

OFFICIALS

Joe Stear, Mayor
Briana Buban-Vonder Haar, Council President
Richard Cardoza, Council Member
Warren Christensen, 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, September 18, 2018

6:00 P.M. REGULAR CITY COUNCIL

- 1. Call to Order and Roll Call**
- 2. Invocation:** Justin Sturgeon, New Beginnings Christian Church
- 3. Pledge of Allegiance:** Mayor Stear
- 4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

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

A. City Council Meeting Minutes:

- 1. Regular City Council Minutes, September 4, 2018**

B. Accounts Payable Dated September 13, 2018 in the Amount of \$846,100.84

C. Alcohol License

- 1. Smoky Mountain Pizzeria Grill 1011 N Meridian Road - Liquor-By-The-Drink, Off Premise Beer, Off Premise Wine, & On Premise Beer**

D. Resolutions

- 1. Consideration to approve Resolution No. R69-2018**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2018 YEAR OR UNTIL REVOKED

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.

BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R33-2018.

2. Consideration to approve Resolution No. R70-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO DESIGNATING THE AGENCY CONTACT FOR THE CITY OF KUNA, IDAHO FOR THE LOCAL GOVERNMENT INVESTMENT POOL AND AUTHORIZING THE MAYOR TO EXECUTE THE DIGNATION, AND PROVIDING AN EFFECTIVE DATE.

3. Consideration to approve Resolution No. R71-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2018-2019.

4. Consideration to approve Resolution No. R72-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2018-2019 FOR THE CITY OF KUNA, IDAHO.

5. Consideration to approve Resolution No. R73-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF THREE AND 48/100 PERCENT (3.48%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE 2018-2019 STEP AND GRADE CHART FOR ALL FULL-TIME NON-DIRECTOR EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

6. Consideration to approve Resolution No. R74-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO FOR THE PURPOSE OF THE CITY OF KUNA'S ENDORSEMENT OF ADA COUNTY HIGHWAY DISTRICT'S VEHICLE REGISTRATION FEE REAUTHORIZATION.

5. *Community Reports or Requests:*

A. Kuna Rural Fire District Levy – Bud Beatty, Kuna Rural Fire District

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.) *None*

- A. Public Hearing and consideration to approve 18-01-A (Appeal) and 18-12-DR (Design Review) for Kelleher Subdivision No. 2 – Jace Hellman, Planner II**
ACTION ITEM

On behalf of Open Door Rentals, Inc. the applicant, Trilogy Development, Inc. requests to appeal the Planning and Zoning Commissions' decision to deny Case No. 18-12-DR (Design Review) for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. The subject site is located on the southeast corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

- B. Public Hearing and Consideration to approve 18-01-CPF (Combination Preliminary and Final Plat) for Kelleher Subdivision No. 2 – Jace Hellman, Planner II**
ACTION ITEM

On behalf of Open Door Rentals, Inc. the applicant, Trilogy Development, Inc. requests approval to subdivide approximately 1.96 acres through the combination preliminary plat & final plat process into nine lots, consisting of eight multi-family lots and one common lot and have reserved the name Kelleher Subdivision No. 2. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

- C. Public Hearing and Consideration to approve a modification of the Development Agreement (DA) for Springhill (06-11-DA) – Wendy Howell, Planning & Zoning Director**
ACTION ITEM

A modification of the Development Agreement (DA) for Springhill (06-11-DA) by releasing the property from all provisions of the Development Agreement. The site is located at the southeast corner of Linder Road and Lake Hazel Road, Kuna, Idaho, within Section 1, 2N1W, (APN #'s S1301212425, S1301325480 and S1301233950).

7. Business Items:

- A. Domestic Violence Awareness Month Proclamation – Mayor Stear**
- B. Approval to expend up to \$6,000.00 of Park Impact Fee Funds – Bobby Withrow, Parks Director**
ACTION ITEM
- C. Consideration to approve Resolution No. R75-2018 – Wendy Howell, Planning & Zoning Director**
ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT WITH AGNEW::BECK FOR ADDITIONAL SERVICES FOR THE CITY OF KUNA, IDAHO'S COMPREHENSIVE PLAN.

8. Ordinances:

A. Consideration to approve Ordinance No. 2018-34 ACTION ITEM

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE NORTH 300' OF PARCEL S1314120890, AND REFERRED TO AS PISTEM ACADEMY WHICH IS OWNED BY PISA LAND HOLDINGS LLC, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT; THUS, CHANGING THE BOUNDARY OF THE KUNA MUNICIPAL IRRIGATION DISTRICT; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings of ordinance

Consideration to approve ordinance

9. Mayor/Council Announcements:

10. Executive Session:

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

11. Adjournment:

**OFFICIALS**

Joe Stear, Mayor
 Briana Buban-Vonder Haar, Council President
 Richard Cardoza, Council Member
 Warren Christensen, 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
 Tuesday, September 4, 2018**

6:00 P.M. REGULAR CITY COUNCIL**1. Call to Order and Roll Call****COUNCIL MEMBERS PRESENT:**

Mayor Joe Stear
 Council President Briana Buban-Vonder Haar
 Council Member Richard Cardoza - absent
 Council Member Warren Christensen
 Council Member Greg McPherson

CITY STAFF PRESENT:

Chris Engels, City Clerk
 Bob Bachman, Public Works Director
 Bobby Withrow, Parks Director
 Wendy Howell, Planning & Zoning Director
 Jared Empey, City Treasurer
 Bill Jackson, Deputy City Treasurer
 Lisa Holland, Economic Development Director

2. Invocation: Dean Herring, South Valley Baptist Church**3. Pledge of Allegiance:** Mayor Stear**4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:00:38)

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

A. City Council Meeting Minutes:**I. Regular City Council Minutes, August 21, 2018**

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.

B. Accounts Payable Dated August 30, 2018 in the Amount of \$298,134.57

C. Resolutions

1. Consideration to approve Resolution No. R55-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC THE AMOUNT OF \$61,723.37 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

2. Consideration to approve Resolution No. R56-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$15,698.32 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

3. Consideration to approve Resolution No. R57-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$17,259.67 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

4. Consideration to approve Resolution No. R58-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$48,078.42 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER LIFT STATION REIMBURSEMENT AGREEMENT.

5. Consideration to approve Resolution No. R59-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$30,750.46 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION PUMP STATION REIMBURSEMENT AGREEMENT.

6. Consideration to approve Resolution No. R60-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY ENSIGN DEVELOPMENT GROUP, LLC. THE AMOUNT OF \$28,596.92 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

7. Consideration to approve Resolution No. R61-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY ENSIGN DEVELOPMENT GROUP, LLC THE AMOUNT OF \$2,866.58 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

8. Consideration to approve Resolution No. R62-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY LOCK-N-ROLL SELF STORAGE, LLC. THE AMOUNT OF \$9,246.94 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

9. Consideration to approve Resolution No. R63-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY CHALLENGER DEVELOPMENT, INC. THE AMOUNT OF \$21,288.80 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE MEMORY RANCH REGIONAL LIFT STATION REIMBURSEMENT AGREEMENT.

10. Consideration to approve Resolution No. R64-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY CHALLENGER DEVELOPMENT, INC. THE AMOUNT OF \$16,211.86 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

11. Consideration to approve Resolution No. R65-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY TIMBERMIST, LLC THE AMOUNT OF \$76,317.20 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

12. Consideration to approve Resolution No. R66-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY RIDLEY'S FAMILY MARKETS, INC. THE AMOUNT OF \$18,899.91 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

13. Consideration to approve Resolution No. R67-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY OASIS PROPERTIES, LLC., THE AMOUNT OF \$17,425.25 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

14. Consideration to approve Resolution No. R68-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL IDA, LLC FOR THE WINFIELD ESTATES SUBDIVISION PHASE 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

Council President 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 Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: Council Member Cardoza

Motion carried 3-0-1.

5. Community Reports or Requests: None

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.) None

- A.** Public Hearing and consideration to approve Annual Appropriations Ordinance No. 2018-32 and Resolution No. R54-2018 – Bill Jackson, Interim City Treasurer

ACTION ITEM

(Timestamp 00:01:18)

- I.** Public Hearing and consideration to approve Ordinance No. 2018-32

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019,

APPROPRIATING THE SUM OF \$33,185,134 TO DEFRAY EXPENSES AND LIABILITIES OF THE CITY OF KUNA FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY; SPECIFYING THE OBJECTS AND PROPOSED EXPENSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve ordinance

Deputy City Treasurer Bill Jackson provided a summary document to council and reviewed the proposed budget. He stood for questions.

Council Member Christensen asked about the Foregone Property Tax in the amount of \$94.00 and where it came from.

Mr. Jackson responded the information was from last year and was provided by the county.

Mayor Stear opened the public hearing.

Mayor Stear stated for the record the Deputy City Treasurer and Police Chief Jon McDaniel were in the audience.

Support: None

Against: None

Neutral: None

Rebuttal: None

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

Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: Council Member Cardoza

Motion carried 3-0-1.

Council President Buban-Vonder Haar noted this had been published for a while and therefore felt it was appropriate to waive three readings.

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-32. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-32. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: Council Member Cardoza

Motion carried 3-0-1.

2. Consideration to approve Resolution No. R54-2018

A RESOLUTION OF THE CITY OF KUNA, IDAHO CERTIFYING THE INTENT OF THE KUNA CITY COUNCIL TO LEVY, AS PART OF THE GENERAL TAX LEVY ADOPTED PURSUANT TO ORDINANCE NO. 2018-32, FOREGONE PROPERTY TAXES.

Council President Buban-Vonder Haar moved to approve Resolution No. R54-2018. Seconded by Council Member McPherson. Motion carried 3-0-1. Cardoza absent.

B. *Staff requests this item be tabled to the September 18, 2018 City Council Meeting*

Public Hearing and Consideration to approve a modification of the Development Agreement (DA) for Springhill (06-11-DA) – Wendy Howell, Planning & Zoning Director **ACTION ITEM**

(Timestamp 00:06:32)

A modification of the Development Agreement (DA) for Springhill (06-11-DA) by releasing the property from all provisions of the Development Agreement. The site is located at the southeast corner of Linder Road and Lake Hazel Road, Kuna, Idaho, within Section 1, 2N1W, (APN #'s S1301212425, S1301325480 and S1301233950)

Council President Buban-Vonder Haar moved to table the Public Hearing and Consideration to approve a modification of the Development Agreement (DA) for Springhill (06-11-DA) to the September 18, 2018 meeting. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.

7. *Business Items:*

- A. National Suicide Prevention Awareness Month Proclamation – Mayor Stear
(Timestamp 00:07:13)

Mayor Stear read the proclamation for National Suicide Prevention Awareness Month and commented it was disheartening to see that suicide was the second leading cause of death among people 10-24 years old.

- B.** Direction to do a resolution endorsing ACHD's Vehicle Registration Fee Reauthorization or individual letters of support from Kuna City Council Members – Mayor Stear **ACTION ITEM**
(Timestamp 00:10:07)

Mayor Stear explained this was in regards to ACHD's request for Kuna to do a resolution supporting the registration fee initiative. He recalled a similar issue where not all council was in favor so he was asking Council if they would rather do a resolution or individual letters of support.

Council President Buban-Vonder Haar and Council Member McPherson were fine with a resolution.

Council Member Christensen struggled with it a little bit. He felt it was more appropriate to do individual letters because it would be them as individuals backing it instead of the whole city. However, if they did a resolution he would not be opposed to it.

Mayor Stear stated they could go either way but he didn't want to do a resolution if someone was going to vote no because they wanted to do individual letters. He did not want to step on toes.

Council Member Christensen replied he was ok doing a resolution for this but was worried about it becoming a habit.

Council discussed how often these types of things happen and why they would support certain requests.

Council agreed to consider a resolution for the September 18, 2018 council meeting.

- C.** *Staff requests this item be tabled to the September 18, 2018 City Council Meeting*
Consideration to approve Resolution No. R51-2018 to the September 18, 2018 Kuna City Council Meeting – Mayor Stear **ACTION ITEM**
(Timestamp 00:13:48)

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SEWER SERVICE PAYMENT AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND CONPAZ, INC. DBA ENRIQUE'S MEXICAN RESTAURANT AND/OR ANA M. PAZ AND/OR ENRIQUE F. CONTRERAS.

Mayor Stear presented the request to table the resolution.

Council President Buban-Vonder Haar moved to table Resolution No. R51-2018 to the September 18, 2018 meeting. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.

8. Ordinances:

- A. Consideration to approve Ordinance No. 2018-33 **ACTION ITEM**
(Timestamp 00:14:57)

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. R2004170050 OWNED BY STEVEN O. AND DEBORAH A. JOHNSON, 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

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-33. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-33. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: Council Member Cardoza

Motion carried 3-1-0.

9. Mayor/Council Announcements:

(Timestamp 00:16:34)

No announcements were made.

10. Executive Session: None

- A. Adjourn to Executive Session Pursuant to Idaho Code 74-206(b) for the Purpose of Discussing a Personnel Matter **ACTION ITEM**
(Timestamp 00:16:45)

Council President Buban-Vonder Haar moved to adjourn to Executive Session Pursuant to Idaho Code 74-206(b) for the Purpose of Discussing Personnel Matters. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson.

Voting No: None

Absent: Council Member Cardoza

Motion carried 3-1-0.

Adjournment to Executive Session: 6:14 PM

Information received. No action taken.

Council President Buban-Vonder Haar moved to adjourn from Executive Session. Seconded by Council Member McPherson. Motion carried 3-1-0. Council Member Cardoza absent.

Executive Session adjourned: 6:44 PM

11. Adjournment: 6:46 PM

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 09.18.2018*

CITY OF KUNA

PO BOX 13 KUNA, ID 83643 * 751 W. 4TH * PH. 208.922.5546 * FAX 208.922.5989 *
BJACKSON@KUNAID.GOV

TO: MAYOR STEAR AND MEMBERS OF KUNA CITY COUNCIL
FROM: Bill Jackson – Kuna City Deputy Treasurer
SUBJECT: ORDINANCE 2018-32 APPROPRIATION ORDINANCE
DATE: 9/3/2018

SUMMARY DISCUSSION

There have been some changes to the original tentative budget numbers set by the City Council. Those changes are summarized below along with some additional summary data:

GENERAL FUND:

<u>ORIGINAL TENTATIVE</u>	<u>AMENDED FINAL TOTAL</u>	<u>DIFFERENCE</u>
\$7,323,420	\$7,265,072	(\$58,348)

Explanation:

1. Decrease of \$58,348 to recognize the removal of contingency balance upon adoption of the budget.

CAPITAL PROJECTS FUND:

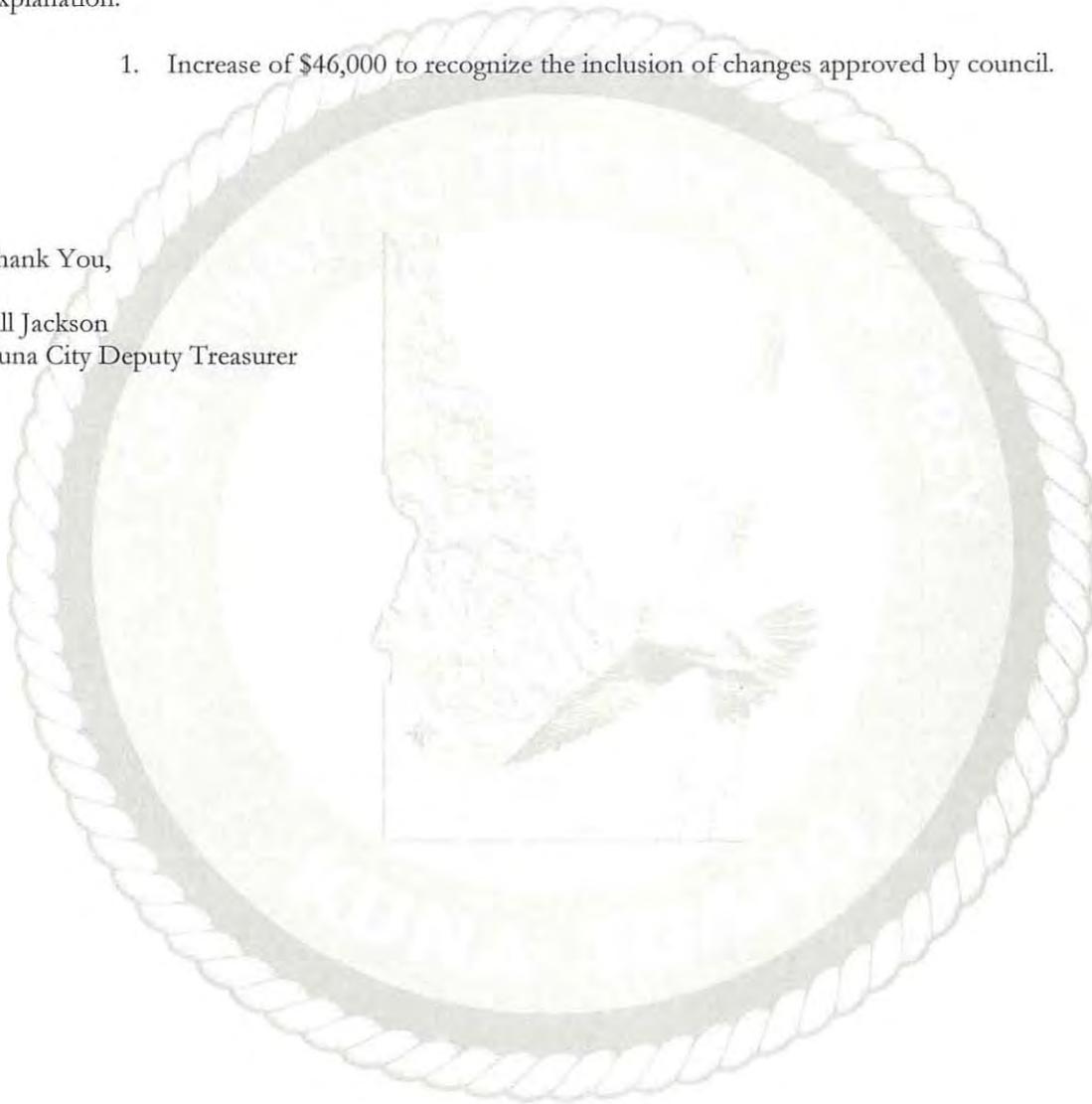
<u>ORIGINAL TENTATIVE</u>	<u>AMENDED FINAL TOTAL</u>	<u>DIFFERENCE</u>
\$685,500	\$731,500	\$46,000

Explanation:

1. Increase of \$46,000 to recognize the inclusion of changes approved by council.

Thank You,

Bill Jackson
Kuna City Deputy Treasurer





CITY OF KUNA

751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5546

Fax: (208) 922-5989 • www.kunacity.id.gov

PUBLIC HEARING SIGN-UP SHEET

Kuna City Council Meeting 6:00 p.m.

September 4, 2018

ANNUAL APPROPRIATION

Ordinance No. 2018-32

Resolution No. R54-2018

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
_____ City	_____ State, Zip	_____ City	_____ State, Zip	_____ City	_____ State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
_____ City	_____ State, Zip	_____ City	_____ State, Zip	_____ City	_____ State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
_____ City	_____ State, Zip	_____ City	_____ State, Zip	_____ City	_____ State, Zip

IN FAVOR

NEUTRAL

IN OPPOSITION

Testify **Not Testify**

Print Name

Print Address

City State, Zip

Testify **Not Testify**

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City State, Zip

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Print Name

Print Address

City State, Zip

Testify **Not Testify**

Print Name

Print Address

City State, Zip

City of Kuna

Payment Approval Report - City Council Approval

Page: 3

Report dates: 8/31/2018-9/13/2018

Sep 13, 2018 04:38PM

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
				6/25-7/22/18	07/19/2018	241.50	.00	01-6212_RENT- EQUIPMENT	1004	7/18		
	Total B-308558:					241.50	.00					
1463	A COMPANY, INC.	B-308597		RENTAL, SERVICE AND DAMAGE WAIVER FOR RESTROOM, SN#ADA141, SADIE CREEK PARK, BI WEEKLY SERVICE, 6/25-7/22/18	07/19/2018	151.50	.00	01-6212_RENT- EQUIPMENT	1004	7/18		
	Total B-308597:					151.50	.00					
1463	A COMPANY, INC.	B-308602		RENTAL AND SERVICE FOR HI TECH RESTROOM, SN#T273, CITY FARM, BI WEEKLY SERVICE, 6/25-7/22/18	07/19/2018	87.00	.00	01-6212_RENT- EQUIPMENT	1004	7/18		
	Total B-308602:					87.00	.00					
1463	A COMPANY, INC.	B-308695		RENTAL, SERVICE AND DAMAGE WAIVER FOR RESTROOM, SN#ADA188, ARBOR RIDGE PARK, WEEKLY SERVICE, 6/25-7/22/18	07/19/2018	187.50	.00	01-6212_RENT- EQUIPMENT	1004	7/18		
	Total B-308695:					187.50	.00					
1463	A COMPANY, INC.	B-308696		RENTAL, SERVICE AND DAMAGE WAIVER FOR RESTROOM, SN#ADANO#10, THE FARM PARK, WEEKLY SERVICE, 6/25-7/22/18	07/19/2018	187.50	.00	01-6212_RENT- EQUIPMENT	1004	7/18		
	Total B-308696:					187.50	.00					
1463	A COMPANY, INC.	B-308872		RENTAL, SERVICE AND DAMAGE WAIVER FOR RESTROOM, SN#ADA493 & KK099, AT CITY HALL, WEEKLY SERVICE, 6/25-7/22/18	07/19/2018	287.00	.00	01-6212_RENT- EQUIPMENT	1004	7/18		

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Total B-308872:						287.00	.00					
Total A COMPANY, INC.:						2,715.57	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0521220	7511	<u>NAME PLATES FOR PARKS OFFICE, SEPT.'18</u>	09/07/2018	28.40	.00	01-6165 OFFICE SUPPLIES	1004	9/18		
277	ABC STAMP, SIGNS & AWARDS	0521220	7511	<u>3 NAME PLATES AND A NAME TAG FOR J.EMPEY, SEPT.'18</u>	09/07/2018	21.52	.00	01-6165 OFFICE SUPPLIES	0	9/18		
277	ABC STAMP, SIGNS & AWARDS	0521220	7511	<u>3 NAME PLATES AND A NAME TAG FOR J.EMPEY, SEPT.'18</u>	09/07/2018	17.91	.00	20-6165 OFFICE SUPPLIES	0	9/18		
277	ABC STAMP, SIGNS & AWARDS	0521220	7511	<u>3 NAME PLATES AND A NAME TAG FOR J.EMPEY, SEPT.'18</u>	09/07/2018	17.91	.00	21-6165 OFFICE SUPPLIES	0	9/18		
277	ABC STAMP, SIGNS & AWARDS	0521220	7511	<u>3 NAME PLATES AND A NAME TAG FOR J.EMPEY, SEPT.'18</u>	09/07/2018	4.89	.00	25-6165 OFFICE SUPPLIES	0	9/18		
277	ABC STAMP, SIGNS & AWARDS	0521220	7511	<u>1 NAME TAG FOR L.HOLLAND, ECONOMIC DEVELOPMENT</u>	09/07/2018	11.68	.00	01-6165 OFFICE SUPPLIES	4000	9/18		
Total 0521220:						102.31	.00					
Total ABC STAMP, SIGNS & AWARDS:						102.31	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	09102018-ACH		<u>ACHD IMPACT FEES FOR AUGUST 2018</u>	09/10/2018	121,254.00	121,254.00	01-2510 ACHD IMPACT FEE TRANSFER	0	9/18	09/10/2018	
Total 09102018-ACHD:						121,254.00	121,254.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						121,254.00	121,254.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15021		<u>SHOP RENT FOR OCTOBER 2018 - PARKS</u>	09/12/2018	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	10/18		

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1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15021		<u>SHOP RENT FOR OCTOBER 2018 - WATER</u>	09/12/2018	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	10/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15021		<u>SHOP RENT FOR OCTOBER 2018 - SEWER</u>	09/12/2018	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	10/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15021		<u>SHOP RENT FOR OCTOBER 2018 - P.I</u>	09/12/2018	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	10/18		
Total 15021:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	7866		<u>SHERIFF SERVICES, SEPT.'18</u>	09/01/2018	159,523.66	.00	01-6000 LAW ENFORCEMENT SERVICES	0	9/18		
Total 7866:						159,523.66	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						159,523.66	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	19521		<u>INSTALLED/CONNECTED NEW CIRCUIT TO THE PHONE SYSTEM AT CITY HALL, AUG.'18 - ADMIN</u>	08/30/2018	37.80	.00	01-6255 TELEPHONE	0	8/18		
1566	ADVANCED COMMUNICATIONS, INC.	19521		<u>INSTALLED/CONNECTED NEW CIRCUIT TO THE PHONE SYSTEM AT CITY HALL, AUG.'18 - P & Z</u>	08/30/2018	13.50	.00	01-6255 TELEPHONE	1003	8/18		
1566	ADVANCED COMMUNICATIONS, INC.	19521		<u>INSTALLED/CONNECTED NEW CIRCUIT TO THE PHONE SYSTEM AT CITY HALL, AUG.'18 - WATER</u>	08/30/2018	35.10	.00	20-6255 TELEPHONE EXPENSE	0	8/18		
1566	ADVANCED COMMUNICATIONS, INC.	19521		<u>INSTALLED/CONNECTED NEW CIRCUIT TO THE PHONE SYSTEM AT CITY HALL, AUG.'18 - SEWER</u>	08/30/2018	35.10	.00	21-6255 TELEPHONE EXPENSE	0	8/18		

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1566	ADVANCED COMMUNICATIONS, INC.	19521		<u>INSTALLED/CONNECTED NEW CIRCUIT TO THE PHONE SYSTEM AT CITY HALL. AUG.'18 - P.I</u>	08/30/2018	13.50	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/18		
Total 19521:						135.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						135.00	.00					
ALAN R. LYNSKEY												
1432	ALAN R. LYNSKEY	08222018AL	7523	<u>2 EA. STARTER LINES. C.MCDANIEL. AUG.'18</u>	08/22/2018	116.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/18		
Total 08222018AL:						116.00	.00					
Total ALAN R. LYNSKEY:						116.00	.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	15520314		<u>MONTHLY TELEPHONE, DATA, NETWORK SERVICE 9/1-30/18 - ADMIN</u>	09/01/2018	229.33	.00	<u>01-6255 TELEPHONE</u>	0	9/18		
1411	ALLSTREAM BUSINESS US, INC	15520314		<u>MONTHLY TELEPHONE, DATA, NETWORK SERVICE 9/1-30/18 - P & Z</u>	09/01/2018	81.90	.00	<u>01-6255 TELEPHONE</u>	1003	9/18		
1411	ALLSTREAM BUSINESS US, INC	15520314		<u>MONTHLY TELEPHONE, DATA, NETWORK SERVICE 9/1-30/18 - WATER</u>	09/01/2018	212.95	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/18		
1411	ALLSTREAM BUSINESS US, INC	15520314		<u>MONTHLY TELEPHONE, DATA, NETWORK SERVICE 9/1-30/18 - SEWER</u>	09/01/2018	212.95	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/18		
1411	ALLSTREAM BUSINESS US, INC	15520314		<u>MONTHLY TELEPHONE, DATA, NETWORK SERVICE 9/1-30/18 - P.I</u>	09/01/2018	81.89	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/18		
Total 15520314:						819.02	.00					
Total ALLSTREAM BUSINESS US, INC:						819.02	.00					

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ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	56290		<u>MONTHLY SAMPLES, AUG.'18 - WATER</u>	08/31/2018	304.00	.00	<u>20-6152 M & R - LABORATORY COSTS</u>	0	8/18		
Total 56290:						304.00	.00					
Total ANALYTICAL LABORATORIES:						304.00	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126738245	7476	<u>PARTS FOR EXHAUST FOR TRUCK #23. S.HOWELL, AUG.'18</u>	08/20/2018	15.57	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/18		
Total 4126738245:						15.57	.00					
Total AUTOZONE, INC.:						15.57	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	5562	7445	<u>SAW TO CUT ROAD FOR GOIRI IRRIGATION PROJECT. J.COX</u>	08/13/2018	35.00	.00	<u>25-6212 RENT - EQUIPMENT</u>	0	8/18		
Total 5562:						35.00	.00					
Total BIG SKY RENTALS LLC:						35.00	.00					
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	5881040	7486	<u>CASE OF TOILET PAPER FOR THE PARKS. N.STAUFFER, AUG.'18 - PARKS</u>	08/27/2018	181.15	.00	<u>01-6025 JANITORIAL</u>	1004	8/18		
Total 5881040:						181.15	.00					
1240	BRADY INDUSTRIES OF IDAHO LLC	5882869	7503	<u>PAPER SUPPLIES FOR CITY HALL - AUG.'18 - ADMIN</u>	08/28/2018	124.07	.00	<u>01-6025 JANITORIAL</u>	0	8/18		
1240	BRADY INDUSTRIES OF IDAHO LLC	5882869		<u>PAPER SUPPLIES FOR CITY HALL - AUG.'18 - P & Z</u>	08/28/2018	44.31	.00	<u>01-6025 JANITORIAL</u>	1003	8/18		

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1240	BRADY INDUSTRIES OF IDAHO LLC	5882869		<u>PAPER SUPPLIES FOR CITY HALL - AUG.'18 - WATER</u>	08/28/2018	115.21	.00	20-6025 JANITORIAL	0	8/18		
1240	BRADY INDUSTRIES OF IDAHO LLC	5882869		<u>PAPER SUPPLIES FOR CITY HALL - AUG.'18 - SEWER</u>	08/28/2018	115.21	.00	21-6025 JANITORIAL	0	8/18		
1240	BRADY INDUSTRIES OF IDAHO LLC	5882869		<u>PAPER SUPPLIES FOR CITY HALL - AUG.'18 - P.I</u>	08/28/2018	44.30	.00	25-6025 JANITORIAL	0	8/18		
Total 5882869:						443.10	.00					
Total BRADY INDUSTRIES OF IDAHO LLC:						624.25	.00					
BUSY BEE SAND & GRAVEL												
10	BUSY BEE SAND & GRAVEL	0045454		<u>REJECT SAND AND DELIVERY, AUG.'18</u>	08/03/2018	316.52	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/18		
10	BUSY BEE SAND & GRAVEL	0045454		<u>REJECT SAND AND DELIVERY, AUG.'18</u>	08/03/2018	126.61	.00	20-6150 M & R - SYSTEM	0	8/18		
10	BUSY BEE SAND & GRAVEL	0045454		<u>REJECT SAND AND DELIVERY, AUG.'18</u>	08/03/2018	126.61	.00	21-6150 M & R - SYSTEM	0	8/18		
10	BUSY BEE SAND & GRAVEL	0045454		<u>REJECT SAND AND DELIVERY, AUG.'18</u>	08/03/2018	63.30	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/18		
Total 0045454:						633.04	.00					
10	BUSY BEE SAND & GRAVEL	0045455		<u>ROADMIX AND DELIVERY, AUG.'18</u>	08/06/2018	242.57	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/18		
10	BUSY BEE SAND & GRAVEL	0045455		<u>ROADMIX AND DELIVERY, AUG.'18</u>	08/06/2018	97.03	.00	20-6150 M & R - SYSTEM	0	8/18		
10	BUSY BEE SAND & GRAVEL	0045455		<u>ROADMIX AND DELIVERY, AUG.'18</u>	08/06/2018	97.03	.00	21-6150 M & R - SYSTEM	0	8/18		
10	BUSY BEE SAND & GRAVEL	0045455		<u>ROADMIX AND DELIVERY, AUG.'18</u>	08/06/2018	48.50	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/18		

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Total 0045455:						485.13	.00					
10	BUSY BEE SAND & GRAVEL	563834	7520	<u>DUMP ASPHALT. J.OSBOURN. AUG.'18</u>	08/30/2018	30.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	8/18		
Total 563834:						30.00	.00					
Total BUSY BEE SAND & GRAVEL:						1,148.17	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	125895	7529	<u>WALL CALENDAR AND 2 PLANNERS FOR 2019. UTILITY BILLING, SEPT.'18 - ADMIN</u>	09/06/2018	12.28	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/18		
1795	BUYWYZ LLC	125895	7529	<u>WALL CALENDAR AND 2 PLANNERS FOR 2019. UTILITY BILLING, SEPT.'18 - WATER</u>	09/06/2018	16.21	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/18		
1795	BUYWYZ LLC	125895	7529	<u>WALL CALENDAR AND 2 PLANNERS FOR 2019. UTILITY BILLING, SEPT.'18 - SEWER</u>	09/06/2018	16.21	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/18		
1795	BUYWYZ LLC	125895	7529	<u>WALL CALENDAR AND 2 PLANNERS FOR 2019. UTILITY BILLING, SEPT.'18 - P.I</u>	09/06/2018	4.41	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/18		
Total 125895:						49.11	.00					
1795	BUYWYZ LLC	125896	7529	<u>STAMP, EXPANSION FILE FOLDERS, EXPANDING FILE POCKETS, MASTER FILE JACKETS, FOR UTILITY BILLING AND FINANCE, SEPT.'18 - ADMIN</u>	09/06/2018	39.53	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/18		
1795	BUYWYZ LLC	125896	7529	<u>STAMP, EXPANSION FILE FOLDERS, EXPANDING FILE POCKETS, MASTER FILE JACKETS, FOR UTILITY BILLING AND FINANCE, SEPT.'18 - WATER</u>	09/06/2018	52.17	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/18		

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1795	BUYWYZ LLC	125896	7529	STAMP, EXPANSION FILE FOLDERS, EXPANDING FILE POCKETS, MASTER FILE JACKETS, FOR UTILITY BILLING AND FINANCE, SEPT.'18 - SEWER	09/06/2018	52.17	.00	21-6165 OFFICE SUPPLIES	0	9/18		
1795	BUYWYZ LLC	125896	7529	STAMP, EXPANSION FILE FOLDERS, EXPANDING FILE POCKETS, MASTER FILE JACKETS, FOR UTILITY BILLING AND FINANCE, SEPT.'18 - P.I	09/06/2018	14.23	.00	25-6165 OFFICE SUPPLIES	0	9/18		
Total 125896:						158.10	.00					
1795	BUYWYZ LLC	125962	7529	CALL REGISTER BOOK, CLERKS OFFICE, SEPT.'18	09/06/2018	15.03	.00	01-6165 OFFICE SUPPLIES	0	9/18		
Total 125962:						15.03	.00					
Total BUYWYZ LLC:						222.24	.00					
CALDWELL TRANSPORTATION COMPANY												
1754	CALDWELL TRANSPORTATION COMPANY	27759		SCHOOL BUS CHARTER FOR RANGER PROGRAM FIELD TRIP, J.LORENTZ, JUL.'18	07/27/2018	630.00	.00	01-6265 TRAINING & SCH00LING	1086	7/18		
Total 27759:						630.00	.00					
Total CALDWELL TRANSPORTATION COMPANY:						630.00	.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	7757		PATCH AT 880 GOIRLST, PI SERVICE INSTALLED, D.CROSSLEY, AUG.'18	08/21/2018	1,785.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/18		
Total 7757:						1,785.00	.00					
20	CAPITAL PAVING CO	7812		SERVICE/REPAIR, PATCH AT 527 MARTEESON AVE, C.DEYOUNG, AUG.'18	08/30/2018	435.00	.00	20-6150 M & R - SYSTEM	0	8/18		

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Total 7812:						435.00	.00					
Total CAPITAL PAVING CO:						2,220.00	.00					
CASELLE INC												
1239	CASELLE INC	90162		CONTRACT SUPPORT AND MAINTENANCE 10/1-31/18 - ADMIN	09/01/2018	459.20	.00	01-6052 CONTRACT SERVICES	0	10/18		
1239	CASELLE INC	90162		CONTRACT SUPPORT AND MAINTENANCE 10/1-31/18 - P & Z	09/01/2018	147.60	.00	01-6052 CONTRACT SERVICES	1003	10/18		
1239	CASELLE INC	90162		CONTRACT SUPPORT AND MAINTENANCE 10/1-31/18 - WATER	09/01/2018	434.60	.00	20-6052 CONTRACT SERVICES	0	10/18		
1239	CASELLE INC	90162		CONTRACT SUPPORT AND MAINTENANCE 10/1-31/18 - SEWER	09/01/2018	434.60	.00	21-6052 CONTRACT SERVICES	0	10/18		
1239	CASELLE INC	90162		CONTRACT SUPPORT AND MAINTENANCE 10/1-31/18 - P.I	09/01/2018	164.00	.00	25-6052 CONTRACT SERVICES	0	10/18		
Total 90162:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922113608		DEDICATED LANDLINE SCADA, 8/25-9/24/18 - WATER	09/07/2018	16.71	16.71	20-6255 TELEPHONE EXPENSE	0	9/18	09/07/2018	
62	CENTURYLINK	208922113608		DEDICATED LANDLINE SCADA, 8/25-9/24/18 - SEWER	09/07/2018	22.29	22.29	21-6255 TELEPHONE EXPENSE	0	9/18	09/07/2018	
62	CENTURYLINK	208922113608		DEDICATED LANDLINE SCADA, 8/25-9/24/18 - P.I	09/07/2018	7.43	7.43	25-6255 TELEPHONE EXPENSE	0	9/18	09/07/2018	

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Total 20892211360825092418:						46.43	46.43					
Total CENTURYLINK:						46.43	46.43					
CHALLENGER DEVELOPMENT INC												
1911	CHALLENGER DEVELOPMENT INC	08302018MRL		<u>MEMORY RANCH REGIONAL LIFT STATION REIMBURSEMENT</u>	08/30/2018	21,288.80	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	9/18		
Total 08302018MRLS:						21,288.80	.00					
1911	CHALLENGER DEVELOPMENT INC	08302018MRPI		<u>MEMORY RANCH PI TRUNK LINE REIMBURSEMENT</u>	08/30/2018	16,211.86	.00	05-6307 PR IRR MAIN CAPACITY REIMBURSE	0	9/18		
Total 08302018MRPIT:						16,211.86	.00					
Total CHALLENGER DEVELOPMENT INC:						37,500.66	.00					
CITIBANK, N.A.												
1874	CITIBANK, N.A.	100040593	7455	<u>PARTS TO REPAIR THE FENCE AT THE DOG PARK, AUG.'18</u>	08/14/2018	19.02	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/18		
Total 100040593:						19.02	.00					
1874	CITIBANK, N.A.	200071649	7480	<u>ELBOW FOR SPRAYER, AUG.'18</u>	08/22/2018	2.29	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/18		
1874	CITIBANK, N.A.	200071649	7480	<u>TRI BALL ADJ BALL MOUNT HITCH, M.MEADE, AUG.'18</u>	08/22/2018	139.99	.00	01-6175 SMALL TOOLS	1004	8/18		
Total 200071649:						142.28	.00					
Total CITIBANK, N.A.:						161.30	.00					

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COLEMAN COMMUNITIES INC												
1827	COLEMAN COMMUNITIES INC	08302018T		<u>TIMBERMIST REIMBURSEMENT PAYMENT, SEWER TRUNK PROJECT AGREEMENT, AUG.'18</u>	08/30/2018	76,317.20	.00	<u>05-6306 SEWER MAIN CAPACITY REIMBURSE</u>	0	8/18		
Total 08302018T:						76,317.20	.00					
Total COLEMAN COMMUNITIES INC:						76,317.20	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	J396121	7490	<u>BLADE FOR HOT SAW, AUG.'18</u>	08/24/2018	243.00	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/18		
Total J396121:						243.00	.00					
Total CORE & MAIN LP:						243.00	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	7968	7546	<u>PROGRAMMING SPRINGHILL PUMPSTATION, D.CROSSLEY, SEPT.'18</u>	09/05/2018	595.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	9/18		
Total 7968:						595.00	.00					
147	CUSTOM ELECTRIC, INC.	7994	7532	<u>TROUBLESHOOTING AND REPAIRING EXHAUST FANS AT LAGOONS, T.FLEMING, SEPT.'18</u>	08/31/2018	85.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/18		
Total 7994:						85.00	.00					
147	CUSTOM ELECTRIC, INC.	7999	7547	<u>REPLACED GENERATOR BATTERY CHARGER AT DANSKIN LIFT STATION, SEPT.'18</u>	09/07/2018	91.36	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/18		
Total 7999:						91.36	.00					

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Total CUSTOM ELECTRIC, INC.:						771.36	.00					
DIGLINE												
25	DIGLINE	0058771-IN		<u>DIG FEES, AUG.'18 - WATER</u>	08/31/2018	227.04	.00	20-6065 DIG LINE EXPENSE	0	8/18		
25	DIGLINE	0058771-IN		<u>DIG FEES, AUG.'18 - SEWER</u>	08/31/2018	227.04	.00	21-6065 DIG LINE EXPENSE	0	8/18		
25	DIGLINE	0058771-IN		<u>DIG FEES, AUG.'18 - P.I</u>	08/31/2018	86.50	.00	25-6065 DIG LINE EXPENSE	0	8/18		
Total 0058771-IN:						540.58	.00					
Total DIGLINE:						540.58	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	09102018-DM		<u>PLUMBING PERMITS FOR AUGUST 2018</u>	09/10/2018	9,737.17	9,737.17	01-6202 PROFESSIONAL SERVICES	1003	9/18	09/10/2018	
Total 09102018-DMH:						9,737.17	9,737.17					
Total DMH ENTERPRISES:						9,737.17	9,737.17					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-1747550	7524	<u>CHEMICALS FOR THE WELLS, D.CROSSLEY, AUG.'18</u>	09/10/2018	751.41	.00	20-6151 M & R - PROCESS CHEMICALS	0	9/18		
Total IN-1747550:						751.41	.00					
Total DUBOIS CHEMICALS INC:						751.41	.00					
DYKMAN ELECTRICAL, INC.												
1706	DYKMAN ELECTRICAL, INC.	0473272-IN	7473	<u>MOTORS FOR FANS AT THE LAGOONS, T.FLEMING, AUG.'18</u>	08/24/2018	1,039.58	.00	21-6150 M & R - SYSTEM	0	8/18		
Total 0473272-IN:						1,039.58	.00					

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Total DYKMAN ELECTRICAL, INC.:						1,039.58	.00					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	09102018-ECI		<u>ELECTRICAL PERMITS FOR AUGUST 2018</u>	09/10/2018	11,668.89	11,668.89	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	9/18	09/10/2018	
Total 09102018-ECI:						11,668.89	11,668.89					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						11,668.89	11,668.89					
ENSIGN DEVELOPMENT GROUP LLC												
1952	ENSIGN DEVELOPMENT GROUP LLC	08302018EPIT		<u>ENSIGN DEVELOPMENT PI TRUNK REIMBURSEMENT AGREEMENT</u>	08/30/2018	2,866.58	.00	05-6307 PR IRR <u>MAIN CAPACITY REIMBURSE</u>	0	9/18		
Total 08302018EPIT:						2,866.58	.00					
1952	ENSIGN DEVELOPMENT GROUP LLC	08302018EWT		<u>ENSIGN DEVELOPMENT WATER TRUNK REIMBURSEMENT AGREEMENT</u>	08/30/2018	28,596.92	.00	05-6305 WATER <u>MAIN CAPACITY REIMBURSE</u>	0	9/18		
Total 08302018EWT:						28,596.92	.00					
Total ENSIGN DEVELOPMENT GROUP LLC:						31,463.50	.00					
FATBEAM LLC												
1831	FATBEAM LLC	6297		<u>MONTHLY INTERNET SERVICES FOR SEPTEMBER 2018 - ADMIN</u>	09/01/2018	95.00	.00	01-6052 <u>CONTRACT SERVICES</u>	0	9/18		
1831	FATBEAM LLC	6297		<u>MONTHLY INTERNET SERVICES FOR SEPTEMBER 2018 - WATER</u>	09/01/2018	65.00	.00	20-6052 <u>CONTRACT SERVICES</u>	0	9/18		
1831	FATBEAM LLC	6297		<u>MONTHLY INTERNET SERVICES FOR SEPTEMBER 2018 - SEWER</u>	09/01/2018	65.00	.00	21-6052 <u>CONTRACT SERVICES</u>	0	9/18		
1831	FATBEAM LLC	6297		<u>MONTHLY INTERNET SERVICES FOR SEPTEMBER 2018 - P.I</u>	09/01/2018	25.00	.00	25-6052 <u>CONTRACT SERVICES</u>	0	9/18		

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 6297:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0692155-1	7442	<u>2 EA. DIFFUSERS, T.FLEMING, AUG.'18</u>	08/22/2018	121.80	.00	20-6150 M & R - SYSTEM	0	8/18		
219	FERGUSON ENTERPRISES INC	0692155-1	7442	<u>2 EA. DIFFUSERS, T.FLEMING, AUG.'18</u>	08/22/2018	121.80	.00	21-6150 M & R - SYSTEM	0	8/18		
219	FERGUSON ENTERPRISES INC	0692155-1	7442	<u>2 EA. DIFFUSERS, T.FLEMING, AUG.'18</u>	08/22/2018	46.40	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/18		
Total 0692155-1:						290.00	.00					
219	FERGUSON ENTERPRISES INC	0693396	7493	<u>DUCT LUGS FOR PIPE VALVES, STOCK PARTS, T.FLEMING, AUG.'18</u>	08/23/2018	30.12	.00	20-6150 M & R - SYSTEM	0	8/18		
Total 0693396:						30.12	.00					
Total FERGUSON ENTERPRISES INC:						320.12	.00					
ICRMP												
35	ICRMP	02101-1819-1		<u>RISK INSURANCE, POLICY PERIOD 10/1/18-9/30/19 - ADMIN</u>	09/01/2018	9,239.27	.00	01-1500 PREPAID INSURANCE	0	9/18		
35	ICRMP	02101-1819-1		<u>RISK INSURANCE, POLICY PERIOD 10/1/18-9/30/19 - SENIOR CENTER</u>	09/01/2018	219.98	.00	01-1500 PREPAID INSURANCE	1001	9/18		
35	ICRMP	02101-1819-1		<u>RISK INSURANCE, POLICY PERIOD 10/1/18-9/30/19 - P & Z</u>	09/01/2018	2,639.78	.00	01-1500 PREPAID INSURANCE	1003	9/18		
35	ICRMP	02101-1819-1		<u>RISK INSURANCE, POLICY PERIOD 10/1/18-9/30/19 - PARKS</u>	09/01/2018	3,079.76	.00	01-1500 PREPAID INSURANCE	1004	9/18		

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35	ICRMP	02101-1819-1		<u>RISK INSURANCE, POLICY PERIOD 10/1/18-9/30/19 - WATER</u>	09/01/2018	8,799.30	.00	<u>20-1500 PREPAID INSURANCE</u>	0	9/18		
35	ICRMP	02101-1819-1		<u>RISK INSURANCE, POLICY PERIOD 10/1/18-9/30/19 - SEWER</u>	09/01/2018	18,038.57	.00	<u>21-1500 PREPAID INSURANCE</u>	0	9/18		
35	ICRMP	02101-1819-1		<u>RISK INSURANCE, POLICY PERIOD 10/1/18-9/30/19 - P.]</u>	09/01/2018	1,979.84	.00	<u>25-1500 PREPAID INSURANCE</u>	0	9/18		
Total 02101-1819-1:						43,996.50	.00					
Total ICRMP:						43,996.50	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	09/2018		<u>CONTRACT SERVICES SEPTEMBER 2018</u>	09/01/2018	5,492.33	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	9/18		
Total 09/2018:						5,492.33	.00					
Total IDAHO HUMANE SOCIETY:						5,492.33	.00					
IDAHO MATERIALS & CONSTRUCTION												
418	IDAHO MATERIALS & CONSTRUCTION	181350		<u>WATER VALVES AND COLLARS, P.STEVENS, AUG.'18</u>	08/23/2018	1,728.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/18		
Total 181350:						1,728.00	.00					
Total IDAHO MATERIALS & CONSTRUCTION:						1,728.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	08282018I-1		<u>ELECTRIC SERVICE FOR AUGUST 2018 - STREET LIGHTS</u>	08/28/2018	1,341.05	.00	<u>01-6290 UTILITIES</u>	1002	8/18		
Total 08282018I-1:						1,341.05	.00					

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38	IDAHO POWER CO	09072018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - STREET LIGHTS</u>	09/07/2018	1.04	.00	<u>01-6290 UTILITIES</u>	1002	8/18		
Total 09072018I:						1.04	.00					
Total IDAHO POWER CO:						1,342.09	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1125536	7534	<u>AD#1810434 & 1810461, LEGAL NOTICE, ORDINANCE 2018-32 & 33, A.WELKER, SEPT.'18</u>	09/12/2018	157.76	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/18		
1802	IDAHO PRESS TRIBUNE, LLC	1125536	7534	<u>AD#1810434 & 1810461, LEGAL NOTICE, ORDINANCE 2018-32 & 33, A.WELKER, SEPT.'18</u>	09/12/2018	56.34	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/18		
1802	IDAHO PRESS TRIBUNE, LLC	1125536	7534	<u>AD#1810434 & 1810461, LEGAL NOTICE, ORDINANCE 2018-32 & 33, A.WELKER, SEPT.'18</u>	09/12/2018	146.50	.00	<u>20-6125 LEGAL PUBLICATIONS</u>	0	9/18		
1802	IDAHO PRESS TRIBUNE, LLC	1125536	7534	<u>AD#1810434 & 1810461, LEGAL NOTICE, ORDINANCE 2018-32 & 33, A.WELKER, SEPT.'18</u>	09/12/2018	146.50	.00	<u>21-6125 LEGAL PUBLICATIONS EXPENSE</u>	0	9/18		
1802	IDAHO PRESS TRIBUNE, LLC	1125536	7534	<u>AD#1810434 & 1810461, LEGAL NOTICE, ORDINANCE 2018-32 & 33, A.WELKER, SEPT.'18</u>	09/12/2018	56.34	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	9/18		
Total 1125536:						563.44	.00					
Total IDAHO PRESS TRIBUNE, LLC:						563.44	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S9004577		<u>SOLICITOR'S LICENSE, S.GRIFFIN, AUG.'18</u>	08/08/2018	32.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	8/18		
Total S9004577:						32.00	.00					
1509	IDAHO STATE POLICE	S9007947		<u>SOLICITOR'S LICENSE, J.LOOSLE, AUG.'18</u>	08/08/2018	32.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	9/18		

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				WORK - AUG.'18	08/31/2018	11.88	.00	25-6142_MAINT. & REPAIRS - EQUIPMENT	0	8/18		
Total 109460:						132.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	109542	7506	<u>VIDEO CARD FOR J.REID, CLERKS OFFICE, AUG.'18</u>	08/30/2018	61.01	.00	01-6165_OFFICE SUPPLIES	0	8/18		
1595	INTEGRINET SOLUTIONS, INC.	109542	7506	<u>VIDEO CARD FOR J.REID, CLERKS OFFICE, AUG.'18</u>	08/30/2018	1.56	.00	20-6165_OFFICE SUPPLIES	0	8/18		
1595	INTEGRINET SOLUTIONS, INC.	109542	7506	<u>VIDEO CARD FOR J.REID, CLERKS OFFICE, AUG.'18</u>	08/30/2018	1.56	.00	21-6165_OFFICE SUPPLIES	0	8/18		
1595	INTEGRINET SOLUTIONS, INC.	109542	7506	<u>VIDEO CARD FOR J.REID, CLERKS OFFICE, AUG.'18</u>	08/30/2018	.77	.00	25-6165_OFFICE SUPPLIES	0	8/18		
Total 109542:						64.90	.00					
Total INTEGRINET SOLUTIONS, INC.:						196.90	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000731		<u>NATURAL GAS CONSUMPTION AT THE TREATMENT PLANT, 7/31-8/27/18 - WATER</u>	09/07/2018	5.21	5.21	20-6290_UTILITIES EXPENSE	0	9/18	09/07/2018	
37	INTERMOUNTAIN GAS CO	482195000731		<u>NATURAL GAS CONSUMPTION AT THE TREATMENT PLANT, 7/31-8/27/18 - SEWER</u>	09/07/2018	5.21	5.21	21-6290_UTILITIES EXPENSE	0	9/18	09/07/2018	
37	INTERMOUNTAIN GAS CO	482195000731		<u>NATURAL GAS CONSUMPTION AT THE TREATMENT PLANT, 7/31-8/27/18 - P.I</u>	09/07/2018	1.99	1.99	25-6290_UTILITIES EXPENSE	0	9/18	09/07/2018	
Total 4821950007318272018:						12.41	12.41					
Total INTERMOUNTAIN GAS CO:						12.41	12.41					
INTERWEST SUPPLY												
618	INTERWEST SUPPLY	24229	7433	<u>SPRINKLER PARTS AND MAIN LINE PARTS, FOR FARM RISER REPAIRS, R.WARWICK</u>	08/08/2018	396.81	.00	21-6090_FARM EXPENDITURES	0	8/18		

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Total 24229:						396.81	.00					
Total INTERWEST SUPPLY:						396.81	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	08242018-083		<u>SANITATION RECEIPT TRANSFER 8/24-30/18</u>	08/31/2018	9,744.66	9,744.66	26-7000 SOLID WASTE SERVICE FEES	0	8/18	08/31/2018	
230	J & M SANITATION, INC.	08242018-083		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 8/24-30/18</u>	08/31/2018	-962.77	-962.77	01-4170 FRANCHISE FEES	0	8/18	08/31/2018	
Total 08242018-08302018:						8,781.89	8,781.89					
230	J & M SANITATION, INC.	08302018JM		<u>SLUDGE DISPOSAL/REMOVAL, 8/1-31/18</u>	08/30/2018	3,600.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	8/18		
Total 08302018JM:						3,600.00	.00					
230	J & M SANITATION, INC.	08302018JM2		<u>JULY 2018 25 YD CONTAINER RENTAL</u>	08/30/2018	9.90	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/18		
230	J & M SANITATION, INC.	08302018JM2		<u>JULY 2018 25 YD CONTAINER RENTAL</u>	08/30/2018	8.40	.00	20-6150 M & R - SYSTEM	0	7/18		
230	J & M SANITATION, INC.	08302018JM2		<u>JULY 2018 25 YD CONTAINER RENTAL</u>	08/30/2018	8.10	.00	21-6150 M & R - SYSTEM	0	7/18		
230	J & M SANITATION, INC.	08302018JM2		<u>JULY 2018 25 YD CONTAINER RENTAL</u>	08/30/2018	3.60	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	7/18		
Total 08302018JM2:						30.00	.00					
230	J & M SANITATION, INC.	08312018-090		<u>SANITATION RECEIPT TRANSFER 8/31-9/6/18</u>	09/07/2018	21,852.55	21,852.55	26-7000 SOLID WASTE SERVICE FEES	0	9/18	09/07/2018	

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230	J & M SANITATION, INC.	08312018-090		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 8/31-9/6/18	09/07/2018	-2,159.03	-2,159.03	01-4170 FRANCHISE FEES	0	9/18	09/07/2018	
Total 08312018-09062018:						19,693.52	19,693.52					
Total J & M SANITATION, INC.:						32,105.41	28,475.41					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0118797		PROFESSIONAL SERVICES FROM 7/1-28/18 - KUNA W 2ND ST PARKING LOT, PROJECT 10- 18-005	08/13/2018	324.00	.00	40-6020 CAPITAL IMPROVEMENTS	1010	7/18		
Total 0118797:						324.00	.00					
1236	J-U-B ENGINEERS, INC.	0118798		PROFESSIONAL SERVICES FROM JUL 1-28 2018, KUNA DOWNTOWN REVITALIZATION PHASE IIA & B, PROJECT 10-17- 142 - ADMIN	08/13/2018	4,597.04	.00	01-6045 CONTINGENCY	1119	7/18		
1236	J-U-B ENGINEERS, INC.	0118798		PROFESSIONAL SERVICES FROM JUL 1-28 2018, KUNA DOWNTOWN REVITALIZATION PHASE IIA & B, PROJECT 10-17- 142 - PARKS	08/13/2018	3,447.78	.00	01-6045 CONTINGENCY	1004	7/18		
1236	J-U-B ENGINEERS, INC.	0118798		PROFESSIONAL SERVICES FROM JUL 1-28 2018, KUNA DOWNTOWN REVITALIZATION PHASE IIA & B, PROJECT 10-17- 142 - WATER	08/13/2018	1,379.11	.00	20-6045 CONTINGENCY	1119	7/18		
1236	J-U-B ENGINEERS, INC.	0118798		PROFESSIONAL SERVICES FROM JUL 1-28 2018, KUNA DOWNTOWN REVITALIZATION PHASE IIA & B, PROJECT 10-17- 142 - SEWER	08/13/2018	1,379.11	.00	21-6045 CONTINGENCY	1119	7/18		
1236	J-U-B ENGINEERS, INC.	0118798		PROFESSIONAL SERVICES FROM JUL 1-28 2018, KUNA DOWNTOWN REVITALIZATION PHASE IIA & B, PROJECT 10-17- 142 - P.I	08/13/2018	689.56	.00	25-6045 CONTINGENCY FUND	1119	7/18		

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Total 0118798:						11,492.60	.00					
Total J-U-B ENGINEERS, INC.:						11,816.60	.00					
KEITH CLOW												
1903	KEITH CLOW	08312018KC		REIMBURSEMENT #2 - LOCK-N-ROLL SELF STORAGE, R75-2017, SEPT.'18	08/31/2018	9,246.94	.00	05-6305 WATER MAIN CAPACITY REIMBBURSE	0	9/18		
Total 08312018KC:						9,246.94	.00					
Total KEITH CLOW:						9,246.94	.00					
KUNA CHAMBER OF COMMERCE												
314	KUNA CHAMBER OF COMMERCE	08312018KCC		CHAMBER FEES PASS THROUGH/JBA HOME IMPROVEMENTS MEMBERSHIP AUG.18	08/31/2018	60.00	.00	01-2075 UNEARNED REVENUE	4100	9/18		
Total 08312018KCC:						60.00	.00					
314	KUNA CHAMBER OF COMMERCE	09072018KCC		CHAMBER FEES PASS THROUGH/QUALITY PERSONAL GIFTS MEMBERSHIP SEPT.'18	09/07/2018	60.00	.00	01-2075 UNEARNED REVENUE	4100	9/18		
Total 09072018KCC:						60.00	.00					
Total KUNA CHAMBER OF COMMERCE:						120.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A101452	7482	BRASS COUPLING AND WASP SPRAY FOR PI PUMP STATIONS, M.DAVILA, AUG.'18	08/22/2018	5.65	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/18		
Total A101452:						5.65	.00					
499	KUNA LUMBER	A101461	7485	WASP SPRAY FOR PI PUMP STATIONS, M.DAVILA, AUG.'18	08/22/2018	19.04	.00	25-6150 MAINT. & REPAIRS -				

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								SYSTEM (PI)	0	8/18		
	Total A101461:					19.04	.00					
499	KUNA LUMBER	B117167	7538	<u>PAIN</u> T AND SUPPLIES FOR <u>PARKS HOUSE OFFICE,</u> <u>S.HOWELL, SEPT.'18</u>	09/06/2018	117.26	.00	<u>01-6140 MAINT. &</u> <u>REPAIR BUILDING</u>	1004	9/18		
	Total B117167:					117.26	.00					
499	KUNA LUMBER	B117699	7516	<u>ANCHOR BOLTS FOR</u> <u>TOMORROW'S WASTE BOX,</u> <u>J.COX, AUG.'18</u>	08/29/2018	5.22	.00	<u>25-6150 MAINT. &</u> <u>REPAIRS -</u> <u>SYSTEM (PI)</u>	0	8/18		
	Total B117699:					5.22	.00					
499	KUNA LUMBER	B117738	7519	<u>BAG OF CONCRETE FOR PIAT</u> <u>BUTLER PARK, B.BURR,</u> <u>AUG.'18</u>	08/30/2018	4.29	.00	<u>25-6150 MAINT. &</u> <u>REPAIRS -</u> <u>SYSTEM (PI)</u>	0	8/18		
	Total B117738:					4.29	.00					
499	KUNA LUMBER	B117969	7544	<u>SPRAYHEAD PULL UP TOOL, B.</u> <u>BOWEN, PARKS, SEPT '18</u>	09/07/2018	10.79	.00	<u>01-6175 SMALL</u> <u>TOOLS</u>	1004	9/18		
499	KUNA LUMBER	B117969	7544	<u>SPLASH PAD SEWER LINE AND</u> <u>WATER LINE, SEPT.'18</u>	09/07/2018	30.02	.00	<u>01-6045</u> <u>CONTINGENCY</u>	1067	9/18		
	Total B117969:					40.81	.00					
499	KUNA LUMBER	C3257	7464	<u>FLOORING AND PAINT, PARKS</u> <u>OFFICE, AUG.'18</u>	08/15/2018	2,871.20	.00	<u>01-6140 MAINT. &</u> <u>REPAIR BUILDING</u>	1004	8/18		
	Total C3257:					2,871.20	.00					
	Total KUNA LUMBER:					3,063.47	.00					

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				AUG.'18	08/02/2018	220.00	.00	21-6090 FARM EXPENDITURES	0	8/18		
Total 4381:						220.00	.00					
46	KUNA WELDING	4447	7515	IRRIGATION LID CUT, J.COX, AUG.'18	08/29/2018	15.00	.00	25-6115 MAINT & REPAIR-SYSTEM-GRAVITY	0	8/18		
Total 4447:						15.00	.00					
Total KUNA WELDING:						235.00	.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	18212590		REOCCURING TANK RENTAL, AUG.'18	08/31/2018	30.90	.00	21-6150 M & R - SYSTEM	0	8/18		
Total 18212590:						30.90	.00					
Total MATHESON TRI-GAS INC:						30.90	.00					
MUNICIPAL CODE CORPORATION												
1488	MUNICIPAL CODE CORPORATION	00316047		ADMINISTRATIVE SUPPORT FEE, 9/1/18-8/31/19 - ADMIN	09/06/2018	49.00	.00	01-6202 PROFESSIONAL SERVICES	0	9/18		
1488	MUNICIPAL CODE CORPORATION	00316047		ADMINISTRATIVE SUPPORT FEE, 9/1/18-8/31/19 - P & Z	09/06/2018	248.50	.00	01-6202 PROFESSIONAL SERVICES	1003	9/18		
1488	MUNICIPAL CODE CORPORATION	00316047		ADMINISTRATIVE SUPPORT FEE, 9/1/18-8/31/19 - WATER	09/06/2018	21.00	.00	20-6202 PROFESSIONAL SERVICES	0	9/18		
1488	MUNICIPAL CODE CORPORATION	00316047		ADMINISTRATIVE SUPPORT FEE, 9/1/18-8/31/19 - SEWER	09/06/2018	10.50	.00	21-6202 PROFESSIONAL SERVICES	0	9/18		
1488	MUNICIPAL CODE CORPORATION	00316047		ADMINISTRATIVE SUPPORT FEE, 9/1/18-8/31/19 - P.I	09/06/2018	21.00	.00	25-6202 PROFESSIONAL SERVICES	0	9/18		

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Total 00316047:						350.00	.00					
Total MUNICIPAL CODE CORPORATION:						350.00	.00					
NORCO, INC.												
222	NORCO, INC.	24526139	7500	<u>OXYGEN AND ACETYLENE FOR THE FARM, C.MCDANIEL, AUG.'18</u>	08/27/2018	107.70	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/18		
Total 24526139:						107.70	.00					
Total NORCO, INC.:						107.70	.00					
OASIS PROPERTIES LLC												
1953	OASIS PROPERTIES LLC	08302018OPIT		<u>SUNBEAM TOWNHOMES/OASIS PI TRUNK LINE REIMBURSEMENT AGREEMENT</u>	08/30/2018	17,425.25	.00	<u>05-6307 PR IRR MAIN CAPACITY REIMBURSE</u>	0	9/18		
Total 08302018OPIT:						17,425.25	.00					
Total OASIS PROPERTIES LLC:						17,425.25	.00					
OLDCASTLE PRECAST												
1785	OLDCASTLE PRECAST	240086186		<u>1 RISER FOR IRRIGATION, C.DEYOUNG, AUG.'18</u>	08/28/2018	314.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/18		
Total 240086186:						314.00	.00					
Total OLDCASTLE PRECAST:						314.00	.00					
PARTS, INC.												
470	PARTS, INC.	171613	7406	<u>AIR FILTER FOR TRUCK #9, B.GILLOGLY, AUG.'18</u>	08/02/2018	8.08	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	8/18		

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Total 171613:						8.08	.00					
470	PARTS, INC.	171730		<u>REPLACED BRASS TOGGLE, RING TERMINAL, AND PRIMARY WIRING FOR THE PARKS' 4-WHEELER LIGHT BAR, B.WITHROW, AUG.'18</u>	08/03/2018	16.08	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/18		
Total 171730:						16.08	.00					
470	PARTS, INC.	172247	7440	<u>STARTER AND BATTERY FOR TRUCK #23, AUG.'18</u>	08/10/2018	452.36	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/18		
Total 172247:						452.36	.00					
470	PARTS, INC.	172502	7454	<u>BRAKE PADS, WHEEL SEAL, BRAKE CLEANER AND ROTOR FOR TRUCK #27, B.GILLOGLY, AUG.'18</u>	08/14/2018	119.52	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/18		
470	PARTS, INC.	172502	7454	<u>BRAKE PADS, WHEEL SEAL, BRAKE CLEANER AND ROTOR FOR TRUCK #27, B.GILLOGLY, AUG.'18</u>	08/14/2018	47.81	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/18		
470	PARTS, INC.	172502	7454	<u>BRAKE PADS, WHEEL SEAL, BRAKE CLEANER AND ROTOR FOR TRUCK #27, B.GILLOGLY, AUG.'18</u>	08/14/2018	47.81	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/18		
470	PARTS, INC.	172502	7454	<u>BRAKE PADS, WHEEL SEAL, BRAKE CLEANER AND ROTOR FOR TRUCK #27, B.GILLOGLY, AUG.'18</u>	08/14/2018	23.89	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	8/18		
Total 172502:						239.03	.00					
470	PARTS, INC.	172518	7456	<u>MARKING PAINT FOR SHOP SUPPLIES, B.GILLOGLY, AUG.'18</u>	08/14/2018	3.84	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	8/18		

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470	PARTS, INC.	172518	7456	<u>MARKING PAINT FOR SHOP SUPPLIES, B.GILLOGLY, AUG.'18</u>	08/14/2018	1.54	.00	20-6150 M & R - SYSTEM	0	8/18		
470	PARTS, INC.	172518	7456	<u>MARKING PAINT FOR SHOP SUPPLIES, B.GILLOGLY, AUG.'18</u>	08/14/2018	1.54	.00	21-6150 M & R - SYSTEM	0	8/18		
470	PARTS, INC.	172518	7456	<u>MARKING PAINT FOR SHOP SUPPLIES, B.GILLOGLY, AUG.'18</u>	08/14/2018	.77	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/18		
Total 172518:						7.69	.00					
470	PARTS, INC.	172588	7460	<u>BATTERY FOR GRASSHOPPER LAWNMOWER, S. HOWELL, AUG.'18</u>	08/15/2018	49.14	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/18		
Total 172588:						49.14	.00					
470	PARTS, INC.	173197		<u>HOSES AND FITTINGS FOR THE KUBOTA TRACTOR, AUG.'18</u>	08/23/2018	33.10	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/18		
Total 173197:						33.10	.00					
470	PARTS, INC.	173425	7502	<u>WIPERS FOR TRUCK #33, S.HOWELL, AUG.'18</u>	08/27/2018	49.96	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	8/18		
Total 173425:						49.96	.00					
470	PARTS, INC.	173534	7508	<u>O RING GASKETS, FOR CHAPPAROSA PUMP STATION, PI, J. OSBORN, AUG '18</u>	08/28/2018	4.20	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/18		
Total 173534:						4.20	.00					
470	PARTS, INC.	173605	7513	<u>BATTERY FOR TRUCK #13, S.HOWELL, AUG.'18</u>	08/29/2018	65.63	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/18		

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470	PARTS, INC.	173605	7513	<u>BATTERY FOR TRUCK #13, S.HOWELL, AUG.'18</u>	08/29/2018	26.25	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/18		
470	PARTS, INC.	173605	7513	<u>BATTERY FOR TRUCK #13, S.HOWELL, AUG.'18</u>	08/29/2018	26.25	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/18		
470	PARTS, INC.	173605	7513	<u>BATTERY FOR TRUCK #13, S.HOWELL, AUG.'18</u>	08/29/2018	13.13	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	8/18		
Total 173605:						131.26	.00					
470	PARTS, INC.	173765	7521	<u>FAN BELT FOR BUTLER PUMPHOUSE, S.HOWELL, AUG.'18</u>	08/31/2018	17.57	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/18		
Total 173765:						17.57	.00					
470	PARTS, INC.	174067	7531	<u>HYDRAULIC HOSE AND FITTINGS FOR THE WHEEL LINES, C.MCDANIEL, SEPT.'18</u>	09/05/2018	24.36	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/18		
Total 174067:						24.36	.00					
Total PARTS, INC.:						1,032.83	.00					
PATAGONIA DEVELOPMENT LLC												
1888	PATAGONIA DEVELOPMENT LLC	08302018PLS		<u>PATAGONIA LIFT STATION REIMBURSEMENT AGREEMENT</u>	08/30/2018	48,078.42	.00	<u>05-6306 SEWER MAIN CAPACITY REIMBURSE</u>	0	9/18		
Total 08302018PLS:						48,078.42	.00					
1888	PATAGONIA DEVELOPMENT LLC	08302018PPIP		<u>PATAGONIA PI PUMP STATION REIMBURSEMENT AGREEMENT</u>	08/30/2018	30,750.46	.00	<u>05-6307 PR IRR MAIN CAPACITY REIMBURSE</u>	0	9/18		

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Total 08302018PPIPS:						30,750.46	.00					
1888	PATAGONIA DEVELOPMENT LLC	08302018PPIT		<u>PATAGONIA PI TRUNK REIMBURSEMENT AGREEMENT</u>	08/30/2018	17,259.67	.00	<u>05-6307 PR IRR MAIN CAPACITY REIMBURSE</u>	0	9/18		
Total 08302018PPIT:						17,259.67	.00					
1888	PATAGONIA DEVELOPMENT LLC	08302018PST		<u>PATAGONIA SEWER TRUNK REIMBURSEMENT AGREEMENT</u>	08/30/2018	15,698.32	.00	<u>05-6306 SEWER MAIN CAPACITY REIMBURSE</u>	0	9/18		
Total 08302018PST:						15,698.32	.00					
1888	PATAGONIA DEVELOPMENT LLC	08302018PWT		<u>PATAGONIA WATER TRUNK REIMBURSEMENT AGREEMENT</u>	08/30/2018	61,723.37	.00	<u>05-6305 WATER MAIN CAPACITY REIMBURSE</u>	0	9/18		
Total 08302018PWT:						61,723.37	.00					
Total PATAGONIA DEVELOPMENT LLC:						173,510.24	.00					
PROFESSIONAL CONSTRUCTION SVCS, INC.												
1643	PROFESSIONAL CONSTRUCTION SVCS, INC.	12151		<u>SIDEWALK REPLACEMENT, FOR PI INSTALLATION. D.CROSSLEY, AUG.'18</u>	08/24/2018	975.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/18		
Total 12151:						975.00	.00					
Total PROFESSIONAL CONSTRUCTION SVCS, INC.:						975.00	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	1251729	7545	<u>30 REVOLVER SPRINKLERS FOR WHEEL LINE, C. MCDANIELS, SEPT '18</u>	09/07/2018	375.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/18		
Total 1251729:						375.00	.00					

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Total RAIN FOR RENT:						375.00	.00					
RIDLEY'S FOOD CORP												
1673	RIDLEY'S FOOD CORP	08302018R		<u>RIDLEY'S FAMILY MARKETS SEWER LINE, SEWER REIMBURSEMENT AGREEMENT</u>	08/30/2018	18,899.91	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	8/18		
Total 08302018R:						18,899.91	.00					
Total RIDLEY'S FOOD CORP:						18,899.91	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	P03297		<u>REFUND/CREDIT, RETURNED TANK ASSEMBLY FOR GRASSHOPPER MOWER, WRONG PART ORDERED, JUL.'18</u>	07/20/2018	-8.81	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/18		
Total P03297:						-8.81	.00					
478	ROCKY MOUNTAIN TURF & INDUSTRI	P03779	7479	<u>STARTER FOR GRASSHOPPER, S.HOWELL</u>	08/21/2018	403.71	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/18		
Total P03779:						403.71	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						394.90	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	426895243		<u>NEW EMPLOYEE DRUG SCREENING, S.JONES, AUG.'18</u>	08/16/2018	40.00	.00	01-6202 PROFESSIONAL SERVICES	1004	8/18		
Total 426895243:						40.00	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						40.00	.00					

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				C.OSWALD, SEPT.'18	09/07/2018	22.14	.00	25-6165 OFFICE SUPPLIES	0	9/18		
	Total 2160:05746728:					138.40	.00					
	Total TREASURE VALLEY COFFEE:					239.63	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	263882144000	7397	WALMART, CANDY AND FLOAT DECORATIONS FOR THE RANGER'S KUNA DAYS FLOAT. J.LORENTZ, AUG.'18	08/01/2018	96.87	.00	01-6265 TRAINING & SCHOOLING	1086	8/18		
	Total 26388214400002613736:					96.87	.00					
1444	U.S. BANK (VISA)	310682080837	7375	AMAZON, BLUETOOTH HEADSET, L. HOLLAND, JUL.'18	07/27/2018	39.96	.00	01-6165 OFFICE SUPPLIES	4000	7/18		
	Total 31068208083705780379:					39.96	.00					
1444	U.S. BANK (VISA)	310682180833		NATIONAL PEN CO, ENGRAVED PENS FOR ECONOMIC DEVELOPMENT, A.WELKER, AUG.'18	08/06/2018	194.44	.00	01-6165 OFFICE SUPPLIES	4000	8/18		
	Total 31068218083305288797:					194.44	.00					
1444	U.S. BANK (VISA)	310682190833	7408	AMAZON.COM, KEYBOARD AND MOUSE, W.HOWELL, AUG.'18	08/07/2018	106.65	.00	01-6165 OFFICE SUPPLIES	1003	8/18		
	Total 31068219083303537376:					106.65	.00					
1444	U.S. BANK (VISA)	310682280837	7453	AMAZON.COM, DOG BAGS FOR PARKS, J.LORENTZ, AUG.'18	08/16/2018	69.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/18		

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Total 31068228083715610463:						69.98	.00					
1444	U.S. BANK (VISA)	310682299750	7467	<u>ALBERTSONS,POPCORN BAGS FOR MOVIE NIGHT, J.LORENTZ, AUG.'18</u>	08/16/2018	5.98	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/18		
Total 31068229975010017709:						5.98	.00					
1444	U.S. BANK (VISA)	330982144005	7393	<u>IBOL, SEWER LICENSE RENEWAL, WWC1-21707, M.MEADE, AUG.'18</u>	08/01/2018	30.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	8/18		
Total 33098214400542002656:						30.00	.00					
1444	U.S. BANK (VISA)	374782070000	7363	<u>CWI, IBOL CERTIFICATION EXAM, M.DAVILA, JUL.'18</u>	07/25/2018	25.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	7/18		
Total 37478207000014191196:						25.00	.00					
1444	U.S. BANK (VISA)	374782070000	7363	<u>CWI, IBOL CERTIFICATION EXAM, J.COX, JUL.'18</u>	07/25/2018	25.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	7/18		
Total 37478207000014191808:						25.00	.00					
1444	U.S. BANK (VISA)	374782350000	7488	<u>CWI, IBOL CLASS, J.OSBORN, AUG.'18</u>	08/22/2018	25.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	8/18		
Total 37478235000016999550:						25.00	.00					
1444	U.S. BANK (VISA)	710582146271	7394	<u>IRWA, CERTIFICATION MATH BASICS, M.MEADE & J.MORFIN, AUG.'18</u>	08/01/2018	240.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	8/18		
Total 71058214627166884084:						240.00	.00					

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1444	U.S. BANK (VISA)	710582154325	7410	<u>E AIR TOOLS, ANGLE ADAPTERS, C.DEYOUNG, AUG.'18</u>	08/03/2018	576.48	.00	<u>20-6175 SMALL TOOLS</u>	0	8/18		
Total 71058215432530000015:						576.48	.00					
1444	U.S. BANK (VISA)	710582206271	7424	<u>IDAHO RURAL WATER ASSOC., MATHMATICS CLASS, C.DEYOUNG, AUG.'18</u>	08/08/2018	120.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	8/18		
Total 71058220627199183191:						120.00	.00					
1444	U.S. BANK (VISA)	921582197402		<u>CAKE CREATIONS, RETIREMENT CAKE FOR K.RICE, AUG.'18</u>	08/07/2018	111.60	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	1032	8/18		
1444	U.S. BANK (VISA)	921582197402		<u>CAKE CREATIONS, RETIREMENT CAKE FOR K.RICE, AUG.'18</u>	08/07/2018	4.96	.00	<u>20-6155 MEETINGS/COMMI TTEES</u>	1032	8/18		
1444	U.S. BANK (VISA)	921582197402		<u>CAKE CREATIONS, RETIREMENT CAKE FOR K.RICE, AUG.'18</u>	08/07/2018	4.96	.00	<u>21-6155 MEETINGS/COMMI TTEES</u>	1032	8/18		
1444	U.S. BANK (VISA)	921582197402		<u>CAKE CREATIONS, RETIREMENT CAKE FOR K.RICE, AUG.'18</u>	08/07/2018	2.48	.00	<u>25-6155 MEETING/COMMIT TEES</u>	1032	8/18		
Total 92158219740249481481:						124.00	.00					
1444	U.S. BANK (VISA)	921582198949	7427	<u>IDAHO STATE COUNCIL, SOCIETY OF HUMAN RESOURCES, REGISTRATION FOR CONFERENCE, F.GIDDINGS, AUG.'18</u>	08/07/2018	175.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	0	8/18		
Total 92158219894905350611:						175.00	.00					
1444	U.S. BANK (VISA)	921582268941	7450	<u>PNWISA, CLASS REGISTRATION, D.POLENTZ, AUG.'18</u>	08/14/2018	194.69	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	8/18		

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Total 92158226894145797648:						194.69	.00					
1444	U.S. BANK (VISA)	921582298942		<u>FAIRTOOL1. ADDITIONAL SHIPPING LABEL CHARGES FOR THE DRIVER ANGLES. C.DEYOUNG. AUG.'18</u>	08/17/2018	16.50	.00	<u>20-6190 POSTAGE & BILLING</u>	0	8/18		
Total 92158229894258819293:						16.50	.00					
1444	U.S. BANK (VISA)	921682201005	7428	<u>WALMART.COM. PHOTO FRAME. J.REID. AUG.'18</u>	08/08/2018	20.69	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	1032	8/18		
1444	U.S. BANK (VISA)	921682201005	7428	<u>WALMART.COM. PHOTO FRAME. J.REID. AUG.'18</u>	08/08/2018	.92	.00	<u>20-6155 MEETINGS/COMMITTEES</u>	1032	8/18		
1444	U.S. BANK (VISA)	921682201005	7428	<u>WALMART.COM. PHOTO FRAME. J.REID. AUG.'18</u>	08/08/2018	.92	.00	<u>21-6155 MEETINGS/COMMITTEES</u>	1032	8/18		
1444	U.S. BANK (VISA)	921682201005	7428	<u>WALMART.COM. PHOTO FRAME. J.REID. AUG.'18</u>	08/08/2018	.46	.00	<u>25-6155 MEETING/COMMITTEES</u>	1032	8/18		
Total 92168220100564531713:						22.99	.00					
1444	U.S. BANK (VISA)	921682281007	7446	<u>AMAZON. DEPARTMENT FOLDERS. D.STEPHENS. AUG.'18</u>	08/16/2018	138.56	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	8/18		
Total 92168228100757720802:						138.56	.00					
1444	U.S. BANK (VISA)	921682291002	7432	<u>UNITED AIRLINES. AIRPLANE TICKETS FOR L.HOLLAND. TRAVEL TO CONFERENCE IN LOUISIANA. AUG.'18</u>	08/16/2018	500.10	.00	<u>01-6265 TRAINING & SCHOOLING</u>	4000	8/18		
Total 92168229100221036172:						500.10	.00					

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1444	U.S. BANK (VISA)	921682361000		<u>AMAZON.COM, FILE FOLDERS, D.STEPHENS, AUG.'18</u>	08/24/2018	93.84	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	8/18		
Total 92168236100032694640:						93.84	.00					
1444	U.S. BANK (VISA)	921682361006		<u>AMAZON.COM, CREDIT/REFUND OF RETURNED FOLDERS, D.STEPHENS, AUG.'18</u>	08/24/2018	-117.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	8/18		
Total 92168236100672973663:						-117.40	.00					
1444	U.S. BANK (VISA)	939882330264	7477	<u>CRAIGSLIST, JOB POSTING, UTILITIES LOCATOR, AUG.'18</u>	08/21/2018	21.00	.00	<u>20-6160 MISCELLANEOUS EXPENSES</u>	0	8/18		
1444	U.S. BANK (VISA)	939882330264	7477	<u>CRAIGSLIST, JOB POSTING, UTILITIES LOCATOR, AUG.'18</u>	08/21/2018	21.00	.00	<u>21-6160 MISCELLANEOUS EXPENSES</u>	0	8/18		
1444	U.S. BANK (VISA)	939882330264	7477	<u>CRAIGSLIST, JOB POSTING, UTILITIES LOCATOR, AUG.'18</u>	08/21/2018	8.00	.00	<u>25-6160 MISCELLANEOUS EXPENSES</u>	0	8/18		
Total 93988233026497769178:						50.00	.00					
Total U.S. BANK (VISA):						2,753.64	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA369623		<u>REFUND/CREDIT MEMO, RETURNED POLY CONTAINER, T.SHAFER, SEPT.'18</u>	09/04/2018	-1,400.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	9/18		
Total NA369623:						-1,400.00	.00					
1410	UNIVAR USA, INC.	NA369629		<u>REFUND/CREDIT, RETURNABLE POLY CONTAINER</u>	09/05/2018	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	9/18		

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Total NA369629:						-700.00	.00					
1410	UNIVAR USA, INC.	NA598084	7514	<u>SODIUM HYPOCHLORITE, T.SHAFFER, AUG.'18</u>	08/31/2018	656.70	.00	21-6152 M & R - LABORATORY COSTS	0	8/18		
1410	UNIVAR USA, INC.	NA598084	7514	<u>DEPOSIT ON RETURNABLE POLY CONTAINER, T.SHAFFER, AUG.'18</u>	08/31/2018	700.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	8/18		
1410	UNIVAR USA, INC.	NA598084	7514	<u>TRANSPORTATION SURCHARGE, T.SHAFFER, AUG.'18</u>	08/31/2018	100.00	.00	21-6151 M & R - PROCESS CHEMICALS	0	8/18		
Total NA598084:						1,456.70	.00					
1410	UNIVAR USA, INC.	NA598184	7497	<u>ALUMINUM SULFATE, T.SHAFFER, AUG.'18</u>	09/06/2018	5,574.70	.00	21-6151 M & R - PROCESS CHEMICALS	0	9/18		
Total NA598184:						5,574.70	.00					
Total UNIVAR USA, INC.:						4,931.40	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	663676	7491	<u>CHLORINE KIT, PKG OF HACH SAMPLES AND 1 EA. DRUM PUMP SET, D.CROSSLEY, AUG.'18</u>	08/23/2018	2,966.99	.00	20-6150 M & R - SYSTEM	0	8/18		
Total 663676:						2,966.99	.00					
265	USA BLUE BOOK	675681	7535	<u>2 EA. STENNER FEED RATE CONTROLS, T.SHAFFER, SEPT.'18</u>	09/06/2018	500.99	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/18		
265	USA BLUE BOOK	675681	7535	<u>CHLORINE BUFFER, 2 PKGS TEST KITS, 1 PKG INDICATOR SOLUTION, 2 PKG REAGENT, T.SHAFFER, SEPT.'18</u>	09/06/2018	295.66	.00	21-6152 M & R - LABORATORY COSTS	0	9/18		

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265	USA BLUE BOOK	675681	7535	<u>12 CANS WASP SPRAY, T.SHAFFER, SEPT.'18</u>	09/06/2018	84.08	.00	<u>21-6150 M & R - SYSTEM</u>	0	9/18		
Total 675681:						880.73	.00					
Total USA BLUE BOOK:						3,847.72	.00					
UTILITY REFUND #5												
1923	UTILITY REFUND #5	121580.02		<u>CHAMPERY REAL ESTATE 2015, 915 N CRANESBILL AVE, UTILITY REFUND</u>	09/04/2018	49.35	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/18		
Total 121580.02:						49.35	.00					
1923	UTILITY REFUND #5	122050.02		<u>MATTHEW BURNS TRUST, 1653 W SECLUDED CT - UTILITY REFUND</u>	09/06/2018	3.44	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/18		
Total 122050.02:						3.44	.00					
1923	UTILITY REFUND #5	140410.01		<u>RYAN C ZIMMERLY, 163 N SUNBIRD AVE - UTILITY REFUND</u>	09/11/2018	28.50	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/18		
Total 140410.01:						28.50	.00					
1923	UTILITY REFUND #5	173015.01		<u>PIONEER HOMES, 1920 W CANUBE ST - UTILITY REFUND</u>	08/30/2018	85.03	.00	<u>99-1075 Utility Cash Clearing</u>	0	8/18		
Total 173015.01:						85.03	.00					
1923	UTILITY REFUND #5	180360.01		<u>PATRICIA STILWELL, 1401 N EL CAMINO AVE - UTILITY REFUND</u>	08/30/2018	38.28	.00	<u>99-1075 Utility Cash Clearing</u>	0	9/18		
Total 180360.01:						38.28	.00					

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1923	UTILITY REFUND #5	183630.04		<u>ERIC M POWLOSKI, 1356 W CASTRO DR - UTILITY REFUND</u>	08/30/2018	42.18	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 183630.04:						42.18	.00					
1923	UTILITY REFUND #5	20020.03		<u>HEATH CURTIS, 337 N ORCHARD AVE - UTILITY REFUND</u>	09/06/2018	10.62	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 20020.03:						10.62	.00					
1923	UTILITY REFUND #5	202040.01		<u>GLEN A MOLCK, 249 E WHITBECK ST - UTILITY REFUND</u>	09/06/2018	80.05	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 202040.01:						80.05	.00					
1923	UTILITY REFUND #5	20940.01		<u>CHRISTIAN OLEARY, 75 E STAGECOACH WAY - UTILITY REFUND</u>	08/30/2018	140.82	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 20940.01:						140.82	.00					
1923	UTILITY REFUND #5	210440.02A		<u>JON CAHILL, 559 E BLACK HAWK CT - UTILITY REFUND</u>	09/11/2018	71.18	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 210440.02A:						71.18	.00					
1923	UTILITY REFUND #5	220130.02		<u>JERRED J KULM, 1045 S NEW SUMMER AVE - UTILITY REFUND</u>	09/11/2018	4.79	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 220130.02:						4.79	.00					
1923	UTILITY REFUND #5	220475.02		<u>JENNIFER LAROSA, 547 E WILD LILAC, UTILITY REFUND</u>	08/31/2018	44.69	.00	99-1075 Utility Cash Clearing	0	8/18		

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Total 220475.02:						44.69	.00					
1923	UTILITY REFUND #5	221445.01		<u>CBH HOMES, 1104 S RUMNEY AVE - UTILITY REFUND</u>	09/06/2018	56.41	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 221445.01:						56.41	.00					
1923	UTILITY REFUND #5	221585.02		<u>SAMANTHA POTRIDGE, 885 S PENMARK AVE - UTILITY REFUND</u>	09/04/2018	3.93	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 221585.02:						3.93	.00					
1923	UTILITY REFUND #5	240450.02		<u>ANTHONY WELLS, 1109 E LITHIC CT -UTILITY REFUND</u>	09/11/2018	23.16	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 240450.02:						23.16	.00					
1923	UTILITY REFUND #5	240530.02		<u>LAWRENCE P.RENN, 1066 E TERRAZZO CT - UTILITY REFUND</u>	09/11/2018	3.33	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 240530.02:						3.33	.00					
1923	UTILITY REFUND #5	250375.02		<u>AMY L AREND, 894 S JUMP ROPE PL, UTILITY REFUND</u>	09/04/2018	53.20	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 250375.02:						53.20	.00					
1923	UTILITY REFUND #5	260830.02		<u>JASON FRANSCELLA, 2125 W QUILCEDA ST - UTILITY REFUND</u>	09/06/2018	7.15	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 260830.02:						7.15	.00					
1923	UTILITY REFUND #5	264260.02		<u>DENNIS WRIGHT, 1713 N ROSEDUST DR - UTILITY REFUND</u>	09/04/2018	2.70	.00	99-1075 Utility Cash Clearing	0	9/18		

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Total 264260.02:						2.70	.00					
1923	UTILITY REFUND #5	265126.02		<u>PATRICK THUESON, 2317 N VAN DYKE AVE - UTILITY REFUND</u>	09/06/2018	166.98	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 265126.02:						166.98	.00					
1923	UTILITY REFUND #5	268002.01		<u>CBH HOMES, 1785 N THISTLE DR - UTILITY REFUND</u>	09/11/2018	2.24	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 268002.01:						2.24	.00					
1923	UTILITY REFUND #5	277033.01		<u>CBH HOMES, 2521 N IDITAROD WAY - UTILITY REFUND</u>	09/01/2018	58.00	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277033.01:						58.00	.00					
1923	UTILITY REFUND #5	277039.01		<u>CBH HOMES, 2642 IDITAROD WAY, UTILITY REFUND</u>	09/06/2018	54.85	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277039.01:						54.85	.00					
1923	UTILITY REFUND #5	277044.01		<u>CBH HOMES, 2546 N IDITAROD WAY - UTILITY REFUND</u>	09/01/2018	58.00	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277044.01:						58.00	.00					
1923	UTILITY REFUND #5	277047.01A		<u>CBH HOMES, 2474 N IDITAROD WAY - UTILITY REFUND</u>	09/11/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277047.01A:						48.32	.00					
1923	UTILITY REFUND #5	277312.01A		<u>CBH HOMES, 236 W SCREECH OWL DR - UTILITY REFUND</u>	09/11/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		

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Total 277312.01A:						48.32	.00					
1923	UTILITY REFUND #5	277314.01A		<u>CBH HOMES, 272 W SCREECH OWL DR - UTILITY REFUND</u>	09/11/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277314.01A:						48.32	.00					
1923	UTILITY REFUND #5	277315.01		<u>CBH HOMES, 290 W SCREECH OWL DR - UTILITY REFUND</u>	09/01/2018	100.28	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277315.01:						100.28	.00					
1923	UTILITY REFUND #5	277330.01		<u>CBH HOMES, 271 W SCREECH OWL DR - UTILITY REFUND</u>	09/04/2018	40.81	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277330.01:						40.81	.00					
1923	UTILITY REFUND #5	280400.01		<u>TRIDENT HOMES, 2239 N CITRINE AVE - UTILITY REFUND</u>	09/06/2018	19.01	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 280400.01:						19.01	.00					
1923	UTILITY REFUND #5	280525.01		<u>TRADITION CUSTOM HOMES, 1248 W TIGER EYE ST - UTILITY REFUND</u>	09/01/2018	9.69	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 280525.01:						9.69	.00					
1923	UTILITY REFUND #5	291003.01		<u>CBH HOMES, 3321 W DEVOTION DR - UTILITY REFUND</u>	09/04/2018	56.41	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 291003.01:						56.41	.00					
1923	UTILITY REFUND #5	291008.01		<u>CBH HOMES, 6929 S NORDEAN AVE - UTILITY REFUND</u>	09/11/2018	47.66	.00	99-1075 Utility Cash Clearing	0	9/18		

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Total 291008.01:						47.66	.00					
1923	UTILITY REFUND #5	291036.01		<u>CBH HOMES, 6788 S DONAWAY AVE - UTILITY REFUND</u>	09/06/2018	53.29	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 291036.01:						53.29	.00					
1923	UTILITY REFUND #5	291047.01		<u>CBH HOMES, 6736 S DONAWAY AVE - UTILITY REFUND</u>	09/11/2018	55.95	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 291047.01:						55.95	.00					
1923	UTILITY REFUND #5	302027.02		<u>MICHAEL MICALI, 595 E RAISON CT - UTILITY REFUND</u>	08/30/2018	83.69	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 302027.02:						83.69	.00					
1923	UTILITY REFUND #5	302161.01		<u>STYLISH HOMES, 630 E ANDES DR - UTILITY REFUND</u>	09/11/2018	60.04	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 302161.01:						60.04	.00					
1923	UTILITY REFUND #5	303121.02		<u>BRENT KOTTER, 2152 N GREENVILLE AVE - UTILITY REFUND</u>	09/11/2018	22.97	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 303121.02:						22.97	.00					
1923	UTILITY REFUND #5	31001.01A		<u>PLACERVILLE LAND, 599 S ASH AVE - UTILITY REFUND</u>	09/06/2018	86.80	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 31001.01A:						86.80	.00					
1923	UTILITY REFUND #5	310017.01		<u>TOLL BROS INC, 1069 W SOLDOTNA ST - UTILITY REFUND</u>	09/01/2018	58.01	.00	99-1075 Utility Cash Clearing	0	9/18		

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Total 310017.01:						58.01	.00					
1923	UTILITY REFUND #5	310039.01		<u>TOLL BROS INC. 9460 S MACADAN WAY - UTILITY REFUND</u>	09/01/2018	58.01	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 310039.01:						58.01	.00					
1923	UTILITY REFUND #5	310310.01		<u>TOLL BROS. 815 W SAGWON DR - UTILITY REFUND</u>	09/06/2018	53.29	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 310310.01:						53.29	.00					
1923	UTILITY REFUND #5	310326.01		<u>TOLL BROS. 1086 W SELDOVIA DR - UTILITY REFUND</u>	09/04/2018	51.73	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 310326.01:						51.73	.00					
1923	UTILITY REFUND #5	318312.01		<u>NEW HORIZON CONSTRUCTION CO. 184 S BAY HAVEN PL - UTILITY REFUND</u>	09/04/2018	51.73	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 318312.01:						51.73	.00					
1923	UTILITY REFUND #5	318316.01		<u>SIMPLICITY HOMES. 113 S BAY HAVEN PL - UTILITY REFUND</u>	09/01/2018	53.33	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 318316.01:						53.33	.00					
1923	UTILITY REFUND #5	318319.01		<u>SIMPLICITY HOMES. 1060 E SAILER SHORES ST - UTILITY REFUND</u>	09/04/2018	56.41	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 318319.01:						56.41	.00					

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1923	UTILITY REFUND #5	91510.02		<u>BRECKENRIDGE PROPERTY FUND. 1244 N PYRITE AVE - UTILITY REFUND</u>	09/11/2018	77.17	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 91510.02:						77.17	.00					
Total UTILITY REFUND #5:						2,330.12	.00					
UTILITY REFUND #6												
1951	UTILITY REFUND #6	120260.01		<u>EVELYN J BALDWIN. 720 N TOPANGA CT - UTILITY REFUND</u>	09/12/2018	18.10	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 120260.01:						18.10	.00					
1951	UTILITY REFUND #6	170470.02		<u>JAROM FOGLE. 364 S WAGONTOWN AVE - UTILITY REFUND</u>	09/12/2018	65.54	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 170470.02:						65.54	.00					
1951	UTILITY REFUND #6	174011.02		<u>JAMIE HELD. 980 S KALAHARI AVE - UTILITY REFUND</u>	09/12/2018	29.06	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 174011.02:						29.06	.00					
1951	UTILITY REFUND #6	260415.02		<u>PRESCOTT LEE. 1867 N FIREBRICK DR - UTILITY REFUND</u>	09/12/2018	31.35	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 260415.02:						31.35	.00					
1951	UTILITY REFUND #6	268004.01		<u>CBH HOMES. 1801 N THISTLE DR - UTILITY REFUND</u>	09/12/2018	6.28	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 268004.01:						6.28	.00					

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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
1951	UTILITY REFUND #6	274755.02		<u>KIMBERLY K CLARK, 2832 W STAYMAN WAY - UTILITY REFUND</u>	09/11/2018	96.02	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 274755.02:						96.02	.00					
1951	UTILITY REFUND #6	278109.02		<u>RICHARD P HUNTER, 3102 W FUJICT - UTILITY REFUND</u>	09/12/2018	13.51	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 278109.02:						13.51	.00					
1951	UTILITY REFUND #6	278122.01		<u>CBH HOMES, 3093 W PEAR APPLE ST - UTILITY REFUND</u>	09/12/2018	59.43	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 278122.01:						59.43	.00					
1951	UTILITY REFUND #6	278130.01		<u>CBH HOMES, 3072 W PEAR APPLE ST - UTILITY REFUND</u>	09/12/2018	59.38	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 278130.01:						59.38	.00					
1951	UTILITY REFUND #6	318321.01		<u>SIMPLICITY HOMES, 1092 E SAILER SHORES ST - UTILITY REFUND</u>	09/12/2018	20.27	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 318321.01:						20.27	.00					
1951	UTILITY REFUND #6	318323.01		<u>SIMPLICITY HOMES, 1124 E SAILER SHORES ST - UTILITY REFUND</u>	09/12/2018	15.26	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 318323.01:						15.26	.00					
1951	UTILITY REFUND #6	40365.01		<u>PAUL HATCH, 672 N MARTEESON AVE - UTILITY REFUND</u>	09/12/2018	66.67	.00	99-1075 Utility Cash Clearing	0	9/18		

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Total 40365.01:						66.67	.00					
1951	UTILITY REFUND #6	50430.01		<u>JUAN ARROYO, 321 W BOISE ST - UTILITY REFUND</u>	09/12/2018	51.89	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 50430.01:						51.89	.00					
1951	UTILITY REFUND #6	70310.02		<u>SAMUEL CRONIN, 556 W TRINI ST - UTILITY REFUND</u>	09/12/2018	113.46	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 70310.02:						113.46	.00					
Total UTILITY REFUND #6:						646.22	.00					
UTILITY TRAILER SALES OF IDAHO, INC.												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI28476	7509	<u>BARREL OF OIL, FOR OIL CHANGES, S.HOWELL, AUG.'18</u>	08/28/2018	287.50	.00	01-6300 FUEL	0	8/18		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI28476	7509	<u>BARREL OF OIL, FOR OIL CHANGES, S.HOWELL, AUG.'18</u>	08/28/2018	115.00	.00	20-6300 FUEL	0	8/18		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI28476	7509	<u>BARREL OF OIL, FOR OIL CHANGES, S.HOWELL, AUG.'18</u>	08/28/2018	115.00	.00	21-6300 FUEL	0	8/18		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI28476	7509	<u>BARREL OF OIL, FOR OIL CHANGES, S.HOWELL, AUG.'18</u>	08/28/2018	57.50	.00	25-6300 FUEL	0	8/18		
Total AI28476:						575.00	.00					
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI30009		<u>BARREL PUMP FOR FLEET, B.GILLOGLY, AUG.'18</u>	08/30/2018	21.47	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	8/18		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI30009		<u>BARREL PUMP FOR FLEET, B.GILLOGLY, AUG.'18</u>	08/30/2018	8.59	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/18		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI30009		<u>BARREL PUMP FOR FLEET, B.GILLOGLY, AUG.'18</u>	08/30/2018	8.59	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/18		

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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
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI30009		<u>BARREL PUMP FOR FLEET, B.GILLOGLY, AUG.'18</u>	08/30/2018	4.29	.00	<u>25-6142_MAINT. & REPAIRS - EQUIPMENT</u>	0	8/18		
Total AI30009:						42.94	.00					
Total UTILITY TRAILER SALES OF IDAHO, INC.:						617.94	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	48916		<u>ESTATEMENT AND POSTAGE FOR BILLING FOR AUG.'18 - ADMIN</u>	08/31/2018	895.92	.00	<u>01-6190_P0STAGE & BILLING</u>	0	8/18		
857	VALLI INFORMATION SYSTEMS, INC	48916		<u>ESTATEMENT AND POSTAGE FOR BILLING FOR AUG.'18 - WATER</u>	08/31/2018	1,407.87	.00	<u>20-6190_P0STAGE & BILLING</u>	0	8/18		
857	VALLI INFORMATION SYSTEMS, INC	48916		<u>ESTATEMENT AND POSTAGE FOR BILLING FOR AUG.'18 - SEWER</u>	08/31/2018	1,407.87	.00	<u>21-6190_P0STAGE & BILLING</u>	0	8/18		
857	VALLI INFORMATION SYSTEMS, INC	48916		<u>ESTATEMENT AND POSTAGE FOR BILLING FOR AUG.'18 - P.I</u>	08/31/2018	554.62	.00	<u>25-6190_P0STAGE & BILLING</u>	0	8/18		
Total 48916:						4,266.28	.00					
857	VALLI INFORMATION SYSTEMS, INC	48917		<u>LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR AUGUST 2018 - ADMIN</u>	08/31/2018	52.20	.00	<u>01-6190_P0STAGE & BILLING</u>	0	8/18		
857	VALLI INFORMATION SYSTEMS, INC	48917		<u>LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR AUGUST 2018 - WATER</u>	08/31/2018	82.03	.00	<u>20-6190_P0STAGE & BILLING</u>	0	8/18		
857	VALLI INFORMATION SYSTEMS, INC	48917		<u>LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR AUGUST 2018 - SEWER</u>	08/31/2018	82.03	.00	<u>21-6190_P0STAGE & BILLING</u>	0	8/18		
857	VALLI INFORMATION SYSTEMS, INC	48917		<u>LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR AUGUST 2018 - P.I</u>	08/31/2018	32.33	.00	<u>25-6190_P0STAGE & BILLING</u>	0	8/18		

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Total 48917:						248.59	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,514.87	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9813772592		<u>TABLET SERVICE, 8/2-9/1/18 - ADMIN</u>	09/01/2018	3.81	.00	01-6255 <u>TELEPHONE</u>	0	8/18		
1575	VERIZON WIRELESS	9813772592		<u>TABLET SERVICE, 8/2-9/1/18 - PARKS</u>	09/01/2018	8.37	.00	01-6255 <u>TELEPHONE</u>	1004	8/18		
1575	VERIZON WIRELESS	9813772592		<u>TABLET SERVICE, 8/2-9/1/18 - BUILDING INSPECTION</u>	09/01/2018	31.96	.00	01-6255 <u>TELEPHONE</u>	1005	8/18		
1575	VERIZON WIRELESS	9813772592		<u>TABLET SERVICE, 8/2-9/1/18 - WATER</u>	09/01/2018	37.14	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	8/18		
1575	VERIZON WIRELESS	9813772592		<u>TABLET SERVICE, 8/2-9/1/18 - SEWER</u>	09/01/2018	46.27	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	8/18		
1575	VERIZON WIRELESS	9813772592		<u>TABLET SERVICE, 8/2-9/1/18 - P.I</u>	09/01/2018	9.43	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	8/18		
Total 9813772592:						136.98	.00					
Total VERIZON WIRELESS:						136.98	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0408558		<u>RECORDS DESTRUCTION, 8/1-31/18 - ADMIN</u>	09/01/2018	7.00	.00	01-6052 <u>CONTRACT SERVICES</u>	0	8/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0408558		<u>RECORDS DESTRUCTION, 8/1-31/18 - P & Z</u>	09/01/2018	2.25	.00	01-6052 <u>CONTRACT SERVICES</u>	1003	8/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0408558		<u>RECORDS DESTRUCTION, 8/1-31/18 - WATER</u>	09/01/2018	6.63	.00	20-6052 <u>CONTRACT SERVICES</u>	0	8/18		

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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
1633	WESTERN RECORDS DESTRUCTION, INC.	0408558		<u>RECORDS DESTRUCTION, 8/1- 31/18 - SEWER</u>	09/01/2018	6.63	.00	<u>21-6052 CONTRACT SERVICES</u>	0	8/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0408558		<u>RECORDS DESTRUCTION, 8/1- 31/18 - P.I</u>	09/01/2018	2.49	.00	<u>25-6052 CONTRACT SERVICES</u>	0	8/18		
Total 0408558:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
WEX BANK												
1234	WEX BANK	55616284		<u>FUEL, AUG.'18 - ADMIN</u>	08/31/2018	119.86	.00	<u>01-6300 FUEL</u>	0	8/18		
1234	WEX BANK	55616284		<u>FUEL, AUG.'18 - P & Z</u>	08/31/2018	37.06	.00	<u>01-6300 FUEL</u>	1003	8/18		
1234	WEX BANK	55616284		<u>FUEL, AUG.'18 - PARKS</u>	08/31/2018	816.95	.00	<u>01-6300 FUEL</u>	1004	8/18		
1234	WEX BANK	55616284		<u>FUEL, AUG.'18 - BUILDING INSPECTION</u>	08/31/2018	174.20	.00	<u>01-6300 FUEL</u>	1005	8/18		
1234	WEX BANK	55616284		<u>FUEL, AUG.'18 - WATER</u>	08/31/2018	491.67	.00	<u>20-6300 FUEL</u>	0	8/18		
1234	WEX BANK	55616284		<u>FUEL, AUG.'18 - SEWER</u>	08/31/2018	109.27	.00	<u>21-6300 FUEL</u>	0	8/18		
1234	WEX BANK	55616284		<u>FUEL, AUG.'18 - P.I</u>	08/31/2018	133.28	.00	<u>25-6300 FUEL</u>	0	8/18		
Total 55616284:						1,882.29	.00					
Total WEX BANK:						1,882.29	.00					
Grand Totals:						846,100.84	205,639.06					

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

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



City of Kuna
Alcohol Beverage License
751 W 4th Street
P.O. BOX 13
KUNA, ID 83634
Phone: (208) 922-5546
E-mail: cityclerk@kunaid.gov

Date 9/12/17 City License No. _____

New Renewal _____ Modification _____ Transfer _____

LICENSE: _____

APPROVED _____ DENIED _____

Date Fee Paid and Receipt No.: _____

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK (Includes On Premise Wine)	\$ 562.50	<input checked="" type="checkbox"/>	<u>\$421.87</u>
OFF PREMISE BEER	\$ 50.00	<input checked="" type="checkbox"/>	<u>\$37.50</u>
OFF PREMISE WINE	\$ 200.00	<input checked="" type="checkbox"/>	<u>\$150.00</u>
ON PREMISE BEER	\$ 200.00	<input checked="" type="checkbox"/>	<u>\$150.00</u>
ON PREMISE WINE	\$ 200.00	<input checked="" type="checkbox"/>	\$150.00
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)	_____	_____	_____
			TOTAL \$ <u>1,012.50</u> = <u>\$759.37</u>

◆ All applications include: Copy of the IDAHO STATE LICENSE and ADA COUNTY LICENSE
 ◆ New applications also include: Copy of ABC stamped approved Foot Print
 ◆ All Licenses will expire annually on May 1 at 2:00 a.m.

BUSINESS NAME: Smoky Mountain Pizzeria Grill **PHONE:** 208-922-2255

BUSINESS LOCATION: 1011 N Meridian Road, Kuna ID 83634

BUSINESS MAILING ADDRESS: 408 E 41st Street, Boise ID 83714
(City, State, Zip Code)

APPLICANT NAME: Smoky Mountain Pizza Kuna, LLC **PHONE:** 208-433-9596
(City, State, Zip Code)

RESIDENCE ADDRESS 408 E 41st Street, Boise ID 83714
(City, State, Zip Code)

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Daniel Todd, President, Triple T Enterprises, Inc., Member **ADDRESS** 408 E 41st Street, Boise ID 83714

NAME _____ **ADDRESS** _____

NAME _____ **ADDRESS** _____

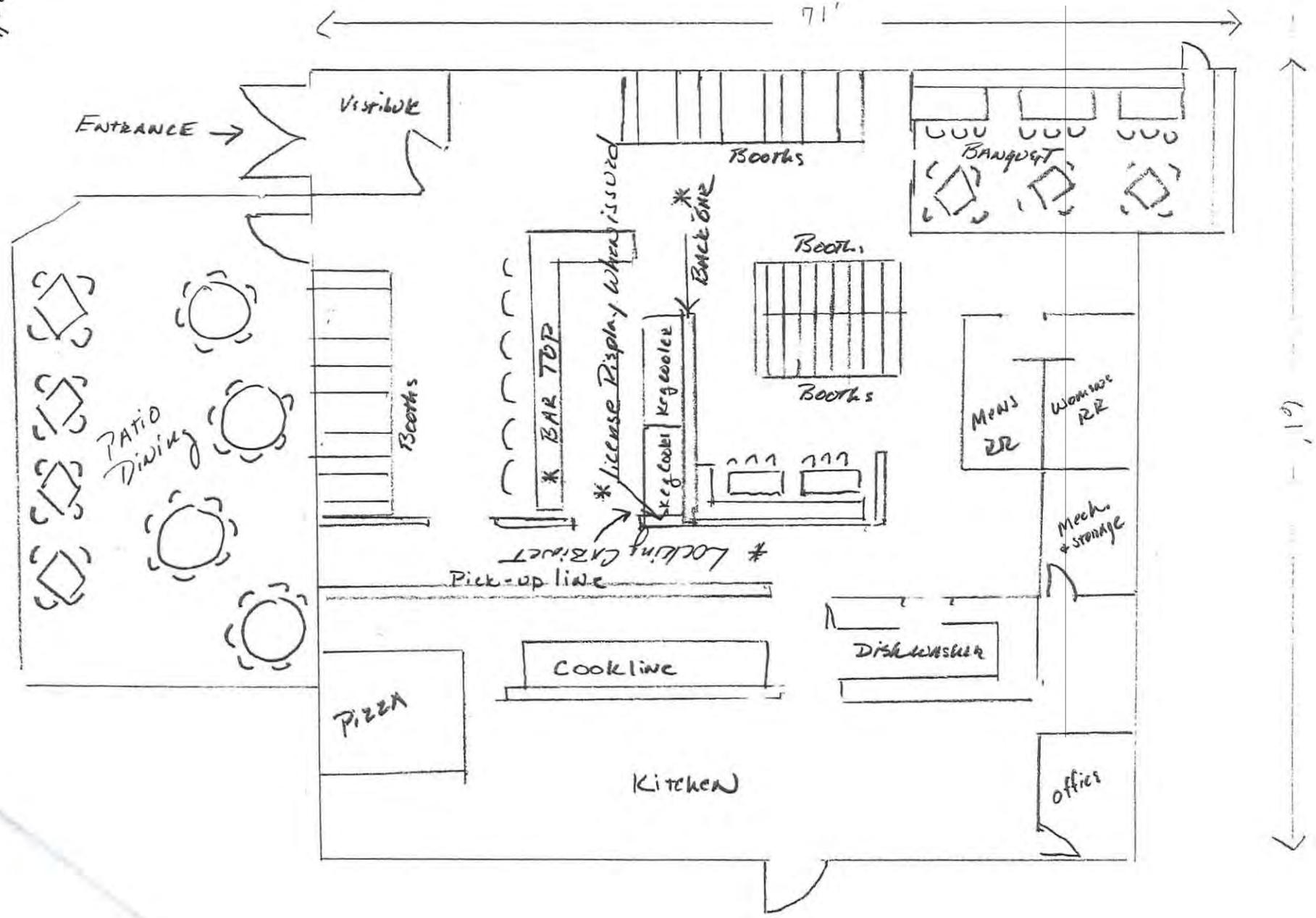
Daniel Todd President Triple T ENT Inc 8/22/18
Applicant Signature **Date**
Its Member

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

Smoky Mountain Pizzeria Grill - KUNA

Meridian Road

North ↑
8/15/14



State of Idaho

Idaho State Police

Cycle Tracking Number: 104248
ISLD ID: 8358

Premise Number: 1A-24518
Incorporated City

Retail Alcohol Beverage License

License Year: 2019

License Number: 24518

This is to certify, that Smoky Mountain Pizza Kuna LLC
doing business as: Smoky Mountain Pizzeria Grill

is licensed to sell alcoholic beverages as stated below at:
1011 N Meridian Rd, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
On-premise consumption	Yes	<u>\$0.00</u>
Kegs to go	No	
Restaurant	Yes	<u>\$0.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: \$800.00

Daniel J. Todd, Pres. Tripp Tent Inc. ITS
Signature of Licensee, Corporate Officer, LLC Member or Partner
Member

SMOKY MOUNTAIN PIZZA KUNA LLC
SMOKY MOUNTAIN PIZZERIA GRILL
408 E 41ST ST

BOISE, ID 83714
Mailing Address

License Valid: 08/24/2018 - 04/30/2019

Expires: 04/30/2019

[Signature]

Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

2018-2019

RETAIL ALCOHOL BEVERAGE LICENSE

2019868

ADA COUNTY, IDAHO
STATE OF IDAHO

*This is to certify, that Smoky Mountain Pizza Kuna LLC
dba: Smoky Mountain Pizzeria Grill*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 1011 N. Meridian Rd., Kuna, ID 83634



License valid from September 11, 2018 to April 30, 2019

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Liquor	Kuna City	\$187.50

James B. Todd President
Signature of Licensee or Officer of Corporation
TRIPLE TENT INC. its

APPROVED by the Board of County Commissioners this 11th day of September, 2018 *Member.*

Christopher D. Rich
Christopher D. Rich, Clerk

David L. Case
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

**RESOLUTION NO. R69-2018
KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2018 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R33-2018.

WHEREAS, the City of Kuna, Idaho adopted Resolution No. R33-2018, on June 5, 2018, which provides for certain City of Kuna, Idaho officials to exercise the authority to sign for banking services on behalf of the City of Kuna, Idaho, as appointed by separate Resolution and adopted annually by the City Council; and

WHEREAS, City of Kuna Resolution No. R33-2018 provides that the signatures are valid until the second City Council meeting in January or as revoked by the Mayor.

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

The following persons are hereby appointed to sign for banking services on behalf of the City of Kuna, Idaho:

Jared Empey, City Treasurer of the City.

Joe L. Stear, Mayor of the City.

Briana Buban-Vonder Haar, Council President of the City.

BE IT FURTHER RESOLVED that the above appointments are valid until January 15, 2019, or if revoked by the Mayor.

PASSED BY THE CITY COUNCIL of Kuna, Idaho this 18th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R70-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO DESIGNATING THE AGENCY CONTACT FOR THE CITY OF KUNA, IDAHO FOR THE LOCAL GOVERNMENT INVESTMENT POOL AND AUTHORIZING THE MAYOR TO EXECUTE THE DIGNATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, changes in personnel within the City have necessitated a change in agency contact for the Local Government Investment Pool.

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

- 1. THAT** the following is the authorized agency contact:

Jared Empey, City Treasurer of the City

PASSED BY THE CITY COUNCIL of Kuna, Idaho this 18th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R71-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2018-2019.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Prosecuting Attorney to provide prosecutorial services in the city of Kuna for the fiscal year commencing October 1, 2018 and ending September 30, 2019 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT NO. _____

**JOINT POWERS AGREEMENT BETWEEN ADA COUNTY,
THE ADA COUNTY PROSECUTING ATTORNEY’S OFFICE,
AND THE CITY OF KUNA
RELATING TO PROSECUTION SERVICES FY 2019**

THIS JOINT POWERS AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2018, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the Ada County Prosecuting Attorney, (“PA”) and the City of Kuna, Idaho, Idaho, a municipal corporation of the State of Idaho (“City”).

WITNESSETH

WHEREAS, the City desires to contract with the PA for the performance of the hereinafter described prosecutorial services within its boundaries by the PA; and

WHEREAS, the PA desires to provide prosecutorial services to the City.

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

1. Prosecution Services.

1.1 The PA agrees to prosecute such City code or state code violations as may be investigated and/or charged by Ada County Sheriff’s Office (“ACSO”) subject to the PA’s absolute discretion in such matters as set forth in Section 1.2.

1.2 Services provided pursuant to this Agreement shall encompass duties and functions of the type directly related or incidental to the jurisdiction of, and customarily rendered by, the PA under the statutes of the State of Idaho or the code of the City. The PA shall have and retain absolute discretion on all matters included in this Agreement, such as, but not limited to,

decisions on charging, case strategy, and dismissal. In cases where the City is the victim, the PA

JOINT POWERS AGREEMENT BETWEEN ADA COUNTY, THE ADA COUNTY PROSECUTING ATTORNEY’S OFFICE, AND THE CITY OF KUNA RELATING TO PROSECUTION SERVICES FY 2019 – PAGE 1

shall afford the City all of the rights outlined in Idaho Code § 19-5306. Services rendered in accordance with this subsection are understood to include defending the constitutionality of City's ordinances in a criminal case when the PA has determined to charge pursuant to City code.

1.3 The PA agrees to provide to the City written monthly reports detailing the number of citations and formal complaints filed for misdemeanor cases, a summary of all charges filed, the number of court appearances for each case, if there is a victim or victims in each case, the final disposition of the case, including if the charges were amended or reduced, and the term of any jail sentence imposed.

1.4 In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the PA the sum of Fifty-Five Thousand Five Hundred Seventy and 00/100 Dollars (**\$55,570.00**) for the term of this Agreement. The sum for October 2018 shall be Four Thousand Six Hundred Thirty and 87/100 Dollars (\$4,630.87). For November 2018 through September 2019, the sum shall be paid in installments of Four Thousand Six Hundred Thirty and 83/100 Dollars (\$4,630.83). Payments shall be due on the tenth of the month, commencing on October Tenth.

1.5. Personnel and Equipment. The PA is acting hereunder as independent contractor so that:

a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the PA.

b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the PA.

c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the PA hereunder shall be that of the PA.

d. Provision of Personnel. The PA shall furnish all personnel and such resources and material deemed by the PA, in its sole discretion, as necessary to provide the level of prosecution service herein described. Ownership of equipment purchased by the PA to perform its duties under this agreement is retained by the PA.

1.6. Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2018, and unless otherwise terminated, shall continue in effect until September 30, 2019. This Agreement may be renewed upon the mutual written consent of the parties.

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

a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving (60) days written notice to other parties.

b. Transition. Within 30 days of the receipt of such written termination notice, the parties shall work together to provide for an orderly transition of responsibilities from the PA to the City. The overarching goal of the transition will be to ensure there is no disruption in service to the City. Each party shall bear its respective costs, if any, in the transition process.

c. Termination. In the event the City fails to make a monthly payment within 60 days of billing, the PA may terminate this Agreement without further notice.

1.8. Indemnification and Insurance.

a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.

b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the PA does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the PA, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

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

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

1.10. Agreement Administration.

a. Agreement Administrators. The City Mayor or his/her designee and the elected Ada County Prosecuting Attorney or his/her designee shall serve as agreement administrators to review performance and resolve operational problems.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF KUNA

By: _____
Joe Stear, Mayor

ATTEST:

Chris Engels, Kuna City Clerk

Board of Ada County Commissioners

By: _____
David L. Case, Commissioner

By: _____
Jim Tibbs, Commissioner

By: _____
Rick Visser, Commissioner

ATTEST:

Christopher D. Rich, Ada County Clerk

**RESOLUTION NO. R72-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2018-2019 FOR THE CITY OF KUNA, IDAHO.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Sheriff to provide law enforcement services in the city of Kuna for the fiscal year commencing October 1, 2018 and ending September 30, 2019 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT NO. _____

**JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF'S OFFICE
AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES
FY 2019**

THIS JOINT POWERS AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2018, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Ada County Sheriff's Office** (“ACSO”) and the **City of Kuna**, Idaho, a municipal corporation of the State of Idaho (“City”).

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Compensation.

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

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

- c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of **\$2,206,149.35** for the term of this Agreement. Said sum shall be paid in eleven (11) equal monthly installments of **\$183,845.78**, and one (1) monthly payment of **\$183,845.77** due no later than the tenth day of each month. Payments shall commence October 10th.
- d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events. ACSO agrees to work with the City to minimize the costs applicable to such requests.
- e. Discretionary Overtime. When agreed to in advance by the parties, the ACSO shall provide operational overtime when requested by the City for special city events or dignitary protection. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Where the ACSO has sufficient advance notice, the ACSO agrees to work with the City prior to the event to minimize the costs applicable to such requests.

1.6 Special Provisions.

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

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

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

1.7 Reporting.

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

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

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

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

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

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

1.10 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2018, and unless otherwise terminated, shall continue in effect until September 30, 2019. This Agreement may be renewed upon the mutual written consent of the parties.

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

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

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

1.12 Indemnification.

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

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

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

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

1.15 Agreement Administration.

- a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.
- b. Referral of Unresolved Problems. The City Mayor shall refer any police service operational problem, which cannot be resolved with the Chief of Law Enforcement Services, to the Ada County Sheriff. The Sheriff and Mayor shall meet as necessary to resolve such issues.

1.16 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or

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

/// INTENTIONALLY LEFT BLANK ///

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF KUNA

By: _____
Joe Stear, Mayor

ATTEST:

Kuna City Clerk

ADA COUNTY SHERIFF'S OFFICE

By: _____
Stephen Bartlett, Sheriff

Board of Ada County Commissioners

By: _____
David L. Case, Commissioner

By: _____
Jim Tibbs, Commissioner

By: _____
Rick Visser, Commissioner

ATTEST:

Christopher D. Rich, Ada County Clerk

EXHIBIT A

BUDGET

(1 page – attached)

FY19 KPD Contract Cost Model - 3% COLA		<i>POLICE</i> CITY OF KUNA
Consolidated Contract City Budget Summary		2 Det's w/ KSD
Personnel		\$ 2,103,249.57
Equipment / Uniforms		\$ 56,120.89
Operational		\$ 44,864.00
Vehicles		\$ 143,958.50
Support	538	\$ 18,830.00
SRO Charges (KSD)		\$ 4,818.00
Total Expenses		\$ 2,371,840.96
Less Shared Services Credit		\$ 165,691.61
New FY19 Contract Amount		\$ 2,206,149.35
FY18 Contract		\$1,914,283.90
Net change to contracts		\$ 291,865.45

**RESOLUTION NO. R73-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF THREE AND 48/100 PERCENT (3.48%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE 2018-2019 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 three and 48/100 percent (3.48%) for all full-time city employees is approved.

BE IT FURTHER RESOLVED that the 2018-2019 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, 2018.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of September 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of September 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

STEP AND GRADE**SALARY SCHEDULE**

Effective 10/1/18

<u>STEPS →</u>	A	B	C	D	E	F	G	H	I	J	K	L
<u>GRADES ↓</u>												
13	\$45.95	\$47.33	\$48.75	\$50.22	\$51.72	\$53.27	\$54.87	\$56.52	\$58.21	\$59.96	\$61.76	\$63.61
12	\$39.96	\$41.16	\$42.39	\$43.67	\$44.98	\$46.32	\$47.71	\$49.15	\$50.62	\$52.14	\$53.70	\$55.31
11	\$34.75	\$35.79	\$36.86	\$37.97	\$39.11	\$40.28	\$41.49	\$42.74	\$44.02	\$45.34	\$46.70	\$48.10
10	\$30.22	\$31.12	\$32.06	\$33.02	\$34.01	\$35.03	\$36.08	\$37.16	\$38.28	\$39.42	\$40.61	\$41.83
9	\$26.27	\$27.06	\$27.87	\$28.71	\$29.57	\$30.46	\$31.37	\$32.31	\$33.28	\$34.28	\$35.31	\$36.37
8	\$22.85	\$23.53	\$24.24	\$24.97	\$25.71	\$26.49	\$27.28	\$28.10	\$28.94	\$29.81	\$30.70	\$31.63
7	\$20.77	\$21.39	\$22.04	\$22.70	\$23.38	\$24.08	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91	\$28.75
6	\$18.88	\$19.45	\$20.03	\$20.63	\$21.25	\$21.89	\$22.55	\$23.22	\$23.92	\$24.64	\$25.38	\$26.14
5	\$17.17	\$17.68	\$18.21	\$18.76	\$19.32	\$19.90	\$20.50	\$21.11	\$21.74	\$22.40	\$23.07	\$23.76
4	\$15.61	\$16.07	\$16.56	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19	\$19.77	\$20.36	\$20.97	\$21.60
3	\$14.19	\$14.61	\$15.05	\$15.50	\$15.97	\$16.45	\$16.94	\$17.45	\$17.97	\$18.51	\$19.07	\$19.64
2	\$12.90	\$13.28	\$13.68	\$14.09	\$14.52	\$14.95	\$15.40	\$15.86	\$16.34	\$16.83	\$17.33	\$17.85
1	\$11.72	\$12.08	\$12.44	\$12.81	\$13.20	\$13.59	\$14.00	\$14.42	\$14.85	\$15.30	\$15.76	\$16.23
<u>COST OF LIVING ADJUSTMENT (COLA) FACTOR</u>												
3.48% APPROVED COLA FYE 2019, EFFECTIVE OCTOBER 1, 2018												

**RESOLUTION NO. R74-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO FOR THE PURPOSE OF THE CITY OF KUNA'S ENDORSEMENT OF ADA COUNTY HIGHWAY DISTRICT'S VEHICLE REGISTRATION FEE REAUTHORIZATION.

WHEREAS, the population of Ada and Canyon Counties is projected to be over 1.022 million by the year 2040; and

WHEREAS, community leaders in the region know that a sustainable transportation system is critical to sustain and enhance economic development opportunities; and

WHEREAS, rapid growth in the region will continue to increase the number of vehicles on our roads, resulting in increased traffic congestion and negative impacts to air quality; and

WHEREAS, *Communities in Motion*, the regional long-range transportation plan for Ada and Canyon Counties, projects an annual funding shortfall of at least \$235 million for the construction, operation, and maintenance of critical transportation systems, inclusive of roadways and transit, by 2040; and

WHEREAS, it is critical that existing local, state, and federal revenue is maintained and enhanced to address the region's transportation funding needs; and

WHEREAS, the Ada County Highway District is seeking voter approval to reauthorize the county's local option registration fee program on November 6, 2018; and

WHEREAS, the estimated additional \$7.5 million in revenue will be used to exclusively provide congestion relief, to undertake major road improvements and other large mobility projects, and to continue the enhanced funding of neighborhood projects and safe routes to school in Ada County.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Kuna endorses and recommends voter approval for reauthorization of the Ada County Highway District's vehicle registration fee.

BE IT FURTHER RESOLVED, this Resolution shall be in full force and effective immediately upon its adoption by the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



City of Kuna

City Council – Staff Memo – Appeal

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

To: City Council

Case Numbers: 18-01-A (Appeal) & 18-12-DR (Design Review); Kelleher Sub. No. 2

Site Location: SEC of West Hubbard Rd. and North Linder Rd.

Planner: Jace Hellman, Planner II

Hearing Date: September 18, 2018

Owners of Record: Open Door Rentals, Inc.
1977 E. Overland Road
Meridian, ID 83642

Applicant (Developer): Trilogy Development, Inc.
9839 W. Cable Car Street.
Boise, ID 83709
208-895-8858

Representative: WHPacific Inc. – Jane Suggs
2141 W. Airport Way, Suite 104
Boise, ID 83705
208-275-8729
jsuggs@whpacific.com

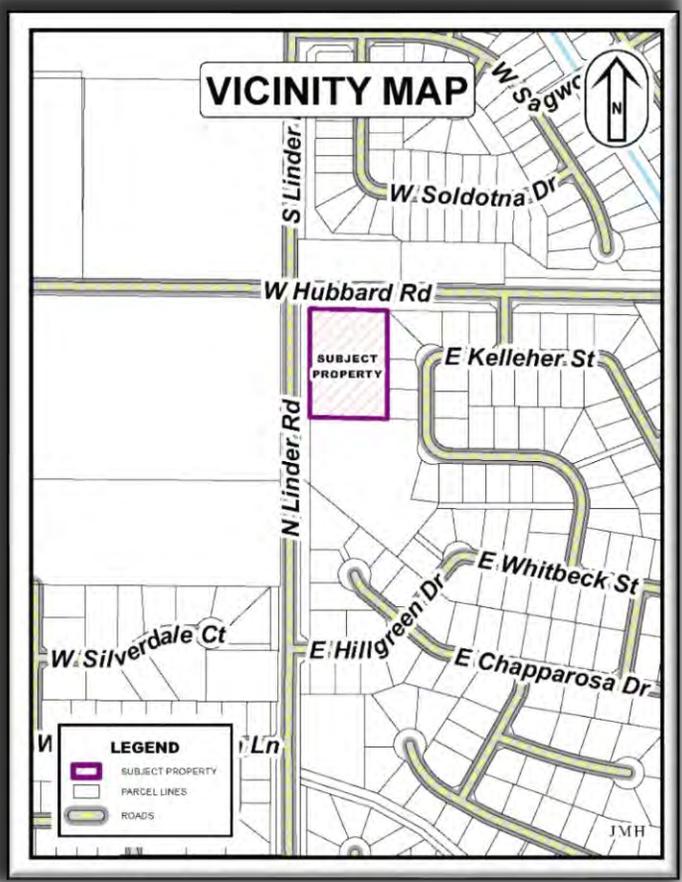


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- B. Applicants Request
- C. Exhibit Maps
- D. Site History
- E. General Project Facts
- F. Staff Analysis
- G. Considerations for Design Review
- H. Applicable Standards
- I. Decision by the Commission
- J. Council Determination

A. Course Proceedings:

1. Kuna City Code (KCC), Title 5, Chapter 4, Section 11, states an applicant or affected party may appeal any final decision on any final decision on a DR committee review to the city council. Hearings before the City Council on such appeals shall be scheduled in accordance with Chapter 1, article A of Title 5 and shall be a de novo review of the decision.
2. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

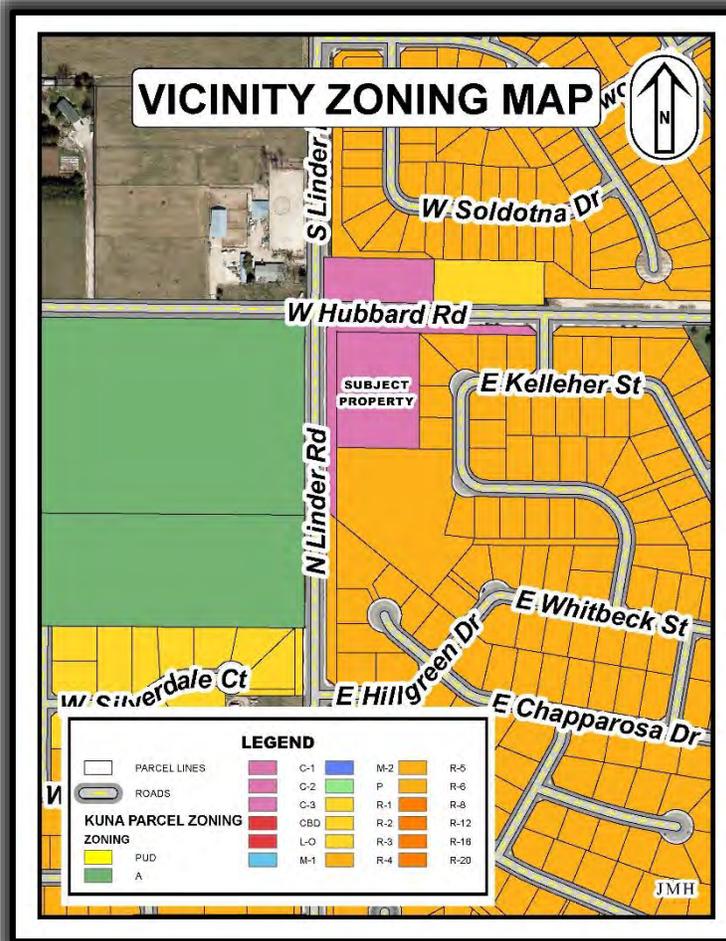
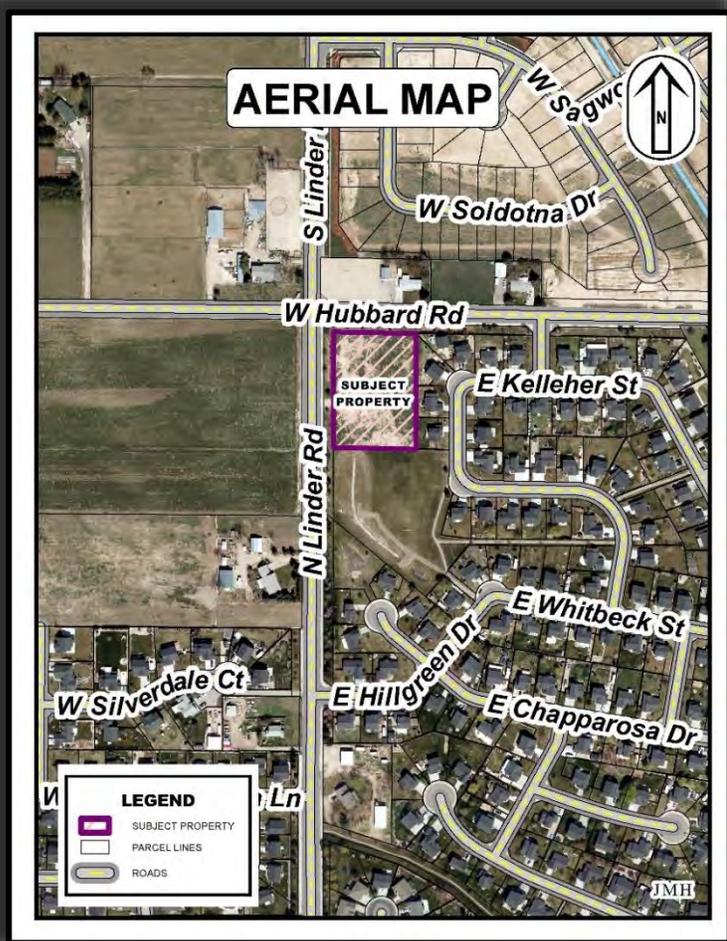
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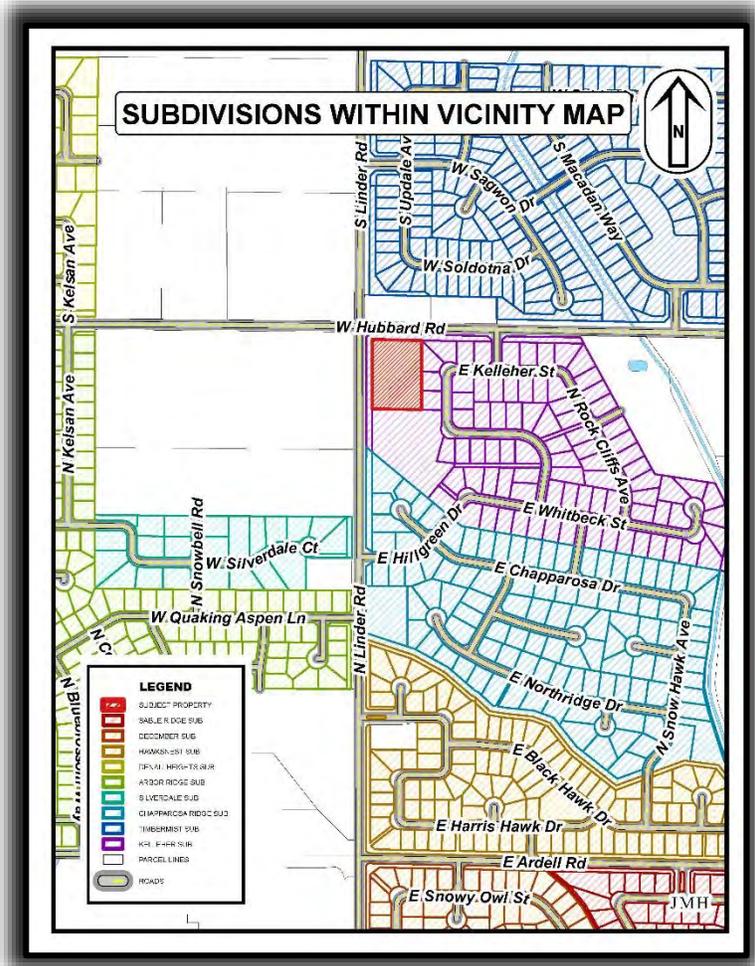
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|----------------------------------|-----------------------------------|
| i. Neighborhood Meeting | March 5, 2018 (3 people attended) |
| ii. Agency Comment Request | April 20, 2018 |
| iii. 350' Property Owners Notice | August 29, 2018 |
| iv. Kuna Melba Newspaper | August 29, 2018 |
| v. Site Posted | September 4, 2018 |

B. Applicant's Request:

On behalf of Open Door Rentals, Inc. the applicant, Trilogy Development, Inc. requests to appeal the Planning and Zoning Commissions' decision to deny Case No. 18-12-DR (Design Review) for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. The subject site is located on the southeast corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

C. Exhibit Maps:



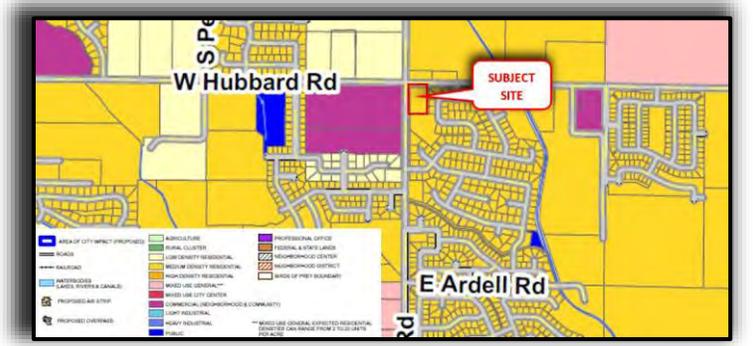


D. **Site History:**

This parcel is lot 8 block 1 of Kelleher Subdivision. The original final plat for Kelleher Subdivision was recorded on October 12, 2006. Note ten on the original final plat identifies the subject property as a designated commercial property. In 2017, a previous owner went through the public hearing process in order to rezone the property from R-4 (medium-density residential) to C-1 (neighborhood commercial). City Council approved the rezone on December 19, 2017. The parcel in question has been vacant for a number of years.

E. **General Projects Facts:**

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) identifies the subject site as medium-density residential.



2. **Surrounding Land Uses:**

North	C-1	Neighborhood Commercial – Kuna City
South	R-4	Medium Density Residential – Kuna City
East	R-4	Medium Density Residential – Kuna City
West	A	Agriculture – Kuna City

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

Property Owner	Parcel Size (Approximately)	Current Zone:	Parcel Number
Open Door Rentals, LLC	1.96 acres	C-1 (Neighborhood Commercial)	R4865420080

4. **Services:**

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

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

The subject site has remained bare and vacant since the final plat for Kelleher Subdivision recorded in October 2006. The site is relatively flat with an estimated average slope of 0% to 2%. According to the USDA Soil Survey for Ada County bedrock depth is estimated to be greater than 60 inches on the northern half of the property and between 20 inches to 40 inches on the southern half of the property.

6. **Transportation / Connectivity:**

Per comments received from Ada County Highway District when this property was rezoned, the applicant proposes to close the existing ingress/egress on North Linder Road, and proposes to construct a 31-foot wide driveway onto Hubbard Road from the site, located approximately 290-feet east of Linder Road. Within the subject site, the applicant proposes six-foot sidewalks throughout the development.

7. **Environmental Issues:**

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

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

- J&M Sanitation (Chad Gordon; May 1, 2018) – Exhibit B4

F. **Staff Analysis:**

The applicant, Trilogy Development, Inc., is requesting to appeal the Planning and Zoning Commissions’ decision to deny Case **No. 18-12-DR (Design Review)** for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. As an appeal, the City Council will consider all materials submitted by staff, meeting minutes from the Planning and Zoning Commission and public testimony to reach a decision to uphold, conditionally uphold or overrule the decision rendered by the Commission on July 25, 2018. The City Council shall only overrule the Commission by a favorable vote of one-half (1/2) plus one of the full Council.

The proposed eight four-plex buildings range from approximately 4,035 square feet to 5,730 square feet. On site the has proposed 62 parking spaces and 4 accessible parking spaces for a total of 66 parking spaces or approximately 2 spaces per dwelling unit to accommodate the proposed 32 units. Staff finds the proposed parking

to be in conformance with Kuna City Code, which requires 1.5 parking spaces per dwelling unit for multi-family projects.

The applicant has indicated that the current owner of the project site will remain within the Chapparosa Homeowners Association (HOA). Owners of the lots will pay their per lot fees as required by the existing CC&Rs, which will give residents of the proposed project access to the neighborhood park. However, current members of the Chapparosa HOA will not be held financially responsible for the maintenance and upkeep of the multi-family project and its parking lot. The applicant has indicated that a sub, or second, HOA will be created specifically for maintenance of the multi-family project and its parking lot.

Applicant has proposed a 31-foot wide curb return type driveway access to the site on Hubbard Road located approximately 290-feet east of the Linder Road and Hubbard Road intersection. Due to insufficient frontage, this distance does not meet Ada County Highway District's Driveway Location policy, however staff at ACHD has recommended a modification of policy to allow the driveway to be located as proposed. The applicant has been made aware that this driveway access has been recommended by ACHD to be approved as a temporary full access with the condition that the driveway may be restricted to right-in/right-out when it is determined by ACHD and/or the City of Kuna to be warranted. Staff recommends that the applicant work with ACHD and conform to their recommended requirements.

The subject site is surrounded by a 30-foot wide landscaped buffer that was established when the original Kelleher Subdivision was developed. Due to the subject site not having frontage on any road ways, there was not a requirement for a landscape buffer along classified streets. Extensive landscaping is proposed along the eastern perimeter fence line between this proposed development and the residences to the east. Considerable amounts of landscaping have been proposed through the entirety of the development. Staff has found that the landscape plan submitted follows the requirements in city code.

On the submitted landscape plan there is an identified location for a monument sign. As a reminder staff wants it noted that all monument signage shall go to the Commission for design review approval. No application for signage was submitted with this application and one shall be submitted prior to installation.

Per the site plan dated March 16, 2018, the applicant has proposed trash enclosures on the southeast corner of the property and the northwest corner of the property. Staff recommends the applicant be conditioned to move the southeastern trash enclosure to the southwest corner of the property away from the existing residences to the east.

The applicant has proposed all trash enclosures on site to be constructed out of vinyl fencing. Staff has made the applicant aware that it is the preference of the City and J&M Sanitation that all commercial trash enclosures be constructed with CMU brick wall with steel gates on the front. The applicant has also received comments from Chad Gordon with J&M Sanitation as well. Staff will require the applicant to construct all trash enclosures on site with CMU brick wall and with steel gates on the front of them. Staff would also recommend the applicant work with J&M Sanitation in order to conform to any other requirements they may have.

The future land use map is intended to serve as a *guide* for the decision-making body for the City. The Comprehensive Plan map indicates land use designations generally speaking, it is not the actual zone. Kuna's City Council recently granted these lands the C-1 (Neighborhood Commercial) zone, which allows for 100% lot coverage and allows multi-family development. Staff finds the proposed application to be in conformance with the current approved zoning.

Staff has determined this application complies with the goals and policies for Kuna City, Title 5 of the Kuna City Code; Idaho Code title 67 chapter 65; and the Kuna Comprehensive Plan. Staff will rely on Council's determination as to whether or not to uphold the Planning and Zonings Commission to deny Case. 18-12-DR (Design Review) or overturn it with the conditions as stated in the staff report.

G. Considerations for Design Review (Kuna City Code 5-4-6):

1. Site Design Objectives: Does the site plan design minimize the impact of traffic on adjacent streets; provide for safe pedestrian access and use; and provide appropriate, safe vehicle parking?
2. Site Landscaping: Does the site landscaping minimize the impact on adjacent properties through the proper use of screening with sound and sight buffers?
3. Site Landscaping: Are unsightly areas concealed and/or screened?
4. Building Design:
 - 4.1. Building mass: The mass of the building shall be reviewed for its relationship with existing development in the immediate surrounding area and with the allowed use proposed by the applicant.
 - 4.2. Proportion of building: The height to width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use.
 - 4.3. Relationship of openings in the buildings: Openings in the building shall provide interest through the use of such features as balconies, bays, porches, covered entries, overhead structures, awnings, changes in building facade and roofline alignment, to provide shadow relief. Avoid monotonous flat planes.
 - 4.4. Relationship of exterior materials: The approving authority shall determine the appropriateness of materials as they relate to building mass, shadow relief, and existing area development and use of color to provide blending of materials with the surrounding area and building use. The functional appropriateness of the proposed building design shall be considered as it relates to the proposed use.

If a material proposed for construction is not listed below, it shall be upon the discretion of the approving authority to determine the appropriateness of such material:

1. Exterior walls and soffits:
 - 1.1. Wood: A variety of wood types and finishes are acceptable, plywood is prohibited;
 - 1.2. Fiber cement;
 - 1.3. Masonite: Horizontal lap only, maximum six-inch reveal;
 - 1.4. Textured tilt-up concrete with accent reveals;
 - 1.5. Textured pour-in-place concrete with accent reveals;
 - 1.6. Masonry: Brick, natural rock/stone, synthetic stone, decorative block. Smooth-face block for accent only;
 - 1.7. Stucco: Is an allowable product;
 - 1.8. EIFS (Exterior insulation finish system-stucco): Permitted for accent purpose;
 - 1.9. Metal: All metal siding shall be anodized, have concealed fastener system, a silicon polyester finish or equivalent, and special design treatments to enhance its appearance.
2. Roofs:
 - 2.1. Wood shakes/shingles;
 - 2.2. Architectural grade textured composition shingles;
 - 2.3. Tile: Cementitious, clay;
 - 2.4. Slate;
 - 2.5. Metal: Standing seam, batten seam (concealed fasteners required);
 - 2.6. Flat roof specification: Single-ply, built up (both nonreflective).
3. Fences:
 - 3.1. Vinyl;
 - 3.2. Block masonry and stucco products;
 - 3.3. Brick;
 - 3.4. Wrought iron: Aluminum or steel;
 - 3.5. Reserved.
 - 3.6. Other fence building materials may be utilized on a case by case basis.
4. Colors:
 - 4.1. Earthen tones are encouraged.
 - 4.2. Flat or low gloss finished are encouraged
 - 4.3. Exposed metal flashing or trim will be anodized or painted to blend with exterior colors of the building.

H. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 4, Building Regulations.
2. City of Kuna Zoning Ordinance Title 5, Zoning Regulations.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

I. Decision by the Commission:

On July 25th, 2018, based on the facts outlined in staff's report, the case file and discussion at the public meeting, the Planning and Zoning Commission of Kuna, Idaho, has denied Case No. 18-12-DR (Design Review)

J. Council Determination:

Note: These motions are to uphold, conditionally uphold or overrule the Planning and Zoning Commission's decision to deny Case No. 18-12-DR. The City Council shall only overrule the Commission by a favorable vote of one-half (1/2) plus one of the full Council.

Based on the facts outlined in staff's report, Commission's minutes and public testimony as presented, the City Council of Kuna, Idaho, hereby upholds **-OR-** conditionally upholds the Commission's decision to deny Case No. 18-12-DR **-OR-** Overturns the Commission's decision to deny Case No. 18-12-DR with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve all civil 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 civil plans.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans and installation of fire protection facilities as required.
 - d. Kuna Municipal Irrigation District shall approve 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).
 - f. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and a permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. Street lights and parking lights for the site shall be LED lighting and comply with Kuna City Code and established Dark Skies practices.
5. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
6. 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.
7. Applicant shall construct all trash enclosures on site with CMU brick wall and with steel gates on the front. (Unless specifically approved otherwise).

8. All signage within/for the project shall comply with Kuna City Code and shall be approved in the design review process with all new commercial and multi-family.
9. The landscape plan is considered a binding site plan. Landscaping shall be installed according to the submitted landscape plan dated March 16, 2018 (except as specifically approved otherwise).
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. This development is subject to building and landscaping design review inspections. Inspection fees shall be paid prior to staff inspection.
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. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
14. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 18th day of September, 2018.

received
8.19.18



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

Appeal Checklist

An Appeal requires a public hearing with the City Council. The Appeal application shall be filed no later than the close of business 15 days after the Planning and Zoning Commission decision.

Project name: Kelleher No. 2 Design Review	Applicant: Jane Suggs
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All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	X
✓	Statement indicating reasons for Appeal—Appeal Form	X
✓	Affidavit of Legal Interest (for all interested parties)	X

Note: Only one copy of the above items need to be submitted when applying for multiple applications. The associated fee is for EACH appeal request; multiple parties under one application must designate a representative to speak, or each person pays the fee.





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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	18-01-A 18-12-DR
Project name	Kellerer sub no. 2
Date Received	8/14/18
Date Accepted/Complete	8/20/18
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	9/18/18

Type of Review (check all that apply):

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

Contact/Applicant Information

Owners of Record: <u>Open Door Rentals, Inc.</u>	Phone Number: _____
Address: <u>1977 E. Overland Road</u>	E-Mail: _____
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: _____
Applicant (Developer): <u>Trilogy Development, Inc.</u>	Phone Number: <u>208-895-8858</u>
Address: <u>9839 W. Cable Car Street</u>	E-Mail: _____
City, State, Zip: <u>Boise, ID 83709</u>	Fax #: _____
Engineer/Representative: <u>Jane Suggs / WHPacific Inc.</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, ID 83705</u>	Fax #: _____

Subject Property Information

Site Address: <u>SE corner of Linder Road and Hubbard Road</u>	
Site Location (Cross Streets): <u>Linder Road, Hubbard Road</u>	
Parcel Number (s): <u>R4865420080</u>	
Section, Township, Range: <u>Section 13, T2N, R1W</u>	
Property size : <u>1.96 acres</u>	
Current land use: <u>empty lot</u>	Proposed land use: <u>eight 4-plex bldgs</u>
Current zoning district: <u>C-1</u>	Proposed zoning district: <u>C-1</u>



Project Description

Project / subdivision name: Kelleher Subdivision No. 2
 General description of proposed project / request: subdivision of the 1.96 acre parcel for eight 4-plex buildings, plus common lots
 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: N/A
 Any existing buildings to remain? Yes No
 Number of residential units: 32 Number of building lots: 8
 Number of common and/or other lots: 1
 Type of dwellings proposed:
 Single-Family _____
 Townhouses _____
 Duplexes _____
 Multi-Family _____
 Other _____
 Minimum Square footage of structure (s): _____
 Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____
 Percentage of open space provided: _____ Acreage of open space: _____
 Type of open space provided (i.e. landscaping, public, common, etc.): _____

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 Suga For DR appeal Date: 8/14/18



**FEE: \$350.00
EACH APPEAL**

City of Kuna
APPEAL FORM

NAME: Jane Suggs

ADDRESS: 2141 W. Airport Way, Suite 104, Boise, ID 83705

TELEPHONE #: 208-275-8729

DECISION(S) YOU ARE APPEALING: P&Z denial of Design Review for Kelleher No. 2 - 18-12-DR

Reasons for Appeal (list all and add sheets if necessary)

Please see the attached letter for reasons for appeal and a recap of the P&Z actions

Describe Why You are an Affected Person: _____

I am the applicant for the Kelleher No. 2 design review and subdivision applications

DO NOT WRITE BELOW THIS LINE

DATE OF APPEAL: _____

COMMENTS: _____





August 14, 2018

Honorable Mayor Stear and City Council members
c/o Mr. Jace Hellman
Kuna Planning and Zoning Department
751 W. 4th Street
Kuna, Idaho 83634

Subject: Kelleher Subdivision No. 2
Appeal of Design Review decision 18-12-DR

Dear Mayor Stear and City Council Members:

I am submitting this appeal of the Planning and Zoning Commission's (P&Z) denial of the application for Design Review (DR) for the Kelleher No. 2 Subdivision. It should be noted our application for Design Review met all of the requirements outlined in Chapter 4 – Design Review Overlay District, in the City of Kuna's Zoning Regulations. The Kelleher No. 2 development provides multi-family housing that is allowable in the current C-1 zone. This multi-family use was specifically included in the approved 2017 application for rezone to C-1. The project, at the southeast corner of Hubbard and Linder Roads, is appropriately located at an intersection that has limited or no commercial use due to limited access onto Hubbard Road and is not preferred for single family homes due to the adjacent traffic on Hubbard and Linder Roads. This location is perfectly suited for multi-family development.

Along with applications for subdividing the property, the application for Design Review included a complete set of drawings for the site and buildings, including multiple floor plans for the different units and color elevations for the 6 building designs, all prepared by a licensed architect. The application also included 4 color palettes and a special elevation along Linder Road as requested by an across-the-street neighbor.

The current staff report for the project does not provide any comments or reasons that support a denial of Design Review of the project. There are no findings of fact for Design Review, so we only have the minutes of the two P&Z meetings to refer to in our appeal of the P&Z decision.

The minutes of the meetings clearly show that the critique of the project by the Planning and Zoning Commissioners was focused on the neighbors' opposition to the project and on zoning issues. The Commission did not focus on Design Review issues or the Design Review code.

For clarification, we have provided this recap of the hearings:

At the first P&Z hearing on June 26, 2018, we made it clear to the staff and Commissioners that the Kelleher No. 2 parcel was already a part of the Chapparosa Subdivision Home Owners Association (HOA) and that the new residents of Kelleher No. 2 would be using the adjacent park. We also suggested in our application letter and in our testimony that the Chapparosa Subdivision HOA should not be responsible for maintaining the new Kelleher No. 2 parking lot, landscaping and building exteriors, as these tasks are not typical in a single family subdivision HOA. We proposed that the best way to accomplish this separation of responsibilities was to



remove/de-annex Kelleher No. 2 from the Chapparosa HOA, and to work out a special agreement between Chapparosa HOA and the not-yet-established Kelleher No. 2 HOA regarding the use of the neighborhood park, including fees and conditions.

After opposition testimony from the Chapparosa neighbors, the P&Z Commissioners 1) requested changes to the location of one of the trash enclosures, and then 2) deferred their decision on the applications with direction that the applicant and the neighbors come to an agreement on the use of the neighborhood park. This direction for a private negotiation to be completed was an unreasonable delay and had the effect of putting the neighbors, many of who did not want the development to occur, in control of the Planning and Zoning Commission's approval of our applications for both design review and subdivision.

In preparation for the second P&Z hearing on July 26, 2018, and knowing the difficulty in obtaining an agreement between the Chapparosa HOA and the Kelleher No. 2 HOA (that had not yet been created because there was not yet an approved project), we updated our landscape plan to move the location of the trash enclosure as requested, and also to close the access to the neighborhood park. We submitted this stand alone design with a provision that Kelleher No. 2 would still de-annex from the Chapparosa HOA; however, the residents of Kelleher No. 2 would not be using the park property and there would be no reason for a separate agreement. Instead we designed a neighborhood gazebo and horseshoe pit for use by Kelleher No. 2 residents that were located within the landscaped open space in the Kelleher No. 2. Both the open space and amenities that were proposed meet the requirements of the Kuna City Code for C-1 zoned property. We did not receive any negative comments about our redesign from the staff.

Again, the P&Z Commissioners discussed their desire that the applicant come to an agreement with the Chapparosa HOA for use of the neighborhood park and as a result denied the plat applications and the Design Review application.

As indicated in the minutes for both hearings:

- 1) the residents of Chapparosa Subdivision are not in agreement on the use of the park by the future residents of Kelleher No. 2,
- 2) the Chapparosa HOA Board agreed to negotiations with Kelleher No. 2 and submitted a list of projects/neighborhood improvements that are to be met as part of the negotiations, and
- 3) Kelleher No. 2 Design Review and subdivision plats meet the requirements of the Kuna City Code and Comprehensive Plan and should not be held up by private negotiations between the applicant and the Chapparosa HOA.

According to the Local Land Use Planning Act the decision to deny the Design Review application was made in error.

Idaho Code 67-6519 requires that a governing board, when granting or denying an application, specify the ordinance and standards used in evaluating the application, specify the reasons for denial, and specify the actions the applicant can take to obtain approval. These requirements have not been met.

We also maintain that the Planning and Zoning Commission's decision was arbitrary since they conflated the minimal (if any) Design Review discussion with zoning and density concerns. The issues of zoning and density were not a part of the Design Review application, as those issues were resolved with the approval of the 2017 rezone application. Likewise, the P&Z discussion



of open space is a zoning requirement of the C-1 zone and the requirement is met by the plan submitted by the applicant. For these reasons, the denial of the Design Review application by the Planning and Zoning Commission should not stand and the Design Review application should be approved as submitted by the Kuna City Council.

We respectfully request that the Kuna City Council approve of this appeal of the Planning and Zoning Commission's decision and approve Design Review application 18-12-DR.

Sincerely,

A handwritten signature in blue ink that reads "Jane Suggs".

Jane Suggs



September 11, 2018

Mr. Jace Hellman
Kuna Planning and Zoning
751 W. 4th Street
Kuna, ID 83634

Subject: Kelleher No. 2 Subdivision – City Council hearing on September 18, 2018
Appeal of Design Review 18-12-DR
Preliminary/Final Plat 18-01-CPF

Dear Jace:

Following our appeal application/letter dated August 14, 2018, I wanted to provide additional information for the record and for the upcoming Council hearing.

As you know, this property was rezoned to C-1 in November 2017, with an application that described the future use of the property as 9 four-plex buildings which is an allowable use in the C-1 zone.

And I'd like to reiterate that the Kelleher No. 2 property is currently part of the Chapparosa HOA.

However, our application in March 2018, and testimony to Planning and Zoning Commission on June 26, 2018, included a recommendation that the proposed Kelleher No. 2 property de-annex from Chapparosa HOA, and a separate agreement/contract between the Chapparosa HOA and the new (but not yet created) Kelleher HOA be established that would allow the use of the adjacent park by Kelleher residents in exchange for an agreed upon fee. This agreement would also divest Chapparosa HOA of any responsibility for maintaining the Kelleher parking lot, site landscaping and building exteriors.

At that P&Z hearing, several Chapparosa residents spoke out in opposition to the entire development project. The P&Z Commissioners deferred their decision on the applications with an expectation that the Chapparosa HOA and the Kelleher developer (since there isn't a Kelleher No. 2 HOA yet) would work out the separate agreement noted above.

Due to opposition from Chapparosa neighbors it was clear to the Kelleher development team that a separate agreement between the Chapparosa HOA and Kelleher would be difficult to achieve and could possibly take several weeks or months, if at all.

At the second P&Z hearing on July 25, I presented an alternative Kelleher plan that 1) included some amenities (gazebo/gathering spot, horseshoe pit) on the Kelleher property, 2) removed access to the park, and 3) de-annexed from the Chapparosa HOA. Tim McKay, representing the Chapparosa HOA, testified at the hearing that the Chapparosa HOA would negotiate a separate agreement with the developer and included a list of park projects/improvements that Chapparosa asked the Kelleher developer to agree to.



Again the P&Z Commissioners began to discuss a deferral of a decision on the applications so that a separate agreement could be reached between the Chapparosa HOA and the developer/Kelleher. In lieu of yet another delay in the decision, I asked the P&Z Commission to deny our subdivision application instead. The development team believes that it was inappropriate for the P&Z Commissioners to delay approval of our applications pending negotiation with the neighbors, some of who opposed the development. Additionally and without discussion the P&Z Commission denied the Design Review application; resulting in our appeal of that decision and our request for approval of our Design Review application by the City Council.

Since the P&Z hearing and after discussions with our legal counsel and a meeting with representatives of the Chapparosa HOA and their management company, **we propose that Kelleher No. 2 will:**

- 1) remain a part of the Chapparosa HOA and pay the per lot fees that are required by the Chapparosa CCRs,**
- 2) create a separate “sub-HOA” for Kelleher No. 2 residents that will address maintenance of the parking lot, on-site landscaping and building exteriors, and**
- 3) provide a connection to the adjacent park.**

The preliminary plat and landscape plan (attached) that were submitted with our original application reflect this plan and show the park connection. We also propose a new condition of approval: *The southern trash enclosure will be relocated to the west side of the parking lot.* This condition moves the trash enclosure away from the pathway connection to the park and further from the neighbors to the east.

The Kelleher team appreciates your attention to this application and the approval process and especially the recommendation in the original staff report: *Staff has determined this application complies with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Code title 67 chapter 65; and the Kuna Comprehensive Plan.*

I hope this outline of our application request is helpful and I look forward to presenting Kelleher No. 2 to the City Council on September 18, 2018. Please let me know if you have any questions.

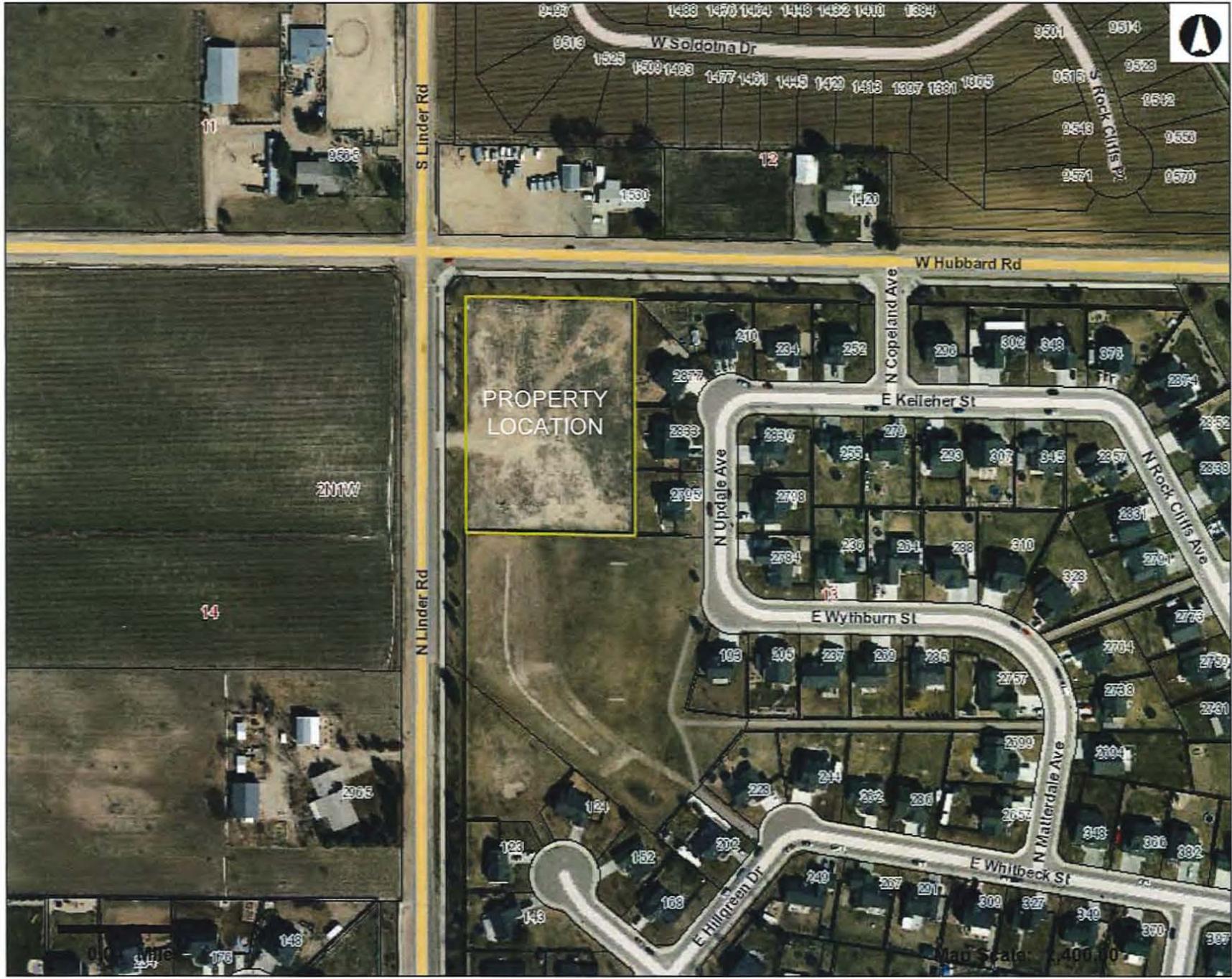
Sincerely,



Jane Suggs

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



- Legend**
- + Railroad
 - Roads (2,000 - 4,000 s)
 - <all other values>
 - Interstate
 - Ramp
 - Principal Arterial
 - Collector
 - Minor Arterial
 - Local
 - Parks
 - Alley
 - Driveway
 - Parks
 - Address
 - Townships
 - Sections
 - Condos
 - Parcels

Exhibit
B7 3/2/2018



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)
) ss.
County of Ada)

I, Open Door Rentals, Inc / Corey Barton , 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/WHPacific 2141 W. Airport Way, Suite 104, Boise, ID 83705
Name Address

to submit the accompanying application pertaining to that property.

E. 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 2nd day of March, 2018

[Signature]
Signature

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

[Signature]
Notary Public for Idaho
Residing at: Nampa, ID
My commission expires: 6-05-22





PROJECT LETTER

499 Main Street
Boise, Idaho 83702
(208) 343-2931
www.taoidaho.com

Date: March 15, 2018

To: Planning Department
City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Project: **Kelleher Subdivision No. 2**

Subject: Design Review Application

Please accept this Design Review Application for the above referenced project. This application is for 8 4-plex buildings (32 dwelling units) at the south east corner of Hubbard Road and Linder Road in Kuna, Idaho 83643. The use of these buildings will be multifamily residential buildings.

The buildings consist of three building types, each with two options for exterior finishes and trim packages. Two of the building types include (4) 2 bedroom/ 2 bathroom units. The third building type consists of (4) 3 bedroom/ 2 bathroom units. There are 66 total parking spaces (2 for each unit plus 4 extra spaces), including 4 accessible spaces. An amenity has been provided for the residents of the development in the form of abundant landscaping, appealing architectural characteristics at the buildings, and a direct pedestrian link to an adjacent community park.

Each apartment building floor plan type has two elevation types with different roof line styles and with material and color variation. There are four paint color pallets that are dispersed throughout the project. The different exterior finish packages include varying amounts of painted hardboard lap siding, painted hardboard board and batten siding, and stone veneer. All buildings will have asphalt shingle roofs, painted hardboard fascia and soffit, painted hardboard door and window trims, belly bands, corbels, and other trim items. Additionally, all buildings will include pre-finished gutter and downspout systems.

Thank-you for your consideration and please call with any questions or concerns, 639-6407.

Sincerely,

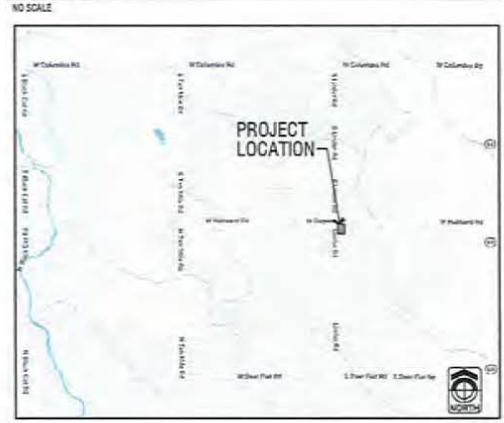
Rob TeBeau, Architect
The Architects Office, PLLC



KELLEHER SUBDIVISION NO. 2

N. LINDER ROAD & W. HUBBARD ROAD
KUNA, IDAHO 83634

VICINITY MAP



AERIAL MAP



SHEET INDEX

- DR0.0 DESIGN REVIEW COVER SHEET
- C1.0 COVER SHEET, NOTES, & SHEET INDEX
- C2.0 COPY OF FINAL PLAT
- C3.0 GRADING PLAN
- C4.0 DETAILS
- C5.0 UTILITY PLAN
- OS.0 EROSION & SEDIMENT CONTROL PLAN
- L1.0 LANDSCAPE PLAN
- L1.1 COLORED LANDSCAPE PLAN
- DR1.0 ARCHITECTURAL SITE PLAN
- DR1.1 SITE DETAILS
- DR2.0 BUILDING FLOOR PLANS
- DR3.0 BUILDING TYPE 2-1 EXTERIOR ELEVATIONS
- DR3.1 BUILDING TYPE 2-2 EXTERIOR ELEVATIONS
- DR 3.2 BUILDING TYPE 3-1 EXTERIOR ELEVATIONS

PROJECT SUMMARY

TOTAL PROJECT SITE 1.99± ACRES.
PROJECT IS THE CONSTRUCTION OF (8) TWO STORY WOOD FRAMED 4-UNIT RESIDENTIAL DWELLING UNITS. THE PROJECT ALSO INCLUDES 66 OFF-STREET PARKING STALLS.

PROJECT DIRECTORY

OWNER
OPEN DOOR REALTY, INC.
1977 E. OVERLAND RD.
MERIDIAN, IDAHO 83642
CONTACT: JANE SUGGS
V (208) 275-8729
C (208) 342-5353
E j.suggs@opendoor.com

GENERAL CONTRACTOR
CHALLENGER DEVELOPMENT
8639 W. CABLE CAR ST., STE. 101
BOISE, IDAHO 83709
CONTACT: SHAWN BROWNLEE
V (208) 835-8856
C (208) 836-8371
F (208) 835-0714
E sbrown@challenger.com

ARCHITECT
THE ARCHITECTS OFFICE, PLLC
499 MAIN ST.
BOISE, IDAHO 83702
CONTACT: ROB TUBEAU
V (208) 839-8407
C (208) 794-1543
E r.tubeau@tao.com

CIVIL ENGINEER
NH PACIFIC, INC.
2141 W. AIRPORT WALK, STE. 104
BOISE, IDAHO 83705
CONTACT: WATT MANGER
V (208) 275-8704
F (208) 342-5353
E wmanger@nhpacific.com

LANDSCAPE ARCHITECT
JENSEN BELLS ASSOCIATES
1509 TIRELL LAKE, STE. 130
BOISE, IDAHO 83709
CONTACT: RAY SESENTHALER
V (208) 343-7175
F (208) 343-7178
E ray@jensbell.com

PROJECT
KELLEHER SUBDIVISION NO. 2
N. LINDER RD. & W. HUBBARD RD.
KUNA, IDAHO 83634



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FILE
DATE: MARCH 15, 2018
BY: 18-002 DR0.0
DRAWN: ROB TUBEAU, AIA

REVISIONS

SHEET

DR0.0
DESIGN REVIEW COVER SHEET





480 W. MAIN STREET, SUITE 200, BOZEMAN, MT 59717
BOZEMAN, IDAHO 83602 TAO@TAOARCHITECTS.COM

PROJECT
**KELLEHER
SUBDIVISION NO. 2**
N. LINDER RD. &
W. HUBBARD RD.
KUNA, IDAHO 83634



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FILE

DATE: MARCH 15, 2018

BY: 18-002 DR1.0

FOR: ROB TABEAU, AIA

REVISIONS

SHEET

DR1.0

SITE PLAN

SITE DATA

LOT AREA:	83,473 ± S.F. 1.902 ACRES
ZONING:	D-1
MAXIMUM BUILDING HEIGHT:	32 FT.
MINIMUM STREET FRONTAGE:	115 FT.
MINIMUM FRONT YARD SETBACK:	15 FT.
MINIMUM REAR YARD SETBACK:	5 FT.
MINIMUM INTERIOR SIDE YARD SETBACK:	5 FT.
MINIMUM STREET SIDE YARD SETBACK:	10 FT.

PROJECT DATA

PROPOSED BUILDINGS:	8
4-UNIT TWO-STORY BUILDINGS:	8
APARTMENT BUILDING KEY:	
BUILDING TYPE 2-1A: (4) TWO BEDROOM UNITS, ELEVATION TYPE A:	1
BUILDING TYPE 2-1B: (4) TWO BEDROOM UNITS, ELEVATION TYPE B:	1
BUILDING TYPE 2-2A: (4) TWO BEDROOM UNITS, ELEVATION TYPE A:	2
BUILDING TYPE 2-2B: (4) TWO BEDROOM UNITS, ELEVATION TYPE B:	2
BUILDING TYPE 2-3A: (4) THREE BEDROOM UNITS, ELEVATION TYPE A:	1
BUILDING TYPE 2-3B: (4) THREE BEDROOM UNITS, ELEVATION TYPE B:	1
PROPOSED UNITS:	16.33 UNITS PER ACRE
PROPOSED UNIT MIX:	
TWO BEDROOM - TWO BATHROOM (2x2):	6
2x2-1:	2
2x2-2:	4
THREE BEDROOM - TWO BATHROOM (2x2):	2
PARKING REQUIRED:	48
APARTMENTS: 1.5 STALLS PER UNIT: 22 x 1.5 = 40	
PARKING PROPOSED:	68
ACCESSIBLE PARKING STALLS:	4
STANDARD PARKING STALLS:	62
APARTMENT LAND DEVELOPMENT:	
BUILDING FOOTPRINTS:	37,254 ± S.F. / 43%
SITE PAVING:	36,706 ± S.F. / 43%
LANDSCAPING:	11,503 ± S.F. / 14%

AERIAL MAP

NO SCALE



CIRCULATION LEGEND

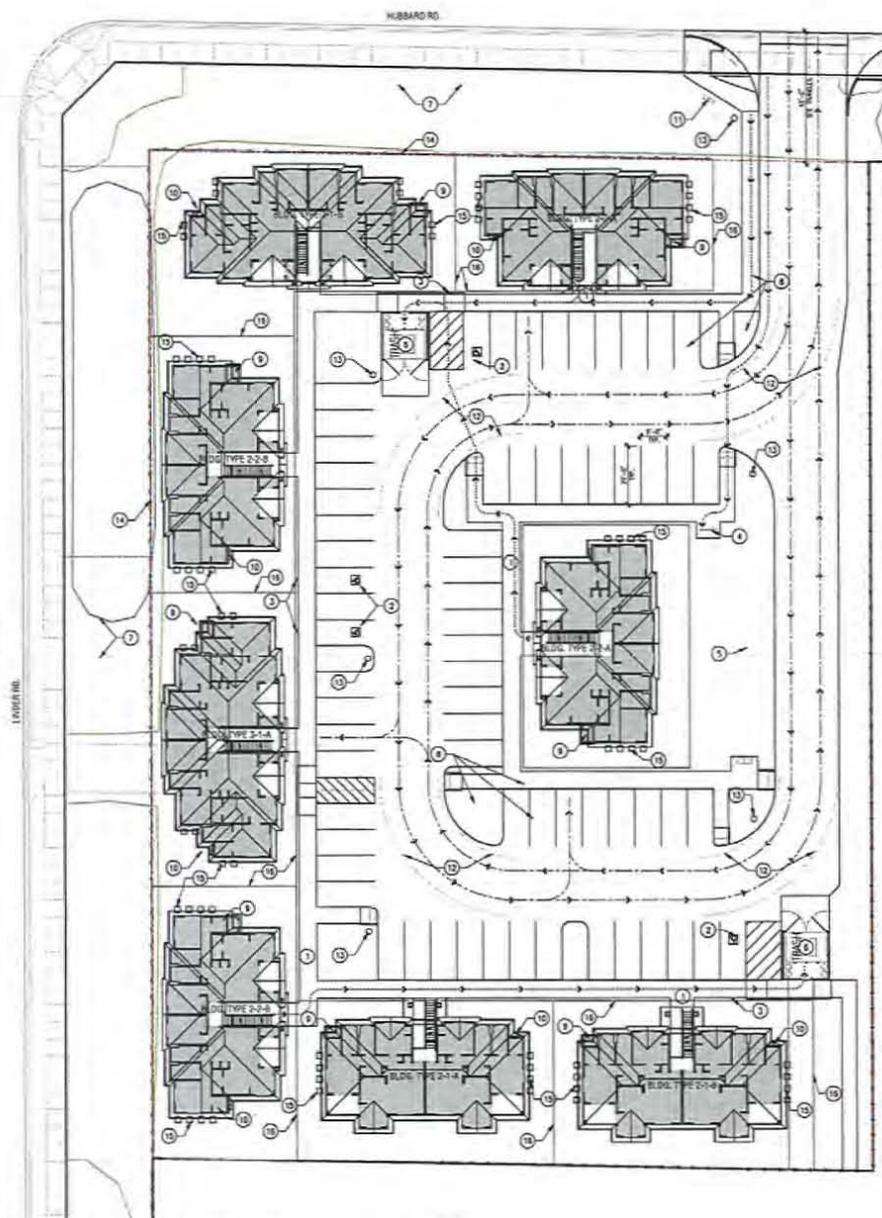
	AUTOMOBILE CIRCULATION
	PEDESTRIAN CIRCULATION
	BICYCLE CIRCULATION

KEYNOTES

- 4" CONCRETE EXPOSED OVER 4" COMPACTED GRAVEL BASE FOR CIVIL FINISHES TYPICAL. ALL WALKS TO BE CONSIDERED NEARLY NEW OWNER FOR FINAL LOCATION FOR EACH BUILDING. A PART OF THE ACCESSIBLE ROUTE FOR GENERAL NOTES. CONCRETE WALKS TO BE 2'-0" WIDE ADJACENT TO PARKING STALLS AND 2'-0" WIDE EXTERIOR WALKS. SEE DETAIL 1/2x1/2 FOR CONTROL JOINTS. 40 MINIMUM IN FRONT OF APARTMENT BUILDINGS. DETAIL CONCRETE WALK FROM BUILDING TO PARKING THE SAME WIDTH OF THE BUILDING SPACING.
- ACCESSIBLE PARKING STALL PER DETAIL 2/2x1/1 TYP.
- ACCESSIBLE PARKING STALL SIGN PER DETAIL 2/2x1/1 TYP.
- THE RAMP FOR STAIR 1/2x1/1.
- WALK SIGN (LEFT FOR DETAIL SIGN). NOTE ALL FIRST FLOOR UNIT WALK SIGN TO BE WITHIN ACCESSIBLE REACH RANGE. MINIMUM HEIGHT TO BOTTOM OF SIGN: +15" AFF. MAXIMUM HEIGHT TO TOP OF SIGN: +4' AFF.
- TYPICAL TRASH ENCLOSURE PER DETAIL 4/2x1/1.
- R.O.M., CURB CUTTER & SIDEWALK ARE EXISTING. NO WORK THIS AREA. PROTECT FROM DAMAGE DURING CONSTRUCTION.
- PARKING LOT LANDSCAPING STANDARDS AND FINISHING LOT SIDEWALKS PER CIVIL DRAWINGS. ALL SIDEWALKS ARE A PART OF THE ACCESSIBLE ROUTE FOR GENERAL NOTE 3. ALL PARKING STALLS ARE 8'-0" WIDE AND 20'-0" DEEP. ALL DRIVE ALLEYS TO BE 22'-0" MINIMUM WIDE. ALL SIDEWALKS IN FRONT OF PARKING STALLS ARE 8'-0" WIDE.
- APARTMENT BUILDING RESEAL ROOM LOCATION. NOTE: RESEAL ROOM AND ELECTRICAL PANEL LOCATION CAN BE RELOCATED. VERIFY WITH OWNER FOR FINAL LOCATION FOR EACH BUILDING.
- APARTMENT BUILDING ELECTRICAL PANEL METER HOOD LOCATION. NOTE: RESEAL ROOM AND ELECTRICAL PANEL LOCATION CAN BE RELOCATED. VERIFY WITH OWNER FOR FINAL LOCATION FOR EACH BUILDING.
- FEDERAL PROJECT SIGN LOCATION. ALL PROJECT SIGNS REQUIRE SEPARATE SIGN CITY PERMITS APPROVALS. VERIFY WITH OWNER FOR PROJECTING PROVISIONS (ELECTRICAL FOR LOGOING).
- SHOULDER LINE INDICATES FIRE TRUCK TURNING CLEARANCE: 28'-0" INSIDE MODEL, 48'-0" OUTSIDE MODEL.
- SITE LIGHTING POLE PER SITE ELECTRICAL PLAN.
- 6'-0" WIRE TENSING AT PROPERTY LINE - SEE LANDSCAPE DRAWING.
- MECHANICAL EQUIPMENT - SCREEN WITH LANDSCAPING. TYP.
- TYPICAL SUBVERSION PROPERTY LINE.

GENERAL NOTES

- ALL CONTRACTORS / SUB-CONTRACTORS TO VISIT SITE AND VERIFY ALL EXISTING CONDITIONS AND EXISTING UNIT ELEVATIONS. FIELD VERIFY ALL SITE DIMENSIONS AND CONDITIONS. VERIFY WITH OWNER AS REQUIRED UPON EXISTING CONDITIONS. REPORT ANY DISCREPANCIES TO THE OWNER AND ARCHITECT.
- THE OWNER IS RESPONSIBLE FOR ALL SOIL TESTING AND ANALYSIS. ALL SOILS INFORMATION TO BE OBTAINED FROM THE OWNER OR CIVIL ENGINEER.
- CONTRACTOR TO VERIFY LOCAL "DE-ICE" ORDINANCES PRIOR TO ANY CONSTRUCTION.
- CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES FOR THE LOCATION, DEPTH AND CONNECTION OF ALL NEW AND EXISTING UTILITIES FOR THIS PROJECT. ALL WORK TO CONFORM TO UTILITY COMPANY STANDARDS, LOCAL CODES AND ACCEPTED CONSTRUCTION PRACTICES.
- MINIMUM BURLAP, SOUTH OF ALL UNDERGROUND ELECTRICAL WORKINGS SHALL BE 24" BELOW FINISH GRADE SURFACE.
- REFER TO THE GENERAL CONTRACTING NOTES FOR CIVIL CONSTRUCTION REQUIREMENTS. THE CONTRACTOR IS REQUIRED TO DO ALL NECESSARY DRAINAGE WORKING TO MEET THE STRUCTURAL REQUIREMENTS OF THE FOUNDATION.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL DESIGN AND SCHEMATIC DESIGN AND BEST MANAGEMENT PRACTICES TO BE IMPLEMENTED DURING CONSTRUCTION.
- REFER TO CIVIL DRAWINGS FOR GENERAL SITE INFORMATION AND DESIGN AND SCHEMATIC DESIGN. DRAWINGS. REFER TO CIVIL DRAWINGS FOR ALL CUTTER / SLOPE/PAVING CONSTRUCTION AND NOTES TO FINISHING TYPICAL.
- REFER TO LANDSCAPE DRAWINGS FOR ALL LANDSCAPING REQUIREMENTS.
- REFER TO ARCHITECTURAL FLOOR PLANS FOR CLOSETING, APARTMENT BUILDING AND GARAGE LAYOUTS AND DIMENSIONS.
- REFER TO ELECTRICAL SITE PLAN FOR ALL ELECTRICAL NOTES AND INFORMATION.
- CLEAR SITE OF EXISTING VEGETATION, & REMAINS AS REQUIRED FOR NEW CONSTRUCTION. PROTECT EXISTING CONSTRUCTION TO REMAIN.
- THE FINISH SITE GRADE SHALL SLOPE AND HAVE POSITIVE DRAINAGE AWAY FROM THE BUILDING. SEE CIVIL DRAWINGS FOR FINISH FLOOR ELEVATIONS.
- ALL CONSTRUCTION MODIFICATIONS, REMOVALS OR CHANGES TO EXISTING UTILITIES, CURB RAMP AND SIDEWALKS IN THE RIGHT-OF-WAY TO RECEIVE AGENCY APPROVAL PRIOR TO CONSTRUCTION AND TO BE CONSTRUCTED PER AGENCY STANDARDS.
- ALL EXTERIOR SIDEWALKS, RAMP, CURB RAMP AND LANDINGS SHALL BE CONSIDERED AN ACCESSIBLE ROUTE AND SHALL CONFORM WITH 2010 ADA CHAPTER 4. ALL NEW SIDEWALKS TO HAVE A MINIMUM SLOPE OF 1:20 (5%) SIDEWALKS WITH A SLOPE GREATER THAN 1:20 SHALL SLOPE 1:12 MINIMUM AND SHALL NOT SLOPE GREATER THAN 1:7 INCE AND SHALL HAVE LANDINGS 5'-0" EACH END IN THE DIRECTION OF TRAVEL. ALL SIDEWALKS MAY HAVE A MINIMUM CROSS SLOPE OF 2% (1/50). ALL EXTERIOR LANDINGS AT DOORS TO BE FINISH WITH BUILDING FINISH FLOOR AND SLOPE AWAY FROM THE BUILDING AT 2% (1/50) MINIMUM FOR A MINIMUM DISTANCE OF 3'-0".
- TO ACCOMMODATE CONSTRUCTION TOLERANCES, WHERE SURFACES ARE DESIGNED AT 1:50 (2%) MINIMUM SLOPE, CONTRACT AT 1:35 (1/35) MINIMUM SLOPE. WHERE SURFACES ARE DESIGNED AT 1:20 (5%) MINIMUM SLOPE, CONTRACT AT 1:25 (1/25) MINIMUM SLOPE. WHERE SURFACES ARE DESIGNED AT 1:12 (8 1/3%) MINIMUM SLOPE, CONTRACT AT 1:10 (1/10) MINIMUM SLOPE.
- PROTECT CONCRETE JOINTS BY SERRATING AT 20'-0" O.C. MAX. CONTROL JOINTS AT 5'-0" O.C. TYPICAL. ALL SIDEWALKS SHALL SLOPE TO SHEET WATER PER GENERAL NOTE 3. RECONSTRUCTING. SEE DETAIL 1/2x1/1 FOR TYPICAL CONSTRUCTION NOTES.
- ALL NEW CONSTRUCTION TO BE IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS, ACCEPTED CONSTRUCTION STANDARDS AND CONFORM TO ALL BUILDING CODES AND REGULATIONS.



1 SITE PLAN
SCALE 1" = 30'-0"



400 MAIN STREET (780) 243-2923
800E OAKHURST TAOSQUARE.COM

PROJECT

**KELLEHER
SUBDIVISION NO. 2**

N. LINDER RD. &
W. HUBBARD RD.
KUNA, IDAHO 83634



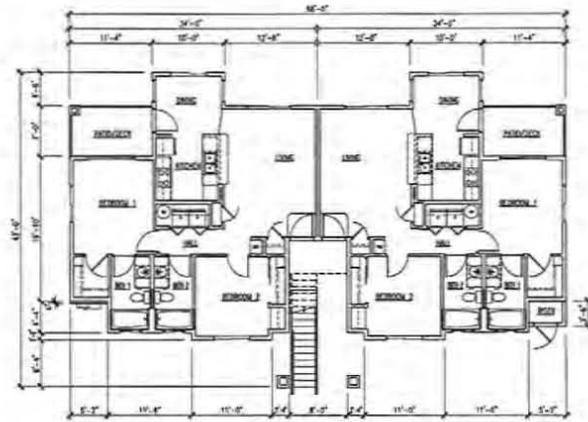
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FILE
MARCH 15, 2018
18-302 DR2.D
ROB TABERLAN, AIA

REVISIONS

SHEET

DR2.0
APARTMENT
FLOOR PLANS

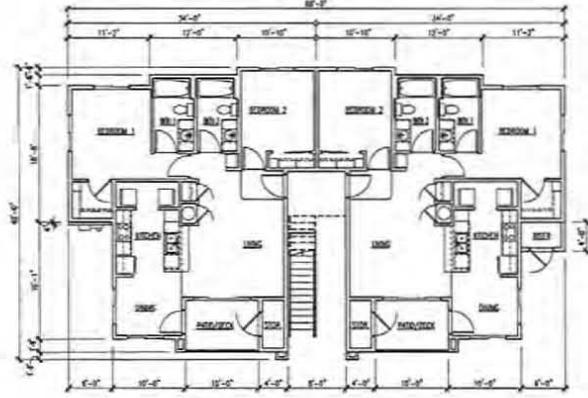


**BUILDING TYPE 2-1
FIRST FLOOR PLAN**
SCALE: 1/8" = 1'-0"

2-BEDROOM / 2-BATHROOM
SECOND FLOOR SIM.

UNIT AREA: 1,103 S.F.
NET AREA: 1,103 S.F.

FIRST FLOOR AREA: 2,206 S.F.
SECOND FLOOR AREA: 2,206 S.F.

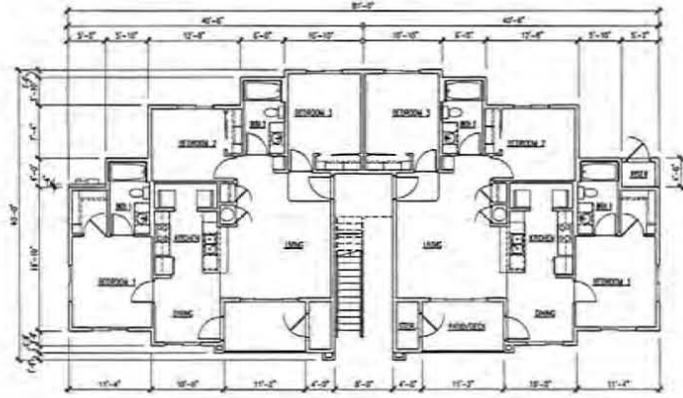


**BUILDING TYPE 2-2
FIRST FLOOR PLAN**
SCALE: 1/8" = 1'-0"

2-BEDROOM / 2-BATHROOM
SECOND FLOOR SIM.

UNIT AREA: 1,103 S.F.
NET AREA: 1,103 S.F.

FIRST FLOOR AREA: 2,206 S.F.
SECOND FLOOR AREA: 2,206 S.F.



**BUILDING TYPE 3-1
FIRST FLOOR PLAN**
SCALE: 1/8" = 1'-0"

3-BEDROOM / 2-BATHROOM
SECOND FLOOR SIM.

UNIT AREA: 1,418 S.F.
NET AREA: 1,418 S.F.

FIRST FLOOR AREA: 2,836 S.F.
SECOND FLOOR AREA: 2,836 S.F.

KEYNOTES

1. FIRE SPRINKLER RISER FROM: PROVIDE SIGN ON EXTERIOR OF THE DOOR IN ONE-FOOT LETTERS DENOTING THE RISER ROOM IN COMPLIANCE WITH THE INTERNATIONAL FIRE CODE AND WITH THE APPROVAL OF THE FIRE AGENCIES. PROVIDE AND INSTALL "KICK OUT" WITHIN 5 FEET OF DOOR AS DIRECTED BY THE FIRE AGENCIES.
2. ELECTRICAL WIRING AND PANELS: VERIFY EXIST LOCATIONS WITH FIELD AND ELECTRICAL DRAWINGS.
3. PROVIDE FLASHING AT ALL PENETRATION WALLS ADJACENT TO UNFINISHED PERIMETER AREAS.
4. EXTERIOR CONCRETE WALL AT FIRST FLOOR ENTRY DOOR TO BE FLASH WITH BURNING WOOD. GRIND TO SLOPE AWAY FROM ENTRY DOOR AND SLOPE AWAY FROM THE BUILDING 2 IN. SLOPE. AT ALL OTHER FIRST FLOOR WALLS THE SLOPE CHANGE BETWEEN THE WINDOW SPACE AND THE EXTERIOR PERIMETER IS 4" MAX. (EXCLUDING THRESHOLDS). IF IS RECOMMENDED THAT THE PERIMETER IS 2"-4" BELOW THE UNIT FINISH FLOOR AND SLOPE AWAY FROM THE BUILDING 2 IN. SLOPE.
5. DOOR WITH CONCRETE THRESHOLD SHALL: THE SLOPE CHANGE BETWEEN THE WINDOW SPACE AND THE EXTERIOR PERIMETER IS 4" MAX. (EXCLUDING THRESHOLDS). IF IS RECOMMENDED THAT THE PERIMETER IS 2"-4" BELOW THE UNIT FINISH FLOOR AND SLOPE AWAY FROM THE BUILDING 2 IN. SLOPE. SEE DETAILS 3-1/4-1/4 FOR DOOR AND WALL FLASHING REQUIREMENTS.
6. STAIR LANDING TO BE LEVEL WITH UNIT FINISH FLOOR AND SLOPE AWAY FROM THE BUILDING 2 IN. SEE DETAIL 3-1/4-1/4 FOR LANDING AND WALL FLASHING REQUIREMENTS.

GENERAL NOTES

- A. DOOR SUB-CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES WITH THE DRAWINGS TO THE ARCHITECT PRIOR TO THE BEGINNING OF CONSTRUCTION.
- B. ALL EXTERIOR FINISHING ARE TO THE FACE OF FOUNDATION STEEL WALL. SEE DETAIL 1-1/4-1/4 FOR TYPICAL EXTERIOR WALL CONSTRUCTION AT FOUNDATION. EXTERIOR WALL FINISHING TO BE ADJUSTED VERTICALLY FROM FLOOR TO FLOOR UNLESS OTHERWISE NOTED.
- C. VERIFY ALL EXTERIOR FINISH ARE FINISHED WITH FOUNDATION FINISH.
- D. ALL EXTERIOR WALL FINISHING ARE TO FACE OF STEEL UNLESS OTHERWISE NOTED.
- E. USE UNGRADED STAIRWAY PLANS AND STAIRWAY SECTION SHEETS ALIAS FOR ALL STAIRWAY NOTES AND FINISHING.
- F. USE UNIT TYPE UNGRADED FLOOR PLANS (SHEETS 42.0-42.2) FOR ALL UNIT FINISHING, FINISHES AND FOR DOOR AND WINDOW CALLOUTS.
- G. ANY THROUGH OR THROUGH PENETRATION OF FIRE-RATED CONSTRUCTION TO COMPARE WITH THIS SECTION SHALL SEE SHEETS 411.0-411.2. TESTED AND LISTED ACCESSIBLE TO BE PROVIDED TO TEST NOTIFICATIONS.
- H. ALL FINISHING, MATERIALS AND EQUIPMENT TO BE INSTALLED TO BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, ACCEPTED BUILDING STANDARDS AND CONFORM TO ALL BUILDING CODES.
- I. FOR DETAILS OF THE FINISH CONSTRUCTION SEE THE FINISH CONSTRUCTION PLANS AND BUILDING CODE SUMMARY SHEET 40.1.
- J. ALL FINISHING, FINISHING AND NOTES TYPICAL SHALL.
- K. SEE SITE PLANS FOR DETERMINATION OF SEWERAGE AT BUILDING.
- L. AT ALL FIRST FLOOR ENTRY LOCATIONS PROVIDE OPERABLE TRAIT FLAME FOR RETAIL CLIENTS.

APARTMENT BUILDING AREAS

BUILDING TYPE 2-1	GROSS FLOOR AREA		NET AREA	
	FLOOR	UNIT AREA (S.F.)	FLOOR AREA (S.F.)	UNIT AREA (S.F.)
FIRST FLOOR	2,206 S.F.	2,206 S.F.	2,077 S.F.	2,076 S.F.
SECOND FLOOR	2,206 S.F.	2,206 S.F.	2,077 S.F.	2,076 S.F.
TOTAL	4,412 S.F.	4,412 S.F.	4,154 S.F.	4,152 S.F.
TOTAL x2	8,824 S.F.	8,824 S.F.	8,308 S.F.	8,304 S.F.

BUILDING TYPE 2-2	GROSS FLOOR AREA		NET AREA	
	FLOOR	UNIT AREA (S.F.)	FLOOR AREA (S.F.)	UNIT AREA (S.F.)
FIRST FLOOR	2,206 S.F.	2,206 S.F.	2,077 S.F.	2,076 S.F.
SECOND FLOOR	2,206 S.F.	2,206 S.F.	2,077 S.F.	2,076 S.F.
TOTAL	4,412 S.F.	4,412 S.F.	4,154 S.F.	4,152 S.F.
TOTAL x2	8,824 S.F.	8,824 S.F.	8,308 S.F.	8,304 S.F.

BUILDING TYPE 3-1	GROSS FLOOR AREA		NET AREA	
	FLOOR	UNIT AREA (S.F.)	FLOOR AREA (S.F.)	UNIT AREA (S.F.)
FIRST FLOOR	2,836 S.F.	2,836 S.F.	2,618 S.F.	2,617 S.F.
SECOND FLOOR	2,836 S.F.	2,836 S.F.	2,618 S.F.	2,617 S.F.
TOTAL	5,672 S.F.	5,672 S.F.	5,236 S.F.	5,234 S.F.
TOTAL x2	11,344 S.F.	11,344 S.F.	10,472 S.F.	10,468 S.F.

- PROJECT TOTALS: 28,532 S.F. 28,536 S.F. 27,200 S.F. 27,194 S.F.
- AS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS NOT INCLUDING STAIRWAYS, STORAGE AND AREAS UNDER CHOPICES, BEAMS AND PATIOS.
 - AS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS INCLUDING STAIRWAYS, STORAGE AND AREAS UNDER CHOPICES, BEAMS AND PATIOS. (PER 2009 IBC CHAPTER 5 AND CHAPTER 10)
 - AS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS NOT INCLUDING STAIRWAYS, STORAGE AND AREAS UNDER CHOPICES, BEAMS AND PATIOS.
 - AS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS INCLUDING STAIRWAYS, STORAGE AND AREAS UNDER CHOPICES, BEAMS AND PATIOS.

LEGEND

ALL CONSTRUCTION NOT SHOWN SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE AND WITH THE APPROVAL OF THE FIRE AGENCIES.	DOOR CALLOUT PER DOOR SCHEDULE SHEET 40.1
SEE UNGRADED FLOOR PLANS AND STAIRWAY SECTION SHEETS ALIAS FOR ALL STAIRWAY NOTES AND FINISHING.	CONSTRUCTION WALL TYPE CALLOUT PER SHEET 40.1



JENSEN BELTS ASSOCIATES
Site Planning
Landscape Architecture
1008 E. Tyler Ln. Ste. 100
Boise, Idaho 83706
Ph: (208) 343-7175
Fax: (208) 343-7170
e-mail: jba@jensenbelts.com

PROJECT
KELLEHER SUBDIVISION NO. 2
N. LINDER RD. & W. HUBBARD RD.
KUNA, IDAHO 83634



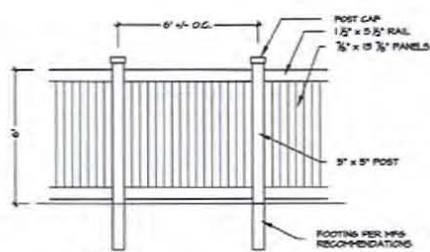
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FILE
DATE: MARCH 16, 2018
BY: JBA 1806
SCALE: KCS

REVISIONS

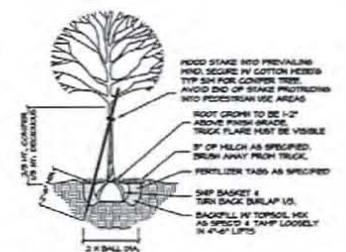
SHEET

L1.0
LANDSCAPE PLAN

Exhibit
B9



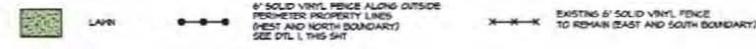
1 VINYL PRIVACY FENCE
NOT TO SCALE



2 TREE PLANTING/STAKING
NOT TO SCALE

PLANT PALETTE

SYTH	COMMON NAME	BOTANICAL NAME	INSTALLATION SIZE
EVERGREEN TREES			
	BOSNIAN PINE	PIÑA LEUCODERMIS	6'-8" HT B&B
	KARL PUCHS CEDAR	CEDRUS DEODARA 'KARL PUCHS'	6'-8" HT B&B
	DRYSPICE CEDAR SPRUCE	PICEA OBCOOKA 'DRYSPICE'	6'-8" HT B&B
	SILVER PINE	PICEA PARVIFLORA 'SILVER PINE'	6'-8" HT B&B
	VANDERHOLTS PINE	PICEA PARVIFLORA 'VANDERHOLTS'	6'-8" HT B&B
	WESSING WHITE SPRUCE	PICEA ALBA 'WESSING'	6'-8" HT B&B
SHADE-TOLERANT TREES (CLASS II)			
	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	25" CAL B&B
	LITTLELEAF LINDEN	GLIETSTRIA TRICANTINOS 'LINDEN'	25" CAL B&B
	TULIP TREE	LIRIODENDRON TULIPIFERA	25" CAL B&B
ORNAMENTAL TREES (CLASS II)			
	AMAR MAPLE	ACER GINNALA 'PLUM'	8'-10" HT B&B CLUMP
	CHANTICLEER PEAR	PYRUS GALLERYANA 'OLEN'S FORM'	25" CAL B&B
	ROYAL RAINBOWS CRABAPPLE	MALUS 'LIPS-KOFT'	25" CAL B&B
	WINDSOR WHITE SPRUCE	MALUS 'WINDSOR'	25" CAL B&B
SHRUB/ORNAMENTAL GRASSES/PERENNIALS			
	BLACK BEGGONIA	RUDEBECKIA FLUIDA 'GOLDSTROM'	1 GAL
	BLUE RUG JUNPER	JUNIPERUS HORIZONTALIS 'YEL'ON'	2 GAL
	CREeping MANNA	MANNA REPENS	3 GAL
	RED FLOWERS CARPET ROSE	ROSA 'FLOWERS CARPET-NOISE'	3 GAL
	DWARF FOUNTAIN GRASS	PENNISETUM ALPICOLOIDES 'MABEL'	1 GAL
	CHARIS GOLD WHEATGRASS	PHYSOCARPUS OBLIQUOLIS 'CHARIS GOLD'	3 GAL
	STELLA D'ORO DAYLILY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL
	EMERALD 'N' GOLD BIGNONIA	BIGNONIAS FORTUNEI 'EMERALD 'N' GOLD'	3 GAL
	ENDLESS SUMMER HYDRANGEA	HYDRANGEA 'ENDLESS SUMMER'	3 GAL
	PINE LIME BUCHS'DORN	RYNANUS FRAXINOLA 'ROSE WILLIAMS'	3 GAL
	SHRUB LINDEN	RYNANUS FRAXINOLA 'SHRUB-LINDEN'	3 GAL
	IVORY WALK DOGWOOD	CORNUS ALBA 'IVORY WALK'	2 GAL
	KARL FORSTER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'KARL FORSTER'	1 GAL
	LITTLE DREW HIBISCUS	PHYSCALINUS OBLIQUOLIS 'LITTLE DREW'	3 GAL
	HISOPETE BLUE ENGLISH LAVENDER	LAVANDULA ANGISTIFOLIA 'HISOPETE BLUE'	1 GAL
	OTTO LINKER	RYNANUS FRAXINOLA 'OTTO LINKER'	3 GAL
	P.M. RHODODENDRON	RHODODENDRON 'P.M.'	3 GAL
	MAIDEN GRASS	PHYSOCARPUS OBLIQUOLIS 'SEWARD'	1 GAL
	SANDWICHHE NEEDLEGRASS	PHYSOCARPUS OBLIQUOLIS 'SEWARD'	3 GAL



NOTES

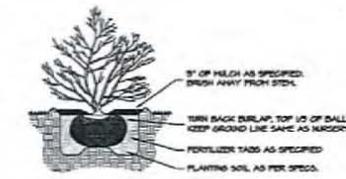
- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH KUNA CITY ORDINANCE REQUIREMENTS. ALL LOTS WILL COMPLY WITH KUNA CITY ORDINANCE REGARDING ONE (1) TREE PER LOT PROVIDED BY BUILDER AND/OR DEVELOPER.
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- TREES SHALL 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 SYSTEMS.
- NO TREES SHALL INFRINGE 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 ZONE. 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 STOP SIGNS.
- 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 FORESTERS PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLANT LANDSCAPE PLAN DESIGN. 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.

LANDSCAPE CALCULATIONS

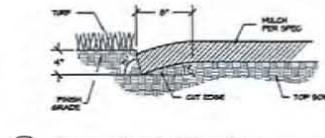
EXISTING LANDSCAPE BUFFER ALONG LINDER ROAD AND HUBBARD ROAD TO BE RETAINED AND PROTECTED.
NUMBER OF TREES PROVIDED IN APARTMENT COMPLEX AREA: 60 TREES
THERE ARE NO EXISTING TREES ON SITE.

DEVELOPMENT DATA

TOTAL AREA	1.96 AC (85,413 S.F.)
PROPOSED BUILDINGS	0
4-UNIT TWO-STORY BUILDINGS	0
PROPOSED UNITS	32
PROPOSED PARKING	66 (60 STANDARD + 4 ACCESSIBLE)
LAND DEVELOPMENT	
BUILDING FOOTPRINTS	87,284 S.F. (43%)
SITE PAVING	38,706 S.F. (43%)
LANDSCAPING	13,000 S.F. (4%)
ZONING	C-1



3 SHRUB PLANTING
NOT TO SCALE



4 PLANTER CUT BED EDGE
NOT TO SCALE





400 W. 2ND ST. SUITE 200
BOISE, IDAHO 83725
PHONE: (208) 342-7173
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Site Planning
Landscape Architecture
1500 S. TYPAL LN. SUITE 130
BOISE, IDAHO 83725
PH: (208) 342-7173
FAX: (208) 342-7178
E-MAIL: jba@jensensbelts.com

**KELLEHER
SUBDIVISION NO. 2**

N. LINDER RD. &
W. HUBBARD RD.
KUNA, IDAHO 83634



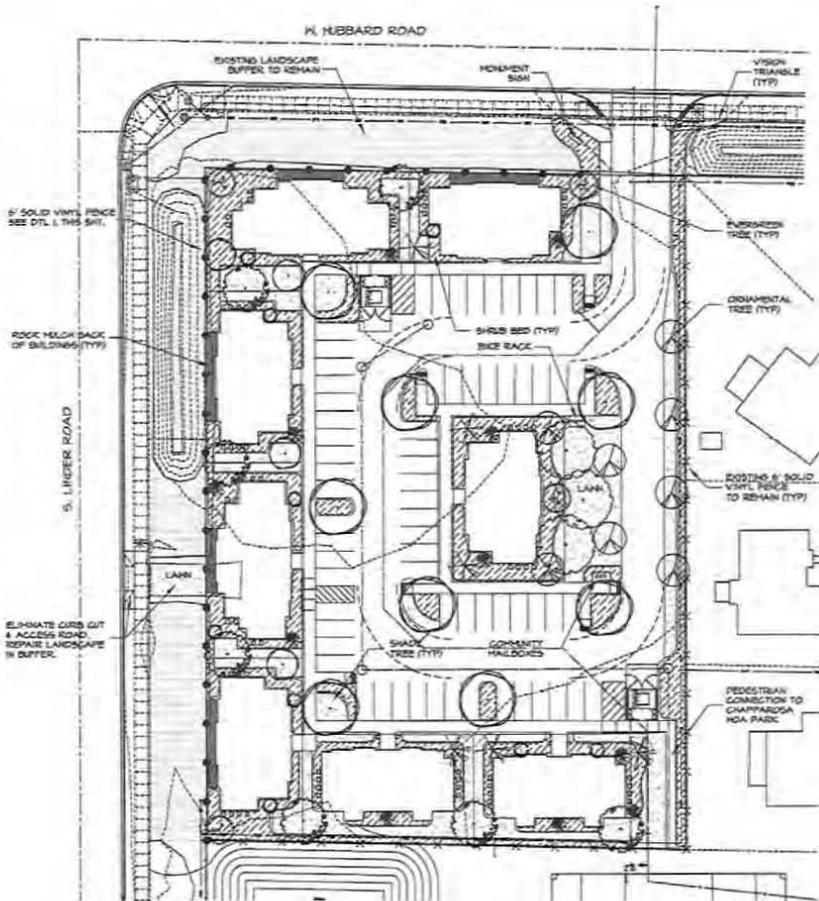
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FILE
DATE: MARCH 18, 2018
JOB NO: 1803
DESIGNER: KES

REVISIONS

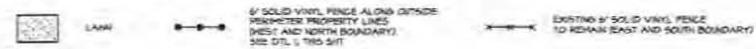
SHEET

L1.0
LANDSCAPE PLAN



PLANT PALETTE

SYM	COMMON NAME	BOTANICAL NAME	INSTALLATION SIZE
EVERGREEN TREES			
☉	BOSNIAN PINE	PINUS LEUCODERMIS	6-8' HT B&B
☉	KARL FUCHS CEDAR	CEDRUS DECCADARA 'KARL FUCHS'	6-8' HT B&B
☉	ROMAN GERANIUM SPURGE	PIGEA OVIDICA 'ROMAN'	6-8' HT B&B
☉	SKY HIGH JASPER	AMPELOPS SCORLODRUM 'SKYHIGH'	6-8' HT B&B
☉	VANDERKULF'S PINE	PING PULCHRA 'VANDERKULF'	6-8' HT B&B
☉	KEEPING WHITE SPURGE	PIGEA ALBA 'PINKOLA'	6-8' HT B&B
SHADY/TREE TRIANGLE (CLASS III)			
☉	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMNPURPLE'	2.5' CAL. B&B
☉	SKYLINE HONEYLOCUST	GLICHTIA TRIANGULARIS 'SKYLINE'	2.5' CAL. B&B
☉	LITTLE LEAF LARCH	TELA LACINATA	2.5' CAL. B&B
☉	TULIP TREE	LIRIODENDRON TULIPIFERA	2.5' CAL. B&B
ORNAMENTAL TREES (CLASS II)			
☉	AMER. HAWK	ACER BIANNA 'PLANE'	8-10' HT B&B G&P*
☉	CHANTICLEER PEAR	PYRUS GALLERYANA 'SCENIC ROCK'	2.5' CAL. B&B
☉	ROYAL SANDROUS GRABAPPLE	MAHUA 'JEN-CHU'	2.5' CAL. B&B
☉	SHADY/TREE GRABAPPLE	MAHUA 'SHADY/TREE'	2.5' CAL. B&B
SEMI-ORNAMENTAL SEMI-PERENNIALS			
☉	BLACK EYED SUSAN	XIPHOPIA PLOIDIA 'GOLDSTROM'	1 GAL
☉	BLEU RIG JASMINE	JASPERIS HORIZONTALIS 'YELLOW'	2 GAL
☉	COUSIN RUTH	MAHUA 'RUTH'	3 GAL
☉	RED FLOWER GASRET ROSE	ROSA 'FLOWER GASRET-NOAR'	3 GAL
☉	DWARF FOUNTAIN GRASS	PENISTICH ALBOVIRGIDUS 'NAMES'	3 GAL
☉	DART'S GOLD WINEBARK	PHYSCALOPUS GYLLFELDUS 'DART'S GOLD'	3 GAL
☉	STELLA D'ORO DAYLILY	HEMEROCALLIS 'STELLA D'ORO'	3 GAL
☉	SHERALD W. GOLD BURNING	ECHEVERIA 'SHERALD W. GOLD'	3 GAL
☉	ENDLESS SUMMER HYDRANGEA	HYDRANGEA ARBORESCENS 'PINK'	3 GAL
☉	FINE LINE SACTOCHRY	RHYNCHOSPORA 'FINE LINE'	3 GAL
☉	ROSA DAVY	ROSA 'DAVY'	3 GAL
☉	IVORY PALM DOGWOOD	CORNUS ALBA 'BAILLIARD'	3 GAL
☉	DAVE FORESTER REED GRASS	CALAMAGROSTIS ARADONACEA 'K.F.'	3 GAL
☉	LITTLE DEVIL WINEBARK	PHYSCALOPUS GYLLFELDUS 'TONIA MAY'	3 GAL
☉	HICOTE BLUE ENGLISH LAVENDER	LAVANDELA ANGIUSTIPULA 'HICOTE BLUE'	3 GAL
☉	STYLLA LYONIA LAUREL	PRUNUS LAUROCECROUS 'STYLLA LYONIA'	3 GAL
☉	P.L.M. RHODODENDRON	RHOODODENDRON 'P.L.M.'	3 GAL
☉	HARDEN GRASS	HISCANTHUS SINENSIS 'HARDEN'	3 GAL
☉	SUPERBERRY WINEBARK	PHYSCALOPUS GYLLFELDUS 'SQUAW'	3 GAL



NOTES

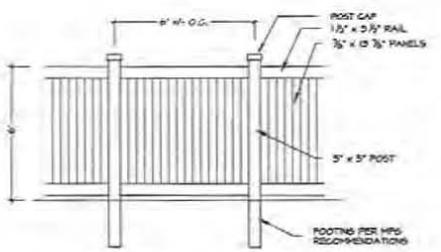
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- NO TREES SHALL INTERFERE WITH THE 40' STREET AND DEPARTURE VISION TRIANGLES AT ALL INTERSECTIONS. NO CONSPICUOUS TREES OR SHRUBS OVER 2' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ACID ZONE. AS TREES MATURE THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREES CANOPES TO MEET ACID REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM STREET CORNERS.
- TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 3' OF WATER METERS OR UTILITY LINES.
- PLANT LIST IS REPRESENTATIVE AND SUBJECT TO SUBSTITUTION OF SIMILAR SPECIES BY OWNER, SUBJECT TO CITY PERMITTER'S PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLANT LANDSCAPE PLAN DESIGN. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS HIGH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.

LANDSCAPE CALCULATIONS

EXISTING LANDSCAPE BUFFER ALONG LINDER ROAD AND HUBBARD ROAD TO BE RETAINED AND PROTECTED.
NUMBER OF TREES PROVIDED IN APARTMENT COMPLEX AREA: NO TREES
THERE ARE NO EXISTING TREES ON SITE.

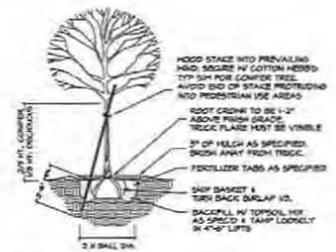
DEVELOPMENT DATA

TOTAL AREA	1.80 AC (55,415 S.F.)
PROPOSED BUILDINGS	0
PROPOSED 4-UNIT TWO-STORY BUILDINGS	0
PROPOSED UNITS	0
PROPOSED PARKING	66
LAND DEVELOPMENT	66 (2 STANDARD / 4 ACCESSIBLE)
BUILDING FOOTPRINTS	31,204 S.F. (43%)
SITE PAVING	36,106 S.F. (49%)
LANDSCAPING	1,509 S.F. (2%)
ZONING	C-1



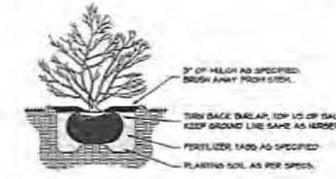
- FENCE TO STEP DOWN TO 3" HEIGHT 20' FROM ROAD.
- FENCE STYLE AND COLOR (CREAM) TO MATCH EXISTING ADJACENT SUBDIVISION FENCING.

① VINYL PRIVACY FENCE



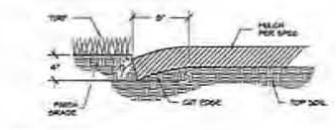
- REMOVE ALL TRUNK EDGES OR SHROUS FROM ALL TREES.
- REMOVE BURLAP AND WIRE BASKETS FROM THE TOP 10% OF ALL ROOT BALLS AFTER PLANTING.
- IF SYNTHETIC HEMP/BIOPERLITE IS USED, IT MUST BE COMPLETELY REMOVED.

② TREE PLANTING/STAKING



- NOTE: DRAIN HOLE THICE THE SIZE OF ROOTBALL.

③ SHRUB PLANTING



④ PLANTER CUT BED EDGE

DEVELOPER
TRILOGY DEVELOPMENT, INC.
1830 N. GABLE CAY ST
BOISE, IDAHO 83725





1 BUILDING TYPE 2-1A FRONT ELEVATION
SCALE 1/8" = 1'-0" COLOR PATTERN "V"



2 BUILDING TYPE 2-1A RIGHT SIDE ELEVATION
SCALE 1/8" = 1'-0" COLOR PATTERN "V"



3 BUILDING TYPE 2-1A REAR ELEVATION
SCALE 1/8" = 1'-0" COLOR PATTERN "V"



4 BUILDING TYPE 2-1A LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0" COLOR PATTERN "V"



5 BUILDING TYPE 2-1B FRONT ELEVATION
SCALE 1/8" = 1'-0" COLOR PATTERN "V"



6 BUILDING TYPE 2-1B RIGHT SIDE ELEVATION
SCALE 1/8" = 1'-0" COLOR PATTERN "V"



7 BUILDING TYPE 2-1B REAR ELEVATION
SCALE 1/8" = 1'-0" COLOR PATTERN "V"



8 BUILDING TYPE 2-1B LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0" COLOR PATTERN "V"

KEYNOTES

1. ASPHALT SHINGLE ROOF / RVP CAP. SEE ROOF PLAN FOR LOCATION AND TYPES OF ROOF VENTS.
2. ARCHITECTURAL LAMINATED FIBREGLAS ROOF SHINGLES.
3. 8" x 12" PLYWOOD BRUSH COATED.
4. TYPICAL 1/4" x 8" PAINTED HORIZONTALS. AT GABLE ENDS AND DAKES WITHOUT CUTTERS PROVIDE ADDITIONAL 1" x 4" PAINTED HORIZONTALS AT TOP. PROVIDE PAINTED 5/16" HORIZONTALS SOFFIT. PROVIDE PAINTED 5/16" HORIZONTALS VENTS SOFFIT AT DAKES.
5. PRE-FINISHED METAL GUTTER AND DOWNSPOUT FOR ROOF PLAN. FINAL LOCATION AND NUMBER OF DOWNPOUTS DROWN DOWNES TO BE DECIDED-BUILD BY THE OWNER. CONSIDER PROVIDE CONCRETE SPLASH BLOCK AT BASE.
6. 1/4" x 12" PAINTED HORIZONTAL SOING TRIM. PROVIDE PRE-FINISHED 2" FLASHING AT TOP.
7. 1/4" x 8" PAINTED HORIZONTAL SOING TRIM. PROVIDE PRE-FINISHED 2" FLASHING AT TOP.
8. 1" x 4" PAINTED HORIZONTAL SOING TRIM.
9. HORIZONTAL BOARD & BATTEN STYLE SIDING PAINTED 4" x 12" x 5/16" HORIZONTALS MATCHES WITH PAINTED 1" x 4" HORIZONTAL SIDING AT 12" O.C. OR FINISHES 1" x 4" HORIZONTALS FINISHES AT 1'-0" O.C.
10. HORIZONTAL LAP SIDING PAINTED HORIZONTALS LAPPED SIDING.
11. PROVIDE HORIZONTAL LAP SIDING AT STAIRWAYS (NOT SHOWN). PAINTED HORIZONTAL LAP SIDING.
12. PAINTED HORIZONTAL COLUMNS.
13. DECORATIVE EXTERIOR LIGHT FEATURE.
14. STONE VENEER CAP.
15. STONE VENEER SIDING.
16. DOUBLE GLAZED WARE FINISHED WINDOW FOR WINDOW SCHEDULE WITH 1" x 4" PAINTED HORIZONTALS TRIM. SEE WINDOW SCHEDULE DETAILS FOR FINISHING REQUIREMENTS.
17. EXTERIOR DOOR FOR DOOR SCHEDULE WITH 1" x 4" PAINTED HORIZONTALS TRIM. SEE DOOR SCHEDULE DETAILS FOR FINISHING REQUIREMENTS.
18. PAINTED STEEL SIGN STRUCTURE WITH PRE-CAST CONCRETE TIEBARS AND PAINTED STEEL CORNERS AND BRACKETS.
19. DECK STRUCTURE FOR DECK WITH CONCRETE TOP, PAINTED HORIZONTAL CEILING, PAINTED HORIZONTALS TRIM AND PAINTED STEEL GUARDRAIL.
20. ONE SPANNER BEAM LOCATED WITH GROUND SHINGLE ROOF WITH PRE-FINISHED METAL FLASHINGS, 1/4" PAINTED HORIZONTALS TYPICAL, SIDING AND TRIM AND PAINTED INSULATED METAL SOAK. VERIFY WITH SPT PLAN FOR LOCATION OF CLOSET. SOME BUILDINGS HAVE THE WIDER CLOSET IN THE OPPOSITE SIDE.
21. WALL MOUNT ELECTRICAL PANEL. VERIFY WITH SITE PLAN FOR LOCATION OF ELECTRICAL PANELS. SOME BUILDINGS HAVE THE ELECTRICAL PANELS ON THE OPPOSITE SIDE.
22. EXPOSED CONCRETE FOUNDATION WALL. FILL ALL HOLES. SACK & PATCH PATCH.
23. FINISH GRADE, SLOPE AWAY FROM BUILDING AT 2% MIN. SEE GRADING PLAN.

GENERAL NOTES

- A. ALL NOTES ON ELEVATIONS ARE TYPICAL AND APPLY TO ALL ELEVATIONS.
- B. REFER TO CONSTRUCTION TYPE DETAILS (SHEETS A100 AND A101) AND SPECIFICATIONS FOR ADDITIONAL EXTERIOR FINISH MATERIAL NOTES.
- C. ALL VISIBLE EXTERIOR FLASHINGS TO BE PRE-FINISHED METAL (DARK BRUSH OIL) AND ALL CONCEALED METAL FLASHING TO BE GALVANIZED METAL. ALL EXPOSED GALVANIZED METAL TO BE PAINTED TO MATCH EXTERIOR FINISHING COLOR.
- D. SUB-CONTRACTORS TO PROVIDE 12" x 12" MIN. SAMPLE OF ALL FINISH MATERIALS FOR OWNER'S REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
- E. VERIFY ALL FINISH MATERIAL SELECTION AND COLORS WITH OWNER PRIOR TO ORDERING AND INSTALLATION.
- F. OWNER OFFER HORIZONTAL SIDING AND TRIM TO BE CHARCOAL HORIZONTALS OR FIBER CEMENT SIDING AND TRIM. ALL SIDING AND TRIM TO BE CHARCOAL FINISH (OR PRE-FINISHED) AND PAINTED.
- G. ALL UNDES TO BE SCHEDULED UP BELOW GRADE. COORDINATE WITH MECHANICAL DRAWINGS AS REQUIRED.
- H. ALL FINISH MATERIALS TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS, 2015 IRC REQUIREMENTS AND PER GENERALLY ACCEPTED CONSTRUCTION PRACTICES.

EXTERIOR FINISH SCHEDULE

MATERIAL	MPN / COLOR	MATERIAL	FINISH COLOR
ASPHALT SHINGLE	MANUFACTURER: OPI COLOR: TYPICAL METAL SHINGLES, BRUSHWOOD	WIND WINDOW FRAME	MANUFACTURER COLOR: ALUMINUM
PAINTED HORIZONTAL BOARD & BATTEN	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD	WINDOW GLAZING	COLOR: CLEAR INSULATED
PRE-FINISHED METAL GUTTER & DOWNSPOUT	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD	METAL TRAILING	POWDER COAT COLOR: BLACK
STONE VENEER	MFC BEAR BRAND STONE - CHARCOAL LEONARDIA ASPEN	METAL STAIRS STRUTTERS & RAILING	POWDER COAT COLOR: BLACK
COLOR PALLET A	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD	EXPOSED METAL FLASHING	FACTORY PRE-FINISHED COLOR: DARK BROWN
COLOR PALLET B	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD	PAINTED HORIZONTAL LAP SIDING	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD
COLOR PALLET C	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD	PAINTED HORIZONTAL LAP SIDING	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD
COLOR PALLET D	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD	PAINTED HORIZONTAL LAP SIDING	MFC SHERWIN WILLIAMS PAINT NUMBER: SW6148 COLOR NAME: BRUSHWOOD

PROJECT
KELLEHER SUBDIVISION NO. 2
N. LINDER RD. & W. HUBBARD RD.
KUNA, IDAHO 83634



FILE
DATE: MARCH 15, 2018
REV: 18-002.A-0.0
DRAWN BY: ROB THRELL, AIA

REVISIONS
SHEET

DR3.0
APARTMENT BUILDING TYPE 2-1
EXTERIOR ELEVATIONS

Exhibit
B10



1 BUILDING TYPE 2-2A
FRONT ELEVATION

SCALE 1/8" = 1'-0" COLOR PATTERN "C"



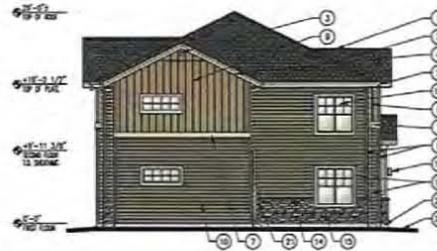
2 BUILDING TYPE 2-2A
RIGHT SIDE ELEVATION

SCALE 1/8" = 1'-0" COLOR PATTERN "C"



3 BUILDING TYPE 2-2A
REAR ELEVATION

SCALE 1/8" = 1'-0" COLOR PATTERN "C"



4 BUILDING TYPE 2-2A
LEFT SIDE ELEVATION

SCALE 1/8" = 1'-0" COLOR PATTERN "C"



5 BUILDING TYPE 2-2B
FRONT ELEVATION

SCALE 1/8" = 1'-0" COLOR PATTERN "C"



6 BUILDING TYPE 2-2B
RIGHT SIDE ELEVATION

SCALE 1/8" = 1'-0" COLOR PATTERN "C"



7 BUILDING TYPE 2-2B
REAR ELEVATION

SCALE 1/8" = 1'-0" COLOR PATTERN "C"



8 BUILDING TYPE 2-2B
LEFT SIDE ELEVATION

SCALE 1/8" = 1'-0" COLOR PATTERN "C"

KEYNOTES

1. ASPHALT SHINGLE ROOF / W/P CAP. SEE ROOF PLAN FOR LOCATION AND TYPES OF ROOF VENTS, KICKS.
2. ARCHITECTURAL UNPAINTED FINERIGGING ROOF SHINGLES.
3. 6 X 12 PAINTED WOOD CORBEL.
4. FASCIA 1/2" X 8" PAINTED HARBORBOARD. AT GABLE ENDS AND GABLE WHOLEL CUTTERS PROVIDE ADDITIONAL 1 X 4 PAINTED HARBORBOARD AT TOP. PROVIDE PAINTED 1/2" X 1/2" HARBORBOARD GUTTER. PROVIDE PAINTED 3/4" X 1/2" HARBORBOARD VOILER SLOPE AT GABLES.
5. PRE-FINISHED METAL GUTTER AND DOWNSPOUT FOR ROOF PLAN. FINAL LOCATION AND NUMBER OF DOWNSPOUTS (SHOW SIZES) TO BE DECIDED-BUILD BY THE GENERAL CONTRACTOR. PROVIDE CONCRETE SPURTS BELOW AT GUT.
6. 1/2" X 12" PAINTED HARBORBOARD SIDING TRIM. PROVIDE PRE-FINISHED 1/2" FLUSHING AT TOP.
7. 1/2" X 8" PAINTED HARBORBOARD SIDING TRIM. PROVIDE PRE-FINISHED 1/2" FLUSHING AT TOP.
8. 1 X 4 PAINTED HARBORBOARD SIDING TRIM TOP.
9. VERTICAL BOARD & BATTEN (P/NL SIDING) PAINTED 4" X 8" 1/2" X 5/16" HARBORBOARD PANELS WITH PAINTED 1 X 2 HARBORBOARD BATTENS AT 12" O.C. OR PAINTED 1 X 2 HARBORBOARD BATTENS AT 1'-4" O.C.
10. HORIZONTAL LAP SIDING PAINTED HARBORBOARD LAPPED SIDING.
11. PROVIDE HORIZONTAL LAP SIDING AT DOWNSPUTS (NOT SHOWING) PAINTED HARBORBOARD LAP SIDING.
12. PAINTED HARBORBOARD CORNER.
13. SECONDARY EXTERIOR LIGHT FIXTURES.
14. STONE VENEER CAP.
15. STONE VENEER SIDING.
16. DOUBLE GLAZED VINYL FRAMES WINDOW PER WINDOW SCHEDULE WITH 1" X 4" PAINTED HARBORBOARD TRIM. SEE WINDOW SCHEDULE DETAILS FOR FLASHING REQUIREMENTS.
17. EXTERIOR DOOR PER DOOR SCHEDULE WITH 1 X 4 PAINTED HARBORBOARD TRIM. SEE DOOR SCHEDULE DETAILS FOR FLASHING REQUIREMENTS.
18. PAINTED STEEL STAIR STRUCTURE WITH PRE-CAST CONCRETE TREADS AND PAINTED STEEL CORNERS AND HANDRAIL.
19. DECK STRUCTURE FOR DECK WITH CONCRETE TOP, PAINTED HARBORBOARD CEILING, PAINTED HARBORBOARD TRIM AND PAINTED STEEL CHAIRS.
20. FIRE SPRINKLER RISER CLOSET WITH ASPHALT SHINGLE ROOF WITH PRE-FINISHED METAL FLASHING. 1/4" PAINTED HARBORBOARD FASCIA, SIDING AND TRIM AND PAINTED INSULATED METAL DOOR. VERIFY WITH SITE PLAN FOR LOCATION OF CLOSET. SIDE REARWARDS HAVE THE RISER CLOSET ON THE OPPOSITE SIDE.
21. WALL MOUNT ELECTRICAL PANEL LOCATION. VERIFY WITH SITE PLAN FOR LOCATION OF ELECTRICAL PANELS. STONE VENEER MUST BE COORDINATED WITH THE ELECTRICAL PANELS ON THE OPPOSITE SIDE.
22. EXPOSED CONCRETE FOUNDATION WALL. FILL ALL HOLES. JACK & PATCH FINISH.
23. FINISH DRIVE, SLOPE AWAY FROM BUILDING AT 2% MIN. SEE GRADING PLAN.

GENERAL NOTES

1. ALL NOTES ON ELEVATIONS ARE TYPICAL AND APPLY TO ALL ELEVATIONS.
2. REFER TO CONSTRUCTION TYPE DETAILS (SHEETS 4100 AND 4110) AND SPECIFICATIONS FOR ADDITIONAL EXTERIOR FINISH MATERIAL NOTES.
3. ALL VISIBLE EXTERIOR FINISHES TO BE PRE-FINISHED METAL, STONE VENEER, ETC. ALL CONCEALED METAL FLASHING TO BE GALVANNEED METAL. ALL EXPOSED CEILING MET PAINTED TO MATCH ADJACENT MATERIAL FINISH COLOR.
4. SUB-CONTRACTORS TO PROVIDE 12" X 12" MIN. SAMPLES OF ALL FINISH MATERIALS FOR OWNER'S REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
5. VERIFY ALL FINISH MATERIAL SELECTION AND COLORS WITH OWNER PRIOR TO ORDERING AND INSTALLATION.
6. OWNER OPTION HARBORBOARD SIDING AND TRIM TO BE CONCEALED HARBORBOARD OR FIBER CEMENT SIDING AND TRIM. ALL SIDING AND TRIM TO BE CALKED, PRIMED (ON PRE-FINISH) AND PAINTED.
7. ALL UTILITIES TO BE LOCATED OR BELOW GROUND. COORDINATE WITH MECHANICAL DRAWINGS AS REQUIRED.
8. ALL FINISH MATERIALS TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS, 2015 IRC REQUIREMENTS AND PER GENERALLY ACCEPTED CONSTRUCTION PRACTICES.

EXTERIOR FINISH SCHEDULE

ALL BUILDINGS			
MATERIAL	W/P / COLOR	MATERIAL	FINISH COLOR
ASPHALT SHINGLE	UNPAINTED / CAP COLOR: TYPICAL METAL (SEE SPECIFICATIONS)	VINYL WINDOW FRAME	MANUFACTURER COLOR: ALUMINUM
PAINTED HARBORBOARD FASCIA & SOFFIT	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN	WINDOW GLAZING	CLEAR / CLEAR / INSULATED
PAINTED HARBORBOARD BOARD & BATTEN (P/NL SIDING)	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN	METAL BALKING	POWDER COAT COLOR: BLACK
PRE-FINISHED METAL GUTTER & DOWNSPOUT	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN	METAL STAIRS STRUCKERS & RAILING	POWDER COAT COLOR: BLACK
STONE VENEER	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN	EXPOSED METAL FLASHING	FACTORY PRE-FINISHED COLOR: DARK BROWN
COLOR PALLET A			
MATERIAL	W/P / COLOR	MATERIAL	FINISH COLOR
PAINTED HARBORBOARD BOARD & BATTEN (P/NL SIDING)	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN	PAINTED HARBORBOARD LAP SIDING	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN
COLOR PALLET B			
MATERIAL	W/P / COLOR	MATERIAL	FINISH COLOR
PAINTED HARBORBOARD BOARD & BATTEN (P/NL SIDING)	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN	PAINTED HARBORBOARD LAP SIDING	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN
COLOR PALLET C			
MATERIAL	W/P / COLOR	MATERIAL	FINISH COLOR
PAINTED HARBORBOARD BOARD & BATTEN (P/NL SIDING)	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN	PAINTED HARBORBOARD LAP SIDING	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN
COLOR PALLET D			
MATERIAL	W/P / COLOR	MATERIAL	FINISH COLOR
PAINTED HARBORBOARD BOARD & BATTEN (P/NL SIDING)	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN	PAINTED HARBORBOARD LAP SIDING	W/P: SHERWIN WILLIAMS PAINT NUMBER: SW6145 COLOR NAME: BURNING BROWN

PROJECT
**KELLEHER
SUBDIVISION NO. 2**
N. LINDER RD. &
W. HUBBARD RD.
KUNA, IDAHO 83634



DATE: MARCH 15, 2018
SCALE: 1/8" = 1'-0"
DRAWN BY: ROB TUBEAU, AIA

REVISIONS:

DR3.1
APARTMENT BUILDING TYPE 2-2
EXTERIOR ELEVATIONS



400 WEST STREET (202) 242-2221
3002 GARDEN CITY TAYLORSDALE.COM

PROJECT

**KELLEHER
SUBDIVISION NO. 2**

N. LINDER RD. &
W. HUBBARD RD.
KUNA, IDAHO 83634

SEAL



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FILE

DATE: MARCH 15, 2018

NO: 18-022 AS-D

BY: ROB TABALA, AIA

REVISIONS

SHEET

DR3.2
APARTMENT BUILDING TYPE 3-1
EXTERIOR ELEVATIONS

KEYNOTES

1. ASPHALT SHINGLE ROOF / HP CAP. SEE ROOF PLAN FOR LOCATION AND TYPES OF ROOF ATTC. SIDING.
2. ARCHITECTURAL LAMINATED FINISHGRADE ROOF SHINGLES.
3. 8 X 12 PAINTED WOOD CORNICE.
4. TRIM: 3/4 X 8 PAINTED HORIZONTALS. AT GABLE ENDS AND EAVES WITHOUT CUTTERS PROVIDE ADDITIONAL 1 X 4 PAINTED HORIZONTALS AT TOP. PROVIDE PAINTED 3/4" HORIZONTAL SOFFIT. PROVIDE PAINTED 3/4" HORIZONTALS VENTED SUPPORT AT GABLE ENDS.
5. PRE-FINISHED METAL CUTTER AND TRIMMING PER ROOF PLAN. FINAL LOCATION AND HEIGHT OF DOWNPOUTS (DOWN SPOUTS) TO BE DESIGN-BUILD BY THE GENERAL CONTRACTOR. PROVIDE CONCRETE SPASH BLOCK AT BASE.
6. 3/4 X 12 PAINTED HORIZONTALS SIDING TRIM. PROVIDE PROTRUSING T FLASHING AT TOP.
7. 3/4 X 8 PAINTED HORIZONTALS SIDING TRIM. PROVIDE PROTRUSING T FLASHING AT TOP.
8. 1 X 4 PAINTED HORIZONTALS SIDING TRIM TRIM.
9. VERTICAL BOARD & BUTTER SIDING SIDING FINISHES 4 X 8 1/2 X 1/2" HORIZONTALS FINISHES WITH PAINTED 1 X 2 HORIZONTALS SIDING AT 12" O.C. OR PAINTED 1 X 2 HORIZONTALS SIDING AT 1" X 4" O.C.
10. HORIZONTAL LAP SIDING PAINTED HORIZONTALS LAPPED SIDING.
11. PROVIDE HORIZONTAL LAP SIDING AT STAIRWAYS (NOT SHOWN) PAINTED HORIZONTALS LAP SIDING.
12. PAINTED HORIZONTALS CORNICE.
13. ECONOMY EXTERIOR LIGHT FIXTURE.
14. STONE VENEER CAP.
15. STONE VENEER SIDING.
16. DOUBLE GLAZED VINYL FRAMED WINDOW PER WINDOW SCHEDULE WITH 1" X 4" PAINTED HORIZONTALS TRIM. SEE WINDOW SCHEDULE SCHEDULES FOR FINISHING REQUIREMENTS.
17. EXTERIOR DOOR PER DOOR SCHEDULE WITH 1 X 4 PAINTED HORIZONTALS TRIM. SEE DOOR SCHEDULE SCHEDULES FOR FINISHING REQUIREMENTS.
18. PAINTED STEEL DOOR STRUCTURE WITH PRE-CAST CONCRETE THRESHOLD AND PAINTED STEEL GUARDRAIL AND HANDRAIL.
19. DECK STRUCTURE PER DETAIL WITH CONCRETE TOP, PAINTED HORIZONTAL CORNICE, PAINTED HORIZONTALS TRIM AND PAINTED STEEL GUARDRAIL.
20. THE SPRINGLED ROOF CLOSET WITH ASPHALT SHINGLE ROOF WITH PRE-FINISHED METAL FLASHINGS. 1/4 PAINTED HORIZONTALS SIDING AND TRIM AND PAINTED INSULATED METAL DOOR. VERIFY WITH SITE PLAN FOR LOCATION OF CLOSET. SOME BUILDINGS HAVE THE ROOF CLOSET ON THE OPPOSITE SIDE.
21. WALL MOUNT ELECTRICAL PANEL LOCATION. VERIFY WITH SITE PLAN FOR LOCATION OF ELECTRICAL PANELS. SOME BUILDINGS HAVE THE ELECTRICAL PANELS ON THE OPPOSITE SIDE.
22. COUPLED CONCRETE FOUNDATION WALL. FILL ALL Voids. JACK & PACK FILLING.
23. FINISH DRIVE, SLOPE AWAY FROM BUILDING AT 2% MIN. SEE FINISHING PLAN.

GENERAL NOTES

1. ALL NOTES ON DRAWINGS ARE TYPICAL AND APPLY TO ALL ELEVATIONS.
2. REFER TO CONSTRUCTION TYPE DETAILS (SHEETS A103 AND A104) AND SPECIFICATIONS FOR ADDITIONAL EXTERIOR FINISH MATERIALS.
3. ALL VISIBLE EXTERIOR FINISHES TO BE PRE-FINISHED METAL, DARK BROWN U.O.A. ALL EXPOSED METAL FINISHING TO BE OUBURNED METAL. ALL EXPOSED GALVANIZING NOT PAINTED TO MATCH ADJACENT MATERIAL FINISH COLOR.
4. SUB-CONTRACTORS TO PROVIDE 12" X 12" MIN. SAMPLE OF ALL FINISH MATERIALS FOR OWNER'S REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
5. VERIFY ALL FINISH MATERIAL SELECTION AND COLORS WITH OWNER PRIOR TO ORDERING AND INSTALLATION.
6. OWNER OBTAIN HORIZONTAL SIDING AND TRIM TO BE CHECKED HORIZONTALS OF FIRST STORY SIDING AND TRIM. ALL SIDING AND TRIM TO BE CHECKED PRIOR TO PRE-FINISH AND PAINTING.
7. ALL UTILITIES TO BE SCHEDULED BY BELOW GRADE. COORDINATE WITH MECHANICAL DRAWINGS AS REQUIRED.
8. ALL FINISH MATERIALS TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS, 2015 IRC REQUIREMENTS AND PER CURRENTLY ACCEPTED CONSTRUCTION PRACTICES.

EXTERIOR FINISH SCHEDULE

ALL BUILDINGS	MATERIAL	MTF / COLOR	MATERIAL	FINISH COLOR
ASPHALT SHINGLE	MANUFACTURER'S CAP COLOR: TWIGGIE METAL SHADOW 3200N020		VINYL WINDOW FRAME	MANUFACTURER COLOR: ALUMID
PAINTED HORIZONTALS FASCIA & SOFFIT	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1643 COLOR NAME: BURN OAK		WINDOW GLAZING	COLOR: CLEAR INSULATED
PAINTED HORIZONTALS TRIM & WINDOW TRIM, BOULDER TRIM, COLOR NAME: BURN OAK	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1643 COLOR NAME: BURN OAK		METAL FINISHING	POWDER COAT COLOR: BLACK
PRE-FINISHED METAL CUTTER & TRIMMING	COLOR TO MATCH SW1643 / WOOD SHED		METAL STAIRS STRINGERS & RAILING	POWDER COAT COLOR: BLACK
STONE VENEER	APFC BURNING CRESTS STONE + COUNTRY LINDSEY/ACME ASPEN		EXPOSED METAL FLASHING	FACTORY PRE-FINISHED COLOR: DARK BROWN
COLOR PALLET A				
PAINTED HORIZONTALS BOARD & BUTTER SIDING	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1643 COLOR NAME: BURN OAK		PAINTED HORIZONTALS LAP SIDING	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1643 COLOR NAME: BURN OAK
COLOR PALLET B				
PAINTED HORIZONTALS BOARD & BUTTER SIDING	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1773 COLOR NAME: BURN OAK		PAINTED HORIZONTALS LAP SIDING	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1773 COLOR NAME: BURN OAK
COLOR PALLET C				
PAINTED HORIZONTALS BOARD & BUTTER SIDING	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1643 COLOR NAME: BURN OAK		PAINTED HORIZONTALS LAP SIDING	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1643 COLOR NAME: BURN OAK
COLOR PALLET D				
PAINTED HORIZONTALS BOARD & BUTTER SIDING	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1773 COLOR NAME: BURN OAK		PAINTED HORIZONTALS LAP SIDING	APFC SPOKIN WILLIAMS PAINT NUMBER: SW1773 COLOR NAME: BURN OAK



**1 BUILDING TYPE 3-1A
FRONT ELEVATION**
SCALE: 1/8" = 1'-0"
COLOR PATTERN "A"



**3 BUILDING TYPE 3-1A
REAR ELEVATION**
SCALE: 1/8" = 1'-0"
COLOR PATTERN "A"



**5 BUILDING TYPE 3-1B
FRONT ELEVATION**
SCALE: 1/8" = 1'-0"
COLOR PATTERN "B"



**7 BUILDING TYPE 3-1B
REAR ELEVATION**
SCALE: 1/8" = 1'-0"
COLOR PATTERN "B"



**2 BUILDING TYPE 3-1A
RIGHT SIDE ELEVATION**
SCALE: 1/8" = 1'-0"
COLOR PATTERN "A"



**4 BUILDING TYPE 3-1A
LEFT SIDE ELEVATION**
SCALE: 1/8" = 1'-0"
COLOR PATTERN "A"



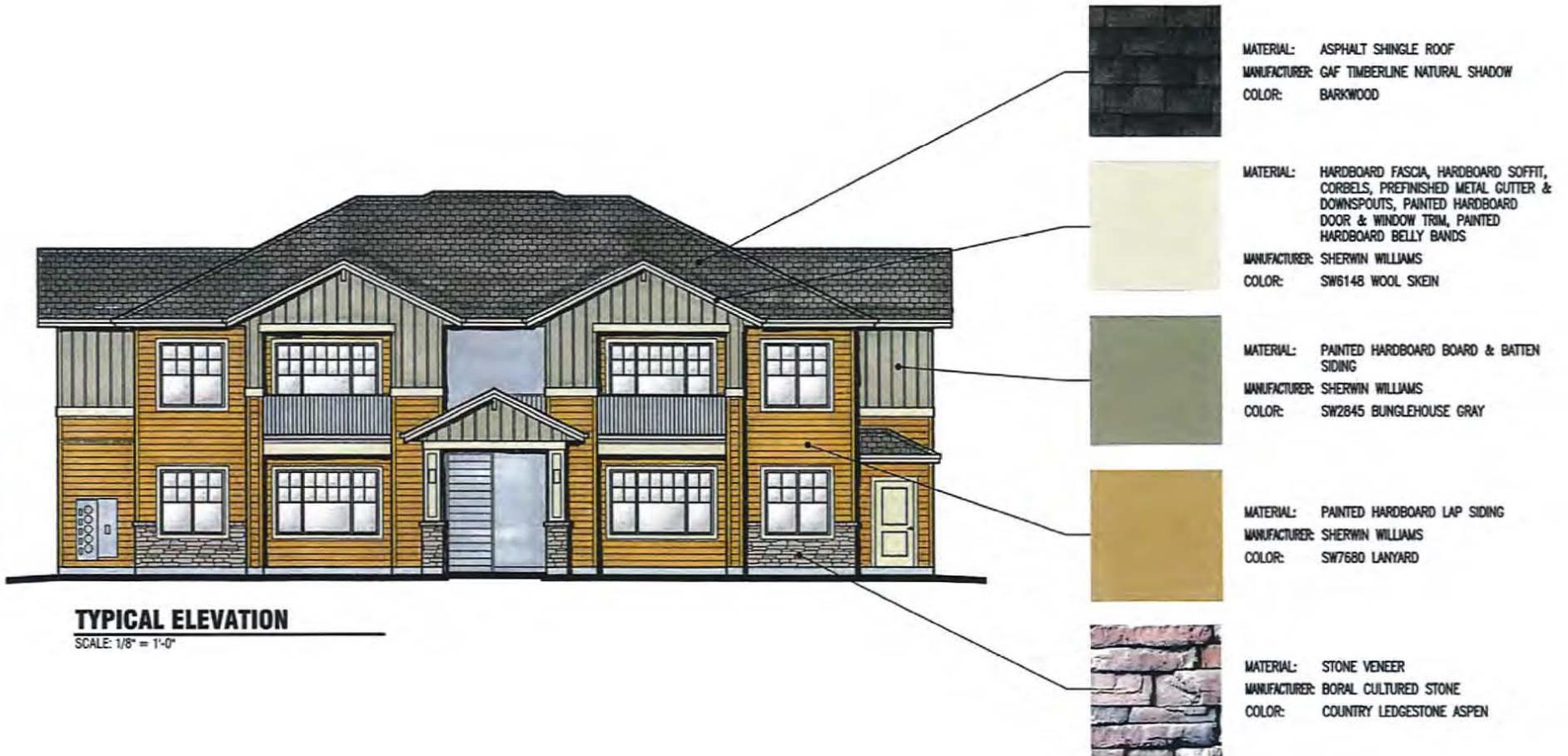
**6 BUILDING TYPE 3-1B
RIGHT SIDE ELEVATION**
SCALE: 1/8" = 1'-0"
COLOR PATTERN "B"



**8 BUILDING TYPE 3-1B
LEFT SIDE ELEVATION**
SCALE: 1/8" = 1'-0"
COLOR PATTERN "B"

KELLEHER 4-PLEXES

COLOR PALLET A

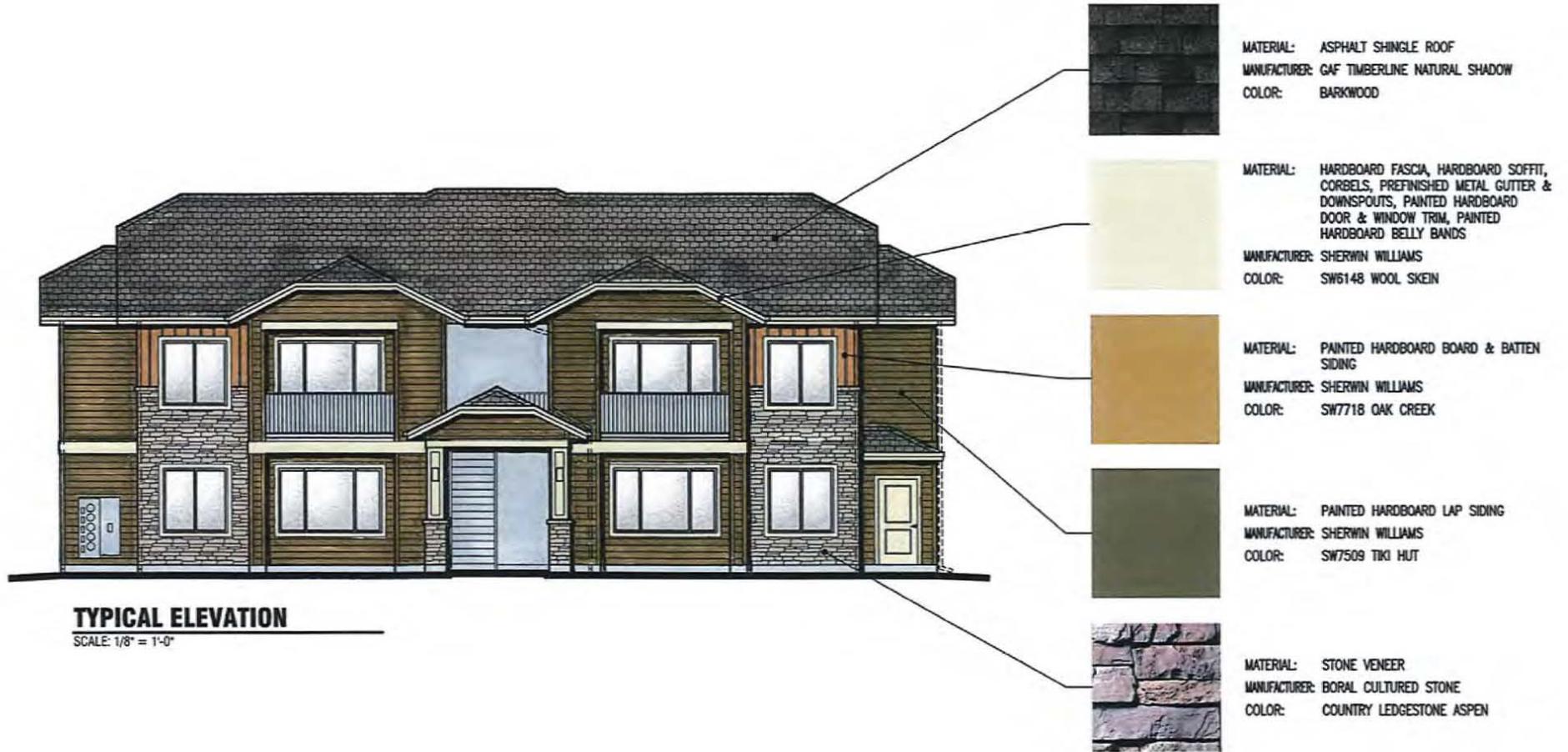


TYPICAL ELEVATION

SCALE: 1/8" = 1'-0"

KELLEHER 4-PLEXES

COLOR PALLET B

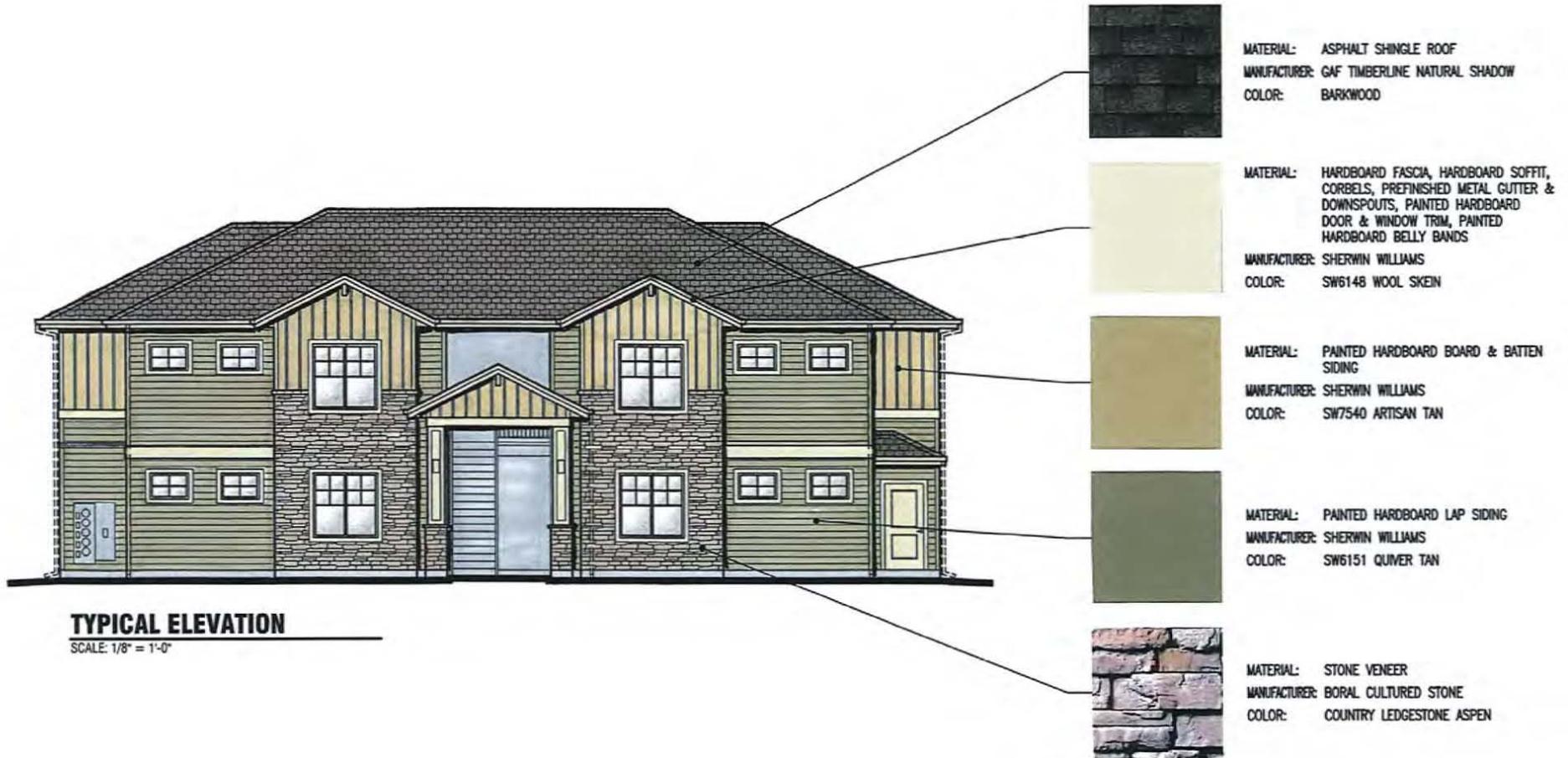


TYPICAL ELEVATION

SCALE: 1/8" = 1'-0"

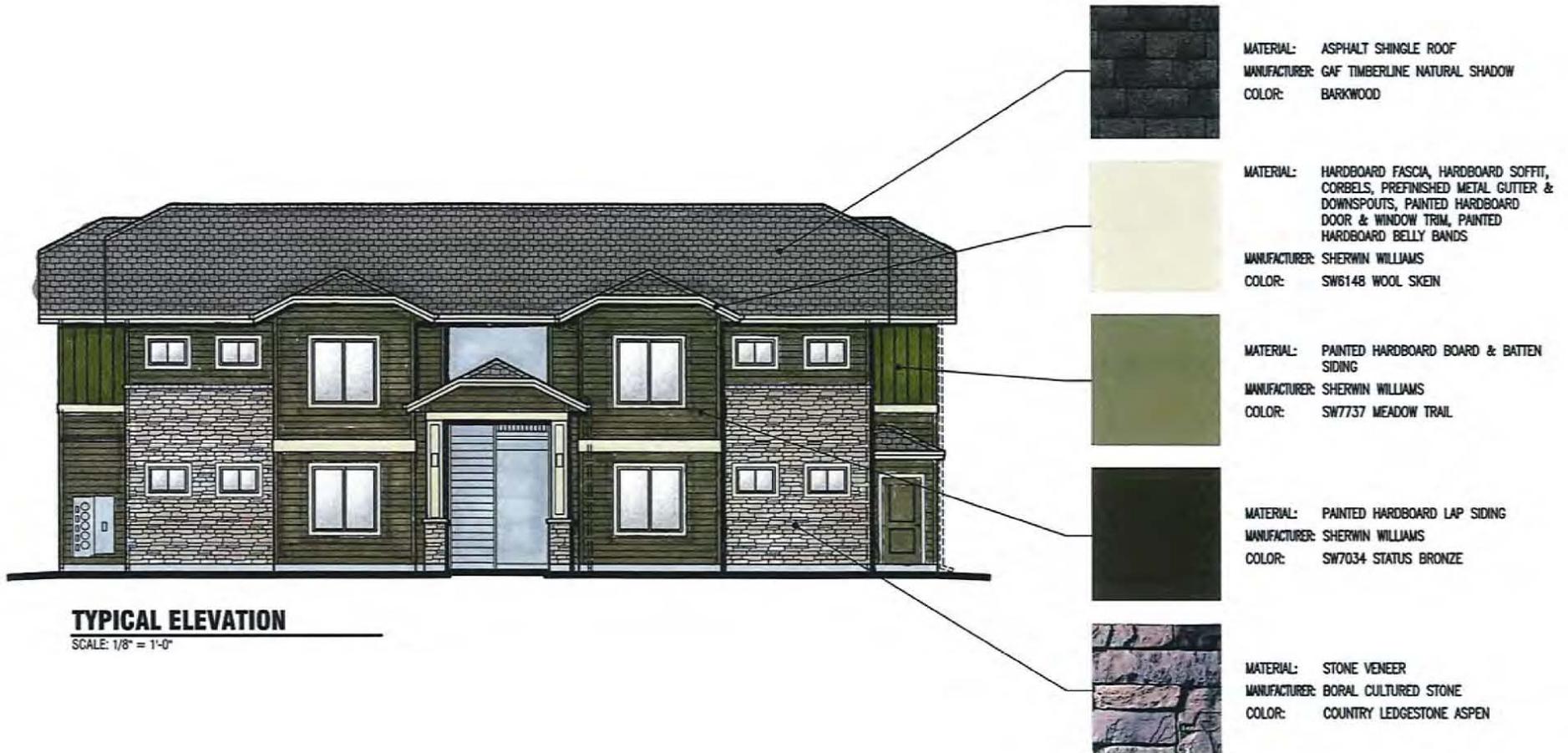
KELLEHER 4-PLEXES

COLOR PALLET C



KELLEHER 4-PLEXES

COLOR PALLET D





Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

LuxMaster® Series 53

Area Lighting

70-150W HPS

PRODUCT OVERVIEW

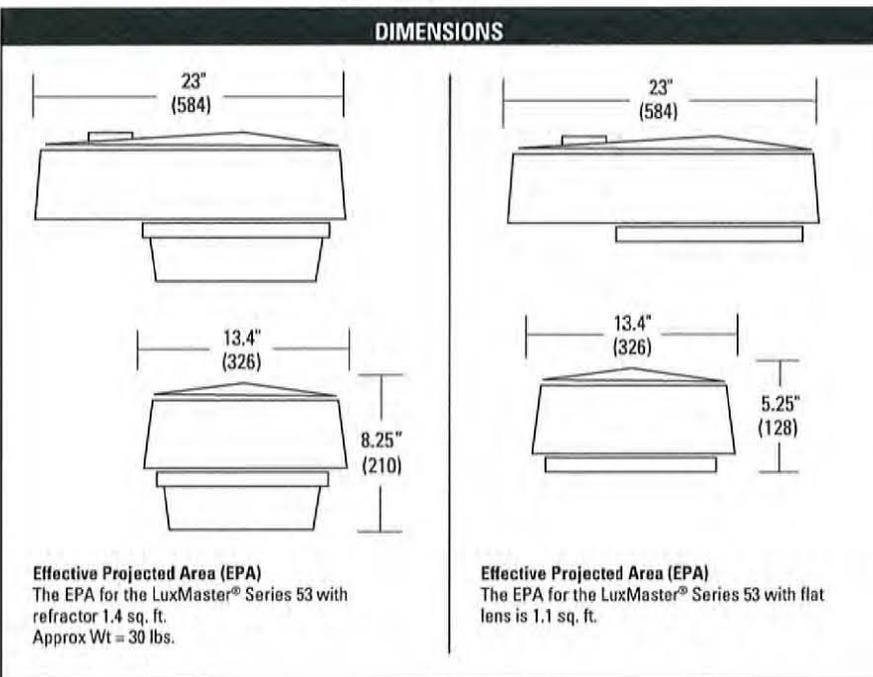


Features:

- Durable die-cast aluminum housing for long-life performance
- Optical assembly designed for maximum performance
- Removable ballast tray electrical system for installation and maintenance ease
- "Breathing Seal" developed by American Electric prevents contaminants from entering optical assembly for maximum efficiency
- Optics available in flat tempered glass, drop acrylic and drop polycarbonate
- Available in a variety of IES light distributions patterns and cutoff classifications
- Standard product is designed to mount to pipe mast arm. Direct pole mount arms are available
- All electrical components warranted by American Electric Lighting's 6-year guarantee
- UL Listed
- Mogul base, E39, socket standard
- Suitable for -30°C MH / -40°C HPS
- Complies with ANSI: C136.2, C136.10, C136.14, C136.15

Applications:

- Parking lots
- Roadways
- Residential communities
- Commercial environments
- Office communities



PREFERRED SELECTION CATALOG NUMBERS

53 10S CA MT1 R2 DA
53 15S CA MT1 R2 FG
53 10S RH 120 R3 FG



LuxMaster® Series 53

Area Lighting
70-150W HPS

BALLAST MATRIX

LuxMaster® Series 53

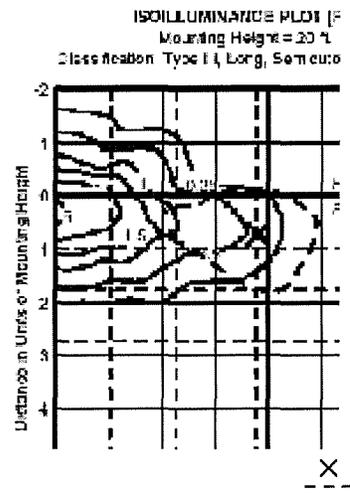
Watts	120	208	240	277	347	480	DT2
07S	CA,CT,MR,RH,RN	CA,CT,MR,XH,XN	CA,CT,MR,XH,XN	CA,XH,XN	CA,CT,XH,XN	XH	CA,CT,MR,XH,XN
10S	CA,CT,MR,RH,RN	CA,CT,MR,RH,RN	CA,CT,MR,RH,RN	CA,XH,XN	XH,XN	CA	CA,CT,MR,XH,XN
15S	CA,CT,RN,RH	CA,CT,XH,XN	CA,CT,XH,XN	CA,XH,XN	CA	CA	CA,CT,XH,XN

LuxMaster® Series 53 continued

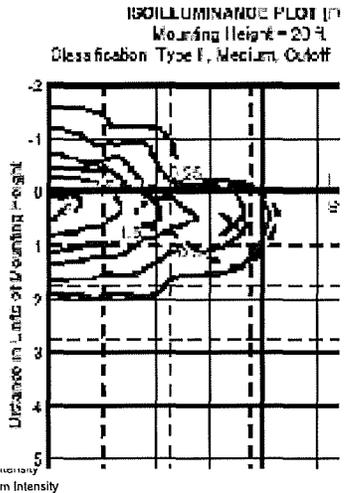
Watts	MT1	MT2	MT7	TT3
07S	CA,XN,XH	CA,XN,XH	CA,XN,XH	XN,XH
10S	CA,XN,XH	CA,XN,XH	CA,XN,XH	XN,XH
15S	CA,XH,XN	CA,XN,XH	CA,XN,XH	XH,XN

PHOTOMETRICS

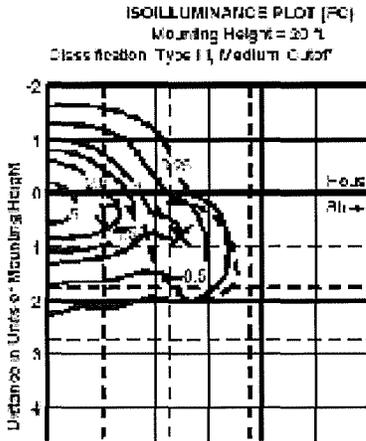
53 15S R3 DP



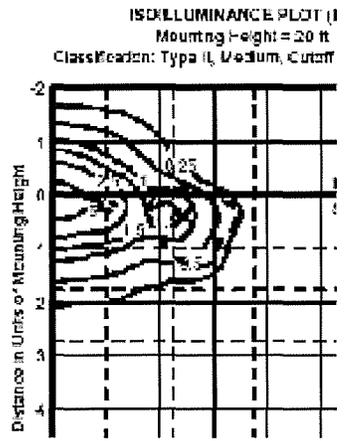
53 15S R2 DA



53 15S R3 FG



53 15S R2 FG



AEL Headquarters, 3825 Columbus Road, Granville, OH 43023
www.americanelectriclighting.com
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Warranty Five-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomResources/Terms_and_conditions.aspx
Actual performance may differ as a result of end-user environment and application.
Specifications subject to change without notice.
Please contact your sales representative for the latest product information.

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/28/07 11:18 AM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 18.00

6 38 of 63



107028466

ACCOMMODATION

0A8571

SUPPLEMENTAL DECLARATION OF ANNEXATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION NO 2
(Platted as Kelleher Subdivision)

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Dyver Development, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Kuna, County of Ada, State of Idaho, which is particularly described as:

Kelleher Subdivision No. 1 according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982, instrument #106162930 recorded October 13, 2006; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference:

WHEREAS, Declarant has heretofore recorded a Declaration Establishing Covenants, Conditions and Restrictions for Chapparosa Ridge Subdivision No. 1, recorded on November 26, 2004, as Instrument Number: 104150179, records of Ada County, Idaho.

WHEREAS, Chapparosa Subdivision #2 (platted as Kelleher Subdivision No. 1), herein after referred to as Chapparosa Subdivision #2 is being developed according to a master plan of development and is thereby related to Chapparosa Ridge Subdivision No. 1, and Declarant desires that Chapparosa Subdivision No. 2 be subject to the covenants, conditions and restrictions for Chapparosa Ridge Subdivision No. 1 as set forth in the Declaration (as Declaration may be, from time to time, amended), and that owners of Building Lots or parcels within the boundaries of Chapparosa Subdivision No. 2 be members of Chapparosa Ridge Subdivision Homeowners Association, Inc.:

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I

Chapparosa Subdivision #2 shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended, incorporated herein by this reference as if set forth in full, which easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with and bind, Chapparosa Subdivision #2 and each and every part, parcel and Building Lot thereof, and be binding on all parties having any right, title or interest in Chapparosa Subdivision #2 or any parcel or building lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II

Pursuant to the Sections 1.2 and 6.1 of the Declaration, the Declaration is hereby amended to include Chapparosa Subdivision #2, and Chapparosa Subdivision #2 is hereby made subject to and the beneficiary of the rights, privileges, restrictions and covenants set forth in the Declaration. Chapparosa Subdivision #2 is designated a "Tract" as defined in Section 3.15 of the Declaration, and is hereby annexed to the Property covered by the Declaration and is included within the term "Property" as used in the Declaration.

Exhibit
A 5

ARTICLE III

Except for terms expressly defined herein, all capitalized terms shall have the same meaning as defined in the Declaration.

ARTICLE IV

The Chapparosa Subdivision #2 shall be subject to all city and county setbacks and utility easements as set forth on the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference.

ARTICLE V

The maximum annual assessment is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of Twenty Five Dollars and no/100 (\$25.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

ARTICLE VI

The Common Areas granted to the Chapparosa Ridge Homeowners Association, Inc. are:

Lots 1, 9, 16, and 23, block 1; Lots 1, block 2; Lot 15, block 3; Lot 17, block 5; of the Kelleher Subdivision.

This Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions) and shall be owned and maintained by the Association.

Notes. The Common Area is subject to the following "Notes," as stated on the final recorded Plat for KELLEHER SUBDIVISION, recorded in County of Ada, Idaho and recorded as instrument #106162930:

(The specific lots identified as Common Area in Section 10.1 of the Declaration refer to lots and blocks in the Chapparosa Ridge Subdivision No. 1 only.) All Common Area, including the original Common Area identified as such in Section 10.1 of the Declaration, and the Common Area identified as such in this Supplemental Declaration and in any future Supplemental Declaration, shall all be included within the term "Common Area" as used in the Declaration and shall be shared among the owners of all Building Lots in the Property (including future annexed Tracts), as provided in Article X of the Declaration.

ARTICLE VII

The Grantor will maintain Architectural Control over the Chapparosa Ridge Subdivision #2 until such time that home construction is complete. At the point that all the homes are built in Chapparosa Ridge Subdivision #2) subdivision Architectural Control of the subdivision will revert to the AC Committee that is currently in office with the Chapparosa Homeowners Association, Inc.

ARTICLE VIII

There is an ingress/egress deed across a portion of Lot 1, Block 1 for the express purpose of ingress/egress to Commercial Lot 8, Block 1 of the Chapparosa Ridge Subdivision #2. The ingress/egress deed was recorded as instrument # 107019882 and made a part hereto as Exhibit "B".

ARTICLE IX

Lot 8, Block 1 is a Commercial Lot not owned by the Grantor and is exempt from the ACC guidelines established in the Declaration. The tenant(s)/Owner(s) of Lot 8, Block 1 will be responsible for paying Five Hundred dollars and no/100's (\$500.00) per year to the Chapparosa Ridge Homeowners Association, Inc. for maintenance of a portion of Lot 1, Block 1 the common area berm adjacent to Lot 8, Block 1. The Association may use the same options to perpetuate collection of non paid dues as stated in Sections 9.6 and 9.7 of the Declaration. The current tenant(s)/owner(s) nor any future tenant(s)/owner(s) of Lot 8, Block 1 will have no voting rights or be able to participate in any regular business regarding the Chapparosa Subdivision or the Association.

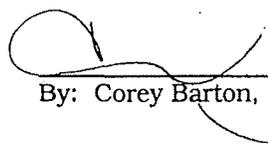
Neither the Chapparosa Homeowners Association Board, ACC committee, nor any homeowner in Chapparosa Ridge Subdivision #1 or #2 (which is platted at Kelleher) have any authority over Lot 8, Block 1 and more specifically no authority in any future use or architectural controls including but not limited to land use, zoning, business uses, commercial activities, building style, construction material or any other rights or decision making capabilities.

The tenant(s)/Owner(s) of Lot 8, Block 1 have the right to de-annex from the Chapparosa Ridge Subdivision at any time and at tenant(s)/Owner(s) sole discretion. In the event of de-annexation from Chapparosa Ridge Subdivision the commercial lot shall be responsible for the repair/maintenance of the portion of Lot 1, Block 1 as described in the attached deed recorded as instrument #107019882 and attached as Exhibit B.

The residents of Chapparosa Ridge Subdivision #2 (platted as Kelleher) understand that Lot 8 Block 1 is a commercial lot and by accepting a deed to a lot and by reading and accepting this document approve of the commercial lot and any legal uses associated therein as allowed by the applicable government agencies.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 26th day of February 2007.

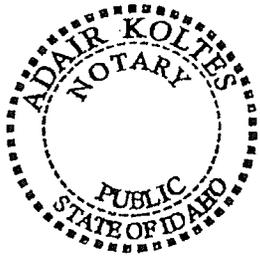
DYVER DEVELOPMENT, LLC,
An Idaho Limited Liability Company


By: Corey Barton, Its Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of February, 2007, before me, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Managing Member of Dyver Development, LLC, a Limited Liability Company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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



Adair Koltjes
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-05-2010

Exhibit "B"



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/08/07 04:32 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 3.00 1

[REDACTED]
107019862

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

ACCOMMODATION

0A8529

QUITCLAIM DEED

224310

For Value Received

Dyver Development, LLC

do hereby convey, release, remise and forever quit claim unto

JRL Properties, L.P., as to an undivided 50% interest and
Glasgow Enterprises, LLC, as to an undivided 50% interest

whose address is 2364 S. Titanium, Meridian, Idaho 83642

the following described premises, to-wit:

A nonexclusive easement for ingress, egress and utilities over and across those portions of Lot 1, Block 1 of Kelleher Subdivision, according to the official plat thereof, filed in Book 08 of Plats at Pages 11879 - 11982, records of Ada County, Idaho, lying Northerly of the Westerly extension of the Southerly line of Lot 8 of Block 1 of said Kelleher Subdivision and lying Westerly of the Northerly extension of the Easterly line of said Lot 8 of Block 1 of said Kelleher Subdivision. Said easement is appurtenant to said Lot 8, Block 1 of said Kelleher Subdivision.

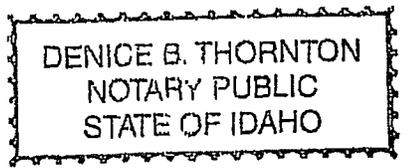
together with their appurtenances.

Dated: February 8, 2007

Dyver Development, LLC
[Signature]

STATE OF Idaho, County of Ada, ss

On this 8th day of February, in the year of 2007, before me The Undersigned, a notary public, personally appeared Carey Barton, known or identified to be one of the member(s)/manager(s) in a limited liability company, of Dyver Development, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.



Denice B. Thornton

Notary Public of
Residing at
Commission expires:

Residing in: Meridian, Idaho
Commission Expires: 08-03-2010



CITY OF KUNA

PLANNING & ZONING DEPARTMENT

CERTIFICATE OF MAILING

Date: 8/29/18
To: 350' Property Owners Other _____
Planner: Jace Hellman
Case Name: 18-01-A + 18-12-DR and 18-01-CPI

I HEREBY CERTIFY that on this 29th day of August 2018, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.

[Signature]
Signature

Dawn Stephens
Attest





CITY OF KUNA
PLANNING & ZONING DEPARTMENT
 PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634
 Phone (208) 922-5274 • Fax: (208) 922-5989
 www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the City of Kuna **City Council** is scheduled to hold public hearings on **September 18, 2018**, beginning at **6:00 pm** on the following cases:

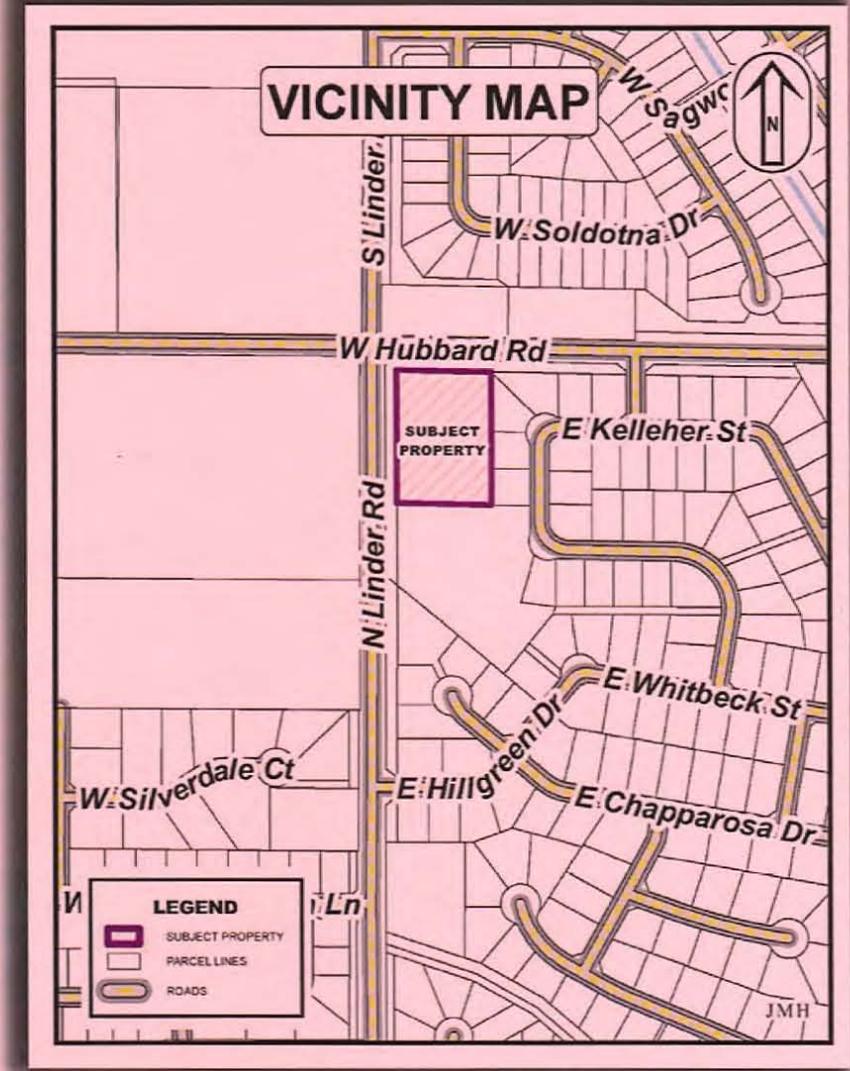
An **Appeal** request from Trilogy Development, Inc to appeal the Planning and Zoning Commissions' decision to deny Case No. **18-12-DR (Design Review)** for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. The subject site located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634.

A **Combination Preliminary and Final Plat (CPF)** request from Trilogy Development, Inc to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots and one common lot. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

The hearing will be held at **6:00 PM in the Council Chambers at City Hall located at 751 W. 4th Street, Kuna, Idaho.**

You are invited to provide oral or written comments at the hearing. Written testimony received by the close of business on **September 12, 2018** will be included in the packets that is distributed to the governing body prior to the hearing. Late submissions (must submit six (6) copies) will be presented to the govern body at time of the hearing. Please note oral comments made during the public hearing will be restricted to three (3) minutes per person. Mail written comments to PO Box 13, Kuna, ID 83634 or drop them off at City Hall, 751 West 4th Street, Kuna, ID.

If you have questions or need special assistance, please contact the Planning and Zoning Division at (208) 922-5274.



In all correspondence concerning this case, please refer to the case name: **18-01-CPF (Combination Preliminary & Final Plat), 18-01-A (Appeal) & 18-12-DR (Design Review) – Kelleher Subdivision No. 2**

Frank & Linda Abbruzzetti
4966 N Grove Ave
Winton, CA 95388

Denis Bukhautsov
9497 S Updale Ave
Kuna, ID 83634

Chapparosa Ridge Sub HOA INC
4850 N Rosepoint Way #104
Boise, ID 83713

James & Vicki Clark
2965 N Linder Road
Kuna, ID 83634

Matthew & Hannah Clark
269 E Wythburn St
Kuna, ID 83634

David Coker
Ashley Purin
205 E Wythburn St
Kuna, ID 83634

Christopher & Chastity Ellis
252 E Kelleher St
Kuna, ID 83634

Matthew & Tiffany Foley
2877 N Updale Ave
Kuna, ID 83634

Joann Fractman
124 E Chapparosa Ct
Kuna, ID 83634

Gutzwiller Family Living Trust
David Gutzwiller Trustee
6087 N Oliver Ave
Boise, ID 83714

Dwayne & Ashlee Halbert
228 E Whitbeck St
Kuna, ID 83634

David & Guadalupe Hart
1429 W Soldotna Dr
Kuna, ID 83634

Margaret & David Henry
44636 Pocahontas Rd
Baker City, OR 97814

Paul Howard
234 E Kelleher St
Kuna, ID 83634

Joshua & Jenna Laramie
4026 E Eagle Bay Dr
Bloomington, IN 47401

John & Michelle MacBride
236 E Wythburn St
Kuna, ID 83634

Michael & Janice May
2784 N Updale Ave
Kuna, ID 83634

Jose Moreno
Modesta Leija
279 E Kelleher St
Kuna, ID 83634

Bernard & Connie Morrison
9565 S Linder Road
Meridian, ID 83642

Open Door Rentals LLC
1977 E Overland Rd
Meridian, ID 83642

Michael & Kathryn Robinson
1420 W Hubbard Rd
Meridian, ID 83642

Stone Mountain Properties LLC
740 E Jamaica Ct
Meridian, ID 83642

Lance & Cecily Tidwell
264 E Wythburn St
Kuna, ID 83634

Timbermist HOA INC
3140 W Belltower Dr
Meridian, ID 83646

Toll ID I LLC
250 Gibraltar Rd
Horsham, PA 19044

Jadawn Tracy
Anthony Fortier
2833 N Updale Ave
Kuna, ID 83634

Micaele Williams
193 E Wythburn St
Kuna, ID 83634

Dennis & Helene Wolfram
1901 W Hubbard Rd
Kuna, ID 83634

Luke & Renee Womack
210 E Kelleher St
Kuna, ID 83634

Ryan & Tiffany York
2798 N Updale Ave
Kuna, ID 83634

Tim Domka
2332 N Corktree Way
Kuna, ID 83634

Kristopher Wainwright
244 E Whitbeck St
Kuna, ID 83634

Terry Williams
580 E Sienna Creek St
Kuna, ID 83634

Adam Llewellyn
415 E Whitbeck St
Kuna, ID 83634

Timothy McKay
445 E Taper Ct
Kuna, ID 83634

Mark Curtis
343 E Chapparosa Dr
Kuna, ID 83634

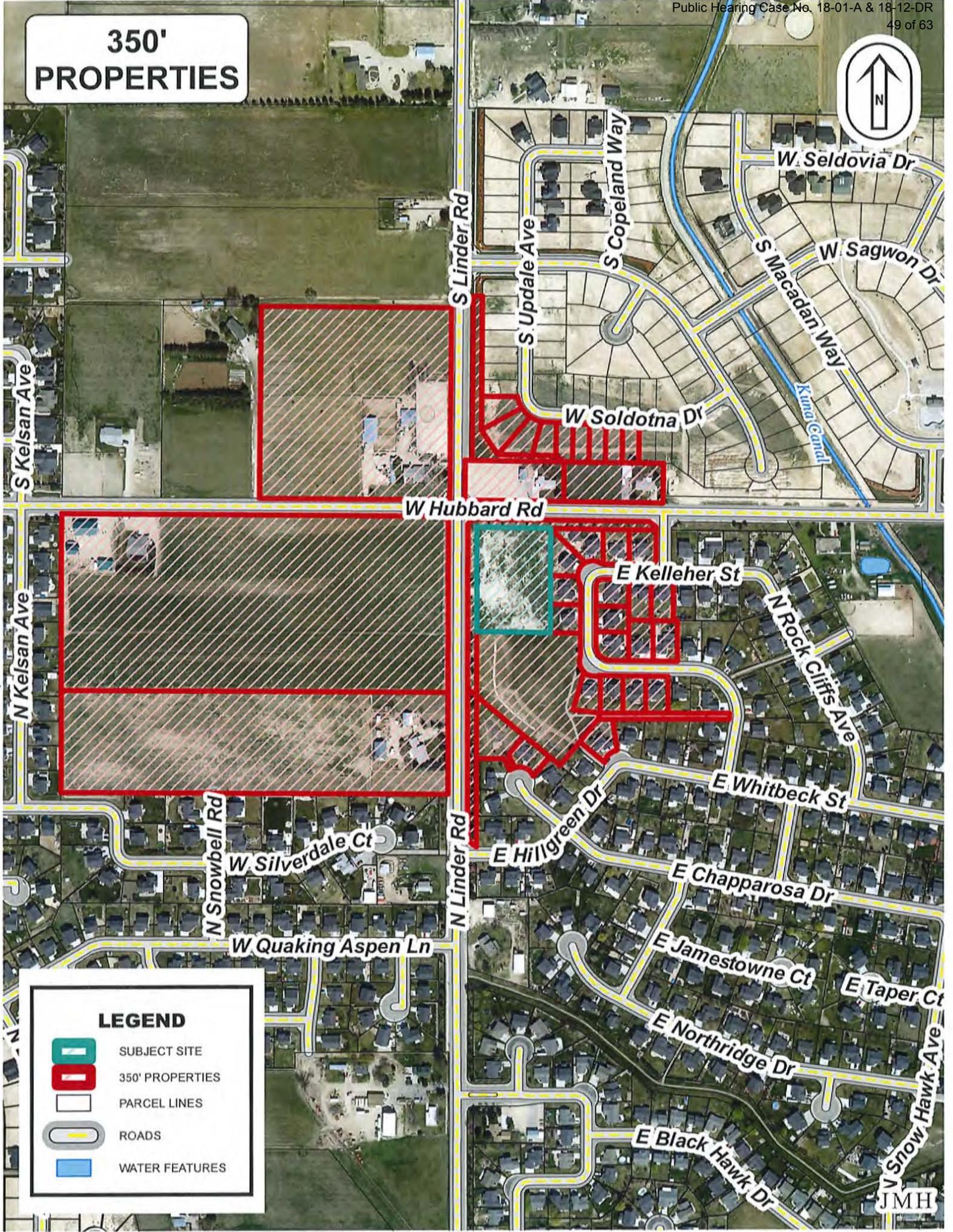
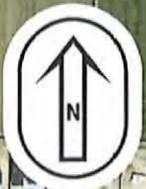
Douglas Martin
292 E Chapparosa Dr
Kuna, ID 83634

David Burke
2764 N Matterdale Ave
Kuna, ID 83634

Curtis & Maria Hoagland
427 E Whitbeck St
Kuna, ID 83634

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
ABBRUZZETTI FRANK A	ABBRUZZETTI LINDA C	4966 N GROVE AVE	WINTON, CA 95388-0000
BUKHANTSOV DENIS		9497 S UPDALE AVE	KUNA, ID 83634-0000
CHAPPAROSA RIDGE SUB HOA INC		4850 N ROSEPOINT WAY # 104	BOISE, ID 83713-0000
CLARK JAMES EDWARD	CLARK VICKI MICHELE	2965 N LINDER RD	KUNA, ID 83634-0000
CLARK MATTHEW CARL	CLARK HANNAH LEE	269 E WYTHBURN ST	KUNA, ID 83634-0000
COKER DAVID LLOYD	PURIN ASHLEY MARIE	205 E WYTHBURN ST	KUNA, ID 83634-0000
ELLIS CHRISTOPHER	ELLIS CHASTITY	252 E KELLEHER ST	KUNA, ID 83634-0000
FOLEY MATTHEW	FOLEY TIFFANY	2877 N UPDALE AVE	KUNA, ID 83634-0000
FRACTMAN JOANN		124 E CHAPPAROSA CT	KUNA, ID 83634-0000
GUTZWILLER FAMILY LIVING TRUST	GUTZWILLER TIMOTHY DAVID TRUSTEE	6087 N OLIVER AVE	BOISE, ID 83714-0000
HALBERT DWAYNE	HALBERT ASHLEE	228 E WHITBECK ST	KUNA, ID 83634-0000
HART DAVID L	HART GUADALUPE F	1429 W SOLDOTNA DR	KUNA, ID 83634-0000
HENRY MARGARET	HENRY DAVID	44636 POCAHONTAS RD	BAKER CITY, OR 97814-0000
HOWARD PAUL JAY		234 E KELLEHER ST	KUNA, ID 83634-0000
LARAMIE JOSHUA A	LARAMIE JENNA K PIVA	4026 E EAGLE BAY DR	BLOOMINGTON, IN 47401-0000
MACBRIDE JOHN G	MACBRIDE MICHELLE L	236 E WYTHBURN ST	KUNA, ID 83634-0000
MAY MICHAEL L	MAY JANICE S	2784 N UPDALE AVE	KUNA, ID 83634-0000
MORENO JOSE SALGADO	LEIJA MODESTA	279 E KELLEHER ST	KUNA, ID 83634-0000
MORRISON BERNARD E	MORRISON CONNIE	9565 S LINDER RD	MERIDIAN, ID 83642-0000
OPEN DOOR RENTALS LLC		1977 E OVERLAND RD	MERIDIAN, ID 83642-0000
ROBINSON MICHAEL JORDON	ROBINSON KATHYRN ALENE	1420 W HUBBARD RD	MERIDIAN, ID 83642-0000
STONE MOUNTAIN PROPERTIES LLC		740 E JAMAICA CT	MERIDIAN, ID 83642-7423
TIDWELL LANCE	TIDWELL CECILY	264 E WYTHBURN ST	KUNA, ID 83634-0000
TIMBERMIST HOA INC		3140 W BELLTOWER DR	MERIDIAN, ID 83646-0000
TOLL ID I LLC		250 GIBRALTAR RD	HORSHAM, PA 19044-0000
TRACY JADAWN	FORTIER ANTHONY M	2833 N UPDALE AVE	KUNA, ID 83634-0000
WILLIAMS MICAEL L		193 E WYTHBURN ST	KUNA, ID 83634-0000
WOLFGRAM DENNIS E	WOLFGRAM HELENE E	1901 W HUBBARD RD	KUNA, ID 83634-1229
WOMACK LUKE A	WOMACK RENEE L	210 E KELLEHAR ST	KUNA, ID 83634-0000
YORK RYAN A	YORK TIFFANY E	2798 N UPDALE AVE	KUNA, ID 83634-0000
DOMKA TIM		2332 N CORKTREE WAY	KUNA, ID 83634
WAINWRIGHT KRISTOPHER		244 E WHITBECK ST	KUNA, ID 83634
WILLIAMS TERRY		580 E SIENNA CREEK ST	KUNA, ID 83634
LLEWELLYN ADAM		415 E WHITBECK ST	KUNA, ID 83634
MCKAY TIMOTHY		445 E TAPER COURT	KUNA, ID 83634
CURTIS MARK		343 E CHAPPAROSA DR	KUNA, ID 83634
MARTIN DOUGLAS		292 E CHAPPAROSA DR	KUNA, ID 83634
BURKE DAVID		2764 N MATTERDALE AVE	KUNA, ID 83634
HOAGLAND CURTIS	HOAGLAND MARIA	427 E WHITBECK ST	KUNA, ID 83634

350'
PROPERTIES



LEGEND

-  SUBJECT SITE
-  350' PROPERTIES
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

Jace Hellman

From: Jace Hellman
Sent: Thursday, August 23, 2018 11:37 AM
To: 'IDAHO PRESS TRIBUNE'
Subject: City of Kuna Request for Legal Publication
Attachments: KMN publish Req 18-01-CPF.docx

Greetings:

We would like to request that you publish the attached legal notification in the **August 29th, 2018** cycle of Kuna Melba News on behalf of the City of Kuna, Planning & Zoning Department.
This notification needs to only be published for one (1) cycle.

The Kuna P.O. for this request is #7492 (if you need it).
Thank you.

Jace Hellman
Planner II
751 W 4th St
Kuna, ID 83634
jhellman@kunaid.gov



CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 922-5274 - Fax: 922-5989

File #'s 18-01-A, 18-12-DR and 18-01-CPF Kelleher Subdivision No. 2

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold two public hearings, **Tuesday, September 18, 2018 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 **Combination Preliminary Plat and Final Plat (CPF)** request by Trilogy Development, Inc to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots and one common lot. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080); **AND** in connection with an **Appeal** request from Trilogy Development, Inc to appeal the Planning and Zoning Commissions' decision to deny **Case No. 18-12-DR (Design Review)** for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. The subject site located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634.

The public is invited to present written or oral comments. Written testimony received by the close of business on **September 12, 2018**, will be included in the packets distributed to the governing body. Late submissions (must include six (6) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, 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 (208)922-5274.

Kuna Planning & Zoning Department

(No need to print this portion) Please publish one time on August 29, 2018.

(Sent 8/23/2018)

Kuna P.O. #7492

IDAHO PRESS TRIBUNE
MERIDIAN PRESS, KUNA MELBA NEWS
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2338

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 08/25/18 11:12 by sje14

Acct #: 345222 Ad #: 1805376 Status: New HOLD

1 KUNA, CITY OF Start: 08/29/2018 Stop: 08/29/2018
P.O. BOX 13 Times Ord: 1 Times Run: ***
KUNA ID 83634 LEG 1.00 X 82.00 Words: 328
Total LEG 82.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 65.68
Affidavits: 1

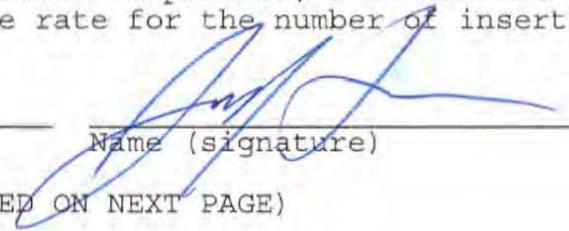
Contact: CHRIS ENGLER Ad Descrpt: 18-01-A, 18-12-DR, ETC.
Phone: (208)387-7727 Given by: JACE HELLMAN
Fax#: P.O. #:
Email: awelker@kunaaid.gov; gsmith@k Created: sje14 08/25/18 11:01
Agency: Last Changed: sje14 08/25/18 11:11

PUB ZONE EDT TP RUN DATES
KMN A 96 S 08/29

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Jace Hellman
Name (print or type)


Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS TRIBUNE
MERIDIAN PRESS, KUNA MELBA NEWS
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2338

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 08/25/18 11:12 by sjel4

Acct #: 345222

Ad #: 1805376

Status: New CHOLD CHOI

LEGAL NOTICE

File #'s 18-01-A, 18-12-DR
and 18-01-CPF Kelleher
Subdivision No. 2

Looks great

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If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208)922-5274.

Kuna Planning & Zoning
Department

August 29, 2018 1805376

345222 1805376
1 KUNA, CITY OF
P.O. BOX 13
KUNA ID 83634

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO)

)SS.
County of Ada)

Sharon Jessen
of Nampa, Canyon County, Idaho, being
first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the City of Kuna, in the County of Ada, State of Idaho; that the said newspaper is in general circulation in the said County of Ada, and in the vicinity of Kuna and Melba, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

RECEIVED
SEP 06 2018
CITY OF KUNA

That said notice was published the following:
08/29/2018

[Handwritten Signature]

STATE OF IDAHO)
County of Canyon)

On this 29th day of August in the year of 2018 before me a Notary Public, personally appeared Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

[Handwritten Signature]

Notary Public for Idaho
Residing at Canyon County
My Commission expires 06/28/2023



LEGAL NOTICE

**File #'s 18-01-A, 18-12-DR
and 18-01-CPF Kelleher
Subdivision No. 2**

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If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208)922-5274.

Kuna Planning & Zoning
Department

August 29, 2018 1805376



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 Kelleher No. 2 Subdivision
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1A-8. Sign posted Tuesday, September 4, 2018 (DAY OF THE WEEK, MONTH,
DATE AND YEAR). This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.

DATED this 4th day of September, 2018.

Signature,

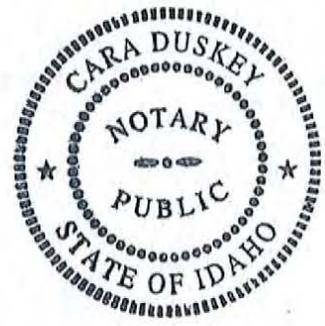
James B. Segan
Owner/Developer/Representative

STATE OF IDAHO)
County of Ada) ss

On this 4th day of September, 2018, 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 **Sept. 18, 2018**
at **6:00 PM** at Kuna City Hall 751 W. 4th Street, Kuna, ID

PURPOSE: 9 lot subdivision for 8 four-plex buildings and
1 common lot

PROPERTY LOCATION: SE Corner of W. Hubbard Road
and Linder Road, Kuna, ID

APPLICATION BY: WHPacific, Inc.

CONTACT: Kuna City Planner at 208-922-5546 with questions

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SEP 14 2018

KUNA CITY CLERK

Dear Mr. Mayor and City Council,

The Chapparosa HOA Board of Directors (Gordon Raymond, Nate Peters, Tara Clark, Tim McKay) suggested that we as homeowners reach out to your office via letter. I reside at 193 E Wyhtburn St at the corner of Updale, adjacent to the park and the corner lot in question. The Board of Directors was supposed to come around door to door and ask the homeowners for input on what the developer is trying to do. Naturally, they never showed up, emailed, or phone call. As you and the council can very well imagine I and many others that share this direct threat, are very much against the whole idea. Since this all began, the HOA has failed time and time again to keep us informed of what is going on. They have mismanaged the treasury when a swing set was installed 60ft from my backyard fence and my immediate neighbors to the south. The HOA promised at the time of installation that lights would be installed, the pathway leading up to the park would have lights, there would be signage for the appropriate age group, so that the swing set does not get destroyed, and they were supposed to find a way to prevent kids from kicking in the fence on Linder Rd (which is in direct line of sight of the park, keep in mind that there is already an access point roughly 100ft toward the north end of the fence).

We have had issues with curfew violators; I personally busted a couple of middle age teenagers for doing drugs behind my house. And yet the developer wants to try and put an apartment building directly next to our subdivision. Regardless of meeting all the requirements under the law this does not mean it is the right thing to do. Furthermore, the HOA board members do not reside on the west side of the subdivision, with the exception of one, and he does not seem to care one-way or the other.

OK
10:53 AM
Kelleher
Sub

10/3

When planning and zoning saw the debacle in the design, along with all the problems it will bring they rightfully voted 4-1 in favor of the homeowners. Unfortunately, our board members have failed us the homeowner's time and time and time again, which the Planning and Zoning Commission has acknowledged through our testimony. It is evident that what is being done here is simply a money grab; the developer is trying to offload the property at the expense of us. I had an opportunity to speak with the lady representing the developer and she asked why we are so against this. I explained to her by putting this apartment building in, it is not only inviting trouble, but now our property values will be affected; furthermore it is a safety issue as well. Not just traffic wise, but also personal safety.

The week of the 4th of July there was an individual shooting off his pistol, I and couple of my neighbors heard it and we responded armed while waiting for Ada County to arrive. We (homeowners) have addressed these issues and many more to the HOA board, but it turns on deaf ears and nothing ever gets done. The last hearing with the Planning and Zoning Commission only one board member showed up, Tim McKay, and he took no side on the issue. So when you have board members that won't even take a stand, what do you expect us to do?! Furthermore, because of there mismanagement of the funds they are trying to close the deal as quickly as possible so that they can try and have the developer offer financial assistance for there shortcomings.

Initially there was supposed to be a senior living center built, which would have been fine, or even build 4 more houses, or even a doctor's office for that matter, but not an apartment building. God forbid that another unfortunate situation happens where a mad man decides to go on a killing rampage and kill innocent children. I am referencing

2063

to the poor little 3 year old whose life was cut short. It was also not to long ago there was a shootout here in the Chapparosa subdivision, Ada County responded, but the fact is this happened just around the corner from my house, and neighboring ones as well that were in the immediate danger zone.

I, like most of us here in Chapparosa have little toddlers not much older than 5-7. My little girl is 2, she will be 3 in January, and so like any good parent you can believe that I will do anything to keep her safe. And for the record I would do the same for any other. I like all of us, we have lived in an apartment building at one time or another, and we decided we want something better for our families; we wanted to move away from that type of living and own a house. Not own a house with an apartment building next door. I for one do not want to pay good money for my mortgage, and have to deal with the aggravation of an apartment building; we have enough problems of our own as it is. I am still dealing with the punk kids staying out past curfew, using foul language, damaging the swing set, finding bloody cotton balls, trash, people not cleaning there dog mess, kids jumping my fence, beating on my back door and doing the same to my neighbors, trash being thrown in my yard, the list goes on.

There are so many other things that can be done that would be beneficial, this is not one them. One final thought Mr. Mayor and Council, how would you feel if this was happening to you? The answer is you would not like it.

Sincerely,


Micaele & Jennifer Williams



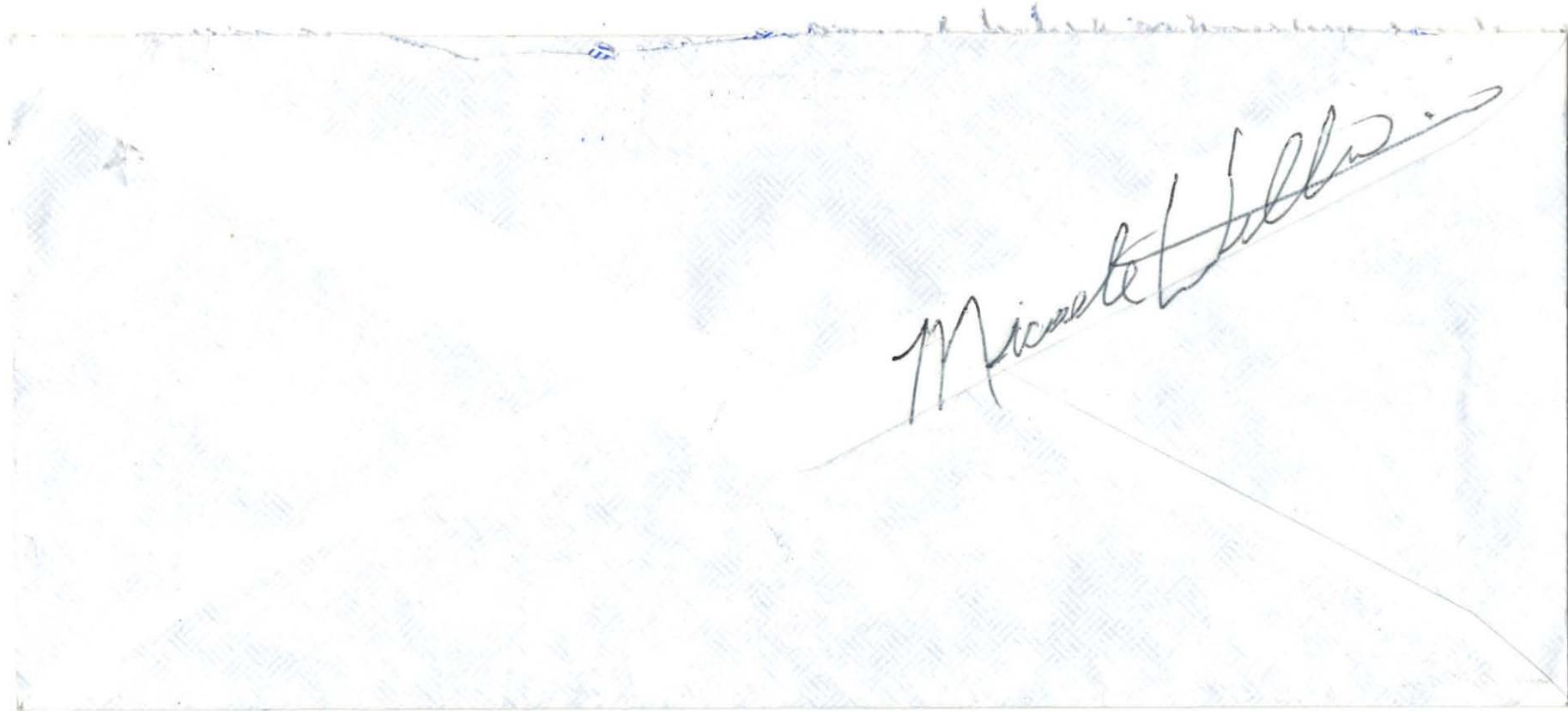
10 September 2018

3063

Micaele L. Williams
193 E Wylburn St
Kuna, ID 83634-5107



FOR THE MAYOR
CITY OF KUNA

A photograph of a blue-lined envelope with a handwritten signature in black ink. The signature is written diagonally across the envelope and reads "Micaela Hill". The envelope is rectangular and has a visible flap on the right side. The background is white.



City of Kuna

City Council – Staff Memo

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

To: City Council

Case Numbers: **18-01-CPF** (Combination Pre-Plat & Final Plat) Kelleher Sub. No. 2

Site Location: SEC of West Hubbard Rd. and North Linder Rd.

Planner: Jace Hellman, Planner II

Hearing Date: September 18, 2018

Owners of Record: Open Door Rentals, Inc.
1977 E. Overland Road
Meridian, ID 83642

Applicant (Developer): Trilogy Development, Inc.
9839 W. Cable Car Street.
Boise, ID 83709
208-895-8858

Representative: WHPacific Inc. – Jane Suggs
2141 W. Airport Way, Suite 104
Boise, ID 83705
208-275-8729
jsuggs@whpacific.com

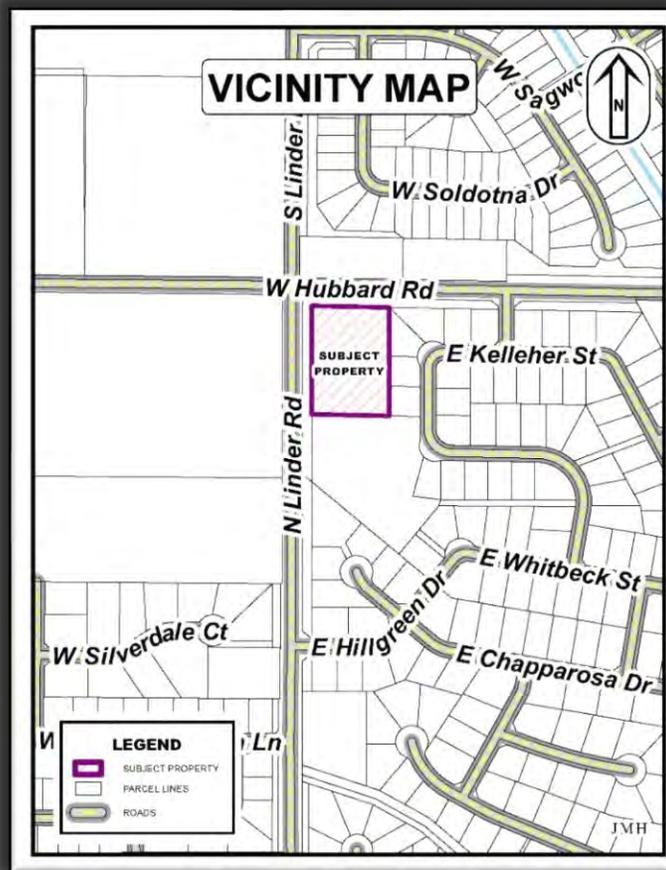


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| E. General Project Facts | N. Commission's Recommendation of Denial |
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A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that combination preliminary plat and final plats are designated as public hearings, with the P & Z 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.

a. Notifications

- i. Neighborhood Meeting

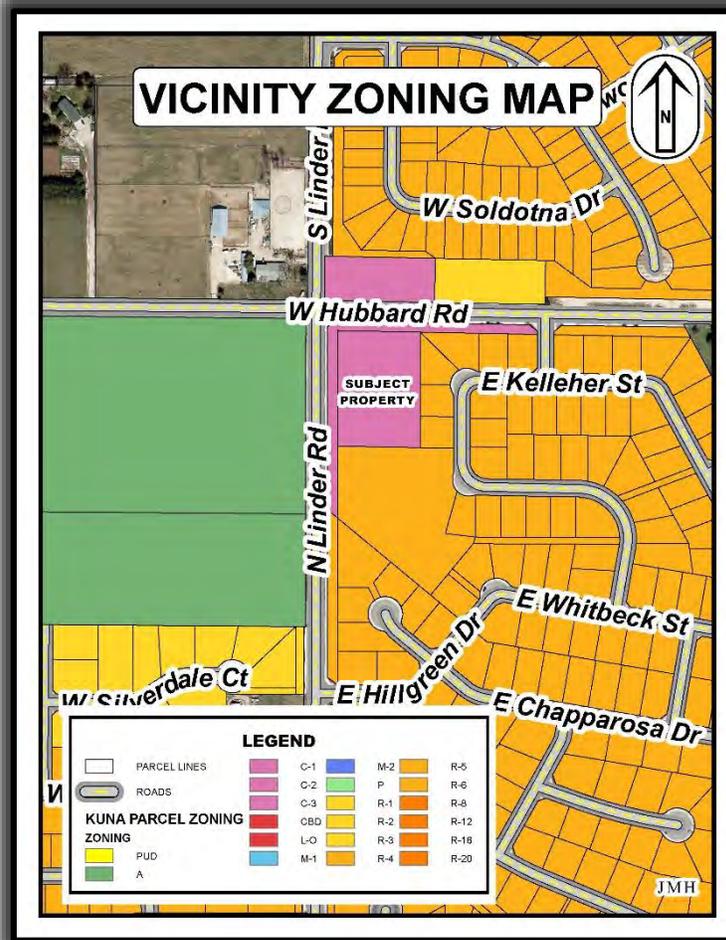
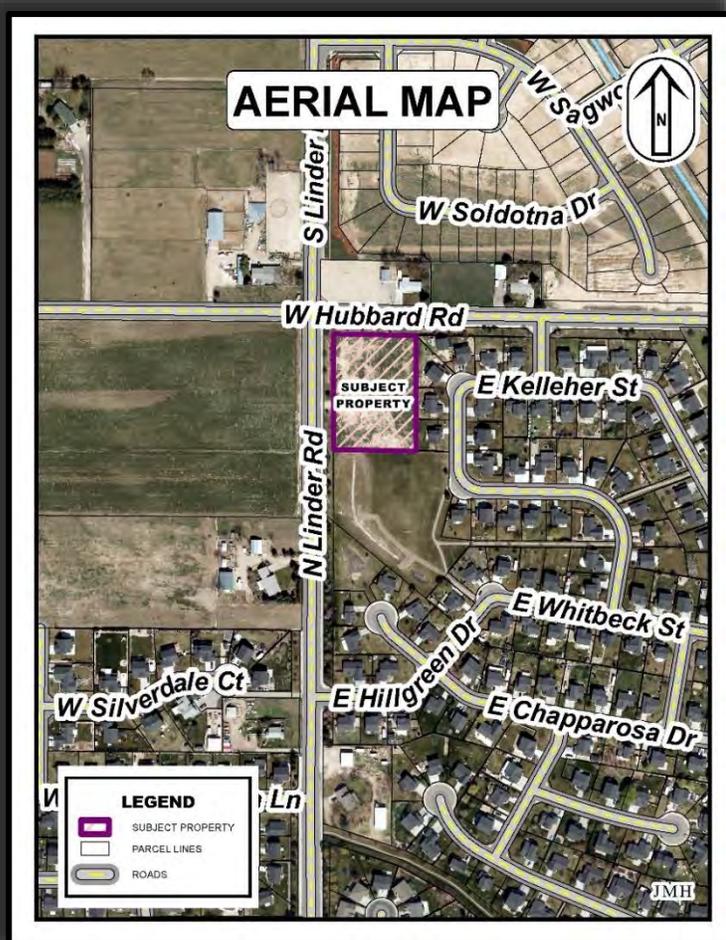
March 5, 2018 (3 people attended)

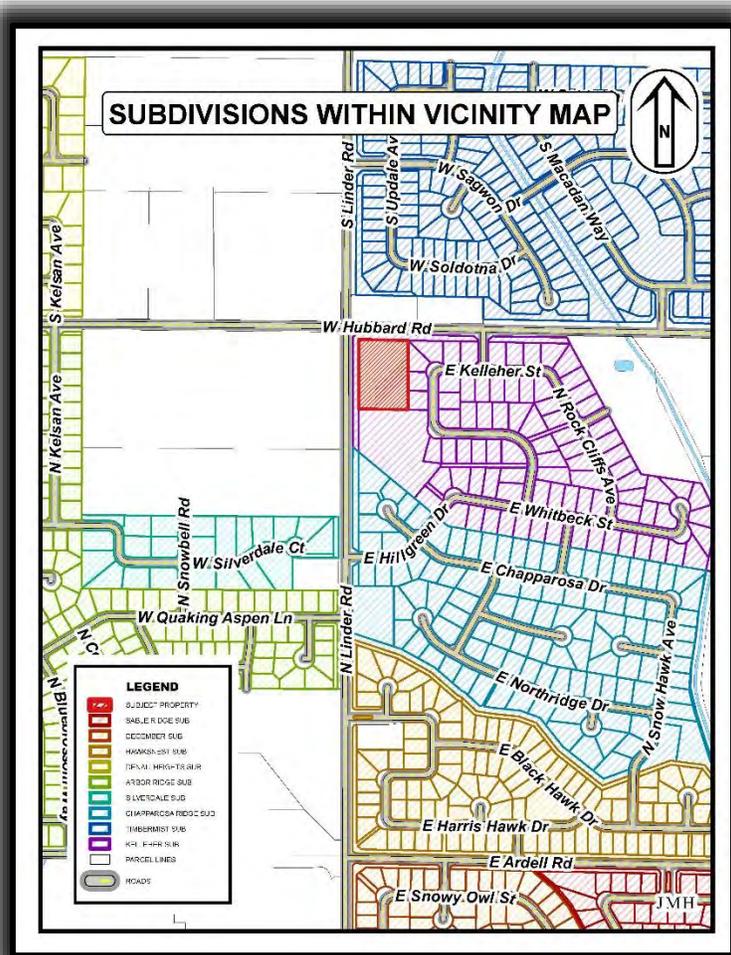
- ii. Agency Comment Request April 20, 2018
- iii. 350' Property Owners Notice August 29, 2018
- iv. Kuna Melba Newspaper August 29, 2018
- v. Site Posted September 4, 2018

B. Applicant's Request:

On behalf of Open Door Rentals, Inc. the applicant, Trilogy Development, Inc. requests approval to subdivide approximately 1.96 acres through the combination preliminary plat & final plat process into nine lots, consisting of eight multi-family lots and one common lot and have reserved the name Kelleher Subdivision No. 2. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

C. Exhibit Maps:



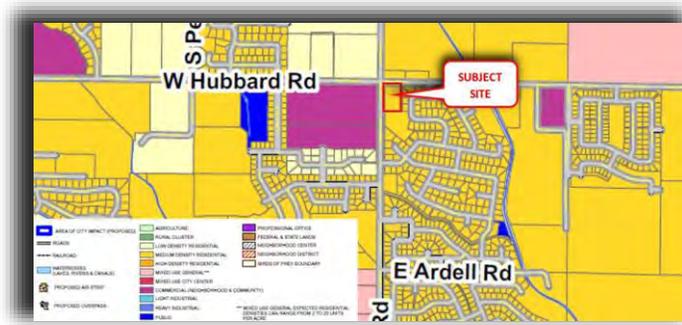


D. Site History:

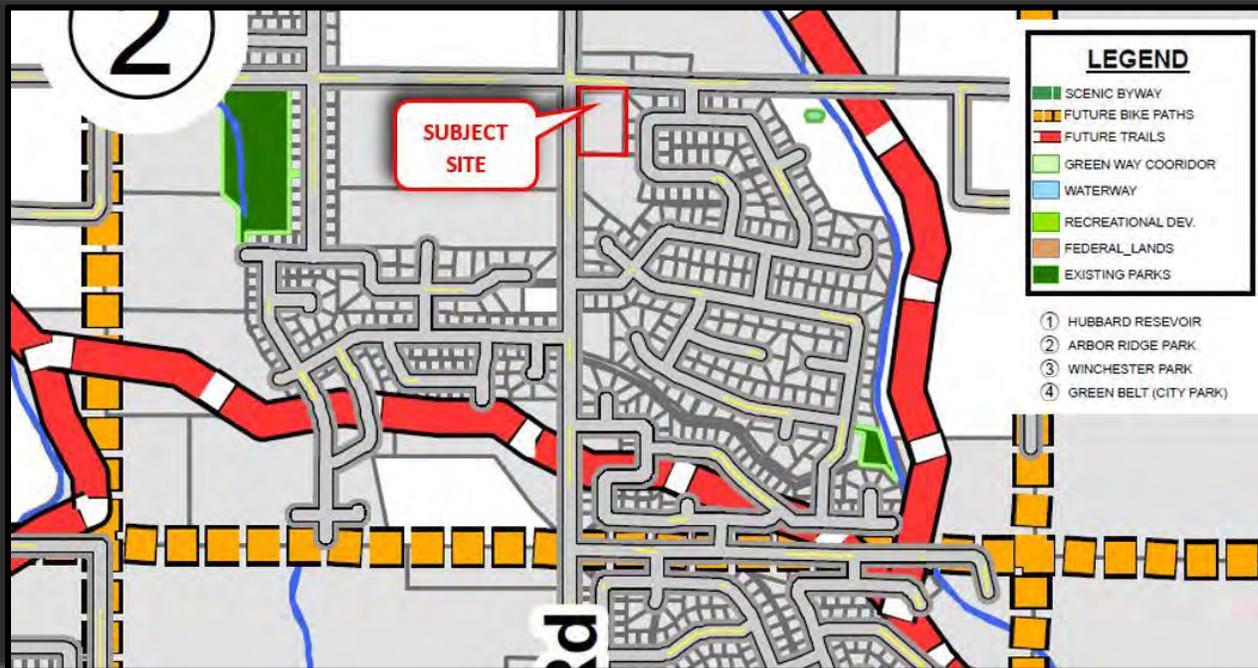
This parcel is lot 8 block 1 of Kelleher Subdivision. The original final plat for Kelleher Subdivision was recorded on October 12, 2006. Note ten on the original final plat identifies the subject property as a designated commercial property. In 2017, a previous owner went through the public hearing process in order to rezone the property from R-4 (medium-density residential) to C-1 (neighborhood commercial). City Council approved the rezone on December 19, 2017. The parcel in question has been vacant for a number of years. The subject property’s water rights were annexed per Ordinance 2006-36 on June 6, 2018 from the New York irrigation District.

E. General Projects Facts:

- 1. Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) identifies the subject site as medium-density residential.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail approximately 1,100 feet to the east of the site, situated along the Kuna Canal. There are no future pathways proposed through the project site.



3. **Surrounding Land Uses:**

North	C-1	Neighborhood Commercial – Kuna City
South	R-4	Medium Density Residential – Kuna City
East	R-4	Medium Density Residential – Kuna City
West	A	Agriculture – Kuna City

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

Property Owner	Parcel Size (Approximately)	Current Zone:	Parcel Number
Open Door Rentals, LLC	1.96 acres	C-1 (Neighborhood Commercial)	R4865420080

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- 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 subject site has remained bare and vacant since the final plat for Kelleher Subdivision recorded in October 2006. The site is relatively flat with an estimated average slope of 0% to 2%. According to the USDA Soil Survey for Ada County bedrock depth is estimated to be greater than 60 inches on the northern half of the property and between 20 inches to 40 inches on the southern half of the property.

7. **Transportation / Connectivity:**

Per comments received from Ada County Highway District when this property was rezoned, the applicant proposes to close the existing ingress/egress on North Linder Road, and proposes to construct a 31-foot wide driveway onto Hubbard Road from the site, located approximately 290-feet east of Linder Road. Within the subject site, the applicant proposes six-foot sidewalks throughout the development.

8. **Environmental Issues:**

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

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

- Kuna School District (Brenda Saxton; April 20, 2018) – Exhibit B2
- Department of Environmental Equality (Aaron Scheff; May 1, 2018) – Exhibit B3
- J&M Sanitation (Chad Gordon; May 1, 2018) – Exhibit B4
- Central District Health Department (May 7, 2018) – Exhibit B5
- Ada County Highway District (Stacey Yarrington; May 11, 2018) – Exhibit B6
- Boise Project Board of Control (Bob Carter; May 14, 2018) – Exhibit B7
- Kuna City Engineer (Paul Stevens; June 19, 2018) – Exhibit B8

F. **Staff Analysis:**

Applicant requests approval to subdivide approximately 1.96 acres through the combination preliminary plat & final plat process into nine lots, consisting of eight multi-family lots and one common lot and have reserved the name Kelleher Subdivision No. 2. Per Kuna City Code 6-2-3-B, a combination preliminary and final plat is permitted if the following criteria is met:

- 1) The proposed subdivision does not exceed ten (10) lots;
- 2) No new street dedication or street widening is involved;
- 3) No major special development considerations are involved, such as development in a floodplain, hillside development or the like;
- 4) All required information for both preliminary and final plat is complete and in an acceptable form. Staff has determined that this application meets all required criteria.

Applicant is aware that the development of these parcels will require connection to all city services and associated connection fees at time of building permit submittal. It is anticipated that development of this project will be completed in one (1) phase.

Under Article VIII of the Supplemental Declaration of Annexation, which establishes CC&Rs for Chapparosa Ridge Subdivision No. 2 (Platted as Kelleher), there is an ingress/egress deed across Lot 1, Block 1 for the express purpose of ingress/egress to lot 8, block 1 of the Chapparosa Ridge Subdivision No. 2. Access to Hubbard Road is guaranteed through these provisions.

The applicant has indicated that the current owner of the project site will remain within the Chapparosa Homeowners association. Owners of the lots will pay their per lot fees as required by the existing CC&Rs, which will give residents of the proposed project access to the neighborhood park. However, current members of the Chapparosa HOA will not be held financially responsible for the maintenance and upkeep of the multi-family project and its parking lot. The applicant has indicated that a sub, or second, HOA will be created specifically for maintenance of the multi-family project and its parking lot.

Applicant has proposed a 31-foot wide curb return type driveway access to the site on Hubbard Road located approximately 290-feet east of the Linder Road and Hubbard Road Intersection. Due to insufficient frontage, this

distance does not meet Ada County Highway District's Driveway Location policy, however staff at ACHD has recommended a modification of policy to allow the driveway to be located as proposed. The applicant has been made aware that this driveway access has been recommended by ACHD to be approved as a temporary full access with the condition that the driveway may be restricted to right-in/right-out as determined by ACHD and/or the City of Kuna. Staff would recommend that the applicant work with ACHD and conform to their recommended requirements.

The future land use map is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. Kuna's City Council recently granted these lands the C-1 (Neighborhood Commercial) zone, which allows for 100% lot coverage and allows multi-family development. Staff finds the proposed application to be in conformance with the current approved zoning.

Staff has determined this application complies with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Code title 67 chapter 65; and the Kuna Comprehensive Plan. Staff will rely on Council's determination as to whether or not to approve or deny Case No. 18-01-CPF (Combination Preliminary and Final Plat) subject to the conditions as stated in the staff report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 4, Building Regulations.
2. City of Kuna Zoning Ordinance Title 5, Zoning Regulations.
3. City of Kuna Zoning Ordinance Title 6, Subdivision Regulations.
4. City of Kuna Comprehensive Plan.
5. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

On July 25, 2018, the Planning and Zoning Commission has recommended denial for Case No. 18-01-CPF (Combination Preliminary and Final Plat). On September 18, 2018, The Kuna City Council will consider the case, including the application, agency comments, staff's memo, the application exhibits and public testimony presented or given.

I. Factual Summary:

The subject site is located at the southeast corner of Hubbard Road and Linder Road. The project consists of 1.96 (approx.) acres, within City limits. The subject site is zoned C-1 (Neighborhood Commercial). Applicant requests combination preliminary and final plat approval for multi-family lots and one common lot. The applicant proposes access from Hubbard Road.

J. Proposed Findings of Fact:

1. Based upon the record contained in Case No. **18-01-CPF** including the exhibits, staff's report and any public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves/ conditionally approves/ denies* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 18-01-CPF.
2. The Kuna City Council *accepts/denies* the facts as outlined in the staff report, the public testimony and the evidence offered during the hearing.

Comment: *The Kuna City Council will hold a public hearing on will hold a public hearing on the subject application on September 18, 2018 to hear from City Staff, the applicant and to accept public testimony. Council's decision is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case No. 18-01-CPF, this proposal *generally complies/does not generally comply* with the Comprehensive Plan and City Code.

Comment: *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna. The Comp Plan Map designates this property as Medium Density. City Council approved a C-1 (neighborhood commercial) zone on December 19, 2017.*

4. The Kuna City Council has the authority to approve, conditionally approve or deny case no. 18-01-CPF.

Comment: *On July 25, 2018, the Commission voted 3-1 to recommend denial of case no. 18-01-CPF. On September 18, 2018, the Council voted to approve/conditionally approve/deny case no. 18-01-CPF.*

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

Comment: *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on September 18, 2018.*

K. **Proposed Comprehensive Plan Analysis:**

The Kuna City Council may accept or reject the Comprehensive Plan components, and has determined the proposed combination preliminary and final plat request for the site *is/is not* consistent with the following Comprehensive Plan components as described below:

2.0 – Property Rights

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

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

6.0 – Land Use

Policy: Provide a variety of housing densities and types to accommodate various lifestyles, ages and economic groups.

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

Goal 3: Protect the quality of existing residential neighborhoods and ensure new residential development is sustainable. Provide a variety of housing opportunities to meet the needs of all Kuna residents.

Objective 3.1: Encourage and plan for the development of cohesive neighborhood units that incorporate a variety of housing densities and styles.

12.0 – Housing

Goal 1: Provide a wide-range of housing to meet the needs of the current and future population. Ensure that housing is available throughout the community for people of all income levels and for those with special needs.

Objective 1.1: Encourage the construction of housing that is safe, affordable and designed to accommodate a range of income levels and lifestyles.

Policy: encourage the development community to provide a variety of lot sizes, dwelling types, densities and price points.

L. Proposed Kuna City Code Analysis:

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

Comment: *The proposed application adheres/does not adhere to the applicable requirements of Title 4, Title 5 and Title 6 of KCC.*

2. The City Council feels the site *is/is not* physically suitable for the proposed development.

Comment: *The 1.96-acre (approximate) site does/does not appear to be suitable for the proposed development.*

3. The combination preliminary and final plat request *is/is not* likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

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

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

Comment: *The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

5. The application *does/does not* appear 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 combination preliminary and final plat request considers the location of the property and adjacent uses. The adjacent uses are residential, agricultural and commercial.*

6. The existing and proposed street and utility services in proximity to the site are suitable *or* adequate for multi-family units.

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

M. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No. 18-01-CPF, Council finds Case No. 18-01-CPF *does/does not* generally comply with Kuna City Code.
2. Based on the evidence contained in Case No. 18-01-CPF, Council finds Case No. 18-01-CPF generally *does/does not* generally comply with Kuna City Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

N. Commissioner's Recommendation for Denial:

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *denial* of Case No. 18-01-CPF (Combination Preliminary and Final Plat).

O. Determination by Council:

Note: These motions are for the approval, conditional approval or denial of the combination preliminary and final plat application. However, if the planning and Zoning Commission wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby (*approves/conditionally approves/denies*) Case No. 18-01-CPF (Combination Preliminary and Final Plat) (*with/without*) the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve all civil 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 civil plans.
 - 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 are required.
 - d. Kuna Municipal Irrigation District shall approve 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).
 - f. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. 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.
5. The landscape plan is considered a binding site plan. Landscaping shall be installed according to the submitted landscape plan dated March 16, 2018 (except as specifically approved otherwise).
6. 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.
7. If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the final plat.
8. 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.
9. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
10. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 18th day of September, 2018.



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

Preliminary Plat Checklist

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

Project name: Kelleher Subdivision No. 2 **Applicant:** Jane Suggs / WHPacific

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

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	X
✓	Vicinity map showing relationship of the proposed plat to the surrounding area with a 2-mile radius.	X
✓	Homeowner's maintenance agreement for the care of landscaped common areas.	X
✓	Legal description of the preliminary plat area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	X
✓	Proof of ownership—A copy of your deed <u>and</u> Affidavit of Legal Interest (for all interested parties involved).	X
✓	Letter of Intent indicating reasons and details for preliminary plat.	X
✓	Commitment of Property Posting form signed by the applicant/agent.	X
N/A	If preliminary plat includes 100 lots or more, please submit a traffic impact study. If preliminary plat includes 50 lots or more, please submit an estimate of tax revenue generation and an estimate of the public service costs to provide adequate service to the development.	
✓	A letter from Ada County Engineer with the Subdivision Name reservation. ANY name change(s) needs to be submitted and approved by the Planning & Zoning Director and Ada County Engineer.	X
N/A	Phasing Plan	N/A
N/A	Include Large Scale Development Requirements. KCC 6-5-4	N/A
✓	Landscape Plan— (in color)	X
✓	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	X
✓	8 1/2 x 11 proposed preliminary plat.	X
✓	Preliminary plat drawing on 24x36 quality paper drawn to scale of 1 to 100' or more. The following information shall be contained on the preliminary plat: ◇ Topography at two foot (2') intervals ◇ Land uses (location, layout, types & dimensions): residential, commercial & industrial land uses. ◇ Street right-of-ways: dimensions of right-of-way dedication for all roadways, street sections, improvements, etc. ◇ Easements/common space: utility easements, parks, community spaces ◇ Lots: layout and dimensions of lots ◇ Preliminary improvement drawing: show water, sewer, drainage, electricity, irrigation, telephone, natural gas, proposed street lighting, proposed street names, proposed subdivision name, fire hydrant placement, storm water disposal, underground utilities, and sidewalks..	X

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

Exhibit
A2

received
3.30.18



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.6989
Website: www.kunacity.id.gov

Final Plat Checklist

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

Project name: Kelleher Subdivision No. 2	Applicant: Jane Suggs / WHPacific
--	---

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

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

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

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





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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	18-01-CPF + 18-12-DR
Project name	Keller sub no. 2
Date Received	3.30.18
Date Accepted/ Complete	4.20.18
Cross Reference Files	
Commission Hearing Date	June 26 th , 2018
City Council Hearing Date	

Type of Review (check all that apply):

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

Contact/Applicant Information

Owners of Record: <u>Open Door Rentals, Inc.</u>	Phone Number: _____
Address: <u>1977 E. Overland Road</u>	E-Mail: _____
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: _____
Applicant (Developer): <u>Trilogy Development, Inc.</u>	Phone Number: <u>208-895-8858</u>
Address: <u>9839 W. Cable Car Street</u>	E-Mail: _____
City, State, Zip: <u>Boise, ID 83709</u>	Fax #: _____
Engineer/Representative: <u>Jane Suggs / WHPacific Inc.</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, ID 83705</u>	Fax #: _____

Subject Property Information

Site Address: <u>SE corner of Linder Road and Hubbard Road</u>	
Site Location (Cross Streets): <u>Linder Road, Hubbard Road</u>	
Parcel Number (s): <u>R4865420080</u>	
Section, Township, Range: <u>Section 13, T2N, R1W</u>	
Property size : <u>1.96 acres</u>	
Current land use: <u>empty lot</u>	Proposed land use: <u>eight 4-plex bldgs</u>
Current zoning district: <u>C-1</u>	Proposed zoning district: <u>C-1</u>



Project Description

Project / subdivision name: Kelleher Subdivision No. 2

General description of proposed project / request: subdivision of the 1.96 acre parcel for eight 4-plex buildings, plus common lots

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: N/A

Any existing buildings to remain? Yes No

Number of residential units: 32 Number of building lots: 8

Number of common and/or other lots: 1

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

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

Percentage of open space provided: _____ Acreage of open space: _____

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

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: _____

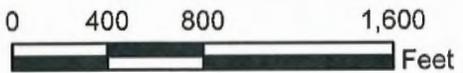
Proposed Lighting: _____

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

Applicant's Signature: *James Surr* Date: 3/28/18

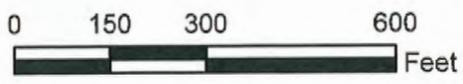


Kelleher Subdivision No. 2 Kuna, Idaho





Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Kelleher Subdivision No. 2 Kuna, Idaho

Jane Suggs

From: Shawn Brownlee <shawn@trilogyidaho.com>
Sent: Friday, March 30, 2018 10:36 AM
To: Jane Suggs
Subject: RE: Kelleher
Attachments: Chapparosa Ridge CCRs 104150179.pdf; Chapparosa Ridge Supplemental CCRS 2007 107028466.pdf; Chapparosa Ridge Amendment to CCRs 2007 107032242.pdf

Morning Jane,

Attached are the CCRs for Chapparosa Ridge Subdivision and the addendum that annexed Kelleher Subdivision into Chapparosa Ridge. Kelleher Subdivision No. 2 will continue to be a part of these CCRs and the HOA. There is information in these CCRs that addresses the maintenance of the landscaped common areas.

Thanks,



Shawn Brownlee
9839 W. Cable Car St
Suite 101
Boise, ID 83709
(208) 895-8858 office
(208) 860-8371 cell
(208) 895-0714 fax



ACCOMMODATION

9A 6765

ADA COUNTY RECORDER J. DAVID NAVARRO	AMOUNT 201.00	67
BOISE IDAHO 11/26/04 02:35 PM		
DEPUTY Bonnie Oberbillig		
RECORDED - REQUEST OF		
Pioneer	104150179	

**DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHAPPAROSA RIDGE SUBDIVISION**

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**DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION**

THIS DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAPPAROSA RIDGE SUBDIVISION ("**Declaration**") is made this 19th day of November, 2004, by Dyver Development, LLC, an Idaho limited liability company, hereinafter called "Grantor," and also sometimes hereinafter referred to as the original Grantor under this Declaration.

ARTICLE I RECITALS

- 1.1 Real Property Description.** Grantor is the owner of all that real property located in Ada County, Idaho, as described on Exhibit "A" attached hereto and incorporated herein by this reference. Such described real property, together with such additional real property as may hereafter be made subject to this Declaration by supplemental declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property, is hereinafter referred to as the "**Property.**"
- 1.2 Conditions.** Any development plans for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, in Grantor's sole discretion, and impose no obligations on Grantor as to how the Property is to be developed or improved. Any purchaser of a Building Lot, by acceptance of a deed therefor, acknowledges that said Building Lot is subject to currently enacted zoning and subdivision ordinances and regulations and such other governmental ordinances and regulations and approvals hereunder as may be in effect or as may from time to time be imposed, including, without limitation, that certain Development Agreement between the City of Kuna, Idaho, and Heartland Development, LLC, recorded May 1, 2003, as Instrument No. 103072938, Official Records of Ada County, Idaho ("**Development Agreement**"). Said purchaser, by acceptance of a deed to a Building Lot, acknowledges familiarity with the same, constructively or otherwise
- 1.3 Purpose.** The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "**Restrictions**") that apply to the Property. The Restrictions are designed to preserve the value, desirability and attractiveness of the Property, to ensure a quality development, and to guarantee the maintenance of the Common Area and improvements located thereon in a cost effective and administratively efficient manner.

ARTICLE II DECLARATION

Grantor hereby declares that the Property and those Tracts of real property subjected to this Declaration by the recordation of Supplemental Declarations of Annexation as provided herein, and each Building Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale thereof, and to enhance the value, desirability and attractiveness thereof. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Building Lot, parcel or portion thereof; shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest, each Owner, and each Owner's successors in interest; and, subject to the terms and conditions hereof, may be enforced by Grantor, Grantor's successors in interest, any Owner, any such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed so as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion thereof, including any Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing, nor Grantor's right to modify plans for the Property.

ARTICLE III DEFINITIONS

- 3.1 **"Architectural Committee"** shall mean the committee created by Grantor pursuant to ARTICLE V hereof, which may also be referred to herein as the "Committee".
- 3.2 **"Association"** shall mean CHAPPAROSA RIDGE SUBDIVISION NO.1 Homeowner's Association, Inc., to be organized by Grantor as described in Article VIII of this Declaration.
- 3.3 **"Building Lot"** shall mean a subdivision lot as specified or shown on any Plat or preliminary Plat of the Property and/or by any Supplemental Declaration, upon which Improvements may be constructed.
- 3.4 **"Declaration"** shall mean this Declaration as it may be amended from time to time.
- 3.5 **"Grantor"** shall mean Dyver Development, LLC, an Idaho limited liability company, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor.
- 3.6 **"Improvement"** shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes,

electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

- 3.7 **“Limited Assessment”** shall mean a charge against a particular Owner and such Owner’s Building Lot, directly attributable to the Owner, equal to the cost incurred by Grantor or the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration.
- 3.8 **“Member”** shall mean the Owner or Owners of a Building Lot in such Owner’s or Owners’ capacity as a member of the Association.
- 3.9 **“Owner”** shall mean the person or other legal entity, including Grantor, holding fee simple title of record to a Building Lot, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.
- 3.10 **“Person”** shall mean any individual, partnership, corporation or other legal entity.
- 3.11 **“Plat”** shall mean any subdivision plat now or hereafter covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof, and shall mean collectively all subdivision plats now or hereafter covering any or all of the Property.
- 3.12 **“Supplemental Declaration”** shall mean any Supplemental Declaration recorded by Grantor including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property, and/or adding or deleting a Tract or Tracts to or from the Property. A Supplemental Declaration which adds an additional Tract or Tracts to the Property may be referred to herein as a “Supplemental Declaration of Annexation.” A Supplemental Declaration which deletes a Tract or Tracts from the Property may be referred to herein as a “Supplemental Declaration of Deletion.”
- 3.13 **“Tract”** shall mean a defined portion of the Property (including that described on Exhibit “A,” or a portion of Exhibit “A”) which has been designated as a Tract by this Declaration or a recorded Supplemental Declaration of Annexation. Designation of a Tract is a sole and exclusive right of Grantor.

ARTICLE IV GENERAL AND SPECIFIC RESTRICTIONS

- 4.1 **Structures - Generally.** All structures (except for sales offices or similar facilities of Grantor) are to be designed, constructed and used in such a manner as shall be compatible with this Declaration, and shall meet the following minimum standards:
- 4.1.1 **Use, Size, Height and Construction of Dwelling Structure.** All Building Lots shall be improved and used solely for residential use. Except for Accessory Structures as may be approved as provided below, no Building Lot shall be improved except with a single family dwelling structure, which dwelling structure, excluding garages and porches, as required by the Development

Agreement, shall not be less than 1350 square feet on 40 lots (excluding common lots listed in Section 10.1), shall not be less than 1450 square feet on 40 lots (excluding common lots listed in Section 10.1), and shall not be less than 1650 square feet on 19 lots (excluding common lots listed in Section 10.1) and shall be designed to accommodate no more than a single family and occasional guests, and such other Improvements as are necessary or customarily incidental to a single family residence. No business or home occupation shall be conducted from said dwelling structure or Improvement, exclusive of Grantor's use thereof, including, without limitation, use by Grantor as a sales office intended for the sale of Building Lots or new homes thereon. Subject to other building restrictions set forth herein, no dwelling structure shall (i) exceed thirty (30) feet in height, and (ii) be more than two stories in height, including split-level designs. A basement or daylight basement shall not be counted as a story in determining compliance with this section. The dwelling structures and accessory structures shall be constructed on site, unless otherwise specifically permitted in writing by the Architectural Committee. Modular or manufactured homes or houses shall not be permitted. Already constructed homes or houses shall not be permitted to be moved onto a Building Lot.

- 4.1.2 Architectural Committee Review.** As required by the Development Agreement, no improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: size, height, scale, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other property, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, may deem relevant, from time to time.

The Architectural Committee shall be generally guided by the following:

- (a) The Committee shall not approve flat roofs, zero roof overhangs, or exterior roof construction of tarpaper, gravel or metal.
- (b) Exterior colors shall be of a flat or semi-gloss type and shall be limited to subdued tones. Colors shall be compatible with surrounding homes. Exterior colors must be approved in writing by the Architectural Committee prior to application. No bright colors, such as, by way of example but not limitation, yellow, pink or blue, will be allowed.
- (c) The Committee shall not approve any plans which contemplate visible construction with blocks of cement, cinder, pumice or similar materials,

unless the same is faced on the outside with wood, stone, stucco or similar materials and approved in writing by the Committee.

- (d) The Committee shall not approve any extreme, bizarre, or eccentric design or construction.
- (e) All roofs must have a pitch of at least 5/12. (Porches and covered patio roof pitch shall be addressed on a case by case basis in context with the overall appearance of the structure.)
- (f) Exterior surfaces of chimneys are to be of hardboard, stucco, wood, stone or brick.
- (g) Utility meters are to be placed in an unobtrusive location and concealed behind fences where possible. Location shall be shown on the site plan.
- (h) As required by the Development Agreement, front elevation must have some type of brick, stucco, or stone as approved by the Architectural Control Committee.

Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Tract in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or as may be specified in this Declaration or any Supplemental Declaration, whichever is more restrictive. This section is intended to comply with the building standards for the City of Kuna, Idaho. Any and all buildings shall comply, at a minimum, with City of Kuna Building Codes.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. No pools, pool slides, diving boards, hot tubs, spas, outbuildings, or similar items shall extend higher than ten (10) feet above the finished graded surface of the Building Lot upon which such item(s) are located, and no playhouses or playground equipment shall extend higher than ten (10) feet, except for basketball backboards, which may extend beyond this limit as reasonably required to accommodate a ten (10) foot rim.

4.1.5 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee consisting of concrete and shall be properly graded to assure proper drainage. No driveway shall be wider than the garage to which said driveway leads unless approved by the Architectural Committee.

- 4.1.6 Mailboxes.** All mailbox stands will be of consistent design, material and coloration as specified by the Architectural Committee. All mailboxes shall be standard sized black galvanized steel rural mailboxes and to assure uniformity, shall be located at places designated by the Architectural Committee and/or the Postal Service.
- 4.1.7 Fencing.** As required by the Development Agreement, street side fencing shall be installed on a Building Lot within sixty (60) days after occupancy permit, with wing fencing on interior lots, and wing fencing plus street side fencing on corner lots. Wing fencing shall be set back five (5) feet from each corner of the front of the residential structure, and street side fencing shall be set back ten (10) feet from the sidewalk. Subject to the foregoing, no fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet, or other lesser height as the Architectural Committee may require, above the finished graded surface. Fencing using natural landscaping as a visual and/or privacy barrier is strongly encouraged. "Invisible" fencing to control and contain dogs is strongly encouraged and shall be allowed. No fence shall be constructed of any material other than 6 foot dog eared cedar fencing, nor finished in any finish other than Columbia, True Walnut stain or the equivalent, except as may be specifically approved in writing by the Architectural Committee prior to construction. Any and all fencing shall comply with City of Kuna Building Codes.
- 4.1.8 Lighting.** Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, stands and all exposed accessories shall be harmonious with building design and shall be as approved by the Architectural Committee prior to installation. Lighting shall be restrained in design, and excessive brightness shall be avoided. During construction of the residential structure, as required by the Development Agreement, there shall be installed in the front yard within ten feet of the front boundary line a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts. Said pole light shall be at least five (5) feet in height.
- 4.2 Antennae.** No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to said Architectural Committee. Satellite dishes shall be allowed on the Property if size and location are submitted and approved by the Architectural Committee prior to installation. All such applications will be reviewed on a case-by-case basis.
- 4.3 Insurance Rates.** Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance or which would be in violation of applicable laws, regulations, and ordinances.

- 4.4 **No Further Subdivision.** Subject to the express provisions in this Declaration regarding easements, and subject to Section 4.20 below (Exemption of Grantor), no Building Lot as depicted on a final recorded Plat of the Property may be further subdivided, nor may any easement or other interest therein be granted, unless applied for or granted by Grantor.
- 4.5 **Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee except: (i) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots or new homes thereon; (ii) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (iii) such informational signs of customary and reasonable dimensions as prescribed by the Architectural Committee; and (iv) one (1) temporary sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease.
- 4.6 **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights shall be located, used or placed on the Property without the prior written approval of the Architectural Committee.
- 4.7 **Exterior Maintenance: Owner's Obligations.** No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or so as to damage adjoining property or facilities, the Architectural Committee, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Committee for the cost thereof. Such cost shall be a Limited Assessment and shall create an enforceable lien. The Owner of the offending Building Lot shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Architectural Committee in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore.
- 4.8 **Drainage.** There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether

natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee.

- 4.9 Grading.** The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to an approved grading plan shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Architectural Committee or a public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to such assessment as may be applicable. An approved grading plan means such plan as may have been approved by the applicable government agency and/or Architectural Committee. Without limitation on the foregoing, each Building Lot Owner shall grade and maintain, or cause to be graded and maintained, the grade of such Owner's Building Lot so that all storm water runoff and/or irrigation water runoff shall not drain to any other Owner's property except to an approved drainage easement area. All Building Lots shall be graded at the time of initial construction of Improvements thereon so that the front, side and rear yards drain sufficiently away from the foundation, and so that the Building Lot drains in a manner that will not cause damage or flooding to neighboring property. All drainage shall be in accordance with all local building code requirements. In the event that any Owner (or any Owner's builder, contractor, agent or employee) does not adequately grade and slope such Owner's Building Lot, and water drains onto neighboring property and causes ponding, flooding, or other damage, the offending Owner shall be responsible to remedy the problem and shall be solely liable for any injuries or damages occurring as a result of same. Grantor shall have no liability or obligation whatsoever relating to any Owner's inadequate grading or drainage of any Building Lot.
- 4.10 Irrigation.** No Owner shall excessively irrigate or water such Owner's Building Lot, so as to cause any damage or flooding to neighboring property. Grantor shall have no liability or obligation whatsoever relating to any Owner's excessive irrigation or watering of such Owner's Building Lot. The area wherein the Property is located is desert. Irrigation water is not always reliable and water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, governmental action, system breakdown, transmission failure, overuse by Building Lot Owners, or any other cause. No Building Lot shall have any right to continuous or unlimited water from any source, including, without limitation, from any pressurized irrigation system. Each Building Lot Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have acknowledged the foregoing, and to covenant and agree to be bound by and to comply with any and all rules or regulations for the use and rotation of irrigation water as may be imposed by Grantor, the Association or the Board.
- 4.11 No Hazardous Activities.** No activities shall be conducted on the Property, and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.
- 4.12 Unsightly Articles.** No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the

generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in such areas as approved by the Architectural Committee. Playground equipment, such as slides, swings, etc., shall not be permitted in the front yard of any Building Lot. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. Any holiday decorations may be placed no earlier than 30 days prior to the holiday and must be removed within 30 days after the holiday for which they were placed. No vacant residential structures shall be used for the storage of building materials.

- 4.13 No Temporary Structures.** No house trailer, mobile home, or tent (other than for short term individual use which shall not exceed one month unless approved by the Architectural Committee), no temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this restriction is any sales office established by Grantor for the Property.
- 4.14 No Unscreened Items.** No garbage cans, trash containers, firewood, boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar items, vehicles or equipment shall be placed or parked upon any portion of the Property (including without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.
- 4.15 No Mining or Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This section shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvement.
- 4.16 Energy Devices, Outside.** No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.
- 4.17 Vehicles.** Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. Motor homes and other recreational vehicles may be stored behind the front yard fence. No recreational vehicles shall remain parked on the driveway or street for more than is required for loading and unloading for typical use (approximately 72 hours).

- 4.18 Animals/Pets.** No animals, birds, insects, pigeons, poultry, etc. shall be kept on the Property unless the presence of such creatures does not constitute a nuisance nor conflict with any City of Kuna ordinance. This section does not apply to the keeping of up to two (2)-domesticated dogs, up to two (2)-domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of the Owner. With respect to any animal outside of the premises of the Owner, the Owner or the custodian of animal shall be responsible or the immediate clean up any animal droppings. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of five (5) feet from the side and fifteen (15) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from an adjacent Building Lot. The use of "invisible" fencing to control or restrain dogs to the respective animal Owners' Building Lot is strongly encouraged and is recommended.
- 4.19 Landscaping.** As required by the Development Agreement, upon substantial completion of the residential structure located thereon, each Building Lot shall have (i) in the front yard thereof, an underground sprinkler system, with rolled (sod) lawns, (ii) at least two (2), two inch (2") caliper conifer or deciduous trees, each tree to have a three foot (3') diameter surrounding tree ring, (iii) at least five (5) two (2) gallon shrubs, and (iv) if a corner lot, two (2) additional two inch (2") caliper trees installed on the street side of the residential structure with three foot (3') diameter surrounding tree ring. Within six (6) months of occupancy of the residential structure, the rear (and side, if applicable) yards of the Building Lot shall also be completed with grass, seed or sod and, in the rear yard, one (1) conifer or deciduous tree. An allowance of additional time shall be granted at the sole discretion of the Architectural Committee during the months of November through March given weather conditions and irrigation water availability. A landscape plan shall be submitted to and approved by the Architectural Committee prior to commencement of any landscaping work. In the event that any Owner shall fail or refuse to install the aforesaid landscaping, the Architectural Committee, upon ten days prior written notice to such Owner, shall have the right to enter upon such Owner's Building Lot for the purpose of installing the same, and such Owner shall promptly reimburse the Architectural Committee for the cost thereof. Such costs shall be a Limited Assessment and shall create an enforceable lien. The Owner of the offending Building Lot shall be personally liable, and such Owner's Building Lot may be subject to a mechanics' lien for all cost and expenses incurred by the Architectural Committee in taking such actions, plus all costs incurred in collecting the amounts due. The Owner of the offending Building Lot shall pay all amounts due for such work within (10) ten days after receipt of written demand thereof. The Association will assume the role of the Architectural Committee with respect to enforcement only upon the establishment of the Association.
- 4.20 Exemption of Grantor.** Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements to utility companies, public agencies or others, or to complete

excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot within the Property remains unsold, and regardless of whether a Building Lot is depicted on a final recorded Plat. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor for the development and disposal of the Property. Grantor may use any structures owned or leased by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property by an express written assignment recorded in the office of the Ada County Recorder. The original Grantor under this Declaration shall be entitled to reserve any such rights thereunder as such original Grantor may deem appropriate.

ARTICLE V ARCHITECTURAL COMMITTEE

- 5.1 Creation.** On or before thirty (30) days of the date on which Grantor first conveys a Building Lot to an Owner (other than Grantor), Grantor shall appoint at least one (1) individual to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause. Members of the Architectural Committee currently are:

The Board of Directors of the Homeowner's Association or the property management company that is being used at the current time.

- 5.2 Grantor's Right of Appointment.** Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee until Grantor has conveyed 100% of the aggregate Building Lots within the Property, as the same may be now or hereafter platted, or until ten (10) years after the recording date of this Declaration whichever occurs later. If a vacancy on the Architectural Committee occurs until a permanent replacement has been appointed, Grantor, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year. The original Grantor under this Declaration shall also have the right to appoint and remove all members of the Architectural Committee for a Tract annexed pursuant to a Supplemental Declaration, as shall be set forth in such Supplemental Declaration. Any Tract annexed pursuant to a

Supplemental Declaration shall be subject only to the control of the Architectural Committee specifically appointed for the Tract annexed.

- 5.3 Association's Right of Appointment.** After Grantor has conveyed 100% of the aggregate Building Lots within the Property, or ten (10) years after the recording date of this Declaration, whichever occurs later, the Association shall have the exclusive right to appoint and remove all members of the Architectural Committee.
- 5.4 Review of Proposed Construction.** The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, including the inspection of construction in conformance with plans approved by the Architectural Committee. The Architectural Committee shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction alterations, or additions contemplated thereby in the locations indicated are in conformity with this Declaration, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on Grantor, the Association, or the Property, as the case may be.
- 5.4.1 Conditions on Approval.** The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements for the maintenance thereof, and may require submission of additional plans and specifications or other information before approving or disapproving any material submitted.
- 5.4.2 Architectural Committee Rules.** The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.
- 5.4.3 Detailed Plans.** The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any such required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

- 5.4.4 Architectural Committee Decisions.** Responses by the Architectural Committee to the Applicant will be sent to the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed or otherwise delivered to the Applicant within twenty (20) days after the date of filing of all of said materials with the Architectural Committee.
- 5.5 No Waiver of Future Approvals.** The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent.
- 5.6 Compensation of Members.** The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by Grantor or the Association.
- 5.7 Non-Liability of Architectural Committee Members.** Neither the Architectural Committee nor any member or representative thereof shall be liable to Grantor, the Association, any Owner or any other party for any loss, damage or injury arising out of or in any way connected with performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee or such member or representative. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.
- 5.8 Variances.** The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, market conditions, or environmental considerations may require. Such variances must be evidenced in writing, and must be signed by at least one (1) member of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered

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

ARTICLE VI ANNEXATION AND DELETION OF TRACTS

- 6.1 **Annexation.** Grantor also intends to develop the property described on Exhibit "B" attached hereto and incorporated herein by this reference. Tracts of such property may be annexed into the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner by means of Grantor's recordation of a Supplemented Declaration of Annexation covering such Tract in the Office of the Ada County Recorder. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances. The original Grantor under this Declaration, as long as it owns any portion of the property described on Exhibit "B," without the approval of any Owner of any successor Grantor, shall be entitled to annex any Tract of such property, at any time, and from time to time, as such original Grantor deems appropriate. Such reserved right of annexation may be assigned by such original Grantor.
- 6.2 **Deletion.** Grantor may delete all or a portion of the Property, including the property described on Exhibit "A", and subsequently annexed Tracts, from the Property and from coverage of this Declaration so long as Grantor is the Owner of all such property being deleted and provided that Grantor records a Supplemental Declaration of Deletion in the office of the Ada County Recorder in the same manner as a Supplemental Declaration of Annexation. Owners other than Grantor shall not be entitled to delete all or any portion of the Property on written approval of Grantor so long as Grantor owns any portion of the Property. The original Grantor under this Declaration, as long as it owns all of the property within a Tract being deleted, shall be entitled to delete such Tract as aforesaid. Such reserved right of deletion may be assigned by such original Grantor.

ARTICLE VII EASEMENTS

- 7.1 **Drainage and Utility Easements.** Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots resulting from the normal use of adjoining Building Lots, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property, and Grantor reserves the right to grant such easements. In addition, Grantor reserves the right to grant additional

easements and rights-of-way over the Property to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

- 7.2 **Maintenance and Use Easement Between Walls and Lot Lines.** Whenever the wall of a structure or a fence or retaining wall is legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee, and is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed three (3) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.
- 7.3 **Easement Reserved unto Grantor and Association.** Grantor and the Association, as the case may be, shall have and are hereby granted a permanent easement to go upon the privately owned property of Owners to perform maintenance upon the Property, or any facilities or systems related thereto, and including, but not limited to, for purposes of snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence (if any) maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems. Without limitation on the foregoing, in the event an Owner shall fail or refuse to perform its maintenance or repair obligations as required under this Declaration, Grantor or the Association, as the case may be, shall have the power to enter onto said Owner's Building Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefore; provided, however, that Grantor or the Board of Directors of the Association, as the case may be, shall have delivered to such Owner reasonable advance written notice describing the maintenance or repairs required to be made and advising the Owner of Grantor's or the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth in such notice. The cost incurred by Grantor or the Association in performing such maintenance or repairs shall be a Limited Assessment and shall create an enforceable lien.

ARTICLE VIII CHAPPAROSA RIDGE SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

- 8.1 **Organization of Association; Bylaws.** The CHAPPAROSA RIDGE SUBDIVISION Homeowner's Association, Inc. (Association) shall be organized by Grantor as an Idaho corporation under the provisions of the Idaho Code relating to general non-profit

corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The following sections of this Article VIII set forth, collectively, the Bylaws of the Association ("**Bylaws**").

8.2 Membership: Register: Voting.

8.2.1 Membership. The Owners of the Building Lots within the Property, including the property described on Exhibit "A" and any subsequently annexed Tracts from the property described on Exhibit "B," shall constitute the Association. Each Owner of a Building Lot shall automatically become a member of the Association upon taking title to such Building Lot. Membership shall be appurtenant to and may not be separated from Ownership of any Building Lot.

8.2.2 Voting. The Association shall have two (2) classes of voting membership:

Class A: The Class A members shall be all Owners, with the exception of Grantor (during the period when Grantor is a Class B member). Each Class A member shall be entitled to one vote for each Building Lot owned on any matter to come before the members for a vote pursuant to this Declaration, the Articles, the Bylaws or pursuant to law. Owners of a Building Lot as joint tenants, tenants in common, community property, or other ownership involving more than one Owner, shall be joint members of the Association, but the vote of the Building Lot shall be cast as a single vote.

Class B: The sole Class B member shall be Grantor, who shall be entitled to three (3) votes for each Building Lot owned. The Class B membership shall cease and be automatically converted to Class A membership (one Class A membership for each Building Lot owned) when all the Tracts have been added to the Property by recordation of the Supplemental Declaration of Annexation and when following such addition, the total votes outstanding in Class A memberships equal the total votes outstanding in the Class B membership. For purposes of calculating the number of votes outstanding in each class of membership, all Building Lots, which have been officially platted as of the date the vote is taken shall be included, whether such Building Lots are a part of the Property as described on Exhibit "A" attached hereto, or were subsequently added to the Property pursuant to a Supplemental Declaration of Annexation.

8.2.3 Persons Under Disability. Minors and persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified and acting guardian of their estate voting on their behalf, or, in the case of a minor with no legal guardian of such minor's estate, through a parent having custody of the minor.

8.3 Meeting of Members.

- 8.3.1 Place.** Meetings of the members of the Association shall be held at such suitable place as may be convenient to the membership and designated from time to time by the Board.
- 8.3.2 Annual Meetings.** The annual meeting of the Association shall be held in the first quarter of each year, on a date fixed by the Board. At such annual meeting, there shall be a financial report, if applicable, the Owners shall elect members to the Board or fill vacancies therein, and such other business shall be transacted as may properly come before the meeting.
- 8.3.3 Special Meetings.** It shall be the duty of the president to call a special meeting of the Association as directed by resolution of the Board or upon the written request of a majority of the Board or upon the written request of Owners having one-third (1/3) of the votes of the membership. A meeting called at the request of the members shall be held at such time as the president may fix, which time shall not be less than fifteen (15) nor more than thirty (30) days after the receipt of the written request therefore.
- 8.3.4 Notice of Meeting.** It shall be the duty of the secretary to give notice of each annual and special meeting, stating the purpose thereof and the time and place where it is to be held, to each member of the Association and to each mortgagee that has requested notice. Notice shall be given at least ten (10) days before annual meetings and at least ten (10) days before special meetings. Before any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by such member of timely and adequate notice unless such member expressly challenges the notice when the meeting begins.
- 8.3.5 Quorum.** The presence in person or by proxy of members of the Association holding twenty-five percent (25%) of all the votes of each class of membership shall constitute a quorum for the transaction of business at any meeting of members of the Association.
- 8.3.6 Proxies.** Any Building Lot Owner may vote by proxy. Proxies shall be in writing, signed by the owner and filed with the Board. Proxies may be revoked at any time by written notice to the Board. Any designation of proxy may be signed by all Owners of a Building Lot; but when husband and wife are Owners, the proxy needs to be signed by only one spouse unless the other spouse notified the Board not to accept the proxy.
- 8.3.7 Majority Vote.** Except as otherwise provided by statute, by this Declaration, or by the Bylaws, passage of any matter submitted to vote at a meeting where a quorum is in attendance shall require the affirmative vote of at least fifty-one percent (51%) of the votes of the membership.
- 8.3.8 Order of Business.** The order of business at meetings of the Association shall be as follows unless dispensed with no motion:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors (annual meeting or special meeting called for such purpose);
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

8.3.9 Parliamentary Authority. In the event of dispute, the parliamentary authority for the meetings shall be the most current available edition of Robert's Rules of Order.

8.4 Board of Directors

8.4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of three (3) directors, who shall be elected by ballot from the members of the Association. The members of the Association at any annual meeting may change the number of directors retroactively by amending this provision, but shall not reduce the number below three (3) or in such a manner to deny an incumbent director (unless removed for cause) a full term of office.

8.4.2 Powers and Duties. The Board shall have the powers and duties provided for in the Idaho Non-Profit Corporation Act and in this Declaration, and all other powers necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited by statute or by this Declaration required to be done in another manner.

8.4.3 Election and Term of Office. The initial directors named in the Articles shall serve until the first day of the calendar month following the date of adjournment of the first annual meeting. Thereafter, the term of office for directors shall begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected. The normal term of office for directors will be for three (3) years and until their successors are elected and take office. However, to provide for staggered terms, at the first annual meeting, one-third (1/3) of the number of directors (or the whole number nearest to one-third) shall be elected for one (1) year, the same number shall be elected for two (2) years, and the remainder shall be elected for three (3) years.

- 8.4.4 Vacancies.** Vacancies on the Board caused by reasons other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so selected shall be a director until a successor is elected at the next annual meeting of the Association to serve the balance of the unexpired term.
- 8.4.5 Removal of Directors.** At any regular or special meeting, any one or more of the directors may be removed with or without cause by the Owners of a majority of the Building Lots and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.
- 8.4.6 Compensation.** No compensation shall be paid to directors for their services as directors.
- 8.4.7 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days before the day fixed for the meeting.
- 8.4.8 Special Meetings.** Special meetings of the Board may be called by the president on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by either the president or the secretary in like manner and on like notice on the written request of any two (2) directors.
- 8.4.9 Waiver of Notice.** Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by such director of timely and adequate notice unless such director expressly challenges the notice when the meeting begins.
- 8.4.10 Quorum.** At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.
- 8.4.11 Open Meeting.** Any Building Lot Owner may attend any meeting of the Board, but shall not be entitled to participate.

8.5 Officers

- 8.5.1 Designation.** The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer, all of whom shall be elected by the Board. The directors may appoint such other officers as in their judgment may be necessary or desirable. Two or more offices may be held by the same person,

except that a person may not hold offices of president and secretary simultaneously.

8.5.2 Election of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be elected at any such meeting.

8.5.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

8.5.4 President. The president shall be the chief executive officer of the Association. He shall, when present, preside at all meetings of the Association and of the Board and shall have all the powers and duties usually vested in the office of the president.

8.5.5 Vice President. The vice president shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

8.5.6 Secretary. The secretary shall keep the minutes of all meetings of the board and of the Association, and shall have custody of the business records of the Board and the Association, other than financial records kept by the treasurer. He shall also perform such other duties as may be prescribed by the Board.

8.5.7 Treasurer. The treasurer shall have responsibility of the Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

8.5.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, this Declaration and the Bylaws.

8.5.9 Compensation. No compensation shall be paid to officers for their services as officers.

8.5.10 Grantor's Powers. In accordance with this Declaration, Grantor or Grantor's agent may exercise the powers of the officers until officers are elected.

8.6 Powers and Duties of the Association

8.6.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly

set forth in the Articles, the Bylaws and this Declaration, and may do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the Common Areas and the performance of the other responsibilities herein assigned, including without limitation, as set forth in the following subsections:

- (a) **Assessments.** The power to levy assessments (annual, special and limited) on the Owners of Building Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.
- (b) **Right of Enforcement.** The Association or any Owner or the owner of any recorded mortgage upon any part of the Property shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$25.00 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that the Owner is given fifteen (15) days advance written notice of the proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, be oral or in writing. The notice shall be given personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown in the records of the Association and shall state the place, date and time of the hearing. The hearing shall be conducted by the Board of Directors of the Association or by a committee composed of not less than three (3) persons appointed by the Board of Directors. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any Owner challenging the monetary penalty imposed as provided herein, including and claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Building Lot is subject, shall be in addition to any assessments levied by the Association pursuant to the provisions of ARTICLE IX of this Declaration, and shall not be subject to any of the requirements, limitations or restrictions on the amount or uniformity of assessments contained herein. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration or in the event the Association retains legal counsel in connection with any of its methods of enforcement as set forth herein, the Association or the enforcing Owner shall be entitled to recover from the Owner against whom an enforcement is sought, all attorney fees and costs incurred as a consequence hereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject. Failure by an Association, or by any Owner, to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- (c) **Delegation of Powers.** The authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.
- (d) **Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable ("Association Rules"). The Association Rules shall govern the use of the Common Area by the Owners, families of an Owner, or by an invitee, licensee, lessee, or contract purchaser of an Owner, provided, however, the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. In the event of any conflict between (i) any Association Rule and (ii) any provision of this Declaration, the Articles or the Bylaws, the Association Rules shall be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such conflict. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, may, but need not be mailed or otherwise delivered to each Owner, or recorded. Upon such mailing, delivery or recordation, said Association Rules shall have the same force and effect as if they were set forth in and were a part of the Restrictions. In addition, as to any Owner having actual knowledge of any Association Rules, such Association Rules shall have the same full force and effect and may be enforced against such Owner.
- (e) **Emergency.** The Association or any person authorized by the Association may enter upon any Building Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.
- (f) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance of the Common Area or the preservation of the health, safety convenience and welfare of the Owners, or for the purpose of constructing, erecting, operating or maintaining:
- (i) Underground lines, cables, wires, conduits and other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

- (ii) Public sewer, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and
- (iii) Any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association.

- (g) **Duties of the Association.** In addition to the power delegated to it by the Articles and the Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:
 - (i) **Operation and Maintenance of Common Area.** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association.
 - (ii) **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the Common Area owned and managed by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.
 - (iii) **Water and Other Utilities.** Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area and other property owned or managed by the Association.
 - (iv) **Insurance.** Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

- (a) Comprehensive public liability insurance insuring the Board, the Association Grantor and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area or other property owned or managed by the Association. Limits of liability of such coverage shall be as follows: Not less than Five Hundred Thousand Dollars (\$500,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence with respect to personal injury or death, and property damage.
- (b) Such other insurance including Worker's Compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.
- (c) The Association shall be deemed trustee of the interest of all Members of the Association in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
- (d) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.
- (e) Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements of the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association and the Veterans Administration to the extent applicable to the Property and/or the Association.

- (v) **Rule Making.** Make, establish, promulgate, amend and repeal the Association Rules.
- (vi) **Architectural Committee.** Appoint and remove members of the Architectural Committee, all subject to the provisions of this Declaration.
- (vii) **Drainage Systems.** Operate, maintain, repair and replace all drainage and sprinkler systems installed on or used in connection with Common Area, provided said improvements are not maintained by the appropriate municipality.
- (viii) **Rights-of-Way Maintenance.** Maintain, repair and replace all irrigation lines or channels located in or serving the Common Area, and to pay all maintenance and construction fees of the irrigation district with respect to the property, which amounts shall be assessed against each Building Lot as provided herein.

8.7 **Handling of Funds**

8.7.1 **Accounts.** The Association shall establish the necessary funds or accounts to provide properly for the operation and maintenance of the Association. Overall superintendence of these funds shall be the responsibility of the treasurer of the Association. All accounts with banks or other depositories shall require the signature of two (2) officers on checks or other withdrawals.

8.8 **Amendment.** The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors or by the members of the Association at any regular or special meeting; provided, however, that any amendment of the Bylaws shall be subject to the limitations set forth in this Declaration.

ARTICLE IX COVENANT FOR MAINTENANCE ASSESSMENTS

9.1 **Creation of the Lien and Personal Obligation of Assessments.** For each Building Lot owned within the Property, each Owner (subject to the provision in Section 9.4) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Set-up fee to be collected at the close of each Building Lot in the amount One Hundred and no/100 (**\$100.**) payable to the Grantor. Upon each transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of twenty five and no/100 (**\$25.**)
- (b) Annual regular assessments.

- (c) Special assessments for capital improvements, such assessments to be established and collected as herein provided.
- (d) Limited Assessments as herein provided.

The set-up fee, annual, special and Limited Assessments, together with interest as allowed by this Declaration, the Bylaws or Idaho law, whichever is greater, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees incurred in a collection effort, whether or not suit has been filed, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to an Owner's successors in title unless expressly assumed by them.

9.1.1 Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Area, and to pay the annual assessments of the irrigation district and other financial obligations.

9.1.2 Special Assessments for Capital Improvements. In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes of the membership, either in person or by proxy at a meeting duly called for this purpose.

9.1.3 Limited Assessments. Limited Assessments may be levied against any Owner in an amount equal to the costs and expenses incurred by Grantor or the Association, including, without limitation, legal fees, whether or not suit has been filed, for any corrective action taken by Grantor or the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or the occupant of such Owner's Building Lot, or the agents, contractors or employees thereof. Such costs and expenses shall include, without limitation, costs and expenses incurred for the repair and replacement of Common Area or other property owned or maintained by Grantor or the Association, and for landscaping performed by Grantor or the Association which has not been performed by such Owner as provided herein.

9.2 Maximum Annual Assessment Until January 1 of the year immediately following the conveyance of the first Building Lot to an Owner, the maximum annual regular assessment shall be One Hundred fifty and no/100 (\$150.) per Building Lot, to be billed and paid monthly, quarterly, semi-annually, or annually. Said billing schedule shall be determined at the discretion of the Board of Directors

- (a) From and after January 1 of the year immediately following the conveyance of the first Building Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association as provided below.
- (b) From and after January 1 of the year immediately following the conveyance of the first Building Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of three-fourths (3/4) of the votes of the membership, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

9.3 Notice and Quorum for any Action Authorized Under Sections 9.1 and 9.2. Written notice of any meeting called for the purpose of taking any action authorized under Sections 9.1 and 9.2 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

9.4 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Building Lots and may be collected on a semi-annual basis; provided, however, that during the time there is a Class B member, such Class B member's obligation shall be limited to the difference between the amount of regular and special assessments levied against all Building Lots not owned by Grantor and the amount of the Association's actual expenses rather than those sums otherwise due by Class A members established in 9.1 and/or 9.2 above.

9.5 Date of Commencement of Annual Assessments-Due Dates. The annual regular assessments provided for herein shall commence as to all Building Lots on January 1, 2004. The Board of Directors shall fix the amount of the annual assessment against each Building Lot at least thirty (30) days in advance of each annual assessment period. Written Notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Building Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Building Lot is binding upon the Association as of the date of its issuance.

9.6 Effect of Nonpayment of Assessments – Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the

due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Building Lot.

- 9.7 **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Building Lot shall not affect the assessment lien. However, the sale or transfer of any Building Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 9.8 **Effect of Nonpayment as Against Mortgagees.** No mortgagee shall be required to collect an assessment, and the failure of a Building Lot Owner to pay assessments shall not by itself cause a default under an insured (HUD/VA) mortgage.

ARTICLE X IDENTIFICATION AND USE OF COMMON AREA

- 10.1 **Common Area.** The Common Area granted to the Association is:

Lots 1 and 6, Block 1; Lots 2 and 22, Block 5; Lots 9 and 19, Block 3.

This Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions) and shall be owned and maintained by the Association.

- 10.1.1 **Notes.** The Common Area is subject to the following "Notes," as stated on the final recorded Plat for CHAPPAROSA RIDGE SUBDIVISION, recorded in County of Ada, Idaho:

Lot 6, Block 1, and Lot 19, Block 3, are common area lots for the purpose of storm water detention and are to be owned and maintained by the Homeowner's Association. Landscape over said lots shall be maintained by the homeowner's association. Lots shall remain free of encroachments and obstructions which may adversely impact the drainage system.

Lot 1, block 1, and lot 2, block 5, are common area lots for the purpose of landscape. Landscape over said lots shall be owned and maintained by the Homeowner's Association.

A 10 foot wide permanent easement for public utilities, drainage, and irrigation is hereby designated along the subdivision boundary and rear lot lines and 5 feet each side of interior lot lines unless otherwise dimensioned.

This development recognizes section 22-4503 of Idaho code, Right to Farm Act, which states "no agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."

Lot 22, Block 5, is a common area lot for the purpose of gravity irrigation and pressure irrigation and is to be owned and maintained by the homeowner's association.

This subdivision is subject to compliance with Idaho code section 31-3805 concerning irrigation water.

Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.

Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the city of Kuna and Ada County.

Direct access to N. Linder road from any lot except Lot 1, Block 5 is prohibited.

Lot 9, Block 3 is for the purpose of an existing irrigation ditch. To be owned and maintained by the homeowner's association.

Lot 18, block 3, is for the purpose of a municipal well site, and is to be owned and maintained by the city of Kuna.

There is a permanent Ada County Highway District Storm Drain Easement Inst. #103176025, Ada County Records, for Lot 6, Block 1 and Lot 19, Block 3.

Note *- These notes are as recorded on the final plat of Chapparosa Ridge Subdivision with the exception of the first note which reflects the Affidavit of Correction, Inst #104049652. This correction was made to fix a typographical error.

10.1.2 Detention Pond Maintenance. Detention ponds expenses, including but not limited to, upkeep and maintenance; shall be paid for by the Association upon acceptance of detention pond improvements by the City of Kuna and the Ada County Highway District. Grantor shall be responsible for any and all maintenance and expenses prior to City acceptance of said improvements. Maintenance consists of inspecting the detention pond facilities yearly during the summer and after any major storm to ensure they are functioning properly. See attached Exhibit "C" to these Covenants, Conditions and Restrictions for

Chapparosa Ridge Subdivision: "Operation and Maintenance Manual for Light Maintenance of the Storm Water Retention Pond."

Storm Water Detention Pond Maintenance as required by the Ada County Highway District shall include but not be limited to the following:

- (a) The District has the right to inspect such facilities, and if necessary, promptly perform any required maintenance.
- (b) The District must agree to any changes in previously approved documents.
- (c) The District shall be allowed to assess the costs of any required maintenance to the Storm Water Detention Pond property within the development, including the use of liens and/or assessment of maintenance costs against the real property taxes owed by the lots within the development.

Maintenance shall include the following:

- (a) **Trash Cleanup.** Any trash found within the boundary of the pond lots shall be collected and disposed of offsite.
- (b) **Bank Stability.** During the periodic inspections, the banks of the pond shall be checked for any water spots, water entering the pond from adjacent lots, rodent holes and bank erosions. If any serious problems are discovered, the Association shall contact a licensed earthwork contractor to make the necessary repairs to the pond.

The Association shall not be dissolved or relieved of its responsibility to maintain the defined Common Area and facilities therein without the prior written approval from the City of Kuna and the Ada County Highway District.

The Association and all Building Lot Owners by accepting title to a Building Lot agree that all Building Lot Owners within this Subdivision are benefited property Owners of such maintenance.

10.2 Use. Every Building Lot Owner shall have a right and easement of enjoyment in and to the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every Building Lot, subject, however, to the applicable provisions set forth in this Declaration.

10.3 Liability to Building Lot Owners. No individual Building Lot Owner shall have liability for damage to the Common Area or liability for injury to another arising out of someone's use of the Common Area, merely by virtue of being a Building Lot Owner.

ARTICLE XI MISCELLANEOUS

- 11.1 **Term.** The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions and equitable servitudes shall be automatically extended for successive periods of ten (10) years each, unless, prior to expiration of the term or extended term then in effect (as the case may be) of this Declaration, the term is extinguished by an instrument signed by members entitled to cast not less than three-fourths (3/4) of the votes of the membership of the Association. Except as otherwise specifically provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended as set forth below. Any amendment or election not to extend the term must be recorded, and shall not be effective or binding until it is recorded in the Official Records of Ada County, Idaho.
- 11.2 **Amendment**
- 11.2.1 **By Grantor; Grantor's Consent Required.** Until the recordation of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated only by Grantor by recordation of written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made only by Grantor by an Amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract. Without limitation on the foregoing, and notwithstanding anything to the contrary as may be set forth below or elsewhere in this Declaration, as a right reserved unto the original Grantor under this Declaration, as long such original Grantor owns any portion of the property described on Exhibit "B" which has not yet been annexed into the Property, no amendment to or termination of this Declaration shall be effective or enforceable without the prior written consent of such original Grantor. Such reserved right of consent may be assigned by such original Grantor.
- 11.2.2 **After Sale of First Building Lot.** Subject to the required prior written consent of the original Grantor under this Declaration, as set forth in Section 11.2.1, after the recordation of the first deed to a Building Lot, the provisions of this Declaration may be amended by a written instrument approved by Owners holding at least three-fourths (3/4) of the votes of the membership of the Association.
- 11.2.3 **Development Agreement.** Notwithstanding anything to the contrary in this Declaration, without the agreement of the City of Kuna, Idaho, this Declaration may not be amended in any manner which would materially affect the rights of the City of Kuna under the Development Agreement.
- 11.3 **Notices.** Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been

deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to Grantor, the Association or any other person or entity for the purpose of service of notices by such person or entity, or to the address of an Owner's Building Lot, if no other address for notices has been given to such person or entity by such Owner. Such address may be changed from time to time by notice in writing given in compliance with the foregoing.

11.4 Enforcement and Non-Waiver

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

11.4.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association, or any Owner of a Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor or the Association may enforce by self-help any of the provisions hereof, and only if such self-help is preceded by reasonable notice to the Owner.

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

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

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

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

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

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

- 11.5.3 Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- 11.5.4 Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.
- 11.6 Successors and Assigns.** All references herein to Grantor, an Owner, or a person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owner, or person.
- 11.7 Assignment by Grantor.** Any or all rights, powers and reservations of Grantor herein contained may be assigned to any person or entity which is now organized or which may hereafter be organized and which will assume the duties of Grantor hereunder pertaining to the particular rights, powers and reservations assigned, and, upon any such person or entity evidencing his, her or its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein. In the event of any such assignment and assumption, Grantor shall be released from any liability or obligation arising under this Declaration and accruing after the date of such assignment and assumption, except with respect to any rights, powers and reservations as may have been reserved unto Grantor. All rights of Grantor hereunder reserved or created shall be held and exercised by Grantor alone, so long as it owns any interest in any portion of the Property or a Tract that may be annexed into the Property, which Property or Tract is subject to such reserved or created rights.
- 11.8 Existing Home.** Let it be noted that Lot 1, Block 5 and the house located thereon are not subject to the Declaration Establishing Covenants, Conditions and Restrictions for Chaparrosa Ridge Subdivision.

ARTICLE XII

ARTICLE XIII INDEMNIFICATION

To the full extent permitted by applicable law, Grantor, each member of the Board, each member of an Association committee, and each officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceedings to which he, she or it may be a party, or in which he, she or it may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he, she or it holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such person or entity is adjudged guilty of willful misfeasance in the performance of his, her or its duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association; and further provided that this right of

Exhibit "A"

Project: CHAPPAROSA SUBDIVISION

A parcel of land being a portion of the northwest ¼ of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar marking the southwest corner of said northwest ¼ of Section 13;

Thence North 00°03'29" East (formerly South 00°00'43" East) coincident with the west line of said northwest ¼ of Section 14 a distance of 1091.54 feet (formerly 1091.56 feet) to a 5/8" rebar PLS 4431 marking the POINT OF BEGINNING;

Thence continuing North 00°03'29" East (formerly South 00°00'43" East) coincident with said west line of the northwest ¼ a distance of 978.26 feet to a 5/8" rebar PLS 5461;

Thence South 50°16'25" East (formerly North 50°16'37" West) 664.84 feet (formerly 664.83 feet) to a 5/8" rebar PLS 5461;

Thence South 80°12'58" East (formerly North 80°13'10" West) 1308.76 feet (formerly 1341.00 feet) to a 5/8" rebar PLS 5461 on the westerly right-of-way line of the Kuna Canal;

Thence South 10°53'05" West along said westerly right-of-way line of the Kuna Canal a distance of 191.73 feet to a 5/8" rebar PLS 5461;

Thence South 6°24'26" West along said westerly right-of-way line of the Kuna Canal a distance of 137.96 feet to a 5/8" rebar PLS 5461;

Thence South 8°52'24" West along said westerly right-of-way line of the Kuna Canal a distance of 149.05 feet to a 5/8" rebar PLS 5461;

Thence South 2°20'13" West along said westerly right-of-way line of the Kuna Canal a distance of 110.08 feet to a 5/8" rebar PLS 5461;

Thence South 13°05'24" East along said westerly right-of-way line of the Kuna Canal a distance of 127.29 feet to a 5/8" rebar PLS 5461;

Thence South 17°31'13" East along said westerly right-of-way line of the Kuna Canal a distance of 138.59 feet to a 5/8" rebar PLS 5461;

Thence South 19°01'58" East along said westerly right-of-way line of the Kuna Canal a distance of 159.23 feet to a 5/8" rebar PLS 5461;

Thence South 21°11'40" East along said westerly right-of-way line of the Kuna Canal a distance of 46.31 feet to a 5/8" rebar PLS 5461 on the northerly boundary of Hawksnest Subdivision No. 2 as shown on file in Book 84 of Plats at Page 9433, in the Ada County Records Office;

Thence South 77°29'58" West (formerly North 77°27'12" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 17.40 feet to a 5/8" rebar PLS 4431;

Thence North 38°47'10" West (formerly South 38°49'56" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 84.84 feet to a 5/8" rebar PLS 4431;

Thence North 82°43'02" West (formerly South 82°45'48" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 169.82 feet to a 5/8" rebar PLS 4431;

Thence South 69°55'02" West (formerly North 69°52'16" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 362.21 feet to a 5/8" rebar PLS 4431;

Thence North 51°40'57" West (formerly South 51°43'43" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 278.73 feet to a 5/8" rebar PLS 4431;

Thence North 38°26'07" West (formerly South 38°23'53" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 179.04 feet to a 5/8" rebar PLS 4431;

Thence North 69°36'07" West (formerly South 69°38'53" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 92.43 feet to a 5/8" rebar PLS 4431;

Thence North 84°21'23" West (formerly South 84°24'09" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 135.47 feet to a 5/8" rebar PLS 4431;

Thence North 80°22'48" West (formerly South 80°25'34" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 80.25 feet to a 5/8" rebar PLS 4431;

Thence North 46°42'30" West (formerly South 46°45'16" East) along said northerly boundary line of Hawksnest Subdivision No. 2 a distance of 97.97 feet to a 5/8" rebar PLS 4431 marking the northwest corner of said Hawksnest Subdivision No. 2 and the northeast corner of Hawksnest Subdivision No. 1 as shown on file in Book 84 of Plats at Page 9291, as on file in the Ada County Recorders Office;

Thence North 61°49'15" West (formerly South 61°52'01" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 22.87 feet to a 5/8" rebar PLS 4431;

Thence North 49°18'17" West (formerly South 49°21'03" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 178.87 feet to a 5/8" rebar PLS 4431;

Thence North 60°58'49" West (formerly South 61°01'36" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 178.48 feet to a 5/8" rebar PLS 4431;

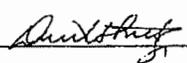
Thence North 71°46'15" West (formerly South 71°49'01" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 283.96 feet to the POINT OF BEGINNING.

The parcel above described contains 38.63 acres, more or less.

Basis of bearings for this parcel is North 00°03'29" East between the 5/8" rebar marking the west 1/4 corner and a brass cap marking the northwest corner of Section 13.

Together with and subject to covenants, easements, and restrictions of record.

David S. Short Jr., P.L.S.
End of Description



8/12/2007 License No. 5461

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/28/07 11:18 AM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 18.00



107028466

ACCOMMODATION

0A8571

SUPPLEMENTAL DECLARATION OF ANNEXATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION NO 2
(Platted as Kelleher Subdivision)

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Dyver Development, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Kuna, County of Ada, State of Idaho, which is particularly described as:

Kelleher Subdivision No. 1 according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982, instrument #106162930 recorded October 13, 2006; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference:

WHEREAS, Declarant has heretofore recorded a Declaration Establishing Covenants, Conditions and Restrictions for Chapparosa Ridge Subdivision No. 1, recorded on November 26, 2004, as Instrument Number: 104150179, records of Ada County, Idaho.

WHEREAS, Chapparosa Subdivision #2 (platted as Kelleher Subdivision No. 1), herein after referred to as Chapparosa Subdivision #2 is being developed according to a master plan of development and is thereby related to Chapparosa Ridge Subdivision No. 1, and Declarant desires that Chapparosa Subdivision No. 2 be subject to the covenants, conditions and restrictions for Chapparosa Ridge Subdivision No. 1 as set forth in the Declaration (as Declaration may be, from time to time, amended), and that owners of Building Lots or parcels within the boundaries of Chapparosa Subdivision No. 2 be members of Chapparosa Ridge Subdivision Homeowners Association, Inc.:

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I

Chapparosa Subdivision #2 shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended, incorporated herein by this reference as if set forth in full, which easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with and bind, Chapparosa Subdivision #2 and each and every part, parcel and Building Lot thereof, and be binding on all parties having any right, title or interest in Chapparosa Subdivision #2 or any parcel or building lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II

Pursuant to the Sections 1.2 and 6.1 of the Declaration, the Declaration is hereby amended to include Chapparosa Subdivision #2, and Chapparosa Subdivision #2 is hereby made subject to and the beneficiary of the rights, privileges, restrictions and covenants set forth in the Declaration. Chapparosa Subdivision #2 is designated a "Tract" as defined in Section 3.15 of the Declaration, and is hereby annexed to the Property covered by the Declaration and is included within the term "Property" as used in the Declaration.

ARTICLE III

Except for terms expressly defined herein, all capitalized terms shall have the same meaning as defined in the Declaration.

ARTICLE IV

The Chapparosa Subdivision #2 shall be subject to all city and county setbacks and utility easements as set forth on the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference.

ARTICLE V

The maximum annual assessment is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of Twenty Five Dollars and no/100 (\$25.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

ARTICLE VI

The Common Areas granted to the Chapparosa Ridge Homeowners Association, Inc. are:

Lots 1, 9, 16, and 23, block 1; Lots 1, block 2; Lot 15, block 3; Lot 17, block 5; of the Kelleher Subdivision.

This Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions) and shall be owned and maintained by the Association.

Notes. The Common Area is subject to the following "Notes," as stated on the final recorded Plat for KELLEHER SUBDIVISION, recorded in County of Ada, Idaho and recorded as instrument #106162930:

(The specific lots identified as Common Area in Section 10.1 of the Declaration refer to lots and blocks in the Chapparosa Ridge Subdivision No. 1 only.) All Common Area, including the original Common Area identified as such in Section 10.1 of the Declaration, and the Common Area identified as such in this Supplemental Declaration and in any future Supplemental Declaration, shall all be included within the term "Common Area" as used in the Declaration and shall be shared among the owners of all Building Lots in the Property (including future annexed Tracts), as provided in Article X of the Declaration.

ARTICLE VII

The Grantor will maintain Architectural Control over the Chapparosa Ridge Subdivision #2 until such time that home construction is complete. At the point that all the homes are built in Chapparosa Ridge Subdivision #2) subdivision Architectural Control of the subdivision will revert to the AC Committee that is currently in office with the Chapparosa Homeowners Association, Inc.

ARTICLE VIII

There is an ingress/egress deed across a portion of Lot 1, Block 1 for the express purpose of ingress/egress to Commercial Lot 8, Block 1 of the Chapparosa Ridge Subdivision #2. The ingress/egress deed was recorded as instrument # 107019882 and made a part hereto as Exhibit "B".

ARTICLE IX

Lot 8, Block 1 is a Commercial Lot not owned by the Grantor and is exempt from the ACC guidelines established in the Declaration. The tenant(s)/Owner(s) of Lot 8, Block 1 will be responsible for paying Five Hundred dollars and no/100's (\$500.00) per year to the Chapparosa Ridge Homeowners Association, Inc. for maintenance of a portion of Lot 1, Block 1 the common area berm adjacent to Lot 8, Block 1. The Association may use the same options to perpetuate collection of non paid dues as stated in Sections 9.6 and 9.7 of the Declaration. The current tenant(s)/owner(s) nor any future tenant(s)/owner(s) of Lot 8, Block 1 will have no voting rights or be able to participate in any regular business regarding the Chapparosa Subdivision or the Association.

Neither the Chapparosa Homeowners Association Board, ACC committee, nor any homeowner in Chapparosa Ridge Subdivision #1 or #2 (which is platted at Kelleher) have any authority over Lot 8, Block 1 and more specifically no authority in any future use or architectural controls including but not limited to land use, zoning, business uses, commercial activities, building style, construction material or any other rights or decision making capabilities.

The tenant(s)/Owner(s) of Lot 8, Block 1 have the right to de-annex from the Chapparosa Ridge Subdivision at any time and at tenant(s)/Owner(s) sole discretion. In the event of de-annexation from Chapparosa Ridge Subdivision the commercial lot shall be responsible for the repair/maintenance of the portion of Lot 1, Block 1 as described in the attached deed recorded as instrument #107019882 and attached as Exhibit B.

The residents of Chapparosa Ridge Subdivision #2 (platted as Kelleher) understand that Lot 8 Block 1 is a commercial lot and by accepting a deed to a lot and by reading and accepting this document approve of the commercial lot and any legal uses associated therein as allowed by the applicable government agencies.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 26th day of February 2007.

DYVER DEVELOPMENT, LLC,
An Idaho Limited Liability Company

[Signature]
By: Corey Barton, Its Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of February, 2007, before me, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Managing Member of Dyver Development, LLC, a Limited Liability Company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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



Adair Koltes
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-05-2010

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

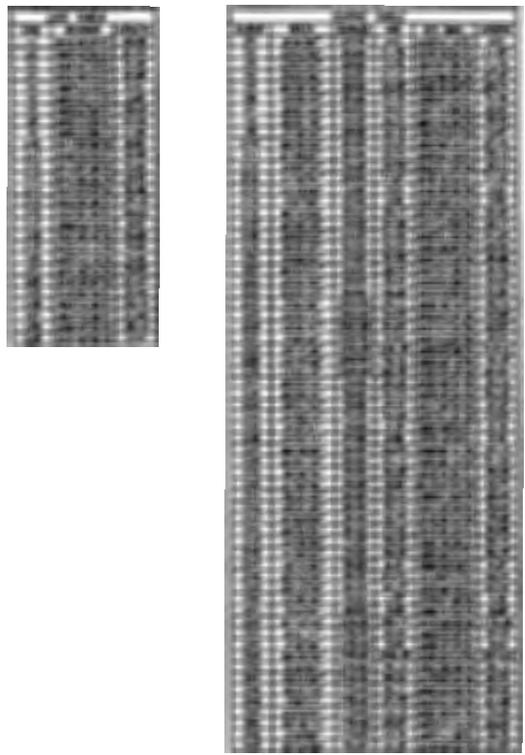


Exhibit "A"

NOTES

1. LOT 1, BLOCK 1, LOT 2, BLOCK 1, LOT 3, BLOCK 1, LOT 4, BLOCK 1, LOT 5, BLOCK 1, LOT 6, BLOCK 1, LOT 7, BLOCK 1, LOT 8, BLOCK 1, LOT 9, BLOCK 1, LOT 10, BLOCK 1, LOT 11, BLOCK 1, LOT 12, BLOCK 1, LOT 13, BLOCK 1, LOT 14, BLOCK 1, LOT 15, BLOCK 1, LOT 16, BLOCK 1, LOT 17, BLOCK 1, LOT 18, BLOCK 1, LOT 19, BLOCK 1, LOT 20, BLOCK 1, LOT 21, BLOCK 1, LOT 22, BLOCK 1, LOT 23, BLOCK 1, LOT 24, BLOCK 1, LOT 25, BLOCK 1, LOT 26, BLOCK 1, LOT 27, BLOCK 1, LOT 28, BLOCK 1, LOT 29, BLOCK 1, LOT 30, BLOCK 1, LOT 31, BLOCK 1, LOT 32, BLOCK 1, LOT 33, BLOCK 1, LOT 34, BLOCK 1, LOT 35, BLOCK 1, LOT 36, BLOCK 1, LOT 37, BLOCK 1, LOT 38, BLOCK 1, LOT 39, BLOCK 1, LOT 40, BLOCK 1, LOT 41, BLOCK 1, LOT 42, BLOCK 1, LOT 43, BLOCK 1, LOT 44, BLOCK 1, LOT 45, BLOCK 1, LOT 46, BLOCK 1, LOT 47, BLOCK 1, LOT 48, BLOCK 1, LOT 49, BLOCK 1, LOT 50, BLOCK 1, LOT 51, BLOCK 1, LOT 52, BLOCK 1, LOT 53, BLOCK 1, LOT 54, BLOCK 1, LOT 55, BLOCK 1, LOT 56, BLOCK 1, LOT 57, BLOCK 1, LOT 58, BLOCK 1, LOT 59, BLOCK 1, LOT 60, BLOCK 1, LOT 61, BLOCK 1, LOT 62, BLOCK 1, LOT 63, BLOCK 1, LOT 64, BLOCK 1, LOT 65, BLOCK 1, LOT 66, BLOCK 1, LOT 67, BLOCK 1, LOT 68, BLOCK 1, LOT 69, BLOCK 1, LOT 70, BLOCK 1, LOT 71, BLOCK 1, LOT 72, BLOCK 1, LOT 73, BLOCK 1, LOT 74, BLOCK 1, LOT 75, BLOCK 1, LOT 76, BLOCK 1, LOT 77, BLOCK 1, LOT 78, BLOCK 1, LOT 79, BLOCK 1, LOT 80, BLOCK 1, LOT 81, BLOCK 1, LOT 82, BLOCK 1, LOT 83, BLOCK 1, LOT 84, BLOCK 1, LOT 85, BLOCK 1, LOT 86, BLOCK 1, LOT 87, BLOCK 1, LOT 88, BLOCK 1, LOT 89, BLOCK 1, LOT 90, BLOCK 1, LOT 91, BLOCK 1, LOT 92, BLOCK 1, LOT 93, BLOCK 1, LOT 94, BLOCK 1, LOT 95, BLOCK 1, LOT 96, BLOCK 1, LOT 97, BLOCK 1, LOT 98, BLOCK 1, LOT 99, BLOCK 1, LOT 100, BLOCK 1.
2. A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG THE SUBDIVISION BOUNDARY, AND THE FRONT AND REAR LOT LINES UNLESS OTHERWISE INDICATED. A 5 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG EACH SIDE OF INTERIOR LOT LINES, UNLESS OTHERWISE INDICATED.
3. ALL EASEMENTS SHALL BE MAINTAINED BY THE ADA COUNTY HOMEOWNERS DISTRICT, AND AN EASEMENT FOR TRAIL PURPOSES OF THE SIDEWALK LANE OUTSIDE THE RIGHT-OF-WAY HAS BEEN RECORDED AS RETIREMENT LANE, 10/24/2015.
4. THIS DEVELOPMENT REDUCES SECTION 20-1503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES THE AGRICULTURAL OPERATION OR AN APPEARANCE TO IT SHALL BE OR BECOME A NUISANCE PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY UNLESS A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPEARANCE TO IT.
5. IRRIGATION WATER HAS BEEN PROVIDED FROM NEW YORK IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 31-10203(a), LOTS WITHIN THE SUBDIVISION WILL BE DIVIDED TO IRRIGATION BLOCK NUMBER, AND SHALL BE OBLIGATED FOR ASSESSMENTS FROM NEW YORK IRRIGATION DISTRICT, ON THEIR TERMS.
6. ANY RESUBDIVISION OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
7. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAN.
8. DIRECT LOT ACCESS TO N. LINCOLN ROAD AND E. HERRARD ROAD FROM ANY LOT OTHER THAN LOT 8, BLOCK 1 IS PROHIBITED.
9. LOT 15, BLOCK 3 IS FOR THE PURPOSE OF THE KUNA CANAL EASEMENT, TO BE DROPPED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. LOT 8, BLOCK 1 IS DESIGNATED AS A COMMERCIAL LOT TO BE OWNED AND MAINTAINED BY DANWOOD ENTERPRISES, LLC.
11. ALL OF LOTS 8 AND 22 BLOCK 1, AND LOT 17 BLOCK 3, AND A PORTION OF LOT 1 BLOCK 1 AS SHOWN ON THE FACE OF THIS PLAN ARE SEPARATE TO AND CONTAIN THE NEW YORK WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 2004040111, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS INSTRUMENT AS IF SET FORTH IN FULL (THE "MASTERS INSTRUMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE SUBJECT TO ACHD PURSUANT TO SECTION 40-2023 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.



W&H PACTIFIC
 3120 E. Overton BL
 Boise, Idaho 83705-4700
 (208)348-5400
 (208)348-8213 Fax
 w&h@idaho.com

Planners • Engineers • Surveyors • Landscape Architects

BOOK _____ PAGE _____

Exhibit "B"



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/09/07 04:32 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 3.00 1 1

[REDACTED]

107019882

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

ACCOMMODATION

0A8529

QUITCLAIM DEED

224310

For Value Received

Dyver Development, LLC

do hereby convey, release, remise and forever quit claim unto

JRL Properties, L.P., as to an undivided 50% interest and
Glasgow Enterprises, LLC, as to an undivided 50% interest

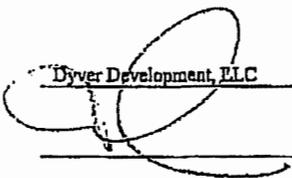
whose address is 2364 S. Titanium, Meridian, Idaho 83642 .

the following described premises, to-wit:

A nonexclusive easement for ingress, egress and utilities over and across those portions of Lot 1, Block 1 of Kelleher Subdivision, according to the official plat thereof, filed in Book 88 of Plats at Pages 11979 - 11982, records of Ada County, Idaho, lying Northerly of the Westerly extension of the Southerly line of Lot 8 of Block 1 of said Kelleher Subdivision and lying Westerly of the Northerly extension of the Easterly line of said Lot 8 of Block 1 of said Kelleher Subdivision. Said easement is appurtenant to said Lot 8, Block 1 of said Kelleher Subdivision.

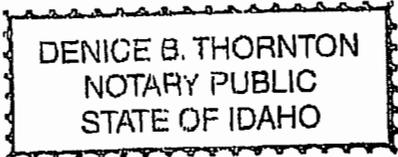
together with their appurtenances.

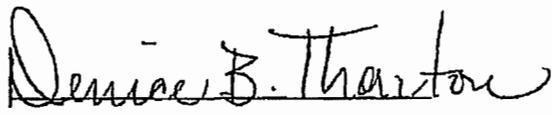
Dated: February 8, 2007


Dyver Development, LLC

STATE OF Idaho, County of Ada, ss

On this 8th day of February, in the year of 2007, before me The Undersigned, a notary public, personally appeared Corey Barton, known or identified to be one of the member(s)/manager(s) in a limited liability company, of Dyver Development, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.





Notary Public of
Residing at
Commission expires:

Residing in: Meridian, Idaho
Commission Expires: 08-03-2010

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/06/07 02:25 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Pioneer

AMOUNT 9.00



OA 8580

ACCOMMODATION

AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION No. 1 & 2

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Dyver Development, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant";

THE AMENDMENT to the Declaration of Protective Covenants and Restrictions for Chapparosa Subdivision AND Chapparosa #2 (platted as Kelleher) is made on this 2nd day of March, 2007.

Chapparosa Ridge Subdivision, according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, instrument #104150179 recorded November 19, 2004. And Chapparosa #2 (platted as Kelleher) according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, instrument #106162930 recorded October 13, 2006

NOW, THEREFORE, Declarant hereby declares:

This amendment as follows:

Chapparosa Ridge Subdivision, Article IX. (a) And (b); reads as follows:

Article IX

Creation of the Lien and Personal Obligation of Assessments. For each Building Lot owned within the Property, each Owner (subject to the provision in Section 9.4) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Set-up fee to be collected at the close of each Building Lot in the amount One Hundred and no/100 (\$100.) payable to the Grantor. Upon each transfer of any Building Lot and recording of a the deed, each buyer at closing shall pay to the Association a special transfer assessment of twenty five and no/100 (\$25.)
- (b) Annual regular assessments.

Chapparosa Ridge Subdivision, Article IX. (a) And (b); **will be changed to read as follows:**

Article IX

Creation of the Lien and Personal Obligation of Assessments. For each Building Lot owned within the Property, each Owner (subject to the provision in Section 9.4) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

AMENDMENT TO DECLARATION OF CHAPPAROSA RIDGE AND Kelleher Subdivision No. 1
DYVER DEVELOPMENT AMMENDMENT 2007/2

(a) The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of One Hundred Fifty Dollars and no/100 (\$150.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

(b) The maximum annual assessments are now One Hundred Eighty Dollars and no/ 100 (\$180.00) replacing what is defined in Section 9.2 of the Declaration.

Chapparosa #2 (platted as Kelleher), Section Article V; reads as follows:

ARTICLE V

The maximum annual assessment is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of Twenty-five Dollars and no/100 (\$25.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

Chapparosa #2 (platted as Kelleher), Section Article V; **will be changed to read as follows:**

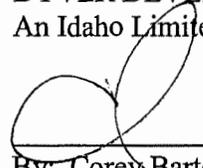
ARTICLE V

The maximum annual assessments are now One Hundred Eighty Dollars and no/ 100 (\$180.00) replacing what is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of One Hundred Fifty Dollars and no/100 (\$150.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

AMENDMENT TO DECLARATION OF CHAPPAROSA RIDGE AND Kelleher Subdivision No. 1
DYVER DEVELOPMENT AMMENDMENT 2007/2

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 2nd day of March 2007.

DYVER DEVELOPMENT, LLC,
An Idaho Limited Liability Company


By: Corey Barton, Its Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of March, 2007, before me, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Managing Member of Dyver Development, LLC, a Limited Liability Company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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



Adair Koltus
Notary Public for the State of Idaho
Residing at Nampa, Idaho
My Commission Expires 6-05-2010

AMENDMENT TO DECLARATION OF CHAPPAROSA RIDGE AND Kelleher Subdivision No. 1
DYVER DEVELOPMENT AMMENDMENT 2007/2



KELLEHER SUBDIVISION NO. 2 – LEGAL DESCRIPTION

Date: March 29, 2018

A parcel of land being situated in the Northwest 1/4 of the Northwest 1/4, of Section 13, Township 2 North, Range 1 West, Boise Meridian, also being Lot 8, Block 1 of Kelleher Subdivision recorded in Bk 96, Pages 11,979-11,982 of the Ada County Recorder's Office, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 13, monumented by a 3.25" aluminum cap (Corner Record No. 2017-094753), from which the North 1/16th corner on the West line of said Section 13, monumented by a 1.5" aluminum cap (Corner Record No. 105100196) bears South 00°03'29" West, a distance of 1321.91 feet;

Thence South 00°03'29" West, coincident with said West line of said Section 13, a distance of 66.21 feet;

Thence leaving said West line, South 89°56'31" East, a distance of 65.00 feet to the Northwest corner of Lot 8, Block 1, of said Kelleher Subdivision and the **POINT OF BEGINNING**;

Thence South 88°53'15" East, coincident with the northerly boundary line of said Lot 8, a distance of 246.74 feet, to the northeast corner of said Lot 8;

Thence South 00°03'41" West, coincident with the easterly boundary line of said Lot 8, a distance of 346.49 feet, to the southeast corner of said Lot 8;

Thence North 88°53'10" West, coincident with the southerly boundary line of said Lot 8, a distance of 246.72 feet, to the southwest corner of said Lot 8;

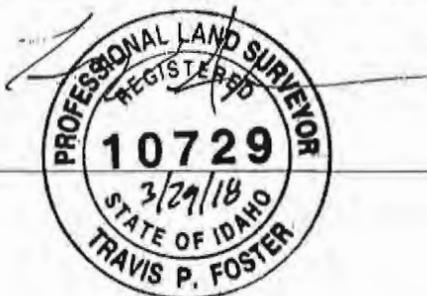
Thence North 00°03'29" East, coincident with the westerly boundary line of said Lot 8, a distance of 346.48 feet, to said **POINT OF BEGINNING**.

The above described parcel contains 85,473 square feet or 1.96 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is South 00°03'29" West between the Northwest corner of said Section 13 and the North 1/16th corner common to Sections 13 and 14.

Travis P. Foster, P.L.S.
End of Description

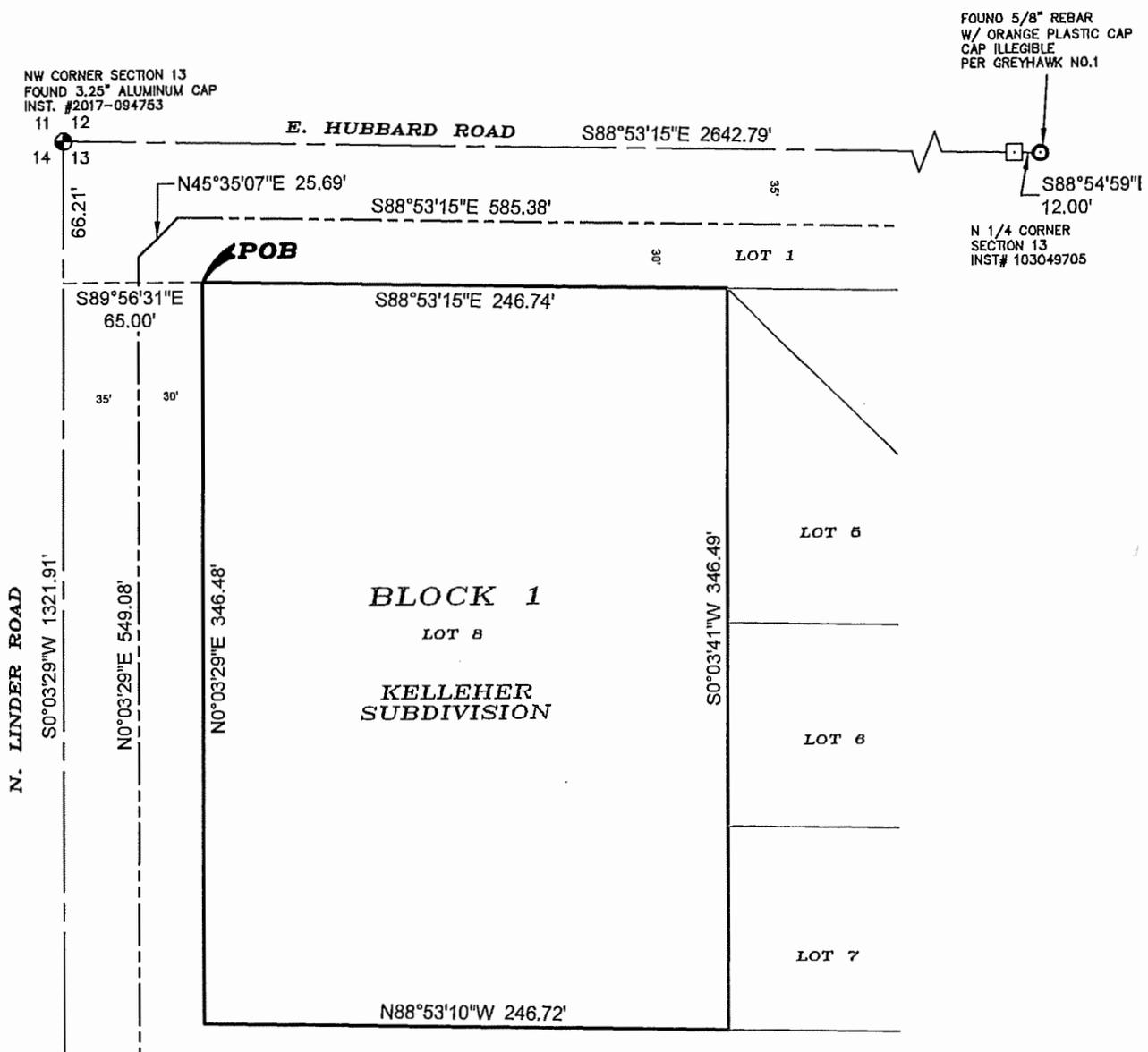


License No. 10729



SKETCH FOR LEGAL EXHIBIT

A PARCEL OF LAND BEING LOT 8, BLOCK 1 KELLEHER SUBDIVISION
LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 13
T.2N, R.1W, B.M. CITY OF KUNA, ADA COUNTY, IDAHO
2018



NOT TO SCALE

WHPacific

2141 W Airport Way, Ste 104
Boise, ID 83705
208-342-5400 Fax 208-342-5353
www.whpacific.com



TitleOne
a title & escrow co.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 CHE FOWLER
TITLEONE BOISE

2017-098673
10/17/2017 01:21 PM
\$15.00

ACCOMMODATION
RECORDING

Order Number: 17300802

WARRANTY DEED

For Value Received,

JRL Properties L.P., an Idaho limited partnership and Glasgow Enterprises, L.L.C., an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, Open Door Rentals, LLC, an Idaho limited liability company, whose current address is 1977 E. Overland Rd., Meridian, ID 83642, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Lot 8 in Block 1 of Kelleher Subdivision, according to the official plat thereof, filed in Book 96 of Plats at Page(s) 11979 through 11982, official 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: 10/16/17



JRL Properties L.P., an Idaho limited partnership

By: _____
John A. Laude Sr., General Partner

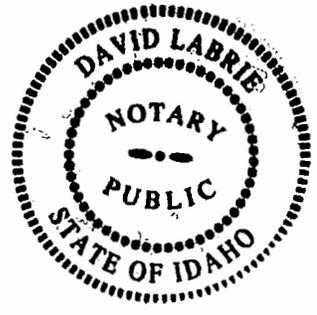
Glasgow Enterprises, L.L.C., an Idaho limited liability company

By: _____
Signed in Counterpart
Lloyd W. Glasgow, Manager

State of Idaho, County of Ada, ss.

On this 16 day of October in the year of 2017, 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.

DL _____, Notary Public
Residing at: Boise ID
My Commission Expires: 9/6/2019
(seal)



State of Idaho, County of Ada, ss.

On this _____ day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd W. Glasgow, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company 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.

Notary Public for Idaho
Residing In: _____
My Commission Expires: _____

JRL Properties L.P., an Idaho limited partnership

Signed in Counterpart

By: _____
John A. Laude Sr., General Partner

Glasgow Enterprises, L.L.C., an Idaho limited liability company

By: _____
Lloyd W. Glasgow, Manager

State of Idaho, County of Ada, ss.

On this _____ day of October in the year of 2017, 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.

_____, Notary Public
Residing at: _____
My Commission Expires: _____
(seal)

State of Idaho, County of Ada, ss.

On this 17th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd W. Glasgow, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company 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.

Matt Bramwell
Notary Public for Idaho
Residing In: _____
My Commission Expires: _____



Residing in: Meridian, ID
Expires: 5/11/2018



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)
) ss.
County of Ada)

I, Open Door Rentals, Inc / Corey Barton, 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/WHPacific 2141 W. Airport Way, Suite 104, Boise, ID 83705
Name Address

to submit the accompanying application pertaining to that property.

E. 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 2nd day of March, 2018

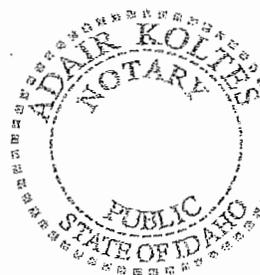
[Signature]
Signature

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

Adrian L.
Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: 6-05-22





March 29, 2017

Ms. Wendy Howell, Director
Kuna Planning and Zoning Department
751 W. 4th Street
Kuna, Idaho 83634

Subject: Kelleher Subdivision No. 2 – a resubdivision of Kelleher Subdivision Lot 8, Block 1
Southeast Corner of Hubbard Road and Linder Road
Applications for preliminary plat, final plat and design review

Dear Ms. Howell:

On behalf my client, Challenger Development, Inc., please accept the attached applications for preliminary plat, final plat, and design review for the subject property. The property is located on the southeast corner of Hubbard Road and Linder Road and is part of the Kelleher/Chapparosa Ridge Subdivision. (2N, 1W, Section 13). You may recall that this 1.96 acre parcel was recently rezoned to C-1, neighborhood commercial in December of 2017.

Preliminary Plat

We are requesting to re-subdivide the parcel into 8 building lots and 1 common lot. The developer proposes to construct eight 4-plex buildings, along with parking and landscaping. The 4-plexes are considered multi-family and are allowable in the C-1 zone with Design Review. In addition, the 4-plexes are a reasonable transition from the intersection at Hubbard and Linder Roads and the single family residences in Chapparosa Ridge to the east. The subject property is, in fact, part of the Chapparosa Ridge Subdivision (platted as Kelleher) and the developer intends to continue to be part of the Chapparosa Ridge Home Owners Association.

The standards and setbacks for the C-1 zone and for Kelleher Subdivision No. 2 are as follows:

	Required in C-1 zone	Kelleher Sub No. 2
Maximum height	35'	29'
Street frontage	0'	N/A – buildings do not front on a street
Front setback on local road	15'	N/A – buildings do not front on a local street
Front setback on collector/arterial	0'	N/A – buildings do not front on a collector/arterial
Rear yard	5'	5'
Interior side yard setback	0'	10'
Street side yard setback	10'	N/A – buildings do not have a side yard on a street
Maximum lot coverage	100% DR	less than 100%
Minimum lot size	2000 SF	4035 SF





The new subdivision parcel is surrounded by a 30' wide landscaped buffer that was established when the original Kelleher Subdivision was developed. Due to this buffer, the new lots do not have frontage on Hubbard Road or Linder Road. Access will be taken via a driveway on Hubbard Road, at a location approved by ACHD. The current driveway on Linder Road will be closed.

Lot sizes are shown on the preliminary plat. The common lot provides parking and landscaping and all of the buildings face this interior common lot. There are 6' wide sidewalks throughout the development that will provide safe and convenient access to each building.

There are 62 regular parking spaces (9'x20') and 4 accessible parking spaces for a total of 66 parking spaces or 2 spaces per dwelling unit. The City's standard is 1.5 parking spaces per dwelling unit.

Utilities

All urban services are available to the project. 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 in the common lot.

Buffers and Landscaping

As noted above, a 30' wide landscape strip was established when the original Kelleher Subdivision was constructed. That landscape strip is maintained by the Chapparosa Homeowners Association and a provision was made in the CCRs to allow access across the buffer to the subject parcel.

A landscape plan, prepared by Jensen-Belts, is included in our application, along with a colored landscape rendering. The plan includes landscaping around the 4-plex buildings and in the parking area. We've also planned for landscaping along the eastern fence line adjacent to the existing homes. Based on comments from our neighbors and to provide security and safety, we will have a 6' fence around the perimeter of the property. We have included a walkway and fence opening in the southeast corner of the site to allow pedestrian only passage to the neighborhood park. Because we are adjacent to the neighborhood park, we are not planning for additional amenities within the development site. The owners of the 4-plexes buildings will participate in the maintenance of the neighborhood park through annual dues and assessments.

In summary, the proposed Kelleher Subdivision No. 2 preliminary plat meets the requirements of the Kuna Code for the C-1 zoning designation, and is in conformance with the Comprehensive Plan policies that encourage multi-family uses in proximity to neighborhood commercial/future commercial. In addition, public services are available to the development; there are no impacts to the continuity of the capital improvement program or inability by the City to provide support services; and there are no negative impacts to the health and safety of Kuna residents or to the environment.

Final Plat

In addition to our application for preliminary plat, we are also making application for final plat approval. According to the Kuna Code 6-2-3-B, *an applicant may request that the subdivision application be processed as both a preliminary and final plat if all the following criteria are met:*

- 1. The proposed subdivision does not exceed ten (10) lots;*



2. *No new street dedication or street widening is involved;*
3. *No major special development considerations are involved, such as development in a floodplain, hillside development or the like; and*
4. *All required information for both preliminary and final plat is complete and in an acceptable form.*

This re-subdivision of Lot 8, Block 1 of Kelleher Subdivision meets those conditions, and so we have submitted a final plat application, along with copies of the final plat and construction drawings for review.

The proposed final plat is in conformance with the preliminary plat that is submitted for approval and the plat and construction drawings are in conformance with acceptable engineering practices and local standards. The conditions of approval placed on the preliminary plat will be completed, as necessary, prior to the City Engineer's signature on the final plat mylar, prior to recording.

Design Review

We are also requesting Design Review approval for the 4-plex buildings and for the common area parking and landscaping. The project architect, Rob TeBeau with The Architects Office, has provided a separate letter of intent for Design Review, along with all the necessary applications, floor plans, elevations, and color pallets.

Our team has coordinated applications and we have worked with staff so that the Design Review consideration and hearing will coincide with the preliminary plat review and hearing. This schedule allows the Planning and Zoning Commissioners and public to review the entire project in a complete and transparent process.

Neighborhood Meeting

A neighborhood meeting was held on Monday, March 5, 2018, at 6 pm at the Kuna Fire Station. The sign-up sheet for the meeting is included with our application materials. Based on the neighborhood meeting discussion, we have continued communication with neighbors regarding the view of the buildings from the streets, location of fences and potential rental costs.

We have also reached out to the Homeowners Association management agency and expect to meet with the Chapparosa HOA Board at their next meeting.

Our development team is pleased to submit the necessary applications and support materials for this new subdivision in 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 applications.

Sincerely,

A handwritten signature in black ink that reads "Jane Suggs". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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) 922-5889
Web: www.cityofkuna.com

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

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

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

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

Jane Suggs
Applicant/agent signature

3/5/18
Date



Jane Suggs

From: Sub Name Mail <subnamemail@adaweb.net>
Sent: Friday, March 16, 2018 3:14 PM
To: Jane Suggs
Cc: Travis Foster
Subject: RE: Kelleher Sub No 2 Name Reservation

March 16, 2018

Travis Foster, WHPacific Inc.
 Jane Suggs, WHPacific Inc.

RE: Subdivision Name Reservation: **KELLEHER SUB NO 2**

At your request, I will reserve the name **Kelleher Sub No 2** 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: Thursday, March 15, 2018 5:29 PM
To: Sub Name Mail
Subject:] RE: Subdivision Name Reservation

Sub Name Mail/Glen,

I'd like to reserve the name: **Kelleher Subdivision No. 2** for a new project on the SE corner of Hubbard Road and Linder Road. The parcel is known as Lot 8, Block 1 of the Kelleher Subdivision.

The property is 1.96 acres in T2N, R1W, Section 13. Parcel number: R4865420080.

WHPacific/Travis Foster is the surveyor. Open Door Rentals/Corey Barton is the owner. Trilogy Development/Shawn Brownlee is the developer.

I am the contact for the project.

Thank you,

Jane

Jane Suggs | Planner

WHPacific, Inc. | 2141 W Airport Way, Suite 104, Boise, ID 83705

Direct 208.275.8729 | Mobile 208.602.6941 | Fax 208.342.5353 | jsuggs@whpacific.com



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: Subdivision plat for eight 4-plex buildings

Date and time of neighborhood meeting: Monday, March 5, 2018 at 6 pm

Location of neighborhood meeting: Kuna Fire Station, 150 W. Boise Street

SITE INFORMATION:

Location: Quarter: _____ Section: 13 Township: 2N Range: 1W Total Acres: 1.96

Subdivision Name: Kelleher Lot: 8 Block: 1

Site Address: SE corner Linder Road and Hubbard Road Tax Parcel Number(s): R4865420080

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

CURRENT PROPERTY OWNER:

Name: Open Door Rentals, Inc.

Address: 1977 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, Inc.

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	_____
Re-zone	_____
Subdivision (Sketch Plat and/or Prelim. Plat)	<u>Preliminary & Final Plat for 8 building lots, plus common lot(s)</u>
Special Use	_____
Variance	_____
Expansion of Extension of a Nonconforming Use	_____
Zoning Ordinance Map Amendment	_____

APPLICANT:

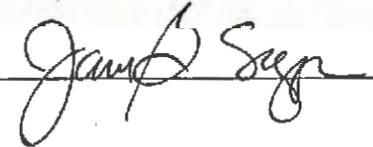
Name: Jane Suggs / WHPacific, Inc.

Address: 2141 W. Airport Way, Suite 104

City: Boise State: Idaho Zip: 83705

Telephone: _____ 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)  Date 3/9/18

New Subdivision at SE corner Hubbard and Linder Roads
Neighborhood Meeting
Monday, March 5, 2018
6 pm

Helene
Jim
Vicki

	Name	Address	Phone/e-mail
1.	Steve Clapp	194 W. Hubbard	hwolfgraw@gmail.com
2.	Jim & Vicki Clark	2965 N. Linder Rd.	
3.	Matt Foley	2877 N Updale	Mattfoley@hotmail.com
4.			
5.			
6.			
7.			
8.			
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16.			
17.			
18.			
19.			
20.			



February 23, 2018

Subject: New Subdivision at the Southeast corner of Hubbard and Linder Roads
also known as: Lot 8, Block 1 Kelleher (Chapparosa) Subdivision

Dear Neighbor,

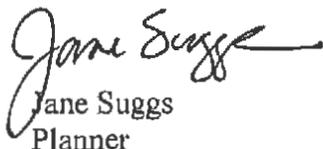
You and your family are invited to attend a neighborhood meeting to discuss a new subdivision proposed for the southeast corner of Hubbard Road and Linder Road. This 1.96 acre parcel is also described as Lot 8, Block 1 of the Kelleher Subdivision.

You may recall being notified last year about a development at this location. That neighborhood meeting notification was about rezoning the subject property to neighborhood commercial (C-1), for the development of 4-plex units. The 4-plexes are an allowable use in the C-1 zone, subject to design review.

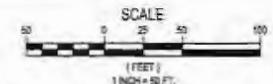
The developer/builder plans to build eight 4-plexes, plus common lots for parking, utilities, open space and landscaping. The development will be accessed by a driveway on Hubbard Road.

Our meeting will be held on **Monday, March 5, 2018 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 208-275-8729 or e-mail me at jsuggs@whpacific.com.

Sincerely,


Jane Suggs
Planner

KELLEHER SUBDIVISION NO. 2
 REPLAT OF LOT 8 BLK 1 OF KELLEHER SUBDIVISION
 A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF
 SECTION 13, T.2.N., R.1.W., B.M. CITY OF KUNA, ADA COUNTY, IDAHO
 2018

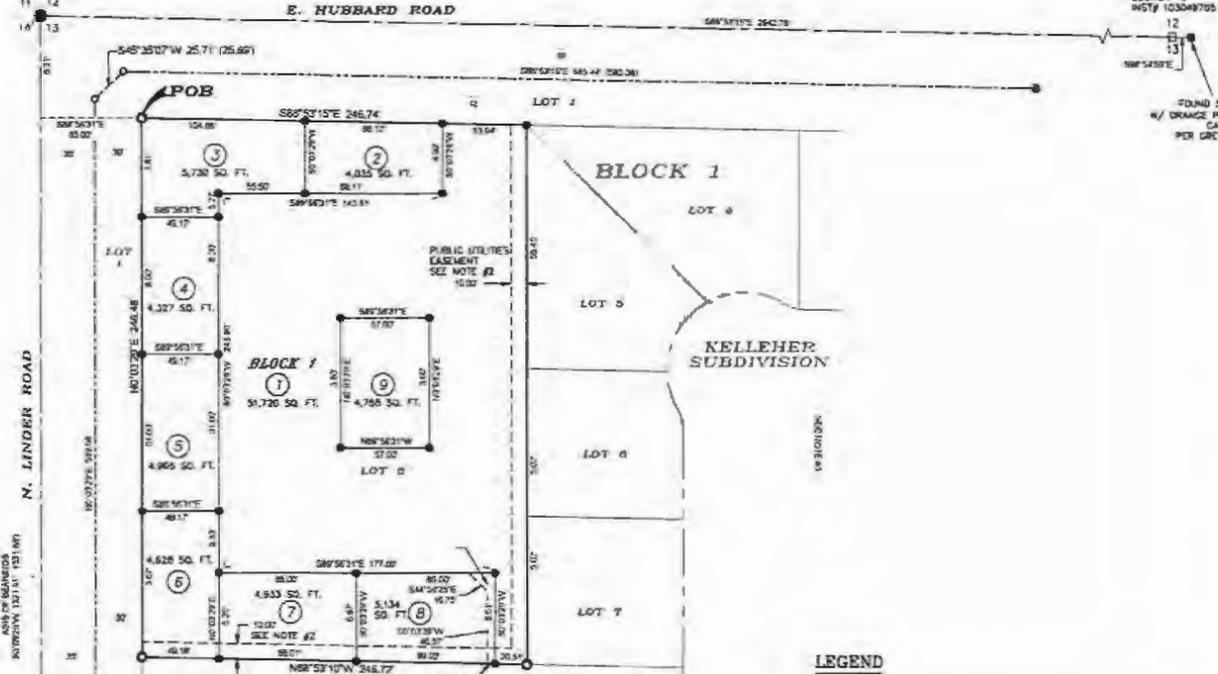


BASIS OF BEARING IS GRID NORTH, IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, SOUTH 09°02'25" WEST BETWEEN THE NORTH WEST SECTION CORNER AND THE NORTH 1/16TH CORNER OF SECTION 13

NW CORNER SECTION 13
 FOUND 3.25" ALUMINUM CAP
 INST. #2017-084733

N 1/4 CORNER
 SECTION 13
 INST# 103048705

FOUND 5/8" REBAR
 W/ ORANGE PLASTIC CAP
 CAP ELIGIBLE
 PER GREYMARK NO.1



NOTES

- 1) A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG THE PUBLIC RIGHTS OF WAY UNLESS OTHERWISE DIMENSIONED A 5 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG THE PROJECT BOUNDARY UNLESS OTHERWISE NOTED. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HAND-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- 2) THE EASTERLY AND SOUTHERLY BOUNDARY OF THIS SUBDIVISION IS SUBJECT TO AN EXISTING 10' PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION AS SHOWN ON THE PLAT FOR KELLEHER SUBDIVISION BKNS, PAGES 11878-11882
- 3) THE EASTERLY PROPERTY LINE OF LOT 8 IS SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES AS SHOWN ON THIS PLAT.
- 4) LOT 1, BLOCK 1 IS DESIGNATED AS A COMMON AREA LOT AND ARE TO BE OWNED AND MAINTAINED BY KELLEHER SUBDIVISION #2 PROPERTY OWNERS ASSOCIATION.
- 5) LOT 1, BLOCK 1 SHALL CONTAIN A BLANKET INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT.
- 6) THIS DEVELOPMENT RECOGNIZES SECTION 22-4303 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER NUISANCE RESULTS FROM THE IMPROPER OR NEGLECTED OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
- 7) IRRIGATION WATER HAS BEEN PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 31-3805(2)(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE DELEGATED FOR ALL IRRIGATION ASSESSMENTS.
- 8) ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- 9) MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- 10) DIRECT LOT ACCESS TO N. LINDER ROAD AND E HUBBARD ROAD BY ANY LOT, IS PROHIBITED, EXCEPT AS SHOWN.
- 11) THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____ RECORDS OF ADA COUNTY, IDAHO.
- 12) THIS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT, RECORDED AS INSTRUMENT NO. _____ RECORDS OF ADA COUNTY, IDAHO. LANDSCAPING TO BE MAINTAINED BY THE KELLEHER SUBDIVISION #2 PROPERTY OWNERS ASSOCIATION.
- 13) ALL OPEN SPACE SHALL BE MAINTAINED IN COMMON BY THE KELLEHER SUBDIVISION #2 PROPERTY OWNERS ASSOCIATION PER THE CC&RS.

LEGEND

- ⊙ FOUND MONUMENT, AS NOTED
- FOUND 5/8" REBAR W/YPC MARKED "WHP PLS 10728" OR AS NOTED
- ⊙ FOUND 1/2" REBAR W/YPC MARKED "WHP PLS 10728"
- ⊙ SET 5/8" X 30" REBAR W/YPC MARKED "WHP PLS 10728"
- ⊙ FOUND 1/2" REBAR W/YPC MARKED "WHP PLS 10728" REPLACE WITH 5/8" REBAR W/YPC "WHP PLS 10728"
- CALCULATED POINT
- (X) (X) RECORD DISTANCE PER KELLEHER SUBDIVISION BK PLS PAGES 11,878-11,882
- SUBDIVISION BOUNDARY LINE
- SECTION/ALLOT LINE
- RIGHT OF WAY LINE
- INTERIOR LOT LINE
- EASEMENT LINE
- RE LINE
- ⑦ LOT NUMBER



WHPacific

Exhibit

A20

KELLEHER SUBDIVISION NO. 2
REPLAT OF LOT 8 BLK 1 OF KELLEHER SUBDIVISION
A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF
SECTION 13, T.2.N, R.1W., B.M. CITY OF KUNA, ADA COUNTY, IDAHO
2018

CERTIFICATE OF OWNERS

Know all men by this presents: That the undersigned are the owners of the property described as follows and intend to include said property in this plat: A parcel of land being situated in the Northwest 1/4 of the Northwest 1/4, of Section 13, Township 2 North, Range 1 West, Boise Meridian, also being Lot 8, Block 1 of Kelleher Subdivision recorded in Bk 95, Pages 11,979-11,982 of the Ada County Recorders Office, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 13, monumented by a 3.25" aluminum cap (Corner Record No. 2D17-094753), from which the North 1/16th corner on the West line of said Section 13, monumented by a 1.5" aluminum cap (Corner Record No. 105100195) bears South 00°03'29" West, a distance of 1321.91 feet;

Thence South 00°03'29" West, coincident with said West line of said Section 13, a distance of 56.21 feet;

Thence leaving said West line, South 89°56'31" East, a distance of 65.00 feet to the Northwest corner of Lot 8, Block 1, of said Kelleher Subdivision and the POINT OF BEGINNING;

Thence South 88°53'15" East, coincident with the northerly boundary line of said Lot 8, a distance of 246.74 feet, to the northeast corner of said Lot 8;

Thence South 00°03'41" West, coincident with the easterly boundary line of said Lot 8, a distance of 346.49 feet, to the southeast corner of said Lot 8;

Thence North 88°53'10" West, coincident with the southerly boundary line of said Lot 8, a distance of 248.72 feet, to the southwest corner of said Lot 8;

Thence North 00°03'29" East, coincident with the westerly boundary line of said Lot 8, a distance of 346.48 feet, to said POINT OF BEGINNING.

The above described parcel contains 85,473 square feet or 1.96 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is South 00°03'29" West between the Northwest corner of said Section 13 and the North 1/16th corner common to Sections 13 and 14.

It is the intention of the undersigned to hereby include the above described property in this plat. The easements shown are not dedicated to the public, however, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat. No permanent structures are to be erected within the lines of said easements. All lots within this plat are eligible to receive water service from the City of Kuna, and the City of Kuna has agreed, in writing, to serve all of the lots in this subdivision.

In witness whereof we have hereunto set our hands this _____ day of _____, 20____.

Open Door Rentals, LLC.

Corey D. Barton, Member

CERTIFICATE OF SURVEYOR

I, Travis P. Foster, am a registered professional land surveyor licensed by the state of Idaho, and do hereby certify that this plat, as described in the "Certificate of Owners", was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, in conformity with the state of Idaho codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.



ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } SS

On this _____ day of _____, in the year _____, before

me _____, a Notary Public in and for said State, personally appeared Corey D. Barton known or identified to me to be a Member of Open Door Rentals, LLC., the Limited Liability Company that executed the Instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

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

Notary Public for _____

Residing at _____

My commission expires _____

Approval of Central District Health Department

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1325, Idaho Code, by the issuance of a certificate of disapproval.

Central District Health Department, EHS Date

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

This plat was accepted and approved by the Board of Ada County Highway

District Commissioners on this _____ day of _____, 20____.

President
Ada County Highway District

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho do hereby certify that at a regular meeting of the City Council held on the

_____ day of _____, 20____, this plat was duly accepted and approved.

City Clerk, Kuna, Idaho

Certificate of County Recorder

STATE OF IDAHO }
COUNTY OF ADA } SS Instrument No. _____

I hereby certify that this instrument was filed for record at the request

of WHPacific at _____ minutes past _____ o'clock _____ M., on this

_____ day of _____, 20____, in Book _____ of Plats

at Pages _____ through _____.

Fee: _____

Ex-Officio Recorder: Christopher D. Rich

Deputy

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of Idaho Code, 50-130B, 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 certificate is valid for the next thirty (30) days only.

Ada County Treasurer Date

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor for Ada County, Idaho, hereby certify that I have checked this plat and find that it complies with the requirements of Idaho Code relating to plats and surveys.

Ada County Surveyor Date

APPROVAL OF CITY ENGINEER

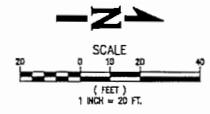
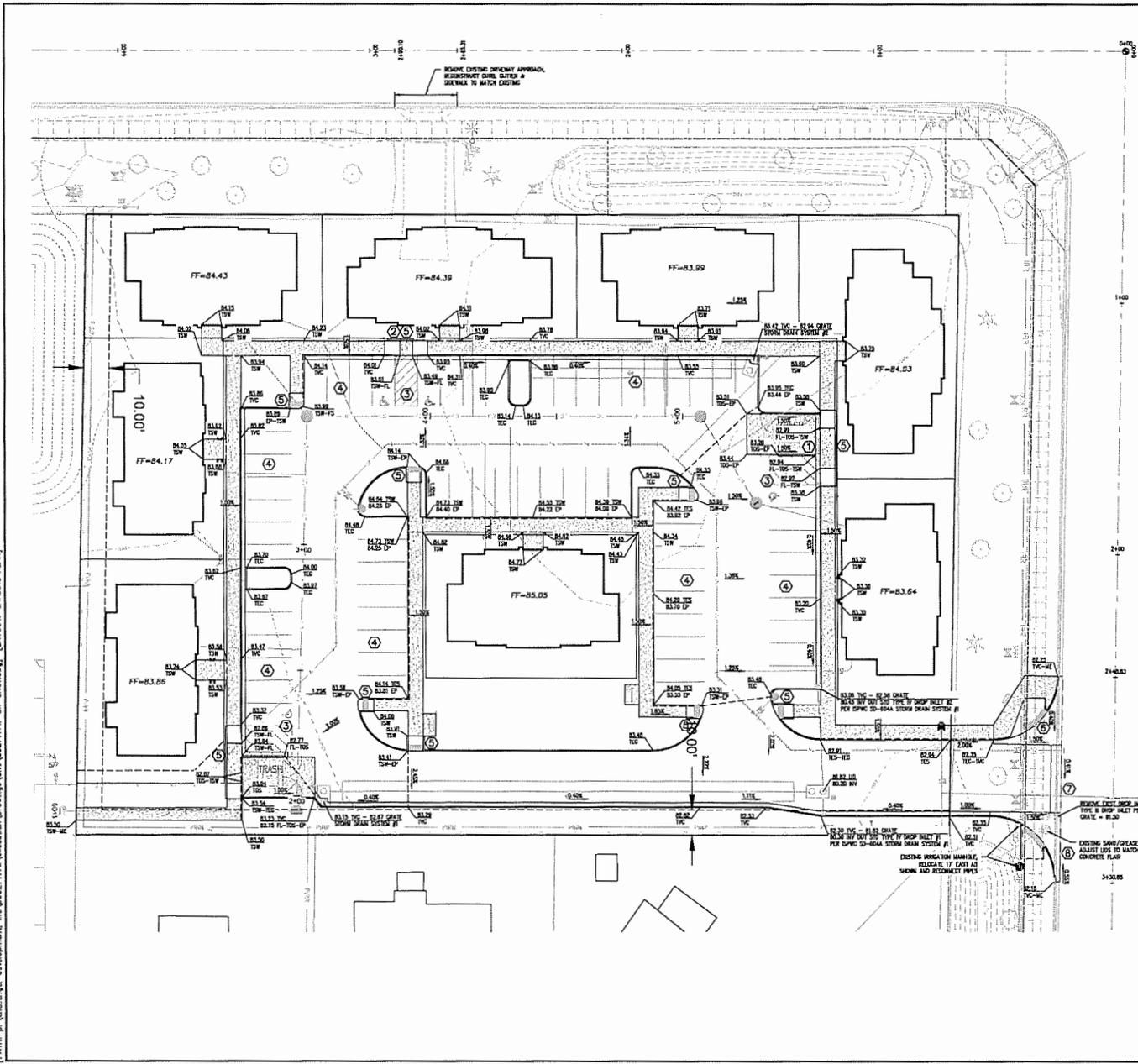
I, the undersigned, City Engineer, in and for City of Kuna, Ada County, Idaho hereby state that the recommended conditions of the city of Kuna have been satisfied for this plat.

Kuna City Engineer Date



2141 W Airport Way, Ste 104
Boise, ID 83705
208-342-5400 Fax 208-342-5353
www.whpacific.com

DATE: 3/08/2018 10:13:40 [AUTORS: mfermink] [DOTTEN: rms To: pfe-43] [STYLE: WHP-Standard-Layout] [LAYOUT: GRADING PLAN]
PATH: P:\Working\development, inc\0021417W\021417W-CX-CR01.dwg



LEGEND:

- EXIST. FOUND MONUMENT, AS NOTED
- EXIST. FOUND "B" REBAR W/PPC PLS. SETS OR AS NOTED
- EXIST. FIRE HYDRANT
- EXIST. WATER MANHOLE
- EXIST. WATER VALVE
- EXIST. WATER METER
- EXIST. STORMWATER MANHOLE
- EXIST. DROP INLET
- EXIST. SANITARY SEWER MANHOLE
- EXIST. TELEPHONE RISEN
- EXIST. CONIFER TREE
- EXIST. DECIDUOUS TREE
- EXIST. SANITARY SEWER
- EXIST. WATER LINE
- EXIST. CHAINLINK FENCE
- EXIST. VINYL FENCE
- EXIST. ROLLED CURB AND GUTTER
- EXIST. EXTRUDED CURB
- EXIST. CONTOUR-MANOR
- EXIST. CONTOUR-INDCY
- CONST. VERTICAL CURB & GUTTER
- CONST. 6" EXTRUDED CURB
- CONST. SAWCUT
- CONST. PARKING STRIPING
- CONST. CONCRETE SIDEWALK PER SDP-709
- CONST. THICKENED EDGE SIDEWALK PER DETAIL
- CONST. FIRE HYDRANT
- CONST. SANITARY SEWER MANHOLE
- CONST. CATCH BASIN
- CONST. WATER METER
- CONST. WATER VALVE
- CONST. MONITORING WELL
- CONST. SANITARY SEWER
- CONST. STORM DRAIN
- CONST. 2" WATER SERVICE

KEYNOTES:

- 1 LEAVE 0.5" GAP IN EXTRUDED CURB TO ALLOW DRAINAGE
- 2 SLOPE SIDEWALK DOWN AS SHOWN
- 3 ACCESSIBLE PARKING STRIPING, AND CHANGE PER AHS 117.1
- 4 3" WHITE PARKING STRIPING (TYP)
- 5 CONSTRUCT PEDESTRIAN RAMP PER ACHD SUPPLEMENTAL STD DRAWING SD-712C WITH TRUNCATED DOWNS PER SDP-712 AS REQUIRED. SLOPE TO MATCH ELEVATIONS SHOWN. MAX. AN. SLOPE
- 6 CONSTRUCT PEDESTRIAN RAMP PER ACHD SUPPLEMENTAL STD DRAWING SD-712C3
- 7 4" VALLEY GUTTER WITH FILLETS PER ACHD SUPPLEMENTAL STD DRAWING SD-709
- 8 CONSTRUCT PEDESTRIAN RAMP PER ACHD SUPPLEMENTAL STD DRAWING SD-712C4

WHPacific
214 W Airport Way, Ste 101
Dana Point, CA 92629
714.293.4400 Fax 714.293.4433
www.whpacific.com

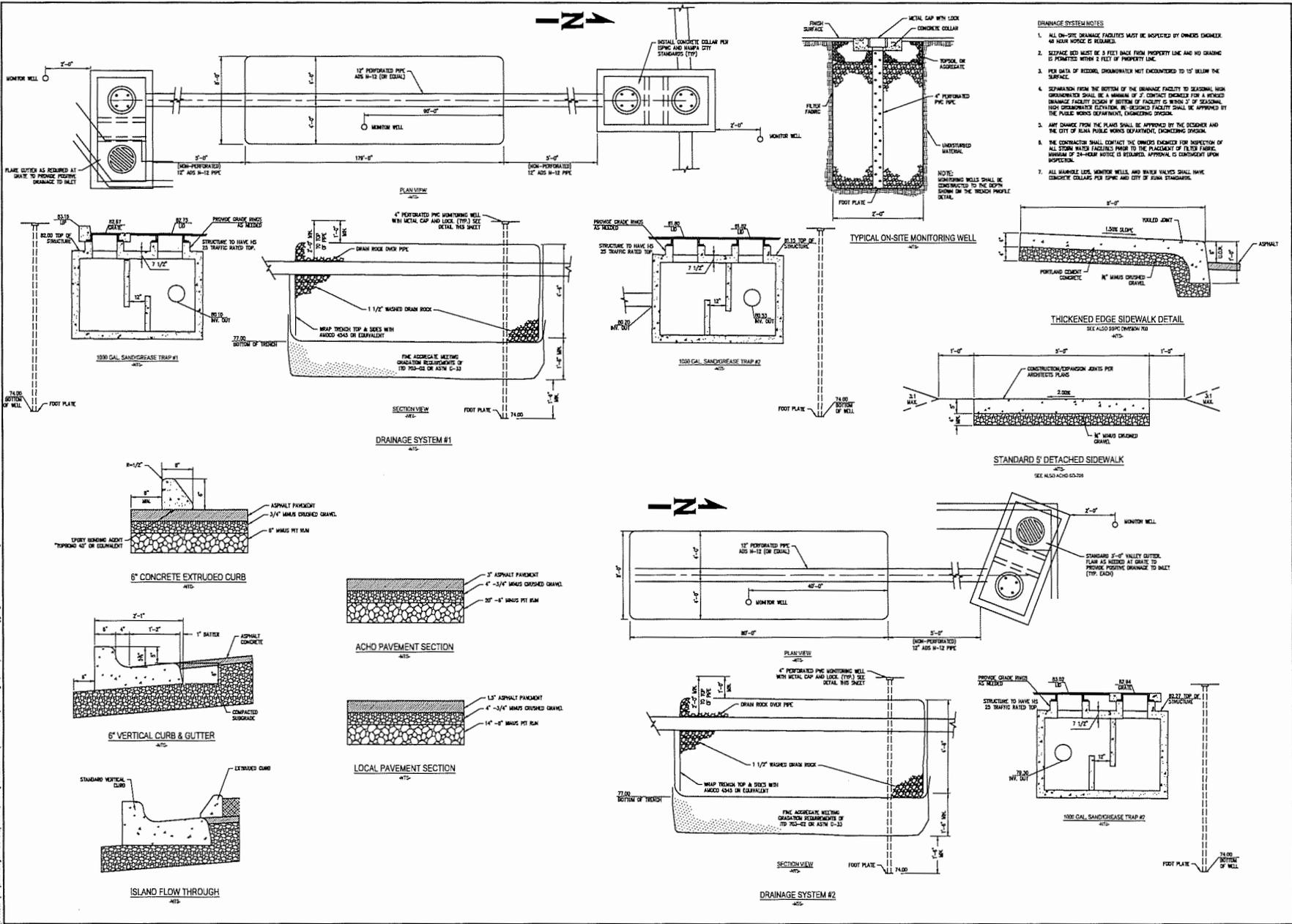


SHEET INFO	NO.	DATE	REVISIONS
DESIGNED	MAINT	DATE	NO.
DRAWN	MAINT	DATE	NO.
CHECKED	MAINT	DATE	NO.
APPROVED	MAINT	DATE	NO.
LAST EDIT	3/25/18		
PLOT DATE	3/25/18		
PROJECT			
SUBMITTAL			

GRADING PLAN
CHALLENGER DEVELOPMENT, INC.
KELLEHER SUBDIVISION NO. 2
DRAWING FILE NAME: 0021417W-CX-CR01

SHEET NUMBER
C3.0

REF. INDEX



- DRAINAGE SYSTEM NOTES**
1. ALL ON-SITE DRAINAGE FACILITIES MUST BE INSPECTED BY OWNER'S ENGINEER 48 HOURS BEFORE IS REQUIRED.
 2. SEPARATE BED MUST BE 3 FEET BACK FROM PROPERTY LINE AND NO GRADING IS PERMITTED WITHIN 2 FEET OF PROPERTY LINE.
 3. THE BED OF EXISTING DRAINAGE MUST BE ENDEAVORED TO 12" BELOW THE SURFACE.
 4. SEPARATION FROM THE BOTTOM OF THE DRAINAGE FACILITY TO SEASONAL HIGH GROUNDWATER SHALL BE A MINIMUM OF 2' CONTACT EXCEPT FOR A VENDED DRAINAGE FACILITY DESIGN IF BOTTOM OF FACILITY IS MINUS 2' OF SEASONAL HIGH GROUNDWATER ELEVATION. RE-DESIGNED FACILITY SHALL BE APPROVED BY THE PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION.
 5. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE DESIGNER AND THE CITY OF KANSAS PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION.
 6. THE CONTRACTOR SHALL CONTACT THE OWNER ENGINEER FOR INSPECTION OF ALL STORM WATER FACILITIES PRIOR TO THE PLACEMENT OF FILL OR FINISH. MINIMUM OF 24-HOUR NOTICE IS REQUIRED. APPROVAL IS CONTINGENT UPON INSPECTION.
 7. ALL MANHOLE LIDS, MONITOR WELLS, AND VALVE VALVES SHALL HAVE CONCRETE COLLARS PER SPEC AND CITY OF KANSAS STANDARDS.

WHPacific
 2141 W. Arrowway, Ste. 104
 208-242-2400 Fax: 208-242-2353
 www.whpacific.com

PROFESSIONAL ENGINEER
 No. 18625
 1/23/2018
 State of Idaho
 Brett M. Winkler

REVISIONS	NO.	BY	DATE	REMARKS

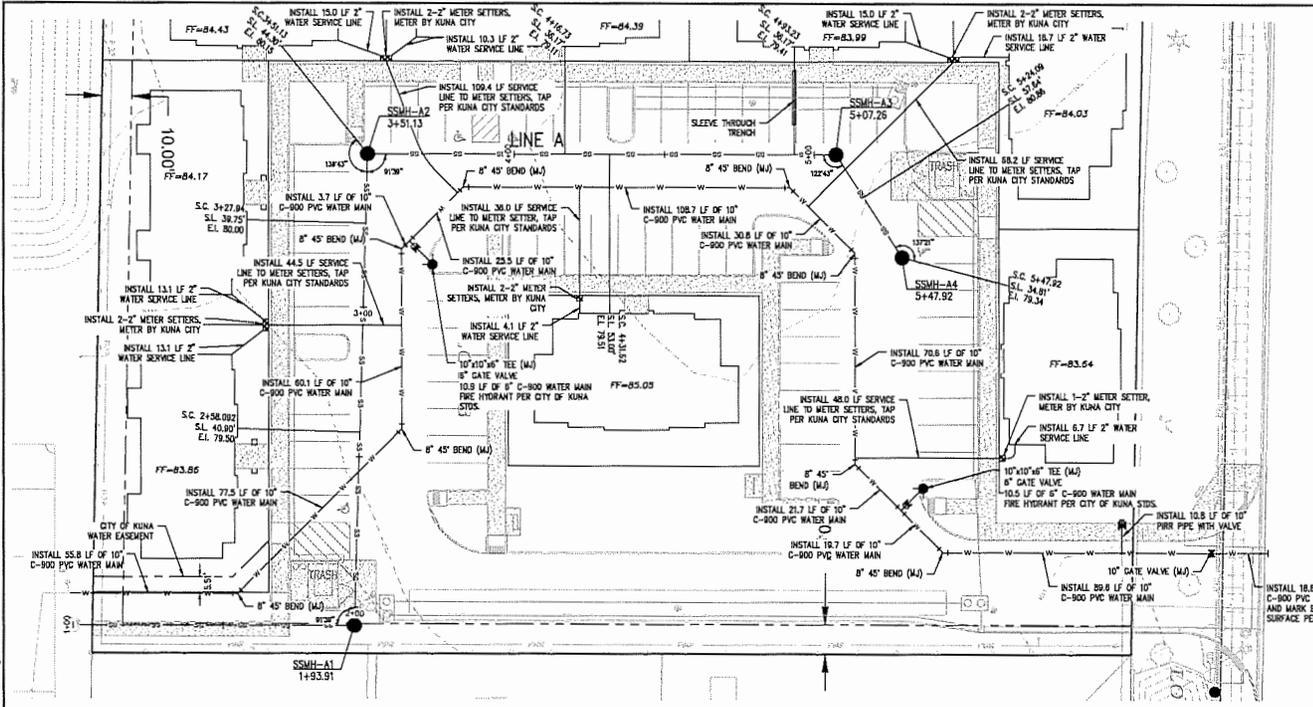
SHEET NO.	DATE	BY	CHKD.	APP'D.	DATE	BY	CHKD.	APP'D.

SCALE	AS NOTED

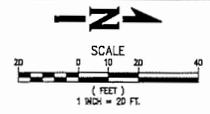
DETAILS
 CHALLENGER DEVELOPMENT, INC.
 KELLEHER SUBDIVISION NO. 2
 PROJECT NUMBER: P0221417W
 DRAWING REFERENCE: DETAILS

SHEET NUMBER
C4.0

DATE: 3/28/2018 11:14 AM [AUTHOR: mferrell] [PROJECT: CHG To RFP.ec3] [STYLE: WHP-Standard_Lead.dwg] [PLOTTER: p2:Challenger_development, inc\p0221417w\external\Drawings\DWG\DETAILS.dwg] [LAYOUT: DETAILS]



E. HUBBARD ROAD



LEGEND:

- EXIST. FOUND MONUMENT, AS NOTED
- EXIST. FOUND "N" REBAR #1/PVC PL# 821 OR AS NOTED
- EXIST. FIRE HYDRANT
- EXIST. WATER MANHOLE
- EXIST. WATER VALVE
- EXIST. WATER METER
- EXIST. STORMWATER MANHOLE
- EXIST. DRAIN WALE
- EXIST. SANITARY SEWER MANHOLE
- EXIST. TELEPHONE RISER
- EXIST. CONCRETE TREE
- EXIST. DECIDUOUS TREE
- EXIST. SANITARY SEWER
- EXIST. WATER LINE
- EXIST. CHAINLINK FENCE
- EXIST. VINYL FENCE
- EXIST. ROLLED CURB AND GUTTER
- EXIST. EXTRUDED CURB
- EXIST. DONTOLIN-ANOR
- EXIST. VERTICAL CURB & GUTTER
- CONST. 8" EXTRUDED CURB
- CONST. SAWCUT
- CONST. PARKING STRIPING
- CONST. CONCRETE SIDEWALK PER USPC 50-709
- CONST. THICKENED EDGE SIDEWALK PER DETAIL
- CONST. FIRE HYDRANT
- CONST. SANITARY SEWER MANHOLE
- CONST. DATCH BASIN
- CONST. WATER METER
- CONST. WATER VALVE
- CONST. MONITORING WELL
- CONST. SANITARY SEWER
- CONST. STORM DRAIN
- CONST. 2" WATER SERVICE

WHPacific
2141 WARDENWAY, SU 134
200-543-5400 Fax: 200-547-5503
www.whpacific.com

PROFESSIONAL ENGINEER
STATE OF HAWAII
8325
1/16/2010
DATE OF ISSUANCE
MATT M. MUNDLER

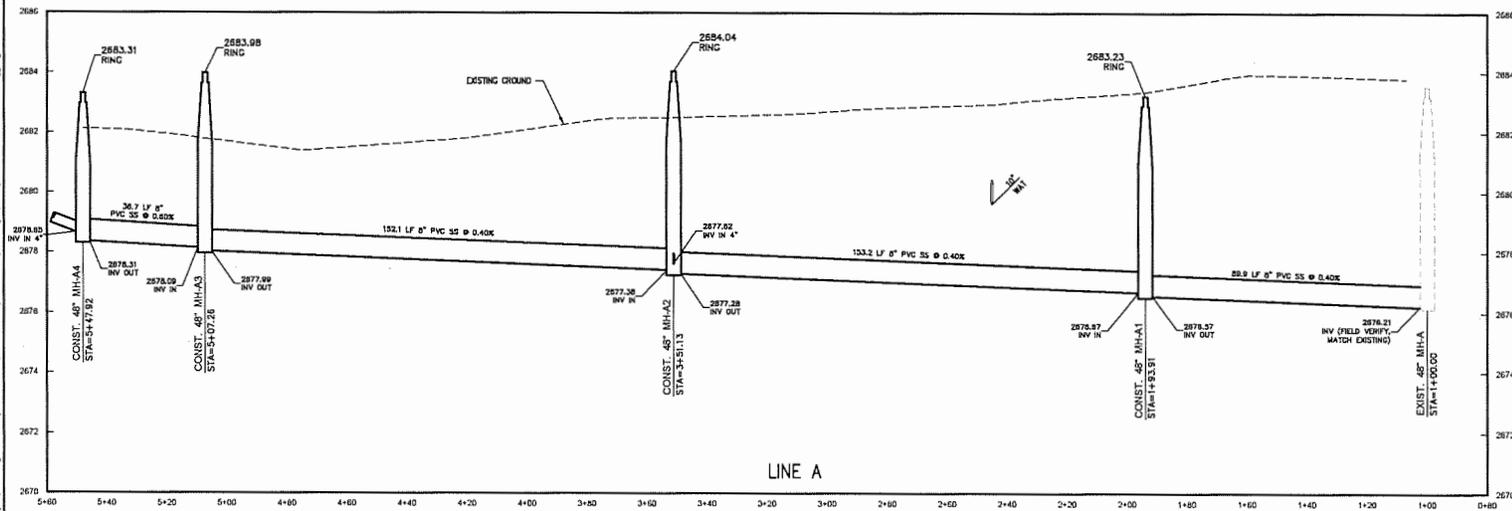
NO.	DATE	REVISIONS	REMARKS

SHEET NO.	DATE	BY	CHKD.	APP.	LAST DATE	PROJECT

UTILITY PLAN
CHALLENGER DEVELOPMENT, INC.
KELLEHER SUBDIVISION NO. 2
PROJECT NO. 18-01-CPF
PROJECT DATE: 1/16/2018
PROJECT NO. 18-01-CPF-UT01

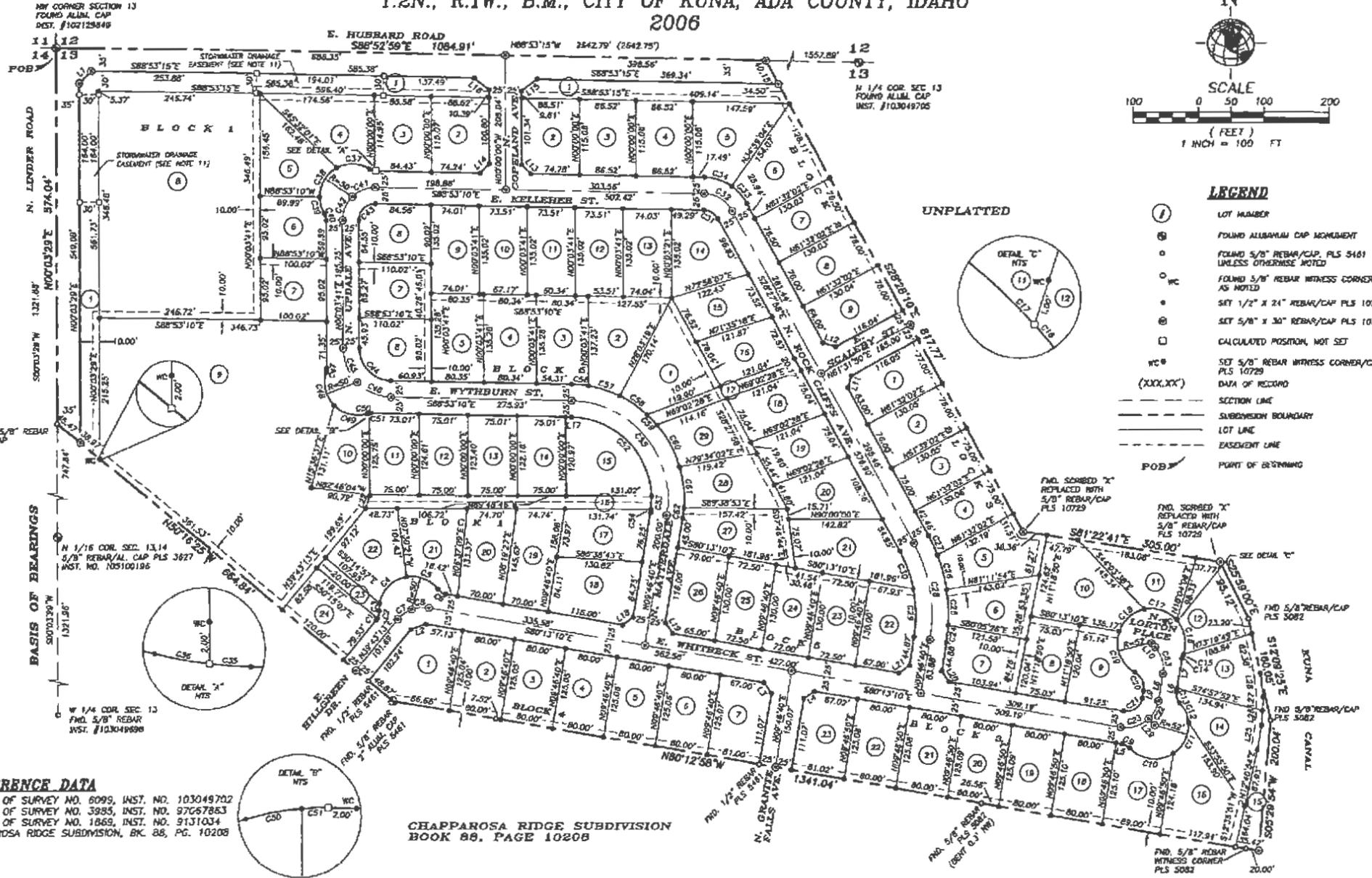
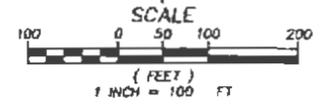
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 (PATH: Z:\challeng\development, inc\p02147\Resolution\Drawings\CKA\002147W-C5-UT01.dwg)



KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006



LEGEND

- ① LOT NUMBER
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR/CAP, PLS 5461 UNLESS OTHERWISE NOTED
- FOUND 5/8" REBAR WITNESS CORNER, AS NOTED
- SET 1/2" X 24" REBAR/CAP PLS 10729
- SET 5/8" X 30" REBAR/CAP PLS 10728
- CALCULATED POSITION, NOT SET
- WC ○ SET 5/8" REBAR WITNESS CORNER/CAP PLS 10729
- (XXX,XXX) DATE OF RECORD
- SECTION LINE
- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- POB POINT OF BEGINNING

REFERENCE DATA
 RECORD OF SURVEY NO. 6099, INST. NO. 103049702
 RECORD OF SURVEY NO. 3985, INST. NO. 97667863
 RECORD OF SURVEY NO. 1869, INST. NO. 9131034
 CHAPPAROSA RIDGE SUBDIVISION, BK. 88, PG. 10208

CHAPPAROSA RIDGE SUBDIVISION
 BOOK 88, PAGE 10208

NOTES
 1. SEE SHEET 2 OF 4 FOR LINE AND CURVE TABLES.
 2. SEE SHEET 2 OF 4 FOR SUBDIVISION NOTES.



W&H PACIFIC
 3130 S. Owyhee St.
 Boise, Idaho 83705-4786
 (208)348-6400
 (208)348-5363 Fax
 whpacific.com

KELLEHER SUBDIVISON

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

LINE	BEARING	DISTANCE
1	S89°00'00"W	200.00
2	S89°00'00"W	200.00
3	S89°00'00"W	200.00
4	S89°00'00"W	200.00
5	S89°00'00"W	200.00
6	S89°00'00"W	200.00
7	S89°00'00"W	200.00
8	S89°00'00"W	200.00
9	S89°00'00"W	200.00
10	S89°00'00"W	200.00
11	S89°00'00"W	200.00
12	S89°00'00"W	200.00
13	S89°00'00"W	200.00
14	S89°00'00"W	200.00
15	S89°00'00"W	200.00
16	S89°00'00"W	200.00
17	S89°00'00"W	200.00
18	S89°00'00"W	200.00
19	S89°00'00"W	200.00
20	S89°00'00"W	200.00
21	S89°00'00"W	200.00
22	S89°00'00"W	200.00
23	S89°00'00"W	200.00
24	S89°00'00"W	200.00
25	S89°00'00"W	200.00
26	S89°00'00"W	200.00
27	S89°00'00"W	200.00
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29	S89°00'00"W	200.00
30	S89°00'00"W	200.00
31	S89°00'00"W	200.00
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79	S89°00'00"W	200.00
80	S89°00'00"W	200.00
81	S89°00'00"W	200.00
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87	S89°00'00"W	200.00
88	S89°00'00"W	200.00
89	S89°00'00"W	200.00
90	S89°00'00"W	200.00
91	S89°00'00"W	200.00
92	S89°00'00"W	200.00
93	S89°00'00"W	200.00
94	S89°00'00"W	200.00
95	S89°00'00"W	200.00
96	S89°00'00"W	200.00
97	S89°00'00"W	200.00
98	S89°00'00"W	200.00
99	S89°00'00"W	200.00
100	S89°00'00"W	200.00

SUBDIVISION	BEARING	DISTANCE	AREA	PER. AREA	PER. DIST.
1	S89°00'00"W	200.00	40000.00	0.0000	200.00
2	S89°00'00"W	200.00	40000.00	0.0000	200.00
3	S89°00'00"W	200.00	40000.00	0.0000	200.00
4	S89°00'00"W	200.00	40000.00	0.0000	200.00
5	S89°00'00"W	200.00	40000.00	0.0000	200.00
6	S89°00'00"W	200.00	40000.00	0.0000	200.00
7	S89°00'00"W	200.00	40000.00	0.0000	200.00
8	S89°00'00"W	200.00	40000.00	0.0000	200.00
9	S89°00'00"W	200.00	40000.00	0.0000	200.00
10	S89°00'00"W	200.00	40000.00	0.0000	200.00
11	S89°00'00"W	200.00	40000.00	0.0000	200.00
12	S89°00'00"W	200.00	40000.00	0.0000	200.00
13	S89°00'00"W	200.00	40000.00	0.0000	200.00
14	S89°00'00"W	200.00	40000.00	0.0000	200.00
15	S89°00'00"W	200.00	40000.00	0.0000	200.00
16	S89°00'00"W	200.00	40000.00	0.0000	200.00
17	S89°00'00"W	200.00	40000.00	0.0000	200.00
18	S89°00'00"W	200.00	40000.00	0.0000	200.00
19	S89°00'00"W	200.00	40000.00	0.0000	200.00
20	S89°00'00"W	200.00	40000.00	0.0000	200.00
21	S89°00'00"W	200.00	40000.00	0.0000	200.00
22	S89°00'00"W	200.00	40000.00	0.0000	200.00
23	S89°00'00"W	200.00	40000.00	0.0000	200.00
24	S89°00'00"W	200.00	40000.00	0.0000	200.00
25	S89°00'00"W	200.00	40000.00	0.0000	200.00
26	S89°00'00"W	200.00	40000.00	0.0000	200.00
27	S89°00'00"W	200.00	40000.00	0.0000	200.00
28	S89°00'00"W	200.00	40000.00	0.0000	200.00
29	S89°00'00"W	200.00	40000.00	0.0000	200.00
30	S89°00'00"W	200.00	40000.00	0.0000	200.00
31	S89°00'00"W	200.00	40000.00	0.0000	200.00
32	S89°00'00"W	200.00	40000.00	0.0000	200.00
33	S89°00'00"W	200.00	40000.00	0.0000	200.00
34	S89°00'00"W	200.00	40000.00	0.0000	200.00
35	S89°00'00"W	200.00	40000.00	0.0000	200.00
36	S89°00'00"W	200.00	40000.00	0.0000	200.00
37	S89°00'00"W	200.00	40000.00	0.0000	200.00
38	S89°00'00"W	200.00	40000.00	0.0000	200.00
39	S89°00'00"W	200.00	40000.00	0.0000	200.00
40	S89°00'00"W	200.00	40000.00	0.0000	200.00
41	S89°00'00"W	200.00	40000.00	0.0000	200.00
42	S89°00'00"W	200.00	40000.00	0.0000	200.00
43	S89°00'00"W	200.00	40000.00	0.0000	200.00
44	S89°00'00"W	200.00	40000.00	0.0000	200.00
45	S89°00'00"W	200.00	40000.00	0.0000	200.00
46	S89°00'00"W	200.00	40000.00	0.0000	200.00
47	S89°00'00"W	200.00	40000.00	0.0000	200.00
48	S89°00'00"W	200.00	40000.00	0.0000	200.00
49	S89°00'00"W	200.00	40000.00	0.0000	200.00
50	S89°00'00"W	200.00	40000.00	0.0000	200.00
51	S89°00'00"W	200.00	40000.00	0.0000	200.00
52	S89°00'00"W	200.00	40000.00	0.0000	200.00
53	S89°00'00"W	200.00	40000.00	0.0000	200.00
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55	S89°00'00"W	200.00	40000.00	0.0000	200.00
56	S89°00'00"W	200.00	40000.00	0.0000	200.00
57	S89°00'00"W	200.00	40000.00	0.0000	200.00
58	S89°00'00"W	200.00	40000.00	0.0000	200.00
59	S89°00'00"W	200.00	40000.00	0.0000	200.00
60	S89°00'00"W	200.00	40000.00	0.0000	200.00
61	S89°00'00"W	200.00	40000.00	0.0000	200.00
62	S89°00'00"W	200.00	40000.00	0.0000	200.00
63	S89°00'00"W	200.00	40000.00	0.0000	200.00
64	S89°00'00"W	200.00	40000.00	0.0000	200.00
65	S89°00'00"W	200.00	40000.00	0.0000	200.00
66	S89°00'00"W	200.00	40000.00	0.0000	200.00
67	S89°00'00"W	200.00	40000.00	0.0000	200.00
68	S89°00'00"W	200.00	40000.00	0.0000	200.00
69	S89°00'00"W	200.00	40000.00	0.0000	200.00
70	S89°00'00"W	200.00	40000.00	0.0000	200.00
71	S89°00'00"W	200.00	40000.00	0.0000	200.00
72	S89°00'00"W	200.00	40000.00	0.0000	200.00
73	S89°00'00"W	200.00	40000.00	0.0000	200.00
74	S89°00'00"W	200.00	40000.00	0.0000	200.00
75	S89°00'00"W	200.00	40000.00	0.0000	200.00
76	S89°00'00"W	200.00	40000.00	0.0000	200.00
77	S89°00'00"W	200.00	40000.00	0.0000	200.00
78	S89°00'00"W	200.00	40000.00	0.0000	200.00
79	S89°00'00"W	200.00	40000.00	0.0000	200.00
80	S89°00'00"W	200.00	40000.00	0.0000	200.00
81	S89°00'00"W	200.00	40000.00	0.0000	200.00
82	S89°00'00"W	200.00	40000.00	0.0000	200.00
83	S89°00'00"W	200.00	40000.00	0.0000	200.00
84	S89°00'00"W	200.00	40000.00	0.0000	200.00
85	S89°00'00"W	200.00	40000.00	0.0000	200.00
86	S89°00'00"W	200.00	40000.00	0.0000	200.00
87	S89°00'00"W	200.00	40000.00	0.0000	200.00
88	S89°00'00"W	200.00	40000.00	0.0000	200.00
89	S89°00'00"W	200.00	40000.00	0.0000	200.00
90	S89°00'00"W	200.00	40000.00	0.0000	200.00
91	S89°00'00"W	200.00	40000.00	0.0000	200.00
92	S89°00'00"W	200.00	40000.00	0.0000	200.00
93	S89°00'00"W	200.00	40000.00	0.0000	200.00
94	S89°00'00"W	200.00	40000.00	0.0000	200.00
95	S89°00'00"W	200.00	40000.00	0.0000	200.00
96	S89°00'00"W	200.00	40000.00	0.0000	200.00
97	S89°00'00"W	200.00	40000.00	0.0000	200.00
98	S89°00'00"W	200.00	40000.00	0.0000	200.00
99	S89°00'00"W	200.00	40000.00	0.0000	200.00
100	S89°00'00"W	200.00	40000.00	0.0000	200.00

NOTES

- LOT 1, BLOCK 1, LOT 1, BLOCK 2, LOT 9, BLOCK 1, LOT 18, BLOCK 1, LOT 23, BLOCK 1, AND LOT 17, BLOCK 5 ARE COMMON AREA LOTS FOR THE PURPOSE OF UTILITIES, LANDSCAPE, RETENTION PONDS AND/OR INGRESS/EGRESS EASEMENTS AS SHOWN AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. LANDSCAPE OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. LOTS SHALL REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS WHICH MAY ADVERSELY IMPACT THE DRAINAGE SYSTEM.
- A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG THE SUBDIVISION BOUNDARY, AND THE FRONT AND REAR LOT LINES, UNLESS OTHERWISE DIMENSIONED. A 5 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG EACH SIDE OF INTERIOR LOT LINES, UNLESS OTHERWISE DIMENSIONED.
- ALL SIDEWALKS SHALL BE MAINTAINED BY THE ADA COUNTY HIGHWAY DISTRICT, AND AN EASEMENT FOR THOSE PORTIONS OF THE SIDEWALK LYING OUTSIDE THE RIGHT-OF-WAY HAS BEEN RECORDED AS INSTRUMENT NO. 108048495.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
- IRRIGATION WATER HAS BEEN PROVIDED FROM NEW YORK IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 31-3805(B). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM NEW YORK IRRIGATION DISTRICT, OR THEIR ASSIGNS.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
- DIRECT LOT ACCESS TO N. LINDER ROAD AND E. HUBBARD ROAD FROM ANY LOT OTHER THAN LOT 8, BLOCK 1 IS PROHIBITED.
- LOT 15, BLOCK 3 IS FOR THE PURPOSE OF THE KUNA CANAL EASEMENT, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- LOT 8, BLOCK 1 IS DESIGNATED AS A COMMERCIAL LOT TO BE OWNED AND MAINTAINED BY GAKWOOD ENTERPRISES, LLC.
- ALL OF LOTS 9 AND 23 BLOCK 1, AND LOT 17 BLOCK 5, AND A PORTION OF LOT 1 BLOCK 1 AS SHOWN ON THE FACE OF THIS PLAT ARE SERVED TO AND CONTAINS THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 10406841

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

OWNERS CERTIFICATE

Know all men by this presents: That the undersigned is the owner of the property described as follows and intends to include said property in this plat:

A parcel of land located in the NW1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows;

COMMENCING at the Aluminum Cap, Corner Record No. 102129849, marking the Northwest Corner of said Section 13 being also the POINT OF BEGINNING;

- Thence South 88°52'59" East coincident with the North line of said Northwest 1/4 of Section 13, 1084.91 feet to a set 5/8" rebar/cap PLS 10729;
 - Thence, leaving said section line, South 28°28'10" East, 817.77 feet to a set 5/8" rebar/cap PLS 10729;
 - Thence South 81°22'41" East, 305.00 feet to a set 5/8" rebar/cap 10729;
 - Thence South 25°59'00" East, 95.12 feet to a found 5/8" rebar/cap PLS 5082;
 - Thence South 12°09'25" East, 160.05 feet to a found 5/8" rebar/cap PLS 5082;
 - Thence South 05°29'54" West, 200.04 feet to a set 5/8" rebar/cap PLS 10729;
 - Thence North 80°12'58" West coincident with the northerly line of Chapparosa Ridge Subdivision Book 88, Page 1D20B, Ada County Records, 1341.04 feet to a found 5/8" rebar/aluminum cap PLS 5461;
 - Thence North 50°16'25" West coincident with said northerly line of Chopporosa Ridge Subdivision, 664.84 feet to a point on the West line of said Northwest 1/4 of Section 13 and a found 5/8" rebar/cap PLS 5082;
 - Thence North 00°03'29" East coincident with the West line of the said Northwest 1/4 of Section 13, a distance of 574.04 feet to the POINT OF BEGINNING.
- Said parcel contains 33.01 acres, more or less.

The public streets shown on this plat are hereby dedicated to the public. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is perpetually reserved for public utilities and for any other uses as designated hereon and no permanent structures are to be erected within the lines of said easements. All lots shown on this plat will be eligible to receive water service from the Kuna Sewer and Water District and the Kuna Sewer and Water District has agreed in writing to serve all of the lots in this subdivision.

COREY BARTON - MEMBER
DYVER DEVELOPMENT L.L.C.

ACKNOWLEDGMENT

State of Idaho }
County of Ada } ss

On this 3rd day of October 2006, before me Adair Koltas, a Notary Public in and for said State, personally appeared Carey Barton, known or identified to me to be a member of Dyver Development L.L.C., and the manager who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said limited liability company's name.

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

Adair Koltas
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-03-2010



CERTIFICATE OF SURVEYOR

I, Travis P. Foster, do hereby state that I am a Land Surveyor, licensed by the State of Idaho, and that this plat, as described in the Certificate of Owners and the attached plat, was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, in conformity with the State of Idaho Codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.

Travis P. Foster
PROFESSIONAL LAND SURVEYOR
REGISTERED SURVEYOR
10729
STATE OF IDAHO
TRAVIS P. FOSTER
10/4/06

W&H PACIFIC
3130 S. Owyhee St.
Boise, Idaho 83705-4768
(208) 342-6400
(208) 342-8363 Fax
whpacifllo.com

Planners • Engineers • Surveyors • Landscape Architects

KELLEHER SUBDIVISON

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

CERTIFICATE OF COUNTY SURVEYOR

I, David J. Couch, 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.

David J. Couch
Ada County Surveyor PLS.970
10-12-06
Date



APPROVAL OF CITY ENGINEER

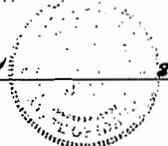
I, KEVEN T. SHREEVE, the undersigned City Engineer in and for the City of Kuna, Ada County, Idaho, hereby approve this plat.

Keven T. Shreve
City Engineer
8/9/06
Date

APPROVAL OF CITY COUNCIL

I, Lynnda Burgess, the undersigned City Clerk in and for the City of Kuna, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on this 2nd day of May, 2006. This plat was duly accepted and approved.

Lynnda Burgess
City Clerk, Kuna, Idaho
5/2/06
Date



APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

This plat was accepted and approved by the Board of Ada County Highway District Commissioners on this 7th day of June, 2006.

John J. Knudsen
Ada County Highway District Chairman
Date



CERTIFICATE OF COUNTY TREASURER

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



Lynnda Fischer by Angela Smith
County Treasurer Deputy
10/13/06
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 re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Paul H. Ross
District Health Department, REHS
6/28/06
Date



COUNTY RECORDER'S CERTIFICATE

State of Idaho } ss
County of Ada }

I hereby certify that this instrument was filed for record at the request of W&H Pacific at 80 minutes past 3 o'clock P.M. on this 18th day of October, 2006, in Book 96 of plats at Pages 117A through 119B.

CPAUSER
Deputy
Fee \$ 21.00
Inst. No. 106162920

J David Navarro
Ex-Officio Recorder



Planners • Engineers • Surveyors • Landscape Architects

BOOK 96, PAGE 119B2

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/28/07 11:18 AM
DEPUTY Neave Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 18.00

699 of 167



107028466

ACCOMMODATION

0A8571

SUPPLEMENTAL DECLARATION OF ANNEXATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHAPPAROSA RIDGE SUBDIVISION NO 2
(Platted as Kelleher Subdivision)

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Dyver Development, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Kuna, County of Ada, State of Idaho, which is particularly described as:

Kelleher Subdivision No. 1 according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982, Instrument #106162930 recorded October 13, 2006; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference:

WHEREAS, Declarant has heretofore recorded a Declaration Establishing Covenants, Conditions and Restrictions for Chapparosa Ridge Subdivision No. 1, recorded on November 26, 2004, as Instrument Number: 104150179, records of Ada County, Idaho.

WHEREAS, Chapparosa Subdivision #2 (platted as Kelleher Subdivision No. 1), herein after referred to as Chapparosa Subdivision #2 is being developed according to a master plan of development and is thereby related to Chapparosa Ridge Subdivision No. 1, and Declarant desires that Chapparosa Subdivision No. 2 be subject to the covenants, conditions and restrictions for Chapparosa Ridge Subdivision No. 1 as set forth in the Declaration (as Declaration may be, from time to time, amended), and that owners of Building Lots or parcels within the boundaries of Chapparosa Subdivision No. 2 be members of Chapparosa Ridge Subdivision Homeowners Association, Inc.:

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I

Chapparosa Subdivision #2 shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended, incorporated herein by this reference as if set forth in full, which easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with and bind, Chapparosa Subdivision #2 and each and every part, parcel and Building Lot thereof, and be binding on all parties having any right, title or interest in Chapparosa Subdivision #2 or any parcel or building lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II

Pursuant to the Sections 1.2 and 6.1 of the Declaration, the Declaration is hereby amended to include Chapparosa Subdivision #2, and Chapparosa Subdivision #2 is hereby made subject to and the beneficiary of the rights, privileges, restrictions and covenants set forth in the Declaration. Chapparosa Subdivision #2 is designated a "Tract" as defined in Section 3.15 of the Declaration, and is hereby annexed to the Property covered by the Declaration and is included within the term "Property" as used in the Declaration.



ARTICLE III

Except for terms expressly defined herein, all capitalized terms shall have the same meaning as defined in the Declaration.

ARTICLE IV

The Chapparosa Subdivision #2 shall be subject to all city and county setbacks and utility easements as set forth on the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho, in Book 96 of plats at pages 11979-11982; more particularly described on Exhibit "A" attached hereto and incorporated herein by this Reference.

ARTICLE V

The maximum annual assessment is defined in Section 9.2 of the Declaration. The Set-up fee is to be collected at the close of each Building Lot in the amount of Two Hundred Dollars and no/100 (\$200.00) and made payable to the Association. Upon the transfer of any Building Lot and recording of the deed, each buyer at closing shall pay to the Association a special transfer assessment of Twenty Five Dollars and no/100 (\$25.00). A one-time site fee is to be collected at the close of each building lot in the amount of One Hundred Fifty Dollars and no/100 (\$150.00) payable to the Association.

ARTICLE VI

The Common Areas granted to the Chapparosa Ridge Homeowners Association, Inc. are:

Lots 1, 9, 16, and 23, block 1; Lots 1, block 2; Lot 15, block 3; Lot 17, block 5; of the Kelleher Subdivision.

This Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances (other than easements, taxes, and common restrictions) and shall be owned and maintained by the Association.

Notes. The Common Area is subject to the following "Notes," as stated on the final recorded Plat for KELLEHER SUBDIVISION, recorded in County of Ada, Idaho and recorded as instrument #106162930:

(The specific lots identified as Common Area in Section 10.1 of the Declaration refer to lots and blocks in the Chapparosa Ridge Subdivision No. 1 only.) All Common Area, including the original Common Area identified as such in Section 10.1 of the Declaration, and the Common Area identified as such in this Supplemental Declaration and in any future Supplemental Declaration, shall all be included within the term "Common Area" as used in the Declaration and shall be shared among the owners of all Building Lots in the Property (including future annexed Tracts), as provided in Article X of the Declaration.

ARTICLE VII

The Grantor will maintain Architectural Control over the Chapparosa Ridge Subdivision #2 until such time that home construction is complete. At the point that all the homes are built in Chapparosa Ridge Subdivision #2) subdivision Architectural Control of the subdivision will revert to the AC Committee that is currently in office with the Chapparosa Homeowners Association, Inc.

ARTICLE VIII

There is an ingress/egress deed across a portion of Lot 1, Block 1 for the express purpose of ingress/egress to Commercial Lot 8, Block 1 of the Chapparosa Ridge Subdivision #2. The ingress/egress deed was recorded as instrument # 107019882 and made a part hereto as Exhibit "B".

ARTICLE IX

Lot 8, Block 1 is a Commercial Lot not owned by the Grantor and is exempt from the ACC guidelines established in the Declaration. The tenant(s)/Owner(s) of Lot 8, Block 1 will be responsible for paying Five Hundred dollars and no/100's (\$500.00) per year to the Chapparosa Ridge Homeowners Association, Inc. for maintenance of a portion of Lot 1, Block 1 the common area berm adjacent to Lot 8, Block 1. The Association may use the same options to perpetuate collection of non paid dues as stated in Sections 9.6 and 9.7 of the Declaration. The current tenant(s)/owner(s) nor any future tenant(s)/owner(s) of Lot 8, Block 1 will have no voting rights or be able to participate in any regular business regarding the Chapparosa Subdivision or the Association.

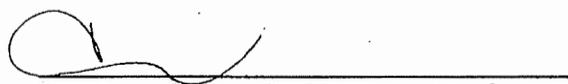
Neither the Chapparosa Homeowners Association Board, ACC committee, nor any homeowner in Chapparosa Ridge Subdivision #1 or #2 (which is platted at Kelleher) have any authority over Lot 8, Block 1 and more specifically no authority in any future use or architectural controls including but not limited to land use, zoning, business uses, commercial activities, building style, construction material or any other rights or decision making capabilities.

The tenant(s)/Owner(s) of Lot 8, Block 1 have the right to de-annex from the Chapparosa Ridge Subdivision at any time and at tenant(s)/Owner(s) sole discretion. In the event of de-annexation from Chapparosa Ridge Subdivision the commercial lot shall be responsible for the repair/maintenance of the portion of Lot 1, Block 1 as described in the attached deed recorded as instrument #107019882 and attached as Exhibit B.

The residents of Chapparosa Ridge Subdivision #2 (platted as Kelleher) understand that Lot 8 Block 1 is a commercial lot and by accepting a deed to a lot and by reading and accepting this document approve of the commercial lot and any legal uses associated therein as allowed by the applicable government agencies.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 26th day of February 2007.

DYVER DEVELOPMENT, LLC,
An Idaho Limited Liability Company


By: Corey Barton, Its Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of February, 2007, before me, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Managing Member of Dyver Development, LLC, a Limited Liability Company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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



Adair Koltjes
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-05-2010

Inst # 106162930 Recorded 10-13-06 Book 96: pg 11979 - 11982

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006

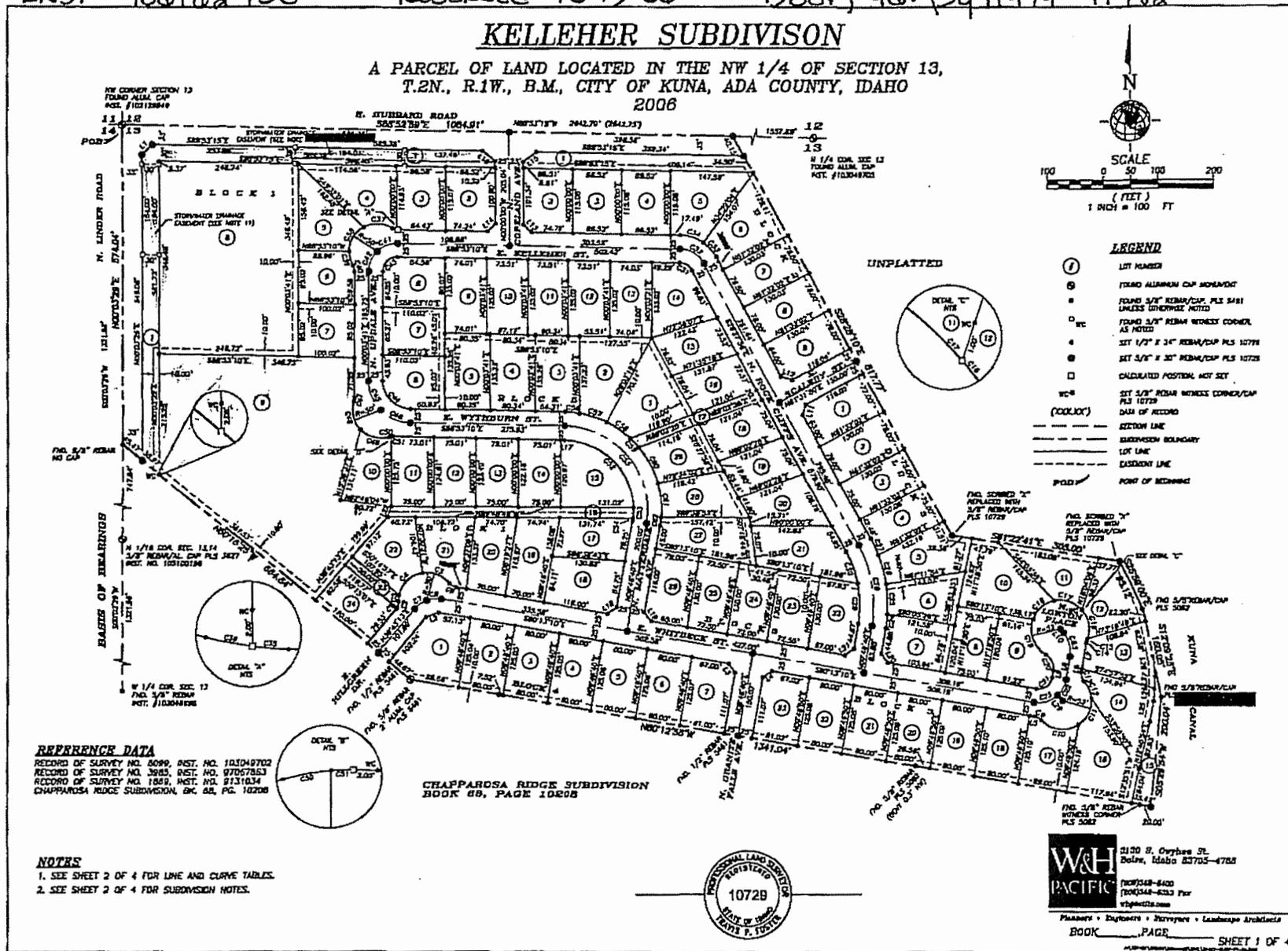
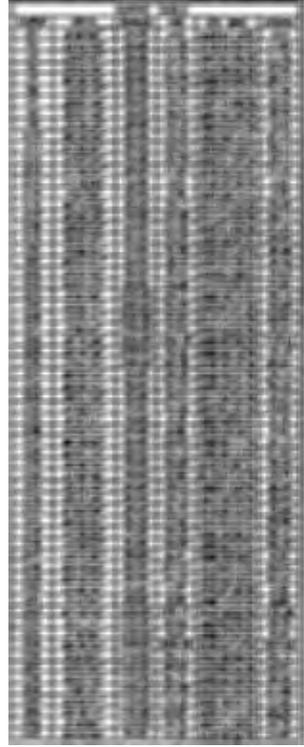
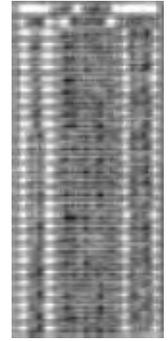


Exhibit "A"

KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 13,
T.2N., R.1W., B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2006



NOTES

1. LOT 1, BLOCK 1, LOT 2, BLOCK 2, LOT 3, BLOCK 3, LOT 4, BLOCK 4, LOT 5, BLOCK 5, LOT 6, BLOCK 6, LOT 7, BLOCK 7, LOT 8, BLOCK 8, LOT 9, BLOCK 9, LOT 10, BLOCK 10, LOT 11, BLOCK 11, LOT 12, BLOCK 12, LOT 13, BLOCK 13, LOT 14, BLOCK 14, LOT 15, BLOCK 15, LOT 16, BLOCK 16, LOT 17, BLOCK 17, LOT 18, BLOCK 18, LOT 19, BLOCK 19, LOT 20, BLOCK 20, LOT 21, BLOCK 21, LOT 22, BLOCK 22, LOT 23, BLOCK 23, LOT 24, BLOCK 24, LOT 25, BLOCK 25, LOT 26, BLOCK 26, LOT 27, BLOCK 27, LOT 28, BLOCK 28, LOT 29, BLOCK 29, LOT 30, BLOCK 30, LOT 31, BLOCK 31, LOT 32, BLOCK 32, LOT 33, BLOCK 33, LOT 34, BLOCK 34, LOT 35, BLOCK 35, LOT 36, BLOCK 36, LOT 37, BLOCK 37, LOT 38, BLOCK 38, LOT 39, BLOCK 39, LOT 40, BLOCK 40, LOT 41, BLOCK 41, LOT 42, BLOCK 42, LOT 43, BLOCK 43, LOT 44, BLOCK 44, LOT 45, BLOCK 45, LOT 46, BLOCK 46, LOT 47, BLOCK 47, LOT 48, BLOCK 48, LOT 49, BLOCK 49, LOT 50, BLOCK 50, LOT 51, BLOCK 51, LOT 52, BLOCK 52, LOT 53, BLOCK 53, LOT 54, BLOCK 54, LOT 55, BLOCK 55, LOT 56, BLOCK 56, LOT 57, BLOCK 57, LOT 58, BLOCK 58, LOT 59, BLOCK 59, LOT 60, BLOCK 60, LOT 61, BLOCK 61, LOT 62, BLOCK 62, LOT 63, BLOCK 63, LOT 64, BLOCK 64, LOT 65, BLOCK 65, LOT 66, BLOCK 66, LOT 67, BLOCK 67, LOT 68, BLOCK 68, LOT 69, BLOCK 69, LOT 70, BLOCK 70, LOT 71, BLOCK 71, LOT 72, BLOCK 72, LOT 73, BLOCK 73, LOT 74, BLOCK 74, LOT 75, BLOCK 75, LOT 76, BLOCK 76, LOT 77, BLOCK 77, LOT 78, BLOCK 78, LOT 79, BLOCK 79, LOT 80, BLOCK 80, LOT 81, BLOCK 81, LOT 82, BLOCK 82, LOT 83, BLOCK 83, LOT 84, BLOCK 84, LOT 85, BLOCK 85, LOT 86, BLOCK 86, LOT 87, BLOCK 87, LOT 88, BLOCK 88, LOT 89, BLOCK 89, LOT 90, BLOCK 90, LOT 91, BLOCK 91, LOT 92, BLOCK 92, LOT 93, BLOCK 93, LOT 94, BLOCK 94, LOT 95, BLOCK 95, LOT 96, BLOCK 96, LOT 97, BLOCK 97, LOT 98, BLOCK 98, LOT 99, BLOCK 99, LOT 100, BLOCK 100.
2. A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITY, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG THE SECTION 13 BOUNDARY, AND THE FRONT AND REAR LOT LINES, UNLESS OTHERWISE DESIGNATED. A 5 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITY, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG EACH SIDE OF ADJACENT LOT LINES, UNLESS OTHERWISE DESIGNATED.
3. ALL EASEMENTS SHALL BE MAINTAINED BY THE ADA COUNTY HIGHWAY DISTRICT, AND AN EASEMENT FOR PACE PROCEEDS OF THE EASEMENT LINES OUTSIDE THE RIGHT-OF-WAY HAS BEEN RECORDED AS INSTRUMENT 181, 1060-8-8-13.
4. THIS INSTRUMENT RECORDED SECTION 20-4-2008 OF IDAHO CODE, REPEALS THE RULES AND REGULATIONS THAT APPLICABLE TO THE SUBDIVISION ON THE DATE OF RECORDED INSTRUMENT 181, 1060-8-8-13, AND ANY CHANGES TO THE RULES AND REGULATIONS THAT APPLICABLE TO THE SUBDIVISION ON THE DATE OF RECORDED INSTRUMENT 181, 1060-8-8-13, SHALL BE APPLICABLE TO THE SUBDIVISION ON THE DATE OF RECORDED INSTRUMENT 181, 1060-8-8-13.
5. IRRIGATION WATER HAS BEEN PROVIDED FROM NEW YORK IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 21-1002-101, LOTS BORN IN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE DESIGNATED FOR ASSIGNMENT FROM NEW YORK IRRIGATION DISTRICT, OR THEIR ASSIGNS.
6. ANY REZONING OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE REZONING.
7. MINIMAL BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND ORDINANCE REGULATIONS AT THE TIME OF OCCUPANCY OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
8. DIRECT LOT ACCESS TO N. LINCOLN ROAD AND E. HARRARD ROAD FROM ANY LOT OTHER THAN LOT 2, BLOCK 1 IS PROHIBITED.
9. LOT 13, BLOCK 3 IS FOR THE PURPOSE OF THE KUNA CANAL EASEMENT, TO BE PROVIDED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. LOT 8, BLOCK 1 IS DESIGNATED AS A COMMERCIAL LOT TO BE OWNED AND MAINTAINED BY DANWOOD ENTERPRISES, LLC.

Exhibit "A"



W&H PRACTICE
 3120 E. Owyhee St.
 Boise, Idaho 83705-4700
 (208) 344-5400
 (208) 344-8233 Fax
 w&h@w&h.com

Planners • Engineers • Surveyors • Landscape Architects

BOOK _____ PAGE _____

Exhibit "B"

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/09/07 04:32 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 3.00
1
107019882



8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

ACCOMMODATION

0A8529

QUIT CLAIM DEED

224310

For Value Received

Dyver Development, LLC

do hereby convey, release, remise and forever quit claim unto

JRL Properties, L.P., as to an undivided 50% interest and
Glasgow Enterprises, LLC, as to an undivided 50% interest

whose address is 2364 S. Titanium, Meridian, Idaho 83642

the following described premises, to-wit:

A nonexclusive easement for ingress, egress and utilities over and across those portions of Lot 1, Block 1 of Kelleher Subdivision, according to the official plat thereof, filed in Book 88 of Plats at Pages 11879 - 11882, records of Ada County, Idaho, lying Northerly of the Westerly extension of the Southerly line of Lot 8 of Block 1 of said Kelleher Subdivision and lying Westerly of the Northerly extension of the Easterly line of said Lot 8 of Block 1 of said Kelleher Subdivision. Said easement is appurtenant to said Lot 8, Block 1 of said Kelleher Subdivision.

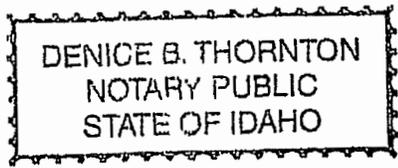
together with their appurtenances.

Dated: February 8, 2007

Dyver Development, LLC

STATE OF Idaho, County of Ada, ss

On this 8th day of February, in the year of 2007, before me The Undersigned, a notary public, personally appeared Carey Barton, known or identified to be one of the member(s)/manager(s) in a limited liability company, of Dyver Development, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.



Notary Public of
Residing at
Commission expires:

Residing in: Meridian, Idaho
Commission Expires: 08-03-2010

Jace Hellman

From: Jace Hellman
Sent: Friday, April 20, 2018 2:18 PM
To: ACHD; Ada County Engineer; Adam Ingram; Attorney Icloud; Becky Rone - Kuna USPS Addressing; Bob Bachman; Boise Project Board of Control; Boise Project Board of Control; Cable One t.v.; Central District Health Dept. CDHD; COMPASS; DEQ (Alicia.martin@deq.idaho.gov); Eric Adolfson; Idaho Power; Idaho Power; Idaho Power Easements 1; 'Idaho Power Easments 2'; Intermountain Gas; Intermountain Gas; J&M Sanitation - Chad Gordon; Julie Stanely - Regional Address Mgmt.; Ken Couch: Idaho Transportation Department; Kuna Police; Kuna Postmaster - Marc C. Boyer; Kuna School District; Kuna School District; Kuna School District; Megan Leatherman; Nampa Meridian Irrigation District; New York Irrigation; Paul Stevens; Perry Palmer; Planning Mgr: Ada County Development Services; Terry Gammel
Subject: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF (Combination Preliminary & Final Plat) - Kelleher Sub No. 2
Attachments: Agency Packet 4.20.18.pdf

April 20, 2018

Notice is hereby given by the City of Kuna that the following actions are under consideration:

FILE NUMBER:	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
PROJECT DESCRIPTION	Applicant requests approval of a Combination Preliminary & Final Plat in order to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots, and one common lot.
SITE LOCATION	South East Corner of West Hubbard Road and Linder Road, Kuna ID, 83634.
REPRESENTATIVE	<i>WH Pacific Inc.</i> Jane Suggs 2141 W. Airport Way, Suite 104 Boise, ID 83709 208.275.8729 jsuggs@whpacific.com
SCHEDULED HEARING DATE	Tuesday, June 26, 2018 6:00 P.M.
STAFF CONTACT	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 922.5274 Fax: 922.5989

We have enclosed information to assist you with your consideration and response. *No response within 15 business days will indicate you have no objection or comments for this project.* We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. **If your agency needs different/additional plans or paper copies to review, notify our office and we will send them. Please notify our office who future packets should be sent to, include their email.** If your agency needs additional time for review, please let our office know ASAP.

Jace Hellman

Planner II

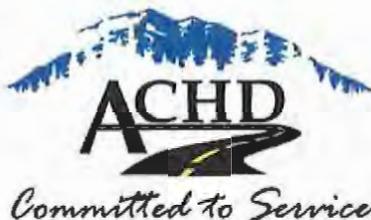
City of Kuna

751 W 4th Street

Kuna, ID 83634

Jhellman@kunalD.gov





Paul Woods, President
Rebecca W. Arnold, Vice President
Sara M. Baker, Commissioner
Kent Goldthorpe, Commissioner
Jim Hansen, Commissioner

Date: May 11 2018

To: WH Pacific Inc.
Jane Suggs
2141 W Airport Way, Ste. 104
Boise, ID 83705

Subject: Kelleher 2/ KPP18-0005/ 18-01-CPF
SEC of Hubbard Road and Linder Road

On May 8, 2018, the Ada County Highway District staff acted on your application for the above referenced project. The attached report lists site-specific requirements, conditions of approval and street improvements, which are required.

If you have any questions, please feel free to contact me at (208) 387-6171.

Sincerely,

A handwritten signature in black ink that reads 'Stacey Yarrington'.

Stacey Yarrington
Planner III
Development Services
Ada County Highway District

CC: Project File
City of Kuna (via email)

Development Services Department



Project/File: Kelleher 2/ KPP18-0005/ 18-01-CPF
This is a preliminary and final plat application consisting of 8 multi-family lots and 1 common lot located on 1.96-acres.

Lead Agency: City of Kuna

Site address: SEC of Hubbard and Linder Roads

Staff Approval: May 11, 2018

Applicant: Trilogy Development, Inc.
 9839 W Cable Car Street
 Boise, ID 83709

Representative: WH Pacific Inc.
 Jane Suggs
 2141 W Airport Way, Ste. 104
 Boise, ID 83705

Staff Contact: Stacey Yarrington, Planner III
 Phone: 387-6171
 E-mail: syarrington@achdidaho.org



A. Findings of Fact

- Description of Application:** The applicant is requesting approval for a preliminary plat and final plat application consisting of 8 multi-family lots and 1 common lot located on 1.96-acres. The property is currently zoned C-1 (Neighborhood Commercial).

The City of Kuna's Future Land Use map designates this site as medium density residential.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Neighborhood Commercial/ Medium density Residential	C-1/ R-4
South	Medium density Residential	R-4
East	Medium density Residential	R-4
West	Agricultural	A

- Site History:** ACHD previously reviewed this site as part of the Kelleher Subdivision/KPP-03-13 in March 2004 than again as KUNA17-0013/ 17-07-ZC in September 2017. The requirements of this staff report are consistent with those of the prior action.
- 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, a 233 single family lot development is in various phases of development, located directly north of the site was approved by ACHD in August 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.
5. **Transit:** Transit services are not available to serve this site.
 6. **New Center Lane Miles:** There are no new centerline miles of public roadway associated with this project.
 7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.
 8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
 - The intersection of Deer Flat Road and Linder 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 SH-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 Road 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 213 vehicle trips per day; 20 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 9th 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	1,248	N/A	N/A
Hubbard Road	245-feet	Minor Arterial	267	Better than "E"	Better than "E"
Linder Road	344-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 five-lane principal arterial is "E" (1,780 VPH).

* 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 Road was 21,020 on 10/26/2017.
- The average daily traffic count for Hubbard Road east of Linder Road was 3,076 on 01/20/2016.
- The average daily traffic count for Linder Road north of Deer Flat Road was 7,053 on 03/22/2017.
- The average daily traffic count for Deer Flat Road west of SH 69/ Meridian Road was 8,918 on 07/27/2016.

C. Findings for Consideration

1. Hubbard Road

- a. **Existing Conditions:** Hubbard Road is improved with 2-travel lanes, 30-feet of pavement vertical curb, gutter, and 5-foot wide detached sidewalk abutting the site. There is 60-feet of right-of-way for Hubbard Road (34-feet from centerline). There is a 30-foot wide Master Stormwater Drainage easement between the existing right-of-way and the property line.

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.

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 47-foot street section within 74-feet of right-of-way.

The MSM also designates the intersection of Hubbard Road and Linder Road as a future multi-lane roundabout. Additional right-of-way may be required to accommodate the roundabout as shown in Attachment 3.

- c. **Applicant Proposal:** The applicant is not proposing any improvements to Hubbard Road abutting the site.
- d. **Staff Comments/Recommendations:** Hubbard Road is currently improved with 2-travel lanes, 30-feet of pavement, vertical curb, gutter, and 5-foot wide detached sidewalk abutting the site. Hubbard Road was constructed as ½ of a 46-foot street section with the prior action of the Kelleher Subdivision, meeting the intent of the MSM. Therefore, no additional street improvements are required as part of this application. Additional right-of-way may be required

to accommodate the multi-lane roundabout at the Hubbard/ Linder intersection; however, it should be noted that the adjoining subdivision owns the landscape strip abutting Hubbard Road and not the applicant.

Consistent with District Minor Improvements policy, the applicant should be required to repair or replace any deficient or deteriorated curb, gutter, sidewalk along Hubbard Road, abutting the site; and update pedestrian facilities at the Hubbard/ Linder Road intersection.

2. Linder Road

- a. **Existing Conditions:** Linder Road is improved with 2-travel lanes, 30-feet of pavement vertical curb, gutter, and 5-foot wide detached sidewalk abutting the site. There is 65-feet of right-of-way for Hubbard Road (34-feet from centerline). There is a 30-foot wide Master Stormwater Drainage easement between the existing right-of-way and the property line.

There is an existing 25-foot wide driveway onto Linder Road from the site.

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 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

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 5-lanes and on-street bike lanes, a 71-foot street section within 97-feet of right-of-way.

The MSM also designates the intersection of Hubbard Road and Linder Road as a future multi-lane roundabout. Additional right-of-way may be required to accommodate the roundabout as shown in Attachment 3.

- c. **Applicant Proposal:** The applicant is not proposing any improvements to Linder Road abutting the site.
- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet District policy because Linder Road is designated as a future 5-lane arterial roadway. However, as noted above, the adjoining subdivision owns the landscape strip abutting Linder Road and not the applicants, therefore, no additional right-of-way is required as part of this application.



Consistent with District Minor Improvements policy, the applicant should be required to repair or replace any deficient or deteriorated curb, gutter, sidewalk along Linder Road abutting the site; and close the existing driveway onto Linder Road from the site with vertical curb, gutter, and detached sidewalk to match existing improvements.

3. Driveways

Hubbard Road

a. **Existing Conditions:** There are no existing driveways onto Hubbard Road from the site.

b. Policy

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 45 MPH to align or offset a minimum of 380-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a

maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

- c. **Applicant's Proposal:** The applicant is proposing to construct a 31-foot wide driveway onto Hubbard Road from the site, located approximately 290-feet east of Linder Road (measured centerline to centerline).
- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet District Driveway Location policy because the proposed driveway does not meet the minimum spacing from an intersection. However, staff recommends a modification of policy to allow the driveway to be located as proposed due to the fact that there is insufficient frontage to meet the spacing requirement and access is being taken from the lesser classified street. Staff further recommends the 31-foot wide driveway be constructed as a curb return type driveway and approved as a temporary full access. The driveway may be restricted to right-in/right-out in the future as determined by ACHD. This is a 12% modification of Driveway Location policy and is approved at the Manager's discretion.

The applicant should be required to pave the driveway its entire width and at least 30-feet into the site beyond the edge of pavement of Hubbard Road.

4. **Parking – Special Note to City of Kuna**

The parking needs generated by this development should be provided on-site, as there is not adequate availability of on-street parking adjacent to the site.

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 and Linder Road are classified as minor arterial roadways. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways.

D. Site Specific Conditions of Approval

1. Repair or replace any deficient or deteriorated curb, gutter, sidewalk along Hubbard Road, abutting the site; and update pedestrian facilities at the Hubbard/Linder Road intersection.
2. Additional right-of-way may be required to accommodate the roundabout at the Hubbard/Linder intersection as shown in Attachment 3.

3. Repair or replace any deficient or deteriorated curb, gutter, sidewalk along Linder Road abutting the site; and close the existing driveway onto Linder Road from the site with vertical curb, gutter, and detached sidewalk to match existing improvements.
4. Construct a 31-foot wide, curb return type driveway onto Hubbard Road from the site, located 290-feet east of Linder Road. The driveway is approved as a temporary full access and may be restricted to right-in/right-out in the future as determined by ACHD.
5. Pave the driveway its entire width and at least 30-feet into the site beyond the edge of pavement of Hubbard Road.
6. Payment of impact fees are due prior to issuance of a building permit.
7. 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.

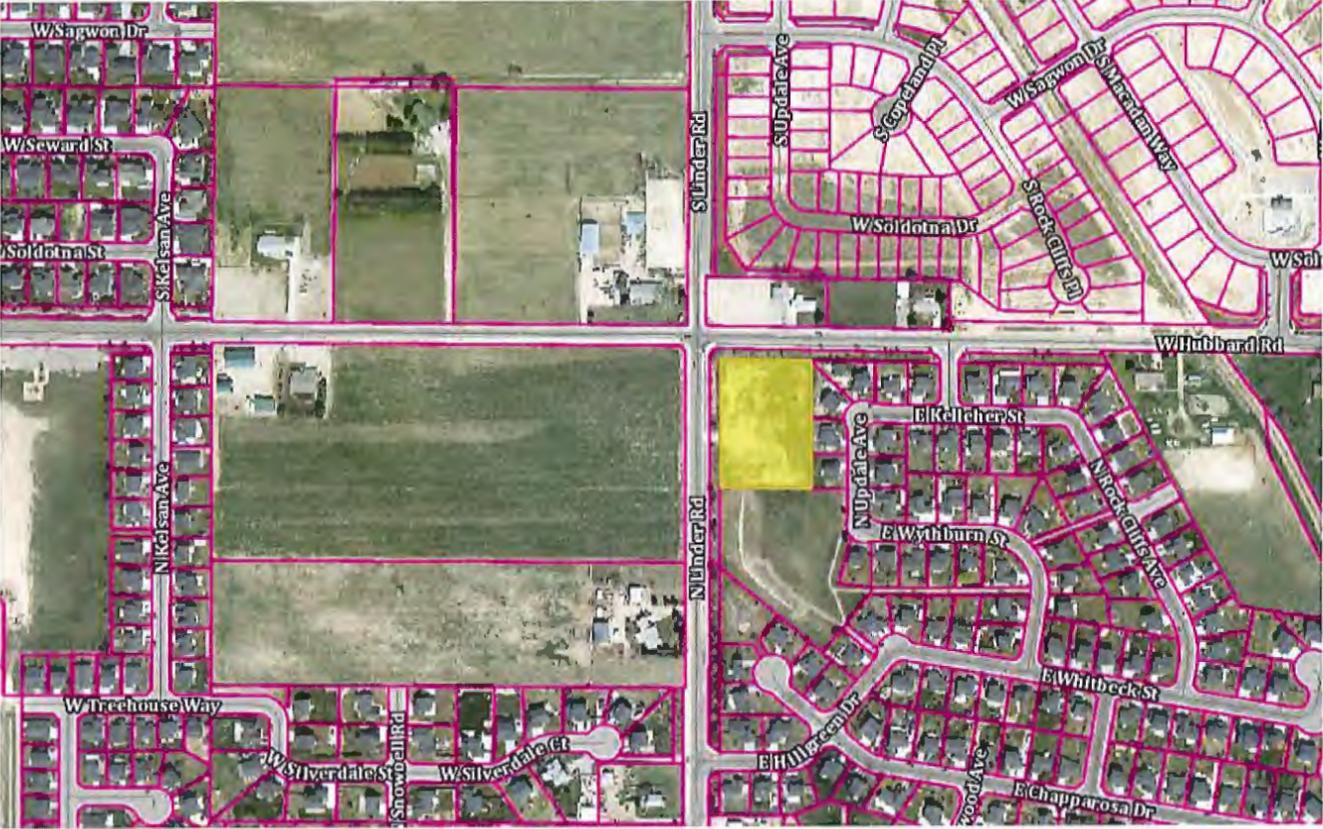
F. Conclusions of Law

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. Multi-lane roundabout template
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

VICINITY MAP

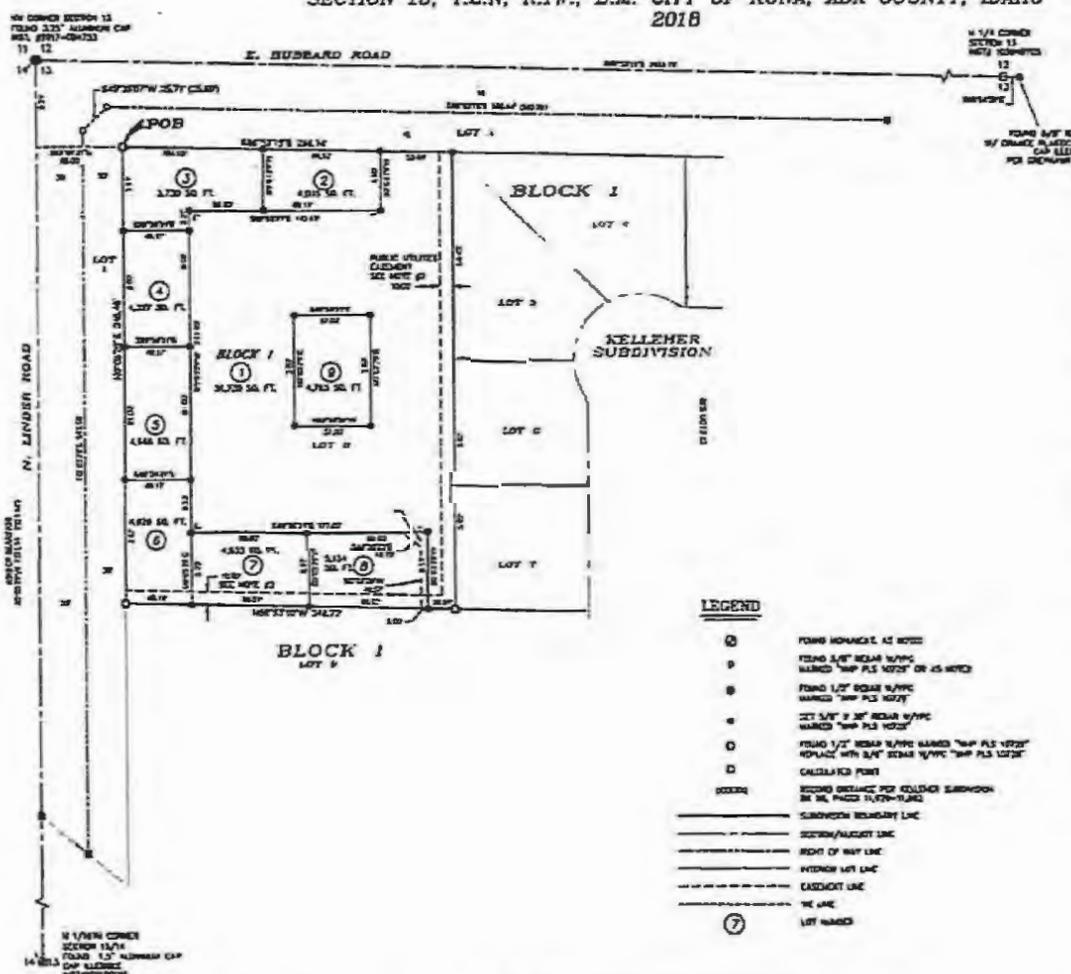
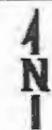


SITE PLAN

KELLEHER SUBDIVISION NO. 2

REPLAT OF LOT 8 BLK 1 OF KELLEHER SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 13, T.2.N., R.1.W., B.M. CITY OF KUNA, ADA COUNTY, IDAHO 2018



- NOTES**
- 1) A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITY DRAINAGE AND IRRIGATION IS AGREED DESIGNATED ALONG THE PUBLIC RIGHT OF WAY LINES DRAINAGE DITCHES AND A 5 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITY DRAINAGE AND IRRIGATION IS DEEPLY DESIGNATED ALONG THE PROJECT DRAINAGE UTILITY DRAINAGE LINES. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS AND WALKWAYS TO EACH LOT.
 - 2) THE EASTERN AND SOUTHERLY BOUNDARY OF THIS SUBDIVISION IS SUBJECT TO AN EASEMENT OF PERMANENT EASEMENT FOR PUBLIC UTILITY DRAINAGE, AND IRRIGATION AS SHOWN IN THE PLAN FOR KELLEHER SUBDIVISION BOOK PAGE 1879-1882.
 - 3) THE EASTERN PROPERTY LINE OF LOT 8 IS SUBJECT TO AN EASEMENT FOR PUBLIC UTILITY AS SHOWN ON THIS PLAN.
 - 4) LOT 1, BLOCK 1 IS DESIGNATED AS A COMMON AREA LOT AND ARE TO BE OWNED AND MAINTAINED BY KELLEHER SUBDIVISION AS PROPERTY OWNED ASSOCIATION.
 - 5) IN LOT 1, BLOCK 1 SHALL CONTAIN 4 PLANNED HOMEOWNERS AND PUBLIC UTILITY EASEMENT.
 - 6) THIS DEVELOPMENT RECOGNIZES SECTION 20-1002 OF IDAH CODE RIGHT TO FARM ACT. EACH PARTY HAS AGREED TO THE OPERATION OF AN APPEARANCE TO IT SHALL BE OF RECORD A RESIDENCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING AGRICULTURAL ACTIVITIES AFTER THE SALE HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR. UNLESS THE OPERATION HAS NOT A RESIDENCE AT THE TIME THE OPERATION BEGAN PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY PROVIDED EVIDENCE INDICATES FROM THE PURPOSE OR INCIDENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPEARANCE TO IT.
 - 7) IRRIGATION WATER HAS BEEN PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAH CODE 20-1002.01. WITHIN THE SUBDIVISION WILL BE CONVEYED TO AGRICULTURE WATER RIGHTS AND WILL BE DELEGATED FOR ALL IRRIGATION ACCORDING.
 - 8) ANY RE-CONSTRUCTION OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-CONSTRUCTION.
 - 9) MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF COMMENCE OF HOMEOWNERS BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR AGREED.
 - 10) DIRECT LOT ACCESS TO A LINDER ROAD AND E HUBBARD ROAD BY ANY LOT, IS PROHIBITED EXCEPT AS SHOWN.
 - 11) THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____ RECORD OF ADA COUNTY, IDAHO.
 - 12) THIS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF AN ADA COUNTY HOMEOWNERS ASSOCIATION AGREEMENT INSTRUMENT NO. _____ RECORD OF ADA COUNTY, IDAHO. LANDSCAPING TO BE UNDERTAKEN BY THE KELLEHER SUBDIVISION AS PROPERTY OWNERS ASSOCIATION.
 - 13) ALL OPEN SPACE SHALL BE MAINTAINED IN CONCORD BY THE KELLEHER SUBDIVISION AS PROPERTY OWNERS ASSOCIATION FOR THE DECADE.

- LEGEND**
- FOUND MONUMENT AS NOTED
 - FOUND 3/4" SQUARE W/TYPE MARKED "M.P. PLS. 1022" OR AS NOTED
 - FOUND 1/2" SQUARE W/TYPE MARKED "M.P. PLS. 1022"
 - 2" X 1/2" X 3/4" BEARING W/TYPE MARKED "M.P. PLS. 1022"
 - FOUND 1/2" SQUARE W/TYPE MARKED "M.P. PLS. 1022" REPLACED WITH 3/4" BEARING W/TYPE "M.P. PLS. 1022"
 - CALCULATED POINT
 - SECOND DISTANCE FOR KELLEHER SUBDIVISION BOOK PAGE 1879-1882
- SUBDIVISION BOUNDARY LINE
 - - - SECTION/BLK/LOT LINE
 - - - - - RIGHT OF WAY LINE
 - - - - - EASEMENT LOT LINE
 - - - - - EASEMENT LINE
 - - - - - THE LINE
 ○ LOT NUMBER

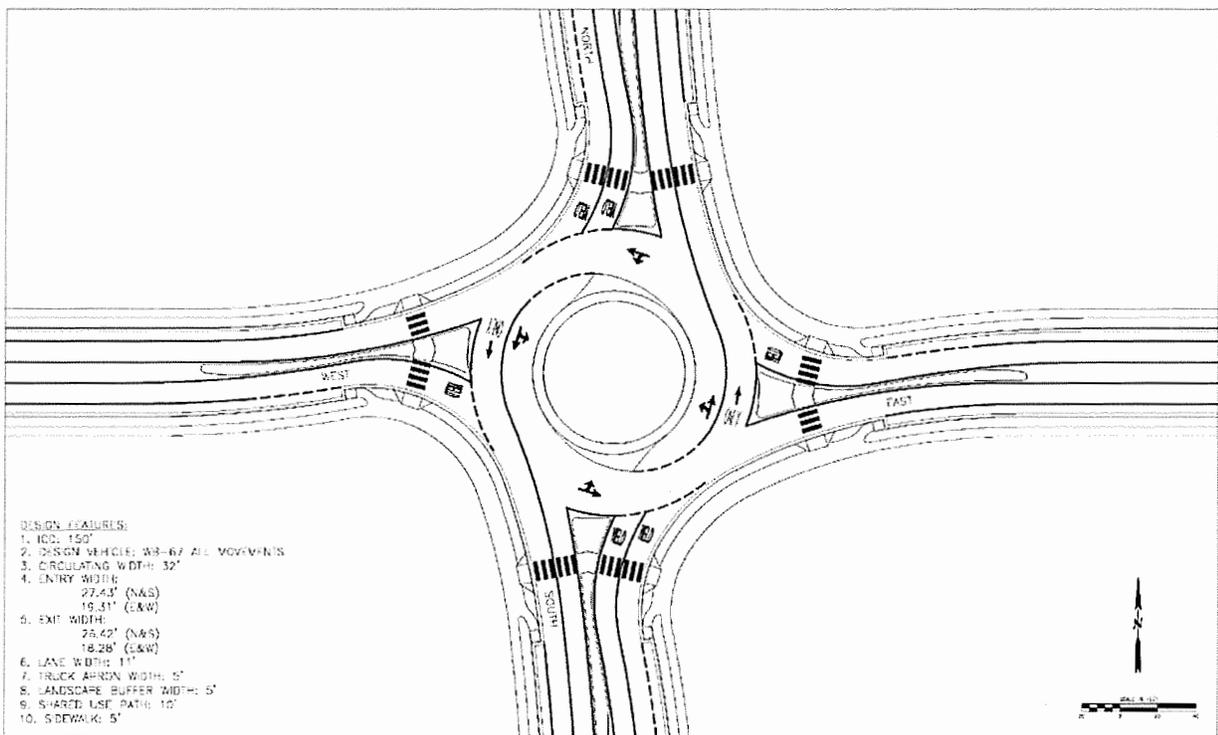


WHPacific

SHEET 1 OF 2
Exhibit
MLP

11 Kelleher 2/ KPP18-0005/ 18-01-CPF

ML RAB TEMPLATE



- DESIGN FEATURES:
- 1. ICD: 150'
 - 2. DESIGN VEHICLE: WB-67 ALL MOVEMENTS
 - 3. CIRCULATING WIDTH: 32'
 - 4. ENTRY WIDTH:
 - 27.43' (N&S)
 - 19.31' (E&W)
 - 5. EXIT WIDTH:
 - 25.42' (N&S)
 - 18.28' (E&W)
 - 6. LANE WIDTH: 11'
 - 7. TRUCK APRON WIDTH: 5'
 - 8. LANDSCAPE BUFFER WIDTH: 5'
 - 9. SHARED LSE PATH: 10'
 - 10. SIDEWALK: 5'

Paul M. DeLeon
 21101 1st St. S. SE
 Kent, WA 98032
 P: 206.835.2222

ACHD - Multi-lane Roundabout **Figure 1**
 Centered - TEMPLATE August 2011

Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

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

Items to be completed by Applicant:

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

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- Driveway or Property Approach(s)**
 - Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.
- Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

RICHARD DURRANT
CHAIRMAN OF THE BOARD

CLINTON PLINE
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
ASSISTANT SECRETARY-
TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

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

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

RECEIVED
MAY 14 2018
CITY OF KUNA

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

08 May 2018

City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

RE: WH Pacific Inc.- Kelleher Sub. No. 2
SE Crnr. Of W. Hubbard & Linder Rds.
New York Irrigation District
Kuna Lateral 183+50 Rot.
Sec. 13, T2N, R1W, BM.

18-01-CPF

NY-300-000-00

Jace Hellman, Planner II:

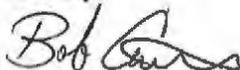
The Boise Project has no objection to a Combination Preliminary & Final Plat for the above-mentioned property, as there are no project facilities located there.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

It is our understanding that the irrigation system will be incorporated into the City of Kuna's pressure system.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Bob Carter
Assistant Project Manager- BPBC
bdc/bc

cc: Clint McCormick Watermaster, Div; 2 BPBC
Terri Hasson Secretary – Treasurer, NYID
File





CENTRAL DISTRICT HEALTH DEPARTMENT

Environmental Health Division

RECEIVED
MAY 07 2018
CITY OF KUNA

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

Rezone # 18-01-CPF

Conditional Use # _____

Preliminary / Final / Short Plat _____

Kelleher No 2

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - bedrock from original grade
 - waste flow characteristics
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - interlm 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: [Signature]
Date: 5/3/18

Exhibit
BS



STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE
1445 North Orchard Street • Boise, ID 83706-2239 • (208) 373-0550

received
May 01 2018

DEQ Response to Request for Environmental Comment

Date: April 27, 2018
Agency Requesting Comments: City of Kuna
Date Request Received: April 20, 2018
Applicant/Description: 18-01-CPF Kelleher Subdivision No. 2

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).

The property owner, developer, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

For questions, contact David Luft, Air Quality Manager, at 373-0550.

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.

Exhibit

B3

- 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).*

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 our technical staff at 208-373-0550.

Sincerely,



Aaron Scheff
aaron.scheff@deq.idaho.gov
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

ec: TRIM 2018AEK56

received
5/1/18

Jace Hellman

From: Chad Gordon <chad.gordon@jmsanitation.com>
Sent: Monday, April 30, 2018 12:23 PM
To: Jace Hellman
Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF
(Combination Preliminary & Final Plat) - Kelleher Sub No. 2

Jace,

Every thing looks good as far as design the only thing that needs to be changed is that the enclosure needs to be built out of CMU block with steel gates on the front of it.

Thanks,

On Fri, Apr 27, 2018 at 12:29 PM, Jace Hellman <jhellman@kunaid.gov> wrote:

Chad,

Please see the attached site plan for the trash enclosure dimensions and materials. So, it turns out I had this already. It was included with their design review packet which wasn't included in the overall agency packet.

Jace Hellman

Planner II

City of Kuna

751 W 4th Street

Kuna, ID 83634

Jhellman@kunaID.gov



Exhibit
B4

From: Chad Gordon <chad.gordon@jmsanitation.com>

Sent: Friday, April 27, 2018 12:14 PM

To: Jace Hellman <jhellman@kunaID.gov>

Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF (Combination Preliminary & Final Plat) - Kelleher Sub No. 2

Ok perfect thanks.

On Fri, Apr 27, 2018 at 12:10 PM, Jace Hellman <jhellman@kunaid.gov> wrote:

Hey Chad,

I forwarded this one to the applicant and we will hopefully hear something back soon, she is pretty responsive.

Jace Hellman

Planner II

City of Kuna

751 W 4th Street

Kuna, ID 83634

jhellman@kunaID.gov



From: Chad Gordon <chad.gordon@jmsanitation.com>

Sent: Friday, April 27, 2018 10:59 AM

To: Jace Hellman <jhellman@kunaID.gov>

Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF (Combination Preliminary & Final Plat) - Kelleher Sub No. 2

Jace,

We will need to see a set of plans for the dumpster enclosures with all dimensions and materials used.

Thanks,

On Fri, Apr 20, 2018 at 2:18 PM, Jace Hellman <jhellman@kunaid.gov> wrote:

April 20, 2018

Notice is hereby given by the City of Kuna that the following actions are under consideration:

FILE NUMBER:	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
PROJECT DESCRIPTION	Applicant requests approval of a Combination Preliminary & Final Plat in order to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots, and one common lot.
SITE LOCATION	South East Corner of West Hubbard Road and Linder Road, Kuna ID, 83634.
REPRESENTATIVE	<i>WH Pacific Inc.</i> <i>Jane Suggs</i> <i><u>2141 W. Airport Way, Suite 104</u></i> <i><u>Boise, ID 83709</u></i> <i>208.275.8729</i> <i><u>jsuggs@whpacific.com</u></i>
SCHEDULED HEARING DATE	Tuesday, June 26, 2018

	6:00 P.M.
STAFF CONTACT	<p>Jace Hellman, Planner II</p> <p>jhellman@kunaid.gov</p> <p>Phone: 922.5274</p> <p>Fax: 922.5989</p>
<p>We have enclosed information to assist you with your consideration and response. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. If your agency needs different/additional plans or paper copies to review, notify our office and we will send them. Please notify our office who future packets should be sent to, include their email. If your agency needs additional time for review, please let our office know ASAP.</p>	

Jace Hellman

Planner II

City of Kuna

751 W 4th Street

Kuna, ID 83634

jhellman@kunaID.gov



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Chad J. Gordon
J&M Sanitation Inc.
Office # (208) 922-3313
Fax # (208) 922-4033
Cell # (208) 941-6371
E-mail : chad.gordon@jmsanitation.com

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J&M Sanitation Inc.
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E-mail : chad.gordon@jmsanitation.com



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

Paul A. Stevens, P.E.
Kuna City Engineer
208-287-1727

MEMORANDUM

Date: 19 June 2018
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Kelleher Subdivision No. 2

The City Engineer has reviewed the Kelleher Subdivision No. 2 Combined Preliminary & Final Plat and design review request dated 3 March 2018. It is noted that while the application outlines the applicant's general development intent, specific development plans are not provided except those implied as allowed or permitted in a "C-1" zone. These comments apply to the Combined Preliminary and Final Plat and do not apply to the design review request. The design review request rests with the Planning and Zoning Department. Review of civil design drawings is accomplished separately.

Recommendation: proceed with this Combined Preliminary & Final Plat consistent with the enclosed comments but to keep in mind that these comments may be expanded or refined in connection with the future land-use actions. The following comments apply:

1. Sanitary Sewer & Potable Water

- a) The applicant's property is presently in an undeveloped state, is not connected to City services and would be subject to connection fees for the ultimate connected sewer load and water demand as provided in the City's Standard Tables. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs. City Code (6-4-2X) requires connection to City water services.
- b) City code 5-16-3: B.2 states that applicant shall extend public sewer and water to each parcel when water and sewer are available within three hundred (300) feet of the parcels.
- c) In this case, the water and sewer utilities are available in the adjoining Kelleher Subdivision on the east and south borders to this property.
- d) Recommendation: connect the water and sewer to infrastructure in Kelleher Subdivision.

2. Pressure Irrigation

- a) The applicant's property is not connected to the City pressure irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2). However, the pressurized irrigation extends to Kelleher Subdivision, touching Kelleher Subdivision #2. Pressurized irrigation is available from Kelleher Subdivision.
- b) The development is subject to connection fees based on the number of dwellings and lot size for the residential area and based on ultimate landscaped area and lot size for the common lot, as provided in City Resolutions.
- c) It is recommended that annexation into the municipal irrigation district and pooling of water rights is a requirement at the time of final platting.
- d) For any connected load, it is recommended this application be conditioned to conform to the Pressure Irrigation Master Plan.

3. Grading and Storm Drainage

The following provisions apply to Kelleher Subdivision 2:

- a) Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b) Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the Civil Engineering review.
- c) 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 Stormwater Policy Manual to establish the requirements for design of any private disposal system.
- d) If impervious area is increased, provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Provide detail drawings of drainage facilities for review.

4. General

- a) With the development of this property and its connection to water, sewer, and pressurized irrigation services, this property will be placing demand not only on constructed facilities but on water & irrigation rights provided by others. It is the reasonable expectation, in return, that this property transfer to the City at time of connection (development) any conveyable water rights by deed and "Change of Ownership" form from IDWR, that are presently associated with the property. The domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.
- b) A plan approval letter will be required if this project affects any local irrigation districts.
- c) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- d) State the vertical datum used for elevations on all drawings.
- e) Provide engineering certification on all final engineering drawings.
- f) The application narrative notes that Chapparosa Homeowners association (aka Kelleher Subdivision) has provided access to the site (across Lot 1, Block 1). This mechanism seems open for contention after buildout. It is recommended that Lot 1, Block 1 be replatted in conjunction with Lot 8, Block 1. The replat should show

the access to Hubbard Road and state that the purpose of the access is to provide access to the Lot 8, Block 1 forever.

5. Inspection Fees

An inspection fee will be required for City inspection of the construction of any water, sewer and irrigation facilities 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 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 approval of final construction plans.

6. Right-of-Way

The subject property fronts on its north side by a section line principal arterial street (Hubbard - ACHD). The following conditions are related to Hubbard Road *subject to the final disposition of item 4.f*:

- a) Sufficient half right-of-way on the quarter line and section line for existing and future classified streets should be provided pursuant to City & ACHD standards.
- b) Approaches onto classified streets must comply with ACHD approach policies.
- c) It is recommended that sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided in connection with property development.

7. 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 before occupancy or final plat approval is granted.

8. Property Description

- a) The applicant provided a preliminary/final plat and supporting documents as part of the application.

Jace Hellman

From: Brenda Saxton <bsaxton@kunaschools.org>
Sent: Friday, April 20, 2018 6:07 PM
To: Jace Hellman
Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-01-CPF (Combination Preliminary & Final Plat) - Kelleher Sub No. 2

Hi Jace,

No concerns - good sidewalks

Thank you,
Brenda Saxton

On Fri, Apr 20, 2018 at 2:18 PM, Jace Hellman <jhellman@kunaid.gov> wrote:
April 20, 2018

Notice is hereby given by the City of Kuna that the following actions are under consideration:

FILE NUMBER:	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
PROJECT DESCRIPTION	Applicant requests approval of a Combination Preliminary & Final Plat in order to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots, and one common lot.
SITE LOCATION	South East Corner of West Hubbard Road and Linder Road, Kuna ID, 83634.
REPRESENTATIVE	<i>WH Pacific Inc.</i> <i>Jane Suggs</i> <i>2141 W. Airport Way, Suite 104</i> <i>Boise, ID 83709</i> <i>208.275.8729</i> <i>jsuggs@whpacific.com</i>

received
4.23.18

Exhibit
B2

SCHEDULED HEARING DATE	Tuesday, June 26, 2018 6:00 P.M.
STAFF CONTACT	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 922.5274 Fax: 922.5989
<p>We have enclosed information to assist you with your consideration and response. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. If your agency needs different/additional plans or paper copies to review, notify our office and we will send them. Please notify our office who future packets should be sent to, include their email. If your agency needs additional time for review, please let our office know ASAP.</p>	

Jace Hellman

Planner II

City of Kuna

751 W 4th Street

Kuna, ID 83634

[Jhellman@kunaID.gov](mailto:jhellman@kunaID.gov)

To whom it may concern,

I am writing to give my opinion concerning the proposed development of apartments on the corner of Hubbard and Linder roads. I have lived in Kuna most of my life. For the past ten years, I have lived in Chapparosa subdivision. We have enjoyed our time here in Chapparosa. It has provided a safe and enjoyable environment for our growing family. I have watched Kuna as it has grown over the course of my lifetime. My how it has changed! Most of that change has been good.

I feel that this quality of life that we have previously enjoyed is being endangered by the proposed apartment development. I believe that There are too many buildings being proposed on this small piece of land. I worry that there will be future problems with traffic because of the current proposed placement of the entrance to this site. This added traffic will negatively impact how I leave and enter my subdivision. My children are of driving age and I think it will be difficult for any driver of that age to navigate this undesirable situation. The entrance is just too close to the corner.

Allowing so many buildings and dwellings in such a small space is not a responsible way to develop this property. There will be barely enough room for the currently proposed apartments. I believe that they should build fewer buildings and provide more parking spaces and amenities for the residents. By decreasing the number of dwellings, it should also help with the traffic problems.

Finally, I believe that there will be a need for a larger traffic pattern at this intersection in the future. There will be a high school one mile away from this intersection on either end of Linder Road. I believe this should be considered as we build on this corner so that there is adequate room allowed for a stop light or round about in the future.

I am not against building aesthetic useful homes for people to live in on this corner. I am however concerned with the way that this development is being ~~platted~~ ^{platted} and considered. Please try to look at this from a future building point of view. We all want Kuna to remain the amazing place that it is. Let's keep it that way by considering how we allow these apartments to be built.

Thank you for your time.

Sincerely,

Alicia Cotterell, and Family

received
9.11.18

Exhibit
B12

received
7.3.18

Jace Hellman

From: helene wolfgram <hwolfgram@gmail.com>
Sent: Tuesday, July 3, 2018 11:51 AM
To: Jace Hellman; Jim Clark
Subject: Kelleher Sub. No. 2;

We are writing in response to the hearing noted below that is continued at the next P & Z hearing scheduled Tuesday, July 10th. **WE CONTINUE TO OPPOSE THIS DEVELOPMENT.**

18-01-CPF (Combination Preliminary and Final Plat) & 18-12-DR (Design Review) – Kelleher Sub. No. 2; On behalf of Open Door Rentals, Inc. the applicant, Trilogy Development, Inc. requests approval to subdivide approximately 1.96 acres through the combination preliminary plat & final plat process into nine lots, consisting of eight multi-family lots and one common lot and have reserved the name Kelleher Subdivision No. 2. A Design Review application for eight four-plex buildings, parking, lighting and landscaping accompanies this application. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

After multiple testimonies in opposition of this proposed apartment complex once again we have spent time at this location.

Please help us understand how Trilogy Development can justify building eight four-plex units on this parcel. The safety hazard this will create with only ONE entrance/exit onto Hubbard Road is unfathomable. If an emergency occurs and the entrance is blocked, there is no way out as well as how the emergency responders can get around this proposed complex. This intersection is already a dangerous one with large subdivisions in all directions, in addition to the proposed high school a mile to the North. An additional 700+ homes are also approved as well to the North of the new high school. Linder and Hubbard have turned into their own two-lane highways and drag strips. You can't pull out of the current Chaparrosa subdivision on to Hubbard without putting your life on the line. They state they will supply **approximately two parking spaces for each unit, with three handicap spaces and NO spaces for visitor parking.** That means those that cannot park in this complex will either park on Hubbard, Linder, or inside Chaparrosa Subdivision (i.e. Kelleher Sub No.1). Before you consider approving this development, take a drive through Chaparrosa in the evening and see how many vehicles currently park on the street. **There is no room for the overflow that this development will create which will force them to park AT AND AROUND THE INTERSECTION on Linder and Hubbard.** If you haven't had the opportunity, at various times of the day sit at this intersection and monitor the traffic. It will be very obvious to you that this development is not suitable for this location.

Please deny approval of this apartment complex.

Dennis and Helene Wolfgram

1901 W. Hubbard Rd.

Kuna, ID 83634

Exhibit
B10

RECEIVED
SEP 06 2018
CITY OF KUNA

September 3, 2018

Case Name: 18-01-CPF, 18-01-A & 18-12-DR – Kelleher Subdivision No. 2

Dear Kuna P & Z and City Council members:

We remain against the approval of the development for the eight four-plex buildings. We live very near the intersection of Linder and Hubbard roads at 2965 Linder Road, Kuna, Idaho.

The following is a list of our comments on Trilogy Development's proposal for eight four-plex units on the south east corner of West Hubbard and Linder Roads.

When we met with Jane Suggs, Trilogy Development representative this spring, she stated that the individual four-plex units would be marketed to investors. This could result in multiple landlords and poor management of the overall complex.

The 1.96 acre parcel will only have an exit on Hubbard Road. We understand that ACHD will only allow a right turn out of the complex on Hubbard Road. This coupled with the future round-about at the Hubbard – Linder intersection will result in a hazard for anyone using the round-about to travel east on Hubbard Road. The entrance/exit to the Trilogy complex will be too close to the intersection with cars traveling at 20+ miles per hour.

Traffic wise the intersection is heavily used by agriculture & heavy construction equipment, emergency vehicles and the everyday commuter traffic. The addition of a new Charter school about a ½ mile west on Hubbard Rd. as well as the 2nd Kuna High school, one mile north will also add to the congestion. Another impact will be the installation of traffic signals at Meridian and Hubbard Roads with more traffic on Hubbard instead of a majority of the traffic heading to a signal on Columbia & Meridian via Linder.

Observing human nature, we expect many drivers leaving the complex on Hubbard will want to travel south towards downtown Kuna on Linder Road. A likely scenario will have those coming out of the complex making a u-turn at the entrance to Chaparrosa subdivision on N. Copeland Ave. to loop back to the



Hubbard – Linder intersection. This will be a hazard to travelers on Hubbard Road. Some drivers will likely cut through the Chaparrosa Subdivision.

From the previous meeting with the City of Kuna Planning & Zoning Department and Trilogy, according to Jane Suggs there will not be 2 parking spaces for each rental unit. This is contrary to what Jane Suggs stated at the Spring 2018 meeting when she met with a few of us home owners.

Drive by any of these new apartment complexes in Ada County and it is obvious excess cars are parked up and down the adjacent streets. This is really unacceptable near an intersection and especially near a round-about where traffic does not stop. There is not designated parking at this time on either of the two road ways.

This two story complex will overwhelm this small corner 1.96 acre parcel and likely be an eyesore for our City.

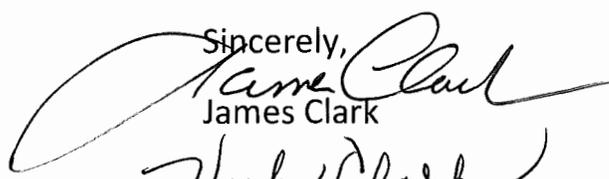
Will the four-plex interior road system accommodate the size of all of the City's firetrucks?

The Trilogy property has a lot of potential to be an asset for the City of Kuna. We would suggest a single story professional office complex provided there is plenty of parking.

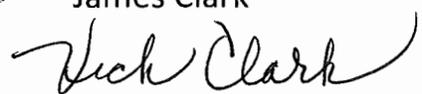
Single level construction without fencing would allow vehicle operators a clear and safe view of the intersection.

We greatly appreciate the City's call for public input on the Trilogy proposal.

Sincerely,



James Clark



Vicki Clark

2965 Linder Rd
Kuna, Idaho 83634

Project Information:

Name: *Kelleher Sub*
Project:.....*No. 2*
Gross Acre: *1.94*...

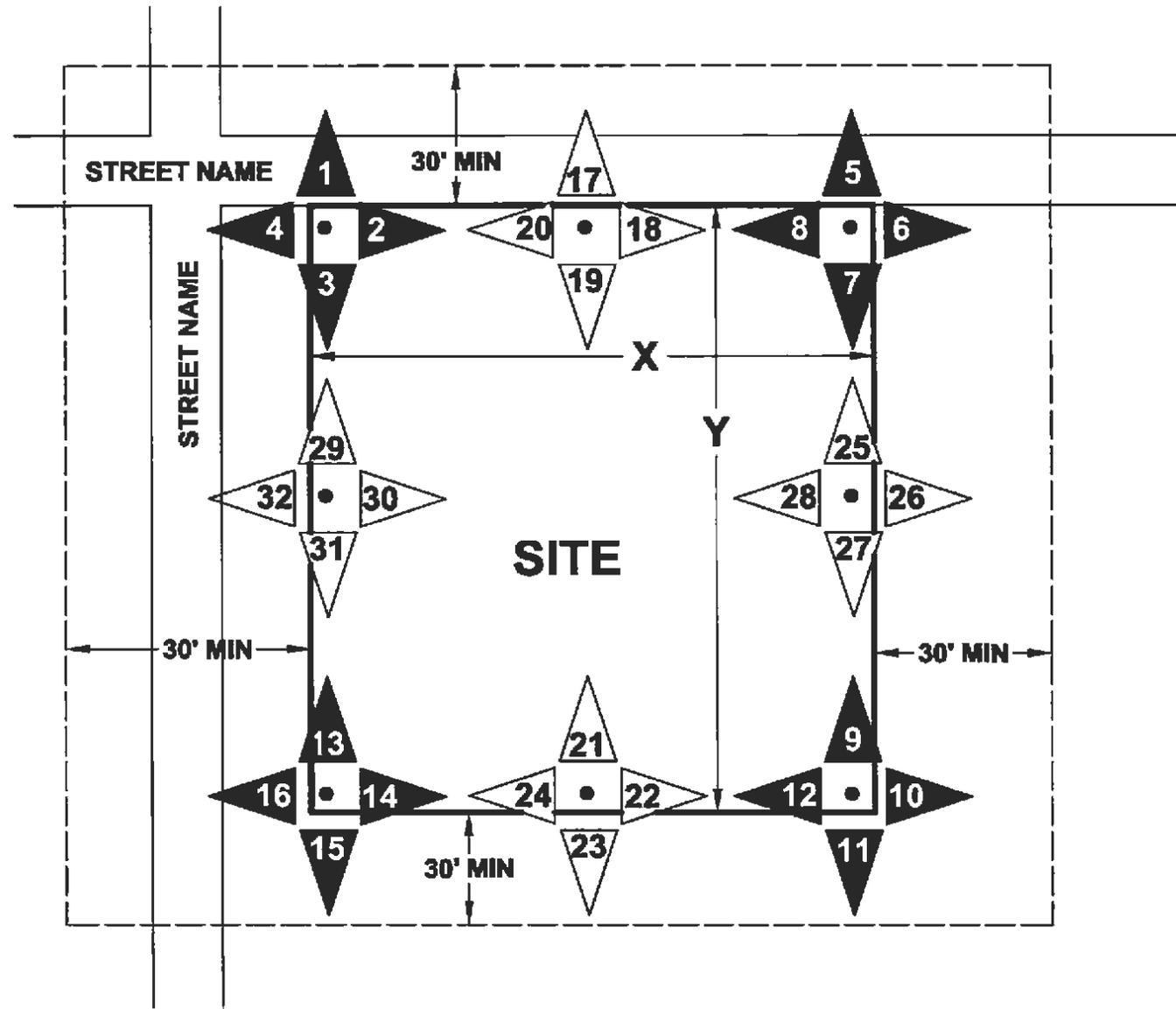
NOTE:

Provide Site Plan on an 8 1/2" x 11" paper—
indicating placement of
photo orientation.

All applicants are
expected to provide
COLOR photographs
at a 1-16 minimum.

If Distance 'X' is
GREATER than 500-
feet, also take photos
17-24.

If Distance 'Y' is
GREATER than 500-
feet, also take photos
17-24.



North West Corner photos 1-4



North East Corner photos 5-8



South East Corner photos 9-12



South West Corner photos 13-16





CITY OF KUNA

PLANNING & ZONING DEPARTMENT

CERTIFICATE OF MAILING

Date: 8/29/18
To: 350' Property Owners Other _____
Planner: Jace Hellman
Case Name: 18-01-A + 18-12-DR and 18-01-CPF

I HEREBY CERTIFY that on this 29th day of August 2018, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.

[Signature]
Signature

Dawn Stephens
Attest





CITY OF KUNA
PLANNING & ZONING DEPARTMENT
 PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634
 Phone (208) 922-5274 • Fax: (208) 922-5989
 www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the City of Kuna **City Council** is scheduled to hold public hearings on **September 18, 2018**, beginning at **6:00 pm** on the following cases:

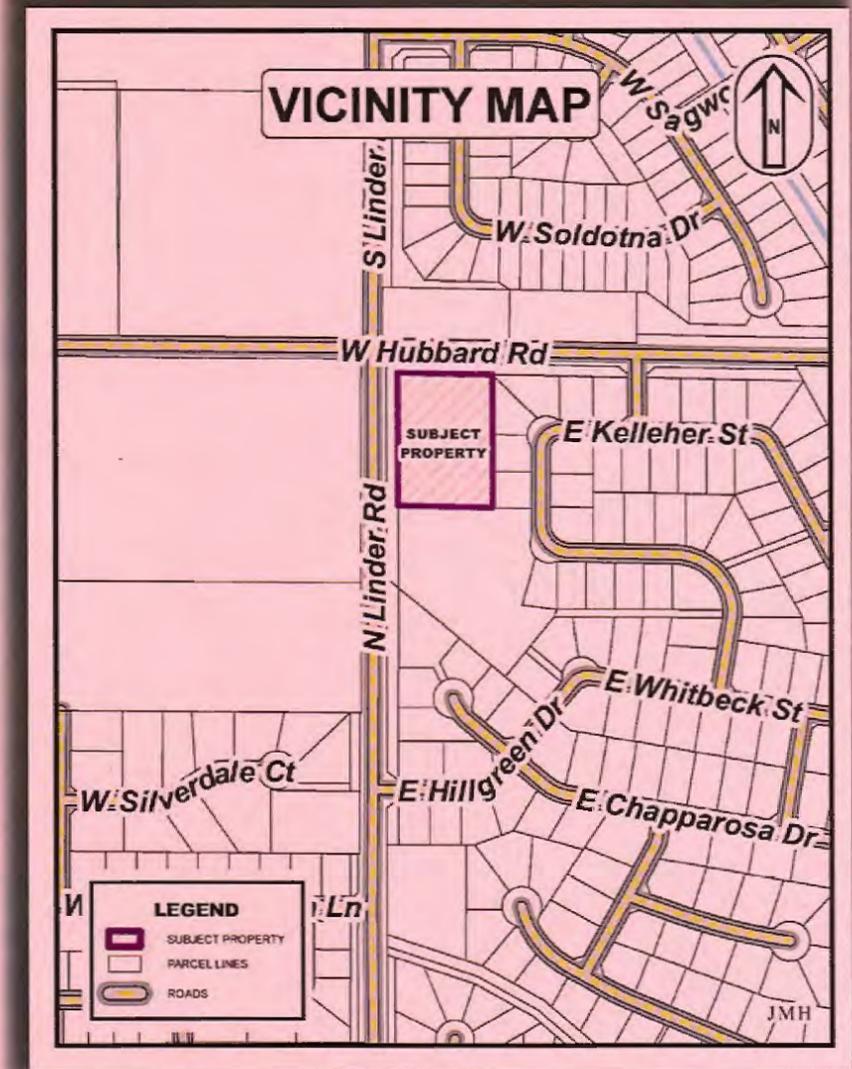
An **Appeal** request from Trilogy Development, Inc to appeal the Planning and Zoning Commissions' decision to deny Case **No. 18-12-DR (Design Review)** for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. The subject site located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634.

A **Combination Preliminary and Final Plat (CPF)** request from Trilogy Development, Inc to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots and one common lot. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080).

The hearing will be held at **6:00 PM** in the **Council Chambers** at **City Hall** located at **751 W. 4th Street, Kuna, Idaho**.

You are invited to provide oral or written comments at the hearing. Written testimony received by the close of business on **September 12, 2018** will be included in the packets that is distributed to the governing body prior to the hearing. Late submissions (must submit six (6) copies) will be presented to the govern body at time of the hearing. Please note oral comments made during the public hearing will be restricted to three (3) minutes per person. Mail written comments to PO Box 13, Kuna, ID 83634 or drop them off at City Hall, 751 West 4th Street, Kuna, ID.

If you have questions or need special assistance, please contact the Planning and Zoning Division at (208) 922-5274.



In all correspondence concerning this case, please refer to the case name: **18-01-CPF (Combination Preliminary & Final Plat), 18-01-A (Appeal) & 18-12-DR (Design Review) – Kelleher Subdivision No. 2**

MAILED 08/29/18

Frank & Linda Abbruzzetti
4966 N Grove Ave
Winton, CA 95388

Denis Bukhantsov
9497 S Updale Ave
Kuna, ID 83634

Chapparosa Ridge Sub HOA INC
4850 N Rosepoint Way #104
Boise, ID 83713

James & Vicki Clark
2965 N Linder Road
Kuna, ID 83634

Matthew & Hannah Clark
269 E Wythburn St
Kuna, ID 83634

David Coker
Ashley Purin
205 E Wythburn St
Kuna, ID 83634

Christopher & Chastity Ellis
252 E Kelleher St
Kuna, ID 83634

Matthew & Tiffany Foley
2877 N Updale Ave
Kuna, ID 83634

Joann Fractman
124 E Chapparosa Ct
Kuna, ID 83634

Gutzwiller Family Living Trust
David Gutzwiller Trustee
6087 N Oliver Ave
Boise, ID 83714

Dwayne & Ashlee Halbert
228 E Whitbeck St
Kuna, ID 83634

David & Guadalupe Hart
1429 W Soldotna Dr
Kuna, ID 83634

Margaret & David Henry
44636 Pocahontas Rd
Baker City, OR 97814

Paul Howard
234 E Kelleher St
Kuna, ID 83634

Joshua & Jenna Laramie
4026 E Eagle Bay Dr
Bloomington, IN 47401

John & Michelle MacBride
236 E Wythburn St
Kuna, ID 83634

Michael & Janice May
2784 N Updale Ave
Kuna, ID 83634

Jose Moreno
Modesta Leija
279 E Kelleher St
Kuna, ID 83634

Bernard & Connie Morrison
9565 S Linder Road
Meridian, ID 83642

Open Door Rentals LLC
1977 E Overland Rd
Meridian, ID 83642

Michael & Kathryn Robinson
1420 W Hubbard Rd
Meridian, ID 83642

Stone Mountain Properties LLC
740 E Jamaica Ct
Meridian, ID 83642

Lance & Cecily Tidwell
264 E Wythburn St
Kuna, ID 83634

Timbermist HOA INC
3140 W Belltower Dr
Meridian, ID 83646

Toll ID I LLC
250 Gibraltar Rd
Horsham, PA 19044

Jadawn Tracy
Anthony Fortier
2833 N Updale Ave
Kuna, ID 83634

Micaele Williams
193 E Wythburn St
Kuna, ID 83634

Dennis & Helene Wolfgram
1901 W Hubbard Rd
Kuna, ID 83634

Luke & Renee Womack
210 E Kelleher St
Kuna, ID 83634

Ryan & Tiffany York
2798 N Updale Ave
Kuna, ID 83634

Tim Domka
2332 N Corktree Way
Kuna, ID 83634

Kristopher Wainwright
244 E Whitbeck St
Kuna, ID 83634

Terry Williams
580 E Sienna Creek St
Kuna, ID 83634

Adam Llewellyn
415 E Whitbeck St
Kuna, ID 83634

Timothy McKay
445 E Taper Ct
Kuna, ID 83634

Mark Curtis
343 E Chapparosa Dr
Kuna, ID 83634

Douglas Martin
292 E Chapparosa Dr
Kuna, ID 83634

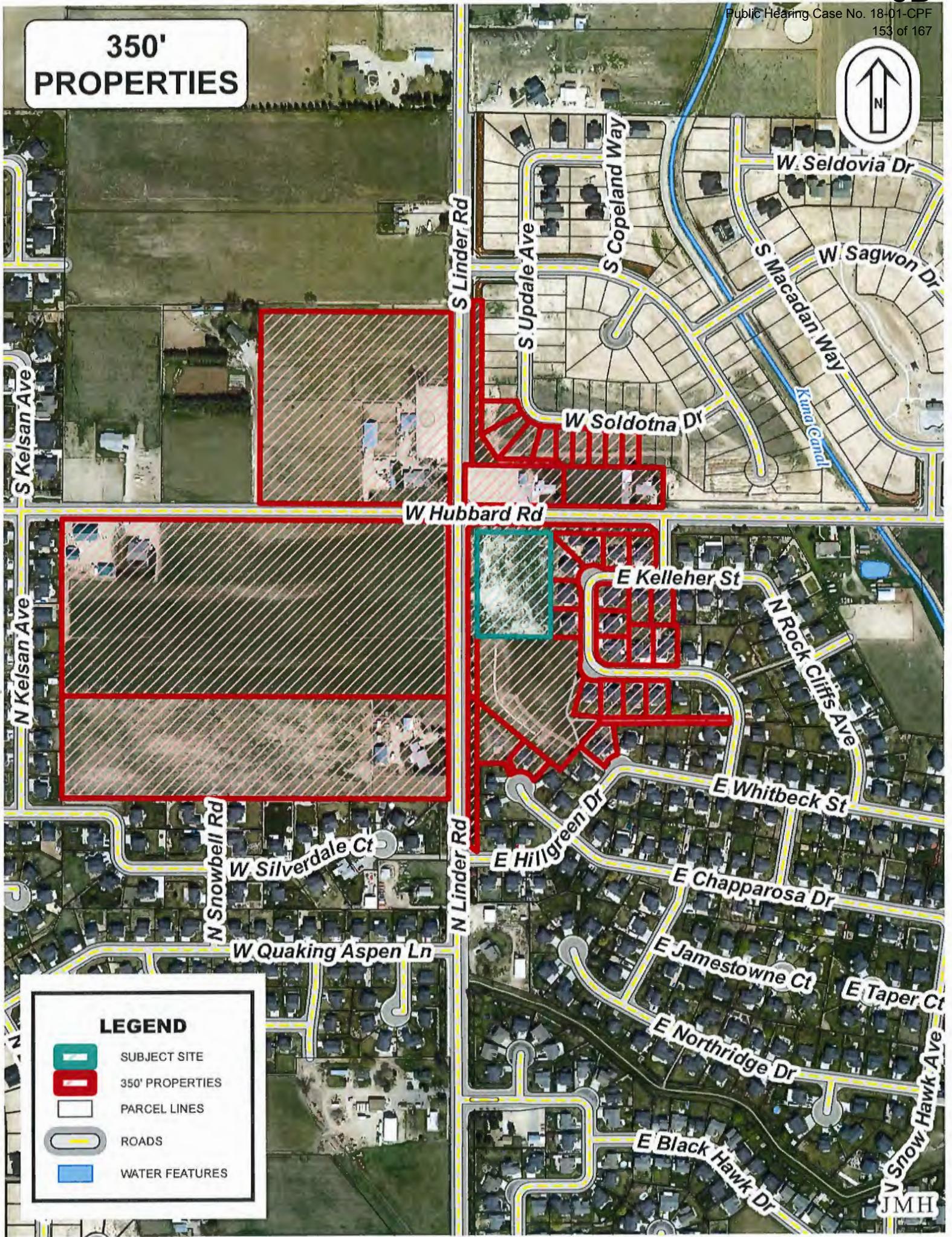
David Burke
2764 N Matterdale Ave
Kuna, ID 83634

Curtis & Maria Hoagland
427 E Whitbeck St
Kuna, ID 83634

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
ABBRUZZETTI FRANK A	ABBRUZZETTI LINDA C	4966 N GROVE AVE	WINTON, CA 95388-0000
BUKHANTSOV DENIS		9497 S UPDALE AVE	KUNA, ID 83634-0000
CHAPPAROSA RIDGE SUB HOA INC		4850 N ROSEPOINT WAY # 104	BOISE, ID 83713-0000
CLARK JAMES EDWARD	CLARK VICKI MICHELE	2965 N LINDER RD	KUNA, ID 83634-0000
CLARK MATTHEW CARL	CLARK HANNAH LEE	269 E WYTHBURN ST	KUNA, ID 83634-0000
COKER DAVID LLOYD	PURIN ASHLEY MARIE	205 E WYTHBURN ST	KUNA, ID 83634-0000
ELLIS CHRISTOPHER	ELLIS CHASTITY	252 E KELLEHER ST	KUNA, ID 83634-0000
FOLEY MATTHEW	FOLEY TIFFANY	2877 N UPDALE AVE	KUNA, ID 83634-0000
FRACTMAN JOANN		124 E CHAPPAROSA CT	KUNA, ID 83634-0000
GUTZWILLER FAMILY LIVING TRUST	GUTZWILLER TIMOTHY DAVID TRUSTEE	6087 N OLIVER AVE	BOISE, ID 83714-0000
HALBERT DWAYNE	HALBERT ASHLEE	228 E WHITBECK ST	KUNA, ID 83634-0000
HART DAVID L	HART GUADALUPE F	1429 W SOLDOTNA DR	KUNA, ID 83634-0000
HENRY MARGARET	HENRY DAVID	44636 POCAHONTAS RD	BAKER CITY, OR 97814-0000
HOWARD PAUL JAY		234 E KELLEHER ST	KUNA, ID 83634-0000
LARAMIE JOSHUA A	LARAMIE JENNA K PIVA	4026 E EAGLE BAY DR	BLOOMINGTON, IN 47401-0000
MACBRIDE JOHN G	MACBRIDE MICHELLE L	236 E WYTHBURN ST	KUNA, ID 83634-0000
MAY MICHAEL L	MAY JANICE S	2784 N UPDALE AVE	KUNA, ID 83634-0000
MORENO JOSE SALGADO	LEIJA MODESTA	279 E KELLEHER ST	KUNA, ID 83634-0000
MORRISON BERNARD E	MORRISON CONNIE	9565 S LINDER RD	MERIDIAN, ID 83642-0000
OPEN DOOR RENTALS LLC		1977 E OVERLAND RD	MERIDIAN, ID 83642-0000
ROBINSON MICHAEL JORDON	ROBINSON KATHYRN ALENE	1420 W HUBBARD RD	MERIDIAN, ID 83642-0000
STONE MOUNTAIN PROPERTIES LLC		740 E JAMAICA CT	MERIDIAN, ID 83642-7423
TIDWELL LANCE	TIDWELL CECILY	264 E WYTHBURN ST	KUNA, ID 83634-0000
TIMBERMIST HOA INC		3140 W BELLTOWER DR	MERIDIAN, ID 83646-0000
TOLL ID I LLC		250 GIBRALTAR RD	HORSHAM, PA 19044-0000
TRACY JADAWN	FORTIER ANTHONY M	2833 N UPDALE AVE	KUNA, ID 83634-0000
WILLIAMS MICAEL L		193 E WYTHBURN ST	KUNA, ID 83634-0000
WOLFGRAM DENNIS E	WOLFGRAM HELENE E	1901 W HUBBARD RD	KUNA, ID 83634-1229
WOMACK LUKE A	WOMACK RENEE L	210 E KELLEHAR ST	KUNA, ID 83634-0000
YORK RYAN A	YORK TIFFANY E	2798 N UPDALE AVE	KUNA, ID 83634-0000
DOMKA TIM		2332 N CORKTREE WAY	KUNA, ID 83634
WAINWRIGHT KRISTOPHER		244 E WHITBECK ST	KUNA, ID 83634
WILLIAMS TERRY		580 E SIENNA CREEK ST	KUNA, ID 83634
LLEWELLYN ADAM		415 E WHITBECK ST	KUNA, ID 83634
MCKAY TIMOTHY		445 E TAPER COURT	KUNA, ID 83634
CURTIS MARK		343 E CHAPPAROSA DR	KUNA, ID 83634
MARTIN DOUGLAS		292 E CHAPPAROSA DR	KUNA, ID 83634
BURKE DAVID		2764 N MATTERDALE AVE	KUNA, ID 83634
HOAGLAND CURTIS	HOAGLAND MARIA	427 E WHITBECK ST	KUNA, ID 83634



350'
PROPERTIES



LEGEND

-  SUBJECT SITE
-  350' PROPERTIES
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

JMH

Jace Hellman

From: Jace Hellman
Sent: Thursday, August 23, 2018 11:37 AM
To: 'IDAHO PRESS TRIBUNE'
Subject: City of Kuna Request for Legal Publication
Attachments: KMN publish Req 18-01-CPF.docx

Greetings:

We would like to request that you publish the attached legal notification in the **August 29th, 2018** cycle of Kuna Melba News on behalf of the City of Kuna, Planning & Zoning Department.
This notification needs to only be published for one (1) cycle.

The Kuna P.O. for this request is #7492 (if you need it).
Thank you.

Jace Hellman
Planner II
751 W 4th St
Kuna, ID 83634
jhellman@kunaid.gov



CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 922-5274 - Fax: 922-5989

File #'s 18-01-A, 18-12-DR and 18-01-CPF Kelleher Subdivision No. 2

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold two public hearings, **Tuesday, September 18, 2018 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 **Combination Preliminary Plat and Final Plat (CPF)** request by Trilogy Development, Inc to subdivide approximately 1.96 acres into nine lots, consisting of eight multi-family lots and one common lot. The subject site is located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634, within Section 13, Township 2 North, Range 1 West; (APN# R4865420080); **AND** in connection with an **Appeal** request from Trilogy Development, Inc to appeal the Planning and Zoning Commissions' decision to deny **Case No. 18-12-DR (Design Review)** for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. The subject site located on the south east corner of West Hubbard Road and Linder Road, Kuna, ID 83634.

The public is invited to present written or oral comments. Written testimony received by the close of business on **September 12, 2018**, will be included in the packets distributed to the governing body. Late submissions (must include six (6) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, 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 (208)922-5274.

Kuna Planning & Zoning Department

(No need to print this portion) Please publish one time on August 29, 2018.

(Sent 8/23/2018)

Kuna P.O. #7492

IDAHO PRESS TRIBUNE
MERIDIAN PRESS, KUNA MELBA NEWS
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2338

ORDER CONFIRMATION

Salesperson: LEGALS Printed at 08/25/18 11:12 by sje14

Acct #: 345222 Ad #: 1805376 Status: New CHOLD

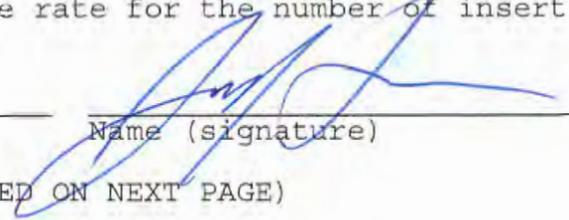
1 KUNA, CITY OF Start: 08/29/2018 Stop: 08/29/2018
P.O. BOX 13 Times Ord: 1 Times Run: ***
KUNA ID 83634 LEG 1.00 X 82.00 Words: 328
Total LEG 82.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 65.68
Affidavits: 1

Contact: CHRIS ENGLES Ad Descrpt: 18-01-A, 18-12-DR, ETC.
Phone: (208)387-7727 Given by: JACE HELLMAN
Fax#: P.O. #:
Email: awelker@kunaid.gov; gsmith@k Created: sje14 08/25/18 11:01
Agency: Last Changed: sje14 08/25/18 11:11

PUB ZONE EDT TP RUN DATES
KMN A 96 S 08/29

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Jace Hellman Name (print or type)
 Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS TRIBUNE
MERIDIAN PRESS, KUNA MELBA NEWS
C/O ISJ PAYMENT PROCESSING CENTER
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ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 08/25/18 11:12 by sjel4

Acct #: 345222

Ad #: 1805376

Status: New CHOLD CHOI

LEGAL NOTICE

File #'s 18-01-A, 18-12-DR
and 18-01-CPF Kelleher
Subdivision No. 2

Looks great

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If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208)922-5274.

Kuna Planning & Zoning
Department

August 29, 2018 1805376

LEGAL NOTICE

**File #'s 18-01-A, 18-12-DR
and 18-01-CPF Kelleher
Subdivision No. 2**

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Kuna Planning & Zoning
Department

August 29, 2018 1805376



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 Kelleher No. 2 Subdivision
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1A-8. Sign posted Tuesday, September 4, 2018 (DAY OF THE WEEK, MONTH,
DATE AND YEAR). This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.

DATED this 4th day of September, 2018.

Signature,

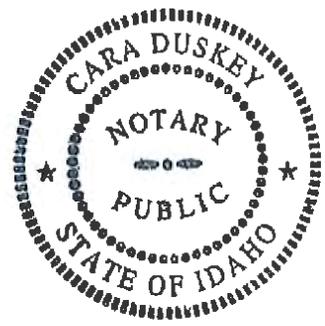
James A. Sgar
Owner/Developer/Representative

STATE OF IDAHO)
County of Ada) : ss

On this 4th day of September, 2018, 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 **Sept. 18, 2018**
at **6:00 PM** at Kuna City Hall 751 W. 4th Street, Kuna, ID

PURPOSE: 9 lot subdivision for 8 four-plex buildings and
1 common lot

PROPERTY LOCATION: SE Corner of W. Hubbard Road
and Linder Road, Kuna, ID

APPLICATION BY: WHPacific, Inc.

CONTACT: Kuna City Planner at 208-922-5546 with questions

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APPLICATION BY: WHPacific, Inc.

CONTACT: Kuna City Planner at 208-922-5545 with questions

SEP 14 2018

KUNA CITY CLERK

Dear Mr. Mayor and City Council,

The Chapparosa HOA Board of Directors (Gordon Raymond, Nate Peters, Tara Clark, Tim McKay) suggested that we as homeowners reach out to your office via letter. I reside at 193 E Wyhtburn St at the corner of Updale, adjacent to the park and the corner lot in question. The Board of Directors was supposed to come around door to door and ask the homeowners for input on what the developer is trying to do. Naturally, they never showed up, emailed, or phone call. As you and the council can very well imagine I and many others that share this direct threat, are very much against the whole idea. Since this all began, the HOA has failed time and time again to keep us informed of what is going on. They have mismanaged the treasury when a swing set was installed 60ft from my backyard fence and my immediate neighbors to the south. The HOA promised at the time of installation that lights would be installed, the pathway leading up to the park would have lights, there would be signage for the appropriate age group, so that the swing set does not get destroyed, and they were supposed to find a way to prevent kids from kicking in the fence on Linder Rd (which is in direct line of sight of the park, keep in mind that there is already an access point roughly 100ft toward the north end of the fence).

OK
10:53 AM
Kelleher
Sub

We have had issues with curfew violators; I personally busted a couple of middle age teenagers for doing drugs behind my house. And yet the developer wants to try and put an apartment building directly next to our subdivision. Regardless of meeting all the requirements under the law this does not mean it is the right thing to do. Furthermore, the HOA board members do not reside on the west side of the subdivision, with the exception of one, and he does not seem to care one-way or the other.

10/3

When planning and zoning saw the debacle in the design, along with all the problems it will bring they rightfully voted 4-1 in favor of the homeowners. Unfortunately, our board members have failed us the homeowner's time and time and time again, which the Planning and Zoning Commission has acknowledged through our testimony. It is evident that what is being done here is simply a money grab; the developer is trying to offload the property at the expense of us. I had an opportunity to speak with the lady representing the developer and she asked why we are so against this. I explained to her by putting this apartment building in, it is not only inviting trouble, but now our property values will be affected; furthermore it is a safety issue as well. Not just traffic wise, but also personal safety.

The week of the 4th of July there was an individual shooting off his pistol, I and couple of my neighbors heard it and we responded armed while waiting for Ada County to arrive. We (homeowners) have addressed these issues and many more to the HOA board, but it turns on deaf ears and nothing ever gets done. The last hearing with the Planning and Zoning Commission only one board member showed up, Tim McKay, and he took no side on the issue. So when you have board members that won't even take a stand, what do you expect us to do?! Furthermore, because of there mismanagement of the funds they are trying to close the deal as quickly as possible so that they can try and have the developer offer financial assistance for there shortcomings.

Initially there was supposed to be a senior living center built, which would have been fine, or even build 4 more houses, or even a doctor's office for that matter, but not an apartment building. God forbid that another unfortunate situation happens where a mad man decides to go on a killing rampage and kill innocent children. I am referencing

2063

to the poor little 3 year old whose life was cut short. It was also not to long ago there was a shootout here in the Chapparosa subdivision, Ada County responded, but the fact is this happened just around the corner from my house, and neighboring ones as well that were in the immediate danger zone.

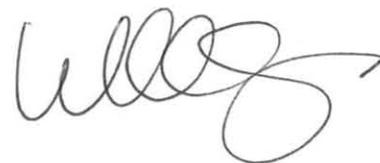
I, like most of us here in Chapparosa have little toddlers not much older than 5-7. My little girl is 2, she will be 3 in January, and so like any good parent you can believe that I will do anything to keep her safe. And for the record I would do the same for any other. I like all of us, we have lived in an apartment building at one time or another, and we decided we want something better for our families; we wanted to move away from that type of living and own a house. Not own a house with an apartment building next door. I for one do not want to pay good money for my mortgage, and have to deal with the aggravation of an apartment building; we have enough problems of our own as it is. I am still dealing with the punk kids staying out past curfew, using foul language, damaging the swing set, finding bloody cotton balls, trash, people not cleaning there dog mess, kids jumping my fence, beating on my back door and doing the same to my neighbors, trash being thrown in my yard, the list goes on.

There are so many other things that can be done that would be beneficial, this is not one them. One final thought Mr. Mayor and Council, how would you feel if this was happening to you? The answer is you would not like it.

Sincerely,


Micaele & Jennifer Williams

10 September 2018



Micaele L. Williams
193 E Wylburn St
Kuna, ID 83634-5107



FOR THE MAYOR
CITY OF KUNA

Micahel Hill

City of Kuna

Memorandum

To: Mayor Stear and City Council
From: Wendy I Howell, PCED
Re: Release of Springhill Subdivision's Development Agreement

Legal Notice:

This public hearing is to consider the modification of the Springhill Development Agreement (Case no. 06-11-DA), by releasing the property from all provisions of the Development Agreement. This site is located at the southeast corner of Linder Road and Lake Hazel Road, Kuna, Idaho, within Section 1, 2 North, Range 1 West (APN #'s S1301212425, S1301325480 and S1301233950).

History:

The history of Springhill Subdivision properties are as follows:

- Annexed into City of Kuna in July 2006.
- Powder River Development submitted applications for preliminary plat, rezone and Development Agreement (DA) for Springhill Subdivision in 2006 and was granted those approvals February 2007.
- The downturn in the economy occurred resulting in the lands being transferred back to the bank and was purchased by the current developer.
- The properties were a participant in the Local Improvement District (LID) and since the Equivalent Dwelling Unit (EDU) assessment was satisfied, this kept the entitlements valid.
- Phase One construction plans were submitted and approved.
- Changes in policy at Ada County Highway District (ACHD), coupled with the fact the developer wanted to modify certain portions of the remaining phases (2-13), the developer was required to go through the public hearing process to revise those design elements.
- Development Agreement modification for revisions to the roundabouts, fountains removed, street alignments, and access points to be moved.

- A new preliminary plat was submitted and additional changes to entries and roads navigated the public hearing process.
- The changes to the DA and the original preliminary plat were approved through the public hearings process.

Staff Analysis:

The original DA required major infrastructure projects to be built as part of the subdivision, which was the purpose of the DA to begin with. That included the lift station and an irrigation pump and pond. Phase One of Springhill Subdivision recently recorded, which necessitated the lift station and irrigation facility be completed. The remaining changes in the DA were design related and incorporated into the new preliminary plat.

The purpose for this request to release the DA is that all of the conditions of the development have either been fulfilled, or, they have been modified through the public hearing processes.

Recording Requested By:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT- SECOND AMENDMENT

This *Second Amendment to Development Agreement* releases the developer and/or its successor in interest from the requirements of the **Development Agreement** recorded at the Ada County, Idaho Recorder’s Office on May 8, 2007, as **Instrument No. 107066011** and amended by **Instrument No. 2017-029607- Development Agreement-Amendment**, recorded on April 7, 2017 against the property known as Springhill Subdivision, which legal description is attached hereto as EXHIBIT A; and is made and entered into by and between the City of Kuna, Idaho, a political subdivision of the State of Idaho (City) and the property owner, NE Kuna Farm, LLC (Owner).

WHEREAS, the Development Agreement provided for certain Conditions of Development; and

WHEREAS, the City approved a new preliminary plat on December 19, 2017, which satisfied many of the Conditions of the Development Agreement; and

WHEREAS, as a result of the approval of the new preliminary plat, several Conditions were no longer applicable; and

WHEREAS, the City has determined that the release of the Development Agreement would not be a detriment to the City or the development of the subdivision.

NOW THEREFORE, the City and the Developer do agree that the Development Agreement shall be released from the Property.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this ____ day of _____, 2018.

CITY OF KUNA

By: _____
Joe L. Stear

ATTEST:

Chris Engels, City Clerk

NE Kuna Farm, LLC

By: _____
Timothy W Eck, Member of EAMI, LLC
its: Manager

STATE OF IDAHO)

)ss.

County of Ada)

On this ____ day of _____, 2018, before me, the undersigned, a notary public in and for the state of Idaho, personally appeared Timothy W Eck, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the LLC as managing member of EAMI LLC, the owner of NE Kuna Farm, LLC.

Notary Public for Idaho

Residing at: _____

My Commission expires: _____



IDAHO
SURVEY
GROUP

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 05-348-01

May 18, 2006

Springhill Subdivision Prelim. Plat

A parcel of land located in the West 1/2 of Section 1, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: **BEGINNING** at the corner common to Sections 35 and 36 of T.3N., R.1W., and Sections 1 and 2 of T.2N., R.1W., B.M.;

Thence South 89°12'54" East, 2657.99 feet to the 1/4 corner common to said Sections 36 and 1;

Thence along the North-South mid-section line, common to the West lines of Lake Hazel Estates and Pear Blossom Subdivision, as same are recorded in Book 29 of Plats at Page 1800, and Book 85 of Plats at Page 9605, respectively, South 00°54'58" West, 2629.88 feet to the center of said Section 1;

Thence continuing along said North-South mid-section line South 00°21'55" West, 2634.79 feet to the South 1/4 corner of said Section 1;

Thence along the section line North 89°32'42" West, 799.06 feet;

Thence North 38°34'48" East, 609.30 feet to a point in the center of the Mason Creek Feeder;

Thence along the center of said Mason Creek Feeder the following courses and distances:

North 32°56'16" West, 41.13 feet;

North 24°37'30" West, 78.89 feet;

North 21°39'35" West, 44.63 feet;

North 27°12'47" West, 47.62 feet;

North 17°42'08" West, 79.89 feet;

North 16°06'01" West, 74.70 feet;

North 06°18'31" West, 80.82 feet;

North 03°58'22" West, 80.04 feet;

North 10°11'33" West, 89.97 feet;

EXHIBIT A

EXHIBIT ..

North 09°35'59" West, 50.61 feet;

North 03°44'28" West, 35.56 feet;

North 12°24'16" West, 69.49 feet;

Thence 139.82 feet along the arc of a curve to the left, having a radius of 143.00 feet, a central angle of 56°01'13", and a long chord bearing North 40°24'56" West, 134.31 feet;

Thence North 68°25'33" West, 163.65 feet;

Thence 339.78 feet along the arc of a curve to the right, having a radius of 1082.00 feet, a central angle of 17°59'34", and a long chord bearing North 59°25'46" West, 338.39 feet;

Thence North 50°25'59" West, 87.82 feet;

Thence 108.16 feet along the arc of a curve to the right, having a radius of 1100.00 feet, a central angle of 5°38'01", and a long chord bearing North 47°36'58" West, 108.11 feet;

Thence North 44°47'58" West, 234.52 feet;

Thence 51.55 feet along the arc of a curve to the left, having a radius of 1100.00 feet, a central angle of 2°41'07", and a long chord bearing North 46°08'31" West, 51.55 feet;

Thence North 47°29'04" West, 288.72 feet;

Thence North 47°03'31" West, 292.85 feet;

Thence North 49°17'03" West, 221.73 feet;

Thence North 44°48'15" West, 151.99 feet;

Thence North 47°25'55" West, 231.99 feet;

Thence North 46°10'44" West, 235.17 feet;

Thence North 39°34'33" West, 126.02 feet to a point on the West boundary of said Section 1;

Thence North 00°27'02" West, 2348.70 feet to the Point of Beginning. Containing 225.54 acres, more or less.



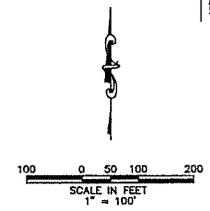
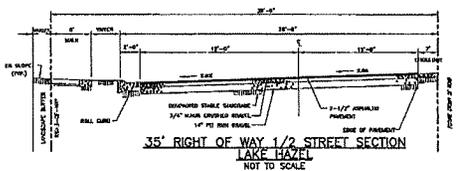
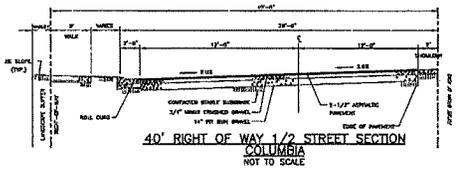
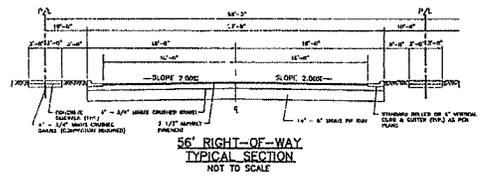
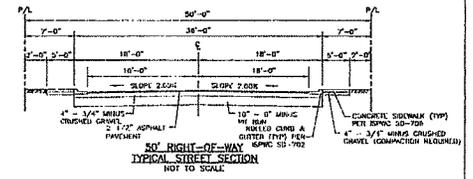
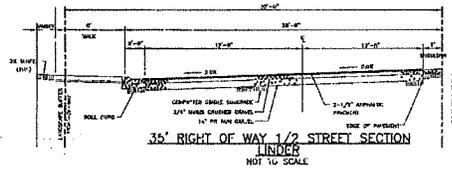
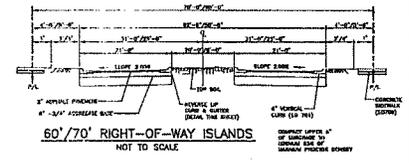
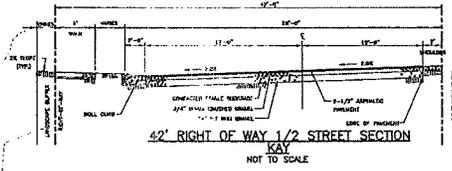
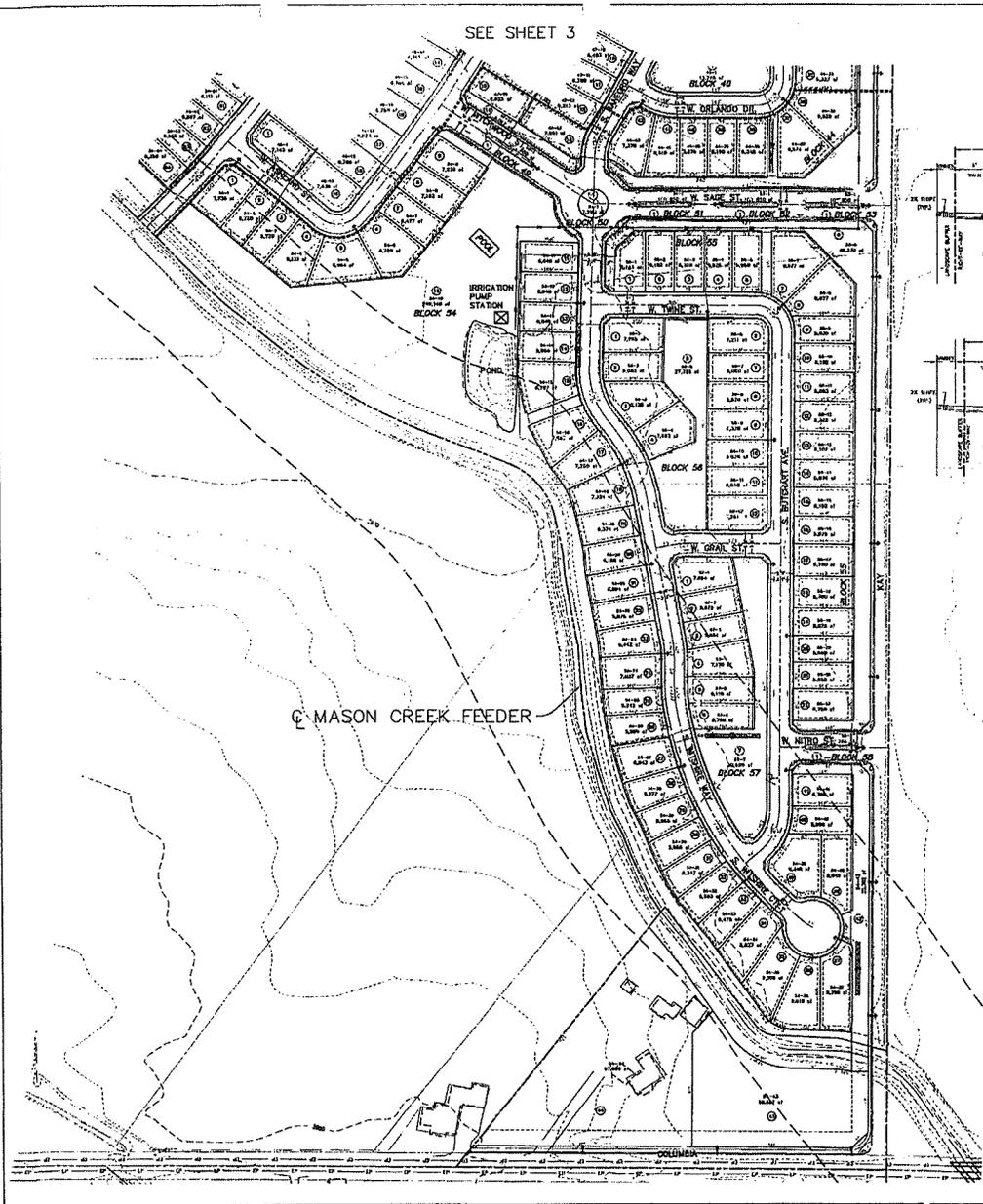
Prepared By:
Idaho Survey Group, P.C.

EXHIBIT A

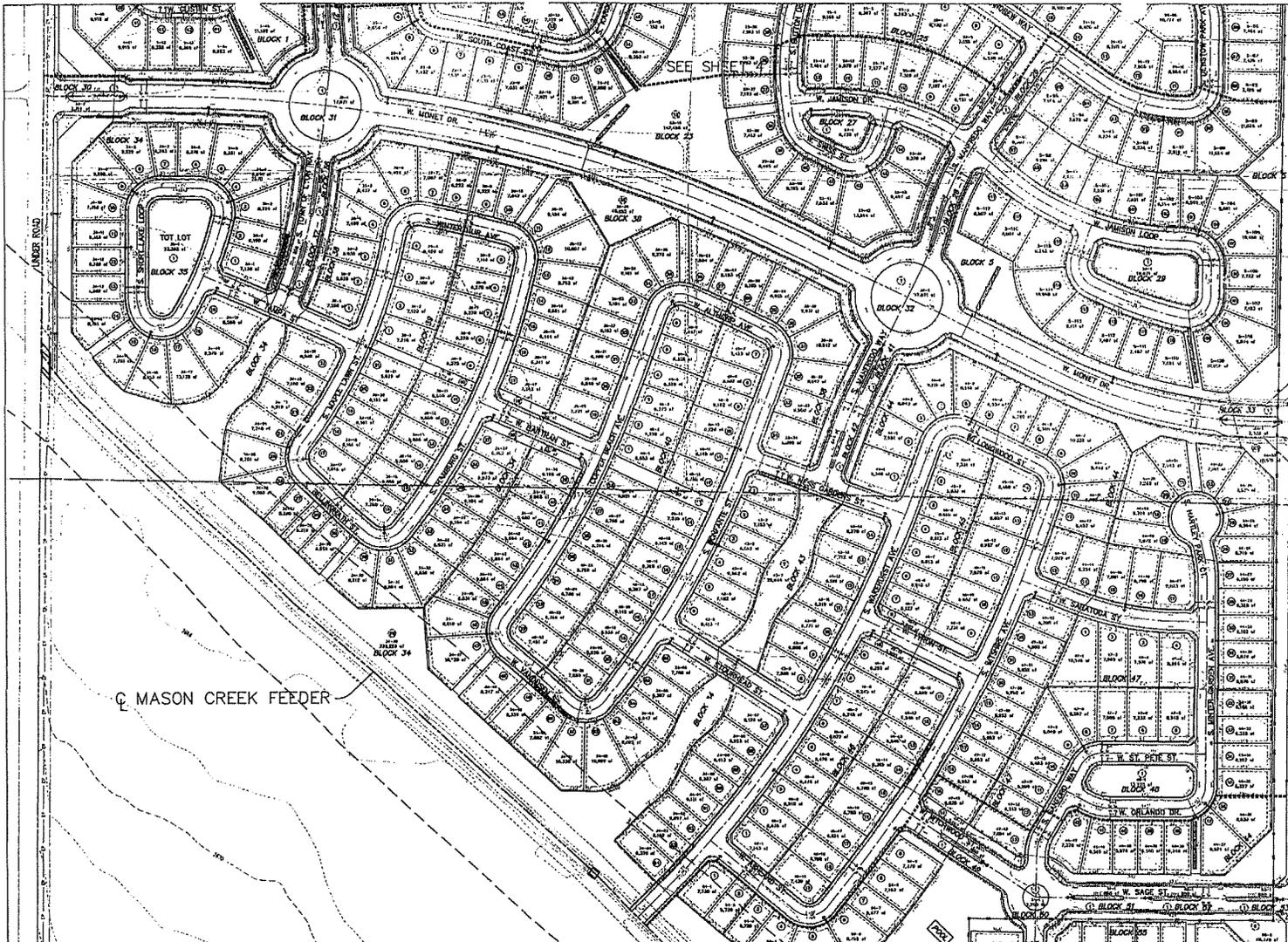
SEE SHEET 3

**PRELIMINARY PLAT FOR
SPRINGHILL SUBDIVISION**

A PORTION OF THE WEST 1/2 OF SECTION 1
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
KUNA, ADA COUNTY, IDAHO
2006



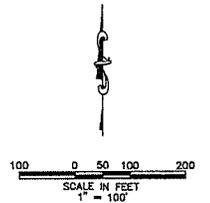
REVISED	NO. DATE DESCRIPTION	Bayley Engineering, Inc. CIVIL ENGINEERING PLANNING CADD 1800 E. HIGH CANYON DRIVE KUNA, IDAHO 83604 TEL: 208-834-0872 FAX: 208-834-0818
DRAWN BY: JMA	CHECKED BY: DWIG A. BAILEY P.E.	
PROJECT NO. 020004 DATE: 02-23-06		
PRELIMINARY PLAT SPRINGHILL SUBDIVISION POWDER RIVER DEVELOPMENT LLC		SHEET NO. PP-2



**PRELIMINARY PLAT FOR
SPRINGHILL SUBDIVISION**
A PORTION OF THE WEST 1/2 OF SECTION 1
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
KUNA, ADA COUNTY, IDAHO
2006

Q MASON CREEK FEEDER

SEE SHEET 2



REVISION	NO.	DATE	DESCRIPTION
Civil Engineering Planning CADD			
<small>1800 S. HIGHWAY 20, SUITE 200 KUNA, IDAHO 83644 PHONE: 208-833-8888 FAX: 208-833-8811 WWW.BAILEYENGINEERING.COM</small>			
<small>DRAWN BY: JAA CHECKED BY: THOMAS A. BAILEY P.E. PROJECT NO. C20094 DATE: 08-23-06</small>			
PRELIMINARY PLAT			
SPRINGHILL SUBDIVISION			
POWDER RIVER DEVELOPMENT LLC			
			PP-3

CITY OF KUNA

State of Idaho *Proclamation*

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic violence is defined as abusive behavior in a personal relationship that gives one member control and power over another through physical, emotional, sexual, economic or psychological actions or threats; and

WHEREAS, An estimated one in four women will face domestic abuse in her lifetime, and in 2016 there were 5,236 calls for service related to domestic violence and sexual assault in Ada County; and

WHEREAS, Each day in Idaho more than 559 victims of domestic violence and their children seek safety and services from domestic violence programs in Idaho; and

WHEREAS, The Women’s and Children’s Alliance provides safety, healing and freedom from domestic abuse and sexual assault through a range of services including secure shelters, court advocacy, counseling, childcare, as well as case management; and

WHEREAS, The City of Kuna is an important partner in the Women’s and Children’s Alliance’s vision to create a community where people thrive in safe and healthy relationships.

NOW, THEREFORE, BE IT RESOLVED that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby join national and local officials in proclaiming October as

DOMESTIC VIOLENCE AWARENESS MONTH.



IN WITNESS WHEREOF,
I set my hand on this the 18th day of September
in the year of two thousand and eighteen.

Joe L. Stear
Mayor of Kuna, Idaho



**CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634**

**BOBBY WITHROW
PARKS DIRECTOR**

**Telephone (208) 639-5346
Email: BWithrow@kunaid.gov**

MEMORANDUM

To: Mayor and Council

From: Bobby Withrow

Subject: Appraisal of Land

Mayor and Council,

The Park Impact Fee Committee approved an expenditure(s) up to \$6,000.00 for the purpose of getting potential properties appraised so that the City can expand its parks system to keep up with the current growth. I am coming before Council to get approval on the expenditure or expenditures if I need more than one appraiser.

My goal is not to go over the \$6,000.00 that PIFC has approved for the appraisals. The acreage sizes I'm looking at are 29, 39 and 57 acre parcels. Two of these parcels are touching so the potential of having a regional park is possible.

Thank You,

Bobby Withrow
Parks Director

**RESOLUTION NO. R75-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT WITH AGNEW::BECK FOR ADDITIONAL SERVICES FOR THE CITY OF KUNA, IDAHO'S COMPREHENSIVE PLAN.

WHEREAS the Mayor and Council of the City of Kuna, Idaho approved, by Resolution No. R32-2017, the original agreement by and between the City of Kuna, Idaho and Agnew::Beck for professional services for the City of Kuna, Idaho Comprehensive Plan; and

WHEREAS a new agreement is required for proposed additional services for the City of Kuna, Idaho's Comprehensive Plan; including Detailed Zoning Code, Ordinance Review, and Recommendations and User-Friendly Guide to the City of Kuna, Idaho Comprehensive Plan; both a part of Land Use and Community Design Implementation.

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

Section 1. The agreement with Agnew::Beck for proposed additional services for the City of Kuna, Idaho's Comprehensive Plan is hereby approved, as attached hereto as **EXHIBIT A**.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA, IDAHO- AGNEW::BECK COMPREHENSIVE PLAN CONSULTING AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2018, by and between *Agnew::Beck Consulting*, hereinafter called the CONSULTANT and the City of Kuna, Idaho, hereinafter called the CITY;

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services for the City of Kuna, Idaho Comprehensive Plan;

WHEREAS, the CONSULTANT desires to accept such engagement, upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and the CONSULTANT hereby agree as follows:

ARTICLE 1 - ENGAGEMENT AND SCOPE

1.1 CITY hereby engages the CONSULTANT to provide professional services in accordance with the Contract Documents (defined in Section 4.1 hereof) with respect to Consulting Services for the project named above, and the tasks described in Section 1.2 hereof (the "Work"), and the CONSULTANT hereby accepts such engagement, upon the terms and conditions hereinafter set forth.

1.2 CONSULTANT shall provide, furnish and perform all necessary labor and services and provide and furnish all necessary supplies, materials and equipment required to complete the Work in accordance with the Contract Documents. The Work to be done shall include the following:
PROPOSED ADDITIONAL SERVICES COST ESTIMATE JULY 2018.

1.3 If the CONSULTANT is of the opinion that any services requested hereunder are beyond the scope of the Work as provided in the Contract Documents, the CONSULTANT shall promptly notify the CITY in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

1.4 No additional services beyond the scope of the Work as provided in the Contract Documents shall be performed by the CONSULTANT unless the CITY shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the CITY and the CONSULTANT. In the event of noncompliance with the foregoing, the CONSULTANT shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

1.5 The term "Change Order" as used herein is a written order to the CONSULTANT, issued and signed by the CITY after execution of this Agreement, authorizing a change in the Work. Unless the CONSULTANT requests a modification in such Change Order, the CONSULTANT shall sign the Change Order and return a copy thereof to the CITY within ten (10) business days after it has received the same. The CONSULTANT shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of CONSULTANT to respond to a Change Order within such ten (10) day period shall be deemed to signify CONSULTANT's acceptance of such Change Order as if CONSULTANT had signed the same without modification. If CONSULTANT requests a modification of a Change Order, the

CITY shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

ARTICLE 2 - TERM AND FORCE MAJEURE

2.1 Subject only to Change Order(s) or the provisions for termination set forth in Article 12 below, the CONSULTANT shall commence the work within thirty (30) days after the date of this Agreement and shall complete the same within eighteen (18) months thereof, unless extended by the CITY.

2.2 If the CONSULTANT is delayed at any time in the progress of the Work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the CONSULTANT's control and without the fault or negligence of CONSULTANT, the CONSULTANT shall prepare and submit to the CITY within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The CONSULTANT shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The CITY may determine, in its sole discretion, after the receipt of such notice of delay from the CONSULTANT, whether to terminate this Agreement in accordance with Article 12 hereof or extend the Term by Change Order for such time as the CITY may determine.

ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

3.1 CITY shall pay the CONSULTANT a fee for completion of the work determined in accordance with the Cost Proposal. The fee payable to the CONSULTANT hereunder shall not exceed the "Contract Price" of TWENTY THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$20,466.00) unless the CONSULTANT has requested, and the CITY has authorized in writing, an increased amount. Should the CONSULTANT anticipate exceeding the Contract Price, the consultant shall notify the CITY in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the CONSULTANT's best estimate of the number of hours and additional expenses the CONSULTANT will require to complete the Work. If a request to increase the Contract Price is made but not accepted, the CONSULTANT shall still be obligated to continue providing services until the work is completed. If the CITY and the CONSULTANT agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

3.2 CONSULTANT shall submit an invoice monthly to the CITY for the Work performed and the charges in the preceding month based upon the percentage of work completed. The invoice shall identify the percentage of project tasks completed and delivered and will be calculated based on the contract price set forth above. Each such invoice shall also contain the CONSULTANT's certification that the task or portion of the Work described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due to third parties has been paid, excepting out approved subcontractors JUB and PM, and that the amount of such invoice is due to the CONSULTANT.

3.3 CITY shall pay the full amount of an invoice within thirty (30) days after receipt of the invoice and accompanying financial report, prepared as described herein. If, however, the CITY objects to all or any portion of any invoice, the CITY shall so notify the CONSULTANT of the

same, stating the reasons for the objection. The CITY shall be entitled to withhold payment of any amounts in dispute, but shall make payments on amounts not in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents consist of this Agreement, CONSULTANT's proposal, attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 CITY shall direct its staff, employees, appointed members of committees and/or other consultants to render all reasonable assistance and provide available data to the CONSULTANT in connection with its performance of the Work under this Agreement. The CITY agrees to furnish to the CONSULTANT copies of any previous reports, data and drawings which may be available and are pertinent to the Work. All such data provided shall remain the property of the CITY and shall be returned to the CITY promptly.

ARTICLE 6 - CONSULTANT'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

6.1 CONSULTANT represents and warrants to the CITY that it has the authority to enter into this Agreement and to perform the Work, and that it is licensed to do business within the city of Kuna, Idaho and authorized to conduct business in the State of Idaho.

6.2 CONSULTANT further represents and warrants that all Work performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professional planners performing the same or similar services.

6.3 CONSULTANT is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

6.4 CONSULTANT's responsibilities under this section shall not be delegated.

6.5 CONSULTANT is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the CITY.

6.6 Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by CITY, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the CONSULTANT is entitled to payment for such work, and not be construed as a waiver of any

breach or acceptance by the CITY of any responsibility, professional or otherwise, for the work, and shall not relieve the CONSULTANT of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of CONSULTANT.

6.7 CONSULTANT shall at all times enforce strict discipline and good order among its employees and any subcontractors and shall not employ for the Work (a) any person, firm or corporation not skilled and licensed, if required, in the task assigned to him, or (b) anyone who might endanger himself, others or the project.

6.8 CONSULTANT shall be responsible to the CITY for the acts and omissions of its employees, agents, subcontractors and other persons performing any of the Work for the CONSULTANT.

6.9 CITY reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, firm or corporation from participation in the Work.

ARTICLE 7 - SUBCONTRACTS

7.1 A subcontractor is a person or entity who provides services or performs Work for the CONSULTANT or for a subcontractor of CONSULTANT. JUB and PM are approved Subcontractors. The CONSULTANT shall not employ any additional subcontractor without the prior written consent of the CITY and shall obtain a written agreement with each subcontractor. As between the CITY and the CONSULTANT, the CONSULTANT shall be responsible for the acts and omissions of its subcontractors and any portion of the Work performed by a subcontractor. The CITY may make reasonable requests for information and data concerning any and all subcontractors under this Agreement, and any other matter deemed by the CITY to be pertinent hereto, and the CONSULTANT hereby agrees to submit such information and data promptly upon request.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY

8.1 The CONSULTANT agrees to advise fully all of its employees, subcontractors and others working for the CONSULTANT concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the CITY; and to take the steps necessary to assure that such procedures are complied with.

ARTICLE 9 - INSURANCE AND HOLD HARMLESS AGREEMENT

9.1 CONSULTANT will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general

liability insurance and/or the professional liability insurance is on a claims-made basis, the CONSULTANT will maintain coverage in force for a period of two (2) years following completion of the work specified in the Agreement at the limits of coverage specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease – each employee and \$500,000.00 accident, \$500,000.00 disease – policy limit. The CONSULTANT is responsible for the payment of any deductibles or self-insured retentions. The CONSULTANT's insurance is primary.

9.2 The certificate of insurance shall provide the CITY with thirty (30) days written notice of cancellation of any of the coverage named in said certificate.

9.3 CITY will be named as an additional insured under the CONSULTANT's general liability insurance and automobile liability insurance policies.

9.4 CONSULTANT shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the CONSULTANT. These certificates shall evidence waivers of subrogation in favor of the CONSULTANT and the CITY, and shall be made available to the CITY upon request.

9.5 CONSULTANT agrees to indemnify, defend and hold harmless the CITY, its officials, representatives, agents, servants, and employees (collectively, CITY) from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including reasonable attorneys' fees and litigation expenses, to the extent caused by the CONSULTANT's negligent performance of the work under this Agreement and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable. This obligation will survive the payment of any losses by the CONSULTANT's insurance company.

ARTICLE 10 - TERMINATION

10.1 If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement. Upon completion of the Work, as accepted by the CITY, or upon receipt of the aforesaid notice of termination, CONSULTANT shall deliver to the CITY all of the following:

(a) All drawings, documents, reports, shapefiles and all other work relating in any way to any portion of the Work. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of CONSULTANT resulting from services rendered pursuant to this Agreement, shall become the property of CITY. CITY agrees CONSULTANT shall have the right to use draft and final products for firm marketing and educational purposes, meaning CONSULTANT may use the plan documents as samples when pursuing other work, or when engaging in educational presentations such as at professional conferences. CONSULTANT shall also reserve the rights to intellectual property, such as planning tools and approaches that have been developed by Agnew::Beck and are proprietary to our business and trade, and are not specific to the City of Kuna or this project. The CITY shall request permission from Agnew::Beck to use these proprietary materials, if needed and permission shall not be unreasonably withheld. The CITY acknowledges that its use of the work product is limited to the purposes contemplated by

the scope of work and that the CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work. Documents submitted to the CITY in electronic format shall be formatted according to specifications provided by the CITY, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2010) format as appropriate for the particular work product or, if directed by the CITY Representative in Adobe Acrobat PDF format.

(b) Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the CITY.

(c) Final itemized invoice for payment. CONSULTANT shall be paid for services performed in accordance with the Contract Documents to the date of termination less any setoffs which the CITY may have.

ARTICLE 11 - MISCELLANEOUS

11.1 CONSULTANT shall only take instructions from the person or persons who are authorized in writing by the CITY to give the same.

11.2 The Work shall be performed by CONSULTANT in such a manner and at such times so as to not interfere or interrupt the CITY's operations.

11.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.

11.4 This Agreement shall be subject to and governed by the laws of the State of Idaho. The Work and performance of same shall comply with all applicable city, county, state and federal codes, rules, regulations and orders.

11.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

11.6 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

11.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

11.8 Claims or lawsuits arising from this agreement will be filed in state court in Ada County, Idaho.

11.9 CONSULTANT may not assign this agreement without the written permission of the CITY.

11.10 During the performance of services under this Agreement, CONSULTANT may gain access to and use CITY information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "CITY Information") which are valuable, special and unique assets of the CITY. CONSULTANT agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of CONSULTANT's scope of work, to protect all CITY Information and treat it as strictly confidential and proprietary to CITY, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any CITY Information to any third party, other than its own employees, agents or subcontractors who have a need for the CITY Information for the performance of services under this Agreement, without the prior written consent of CITY, or as required by law. CONSULTANT shall treat all records and work product prepared or maintained by CONSULTANT in the performance of this Agreement as confidential.

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2018, before me, the undersigned, personally appeared Joe L. Stear, Mayor for the CITY OF KUNA, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said city with the authority as provided for in Resolution No. _____.

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

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

Envision Kuna Proposed Additional Services Cost Estimate - July, 2018 September-December 2018	A::B Principal and Project Manager		A::B Senior Planner and Graphic Designer		A::B Associate Planner		JUB Deputy Project Manager		JUB Architectural Specialist		JUB Planner		Total
	hours	rate	hours	rate	hours	rate	hours	rate	hours	rate	hours	rate	
		\$150		\$115		\$85		\$136		\$110		\$100	
LAND USE & COMMUNITY DESIGN IMPLEMENTATION													
The intention of these tasks is to create more detailed documentation with better visuals that will help expedite plan adoption and guide implementation in key comp plan areas.													
TASK 5. Detailed zoning code and ordinance review and recommendations The initial scope of work included providing high-level recommendations indicating which aspects of the zoning code and planning ordinances would need to be reviewed and potentially revised; this task would allow a deeper level of review and analysis and provide specific recommendations for changes to Kuna's zoning ordinance to support comprehensive plan goals. This task is intended to assist with adoption of the Comp Plan by both the City and the County, and to help City staff expedite priority code updates.	14	\$2,100	0	\$0	0	\$0	44	\$5,984	0	\$0	20	\$2,000	\$10,084
TASK 6. User-Friendly Guide to the Comp Plan The current scope of work includes an executive summary for the comprehensive plan. We recommend adding to this document to create an outstanding and potentially award-winning level of document design and user-friendliness, and add tools such as staff, developers and citizens checklists to aid consistent plan interpretation and implementation and reduce City staff time spent helping users interpret the plan. Making the Guide and related tools available both online and at City Hall will help increase government efficiency, transparency and customer service.	24	\$3,600	30	\$3,450	20	\$1,700	12	\$1,632	0	\$0	0	\$0	\$10,382
TOTAL	38	\$5,700	30	\$3,450	20	\$1,700	56	\$7,616	0	\$0	20	\$2,000	\$20,466

(Space above reserved for recording)

**ORDINANCE NO. 2018-34
PISA LAND HOLDINGS LLC
KUNA MUNICIPAL IRRIGATION ANNEXATION**

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE NORTH 300' OF PARCEL S1314120890, AND REFERRED TO AS PISTEM ACADEMY WHICH IS OWNED BY PISA LAND HOLDINGS LLC, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT; THUS, CHANGING THE BOUNDARY OF THE KUNA MUNICIPAL IRRIGATION DISTRICT; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above-mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: That the following described real properties be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 18th day of September, 2018.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

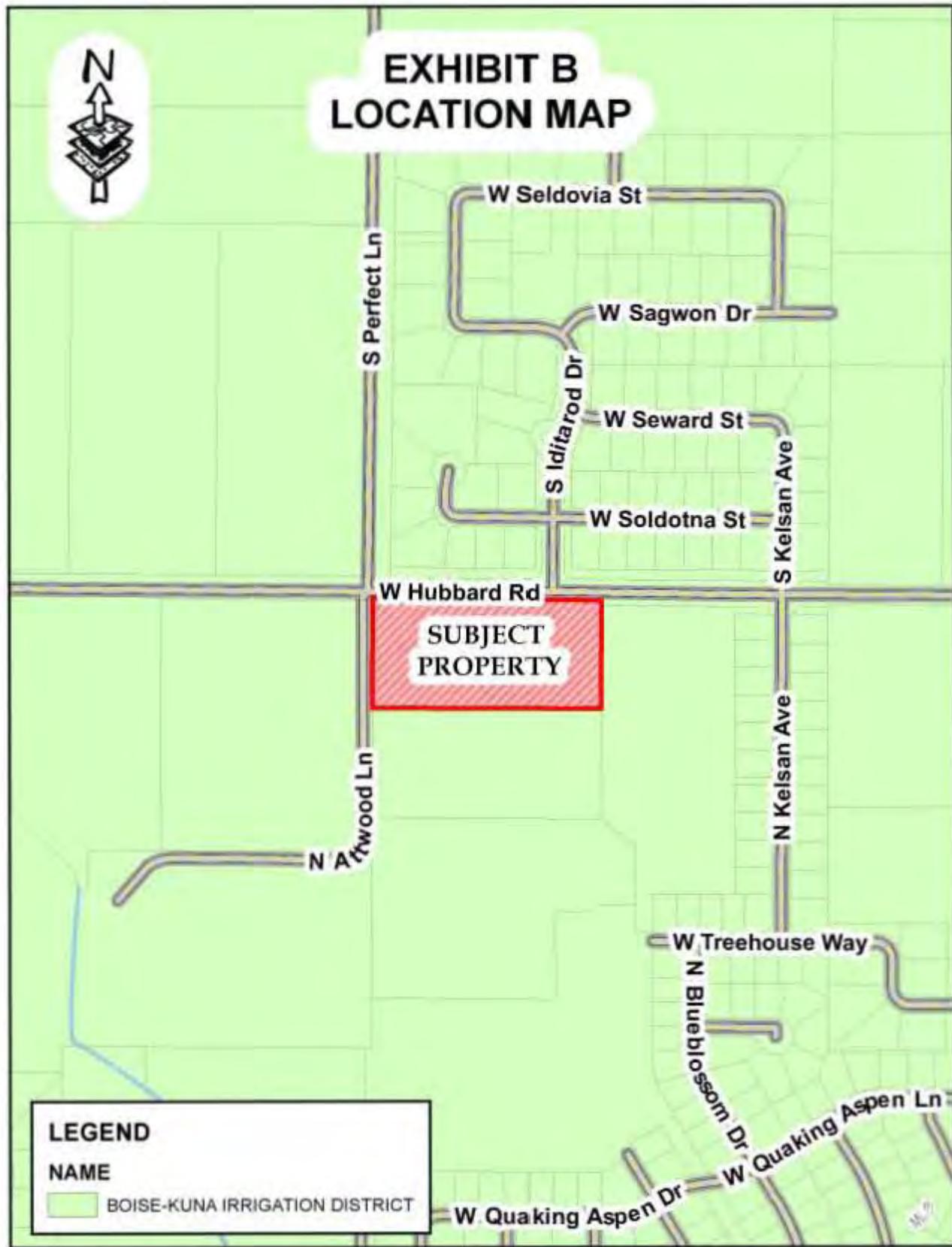
Chris Engels, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
PI STEM ACADEMY

Part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14 Township 2 North Range 1 West,

Being the northern 330 feet of Parcel S1314120890;

Comprising 4.75 acres more or less.



PISA Land Holding, LLC

September 13, 2018

Mike Borzick
City of Kuna
6950 N Ten Mile Rd
Meridian, ID 83642

Re: Water Shares

Dear Mike,

PISA Land Holding, LLC requests that the City of Kuna annex its water shares for improvements made on the front 4.5 acres at 2275 West Hubbard Ave, Kuna ID 83634.

Thanks for your consideration.

Sincerely,



PISA Land Holding, LLC
Michael Wright, Manager

460 North Redwood Road, Suite F, North Salt Lake, Utah 84054