

## 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, October 2, 2018

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

1. **Call to Order and Roll Call**
2. **Invocation:** Jim Bollin, Seventh-Day Adventist 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 18, 2018

#### B. Accounts Payable Dated September 27, 2018 in the Amount of \$256,825.99

#### C. Resolutions

1. Consideration to approve Resolution No. R77-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING RESOLUTION NO. R36-2018 APPOINTING ONE (1) NEW MEMBER TO THE KUNA ARTS COMMISSION TO PEPLACE ONE (1) MEMBER WHO RESIGNED.

2. Consideration to approve Resolution No. R78-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR SHERIFF'S COMMUNITY SERVICE

(SCS) WORKERS FOR THE FISCAL YEAR 2018-2019 FOR THE CITY OF KUNA, IDAHO.

3. Consideration to approve Resolution No. R79-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SERVICE AGREEMENT WITH STRICTLY CLEAN LLC TO REPLACE THE EXISTING SERVICES WHERE THE CITY FACILITIES RECEIVE CLEANING SERVICES TO THE SENIOR CENTER, CITY HALL AND THE NORTH WASTEWATER TREATMENT PLANT.

D. Final Plats

1. Consideration to approve Case No. 18-14-FP (Final Plat) for Greyhawk Subdivision No. 8

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 recessed to October 2, 2018. Deliberation will continue; no additional testimony will be accepted.

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 recessed to October 2, 2018. Deliberation will continue; no additional testimony will be accepted.

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).

**7. Business Items: None**

**8. Ordinances:**

**A. Consideration to approve Ordinance No. 2018-35 ACTION ITEM**

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING ALL OF PARCEL S1313131750, AND REFERRED TO AS GREYHAWK SUBDIVISION NO. 8 WHICH IS OWNED BY PATAGONIA DEVELOPMENT INC., INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK 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*

**B. First Reading of Ordinance No. 2018-36 – Chris Engels, City Clerk**

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING TITLE 10, CHAPTER 3, SECTION 7 TITLED DOG LICENSES TO ALLOW FOR MULTI-YEAR LICENSES AND ROLLING RENEWALS, REPEALING THE HALF PRICE FEE FOR LICENSES PURCHASED AFTER JULY 1 OF EACH CALENDAR YEAR AND AMENDING TITLE 10, CHAPTER 3, SECTION 23 TITLED IMPOUNDING OF ANIMALS CLARIFYING FEES RELATED TO THE IMPOUNDMENT AND KEEPING OF ANIMALS AND PROVIDING AN EFFECTIVE DATE.

**9. Mayor/Council Announcements:**

**10. Executive Session:**

**Action Item**

**A. Executive Session is anticipated at the time of posting this Agenda Notice pursuant to:**

Idaho Code § 74-206(1)(b)

(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent of the City.

**B. Consider a recommendation by the Mayor to the City Council for removal and discharge of the City Attorney employee in accordance with the provisions of Chapter 1 section 1.1.1 B of the City Personnel Manual and in accordance with Idaho Code Section 50-206.**

C. Consideration to approve Resolution No. R80-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO SETTING FORTH CERTAIN PURPOSES, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT ENTITLED THE "AGREEMENT FOR CITY ATTORNEY CIVIL LEGAL SERVICES", DIRECTING THE CITY CLERK, AND SETTING AN EFFECTIVE DATE.

***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 18, 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  
 Lisa Holland, Economic Development Director  
 Jace Hellman, Planner II

**2. *Invocation:* None**

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

**Consideration to Amend the Agenda**

*(Council must move to amend the agenda per IC 74-204(4)(b))*

*(Timestamp 00:00:42)*

Add item 7D under Business – Consideration to Approve Resolution No. R76-2018 Authorizing the “Agreement for Interim Civil Legal Services” with White, Peterson, Gigray, & Nichols, P.A.

Amend Executive Session to clarify session purposes.

*The City Clerk was notified of the request on Tuesday, September, 2018.*

**Council President Buban-Vonder Haar moved to amend the agenda to add item 7D under Business, Consideration to Approve Resolution No. R76-2018 authorizing the “Agreement for Interim Civil Legal Services” with White, Peterson, Gigray, & Nichols, P.A., and to clarify purposes of the Executive Session so it would read, “Consider motion to conduct an executive session pursuant to Idaho Code Section 74-206 (1) (b) and (f) for the following purposes: (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, and (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.” Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

**4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS  
(Timestamp 00:02:25)

*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, September 4, 2018**

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

**C. Alcohol License**

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

**D. Resolutions**

**I. 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 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.

**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:**

- A. Kuna Rural Fire District Levy – Bud Beatty, Kuna Rural Fire District  
(Timestamp 00:03:03)

Bud Beatty, Kuna Rural Fire District, 2390 N Locust Grove, Kuna, Idaho 83634, presented the levy increase that would be on the November ballot and stood for questions.

Mayor Stear commented only having 1 station and 1 crew that could only handle 1 call at a time had long been an issue for Kuna Fire. Luckily they had mutual aid and automatic aid agreements but it was a delayed response and it would be better to have 2 crews ready to go at any time. He thanked Mr. Beatty.

**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**  
(Timestamp 00:06:45)

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).

Planner II Jace Hellman presented the application and staff report. He stood for questions.

Jane Suggs, WHPacific Inc., 2141 W. Airport Way, Suite 104, Boise, Idaho 83705, represented the applicant and reviewed their request. She thanked Council for looking at the appeal and design review as a separate issue.

Rob TeBeau, The Architects Office, 499 Main Street, Boise, Idaho 83702, discussed the design review aspects of this project and stood for questions.

Ms. Suggs summarized the presentation and requested approval. She stood for questions.

Council Member Christensen asked about the distance between the 29 foot buildings and the single story homes. He was concerned about the single story homes' privacy.

Ms. Suggs did not have the information with her but gave a rough estimate of what she thought it was and explained they had planned for that accordingly. They were

also being very sensitive about lighting and were open to providing whatever landscaping was necessary along that fence as well as changing the plans for windows on the southern side.

Mayor Stear opened the public hearing.

Support:

Marcellus Clark, 396 E Chapparosa Drive, Kuna, Idaho 83634, neighbored the subdivision in question. He noted there were varying opinions on the project in the community. He worked in the design community and had a project that would be going to the design review committee the following month. Based on his experience in the design community and recognizing that someone owned that property and their rights, with them developing within the approved uses and codes, he was not opposed to the project and welcomed residential development there. Others had suggested commercial development on that property. He did not want a liquor or convenience store ending up there and believed this project was one that would bring the best capital gain. He supported the project but recognized the concern regarding the density and the impact of future growth on Linder and Hubbard. He also addressed concerns regarding a drop in home values. Based on his experience and education he felt it might only affect the home values of a couple properties.

David M. Burke Senior, 2764 N Matteredale Avenue, Kuna, Idaho 83634, was in favor of moving Kuna forward as a community. He felt Mr. Clark stated the issue very well and had some good points. He thought the proposed plan was a good plan but was a bit over crowded. He reviewed some consequences of overcrowding and asked that council look at the size of the project in conjunction with entry and exit, privacy, and emergency services. They did not want to build animosity or negativity. They wanted to move forward positively but with enough emergency services to do it in a safe manner. He stood for questions.

Against:

Micaele Williams, 193 E Wythburn Street, Kuna, Idaho 83634, stated there was a reason the Planning & Zoning Committee voted 4-1 in favor of the home owners. He discussed the coming high school and the increased traffic that would come with it and the other issues their subdivision was already dealing with. He was not against Kuna expanding but he was against an apartment building being put in. He was fine with houses or a senior center as originally planned. The subsequent changes that came about were never communicated to them. The development did not affect the majority of the subdivision, only those adjacent to the park and Linder so it was their fight. The Planning & Zoning Commission agreed and Ada County Highway District acknowledged this plan was a no go. He expressed safety concerns and felt just because they met the requirements of Kuna's laws didn't make it right. He asked if Council would want that by their house. No matter how many trees they put up it would still be in direct line of sight of his house. He asked that Council consider that.

Kris Wainwright, 244 E Whitbeck, Kuna, Idaho 83634, noted Planning & Zoning denied the application based on density and other issues and concerns, specifically the right turn in and right turn out. The only way ACHD approved this. There are no other ways to get an entrance into that property. He expressed concerns regarding privacy, lack of parking, and current problems with the park. He discussed the many changes to the plans and that none of them really fixed the problems. He suggested making the space a tech park and why that was a good alternative. He stood for questions.

Connie Morrison, 9565 S Linder Road, Meridian, Idaho 83642, expressed concern regarding traffic. She asked that Council consider how bad it already was and what adding these extra vehicles would do. She stood for questions.

Terry Williams, 580 E Sienna Creek, Kuna, Idaho 83634, stated he did not need to reiterate what was said in previous testimony but added he had seen things like this go up in residential neighborhoods and they destroyed those neighborhoods. The place would be in shambles in less than 5 years. He was concerned about the entrance and exit, traffic, and home values as well. He stood for questions.

Tim McKay, 445 E Taper Court, Kuna, Idaho 83634, was a member of the Home Owners Board and was speaking on their behalf. He expressed concern regarding green space. There were a lot of buildings on a parking lot with nowhere else for them to go except the neighborhood park. They were going to de-annex from the neighborhood association but decided against that because then they would have no control over the association or the park. They had asked for help with upgrading the park such as lighting and other things to make it safer and more useable. Those things were ignored. The most consideration the home owners group got was the statement that the developer might build a gazebo at the park if they weren't required to build a gazebo on the property itself. He also reiterated concerns regarding the entrance and exit to the complex and the developer's lack of investment in the community.

David Coker, 205 E Wythburn Street, Kuna, Idaho 83634, liked the small town feel and expressed concerns regarding traffic and felt the location was wrong for this type of development. He reiterated previous statements regarding the number of people this would bring to the area and the decrease in property value. He stood for questions.

Helene Wolfgram, 1901 W Hubbard Road, Kuna, Idaho 83634, had lived on her corner for 25 years. She discussed the growth that had occurred in that time. She invited those that proposed this to spend some time on the intersection to see the traffic that was already there. She shared her concerns regarding parking and traffic. Ms. Wolfgram felt there had to be another type of development that could go in on that corner that would not increase the traffic to the capacity that they were proposing. She was also concerned about the buildings possibly being purchased in the future and having separate owners.

Joan Fractman, 124 E Chapparosa Court, Kuna, Idaho 83634, lived right by the soccer field and most of her property was open. She did not mind the children coming through to play on the field but was worried about people cutting through her yard when the complex went in. Due to the parking issue, people would park on her cul-de-sac and cut through her yard because it was literally one of the closest places to that building. She did not feel safe with that. There would also be so many people parked in the cul-de-sac there would not be enough parking for those who lived there. She reiterated statements made about the entrance and exit and added that Planning & Zoning stated over and over this was a density issue and having 8 units was not in keeping with the flavor of the Kuna community and she agreed with that. She stood for questions and thanked Council for hearing the testimonies.

Neutral: None

Rebuttal: None

Jane Suggs reviewed the distances from the units, fencing, and houses. She addressed the concerns regarding the entrance and exit. The driveway was a full driveway with left and right turns and ACHD had no concerns regarding this.

Ms. Suggs explained the measures taken to resolve the concerns regarding the dumpster, trash, and odors. She also addressed concerns regarding parking and traffic.

As for the upkeep of the property, Ms. Suggs stated the complex was part of the Chapparosa HOA and would pay fees to the HOA. However, they would also have a sub HOA due to the extra items that would need to be maintained. The sub HOA would ensure the property was kept up even if it had multiple owners. Ms. Suggs also reviewed the discussion they had with the Chapparosa HOA and what they would be contributing to the HOA.

In response to the statement that this was the wrong type of development for the location, she explained why they felt it was exactly the right kind of development. She also explained traffic was not an issue with the experts and they were providing more parking than was required. She shared the CCNRs of the Chapparosa subdivision and pointed out it stated the HOA, Architectural Control Committee, and any homeowners in Chapparosa had no authority over Lot 8 Block 1 and reviewed the specifics of that limitation. She felt the project met the design review requirements in Kuna City Code and felt they provided enough information to show that. In the next hearing they would show how the preliminary final plat met all the zoning codes and comprehensive plans and why it was the best project for the location. She stood for questions.

Council Member Christensen asked about the modification recommended by ACHD to their policy. He knew ACHD loved what they saw and had no traffic concerns but was asking her to speak to the modification.

Ms. Suggs explained the need for the modification to provide access to the property.

**Council President Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

*(Timestamp 01:13:11)*

Council President Buban-Vonder Haar reviewed the specifications of the request before Council and what should be considered in approving a design. She stated the Planning & Zoning Commission erred because they did not comply with City Code in providing specific reasons for denying the application and it did appear the application did comply with City Code as it related to design review. She asked for discussion.

Council Member Christensen wanted to look at landscaping and brought up the concerns regarding the building height of 29 feet.

Council President Buban-Vonder Haar stated her house was 29 feet and that was normal for a two-story home. In City Code the height restriction for a two-story residence was 30 feet.

Planning & Zoning Director Wendy Howell confirmed the height restriction.

Council Member Christensen reviewed the concerns regarding parking and traffic including the policy modification made by ACHD staff for the development. The policy was in place for a reason and he was concerned about how this would impact traffic and safe parking for that location.

Council President Buban-Vonder Haar responded ACHD would have to grant a variance regardless of what was put in that location. She felt the variance would be an inappropriate reason to deny the application because then nothing could be built there. Also, City Code required 1.5 parking spots per dwelling. She struggled with what kind of authority they would have to require more parking if they were already meeting the code.

Council Member Christensen replied that was a fair assumption but it was no secret that when there were 32 separate families living there, there would be more than 1.5 cars per family at some point in time and there was nowhere for them to go.

Council President Buban-Vonder Haar asked if there was anyone from Planning & Zoning or ACHD that could speak to the reasoning behind the 1.5 parking spaces.

Ms. Howell believed that was a national standard and as far as she was aware all municipalities used that.

Council Member McPherson stated, in regards to traffic, something had to be done to allow access to whatever was going to be built there. The traffic generated by a business in that location would be way greater than this apartment complex. He was torn by the 1.5 parking spaces per unit and explained his hesitation. He also commented this would provide affordable housing for someone who did not have the ability to have a house but he did not like anything going there because nothing was a good fit for traffic.

Council President Buban-Vonder Haar asked if the vote would have to be unanimous that evening to approve the appeal and design review.

Ms. Howell explained Council would need to vote to either uphold the Planning & Zoning Commission's denial, conditionally uphold their denial, or overrule their decision to deny the project and if they overruled their decision that would be approving the design review.

City Clerk Chris Engels asked the legal representation in the front row to chime in on any direction for the vote; whether they need the full Council of 4 or if it could be 3 with 2 plus 2 and then 1.

Bill Gigray III, P.A., 5700 E Franklin Road, Nampa, Idaho 83687, was there for an item later on in the agenda and represented other cities in similar matters. When an ordinance or statute referenced a vote of the full Council they believed that meant all Council, not just those who were present. His recommendation was to take a vote with all of them there.

Council discussed whether or not to make a favorable or non-favorable motion and how to go about making the motion. They decided they wanted to hear from ACHD who was present.

Mr. Gigray stepped up to recommend reopening the public hearing if they were going to take more testimony on certain issues and that they had the license to continue this if they needed more time to review or more information.

Mayor Stear added that Council could also table the issue to a date certain if they wanted more information.

**Council President Buban-Vonder Haar moved to reopen the public hearing. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

*(Timestamp 01:37:26)*

David Cochran, ACHD, 3775 N Adams Street, Garden City, Idaho 83714, stood for questions.

Council Member Christensen asked what the standard was for driveway access from a major intersection.

Mr. Cochran explained the policy would typically call for a 330 foot offset on a road like Hubbard however their policy did allow for staff to provide for a variance in a situation like this where if they did not allow for the 12% offset the property would not functionally have any access.

Council Member Christensen asked about the right in, right out access restriction.

Mr. Cochran replied ACHD was maintaining the right to restrict access to right in, right out if and when a round-about or other intersection improvement took place at Linder and Hubbard.

Mayor Stear added that was actually kind of common.

Council Member Christensen asked if they had denied all Linder access.

Mr. Cochran would have to look into the background on Linder but either way it did not meet the ideal offset.

Mayor Stear invited the applicant to make a rebuttal.

Jane Suggs, the applicant's representative, did not have a rebuttal but added that the next hearing would help clear up some of the issues with the design review. She asked that they go through to the next hearing before tabling or deferring to another date.

Council discussed tabling the decision or ruling on everything together.

Mr. Gigray recommended Council table to a date certain if they were going to continue it. He also recommended they be very clear as to whether or not they would be taking more testimony. They could also recess this public hearing and reconvene it after the next public hearing.

**Council President Buban-Vonder motioned to recess the public hearing for Cases No.s 18-01-A and 18-12-DR until after the next public hearing. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

**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**

*(Timestamp 01:44:20)*

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).

Planner II Jace Hellman presented the application and staff report. He stood for questions.

Council President Buban-Vonder Haar asked about the average density for multi-family within Kuna.

Mr. Hellman did not have an average density but density was determined by zone.

Jane Suggs, WHPacific Inc., 2141 W. Airport Way, Suite 104, Boise, Idaho 83705, represented the applicant and thanked Council for allowing this hearing to go on in the hopes of clarifying some of the issues that were still concerning to the them. She reviewed the history of the project and their request for subdivision approval with the condition added to move the trash enclosure from the south east corner to the south west corner. She noted they agreed to meet all the conditions of approval and stood for questions.

Mayor Stear opened the public hearing.

Support:

David M. Burke Senior, 2764 N Matterdale Avenue, Kuna, Idaho 83634, thanked Council for listening to them. He was not opposed to the project but was asking for the plans to improve by reducing the number of units. He also explained why he felt they should pay 32 HOA fees instead of 8. He stood for questions.

Against:

Micaele Williams, 193 E Wythburn Street, Kuna, Idaho 83634, provided pictures of the ongoing issues at the park for Council to look at. He was concerned that they were still unsure where the developers stood with the park and what problems the additional use would bring. He was adamant that an apartment complex should not go in.

Kris Wainwright, 244 E Whitbeck, Kuna, Idaho 83634, lived 1 house over from the park. He was speaking as a proxy for an additional 6 other homeowners and they were all against this plan in its entirety. They also submitted an additional list of 55 names to Planning & Zoning that did not want this at all. That was a little over a quarter of the neighborhood. He talked about traffic impact concerns regarding the high school as well as the large number of homes in the area. He was also concerned about crime rates going up.

Council President Buban-Vonder Haar explained in order for them to say no they had to have grounds to do so. She asked what they were saying was wrong with their application that was non-compliant or what they were saying should go in there.

Mr. Wainwright understood they met the legal requirements and was not arguing that. He was looking at it from a safety point of view and this was not safe. He was concerned about crime and car accidents.

Council President Buban-Vonder Haar stated they were not allowed to consider crime because it was a discriminatory reason.

Mr. Wainwright elaborated on the traffic safety concerns. He was looking at this from a density point of view.

Council President Buban-Vonder Haar wanted to know what they were specifically asking for.

Mr. Wainwright wanted to see something done with that property but it needed to be a lower density.

Council Member McPherson agreed with Mr. Wainwright about traffic concerns but Council was not the authority on traffic; ACHD was and they approved this plan. He explained why their hands were tied even though personally he would like to see a lower density. He further explained no matter what went in to that lot, unfortunately, the traffic would probably be the same and they did not have a say with the traffic aspect of this.

Mr. Wainwright asked what recourse they as homeowners had when they had people parking in their neighborhood.

Mr. Wainwright and Council discussed the technicalities of parking spaces and standards being met.

Terry Williams, 580 E Sienna Circle, Kuna, Idaho 83634, listened to everything that had been said so far and the fact that they can't legally say no when they have met all this criteria. He referred to an earlier comment regarding the loss of approximately 14% in home values. In his calculations that added up to about

\$28,000.00 per house. He also discussed the parking issues and reiterated that just because they met the requirements did not make it right.

Joan Fractman, 124 E Chapparosa Court, Kuna, Idaho 83634, stated that when the application was denied by the Planning & Zoning Commission they talked about common area. She talked about keeping the flavor of the neighborhood and not having animosity between groups. This project was leading away from that because the groups had not met enough and come to a meeting of the minds. It was not a legal factor but it was a human factor. She felt things needed to be resolved between both groups before moving forward with the project for the sake of everyone. That had to be taken into consideration. She suggested if they went down in density it would really make things different for traffic patterns and upkeep. She also wanted the HOA and the developer to get back together to see what they could hammer out. Everyone had to be reasonable. She stood for questions.

Connie Morrison, 9565 S Linder Road, Meridian, Idaho 83642, lived right across from the project. She reiterated concerns regarding traffic and safety. She asked that council consider those issues.

Helene Wolfram, 1901 W Hubbard Road, Kuna, Idaho 83634, stated they had participated over the last 25 years in testifying when these developments had gone in and were proposed. She felt the developers knew just how to dot their i's and cross their t's to be within the legal ramifications of approval and understood that Council's hands were tied as to how they denied an application. This put the citizens of Kuna in a real tough position because they were tired of testifying and expressing their concerns because they were the ones being slapped in the face when everything was approved on a continual basis. She was glad she was not in Council's position to have to make the decision but she thought it was very important that Council take into consideration the opinions and concerns that the citizens of Kuna had. They were losing their small country feel. Development would continue and Kuna would run into Meridian eventually. She spoke to the growth she had seen in the Boise area and reiterated her desire for Council to take into consideration the concerns of the citizens.

Tim McKay, 445 E Taper Court, Kuna, Idaho 83634, expressed concern regarding the 5 bus stops on Linder and Hubbard within 1 mile of this project with kids on the side of road that were barely visible and it was multiple buses picking these kids up. He did not think that was a consideration when this project was originally presented. He also thought the growth that had occurred since the project was originally presented should be considered as well. He felt the separate HOAs was a messy situation. He also thought the question of the typical approved density was an important question to have answered before moving forward.

Council President Buban-Vonder Haar reiterated Planner II Jace Hellman's response regarding that question in the last public hearing.

Mr. McKay suggested looking at and revising some ordinances as a City.

Council President Buban-Vonder Haar noted they were working on rewriting the Comprehensive Plan because of feedback from citizens. She wanted them to know that regardless of the outcome of the evening they were heard and the City was trying to make changes to allow them to be more responsive to what folks were asking for.

Mayor Stear thanked her for mentioning that.

Wendy Chapman, Northern Star Management, 5660 E Franklin Road, Nampa, Idaho 83687, currently managed the Chapparosa Ridge HOA along with 25 other HOAs in the Treasure Valley. She was in opposition to the Kelleher Subdivision No. 2 Plat as it was being presented. The lot was currently platted as part of the Chapparosa Ridge Homeowners Association. She argued that the intention of the original Kelleher No. 1 and Chapparosa Ridge development was for single family dwellings and subdividing Lot 8, Block 1 was not the intention when the subdivision was originally developed. This was evident by the fact that the current CCNRs of Chapparosa Ridge HOA did not address multi-units or dwelling in any fashion. If the Council did approve the preliminary and final plats of Kelleher No. 2 Chapparosa Ridge would be required to amend their CCNRs to address the challenges of multi-units. She discussed the challenges of multi-family dwellings and their dealings with the developer. They were fully aware of the need to develop successful projects but also were keenly aware of what happened to a project or community when not developed in the right way. She stated putting 8 multi-unit buildings next to single family residential subdivision was not the best for community growth. Approving this development was not in the best interest of the homeowners of the Chapparosa Ridge HOA and she respectfully asked that the approval of this application be tabled until further needed preparation or negotiations could be achieved by the Chapparosa Ridge HOA or perhaps even an informal mediation would be appropriate.

Council Member Christensen asked if there were talks going on between the HOA and Kelleher.

Ms. Chapman replied yes and reviewed their last meeting with Jane Suggs. She added that she was not at the Planning & Zoning meeting but from her understanding this was not the plan that was presented and denied at that meeting.

Council President Buban-Vonder Haar stated it was what was in the packet.

Someone in the audience stated it had changed multiple times.

Ms. Chapman noted the items that had changed.

Neutral: None

Rebuttal:

Jane Suggs addressed the comments made and the concerns of the citizens. She stated there was a lot of discussion on what could happen but they needed to get back to the requirements being met. She thanked Council and stood for questions.

Council President Buban-Vonder Haar asked how appropriate it would be for Council to get involved with the HOA issue.

Bill Gigray III, P.A., explained HOAs were specific jurisdictions; agreements by property owners to abide by certain terms and conditions. However, if the HOA was a requirement of City approval by a prior action it may have some relevance in regards to the ployout of the HOA and its jurisdiction over future development within that area that was previously approved. Without reviewing the HOA specific revisions and the history of the City's actions there was no way of really knowing how relevant that really was. They did have the authority in a subdivision process to continue a hearing and ask for additional information on matters and bring it back for further study. If they wanted to encourage some kind of dialogue between the developer and property owners, based on his years of experience, they would need very specific issues that dialogue was tied to or else it could become a free for all and a waste of time. Well defined issues addressed by people of good conscience could get results but broad brush strokes were difficult for anyone to deal with. He suggested if Council wanted to go that route they table the matter to a date certain.

Council discussed whether they were ready to vote or if they needed to table the matter.

Council Member Christensen requested to table the matter. He did not feel it was necessary to take more testimony.

**Council President Buban-Vonder Haar moved to recess the public hearing for Case No. 18-01-CPF until the October 2, 2018 Council Meeting at 6:00 PM at which time deliberation would continue but and no additional testimony would be received. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

**Council President Buban-Vonder Haar moved to recess the public hearing for Cases No.s 18-01-A and 18-12-DR until the October 2, 2018 Council Meeting at 6:00 PM at which time deliberation would continue but and no additional testimony would be received. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

Council President Buban-Vonder Haar thanked everyone for showing up and being involved.

Terry Williams, 580 E Sienna Circle, Kuna, Idaho 83634, asked for clarification on the rules regarding Council's ability to approve or deny an application.

Council President Buban-Vonder Haar explained the process.

Kris Wainwright asked what recourse the Homeowners would have if the application was approved.

Council President Buban-Vonder Haar replied they would go back to the City.

Mr. Wainwright asked who would they as homeowners petition to get a reduction in their taxable value.

A member of the audience stated they would go through the accessor's office and the County Commissioners.

Mayor Stear added there were also contradicting studies about the effect of multi-family units on home values.

Mr. Gigray recommended that Council put on the record that the last 2 speakers that asked questions of the Council would not be considered by this Council in anyway with regards to the merits of the pending matter that was just before them with a public hearing. He believed the questions were generic and not about the specific item but it should still be noted.

All of Council agreed not to use the questions in consideration of the pending matters.

- 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  
(Timestamp 03:11:55)

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).

Planning & Zoning Director Wendy Howell presented the request and stood for questions.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

Rebuttal: None

**Council President Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

**Council President Buban-Vonder Haar moved to approve a modification of the Development Agreement (DA) for Springhill (06-11-DA). Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

Council took a 5 minute break.  
(Timestamp 03:14:35)

## 7. **Business Items:**

- A.** Domestic Violence Awareness Month Proclamation – Mayor Stear  
(Timestamp 03:14:36)

Mayor Stear read the proclamation and commented the Women & Children’s Alliance was a really good program that helped a lot of people.

- B.** Approval to expend up to \$6,000.00 of Park Impact Fee Funds – Bobby Withrow, Parks Director **ACTION ITEM**  
(Timestamp 03:16:31)

Parks Director Bobby Withrow presented the request and stood for questions.

Council Member Christensen asked where the properties were located.

Mr. Withrow did not want to disclose that information at that time.

**Council President Buban-Vonder Haar moved to approve the expenditure of up to \$6,000.00 of Park Impact Fee Funds for the purpose of getting potential properties appraised so the City could expand its park system to keep up with the current growth. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

- C. Consideration to approve Resolution No. R75-2018 – Wendy Howell, Planning & Zoning Director **ACTION ITEM**  
(Timestamp 03:17:55)

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.

Planning & Zoning Director Wendy Howell stood for questions.

Mayor Stear reviewed a previous discussion they had with Council regarding this matter.

Council President Buban-Vonder Haar asked if they were overdue for another meeting.

Ms. Howell responded they were getting close and updated Council on the status of the project.

**Council President Buban-Vonder Haar moved to approve Resolution No. R75-2018. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

- D. Consideration to approve Resolution No. R76-2018 – Mayor Stear* **ACTION ITEM**  
(Timestamp 03:19:27)

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO SETTING FORTH CERTAIN PURPOSES, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT ENTITLED THE "AGREEMENT FOR INTERIM CIVIL LEGAL SERVICES", DIRECTING THE CITY CLERK, AND SETTING AN EFFECTIVE DATE.

Mayor Stear explained the purpose of the agreement.

Council President Buban-Vonder Haar thanked Bill Gigray III for his council that night.

Bill Gigray III introduced Bill Punkoney to Council. Mr. Gigray and Mr. Punkoney would run point for the City's legal services. He reviewed the agreement.

**Council President Buban-Vonder Haar moved to approve Resolution No. R76-2018. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

## 8. Ordinances:

- A. Consideration to approve Ordinance No. 2018-34 **ACTION ITEM**  
(Timestamp 03:22:52)

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*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-34. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-34. 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 03:24:17)

Mayor thanked Council President Buban-Vonder Haar and her husband for hosting the Mayor's Table when he was unable to.

Mayor Stear mentioned he did not have to worry too much because he had an amazing staff that would step up and take care of anything.

**10. Executive Session:****Action Item**

- A. Consider motion to conduct an executive session pursuant to Idaho Code Section 74-206 (1) (b) and (f) for the following purposes:  
(Timestamp 03:25:27)

(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, and

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**Council President Buban-Vonder Haar moved to adjourn to Executive Session Pursuant to Idaho Code 74-206(1)(b) and (f). Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza absent.**

**Executive Session Kuna City Council Meeting of September 18, 2018** – The Executive Session, pursuant to Idaho Code Section 74-206 (1) (b) and (f) to consider the evaluation, of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent of the City of Kuna and to communicate with legal counsel for the City to discuss the legal ramifications of and legal options for pending litigation, and controversies not yet being litigated but imminently likely to be litigated commenced at 9:36 p.m. with the Mayor and members of the City Council and Wm. F. Gigray, III legal counsel for the City. Council President Buban-Vonder Haar was appointed as secretary to take the minutes of this executive session. Information was then exchanged among the Mayor, members of the City Council and Wm. F. Gigray, III legal counsel on the subjects of the executive session. No action was taken. A motion was then made by Council President Buban-Vonder Haar and seconded by Council Member McPherson to come out of executive session which motion passed unanimously at 10:00 p.m.

**Open session resumed** and Mayor Stear reported that information was received in relation to the announced purposes for going into executive session and no action was taken by the Council Members.

Signed By: \_\_\_\_\_

Briana Buban-Vonder Haar, *Council President*, Secretary of Executive Sessions.

**11. Adjournment: 10:02 P.M.**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk*

*Date Approved: CCM 10.02.2018*

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>2M COMPANY, INC.</b>												
1461	2M COMPANY, INC.	4129216-000	7110	<u>SOLENOID FOR SPRINKLERS, M.MEADE - PARKS</u>	09/17/2018	202.80	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/18		
Total 4129216-000:						202.80	.00					
Total 2M COMPANY, INC.:						202.80	.00					
<b>ADDAM TRAVIS CHAVARRIA</b>												
1955	ADDAM TRAVIS CHAVARRIA	09152018ATC		<u>PERFORMER FOR THE 2018 MAYORS TABLE, ARTS COMMISSION, SEPT.'18</u>	09/15/2018	300.00	300.00	01-6070 <u>DONATIONS EXPENSE</u>	0	9/18	09/21/2018	
Total 09152018ATC:						300.00	300.00					
Total ADDAM TRAVIS CHAVARRIA:						300.00	300.00					
<b>ADVANCED COMMUNICATIONS, INC.</b>												
1566	ADVANCED COMMUNICATIONS, INC.	19733		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/18-9/30/19 - ADMIN</u>	09/01/2018	94.08	.00	01-6255 <u>TELEPHONE</u>	0	10/18		
1566	ADVANCED COMMUNICATIONS, INC.	19733		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/18-9/30/19 - P &amp; Z</u>	09/01/2018	33.60	.00	01-6255 <u>TELEPHONE</u>	1003	10/18		
1566	ADVANCED COMMUNICATIONS, INC.	19733		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/18-9/30/19 - WATER</u>	09/01/2018	87.36	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	10/18		
1566	ADVANCED COMMUNICATIONS, INC.	19733		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/18-9/30/19 - SEWER</u>	09/01/2018	87.36	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	10/18		
1566	ADVANCED COMMUNICATIONS, INC.	19733		<u>QUARTERLY MAINTENANCE CHARGES, 10/1/18-9/30/19 - P.I</u>	09/01/2018	33.60	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	10/18		



City of Kuna

## Payment Approval Report - City Council Approval

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Report dates: 9/14/2018-9/27/2018

Sep 27, 2018 03:48PM

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
				SEPT.'18 - WATER	09/14/2018	4.20	.00	20-6165 OFFICE SUPPLIES	0	9/18		
1795	BUYWYZ LLC	126295	7555	REPLACEMENT TONER CARTRIDGES FOR CLERK'S OFFICE (YELLOW AND CYAN), SEPT.'18 - SEWER	09/14/2018	4.20	.00	21-6165 OFFICE SUPPLIES	0	9/18		
1795	BUYWYZ LLC	126295	7555	REPLACEMENT TONER CARTRIDGES FOR CLERK'S OFFICE (YELLOW AND CYAN), SEPT.'18 - P.I	09/14/2018	2.10	.00	25-6165 OFFICE SUPPLIES	0	9/18		
Total 126295:						174.98	.00					
1795	BUYWYZ LLC	126295.1	7555	REPLACEMENT TONER CARTRIDGES FOR CLERK'S OFFICE (BLACK AND MAGENTA)SEPT.'18 - ADMIN	09/20/2018	184.41	.00	01-6165 OFFICE SUPPLIES	0	9/18		
1795	BUYWYZ LLC	126295.1		REPLACEMENT TONER CARTRIDGES FOR THE CLERK'S OFFICE (BLACK AND MAGENTA)SEPT.'18 - WATER	09/20/2018	4.71	.00	20-6165 OFFICE SUPPLIES	0	9/18		
1795	BUYWYZ LLC	126295.1		REPLACEMENT TONER CARTRIDGES FOR THE CLERK'S OFFICE (BLACK AND MAGENTA)SEPT.'18 - SEWER	09/20/2018	4.71	.00	21-6165 OFFICE SUPPLIES	0	9/18		
1795	BUYWYZ LLC	126295.1		REPLACEMENT TONER CARTRIDGES FOR THE CLERK'S OFFICE (BLACK AND MAGENTA)SEPT.'18 - P.I	09/20/2018	2.35	.00	25-6165 OFFICE SUPPLIES	0	9/18		
Total 126295.1:						196.18	.00					
1795	BUYWYZ LLC	126296		1 CASE COPY PAPER, 1 PKG CODING LABELS, SEPT.'18 - P&Z	09/14/2018	42.53	.00	01-6165 OFFICE SUPPLIES	1003	9/18		
1795	BUYWYZ LLC	126296		1 BOX LETTER SIZE MANILA FOLDERS FOR STOCK, 3 PKGS POSTIT NOTES, 1 PK SIGN HERE POSTITS, UTILITY BILLING DEPT, SEPT.'18 - ADMIN	09/14/2018	21.23	.00	01-6165 OFFICE SUPPLIES	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
1795	BUYWYZ LLC	126296		<u>1 BOX LETTER SIZE MANILA FOLDERS FOR STOCK, 3 PKGS POSTIT NOTES, 1 PK SIGN HERE POSTITS, UTILITY BILLING DEPT, SEPT.'18 - WATER</u>	09/14/2018	28.02	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/18		
1795	BUYWYZ LLC	126296		<u>1 BOX LETTER SIZE MANILA FOLDERS FOR STOCK, 3 PKGS POSTIT NOTES, 1 PK SIGN HERE POSTITS, UTILITY BILLING DEPT, SEPT.'18 - SEWER</u>	09/14/2018	28.02	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/18		
1795	BUYWYZ LLC	126296		<u>1 BOX LETTER SIZE MANILA FOLDERS FOR STOCK, 3 PKGS POSTIT NOTES, 1 PK SIGN HERE POSTITS, UTILITY BILLING DEPT, SEPT.'18 - P.I</u>	09/14/2018	7.64	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/18		
Total 126296:						127.44	.00					
1795	BUYWYZ LLC	126632	7579	<u>2 REAMS BLUE COVER STOCK AND 1 PK POSTIT NOTES, SEPT.'18 - P &amp; Z</u>	09/19/2018	45.49	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/18		
Total 126632:						45.49	.00					
Total BUYWYZ LLC:						544.09	.00					
<b>CASSANDRA SARAH JOHNSTON</b>												
1924	CASSANDRA SARAH JOHNSTON	111		<u>DIRECTOR HEAD SHOT, J.EMPEY, SEPT.'18</u>	09/26/2018	45.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	9/18		
Total 111:						45.00	.00					
1924	CASSANDRA SARAH JOHNSTON	120	7561	<u>MAYOR'S TABLE PHOTOS, SEPT.'18</u>	09/26/2018	100.00	.00	<u>03-6376 EXPENDITURE- MAYOR'S TABLE</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 120:						100.00	.00					
Total CASSANDRA SARAH JOHNSTON:						145.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922917909		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7-10/6/18 - ADMIN	09/07/2018	13.52	13.52	01-6255 TELEPHONE	0	9/18	09/21/2018	
62	CENTURYLINK	208922917909		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7-10/6/18 - P & Z	09/07/2018	4.83	4.83	01-6255 TELEPHONE	1003	9/18	09/21/2018	
62	CENTURYLINK	208922917909		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7-10/6/18 - WATER	09/07/2018	12.56	12.56	20-6255 TELEPHONE EXPENSE	0	9/18	09/21/2018	
62	CENTURYLINK	208922917909		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7-10/6/18 - SEWER	09/07/2018	12.56	12.56	21-6255 TELEPHONE EXPENSE	0	9/18	09/21/2018	
62	CENTURYLINK	208922917909		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 9/7-10/6/18 - P.I	09/07/2018	4.82	4.82	25-6255 TELEPHONE EXPENSE	0	9/18	09/21/2018	
Total 20892291790907100618:						48.29	48.29					
Total CENTURYLINK:						48.29	48.29					
<b>CONPAZ</b>												
447	CONPAZ	09152018C	7562	CATERING THE MAYOR'S TABLE, SEPT.'18	09/15/2018	2,542.43	.00	03-6376 EXPENDITURE-MAYOR'S TABLE	0	9/18		
Total 09152018C:						2,542.43	.00					
Total CONPAZ:						2,542.43	.00					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	J288094	7553	50 EA METER PITS, CONNECTORS, AND 1 EA.METER LID, B.BURR, SEPT.'18	09/12/2018	5,421.20	.00	20-6020 CAPITAL IMPROVEMENTS	1089	9/18		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total J288094:						5,421.20	.00					
63	CORE & MAIN LP	J407408		<u>MULTIPLE PARTS FOR THE SPLASH PAD SEWER LINE, J.MORFIN, SEPT.'18</u>	09/07/2018	246.67	.00	01-6045 <u>CONTINGENCY</u>	1067	9/18		
Total J407408:						246.67	.00					
63	CORE & MAIN LP	J529124		<u>METER FLANGE, GASKET, AND BOLT KIT FOR FLUSHING WATER, D.CROSLEY, SEPT.'18</u>	09/21/2018	53.22	.00	20-6020 CAPITAL <u>IMPROVEMENTS</u>	1089	9/18		
63	CORE & MAIN LP	J529124		<u>IRRIGATION VALVE FOR LINDER DUPLEXES, D.CROSSLEY, SEPT.'18</u>	09/21/2018	294.03	.00	25-6150 MAINT. & <u>REPAIRS - SYSTEM (PI)</u>	0	9/18		
Total J529124:						347.25	.00					
Total CORE & MAIN LP:						6,015.12	.00					
<b>DIVERSIFIED SYSTEMS INC</b>												
76	DIVERSIFIED SYSTEMS INC	46615	7570	<u>50% DEPOSIT TO INITIATE CLOSURE OF THE UNDERGROUND FUEL STORAGE TANK AND REPLACEMENT WITH ABOVE GROUND TANK, SEPT.'18</u>	09/19/2018	7,847.50	7,847.50	21-6150 M & R - <u>SYSTEM</u>	0	9/18	09/21/2018	
Total 46615:						7,847.50	7,847.50					
Total DIVERSIFIED SYSTEMS INC:						7,847.50	7,847.50					
<b>FLUID CONNECTOR PRODUCTS, INC.</b>												
1083	FLUID CONNECTOR PRODUCTS, INC.	7096668	7559	<u>CONTROLS FOR THE LAWN MOWER - PARKS DEPT., SEPT.'18</u>	09/14/2018	342.61	.00	01-6142 MAINT. & <u>REPAIR - EQUIPMENT</u>	1004	9/18		
Total 7096668:						342.61	.00					

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1083	FLUID CONNECTOR PRODUCTS, INC.	7100608	7573	<u>HOSES FOR TRUCK #23, B.GILLOGLY, SEPT.'18</u>	09/19/2018	211.63	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/18		
Total 7100608:						211.63	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	7101038	7577	<u>FITTINGS FOR THE COMPRESSOR AT THE SHOP, B.GILLOGLY, SEPT.'18 - ADMIN</u>	09/19/2018	7.91	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	9/18		
1083	FLUID CONNECTOR PRODUCTS, INC.	7101038	7577	<u>FITTINGS FOR THE COMPRESSOR AT THE SHOP, B.GILLOGLY, SEPT.'18 - WATER</u>	09/19/2018	3.17	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	9/18		
1083	FLUID CONNECTOR PRODUCTS, INC.	7101038	7577	<u>FITTINGS FOR THE COMPRESSOR AT THE SHOP, B.GILLOGLY, SEPT.'18 - SEWER</u>	09/19/2018	3.17	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/18		
1083	FLUID CONNECTOR PRODUCTS, INC.	7101038	7577	<u>FITTINGS FOR THE COMPRESSOR AT THE SHOP, B.GILLOGLY, SEPT.'18 - P.I</u>	09/19/2018	1.58	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/18		
Total 7101038:						15.83	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						570.07	.00					
<b>GERALD JESS PAYNE</b>												
1916	GERALD JESS PAYNE	180820067		<u>APPRAISALS FOR POTENTIAL PARK LOCATIONS, B.WITHROW, AUG.'18</u>	08/27/2018	4,500.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1004	8/18		
Total 180820067:						4,500.00	.00					
Total GERALD JESS PAYNE:						4,500.00	.00					
<b>H.D. FOWLER COMPANY</b>												
1552	H.D. FOWLER COMPANY	14946671	7536	<u>PVC PARTS FOR SPLASH PAD SEWER LINE, M.MEADE, SEPT.'18</u>	09/06/2018	94.17	.00	<u>01-6045 CONTINGENCY</u>	1067	9/18		
1552	H.D. FOWLER COMPANY	14946671	7536	<u>LIDS FOR GROUND BOXES FOR SPRINKLERS, M.MEADE, SEPT.'18</u>	09/06/2018	337.08	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS -</u>				



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
				SEWER	09/06/2018	82.52	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/18		
1619	HOCOCHAN HOLDINGS, INC.	AR668704		MONTHLY COPY CARE, INCLUDING PARTS, LABOR AND TONER FOR COPIERS AT CITY HALL, MODEL#MPC4504EX, SERIAL #S:C737M540155 & C737M540938, 9/3-10/2/18 - P.I	09/06/2018	31.75	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/18		
Total AR668704:						317.40	.00					
Total HOCOCHAN HOLDINGS, INC.:						317.40	.00					
<b>IDAHO MATERIALS &amp; CONSTRUCTION</b>												
418	IDAHO MATERIALS & CONSTRUCTION	4736220	7522	CONCRETE FOR THE VALLEY CUTTER AT THE SPLASH PAD WATER LINE, J.MORFIN, SEPT.'18	09/05/2018	771.69	.00	01-6045 CONTINGENCY	1067	9/18		
Total 4736220:						771.69	.00					
Total IDAHO MATERIALS & CONSTRUCTION:						771.69	.00					
<b>IDAHO NURSERY &amp; LANDSCAPE ASSOCIATION</b>												
1261	IDAHO NURSERY & LANDSCAPE ASSOCIATION	00524	7558	LANDSCAPE TRAINING MANUALS, B.WITHROW, SEPT.'18	09/14/2018	185.00	.00	01-6265 TRAINING & SCH00LING	1004	9/18		
Total 00524:						185.00	.00					
Total IDAHO NURSERY & LANDSCAPE ASSOCIATION:						185.00	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	09242018I		ELECTRIC SERVICE FOR SEPTEMBER 2018 - ADMIN	09/24/2018	265.46	.00	01-6290 UTILITIES	0	9/18		
38	IDAHO POWER CO	09242018I		ELECTRIC SERVICE FOR SEPTEMBER 2018 - SENIOR CENTER	09/24/2018	315.12	.00	01-6290 UTILITIES	1001	9/18		

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38	IDAHO POWER CO	09242018I		<u>ELECTRIC SERVICE FOR SEPTEMBER 2018 - STREET LIGHTS</u>	09/24/2018	5,989.70	.00	<u>01-6290 UTILITIES</u>	1002	9/18		
38	IDAHO POWER CO	09242018I		<u>ELECTRIC SERVICE FOR SEPTEMBER 2018 - P &amp; Z</u>	09/24/2018	45.81	.00	<u>01-6290 UTILITIES</u>	1003	9/18		
38	IDAHO POWER CO	09242018I		<u>ELECTRIC SERVICE FOR SEPTEMBER 2018 - PARKS</u>	09/24/2018	866.13	.00	<u>01-6290 UTILITIES</u>	1004	9/18		
38	IDAHO POWER CO	09242018I		<u>ELECTRIC SERVICE FOR SEPTEMBER 2018 - WATER</u>	09/24/2018	7,216.77	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	9/18		
38	IDAHO POWER CO	09242018I		<u>ELECTRIC SERVICE FOR SEPTEMBER 2018 - SEWER</u>	09/24/2018	21,420.56	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	9/18		
38	IDAHO POWER CO	09242018I		<u>ELECTRIC SERVICE FOR SEPTEMBER 2018 - FARM</u>	09/24/2018	13,028.06	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/18		
38	IDAHO POWER CO	09242018I		<u>ELECTRIC SERVICE FOR SEPTEMBER 2018 - P.I</u>	09/24/2018	23,733.68	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	9/18		
Total 09242018I:						72,881.29	.00					
Total IDAHO POWER CO:						72,881.29	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1127088	7539	<u>AD#1810416, FILE 18-03-AN, 18- 01-CPM PUBLIC HEARING NOTICE FOR FALCON CREST GOLF COURSE, T.BEHUNIN, SEPT.'18</u>	09/19/2018	130.58	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/18		
Total 1127088:						130.58	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1127088-A	7556	<u>AD#1813233, LEGAL NOTICE, 18-04-AN, 18-03-S, LUGARNO TERRA SUB, J.HELLMAN, SEPT.'18</u>	09/19/2018	63.46	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/18		
1802	IDAHO PRESS TRIBUNE, LLC	1127088-A	7556	<u>AD#1813236, LEGAL NOTICE, FILE 18-11-SUP, PINSON MUFFLER SHOP, J.HELLMAN, SEPT.'18</u>	09/19/2018	52.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/18		

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Total 1127088-A:						115.82	.00					
Total IDAHO PRESS TRIBUNE, LLC:						246.40	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	109571		RE-PARTIONED C DRIVE ON CITY HALL SERVER. SEPT.'18 - ADMIN	09/09/2018	36.96	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/18		
1595	INTEGRINET SOLUTIONS, INC.	109571		RE-PARTIONED C DRIVE ON CITY HALL SERVER. SEPT.'18 - P & Z	09/09/2018	13.20	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/18		
1595	INTEGRINET SOLUTIONS, INC.	109571		RE-PARTIONED C DRIVE ON CITY HALL SERVER. SEPT.'18 - WATER	09/09/2018	34.32	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/18		
1595	INTEGRINET SOLUTIONS, INC.	109571		RE-PARTIONED C DRIVE ON CITY HALL SERVER. SEPT.'18 - SEWER	09/09/2018	34.32	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/18		
1595	INTEGRINET SOLUTIONS, INC.	109571		RE-PARTIONED C DRIVE ON CITY HALL SERVER. SEPT.'18 - P.I	09/09/2018	13.20	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/18		
Total 109571:						132.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	109682		SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. SYMANTEC ANTI-VIRUS/ANTI-MALWARE AND ANTI-SPAM PROTECTION. 2 HRS PER WEEK PRO-ACTION SERVICE AND MAINTENANCE. OCTOBER 2018 - ADMIN	09/15/2018	285.62	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	109682		SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. SYMANTEC ANTI-VIRUS/ANTI-MALWARE AND ANTI-SPAM PROTECTION. 2 HRS PER WEEK PRO-ACTION SERVICE AND MAINTENANCE. OCTOBER 2018 - P & Z	09/15/2018	102.01	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	10/18		

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1595	INTEGRINET SOLUTIONS, INC.	109682		<u>SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. SYMANTEC ANTI-VIRUS/ANTI-MALWARE AND ANTI-SPAM PROTECTION. 2 HRS PER WEEK PRO-ACTION SERVICE AND MAINTENANCE. OCTOBER 2018 - WATER</u>	09/15/2018	265.23	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	109682		<u>SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. SYMANTEC ANTI-VIRUS/ANTI-MALWARE AND ANTI-SPAM PROTECTION. 2 HRS PER WEEK PRO-ACTION SERVICE AND MAINTENANCE. OCTOBER 2018 - SEWER</u>	09/15/2018	265.23	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	109682		<u>SERVER PERFORMANCE AND STATUS MONITORING FOR TWO SERVERS. SYMANTEC ANTI-VIRUS/ANTI-MALWARE AND ANTI-SPAM PROTECTION. 2 HRS PER WEEK PRO-ACTION SERVICE AND MAINTENANCE. OCTOBER 2018 - P.I</u>	09/15/2018	102.01	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	10/18		
Total 109682:						1,020.10	.00					
1595	INTEGRINET SOLUTIONS, INC.	109794		<u>FTP SETUP ON TREATMENT PLANT SERVER. SEPT.'18 - WATER</u>	09/16/2018	48.05	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	9/18		
1595	INTEGRINET SOLUTIONS, INC.	109794		<u>FTP SETUP ON TREATMENT PLANT SERVER. SEPT.'18 - SEWER</u>	09/16/2018	48.05	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/18		
1595	INTEGRINET SOLUTIONS, INC.	109794		<u>FTP SETUP ON TREATMENT PLANT SERVER. SEPT.'18 - P.I</u>	09/16/2018	18.30	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/18		
Total 109794:						114.40	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,266.50	.00					

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INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196081		<u>NATURAL GAS CONSUMPTION AT THE SENIOR CENTER, 8/14- 9/11/18</u>	09/12/2018	36.81	36.81	<u>01-6290 UTILITIES</u>	1001	9/18	09/21/2018	
Total 4821351960814091118:						36.81	36.81					
37	INTERMOUNTAIN GAS CO	482634665081		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/14-9/11/18 - ADMIN</u>	09/12/2018	4.59	4.59	<u>01-6290 UTILITIES</u>	0	9/18	09/21/2018	
37	INTERMOUNTAIN GAS CO	482634665081		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/14-9/11/18 - P&amp;Z</u>	09/12/2018	1.64	1.64	<u>01-6290 UTILITIES</u>	1003	9/18	09/21/2018	
37	INTERMOUNTAIN GAS CO	482634665081		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/14-9/11/18 - WATER</u>	09/12/2018	4.26	4.26	<u>20-6290 UTILITIES EXPENSE</u>	0	9/18	09/21/2018	
37	INTERMOUNTAIN GAS CO	482634665081		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/14-9/11/18 - SEWER</u>	09/12/2018	4.26	4.26	<u>21-6290 UTILITIES EXPENSE</u>	0	9/18	09/21/2018	
37	INTERMOUNTAIN GAS CO	482634665081		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 8/14-9/11/18 - P.I</u>	09/12/2018	1.64	1.64	<u>25-6290 UTILITIES EXPENSE</u>	0	9/18	09/21/2018	
Total 4826346650814091118:						16.39	16.39					
Total INTERMOUNTAIN GAS CO:						53.20	53.20					
<b>iWorQ SYSTEMS</b>												
1661	iWorQ SYSTEMS	10746		<u>COMMUNITY DEVELOPMENT PACKAGE-INTERNET APPLICATIONS AND SUPPORT, PAYMENT PROCESSING, PREMIUM DATA PACKAGE- UPLOADING AND STORAGE, OCTOBER 2018- SEPTEMBER 2019 - P &amp; Z</u>	09/14/2018	4,775.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	10/18		
Total 10746:						4,775.00	.00					

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1661	iWorQ SYSTEMS	10845		<u>PARCEL UPDATE MANAGEMENT, OCTOBER 2018 -SEPTEMBER 2019 - P &amp; Z</u>	09/17/2018	645.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	10/18		
Total 10845:						645.00	.00					
Total iWorQ SYSTEMS:						5,420.00	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	09072018-091		<u>SANITATION RECEIPT TRANSFER 09/07-13/18</u>	09/14/2018	57,612.64	57,612.64	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	9/18	09/14/2018	
230	J & M SANITATION, INC.	09072018-091		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 09/07-13/18</u>	09/14/2018	-5,692.13	-5,692.13	<u>01-4170 FRANCHISE FEES</u>	0	9/18	09/14/2018	
Total 09072018-09132018:						51,920.51	51,920.51					
230	J & M SANITATION, INC.	09142018-092		<u>SANITATION RECEIPT TRANSFER 09/14-20/18</u>	09/21/2018	64,937.02	64,937.02	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	9/18	09/21/2018	
230	J & M SANITATION, INC.	09142018-092		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES 09/14-20/18</u>	09/21/2018	-6,415.78	-6,415.78	<u>01-4170 FRANCHISE FEES</u>	0	9/18	09/21/2018	
Total 09142018-09202018:						58,521.24	58,521.24					
Total J & M SANITATION, INC.:						110,441.75	110,441.75					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	2942345		<u>BANK FEES, SEPT.'18 - ADMIN</u>	09/18/2018	32.20	.00	<u>01-6505 BANK FEES</u>	0	9/18		
1328	JACK HENRY & ASSOCIATES, INC.	2942345		<u>BANK FEES, SEPT.'18 - P &amp; Z</u>	09/18/2018	11.50	.00	<u>01-6505 BANK FEES</u>	1003	9/18		
1328	JACK HENRY & ASSOCIATES, INC.	2942345		<u>BANK FEES, SEPT.'18 - WATER</u>	09/18/2018	29.90	.00	<u>20-6505 BANK FEES</u>	0	9/18		

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1328	JACK HENRY & ASSOCIATES, INC.	2942345		<u>BANK FEES, SEPT.'18 - SEWER</u>	09/18/2018	29.90	.00	21-6505 BANK FEES	0	9/18		
1328	JACK HENRY & ASSOCIATES, INC.	2942345		<u>BANK FEES, SEPT.'18 - P.I</u>	09/18/2018	11.49	.00	25-6505 BANK FEES	0	9/18		
Total 2942345:						114.99	.00					
Total JACK HENRY & ASSOCIATES, INC.:						114.99	.00					
<b>J-U-B ENGINEERS, INC.</b>												
1236	J-U-B ENGINEERS, INC.	0119485		<u>PROFESSIONAL SERVICES FROM 7/29-9/1/18, KUNA W 2ND STREET PARKING LOT, COMPASS, C.ENGELS, AUG.'18</u>	09/11/2018	400.00	.00	03-6382 EXP-COMPASS CIM PARKING LOT	0	8/18		
Total 0119485:						400.00	.00					
Total J-U-B ENGINEERS, INC.:						400.00	.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	0000014		<u>PROFESSIONAL SERVICES 8/1/18-8/31/18 - ORCHARD REGIONAL LIFT STATION</u>	09/12/2018	2,328.75	.00	21-6202 PROFESSIONAL SERVICES	1104	8/18		
Total 0000014:						2,328.75	.00					
429	KELLER ASSOCIATES, INC.	217086-029-00		<u>PROFESSIONAL SERVICES 8/8-8/31/18 - KUNA 2018 USER RATE/CONNECTION FEE STUDY</u>	09/13/2018	2,095.00	.00	20-6202 PROFESSIONAL SERVICES	0	8/18		
429	KELLER ASSOCIATES, INC.	217086-029-00		<u>PROFESSIONAL SERVICES 8/8-8/31/18 - KUNA 2018 USER RATE/CONNECTION FEE STUDY</u>	09/13/2018	2,095.00	.00	21-6202 PROFESSIONAL SERVICES	0	8/18		
Total 217086-029-0000001:						4,190.00	.00					
Total KELLER ASSOCIATES, INC.:						6,518.75	.00					

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<b>KODY NEWTON</b>												
1956	KODY NEWTON	2169		<u>ECONOMIC DEVELOPMENT VIDEO. MATCH TO 2018 IDAHO POWER ENERGY FOR GROWTH MARKETING GRANT, SEPT.'18</u>	09/01/2018	5,000.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1010	9/18		
Total 2169:						5,000.00	.00					
Total KODY NEWTON:						5,000.00	.00					
<b>KUNA CHAMBER OF COMMERCE</b>												
314	KUNA CHAMBER OF COMMERCE	873		<u>YEARLY SUSTAINING MEMBERSHIP DUES, OCT 2018 -SEPT 2019</u>	09/13/2018	1,000.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	9/18		
Total 873:						1,000.00	.00					
Total KUNA CHAMBER OF COMMERCE:						1,000.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A102028	7566	<u>2 EA. BATTERIES FOR FLASHLIGHT, J. COULTER, BLDG INSPECTOR, SEPT '18</u>	09/17/2018	9.88	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	9/18		
Total A102028:						9.88	.00					
499	KUNA LUMBER	A102054	7569	<u>1 EA. HAMMER, M.MEADE, SEPT.'18 - PARKS</u>	09/18/2018	19.79	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/18		
499	KUNA LUMBER	A102054	7569	<u>ANCHORS FOR SPLASH PAD PUMP, M.MEADE, SEPT.'18</u>	09/18/2018	5.58	.00	<u>01-6045 CONTINGENCY</u>	1067	9/18		
Total A102054:						25.37	.00					
499	KUNA LUMBER	A102077	7575	<u>LEAF BAGS AND DUCT TAPE, FOR COMMUNITY GARDENS CLEANUP, J.MORFIN, SEPT.'18</u>	09/19/2018	23.19	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/18		



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				SEPT.'18	09/06/2018	10.37	.00	21-6150 M & R - SYSTEM	0	9/18		
Total B117917:						10.37	.00					
499	KUNA LUMBER	B118425	7576	BOLTS FOR SPLASH PAD PUMP. J.MORFIN, SEPT.'18	09/19/2018	10.37	.00	01-6045 CONTINGENCY	1067	9/18		
Total B118425:						10.37	.00					
499	KUNA LUMBER	E7980		ADDITIONAL STAKES FOR CONCRETE WORK. M.MEADE, AUG.'18	08/27/2018	64.15	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/18		
Total E7980:						64.15	.00					
Total KUNA LUMBER:						259.68	.00					
<b>KUNA WELDING</b>												
46	KUNA WELDING	4487	7588	WELDING HOSE BARB FOR LAGOONS. T.FLEMING, SEPT.'18	09/21/2018	52.50	.00	21-6150 M & R - SYSTEM	0	9/18		
Total 4487:						52.50	.00					
Total KUNA WELDING:						52.50	.00					
<b>MISCELLANEOUS VENDORS 2</b>												
1849	MISCELLANEOUS VENDORS 2	09122018P		RELEASE OF CASH BOND FOR KUNA COUNSELING CENTER SEPT.'18	09/14/2018	3,850.00	3,850.00	30-2075 UNEARNED REVENUE	0	9/18	09/14/2018	
Total 09122018P:						3,850.00	3,850.00					
Total MISCELLANEOUS VENDORS 2:						3,850.00	3,850.00					

NICOLAS J. LANDRY

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1946	NICOLAS J. LANDRY	18-0901		<u>45 MINUTES OF LIVE MUSIC FOR THE 2018 MAYOR'S TABLE, SEPT.'18</u>	09/10/2018	300.00	300.00	<u>01-6070 DONATIONS EXPENSE</u>	0	9/18	09/14/2018	
Total 18-0901:						300.00	300.00					
Total NICOLAS J. LANDRY:						300.00	300.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	172935		<u>IMPACT SOCKET FOR FLEET, B.GILLOGLY, AUG.'18</u>	08/20/2018	4.50	.00	<u>01-6175 SMALL TOOLS</u>	0	8/18		
470	PARTS, INC.	172935		<u>IMPACT SOCKET FOR FLEET, B.GILLOGLY, AUG.'18</u>	08/20/2018	1.80	.00	<u>20-6175 SMALL TOOLS</u>	0	8/18		
470	PARTS, INC.	172935		<u>IMPACT SOCKET FOR FLEET, B.GILLOGLY, AUG.'18</u>	08/20/2018	1.80	.00	<u>21-6175 SMALL TOOLS</u>	0	9/18		
470	PARTS, INC.	172935		<u>IMPACT SOCKET FOR FLEET, B.GILLOGLY, AUG.'18</u>	08/20/2018	.89	.00	<u>25-6175 SMALL TOOLS</u>	0	9/18		
Total 172935:						8.99	.00					
470	PARTS, INC.	174812	7564	<u>HYDRAULIC OIL FOR JACOBSEN MOWER, S.HOWELL, SEPT.'18</u>	09/14/2018	119.98	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/18		
Total 174812:						119.98	.00					
470	PARTS, INC.	175222	7581	<u>2-STROKE OIL FOR PARKS WEED TRIMMERS, D. POLENTZ, SEPT.'18</u>	09/20/2018	4.99	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/18		
Total 175222:						4.99	.00					
470	PARTS, INC.	175330	7587	<u>HOSE AND END NOZZLE FOR GREASE GUN, C.MCDANIEL, SEPT.'18 - FARM</u>	09/21/2018	21.46	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/18		

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Total 175330:						21.46	.00					
Total PARTS, INC.:						155.42	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	09112018PLC		LATE CHARGES, SEPT.'18 - WATER	09/11/2018	6.46	.00	20-6140 MAINT. & REPAIR BUILDING	0	9/18		
1021	PEAK ALARM COMPANY, INC	09112018PLC		LATE CHARGES, SEPT.'18 - P.I	09/11/2018	1.61	.00	25-6140 MAINT & REPAIR BUILDING	0	9/18		
Total 09112018PLC:						8.07	.00					
1021	PEAK ALARM COMPANY, INC	886387		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 7/1-7/31/18 - WATER	07/01/2018	211.25	.00	20-6140 MAINT. & REPAIR BUILDING	0	7/18		
1021	PEAK ALARM COMPANY, INC	886387		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 7/1-7/31/18 - P.I	07/01/2018	52.81	.00	25-6140 MAINT & REPAIR BUILDING	0	7/18		
Total 886387:						264.06	.00					
1021	PEAK ALARM COMPANY, INC	892822		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 8/1-8/31/18 - WATER	08/01/2018	211.25	.00	20-6140 MAINT. & REPAIR BUILDING	0	8/18		
1021	PEAK ALARM COMPANY, INC	892822		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 8/1-8/31/18 - P.I	08/01/2018	52.81	.00	25-6140 MAINT & REPAIR BUILDING	0	8/18		

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Total 892822:						264.06	.00					
1021	PEAK ALARM COMPANY, INC	898789		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, &amp; CEDAR), 9/1-30/18 - WATER</u>	09/01/2018	211.25	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/18		
1021	PEAK ALARM COMPANY, INC	898789		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, &amp; CEDAR), 9/1-30/18 - SEWER</u>	09/01/2018	52.81	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	9/18		
Total 898789:						264.06	.00					
1021	PEAK ALARM COMPANY, INC	904532		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, &amp; CEDAR), 10/1-31/18 - WATER</u>	10/01/2018	211.72	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	10/18		
1021	PEAK ALARM COMPANY, INC	904532		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, &amp; CEDAR), 10/1-31/18 - P.I</u>	10/01/2018	52.93	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	10/18		
Total 904532:						264.65	.00					
Total PEAK ALARM COMPANY, INC:						1,064.90	.00					
<b>PRECISION PUMPING SYSTEMS</b>												
952	PRECISION PUMPING SYSTEMS	20358		<u>REPAIRS ON THE CHAPPARAL PUMP STATION, SEPT.'18</u>	09/24/2018	165.00	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/18		
Total 20358:						165.00	.00					

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Total PRECISION PUMPING SYSTEMS:						165.00	.00					
<b>RAIN FOR RENT</b>												
144	RAIN FOR RENT	1247946	7518	<u>CHAINS FOR THE FARM WHEEL LINE, R.WARWICK, AUG.'18</u>	08/30/2018	288.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/18		
Total 1247946:						288.00	.00					
Total RAIN FOR RENT:						288.00	.00					
<b>REXEL USA, INC.</b>												
1613	REXEL USA, INC.	T265785	7540	<u>CODE READER FOR DIAGNOSING, S.HOWELL, SEPT.'18 - ADMIN</u>	09/10/2018	47.50	.00	<u>01-6175 SMALL TOOLS</u>	0	9/18		
1613	REXEL USA, INC.	T265785	7540	<u>CODE READER FOR DIAGNOSING, S.HOWELL, SEPT.'18 - WATER</u>	09/10/2018	19.00	.00	<u>20-6175 SMALL TOOLS</u>	0	9/18		
1613	REXEL USA, INC.	T265785	7540	<u>CODE READER FOR DIAGNOSING, S.HOWELL, SEPT.'18 - SEWER</u>	09/10/2018	19.00	.00	<u>21-6175 SMALL TOOLS</u>	0	9/18		
1613	REXEL USA, INC.	T265785	7540	<u>CODE READER FOR DIAGNOSING, S.HOWELL, SEPT.'18 - P.I</u>	09/10/2018	9.50	.00	<u>25-6175 SMALL TOOLS</u>	0	9/18		
Total T265785:						95.00	.00					
Total REXEL USA, INC.:						95.00	.00					
<b>SENTRY SECURITY MONITORING LLC</b>												
1860	SENTRY SECURITY MONITORING LLC	14377		<u>MONITORING COMMERCIAL FIRE ALARM AND CELLULAR COMMUNICATOR SERVICE, ALARMS AT CITY HALL, 10/1/18- 3/31/19 - ADMIN</u>	09/01/2018	86.52	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	10/18		
1860	SENTRY SECURITY MONITORING LLC	14377		<u>MONITORING COMMERCIAL FIRE ALARM AND CELLULAR COMMUNICATOR SERVICE, ALARMS AT CITY HALL, 10/1/18- 3/31/19 - P &amp; Z</u>	09/01/2018	30.90	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1003	9/18		

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1860	SENTRY SECURITY MONITORING LLC	14377		MONITORING COMMERCIAL FIRE ALARM AND CELLULAR COMMUNICATOR SERVICE, ALARMS AT CITY HALL, 10/1/18-3/31/19 - WATER	09/01/2018	80.34	.00	20-6140 MAINT. & REPAIR BUILDING	0	9/18		
1860	SENTRY SECURITY MONITORING LLC	14377		MONITORING COMMERCIAL FIRE ALARM AND CELLULAR COMMUNICATOR SERVICE, ALARMS AT CITY HALL, 10/1/18-3/31/19 - SEWER	09/01/2018	80.34	.00	21-6140 MAINT & REPAIR BUILDING	0	9/18		
1860	SENTRY SECURITY MONITORING LLC	14377		MONITORING COMMERCIAL FIRE ALARM AND CELLULAR COMMUNICATOR SERVICE, ALARMS AT CITY HALL, 10/1/18-3/31/19 - P.I	09/01/2018	30.90	.00	25-6140 MAINT & REPAIR BUILDING	0	9/18		
Total 14377:						309.00	.00					
Total SENTRY SECURITY MONITORING LLC:						309.00	.00					
<b>SHARP ELECTRONICS CORP -LEASE</b>												
1734	SHARP ELECTRONICS CORP - LEASE	5005215092		COPIER LEASE, SHARP MODEL #MX2615N - TREATMENT PLANT, 9/1-9/31/18 - PARKS	09/05/2018	17.33	.00	01-6212 RENT-EQUIPMENT	1004	9/18		
1734	SHARP ELECTRONICS CORP - LEASE	5005215092		COPIER LEASE, SHARP MODEL #MX2615N - TREATMENT PLANT, 9/1-9/31/18 - WATER	09/05/2018	27.92	.00	20-6212 RENT - EQUIPMENT	0	9/18		
1734	SHARP ELECTRONICS CORP - LEASE	5005215092		COPIER LEASE, SHARP MODEL #MX2615N - TREATMENT PLANT, 9/1-9/31/18 - SEWER	09/05/2018	34.65	.00	21-6212 RENT-EQUIPMENT	0	9/18		
1734	SHARP ELECTRONICS CORP - LEASE	5005215092		COPIER LEASE, SHARP MODEL #MX2615N - TREATMENT PLANT, 9/1-9/31/18 - P.I	09/05/2018	16.36	.00	25-6212 RENT - EQUIPMENT	0	9/18		
Total 5005215092:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					
<b>SPECIALTY PLASTICS &amp; FABRICATI, INC.</b>												



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				BEVERAGE CUPS, C.OSWALD, SEPT.'18	09/18/2018	22.99	.00	21-6165 OFFICE SUPPLIES	0	9/18		
992	TREASURE VALLEY COFFEE	2160:05766950	7565	3 EA. 5-GALLON BOTTLES OF WATER, 4 EA. CANISTERS SUGAR, 1 WATER COOLER RENTAL, 1 BOX HOT CHOCOLATE PACKETS, 4 SLEEVES HOT/COLD BEVERAGE CUPS, C.OSWALD, SEPT.'18	09/18/2018	8.76	.00	25-6165 OFFICE SUPPLIES	0	9/18		
Total 2160:05766950:						54.74	.00					
Total TREASURE VALLEY COFFEE:						158.39	.00					
<b>U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)</b>												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	366804698		COPIER CONTRACT #500- 0519539-000 - RICOH COPIERS MODEL #MPC4504EX - SERIAL #C737M540938 & C737M540155. CITY HALL, SEPT.'18	09/17/2018	115.60	.00	01-6212 RENT- EQUIPMENT	0	9/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	366804698		COPIER CONTRACT #500- 0519539-000 - RICOH COPIERS MODEL #MPC4504EX - SERIAL #C737M540938 & C737M540155. CITY HALL, SEPT.'18	09/17/2018	41.29	.00	01-6212 RENT- EQUIPMENT	1003	9/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	366804698		COPIER CONTRACT #500- 0519539-000 - RICOH COPIERS MODEL #MPC4504EX - SERIAL #C737M540938 & C737M540155. CITY HALL, SEPT.'18	09/17/2018	107.34	.00	20-6212 RENT - EQUIPMENT	0	9/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	366804698		COPIER CONTRACT #500- 0519539-000 - RICOH COPIERS MODEL #MPC4504EX - SERIAL #C737M540938 & C737M540155. CITY HALL, SEPT.'18	09/17/2018	107.34	.00	21-6212 RENT- EQUIPMENT	0	9/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	366804698		COPIER CONTRACT #500- 0519539-000 - RICOH COPIERS MODEL #MPC4504EX - SERIAL #C737M540938 & C737M540155. CITY HALL, SEPT.'18	09/17/2018	41.28	.00	25-6212 RENT - EQUIPMENT	0	9/18		

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Total 366804698:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	673962		1 EA. REPLACEMENT CHLORINE POCKET COLORIMETER, D.CROSSLEY, SEPT.'18	09/05/2018	489.02	.00	20-6150 M & R - SYSTEM	0	9/18		
Total 673962:						489.02	.00					
Total USA BLUE BOOK:						489.02	.00					
<b>UTILITY REFUND #6</b>												
1951	UTILITY REFUND #6	165020.02		ROBERT AMIDON, 1212 N CAMBRICK DR - UTILITY REFUND	09/19/2018	97.10	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 165020.02:						97.10	.00					
1951	UTILITY REFUND #6	165075.02		BRIAN CRESPIN, 1038 N CAMBRICK DR - UTILITY REFUND	09/19/2018	83.45	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 165075.02:						83.45	.00					
1951	UTILITY REFUND #6	181260.02		ROSA BUCZKO, 1381 N ATHERTON AVE - UTILITY REFUND	09/19/2018	73.04	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 181260.02:						73.04	.00					
1951	UTILITY REFUND #6	183960.02		DAVID G MACY, 1710 N CALAVERAS PL - UTILITY REFUND	09/19/2018	93.67	.00	99-1075 Utility Cash Clearing	0	9/18		

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Total 183960.02:						93.67	.00					
1951	UTILITY REFUND #6	221445.01		<u>CBH HOMES, 1104 S RUMNEY AVE - UTILITY REFUND</u>	09/20/2018	104.73	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 221445.01:						104.73	.00					
1951	UTILITY REFUND #6	221725.02		<u>DOROTHY J MCPHERSON, 935 S THREAVE AVE - UTILITY REFUND</u>	09/19/2018	11.06	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 221725.02:						11.06	.00					
1951	UTILITY REFUND #6	240680.01		<u>CBH HOMES, 812 E ENSOLARADO ST - UTILITY REFUND</u>	09/20/2018	172.36	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 240680.01:						172.36	.00					
1951	UTILITY REFUND #6	261065.02		<u>SCOTT MCINTOSH, 2770 W MARIBIN DR - UTILITY REFUND</u>	09/19/2018	156.87	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 261065.02:						156.87	.00					
1951	UTILITY REFUND #6	264180.03		<u>DAVID TONER, 1716 N BLUSH AVE - UTILITY REFUND</u>	09/19/2018	76.87	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 264180.03:						76.87	.00					
1951	UTILITY REFUND #6	265100.02		<u>JOANNE LUDWIG, 2198 W BEIGE CT - UTILITY REFUND</u>	09/20/2018	83.85	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 265100.02:						83.85	.00					
1951	UTILITY REFUND #6	268002.01A		<u>CBH HOMES, 1785 N THISTLE DR - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		

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Total 268002.01A:						48.32	.00					
1951	UTILITY REFUND #6	268004.01A		<u>CBH HOMES, 1801 N THISTLE DR - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 268004.01A:						48.32	.00					
1951	UTILITY REFUND #6	274755.02B		<u>KIMBERLY CLARK, 2832 W STAYMAN WAY - UTILITY REFUND</u>	09/20/2018	71.18	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 274755.02B:						71.18	.00					
1951	UTILITY REFUND #6	277028.01		<u>CBH HOMES, 2401 N IDITAROD WAY - UTILITY REFUND</u>	09/19/2018	63.75	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277028.01:						63.75	.00					
1951	UTILITY REFUND #6	277039.01A		<u>CBH HOMES, 2642 IDITAROD WAY - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277039.01A:						48.32	.00					
1951	UTILITY REFUND #6	277321.01		<u>CBH HOMES, 2087 N BLUEBLOSSOM WAY - UTILITY REFUND</u>	09/20/2018	54.19	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277321.01:						54.19	.00					
1951	UTILITY REFUND #6	277324.01		<u>CBH HOMES, 379 W SCREECH OWL DR - UTILITY REFUND</u>	09/20/2018	54.05	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 277324.01:						54.05	.00					
1951	UTILITY REFUND #6	2777330.01A		<u>CBH HOMES, 271 W SCREECH OWL DR - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		

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Total 2777330.01A:						48.32	.00					
1951	UTILITY REFUND #6	278122.01A		<u>CBH HOMES, 3093 W PEAR APPLE ST - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 278122.01A:						48.32	.00					
1951	UTILITY REFUND #6	278123.01		<u>CBH HOMES, 3077 W PEAR APPLE ST - UTILITY REFUND</u>	09/19/2018	105.63	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 278123.01:						105.63	.00					
1951	UTILITY REFUND #6	278130.01A		<u>CBH HOMES, 3072 W PEAR APPLE ST - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 278130.01A:						48.32	.00					
1951	UTILITY REFUND #6	291003.01		<u>CBH HOMES, 3321 W DEVOTION DR - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 291003.01:						48.32	.00					
1951	UTILITY REFUND #6	291008.01		<u>CBH HOMES, 6929 S NORDEAN AVE - UTILITY REFUND</u>	09/20/2018	63.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 291008.01:						63.32	.00					
1951	UTILITY REFUND #6	291036.01		<u>CBH HOMES, 6788 S DONAWAY AVE - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 291036.01:						48.32	.00					
1951	UTILITY REFUND #6	291045.01		<u>CBH HOMES, 7004 S DONAWAY AVE - UTILITY REFUND</u>	09/20/2018	52.44	.00	99-1075 Utility Cash Clearing	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 291045.01:						52.44	.00					
1951	UTILITY REFUND #6	291047.01		<u>CBH HOMES, 6736 S DONAWAY AVE - UTILITY REFUND</u>	09/20/2018	48.32	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 291047.01:						48.32	.00					
1951	UTILITY REFUND #6	310332.01		<u>TOLL BROS, 9370 S ORENBURG AVE - UTILITY REFUND</u>	09/19/2018	4.53	.00	99-1075 Utility Cash Clearing	0	9/18		
Total 310332.01:						4.53	.00					
1951	UTILITY REFUND #6	90205.01		<u>ACHD, N STRIKE WAY - UTILITY REFUND</u>	09/14/2018	80.00	80.00	99-1075 Utility Cash Clearing	0	9/18	09/14/2018	
Total 90205.01:						80.00	80.00					
Total UTILITY REFUND #6:						1,936.97	80.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9813666192		<u>CELL PHONE SERVICE, 7/29-8/28/18 - ADMIN</u>	08/28/2018	104.59	104.59	01-6255 TELEPHONE	0	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>CELL PHONE SERVICE, 7/29-8/28/18 - PARKS</u>	08/28/2018	402.29	402.29	01-6255 TELEPHONE	1004	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>CELL PHONE SERVICE, 7/29-8/28/18 - BUILDING INSPECTION</u>	08/28/2018	53.64	53.64	01-6255 TELEPHONE	1005	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>CELL PHONE SERVICE, 7/29-8/28/18 - WATER</u>	08/28/2018	331.84	331.84	20-6255 TELEPHONE EXPENSE	0	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>CELL PHONE SERVICE, 7/29-8/28/18 - SEWER</u>	08/28/2018	358.66	358.66	21-6255 TELEPHONE EXPENSE	0	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>CELL PHONE SERVICE, 7/29-8/28/18 - P.I</u>	08/28/2018	89.93	89.93	25-6255 TELEPHONE EXPENSE	0	8/18	09/18/2018	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9813666192		<u>CELL PHONE SERVICE, 7/29-8/28/18 - ECONOMIC DEVELOPMENT</u>	08/28/2018	44.71	44.71	<u>01-6255 TELEPHONE</u>	4000	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>EQUIPMENT BILL INCENTIVE, CREDIT - ADMIN</u>	08/28/2018	-94.00	-94.00	<u>01-6255 TELEPHONE</u>	0	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>EQUIPMENT BILL INCENTIVE, CREDIT - WATER</u>	08/28/2018	-2.40	-2.40	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>EQUIPMENT BILL INCENTIVE, CREDIT - SEWER</u>	08/28/2018	-2.40	-2.40	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/18	09/18/2018	
1575	VERIZON WIRELESS	9813666192		<u>EQUIPMENT BILL INCENTIVE, CREDIT - P.I</u>	08/28/2018	-1.20	-1.20	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/18	09/18/2018	
Total 9813666192:						1,285.66	1,285.66					
Total VERIZON WIRELESS:						1,285.66	1,285.66					
<b>W.W. GRAINGER</b>												
162	W.W. GRAINGER	9906197109	7560	<u>3 EA. ELECTRIC ACTUATORS, T.SHAFFER, SEPT.'18</u>	09/14/2018	1,271.25	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	9/18		
Total 9906197109:						1,271.25	.00					
Total W.W. GRAINGER:						1,271.25	.00					
<b>WESTERN BUILDING MAINTENANCE, INC.</b>												
1499	WESTERN BUILDING MAINTENANCE, INC.	0111375-IN		<u>JANITORIAL SERVICES FOR SEPTEMBER 2018 - CITY HALL - ADMIN</u>	09/26/2018	120.40	.00	<u>01-6025 JANITORIAL</u>	0	9/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111375-IN		<u>JANITORIAL SERVICES FOR SEPTEMBER 2018 - CITY HALL - P &amp; Z</u>	09/26/2018	43.00	.00	<u>01-6025 JANITORIAL</u>	1003	9/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111375-IN		<u>JANITORIAL SERVICES FOR SEPTEMBER 2018 - CITY HALL - WATER</u>	09/26/2018	111.80	.00	<u>20-6025 JANITORIAL</u>	0	9/18		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1499	WESTERN BUILDING MAINTENANCE, INC.	0111375-IN		<u>JANITORIAL SERVICES FOR SEPTEMBER 2018 - CITY HALL - SEWER</u>	09/26/2018	111.80	.00	<u>21-6025 JANITORIAL</u>	0	9/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111375-IN		<u>JANITORIAL SERVICES FOR SEPTEMBER 2018 - CITY HALL - P.I</u>	09/26/2018	43.00	.00	<u>25-6025 JANITORIAL</u>	0	9/18		
Total 0111375-IN:						430.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0111376-IN		<u>JANITORIAL SERVICES FOR SEPTEMBER 2018 - CITY HALL - WATER</u>	09/26/2018	31.50	.00	<u>20-6025 JANITORIAL</u>	0	9/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111376-IN		<u>JANITORIAL SERVICES FOR SEPTEMBER 2018 - CITY HALL - SEWER</u>	09/26/2018	31.50	.00	<u>21-6025 JANITORIAL</u>	0	9/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111376-IN		<u>JANITORIAL SERVICES FOR SEPTEMBER 2018 - CITY HALL - P.I</u>	09/26/2018	12.00	.00	<u>25-6025 JANITORIAL</u>	0	9/18		
Total 0111376-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						505.00	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN000767646		<u>MAINTENANCE ON GENERATOR AT TEN MILE LIFT STATION, T.FLEMING, SEPT.'18</u>	09/17/2018	1,293.48	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/18		
Total IN000767646:						1,293.48	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000767651		<u>MAINTENANCE ON GENERATOR AT DANSKIN WELL, C.DEYOUNG, SEPT.'18</u>	09/17/2018	1,057.81	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/18		
Total IN000767651:						1,057.81	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000767652		<u>MAINTENANCE ON GENERATOR AT CEDAR WELL, C.DEYOUNG, SEPT.'18</u>	09/17/2018	1,342.11	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/18		

City of Kuna

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Report dates: 9/14/2018-9/27/2018

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total IN000767652:						1,342.11	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000767700		<u>MAINTENANCE ON GENERATOR AT DISCOVERY LIFT STATION, T.FLEMING, SEPT.'18</u>	09/17/2018	622.26	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/18		
Total IN000767700:						622.26	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000767703		<u>MAINTENANCE ON GENERATOR AT WELL #6, C.DEYOUNG, SEPT.'18</u>	09/17/2018	985.71	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/18		
Total IN000767703:						985.71	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000767707		<u>MAINTENANCE ON GENERATOR AT CRIMSON POINT LIFT STATION, T.FLEMING, SEPT.'18</u>	09/17/2018	511.91	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/18		
Total IN000767707:						511.91	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000767711		<u>MAINTENANCE ON GENERATOR AT PATAGONIA LIFT STATION, T.FLEMING, SEPT.'18</u>	09/17/2018	1,268.45	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/18		
Total IN000767711:						1,268.45	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000767714		<u>MAINTENANCE ON GENERATOR AT DANSKIN LIFT STATION, T.FLEMING, SEPT.'18</u>	09/17/2018	1,150.38	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/18		
Total IN000767714:						1,150.38	.00					
Total WESTERN STATES EQUIPMENT CO.:						8,232.11	.00					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 9/14/2018-9/27/2018

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
Grand Totals:						<u>256,825.99</u>	<u>124,206.40</u>					

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R77-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING RESOLUTION NO. R36-2018 APPOINTING ONE (1) NEW MEMBER TO THE KUNA ARTS COMMISSION TO PEPLACE ONE (1) MEMBER WHO RESIGNED.**

**WHEREAS**, on November 15, 2016, the City Council for Kuna, Idaho established, by resolution, the Kuna Arts Commission; and

**WHEREAS**, one (1) member has resigned, and the Commission has recommended one (1) person for appointment.

**BE IT HEREBY RESOLVED** by the Acting Mayor and Council of the City of Kuna, Idaho that the following person is appointed to the Kuna Arts Commission:

1. Patrick Bochnak

The Commission now consists of the following persons:

1. Patrick Bochnak
2. Sharon Fisher
3. Diane Kulin
4. Kody Newton
5. Ana Paz
6. DebAnn Rippy
7. Catherine Seamons
8. Cory Tanner
9. Teri Woods
10. Jan Allan Zarr

**PASSED BY THE COUNCIL** of Kuna, Idaho this 2<sup>nd</sup> day of October, 2018.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 2<sup>nd</sup> day of October, 2018.

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

ATTEST:

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

**RESOLUTION NO. R78-2018  
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 SHERIFF'S COMMUNITY SERVICE (SCS) WORKERS 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 Sheriff's Community Service (SCS) Workers 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 as attached hereto and made a part hereof, as **Exhibit A**.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 2<sup>nd</sup> day of October, 2018.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 2<sup>nd</sup> day of October, 2018.

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

ATTEST:

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

AGREEMENT NO. \_\_\_\_\_

**AGREEMENT FOR USE OF  
SHERIFF'S COMMUNITY SERVICE (SCS) WORKERS**

This AGREEMENT is entered into by and between the Ada County, a duly formed and existing county pursuant to the laws and constitution of the State of Idaho (County), and \_\_\_\_\_ (Agency).

**WHEREAS**, the County operates the SCS program in which offenders perform community service for non-profit organizations within the boundaries of Ada and Canyon Counties;

**WHEREAS**, the Agency desires to utilize SCS workers to accomplish certain community service activities, as more thoroughly described below;

**WHEREAS**, both parties agree that utilization of SCS workers is a constructive means of working towards the betterment, welfare and beautification of the community while maximizing tax dollars.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. General Agency Information:**

Agency Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

**2. Term and Termination:**

a. The term of this Agreement shall begin on the date of execution and shall extend through September 30, 2019. The Agreement shall be subject to annual renewals upon the written mutual consent of the parties, with each renewal period to begin on October 1 and continue through September 30 of the following calendar year.

b. Each party has a right to terminate the Agreement upon no fewer than thirty (30) days' written notice.

**3. Agency Responsibilities:** During the term of this Agreement, the Agency shall be responsible for the following:

- a. Coordinating the use of SCS workers with the Ada County Sheriff's Office Alternative Sentencing Case Management staff.
- b. Providing the Ada County Sheriff's Office with an inclusion and exclusion list along with a scope of services to be provided by each community service worker along with the current capacity of the program.
- c. Maintaining communication with the designated SCS liaison on a regular basis.
- d. Providing all training on safety rules, participation regulations and equipment usage to all SCS workers as necessary, and upon request by the County, providing reasonable documentation that such training has been completed. At a minimum, Agency or the work site must provide the following safety equipment (if applicable to the type of work performed): eye protection, ear protection, face protection, gloves, and all other items reasonable necessary to maintain and comply with safety guidelines. SCS workers are not to perform any labor tasks involving the direct use of heavy machinery including, but not limited to:
  - Forklifts;
  - Wood chippers;
  - Trash compactors; or
  - Construction equipment.

All SCS labor is to be performed on the ground. SCS workers are not permitted to complete any labor above ground level through the use of a ladder, scissor lift or lift basket.

- e. Immediately contacting the Ada County Sheriff's Office if any SCS participant causes disruption, fails to cooperate, or leaves the work site without permission.
- f. Immediately reporting all injuries to the Ada County Sheriff's Office both vocally and in writing, in a form to be provided to the SCS worker and the Agency by the County.
- g. All SCS workers are to remain on location at the Agency at all times during their scheduled shift, unless given the express prior consent of the County to do otherwise.
- h. Attending regularly scheduled safety briefings hosted by the Ada County Sheriff's Office along with the Ada County Risk Management Division.
- i. Accurately recording and tracking the SCS hours served by the SCS worker on the County-issued timesheet. The Agency shall ensure that the SCS worker is signed in and out by a designated employee each time they report to serve their SCS.
- j. Providing updated signature cards to the SCS liaison prior to a new SCS supervisor signing off on SCS workers' timesheets.

- k. Providing a safe work environment in accordance with applicable laws that is free from harassment, criminal activity, discrimination, etc.
- l. Creating and maintaining a formal, written complaint process for SCS workers. Agency shall submit any such written complaints to the Ada County Sheriff's Office immediately.
- m. Ensuring that Agency personnel have no personal relationships with SCS workers. In the event any Agency personnel knows a SCS worker other than in the capacity of SCS work performed hereunder, Agency shall immediately notify the Ada County Sheriff's Office of the nature of the relationship in writing.

**4. County Responsibilities:** During the term of this Agreement, the County shall be responsible for the following:

- a. As available, providing SCS workers to Agency on an as needed basis. SCS workers assigned to the Agency will be screened accordingly to the Agency's inclusion and exclusion criteria and capable of performing basic manual labor activities.
- b. Providing supervisory, policy and security information to the Agency personnel who work with the SCS workers, as requested.
- c. Providing workers' compensation insurance for each SCS worker.
- d. Responding "on-site" as requested by the Agency to address SCS worker issues, handle uncooperative SCS workers or otherwise assist the Agency with controlling and managing SCS workers.

**5. Other Terms and Conditions:**

- a. Workers' compensation premiums are based on experience ratings. In an effort to minimize expense related to workers' compensation claims, the Agency and County shall conduct a quarterly review of workers' compensation claims received the County that are directly related to the Agency's use of SCS workers. If the incurred claims cost attributable to SCS laborers assigned to the Agency exceed the annual premium of the County (as determined by Ada County Risk Management), the County will advise the Agency of such increase and the Agency will be offered the option to:
  - i. cease use of SCS workers immediately; or
  - ii. pay a fee set by the County to reimburse the County of the increased workers' compensation premiums.
- b. In an effort to proactively address safety issues, the County and the Agency will conduct, at a minimum, annual reviews for the type of work to be performed by SCS workers while working for the Agency. This review is designed to assess risk, safety concerns, and to review the Agency's lost prevention efforts. Loss prevention efforts will include, but are not limited to, a review of the following: job site visits, review/inspection of tools

and safety gear utilized by SCS workers, review of all safety training and instruction provided by the Agency, claims experience for the Agency, accident reviews for the Agency and review of all documentation of all loss prevention efforts undertaken or extended by the Agency.

- c. **Indemnification (County).** County shall defend, indemnify, and hold Agency, its officers, agents, and employees harmless for injuries to persons or property resulting from the wrongful acts of County, its officers, agents or employees in performing the duties described in this Agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, County itself could be liable under state and federal statutes, regulations, common law, and other law. County's indemnification and defense of Agency herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which County would be entitled if the claims were asserted against County.
- d. **Indemnification (Agency).** Agency shall defend, indemnify, and hold the County, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Agency, its officers, agents or employees. In the event County is alleged to be liable on account of any activities, acts, or omissions of Agency, its officers, agents or employees, then Agency shall defend such allegations through counsel chosen by County and Agency shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and defense shall be limited to only those claims, and only to the extent that, Agency itself could be liable under state and federal statutes, regulations, common law, and other law.
- e. **Independent Contractor.** Agency is, and shall perform this Agreement as, an independent contractor and, as such, shall have and maintain complete control over all its employees and operations, except as otherwise provided herein. Neither Agency, nor anyone employed by it, shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. As an independent contractor, Agency shall be solely responsible for payment of wages, all federal and state withholding taxes, liability insurance, and such compensation insurance and such other obligations as are the legal responsibility of an employer.
- f. **Modification.** Except as may otherwise be provided herein, provisions of this Agreement may be modified, amended or waived only by a written document specifically identifying this Agreement and signed by an authorized representative of each party.

- g. **Waiver.** The failure of either party at any time to require performance by the other of any provision and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach, a waiver of the provision itself, or a waiver of any right under this Agreement.
- h. **Costs and Fees.** If either party brings any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, use of the Premises, or enforcement of the terms hereof, the prevailing party shall be entitled to recover any and all reasonable court costs and attorney’s fees.
- i. **Survival.** All covenants, conditions, indemnifications and other elements in this Agreement which may involve performance subsequent to any termination or expiration of this Agreement or which cannot be reasonably ascertained or fully-performed until after termination or expiration of this Agreement shall survive.
- j. **Notices.** All notices required to be given hereunder shall be in writing and shall be deemed delivered immediately if hand-delivered and 48 hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below, or at such other addresses as the parties may from time to time notify the other in writing.

County:

DeLanie Valentine  
7180 Barrister Drive  
Boise, ID 83704

Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- k. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.
- l. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and all other agreements, whether oral or written, relative to SCS workers/ services only which are not contained herein are hereby superseded and of no force and effect.
- m. **Signor Authority.** Each individual executing this Contract on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of said entity in accordance with duly adopted organizational documents or Contracts and, if appropriate, a resolution of the entity, and that this Contract is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement to be effective as herein provided.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**Ada County Sheriff's Office**

By: \_\_\_\_\_  
Stephen Bartlett, Sheriff

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Agency**

By: \_\_\_\_\_

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

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



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.kunacity.id.gov](http://www.kunacity.id.gov)  
**Phone:** (208) 577-8794  
**Email:** [bbachman@kunaid.gov](mailto:bbachman@kunaid.gov)

Bob Bachman, BOC 1, IBC  
Public Works Director  
City of Kuna

## MEMORANDUM

**To:** Mayor and Council  
**From:** Bob Bachman - Public Works Director  
**RE:** Replacing Cleaning Service Company  
**Date:** September 27, 2018

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Mayor and Council,

This is a request for approval to replace our current cleaning provider with Strictly Clean LLC.

Strictly Clean LLC is a Kuna business with a glowing written reference from Saint Alphonsus Neighborhood Hospitals. In addition, background checks and drug screens are performed on all employees they hire. They have the proper licensing and bonding required to do business with. We are keeping the same cleaning schedule at the three facilities (City Hall, Senior Center and NWWTP), just changing the provider. All budgetary adjustments have been made to make this change.

I have spoken to many staff and they are ready for a new change in our cleaning service.

Please let me know if you have any questions.

Thank you,

Bob Bachman

**RESOLUTION NO. R79-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SERVICE AGREEMENT WITH STRICTLY CLEAN LLC TO REPLACE THE EXISTING SERVICES WHERE THE CITY FACILITIES RECEIVE CLEANING SERVICES TO THE SENIOR CENTER, CITY HALL AND THE NORTH WASTEWATER TREATMENT PLANT.**

**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 Strictly Clean LLC service agreement to replace the existing services where the City facilities receive cleaning services to the Senior Center, City Hall and the North Wastewater Treatment Plant, pursuant to the terms of the agreement, as attached as **Exhibit A**.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 2<sup>nd</sup> day of October, 2018.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 2<sup>nd</sup> day of October, 2018.

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

## COMMERCIAL CLEANING SERVICES AGREEMENT

This Commercial Cleaning Services Agreement (this "Agreement") is made on \_\_\_\_\_ by and between Strickly Clean LLC., an Idaho corporation ("Strickly clean LLC"), and city of Kuna ("Client").

### RECITALS:

- A. Strickly Clean is in the business of providing commercial cleaning services to businesses in the State of Idaho.
- B. Client wishes to engage Strickly Clean LLC to provide such services, and Strickly Clean LLC wishes to provide such services, at Client's building located at (the "Area to be Serviced"), on the terms and conditions set forth in this Agreement.

### AGREEMENT:

Therefore, the parties hereby agree as follows:

1. **SERVICES.** On the terms and conditions contained in this Agreement, Strickly Clean LLC will perform for Client the services described on the Task Schedule attached as Exhibit 1 (the "Services") at the Area to be Serviced. If any material changes are made to the furnishings, flooring, wall or ceiling surfaces of the Area to be Serviced after the date of this Agreement, then the parties will specify any corresponding changes in the Services to be performed and the compensation to be paid to Strickly Clean LLC under this Agreement in a Change Order in the form attached as Exhibit 2; and the parties will sign the Change Order and attach it as an addendum to this Agreement.
2. **COMPENSATION.** Client will pay Strickly Clean LLC for Services rendered under this Agreement at the rate of \$ \_\_\_\_\_ per calendar month. The billing and payment terms will be as follows:
  - City Hall** 2X per week \$560
  - Senior center** 2x per week \$446
  - Sewer** 2x per month \$120
  - 2.1 **First Invoice.** Strickly Clean LLC will issue its first invoice for Services to Client on the first day that Services are rendered under this Agreement. That first invoice will be due and payable within 30 days after the invoice date. If the term of this Agreement commences on any day other than the first day of the month, the first invoice will be prorated accordingly.
  - 2.2 **Subsequent Invoices.** Strickly Clean LLC will issue all subsequent invoices to Client at the beginning of each month for the Services to be performed that month; and all such invoices will be due and payable by the end of the month in which the invoice is issued.
  - 2.3 **Late Payment.** Any monthly invoice not paid by Client within 30 days of the due date will bear a late charge equal to 10% of the amount due (compounding monthly) until Client pays the balance due in full. In addition, Strickly Clean LLC may, in its discretion, cease performing Services for Client in this event (upon notice to Client) until Client

either pays all invoices due in full or makes payment arrangements satisfactory to Strickly Clean LLC.

3. **RELATIONSHIP OF THE PARTIES.** Strickly Clean LLC will be an independent contractor of Client. Accordingly, Strickly Clean LLC will be free from direction and control over the means and manner of providing the Services, subject only to Client's right to specify the desired results. Strickly Clean LLC will have the authority to hire other persons to provide or assist in providing the Services, and will have the authority to fire those persons. Strickly Clean LLC will be responsible for paying all taxes arising out of the performance of Services by Strickly Clean LLC personnel, including, but not limited to, income, social security, workers' compensation, and unemployment taxes. Strickly Clean LLC will also be solely responsible for the direct supervision of its personnel.
4. **WARRANTY.** Strickly Clean LLC warrants to Client that the Services will be performed by qualified personnel, in a professional manner, in conformity with standard industry cleaning methods, in addition to any specifications set forth in Exhibit 1.
5. **NONSOLICITATION.** In consideration of the Services performed by Strickly Clean LLC under this Agreement, Client will not, directly or indirectly, solicit or hire any person employed by Strickly Clean LLC, either during the term of this Agreement or for a period of 120 days after termination of this Agreement.
6. **CONFIDENTIALITY.** In the course of performing Services under this Agreement, Strickly Clean LLC acknowledges that it may come into contact with information considered by Client to be of a confidential nature. Strickly Clean LLC will keep confidential, and will require its personnel to keep confidential, all information of Client encountered in the course of performing the Services.
7. **INSURANCE COVERAGE; LIMITATION OF LIABILITY.**
  - 7.1 **Insurance Coverage.** During the term of this Agreement, Strickly Clean LLC will maintain comprehensive liability and will deliver proof of insurance to Client on request
  - 7.2 **Limitation of Liability.** Notwithstanding the foregoing, in no event will Strickly Clean LLC be liable to Client for indirect, special, incidental, consequential, or punitive damages arising out of the Services performed under this Agreement.
8. **TERM; TERMINATION.** The term of this Agreement will begin on the date it is fully signed. Either party may terminate this Agreement at any time, for any reason or no reason, by giving 30 days' written notice to the other party. Upon termination, Client will pay Strickly Clean LLC for all Services rendered up to and including the date of termination.
9. **MISCELLANEOUS PROVISIONS.**
  - 9.1 **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed effectively given: (a) on personal delivery to the party to be notified; (b) two days after mailing by certified mail, return receipt requested; (c) one day after deposit with an overnight delivery service with confirmation requested; or (d) when transmitted by fax, with confirmed transmission; in any event addressed to the parties at the addresses listed below their respective signatures, or such other address as a party

may indicate by 10 days advance written notice.

- 9.2 **Attorney Fees.** If any legal proceeding is instituted to interpret or enforce this Agreement, the prevailing party will be entitled to recover its reasonable attorney fees in the proceeding, and on appeal, in addition to the costs and disbursements allowed by law.
- 9.3 **Assignment.** Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be unreasonably withheld.
- 9.4 **Amendments.** This Agreement may be amended only by a written instrument signed by both parties.
- 9.5 **Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 9.6 **Severability.** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, all other provisions will remain in full force and effect.
- 9.7 **Entire Agreement.** This Agreement, including the exhibits attached to this Agreement, constitutes the parties' entire agreement and understanding with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, written or oral, between the parties with respect to such subject matter.

[NAME OF CLIENT]

Strickly Clean LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Jon Strickland

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

President

Address:

Address:

751 W 4<sup>th</sup> st.

1386 W Wheat Street

Kuna Id. 83634

Kuna Id. 83634



## City of Kuna

### City Council Memo

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

To: **Kuna City Council**

Case Number: 18-14-FP (Final Plat) -  
Greyhawk Subdivision No. 8

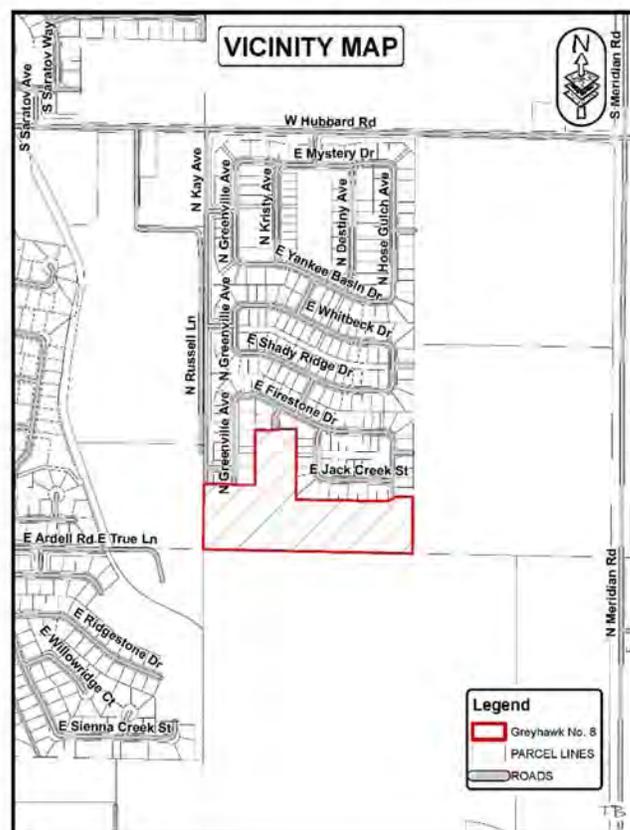
Location: 2,200 feet South of Hubbard  
Road/East of Kay Avenue,  
Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Meeting Date: October 2, 2018

Owner: Greyhawk HDP, LLC  
701 S. Allen St., Ste. 104  
Meridian, ID 83642  
208.695.2000  
[Marmuth@hubblehomes.com](mailto:Marmuth@hubblehomes.com)

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



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

1. The applicant is requesting Final Plat approval for Greyhawk Subdivision No. 8 which has forty-five (45) residential building lots and four (4) common lots on a total of approximately 8.62 acres (Ada County Assessor Parcel No. S1313131750).
2. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for the Greyhawk Subdivision No. 8. The proposed final plat is in substantial conformance with the approved preliminary plat.

#### B. Applicable Standards:

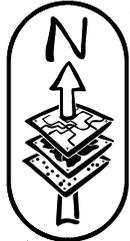
1. Kuna City Code Title 6 Subdivision Regulations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 50, Chapter 13, Plats.

#### C. Staff Analysis:

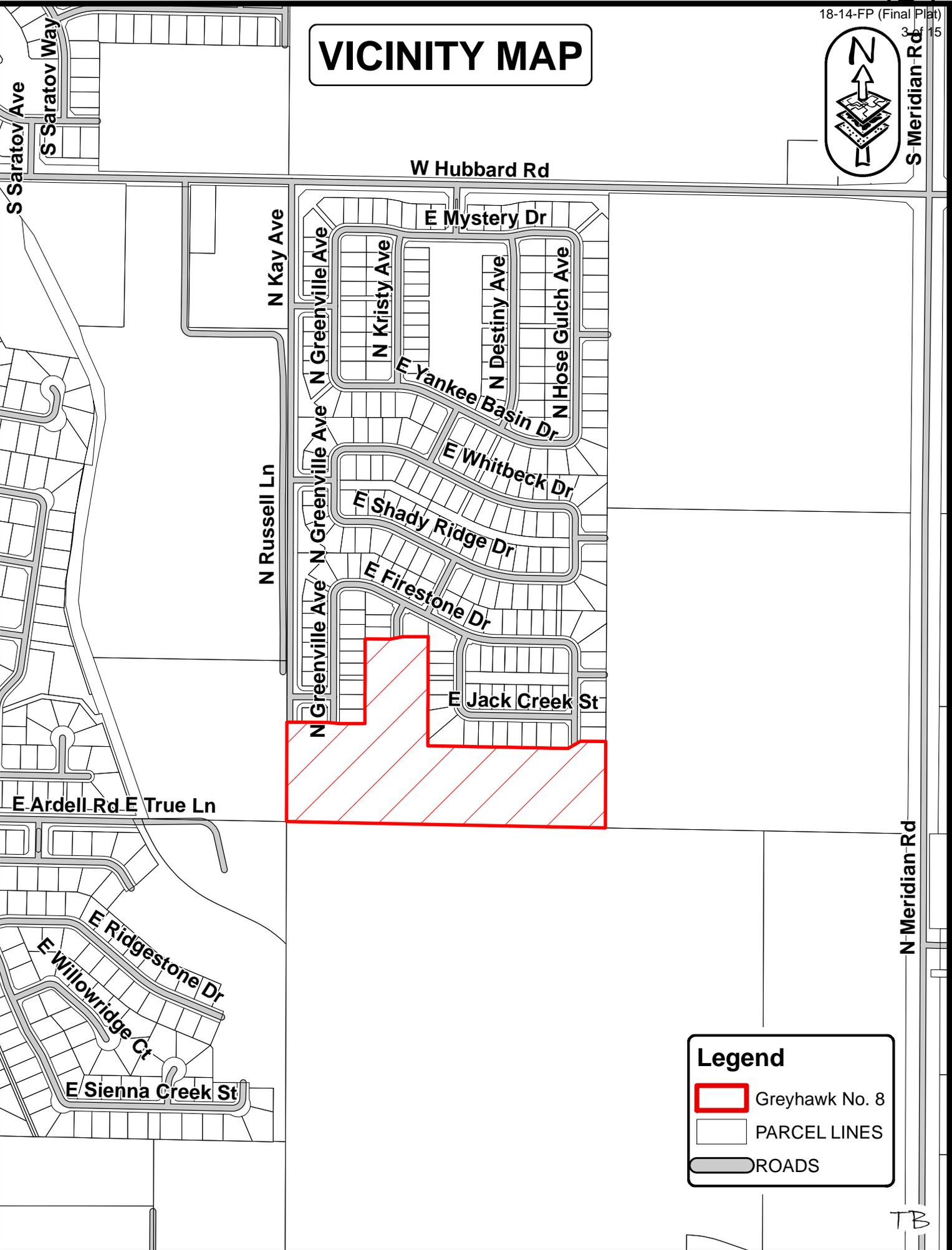
1. Staff has determined that the proposed final plat for the Greyhawk Subdivision No. 8 is in substantial conformance with the approved preliminary plat.
2. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works and P&Z Department staff.

3. Applicant shall follow all staff recommendations in this report, or the public works department memo.
4. Water Rights shall be annexed in to the KMID prior to recordation of the plat.
5. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.

# VICINITY MAP



S Meridian Rd



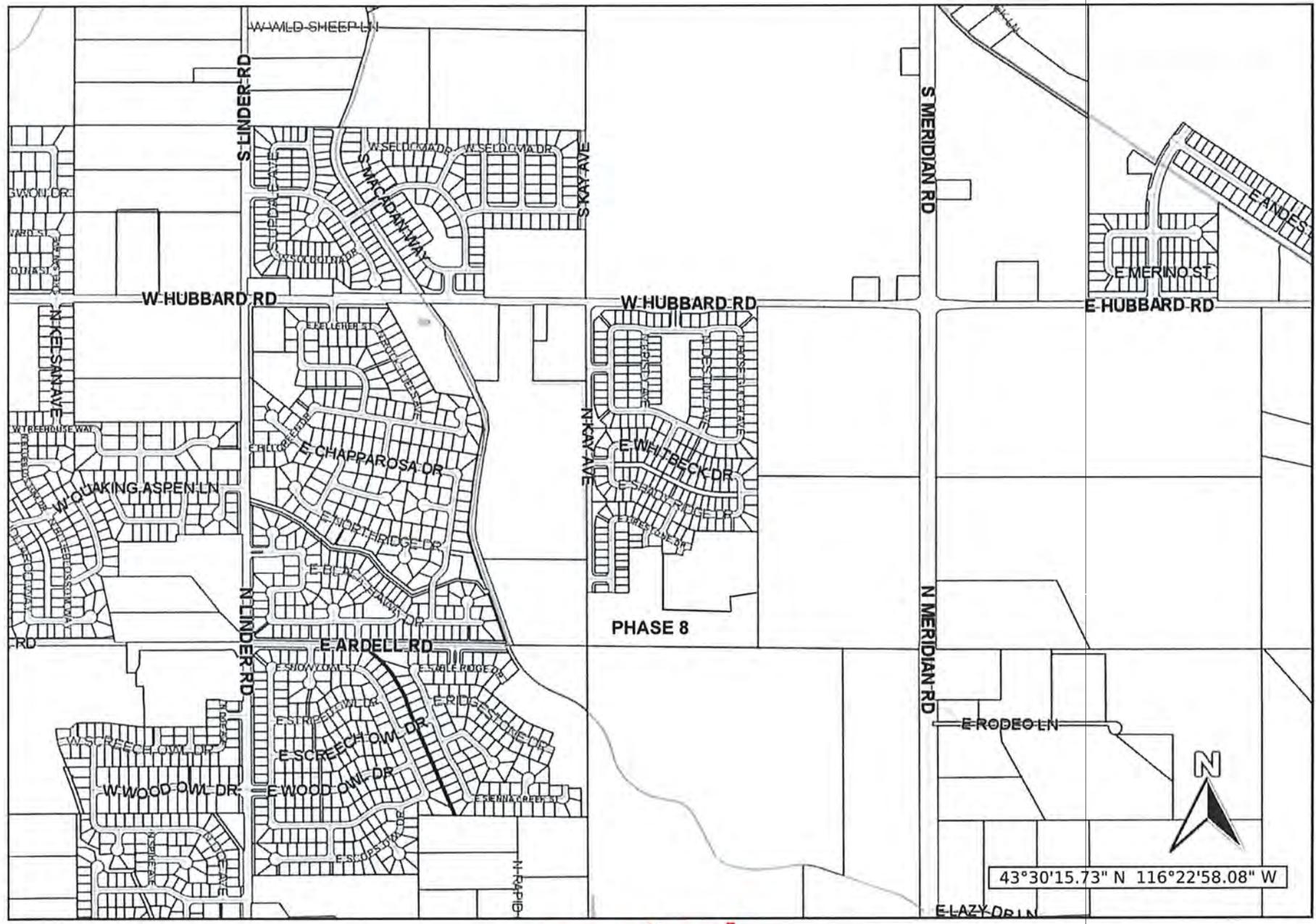
**Legend**

-  Greyhawk No. 8
-  PARCEL LINES
-  ROADS

N Meridian Rd



# VICINITY MAP GRAYHAWK NO 8



Feb 27, 2018 - landproDATA.com  
Scale: 1 inch approx 1000 feet



The materials available at this website are for informational purposes only and do not constitute a legal document.



E. Highway 100



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

### Commission & Council Review Application

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

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

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

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

For Office Use Only	
File Number (s)	18-14-FP
Project name	
Date Received	
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>Greyhawk HDP LLC</u>	Phone Number: <u>208-695-2000</u>
Address: <u>701 S Allen St Ste 104</u>	E-Mail: <u>marmuth@hubblehomes.com</u>
City, State, Zip: <u>Meridian Idaho 83642</u>	Fax #: _____
Applicant (Developer): <u>same as above</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>Kent Brown</u>	Phone Number: <u>871-6842</u>
Address: <u>3161 E Springwood Dr</u>	E-Mail: <u>kentlkb@gmail.com</u>
City, State, Zip: <u>Meridian Idaho 83642</u>	Fax #: _____

#### Subject Property Information

Site Address: _____
Site Location (Cross Streets): <u>Kay Street and Ardell</u>
Parcel Number (s): <u>S1313131680</u>
Section, Township, Range: <u>sec 13 T2n;1w</u>
Property size : <u>13.20acres</u>
Current land use: <u>vacant</u> Proposed land use: <u>Residential</u>
Current zoning district: _____ Proposed zoning district: _____



**Project Description**

Project / subdivision name: <u>Greyhawk No 8</u>
General description of proposed project / request: <u>Final plat approval of the final phase of Greyhawk No 8 which has 53 buildable lots and 4 commons lots</u>
Type of use proposed (check all that apply):
<input checked="" type="checkbox"/> Residential <u>single family</u>
<input type="checkbox"/> Commercial _____
<input type="checkbox"/> Office _____
<input type="checkbox"/> Industrial _____
<input type="checkbox"/> Other _____
Amenities provided with this development (if applicable): _____

**Residential Project Summary (if applicable)**

Are there existing buildings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please describe the existing buildings: _____
Any existing buildings to remain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of residential units: _____ Number of building lots: <u>53</u>
Number of common and/or other lots: <u>4</u>
Type of dwellings proposed:
<input checked="" type="checkbox"/> Single-Family <u>single family</u>
<input type="checkbox"/> Townhouses _____
<input type="checkbox"/> Duplexes _____
<input type="checkbox"/> Multi-Family _____
<input type="checkbox"/> Other _____
Minimum Square footage of structure (s): _____
Gross density (DU/acre-total property): <u>4</u> Net density (DU/acre-excluding roads): <u>5.7</u>
Percentage of open space provided: <u>8%</u> Acreage of open space: <u>1.18ac</u>
Type of open space provided (i.e. landscaping, public, common, etc.): <u>MICRO PATHS AND STREET BUFFERS</u>

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

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

Applicant's Signature: [Signature] Date: 8-10-18

# KENT BROWN PLANNING SERVICES

May 8, 2018

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

**RE: Greyhawk Subdivision No 8 Final Plat Application**

Dear Mayor and Council:

On behalf of Greyhawk Land Company LLC, we are requesting approval of the Final Plat application for the Greyhawk No.8 Subdivision. The site is located at south and east of Greyhawk No 6 & 7 Subdivision on the eastside of Kay Street. The site is 13.20 acres in size, and is currently vacant.

Greyhawk No. 8 is proposed with 57 total lots, consisting of 53 buildable and 4 common. All 53 buildable lots will have single-family homes. The common space will consist of a micro pathways and street buffers. The final plat complies too all the preliminary plat requirements. The proposed construction design has been done to local agency and general engineering practices.

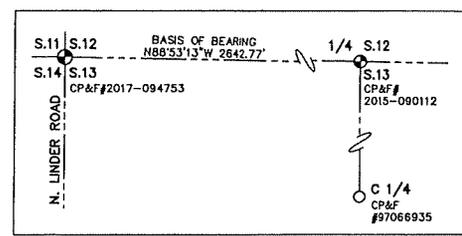
If you have any questions regarding this or any other of our application for Greyhawk No 8 feel free to contact me.

Sincerely,

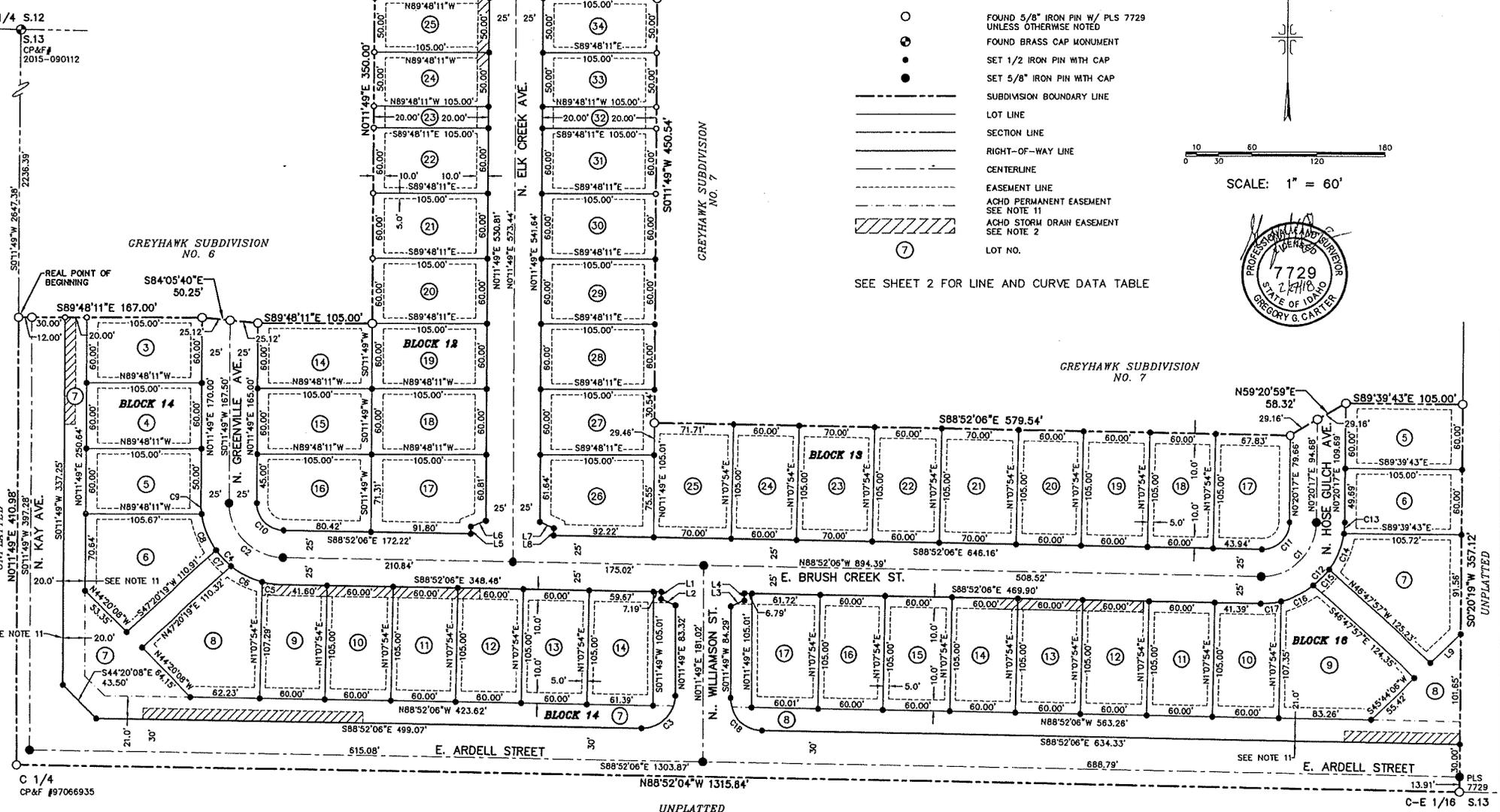


Kent Brown  
Planner

PLAT SHOWING  
**GREYHAWK SUBDIVISION NO. 8**  
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 13,  
T.2N., R.1W., B.M.  
KUNA, ADA COUNTY, IDAHO  
2018



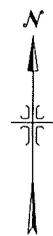
SECTION TIES



LEGEND

- FOUND 1/2" IRON PIN w/ PLS 7729
- FOUND 5/8" IRON PIN w/ PLS 7729 UNLESS OTHERWISE NOTED
- FOUND BRASS CAP MONUMENT
- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE
- ACHD PERMANENT EASEMENT SEE NOTE 11
- ACHD STORM DRAIN EASEMENT SEE NOTE 2
- LOT NO.

SEE SHEET 2 FOR LINE AND CURVE DATA TABLE



SCALE: 1" = 60'



C 1/4  
CP&F #97066935

PLS 7729  
C-E 1/16 S.13

**ISG** IDAHO SURVEY GROUP, LLC  
 1450 E. WATERTOWER ST.  
 SUITE 130  
 MERIDIAN, IDAHO 83642  
 PH. (208) 846-8570  
 FAX (208) 884-8399

# GREYHA WK SUBDIVISION NO. 8

**NOTES:**

1. EXCEPT FOR LOT 23, BLOCK 12, LOT 32, BLOCK 13, LOT 7, BLOCK 14, AND LOT 8, BLOCK 16 THE FOLLOWING EASEMENTS SHALL APPLY. LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE AND ALL REAR LOT LINES SHALL HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT AS SHOWN ON THIS PLAT. EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE AND IRRIGATION EASEMENT AS SHOWN ON THIS PLAT.
2. A PORTION OF LOTS 24-26, BLOCK 12, A PORTION OF LOTS 7 AND 9-12, BLOCK 14 AND A PORTION OF LOTS 8 AND 10-12, BLOCK 16 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015, AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
3. LOT 23, BLOCK 12, LOT 32, BLOCK 13, LOT 7, BLOCK 14, AND LOT 8, BLOCK 16 ARE DESIGNATED AS COMMON AREA LOTS AND SHALL BE SUBJECT TO A BLANKET PUBLIC UTILITIES, PROPERTY DRAINAGE AND PRESSURE IRRIGATION EASEMENT. SAID LOTS SHALL BE OWNED AND MAINTAINED BY THE GREYHAWK SOUTH HOMEOWNERS ASSOCIATION, INC. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF KUNA CITY. THE GREYHAWK SOUTH HOMEOWNERS ASSOCIATION, INC. IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS FOR THE COMMON LOTS. IN THE EVENT THE GREYHAWK HOMEOWNER'S ASSOCIATION, INC. FAILS TO PAY THE ASSESSMENTS, EACH RESIDENTIAL LOT WILL BE RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
4. MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
5. IRRIGATION WATER WILL BE PROVIDED BY CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS THROUGH THE NEW YORK IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA SUBJECT TO ORDINANCE 2016-19, ANNEXING THE GREYHAWK SUBDIVISION NO. 7 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. RECORDS OF ADA COUNTY, IDAHO.
6. 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.
7. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL FACILITY OR AN EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
8. GREYHAWK SUBDIVISION IS SUBJECT TO A CITY OF KUNA DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 107102976 AT THE ADA COUNTY RECORDERS OFFICE.
9. ALL LOTS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREYHAWK SOUTH HOMEOWNERS ASSOCIATION, INC. INSTRUMENT NO. 108001929.
10. ACHD TEMPORARY LICENSE AGREEMENT INSTRUMENT NO.
11. EXISTING ACHD PERMANENT EASEMENT INSTRUMENT NO.
12. DIRECT LOT ACCESS TO N. KAY AVENUE IS PROHIBITED.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	50.00	79.23	71.20	N45°44'06"E	90°47'37"
C2	50.00	77.72	70.13	S44°20'08"E	89°03'55"
C3	30.00	47.61	42.77	N45°39'52"E	90°56'05"
C4	75.00	116.59	105.20	S44°20'08"E	89°03'55"
C5	75.00	18.59	18.55	S81°45'56"E	14°12'19"
C6	75.00	31.86	31.62	S62°29'38"E	24°20'22"
C7	75.00	20.06	20.00	S42°39'41"E	15°19'28"
C8	75.00	36.04	35.70	S21°13'54"E	27°32'06"
C9	75.00	10.03	10.02	S3°38'01"E	7°39'40"
C10	25.00	38.86	35.07	S44°20'08"E	89°03'55"
C11	25.00	39.62	35.60	N45°44'06"E	90°47'37"
C12	75.00	118.85	106.80	N45°44'06"E	90°47'37"
C13	75.00	10.34	10.33	N4°17'18"E	7°54'03"
C14	75.00	35.74	35.40	N21°53'20"E	27°17'59"
C15	75.00	20.06	20.00	N43°12'03"E	15°19'28"
C16	75.00	33.90	33.62	N63°48'48"E	25°54'01"
C17	75.00	18.81	18.76	N63°56'51"E	14°22'06"
C18	30.00	46.63	42.08	S44°20'08"E	89°03'55"

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.61	N1°07'54"E
L2	14.16	N65°38'35"W
L3	14.19	S67°54'23"W
L4	6.61	N1°07'54"E
L5	6.61	S0°53'58"W
L6	14.19	N67°54'23"E
L7	14.16	S65°38'35"E
L8	6.61	S1°21'50"W
L9	37.82	S45°44'06"W



**ISG** IDAHO SURVEY GROUP, LLC  
 1450 E. WATERTOWER ST. SUITE 130  
 MERIDIAN, IDAHO 83642  
 PH: (208) 848-8570  
 FAX: (208) 884-5399

# GREYHAWK SUBDIVISION NO. 8

### CERTIFICATE OF OWNERS

Know all men by these presents: That Greyhawk Land Company, LLC, an Idaho Limited Liability Company, is the owner of the property described as follows:

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

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

thence along the West boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858, along the West boundary of Greyhawk Subdivision No. 2, as same is recorded in Book 106 of Plats at Pages 14699-14701, along the West boundary line of Greyhawk Subdivision No. 4, as same is recorded in Book 109 of Plats at Pages 16482-15484, records of Ada County, Idaho, and along the West boundary line of Greyhawk Subdivision No. 6, as same is recorded in Book 112 of Plats at Pages 16292-16294, records of Ada County, Idaho, South 00°11'49" West, 2,236.39 feet to the SW corner of said Greyhawk Subdivision No. 6, said point also being the REAL POINT OF BEGINNING;

thence along the exterior boundary line of said Greyhawk Subdivision No. 6 the following 4 courses and distances:

- thence South 89°48'11" East, 167.00 feet;
- thence South 84°05'40" East, 60.25 feet;
- thence South 89°48'11" East, 105.00 feet;
- thence North 00°11'49" East, 350.00 feet to the SW corner of Lot 3, Block 12 of Greyhawk Subdivision No. 5

as same is recorded in Book 110 of Plats at Pages 15,909 through 15,912, records of Ada County, Idaho;

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

- thence South 89°48'11" East, 105.00 feet;
- thence North 78°53'13" East, 50.99 feet;
- thence South 89°48'11" East, 105.00 feet;

thence continuing along the exterior boundary line of said Greyhawk Subdivision No 5 and along the West boundary line of Greyhawk Subdivision No. 7 as same is recorded in Book of Plats at Pages through records of Ada County, South 00°11'49" West, 450.54 feet to the Southwest corner of said Grayhawk Subdivision No 7;

thence along the southerly boundary line of said Greyhawk Subdivision No 7 the following 3 courses and distances:

- thence South 88°52'06" East, 579.54 feet;
- thence North 59°20'59" East, 58.32 feet;
- thence South 89°39'43" East, 105.00 feet to the SE corner of said Greyhawk Subdivision No. 7, point also being on the East boundary line of SW 1/4 of the NE 1/4 of said Section 13;
- thence along said East boundary line South 00°20'19" West, 357.12 feet to the C-E 1/16 corner of said Section 13;

thence along the South boundary line of SW 1/4 of the NE 1/4 of said Section 13 North 88°52'04" West, 1,315.84 feet to the C1/4 of said Section 13;

thence along the North-South centerline of said Section 13 North 00°11'49" East, 410.98 feet to the REAL POINT OF BEGINNING. Containing 13.20 acres, more or less.

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

Greyhawk Land Company, LLC

E. Don Hubble, Authorized Agent

### CERTIFICATE OF SURVEYOR

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

Gregory G. Carter



P.L.S. No. 7729

### ACKNOWLEDGEMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared E. Don Hubble, known or identified to me to be an authorized agent of Greyhawk Land Company, LLC., the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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

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

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

# GREYHA WK SUBDIVISION NO. 8

### HEALTH CERTIFICATE

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

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

### CERTIFICATE OF COUNTY SURVEYOR

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

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

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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

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

### CERTIFICATE OF COUNTY TREASURER

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

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

### APPROVAL OF CITY ENGINEER

I, the City Engineer in and for the City of Kuna, Ada County, Idaho, hereby approve this plat.

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

### APPROVAL OF CITY COUNCIL

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

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

### COUNTY RECORDER'S CERTIFICATE

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

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

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

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



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

March 13, 2018

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

**RE: Greyhawk No 8 Subdivision Annexation into KMID**

Dear Gentlemen:

I am submitting a request to annex the property hereafter known as Greyhawk Subdivision No 8 into the Kuna Municipal Irrigation District (KMID). The property is generally located south of phases 6 & 7 of Greyhawk Subdivision. The annexation is shown in the attached Exhibit A. My understanding this will pool the water rights for a portion of Ada County tax parcel S1313131680 for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Greyhawk Subdivision No 8 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,



Jim Merkle  
Authorized Agent  
Greyhawk Land Company LLC

**EXHIBIT A****DESCRIPTION FOR  
GREYHAWK SUBDIVISION NO. 8**

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

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

thence along the West boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858, along the West boundary of Greyhawk Subdivision No. 2, as same is recorded in Book 106 of Plats at Pages 14699-14701, along the West boundary line of Greyhawk Subdivision No. 4, as same is recorded in Book 109 of Plats at Pages 15482-15484, records of Ada County, Idaho, and along the West boundary line of Greyhawk Subdivision No. 6, as same is recorded in Book 112 of Plats at Pages 16292-16294, records of Ada County, Idaho, South 00°11'49" West, 2,236.39 feet to the SW corner of said Greyhawk Subdivision No. 6, said point also being the **REAL POINT OF BEGINNING**;

thence along the exterior boundary line of said Greyhawk Subdivision No. 6 the following 4 courses and distances:

thence South 89°48'11" East, 167.00 feet;

thence South 84°05'40" East, 50.25 feet;

thence South 89°48'11" East, 105.00 feet;

thence North 00°11'49" East, 350.00 feet to the SW corner of Lot 3, Block 12 of Greyhawk Subdivision No. 5 as same is recorded in Book 110 of Plats at Pages 15,909 through 15,912, records of Ada County, Idaho;

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

thence South 89°48'11" East, 105.00 feet;

thence North 78°53'13" East, 50.99 feet;

thence South 89°48'11" East, 105.00 feet;

thence continuing along the exterior boundary line of said Greyhawk Subdivision No 5 and along the West boundary line of Greyhawk Subdivision No. 7 as same is recorded in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_, records of Ada County, South 00°11'49" West, 450.54 feet to the Southwest corner of said Grayhawk Subdivision No 7;

thence along the southerly boundary line of said Greyhawk Subdivision No 7 the following 3 courses and distances:

thence South 88°52'06" East, 579.54 feet;

thence North 59°20'59" East, 58.32 feet;

thence South 89°39'43" East, 105.00 feet to the SE corner of said Greyhawk Subdivision No. 7, point also being on the East boundary line of SW 1/4 of the NE 1/4 of said Section 13;

thence along said East boundary line South 00°20'19" West, 357.12 feet to the C-E 1/16 corner of said Section 13;

thence along the South boundary line of SW 1/4 of the NE 1/4 of said Section 13 North 88°52'04" West, 1,315.84 feet to the C1/4 of said Section 13;

thence along the North-South centerline of said Section 13 North 00°11'49" East, 410.98 feet to the **REAL POINT OF BEGINNING**. Containing 13.20 acres, more or less.





# 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.

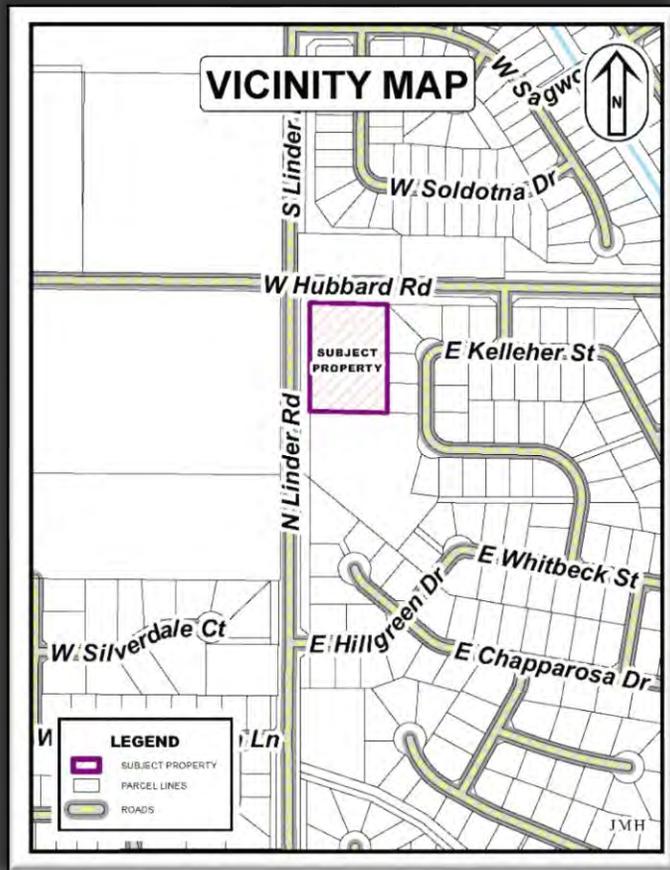
**Planner:** Jace Hellman, Planner II

**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](mailto:jsuggs@whpacific.com)



**Table of Contents:**

- A. Course Proceedings
- 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.

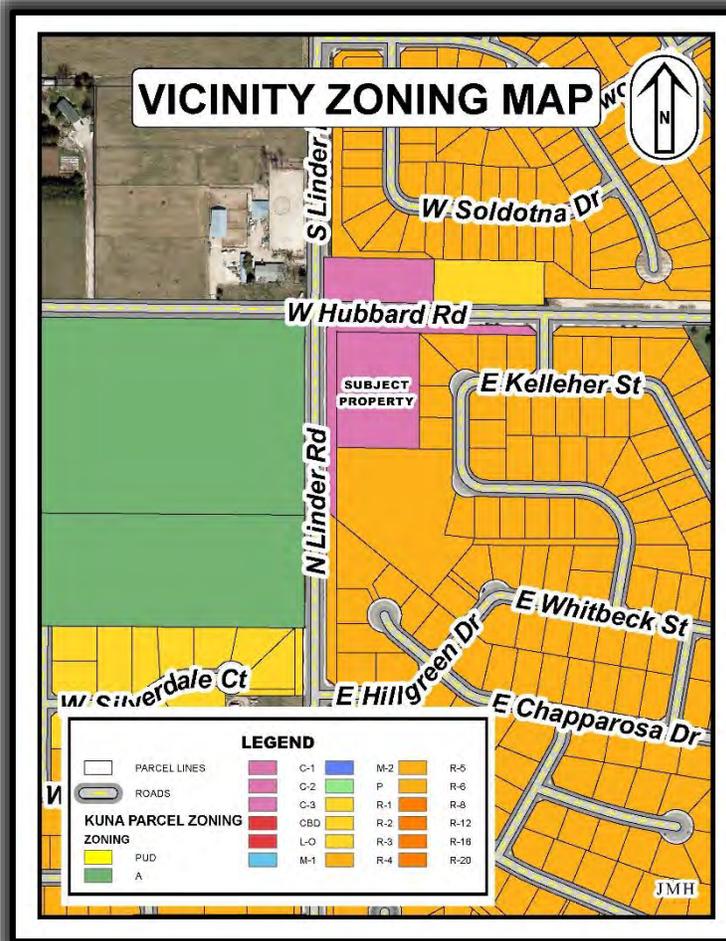
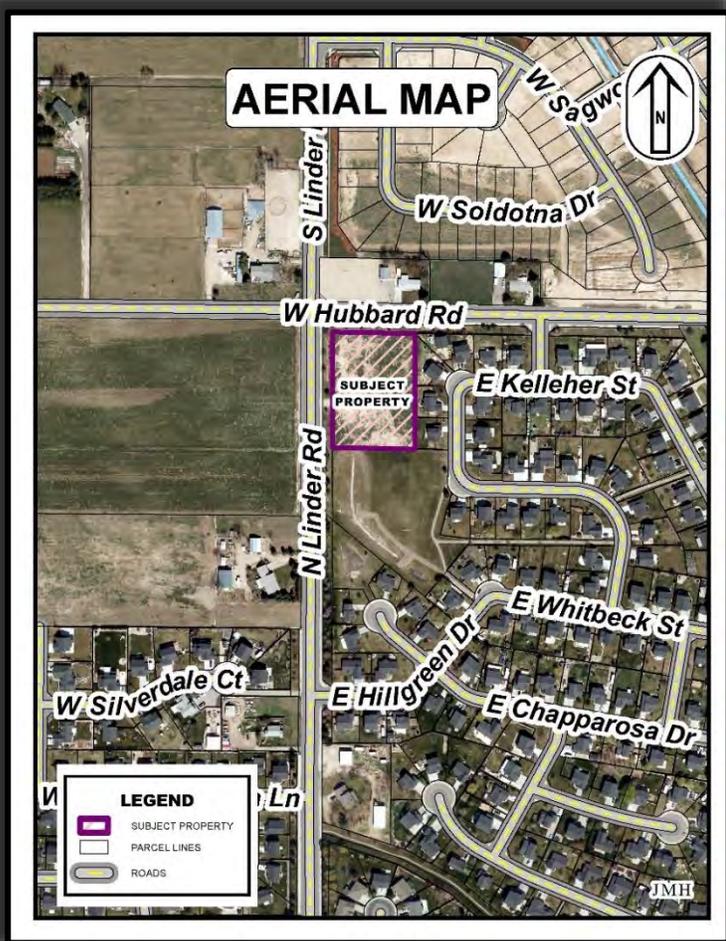
**a. Notifications**

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| 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 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:**





2. **Surrounding Land Uses:**

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

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

<b>Property Owner</b>	<b>Parcel Size (Approximately)</b>	<b>Current Zone:</b>	<b>Parcel Number</b>
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 25<sup>th</sup>, 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 18<sup>th</sup> day of September, 2018.

received  
8.14.18



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.

<b>Project name:</b> Kelleher No. 2 Design Review	<b>Applicant:</b> Jane Suggs
--	---------------------------------

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  
208.922.5274  
Fax: 208.922.5989  
Website: www.kunacity.id.gov

### Commission & Council Review Application

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

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

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

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

For Office Use Only	
File Number (s)	18-01-A 18-12-DR
Project name	Keller for 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

#### 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 Per 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. 4<sup>th</sup> 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. 4<sup>th</sup> 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.

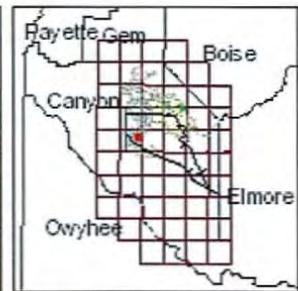
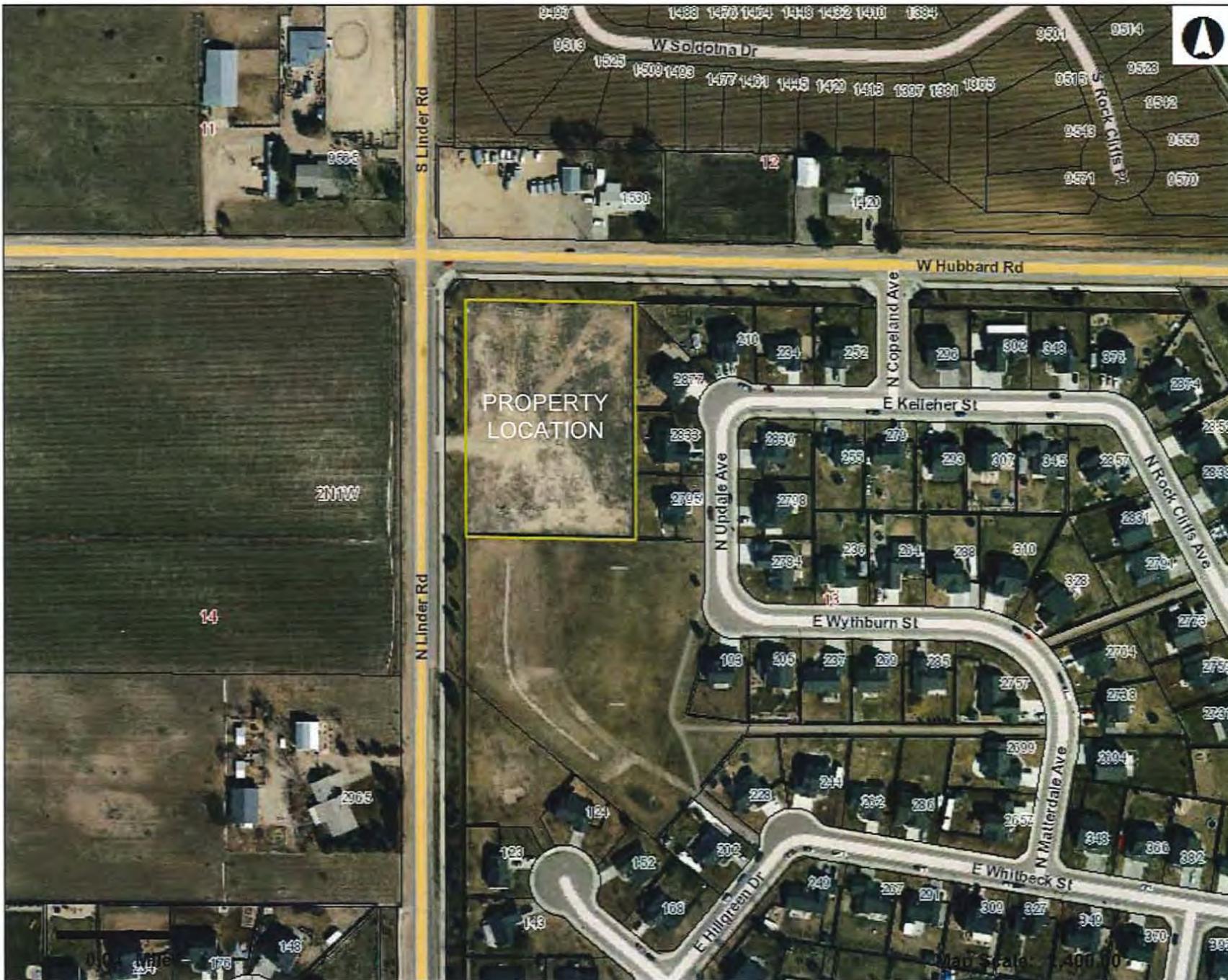
Sincerely,

A handwritten signature in blue ink that reads "Jane Suggs". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

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.



Adair Kolter  
Notary Public for Idaho  
Residing at: Nampa, ID  
My commission expires: 6-05-22

Exhibit  
A4



# 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

NO SCALE



## AERIAL MAP

NO SCALE



## SHEET INDEX

- DR0.0 DESIGN REVIEW COVER SHEET
- C1.0 COVER SHEET, NOTES, & SHEET INDEX
- CS.0 COPY OF FINAL PLAT
- CS.0 GRADING PLAN
- CS.0 DETAILS
- CS.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 1.96± ACRES.  
PROJECT IS THE CONSTRUCTION OF (8) TWO STORY WOOD FRAMED 4-UNIT RESIDENTIAL DWELLING UNITS. THE PROJECT ALSO INCLUDES 60 OFF-STREET PARKING STALLS.

## PROJECT DIRECTORY

<b>OWNER</b> OPEN DOOR REALTY, INC. 1977 E. OVERLAND RD. MERIDIAN, IDAHO 83642 CONTACT: JANE SUGGS V (208) 275-8729 F (208) 342-5332 E j.suggs@opendoor.com	<b>GENERAL CONTRACTOR</b> CHALLENGER DEVELOPMENT 8639 W. CABLE CDR ST., STE. 101 BOISE, IDAHO 83709 CONTACT: SHAWN BROWNALE V (208) 835-8826 C (208) 835-8371 F (208) 835-0714 E sbrowna@challenger.com
<b>ARCHITECT</b> THE ARCHITECTS OFFICE, PLLC 489 MAIN ST. BOISE, IDAHO 83702 CONTACT: ROB TABEAU V (208) 539-8407 C (208) 794-1543 E rtabeau@taoarch.com	<b>CIVIL ENGINEER</b> WH PACIFIC, INC. 2141 W. AIRPORT HWY, STE. 104 BOISE, IDAHO 83705 CONTACT: WATT MANGER V (208) 275-8704 F (208) 342-5332 E wmanger@whpacific.com

**LANDSCAPE ARCHITECT**  
JENSEN BELLIS ASSOCIATES  
1500 PIRELL LANE, STE. 130  
BOISE, IDAHO 83709  
CONTACT: BEN SESENTWILER  
V (208) 343-7175  
F (208) 343-7178  
E ben@jensbellis.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: 18-012 DR0.0  
DRAWN: ROB TABEAU, AIA

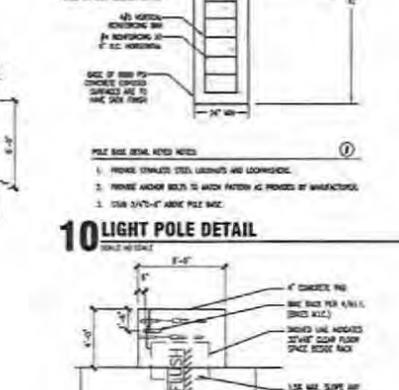
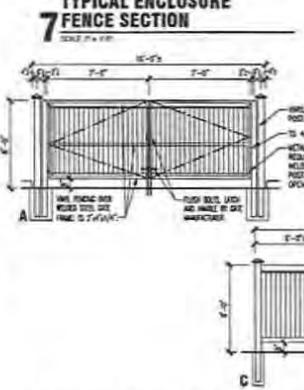
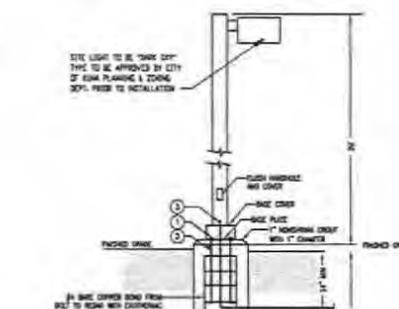
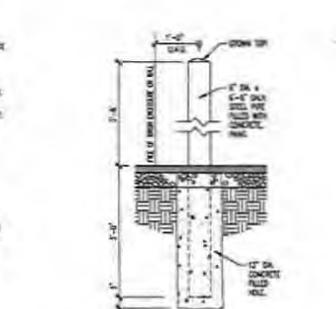
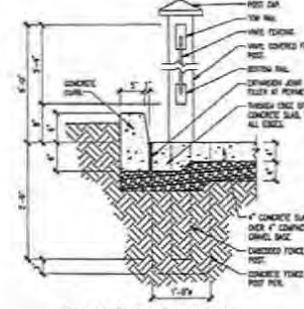
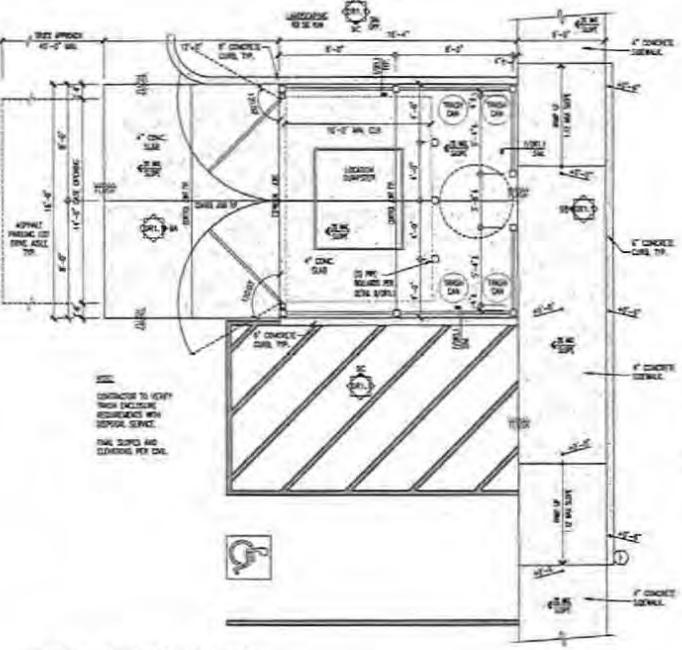
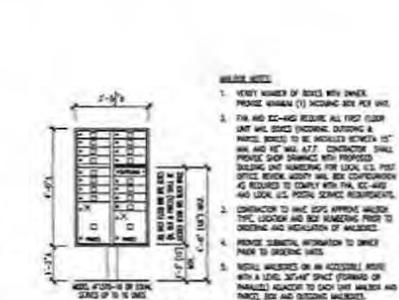
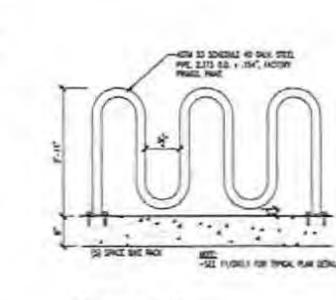
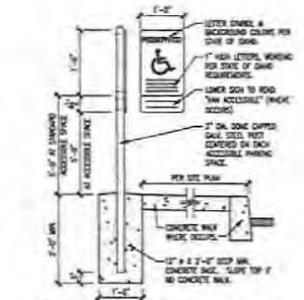
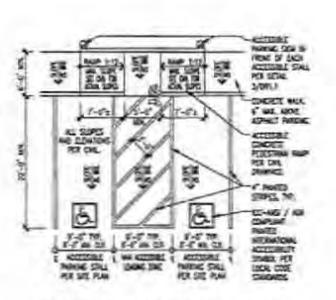
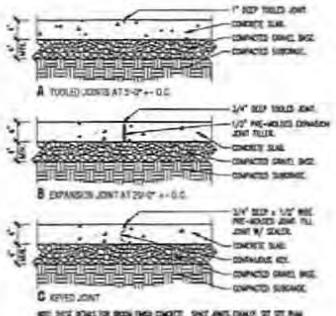
REVISIONS

SHEET

**DR0.0**  
DESIGN REVIEW  
COVER SHEET

Exhibit  
08





444 MAIN STREET (208) 343-2861  
1000 S. GARDEN STREET TAOIDC@TAO.COM

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

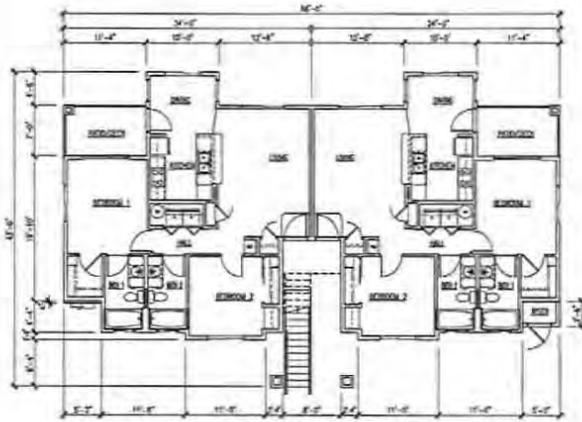
DATE: **PRELIMINARY**

FILED  
DATE: MARCH 15, 2018  
BY: TAO ARCHITECTS  
FOR: ROB TUBEAU, P.A.

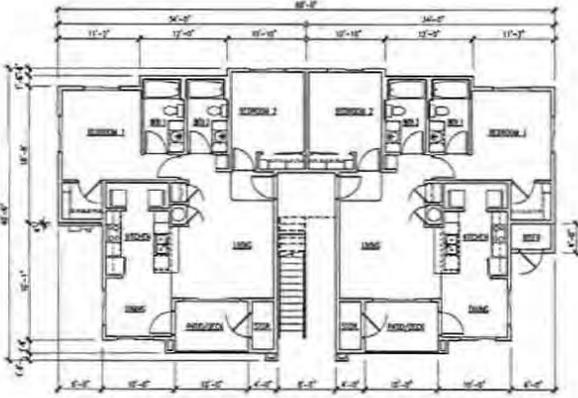
REVISIONS  
**DR1.1**  
SITE DETAILS



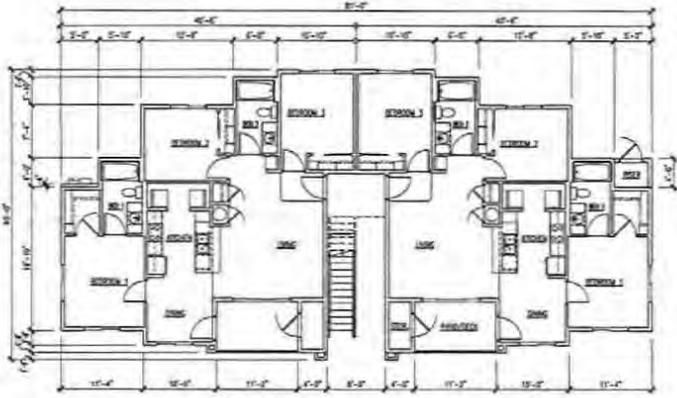
THE ARCHITECTS OFFICE  
889 MAIN STREET, SUITE 243-253  
BOISE, IDAHO 83725  
PHONE: 208-333-7933  
WWW.TAOARCHITECTS.COM



**BUILDING TYPE 2-1**  
**1 FIRST FLOOR PLAN**  
2-BEDROOM / 2-BATHROOM  
SECOND FLOOR SIM.  
SCALE: 1/8" = 1'-0"  
UNIT AREA: 883 S.F.  
FIRST FLOOR AREA: 2,260 S.F.  
SECOND FLOOR AREA: 2,125 S.F.



**BUILDING TYPE 2-2**  
**2 FIRST FLOOR PLAN**  
2-BEDROOM / 2-BATHROOM  
SECOND FLOOR SIM.  
SCALE: 1/8" = 1'-0"  
UNIT AREA: 883 S.F.  
FIRST FLOOR AREA: 2,260 S.F.  
SECOND FLOOR AREA: 2,125 S.F.



**BUILDING TYPE 3-1**  
**3 FIRST FLOOR PLAN**  
3-BEDROOM / 2-BATHROOM  
SECOND FLOOR SIM.  
SCALE: 1/8" = 1'-0"  
UNIT AREA: 1,109 S.F.  
FIRST FLOOR AREA: 3,064 S.F.  
SECOND FLOOR AREA: 2,874 S.F.

**KEYNOTES**

1. THE SPINNAZZI REEF PLUMB: PROVIDE SUCH ON EXTERIOR OF THE ROOM IN ONE-INCH LETTERS SHOWING THE REEF HEIGHT AT CORNERS WITH THE ALTERNATING, FINE LINE AND WITH THE APPROVAL OF THE ARCHITECT. PROVIDE AND INSTALL THICK EDGE WITHIN 5 FEET OF ROOM AS DIRECTED BY THE ARCHITECT.
2. ELECTRICAL WIRING AND PANELS: VERIFY EXACT LOCATION WITH UTILITY AND ELECTRICAL SWIMMING.
3. PROVIDE FINISHING AT ALL PENETRATOR WALLS ACCORDING TO UNDERSTANDING PER REEF. FINISH.
4. EXTERIOR CONCRETE WALLS AT FIRST FLOOR LEVEL SHALL BE FINISH WITH BALCONY WEDGES, GRADES TO SLURP AWAY FROM CORNER SOON AS NO MORE THAN 25 IN ANY DIRECTION FOR A MINIMUM DISTANCE OF 3'-0" PERPENDICULAR TO FINISH. SEE CIVIL DRAWINGS FOR GRADE SLURPS BEYOND ROOM LANDING AREA. FLOOR WALL BETWEEN BEDROOM AND CONCRETE WALL / FINISH PER DETAIL U-1010.
5. FINE STRONGHOLD CONCRETE WEDGES WITH FINISHES AT 4'-0" FROM WALL. SEE DETAIL U-1010.
6. ROOF SCUM.
7. GYPSUM BOARD: AT TYPE A ACCESSIBLE UNITS IT SHALL FINISH TO BE FINISH WITH BUT WEDGES AND WITH STRONGHOLD CONCRETE WEDGES AWAY FROM THE FINISHING AS WALL SLURP. AT ALL OTHER FIRST FLOOR WALLS THE LEVEL CHANGE BETWEEN THE WEDGES SPACE AND THE EXTERIOR SHALL BE 1" MAX. (EXCLUDING INTERLOCKS). IT IS RECOMMENDED THAT THE FINISH IS 1/2" BELOW THE UNIT FINISH FLOOR AND SLURP AWAY FROM THE FINISHING AS WALL SLURP.
8. BEDS WITH CONCRETE TOPPING SLABS: THE LEVEL CHANGE BETWEEN THE WEDGES SPACE AND THE EXTERIOR SHALL BE 1" MAX. EXCLUDING INTERLOCKS. IT IS RECOMMENDED THAT THE FINISH IS 1/2" BELOW THE UNIT FINISH FLOOR AND SLURP AWAY FROM THE FINISHING AS WALL SLURP. SEE DETAIL U-1010 FOR BEDS AND WALL FINISHING REQUIREMENTS.
9. STAIR LANDING TO BE LEVEL WITH UNIT FINISH FLOOR AND SLURP AWAY FROM THE FINISHING AS WALL SLURP. SEE DETAIL U-1010 FOR LANDING AND WALL FINISHING REQUIREMENTS.

**GENERAL NOTES**

1. DOCS SUB-CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND REMOVE AND RECONSTRUCT WITH THE DRAWING TO THE ARCHITECT PRIOR TO THE BEGINNING OF CONSTRUCTION.
2. ALL EXTERIOR FINISHING ARE TO THE FACE OF EXTERIOR STAIR WALL. SEE DETAIL U-1010 FOR TYPICAL EXTERIOR WALL CONSTRUCTION AT FOUNDATION. EXTERIOR WALL FINISHING TO BE ACCORDING TO DETAIL U-1010 FROM FLOOR FINISH FINISHING NOTES.
3. VERIFY ALL EXTERIOR FLOOR FINISH FINISHING WITH FOUNDATION PLAN.
4. ALL WINDOW WALL FINISHING ARE TO FACE OF STAIR UNITS FINISHING NOTES.
5. SEE CHANGES STANDARD PLAN AND STANDARD SECTION SHEETS ALICE FOR ALL WINDOW NOTES AND FINISHING.
6. SEE UNIT TYPE CHANGES FLOOR PLAN SHEETS 413-415 FOR ALL UNIT FINISHING, FINISHES AND FOR ROOM AND WINDOW CALLOUTS.
7. ALL TYPICAL OF FINISHING FINISHING OF FINISHING CONSTRUCTION TO COMPLY WITH THIS SET SECTION 314. SEE SHEETS 4113-4115. FINISHES AND LETTERS ACCORDING TO BE PROVIDED TO FINISH FINISHING.
8. ALL FINISHING FINISHES AND FINISHING TO BE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS, ACCEPTED BUILDING STANDARDS AND CONFORM TO ALL BUILDING CODES.
9. FOR LETTERS OF FINISH CONSTRUCTION, SEE THE FINISH CONSTRUCTION PLAN AND BUILDING CODE STANDARD SHEET 314.
10. ALL FINISHES FINISHING AND NOTES TYPICAL, ETC.
11. SEE SITE PLAN FOR CONSTRUCTION OF SIDEWALK AT BUILDING.
12. AT ALL FIRST FLOOR LEVEL FINISHING PROVIDE RECESSED TRAY CURBS FOR BOWL, CUBBLES.

**APARTMENT BUILDING AREAS**

BUILDING TYPE 2-1	GROSS FLOOR		BUILDING		BUILDING	
	FLOOR	UNIT AREA (sq ft)	FLOOR	UNIT AREA (sq ft)	FLOOR	UNIT AREA (sq ft)
FIRST FLOOR	2,260 S.F.	2,260 S.F.	1,827 S.F.	2,292 S.F.		
SECOND FLOOR	2,125 S.F.	2,125 S.F.	1,827 S.F.	2,126 S.F.		
TOTAL	4,385 S.F.	4,385 S.F.	3,654 S.F.	4,418 S.F.		
TOTAL x 2	7,216 S.F.	8,430 S.F.	7,308 S.F.	8,836 S.F.		

BUILDING TYPE 2-2	GROSS FLOOR		BUILDING		BUILDING	
	FLOOR	UNIT AREA (sq ft)	FLOOR	UNIT AREA (sq ft)	FLOOR	UNIT AREA (sq ft)
FIRST FLOOR	2,260 S.F.	2,260 S.F.	1,827 S.F.	2,292 S.F.		
SECOND FLOOR	2,125 S.F.	2,125 S.F.	1,827 S.F.	2,126 S.F.		
TOTAL	4,385 S.F.	4,385 S.F.	3,654 S.F.	4,418 S.F.		
TOTAL x 2	8,770 S.F.	8,770 S.F.	7,308 S.F.	8,836 S.F.		

BUILDING TYPE 3-1	GROSS FLOOR		BUILDING		BUILDING	
	FLOOR	UNIT AREA (sq ft)	FLOOR	UNIT AREA (sq ft)	FLOOR	UNIT AREA (sq ft)
FIRST FLOOR	3,064 S.F.	3,064 S.F.	2,218 S.F.	3,566 S.F.		
SECOND FLOOR	2,874 S.F.	2,874 S.F.	2,218 S.F.	2,172 S.F.		
TOTAL	5,938 S.F.	5,938 S.F.	4,436 S.F.	5,738 S.F.		
TOTAL x 2	11,876 S.F.	11,876 S.F.	8,872 S.F.	11,476 S.F.		

PRODUCT TOTALS: 25,932 S.F. (GROSS FLOOR), 25,936 S.F. (GROSS BUILDING), 22,807 S.F. (NET AREA), 27,264 S.F. (NET AREA)

IN AS MEASURED TO THE INNER FACE OF EXTERIOR WALLS NOT INCLUDING STAIRWAYS, STORAGE AND AREAS UNDER CANOPIES, BEAMS AND PATIOS.

IN AS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS INCLUDING STAIRWAYS, STORAGE AND AREAS UNDER CANOPIES, BEAMS AND PATIOS. (PER 2009 IRC CHAPTER 3 AND CHAPTER 10)

IN AS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS NOT INCLUDING STAIRWAYS, STORAGE AND AREAS UNDER CANOPIES, BEAMS AND PATIOS.

IN AS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS INCLUDING STAIRWAYS, STORAGE AND AREAS UNDER CANOPIES, BEAMS AND PATIOS.

**LEGEND**

CONSTRUCTION PER WALL FINISH, SEE CHANGES PLAN FOR EXTERIOR AND CONSTRUCTION PER SHEET 314 FOR CONSTRUCTION WALL.	1	BOOK CALLOUT PER BOOK SCHEDULE SHEET 413.
	2	CONSTRUCTION WALL TYPE CALLOUT PER SHEET 413.

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



FILE  
DATE: MARCH 15, 2018  
PROJECT: 18-012 DR-2  
DRAWN BY: BOB TABBALL, AIA

REVISIONS:  
**DR2.0**  
APARTMENT FLOOR PLANS



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800.840.0102 TAO@TAO.COM

**JENSEN BELTS ASSOCIATES**

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PROJECT

**KELLEHER SUBDIVISION NO. 2**

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



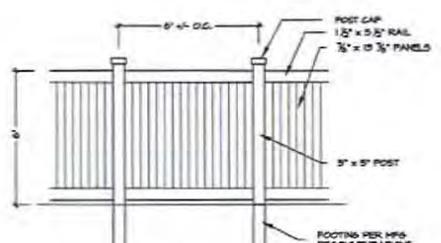
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FILE  
DATE: MARCH 16, 2018  
BY: JBA 1806  
ISSUE: KCS

REVISIONS

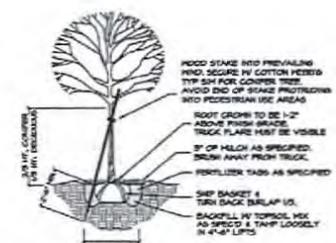
SHEET

**L1.0**  
LANDSCAPE PLAN



- NOTES:  
1. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.  
2. FENCE STYLE AND COLOR (CREAM) TO MATCH EXISTING ADJACENT SUBDIVISION FENCING.

① VINYL PRIVACY FENCE NOT TO SCALE

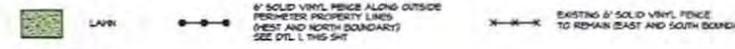


- NOTES:  
1. REMOVE ALL TREE ROPE OR ENDINGS FROM ALL TREES.  
2. REMOVE OVERLAP AND FINE BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING.  
3. IF SYNTHETIC HEAVYWEAVE IS USED, IT MUST BE COMPLETELY REMOVED.

② TREE PLANTING/STAKING NOT TO SCALE

**PLANT PALETTE**

SYTH	COMMON NAME	BOTANICAL NAME	INSTALLATION SIZE
<b>EVERGREEN TREES</b>			
	BOHEMIAN PINE	PIÑA LEUCODERMIS	6'-0" HT B&B
	KARL FISCH CEDAR	CEDRUS DEODARA 'KARL FISCH'	6'-0" HT B&B
	DRYUS JORDAN SPRUCE	PIÇA DRYOIDES	6'-0" HT B&B
	SCY HIGH JUNIPER	JUNIPERUS SCOPULORUM 'SAILOR'	6'-0" HT B&B
	VANDERHOLTS PINE	PIÑA FLEXILIS 'VANDERHOLTS'	6'-0" HT B&B
	KEESING WHITE SPRUCE	PIÇA ALBA 'VENDULA'	6'-0" HT B&B
<b>SHADE/TREE TREES (CLASS II)</b>			
	ALTONIA PURPLE ASH	FRAXINUS AMERICANA 'ALTONIA PURPLE'	23" CAL B&B
	SCOLEX HONEYLOCUS	GLEDITSIA TRIACANTHOS 'SCOLEX'	23" CAL B&B
	LITTLELEAF LINDEN	TILIA CORDATA	23" CAL B&B
	TULIP TREE	LIRIODENDRON TULIPIFERA	23" CAL B&B
<b>ORNAMENTAL TREES (CLASS II)</b>			
	ANNE HUILE	ACER GIBBULA 'PLANE'	9'-10" HT B&B CLUMP
	QUANTICLEAR PEAR	PYRUS GALLERTANA 'OLENS FORM'	23" CAL B&B
	ROYAL SANDROPS CRABAPPLE	MALUS X 'LPS-GH'	23" CAL B&B
	SACHS WHITE SPRUCE	MALUS SACHSII	23" CAL B&B
<b>SHRUB/ORNAMENTAL GRASSES/PERENNIALS</b>			
	BLACK EYED SUSAN	RUDBECKIA FLUIDA 'GOLDSTREY'	1 GAL
	BLUE ROSE JUNIPER	JUNIPERUS HORIZONTALIS 'YEL'DON'	2 GAL
	CREeping MANHATTAN	MANHATTAN SEDUM	2 GAL
	NEW FLOWERS CARPET NOISE	ROSA 'FLOWERS CARPET NOISE'	2 GAL
	DWARF MOUNTAIN GRASS	PERNISCHEM ALPICOIDES 'BAHLEY'	1 GAL
	CHARIS GOLD WHEATGRASS	PHYSOCARPUS OBLIQUEUS 'CHARIS GOLD'	2 GAL
	STELLA D'ORO DAYLILY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL
	EMERALD N' GOLD BIGNONIA	BIGNONIAS FORTUNEI 'EMERALD N' GOLD'	2 GAL
	ENIGMA SUMMER HYDRANGEA	HYDRANGEA 'ENIGMA'	2 GAL
	FINE LINE BUGS 'ORN	RAMNUS FRANKIA 'RON WILLIAMS'	2 GAL
	GRACIOUS DRUM	ROSA 'GRACIOUS DRUM'	2 GAL
	IVORY HALL DOGWOOD	DOGWOOD ALBA 'IVORY HALL'	2 GAL
	KARL FOSTER REED GRASS	CALAMAGROSTIS ARMINIACICA 'K.F.'	1.5 GAL
	LITTLE BLUE HYDRANGEA	PHYSCOCARPUS OBLIQUEUS 'DONNA MAY'	2 GAL
	HISCOOTE BLUE ENGLISH LAVENDER	LAVANDULA ANGUSTIFOLIA 'HISCOOTE BLUE'	1 GAL
	OTTO LITKEN LABEL	FRAXINUS LANGERANUS 'OTTO LITKEN'	2 GAL
	P.M. DOGWOOD	DOGWOOD N. SP.	2 GAL
	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIUS'	1.5 GAL
	SUMMERSHINE NIEBARK	PHYSOCARPUS OBLIQUEUS 'SEWARD'	2 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 DEVICES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- NO TREES SHALL INTERFERE WITH THE 40' STREET AND DEPARTURE VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT INTERSECTION SHALL BE LOCATED WITHIN VISION TRIANGLE OR ACID SOON. THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET ACID REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 30' 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 OTHER SUBJECT TO CITY FORESTERS PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLANT LANDSCAPE PLAN DESIGN. OVERLAP 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**

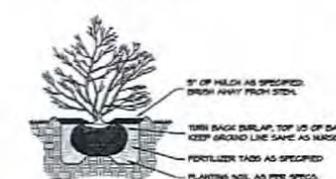
EXISTING LANDSCAPE BUFFER ALONG LINDER ROAD AND HUBBARD ROAD TO BE RETAINED AND PROTECTED

NUMBER OF TREES PROVIDED IN APARTMENT COMPLEX AREA: 60 TREES

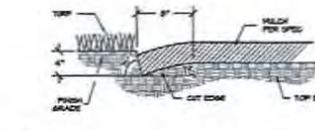
THERE ARE NO EXISTING TREES ON SITE.

**DEVELOPMENT DATA**

TOTAL AREA	148 AC (25473 S.F.)
PROPOSED BUILDINGS	0
4-UNIT TWO-STORY BUILDINGS	0
PROPOSED UNITS	32
PROPOSED PARKING	66
LAND DEVELOPMENT	302 STANDARDS + 4 ACCESSIBLE
BUILDING FOOTPRINTS	57264 S.F. (43%)
SITE PAVING	30706 S.F. (43%)
LANDSCAPING	13009 S.F. (44%)
ZONING	C-1



③ SHRUB PLANTING NOT TO SCALE



④ PLANTER CUT BED EDGE NOT TO SCALE



Exhibit  
B9



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PROJECT

**KELLEHER SUBDIVISION NO. 2**

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

SCALE



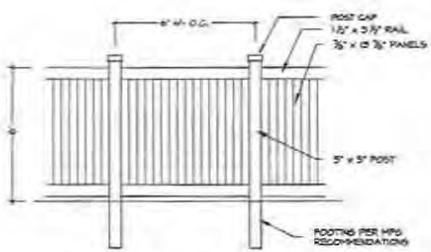
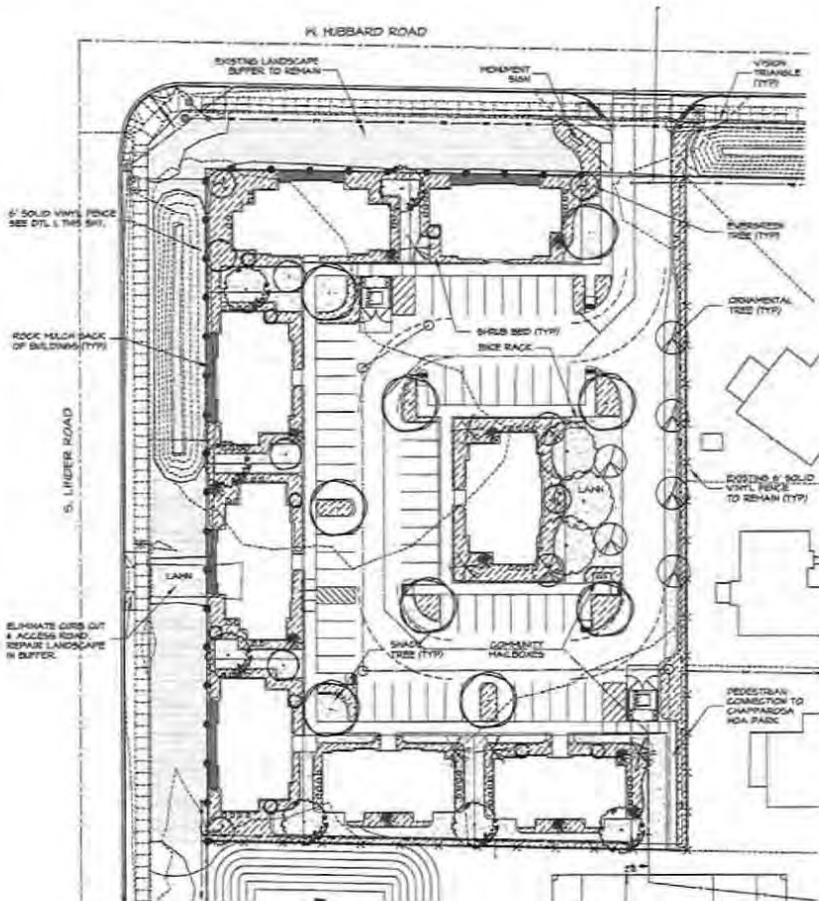
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TITLE: KELLEHER SUBDIVISION NO. 2  
DATE: MARCH 18, 2018  
BY: JBA/MSK  
CHECKED BY: KES

REVISIONS

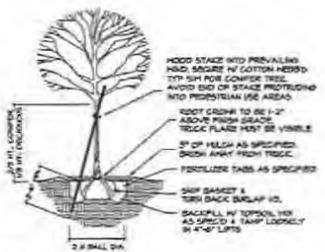
SHEET

**L1.0**  
LANDSCAPE PLAN



1. FENCE TO STEP DOWN TO 3" HEIGHT 20" FROM ROOF.
2. FENCE STYLE AND COLOR (CREAM) TO MATCH EXISTING ADJACENT SUBDIVISION FENCING.

① VINYL PRIVACY FENCE NOT TO SCALE

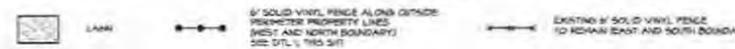


1. REMOVE ALL TRUNK, SOLE, OR BRANCHES FROM ALL TREES.
2. REMOVE DRILLAP AND NERF BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING.
3. IF SYNTHETIC HEARTBUSH IS USED, IT MUST BE COMPLETELY REMOVED.

② TREE PLANTING/STAKING NOT TO SCALE

**PLANT PALETTE**

SYM	COMMON NAME	BOTANICAL NAME	INSTALLATION SIZE
<b>UNDERGROUND TREES</b>			
☉	BOSMAN PINE	PINUS LEUCODERMIS	6-0" HT B&B
☉	KARL PICH'S CEDAR	CEDRUS DEODARA 'KARL PICH'S'	6-0" HT B&B
☉	ROUND LEAFED SPRUCE	PICEA OMBRIKA 'ROUND LEAF'	6-0" HT B&B
☉	SKY HIGH JUNIPER	JUNIPERUS SCOPULORUM 'SKY HIGH'	6-0" HT B&B
☉	VANDERKILPE PINE	PINUS PLEIKENS 'VANDERKILPE'	6-0" HT B&B
☉	HEERING NYRIS SPRUCE	PICEA ALAICA 'HEERING'	6-0" HT B&B
<b>SHADYSTREET TREES (CLASS II)</b>			
☉	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	2.5" CAL B&B
☉	SKYLINE HONEYLOCUST	ALBICORNA TRIANGULARIS 'SKYLINE'	2.5" CAL B&B
☉	LITTLE LEAF LARCH	LARIX LARicina	2.5" CAL B&B
☉	TELEPINE	LIQUIDAMBAR ALTISSIMA	2.5" CAL B&B
<b>ORNAMENTAL TREES (CLASS II)</b>			
☉	AMER MAPLE	ACER BIRNALLA 'PLANE'	5"10" HT B&B CALIP
☉	QUANTULIEN PEAR	PIRUS CALLERYANA 'SCIENTIA PEAR'	2.5" CAL B&B
☉	CRABAPPLE	PIRUS USSENSIS 'CRABAPPLE'	2.5" CAL B&B
☉	SHADYSTREET CRABAPPLE	PIRUS USSENSIS 'SHADYSTREET'	2.5" CAL B&B
<b>INDOOR/ENVIRONMENTAL GRASSES/SPERMATOPHYTES</b>			
☉	BLACK EYED SUSAN	XANTHOXANTHUS 'BLACK EYED SUSAN'	1 GAL
☉	BLUE RIG JAMPER	JAMPERUS HORIZONTALIS 'BLUE RIG'	2 GAL
☉	HAZELIA KEIFERII	HAZELIA KEIFERII	3 GAL
☉	RED FLOWER GARRET MOORE	ROSA 'RED FLOWER GARRET MOORE'	3 GAL
☉	DWARF FOUNTAIN GRASS	FENICESTICH ALPINEGRASS 'DWARF FOUNTAIN'	1 GAL
☉	DARTS GOLD WINDMILL	PHYSOCARPUS OBLIQUEFOLIOS 'DARTS GOLD'	3 GAL
☉	STELLA DIORO DAVILEY	HEBERCALLEX 'STELLA DIORO'	1 GAL
☉	DIORALD W GOLD BUSH	DIORALD W GOLD BUSH	3 GAL
☉	HYDRANGEA ARBORESCENS 'PINK ANEMONE'	HYDRANGEA ARBORESCENS 'PINK ANEMONE'	5 GAL
☉	FINE LINE BUCHDRUM	DIENERS 'FINE LINE BUCHDRUM'	5 GAL
☉	TRIOLOBA SHAM	TRIOLOBA SHAM	5 GAL
☉	IVORY PALM DOGWOOD	CORNUS ALBA 'IVORY PALM'	3 GAL
☉	KARL PICH'S CEDAR	CEDRUS DEODARA 'KARL PICH'S'	1 GAL
☉	LITTLE LEAF LARCH	LARIX LARicina	5 GAL
☉	HICOTT BLUE ENGLISH LAVENDER	LAVANDULA ANGIUSTYLOIA 'HICOTT BLUE'	1 GAL
☉	OTTO LUTTEN LARIX	LARIX LARicina 'OTTO LUTTEN'	2 GAL
☉	FLY RHODODENDRON	RHODODENDRON 'FLY'	5 GAL
☉	HAIDEN GRASS	HAIDEN GRASS	1 GAL
☉	SUPERFINE BIRNALLA	PIRUS USSENSIS 'BIRNALLA'	3 GAL
☉	PHYSOCARPUS OBLIQUEFOLIOS 'SUNSHINE'	PHYSOCARPUS OBLIQUEFOLIOS 'SUNSHINE'	3 GAL



**NOTES**

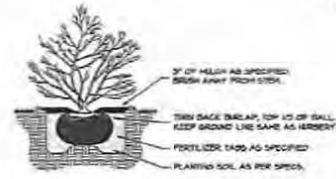
1. ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH ILLINOIS CITY DRAINAGE REQUIREMENTS. ALL LOTS WILL COMPLY WITH ILLINOIS CITY ORDINANCE REQUIRING ONE (1) TREE PER LOT (PROVIDED BY BUILDER AND/OR DEVELOPER).
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
3. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL ACID STORM DRAIN PIPE STRUCTURES OR FACILITIES. (SEE PAGE BEDS) MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
4. NO TREES SHALL INTERFERE WITH THE 40' STREET AND DEPARTURE VISION TRIANGLES AT ALL INTERSECTIONS. NO CONSPICUOUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ACROSS ROAD. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR TRIMMING TREES CALIBERED TO MEET ACID REQUIREMENTS FOR MAINTAINING CLEAR VISION WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM 5'00" SIGNS.
5. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRAINAGE AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
6. PLANT LIST IS REPRESENTATIVE AND SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES BY OWNER, SUBJECT TO CITY PERMITTER'S PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLAT LANDSCAPE PLAN DESIGN. BURLAP AND NERF 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.

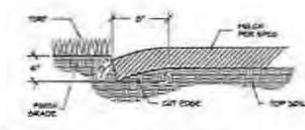
**DEVELOPMENT DATA**

TOTAL AREA	140 AC (30,475 S.F.)
PROPOSED BUILDING	0
PROPOSED 1-2 STORY BUILDINGS	0
PROPOSED LOTS	32
PROPOSED PADLOCKS	66
LAND DEVELOPMENT	66% STANDARD + 4 ACCESSIBLE
BUILDING FOOTPRINTS	51,264 S.F. (40%)
SITE PAVING	20,106 S.F. (14%)
LANDSCAPING	1,039 S.F. (1%)
ZONING	C-1



1. REMOVE ALL TRUNK, SOLE, OR BRANCHES FROM ALL TREES.
2. REMOVE DRILLAP AND NERF BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING.
3. IF SYNTHETIC HEARTBUSH IS USED, IT MUST BE COMPLETELY REMOVED.

③ SHRUB PLANTING NOT TO SCALE



④ PLANTER CUT BED EDGE NOT TO SCALE

DEVELOPER: TRILogy DEVELOPMENT, INC.  
1820 W. GABLE DR. ST. BOYSE, IDAHO 83725



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



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



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



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



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



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



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



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

**KEYNOTES**

1. ASPHALT SHINGLE ROOF / SIP CAP. SEE ROOF PLAN FOR LOCATION AND TYPES OF ROOF VENTS.
2. ARCHITECTURAL LAMINATED FIBERGLASS ROOF SHINGLES.
3. 6" x 12" PLYWOOD SHEATHING.
4. FLOOR, 1/4" x 8" PLYWOOD SHEATHING. AT GABLE ENDS AND EAVES WITHOUT CUTTERS PROVIDE ADDITIONAL 1" x 4" PLYWOOD SHEATHING AT TOP. PROVIDE PAINTED 5/16" HORIZONTAL SPTTS. PROVIDE PAINTED 5/16" HORIZONTAL VENTS SPTTS AT GABLE.
5. PRE-FINISHED METAL GUTTER AND DOWNSPOUT FOR ROOF PLAN. FINAL LOCATION AND NUMBER OF DOWNSPOUTS SHOULD BE DETERMINED BY THE GENERAL CONTRACTOR. PROVIDE CONCRETE SPASH BLOCK AT GABLE.
6. 1/4" x 12" PLYWOOD SHEATHING TRIM. PROVIDE PRE-FINISHED 2" FLUSHING AT TOP.
7. 1/4" x 8" PLYWOOD SHEATHING TRIM. PROVIDE PRE-FINISHED 2" FLUSHING AT TOP.
8. 1" x 4" PLYWOOD SHEATHING TRIM TRIP.
9. VERTICAL BOARD & BATTEN STYLE SIDING PAINTED 4" x 12" x 5/16" HORIZONTAL SIDING WITH PAINTED 1" x 4" HORIZONTAL SIDING AT 12" O.C. OF PAINTED 1" x 4" HORIZONTAL SIDING AT 12" O.C.
10. HORIZONTAL LAP SIDING PAINTED HORIZONTAL SIDING.
11. PROVIDE HORIZONTAL LAP SIDING AT STAIRWAYS (NOT SHOWN). PAINTED HORIZONTAL LAP SIDING.
12. PAINTED HORIZONTAL SIDING.
13. DECORATIVE EXTERIOR LIGHT FEATURE.
14. STONE VENEER SPC.
15. STONE VENEER SPC.
16. DOUBLE GLAZED WARE FINISHED WINDOW FOR WINDOW SCHEDULE WITH 1" x 4" PLYWOOD SHEATHING TRIM. SEE WINDOW SCHEDULE DETAILS FOR FINISHING REQUIREMENTS.
17. EXTERIOR DOOR FOR DOOR SCHEDULE WITH 1" x 4" PLYWOOD SHEATHING TRIM. SEE DOOR SCHEDULE DETAILS FOR FINISHING REQUIREMENTS.
18. PAINTED STEEL SINK STRUCTURE WITH PRE-CAST CONCRETE TRENCH AND PAINTED STEEL TUBING AND BRACING.
19. DECK STRUCTURE FOR DECK WITH CONCRETE TOP. PAINTED HORIZONTAL SIDING. PAINTED HORIZONTAL TRIM AND PAINTED STEEL GUARDRAIL.
20. THE SPANNED ROOF SHALL BE WITH ASPHALT SHINGLE ROOF WITH PRE-FINISHED METAL FLASHINGS. 1/4" PLYWOOD SHEATHING TRIM, SIDING AND TRIM AND PAINTED INSULATED METAL SOFFIT. VERIFY WITH SPT PLAN FOR LOCATION OF CLOSET. SOME BUILDINGS HAVE THE ROOF CLOSET ON THE OPPOSITE SIDE.
21. WALL MOUNT ELECTRICAL PANEL. LOCATION: VERIFY WITH WET PLAN FOR LOCATION OF ELECTRICAL PANELS. SOME BUILDINGS HAVE THE ELECTRICAL PANELS ON THE OPPOSITE SIDE.
22. EXPOSED CONCRETE FOUNDATION WALL. FILL ALL Voids: 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 (SHEDS, KINGS AND ANLS) AND SPECIFICATIONS FOR ADDITIONAL EXTERIOR FINISH MATERIAL NOTES.
- C. ALL VISIBLE EXTERIOR FLASHINGS TO BE PRE-FINISHED METAL (DRAIN BRASS E.G.M.). 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. SAMPLES OF ALL FINISH MATERIALS FOR OWNER'S REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
- E. VERIFY ALL FINISH MATERIAL SELECTIONS AND COLORS WITH OWNER PRIOR TO ORDERING AND INSTALLATION.
- F. OWNER SPECIFY HORIZONTAL SIDING AND TRIM TO BE GALVANIZED HORIZONTAL OR FIBER CEMENT SIDING AND TRIM. ALL SIDING AND TRIM TO BE GALVANIZED (PAINTED OR PRE-FINISHED) AND PAINTED.
- G. ALL SIDING TO BE SCHEDULED BY SLOW GRADE. COORDINATE WITH MECHANICAL DRAWINGS AS REQUIRED.
- H. ALL FINISH MATERIALS TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS. THIS SET OF REQUIREMENTS ARE PER CURRENTLY ACCEPTED CONSTRUCTION PRACTICES.

**EXTERIOR FINISH SCHEDULE**

MATERIAL	W/F / COLOR	MATERIAL	FINISH COLOR
ASPHALT SHINGLE	MANUFACTURER'S CHOICE	UPVC WINDOW FRAME	MANUFACTURER'S COLOR: ALUMINUM
PAINTED HORIZONTAL SIDING & SPTTS	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN	WINDOW GLAZING	COLOR: CLEAR
PRE-FINISHED METAL GUTTER & DOWNSPOUT	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN	METAL BALCONY	POWDER COAT COLOR: BLACK
STONE VENEER SPC	LEONARDO ASPEN	METAL STAIRS, STAIRCASES & RAILING	POWDER COAT COLOR: BLACK
PAINTED HORIZONTAL BOARD & BATTEN SIDING	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN	FACTORY PRE-FINISHED SIDING	COLOR: DARK BROWN
PAINTED HORIZONTAL BOARD & BATTEN SIDING	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN	PAINTED HORIZONTAL LAP SIDING	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN
PAINTED HORIZONTAL BOARD & BATTEN SIDING	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN	PAINTED HORIZONTAL LAP SIDING	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN
PAINTED HORIZONTAL BOARD & BATTEN SIDING	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN	PAINTED HORIZONTAL LAP SIDING	W/PC SHERWIN WILLIAMS PAINT NUMBER: SW6140 COLOR NAME: BURNING BROWN



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DATE: MARCH 15, 2018  
DRAWN: JLD  
CHECKED: JLD  
PROJECT: ROB DEBAUL, AIA

REVISIONS

SHEET  
**DR3.0**  
APARTMENT BUILDING TYPE 2-1 EXTERIOR ELEVATIONS

Exhibit  
B10



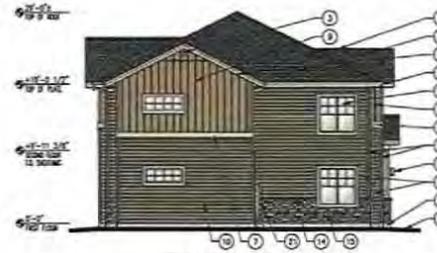
**1** BUILDING TYPE 2-2A  
FRONT ELEVATION  
SCALE 1/8" = 1'-0"  
COLOR PATTERN "A"



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



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



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



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



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



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



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

**KEYNOTES**

1. ASPHALT SHINGLE ROOF / WP D/W. SEE ROOF PLAN FOR LOCATION AND TYPES OF ROOF W/TE KEOLING.
2. ARCHITECTURAL UNPAINTED FIBERGLASS ROOF SHINGLES.
3. 6 X 12 PAINTED WOOD CORBEL.
4. FINISH S/J & 4 PAINTED HORIZONTALS. AT GABLE ENDS AND SIDES WITHOUT CUTTERS PROVIDE ADDITIONAL 1 X 4 PAINTED HORIZONTALS AT TOP. PROVIDE PAINTED 2X12 HORIZONTALS SUFFIT. PROVIDE PAINTED 3X12 HORIZONTALS VERTICAL SIDING AT SIDES.
5. PRE-FINISHED METAL CUTTER AND DOWNSPOUT PER ROOF PLAN. FINAL LOCATION AND NUMBER OF DOWNSPOUTS (DOWN SIDING) TO BE DESIGN-BUILD BY THE GENERAL CONTRACTOR. PROVIDE CONCRETE SPURR BLOCK AT BASE.
6. S/J & 4 PAINTED HORIZONTALS SIDING TRIM. PROVIDE PRE-FINISHED 2" FLUSHING AT TOP.
7. 1 X 4 PAINTED HORIZONTALS SIDING TRIM TOP.
8. 1 X 4 PAINTED HORIZONTALS SIDING TRIM TOP.
9. VERTICAL SIDING & BATTEN (S/J) SIDING: PAINTED 4" X 8" SET 8 5/8" HORIZONTALS SIDING WITH PAINTED 1 X 2 HORIZONTALS BATTENS AT 12" O.C. OR PAINTED 1 X 2 HORIZONTALS BATTENS AT 2'-0" O.C.
10. HORIZONTAL LAP SIDING: PAINTED HORIZONTALS LAPPED SIDING.
11. PROVIDE HORIZONTAL LAP SIDING AT SIDINGS THAT SHOWING PAINTED HORIZONTALS LAP SIDING.
12. PAINTED HORIZONTALS SIDING.
13. SECONDARY EXTERIOR LIGHT FIXTURES.
14. SIDING VERTICAL CORNER.
15. SIDING VERTICAL SIDING.
16. DOUBLE GLAZED W/TE FINISH WINDOW PER WINDOW SCHEDULE WITH 1" X 4" PAINTED HORIZONTALS TRIM. SEE WINDOW SCHEDULE DETAILS FOR FINISHING REQUIREMENTS.
17. EXTERIOR DOOR PER DOOR SCHEDULE WITH 1 X 4 PAINTED HORIZONTALS TRIM. SEE DOOR SCHEDULE DETAILS FOR FINISHING REQUIREMENTS.
18. PAINTED STEEL STAIR STRUCTURE WITH PRE-CAST CONCRETE TREADS AND PAINTED STEEL OPERATIONAL AND HANDRAILS.
19. DECK STRUCTURE PER DECK PLAN WITH CONCRETE TOP. PAINTED HORIZONTALS SIDING. PAINTED HORIZONTALS TRIM AND PAINTED STEEL CORNER.
20. FIVE SPRAWLER ROOF PROJECT WITH ASPHALT SHINGLE ROOF WITH PRE-FINISHED METAL FLASHING. 2X PAINTED HORIZONTALS PACK, SIDING AND TRIM AND PAINTED INSULATED METAL DOOR. VERIFY W/TE SITE PLAN FOR LOCATION OF CURB CUT. SIDING INCLUDING W/TE ROOF CURB CUT ON THE OPPOSITE SIDE.
21. WALL MOUNT ELECTRICAL PANEL LOCATION. VERIFY WITH SITE PLAN FOR LOCATION OF ELECTRICAL PANELS. SIDING INCLUDING W/TE THE EXTERIOR. FINISHES ON THE OPPOSITE SIDE.
22. EXPOSED CONCRETE FOUNDATION WALL. FILL ALL Voids. GRACE & PATCH CRACKS.
23. FINISH DRIVE, SLOPE AWAY FROM BUILDING AT 2% MIN. SEE DRIVING PLAN.

**GENERAL NOTES**

1. ALL NOTES ON EXTERIOR ARE TYPICAL AND APPLY TO ALL ELEVATIONS.
2. REFER TO CONSTRUCTION TYPE DETAILS (SCHEDULES 4100 & 4101) AND SPECIFICATIONS FOR ADDITIONAL EXTERIOR FINISH MATERIAL NOTES.
3. ALL VISIBLE EXTERIOR FLASHINGS TO BE PRE-FINISHED METAL. DARK BROWN U.S.G. ALL CONTIGUOUS METAL FLASHING TO BE GALVANIZED METAL. ALL EXPOSED GALVANIZED METAL FINISHES TO MATCH ADJACENT VISIBLE FINISH COLOR.
4. SUB-CONTRACTORS TO PROVIDE 12" X 12" WALL SAMPLE OF ALL FINISH MATERIALS FOR OWNER'S REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
5. VERIFY ALL FINISH MATERIALS LOCATION AND COLOR WITH OWNER PRIOR TO ORDERING AND INSTALLATION.
6. OWNER OPTION HORIZONTALS SIDING AND TRIM TO BE GALVANIZED HORIZONTALS OF FIBER CEMENT SIDING AND TRIM. ALL SIDING AND TRIM TO BE GALVANIZED (FIBER OR PRE-FINISHED) AND PAINTED.
7. ALL UTILITIES TO BE LOCATED OR BELOW GROUND. COORDINATE WITH MECHANICAL DRAWINGS AS REQUIRED.
8. ALL FINISH MATERIALS TO BE ACCESSED PER MANUFACTURER'S SPECIFICATIONS, 2018 IRC REQUIREMENTS AND PER CURRENTLY ACCEPTED CONSTRUCTION PRACTICES.

**EXTERIOR FINISH SCHEDULE**

ALL BUILDINGS			
MATERIAL	W/TE / COLOR	MATERIAL	FINISH COLOR
ASPHALT SHINGLE	W/TE / ASPHALT SHINGLE / W/TE WINDOW TRIM	W/TE WINDOW TRIM	W/TE WINDOW TRIM
PAINTED HORIZONTALS PACK & SUFFIT	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM	WINDOW GLAZING	COLOR: CLEAR INSULATED
PRE-FINISHED METAL CUTTER & DOWNSPOUT	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM	METAL FLASHING	POWDER COAT COLOR: BLACK
PRE-FINISHED METAL CUTTER & DOWNSPOUT	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM	METAL SIDING STRANCHOR & RAILING	POWDER COAT COLOR: BLACK
STONE VERTICAL CORNER	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM	EXPOSED METAL FLASHING	FACTORY PRE-FINISHED COLOR: DARK BROWN
<b>COLOR PALLET A</b>			
MATERIAL	W/TE / COLOR	MATERIAL	FINISH COLOR
PAINTED HORIZONTALS BOARD & BATTEN SIDING	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM	PAINTED HORIZONTALS LAP SIDING	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM
<b>COLOR PALLET B</b>			
MATERIAL	W/TE / COLOR	MATERIAL	FINISH COLOR
PAINTED HORIZONTALS BOARD & BATTEN SIDING	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM	PAINTED HORIZONTALS LAP SIDING	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM
<b>COLOR PALLET C</b>			
MATERIAL	W/TE / COLOR	MATERIAL	FINISH COLOR
PAINTED HORIZONTALS BOARD & BATTEN SIDING	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM	PAINTED HORIZONTALS LAP SIDING	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM
<b>COLOR PALLET D</b>			
MATERIAL	W/TE / COLOR	MATERIAL	FINISH COLOR
PAINTED HORIZONTALS BOARD & BATTEN SIDING	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM	PAINTED HORIZONTALS LAP SIDING	W/TE SHERWIN WILLIAMS PAINT NUMBER: SW614G COLOR: W/TE W/TE TRIM

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



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REVISIONS  
SHEET  
**DR3.1**  
APARTMENT BUILDING TYPE 2-2 EXTERIOR ELEVATIONS



**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"

**KEYNOTES**

1. ASPHALT SHINGLE ROOF / 1/2" CAP. SEE ROOF PLAN FOR LOCATION AND TYPES OF ROOF ATIC SYSTEMS.
2. ARCHITECTURAL FINISHED FERRUGINOUS ROOF SHINGLES.
3. 8 X 12 PAINTED WOOD CORNICE.
4. FACIAL 3/4 X 8 PAINTED HORIZONTAL LAP SIDING AT GABLE ENDS AND EAVES UNLESS NOTED OTHERWISE. PROVIDE ADDITIONAL 1 X 4 PAINTED HORIZONTALS AT TOP. PROVIDE PAINTED 3/4" HORIZONTAL SOFFIT. PROVIDE PAINTED 3/4" HORIZONTALS UNDER SOFFIT AT GABLES.
5. PRE-FINISHED METAL CLUTTER AND DOWNPOUT PER ROOF PLAN. FINAL LOCATION AND NUMBER OF DOWNPOUTS (DOWN SPOUTS) TO BE DECIDED BY THE GENERAL CONTRACTOR. PROVIDE CHOICE SPASH BLOCK AT BASE.
6. 3/4 X 12 PAINTED HORIZONTAL SIDING TRIM. PROVIDE PROTRUSING TYP FLUSHING AT TOP.
7. 3/4 X 4 PAINTED HORIZONTAL SIDING TRIM. PROVIDE PROTRUSING TYP FLUSHING AT TOP.
8. 1 X 4 PAINTED HORIZONTAL SIDING TRIM.
9. EXTERIOR BOARD & BUTTER SIDING. PROVIDE PAINTED 4 X 12 X 1/2" HORIZONTAL PANELS WITH PAINTED 1 X 2 HORIZONTAL BRACING AT 12" O.C. OR PAINTED 1 X 3 HORIZONTAL BRACING AT 1'-4" O.C.
10. HORIZONTAL LAP SIDING. PROVIDE HORIZONTAL LAPPED SIDING.
11. PROVIDE HORIZONTAL LAP SIDING AT STAIRWAYS (NOT SHOWING). PROVIDE HORIZONTAL LAP SIDING.
12. PAINTED HORIZONTAL CORNICE.
13. ECONOMY EXTERIOR LIGHT FIXTURE.
14. STONE VENER CORNICE.
15. STONE VENER SIDING.
16. DOUBLE GLAZED VINYL FINISH WINDOW PER WINDOW SCHEDULE WITH 1" X 4" PAINTED HORIZONTAL TRIM. SEE WINDOW SCHEDULE DETAILS FOR FINISH REQUIREMENTS.
17. EXTERIOR DOOR PER DOOR SCHEDULE WITH 1 X 4 PAINTED HORIZONTAL TRIM. SEE DOOR SCHEDULE DETAILS FOR FINISH REQUIREMENTS.
18. PAINTED STEEL DOOR STRUCTURE WITH PRE-CAST CONCRETE THRESHOLD AND PAINTED STEEL CORNER AND HANDRAIL.
19. STEEL STRUCTURE PER METAL WITH CONCRETE TOP. PAINTED HORIZONTAL CORNICE, PAINTED HORIZONTAL TRIM AND PAINTED STEEL CORNER.
20. THE SPANNED ROOF CLUSTERS WITH ASPHALT SHINGLE ROOF WITH PRE-FINISHED METAL FLASHINGS. 1" PAINTED HORIZONTAL FACIAL SIDING AND TRIM AND PAINTED INSULATED METAL DOOR. VERIFY WITH SITE PLAN FOR LOCATION OF CLUSTERS. SOME BUILDINGS HAVE THE ROOF CLUSTERS 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. COURED CONCRETE FOUNDATION WALL. FILL ALL Voids. SLOPE AND FINISH.
23. FINISH DRIVE. SLOPE AWAY FROM BUILDING AT 2% MIN. SEE FINISH PLAN.

**GENERAL NOTES**

1. ALL NOTES ON DRAWINGS ARE TYPICAL AND APPLY TO ALL DRAWINGS.
2. REFER TO CONSTRUCTION TYPE DETAILS (A102 AND A103) AND SPECIFICATIONS FOR ADDITIONAL EXTERIOR FINISH MATERIALS.
3. ALL VISIBLE EXTERIOR FLASHINGS TO BE PRE-FINISHED METAL. DARK BROWN ALUM. ALL EXTERIOR METAL FLASHINGS TO BE OIL-FINISHED METAL. ALL EXPOSED GALVANIZED METAL TO MATCH GALVANIZED MATERIAL. FINISH CLOSE.
4. SUB-CONTRACTORS TO PROVIDE 1/2" X 1/2" MIN. SAMPLE OF ALL FINISH MATERIALS FOR OWNER'S REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
5. IDENTIFY ALL FINISH MATERIAL SELECTION AND COLORS WITH OWNER PRIOR TO SHOPPING AND INSTALLATION.
6. OWNER OPTION HORIZONTAL SIDING AND TRIM TO BE DARKER HORIZONTALS OF FRESH COAT SIDING AND TRIM. ALL SIDING AND TRIM TO BE OIL-FINISHED METAL OR PRE-FINISHED AND PAINTED.
7. ALL UTILITIES TO BE SCHEDULED AS BELOW GRACE. COORDINATE WITH MECHANICAL DRAWINGS AS REQUIRED.
8. ALL FINISH MATERIALS TO BE SUPPLIED PER MANUFACTURER SPECIFICATIONS. SETS BE REQUIREMENTS AND PER CURRENTLY ACCEPTED CONSTRUCTION PRACTICES.

**EXTERIOR FINISH SCHEDULE**

ALL BUILDINGS			
MATERIAL	MPN / COLOR	MATERIAL	FINISH COLOR
ASPHALT SHINGLE	MANUFACTURER'S CAP COLOR: TARDIANE WOOD SHADOW 3828/3922	VINYL WINDOW FRAME	MANUFACTURER COLOR: ALUMINO
PAINTED HORIZONTAL FACIAL & SOFFIT	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN	WINDOW GLAZING	COLOR: CLEAR INSULATED
PAINTED HORIZONTAL BOARD & BUTTER SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN	METAL FLASHING	POWDER COAT COLOR: BLACK
PRE-FINISHED METAL CLUTTER & DOWNPOUT	COLOR TO MATCH SWATCH / WOOD SHED	METAL BRACING STRIPPERS & TALKING	POWDER COAT COLOR: BLACK
STONE VENER	MPN: SPECTRA WILLOW COLOR: COLUMBIAN LIDESTONE ASPEN	EXPOSED METAL FLASHING	FACTORY PRE-FINISHED COLOR: DARK BROWN
<b>COLOR PALLET A</b>			
MATERIAL	MPN / COLOR	MATERIAL	FINISH COLOR
PAINTED HORIZONTAL BOARD & BUTTER SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN	PAINTED HORIZONTAL LAP SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN
<b>COLOR PALLET B</b>			
MATERIAL	MPN / COLOR	MATERIAL	FINISH COLOR
PAINTED HORIZONTAL BOARD & BUTTER SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN	PAINTED HORIZONTAL LAP SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN
<b>COLOR PALLET C</b>			
MATERIAL	MPN / COLOR	MATERIAL	FINISH COLOR
PAINTED HORIZONTAL BOARD & BUTTER SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN	PAINTED HORIZONTAL LAP SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN
<b>COLOR PALLET D</b>			
MATERIAL	MPN / COLOR	MATERIAL	FINISH COLOR
PAINTED HORIZONTAL BOARD & BUTTER SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN	PAINTED HORIZONTAL LAP SIDING	MPN: SPECTRA WILLOW PAINT NUMBER: SW7432 COLOR NAME: WILD SWAN

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



FILE  
DATE: MARCH 15, 2018  
BY: TS-322 ASD  
FOR: ROB TABALA, AIA

REVISIONS  
SHEET  
**DR3.2**  
APARTMENT BUILDING TYPE 3-1 EXTERIOR ELEVATIONS

# KELLEHER 4-PLEXES

# COLOR PALLET A



**TYPICAL ELEVATION**

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

# KELLEHER 4-PLEXES

# COLOR PALLET B



**TYPICAL ELEVATION**

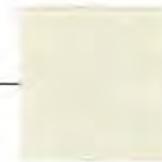
SCALE: 1/8" = 1'-0"

# KELLEHER 4-PLEXES

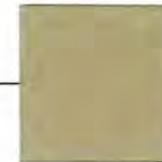
## COLOR PALLET C



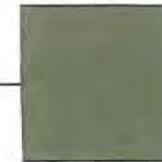
MATERIAL: ASPHALT SHINGLE ROOF  
 MANUFACTURER: GAF TIMBERLINE NATURAL SHADOW  
 COLOR: BARKWOOD



MATERIAL: HARDBOARD FASCIA, HARDBOARD SOFFIT, CORBELS, PREFINISHED METAL GUTTER & DOWNSPOUTS, PAINTED HARDBOARD DOOR & WINDOW TRIM, PAINTED HARDBOARD BELLY BANDS  
 MANUFACTURER: SHERWIN WILLIAMS  
 COLOR: SW6148 WOOL SKEIN



MATERIAL: PAINTED HARDBOARD BOARD & BATTEN SIDING  
 MANUFACTURER: SHERWIN WILLIAMS  
 COLOR: SW7540 ARTISAN TAN



MATERIAL: PAINTED HARDBOARD LAP SIDING  
 MANUFACTURER: SHERWIN WILLIAMS  
 COLOR: SW6151 QUIVER TAN



MATERIAL: STONE VENEER  
 MANUFACTURER: BORAL CULTURED STONE  
 COLOR: COUNTRY LEDGESTONE ASPEN

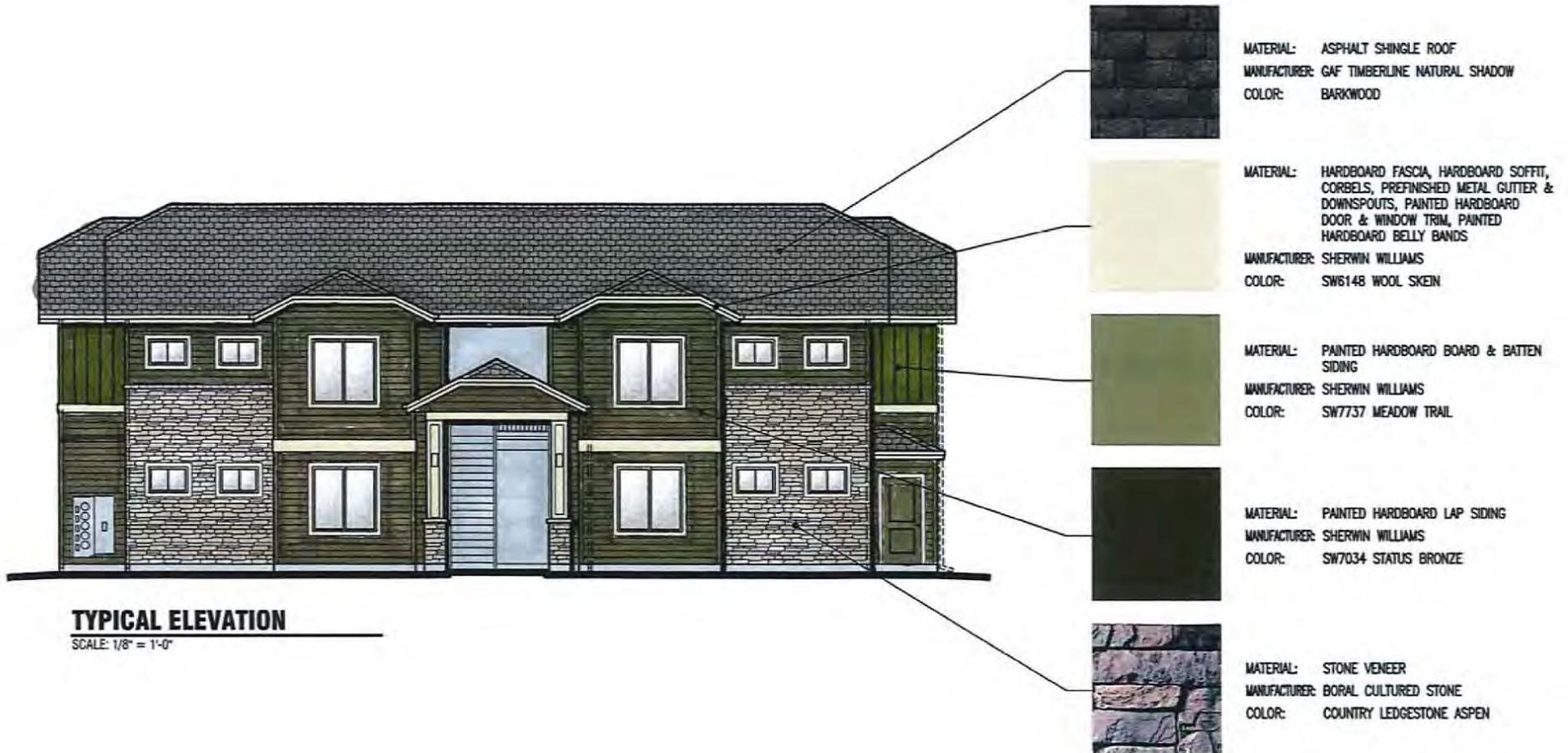
### TYPICAL ELEVATION

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



# KELLEHER 4-PLEXES

# COLOR PALLET D



MATERIAL: ASPHALT SHINGLE ROOF  
 MANUFACTURER: GAF TIMBERLINE NATURAL SHADOW  
 COLOR: BARKWOOD

MATERIAL: HARDBOARD FASCIA, HARDBOARD SOFFIT, CORBELS, PREFINISHED METAL GUTTER & DOWNSPOUTS, PAINTED HARDBOARD DOOR & WINDOW TRIM, PAINTED HARDBOARD BELLY BANDS  
 MANUFACTURER: SHERWIN WILLIAMS  
 COLOR: SW6148 WOOL SKEIN

MATERIAL: PAINTED HARDBOARD BOARD & BATTEN SIDING  
 MANUFACTURER: SHERWIN WILLIAMS  
 COLOR: SW7737 MEADOW TRAIL

MATERIAL: PAINTED HARDBOARD LAP SIDING  
 MANUFACTURER: SHERWIN WILLIAMS  
 COLOR: SW7034 STATUS BRONZE

MATERIAL: STONE VENEER  
 MANUFACTURER: BORAL CULTURED STONE  
 COLOR: COUNTRY LEDGESTONE ASPEN

## TYPICAL ELEVATION

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



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

# LuxMaster® Series 53

## Area Lighting

70-150W HPS

### PRODUCT OVERVIEW



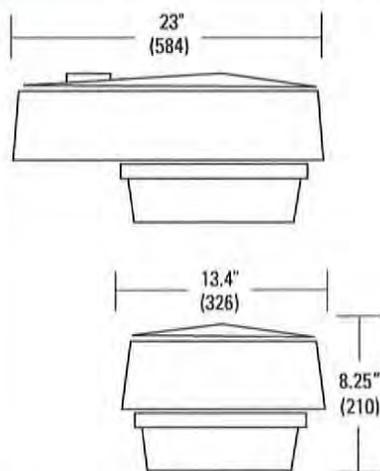
#### Features:

- 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

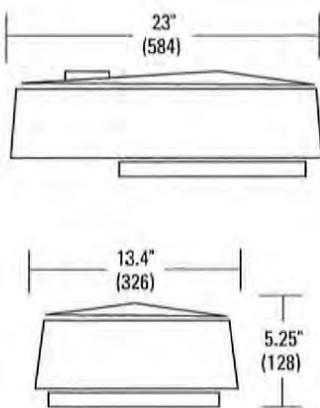
#### Applications:

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

#### DIMENSIONS



**Effective Projected Area (EPA)**  
The EPA for the LuxMaster® Series 53 with refractor 1.4 sq. ft.  
Approx Wt = 30 lbs.



**Effective Projected Area (EPA)**  
The EPA for the LuxMaster® Series 53 with flat lens is 1.1 sq. ft.

#### 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

### ORDERING INFORMATION

Example: 53 15S CA MT1 R3 FG LC PC

Series	Wattage / Source		Ballast	Voltage	Distribution
53 LuxMaster Shoebox	07 70W	S HPS	<b>RN</b> Reactor Normal Power Factor	120 120V 208 208V 240 240V 277 277V	<b>R2</b> Roadway Type II <b>R3</b> Roadway Type III  <i>Refer to optical matrix below for compatibility</i>
	10 100W		<b>RH</b> Reactor High Power Factor	347 347V 480 480V	
	15 150W		<b>XN</b> High Reactance / Lag Normal Power Factor	<b>MT1</b> Multi-tap Wired 120V	
	17 175W		<b>XH</b> High Reactance / Lag High Power Factor	<b>MT2</b> Multi-tap Wired 240V <b>MT7</b> Multi-tap Wired 277V	
			<b>CA</b> CWA Auto Reg	<b>TT3</b> Tri-tap Wired 347V	
			<b>MR</b> Mag Reg (3 coil)	<b>DT2</b> Dual Tap 120/240 Wired 240V	
			<b>CT</b> CWI	<b>DT4</b> Dual Tap 240/480 Wired 480V	
			<b>SC</b> SCWA		

Optics
<b>DA</b> Drop Acrylic Prismatic Refractor
<b>DP</b> Drop Polycarbonate Prismatic Refractor
<b>FG</b> Flat Glass Clear Tempered <sup>1</sup>

Options
---------

**Mounting**

- (blank) Internal fitter (1-1/4")
- M2** Internal fitter (pre-set 2")

**Paint** <sup>2</sup>

- (blank) Bronze (standard)
- BK** Black
- DDB** Dark Bronze
- GY** Gray
- WH** White

**Terminal Block**

- (blank) Terminal Block (standard)
- T2** Wired to L1 & L2 Positions
- T3** 3 Wire Operation (L1, N, L2 Position)

**Fusing** <sup>3</sup>

- SF** Single Fuse (120, 277, 347V)
- DF** Double Fuse (208, 220, 240, 480V)

**Photocontrol Receptacle**

- (blank) NEMA Photocontrol Receptacle (standard)
- NR** No Photocontrol Receptacle <sup>4</sup>

**Lamp**

- LC** Lamp Included, Clear
- LD** Lamp Included, Deluxe

**Starter**

- (blank) Open Board (standard)
- EC** Encapsulated Plug-in
- OP** Open Plug-in
- PS** Protected/Auto Shutoff <sup>5</sup>

**Listing**

- (blank) UL Listed (standard)
- CS** CSA Certified
- XL** No Listing

**Misc.**

- PC** Photocontrol Included per Voltage Specified <sup>4</sup>
- SS** Stainless Steel Fasteners (external)
- HS** House Side Shield
- LA** Lightning Arrestor (Void UL/CSA Listed Options)
- SH** Shorting Cap <sup>4</sup>
- HK** Hinge Keeper
- NL** NEMA Label on Housing

**Notes:**

- Nighttime Friendly™ optic
- Other colors available, please contact your local American Electric Lighting representative
- Voids UL/CSA Certified Options and not available in MT, TT, and DT voltages
- PC and SH not available with NR option
- Limited availability, please contact your local American Electric Lighting representative

**Optic Distribution**

	R2 DA	R3 DA	R2 DP	R3 DP	R2 FG	R3 FG
<b>07S</b>	▲	▲	▲	▲	▲	▲
<b>10S</b>	▲	▲	▲	▲	▲	▲
<b>15S</b>	▲	▲	▲	▲	▲	▲



# LuxMaster® Series 53

Area Lighting  
70-150W HPS

## BALLAST MATRIX

### LuxMaster® Series 53

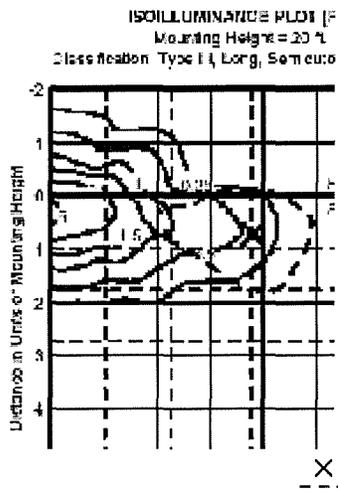
Watts	120	208	240	277	347	480	DT2
07S	CA,CT,MR,RH,RN	CA,CT,MR,XH,XN	CA,CT,MR,XH,XN	CA,XH,XN	CA,CT,XH,XN	XH	CA,CT,MR,XH,XN
10S	CA,CT,MR,RH,RN	CA,CT,MR,RH,RN	CA,CT,MR,RH,RN	CA,XH,XN	XH,XN	CA	CA,CT,MR,XH,XN
15S	CA,CT,RN,RH	CA,CT,XH,XN	CA,CT,XH,XN	CA,XH,XN	CA	CA	CA,CT,XH,XN

### LuxMaster® Series 53 continued

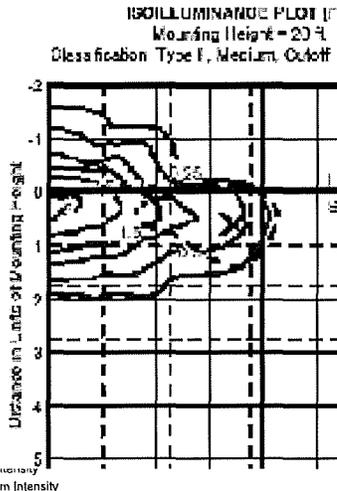
Watts	MT1	MT2	MT7	TT3
07S	CA,XN,XH	CA,XN,XH	CA,XN,XH	XN,XH
10S	CA,XN,XH	CA,XN,XH	CA,XN,XH	XN,XH
15S	CA,XH,XN	CA,XN,XH	CA,XN,XH	XH,XN

## PHOTOMETRICS

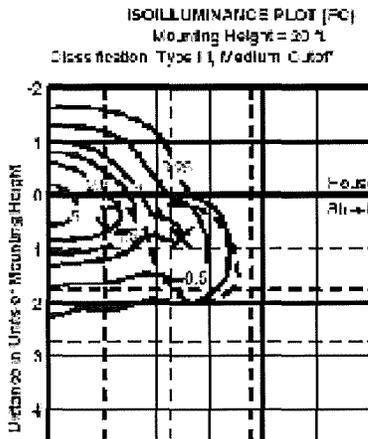
53 15S R3 DP



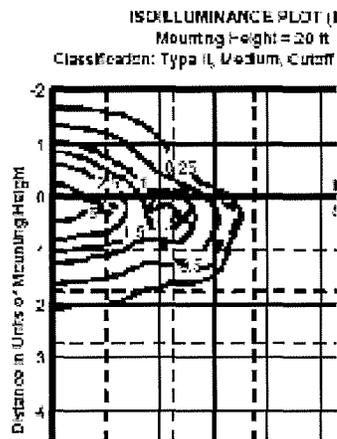
53 15S R2 DA



53 15S R3 FG



53 15S R2 FG





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.

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.

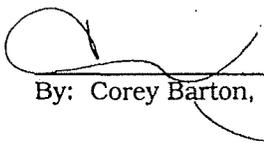
Neither the Chapparosa Homeowners Association Board, ACC committee, nor any homeowner in Chapparosa Ridge Subdivision #1 or #2 (which is platted at Kelleher) have any authority over Lot 8, Block 1 and more specifically no authority in any future use or architectural controls including but not limited 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 26<sup>th</sup> day of February 2007.

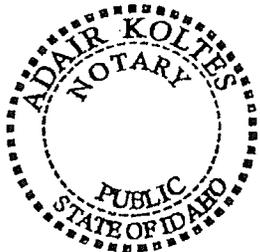
DYVER DEVELOPMENT, LLC,  
An Idaho Limited Liability Company

  
By: Corey Barton, Its Managing Member

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 26<sup>th</sup> 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

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

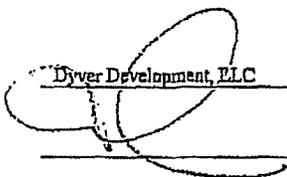
whose address is 2364 S. Titanium, Meridian, Idaho 83642

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.

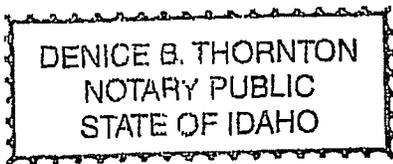
Dated: February 8, 2007

  
Dyver Development, LLC

\_\_\_\_\_

STATE OF Idaho, County of Ada, ss

On this 8<sup>th</sup> 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



# 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 29<sup>th</sup> 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

  
\_\_\_\_\_  
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:

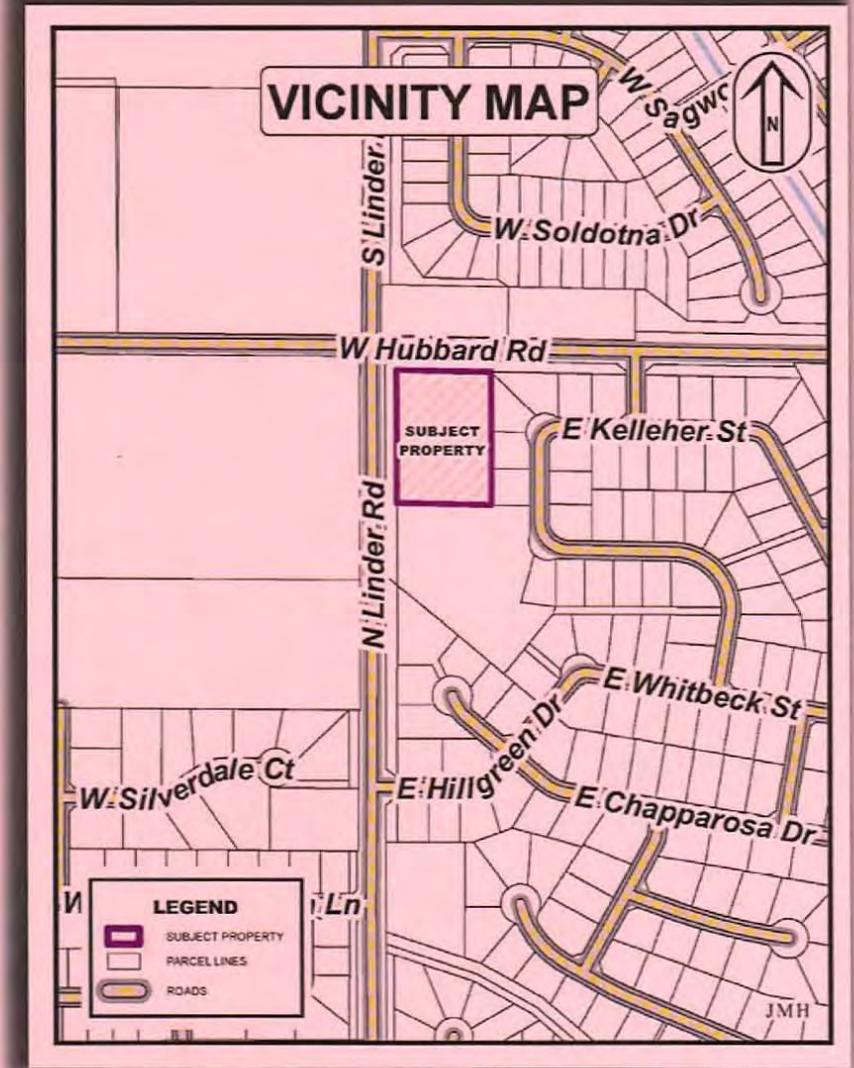
An **Appeal** request from Trilogy Development, Inc to appeal the Planning and Zoning Commissions' decision to deny Case **No. 18-12-DR (Design Review)** for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. The subject site located on the south 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 4<sup>th</sup> 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 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

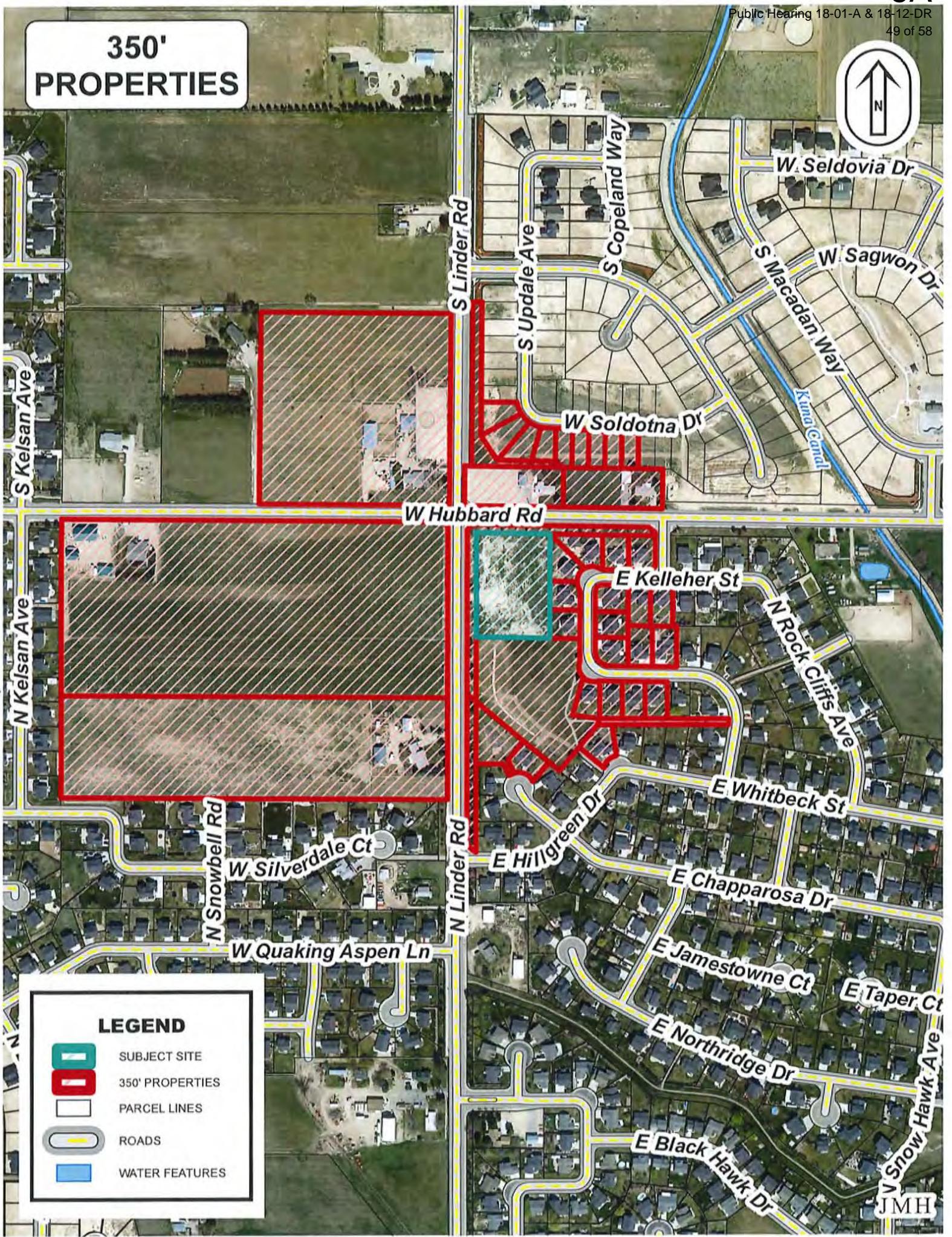
**Douglas Martin**  
292 E Chapparosa Dr  
Kuna, ID 83634

**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 MICAELE 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**

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**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 29<sup>th</sup>, 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 4<sup>th</sup> St  
Kuna, ID 83634  
[jhellman@kunaid.gov](mailto: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. 4<sup>th</sup> 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 4<sup>th</sup> 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

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*(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  
P.O. BOX 13  
KUNA ID 83634

Start: 08/29/2018 Stop: 08/29/2018  
Times Ord: 1 Times Run: \*\*\*  
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  
Phone: (208)387-7727  
Fax#:  
Email: awelker@kunaaid.gov; gsmith@k  
Agency:

Ad Descrpt: 18-01-A, 18-12-DR, ETC.  
Given by: JACE HELLMAN  
P.O. #:  
Created: sje14 08/25/18 11:01  
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  
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Subdivision No. 2

*Looks great*

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Kuna Planning & Zoning  
Department

August 29, 2018 1805376



**LEGAL NOTICE**

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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 4<sup>th</sup> day of September, 2018.

Signature,

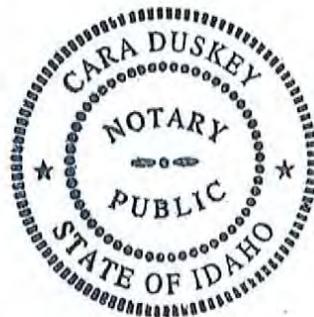
*James B. Soren*  
Owner/Developer/Representative

STATE OF IDAHO )  
 ) : ss  
County of Ada )

On this 4<sup>th</sup> 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



# 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.

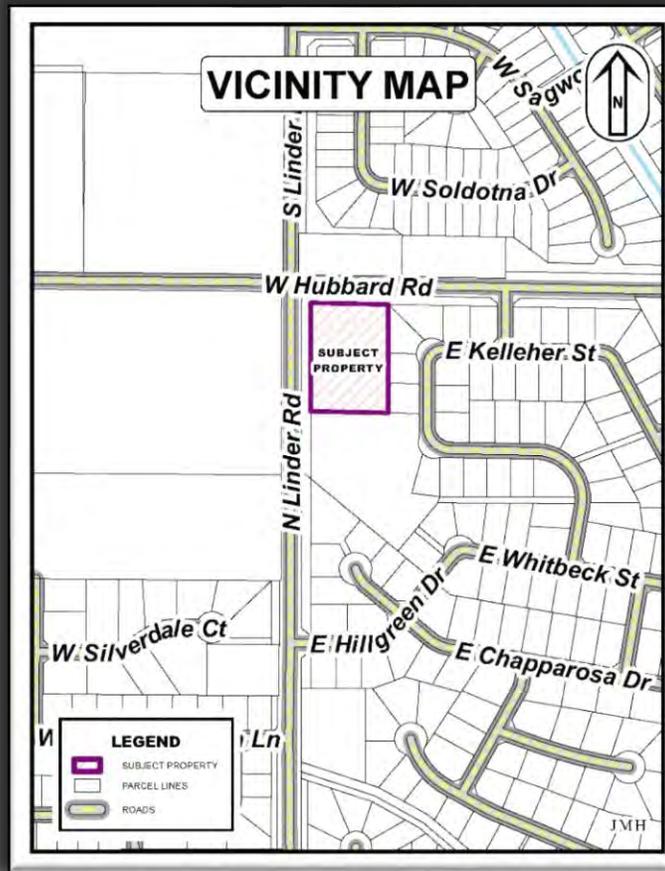
**Planner:** Jace Hellman, Planner II

**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](mailto:jsuggs@whpacific.com)



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- A. Process and Noticing
- B. Applicants Request
- C. Exhibit Maps
- D. Site History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Procedural Background
- I. Factual Summary
- J. Proposed Findings of Fact
- K. Proposed Comprehensive Plan Analysis
- L. Proposed Kuna City Code Analysis
- M. Proposed Conclusions of Law
- N. Commission’s Recommendation of Denial
- O. Determination by the Council

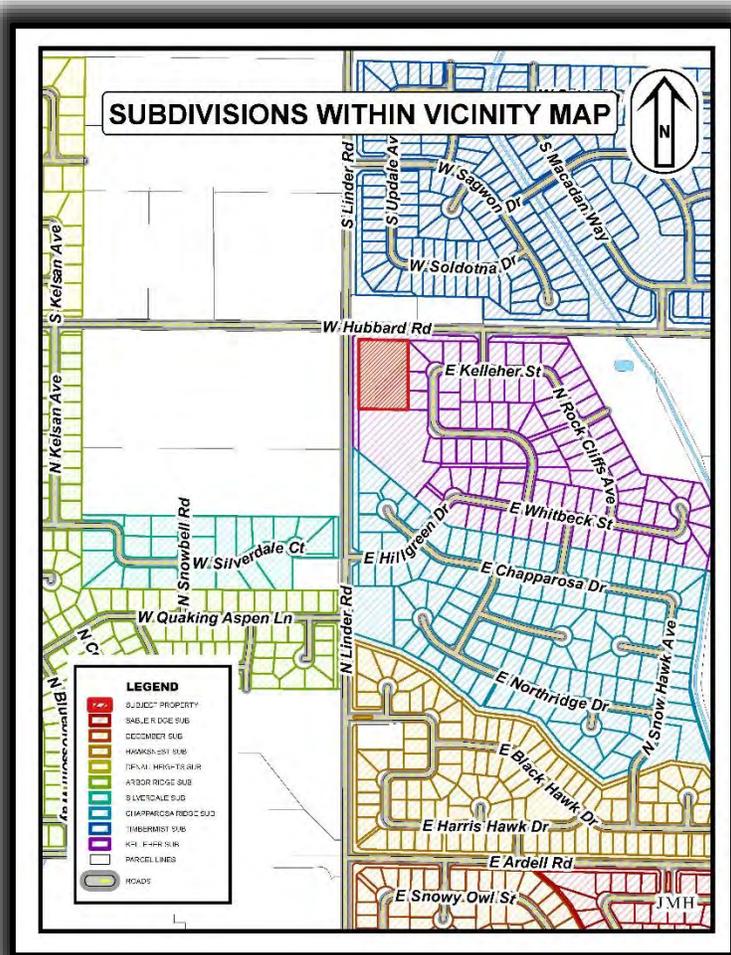
**A. Process and Noticing:**

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)





**D. Site History:**

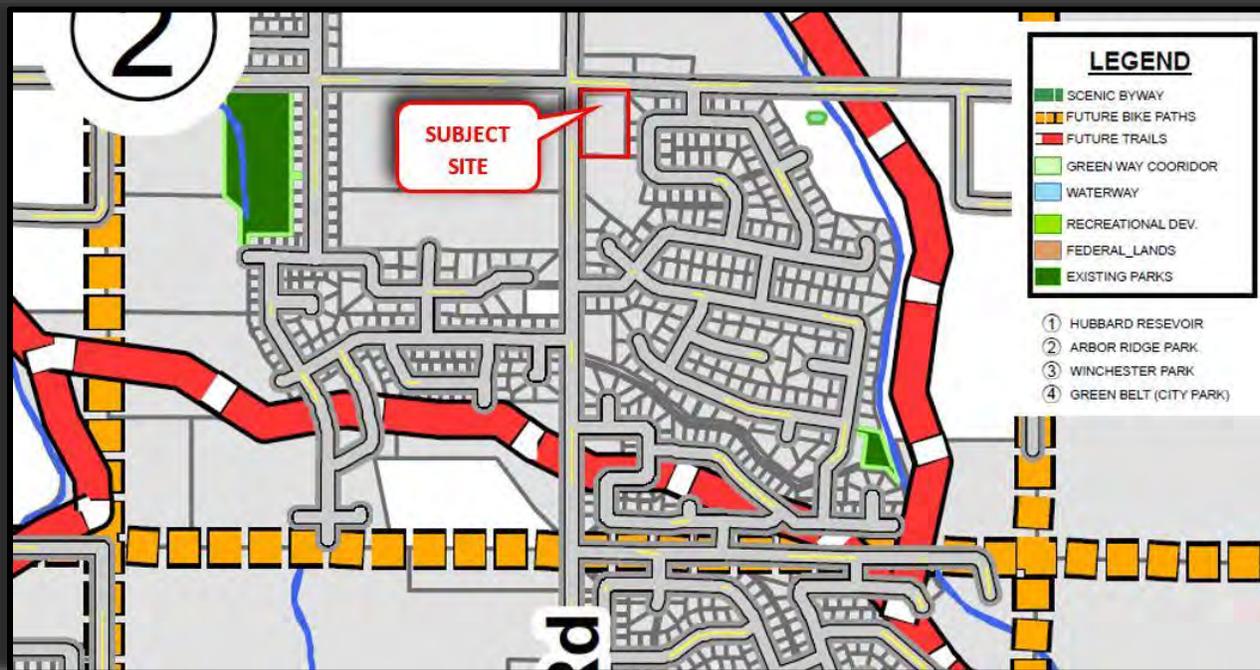
This parcel is lot 8 block 1 of Kelleher Subdivision. The original final plat for Kelleher Subdivision was recorded on October 12, 2006. Note ten on the original final plat identifies the subject property as a designated commercial property. In 2017, a previous owner went through the public hearing process 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 18<sup>th</sup> 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. <b>ANY</b> 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: <ul style="list-style-type: none"> <li>◇ Topography at two foot (2') intervals</li> <li>◇ Land uses (location, layout, types &amp; dimensions): residential, commercial &amp; industrial land uses.</li> <li>◇ Street right-of-ways: dimensions of right-of-way dedication for all roadways, street sections, improvements, etc.</li> <li>◇ Easements/common space: utility easements, parks, community spaces</li> <li>◇ Lots: layout and dimensions of lots</li> <li>◇ 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..</li> </ul>	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.*

**received**  
3.30.18

Exhibit  
A2



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

### Final Plat Checklist

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

<b>Project name:</b> Kelleher Subdivision No. 2	<b>Applicant:</b> 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  
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Kuna, Idaho 83634  
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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	Kellogg sub no. 2
Date Received	3.30.18
Date Accepted/ Complete	4.20.18
Cross Reference Files	
Commission Hearing Date	June 26 <sup>th</sup> , 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: *Jane Segr* Date: 3/28/18





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



# 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

Exhibit

ASC

ACCOMMODATION

97A 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 19<sup>th</sup> 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 **Unightly Articles.** No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the

generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in 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 for 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 Chapparosa 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 Records 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;

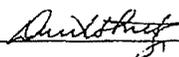
Thence North 71°46'15" West (formerly South 71°49'01" East) along said northerly boundary line of Hawksnest Subdivision No. 1 a distance of 283.96 feet to the POINT OF BEGINNING.

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

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ACCOMMODATION

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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 26<sup>th</sup> day of February 2007.

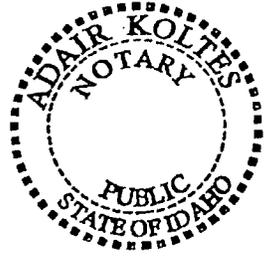
DYVER DEVELOPMENT, LLC,  
An Idaho Limited Liability Company

[Signature]  
By: Corey Barton, Its Managing Member

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 26<sup>th</sup> 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

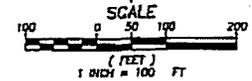
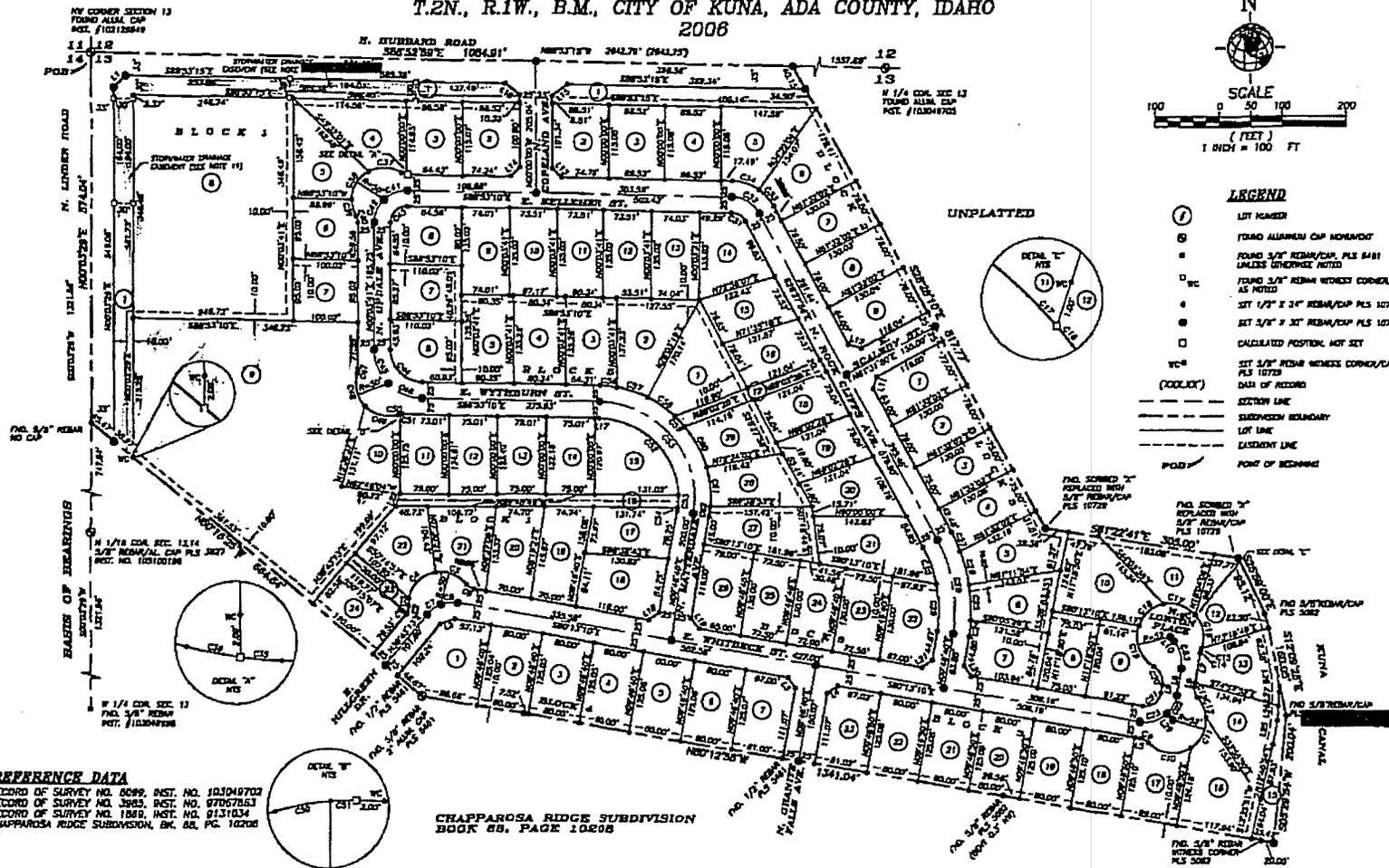
Inst # 1061162930

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



**LEGEND**

- ① LOT NUMBER
- FOUND ALIQUOT CAP MONUMENT
- FOUND 5/8" REBAR/CP PLS #4#1 UNLESS OTHERWISE NOTED
- FOUND 3/4" REBAR W/OUT CORNER AS NOTED
- SET 1/2" x 3" REBAR/CP PLS 10728
- SET 3/8" x 3" REBAR/CP PLS 10728
- CALCULATED POSITION NOT SET
- SET 5/8" REBAR W/OUT CORNER/CP PLS 10728
- (○○○○○) DATA OF RECORD
- SECTION LINE
- - - SUBDIVISION BOUNDARY
- LOT LINE
- - - EASEMENT LINE
- POB POINT OF BEGINNING

Exhibit "A"

**REFERENCE DATA**  
 RECORD OF SURVEY NO. 6099, INST. NO. 10304702  
 RECORD OF SURVEY NO. 3983, INST. NO. 97067863  
 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**  
 3120 S. Owyhee St.  
 Boise, Idaho 83703-4788  
 (208) 358-8100  
 (208) 358-8233 Fax  
 w@whps.com

Planners • Engineers • Surveyors • Landscape Architects

# 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  
2008

LOT	AREA	PERCENTAGE
1	0.10	0.10
2	0.10	0.10
3	0.10	0.10
4	0.10	0.10
5	0.10	0.10
6	0.10	0.10
7	0.10	0.10
8	0.10	0.10
9	0.10	0.10
10	0.10	0.10
11	0.10	0.10
12	0.10	0.10
13	0.10	0.10
14	0.10	0.10
15	0.10	0.10
16	0.10	0.10
17	0.10	0.10
18	0.10	0.10
19	0.10	0.10
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21	0.10	0.10
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47	0.10	0.10
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84	0.10	0.10
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96	0.10	0.10
97	0.10	0.10
98	0.10	0.10
99	0.10	0.10
100	0.10	0.10

LOT	AREA	PERCENTAGE
1	0.10	0.10
2	0.10	0.10
3	0.10	0.10
4	0.10	0.10
5	0.10	0.10
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88	0.10	0.10
89	0.10	0.10
90	0.10	0.10
91	0.10	0.10
92	0.10	0.10
93	0.10	0.10
94	0.10	0.10
95	0.10	0.10
96	0.10	0.10
97	0.10	0.10
98	0.10	0.10
99	0.10	0.10
100	0.10	0.10

**NOTES**

1. LOT 1, BLOCK 1, LOT 4, BLOCK 2, LOT 8, BLOCK 3, LOT 16, BLOCK 4, LOT 24, BLOCK 5, AND LOT 32, BLOCK 6 ARE COMMON AREA LOTS FOR THE PURPOSE OF UTILITIES, LANDSCAPE, RETENTION POND AND/OR IMPROVEMENTS ELEMENTS AS SHOWN AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. LANDSCAPE OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. LOTS SHALL REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS WHICH MAY ADVERSELY IMPACT THE DRAINAGE SYSTEM.
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 THESE PORTIONS OF THE SIDEWALK LINES OUTSIDE THE RIGHT-OF-WAY HAS BEEN RECORDED AS INSTRUMENT NO. 1068465.
4. THIS DEVELOPMENT RECOGNIZES SECTION 23-1503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION OR AN APPOINTMENT TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY ENHANCED CONDITIONS BY 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 UNLESSWER NUISANCE RESULTS FROM THE APPROVAL OR RECEIPT OF OPERATION OF ANY AGRICULTURAL OPERATION OR APPOINTMENT TO IT."
5. IRRIGATION WATER HAS BEEN PROVIDED FROM NEW YORK IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 21-30001. LOTS WITHIN THE SUBDIVISION WILL BE EXEMPTED TO IRRIGATION WATER NOTICE AND WILL BE ELIGIBLE FOR ASSESSMENTS FROM NEW YORK IRRIGATION DISTRICT, ON THEIR ASSESS.
6. ANY REDEVELOPMENT OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE REDEVELOPMENT.
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. EXISTING LOT ACCESS TO N. LINCOLN ROAD AND E. HERRING 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 EXCHANGE, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. LOT 4, BLOCK 1 IS DESIGNATED AS A COMMERCIAL LOT TO BE OWNED AND MAINTAINED BY DANWOOD ENTERPRISES, LLC.
11. ALL OF LOTS 6 AND 22 BLOCK 1, AND LOT 17 BLOCK 3, AND A PORTION OF LOT 3 BLOCK 4 AS SHOWN ON THE FACE OF THIS PLAN ARE SUBJECT TO AND CONTAIN THE NEW YORK WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT CERTAIN MASTER PROPERTY, STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 5, 2008 AS INSTRUMENT NO. 10684611. OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREBY BY THIS INSTRUMENT AS IF SET FORTH IN FULL (THE "MASTERS EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACQUA PURSUANT TO SECTION 40-2002 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

Exhibit "A"



**W&H PACTIC**  
3120 S. Owyhee BL  
Halsey, Idaho 83725-4700  
Phone: 208-348-5400  
Fax: 208-348-8253  
www.wandh.com

Planners • Engineers • Surveyors • Landscape Architects

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

[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 98 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.

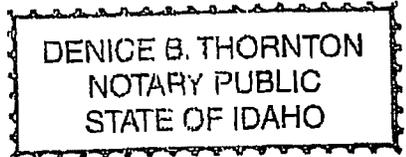
Dated: February 8, 2007

Dyver Development, LLC

\_\_\_\_\_

STATE OF Idaho, County of Ada, ss

On this 8<sup>th</sup> 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

3



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 2<sup>nd</sup> 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:**

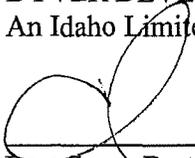
ARTICLE V

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 2<sup>nd</sup> day of March 2007.

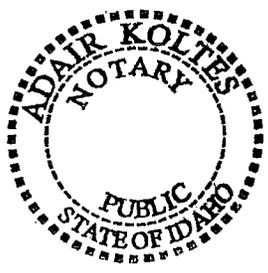
DYVER DEVELOPMENT, LLC,  
An Idaho Limited Liability Company

  
By: Corey Barton, Its Managing Member

STATE OF IDAHO            )  
  ) ss.  
County of Ada                )

On this 2<sup>nd</sup> 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

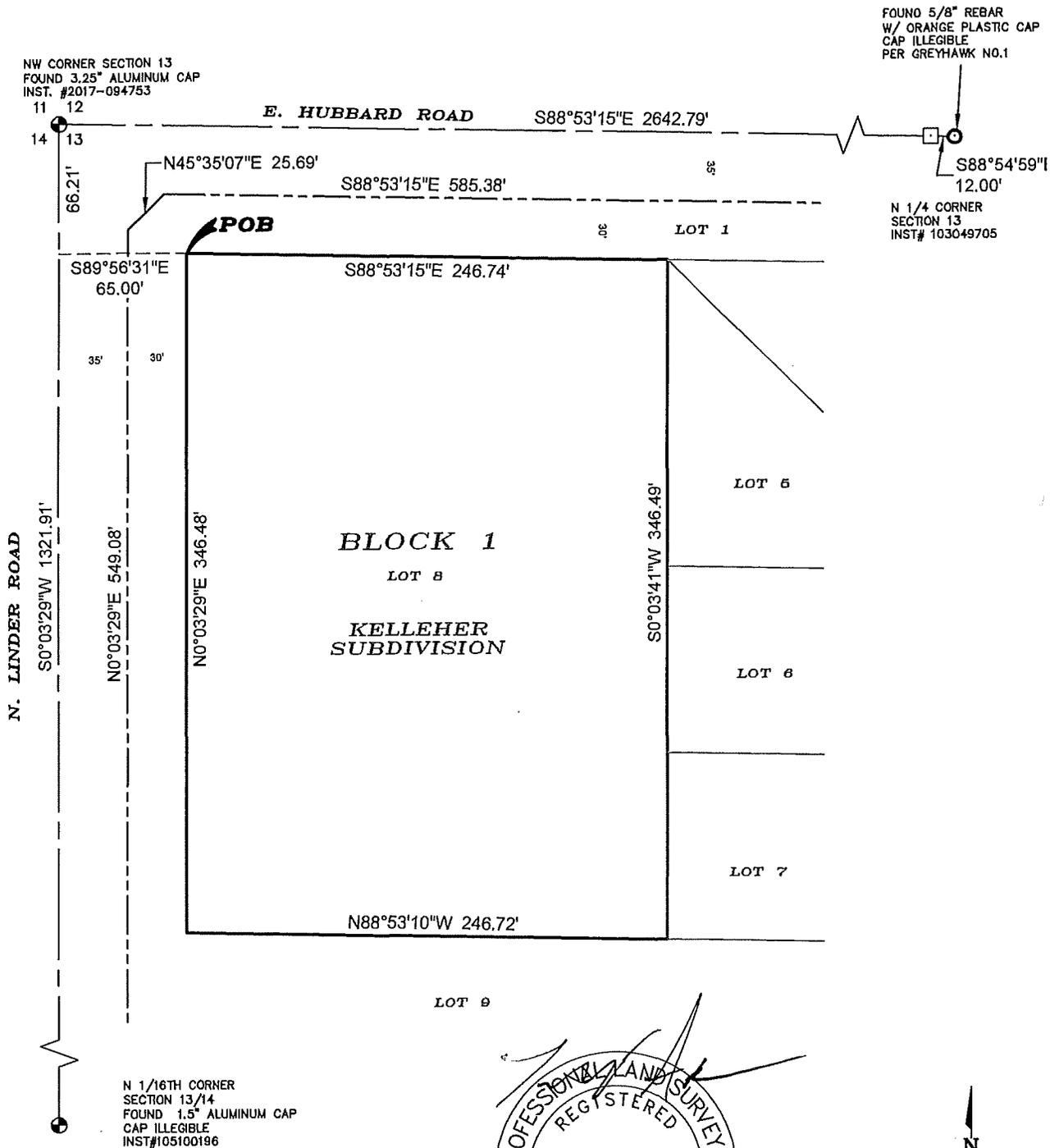


License No. 10729



# 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

ACCOMMODATING  
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

Exhibit  
A2e

JRL Properties L.P., an Idaho limited partnership

By: \_\_\_\_\_  
John A. Laude Sr., General Partner

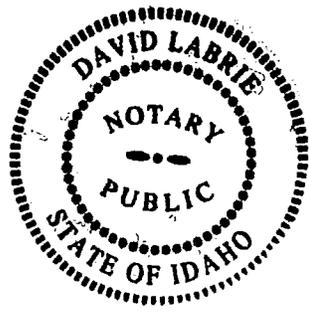
Glasgow Enterprises, L.L.C., an Idaho limited liability company

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.

David Labrie, 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 17<sup>th</sup> 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

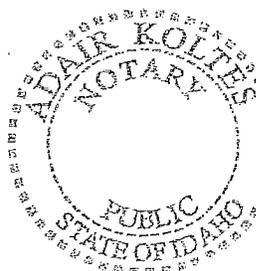
[Signature]  
Signature

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

Adair Koltjes  
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. 4<sup>th</sup> 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 written in a cursive, flowing style. Below the signature, the name "Jane Suggs" is printed in a simple, black, sans-serif font.

Jane Suggs

cc: Shawn Brownlee



# City of Kuna COMMITMENT TO PROPERTY POSTING

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

Exhibit  
A20

**PROPOSED USE:**

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

<b>Application Type</b>	<b>Brief Description</b>
Annexation	_____
Re-zone	_____
Subdivision (Sketch Plat and/or Prelim. Plat)	<u>Preliminary &amp; 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:**

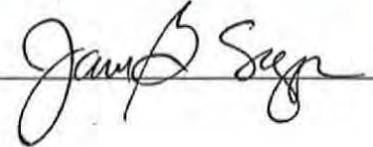
Name: Jane Suggs / WHPacific, Inc.

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	hwotfgmail@gmail.com
2.	Jim & Vicki Clark	2965 N. Linder Rd.	
3.	Matt Foley	2877 N Update	MattFoley@hotmail.com
4.			
5.			
6.			
7.			
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9.			
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11.			
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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,

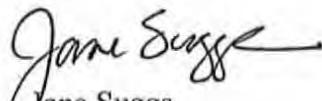
You and your family are invited to attend a neighborhood meeting to discuss a new subdivision proposed for the southeast corner of Hubbard Road and Linder Road. This 1.96 acre parcel is also described as Lot 8, Block 1 of the Kelleher Subdivision.

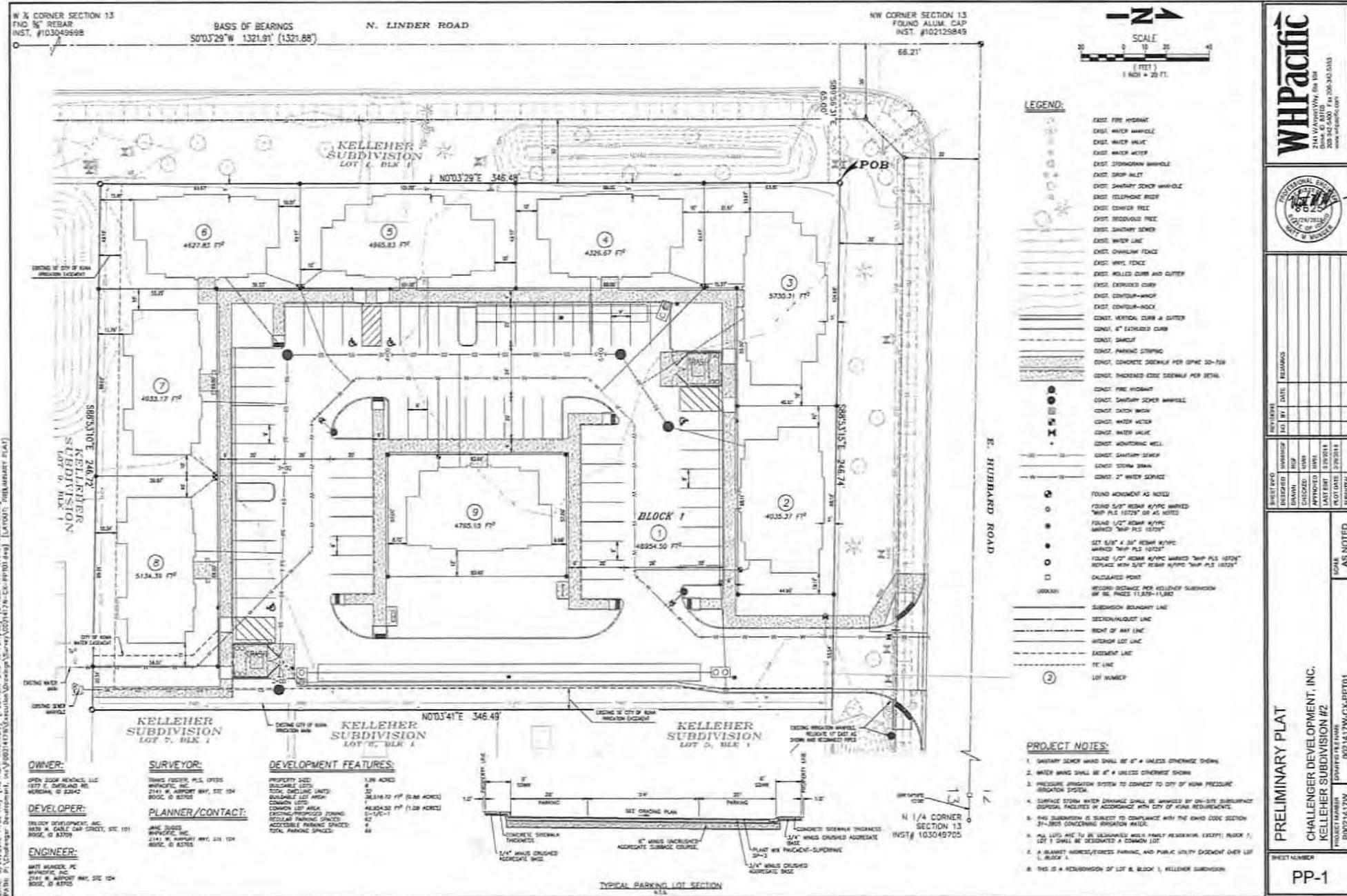
You may recall being notified last year about a development at this location. That neighborhood meeting notification was about rezoning the subject property to neighborhood commercial (C-1), for the development of 4-plex units. The 4-plexes are an allowable use in the C-1 zone, subject to design review.

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](mailto:jsuggs@whpacific.com).

Sincerely,

  
Jane Suggs  
Planner



**WHPacific**  
WASH. STATE LICENSE # 1001  
DANA G. WATSON, PLS. 1001  
209-942-5400 Fax 209-343-0343  
www.whpacific.com



REVISION	DATE	REASON

DATE	DESCRIPTION	BY	DATE

**PRELIMINARY PLAT**  
CHALLENGER DEVELOPMENT, INC.  
KELLEHER SUBDIVISION #2  
PROJECT NUMBER: 18021417W-02-PP101  
DATE: 08/21/18

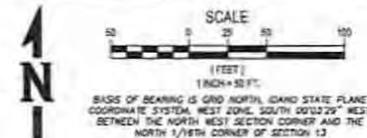
**PP-1**

Exhibit  
A20

# KELLEHER SUBDIVISION NO. 2

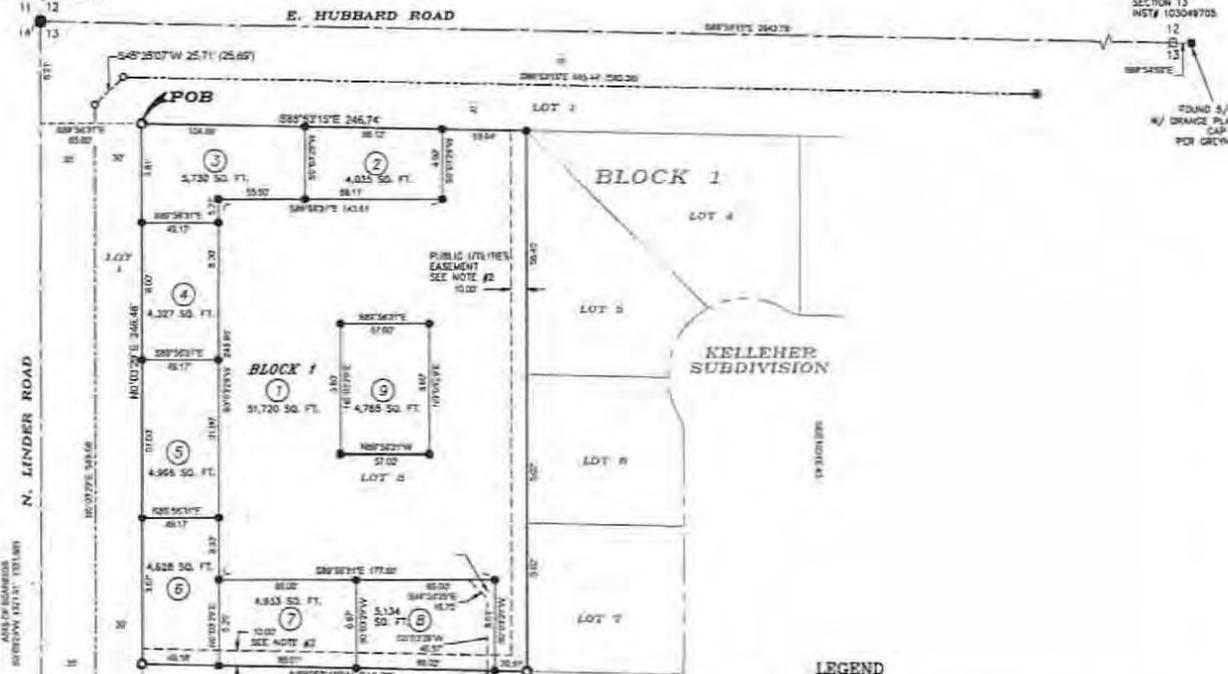
## REPLAT OF LOT 8 BLK 1 OF KELLEHER SUBDIVISION

### A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 13, T.2.N, R.1.W., B.M. CITY OF KUNA, ADA COUNTY, IDAHO 2018



NW CORNER SECTION 13  
FOUND 3.25" ALUMINUM CAP  
INST. #2017-084753

N 1/4 CORNER SECTION 13  
INST. #103049705



- #### NOTES
- 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 HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
  - 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 BK#2, PAGES 11979-11982.
  - THE EASTERLY PROPERTY LINE OF LOT 8 IS SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES AS SHOWN ON THIS PLAT.
  - 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.
  - LOT 1, BLOCK 1 SHALL CONTAIN A BLANKET INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT.
  - THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION OF AN APURTENANCE 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 UNLESS NUISANCE RESULTS FROM THE IMPROPER OR NEGLECTFUL OPERATION OF ANY AGRICULTURAL OPERATION OR APURTENANCE TO IT."
  - IRRIGATION WATER HAS BEEN PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 21-3805(1)(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ALL IRRIGATION ASSESSMENTS.
  - ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
  - 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.
  - DIRECT LOT ACCESS TO N. LINDER ROAD AND E HUBBARD ROAD BY ANY LOT, IS PROHIBITED, EXCEPT AS SHOWN.
  - THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. \_\_\_\_\_ RECORDS OF ADA COUNTY, IDAHO.
  - 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.
  - 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 3/8" REBAR W/IPC MARKED "WHP PLS 10729" OR AS NOTED
  - FOUND 1/2" REBAR W/IPC MARKED "WHP PLS 10729"
  - SET 3/8" X 30" REBAR W/IPC MARKED "WHP PLS 10729"
  - FOUND 1/2" REBAR W/IPC MARKED "WHP PLS 10729" REPLACE WITH 3/8" REBAR W/IPC "WHP PLS 10729"
  - CALCULATED POINT
  - (XXX.XX) RECORD DISTANCE PER KELLEHER SUBDIVISION BK #2, PAGES 11,879-11,882
  - SUBDIVISION BOUNDARY LINE
  - - - SECTION/ALLOT LINE
  - RIGHT OF WAY LINE
  - - - INTERIOR LOT LINE
  - - - EASEMENT LINE
  - TIE 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 96, 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. 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.

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 } SS  
COUNTY OF ADA }

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

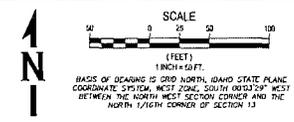




# KELLEHER SUBDIVISION NO. 2

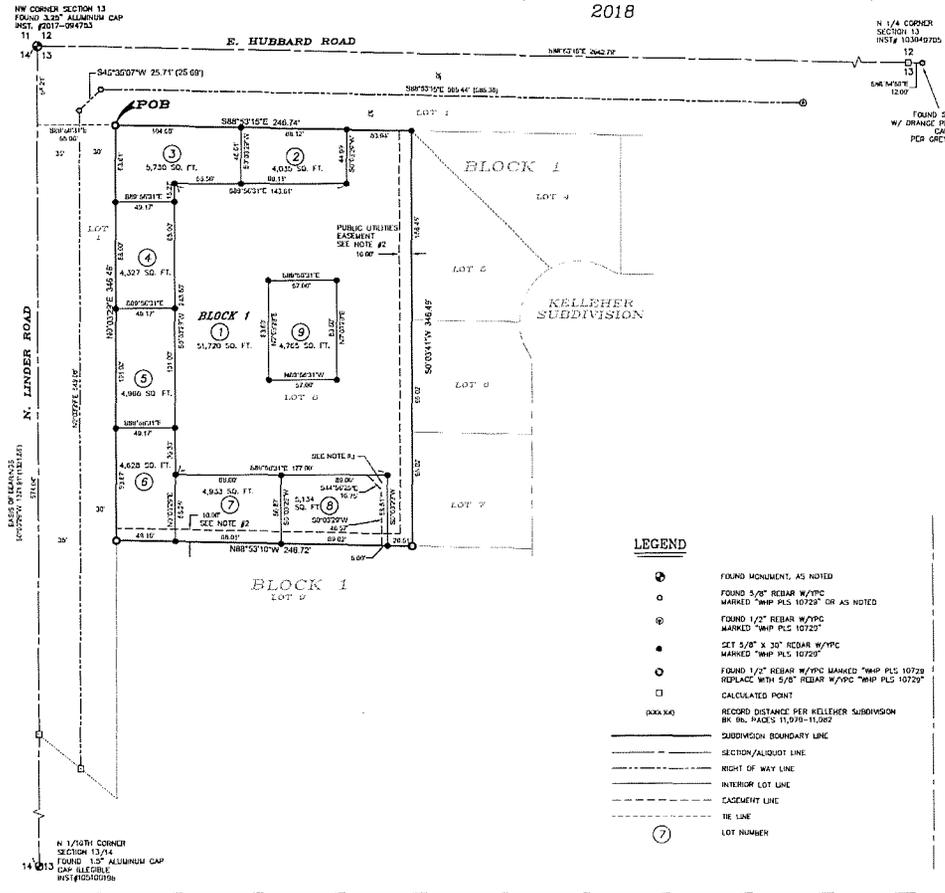
## REPLAT OF LOT 8 BLK 1 OF KELLEHER SUBDIVISION

### 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 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 BK. 96, PAGES 11979-11983.
- 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 CREATION 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 ADDRESS/ADDRESS AND PUBLIC UTILITY EASEMENT.
- 6) THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION OR AN APPOINTMENT TO IT SHALL BE OR BECOME A BUSINESS, 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 BUSINESS AT THE TIME THE OPERATION BEGAN; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHERE SUCH MISADVICE RESULTS FROM THE NEGLIGENCE OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPOINTMENT TO IT."
- 7) IRRIGATION WATER HAS BEEN PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 21-3085(1)(d). LOTS WITHIN THE SUBDIVISION WILL BE INSTALLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED 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. LINDELL 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. EASEMENTS TO BE MAINTAINED BY THE KELLEHER SUBDIVISION #2 PROPERTY OWNERS ASSOCIATION.
- 13) ALL OPEN SPACE SHALL BE MAINTAINED IN CONJUNCTION BY THE KELLEHER SUBDIVISION #2 PROPERTY OWNERS ASSOCIATION PER THE CC&M.



#### LEGEND

- FOUND MONUMENT, AS NOTED
- FOUND 5/8" REBAR W/PC MARKED "MHP PLS 10720" OR AS NOTED
- ⊙ FOUND 1/2" REBAR W/PC MARKED "MHP PLS 10720"
- SET 5/8" x 30" REBAR W/PC MARKED "MHP PLS 10720"
- FOUND 1/2" REBAR W/PC MARKED "MHP PLS 10720" REPLACED WITH 5/8" REBAR W/PC "MHP PLS 10720"
- CALCULATED POINT
- XXXXXX RECORD DISTANCE PER KELLEHER SUBDIVISION BK. 96, PAGES 11,979-11,987
- SUBDIVISION BOUNDARY LINE
- SECTION/ALLOTMENT LINE
- RIGHT OF WAY LINE
- INTERIOR LOT LINE
- EASEMENT LINE
- RE LINE
- ⑦ LOT NUMBER



**WHPacific**  
2141 W Airport Way, Ste 104  
Boise, ID 83715  
208-342-6400 Fax 208-342-5353  
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SHEET 1 OF 2

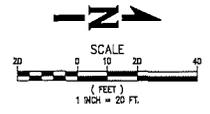
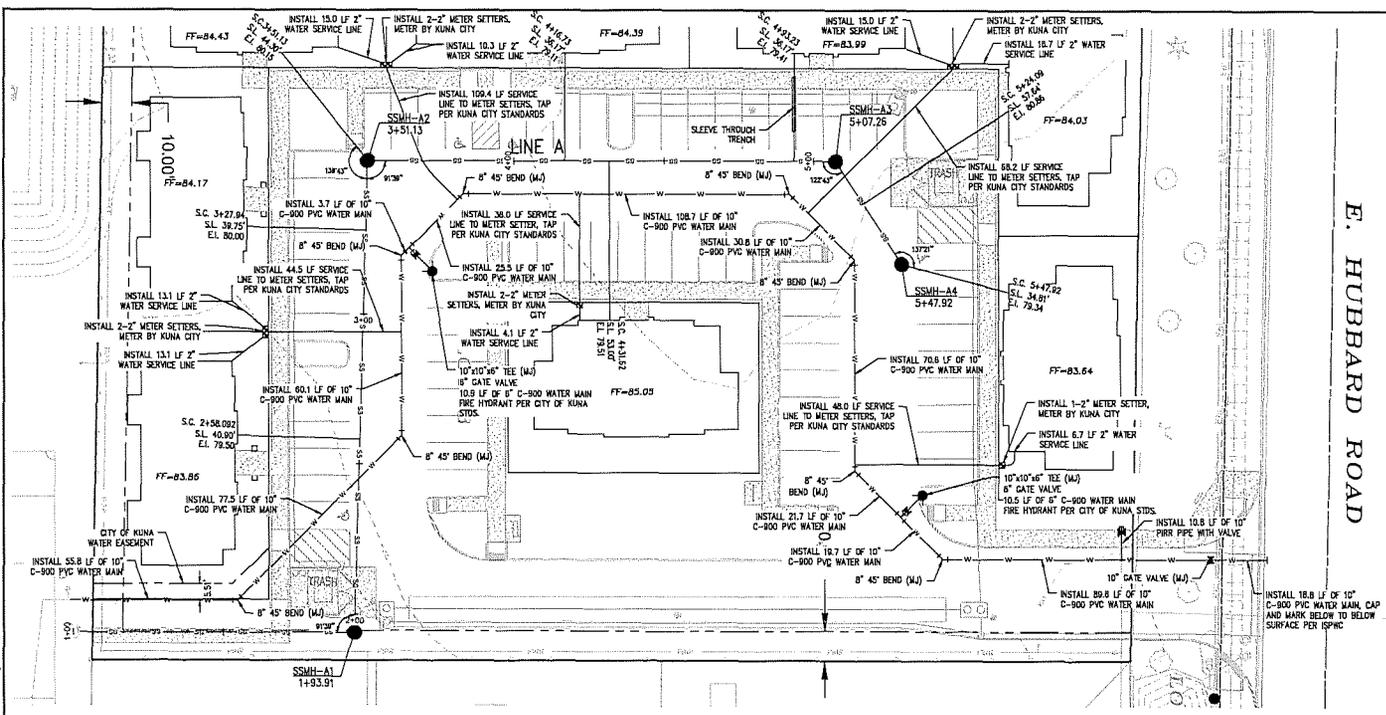
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COPY OF FINAL PLAT  
CHALLENGER DEVELOPMENT, INC.  
KELLEHER SUBDIVISION NO. 2  
PROJECT NUMBER: CHALLENGER/CHALLENGER  
P021417W COPY OF FINAL PLAT

SHEET NUMBER  
C2.0

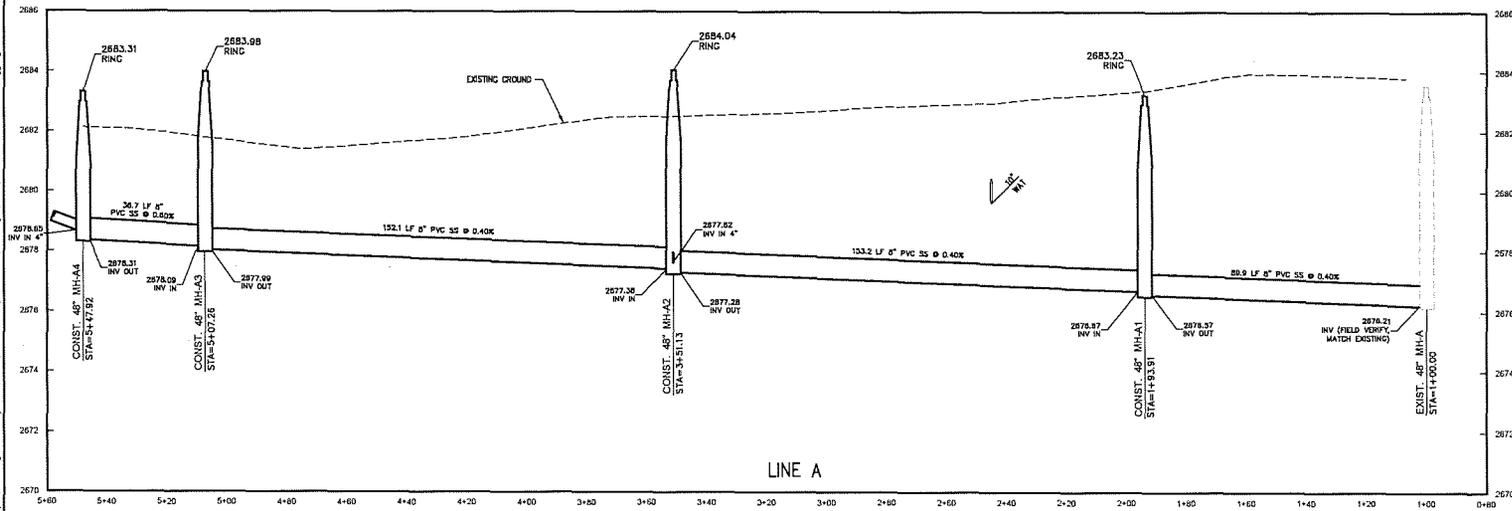






LEGEND:

- EXIST. FOUND MONUMENT, AS NOTED
- EXIST. FOUND 3/4" REBAR W/PPC PLS 6031 OR AS NOTED
- EXIST. FIRE HYDRANT
- EXIST. WATER MANHOLE
- EXIST. WATER VALVE
- EXIST. WATER METER
- EXIST. STORMWATER MANHOLE
- EXIST. DRAIN W/LET
- EXIST. SANITARY SEWER MANHOLE
- EXIST. TELEPHONE RISE
- 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-MANHOLE
- EXIST. VERTICAL CURB & GUTTER
- CONST. 8" EXTRUDED CURB
- CONST. SAWCUT
- CONST. PARKING STRIPING
- CONST. CONCRETE SIDEWALK PER USPC SD-750
- CONST. THICKENED EDGE SIDEWALK FOR 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



(DATE: 3/28/2018 11:14 AM) (AUTHOR: mfermo) (PLOTTER: DWG TO PDF.pc3) (STYLE: WHP-Standard.dwg) (LAYER: UTILITY PLAN)  
 (PATH: p:\challenger development\inc\p021417\p021417\Co-Util.dwg)

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214 W. Adams Way, Ste 104  
208-342-5400 Fax: 208-342-5553  
www.whpacific.com

PROFESSIONAL ENGINEER  
No. 8625  
1/18/2010  
STATE OF IDAHO  
CITY OF MURDER

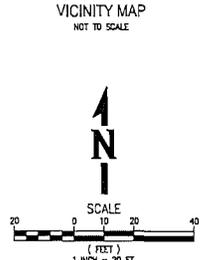
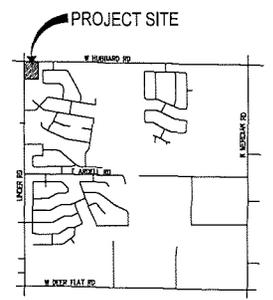
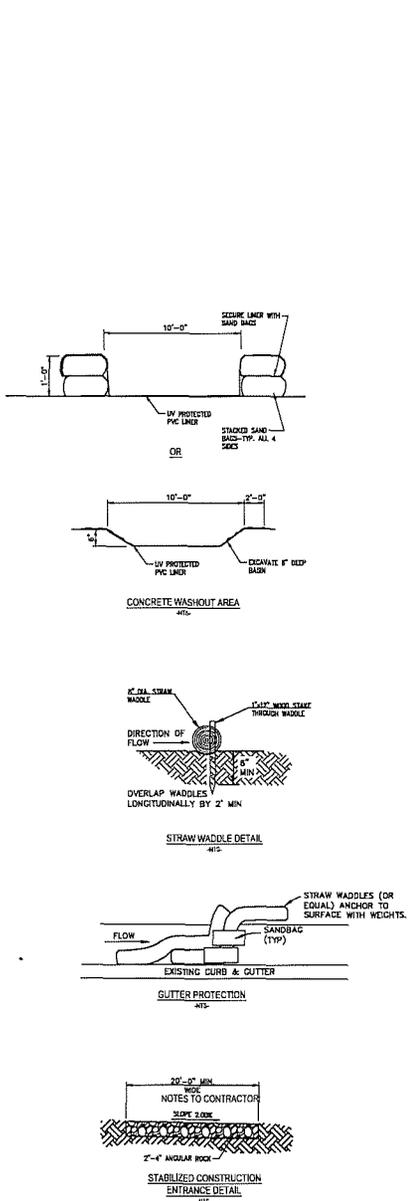
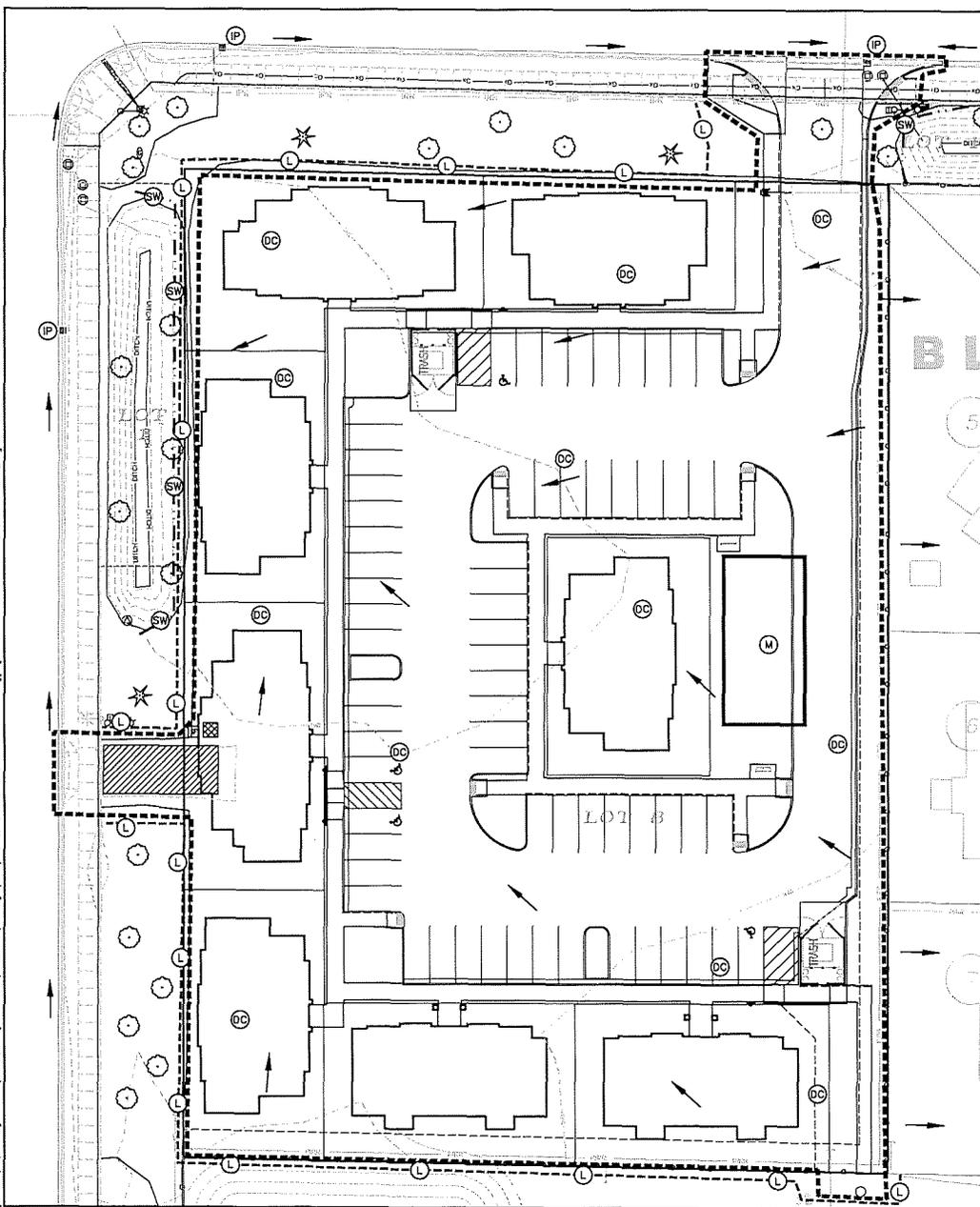
SHEET NO.	DATE	REVISIONS

SHEET NO.	DATE	REVISIONS

UTILITY PLAN  
CHALLENGER DEVELOPMENT, INC.  
KELLEHER SUBDIVISION NO. 2  
PROJECT: CHALLENGER DEVELOPMENT  
PROJECT NO: 18021417W-CX-UT01  
SCALE: AS NOTED

SHEET NUMBER  
**C5.0**

DATE: 3/28/2018 11:15 AM [AUTHOR: mferreno] [PLOTTER: \_DWG To PDF.pc3] [STYLE: WHP-Standard\_Land.dwg] [LAYOUT: EROSION & SEDIMENT CONTROL PLAN]  
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- LEGEND**
- (SF) SILT FENCE PROTECTION - SEE DETAIL ON THIS SHEET
  - (DF) DUST FENCE PROTECTION - SEE DETAIL ON THIS SHEET
  - (L) LIMITS OF DEVELOPMENT
  - (L) LANDSCAPE BUFFER
  - (SW) DISTAL STRAW WADDLES
  - (SC) DUST CONTROL
  - (SC) DESIGNATED CONCRETE WASH OUT AREA
  - (M) MATERIAL STORAGE AREA
  - (SF) SANITATION FACILITIES
  - (S) EXISTING GROUND SLOPE
- APPROXIMATE PROJECT AREA = 1.86 AC ±  
CONSTRUCTION DISTURBANCE AREA = 2.00 AC ±
- LATITUDE: N 42° 31' 6.44"  
LONGITUDE: W 116° 24' 47.28"
- THIS PLAN IS A WORKING DOCUMENT AND SHALL BE UPDATED AS NECESSARY BY THE OPERATOR OR BY THE CONTRACTOR.

**WHPacific**  
2141 W. Airport Way, Ste. 104  
258.349.5400 Fax: 208.342.5553  
www.whpacific.com

PROFESSIONAL ENGINEER  
No. 8825  
DATE OF ISSUANCE: 3/28/2018  
DATE OF 10% SUBMITTAL

SHEET NO.	REVISED BY	DATE	REVISIONS

**EROSION & SEDIMENT CONTROL PLAN**

CHALLENGER DEVELOPMENT, INC.  
KELLEHER SUBDIVISION NO. 2

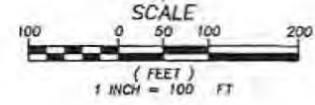
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OK 96 pg 11974

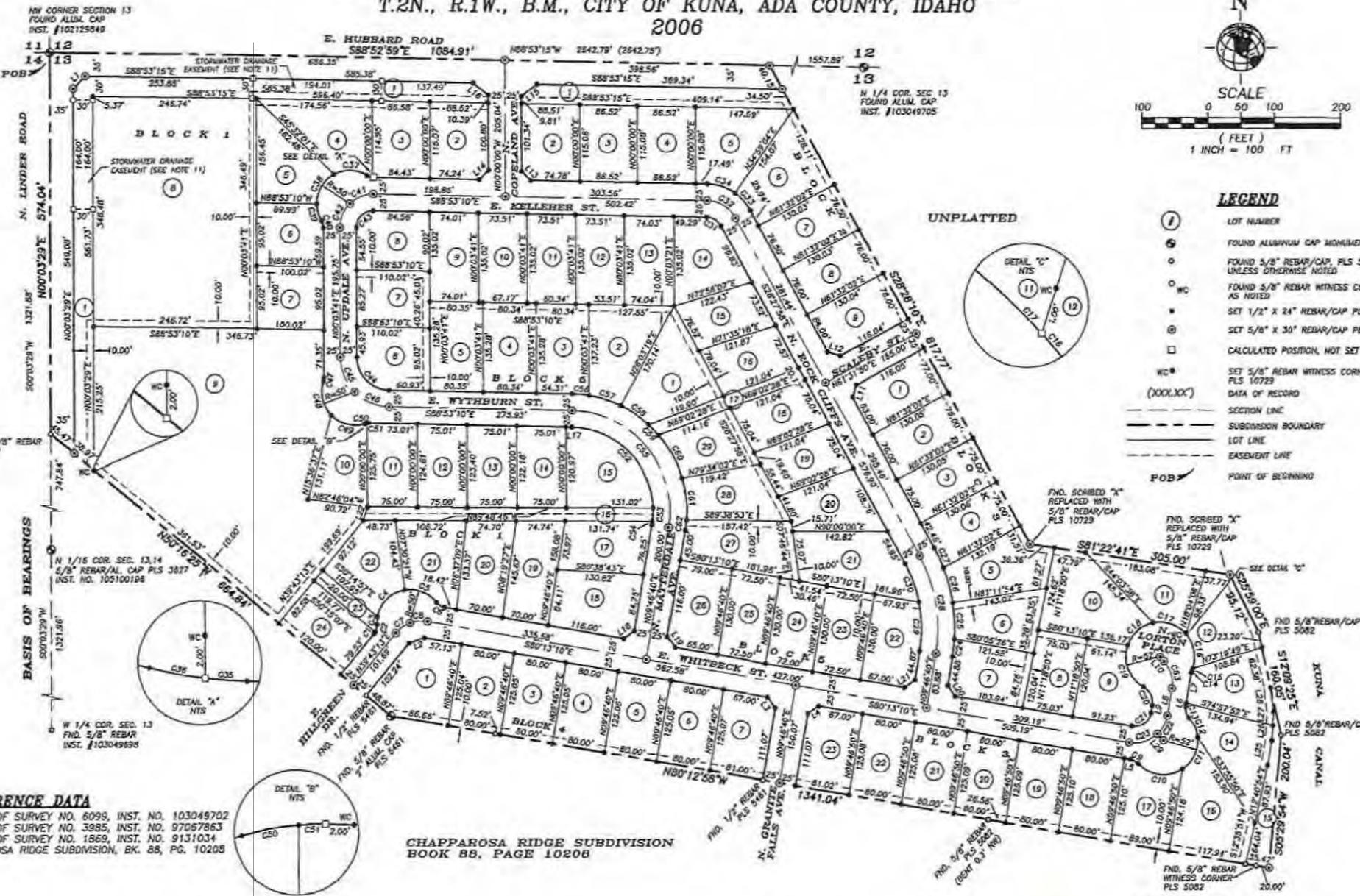
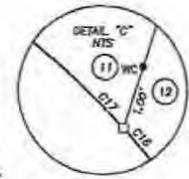
# KELLEHER SUBDIVISION

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 5481 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 10729
- CALCULATED POSITION, NOT SET
- WC SET 5/8" REBAR WITNESS CORNER/CAP PLS 10729
- (XXX.XXX) DATA OF RECORD
- SECTION LINE
- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- POB POINT OF BEGINNING



NW CORNER SECTION 13  
FOUND ALUM. CAP  
INST. #102125940

N 1/4 COR. SEC. 13  
FOUND ALUM. CAP  
INST. #103049705

FOUND 5/8" REBAR  
NO CAP

FOUND SCRIBED "X"  
REPLACED WITH  
5/8" REBAR/CAP  
PLS 10729

FOUND SCRIBED "X"  
REPLACED WITH  
5/8" REBAR/CAP  
PLS 10729

FOUND 5/8" REBAR/CAP  
PLS 5062

FOUND 5/8" REBAR/CAP  
PLS 5062

FOUND 5/8" REBAR  
WITNESS CORNER  
PLS 5062

**REFERENCE DATA**  
 RECORD OF SURVEY NO. 6099, INST. NO. 103049702  
 RECORD OF SURVEY NO. 3985, INST. NO. 97067863  
 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**  
 3190 S. Owyhee St.  
 Boise, Idaho 83705-1768  
 (208)548-6400  
 (208)548-5553 Fax  
 whpacific.com





# 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

### 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

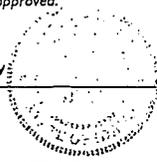
I, KEVEN T. SHREEVE, the undersigned City Engineer in and for the City of Kuna, Ada County, Idaho, hereby approve this plat.

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, Idaho  
Kuna  
8/2/06  
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.

Carl 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.

Erin H. Ross  
District Health Department, REHS  
6/20/06  
Date



### COUNTY RECORDER'S CERTIFICATE

State of Idaho }  
County of Ada }ss

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 13th day of October, 2006, in Book 96 of plats at Pages 1179 through 1182.

SPAWER  
Deputy  
Fee \$ 21.00  
Inst. No. 106162920

J. PAVIANARRO  
Ex-Officio Recorder



3130 S. Owyhee St.  
Baise, Idaho 83705-4788  
(208)342-5400  
(208)342-5353 Fax  
whpacific.com

Planners • Engineers • Surveyors • Landscape Architects

BOOK 96, PAGE 1182

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

AMOUNT 18.00

699 of 162



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.

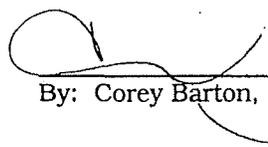
Neither the Chapparosa Homeowners Association Board, ACC committee, nor any homeowner in Chapparosa Ridge Subdivision #1 or #2 (which is platted at Kelleher) have any authority over Lot 8, Block 1 and more specifically no authority in any future use or architectural controls including but not limited 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



# 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  
2008

Lot	Area	Notes
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### 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 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 LAID OUT BY THE ADA COUNTY HIGHWAY DISTRICT, AND AN EASEMENT FOR TRUCK ACCESS OF THE EASEMENT LINES OUTSIDE THE RIGHT-OF-WAY HAS BEEN RECORDED AS INSTRUMENT NO. 106048433.
4. THIS INSTRUMENT REPRESENTS SECTION 20-4-2008 OF IDAHO CODE, REPEAL OF WHICH WILL BE EFFECTIVE ON THE DATE OF THE REPEAL OF THE IDAHO CODE. THIS INSTRUMENT IS SUBJECT TO ANY CHANGES MADE TO THE IDAHO CODE BY THE LEGISLATURE OF THE STATE OF IDAHO.
5. IRRIGATION WATER HAS BEEN PROVIDED FROM NEW YORK IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 21-100001. LOTS WITHIN 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 REVISIONS OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE REVISIONS.
7. MINIMAL BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF OCCURRENCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAN.
8. DIRECT LOT ACCESS TO H. LINCOLN ROAD AND E. HUBBARD ROAD FROM ANY LOT OTHER THAN LOT 8, BLOCK 1 IS PROHIBITED.
9. LOT 13, BLOCK 3 IS FOR THE PURPOSE OF THE KUNA CANAL DIVISION, TO BE PAVED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. LOT 8, BLOCK 1 IS DESIGNATED AS A CORONAL LOT TO BE OWNED AND MAINTAINED BY DANWOOD ENTERPRISES, LLC.
11. ALL OF THE LOTS OF THIS SUBDIVISION SHALL BE SUBJECT TO THE IDAHO SUBDIVISION ACT AND THE IDAHO SUBDIVISION RULES AND REGULATIONS. THE IDAHO SUBDIVISION ACT AND THE IDAHO SUBDIVISION RULES AND REGULATIONS SHALL APPLY TO ALL OF THE LOTS OF THIS SUBDIVISION. THE IDAHO SUBDIVISION ACT AND THE IDAHO SUBDIVISION RULES AND REGULATIONS SHALL APPLY TO ALL OF THE LOTS OF THIS SUBDIVISION. THE IDAHO SUBDIVISION ACT AND THE IDAHO SUBDIVISION RULES AND REGULATIONS SHALL APPLY TO ALL OF THE LOTS OF THIS SUBDIVISION.

Exhibit "A"



**W&H PRACTICE**  
 5130 E. Owyhee St.  
 Boise, Idaho 83705-4700  
 (208)348-5400  
 (208)348-6233 Fax  
 w&hpa.com

Planners • Engineers • Surveyors • Landscape Architects

Exhibit "B"

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 02/08/07 04:32 PM  
DEPUTY Neava Maney  
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.

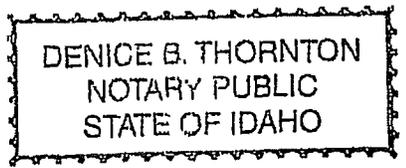
Dated: February 8, 2007

Dyver Development, LLC

\_\_\_\_\_

STATE OF Idaho, County of Ada, ss

On this 8<sup>th</sup> 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 Easements 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:

<b>FILE NUMBER:</b>	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
<b>PROJECT DESCRIPTION</b>	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.
<b>SITE LOCATION</b>	South East Corner of West Hubbard Road and Linder Road, Kuna ID, 83634.
<b>REPRESENTATIVE</b>	<i>WH Pacific Inc.</i> Jane Suggs 2141 W. Airport Way, Suite 104 Boise, ID 83709 208.275.8729 <a href="mailto:jsuggs@whpacific.com">jsuggs@whpacific.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>June 26, 2018</b> 6:00 P.M.
<b>STAFF CONTACT</b>	Jace Hellman, Planner II <a href="mailto:jhellman@kunaid.gov">jhellman@kunaid.gov</a> 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. 4<sup>th</sup> 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 4<sup>th</sup> Street  
Kuna, ID 83634  
[Jhellman@kunaID.gov](mailto:Jhellman@kunaID.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 cursive script that reads 'Stacey Yarrington'.

Stacey Yarrington  
Planner III  
Development Services  
Ada County Highway District

CC: Project File  
City of Kuna (via email)



**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](mailto: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, 9<sup>th</sup> edition.
2. **Condition of Area Roadways**  
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Existing Plus Project
**State Highway 69/ Meridian Road	0-feet	Principal Arterial	1,248	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.

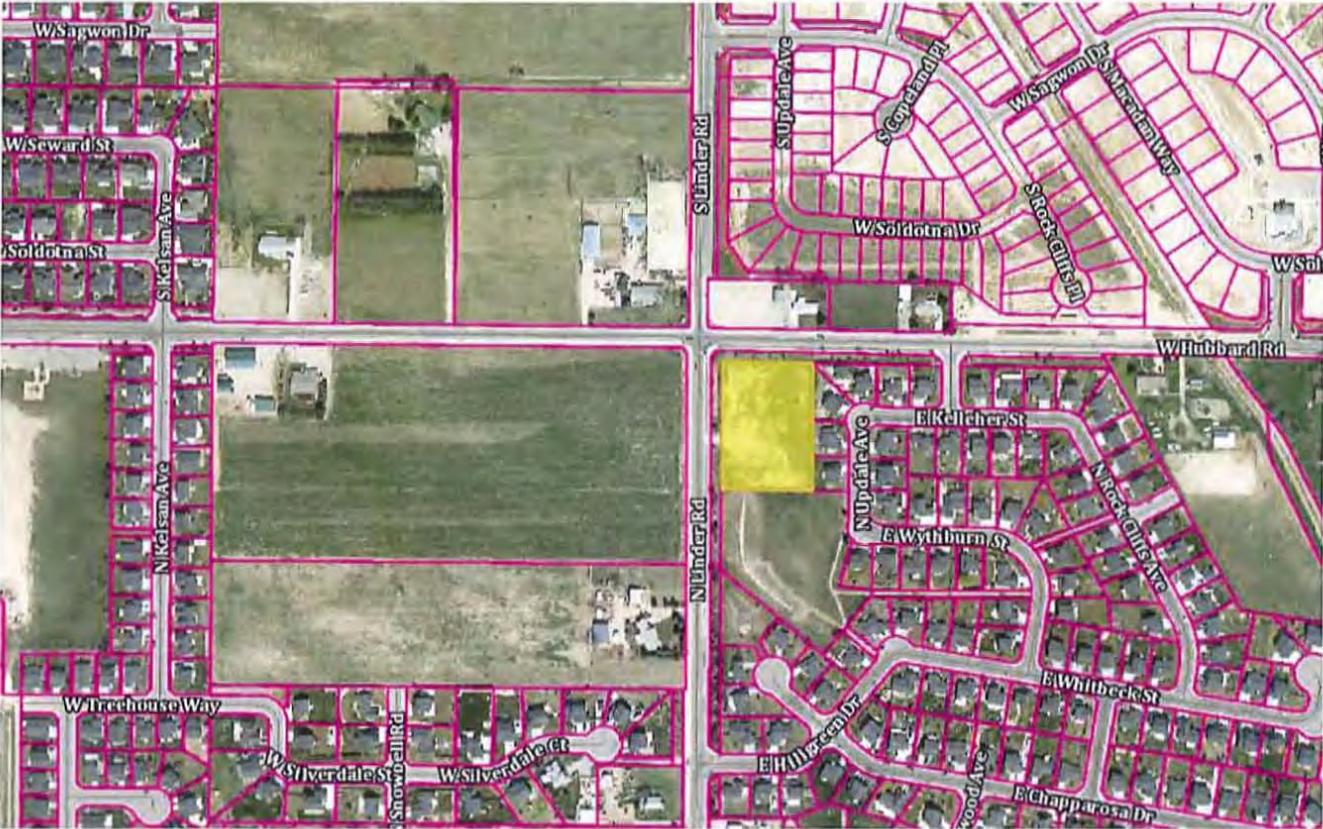
## **F. Conclusions of Law**

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**

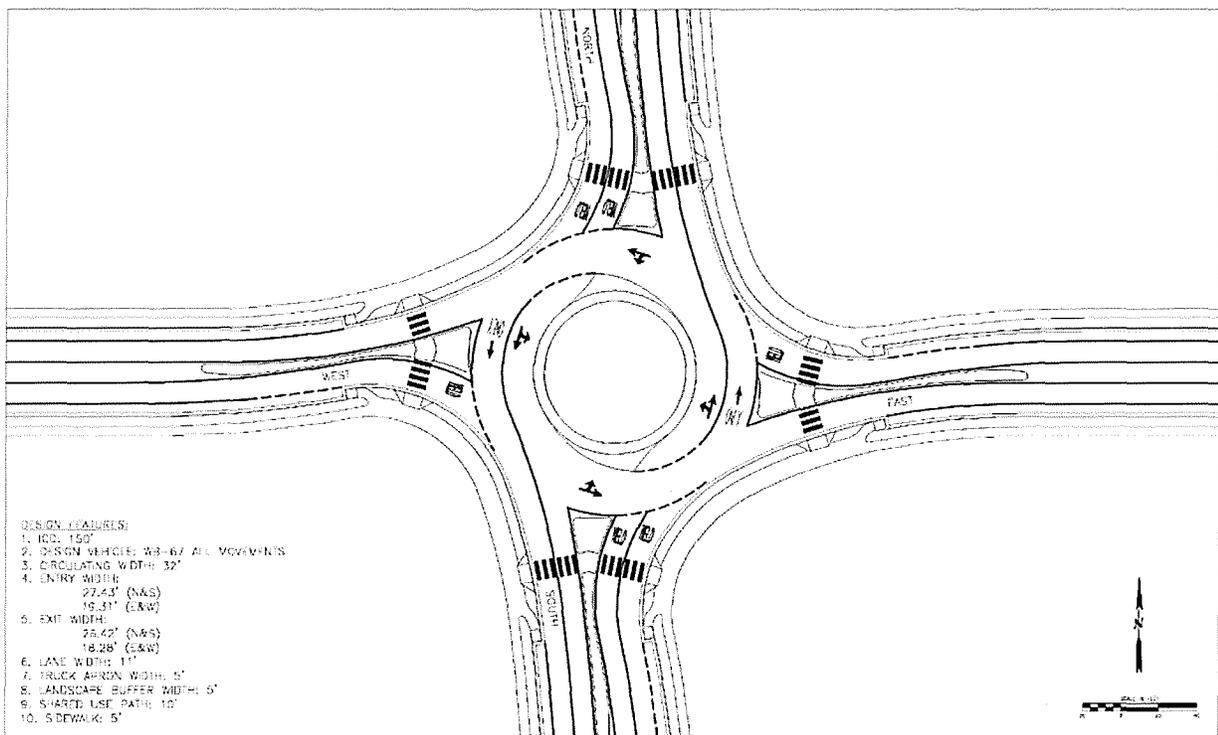
1. Vicinity Map
2. Site Plan
3. Multi-lane roundabout template
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

VICINITY MAP





# ML RAB TEMPLATE



- DESIGN CRITERIA:
1. R/S: 150'
  2. DESIGN VEHICLE: WB-67 ALL MOVEMENTS
  3. CIRCULATING WIDTH: 32'
  4. ENTRY WIDTH:
    - 27.63' (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 USE PATH: 10'
  10. SIDEWALK: 5'

Paul M. Sletten  
 201501 001 001 001  
 10/10/15 10/10/15  
 10/10/15

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](http://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. 4<sup>th</sup> 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

Exhibit  
B7



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       waste flow characteristics
  - bedrock from original grade       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       community sewage system       community water well
  - interim sewage       central water
  - individual sewage       individual water
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
  - central sewage       community sewage system       community water
  - sewage dry lines       central 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       swimming pools or spas       child care center
  - beverage establishment       grocery store
- 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.

- 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."*

Page 4 of 4

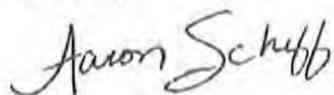
*For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.*

**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](mailto:aaron.scheff@deq.idaho.gov)  
Regional Administrator  
Boise Regional Office  
Idaho Department of Environmental Quality

ec: TRIM 2018AEK56

received  
5/1/18

**Jace Hellman**

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**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 4<sup>th</sup> Street

Kuna, ID 83634

[jhellman@kunaID.gov](mailto:jhellman@kunaID.gov)



Exhibit  
B4

**From:** Chad Gordon <[chad.gordon@jmsanitation.com](mailto:chad.gordon@jmsanitation.com)>

**Sent:** Friday, April 27, 2018 12:14 PM

**To:** Jace Hellman <[jhellman@kunaID.gov](mailto: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](mailto: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 4<sup>th</sup> Street

Kuna, ID 83634

[jhellman@kunaID.gov](mailto:jhellman@kunaID.gov)



**From:** Chad Gordon <[chad.gordon@jmsanitation.com](mailto:chad.gordon@jmsanitation.com)>

**Sent:** Friday, April 27, 2018 10:59 AM

**To:** Jace Hellman <[jhellman@kunaID.gov](mailto: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](mailto:jhellman@kunaid.gov)> wrote:

April 20, 2018

Notice is hereby given by the City of Kuna that the following actions are under consideration:

<b>FILE NUMBER:</b>	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
<b>PROJECT DESCRIPTION</b>	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.
<b>SITE LOCATION</b>	South East Corner of West Hubbard Road and Linder Road, Kuna ID, 83634.
<b>REPRESENTATIVE</b>	<i><b>WH Pacific Inc.</b></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><a href="mailto:jsuggs@whpacific.com">jsuggs@whpacific.com</a></u></i>
<b>SCHEDULED HEARING DATE</b>	Tuesday, June 26, 2018

	6:00 P.M.
<b>STAFF CONTACT</b>	Jace Hellman, Planner II  <a href="mailto:jhellman@kunaid.gov">jhellman@kunaid.gov</a>  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. 4<sup>th</sup> 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 4<sup>th</sup> Street

Kuna, ID 83634

[jhellman@kunaID.gov](mailto: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](mailto:chad.gordon@jmsanitation.com)

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

<b>FILE NUMBER:</b>	18-01-CPF (Combination Preliminary/Final Plat) Kelleher Subdivision No. 2.
<b>PROJECT DESCRIPTION</b>	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.
<b>SITE LOCATION</b>	South East Corner of West Hubbard Road and Linder Road, Kuna ID, 83634.
<b>REPRESENTATIVE</b>	<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><a href="mailto:jsuqqs@whpacific.com">jsuqqs@whpacific.com</a></i>

**received**  
 4.23.18

Exhibit

B2

<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>June 26, 2018</b>  6:00 P.M.
<b>STAFF CONTACT</b>	Jace Hellman, Planner II  <a href="mailto:jhellman@kunaid.gov">jhellman@kunaid.gov</a>  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. 4<sup>th</sup> Street, Kuna, ID 83634. Please contact staff with questions. <b>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.</b> If your agency needs additional time for review, please let our office know ASAP.</p>	

**Jace Hellman**

Planner II

City of Kuna

751 W 4<sup>th</sup> 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~~ <sup>plotted</sup> 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

Public Hearing 18-01-CPF  
140 of 162  
**received**  
7. 3. 18

**Jace Hellman**

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**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 2<sup>nd</sup> 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

Exhibit  
B11

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: *1.96*...

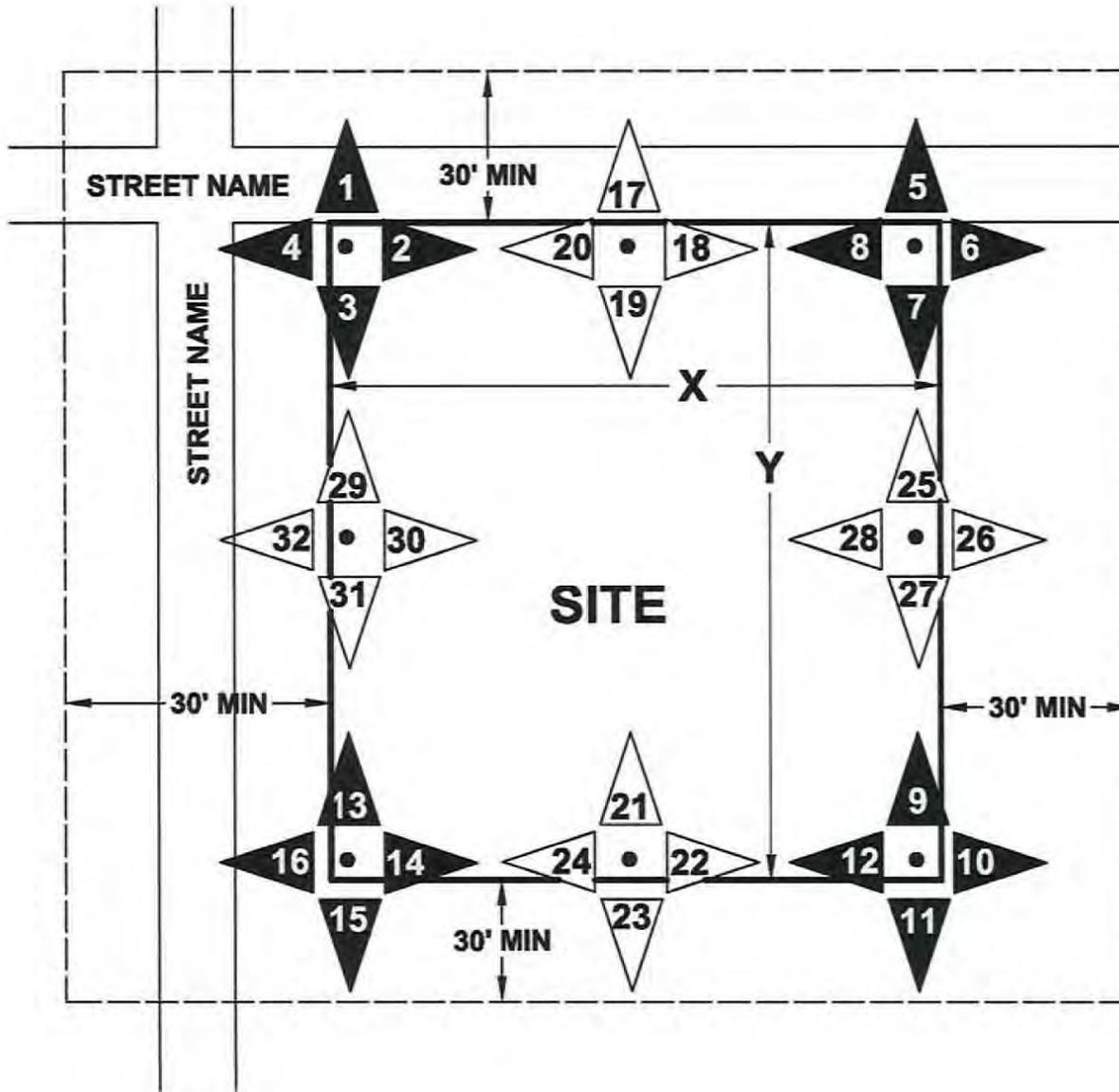
**NOTE:**

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

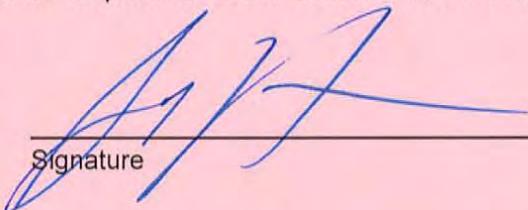
Date: 8/29/18

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 29<sup>th</sup> 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

  
\_\_\_\_\_  
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:

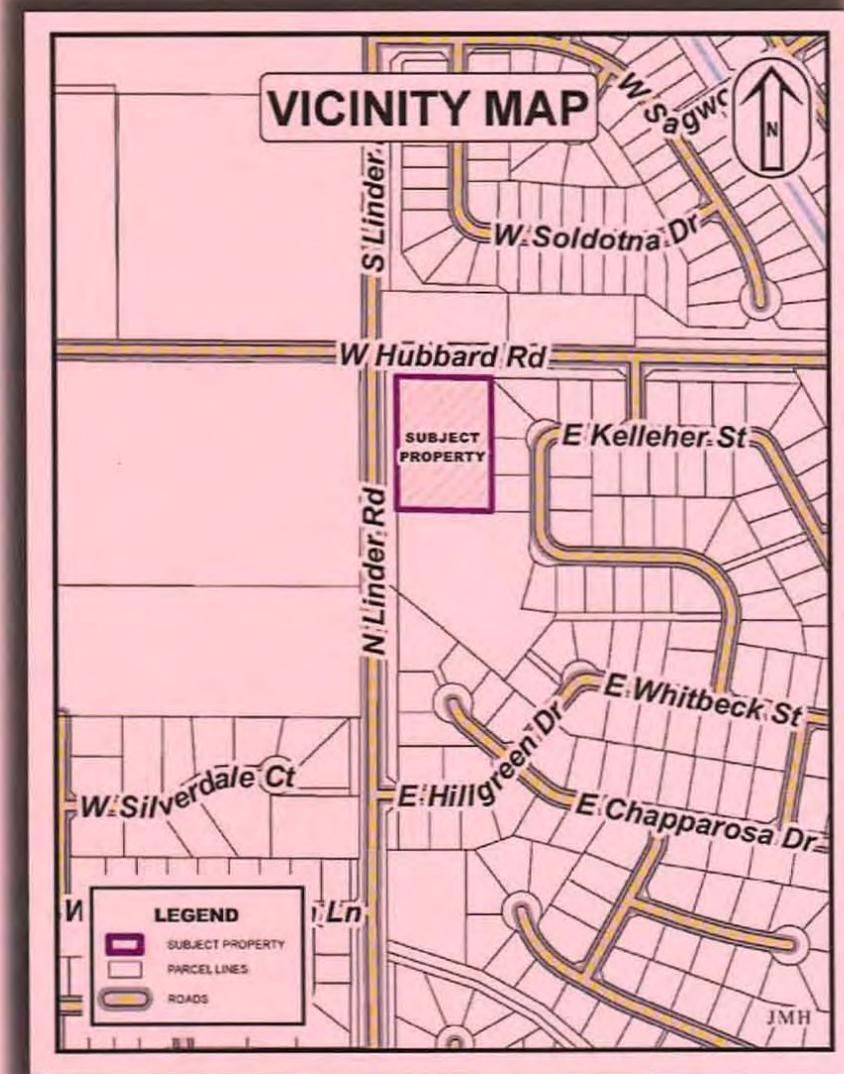
An **Appeal** request from Trilogy Development, Inc to appeal the Planning and Zoning Commissions' decision to deny Case No. **18-12-DR (Design Review)** for eight four-plex buildings, parking, lighting and accompanying landscaping for Kelleher Subdivision No. 2. The subject site located on the south 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 4<sup>th</sup> 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 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

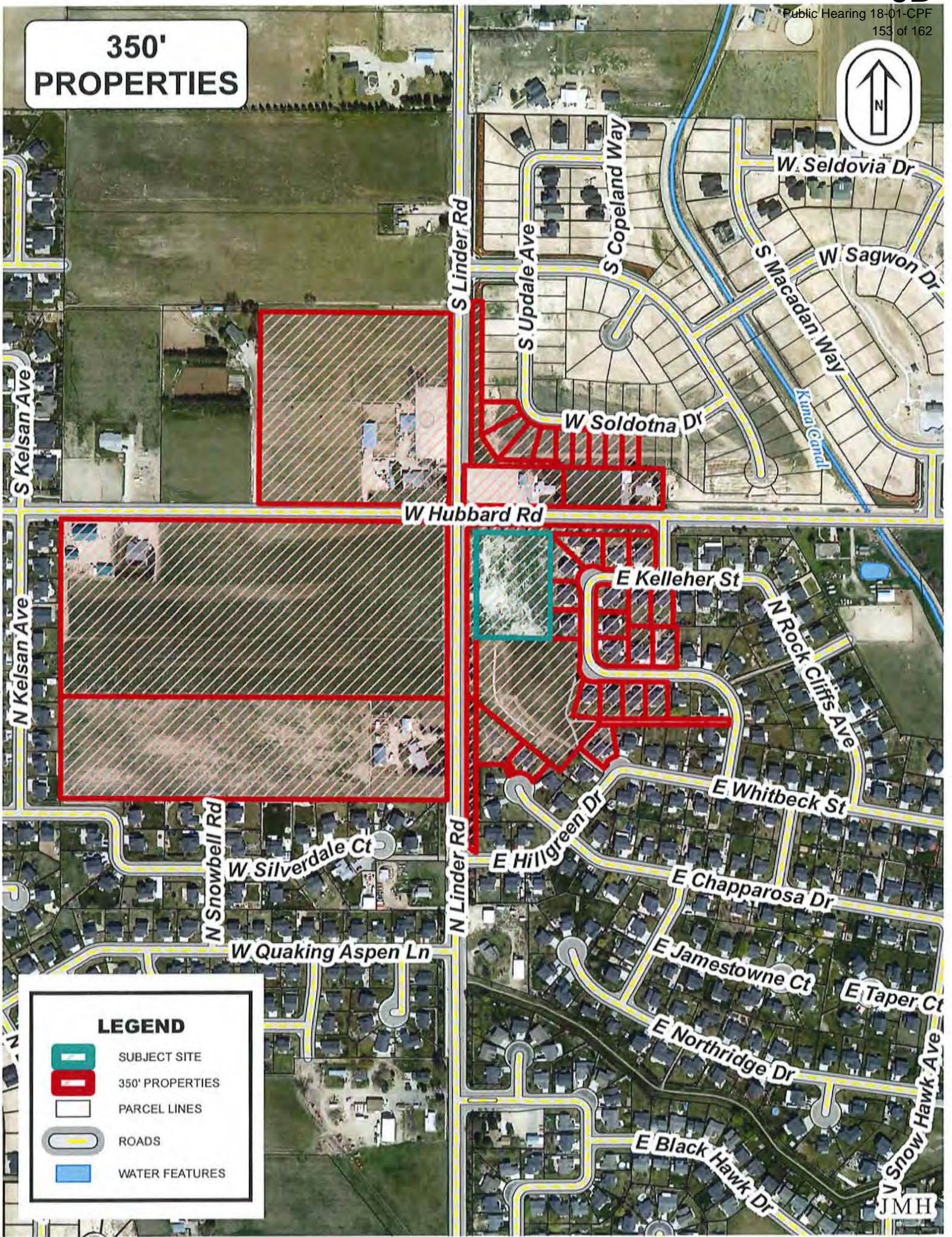
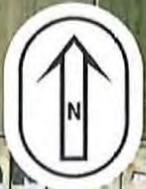
**Douglas Martin**  
292 E Chapparosa Dr  
Kuna, ID 83634

**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

JMH

**Jace Hellman**

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**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 29<sup>th</sup>, 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 4<sup>th</sup> St  
Kuna, ID 83634  
[jhellman@kunaid.gov](mailto: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. 4<sup>th</sup> 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 4<sup>th</sup> 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

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*(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 (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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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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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

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 4<sup>th</sup> day of September, 2018.

Signature,

James D. Soren  
Owner/Developer/Representative

STATE OF IDAHO )  
County of Ada )  
): ss )

On this 4<sup>th</sup> 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

# CITY OF KUNA PUBLIC HEARING NOTICE

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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 208-922-5545 with questions

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(Space above reserved for recording)

**ORDINANCE NO. 2018-35  
PATAGONIA DEVELOPMENT INC.  
KUNA MUNICIPAL IRRIGATION ANNEXATION**

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING ALL OF PARCEL S1313131750, AND REFERRED TO AS GREYHAWK SUBDIVISION NO. 8 WHICH IS OWNED BY PATAGONIA DEVELOPMENT INC., INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK 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 New York Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 2<sup>nd</sup> day of October 2018.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A  
LEGAL DESCRIPTION FOR WATER RIGHTS ON  
GREYHAWK SUBDIVISION NO. 8**

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

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

thence along the West boundary line of Greyhawk Subdivision No. 1, as same is recorded in Book 99 of Plats at Pages 12854-12858, along the West boundary of Greyhawk Subdivision No. 2, as same is recorded in Book 106 of Plats at Pages 14699-14701, along the West boundary line of Greyhawk Subdivision No. 4, as same is recorded in Book 109 of Plats at Pages 15482-15484, records of Ada County, Idaho, and along the West boundary line of Greyhawk Subdivision No. 6, as same is recorded in Book 112 of Plats at Pages 16292-16294, records of Ada County, Idaho, South 00°11'49" West, 2,236.39 feet to the SW corner of said Greyhawk Subdivision No. 6, said point also being the **REAL POINT OF BEGINNING**;

thence along the exterior boundary line of said Greyhawk Subdivision No. 6 the following 4 courses and distances:

thence South 89°48'11" East, 167.00 feet;

thence South 84°05'40" East, 50.25 feet;

thence South 89°48'11" East, 105.00 feet;

thence North 00°11'49" East, 350.00 feet to the SW corner of Lot 3, Block 12 of Greyhawk Subdivision No. 5 as same is recorded in Book 110 of Plats at Pages 15,909 through 15,912, records of Ada County, Idaho;

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

thence South 89°48'11" East, 105.00 feet;

thence North 78°53'13" East, 50.99 feet;

thence South 89°48'11" East, 105.00 feet;

thence continuing along the exterior boundary line of said Greyhawk Subdivision No 5 and along the West boundary line of Greyhawk Subdivision No. 7 as same is recorded in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_ records of Ada County, South 00°11'49" West, 450.54 feet to the Southwest corner of said Greyhawk Subdivision No 7;

thence along the southerly boundary line of said Greyhawk Subdivision No 7 the following 3 courses and distances:

thence South 88°52'06" East, 579.54 feet;

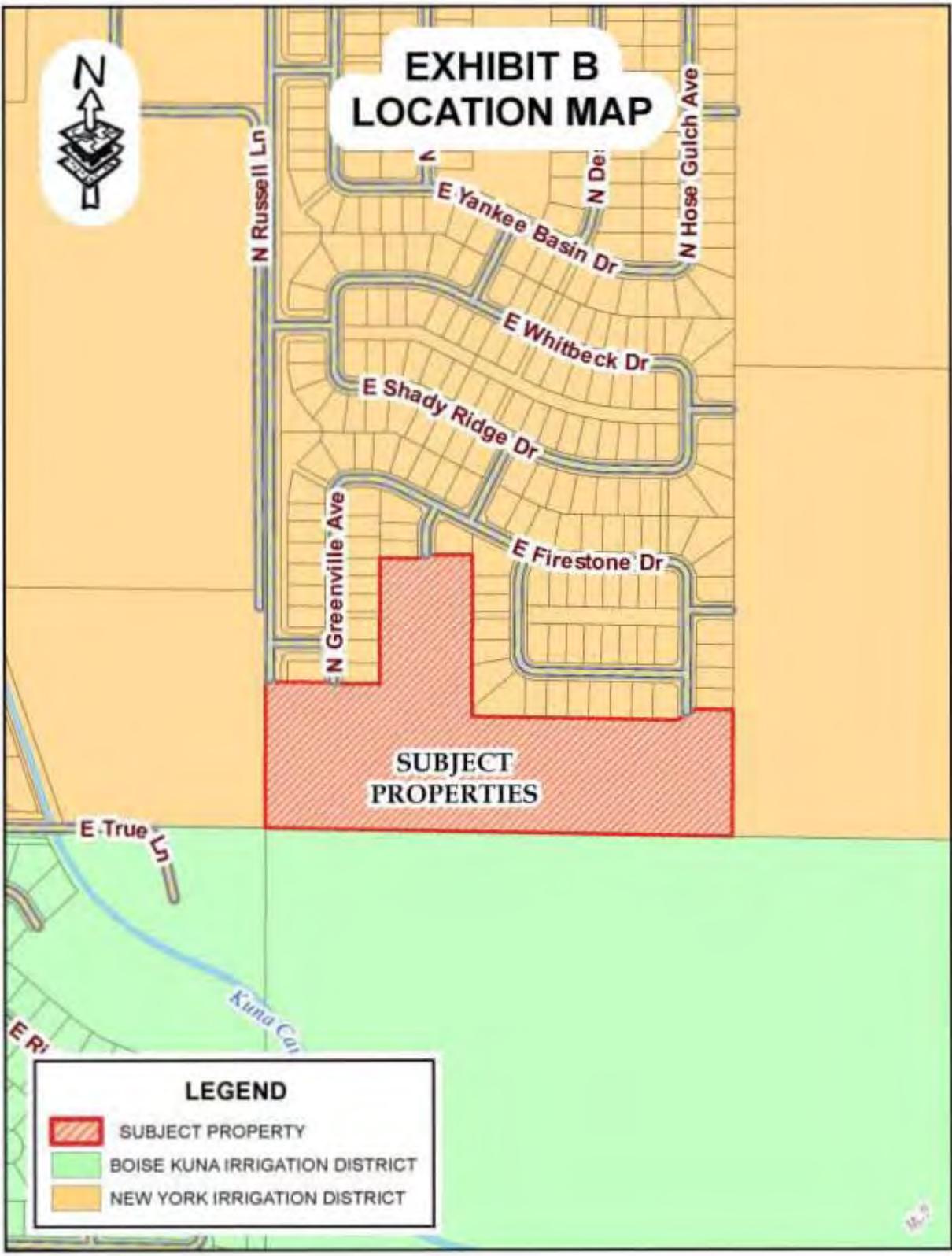
thence North 59°20'59" East, 58.32 feet;

thence South 89°39'43" East, 105.00 feet to the SE corner of said Greyhawk Subdivision No. 7, point also being on the East boundary line of SW 1/4 of the NE 1/4 of said Section 13;

thence along said East boundary line South 00°20'19" West, 357.12 feet to the C-E 1/16 corner of said Section 13;

thence along the South boundary line of SW 1/4 of the NE 1/4 of said Section 13 North 88°52'04" West, 1,315.84 feet to the C1/4 of said Section 13;

thence along the North-South centerline of said Section 13 North 00°11'49" East, 410.98 feet to the **REAL POINT OF BEGINNING**. Containing 13.20 acres, more or less.



March 13, 2018

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

**RE: Greyhawk No 8 Subdivision Annexation into KMID**

Dear Gentlemen:

I am submitting a request to annex the property hereafter known as Greyhawk Subdivision No 8 into the Kuna Municipal Irrigation District (KMID). The property is generally located south of phases 6 & 7 of Greyhawk Subdivision. The annexation is shown in the attached Exhibit A. My understanding this will pool the water rights for a portion of Ada County tax parcel 81313131680 for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Greyhawk Subdivision No 8 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,



Jim Merkle  
Authorized Agent  
Greyhawk Land Company LLC

**ORDINANCE NO. 2018-36  
CITY OF KUNA, IDAHO**

**AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING TITLE 10, CHAPTER 3, SECTION 7 TITLED DOG LICENSES TO ALLOW FOR MULTI-YEAR LICENSES AND ROLLING RENEWALS, REPEALING THE HALF PRICE FEE FOR LICENSES PURCHASED AFTER JULY 1 OF EACH CALENDAR YEAR AND AMENDING TITLE 10, CHAPTER 3, SECTION 23 TITLED IMPOUNDING OF ANIMALS CLARIFYING FEES RELATED TO THE IMPOUNDMENT AND KEEPING OF ANIMALS AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Kuna, Ada County, Idaho, as follows:

**Section 1.**

Title 10, Chapter 3, Section 7, titled Dog Licenses, of the Kuna City Code is hereby amended as follows:

TITLE 10, CHAPTER 3, SECTION 7

DOG LICENSES

10-3-7: - DOG LICENSES:

- A. *Location for purchasing license:* Dog licenses shall be purchased at locations designated by the city council.
- B. *License required; exceptions:* It shall be unlawful for any person to own, harbor, keep or possess a dog older than six (6) months of age within the city without first procuring a license as required by this chapter, except:
  - 1. Dogs whose owners are nonresidents, but who are temporarily residing within the city for thirty (30) days or less, and possessing a license issued by another municipality or other licensing authority.
  - 2. Dogs brought into the city for the purpose of participating in shows, exhibits, competitions or similar events.
  - 3. Dogs specially trained to assist people with disabilities where the dog is serving in this capacity.
  - 4. Dogs for sale through licensed pet stores.
- C. *License term; application; fees:*
  - 1. Dog licenses shall be valid until ~~December 31 of each calendar year~~ the last day of the month, one (1) year, three (3) years, or five (5) years from the month of original issue depending on the duration of license purchased. The owner of the dog located within the city shall make application at city council designated locations and pay a license fee according to the schedule of fees adopted by city resolution.

~~2. After July 1 of each calendar year, the license fee shall be one half of the regular license fee and effective until December 31 of that year.~~

32. No dog will be licensed as spayed or neutered without valid proof the surgery was performed.

43. At time of payment the license issuer shall provide a receipt designating the dog owner's name, license number, animal gender (or status of spayed or neutered) and the amount paid. ~~along with providing a~~ metal tag bearing the number corresponding to that affixed upon the receipt will also be provided when purchasing a new license.

54. If a license is lost, the dog owner shall apply for a replacement tag and pay the appropriate fee.

65. Dog licenses may be purchased ~~starting December 1 of each calendar year~~ round and renewed up to Thirty (30) days prior to expiration.

D. *Use of improper or imitation dog license:* It shall be unlawful for a person to allow their dog to wear a license tag issued to another dog, or wear an imitated city license tag representing the current year's registration, or any tag marked on plate or collar similar to that required by the city.

Section 2.

Title 10, Chapter 3, Section 23, titled Impounding of Animals, of the Kuna City Code is hereby amended as follows:

#### TITLE 10, CHAPTER 3, SECTION 23

#### IMPOUNDING OF ANIMALS

##### 10-3-23: - IMPOUNDING OF ANIMALS:

The animal control officer may impound an animal if they have probable cause to believe a person has violated any provision of this chapter for which an animal may be impounded. The notice and terms of impoundment, redemption and disposal of such animal is as follows:

- A. *Record of impounding:* At time of animal impoundment the animal control agency shall record the date of impounding, a description of the animal impounded, and an assessment of its identity if that can be determined.
- B. *Identified animals:* Within twenty-four (24) hours after impoundment of an identified animal, the animal control agency shall make a reasonable effort to notify the owner of the animal's impoundment.
- C. *Redeeming animals:*
  1. Animals brought to the animal control shelter shall be provided humane treatment and sufficient food and water for their comfort, and held by the animal control shelter for a period of time, as determined by the impounding agency, unless they are subject to other provisions of this section.

2. This section does not apply to animals that are sick or injured to the extent that their impoundment will prolong their suffering and a better course of action would be to humanely euthanize the animal in the opinion of a licensed veterinarian.
  3. The owner of any animal that is lawfully impounded shall be responsible for and pay all fees and expenses related to the impoundment whether or not the animal is later claimed.
  4. The following protocol is required to reclaim an animal, unless otherwise noted:
    - a. Execution of a sworn statement of ownership.
    - b. Proof of current license (if required) in the circumstance the animal is untagged, or purchase of a license and tag.
    - c. Payment of the impoundment fees.
    - d. Payment of the boarding fee according to the boarding schedule.
    - e. Payment of any veterinary and hospital expenses incurred during the animal's impoundment.
- D. *Refusal to redeem impounded animal; adoption; appeal:* The animal may not be redeemed by the owner, if, in the judgment of a licensed veterinarian or the animal control agency, an animal should not be returned to the owner for humane or public health reasons. The animal control agency shall hold the animal for that amount of time it determines to be appropriate before it may either: 1) find a responsible person to adopt the animal; or 2) euthanize the animal. The agency shall take reasonable steps to inform the owner of its intent to euthanize or adopt the animal. Such notice will include the owner's right to appeal the decision to the city council. An owner may request in writing an appeal of the decision, which will stay an action until the appeal is complete. Upon filing the appeal, the owner shall post the full amount of fees owing up to and including the date set for the appeal. If the city council decides that the animal should be euthanized, or adopted, the owner shall remain liable for the costs of impoundment, boarding the animal, and any other expenses incurred by the animal control agency while keeping or caring for the animal from the date of the impoundment through the end of the appeals process. The animal control agency shall not be held civilly liable for the euthanasia of the animal.
- E. *Impoundment fees:* The animal control shelter shall ~~be entitled to~~ charge a fee, set by resolution of the City Council of Kuna, Idaho, for the keeping and selling of receiving an animal into custody. This fee shall be paid at time of animal redemption and these fees shall be ~~retained by the animal control shelter~~ remitted to the City of Kuna, Idaho.
- F. *Boarding Fees:* The animal control shelter shall be entitled to charge a boarding fee for the keeping and selling of an animal and these fees shall be retained by the animal control shelter.
- F. The charges associated with the keeping and selling of an animal shall be determined by the animal control shelter with city council consultation. The fees charged by the animal control shelter for ~~impounding boarding~~ and keeping any animal shall be paid at time of animal redemption along with any veterinary and hospital expenses incurred during the animal's impoundment. The animal control shelter is obligated to keep a fee schedule

for services rendered available for public inspection and advise the city council annually the fees it charges for its services.

This ordinance shall become effective January 1, 2019 and upon publication as required by law.

APPROVED this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF KUNA

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

ATTEST:

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

**ORDINANCE NO. 2018-36  
CITY OF KUNA, IDAHO**

**AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING TITLE 10, CHAPTER 3, SECTION 7 TITLED DOG LICENSES TO ALLOW FOR MULTI-YEAR LICENSES AND ROLLING RENEWALS, REPEALING THE HALF PRICE FEE FOR LICENSES PURCHASED AFTER JULY 1 OF EACH CALENDAR YEAR AND AMENDING TITLE 10, CHAPTER 3, SECTION 23 TITLED IMPOUNDING OF ANIMALS CLARIFYING FEES RELATED TO THE IMPOUNDMENT AND KEEPING OF ANIMALS AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Kuna, Ada County, Idaho, as follows:

**Section 1.**

Title 10, Chapter 3, Section 7, titled Dog Licenses, of the Kuna City Code is hereby amended as follows:

TITLE 10, CHAPTER 3, SECTION 7

DOG LICENSES

10-3-7: - DOG LICENSES:

- A. *Location for purchasing license:* Dog licenses shall be purchased at locations designated by the city council.
- B. *License required; exceptions:* It shall be unlawful for any person to own, harbor, keep or possess a dog older than six (6) months of age within the city without first procuring a license as required by this chapter, except:
  - 1. Dogs whose owners are nonresidents, but who are temporarily residing within the city for thirty (30) days or less, and possessing a license issued by another municipality or other licensing authority.
  - 2. Dogs brought into the city for the purpose of participating in shows, exhibits, competitions or similar events.
  - 3. Dogs specially trained to assist people with disabilities where the dog is serving in this capacity.
  - 4. Dogs for sale through licensed pet stores.
- C. *License term; application; fees:*
  - 1. Dog licenses shall be valid until the last day of the month, one (1) year, three (3) years, or five (5) years from the month of original issue depending on the duration of license purchased. The owner of the dog located within the city shall make application at city council designated locations and pay a license fee according to the schedule of fees adopted by city resolution.

2. No dog will be licensed as spayed or neutered without valid proof the surgery was performed.
  3. At time of payment the license issuer shall provide a receipt designating the dog owner's name, license number, animal gender (or status of spayed or neutered) and the amount paid. A metal tag bearing the number corresponding to that affixed upon the receipt will also be provided when purchasing a new license.
  4. If a license is lost, the dog owner shall apply for a replacement tag and pay the appropriate fee.
  5. Dog licenses may be purchased year round and renewed up to Thirty (30) days prior to expiration.
- D. *Use of improper or imitation dog license:* It shall be unlawful for a person to allow their dog to wear a license tag issued to another dog, or wear an imitated city license tag representing the current year's registration, or any tag marked on plate or collar similar to that required by the city.

## Section 2.

Title 10, Chapter 3, Section 23, titled Impounding of Animals, of the Kuna City Code is hereby amended as follows:

### TITLE 10, CHAPTER 3, SECTION 23

#### IMPOUNDING OF ANIMALS

##### 10-3-23: - IMPOUNDING OF ANIMALS:

The animal control officer may impound an animal if they have probable cause to believe a person has violated any provision of this chapter for which an animal may be impounded. The notice and terms of impoundment, redemption and disposal of such animal is as follows:

- A. *Record of impounding:* At time of animal impoundment the animal control agency shall record the date of impounding, a description of the animal impounded, and an assessment of its identity if that can be determined.
- B. *Identified animals:* Within twenty-four (24) hours after impoundment of an identified animal, the animal control agency shall make a reasonable effort to notify the owner of the animal's impoundment.
- C. *Redeeming animals:*
  1. Animals brought to the animal control shelter shall be provided humane treatment and sufficient food and water for their comfort, and held by the animal control shelter for a period of time, as determined by the impounding agency, unless they are subject to other provisions of this section.
  2. This section does not apply to animals that are sick or injured to the extent that their impoundment will prolong their suffering and a better course of action would be to humanely euthanize the animal in the opinion of a licensed veterinarian.

3. The owner of any animal that is lawfully impounded shall be responsible for and pay all fees and expenses related to the impoundment whether or not the animal is later claimed.
  4. The following protocol is required to reclaim an animal, unless otherwise noted:
    - a. Execution of a sworn statement of ownership.
    - b. Proof of current license (if required) in the circumstance the animal is untagged, or purchase of a license and tag.
    - c. Payment of the impoundment fees.
    - d. Payment of the boarding fee according to the boarding schedule.
    - e. Payment of any veterinary and hospital expenses incurred during the animal's impoundment.
- D. *Refusal to redeem impounded animal; adoption; appeal:* The animal may not be redeemed by the owner, if, in the judgment of a licensed veterinarian or the animal control agency, an animal should not be returned to the owner for humane or public health reasons. The animal control agency shall hold the animal for that amount of time it determines to be appropriate before it may either: 1) find a responsible person to adopt the animal; or 2) euthanize the animal. The agency shall take reasonable steps to inform the owner of its intent to euthanize or adopt the animal. Such notice will include the owner's right to appeal the decision to the city council. An owner may request in writing an appeal of the decision, which will stay an action until the appeal is complete. Upon filing the appeal, the owner shall post the full amount of fees owing up to and including the date set for the appeal. If the city council decides that the animal should be euthanized, or adopted, the owner shall remain liable for the costs of impoundment, boarding the animal, and any other expenses incurred by the animal control agency while keeping or caring for the animal from the date of the impoundment through the end of the appeals process. The animal control agency shall not be held civilly liable for the euthanasia of the animal.
- E. *Impoundment fee:* The animal control shelter shall charge a fee, set by resolution of the City Council of Kuna, Idaho, for receiving an animal into custody. This fee shall be paid at time of animal redemption and these fees shall be remitted to the City of Kuna, Idaho.
- F. *Boarding Fees:* The animal control shelter shall be entitled to charge a boarding fee for the keeping and selling of an animal and these fees shall be retained by the animal control shelter.
- F. The charges associated with the keeping and selling of an animal shall be determined by the animal control shelter with city council consultation. The fees charged by the animal control shelter for boarding and keeping any animal shall be paid at time of animal redemption along with any veterinary and hospital expenses incurred during the animal's impoundment. The animal control shelter is obligated to keep a fee schedule for services rendered available for public inspection and advise the city council annually the fees it charges for its services.

This ordinance shall become effective January 1, 2019 and upon publication as required by law.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF KUNA

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

ATTEST:

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

**RESOLUTION NO. RXX-2018**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO, AMENDING RESOLUTION NO. R18-2010 AND ESTABLISHING NEW FEES FOR DOG LICENSES AND FEES FOR THE IMPOUNDMENT OF AN ANIMAL WITHIN THE CITY OF KUNA AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Kuna City Council has adopted Ordinance No. 2018-XX, allowing for multi-year dog licensing, rolling renewals, and clarifying fees related to the impoundment and keeping of an animal; and

WHEREAS, Kuna City Code Title 10, Chapter 3, Section 7-C-1 requires the City Council to set, by resolution, fees for issuing dog licenses and Kuna City Code Title 10, Chapter 3, Section 23-E requires the City Council to set, by resolution, fees for the impoundment of an animal; and

WHEREAS, a public hearing, properly noticed under the provisions of Idaho Code § 63-1311A, was held on \_\_\_\_\_ establishing or adjusting such fees;

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

Section 1: The Kuna City Council hereby adds Multi-Year Licensing Fees and Impoundment Fees, as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Section 2: This resolution shall take effect and be in force from and after January 1, 2019.

**PASSED BY THE COUNCIL** of Kuna, Idaho this \_\_\_\_ day of \_\_\_\_\_, 2018.

**APPROVED BY THE MAYOR** of Kuna this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

**EXHIBIT “A” TO RESOLUTION RXX-2018**

**CITY OF KUNA**

**FEES FOR ISSUANCE OF DOG LICENSES & THE IMPOUNDMENT OF ANIMALS  
EFFECTIVE JANUARY 1, 2019**

<u>Type of License or Fee</u>	<u>One (1) Year License Fee</u>	<u>Three (3) Year License Fee</u>	<u>Five (5) Year License Fee</u>
Nonneutered or nonspayed dog	\$28.00	\$56.00	\$84.00
Neutered or spayed dog	\$10.50	\$21.00	\$31.50
Senior Citizen rate (over 65) for nonneutered or nonspayed dog	\$20.00	\$40.00	\$60.00
Senior Citizen (over 65) rate for Neutered or spayed dog	\$ 8.00	\$16.00	\$24.00
Initial Commercial Kennel License	\$100.00		
Annual renewal of Commercial Kennel License	\$100.00		
Replacement of lost license	\$ 1.00		
First Impoundment of an Animal	\$10.00		
Second Impoundment of an Animal	\$25.00		
Third Impoundment of an Animal	\$50.00		

<sup>1</sup>Dog licenses shall be valid until the last day of the month, one (1) year, three (3) years, or five (5) years from the month of original issue depending on the duration of license purchased.

~~<sup>2</sup>After July 1 of each calendar year, the license fee shall be one half (1/2) of the regular license fee and effective until December 31 of that year.~~

<sup>2</sup>Impoundment Fees will automatically reset after the third impoundment of an animal.

**RESOLUTION NO. R80-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO SETTING FORTH CERTAIN PURPOSES, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT ENTITLED THE “*AGREEMENT FOR CITY ATTORNEY CIVIL LEGAL SERVICES*”, DIRECTING THE CITY CLERK, AND SETTING AN EFFECTIVE DATE.**

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

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1 The City Council of the City of Kuna on the 18<sup>th</sup> day of September, 2018 entered into that certain Agreement entitled “Agreement for Interim Civil Legal Services” with White, Peterson, Gigray & Nichols, P.A. due to the then current City Attorney having been under a suspension of services and who has now been removed and discharged; and
- 1.2 Now, the City Council, upon recommendation finds that it is in the best interests of the City of Kuna to enter into that certain Agreement with White, Peterson, Gigray & Nichols, P.A. entitled “*Agreement for City Attorney Civil Legal Services*” for the reasons stated therein.

**Section 2: Action authorization of Mayor and City Clerk to execute the “*Agreement for City Attorney Civil Legal Services*”.**

- 2.1 The Mayor and City Clerk of this City, are hereby authorized, as the agents of this City, to execute the “*Agreement for City Attorney Civil Legal Services*”, a true and correct copy of which is attached hereto marked “**Exhibit A**,” and by this reference incorporated herein and thereby fully bind this City to its terms and conditions upon the same being approved and executed by White, Peterson, Gigray, & Nichols, P.A.

**Section 3: Directing the City Clerk**

- 3.1 The Clerk is hereby directed to retain this Resolution in the official records of the City; and to provide a certified copy of this resolution to White, Peterson, Gigray, & Nichols, P.A.

**Section 4. Effective Date**

- 4.1 This resolution shall be in full force and effect after its passage, approval.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 2<sup>nd</sup> day of October, 2018.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 2<sup>nd</sup> day of October, 2018.

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

ATTEST:

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



## R80-2018 - Exhibit A

**AGREEMENT FOR CITY ATTORNEY CIVIL LEGAL SERVICES****Parties:**

City of Kuna	City	City Hall 751 W. 4 <sup>th</sup> Street Kuna, Idaho 83634
White, Peterson, Gigray & Nichols, P.A.	White Peterson	5700 E Franklin Rd, Suite 200 Nampa ID 83687

THIS AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES (“Agreement”) is made by and between the CITY OF KUNA, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, and WHITE, PETERSON, GIGRAY & NICHOLS, P.A., an Idaho Professional Association.

**RECITALS**

- A. The City is in need of City Attorney civil legal services and has requested White Peterson to provide those services which White Peterson is agreeable to provide all in consideration of and in accordance with the terms and conditions of this Agreement.
- B. The City finds that is in the best interest of the City to enter into this Agreement with White Peterson for the provision of City Attorney civil legal services.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound thereby, City and White Peterson covenant and agree as follows:

**SECTION 1  
INCORPORATION OF RECITALS**

- 1.1** The Parties agree that the foregoing Recitals are contractual and binding and are incorporated herein as if set forth in full.

## SECTION 2 DEFINITIONS

In additional to any other definitions set forth in this Agreement, for all purposes of this Agreement the following terms are defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 2.1 Associate Attorneys:** Means and refers to the following attorneys of White Peterson to wit:
- Lourdes A. Matsumoto
- 2.2 City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 2.3 City Attorney Civil Legal Services:** Means and refers to legal services, as requested by the Mayor, department heads and officers of the City involving and including:
- Civil matters; and
  - Authority to act as and in the capacity of the City Attorney; and
  - Representation of the City in civil court actions.
- 2.4 Effective Date:** Means and refers to the date this Agreement becomes effective which is October 2, 2018.
- 2.5 Interim Agreement:** Means and refers to that certain *Interim Civil Legal Services Agreement* entered into by the Parties on or about September 19, 2018.
- 2.6 Municipal Legal Assistants:** Means and refers to the following legal assistants of White Peterson to wit:
- Joan L. Howell
  - LeAnn Hembree
- 2.7 Of Counsel Attorneys:** Means and refers to the following shareholder attorneys of White Peterson to wit:
- Terrence R. White
  - William F. “Bud” Yost
- 2.8 Parties:** Means and collectively refers to the City and White Peterson.
- 2.9 Shareholder Attorneys:** Means and refers to the following shareholder attorneys of White Peterson to wit:
- Philip A. Peterson
  - Brian O’Bannon

- 2.10 Senior Municipal Attorneys:** Means and refers to the following shareholder attorneys of White Peterson to wit:
- Wm. (Bill) F. Gigray, III
  - William (Bill) L. Punkoney
  - Matthew A. Johnson
  - William (Bill) Nichols
  - Jay Kiiha
- 2.11 White Peterson:** Means and refers to White, Peterson, Gigray & Nichols, P.A. and Idaho Professional Service Corporation and Party to this Agreement.

### SECTION 3 SERVICES PROVIDED BY WHITE PETERSON

- 3.1** Pursuant to the terms of this Agreement, White Peterson, as an independent contractor, is hereby authorized by the City to perform City Attorney Civil Legal Services as requested by the Mayor, department heads and officers of the City.

### SECTION 4 PAYMENT FOR SERVICES/ REVIEW AND FEE RE-NEGOTIATION

City agrees to pay White Peterson for City Attorney Civil Legal Services rendered pursuant to the terms of this Agreement as follows:

- 4.1** Compensation for City Attorney Civil Legal Services performed by White Peterson at the request of the Mayor, department heads and officers of the City shall be paid at the discounted hourly rates attached as **Schedule A**.
- 4.2.1** City shall also reimburse White Peterson for actual out-of-pocket expenses (such as travel, filing fees, postage, etc.) incurred by White Peterson in the performance of the Additional Legal Services, as authorized by City.
- 4.2.2** White Peterson will provide the City with a monthly itemized invoice of all Additional Legal Services performed (including all out-of-pocket expenses). Provided the invoice is received by the tenth (10<sup>th</sup>) day of the month, the City shall remit payment to White Peterson by the fifteenth (15<sup>th</sup>) business day of the following month.
- 4.2** The Parties intent to review the provisions of Section 4.1 of this Agreement, beginning in January of 2019, for consideration of amending the compensation provided in Section 4.1 as per Schedule A to include a monthly retainer for City Attorney Civil Legal Services.

## SECTION 5 TERM

- 5.1 The term of this Agreement shall be effective retroactive to September 19, 2018, and shall continue until either Party provides 14 days advance written notice terminating this Agreement.

## SECTION 6 INTERIM AGREEMENT MERGED, REFORMED AND AMENDED

- 6.1 The Interim Agreement, upon the Effective Date, is replaced by this Agreement.

## SECTION 7 REPRESENTATIONS AND WARRANTIES OF WHITE PETERSON

- 7.1 **Authority:** White Peterson has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
- 7.2 **No Prohibition to Performance:** There are no judgments, liens, actions, or proceedings existing or pending against White Peterson which would materially affect White Peterson's ability to enter into or perform under this Agreement.
- 7.3 **Corporate Status:** White Peterson is a professional service corporation duly organized, validly existing, in good standing under the laws of the State of Idaho and has all necessary corporate powers to enter into this Agreement.
- 7.4 **Designated Primary Attorney:** White Peterson acknowledges that Wm. F. Gigray, III with the assistance of the Senior Municipal Attorneys are designated as the attorneys who will be primarily providing the City Attorney Civil Legal Services to the City pursuant to this Agreement.
- 7.5 **Performance of Services:** White Peterson agrees to perform all of the services and work set forth in this Agreement in a timely, efficient, and professional manner in accordance with the terms of this Agreement and in compliance with existing laws, ordinances, rules, and/or regulations of any applicable regulatory authority or governmental body.
- 7.6 **Non-Exclusive Agreement:** White Peterson acknowledges that this Agreement shall not be interpreted to limit the City's authority to retain the services of outside legal counsel to perform any legal services, whether as a result of the City's need for special expertise or otherwise.
- 7.7 **Insurance:** For purposes of this Agreement, White Peterson will carry professional liability insurance with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City.

**SECTION 8  
GENERAL PROVISIONS**

- 8.1 Binding Effect:** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the Parties.
- 8.2 Choice of Law:** This Agreement will be interpreted in accordance with the laws and statutes of the state of Idaho. Venue for any legal action will be in Ada County, Idaho.
- 8.3 Notices:** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed as follows:

<b>City:</b> Mayor City of Kuna City Hall 751 W. 4 <sup>th</sup> Street Kuna, Idaho 83634	<b>White Peterson:</b> Wm. F. Gigray, III White, Peterson, Gigray, & Nichols, P.A. 5700 East Franklin Road, Suite 200 Nampa, ID 83687
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- 8.4 Paragraph Headings:** The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.
- 8.5 Partial Invalidity:** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 8.6 Waiver:** The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 8.7 No Assignment by White Peterson:** White Peterson shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time.
- 8.8 Handwritten Provisions:** Handwritten provisions inserted in this Agreement, and initialed by the Parties in ink, shall control all typewritten provisions in conflict therewith.

**8.9 Entire Agreement:** This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter.

**8.10 Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original Agreement, but all of which shall be considered one instrument.

**8.11 Amendments:** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the Parties.

**CITY OF KUNA**

By: \_\_\_\_\_  
Joe Stear, Mayor

**ATTEST:**

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

**WHITE, PETERSON, GIGRAY, &  
NICHOLS, P.A.**

By: \_\_\_\_\_  
William F. Nichols, Managing Director

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**SCHEDULE A**

**HOURLY RATES**

	<i>\$ Per Hour Rate</i>
Senior Municipal Attorneys	\$180.00
Shareholder Attorneys	\$175.00
Of Counsel Attorneys	\$175.00
Associate Attorneys	\$150.00
Municipal Legal Assistants	\$90.00