

## OFFICIALS

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



## CITY OF KUNA

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

### City Council Meeting AGENDA Tuesday, November 21, 2017

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

1. *Call to Order and Roll Call*
2. *Invocation:* Karen Hernandez, United Methodist Church
3. *Pledge of Allegiance:* Mayor Stear
4. *Consent Agenda:*

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

#### A. City Council Meeting Minutes:

1. Regular City Council Minutes, November 8, 2017

#### B. Accounts Payable Dated November 16, 2017 in the Amount of \$597,725.11

#### C. Resolutions

1. Consideration to approve Resolution No. R91-2017

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF TWO AND 62/100 PERCENT (2.62%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE 2017-2018 STEP AND GRADE CHART FOR ALL FULL-TIME NON-DIRECTOR EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

2. Consideration to approve Resolution No. R92-2017

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE

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

AGREEMENT WITH JORGE AYALA DBA AYALA FARMS, FOR THE LEASE OF THE CITY OF KUNA, IDAHO'S PROPERTY LOCATED AT MEADOW VIEW ROAD, KUNA, IDAHO.

3. Consideration to approve Resolution No. R93-2017

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE SIGNATURE OF THE PUBLIC WORKS DIRECTOR UPON AND APPROVING THE AGREEMENTS AND ADDENDUM WITH PEAK ALARM COMPANY OF IDAHO, INC. TO PROVIDE COMMERCIAL ALARM PRODUCTS AND MONITORING SERVICES FOR THE CITY AT 6950 S TEN MILE ROAD, MERIDIAN IDAHO AND 320 W. 2<sup>ND</sup> STREET, KUNA, IDAHO.

**D. Final Plat**

1. Consideration to approve Case 17-07-FP (Final Plat) for Ashton Estates Subdivision No. 1

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

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 17-02-AN (Annexation) and 17-06-S (Preliminary) for Cazador Subdivision
2. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 17-03-AN (Annexation) and 17-07-S (Subdivision) for Rising Sun Subdivision

**5. Community Reports or Requests: None**

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

- A. *Staff requests that this be tabled to the December 5, 2017, public hearing.***  
Public Hearing and consideration to approve 17-05-AN (Annex) and 17-01-CPF (Combination Preliminary Plat and Final Plat) Pierson Subdivision Annexation – Troy Behunin Planner III

A request from Clair Bowman, seeking approval for annexation of approximately 4.28 acres into Kuna City with an R-2 (Low Density Res.) zone, and combination preliminary and final plat approval to create a 2-lot residential subdivision, a re-plat of a portion of Dreamcatcher Subdivision. The site is located near the south-east corner of Black Cat and Amity Roads addressed as 4400 W. Legacy Lane, Meridian, ID 83634.

- B. Public Hearing and consideration to approve 17-07-AN (Annexation) and 17-09-S (Subdivision) – Trevor Kesner, Planner II**

A request from Jane Suggs with WH Pacific representing Challenger Development, Inc., to annex an approximately 5-acre parcel into Kuna City limits with an R-6

zone, and subdivide said parcel into 18 single family, and four (4) common lots to create the *Saranda Subdivision*. The site is located on the south side of W. Hubbard Road, approximately 700 feet west of Kay Avenue, and currently addressed as 1105 W. Hubbard Road, Kuna, ID 83634.

**7. *Business Items:***

- A. *Informational Only* - Senior Center roof repairs – Bob Bachman, Public Works Director
- B. Consideration to accept November 7, 2017 Kuna City Election Results – Chris Engels, City Clerk

**8. *Ordinances:***

- A. Consideration to approve Ordinance No. 2017-25

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING CHAPTER 1, TITLE 7, SECTION 8, KUNA CITY CODE TITLED STREETS AND SIDEWALKS AS FOLLOWS: BY AMENDING SECTION 8 TITLED SIDEWALK MAINTENANCE BY OWNER BY AMENDING THE FIRST PARAGRAPH TO ADD PART “A” AND THE TITLE SIDEWALK REPAIR, AND ADDING A NEW PART- PART “B” WITH THE TITLE REMOVAL OF DEBRIS, RUBBISH, TRASH OR WASTE FROM SIDEWALK; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**9. *Mayor/Council Announcements:***

**10. *Executive Session:***

**11. *Adjournment:***

**OFFICIALS**

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

**CITY OF KUNA**

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

**City Council Meeting  
MINUTES**

**Wednesday, November 8, 2017**

*Note: The regular City Council Meeting is moved to Wednesday to accommodate the elections held on the first Tuesday of this November, the regular meeting date for Council.*

**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:**

Chris Engels, City Clerk  
Bobby Withrow, Parks Director  
Bill Jackson, Deputy City Treasurer  
Wendy Howell, Planning & Zoning Director  
Richard Roats, City Attorney  
Troy Behunin, Planner III  
Jace Hellman, Planner I

**2. Invocation:** None**3. Pledge of Allegiance:** Mayor Stear**4. Consent Agenda:**  
(Timestamp 00:00:54)

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

**A. City Council Meeting Minutes:**

**1. Regular City Council Minutes, October 17, 2017**

**B. Accounts Payable Dated November 1, 2017 in the Amount of \$409,579.93**

**C. Resolutions**

**1. Consideration to approve Resolution No. R87-2017**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE FISCAL YEAR OCTOBER 1, 2017 TO SEPTEMBER 30, 2018.

**2. Consideration to approve Resolution No. R88-2017**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT FOR ANNUAL ASSESSMENT WITH VALLEY REGIONAL TRANSIT AND THE CITY OF KUNA; AUTHORIZING THE CITY OF KUNA TO PAY THE ANNUAL ASSESSMENT IN THE AMOUNT OF SEVEN THOUSAND EIGHT HUNDRED AND FORTY-FOUR DOLLARS (\$7,844.00); AND AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST THE AGREEMENT.

**3. Consideration to approve Resolution No. R89-2017**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH SILVER BUTTE HOLSTEINS, INC. FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT SWAN FALLS ROAD, KUNA, IDAHO.

**4. Consideration to approve Resolution No. R90-2017**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERING, INC. FOR THE DOWNTOWN REVITALIZATION PHASE II-A & PHASE II-B, AS DESCRIBED IN EXHIBIT A – CITY OF KUNA, DOWNTOWN REVITALIZATION PROJECT, PHASE II-A & PHASE II-B SERVICES, SCOPE OF SERVICES, SCHEDULE, AND BASIS OF FEE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

**D. Findings of Fact and Conclusions of Law**

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 17-04-AN (Annexation) for John Browning.
2. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 16-04-CPM ( Comprehensive Plan Map Amendment) and 16-13-AN (Annexation) for Indian Creek Sports by Troy and Vicki Todd.

**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: None**

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

- A. Public Hearing and consideration to approve Resolution R86-2017 – Richard Roats, City Attorney  
(Timestamp 00:01:38)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO, REPEALING RESOLUTION R52-2011, ESTABLISHING A PROCEDURE FOR MAKING PUBLIC RECORDS REQUESTS, AND ESTABLISHING THE FEES TO BE CHARGED FOR PUBLIC RECORDS REQUESTS WITH THE CITY OF KUNA AND PROVIDING AN EFFECTIVE DATE.

City Attorney Richard Roats presented to Council the resolution and the purpose of the changes. He stood for questions.

Council Member Buban-Vonder Haar asked about the proposed form.

Mr. Roats said that he preferred to maintain the use of a form.

Mayor Stear explained that in the future all requests would come into the Clerk's office and be distributed.

Council President Cardoza asked what additional actual costs were being referred to.

Mr. Roats said that shipping or mailing items or media was what was referred to.

Council Member Jones asked about archived information being on site or off site.

Mr. Roats said that it was on site.

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 moved to approve Resolution No. R86-2017. Seconded by Council Member McPherson. Motion carried 4-0.**

- B.** *Public Hearing that was tabled from October 17, 2017 and consideration to approve 17-07-ZC (Rezone) – Jace Hellman, Planner I  
(Timestamp 00:06:34)*

A request from Scott Noriyuki, to rezone a parcel's current R-4 (medium-density) residential zoning designation to a C-1 (neighborhood-commercial) zoning designation. The site is located at the southeast corner of West Hubbard Road and North Linder Road, Kuna ID.

Planner I Jace Hellman asked for the item to be tabled to December 5, 2017 as the applicant was not in attendance.

**Council Member Buban-Vonder Haar moved to table the public hearing and consideration to approve 17-07-ZC (Rezone) to December 5, 2017. Seconded by Council Member McPherson. Motion carried 4-0.**

- C.** *Public Hearing and consideration to approve 17-03-AN (Annexation) and 17-07-S (Subdivision) for Rising Sun Estates Subdivision – Troy Behunin, Planner III  
(Timestamp 00:08:32)*

Request to annex approximately 36.30 acres into Kuna City with an R-4, residential zone, and to subdivide the property into 91 single family residential lots and 5 common lots with a proposed greenbelt dedication to the City. A Design Review application for landscaping was previously approved by the Commission. The site is located at the south west corner (SWC) of East Kuna and South Stroebel Roads, site address is next to 2067 E Kuna Road, Kuna, Idaho, In Section 30, T 2N, R 1E, APN #: R0615250650.

Planner III Troy Behunin reviewed the application for Council and stood for questions.

Steve Arnold from A Team Land Consultants presented the project on behalf of the applicant and stood for questions.

Council Member Jones confirmed they were working with ACHD.

Mr. Arnold replied they were.

Council Member Jones asked which way the houses on the flag lots faced.

Mr. Arnold responded north south.

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 stated this plan served a need she had been calling out a lot, larger lots, and she thanked Mr. Arnold for bring this unique project. She also called out Kuna's focus on the Greenbelt and appreciated that this plan also took that into account.

**Council Member Buban-Vonder Haar moved to approve 17-03-AN (Annexation) and 17-07-S (Subdivision) with the specifications listed in the packet. Seconded by Council Member McPherson. Motion carried 4-0.**

**7. Business Items:**

- A.** Disabled American Veterans Forget-Me-Not Days Proclamation – Mayor Stear  
(Timestamp 00:27:04)

Mayor Stear read the proclamation.

- B.** Consideration to approve 17-01-LS (Lot Split) for Sid Anderson – Jace Hellman, Planner I  
(Timestamp 00:28:33)

A request from Sid Anderson to split approximately seven acres out of a 115-acre parent parcel. The site is located on the east side of Cloverdale road, south of the railroad tracks and north of Barker Road.

Planner I Jace Hellman presented the application and stood for questions.

**Council Member Buban-Vonder Haar moved to approve 17-01-LS (Lot Split).  
Seconded by Council Member McPherson. Motion carried 4-0.**

- C. Request for funds to do an appraisal of the 20 acres at Meadow View – Bob Bachman, Public Works Director  
(Timestamp 00:31:37)

Parks Director Bobby Withrow presented the request on behalf of Public Works Director Bob Bachman. The amount needed was \$1,500 from contingency.

Council Member Buban-Vonder Haar stated Council had discussed how beneficial the trade with ACHD would be.

**Council Member Buban-Vonder Haar moved to approve the expenditure of \$1,500 from contingency for an appraisal of the Meadowview property  
Seconded by Council Member McPherson. Motion carried 4-0.**

- D. Request for contingency funds to complete the purchase of the splash pad components – Bobby Withrow, Parks Director  
(Timestamp 00:34:16)

Parks Director Bobby Withrow updated Council on the Splash Pad and requested to use the funds allocated by Council in the previous budget in the carry over.

Council Member Buban-Vonder Haar stated this was money that had already been approved in fiscal year 2017 and this would be reauthorizing it's expenditure in fiscal year 2018.

Council discussed items rolling over into contingency funds.

**Council Member Buban-Vonder Haar moved to approve the expenditure of \$107,389.62 to pay the remaining invoice for the Splash Pad from contingency.  
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.**

## 8. Ordinances:

- A. Consideration to approve Ordinance No. 2017-23  
(Timestamp 00:38:24)

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT:  
PARCEL NO. S1407347180 SITUATED IN THE UNINCORPORATED AREA

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

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2017-23. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2017-23. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2017-23. Seconded by Council Member McPherson. Motion carried 4-0.**

- B.** Consideration to approve Ordinance No. 2017-24  
(Timestamp 00:40:12)

AN ORDINANCE REZONING PARCEL R9442000081; THE EAST ONE-HALF OF LOT 4 OF WILSON SUBDIVISION, ADDRESSED AS 315 EAST AVALON STREET, KUNA, IDAHO, FROM R-6 TO C-2; SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

Council Member Buban-Vonder Haar stated there were public hearings held on this item in May 2017 by the Planning & Zoning Commission who recommended approval and by the City Council in July 2017 at which the rezone was granted. This put those decisions in affect.

**Council Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2017-24. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2017-24. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2017-24. Seconded by Council Member McPherson. Motion carried 4-0.**

**9. Mayor/Council Announcements:**

*(Timestamp 00:42:07)*

Mayor Stear provided an update on the downtown project, the street striping and the corrections to be made to the striping.

Council President Cardoza shared his thoughts on the project.

Council Member Buban-Vonder Haar reminded everyone about the Kuna Holiday Artist & Crafter show happening November 11, 2017.

Council Member Jones asked about the pop up plaza event that was supposed to occur in October.

City Clerk Chris Engels replied it did happen but she was not in attendance so could not give him a report.

Mayor Stear discussed traffic calming.

Chief McDaniel updated Council on their traffic calming efforts for school zones.

**10. Executive Session: 6:53 pm**

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

*(Timestamp 00:51:29)*

**Council Member Buban-Vonder Haar moved to adjourn to Executive Session pursuant to Idaho Code 74-206(b) for the purpose of discussing a personnel**

**matter. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

11. Consideration to increase starting salary for Economic Development Specialist based on qualifications – Mayor Stear

**Council Member Buban-Vonder Haar moved to increase starting salary up to \$50,000 - \$70,000 for the Economic Development Specialist position based on qualifications. Seconded by Council Member McPherson. Motion carried 4-0.**

12. *Adjournment: 7:28 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 11.21.2017*





**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**  
**November 8, 2017 – City Council Public Hearing**

Case Name: 17-07-ZC (Scott Noriyuki: SE corner of W Hubbard Road and Linder Road., 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	
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### 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

**November 08, 2017 – Council, Public Hearing**

Case Name: Annexation and Preliminary Plat; Rep Steve Arnold with A-Team Land Consulting

Case Type: A request to annex approximately 36.30 acres into Kuna City with an R-4, residential zone, and to subdivide the property into 91 single family residential lots and 5 common lots. A Design Review application for the common areas and buffer landscaping accompanies this application. The site is located at the south west corner (SWC) of East Kuna and South Stroebel Roads, site address is next to 2067 East Kuna Road, Kuna, Idaho, In Section 30, T 2N, R 1E, APN #: R0615250650.

CASE No(s): 17-03-AN (Annexation) & 17-07-S (Preliminary Plat) – **Rising Sun Estates Subdivision**

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

IN FAVOR	NEUTRAL	IN OPPOSITION
<input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip	_____ City                      State, Zip <input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip	_____ Print Address _____ City                      State, Zip <input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip
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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
				WAIVER 7.50, ARBOR RIDGE, EOW, NOV 17	11/12/2017	90.50	.00	01-6212_RENT-EQUIPMENT	1004	11/17		
	Total B-289115:					90.50	.00					
1463	A COMPANY, INC.	B-289116		HITECH RENTAL RESTROOM, SN#GT765, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, FARM PARK, EOW, NOV 17	11/12/2017	90.50	.00	01-6212_RENT-EQUIPMENT	1004	11/17		
	Total B-289116:					90.50	.00					
1463	A COMPANY, INC.	B-289465		HITECH RENTAL RESTROOM, SN#ADA508, RENTAL 10.00, SERVICE 170.00, DAMAGE WAIVER 7.50, WKLY, CITY HALL, AMERICAN DISABILITIES ACT UNIT, NOV 17	11/12/2017	187.50	.00	01-6212_RENT-EQUIPMENT	1004	11/17		
	Total B-289465:					187.50	.00					
	Total A COMPANY, INC.:					722.36	.00					
<b>A.M.E. ELECTRIC, INC.</b>												
1210	A.M.E. ELECTRIC, INC.	170122		PROVIDE AND INSTALL ELECTRICAL AT BUTLER WELL, NOV 17, WATER	11/08/2017	13,700.00	.00	20-6020 CAPITAL IMPROVEMENTS	1038	11/17		
	Total 170122:					13,700.00	.00					
	Total A.M.E. ELECTRIC, INC.:					13,700.00	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	10022017-103		ACHD IMPACT FEE FOR OCTOBER 2017	11/13/2017	83,457.00	83,457.00	01-2510_ACHD IMPACT FEE TRANSFER	0	10/17	11/13/2017	
	Total 10022017-10312017 AC:					83,457.00	83,457.00					

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Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						83,457.00	83,457.00					
<b>ADA COUNTY HIGHWAY DISTRICT (RENT)</b>												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14543		<u>ACHD SHOP RENT FOR DEC. NOV 17. PARKS</u>	11/15/2017	148.50	.00	<u>01-6211 RENT-BUILDINGS &amp; LAND</u>	1004	11/17		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14543		<u>ACHD SHOP RENT FOR DEC. NOV 17. WATER</u>	11/15/2017	126.00	.00	<u>20-6211 RENT-BUILDINGS &amp; LAND</u>	0	11/17		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14543		<u>ACHD SHOP RENT FOR DEC. NOV 17. SEWER</u>	11/15/2017	121.50	.00	<u>21-6211 RENT - BUILDINGS &amp; LAND</u>	0	11/17		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14543		<u>ACHD SHOP RENT FOR DEC. NOV 17. PI</u>	11/15/2017	54.00	.00	<u>25-6211 RENT - BUILDINGS &amp; LAND</u>	0	11/17		
Total 14543:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	7360		<u>SHERIFF SERVICES. NOV 17. INCL OCTOBER ADJUSTMENT</u>	11/01/2017	167,542.24	.00	<u>01-6000 LAW ENFORCEMENT SERVICES</u>	0	11/17		
Total 7360:						167,542.24	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						167,542.24	.00					
<b>AGNEW BECK CONSULTING, INC.</b>												
1883	AGNEW BECK CONSULTING, INC.	6880		<u>REVIEW, REFINE, IMPLEMENT AND PROJECT MGT. W HOWELL. NOV 17</u>	11/10/2017	8,316.48	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	11/17		
Total 6880:						8,316.48	.00					
Total AGNEW BECK CONSULTING, INC.:						8,316.48	.00					
<b>ALLSTREAM BUSINESS US, INC</b>												
1411	ALLSTREAM BUSINESS US, INC	14974864		<u>MONTHLY DATA, TELEPHONE NETWORK. 11-1-17 TO 11-30-17. NOV 17</u>	11/01/2017	581.86	.00	<u>01-6255 TELEPHONE</u>	0	11/17		

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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
1411	ALLSTREAM BUSINESS US, INC	14974864		<u>MONTHLY DATA, TELEPHONE, NETWORK, 11-1-17 TO 11-31- 17, NOV 17, P&amp;Z</u>	11/01/2017	207.81	.00	01-6255 <u>TELEPHONE</u>	1003	11/17		
1411	ALLSTREAM BUSINESS US, INC	14974864		<u>MONTHLY DATA, TELEPHONE, NETWORK, 11-1-17 TO 11-31- 17, NOV 17, WATER</u>	11/01/2017	540.30	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	11/17		
1411	ALLSTREAM BUSINESS US, INC	14974864		<u>MONTHLY DATA, TELEPHONE, NETWORK, 11-1-17 TO 11-31- 17, NOV 17, SEWER</u>	11/01/2017	540.30	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	11/17		
1411	ALLSTREAM BUSINESS US, INC	14974864		<u>MONTHLY DATA, TELEPHONE, NETWORK, 11-1-17 TO 11-31- 17, NOV 17, PI</u>	11/01/2017	207.80	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	11/17		
Total 14974864:						2,078.07	.00					
Total ALLSTREAM BUSINESS US, INC:						2,078.07	.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	48828		<u>LAB TEST, WATER, OCT 17</u>	10/31/2017	547.20	.00	20-6152 M & R - <u>LABORATORY COSTS</u>	0	10/17		
Total 48828:						547.20	.00					
1	ANALYTICAL LABORATORIES	48829		<u>WATER SAMPLES, OCT 17</u>	10/31/2017	3,524.26	.00	21-6152 M & R - <u>LABORATORY COSTS</u>	0	10/17		
Total 48829:						3,524.26	.00					
Total ANALYTICAL LABORATORIES:						4,071.46	.00					
<b>APA IDAHO CHAPTER</b>												
580	APA IDAHO CHAPTER	202021-17101		<u>APA MEMBERSHIP DUES, 1-1- 18 TO 12-31-18, FOR W HOWELL, OCT 17</u>	10/27/2017	303.24	.00	01-6075 DUES & <u>MEMBERSHIPS</u>	1003	10/17		
580	APA IDAHO CHAPTER	202021-17101		<u>APA MEMBERSHIP DUES, 1-1- 18 TO 12-31-18, FOR W HOWELL, OCT 17, WATER</u>	10/27/2017	14.90	.00	20-6075 DUES & <u>MEMBERSHIPS</u>	1003	10/17		

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580	APA IDAHO CHAPTER	202021-17101		<u>APA MEMBERSHIP DUES, 1-1-18 TO 12-31-18, FOR W HOWELL, OCT 17, SEWER</u>	10/27/2017	14.90	.00	<u>21-6075 DUES &amp; MEMBERSHIPS</u>	1003	10/17		
580	APA IDAHO CHAPTER	202021-17101		<u>APA MEMBERSHIP DUES, 1-1-18 TO 12-31-18, FOR W HOWELL, OCT 17, PI</u>	10/27/2017	4.96	.00	<u>25-6075 DUES &amp; MEMBERSHIPS EXPENSE</u>	1003	10/17		
Total 202021-17101:						338.00	.00					
Total APA IDAHO CHAPTER:						338.00	.00					
<b>ARTCO (US, INC.)</b>												
1435	ARTCO (US, INC.)	172766186	6299	<u>5000 #10 SECURITY WINDOW ENVELOPES, NOV 17</u>	11/13/2017	42.73	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/17		
1435	ARTCO (US, INC.)	172766186	6299	<u>5000 #10 SECURITY WINDOW ENVELOPES, NOV 17, P&amp;Z</u>	11/13/2017	15.27	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	11/17		
1435	ARTCO (US, INC.)	172766186	6299	<u>5000 #10 SECURITY WINDOW ENVELOPES, NOV 17, WATER</u>	11/13/2017	39.70	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/17		
1435	ARTCO (US, INC.)	172766186	6299	<u>5000 #10 SECURITY WINDOW ENVELOPES, NOV 17, SEWER</u>	11/13/2017	39.70	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	11/17		
1435	ARTCO (US, INC.)	172766186	6299	<u>5000 #10 SECURITY WINDOW ENVELOPES, NOV 17, PI</u>	11/13/2017	15.27	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/17		
Total 172766186:						152.67	.00					
Total ARTCO (US, INC.):						152.67	.00					
<b>ASSOCIATION OF IDAHO CITIES</b>												
8	ASSOCIATION OF IDAHO CITIES	200003520	6300	<u>ICTFOA MEMBERSHIP DUES/FEES, CLERKS, NOV 17</u>	11/08/2017	84.60	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	11/17		
8	ASSOCIATION OF IDAHO CITIES	200003520	6300	<u>ICTFOA MEMBERSHIP DUES/FEES, CLERKS, NOV 17, WATER</u>	11/08/2017	2.16	.00	<u>20-6075 DUES &amp; MEMBERSHIPS</u>	0	11/17		
8	ASSOCIATION OF IDAHO CITIES	200003520	6300	<u>ICTFOA MEMBERSHIP DUES/FEES, CLERKS, NOV 17, SEWER</u>	11/08/2017	2.16	.00	<u>21-6075 DUES &amp; MEMBERSHIPS</u>	0	11/17		

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8	ASSOCIATION OF IDAHO CITIES	200003520	6300	<u>ICTFOA MEMBERSHIP DUES/FEES, CLERKS, NOV 17, PI</u>	11/08/2017	1.08	.00	<u>25-6075 DUES &amp; MEMBERSHIPS EXPENSE</u>	0	11/17		
Total 200003520:						90.00	.00					
Total ASSOCIATION OF IDAHO CITIES:						90.00	.00					
<b>BIG SKY RENTALS LLC</b>												
1846	BIG SKY RENTALS LLC	4165		<u>SKIDSTEER BREAKER ATTACHMENT FOR USE FOR SPLASH PAD, J MORFIN, PARKS, OCT 17</u>	10/24/2017	600.00	.00	<u>03-6368 EXPEND-KUNA POOL/FITNESS FAC.</u>	1067	10/17		
Total 4165:						600.00	.00					
Total BIG SKY RENTALS LLC:						600.00	.00					
<b>BOISE-KUNA IRRIGATION DISTRICT</b>												
12	BOISE-KUNA IRRIGATION DISTRICT	FALL 2018 140		<u>FALL ASSESSMENT FOR KUNA TOWNSITE, NOV 17</u>	11/15/2017	2,990.40	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	11/17		
Total FALL 2018 1401:						2,990.40	.00					
12	BOISE-KUNA IRRIGATION DISTRICT	FALL 2018 196		<u>FALL ASSESSMENT FOR KUNA 75 LLC, NOV 17</u>	11/15/2017	54.35	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	11/17		
Total FALL 2018 196A:						54.35	.00					
Total BOISE-KUNA IRRIGATION DISTRICT:						3,044.75	.00					
<b>BRADY INDUSTRIES OF IDAHO LLC</b>												
1240	BRADY INDUSTRIES OF IDAHO LLC	5593016	6223	<u>1 CS TRI FOLD PAPER TOWELS, 1 CS HAND SANITIZER FOR DISPENSERS, B WITHROW, PARKS, OCT 17</u>	10/30/2017	74.02	.00	<u>01-6025 JANITORIAL</u>	1004	11/17		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 5593016:						74.02	.00					
Total BRADY INDUSTRIES OF IDAHO LLC:						74.02	.00					
<b>BUSY BEE SAND &amp; GRAVEL</b>												
10	BUSY BEE SAND & GRAVEL	0018585		<u>GRAVEL FOR SPLASHPAD, B WITHROW, OCT 17</u>	10/31/2017	1,431.12	.00	03-6368 EXPEND-KUNA POOL/FITNESS FAC.	1067	10/17		
Total 0018585:						1,431.12	.00					
Total BUSY BEE SAND & GRAVEL:						1,431.12	.00					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	111346	6305	<u>1 EA LILAC, GOLD, PINK, TURQUOISE REAMS OF COLORED PAPER, NOV 17, P&amp;Z</u>	11/10/2017	31.28	.00	01-6165 OFFICE SUPPLIES	1003	11/17		
1795	BUYWYZ LLC	111346	6305	<u>AT A GLANCE WALL CALENDAR, AT A GLANCE MONTHLY WALL CALENDAR, WASTE BASKET FOR CLERKS OFFICE, NOV 17</u>	11/10/2017	37.52	.00	01-6165 OFFICE SUPPLIES	0	11/17		
Total 111346:						68.80	.00					
Total BUYWYZ LLC:						68.80	.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	40263CM		<u>ADDING IRRIGATION/RECYCLING RATES AND SERVICES TO EXCITING CASELLE, 5 HRS @ \$145.00 PER HOUR, DUPLICATE INVOICE CREDIT MEMO, NOV 17, PI</u>	11/15/2017	-725.00	.00	25-6052 CONTRACT SERVICES	0	11/17		
Total 40263CM:						-725.00	.00					

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1239	CASELLE INC	81773		<u>CONTRACT SUPPORT AND MAINTENANCE, 8-1-17 TO 8-31- 17, AUG 17</u>	08/01/2017	459.20	.00	<u>01-6052 CONTRACT SERVICES</u>	0	8/17		
1239	CASELLE INC	81773		<u>CONTRACT SUPPORT AND MAINTENANCE, 8-1-17 TO 8-31- 17, AUG 17, P&amp;Z</u>	08/01/2017	147.60	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	8/17		
1239	CASELLE INC	81773		<u>CONTRACT SUPPORT AND MAINTENANCE, 8-1-17 TO 8-31- 17, AUG 17, WATER</u>	08/01/2017	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	8/17		
1239	CASELLE INC	81773		<u>CONTRACT SUPPORT AND MAINTENANCE, 8-1-17 TO 8-31- 17, AUG 17, SEWER</u>	08/01/2017	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	8/17		
1239	CASELLE INC	81773		<u>CONTRACT SUPPORT AND MAINTENANCE, 8-1-17 TO 8-31- 17, AUG 17, PI</u>	08/01/2017	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	8/17		
Total 81773:						1,640.00	.00					
1239	CASELLE INC	82943		<u>CONTRACT SUPPORT AND MAINTENANCE, 10-1-17 TO 10- 31-17, NOV 17</u>	10/01/2017	459.20	.00	<u>01-6052 CONTRACT SERVICES</u>	0	10/17		
1239	CASELLE INC	82943		<u>CONTRACT SUPPORT AND MAINTENANCE, 10-1-17 TO 10- 31-17, NOV 17, P&amp;Z</u>	10/01/2017	147.60	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	10/17		
1239	CASELLE INC	82943		<u>CONTRACT SUPPORT AND MAINTENANCE, 10-1-17 TO 10- 31-17, NOV 17, WATER</u>	10/01/2017	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	10/17		
1239	CASELLE INC	82943		<u>CONTRACT SUPPORT AND MAINTENANCE, 10-1-17 TO 10- 31-17, NOV 17, SEWER</u>	10/01/2017	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	10/17		
1239	CASELLE INC	82943		<u>CONTRACT SUPPORT AND MAINTENANCE, 10-1-17 TO 10- 31-17, NOV 17, PI</u>	10/01/2017	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	10/17		
Total 82943:						1,640.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1239	CASELLE INC	83533		<u>CONTRACT SUPPORT AND MAINTENANCE, 11-1-17 TO 11-30-17, NOV 17</u>	11/01/2017	459.20	.00	<u>01-6052 CONTRACT SERVICES</u>	0	11/17		
1239	CASELLE INC	83533		<u>CONTRACT SUPPORT AND MAINTENANCE, 11-1-17 TO 11-30-17, NOV 17, P&amp;Z</u>	11/01/2017	147.60	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	11/17		
1239	CASELLE INC	83533		<u>CONTRACT SUPPORT AND MAINTENANCE, 11-1-17 TO 11-30-17, NOV 17, WATER</u>	11/01/2017	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	11/17		
1239	CASELLE INC	83533		<u>CONTRACT SUPPORT AND MAINTENANCE, 11-1-17 TO 11-30-17, NOV 17, SEWER</u>	11/01/2017	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	11/17		
1239	CASELLE INC	83533		<u>CONTRACT SUPPORT AND MAINTENANCE, 11-1-17 TO 11-30-17, NOV 17, PI</u>	11/01/2017	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	11/17		
Total 83533:						1,640.00	.00					
1239	CASELLE INC	84287		<u>ADDING IRRIGATION/RECYCLING RATES AND SERVICES TO EXCITING CASELLE, 5 HRS @ \$145.00 PER HOUR, NOV 17, PI</u>	11/03/2017	725.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	11/17		
Total 84287:						725.00	.00					
1239	CASELLE INC	84302		<u>ADDING IRRIGATION/RECYCLING RATES AND SERVICES TO EXCITING CASELLE, 5 HRS @ \$145.00 PER HOUR, DUPLICATE INVOICE, NOV 17, PI</u>	11/14/2017	725.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	11/17		
Total 84302:						725.00	.00					
Total CASELLE INC:						5,645.00	.00					

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				C.ENGELS, SEPT.'17	11/01/2017	2,508.00	.00	03-6381_EXP - DNTWN REVIT ART - TTV	0	11/17		
Total 08375:						2,508.00	.00					
Total CJ PRECISION MACHINE INC:						2,508.00	.00					
<b>COASTLINE EQUIPMENT COMPANY</b>												
1788	COASTLINE EQUIPMENT COMPANY	432176		CONTRACTED REMOVAL EXCAVATED DIRT FROM SPLASHPAD AREA, B WITHROW, OCT 17	10/31/2017	599.78	.00	03-6368_EXPEND- KUNA POOL/FITNESS FAC.	1067	10/17		
Total 432176:						599.78	.00					
Total COASTLINE EQUIPMENT COMPANY:						599.78	.00					
<b>COMPASS</b>												
4	COMPASS	218027		REPLACE WOODEN POST FOR PRYO SENSOR ON GREENBELT, COUNTER, NOV 17, PARKS	11/09/2017	225.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/17		
Total 218027:						225.00	.00					
Total COMPASS:						225.00	.00					
<b>CONPAZ</b>												
447	CONPAZ	11112017		ARTS & CRAFTS SHOW AT KUNA EVENT CENTER, KUNA ARTS COMMISSION, NOV 17	11/11/2017	100.00	.00	03-6379 EXPENDITURES - ART SHOWS	0	11/17		
Total 11112017:						100.00	.00					
447	CONPAZ	111417		ARTS AND CRAFTS SHOW AT KUNA EVENT CENTER, NOV 17	11/14/2017	100.00	.00	03-6370_EXP - DOWNTOWN REVITALIZATION	0	11/17		

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447	CONPAZ	111417		<u>ARTS AND CRAFTS SHOW AT KUNA EVENT CENTER, NOV 17</u>	11/14/2017	100.00	.00	03-6379 <u>EXPENDITURES - ART SHOWS</u>	0	11/17		
Total 111417:						200.00	.00					
Total CONPAZ:						300.00	.00					
<b>COUGAR EXCAVATION</b>												
1344	COUGAR EXCAVATION	3		<u>2017 WATER AND PI MAINS, SEPT 17</u>	09/24/2017	63,689.14	.00	25-6020 <u>CAPITAL IMPROVEMENTS</u>	1097	9/17		
Total 3:						63,689.14	.00					
Total COUGAR EXCAVATION:						63,689.14	.00					
<b>DIGLINE</b>												
25	DIGLINE	0057017-IN		<u>DIG FEES, OCT 17, WATER</u>	10/31/2017	161.60	.00	20-6065 <u>DIG LINE EXPENSE</u>	0	10/17		
25	DIGLINE	0057017-IN		<u>DIG FEES, OCT 17, SEWER</u>	10/31/2017	161.60	.00	21-6065 <u>DIG LINE EXPENSE</u>	0	10/17		
25	DIGLINE	0057017-IN		<u>DIG FEES, OCT 17, PI</u>	10/31/2017	61.55	.00	25-6065 <u>DIG LINE EXPENSE</u>	0	10/17		
Total 0057017-IN:						384.75	.00					
Total DIGLINE:						384.75	.00					
<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	10312017DMH		<u>PLUMBING PERMITS FOR OCTOBER 2017</u>	11/13/2017	9,110.70	9,110.70	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	10/17	11/13/2017	
Total 10312017DMH:						9,110.70	9,110.70					
Total DMH ENTERPRISES:						9,110.70	9,110.70					

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<b>EDNETICS INC</b>												
1831	EDNETICS INC	82755		<u>MONTHLY INTERNET SERVICE CHARGES, NOV 17</u>	11/10/2017	95.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	11/17		
1831	EDNETICS INC	82755		<u>MONTHLY INTERNET SERVICE CHARGES, NOV 17, WATER</u>	11/10/2017	65.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	11/17		
1831	EDNETICS INC	82755		<u>MONTHLY INTERNET SERVICE CHARGES, NOV 17, SEWER</u>	11/10/2017	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	11/17		
1831	EDNETICS INC	82755		<u>MONTHLY INTERNET SERVICE CHARGES, NOV 17, PI</u>	11/10/2017	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	11/17		
Total 82755:						250.00	.00					
Total EDNETICS INC:						250.00	.00					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	10312017ECI		<u>ELECTRICAL PERMITS FOR OCTOBER 2017</u>	11/13/2017	6,487.84	6,487.84	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	10/17	11/13/2017	
Total 10312017ECI:						6,487.84	6,487.84					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						6,487.84	6,487.84					
<b>ESRI</b>												
807	ESRI	93367904		<u>ARC GIS LICENSE RENEWALS, P&amp;Z, NOV 17</u>	10/31/2017	528.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	10/17		
807	ESRI	93367904		<u>ARC GIS LICENSE RENEWALS, WATER, NOV 17</u>	10/31/2017	448.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	10/17		
807	ESRI	93367904		<u>ARC GIS LICENSE RENEWALS, SEWER, NOV 17</u>	10/31/2017	432.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	10/17		



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
				WATER	11/14/2017	1,230.00	.00	20-6052 CONTRACT SERVICES	0	11/17		
1631	ICON ENTERPRISES, INC.	167547		ANNUAL FEE FOR HOSTING AND SUPPORT FOR WEBSITE, 12-1-17 TO 11-30-18, NOV 17, SEWER	11/14/2017	1,230.00	.00	21-6052 CONTRACT SERVICES	0	11/17		
1631	ICON ENTERPRISES, INC.	167547		ANNUAL FEE FOR HOSTING AND SUPPORT FOR WEBSITE, 12-1-17 TO 11-30-18, NOV 17, PI	11/14/2017	464.15	.00	25-6052 CONTRACT SERVICES	0	11/17		
Total 167547:						4,641.50	.00					
Total ICON ENTERPRISES, INC.:						4,641.50	.00					
<b>IDAHO DEPT. OF WATER RESOURCES</b>												
186	IDAHO DEPT. OF WATER RESOURCES	11062017IDW	6310	PERMIT FOR INDIAN CREEK STAIRS, B.WITHROW, NOV.'17	11/06/2017	20.00	.00	40-6020 CAPITAL IMPROVEMENTS	1023	11/17		
Total 11062017IDWR:						20.00	.00					
Total IDAHO DEPT. OF WATER RESOURCES:						20.00	.00					
<b>IDAHO FIRST AID &amp; SAFETY, INC.</b>												
1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	PAIN RELIEVERS, COLD/SINUS/ COUGH DROPS, ALLERGY RELIEF, OCT 17	10/27/2017	39.56	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	10/17		
1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	PAIN RELIEVERS, COLD/SINUS/ COUGH DROPS, ALLERGY RELIEF, OCT 17, P&Z	10/27/2017	39.56	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1003	10/17		
1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	BLISTEX, BIOFREEZE, ANTI DIARRHEAL, MEDIPROXEN, PEPCID, EYE DROPS, EYE WASH, OCT 17, WATER	10/27/2017	35.87	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	10/17		
1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	BLISTEX, BIOFREEZE, ANTI DIARRHEAL, MEDIPROXEN, PEPCID, EYE DROPS, EYE WASH, OCT 17, WATER	10/27/2017	35.87	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/17		

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1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	<u>BLISTEX, BIOFREEZE, ANTI DIARRHEAL, MEDIPROXEN, PEPCID, EYE DROPS, EYE WASH, OCT 17, WATER</u>	10/27/2017	13.66	.00	<u>25-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	10/17		
1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	<u>POLAR GLOVES, 1 LG, OCT 17, PARKS</u>	10/27/2017	23.62	.00	<u>20-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	1004	10/17		
1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	<u>POLAR GLOVES, 1 LG, OCT 17, WATER</u>	10/27/2017	31.18	.00	<u>20-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	10/17		
1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	<u>POLAR GLOVES, 1 LG, OCT 17, SEWER</u>	10/27/2017	31.18	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	10/17		
1576	IDAHO FIRST AID & SAFETY, INC.	59062	6253	<u>POLAR GLOVES, 1 LG, OCT 17, PI</u>	10/27/2017	8.49	.00	<u>25-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	10/17		
Total 59062:						258.99	.00					
Total IDAHO FIRST AID & SAFETY, INC.:						258.99	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	11/2017		<u>CONTRACT SERVICES, NOV 17</u>	11/01/2017	5,492.33	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	11/17		
Total 11/2017:						5,492.33	.00					
Total IDAHO HUMANE SOCIETY:						5,492.33	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	11062017I		<u>ELECTRIC SERVICE FOR OCTOBER 2017 - STREET LIGHTS</u>	11/06/2017	1.16	.00	<u>01-6290 UTILITIES</u>	1002	10/17		
Total 11062017I:						1.16	.00					
Total IDAHO POWER CO:						1.16	.00					

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<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1072310-F		<u>AD#1673951 - P.I ANNEXATION. ORD 2017-22 - NOV.'17</u>	11/02/2017	5.00	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/17		
Total 1072310-F:						5.00	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1078688-A	6226	<u>AD#1686462. LEGAL NOTICE, PROCEDURES &amp; FEES FOR PUBLIC RECORDS REQUESTS, A.WELKER, OCT.'17</u>	11/01/2017	469.04	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	11/17		
Total 1078688-A:						469.04	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1078688-B	6239	<u>AD#1689013. LEGAL PUBLICATION. SARANDA SUBDIVISION, T.KESNER, OCT.'17 - P &amp; Z</u>	11/01/2017	58.28	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/17		
Total 1078688-B:						58.28	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1079241	6275	<u>AD#1692256. LEGAL PUBLICATION. MERINO COVE, T.KESNER. NOV.'17</u>	11/08/2017	59.76	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/17		
1802	IDAHO PRESS TRIBUNE, LLC	1079241	6275	<u>AD#1692261. LEGAL PUBLICATION. DANSKIN ANNEX. T.KESNER. NOV.'17</u>	11/08/2017	59.02	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/17		
Total 1079241:						118.78	.00					
Total IDAHO PRESS TRIBUNE, LLC:						651.10	.00					
<b>IDAHO SMART GROWTH</b>												
1902	IDAHO SMART GROWTH	110617		<u>ARTIFICIAL GRASS, TENT WALLS, STRAW BALES, DRINKS, DECORATION, TENTS, TABLES, HEAT LAMP RENTALS, MUSIC, GENERATOR FOR PARKING LOT POP UP, ISG/AARP. NOV 17</u>	11/06/2017	1,313.54	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1010	11/17		

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Total 110617:						1,313.54	.00					
Total IDAHO SMART GROWTH:						1,313.54	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	103389		INSTALLED ANTIVIRUS ON 3 PC'S. SET UP 2 NEW USERS. SET UP 2 MONITORS. MOVED OTHER MONITORS. REPLACED 5 PORT SWITCH. OCT 17	10/29/2017	24.64	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/17		
1595	INTEGRINET SOLUTIONS, INC.	103389		INSTALLED ANTIVIRUS ON 3 PC'S. SET UP 2 NEW USERS. SET UP 2 MONITORS. MOVED OTHER MONITORS. REPLACED 5 PORT SWITCH. OCT 17, P&Z	10/29/2017	8.80	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	10/17		
1595	INTEGRINET SOLUTIONS, INC.	103389		INSTALLED ANTIVIRUS ON 3 PC'S. SET UP 2 NEW USERS. SET UP 2 MONITORS. MOVED OTHER MONITORS. REPLACED 5 PORT SWITCH. OCT 17, WATER	10/29/2017	22.88	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
1595	INTEGRINET SOLUTIONS, INC.	103389		INSTALLED ANTIVIRUS ON 3 PC'S. SET UP 2 NEW USERS. SET UP 2 MONITORS. MOVED OTHER MONITORS. REPLACED 5 PORT SWITCH. OCT 17, SEWER	10/29/2017	22.88	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
1595	INTEGRINET SOLUTIONS, INC.	103389		INSTALLED ANTIVIRUS ON 3 PC'S. SET UP 2 NEW USERS. SET UP 2 MONITORS. MOVED OTHER MONITORS. REPLACED 5 PORT SWITCH. OCT 17, PI	10/29/2017	8.80	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
1595	INTEGRINET SOLUTIONS, INC.	103389		WORKED WITH CASELLE SUPPORT AND JMARSH TO UPGRADE THE SYSTEM DATABASE FOR PI. OCT 17, PI	10/29/2017	132.00	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
Total 103389:						220.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	103481		2 EA P2017H DELL MONITORS WITH DP TO DVI ADAPTER. P&Z. OCT 17	10/30/2017	396.00	.00	01-6175 SMALL TOOLS	1003	10/17		

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
1595	INTEGRINET SOLUTIONS, INC.	103481		<u>TP-LINK 5-PORT GB SWITCH FOR SERVICE DESK IN UTILITIES, OCT 17</u>	10/30/2017	9.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/17		
1595	INTEGRINET SOLUTIONS, INC.	103481		<u>TP-LINK 5-PORT GB SWITCH FOR SERVICE DESK IN UTILITIES, OCT 17, WATER</u>	10/30/2017	12.87	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
1595	INTEGRINET SOLUTIONS, INC.	103481		<u>TP-LINK 5-PORT GB SWITCH FOR SERVICE DESK IN UTILITIES, OCT 17, SEWER</u>	10/30/2017	12.87	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
1595	INTEGRINET SOLUTIONS, INC.	103481		<u>TP-LINK 5-PORT GB SWITCH FOR SERVICE DESK IN UTILITIES, OCT 17, PI</u>	10/30/2017	3.51	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
Total 103481:						435.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						655.00	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	102417		<u>RENT FOR SEPT 25 YD ROLLOFF AT MAINTENANCE YARD, SEPT 17, PARKS</u>	10/24/2017	9.90	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/17		
230	J & M SANITATION, INC.	102417		<u>RENT FOR SEPT 25 YD ROLLOFF AT MAINTENANCE YARD, SEPT 17, WATER</u>	10/24/2017	8.40	.00	20-6150 M & R - SYSTEM	0	9/17		
230	J & M SANITATION, INC.	102417		<u>RENT FOR SEPT 25 YD ROLLOFF AT MAINTENANCE YARD, SEPT 17, SEWER</u>	10/24/2017	8.10	.00	21-6150 M & R - SYSTEM	0	9/17		
230	J & M SANITATION, INC.	102417		<u>RENT FOR SEPT 25 YD ROLLOFF AT MAINTENANCE YARD, SEPT 17, PI</u>	10/24/2017	3.60	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/17		
Total 102417:						30.00	.00					
230	J & M SANITATION, INC.	102417-1		<u>DISPOSAL/SLUDGE REMOVAL, OCT17</u>	10/24/2017	2,429.70	.00	21-6153 M & R - SLUDGE DISPOSAL	0	10/17		

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Total 102417-1:						2,429.70	.00					
230	J & M SANITATION, INC.	10272017-110		<u>SANITATION TRANSFER, 10-27-17 TO 11-2-17, NOV 17</u>	11/03/2017	9,849.64	9,849.64	26-7000 SOLID WASTE SERVICE FEES	0	11/17	11/03/2017	
230	J & M SANITATION, INC.	10272017-110		<u>SANITATION TRANSFER, LESS FRANCHISE FEE 10-27-17 TO 11-2-17, NOV 17</u>	11/03/2017	-973.14	-973.14	01-4170 FRANCHISE FEES	0	11/17	11/03/2017	
Total 10272017-11022017:						8,876.50	8,876.50					
230	J & M SANITATION, INC.	11032017-110		<u>SANITATION TRANSFER, 11/3/17-11/09/17</u>	11/13/2017	41,663.73	41,663.73	26-7000 SOLID WASTE SERVICE FEES	0	11/17	11/13/2017	
230	J & M SANITATION, INC.	11032017-110		<u>SANITATION TRANSFER, LESS FRANCHISE FEES, 11/3/17-11/09/17</u>	11/13/2017	-4,116.38	-4,116.38	01-4170 FRANCHISE FEES	0	11/17	11/13/2017	
Total 11032017-11092017:						37,547.35	37,547.35					
Total J & M SANITATION, INC.:						48,883.55	46,423.85					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	2704006		<u>BANK FEES, OCT 17</u>	10/31/2017	32.64	.00	01-6505 BANK FEES	0	10/17		
1328	JACK HENRY & ASSOCIATES, INC.	2704006		<u>BANK FEES, OCT 17, P&amp;Z</u>	10/31/2017	11.67	.00	01-6505 BANK FEES	1003	10/17		
1328	JACK HENRY & ASSOCIATES, INC.	2704006		<u>BANK FEES, OCT 17, WATER</u>	10/31/2017	30.34	.00	20-6505 BANK FEES	0	10/17		
1328	JACK HENRY & ASSOCIATES, INC.	2704006		<u>BANK FEES, OCT 17, SEWER</u>	10/31/2017	30.34	.00	21-6505 BANK FEES	0	10/17		
1328	JACK HENRY & ASSOCIATES, INC.	2704006		<u>BANK FEES, OCT 17, PI</u>	10/31/2017	11.67	.00	25-6505 BANK FEES	0	10/17		

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Total 2704006:						116.66	.00					
Total JACK HENRY & ASSOCIATES, INC.:						116.66	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A93670	6166	<u>BAGS AND GLOVES FOR KUNA CLEAN UP FOR BUTTE REED ELEMENTARY, B.WITHROW, SEPT.'17</u>	09/29/2017	164.54	.00	<u>01-6155 MEETINGS/COMMI TEES</u>	1033	9/17		
Total A93670:						164.54	.00					
499	KUNA LUMBER	A93794	6178	<u>PEST SPRAY AND ITEMS FOR LIFT STATION MAINTENANCE, M.FISETTE, OCT.'17 - SEWER</u>	10/05/2017	16.18	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	10/17		
Total A93794:						16.18	.00					
499	KUNA LUMBER	A93984	6200	<u>PAINT FOR THE GREENBELT BATHROOMS, J.GRAHAM, OCT.'17</u>	10/12/2017	100.76	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	10/17		
Total A93984:						100.76	.00					
499	KUNA LUMBER	A94302	6236	<u>PARTS/FITTINGS FOR SPRINKLERS WITHIN THE DOWNTOWN REVITALIZATION CORRIDOR (D. POLLENTZ)</u>	10/25/2017	41.81	.00	<u>01-6045 CONTINGENCY</u>	1118	10/17		
Total A94302:						41.81	.00					
499	KUNA LUMBER	A94323	6237	<u>ACID FOR CLEANING IRRIGATION STATIONS, R.JONES, OCT.'17 - P.I</u>	10/26/2017	6.74	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	10/17		
Total A94323:						6.74	.00					

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499	KUNA LUMBER	A94479	6271	<u>CONCRETE FOR GREENBELT BENCHES, D.POLENTZ, NOV.'17</u>	11/02/2017	27.23	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	11/17		
Total A94479:						27.23	.00					
499	KUNA LUMBER	A94483	6272	<u>CONCRETE FOR GREENBELT BENCHES, D.POLENTZ, NOV.'17</u>	11/02/2017	17.65	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	11/17		
Total A94483:						17.65	.00					
499	KUNA LUMBER	A94564	6279	<u>LANDSCAPE STAPLES DOWNTOWN REVITALIZATION PROJECT FOR MAINSTREET TREES, J.CRUMPTON, NOV.'17</u>	11/06/2017	19.78	.00	<u>01-6045 CONTINGENCY</u>	1118	11/17		
Total A94564:						19.78	.00					
499	KUNA LUMBER	A94570	6282	<u>BARB ADAPTERS, FIPXINS ADAPTER, CRIMP CLAMP FOR DOWNTOWN REVIT. K.DUTRA, NOV.'17</u>	11/06/2017	20.45	.00	<u>01-6045 CONTINGENCY</u>	1118	11/17		
Total A94570:						20.45	.00					
499	KUNA LUMBER	A94625	6301	<u>2 REPLACEMENT CRESCENT WRENCHES AND AIR FRESHNER FOR TRUCK #9, NOV 17</u>	11/08/2017	33.27	.00	<u>01-6175 SMALL TOOLS</u>	1004	11/17		
Total A94625:						33.27	.00					
499	KUNA LUMBER	B105146	6101	<u>TEMPORARY COVER FOR MANHOLE UNTIL REPAIRED, INDIAN CREEK LS, 2 EA 3/4 PLYWOOD, R.DAVILA, SEPT.'17 - SEWER</u>	09/19/2017	65.96	.00	<u>21-6166 PP&amp;E PURCHASES - OPERATIONS</u>	0	9/17		

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Total B105146:						65.96	.00					
499	KUNA LUMBER	B105174	6106	<u>KEY FOR THE "BROWN TRUCK", J.MORFIN, SEPT.'17</u>	09/20/2017	5.65	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	11/17		
Total B105174:						5.65	.00					
499	KUNA LUMBER	B105873	6184	<u>2 BAGS OF CONCRETE FOR USE AT THE LAGOONS, FIELD #2, M.FISETTE, OCT.'17 - SEWER</u>	10/06/2017	7.78	.00	<u>21-6090 FARM EXPENDITURES</u>	0	10/17		
Total B105873:						7.78	.00					
499	KUNA LUMBER	B106235	6302	<u>PVC NIPPLES, BUSHING AND COUPLER FOR GREENBELT BEHIND CITY HALL, NOV 17, B WITHROW, PARKS</u>	11/08/2017	8.35	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	11/17		
499	KUNA LUMBER	B106235	6302	<u>4PK DD ALK BATTERY FOR SPLASH PAD, B WITHROW, NOV 17</u>	11/08/2017	5.21	.00	<u>03-6368 EXPEND-KUNA POOL/FITNESS FAC.</u>	1067	11/17		
499	KUNA LUMBER	B106235	6302	<u>DUCT TAPE, CLAMPS, NIPPLES, PIPE SEALANT, LANDSCAPE FABRIC PINS, TUBING, MONSTER TAPE, DOWNTOWN REVITALIZATION, CITY MATCH, NOV 17</u>	11/08/2017	129.79	.00	<u>01-6045 CONTINGENCY</u>	1118	11/17		
Total B106235:						143.35	.00					
499	KUNA LUMBER	B106601	6243	<u>POLY T'S, POLY VALVES, CLAMPS, ADAPTERS, INSERTS, ITEMS FOR SPRINKLERS DOWNTOWN REVITALIZATION, B.WITHROW, OCT.'17</u>	10/25/2017	129.78	.00	<u>01-6045 CONTINGENCY</u>	1118	10/17		
Total B106601:						129.78	.00					

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499	KUNA LUMBER	B106672	6246	<u>HOSE CLAMPS AND CONCRETE FOR DOG PARK, J.CRUMPTON, OCT.'17</u>	10/27/2017	57.67	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	10/17		
Total B106672:						57.67	.00					
499	KUNA LUMBER	B106990	6286	<u>RUBBER MALLOTS AND REPLACEMENT PROPANE FOR THE TORCH, TO BUILD BOXES FOR SPLASHPAD, J.CRUMPTON</u>	11/06/2017	10.78	.00	<u>01-6175 SMALL TOOLS</u>	1067	11/17		
Total B106990:						10.78	.00					
499	KUNA LUMBER	B107038		<u>TARP STRAPS TO HOLD DOWN FINE SCREEN, SEWER, NOV 17</u>	11/07/2017	10.40	.00	<u>21-6175 SMALL TOOLS</u>	0	11/17		
Total B107038:						10.40	.00					
Total KUNA LUMBER:						879.78	.00					
<b>KUNA MACHINE LLC</b>												
1775	KUNA MACHINE LLC	1899	6241	<u>MATERIALS TO MAKE FLAG HOLDERS FOR CROSSWALKS, S HOWELL, OCT 17</u>	10/24/2017	23.68	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	10/17		
Total 1899:						23.68	.00					
Total KUNA MACHINE LLC:						23.68	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800272673	6192	<u>SET OF TIRES FOR TRUCK #25, B.GILLOGLY, OCT.'17, WATER</u>	10/11/2017	905.16	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	11/17		
Total 12800272673:						905.16	.00					

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Total LES SCHWAB TIRES:						905.16	.00					
<b>MATHESON TRI-GAS INC</b>												
1871	MATHESON TRI-GAS INC	16420233		<u>GAS CYLINDER RENTAL, SEWER, OCT 17</u>	10/31/2017	28.67	.00	21-6150 M & R - SYSTEM	0	10/17		
Total 16420233:						28.67	.00					
Total MATHESON TRI-GAS INC:						28.67	.00					
<b>MISCELLANEOUS VENDORS 2</b>												
1849	MISCELLANEOUS VENDORS 2	29028502		<u>REFUND PAYMENT ERROR PER J MARSH, NOV 17</u>	11/14/2017	2,026.53	2,026.53	99-1075 Utility Cash Clearing	0	11/17	11/15/2017	
Total 29028502:						2,026.53	2,026.53					
Total MISCELLANEOUS VENDORS 2:						2,026.53	2,026.53					
<b>NEOFUNDS BY NEOPOST</b>												
1770	NEOFUNDS BY NEOPOST	11062017NEO		<u>SERVICE CHARGES - OCT.'17 - ADMIN</u>	11/06/2017	8.19	.00	01-6190 POSTAGE & BILLING	0	10/17		
1770	NEOFUNDS BY NEOPOST	11062017NEO		<u>SERVICE CHARGES - OCT.'17 - P &amp; Z</u>	11/06/2017	1.17	.00	01-6190 POSTAGE & BILLING	1003	10/17		
1770	NEOFUNDS BY NEOPOST	11062017NEO		<u>SERVICE CHARGES - OCT.'17 - WATER</u>	11/06/2017	12.48	.00	20-6190 POSTAGE & BILLING	0	10/17		
1770	NEOFUNDS BY NEOPOST	11062017NEO		<u>SERVICE CHARGES - OCT.'17 - SEWER</u>	11/06/2017	12.48	.00	21-6190 POSTAGE & BILLING	0	10/17		
1770	NEOFUNDS BY NEOPOST	11062017NEO		<u>SERVICE CHARGES - OCT.'17 - P,I</u>	11/06/2017	4.68	.00	25-6190 POSTAGE & BILLING	0	10/17		
Total 11062017NEOF:						39.00	.00					
Total NEOFUNDS BY NEOPOST:						39.00	.00					

**PARTS, INC.**

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470	PARTS, INC.	151712	6240	<u>PARTS TO INSTALL GPS. ONTO TRUCK #31. S.HOWELL, OCT.'17 - PARKS</u>	10/26/2017	34.53	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	10/17		
Total 151712:						34.53	.00					
470	PARTS, INC.	152103		<u>METRIC WRENCH SET. M.MEADE, OCT.'17</u>	10/31/2017	29.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/17		
Total 152103:						29.99	.00					
470	PARTS, INC.	152367	6274	<u>GRINDER FOR THE SHOP FOR FLEET, NOV.'17</u>	11/03/2017	32.49	.00	<u>01-6175 SMALL TOOLS</u>	0	11/17		
470	PARTS, INC.	152367	6274	<u>GRINDER FOR THE SHOP FOR FLEET, NOV.'17</u>	11/03/2017	13.00	.00	<u>20-6175 SMALL TOOLS</u>	0	11/17		
470	PARTS, INC.	152367	6274	<u>GRINDER FOR THE SHOP FOR FLEET, NOV.'17</u>	11/03/2017	13.00	.00	<u>21-6175 SMALL TOOLS</u>	0	11/17		
470	PARTS, INC.	152367	6274	<u>GRINDER FOR THE SHOP FOR FLEET, NOV.'17</u>	11/03/2017	6.50	.00	<u>25-6175 SMALL TOOLS</u>	0	11/17		
Total 152367:						64.99	.00					
470	PARTS, INC.	152603	6287	<u>FITTINGS FOR THE BACKHOE, B.GILLOGLY, NOV.'17</u>	11/06/2017	6.78	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	11/17		
470	PARTS, INC.	152603	6287	<u>FITTINGS FOR THE BACKHOE, B.GILLOGLY, NOV.'17</u>	11/06/2017	2.71	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	11/17		
470	PARTS, INC.	152603	6287	<u>FITTINGS FOR THE BACKHOE, B.GILLOGLY, NOV.'17</u>	11/06/2017	2.71	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	11/17		
470	PARTS, INC.	152603	6287	<u>FITTINGS FOR THE BACKHOE, B.GILLOGLY, NOV.'17</u>	11/06/2017	1.36	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	11/17		

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Total 152603:						13.56	.00					
470	PARTS, INC.	152606	6288	<u>NEEDLE AND THREADLOCK FOR REPAIRS TO FINE SCREEN GUIDE WHEELS. R.WARWICK, NOV.'17</u>	11/06/2017	15.78	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/17		
Total 152606:						15.78	.00					
470	PARTS, INC.	153213	6327	<u>BATTERY TESTER, S.HOWELL, NOV.'17</u>	11/15/2017	17.50	.00	01-6175 SMALL TOOLS	0	11/17		
470	PARTS, INC.	153213	6327	<u>BATTERY TESTER, S.HOWELL, NOV.'17</u>	11/15/2017	7.00	.00	20-6175 SMALL TOOLS	0	11/17		
470	PARTS, INC.	153213	6327	<u>BATTERY TESTER, S.HOWELL, NOV.'17</u>	11/15/2017	7.00	.00	21-6175 SMALL TOOLS	0	11/17		
470	PARTS, INC.	153213	6327	<u>BATTERY TESTER, S.HOWELL, NOV.'17</u>	11/15/2017	3.49	.00	25-6175 SMALL TOOLS	0	11/17		
470	PARTS, INC.	153213	6327	<u>2 EA. CANS LUBRICANT SPRAY, S.HOWELL, NOV.'17</u>	11/15/2017	4.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	11/17		
470	PARTS, INC.	153213	6327	<u>2 EA. CANS LUBRICANT SPRAY, S.HOWELL, NOV.'17</u>	11/15/2017	1.60	.00	20-6150 M & R - SYSTEM	0	11/17		
470	PARTS, INC.	153213	6327	<u>2 EA. CANS LUBRICANT SPRAY, S.HOWELL, NOV.'17</u>	11/15/2017	1.60	.00	21-6150 M & R - SYSTEM	0	11/17		
470	PARTS, INC.	153213	6327	<u>2 EA. CANS LUBRICANT SPRAY, S.HOWELL, NOV.'17</u>	11/15/2017	.79	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/17		
Total 153213:						42.98	.00					
470	PARTS, INC.	153223		<u>CREDIT/RETURNED BATTERY TESTER, S.HOWELL, NOV.'17</u>	11/15/2017	-17.50	.00	01-6175 SMALL TOOLS	0	11/17		
470	PARTS, INC.	153223		<u>CREDIT/RETURNED BATTERY TESTER, S.HOWELL, NOV.'17</u>	11/15/2017	-7.00	.00	20-6175 SMALL TOOLS	0	11/17		

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470	PARTS, INC.	153223		<u>CREDIT/RETURNED BATTERY TESTER, S.HOWELL, NOV.'17</u>	11/15/2017	-7.00	.00	21-6175 <u>SMALL TOOLS</u>	0	11/17		
470	PARTS, INC.	153223		<u>CREDIT/RETURNED BATTERY TESTER, S.HOWELL, NOV.'17</u>	11/15/2017	-3.49	.00	25-6175 <u>SMALL TOOLS</u>	0	11/17		
Total 153223:						-34.99	.00					
470	PARTS, INC.	910600	6278	<u>STARTER FOR TRUCK #28, S. HOWELL NOV '17</u>	11/06/2017	116.51	.00	01-6305 <u>VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	11/17		
470	PARTS, INC.	910600	6278	<u>STARTER FOR TRUCK #28, S. HOWELL NOV '17</u>	11/06/2017	5.18	.00	20-6305 <u>VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	11/17		
470	PARTS, INC.	910600	6278	<u>STARTER FOR TRUCK #28, S. HOWELL NOV '17</u>	11/06/2017	5.18	.00	21-6305 <u>VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	11/17		
470	PARTS, INC.	910600	6278	<u>STARTER FOR TRUCK #28, S. HOWELL NOV '17</u>	11/06/2017	2.59	.00	25-6305 <u>VEHICLE MAINTENANCE &amp; REPAIR</u>	0	11/17		
Total 910600:						129.46	.00					
Total PARTS, INC.:						296.30	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	844994		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, &amp; CEDAR), 12/1-31/17 - WATER</u>	11/15/2017	210.88	.00	20-6140 <u>MAINT. &amp; REPAIR BUILDING</u>	0	12/17		
1021	PEAK ALARM COMPANY, INC	844994		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, &amp; CEDAR), 12/1-31/17 - P.I</u>	11/15/2017	52.72	.00	25-6140 <u>MAINT &amp; REPAIR BUILDING</u>	0	12/17		

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Total 844994:						263.60	.00					
1021	PEAK ALARM COMPANY, INC	845044		<u>ALARM MONITORING FOR THE TREATMENT PLANT. 12/1-31/17</u>	11/15/2017	89.01	.00	21-6140 MAINT & REPAIR BUILDING	0	12/17		
Total 845044:						89.01	.00					
Total PEAK ALARM COMPANY, INC:						352.61	.00					
<b>RAIN FOR RENT</b>												
144	RAIN FOR RENT	1123556	6137	<u>RENTAL OF DISCHARGE HOSE FOR TRANSFER PUMP, FROM 9/27-10/24/17, T.FLEMING, OCT.'17</u>	10/25/2017	228.38	.00	21-6212 RENT- EQUIPMENT	0	10/17		
Total 1123556:						228.38	.00					
144	RAIN FOR RENT	1126123	6137	<u>RENTAL OF DISCHARGE HOSE FOR TRANSFER PUMP, 10/25- 27/17, T.FLEMING, OCT.'17</u>	10/31/2017	76.13	.00	21-6212 RENT- EQUIPMENT	0	10/17		
Total 1126123:						76.13	.00					
Total RAIN FOR RENT:						304.51	.00					
<b>REXEL, INC.</b>												
1613	REXEL, INC.	N522316	6318	<u>LIGHT POST FOR THE GREENBELT LIGHTING PROJECT, OCT.'17</u>	10/27/2017	6,833.10	.00	40-6020 CAPITAL IMPROVEMENTS	1015	10/17		
Total N522316:						6,833.10	.00					
1613	REXEL, INC.	O332588	5845	<u>LIGHT POLE FOR THE GREENBELT, C.OSWALD, JUL.'17 - PARKS</u>	10/30/2017	3,416.55	.00	40-6020 CAPITAL IMPROVEMENTS	1015	10/17		
Total O332588:						3,416.55	.00					

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Total REXEL, INC.:						10,249.65	.00					
<b>ROCKY MOUNTAIN TURF &amp; INDUSTRI</b>												
478	ROCKY MOUNTAIN TURF & INDUSTRI	E00013		<u>AERATION DRUM REEL ASSEMBLY FOR THE AERATOR, B.WITHROW, OCT.'17</u>	10/30/2017	5,385.00	.00	40-6166 PP&E PURCHASES OPERATIONS	1124	10/17		
Total E00013:						5,385.00	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						5,385.00	.00					
<b>SANDRA JENKINS</b>												
1901	SANDRA JENKINS	000017		<u>ART COMMISSIONS CREATE N SIP CAKE BALL CLASSES, CLERKS, OCT 17</u>	10/23/2017	240.00	.00	03-6379 EXPENDITURES - ART SHOWS	0	10/17		
Total 000017:						240.00	.00					
Total SANDRA JENKINS:						240.00	.00					
<b>SHARP ELECTRONICS CORP -LEASE</b>												
1734	SHARP ELECTRONICS CORP - LEASE	5004362728		<u>COPIER LEASE, MODEL MX2615N, 11/1-30/17 - PARKS</u>	11/05/2017	17.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/17		
1734	SHARP ELECTRONICS CORP - LEASE	5004362728		<u>COPIER LEASE, MODEL MX2615N, 11/1-30/17 - WATER</u>	11/05/2017	27.92	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	11/17		
1734	SHARP ELECTRONICS CORP - LEASE	5004362728		<u>COPIER LEASE, MODEL MX2615N, 11/1-30/17 - SEWER</u>	11/05/2017	34.65	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/17		
1734	SHARP ELECTRONICS CORP - LEASE	5004362728		<u>COPIER LEASE, MODEL MX2615N, 11/1-30/17 - P.I</u>	11/05/2017	16.36	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/17		
Total 5004362728:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					

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<b>SHARP ELECTRONICS CORP-METERED</b>												
1806	SHARP ELECTRONICS CORP-METERED	11349951		<u>EXCESS METER READING FOR COPIER, MODEL # MX2615N, 9/1-30/17-PARKS</u>	10/31/2017	5.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/17		
1806	SHARP ELECTRONICS CORP-METERED	11349951		<u>EXCESS METER READING FOR COPIER, MODEL # MX2615N, 9/1-30/17-WATER</u>	10/31/2017	9.66	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
1806	SHARP ELECTRONICS CORP-METERED	11349951		<u>EXCESS METER READING FOR COPIER, MODEL # MX2615N, 9/1-30/17-SEWER</u>	10/31/2017	11.99	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
1806	SHARP ELECTRONICS CORP-METERED	11349951		<u>EXCESS METER READING FOR COPIER, MODEL # MX2615N, 9/1-30/17-P.I</u>	10/31/2017	5.66	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/17		
Total 11349951:						33.30	.00					
Total SHARP ELECTRONICS CORP-METERED:						33.30	.00					
<b>SPECTER INSTRUMENTS, INC.</b>												
1626	SPECTER INSTRUMENTS, INC.	150XT437-201		<u>ANNUAL RENEWAL OF SCADA SOFTWARE SUPPORT AND MAINTENANCE (WIN-911 SOFTWARE)-WATER</u>	11/21/2017	207.90	.00	20-6052 CONTRACT SERVICES	0	11/17		
1626	SPECTER INSTRUMENTS, INC.	150XT437-201		<u>ANNUAL RENEWAL OF SCADA SOFTWARE SUPPORT AND MAINTENANCE (WIN-911 SOFTWARE)-SEWER</u>	11/21/2017	207.90	.00	21-6052 CONTRACT SERVICES	0	11/17		
1626	SPECTER INSTRUMENTS, INC.	150XT437-201		<u>ANNUAL RENEWAL OF SCADA SOFTWARE SUPPORT AND MAINTENANCE (WIN-911 SOFTWARE)-P.I</u>	11/21/2017	79.20	.00	25-6052 CONTRACT SERVICES	0	11/17		
Total 150XT437-20171216:						495.00	.00					
Total SPECTER INSTRUMENTS, INC.:						495.00	.00					
<b>TECHNOLOGY SOLUTIONS LLC</b>												
1823	TECHNOLOGY SOLUTIONS LLC	3471		<u>DOOR LOCK REPLACEMENT FOR CITY HALL, OCT.'17 - ADMIN</u>	10/31/2017	32.20	.00	01-6140 MAINT. & REPAIR BUILDING	0	10/17		

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1823	TECHNOLOGY SOLUTIONS LLC	3471		<u>DOOR LOCK REPLACEMENT FOR CITY HALL, OCT.'17 - P &amp; Z</u>	10/31/2017	11.50	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1003	10/17		
1823	TECHNOLOGY SOLUTIONS LLC	3471		<u>DOOR LOCK REPLACEMENT FOR CITY HALL, OCT.'17 - WATER</u>	10/31/2017	29.90	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	10/17		
1823	TECHNOLOGY SOLUTIONS LLC	3471		<u>DOOR LOCK REPLACEMENT FOR CITY HALL, OCT.'17 - SEWER</u>	10/31/2017	29.90	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	10/17		
1823	TECHNOLOGY SOLUTIONS LLC	3471		<u>DOOR LOCK REPLACEMENT FOR CITY HALL, OCT.'17 - P,I</u>	10/31/2017	11.50	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	10/17		
Total 3471:						115.00	.00					
Total TECHNOLOGY SOLUTIONS LLC:						115.00	.00					
<b>THE JORDEL COMPANY</b>												
1523	THE JORDEL COMPANY	00000000273	6048	<u>"PRESSURE TEST APPROVAL" STICKERS, ORANGE CORRECTION NOTICE STICKERS, J COULTER, BLDG INSP. AUG 17</u>	08/31/2017	55.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	8/17		
Total 00000000273:						55.00	.00					
1523	THE JORDEL COMPANY	00000000308	6048	<u>"PRESSURE TEST APPROVAL" STICKERS, ORANGE CORRECTION NOTICE STICKERS, J COULTER, BLDG INSP. AUG 17</u>	09/12/2017	105.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	9/17		
Total 00000000308:						105.00	.00					
1523	THE JORDEL COMPANY	00000000423	6283	<u>HOLIDAY SHOW MAILER, A.WELKER, NOV.'17</u>	10/26/2017	400.00	.00	<u>03-6379 EXPENDITURES - ART SHOWS</u>	0	11/17		
1523	THE JORDEL COMPANY	00000000423	6283	<u>HOLIDAY SHOW MAILER, A.WELKER, NOV.'17</u>	10/26/2017	400.00	.00	<u>03-6370 EXP. - DOWNTOWN REVITALIZATION</u>	0	11/17		

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Total 00000000423:						800.00	.00					
Total THE JORDEL COMPANY:						960.00	.00					
<b>UNITED OIL</b>												
316	UNITED OIL	0375633	6206	<u>1992 GALLONS DYED LOW SULFUR DIESEL, T.SHAFFER, OCT.'17 - ADMIN</u>	10/18/2017	1,174.82	.00	<u>01-6300 FUEL</u>	0	10/17		
316	UNITED OIL	0375633	6206	<u>1992 GALLONS DYED LOW SULFUR DIESEL, T.SHAFFER, OCT.'17 - WATER</u>	10/18/2017	1,174.82	.00	<u>20-6300 FUEL</u>	0	10/17		
316	UNITED OIL	0375633	6206	<u>1992 GALLONS DYED LOW SULFUR DIESEL, T.SHAFFER, OCT.'17 - SEWER</u>	10/18/2017	2,937.06	.00	<u>21-6300 FUEL</u>	0	10/17		
316	UNITED OIL	0375633	6206	<u>1992 GALLONS DYED LOW SULFUR DIESEL, T.SHAFFER, OCT.'17 - ADMIN</u>	10/18/2017	587.41	.00	<u>25-6300 FUEL</u>	0	10/17		
Total 0375633:						5,874.11	.00					
Total UNITED OIL:						5,874.11	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	405703	6248	<u>2 PKS, DTV CHLORINE PILLOWS, D.CROSSLEY, OCT.'17</u>	10/27/2017	142.10	.00	<u>20-6151 M &amp; R - PROCESS CHEMICALS</u>	0	10/17		
Total 405703:						142.10	.00					
Total USA BLUE BOOK:						142.10	.00					
<b>UTILITY REFUNDS #4</b>												
1887	UTILITY REFUNDS #4	120940.02		<u>ROBERT E DAL PORTO, 1847 W ESCONDIDO ST, UTILITY REFUND</u>	10/31/2017	72.57	.00	<u>99-1075 Utility Cash Clearing</u>	0	10/17		
Total 120940.02:						72.57	.00					

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1887	UTILITY REFUNDS #4	121280.01		<u>KAREN DAVIDSON, 1784 W MULHULAND CT, UTILITY REFUND</u>	10/31/2017	158.93	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 121280.01:						158.93	.00					
1887	UTILITY REFUNDS #4	173060.01		<u>PERRYMAN CONSTRUCTION, 1536 W KERF ST, UTILITY REFUND</u>	11/15/2017	180.72	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 173060.01:						180.72	.00					
1887	UTILITY REFUNDS #4	173180.02		<u>ROBERT HATHAWAY, 488 S TAILINGS AVE, UTILITY REFUND</u>	10/31/2017	62.30	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 173180.02:						62.30	.00					
1887	UTILITY REFUNDS #4	173300.02		<u>DOMINIC CASTILLO, 431 S ROCKER AVE, UTILITY REFUND</u>	10/31/2017	71.18	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 173300.02:						71.18	.00					
1887	UTILITY REFUNDS #4	174002.01		<u>CBH, 1109 S KALAHARI AVE, UTILITY REFUND</u>	10/31/2017	45.84	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 174002.01:						45.84	.00					
1887	UTILITY REFUNDS #4	174015.01		<u>CBH, 1956 W DESERTHAWK DR, UTILITY REFUND</u>	10/31/2017	57.76	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 174015.01:						57.76	.00					
1887	UTILITY REFUNDS #4	175011.01		<u>CBH, 272 S ROCKER AVE, UTILITY REFUND</u>	11/14/2017	35.66	.00	99-1075 Utility Cash Clearing	0	11/17		

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Total 175011.01:						35.66	.00					
1887	UTILITY REFUNDS #4	180300.05		<u>DAVID NEWSOME, 1446 W BALBOA ST, UTILITY REFUND</u>	11/14/2017	41.78	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 180300.05:						41.78	.00					
1887	UTILITY REFUNDS #4	200885.00		<u>JOYCE BARTOLINE, 340 E SCOPS OWL DR, UTILITY REFUND</u>	10/31/2017	65.20	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 200885.00:						65.20	.00					
1887	UTILITY REFUNDS #4	201695.04		<u>RYAN KUNTZ, 484 E NORTHRIDGE DR, UTILITY REFUND</u>	11/03/2017	69.33	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 201695.04:						69.33	.00					
1887	UTILITY REFUNDS #4	221425.01		<u>CBH, 1179 S RUMNEY AVE, UTILITY REFUND</u>	10/31/2017	14.51	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 221425.01:						14.51	.00					
1887	UTILITY REFUNDS #4	230355.01		<u>BRIAN TAYLOR, 649 S RED OAK AVE, UTILITY REFUND</u>	10/31/2017	81.13	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 230355.01:						81.13	.00					
1887	UTILITY REFUNDS #4	240305.01		<u>BILL DAVIS, 563 N MUDSTONE WAY, UTILITY REFUND</u>	10/31/2017	43.23	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 240305.01:						43.23	.00					
1887	UTILITY REFUNDS #4	250545.01		<u>MARK THOMPSON, 412 W TEHUTI ST, UTILITY REFUND</u>	10/31/2017	72.57	.00	99-1075 Utility Cash Clearing	0	10/17		

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Total 250545.01:						72.57	.00					
1887	UTILITY REFUNDS #4	261050.02		<u>TYLER SIMMONS, 2151 N MAROON AVE, UTILITY REFUND</u>	10/31/2017	57.72	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 261050.02:						57.72	.00					
1887	UTILITY REFUNDS #4	265108.01		<u>RIVERWOOD HOMES, 2334 N VANDYKE AVE, UTILITY REFUND</u>	10/31/2017	45.43	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 265108.01:						45.43	.00					
1887	UTILITY REFUNDS #4	265124.01		<u>RIVERWOOD HOMES, 2289 N VAN DYKE AVE, UTILITY REFUND</u>	10/31/2017	58.00	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 265124.01:						58.00	.00					
1887	UTILITY REFUNDS #4	274410.03		<u>GREGORY BISHOP, 562 W TREEHOUSE WAY, UTILITY REFUND</u>	11/02/2017	29.75	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 274410.03:						29.75	.00					
1887	UTILITY REFUNDS #4	277003.01		<u>CHALLENGER DEVELOPMENT INC. 674 W ALLSPICE ST, UTILITY REFUND</u>	10/31/2017	50.45	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 277003.01:						50.45	.00					
1887	UTILITY REFUNDS #4	277004.01		<u>CHALLENGER DEVELOPMENT INC. 650 W ALLSPICE ST, UTILITY REFUND</u>	10/31/2017	30.64	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 277004.01:						30.64	.00					

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1887	UTILITY REFUNDS #4	278107.01		<u>CBH, 3074 W FUJI CT, UTILITY REFUND</u>	11/14/2017	50.86	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 278107.01:						50.86	.00					
1887	UTILITY REFUNDS #4	278109.01		<u>CBH, 3102 W FUJI CT, UTILITY REFUND</u>	10/31/2017	42.75	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 278109.01:						42.75	.00					
1887	UTILITY REFUNDS #4	278143.01		<u>CBH, 8971 S ROYAL GALA AVE, UTILITY REFUND</u>	10/31/2017	24.61	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 278143.01:						24.61	.00					
1887	UTILITY REFUNDS #4	302015.01		<u>BERKELY BUILDING CO, 470 E RAISON ST, UTILITY REFUND</u>	10/31/2017	13.99	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 302015.01:						13.99	.00					
1887	UTILITY REFUNDS #4	303008.01		<u>HUBBLE HOMES, 1141 E SHADY RIDGE DR, UTILITY REFUND</u>	10/31/2017	86.94	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 303008.01:						86.94	.00					
1887	UTILITY REFUNDS #4	310015.01		<u>TOLL BROS, 9585 S MACADAN WAY, UTILITY REFUND</u>	10/31/2017	45.85	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 310015.01:						45.85	.00					
1887	UTILITY REFUNDS #4	310234.01		<u>TOLL BROS, 1365 W SOLDOTNA DR, UTILITY REFUND</u>	11/02/2017	36.07	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 310234.01:						36.07	.00					

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1887	UTILITY REFUNDS #4	310242.01		<u>TOLL BROS INC, 9528 S ROCK CLIFFS PL, UTILITY REFUND</u>	10/31/2017	48.89	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 310242.01:						48.89	.00					
1887	UTILITY REFUNDS #4	310243.01		<u>TOLL BROS INC, 9514 S ROCK CLIFFS PL, UTILITY REFUND</u>	10/31/2017	48.66	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 310243.01:						48.66	.00					
1887	UTILITY REFUNDS #4	310244.01		<u>TOLL BROS INC, 9500 S ROCK CLIFFS PL, UTILITY REFUND</u>	10/31/2017	47.37	.00	99-1075 Utility Cash Clearing	0	10/17		
Total 310244.01:						47.37	.00					
1887	UTILITY REFUNDS #4	310316.01		<u>TOLL BROS, 9256 S FIDALGO, UTILITY REFUND</u>	11/03/2017	41.46	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 310316.01:						41.46	.00					
1887	UTILITY REFUNDS #4	92220.02		<u>DREW TVERDY, 1443 N FORTY NINER AVE, UTILITY REFUND</u>	11/14/2017	39.95	.00	99-1075 Utility Cash Clearing	0	11/17		
Total 92220.02:						39.95	.00					
Total UTILITY REFUNDS #4:						1,872.10	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	44153		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR OCT.'17 - ADMIN</u>	10/31/2017	50.83	.00	01-6190 POSTAGE & BILLING	0	10/17		
857	VALLI INFORMATION SYSTEMS, INC	44153		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR OCT.'17 - WATER</u>	10/31/2017	79.87	.00	20-6190 POSTAGE & BILLING	0	10/17		
857	VALLI INFORMATION SYSTEMS, INC	44153		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR OCT.'17 - SEWER</u>	10/31/2017	79.87	.00	21-6190 POSTAGE & BILLING	0	10/17		

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
857	VALLI INFORMATION SYSTEMS, INC	44153		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR OCT.'17 - P.I</u>	10/31/2017	31.47	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	10/17		
Total 44153:						242.04	.00					
857	VALLI INFORMATION SYSTEMS, INC	44371		<u>ESTATEMENT, INSERTS, AND POSTAGE FOR OCT.'17 - ADMIN</u>	11/13/2017	880.57	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	10/17		
857	VALLI INFORMATION SYSTEMS, INC	44371		<u>ESTATEMENT, INSERTS, AND POSTAGE FOR OCT.'17 - WATER</u>	11/13/2017	1,383.76	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	10/17		
857	VALLI INFORMATION SYSTEMS, INC	44371		<u>ESTATEMENT, INSERTS, AND POSTAGE FOR OCT.'17 - SEWER</u>	11/13/2017	1,383.76	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	10/17		
857	VALLI INFORMATION SYSTEMS, INC	44371		<u>ESTATEMENT, INSERTS, AND POSTAGE FOR OCT.'17 - PI</u>	11/13/2017	545.12	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	10/17		
Total 44371:						4,193.21	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,435.25	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9795359757		<u>CELL PHONE SERVICE, 9/29/17-10/28/17 - ADMIN</u>	10/28/2017	64.98	.00	<u>01-6255 TELEPHONE</u>	0	10/17		
1575	VERIZON WIRELESS	9795359757		<u>CELL PHONE SERVICE, 9/29/17-10/28/17 - PARKS</u>	10/28/2017	417.74	.00	<u>01-6255 TELEPHONE</u>	1004	10/17		
1575	VERIZON WIRELESS	9795359757		<u>CELL PHONE SERVICE, 9/29/17-10/28/17 - BUILDING INSPECTION</u>	10/28/2017	55.70	.00	<u>01-6255 TELEPHONE</u>	1005	10/17		
1575	VERIZON WIRELESS	9795359757		<u>CELL PHONE SERVICE, 9/29/17-10/28/17 - WATER</u>	10/28/2017	323.98	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	10/17		
1575	VERIZON WIRELESS	9795359757		<u>CELL PHONE SERVICE, 9/29/17-10/28/17 - SEWER</u>	10/28/2017	351.83	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	10/17		

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1575	VERIZON WIRELESS	9795359757		<u>CELL PHONE SERVICE, 9/29/17-10/28/17 - P.I</u>	10/28/2017	85.40	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	10/17		
1575	VERIZON WIRELESS	9795359757		<u>NEW EQUIPMENT CHARGES, K.DUTRA &amp; D.POLENTZ, OCT.'17 - PARKS</u>	10/28/2017	74.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/17		
Total 9795359757:						1,374.62	.00					
1575	VERIZON WIRELESS	9795454556		<u>TABLET SERVICE, 10/2-11/1/17 - ADMIN</u>	11/01/2017	3.97	.00	<u>01-6255 TELEPHONE</u>	0	10/17		
1575	VERIZON WIRELESS	9795454556		<u>TABLET SERVICE, 10/2-11/1/17 - PARKS</u>	11/01/2017	8.73	.00	<u>01-6255 TELEPHONE</u>	1004	10/17		
1575	VERIZON WIRELESS	9795454556		<u>TABLET SERVICE, 10/2-11/1/17 - BUILDING INSPECTION</u>	11/01/2017	17.46	.00	<u>01-6255 TELEPHONE</u>	1005	10/17		
1575	VERIZON WIRELESS	9795454556		<u>TABLET SERVICE, 10/2-11/1/17 - WATER</u>	11/01/2017	38.72	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	10/17		
1575	VERIZON WIRELESS	9795454556		<u>TABLET SERVICE, 10/2-11/1/17 - SEWER</u>	11/01/2017	48.24	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	10/17		
1575	VERIZON WIRELESS	9795454556		<u>TABLET SERVICE, 10/2-11/1/17 - P.I</u>	11/01/2017	9.84	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	10/17		
Total 9795454556:						126.96	.00					
Total VERIZON WIRELESS:						1,501.58	.00					
<b>VORTEX USA INC</b>												
1885	VORTEX USA INC	31621	6242	<u>SEEFLOW KIT, INSTALLATION KITS, TOOL KITS, MAINTENANCE PARTS, FLOWLOGICS KITS, EMBEDS, PLAYPRODUCTS, AND FREIGHT FOR SPLASH PAD, B.WITHROW, OCT.'17</u>	10/13/2017	122,663.80	.00	<u>01-6045 CONTINGENCY</u>	1067	10/17		

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Total 31621:						122,663.80	.00					
Total VORTEX USA INC:						122,663.80	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0373185		RECORDS DESTRUCTION SERVICES, 10/1-31/17 - ADMIN	11/01/2017	7.00	.00	01-6052 CONTRACT SERVICES	0	10/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0373185		RECORDS DESTRUCTION SERVICES, 10/1-31/17 - P & Z	11/01/2017	2.25	.00	01-6052 CONTRACT SERVICES	1003	10/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0373185		RECORDS DESTRUCTION SERVICES, 10/1-31/17 - WATER	11/01/2017	6.63	.00	20-6052 CONTRACT SERVICES	0	10/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0373185		RECORDS DESTRUCTION SERVICES, 10/1-31/17 - SEWER	11/01/2017	6.63	.00	21-6052 CONTRACT SERVICES	0	10/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0373185		RECORDS DESTRUCTION SERVICES, 10/1-31/17 - P.I	11/01/2017	2.49	.00	25-6052 CONTRACT SERVICES	0	10/17		
Total 0373185:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN000494820	6265	REPAIR FOR DANSKIN LIFT STATION, CHECK VALVES INSTALLED, T.FLEMING, NOV.'17	11/02/2017	477.21	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/17		
Total IN000494820:						477.21	.00					
Total WESTERN STATES EQUIPMENT CO.:						477.21	.00					
<b>WEX BANK</b>												
1234	WEX BANK	51807250		FUEL, OCT.'17 - ADMIN	10/31/2017	2.98	.00	01-6300 FUEL	0	10/17		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 11/1/2017-11/16/2017

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	51807250		<u>FUEL, OCT.'17 - PARKS</u>	10/31/2017	801.08	.00	<u>01-6300 FUEL</u>	1004	10/17		
1234	WEX BANK	51807250		<u>FUEL, OCT.'17 - BUILDING INSPECTION</u>	10/31/2017	229.32	.00	<u>01-6300 FUEL</u>	1005	10/17		
1234	WEX BANK	51807250		<u>FUEL, OCT.'17 - WATER</u>	10/31/2017	518.47	.00	<u>20-6300 FUEL</u>	0	10/17		
1234	WEX BANK	51807250		<u>FUEL, OCT.'17 - SEWER</u>	10/31/2017	35.20	.00	<u>21-6300 FUEL</u>	0	10/17		
1234	WEX BANK	51807250		<u>FUEL, OCT.'17 - P.I</u>	10/31/2017	140.27	.00	<u>25-6300 FUEL</u>	0	10/17		
Total 51807250:						1,727.32	.00					
Total WEX BANK:						1,727.32	.00					
Grand Totals:						597,725.11	147,552.28					

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 11/1/2017-11/16/2017

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

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**RESOLUTION NO. R91-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF TWO AND 62/100 PERCENT (2.62%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE 2017-2018 STEP AND GRADE CHART FOR ALL FULL-TIME NON-DIRECTOR EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the cost of living increase of two and 62/100 percent (2.62%) for all full-time city employees is approved.

**BE IT FURTHER RESOLVED** that the 2017-2018 Step and Grade Chart for the non-director employees is hereby adopted.

**BE IT FURTHER RESOLVED** that all prior Step and Grade Charts are hereby repealed.

**BE IT FURTHER RESOLVED** that the cost of living increase shall be effective commencing with the first pay period after October 1, 2017.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 21<sup>st</sup> day of November 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 21<sup>st</sup> day of November 2017.

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

ATTEST:

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

Wage Step & Grade Chart  
Effective October 1, 2017 For FYE 2018

<u>STEPS</u> ↓ <u>GRADES</u>	→ A	B	C	D	E	F	G	H	I	J	K	L
13	\$44.41	\$45.74	\$47.11	\$48.52	\$49.98	\$51.48	\$53.02	\$54.61	\$56.25	\$57.94	\$59.68	\$61.47
12	\$38.61	\$39.77	\$40.97	\$42.19	\$43.46	\$44.76	\$46.11	\$47.49	\$48.91	\$50.38	\$51.89	\$53.45
11	\$33.58	\$34.58	\$35.62	\$36.69	\$37.79	\$38.93	\$40.09	\$41.30	\$42.53	\$43.81	\$45.12	\$46.48
10	\$29.20	\$30.07	\$30.98	\$31.90	\$32.86	\$33.85	\$34.86	\$35.91	\$36.99	\$38.10	\$39.24	\$40.42
9	\$25.39	\$26.15	\$26.94	\$27.74	\$28.58	\$29.43	\$30.32	\$31.23	\$32.16	\$33.13	\$34.12	\$35.14
8	\$22.08	\$22.74	\$23.42	\$24.12	\$24.85	\$25.59	\$26.36	\$27.15	\$27.97	\$28.81	\$29.67	\$30.56
7	\$20.07	\$20.67	\$21.29	\$21.93	\$22.59	\$23.27	\$23.97	\$24.68	\$25.42	\$26.19	\$26.97	\$27.78
6	\$18.25	\$18.79	\$19.36	\$19.94	\$20.54	\$21.15	\$21.79	\$22.44	\$23.11	\$23.81	\$24.52	\$25.26
5	\$16.59	\$17.08	\$17.60	\$18.13	\$18.67	\$19.23	\$19.81	\$20.40	\$21.01	\$21.64	\$22.29	\$22.96
4	\$15.08	\$15.53	\$16.00	\$16.48	\$16.97	\$17.48	\$18.01	\$18.55	\$19.10	\$19.67	\$20.27	\$20.87
3	\$13.71	\$14.12	\$14.54	\$14.98	\$15.43	\$15.89	\$16.37	\$16.86	\$17.37	\$17.89	\$18.42	\$18.98
2	\$12.46	\$12.84	\$13.22	\$13.62	\$14.03	\$14.45	\$14.88	\$15.33	\$15.79	\$16.26	\$16.75	\$17.25
1	\$11.33	\$11.67	\$12.02	\$12.38	\$12.75	\$13.13	\$13.53	\$13.93	\$14.35	\$14.78	\$15.23	\$15.68
<u>COST OF LIVING ADJUSTMENT(COLA) FACTOR</u>												
	2.62%	CPI-U DELTA FOR WESTER REGION SINCE MAY 31, 2015 (Through May, 2017 values)										
	2.62%	APPROVED COLA FYE 2018, EFFECTIVE OCTOBER 1, 2017										
	1.0262	COLA FACTOR APPLIED TO THE CHART'S KEY CORNER FOR FYE 2018 TOTAL CHART ADJUSTMENT										

**RESOLUTION NO. R92-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH JORGE AYALA DBA AYALA FARMS, FOR THE LEASE OF THE CITY OF KUNA, IDAHO'S PROPERTY LOCATED AT MEADOW VIEW ROAD, KUNA, IDAHO.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute Real Estate Lease Agreement between the City of Kuna and Jorge Ayala DBA Ayala Farms, for the lease of the City of Kuna's property located at Meadow View Road, Kuna, Idaho, as more particularly described in the lease at Exhibit A.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 21<sup>st</sup> day of November 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 21<sup>st</sup> day of November 2017.

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

ATTEST:

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

## REAL ESTATE LEASE AGREEMENT

This AGREEMENT is between the **City of Kuna, Idaho**, (herein referred to as "LESSOR") and **Jorge Ayala dba Ayala Farms** (herein referred to as "LESSEE");

1. LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property as described on "EXHIBIT A", attached hereto, consisting of approximately 17 farmable acres (Property). The parties acknowledge that said Property is located east of Meridian Road and south of Meadow View, in Kuna, Ada County, Idaho.
2. RENT: LESSEE agrees to pay LESSOR rent for the Property in the amount of \$100.00 per acre for a total lease price of \$1,700.00 per annum, payable in full at time of execution of lease, and thereafter at the time of renewal of the lease.
3. TERM: TERM: The term of this lease is from October 1, 2017 to September 30, 2018. Renewal terms shall be twelve (12) months, commencing October 1 of the then current year and end on September 30 of the following year.
4. LESSEE'S OBLIGATIONS: LESSEE agrees to the following at its expense:
  - a. To pay all irrigation water assessments to the City of Kuna, Idaho. The 2017 assessment is due upon receipt.
  - b. To exercise usual and customary farming practices and pay for all farming expenses.
  - c. To provide all materials and labor necessary to operate and maintain the farm and any improvements during the lease in as good or better condition as it was at the beginning of the lease.
  - d. To use diligence and follow approved practices in preventing noxious weeds from going to seed on the farm.
5. LESSOR'S OBLIGATIONS: LESSOR agrees to perform the following at its expense:
  - a. Work with the adjoining landowner to the south and Boise Project Board of Control to relocate the LESSOR's headgate to the east of its current location for the property's irrigation water and the rerouting of the pipe and replacement of the irrigation box at the point of delivery at the property. Costs to be paid for by the LESSOR and/or adjoining landowner.
6. ADDITIONAL TERMS: LESSEE acknowledges and agrees that the Property is owned by the LESSOR and at some future date may be sold, or developed for city use and LESSEE agrees that LESSOR may terminate this lease early by paying LESSEE the value of the crops growing upon the Property (limited to the current growing season) and terminate the lease early and the payment of the value of the crops growing upon the property shall be considered the liquidated damages for the early termination of the lease. LESSEE agrees and assumes the risk that if it

## REAL ESTATE LEASE AGREEMENT

plants a multi-year crop, such as alfalfa, and this lease is terminated before LESSEE has realized the economic benefit of the said crop, it waives and is hereby estopped from asserting any claim, including damages or reimbursement for any multi-years crops, except for the crop during the current lease term.

7. **WARRANTIES:** There are no warranties by LESSOR and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.
8. **INSURANCE:** LESSEE agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for LESSOR's farming operation; said coverage to include LESSEE's agents and employees, and cover all activities upon the Property and the use of all vehicles and equipment used on the Property. The liability insurance limits, at a minimum, shall be \$1,000,000.00 general aggregate and \$1,000,000.00 each occurrence.
9. **ALTERATIONS AND IMPROVEMENTS:** No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by LESSEE without first obtaining the written consent of LESSOR. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease.
10. **ENTRY BY LESSOR:** LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
11. **INDEMNIFICATION:** LESSEE agrees to indemnify, defend, and hold harmless LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement.
12. **RENEGOTIATION OF LEASE TERMS:** Either party may request in writing, a renegotiation of the lease terms on or before February of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease and the LESSOR may thereafter put the lease out for a Request for Proposal or "RFP" as provided for by law.
13. **TIME OF ESSENCE AND DEFAULT:** Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement

## REAL ESTATE LEASE AGREEMENT

shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.

14. RENEWALS: LESSEE shall have the first right to renew this lease for additional one (1) year period, subject to the provisions of paragraph 11, by giving written notice of renewal at least ninety (90) days before the lease expires. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.
15. ASSIGNMENT OR SUBLETTING PROHIBITED: LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.
16. USE OF PROPERTY: LESSEE will only use the property in a way that is in compliance with the any permit or management plan that the LESSOR has entered into with any governmental entity, and LESSEE shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The LESSEE'S use of the property shall not be changed without the consent of LESSOR.
17. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
18. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
19. SERVICE OF NOTICES: Any notice may be served upon LESSOR by certified mail to LESSOR at:

City of Kuna, Idaho  
Post Office Box 13  
Kuna, Idaho 83634;

And any notice may be served upon LESSEE by certified mail to LESSEE at:

Jorge Ayala  
486 N. Flauson Ave.  
Kuna, Idaho 83634  
(208) 573-9496

Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

# REAL ESTATE LEASE AGREEMENT

(Signature page follows)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LESSOR:

LESSEE:

\_\_\_\_\_  
*City of Kuna, Idaho*

By Jorge Ayala  
*Jorge Ayala dba Ayala Farms*

By \_\_\_\_\_  
*Joe L. Stear*

Its Jorge Ayala - Owner

Its \_\_\_\_\_  
*Mayor*

WITNESS:

ATTEST:  
\_\_\_\_\_  
Clerk of the City of Kuna

Chris Engels  
*Kuna City Clerk*

Form and content approved by \_\_\_\_\_ as attorney for the City of Kuna, Idaho.

**RESOLUTION NO. R93-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE SIGNATURE OF THE PUBLIC WORKS DIRECTOR UPON AND APPROVING THE AGREEMENTS AND ADDENDUM WITH PEAK ALARM COMPANY OF IDAHO, INC. TO PROVIDE COMMERCIAL ALARM PRODUCTS AND MONITORING SERVICES FOR THE CITY AT 6950 S TEN MILE ROAD, MERIDIAN IDAHO AND 320 W. 2<sup>ND</sup> STREET, KUNA, IDAHO.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho authorizing the signature of the Public Works Director upon and approving the agreements and addendum with Peak Alarm Company of Idaho, Inc. to provide commercial alarm products and monitoring services for the City at 6950 South Ten Mile Road, Meridian Idaho and 320 W. 2nd Street, Kuna, Idaho pursuant to the terms of the agreements, as attached as **Exhibit A**.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 21<sup>st</sup> day of November 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 21<sup>st</sup> day of November 2017..

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

ATTEST:

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

Idaho Contractors License: ELE-SC-4144  
Wyoming License: LV-G-154

COMMERCIAL ALARM SYSTEM AGREEMENT  
Peak Alarm Company of Idaho, Inc.  
(888) 822-7231

Account # \_\_\_\_\_  
CS # \_\_\_\_\_  
Job # \_\_\_\_\_  
Access # \_\_\_\_\_

This Agreement ("Agreement") is dated September 18, 2017 between PEAK ALARM COMPANY OF IDAHO, INC. (the Company)  
and City of Kuna (the "Customer"), whose principal  
place of business is 751 W. 4th St. Kuna ID 83634  
Street Address City State ZIP Code™

This Agreement covers the system, equipment and services found on the Schedule of Services and Equipment (individually, the "SSE" and collectively, the "SSEs") (as used herein "Agreement" means this Agreement and all attached and future SSEs, unless context suggests otherwise) or any system the Company takes over from another company (the "System" and collectively, the "Systems") and any services requested on the attached and any future SSEs for the locations listed on the attached and any future SSEs (the "Premises"). The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

INTENDING TO BE LEGALLY BOUND, WE BOTH AGREE AS FOLLOWS:

THE SERVICES AND TERMS ON THE ATTACHED SSEs APPLY ONLY IF A CHARGE FOR THEM IS SHOWN ON THE SSEs. IF THE CUSTOMER REQUESTS THAT THE COMPANY PROVIDE MONITORING SERVICES PURSUANT TO AN SSE, THEN THE INITIAL TERM OF THIS AGREEMENT IS THREE (3) YEARS. AFTER THE INITIAL TERM, THE MONITORING SERVICES WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS OR FOR THE LONGEST PERIOD OF TIME PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE COMPANY PERFORMS SERVICES UNDER AN EXISTING OR FUTURE SSE BEYOND THE TERMINATION OF THIS AGREEMENT, SUCH SERVICES SHALL BE PERFORMED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THOUGH IT REMAINS IN FULL FORCE AND EFFECT. THERE IS NO FINANCING CHARGE OR COST OF CREDIT (0%) ASSOCIATED WITH THIS AGREEMENT.

THE CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTANDS THIS AGREEMENT, AND HAS HAD AN OPPORTUNITY TO ASK ANY AND ALL QUESTIONS OF THE COMPANY. CUSTOMER UNDERSTANDS THE PAYMENT PROVISIONS, AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY PROVISIONS, BELOW AND ON THE REVERSE SIDE HEREOF, AND ALL OTHER TERMS SET FORTH IN THIS AGREEMENT. THE CUSTOMER AUTHORIZES THE COMPANY TO CONFIRM THE CUSTOMER'S CREDIT RECORD AND TO REPORT THE CUSTOMER'S PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES. THE CUSTOMER ACKNOWLEDGES THAT THE COMPANY OFFERS VARIOUS SERVICES, INCLUDED THOSE DESCRIBED ON THE SSEs, AND THAT THE CUSTOMER HAS SELECTED ONLY THOSE SERVICES FOR WHICH A BOX IS CHECKED ON THE SSEs. UPON AGREEMENT OF THE PARTIES, THE CUSTOMER AUTHORIZES THE COMPANY OR ITS ASSIGNEE(S) TO MAKE ELECTRONIC FUND TRANSFERS ("EFTs") FROM THE CUSTOMER'S BANK ACCOUNT OR CHARGES TO THE CUSTOMER'S CREDIT CARD ACCOUNT FOR THE TOTAL MONTHLY SERVICES FEE, PLUS ANY APPLICABLE TAXES, AND ALL PAST DUE AMOUNTS, TRIP FEES, SERVICE FEES OR AMOUNTS WHICH MAY ACCUMULATE IN ARREARS, ACCORDING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE CUSTOMER AGREES TO COMPLETE AND SIGN ALL DOCUMENTS REQUIRED TO PERMIT THE COMPANY OR ITS ASSIGNEE(S) TO NEGOTIATE SUCH EFTs (THE "EFT DOCUMENTS").

**GENERAL TERMS.**

1. **LIMITATION OF THE COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT WHATSOEVER, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$500.00. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, AN ADDENDUM WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING TELEPHONE LINE-CUT PROTECTION.

2. **Insurance.** The Customer understands that **THE COMPANY IS NOT AN INSURER.** The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event, peril, or condition covered by the Customer's insurance.

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. Among others, the Company does not guaranty that the System will prevent personal injury, loss of or damage to property, unauthorized entrances or fire and smoke damage to the Premises or its contents. The Company assumes no liability for those risks whatsoever.

(General Terms continue on reverse side hereof.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered in duplicate as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

CUSTOMER: City of Kuna  
Signature: [Signature]  
(Authorized Signature)  
Name: Bob Bachman  
(Typed Name)  
Title: Public Works Director  
Date: 9/21/17

COMPANY: PEAK ALARM COMPANY OF IDAHO, INC.  
By: Christopher Smith  
(Sales Representative)  
Accepted by: \_\_\_\_\_  
(Authorized Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THIS AGREEMENT IS NOT BINDING ON THE COMPANY UNTIL THE COMPANY OR ITS AUTHORIZED AGENT SIGNS AND ACCEPTS IT OR BEGINS INSTALLATION OR SERVICE.

### 3. Limited Warranty.

(a) If Customer purchased the System, any part of the System which proves to be defective relating to labor or workmanship within ninety (90) days from the date of installation by Company shall be repaired. Any part of the System which proves to be defective with respect to material or component(s) within one (1) year from the date of installation by Company shall be repaired or replaced. The Company reserves the option to either replace or repair the System equipment, and reserves the right to substitute materials of equal quality at the time of replacement, or to use reconditioned parts in fulfillment of this warranty, but the Company warrants such materials or parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in the control panel or wireless devices, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. Customer will notify Company of any such problems within forty-eight (48) hours after the Customer discovers the problem, or when the Customer reasonably should have discovered the problem. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, and the limited warranty is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

4. Customer's Protection of Company. This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's owners, directors, officers, employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

5. The Customer's Agreements. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises.

The Customer agrees to prevent false alarms and assume responsibility for them. If the System generates excessive false alarms, the Customer will be in breach of this Agreement and the Company may terminate monitoring services and recover damages from the Customer. If a false alarm fine or penalty is charged to the Company, the Customer will pay for the charges. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it. In the event the Customer's address where the System has been installed changes at any time after the date of this Agreement, the definition of the term "Premises" shall automatically be changed to the most current address.

The Customer will not tamper or interfere with the System, nor permit others to do so. The Customer agrees that the Company can record and use all communications with anyone at the Premises in the normal course of the Company's business. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the Software (as defined on the SSE).

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. The Customer's obligations continue even if the Customer sells or leaves the Premises.

6. The Customer's Default. If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within ten (10) days, the Company can end this Agreement. If the Company ends this Agreement, the Customer must pay the Company: (a) all amounts then due; (b) ninety-five (95%) percent of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and, (c) the Company's reasonable collection costs, including attorneys' fees and a late charge, if applicable, of eighteen (18%) percent per annum or the maximum rate permitted by law, whichever is less.

If this Agreement is ended, the Company does not have to provide any service, including monitoring, after that date.

In addition, the Company can peacefully enter the Premises and remove its equipment. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing and signed by an officer of the Company.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price or performance under the lease. The Customer must return such property if it does not fully pay for it. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code. The Company or any subcontractor engaged the Company to perform the work or furnish material who is not paid may have a claim against the Customer or the owner of the Premises, if other than the Customer, which may be enforced against the property in accordance with the applicable lien laws.

7. System Charges. The Customer agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

Should any governmental or regulatory agency, political subdivision, Authority Having Jurisdiction or third-party insurer require modifications, additions or changes to the System or Services described herein, Customer agrees to pay the Company for any such modifications, additions or changes, including labor, materials, engineering, documentation, plans and specifications, any required permits and additional inspections.

After the first year of this Agreement, the Company can increase the Company's fees by an annual amount up to ten percent (10%), in addition to any increases due to statutory taxes or other charges.

If the Customer is more than ten (10) days late with payment, the Company can charge the Customer interest of 18% per year or the maximum rate permitted by law, whichever is less. In addition, to the extent permitted by applicable law, the Customer agrees to pay the Company's reasonable collection costs, including attorneys' fees, court costs, and a reasonable reconnect fee if the Company has disconnected the System.

8. Transfers. The Customer cannot transfer this Agreement without the Company's prior written consent. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible for any work, including monitoring, which is done negligently by any third party.

9. Notices: Limitation on Lawsuits; Jury Trial. Unless otherwise indicated, all notices must be in writing. Subject to the provisions of paragraph 6, the Customer or the Company may end any portion of this Agreement by notifying the other party at least thirty (30) days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

Unless prohibited by applicable law, the Customer must bring any claim against the Company within one (1) year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer must bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **UNLESS PROHIBITED BY APPLICABLE LAW, THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**

10. Electronic Media. Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Company's receipt by facsimile or other electronic means of the Agreement signed by Customer legally binds Customer and such facsimile or electronic copy is legally binding and equivalent to the original for any and all purposes, including litigation.

11. Miscellaneous. This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is governed by Idaho law. The Customer submits to the jurisdiction of Idaho and agrees that any litigation between the parties must be commenced and maintained in the State of Idaho and in the County where the Company's principal place of business is located.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a document that both the Customer and the Company sign.

In the event of a conflict between the terms and conditions of this Agreement and any other document, purchase order, or communication relating to this transaction, regardless of date, the terms and conditions of this Agreement will govern.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." With respect to all terms in this Agreement, the singular includes the plural and the plural the singular, and words importing any gender include the other genders. Except for monitoring, the Company will only do work during the Company's normal business hours of 8:30 a.m. to 5:30 p.m. on weekdays, excluding holidays the Company observes. Service work performed at other times shall be subject to the Company's premium rates. All schedules (including SSEs), addenda, attachments and EFT Documents are an inseparable part of this Agreement.



THE FOLLOWING SPECIFIC TERMS (A-G) APPLY ONLY IF THEY ARE REQUESTED BY CHECKING THE APPLICABLE BOXES:

A. **Installation.** The Company agrees to install the System and the Customer agrees to pay the installation charge. The Company assumes no responsibility for any delay in installation. The Customer must pay all utility charges.

Customer authorizes the Company, or its designee, to enter upon the referenced Premises to install the System during Company's normal business hours and warrants it has full authority to permit the installation.

The Customer must notify the Company in writing of any problems within ten (10) days after the installation. The Customer must pay for any additions or changes to the System beyond those shown on the face of this Agreement, and the Customer must pay for any additions or changes to the services shown on this SSE.

B. **Take Over.** The Company agrees to take over the monitoring and repair of the Customer's existing System and the Customer agrees to pay the charge for taking it over. The Customer represents that it owns the System. After the takeover, the Company will always own the software located in the alarm panel, which contains the Company's proprietary data (the "Software").

C. **Sale.** The Company agrees to sell the System and the Customer agrees to pay for it. The Company will own the System until the Customer does so. After that, the Customer will own the System except for the Software located in the alarm panel, which the Company will always own.

D. **Lease.** THE COMPANY AGREES TO LEASE THE SYSTEM TO THE CUSTOMER FOR AN INITIAL TERM OF THREE (3) YEARS FROM THE DATE OF THIS AGREEMENT AND THE CUSTOMER AGREES TO PAY THE COMPANY THE LEASE FEES. AFTER THE INITIAL TERM, THE LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS. THE SYSTEM WILL ALWAYS REMAIN THE COMPANY'S PROPERTY.

As soon as the Company reasonably can, it agrees to repair the System due to ordinary wear and tear. If there is any problem with the System which is not due to ordinary wear and tear, the Customer agrees to pay the Company to repair it at the Company's then-current charges.

At the end of the Lease, the Customer will return the System to the Company in good condition, except for ordinary wear and tear. If the Customer fails to do so, the Company can peacefully enter the Premises and remove the System, but the Company has no obligation to do so.

E. **Monitoring.** THE COMPANY AGREES TO MONITOR SIGNALS FROM THE SYSTEM FOR AN INITIAL TERM OF THREE (3) YEARS FROM THE DATE OF THIS AGREEMENT. AFTER THE INITIAL TERM, THE MONITORING SERVICES WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS OR FOR THE LONGEST PERIOD OF TIME PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS. The Customer agrees to pay the Company the monitoring fees.

Monitoring services will begin when the System is installed and operational, and when the necessary communications connection is completed. The Customer agrees to give the Company a completed emergency contact list and to periodically update it as necessary. The Company is entitled to rely solely on the Customer's emergency contact list. Once the Company receives a signal, the Company will attempt to notify the agency(s) and/or person(s) identified on the Customer's emergency contact list. However, the Company will not notify anyone if it reasonably believes that notification is not required. The Company may, at its sole discretion, attempt to contact the Customer and/or anyone on the Customer's emergency contact list by telephone to confirm that the alarm is not false. The Company is not responsible for trying to contact anyone else. The person(s) identified on the Customer's emergency contact list are authorized to act on the Customer's behalf and the person(s) so

designated are authorized to cancel an alarm prior to the notification of authorities.

The Customer understands that: (a) the System communicates with the monitoring facility over one or more transmission systems, such as POTS (plain old telephone system), VOIP, ADSL, DSL, broadband, cellular telephone, radio, Internet, etc.; (b) these transmission systems are beyond the control of the Company and are maintained and serviced solely by the applicable transmission system provider; (c) these transmission systems may not always be reliable; and (d) any changes made to these transmission systems may disrupt communications from the System and, without notice from the Customer, the Company will have no way to know of such problem. THE CUSTOMER UNDERSTANDS THAT THE COMPANY AND/OR ANY THIRD PARTY MONITORING PROVIDER WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF THE CUSTOMER'S TRANSMISSION SYSTEMS ARE NOT WORKING PROPERLY OR IF CHANGES IN THE TRANSMISSION SYSTEMS PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING FACILITY. THE CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY CHANGE TO ANY TRANSMISSION SYSTEM. The Customer will immediately notify the Company of any problems with the System. The Customer understands that no form of monitoring is error-free. The Customer also understands that the Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as faulty transmission systems, transmission systems that have been tampered with and/or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues.

F. **Repair.** The Company agrees to provide repair service to the System during the term of the Agreement for so long as the Customer pays the Company the repair fees. The Customer agrees not to allow anyone besides the Company's employees or agents to repair the System.

The Company will provide all labor, material and parts necessary to service the System due to defects in the System and ordinary wear and tear. The Company will do so as soon as it reasonably can during the Company's normal business hours. The Company's obligation to provide this service includes batteries in wireless devices and the control panel.

G. **Alarm or Key Response.** The Company will provide agent response for emergency purposes. Up to four (4) such responses will be provided each year. Excessive responses, wait time or Customer-caused alarms will be billed at the Company's then-current rates for such response and/or wait time. If there are excessive responses, the Company may notify the Customer of termination of this service. The Customer acknowledges that the Company's response agents do not have special police authority to arrest and may only act as ordinary citizens. If a response agent observes criminal activity, he will report it to the monitoring center or local police authorities. If the Company holds keys to the Premises, it is hereby authorized to enter and make visual inspection of the interior of the Premises or protected area. The Customer hereby authorizes the Company, at the Company's discretion, to cause the arrest of anyone found on the Premises without authority to enter and cause him to be held until released by the Customer or the Customer's representative.

H. **Time and Materials:** All repairs, including parts and labor, shall be at Customer's expense and shall be performed during Company's normal business hours. Service performed at other times shall be at Company's premium rate. Customer agrees to pay for all materials, parts and labor used for repairs, test or inspections, upon completion of work.

- 1. AGREEMENT: SURVIVAL.** All of the terms and conditions of the Agreement, including, but not limited to, Sections 3 and 4, are hereby incorporated by reference as if fully set forth herein. Except as may otherwise be provided elsewhere in the Agreement or any SSE, the terms, provisions, covenants, representations, warranties and indemnities contained in the Agreement and any SSE which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of the Agreement or any SSE (including, but not limited to, Sections 3 and 4 of the Agreement) will so survive and continue in full force and effect until they are satisfied or by their nature expire.
- 2. TERM: TERMINATION.** With respect to the Premises described on this SSE, the original term of this SSE is three (3) years from the date first set forth above and will automatically continue for successive one (1) year terms unless canceled by either the Company or Customer in writing at least thirty (30) days before the end of the original term or any renewal term. If sites or additional equipment or services are added to this SSE by an amendment hereto, after the date hereof, the term of this SSE shall be extended for three (3) years from the date of such amendment and will automatically renew and continue for successive one (1) year terms unless canceled by either the Company or Customer in writing at least thirty (30) days before the end of such three (3) year term or any renewal term.
- 3. AMENDMENT.** The parties may amend this SSE, from time to time, by written amendment duly executed by both Customer and the Company.
- 4. ACCEPTANCE.** This SSE is not binding on the Company until the Company or its authorized officer signs it or begins installation or service.
- 5. COUNTERPARTS; DELIVERY.** This SSE may be executed by the parties hereto in separate counterparts, electronic or otherwise, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this SSE to be executed and delivered in duplicate as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Schedule of Services and Equipment.

CUSTOMER: \_\_\_\_\_ City of Kuna \_\_\_\_\_

Signature: [Signature]  
(Authorized Signature)

Name: Bob Bachman  
(Typed Name)

Title: Public Works Director

Date: 9/21/17

COMPANY: PEAK ALARM COMPANY OF IDAHO, INC.

By: Christopher Smith  
(Sales Representative)

Accepted: by: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THIS AGREEMENT IS NOT BINDING ON THE COMPANY UNTIL THE COMPANY OR ITS AUTHORIZED AGENT SIGNS AND ACCEPTS IT OR BEGINS INSTALLATION OR SERVICE.

Bid Date: \_\_\_\_\_

**Peak Alarm Company, Inc.**

Account # \_\_\_\_\_

CS # \_\_\_\_\_

Job # \_\_\_\_\_

Access # \_\_\_\_\_

**ADDENDUM**

Peak Alarm Company, Inc. ("Peak") and \_\_\_\_\_ ("Subscriber") agree that a certain Alarm Services Agreement ("Agreement") executed by Peak and Subscriber on \_\_\_\_\_, is hereby amended this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This Addendum is subject to the terms and conditions of the Agreement.

- 1. The following additional equipment and/or services ("Additional Work") shall be added to the Subscriber's Agreement:

Quantity	Description of Equipment and Location and/or Services to be Provided

- 2. Subscriber agrees to pay Peak the sum of \$ \_\_\_\_\_ for the Additional Work, payable as follows: \$ \_\_\_\_\_ as a deposit prior to commencing the work and the balance due in full at the completion of the installation.
- 3. Subscriber agrees to pay Peak a monthly fee of \$ \_\_\_\_\_ for the Additional Work, in addition to any periodic amounts already payable under the Agreement or prior Addendum.

Except as expressly set forth in this Addendum, all of the terms and conditions of the previously mentioned Agreement remain in full force and effect. Peak is not obligated under this Addendum until Peak's management approves and accepts by signing below.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and delivered as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Addendum.

Subscriber: \_\_\_\_\_

Peak Alarm Company, Inc.

Signed by: \_\_\_\_\_  
Authorized Signature

Submitted by: \_\_\_\_\_  
Representative

Name: \_\_\_\_\_  
Printed Name

Approved by: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Idaho Contractors License: ELE-SC-4144  
Wyoming License: LV-G-154

COMMERCIAL ALARM SYSTEM AGREEMENT  
Peak Alarm Company of Idaho, Inc.  
(888) 822-7231

Account # \_\_\_\_\_  
CS # \_\_\_\_\_  
Job # \_\_\_\_\_  
Access # \_\_\_\_\_

This Agreement ("Agreement") is dated September 18, 2017 between PEAK ALARM COMPANY OF IDAHO, INC. (the Company)  
and City of Kuna (the "Customer"), whose principal  
place of business is 751 W. 4th St. Kuna ID 83634  
Street Address City State ZIP Code™

This Agreement covers the system, equipment and services found on the Schedule of Services and Equipment (individually, the "SSE" and collectively, the "SSEs") (as used herein "Agreement" means this Agreement and all attached and future SSEs, unless context suggests otherwise) or any system the Company takes over from another company (the "System" and collectively, the "Systems") and any services requested on the attached and any future SSEs for the locations listed on the attached and any future SSEs (the "Premises"). The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

INTENDING TO BE LEGALLY BOUND, WE BOTH AGREE AS FOLLOWS:

THE SERVICES AND TERMS ON THE ATTACHED SSEs APPLY ONLY IF A CHARGE FOR THEM IS SHOWN ON THE SSEs. IF THE CUSTOMER REQUESTS THAT THE COMPANY PROVIDE MONITORING SERVICES PURSUANT TO AN SSE, THEN THE INITIAL TERM OF THIS AGREEMENT IS THREE (3) YEARS. AFTER THE INITIAL TERM, THE MONITORING SERVICES WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS OR FOR THE LONGEST PERIOD OF TIME PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE COMPANY PERFORMS SERVICES UNDER AN EXISTING OR FUTURE SSE BEYOND THE TERMINATION OF THIS AGREEMENT, SUCH SERVICES SHALL BE PERFORMED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THOUGH IT REMAINS IN FULL FORCE AND EFFECT. THERE IS NO FINANCING CHARGE OR COST OF CREDIT (0%) ASSOCIATED WITH THIS AGREEMENT.

THE CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTANDS THIS AGREEMENT, AND HAS HAD AN OPPORTUNITY TO ASK ANY AND ALL QUESTIONS OF THE COMPANY. CUSTOMER UNDERSTANDS THE PAYMENT PROVISIONS, AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY PROVISIONS, BELOW AND ON THE REVERSE SIDE HEREOF, AND ALL OTHER TERMS SET FORTH IN THIS AGREEMENT. THE CUSTOMER AUTHORIZES THE COMPANY TO CONFIRM THE CUSTOMER'S CREDIT RECORD AND TO REPORT THE CUSTOMER'S PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES. THE CUSTOMER ACKNOWLEDGES THAT THE COMPANY OFFERS VARIOUS SERVICES, INCLUDED THOSE DESCRIBED ON THE SSEs, AND THAT THE CUSTOMER HAS SELECTED ONLY THOSE SERVICES FOR WHICH A BOX IS CHECKED ON THE SSEs. UPON AGREEMENT OF THE PARTIES, THE CUSTOMER AUTHORIZES THE COMPANY OR ITS ASSIGNEE(S) TO MAKE ELECTRONIC FUND TRANSFERS ("EFTs") FROM THE CUSTOMER'S BANK ACCOUNT OR CHARGES TO THE CUSTOMER'S CREDIT CARD ACCOUNT FOR THE TOTAL MONTHLY SERVICES FEE, PLUS ANY APPLICABLE TAXES, AND ALL PAST DUE AMOUNTS, TRIP FEES, SERVICE FEES OR AMOUNTS WHICH MAY ACCUMULATE IN ARREARS, ACCORDING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE CUSTOMER AGREES TO COMPLETE AND SIGN ALL DOCUMENTS REQUIRED TO PERMIT THE COMPANY OR ITS ASSIGNEE(S) TO NEGOTIATE SUCH EFTs (THE "EFT DOCUMENTS").

**GENERAL TERMS.**

1. **LIMITATION OF THE COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT WHATSOEVER, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$500.00. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, AN ADDENDUM WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING TELEPHONE LINE-CUT PROTECTION.

2. **Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event, peril, or condition covered by the Customer's insurance.

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. Among others, the Company does not guaranty that the System will prevent personal injury, loss of or damage to property, unauthorized entrances or fire and smoke damage to the Premises or its contents. The Company assumes no liability for those risks whatsoever.

(General Terms continue on reverse side hereof.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered in duplicate as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

CUSTOMER: City of Kuna

COMPANY: PEAK ALARM COMPANY OF IDAHO, INC.

Signature: [Signature]  
(Authorized Signature)

By: Christopher Smith  
(Sales Representative)

Name: Bob Bachman  
(Typed Name)

Accepted by: \_\_\_\_\_  
(Authorized Signature)

Title: Public Works Director

Title: \_\_\_\_\_

Date: 9/21/17

Date: \_\_\_\_\_

THIS AGREEMENT IS NOT BINDING ON THE COMPANY UNTIL THE COMPANY OR ITS AUTHORIZED AGENT SIGNS AND ACCEPTS IT OR BEGINS INSTALLATION OR SERVICE.

### 3. Limited Warranty.

(a) If Customer purchased the System, any part of the System which proves to be defective relating to labor or workmanship within ninety (90) days from the date of installation by Company shall be repaired. Any part of the System which proves to be defective with respect to material or component(s) within one (1) year from the date of installation by Company shall be repaired or replaced. The Company reserves the option to either replace or repair the System equipment, and reserves the right to substitute materials of equal quality at the time of replacement, or to use reconditioned parts in fulfillment of this warranty, but the Company warrants such materials or parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in the control panel or wireless devices, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. Customer will notify Company of any such problems within forty-eight (48) hours after the Customer discovers the problem, or when the Customer reasonably should have discovered the problem. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, and the limited warranty is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

**4. Customer's Protection of Company.** This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's owners, directors, officers, employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

**5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises.

The Customer agrees to prevent false alarms and assume responsibility for them. If the System generates excessive false alarms, the Customer will be in breach of this Agreement and the Company may terminate monitoring services and recover damages from the Customer. If a false alarm fine or penalty is charged to the Company, the Customer will pay for the charges. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it. In the event the Customer's address where the System has been installed changes at any time after the date of this Agreement, the definition of the term "Premises" shall automatically be changed to the most current address.

The Customer will not tamper or interfere with the System, nor permit others to do so. The Customer agrees that the Company can record and use all communications with anyone at the Premises in the normal course of the Company's business. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the Software (as defined on the SSE).

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. The Customer's obligations continue even if the Customer sells or leaves the Premises.

**6. The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within ten (10) days, the Company can end this Agreement. If the Company ends this Agreement, the Customer must pay the Company: (a) all amounts then due; (b) ninety-five (95%) percent of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and, (c) the Company's reasonable collection costs, including attorneys' fees and a late charge, if applicable, of eighteen (18%) percent per annum or the maximum rate permitted by law, whichever is less.

If this Agreement is ended, the Company does not have to provide any service, including monitoring, after that date.

In addition, the Company can peacefully enter the Premises and remove its equipment. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing and signed by an officer of the Company.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price or performance under the lease. The Customer must return such property if it does not fully pay for it. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code. The Company or any subcontractor engaged the Company to perform the work or furnish material who is not paid may have a claim against the Customer or the owner of the Premises, if other than the Customer, which may be enforced against the property in accordance with the applicable lien laws.

**7. System Charges.** The Customer agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

Should any governmental or regulatory agency, political subdivision, Authority Having Jurisdiction or third-party insurer require modifications, additions or changes to the System or Services described herein, Customer agrees to pay the Company for any such modifications, additions or changes, including labor, materials, engineering, documentation, plans and specifications, any required permits and additional inspections.

After the first year of this Agreement, the Company can increase the Company's fees by an annual amount up to ten percent (10%), in addition to any increases due to statutory taxes or other charges.

If the Customer is more than ten (10) days late with payment, the Company can charge the Customer interest of 18% per year or the maximum rate permitted by law, whichever is less. In addition, to the extent permitted by applicable law, the Customer agrees to pay the Company's reasonable collection costs, including attorneys' fees, court costs, and a reasonable reconnect fee if the Company has disconnected the System.

**8. Transfers.** The Customer cannot transfer this Agreement without the Company's prior written consent. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible for any work, including monitoring, which is done negligently by any third party.

**9. Notices; Limitation on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing. Subject to the provisions of paragraph 6, the Customer or the Company may end any portion of this Agreement by notifying the other party at least thirty (30) days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

Unless prohibited by applicable law, the Customer must bring any claim against the Company within one (1) year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer must bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **UNLESS PROHIBITED BY APPLICABLE LAW, THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**

**10. Electronic Media.** Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Company's receipt by facsimile or other electronic means of the Agreement signed by Customer legally binds Customer and such facsimile or electronic copy is legally binding and equivalent to the original for any and all purposes, including litigation.

**11. Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is governed by Idaho law. The Customer submits to the jurisdiction of Idaho and agrees that any litigation between the parties must be commenced and maintained in the State of Idaho and in the County where the Company's principal place of business is located.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a document that both the Customer and the Company sign.

In the event of a conflict between the terms and conditions of this Agreement and any other document, purchase order, or communication relating to this transaction, regardless of date, the terms and conditions of this Agreement will govern.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." With respect to all terms in this Agreement, the singular includes the plural and the plural the singular, and words importing any gender include the other genders. Except for monitoring, the Company will only do work during the Company's normal business hours of 8:30 a.m. to 5:30 p.m. on weekdays, excluding holidays the Company observes. Service work performed at other times shall be subject to the Company's premium rates. All schedules (including SSEs), addenda, attachments and EFT Documents are an inseparable part of this Agreement.



THE FOLLOWING SPECIFIC TERMS (A-G) APPLY ONLY IF THEY ARE REQUESTED BY CHECKING THE APPLICABLE BOXES:

A. **Installation.** The Company agrees to install the System and the Customer agrees to pay the installation charge. The Company assumes no responsibility for any delay in installation. The Customer must pay all utility charges.

Customer authorizes the Company, or its designee, to enter upon the referenced Premises to install the System during Company's normal business hours and warrants it has full authority to permit the installation.

The Customer must notify the Company in writing of any problems within ten (10) days after the installation. The Customer must pay for any additions or changes to the System beyond those shown on the face of this Agreement, and the Customer must pay for any additions or changes to the services shown on this SSE.

B. **Take Over.** The Company agrees to take over the monitoring and repair of the Customer's existing System and the Customer agrees to pay the charge for taking it over. The Customer represents that it owns the System. After the takeover, the Company will always own the software located in the alarm panel, which contains the Company's proprietary data (the "Software").

C. **Sale.** The Company agrees to sell the System and the Customer agrees to pay for it. The Company will own the System until the Customer does so. After that, the Customer will own the System except for the Software located in the alarm panel, which the Company will always own.

D. **Lease.** THE COMPANY AGREES TO LEASE THE SYSTEM TO THE CUSTOMER FOR AN INITIAL TERM OF THREE (3) YEARS FROM THE DATE OF THIS AGREEMENT AND THE CUSTOMER AGREES TO PAY THE COMPANY THE LEASE FEES. AFTER THE INITIAL TERM, THE LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS. THE SYSTEM WILL ALWAYS REMAIN THE COMPANY'S PROPERTY.

As soon as the Company reasonably can, it agrees to repair the System due to ordinary wear and tear. If there is any problem with the System which is not due to ordinary wear and tear, the Customer agrees to pay the Company to repair it at the Company's then-current charges.

At the end of the Lease, the Customer will return the System to the Company in good condition, except for ordinary wear and tear. If the Customer fails to do so, the Company can peacefully enter the Premises and remove the System, but the Company has no obligation to do so.

E. **Monitoring.** THE COMPANY AGREES TO MONITOR SIGNALS FROM THE SYSTEM FOR AN INITIAL TERM OF THREE (3) YEARS FROM THE DATE OF THIS AGREEMENT. AFTER THE INITIAL TERM, THE MONITORING SERVICES WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS OR FOR THE LONGEST PERIOD OF TIME PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS. The Customer agrees to pay the Company the monitoring fees.

Monitoring services will begin when the System is installed and operational, and when the necessary communications connection is completed. The Customer agrees to give the Company a completed emergency contact list and to periodically update it as necessary. The Company is entitled to rely solely on the Customer's emergency contact list. Once the Company receives a signal, the Company will attempt to notify the agency(s) and/or person(s) identified on the Customer's emergency contact list. However, the Company will not notify anyone if it reasonably believes that notification is not required. The Company may, at its sole discretion, attempt to contact the Customer and/or anyone on the Customer's emergency contact list by telephone to confirm that the alarm is not false. The Company is not responsible for trying to contact anyone else. The person(s) identified on the Customer's emergency contact list are authorized to act on the Customer's behalf and the person(s) so

designated are authorized to cancel an alarm prior to the notification of authorities.

The Customer understands that: (a) the System communicates with the monitoring facility over one or more transmission systems, such as POTS (plain old telephone system), VOIP, ADSL, DSL, broadband, cellular telephone, radio, Internet, etc.; (b) these transmission systems are beyond the control of the Company and are maintained and serviced solely by the applicable transmission system provider; (c) these transmission systems may not always be reliable; and (d) any changes made to these transmission systems may disrupt communications from the System and, without notice from the Customer, the Company will have no way to know of such problem. THE CUSTOMER UNDERSTANDS THAT THE COMPANY AND/OR ANY THIRD PARTY MONITORING PROVIDER WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF THE CUSTOMER'S TRANSMISSION SYSTEMS ARE NOT WORKING PROPERLY OR IF CHANGES IN THE TRANSMISSION SYSTEMS PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING FACILITY. THE CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY CHANGE TO ANY TRANSMISSION SYSTEM. The Customer will immediately notify the Company of any problems with the System. The Customer understands that no form of monitoring is error-free. The Customer also understands that the Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as faulty transmission systems, transmission systems that have been tampered with and/or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues.

F. **Repair.** The Company agrees to provide repair service to the System during the term of the Agreement for so long as the Customer pays the Company the repair fees. The Customer agrees not to allow anyone besides the Company's employees or agents to repair the System.

The Company will provide all labor, material and parts necessary to service the System due to defects in the System and ordinary wear and tear. The Company will do so as soon as it reasonably can during the Company's normal business hours. The Company's obligation to provide this service includes batteries in wireless devices and the control panel.

G. **Alarm or Key Response.** The Company will provide agent response for emergency purposes. Up to four (4) such responses will be provided each year. Excessive responses, wait time or Customer-caused alarms will be billed at the Company's then-current rates for such response and/or wait time. If there are excessive responses, the Company may notify the Customer of termination of this service. The Customer acknowledges that the Company's response agents do not have special police authority to arrest and may only act as ordinary citizens. If a response agent observes criminal activity, he will report it to the monitoring center or local police authorities. If the Company holds keys to the Premises, it is hereby authorized to enter and make visual inspection of the interior of the Premises or protected area. The Customer hereby authorizes the Company, at the Company's discretion, to cause the arrest of anyone found on the Premises without authority to enter and cause him to be held until released by the Customer or the Customer's representative.

H. **Time and Materials:** All repairs, including parts and labor, shall be at Customer's expense and shall be performed during Company's normal business hours. Service performed at other times shall be at Company's premium rate. Customer agrees to pay for all materials, parts and labor used for repairs, test or inspections, upon completion of work.

- 1. AGREEMENT; SURVIVAL.** All of the terms and conditions of the Agreement, including, but not limited to, Sections 3 and 4, are hereby incorporated by reference as if fully set forth herein. Except as may otherwise be provided elsewhere in the Agreement or any SSE, the terms, provisions, covenants, representations, warranties and indemnities contained in the Agreement and any SSE which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of the Agreement or any SSE (including, but not limited to, Sections 3 and 4 of the Agreement) will so survive and continue in full force and effect until they are satisfied or by their nature expire.
- 2. TERM; TERMINATION.** With respect to the Premises described on this SSE, the original term of this SSE is three (3) years from the date first set forth above and will automatically continue for successive one (1) year terms unless canceled by either the Company or Customer in writing at least thirty (30) days before the end of the original term or any renewal term. If sites or additional equipment or services are added to this SSE by an amendment hereto, after the date hereof, the term of this SSE shall be extended for three (3) years from the date of such amendment and will automatically renew and continue for successive one (1) year terms unless canceled by either the Company or Customer in writing at least thirty (30) days before the end of such three (3) year term or any renewal term.
- 3. AMENDMENT.** The parties may amend this SSE, from time to time, by written amendment duly executed by both Customer and the Company.
- 4. ACCEPTANCE.** This SSE is not binding on the Company until the Company or its authorized officer signs it or begins installation or service.
- 5. COUNTERPARTS; DELIVERY.** This SSE may be executed by the parties hereto in separate counterparts, electronic or otherwise, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this SSE to be executed and delivered in duplicate as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Schedule of Services and Equipment.

CUSTOMER: City of Kuna

Signature: [Signature]  
(Authorized Signature)

Name: Bob Bachman  
(Typed Name)

Title: Public Works

Date: 9/21/17

COMPANY: PEAK ALARM COMPANY OF IDAHO, INC.

By: Christopher Smith  
(Sales Representative)

Accepted: by: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THIS AGREEMENT IS NOT BINDING ON THE COMPANY UNTIL THE COMPANY OR ITS AUTHORIZED AGENT SIGNS AND ACCEPTS IT OR BEGINS INSTALLATION OR SERVICE.

Bid Date: \_\_\_\_\_

**Peak Alarm Company, Inc.**

Account # \_\_\_\_\_

CS # \_\_\_\_\_

Job # \_\_\_\_\_

Access # \_\_\_\_\_

**ADDENDUM**

Peak Alarm Company, Inc. ("Peak") and \_\_\_\_\_ ("Subscriber") agree that a certain Alarm Services Agreement ("Agreement") executed by Peak and Subscriber on \_\_\_\_\_, is hereby amended this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This Addendum is subject to the terms and conditions of the Agreement.

1. The following additional equipment and/or services ("Additional Work") shall be added to the Subscriber's Agreement:

Quantity	Description of Equipment and Location and/or Services to be Provided

2. Subscriber agrees to pay Peak the sum of \$ \_\_\_\_\_ for the Additional Work, payable as follows: \$ \_\_\_\_\_ as a deposit prior to commencing the work and the balance due in full at the completion of the installation.
3. Subscriber agrees to pay Peak a monthly fee of \$ \_\_\_\_\_ for the Additional Work, in addition to any periodic amounts already payable under the Agreement or prior Addendum.

Except as expressly set forth in this Addendum, all of the terms and conditions of the previously mentioned Agreement remain in full force and effect. Peak is not obligated under this Addendum until Peak's management approves and accepts by signing below.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and delivered as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Addendum.

Subscriber: \_\_\_\_\_

Peak Alarm Company, Inc.

Signed by: \_\_\_\_\_  
Authorized Signature

Submitted by: \_\_\_\_\_  
Representative

Name: \_\_\_\_\_  
Printed Name

Approved by: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Kuna

## City Council Memo

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

To: **Kuna City Council**

Case Number: 17-07-FP (Final Plat) – Ashton Estates Subdivision No. 1

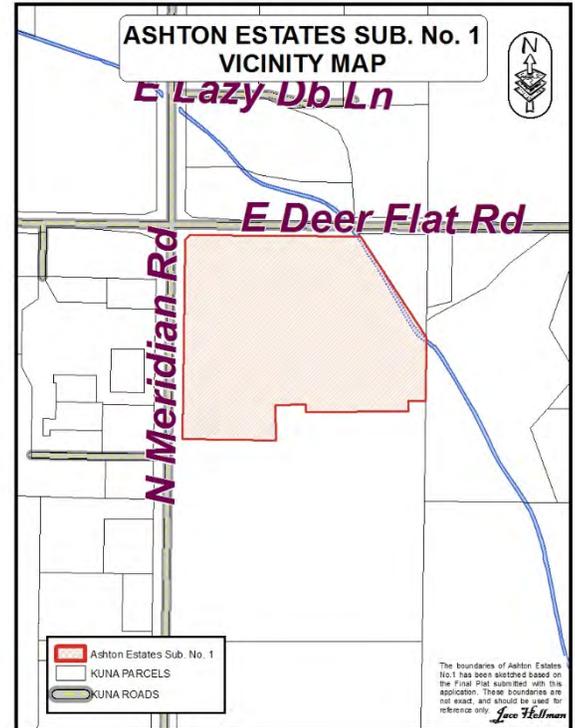
Location: SE corner of Meridian Road and Deer Flat Road, Kuna, Idaho 83634

Planner: Jace Hellman, Planner I

Meeting Date: November 21, 2017

Applicant/  
Owner: SDN, LLC  
PO Box 1939  
Eagle, ID 83616  
[ashton.homes@hotmail.com](mailto:ashton.homes@hotmail.com)

Representative: KM Engineering, LLP  
9233 W State St  
Boise, ID 83714  
208-639-6939  
[kgrabo@kmengllp.com](mailto:kgrabo@kmengllp.com)



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

1. The applicant is requesting final plat approval for Ashton Estates Subdivision No. 1 which has thirty-five (35) residential building lots, eight (8) common lots, five (5) commercial building lots, one (1) common driveway and one (1) city park on a total of approximately 23.85 acres (Ada County Assessor Parcel No. S1419223151).
2. Lot six is considered a non-buildable lot that will be used as a shared driveway serving lots five and seven.
3. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for the Ashton Estates Subdivision No. 1. The proposed final plat is in substantial conformance with the approved preliminary plat.

**B. Applicable Standards:**

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

**C. Staff Analysis:**

1. In the notes section on the final plat, the applicant shall list lot six as a non-buildable lot, only to be used as a shared driveway serving lot five and lot seven, and for utilities.
2. Staff has determined that the proposed final plat for the Ashton Estates Subdivision No. 1 is in substantial conformance with the approved preliminary plat.
3. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works Staff.
4. Applicant shall annex the property's water rights into the Kuna Municipal Irrigation District prior to requesting Kuna City Engineer's signature on the final plat Mylar.
5. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.



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

### Commission & Council Review Application

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

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

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

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

For Office Use Only	
File Number (s)	17-07-FP
Project name	Ashton Estates Sub. No 1
Date Received	11/2/2017
Date Accepted/ Complete	11/7/2017
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	11/2/17

#### Contact/Applicant Information

Owners of Record: <u>SDN, LLC</u>	Phone Number: <u>208.404.2161</u>
Address: <u>PO Box 1939</u>	E-Mail: <u>ashton.homes@hotmail.com</u>
City, State, Zip: <u>Eagle, ID 83616</u>	Fax #: _____
Applicant (Developer): <u>same</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>KM Engineering, LLP</u>	Phone Number: <u>208.639.6939</u>
Address: <u>9233 W State Street</u>	E-Mail: <u>kgrabo@kmengllp.com</u>
City, State, Zip: <u>Boise, ID 83714</u>	Fax #: <u>208.639.6930</u>

#### Subject Property Information

Site Address: <u>North Meridian Rd.</u>
Site Location (Cross Streets): <u>SE Corner of Meridian &amp; Deer Flat</u>
Parcel Number (s): <u>S1419223151</u>
Section, Township, Range: <u>Section 19, T2N, R1E</u>
Property size: <u>23.85 acres</u>
Current land use: <u>agriculture</u> Proposed land use: <u>mixed use</u>
Current zoning district: <u>C-1 &amp; R-6</u> Proposed zoning district: <u>no change</u>



**Project Description**

Project / subdivision name: Ashton Estates Subdivision No. 1

General description of proposed project / request: 50 lots consisting of 35 single-family residential lots, 5 commercial lots, 8 common lots, 1 shared driveway common lot, and a park.

Type of use proposed (check all that apply):

Residential single family

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): park

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: \_\_\_\_\_

Any existing buildings to remain?  Yes  No

Number of residential units: 35 Number of building lots: 35

Number of common and/or other lots: 8 common 1 City park

Type of dwellings proposed: 1 common driveway

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

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

Minimum Square footage of structure (s): \_\_\_\_\_

Gross density (DU/acre-total property): 2.7 Net density (DU/acre-excluding roads): 3.5

Percentage of open space provided: 38% Acreage of open space: 4.9

Type of open space provided (i.e. landscaping, public, common, etc.): landscape common lots and city park

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

Number of building lots: 5 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.): buffers

Applicant's Signature: [Signature] Date: 11.1.17

October 31, 2017  
Project No.: 16-083

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

**RE: Ashton Estates Subdivision No. 1 – Kuna, ID  
Final Plat Application**

Dear Mr. Behunin:

On behalf of SDN, LLC, we are pleased to submit the attached application and required supplements for the final plat of Ashton Estates Subdivision No. 1.

The final plat for this phase encompasses approximately 23.85 acres of the overall site and includes 35 buildable single-family residential lots, 5 buildable commercial lots, 8 common lots, 1 shared driveway common lot, and 1 city park lot for a total of 50 lots. Access for this phase is proposed via connections to Deer Flat and Meridian Roads. The construction plans for this phase are simultaneously being submitted to the applicable regulatory agencies for review, and the copies for the City Engineer's review were submitted last week.

To our knowledge, the final plat for Ashton Estates Subdivision No. 1 is in conformance with the approved preliminary plat and meets the requirements and conditions of approval thereof.

Should you have questions or require further information in order to process this application, please let me know as soon as possible.

Sincerely,  
**KM Engineering, LLP**



Kirsti Grabo  
Development Coordinator

cc: SDN, LLC



ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=2 DAWN TRIVOLIS  
TITLEONE BOISE

2016-074483  
08/15/2016 08:49 AM  
\$13.00



**TitleOne**  
a title & escrow co.

Order Number: 16271583

## WARRANTY DEED

For Value Received,

Bennett Properties, L.P., an Idaho limited partnership, the Grantor, does hereby grant, bargain sell and convey unto, SDN, LLC, an Idaho limited liability company, whose current address is PO Box 1939, Eagle, ID 83616, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

A part of Government Lots 1 and 2 in Section 19, Township 2 North, Range 1 East of the Boise Meridian, Ada County, Idaho, more particularly described to wit:

Commencing at the Northwest corner of Section 19, Township 2 North, Range 1 East of the Boise Meridian, the Initial Point of this description; thence  
South 90° East 882.82 feet, along the North line of Government Lot 1 in said Section 19 to a point on the East bank of Kuna Canal; thence  
South 31°40' East 554.37 feet, along said East bank; thence  
South 45°28'30" East 74.50 feet, along the East bank, to a point on the East line of said Government Lot 1, said point being South 0°23'15" West 532.60 feet from the Northeast corner of the said Government Lot 1; thence  
South 0°23'15" West 791.46 feet, along the said East line, to the Southeast corner to the said Government Lot 1; thence continue  
South 0°23'15" West 676.61 feet, along the East line of Government Lot 2 in said Section 19, to a point in a fence line; thence  
South 89°37'10" West along said fence line to a point in the West line of said Government Lot 2; thence  
North 0°22' East 684.18 feet along the said West line to the Northwest corner of said Government Lot 2; thence continue  
North 0°22' East 1324.68 feet along the West line of said Government Lot 1, to the Initial Point of this description.

Except the Westerly 33 feet thereof.

Except that portion deeded to the State of Idaho, Idaho Transportation Department as disclosed in Warranty Deed recorded September 12, 1996 as Instrument No. 96076225, records of Ada County, Idaho.



And Except that portion deeded to Ada County Highway District as disclosed in Warranty Deed recorded February 26, 2003 as Instrument No. 103031238, records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 8.12.16

Bennett Properties, L.P., an Idaho limited partnership

By: Bennett Investments, LLC, an Idaho limited liability company, Its General Partner

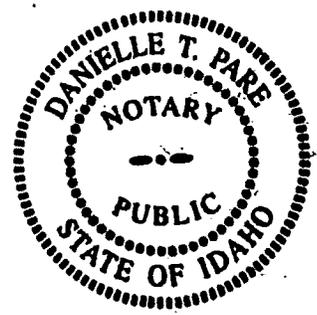
By: Aundria E. Bailey  
Aundria E. Bailey, Managing Member

State of Idaho )  
County of Ada ) ss.

On this 12<sup>th</sup> day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Aundria E. Bailey, known or identified to me to be the Managing Member of Bennett Investments, LLC, said limited liability company known to me to be the General Partner of Bennett Properties, L.P., the partnership that executed the instrument and acknowledged to me that he executed the same for and on behalf of said Partnership and that said Partnership executed it.

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

Danielle T. Pare  
NOTARY PUBLIC for Idaho  
My Commission Expires: 8/16/2019





# 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, Don Newell - SDN, LLC , PO Box 1939  
Name Address  
Eagle , ID 83616  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to VM Engineering 9233 W. State St., Boise, ID 83714  
Name Address

to submit the accompanying application pertaining to that property.

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

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

Dated this 25 day of October, 2017

[Signature]  
Signature

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



[Signature]  
Notary Public for Idaho  
Residing at: Star, ID  
My commission expires: 2-20-18

Exhibit  
A2d

RECEIVED  
11.2.17

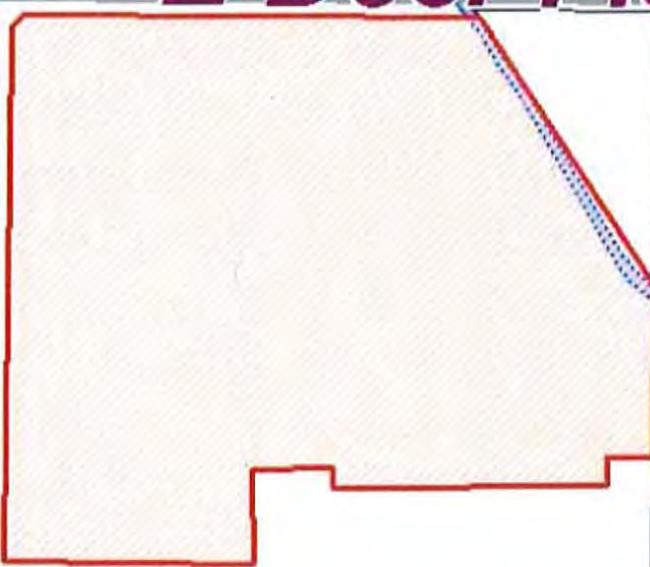
**ASHTON ESTATES SUB. No. 1  
VICINITY MAP**



*E Lazy Db Ln*

*E Deer Flat Rd*

*N Meridian Rd*



	Ashton Estates Sub. No. 1
	KUNA PARCELS
	KUNA ROADS

The boundaries of Ashton Estates No.1 has been sketched based on the Final Plat submitted with this application. These boundaries are not exact, and should be used for reference only.  
*Jace Hellman*

Exhibit  
*A2c*

# ASHTON ESTATES SUB. No. 1 AERIAL MAP



*E Lazy Db Ln*

*E Deer Flat Rd*

*N Meridian Rd*



-  Ashton Estates Sub. No. 1
-  KUNA PARCELS
-  KUNA ROADS

The boundaries of Ashton Estates No.1 has been sketched based on the Final Plat submitted with this application. These boundaries are not exact, and should be used for reference only.

*Jace Hellman*

Association to the Lots is non-potable, and may contain weed seed, herbicides, pesticides or other contaminants over which the Declarant, the Association and the Irrigation District have no control.

#### **12.8. Association's Rights.**

The Association shall have the right to enter into, and take any and all actions required by, any agreement entered into with the City of Kuna Irrigation District with respect to the Pressurized Irrigation System, including, without limitation, enabling or disabling the irrigation water supply to the Subdivision from the Pressurized Irrigation System from time to time as necessary to prevent damage to the Pressurized Irrigation System or to prevent the use, by or for the benefit of the surrounding properties and/or the owners/occupants thereof, of the Pressurized Irrigation System.

#### **12.9. Watering Schedule.**

Each Owner acknowledges and agrees to cause any Lot(s) that it owns to be subject to the watering schedule adopted by the Board of Directors as such schedule may from time to time be amended (the "Watering Schedule"), and agrees that it shall not cause or allow watering of such Lot(s) from the Pressurized Irrigation System more frequently than or on different days than those set forth on the Watering Schedule.

### **ARTICLE 13 RESERVATION OF WATER RIGHTS BY DECLARANT**

Declarant owns certain Water Rights which are appurtenant to the Real Property and which may be used in the Pressurized Irrigation System. Upon conveyance of a Lot, Declarant shall reserve, and hereby reserves, to itself all of Declarant's right title and interest in and to any and all Water Rights appurtenant to the Real Property, and accordingly, no Owner(s) shall have any right, title, or interest in any of the Water Rights

### **ARTICLE 14 LEGAL COMPLIANCE**

#### **14.1. General Compliance.**

The Declarant and all Owners shall comply with all laws, rules and regulations applicable to the development of property in Kuna, Ada County, Idaho.

### **ARTICLE 15 ENFORCEMENT**

#### **15.1. Use of Common Area.**

In the event any Owner shall violate any provision of this Declaration, the Bylaws or other rules adopted by the Association, then the Association, acting through the Board of Directors, shall notify the Owner in writing that the violation exists and that the Owner is responsible for the violation, and may (a) notify the Owner in writing that his voting rights and

his rights to use the Common Area and facilities thereon are suspended for the time that the violations remain unabated, (b) impose fines upon the Owner as such fines may be provided for in the Bylaws and rules of the Association, which fines shall become liens against the Lot in the manner set forth in Section 8.12, (c) enter the offending Lot (but not any Residence) and remove the cause of such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for 120% of the entire direct or indirect cost of the work done, which amounts shall immediately be payable to the Association, (d) bring suit or action against the Owner on behalf of the Association and other Owners to enforce the provisions of this Declaration, or (e) do any of the above in conjunction with any others. However, before the Association takes any of the actions described in (a) - (c) above, the Owner shall have the right to a hearing before the Board of Directors to contest their determination. If a hearing is requested by written notice delivered to the Association not more than fifteen (15) days from the Owner's receipt of the notice of violation, imposition of the applicable remedies will be withheld pending the Board's decision after hearing the Owner's testimony or evidence. If an emergency exists and is so determined by the Board of Directors, they may proceed with the remedies specified in (c) above pending the hearing or decision on the hearing. If a hearing is requested, it shall be held within fourteen (14) days of the date of receipt of the Owner's request by the Board of Directors at a location designated by the Board of Directors in a timely notice to the Owner. The Board of Directors shall make a decision on whether to proceed with the specified remedy or to abate their action and provide notice thereof to the Owner. All assessed fines shall be paid immediately to the Association and deposited into the Associations' general account.

### **15.2. Interest, Expenses and Attorney Fees.**

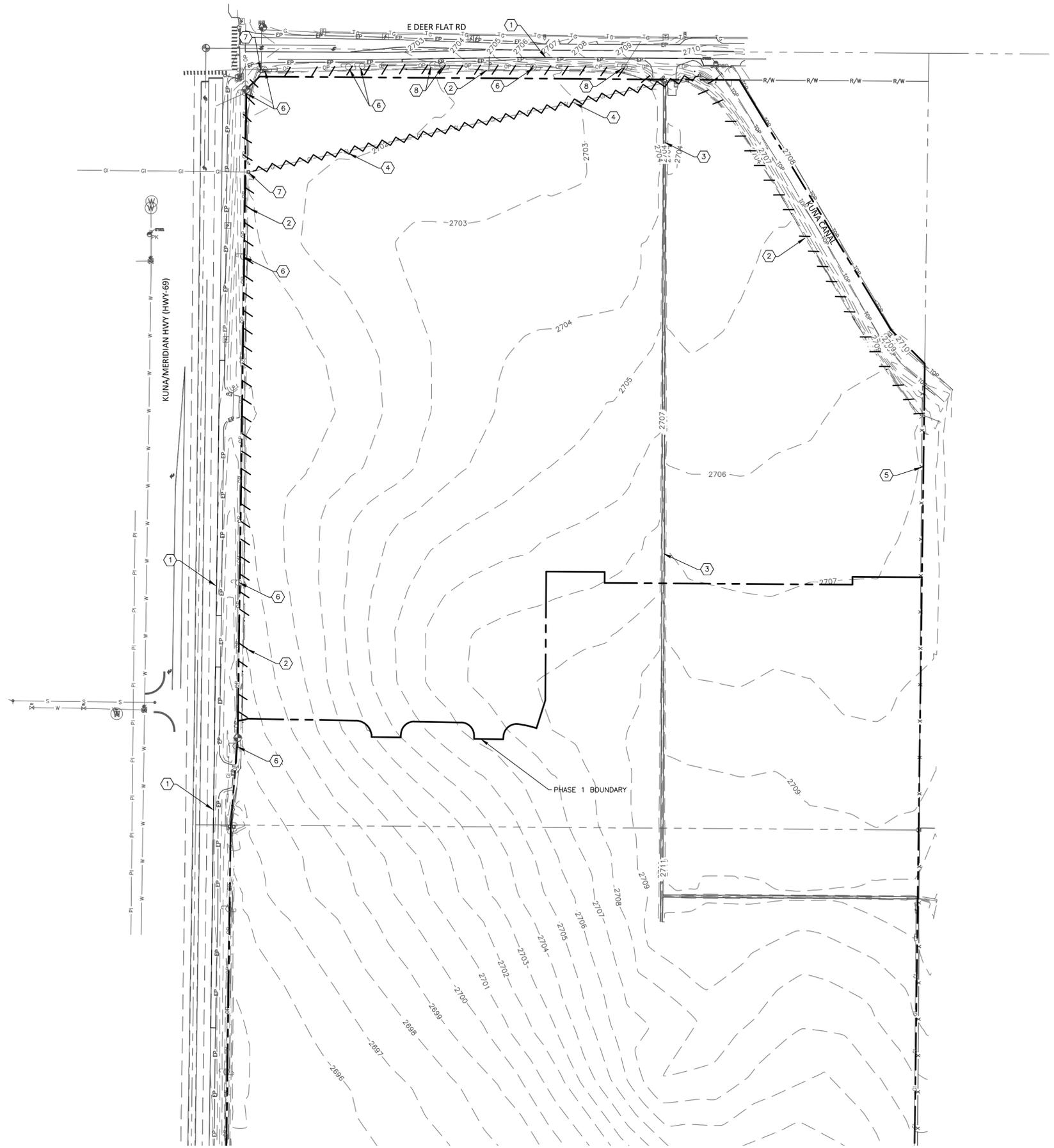
Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the following rate per annum: From the date thereof until the first annual meeting of Members, twelve percent (12%) per annum; and thereafter at a rate per annum which the Members shall establish at each such annual meeting to be in effect until the next such annual meeting, but not higher than the maximum rate allowed by law, and if no such rate is established by the Members, then the rate shall be twelve percent (12%) per annum. In the event the Declarant, the Association, or any Owner shall bring any suit or action to enforce this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including the cost of a foreclosure title report, expert witness fees and such amounts as the court may determine to be reasonable as costs and attorneys' fees at trial and upon any appeal thereof. In addition to being the personal obligation of the Owner, the prevailing party shall have a lien upon any Lot owned by the losing party to secure payment of such costs and expenses.

### **15.3. Non-exclusiveness and Accumulation of Remedies.**

An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of any remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.







**SHEET NOTES**

- SEE SHEET C1.1 FOR GENERAL AND DEMOLITION NOTES.

**KEYNOTES**

- SAWCUT (2' MINIMUM INTO EXISTING PAVEMENT) AND PAVEMENT PATCH PER ISPCW SD-303 AND ACHD REQUIREMENTS.
- EXISTING GRAVITY IRRIGATION DITCH TO BE REMOVED WITH PHASE 6. OVER-EXCAVATION, IN AREAS WHERE EXISTING GRAVITY IRRIGATION IS PROPOSED TO BE REMOVED, IS ANTICIPATED IN ORDER TO REMOVE SOFT SUBGRADE SOILS. THE CONTRACTOR SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER FOR DITCH EXCAVATIONS. ALL EXCAVATED DITCH SUBGRADES SHALL BE INSPECTED BY A TESTING COMPANY OR THE GEOTECHNICAL ENGINEER, PRIOR TO PLACEMENT OF PIPE AND/ OR BACKFILL OF THE DITCHES.
- EXISTING CONCRETE DITCH SHALL BE DEMOLISHED AND REMOVED.
- GRAVITY IRRIGATION PIPE TO BE REMOVED.
- DEVELOPER TO COORDINATE WITH NEIGHBORING PROPERTY OWNER TO RELOCATE FENCE TO PROPERTY LINE.
- PROTECT AND PRESERVE IDAHO POWER POLES. CONTRACTOR TO COORDINATE WITH IDAHO POWER AS NECESSARY TO SUPPORT POLES DURING CONSTRUCTION.
- REMOVE AND REPLACE CONCRETE IRRIGATION BOX - SEE GRAVITY IRRIGATION PLAN.
- COORDINATE WITH IDAHO POWER TO RELOCATE CONFLICT POWER POLE.

**LEGEND**

- DITCH REMOVAL
- PIPE REMOVAL
- ASPHALT SAWCUT LINE



NO.	REVISIONS	DATE	ITEM

**ASHTON ESTATES  
KUNA, IDAHO**

**EXISTING CONDITIONS AND DEMOLITION PLAN**

DRAWING STATUS:  
**FOR AGENCY APPROVAL**



DESIGN BY:	TA
DRAWN BY:	TA
CHECKED BY:	TA
DATE:	10/26/17
PROJECT:	16-083

SHEET NO.  
**C1.2**

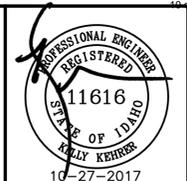
**FOR AGENCY APPROVAL**











SHEET NOTES  
A. SEE SHEET C1.1 GENERAL, IRRIGATION, AND ACHD NOTES.

NO.	REVISIONS	DATE

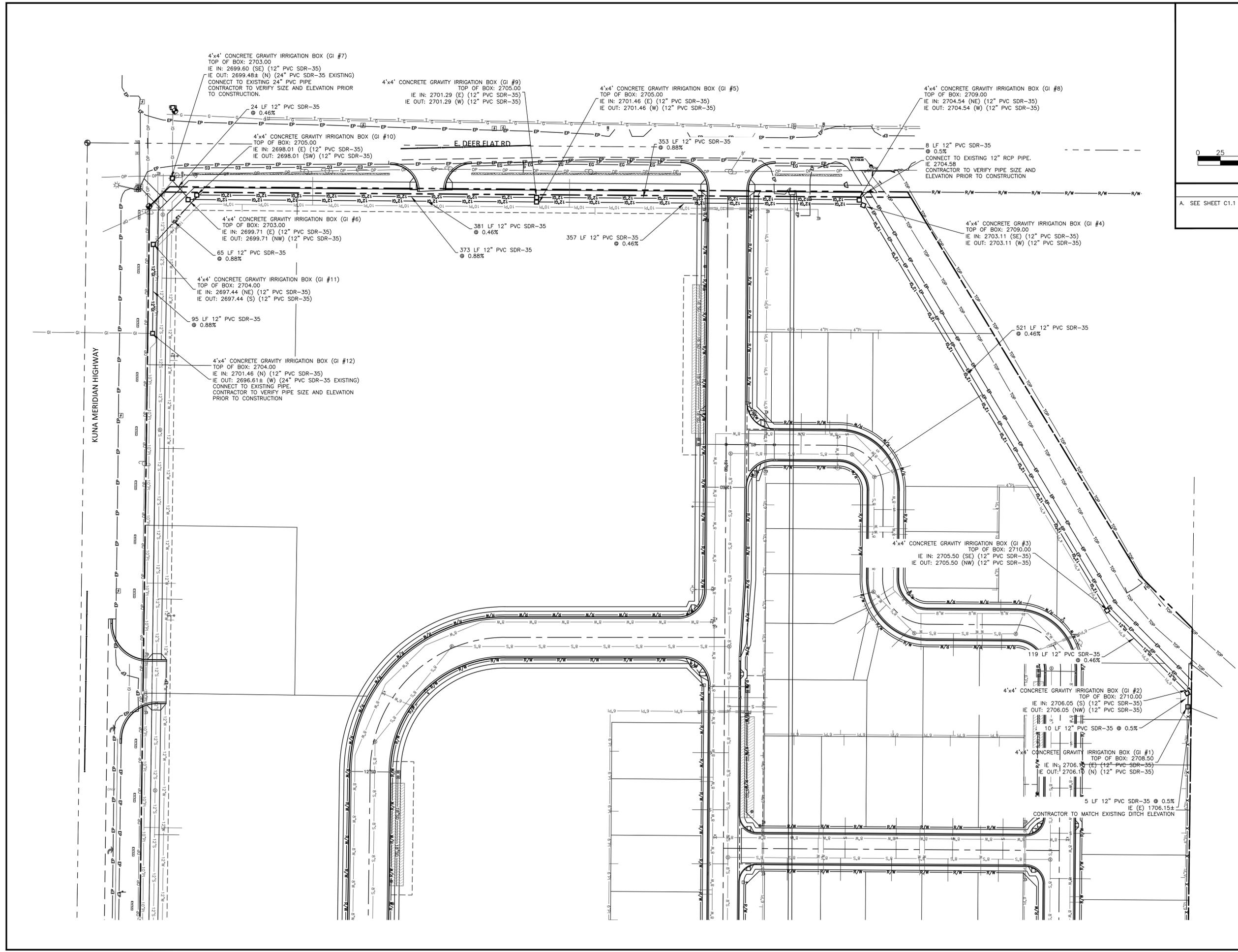
ASHTON ESTATES  
KUNA, IDAHO  
GRAVITY IRRIGATION PLAN

DRAWING STATUS:  
FOR AGENCY APPROVAL



DESIGN BY: TA  
DRAWN BY: TA  
CHECKED BY: TA  
DATE: 10/26/17  
PROJECT: 16-083  
SHEET NO. C8.0

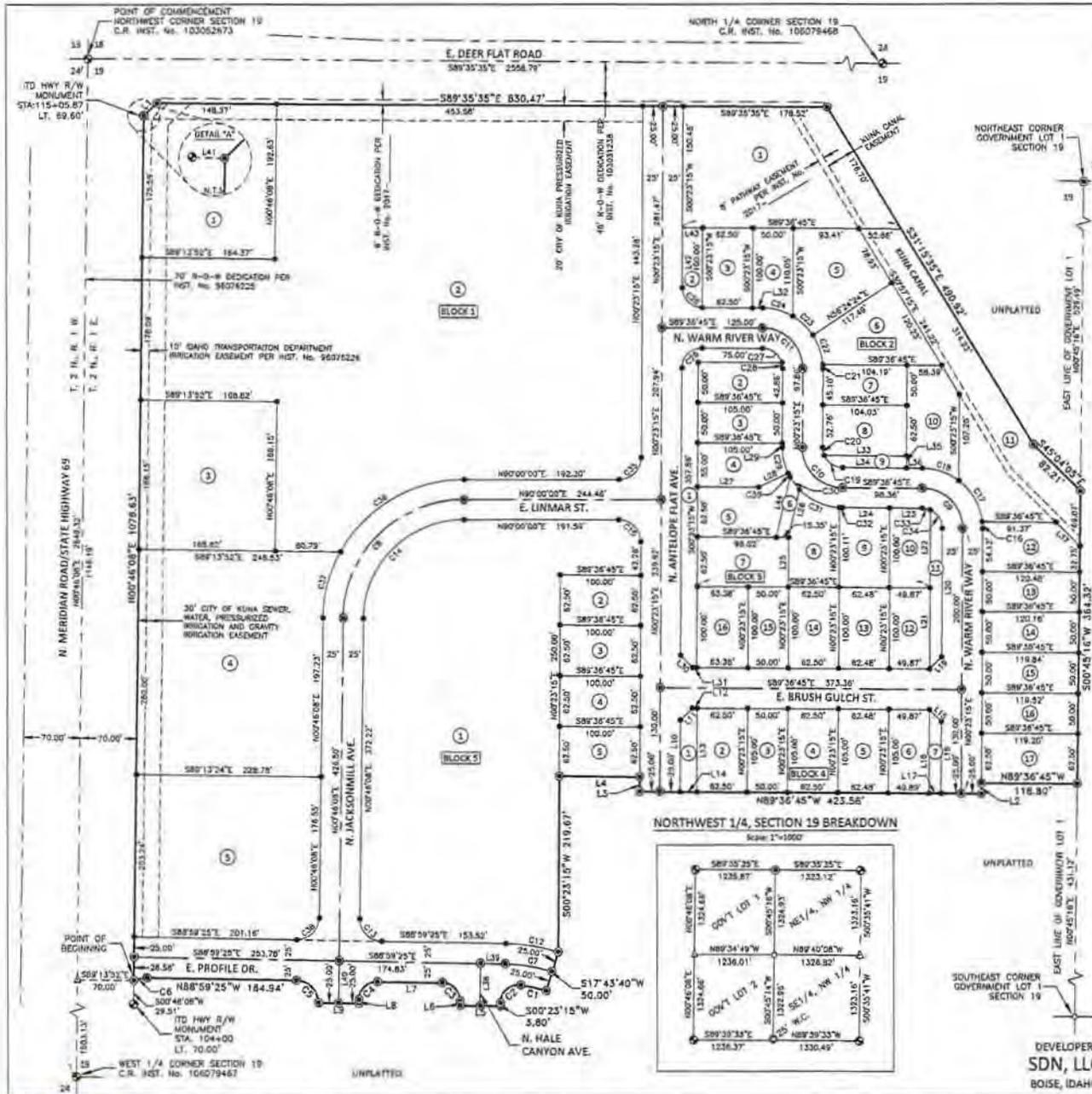
FOR AGENCY APPROVAL



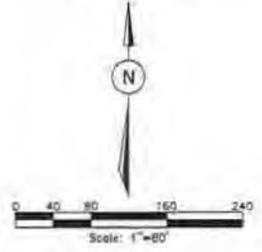
P:\16-083\CONSTRUCTION PLANS\16-083 GRAVITY DWG. TODD ARNOLD.11/1/2017.DWG TO PDF.PC3.220341.DWG







**PLAT OF  
ASHTON ESTATES SUBDIVISION No. 1**  
A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 1 OF SECTION 19,  
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN,  
CITY OF KUNA, ADA COUNTY, IDAHO.  
2017



- SHEET INDEX**
- SHEET 1 - SUBDIVISION PLAT
  - SHEET 2 - NOTES AND LINE AND CURVE TABLES
  - SHEET 3 - CERTIFICATE OF OWNERS
  - SHEET 4 - CERTIFICATES AND APPROVALS

- LEGEND**
- BOUNDARY LINE
  - - - LOT LINE
  - SECTION LINE
  - - - ADJACENT BOUNDARY LINE
  - - - PREVIOUS RIGHT-OF-WAY LINE
  - - - EASEMENT LINE AS NOTED
  - TIE LINE
  - ⊕ FOUND BRASS CAP MONUMENT
  - ⊙ FOUND ALUMINUM CAP MONUMENT
  - ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP (PLS 6973")
  - ⊙ FOUND 1/2" REBAR WITH PLASTIC CAP (PLS 4106")
  - ⊙ SET 5/8" X 24" REBAR WITH PLASTIC CAP (PLS 16662)
  - ⊙ SET 1/2" X 24" REBAR WITH PLASTIC CAP (PLS 16662)
  - CALCULATED POINT
  - ⊙ LOT NUMBER
  - ⊙ BLOCK NUMBER

- REFERENCES**
- R1. RECORD OF SURVEY No. 2489, RECORDS OF ADA COUNTY, IDAHO.
  - R2. RECORD OF SURVEY No. 8887, RECORDS OF ADA COUNTY, IDAHO.
  - R3. RECORD OF SURVEY No. 6738, RECORDS OF ADA COUNTY, IDAHO.
  - R4. FEDERAL AID PROJECT STP-3782(101), RECORDS OF IDAHO TRANSPORTATION DEPARTMENT
  - R5. PLAT OF RIDLEY'S FAMILY CENTER SUBDIVISION No. 1, BOOK 107 OF PLATS AT PAGES 14820-14822, RECORDS OF ADA COUNTY, IDAHO.

**km ENGINEERING**  
ENGINEERS, SURVEYORS, PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 689-6936  
FAX (208) 679-6902

PROFESSIONAL LAND SURVEYOR  
LICENSED  
STATE OF IDAHO  
16662  
TERRY KEWEN  
10-27-2017

DEVELOPER  
**SDN, LLC**  
BOISE, IDAHO

JOB NO. 16-081 SHEET 014

Exhibit  
**A4**

REVISED  
**11.2.17**

PLAT OF  
ASHTON ESTATES SUBDIVISION No. 1

LINE TABLE			
LINE #	LENGTH	DIRECTION	
L1	22.70	N45°33'14"E	
L2	13.36	S0°23'15"W	
L3	18.81	N0°23'15"E	
L4	100.00	N89°36'45"W	
L5	50.00	N88°59'25"W	
L6	5.24	N0°23'15"E	
L7	80.15	S88°59'25"E	
L8	4.58	S0°46'08"W	
L9	50.00	N89°13'52"W	
L10	90.00	S0°23'15"W	
L11	21.21	N45°23'15"E	
L12	5.88	S89°36'45"E	
L13	105.00	N0°23'15"E	
L14	20.88	S89°36'45"E	
L15	21.21	S44°36'45"E	
L18	90.00	N0°23'15"E	
L17	15.00	S89°36'45"E	
L18	105.00	N0°23'15"E	
L19	21.21	S45°23'15"W	
L20	160.00	N0°23'15"E	
L21	100.00	N0°23'15"E	
L22	97.91	N0°23'15"E	

LINE TABLE		
LINE #	LENGTH	DIRECTION
L23	40.20	N89°36'45"W
L24	58.36	N89°36'45"W
L25	62.90	N0°23'15"E
L26	61.37	S12°43'31"W
L27	75.84	S89°36'45"E
L28	40.54	S84°44'45"W
L29	5.00	S0°23'15"W
L30	21.21	N44°36'45"W
L31	5.00	S89°36'45"E
L32	12.50	S89°36'45"E
L33	102.06	S89°36'45"E
L34	79.03	N89°36'45"W
L35	15.26	S0°23'15"W
L36	19.53	N89°36'45"W
L37	42.10	S44°39'18"E
L38	52.50	S0°46'08"W
L39	30.96	N88°59'25"W
L40	52.26	S0°46'08"W
L41	0.43	S87°28'08"E
L42	75.00	S0°23'15"W
L43	25.00	S89°36'45"E
L44	77.58	S12°43'31"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	175.00'	32.06'	10°29'45"	N77°18'56"W	32.01'
C2	22.50'	38.11'	9°02'57"	S48°54'43"W	33.72'
C3	22.50'	35.10'	8°22'40"	N44°18'05"W	31.58'
C4	22.50'	35.44'	9°14'27"	S45°53'22"W	31.89'
C5	27.50'	43.08'	8°45'33"	N44°06'38"W	38.81'
C6	39.50'	18.95'	24°35'20"	S78°42'55"W	16.82'
C7	200.00'	98.98'	1°53'49"	N80°32'30"W	58.77'
C8	150.00'	233.81'	8°13'52"	S45°23'04"W	210.70'
C9	50.00'	78.54'	9°00'00"	N44°38'45"W	70.71'
C10	50.00'	78.54'	9°00'00"	S44°38'45"E	70.71'
C11	50.00'	78.54'	9°00'00"	N44°38'45"W	70.71'
C12	225.00'	66.28'	1°52'37"	N80°33'06"W	66.04'
C13	27.50'	43.08'	8°45'33"	N44°06'38"W	38.81'
C14	125.00'	194.67'	8°13'52"	N45°23'04"E	175.59'
C15	27.50'	43.38'	9°23'15"	S44°48'22"E	39.02'
C16	75.00'	8.39'	5°24'43"	N2°49'06"W	8.39'
C17	75.00'	80.56'	4°15'50"	N29°09'25"W	58.93'
C18	75.00'	48.86'	3°19'23"	N70°57'04"W	48.00'
C19	25.00'	29.27'	6°04'27"	S56°04'32"E	27.62'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C20	25.00'	10.00'	22°55'33"	S11°04'32"E	9.94'
C21	75.00'	4.91'	3°44'52"	N1°29'11"W	4.90'
C22	75.00'	39.98'	3°13'59"	N16°28'36"W	39.12'
C23	75.00'	34.06'	26°01'09"	N46°36'11"W	53.77'
C24	75.00'	39.27'	3°00'00"	N74°36'45"W	38.82'
C25	25.00'	39.27'	9°00'00"	S44°38'45"E	35.38'
C26	25.00'	39.27'	9°00'00"	S45°23'15"W	35.38'
C27	25.00'	32.03'	7°32'41"	N52°54'39"W	28.88'
C28	25.00'	7.24'	16°35'47"	N7°54'39"W	7.22'
C29	75.00'	33.55'	2°58'30"	S12°26'00"E	33.29'
C30	75.00'	19.86'	1°51'02"	S36°30'28"E	19.81'
C31	75.00'	95.46'	4°22'01"	S55°16'43"E	54.20'
C32	75.00'	4.12'	3°09'02"	S88°02'14"E	4.12'
C33	25.00'	10.29'	2°54'41"	N77°49'24"W	10.22'
C34	25.00'	28.98'	8°25'19"	N32°49'24"W	27.39'
C35	27.50'	43.01'	8°36'45"	S45°11'36"W	36.76'
C36	175.00'	186.29'	6°59'35"	S59°30'12"W	177.62'
C37	175.00'	86.25'	2°14'17"	S14°53'16"W	85.38'
C38	27.50'	43.31'	9°14'27"	S45°53'22"W	38.97'

NOTES

- MINIMUM BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN IN EFFECT AT THE TIME OF RESUBDIVISION PERMIT.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN IN EFFECT AT THE TIME OF RESUBDIVISION.
- IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-2305(1)(b). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA SUBJECT TO ORDINANCE 2015-14, ANNEXING ASHTON ESTATES SUBDIVISIONS INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. 2017-\_\_\_\_\_ RECORDS OF ADA COUNTY, IDAHO.
- MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY. SUCH LOTS MUST REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS TO SAID IRRIGATION/DRAINAGE FACILITIES.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- LOTS 1, 2, 9 AND 11, BLOCK 2, LOTS 1 AND 10, BLOCK 3, LOTS 1 AND 7, BLOCK 4 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE ASHTON ESTATES HOMEOWNER'S ASSOCIATION, INC. OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA PRESSURIZED IRRIGATION.
- ALL LOT LINES COMMON TO THE PUBLIC RIGHTS-OF-WAY CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA PRESSURIZED IRRIGATION AND LOT DRAINAGE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- UNLESS OTHERWISE DIMENSIONED, ALL LOT LINES COMMON TO THE SUBDIVISION BOUNDARY AND ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA PRESSURIZED IRRIGATION AND LOT DRAINAGE.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF KUNA.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE ON FILE AT THE ADA COUNTY RECORDER'S OFFICE PER INSTRUMENT NO. 2017-\_\_\_\_\_ AND ANY FUTURE AMENDMENTS.
- LOT 6, BLOCK 3 IS SUBJECT TO A BLANKET EASEMENT FOR A COMMON DRIVEWAY TO PROVIDE ACCESS TO LOT 7, BLOCK 3. LOT 6, BLOCK 1 SHALL BE OWNED AND MAINTAINED BY THE ASHTON ESTATES HOMEOWNER'S ASSOCIATION, OR ASSIGNS. LOT 6, BLOCK 1 IS ALSO SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES AND IRRIGATION.
- A PORTION OF LOTS 1 AND 11, BLOCK 2 AS SHOWN HEREON ARE SUBJECT TO AN EXISTING BOISE PROJECT BOARD OF CONTROL EASEMENT FOR OPERATION AND MAINTENANCE OF THE KUNA CANAL.



DEVELOPER  
SDN, LLC  
BOISE, IDAHO

10-27-2017

PLAT OF ASHTON ESTATES SUBDIVISION No. 1

CERTIFICATE OF OWNERS

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

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 1 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 19, WHICH BEARS N00°48'06"E A DISTANCE OF 2,649.32 FEET FROM A FOUND ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 19, THENCE FOLLOWING THE WESTERLY LINE OF SAID GOVERNMENT LOT 1, S00°48'08"W A DISTANCE OF 1,146.19 FEET, THENCE LEAVING SAID WESTERLY LINE, S89°13'52"E A DISTANCE OF 70.00 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH MERIDIAN ROAD/STATE HIGHWAY 16 AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- 1. N00°48'08"E A DISTANCE OF 1,076.63 FEET TO A SET 5/8-INCH REBAR;
2. N45°35'14"E A DISTANCE OF 22.70 FEET TO A SET 5/8-INCH REBAR ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST DEER FLAT ROAD.

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, S89°35'35"E A DISTANCE OF 830.47 FEET TO A SET 5/8-INCH REBAR ON THE EAST BANK OF THE KUONA CANAL;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND FOLLOWING THE EAST BANK OF SAID KUONA CANAL THE FOLLOWING TWO (2) COURSES:

- 1. S31°15'38"E A DISTANCE OF 490.92 FEET TO A SET 5/8-INCH REBAR;
2. S45°04'05"E A DISTANCE OF 82.21 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY LINE OF SAID GOVERNMENT LOT 1;

THENCE LEAVING THE EAST BANK OF SAID KUONA CANAL AND FOLLOWING THE EASTERLY LINE OF SAID GOVERNMENT LOT 1, S00°45'16"W A DISTANCE OF 364.32 FEET TO A SET 5/8-INCH REBAR;

THENCE LEAVING THE EASTERLY OF SAID GOVERNMENT LOT 1, N89°38'45"W A DISTANCE OF 118.80 FEET TO A SET 5/8-INCH REBAR;

THENCE S00°23'15"W A DISTANCE OF 13.38 FEET TO A SET 5/8-INCH REBAR;

THENCE N89°36'45"W A DISTANCE OF 423.56 FEET TO A SET 5/8-INCH REBAR;

THENCE N00°23'15"E A DISTANCE OF 18.81 FEET TO A SET 5/8-INCH REBAR;

THENCE N89°36'45"W A DISTANCE OF 100.00 FEET TO A SET 5/8-INCH REBAR;

THENCE S00°23'15"W A DISTANCE OF 219.67 FEET TO A SET 5/8-INCH REBAR;

THENCE S17°43'40"W A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH REBAR;

THENCE 32.08 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A DELTA ANGLE OF 19°29'45", A CHORD BEARING OF N77°18'56"W AND A CHORD DISTANCE OF 32.01 FEET TO A SET 5/8-INCH REBAR;

THENCE 38.11 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.50 FEET, A DELTA ANGLE OF 9°7'02.37", A CHORD BEARING OF S48°54'43"W AND A CHORD DISTANCE OF 33.72 FEET TO A SET 5/8-INCH REBAR;

THENCE S00°23'15"W A DISTANCE OF 3.80 FEET TO A SET 5/8-INCH REBAR;

THENCE N89°59'25"W A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH REBAR;

THENCE N00°23'15"E A DISTANCE OF 5.24 FEET TO A SET 5/8-INCH REBAR;

THENCE 35.10 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.50 FEET, A DELTA ANGLE OF 8°22'40", A CHORD BEARING OF N44°18'05"W AND A CHORD DISTANCE OF 31.65 FEET TO A SET 5/8-INCH REBAR;

THENCE N89°59'25"W A DISTANCE OF 80.13 FEET TO A SET 5/8-INCH REBAR;

THENCE 35.44 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.50 FEET, A DELTA ANGLE OF 8°01'42.7", A CHORD BEARING OF S45°53'22"W AND A CHORD DISTANCE OF 31.89 FEET TO A SET 5/8-INCH REBAR;

THENCE S00°45'08"W A DISTANCE OF 4.58 FEET TO A SET 5/8-INCH REBAR;

THENCE N89°13'52"W A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH REBAR;

THENCE 43.08 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 27.50 FEET, A DELTA ANGLE OF 8°49'33", A CHORD BEARING OF N44°08'36"W AND A CHORD DISTANCE OF 38.81 FEET TO A SET 5/8-INCH REBAR;

THENCE N89°59'25"W A DISTANCE OF 184.94 FEET TO A SET 5/8-INCH REBAR;

THENCE 16.95 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 39.50 FEET, A DELTA ANGLE OF 2°43'30", A CHORD BEARING OF S78°42'55"W AND A CHORD DISTANCE OF 16.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 23.845 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EXISTING EASEMENT AND/OR RIGHTS-OF-WAY OF RECORD OR IMPLIED.

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

DONALD C NEWELL, MANAGER SDN, LLC

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA }

ON THIS DAY OF A.D., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DONALD C. NEWELL, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF SDN, LLC, AND THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY CORPORATION EXECUTED THE SAME.

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

NOTARY PUBLIC FOR THE STATE OF
RESIDING AT
MY COMMISSION EXPIRES

CERTIFICATE OF SURVEYOR

I, KELLY KEHRER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF ASHTON ESTATES SUBDIVISION No. 1 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

KELLY KEHRER, P.L.S. 18862



DEVELOPER SDN, LLC BOISE, IDAHO

PLAT OF  
ASHTON ESTATES SUBDIVISION No. 1

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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

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

APPROVAL OF KUNA CITY ENGINEER

THE PLAT IS ACCEPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE CITY ENGINEER OF THE CITY OF KUNA, ADA COUNTY, IDAHO.

\_\_\_\_\_  
CITY ENGINEER

APPROVAL OF KUNA CITY

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

\_\_\_\_\_  
KUNA CITY CLERK

CERTIFICATE OF COUNTY SURVEYOR

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

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

\_\_\_\_\_  
DATE

HEALTH CERTIFICATE

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

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

\_\_\_\_\_  
DATE

CERTIFICATE OF ADA COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1306, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

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

\_\_\_\_\_  
DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }  
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF ASHTON ESTATES SUBDIVISION No. 1 WAS FILED AT THE REQUEST OF \_\_\_\_\_ AT \_\_\_\_ MINUTES PAST \_\_\_\_ O'CLOCK \_\_\_\_ M., THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_ THRU \_\_\_\_\_.

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

\_\_\_\_\_  
DEPUTY

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

FEE:



DEVELOPER  
SDN, LLC  
BOISE, IDAHO





# City of Kuna

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

## City Council - Findings of Fact & Conclusions of Law

**To:** City Council

**Case Numbers:** 17-04-ZC (Rezone) and 17-04-S (Preliminary Plat)  
***Ashton Estates Subdivision***

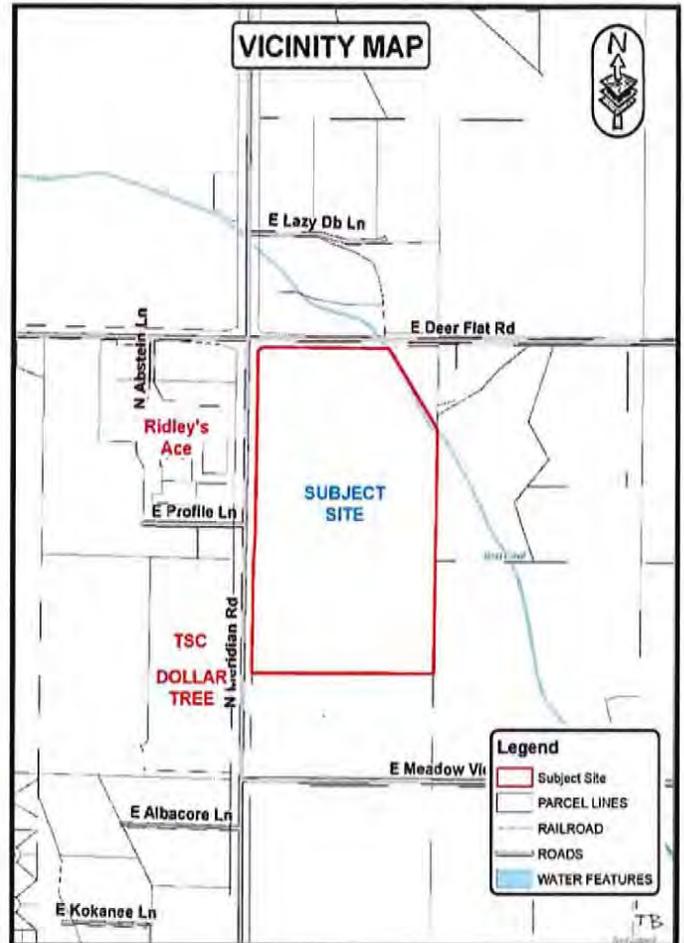
**Location:** Southeast Corner (SEC) Meridian and Deer Flat Roads, Kuna, Idaho 83634

**Planner:** Troy Behunin, Planner III

**Hearing Date:** September 5, 2017  
***Findings of Fact:*** ***September 19, 2017***

**Owner:** SDN, LLC, Don Newell  
P.O. Box 1939  
Eagle, ID 83616  
208.404.2161  
[Ashton.home@hotmail.com](mailto:Ashton.home@hotmail.com)

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



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### A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that rezone's and preliminary plat's are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act



Exhibit  
A5

**a. Notifications**

- |                                  |                                    |
|----------------------------------|------------------------------------|
| i. Neighborhood Meeting          | April 12, 2017 (2 people attended) |
| ii. Agency Comment Request       | May 30, 2017                       |
| iii. 315' Property Owners Notice | August 14, 2017                    |
| iv. Kuna, Melba Newspaper        | August 9, 2017                     |
| v. Site Posted                   | August 25, 2017                    |

**B. Applicant's Request:**

On behalf of SDN, LLC, the applicant, Kirsti Grabo with KM Engineering, requests approval to rezone the portions of this site previously zoned as R-12 (High Density Res.) to, and increasing the C-1 (Neighborhood Commercial) and the R-6 (Medium Density Residential) zones. Applicant also requests approval for a preliminary plat that includes 9 commercial lots, 133 single-family lots, 20 common lots and a proposed City park lot. The subject site is located on the southeast corner (SEC) of Meridian and Deer Flat Roads.

**C. Aerial Map:**

©Copyrighted

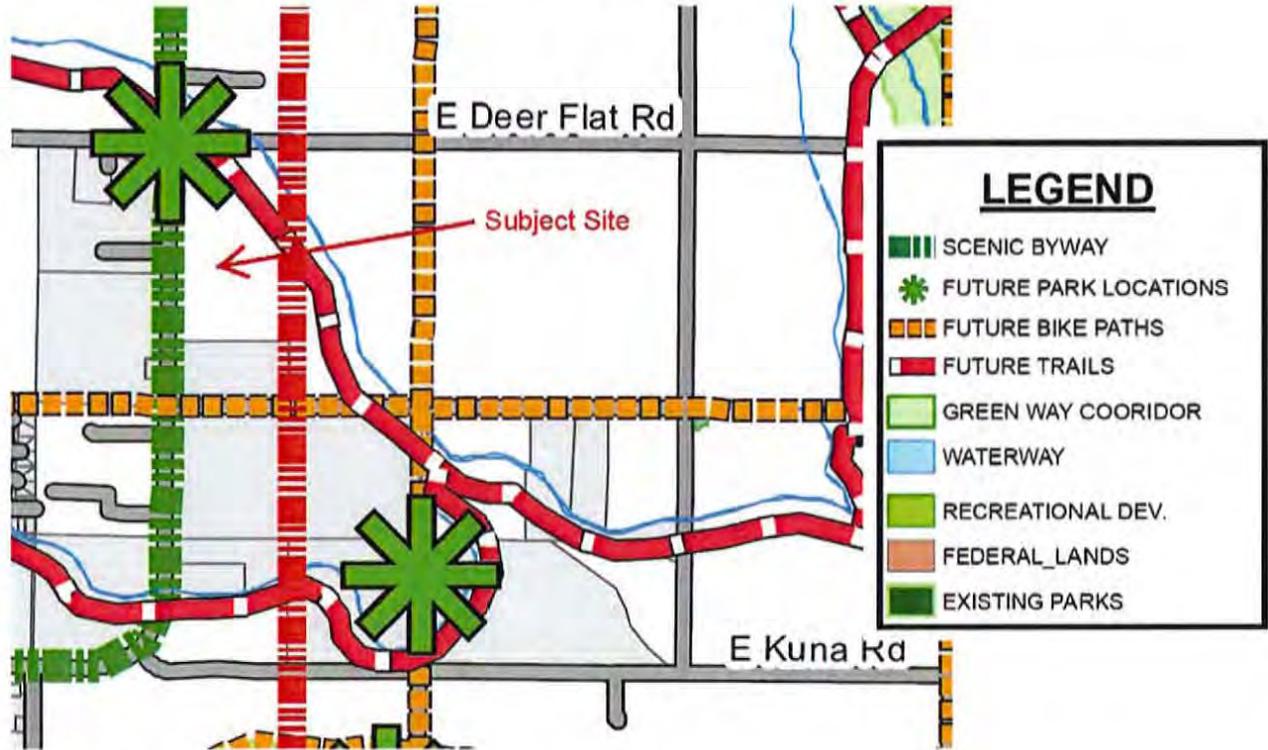
**D. Site History:**

This site is in the City limits and historically has been farmed. It is directly east of two Kuna City commercial subdivisions – the Merrell Family Center and Ensign Subdivisions.

**E. General Projects Facts:**

1. **Comprehensive Plan Map:** The Future Land Use Map (Comprehensive [Comp] Plan Map) is intended to serve as a *guide* for the decision making body for the City. This map indicates land use designations generally speaking, it is not the actual zone. The Comp Plan Map designation for this site was recently amended to Mixed-Use General for the approximate 50.7 acres.

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail through the northeast corner (NEC) of the site, situated along the Kuna Canal. It is the City’s goal and desire to increase the number of trails and pathways in Kuna. Accordingly, it is necessary for each parcel to develop trails and pathways along frontages of their canals and ditches to comply with the Master Plan goals by either starting a pathway, or extending one in the area of the project.



3. **Surrounding Land Uses:**

North	RUT	Rural Urban Transition – Ada County
South	A	Agriculture – Kuna City
East	RR	Rural Residential – Ada County
West	C-1	Neighborhood Commercial – Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Number(s):**

- Parcel Size: 50.7 acres (approximately).
- Zoning: R-12 (High Density Residential), R-6 (Medium Density Residential) and C-1 (Neighborhood Commercial), Kuna City.
- Parcel (APN) #: S1419223151.

5. **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

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

The land is currently used for agricultural purposes. Applicant anticipates that the land will continue the historic agricultural uses on the lands until development occurs. This site is generally flat, with a slight slope from the north end to the center of the site, and a slight slope from the south end toward the center of the site. Soils appear to be a Hydrologic Group D for the majority of the site with a general slope of less than 2%.

7. **Transportation / Connectivity:**

The applicant proposes four access points for the site. Two access points on Meridian Road, to include one full public road access on the south and a Right-in/Right-out (RIRO) driveway on the north end of the Meridian frontage. The applicant has proposed two access points on Deer Flat Road, including one full public access on the east side, and a second RIRO (driveway) on the west side of the Deer Flat frontage. Staff notes that Kuna's Highway Overlay District (District) standards state that connection to Meridian Road and other points of access within the District shall be limited to the full and/or mid-mile alignments, or at a distance greater than 600' from centerline of Meridian Road.

8. **Environmental Issues:**

Staff is not aware of any environmental, health or safety conflicts, beyond the designation of being in the nitrate priority area.

9. **Agency Responses:**

The following agencies returned comments which are included as exhibits with this case file and report:

- City Engineer (Antonio Conti, P.E.) *Exhibit B 1*
- Ada County Highway District (Stacey Yarrington) *Exhibit B 2*
- Boise Project Board of Control (Bob Carter) *Exhibit B 3*
- Central Dist. Health Dept. (Lori Badigian), *Exhibit B 4*
- *Compass-Community Planning Association (Carl Miller), Exhibit B5*
- Department of Environmental Quality (DEQ) *Exhibit B 6*

F. **Staff Analysis:**

Fulfilling the conditions of approval for the entitlements received in early 2017 (16-10-AN & 16-03-CPM), the applicant proposes this subdivision application which includes nine commercial lots, 133 residential lots and 20 common lots and a proposal for a City park. This project is adjacent to a principle arterial (Meridian Rd.) and minor arterial (Deer Flat Rd.). All major public utilities are near, or adjacent to this site. Applicant intends to develop the site as a mixed-use development with commercial pads and new single-family housing options. It is anticipated this development will require four phases for complete build-out, for both residential lots and commercial pads.

The project size is approximately 51 acres in size and proposes two different zones as delineated on the preliminary plat where the zone lines are proposed. The C-1 (Neighborhood Commercial) is proposed to be approximately 19.86 acres and the R-6 (Medium Density Residential) is proposed to be approximately 34.76 acres (this includes lands to the centerline of both roadways). The proposed commercial uses along Meridian and Deer Flat Roads are in compliance with recommendations from the Comprehensive Plan and with staffs request to extend commercial uses as far south and east as reasonable, as directed by Council. The medium residential uses provide a buffer between the proposed commercial and current uses on the east and southern sides of the site and complies with mixed-use design principles. The proposed City Park is centrally located and applies good design principles, highlights mixed-use principles, and compliments the two proposed uses.

Staff has reviewed Kuna's Comprehensive Plan (Comp Plan), which promotes commercial development, and a variety of housing types for all income levels numerous times throughout the document. The sections of the Comp Plan that address new commercial and various housing types are included below, in Section K

(Comp Plan analysis) of this report. The City attempts to balance new commercial uses as well as all housing types. Applicant will be required to maintain technical compliance with Kuna City Code (KCC), as the site develops. Staff recommends the applicant work with Kuna Rural Fire District (KRFD) to conform to the secondary access requirements of the KRFD, for the number of homes utilizing access points, roadway access and circulation at time of development.

The Highway Overlay District (District) standards state that connection to Meridian Road and other points of access within the District shall be limited to the full and/or mid-mile alignments, or at distances greater than 600' from centerline of Meridian Road. Since this project does not abut a full/mid-mile road, Council should consider allowing the entrances as proposed but as temporary full-accesses only. Furthermore, as the area further develops, the City, ACHD or ITD may enforce the access portion of the Overlay District (or other policies / standards) in the form of a right-in/right-out for one or both of the proposed full entrances due to traffic volume and/or safety concerns and/or other needs.

Applicant is made aware that all new commercial uses must go through design review for the building(s), signage, parking lot(s) and landscaping for future development, prior to building permits being issued.

Staff has determined this application complies with the goals and policies of Kuna city for this corridor, and Title 5 and 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 17-04-ZC and 17-4-S, subject to the conditions of approval by Kuna's City Council.

**G. Applicable Standards:**

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

**H. Procedural Background:**

At a regular meeting on September 5, 2017, the Council considered the applications, including agency comments, staff's report, application exhibits and public testimony presented or given.

**I. Factual Summary:**

This site is located on the southeast corner of Meridian and Deer Flat Roads. The project consists of 50.7 (approx.) acres and is currently zoned R-12, R-6 and C-1. Applicant requests changing portions of the approved R-12 zone to C-1, while other portions of the R-12 are proposed to change to Medium Density Residential. The C-1 (Neighborhood Commercial) will increase in size from approximately 17.99 acres to (approx.) 19.86 acres. While the R-6 (Medium Density Residential) will increase in size from approximately 27.26 acres to (approx.) 34.76 acres. If approved, this project will take access from Meridian Road (principle arterial) in two places, and from Deer Flat Road (minor arterial) in two places. Both existing roads are classified roadways.

**J. Findings of Fact:**

**17-04-ZC and 17-04-S:** Based upon the record contained in Case No's 17-04-ZC and 17-04-S, including the Comprehensive Plan, Kuna City Code, staff's memorandums, the exhibits, and the testimony during the public hearing, the Council hereby *approves / denies* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 17-04-ZC and 17-04-S, a request for a rezone and preliminary plat in Kuna City limits request by the applicant follows:

*The Council concludes that the applications comply with the City of Kuna's Zoning regulations (Title 5) of KCC.*

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

**Comment:** *The Council held a public hearing on the subject applications on September 5, 2017, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. Based on the evidence contained in Case No's 17-04-ZC and 17-04-S, this proposal does / does not appear to generally comply with the Comprehensive Plan and Comp Plan Map.

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

3. The Council has the authority to approve these two applications.

**Comment:** *At a regular meeting on September 5, 2017, Council voted to approve cases 17-04-ZC and 17-04-S.*

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

**Comment:** *As noted in the process and noticing sections, notice requirements were met to hold a regular public hearing on September 5, 2017.*

**K. Comprehensive Plan Analysis:**

Council had determined the proposed subdivision for the *site* is consistent with the following Comp Plan components:

**Housing:** Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. They expressed interest in a mix of residential type dwellings applications; including single-family, *multi-family*, apartments and condominiums. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 [Comprehensive Plan –CP]).

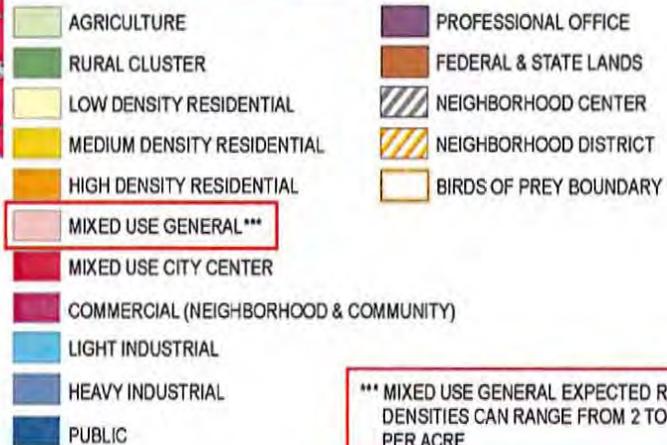
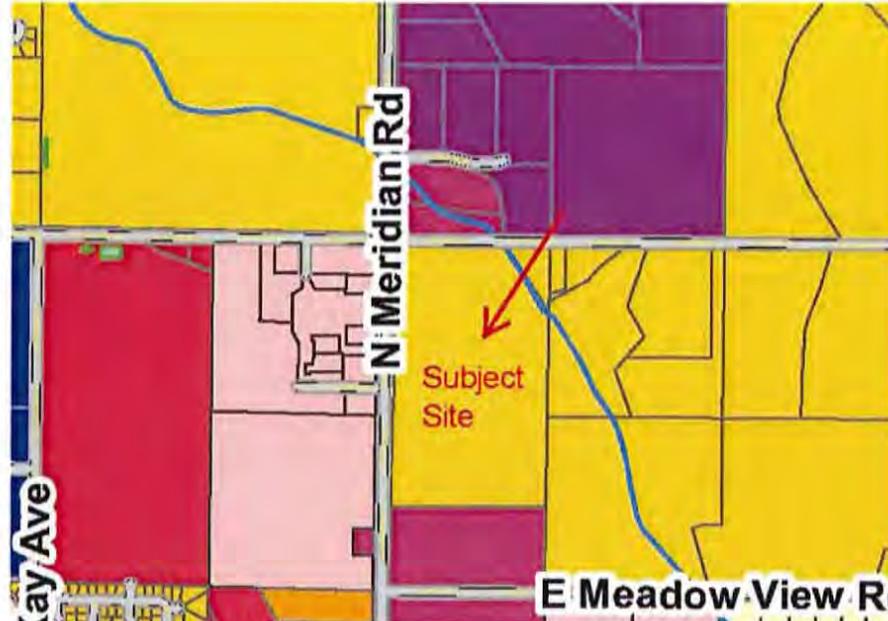
Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, multi-family use facilities, and other mixed-use developments (Page 13 - CP).

**Comment:** *The Comp Plan and the corresponding Future Land Use Map (with land use designations) provides for a mix of medium density and high density residential uses and commercial uses. This project has proposed a variety of densities mixed with commercial, therefore it generally conforms to the Comp Plan and the Future Land Use Map.*

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

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

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



\*\*\* MIXED USE GENERAL EXPECTED RESIDENTIAL DENSITIES CAN RANGE FROM 2 TO 20 UNITS PER ACRE

**LEGEND**

Economic Development Goals and Objectives - Section 5 - Summary:

Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community, and develop policies to provide incentives and assistance to attract companies. Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5, Pg. 43 – 3.1 and Pg. 41 – 1 & 1.3 [CP]).

**Comment:** The Comp Plan encourages a mix of commercial uses and adequate housing for all income levels and calls for increasing pedestrian connections. This project supplies a number of additional housing types to Kuna's inventory and provides opportunities for quality housing. This development should add to the City's pedestrian network for non-motorized transportation, by proposing pathway connections for development to connect to in the future.

Land Use Goals and Objectives - Section 6 - Summary:

Encourage and support mixed uses to accommodate a diverse range of business and commercial activity balanced with residential uses. Provide a broad mix of services within walking distances while strengthening the economy and providing opportunity for social interactions. Encourage commercial development on transportation corridors. Adopt a future land use plan and map that includes natural and developed open spaces, while providing

a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 63 – 1.1, Pg. 64 – 2.1, 2.2, 2.2.1, 3.1 & Goal 3, Pg. 65 – 4.3 and 6.4.1 Def. Pg. 89 [CP]).

**Comment:** *This project adds a number of quality commercial opportunities and several housing varieties to the City's inventory for all types of lifestyles, ages and economic groups.*

Transportation - Section 9: Encourage developers to create mixed-use developments that will reduce travel demand through trip capture. Increase Kuna's employment opportunities as a means of reducing commuter trips (Page 119 – Obj. 3.2 Policy 1 and 2 [CP]).

**Comment:** *Applicant proposes a mixed-use development adding to employment opportunities and may reduce commuter trips, therefore, it generally complies with the comp plan goals and policies*

Housing Goals and Objectives - Section 12 - Summary:

Adopt mixed-use land strategies which assure the self-sufficiency of neighborhoods. 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 mixed-use development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).

Encourage mixed-use development that includes town centers, single-family, *multi-family*, accessory units, and other types of residential development. – Policy 1.1.2, Section 12, Housing (Page 155 [CP]).

**Comment:** *Applicant proposes a high-quality development for commercial development along with a variety of dwelling types, densities, and price points for many income levels in this part of Kuna as encouraged by the Comp Plan. This project significantly adds to the City's overall network of commercial uses, utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and avoids increased municipal services costs and sprawl.*

Community Design Goals and Objectives - Section 13 - Summary:

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

**Comment:** *Applicant proposes good community and urban design principles through creation of Mixed-Uses and a self-sustaining development, adding to the pedestrian pathway network and adding to the City's sidewalk network. Applicant also proposes improving Deer Flat Road, which adds to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). This development should also incorporate landscape buffers creating a sense of place for citizens. Therefore, this project fosters sound community design concepts and complies with the Comp Plan goals and strengthens Kuna's image.*

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient and mixed-use neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge (Page 179 [CP]).

**Comment:** Applicant proposes an extension of the sidewalk and roadway system which complies with the Master Street Plan adopted by Kuna. Applicant should also propose connections to adjacent parcels by adding stub streets, pathways and sidewalks for pedestrian and non-motorized transportation. Applicant proposes R-6 housing densities thereby complying with call for a variety of housing types outlined within the Comp Plan and Comp Plan Map.

**L. Idaho State Code Analysis:**

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

**M. Conclusions of Law:**

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

1. The Council feels the site *is* physically is suitable for subdivision and development into a single-family and commercial subdivision, as proposed.

**Comment:** *The 50.7 acre (approximate) project appears to be suitable for this subdivision and development as a mixed-use style subdivision, as proposed.*

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

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

3. The Rezone and Subdivision applications are not likely to cause adverse public health problems.

**Comment:** *The subdivision of the property would/would not generally comply with the Comp Plan. The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

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

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

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

6. Based on the evidence contained in Case No.s 17-04-ZC and 17-04-S, Council finds Case No.s 17-04-ZC and 17-04-S, adequately comply with Kuna City Code.
7. Based on the evidence contained in Case No.s 17-04-ZC and 17-04-S, Council finds Case No.s 17-04-ZC and 17-04-S, generally comply with Kuna's zoning Code.

**N. Commission Recommended Conditions of Approval:**

On July 13, 2017, the Planning and Zoning Commission voted to recommend *approval* for case No.s 17-04-ZC and 17-04-S, based upon the Comp Plan, Kuna City Code, the record before the Commission, the applicant's presentation, testimony and Commission discussion at the public hearing, the Kuna Commission votes to recommend approval for Case No.s 17-04-ZC and 17-04-S with the following conditions of approval *at time of development in the future*:

- Applicant shall follow all conditions listed in the staff report and those agreed upon during the meeting, to include:
  - Working with staff and ITD for additional landscaping along Meridian Road (in the form of additional trees, shrubs and grass),
  - Discuss options and work with ITD for improved Pedestrian crossings at Meridian and Deer Flat Roads intersection,
  - Work with staff and City Engineer concerning the water reservoir as outlined in the Engineers memo.
  - Add larger trees to the east side of the site as agreed.

**O. City Council's Order of Decision:**

**17-04-ZC (Rezone) and 17-04-Sub (Subdivision),** *Note: This proposed motion is for approval, conditional approval, or denial for 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 September 5, 2017, the Council voted to *approve* case No.s 17-04-ZC, 17-04-S, based upon the Comp Plan, Kuna City Code, the record before the Council, the applicant's presentation, testimony and Council discussion at the public hearing, the Council hereby votes to approve Case No.s 17-04-ZC and 17-04-S with the following conditions of approval *at time of development*:

- Follow all staff and agency conditions of approval as listed in the staff memo.
  - Applicant shall meet with staff to clarify and also plan for the booster station and retention pond and park (for discussion, not decision).
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    - a. The City Engineer shall approve the sewer hook-ups.
    - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No

- construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
- c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
  - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
  - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
    - 2.1– With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
  3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
  4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
  5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
  6. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
  7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
  8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
  9. All signage within/for the project shall comply with Kuna City Code and shall be approved in the design review process with all new commercial and multi-family.
  10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
  11. The applicant's proposed preliminary plat (dated 05.5.17) and landscape plan (dated 05.3.2017) shall be considered a binding site plans, or as modified and approved through the public hearing process.
  12. Applicant shall add the following notes to the landscape plans and resubmit a PDF for Planning and Zoning approved plans, bearing the changes.
    - 12.1 – *Landscape contractor shall remove all twine/ropes and burlap from root balls.*
    - 12.2 – *Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.*
  13. Applicant shall be conditioned to add appropriate and necessary pathways along water bodies to comply with the Master Recreation and Pathways Map at time of development.
  14. The land owner/applicant/developer, and/or any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
  15. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
  16. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 19th day of September, 2017.



Joe Stear, Mayor  
Kuna City

ATTEST:



Chris Engels  
Kuna City Clerk





City of Kuna

Council Findings of Fact & Conclusions of Law

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

**To:** City Council

**Case Numbers:** 17-02-AN (Annexation),  
 17-06-S (Prelim. Plat),  
**Cazador Subdivision**

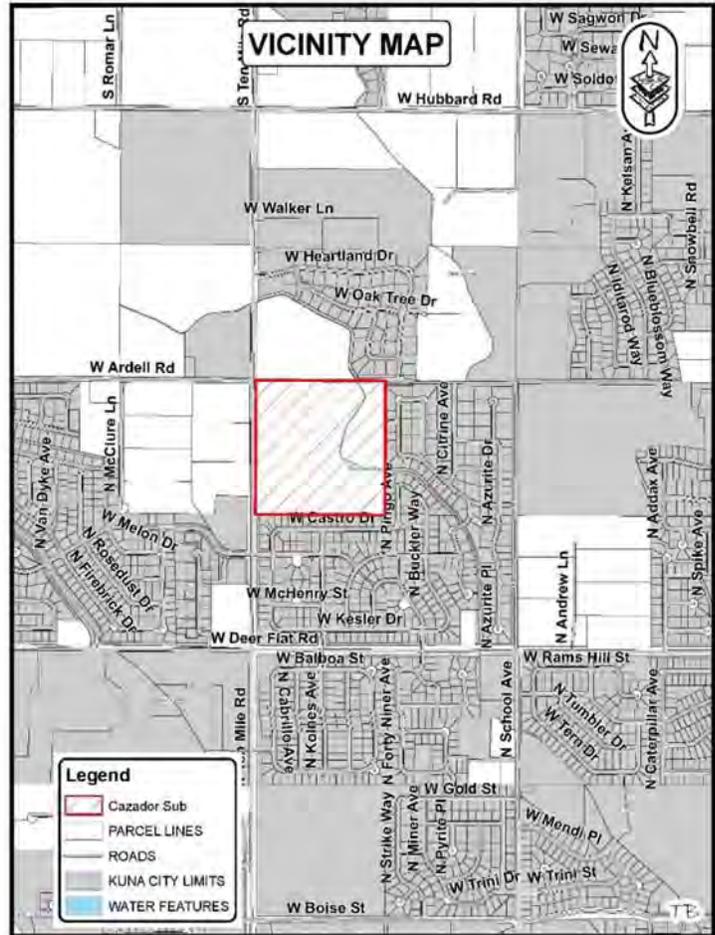
**Location:** South East Corner  
 (SEC) Ten Mile and  
 Ardell Roads,  
 Kuna, Idaho 83634

**Planner:** Troy Behunin,  
 Planner III

**Hearing Date:** October 17, 2017  
*Findings of Fact:* November 21, 2017

**Applicant:** **N Star Farm, LLC,**  
 Tim Eck  
 6152 W. Half Moon Ln.  
 Eagle, ID, 83616  
 208.850.0591  
[Timothyeck@me.com](mailto:Timothyeck@me.com)

**Engineer:** **KM Engineering,**  
 Kirsti Grabo  
 9233 W. State St.  
 Boise, ID, 83714  
 208.639.6939  
[kgrabo@kmengllp.com](mailto:kgrabo@kmengllp.com)



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**A. Process and Noticing:**

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations and subdivisions are designated as public hearings, with the Commission as the recommending body, and City Council as the decision making body, and that design review applications are designated as public meetings with Commission as the decision

making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Planning Act.

**a. Notifications**

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| i. Neighborhood Meeting          | May 17, 2017 (8 persons attended) |
| ii. Agency Comment Request       | June 26, 2017                     |
| iii. 315' Property Owners Notice | October 6, 2017 (sent)            |
| iv. Kuna, Melba Newspaper        | September 20, 2017                |
| v. Site Posted                   | October 6, 2017                   |

**B. Applicant's Request:**

On behalf of N Star Farm, LLC (Owner), Kirsti Grabo with KM Engineering, LLP, is requesting approval for Annexation of approximately 40.20 acres into Kuna City with an R-6 (Medium Density Residential) zone, and a subdivision preliminary plat for 164 buildable lots and 18 common lots and one shared driveway, yielding a proposed density of 4.08 Dwelling Units an Acre (D.U.A.). The subject site is located on the south east corner (SEC) of Ten Mile and Ardell Roads. The property address is 2332 N. Ten Mile Road – Parcel No.; S1314325410.

**C. Aerial Map:**



*@Copyrighted*

**D. Site History:**

This site is undeveloped and has historically been used for agricultural purposes. The site is adjacent to three Kuna subdivisions and one County Subdivision. This application proposes a total of two phases.

**E. General Projects Facts:**

- 1. Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision making body for the City. This map indicates general land use designations, and is not the actual

zone. The Comp Plan Map identifies this entire site as Medium Density Residential. The range for Medium Density is 4 - 8 D.U.A..

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail along the southwest boundary of the site, situated along the Mason Creek Feeder. Applicant proposes a significant number of trails throughout the project including one along the Mason Creek.



3. **Surrounding Land Uses:**

<b>North</b>	RR, R-4	Rural Residential, Ada County – Medium Density Residential, Kuna City
<b>South</b>	R-6	Medium Density Residential - Kuna City
<b>East</b>	R-6	Medium Density Residential - Kuna City
<b>West</b>	RUT, C-1	Rural Urban Transition, Ada County & Neighborhood Commercial, Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Number(s):**

- Project Size: 40.20 acres (approximately)
- Zoning: RUT; Rural Urban Transition – Ada County
- Parcel #: S1314325410

5. **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

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

The land is currently used for agricultural purposes. Applicant anticipates the land will continue the historic Agricultural uses until the land develops completely. This site soils in the area are a mix of three Hydrologic Groups; C and D – Group D is the dominant Group.

**7. Transportation / Connectivity:**

The applicant proposes extending two stub streets from adjacent subdivisions, two access points onto future Ardell Road and one temporary access on Ten Mile Road. Applicant proposes a temporary access onto Ten Mile Road to comply with Kuna Rural Fire District and EMS needs. When the section of Ardell Road along the north side of the site is complete, the temporary access will be abandoned and turned into a buildable lot (home lot). There are no permanent accesses proposed on Ten Mile Road.

**8. Environmental Issues:**

Beyond being within the Nitrate Priority Area, staff is not aware of any environmental, health or safety conflicts.

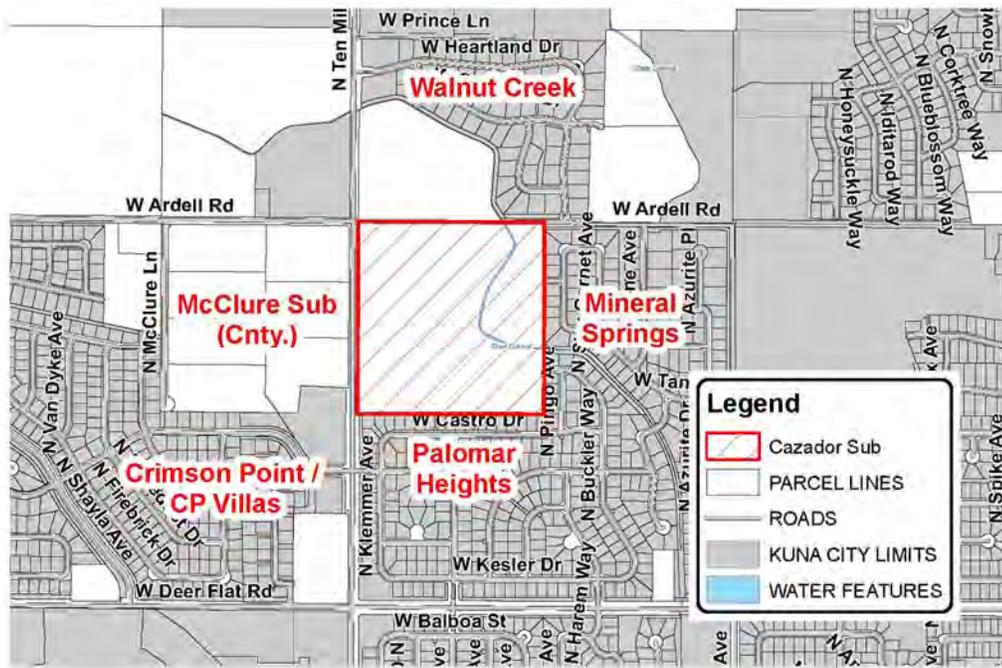
**9. Agency Responses:**

The following agencies returned comments which are included with this case file and are included with this report:

- City Engineer (Antonio Conti, P.E.) Exhibit B 1
- Ada County Highway District (Mindy Wallace) Exhibit B 2
- Boise Project Board of Control (Bob Carter) Exhibit B 3
- Central Dist. Health Dept. (Lori Badigian), Exhibit B 4
- COMPASS Idaho (Carl Miller) Exhibit B 5
- Department of Environmental Quality (Aaron Scheff) Exhibit B 6.

**F. Staff Analysis:**

This parcel touches City limits on all four sides and is eligible for annexation into the City. This parcel is designated on the Kuna Comprehensive Plan Map (Comp Plan Map) as Medium Density Residential (four units to eight units per acre), and is adjacent to multiple City Subdivisions and a County Subdivision. This



project abuts Ten Mile Road, an arterial, and will contribute to a new segment of Ardell Road. All public utilities will be extended to this site. Applicant proposes a new single-family housing development (Density

at 4.08 D.U.A.) to be built over an anticipated 3 phases. It is anticipated full build-out will be achieved in approximately 3 years. The applicant is prepared to adjust their timeline with market demands.

Applicant seeks annexation of approximately 40.20 acres into the City of Kuna. The proposed site touches City limits, therefore, with a proper application from the applicant, the criteria for annexation request in to the City has been met. Applicant seeks an R-6 (Medium Density Residential) zone for the site, which is squarely within the Medium Density range.

Staff has reviewed the preliminary plat for technical compliance with KCC Chapter 6, and has determined that it appears to conform to KCC as required. Applicant proposes one shared driveway in the subdivision. This shared driveway will serve four homes, with a dual purpose by providing access to the Teed Lateral for all residents. As this shared driveway serves multiple uses and audiences, the care and maintenance of the shared drive will be borne by the HOA. As this serves a dual purpose, and the HOA will be permanently responsible for its care and maintenance, staff has no concerns with this proposed shared drive/pathway access. The applicant proposes a temporary (temp) access onto Ten Mile Road and is proposed only to satisfy the secondary emergency access requirements. When Ardell Road is complete and there is no longer a need for it, the temp access will be abandoned and the land used for the temp access will become a buildable home lot. Applicant has not proposed curb and gutter along Ten Mile Road, a classified roadway. Staff will note to Council that Code does not allow for drainage swales along classified roads. Applicant is required to follow all established design criteria listed with Kuna's Subdivision Design Ordinance, unless specifically otherwise approved.

Applicant has proposed approximately 4.64 acres (11.50 ac.) of open space. A portion of the open space is planned as a pathway along the Teed lateral. This adds to the master pathway network in Kuna. Due to regulations from the irrigation district, trees and shrubs are not proposed along the Teed Lateral, however, there are multiple points of access for the homeowners on both sides of the Teed.

Staff has reviewed Kuna's Comprehensive Plan (Comp Plan), which encourages a variety of housing types and income levels numerous times throughout the Comp Plan. The sections of the Comp Plan that address housing types are included below, in Section K (Comp Plan Analysis) of this report. The City attempts to balance all housing types within the City. The Cazador site is proposed to be zoned R-6 (Medium Density Residential) and the applicants request for 4.08 D.U.A., is under the density limit of six (6) homes per acre.

Staff has determined this application complies with its current zone and Title 5 and 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No. 17-16-DR subject to any conditions as outlined by the Council, and a recommendation of approval for Case No's 17-02-AN and 17-06-S subject to any conditions of approval outlined by Council.

#### **G. Applicable Standards:**

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

#### **H. Procedural Background:**

On October 17, 2017, the Council considered case numbers 17-02-AN and 17-06-S, including the application, agency comments, staff's report, application exhibits and public testimony presented or given.

#### **I. Factual Summary:**

This site is located on the east side of Ten Mile Road and south of future Ardell Road. The project consists of 40.20 (approx.) acres that touch Kuna City limits and is currently zoned RUT (Rural Urban Transition) in Ada County, and

designated as Medium Density Residential on Kuna's Comp Plan. Applicant requests preliminary plat approval for a new subdivision consisting of 164 buildable lots, and 18 common lots and one shared driveway with a total of 3 development phases, with 11.5% open space. If approved, this project will take access from temporarily from Ten Mile Road, and Ardell in two places at build out. The temporary access on Ten Mile Road is for emergency services requirements and will be abandoned when Ardell Road is complete, and will become a buildable home lot.

**J. Council Findings:**

Based upon the record in **17-02-AN and 17-06-S**, including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and the testimony elicited during the public hearing, the Council hereby *approves* Case No's 17-02-AN and 17-06-S, a request for annexation, a subdivision preliminary plat as follows:

*The Council concludes that the application complies with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC.*

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:

*The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.*

In addition, Idaho Code §67-6535(2)(a), provides that:

*Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.*

2. The Council has the authority to approve or deny Case No's 17-02-AN, 17-06-S. On October 17, 2017, Kuna's Council voted to approve Case No's 17-02-AN, 17-06-S.
3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances to hold a public hearing on October 17, 2017, with the Council.

**K. Comprehensive Plan Analysis:**

Council determines the proposed subdivision for the *site is/is not* consistent with the following Comp Plan components:

**Housing:** Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. They expressed interest in a mix of residential type dwellings applications; including single-family, *multi-family*, apartments and condominiums. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 [CP]).

**Comment:** *The Comp Plan and the corresponding Future Land Use Map (with land use designations) provides for medium density (R-6). This project proposes a density less than six units per acre, therefore it conforms to the Comp Plan and the Future Land Use Map.*



Private Property Rights Goals and Objectives - Section 2 – Summary:

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

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

Economic Development Goals and Objectives - Section 5 - Summary:

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

**Comment:** The Comp Plan encourages adequate housing for all income levels and calls for increasing pedestrian connections. This project supplies a number of additional housing types to Kuna's inventory and provides opportunities for quality housing. This development enhances the City's pedestrian network for non-motorized transportation, by extending connections provided by other developers while adding additional segments of pathway along the Teed Lateral.

Land Use Goals and Objectives - Section 6 - Summary:

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

**Comment:** This project adds a number of quality housing varieties to the City's inventory for all types of lifestyles, ages and economic groups. This project also proposes 11.5% open space which adds to the greenspaces in Kuna, keeping it a desirable City while enhancing the City's overall pathway network.

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land

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

**Comment:** Applicant proposes a high-quality development with a variety of dwelling types, densities, and price points for all income levels in this part of Kuna as encouraged by the Comp Plan. This project adds to the City's overall network of utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and avoids increased municipal services costs and sprawl.

Community Design Goals and Objectives - Section 13 - Summary:

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

**Comment:** Applicant proposes good community and urban design principles through creation of greenspaces, extension of the pedestrian pathway network and adding to the City's sidewalk network. Applicant also proposes adding **1.5 miles of centerline** to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). This development also incorporates landscape buffers, and creates green places for citizens. Therefore, this project fosters sound community design concepts and complies with the Comp Plan goals and strengthens Kuna's image. Applicant has proposed a positive affect by establishing a roadway and pathway network for adjoining property owners and future development, and by designing under the allowed densities of the R-6 zone (3.31 Gross Density).

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge (Page 179 [CP]).

**Comment:** Applicant proposes an extension of the sidewalk and roadway system which complies with the Master Street Plan adopted by Kuna. Applicant also proposes establishing pathways and sidewalks for pedestrian and non-motorized transportation. Applicant proposes R-6 housing densities thereby complying with Medium Density land use designation outlined within the Comp Plan and Comp Plan Map.

**L. Idaho State Code Analysis:**

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

**M. Council Conclusions:**

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

1. The Council feels the site *is* physically suitable for subdivision and development into a single-family subdivision, as proposed.

**Comment:** *The 40.20 acre (approximate) project appears to be suitable for subdivision and development as single-family subdivision, as proposed.*

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

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

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

**Comment:** *The annexation and subdivision of the property would comply with the Comp Plan. The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

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

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

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

6. Based on the evidence contained in Case No’s 17-02-AN and 17-06-S, the Council finds the listed Case No’s adequately comply with Kuna City Code.

7. Based on the evidence contained in Case No’s 17-02-AN and 17-06-S, the Council finds the listed Case No’s adequately comply with Kuna’s Subdivision Code.

**N. Commissions’ Recommendation to Council:**

On August 22, 2017, the Planning and Zoning Commission voted to recommend approval for Case No’s 17-02-AN and 17-06-S, based on the facts outlined in staff’s memo and the public testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho. The Commission hereby recommends approval for Case No. 17-02-AN and 17-06-S, an Annexation and Preliminary Plat and subdivision request from Kirsti Grabo (KM Engineering, LLP) and N Star Farm, LLC, with the following conditions of approval to Council:

- Follow all staff, City engineer and appropriate agency comments.

**O. Council’s Order of Decision:**

On October 17, 2017, the Council voted to *approve* Case No’s 17-02-AN and 17-06-S, based on the facts outlined in staff’s memo, the Comp Plan, Kuna City Code the record before the Council, the applicants’ presentation, public testimony and discussion during the public hearing with the Council of Kuna, Idaho. The Council hereby approves Case No’s 17-02-AN and 17-06-S, an Annexation and Preliminary Plat (Sub) request from Kirsti Grabo (KM Engineering, LLP) and N Star Farm, LLC, with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
  - a. The City Engineer shall approve the sewer connections.
  - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
  - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
  - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
  - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
  - 2.1– ***With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.***
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. Street lights within the site shall be LED lighting and must comply with Kuna City Code and LED requirements as approved by Council.
7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage within/for the project shall comply with Kuna City Code.
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. Staff recommends that the applicant work with Kuna Rural Fire District (KRFD) to conform to the secondary access limits of the KRFD, for the number of homes utilizing access points as development occurs.

12. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
13. Staff recommends curb and gutter to be placed along Ten Mile and Ardell Roads as they are classified roads.  
*(It was recommended by the Commission that condition No. 13 be removed)*
14. Applicant shall abandon the temporary access onto Ten Mile Road when the Ardell Road frontage is approved, dedicated and accepted by ACHD.
15. The HOA is to own, care for, maintain and keep full responsibility for the shared driveway as proposed on the preliminary plat dated 06.14.2017 – designated as lot 34, block 6.
16. Applicant is required to follow all established design criteria listed with Kuna’s Subdivision Design Ordinance, unless specifically otherwise approved.
17. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
18. Developer/owner/applicant shall comply with all local, state and federal laws.

**DATED:** This 28<sup>th</sup>, day of November, 2017.

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Joe Stear, Mayor  
Kuna City

ATTEST:

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Chris Engels  
Kuna City Clerk



City of Kuna

Council Findings of Fact & Conclusions of Law

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

**To:** City Council

**Case Number(s):** 17-03-AN (Annex), 17-07-S (Subdivision)  
Rising Sun Subdivision

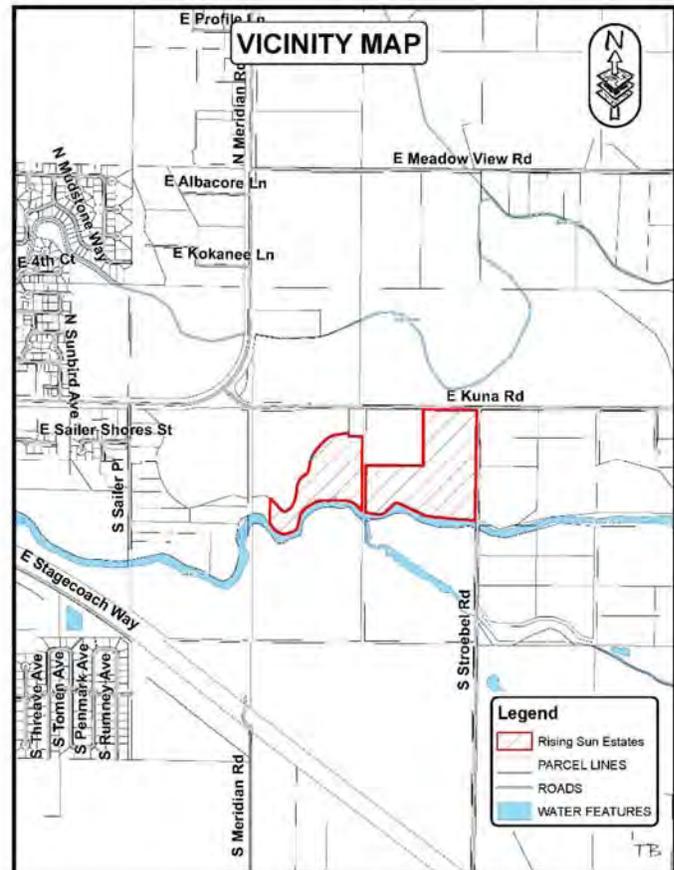
**Location:** South West Corner (SWC) of E Kuna Road and S Stroebel Road, Kuna, Idaho 83634

**Planner:** Troy Behunin, Planner III

**Hearing Date:** November 8, 2017  
*Findings of Fact:* November 21, 2017

**Owner:** **Debra Young**  
 1143 N. 3400 E.  
 Rigby, ID 83422

**Representative:** **A Team Land Consultants**  
 Steve Arnold  
 1785 S. Whisper Cove Ave.  
 Boise, ID 83709  
 208.871.7020  
[steve@ateamboise.com](mailto:steve@ateamboise.com)



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**A. Course of Proceedings**

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

**a. Notifications**

- i. Neighborhood Meeting May 25, 2017 ( nine persons attended)
- ii. Agencies July 6, 2017
- iii. 300' Property Owners October 30, 2017
- iv. Kuna, Melba Newspaper October 18, 2017
- v. Site Posted October 27, 2017

**B. Applicant Request:**

1. Applicant requests to annex approximately 36.30 acres into Kuna City with an R-4, residential zone, and to subdivide the property into 91 single family residential lots and 5 common lots and have reserved the name Rising Sun Estates Subdivision. A Design Review application for the common areas and buffer landscaping accompanies this application. The site is located at the south west corner (SWC) of East Kuna and South Stroebel Roads, site address is next to 2067 East Kuna Road, Kuna, Idaho, In Section 30, T 2N, R 1E, APN #: R0615250650.

**2. Site Location Map:**

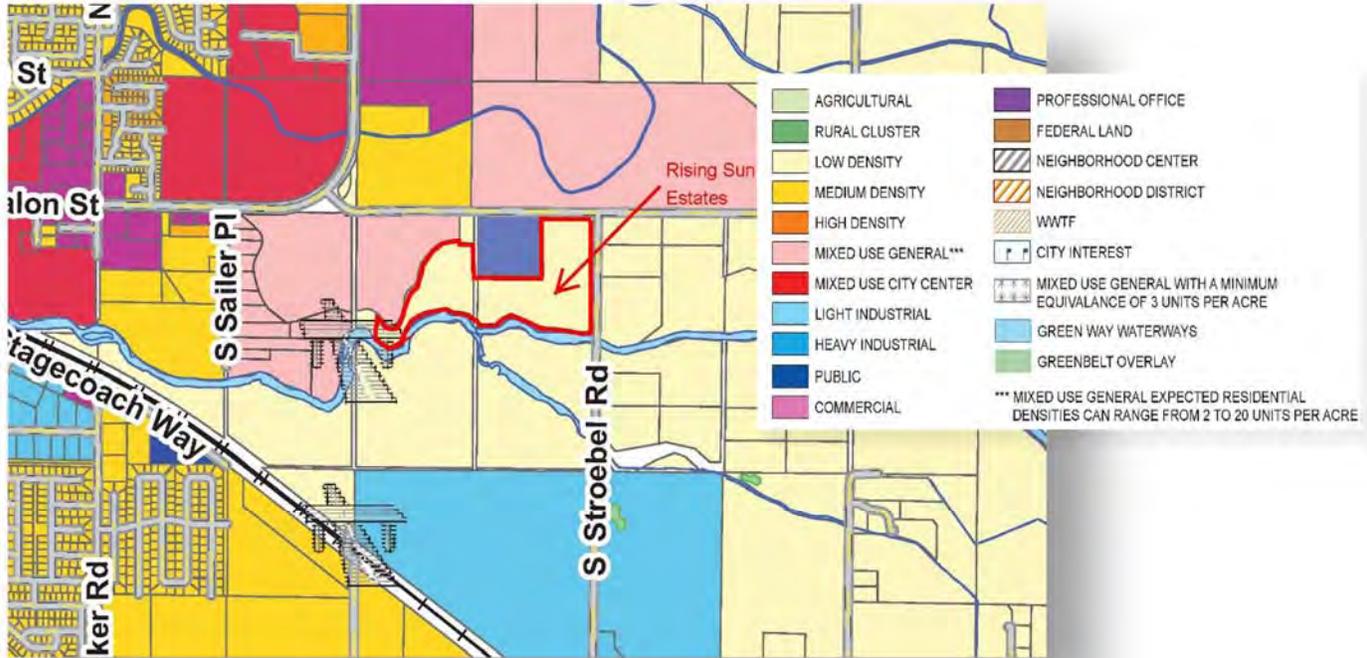


©COPYRIGHTED

- C. History:** The approximately 36.30-acre subject site is currently in Ada County, however, it is contiguous to Kuna City limits on the north line of the east parcel and have historically been used for Agricultural purposes.

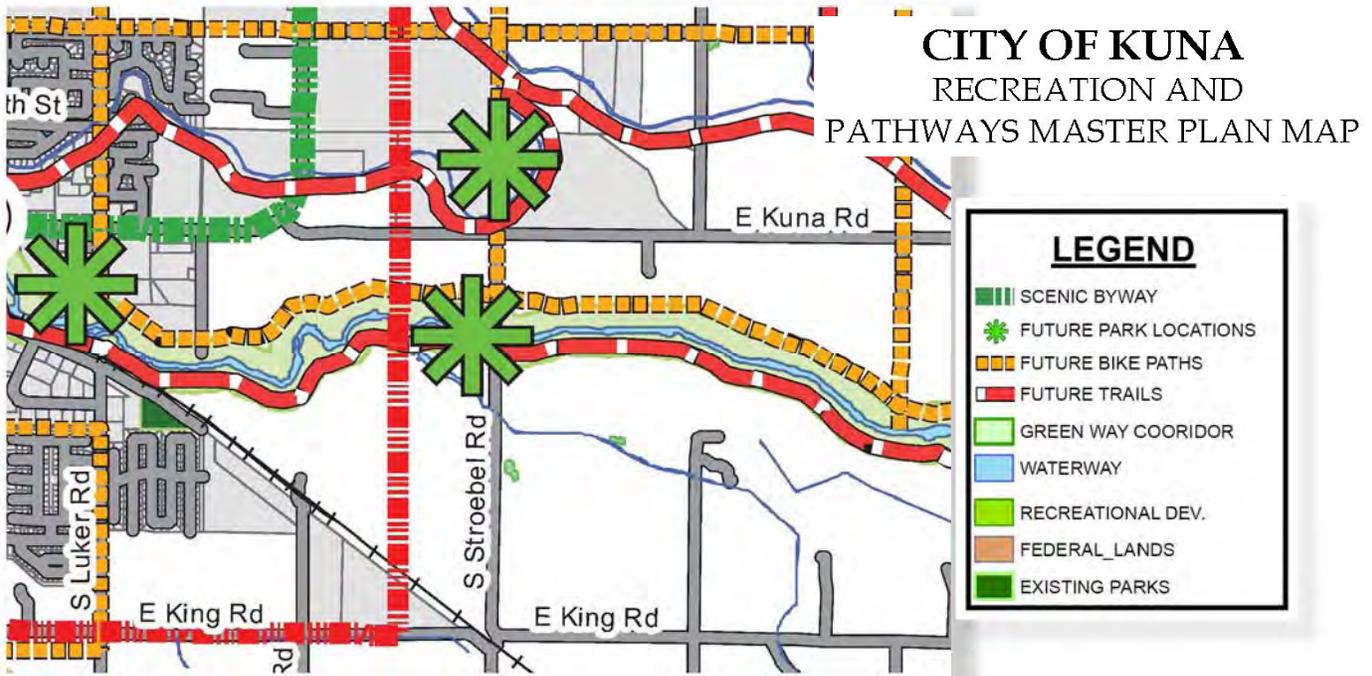
**D. General Projects Facts:**

1. **Comprehensive Plan Designation:** The City of Kuna’s Future Land Use Map identifies the subject site as Low Density Residential (2 – 4 Units per acre). Staff views this land use request to be consistent with the approved Future Land Use Map.
2. **Kuna Comprehensive Plan Future Land Use Map:** The Kuna Comprehensive Plan Future Land Use Map shown below (and map legend) indicates that the subject site is designated as Low Density Residential. The applicant’s request is consistent with the Future Land Use Map designation.



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

The Kuna Recreation and Master Pathways Plan map identifies a future trail adjacent to the Kuna Canal waterway as it flows through the subject site. The applicants submitted preliminary plat and landscape plan accommodates and plans for this trail designation along the Kuna Canal on the south line of their proposed project.



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

<b>North</b>	M2, RUT, AG	Agriculture – City of Kuna General Industrial & Rural Urban Transition - Ada County
<b>South</b>	RR	Rural Residential – Ada County
<b>East</b>	RUT	Rural Residential – Ada County
<b>West</b>	RUT	Rural Urban Transitional – Ada County

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

- Approx. 36.30 acres total
- RR (Rural Residential) – Ada County
- Parcel # R0615250650

6. **Services:**

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

7. **Existing Structures, Vegetation and Natural Features:** Currently there no structures on the subject site. This site slopes slightly to the south, towards Indian Creek, but is otherwise generally flat. Indian Creek flows east to west on the south side of the subject parcel. On-site vegetation consists of vegetation typically associated with agricultural fields.

8. **Transportation / Connectivity:** The applicant proposes to construct their portion of Easter Avenue as a half street section from East Kuna Road to serve the subdivision on the west side within the existing rights-of-way (**ROW**); also, to widen South Stroebel Road along the projects eastern frontage as required. Applicant also proposes four (4) total shared driveways throughout the development that will likely affect 15 home lots.

ITD will require the applicant to prepare and submit a traffic impact study (**TIS**). ACHD has not required a TIS at this time, but does require improvements along the frontages of Kuna and Stroebel Roads, and for their frontage along the existing Eater Avenue ROW.

ACHD recommends a 35-foot wide ROW dedication for Kuna Road and ROW as needed for Stroebel Road to accommodate one-half of a 36' roadway improvement, plus additional land for single-lane round about at the intersection of Kuna and Stroebel. Applicant shall improve both classified roads with vertical curb, gutter and sidewalks along with additional requirements listed in the ACHD report dated: July 27, 2017.

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

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

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

- Kuna City Public Works Director (Bob Bachman) – Exhibit B-1

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

**E. Staff Analysis:**

Applicant requests approval to annex approximately 36.30 total acres currently zoned Rural Residential (RR) within Ada County, into Kuna City limits with an R-4 (Low Density Residential) zone; and to subdivide the subject property creating a 91 lot, single family subdivision, known as Rising Sun Estates Subdivision. Applicant also proposes to develop five additional lots (including a 13,800 SF pocket park), into common lots for the use by residents. Applicant proposes one of these five common lots to be used by all Kuna residents, and will be developed as a multi-use pathway along Indian Creek, adding a new segment to the greenbelt system in concert with the Master Recreation and Pathways Map. The pathway is proposed to be built by the developer (See Letter of Intent), and then dedicated to Kuna City. A Homeowners Association (HOA) will be established for the care and maintenance for all other common lots.

The site is eligible for annexation, as it touches current City limits on the north side of the project. The applicant seeks an R-4 (Low Density Residential) zone for the subdivision. Applicant is proposing three (3) phases of development which will largely be driven by the consumer market.

Kuna Code allows for flag lots (KCC 6-4-2-G), however, if not planned for appropriately, they may become a burden to homeowners. These shared driveways appear to serve 15 homes. Staff recommends the applicant follow KCC 6-4-2-G (for flag lots), and provide a perpetual plan/agreement to be recorded with the County, for the maintenance, upkeep and continuous care for the shared driveways as well. If applicant can demonstrate permanent and continuous maintenance and care that may not be dissolved except by City Councils approval, staff has no concerns with the four proposed shared driveways.

Public services will be extended to the property at the developers cost, by extending existing or proposed City facilities. It is anticipated that City sewer will be extended in the future, in part by the City, to the area.

A design review application accompanies the applicant's request for the common area landscaping and buffers and a conditional approval was awarded.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No.'s 17-03-AN and 17-07-S, to the Council with recommended conditions of approval listed in section M of this memo.

**F. Applicable Standards:**

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

**G. Procedural Background:**

The Council held a Public Hearing on November 08, 2017, to consider Cases No.'s 17-03-AN and 17-07-S, including the submitted application documents, agency comments, staffs report, application exhibits and public testimony presented at the hearing.

**H. Factual Summary:**

This site is located at the south west corner (SWC) of East Kuna and South Stroebel Roads. Applicant proposes to annex approximately 36.30 acres into the City of Kuna with an R-4 (Low density residential) zone. Applicant has submitted a preliminary plat to subdivide the parcel into 91 buildable lots and 5 common lots, 12% open space, four (4) shared driveways and proposes to improve Kuna and Stroebel Roads to City and ACHD standards.

**I. Comprehensive Plan Analysis:**

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

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

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

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

**Economic Development Goals and Objectives - Section 5 - Summary:**

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

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

**Land Use Goals and Objectives - Section 6 - Summary:**

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

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

**Natural Resources Goals and Objectives - Section 7 - Summary:**

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

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

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

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

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

Transportation Goals and Objectives - Section 9 - Summary:

Work with Kuna, 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:** *The City Public Works Director, ACHD, COMPASS and ITD have provided a report. The project meets with the transportation goals of the City by extending public rights-of-way on East Kuna and South Stroebel Roads to create additional transportation connections.*

Recreation Goals and Objectives - Section 10 - Summary:

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

**Comment:** *Applicant's proposed subdivision incorporates trails along Indian Creek, and open spaces for residents, meeting the goals of the City.*

Housing Goals and Objectives - Section 12 - Summary:

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

**Comment:** *Applicant has proposed 91 single family lots which will contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development adds trails and open space, creating a pleasant neighborhood environment.*

Community Design Goals and Objectives - Section 13 - Summary:

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

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

**J. Council Conclusions of Law:**

Based on the evidence contained in Case No's 17-03-AN and 17-07-S, the Kuna Council finds Case No's 17-03-AN and 17-07-S comply with Kuna City Code, the Kuna Comp. Plan and the goals of the City, as proposed or conditioned.

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

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

2. The site is physically suitable for a subdivision.  
**Comment:** *The 36.30 acre subdivision is large enough to include a mix of lot sizes, community open space(s), pathways and a trail along Indian Creek.*
3. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.  
**Comment:** *The land to be annexed is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according the City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.*
4. The annexation and subdivision application is not likely to cause adverse public health problems.  
**Comment:** *The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The low density zone requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*
5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.  
**Comment:** *The annexation, rezone and design of the subdivision did consider the location of the property adjacent to Indian Creek, classified roadways (Kuna and Stroebel Rd.) and the system. The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are complimentary uses (Kuna) as proposed in the Kuna Comprehensive Plan Future Land Use Map.*
6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.  
**Comment:** *Correspondence from Kuna Public Works and ACHD confirms that the proposed streets and utility services are suitable and adequate for this residential project. ACHD confirms that the proposed streets within and adjacent to the subdivision are adequate for the proposed development.*

#### **K. Councils Findings of Fact:**

Based upon the record in 17-03-AN and 17-07-S, including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and the testimony elicited during the public hearing, the Council hereby *approves* Case No's 17-03-AN and 17-07-S, a request for annexation and subdivision preliminary plat request by the applicant as follows:

*The Council concludes that the application complies with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC and/or the Landscape Code in title 5.*

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:  
*The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.*

In addition, Idaho Code §67-6535(2) (a), provides that:

*Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.*

2. The Council has the authority to approve or deny Case No's 17-03-AN and 17-07-S. On November 08, 2017, the Council voted to approve Case No's 17-03-AN and 17-07-S.
3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances for Council to hold a public hearing on November 08, 2017, for case No's 17-03-AN and 17-07-S.

**L. Idaho State Code Analysis:**

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

**M. Decision by the Commission:**

On September 12, 2017, the Planning and Zoning Commission voted 4-0, recommending conditional *approval* for Case No's 17-03-AN (Annex) and 17-07-S (Sub), based on the facts outlined in staff's report and public testimony during the public hearing the Planning and Zoning Commission of Kuna, Idaho and voted to recommend *conditional approval* for Case No's 17-03-AN and 17-07-S; annexation and preliminary plat and hereby recommends *approval* to Council with the following conditions of approval:

- *Applicant shall follow the conditions as outlines in the staff report,*
- *Work with staff on the buffers along Kuna and Stroebel Roads, to bring into compliance,*
- *Applicant shall work with staff to provide two pathway connections along Theo Dr. to access the greenbelt, and one at the mid-point across from Oriana to Sunniva Avenues,*
- *Work with ACHD on parking considerations and mitigation along Stroebel Road,*
- *Adjust the stub street on the west as described by staff, (The stub street to the west shall be extended to adjacent properties as proposed, and include utility stubs).*

**N. Order of Decision by Council:**

On November 8, 2017, the Council voted to *approve* Case No's 17-03-AN and 17-07-S, based on the facts outlined in staff's memo, the Comp Plan, Kuna City Code the record before the Council, the applicants' presentation, public testimony and discussion during the public hearing with the Council of Kuna, Idaho. The Council hereby approves Case No's 17-03-AN and 17-07-S, an Annexation and Preliminary Plat (Sub) request from Steve Arnold (A-Team Land Consulting), with the following conditions of approval:

- Follow all staff, and other agency specifications listed in the packet.
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    - a. The City Engineer shall approve the sewer hook-ups.
    - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    - d. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
    - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.

A stub street (with utility stubs) shall be extended to adjacent properties of the project. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.

2.1- Dedicate right-of-way in sufficient amounts to follow Kuna City and ACHD standards and widths.

2. Installation of utility service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P&Z approval in concert with the prepared construction drawings for the project.
5. Parking within the site shall comply with KCC 5-9-3. A separate Design Review application is required for the community clubhouse and parking lot.
6. Fencing within and around the site shall comply with KCC standards.
7. A sign permit is required prior to any subdivision entrance sign construction and shall comply with KCC 5-10-4. Monument signs will require a separate design review.
8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
9. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
10. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and/or Council, or seek amending them through public hearing processes.
11. The applicant's proposed preliminary plat (dated 06/19/17) and landscape plan (dated 06/19/2017) shall be considered binding site plans, or as modified and approved through the public hearing process.
12. Applicant shall add the following notes to the landscape plans and resubmit a plan for Planning and Zoning approved plans, bearing the changes.

12.1 – *Landscape contractor shall remove all twine/ropes and burlap from root balls.*

12.2 – *Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.*

13. Applicant shall add pathways through long blocks to provide better interconnectivity for pedestrian and non-motorized transportation.
14. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
15. Applicant shall demonstrate permanent access, maintenance and care for all lots affected by shared driveways as proposed on the preliminary plat bearing the same date as above.
16. Compliance with all local, state and federal laws is required.

**DATED:** This 28<sup>th</sup>, day of November, 2017.

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Joe Stear, Mayor  
Kuna City

ATTEST:

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Chris Engels  
Kuna City Clerk



# City of Kuna

## City Council Memo

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

**To:** Kuna City Council

**Case Number(s):** 17-07-AN (Annexation) and 17-09-S (Subdivision):  
*Saranda Subdivision.*

**Site Location:** 1105 W. Hubbard Road  
Kuna, ID 83634

**Planner:** Trevor Kesner, Planner II

**Hearing Date:** November 21, 2017

**Applicant:** WH Pacific, Jane Suggs  
2141 W. Airport Way, Ste. 104  
Boise, ID 83705  
[jsuggs@whpacific.com](mailto:jsuggs@whpacific.com)

**Owner:** Challenger Development, Inc.  
1977 E. Overland Rd.  
Meridian, ID 83642

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|                                  | G. Proposed Decision by the Council |



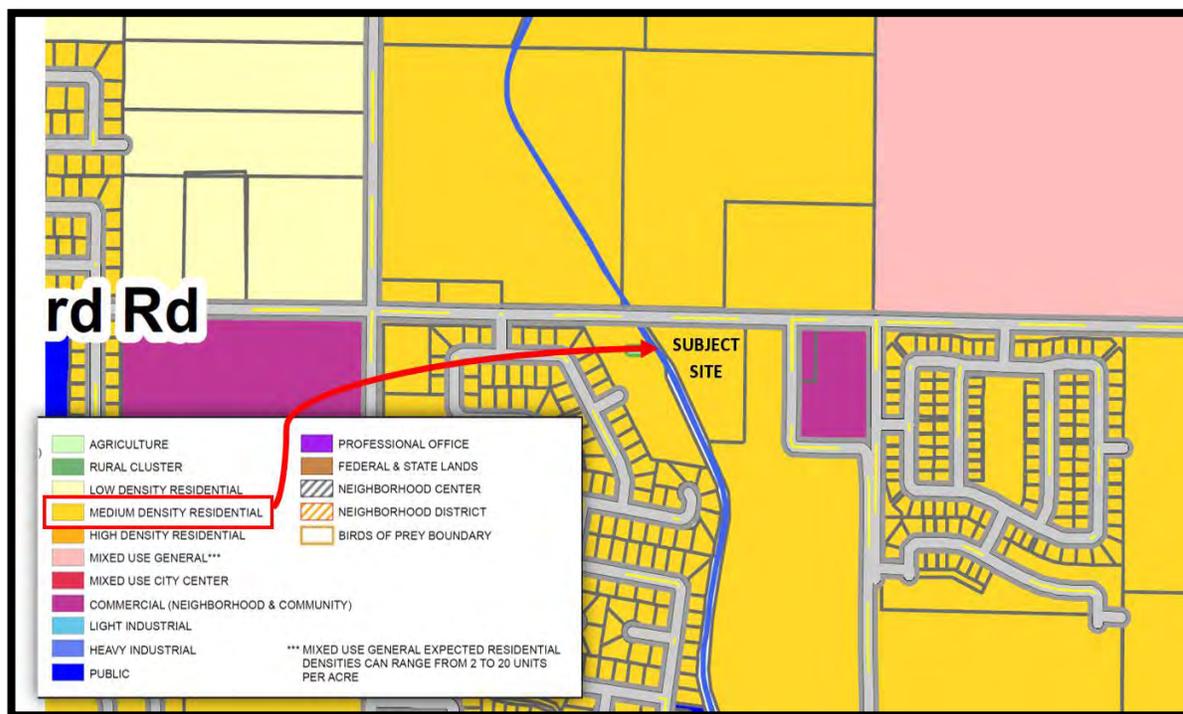
### A. Course of Proceedings

1. Annexation and Preliminary Plats for residential subdivisions are designated in Kuna City Code (KCC), 1-14-3 as public hearing matters, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. All public noticing procedures have been adhered to for these proposed actions.
  - a. **Agency Notifications**

i. Agencies	August 28, 2017
ii. 300' Property Owners	October 31, 2017
iii. Kuna, Melba Newspaper	November 01, 2017
iv. Site Posted	November 09, 2017
2. In accordance with KCC Title 6 in Kuna City Code (KCC) this application seeks approval for Annexation and a Preliminary Plat (residential subdivision) known as Saranda Subdivision.

**B. General Project Facts and Staff Analysis**

1. **Request:** A request from Jane Suggs with WH Pacific representing Challenger Development, Inc., to annex an approximately 5-acre parcel into Kuna City limits with an R-6 zone, and subdivide the parcel into 18 single family, and four (4) common lots to create Saranda Subdivision. The site is located on W. Hubbard Road approximately 700 feet west of Kay Avenue, and currently addressed as 1105 W. Hubbard Road, Kuna, ID 83634. in Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho. (APN #S1313212480)
2. The applicant has submitted all the required documents and materials for review, held the neighborhood meeting, and posted the site in accordance with KCC posting requirements and the requirements set forth in Idaho State Code, Title 67, Chapter 65 of the Local Land Use Planning Act.
3. **History:** The subject parcel is situated in unincorporated Ada County with an RR residential zoning designation. The site has historically been farmed and the existing vegetation is commonly associated with a crop field.
4. **Legal Description:** A legal description was included with the application.
5. **Comprehensive Plan Designation:** The Comprehensive Plan Future Land Use map indicates the site has a future designation of *Medium Density Residential*.

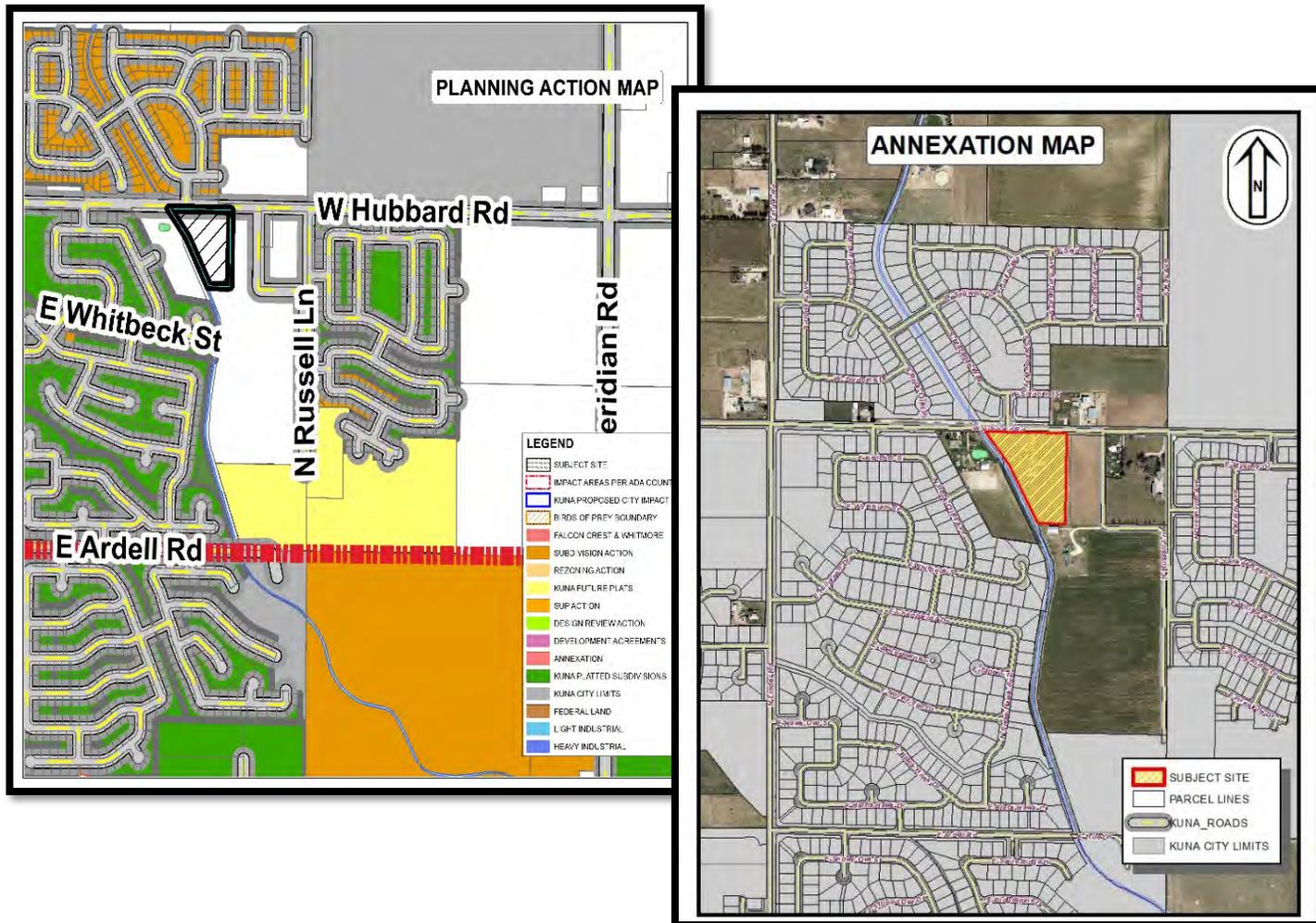


**6. Surrounding Land Uses:**

Direction	Current Zoning and Jurisdiction	
<b>North</b>	RR / R-4	Rural Residential – <i>Ada County</i> / Med. Density Res. – Kuna City
<b>South</b>	R-4 / RR	Med. Density Res. – Kuna City / Rural Res. – <i>Ada County</i>
<b>East</b>	PUD / RR	Planned Unit Development – Kuna City / Rural Res. – <i>Ada County</i>
<b>West</b>	RR	Rural Residential – <i>Ada County</i>



6.6 Annexation and Planning Action Maps:



**6.7 Transportation / Connectivity:** The subject site’s road frontage and existing access is located on Hubbard Road. Hubbard Road is designated as a future 3-lane residential arterial roadway; therefore, it is recommended that the applicant dedicate additional right-of-way to accommodate 37 feet from centerline. The existing pavement should be widened to a minimum of 17-feet from centerline with an additional 3-foot wide gravel shoulder, and a minimum 5-foot wide detached sidewalk on Hubbard Road. ACHD has provided site specific recommendations for roadway improvements internal and abutting the subject site.

**6.8 Agency Recommendations:**

The following agencies returned comments which are included as exhibits in this case file:

- i. Kuna School District .....Exhibit B1
- ii. Idaho Department of Environmental Quality (DEQ) .....Exhibit B2
- iii. Idaho Transportation Department (ITD) .....Exhibit B3
- iv. Central District Health Department (CDHD) .....Exhibit B4
- v. Boise Project Board of Control .....Exhibit B5
- vi. COMPASS Idaho .....Exhibit B6
- vii. Kuna City Public Works Department .....Exhibit B7
- viii. Ada County Highway District (ACHD) .....Exhibit B8

**6.9 Recreation and Pathways Master Plan Map:** Kuna's Master Recreation and Pathways map indicates the need for a future trail along Kuna Canal as it abuts the subject site to the west. Staff recommends the applicant construct a trail/pathway along the western border of the site, abutting the Kuna Canal in accordance with the Recreation and Pathways Master Plan Map. The proposed pathway provides a critical connection to developed areas to the north and south of the subject site.



**C. Applicable Standards:**

1. City of Kuna Zoning Ordinance No. 230
2. City of Kuna Design Review Ordinance, 2011-08
3. City of Kuna Subdivision Ordinance No. 2010-15, Title 6 Subdivision Regulations
4. City of Kuna Landscape Ordinance No. 2006-100
5. City of Kuna Comprehensive Plan
6. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

**D. Comprehensive Plan Analysis:**

The Kuna City Council determines that the annexation and subdivision of the subject site is consistent with the following Comprehensive Plan components:

**Housing:** Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. They expressed interest in a mix of residential type dwellings applications; including **single-family**, multi-family, apartments and condominiums. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 Comprehensive Plan [CP]).

**Comment:** *The Comprehensive Plan and the corresponding Future Land Use Map (with land use designations) provides for a medium density residential (R-6) zone. This project has proposed a density of less than six units per acre, therefore it conforms to the Comprehensive Plan and the Future Land Use Map.*

Private Property Rights Goals and Objectives - Section 2 – Summary:

Ensure 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 attorney; the Idaho Attorney General’s six criterion established to determine the potential for property taking.

**Comment:** *Utilizing the Idaho Attorney General’s criteria, and a review by the City Attorney, this project does not constitute a “takings” and the Economic value is fully intact.*

Economic Development Goals and Objectives - Section 5 - Summary:

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

**Comment:** *The Comprehensive Plan encourages adequate housing for all income levels and calls for increasing pedestrian connections. This project supplies additional housing types to Kuna’s inventory and provides opportunities for a quality housing mix. This development will enhance the City’s network for pedestrian and non-motorized transportation choices by establishing new sidewalks, and by adding a public pathway along the western border of the development; abutting the canal.*

Land Use Goals and Objectives - Section 6 - Summary:

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

**Comment:** *This project adds quality housing varieties to the City’s inventory for all types of lifestyles, ages and economic groups. This project also proposes more than 14% open space which adds to greenspace within Kuna city limits, keeping it a desirable City to live and recreate in, while enhancing the City’s overall pathway network which also increases active transportation choices, provides greater connectivity and provides for more cohesive neighborhoods.*

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 populations while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).

Encourage mixed-use development that includes town centers, **single-family**, multi-family, accessory units, and other types of residential development. – Policy 1.1.2, Section 12, Housing (Page 155 [CP]).

**Comment:** *Applicant proposes a development with a variety of dwelling types, lot sizes, and price points for different income levels as encouraged by the Comprehensive Plan. This project adds to the City’s overall network of public utilities, sidewalks, roadways, and pathways; therefore, it complies with the logical, orderly development goal. The proposed land divisions are smaller than one half acre and will connect to available public services abutting the site; thus, the development avoids increased municipal services costs and the potential for urban sprawl.*

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 creating a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2[CP]).

**Comment:** Applicant proposes good community and urban design principles by designing under the allowed densities of the R-6 zone (3.59 Gross Density). This development also incorporates landscape buffers, and creates a sense of place for current and future citizens with the creation of additional greenspace while adding to the City's sidewalk and its pathway networks for adjoining property owners and future developments. In this sense, the project fosters sound community design concepts and complies with the Comprehensive Plan goals and strengthens Kuna's image. This development will add a critical pathway connection.

**Neighborhoods:**

Kuna's Comprehensive Plan advocates for development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge (Page 179 [CP]).

**Comment:** Kuna is not currently served with transit services; however, the applicant proposes an extension of the roadway system in compliance with the Street Circulation Plan adopted by Kuna. Applicant also proposes sidewalks for pedestrians and other non-motorized transportation, and add a pathway network connection to comply with the Recreation and Pathways Master Plan Map. Applicant proposes less than R-6 housing densities, thereby complying with the Medium Density land use designation as outlined within the Comprehensive Plan and Comprehensive Plan Future Land Use Map.

**E. Proposed Findings of Fact:**

1. All required procedural items have been completed as detailed in these findings.
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 annexation and preliminary plat will not be detrimental to the public's health, safety and general welfare.
6. The applicant's annexation and requested zoning designation of R-6 is in general conformance with the Kuna Comprehensive Plan Future Land Use map.
7. The site is suitable for use as a residential subdivision, after acquiring the proper approvals.
8. The project description, staff analysis and findings of fact are correct.

**F. Proposed Conclusions of Law:**

1. The annexation and subdivision preliminary plat is consistent with Kuna City Code.
2. The annexation and preliminary plat use meets the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for annexation and preliminary plat use.
4. The annexation and preliminary plat use is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The annexation and preliminary plat is not likely to cause adverse public health problems.
6. The annexation and preliminary plat is generally in compliance with all ordinances and laws of the City.
7. The annexation and 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 street and utility services in proximity to the site are suitable and adequate for residential purposes.
9. Based on evidence contained in Case Nos. 17-07-AN and 17-09-S, this proposal complies with KCC Title 6.

10. Based on the evidence contained in Case Nos. 17-07-AN and 17-09-S, this proposal complies with Section 6.0 of Kuna Comprehensive Plan and Future Land Use Map.
11. The City Council of Kuna, Idaho, has the authority to approve, conditionally approve or deny the annexation and preliminary plat applications.
12. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**G. Proposed Decision by the Council:**

**17-07-AN (Annexation) and 17-09-S (Subdivision)**

*Note: This motion is to approve, conditionally approve or deny these request, however, if the City Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

Based on the facts outlined in staff's report and public testimony as presented (*if any*), the Planning and Zoning Commission of Kuna, Idaho, hereby approves for Case Nos. 17-07-AN and 17-09-S, an annexation and subdivision request by Challenger Development, Inc. with/without 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. A copy of the agencies approvals shall be provided to Kuna's Planning and Zoning Department. All site improvements are prohibited prior to approval of these agencies.
  - a) The City's Engineer shall approve the sewer, water and pressure irrigation utility extensions and hook-ups.
  - b) The City's Engineer shall approve a grading and surface drainage run-off plan (if required). Per Central District Health Department, the plan shall be designed and facilities 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 site drainage design plan from Kuna's City Engineer. The drainage design plan shall include all site grading.
  - c) Kuna Fire District shall approve all fire flow requirements and/or building plans.
  - d) The New York Irrigation District shall approve all modifications to the existing irrigation system.
  - e) Approval from Ada County Highway District and assessment of impact fees shall be paid prior to issuance of any building permits.
2. All public right-of-way shall be dedicated and constructed to standards of Kuna 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.
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. The flow of any irrigation/drainage waters shall not be impeded by any construction on site.
5. Lighting within the site shall comply with Kuna City Code.
6. Fencing within and around the sites shall comply with Kuna City Code (Except as specifically approved otherwise). A permit from Kuna Building Department shall be obtained prior to construction of fencing.

7. Subdivision signage within the subject site shall comply with Kuna City Code. The applicant shall apply for a sign design review and secure a permit prior to sign construction.
9. The applicant shall adhere to all requirements for sanitary sewer, potable water, pressure irrigation system connections, and all other requirements of the Public Works Director, as outlined in the memorandum dated September 7, 2017.
10. Prior to submitting the final plat mylars for signature, submit a petition to the City, consenting to the pooling of irrigation surface water rights for delivery purpose and request to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation District (KMID).
11. The applicant shall modify the preliminary plat to include a minimum nine (9) foot wide paved public pathway within a common lot along the western boundary of the subject site, directly abutting the Canal easement to conform with the Recreation and Pathways Master Plan Map. The applicant shall provide a minimum six (6) foot wide landscape buffer between the pathway and the rear lot lines of Lots 3-10, Block 1.
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 this requirement. 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's submitted landscape plan calls for the removal of eight (8) existing trees on site. Applicant shall consult with, and receive written approval from the City Forester/Arborist to mitigate the removal of the existing trees on site with the addition of trees greater in size or equal to the size of the trees to be removed, beyond what is proposed in the submitted landscape plan. Retention of any existing trees on site may be used to satisfy the minimum required landscaping.
14. 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.
16. Applicant shall comply with all local, state and federal 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)	17-07-AN 17-09-S 17-20-DR
Project name	SARANDA SUB
Date Received	8/23/2017
Date Accepted/Complete	
Cross Reference Files	17-20-DR 17-09-S
Commission Hearing Date	
City Council Hearing Date	

### Contact/Applicant Information

Owners of Record: <u>Challenger Development, Inc.</u>	Phone Number: _____
Address: <u>1977 E. Overland Road</u>	E-Mail: _____
City, State, Zip: <u>Meridian, Idaho 83642</u>	Fax #: _____
Applicant (Developer): <u>Trilogy Development, Inc</u>	Phone Number: _____
Address: <u>9839 Cable Car Street</u>	E-Mail: _____
City, State, Zip: <u>Boise, Idaho 83709</u>	Fax #: _____
Engineer/Representative: <u>Jane Suggs, WHPacific</u>	Phone Number: <u>208-275-8729</u>
Address: <u>2141 W. Airport Way, Suite 104</u>	E-Mail: <u>jsuggs@whpacific.com</u>
City, State, Zip: <u>Boise, Idaho 83705</u>	Fax #: _____

### Subject Property Information

Site Address: <u>1105 W. Hubbard Road</u>
Site Location (Cross Streets): <u>between Linder Road and Meridian Road/Hwy 69</u>
Parcel Number (s): <u>S1313212480</u>
Section, Township, Range: <u>13, 2N, 1W</u>
Property size : <u>5.01 acres</u>
Current land use: <u>abandoned SF home and outbuildings</u> Proposed land use: <u>18 SF detached homes</u>
Current zoning district: <u>RR (Ada County)</u> Proposed zoning district: <u>R-6</u>



**Project Description**

Project / subdivision name: Saranda Subdivision

General description of proposed project / request: Annexation with R-6 zone, subdivision with 18 single family lots, landscaped open space

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): \_\_\_\_\_

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: abandoned single family home and barns/outbuildings

Any existing buildings to remain?  Yes  No

Number of residential units: 18 Number of building lots: 18

Number of common and/or other lots: 4

Type of dwellings proposed:

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

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

Minimum Square footage of structure (s): 1400 sf

Gross density (DU/acre-total property): 3.59 Net density (DU/acre-excluding roads): 5.3

Percentage of open space provided: 14.6% Acreage of open space: 0.73

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

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

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

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

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

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

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

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

Proposed Parking:

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

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

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

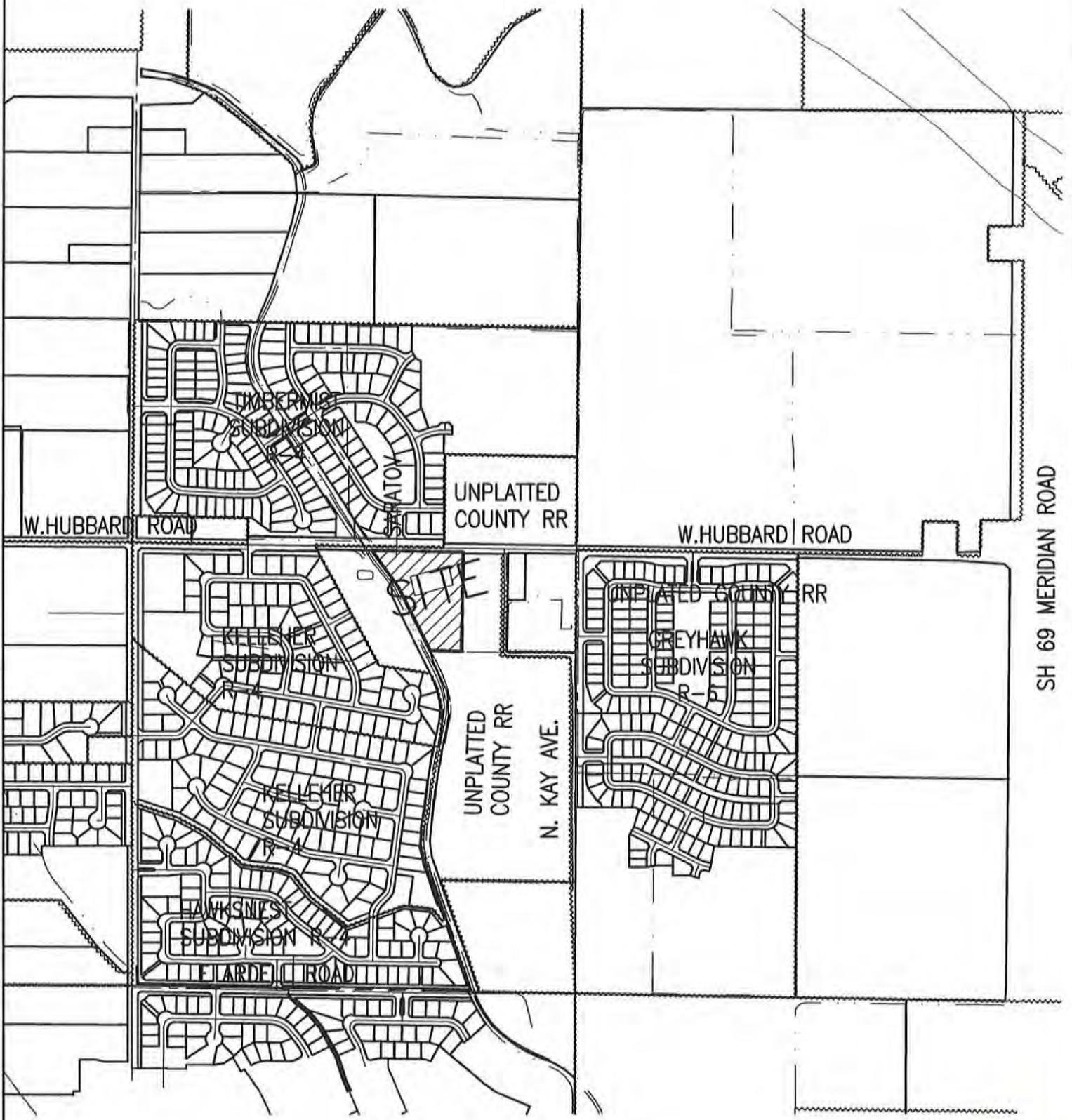
Proposed Lighting: \_\_\_\_\_

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

Applicant's Signature: Jane Suger Date: 8/17/17

# VICINITY MAP FOR SARANDA SUBDIVISION

A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 13  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN  
KUNA, ADA COUNTY, IDAHO  
2017

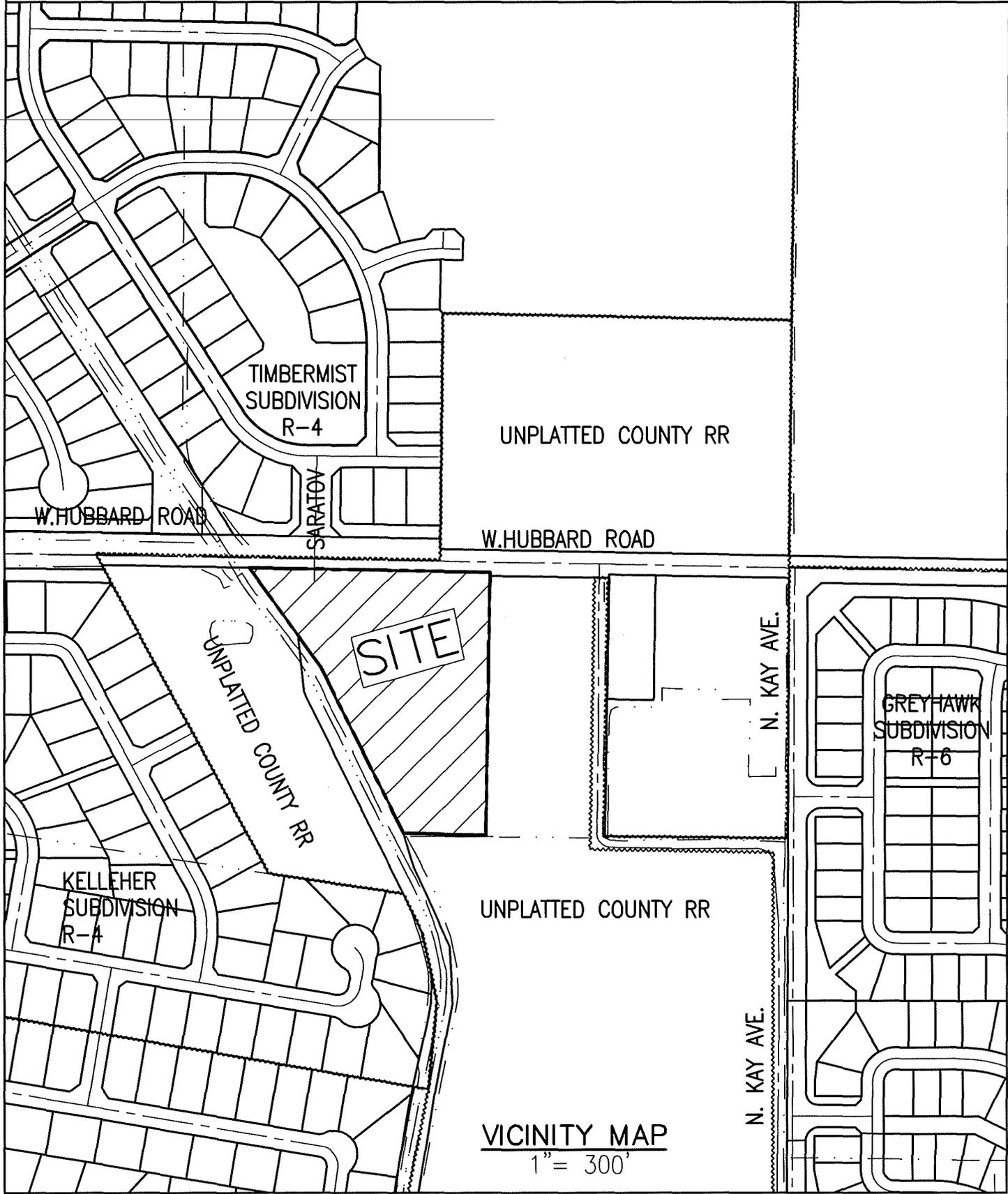


VICINITY MAP  
1" = 800'

Exhibit  
**A-2b**

# PRELIMINARY PLAT FOR SARANDA SUBDIVISION

A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 13  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN  
KUNA, ADA COUNTY, IDAHO  
2017



VICINITY MAP  
1" = 300'

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE  
SARANDA SUBDIVISION**

\_\_\_\_\_, 20\_\_\_\_

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cost shall be treated as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 10. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 11. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as dog eared cedar, vinyl or wrought iron. Chain link fences are prohibited. Interior fencing adjacent to any Common Lots shall allow visibility from the street or, if solid fencing is used, shall not exceed four feet (4') in height. No fence shall be higher than six feet (6') in height. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences, hedges, high plantings, obstructions, or barriers shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable, nuisance or noxious use.

Section 12. Antennae. Antennae and/or satellite or other dishes shall be placed in the back yards or mounted on the back or side of all Dwelling Units and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 13. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.

Section 14. Drainage. All Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

Section 15. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.

Section 16. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit and all other Lot Improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit and all other Lot Improvements. **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to Declarant a penalty of \$100/day for as long as the violation persists. This penalty is applicable to both the construction commencement and construction completion requirements.** Any penalty, or penalties, shall be due and payable within thirty days of receiving an invoice therefore.

April 10, 2017

**DESCRIPTION FOR  
SARANDA SUBDIVISION**

A parcel of land located in the NE 1/4 of the NW 1/4 of Section 13, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the N1/4 corner of said Section 13 from which the NW corner of said Section 13 bears North 88°53'10" West, 2642.76 feet;

thence along the North boundary line of said Section 13 North 88°53'10" West, 671.10 feet to the **REAL POINT OF BEGINNING**;

thence leaving said North boundary line South 00°50'57" West, 615.08 feet;

thence North 88°52'51" West, 185.57 feet to a point on the easterly right-of-way line of the Kuna Canal;

thence along said easterly right-of-way line North 26°17'52" West, 415.97 feet;

thence continuing along said easterly right-of-way line North 35°45'51" West, 307.27 feet to a point on the North boundary line of said Section 13;

thence along said North boundary line South 88°53'10" East, 558.63 feet to the **REAL POINT OF BEGINNING**. Containing 5.01 acres, more or less.



xhibit  
A-2d



# ACCOMMODATION RECORDING

**TitleOne**  
a title & escrow co.



114032892

Order Number: 14234949

## WARRANTY DEED

For Value Received,

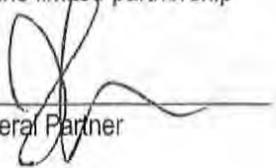
JRL Properties L.P., an Idaho limited partnership, the Grantor, does hereby grant, bargain sell and convey unto, Viper Investments LLC, an Idaho limited liability company, whose current address is PO Box 369, Meridian, ID 83680, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 5/1/14

JRL Properties L.P., an Idaho limited partnership

By:   
John A. Laude Sr., General Partner



# ACCOMMODATION RECORDING

**TitleOne**  
a title & escrow co.

ELECTRONICALLY RECORDED  
STAMPED FIRST PAGE NOW  
INCORPORATED AS PART OF  
THE ORIGINAL DOCUMENT.

Order Number: 14234949

## WARRANTY DEED

For Value Received,

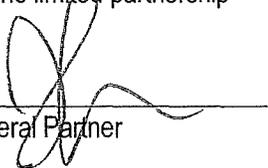
**JRL Properties L.P., an Idaho limited partnership**, the Grantor, does hereby grant, bargain sell and convey unto, **Viper Investments LLC, an Idaho limited liability company**, whose current address is **PO Box 369, Meridian, ID 83680**, the Grantee, the following described premises, in **Ada County, Idaho**, To Wit:

### EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 5/1/14

JRL Properties L.P., an Idaho limited partnership

By:   
John A. Laude Sr., General Partner

State of Idaho, County of Ada, ss.

On this 1 day of May in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared John A. Laude Sr., known or identified to me to be the General Partner of the partners in the partnership of JRL Properties L.P. and the partner(s) who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.

[Signature], Notary Public  
Residing at: Boise ID  
My Commission Expires: 9/6/2019  
(seal)



EXHIBIT A

The land referred to in this policy is situated in the State of Idaho, County of Ada, and is described as follows:

A parcel of land lying in the Northwest quarter of Section 13, Township 2 North, Range 1 West, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a stone marking the quarter corner common to Sections 13 and 12, Township 2 North, Range 1 West, Boise-Meridian; thence  
 West 671.09 feet along the North line of said Section 13 to a point which is the REAL POINT OF BEGINNING;  
 thence  
 South 00°16' East 25.00 feet to an iron pin; thence continuing  
 South 00°16' East 590.42 feet to an iron pin; thence  
 West 186.00 feet to an iron pin on the Easterly right of way of the Kuna Canal; thence  
 North 27°23' West 417.01 feet along said right of way to an iron pin; thence  
 North 36°53' West 275.28 feet along said right of way to an iron pin; thence continuing  
 North 36°53' West 31.25 feet along said right of way to a point on the North line of Section 13; thence  
 East 558.95 feet along North line of said Section 13 to the REAL POINT OF BEGINNING.



# 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  
Kunacity.id.gov

State of Idaho )  
                          ) ss  
County of Ada )

I, Corey D. Barton / Challenger Development, Inc, 1977 E. Overland Road  
Name Address

Meridian, Idaho 83642  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my  
Permission to Jane Suggs 2141 W. Airport Way, Suite 104, Boise, ID 83705  
Name Address  
to submit the accompanying application pertaining to that property.

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

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

Dated this 4<sup>th</sup> day of August, 2017

[Signature]  
Signature

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

Adan  
Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: 6-05-22





August 22, 2017

Ms. Wendy Howell, Director  
Kuna Planning and Zoning Department  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

Subject: Saranda Subdivision, 1105 W. Hubbard Street  
Applications for annexation with zoning and preliminary Plat

Dear Ms. Howell:

On behalf my client, Challenger Development, Inc., please accept the attached applications to annex the subject property into the City of Kuna and to subdivide the property into 18 single family lots. The property is located on the south side of Hubbard Road between Meridian Road/Hwy 69 and Linder Road (2N, 1W, Section 13). The 5 acre parcel is currently located in Ada County with a zoning designation of RR. We are requesting annexation with a zoning designation of R-6. This zoning designation meets the Kuna Comprehensive Planning designation for this area as *Medium Density Residential*. According to the Kuna Comp Plan: *this designation describes areas where residential development densities generally range from four to seven units per acre. These areas will be made up of single-family homes, but may include townhomes, row houses duplexes and other types of multi-family land uses.*

As noted above, the property is bounded by Hubbard Road to the north, agricultural property to the east and south, and the Kuna Canal to the west. Also, within a few hundred feet of this property are the Timbermist Subdivision, the Greyhawk Subdivision and the Kelleher Subdivision, all within the City of Kuna. The existing vacant home, barn and outbuildings will be removed from the site.

**Preliminary Plat**

Saranda Subdivision has been designed to meet the zoning regulations and dimensional standards for the R-6 zone in the Kuna City Code. Front yard setbacks are 20', rear yard setbacks are 15', interior side yards are 5' and street side yards are 20'. Lot sizes are all larger than the minimum 4500 SF; with sizes ranging from 5000 SF to 10,000 SF, and an average size of 6500 SF. The list of lots and lot sizes are shown on the preliminary plat. Even though the R-6 zone will allow up to 6 dwelling units per acre, or up to 30 houses, we plan to construct 18 single family homes. The local streets and open spaces will take up a large portion of the property. In fact, 2.7 acres of the subdivision will be used for buildable lots and the remaining 2.3 acres of the 5-acre property are used for streets and open space/buffers.

**Streets and Utilities**

The entry street into Saranda is Saratov Way, which is directly across from Saratov Avenue in the Timbermist Subdivision on the north side of Hubbard Road. (Our Saratov is called a "way" due to the serpentine configuration of the street). Five homes will front on the short cul-de-sac, E. Mystery Court.





Saratov Way becomes E. Rhonda Street when it turns to the east and stubs to the adjacent property to connect to future development. The streets are 36' wide back-of-curb to back-of-curb and have attached 5' wide sidewalks.

Sanitary sewer and potable water are provided to each lot, along with a pressurized irrigation system that will keep yards and open spaces green. Currently storm water runoff is planned to be managed with infiltration facilities located within the right-of-way.

**Buffers and Open Space**

A thirty (30') foot wide landscape buffer is planned along Hubbard Road, a minor arterial. Additional open space and generous landscaping on Lot 2, Block 1 and Lot 2, Block 2 will create a welcoming entry into the neighborhood and also provide additional visual and noise buffering from Hubbard Road traffic.

A landscape plan is included in our application, along with a colored landscape rendering. There are mature trees on the property along Hubbard Road and the Kuna Canal. We plan to make an effort to save these trees, but can keep them only if they are healthy if there is no fill placed over the root system, and if the utilities, such as pressurized irrigation, do not cause the roots to be damaged. As shown on the landscape plan, we plan to plant over 50 shade, street and evergreen trees in the buffer and common lots.

The Kuna Canal runs along the western boundary of the property. The Kuna Recreation and Pathways Master Plan shows a future trail along the Kuna Canal. We have been in contact with Boise Project Board of Control to discuss the trail and how it will impact their required maintenance access. As shown on the preliminary plat, the maintenance access to the canal is on the east side of the canal, adjacent to Saranda Subdivision. The future trail along the Kuna Canal will be located on the west side of the Kuna Canal. As shown in the photos below, there are head gates and weirs on the east side of the canal, which would create a potential hazard if the trail was located adjacent to the maintenance access.



Kuna canal maintenance access, looking south. Weirs adjacent to the maintenance road, looking south.



Also, you may note, the Kuna Canal trail is located on the west side of the canal in the Timbermist Subdivision to the north. The photos below show the irrigation maintenance road on the east side of the canal and the pedestrian trail on the west side.



Trail on east side in Timbermist, looking north. Maintenance road on west side, looking north.

Based on these site conditions, the Kuna Canal trail in this area should be built on the west side of the canal.

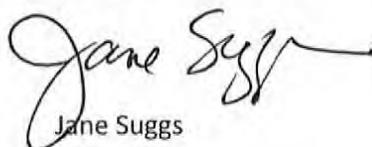
### **Neighborhood Meeting**

A well-attended neighborhood meeting was held on Wednesday, March 15, 2017, at 6 pm at the Kuna Fire Station. I've attached notes from the meeting, along with the sign-up sheet. Based on the neighborhood meeting discussion, we have continued communication with those neighbors with email addresses regarding a future traffic signal at Meridian Road and Hubbard Road, school bus stops and home sizes.

Our neighborhood meeting "timed out" before we could submit our applications to the City, so we held an additional neighborhood meeting on Wednesday, August 16, 2017, at 6 pm, again at the Kuna Fire Station. I've attached that sign-up sheet as well. Comments centered on tree removal outside of the raptor nesting season and concern with the Hubbard Road sidewalk terminating at the irrigation waterworks noted in the photos above.

Our development team is pleased to submit the necessary applications and support materials for this small, attractive addition to the City of Kuna. We look forward to working with you and your staff on the approval process. And, as always, do not hesitate to contact me if you have questions about the project or the application.

Sincerely,

  
Jane Suggs

cc: Shawn Brownlee



# City of Kuna COMMITMENT TO PROPERTY POSTING

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

Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: www.kunacity.id.gov

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

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

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

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

Jane Sugg  
Applicant/agent signature:

3/17/17  
Date:



**Jane Suggs**

---

**From:** Sub Name Mail <subnamemail@adaweb.net>  
**Sent:** Tuesday, March 07, 2017 6:06 PM  
**To:** Jane Suggs  
**Subject:** Saranda Subdivision Name Reservation

March 7, 2017

Jane Suggs, W&H Pacific

RE: Subdivision Name Reservation: **SARANDA SUBDIVISION**

At your request, I will reserve the name **Saranda Subdivision** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



**Jerry L. Hastings, PLS 5359**  
*County Surveyor*  
**Deputy Clerk Recorder**  
**Ada County Development Services**  
200 W. Front St., Boise, ID 83702  
(208) 287-7912 *office*  
(208) 287-7909 *fax*

---

**From:** Jane Suggs [<mailto:JSuggs@whpacific.com>]  
**Sent:** Tuesday, March 07, 2017 12:37 PM  
**To:** Sub Name Mail  
**Subject:** [EXTERNAL] Subdivision Name Reservation

Hi Jerry and/or Subnamemail,

Hope you are having a great week!

I would like to reserve a subdivision name: **Saranda Subdivision**

The proposed sub is located at 1105 Hubbard Road, parcel number S1313212480; located on the south side of Hubbard Road, between Meridian Road and Linder Road.

The parcel is currently owned by Viper Investments, LLC, and will be developed by Trilogy Development, Inc.

The engineer is David Bailey at Bailey Engineering, Inc.

I will be the planner.

Jane

PS: The name is a real place in Albania <https://www.lonelyplanet.com/albania/southern-albania/saranda> and is a combination of Saratov and Rhonda, two of the (probable) street names. I sure hope it works.

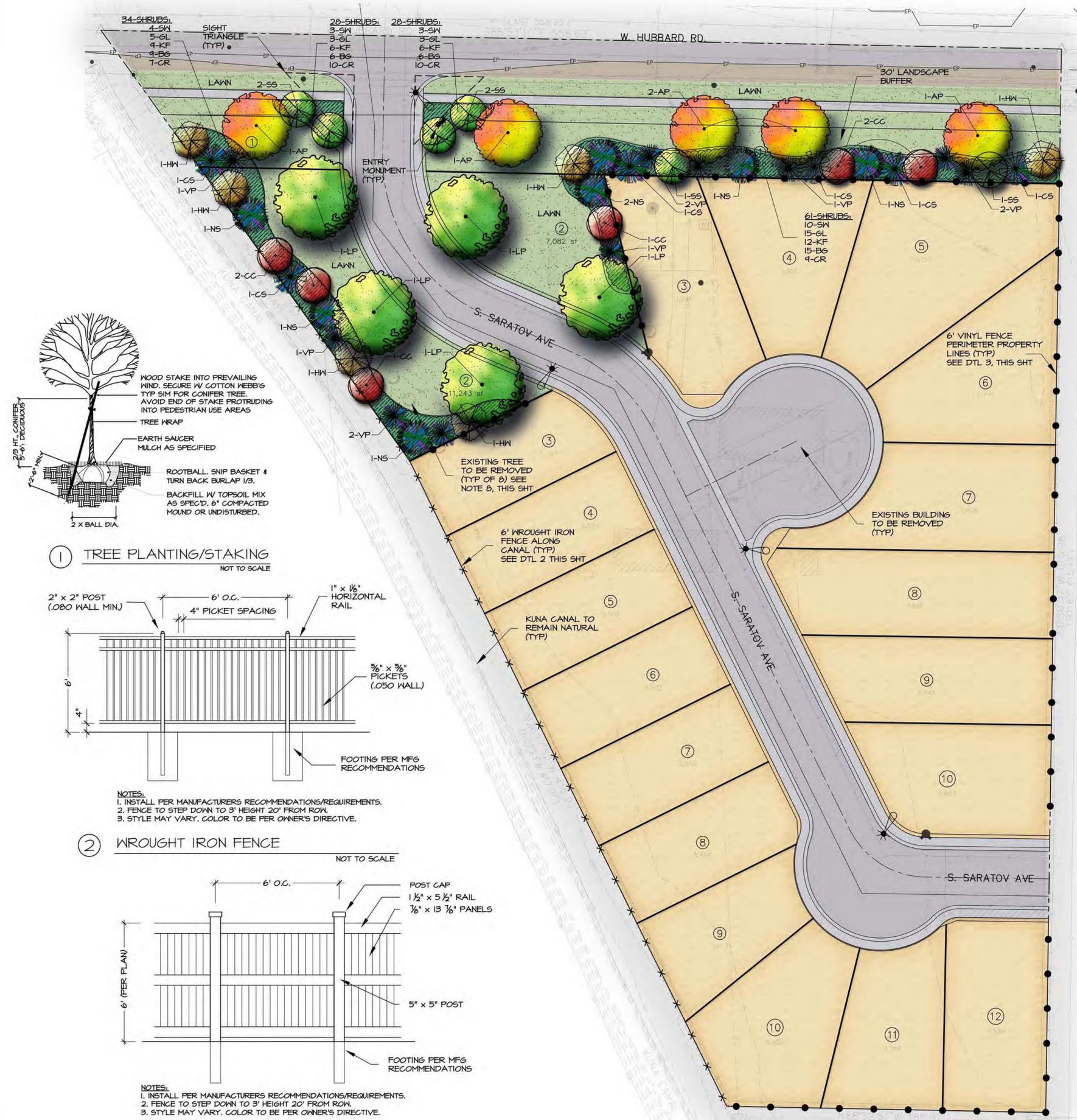
**Jane Suggs | Planner**

**WHPacific, Inc.** | 2141 W Airport Way, Ste 104, Boise, ID 83705

Direct 208.275.8729 | Mobile 208.602.6941 | Fax 208.342.5353 | [jsuggs@whpacific.com](mailto:jsuggs@whpacific.com)







### PLANT PALETTE

SYM	COMMON NAME	BOTANICAL NAME	SIZE	MATURE SIZE	QUANTITY
<b>EVERGREEN TREES</b>					
CS	COLORADO BLUE SPRUCE	PICEA PUNGENS 'GLAUCA'	6-8' HT B#B	35' HT x 15' W	6
NS	NORWAY SPRUCE	PICEA ABIES	6-8' HT B#B	50' HT x 25' W	7
VP	VANDERKOLFS PINE	PINUS FLEXILIS 'VANDERKOLFS'	6-8' HT B#B	20' HT x 10' W	10
<b>SHADE TREES (CLASS III)</b>					
LP	LONDON PLANETREE	PLATANUS x ACERIFOLIA 'BLOODGOOD'	2' CAL B#B	65' HT x 50' W	5
<b>STREET TREES (CLASS II)</b>					
AP	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'JUNGINGER'	2' CAL B#B	50' HT x 35' W	5
<b>ORNAMENTAL TREES (CLASS I)</b>					
CC	CANADA RED CHOKECHERRY	PRUNUS VIRGINIANA 'SHUBERT'	2' CAL B#B	25' HT x 20' W	6
HN	HOT KING'S MAPLE	ACER TATARICUM 'GARANN'	8-10' CLUMP B#B	20' HT x 15' W	6
SS	SPRING SNOW CRABAPPLE	MALUS x 'SPRING SNOW'	2' CAL B#B	25' HT x 20' W	6
<b>SHRUBS/ORNAMENTAL GRASSES/PERENNIALS</b>					
BG	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	1 GAL, 24" O.C.	2' HT x 2' W	36
	BLUE GRAMA GRASS	BOUTELOUA GRACILIS 'BLONDE AMBITION'	1 GAL	3' HT x 3' W	
	BLUE RIG JUNIPER	JUNIPERUS HORIZONTALIS 'WILTON'	3 GAL	6' HT x 6' W	
CR	CREeping MAHONIA	MAHONIA REPENS	2 GAL	18" HT x 3' W	36
	RED FLOWER CARPET ROSE	ROSA 'FLOWER CARPET- NOARE'	3 GAL	2' HT x 2' W	
	DARTS GOLD NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD'	5 GAL	3' HT x 3' W	
	STELLA D'ORO DAYLILY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL	4' HT x 4' W	26
	EMERALD N' GOLD EUONYMUS	EUONYMUS FORTUNEI 'EMERALD N' GOLD'	5 GAL	15' HT x 2' W	
	ENDLESS SUMMER HYDRANGEA	HYDRANGEA ARBORESCENS 'PIIHM-I'	3 GAL	2' HT x 4' W	
GL	FRANCEE HOSTA	HOSTA 'FRANCEE'	1 GAL	4' HT x 4' W	26
	FINE LINE BUCKTHORN	RHAMNUS FRAGULA 'RON WILLIAMS'	5 GAL	6' HT x 2.5' W	
	GR-LOW JIMPER	RHUS AROMATICA 'GR-LOW'	5 GAL	2.5' HT x 6' W	
KF	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL	5' HT x 5' W	33
	KARL FOERSTER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 GAL	4' HT x 2' W	
	LITTLE DEVIL NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'	3 GAL	3' HT x 3' W	
	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIMUS'	1 GAL	7' HT x 4' W	20
	MUGO PINE	PINUS MUGO PUMILIO	5 GAL	5' HT x 5' W	
	OTTO LUYKEN LAUREL	PRUNUS LAUROGERASUS 'OTTO LUYKEN'	5 GAL	3' HT x 6' W	
	PJM RHODODENDRON	PJM RHODODENDRON 'PJM'	5 GAL	4' HT x 4' W	20
	SKY HIGH JUNIPER	JUNIPERUS SCOPULORUM 'BAILLIGH'	5-8' HT B#B	12' HT x 4' W	
	SUMMERSHINE NINEBARK	PHYSOCARPUS OPULIFOLIA 'SEWARD'	5 GAL	6' HT x 6' W	

### NOTES

- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH KUNA CITY ORDINANCE REQUIREMENTS. ALL LOTS WILL COMPLY WITH KUNA CITY ORDINANCE REQUIRING ONE (1) TREE PER LOT (PROVIDED BY DEVELOPER).
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- ALL COMMON SPACE LANDSCAPING SHALL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
- TREES SHALL NOT BE PLANTED WITHIN THE 10'-CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- NO TREES SHALL IMPEDE THE 40' STREET AND DEPARTURE VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ACHD ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET ACHD REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM STOP SIGNS.
- LANDSCAPE AND TREES IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION OF THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
- PLANT LIST IS REPRESENTATIVE AND SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES BY OWNER, SUBJECT TO CITY FORESTER'S PRE-APPROVAL. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
- EIGHT (8) EXISTING TREES ARE LOCATED ON-SITE. EXISTING TREES ARE DEAD, DYING, AND/OR OF UNDESIRABLE SPECIES. VERIFY REMOVAL WITH KUNA CITY FORESTER AND MITIGATED (IF REQUIRED) WITH TREES PROVIDED BEYOND THOSE REQUIRED IN LANDSCAPE BUFFER AND COMMON OPEN SPACE.

### LANDSCAPE CALCULATIONS

LANDSCAPE BUFFER ARE REQUIRED TO BE PLANTED WITH THE FOLLOWING PLANTS PER 100 LINEAR FEET: TWO (2) SHADE TREES, THREE (3) EVERGREEN TREES, AND TWELVE (12) SHRUBS. EACH REQUIRED SHADE TREE MAY BE SUBSTITUTED FOR TWO (2) FLOWERING/ORNAMENTAL TREES.

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
W. HUBBARD RD.	30'	460' / 100' =	10 TREES	10.5 TREES (5 SHADE TREES + 11 ORNAMENTAL TREES)
			14 EVERGREENS 56 SHRUBS	14 EVERGREENS 151 SHRUBS

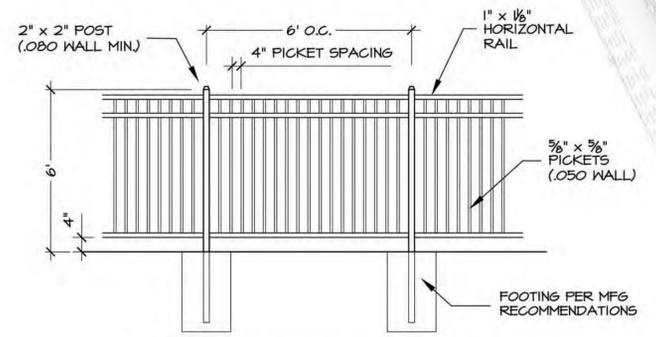
NUMBER OF TREES PROVIDED ON COMMON LOTS: 21  
 NUMBER OF TREES PROVIDED ON BUFFERS: 30  
 TOTAL NUMBER OF TREES: 51

### DEVELOPMENT DATA

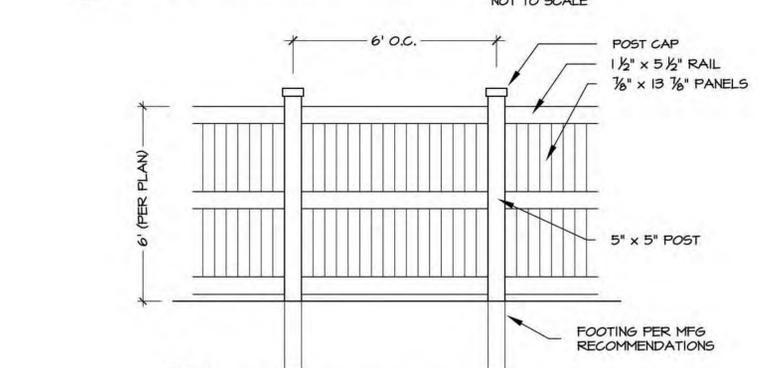
TOTAL AREA	5.01 ACRES
RESIDENTIAL LOTS	18
COMMON LOTS	4
TOTAL LOTS	22
USEABLE OPEN SPACE	.73 ACRES (14.6%)
EXISTING ZONING	RR
PROPOSED ZONING	R-6

OWNER	DEVELOPER
VIPER INVESTMENTS LLC 1977 E. OVERLAND RD. MERIDIAN, IDAHO 83642	TRILOGY DEVELOPMENT, INC. 9839 W. CABLE CAR ST. BOISE, IDAHO 83709

### 1 TREE PLANTING/STAKING



### 2 WROUGHT IRON FENCE



### 3 VINYL PRIVACY FENCE

NOT TO SCALE



**REVISIONS**  
 NO. DATE DESCRIPTION  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Scale:** 1" = 30'

**Project:** JBA 1726 **Date:** 04-07-2017  
**Drawn By:** JN **Checked By:** KS  
**PRELIMINARY PLAT**  
**SARANDA SUBDIVISION**  
**TRILOGY DEVELOPMENT, INC.**

**Bailey Engineering, Inc.**  
 CIVIL ENGINEERING | PLANNING | CADD  
 4242 N. BROOKSIDE LANE  
 BOISE, ID 83714  
 TEL: 208-388-0013  
 WWW.BAILEYENGINEERING.COM



**PLANT PALETTE**

SYM	COMMON NAME	BOTANICAL NAME	SIZE	MATURE SIZE	QUANTITY
<b>EVERGREEN TREES</b>					
CS	COLORADO BLUE SPRUCE	PICEA PARSONS 'SHALKA'	6'-8" HT B1B	35' HT x 15' W	6
NS	NORWAY SPRUCE	PICEA ABIES	6'-8" HT B1B	50' HT x 25' W	7
VP	VANDERVOEF'S PINE	PNUS FLEXILIS VANDERVOEF'S	6'-8" HT B1B	20' HT x 10' W	10
<b>SHADE TREES (CLASS III)</b>					
LP	LONDON PLANETREE	PLATANUS x ACERIFOLIA 'BLOODGOOD'	2" CAL B1B	65' HT x 50' W	5
<b>STREET TREES (CLASS III)</b>					
AP	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'LINDBER'	2" CAL B1B	50' HT x 35' W	5
<b>ORNAMENTAL TREES (CLASS II)</b>					
CC	CANADA RED CHOCOCERRY	PRUNUS VIRGINIANA 'SHERBET'	2" CAL B1B	25' HT x 20' W	6
HN	HOT PINK MAPLE	ACER TATARICUM 'GARANI'	8-10' CLUMP B1B	20' HT x 10' W	6
SS	SPRING SNOW CRABAPPLE	MALUS x SPRING SNOW	2" CAL B1B	25' HT x 20' W	6
<b>SHRUBS/ORNAMENTAL GRASSES/PERENNIALS</b>					
BS	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRIM'	1 GAL, 24" O.C.	2' HT x 2' W	36
GR	BLUE GRAMA GRASS	BOUTELOUA GRACILIS 'BLONDE AMENTON'	1 GAL	3' HT x 3' W	
GR	BLUE JAY JUNKIE	LAURENS HORIZONTALIS 'MILTON'	1 GAL	6' HT x 2' W	36
GR	GREeping MAHONIA	MAHONIA REPENS	2 GAL	10' HT x 3' W	
GR	RED FLOWER CARMET ROSE	ROSA 'LINDA CARDET - NOAKE'	3 GAL	2' HT x 2' W	36
GR	DARTS GOLD INEBRACE	PHYSOCARPUS OPALEFOLUS 'DARTS GOLD'	3 GAL	3' HT x 3' W	
GR	STELLA D'ORO DAYLILY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL	4' HT x 4' W	36
GR	EMERALD 'N GOLD EUCENTHOS	EUCENTHOS FORTUNEI 'EMERALD 'N GOLD'	5 GAL	15' HT x 2' W	
GR	ENDLESS SUMMER HYDRANGEA	HYDRANGEA ARBORESCENS 'PIHM-M'	3 GAL	2' HT x 4' W	26
GR	FRANCEE HOSTA	HOSTA 'FRANCEE'	1 GAL	4' HT x 4' W	
GR	THE LIME BLACKBURN	RHAMNUS FRANKLA 'RON WILLIAMS'	5 GAL	6' HT x 2.5' W	26
GR	GR0-L0W SUMAC	RHUS ASCOMATICA 'GR0-L0W'	5 GAL	25' HT x 6' W	
GR	'N00T' H4LD D00SH00D	CORNUS ALBA 'BAUHAUSD'	5 GAL	5' HT x 6' W	33
GR	KARL FOERSTER REED GRASS	CALAMAGROSTIS ARB0R0NACEA 'K.F.'	1 GAL	4' HT x 2' W	
GR	LITTLE DEVIL INEBRACE	PHYSOCARPUS OPALEFOLUS 'DONNA MAY'	3 GAL	3' HT x 3' W	26
GR	MADON GRASS	PHYSOCARPUS OPALEFOLUS 'MADON'	1 GAL	1' HT x 4' W	
GR	MISO PINE	PNUS MISO PHELLO	5 GAL	5' HT x 5' W	33
GR	OTTO LUYKEN LAUREL	PRUNUS LAUROCEARASIS 'OTTO LUYKEN'	5 GAL	5' HT x 6' W	
GR	SKY HIGH JUNIFER	RHODODENDRON 'P.M'	5 GAL	4' HT x 4' W	20
GR	SUMMERSHINE WINEBARK	LIPIPERUS SCOPULORUM 'BALLIANT'	5 GAL	12' HT x 4' W	
GR		PHYSOCARPUS OPALEFOLIA 'SEWARD'	5 GAL	6' HT x 6' W	



**NOTES**

- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH KANA CITY ORDINANCE REQUIREMENTS. ALL LOTS WILL COMPLY WITH KANA CITY ORDINANCE REQUIRING ONE (1) TREE PER LOT PROVIDED BY DEVELOPER.
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- ALL COMMON SPACE LANDSCAPING SHALL BE OWNED AND MAINTAINED BY A HOMEOWNERS ASSOCIATION.
- TREES SHALL NOT BE PLANTED WITHIN THE 10'-CLEAR ZONE OF ALL ACID STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- NO TREES SHALL INTERFERE WITH THE 40' STREET AND DEPARTURE VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ACID ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR TRIMMING TREE CANOPIES TO MEET ACID REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM STORM SEWERS.
- LANDSCAPE AND TREES IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION OF THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
- PLANT LIST IS REPRESENTATIVE AND SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES BY OWNER, SUBJECT TO CITY FORESTER'S PRE-APPROVAL. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS HIGH AS POSSIBLE, AT LEAST HALF WAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
- EIGHT (8) EXISTING TREES ARE LOCATED ON-SITE. EXISTING TREES ARE DEAD, DYING, AND/OR OF UNDESIRABLE SPECIES. VERIFY REMOVAL WITH KANA CITY FORESTER AND MITIGATED (IF REQUIRED) WITH TREES PROVIDED BEYOND THOSE REQUIRED IN LANDSCAPE BUFFER AND COMMON OPEN SPACE.

**LANDSCAPE CALCULATIONS**

LANDSCAPE BUFFER ARE REQUIRED TO BE PLANTED WITH THE FOLLOWING PLANTS PER 100 LINEAR FEET. TWO (2) SHADE TREES, THREE (3) EVERGREEN TREES, AND TWELVE (12) SHRUBS. EACH REQUIRED SHADE TREE MAY BE SUBSTITUTED FOR TWO (2) FLOWERING/ORNAMENTAL TREES.

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
N. HUBBARD RD.	30'	460' x 100' ±	10 TREES	10 SHADE TREES + 10 ORNAMENTAL TREES
			14 EVERGREENS	14 EVERGREENS
			36 SHRUBS	10 SHRUBS

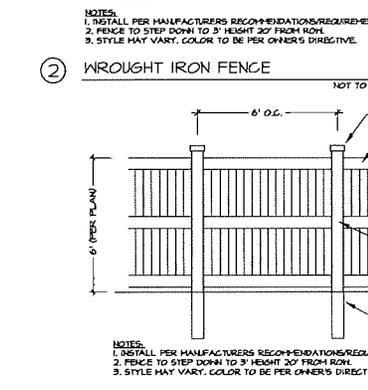
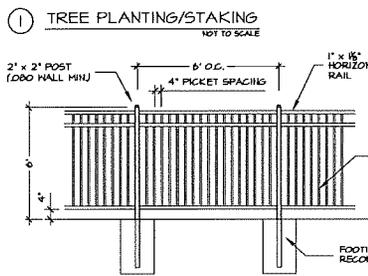
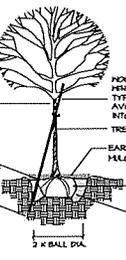
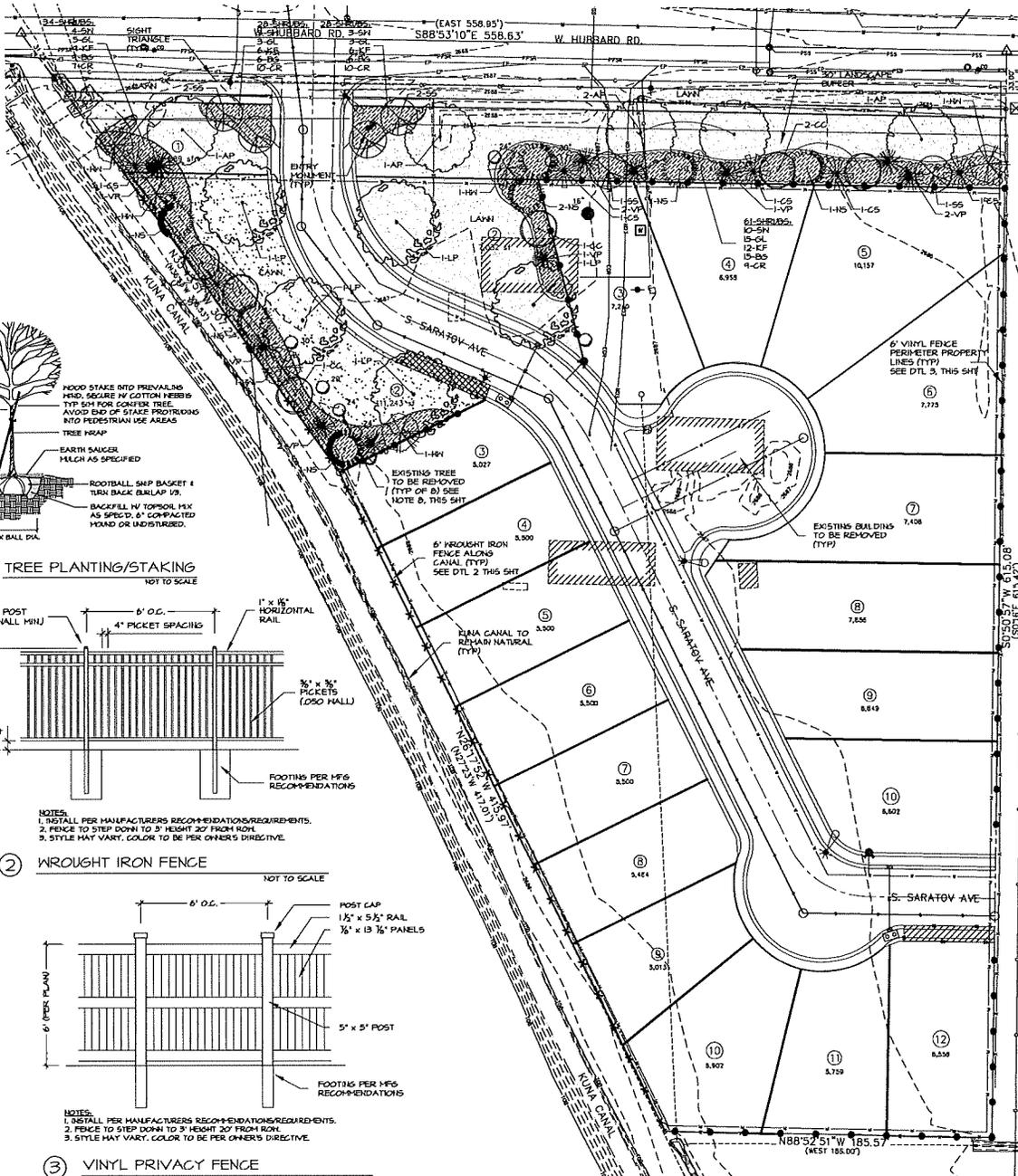
NUMBER OF TREES PROVIDED ON COMMON LOTS: 21  
 NUMBER OF TREES PROVIDED ON BUFFERS: 30  
 TOTAL NUMBER OF TREES: 51

**DEVELOPMENT DATA**

TOTAL AREA	5.01 ACRES
RESIDENTIAL LOTS	10
COMMON LOTS	1
TOTAL LOTS	22
USABLE OPEN SPACE	73 ACRES (14.6%)
EXISTING ZONING	R-R
PROPOSED ZONING	R-6

**JENSENBELTS ASSOCIATES**  
 500 West 10th Street, Suite 200, Boise, Idaho 83702  
 PH: 208-333-7777, FX: 208-333-7777

**PRELIMINARY PLAN**  
 SARANDA SUBDIVISION  
 TRILogy DEVELOPMENT, INC.



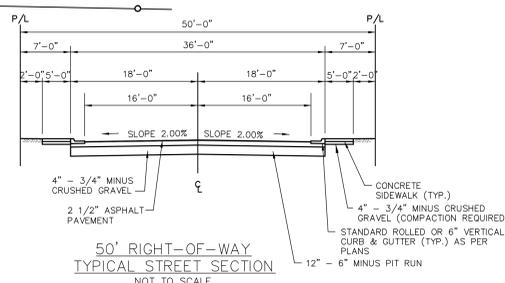
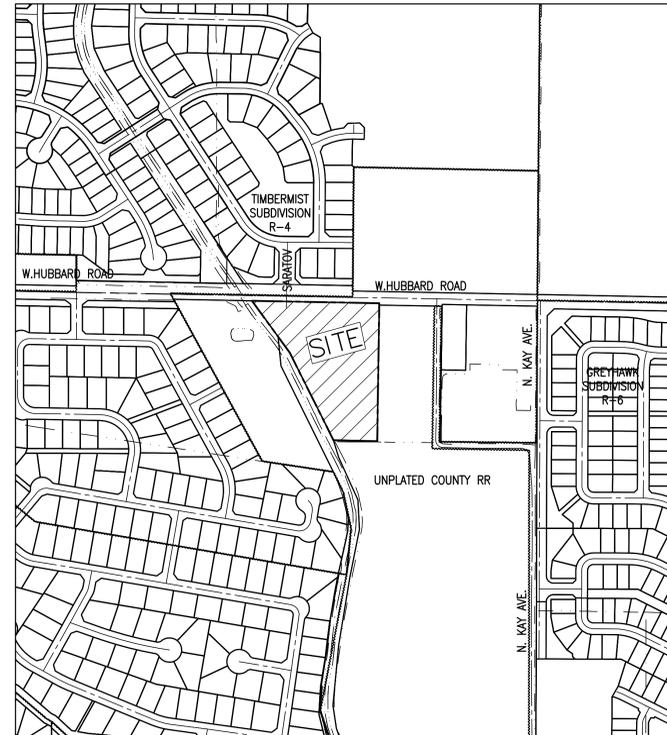
1. TREE PLANTING/STAKING NOT TO SCALE  
 2. WROUGHT IRON FENCE NOT TO SCALE  
 3. VINYL PRIVACY FENCE NOT TO SCALE

# PRELIMINARY PLAT FOR SARANDA SUBDIVISION

A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 13  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN  
KUNA, ADA COUNTY, IDAHO  
2017

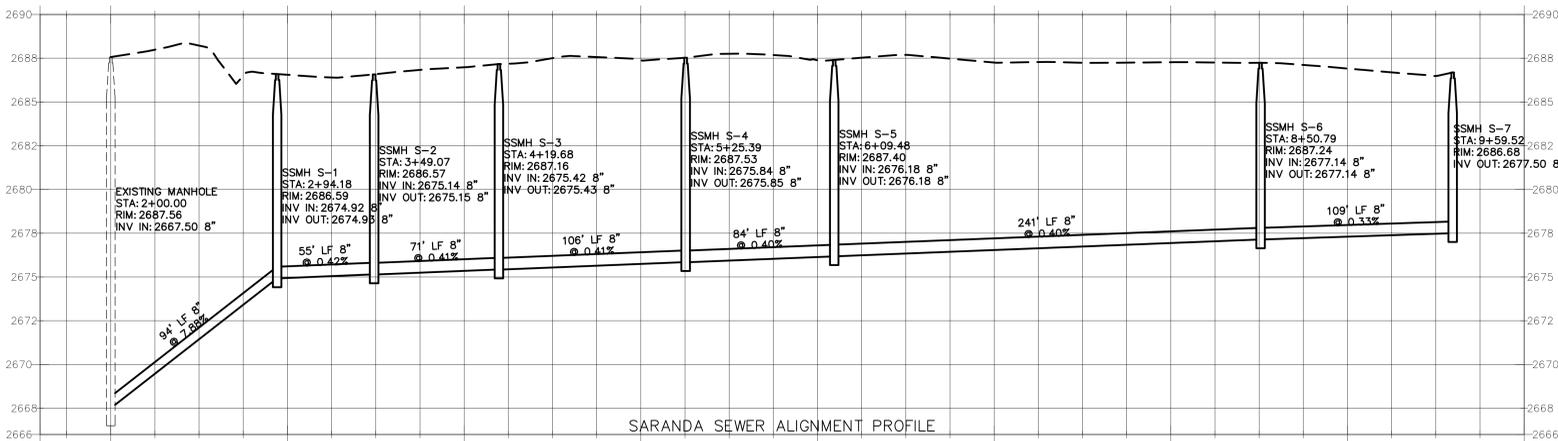
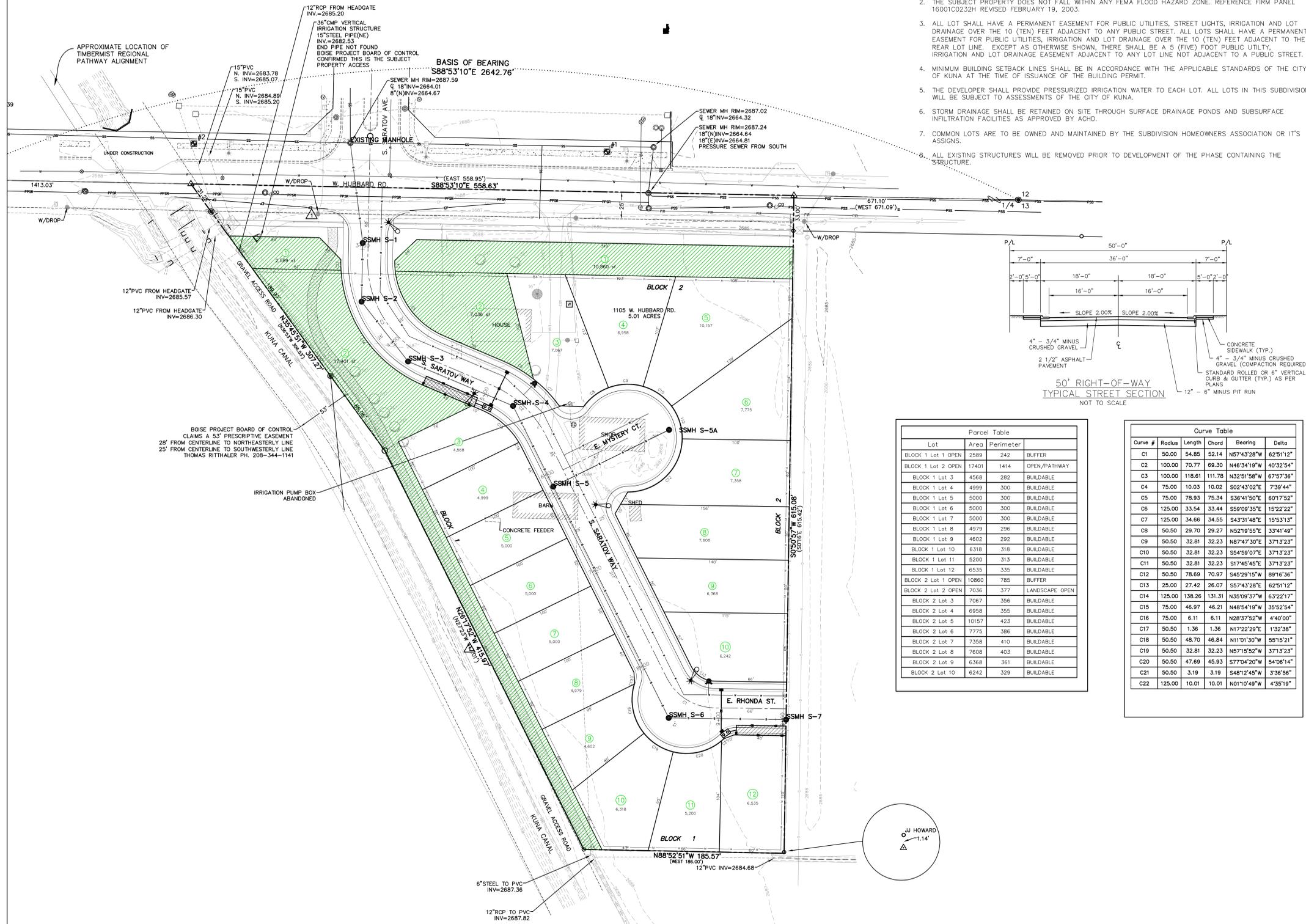
### NOTES

- KUNA CITY WATER AND SEWER SERVICE SHALL BE EXTENDED TO ALL LOTS.
- THE SUBJECT PROPERTY DOES NOT FALL WITHIN ANY FEMA FLOOD HAZARD ZONE. REFERENCE FIRM PANEL 16001C0232H REVISED FEBRUARY 19, 2003.
- ALL LOT SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO ANY PUBLIC STREET. ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO THE REAR LOT LINE. EXCEPT AS OTHERWISE SHOWN, THERE SHALL BE A 5 (FIVE) FOOT PUBLIC UTILITY, IRRIGATION AND LOT DRAINAGE EASEMENT ADJACENT TO ANY LOT LINE NOT ADJACENT TO A PUBLIC STREET.
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE CITY OF KUNA AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
- THE DEVELOPER SHALL PROVIDE PRESSURIZED IRRIGATION WATER TO EACH LOT. ALL LOTS IN THIS SUBDIVISION WILL BE SUBJECT TO ASSESSMENTS OF THE CITY OF KUNA.
- STORM DRAINAGE SHALL BE RETAINED ON SITE THROUGH SURFACE DRAINAGE PONDS AND SUBSURFACE INFILTRATION FACILITIES AS APPROVED BY ACHD.
- COMMON LOTS ARE TO BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNERS ASSOCIATION OR IT'S ASSIGNS.
- ALL EXISTING STRUCTURES WILL BE REMOVED PRIOR TO DEVELOPMENT OF THE PHASE CONTAINING THE STRUCTURE.



Parcel Table			
Lot	Area	Perimeter	
BLOCK 1 Lot 1 OPEN	2589	242	BUFFER
BLOCK 1 Lot 2 OPEN	17401	1414	OPEN/PATHWAY
BLOCK 1 Lot 3	4568	282	BUILDABLE
BLOCK 1 Lot 4	4999	300	BUILDABLE
BLOCK 1 Lot 5	5000	300	BUILDABLE
BLOCK 1 Lot 6	5000	300	BUILDABLE
BLOCK 1 Lot 7	5000	300	BUILDABLE
BLOCK 1 Lot 8	4979	296	BUILDABLE
BLOCK 1 Lot 9	4602	292	BUILDABLE
BLOCK 1 Lot 10	6318	318	BUILDABLE
BLOCK 1 Lot 11	5200	313	BUILDABLE
BLOCK 1 Lot 12	6535	335	BUILDABLE
BLOCK 2 Lot 1 OPEN	10860	785	BUFFER
BLOCK 2 Lot 2 OPEN	7036	377	LANDSCAPE OPEN
BLOCK 2 Lot 3	7067	356	BUILDABLE
BLOCK 2 Lot 4	6958	355	BUILDABLE
BLOCK 2 Lot 5	10157	423	BUILDABLE
BLOCK 2 Lot 6	7775	386	BUILDABLE
BLOCK 2 Lot 7	7358	410	BUILDABLE
BLOCK 2 Lot 8	7608	403	BUILDABLE
BLOCK 2 Lot 9	6368	361	BUILDABLE
BLOCK 2 Lot 10	6242	329	BUILDABLE

Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta
C1	50.00	54.85	52.14	N57°43'28"W	62°51'12"
C2	100.00	70.77	69.30	N46°34'19"W	40°32'54"
C3	100.00	118.61	111.78	N32°51'58"W	67°57'36"
C4	75.00	10.03	10.02	S02°43'02"E	7°39'44"
C5	75.00	78.93	75.34	S36°41'50"E	60°17'52"
C6	125.00	33.54	33.44	S59°09'35"E	15°22'22"
C7	125.00	34.66	34.55	S43°31'48"E	15°53'13"
C8	50.50	29.70	29.27	N52°19'55"E	33°41'49"
C9	50.50	32.81	32.23	N87°47'30"E	37°13'23"
C10	50.50	32.81	32.23	S54°59'07"E	37°13'23"
C11	50.50	32.81	32.23	S17°45'45"E	37°13'23"
C12	50.50	78.69	70.97	S45°29'15"W	89°16'36"
C13	25.00	27.42	26.07	S57°43'28"E	62°51'12"
C14	125.00	138.26	131.31	N35°09'37"W	63°22'17"
C15	75.00	46.97	46.21	N48°54'19"W	35°52'54"
C16	75.00	6.11	6.11	N28°37'52"W	4°40'00"
C17	50.50	1.36	1.36	N17°22'29"E	1°32'38"
C18	50.50	48.70	46.84	N11°01'30"W	55°15'21"
C19	50.50	32.81	32.23	N57°15'52"W	37°13'23"
C20	50.50	47.69	45.93	S77°04'20"W	54°06'14"
C21	50.50	3.19	3.19	S48°12'45"W	3°36'56"
C22	125.00	10.01	10.01	N01°10'49"W	4°35'19"



- DEVELOPMENT FEATURES**
- ACREAGE**
    - TOTAL PARCEL - 5.01 ACRES
    - TOTAL LOTS - 22
    - TOTAL DWELLING UNITS - 18
    - BUILDABLE LOTS - 18
    - SF RESIDENTIAL - 18
    - COMMON LOTS - 4
    - DENSITY DU/ACRE - 3.59
    - COMMON AREA - 0.87 ACRES - 17.4%
    - USEABLE OPEN SPACE: 0.73 ACRES 17.4%
  - ZONING**
    - EXISTING - RR
    - PROPOSED - R-8
  - SEWAGE DISPOSAL**
    - KUNA CITY SEWER
  - WATER SUPPLY**
    - KUNA CITY WATER
  - CITY**
    - KUNA CITY
  - SCHOOL DISTRICT**
    - KUNA
  - FIRE DISTRICT**
    - KUNA
  - IRRIGATION DISTRICT**
    - NEW YORK IRRIGATION DISTRICT
    - CITY OF KUNA WILL SUPPLY PI

- PLAT LEGEND**
- PROPOSED FIRE HYDRANT
  - STREET LIGHT
  - EXISTING CONTOUR
  - BUILDING ENVELOPE (SETBACK LINE)
  - PHASE LINE
  - ZONING LINE
  - RIGHT-OF-WAY LINE
  - LOT LINE
  - GRAVITY IRRIGATION LINE
  - SEWER LINE
  - WATER LINE
  - PRESSURE IRRIGATION LINE
  - STORM DRAIN LINE
  - ROAD CENTERLINE
  - ROLLED CURB/GUTTER AND SIDEWALK
  - LOT NUMBER
  - LOT AREA
  - BLOCK NUMBER
  - FLOW ARROW
  - STREET NAME
  - HANDICAP RAMP
- SURVEY LEGEND**
- FOUND BRASS CAP MONUMENT
  - FOUND 1/2" IRON PIN
  - SET 5/8" IRON PIN
  - FOUND 5/8" IRON PIN
  - PROPERTY BOUNDARY LINE
  - SECTION LINE
  - BOTTOM OF DITCH

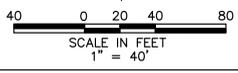
REVISID NO. DATE DESCRIPTION  
 1. 20171019 Add 9' Pathway in 15' Lot West  
 2. 20171025 Relocate Pathway along Kuna Canal

**Bailey Engineering, Inc.**  
 CIVIL ENGINEERING | PLANNING | CADD  
 4242 N. BROOKSIDE LANE TEL: 208-938-0013  
 BOISE, ID 83714 www.baileyengineering.com

DRAWN BY: DAB CHECKED BY: DAVID A. BAILEY, P.E. PROJECT: C2017-006 DATE: 04-05-2017

**PRELIMINARY PLAT SARANDA SUBDIVISION**

TRILOGY DEVELOPMENT, INC. SHEET C-1





# Neighborhood Meeting Certification

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

### GENERAL INFORMATION:

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

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

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

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

**Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.**

**Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.**

Description of proposed project: annexation with R-6 zone, subdivision for 18 SF lots with open space

Date and time of neighborhood meeting: Wednesday, March 15, 2017, 6 pm

Location of neighborhood meeting: Kuna Fire Station, 150 W. Boise Street

### SITE INFORMATION:

Location: Quarter: NW Section: 13 Township: 2N Range: 1W Total Acres: 4.7

Subdivision Name: Saranda Subdivision Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Site Address: 1105 Hubbard Road Tax Parcel Number(s): S1313212480

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

### CURRENT PROPERTY OWNER:

Name: Viper Investments, LLC

Address: 1977 E. Overland Road City: Meridian State: ID Zip: 83642

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

Name: Jane Suggs Business (if applicable): WHPacific

Address: 2141 W. Airport Way, Suite 104 City: Boise State: ID Zip: 83705



**PROPOSED USE:**

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

**Application Type**

**Brief Description**

Annexation

annexation with R-6 zone in compliance with the Kuna Comp Plan

Re-zone

Subdivision (Sketch Plat and/or Prelim. Plat)

preliminary plat for 18 SF lots, plus open space and buffer

Special Use

Variance

Expansion of Extension of a Nonconforming Use

Zoning Ordinance Map Amendment

**APPLICANT:**

Name: Jane Suggs

Address: 2141 W. Airport Way, Suite 104

City: Boise State: ID Zip: 83705

Telephone: 208-275-8729 Fax: \_\_\_\_\_

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant)

Jane Suggs Date 4/12/17



March 8, 2017

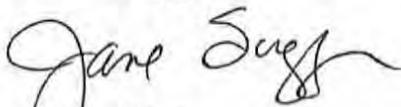
Subject: New Subdivision at 1105 Hubbard Road

Dear Neighbor,

You and your family are invited to attend a neighborhood meeting to discuss a new single family subdivision proposed for 1105 Hubbard Road, located on the south side of Hubbard Road between Meridian Road and Linder Road. The developer is proposing to annex, rezone and subdivide the approximately 5-acre site into 18 single family lots, along with open space and a landscaped buffer along Hubbard Road.

Our meeting will be held on **Wednesday, March 15, 2017, at 6 pm at the Kuna Fire Station at 150 West Boise Street.** If you have any questions about the meeting or the proposed development project, please do not hesitate to call me at 275-8729 or e-mail me at [jsuggs@whpacific.com](mailto:jsuggs@whpacific.com).

Sincerely,

  
Jane Suggs  
Planner

*bwaters 121314@gmail.*

*jmotion 50*

1105 Hubbard Road Subdivision  
**Neighborhood Meeting**  
Wednesday, March 15, 2015  
6 pm

Name	Address	Phone/e-mail
1. Ann Richards	8393 Southside Blvd Nampa,	208-461-8084 83686
2. Kim Schultsmeyer	8393 Southside Blvd	461 8084
3. BRAD WATERS	197 W HUBBARD	208 908 0436
4. Dennis + Heather Jagard	2693 N. Lorton Pl.	401-8535
5. Judith Payne	1285 W. Hubbard Rd.	866.4780 <i>jmotion50@aol.com</i>
6. Rick Morino	855 W. Hubbard Rd	922-5943
7. Kristi Morino	- -	RM Farmer@outlook.com
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

*bwaters 121314@gmail.com*

## 1105 Hubbard Road – Saranda Subdivision

## Notes from Neighborhood meeting March 15, 2015, at 6 pm at Kuna Fire Station

## Attendees:

Ann Richards and Kim Schultsmeier – 1030 Hubbard

Brad Waters – 197 W Hubbard [bwaters121314@gmail.com](mailto:bwaters121314@gmail.com)

Judith Payne – 1285 W Hubbard [jmotion50@aol.com](mailto:jmotion50@aol.com)

Heather Jagard (with son) – 2693 N. Lorton Place

Rick and Kristi Morino – 855 W. Hubbard [rmfarmer@outlook.com](mailto:rmfarmer@outlook.com)

## Topics/issues/questions:

Home sizes

Red tail hawk nesting in tree

Trees along canal

Storm water basin standing water

Underground pipes for irrigation along frontage

Head gates

Schultsmeier property flood irrigates

Existing well on property - deep, monitored?

Maintenance of open space and fences

Folks “squatting” in existing home/outbuildings

Dust abatement

Trash container for construction trash

Speeds on Hubbard

School bus stop

Traffic on Kay Street

Traffic signal at Hubbard and Hwy 69/Meridian Road?

Septic tank is behind house

Weirs in canal

Want fewer homes, range of lot/home sizes, larger homes

Irrigation canals always have maintenance roads on east side and pathways on west side, per Schultsmeier

Some want copy of plan



August 9, 2017

Subject: Another meeting about the new subdivision at 1105 Hubbard Road  
Saranda Subdivision

Dear Neighbor,

You may recall a similar notice in March to attend a neighborhood meeting about the subject project. The transfer of ownership of the property caused a delay in our submittal to the City of Kuna, so we are having another neighborhood meeting. There have been no substantial changes to the project, as shown on the back of this letter.

So once again, you and your family are invited to attend a neighborhood meeting to discuss a new single family subdivision proposed for 1105 Hubbard Road, located on the south side of Hubbard Road between Meridian Road and Linder Road. The developer is proposing to annex, rezone and subdivide the approximately 5-acre site into 18 single family lots, along with open space and a landscaped buffer along Hubbard Road.

Our meeting will be held on **Wednesday, August 16, 2017, at 6 pm at the Kuna Fire Station at 150 West Boise Street**. As before, if you have any questions about the meeting or the proposed development project, please do not hesitate to call me at 275-8729 or e-mail me at [jsuggs@whpacific.com](mailto:jsuggs@whpacific.com).

Sincerely,

Jane Suggs  
Planner

Saranda Subdivision - 1105 Hubbard Road  
**Neighborhood Meeting**  
Wednesday, August 16, 2017  
6 pm

Name	Address	Phone/e-mail
1. Kim Schultsmerer	8373 Southside Nampa 83686	208-461-8084
2. Ann Richards	"	" "
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

A request from Jane Suggs with WH Pacific representing Challenger Development, Inc., to annex an approximately 5-acre parcel into Kuna City limits with an R-6 zone, and subdivide the parcel into 18 single family, and four (4) common lots to create Saranda Subdivision. The site is located on W. Hubbard Road approximately 700 feet west of Kay Avenue, and currently addressed as 1105 W. Hubbard Road, Kuna, ID 83634



01 NW corner north.JPG



02 NWcorner east.JPG



03 NW corner south.JPG



04 NW corner west.JPG



05 NE corner north.JPG



06 NE corner east.JPG



07 NE corner south.JPG



08 NE corner west.JPG



09 SE corner north.JPG



10 SE corner east.JPG



11 SE corner south.JPG



12 SE corner west.JPG



13 SW corner north.JPG



14 SW corner east.JPG



15 SW corner south.JPG



16 SW corner west.JPG



17 North center north.JPG



18 North center east.JPG



19 North center south.JPG



20 North center west.JPG



25 East center north.JPG



26 East center east.JPG



27 East center south.JPG



28 East center west.JPG



29 West center north.JPG



30 West center east.JPG



31 West center south.JPG



32 West center west.JPG



# THE SONOMA 2539

58' WIDE 65' DEEP SIGNATURE COLLECTION



COTTAGE



TRADITIONAL



CRAFTSMAN



BUNGALOW

\*See printable flyer for all room conversion options. Additional options shown in red dots. We're always working to make our great floorplans even better. As a result, all floorplans are subject to change. Slight variations of window placement/popouts and floorplan may result due to elevation differences. Community specific requirements may cause elevation variations also. Room dimensions and ceiling heights are approximated based on main room-defining walls. Masonry subject to community standards specifics. Buyer's and buyer's agent to verify all room dimensions. See a CBH Sales Specialist for details. Marketed by CBH Sales & Marketing, Inc. RCE-923. Updated 4.07.17

# THE SUNDANCE 2710

40' WIDE 52' DEEP LEGACY COLLECTION



CRAFTSMAN



CLASSIC



TRADITIONAL



COTTAGE



BUNGALOW

\*See printable flyer for all room conversion options. Additional options shown in red dots. We're always working to make our great floorplans even better. As a result, all floorplans are subject to change. Slight variations of window placement/popouts and floorplan may result due to elevation differences. Community specific requirements may cause elevation variations also. Room dimensions and ceiling heights are approximated based on main room-defining walls. Masonry subject to community standards specifics. Buyer's and buyer's agent to verify all room dimensions. See a CBH Sales Specialist for details. Marketed by CBH Sales & Marketing, Inc. RCE-923. Updated 9.08.16

# THE CAPRI 1530

40' WIDE 55' DEEP SIGNATURE COLLECTION



MODERN



TRADITIONAL



CRAFTSMAN



COTTAGE



BUNGALOW



TUSCAN

\*See printable flyer for all room conversion options. Additional options shown in red dots. We're always working to make our great floorplans even better. As a result, all floorplans are subject to change. Slight variations of window placement/popouts and floorplan may result due to elevation differences. Community specific requirements may cause elevation variations also. Room dimensions and ceiling heights are approximated based on main room-defining walls. Masonry subject to community standards specifics. Buyer's and buyer's agent to verify all room dimensions. See a CBH Sales Specialist for details. Marketed by CBH Sales & Marketing, Inc. RCE-923. Updated 2.1.16



August 24, 2017

Notice is hereby given that the following action is under consideration by the City of Kuna:

<b>FILE NUMBER</b>	17-09-S (subdivision); 17-07-AN (annexation); 17-06-DR (Design Review): Saranda Subdivision
<b>PROJECT DESCRIPTION</b>	Applicant is proposing to annex an approximately 5.01-acre parcel into Kuna city limits with an R-6 zone, and subdivide the parcel into 18 single family and four (4) common lots; to create the <i>Saranda</i> residential subdivision.
<b>SITE LOCATION</b>	The site is located on W. Hubbard Road approximately 700 feet west of Kay Avenue, and is currently addressed as <b>1105 W. Hubbard Road, Kuna, ID 83634</b> APN #S1313212480
<b>APPLICANT/ REPRESENTATIVE</b>	Jane Suggs WH Pacific 9839 Cable Car Street 2141 W. Airport Way Boise, ID 83705 208.275.8729 <a href="mailto:jsuggs@whpacific.com">jsuggs@whpacific.com</a>
<b>SCHEDULED HEARING DATE</b>	<b>Tuesday, October 10, 2017</b> <b>6:00 p.m.</b>
<b>KUNA STAFF CONTACT</b>	Trevor Kesner, Planner II City of Kuna <a href="mailto:tkesner@kunaid.gov">tkesner@kunaid.gov</a> Phone: 922-5274 Fax: 922-5989
<p>We have included a Dropbox link below with the application items that were submitted to assist you with your consideration and responses. <b>No response within 15 business days will indicate you have no objection or concerns with this proposed project.</b> We would appreciate any information you can supply us as to how this action would affect the services you provide. The public hearing is at 6:00 p.m. or as soon thereafter as it may be heard located at Kuna City Hall 751 W. 4<sup>th</sup> Street, Kuna, ID 83634.</p>	

**From:** Brenda Saxton  
**To:** [Trevor Kesner](mailto:Trevor.Kesner)  
**Subject:** Re: Kuna Planning and Zoning Department - Request for Agency Comment for Development Application  
**Date:** Friday, August 25, 2017 3:06:52 PM

---

Hi Trevor,

It would be nice if they have a standing area for students at the entrance on Hubbard.

Thank you,  
 Brenda

On Fri, Aug 25, 2017 at 12:02 PM, Trevor Kesner <[tkesner@kunaid.gov](mailto:tkesner@kunaid.gov)> wrote:

Notice is hereby given that the following action is under consideration by the City of Kuna:

<b>FILE NUMBER</b>	17-09-S ( <b>subdivision</b> ); 17-07-AN ( <b>annexation</b> ); 17-06-DR ( <b>Design Review</b> ): Saranda Subdivision
<b>PROJECT DESCRIPTION</b>	Applicant is proposing to annex an approximately 5.01-acre parcel into Kuna city limits with an R-6 zone, and subdivide the parcel into 18 single family and four (4) common lots; to create the <i>Saranda</i> residential subdivision.
<b>SITE LOCATION</b>	The site is located on W. Hubbard Road approximately 700 feet west of Kay Avenue, and is currently addressed as <b>1105 W. Hubbard Road, Kuna, ID 83634</b>  APN #S1313212480
<b>APPLICANT/ REPRESENTATIVE</b>	Jane Suggs  WH Pacific  2141 W. Airport Way, Ste. 104  Boise, ID 83705  <a href="tel:208.275.8729">208.275.8729</a>  <a href="mailto:jsuggs@whpacific.com">jsuggs@whpacific.com</a>
<b>SCHEDULED HEARING DATE</b>	<b>Tuesday, October 10, 2017</b>  <b>6:00 p.m.</b>
<b>KUNA STAFF CONTACT</b>	Trevor Kesner, Planner II  City of Kuna  <a href="mailto:tkesner@kunaid.gov">tkesner@kunaid.gov</a>  Phone: 922-5274

Fax: 922-5989

We have included a Dropbox link below with the application items that were submitted to assist you with your consideration and responses. If you are unable to access Dropbox, please contact City staff for specific application documents or information necessary to respond. **No response within 15 business days will indicate you have no objection or concerns with this proposed project. If you require additional time to respond, please let us know.** We would appreciate any information you can supply us as to how this action would affect the services you provide. The public hearing is at 6:00 p.m. or as soon thereafter as it may be heard located at Kuna City Hall 751 W. 4<sup>th</sup> Street, Kuna, ID 83634.

DROPBOX LINK: <https://www.dropbox.com/sh/hope1vrmj1a517f/AAA0BH1IaCrmEaetijzt2SgHa?dl=0>

**Trevor Kesner, MCRP**

*Planner II*

KUNA PLANNING & ZONING DEPT.

[\(208\) 387-7731](tel:(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.



STATE OF IDAHO  
 DEPARTMENT OF ENVIRONMENTAL QUALITY  
 BOISE REGIONAL OFFICE  
 1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

## *DEQ Response to Request for Environmental Comment*

Date:	August 30, 2017
Agency Requesting Comments:	City of Kuna
Date Request Received:	August 25, 2017
Applicant/Description:	WH Pacific/17-09-S (Subdivision); 17-07-AN (Annexation); 17-06-DR (Design Review): Saranda Subdivision

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

### **1. Air Quality**

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

For questions, contact David Luft, Air Quality Manager, at 373-0550.

- IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

### **2. Wastewater and Recycled Water**

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

*All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.*

- *DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.*
- *DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

*For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.*

### **3. Drinking Water**

- *DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.*

*All projects for construction or modification of public drinking water systems require preconstruction approval.*

- *DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.*
- *If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.*
- *DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.*
- *DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

*For questions, contact Todd Crutcher, Engineering Manager at 373-0550.*

#### **4. Surface Water**

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

#### **5. Hazardous Waste And Ground Water Contamination**

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Page 4 of 4

*Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.*

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

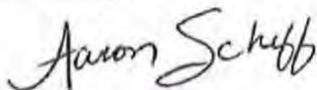
*For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.*

#### **6. Additional Notes**

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

*We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at 208-373-0550.*

Sincerely,



Aaron Scheff  
[aaron.scheff@deq.idaho.gov](mailto:aaron.scheff@deq.idaho.gov)  
Regional Administrator  
Boise Regional Office  
Idaho Department of Environmental Quality

ec: TRIM 2017AEK115



**IDAHO TRANSPORTATION DEPARTMENT**  
P.O. Box 8028  
Boise, ID 83707-2028

(208) 334-8300  
itd.idaho.gov

August 30, 2017

Trevor Kesner  
City of Kuna, Planning and Zoning Department  
P.O. Box 13  
Kuna, ID 83634

**VIA EMAIL**

**RE: 17-09-S, 17-07-AN, 17-06-DR**

The Idaho Transportation Department has reviewed the referenced annexation, subdivision, and design review applications by Jane Suggs with WHPacific for the Saranda Subdivision on a parcel located at 1105 West Hubbard Road, west of SH-69 milepost 4.07. ITD has the following comments:

1. This property does not abut the State highway system.
2. The City is reminded that the SH-69 corridor is already becoming congested and this project will increase the number of vehicle trips in the corridor. ITD currently has a signal listed in the Idaho Transportation Improvement Plan (ITIP) for construction at the intersection of SH-69 and Hubbard Road.
3. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
4. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant can contact the ITD District 3 Traffic Section at 334-8300 for more information.
5. ITD does not object to the annexation, subdivision, and design review applications for the construction of a subdivision on this parcel.

If you have any questions, you may contact Shona Tonkin at 334-8341 or me at 332-7190.

Sincerely,

Ken Couch  
Development Services Coordinator  
Ken.Couch@itd.idaho.gov

Exhibit  
B-3



# CENTRAL DISTRICT HEALTH DEPARTMENT

## Environmental Health Division

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

Rezone # 17-07-AN

Conditional Use # \_\_\_\_\_

Preliminary / Final / Short Plat 17-09-S

RECEIVED

SEP 05 2017

CITY OF KUNA

*Saranda*

- 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: *Lowery*  
 \_\_\_\_\_ Date: 8/28/17

Exhibit  
**B-4**

**BRIAN McDEVITT**  
CHAIRMAN OF THE BOARD

**RICHARD DURRANT**  
VICE CHAIRMAN OF THE BOARD

**TIMOTHY M. PAGE**  
PROJECT MANAGER

**ROBERT D. CARTER**  
ASSISTANT PROJECT MANAGER

**APRYL GARDNER**  
SECRETARY-TREASURER

**JERRI FLOYD**  
ASSISTANT SECRETARY-TREASURER

# BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD  
BOISE, IDAHO 83705-3155

RECEIVED  
SEP 05 2017  
CITY OF IDAHO

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

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

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

30 August 2017

City of Kuna  
751 W. 4th street  
Kuna, Idaho 83634

RE: Saranda Subdivision APN- #S131321480  
1105 W. Hubbard Rd  
New York Irrigation District NY-150-004-00  
Kuna Canal 168+40  
Sec. 07, T2N, R1E, BM.

Trevor Kesner, PlannerII:

The United States' Kuna Canal lies within the boundary of the above-mentioned location. The easement for this lateral is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this lateral. We assert the federal easement 28 feet northeasterly and 25 feet southwesterly of the lateral's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

Please note the appropriate easements on all future preliminary/final plats.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the lateral is dewatered. In any case no work shall take place

within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Fencing (as may be required) must be constructed just off the canal easement, to insure public safety and prevent encroachments.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

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

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Whereas this property lies within the New York Irrigation District it is important that representatives of this development contact the NYID office as soon as possible to discuss the pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.

Boise Project Board of Control must receive a written response from the New York Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Thomas Ritthaler  
Management/GIS

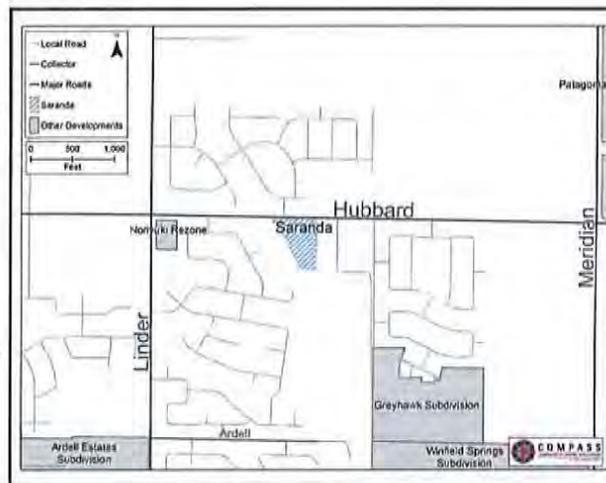
tbr/tr

cc: Clint McCormick      Watermaster, Div; 2 BPBC  
Terri Hasson              Secretary – Treasurer, NYID  
File

# Communities in Motion 2040 Development Checklist

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this checklist as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. CIM 2040 was developed through a collaborative approach with COMPASS member agencies and adopted by the COMPASS Board on **July 21, 2014**.

This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals, objectives, and performance measures. A checklist user guide is available [here](#); and more information about the CIM 2040 goals can be found [here](#); and information on the CIM 2040 Vision can be found [here](#).



[Click for detailed map.](#)

**Name of Development:** Saranda Subdivision

**Summary:** 18 residential units southeast of the intersection of Hubbard Road and Linder Road. This proposal meets 8 CIM 2040 checklist items and does not meet 13 items. This proposal exceeds forecasted growth in the neighborhood. Infrastructure may not be able to support additional transportation needs without improvements or demand management strategies. Consider a paved multi-use pathway along the Kuna Canal per the Kuna Master Plan.

### Land Use

In which of the [CIM 2040 Vision Areas](#) is the proposed development? (Goal 2.1)?

- Downtown
- Employment Center
- Existing Neighborhood
- Foothills
- Future Neighborhood
- Mixed Use
- Prime Farmland
- Rural
- Small Town
- Transit Oriented Development

Yes  No  N/A The proposal is within a CIM 2040 Major Activity Center. (Goal 2.3)

### Neighborhood (Transportation Analysis Zone) Demographics

Existing		Existing TAZ + Proposal		2040 Forecast	
Households	Jobs	Households	Jobs	Households	Jobs
256	15	310	15	267	28

Yes  No  N/A The number of jobs and/or households in this development is consistent with jobs/households in the CIM 2040 Vision in this neighborhood. (Goal 2.1)

### Area (Adjacent Transportation Analysis Zone) Demographics

Existing		Existing TAZs + Net Proposed		2040 Forecast	
Households	Jobs	Households	Jobs	Households	Jobs
1,220	233	2,707	233	2,933	925

Yes  No  N/A The number of jobs and/or households in this development is consistent with jobs/households in the CIM 2040 Vision in this area. (Goal 2.1)



More information on COMPASS and *Communities in Motion 2040* can be found at:

[www.compassidaho.org](http://www.compassidaho.org)

Email: [info@compassidaho.org](mailto:info@compassidaho.org)

Telephone: (208) 475-2239

Exhibit B-6



**COMPASS**  
COMMUNITY PLANNING ASSOCIATION  
of Southwest Idaho

## Communities in Motion 2040 Development Checklist

### Transportation

- Attached**  **N/A** An Area of Influence Travel Demand Model Run is attached.
- Yes**  **No**  **N/A** There are relevant projects in the current Regional [Transportation Improvement Projects](#) (TIP) within one mile of the development.

**Comments:** Intersection improvements at intersection of Hubbard and Hwy 69 2018 \$970K

- Yes**  **No**  **N/A** The proposal uses appropriate access management techniques as described in the [COMPASS Access Management Toolkit](#).

**Comments:** Provides stub roads to adjacent properties. Work with ACHD on access locations.

- Yes**  **No**  **N/A** This proposal supports Valley Regional Transit's [valleyconnect](#) plan. See [Valley Regional Transit Amenities Development Guidelines](#) for additional detail.

**Comments:** Not within valleyconnect planning area, no bus stops planned in proximity to site.

The **Complete Streets Level of Service (LOS) scoring** based on the proposed development will be provided on an separate worksheet (**Goals [1.1](#), [1.2](#), [1.3](#), [1.4](#), [2.4](#)**):

- Attached**  **N/A** Complete Streets LOS scorecard is attached.
- Yes**  **No**  **N/A** The proposal maintains or improves current automobile LOS.
- Yes**  **No**  **N/A** The proposal maintains or improves current bicycle LOS.
- Yes**  **No**  **N/A** The proposal maintains or improves current pedestrian LOS.
- Yes**  **No**  **N/A** The proposal maintains or improves current transit LOS.
- Yes**  **No**  **N/A** The proposal is in an area with a [Walkscore](#) over 50.

### Housing

- Yes**  **No**  **N/A** The proposal adds [compact housing](#) over seven residential units per acre. (**Goal [2.3](#)**)
- Yes**  **No**  **N/A** The proposal is a mixed-use development or in a mixed-use area. (**Goal [3.1](#)**)
- Yes**  **No**  **N/A** The proposal is in an area with lower transportation costs than the [regional average](#) of 26% of the median household income. (**Goal [3.1](#)**)
- Yes**  **No**  **N/A** The proposal improves the jobs-housing balance by providing housing in employment-rich areas. (**Goal [3.1](#)**)

### Community Infrastructure

- Yes**  **No**  **N/A** The proposal is infill development. (**Goals [4.1](#), [4.2](#)**)
- Yes**  **No**  **N/A** The proposal is within or adjacent to city limits. (**Goals [4.1](#), [4.2](#)**)
- Yes**  **No**  **N/A** The proposal is within a city area of impact. (**Goals [4.1](#), [4.2](#)**)

### Health

- Yes**  **No**  **N/A** The proposal is within 1/4 mile of a transit stop. (**Goal [5.1](#)**)
- Yes**  **No**  **N/A** The proposal is within 1/4 mile of a public school. (**Goal [5.1](#)**)
- Yes**  **No**  **N/A** The proposal is within 1/4 mile of a grocery store. (**Goal [5.1](#)**)
- Yes**  **No**  **N/A** The proposal is within 1 mile of a park and ride location. (**Goal [5.1](#)**)

### Economic Development

- Yes**  **No**  **N/A** The proposal improves the jobs-housing balance by providing employment in housing-rich areas. (**Goal [3.1](#)**)
- Yes**  **No**  **N/A** The proposal provides grocery stores or other retail options for neighborhoods within 1/2 mile. (**Goal [6.1](#)**)

### Open Space

- Yes**  **No**  **N/A** The proposal is within a 1/4 mile of a public park. (**Goal [7.1](#)**)
- Yes**  **No**  **N/A** The proposal provides at least 1 acre of parks for every 35 housing units. (**Goal [7.1](#)**)

### Farmland

- Yes**  **No**  **N/A** The proposal is outside "Prime Farmland" in the CIM 2040 Vision. (**Goals [4.1](#), [8.2](#)**)
- Yes**  **No**  **N/A** The proposal is outside prime farmland. (**Goal [8.2](#)**)

## Communities in Motion 2040 Complete Streets Scorecard

The purpose of this checklist is to provide a tool for local governments to evaluate whether land developments are in accordance with the goals of *Communities in Motion 2040* (CIM 2040). Complete Streets Level of Service (LOS) refers to the multimodal (automobile, bicycle, pedestrian, and transit) experience and grades a roadway (A-F) for each mode. COMPASS conducts Complete Streets Level of Service (CSLOS) analysis for developments on arterial roads.



	Mode	Existing	With detached sidewalk and bicycle lane
		Link LOS	Link LOS
Hubbard Road	Transit	F	F
Linder Road to Meridian Road	<b>Bike</b>	<b>D</b>	<b>A</b>
	<b>Ped</b>	<b>E</b>	<b>B</b>
Highway Capacity Manual 2010 Methodologies			

**Walkscore: 7 Car Dependent.** Walkscore is a walkability index that assigns a numerical walkability on a scale from 0 - 100 based on walking routes to destinations such as grocery stores, schools, parks, restaurants, and retail. Scores of 50 or higher are considered at least "Somewhat Walkable" while scores less than 50 are "Car-Dependent."

More information on  
COMPASS and  
*Communities in Motion*  
2040 can be found at:



[www.compassidaho.org](http://www.compassidaho.org)



**COMPASS**  
COMMUNITY PLANNING ASSOCIATION  
of Southwest Idaho



**CITY OF KUNA**  
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## MEMORANDUM

**TO:** Director of Kuna Planning and Zoning

**FROM:** Prepared for the Kuna Public Works Director  
Michael L. Borzick  
GIS Manager

**RE:** Saranda Subdivision  
South of Hubbard Road and Saratov Avenue  
17-09-S, 17-07-AN, 17-06-DR  
Subdivision, Annexation, Design Review

**DATE:** September 7<sup>th</sup>, 2017

The GIS Manager has reviewed the Preliminary Plat request of the above applicant dated August 24, 2017. It is noted that the request and application do provide a detailed narrative description or plan for development of the site and comments will be structured accordingly.

### 1. Sanitary Sewer System

- a) The City has sufficient sewer treatment capacity to serve this site. The Sewer Master Plan for disposal of wastewater from this area proposes discharge is split between the Danskin Lift Station and a future regional lift station along Mason Creek. Preliminary investigations have concluded that all wastewater flows from this project could be routed to the Danskin Lift Station for ultimate treatment at the North Wastewater Treatment facility. This site is not presently connected to the city system and would be subject to connection fees for the demand of the ultimate connected load as provided in the City's Standard Table.
- b) This property was included in Local Improvement District 2006-1 but never satisfied its obligations to the District and consequently does not have reserved treatment capacity. Treatment capacity may be secured for this site only from those who have reserved capacity or from capacity not reserved and upon payment of appropriate fees.



- c) There are 2 points to intercept the gravity mains (18-inch) one of which is located in Hubbard Road at the entrance to Timbermist Subdivision. The other is towards the eastern portion of this project but in the southern ¼ of Hubbard Road. Both manholes are +22' and either location is acceptable to the City for connection.
- d) Specific recommendations of note are as follows:
  - 1) City Code (6-4-2O) requires connection to the City sewer system for all sanitary sewer needs.
  - 2) For any connected load, it is recommended this application be conditioned to conform to the sewer master plan except as recommended otherwise in 1.a above.
  - 3) At all reasonable locations where sewer service could be extended to adjoining properties, sewer mains should be stubbed to the property line or extended in right-of-way adjacent to the project. This applies to the 8-inch sewer main which should be extended to the east boundary of Saranda Subdivision.
- e) For assistance in locating existing facilities and understanding issues associated with the Master Plan and connection, please contact the GIS Manager 287-1726.

## 2. Potable Water System

- a) The City has sufficient potable water supply to serve this site. This site is not connected to the city system and would be subject to connection fees for the demand of the ultimate connected load as provided in the City's Standard Table.
- b) The nearest available water main (12-inch) is located in the Hubbard rights-of-way adjacent to the project.
- c) Water supply capacity is available for this site upon payment of appropriate fees. Specific recommendations of note are as follows:
  - 1) City Code (6-4-2X) requires connection to the City water system for all potable water needs.
  - 2) For any connected load, it is recommended this application be conditioned to conform to the water master plan. Specifically, a 12-inch water main that is existing in Hubbard Street fronting the project.
  - 3) 8-inch water mains should be installed by developer in internal subdivision streets.
  - 4) At least an 8-inch water main should be stubbed by developer to the property line on east of this project.
- d) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
- e) For assistance in locating existing facilities and understanding issues associated with connection, please contact the GIS Manager 287-1726.
- f) Please verify there is adequate separation between potable water service lines and all non-potable water lines (storm drains, gravity irrigation, sewer services, etc.).

## 3. Pressure Irrigation

- a) The applicant's property is not connected to the City pressure irrigation system. The nearest pressure main (10-inch) is located in Hubbard Road adjacent to this project.
- b) The development is subject to connection fees based on number of dwellings and lot size for the residential area and based on ultimate landscaped area for the common lots, as provided in City Resolutions.
- c) Irrigation supply capacity is available for this site upon payment of appropriate fees. Specific recommendations of note are as follows:
  - 1. Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2I) and the public interest and is not accounted for in the approved Water Master Plan. It is recommended this

project be conditioned to require connection and annexation to the City Pressure Irrigation system at the time of development.

2. For any connected load, it is recommended this application be conditioned to conform to the Pressure Irrigation Master Plan. The Master Plan designates the providing of 10-inch trunk lines in Hubbard frontages where they don't presently exist. Having an existing 10" already constructed on the north side of Hubbard by Timbermist this developer could size that frontage line so that it can adequately serve this project.
  3. It is further recommended that annexation into the municipal irrigation district and pooling of water rights is a requirement at the time of final platting.
  4. It is recommended that conformity with approved City PI standards is required, including the providing of adequately sized internal loop lines.
- d) For assistance in locating existing facilities and understanding issues associated with connection, please contact the GIS Manager 287-1726.

#### **4. Grading, Gravity Irrigation, Drainage**

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

#### **5. General**

At the time of, or prior to development:

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

## 6. Inspection Fees

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

## 7. Right-of-Way

Sufficient full and half right-of-way on section and quarter lines for arterial and collector streets shall be provided and developed pursuant to City, and ACHD standards. In this instance, the site fronts on portions of Hubbard, which is considered a classified street. The recommendations of the City are as follows:

- a) The right-of-way for local public streets is recommended to match the city's adopted typology standard for "local residential" of 51' instead of 50' for all internal streets.
- b) The right-of-way for classified streets is recommended to comply with the City Standard or the ACHD standard, whichever is greater, with City standards as follows (KCC 6-3-4):  
W. Hubbard Road (Section Line) – 48.5 feet half width minimum
- c) Residential Easements – City Code (6-3-8) requires the providing of 10-foot front and back lot line easements and side-lot easements, as necessary. The City recommends the following:
  - a. 10-foot minimum subdivision boundary easement – 5' on phase lines if no public utilities or irrigation lines are within said easement;
  - b. 10-foot minimum street frontage easement for public utilities and irrigation;
  - c. 10-foot back lot line easement as required in code for irrigation only unless otherwise needed;
  - d. 5-foot side lot line easement as required in code for irrigation only unless otherwise needed;
- e) It is recommended approaches onto section line streets comply with ACHD approach policies and generally are as far as practical from adjacent intersections.
- f) Curb and Gutter – City Code (6-4-2C) requires the installation of curb and gutter: vertical curb on classified streets (Hubbard) and either rolled or vertical elsewhere. The documents submitted with the application show an intent to construct curb and gutter as required. The City recommends compliance with City Code.
- g) Street Drainage – The application includes some facilities for handling storm drainage from local streets. The documents submitted with the application show an intent to construct storm drainage facilities as required. The City recommends compliance with ACHD policies.
- h) Sidewalk - City Code (6-4-2Q) requires the installation of sidewalk on all local streets and the highway. The documents submitted with the application show an intent to construct sidewalk as required. The City recommends compliance with City Code.
- i) Entrances/Approaches – The application proposes entrances from S. Saratov Avenue onto W. Hubbard Road. The City concurs with the entrances proposed.

## 8. As-Built Drawings

As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes, but will not be responsible for the finished product. As-built drawings will be required as a condition of final platting.

## 9. Property Description

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

We look forward to working with you on this project. If we may be of further assistance, feel free to contact me at 287-1726.

Sincerely,

*Michael L Borzick*

Michael L Borzick  
GIS Manager



**Project/File:** Saranda/ KPP17-0010/ 17-09-S/17-07-AN/17-06-DR  
This is an annexation, rezone, design review, and subdivision application consisting of 18 single family lots on 5 acres, located west of Kay Avenue on the south side of Hubbard Road.

**Lead Agency:** City of Kuna  
**Site address:** 1105 W. Hubbard Road  
**Staff Approval:** September 21, 2017  
**Applicant:** Jane Suggs  
WH Pacific  
2141 W. Airport Way, Ste. 104  
Boise, ID 83705  
**Staff Contact:** Dawn Battles  
Phone: 387-6218  
E-mail: [dbattles@achdidaho.org](mailto:dbattles@achdidaho.org)



## A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of an annexation, rezone, design review, and subdivision application for Saranda Subdivision. The proposed residential development consists of 18 single family lots with 4 common lots on 5 acres, located west of Kay Avenue on the south side of Hubbard Road. The property is proposed to be rezoned from RR to R-6, and is consistent with the City of Kuna's comprehensive plan.

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

Direction	Land Use	Zoning
North	Medium Density Residential & Rural Residential	R-4 & RR
South	Rural Residential	RR
East	Rural Residential	RR
West	Rural Residential	RR

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

- Ardell Estates, a 261 single family lot development is in various phases of development, located southwest of the site was approved by ACHD in August 2015.
- Timbermist Subdivision, a 211-lot residential development, located north of the site, and was approved by ACHD June 2014.
- Patagonia Subdivision, a 470-lot residential development, located east of the site, was approved by ACHD October 2014.



- Greyhawk Subdivision, a 335-lot residential development, located east of the site is in various phases of development and was approved by ACHD September 2006.
  - Arbor Ridge, a mixed use development is in various phases of development, located west of the site was approved by ACHD in September 2002.
4. **Transit:** Transit services are not available to serve this site.
  5. **New Center Lane Miles:** The proposed development includes 0.15 centerline miles of new public roadway.
  6. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.
  7. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
    - The intersection of Linder Road and Deer Flat Road is scheduled in the IFYWP to be widened to 5-lanes on the north leg, 4-lanes on the south, 5-lanes east, and 5-lanes on the west leg, and reconstructed/signalized in 2020.
    - The intersection of Hubbard Road and State Highway 69 (Meridian Road) is listed in the CIP to be widened to 6-lanes on the north leg, 5-lanes on the south, 4-lanes east, and 3-lanes on the west leg, and signalized between 2031 and 2035.
    - The intersection of Hubbard Road and Ten Mile is listed in the CIP to be widened to 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, and constructed as a single lane roundabout between 2031 and 2035.

## **B. Traffic Findings for Consideration**

1. **Trip Generation:** This development is estimated to generate 162 additional vehicle trips per day (10 existing); 17 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 9<sup>th</sup> edition.
2. **Condition of Area Roadways**  
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Existing Plus Project
**State Highway 69/Meridian Road	0-feet	Principal Arterial	1,359	N/A	N/A
Hubbard Road	542-feet	Minor Arterial	267	Better than "E"	Better than "E"
Linder Road	0-feet	Minor Arterial	403	Better than "E"	Better than "E"
Deer Flat Road	0-feet	Minor Arterial	627	Better than "E"	Better than "E"

\* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

\* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH)

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

3. **Average Daily Traffic Count (VDT)**  
*Average daily traffic counts are based on ACHD's most current traffic counts.*

- The average daily traffic count for SH 69 (Meridian Road) south of Columbia was 21,456 on March 23, 2017.
- The average daily traffic count for Hubbard Road east of Linder Road was 3,076 on January 19, 2016.
- The average daily traffic count for Linder Road north of Deer Flat Road was 7,053 on March 22, 2017.
- The average daily traffic count for Deer Flat Road west of SH 69 (Meridian Road) was 8,918 on July 27, 2016.

## C. Findings for Consideration

### 1. Hubbard Road

- a. **Existing Conditions:** Hubbard Road is improved with 2-travel lanes, 20-feet to 33-feet of pavement, 11-foot gravel shoulder and no curb, gutter or sidewalk abutting the site. There is between 50 to 70-feet of right-of-way for Hubbard Road (22-feet to from centerline).

There is an existing unpaved 13-foot wide driveway located approximately 466-feet west of Russell Lane (measured centerline-to-centerline).

- b. **Policy:**

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

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

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

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

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

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

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

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

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-

of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

**Frontage Improvements Policy:** District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

**Minor Improvements Policy:** District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

**ACHD Master Street Map:** ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Hubbard Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is proposing to construct a 5-foot wide detached sidewalk along Hubbard Road abutting the site.

The applicant is proposing to close the existing unpaved 13-foot wide driveway with 5-foot wide detached concrete sidewalk.

- d. **Staff Comments/Recommendations:** Hubbard Road is designated as a future 3-lane arterial roadway. Therefore, the applicant should be required to dedicate additional right-of-way to total 37-feet from centerline on Hubbard Road abutting the site.

Consistent with ACHD's Frontage Improvement policy, the applicant should be required to widen the pavement on Hubbard Road to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder abutting the site.

The applicant's proposal to construct a 5-foot wide detached sidewalk on Hubbard Road abutting the site should be approved, as proposed. The applicant should locate the sidewalk a minimum 30-foot from centerline to face of sidewalk and provide a permanent right-of-way easement for any public sidewalk constructed outside of the dedicated right-of-way.

The applicant's proposal to close the existing unpaved 13-foot wide driveway on Hubbard Road with 5-foot wide sidewalk should be approved, as proposed.

## 2. Internal Streets

- a. **Existing Conditions:** There are no local streets internal to the site.

- b. **Policy:**

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

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

**Standard Urban Local Street—36-foot to 33-foot Street Section and Right-of-way Policy:** District Policy 7207.5.2 states that the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This

street section shall include curb, gutter, and minimum 5-foot concrete sidewalks on both sides and shall typically be within 50-feet of right-of-way.

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

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

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

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

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

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

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

- c. **Applicant's Proposal:** The applicant is proposing to construct the internal streets as 36-foot street sections with curb, gutter and 5-foot wide sidewalk within 50-feet of right-of-way.

The applicant is proposing to construct one cul-de-sac located approximately 240-feet from Hubbard Road (measured centerline-to-centerline).

The applicant is proposing to construct a knuckle at the intersection of Saratov Way and Rhonda Street.

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

The applicant should construct the cul-de-sac with a minimum turning radius of 45-feet.

### 3. Roadway Offsets

- a. **Existing Conditions:** There are no roadway offsets within the site.  
b. **Policy:**

**Local Street Intersection Spacing on Principal Arterials:** District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 1,320-feet as measured from all other existing roadways as identified in Table 1b (7205.4.7).

- c. **Applicant's Proposal:** The applicant is proposing to construct a new local roadway, Saratov Way, located 1080-feet west of Kay Avenue, to intersect Hubbard Road from the site, in alignment with Saratov Avenue to the north.
- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet District offset policy because the new local street does not meet the minimum offset standard from Kay Avenue. The site does not have access to a lesser classified street and there is not enough frontage to meet the minimum offset requirement. Therefore, staff recommends a modification of policy to allow Saratov Way to be located as proposed because it is in alignment with Saratov Avenue to the north. This is a 33-percent modification to the dimensional standard and is approved at the Manager's discretion.

#### 4. Stub Streets

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

- b. **Policy:**

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

In addition, stub streets must meet the following conditions:

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

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

- c. **Applicant Proposal:** The applicant is proposing to construct a stub street, Rhonda Street, to the east property line.
- d. **Staff Comments/Recommendations:** The applicant's proposal to construct a stub street, Rhonda Street, to the east property line meets District policy and should be approved as proposed. The applicant should be required to install a sign at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." A temporary turnaround is not required at the east property line because the applicant is constructing a knuckle at the Saratov/Rhonda Street intersection.

#### 5. Tree Planters

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

## 6. Landscaping

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

## 7. Other Access

Hubbard Road is classified as a minor arterial roadway. Other than the access specifically approved with this application, direct lot access is prohibited to this roadway and should be noted on the final plat.

## D. Site Specific Conditions of Approval

1. Dedicate additional right-of-way to total 37-feet from centerline on Hubbard Road abutting the site.
2. Widen the pavement on Hubbard Road to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder abutting the site.
3. Construct a 5-foot wide detached sidewalk along Hubbard Road abutting the site. Locate the sidewalk a minimum 30-feet from centerline to face of sidewalk and provide a permanent right-of-way easement for any public sidewalk constructed outside of the dedicated right-of-way.
4. Close the existing 13-foot wide driveway on Hubbard Road with 5-foot wide detached concrete sidewalk.
5. Construct the internal streets as 36-foot street sections with curb, gutter and 5-foot wide sidewalk within 50-feet of right-of-way.
6. Construct the cul-de-sac located 240-feet from Hubbard Road with a minimum turning radius of 45-feet.
7. Construct a knuckle at the intersection of Saratov Way and Rhonda Street.
8. Construct a new local roadway, Saratov Way, to intersect Hubbard Road from the site, in alignment with Saratov Avenue to the north.
9. Construct a stub street to the east property line as proposed. Install signage at the terminus of Rhonda Street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."
10. Payment of impact fees is due prior to issuance of a building permit.
11. Comply with all Standard Conditions of Approval.

## E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

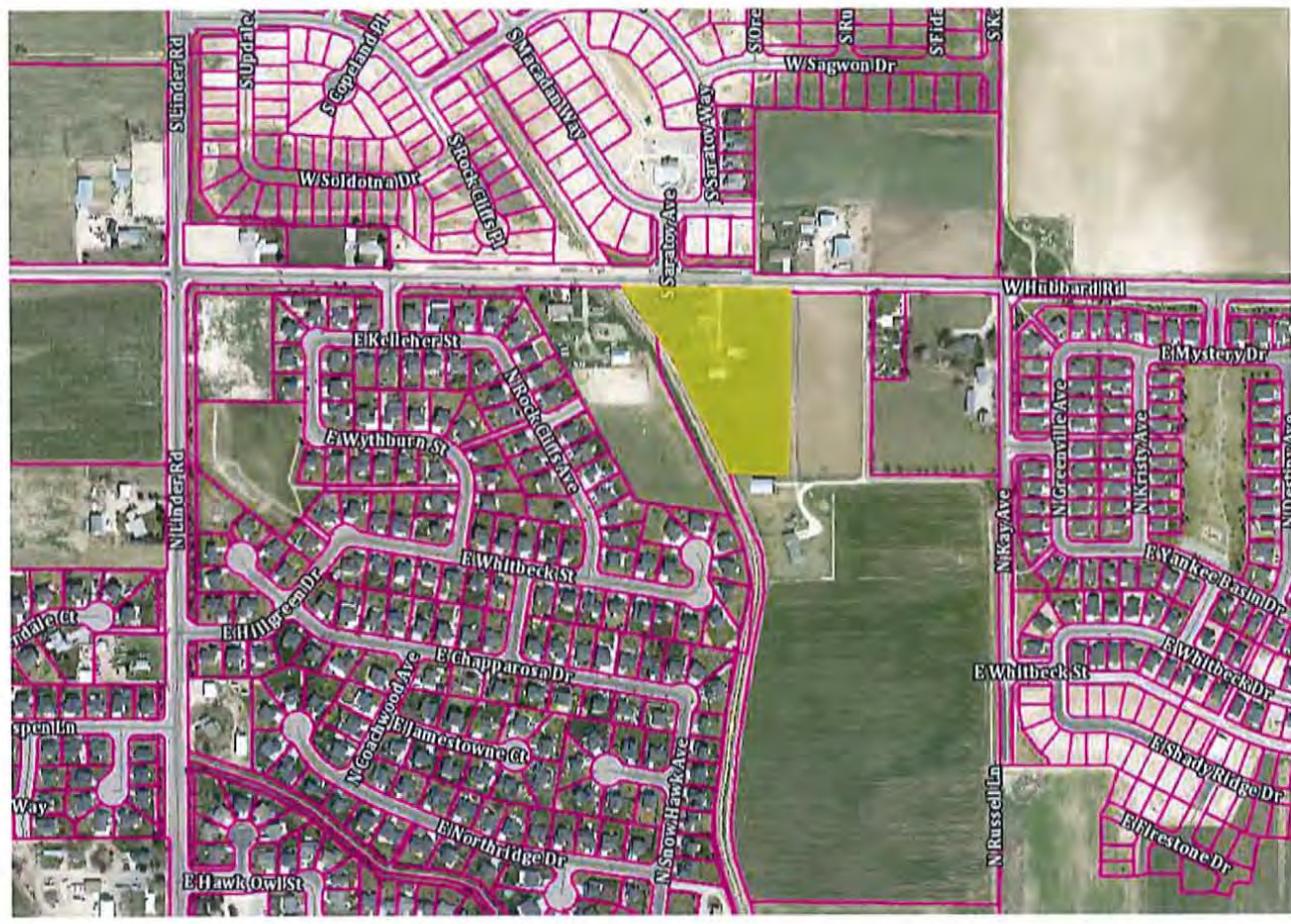
## **F. Conclusions of Law**

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

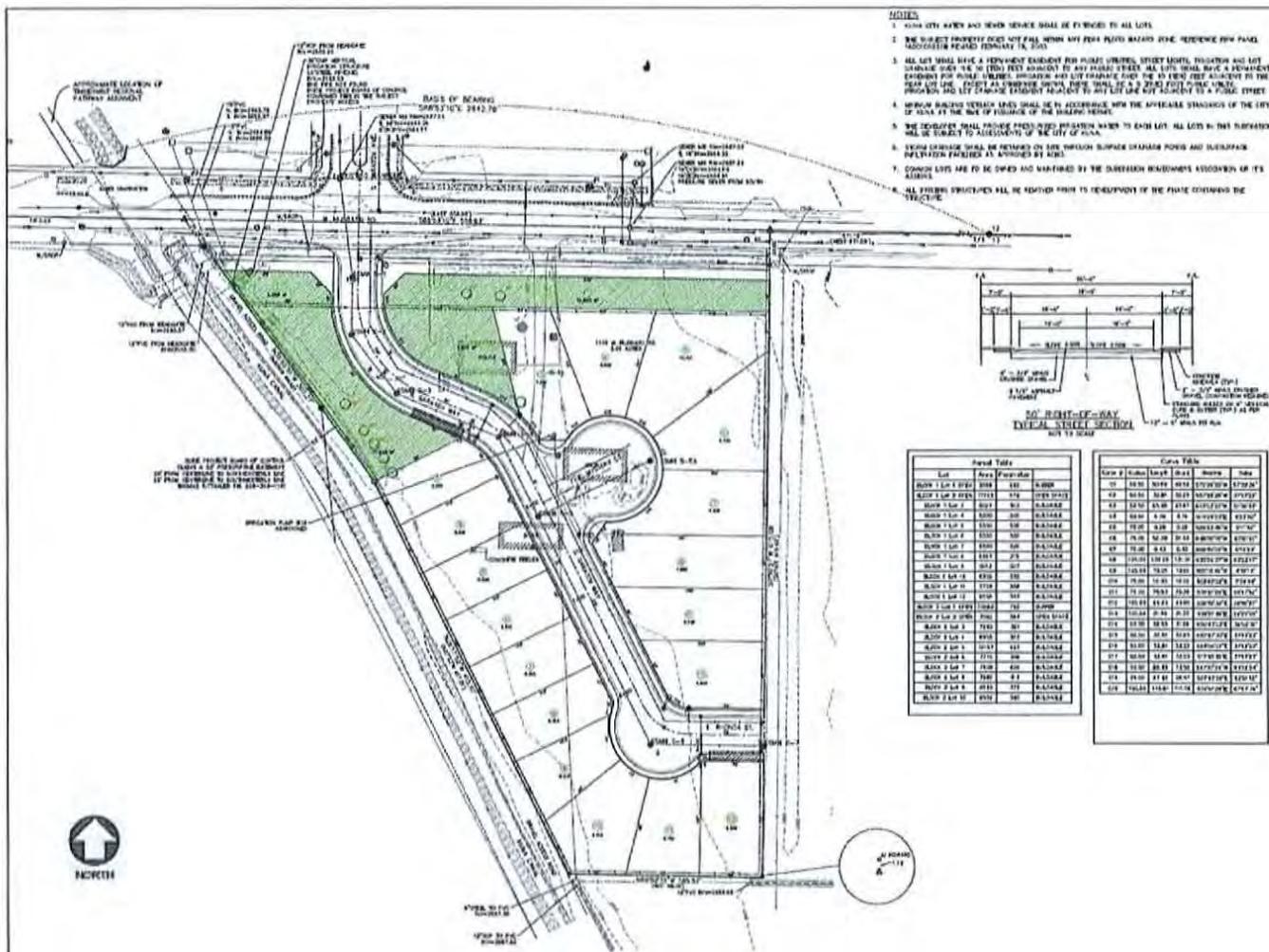
## **G. Attachments**

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

VICINITY MAP



# SITE PLAN



**From:** [Trevor Kesner](#)  
**To:** "Brad Waters"  
**Cc:** "Jane Suggs"; [Wendy Howell](#)  
**Subject:** RE: Saranda Subdivision 1105 W. Hubbard Rd  
**Date:** Tuesday, October 3, 2017 1:41:00 PM  
**Attachments:** [LS\\_color\\_rendering.pdf](#)  
[DSCF0656.jpg](#)

---

Greetings Mr. Waters:

I wanted to let you know that Planning & Zoning staff have received your email, and we will include this correspondence in the Commissioners' packet for next Tuesday's hearing.

I appreciate you taking the time to respond to the mailed notification.

I have attached a copy of the Landscaping Plan that was submitted by the applicant. You will be pleased to know that a 6-foot vinyl fence is proposed to be installed along the perimeter of the Saranda development as it abuts your property.

In fact, the City requires developers to install permanent fencing along the outer perimeter of all new subdivisions (with the exception of those portions that feature common space or a park area that is accessible from the street).

If you have any other questions about the Saranda development, please feel free to contact me anytime.

Best regards,

**Trevor Kesner, MCRP**

*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.

**From:** Brad Waters [mailto:[bwaters121314@gmail.com](mailto:bwaters121314@gmail.com)]

**Sent:** Tuesday, October 3, 2017 12:21 PM

**To:** Trevor Kesner <[tkesner@kunaid.gov](mailto:tkesner@kunaid.gov)>

**Subject:** Saranda Subdivision 1105 W. Hubbard Rd

To: Planning and Zoning members/commission

The Saranda Subdivision borders my property to the North and West. I'm requesting that the Developer install a six feet vinyl fence on that North and West border adjoining my property.

I made the mistake of not request this on the Chapparosa development several years back and life outside has been like being in a fish bowl every since. Thank you Brad Waters 197 W. Hubbard Rd Kuna ID. 83634



Virus-free. [www.avast.com](http://www.avast.com)

Zoning  
10, 2017

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MAILED 09/12/2017

In all correspondence concerning this case, please refer to the following case number(s): 17-09-S (Subdivision); 17-07-AN (Annexation); 17-06-DR (Design Review): Saranda Subdivision

**From:** [Trevor Kesner](#)  
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**Cc:** "Jane Suggs"; [Wendy Howell](#)  
**Subject:** RE: Saranda Subdivision 1105 W. Hubbard Rd  
**Date:** Tuesday, October 3, 2017 1:41:00 PM  
**Attachments:** [LS\\_color\\_rendering.pdf](#)  
[DSCF0656.jpg](#)

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Best regards,

**Trevor Kesner, MCRP**

*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**

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Virus-free. [www.avast.com](http://www.avast.com)

MORINO RICHARD E  
MORINO KRISTI  
855 W HUBBARD RD  
MERIDIAN, ID 83642-0000

HORTON ROBERT P  
935 W HUBBARD RD  
MERIDIAN, ID 83642-7115

VIPER INVESTMENTS LLC  
1977 E OVERLAND RD  
MERIDIAN, ID 83642-0000

PAYNE JUDITH E  
1285 W HUBBARD RD  
MERIDIAN, ID 83642-0000

JAGARD DENNIS S  
2693 N LORTON PL  
KUNA, ID 83634-0000

POWELL INVESTMENTS LLC  
690 W RIODOSA DR  
MERIDIAN, ID 83642-0000

MCCUE JAMES W  
MCCUE LISA A  
8876 S PINOVA AVE  
KUNA, ID 83634-0000

LEE LIN TAT CHARLES  
LEE PEI FANG  
2852 N ROCK CLIFFS AVE  
KUNA, ID 83634-0000

COTTERELL JOSEPH W  
COTTERELL ALICIA M  
2838 N ROCK CLIFFS AVE  
KUNA, ID 83634-0000

DOWNS JON  
DOWNS HOLLI  
2694 N ROCK CLIFFS AVE  
KUNA, ID 83634-0000

TIMBERMIST HOA INC  
3103 W SHERYL DR STE 100  
MERIDIAN, ID 83642-0000

TOLL ID I LLC  
250 GIBRALTAR RD  
HORSHAM, PA 19044-0000

SCHULTSMEIER PROPERTIES LLC  
8393 SOUTHSIDE BLVD  
NAMPA, ID 83686-0000

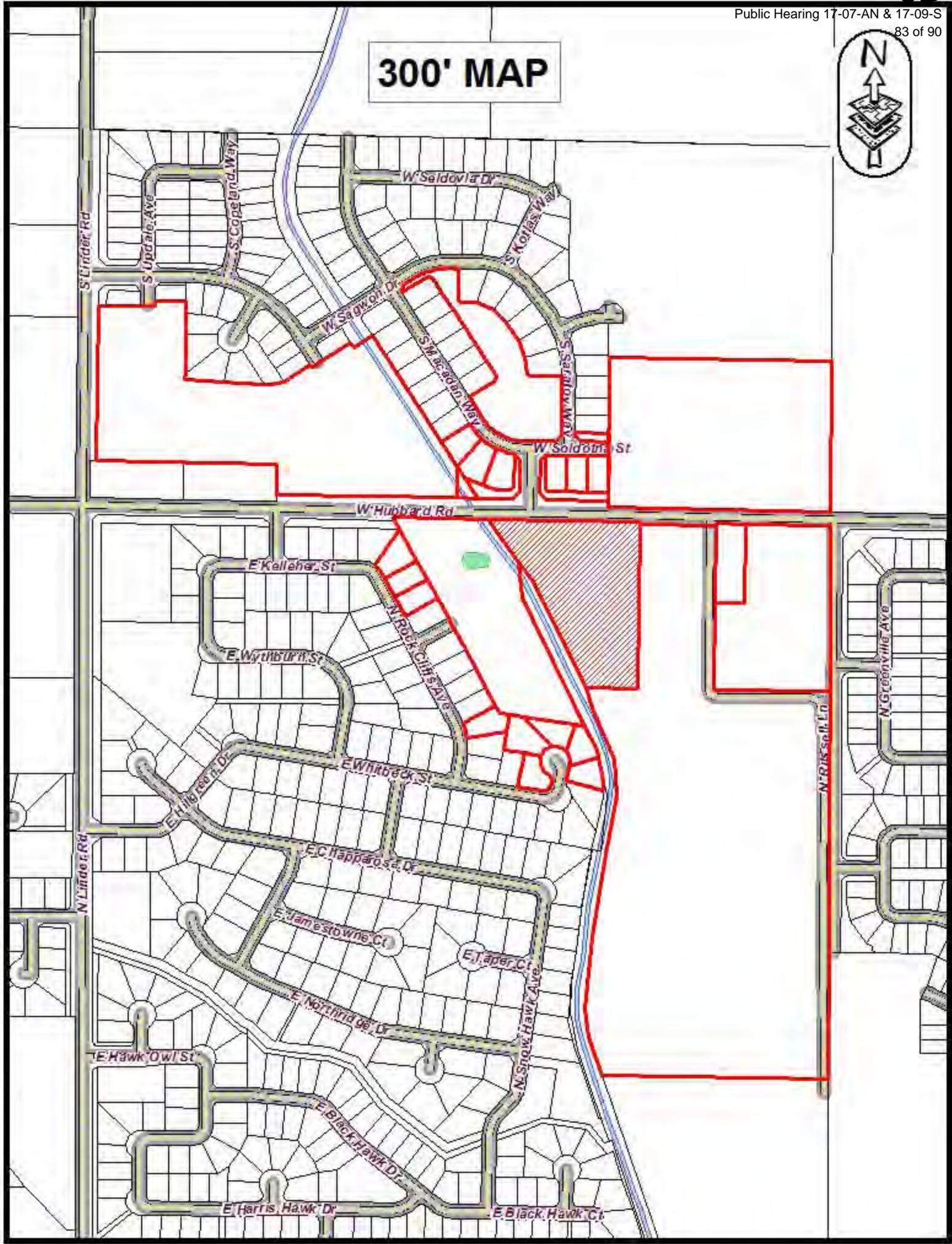
CONNER STACY D  
492 E WHITEBECK ST  
KUNA, ID 83634-0000

ADAMS CLINTON L  
ADAMS SYNDEE L  
2698 N LORTON PL  
KUNA, ID 83634-0000

WATERS BRADFORD A  
197 W HUBBARD RD  
KUNA, ID 83634-0000

VARGAS AL & NANCY TRUST  
VARGAS ALFRED TRUSTEE  
2874 N ROCK CLIFFS AVE  
KUNA, ID 83634-0000

# 300' MAP





CITY OF KUNA  
**PLANNING & ZONING DEPARTMENT**  
 PO Box 13 • 751 W. 4<sup>th</sup> St • Kuna, Idaho • 83634  
 Phone (208) 922-5274 • Fax: (208) 922-5989  
 www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN: The Kuna City Council is scheduled to hold a public hearing on **November 21, 2017 beginning at 6:00 pm** concerning the following application(s):

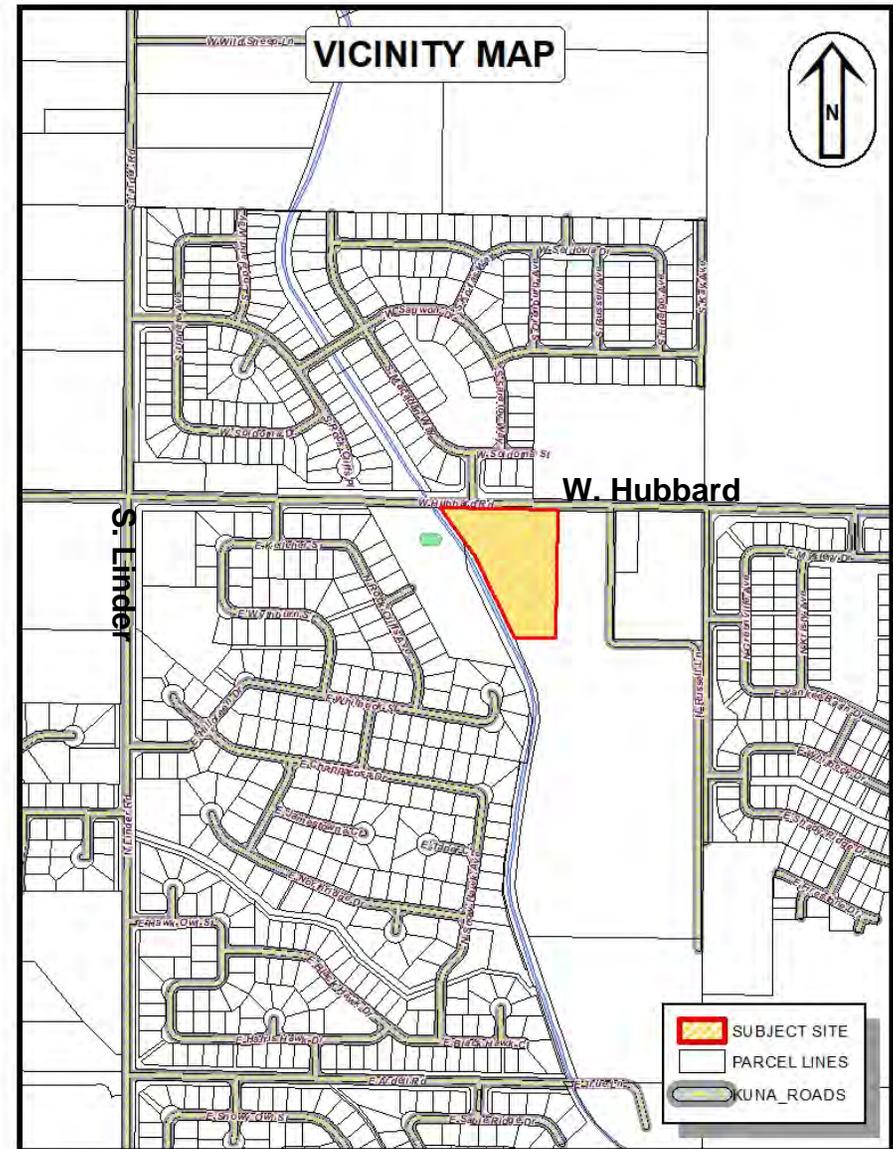
**A request from Jane Suggs (WH Pacific) representing Challenger Development, LLC** to annex an approximately 4.7-acre parcel into Kuna City limits with an R-6 zone, and subdivide the parcel into 18 single family, and four (4) common lots; to create the *Saranda* residential subdivision.

The site is located on **W. Hubbard Road approximately 700 feet west of Kay Avenue**, and is currently addressed as **1105 W. Hubbard Road, Kuna, ID 83634**. APN #S1313212480 in Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho (refer to adjacent map).

The hearing will be held in the Council Chambers at Kuna City Hall located at 751 W. 4th Street, Kuna, Idaho.

All documents concerning public hearing items may be reviewed at Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, 83634. Office hours are 8:00 am to 5:00 pm, Monday through Friday, except holidays. If you have questions or would like additional information, please contact the Planning and Zoning Department at (208) 922-5274.

You are invited to provide oral or written comments to the Council at the hearing. Please note that all public comments made during the hearing will be restricted to three (3) minutes per person. Prior to the hearing, written comments may be submitted to the City Council at least seven (7) days prior to the hearing. These comments will be forwarded to the Council and made part of the public record.



**MAILED 10/31/2017**

In all correspondence concerning this case, please refer to the following case number(s): **17-09-S (Subdivision)** and **17-07-AN (Annexation): Saranda Subdivision**

Review the proposal, the staff report, applicable provisions of the ordinance and comprehensive plan.

**Be on time . . .**

**Although the item you are interested in may not be first on the agenda, you never know when it will be heard. The governing body has authority to adjust the schedule according to its discretion. Thus, anticipate attending from the beginning.**

**Speak to the point . . .**

The governing body appreciates pertinent, well organized, and concise comments. Redundant testimony is prohibited and **each individual is given three (3) minutes to comment.** Long stories, abstract complaints, or generalities may not be the best use of time. Neighborhood groups are encouraged to organize testimony and have one (1) person speak on behalf of the group -- "opposition representative," like the applicant's representative, receives 10 minutes to make comments. Applicant has five (5) minutes to rebut or discuss issues raised by any opposition.

**If you don't wish to speak, write . . .**

At most hearings, previously submitted written testimony may be reviewed by the governing body before the meeting. It is unreasonable to submit extensive written comments or information at the hearing and expect them to be reviewed prior to a decision. All documents or written comments should be submitted to the City of Kuna at least one (1) week **prior** to the hearing.

**Suggestions For  
Testifying at the  
Public Hearing:**

**Be informed . . .**

**NOTICE**



# Kuna woman pleads guilty to making false statements, is overpaid a

INFORMATION PROVIDED BY  
U.S. ATTORNEY'S OFFICE

A Kuna woman pleaded guilty Thursday, Oct. 26 to making false statements which led to her being

overpaid almost \$25,000. Amanda Huckins, 32, made misrepresentations to the Idaho Department of Health and Welfare, according to a U.S. Attorney's Office press release. As a result of her misrepresentations from

October 2010 through July 2015, she was overpaid \$24,570.61 in Idaho Child Care Program benefits and a separate amount in Supplemental Nutrition Assistance Program benefits.

The charge of making

false statement is punishable by up to five years in prison, a maximum fine of \$250,000, and up to three years of supervised release.

Huckins was indicted by a federal grand jury in Boise in March 2017.

In 2013, the Idaho

Department of Health and Welfare registered a daycare that was purportedly owned and operated by Huckins' husband, according to the release. On Feb. 5, 2015, Huckin willfully and deliberately represented herself as he spouse on an applicator to allow the daycare to

## LEGAL NOTICES

### LEGAL NOTICE

File #'s 17-07-AN (Annexation) and 17-09-S (Subdivision) Saranda Subdivision

NOTICE IS HEREBY GIVEN; the Kuna City Council will hold a public hearing, Tuesday, November 21, 2017 at 6:00 pm, or as soon as can be heard at Kuna City Hall, 751 W. 4th St., Kuna, ID; in connection with a request from Jane Suggs (WH Pacific) representing Challenger Development, LLC to annex an approximately 4.7-acre parcel into Kuna City limits with an R-6 zone, and subdivide the parcel into 18 single family, and four (4) common lots; to create the Saranda residential subdivision. The site is located on W. Hubbard Road approximately 700 feet west of Kay Avenue, and is currently addressed as 1105 W. Hubbard Road, Kuna, ID 83634. APN #S1313212480 in Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho

All persons wishing to testi-

fy must state his/her name and residential address. No person shall speak until recognized by the Council. A three (3) minute time limit may be placed on all testimony.

The public is invited to present written and/or oral comments. Any written testimony must be received by close of business November 16, 2017, or it may not be considered. Please mail to P.O. Box 13 Kuna, ID 83634, or drop off at City Hall 751 W. 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision-making process, which includes City Council Members or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

Kuna Planning & Zoning

November 1, 2017 1689013

### LEGAL NOTICE

#### NOTICE OF CONSOLIDATED ELECTIONS

Notice is hereby given that consolidated elections will be held in Canyon County, Idaho on Nov. 7, 2017. Melba city and Kuna Rural Fire District will hold candidate elections.

Pre-registration is closed for this election. However, you may register on Election Day at your polling place by showing proof of your current address, plus photo identification. You may also register and vote early at the Canyon County Elections Office, 1102 E. Chicago St., Caldwell, ID 83605, from 8 a.m. to 5 p.m. through Nov. 3.

All precincts are handicapped accessible and/or offer curbside voting should the voter need assistance.

Precinct	Location
26-11	Melba Senior Center 115 Baseline Road, Melba
27-11	Lake Shore Drive Baptist Church 8885 Lake Shore Dr., Nampa
28-11	New Horizons Elementary School 5226 Southside Blvd., Nampa

Dated at Caldwell, Idaho this 1st day of November, 2017.

### LEGAL NOTICE

#### PUBLIC NOTICE OF INTENT TO PROPOSE OR PROMULGATE NEW OR CHANGED AGENCY RULES

The following agencies of the state of Idaho have published the complete text and all related, pertinent information concerning their intent to change or make the following rules in the latest publication of the state Administrative Bulletin.

The proposed rule public hearing request deadline is November 15, 2017, unless otherwise posted.

The proposed rule written comment submission deadline is November 22, 2017, unless otherwise posted.

(Temp & Prop) indicates the rulemaking is both Temporary and Proposed.

(\*PH) indicates that a public hearing has been scheduled.

#### IDAPA 02 - IDAHO SHEEP AND GOAT HEALTH BOARD PO Box 2596, Boise, ID 83701

02-0801-1701, Sheep and Goat Rules of the Idaho Sheep and Goat Health Board. Requires a Brucella Ovis test for all rams entering Idaho with certain exceptions.

#### IDAPA 11 - IDAHO STATE POLICE 700 S. Stratford Dive, Meridian, ID 83642

IDAHO STATE BRAND BOARD  
11-0201-1701, Rules of the Idaho State Brand Board. (Temp & Prop) Increases brand inspection, courtsey brand inspection, and pasture fees; adds required informational sections; removes example forms from the rule.

#### IDAHO STATE RACING COMMISSION

11-0406-1701, Rules Governing Racing Officials. Provides that horsemen can request that a split blood test sample be sent to labs of their choosing and establishes a 30-day period for requesting, shipping and receiving these blood samples; extends the Steward's jurisdiction from 30 to 90 days.

#### IDAHO PEACE OFFICER STANDARD AND TRAINING COUNCIL

11-1101-1701, Rules of the Idaho Peace Officer Standard and Training Council. Establishes requirements for certification and training as an emergency communication officer by POST; amends and adds definitions; clarifies and updates terminology.

11-1105-1701, Rules of the Idaho Peace Officer Standards and Training Council for Idaho Department of Juvenile Corrections Direct Care Staff. Adds two specific job titles to definition of Juvenile Corrections Direct Care Staff: Rehabilitation Technician Trainee and Safety and Security Supervisor.

#### IDAPA 15 - OFFICE OF THE GOVERNOR DIVISION OF HUMAN RESOURCES AND PERSONNEL COMMISSION

PO Box 83720, Boise, ID 83720-0066  
15-0401-1701, Rules of the Division of Human Resources and Personnel Commission. Deletes definition and all references to "provisional appointment"; removes references to Hay Management Consultants; removes redundant language regarding coordination of recruitment with Dept of Labor; amends approval for closure of state offices and facilities due to weather or other disruptions.

## KUNA POLICE

INFORMATION PROVIDED BY  
ADA COUNTY SHERIFF'S OFFICE

### Tuesday, Oct. 24

■ 11:14 a.m.: A private property crash was reported on the 600 block of East Deer Flat Road.

■ 3:35 p.m.: A found child report was made on the 1700 block of west Placerville Drive.

■ 4:24 p.m.: A missing child report was made on the 1500 block of west Boise Street.

■ 6:19 p.m.: A hit and run report was made on the 100 block of Chapparosa Court.

■ 6:31 p.m.: A reckless driver report was made on the 9400 block of south Linder Road.

■ 10:51 p.m.: A loose, dead or injured animal report was made the 900 block of east Wandering Lane.

### Wednesday, Oct. 25

■ 12:47 p.m.: A residential burglary alarm was sounded on the 900 block of south Rumney Avenue.

■ 1:16 p.m.: A protection order violation report was made on the 1500 block of west Boise Street.

■ 2:34 p.m.: A missing child report was made on the 1700 block of north Linder Road.

■ 2:39 p.m.: A traffic hazard report was made on the 600 block of north Luna Place.

■ 3:40 p.m.: A non-injury crash report was made on south Swan



# City of Kuna PROOF OF PROPERTY POSTING

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

This notice shall confirm that the Public Hearing Notice for Saranda Sub, was posted as required per Kuna City Ordinance 5-1-5B. Sign posted Thursday, November 9, 2017.

DATED this 10<sup>th</sup> day of November, 2017.

Signature,

Jane B. Suggs  
Owner/Developer/Agent  
Jane B. Suggs

STATE OF IDAHO )  
 )  
County of Ada ) : ss

On this 10<sup>th</sup> day of November, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer).

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

Cara Duskey  
Notary Public  
Residing at Kuna, Id  
Commission Expires 3/17/21



## CITY OF KUNA PUBLIC HEARING NOTICE

### Kuna City Council

THE CITY OF KUNA will hold a public hearing on MAY 21, 2017  
at 6:00 PM at Kuna City Hall - 751 N. 4th St., Kuna, ID 83644

**PURPOSE:** Rezoning and Zoning - Zone R-8,  
Sarasota Subdivision Preliminary Plat, 5.01 acres,  
18 lots, single family homes.

**PROPERTY LOCATION:** South side of Hubbard Road  
between Morison Road and Linder Road.

**APPLICATION BY:** 999Pacific, Inc.

**CONTACT:** Trevor Kason, 822-6274 tkason@kunasg.com  
with any questions.

# CITY OF KUNA PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on Nov. 21, 2017  
at 6:00 PM at Kuna City Hall - 711 W. 4th St. Kuna, ID 83624

**PURPOSE:** Rezoning and Zoning - Zony R-6,  
Suzanne Subdivision Preliminary Plat, 3.01 acres,  
10 lots, single family homes.

**PROPERTY LOCATION:** South side of Hubbard Road  
between Harville Road and Limber Road.

**APPLICATION BY:** WSPacific, Inc.

**CONTACT:** Tomer Kasser 822-5274. [tomerk@wspacific.com](mailto:tomerk@wspacific.com) or  
with any questions.

11/09/2017 12:46

## CITY OF KUNA PUBLIC HEARING NOTICE

### Kuna City Council

THE CITY OF KUNA will hold a public hearing on May 21, 2013  
at 9:00 PM at Kuna City Hall - 751 W. 4th St., Kuna, HI 96834.

**PURPOSE:** Amendment and Zoning - Zone H-6,  
Sarasua Subdivision Preliminary Plat, 5.01 acres,  
18 lots, single family houses.

**PROPERTY LOCATION:** South side of Heikland Road  
between Meridian Road and Linder Road.

**APPLICATION BY:** WHPacific, Inc.

**DIRECT:** Trevor Rogers 525-8274 [trvrog@whpacific.com](mailto:trvrog@whpacific.com)  
with any questions.

**CITY OF KUNA****P.O. BOX 13****KUNA, ID 83634****[www.kunacity.id.gov](http://www.kunacity.id.gov)****Phone: (208) 577-8794****Fax: (208) 922-5816****Email: [bbachman@kunaid.gov](mailto:bbachman@kunaid.gov)**

Bob Bachman, BOC 1, IBC

Public Works Director

City of Kuna

## MEMO

**Date:** November 16, 2017  
**From:** Bob Bachman, Public Works Director  
**To:** Mayor and Council  
**RE:** Senior Center Roof Repair

---

Mayor and Council,

As you may know, about 7 years ago we did some improvements at the Senior Center including a partial roof repair. Unfortunately, the other half of the roof that we did not repair is now in desperate need of replacement. It is vital that we get it done before the fast approaching winter hits us. I had two roofing contractors respond to my request for bids. Gem State Roofing was the only contractor that was able to meet our urgent time frame. I believe their price was fair and reasonable and comes with a 10 year warranty. The work is currently underway.

The total fix will be \$15,650.

Thank you,

Bob



Christopher D. Rich  
Clerk of the District Court

Phil McGrane  
Chief Deputy

400 N Benjamin Ln, Ste. 100 , Boise, Idaho 83704 Phone (208) 287-6860 Fax (208) 287-6939

STATE OF IDAHO }  
County of Ada } ss.

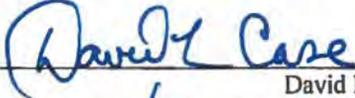
I, Christopher D. Rich, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates as they appeared on the election ballot on November 7, 2017 for the KUNA CITY MUNICIPAL ELECTION as shown by the record of the Board of Canvassers filed in my office this 14<sup>th</sup> day of November, 2017.

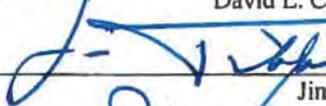


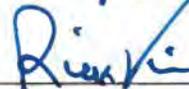
County Clerk

STATE OF IDAHO }  
County of Ada } ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, do hereby state that the attached is a true and complete abstract of all votes cast within this county at the KUNA CITY MUNICIPAL ELECTION, held November 7, 2017, as shown by the records now on file in the County Clerk's Office.

  
\_\_\_\_\_  
David L. Case (Chairman)

  
\_\_\_\_\_  
Jim Tibbs

  
\_\_\_\_\_  
Rick Visser

County Board of Canvassers

  
ATTEST:   
\_\_\_\_\_  
Clerk

STATE OF IDAHO }  
County of Ada } ss.

I, Christopher D. Rich, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes cast as shown by the record of the Board of Canvassers filed in my office this 14th day of November, 2017.

  
\_\_\_\_\_  
County Clerk



Official Results  
Run time : 2:05:47 PM  
Run Date: 11/14/2017

ADA COUNTY, IDAHO  
November 2017  
CONSOLIDATED ELECTION  
11/07/2017

Official Results  
Registered Voters  
792 of 7919 = 10.0%  
Precincts Reporting  
8 of 8=100.0%

**KUNA CITY COUNCIL (PICK 2)**

	Absentee Voting		Early Voting		Election Day Voting		Total Votes	
Richard C. Cardoza	12	24.0%	25	28.7%	334	25.9%	371	26.0%
Warren Christensen	14	28.0%	23	26.4%	357	27.7%	394	27.6%
Charles Ericson	5	10.0%	6	6.9%	111	8.6%	122	8.6%
Ramona Martin	9	18.0%	14	16.1%	226	17.5%	249	17.5%
Paul Schepper	10	20.0%	19	21.8%	260	20.2%	289	20.3%
Votes Cast:	50		87		1288		1425	

**KUNA CITY ORDINANCE NO. 2017-25  
CITY OF KUNA, IDAHO**

**AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING CHAPTER 1, TITLE 7, SECTION 8, KUNA CITY CODE TITLED STREETS AND SIDEWALKS AS FOLLOWS: BY AMENDING SECTION 8 TITLED SIDEWALK MAINTENANCE BY OWNER BY AMENDING THE FIRST PARAGRAPH TO ADD PART “A” AND THE TITLE SIDEWALK REPAIR, AND ADDING A NEW PART-PART “B” WITH THE TITLE REMOVAL OF DEBRIS, RUBBISH, TRASH OR WASTE FROM SIDEWALK; AND PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO, as follows:

**Ordinance Section 1:** Chapter 1, Title 7 is hereby amended as follows:

TITLE 7  
CHAPTER 1  
SECTION 8

7-1-8: **SIDEWALK MAINTENANCE BY OWNER:**

A. Sidewalk Repair: ~~It is hereby made the duty of all~~ Every property owners within the city ~~to shall~~ maintain and keep in a reasonable state of repair all sidewalks and curbs abutting or adjoining the owner’s property.

B. Removal of Debris, Rubbish, Trash or Waste from Sidewalk: Every owner or occupant of any building or vacant lot and every person having the charge of any church, jail or public building in this City abutting upon any sidewalk shall daily, or more often if required, keep the sidewalk in front of such premises clean from any and all debris, rubbish, trash or waste in a manner so as not to litter the street or adjoining sidewalk, and must do this before 8:00 A.M. each day.

Any person failing, neglecting or refusing to repair, or to keep clean such portion of the sidewalk in front of said premises shall be charged with a misdemeanor punishable as provided for in section 1-4-1 of the Kuna City Code.

**Ordinance Section 2:**

This ordinance shall become effective upon passage and publication as required by law.

ADOPTED this 21<sup>st</sup> day of November 2017.

CITY OF KUNA

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk