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
Wednesday, November 7, 2018

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

6:00 P.M. REGULAR CITY COUNCIL

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

2. ***Invocation:*** Stan Johnson, Kuna Life 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, October 16, 2018

B. Accounts Payable Dated November 1, 2018 in the Amount of $1,188,314.32

C. Resolutions

1. Consideration to approve Resolution No. R88-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE HOMES LLC FOR THE GREYHAWK SUBDIVISION PHASE 8 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

D. Findings of Fact and Conclusions of Law

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 18-01-CPF (Combination Preliminary and Final Plat) for Kelleher Subdivision No. 2

2. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 18-01-A (Appeal) & 18-12-DR (Design Review) for Kelleher Subdivision No. 2

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

A. Introduction of Sergeant Mike Fratusco – Kuna Police Chief Jon McDaniel

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

A. Public Hearing and consideration to approve Case No. 18-02-V (Variance) for J. Scott Dowdy - Troy Behunin, Planner III ACTION ITEM

Applicant, J. Scott Dowdy, requests approval of this Variance request, in order to reduce the setback requirements for accessory buildings, from public rights-of-way (ROW) on the street-side of a corner lot. The site address is 2534 N. Countryside Ave., Kuna, Idaho, within Galiano Estates Subdivision (Walnut Creek), on lot 19, block 1, within Section 14, T2N, R1W, (R3023310190).

B. Public Hearing and consideration to approve proposed Idaho Department of Commerce Community Development Block Grant (CDBG) Application and consideration to approve Resolution No. R86-2018 – Lisa Bachman, JUB Engineers Planner/Project Manager and Grant Administrator & Chris Engels, City Clerk

1. Consideration to approve proposed Idaho Department of Commerce Community Development Block Grant (CDBG) Application ACTION ITEM

Review of application, scope of work, budget, schedule, benefits of the project, how ICDBG funds will benefit low- and moderate-income persons, and location of the proposed project.

2. Consideration to approve $300,000 from the General & Enterprise Contingency Funds for city grant matches to the CDBG, State TAP, & TMA TAP grants ACTION ITEM

3. Consideration to approve Resolution No. R86-2018 ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT" WITH JUB ENGINEERING, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES FOR THE DOWNTOWN REVITALIZATION PROJECT PHASE II-A & PHASE II-B; AND

AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

C. Public Hearing and consideration to approve Ordinance No. 2018-37 and Resolution No. R85-2018 – Bobby Withrow, Parks Director

1. Consideration to approve Ordinance No. 2018-37 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3 SECTION 6 TITLED EXCLUSIVE RESERVATIONS TO ALLOW FOR EXCLUSIVE RESERVATION OF CERTAIN AMENITIES, AND AMENDING TITLE 7, CHAPTER 3 SECTION 7 TITLED APPLICATION FOR RESERVATION ADDING A RESERVATION TIMEFRAME, AND AMENDING TITLE 7, CHAPTER 3 SECTION 8 TITLED VACATION OF PARKS UPON REQUEST OF CITY TO INCLUDE ADDITIONAL AMENITIES, AND PROVIDING AN EFFECTIVE DATE.

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

2. Consideration to approve Resolution No R85-2018 ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING RESOLUTION NO. R44-2017 TO RAISE CERTAIN FEES TO COVER RISING COSTS, ADD DISCOUNT ELIGIBILITY, ADD NEW AMENITIES, ADD RESERVATION TIME FRAMES, ADD A RESERVATION DEADLINE AND PROVIDE AN EFFECTIVE DATE.

D. Public Hearing and consideration to approve Ordinance No. 2018-36 and Resolution No. R87-2018 – Chris Engels, City Clerk

1. Consideration to approve Ordinance No. 2018-36 ACTION ITEM

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.

Consideration to approve ordinance
Consideration to approve summary publication

2. Consideration to approve Resolution No. R87-2018 ACTION ITEM

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.

E. Public Hearing and Consideration to approve Case No. 18-05-S (Preliminary Plat) Madrone Heights Subdivision - Troy Behunin, Planner III ACTION ITEM

Applicant requests approval to subdivide approximately 39.50 ac. into 206 single home lots, an additional 27 common lots, and one shared driveway. The address is 2030 W. Kuna Road, Kuna Idaho, and is located near the NWC of Ten Mile and Kuna Roads, in Section 22, T 2N, R 1W, APN #: S1322438400.

7. Business Items:

A. Idaho Career Development Month Proclamation – Mayor Stear

B. Kuna Police Impact Fee Report and consideration to approve Kuna Police Impact Fees – Anne Wescott, Galena Consulting ACTION ITEM

C. Consideration to approve advertisement for a Request for Qualifications (RFQ) on the City Website – Bob Bachman, Public Works Director ACTION ITEM

D. Consideration to approve Resolution No. R89-2018 – Bobby Withrow, Parks Director ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACKNOWLEDGING CONSENT TO REPRESENTATION, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT ENTITLED THE "KUNA JOINT POWERS AND INTERAGENCY COOPERATIVE REPAIR AND MAINTENANCE SERVICES AGREEMENT", DIRECTING THE CITY CLERK, AND SETTING AN EFFECTIVE DATE.

E. Financial Update – Jared Empey, City Treasurer

8. Ordinances:

A. Consideration to approve Ordinance No. 2018-38 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- AMENDING SECTION 3 OF CHAPTER 6 OF TITLE 1 OF THE KUNA CITY CODE MAKING A TECHNICAL CORRECTION OF THE IDAHO CODE CITATION TO THE OPEN MEETING LAW; AND

- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

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

B. Consideration to approve Ordinance No. 2018-39 ACTION ITEM

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY OWNED BY LOCK-N-ROLL SELF STORAGE LLC SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO TO WIT: PARCEL NO. S1419333400, FROM A (AGRICULTURAL ZONING DISTRICT) TO C-2 (AREA COMMERCIAL ZONING DISTRICT); AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

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

9. Mayor/Council Announcements:

10. Executive Session:

A. Consider motion to conduct an executive session pursuant to:

Idaho Code Section 74-206 (1)(f)

(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.

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, October 16, 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
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
Sam Weiger, Planner I

2. ***Invocation:*** *None*

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

4. ***Consent Agenda:*** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

(Timestamp 00:00:44)

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.

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A. City Council Meeting Minutes:

1. Regular City Council Minutes, October 2, 2018

B. Accounts Payable Dated October 11, 2018 in the Amount of $328,780.00

C. Resolutions

1. Consideration to approve Resolution No. R81-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPOINTING ONE (1) NEW MEMBER TO THE CITY OF KUNA, IDAHO DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE, TO REPLACE ONE (1) MEMBER.

2. Consideration to approve Resolution No. R82-2018

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

3. Consideration to approve Resolution No. R83-2018

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 TITLED THE "LEGAL SERVICES AGREEMENT FOR THE CITY OF KUNA", DIRECTING THE CITY CLERK, AND SETTING AN EFFECTIVE DATE

D. Final Plats

1. Consideration to approve Case No. 18-16-FP (Final Plat) for Ensign Subdivision No. 2

Council Member Cardoza asked if item C2 should go out for bid.

Mayor Stear explained they did that occasionally but it was a multiple year type of thing that was rolled over. However, if Council wanted to do that they could.

Council Member Cardoza thought anything contractual over $5,000.00 had to go out for bid.

Public Works Director Bob Bachman explained that was concerning construction or capital improvements projects. This was for the 400 acres out at the farm and had been adopted this way over the last 2 or 3 years.

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 Cardoza, Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: None
Motion carried 4-0.

5. Community Reports or Requests: *None*

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

A. *Public hearing was recessed to October 16, 2018. Additional testimony will be accepted before deliberation continues.*
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 00:03:21)

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 stated he had received Council Member Christensen's questions and sent them out to various agencies for response. He took the liberty of typing up staff's and Kuna Rural Fire Districts answers in a memo as a late exhibit for Council. He reviewed the questions and answers and stood for questions.

Council thanked Mr. Hellman.

Police Chief Jon McDaniel provided responses to the questions from Council Member Christensen as part of the staff report. He stated he received a letter from a citizen concerning the Right-In Right-Out and whether or not it would force people who wanted to head to downtown Kuna to go up to the first court, Copeland Ave, to make a U-turn. He felt there was potential for that but he thought Kay Street would open up and connect as well and traffic could head into town that way. He stood for questions.

Council thanked Chief McDaniel.

Mayor Stear re-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 4-0.

Council President Buban-Vonder Haar reviewed Council's deliberation worksheet and felt, based on prior discussion and everything on record, it would be appropriate to approve the application as submitted.

Council Member Christensen stated, based on how detailed the responses, were he was ready to move forward.

Council President Buban-Vonder Haar moved to approve 18-01-A (Appeal) and 18-12-DR (Design Review) with the conditions of approval as listed. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza Abstained.

7. Business Items:

A. Extra Mile Day Proclamation – Mayor Stear
(Timestamp 00:24:49)

Mayor Stear read the proclamation.

B. Consideration to approve Resolution No. R84-2018 – Public Works Director, Bob Bachman ACTION ITEM
(Timestamp 00:26:52)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR THE 2019 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2019 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2019 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2019 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION

SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2019 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

Public Works Director Bob Bachman presented the Irrigation Assessment. He noted an error on page 6 section V.A.2 and stood for questions.

Council Member Cardoza asked how much potable water was used the previous year.

Mr. Bachman did not have that in front of him but they were tracking it in a spread sheet. He could provide a graph to Council at the next meeting but he believed they were seeing a decrease.

Council Member Cardoza thought something like 26 million was used the previous year.

Mr. Bachman thought that was pretty close. A couple years prior to that it had been up almost to 60 and it decreased down to 30 then 26 and they were working on the final number for 18.

Council President Buban-Vonder Haar noted the Board of Corrections meeting date was set for a Monday but she thought it was supposed to immediately precede a Council Meeting. It needed to be changed from March 18th to the 19th.

Council President Buban-Vonder Haar moved to approve Resolution No. R84-2018 with 2 corrections changing the date of the Board of Corrections meeting from March 18, 2019 to Tuesday, March 19, 2018 at 5:30 PM and on page 6 paragraph V.A.2. the parentheses should read $39.00 instead of $41.00. Seconded by Council Member McPherson. Motion carried 4-0.

C. Consideration to approve 18-01-LS (Lot Split) for Tim Gordon – Sam Weiger, Planner I ACTION ITEM
(Timestamp 00:32:15)

The applicant seeks approval of one Lot Split. The subject properties are located at 1206 North Black Cat Road, Kuna, Idaho 83634.

Planner I Sam Weiger presented the application and stood for questions.

Council President Buban-Vonder Haar moved to approve 18-01-LS (Lot Split) with the conditions of approval. Seconded by Council Member McPherson. Motion carried 4-0.

D. Consideration to approve 18-02-LS (Lot Split) for Stephanie Cortez – Jace Hellman, Planner II ACTION ITEM
(Timestamp 00:34:58)

The applicant is requesting to split approximately one acre off a three-acre parcel. The property is located at 760 South School Avenue, Kuna, ID 83634.

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

Council President Buban-Vonder Haar moved to approve 18-02-LS (Lot Split) with the conditions of approval. Seconded by Council Member McPherson. Motion carried 4-0.

E. Consideration to approve reallocation of Splash Pad Funds – Bobby Withrow, Parks Director ACTION ITEM
(Timestamp 00:36:40)

Parks Director Bobby Withrow explained the remaining Splash Pad funds had gone into the Contingency Fund at the end of the Fiscal Year. He requested the funds be pulled from the Contingency and put back in Capital Improvements in order to finish the project.

Council President Buban-Vonder Haar asked when it would be finished.

Mr. Withrow replied they were near completion. They were waiting until spring to put up all the water features to avoid them being vandalized over the winter and they still needed to put in a little building around the filter. It should be done spring of 2019.

Council Member Cardoza suggested moving the items behind the bathrooms there to keep them from being vandalized.

Mr. Withrow said they were planning to put them in their shop in town.

Council President Buban-Vonder Haar moved to approve the reallocation of $84,244.00 from Contingency to Capital Improvements for completion of the splash pad. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: None
Motion carried 4-0.

8. Ordinances:

A. Second Reading of Ordinance No. 2018-36 – Chris Engels, City Clerk
(Timestamp 00:39:58)

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.

Mayor Stear read the ordinance.

9. Mayor/Council Announcements:
(Timestamp 00:41:05)

Mayor Stear introduced Sergeant Zack Walls. Sergeant Walls was the newest member of the Kuna Police Department. He invited him up to share a little about himself.

Sergeant Walls shared his work experience. He had been working with Kuna Police for about a month and was looking forward to working in Kuna for at least a couple years.

Council welcomed him.

Mayor Stear appreciated the work the Kuna Police Department did.

City Clerk Chris Engels reminded everyone the first Council Meeting in November would be on Wednesday, November 7, 2018 instead of Tuesday because it was an election night.

Chief McDaniel commented when he found out Tom Briggs, after 6 years, was leaving Kuna Police to become a Captain in Barrister he already had his sites sent on Sergeant Walls.

Sergeant Walls added Kuna was growing quickly and it was a good opportunity to learn how a rapidly evolving city interacted with law enforcement and how they could be of service and more intimately involved with that.

Chief McDaniel would love if everybody who wanted to test for supervisor in their organization was required to come out to a contract. They learn so many things that help with being a better supervisor, lieutenant, and boss. It had been an awesome experience for him and they tried to have a lot of fun while they served.

10. Executive Session: *None*

11. Adjournment: **7:47 PM**

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 11.07.2018

CITY OF KUNA
751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5274
Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET

October 16, 2018 – City Council Public Hearing

Case Name: 18-01-A (Appeal) – Kelleher Sub No. 2

Case Type: 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).

**** Persons appearing for the applicant and affected property owners wishing to speak are advised to keep your presentation relevant in reply only to or in rebuttal of the Staff Report. ****

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

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Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip

Jace Hellman

From: Stacey Yarrington <SYarrington@achdidaho.org>
Sent: Monday, October 15, 2018 2:56 PM
To: Jace Hellman
Subject: FW: Kuna City Council - Kelleher Subdivision No. 2

Importance: High

Jace,
I think we have answered the questions below...if not then here is ACHD's response.

4) Limited access within the site would be reviewed by the Fire Department.

5) The development is estimated to only add an additional 20 trips in the PM peak hour, which the LOS for area intersections in this vicinity are all operating currently at A, B, or C, which is above ACHD standard LOS E (2018 Existing LOS Map updated 010218).

6) As indicated in the staff report, Hubbard is a lesser classified street and therefore it is preferred for access to be taken from Hubbard rather than Linder Road. At such time as the intersection is reconstructed the driveway will be restricted to right-in/right-out and it is anticipated that when Kay Street is completed it will provide additional access for southbound travelers.

If you have any other questions, let me know.
Thank you,
Stacey Yarrington

From: David Corcoran
Sent: Wednesday, October 10, 2018 1:59 PM
To: Stacey Yarrington <SYarrington@achdidaho.org>; Christy Little <Clittle@achdidaho.org>
Subject: FW: Kuna City Council - Kelleher Subdivision No. 2
Importance: High

See highlighted below – if it is possible to answer these COB today, that would be awesome. The situation here is that Kuna has approved Kelleher No. 2 now for preliminary and final plat, but they're hung up on Design Review – with the Planning Board having denied it and an appeal to Council. There's one Councilmember that wanted to table this last meeting and told the City they'd provide a list of questions, which it sounds like Kuna staff is putting into a memo. I don't know if we typically provide comment on city-level design review decisions, but if we can they'd appreciate it. Let me know.

Thanks!
David

From: Jace Hellman <jhellman@kunaID.gov>
Sent: Wednesday, October 10, 2018 9:56 AM
To: David Corcoran <Dcorcoran@achdidaho.org>
Subject: Kuna City Council - Kelleher Subdivision No. 2

Hello David,

The Kelleher Subdivision no. 2 was once again recessed to next Tuesday in order to allow more time for a council member to ask some additional questions to staff and partner agencies. Currently, I am working on a memo in order to compile the responses I have been receiving and I was wondering if you would be able to contribute a few answers to some of the questions (See below). The turn around time is quicker than I would like, and I need to have answers by the end of the day today. You could give even simple answers if at all possible that would be greatly appreciated. If not, and even if so, it may not be a bad idea to have a representative from ACHD at the meeting on Tuesday.

Thank you David,

4) Do you forsee any safety issues with limited access in and out of the complex?

5) Although ACHD is recommending and making an exception to their policy do you forsee safety issues with the amount of morning/evening traffic at the intersection of Linder/Hubbard in relation to the entrance/exit of the unit?

6) Do you feel this allows units a safe measure to enter and exit the complex if needed for an emergency?

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

City of Kuna
Planning and Zoning Department

Memo

Jace Hellman - Planner Kuna
testimony
Copies provided to Council 10/16/18

To: Mayor Joe Stear and Members of the Kuna City Council

From: Jace Hellman, Planner II

Date: October 16, 2018

Re: Response to Council

The following area responses to questions staff had received from Council Member Warren Christensen on the evening of October 8, 2018. The responses are Kuna Planning and Zoning Staff and Kuna Rural Fire District:

1) **Why did the developer stray from the original appeal when originally having a desire to close access to the park and allowing a gazebo/green space for the residents of the Kelleher project?**

Staff: This is the original appeal, appeals go directly to City Council and are heard as de novo hearings. The site plan in your packet is the site plan that was originally presented to the planning and zoning commission. The site plan you are referring to (closing off access and a gazebo) was presented as a result of the Commission's decision to table the project until an agreement could be drafted between what was then going to be two completely separate Home Owner Associations (HOAs). The owner was unable to come to an agreement with the existing HOA in the allotted time and a second site plan was presented in effort to appease the Commission, however, it did not. Although an agreement was not created in the short-allotted time, the parcel in question is in fact a part of the existing Chapparosa HOA, inevitably the developer decided to remain within the existing HOA and keep with the originally presented park access, rather than de-annexing from the current HOA, creating a new HOA, and creating an agreement between two parties.

2) **Would the developer consider going back on that proposal (close park access, create horseshoe pits/gazebo) to allow green space for the residents as to not overwhelm the pre-existing park that has been a part of Chapparosa subdivision?**

Staff: This parcel, is a part of the existing HOA, and has every right to remain as a member of the HOA as they are a lot within the subdivision. As a member of the HOA, they are responsible for paying their per lot dues, just like every other member of the HOA, which helps provide for maintenance of the common area. This question is between the applicant, developer and HOA. As a reminder, the City does not dictate the actions of HOAs or between HOAs, as it is a civil matter, nor does the City have requirements for HOAs except for the maintenance of common area landscaping, which is listed within the Covenants, Conditions and Restrictions, which is a part of the platting process.

3) **As per the privacy consideration is it possible to remove the unit that borders the neighborhood giving a sense of privacy for the single level home, allowing for limited viewpoints from the other two units, and also creates more parking spaces for overflow?**

Staff: In an effort to increase privacy for the existing residential subdivision, staff has required additional landscaping along the eastern property line, the applicant has complied and has shifted the landscape plan to show this request. Consideration to remove a building is a decision for the applicant to make. Regarding the overflow parking, current City Code requires one and half spaces per unit. The applicant has provided 2 spaces per unit, this is above what current Kuna City Code requires.

4) **Do you forsee any safety issues with limited access in and out of the complex?**

Staff: Access is determined by Ada County Highway District (ACHD), as they are the traffic experts. One access is all ACHD will allow for this site. The specific location on Hubbard Road was chosen for a couple reason, first, you cannot landlock a parcel according to Idaho State Code, access has to be granted even if it doesn't meet ACHD's policy. Second, Linder Road (which has the existing access) is slated to be five lane road in the future. Hubbard Road (where access is granted from ACHD) is only slated to be a three-lane road. Additionally, staff have called ACHD to inquire if they would consider a second access off of Linder Road and was told "No".

Assistant Fire Chief Terry Gammel: The provided access should be sufficient to accommodate a normal emergency response.

Ada County Highway District: ACHD is required to provide "reasonable access" to all parcels. Linder is planned for 5-lanes, and Hubbard is planned for 3-lanes. As proposed, this layout is better than if the driveway were on Linder.

5) **Although ACHD is recommending and making an exception to their policy do you forsee safety issues with the amount of morning/evening traffic at the intersection of Linder/Hubbard in relation to the entrance/exit of the unit?**

Staff: See No. 4.

Assistant Fire Chief Terry Gammel: As with any increase in traffic volume for any specific area an increase in potential can be assumed however I do not see an increase sufficient to impede emergency traffic

Ada County Highway District: It is not unusual for side streets or driveways to have reasonable delays. At certain times of the day it will be more difficult to make left turning movements.

6) **Do you feel this allows units a safe measure to enter and exit the complex if needed for an emergency?**

Staff: See No. 4.

Assistant Fire Chief Terry Gammel: The provided access should be sufficient to accommodate a normal emergency response.

7) **Is there adequate lighting/visual to ensure the park can be seen or monitored after hours having an exit point that leads into Kelleher units?**

Staff: There is adequate lighting throughout the project, as required in Kuna City Code. However, asking the applicant to install lights on a parcel they do not own, is not applicable to this application. Lights on a HOA lot is a Homeowners association issue, and the City does not get involved with the matters of Homeowners associations.

***

City of Kuna | Payment Approval Report - City Council Approval | Page: 1
Report dates: 10/12/2018-11/1/2018 | Nov 01, 2018 03:50PM

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
2M COMPANY, INC.												
1461	2M COMPANY, INC.	20000179-00	7623	GEOMEMBRANE FOR EROSION CONTROL FOR THE CREEK, J.MORFIN, SEPT.'18	10/13/2018	1,959.32	.00	40-6020 CAPITAL IMPROVEMENTS	1023	10/18		
Total 20000179-00:						1,959.32	.00					
Total 2M COMPANY, INC.:						1,959.32	.00					
A COMPANY, INC.												
1463	A COMPANY, INC.	114-7512077		STANDARD RESTROOM RENTAL, BIWEEKLY SERVICE, #T273, AT THE FARM, 9/17-10/14/18	10/17/2018	92.13	.00	21-6212 RENT-EQUIPMENT	0	10/18		
Total 114-7512077:						92.13	.00					
1463	A COMPANY, INC.	114-7512079		1 EA. ADA WHEELCHAIR ACCESSIBLE AND 1 EA. STANDARD RESTROOM RENTAL, WEEKLY SERVICE, GREENBELT AT CITY HALL, #ADA493 & KK099, 9/17-10/14/18	10/17/2018	303.05	.00	01-6212 RENT-EQUIPMENT	1004	10/18		
Total 114-7512079:						303.05	.00					
1463	A COMPANY, INC.	114-7512080		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, WEEKLY SERVICE AT THE FARM PARK, 9/17-10/14/18	10/17/2018	198.12	.00	01-6212 RENT-EQUIPMENT	1004	10/18		
Total 114-7512080:						198.12	.00					
1463	A COMPANY, INC.	114-7512081		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ARBOR RIDGE PARK,								

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
				#ADA188, 9/17-10/14/18	10/17/2018	198.12	.00	01-6212 RENT-EQUIPMENT	1004	10/18		
Total 114-7512081:						198.12	.00					
1463	A COMPANY, INC.	114-7512082		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, BI-WEEKLY SERVICE, #ADA141, SADIE CREEK PARK, 9/17-10/14/18	10/17/2018	160.00	.00	01-6212 RENT-EQUIPMENT	1004	10/18		
Total 114-7512082:						160.00	.00					
1463	A COMPANY, INC.	114-7512084		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, WEEKLY SERVICE AT NICHOLSON PARK, #ADA412, 9/17-10/14/18	10/17/2018	202.36	.00	01-6212 RENT-EQUIPMENT	1004	10/18		
Total 114-7512084:						202.36	.00					
1463	A COMPANY, INC.	114-7512087		STANDARD RESTROOM RENTAL, BI WEEKLY SERVICE AT WINCHESTER PARK, #ADA397, 9/17-10/14/18	10/17/2018	160.00	.00	01-6212 RENT-EQUIPMENT	1004	10/18		
Total 114-7512087:						160.00	.00					
Total A COMPANY, INC.:						1,313.78	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0522924	7660	BOOK LABEL STAMP, PARKS, OCT '18	10/05/2018	23.11	.00	01-6165 OFFICE SUPPLIES	1004	10/18		
Total 0522924:						23.11	.00					
277	ABC STAMP, SIGNS & AWARDS	0522929		NOTARY STAMP, J.REID, OCT.'18 - ADMIN	10/05/2018	28.76	.00	01-6165 OFFICE SUPPLIES	0	10/18		

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
277	ABC STAMP, SIGNS & AWARDS	0522929		NOTARY STAMP, J.REID, OCT.'18 - WATER	10/05/2018	.73	.00	20-6165 0FFICE SUPPLIES	0	10/18		
277	ABC STAMP, SIGNS & AWARDS	0522929		NOTARY STAMP, J.REID, OCT.'18 - SEWER	10/05/2018	.73	.00	21-6165 OFFICE SUPPLIES	0	10/18		
277	ABC STAMP, SIGNS & AWARDS	0522929		NOTARY STAMP, J.REID, OCT.'18 - P.I	10/05/2018	.37	.00	25-6165 OFFICE SUPPLIES	0	10/18		
Total 0522929:						30.59	.00					
277	ABC STAMP, SIGNS & AWARDS	0523443	7701	NAMEPLATE FOR C. OSWALD, PUBLIC WORKS, N. STAUFFER, OCT. '18 - WATER	10/17/2018	7.62	.00	20-6165 0FFICE SUPPLIES	0	10/18		
277	ABC STAMP, SIGNS & AWARDS	0523443	7701	NAMEPLATE FOR C.OSWALD, PUBLIC WORKS, N. STAUFFER, OCT. '18 - SEWER	10/17/2018	7.62	.00	21-6165 OFFICE SUPPLIES	0	10/18		
277	ABC STAMP, SIGNS & AWARDS	0523443	7701	NAMEPLATE FOR C. OSWALD, PUBLIC WORKS, N. STAUFFER, OCT. '18 - P.I	10/17/2018	2.91	.00	25-6165 OFFICE SUPPLIES	0	10/18		
Total 0523443:						18.15	.00					
277	ABC STAMP, SIGNS & AWARDS	0523793	7729	APPROVAL STAMP, P.STEVENS, OCT.'18 - ADMIN	10/25/2018	9.20	.00	01-6165 OFFICE SUPPLIES	0	10/18		
277	ABC STAMP, SIGNS & AWARDS	0523793	7729	APPROVAL STAMP, P.STEVENS, OCT.'18 - WATER	10/25/2018	12.15	.00	20-6165 0FFICE SUPPLIES	0	10/18		
277	ABC STAMP, SIGNS & AWARDS	0523793	7729	APPROVAL STAMPS, P.STEVENS, OCT.'18 - SEWER	10/25/2018	12.15	.00	21-6165 OFFICE SUPPLIES	0	10/18		
277	ABC STAMP, SIGNS & AWARDS	0523793	7729	APPROVAL STAMP, P.STEVENS, OCT.'18 - P.I	10/25/2018	3.29	.00	25-6165 OFFICE SUPPLIES	0	10/18		
277	ABC STAMP, SIGNS & AWARDS	0523793	7729	APPROVAL STAMP, J.ADAMS, OCT.'18	10/25/2018	34.03	.00	01-6165 OFFICE SUPPLIES	1005	10/18		
Total 0523793:						70.82	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ABC STAMP, SIGNS & AWARDS:						142.67	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15074		SHOP RENT FOR NOVEMBER 2018 - PARKS	10/15/2018	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	10/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15074		SHOP RENT FOR NOVEMBER 2018 - WATER	10/15/2018	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	10/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15074		SHOP RENT FOR NOVEMBER 2018 - SEWER	10/15/2018	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	10/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15074		SHOP RENT FOR NOVEMBER 2018 - P.I	10/15/2018	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	10/18		
Total 15074:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	7948		SHERIFF SERVICES, OCTOBER 2018	10/05/2018	183,845.78	.00	01-6000 LAW ENFORCEMENT SERVICES	0	10/18		
Total 7948:						183,845.78	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						183,845.78	.00					
AGNEW BECK CONSULTING, INC.												
1883	AGNEW BECK CONSULTING, INC.	7561		PROFESSIONAL SERVICES, KUNA COMP PLAN, 9/1-30/18	10/18/2018	2,196.60	.00	01-6202 PR0FESSI0NAL SERVICES	1003	10/18		
Total 7561:						2,196.60	.00					
Total AGNEW BECK CONSULTING, INC.:						2,196.60	.00					
ASPHALT DRIVEWAYS & PATCHING SOLNS LLC												
1640	ASPHALT DRIVEWAYS & PATCHING SOLNS LLC	8995		PATHWAY FOR SPLASH PAD, B.WITHROW, OCT.'18	10/18/2018	13,398.00	.00	40-6020 CAPITAL IMPROVEMENTS	1067	10/18		

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 8995:						13,398.00	.00					
Total ASPHALT DRIVEWAYS & PATCHING SOLNS LLC:						13,398.00	.00					
BARRY RENTAL INC												
1899	BARRY RENTAL INC	181226-4	7707	WINDSHIELD, WIPER ARM, WINDOW SEAL FOR SKIDSTEER BOBCAT, OCT.'18	10/17/2018	129.48	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1899	BARRY RENTAL INC	181226-4	7707	WINDSHIELD, WIPER ARM, WINDOW SEAL FOR SKIDSTEER BOBCAT, OCT.'18	10/17/2018	129.48	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1899	BARRY RENTAL INC	181226-4	7707	WINDSHIELD, WIPER ARM, WINDOW SEAL FOR SKIDSTEER BOBCAT, OCT.'18	10/17/2018	49.32	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
Total 181226-4:						308.28	.00					
Total BARRY RENTAL INC:						308.28	.00					
BONNEVILLE BLUEPRINT SUPPLY, INC.												
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	17994 2	7713	4 ROLLS OF 24" PAPER, M. BORZICK, OCT '18 - WATER	10/17/2018	22.04	.00	20-6165 0FFICE SUPPLIES	0	10/18		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	17994 2	7713	4 ROLLS OF 24" PAPER, M. BORZICK, OCT '18 - SEWER	10/17/2018	22.04	.00	21-6165 OFFICE SUPPLIES	0	10/18		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	17994 2	7713	4 ROLLS OF 24" PAPER, M. BORZICK, OCT '18 - P.I	10/17/2018	8.39	.00	25-6165 OFFICE SUPPLIES	0	10/18		
Total 17994 2:						52.47	.00					
Total BONNEVILLE BLUEPRINT SUPPLY, INC.:						52.47	.00					
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	10102018IBOL		LICENSE RENEWAL FOR T.SHAFFER, #WWT3-18995, #WWL1-18314, #WWTLA-15725, #WWC3-19594, NOV.'18	10/10/2018	120.00	.00	21-6075 DUES & MEMBERSHIPS	0	10/18		

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 10102018IBOLTS:						120.00	.00					
1091	BUREAU OF OCCUPATIONAL LICENSE	10192018IBOL		LICENSE RENEWAL FOR B.WITHROW, BAT-17574, DWD3-18259, WWC1-15519, WWT1-14920	10/19/2018	120.00	.00	01-6075 DUES & MEMBERSHIPS	1004	10/18		
Total 10192018IBOLBW:						120.00	.00					
Total BUREAU OF OCCUPATIONAL LICENSE:						240.00	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	127876	7704	CUSTOMER SERVICE CANDY, LYSOL WIPES, LEGAL PADS, UTILITY BILLING, OCT.'18 - ADMIN	10/16/2018	25.63	.00	01-6165 OFFICE SUPPLIES	0	10/18		
1795	BUYWYZ LLC	127876	7704	CUSTOMER SERVICE CANDY, LYSOL WIPES, LEGAL PADS, UTILITY BILLING, OCT.'18 - WATER	10/16/2018	33.82	.00	20-6165 0FFICE SUPPLIES	0	10/18		
1795	BUYWYZ LLC	127876	7704	CUSTOMER SERVICE CANDY, LYSOL WIPES, LEGAL PADS, UTILITY BILLING, OCT.'18 - SEWER	10/16/2018	33.82	.00	21-6165 OFFICE SUPPLIES	0	10/18		
1795	BUYWYZ LLC	127876	7704	CUSTOMER SERVICE CANDY, LYSOL WIPES, LEGAL PADS, UTILITY BILLING, OCT.'18 - P.I	10/16/2018	9.23	.00	25-6165 OFFICE SUPPLIES	0	10/18		
1795	BUYWYZ LLC	127876	7704	SURGE PROTECTORS, DESK CALENDARS, APPOINTMENT BOOKS, TREATMENT PLANT, OCT.'18 - WATER	10/16/2018	52.00	.00	20-6165 0FFICE SUPPLIES	0	10/18		
1795	BUYWYZ LLC	127876	7704	SURGE PROTECTORS, DESK CALENDARS, APPOINTMENT BOOKS, TREATMENT PLANT, OCT.'18 - SEWER	10/16/2018	52.00	.00	21-6165 OFFICE SUPPLIES	0	10/18		
1795	BUYWYZ LLC	127876	7704	SURGE PROTECTORS, DESK CALENDARS, APPOINTMENT BOOKS, TREATMENT PLANT, OCT.'18 - P.I	10/16/2018	19.82	.00	25-6165 OFFICE SUPPLIES	0	10/18		

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 127876:						226.32	.00					
Total BUYWYZ LLC:						226.32	.00					
CENTURYLINK												
62	CENTURYLINK	208922917910		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/18 - ADMIN	10/07/2018	13.58	13.58	01-6255 TELEPH0NE	0	10/18	10/19/2018	
62	CENTURYLINK	208922917910		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/18 - P & Z	10/07/2018	4.85	4.85	01-6255 TELEPH0NE	1003	10/18	10/19/2018	
62	CENTURYLINK	208922917910		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/18 - WATER	10/07/2018	12.61	12.61	20-6255 TELEPH0NE EXPENSE	0	10/18	10/19/2018	
62	CENTURYLINK	208922917910		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/18 - SEWER	10/07/2018	12.61	12.61	21-6255 TELEPH0NE EXPENSE	0	10/18	10/19/2018	
62	CENTURYLINK	208922917910		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/7-11/06/18 - P.I	10/07/2018	4.84	4.84	25-6255 TELEPH0NE EXPENSE	0	10/18	10/19/2018	
Total 20892291791007110618:						48.49	48.49					
Total CENTURYLINK:						48.49	48.49					
CORE & MAIN LP												
63	CORE & MAIN LP	J392181	7665	RADIOS, REGISTERS AND METERS, B.BURR, OCT.'18	10/05/2018	187.60	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	10/18		
Total J392181:						187.60	.00					
63	CORE & MAIN LP	J463979		SEWER DRAIN FOR SPLASH PAD, OCT.'18	10/05/2018	155.88	.00	40-6020 CAPITAL IMPROVEMENTS	1067	10/18		
Total J463979:						155.88	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
63	CORE & MAIN LP	J482537	7664	METER SET PARTS, VALVES AND ELBOWS, C.DEYOUNG, OCT.'18	10/05/2018	1,562.36	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	10/18		
Total J482537:						1,562.36	.00					
63	CORE & MAIN LP	J602728	7665	METERS AND REGISTERS, B.BURR, OCT.'18	10/05/2018	35,023.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	10/18		
Total J602728:						35,023.00	.00					
Total CORE & MAIN LP:						36,928.84	.00					
D & B SUPPLY												
75	D & B SUPPLY	660218001	7719	PLIERS, DRILL BIT SET, SOCKETS, SOCKET WRENCH, TOTE, J HOOKS, SCREWDRIVER SETS, MAGNETIC DRIVE GUIDE, ACCESSORY CHARGER, RETRACTABLE KNIVES, M.MEADE, OCT.'18	10/19/2018	364.03	.00	01-6175 SMALL TOOLS	1004	10/18		
Total 660218001:						364.03	.00					
Total D & B SUPPLY:						364.03	.00					
DELL MARKETING L.P.												
1466	DELL MARKETING L.P.	10265874464	7507	WATER TABLET AND MOUNTING BASE, M.BORZICK, AUG.'18	09/10/2018	2,937.09	.00	20-6175 SMALL TOOLS	0	10/18		
Total 10265874464:						2,937.09	.00					
Total DELL MARKETING L.P.:						2,937.09	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0696657		HAND PUMP, C.DEYOUNG, OCT.'18	10/03/2018	200.00	.00	20-6175 SMALL TOOLS	0	10/18		

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
219	FERGUSON ENTERPRISES INC	0696657		HAND PUMP, C.DEYOUNG, OCT.'18	10/03/2018	50.00	.00	25-6175 SMALL TOOLS	0	10/18		
Total 0696657:						250.00	.00					
Total FERGUSON ENTERPRISES INC:						250.00	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	7127547	7714	200 FT OF DISCHARGE HOSE, AND CAM LOCK FITTINGS, C. DEYOUNG, OCT. '18	10/18/2018	270.60	.00	20-6150 M & R - SYSTEM	0	10/18		
1083	FLUID CONNECTOR PRODUCTS, INC.	7127547	7714	200 FT OF DISCHARGE HOSE, AND CAM LOCK FITTINGS, C. DEYOUNG, OCT. '18	10/18/2018	67.65	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/18		
Total 7127547:						338.25	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						338.25	.00					
GLOBAL EQUIPMENT COMPANY INC												
1963	GLOBAL EQUIPMENT COMPANY INC	113406405		2 EA. BOLLARDS, J.MORFIN, OCT.'18 - SPLASHPAD PATHWAY	10/29/2018	300.41	.00	40-6020 CAPITAL IMPROVEMENTS	1067	10/18		
Total 113406405:						300.41	.00					
Total GLOBAL EQUIPMENT COMPANY INC:						300.41	.00					
GOLDSTAR PRODUCTS INC												
1961	GOLDSTAR PRODUCTS INC	0071135		GRAFFITI REMOVER, B.WITHROW, OCT.'18	10/01/2018	570.05	.00	01-6025 JANITORIAL	1004	10/18		
Total 0071135:						570.05	.00					
Total GOLDSTAR PRODUCTS INC:						570.05	.00					
GRANITE EXCAVATION INC												

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
1907	GRANITE EXCAVATION INC	08242018GE		MOBILIZATION, ROCK BLASTING AND EXCAVATION AT KUNA ORCHARD REGIONAL LIFT STATION, AUG.'18	08/24/2018	174,356.21	174,356.21	40-6020 CAPITAL IMPROVEMENTS	1104	10/18	10/29/2018	
Total 08242018GE:						174,356.21	174,356.21					
1907	GRANITE EXCAVATION INC	10262018GE		EARTHWORK, ROCK EXCAVATION, SHORING, YARD PIPING AND CONCRETE STRUCTURES AT THE ORCHARD REGIONAL LIFT STATION, PAY REQUEST #2, 8/23-9/30/18	10/26/2018	540,226.32	.00	21-6020 CAPITAL IMPR0VEMENTS	1104	10/18		
Total 10262018GE:						540,226.32	.00					
Total GRANITE EXCAVATION INC:						714,582.53	174,356.21					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	I4970900	7630	NEW SYSTEM SPRINKLER PARTS AT PLANT, J. MORFIN, SEPT.'18 - P.I	09/28/2018	94.84	.00	25-6140 MAINT & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4970900	7630	NEW SYSTEM SPRINKLER PARTS AT PLANT, SEPT.'18 - SEWER	09/28/2018	248.95	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4970900	7630	NEW SYSTEM SPRINKLER PARTS AT PLANT, SEPT.'18 - WATER	09/28/2018	248.94	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/18		
Total I4970900:						592.73	.00					
1552	H.D. FOWLER COMPANY	I4976470	7663	PVC VALVES, COUPLINGS, AND PIPE, M. MEADE, OCT '18 - PARKS	10/04/2018	19.44	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/18		
Total I4976470:						19.44	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1552	H.D. FOWLER COMPANY	I4978001		VALVE FOR THE LANDSCAPING AT THE TREATMENT PLANT, OCT.'18	10/05/2018	23.11	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4978001		VALVE FOR THE LANDSCAPING AT THE TREATMENT PLANT, OCT.'18	10/05/2018	23.11	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4978001		VALVE FOR THE LANDSCAPING AT THE TREATMENT PLANT, OCT.'18	10/05/2018	8.81	.00	25-6140 MAINT & REPAIR BUILDING	0	10/18		
Total I4978001:						55.03	.00					
1552	H.D. FOWLER COMPANY	I4978003	7630	NEW SYSTEM SPRINKLER PARTS AT PLANT, OCT.'18 - SEWER	10/05/2018	41.10	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4978003	7630	NEW SYSTEM SPRINKLER PARTS AT PLANT,OCT..'18 - WATER	10/05/2018	41.10	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4978003	7630	NEW SYSTEM SPRINKLER PARTS AT PLANT, OCT.'18 - P.I	10/05/2018	15.66	.00	25-6140 MAINT & REPAIR BUILDING	0	10/18		
Total I4978003:						97.86	.00					
1552	H.D. FOWLER COMPANY	I4985533	7663	SPRINKLER PARTS, VALVES, COUPLINGS, FOR TREATMENT PLANT, M. MEADE, OCT '18	10/12/2018	50.59	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4985533	7663	SPRINKLER PARTS, VALVES, COUPLINGS, FOR TREATMENT PLANT, M. MEADE, OCT '18	10/12/2018	50.59	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4985533	7663	SPRINKLER PARTS, VALVES, COUPLINGS, FOR TREATMENT PLANT, M. MEADE, OCT '18	10/12/2018	19.27	.00	25-6140 MAINT & REPAIR BUILDING	0	10/18		
Total I4985533:						120.45	.00					
1552	H.D. FOWLER COMPANY	I4985556	7690	SPRINKLER HEADS FOR TREATMENT PLANT, J. MORFIN, OCT. '18	10/12/2018	46.07	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/18		

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1552	H.D. FOWLER COMPANY	I4985556	7690	SPRINKLER HEADS FOR TREATMENT PLANT, J. MORFIN, OCT. '18	10/12/2018	46.07	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
1552	H.D. FOWLER COMPANY	I4985556	7690	SPRINKLER HEADS FOR TREATMENT PLANT, J. MORFIN, OCT. '18	10/12/2018	17.54	.00	25-6140 MAINT & REPAIR BUILDING	0	10/18		
Total I4985556:						109.68	.00					
Total H.D. FOWLER COMPANY:						995.19	.00					
HEWLETT-PACKARD COMPANY												
51	HEWLETT-PACKARD COMPANY	60559312	7626	DESIGNJET PRINTER, SERIAL #CN87N7M049, M.BORZICK, OCT.'18 - WATER	10/10/2018	1,362.90	.00	20-6175 SMALL TOOLS	0	10/18		
51	HEWLETT-PACKARD COMPANY	60559312	7626	DESIGNJET PRINTER, SERIAL #CN87N7M049, M.BORZICK, OCT.'18 - SEWER	10/10/2018	1,362.90	.00	21-6175 SMALL TOOLS	0	10/18		
51	HEWLETT-PACKARD COMPANY	60559312	7626	DESIGNJET PRINTER, SERIAL #CN87N7M049, M.BORZICK, OCT.'18 - P.I	10/10/2018	519.20	.00	25-6175 SMALL TOOLS	0	10/18		
Total 60559312:						3,245.00	.00					
Total HEWLETT-PACKARD COMPANY:						3,245.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - ADMIN	10/31/2018	204.33	.00	01-6290 UTILITIES	0	10/18		
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - P & Z	10/31/2018	29.89	.00	01-6290 UTILITIES	1003	10/18		
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - SENIOR CENTER	10/31/2018	286.29	.00	01-6290 UTILITIES	1001	10/18		
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - STREET LIGHTS	10/31/2018	6,667.95	.00	01-6290 UTILITIES	1002	10/18		

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
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - PARKS	10/31/2018	1,038.89	.00	01-6290 UTILITIES	1004	10/18		
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - WATER	10/31/2018	6,826.20	.00	20-6290 UTILITIES EXPENSE	0	10/18		
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - SEWER	10/31/2018	17,593.33	.00	21-6290 UTILITIES EXPENSE	0	10/18		
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - FARM	10/31/2018	2,193.77	.00	21-6090 FARM EXPENDITURES	0	10/18		
38	IDAHO POWER CO	10312018I		ELECTRIC SERVICE FOR OCTOBER 2018 - P.I	10/31/2018	15,616.94	.00	25-6290 UTILITIES EXPENSE	0	10/18		
Total 10312018I:						50,457.59	.00					
Total IDAHO POWER CO:						50,457.59	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1130184		AD#1819480, LEGAL NOTICE, 18-02-V, OCT.'18	10/03/2018	54.58	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/18		
1802	IDAHO PRESS TRIBUNE, LLC	1130184		AD#1819491, LEGAL NOTICE, 18-02-S, OCT.'18	10/03/2018	51.62	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/18		
1802	IDAHO PRESS TRIBUNE, LLC	1130184		AD#1819547, LEGAL NOTICE, PUBLIC HEARING, OCT.'18	10/03/2018	81.96	.00	01-6125 LEGAL PUBLICATI0NS	0	10/18		
Total 1130184:						188.16	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1130365	7678	LEGAL PUBLICATION, ORDINANCE 2018-35, IRRIGATION ANNEXATION, A.WELKER, OCT.'18	10/10/2018	228.43	.00	25-6125 LEGAL PUBLICATI0NS	0	10/18		
Total 1130365:						228.43	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1131723	7697	AD#1827309, LEGAL NOTICE, 18-03-ZC & 18-12-SUP, CTE HIGH SCHOOL, T.BEHUNIN, OCT.'18	10/24/2018	56.80	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/18		

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 1131723:						56.80	.00					
Total IDAHO PRESS TRIBUNE, LLC:						473.39	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S9027873		NEW EMPLOYEE BACKGROUND INVESTIGATION, J.EMPEY, OCT.'18	10/10/2018	8.00	.00	01-6202 PR0FESSI0NAL SERVICES	0	10/18		
1509	IDAHO STATE POLICE	S9027873		NEW EMPLOYEE BACKGROUND INVESTIGATION, J.EMPEY, OCT.'18	10/10/2018	10.56	.00	20-6202 PROFESSIONAL SERVICES	0	10/18		
1509	IDAHO STATE POLICE	S9027873		NEW EMPLOYEE BACKGROUND INVESTIGATION, J.EMPEY, OCT.'18	10/10/2018	10.56	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/18		
1509	IDAHO STATE POLICE	S9027873		NEW EMPLOYEE BACKGROUND INVESTIGATION, J.EMPEY, OCT.'18	10/10/2018	2.88	.00	25-6202 PROFESSIONAL SERVICES	0	10/18		
Total S9027873:						32.00	.00					
1509	IDAHO STATE POLICE	S9031221		NEW EMPLOYEE FINGERPRINTING, C.BLACK, SEPT.'18	09/28/2018	10.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/18		
Total S9031221:						10.00	.00					
1509	IDAHO STATE POLICE	S9033960		NEW EMPLOYEE FINGER PRINTING, J. PEREZ, OCT.'18	10/04/2018	10.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/18		
Total S9033960:						10.00	.00					
Total IDAHO STATE POLICE:						52.00	.00					

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IDAHO STATE TREASURER'S OFFICE												
1965	IDAHO STATE TREASURER'S OFFICE	10252018ISTO		IDAHO UNCLAIMED PROPERTY, STATE TREASURER'S OFFICE, J.EMPEY, OCT.'18	10/25/2018	7,134.90	7,134.90	99-1075 Utility Cash Clearing	0	10/18	10/29/2018	
Total 10252018ISTO:						7,134.90	7,134.90					
Total IDAHO STATE TREASURER'S OFFICE:						7,134.90	7,134.90					
INNOVATIVE AIR INC												
1960	INNOVATIVE AIR INC	23739	7691	BEARING FLANGE FOR THE HVAC SYSTEM IN THE PROCESS BLDG, 1 WEATHER-RITE G1900060 BEARING FLANGE 1-3/16IN, FOR HVAC SYSTEM PLANT, M. NADEAU, OCT '18	10/29/2018	604.63	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
Total 23739:						604.63	.00					
Total INNOVATIVE AIR INC:						604.63	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	110150		ASSISTED T.RIVERA W/LOGGING INTO THE PC AND SETTING UP EMAIL, OCT.'18 - WATER	10/07/2018	36.96	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		ASSISTED T.RIVERA W/LOGGING INTO PC AND SETTING UP EMAIL, OCT.'18 - SEWER	10/07/2018	36.96	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		ASSISTED T.RIVERA W/LOGGING INTO PC AND SETTING UP EMAIL, OCT.'18 - P.I	10/07/2018	14.08	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		RESCHEDULING APPOINTMENT, VENDOR NO SHOW, OCT.'18	10/07/2018	88.00	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		UPGRADED IRRIGATION RATES FOR CASELLE, OCT.'18	10/07/2018	70.40	.00	25-6142 MAINT. & REPAIRS -				

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
								EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		TROUBLESHOOTING/UPGRADING CASELLE SERVER, OCT.'18 - WATER	10/07/2018	85.01	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		TROUBLESHOOTING/UPGRADING CASELLE SERVER, OCT.'18 - SEWER	10/07/2018	85.01	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		TROUBLESHOOTING/UPGRADING CASELLE SERVER, OCT.'18 - P.I	10/07/2018	32.38	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		WORKING WITH CASELLE TECH SUPPORT, OCT.'18 - WATER	10/07/2018	48.05	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		WORKING WITH CASELLE TECH SUPPORT, OCT.'18 - SEWER	10/07/2018	48.05	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110150		WORKING WITH CASELLE TECH SUPPORT, OCT.'18 - P.I	10/07/2018	18.30	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
Total 110150:						563.20	.00					
1595	INTEGRINET SOLUTIONS, INC.	110235		NEW COMPUTER FOR A.WELKER, CLERKS OFFICE, OCT.'18 - ADMIN	10/06/2018	1,203.45	.00	01-6175 SMALL TOOLS	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110235		NEW COMPUTER FOR A.WELKER, CLERKS OFFICE, OCT.'18 - WATER	10/06/2018	30.73	.00	20-6175 SMALL TOOLS	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110235		NEW COMPUTER FOR A.WELKER, CLERKS OFFICE, OCT.'18 - SEWER	10/06/2018	30.73	.00	21-6175 SMALL TOOLS	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110235		NEW COMPUTER FOR A.WELKER, CLERKS OFFICE, OCT.'18 - P.I	10/06/2018	15.36	.00	25-6175 SMALL TOOLS	0	10/18		

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 110235:						1,280.27	.00					
1595	INTEGRINET SOLUTIONS, INC.	110260		MONTHLY SERVICE, 2 HOURS/WEEK PRO ACTION, SERVER AND STATUS MONITORING FOR 2 SERVERS, SYMANTEC ENDPOINT PROTECTION, SYMANTEC EMAIL SAFEGUARD.CLOUD, FOR NOVEMBER 2018 - ADMIN	10/15/2018	304.95	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110260		MONTHLY SERVICE, 2 HRS/WEEK PROACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, SYMANTEC ENDPOINT PROTECTION, SYMANTEC EMAIL SAFEGUARD.CLOUD, FOR NOVEMBER 2018 - P & Z	10/15/2018	108.91	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110260		MONTHLY SERVICE, 2 HRS/WEEK PROACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, SYMANTEC ENDPOINT PROTECTION, SYMANTEC EMAIL SAFEGUARD.COM, FOR NOVEMBER 2018 - WATER	10/15/2018	283.17	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110260		MONTHLY SERVICE, 2 HRS/WEEK PROACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, SYMANTEC ENDPOINT PROTECTION, SYMANTEC EMAIL SAFEGUARD.COM, FOR NOVEMBER 2018 - SEWER	10/15/2018	283.17	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110260		MONTHLY SERVICE, 2 HRS/WEEK PROACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE AND STATUS MONITORING FOR 2 SERVERS, SYMANTEC ENDPOINT PROTECTION,								

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
				SYMANTEC EMAIL SAFEGUARD.COM, FOR NOVEMBER 2018 - P.I	10/15/2018	108.90	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
Total 110260:						1,089.10	.00					
1595	INTEGRINET SOLUTIONS, INC.	110381		ADDITIONAL LABOR FOR SETTING UP NEW CASELLE SERVER, INSTALLING CASELLE UPGRADE TO CASELLE CONNECT AND INSTALLING NEPTUNE SOFTWARE UPGRADE, UTILITY BILLING, OCT.'18 - ADMIN	10/14/2018	178.20	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110381		ADDITIONAL LABOR FOR SETTING UP NEW CASELLE SERVER, INSTALLING UPGRADE TO CASELLE CONNECT AND INSTALLING UPGRADE TO NEPTUNE, UTILITY BILLING, OCT.'18 - WATER	10/14/2018	235.22	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110381		ADDITIONAL LABOR FOR SETTING UP NEW CASELLE SERVER, INSTALLING UPGRADE TO CASELLE CONNECT AND UPGRADING NEPTUNE SOFTWARE, UTILITY BILLING, OCT.'18 - SEWER	10/14/2018	235.22	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110381		ADDITIONAL LABOR FOR SETTING UP NEW CASELLE SERVER, INSTALLING UPGRADE TO CASELLE CONNECT AND UPGRADING TO NEPTUNE SOFTWARE, UTILITY BILLING, OCT.'18 - P.I	10/14/2018	64.16	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
Total 110381:						712.80	.00					
1595	INTEGRINET SOLUTIONS, INC.	110492		SET UP TWO USERS, SEWER DEPT, OCT.'18	10/21/2018	44.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		

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
1595	INTEGRINET SOLUTIONS, INC.	110492		ADDITIONAL LABOR TO SET UP PERMISSIONS FOR HR FOLDER AND MOVING J.REID'S COMPUTER, OCT.'18	10/21/2018	41.36	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110492		ADDITIONAL LABOR TO SET UP PERMISSIONS FOR HR FOLDER AND MOVING J.REID'S COMPUTER, OCT.'18	10/21/2018	1.06	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110492		ADDITIONAL LABOR TO SET UP PERMISSIONS FOR HR FOLDER AND MOVING J.REID'S COMPUTER, OCT.'18	10/21/2018	1.06	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110492		ADDITIONAL LABOR TO SET UP PERMISSIONS FOR HR FOLDER AND MOVE J.REID'S COMPUTER, OCT.'18	10/21/2018	.52	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110492		SET UP NEW USER, DELETED REQUESTED USERS AND HID REQUESTED USERS FROM THE GAL, PER M.BORZICK, OCT.'18	10/21/2018	18.48	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110492		SET UP NEW USER, DELETED REQUESTED USERS AND HID REQUESTED USERS FROM THE GAL, PER M.BORZICK, OCT.'18	10/21/2018	18.48	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1595	INTEGRINET SOLUTIONS, INC.	110492		SET UP NEW USER, DELETED REQUESTED USERS AND HID REQUESTED USERS FROM THE GAL, PER M.BORZICK, OCT.'18	10/21/2018	7.04	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
Total 110492:						132.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						3,777.37	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196091		NATURAL GAS CONSUMPTION AT THE SENIOR CENTER, 9/12-10/11/18	10/12/2018	71.22	71.22	01-6290 UTILITIES	1001	10/18	10/19/2018	

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
Total 4821351960912101118:						71.22	71.22					
37	INTERMOUNTAIN GAS CO	482634665912		NATURAL GAS CONSUMPTION AT CITY HALL, 9/12-10/11/18 - ADMIN	10/12/2018	10.13	10.13	01-6290 UTILITIES	0	10/18	10/19/2018	
37	INTERMOUNTAIN GAS CO	482634665912		NATURAL GAS CONSUMPTION AT CITY HALL, 9/12-10/11/18 - P & Z	10/12/2018	3.62	3.62	01-6290 UTILITIES	1003	10/18	10/19/2018	
37	INTERMOUNTAIN GAS CO	482634665912		NATURAL GAS CONSUMPTION AT CITY HALL, 9/12-10/11/18 - WATER	10/12/2018	9.41	9.41	20-6290 UTILITIES EXPENSE	0	10/18	10/19/2018	
37	INTERMOUNTAIN GAS CO	482634665912		NATURAL GAS CONSUMPTION AT CITY HALL, 9/12-10/11/18 - SEWER	10/12/2018	9.41	9.41	21-6290 UTILITIES EXPENSE	0	10/18	10/19/2018	
37	INTERMOUNTAIN GAS CO	482634665912		NATURAL GAS CONSUMPTION AT CITY HALL, 9/12-10/11/18 - P. I.	10/12/2018	3.61	3.61	25-6290 UTILITIES EXPENSE	0	10/18	10/19/2018	
Total 482634665912101118:						36.18	36.18					
Total INTERMOUNTAIN GAS CO:						107.40	107.40					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	10052018-101		SANITATION RECEIPT TRANSFER, 10/05-11/18	10/12/2018	57,716.02	57,716.02	26-7000 SOLID WASTE SERVICE FEES	0	10/18	10/12/2018	
230	J & M SANITATION, INC.	10052018-101		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 10/05-11/18	10/12/2018	-5,702.34	-5,702.34	01-4170 FRANCHISE FEES	0	10/18	10/12/2018	
Total 10052018-10112018:						52,013.68	52,013.68					
230	J & M SANITATION, INC.	10122018-101		SANITATION RECEIPT TRANSFER, 10/12-18/18	10/19/2019	61,176.60	61,176.60	26-7000 SOLID WASTE SERVICE FEES	0	10/18	10/19/2018	
230	J & M SANITATION, INC.	10122018-101		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 10/12-18/18	10/19/2019	-6,044.25	-6,044.25	01-4170 FRANCHISE FEES	0	10/18	10/19/2018	

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
Total 10122018-10182018:						55,132.35	55,132.35					
230	J & M SANITATION, INC.	10192018-102		SANITATION RECEIPT TRANSFER, 10/19-25/18	10/26/2018	27,613.10	27,613.10	26-7000 SOLID WASTE SERVICE FEES	0	10/18	10/29/2018	
230	J & M SANITATION, INC.	10192018-102		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 10/19-25/18	10/26/2018	-2,728.17	-2,728.17	01-4170 FRANCHISE FEES	0	10/18	10/29/2018	
Total 10192018-10252018:						24,884.93	24,884.93					
Total J & M SANITATION, INC.:						132,030.96	132,030.96					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	2963850		BANK FEES, OCT.'18	10/22/2018	31.04	.00	01-6505 BANK FEES	0	10/18		
1328	JACK HENRY & ASSOCIATES, INC.	2963850		BANK FEES, OCT.'18	10/22/2018	11.09	.00	01-6505 BANK FEES	1003	10/18		
1328	JACK HENRY & ASSOCIATES, INC.	2963850		BANK FEES, OCT.'18	10/22/2018	28.82	.00	20-6505 BANK FEES	0	10/18		
1328	JACK HENRY & ASSOCIATES, INC.	2963850		BANK FEES, OCT.'18	10/22/2018	28.82	.00	21-6505 BANK FEES	0	10/18		
1328	JACK HENRY & ASSOCIATES, INC.	2963850		BANK FEES, OCT.'18	10/22/2018	11.08	.00	25-6505 BANK FEES	0	10/18		
Total 2963850:						110.85	.00					
Total JACK HENRY & ASSOCIATES, INC.:						110.85	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0120152		PROFESSIONAL SERVICES FROM 9/2-30/18 - KUNA DOWNTOWN REVITALIZATION PHASE 11A & B - CITY MATCH - ADMIN	10/02/2018	900.00	.00	01-6045 C0NTINGENCY	1119	10/18		

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
1236	J-U-B ENGINEERS, INC.	0120152		PROFESSIONAL SERVICES FROM 9/2-30/18 - KUNA DOWNTOWN REVITALIZATION PHASE 11A & B - CITY MATCH, PARKS	10/02/2018	675.00	.00	01-6045 C0NTINGENCY	1004	10/18		
1236	J-U-B ENGINEERS, INC.	0120152		PROFESSIONAL SERVICES FROM 9/2-30/18 - KUNA DOWNTOWN REVITALIZATION PHASE 11A & B, CITY MATCH - WATER	10/02/2018	270.00	.00	20-6045 C0NTINGENCY	1119	10/18		
1236	J-U-B ENGINEERS, INC.	0120152		PROFESSIONAL SERVICES FROM 9/2-30/18, KUNA DOWNTOWN REVITALIZATION PHASE 11A & B, CITY MATCH - SEWER	10/02/2018	270.00	.00	21-6045 C0NTINGENCY	1119	10/18		
1236	J-U-B ENGINEERS, INC.	0120152		PROFESSIONAL SERVICES FROM 9/2-30/18, KUNA DOWNTOWN REVITALIZATION PHASE 11A & B, CITY MATCH - P.I	10/02/2018	135.00	.00	25-6045 C0NTINGENCY FUND	1119	10/18		
Total 0120152:						2,250.00	.00					
Total J-U-B ENGINEERS, INC.:						2,250.00	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0000015		PROFESSIONAL SERVICES 9/1-30/18, ORCHARD REGIONAL LIFT STATION	10/11/2018	3,060.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1104	10/18		
Total 0000015:						3,060.00	.00					
429	KELLER ASSOCIATES, INC.	10052018KA		PROFESSIONAL SERVICES 9/4-30/2018 - KUNA LAGOON NO. 7 SEEPAGE TEST	10/05/2018	1,925.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/18		
Total 10052018KA:						1,925.00	.00					
Total KELLER ASSOCIATES, INC.:						4,985.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	705		FIBER OPTIC LEASE FOR OCTOBER 2018 - ADMIN	10/23/2018	84.00	.00	01-6255 TELEPH0NE	0	10/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	705		FIBER OPTIC LEASE FOR OCTOBER 2018 - P & Z	10/23/2018	30.00	.00	01-6255 TELEPH0NE	1003	10/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	705		FIBER OPTIC LEASE FOR OCTOBER 2018 - WATER	10/23/2018	78.00	.00	20-6255 TELEPH0NE EXPENSE	0	10/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	705		FIBER OPTIC LEASE FOR OCTOBER 2018 - SEWER	10/23/2018	78.00	.00	21-6255 TELEPH0NE EXPENSE	0	10/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	705		FIBER OPTIC LEASE FOR OCTOBER 2018 - P.I	10/23/2018	30.00	.00	25-6255 TELEPH0NE EXPENSE	0	10/18		
Total 705:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	B118888	7653	FOAM SEALANT AND VALVE BOX FOR SPLASH PAD SEWER LINE, B.BOWEN, OCT.'18	10/02/2018	11.76	.00	40-6020 CAPITAL IMPROVEMENTS	1067	10/18		
Total B118888:						11.76	.00					
499	KUNA LUMBER	B119330	7692	ZIP TIES FOR THE ORANGE FENCE AT THE RENAISSANCE FAIR, J.MORFIN, OCT.'18	10/12/2018	9.88	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/18		
Total B119330:						9.88	.00					
499	KUNA LUMBER	B119492	7709	MIDLINK FOR DRINKING WATER SERVICE LINE, J.COX, OCT.'18	10/17/2018	11.24	.00	20-6150 M & R - SYSTEM	0	10/18		

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 B119492:						11.24	.00					
499	KUNA LUMBER	B119724	7726	COUPLERS, ADAPTERS AND NIPPLES, J.COX, OCT.'18	10/23/2018	25.52	.00	20-6150 M & R - SYSTEM	0	10/18		
Total B119724:						25.52	.00					
Total KUNA LUMBER:						58.40	.00					
KUNA WELDING												
46	KUNA WELDING	4537	7699	METER RING FABRICATION, B. BURNS, OCT. 18	10/15/2018	28.41	.00	20-6150 M & R - SYSTEM	0	10/18		
Total 4537:						28.41	.00					
Total KUNA WELDING:						28.41	.00					
KWIK SILVER EMBROIDERY												
1769	KWIK SILVER EMBROIDERY	12598	7599	SHIRTS FOR S.HOWELL & B.GILLOGLY WITH EMBROIDERY,OCT.'18	10/03/2018	108.05	.00	01-6285 UNIF0RMS	0	10/18		
1769	KWIK SILVER EMBROIDERY	12598	7599	SHIRTS FOR S.HOWELL & B.GILLOGLY WITH EMBROIDERY, OCT.'18	10/03/2018	43.22	.00	20-6285 UNIF0RMS EXPENSE	0	10/18		
1769	KWIK SILVER EMBROIDERY	12598	7599	SHIRTS FOR S.HOWELL & B.GILLOGLY WITH EMBROIDERY, OCT.'18	10/03/2018	43.22	.00	21-6285 UNIF0RMS EXPENSE	0	10/18		
1769	KWIK SILVER EMBROIDERY	12598	7599	SHIRTS FOR S.HOWELL & B.GILLOGLY WITH EMBROIDERY, OCT.'18	10/03/2018	21.61	.00	25-6285 UNIF0RMS EXPENSE	0	10/18		
1769	KWIK SILVER EMBROIDERY	12598	7599	SHIRTS FOR PUBLIC WORKS WITH EMBROIDERY, B.BACHMAN, OCT.'18	10/03/2018	728.22	.00	20-6285 UNIF0RMS EXPENSE	0	10/18		
1769	KWIK SILVER EMBROIDERY	12598	7599	SHIRTS FOR PUBLIC WORKS WITH EMBROIDERY, B.BACHMAN,OCT.'18	10/03/2018	728.22	.00	21-6285 UNIF0RMS EXPENSE	0	10/18		

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
1769	KWIK SILVER EMBROIDERY	12598	7599	SHIRTS FOR PUBLIC WORKS WITH EMBROIDERY,OCT.'18	10/03/2018	277.41	.00	25-6285 UNIF0RMS EXPENSE	0	10/18		
Total 12598:						1,949.95	.00					
Total KWIK SILVER EMBROIDERY:						1,949.95	.00					
LET IT FLY LLC												
1930	LET IT FLY LLC	1 02402		2 STAINLESS SNAPS AND ROPE, OCT.'18	10/10/2018	51.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/18		
Total 1 02402:						51.00	.00					
Total LET IT FLY LLC:						51.00	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR677971		MONTHLY COPY CARE INCLUDING PARTS, LABOR, AND TONER, MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938, CITY HALL, 10/3-11/2/18 - ADMIN	10/05/2018	91.30	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/18		
1619	LOCAHAN LLC	AR677971		MONTHLY COPY CARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938, CITY HALL, 10/3-11/12/18	10/05/2018	32.61	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	10/18		
1619	LOCAHAN LLC	AR677971		MONTHLY COPY CARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938, CITY HALL, 10/3-11/2/18	10/05/2018	84.78	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	10/18		
1619	LOCAHAN LLC	AR677971		MONTHLY COPY CARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938, CITY HALL, 10/3-11/2/18	10/05/2018	84.78	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		

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
1619	LOCAHAN LLC	AR677971		MONTHLY COPY CARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938, CITY HALL, 10/3-11/2/18	10/05/2018	32.61	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
Total AR677971:						326.08	.00					
Total LOCAHAN LLC:						326.08	.00					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	10122018SW		REIMBURSEMENT FOR PARKING - TRAINING/MEETINGS, S.WEIGER, OCT.'18 - P&Z	10/12/2018	42.00	.00	01-6265 TRAINING & SCH00LING	1003	10/18		
Total 10122018SW:						42.00	.00					
1849	MISCELLANEOUS VENDORS 2	10292018DBP		REFUNDING PLUMBING PERMIT #16405/DB PLUMBING	10/29/2018	65.00	.00	01-4361 PLUMBING PERMITS	1003	10/18		
Total 10292018DBP:						65.00	.00					
1849	MISCELLANEOUS VENDORS 2	10302018LH		PARKING AND MEAL REIMBURSEMENT FOR MEETINGS IN OCT.'18 - L.HOLLAND, ECONOMIC DEVELOPMENT	10/30/2018	59.47	.00	01-6155 MEETINGS/COMMITTEES	4000	10/18		
Total 10302018LH:						59.47	.00					
Total MISCELLANEOUS VENDORS 2:						166.47	.00					
MR. MUDD CONCRETE CORP.												
1604	MR. MUDD CONCRETE CORP.	32473		CONCRETE FOR REPAIRS, T.FLEMING, OCT.'18	10/04/2018	361.00	.00	20-6150 M & R - SYSTEM	0	10/18		

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 32473:						361.00	.00					
1604	MR. MUDD CONCRETE CORP.	32474		CONCRETE FOR HYDRANT REPAIR AT FREMONT MIDDLE SCHOOL, T.FLEMING, OCT.'18	10/04/2018	212.00	.00	20-6150 M & R - SYSTEM	0	10/18		
Total 32474:						212.00	.00					
Total MR. MUDD CONCRETE CORP.:						573.00	.00					
NEOPOST USA INC												
615	NEOPOST USA INC	N7371358		MAIL METERING LEASE PAYMENT, 11/5/18-2/4/19 - ADMIN	10/05/2018	135.72	.00	01-6190 P0STAGE & BILLING	0	10/18		
615	NEOPOST USA INC	N7371358		MAIL METERING LEASE PAYMENT, 11/5/18-2/4/19 - P & Z	10/05/2018	19.39	.00	01-6190 P0STAGE & BILLING	1003	10/18		
615	NEOPOST USA INC	N7371358		MAIL METERING LEASE PAYMENT, 11/5/18-2/4/19 - WATER	10/05/2018	206.81	.00	20-6190 P0STAGE & BILLING	0	10/18		
615	NEOPOST USA INC	N7371358		MAIL METERING LEASE PAYMENT, 11/5/18-2/4/19 - SEWER	10/05/2018	206.81	.00	21-6190 P0STAGE & BILLING	0	10/18		
615	NEOPOST USA INC	N7371358		MAIL METERING LEASE PAYMENT, 11/5/18-2/4/19 - P.I	10/05/2018	77.56	.00	25-6190 P0STAGE & BILLING	0	10/18		
Total N7371358:						646.29	.00					
Total NEOPOST USA INC:						646.29	.00					
PARTS, INC.												
470	PARTS, INC.	176117	7646	BRAKE FLUID FOR SHOP SUPPLY, S.HOWELL, OCT.'18 - ADMIN	10/01/2018	3.67	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
470	PARTS, INC.	176117	7646	BRAKE FLUID FOR SHOP SUPPLY, S.HOWELL, OCT.'18 - WATER	10/01/2018	1.47	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		

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
470	PARTS, INC.	176117	7646	BRAKE FLUID FOR SHOP SUPPLY, S.HOWELL, OCT.'18 - SEWER	10/01/2018	1.47	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
470	PARTS, INC.	176117	7646	BRAKE FLUID FOR SHOP SUPPLY, S.HOWELL, OCT.'18 - P.I	10/01/2018	.73	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/18		
Total 176117:						7.34	.00					
470	PARTS, INC.	176148	7651	BRAKE PADS, TRUCK #23, S.HOWELL, OCT.'18	10/02/2018	94.39	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
Total 176148:						94.39	.00					
470	PARTS, INC.	176864	7685	BATTERY FOR TRUCK #27, S.HOWELL, OCT.'18 - ADMIN	10/11/2018	67.50	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
470	PARTS, INC.	176864	7685	BATTERY FOR TRUCK #27, S.HOWELL, OCT.'18 - WATER	10/11/2018	27.00	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
470	PARTS, INC.	176864	7685	BATTERY FOR TRUCK #27, S.HOWELL, OCT.'18 - SEWER	10/11/2018	27.00	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
470	PARTS, INC.	176864	7685	BATTERY FOR TRUCK #27, S.HOWELL, OCT.'18 - P.I	10/11/2018	13.45	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/18		
Total 176864:						134.95	.00					
470	PARTS, INC.	177246	7708	ZIP TIES AND PENETRATING LIQUID, B.BURR, OCT.'18	10/17/2018	38.49	.00	20-6150 M & R - SYSTEM	0	10/18		
Total 177246:						38.49	.00					
470	PARTS, INC.	177619	7722	BLUE DEF 2.5 GAL. FLUID FOR TRUCK 24, M. MEADE, OCT. '18	10/22/2018	14.49	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	10/18		

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 177619:						14.49	.00					
Total PARTS, INC.:						289.66	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	910882		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 11/1-30/18 - WATER	11/01/2018	211.72	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/18		
1021	PEAK ALARM COMPANY, INC	910882		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 11/1-30/18 - P.I	11/01/2018	52.93	.00	25-6140 MAINT & REPAIR BUILDING	0	10/18		
Total 910882:						264.65	.00					
Total PEAK ALARM COMPANY, INC:						264.65	.00					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	20522	7698	REPAIRS AT SADIE CREEK PUMP STATION, EMERGENCY SERVICE CALL, D.CROSSLEY, OCT.'18	10/10/2018	400.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/18		
Total 20522:						400.00	.00					
Total PRECISION PUMPING SYSTEMS:						400.00	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	T447782		RETURNED STRUTS, CREDIT MEMO, SEPT.'18	09/28/2018	-8.43	.00	21-6150 M & R - SYSTEM	0	10/18		
Total T447782:						-8.43	.00					
1613	REXEL USA, INC.	T447796		PIPE CLAMPS FOR THE BLOWER ROOM, T.SHAFFER,								

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	09/28/2018	8.42	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
Total T447796:						8.42	.00					
1613	REXEL USA, INC.	T549559	7686	LIGHTS FOR PARKING LOT AT PLANT, S. HOWELL, OCT. '18 - WATER	10/12/2018	46.79	.00	20-6150 M & R - SYSTEM	0	10/18		
1613	REXEL USA, INC.	T549559	7686	LIGHTS FOR PARKING LOT AT PLANT, S.HOWELL, OCT.'18 - SEWER	10/12/2018	46.79	.00	21-6150 M & R - SYSTEM	0	10/18		
1613	REXEL USA, INC.	T549559		LIGHTS FOR PARKING LOT AT PLANT, S.HOWELL, OCT.'18 - P.I	10/12/2018	17.82	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/18		
Total T549559:						111.40	.00					
1613	REXEL USA, INC.	T552459		3 EA. CAPACITORS FOR TREATMENT PLANT LIGHTS, OCT.'18 - WATER	10/15/2018	12.95	.00	20-6150 M & R - SYSTEM	0	10/18		
1613	REXEL USA, INC.	T552459		3 EA. CAPACITORS FOR TREATMENT PLANT LIGHTS, OCT.'18 - SEWER	10/15/2018	12.95	.00	21-6150 M & R - SYSTEM	0	10/18		
1613	REXEL USA, INC.	T552459		3 EA. CAPACITORS FOR TREATMENT PLANT LIGHTS, OCT.'18 - P.I	10/15/2018	4.94	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/18		
Total T552459:						30.84	.00					
1613	REXEL USA, INC.	T594009	7712	5 EA. PIPE CLAMPS, M.NADEAU, OCT.'18	10/18/2018	5.72	.00	21-6150 M & R - SYSTEM	0	10/18		
Total T594009:						5.72	.00					
Total REXEL USA, INC.:						147.95	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ROBERT RAY SEEKELL												
1942	ROBERT RAY SEEKELL	2	7741	TREE TRIMMING AND REMOVAL BEHIND INDIAN CREEK SCHOOL, J. LORENTZ, OCT. '18	10/29/2018	5,900.00	.00	40-6020 CAPITAL IMPROVEMENTS	1169	10/18		
Total 2:						5,900.00	.00					
Total ROBERT RAY SEEKELL:						5,900.00	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	P04389	7679	CYLINDERS FOR JACOBSON LAWNMOWER, S.HOWELL, OCT.'18	10/04/2018	340.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/18		
Total P04389:						340.48	.00					
478	ROCKY MOUNTAIN TURF & INDUSTRI	P04399	7679	CYLINDERS FOR JACOBSON LAWNMOWER, S.HOWELL, OCT.'18	10/04/2018	567.38	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/18		
Total P04399:						567.38	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						907.86	.00					
SHARP ELECTRONICS CORP -LEASE												
1734	SHARP ELECTRONICS CORP - LEASE	5005339278		MONTHLY COPIER LEASE, MODEL #MX2615N, TREATMENT PLANT 10/1-31/18 - PARKS	10/04/2018	17.33	.00	01-6212 RENT-EQUIPMENT	1004	10/18		
1734	SHARP ELECTRONICS CORP - LEASE	5005339278		MONTHLY COPIER LEASE, MODEL#MX2615N, 10/1-31/18 - WATER	10/04/2018	27.92	.00	20-6212 RENT - EQUIPMENT	0	10/18		
1734	SHARP ELECTRONICS CORP - LEASE	5005339278		MONTHLY COPIER LEASE, MODEL #MX2615N, 10/1-31/18 - SEWER	10/04/2018	34.65	.00	21-6212 RENT-EQUIPMENT	0	10/18		
1734	SHARP ELECTRONICS CORP - LEASE	5005339278		MONTHLY COPIER LEASE, MODEL #MX2615N, 10/1-31/18 - P.I	10/04/2018	16.36	.00	25-6212 RENT - EQUIPMENT	0	10/18		

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 5005339278:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					
SHARP ELECTRONICS CORP-METERED												
1806	SHARP ELECTRONICS CORP-METERED	11614830		COPIERS EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 6/1-30/18	07/31/2018	16.72	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/18		
1806	SHARP ELECTRONICS CORP-METERED	11614830		COPIERS EXCESS METER READING, MODEL#MX2615N SERIAL #55096581, 6/1-30/18	07/31/2018	26.94	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1806	SHARP ELECTRONICS CORP-METERED	11614830		COPIERS EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 6/1-30/18	07/31/2018	33.44	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1806	SHARP ELECTRONICS CORP-METERED	11614830		COPIERS EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 6/1-30/18	07/31/2018	15.79	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
Total 11614830:						92.89	.00					
1806	SHARP ELECTRONICS CORP-METERED	11646500		COPIERS EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 7/1-31/18	08/31/2018	16.11	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/18		
1806	SHARP ELECTRONICS CORP-METERED	11646500		COPIERS EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 7/1-31/18	08/31/2018	25.96	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/18		
1806	SHARP ELECTRONICS CORP-METERED	11646500		COPIERS EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 7/1-31/18	08/31/2018	32.23	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
1806	SHARP ELECTRONICS CORP-METERED	11646500		COPIERS EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 7/1-31/18	08/31/2018	15.21	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/18		
Total 11646500:						89.51	.00					
Total SHARP ELECTRONICS CORP-METERED:						182.40	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
SPECIALTY PLASTICS & FABRICATI, INC.												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	73559	7710	CHEM RESISTANT GLUE AND PRIMER, M.NADEAU, OCT.'18 - SEWER	10/17/2018	26.31	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
Total 73559:						26.31	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						26.31	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427581708		NEW EMPLOYEE DRUG SCREEN, C.BLACK, SEWER, SEPT.'18	09/28/2018	40.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/18		
Total 427581708:						40.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427679484		NEW EMPLOYEE DRUG SCREEN AND IMMUNIZATIONS/VACCINATIONS, J.PEREZ, OCT.'18	10/03/2018	198.32	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/18		
Total 427679484:						198.32	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427892951		NEW EMPLOYEE IMMUNIZATIONS/VACCINATIONS, T.RIVERA, OCT.'18	10/15/2018	66.49	.00	20-6202 PROFESSIONAL SERVICES	0	10/18		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427892951		NEW EMPLOYEE IMMUNIZATIONS/VACCINATIONS, T.RIVERA, OCT.'18	10/15/2018	66.49	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/18		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427892951		NEW EMPLOYEE IMMUNIZATIONS/VACCINATIONS, T.RIVERA, OCT.'18	10/15/2018	25.34	.00	25-6202 PROFESSIONAL SERVICES	0	10/18		
Total 427892951:						158.32	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427939310		NEW EMPLOYEE IMMUNIZATIONS/VACCINATIONS , C.BLACK, OCT.'18	10/19/2018	237.59	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/18		

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 427939310:						237.59	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						634.23	.00					
STATE OF IDAHO												
180	STATE OF IDAHO	10232018ITD#		REGISTRATION RENEWAL, 05 FORD PICKUP, PARKS TRUCK #8, NOV.'18	10/23/2018	23.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	10/18		
Total 10232018ITD#8:						23.00	.00					
180	STATE OF IDAHO	10232018ITD#		REGISTRATION RENEWAL, 91 MAZD PICKUP, SEWER TRUCK, NOV.'18	10/23/2018	23.00	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
Total 10232018ITD#S:						23.00	.00					
180	STATE OF IDAHO	10232018ITDD		REGISTRATION RENEWAL, 03 FORD DUMP TRUCK, NOV.'18 - ADMIN	10/23/2018	6.44	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
180	STATE OF IDAHO	10232018ITDD		REGISTRATION RENEWAL, 03 FORD DUMP TRUCK, NOV.'18 - P & Z	10/23/2018	2.30	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1003	10/18		
180	STATE OF IDAHO	10232018ITDD		REGISTRATION RENEWAL, 03 FORD DUMP TRUCK, NOV.'18 - WATER	10/23/2018	5.98	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
180	STATE OF IDAHO	10232018ITDD		REGISTRATION RENEWAL, 03 FORD DUMP TRUCK, NOV.'18 - SEWER	10/23/2018	5.98	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
180	STATE OF IDAHO	10232018ITDD		REGISTRATION RENEWAL, 03 FORD DUMP TRUCK, NOV.'18 - P.I	10/23/2018	2.30	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/18		
Total 10232018ITDDUMP:						23.00	.00					
Total STATE OF IDAHO:						69.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	182529988	7702	BUSINESS CARDS FOR TOM RIVERA, UTILITY LOCATOR, OCT.'18	10/25/2018	16.80	.00	20-6165 0FFICE SUPPLIES	0	10/18		
1435	TAYLOR CORPORATION	182529988	7702	BUSINESS CARDS FOR TOM RIVERA,UTILITY LOCATOR, OCT. '18	10/25/2018	16.80	.00	21-6165 OFFICE SUPPLIES	0	10/18		
1435	TAYLOR CORPORATION	182529988	7702	BUSINESS CARDS FOR TOM RIVERA, UTILITY LOCATOR, OCT.'18	10/25/2018	6.40	.00	25-6165 OFFICE SUPPLIES	0	10/18		
Total 182529988:						40.00	.00					
Total TAYLOR CORPORATION:						40.00	.00					
TEANCUM LLC												
1959	TEANCUM LLC	81064	7689	KEY MADE FOR WATER CHEVY TRUCK 3500, S. HOWELL, OCT. '18	10/11/2018	21.00	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/18		
1959	TEANCUM LLC	81064	7689	KEY MADE FOR WATER CHEVY TRUCK 3500, S. HOWELL, OCT. '18	10/11/2018	5.25	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/18		
Total 81064:						26.25	.00					
Total TEANCUM LLC:						26.25	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:05791717	7716	REPLACEMENT MEDICAL SUPPLIES FOR MAINTENANCE SHOP, OCT.'18 - PARKS	10/23/2018	76.85	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	10/18		
992	TREASURE VALLEY COFFEE	2160:05791717	7716	REPLACEMENT MEDICAL SUPPLIES FOR THE TREATMENT PLANT, OCT.'18	10/23/2018	47.54	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	10/18		
992	TREASURE VALLEY COFFEE	2160:05791717		REPLACEMENT MEDICAL SUPPLIES FOR THE TREATMENT PLANT, OCT.'18 - SEWER	10/23/2018	47.54	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/18		

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
992	TREASURE VALLEY COFFEE	2160:05791717		REPLACEMENT MEDICAL SUPPLIES FOR THE TREATMENT PLANT, OCT.'18 - P.I	10/23/2018	18.12	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	10/18		
Total 2160:05791717:						190.05	.00					
992	TREASURE VALLEY COFFEE	2160:05791717	7725	1 CASE COFFEE, 1 CANISTER SUGAR, 5 CANISTERS CREAMER FOR CITY HALL, OCT.'18	10/23/2018	69.80	.00	01-6165 OFFICE SUPPLIES	0	10/18		
Total 2160:05791717-01:						69.80	.00					
992	TREASURE VALLEY COFFEE	2160:05798413	7694	5 EA. 5-GALLON BOTTLES OF WATER, 2 EA. COOLER RENTALS, CITY HALL, OCT.'18	10/12/2018	58.50	.00	01-6165 OFFICE SUPPLIES	0	10/18		
Total 2160:05798413:						58.50	.00					
992	TREASURE VALLEY COFFEE	2160:05798483	7694	2 EA. 5-GALLON BOTTLES OF WATER, 1 EA. COOLER RENTAL, MAINTENANCE SHOP, OCT.'18	10/12/2018	22.40	.00	01-6165 OFFICE SUPPLIES	1004	10/18		
Total 2160:05798483:						22.40	.00					
992	TREASURE VALLEY COFFEE	2160:05798513	7734	3 EA 5-GALLON BOTTLES OF WATER, CITY HALL, OCT. '18	10/26/2018	17.10	.00	01-6165 OFFICE SUPPLIES	0	10/18		
Total 2160:05798513:						17.10	.00					
992	TREASURE VALLEY COFFEE	2160:05806536		3 EA. 5-GALLON BOTTLES OF WATER, 3 SLEEVES PAPER CUPS, 1 EA WATER COOLER RENTAL, TREATMENT PLANT, OCT.'18	10/18/2018	11.92	.00	20-6165 0FFICE SUPPLIES	0	10/18		
992	TREASURE VALLEY COFFEE	2160:05806536		3 EA. 5-GALLON BOTTLES OF WATER, 3 SLEEVES PAPER CUPS, 1 EA WATER COOLER RENTAL, TREATMENT PLANT,								

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
				OCT.'18	10/18/2018	11.92	.00	21-6165 OFFICE SUPPLIES	0	10/18		
992	TREASURE VALLEY COFFEE	2160:05806536		3 EA. 5-GALLON BOTTLES OF WATER, 3 SLEEVES PAPER CUPS, 1 EA. WATER COOLER RENTAL, TREATMENT PLANT, OCT.'18	10/18/2018	4.54	.00	25-6165 OFFICE SUPPLIES	0	10/18		
Total 2160:05806536:						28.38	.00					
Total TREASURE VALLEY COFFEE:						386.23	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	369030879		COPIER CONTRACT 500-0519539-000, RICOH MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938 - CITY HALL, OCT.'18	10/23/2018	115.60	.00	01-6212 RENT-EQUIPMENT	0	10/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	369030879		COPIER CONTRACT 500-0519539-000, RICOH MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938 - CITY HALL, OCT.'18	10/23/2018	41.29	.00	01-6212 RENT-EQUIPMENT	1003	10/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	369030879		COPIER CONTRACT 500-0519539-000, RICOH MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938 - CITY HALL, OCT.'18	10/23/2018	107.34	.00	20-6212 RENT - EQUIPMENT	0	10/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	369030879		COPIER CONTRACT 500-0519539-000, RICOH MODEL #MPC4504EX SERIAL #C737M540938 & C737M540155 - CITY HALL, OCT.'18	10/23/2018	107.34	.00	21-6212 RENT-EQUIPMENT	0	10/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	369030879		COPIER CONTRACT 500-0519539-000, RICOH MODEL #MPC4504EX SERIAL #C737M540155 & C737M540938 - CITY HALL, OCT.'18	10/23/2018	41.28	.00	25-6212 RENT - EQUIPMENT	0	10/18		
Total 369030879:						412.85	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
UTILITY REFUND #6												
1951	UTILITY REFUND #6	10122018K		KOLO, 1180 W 4TH ST - UTILITY REFUND	10/12/2018	100.00	100.00	99-1075 Utility Cash Clearing	0	10/18	10/12/2018	
Total 10122018K:						100.00	100.00					
1951	UTILITY REFUND #6	10192018BC		BARBARA CUSTER, 1525 CASTRO DR, UTILITY REFUND	10/19/2018	243.31	243.31	99-1075 Utility Cash Clearing	0	10/18	10/19/2018	
Total 10192018BC:						243.31	243.31					
1951	UTILITY REFUND #6	10192018P		PARKERVILLE, 702 E ANDREA ST, UTILITY REFUND	10/19/2018	77.46	77.46	99-1075 Utility Cash Clearing	0	10/18	10/19/2018	
Total 10192018P:						77.46	77.46					
Total UTILITY REFUND #6:						420.77	420.77					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9815635552		TABLET SERVICE - 9/2-10/1/18 - ADMIN	10/01/2018	3.71	3.71	01-6255 TELEPH0NE	0	10/18	10/12/2018	
1575	VERIZON WIRELESS	9815635552		TABLET SERVICE, 9/2-10/1/18 - PARKS	10/01/2018	8.16	8.16	01-6255 TELEPH0NE	1004	10/18	10/12/2018	
1575	VERIZON WIRELESS	9815635552		TABLET SERVICE, 9/2-10/1/18 - BUILDING INSPECTION	10/01/2018	31.15	31.15	01-6255 TELEPH0NE	1005	10/18	10/12/2018	
1575	VERIZON WIRELESS	9815635552		TABLET SERVICE, 9/2-10/1/18 - WATER	10/01/2018	42.43	42.43	20-6255 TELEPH0NE EXPENSE	0	10/18	10/12/2018	
1575	VERIZON WIRELESS	9815635552		TABLET SERVICE, 9/2-10/1/18 - SEWER	10/01/2018	51.33	51.33	21-6255 TELEPH0NE EXPENSE	0	10/18	10/12/2018	
1575	VERIZON WIRELESS	9815635552		TABLET SERVICE, 9/2-10/1/18 - P.I	10/01/2018	11.57	11.57	25-6255 TELEPH0NE EXPENSE	0	10/18	10/12/2018	

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	9815635552		TABLET EQUIPMENT CHARGES, T.RIVERA, OCT.'18	10/01/2018	130.20	130.20	20-6175 SMALL TOOLS	0	10/18	10/12/2018	
1575	VERIZON WIRELESS	9815635552		TABLET EQUIPMENT CHARGES, T.RIVERA, OCT.'18	10/01/2018	130.20	130.20	21-6175 SMALL TOOLS	0	10/18	10/12/2018	
1575	VERIZON WIRELESS	9815635552		TABLET EQUIPMENT CHARGES, T.RIVERA, OCT.'18	10/01/2018	49.59	49.59	25-6175 SMALL TOOLS	0	10/18	10/12/2018	
Total 9815635552:						458.34	458.34					
Total VERIZON WIRELESS:						458.34	458.34					
VICTORY GREENS												
364	VICTORY GREENS	463122		BUSHES AND TREES FOR LANDSCAPING AT THE TREATMENT PLANT, SEPT.'18 - WATER	09/11/2018	318.65	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/18		
364	VICTORY GREENS	463122		BUSHES AND TREES FOR LANDSCAPING AT THE TREATMENT PLANT, SEPT.'18 - SEWER	09/11/2018	318.65	.00	21-6140 MAINT & REPAIR BUILDING	0	10/18		
364	VICTORY GREENS	463122		BUSHES AND TREES FOR LANDSCAPING AT THE TREATMENT PLANT, SEPT.'18 - P.I	09/11/2018	121.40	.00	25-6140 MAINT & REPAIR BUILDING	0	10/18		
Total 463122:						758.70	.00					
Total VICTORY GREENS:						758.70	.00					
WESTERN BUILDING MAINTENANCE, INC.												
1499	WESTERN BUILDING MAINTENANCE, INC.	0111867-IN		JANITORIAL SERVICES FOR OCTOBER - CITY HALL - ADMIN	10/22/2018	120.40	.00	01-6025 JANITORIAL	0	10/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111867-IN		JANITORIAL SERVICES FOR OCTOBER - CITY HALL - P & Z	10/22/2018	43.00	.00	01-6025 JANITORIAL	1003	10/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111867-IN		JANITORIAL SERVICES FOR OCTOBER - CITY HALL - WATER	10/22/2018	111.80	.00	20-6025 JANITORIAL	0	10/18		

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
1499	WESTERN BUILDING MAINTENANCE, INC.	0111867-IN		JANITORIAL SERVICES FOR OCTOBER - CITY HALL - SEWER	10/22/2018	111.80	.00	21-6025 JANITORIAL	0	10/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111867-IN		JANITORIAL SERVICES FOR OCTOBER - CITY HALL - P.I	10/22/2018	43.00	.00	25-6025 JANITORIAL	0	10/18		
Total 0111867-IN:						430.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0111868-IN		JANITORIAL SERVICES FOR OCTOBER - TREATMENT PLANT - WATER	10/22/2018	31.50	.00	20-6025 JANITORIAL	0	10/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111868-IN		JANITORIAL SERVICES FOR OCTOBER - TREATMENT PLANT - SEWER	10/22/2018	31.50	.00	21-6025 JANITORIAL	0	10/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0111868-IN		JANITORIAL SERVICES FOR OCTOBER - TREATMENT PLANT - P.I	10/22/2018	12.00	.00	25-6025 JANITORIAL	0	10/18		
Total 0111868-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						505.00	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN000796709		MAINTENANCE ON GENERATOR AT BUTLER WELL, OCT.'18	10/17/2018	1,593.88	.00	20-6150 M & R - SYSTEM	0	10/18		
Total IN000796709:						1,593.88	.00					
Total WESTERN STATES EQUIPMENT CO.:						1,593.88	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	130063		LEGAL SERVICES, SEPTEMBER 2018 - ADMIN	09/30/2018	1,124.81	1,124.81	01-6202 PR0FESSI0NAL SERVICES	0	10/18	10/12/2018	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	130063		LEGAL SERVICES, SEPTEMBER 2018 - P & Z	09/30/2018	401.72	401.72	01-6202 PR0FESSI0NAL SERVICES	1003	10/18	10/12/2018	

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
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	130063		LEGAL SERVICES, SEPTEMBER 2018 - WATER	09/30/2018	1,044.47	1,044.47	20-6202 PROFESSIONAL SERVICES	0	10/18	10/12/2018	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	130063		LEGAL SERVICES, SEPTEMBER 2018 - SEWER	09/30/2018	1,044.47	1,044.47	21-6202 PR0FESSI0NAL SERVICES	0	10/18	10/12/2018	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	130063		LEGAL SERVICES, SEPTEMBER 2018 - P.I	09/30/2018	401.72	401.72	25-6202 PROFESSIONAL SERVICES	0	10/18	10/12/2018	
Total 130063:						4,017.19	4,017.19					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						4,017.19	4,017.19					
Grand Totals:						1,188,314.32	318,574.26					

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

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

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

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

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

MEMORANDUM

Date: October 25, 2018

From: Bob Bachman, Public Works Director

To: Mayor and Council

RE: **Cash Bond Agreement- Greyhawk Subdivision No. 8**

Mayor and Council,

Hubble Homes is requesting a cash bond for Phase 8 of Greyhawk Subdivision for street lights and landscaping. They are not confident the landscaping with survive or grow in the upcoming weather. They will be installing the street lights, however, they believe there will be delays in the project that, in turn, will delay the date in which the power is turned on.

The cash bonds are in the amount of 125% of the bids attached:

Landscaping total: $140,899.18
Street Light total: $55,750.00
Cash Bond total: $196,649.18

Please contact me with any questions or concerns.

Thank you,

Bob Bachman

RESOLUTION NO. R88-2018
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE HOMES LLC FOR THE GREYHAWK SUBDIVISION PHASE 8 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Greyhawk Subdivision Phase 8 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Greyhawk Subdivision Phase 8 were approved by the Kuna City Engineer on July 9, 2018; and

WHEREAS construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS the landscaping and street lights have not been completed for Greyhawk Subdivision Phase 8 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at one hundred twelve thousand seven hundred nineteen dollars and thirty-five cents ($112,719.35) adding 25% for a total of one hundred forty thousand eight hundred ninety-nine dollars and eighteen cents ($140,899.18); and

WHEREAS the street light completion has been estimated at forty-four thousand six hundred dollars ($44,600.00) adding 25% for a total of fifty-five thousand seven hundred fifty dollars ($55,750.00); and

WHEREAS developer desires to record the final plat for Greyhawk Subdivision Phase 8 prior to completion of construction; and

WHEREAS Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for Greyhawk Subdivision under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least one hundred ninety-six thousand six hundred forty-nine dollars and eighteen cents ($196,649.18);

4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of November, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of November, 2018.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between HUBBLE HOMES LLC (hereinafter "Developer"); whose address is 701 S Allen Street- Suite 104, Meridian, Idaho 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for Phase No. 8 of the development known as Greyhawk Subdivision, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:

    a. Approved Sheet No. C2.2, or Street Light Plan, of the Construction Plans for Greyhawk Subdivision No. 8 and the associated bid for the Street Lights by Alloway Electric Co., Inc.,

    b. Approved Landscape Plan for Greyhawk Subdivision No. 8 and the associated Bid for Landscaping by Power Enterprises,

    The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of one hundred ninety-six thousand six hundred forty-nine dollars and eighteen cents ($196,649.18), for deposit with City in its accounts (the "Cash Deposit"), which includes:

    a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

    b. To that total, the following additional sums may be added upon the following considerations:

        i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for

the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.

4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.

5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.

6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit, The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.

7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach

of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.

9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.

10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.

13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.

14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

17. Default. In the event either party hereto defaults in any of the covenants or agreements

contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.

19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.

21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.

22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of October, 2018.

_____

By Hubble Homes LLC
General Partner

_____
City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

STATE OF IDAHO)
: SS
County of Ada))

On this ____ day of October, 2018, before me _____, personally appeared _____ known or identified to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that he/she executed the same as General Partner and on behalf of the HUBBLE HOMES LLC.

S
E
A
L

_____
Notary Public for _____
My commission expires on _____

Alloway Electric Co., Inc.
"Green Before Green Was Cool"
502 E. 45th St.
Boise, Idaho 83714
Tel. (208) 344-2508 Fax (208) 345-9844
www.allowayelectric.com

Date: September 25, 2018

To: Hubble Homes
701 S. Allen St. Suite 104
Meridian, Idaho 83642
Tel. 871-0540
Attn: Mitch Armuth
email marmuth@hubblehomes.com

Bid for Hubble Homes to provide street lighting for Greyhawk Subdivision #8 located in Kuna, Idaho. This quote is per sheet C2.2 by CK Engineering dated 06/06/2018. Scope of work to include the following:

(1) Provide installation of (8 ea.) 25 ft. street lights consisting of 4" x 4" anchor base square steel bronze poles mounted on reinforced concrete bases poured flush with the ground and fitted with Ridgeview 2-bar LED luminaires. These street lights will be placed on the interior of the subdivision.
(2) Provide installation of (4 ea.) 25 ft. street lights consisting of 4" x 4" anchor base square steel bronze poles mounted on reinforced concrete bases poured flush with the ground and fitted with Ridgeview 4-bar LED luminaires. These street lights will be placed on the frontage streets of Kay St. and Ardell St.
(3) Provide approximately 1250 lineal ft. of trench, conduit, wire, and backfill, along with the necessary non-metered service junction boxes and pull boxes, to extend power to each of the above-mentioned street lights.
(4) Provide City of Kuna electrical permit.

Labor and Materials-$44,600.00

Thank you for considering Alloway! Joe Deaver

Signature: Please sign and return when accepted.
Excludes: SWPPP, traffic control, IPCO connections/fees, roadway sleeve
This quote is valid until the end of the business day 10/10/2018.

Proposal

POWER ENTERPRISES

16131 Franklin Road
Nampa, ID 83687
Phone (208) 461-4670 Fax (208) 461-4354

PROPOSAL SUBMITTED TO: Hubble Homes	**PHONE:** Mitch Armuth 208-433-8800 **DATE:** 4/19/2018
STREET:	**JOB NAME/LOCATION:** Greyhawk 8
CITY, STATE and ZIP CODE:	**DATE OF PLANS:** 3/16/2018 no revisions
	ID Bureau of Occupational License # RCE-616 State of ID Public Works License # 16668-AAA-4

Item	Description		Quantity	Unit	Unit Cost	Sub-Total
1	Sprinkler System		1	ls	$29,605.20	$29,605.20
2	Sleeving		1	ls	$950.00	$950.00
3	Machine/Crew Grading		1	ls	$6,212.00	$6,212.00
4	Sod		53,485	sf	$0.39	$20,859.15
5	Bark Mulch		138	cy	$85.00	$11,730.00
6	Trees: 1.5" Deciduous		23	ea	$295.00	$6,785.00
7	Trees: 2" Deciduous		33	ea	$335.00	$11,055.00
8	Trees: 6' Conifer		50	ea	$295.00	$14,750.00
9	Plants: 5 gallon Blue Shag Eastern White Pine		17	ea	$85.00	$1,445.00
10	Plants: 5 gallon		4	ea	$42.00	$168.00
11	Plants: 2 gallon Merlot Flower Carpet Rose		20	ea	$36.00	$720.00
12	Plants: 2 gallon		66	ea	$28.00	$1,848.00
13	Plants: 1 gallon		162	ea	$16.00	$2,592.00
14	Boulders		40,000	lb	$0.10	$4,000.00
15						
16						
17						
18						
19						
20	**Exclusions:** **Soil amendments, topsoil import, and all site fixtures.**					
21	**Notes:** **1. Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor.** **2. Quoted sod only to match prior phases. If hydroseeding is preferred for this phase, we will provide a price.**					
22						
					Total	**$112,719.35**

QUALIFICATIONS

- If additional off-site topsoil is required, cost will be $25.00 / CY
- Rough Grade within 2/10
- Bond not included, but available at 2.5%
- Plant material warranted 1 year
- No Signage
- Adequate pressure and volume of water to be supplied by Developer/General Contractor/Owner

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Aaron Dressen
208-949-0870

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

City of Kuna

City Council

Findings of Fact and Conclusions of Law

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.

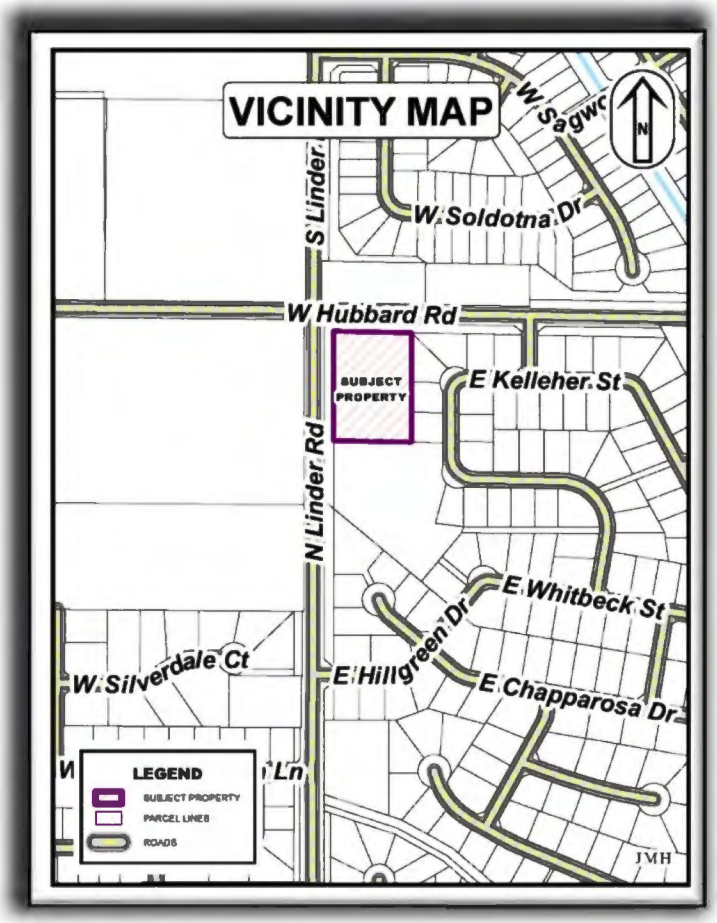
Planner: Jace Hellman, Planner II

Hearing Date: October 2, 2018
Findings: **November 7, 2018**

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

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

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



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A. Process and Noticing
B. Applicants Request
C. Exhibit Maps
D. Site History
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K. Comprehensive Plan Analysis
L. Kuna City Code Analysis
M. Conclusions of Law
N. Commission's Recommendation of Denial
O. Councils Order of Decision
P. Conditions of Approval

A. Process and Noticing:

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

a. Notifications

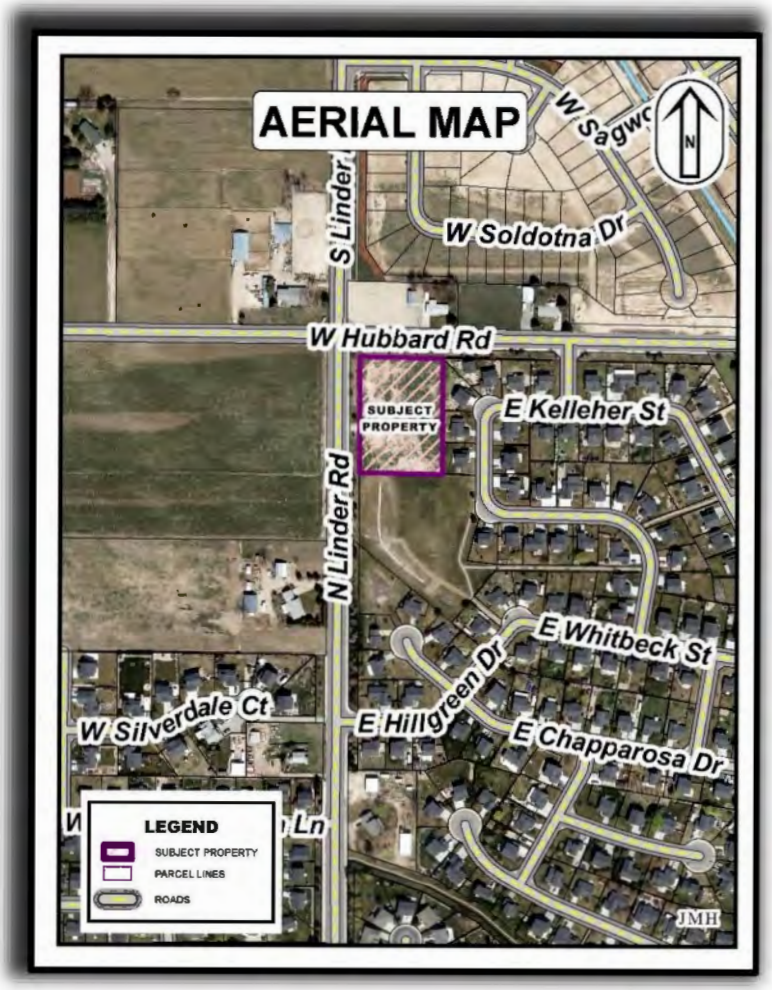
i. Neighborhood Meeting March 5, 2018 (3 people attended)

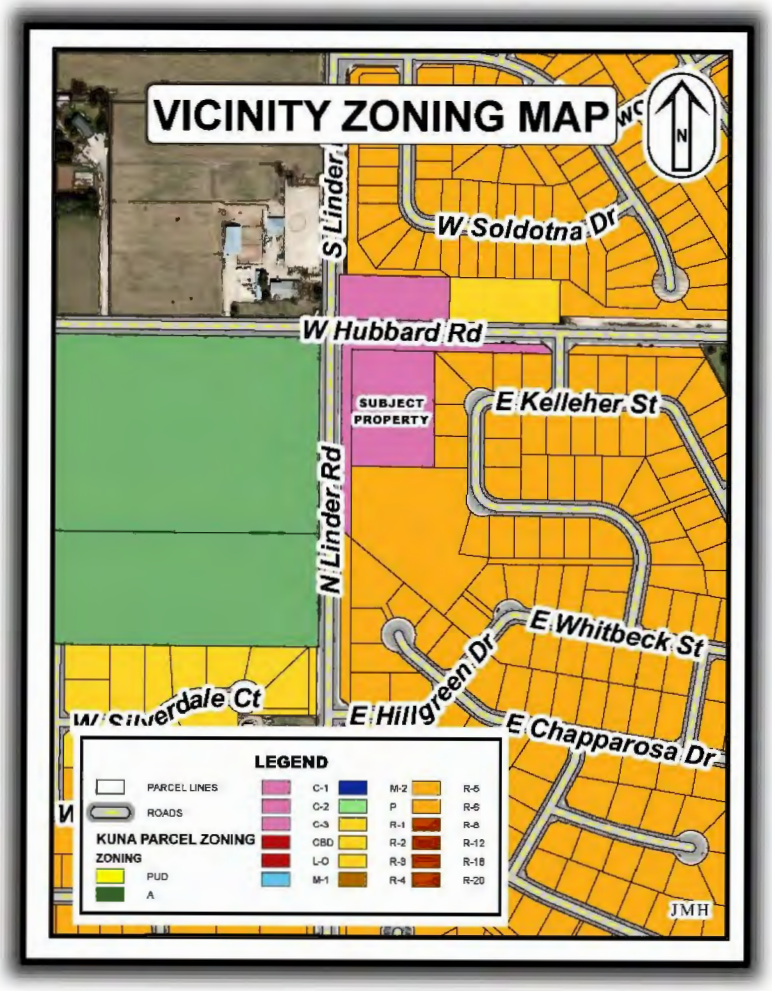
ii.	Agency Comment Request	April 20, 2018
iii.	350' Property Owners Notice	August 29, 2018
iv.	Kuna Melba Newspaper	August 29, 2018
v.	Site Posted	September 4, 2018
vi.	Public Hearing	October 3, 2018

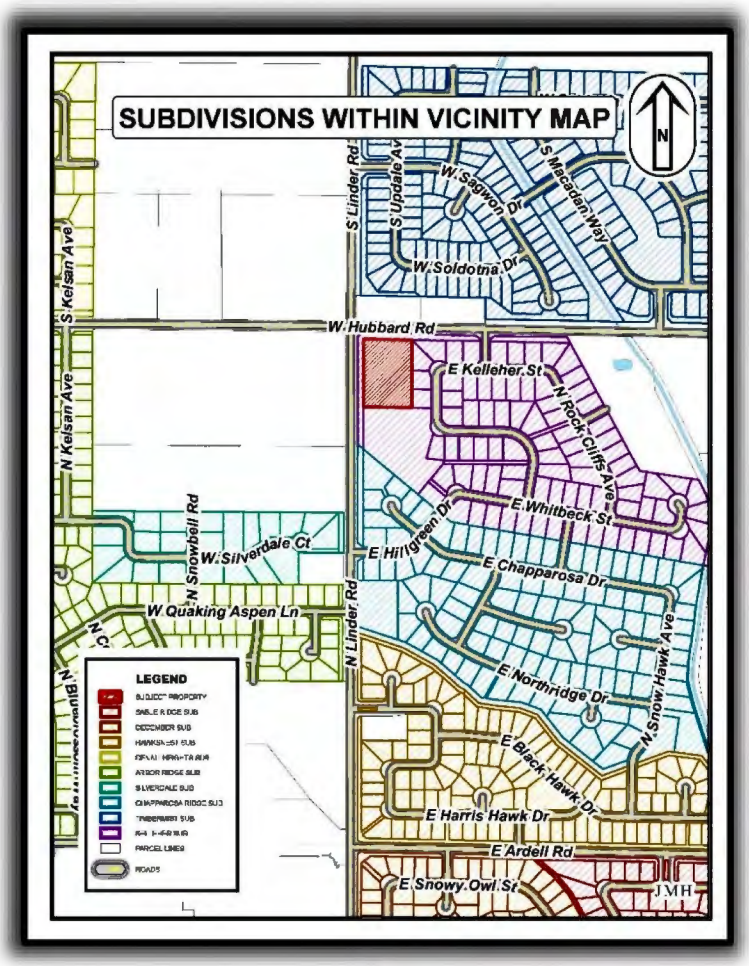
B. Applicant's Request:

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

C. Exhibit Maps:





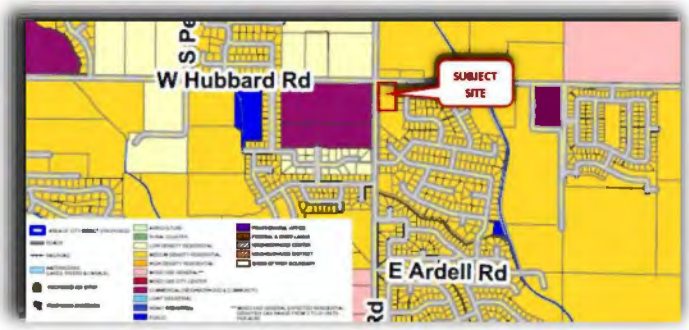


D. Site History:

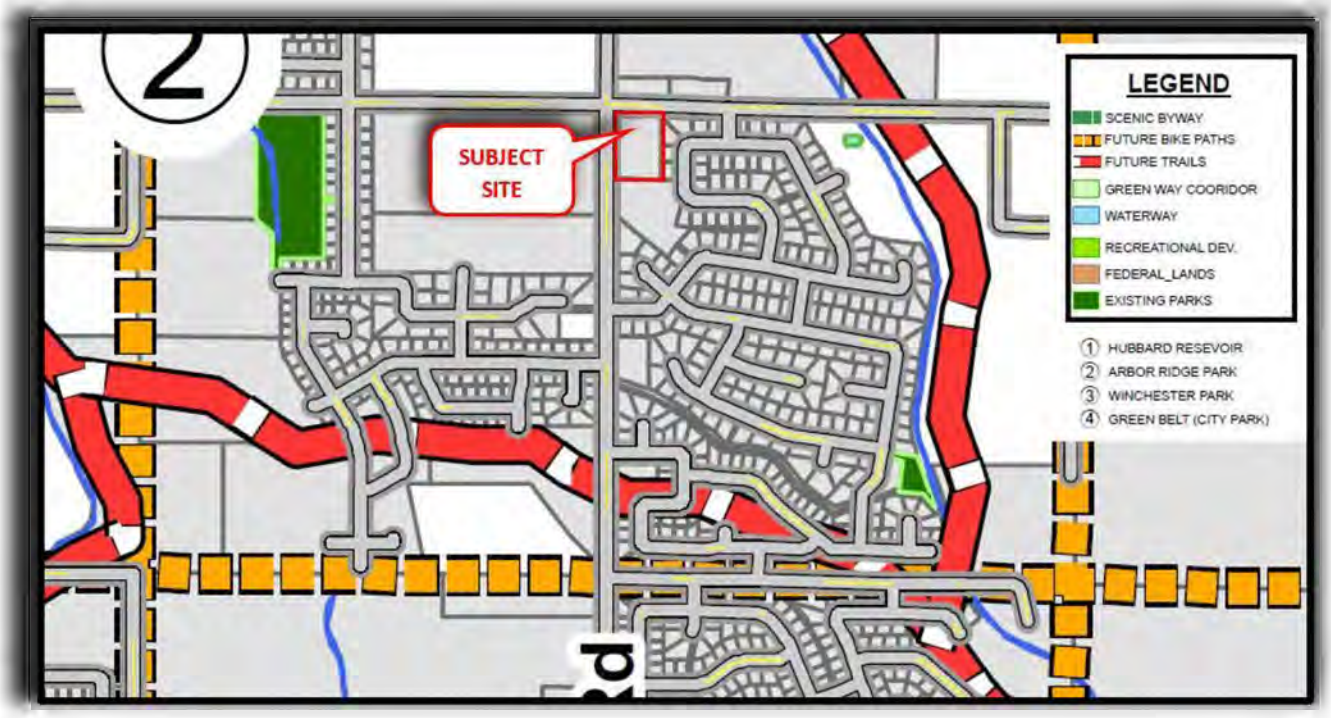
This parcel is lot 8 block 1 of Kelleher Subdivision. The original final plat for Kelleher Subdivision was recorded on October 12, 2006. Note ten on the original final plat identifies the subject property as a designated commercial property. In 2017, a previous owner went through the public hearing process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

E. General Projects Facts:

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



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



3. **Surrounding Land Uses:**

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

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

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

5. **Services:**

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

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

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

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

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

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
    - Kuna School District (Brenda Saxton; April 20, 2018) – Exhibit B2
    - Department of Environmental Equality (Aaron Scheff; May 1, 2018) – Exhibit B3
    - J&M Sanitation (Chad Gordon; May 1, 2018) – Exhibit B4
    - Central District Health Department (May 7, 2018) – Exhibit B5
    - Ada County Highway District (Stacey Yarrington; May 11, 2018) – Exhibit B6
    - Boise Project Board of Control (Bob Carter; May 14, 2018) – Exhibit B7
    - Kuna City Engineer (Paul Stevens; June 19, 2018) – Exhibit B8

F. Staff Analysis:

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

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

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

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

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

Applicant has proposed a 31-foot wide curb return type driveway access to the site on Hubbard Road located approximately 290-feet east of the Linder Road and Hubbard Road Intersection. Due to insufficient frontage, this distance does not meet Ada County Highway District's Driveway Location policy, however staff at ACHD has

recommended a modification of policy to allow the driveway to be located as proposed. The applicant has been made aware that this driveway access has been recommended by ACHD to be approved as a temporary full access with the condition that the driveway may be restricted to right-in/right-out as determined by ACHD and/or the City of Kuna. Staff would recommend that the applicant work with ACHD and conform to their recommended requirements.

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

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

G. Applicable Standards:

1. City of Kuna Zoning Ordnance 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 recommended denial for Case No. 18-01-CPF (Combination Preliminary and Final Plat). On September 18, 2018, after considering the case, including the application, agency comments, staff's memo, the application exhibits and public testimony presented or given, Kuna City Council recessed the public hearing to October 2, 2018, no further testimony was received.

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. 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* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 18-01-CPF.

2. The Kuna City Council *accepts* the facts as outlined in the staff report, the public testimony and the evidence offered during the hearing.

   Comment: *The Kuna City Council held a public hearing on September 18, 2018 to hear from City Staff, the applicant and to accept public testimony. Council recessed the public hearing to October 2, 2018 for further deliberation, and accepted no public testimony. Council's decision was 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* 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 October 2, 2018, the Council voted to *approve* 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 October 2, 2018.*

K. Comprehensive Plan Analysis:

The Kuna City Council have accepted the following Comprehensive Plan components, and has determined the proposed combination preliminary and final plat request for the site *is* 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 hosing 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. Kuna City Code Analysis:

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

   Comment: *The proposed application adheres to the applicable requirements of Title 4, Title 5 and Title 6 of KCC.*

2. The City Council feels the site *is* physically suitable for the proposed development.

   Comment: *The 1.96-acre (approximate) site does appear to be suitable for the proposed development.*

3. The combination preliminary and final plat request *is* 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 not* likely to cause adverse public health problems.

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

5. The application *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. Conclusions of Law:

1. Based on the evidence contained in Case No. 18-01-CPF, Council finds Case No. 18-01-CPF *does* 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* 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, recommended denial of Case No. 18-01-CPF (Combination Preliminary and Final Plat).

O. Councils Order of Decision:

Note: This motion is for the approval, conditional approval or denial of the combination preliminary and final plat application. However, if the City Council 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 Case No. 18-01-CPF (Combination Preliminary and Final Plat) subject to the conditions of approval listed in section P of this staff report.

P. 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 7th day of November, 2018.

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

City of Kuna

City Council

Findings of Fact and Conclusions of Law

P.O. Box 13
Phone: (208) 922-5274
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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.

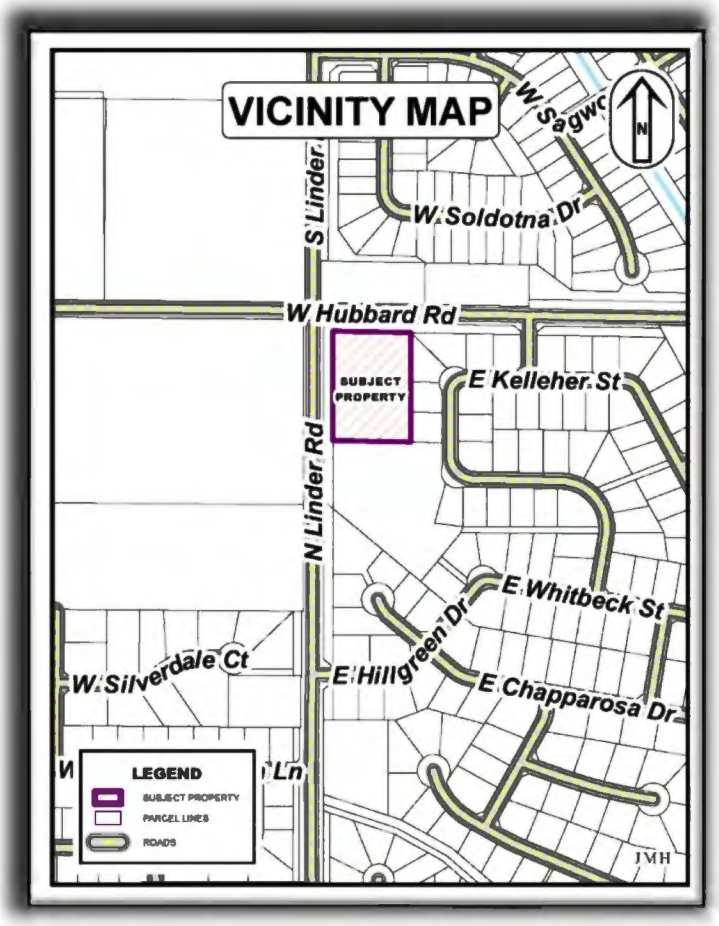
Planner: Jace Hellman, Planner II

Hearing Date: September 18, 2018
Recessed To: October 2, 2018
Recessed To: October 16, 2018
Findings: **November 7, 2018**

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

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

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



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B. Applicants Request
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E. General Project Facts
F. Staff Analysis
G. Design Review Specific Findings of Fact
H. Applicable Standards
I. Decision by the Commission
J. Councils order of Decision
K. Conditions of Approval

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.

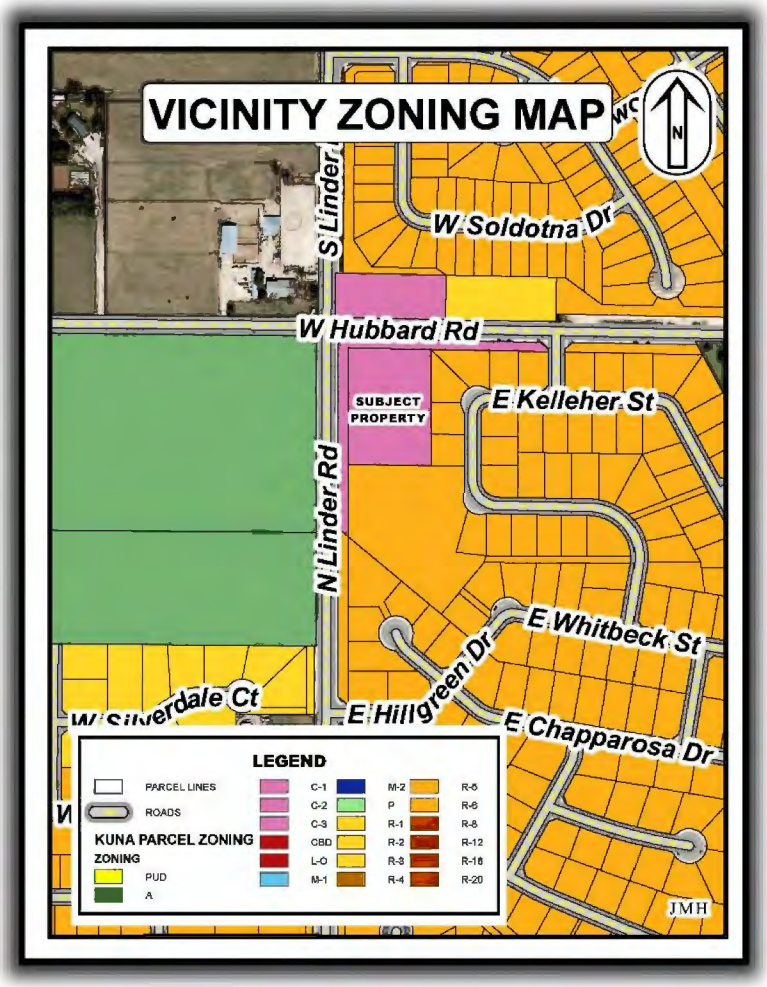
a. Notifications

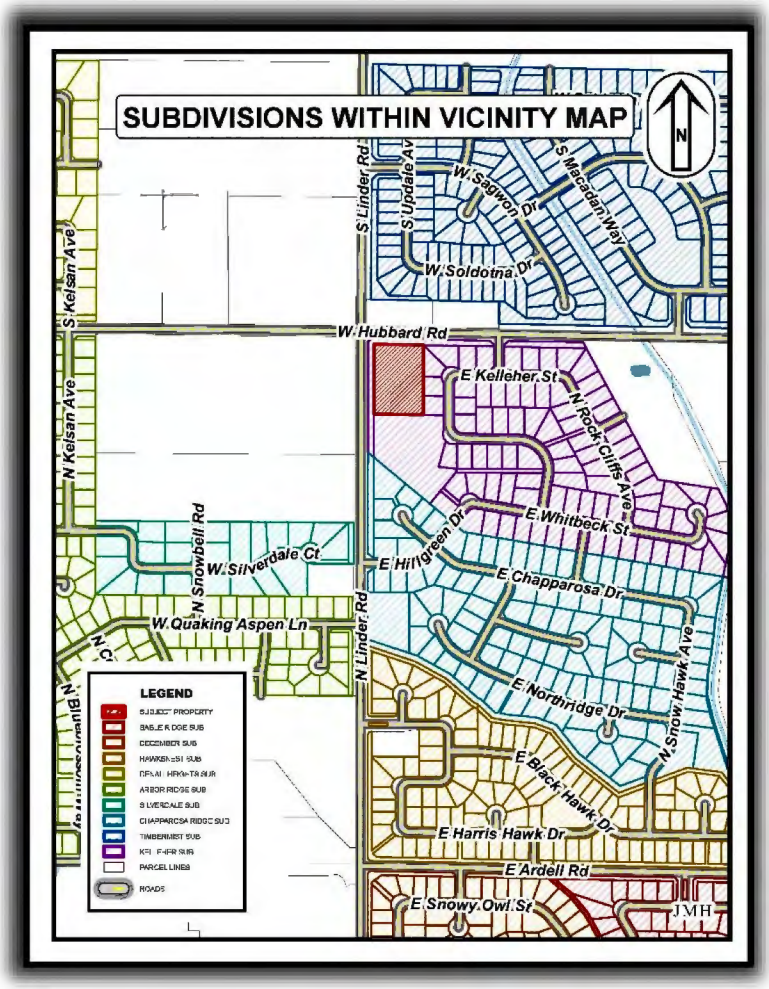
i.	Neighborhood Meeting	March 5, 2018 (3 people attended)
ii.	Agency Comment Request	April 20, 2018
iii.	350' Property Owners Notice	August 29, 2018
iv.	Kuna Melba Newspaper	August 29, 2018
v.	Site Posted	September 4, 2018

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:



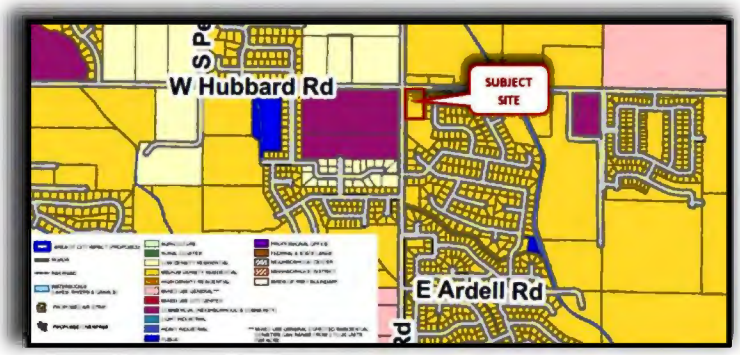


D. Site History:

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

E. General Projects Facts:

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



2. **Surrounding Land Uses:**

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

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

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

4. **Services:**

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

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

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

6. **Transportation / Connectivity:**

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

7. **Environmental Issues:**

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

8. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
   - J&M Sanitation (Chad Gordon; May 1, 2018) – Exhibit B4

F. Staff Analysis:

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

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

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

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

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

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

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

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

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

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

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

G. Design Review Specific Findings of Fact:

1. Kuna City Code 5-4-11 requires appeals to be filed with the Planning and Zoning Director in a timely manner [within 10 days the written decision was provided to the applicant] by the applicant or affected party of a final decision of a Design Review Committee.

   Comment: *The applicant was provided a copy of the signed meeting minutes from the Planning and Zoning Commission (acting as Design Review Committee) on August 15, 2018. The Applicant filed the appeal with the Planning and Zoning Director on August 15, 2018. The Kuna City Council confirmed that the appeal was filed in a timely manner.*

2. The Planning and Zoning Commission denied case 18-12-DR (Design Review) on July 25, 2018. Kuna City Council has determined that the Planning and Zoning Commissions denial does not comply with Kuna City Code 5-4-12-D.

   Comment: *Kuna City Code 5-4-12-D states "The director shall provide the applicant written findings of fact and conclusions of law in accord with IC § 67-6519, stating the reasons for the decision reach. All conditions of approval shall be attached to the written decision." Kuna City Council has determined that the Planning and Zoning Commission failed to provide the applicant specific reasons for denial.*

3. All plans, which are part and parcel of the application for Design Review were specifically identified in the record.

   Comment: *Kuna City Council has confirmed that all site plans included in the application were specifically identified in the materials presented by Staff.*

4. The application complies with the general objectives and considerations of design review as provided in Kuna City Code 5-4-6: - Design Requirements, Objectives and Considerations.

   Comment: *Kuna City Council has confirmed the proposed project complies with site design objectives, site landscaping, site grading and drainage, utilities, building design and architectural requirements are compliant with the requirements listed in Kuna City Code 5-4-6.*

5. The applicant does not object to the provided fourteen (14) recommended conditions of approval.

   Comment: *The applicant had no objections to the recommended conditions of approval. Council voted 3-0 to overturn the Planning and Zoning Commission's decision and approved case no. 18-12-DR (Design Review), subject to the recommended conditions of approval.*

H. Applicable Standards:

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

I. Decision by the Commission:

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

J. Council Order of Decision:

Based on the facts outlined in staff's report, Commission's minutes and public testimony as presented, the City Council of Kuna, Idaho, hereby Overturns the Commission's decision to deny Case No. 18-12-DR subject to the conditions of approval listed in section K of this report.

K. 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 7th day of November, 2018.

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

City of Kuna

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

Staff Memo – City Council

To: **City Council**

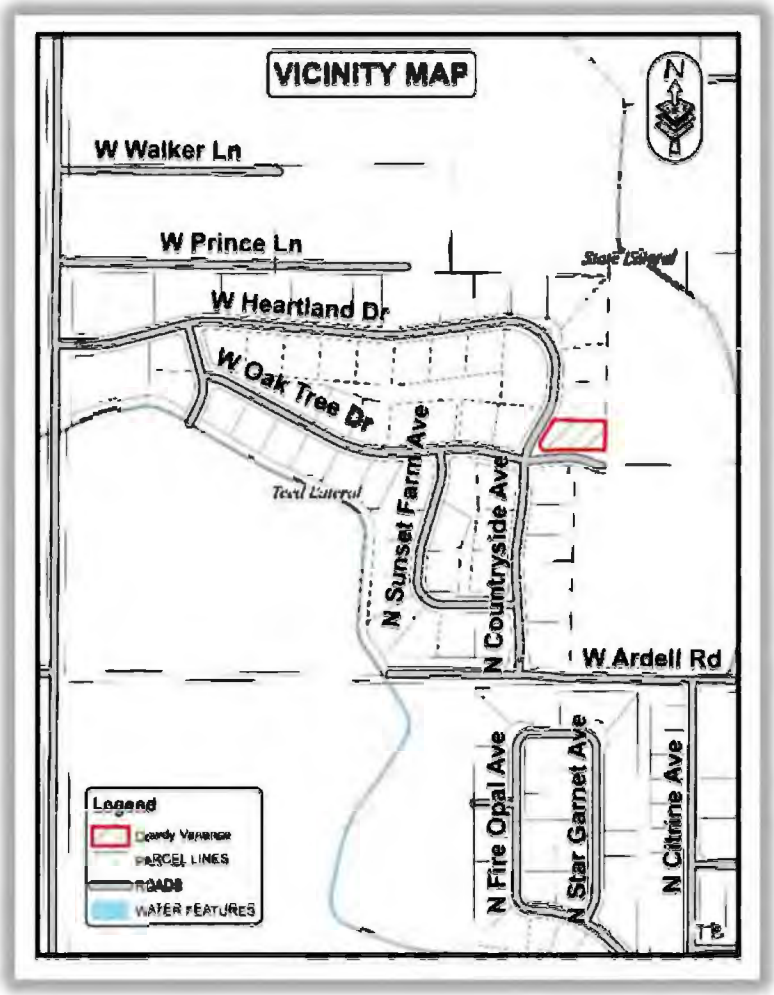
File Numbers: **18-02-V** (Variance)

Location: 2534 N. Countryside Ave.
Kuna, Idaho 83634

Planner: Troy Behunin,
Planner III

Hearing date: November 8, 2018

Applicant/Owner: **J. Scott Dowdy**
2534 N. Countryside Ave.
Kuna, Idaho 83634
208.922.9919
lawyer@dowdylaw.com



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J. Proposed Kuna City Code Analysis
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L. Proposed Order of Decision by Council

A. Course of Proceedings:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that Variance Requests are designated as public hearings, with the 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	July 17, 2018 (One person attended)
ii.	Agencies	September 19, 2018
iii.	350' Notice to Property Owners	October 24, 2018
iv.	Kuna, Melba Newspaper	October 3, 2018
v.	Site Posted	October 22, 2018

B. Applicants Request:

Applicant, J. Scott Dowdy, requests approval of this Variance request, in order to reduce the setback requirements for the south side of their property (2534 N. Countryside Avenue). Applicant requests to reduce the setback requirements for the street-side of a corner lot, from 20 feet down to 10 feet for an accessory building. This site is located at northeast corner of Countryside Avenue and W. Oak Tree Drive (See Map Above).

C. Aerial Map:

©Copyrighted

D. History: The property is within Galiano Estates Subdivision (a Kuna Subdivision), and is zoned R-4 (Low/Medium Density Residential). This large parcel has been used for a residence for the last eight years.

E. General Project Facts:

1. **Surrounding Land Uses:**

North	R-4	Low/Medium Density Residential – Kuna City
South	R-4	Low/Medium Density Residential – Kuna City
East	RR	Rural Residential – Ada County
West	R-4	Low/Medium Density Residential – Kuna City

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

- Parcel Size: Approximately .39 acres.
- Zoning: R-4 (Low/Medium Density Residential)
- Parcel #: R3023310190

3. **Services:**

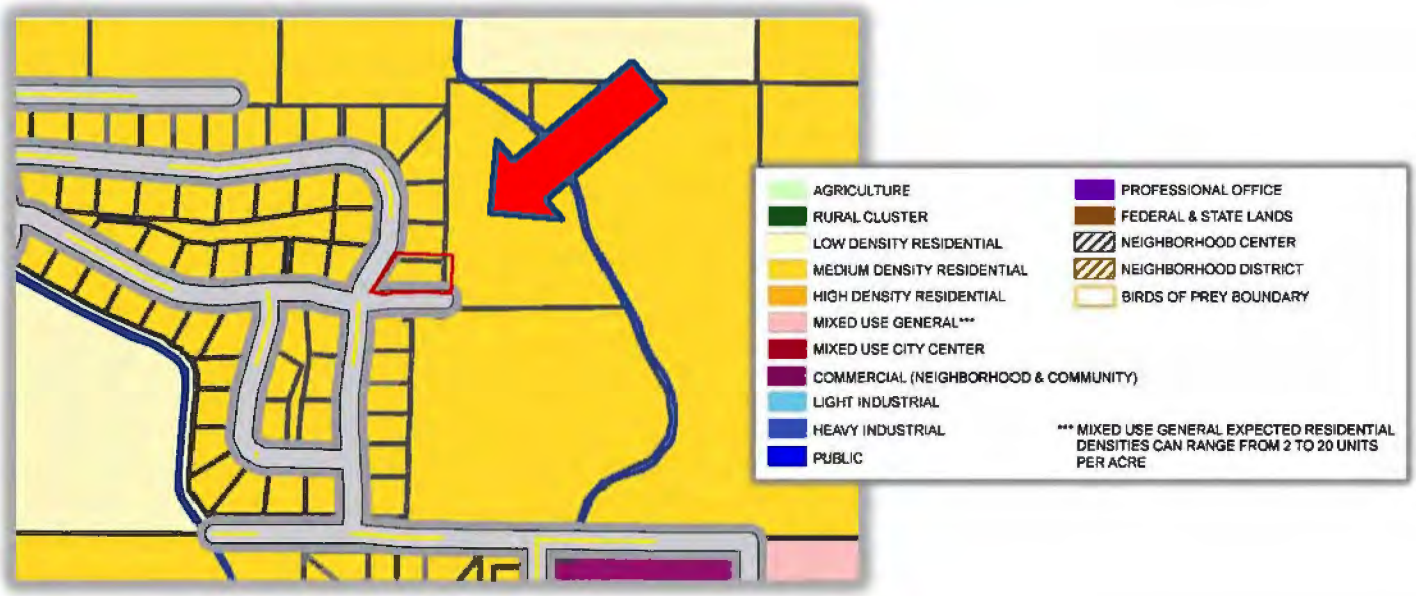
Sanitary Sewer– City of Kuna
Irrigation District – Kuna Municipal District
Fire Protection – Kuna Rural Fire District
Sanitation Services – J & M Sanitation
Potable Water – City of Kuna
Pressurized Irrigation – City of Kuna
Police Protection – Kuna Police (Ada County Sheriff)

4. **Existing Structures, Vegetation and Natural Features:**
The site is a residential lot within a subdivision with a residence on it. The existing vegetation is consistent with a residential lot.

5. **Transportation / Connectivity:**
Current access to the site is on the south side of the lot, W. Oak Tree Drive.

6. **Environmental Issues:**
The lot is connected to the Kuna sanitary sewer system, staff is not aware of any environmental issues, health or safety conflicts at this time. This site's topography is generally flat.

7. **Comprehensive Future Land Use Map:** The Future Land Use Map (FLU) identifies this site as Medium Density Residential. Staff views this proposed Variance request to be consistent with approved Comprehensive Plan Future Land Use Map.



8. **Agency Responses:**
The following agencies returned comments which are included as exhibits with this case file:
- City Engineer.....Exhibit B1
- Boise Project Board of Control (*BPBC*) .....Exhibit B3

F. Staff Analysis:
The applicant requests this Variance in order to reduce the street-side setback requirement from 20 feet, down to 10 feet, measured from the property line/Rights-of-Way (ROW), in order to place an accessory building on his lot.

Corner lots in subdivisions are required to maintain a street side-yard setback for safety reasons. Additionally, there are easements with utilities around the outside of all property lines for example. Codes main safety goal is to prevent a corner lot owner from placing a structure that does not allow motorists, bicyclists and pedestrians to see other obstructions and/or other conflicts, such as another owner backing out of their driveway. This code was written and based on an average property line running parallel with the side of a house where conflicts could take place without the 20 foot setback requirement for structures on corner lots. However, this lot has a unique circumstance. The developer of the subdivision designed the property line to be parallel with the side of the house; however, the back of curb, road and sidewalk do not run parallel to the house at the back of the house. The sidewalk and road improvements begin to pull away from the property line about the center of the driveway and provides a larger visual buffer for future properties/lots to the east. Staff has no cause for concern with the proposed reduction due to the unique circumstances that this lot has in relation to the roadway, the back of curb and the property line.

Staff believes that the safety for motorist and pedestrians will not be compromised if this accessory building is placed closer to the property line as requested. Staff believes this request qualifies for the reduction in side-yard setback. Staff will rely on the Council for a decision.

Staff has determined that this application appears to comply with Title 5, Chapter 11 of Kuna City Code; and the Kuna Comprehensive Plan; and sends Case No. 18-02-V to the City Council for its decision, subject to the conditions of approval as decided at the public hearing.

G. Applicable Standards:

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

H. Proposed Comprehensive Plan Analysis:

The Kuna City Council may accept or reject the Comprehensive Plan components as described below:

1. The proposed Variance application for the site is consistent with the following comprehensive plan components:

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 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.

Objective 1.1: Ensure that City land use actions, decisions and regulations will not cause an unconstitutional physical occupation or physical invasion of private property.

Objective 1.2: Ensure that City land use actions, decisions and regulations will not do not effectively eliminate all economic value of the subject property.

Objective 1.4: Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure City actions do not impose a substantial and significant limitation on the use of the property.

6.0 – Land Use

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

I. Proposed Findings of Fact:

1. Based on the record contained in Case No. 18-02-V including the exhibits, staff's report and any public testimony at the public hearing, the Council of Kuna, Idaho, hereby ***approves/conditionally approves/denies*** the Findings of Fact and Conclusions of Law, and the conditions of approval for Case No. 18-02-V.

2. The Council of Kuna **approves/conditionally approves/denies** the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

   Comment: *The Kuna Council held a public hearing on the subject applications on November 7, 2018, to hear from the City staff, the applicant, and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written*

3. Based on the evidence contained in Case No. 18-02-V, this proposal **does / does not** appear to generally comply with the Comprehensive Plan and Future Land Use Map.

   Comment: *The Comp Plan Future Land Use Map designates the approximately 0.39 acres (project site) as Medium Density Residential. Accessory buildings are permitted in the R-4 zone.*

4. The Kuna City Council has the authority to approve or deny these applications.

   Comment: *On November 7, 2018, Kuna's Council will vote to* ***approve/conditionally approve/deny*** *Case No. 18-02-V.*

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

   Comment: *As noted in the process and noticing section, notice requirements were met to hold a public hearing on November 7, 2018.*

J. 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 to the applicable requirements of Title 5, Chapters 4 through 6, of the KCC.*

2. The site is physically suitable for the proposed expansion.

   Comment: *The approximately 0.39 acre project site is suitable for an accessory building.*

3. The Variance **is / is not** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat

   Comment: *The land to be expanded on is not used as wildlife habitat. Roads, structures and open space already exist and will therefore not cause environmental damage or loss of habitat.*

4. The Variance application ***is / is not*** likely to cause adverse public health problems.

   Comment: *Through comments received from outside agencies, there does not appear to be a health issue.*

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

   Comment: *The Variance request considers the location of the property and adjacent uses. The adjacent uses are currently agriculture and commercial – as referenced in the Kuna Comprehensive Plan Future Land Use Map.*

6. The existing utility services in proximity to the site are adequate for this site.

   Comment: *Utility services are already available and connected to the existing house and adequate for this addition.*

K. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No. 18-02-V, Council finds Case No. 18-02-V generally **does / does not** comply with Kuna City Code.
2. Based on the evidence contained in Case No. 18-02-V, Council finds Case No. 18-02-V **is/is not** generally consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

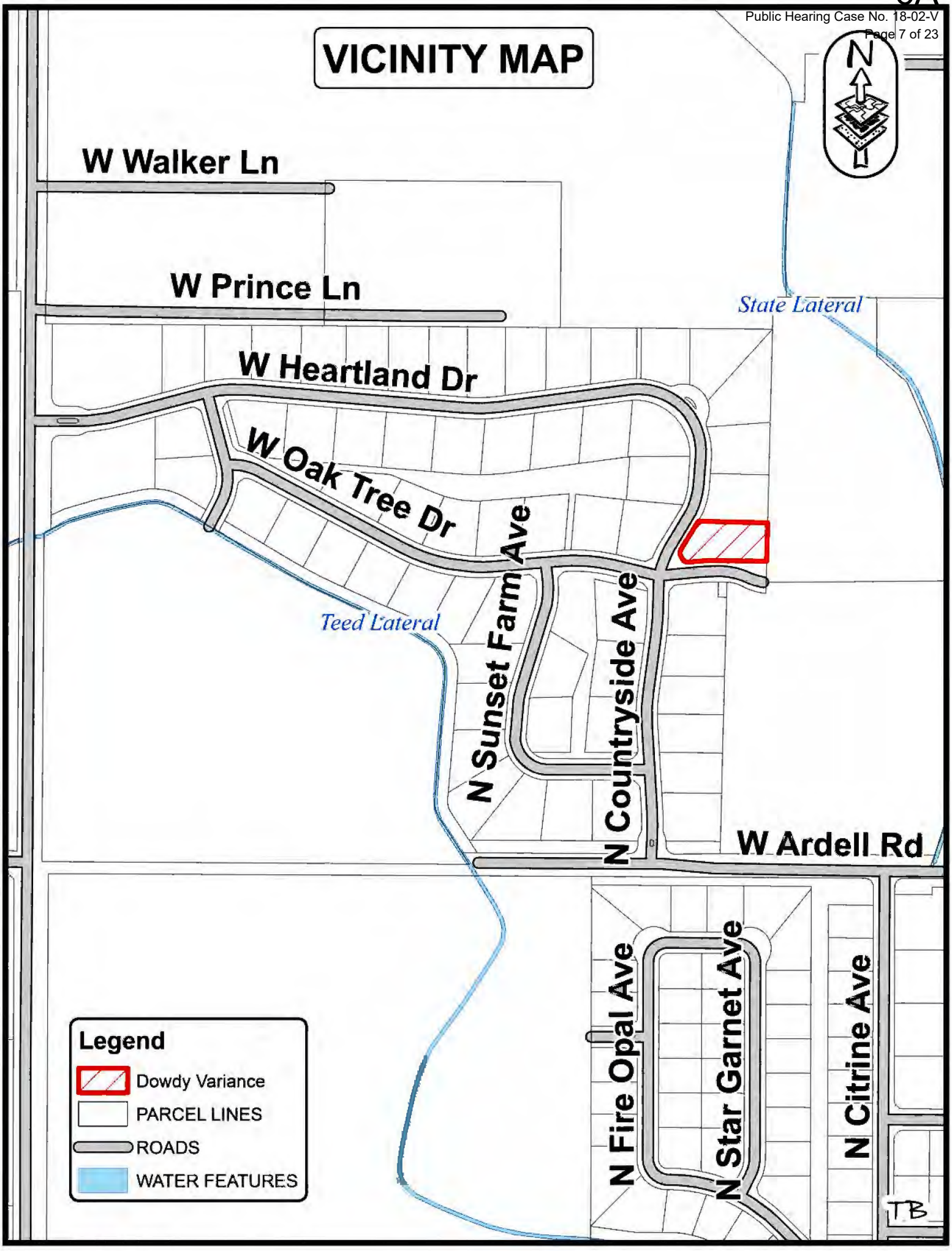
L. Proposed Order of Decision by Council:

Note: This motion is for approval, conditional approval or denial of these requests. However, if the Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts and exhibits outlined in staff's report, the public testimony as presented, the City Council of Kuna, Idaho, hereby **approves, conditionally approves or denies** Case No. 18-02-V, a Variance request by J. Scott Dowdy (**with or without**) the following conditions of approval:

1. In the event the uses or the building on this parcel are enlarged, expanded upon or altered in anyway (even for temporary purposes), the landowner/applicant/developer, and any future assigns having interest in the subject property, shall seek an amendment to the approvals of this Variance through the public hearing process.
2. All easements and public right-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. Any work within the Ada County Highway District right-of-way requires a permit.
3. ***Applicant shall pay all ACHD impact fees prior to issuance of a building permit from the City of Kuna.***
4. Applicant shall make/improve connections to city services and utilities, and pay any differences that may arise with the expansion of the building, for sewer, potable water and/or pressure Irrigation connection fees.
5. Installation of service facilities shall comply with the requirements of the public utility and irrigation district providing the services. All utilities shall be installed underground.
6. 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.
7. This Variance is valid as long as the conditions of approval are adhered to continuously. In the event the conditions are not continuously followed; the Variance approval may be revoked by the City Council.
8. This Variance is *not* transferable to another property.
9. The applicant shall follow all staff and agency recommendations.
10. The applicant shall comply with all local, state and federal laws.

DATED: this _____ day of _____, 2018.


VICINITY MAP
N
W Walker Ln
W Prince Ln
State Lateral
W Heartland Dr
W Oak Tree Dr
N Sunset Farm Ave
N Countryside Ave
Teed Lateral
W Ardell Rd
N Fire Opal Ave
N Star Garnet Ave
N Citrine Ave
TB
Legend
Dowdy Variance
PARCEL LINES
ROADS
WATER FEATURES

N Countryside Ave

AERIAL MAP
N
N Countryside Ave
W Oak Tree Dr
Legend
Dowdy Variance
PARCEL LINES
ROADS
WATER FEATURES
TB

Letter of Intent
In Support of Request for Variance
2534 N Countryside Ave, Kuna, Idaho 83634

This Letter of Intent is in support of our request for a variance from the Kuna City code residential building setbacks to construct a detached garage. Kuna City Code 5-3-3 requires the setback to be 20 feet from the property line

We are requesting a variance to permit the construction of a detached garage to be located 10 feet from the property line instead of 20 feet that is currently required. The undue hardship that we suffer from in building a detached garage does not conform to the final recorded plat. The current situation is that there is an 830-square foot triangular lot belonging to ACHD that separates our property line from Oak Tree Drive. Additionally, a 10- foot wide irrigation easement exists that runs along on the East and South edge property lines. Due to the actual configuration of the lot with the ACHD parcel and easement, the only location that we could potentially build a detached garage with the existing setback would be to place the building in the middle of our back yard approximately 40 feet from the actual sidewalk. This circumstance results in a distinct disadvantage relative to all other properties in our subdivision that have added detached garages. We are essentially forced to build twice as far from the roadway which would significantly diminish our backyard and require a 40-foot driveway to reach the roadway. Due to this circumstance, we are deprived the reasonable use of the land to build a detached garage.

Initially we were going to purchase the parcel from ACHD in order to fix the problem, however, we encountered two problems with this option. 1) The cost to purchase the parcel would be excessive. The associated costs include: application fee of $2500, appraisal of $500, survey and legal description of $900, easement approval from Idaho power of $600 and the actual cost of the property of about $2000. The total cost of the 880 square feet would be approximately $6500. 2) The existing irrigation easement along the south property lines runs the entire length of the ACHD parcel and would not allow us to build within 20 feet of the sidewalk even if we owned that parcel, thus rendering the reason to purchase it moot.

Granting this variance will not constitute a special privilege to us nor will it be in conflict with the public interest. In fact, allowing the requested variance will actually allow us to be in a similar situation as our neighbors.

Thank you for your consideration.

Respectfully submitted,

Scott and Nina Dowdy

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

For Office Use Only	
File Number (s)	18-02-V
Project name	
Date Received	Aug. 8, '18
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
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: James Scott Dowdy
Address: 2534 N. Countryside Ave
City, State, Zip: Kuna ID 83634
Phone Number: (208) 922-9919
E-Mail: scott.dowdy@dowdylaw.com
Fax #: (208) 922-9964

Applicant (Developer): Same as above
Address:
City, State, Zip:
Phone Number:
E-Mail:
Fax #:

Engineer/Representative:
Address:
City, State, Zip:
Phone Number:
E-Mail:
Fax #:

Subject Property Information

Site Address: 2534 N. Countryside Ave
Site Location (Cross Streets): Countryside Ave / Oak Tree
Parcel Number (s): R3023310190
Section, Township, Range:
Property size :
Current land use: Residential
Proposed land use: Residential
Current zoning district:
Proposed zoning district:

received
8.10.2018

Project Description

Project / subdivision name: Galliano Estates
General description of proposed project / request: variance from setbacks for shop/garage

Type of use proposed (check all that apply):
- [X] Residential
- [ ] Commercial
- [ ] Office
- [ ] Industrial
- [ ] Other

Amenities provided with this development (if applicable):

Residential Project Summary (if applicable)

Are there existing buildings? [X] Yes [ ] No
Please describe the existing buildings: single family dwelling
Any existing buildings to remain? [X] Yes [ ] No
Number of residential units: 1 Number of building lots: 1
Number of common and/or other lots: 0
Type of dwellings proposed:
- [X] Single-Family detached garage
- [ ] Townhouses
- [ ] Duplexes
- [ ] Multi-Family
- [ ] Other

Minimum Square footage of structure (s): 384 ft²
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: Date: 6/20/18

CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov
Phone: (208) 287-1727

Paul A. Stevens, P.E.
Kuna City Engineer

MEMO

Date: **28 September 2018**

From: Paul A. Stevens, P.E.

To: **Mr. Troy Behunin**

RE: **18-02-V (Variance) Scott Dowdy Variance.**

Public Works has reviewed the 18-02-V (Variance) Scott Dowdy Variance request. The following comments resulted.

In the strictest interpretation of the variance request a hardship is not present. The residence houses a three-car garage containing significant storage capacity.

In a more generous interpretation, the Right of Way shape is slightly irregular. The irregular area will provide an equivalent, effective set back to other homes in the subdivision. No other homes will be impacted by the requested set back reduction and subdivision aesthetics will not be harmed. Additionally, because of the existing developed area to the east, it is unlikely that the road will be straightened such that the slight curve that provides the equivalent setback area will be eliminated.

Considering the above information, Public Works is willing to support the reduced set back as requested.

Troy Behunin

From: Tom Ritthaler <TRitthaler@boiseproject.org>
Sent: Thursday, September 20, 2018 9:15 AM
To: Troy Behunin
Subject: RE: Dowdy, Scott Variance Request

Categories: Agency Comments

Troy,

Boise Project has no objections to this application. We have no facilities at this location.

Tom

From: Troy Behunin [mailto:tbehunin@kunaid.gov]
Sent: Wednesday, September 19, 2018 5:53 PM
To: ACHD; Bob Bachman; Paul Stevens; Cable One Business; Cable One t.v.; Central District Health Dept. CDHD; COMPASS; DEQ; Eric Adolfson; MAlandt@idahopower.com; Idaho Power; Intermountain Gas; Intermountain Gas; Ken Couch: Idaho Transportation Department; Kuna Police Chief; Kuna Postmaster - Marc C. Boyer; Mike Borzick; Terry Gammel; TRitthaler@boiseproject.org
Subject: Dowdy, Scott Variance Request

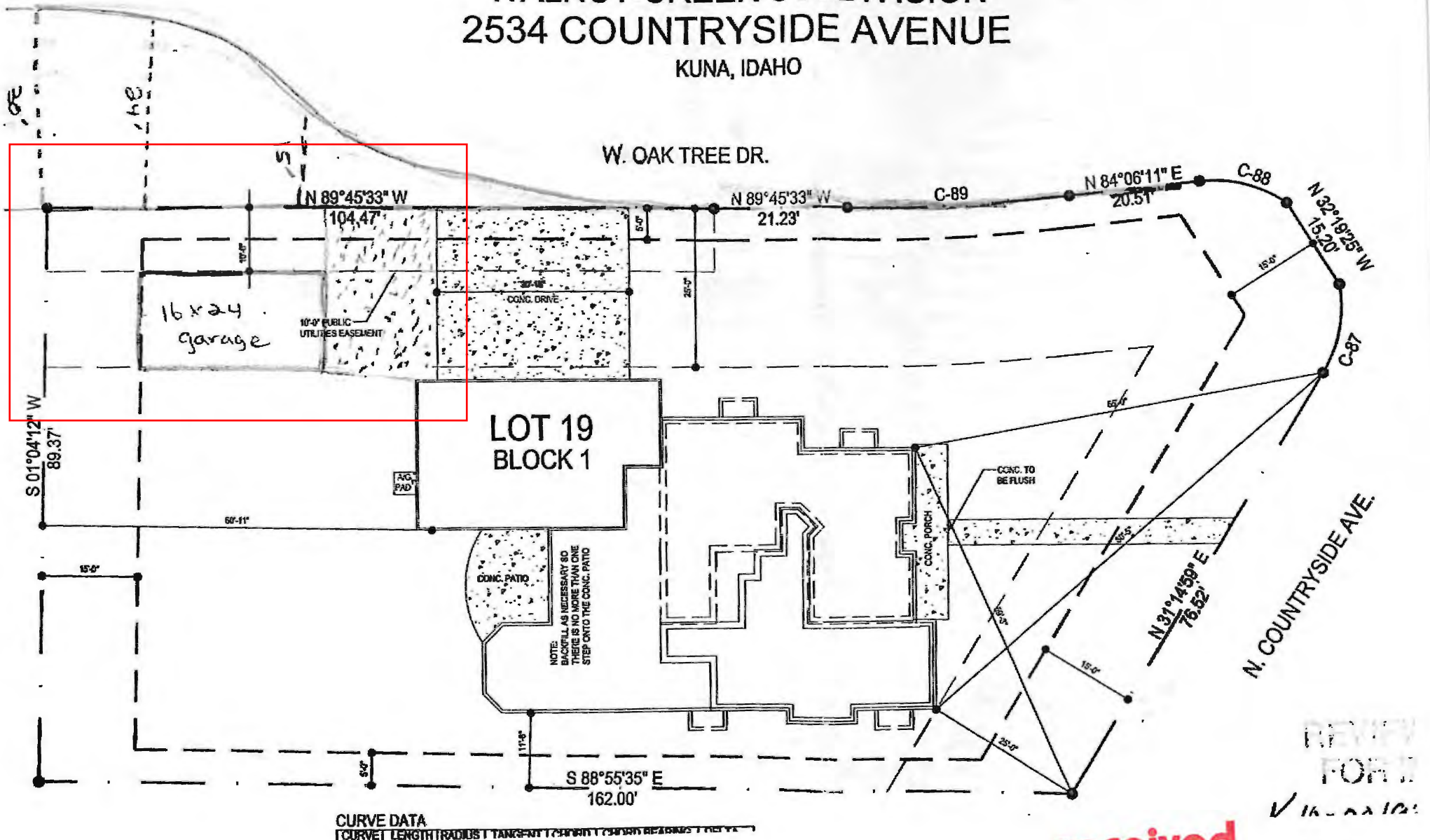
Evening Greetings Everyone,
Please review the packet included with this email and return relevant comments about the services your agency provides to Kuna's Planning and Zoning office, to be used in the public hearing scheduled for this project. Please submit comments to our office on or before October 20, 2018.

This project is scheduled for ***Wednesday November 7, 2018*** *to go to our Council*. If you need additional time to provide comments, please let our office know ASAP.
Thanks,
Troy

Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634
TBehunin@KunaId.Gov

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

DOWDY HOME
WALNUT CREEK SUBDIVISION
2534 COUNTRYSIDE AVENUE
KUNA, IDAHO



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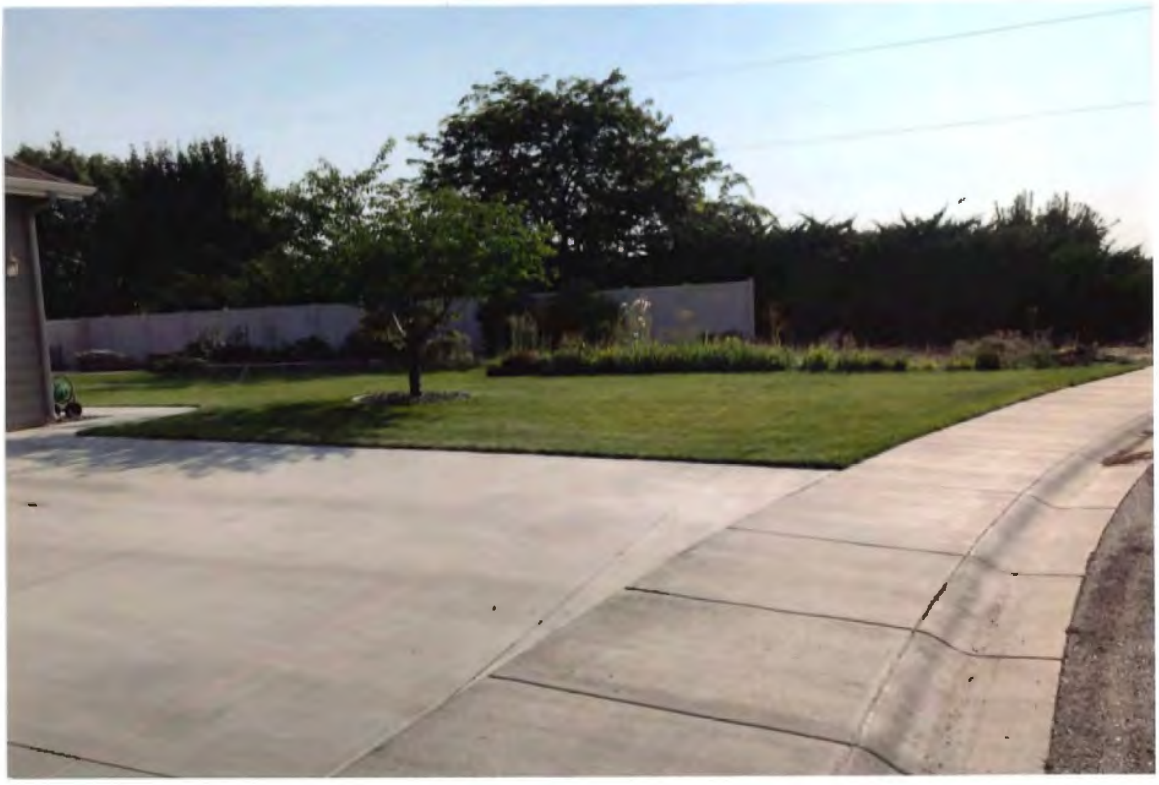
8.10.2018



Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.cityofkuna.com * (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 6 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: Setback Variance

Date and time of neighborhood meeting: 7/17/18 6:30 PM

Location of neighborhood meeting: 2534 N. Countryside Ave Kuna ID 83634

SITE INFORMATION:

Location: Quarter: _____ Section: _____ Township: _____ Range: _____ Total Acres: _____

Subdivision Name: Galliano Estates (Walnut Creek) Lot: 19 Block: 1

Site Address: 2534 N Countryside Ave Kuna, ID 83634 Tax Parcel Number(s): R3023310190

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: James & Janina Dowdy

Address: 2534 N. Countryside Ave City: Kuna State: ID Zip: 83634

CONTACT PERSON (Mail recipient and person to call with questions):

Name: James Dowdy Business (if applicable): (208) 922-9919

Address: 2534 N. Countryside City: Kuna State: ID Zip: 83634

PROPOSED USE:

Application Type	*Brief Description*
Annexation	
Re-zone	
Subdivision (Sketch Plat and/or Prelim. Plat)	
Special Use	
Variance	Variance from setback for building
Expansion of Extension of a Nonconforming Use	
Zoning Ordinance Map Amendment	

APPLICANT:

Name: James & Janina Dowdy
Address: 2534 N Countryside Ave
City: Kuna State: ID Zip: 83634
Telephone: (208) 922-9919 Fax: (208) 922-9964

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code.

Signature: (Applicant) Date 9/10/18

SIGN IN SHEET

PROJECT NAME: Variance request

Date: 7/17/18

	Name	Address	Zip	Phone
1	Julie Ewing	2578 N. Countryside Ave	83634	
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Neighbor Meeting 7-17-18

1. Julie Ewing
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July 6, 2018

INVITATION TO NEIGHBORHOOD MEETING

Dear Property Owner:

Kuna City Code requires an opportunity for a meeting between the applicant of a variance proposal and the residents of the neighborhood in which the variance site is located. The meeting shall occur prior to formal submittal of the variance application to the city. This letter is a notice of an opportunity to review and discuss our proposed variance located off Countryside Avenue and Oaktree Drive. This is not a public hearing; public officials will not be at the meeting. If you have any questions regarding this Kuna City Code neighborhood meeting requirement, please contact the planning division at 208-922-5274. If you have any questions about the proposed variance please give us a call at 208-922-9919.

Purpose: To review and provide comments regarding the proposed variance.

When: July 17, 2018 from 7:00 to 7:30pm

Where: 2534 N. Countryside Ave.

Project Description: The applicants are proposing to request a variance from the Kuna City code residential building setbacks to construct a detached garage.

If you cannot attend the meeting and have questions concerning the application for variance, please feel free to call us at 208-922-9919.

Respectfully,

Scott and Nina Dowdy
Property Owners

Kuna Phase 2 Downtown Revitalization - Main Street, Avenue C to Avenue A

Idaho Community Development Block Grant Application Overview

November 2018

Project Description:

The project will eliminate slum and blighted conditions by providing critical lighting, curb, gutter, and streetscape improvements through the heart of downtown Kuna, along two blocks of Main Street from Avenue C to Avenue A. This project includes the second and final phase of the Main Street downtown revitalization project and will significantly improve pedestrian access and safety, resolve inadequate infrastructure issues, and leverage significant local investments to eliminate and prevent future blight by creating an investment-ready central business district for Kuna.

Budget (DRAFT): Total Estimated Project Cost = $2,672,613

Line Item	Secured Funding	Pending Funding Request	Total
Design	$268,213 (City Cash-leftover funds from Phase 1)		$268,213
Construction	$289,000 (COMPASS) $499,492 (State TAP) $95,000 (City Cash-2018 Budget)	$458,500 (CDBG) $554,908 (COMPASS and/or ACHD) $66,000 (City Cash-next Budget Cycle) $300,000 (City Cash-tonight/federal Match)	$2,262,900
Construction Engineering & Inspection		$100,000 (ACHD In-Kind)	$100,000
Administration		$41,500 (CDBG)	$41,500
Total	$1,151,705	$1,520,908	$2,672,613

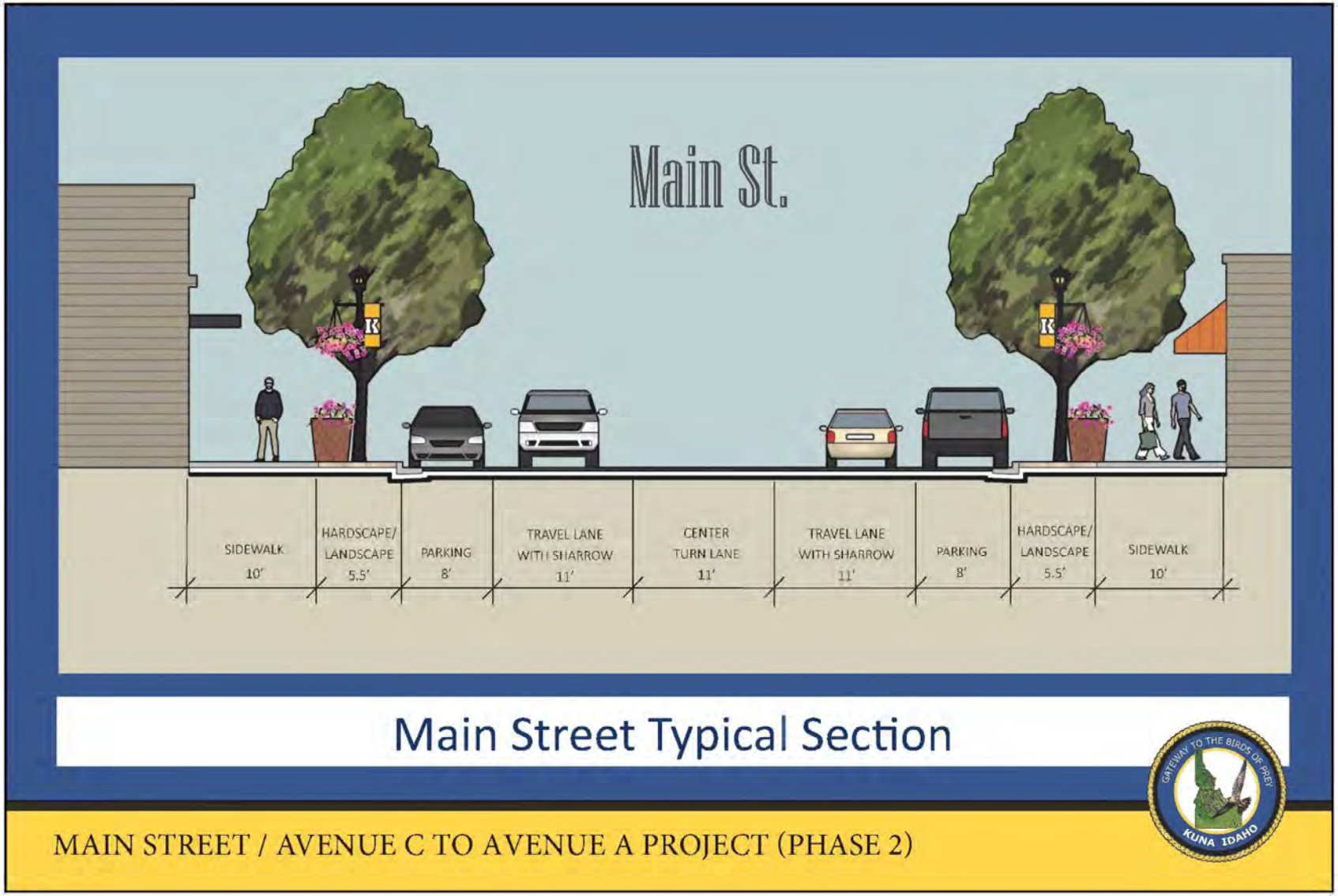
LEGEND

Secured Funding

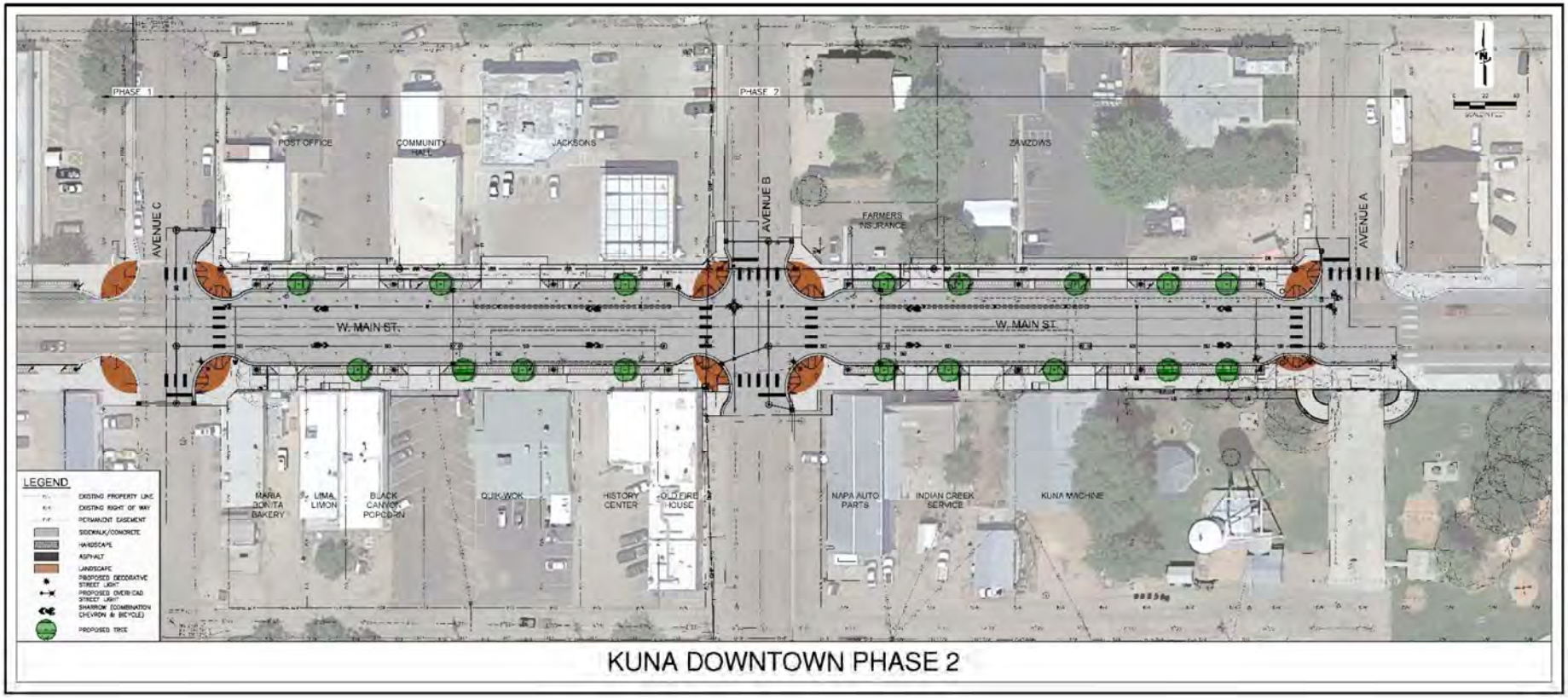
Pending Funding Request

Phasing Plan

Typical Section



Project Design



13. Certifications

I certify the data in this application is true and correct, that this document has been duly authorized by the governing body of the City of Kuna and we will comply with the following laws and regulations if this application is approved and selected for funding.

Specific CDBG Provisions:

Section 110 of the Housing and Community Development Act of 1974, as amended, by the Housing and Urban-Rural Recovery Act of 1983 and the Housing and Community Development Act of 1987, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;

It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws;

Conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;

Provide opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a) of the Act, as amended);

Not use assessments or fees to recover the capital costs of CDBG funded public improvements from low and moderate income owner occupants;

Adopt and implement an Excessive Force Policy;

Minimize displacement as a result of activities assisted with CDBG funds by following the Idaho Department of Commerce's anti-displacement and relocation assistance plan; Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (49 CFR Part 24);

Civil Rights and Equal Opportunity Provisions:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

The Fair Housing Act (previously known as Title VIII of the Civil Rights Act of 1968) (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;

Section 109 of Title I of the Housing and Community Development Act of 1987, as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;

Executive Order 11063, as amended by Executive Order 12259 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance, and requiring that programs and activities

relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

Executive Order 11246 as amended by Executive Order 11375 and 12086, and the regulations issued pursuant hereto (24 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontracts on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship;

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government;

Property Acquisition Provision:

It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulation at 49 CFR Part 24, and the requirements of section 570.496a and it is following a residential anti-displacement and relocation assistance plan under section 104(d) of Title I of the Housing & Community Development Act of 1974, as amended;

Environmental Standards and Provisions:

Its chief executive officer or other officer of applicant approved by the Idaho Department of Commerce:

1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. S 4321 et seq.) and other provisions of Federal law, as specified at 24 CFR 58.1 (a) (3) and (a) (4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Idaho Community Development Block Grant Program; and
2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will comply with:

1) The National Environmental Policy Act of 1969 (42 U.S.C. S 4321 et seq.) and 24 CFR Part 58, and in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (U.S.C. 469a-1, et seq.) by:
    a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
    b) Complying with all requirements established by the State and to avoid or mitigate adverse effects upon such properties.
2) Executive Order 11988, Floodplain Management;
3) Executive Order 11990, Protection of Wetlands;
4) Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300f et seq.);
8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. Section 4831 (b);
9) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
10) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
11) The Clean Water Act of 1977 (Public Law 95-217); and

12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.);
13) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) as it relates to the mandatory purchase of flood insurance for special flood hazard areas.

Labor Standards and Provisions:

The provisions of the Davis-Bacon Act (46 U.S.C. S 276a-5) with respect to prevailing wage rates (except for projects for rehabilitation of residential properties of fewer than eight units);

Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

Federal Fair Labor Standards Act, 29 U.S.C. S 102 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;

Anti-kickback (Copeland) Act of 1934, 18 U.S.C. S 874 and 40 U.S.C. S 276c, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

Anti-Lobbying Certification:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into any cooperative agreement and the extension, renewal, modification or amendment of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Administrative and Financial Provisions:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Miscellaneous:

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;

It will comply with the provisions of the Hatch Act, which limits the political activity of employees;

It will give State, HUD and the Comptroller General through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant; and

The local government hereby certifies that it will comply with the above stated assurances.

Signed by Chief Elected Official

Date

Joe Stear, Mayor
Printed Name

RESOLUTION NO. R86-2018
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "*PROFESSIONAL SERVICES AGREEMENT*" WITH JUB ENGINEERING, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES FOR THE DOWNTOWN REVITALIZATION PROJECT PHASE II-A & PHASE II-B; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The "*Professional Services Agreement*" with JUB Engineering, Inc. for grant writing and administrative services for the Downtown Revitalization Project Phase II-A & Phase II-B, in substantially the format, as attached hereto as "**EXHIBIT A**" is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorized and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of November, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of November, 2018.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA, IDAHO
PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the City of Kuna, Idaho, a political subdivision of the state of Idaho, herein "*KUNA*" and J-U-B ENGINEERS, Inc., herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK:

KUNA engages *CONTRACTOR* to develop an Idaho Community Development Block Grant (ICDBG) application and, upon receipt of ICDBG funds, grant administration of ICDBG funds for the Downtown Revitalization project for the City of Kuna as detailed in "**Exhibit A**" attached hereto.

2. KUNA'S RESPONSIBILITIES:

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA's* requirements for the *Project*, including design objectives, capacity and performance requirements, and other documents in its possession, or reasonably obtainable.

2. *KUNA* agrees to obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR's* services and the *Project*.

3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work.

3. CONTRACTOR'S RESPONSIBILITIES:

1. *CONTRACTOR* agrees to provide the services of all professional and technical personnel required by this Agreement and detailed in **Exhibit A**.

4. RISK ALLOCATION:

KUNA agrees that *CONTRACTOR* is not responsible for damages arising directly or indirectly from any delays for causes beyond *CONTRACTOR's* control. For purposes of this Agreement, such causes include, but are not limited to, strikes or labor disputes; severe weather disruptions or other natural disasters; fire, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by *KUNA* or KUNA's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if said delays directly result in the increase in cost or time required by *CONTRACTOR* to perform its services in an orderly and efficient manner, *CONTRACTOR* shall be entitled to request an equitable adjustment in the schedule and payment.

5. PAYMENT:

KUNA agrees to pay *CONTRACTOR* for its services rendered under this Agreement an amount not to exceed the total sum of **$6,500** (Phase 1 – Grant writing) and **$41,500** (Phase 2 – Grant administration) for said services rendered from for the Project. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein. Compensation for Phase 2 is contingent upon the City of Kuna receiving ICDBG funds.

6. RIGHT OF CONTROL:

KUNA agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *KUNA*. *KUNA* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *KUNA*.

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by KUNA on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR's* income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

9. LICENSES AND LAW:

CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

10. FRINGE BENEFITS:

Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *KUNA*.

11. WORKER'S COMPENSATION:

CONTRACTOR shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *KUNA* of such coverage or that such worker's compensation insurance is not required under the circumstances.

12. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:

CONTRACTOR shall supply, at *CONTRACTOR's* sole expense, all equipment, tools, materials

and/or supplies to accomplish the services to be provided herein.

13. DATE OF COMPLETION:

This contract shall be completed on or before December 31, 2022.

14. WARRANTY:

CONTRACTOR warrants that work performed in this agreement shall be in accordance with and limited to the applicable standard of care for like professional services. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

15. INDEMNIFICATION AND INSURANCE PROVISIONS:

CONTRACTOR agrees to the following:

1. As respects acts, errors or omissions in the performance of professional services, *CONTRACTOR* agrees to indemnify and hold harmless KUNA, its officers, employees, and KUNA-designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature to the extent arising directly out of *CONTRACTOR*'s negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

2. As respects all acts or omissions which do not arise directly out of the performance of professional services, but limited to those acts or omissions ~~ally~~ covered by CONTRACTOR's general and automobile liability insurance, *CONTRACTOR* agrees to indemnify, defend (at *KUNA*'s option), and hold harmless *KUNA*, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with *CONTRACTOR*'s (or *CONTRACTOR*'s subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which CONTRACTOR is not legally liable.

Without limiting *KUNA*'s right to indemnification, it is agreed that *CONTRACTOR* shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.

2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars

($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

4. Professional liability insurance coverage, in an amount not less than One Million Dollars ($1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-year period, *CONTRACTOR* shall use *CONTRACTOR*'s best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The policy or policies shall provide CONTRACTOR thirty (30) days prior notice in case of cancellation, non-renewal, or significant coverage changes. CONTRACTOR shall immediately provide notice to KUNA in such an event.

KUNA is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in *KUNA*'s best interest.

It is agreed that any insurance maintained by *KUNA* shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability shall provide that:

KUNA, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with KUNA. Prior to commencing any work under this Agreement, *CONTRACTOR* shall deliver to *KUNA* insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, *CONTRACTOR* shall provide to *KUNA* endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by *KUNA*, it shall be *CONTRACTOR's* responsibility to see that *KUNA* receives documentation acceptable to *KUNA* which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, *KUNA* has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies *KUNA* may have if *CONTRACTOR* fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, KUNA may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies *KUNA* may have and is not the exclusive remedy for *CONTRACTOR's* failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which *CONTRACTOR* may be held responsible for payments of damages to persons or property resulting from *CONTRACTOR's*, or its subcontractor's, negligent performance of the work covered under this Agreement.

16. NON-WAIVER:

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. CHOICE OF LAW:

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

18. ENTIRE AGREEMENT:

This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

19. SEVERABILITY:

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

20. ATTORNEY FEES:

Determination of how reasonable attorney fees shall be awarded in any action to enforce this Agreement or to declare or termination of this Agreement shall be in accordance with Idaho Code Section 12-117 (1) or recodification or amendment of said statute.

DATED this _____ day of _____, 2018.

KUNA:

_____
KUNA

Joe Stear
Mayor

CONTRACTOR:

By_____
Brian Smith
J-U-B ENGINEERS, Inc.
250 S. Beechwood Ave., Suite No. 201
Boise, Idaho 83709
Its *Area Manager*

ATTEST:

Chris Engels
City Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by_____, as attorney *KUNA*.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

CITY of Kuna
Downtown Revitalization
Grant Writing and Grant Administration Services
October 2018

Exhibit A – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and the CITY OF KUNA (CITY) to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The goal of the project is to assist the CITY with preparing a competitive Downtown Revitalization Grant application for an Idaho Community Development Block Grant (CDBG). Further, upon receipt of CDBG funds, the CITY desires J-U-B to assist with grant administration activities to comply with CDBG requirements.

The primary objective covered by this scope is to produce a CDBG application and administer grant funds for the CITY of Kuna.

To summarize, the scope of services for J-U-B has been divided into two phases and tasks under each phase, which are described in detail later in Part 1:

Phase 1 – Grant Writing

- Task 010 – CDBG Application Preparation and Submittal
- Task 020 – CDBG Addendum Preparation, Submittal and Economic Advisory Council (EAC) Presentation

Phase 2 – Grant Administration

- Task A – Project Set up
- Task B – Environmental Review
- Task C – Acquisition and Relocation
- Task D – Labor Monitoring
- Task E – Project Monitoring
- Task F – Civil Rights
- Task G – Fair Housing Plan
- Task H – 504/ADA Self Evaluation and Transition Plan
- Task I – Project Close-Out

PART 1 - SCOPE OF SERVICES

A. Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. CITY reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Phase 1 – Grant Writing

This phase includes preparing and submitting a CDBG application and application addendum, and assisting with a presentation to the EAC.

Task 010 – CDBG Application Preparation and Submittal

J-U-B will complete the following tasks to complete the CDBG application by the November 16, 2018 CDBG application due date:

1) Hold a kick-off meeting with staff.
2) Coordinate with staff and ACHD.
3) Attend one public hearing prior to CDBG application submittal.
4) Prepare and update application forms and develop relevant information including a project description, community information, budget, environmental checklist, Citizen Participation Plan and Redevelopment Resolution for adoption, and Fair Housing Resolution.

Assumptions:

1) City staff will prepare all public hearing notices
2) City staff will provide all project support letters
3) City staff will coordinate meeting dates and schedule items on the agenda
4) City staff will review and update the 2015 building assessment to be included in the CDBG application
5) City staff will provide past and future project implementation information related to downtown
6) City staff will facilitate local (and other sources) of matching funds and will provide such information to J-U-B

Task 020 – CDBG Addendum Preparation, Submittal and EAC Presentation

Upon receipt of an invitation from the Idaho Department of Commerce, J-U-B will assist with the City of Kuna with preparation and submittal of a CDBG application addendum. This task also includes assisting the City of Kuna with preparing for a presentation to the EAC. Tasks include:

1) Assemble & submit application addendum
2) Assist with and attend the EAC Presentation

Assumptions:

1) City staff will provide relevant information to J-U-B requested by the Idaho Department of Commerce for inclusion in the application addendum
2) This task is limited to one (1) meeting to prepare for the EAC presentation

Phase 2 – Grant Administration (note: this portion of the scope of work is contingent upon the City of Kuna receiving CDBG funds)

Task A – Project Set-Up

This task includes file set-up, facilitating financial management procedures including cost allocation plan, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining CDBG requirements to the City of Kuna.

Task B – Enviromental Review

J-U-B will prepare an environmental review record that complies with 24 CFR Part 58. This task includes assessing project site, touring the site, gathering and verifying documentation, determining the clearance level, documenting information, and collecting applicable technical environmental information. J-U-B will assist City staff with publishing and posting public notices, gathering and tracking comments (if applicable), establishing mitigation measures, and securing environmental concurrence from the Idaho Department of Commerce.

Task C – Acquisition and Relocation

If applicable, J-U-B will guide the City of Kuna in complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act for any property, permanent easements or long-term leases acquired for the CDBG project. J-U-B will assist the City of Kuna with an anti-displacement and relocation plan, touring of the project site, determining acquisition activity, and advising the City about the voluntary, basic, or donation requirements as per the Uniform Act. This task also includes meetings with property owners and submission of documentation to the Idaho Department of Commerce.

Task D – Labor Monitoring

J-U-B will advise and monitor construction contractors on the requirements of the Davis Bacon Act, Copeland Act, CWHSSA and Fair Labor Standards Act. J-U-B will inform contractors about the labor requirements, provide labor documents and forms to contractors and their sub-contractors, identify appropriate wage determination, request additional wage classifications, review and track payrolls, conduct employee interviews on-site, travel to project site, observe workers, compare payroll information with interviews, document payroll reviews, identify and investigate errors with contractor, report and facilitate the correction of errors or problems to the Idaho Department of Commerce, and complete required labor reports.

Task E – Project Monitoring (during procurement and construction)

Assist the City of Kuna in setting up the procurement of contractors in accordance with CDBG requirements. J-U-B will participate in pre-bid, pre-construction and construction progress meetings. J-U-B will review bidding documents, and conduct construction progress monitoring, reporting, and construction close-out. J-U-B will observe construction progress, and monitor the design professional procurement process. J-U-B will conduct financial management including coordinating contractor and design professional pay applications, preparation of CDBG request for funds, submission of request to IDC and ensuring proper disbursement of CDBG expenditures.

Task F – Civil Rights – Equal Access

J-U-B will complete the required CDBG civil rights activities and documents. J-U-B will educate contractors on the complying with Section 3 requirements and hiring of disadvantage business enterprises. J-U-B will assist with submission of RFP to Idaho Procurement Technical Assistance Center (PTAC). J-U-B will review Section 3 Reports and the Contractor / Sub-contractor Activity Report for accuracty. J-U-B will assist the City of Kuna in updating a Limited English Proficiency (LEP) four-factor analysis City of Kuna profiles. J-U-B will oversee efforts of promoting disadvantage business enterprises and fair bidding practices, including reviewing the public display of EEO posters.

Task G – Fair Housing Plan

J-U-B will assist the City of Kuna with updating and adopting a fair housing resolution, proclaiming fair housing month, and displaying fair housing information. J-U-B will assist and guide the City of Kuna in updating the fair housing assessment including identifying impediments and actions to mitigate any impediments.

Task H – 504 / ADA Self Evaluation and Transition Plan

J-U-B will assist the City of Kuna in updating a self-evaluation of its facilities, services, and programs. J-U-B will help update the transition plan and the effective communication checklist. J-U-B will assist with updating contant information of the 504 coordinator, non-discrimination policy and grievance procedure.

Task I – Project Close-Out

J-U-B will prepare documentation that the City of Kuna has met their CDBG national objective and contractual performance requirements. J-U-B will complete CDBG closeout documents for review and signature. J-U-B will assist the City of Kuna with providing requested documents and addressing any concerns.

Assumptions:

1) Acquiring easements and/or right-of-way is not an anticipated use of CDBG funds.
2) City staff will schedule contractor request for funds on the City Council agenda for approval in a timely manner, if applicable, in accordance with contract requirements.

B. CITY's Responsibilities/Exclusions from Current Scope - CITY is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Ensure staff availability to review documents and provide active direction and timely decisions in writing pertaining this scope of work.
2. Furnish to J-U-B any other available information pertinent to the Project including reports and data relative to this scope of work.
3. Furnish to J-U-B any letters of support from community businesses and/or residents as required by the application.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
Grant Writing (Phase I)		
010	CDBG Application Preparation and Submittal	CDBG Application Due November 16, 2018
020	CDBG Addendum Preparation and Submittal	CDBG Addendum Due Spring 2019
Grant Administration (Phase 2) – Contingent on receipt of CDBG funds		
A	Project Set-Up	2019-2020 (or 2021-2022 depending on funding availability)
B	Environmental Review	
C	Acquisition and Relocation	
D	Labor Monitoring	
E	Project Monitoring	
F	Civil Rights	
G	Fair Housing Plan	
H	504/ADA Self Evaluation and Transition Plan	
I	Project Close-Out	

PART 3 - BASIS OF FEE

A. CITY shall pay J-U-B for the identified Basic Services as follows:
   1. For Lump Sum fees:
      a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
   2. For Time and Materials (T&M) fees:
      a. CITY shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's J-U-Bs' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
Grant Writing (Phase 1) – City funds			
010	CDBG Application Preparation and Submittal	Lump Sum	$4,000
020	CDBG Addendum Preparation and Submittal (Includes EAC preparation and coordination)	Lump Sum	$2,500
			Total: $6,500

Task Number	Task Name	Fee Type	Amount
Grant Administration (Phase 2) – Contingent on receipt of CDBG funds (grant administration costs not to exceed 10% of the grant amount)			
A	Project Set-Up	Lump Sum	$3,200
B	Environmental Review	Lump Sum	$6,000
C	*Acquisition and Relocation	Lump Sum	$1,500
D	Labor Monitoring	Lump Sum	$6,800
E	Project Monitoring	Lump Sum	$8,900
F	Civil Rights	Lump Sum	$2,700
G	Fair Housing Plan Update	Lump Sum	$3,500
H	504/ADA Self Evaluation and Transition Plan Update	Lump Sum	$3,500
I	Project Close-Out	Lump Sum	$5,400
			Total: $41,500

*This task is only applicable if easements and/or right-of-way purchase is required.

C. Period of Service: If the period of service for the task identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

KUNA CITY ORDINANCE NO. 2018-37

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3 SECTION 6 TITLED EXCLUSIVE RESERVATIONS TO ALLOW FOR EXCLUSIVE RESERVATION OF CERTAIN AMENITIES, AND AMENDING TITLE 7, CHAPTER 3 SECTION 7 TITLED APPLICATION FOR RESERVATION ADDING A RESERVATION TIMEFRAME, AND AMENDING TITLE 7, CHAPTER 3 SECTION 8 TITLED VACATION OF PARKS UPON REQUEST OF CITY TO INCLUDE ADDITIONAL AMENITIES, 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 7, Chapter 3, Section 6, titled Exclusive Reservations, of the Kuna City Code, is hereby amended as follows:

7-3-6: - EXCLUSIVE RESERVATIONS:

Kuna city parks and greenbelt are public use areas; any exclusive reservation will be only for the park amenity(ies)~~park band shell and/or gazebo~~ and their immediate surrounding area and that other citizenry have the right to the access and use of other park/greenbelt areas. Areas for reservation exclude playgrounds and splashpads.

Section 2.

Title 7, Chapter 3, Section 7, titled Application for Reservation, of the Kuna City Code, is hereby amended as follows:

7-3-7: - APPLICATION FOR RESERVATION:

Persons, associations, corporations, and other entities desiring to ~~use~~ reserve ~~the~~ Kuna city park amenity(ies) for exclusive use ~~and/or band shell or gazebo~~ shall apply ~~at~~ with the Kuna City Parks & Recreation Department a minimum of seven (7) days prior to ~~city hall and reserve a time~~requested date for such use~~, if their requested use time is available~~. Reservation of ~~the~~ an entire park may be made for public events.

Section 3.

Title 7, Chapter 3, Section 8, titled Vacation of Parks Upon Request of City, of the Kuna City Code, is hereby amended as follows:

7-3-8: - VACATION OF PARKS UPON REQUEST OF CITY:

If persons, associations, corporations, and other entities using ~~the band shell or gazebo~~reservable Kuna city park amenity(ies) have not reserved the time, have not paid the appropriate fee, and/or are using ~~the~~ Kuna city park amenity(ies) ~~band shell or gazebo~~ at a time that has been reserved for another person, association, corporation, or other entity, they shall be requested to vacate by an appropriate representative of the city.

This ordinance shall be in full force and effect upon its passage, approval and publication, according to law.

APPROVED this ___ day of _____, 2018.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

KUNA CITY ORDINANCE NO. 2018-37

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3 SECTION 6 TITLED EXCLUSIVE RESERVATIONS TO ALLOW FOR EXCLUSIVE RESERVATION OF CERTAIN AMENITIES, AND AMENDING TITLE 7, CHAPTER 3 SECTION 7 TITLED APPLICATION FOR RESERVATION ADDING A RESERVATION TIMEFRAME, AND AMENDING TITLE 7, CHAPTER 3 SECTION 8 TITLED VACATION OF PARKS UPON REQUEST OF CITY TO INCLUDE ADDITIONAL AMENITIES, 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 7, Chapter 3, Section 6, titled Exclusive Reservations, of the Kuna City Code, is hereby amended as follows:

7-3-6: - EXCLUSIVE RESERVATIONS:

Kuna city parks and greenbelt are public use areas; any exclusive reservation will be only for the park amenity(ies)and their immediate surrounding area and that other citizenry have the right to the access and use of other park/greenbelt areas. Areas for reservation exclude playgrounds and splashpads.

Section 2.

Title 7, Chapter 3, Section 7, titled Application for Reservation, of the Kuna City Code, is hereby amended as follows:

7-3-7: - APPLICATION FOR RESERVATION:

Persons, associations, corporations, and other entities desiring to reserve Kuna city park amenity(ies) for exclusive use shall apply with the Kuna City Parks & Recreation Department a minimum of seven (7) days prior to requested date for such use. Reservation of an entire park may be made for public events.

Section 3.

Title 7, Chapter 3, Section 8, titled Vacation of Parks Upon Request of City, of the Kuna City Code, is hereby amended as follows:

7-3-8: - VACATION OF PARKS UPON REQUEST OF CITY:

If persons, associations, corporations, and other entities using reservable Kuna city park amenity(ies) have not reserved the time, have not paid the appropriate fee, and/or are using Kuna city park amenity(ies) at a time that has been reserved for another person, association, corporation, or other entity, they shall be requested to vacate by an appropriate representative of the city.

This ordinance shall be in full force and effect upon its passage, approval and publication, according to law.

APPROVED this 7th day of November, 2018.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

RESOLUTION NO. R85-2018
CITY OF KUNA, IDAHO

CITY PARKS AND CITY PUBLIC PROPERTY FEES- AMENDING FEE SCHEDULE

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING RESOLUTION NO. R44-2017 TO RAISE CERTAIN FEES TO COVER RISING COSTS, ADD DISCOUNT ELIGIBILITY, ADD NEW AMENITIES, ADD RESERVATION TIME FRAMES, ADD A RESERVATION DEADLINE AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Kuna City Code Title 7, Chapter 3, Section 11, provides the City Council with the authority to establish user fees for the rental of its city parks and city public property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The Kuna City Council hereby amends certain fees, adds discount eligibility, new amenities, reservation time frames, and a reservation deadline to the City Parks and City Public Property Fee Schedule 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 this 7th day of November, 2018.

APPROVED BY THE MAYOR of Kuna this 7th day of November, 2018.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A TO RESOLUTION R85-2018
CITY OF KUNA
Fees for Rental of City Parks, Public Property and After Hours Permits
EFFECTIVE January 1, 2019

Note:

- All rates are based on the following time blocks 9am-1pm, 1:30pm -5:30pm, or 6pm-dusk. Any after dusk reservations will require an after hours permit. Electricity is an additional fee
- A 30% discount will be given upon proof of status to the following; current military, veterans, (military ID) non-profit organizations (after verification of 501c3 status), public schools and senior citizens (age 65 and older).
- Discounts with Parks and Recreation Directors Discretion
- Rates will increase depending on group size, and additional amenities to include electricity and volleyball nets
- Reservations to be made 7 or more days prior
- Special Events may have additional charges or higher fees.
- Rentals are first come, first serve.

FACILITY		**FEES**					
Bernie Fisher Park							
	Number of people	0-25 ~~0-15~~ 16-35	26-50 ~~16-35~~ 36-100	51-100 ~~36-100~~	101+	Minimum Rate Per Block	Max Rate Per Block
Bandshell* (10 Tables)	Max Capacity 200	$30 ~~$10/$25~~	$40 ~~$25/$50~~	$60 ~~$50~~	$110 ~~$100~~	$30	$110
*Electricity (Bandshell only)	Per time Block	$10 ~~$10~~	$10 ~~$10~~	$10 ~~$10~~	$10 ~~$10~~	$10	$10
Gazebo (5 Tables)	Max Capacity 100	$20 ~~$10/$25~~	$30 ~~$25/$50~~	$50 ~~$50~~	N/A	$20	$50
Horseshoe pits (Exclusive)	Both Pits	N/A	N/A	N/A	N/A	$15 Per 2 hours ~~$10 per hour~~	$15 Per 2 hours ~~$10 per hour~~

Greenbelt						
	Number of people	0-25	26-50	51-100	Minimum Rate Per Block	Max Rate Per Block
Table Rental Location East Side near Restroom *	Max Capacity 100	$20 5 Tables New	$30 10 Tables New	$50 15 Tables New	$20	$50
*Electricity (East Side only)	Per time Block	$10	$10	$10	$10	$10
Sand Volleyball Court (Exclusive)	*	N/A	N/A	N/A	$15 Per 2 hours ~~$10 per hour~~	$15 Per 2 hours ~~$10 per hour~~

Horseshoe pits (Exclusive)	Per 2 Pits $5 extra for additional 2 pits	N/A	N/A	N/A	$15 Per 2 hours ~~$10 per hour~~	$20 Per 2 hours (All 4 Pits) ~~$10 per hour~~
Table Rental Location Southside Near Indian Creek	Max Capacity 100	$20 5 Tables New	$30 10 Tables New	$50 15 Tables New	$20	$50
Pergola East side of Swan Falls (5 Tables)	Max Capacity 100	$10 New	$20 New	$40 New	$10	$40

Sego Prairie/Nicholson Park

	Capacity	Rate Per Block
Covered Area #1 (2 Tables)	Max Capacity 20	$10 New
Covered Area #2 (2 Tables)	Max Capacity 20	$10 New

Sadie Creek

	Capacity	Rate Per Block
Covered Area #1 (2 Tables)	Max Capacity 20	$10 New
Covered Area #2 (2 Tables)	Max Capacity 20	$10 New

Butler

	Capacity	Rate Per Block
Covered Area #1 (2 Tables)	Max Capacity 20	$10 New
Covered Area #2 (2 Tables)	Max Capacity 20	$10 New

Behind City Hall

	Number of people	0-25	26-50	51-100	101+	Minimum Rate Per Block	Max Rate Per Block
Table Rentals Location Area Behind City Hall	Max Capacity 500	$20 5 Tables New	$30 10 Tables New	$50 15 Tables New	$110 25 Tables New	$20	$110
Patio Area Behind City Hall	Max Capacity 100	$20 5 Tables New	$30 10 Tables New	$50 15 Tables New	N/A		
Electricity	Per time Block	$10 New	$10 New	$10 New	$10 New	$10	$10

Disc Golf Course

	Minimum Rate Per Day
Exclusive	$250
Event/tournament (day)	~~$200~~
Non-Exclusive Event /Tournament (day)	$75 ~~$50~~
Non-Exclusive for League play per day	$25 ~~$20~~

*$25 Discount for additional tournaments after the first

Additional Rental Fees

	Per Activity	Rate	Broken equipment fee
	Additional Picnic Tables (seat 6-8)	$15 per 5 tables ~~$25 per 10 tables~~	
	Turf Fee (Bounce house, Canopy etc.)	$20 New	
Bernie Fisher (Future Locations coming)	Volleyball Net and Volleyball (with shelter reservation)	$20 Per Block New	Up to$200 Need Rental Agreement
Bernie Fisher (Future Locations coming)	Volleyball Net and Volleyball (Standalone)	$25 Per 4 Hours New	Up to $200 Need Rental Agreement
	Spike Ball Net and 2 Balls (with shelter rental)	$5 Per Block New	Up to $50 Need Rental Agreement
	Spike Ball Net and 2 Balls (Standalone)	$10 Per 4 Hours New	Up to $50 Need Rental Agreement
	Archery Tag	$30/Hour New	Up to $200 Need Rental Agreement
Bernie Fisher Green Belt (Excludes Splashpad & Pergola) Behind City Hall	Special Event Fee (Includes electricity, up to 10 tables, with more available with added fee)	$150 Per Block New	$330 per Day
	Special Event with Parking Fee (parking on grass)	$200 Per Block New	$500 Per Day

Construction Fencing optional with 2 hour minimum	Additional parks personnel (set up, tear down etc.)	$30/Hour New

After Hours Park Permit

Number of people	0-25	26-50	51-100	101+
	$30 ~~$10/$25~~	$40 ~~$25/$50~~	$60 ~~$50~~	$110 ~~$100~~

Senior Center

Per Hour Rate	First 2 hours	Additional Hour or Fraction thereafter	Facility Cleaning Fee (if facility is not cleaned after use)
	$75.00	$25	$75 per hour

City Hall Parking Lot (dawn to dusk)

Daily Rates	1 Section	2 Sections	ALL 3Sections
	$50	$100	$150

(North Section/Center Section/South Section)

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.~~

~~3~~2. No dog will be licensed as spayed or neutered without valid proof the surgery was performed.

~~4~~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. ~~along with providing a~~A metal tag bearing the number corresponding to that affixed upon the receipt will also be provided when purchasing a new license.

~~5~~4. If a license is lost, the dog owner shall apply for a replacement tag and pay the appropriate fee.

~~6~~5. 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.

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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. R87-2018
CITY OF KUNA, IDAHO

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. 2018-36, 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 November 7, 2018 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 7th day of November, 2018.

APPROVED BY THE MAYOR of Kuna this 7th day of November, 2018.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT "A" TO RESOLUTION R87-2018

CITY OF KUNA

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

Type of License or Fee	One (1) Year License Fee	Three (3) Year License Fee	Five (5) Year License Fee
Non-neutered or non-spayed dog	$28.00	$56.00	$84.00
Neutered or spayed dog	$10.50	$21.00	$31.50
Senior Citizen rate (over 65) for Non-neutered or non-spayed 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		

[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.

~~[2]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.~~

[2]Impoundment Fees will automatically reset after the third impoundment of an animal.

City of Kuna

Staff Memo – City Council

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

To: City Council

Case Numbers: 18-02-S (Pre Plat)
Madrone Heights

Location: Near the northwest corner of Ten Mile and Kuna Roads, Kuna, Idaho 83642

Planner: Troy Behunin, Planner III

Hearing Date: November 7, 2018 (Wed. – Elections)

Engineer: KM Engineering
Kirsti Grabo
9233 W. State St,
Boise, ID 83714
208.639.6930
KGrabo@kmengllp.com

Owner: *N Star Farm, LLC*
Tim Eck
6152 W. Half Moon Ln.
Eagle, ID, 83616

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A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations 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 April 11, 2018 (seven persons attended)

ii.	Agency Comment Request	June 26, 2018
iii.	375' Property Owners Notice	October 29, 2018
iv.	Kuna, Melba Newspaper	October 3, 2018
v.	Site Posted	October 9, 2018

B. Applicant's Request:

On behalf of N Star Farm, LLC (the applicant), Kirsti Grabo with KM Engineering, requests approval to subdivide approximately 39.50 acres (previously zoned R-6) into 206 single home lots, an additional 27 common lots, and one shared driveway. A Design Review application for the landscaping for the 27 common lots accompanies this application. The address is 2030 W. Kuna Road, Kuna Idaho, and is located near the NWC of Ten Mile and Kuna Roads, in Section 22, T 2N, R 1W, APN #: S1322438400. This project is known as Madrone Heights Subdivision.

C. Aerial Map:

©Copyrighted

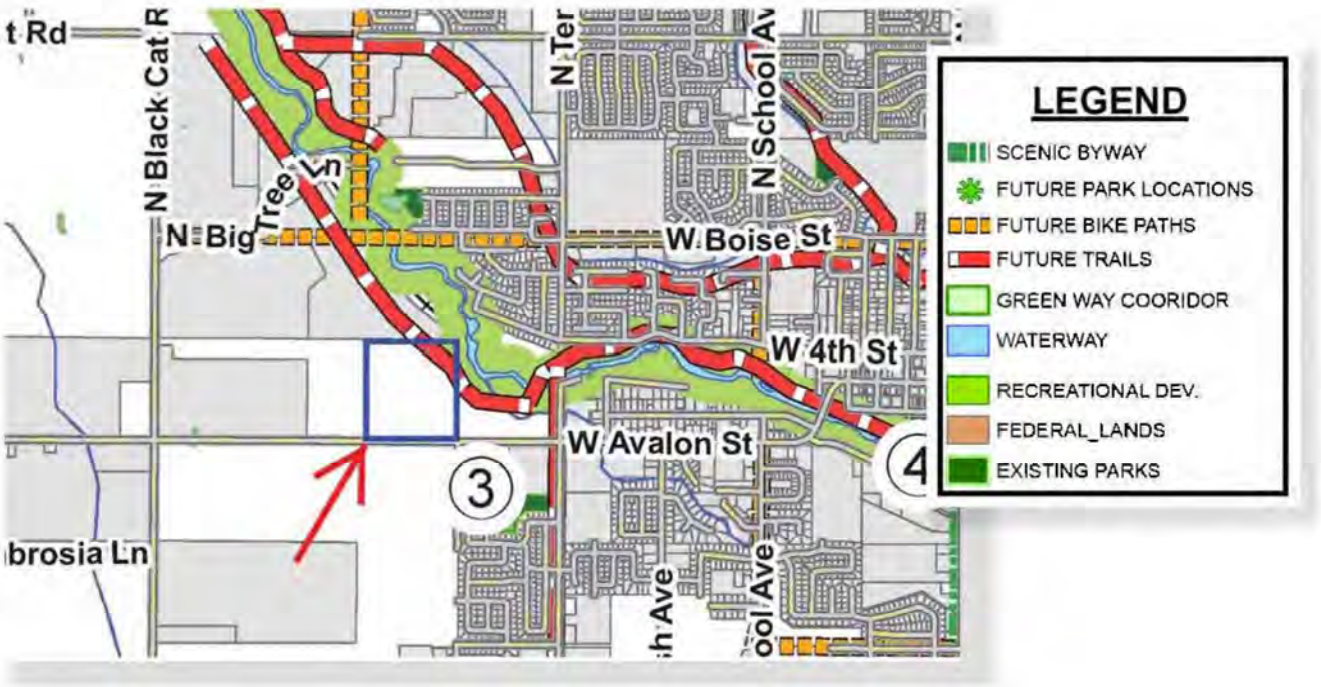
D. Site History:

This parcel is in the City of Kuna limits, with varying historical uses, ranging from residential to farming and is currently zoned R-6 (Medium Density Residential).

E. General Project Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The Comp Plan Map calls for Medium Density Residential for this parcel.
2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail near the NEC of the site, situated along Indian Creek. Accordingly, it is the City's goal and desire to increase the number of trails and pathways in Kuna. It is necessary for each parcel to develop trails and pathways along

their frontages of creeks, canals and ditches to comply with the Master Plan's goals by either starting a pathway, or extending one in that area at time of development.



3. **Surrounding Land Uses:**

North	A	Agriculture – Kuna City
South	RUT	Rural Urban Transition – Ada County
East	RUT	Rural Urban Transition – Ada County
West	RR	Rural Residential – Ada County

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

Property Owner	**Parcel Size** (Approximately)	**Current Zone: (R-6)** Medium Density Resident	**Parcel Number**
N Star Farm, LLC	39.48 acres	R-6	S1322438400

5. **Services:**

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

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

The majority of this land is being used for agricultural purposes, a small part of the land was used for residential purposes (Approx. 1.5 ac.) Applicant anticipates that the land will continue the historic agricultural uses on the lands until development occurs. There are no outbuildings on site, or any other structures.

7. **Transportation / Connectivity:**

All access points will need to follow design standards according to City and ACHD (Ada County Highway Dist.) codes. Applicant proposes ingress/egress on Kuna Road near the middle of the site, and a new segment of a mid-mile collector on the west property line. In accordance with City Code, the applicant proposes two (2)

additional connection to properties to the east and north for future connection. Current legal points of access being used at this time may remain until development requires a change.

8. **Environmental Issues:**
Beyond being within the nitrate priority area, staff is not aware of any environmental, health or safety conflicts.

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
   - Kuna City Engineer (Paul Stevens) – Exhibit B-1 [*This report will be late, due to his recent* hiring].
   - Ada County Highway District (ACHD – Austin Miller) – Exhibit B-2
   - Boise-Kuna Irrigation District (Lauren Boehlke) – Exhibit B-3
   - Cable One TV (Brett Pike) – Exhibit B-4
   - Community Planning Association of Southwest Idaho (COMPASS – Carl Miller) – Exhibit B-5

F. Staff Analysis:

The applicant previously annexed the land as part of the former Urza property application and now submits an application for preliminary plat and subdivision design review approvals and entitlements.

This parcel was annexed into Kuna City limits last spring with a R-6 (Medium Density) zoning. During the public hearings for said annexation there were certain density conditions approved by the Commission and City Council. Staff finds that this proposal conforms to the condition as outlined in the Findings of Fact and Conclusions of law.

All major public utilities are approximately 1,325 feet east, at Ten Mile and Kuna Roads. Applicant has been made aware that development of this parcel will require extension of, and connection to city services. Connection fees will be required for those utilities at time a building permit is issued. It is anticipated that development will require four phases for complete build-out. Staff concurs with ACHD's recommendation (for the north-south mid-mile collector on the west side of the project) for construction of the proposed mid-mile up to the north property line. Staff concurs that all required improvements shall be installed along with a barricade to be constructed and placed just beyond the W. Park Street intersection; if development has not occurred when phase four begins (ACHD Condition 9 in section D: Site Specific Conditions of Approval).

Staff has reviewed Kuna's Comprehensive Plan (Comp Plan), and found the Comp Plan encourages a variety of housing types for all income levels numerous times throughout the document. Pertinent sections of the Comp Plan that address housing types are included below, in Section K (Comp Plan Analysis) of this report. The City attempts to balance all housing types within the City. Staff would recommend that the applicant work with Kuna City, ACHD, and Kuna Rural Fire District (KRFD) to conform to each agency's requirements.

In the northeast corner of the site is a pocket park on lot 12, block 2. The Kuna Recreation and Pathway Map indicates a trail in this area. Staff recommends that the applicant provide a public easement for a future greenbelt/pathway to be built in the future by the H.O.A. if development occurs on the east or north. While this is a very small pinch point, it could become a pivotal piece in the future. Staff recommends that plantings be arranged so that a blockade is not formed accidentally.

Staff has determined that this application complies with Title 5 of the Kuna City Code; Idaho Statute § 67-6511; as well as the Kuna Comprehensive Plan document; and forwards a recommendation of approval for Case No. 18-02-S subject to any conditions of approval outlined by Kuna's City Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5, Chapter 13.
2. City of Kuna Comprehensive Plan, adopted September 1, 2009.

3. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Proposed Procedural Background:

On November 7, 2018, the Council considered the case, including the application, agency comments, staff's memo, the application exhibits and public testimony presented or given.

I. Proposed Factual Summary:

This parcel is located near the northwest corners of Ten Mile and Kuna Roads. The project consists of 39.48 (approx.) acres and is in Kuna City limits and zoned R-6 (Medium Density Residential). Applicant requests preliminary plat approval to subdivide said property in 206 homes, 27 common lots and one shared driveway. This parcel is adjacent to Kuna Road; a principle arterial.

J. Proposed Findings of Fact:

Based upon the record contained in Case No. 18-02-S, including the Comprehensive Plan, Kuna City Code, staff's memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby **approves/conditionally approves/denies** the Findings of Fact and Conclusions of Law, and the conditions of approval for Case No. 18-02-S, a request for preliminary plat approval, according to the following:

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

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

Comment: *The Kuna* Council *held a public hearing on the subject applications on November 7, 2018, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. Based on the evidence contained in Case No. 18-02-S, this proposal **does/does not** appear to *generally* comply with the Comprehensive Plan.

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

3. The Kuna Council has the authority to **approve/conditionally approve/deny** the preliminary plat application.

Comment: *On* November 7, 2018*, Council will decide to vote for an* ***approval/conditional approval/denial*** *for Case No.* 18-02-S.

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

Comment: *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on Wednesday, November 7, 2018.*

K. Proposed Comprehensive Plan Analysis:

Council determines the proposed preliminary plat and design review requests for the *site* ***are/are not*** consistent with the following Comp Plan components:

Housing:
Residents expressed interest in a mix of residential type dwellings applications; including a variety of housing. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 Comprehensive Plan [CP]).

***Comment**: The Comp Plan provides for a mix of residential uses. This project has proposed a zone that provides an opportunity for a variety of densities, therefore it generally conforms to the Comp Plan goals and policies.*

Private Property Rights Goals and Objectives - Section 2 - Summary:
Ensure the City *land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property.* Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and staff shall evaluate with guidance from the City's attorney; the Idaho Attorney General's six criterion established to determine the potential for property taking.

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

Economic Development Goals and Objectives - Section 5 - Summary:
Promote and ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5 and Pg. 43 – 3.1 [CP]).

***Comment:** The Comp Plan encourages an adequate mix of housing for all income levels and calls for increasing pedestrian connections. The requested zoning for this project provides an opportunity for a number of additional housing types to Kuna's inventory and quality housing. At time of development, this project should be conditioned to add to the City's pedestrian network for non-motorized transportation, by proposing pathway connections for future development to connect to in the future.*

Land Use Goals and Objectives - Section 6 - Summary:
Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3, and Pg. 65 – 4.3 [CP]).

Comment: *The requested zoning provides an opportunity for quality housing opportunities and multiple housing varieties to the City's inventory for all types of lifestyles, ages and economic groups.*

Housing Goals and Objectives - Section 12 - Summary:
Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly development while discouraging development of land divisions greater than one-half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).

***Comment:** With the requested zoning, applicant proposes a future high quality development with a variety of dwelling types, densities, and price points for all income levels Kuna as encouraged by the Comp Plan. In the future, this project will add to the City's overall network of, utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and could avoid increased municipal services costs and sprawl.*

Community Design Goals and Objectives - Section 13 - Summary:
Strengthen Kuna's Image through good community and urban design principles that create well planned neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2 and 2.1[CP]).

Comment: *Applicant should be conditioned to offer good community and urban design principles through creation of greenspaces, add to the pedestrian pathway network and add to the City's sidewalk network. Applicant has proposed and shall improve classified roadways, which add to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). Applicant has proposed and should be conditioned to incorporate landscape buffers creating a sense of place for citizens. Applicant has proposed and should be conditioned to follow sound community design concepts and comply with the Comp Plan goals and help strengthen Kuna's image.*

L. Idaho State Code Analysis:

1. **IC §67-6511 (2) C** requires that the Council analyze the proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, ***or*** would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.

2. **IC §67-6513** provides that the City provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision.

3. Through discussions and comments submitted by public service providers, the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents.

M. Council's Conclusions of Law:

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

1. The Council feels the site ***is/is not*** physically suitable for development in the future.

   Comment: *The 39.48 acre (approximate) proposal appears to be suitable for a subdivision, as proposed.*

2. The subdivision 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.*

3. The preliminary plat application ***is /is not*** likely to cause adverse public health problems.

   Comment: *As proposed, the preliminary plat generally complies with the Comp Plan. The project will connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

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

5. The existing and proposed street and utility services in proximity to the site ***are/are not*** suitable *or* adequate for future residential purposes.

   Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services (existing and proposed) are suitable and adequate for this subdivision, or will be as conditioned.*

6. Based on the evidence contained in Case No's 18-02-S, Council finds Case No. 18-02-S adequately complies with Kuna City Code.

7. Based on the evidence contained in Case No. 18-02-S, Council finds Case No. 18-02-S generally complies with Kuna's Zoning Code.

N. Recommendation of the Commission:

Based upon the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Commission, the applicant's presentation, public testimony and discussion during the September 11, 2018, public hearing, the Kuna Commission votes to *recommend* ***approval*** for Case No. 18-02-S to Council with the following conditions of approval:

Preliminary Play Specific Conditions:

- Applicant shall follow *conditions as outlined in the staff report with a revision to No. 13, a condition that the applicant shall provide a perimeter pathway around Lot 12, Block 2 (similar to the central park) in the northeast corner for future connectivity to the city greenbelt,*
- *Applicant shall install solid vinyl fencing across both stub streets at Park and Madrone Avenue to seal off the streets with the future signage as recommended in the ACHD report,*
- *Applicant shall install barricades north of the Park Street and Beadlily intersection to restrict access for the road to the north property line.*
- *Applicant shall install solid vinyl fencing across both stub streets at Park and Madrone Avenue,*
- *Applicant shall install barricades north of Park Street and along Beadlily,*

O. Council's Order of Decision:

18-02-S (Preliminary Plat), *Note*: *The proposed motion is to recommend approval, conditional approval, or denial for these requests to City Council. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

On November 7, 2018, the Council voted to **approve/conditionally approve/deny** Case No. 18-02-S, based upon the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Council, the applicant's presentation, public testimony and discussion during the November 7, 2018, public hearing Therefore, the Kuna Council votes to ***approve/conditionally approve/deny*** Case No. 18-02-S, 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 the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).

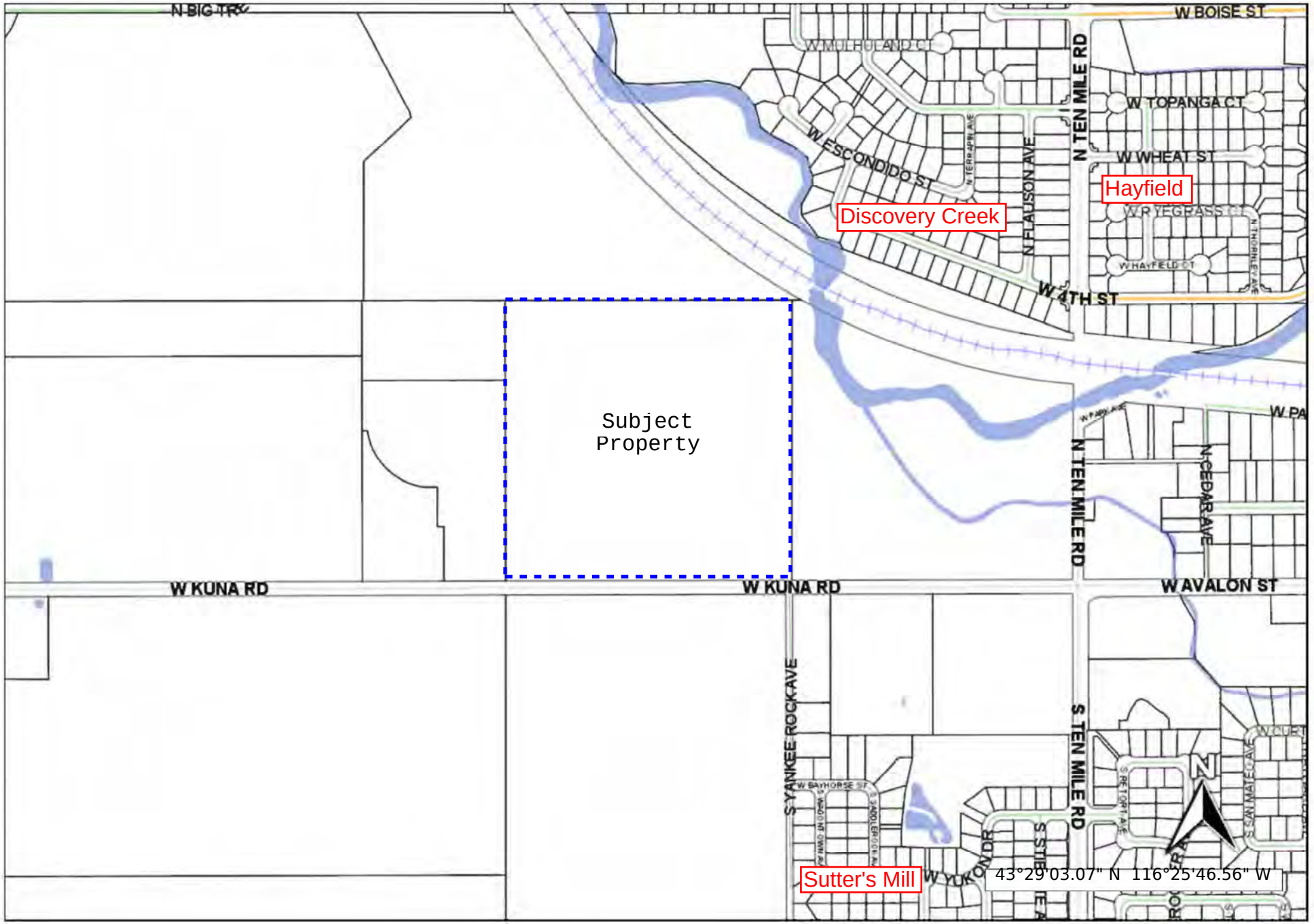
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
   2.1– With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage/monuments within/for the project shall comply with Kuna City Code and shall be approved through the design review process with all subdivisions.
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. Developer shall provide a perimeter pathway in Block 2 in the northwest corner for future connectivity to the city greenbelt
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. 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 _____ day of _____, 2018.

landproDATA

Vicinity Map

2030 West Kuna Road

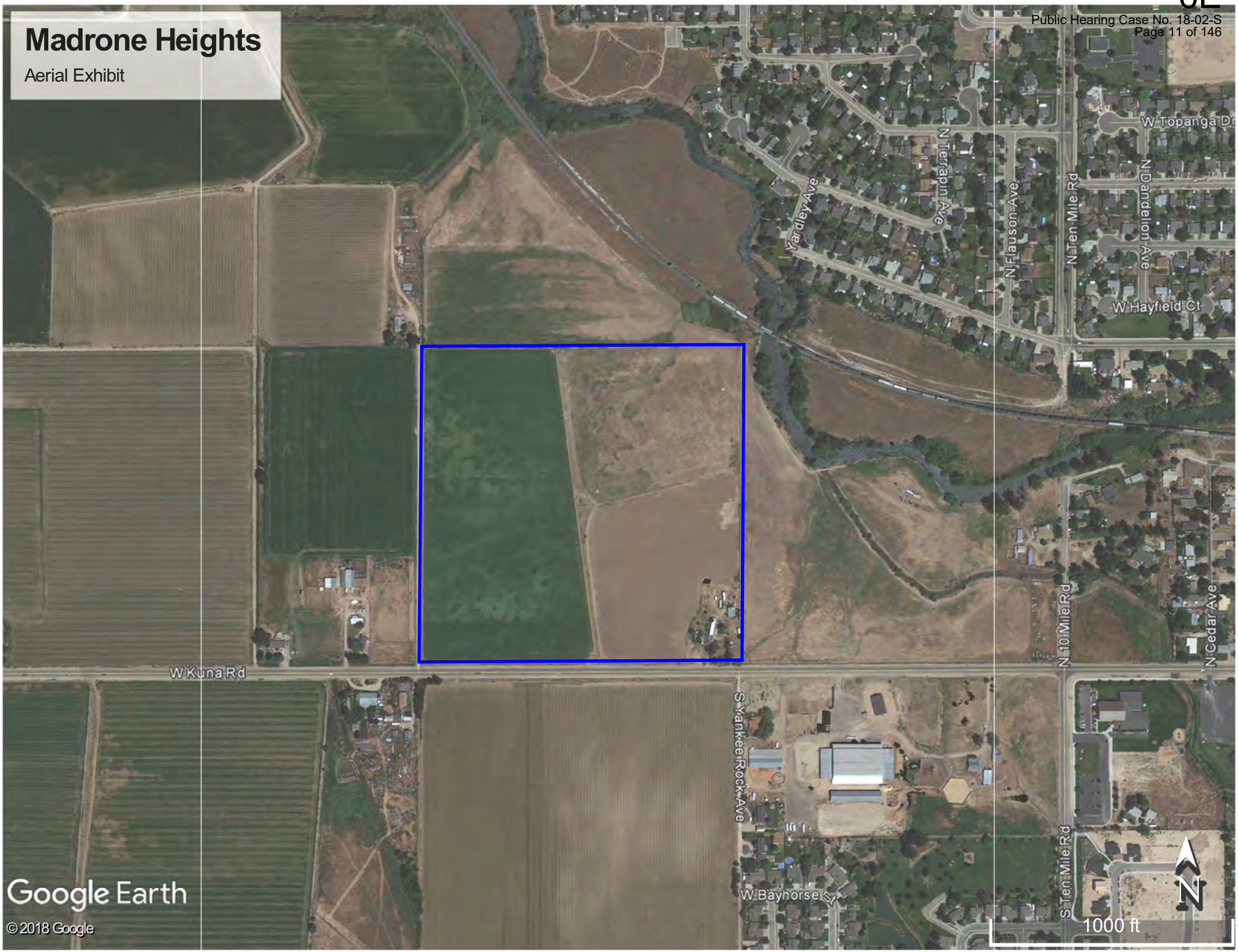


Oct 27, 2017 - landproDATA.com
Scale: 1 inch approx 600 feet

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

Madrone Heights

Aerial Exhibit



km ENGINEERING

May 25, 2018
Project No.: 17-054

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

RE: Madrone Heights Subdivision – 2030 West Kuna Road – Kuna, ID
Preliminary Plat and Landscape Design Review Applications

Dear Mr. Behunin:

On behalf of N Star Farm, LLC, and Waters Edge Farm, LLC, we are pleased to submit the attached application and required supplements for preliminary plat and landscape design review for Madrone Heights Subdivision.

As you know, the subject property (formerly known as the Urza property) is approximately 39.4 acres of agricultural ground identified as parcel number S1322438400 and located approximately one quarter mile west of Ten Mile on the north side of Kuna Road. Earlier this year, the site was annexed into the City of Kuna with the R-6 zoning designation (with a max density of 5.2 du/acre) commensurate with the existing Comprehensive Plan designation of Medium Density Residential.

Preliminary Plat

The attached preliminary plat proposes 206 buildable single-family residential lots, 27 common lots and 1 shared driveway lot for a total of 234 lots. The layout reflects a gross density of 5.2 units per acre, which is commensurate with the density allowed by Council as a part of the annexation and zoning approval. The project includes 3.4 acres of landscaped open space, which will include a central park with soccer fields and walking paths to provide pedestrian connectivity throughout the neighborhood. Further, the park's central location within the project creates ease of access for all residents of the subdivision. The open space and shared driveway lot will be owned and maintained by the homeowners' association, and draft CC&Rs including language for maintenance of the common lots are included herewith. The shared driveway lot will also serve as a corridor for extension of utilities into the neighborhood from Kuna Road. As such, it will be covered by the necessary access and utility easements.

A traffic impact study was completed, has been submitted to ACHD, and is provided with this application package for your review. As you can see on the preliminary plat, there are no existing stub streets in the area, so the subdivision proposes one access onto Kuna Road with a second access to the west onto a new mid-mile collector street, a portion of which will be constructed with this project. Per ACHD's annexation staff report, curb and gutter are not required along Kuna Road at this time, so we are proposing to improve Kuna Road with 17' of pavement plus a 3' gravel shoulder and a 5' detached sidewalk.

Mr. Eck has conducted significant due diligence regarding public utilities in the area and has worked with the City Engineer to determine a course of action to extend utilities to this site. We are not aware of any concerns in regards to other public services in the area and don't expect the project to create excessive additional requirements at public expense for public facilities and services because services will be supported by property taxes and/or fees paid directly to the service providers.

At this time, we are unaware of any health, safety, or environmental problems that currently exist or that will be created by this project.

Design Review

Included with this submittal package is the design review application for common area landscaping within the subdivision. There are existing trees onsite, but none are proposed to remain. The new landscaping will consist of a combination of trees, shrubs, and other landscape materials, which are detailed on the attached landscape plans, and we believe that the design complies with the City's Design Review standards.

Conclusion

With the proposals discussed herein, we feel that the new Madrone Heights neighborhood will complement the City's vision for growth and provide additional housing opportunities for this growing area. Should you have questions or require further information in order to process these applications, please feel free to contact me. We look forward to working with staff to accomplish this great addition to the City of Kuna.

Sincerely,
KM Engineering, LLP

Kirsti Grabo
Development Coordinator

cc: N Star Farm, LLC
Waters Edge Farm, LLC

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)	18-02-S & 18-18-DR
Project name	Madrone Heights
Date Received	
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	9.11.2018
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: N Star Farm, LLC and Waters Edge Farm, LLC	~~Phone Number:~~
Address: 6152 West Half Moon Lane	E-Mail:
City, State, Zip: Eagle, ID 83616	Fax #:
Applicant ~~(Developer):~~ same	Phone Number:
Address:	E-Mail:
City, State, Zip:	Fax #:
Engineer/Representative: KM Engineering, LLP	Phone Number: 208.639.6939
Address: 9233 West State Street	E-Mail: Kirsti Grabo - kgrabo@kmengllp.com
City, State, Zip: Boise, ID 83714	Fax #: 208.639.6930

Subject Property Information

Site Address: 2030 West Kuna Road	
Site Location (Cross Streets): approx. 1/4 mile west of Ten Mile and Kuna Roads	
Parcel Number (s): S1322438400	
Section, Township, Range: Section 22, T2N, R1W	
Property size : 39.4 acres +/-	
Current land use: Ag	Proposed land use: SFR
Current zoning district: R-6	Proposed zoning district: R-6

Project Description

Project / subdivision name: Madrone Heights

General description of proposed project / request: Preliminary plat for single-family residential subdivision

Type of use proposed (check all that apply):

- [X] Residential — single-family detached
- [ ] Commercial
- [ ] Office
- [ ] Industrial
- [ ] Other

Amenities provided with this development (if applicable): open space with soccer fields and walking paths

Residential Project Summary (if applicable)

Are there existing buildings? [X] Yes [ ] No

Please describe the existing buildings: existing residence with ag outbuildings

Any existing buildings to remain? [ ] Yes [X] No

Number of residential units: 206 Number of building lots: 206

Number of common and/or other lots: 27 common + 1 shared driveway lot

Type of dwellings proposed:

- [X] Single-Family
- [ ] Townhouses
- [ ] Duplexes
- [ ] Multi-Family
- [ ] Other

Minimum Square footage of structure (s):

Gross density (DU/acre-total property): 5.2 Net density (DU/acre-excluding roads): 7.3

Percentage of open space provided: 8.6 Acreage of open space: 3.4

Type of open space provided (i.e. landscaping, public, common, etc.): landscaped open space with soccer fields and walking paths

Non-Residential Project Summary (if applicable)

Number of building lots: Other lots:

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

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

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

Number and ages of students/children: Seating capacity:

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

Proposed Parking:

a. Handicapped spaces: Dimensions:
b. Total Parking spaces: Dimensions:
c. Width of driveway aisle:

Proposed Lighting:

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

Applicant's Signature: Date: 5.25.18

City of Kuna
Design Review Application

P.O. Box 13
Kuna, Idaho 83634
(208) 922.5274
Fax: (208) 922.5989
Website: www.kunacity.id.gov

FILE NO.: _____

CROSS REF.: _____

FILES: _____

The City of Kuna has adopted a Design Review process whose purpose is to make Kuna a pleasant and comfortable place to live and work. This Design Review process is based on standards and guidelines found in the Design Review Ordinance No. 2007-02 and the Architecture and Site Design Booklet. Both of these documents can be found online (www.cityofkuna.com) or are picked up in the City's Planning and zoning department is located at 763 W Avalon, Kuna ID. Staff is glad to assist you with your application form.

The Design Review application applies to the following land use actions:

- ▶ Multi- family dwellings (3 or more)
- ▶ Commercial
- ▶ Industrial
- ▶ Institutional
- ▶ Office
- ▶ Common Area
- ▶ Subdivision Signage
- ▶ Proposed Conversions
- ▶ Proposed changes in land use and/or building use or exterior remodeling
- ▶ Exterior restoration, and enlargement or expansion of existing buildings, signs or sites.

Application Submittal Requirements

Applicant Use		Staff Use
[x]	Date of pre- application meeting : _____ *Note: Pre-Applications are valid for a period of three (3) months.*	☐
[x]	A complete Design Review Application form *Note: It is the applicant's responsibility to use a current application.*	☐
[x]	Detailed letter of explanation or justification for the application, describing the project and design elements, and how the project complies with Design Review standards.	☐
[x]	One (1) Vicinity Map (8 ½" x 11") at 1" = 300' scale (or similar), label the location of the property and adjacent streets.	☐
[x]	One 8 ½" x 11" colored aerial photo depicting proposed site, street names, and surrounding area within five-hundred feet (500').	☐
[x]	Copy of Deed; and, if the applicant is not the owner, an **original** notarized statement (affidavit of legal interest) from the owner (and all interested parties) stating the applicant is authorized to submit this application.	☐

[x] Detailed site, landscape, drainage plan, elevation and to scale. *(No smaller than 1"=30', unless otherwise approved.)* [ ]
One of each plan (site, landscape, drainage plan and elevations) is required to be submitted in the following plan sizes:

(1) 24" X 36" TO SCALE COPIES
(1) 11" X 17" REDUCTIONS
(1) 8 ½" x 11" REDUCTIONS

[ ] Provide a color rendering and material sample board specifically noting where each color and material is to be located on the structure. [ ]
Note: Provide photo of the colored rendering and material samples board to City Staff electronically in a JPG or PDF format.

The Applicant is obligated to provide a site plan that graphically portrays the site and includes the following features:

Site Plan

Applicant Use		Staff Use
[x]	North Arrow	[ ]
[x]	To scale drawings	[ ]
[x]	Property lines	[ ]
[x]	Name of "Plan Preparer" with contact information	[ ]
[x]	Name of project and date	[ ]
[x]	Existing structures, identify those which are to be relocated or removed	[ ]
[x]	On-site and adjoining streets, alleys, private drives and rights-of-way	[ ]
[x]	Drainage location and method of on-site retention / detention	[ ]
[ ]	Location of public restrooms	[ ]
[x]	Existing / proposed utility service and any above-ground utility structures and their location	[ ]
[x]	Location and width of easements, canals and drainage ditches	[ ]
[ ]	Location and dimension of off-street parking	[ ]
[ ]	Locations and sizes of any loading area, docks, ramps and vehicle storage or service areas	[ ]
[ ]	Trash storage areas and exterior mechanical equipment, with proposed method of screening	[ ]
[ ]	Sign locations *(a separate sign application must be submitted with this application)*	[ ]
[ ]	On-site transportation circulation plan for motor vehicles, pedestrians and bicycles	[ ]
[x]	Locations and uses of ALL open spaces	[ ]
[x]	Locations, types and sizes of sound and visual buffers *(Note: all buffers must be located outside the public right-of-way)*	[ ]
[ ]	Parking layout including spaces, driveways, curb cuts, circulation patterns, pedestrian walks and vision triangle	[ ]
[x]	Locations of subdivision lines *(if applicable)*	[ ]
[x]	Illustration that demonstrates adequate sight distance is provided for motor vehicles, pedestrians and bicycles	[ ]
[x]	Location of walls and fences and indication of their height and material of construction	[ ]
[ ]	Roofline and foundation plan of building, location on the site	[ ]
[x]	Location and designations of all sidewalks	[ ]
[x]	Location and designation of all rights-of-way and property lines	[ ]

Landscape and Streetscape Plan

The landscape and streetscape plans need to be drawn by the project architect, professional landscape architect, landscape designer, or qualified nurseryman for development's possessing more than twelve thousand (12,000) square feet of private land. The landscaped and streetscape plans must be colored. The Planning Director or City Forester may require the preparation of a landscape plan for smaller developments by one of the noted individuals if the lot(s) have unique attributes.

Applicant Use		Staff Use
☒	North Arrow	☐
☒	To scale drawings	☐
☒	Boundaries, property lines and dimensions	☐
☒	Name of "Plan Preparer" with contact information	☐
☒	Name of project and date	☐
☒	Type and location of all plant materials and other ground covers. *Please review the City's plant list and rely upon it to identify the site's planting strategy. Include botanical and common name, quantity, spacing and sizes of all proposed landscape materials at the time of planting, and at maturity. A list of acceptable trees is available upon request from City Planning Staff. If there are any questions, please contact the City Forester, Natalie Reeder, at 208.880.0953*	☐
☒	Existing vegetation identified by specific size. Identify those which are proposed to be relocated or removed.	☐
☒	Method of irrigation. *Note: All plant materials, except existing native plants not damaged during construction or xeriscape species shown not to require regular watering, shall be irrigated by underground sprinkler systems set on a timer in order to obtain proper watering duration and ease of maintenance.*	☐
☒	Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fencings, fountains street/pathway furniture *(benches, etc.), etc.*	☐
☐	Sign locations *Note: A separate sign application must be submitted with this application*	☐
☒	Locations and uses for open spaces	☐
☐	Parking layout including spaces, driveways, curb cuts, circulation patterns, pedestrian walks and vision triangle	☐
☒	Illustration that demonstrates adequate sight distance is provided for motor vehicles, pedestrians and bicycles	☐
☒	Location and designations of all sidewalks	☐
☒	Engineered grading and drainage plans: A generalized drainage plan showing direction drainage with proposed on-site retention. Upon submission of building/construction plans for an approved design review application, a detailed site grading and drainage plan, prepared by a registered professional engineer (PE) shall be submitted to the City for review and approval by the City Engineer.	☐

Building Elevations

Applicant Use		Staff Use
☐	Detailed elevation plans of each side of any proposed building(s) or additions(s) *Note: Four (4) elevations to include all sides of development and must be in color*	☐
☐	Identify the elevations as to north, south, east, and west orientation	☐
☐	Colored copies of all proposed building materials and indication where each material and color application is to be located *Note: Submit as 11"x17" reductions*	☐
☐	Screening/treatment of mechanical equipment	☐
☐	Provide a cross-section of the building showing any roof top mechanical units and their roof placement	☐
☐	Detailed elevation plans showing the materials to be used in construction of trash enclosures	☐

Lighting Plan

Applicant Use		Staff Use
☐	Exterior lighting including detained cut sheets and photometric plan (pedestrian, vehicle, security, decoration)	☐
☐	Types and wattage of all light fixtures *Note: The City encourages use of "dark sky" lighting fixtures*	☐
☐	Placement of all light fixtures shown on elevations and landscaping plans	☐

Roof Plans

Applicant Use		Staff Use
☐	Size and location of all roof top mechanical units	☐

Design Review Application

Applicant: N Star Farm, LLC & Waters Edge Farm, LLC Phone: c/o KM Engineering 208.639.6939

☒ Owner ☐ Representative Fax/Email: 208.639.6930

Applicant's Address: 6152 West Half Moon Lane

Eagle, ID Zip: 83616

Owner: same Phone:

Owner's Address: Email:

Zip:

Represented By: *(if different from above)* KM Engineering, LLP Phone: 208.639.6939

Address: 9233 West State Street Email: kgrabo@kmengllp.com

Boise, ID Zip: 83714

Address of Property: 2030 West Kuna Road

Kuna, ID Zip: 83634

Distance from Major Cross Street: generally located north of Kuna Road west of Ten Mile Road Street Name(s):

Please check the box that reflects the intent of the application

☐ **BUILDING DESIGN REVIEW**
☒ **SUBDIVISION / COMMON AREA LANDSCAPE**
☐ **DESIGN REVIEW MODIFICATION**
☐ **STAFF LEVEL APPLICATION**

This Design Review application is a request to construct, add or change the following: *(Briefly explain the nature of the request.)*

Common area landscaping for Madrone Heights Subdivision

1. Dimension of Property: +/- 39.4 acres
2. Current Land Use(s): ag
3. What are the land uses of the adjoining properties?
   - North: ag w/residence
   - South: ag across Kuna Road
   - East: ag w/residence
   - West: ag w/residence
4. Is the project intended to be phased, if so what is the phasing time period? yes
   Please explain: phasing will be market driven - see conceptual phasing plan for further details
5. The number and use(s) of all structures: few old buildings - all to be removed - current preliminary plat proposes 206 new single-family residences
6. Building heights: _____ Number of stories: _____

The height and width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use.

Note: The maximum building height for each zoning district is as follows:

L-O: 35'	C-2: 60'	CBD: 80'	M-2: 60'	P: 60'
C-1: 35'	C-3: 60'	M-1: 60'	M-3: 60'	

7. What is the percentage of building space on the lot when compared to the total lot area? _____
8. Exterior building materials & colors: *(Note: This section must be completed in compliance with the City of Kuna Ordinance No. 2007-21A (as amended); found online at (www.cityofkuna.com) under the City Code.*

	MATERIAL	COLOR
Roof:	_____ /	_____
Walls: (State percentage of wall coverage fro each type of building material below for each frontage wall) If there is not adequate space to identify the various building materials and applications, please list them on the attached sheet of this application. Please attach photos to support application types.		
% of Wood application:	_____ /	_____
% EIFS: *(Exterior Insulation Finish System)*	_____ /	_____
% Masonry:	_____ /	_____
% Face Block:	_____ /	_____
% Stucco:	_____ /	_____
& other material(s):	_____ /	_____
List all other materials:	_____	
Windows/Doors: *(Type of window frames & styles / doors & styles, material)*	_____ /	_____
Soffits and fascia material:	_____ /	_____
Trim, etc.:	_____ /	_____

Other: _____ / _____

9. Please identify Mechanical Units: _____
   Type/Height: _____
   Proposed Screening Method: _____
10. Please identify trash enclosure: *(size, location, screening & construction materials)* _____
11. Are there any irrigation ditches/canals on or adjacent to the property? yes
    If yes, what is the name of the irrigation or drainage provider? Indian Creek / Boise Project
12. Fencing: *(Please provide information about new fencing material as well as any exiting fencing material)*
    no existing fencing to remain
    Type: subdivision fencing type TBD - will meet City Codes
    Size: _____
    Location: _____
    (Please note that the City has height limitations of fencing material and requires a fence permit to be obtained prior to installation)
13. Proposed method of On-site Drainage Retention/Detention:
    to be determined with final design - preliminarily showing seepage beds
14. Percentage of Site Devoted to Building Coverage: _____
    % of Site Devoted to Landscaping: *(Including landscaped rights-of-way)* _____ Square Footage: _____
    % of Site that is Hard Surface: *(Paving, driveways, walkways, etc.)* _____ Square Footage: _____
    % of Site Devoted to other uses: _____
    Describe: _____
    % of landscaping within the parking lot (landscaped islands, etc.): _____
15. For details, please provide dimensions of landscaped areas within public rights-of-way:
16. Are there any existing trees of 4" or greater in caliper on the property? *(Please provide the information on the site plans.)*
    If yes, what type, size and the general location? *(The City's goal is to preserve existing tree with greater than a four inch (4") caliper whenever possible):*
    aged trees to be removed
17. Dock Loading Facilities:
    Number of docking facilities and their location: _____
    Method of screening: _____
18. Pedestrian Amenities: *(bike racks, receptacles, drinking fountains, benches, etc.)* public sidewalks along streets and pathways in common areas
19. Setbacks of the proposed building from property lines:

Front _____ -feet Rear _____ -feet Side _____ -feet Side _____ -feet

20. Parking requirements: _____

Total Number of Parking Spaces: _____ Width and Length of Spaces: _____

Total Number of Compact Spaces 8'x17'): _____

21. Is any portion of the property subject to flooding conditions? Yes _____ No x

IF THE PLANNING DIRECTOR OR DESIGNEE, THE DESIGN REVIEW BOARD AND/OR THE CITY COUNCIL DETERMINE THAT ADDITIONAL AND/OR REVISED INFORMATION IS NEEDED, AND/OR IF OTHER UNFORESEEN CIRCUMSTANCES ARISE, ANY DATES OUTLINED FOR PROCESSING MAY BE RECHEDULED BY THE CITY. APPLICANT/REPRESENTATIVE MUST ATTED THE DESIGN REVIEW BOARD MEETING/PLANNING AND ZONING MEETINGS.

The Ada County Highway District may also conduct public meetings regarding this application. IF you have questions about the meeting date or the traffic that this development may generate or the impact of that traffic on streets in the area, please contact the Ada County Highway District at 208.387.6170. In order to expedite you request, please have ready the file number indicated in this notice.

Signature of Applicant _____ Date 5-25-18

City staff comments:

_____

_____

Signature of receipt by City Staff _____ Date _____

FOR ADDITIONAL INFORMATION:

(Please list page number and item in reference)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

W. PENSTEMON ST.
W. CASCARA ST.
W. VIBURNUM ST.
W. TROUT LILY ST.
W. PARK ST.
KUNA ROAD
N. BEADLILY AVE.
N. TIDEBERRY AVE.
N. COLTSFOOT AVE.
N. MADRONE AVE.
N. MEADOWSWEET AVE.
N. CRANESBILL AVE.
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8
BLOCK 9
BLOCK 10
BLOCK 11
BLOCK 12
BLOCK 13

SCHEDULE

	148,023	LANDSCAPE BUFFERS AND OPEN SPACE
	206	BUILDABLE LOTS
	336	DECIDUOUS TREES VARIETY AND CLASS VARIES. SEE LANDSCAPE PLAN
	50	EVERGREEN TREES VARIETY VARIES. SEE LANDSCAPE PLAN

REQUIRED LANDSCAPE CALCULATIONS

REQUIREMENTS	CALCULATION	PROVIDED
1 TREE PER LOT	206 BUILDABLE LOTS = 206 TREES REQUIRED	206
1 TREE PER 1000 SF OF OPEN SPACE	2.4 ACRES = +/- 104390 SF/1000= 104 TREES	104
FRONTAGE LANDSCAPE REQUIREMENTS		
1 DECIDUOUS TREES PER 100 LF OF FRONTAGE	26 DECIDUOUS TREES REQUIRED	26
2 EVERGREEN TREES PER 100 LF OF FRONTAGE	50 EVERGREEN TREES REQUIRED	50
12 SHRUBS PER 100 LF OF FRONTAGE		
TOTALS	386 TREES REQUIRED	386

CONTACT INFORMATION

ENGINEERING CONSULTANT
KM ENGINEERING, LLP
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE: (208) 639-6939
FAX: (208) 639-6930
CONTACT: KEVIN P. MCCARTHY, P.E.
EMAIL: kevin@kmengllp.com

OWNER
NORTH STAR FARM, LLC &
WATERS EDGE FARM LLC
6152 WEST HALF MOON LANE
EAGLE, IDAHO 83616
CONTACT: TIM EOK

N

0 30 60 120 180
Plan Scale

PRELIMINARY NOT FOR CONSTRUCTION

MADRONE HEIGHTS SUBDIVISION
LANDSCAPE RENDERING
KUNA, IDAHO

REVISIONS

NO.	ITEM	DATE

km ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

STATE OF IDAHO
LICENSED LANDSCAPE ARCHITECT
LA-16527
5/25/18

DATE: 5/25/18
PROJECT: 17-054
SHEET NO.
PPL2.0

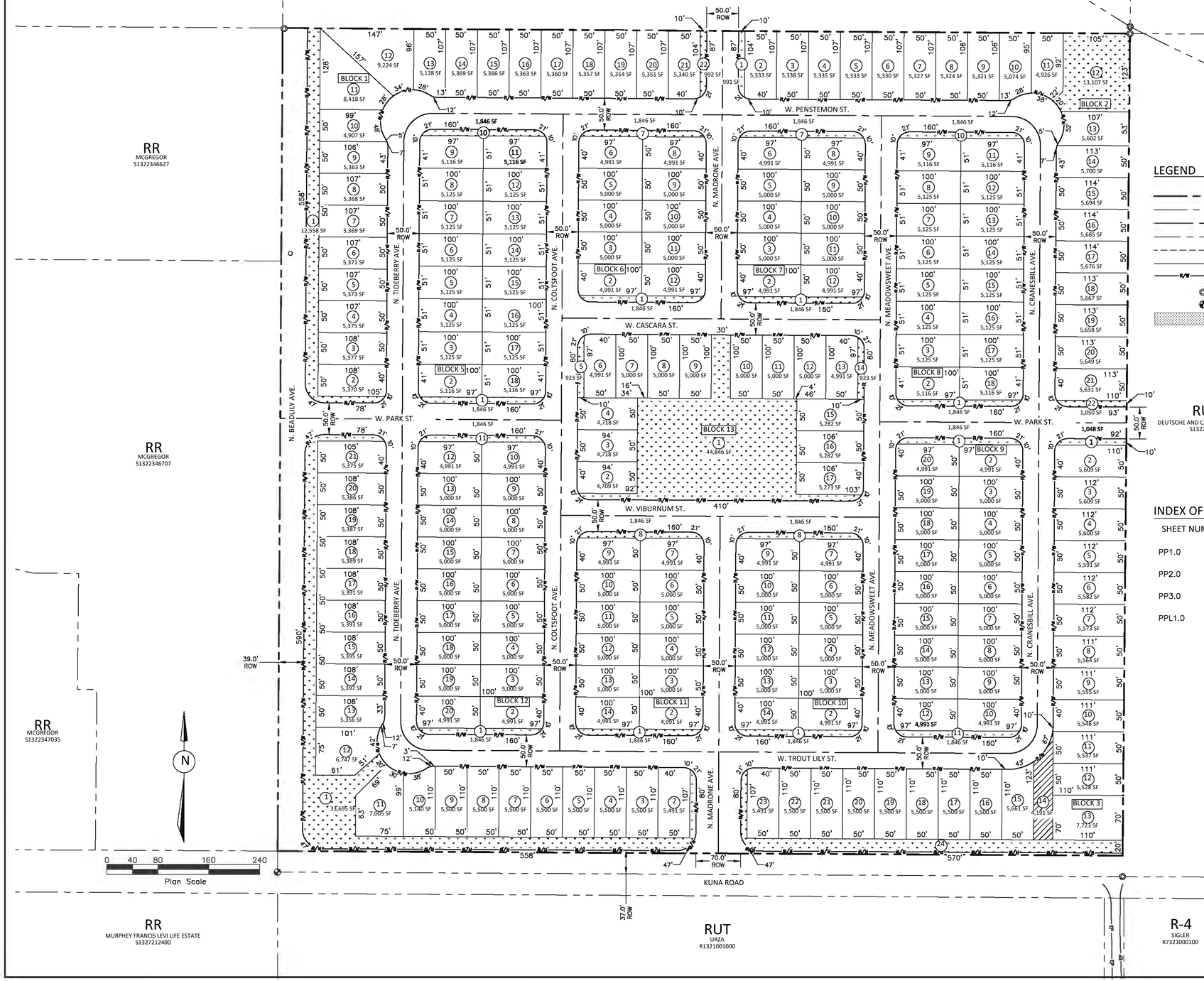
PRELIMINARY - NOT FOR CONSTRUCTION

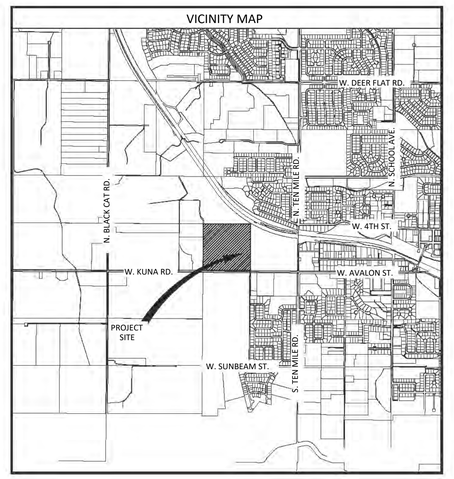
P:\17-054\CAD\PLAT\PRELIMINARY\17-054 PREPLAT LANDSCAPE RENDERED.DWG, ALYSSA YENSEN, 5/25/2018, DWG TO PDF.PC3, ----

PRELIMINARY PLAT SHOWING
MADRONE HEIGHTS SUBDIVISION

MAY 2018

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
KUNA, IDAHO





LEGEND

- BOUNDARY LINE
- OFFSITE BOUNDARY LINE
- ROAD CENTERLINE
- SECTION LINE
- EASEMENT LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- FOUND 5/8 INCH REBAR
- BRASS CAP
- COMMON OPEN SPACE

PRELIMINARY PLAT DATA

SITE DATA	
TOTAL AREA OF SITE	39.39± ACRES
CURRENT SITE ZONING	R-6
OVERALL OPEN SPACE AREA	3.4± ACRES
PERCENT OPEN SPACE	8.6%
TOTAL NUMBER OF LOTS	234
NUMBER OF BUILDABLE LOTS	206
NUMBER OF COMMON LOTS	27
SHARED DRIVEWAY LOTS	1
DWELLING UNITS PER GROSS ACRE	5.2

R-6 DIMENSIONAL STANDARDS (NO CHANGES PROPOSED)

MINIMUM SQUARE FOOTAGE	4,500 SF
MINIMUM FRONTAGE	45'
FRONT SETBACK	20'
REAR SETBACK	15'
INTERIOR SIDE SETBACK	5'
STREET SIDE SETBACK	
LOCAL	20'
MAXIMUM BUILDING HEIGHT	35'

UTILITIES	
WATER:	CITY OF KUNA
SEWER:	CITY OF KUNA
POWER:	IDAHO POWER
NATURAL GAS:	INTERMOUNTAIN GAS CO.
TELEPHONE:	CENTURY LINK
IRRIGATION:	BOISE-KUNA IRRIGATION DISTRICT/CITY OF KUNA PI
PRESSURIZED IRRIGATION:	CITY OF KUNA (KMID)
FIRE PROTECTION:	KUNA RURAL FIRE DISTRICT
POLICE PROTECTION:	KUNA POLICE (ADA COUNTY SHERIFF)
SANITATION:	J&M SANITATION
SCHOOL DISTRICT:	KUNA SCHOOL DISTRICT

INDEX OF DRAWINGS

SHEET NUMBER	SHEET TITLE
PP1.0	COVER SHEET
PP2.0	EXISTING CONDITIONS
PP3.0	ENGINEERING
PPL1.0	LANDSCAPE COVER SHEET

SURVEY CONTROL NOTES

1. ALL SURVEY DATA IS BASED ON THE US GOVERNMENT HORIZONTAL (NAD83 ADJUSTED TO THE ADA COUNTY H.A.R.N. SURVEY) AND VERTICAL (NAVD 88) BENCHMARK DATUM.

NOTES

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF KUNA STANDARDS AND SPECIFICATIONS AND THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION).
2. ALL EASEMENTS AND BUILDING SETBACKS SHALL CONFORM TO THE CITY OF KUNA ZONING ORDINANCE.
3. INTERNAL LOT LINES ARE CONCEPTUAL AND MAY CHANGE DURING FINAL PLATTING.
4. STREET NAMES AS SHOWN ARE TEMPORARY AND SHALL BE NAMED ACCORDING TO CITY OF KUNA ZONING ORDINANCE PRIOR TO RECORDING OF FINAL PLAT.

CONTACT INFORMATION

ENGINEERING CONSULTANT

KM ENGINEERING, LLP
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE: (208) 639-6939
FAX: (208) 639-6930
CONTACT: KEVIN P. MCCARTHY, P.E.
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OWNER

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6152 WEST HALF MOON LANE
EAGLE, IDAHO 83616
CONTACT: TIM ECK

PRELIMINARY NOT FOR CONSTRUCTION

MADRONE HEIGHTS SUBDIVISION
COVER SHEET
KUNA, IDAHO

REVISIONS

NO.	ITEM	DATE

km ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
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PROFESSIONAL ENGINEER
REGISTERED
10821
5/25/2018
STATE OF IDAHO
KEVIN P. MCCARTHY

DATE: 5/25/18
PROJECT: 17-054
SHEET NO. PP1.0

PRELIMINARY - NOT FOR CONSTRUCTION

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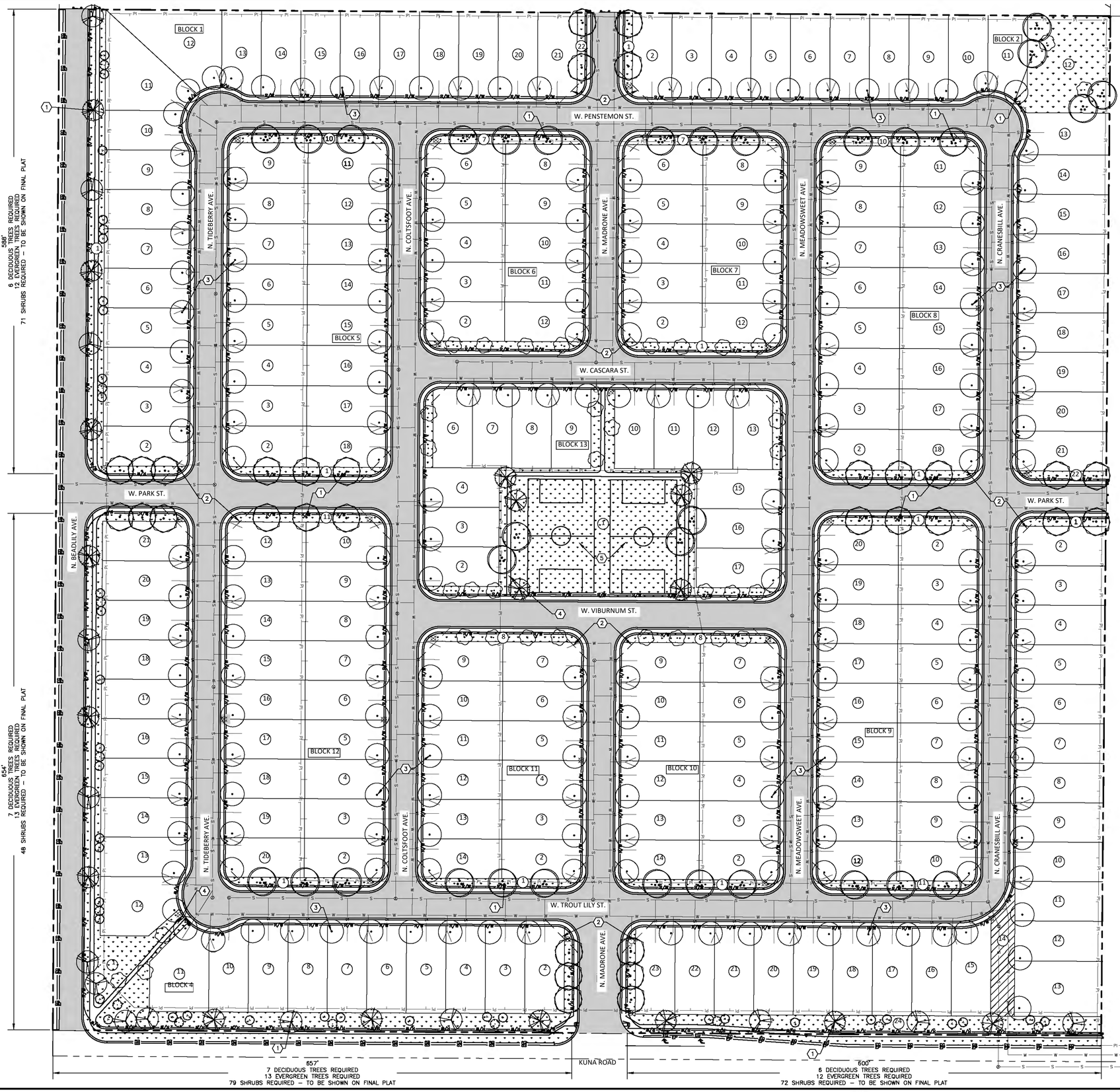

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	SIZE	MATURE HXW	CLASS
	18	ACER PLATANOIDES `CRIMSON KING` CRIMSON KING MAPLE	2" CAL. B&B	35'X30'	CLASS II
	32	FRAXINUS AMERICANA `AUTUMN PURPLE` AUTUMN PURPLE ASH	2" CAL. B&B	45'X45'	CLASS II
	14	GLEDITSIA TRIACANTHOS `SKYLINE` SKYLINE HONEY LOCUST	2" CAL. B&B	35'X30'	CLASS II
	32	LIQUIDAMBAR STYRACIFLUA `MORAINE` MORAINE SWEET GUM	2" CAL. B&B	55'X45'	CLASS II
	34	PYRUS CALLERYANA `GLEN'S FORM` TM CHANTICLEER FLOWING PEAR	2" CAL. B&B	35'X20'	CLASS I

EVERGREEN TREES	QTY	BOTANICAL NAME	SIZE	MATURE HXW	CLASS
	37	PICEA PUNGENS `HOOPSII` HOOPSI BLUE SPRUCE	6'-8' B&B	35'X15'	
	13	PINUS FLEXILIS `VANDERWOLF'S PYRAMID` VANDERWOLF'S PYRAMID PINE	10'-12' B&B	25'X15'	

OTHER SYMBOLS	QTY	BOTANICAL NAME	SIZE	MATURE HXW	CLASS
	206	INDIVIDUAL LOT TREE SCHEMATIC LOCATION PER KUNA CITY CODE 6-4-2V INSTALL ONE TREE PER LOT. INDIVIDUAL LOT TREES SHALL BE INSTALLED BY THE INDIVIDUAL HOME BUILDER IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT. THESE TREES ARE NOT THE RESPONSIBILITY OF THE DEVELOPER.	2" CAL. B&B		CLASS II

GROUND COVERS	QTY	BOTANICAL NAME	CONT.
	154,043 SF	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD

GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1.800.342.1585. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
2. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN.
3. ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH ORGANIC MULCH, SUCH AS BARK, SOIL AID, PERMABARK, OR SIMILAR PRODUCTS. USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING ARES IS PROHIBITED. IF ROCK MULCH IS USED, INSTALL A PERMEABLE FABRIC WEED BARRIER UNDER ROCK MULCH. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
4. FENCING WITHIN SUBDIVISION, ALONG SIDE AND REAR LOT LINES SHALL BE INSTALLED BY BUILDER/HOMEOWNER IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT AND SHALL COMPLY WITH THE STANDARDS ESTABLISHED IN THE SUBDIVISION'S CC&RS.
5. REQUIRED SUBDIVISION LOT TREES SHALL BE INSTALLED BY THE BUILDER/ HOMEOWNER IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT.
6. INSTALL 3' RING WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS
7. TREES SHALL NOT BE PLANTED WITHIN THE 10' CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
8. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.

GENERAL IRRIGATION NOTES

1. ALL PLANT MATERIALS TO BE WATERED BY THE DEVELOPMENT OR SUBDIVISION PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF COMMON AREAS SHALL BE VIA THE SUBDIVISION'S PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF INDIVIDUAL LOTS AND LANDSCAPING ALONG THE FRONTAGE OF PRIVATE LOTS SHALL BE VIA METERED, POTABLE WATER AND THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
2. COVERAGE; THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
3. MATCHED PRECIPITATION RATES: SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
4. IRRIGATION DISTRICTS: SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
5. OVERSPRAY: SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

KEY NOTES

1. INSTALL 3' TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
2. 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
3. SCHEMATIC LOCATION OF INDIVIDUAL LOT TREES. SEE SYMBOL LEGEND. TREES TO BE PLANTED IN CONJUNCTION WITH INDIVIDUAL LOT LANDSCAPING BY THE HOME BUILDING AND IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT. THESE TREES ARE NOT THE RESPONSIBILITY OF THE DEVELOPER.
4. PEDESTRIAN PATHWAY
5. SCHEMATIC SOCCER FIELDS

REQUIRED LANDSCAPE CALCULATIONS

REQUIREMENTS	CALCULATION	PROVIDED
LOT REQUIREMENTS 1 TREE PER LOT	206 BUILDABLE LOTS = 206 TREES REQUIRED	206
1 TREE PER 1000 SF OF OPEN SPACE	2.4 ACRES = +/– 104390 SF/1000= 104 TREES	104
FRONTAGE LANDSCAPE REQUIREMENTS 1 DECIDUOUS TREES PER 100 LF OF FRONTAGE 2 EVERGREEN TREES PER 100 LF OF FRONTAGE 12 SHRUBS PER 100 LF OF FRONTAGE	26 DECIDUOUS TREES REQUIRED 50 EVERGREEN TREES REQUIRED	26 50
TOTALS	385 TREES REQUIRED	385

CONTACT INFORMATION

ENGINEERING CONSULTANT
KM ENGINEERING, LLP
9233 WEST STATE STREET
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CONTACT: KEVIN P. MCCARTHY, P.E.
EMAIL: kevin@kmengllp.com

OWNER
NORTH STAR FARM, LLC &
WATERS EDGE FARM LLC
6152 WEST HALF MOON LANE
EAGLE, IDAHO 83616
CONTACT: TIM ECK

N

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Plan Scale

PRELIMINARY NOT FOR CONSTRUCTION

MADRONE HEIGHTS SUBDIVISION
LANDSCAPE COVER SHEET
KUNA, IDAHO

REVISIONS

NO.	ITEM	DATE

km ENGINEERING
9233 WEST STATE STREET
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FAX (208) 639-6930

STATE OF IDAHO
LA-16577
5/25/18
LICENSED LANDSCAPE ARCHITECT

DATE: 5/25/18
PROJECT: 17-054
SHEET NO.
PPL1.0

PRELIMINARY - NOT FOR CONSTRUCTION

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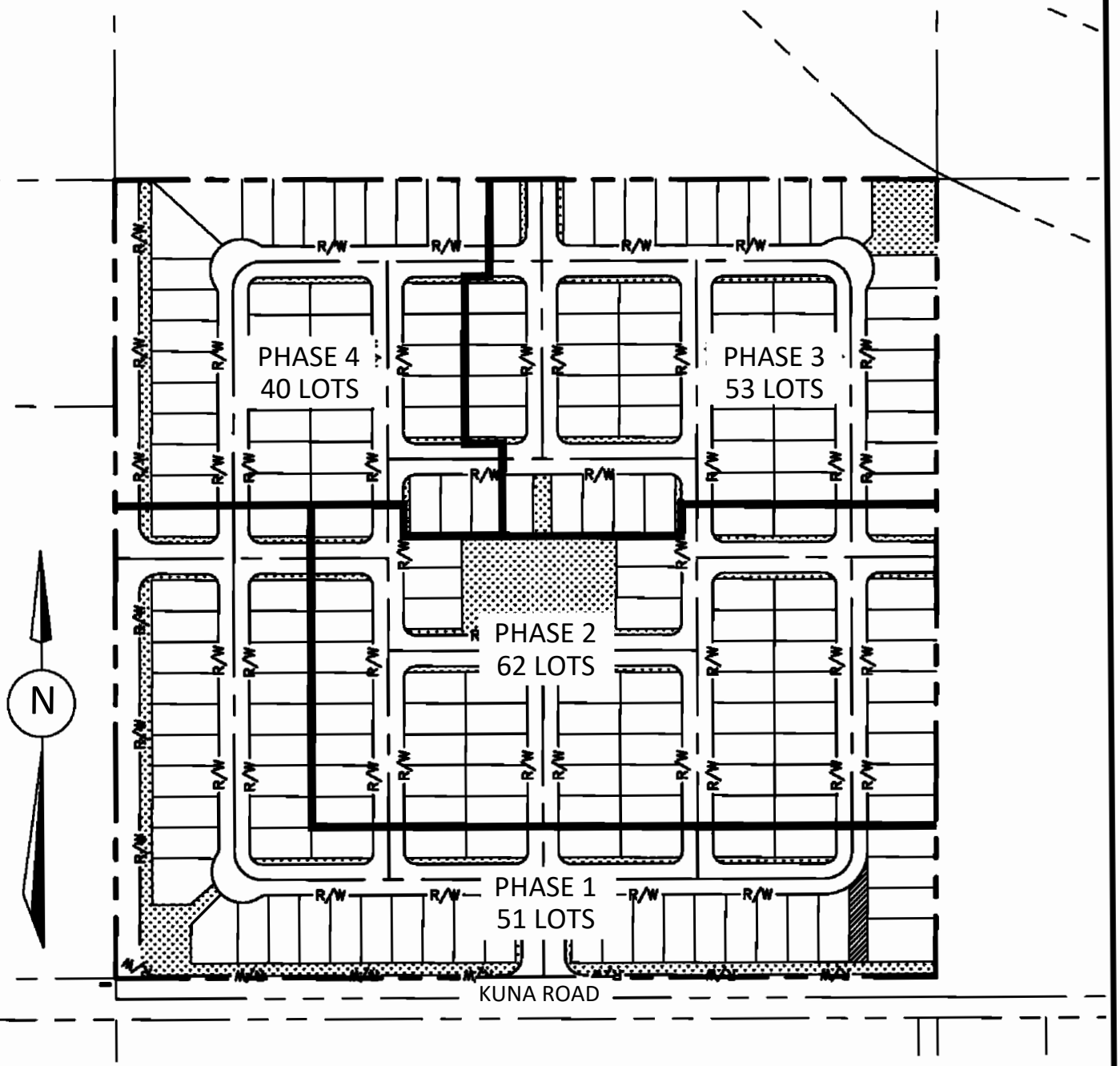

km
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Plan Scale

MADRONE HEIGHTS SUBDIVISION
KUNA, IDAHO

DATE: 04/25/18
PROJECT: 17-054
SHEET: 1 OF 1

CONCEPTUAL PHASING PLAN
SUBJECT TO CHANGE

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CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.KunaID.gov

MICHAEL L. BORZICK
GIS MAPPING

Telephone (208) 208-287-1726; Fax (208) 287-1731
Email: mborzick@kunaID.gov

MEMORANDUM

TO: Director of Kuna Planning and Zoning

FROM: Bob Bachman ~ Public Works Director
Paul Stevens ~ City Engineer
Michael L. Borzick ~ GIS Manager/Plan Review

RE: The Urza 40 Subdivision

DATE: January 4, 2018

We have reviewed the request of the above applicant. It is noted that specific development plans are not provided except those implied as allowed or permitted in a residential subdivision. Our recommendation is to proceed with this Project and address any issues and conditions raised below in connection with this application during plan review. Accordingly, we have provided the following comments:

1. **Sanitary Sewer Needs**
   a) The City requires connection to all city utilities.
   b) Wastewater from the applicant's property will be treated at the South Treatment Plant, which has sufficient capacity to serve this site at this time. The nearest point of connection for the Urza Subdivision property is located ½ mile to the East of said property within a 15" sewer main that discharges into the Ten Mile Lift Station. When connecting to the sewer system, the applicant shall abide by all relevant inspection, sewer reimbursement policies and agreements and all relevant connection fees. One (1) unit is responsible for one (1) sewer connection fee. 90 units – 90 connection fees.
   c) The Ten Mile Lift Station is "over-committed" for future sewer connections. At this time, the City opines that this project ***will*** over-burden the Lift Station and there may be a delay in the connections to the City sewer while we are working on a solution.
   d) Applicant must conform to City of Kuna Sewer Master Plan.
   e) For assistance in locating existing facilities and understanding issues associated with connection, please contact the GIS Manager at 208-287-1726.

2. Potable Water Needs

a) The applicant's property is currently vacant and it is required that the applicant connect to City facilities at the commencement of development even though water is greater than 300' away.
b) The nearest point of connection for this property is in a 12-inch water main 1/4 mile to the east of said property. When connecting to the water system, the applicant will need to abide by any relevant water reimbursement policies and agreements and any relevant connection fees.
c) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
d) Applicant must conform to City of Kuna Water Master Plan.
e) For assistance in locating existing facilities, please contact the GIS Manager at 208-287-1726.

3. Pressure and Gravity Irrigation

a) There is no pressurized irrigation available to this property however the applicant would be responsible for the "to and through" policy and must conform to City of Kuna Irrigation Master Plan which entails extending a 12" PI main along the section line road of Avalon St and along the mid mile alignment on the western boundary.
b) Provide adequate request(s) and legal descriptions for annexing and pooling the irrigation water in a phased approach.
c) For assistance in locating existing facilities, please contact the GIS Manager at 208-287-1726.

4. Grading and Storm Drainage

The following is not required for an Annexation or a Re-zone but will be required when alteration of surface features is proposed (such as grading or paving) in connection with future land use applications:

a) Please 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) Please provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Please provide detail drawings of drainage facilities for review. The city relies on the ACHD Storm water policy as guidance for design.
c) Any increase in quantity or rate of runoff or decrease in quality of runoff from the site compared to historical conditions must be detained, treated and released at rates no greater than historical amounts.
d) If offsite disposal of storm water in excess of historical rates or conditions is proposed, or disposed at locations different than provided historically, the approval of the affected entities is required.

5. General

a) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
b) What is the intent for the existing buildings, well(s) and septic tank(s)
c) State the vertical datum used for elevations on all drawings.
d) Provide engineering certification on all final engineering drawings.

e) Inspection Fees

An inspection fee will be required for City inspection of the construction of any **public** water, sewer and irrigation facility 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.

f) Right-of-Way

The following conditions are related to these classified streets and future quarter line classified streets and apply at the time of additional development:

a) It is recommended new and existing approaches onto the classified streets comply with ACHD approach policies.
b) It is recommended that sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided at the time of land-use change or re-development.

g) 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.

h) Property Description

a) The applicant provided a metes and bounds property description of the subject parcel.

i) Recommendation

Public Works recommends this property be zoned no more than R-4 or less due to the real capacity issues at the Ten Mile Lift Station. We are working on several solutions to increase the capacity issues within the Ten Mile LS, however these solutions can only be slowly implemented due to budget restraints/cycles and one of the "easiest" options may require putting an older outdated force main into service which is not recommended by staff because of the issues that are associated with that force main.

We look forward to working with you on this project. If we may be of further assistance, feel free to contact me at 208-287-1726.

Sincerely,

Michael L Borzick

Michael L Borzick
GIS Manager

Development Services Department

Project/File: **Madrone Heights/ KPP18-0008/ 18-02-S**
This is a preliminary plat application to allow for the development of 206 single family building lots and 27 common lots on approximately 39 acres.

Lead Agency: City of Kuna

Site address: 2030 W. Kuna Road

Staff Approval: September 6, 2018

Applicant: Tim Eck
Star Farm, LLC
6152 W. Half Moon Lane
Eagle, ID 83616

Representative: Kirsti Grabo
KM Engineering
9233 W. State Street
Boise, ID 83714

Staff Contact: Mindy Wallace, AICP
Phone: 387-6178
E-mail: mwallace@achdidaho.org

A. Findings of Fact

1. **Description of Application:** This is a preliminary plat application to allow for the development of 206 single family building lots and 27 common lots on approximately 39 acres.

   The applicant's proposal is consistent with the R-6 residential zoning of the site.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Agricultural	A
South	Rural urban transitional	RUT
East	Rural urban transitional	RUT
West	Rural residential	RR

3. **Site History:** ACHD has not previously reviewed this site for a development application.

4. **Transit:** Transit services are not available to serve this site.

5. **New Center Lane Miles:** The proposed development includes 0.8 centerline miles of new public road.

6. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.

7. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

   There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District's Capital Improvement Plan (CIP).

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 2,013 vehicle trips per day; 202 additional vehicle trips per hour in the PM peak hour, based on the traffic impact study.

2. **Traffic Impact Study**

   Kittelson & Associates prepared a traffic impact study for the proposed Madrone Heights Subdivision. The executive summary of the findings **as** presented by Consulting Firm can be found as attachment 3. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices, and may have additional requirements beyond what is noted in the summary.

   Staff Comments/Recommendations: The traffic study notes that all study intersections and roadway segments will operate at an acceptable level of service under existing conditions and under total traffic conditions in 2022.

   The traffic impact study recommends a posted speed reduction for Kuna Road between Yankee Rock Avenue and Black Cat Road as a potential mitigation alternative to constructing right turn lanes on Kuna Road at Black Cat Road and at the south site access (Madrone Avenue).

   ACHD collected radar speed data for this segment on August 9, 2018 and found that the existing 85th percentile speed is 56 mph. The construction of the proposed development is not likely to decrease vehicle speeds enough to warrant a reduction of the posted speed limit to 35 or 40 mph, as recommend in the study. Additional development may lead to reduced speeds and an extension to the west of the 35 mph speed zone that currently begins at Yankee Rock Avenue, but right turn lanes will be warranted due to an increase in volume on Kuna Road associated with the additional development. Therefore, staff recommends the construction of a westbound right turn at the Kuna Road/Black Cat Road intersection and the construction of a right turn lane on Kuna Road at Madrone Avenue.

   The turn lane analysis worksheets show that that the warrant is met for an eastbound left-turn lane under total traffic conditions in 2022 in the PM Peak hour at the South Access (Madrone Avenue) and Kuna Road intersection, however, the TIS states that the left-turn warrant is not met for either peak hour. Based on staff's evaluation, an eastbound left turn lane is warranted at this location.

   The TIS also lists potential four-way stop control at the intersection of Kuna Road and Black Cat Road as a potential mitigation alternative to constructing a westbound right turn lane at the intersection. The existing crash data and anticipated future volumes at the intersection do not meet warrants for four-way stop control.

3. 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
Kuna Road	1,320-feet	Minor Arterial	291	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

4. Average Daily Traffic Count (VDT)
Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Kuna Road west of Ten Mile Road was 5,240 on 3/21/2018.

C. Findings for Consideration

1. Kuna Road

a. Existing Conditions: Kuna Road is improved with 2-travel lanes, and no curb, gutter or sidewalk abutting the site. There is 66-feet of right-of-way for Kuna Road (33-feet from centerline).

b. Policy:
Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

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 Arterial Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

c. Applicant Proposal: The applicant has proposed to dedicate right-of-way to total 37-feet from the centerline of Kuna Road abutting the site. The applicant has proposed to widen the pavement on Kuna Road to 17-feet from centerline with 3-foot wide gravel shoulders and 5-foot wide detached concrete sidewalks.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed. The applicant should be required to provide a permanent right-of-way easement for detached sidewalk located outside of the dedicated right-of-way.

No compensation will be provided for right-of-way on Kuna Road, as the roadway is not listed as impact fee eligible in the Capital Improvements Plan.

As recommended in the traffic impact study, construct a dedicated right turn lane and a center left turn lane on Kuna Road at the Madrone Avenue intersection when Madrone Avenue is constructed.

2. Mid-Mile Collector

a. Existing Conditions: There are no mid-mile collector roadways adjacent to or within the site.

b. Policy:

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and

taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should be located at the half mile between Black Cat and Ten Mile Roads and should extend from Kuna Road north stubbing to the north property line. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 36-lane roadway with bike lanes, a 36-foot street section within 54-feet of right-of-way.

c. Applicant Proposal: The applicant has proposed to construct ½ of a mid-mile collector, Beadlily Avenue, abutting the site's west property line. The roadway is proposed to be constructed as a ½ of a 36-foot collector roadway, plus 12-additional feet of pavement to total 30-feet, with vertical curb, gutter, an 8-foot wide planter strip, and 5-foot wide detached concrete sidewalks abutting the site with a gravel shoulder and barrow ditch on the west side of the roadway.

These improvements are proposed to be constructed within 38-feet of right-of-way, with the planter strip and detached sidewalk located outside of the right-of-way in an easement.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed. If the sidewalks are detached then the right-of-way may extend from the barrow ditch to 2-feet behind the back of curb on the south side of the roadway. Provide a permanent right-of-way easement for detached sidewalks located outside of the dedicated right-of-way.

The construction of Beadlily Avenue north of Park Street will be evaluated with the final plat necessitating the improvements. If neighboring parcels have developed, or will likely develop, then the road should be constructed to the north property line, as proposed. If development hasn't occurred then Staff recommends that the right-of-way for Beadlily Avenue extend to the site's north property line, but that the improvements terminate at the Park Street intersection and that the applicant provide a road trust deposit for the future construction of the roadway.

The applicant should be required to install a sign at the terminus of Beadlily Avenue Street which states that, *"THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."*

If Beadliliy Avenue is constructed to the north property line, staff recommends that lieu of constructing a temporary turnaround at the terminus of the Beadlily Avenue, that a barricade be installed on the north side of Park Street with a sign that states that, *"THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND*

WIDENDED IN THE FUTURE.". Staff's recommendation is due to the fact that Beadlily is a collector roadway with no front-on housing and no direct lot access, there will be fencing and a 20-foot wide landscape buffer between the roadway and the building lots, and because there is no direct lot access emergency services will not need to turnaround at the terminus of the stub street, as the homes will be access from local streets within the development.

3. Internal Local Street

a. Existing Conditions: There are no local streets within the site.

b. Policy:

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.
For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

c. Applicant's Proposal: The applicant has proposed to construct the internal local streets as 36-foot wide street sections with rolled curb, gutter, and 5-foot wide attached concrete sidewalks within 50-feet of right-of-way.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed.

4. Roadway Offsets

a. Existing Conditions: There are no roadways within the site.

b. Policy:

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Collector Offset Policy: District policy 7205.4.2 states that the optimum spacing for new signalized collector roadways intersecting minor arterials is one half-mile.

Local Offset Policy: District policy 7206.4.5, requires local roadways to align or offset a minimum of 330-feet from a collector roadway (measured centerline to centerline).

District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

c. Applicant's Proposal: The applicant has proposed to construct 2 roadways to intersect Kuna Road. Madrone Avenue, located approximately 640-feet west of the east property line and Beadlily Avenue, located at the half mile between Ten Mile and Black Cat Roads.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy is consistent with the MSM and should be approved, as proposed.

5. Stub Streets

a. Existing Conditions: There are no stub streets to or from the site.

b. Policy:

Stub Street Policy: District policies 7206.2.4 and 7207.2.4 state that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7206.2.5.4 and 7207.2.5.4, except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." or "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policies 7206.2.4 and 7207.2.4 requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. Applicant Proposal: The applicant has proposed to construct 1 stub street to the north, Madrone Avenue, located approximately 640-feet west of the east property line.

The applicant has proposed to construct 1 stub street to the east, Park Street, located approximately 670-feet north of the south property line.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed. The applicant should be required to install a sign at the terminus of each stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

6. 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.

7. 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.

8. Other Access

Kuna Road is classified as a minor arterial roadway. Beadlily Avenue is classified as a collector roadway. Direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Construct a westbound right turn on Kuna Road at the Kuna Road/Black Cat Road intersection.

2. Dedicate right-of-way to total 37-feet from the centerline of Kuna Road abutting the site. No compensation will be provided for right-of-way dedication.

3. Widen the pavement on Kuna Road to 17-feet from centerline with 3-foot wide gravel shoulders and 5-foot wide detached concrete sidewalks, as proposed. Provide a permanent right-of-way easement for detached sidewalk located outside of the dedicated right-of-way.

4. Construct a dedicated right turn lane and a center left turn lane on Kuna Road at the Madrone Avenue intersection when Madrone Avenue is constructed.

5. Construct Beadlily Avenue to intersect Kuna Road at the half mile between Black Cat and Ten Mile Road, as proposed.

6. Construct Beadlily Avenue as a ½ of a 36-foot collector roadway, plus 12-additional feet of pavement to total 30-feet, with vertical curb, gutter, an 8-foot wide planter strip, and 5-foot wide detached concrete sidewalks abutting the site with a gravel shoulder and barrow ditch on the west side of the roadway, as proposed. The right-of-way shall extend a minimum of 2-feet behind the back curb and encompass the barrow ditch. Provide a permanent right-of-way easement for detached sidewalk located outside of the dedicated right-of-way.

7. The construction of Beadlily Avenue north of Park Street will be evaluated with the final plat necessitating the improvements. If Beadlily isn't constructed north of Park Street, then right-of-way dedication and a road trust deposit for that segment of the roadway will be required.

8. Install a sign at the terminus of Beadlily Avenue Street which states that, *"THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."*

9. If Beadliliy Avenue is constructed to the north property line, install a barricade on the north side of Park Street with a sign that states that, *"THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."*

10. Construct Madrone Avenue to intersect Kuna Road, located 640-feet west of the east property line, as proposed.

11. Construct the internal local streets as 36-foot wide street sections with rolled curb, gutter, and 5-foot wide attached concrete sidewalks within 50-feet of right-of-way.

12. Construct 1 stub street to the north, Madrone Avenue, located 640-feet west of the east property line, as proposed. Install a sign at the terminus the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

13. Construct 1 stub street to the east, Park Street, located 670-feet north of the south property line. Install a sign at the terminus of the street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

14. Other than the access specifically approved with this application, direct lot access is prohibited to Kuna Road and Beadlily Avenue and shall be noted on the final plat.

15. Payment of impact fees is due prior to issuance of a building permit.

16. 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

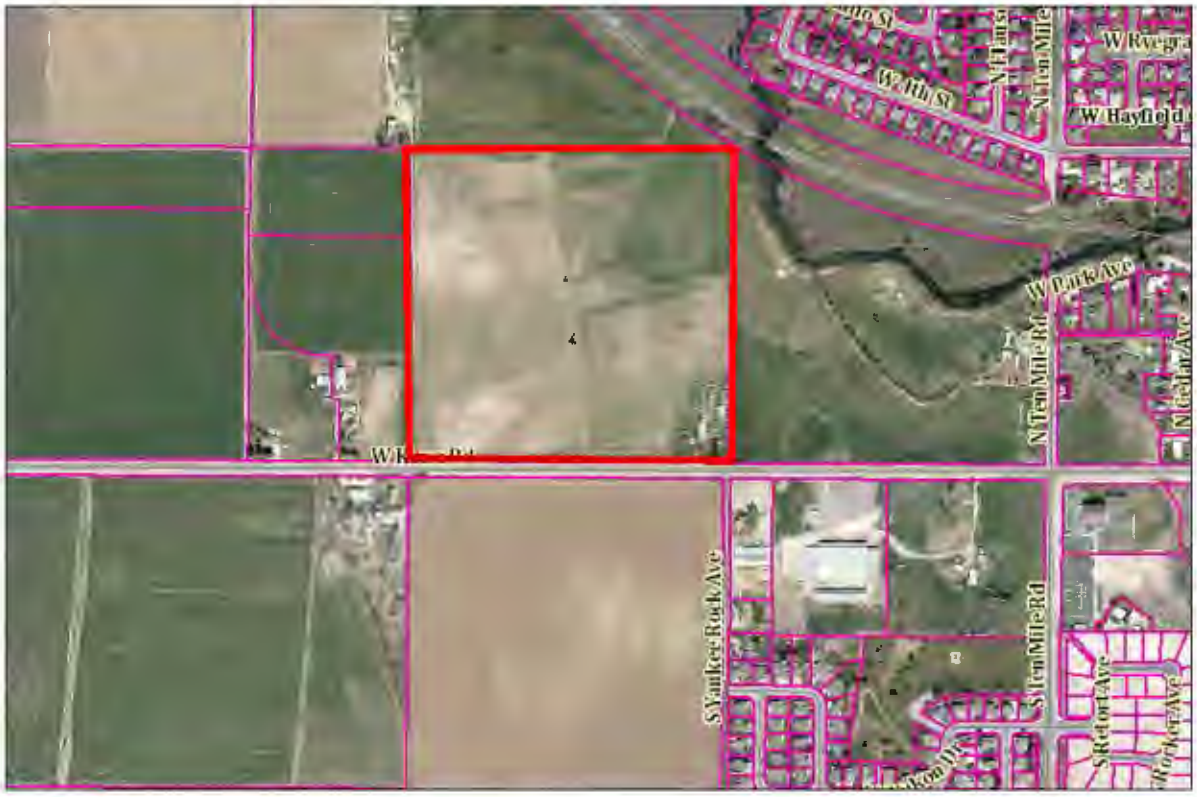
1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

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.

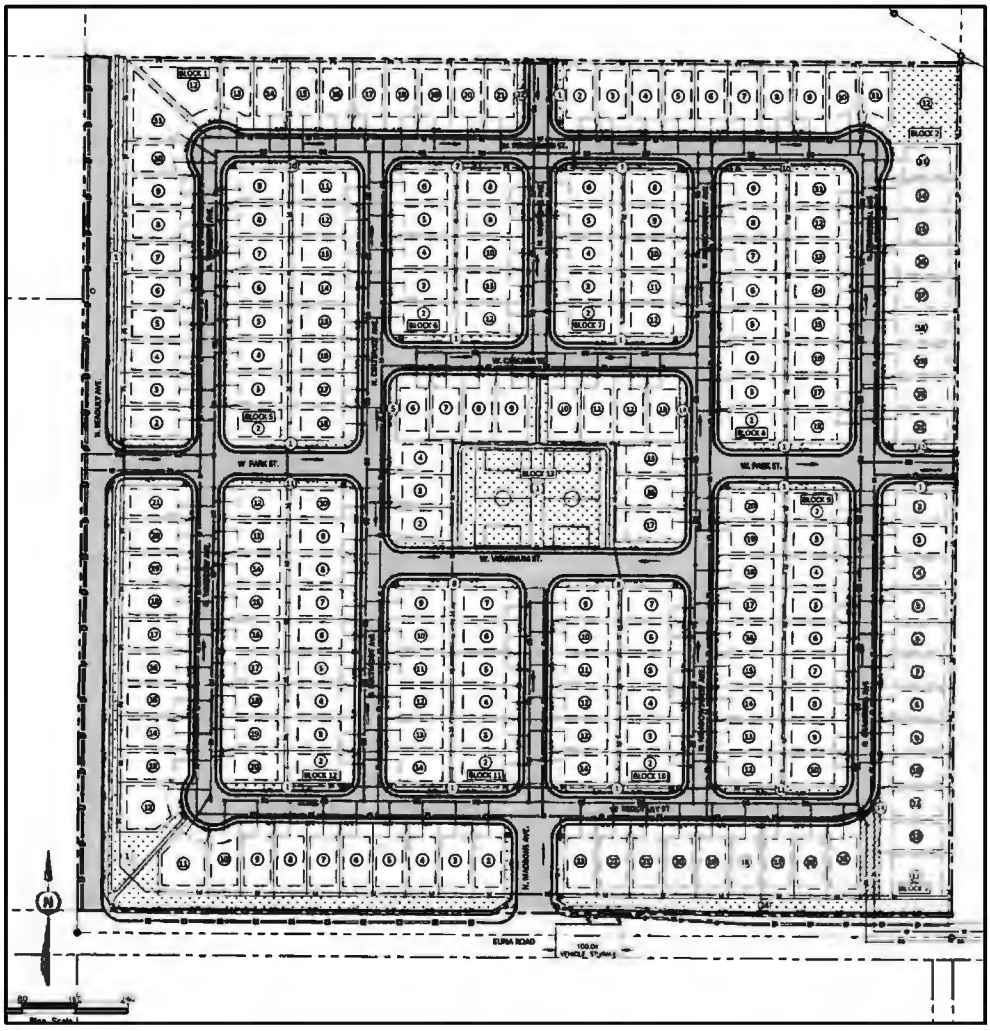
G. Attachments

1. Vicinity Map
2. Site Plan
3. Traffic Study - Summary
4. Utility Coordinating Council
5. Development Process Checklist
6. Request for Reconsideration Guidelines

VICINITY MAP



SITE PLAN



EXECUTIVE SUMMARY

N Star Farms, LLC is in the process of entitling the Madrone Heights Property, previously known as the Urza Farms Property. The entitlement includes the plan for 205 single-family detached housing unit, situated on approximately 39 acres of land in Kuna, Idaho. The property is located on the east side of the proposed mid-mile collector street between Black Cat Road and Ten Mile Road with Kuna Road serving as its southern boundary.

The parcels of land included in the property's site are identified as Rural Urban Transition (RUT) by the City of Kuna's *City Zoning Map*. The parcels in the immediate vicinity of the site are also zoned as RUT, as well as Agriculture (A), Rural Residential (RR) and Low Density Residential (R4) by the City of Kuna. The land has recently been annexed by the City of Kuna and rezoned to Medium Density Residential (R8).

Access to the Madrone Heights Property is proposed via one new mid-mile collector street on the north side of Kuna Road between Black Cat Road and Ten Mile Road, as well as a new local street connection to Kuna Road, approximately 2,640 feet west of Ten Mile Road and 700 feet east of the new collector. The new collector street is identified on the ACHD Master Street Map. Additionally, the preliminary site plan proposes two stub street connections, one to the east and one to north for potential connections to future developments. The timeframe for the development of parcels bordering the site is unknown, however, development is not anticipated to occur until after full build-out of the Madrone Heights Property.

Currently, the proposed site is undeveloped, but consists of one single-family home which would be removed if the site is built-out. The build-out of the site would be completed in four phases, with a projected full build-out in year 2022. This TIS addresses the existing (2018) and background (2022) traffic conditions, as well as the property's impact in the build-out year 2022. Lastly, the TIS provides the approximate number of homes that can be built before proposed mitigations are necessary at any impacted study intersection, roadway and/or driveway.

FINDINGS

Existing Conditions

- The study evaluated the off-site intersection at Black Cat Road & Kuna Road during the a.m. and p.m. peak period of a typical weekday (Tuesday – Thursday).
- The study intersection was found to operate at acceptable operating standards during the existing weekday a.m. and p.m. peak hours.
- The ACHD study roadway segment of Kuna Road between Ten Mile Road and Black Cat Road operates at an acceptable level of service.

- Crash data at the study intersection for the most recent five years (2012-2016) was analyzed for any existing crash trends, below are the findings:
    - The Black Cat Road & Kuna Road intersection averaged 1.6 reported crashes per year, with 75% of crashes involving a turning vehicle onto or from Kuna Road.
    - There were eight reported crashes on the Kuna Road between Black Cat Road and Ten Mile Road. Seven of the crashes involved a single vehicle leaving the roadway.

Year 2022 Background Traffic Conditions

- Year 2022 background traffic volumes were forecasted using a 3% annual growth rate. There were no identified in-process developments within the vicinity of the site that were included in the analysis.
- Year 2022 background traffic analysis (without inclusion of site-generated traffic) found that the study intersection is expected to continue to operate at acceptable operating standards during the weekday a.m. and p.m. peak hours.
- The ACHD study roadway segment of Kuna Road between Ten Mile Road and Black Cat Road is projected to continue operating at acceptable levels of service.

Trip Generation and Distribution

- The *ITE Trip Generation Manual, 10th Edition* was used to estimate the trip generation for the proposed Madrone Heights Property.
- The proposed Madrone Heights Property, with 205 single-family homes in the build-out year of 2022, is estimated to generate a total of 2,013 daily net new trips, 150 weekday a.m. peak hour net new trips (38 inbound / 112 outbound) and 202 weekday p.m. peak hour net new trips (127 inbound / 75 outbound).
- The distribution pattern for site-generated trips was developed by evaluating existing traffic patterns and major trip origins and destinations within the study area, as well as a select zone analysis from COMPASS' regional travel demand model.

Year 2022 Total Traffic Conditions

- Year 2022 total traffic conditions found that the site-generated trips do not impact the study intersection and that the study intersection will continue to operate at acceptable levels of service during the weekday a.m. and p.m. peak hours.
- The site accessed operate acceptably during the weekday a.m. and p.m. peak hours.
- The ACHD study roadway segment of Kuna Road, between Time Mile Road and Black Cat Road is projected to continue operating at acceptable levels of service.

Turn Lane Warrant Evaluation

- The turn lane analysis using ACHD procedures resulted in turn lane warrants at the following site access street:
  - Kuna Road & Black Cat Road: A westbound right-turn lane is warranted under existing conditions, 2022 background conditions, and 2022 total traffic conditions. Following are considerations with respect to this location:
    - The intersection could be converted to an all-way-stop controlled intersection which would operate at LOS A and LOS B without turn lanes and potentially reduce the number of angle crashes at the intersection.
    - A reduction in the posted speed is likely to occur in the future as development occurs around the intersection. If the posted speed were to be reduced in the future to 35 mph (currently posted 1 mile to the east) or 40 mph, a westbound right turn lane would not be warranted at the intersection under existing, 2022 background or total traffic conditions.
    - Site traffic is projected to be approximately 11 percent of the westbound traffic movement during the weekday p.m. peak hour. Note that warrants would not be met if the posted speed limit was 40 mph.
  - South Access & Kuna Road (Site Access B): Westbound right-turn lane is warranted. A sensitivity analysis found that a westbound right-turn lane is warranted in approximately year 2021 with the build-out of approximately 161 Madrone Heights housing units. Following are considerations with respect to this location:
    - A reduction in the posted speed is likely to occur in the future as development occurs around the intersection. If the posted speed were to be reduced in the future to 35 mph (currently posted 1 mile to the east) or 40 mph, a westbound right turn lane would not be warranted at the intersection under existing, 2022 background or total traffic conditions.

Site Access Evaluation

- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated.
  - Each site accesses provides at least 100 feet of roadway length without a property driveway and/or internal street interference.
- The intersection sight distance evaluation identified that intersection sight distance can be achieved at all the site access intersections with the following actions:

- Remove miscellaneous vegetation and shrubbery, and potential obstructions along Kuna Road as necessary to obtain and maintain adequate intersection sight distance.
- Site access along Kuna Road should match the existing grade of Kuna Road at the intersection.
- Shrubbery, weeds and landscaping near the internal intersections and site access points should be maintained to ensure adequate sight distance.
- If future widening occurs along Kuna Road, care should be taken to ensure adequate intersection sight distance is maintained.

- There are two proposed local street access points to the Madrone Heights Property, as well as a new collector street at the mid-mile along Kuna Road between Black Cat Road and Ten Mile Road. Additionally, there are two proposed stub street for connections to future developments. Following is a summary of each access with respect to ACHD Policy:
  - **New Collector Street & Kuna Road (Site Access A):** This access, a proposed collector, is located on Kuna Road approximately 2,660 feet, or approximately one-half mile, east of Black Cat Road and 2,640 feet west of Ten Mile Road. While the collector meets the spacing requirements between public streets, it does not meet spacing requirements with respect to existing driveways on Kuna Road. The access should be considered by ACHD for the following reasons:
    - The proposed collector is on the ACHD Master Street Map.
    - The proposed collector meets ACHD spacing requirements for a collector street, except for two existing driveways to residential homes on the north and south side of Kuna Road approximately 300 feet west of the collector street. Given the location of the driveways it is assumed that neither of the driveways could be moved to the mid-mile collector.
    - Without the collector street access, site-generated trips would increase the ADT at the south access on Kuna Road to over the ACHD 2,000 ADT threshold for a local street.
    - This access is proposed as a collector street and will only serve residential trips, as well as provide increased accessibility for emergency response vehicles and public services vehicles.
  - **South Access & Kuna Road (Site Access B):** This access, a proposed local street, accesses Kuna Road approximately 700 feet east of the proposed mid-mile collector and approximately 620 feet west of Yankee Rock Avenue. Therefore, the proposed

access does not meet the spacing requirement for Kuna Road. The access should be considered by ACHD for the following reasons:

- Without this access, the site would only have the collector street access, located on a minor arterial street, servicing 205 residential units, which is against ACHD requirements for a development of that size. The volume would remain under the ACHD policy of 3,000 ADT for a single access on a collector, but future development could increase the ADT above 3,000.
- This access is proposed as a local street and will only serve residential trips, as well as provide increased accessibility for emergency response vehicles and public services vehicles.
- The access will function acceptably as a full access with a westbound right-turn lane.

- **West Access & New Collector Street (Site Access C):** This access, a proposed local street, accesses the new collector street approximately 710 feet north Kuna Road. This access is proposed to be full access; however, most movements will consist of right-in and left-out movements because of its connection to Kuna Road via the new collector street. The access should be considered by ACHD for the following reasons:
  - The access meets ACHD local street spacing requirements for collector streets.
  - Without this access, the site would only have one access, located on a minor arterial street, servicing 205 residential units, which is against ACHD requirements for a development of that size.
  - This access is proposed as a local street and will only serve residential trips, as well as provide increased accessibility for emergency response vehicles and public services vehicles.
  - The access will function acceptably as a full access without turn lanes.
- **Stub Streets:** The two proposed stub streets access would connect to a future development north and east of the site. These proposed stub streets are based on the *ACHD Policy Manual, Section 7207.2.4.3,* "a stub street will be required to provide circulation or to provide access to adjoining properties." Presently, the timing of a future development tying into this stub street is unknown and is not anticipated to occur until sometime after full build-out of the Madrone Heights Property. The stub streets have the following benefits:
  - The stub street would provide future access to an adjoining property east of the site and therefore reduce the need for additional access routes to Kuna Road.

- The streets adhere to ACHD stub street requirements.
- The stub streets are not the primary access to the site, with limited trips into and out of the site.
- The stub streets would only serve residential trips, reducing vehicle miles traveled and increasing access for emergency response and city services.

RECOMMENDATIONS

Based on the report's analyses and evaluation findings, recommendations were developed accordingly. There were no recommended mitigations for existing year and background year conditions.

Existing Conditions

The following mitigation is recommended under existing traffic conditions.

Kuna Road & Black Cat Road

- Consider the following options based on warrants being met for the westbound right-turn lane under existing, background, and total traffic conditions:
  - Install a westbound right-turn lane if right-of-way is available.
  - Conduct a speed study for the westbound approach after completion of the build-out of the property to evaluate whether the posted speed should be reduced to 40 mph or 35 mph. This would alleviate the need for a westbound right-turn lane.
  - Consider conversion to and all-way-stop-controlled intersection from a two-way-stop-controlled intersection.
- The site's traffic is projected to be approximately 11 percent of the westbound traffic movement under year 2022 (full build-out) p.m. peak hour (most critical time period for the right-turn lane) traffic conditions.

Mitigations Needed for Madrone Heights Property

The following mitigations are recommended due to the inclusion of Madrone Heights Property's site generated trips.

Collector Road & Kuna Road

- Construct the new collector as proposed.

South Access & Kuna Road

- Construct a westbound right-turn lane with approximately 100 feet of vehicle storage. A sensitivity analysis found that a westbound right-turn lane would be warranted in approximately year 2021 with the build-out of 161 Madrone Heights units.
    - Alternatively, a speed limit reduction in front of the site from 50 mph to 40 mph or 35 mph (consistent with the Kuna Road corridor to the east) would result in the westbound right-turn lane warrant not being met.

Site Accesses

- With approval from ACHD, construct all accesses to the property to allow full access on the public street approaches with the following designations:
    - All local streets within the property should be constructed with one travel lane in each direction.
    - Site driveways with access to public streets should provide sufficient stacking distance for four vehicles (100 feet) to ensure acceptable operation and accommodate larger vehicles, including utility service and delivery vehicles.
    - Site accesses along Kuna Road should match the existing grade of Kuna Road at the intersection to ensure the best possible sight distance.
    - All accesses and internal streets should be designed to provide adequate intersection site distance. Shrubbery, weeds and landscaping near the intersection and site access point should be maintained to ensure adequate sight distance is maintained.

Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

☒Submit a development application to a City or to Ada County

☒The City or the County will transmit the development application to ACHD

☒The ACHD **Planning Review Section** will receive the development application to review

☒The **Planning Review Section** will do one of the following:

☐Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.

☒Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

☒Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐For **ALL** development applications, including those receiving a **"No Review"** letter:

- The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
- The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)
☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
  a) Traffic Control Plan
  b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

    a. Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

    b. Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

    c. Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

    d. Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

    e. Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

    a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

       If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

    b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.

    c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.

    d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.

    e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.

    f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.

Troy Behunin

From: Lauren Boehlke <laurenboehlke@yahoo.com>
Sent: Monday, December 04, 2017 8:40 AM
To: Troy Behunin
Subject: Re: Former Urza Property Annexation

Categories: Agency Comments

Good Morning Troy,
Just to let you know that this property does have a valid water right of 39.24 acres through Boise-Kuna Irrigation District. Our 2017 Fall/2018 Spring assessments have been mailed out and the Fall assessment is due by 12/20/17, with Spring Toll due by 4/1/17. Boise Project Board of Control, our delivery entity, will need to be contacted as to where water delivery is on this property and making sure that no other water user is deterred from receiving water do to any development of this property.

Thank you,
Lauren

Lauren S Boehlke
Sec.-Treasurer
Boise-Kuna Irrigation District
Phone# 922-5608
Fax# 922-5659

On Friday, 1 December 2017, 16:24, Troy Behunin <tbehunin@kunaid.gov> wrote:

Good afternoon everyone,
Please review the packet for a new request for annexation into Kuna City Limits. Please send relevant comments to our office within the 15 business days as requested. If your agency needs additional time, please let our office know as soon as possible.
If your agency needs hard copies, please let us know and we will be happy to send them.
Thanks and have a great weekend.
Troy

Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634
TBehunin@KunaId.Gov

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

CENTRAL DISTRICT HEALTH DEPARTMENT

CENTRAL DISTRICT HEALTH DEPARTMENT

Environmental Health Division

RECEIVED
JUL 16 2018
CITY OF KUNA

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 18-02-S

Madrone Heights

Return to:
- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☒ Kuna
- ☐ Meridian
- ☐ Star

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- ☐ high seasonal ground water
- ☐ bedrock from original grade
- ☐ waste flow characteristics
- ☐ other _____

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☒ 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
- ☒ central sewage
- ☐ 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: Rob Bartlett

_____ Date: 7/6/18

Review Sheet

STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE
1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

DEQ Response to Request for Environmental Comment

Date:	*July 6, 2018*
Agency Requesting Comments:	*City of Kuna: Planning & Zoning Department*
Date Request Received:	*June 27, 2018*
Applicant/Description:	*18-02-S (Pre-Plat) Madrone Heights – Residential Subdivision*

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at http://www.deq.idaho.gov/ieg/.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- *Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).*

  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 Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.*

- *No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.*

- ***Water Quality Standards.*** *Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).*

  Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- ***Ground Water Contamination.*** *DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in*

accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.

6. ***Additional Notes***

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx) for assistance.*

- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,

Aaron Scheff
aaron.scheff@deq.idaho.gov
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

ec: TRIM 2018AEK84

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

July 6, 2018

Troy Behunin
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

VIA EMAIL

Development Application	**18-02-S**
Project Name	**MADRONE HEIGHTS SUBDIVISION**
Project Location	2030 West Kuna Road, west of SH-69 milepost 2.22
Project Description	Construct a subdivision consisting of 206 single family lots, 27 common lots, and 1 shared driveway
Applicant	Kirsti Grabo of KM Engineering

The Idaho Transportation Department (ITD) reviewed the referenced preliminary plat application and has the following comments:

1. This project does not abut the State highway system.

2. Applicant has indicated that a Traffic Impact Study has been completed. ITD requests a copy of the study to review before submitting comments. ITD reserves the right to make further comments upon review of any submitted traffic generation data or other documents.

3. The City is reminded that the SH-69 corridor is already congested. This project will increase the number of vehicle trips in the corridor. As the City continues to add additional trips to the corridor through development, the congestion will worsen until the roadway system is ultimately overloaded and fails. ITD has no current funding assigned to mitigate traffic congestion in the SH-69 corridor in this area.

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Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

4. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.

5. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

6. ITD objects to the proposed application due to traffic concerns. ITD will withdraw any objection to the proposed application once all traffic concerns have been addressed with ITD Staff.

If you have any questions, you may contact Tom Haynes at (208) 334-8944 or me at (208) 332-7190.

Sincerely,

Ken Couch
Development Services Coordinator
Ken.Couch@itd.idaho.gov

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: Preliminary Plat

Date and time of neighborhood meeting: April 11, 2018 at 6:00pm

Location of neighborhood meeting: Kuna Public Library

SITE INFORMATION:

Location: Quarter: SE Section: 22 Township: 2N Range: 1W Total Acres: 39.48

Subdivision Name: Urza Preliminary Plat Lot: Block:

Site Address: 2030 W Kuna Road Tax Parcel Number(s): S1322438400

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: N Star Farm, LLC & Waters Edge Farm, LLC - Tim Eck

Address: 6152 W Half Moon Lane City: Eagle State: Idaho Zip: 83616

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Kirsti Grabo Business (if applicable): KM Engineering, LLP

Address: 9233 W State Street City: Boise State: Idaho Zip: 83714

PROPOSED USE:

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

Application Type	***Brief Description***
Annexation	Subdivision - Preliminary Plat located at 2030 W Kuna Rd
Re-zone	
Subdivision (Sketch Plat and/or Prelim. Plat)	
Special Use	
Variance	
Expansion of Extension of a Nonconforming Use	
Zoning Ordinance Map Amendment	

APPLICANT:

Name: N Star Farm, LLC & Waters Edge Farm, LLC

Address: 6152 West Half Moon Lane

City: Eagle State: Idaho Zip: 83616

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 4.11.18

Applicants Representative

Preliminary Plat - Urza Property
Neighborhood Meeting Sign-in Sheet
April 11, 2018 at 6:00 pm - Kuna Public Library

Name	Address	Signature
TANYA ROESER	1857 W. KUNA RD	
DICK DEUTSCHE	135 W TEN MILE	
CAROL DEUTSCHE	" " " "	
Kylee L. Sigler	1629 West Kuna Rd Kuna, Id 83634	
Cynthia Howard	1629 West Kuna Rd Kuna, ID 83634	
Jake Poulsen	4519 N. Vermillion Rd. Boise, ID 3706	
Trevor Kory	1011 S Dale St #202 Boise, ID 83706	

Neighborhood Meeting Notes
Urza Property Preliminary Plat
4.11.18 – 6:00 pm – Kuna Public Library

Discussion Topics

- Will this project change the zoning of the surrounding properties?
- Will there be a road on the east side of the project?
- Why is there a stub street to the east?
- Can that stub street be fenced off so people can't drive into field?
- Is there sewer capacity for more development?
- Where will the water extension run?
- What type of fencing will the subdivision install?
- Why do people want such small lots? Isn't there a market for larger lots?
- What is the City going to do about the traffic?
- Are there any plans for a fire station?
- What style of housing will be built?
- How big will the houses be?
- Will the utility extensions require Kuna Road to be torn up?
- When will building begin? Who is building?
- Will we install a berm along Kuna Road?
- What is the plan for a crossing on Ten Mile?
- When will the application go in?

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
CITY OF KUNA		PO BOX 13	KUNA, ID 83634-0013
DEUTSCHE RICHARD & CAROL FAMILY TRUST	DEUTSCHE RICHARD H TRUSTEE	135 N TEN MILE RD	KUNA, ID 83634-0000
DISCOVERY CREEK HOA INC		PO BOX 1246	MERIDIAN, ID 83680-0000
GORDON TIMOTHY W	GORDON BELINDA S	PO BOX 236	KUNA, ID 83634-0000
MATHEWSON CHLOE D		1881 W 4TH ST	KUNA, ID 83634-0000
MCGREGOR DANIEL	MCGREGOR EDITH ANN	2430 S MERIDIAN RD	KUNA, ID 83634-0000
MCGREGOR DANIEL A	MCGREGOR EDITH ANN	2430 S MERIDIAN RD	KUNA, ID 83634-0000
MURPHEY FRANCIS LEVI LIFE ESTATE	MURPHEY VELETTA JEAN LIFE ESTATE	2417 W KUNA RD	KUNA, ID 83634-0000
N STAR FARM LLC	WATERS EDGE FARM LLC	6152 W HALF MOON LN	EAGLE, ID 83616-0000
OREGON SHORT LINE R R CO		1400 DOUGLAS ST	OMAHA, NE 68179-1640
ROESER JON	ROESER TANYA	1857 W KUNA RD	KUNA, ID 83634-0000
SIGLER VYCKEE L		1629 W KUNA RD	KUNA, ID 83634-0000
THORNTON LAYNE	THORNTON LORI	3224 S SWAN FALLS RD	KUNA, ID 83634-1732
URZA MARCOS	URZA ESTEFANIA	1923 167TH AVE SE	BELLEVUE, WA 98008-5327
VUITTONET ALEX		569 N YARDLEY AVE	KUNA, ID 83634-0000

DATE: April 2, 2018

TO: Neighbors

FROM: N. Star Farm, LLC

RE: Property at 2030 West Kuna Road – Kuna, ID

Dear Neighbor:

As you know, we are currently working on a new subdivision project for our property located at 2030 West Kuna Road, which is depicted on the enclosed vicinity map. Last year we held a meeting to discuss the annexation of the property into Kuna City Limits, which has occurred, and we have now begun preparation of the preliminary plat application for submittal to the City. This letter is notice of an opportunity to review and discuss the subdivision as required by City Code; however, this is not a public hearing and public officials will not be present.

The neighborhood meeting will be held on Wednesday, April 11, 2018, at 6:00 p.m., in the small conference room at the Kuna Public Library, which is located at 457 North Locust Avenue, Kuna, ID 83634.

We look forward to seeing you there.

km ENGINEERING

9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

May 1, 2018
Project No.: 17-054
Urza Subdivision
Legal Description

A parcel of land being the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the south 1/4 corner of said Section 22, which bears N89°41'25"W a distance of 2,654.34 feet from a found brass cap marking the southeast corner of said Section 22, thence following the westerly line of said Southwest 1/4 of the Southeast 1/4, N00°21'13"E a distance of 33.00 feet to the **POINT OF BEGINNING.**

Thence following said westerly line, N00°21'13"E a distance of 1,291.70 feet to the Northwest corner of said Southwest 1/4 of the Southeast 1/4;
Thence leaving said westerly line and following the northerly line of said Southwest 1/4 of the Southeast 1/4, S89°37'26"E a distance of 1,330.95 feet to a found 5/8-inch rebar marking the Northeast corner of said Southwest 1/4 of the Southeast 1/4;
Thence leaving said northerly line and following the easterly line of said Southwest 1/4 of the Southeast 1/4, S00°31'02"W a distance of 1,290.16 feet to a point on the northerly right-of-way line of Kuna Road;
Thence leaving said easterly line and following said northerly right-of-way line, N89°41'25"W a distance of 1,327.27 feet to the **POINT OF BEGINNING.**

Said parcel contains a total of 39.389 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Kirsti Grabo

From: Sub Name Mail <subnamemail@adaweb.net>
Sent: Thursday, May 10, 2018 6:05 PM
To: Aaron Ballard; Kirsti Grabo
Subject: Madrone Heights Sub Name Reservation

May 10, 2018

Aaron Ballard, KM Engineering
Kirsti Grabo. KM Engineering

RE: Subdivision Name Reservation: **MADRONE HEIGHTS SUBDIVISION**

At your request, I will reserve the name **Madrone Heights Subdivision** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,

Jerry L. Hastings, PLS 5359
County Surveyor
Deputy Clerk Recorder
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7912 *office*
(208) 287-7909 *fax*

From: Kirsti Grabo [mailto:KGrabo@kmengllp.com]
Sent: Tuesday, May 08, 2018 10:23 AM
To: Sub Name Mail
Subject: Madrone Heights Sub Name Reservation

Hi Glen –

How about Madrone Heights?

Thanks,
Kirsti

From: Sub Name Mail <subnamemail@adaweb.net>
Sent: Tuesday, April 24, 2018 8:50 AM
To: Kirsti Grabo <KGrabo@kmengllp.com>
Subject: RE: Sub Name Request

Kristi;

Both of the names you have selected have been used.
Please select another name. A link to the online subdivision name search is included below.

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MADRONE HEIGHTS SUBDIVISION

THIS DECLARATION is made effective as of Madrone Heights Subdivision, by _____, an Idaho _____ ("Declarant" or "Owner" or "Grantor").

ARTICLE I: RECITALS

1.1 Declarant is the owner of all of the real property located in the County of Ada, State of Idaho (the "County"), described in the attached Exhibit A (the "Property"), which exhibit is incorporated herein by this reference.

1.2 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 Property's value, desirability and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof; and

B. shall inure to the benefit of every Building Lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor (as defined below), and each grantee and Owner, and such grantee's and Owner's respective successors-in-interest, and may be enforced by Grantor, by any Owner, and any such Owner's successors-in-interest, and by the Association as hereinafter described.

Notwithstanding any other provision in the Declaration to the contrary, no provision of this Declaration shall be construed as to prevent or limit (i) Grantor's right to complete development of the Property and to construct improvements thereon, or (ii) Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, or (iii) Grantor's right to post signs incidental to construction, sales, or leasing, or (iv) Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the applicable governmental entities.

ARTICLE III: DEFINITIONS

3.1 "Affiliate" shall mean any entity that has some form of common ownership interest or common management with the Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or the charter documents of the Association if formed using a type of entity other than a corporation.

3.4 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments made by the Association as further defined in this Declaration.

3.5 "Association" shall mean the Idaho profit or non-profit corporation (or other type of entity), and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Madrone Heights Subdivision Homeowners Association, Inc.", or any similar name, which fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this Declaration to the "Association" shall apply to the particular Association designated to apply to that Annexed Tract.).

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

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

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.9 "Bylaws" shall mean the Bylaws of the Association.

3.10 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

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

3.12 "Madrone Heights Subdivision" and the "Subdivision" shall each mean the Property.

3.13 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.14 "Grantor" shall mean, _____, an Idaho _____ and its successors-in-interest, and Affiliates (collectively, "_____"), and any person or entity to whom _____ expressly transfers its Grantor rights, which transfer must be made in writing and must include a specific reference to the transfer being of _____'s "Grantor rights" or "rights as Grantor" or other similar specific reference.

3.15 "Improvement" shall mean any structure, facility, or system, or other improvement or object (and any portion of the foregoing), whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways,

sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

3.16 "Limited Assessment" shall mean Assessments as described in Section 7.4 of this Declaration.

3.17 "Member" shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

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

3.19 "Person" shall mean any individual, partnership, corporation, limited liability company or other legal entity.

3.20 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County recorder (the "County Recorder"), as the same may be amended by duly recorded amendments thereof.

3.21 "Property" shall mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. The Property also shall include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be part of an Annexed Tract by means of a Supplemental Declaration as provided herein.

3.22 "Regular Assessment" shall mean the Assessments described in Section 7.2 of this Declaration.

3.23 "Special Assessment" shall mean the Assessments described in Section 7.3 of this Declaration.

3.24 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property and with respect to any Annexed Tract.

3.25 "Waterway" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, ditch or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All Improvements are to be designed, constructed and used in such a manner as to (i) comply with the conditions of approval (as may be amended from time to time) issued by the applicable governmental entity with respect to the Plat containing the portion of the Property upon which the Improvements are located (the "Plat Conditions"), (ii) comply with all applicable governmental laws, ordinances, rules and regulations, and (iii) promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure.

4.1.2 Architectural Committee Review. No construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the Architectural Committee. Construction of all such Improvements must conform to and comply with the applicable approved elevations, plans and specifications. Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the Architectural Committee, to the Architectural Committee for review. These plans will be held for thirty (30) days after completion of the project. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials (including, without limitation, Architectural Committee approved architectural shingles and roofing material), physical or aesthetic impacts on other properties (including, without limitation, Common Areas), artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the design shall apply only to the exterior appearance of the Improvements and to landscaping. 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 exterior and landscape design restrictions that this Declaration is intended to control.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures constructed in compliance with the terms of this Declaration) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by the applicable Plat

Conditions or by any applicable zoning restriction or by decision of the Architectural Committee, whichever is more restrictive.

4.1.4 Roofing. All residences must be built with a minimum of thirty (30) year life architectural composition unless otherwise approved by the Architectural Committee. Roof pitch on all dwellings shall be a minimum 5/12 roof pitch.

4.1.5 Accessory Structures. Garages shall accommodate a minimum of two (2) cars; detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. All garages, storage sheds and patio covers, whether attached or detached from the residential structure, shall be of the same construction, finish and color as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other portions of the Subdivision or offensive or detrimental to the occupants of other Building Lots.

4.1.6 Elevations. As set forth in Section 4.1.2 above, no construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved the elevation drawings and all Improvements must be constructed pursuant to such approved drawings. The Architectural Committee reserves the right to reject plans that in the judgment of the Architectural Committee lack integrity and balance. Without limiting the general reservation of powers set forth in the immediately previous sentences, the following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

A. Hardboard or cement fiber siding. Vinyl siding is prohibited.

B. Sixteen-inch (16") eves and twelve-inch (12") gables are required.

C. Boxed or returned soffits are recommended.

D. Windows, at siding locations, must have relief or trim materials to give definition.

E. Stone, brick or stucco is required, provided, however, if the home to be constructed has architectural appeal the Architectural Committee may provide written waiver of the stone, brick or stucco requirement.

F. No vinyl or metal siding except soffit and fascia boards.

G. Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevation, or as otherwise approved by the Architectural Committee.

H. No split entry homes will be approved.

4.1.7 Driveways/Sidewalks. All access driveways and sidewalks shall have concrete or other hard surface along its full width as approved by the Architectural Committee and shall be graded to assure proper drainage. Asphalt driveways will not be allowed. Driveways shall have a maximum width compliant with and as approved pursuant to ACHD driveway approach permit and shall continue until connecting to the garage floor.

4.1.8 Mailboxes. Owner shall supply and install black metal mailbox posts. The location and type of post shall be submitted to and approved by the Grantor or the Architectural Committee prior to installation. On all Building Lots where the adjoining Building Lot has a common utility (garage side) property line the mailbox posts shall be installed at the shared property line, and shall be a paired post capable of accepting two (2) mailboxes. The responsibility for the installation of the post shall be borne by the first Building Lot to obtain a building permit. All mailboxes shall be supplied and installed on the posts by Owner, shall be black and of standard single resident size and shape. Architectural Committee approval shall be obtained prior to installation. Ornamental or oversized mailboxes shall not be permitted. All replacement mailboxes and stands will be of consistent design, material, and coloration as required in 4.1.8 and shall be located as originally placed on adjoining Building Lot lines at places designated by Grantor or the Architectural Committee. Declarant, the Association and/or the US Postal Service may require mailbox locations to be grouped.

4.1.9 Fencing. Fence designs shall not extend into any common green space within the Subdivision. All fencing and boundary walls constructed on any Building Lot shall be permanent in nature, maintenance free and be constructed of materials specified by the Architectural Committee and shall be compliant with applicable code If fencing is used in combination with a landscape berm, the fence shall be placed behind the berm and under no circumstances, placed on the

berm. The material, style, texture and design shall match the existing Grantor installed fencing and shall be approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet measured from the crest of the adjacent road or extend past the front setback of the home and shall meet any more stringent requirements established by the Architectural Committee. All fencing must meet the setback requirements of City ordinance.

4.1.10 Lighting. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall Landscape lighting is encouraged. Building designs shall seek to minimize lighting impacts on adjoining properties.

4.2 Antennae and Satellite Dishes. Exterior radio antenna, television antenna, other antenna and satellite dishes of the type that are governed by 47 C.F.R. Section 1.4000, as amended from time to time, are permitted to be installed on the property without Architectural Committee approval if so required under the aforementioned regulation. No other types of antenna or satellite dish 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 the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest any Building Lot be granted, or Building Lot line adjusted, unless the advanced written approval of the Architectural Committee is obtained.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City if so required, except:

A. Such signs as may be used by Grantor and Grantor's agents in connection with the development of the Property, the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Grantor.

B. Temporary signs naming the contractors, the architect, and the lending institution for particular construction operation.

C. Such signs identifying the Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

D. One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. No such sign shall be placed on Common Areas or on the rear portion of any Lot being sold.

All signage, including signage for the exceptions listed as (B)-(D), must be erected in accordance with signage format approved and established by the Architectural Committee. Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All structures shall be designed to minimize the noise impact on adjoining properties and no noise or other nuisance, as described in any applicable, laws, rules, regulations or ordinances, 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 sound systems, speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Site Cleaning: Owners are responsible for ensuring the Building Lot is kept clean in following specific manner:

4.7.1 All contractors and subcontractors must operate a clean site with all debris cleaned and contained on the site. Contractors and subcontractors are not to allow garbage to blow to other sites.

4.7.2 All contractors and subcontractors will make the best efforts to be courteous to the current residents and others on the Property. No dogs or loud music allowed during any phase of the construction.

4.7.3 During the construction phase the streets must be swept clean of debris nightly.

4.7.4 During the construction phase all weeds must be kept trimmed and properly disposed of in a proper receptacle.

4.7.5 Owners who do not adhere, or require their agents, contractors and/or subcontractors to adhere to the cleaning rules outlined herein will be subject to a charge equal to the cost of cleanup plus and administrative fee equal to 25% of the cleanup cost and any applicable attorney fees and costs incurred in the enforcement or collection of such charges.

4.7.6 During construction, each contractor shall provide portable toilets as is required by applicable laws, rules, regulations and ordinances or by the Architectural Committee, whichever is more restrictive.

4.7.7 The Architectural Committee has the authority to grant variances to the design guidelines and to the requirements of this Section 4.7.

4.8 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, without limitation, 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 to damage property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, plus all other costs associated with such action including, without limitation, legal fees, and plus interest at eighteen percent (18%) per annum on all costs incurred by the Association. All such costs and interest shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, in addition to the lien for the Limited Assessment, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.9 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, which may include drainage from the Common Area over any Building Lot in the Property. Drainage which is without the purview of Ada County Highway District Shall be governed by The Association shall maintain the drainage and roadway swales (to the extent roadway swales exist) pursuant to any requirements of ACHD.

4.10 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, devices and plantings and ground cover installed or completed thereon, which are not the responsibility of ACHD, the Association, or other public agency. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.11 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board and all governmental authorities having jurisdiction. Grantor may use the water supply as deemed necessary for any purpose on a temporary basis and for irrigation purposes.

4.12 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.

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

4.14 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by

construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by the Grantor or the Association for the Property.

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

4.16 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the sewer system as required by the Architectural Committee and pay all charges assessed therefore.

4.17 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 4.17 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.18 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 plans approved by the Architectural Committee. This Section 4.18 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.19 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No overnight on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk, bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway or in the Common Area unless such vehicle is engaged in an emergency procedure.

4.20 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section 4.20 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise

controlled at all times when such animal is off the Building Lot of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. 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 ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.21 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee.

The following restrictions apply with respect to landscaping subject to increased requirements established by the Architectural Committee:

A. Front Yard Landscaping: the front yard of all Building Lots must meet the following minimum requirements:

All landscaping is to be completed within thirty (30) days from actual occupancy;

It must be fully sodded within thirty (30) days from occupancy;

It must contain at least 2 trees with a minimum of 2" caliper;

It must contain at least five, one gallon plants/shrubs; and

An Automatic Sprinkler System (covering all of the yards) must be completed within thirty (30) days of occupancy.

B. Back Yard and Side Yard Landscaping: All back and side yard landscaping must be completed within six (6) months of occupancy unless it is not fenced with approved fencing and in that case shall comply with Front Yard Landscaping completion date requirements.

4.22 Water Rights Appurtenant to Subdivision Lands. Following the date of the recording of this Declaration, Declarant may transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section

31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Madrone Heights Subdivision.

4.23 Commencement of Construction. Any owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction," as used in this Section 4.23, shall require beginning and ongoing physical construction of the dwelling structure upon such Building Lot. In the event any Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to ten (10) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed re-conveying said Building Lot, free and clear of all liens and encumbrances, which deed shall, by virtue of the notice provided hereby, be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.24 Exemption of Grantor and for Common Area. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be, and Improvements to the Common Areas by Grantor, or the Association are and shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section 4.24, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns 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. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper

development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. All of the rights of Grantor, including, without limitation, those set forth in this Section 4.24 may be assigned by Grantor as set forth in Section 3.14 of this Declaration.

ARTICLE V: MADRONE HEIGHTS SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of the Madrone Heights Subdivision Homeowners Association. The Association shall be initially organized by Grantor as an Idaho nonprofit 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, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision. Conflicting terms between any of these three documents shall be resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

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

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and notwithstanding all other provisions of this Declaration to the contrary, Grantor shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members, provided that the Class B membership voting rights shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner other than Grantor. Immediately upon the Class B membership ceasing to have the rights to vote is set forth in this Section 5.3.2 it shall become a Class A Member and shall have the associated voting rights based on the number of Building Lots of which it is an Owner, provided, however, all other rights associated with Grantor's status as Grantor shall continue regardless of whether Grantor is a Class A Member or a Class B Member.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

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

5.5 Power and Duties of the Association.

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

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

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

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

5.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Board deems reasonable, including, without limitation, reasonable charges for an Owner's failure to comply with such rules and regulations. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set

forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

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

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

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

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

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the

Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

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

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development's Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision's non-publically dedicated park and pathway areas;

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. **The Association shall establish rules and regulations regarding the Owners' use of Common Areas and Improvements located thereon.**

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

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

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

5.5.2.5 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 manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Stormwater Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation, impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belongs to the Owner of each Building Lot at the

time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to reimbursement of the same and such reimbursement shall be a Limited Assessment.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, which policies must include, the following policies of insurance:

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

Not less than One Million Dollars and No Cents ($1,000,000.00) per person, and One Million Dollars and No Cents ($1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents ($1,000,000.00) per occurrence with respect to property damage.

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

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

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

5.5.2.8 Insurance Premiums as Regular Assessments. Charge as a common expense to be included in the Regular Assessments insurance premiums for any and all insurance coverage the Board deems necessary or advisable.

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

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

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

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

5.5.2.13 Private Streets, Signs and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private streetlights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the all required governmental entities consent to such waiver.

5.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of such person, the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any Owner, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Loans. At the election of Grantor, all expenditures made by Grantor related to the organization and operation of the Association shall be deemed loans made on behalf of Grantor for the benefit of the Association ("Grantor Loans"); provided, however, Grantor shall not be obligated to make any Grantor Loans or otherwise have any of the obligations attributable to the Association under this Declaration or otherwise. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis.

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

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

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association's Bylaws.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments.

6.1.2 The right of the Association to suspend the use of, or interest in, the Common Area (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

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

6.1.4 The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

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

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

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs, and reasonable attorney's fees which may be

incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

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

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

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning

of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

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

7.2.3.1 An initial assessment set up fee of $200.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii)be in addition to and not a credit towards the Regular Assessments owed by an Owner and (iv) be used to pay back Grantor Loans. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of $150.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is $450.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected

repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Owners and the Building Lots, pursuant to the terms of this Article VII and which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the Anticipated Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

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

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of any change in the amount or due date of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date thereof. All Limited Assessments shall be delinquent if not paid

within ten (10) days after notice of such Limited Assessment is provided to Owner. There shall accrue with each delinquent payment a late charge equal to ten percent (10%) of the delinquent charge and installment. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot, or Building Lots if Owner owns more than one, as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt themselves from such liability by a waiver of the use and enjoyment of the Common Areas, by lease or abandonment of such Owner's Building Lot, or by virtue of the fact that their voting and/or Common Area use rights have been restricted pursuant to the terms of this Declaration.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, upon becoming an Owner of a Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by any and all means available to it in law and in equity, including, without limitation, commencement and maintenance of a legal action, or exercise of the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.2 Assessment Liens.

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

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim of lien), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all delinquent sums and charges in any given claim of lien or other satisfaction thereof, the Association shall cause to be recorded a notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such notice before recording the same.

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

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

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

9.2.3 Payment by the requesting Member of the cost of reproducing copies of documents requested pursuant to this Article IX.

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

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on an architectural control committee (the "Architectural Committee"). Each member of the Architectural Committee 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 or Member of the Association. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Board shall have the exclusive right, at any time, and from time to time, to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes thereto as it deems appropriate, and/or upon the agreement of the Owner to

reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

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

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 open space, private open space or other Common Area.

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

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be,

one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 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 or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent. Similarly, the disapproval 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 or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to grant approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

10.6 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 the Board.

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

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

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the plans, specifications and other documents submitted to and approved by the Architectural Committee, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance issues and the Owner shall be required to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon receipt of such notice, the Board shall call a Special Meeting, as provided in the

Bylaws, at which it shall authorize the Architectural Committee members and the applicable Owner to be heard. Based on such special meeting, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

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

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

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this

Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor own any property that is contiguous to the Property and, in Grantor's sole discretion, Grantor deems it desirable to annex some or all of such properties into the Subdivision (an "Annexed Tract"), such property may be annexed into the Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Track becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based on the inclusion of such Building Lots and Class B membership reinstated based on such recalculation. The Owners of lots located any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts.

11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and

shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the un-willful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 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, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without limitation, 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. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners with respect to utilities shall be governed by the following:

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

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

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

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

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes and all Architectural Committee approval requirements.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) 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 five (5) 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.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not

be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2023, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective.

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

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

13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration 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 such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws

of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

13 5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

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

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

13.6.1 Restrictions Construed Together. All of the provisions of this Declaration 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.

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

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

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

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14of this Declaration providing specific requirements for L assignment of the Grantor's rights, all references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

ARTICLE XIV: ACHD STORMWATER DRAINAGE

14.1 Operation and maintenance of the storm water facilities at the Subdivision shall be governed by the operation and maintenance manual of storm drainage system for the Subdivision (the O&M Manual"), if any, which manual may only be modified at the direction of the Board of the Association, with written approval by ACHD.

14.2 ACHD Storm Water Drainage System. Lots _____ of Block ___, Lots ____ of Block ___ and Lots ____ of Block ___ are servient to and contain the Ada County Highway District ("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. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

14.3 ACHD Right to Inspect and Maintain. ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

14.4 ACHD Approval of Amendments. Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

14. 5 ACHD Assessment of Costs. ACHD shall be entitled to pursue reimbursement for the reasonable costs of all required maintenance and repairs to the storm water drainage system that are a result of failure by the HOA or dues paying organization to properly perform the light maintenance duties as defined in the referenced O & M Manual.

14.6 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 be perpetual.

ARTICLE XV: PROVISIONS RELATED TO FINES

- 15.1 The Board shall have the right to adopt provisions for the imposition of fines for a violation of the provisions set forth herein and/or the violation of rules promulgated by the Board in accordance with its Articles, Bylaws, and this Declaration.

  In accordance with Idaho Code Section 55-115:

- No fine may be imposed for a violation of the covenants and restrictions pursuant to the rules or regulations of the homeowner's association unless:
- (a) A majority vote by the board shall be required prior to imposing any fine on a member for a violation of any covenants and restrictions pursuant to the rules and regulations of the homeowner's association.

- (b) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the member at least thirty (30) days prior to the meeting.
- (c) In the event the member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the member continues to address the violation in good faith until fully resolved.
- (d) No portion of any fine may be used to increase the remuneration of any board member or agent of the board.

The Association shall be entitled to assess its attorney fees against an Owner who fails to comply with the provisions of this Article but attorney's fees and costs shall not accrue and shall not be assessed or collected by the homeowner's association until the Association has complied with the requirements set forth above and the Owner has failed to address the violation as prescribed in subsection in the time and manner set forth above. A court of competent jurisdiction may determine the reasonableness of attorney's fees and costs assessed against an Owner. In an action to determine the reasonableness of attorney's fees and costs assessed by the Association against a member, the court may award reasonable attorney's fees and costs to the prevailing party.

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date first set forth above.

_____, an Idaho corporation

By: _____
Its: President

ACKNOWLEDGEMENT

State of Idaho)
)ss.
County of _____)

On this the ___ day of _____, 2017, before me, the undersigned Notary Public in and for said state, personally appeared _____, known by me to be the President of _____, an Idaho corporation, whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on its behalf.

_____
Notary Public
Residing At:
My Commission Expires:

DRAFT

Exhibit A

The Property

Madrone Heights Subdivision
According to the plat recorded in records of Ada County, Idaho, as Instrument Number _____ in Book _____, Pages _____ - _____ on _____

DRAFT

KITTELSON & ASSOCIATES

Transportation Impact Study

Madrone Heights Property

Kuna, Idaho

May 2018

PREPARED FOR:
N Star Farm, LLC
Mr. Tim Eck
6152 W Half Moon Lane
Eagle, Idaho 83616

PREPARED BY:
KITTELSON & ASSOCIATES, INC.
101 S Capitol Boulevard, Suite 301
Boise, ID 83706
208.338.2683

Transportation Impact Study

Madrone Heights Property

Kuna, Idaho

Prepared For:
N Star Farms, LLC
6152 W Half Moon Lane
Eagle, Idaho 83616

Prepared By:
Kittelson & Associates, Inc.
101 South Capitol Boulevard, Suite 301
Boise, Idaho 83702
(208) 338-2683

Project Principal: John Ringert, PE
Project Manager: Brett Korporaal

Project No. 22609

May 2018

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Note: Madrone Heights Property was originally referred to as the Urza Farms Property. Some appendices reflect the previous Urza Farms Property name.

Section 1
Executive Summary

EXECUTIVE SUMMARY

N Star Farms, LLC is in the process of entitling the Madrone Heights Property, previously known as the Urza Farms Property. The entitlement includes the plan for 205 single-family detached housing unit, situated on approximately 39 acres of land in Kuna, Idaho. The property is located on the east side of the proposed mid-mile collector street between Black Cat Road and Ten Mile Road with Kuna Road serving as its southern boundary.

The parcels of land included in the property's site are identified as Rural Urban Transition (RUT) by the City of Kuna's *City Zoning Map*. The parcels in the immediate vicinity of the site are also zoned as RUT, as well as Agriculture (A), Rural Residential (RR) and Low Density Residential (R4) by the City of Kuna. The land has recently been annexed by the City of Kuna and rezoned to Medium Density Residential (R8).

Access to the Madrone Heights Property is proposed via one new mid-mile collector street on the north side of Kuna Road between Black Cat Road and Ten Mile Road, as well as a new local street connection to Kuna Road, approximately 2,640 feet west of Ten Mile Road and 700 feet east of the new collector. The new collector street is identified on the ACHD Master Street Map. Additionally, the preliminary site plan proposes two stub street connections, one to the east and one to north for potential connections to future developments. The timeframe for the development of parcels bordering the site is unknown, however, development is not anticipated to occur until after full build-out of the Madrone Heights Property.

Currently, the proposed site is undeveloped, but consists of one single-family home which would be removed if the site is built-out. The build-out of the site would be completed in four phases, with a projected full build-out in year 2022. This TIS addresses the existing (2018) and background (2022) traffic conditions, as well as the property's impact in the build-out year 2022. Lastly, the TIS provides the approximate number of homes that can be built before proposed mitigations are necessary at any impacted study intersection, roadway and/or driveway.

FINDINGS

Existing Conditions

- The study evaluated the off-site intersection at Black Cat Road & Kuna Road during the a.m. and p.m. peak period of a typical weekday (Tuesday – Thursday).
- The study intersection was found to operate at acceptable operating standards during the existing weekday a.m. and p.m. peak hours.
- The ACHD study roadway segment of Kuna Road between Ten Mile Road and Black Cat Road operates at an acceptable level of service.

- Crash data at the study intersection for the most recent five years (2012-2016) was analyzed for any existing crash trends, below are the findings:
  - The Black Cat Road & Kuna Road intersection averaged 1.6 reported crashes per year, with 75% of crashes involving a turning vehicle onto or from Kuna Road.
  - There were eight reported crashes on the Kuna Road between Black Cat Road and Ten Mile Road. Seven of the crashes involved a single vehicle leaving the roadway.

Year 2022 Background Traffic Conditions

- Year 2022 background traffic volumes were forecasted using a 3% annual growth rate. There were no identified in-process developments within the vicinity of the site that were included in the analysis.
- Year 2022 background traffic analysis (without inclusion of site-generated traffic) found that the study intersection is expected to continue to operate at acceptable operating standards during the weekday a.m. and p.m. peak hours.
- The ACHD study roadway segment of Kuna Road between Ten Mile Road and Black Cat Road is projected to continue operating at acceptable levels of service.

Trip Generation and Distribution

- The *ITE Trip Generation Manual, 10th Edition* was used to estimate the trip generation for the proposed Madrone Heights Property.
- The proposed Madrone Heights Property, with 205 single-family homes in the build-out year of 2022, is estimated to generate a total of 2,013 daily net new trips, 150 weekday a.m. peak hour net new trips (38 inbound / 112 outbound) and 202 weekday p.m. peak hour net new trips (127 inbound / 75 outbound).
- The distribution pattern for site-generated trips was developed by evaluating existing traffic patterns and major trip origins and destinations within the study area, as well as a select zone analysis from COMPASS' regional travel demand model.

Year 2022 Total Traffic Conditions

- Year 2022 total traffic conditions found that the site-generated trips do not impact the study intersection and that the study intersection will continue to operate at acceptable levels of service during the weekday a.m. and p.m. peak hours.
- The site accessed operate acceptably during the weekday a.m. and p.m. peak hours.
- The ACHD study roadway segment of Kuna Road, between Time Mile Road and Black Cat Road is projected to continue operating at acceptable levels of service.

Turn Lane Warrant Evaluation

- The turn lane analysis using ACHD procedures resulted in turn lane warrants at the following site access street:
  - Kuna Road & Black Cat Road: A westbound right-turn lane is warranted under existing conditions, 2022 background conditions, and 2022 total traffic conditions. Following are considerations with respect to this location:
    - The intersection could be converted to an all-way-stop controlled intersection which would operate at LOS A and LOS B without turn lanes and potentially reduce the number of angle crashes at the intersection.
    - A reduction in the posted speed is likely to occur in the future as development occurs around the intersection. If the posted speed were to be reduced in the future to 35 mph (currently posted 1 mile to the east) or 40 mph, a westbound right turn lane would not be warranted at the intersection under existing, 2022 background or total traffic conditions.
    - Site traffic is projected to be approximately 11 percent of the westbound traffic movement during the weekday p.m. peak hour. Note that warrants would not be met if the posted speed limit was 40 mph.
  - South Access & Kuna Road (Site Access B): Westbound right-turn lane is warranted. A sensitivity analysis found that a westbound right-turn lane is warranted in approximately year 2021 with the build-out of approximately 161 Madrone Heights housing units. Following are considerations with respect to this location:
    - A reduction in the posted speed is likely to occur in the future as development occurs around the intersection. If the posted speed were to be reduced in the future to 35 mph (currently posted 1 mile to the east) or 40 mph, a westbound right turn lane would not be warranted at the intersection under existing, 2022 background or total traffic conditions.

Site Access Evaluation

- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated.
  - Each site accesses provides at least 100 feet of roadway length without a property driveway and/or internal street interference.
- The intersection sight distance evaluation identified that intersection sight distance can be achieved at all the site access intersections with the following actions:

- Remove miscellaneous vegetation and shrubbery, and potential obstructions along Kuna Road as necessary to obtain and maintain adequate intersection sight distance.

- Site access along Kuna Road should match the existing grade of Kuna Road at the intersection.

- Shrubbery, weeds and landscaping near the internal intersections and site access points should be maintained to ensure adequate sight distance.

- If future widening occurs along Kuna Road, care should be taken to ensure adequate intersection sight distance is maintained.

- There are two proposed local street access points to the Madrone Heights Property, as well as a new collector street at the mid-mile along Kuna Road between Black Cat Road and Ten Mile Road. Additionally, there are two proposed stub street for connections to future developments. Following is a summary of each access with respect to ACHD Policy:

  - **New Collector Street & Kuna Road (Site Access A):** This access, a proposed collector, is located on Kuna Road approximately 2,660 feet, or approximately one-half mile, east of Black Cat Road and 2,640 feet west of Ten Mile Road. While the collector meets the spacing requirements between public streets, it does not meet spacing requirements with respect to existing driveways on Kuna Road. The access should be considered by ACHD for the following reasons:

    - The proposed collector is on the ACHD Master Street Map.

    - The proposed collector meets ACHD spacing requirements for a collector street, except for two existing driveways to residential homes on the north and south side of Kuna Road approximately 300 feet west of the collector street. Given the location of the driveways it is assumed that neither of the driveways could be moved to the mid-mile collector.

    - Without the collector street access, site-generated trips would increase the ADT at the south access on Kuna Road to over the ACHD 2,000 ADT threshold for a local street.

    - This access is proposed as a collector street and will only serve residential trips, as well as provide increased accessibility for emergency response vehicles and public services vehicles.

  - **South Access & Kuna Road (Site Access B):** This access, a proposed local street, accesses Kuna Road approximately 700 feet east of the proposed mid-mile collector and approximately 620 feet west of Yankee Rock Avenue. Therefore, the proposed

access does not meet the spacing requirement for Kuna Road. The access should be considered by ACHD for the following reasons:

- Without this access, the site would only have the collector street access, located on a minor arterial street, servicing 205 residential units, which is against ACHD requirements for a development of that size. The volume would remain under the ACHD policy of 3,000 ADT for a single access on a collector, but future development could increase the ADT above 3,000.
- This access is proposed as a local street and will only serve residential trips, as well as provide increased accessibility for emergency response vehicles and public services vehicles.
- The access will function acceptably as a full access with a westbound right-turn lane.

- **West Access & New Collector Street (Site Access C):** This access, a proposed local street, accesses the new collector street approximately 710 feet north Kuna Road. This access is proposed to be full access; however, most movements will consist of right-in and left-out movements because of its connection to Kuna Road via the new collector street. The access should be considered by ACHD for the following reasons:
  - The access meets ACHD local street spacing requirements for collector streets.
  - Without this access, the site would only have one access, located on a minor arterial street, servicing 205 residential units, which is against ACHD requirements for a development of that size.
  - This access is proposed as a local street and will only serve residential trips, as well as provide increased accessibility for emergency response vehicles and public services vehicles.
  - The access will function acceptably as a full access without turn lanes.
- **Stub Streets:** The two proposed stub streets access would connect to a future development north and east of the site. These proposed stub streets are based on the *ACHD Policy Manual, Section 7207.2.4.3,* "a stub street will be required to provide circulation or to provide access to adjoining properties." Presently, the timing of a future development tying into this stub street is unknown and is not anticipated to occur until sometime after full build-out of the Madrone Heights Property. The stub streets have the following benefits:
  - The stub street would provide future access to an adjoining property east of the site and therefore reduce the need for additional access routes to Kuna Road.

- The streets adhere to ACHD stub street requirements.
- The stub streets are not the primary access to the site, with limited trips into and out of the site.
- The stub streets would only serve residential trips, reducing vehicle miles traveled and increasing access for emergency response and city services.

RECOMMENDATIONS

Based on the report's analyses and evaluation findings, recommendations were developed accordingly. There were no recommended mitigations for existing year and background year conditions.

Existing Conditions

The following mitigation is recommended under existing traffic conditions.

Kuna Road & Black Cat Road

- Consider the following options based on warrants being met for the westbound right-turn lane under existing, background, and total traffic conditions:
  - Install a westbound right-turn lane if right-of-way is available.
  - Conduct a speed study for the westbound approach after completion of the build-out of the property to evaluate whether the posted speed should be reduced to 40 mph or 35 mph. This would alleviate the need for a westbound right-turn lane.
  - Consider conversion to and all-way-stop-controlled intersection from a two-way-stop-controlled intersection.
- The site's traffic is projected to be approximately 11 percent of the westbound traffic movement under year 2022 (full build-out) p.m. peak hour (most critical time period for the right-turn lane) traffic conditions.

Mitigations Needed for Madrone Heights Property

The following mitigations are recommended due to the inclusion of Madrone Heights Property's site generated trips.

Collector Road & Kuna Road

- Construct the new collector as proposed.

South Access & Kuna Road

- Construct a westbound right-turn lane with approximately 100 feet of vehicle storage. A sensitivity analysis found that a westbound right-turn lane would be warranted in approximately year 2021 with the build-out of 161 Madrone Heights units.
    - Alternatively, a speed limit reduction in front of the site from 50 mph to 40 mph or 35 mph (consistent with the Kuna Road corridor to the east) would result in the westbound right-turn lane warrant not being met.

Site Accesses

- With approval from ACHD, construct all accesses to the property to allow full access on the public street approaches with the following designations:
    - All local streets within the property should be constructed with one travel lane in each direction.
    - Site driveways with access to public streets should provide sufficient stacking distance for four vehicles (100 feet) to ensure acceptable operation and accommodate larger vehicles, including utility service and delivery vehicles.
    - Site accesses along Kuna Road should match the existing grade of Kuna Road at the intersection to ensure the best possible sight distance.
    - All accesses and internal streets should be designed to provide adequate intersection site distance. Shrubbery, weeds and landscaping near the intersection and site access point should be maintained to ensure adequate sight distance is maintained.

City of Kuna

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

P&Z Findings of Fact & Conclusions of Law

To: Planning and Zoning Commission (P & Z)

Case Numbers: 18-02-S (Pre Plat), and 18-18-DR (Design Review
Madrone Heights

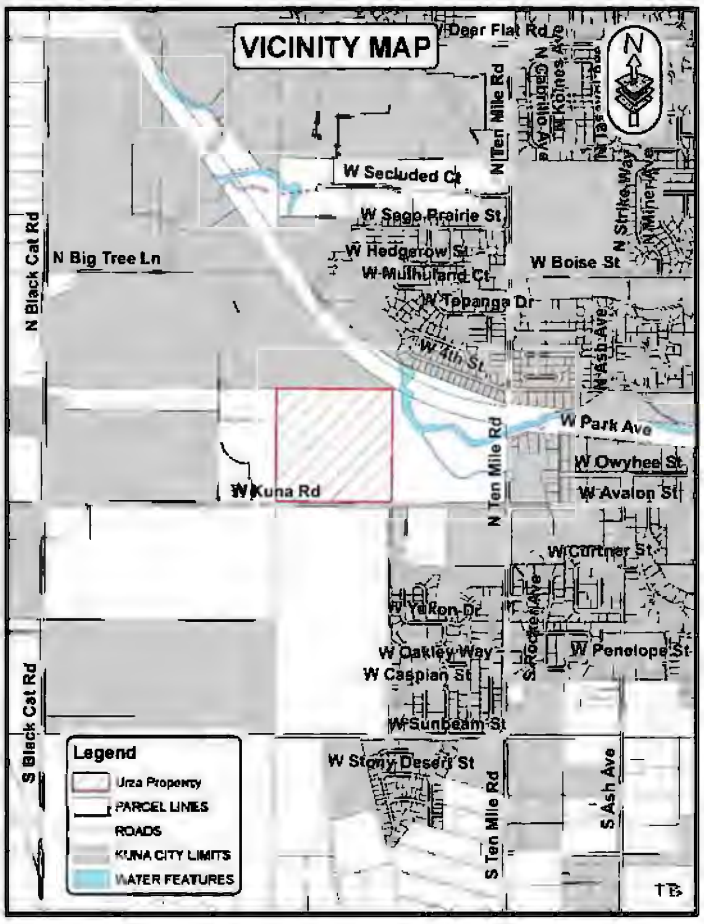
Location: Near the northwest corner of Ten Mile and Kuna Roads, Kuna, Idaho 83642

Planner: Troy Behunin, Planner III

Hearing Date: August 28 2018
Tabled Until: *September 11, 2018*
Findings of Fact: *September 25, 2018*

Engineer: KM Engineering
Kirsti Grabo
9233 W. State St,
Boise, ID 83714
208.639.6930
KGrabo@kmengllp.com

Owner: *N Star Farm, LLC*
Tim Eck
6152 W. Half Moon Ln.
Eagle, ID, 83616



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J. Findings of Fact
K. Comprehensive Plan Analysis
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M. Conclusions of Law
N. Recommended Conditions of Approval

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations 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	April 11, 2018 (seven persons attended)
ii.	Agency Comment Request	June 26, 2018
iii.	375' Property Owners Notice	August 16, 2018
iv.	Kuna, Melba Newspaper	August 1, 2018
v.	Site Posted	August 8, 2018

B. Applicant's Request:

On behalf of N Star Farm, LLC (the applicant), Kirsti Grabo with KM Engineering, requests approval to subdivide approximately 39.50 acres (previously zoned R-6) into 206 single home lots, an additional 27 common lots, and one shared driveway. A Design Review application for the landscaping for the 27 common lots accompanies this application. The address is 2030 W. Kuna Road, Kuna Idaho, and is located near the NWC of Ten Mile and Kuna Roads, in Section 22, T 2N, R 1W, APN #: S1322438400. This project is known as Madrone Heights Subdivision.

C. Aerial Map:

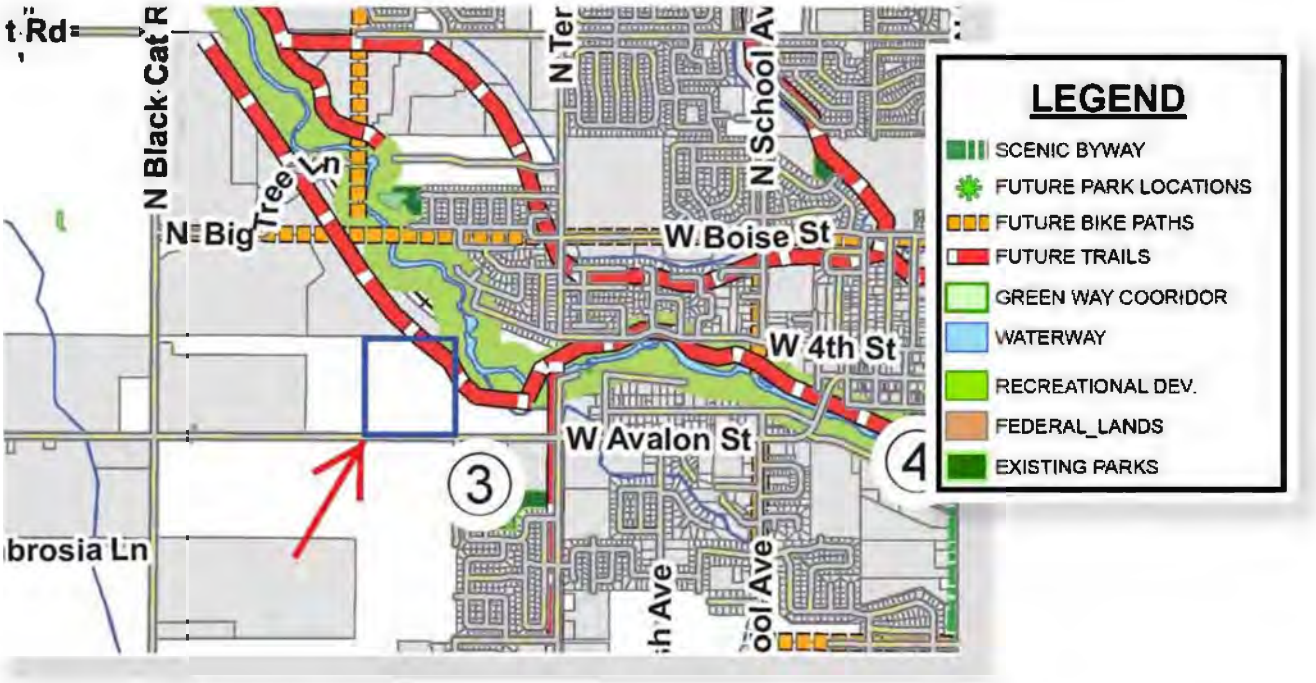
©Copyrighted

D. Site History:

This parcel is in the City of Kuna limits, with varying historical uses, ranging from residential to farming and is currently zoned R-6 (Medium Density Residential).

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The Comp Plan Map calls for Medium Density Residential for this parcel.
2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail near the NEC of the site, situated along Indian Creek. Accordingly, it is the City's goal and desire to increase the number of trails and pathways in Kuna. It is necessary for each parcel to develop trails and pathways along their frontages of creeks, canals and ditches to comply with the Master Plan's goals by either starting a pathway, or extending one in that area at time of development.



3. **Surrounding Land Uses:**

North	A	Agriculture – Kuna City
South	RUT	Rural Urban Transition – Ada County
East	RUT	Rural Urban Transition – Ada County
West	RR	Rural Residential – Ada County

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

Property Owner	**Parcel Size** (Approximately)	**Current Zone: (R-6)** Medium Density Resident	**Parcel Number**
N Star Farm, LLC	39.48 acres	R-6	S1322438400

5. **Services:**

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

6. **Existing Structures, Vegetation and Natural Features:**
The majority of this land is being used for agricultural purposes, a small part of the land was used for residential purposes (Approx. 1.5 ac.) Applicant anticipates that the land will continue the historic agricultural uses on the lands until development occurs. There are no outbuildings on site, or any other structures.

7. **Transportation / Connectivity:**
All access points will need to follow design standards according to City and ACHD (Ada County Highway Dist.) codes. Applicant proposes ingress/egress on Kuna Road near the middle of the site, and a new segment of a mid-mile collector on the west property line. In accordance with City Code, the applicant proposes two (2) additional connection to properties to the east and north for future connection. Current legal points of access being used at this time may remain until development requires a change.

8. **Environmental Issues:**
Beyond being within the nitrate priority area, staff is not aware of any environmental, health or safety conflicts.

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
   - Kuna City Engineer (Paul Stevens) – Exhibit B-1 [*This report will be late, due to his recent* hiring].
   - Ada County Highway District (ACHD – Austin Miller) – Exhibit B-2
   - Boise-Kuna Irrigation District (Lauren Boehlke) – Exhibit B-3
   - Cable One TV (Brett Pike) – Exhibit B-4
   - Community Planning Association of Southwest Idaho (COMPASS – Carl Miller) – Exhibit B-5

F. Staff Analysis:

The applicant previously annexed the land as part of the former Urza property application and now submits an application for preliminary plat and subdivision design review approvals and entitlements.

This parcel was annexed into Kuna City limits last spring with a R-6 (Medium Density) zoning. During the public hearings for said annexation there were certain density conditions approved by the Commission and City Council. Staff finds that this proposal conforms to the condition as outlined in the Findings of Fact and Conclusions of law.

All major public utilities are approximately 1,325 feet east, at Ten Mile and Kuna Roads. Applicant has been made aware that development of this parcel will require extension of, and connection to city services. Connection fees will be required for those utilities at time a building permit is issued. It is anticipated that development will require four phases for complete build-out. Staff concurs with ACHD's recommendation (for the north-south mid-mile collector on the west side of the project) for construction of the proposed mid-mile up to the north property line. Staff concurs that all required improvements shall be installed along with a barricade to be constructed and placed just beyond the W. Park Street intersection; if development has not occurred when phase four begins (ACHD Condition 9 in section D: Site Specific Conditions of Approval).

Staff has reviewed Kuna's Comprehensive Plan (Comp Plan), and found the Comp Plan encourages a variety of housing types for all income levels numerous times throughout the document. Pertinent sections of the Comp Plan that address housing types are included below, in Section K (Comp Plan Analysis) of this report. The City attempts to balance all housing types within the City. Staff would recommend that the applicant work with Kuna City, ACHD, and Kuna Rural Fire District (KRFD) to conform to each agency's requirements.

In the northeast corner of the site is a pocket park on lot 12, block 2. The Kuna Recreation and Pathway Map indicates a trail in this area. Staff recommends that the applicant provide a public easement for a future greenbelt/pathway to be built in the future by the H.O.A. if development occurs on the east or north. While this is a very small pinch point, it could become a pivotal piece in the future. Staff recommends that plantings be arranged so that a blockade is not formed accidentally.

This application includes a request for subdivision landscape design review. In the proposed landscape plans, the buffer on Kuna Road indicates incorrectly that one shade tree is *required every 100*'. Two shade trees are required per 100' (KCC 5-17-15). The plans also state that only 2 evergreen trees are required, however, three every 100' is the required amount. It appears that the shrub amount is correct. Staff recommends the applicant add two notes to the landscape plan for planting requirements, and submit an 11 X 17 for approval bearing the requested changes that are listed in the Recommended Conditions of Approval. Design Review for a subdivision monument was not applied for the project, however it will be required to place a monument sign at the entry(ies).

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan document; and forwards a recommendation of approval for Case No's 18-02-S and 18-18-DR subject to any conditions of approval outlined by Kuna's Commission and City Council.

G. Applicable Standards:

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

H. Procedural Background:

On September 11, 2018, the Planning and Zoning Commission considered the case, including the application, agency comments, staff's memo, the application exhibits and public testimony presented or given.

I. Factual Summary:

This parcel is located near the northwest corners of Ten Mile and Kuna Roads. The project consists of 39.48 (approx.) acres and is in Kuna City limits and zoned R-6 (Medium Density Residential). Applicant requests preliminary plat approval to subdivide said property in 206 homes, 27 common lots and one shared driveway. This parcel is adjacent to Kuna Road; a principle arterial.

J. Findings of Fact:

Based upon the record contained in Case No. 18-02-S, including the Comprehensive Plan, Kuna City Code, staff's memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends **approval** of the Findings of Fact and Conclusions of Law, and the conditions of approval for Case No. 18-02-S, a request for preliminary plat, and hereby **approves** Case No. 18-18-DR, a request for subdivision design review, by the applicant follows:

The Commission concludes that the applications comply with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC.

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

Comment: *The Kuna* Commission *held a public hearing on the subject applications on September 11, 2018, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

2. Based on the evidence contained in Case No. 18-02-S and 18-18-DR, this proposal **does** appear to *generally* comply with the Comprehensive Plan.

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

3. The Kuna Commission has the authority to recommend **approval** for the preliminary plat application, and the authority to **approve** the design review application.

Comment: *On* September 11, 2018*, the Commission voted to recommend **approval** for Case No.* 18-02-S*, and voted to approve Case No.* 18-18-DR.

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

Comment: *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on* September 11, 2018*.*

K. City Commissions Comprehensive Plan Analysis:

Commission determines the proposed preliminary plat and design review requests for the *site **are*** consistent with the following Comp Plan components:

Housing:

Residents expressed interest in a mix of residential type dwellings applications; including a variety of housing. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 Comprehensive Plan [CP]).

***Comment**: The Comp Plan provides for a mix of residential uses. This project has proposed a zone that provides an opportunity for a variety of densities, therefore it generally conforms to the Comp Plan goals and policies.*

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

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

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

Economic Development Goals and Objectives - Section 5 - Summary:

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

***Comment:** The Comp Plan encourages an adequate mix of housing for all income levels and calls for increasing pedestrian connections. The requested zoning for this project provides an opportunity for a number of additional housing types to Kuna's inventory and quality housing. At time of development, this project should be conditioned to add to the City's pedestrian network for non-motorized transportation, by proposing pathway connections for future development to connect to in the future.*

Land Use Goals and Objectives - Section 6 - Summary:

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

neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3, and Pg. 65 – 4.3 [CP]).

Comment: *The requested zoning provides an opportunity for quality housing opportunities and multiple housing varieties to the City's inventory for all types of lifestyles, ages and economic groups.*

Housing Goals and Objectives - Section 12 - Summary:
Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly development while discouraging development of land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).

Comment: *With the requested zoning, applicant proposes a future high quality development with a variety of dwelling types, densities, and price points for all income levels Kuna as encouraged by the Comp Plan. In the future, this project could add to the City's overall network of, utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and could avoid increased municipal services costs and sprawl.*

Community Design Goals and Objectives - Section 13 - Summary:
Strengthen Kuna's Image through good community and urban design principles that create well planned neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2 and 2.1[CP]).

Comment: *Applicant should be conditioned to offer good community and urban design principles through creation of greenspaces, add to the pedestrian pathway network and add to the City's sidewalk network. Applicant has proposed and shall improve classified roadways, which add to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). Applicant has proposed and should be conditioned to incorporate landscape buffers creating a sense of place for citizens. Applicant has proposed and should be conditioned to follow sound community design concepts and comply with the Comp Plan goals and help strengthen Kuna's image.*

L. Council's Idaho State Code Analysis:

1. **IC §67-6511 (2) C** requires that the Commission analyze the proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, ***or*** would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.

2. **IC §67-6513** provides that the City provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision.

3. Through discussions and comments submitted by public service providers, the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents.

M. P & Z Commission's Conclusions of Law:

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

1. The Commission feels the site ***is*** physically suitable for development in the future.

   Comment: *The 39.48 acre (approximate) proposal appears to be suitable for a subdivision, as proposed.*

2. The subdivision request ***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.*

3. The preliminary plat application ***is not*** likely to cause adverse public health problems.

   Comment: *As proposed, the preliminary plat generally complies with the Comp Plan. The project will connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

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

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

   Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services (existing and proposed) are suitable and adequate for this subdivision, or will be as conditioned.*

6. Based on the evidence contained in Case No's 18-02-S and 18-18-DR, Commission finds Case No. 18-02-S and 18-18-DR adequately comply with Kuna City Code.

7. Based on the evidence contained in Case No. 18-02-S and 18-18-DR, Commission finds Case No. 18-02-S and 18-18-DR generally comply with Kuna's Zoning Code.

N. Recommended Conditions of Approval:

18-02-S (Preliminary Plat), *Note*: *The proposed motion is to recommend approval, conditional approval, or denial for these requests to City Council. If the Commission wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

18-18-DR (Design Review), *Note: The proposed motion is to approve or deny the design review request. If the Planning and Zoning Commission wishes to approve or deny specific parts of the requests as detailed in the report, those changes must be specified.*

Based upon the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Commission, the applicant's presentation, public testimony and discussion during the September 11, 2018, public hearing, the Kuna

Commission votes to *recommend* ***approval*** for Case No. 18-02-S to Council, and votes to ***approve*** Case No. 18-18-DR, with the following conditions of approval:

Preliminary Play Specific Conditions:

- Applicant shall follow *conditions as outlined in the staff report with a revision to No. 13, a condition that the applicant shall provide a perimeter pathway around Lot 12, Block 2 (similar to the central park) in the northeast corner for future connectivity to the city greenbelt,*
- *Applicant shall install solid vinyl fencing across both stub streets at Park and Madrone Avenue to seal off the streets with the future signage as recommended in the ACHD report,*
- *Applicant shall install barricades north of the Park Street and Beadlily intersection to restrict access for the road to the north property line.*

Design Review Specific Conditions:

- *Applicant shall follow the conditions as outlined in the staff report*
- *Applicant shall install solid vinyl fencing across both stub streets at Park and Madrone Avenue,*
- *Applicant shall install barricades north of Park Street and along Beadlily,*
- *Applicant shall work with staff for the perimeter hardscaping and port and/or pathway for future access.*

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    a. The City Engineer shall approve the sewer hook-ups.
    b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
    e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
    2.1– With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).

8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage/monuments within/for the project shall comply with Kuna City Code and shall be approved through the design review process with all subdivisions.
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. Applicant shall add the following notes to the landscape plans and resubmit a PDF for Planning and Zoning approved plans, bearing the changes.
    11.1 – Landscape contractor shall remove *all* twine/ropes and burlap from root balls.
    11.2 – Landscape contractor shall remove the wire basket from the top 1/2 *(HALF)* of the root ball.
12. Applicant shall bring the landscape plans plant count into conformance with KCC 5-17-15 and resubmit a PDF for Planning and Zoning approved plans, bearing the changes.
13. Developer shall provide a perimeter pathway in Block 2 in the northwest corner for future connectivity to the city greenbelt
14. 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.
15. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
16. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 25TH day of SEPT., 2018.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:
Troy Behunin, Planner III,
Kuna Planning and Zoning Department

CITY OF KUNA
PLANNING & ZONING COMMISSION

MEETING MINUTES
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PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Commissioner Dana Hennis	X	Troy Behunin, Senior Planner	X
Commissioner Cathy Gealy	X	Jace Hellman, Planner II	X
Commissioner Stephen Damron	X	Sam Weiger, Planner I	X
Commissioner John Laraway	X		

6:00 pm – COMMISSION MEETING & PUBLIC HEARING

Chairman Young called the meeting to order at **6:00 pm.**

Call to Order and Roll Call

1. **CONSENT AGENDA**

a. Meeting Minutes for August 28, 2018.

Commissioner Damron Motions to approve the consent agenda; Commissioner Laraway Seconds, all aye and motion carried 3-0.

2. **NEW BUSINESS**

18-22-DR (Design Review) – Walnut Creek Town Homes; The applicant, Daniel B. Zillner, seeks Design Review approval from the Planning and Zoning Commission (acting as Design Review Committee) for five quadplex buildings, which includes 20 townhomes and landscaping, parking and lighting for two commercial lots. The sites are located on W Heartland Drive, Kuna, Idaho 83634 (APN# R3023310010 & R3023310220)

C/Young: The first item up on your public hearing is 18-22-DR, Design Review for the Walnut Creek Townhomes. **Jeff Hatch:** Jeff Hatch, Hatch Design Architecture, 2126 W State Street, Boise, ID 83703. We're requesting consideration for Design Review for the Walnut Creek Subdivision. These would be two parcels that are zoned appropriately for this use. We have included a sample of the material. As a wood look, it will be fairly durable. **C/Damron:** Are you guys the same owners of the 2553 and the 2575 lots too? The ones directly east? **Jeff Hatch:** No. **C/Laraway:** The townhomes that you're proposing, are they a part of the Gallano Subdivision, or is it part of a separate HOA? **Dan Zillner:** My name is Dan Zillner, and I live at 1277 W Oak Tree, which is just down the street from these two lots. Those two lots are part of the Gallano Estates, but they are exempt from the current HOA agreement. All of the guidelines that are laid out by the HOA, all of the building materials are well with them. **C/Laraway:** It is the same Gallano, but it will have a separate HOA? **Dan Zillner:** Yes. **C/Laraway:** Will it be maintained by one owner, or is it all going to be sold off? **Dan Zillner:** Maintained by one owner. **C/Young:** Commissioner Gealy has arrived at 6:07 PM. **Sam Weiger:** Chairman and Commissioners, for the record, Sam Weiger, Planner I, Kuna Planning and Zoning Staff, 751 West 4th Street. The application before you tonight is seeking approval for five townhome quadplex buildings, 20 townhome units, accompanied with landscaping, lighting, and parking within Galiano Subdivision. There are 50 total parking spaces with 20 garage spaces, 20 driveway spaces and 10 parking lot spaces. This exceeds the requirement of 1.5 spaces per unit. The applicant has provided a material sample board and a rock sample for the Commission. The applicant has agreed to work with J&M Sanitation and install trash enclosure gates on the outside ends of enclosure side walls. All enclosure gates shall open past 120 degrees. Applicant shall provide new trash enclosure details to city staff and to J&M Sanitation for approval. Staff forwards a recommendation of approval. With that I will stand for any questions you may have. **C/Damron:** The only concern that I had was the two lots to

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applicant will permit with the city to make any recommended modifications. Property owners within 300 feet of the property were notified, a notice was printed in the Kuna Melba News and the subject property was posted with a sign. Staff has determined that this application complies with Kuna City Code, the goals and objectives of the Kuna Comprehensive plan and Idaho State Code. Staff would forward a recommendation of approval. One side note, it is a three-car garage with the three parking stalls on the driveway. There is addition room for off-street parking, and that's on your site plan. It is listed under A-4-G, and there's some pages that show additional parking for people that come at different times. I will now stand for any questions. **C/Young**: I will open the public testimony at 6:34 and close it at 6:35. **C/Damron**: It is a nice large lot and a good play area. **C/Hennis**: It seems like it's been run well for the last 12 and a half years. **C/Gealy**: There is a need.

Commissioner Hennis motions to approve Case No. 18-10-SUP with the conditions as outlined in the staff report; Commissioner Gealy Seconds; Motion carried 4-0.

18-02-S (Preliminary Plat) & 18-18-DR (Design Review) – Madrone Heights Subdivision; On behalf of N Star Farm, LLC (the applicant), Kirsti Grabo with KM Engineering, requests approval to subdivide approximately 39.48 acres (previously zoned R-6) into 206 single home lots, an additional 27 common lots, and one shared driveway. Applicant has reserved the name Madrone Heights Subdivision. A Design Review application for the landscaping for the 27 common lots accompanies this application. The address is 2030 W. Kuna Road, Kuna Idaho, and is located near the NWC of Ten Mile and Kuna Roads, in Section 22, Township 2 North, Range 1 West, B.M. (APN #: S1322438400.)

Kevin McCarthy: Chairman and Commissioners, Kevin McCarthy, 9233 W State Street. I'm here on behalf of the Madrone Heights Subdivision. The property owner is Tim Eck, and he is here to answer any questions if necessary. Madrone Heights is approximately 40 acres. The property is located on the north side of Kuna Road with an R-6 zoning. It has a maximum density of 5.2 dwelling units per acre as approved by Planning and Zoning and City Council. The preliminary plat before you has 206 single-family lots, 27 common lots and one shared driveway. This makes a total of 234 lots. This layout reflects the gross density. It also includes approximately 3.4 acres of landscape open space which is located at the center of the project. It is proposed to have soccer fields and walking paths around it. That will improve connectivity throughout the project. We reviewed the staff report from the City of Kuna and Ada County Highway District had no comments. The conditions of approval have been listed. We appreciate working with the city staff on this project. **Troy Behunin**: Good evening Commissioners, Troy Behunin, Planner III, Kuna Planning and Zoning Staff. The preliminary plat is presented for your vote to recommend to the City Council for approval, conditional approval or denial. All notes have been followed for tonight's public hearing, in fact a courtesy notice was also sent out late last week. The courtesy notice was tabled at the last meeting to be heard tonight. The applicant does seek to subdivide approximately 39.5 acres into 206 single-family homes, 27 common lots and one shared driveway. This is in the city limits like Kevin McCarthy mentioned. The project does have significant front along Kuna Road, and it is near the northwest corner of Ten Mile Road and Kuna Road. This project has provided for a mid-mile collector, Beadlily I believe is what it's called. It is on the west side of the project. There is a considerable amount of landscape buffers and internal open spaces for recreational uses. Staff mentioned that the back-T tests were approved earlier this year. One condition of approval was that it would not exceed a certain density. Staff is here to tell you that the density that was required at time of annexation and zoning does conform to that. Staff agrees with ACHD and the applicant that the mid-mile collector shall be completed from Kuna Road all the way to the northern property line. As stated in the ACHD staff report, in their conditions of approval, they suggest that a barricade be placed on the north side of Beadlily and West Park Street. The reason for that is that the improvements that the developer is going to expand to have them put in are protected. It's actually put in already and available for any additional development either to the west or to the north. Staff supports the ACHD condition that they can put that barricade there. Staff also supports the proposed shared driveway in the subdivision. As I handed out in my presentation, the applicant has also submitted an updated landscape plan. This plan does comply with Kuna City

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Code 5-17-15. Originally the first submission was just a few trees and shrubs shy, but they provided that earlier today. This new one appears to conform with that code. The applicant is aware that they will be extending and be required to extend all city and public utilities at this site. It's anticipated there will be up to four phases for the project. The applicant has provided everything that we have asked for. With that staff can answer any questions you may have. We hope that it's a new chapter for the City of Kuna. **C/Young**: In the staff report in the conditions of approval, it's listed that there be easement in the northeast corner for a future pathway and for when properties in the north and east develop. It goes on to state that the HOA will be responsible for building that pathway when the development happens. Does the applicant need to build out the city required width for a future reminder rather than putting them on an HOA? **Troy Behunin**: That is something that this body could condition, but you may also ask the applicant to do that. The reason that staff included that is that was tucked in the northeast corner of this project against the creek. It was a pinch point between two properties. One of them is to the north, and it will likely develop and there is one to the west of the Deutsch property. It will probably be some time before that develops, just because of the many constraints that are on that site. We don't want to miss that opportunity to get the greenbelt in place. **C/Gealy**: Do you feel like that the new landscape plan addresses concerns about space available in that corner for that pathway? **Troy Behunin**: I did notice in that corner that the landscaping was pulled away from that corner where the master pathway map indicates that there is a recreational path. **C/Gealy**: What about the rest of the new landscape plan? **Troy Behunin**: It is significantly different from the original. Even if there is something missing, it will still be required because it needs to conform to Kuna City Code 5-17-15. If there is a discrepancy, we can handle that afterwards. **C/Hennis**: You said the Deutsch property is to the west? **Troy Behunin**: I did say to the west, I'm sorry. I meant to the east. **C/Hennis**: Also, has there been talk between staff and the applicant regarding the issue with the sewer. The issue is that there is not enough capacity in this R-6 that they recommend in an R-4. **Troy Behunin**: Actually, that was a very significant part of the discussion. At the public hearing for the annexation, this explained why they are limited to the 5.2. I spoke to Public Works Director Bob Bachman and Paul Stevens, and they agree that would not compromise the available capacity. They also believe that there are other solutions working to provide more sewer connections in the area over the next couple years. The number of 206 homes was not a concern to them. The recommendation from Mike Borzick was that it be zoned no more than an R-4 or less. That was their recommendation before the rezone. It was discussed at length at the public hearing for the annexation. **C/Hennis**: We have nothing that states that everyone is ok with the 5.2? **Troy Behunin**: They were at the meeting stating that they were ok with the 5.2. That was actually the number that was agreed on between council, the applicant and public works. **C/Laraway**: When he's talking about it being naïve to the city engineer, is the wastewater portion of it going to be sent to the ponds or are they connected to the Ten Mile? **Troy Behunin**: This one will actually be connected to the south Swan Falls plant. **C/Laraway**: Wasn't there talk about getting rid of those? **Troy Behunin**: I don't know. **C/Young**: We will open the public testimony at 6:50 and I have listed neutral to testify Kay Albers. **Kay Albers**: I live at 8165 McDermott Road. I know I live outside city limits, but I will be passing by this development several times a day, possibly. I can't imagine what the traffic is going to be like. One of my worries is being on the outside of the tracks, adding more homes and people for fire and emergency responders. We have had to have them deal with fires on the wheat fields and if the tracks are blocked, what do we do? A month ago, both tracks are blocked and fire trucks are blazing past the post office. My other concern is that living out in the country, I would hate to see our rural feeling disappear. I'm just wondering why the developers, instead of cramming five or six homes on an acre, can't give people the option of one-third of an acre or one-fourth of an acre. This would give us a rural feel that Kuna is known for, and we moved here 30 years ago. The other thing is the schools. All the homes in this subdivision are coming in, and our schools can't handle it. If you go to the schools and walk the halls to see how crowded they are, they have to do three sections for lunch. This is because they can't fit the kids into the lunchrooms at one time. Some of these kids are going to lunch at 10:30. My concern is slowing down and keeping out rural feeling. With 206 homes and 27 common lots, how many homes is that putting on an acre? **C/Young**: 5.2. **Kay Albers**: I noticed that there is no place for the kids to play in the backyards, not even room for a swing set or a fair-sized dog to roam around because the yards are so tiny. The picture shows the common lot right in the middle. All these children have to cross these streets to get to this common lot in this development. They need a place to play or roam. I would

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think the common lots would need to be more spread out in this subdivision instead of right in the middle where all the children cross the streets. I'm concerned about going from one entry to a two-lane road. **C/Young**: Next, I have listed Tim Gordon. **Tim Gordon**: I'm ok, thank you. **Tim Eck**: Good evening Commissioners, Tim Eck, 6152 W. Half Moon Lane, Eagle, Idaho. I am the applicant. These are all single-family detached lots. They all have the ability to be fenced, they all have private yards for their kids and their dogs. We do try to provide internal connectivity with the pathways. We centrally locate a larger amenity, which is the smaller pocket parks that aren't big enough to run your dog on. We have the ability to house two of these. Since the soccer fields turn the other direction, we'll house the larger soccer fields for the teenage groups. We want them to be able to have the outdoor activities. Soccer seems to be the hot sport today, so we've got a good amount of open space in it. For questions about the back corner, we're just barely touching it, nobody knows exactly what we're going to need there. We'll gladly from the road put a pathway out to the corner at the dead end, because there's nothing on either side of it. We don't know what will come there, but we can certainly improve a pathway if Planning and Zoning would like to see that. **C/Gealy**: I think the concern is more about the area for the pathway would be kept free, the cross-through pathway. **Tim Eck**: We left it open on the corner, and we left it open in the center. If time comes that the connecting pathway along the Indian Creek is constructed, there's a space for it. If that occurs, then we can easily put a connecting path from that road to that pathway. That's why we've got everything laid out the way that it is, to accommodate all that. We do anticipate building out about 4 phases. We prefer to construct Beadlily. One of the options that ACHD put forth was that we would road trust warrants. Then, what would we do with the landscape buffer? We don't know the road, I still have the landscape buffer between the fence and where the road would be. We have a landscape buffer that goes to leaves. At least this way, the road gets built with the contiguous phase. The road really isn't open for public use beyond the park. When the neighbors come on to our west or to our north, the north is stubbed to them ready to go. You take that money, 130 percent of their anticipated costs, put it in a road trust and it sits there for 10 years. If it's not used in 10 years, I get it back and the road doesn't get built. I'd rather get it built. That would be a request of ACHD, and staff agreed with stopping the road past Park Street. Policy requires a stop street over 150 feet has an emergency vehicle turnaround, but there's no reason for a firetruck to go down there. It's a dead-end road. It will be stopped off at Park, and we read into putting a turnaround out there. It's in the abyss, and it would be a dumping ground. We see that in all of our subdivisions. People think the most beautiful thing about a new subdivision is that they can back their trucks and dump all of their garbage. We haul truck loads for every subdivision, and at least a load is dumped in our plats. I will answer any questions you may have. **C/Hennis**: What size houses are you looking to build in here? **Tim Eck**: We think that this will be a continuation of the Desert Hawk Subdivision. I think there are 1800-2400 square foot homes out there. This is one of our smaller lot projects. We're trying to hit a little more affordable product out here. As you get closer to Meridian, everything gets more expensive. We've started putting bigger homes and bigger lots out there. As we move a little bit south, south of the tracks, we try to go a little bit tighter with smaller product. The smaller product has been very successful in the Crowman Subdivision. We just started the fourth phase of Desert Hawk, it's 30-32 lots. That's the end of it. We spend $18-20,000 on traffic studies. All recommendations for traffic study are rolled into the ACHD staff report. This includes improvements that are recommended by ACHD. This is an example of ones that are not warranted. It is not warranted by the subdivision and ACHD is putting it in, because we're close. **C/Damron**: You said you're putting up two soccer fields in that center section? Tim Eck: You can see that on this landscape plan, it's laid out. The soccer fields will be sized based on the age group. We have different sized soccer fields, smaller and larger fields. We'll put two of the smaller soccer fields vertically on this layout. The larger fields would be placed horizontally on this layout. **C/Damron**: If you've got soccer fields there, it's not just going to be the residents using it. You're going to have a lot of parking overflow in there that's going to block driveways. It will block driveways at other people's houses, which will cause problems. **Tim Eck**: This is not intended to be a public use, this is for the private community. It will be an HOA-owned park amenity. If they elect to chalk out soccer fields, then their kids can go play soccer. We're providing the capacity for the kids to play soccer or softball. We're not promoting a soccer field for hire. **C/Gealy**: I think you said there's a pathway around the park? **Tim Eck**: Yes, we'll put a pathway around it. You can see on the landscape plan that to the north there is a fairly wide landscape strip in the lots that have a pathway to the north segment. **C/Laraway**: Were you made aware

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of any concerns by first responders about getting over to this section? **Tim Eck**: No, they've all gotten notification of the plat, and they would actually respond to staff. **C/Gealy**: We were just given two letters from them that I haven't read yet. Have you had a chance to read them yet? **Tim Eck**: I did receive two today, and Mr. Deutsch's letter speaks about our stub street and his property. We talked about the fact that he runs cattle, and he's very close to being 100 percent accurate. We did discuss the fact about putting a contiguous fence around there, but that would have to meet ACHD and council approval. This is where out stub street meets his property. Normally we would stop our vinyl fence and put up a barricade that says this will be extended for the future. Then whatever fence he's strung up already would remain. What he's concerned about is that the stub street would promote ingress to his property. He doesn't feel that the three-rail barbed wire fence is going to slow down or stop him. We're seeing this done more and more where instead of putting a temporary fence and the barricades across there, you just run the vinyl fence straight across. The sign on it that says to be continued in the future. We're finding that doing this provided that it meets policy with ACHD and the City of Kuna. The other letter spoke about varying the power and building the streets. It talked about bringing utilities. **C/Gealy**: Mr. Chairman, I would like to moment to read the letters that we first received. **C/Young**: We will close the public testimony at 7:07. **C/Gealy**: I'm confused by the two greenbelt access points in Mr. Deutsch's letter. **C/Young**: I think what he's referring to is in the northeast corner of the Future Land Use Map. As things develop to the north and to the east. The city has planned another continuation of the greenbelt there. For this northeast tip, it just kisses that and there's a small 20 to 30-foot section lengthwise. This would enter on the east side and from the north. **C/Gealy**: Is he calling that two access points from the east and north? **C/Young**: That's what I'm getting out of the letter. Does that seem correct, Troy? **Troy Behunin**: Troy Behunin, Planning and Zoning Staff. What Mr. Deutsch is talking about is concerning the two access points on the greenbelt out of the north boundary of the subdivision. He's talking about the two that aren't even on his property. He's talking about the one for this subdivision. It says Tim Gordon, so I'm guessing that is going into Tim Gordon's property. He's talking about offsite greenbelt access. I don't know why he's referring to them as two different ones. **C/Laraway**: Just for clarification about Mr. Gordon's property. Is this directly to the north, behind this property? **Troy Behunin**: Correct. He has a little 30-foot property line that actually overlaps the property boundary between Madrone Heights and Dick Deutsch. **C/Gealy**: His concern is that they need to maintain a barrier between people from this subdivision to keep them from wandering into the site? **Troy Behunin**: He doesn't explain that very well, it's about access to his property. He does say that we can't talk about that, because they do not adjoin our property. He's got concerns that are actually off of his property. It sounds like he needs to talk with Mr. Gordon, and I know that Tim Eck, the developer of Madrone Heights, has had a number of discussions. I think that Mr. Eck and Mr. Deutsch see eye to eye on everything. At least from what I've heard, I think he submitted this letter just to get on record. His suggestion would be to put that vinyl fence. That was the main thrust. **C/Laraway**: Earlier, we've heard a couple times that the facility director said R-4, and people said that it was discussed at the city council meeting. What was agreed upon? Troy Behunin: R-6 is what was agreed upon with the 5.2 dwelling units. R-6 actually allows six units per acre, but he's not interested in six units per acre. The developer is interested in the dimensional standards of the R-6. As you can see, he's actually below that by a pretty good chunk. **C/Gealy**: Could I ask for your opinion about the solid vinyl fence across the stub street? **Troy Behunin**: I have no opinion. As long as it says that it's blocked off and to be continued for future development, as ACHD requires, then staff has no opinion whether it's all the way across or not. **C/Gealy**: Would it be a violation of the city code to put a solid fence across there? **Troy Behunin**: They're not blocking off any of the road, it's either at the edge of road of just beyond the edge of road. **C/Gealy**: Would staff object if that was a condition? **Troy Behunin**: No. **C/Young**: I think the overall layout and access points are good. There are two access points off of Kuna Road. I think that helps with accessing the back end. As things develop, there will be other additional things to enter. **C/Hennis**: As Stephen said, I'm still concerned with parking for any usage of that park. There's just nothing there. The streets are fairly narrow. You've got a lot of people crammed into a little place. **C/Damron**: I also have concerns with, and I've addressed this before, what point in the city we start building a fire station on this side of the tracks. How many houses have to go in before we need this public safety. Wendy Howell: The city doesn't have any say in when and if they do, we would support one if they choose to do that. **C/Damron**: Is that up to the fire district? **Wendy Howell**: Yes. They are a separate taxing entity. **C/Hennis**: Did they have any

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response to this application? **Troy Behunin**: No, they did not. However, the silver lining is that they just implemented a rural fire district impact fee. This subdivision would be subject to that. **C/Damron**: Knowing fire districts, that impact fee usually goes to the district. It still doesn't show us that they're looking towards the south station. When those tracks are blocked, there is no access. We all know that fire burns rapidly and EMS calls and they're not there and people die. I'm real concerned with those aspects as we build through there. **Wendy Howell**: They are working with the Pulse Point app, and that may help with some of those issues for the emergency if it's a heart attack for example. You might want to get a hold of the fire district to chat with them about that program that they're doing. **C/Damron**: Do you have any other information besides that? Being a former paramedic, an app doesn't save people's lives. **Wendy Howell**: No, but it will get someone close to it that will sign up for it and can help. **C/Damron**: They are looking at first responder notification, so they'll be able to get there first. **Wendy Howell**: Correct. They have told me verbally that the rail has been only minimally been an issue for them. If it's a big emergency, they'll just go around to another route. I know that it makes it longer, I realize that. That's what I've been told verbally. They do have to have a capital improvement plan for their impact fees. That plan is what you could potentially review to see what they planned for the impact fees to go towards. **Troy Behunin**: I know that Commissioner Hennis had a concern just a moment ago about the park and parking. The streets are actually to Kuna City standards. Staff has actually had discussions with the developer about the soccer fields that are shown on there. The discussions were about how large they are. You may have missed it, but in his testimony, he said that if the HOA wants to chalk out soccer fields, then they can. That's really just an illustration of the size. If you ask most people how large an acre of ground is, they think that half of an acre is a full acre. People understand soccer field sizes for whatever reason, so it's just an illustration. **C/Hennis**: I understand that, but it's still going to be usage of the park. Considering you've got a lot of houses here, not all of them are going to track from the outside corner all the way out there. I was concerned a little bit more on the park. **Troy Behunin**: Traditionally speaking, with a centrally located park like this, there might be a few people that do drive. I believe I ran a measuring tool on there, and most people are going to walk less than 600 feet to get there. It's not a public park so the outside influence shouldn't be there. **C/Young**: Do we like the idea of extending Beadlily all the way to the north boundary? Do we want to install a barricade at that point, having that built out with this development? Without having to worry about if development isn't happening to the north right away, this development still gets taken care of. The barricade will keep people from the rear of the subdivision. I like the idea of extending the vinyl fencing on the east boundary from West Park Street with the Ada County signage on there. The road is going to terminate there one way or another until something develops. It could be ten years, it could be never. If the fencing's in place, I think that helps address the neighbor's concerns to the east. It doesn't affect anything. **C/Hennis**: What about the one to the north, though? Don't the cattle graze across here? I think it would have to cross both. **C/Young**: To keep consistency. **C/Gealy**: This street here, the Beadlily, that will be constructed to a full width, correct? Or is it half of a width? **C/Young**: They'll develop a street with the curb and gutter along the side they develop. The curb and gutter on the other side will be developed. Yes, full width. **C/Gealy**: Are you suggesting that they build the whole road? **C/Young**: I recommend they build it as shown in this plan and barricade it. **C/Gealy**: This would be so they don't have to build the turnaround for emergency vehicles. My only other concern I still have is with the northeast corner. I know it's all in the future and it has to align a certain way. As far as the future pathway or future greenbelt, I have a hard time saying in the future that the HOA is going to pay for something. It's either a parks improvement or something the developer should have done. We can have that easement off of the pathway, but I don't know what the verbiage would be. **C/Gealy**: It would seem that at this point, given the concerns about the stub streets there would be this same concern about open streets in the corner. It would need to be fenced in. **C/Young**: I think that it is fenced in. The concern is in the future when the north property develops, and again that northeast corner barely touches it. I'd like to see the developer do something now, rather than put those on the HOA to build out this little strip. The staff report right now indicates that the onus would be on the HOA in the future to do that. **C/Hennis**: One other way to do it is to specify something and in the future simply connect what's there. First in, first to determine it. **C/Young**: That's where I'm at. The corners would have to align that in the future. **C/Hennis**: Well just imagine something like a concrete pad back there that would allow some amenities to go in. People would picnic or something there, and there would be something in the corner

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for any pathways that would come in. You've got a half moon or half circle right there. You give them a corner of concrete and fence either side so they can bring the path in so they connect either way. **C/Young**: There's an easement here that also has to be a part of that. If we don't have a defined pathway now, then that concrete will be over that easement. It would have to get tore up in the future as things change. **C/Hennis**: Well, I think you're going to have a hard time tying the cart on the horse here. My only suggestion is to put something else here, but beyond that I don't know what it's going to look like down the road. **C/Gealy**: I agree that if we require them to construct something there and then drive that pathway at either side. It does seem premature to do that. They're holding the space open, and they're requiring it to be constructed at a future date. **C/Young**: By the HOA? That's where my hang-up is. Right now, the verbiage is that the residents will pay for that. Is there some contingency in the HOA that there's money set aside for that? Do they just get a surprise bill in the mail that says you have to spend $10,000 to get a pathway there? **C/Hennis**: That's true, but I don't think you're going to be in the realm of $10,000. I think they'll be more around $2,000. **C/Laraway**: Am I missing something, are we suggesting that the path either be built by the developer or the HOA? Does the path have to be paved, or can it be a gravel material designated as a path? **C/Young**: In the future would the pathway along that side of the greenbelt be intended to be an asphalt pathway? **Troy Behunin**: For the record, Troy Behunin. There's a high likelihood that at some point, there might need to be some kind of ACHD stormwater pond. For that little pocket park, it will be a small one. Why don't you condition that they work with staff to provide some kind of walk way? It would be an easy way to meld what they would put in with a future path in the future. They likely might put a walkway around the outside edge of that lot, so that people could walk around much like that one in the center. In the future, it would be really easy to either add to it or to extend it just a little bit so that it is included. Because this is a master path or plan, there is no definitive location that it goes. In the event that it does happen, there's something working in place that could accommodate something like that. **C/Damron**: What would the size of that storm drainage pond be? **Troy Behunin**: No more that 2-3 feet deep. The only was to know that is to go all the way through engineering. **C/Gealy**: I think the concern is that at some point we're going to have some kind of pathway connectivity through there. We're trying to figure out how to get the developer to pay for it, rather than the homeowners and the city. **Troy Behunin**: That's what the developer is suggesting. He will put a walkway in around the outside edge of that entire property. This would circle the property. In the event that Mr. Deutsch's and Mr. Gordon's property develops in this point, then there would be something to connect to a lot closer to a path than just grass. Somebody might have to expend a few more dollars to connect to it, but we can work with the developer. **C/Gealy**: The other landowners and the city would be able to resolve any issues. **Troy Behunin**: We can work with them to get it so close to that corner that it's very minimal. We're talking hundreds of dollars, not thousands of dollars. **C/Young**: This would alleviate the language in the staff report. **Troy Behunin**: You can strike that completely and say that you want to condition or read this instead. **C/Damron**: Is Beverly an existing road or just a farm access only? **Troy Behunin**: There are no roads at all existing on this property. The developer just reminded me that likely if there is subservice drainage needed, the naked eye won't see it. It would just be flat grass, not a pond. **C/Laraway**: I'm assuming the developer solved our problem if he's going to put the sidewalk around the property at the considered path.

Commissioner Hennis recommends approval for Case No. 18-02-S with the conditions as outlined in the staff report and a revision to No. 13, a condition that the applicant shall provide a perimeter pathway in Block 2 in the northwest corner for future connectivity to the city greenbelt, a condition that the applicant shall install solid vinyl fencing across both stub streets at Park and Madrone Avenue to seal off the streets with the future signage as recommended in the ACHD report, and a condition that the applicant shall install barricades north of Park Street and along Beadlily to restrict access for the road to the north. Commissioner Laraway Seconds; Motion carried 4-0.

Commissioner Hennis motions to approve 18-18-DR with the conditions as outlined in the staff report, a condition that the applicant shall install solid vinyl fencing across both stub streets at Park and Madrone Avenue; a condition that the applicant shall install barricades north of Park Street and along Beadlily; and a condition that the applicant

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shall work with staff for the perimeter hardscaping and port and/or pathway for future access; Commissioner Gealy Seconds; Motion carried 4-0.

4. **COMMISSION REPORTS**

5. **ADJOURNMENT**

Commissioner Hennis motions to adjourn; Commissioner Laraway Seconds, all aye and motion carried 4-0.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Wendy I. Howell, Planning and Zoning Director
Kuna Planning and Zoning Department

CITY OF KUNA

State of Idaho

Proclamation

Idaho Career Development Month

WHEREAS, comprehensive career development support is vital to provide career exploration, planning, education and work-based learning solutions for all Idaho citizens regardless of age, race, gender or ability level; and

WHEREAS, career development services contribute to Idaho's economic prosperity by preparing youth to enter the workforce and helping workers across the state to pursue career advancement opportunities; and

WHEREAS, state agencies and local municipalities are creating career readiness and workforce opportunities for Idaho citizens including the Department of Labor, Vocational Rehabilitation, the Workforce Development Council and the Office of the Governor of Idaho; and

WHEREAS, Idaho educators at primary, secondary and postsecondary schools, the State Board of Education, State Department of Education and Career-Technical Education are dedicated to providing the information, training and professional development necessary to create a skilled Idaho workforce; and

WHEREAS, community organizations are working to support career development in Idaho, including the Idaho Career Development Association, Idaho Counseling Association, Idaho School Counselors Association, Idaho Business for Education and the Treasure Valley Education Partnership; and

WHEREAS, career development, education and readiness opportunities are imperative to help Idaho businesses fill current and future jobs with a robust pipeline of skilled talent;

NOW, THEREFORE, BE IT RESOLVED that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby proclaim November 2018 as Idaho Career Development Month in the City of Kuna/Ada County, State of Idaho.

IN WITNESS WHEREOF,
I set my hand on this the 7th day of November
in the year of two thousand and eighteen.

_____

Joe L. Stear
Mayor of Kuna, Idaho

To: Mayor Stear and Members of the Kuna City Council

CC: Ariana Welker, Chris Engels, City Attorney, Chief Jon McDaniel, Jennifer Abrao

From: Anne Wescott, Galena Consulting

Date: October 6, 2018

Re: Impact Fee Analysis for the Kuna Police Department

The City of Kuna retained my services to prepare an impact fee analysis as required by State law in order to provide information necessary for the City to consider the adoption of police impact fees.

The attached Impact Fee Report follows the requirements set forth by the State Statute governing impact fees. The volunteer Development Impact Fee Advisory Committee met on August 14th and September 25th, providing input and advice on data points critical to the impact fee calculation including land use/growth projections; existing capital assets; existing service levels; existing capacity and/or deficiencies; capital infrastructure needed to support projected growth; and the proportional share of each growth-related capital item.

The members of the Advisory Committee have recommended that the City Council consider adopting the police impact fees as set forth in this report with the following requests:

- The City Council is encouraged to consider the adoption of these fees by the end of 2018 if possible to avoid the loss of impact fee revenue from current development;
- The Advisory Committee requests to meet in one year's time to conduct a complete review of assumptions about projected growth and construction costs; and
- The Advisory Committee requests that the City of Kuna keep track of and report on the number of new housing units and the amount of non-residential square feet of construction being approved by the City at the annual meeting to better support future growth projections.

I look forward to meeting with you to discuss this report.

DRAFT REPORT

October 8, 2018

City of Kuna Police Department Impact Fee Study and Capital Improvement Plan

Prepared By

Galena Consulting
Anne Wescott
1925 North Montclair Drive
Boise, ID 83702

DRAFT

Section I. Introduction

This report regarding impact fees for the Kuna Police Department is organized into the following sections:

- An overview of the report's background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

Background and Objectives

The Kuna Police Department hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the Department's demographic data and infrastructure costs before credit adjustment; calculates the Department's monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as "… a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development."[1]

Purpose of impact fees. The Impact Fee Act includes the legislative finding that "… an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho."[2]

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.[3] Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;[4]

- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;[5]

- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;[6]

- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.[7]

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);[8]

- Identification of all existing public facilities;

- Determination of a standardized measure (or service unit) of consumption of public facilities;

- Identification of the current level of service that existing public facilities provide;

- Identification of the deficiencies in the existing public facilities;

- Forecast of residential and nonresidential growth;[9]

- Identification of the growth-related portion of the Department's Capital Improvement Plan;[10]

- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;[11]

- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;[12]

- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;[13] and

- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.[14]

How should fees be calculated? State law requires the City of Kuna to implement the Capital Improvement Plan methodology to calculate impact fees. The City can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the City to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.[15] Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.[17] Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a "proportionate share" of the cost of public facilities to serve that new growth. "Proportionate share" is defined as ". . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project."[19] Practically, this concept requires the Department to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are "earmarked" to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be "reasonable and fair." Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the Department to growth-related system improvements; and
- All other available sources of funding such system improvements.[20]

Through data analysis and interviews with the Department, Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2018 to 2028. This is consistent with the Impact Fee Act.[21] Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is "a standard measure of consumption, use, generation or discharge attributable to an individual unit[22] of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement."[23] The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.[24]

- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a "conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial."[25] In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to ". . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years."[26] The impact fee study team recommends a 10-year time period based on the Department's best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.[27] Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.[28] The total cost of improvements over the 10 years is referred to as the "CIP Value" throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the Department includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the Department to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the Kuna Police Department?** This includes the number of residents as well as residential and nonresidential land uses.

2. **What is the current level of service provided by the Kuna Police Department?** Since an important purpose of impact fees is to help the Department *achieve* its planned level of service[29], it is necessary to know the levels of service it is currently providing to the community.

3. **What current assets allow the Kuna Police Department to provide this level of service?** This provides a current inventory of assets used by the Department, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the Department's current assets.

4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the Department's current assets' total value is needed to serve current residential households and nonresidential square feet?

5. **What future growth is expected in the City of Kuna?** How many new residential households and nonresidential square footage will the Department serve over the CIP period?

6. **What new infrastructure is required to serve future growth?** For example, how much station square footage will be needed by the Kuna Police Department within the next ten years to accommodate the number of officers necessary to achieve the planned level of service of the Department?[30]

7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the Department. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the Department**.** In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

"GRUM" Analysis

In the Department, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the Department invests in capital projects, the study team conducted a "GRUM" analysis on all projects listed in each CIP:

- **Growth.** The "G" in GRUM stands for growth. To determine if a project is solely related to growth, we ask "Is this project designed to maintain the current level of service as growth occurs?" and "Would the Department still need this capital project if it weren't growing at all?" "G" projects are only necessary to maintain the Department's current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.

- **Repair & Replacement.** The "R" in GRUM stands for repair and replacement. We ask, "Is this project related only to fixing existing infrastructure?" and "Would the Department still need it if it weren't growing at all?" "R" projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

- **Upgrade.** The "U" in GRUM stands for upgrade. We ask, "Would this project improve the Department's current level of service?" and "Would the Department still do it even if it weren't growing at all?" "U" projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

- **Mixed.** The "M" in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. "M" projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be "mixed," with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The Department will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section III of this report.

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[1] *See* Section 67-8203(9), Idaho Code. "System improvements" are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. *See* Sections 67-8203(3), (24) and (28), Idaho Code.

[2] *See* Section 67-8202, Idaho Code.

[3] As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of "rough proportionality." Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. *See Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. Department of Tigard*, 512 U.S. 374 (1994).

[4] *See* Sections 67-8202(4) and 67-8203(29), Idaho Code.

[5] *See* Section 67-8210(4), Idaho Code.

[6] *See* Sections 67-8204(1) and 67-8207, Idaho Code.

[7] *See* Section 67-8210(1), Idaho Code

[8]

See Section 67-8205, Idaho Code.

[9] *See* Section 67-8206(2), Idaho Code.

[10] *See* Section 67-8208, Idaho Code.

[11] *See* Section 67-8207, Idaho Code.

[12] *See* Sections 67-8209 and 67-8210, Idaho Code.

[13] *See* Section 67-8208, Idaho Code.

[14] *See* Sections 67-8204 and 67-8206, Idaho Code.

[15] As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the Department's current level of service by quantifying the Department's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

[17] *See* Section 67-8208, Idaho Code.

[19] *See* Section 67-8203(23), Idaho Code.

[20] *See* Section 67-8207, Idaho Code.

[21] The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. *See* Sections 67-8204(16), 67-8208(1(f) and 67-8208(1)(g), Idaho Code.

[22] *See* Section 67-8203(27), Idaho Code.

[23] *See* Section 67-8203(27), Idaho Code.

[24] The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

[25] *See* Section 67-8208(1)(e), Idaho Code.

[26] *See* Section 67-8208(1)(h).

[27] This assumes the planned levels of service do not exceed the current levels of service.

[28] The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. *See* Sections 67- 8203(28) and 50-1703, Idaho Code.

[29] This assumes that the planned level of service does not exceed the current level of service.

[30] This assumes the planned level of service does not exceed the current level of service.

Section II.
Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2018 through 2028 for the Department. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Kuna, regional real estate market reports, interviews with developers and recommendations from Department Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the Department's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The following Exhibit II-1 presents the current and estimated future population for the Department.

Exhibit II-1.
Current and Future Population - Kuna Police Department

	2018	2028	Net Increase	Percent Increase
Population	24,000	40,000	16,000	67%

Over the next ten years, COMPASS models indicate the Department to grow by approximately 16,000 people, or at an annual growth rate of 6.7 percent. Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the Department.

Exhibit II-2.
Current and Future Land Uses, Kuna Police Department

	2018	2028	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	24,000	40,000	16,000		
Residential (in units)	7,500	12,500	5,000	10,000,000	92%
Nonresidential (in square feet)	400,000	1,250,000	850,000	850,000	8%
Total				10,850,000	100%

As shown above, the Kuna Police Department is expected to grow by approximately 5,000 residential units and 850,000 nonresidential square feet over the next ten years. Ninety-two percent of this growth is attributable to residential land uses, while the remaining eight percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the Department.

Section III.
Impact Fee Calculation

In this section, we calculate impact fees for the Kuna Police Department according to the seven - question method outlined in Section I of this report.

1. **Who is currently served by the Kuna Police Department?**

As shown in Exhibit II-2, the Department currently serves 7,500 residential units and approximately 400,000 square feet of nonresidential land use.

2. **What is the current level of service provided by the Kuna Police Department?**

The Kuna Police Department provides a level of service of .72 officers per 1,000 population. As the population of the Department grows, additional infrastructure and equipment will be needed to sustain this level of service.

3. **What current assets allow the Kuna Police Department to provide this level of service?**

The following Exhibit III-1 displays the current assets of the Kuna Police Department.

Exhibit III-1.
Current Assets—Kuna Police Department

Type of Capital Asset		Replacement Value
Facilities		
Police Station - 2,700 sf	$	810,000
Total Assets	$	810,000
Plus Cost of Fee-Related Research		
Impact Fee Study	$	6,000
Grand Total	**$**	**816,000**

As shown above, the Department currently owns approximately $816,000 of eligible current assets. These assets are used to provide the Department's current level of service.

4. **What is the current investment per residential unit and nonresidential square foot?**

The Kuna Police Department has already invested $106 per residential unit and $0.05 per nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the Department's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. **What future growth is expected in the City of Kuna?**

As shown in Exhibit II-2, the City of Kuna is expected to grow by approximately 5,000 residential units and 850,000 square feet of nonresidential land use over the next ten years.

6. **What new infrastructure is required to serve future growth?**

The following Exhibit III-2 displays the capital improvements planned for purchase by the Kuna Police Department over the next ten years.

Exhibit III-2.
Kuna Police Department CIP 2019 to 2028

Type of Capital Infrastructure	Square Feet	CIP Value	*times*	Growth Portion	*equals*	Amount to Include in Fees	Amount from Other Sources
Facilities							
Police Facility - current staffing level 17 officers	3,450	$690,000		0%		$0	$690,000
Police Facility - increase in service level 11 officers	2,250	$450,000		0%		$0	$450,000
Police Facility - growth related 12 officers	2,400	$480,000		100%		$480,000	$0
Total Infrastructure		$1,620,000				$480,000	**$1,140,000**
Plus Cost of Fee-Related Research							
Impact Fee Study		$6,000		100%		$6,000	
Grand Total		**$1,626,000**				**$486,000**	

As shown above, the Department plans to purchase approximately $1.6 million in capital improvements over the next ten years, $480,000 of which is impact fee eligible.

In order to continue the current level of service over the next 10 years, the City will need to hire 12 additional officers and related staff to meet the current service level of .72 officers per 1,000. Based on the current ratio of station square footage per officer, housing these growth-related officers will require approximately 2,400 additional square feet.

The City has communicated its intention to increase the level of police service to 1.0 officers per 1,000 population, which would require an additional 11 officers over and above the 12 additional growth-related officers. Housing these 11 officers and related staff would require 2,250 square feet, none of which is impact fee eligible as it is related to an increase in the level of service. The City will have to allocate funds from other revenue sources to pay for this expense.

In anticipation of the need to house these additional 23 officers within the next 10 years, the Police Department is in discussions with the Kuna School District to potentially build a new police station, co-located with District offices. Doing so would require housing the City's existing 17 officers and related staff, as well as accommodating for future capacity beyond 2028 or additional space needs. These needs would require approximately 3,450 square feet.

Total space needs to accommodate the growing Kuna Police Department over the next 10 years equal approximately 7,000 square feet. At a conservatively estimated cost of $200 per square foot, this facility would cost $1,620,000. The City is not obligated to build a 7,000 square foot facility. It may choose to accommodate each of the three space needs – replacement, increased level of service, and growth – in different ways. Only $480,000 of any facility may be funded with impact fees.

7. **What impact fee is required to pay for the new capital improvements?**

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Kuna Police Department.

Exhibit III-3.
DRAFT Impact Fee Calculation, Kuna Police Department

Amount to Include in Impact Fee Calculation		$486,000
Percentage of Future Growth		
Residential		92%
Non Residential		8%
Amount Attributable to Future Growth		
Residential	$	447,926
Non Residential	$	38,074
Future Growth 2017-2026		
Residential (per unit)		5,000
Non Residential (per square foot)		850,000
Impact Fee		
Residential (per unit)	$	90
Non Residential (per square foot)	$	0.04

As shown above, we have calculated impact fees for the Kuna Police Department at $90 per residential unit and $0.04 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the Department have already invested $106 per residential unit and $0.05 per nonresidential square foot in the capital inventory necessary to provide today's level of service.

The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

Because not all the capital improvements listed in the CIP are 100 percent growth-related, the Department would assume the responsibility of paying for those capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The Department can choose not to fund these capital improvements.

Section IV.
Fee Analysis and Administrative Recommendations

A comparison of the calculated Police impact fee to Police impact fees being assessed by Meridian, Caldwell, Boise and Nampa is provided in Exhibit IV-1:

Exhibit IV-1.
DRAFT Impact Fee Comparison - Police

FOR DISCUSSION PURPOSES ONLY

	City of Kuna	City of Meridian	City of Caldwell	City of Boise	City of Nampa	City of Star	City of Middleton	City of Eagle
Police	DRAFT	being updated			DRAFT			
per Residential Unit	$ 90	$ 223	$ 116	$ 237	$ 359	$ -	$ -	$ -
per Non-Residential sf	$ 0.04	$ 0.12	$ 0.02	$ 0.20	$ 0	$ -	$ -	$ -

The calculated impact fee for the Kuna Police Department is lower than all Police impact fees currently being assessed in Ada or Canyon counties.

Each of the comparison cities also assesses fire and parks impact fees. A comparison of the City of Kuna's fire and parks fees to fire and parks fees of these other jurisdictions is provided in Exhibit IV-2:

Exhibit IV-2.
DRAFT Impact Fee Comparison – Fire and Parks

FOR DISCUSSION PURPOSES ONLY

	City of Kuna	City of Meridian	City of Caldwell	City of Boise	City of Nampa	City of Star	City of Middleton	City of Eagle
Fire								
per Residential Unit	$ 701	$ 681	$ 568	$ 511	$ 560	$ 809	$ 819	$ 677
per Non-Residential sf	$ 0.35	$ 0.35	$ 0.10	$ 0.27	$ 0.31	$ 0.38	$ 0.41	$ 0.29
Parks								
per residential unit	$ 983	$ 1,113	$ 925	$ 1,390	$ 1,699	$ 2,050	$ 1,963	$ 1,333
TOTAL								
per Residential Unit	$ 1,774	$ 2,017	$ 1,609	$ 2,138	$ 2,618	$ 2,859	$ 2,782	$ 2,010
per Non-Residential sf	$ 0.39	$ 0.47	$ 0.12	$ 0.47	$ 0.52	$ 0.38	$ 0.41	$ 0.29

Some communities express concern that impact fees will stifle growth. Empirical data indicates this is not the case. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

On the positive side, an impact fee program will enable the Department to plan for growth without decreasing its service levels which can decrease buyer satisfaction. It will also allow the Department to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

Implementation Recommendations

The following implementation recommendations should be considered:

Capital Improvements Plan. The City should formally adopt this Capital Improvement Plan subject to the procedures of the Local Land Use Planning Act (LLUPA).

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, the City should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise City and Department staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the Department assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the Department receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the Department's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the Department will either credit the donor or reimburse the donor for that portion of the impact fee.

Credit / reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.[37] This prevents "double dipping" by the Department.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the Department aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.[38]

Impact fee accounting. The Department should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The Department should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed,* impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected *to partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The Department is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the Department invests in additional infrastructure beyond what is listed in this report, and/or as the Department's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

[37] *See* Section 67-8209(3), Idaho Code.

[38] *See* Section 67-8209(4), Idaho Code

CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

MEMORANDUM

To: Mayor and Council

From: Carlee Oswald- Public Works Admin/ Energy Conservation
Bob Bachman - Public Works Director

RE: **RFQ for Energy Conservation Project**

Date: November 1, 2018

Mayor and Council,

We would like to ask to advertise on our website a Request for Qualifications (RFQ) pursuant to Idaho Code section 67-5711D in hopes to find a very qualified company to help run a city-wide energy audit and develop an energy savings project for the City. We have $20,000 budgeted this year for energy conservation-related items or projects.

The purpose in going through an audit and developing a project is to maximize energy efficiency and production of our facilities. It's our responsible duty to be ahead and all-knowing of our utilities and equipment functions. After a complete energy audit, we will be able to pinpoint our areas of improvement and develop solutions from the results. Additionally, it gives us a good foundation for reasonable projects in years to come. One considerable benefit of energy conservation is to produce a project that will essentially pay for itself. This will be a great opportunity for us to simultaneously decrease our utility expenditures and increase the value and life of our infrastructure/buildings.

Before the RFQ written submissions due date, we would host a mandatory site visit of our facilities for all interested Energy Service Companies (ESCOs) by having them fill out an online site visit registration form. The ESCOs would then have gathered enough information to complete an extensive RFQ submission. After reviewing the written submissions, we would invite them to participate in the interview portion of the selection process. After gathering and evaluating all necessary information, an ESCO will be selected. There is no financial obligation on behalf of the City to go through the steps to run and award the RFQ.

The next step with the selected ESCO would be to have them perform a technical energy audit. From the findings, they develop a list of potential projects that we can look through to determine what's valuable or most reasonable for Kuna at this time. The audit itself is not free, however, Idaho Power will reimburse up to 80% of the cost of the audit up to $12,500. From talking to people who have experience in this field, it's not likely that our whole audit will cost more than $7,000 (which 75-80% of that will be reimbursed).

After the audit and examining the results of what project(s) would be viable, we plan on coming back to City Council to present the findings as well as the project we decided and the details surrounding it.

I would be happy to answer any additional questions about what this process may look like.

Thank you for your time and consideration,

Carlee Oswald

CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

Bobby Withrow
Parks Director

Telephone (208) 639-5346
Email: BWithrow@kunaid.gov

MEMORANDUM

To: Mayor, City Council

From: Bobby Withrow

Subject: Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement

Mayor and City Council,

Earlier this year Kuna Fire approached me and asked if the Parks department could help them out with repairs and maintenance at the Fire Station. Throughout the years they have called upon us to help out when they didn't have time to mow or couldn't figure out what was wrong with their sprinkler system. We have always had a great relationship with the Fire department so we would always help out when we could.

The maintenance and repairs we will be doing are mowing, weed whipping, spraying, sprinkler repairs and snow removal. The time that staff would spend on M&R is minimal considering everything we take care of. For instance, mowing takes less than 20 minutes and it's on the way to other park facilities so there isn't a special trip needed. We have the equipment and trained staff to efficiently and effectively get the jobs done in a timely manner.

The yearly cost of M&R comes out to be $1,160.00 which would be invoiced to Kuna Fire. This amount includes parts, materials and fuel.

Thank You,

Bobby Withrow
Parks Director

RESOLUTION NO. R89-2018
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACKNOWLEDGING CONSENT TO REPRESENTATION, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT ENTITLED THE "*KUNA JOINT POWERS AND INTERAGENCY COOPERATIVE REPAIR AND MAINTENANCE SERVICES AGREEMENT*", 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 1.2 The City Council of the City of Kuna finds Wm. F. Gigray, III of the firm of White, Peterson, Gigray & Nichols, P.A., originally prepared for the Board of Commissioners of the Kuna Rural Fire District an Agreement for Lawn Care Services entitled "Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement" and has subsequently become City Attorney of the City of Kuna.

1.2 The City Council of the City of Kuna finds that it is in the best interests of the City of Kuna to enter into that certain Agreement entitled "*Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement"* for the reasons stated therein.

Section 2: Action consent to representation by Wm. F. Gigray, III regarding the *"Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement".*

2.1 The City Council of Kuna, Idaho hereby acknowledges consent in writing, a true and correct copy of which is attached hereto marked "**Exhibit A**", to the representation by Wm. F. Gigray, III to provide review and advice regarding the above referenced "Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement".

Section 3: Action authorization of Mayor and City Clerk to execute the "*Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement".*

3.1 The Mayor and City Clerk of this City, are hereby authorized, as the agents of this City, to execute the "*Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement*", a true and correct copy of which is attached hereto marked "**Exhibit B**," 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 4: Directing the City Clerk

4.1 The Clerk is hereby directed to retain this Resolution in the official records of the City.

Section 5. Effective Date

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of November, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of November, 2018.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

INFORMED CONSENT TO REPRESENTATION

Consenting: Board of Commissioners, Kuna Rural Fire District
City Council, City of Kuna

Subject Matter Relative to Subject of Consent:
"Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement"

Parties:

Kuna Rural Fire District	District	P.O. Box 607, Kuna, ID 83634
City of Kuna	City	P.O. Box 13, Kuna, ID 83634

Specific Request for Consent: Wm. F. Gigray, III of the firm of White, Peterson, Gigray & Nichols, P.A., originally prepared for the Board of Commissioners of the Kuna Rural Fire District an Agreement for Lawn Care Services entitled "Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement" and has subsequently become City Attorney of the City of Kuna.

GENERAL RULE OF THE IDAHO RULES OF PROFESSIONAL CONDUCT DISCLOSURE

It is disclosed that Rule 1.7 - Conflict of Interest: General Rule of the Idaho Rules of Professional Conduct provides as follows:

Rule 1.7 - Conflict of Interest: Current Clients

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) The representation of one client will be directly adverse to another client; or

(2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by the personal interests of the lawyer, including family and domestic relationships.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

(1) The lawyer reasonably believes that the lawyer will be able to provide a competent and diligent representation to each affected client;

(2) The representation is not prohibited by law;

(3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

(4) Each affected client gives informed consent, confirmed in writing.

LEGAL REPRESENTATION DISCLOSURES

Said attorney has advised and represents as follows:

- That Wm. F. Gigray, III of White, Peterson, Gigray & Nichols, P.A. law firm has been asked by the Board of Commissioners of Kuna Rural Fire District to draft and the City Council of the City of Kuna to advise them concerning the above referenced "Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement"; and

- That the Board of Commissioners of Kuna Rural Fire District and the City Council of the City of Kuna have each been advised that they may consult independent counsel to review this Consent; and

- That Wm. F. Gigray, III will be able to provide competent and diligent representation to Board of Commissioners of Kuna Rural Fire District and the City Council of the City of Kuna in finalizing of the above referenced "Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement"; and

- That Wm. F. Gigray, III believes he will be able to provide competent and diligent representation to each affected client; and

- That his representation of the respective parties is not prohibited by law; and

- The representations in this matter do not at this time involve the assertion by one client of a claim against another client, and the same is not anticipated.

Dated: _____ Signed: Wm. F. Gigray, III _____

ACKNOWLEDGEMENT AND CONSENT

The Board of Commissioners of the Kuna Rural Fire District and the City Council of the City of Kuna acknowledge that they:

- Have been consulted, and the implications of the common representation and risks and advantages involved have been explained.

- Acknowledge consent in writing to the representation by Wm. F. Gigray, III to provide review and advice regarding the above referenced "Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement".

KUNA RURAL FIRE DISTRICT

_____
M.G. "Bud" Beatty, Jr., Chairman

ATTEST

_____
Robin Ward, Officer of Administration

CITY OF KUNA

_____
Joe Stear, Mayor

ATTEST

_____
Chris Engels, City Clerk

W:\Work\K\Kuna Rural Fire District 19786\Kuna City cooperative agreements\Informed Consent to Representation 10-10-18 JH.doc

COUNTERPART	2 of 2
Kuna Rural Fire District	

KUNA JOINT POWERS AND INTERAGENCY COOPERATIVE REPAIR AND MAINTENANCE SERVICES AGREEMENT

[Idaho Code §§ 67-2326-2328- Idaho Code § 67-2332]

Parties to the Agreement:

City of Kuna	"City"	City Hall 751 W. 4th Street Kuna, Idaho 83634
Kuna Rural Fire District	"District"	P.O. Box 607 Kuna, Idaho 83634

THIS AGREEMENT made effective the _____ day of _____, 2018, by and between the Parties as herein this Agreement defined.

SECTION 1
DEFINITIONS

1.1 **Agreement:** Means and refers to this Agreement which may be referred to as the *Kuna Joint Powers and Interagency Cooperative Repair and Maintenance Services Agreement* and which may be cited as the "CRMA."

1.2 **City:** means and refers to the *City of Kuna*, an Idaho municipal corporation organized and existing pursuant to Idaho municipal corporation law currently codified at Title 50 Idaho Code.

1.3 **CRMA R&M Services Form:** Means and refers to that certain form for R&M Services which is attached marked Exhibit A and by this reference incorporated herein this definition.

1.4 **Equipment:** means and refers to personal property which is owned by a Party and which performs a task inclusive of apparatus, machinery, vehicles, paraphernalia, appliances, computers, etc.

1.5 **Facility/Facilities:** means and refers to real property and also includes improvements on real property and is either in the singular or the plural depending upon the context of the term as it appears in this Agreement.

1.6 **Fire District:** means and refers to the *Kuna Rural Fire District*, a fire protection district organized and existing pursuant to the Idaho Fire Protection District Law currently codified at Chapter 14 of Title 31 Idaho Code.

1.7 **Governing Body:** Means and refers individually and collectively [depending upon the context of the term] to the governing body of a Party.

1.8 **Initial Parties:** Means and refers collectively to the City and the Fire District.

1.9 **Officer:** means and refers to the officer of the Party designated herein this Agreement, who is the authorized agent of the Party in the performance of the terms and conditions of the Agreement.

1.10 **Party/Parties:** means and refers to any Party or to all the Parties to this Agreement, depending upon the context of the term as it appears in this Agreement.

1.11 **Potential Party:** means and refers to any "Public agency" as defined in Idaho Code Section 67-2327 [inclusive of any amendments and/or recodifications of said statute] whose boundaries include area within the boundaries of the City.

1.12 **R&M Services:** means and refers to the providing of personnel and/or equipment and/or supplies in the performance of repair and/or maintenance of Equipment and/or Facility/Facilities.

1.13 **Initial Parties:** Means and refers collectively to the City and the Fire District.

SECTION 2
RECITALS

The Parties recite and declare:

2.1 Each Party is a public agency whose boundaries include area within the City and who have Facilities and Equipment; and

2.2 Each Party owns, manages and uses for their purposes Equipment and Facilities which requires reasonable maintenance and repair; and

2.3 Equipment and Facilities repair and maintenance requires personnel, equipment and supplies; and

2.4 The repair and maintenance of the Equipment and Facilities of each party is a governmental activity and service; and

2.5 Each Party either acquires or has personnel, Equipment and supplies used to repair and maintain their Equipment and Facilities; and

2.6 It is to the mutual advantage of the Parties to cooperate in the repair and/or maintenance of their Equipment and Facilities; and

2.7 Each Party has the authority [pursuant to Idaho Code Section 67-2332] to enter into an interagency contract with each other to perform their governmental activities and for the joint contracting for services, supplies and capital equipment; and

2.8 Each Party has the authority [Idaho Code Sections 67-2326 – 67-2328] by the joint exercise of their powers, to make the most efficient use of their powers by cooperating to their mutual advantage and to provide services and facilities and to perform functions in a manner that will best accord with their geographic, economic, population and other factors which influence their respective needs and development; and

2.9 Given the Parties' geographic proximity, personnel, equipment and supplies, it is in their mutual best interest to cooperatively facilitate the repair and maintenance of their respective Equipment and Facilities in consideration and in accordance with the terms and conditions of this Agreement.

SECTION 3
JOINT EXERCISE OF POWER AGREEMENT PROVISIONS

3.1 **Effective Date:** The effective date of this Agreement is the date upon which the Initial Parties Governing Body has approved and executed this Agreement.

3.2 **Term and Termination:** The Term of this Agreement is annual and shall be automatically renewed annually from the Effective Date unless it is terminated earlier as provided in Section 7.

3.3 **Joint Powers Administrative Body/Executive Council/General Powers:** The business and affairs of this Agreement shall be administered by the Officer of each Party as designated in this Agreement.

3.4 **The Purpose or Purposes** of this Agreement are set forth herein in Section 2 of this Agreement and are herein incorporated by this reference.

3.5 **The Manner of Finance** of this Agreement is as is separately specified in the CRMA R&M Services Forms when entered into by Parties.

3.6 **Termination of this Agreement or the Expulsion of a Party** from this Agreement is set forth in Section 7 of this Agreement.

SECTION 4
PROCESS FOR PROVIDING REPAIR AND/OR MAINTENANCE SERVICES

4.1 Any party may provide R&M Services to any other Party and/or any number of Parties or all Parties in accordance with the provisions of this Agreement following the process set forth in this Section.

4.2 The Officer of the Parties providing and receiving R&M Services shall determine the following:

4.2.1 The Scope of R&M Services;

4.2.2 The time frame for the providence of the R&M Services; and

4.2.3 The fee and expenses to be charged for the R&M Services (The "Negotiated R&M Services").

4.3 The Negotiated R&M Services shall be set forth in writing using the *CRMA R&M Services Form*; and

4.4 The completed *CRMA R&M Services Form* shall then be submitted by the Officer of each Party to the Party's Governing Body for approval.

SECTION 5
OFFICER DESIGNATION AND NOTICE

5.1 The Parties designate their respective Officer and notice and contact information for all purposes of this Agreement as follows:

Fire District:

Kuna Rural Fire District
Officer: **Fire Chief**
P.O. Box 607
Kuna, Idaho 83634
Telephone: 208-922-1144

City:

City of Kuna
Officer: **Public Works Director**
City Hall
751 W. 4th Street
Kuna, Idaho 83634
Telephone: 208-387-7726

SECTION 6
ALL PARTY RESPONSIBILITIES

6.1 It is the responsibility of each Party to:

6.1.1 Provide adequate training and/or certification and/or licensure of their Personnel if required as a condition to performing any activity pursuant to this Agreement unless otherwise specifically agreed to by the Parties.

6.1.2 Be solely responsible to its own Personnel for the payment of wages and other compensation and for workers' compensation coverage unless otherwise specifically agreed to by the Parties.

6.1.3 Be responsible for its own Facilities, Equipment and personnel and bear the risk of any loss or damage to its Facilities, Equipment or injury to its personnel occurring as a result of the performance of any activity pursuant to this Agreement unless otherwise specifically agreed to by the Parties.

6.1.4 Keep the Parties currently informed of any changes of its address or its designated Officer.

SECTION 7
ADDITIONAL PARTY/TERMINATION

7.1 **Addition of Potential Party:** This Agreement shall commence for any other Potential Party at such time as the Initial Parties have approved and the Potential Party's Governing Body has approved a resolution authorizing the performance of the conditions and the execution of this Agreement and notice of the same together with the identification of its Officer has been provided to the Parties.

7.2 **Termination and Withdrawal of Party:** A Party may terminate and withdraw its participation in this Agreement by providing advance written notice to all the other Parties subject to its completion of performance of any outstanding CRMA R&M Services Form.

SECTION 8
AMENDMENT PROVISIONS

This Agreement may only be amended in accordance with the following process:

8.1 An amendment may be proposed by a Party to this agreement.

8.2 A proposed amendment must be in writing and include this entire Agreement as then existing and shall therein include a strikethrough of any language to be deleted and underline of any new language of the proposed amendment.

8.3 A proposed Amendment shall contain Statement of Purpose (which shall include a statement of how the Parties will be affected by the amendment) and the amended Agreement text.

8.4 The proposing Party shall also prepare and submit to the Officers of all Parties the proposed amendment as above stated, together with a Reformed and Amended Agreement form.

8.5 Amendments to this Agreement must be approved by the Governing Body of each Party.

SECTION 9
GENERAL PROVISIONS

9.1 This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

9.2 **No Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.

9.3 **Severability:** Should any term or provision of this Agreement, or the application thereof to any person, Party, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

9.4 **Counterparts and Process to Become a Party:** This Agreement will be executed and delivered in counterparts, one for each Party, and at such time as the governing of a Potential Party adopts the necessary resolution authorizing the execution of the counterpart and a written notice thereof (including a copy of the resolution or other authorizing act of its governing board) at which time this Agreement shall then be in full force and effect to such Parties and shall have the force and effect of an original, and copies of the signature pages of all counterparts shall be provided to all parties to this Agreement.

9.5 **Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Body caused this Agreement to be executed.

KUNA RURAL FIRE DISTRICT

By:_____
M.G. Beatty, Jr., *Chairman*

ATTEST:

_____
Robin Ward, *Secretary*

CITY OF KUNA

By:_____
Joe Stear, *Mayor*

ATTEST:

_____
Chris Engels, *City Clerk*

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City of Kuna

Finance Worksheet - Actual W/Annual Budget (Summarized)

Periods: 10/17-13/18

Account Number	Account Title	Current Period Actual	Current Period Budget	Variance Current Period	Actual YTD	Encumbrance YTD	Acutal + Encumbrance YTD	Planned YTD	Variance YTD	Annual Budget	Annual Budget Remaining	% Annual Budg Realized	% Budget Year Elapsed
GENERAL FUND													
	Total Revenue:	1,635,425.26	101,956.00	1,533,469.26	5,550,857.39	.00	5,550,857.39	6,107,434.00	-556,576.61	6,107,435.00	556,577.61	42.73%	41.67%
	Total Expenditure:	356,523.52	404,292.00	-47,768.48	5,151,271.52	63,026.58	5,214,298.10	6,107,437.00	-956,165.48	6,107,437.00	956,165.48	42.58%	41.67%
	Net Total GENERAL FUND:	1,278,901.74	-302,336.00	1,581,237.74	399,585.87	-63,026.58	336,559.29	-3.00	399,588.87	-2.00	-399,587.87	-466792.50%	41.67%
GRANT FUND													
	Total Revenue:	1,610.32	101,185.00	-99,574.68	449,628.41	.00	449,628.41	1,214,216.00	-764,587.59	1,214,216.00	764,587.59	24.41%	41.67%
	Total Expenditure:	4,465.50	101,185.00	-96,719.50	554,384.84	6,548.75	560,933.59	1,214,216.00	-659,831.16	1,214,216.00	659,831.16	35.79%	41.67%
	Net Total GRANT FUND:	-2,855.18	.00	-2,855.18	-104,756.43	-6,548.75	-111,305.18	.00	-104,756.43	.00	104,756.43	.00	41.67%
LATE COMERS FEE FUND													
	Total Revenue:	175,702.95	67,116.00	108,586.95	1,688,547.71	.00	1,688,547.71	1,763,609.00	-75,061.29	1,763,609.00	75,061.29	38.45%	41.67%
	Total Expenditure:	-8,315.79	.00	-8,315.79	829,364.88	.00	829,364.88	1,763,609.00	-934,244.12	1,763,609.00	934,244.12	0.52%	41.67%
	Net Total LATE COMERS FEE FUND:	184,018.74	67,116.00	116,902.74	859,182.83	.00	859,182.83	.00	859,182.83	.00	-859,182.83	.00	41.67%
WELL MITIGATION FUND													
	Total Revenue:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	41.67%
	Total Expenditure:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	41.67%
	Net Total WELL MITIGATION FUND:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	41.67%
WATER FUND													
	Total Revenue:	228,256.17	212,339.00	15,917.17	3,125,482.58	.00	3,125,482.58	5,392,216.00	-2,266,733.42	5,392,216.00	2,266,733.42	20.73%	41.67%

City of Kuna

Finance Worksheet - Actual W/Annual Budget (Summarized)

Periods: 10/17-13/18

Account Number	Account Title	Current Period Actual	Current Period Budget	Variance Current Period	Actual YTD	Encumbrance YTD	Acutal + Encumbrance YTD	Planned YTD	Variance YTD	Annual Budget	Annual Budget Remaining	% Annual Budg Realized	% Budget Year Elapsed
Total Expenditure:		69,112.98	129,950.00	-60,837.02	1,275,144.18	26,630.94	1,301,775.12	5,392,216.00	-4,117,071.82	5,392,216.00	4,117,071.82	10.27%	41.67%
Net Total WATER FUND:		159,143.19	82,389.00	76,754.19	1,850,338.40	-26,630.94	1,823,707.46	.00	1,850,338.40	.00	-1,850,338.40	.00	41.67%
SEWER FUND													
Total Revenue:		269,757.07	246,062.00	23,695.07	3,373,849.94	.00	3,373,849.94	6,019,965.00	-2,646,115.06	6,019,965.00	2,646,115.06	21.78%	41.67%
Total Expenditure:		89,634.50	186,259.00	-96,624.50	2,571,876.94	107,458.69	2,679,335.63	6,019,964.00	-3,448,087.06	6,019,964.00	3,448,087.06	11.72%	41.67%
Net Total SEWER FUND:		180,122.57	59,803.00	120,319.57	801,973.00	-107,458.69	694,514.31	1.00	801,972.00	1.00	-801,972.00	60545442.00%	41.67%
PRESSURE IRRIGATION FUND													
Total Revenue:		116,070.08	89,987.00	26,083.08	1,474,753.36	.00	1,474,753.36	2,668,484.00	-1,193,730.64	2,668,484.00	1,193,730.64	21.24%	41.67%
Total Expenditure:		105,237.12	94,492.00	10,745.12	638,334.34	4,833.63	643,167.97	2,668,486.00	-2,030,151.66	2,668,486.00	2,030,151.66	13.48%	41.67%
Net Total PRESSURE IRRIGATION FUND:		10,832.96	-4,505.00	15,337.96	836,419.02	-4,833.63	831,585.39	-2.00	836,421.02	-2.00	-836,421.02	-10357178.50%	41.67%
SOLID WASTE FUND													
Total Revenue:		156,818.40	154,902.00	1,916.40	1,932,910.00	.00	1,932,910.00	1,858,827.00	74,083.00	1,858,827.00	-74,083.00	42.23%	41.67%
Total Expenditure:		172,277.71	154,902.00	17,375.71	1,912,918.92	.00	1,912,918.92	1,858,827.00	54,091.92	1,858,827.00	-54,091.92	42.22%	41.67%
Net Total SOLID WASTE FUND:		-15,459.31	.00	-15,459.31	19,991.08	.00	19,991.08	.00	19,991.08	.00	-19,991.08	.00	41.67%
AGENCY FUND													
Total Revenue:		.00	32,014.00	-32,014.00	.00	.00	.00	384,170.00	-384,170.00	384,170.00	384,170.00	.00	41.67%
Total Expenditure:		.00	32,014.00	-32,014.00	.00	.00	.00	384,170.00	-384,170.00	384,170.00	384,170.00	.00	41.67%

City of Kuna

Finance Worksheet - Actual W/Annual Budget (Summarized)

Periods: 10/17-13/18

Account Number	Account Title	Current Period Actual	Current Period Budget	Variance Current Period	Actual YTD	Encumbrance YTD	Acutal + Encumbrance YTD	Planned YTD	Variance YTD	Annual Budget	Annual Budget Remaining	% Annual Budg Realized	% Budget Year Elapsed
	Net Total AGENCY FUND:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	41.67%
GOVERNMENTAL CAP. PROJ. FUND													
	Total Revenue:	.00	.00	.00	388,110.00	.00	388,110.00	463,110.00	-75,000.00	463,110.00	75,000.00	83.81%	41.67%
	Total Expenditure:	11,030.43	19,583.00	-8,552.57	178,097.14	28,231.77	206,328.91	463,110.00	-285,012.86	463,110.00	285,012.86	29.40%	41.67%
	Net Total GOVERNMENTAL CAP. PROJ. FUND:	-11,030.43	-19,583.00	8,552.57	210,012.86	-28,231.77	181,781.09	.00	210,012.86	.00	-210,012.86	.00	41.67%
PARK IMPACT FEE/CAP PROJ FUND													
	Total Revenue:	55,404.80	33,603.00	21,801.80	563,456.64	.00	563,456.64	851,286.00	-287,829.36	851,286.00	287,829.36	27.69%	41.67%
	Total Expenditure:	199,624.14	70,941.00	128,683.14	199,624.14	.00	199,624.14	851,286.00	-651,661.86	851,286.00	651,661.86	23.45%	41.67%
	Net Total PARK IMPACT FEE/CAP PROJ FUND:	-144,219.34	-37,338.00	-106,881.34	363,832.50	.00	363,832.50	.00	363,832.50	.00	-363,832.50	.00	41.67%
	Net Grand Totals:	1,639,454.94	-154,454.00	1,793,908.94	5,236,579.13	-236,730.36	4,999,848.77	-4.00	5,236,583.13	-3.00	-5,236,582.13	-73488751.00%	41.67%

Report Criteria:

Accounts to include: With balances

Print Fund Titles

Total by Fund

All Segments Tested for Total Breaks

[Report].Account Number = {>=} "014000" {AND} {<=} "016505", {>=} "034161" {AND} {<=} "036505", {>=} "054173" {AND} {<=} "056400", {>=} "194173" {AND} {<=} "196505", {>=} "204164" {AND} {<=}"206505", {>=} "214164" {AND} {<=} "216505", {>=} "254173" {AND} {<=} "256505", {>=} "264173" {AND} {<=} "267000", {>=} "4
"504650" {AND} {<=} "506045"

City of Kuna | Finance Worksheet - Actual With Annual Budget Only | Page: 1

Periods: 10/17-13/18 | Nov 01, 2018 03:56PM

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
GENERAL FUND					
01-4000	STATE LIQU0R DISTRIBUTION	35,552.00	183,509.00	155,120.00	-28,389.00
01-4001	SALES TAX REVENUE SHARE-STATE	171,292.74	876,923.67	654,195.00	-222,728.67
01-4100	PR0PERTY TAX REVENUE	11,627.47	2,411,746.43	2,331,587.00	-80,159.43
01-4110	PR0PERTY TAX INTEREST & PENALT	155.40	4,220.76	5,147.00	926.24
01-4120	SALES TAX REVENUE SHARE-COUNTY	.00	282,598.13	218,547.00	-64,051.13
01-4130	COUNTY FINE DISTRIBUTI0N	2,060.28	10,157.59	29,474.00	19,316.41
01-4155	ADMINISTRATI0N SERVICES	8,102.00	140,140.95	150,090.00	9,949.05
01-4170	FRANCHISE FEES	16,181.65	308,950.68	287,270.00	-21,680.68
01-4173	INTEREST REVENUE	496.26	15,848.63	2,933.00	-12,915.63
01-4180	LICENSES / BUSINESS	220.00	3,066.00	2,531.00	-535.00
01-4181	LICENSES / LIQU0R	2,812.50	7,187.49	6,101.00	-1,086.49
01-4182	LICENSES / BEER	1,400.00	2,812.50	1,897.00	-915.50
01-4183	LICENSES / WINE	800.00	2,050.00	800.00	-1,250.00
01-4184	LICENSES / D0GS	569.50	7,159.25	6,465.00	-694.25
01-4185	MISCELLANE0US INC0ME	2,544.91	51,329.56	1,300.00	-50,029.56
01-4190	PERMITS / CATERING	40.00	420.00	179.00	-241.00
01-4193	PERMITS / VEND0RS	300.00	1,305.00	385.00	-920.00
01-4195	RENTAL INCOME	1,585.00	14,920.00	11,099.00	-3,821.00
01-4197	RV DUMP REVENUE	43.80	3,798.64	3,053.00	-745.64
01-4358	DEVELOPMENT SUPPORT SERVICES	.00	5,500.00	10,410.00	4,910.00
01-4360	BUILDING PERMITS	97,996.61	752,314.25	551,645.00	-200,669.25
01-4361	PLUMBING PERMITS	19,991.03	162,500.74	92,486.00	-70,014.74
01-4362	ELECTRICAL PERMITS	25,754.30	182,397.98	107,637.00	-74,760.98
01-4391	IRES CHECK FEES	1,725.00	13,225.00	7,520.00	-5,705.00
01-4392	MECHANICAL PERMITS	10,309.28	106,775.14	57,960.00	-48,815.14
01-4950	CARRY 0VER	.00	.00	1,411,604.00	1,411,604.00
Total Revenue:		411,559.73	5,550,857.39	6,107,435.00	556,577.61
01-5000	SAL. & WAGES-ELECTED OFFICIALS	7,350.00	88,556.10	92,400.00	3,843.90
01-5005	SALARIES & WAGES - STAFF	63,556.62	1,058,450.38	1,113,101.00	54,650.62
01-5009	SALARIES & WAGES - SEASONAL	4,622.64	51,785.07	56,646.00	4,860.93
01-5800	OASDI - EMPLOYER	6,163.56	72,799.83	78,253.00	5,453.17
01-5810	MEDICARE - EMPLOYER	1,441.45	17,025.22	18,301.00	1,275.78
01-5820	GR0UP MEDICAL INSURANCE	13,791.98	148,773.71	160,439.00	11,665.29
01-5830	GR0UP LIFE INSURANCE	66.32	728.29	896.00	167.71
01-5840	PERSI EMPLOYER 401(a)	10,857.95	126,647.00	139,912.00	13,265.00

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
01-5850	W0RKERS' C0MPENSATI0N INS.	1,821.89	16,908.12	21,841.00	4,932.88
01-5860	GROUP DENTAL/VISION INSURANCE	1,408.17	14,829.15	14,902.00	72.85
01-6000	LAW ENFORCEMENT SERVICES	159,523.66	1,914,283.92	1,914,284.00	.08
01-6005	ANIMAL CONTROL SERVICES	5,492.33	66,059.36	66,158.00	98.64
01-6025	JANITORIAL	1,280.12	8,099.77	9,559.00	1,459.23
01-6027	CODE ABATEMENT EXPENSE	.00	.00	1,500.00	1,500.00
01-6045	C0NTINGENCY	37,003.60	335,797.59	1,225,819.00	890,021.41
01-6052	CONTRACT SERVICES	2,549.41	18,613.03	25,364.00	6,750.97
01-6070	D0NATI0NS EXPENSE	.00	8,225.00	9,000.00	775.00
01-6075	DUES & MEMBERSHIPS	4,071.75	37,862.02	41,548.00	3,685.98
01-6085	ELECTI0N EXPENSES	.00	.00	1,500.00	1,500.00
01-6125	LEGAL PUBLICATI0NS	487.47	8,023.80	11,300.00	3,276.20
01-6130	LIABILITY & PR0PERTY INSURANCE	.00	28,371.42	28,374.00	2.58
01-6140	MAINT. & REPAIR BUILDING	189.03	15,647.66	15,400.00	-247.66
01-6142	MAINT. & REPAIR - EQUIPMENT	1,142.93	35,585.11	27,875.00	-7,710.11
01-6150	MAINTENANCE & REPAIRS - SYSTEM	10,502.71	56,240.68	52,200.00	-4,040.68
01-6155	MEETINGS/COMMITTEES	756.00	8,647.37	12,761.00	4,113.63
01-6160	MISCELLANE0US EXPENSES	.00	155.53	.00	-155.53
01-6165	OFFICE SUPPLIES	937.69	14,016.98	17,664.00	3,647.02
01-6175	SMALL TOOLS	2,414.59	19,488.76	31,749.00	12,260.24
01-6188	SIGNAGE	.00	218.00	950.00	732.00
01-6190	P0STAGE & BILLING	791.44	12,963.21	12,751.00	-212.21
01-6202	PR0FESSI0NAL SERVICES	27,017.34	311,065.86	227,350.00	-83,715.86
01-6203	PROSECUTORIAL SERVICES	4,379.33	52,552.00	52,552.00	.00
01-6211	RENT-BUILDINGS & LAND	148.50	1,933.50	2,082.00	148.50
01-6212	RENT-EQUIPMENT	1,816.60	14,591.18	8,510.00	-6,081.18
01-6230	SAFETY TRAINING & EQUIPMENT	.00	1,085.30	2,300.00	1,214.70
01-6255	TELEPH0NE	1,530.09	16,588.86	16,109.00	-479.86
01-6265	TRAINING & SCH00LING	208.74	13,630.78	18,140.00	4,509.22
01-6270	TRAVEL	.00	280.77	1,820.00	1,539.23
01-6280	UNEMPL0YMENT EXPENSES	656.41	1,094.00	6,087.00	4,993.00
01-6285	UNIF0RMS	941.30	2,450.63	2,250.00	-200.63
01-6290	UTILITIES	8,860.86	122,831.71	136,927.00	14,095.29
01-6300	FUEL	2,678.49	14,597.74	19,115.00	4,517.26
01-6305	VEHICLE MAINTENANCE & REPAIRS	172.24	4,770.41	6,350.00	1,579.59
01-6400	TRANSFERS OUT	.00	388,110.00	388,110.00	.00
01-6500	CASH OVER/SHORT	.93	46.39	.00	-46.39
01-6505	BANK FEES	1,976.69	20,840.31	17,288.00	-3,552.31

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
Total Expenditure:		388,610.83	5,151,271.52	6,107,437.00	956,165.48
Net Total GENERAL FUND:		22,948.90	399,585.87	-2.00	-399,587.87

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
GRANT FUND					
03-4173	INTEREST REVENUE	13.40	128.97	.00	-128.97
03-4200	GRANT REVENUE	.00	.00	1,100,000.00	1,100,000.00
03-4205	REVENUE-IDPCO ECONOMIC DEV.	.00	750.00	.00	-750.00
03-4216	REV.- DOWNTOWN REVITALIZATION	.00	1,997.20	.00	-1,997.20
03-4221	REVENUE-MOVIES IN THE PARK	300.00	2,200.00	.00	-2,200.00
03-4222	REVENUE-MAYOR'S TABLE EVENT	.00	3,040.25	.00	-3,040.25
03-4223	REVENUE - KUNA DOG PARK	.00	1.00	.00	-1.00
03-4224	REVENUE-CDBG DOWNTOWN REVIT.	.00	47,661.00	.00	-47,661.00
03-4225	REVENUE - ART SHOWS	815.00	12,143.18	.00	-12,143.18
03-4226	REV-DNTWN REVIT TMA TAP	.00	356,031.81	.00	-356,031.81
03-4227	REV - DNTWN REVIT ART-TTV	.00	15,000.00	.00	-15,000.00
03-4228	REV-COMPASS CIM PARKING LOT	.00	10,675.00	.00	-10,675.00
03-4950	CARRY 0VER BALANCE	.00	.00	114,216.00	114,216.00
Total Revenue:		1,128.40	449,628.41	1,214,216.00	764,587.59
03-6354	GRANT EXPENDITURES	.00	.00	1,135,080.00	1,135,080.00
03-6362	EXPENDITURE-UP-GREENBELT EXTEN	1,625.00	1,625.00	.00	-1,625.00
03-6365	EXPENDITURE-ID PARKS & REC RTP	11,583.00	11,583.00	.00	-11,583.00
03-6368	EXPEND-KUNA POOL/FITNESS FAC.	91.72	84,756.45	79,136.00	-5,620.45
03-6374	EXP-HIGH FIVE YOUTH COUNCIL	.00	8,294.44	.00	-8,294.44
03-6375	EXPENDITURE-MOVIES IN THE PAR	.00	3,890.27	.00	-3,890.27
03-6376	EXPENDITURE-MAYOR'S TABLE	.00	2,942.43	.00	-2,942.43
03-6378	EXPENDITURE-CDBG DWNTWN REVIT.	.00	22,597.17	.00	-22,597.17
03-6379	EXPENDITURES - ART SHOWS	2,562.25	11,184.65	.00	-11,184.65
03-6380	EXP-DWNTWN REVIT TMA TAP	.00	370,941.41	.00	-370,941.41
03-6381	EXP - DNTWN REVIT ART - TTV	14,777.61	25,895.02	.00	-25,895.02
03-6382	EXP-COMPASS CIM PARKING LOT	616.00	10,675.00	.00	-10,675.00
Total Expenditure:		31,255.58	554,384.84	1,214,216.00	659,831.16
Net Total GRANT FUND:		-30,127.18	-104,756.43	.00	104,756.43

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
LATE COMERS FEE FUND					
05-4173	INTEREST REVENUE	236.43	10,329.10	400.00	-9,929.10
05-4504	WATER MAIN CAPACITY FEE	85,528.31	765,205.84	350,000.00	-415,205.84
05-4604	SEWER MAIN CAPACITY FEE	59,779.19	557,473.39	250,000.00	-307,473.39
05-4704	PRESSURE IRRIG CAPACITY FEE	46,773.73	355,539.38	205,000.00	-150,539.38
05-4950	CARRY 0VER BALANCE	.00	.00	958,209.00	958,209.00
Total Revenue:		192,317.66	1,688,547.71	1,763,609.00	75,061.29
05-6045	CONTINGENCY	.00	.00	958,209.00	958,209.00
05-6305	WATER MAIN CAPACITY REIMBBURSE	.00	271,590.88	350,000.00	78,409.12
05-6306	SEWER MAIN CAPACITY REIMBURSE	.00	254,183.84	250,000.00	-4,183.84
05-6307	PR IRR MAIN CAPACITY REIMBURSE	.00	303,590.16	205,400.00	-98,190.16
Total Expenditure:		.00	829,364.88	1,763,609.00	934,244.12
Net Total LATE COMERS FEE FUND:		192,317.66	859,182.83	.00	-859,182.83

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
WATER FUND					
20-4173	INTEREST REVENUE	1,358.81	41,954.76	4,719.00	-37,235.76
20-4185	MISCELLANEOUS INCOME	.00	161,971.46	99,907.00	-62,064.46
20-4358	DEVELOPMENT SUPPORT SERVICES	466.20	2,696.40	4,000.00	1,303.60
20-4500	METERED WATER SALES	147,534.45	1,881,526.07	1,849,903.00	-31,623.07
20-4503	NEW METER	24,245.00	192,532.00	127,346.00	-65,186.00
20-4505	NEW SERVICE CONNECTION	78,239.35	701,849.66	440,024.00	-261,825.66
20-4507	WATER TOKEN SALES - BULK WATER	2,827.66	38,658.35	21,024.00	-17,634.35
20-4510	SERVICE RECONNECT FEES	318.00	21,274.74	22,500.00	1,225.26
20-4550	INSPECTIONS REVENUE	6,697.40	41,546.40	20,000.00	-21,546.40
20-4775	LATE PAYMENT FEE	-1,068.00	41,472.74	34,000.00	-7,472.74
20-4900	TRANSFERS IN	.00	.00	14,000.00	14,000.00
20-4950	CARRY 0VER BALANCE	.00	.00	2,754,793.00	2,754,793.00
Total Revenue:		260,618.87	3,125,482.58	5,392,216.00	2,266,733.42
20-5000	SAL. & WAGES-ELECTED OFFICIALS	326.67	3,960.78	4,107.00	146.22
20-5005	SALARIES & WAGES - STAFF	43,971.81	450,848.75	499,624.00	48,775.25
20-5009	SALARIES & WAGES - SEASONAL	.00	220.23	9,063.00	8,842.77
20-5800	OASDI - EMPLOYER	1,985.55	26,716.85	31,793.00	5,076.15
20-5810	MEDICARE - EMPLOYER	464.40	6,248.75	7,435.00	1,186.25
20-5820	GR0UP MEDICAL INSURANCE	6,230.33	67,075.07	72,401.00	5,325.93
20-5830	GR0UP LIFE INSURANCE	25.62	299.24	338.00	38.76
20-5840	PERSI EMPLOYER 401(a)	3,738.36	50,127.82	58,290.00	8,162.18
20-5850	W0RKERS' C0MPENSATI0N INS.	1,269.08	11,736.76	18,933.00	7,196.24
20-5860	GROUP DENTAL/VISION INSURANCE	538.35	6,197.97	6,908.00	710.03
20-6020	CAPITAL IMPR0VEMENTS	10,885.68	131,749.24	1,813,420.00	1,681,670.76
20-6025	JANITORIAL	153.36	2,409.99	1,950.00	-459.99
20-6045	C0NTINGENCY	4,637.50	31,260.40	2,061,085.00	2,029,824.60
20-6052	CONTRACT SERVICES	629.96	15,207.19	19,250.00	4,042.81
20-6060	DEQ ASSESSMENT FEES	.00	19,650.00	19,290.00	-360.00
20-6065	DIG LINE EXPENSE	262.38	2,265.12	2,000.00	-265.12
20-6075	DUES & MEMBERSHIPS	.00	1,823.51	2,100.00	276.49
20-6095	BAD DEBT EXPENSE	.00	.00	4,000.00	4,000.00
20-6125	LEGAL PUBLICATI0NS	.00	533.39	1,000.00	466.61
20-6130	LIABILITY & PR0PERTY INSURANCE	8,223.60	24,670.80	17,700.00	-6,970.80
20-6140	MAINT. & REPAIR BUILDING	575.65	10,825.67	13,000.00	2,174.33
20-6142	MAINT. & REPAIRS- EQUIPMENT	557.82	9,662.69	10,000.00	337.31

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
20-6150	M & R - SYSTEM	2,496.79	33,846.26	75,000.00	41,153.74
20-6151	M & R - PROCESS CHEMICALS	.00	20,927.40	10,000.00	-10,927.40
20-6152	M & R - LABORATORY COSTS	395.20	10,411.05	9,100.00	-1,311.05
20-6155	MEETINGS/COMMITTEES	23.60	362.99	1,050.00	687.01
20-6160	MISCELLANE0US EXPENSES	.00	246.54	63,500.00	63,253.46
20-6165	0FFICE SUPPLIES	216.62	2,924.23	2,100.00	-824.23
20-6166	PP&E PURCHASES OPERATIONS	9,950.32	118,032.56	294,604.00	176,571.44
20-6175	SMALL TOOLS	2,404.33	8,268.08	15,000.00	6,731.92
20-6190	P0STAGE & BILLING	1,215.11	19,700.99	21,700.00	1,999.01
20-6202	PROFESSIONAL SERVICES	1.76	16,095.28	8,557.00	-7,538.28
20-6211	RENT-BUILDINGS & LAND	126.00	1,386.00	1,512.00	126.00
20-6212	RENT - EQUIPMENT	.00	178.63	1,500.00	1,321.37
20-6230	SAFETY TRAINING & EQUIPMENT	.00	407.53	2,750.00	2,342.47
20-6255	TELEPH0NE EXPENSE	1,026.55	11,220.46	13,406.00	2,185.54
20-6265	TRAINING & SCH00LING EXPENSE	8.74	899.91	6,500.00	5,600.09
20-6270	TRAVEL EXPENSES	.00	77.73	1,200.00	1,122.27
20-6280	UNEMPL0YMENT EXPENSES	16.75	27.92	.00	-27.92
20-6285	UNIF0RMS EXPENSE	483.15	1,286.31	4,000.00	2,713.69
20-6290	UTILITIES EXPENSE	8,711.22	122,499.90	150,000.00	27,500.10
20-6300	FUEL	2,270.54	11,418.77	14,500.00	3,081.23
20-6305	VEHICLE MAINTENANCE & REPAIRS	47.57	2,869.65	6,500.00	3,630.35
20-6505	BANK FEES	1,631.76	18,565.77	16,050.00	-2,515.77
Total Expenditure:		115,502.13	1,275,144.18	5,392,216.00	4,117,071.82
Net Total WATER FUND:		145,116.74	1,850,338.40	.00	-1,850,338.40

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
SEWER FUND					
21-4173	INTEREST REVENUE	1,158.09	35,110.63	5,900.00	-29,210.63
21-4185	MISCELLANEOUS INCOME	.00	78,198.04	138,450.00	60,251.96
21-4358	DEVELOPMENT SUPPORT SERVICES	466.20	2,696.40	4,000.00	1,303.60
21-4505	NEW SERVICE CONNECTION	39.92	3,951.14	.00	-3,951.14
21-4510	SERVICE RECONNECT FEES	3,318.00	17,728.58	13,000.00	-4,728.58
21-4550	INSPECTIONS REVENUE	4,976.10	33,422.10	9,000.00	-24,422.10
21-4600	SEWER USER FEES	198,893.51	2,366,891.56	2,227,403.00	-139,488.56
21-4606	LID REDUCED SEWER CONNECTION	75,485.40	675,130.67	474,978.00	-200,152.67
21-4640	FARM REVENUE	11,832.50	124,192.34	139,570.00	15,377.66
21-4775	LATE PAYMENT FEE	6,628.00	36,528.48	23,000.00	-13,528.48
21-4950	CARRY 0VER BALANCE	.00	.00	2,984,664.00	2,984,664.00
Total Revenue:		302,797.72	3,373,849.94	6,019,965.00	2,646,115.06
21-5000	SAL. & WAGES-ELECTED OFFICIALS	326.67	3,960.78	4,107.00	146.22
21-5005	SALARIES & WAGES - STAFF	49,751.54	541,663.01	580,662.00	38,998.99
21-5009	SALARIES & WAGES - SEASONAL	.00	220.23	11,328.00	11,107.77
21-5800	OASDI - EMPLOYER	2,367.43	31,885.67	36,958.00	5,072.33
21-5810	MEDICARE - EMPLOYER	553.71	7,457.69	8,643.00	1,185.31
21-5820	GR0UP MEDICAL INSURANCE	6,252.51	69,684.73	74,004.00	4,319.27
21-5830	GR0UP LIFE INSURANCE	29.62	350.28	386.00	35.72
21-5840	PERSI EMPLOYER 401(a)	4,392.63	59,224.93	67,665.00	8,440.07
21-5850	W0RKERS' C0MPENSATI0N INS.	956.01	9,148.00	14,741.00	5,593.00
21-5860	GROUP DENTAL/VISION INSURANCE	468.00	5,610.65	6,625.00	1,014.35
21-6020	CAPITAL IMPR0VEMENTS	57,305.50	917,787.68	2,107,420.00	1,189,632.32
21-6025	JANITORIAL	159.63	2,476.07	1,700.00	-776.07
21-6045	C0NTINGENCY	4,637.50	13,160.40	1,624,342.00	1,611,181.60
21-6052	C0NTRACT SERVICES	629.96	12,526.67	15,500.00	2,973.33
21-6065	DIG LINE EXPENSE	262.38	2,265.12	2,000.00	-265.12
21-6075	DUES & MEMBERSHIPS	.00	1,427.83	2,731.00	1,303.17
21-6090	FARM EXPENDITURES	15,304.10	97,057.18	116,000.00	18,942.82
21-6095	BAD DEBT EXPENSE	.00	.00	4,000.00	4,000.00
21-6097	DEPOSITS ON ACCOUNT	-700.00	4,440.00	.00	-4,440.00
21-6125	LEGAL PUBLICATI0NS EXPENSE	149.90	683.29	1,300.00	616.71
21-6130	LIABILITY & PR0PERTY INSURANCE	.00	50,575.14	33,717.00	-16,858.14
21-6140	MAINT & REPAIR BUILDING	203.55	27,447.49	18,500.00	-8,947.49
21-6142	MAINT. & REPAIRS - EQUIPMENT	4,464.82	42,844.68	51,000.00	8,155.32

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
21-6150	M & R - SYSTEM	2,913.08	95,257.32	111,100.00	15,842.68
21-6151	M & R - PROCESS CHEMICALS	.00	109,859.85	103,400.00	-6,459.85
21-6152	M & R - LABORATORY COSTS	5,403.17	39,499.43	20,500.00	-18,999.43
21-6153	M & R - SLUDGE DISPOSAL	2,880.00	34,109.70	33,000.00	-1,109.70
21-6155	MEETINGS/COMMITTEES	23.60	612.28	1,450.00	837.72
21-6160	MISCELLANE0US EXPENSES	125.29	3,895.95	242,473.00	238,577.05
21-6165	OFFICE SUPPLIES	399.92	2,814.62	3,700.00	885.38
21-6166	PP&E PURCHASES - OPERATIONS	.00	2,573.61	309,350.00	306,776.39
21-6175	SMALL TOOLS	1,320.16	4,077.01	15,000.00	10,922.99
21-6190	P0STAGE & BILLING	1,215.11	19,684.50	17,955.00	-1,729.50
21-6202	PR0FESSI0NAL SERVICES	1.76	46,808.22	23,557.00	-23,251.22
21-6211	RENT - BUILDINGS & LAND	121.50	1,336.50	2,400.00	1,063.50
21-6212	RENT- EQUIPMENT	130.32	1,505.06	2,000.00	494.94
21-6230	SAFETY TRAINING & EQUIPMENT	64.20	1,445.11	2,400.00	954.89
21-6255	TELEPH0NE EXPENSE	1,067.57	11,838.03	14,500.00	2,661.97
21-6265	TRAINING & SCH00LING EXPENSE	58.74	124.33	2,500.00	2,375.67
21-6270	TRAVEL EXPENSES	.00	77.73	750.00	672.27
21-6280	UNEMPL0YMENT EXPENSES	16.75	27.92	.00	-27.92
21-6285	UNIF0RMS EXPENSE	483.15	988.63	4,000.00	3,011.37
21-6290	UTILITIES EXPENSE	20,709.18	247,721.69	280,000.00	32,278.31
21-6300	FUEL	308.60	23,400.78	12,500.00	-10,900.78
21-6305	VEHICLE MAINTENANCE & REPAIRS	54.33	3,755.38	11,200.00	7,444.62
21-6400	TRANSFERS OUT	.00	.00	6,000.00	6,000.00
21-6505	BANK FEES	1,631.76	18,565.77	16,900.00	-1,665.77
Total Expenditure:		186,443.65	2,571,876.94	6,019,964.00	3,448,087.06
Net Total SEWER FUND:		116,354.07	801,973.00	1.00	-801,972.00

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
PRESSURE IRRIGATION FUND					
25-4173	INTEREST REVENUE	491.78	15,617.55	2,500.00	-13,117.55
25-4177	GRAVITY IRRIGATI0N USER FEES	2,098.25	20,424.21	26,210.00	5,785.79
25-4185	MISCELLANEOUS INCOME	.00	204,578.00	109,003.00	-95,575.00
25-4358	DEVELOPMENT SUPPORT SERVICES	177.60	1,027.20	1,200.00	172.80
25-4503	NEW METER	.00	428.81	500.00	71.19
25-4505	NEW SERVICE CONNECTION	69,421.45	518,830.00	315,557.00	-203,273.00
25-4510	SERVICE RECONNECT FEES	1,264.00	7,151.52	4,000.00	-3,151.52
25-4550	INSPECTION REVENUE	12,770.30	55,812.30	20,000.00	-35,812.30
25-4700	PRESS. IRRIGATI0N USER FEES	71,061.22	634,720.34	592,377.00	-42,343.34
25-4775	LATE PAYMENT FEE	2,525.99	16,163.43	8,500.00	-7,663.43
25-4900	TRANSFERS IN	.00	.00	100.00	100.00
25-4950	CARRY 0VER BALANCE	.00	.00	1,588,537.00	1,588,537.00
Total Revenue:		159,810.59	1,474,753.36	2,668,484.00	1,193,730.64
25-5000	SAL. & WAGES-ELECTED OFFICIALS	163.33	1,971.78	2,053.00	81.22
25-5005	SALARIES & WAGES - STAFF	13,330.64	136,556.35	135,462.00	-1,094.35
25-5009	SALARIES & WAGES - SEASONAL	.00	110.12	2,268.00	2,157.88
25-5800	OASDI - EMPLOYER	567.32	7,929.65	8,666.00	736.35
25-5810	MEDICARE - EMPLOYER	132.61	1,853.92	2,027.00	173.08
25-5820	GR0UP MEDICAL INSURANCE	1,719.43	19,261.49	19,522.00	260.51
25-5830	GR0UP LIFE INSURANCE	7.24	86.57	94.00	7.43
25-5840	PERSI EMPLOYER (401a)	1,065.55	14,885.86	15,918.00	1,032.14
25-5850	W0RKERS' C0MPENSATI0N INS.	340.08	2,898.20	5,021.00	2,122.80
25-5860	GROUP DENTAL/VISION INSURANCE	148.40	1,790.39	1,870.00	79.61
25-6020	CAPITAL IMPR0VEMENTS	.00	122,637.95	496,620.00	373,982.05
25-6025	JANITORIAL	61.23	917.29	765.00	-152.29
25-6045	C0NTINGENCY FUND	1,750.00	10,100.87	1,486,754.00	1,476,653.13
25-6050	C0NTRACT LAB0R	.00	.00	1,000.00	1,000.00
25-6052	C0NTRACT SERVICES	239.41	5,455.09	6,400.00	944.91
25-6065	DIG LINE EXPENSE	99.95	862.84	600.00	-262.84
25-6075	DUES & MEMBERSHIPS EXPENSE	.00	561.49	360.00	-201.49
25-6115	MAINT & REPAIR-SYSTEM-GRAVITY	926.65	1,191.78	1,000.00	-191.78
25-6116	IRRIGATION / WATER COSTS	.00	106,849.29	114,049.00	7,199.71
25-6125	LEGAL PUBLICATI0NS	.00	365.00	1,900.00	1,535.00
25-6130	LIABILITY & PR0PERTY INSURANCE	.00	5,550.93	3,701.00	-1,849.93
25-6131	INSURANCE CLAIMS PAID	.00	.00	100.00	100.00

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
25-6140	MAINT & REPAIR BUILDING	94.26	2,565.69	3,300.00	734.31
25-6142	MAINT. & REPAIRS - EQUIPMENT	229.39	3,761.43	8,800.00	5,038.57
25-6150	MAINT. & REPAIRS - SYSTEM (PI)	2,937.62	41,548.55	50,000.00	8,451.45
25-6155	MEETING/COMMITTEES	11.80	197.39	650.00	452.61
25-6160	MISCELLANE0US EXPENSES	.00	42.62	69,293.00	69,250.38
25-6165	OFFICE SUPPLIES	78.24	970.44	775.00	-195.44
25-6166	PP&E PURCHASES - OPERATIONS	.00	1,324.23	82,467.00	81,142.77
25-6175	SMALL TOOLS	670.58	1,458.72	6,725.00	5,266.28
25-6190	P0STAGE & BILLING	475.66	7,720.24	7,125.00	-595.24
25-6202	PROFESSIONAL SERVICES	.60	5,349.97	6,435.00	1,085.03
25-6211	RENT - BUILDINGS & LAND	54.00	594.00	950.00	356.00
25-6212	RENT - EQUIPMENT	.00	109.56	800.00	690.44
25-6230	SAFETY TRAINING & EQUIPMENT	.00	139.79	900.00	760.21
25-6255	TELEPH0NE EXPENSE	359.14	3,819.35	4,520.00	700.65
25-6265	TRAINING & SCH00LING EXPENSE	8.75	197.82	620.00	422.18
25-6270	TRAVEL EXPENSES	.00	21.79	200.00	178.21
25-6280	UNEMPL0YMENT EXPENSES	8.37	13.96	.00	-13.96
25-6285	UNIF0RMS EXPENSE	184.80	354.26	750.00	395.74
25-6290	UTILITIES EXPENSE	977.24	115,197.21	106,384.00	-8,813.21
25-6300	FUEL	587.44	3,204.00	4,000.00	796.00
25-6305	VEHICLE MAINTENANCE & REPAIR	23.39	595.59	1,250.00	654.41
25-6400	TRANSFERS OUT	.00	.00	100.00	100.00
25-6505	BANK FEES	642.58	7,310.87	6,292.00	-1,018.87
Total Expenditure:		27,895.70	638,334.34	2,668,486.00	2,030,151.66
Net Total PRESSURE IRRIGATION FUND:		131,914.89	836,419.02	-2.00	-836,421.02

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
SOLID WASTE FUND					
26-4173	INTEREST INC0ME	23.10	683.56	.00	-683.56
26-4975	SOLID WASTE USER FEES	160,377.64	1,932,226.44	1,858,827.00	-73,399.44
Total Revenue:		160,400.74	1,932,910.00	1,858,827.00	-74,083.00
26-6190	POSTAGE & BILLING	.00	24.17	.00	-24.17
26-7000	SOLID WASTE SERVICE FEES	163,782.15	1,912,894.75	1,858,827.00	-54,067.75
Total Expenditure:		163,782.15	1,912,918.92	1,858,827.00	-54,091.92
Net Total SOLID WASTE FUND:		-3,381.41	19,991.08	.00	-19,991.08

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
AGENCY FUND					
30-4950	CARRY 0VER	.00	.00	384,170.00	384,170.00
Total Revenue:		.00	.00	384,170.00	384,170.00
30-6045	C0NTINGENCY	.00	.00	384,170.00	384,170.00
Total Expenditure:		.00	.00	384,170.00	384,170.00
Net Total AGENCY FUND:		.00	.00	.00	.00

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
GOVERNMENTAL CAP. PROJ. FUND					
40-4900	TRANSFERS IN	.00	388,110.00	388,110.00	.00
40-4950	CARRY OVER	.00	.00	75,000.00	75,000.00
Total Revenue:		.00	388,110.00	463,110.00	75,000.00
40-6020	CAPITAL IMPROVEMENTS	12,628.00	82,684.28	173,460.00	90,775.72
40-6045	CONTINGENCY	.00	.00	75,000.00	75,000.00
40-6166	PP&E PURCHASES OPERATIONS	.00	95,412.86	214,650.00	119,237.14
Total Expenditure:		12,628.00	178,097.14	463,110.00	285,012.86
Net Total GOVERNMENTAL CAP. PROJ. FUND:		-12,628.00	210,012.86	.00	-210,012.86

City of Kuna | Finance Worksheet - Actual With Annual Budget Only | Page: 15

Periods: 10/17-13/18 | Nov 01, 2018 03:56PM

Account Number	Account Title	Actual Current Period	Actual YTD	Annual Budget	Annual Budget Remaining
PARK IMPACT FEE/CAP PROJ FUND					
50-4650	PARK IMPACT FEE REVENUE	63,858.89	563,456.64	403,241.00	-160,215.64
50-4950	CARRY 0VER	.00	.00	448,045.00	448,045.00
Total Revenue:		63,858.89	563,456.64	851,286.00	287,829.36
50-6045	CONTINGENCY	.00	199,624.14	851,286.00	651,661.86
Total Expenditure:		.00	199,624.14	851,286.00	651,661.86
Net Total PARK IMPACT FEE/CAP PROJ FUND:		63,858.89	363,832.50	.00	-363,832.50
Net Grand Totals:		626,374.56	5,236,579.13	-3.00	-5,236,582.13

Report Criteria:

Accounts to include: With balances
Print Fund Titles
Page and Total by Fund
Include Accounts: None
All Segments Tested for Total Breaks

CITY OF KUNA
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2018

COMBINED CASH ACCOUNTS

99-1002	CASH IN BANK /BOT CASCADES	1,007,563.68
99-1004	CASH-US BANK	.00
99-1010	CASH CLEARING	.00
99-1020	CASH-BOTC-STATE POOL MMKT 2021	.00
99-1021	CASH-BOTC-LID MMKT 2048	.00
99-1030	CASH-LGIP ACCOUNT	13,408,453.83
99-1040	CASH - US BANK GENERAL CKNG	4,034,230.12
99-1041	CASH - US BANK PAYROLL CKNG	(31,141.16)
99-1042	CASH - US BANK IMPACT FEES	342,242.95
99-1043	CASH - XPRESS DEPOSIT ACCOUNT	718,352.39
99-1070	RETURNED CHECK CLEARING	.00
99-1075	UTILITY CASH CLEARING	6,942.93
	TOTAL COMBINED CASH	19,486,644.74
99-2000	ACC0UNTS PAYABLE	(1,389.03)
99-1000	CASH ALLOCATED TO OTHER FUNDS	(19,485,255.71)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	2,287,978.17
3	ALLOCATION TO GRANT FUND	(3,550.84)
5	ALLOCATION TO LATE COMERS FEE FUND	913,928.41
6	ALLOCATION TO JUVENILE JUSTICE FUND	.00
19	ALLOCATION TO WELL MITIGATION FUND	.00
20	ALLOCATION TO WATER FUND	6,355,457.89
21	ALLOCATION TO SEWER FUND	5,282,331.54
22	ALLOCATION TO LID #2006-1 WWTP FUND	.00
25	ALLOCATION TO PRESSURE IRRIGATION FUND	2,503,684.66
26	ALLOCATION TO SOLID WASTE FUND	89,880.92
30	ALLOCATION TO AGENCY FUND	793,649.19
40	ALLOCATION TO GOVERNMENTAL CAP. PROJ. FUND	420,102.50
50	ALLOCATION TO PARK IMPACT FEE/CAP PROJ FUND	841,793.27
	TOTAL ALLOCATIONS TO OTHER FUNDS	19,485,255.71
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(19,485,255.71)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

KUNA CITY ORDINANCE NO. 2018-38
CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- **AMENDING SECTION 3 OF CHAPTER 6 OF TITLE 1 OF THE KUNA CITY CODE MAKING A TECHNICAL CORRECTION OF THE IDAHO CODE CITATION TO THE OPEN MEETING LAW; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

Section 1: That Section 3 of Chapter 6 of Title 1 of the Kuna City Code be and the same is hereby amended to read as follows:

1-6-3: - COUNCIL MEETINGS:

A. *Regular:* The regular meeting of the Kuna City Council shall be held at the Kuna City Hall, 751 W. 4 th Street, Kuna, Idaho, commencing at 6:00 p.m. the first and third Tuesdays of each calendar month, pursuant to IC § ~~67-2343(1)~~ 74-204 (1). If the regular meeting day is a holiday, the meeting shall be held on the following day at the regular hour or postponed one (1) week, at the discretion of the mayor.

B. *Special:* The mayor or one-half plus one (1) of the membership of the council may call special meetings, the object of which must be submitted to the members in writing and the call, object and the disposition thereof shall be entered upon the journal by the clerk.

Section 2: Directing the City Clerk

2.1 The City Clerk is directed to file this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Kuna City Code.

Section 3: Effective Date

3.1 This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 7th day of November, 2018,

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

(Space above reserved for recording)

KUNA CITY ORDINANCE NO. 2018-39
LOCK-N-ROLL SELF STORAGE LLC
MUNICIPAL REZONE

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO;

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY OWNED BY LOCK-N-ROLL SELF STORAGE LLC SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO TO WIT: PARCEL NO. S1419333400, FROM A (AGRICULTURAL ZONING DISTRICT) TO C-2 (AREA COMMERCIAL ZONING DISTRICT); AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section 1: The City Council finds:

1.1 WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and

1.2 WHEREAS, Lock-N-Roll Self Storage, LLC, an Idaho Limited Liability Company (the "Owner") is the owner of the certain real property which has been designated by the Ada County Assessor's office: as Parcel No. **S1419333400** and which is more particularly described in "Exhibit A" – Legal Description and "Exhibit B" – Location Map, attached to this Ordinance and incorporated herein by reference (the "Subject Real Property") and has requested that the Subject Real Property be rezoned from the City's **A - AGRICULTURAL ZONING DISTRICT TO C-2- AREA COMMERCIAL ZONING DISTRICT (the "Rezone")**; and

1.3 WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on November 22, 2016, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on December 13, 2016) where it was recommended to the Mayor and Council that the Owner's Rezone request; and

1.4 WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on January 3, 2017, on the Rezone, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (approved on January 17, 2017) and determined that the requested Rezone be granted; and

1.5 WHEREAS, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

2.1 The Subject Real Property is rezoned from **A -AGRICULTURAL ZONING DISTRICT TO C-2- AREA COMMERCIAL ZONING DISTRICT (the "Rezone")**

2.2 The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk

3.1 The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and

3.2 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

4.1 This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 7th day of November, 2018,

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

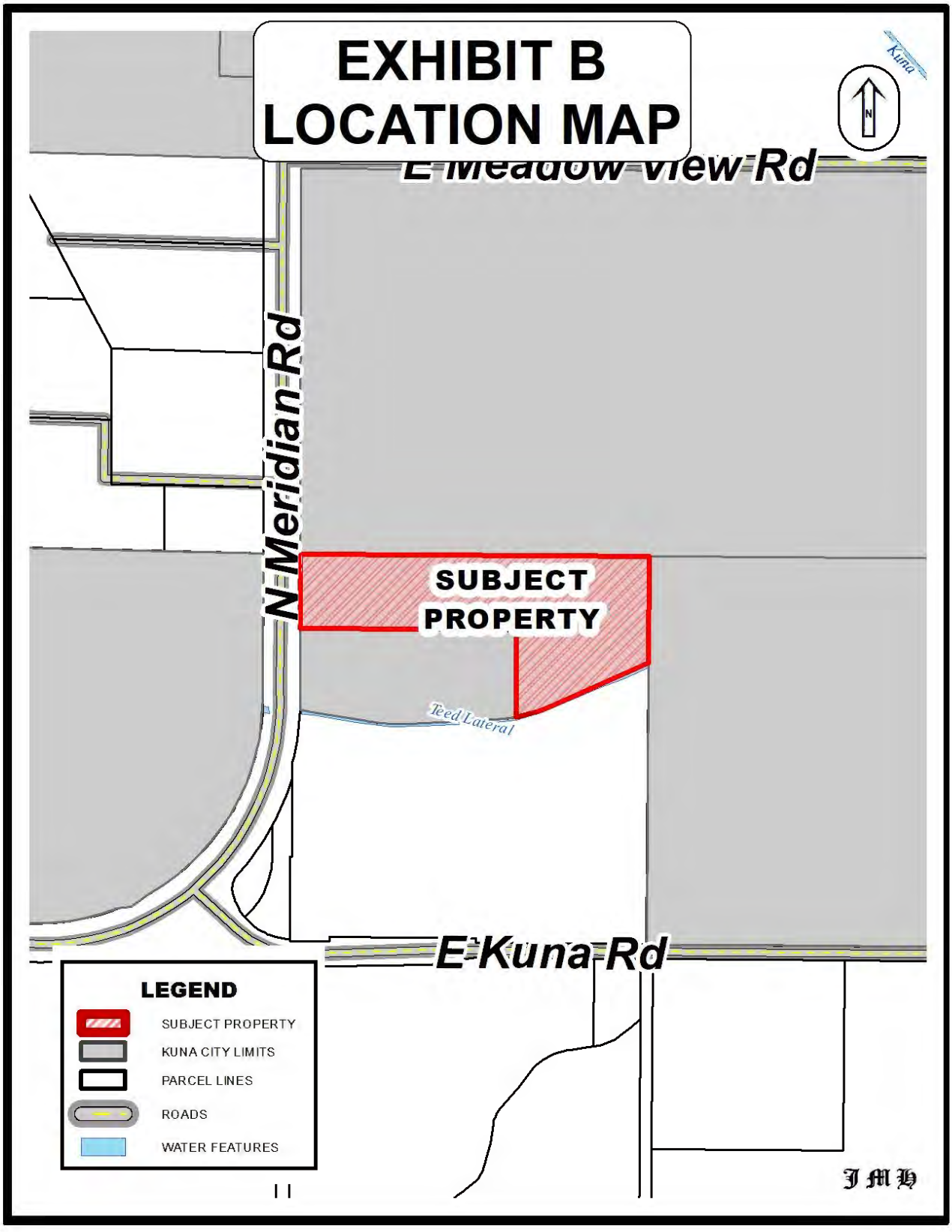
EXHIBIT A

LOCK-N-ROLL SELF STORAGE LLC
REZONE

LEGAL DESCRIPTION

A parcel of land located in Government Lot 4 in Section 19, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying North of the Teed Lateral, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 4, the South sixteenth corner, common to Section 19, Township 2 North, Range 1 East, Boise Meridian and Section 24, Township 2 North, Range 1 West, Boise Meridian, marked with a 5/8 inch pin with plastic cap;
Thence North 89°49'04" East, a distance of 60.00 feet to a 5/8 inch diameter by 30 inch long rebar with plastic cap on the Easterly side of State Highway 69, the Real Point of Beginning;
Thence South 00°30'25" East, a distance of 250.08 feet to a 1/2 inch diameter by 24 inch long rebar with plastic cap;
Thence North 89°49'04" East, a distance of 721.70 feet to a 1/2 inch diameter by 24 inch long rebar with plastic cap;
Thence South 00°30'25" East, a distance of 290.02 feet to a point at the centerline of the Teed Lateral, said point bearing South 00°30'25" East, a distance of 30.52 feet from a 1/2 inch diameter by 24 inch long rebar with plastic cap Witness Corner on the Northerly 30.00 feet Easement Line for the Teed Lateral;
Thence along the centerline of the Teed Lateral 135.06 feet along a curve to the left, said curve having a radius of 549.84 feet, an interior angle of 14°04'25" and a long chord of 134.72 feet with a chord bearing of North 72°08'14" East to a point;
Thence along the centerline of the Teed Lateral North 65°06'02" East, a distance of 344.65 feet to a point, said point bearing South 00°09'22" East, a distance of 33.03 feet from a 5/8 inch diameter by 30 inch long rebar with plastic cap Witness Corner on the Northerly 30.00 feet Easement Line for the Teed Lateral;
Thence along the Easterly line of said Government Lot 4, North 00°09'22" West, a distance of 355.23 feet to a 5/8 inch diameter by 30 inch long rebar with plastic cap, the Southwest Sixteenth Corner of said Section 19, Township 2 North, Range 1 East, Boise Meridian;
Thence along the Northerly line of said Government Lot 4, South 89°48'36" West, a distance of 1,166.35 feet to a 5/8 inch diameter by 30 inch long rebar with plastic cap at the Easterly side of State Highway 69, the Real Point of Beginning.



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