OFFICIALS

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

CITY OF KUNA

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

City Council Meeting
AGENDA
Tuesday, April 16, 2019

6:00 P.M. REGULAR CITY COUNCIL

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

2. ***Invocation:*** Justin Sturgeon, New Beginnings Christian Church

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

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

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

A. City Council Meeting Minutes

1. Regular City Council Minutes, April 2, 2019

B. Accounts Payable Dated April 11, 2019 in the Amount of $690,117.27

C. Alcohol Licenses

1. Bi-Mart #688 1277 E Deer Flat Road – Off Premise Beer & Off Premise Wine

2. Fiesta Guadalajara 780 E Avalon Street – Liquor-by-the Drink & On Premise Beer

3. K & L Ventures dba Cowgirls 353 Avenue E – Liquor-by-the-Drink & On Premise Beer

4. Lima Limon Peruvian Restaurant 379 W Main Street - Liquor-by-the-Drink & On Premise Beer

5. Longhorn Lounge 458 W Main Street – Liquor-by-the-Drink & On Premise Beer

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.

6. Ridley's Food Corp 1403 N Meridian Road - Off Premise Beer & Off Premise Wine

7. Smoky Mountain Pizzeria Grill 1011 N Meridian Road – Liquor-by-the-Drink, On Premise Beer, Off Premise Beer & Off Premise Wine

D. Resolutions

1. Consideration to approve Resolution No. R29-2019A

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING CITY OF KUNA, IDAHO RESOLUTION NO. R29-2019 AND THE AGREEMENT WITH RIMI INC TO PROVIDE THE CITY WITH MECHANICAL PLAN REVIEW AND INSPECTION SERVICES FOR THE PURPOSE OF REFINING THE SCOPE OF SERVICES BY REMOVING RESIDENTIAL FROM EXHIBIT A, SECTION I, PARAGRAGH I, SECTION 2; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AGREEMENT.

2. Consideration to approve Resolution No. R30-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES, ASSIGNMENT OF PUBLIC UTILITY RIGHTS TO CONSENT TO USE AGREEMENT AND GRANTEE ACCEPTANCE FROM SDN, LLC.

E. Final Plats

1. Consideration to approve Case No. 18-21-FP (Final Plat) for Winfield Springs No. 3 Subdivision.

F. Findings of Fact and Conclusions of Law

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 18-04-ZC (Rezone) for Caspian Addition.

5. Community Reports or Requests:

None

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

A. Public Hearing and consideration to approve 18-09-S (Preliminary Plat) – Jace Hellman, Planner II ACTION ITEM

Victor Clark requests to subdivide approximately 0.508-acres into three (3) single family buildable lots. The subject site is located on West Park Avenue, Kuna, ID 83634, within Section 23, Township 2 North, Range 1 West; (APN# R5070002532).

- *Open Public Hearing*
- *Receive evidence*

Potential Motions:

- *Consideration to close evidence presentation and proceed to deliberation*
- *Consideration to either:*

  Option 1: Approve or Deny Case No 18-09-S (Preliminary Plat) and Close the Public Hearing and direct staff to prepare Findings of Fact, Conclusions of Law and Order of Decision for approval by the Council on the next Council Meeting Consent Agenda.

  Option 2: Continue the Public Hearing to a time and date certain, direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.

7. ***Business Items:***

A. 2019 Grange Month Proclamation – Mayor Stear

B. Consideration to approve 19-01-TE (Time Extension) – Jace Hellman, Planner II ACTION ITEM

B&A Engineers is requesting time extension approval for the Caspian Subdivision Preliminary Plat (Ada County Assessor Parcel Nos. S1235346610, R848870305, S1235449215, S1235347051 and S1235438411).

8. ***Ordinances:***

A. Consideration to approve Ordinance No. 2019-09 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S CHALLENGER DEVELOPMENT INC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and

- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and

- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and

- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

B. Consideration to approve Ordinance No. 2019-10 ACTION ITEM

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND

- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1418120755 OWNED BY JRL PROPERTIES LLC AND S1418121130 OWNED BY JRL PROPERTIES LP SITUATED WITHIN THE UNICORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND

- RESPECTIVELY ESTABLISHING R-8 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTIES; AND

- AMENDING THE OFFICIAL ZONING MAP; AND

- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND

- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

9. Mayor/Council Announcements:

10. Executive Session:

None

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, April 2, 2019

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 - Absent
Council Member Greg McPherson

CITY STAFF PRESENT:
Bob Bachman, Public Works Director
Jared Empey, City Treasurer
Chris Engels, City Clerk
Bill Gigray, City Attorney
Wendy Howell, Planning & Zoning Director
Nancy Stauffer, Human Resources Director
Bobby Withrow, Parks Director
Troy Behunin, Planner III

2. ***Invocation:*** None

3. ***Pledge of Allegiance:*** Posting of the Colors – Troop 808

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

(Timestamp 00:02:45)

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. Board of Correction Minutes, March 19, 2019

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.

2. Regular City Council Minutes, March 19, 2019

B. Accounts Payable Dated March 28, 2019 in the Amount of $257,162.53

C. Alcohol Licenses

1. Big Smoke LLC #134 1031 E Kuna Road, Suite 150 – Off Premise Beer & Off Premise Wine

2. Conpaz Inc dba Enrique's Mexican Restaurant 345 N Avenue E – Liquor-by-the Drink, On Premise Beer, Off Premise Beer & Off Premise Wine

3. Grantura LLC dba Kuna Event Center 321 W 4th Street – Liquor-by-the-Drink, On Premise Beer, & Off Premise Beer

4. JK Vond, LLC dba Super C 331 N Avenue D - Off Premise Beer & Off Premise Wine

5. PacWest Bars LLC dba Red Eye Saloon 414 W Main Street - Liquor-by-the-Drink & On Premise Beer

6. S & D Kuna Inc dba Idaho Pizza Company 331 Avenue E - On Premise Beer & On Premise Wine

D. Resolutions

1. Consideration to approve Resolution No. R28-2019

A RESOLUTION PROVIDING FOR THE ADOPTION OF THE ADA COUNTY FLOOD RESPONSE PLAN, ADA COUNTY HAZMAT RESPONSE PLAN, AND ADA COUNTY WILDFIRE RESPONSE PLAN.

Council President Buban-Vonder Haar moved to approve the consent agenda as presented. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: Council Member Christensen
Motion carried 3-0-1.

5. Community Reports or Requests:

None

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

A. *Staff requests to table the Public Hearing for the Police Capital Improvements Plan to the City Council Meeting to be held on May 7, 2019.*
(Timestamp 00:03:20)

Public Hearing to consider the adoption of:

1. The *City of Kuna Police Department Impact Fee Study and Capital Improvements Plan* for the purpose of the collection and expending of development impact fees for the City of Kuna Police Department's systems improvements as identified in the Capital Improvements Plan; and

2. The City of Kuna *Police Department Development Impact Fee Ordinance* for the purpose of imposing development impact fees for the Police Department's systems improvements as identified in the Capital Improvements Plan.

Mayor Stear stated staff requested to table the public hearing for this to May 7, 2019 so they could finish compiling all the information.

Council President Buban-Vonder Haar moved to table the Public Hearing for the Police Capital Improvements Plan to the City Council Meeting to be held on May 7, 2019. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen absent.

B. Public Hearing and consideration to approve 18-04-ZC (Rezone) for Caspian Addition Rezone – Troy Behunin, Planner III ACTION ITEM
(Timestamp 0:04:23)

B & A Engineers requests approval for a rezone of approximately 57.05 acres from A (Agriculture) to R-6 Medium Density Residential (MDR). These lands are known as Lot 17 and Lot 28, Block 1, of Patriot Ridge Estates. This site is located near the northwest corner of Lake Hazel and Linder Roads and are parcel No's R6934730350 and R6934730210, in Section 35, Township 3 North, Range 1 West. B & A Engineers will be presenting.

David Crawford with B&A Engineers presented the request on behalf of the applicant. He noted Planning & Zoning gave a unanimous recommendation of approval for the rezone to an R-6 with a limit on the density of 4.25 units per acre. He believed they could meet those requirements. He reviewed discussions with the neighborhood, the commission, and ACHD and letters from neighbors that were included in the packet; all mainly having to do with Jarvis Road. He stood for questions.

Troy Behunin, Planner III, reviewed the staff report. He noted 2 conditions that were in section L were not added to the conditions of approval listed in section M on page

9 of 46 of the Council Packet. He explained if Council wanted those to be added to the conditions of approval, they simply needed to state that and staff would add them to the Findings of Fact and Conclusions of Law. He stood for questions.

Mayor Stear opened the public hearing.

Support: None

Against:

Jeremy Woodland, 1990 W Jarvis Court, Meridian, Idaho 83642, was concerned about connectivity to Jarvis Court. They wanted to be respectful and reasonable with their requests. They understood the property owner's rights to develop this property. They would obviously rather see the current hay field over a bunch of homes but knew that was not going to be the case. He restated some points from his subdivision's letter that was in the Council Packet. The current existing condition of Jarvis Court was not capable of handling this amount of traffic. It was just an asphalt road with no curb, gutter, or sidewalks and 100% of the residents in their subdivision were opposed to having Jarvis Court connect to this subdivision. They were concerned about safety with more and more cars going down their street. He noted they stated density would 4 point something per acre gross. He knew some of the site areas were not buildable but he was curious to know what the actual net density would be. He concluded they would be happy to see Jarvis Court be an emergency access only. That was probably their best-case scenario. He stood for questions.

Dale Voris, 1710 W Jarvis Court, Meridian, Idaho 83642, was opposed to the suggested connection of Jarvis Court to the Caspian Addition Subdivision. The rezone application indicated ACHD staff was supportive of a new local street connection to Jarvis Court. In all cases, the widening of Jarvis Court would destroy the existing landscaping and diminish the aesthetics of the existing curb appeal. Also, the addition of curbs and gutters would destroy the existing rural setting. The properties in Patriot Ridge Estates which were serviced by Jarvis Court had unique 1-acre minimum requirements. He felt the uniqueness of this rural setting would be destroyed if Jarvis Court was used as a connection for the Caspian Addition Subdivision. The approved platted Caspian Subdivision to the south allowed for the traffic pattern from the Caspian Addition to be routed south onto Lake Hazel. The recent developed subdivisions and future Kuna high school would create additional traffic along Linder making the Jarvis Court and Linder intersection extremely dangerous. He felt that alternative routes could be platted through the existing Caspian Subdivision. He noted only 4 members of their HOA would speak but asked that the members who were opposed stand up to be recognized and 16 HOA members stood in opposition.

Tim Evans, 1852 W Jarvis Court, Meridian, Idaho 83642, served as the Patriot Ridge HOA President for nearly 12 years. During that time, he followed the farm land now known as Caspian and Caspian Addition closely. Over those years he had numerous

conversations with the original owner, Rich Jarvis, Kuna Planning & Zoning, and, most recently, Tim Eck. He asked all parties numerous times about making Jarvis a feeder street from any development such as Caspian Addition if the land was to be developed. He always received polite answers; Jarvis was not wide enough, it was very unlikely, not to worry about it because it was 8 years away, and it was up to ACHD. He was at the Kuna Planning & Zoning Meeting on February 12 and was surprised that the Kuna planners were looking at the feeder connection as a real possibility. Making Jarvis Court a feeder street from Caspian Addition would devastate their subdivision by greatly increasing traffic flow. Jarvis Court was currently a dead-end street. He wanted to go on the record as a homeowner in Patriot Ridge as being opposed to making Jarvis Court a feeder street to Caspian Addition. He hoped to get a chance to review the preliminary plat for Caspian Addition. He stood for questions.

Robert Oulson, 1650 W Jarvis Court, Meridian, Idaho 83642, a homeowner of the Patriate Ridge area, was opposed to the connectivity proposed between the subdivisions. At 1 end of Jarvis Court there was a sharp corner that had to be negotiated where people had to slow down quite a bit to make a hard turn. If they added another right turn almost immediately thereafter, there would be 2 back to back. Not only was he concerned about increased traffic, now he was concerned about safety issues particularly at these corners. There was the possibility in inclimate weather of someone sliding into someone's yard which was clearly not to their advantage. With the much-increased traffic of a relatively dense subdivision adding to theirs, the likelihood of that would go up exponentially. He pointed out they had a good working relationship with each other in their subdivision. They had a neighborhood watch program, an informal program, where they looked out for each other, their homes, and the cars going to and from. Frankly, having increased traffic put that away. They wouldn't have that recognition of people and cars anymore. They were concerned about the effectiveness of their neighborhood watch. It was a serious issue. Increasing the traffic and density of people coming and going would decrease the effectiveness of that. He wanted his opposition to the connectivity to be known. He stood for questions.

Marshall Stimpson, 5831 S Linder Road, Meridian, Idaho 83642, was also a resident of this subdivision. He was concerned about the subdivision in general. With this addition all of them were affected. Their quality of life went down a little. They had to deal with traffic and all of the things that came with mass amounts of people in 1 area. They were willing to accept that and realized growth happens. They wanted to advocate for 1 thing. He shared that Commissioner Gealy, at the last Planning & Zoning Meeting, asked Mr. Eck, the applicant, and his company to investigate additional opportunities for transitional lots especially along Jarvis Court where those were 1-acre lots. She knew the applicant had been quite creative in other subdivisions in minimizing the number of backyards that backed up to large 1-acre lots. She encouraged the applicant to do that. Mr. Stimpson noted concerns he shared with all their residents. When a whole bunch of low-income housing went in it could attract lower caliber people and crime could go up. They were also concerned that by

putting smaller lots next to their 1-acre lots their property values would plummet. Lastly, a lot of them had animals and they were concerned that, with that many people backing up to their backyards, they would have issues with people climbing their fences to get balls out of their pastures or whatever. They advocated with Commissioner Gealy as she mentioned Mr. Eck had done this in the past and advocated that he please consider doing it again. They felt in some ways their interests were taking a back door to this new development. He asked that Council protect their interests and consider this proposal.

Neutral: None

Rebuttal:

Tim Eck, the applicant, 6152 W Half Moon Lane, Eagle, Idaho 83616, reviewed the connectivity requirements and policies of the City of Kuna and Ada County Highway District. He added that he was not required to limit it to a 4.25 density; he offered to limit it to that. Their layout was currently 4.01. If he was 1 lot less it would be low density not medium. He discussed the open space and buffer zones. He noted the only way to do buffer lots was to take lots out and then he wouldn't be medium density anymore. The buffer would be up against their pastures where their livestock lived. As per Kuna's policy, there would be a 6-foot vinyl fence along the entire subdivision boundary boarding their property. The likelihood of a kid wanting to climb over a 6-foot vinyl fence; you can't stop kids from being kids but if a ball goes over the fence it could go both ways. He explained when they brought a preliminary plat forward there would be an exhaustive traffic impact study that would analyze all the traffic flows, recommendations, and mitigation requirements. It would comply with the Highway District policy and the City Code. At the moment they were just looking for a zoning of R-6 with a limitation to the gross density of 4.25 units per gross acre. He stood for questions.

Mayor Stear recalled Mr. Woodland's question regarding area that was unbuildable and what the actual lots per acre would be when that was taken out.

Mr. Eck replied he had never done those calculations because they never calculate it that way. Every project in Kuna he had been involved in, the density calculator had been per gross acre. Even though the power lines were there it was still usable open space. It was not like an open ditch that would be considered unusable open space. It couldn't be built under but it was still viable, usable open space.

Council Member Cardoza read ACHD's staff recommendations and asked if those improvements were Mr. Eck's responsibility.

Mr. Eck explained where it was his responsibility.

Mayor Stear asked if the road with the sharp turn entered into the subdivision.

Mr. Eck pointed it out on the map. He explained they took every measure possible to make it complicated to get to that location and to dissuade people from using Jarvis Court.

Mayor Stear asked if for the initial phase there would only be 1 way in and out.

Mr. Eck replied no and explained how the phasing would work in relation to connecting to Jarvis Court.

Council Member Cardoza was confused about ACHD's recommendations and requirements.

Council President Buban-Vonder thought it was because it was only the rezone in front of them and those things wouldn't be required until the final plat. They were just kind of giving a heads up that this would be something to think about.

Mr. Eck reviewed ACHD's process. The recommendations were following all their policies and requirements.

Council Member McPherson asked how many phases the original Caspian Sub had.

Mr. Eck replied there were currently 11 phases with this. It fluctuated and varied. They had to try to control their phasing with market demand and their stub street limitations. The extension would probably be 5 to 6 more. It was a lot of years out there.

Council Member Cardoza asked where Baluchi Street would be.

Council President Buban-Vonder Haar said anything that dead ended on this property boundary would extend per ACHD requirements.

Mr. Eck thought it was renamed at some point. It was not part of this application. It went back to Caspian where there was only 1 connection to the south parcel. They had stub streets to each parcel as required. They were instructed to put the mid mile to 1 side or the other of the section line.

Council President Buban-Vonder Haar moved to close the evidence presentation and proceed to deliberation. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.

Council President Buban-Vonder Haar stated most of the comments were about the roadways. She was sympathetic to those concerns but they had no control over the master street planning. It was ACHD's domain. She noted even if they approved the rezone that night it did not mean they approved a street layout. That was part of the final plat process and ACHD would still need to consider the proposed layout. There would be opportunities to attempt to persuade them to approve a variance or

something of that nature. It was tried with another subdivision. It wasn't approved in that case but that did not mean it would automatically be denied in another. It was something that could be pursued.

Mayor Stear wanted to see lower density closer to the larger lots. He knew they were trying to get some diversity but he thought there was quite a bit of that down below for the smaller lots. He thought it was a good idea to put some buffer between some of these larger lots and the more densely populated subdivisions.

Council President Buban-Vonder Haar was not opposed to that. She didn't know what was currently proposed though.

Council Member McPherson agreed. He recalled they agreed to do the same thing up by Linder Farms or whatever. He couldn't remember the name of the sub. He thought they ended up with 2 houses behind each of those.

Council President Buban-Vonder Haar thought it was more of a gross 2 per acre so they weren't specifically dictating how many lot lines could touch.

Council Member Cardoza was totally against this when he first read that it was R-6. He felt an R-4 would be more appropriate but it seemed that Mr. Eck had already met him on that. If they applied the 4.25 per acre, he would be agreeable to it; the R-6 with the mandate of a 4.25. He agreed with Council President Buban-Vonder Haar on the road issue. He suggested that when Ada County reviewed this, if people had any objection, they go and physically object to the opening of Jarvis. The decision would be made there. Council had no control over it. He had been happy with Mr. Eck and his construction company in trying to work with his neighbors. He felt if they communicated with Mr. Eck and his engineer, they would find them compatible to some of their issues. At 4.25 it was inline with what he wanted to see in the city rather than R-6.

Council President Buban-Vonder Haar clarified Mr. Eck's statement regarding making it hard to get to Jarvis. She explained how that had been done in another subdivision to make a certain route less appealing. She was heartened by the fact that Mr. Eck suggested their preliminary layout, which they hadn't seen yet, would include quite a few turns to make it less appealing for people to take Jarvis out. It was something she would look for in the final plat if they approved the rezone and something else they could ask for and keep an eye out for to make sure it was to their liking.

Council Member McPherson advised Mr. Behunin about an error on page 8 of 46 in section M-1-C. It said Kuna Fire District and he thought it should say Meridian Fire since, based on exhibit B-6, it was their protection district.

Mr. Behunin replied staff would get that changed.

Mayor Stear went back to his comment regarding the buffer. It was a lot of lots in that area that abutted the acre properties. He realized when the lots got bigger it was more difficult to have curb, gutter, sidewalk and all those things. That was usually why those subdivisions didn't have those, because of the cost and what it would cost for a lot in a subdivision like that. He was just really uncomfortable with that many homes being that close to a subdivision like that out in the middle. He asked if there was a way to cut them back a little.

Council President Buban-Vonder Haar suggested rather than looking at an overall reduction in the density, rather than going from a 4.01 to a 3, they ask for a particular density for anything that abutted 1 of those lots. She didn't know if it would end up being 6 in 1 and half dozen in the other but if that was the concern it seemed like they should attempt to do something like a transitional strip instead of changing the zoning for the whole plat.

Council Member Cardoza did some math on vehicle trips per day and came up with about 2,200 vehicle trips per day out of the subdivision.

Council Member McPherson was all for blending it like they did in the other subdivision.

City Attorney Bill Gigray recommended, if they were considering additional or more restrictive conditions than what was recommended by staff or discussed with the applicant, they reopen the hearing for additional testimony and ask the applicant if they would be willing to agree to some of these conditions. Otherwise they might pass an ordinance that would enforce conditions they didn't agree with which would be problematic.

Council President Buban-Vonder Haar moved to re-open the public hearing for receipt of additional testimony from the applicant and possibly staff. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.

Mr. Eck stated Jarvis Court had an interesting configuration and used the map to explain it. They had some flexibility. They could put, as they had done before, a form of a buffer strip in against these houses. He pointed out all the houses were fronting Jarvis Court and in the back was pasture land. They were building next to their livestock. There was a bridal path which was an additional buffer zone that already existed as well as the 6-foot fence separating them. They could attempt to limit their density contiguous to these lots. They did have a lot of open space at 10 acres. They were trying to maintain a reasonable lot size. If they gave up lots there, they would be squeezing them in elsewhere. They could do that. They did it all the time. He wanted to go a little tighter than 2 per gross acre. It was difficult to calculate when talking gross acreage because it was generally to the center of the road. He explained how it worked.

Council President Buban-Vonder Haar stated that was why she was trying to avoid dictating lot lines. She thought it would be too challenging.

Mr. Eck stated they needed a little flexibility to work with staff on the configurations but could agree to a limited density where they were contiguous to their existing lots.

Council discussed with Mr. Eck how to limit the density where they were contiguous to the existing lots.

Council President Buban-Vonder Haar recapped they all agreed to rezoning at R-6 with an actual density not to exceed 4.25 and the gross density for anything abutting Patriot Ridge would be a gross density of 3 plus or minus half an acre. The idea being they would have a transitional strip.

A member of the audience stated they were all part of the existing contiguous lots within the Patriot Ridge Residential Subdivision.

Council President Buban-Vonder Haar moved to approve case number 18-04-ZC (Rezone) with all of the conditions listed within the staff report and noting that, all though they were approving an R-6 zoning, the actual gross density of the subdivision shall be no greater than 4.25 units per acre with a gross density of 3, plus or minus half an acre, on the lots boarding the existing contiguous lots within Patriot Ridge, close the public hearing, and direct staff to prepare Findings of Fact, Conclusions of Law and Order of Decision for approval by Council on the next Council Meeting Consent Agenda. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.

7. Business Items:

A. Consideration to approve Resolution No. R29-2019 – Bob Bachman, Public Works Director ACTION ITEM
(Timestamp 01:18:22)

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT WITH RIMI INC AND THE CITY OF KUNA, IDAHO TO PROVIDE THE CITY WITH MECHANICAL PLAN REVIEW AND INSPECTION SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

Public Works Director Bob Bachman gave a brief over view of the item before Council and stood for questions.

Council Member Cardoza asked if the City Engineer was qualified to do this.

Mr. Bachman replied no.

Council President Buban-Vonder Haar appreciated that it was reviewed by legal and thought it looked fine.

Mr. Bachman did have it reviewed by legal a day or 2 late and he had a paragraph he wanted added in. They wanted to change page 6, section 3 General Provisions, paragraph W to read "In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses."

City Attorney Bill Gigray looked at this agreement as 1 of the better agreements he had seen and explained why he wanted to make this change to the agreement.

Council President Buban-Vonder Haar moved to approve Resolution No. R29-2019 with modifications as read by Public Works Director Bob Bachman. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen absent.

B. Consideration to approve $30,808 from contingency for a new position in the Planning & Zoning Department. – Wendy Howell, Planning & Zoning Director *(Timestamp 01:23:20)*

Mayor Stear stated he started this whole thing and explained they had been moving some positions around at City Hall to get things into departments that made better sense. In essence, he gave Public Works Director Bob Bachman a little more work and made Planning & Zoning Director Wendy Howell understaffed a little.

Ms. Howell explained she would advertise for a Planner I or Planner II in the hopes of getting a larger pool of applicants and then it would be based on their experience as to where they would fall into the range.

Council President Buban-Vonder Haar asked if this was the cheapest they could expect.

Ms. Howell replied it was the most expensive.

Council President Buban-Vonder Haar said that didn't seem like very much.

Ms. Howell explained it was for the remaining fiscal year.

Mayor Stear added basically they were experiencing growth at an incredible rate so everybody back there was running hard trying to keep up. That was why they ended up switching things around and now they needed more help.

Council President Buban-Vonder Haar moved to approve the expenditure of $30,808 dollars from contingency for a new position in the Planning & Zoning Department. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.

8. Ordinances:

None

9. Mayor/Council Announcements:

(Timestamp 01:26:01)

Parks Director Bobby Withrow updated Council on the splash pad. So far, they were on schedule to do the Memorial Day opening.

Council Member Cardoza asked about a big metal box at the splash pad that was sticking up with an iron plate on top.

Mr. Withrow remembered seeing a rod but not a box. There were 2 square vaults that they just put in concrete. They might have been just sitting there.

Council Member Cardoza said the concrete had already been poured around this and it was sticking up with a metal plate on top. It was on the west side by the ball field. He was concerned kids would get hurt on it. He suggested he and Mr. Withrow go look at it the next day.

Mr. Withrow agreed.

City Attorney Bill Gigray gave a legislative update.

10. Executive Session:

None

11. Adjournment: 7:40 P.M.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 04.16.2019

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

April 2, 2019 – City Council, Public Hearing

Case Name: Caspian Addition - REZONE ONLY.

Case Type: Applicant requests approval for a rezone of approximately 57.05 acres from A (Agriculture) to R-6, Medium Density Residential (MDR). These lots are known as Lot 17 and Lot 28, Block 1, of *Patriot Ridge Estates*. This site is located near the northwest corner of Lake Hazel and Linder Roads and are parcel No's R6934730350 and R6934730210, in Section 35, T3N, R 1W.

Case No.: **18-04-ZC (Rezone).**

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

IN FAVOR	NEUTRAL	IN OPPOSITION
☐ Testify ☒ Not Testify	☐ Testify ☒ Not Testify	☒ Testify ☐ Not Testify
MIKE WISE	Lauri Grover	Jeremy Woodland
Print Name	Print Name	Print Name
1855 W JARVIS CT	1815 W. Jarvis Ct	1990 Jarvis Ct.
Print Address	Print Address	Print Address
MERIDIAN 83642	Meridian ID 83642	Meridian ID 83642
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☒ Testify ☐ Not Testify
Print Name	Print Name	DALE VORIS
Print Address	Print Address	1760 JARVIS ct.
City State, Zip	City State, Zip	MERIDIAN ID 83642
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☒ Not Testify
Print Name	Print Name	SCOT HALL
Print Address	Print Address	1908 W. JARVIS CT
City State, Zip	City State, Zip	MERIDIAN ID 83642
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☒ Not Testify
Print Name	Print Name	MARY MOTT
Print Address	Print Address	1995 W JARVIS CT
City State, Zip	City State, Zip	MERIDIAN ID 83642
		City State, Zi

Kenneth D. Bax
1735 W. Jarvis
Meridian, ID
IN OPPOSITION

IN FAVOR	NEUTRAL	IN OPPOSITION
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☒ Testify ☐ Not Testify
Print Name	Print Name	Tim Evans Print Name
Print Address	Print Address	Print Address 1852 W. Jarvis
City State, Zip	City State, Zip	City State, Zip Meridian id 83642
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☒ Testify ☐ Not Testify
Print Name	Print Name	Robert Wilson Print Name
Print Address	Print Address	1650 W. Jarvis Print Address
City State, Zip	City State, Zip	Meridian ID 83642 City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☒ Not Testify
Print Name	Print Name	Lauri Grover Print Name
Print Address	Print Address	1815 W. Jarvis Ct Print Address
City State, Zip	City State, Zip	Meridian ID 83642 City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☒ Not Testify
Print Name	Print Name	Melynda Boswell Print Name
Print Address	Print Address	1651 W. Jarvis Ct. Print Address
City State, Zip	City State, Zip	Meridian Id. 83642 City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☒ Not Testify
Print Name	Print Name	Randy & Stacie Tasker Print Name
Print Address	Print Address	1998 W Jarvis Ct Print Address
City State, Zip	City State, Zip	Meridian ID 83642 City State, Zip

MIKE WISE
1855 JARVIS Ct
MERIDIAN 83642

IN FAVOR	NEUTRAL	IN OPPOSITION
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☒ Not Testify
Print Name	Print Name	Cindy Kubena
Print Address	Print Address	1985 W Jarvis Ct.
City State, Zip	City State, Zip	Meridian ID 83642
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☒ Not Testify
Print Name	Print Name	Pean Kubena
Print Address	Print Address	1985 W. Jarvis Ct
City State, Zip	City State, Zip	Meridian Id 8364
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☒ Not Testify
Print Name	Print Name	Marshall Stri
Print Address	Print Address	5831 S Lindsay
City State, Zip	City State, Zip	Meridian Id 836
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
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IN FAVOR	NEUTRAL	IN OPPOSITION
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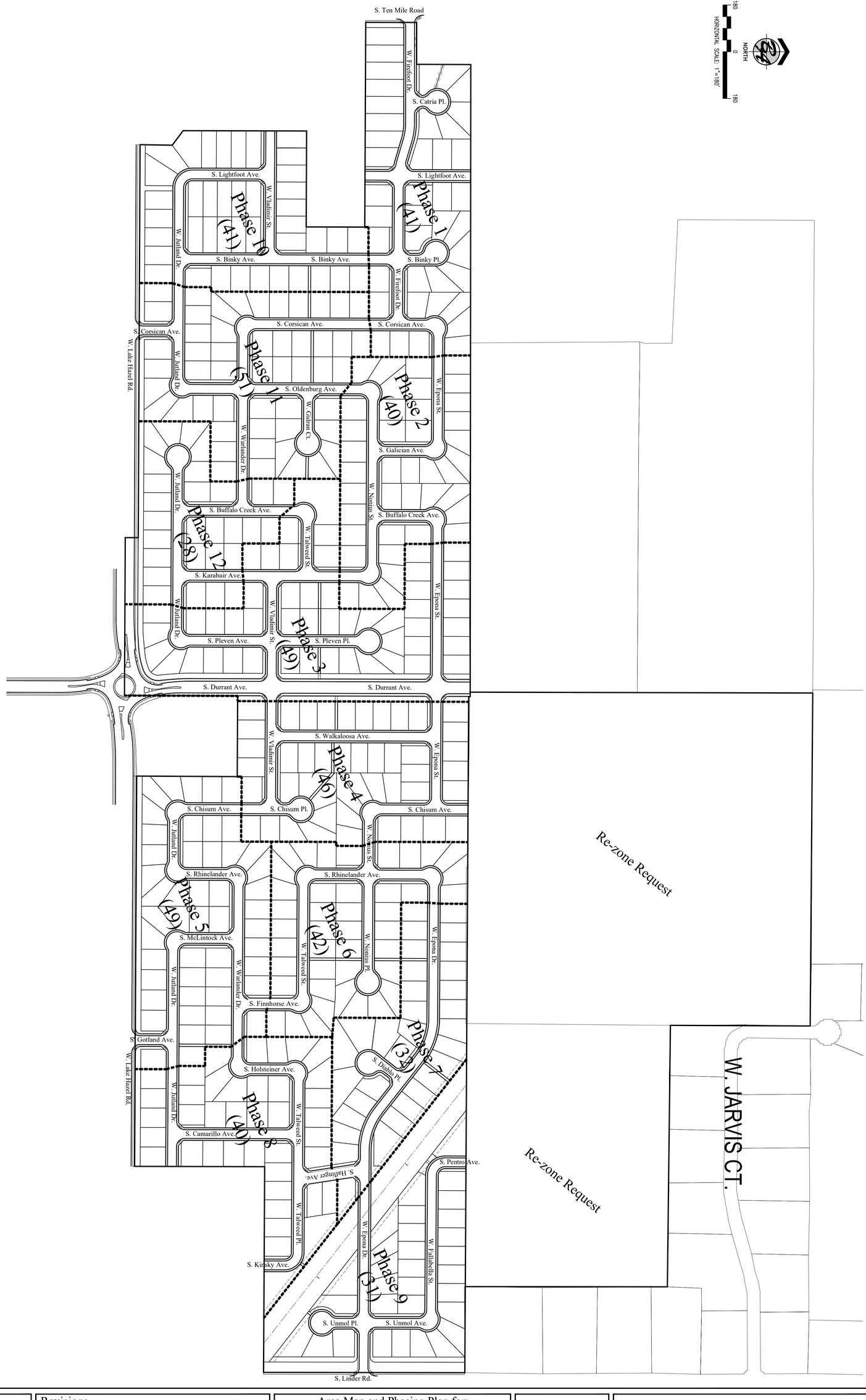
City State, Zip	City State, Zip	City State, Zip



SHEET No. 1	SCALE: AS SHOWN	
	DATE: April 2, 2019	
	DRAWN BY: J.L. HALL	
	CHECKED BY: J.D. CANNING	
	PROJECT NO. ET16	
	DRAWING FILE NAME: ET16/dwg/Caspian Sub Area	

Revisions

REV.	DESC.	DATE/BY

Area Map and Phasing Plan for:

Re-zone Request

PARCELS OF LAND, INCLUDING A PORTION OF LOT 3, BLOCK 1 OF TITUS SUBDIVISION. SITUATE IN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

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

4A1

CCM Meeting 04-02-19
Public Hearing

City of Kuna | Payment Approval Report - City Council Approval | Page: 1
Report dates: 3/29/2019-4/11/2019 | Apr 11, 2019 02:41PM

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
A COMPANY, INC.												
1463	A COMPANY, INC.	114-8252316		RESTROOM EXCHANGE, 1/18/19-2/3/19 - SEGO PRAIRIE POND/NICHOLSON	03/29/2019	52.95	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
Total 114-8252316:						52.95	.00					
1463	A COMPANY, INC.	114-8275099		STANDARD RESTROOM RENTAL #T273, BI-WEEKLY SERVICE, 3/4/19-3/31/19 - ITY FARM	03/31/2019	92.13	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
Total 114-8275099:						92.13	.00					
1463	A COMPANY, INC.	114-8275101		ADA WHEELCHAIR ACCESSIBLE RENTAL #ADA493, WEEKLY SERVICE, STANDARD RESTROOM RENTAL #KK099, WEEKLY SERVICE, 3/4/19-3/31/19 - CITY HALL GREENBELT	03/31/2019	303.05	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
Total 114-8275101:						303.05	.00					
1463	A COMPANY, INC.	114-8275102		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL ADANO#10, WEEKLY SERVICE, 3/4/19-3/31/19 - THE FARM PARK	03/31/2019	198.12	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
Total 114-8275102:						198.12	.00					
1463	A COMPANY, INC.	114-8275103		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL #ADA188, WEEKLY SERVICE, 3/4-3/31/19 - ARBOR RIDGE PARK	03/31/2019	198.12	.00	01-6212 RENT-EQUIPMENT	1004	4/19		

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 114-8275103:						198.12	.00					
1463	A COMPANY, INC.	114-8275104		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, BI WEEKLY SERVICE, 3/4-3/31/19 - SADIE CREEK PARK	03/31/2019	160.00	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
Total 114-8275104:						160.00	.00					
1463	A COMPANY, INC.	114-8275106		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL #ADA412, WEEKLY SERVICE, 3/4-3/31/19 - SEGO PRAIRIE POND/ NICHOLSON	03/31/2019	202.36	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
Total 114-8275106:						202.36	.00					
1463	A COMPANY, INC.	114-8275109		STANDARD RESTROOM RENTAL #ADA397, BI WEEKLY SERVICE, 3/4-3/31/19 - WINCHESTER PARK SUTTERS MILL	03/31/2019	160.00	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
Total 114-8275109:						160.00	.00					
Total A COMPANY, INC.:						1,366.73	.00					
A.M.E. ELECTRIC, INC.												
1210	A.M.E. ELECTRIC, INC.	190113		PROVIDE ELECTRICAL TO RELOCATE THE METER BASE AND ADD NEW SERVICE DISCONNECT AT THE CRIMSON PI STATION, R. JONES, MAR. '19	03/29/2019	5,223.14	.00	25-6166 PP&E PURCHASES - OPERATIONS	1057	4/19		
Total 190113:						5,223.14	.00					
Total A.M.E. ELECTRIC, INC.:						5,223.14	.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
ACEM												
839	ACEM	60319.00		3RD QTR MEMBERSHIP DUES FOR FY 2019, APR.'19	04/01/2019	1,687.00	.00	01-6075 DUES & MEMBERSHIPS	0	4/19		
Total 60319.00:						1,687.00	.00					
Total ACEM:						1,687.00	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	03312019ACH		ACHD IMPACT FEE, MAR.'19	03/31/2019	187,453.00	187,453.00	01-2510 ACHD IMPACT FEE TRANSFER	0	4/19	04/09/2019	
Total 03312019ACHDI:						187,453.00	187,453.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						187,453.00	187,453.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	8259		SHERIFF SERVICES FOR APRIL 2019	04/01/2019	183,845.78	.00	01-6000 LAW ENFORCEMENT SERVICES	0	4/19		
Total 8259:						183,845.78	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						183,845.78	.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	16022288		TELEPHONE, DATA, NETWORK SERVICES, 4/1/2019-4/30/2019 - ADMIN	04/01/2019	328.76	.00	01-6255 TELEPH0NE	0	4/19		
1411	ALLSTREAM BUSINESS US, INC	16022288		TELEPHONE, DATA, NETWORK SERVICES, 4/1/2019-4/30/2019 - WATER	04/01/2019	305.28	.00	20-6255 TELEPH0NE EXPENSE	0	4/19		
1411	ALLSTREAM BUSINESS US, INC	16022288		TELEPHONE, DATA, NETWORK SERVICES, 4/1/2019-4/30/2019 - SEWER	04/01/2019	305.28	.00	21-6255 TELEPH0NE EXPENSE	0	4/19		
1411	ALLSTREAM BUSINESS US, INC	16022288		TELEPHONE, DATA, NETWORK SERVICES, 4/1/2019-4/30/2019 - P.I.	04/01/2019	117.41	.00	25-6255 TELEPH0NE EXPENSE	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1411	ALLSTREAM BUSINESS US, INC	16022288		TELEPHONE, DATA, NETWORK SERVICES, 4/1/2019-4/30/2019 - P&Z	04/01/2019	117.41	.00	01-6255 TELEPH0NE	1003	4/19		
Total 16022288:						1,174.14	.00					
Total ALLSTREAM BUSINESS US, INC:						1,174.14	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	61507		MONTHLY BACTERIA SAMPLES, MAR. '19 - WATER	03/31/2019	323.95	.00	20-6150 M & R - SYSTEM	0	4/19		
Total 61507:						323.95	.00					
1	ANALYTICAL LABORATORIES	61508		LAB TESTS, MAR. '19 - SEWER	03/31/2019	1,025.05	.00	21-6152 M & R - LABORATORY COSTS	0	4/19		
Total 61508:						1,025.05	.00					
Total ANALYTICAL LABORATORIES:						1,349.00	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126890001	8221	3 CANS OF ENGINE DEGREASER, R. JONES, MAR. '19	03/20/2019	8.31	.00	20-6175 SMALL TOOLS	0	4/19		
Total 4126890001:						8.31	.00					
Total AUTOZONE, INC.:						8.31	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	135847	8264	OFFICE SUPPLIES, FOR CITY HALL, MAR.'19	04/01/2019	22.98	.00	01-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	135847	8264	FOLDER, J.COULTER, MAR.'19	04/01/2019	12.06	.00	01-6165 OFFICE SUPPLIES	1005	4/19		
1795	BUYWYZ LLC	135847	8264	OFFICE SUPPLIES, MAR.'19 - PARKS	04/01/2019	74.95	.00	01-6165 OFFICE SUPPLIES	1004	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	135847	8264	JANITORIAL SUPPLIES, MAR.'19 - PARKS	04/01/2019	153.30	.00	01-6025 JANITORIAL	1004	4/19		
Total 135847:						263.29	.00					
1795	BUYWYZ LLC	136030	8300	OFFICE SUPPLIES FOR NEW PARKS OFFICE, J.LORENTZ, APR.'19	04/03/2019	47.57	.00	01-6165 OFFICE SUPPLIES	1004	4/19		
1795	BUYWYZ LLC	136030	8300	MOUSE FOR D.STEPHENS, BLDG DEPT, APR.'19	04/03/2019	17.29	.00	01-6165 OFFICE SUPPLIES	1005	4/19		
1795	BUYWYZ LLC	136030	8300	OFFICE SUPPLIES FOR CITY HALL, APR.'19	04/03/2019	11.12	.00	01-6165 OFFICE SUPPLIES	0	4/19		
Total 136030:						75.98	.00					
Total BUYWYZ LLC:						339.27	.00					
CASELLE INC												
1239	CASELLE INC	94396		CONTRACT SUPPORT AND MAINTENANCE FOR 05/01/2019 TO 05/31/2019 - ADMIN	04/01/2019	459.20	.00	01-6052 CONTRACT SERVICES	0	4/19		
1239	CASELLE INC	94396		CONTRACT SUPPORT AND MAINTENANCE FOR 05/01/2019 TO 05/31/2019 - WATER	04/01/2019	434.60	.00	20-6052 CONTRACT SERVICES	0	4/19		
1239	CASELLE INC	94396		CONTRACT SUPPORT AND MAINTENANCE FOR 05/01/2019 TO 05/31/2019 - SEWER	04/01/2019	434.60	.00	21-6052 C0NTRACT SERVICES	0	4/19		
1239	CASELLE INC	94396		CONTRACT SUPPORT AND MAINTENANCE FOR 05/01/2019 TO 05/31/2019 - P.I.	04/01/2019	164.00	.00	25-6052 C0NTRACT SERVICES	0	4/19		
1239	CASELLE INC	94396		CONTRACT SUPPORT AND MAINTENANCE FOR 05/01/2019 TO 05/31/2019 - P&Z	04/01/2019	147.60	.00	01-6052 CONTRACT SERVICES	1003	4/19		
Total 94396:						1,640.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	Total CASELLE INC:					1,640.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922113603		DEDICATED LANDLINE SCADA, 3/25-4/24/19 - WATER	04/05/2019	19.77	19.77	20-6255 TELEPH0NE EXPENSE	0	4/19	04/05/2019	
62	CENTURYLINK	208922113603		DEDICATED LANDLINE SCADA, 3/25-4/24/19 - SEWER	04/05/2019	19.77	19.77	21-6255 TELEPH0NE EXPENSE	0	4/19	04/05/2019	
62	CENTURYLINK	208922113603		DEDICATED LANDLINE SCADA, 3/25-4/24/19 - P.I	04/05/2019	7.53	7.53	25-6255 TELEPH0NE EXPENSE	0	4/19	04/05/2019	
	Total 20892211360325042419:					47.07	47.07					
	Total CENTURYLINK:					47.07	47.07					
CLOVERDALE NURSERY												
725	CLOVERDALE NURSERY	270253	8255	17 MOONGLOW JUNIPERS, ORCHARD LIFT STATION LANDSCAPE TREES, B. BACHMAN, MAR. '19	03/26/2019	1,972.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1104	4/19		
	Total 270253:					1,972.00	.00					
	Total CLOVERDALE NURSERY:					1,972.00	.00					
COMPASS												
4	COMPASS	219084		3RD QUARTER MEMBERSHIP DUES, APR.'19	04/01/2019	2,286.00	.00	01-6075 DUES & MEMBERSHIPS	0	4/19		
	Total 219084:					2,286.00	.00					
	Total COMPASS:					2,286.00	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8091	8279	PARTS/MATERIALS/FREIGHT, SIEMENS SITRANS FLOW METER FOR PATAGONIA LIFT STATION, SUBMERGENCE KIT								

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
				FOR SIEMENS SITRANS FLOW METER JUNCTION BOX, T. FLEMING, APR. '19	03/29/2019	1,788.90	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 8091:						1,788.90	.00					
147	CUSTOM ELECTRIC, INC.	8092	8278	PARTS/MATERIALS AND LABOR FOR STARTERS AND OVERLOADS AT HUBBARD LIFT STATION, T. FLEMING, APR. '19	03/29/2019	1,578.50	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 8092:						1,578.50	.00					
147	CUSTOM ELECTRIC, INC.	8093	8317	FLOW METERS FOR EFFLUENT PUMPS 1-3, WEST WELL AND PROCESS WELL, SEWER, T. FLEMING, MAR. '19	03/29/2019	11,809.84	.00	21-6166 PP&E PURCHASES - OPERATIONS	1057	4/19		
Total 8093:						11,809.84	.00					
147	CUSTOM ELECTRIC, INC.	8102		TROUBLESHOOTING AND SCADA PROGRAMMING FOR PATAGONIA LIFT STATION, SEWER, T. FLEMING, APR. '19	04/09/2019	170.00	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 8102:						170.00	.00					
Total CUSTOM ELECTRIC, INC.:						15,347.24	.00					
D & B SUPPLY												
75	D & B SUPPLY	233110001	8178	2 REPLACEMENT RAINGEAR BIBS FOR CLEANING THE MEMBRANES AT SEWER PLANT FOR M. NADEAU AND R. DAVILA, SEWER MAR '19	03/11/2019	73.98	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	4/19		
Total 233110001:						73.98	.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 D & B SUPPLY:						73.98	.00					
DIGLINE												
25	DIGLINE	0060346-IN		DIG FEES, MAR. '19 - WATER	03/31/2019	272.90	.00	20-6065 DIG LINE EXPENSE	0	4/19		
25	DIGLINE	0060346-IN		DIG FEES, MAR. '19 - SEWER	03/31/2019	272.90	.00	21-6065 DIG LINE EXPENSE	0	4/19		
25	DIGLINE	0060346-IN		DIG FEES, MAR. '19 - P.I.	03/31/2019	103.97	.00	25-6065 DIG LINE EXPENSE	0	4/19		
Total 0060346-IN:						649.77	.00					
Total DIGLINE:						649.77	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	03312019DMH		PLUMBING PERMITS, MAR.'19	03/31/2019	11,321.19	11,321.19	01-6202 PR0FESSI0NAL SERVICES	1003	4/19	04/09/2019	
Total 03312019DMH:						11,321.19	11,321.19					
Total DMH ENTERPRISES:						11,321.19	11,321.19					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	03312019ECI		ELECTRICAL PERMITS, MAR.'19	03/31/2019	11,394.00	11,394.00	01-6202 PR0FESSI0NAL SERVICES	1003	4/19	04/09/2019	
Total 03312019ECI:						11,394.00	11,394.00					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						11,394.00	11,394.00					
FASTENAL COMPANY												
1507	FASTENAL COMPANY	IDBOS222734		BOLTS & WASHERS FOR SEWER PLANT, M. NADEAU, SEP. '18	09/04/2018	25.68	25.68	21-6150 M & R - SYSTEM	0	4/19	04/05/2019	

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 IDBOS222734:						25.68	25.68					
1507	FASTENAL COMPANY	IDBOS223467		BOLTS, R. WARWICK, SEP. '18	09/27/2018	42.46	42.46	21-6090 FARM EXPENDITURES	0	4/19	04/05/2019	
Total IDBOS223467:						42.46	42.46					
1507	FASTENAL COMPANY	IDBOS224097		BOLTS FOR FARM, R. WARWICK, OCT. '18	10/19/2018	21.23	21.23	21-6090 FARM EXPENDITURES	0	4/19	04/05/2019	
Total IDBOS224097:						21.23	21.23					
1507	FASTENAL COMPANY	IDBOS227573	8086	TOOLS FOR SEWER TRUCK #35, T. FLEMING, FEB '19	02/20/2019	415.12	.00	21-6175 SMALL TOOLS	0	4/19		
Total IDBOS227573:						415.12	.00					
Total FASTENAL COMPANY:						504.49	89.37					
FATBEAM LLC												
1831	FATBEAM LLC	8207		INTERNET SERVICES FOR APRIL 2019 - ADMIN	04/01/2019	95.00	.00	01-6052 CONTRACT SERVICES	0	4/19		
1831	FATBEAM LLC	8207		INTERNET SERVICES FOR APRIL 2019 - WATER	04/01/2019	65.00	.00	20-6052 CONTRACT SERVICES	0	4/19		
1831	FATBEAM LLC	8207		INTERNET SERVICES FOR APRIL 2019 - SEWER	04/01/2019	65.00	.00	21-6052 C0NTRACT SERVICES	0	4/19		
1831	FATBEAM LLC	8207		INTERNET SERVICES FOR APRIL 2019 - P.I.	04/01/2019	25.00	.00	25-6052 C0NTRACT SERVICES	0	4/19		
Total 8207:						250.00	.00					
Total FATBEAM LLC:						250.00	.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
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0708220	8236	12" TEST BALL FOR THE LAGOONS FOR LEAK TESTING, T. SHAFER, MAR. '19	03/22/2019	447.68	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 0708220:						447.68	.00					
219	FERGUSON ENTERPRISES INC	7054257	8225	ADA COMPLIMENT COVER FOR PLUMBING, TOILET SEAL, PARKS OFFICE, S. HOWELL, MAR. '19	03/21/2019	75.88	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
Total 7054257:						75.88	.00					
Total FERGUSON ENTERPRISES INC:						523.56	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	7256620	8257	CHEMICAL TRANSFER HOSE PROCESS BLD, M.NADEAU, MAR. '19	03/26/2019	37.05	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 7256620:						37.05	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						37.05	.00					
GLOBAL EQUIPMENT COMPANY INC												
1963	GLOBAL EQUIPMENT COMPANY INC	114073328	8234	SIGNS FOR ORCHARD HOUSE, "NO SMOKING", "EMPLOYEE ENTRANCE", "BATHROOMS", J. MORFIN, MAR. '19	03/22/2019	54.02	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
Total 114073328:						54.02	.00					
1963	GLOBAL EQUIPMENT COMPANY INC	114083297	8234	SIGNS FOR ORCHARD HOUSE, "NO SMOKING", "EMPLOYEE ENTRANCE", "BATHROOMS", J. MORFIN, MAR. '19	03/26/2019	90.83	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
Total 114083297:						90.83	.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 GLOBAL EQUIPMENT COMPANY INC:						144.85	.00					
GROUND INNOVATIONS LLC												
1917	GROUND INNOVATIONS LLC	1491		CONCRETE FOR SPLASH PAD, PARKS, MAR. '19	03/28/2019	12,244.00	.00	01-6045 C0NTINGENCY	1067	4/19		
Total 1491:						12,244.00	.00					
1917	GROUND INNOVATIONS LLC	1493		ROCK BEDDING FOR PIPE AT WEST WELL REHAB, T. FLEMING, APR. '19	04/01/2019	349.50	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	4/19		
Total 1493:						349.50	.00					
1917	GROUND INNOVATIONS LLC	1494		3/4 ROAD MIX FOR WELL 10, WATER, APR, '19	04/01/2019	164.07	.00	20-6140 MAINT. & REPAIR BUILDING	0	4/19		
Total 1494:						164.07	.00					
Total GROUND INNOVATIONS LLC:						12,757.57	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	I5093837		BACKFLOW FOR BERNIE PUMP, M. MEADE, MAR. '19	03/26/2019	621.34	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total I5093837:						621.34	.00					
1552	H.D. FOWLER COMPANY	I5102866	8220	WATER TOWER BACKFLOW PROJECT ASSORTED PARTS AT BERNIE, J. MORFIN, APR. '19	04/04/2019	916.49	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total I5102866:						916.49	.00					
1552	H.D. FOWLER COMPANY	I5102962	8305	K-RAIN SPRINKLER CONTROLLERS, M.MEADE, APR.'19	04/04/2019	858.20	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		

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 I5102962:						858.20	.00					
Total H.D. FOWLER COMPANY:						2,396.03	.00					
HUBBLE HOMES												
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	1,349.60	1,349.60	01-4360 BUILDING PERMITS	1003	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	3,073.00	3,073.00	01-2510 ACHD IMPACT FEE TRANSFER	1003	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	40.00	40.00	01-4155 ADMINISTRATI0N SERVICES	1003	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	25.00	25.00	01-4391 IRES CHECK FEES	1003	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	900.00	900.00	25-4505 NEW SERVICE CONNECTION	0	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	620.00	620.00	05-4704 PRESSURE IRRIG CAPACITY FEE	0	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	1,085.00	1,085.00	20-4505 NEW SERVICE CONNECTION	0	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	1,173.00	1,173.00	05-4504 WATER MAIN CAPACITY FEE	0	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	3,233.75	3,233.75	21-2530 DUE TO KEYBANK 2006-1 LID	0	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	1,092.25	1,092.25	21-4606 LID REDUCED SEWER CONNECTION	0	4/19	04/05/2019	

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
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	93.00	93.00	01-4392 MECHANICAL PERMITS	1003	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	340.00	340.00	20-4503 NEW METER	0	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	829.00	829.00	05-4604 SEWER MAIN CAPACITY FEE	0	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	939.00	939.00	50-4650 PARK IMPACT FEE REVENUE	0	4/19	04/05/2019	
380	HUBBLE HOMES	BP18209		REFUND OF INCORRECT PERMIT, HUBBLE HOMES, APR.'19	04/02/2019	701.00	701.00	01-2511 KRFD IMPACT FEE TRANSFER	0	4/19	04/05/2019	
Total BP18209:						15,493.60	15,493.60					
Total HUBBLE HOMES:						15,493.60	15,493.60					
ICON ENTERPRISES, INC.												
1631	ICON ENTERPRISES, INC.	183855		KUNA PUBLIC WORKS DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - WATER	04/10/2019	273.00	.00	20-6052 CONTRACT SERVICES	0	4/19		
1631	ICON ENTERPRISES, INC.	183855		KUNA PUBLIC WORKS DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - SEWER	04/10/2019	273.00	.00	21-6052 C0NTRACT SERVICES	0	4/19		
1631	ICON ENTERPRISES, INC.	183855		KUNA PUBLIC WORKS DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - P.I.	04/10/2019	104.00	.00	25-6052 C0NTRACT SERVICES	0	4/19		

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 183855:						650.00	.00					
1631	ICON ENTERPRISES, INC.	183856		KUNA PLANNING AND ZONING DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - P & Z	04/10/2019	650.00	.00	01-6052 CONTRACT SERVICES	1003	4/19		
Total 183856:						650.00	.00					
1631	ICON ENTERPRISES, INC.	183857		KUNA PARKS AND REC WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - PARKS	04/10/2019	650.00	.00	01-6052 CONTRACT SERVICES	1004	4/19		
Total 183857:						650.00	.00					
1631	ICON ENTERPRISES, INC.	183858		KUNA FINANCE DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - ADMIN	04/10/2019	182.00	.00	01-6052 CONTRACT SERVICES	0	4/19		
1631	ICON ENTERPRISES, INC.	183858		KUNA FINANCE DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - P&Z	04/10/2019	65.00	.00	01-6052 CONTRACT SERVICES	1003	4/19		
1631	ICON ENTERPRISES, INC.	183858		KUNA FINANCE DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - WATER	04/10/2019	169.00	.00	20-6052 CONTRACT SERVICES	0	4/19		
1631	ICON ENTERPRISES, INC.	183858		KUNA FINANCE DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - SEWER	04/10/2019	169.00	.00	21-6052 C0NTRACT SERVICES	0	4/19		
1631	ICON ENTERPRISES, INC.	183858		KUNA FINANCE DEPARTMENT WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR								

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
				HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - P.I.	04/10/2019	65.00	.00	25-6052 C0NTRACT SERVICES	0	4/19		
Total 183858:						650.00	.00					
1631	ICON ENTERPRISES, INC.	183859		KUNA CLERKS OFFICE WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - ADMIN	04/10/2019	611.00	.00	01-6052 CONTRACT SERVICES	0	4/19		
1631	ICON ENTERPRISES, INC.	183859		KUNA CLERKS OFFICE WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - WATER	04/10/2019	15.60	.00	20-6052 CONTRACT SERVICES	0	4/19		
1631	ICON ENTERPRISES, INC.	183859		KUNA CLERKS OFFICE WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - SEWER	04/10/2019	15.60	.00	21-6052 C0NTRACT SERVICES	0	4/19		
1631	ICON ENTERPRISES, INC.	183859		KUNA CLERKS OFFICE WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 4/10/2019-4/9/2020 - P.I.	04/10/2019	7.80	.00	25-6052 C0NTRACT SERVICES	0	4/19		
Total 183859:						650.00	.00					
Total ICON ENTERPRISES, INC.:						3,250.00	.00					
ICRMP												
35	ICRMP	02101-1819-2		RISK INSURANCE, 2ND INSTALLMENT, POLICY PERIOD 10/1/18-9/30/19 - ADMIN	04/05/2019	9,239.27	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	0	4/19		
35	ICRMP	02101-1819-2		RISK INSURANCE, 2ND INSTALLMENT, POLICY PERIOD 10/1/18-9/30/19 - P & Z	04/05/2019	2,639.78	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1003	4/19		
35	ICRMP	02101-1819-2		RISK INSURANCE, 2ND INSTALLMENT, POLICY PERIOD 10/1/18-9/30/19 - PARKS	04/05/2019	3,079.76	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1004	4/19		

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
35	ICRMP	02101-1819-2		RISK INSURANCE, 2ND INSTALLMENT, POLICY PERIOD 10/1/18-9/30/19 - WATER	04/05/2019	8,799.30	.00	20-6130 LIABILITY & PR0PERTY INSURANCE	0	4/19		
35	ICRMP	02101-1819-2		RISK INSURANCE, 2ND INSTALLMENT, POLICY PERIOD 10/1/18-9/30/19 - SEWER	04/05/2019	18,038.57	.00	21-6130 LIABILITY & PR0PERTY INSURANCE	0	4/19		
35	ICRMP	02101-1819-2		RISK INSURANCE, 2ND INSTALLMENT, POLICY PERIOD 10/1/18-9/30/19 - P.I	04/05/2019	1,979.84	.00	25-6130 LIABILITY & PR0PERTY INSURANCE	0	4/19		
35	ICRMP	02101-1819-2		RISK INSURANCE, 2ND INSTALLMENT, POLICY PERIOD 10/1/18-9/30/19 - SENIOR CENTER	04/05/2019	219.98	.00	01-6130 LIABILITY & PR0PERTY INSURANCE	1001	4/19		
Total 02101-1819-2:						43,996.50	.00					
Total ICRMP:						43,996.50	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	04/2019		CONTRACT SERVICES FOR APRIL 2019	04/01/2019	5,833.33	.00	01-6005 ANIMAL CONTROL SERVICES	0	4/19		
Total 04/2019:						5,833.33	.00					
Total IDAHO HUMANE SOCIETY:						5,833.33	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1155765	8224	AD#1881044, LEGAL PUBLICATION, FILE 18-09-S, SAPPHIRE RANCH SUBDIVISION, J. HELLMAN, MAR. '19	03/27/2019	50.88	.00	01-6125 LEGAL PUBLICATI0NS	1003	4/19		
1802	IDAHO PRESS TRIBUNE, LLC	1155765	8239	AD#1881904, SUMMARY PUBLICATION OF ORDINANCE NO. 2019-08, A. WELKER, MAR. '19	03/27/2019	193.91	.00	25-6125 LEGAL PUBLICATI0NS	0	4/19		
1802	IDAHO PRESS TRIBUNE, LLC	1155765		AD#1881940, LEGAL NOTICE, PUBLICATION OF ORDINANCE 2019-05, A.WELKER, MAR.'19	03/27/2019	44.22	.00	01-6125 LEGAL PUBLICATI0NS	0	4/19		

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 1155765:						289.01	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1157056	8171	AD#1881867, LEGAL NOTICE, FILE #19-01-AN, GUIDO ANNEXATION, T. BEHUNIN, MAR. '19	04/03/2019	53.10	.00	01-6125 LEGAL PUBLICATI0NS	1003	4/19		
1802	IDAHO PRESS TRIBUNE, LLC	1157056	8177	AD#1880952, LEGAL NOTICE, ENVISION KUNA COMPREHENSIVE PLAN, J. HELLMAN, MAR. '19	04/03/2019	74.00	.00	01-6125 LEGAL PUBLICATI0NS	1003	4/19		
1802	IDAHO PRESS TRIBUNE, LLC	1157056	8242	AD#1882516, LEGAL NOTICE, FILE #19-01-SUP, SPECIAL USE PERMIT FOR ANCHOR ACADEMY DAYCARE, S. WEIGAR, MAR. '19	04/03/2019	52.36	.00	01-6125 LEGAL PUBLICATI0NS	1003	4/19		
Total 1157056:						179.46	.00					
Total IDAHO PRESS TRIBUNE, LLC:						468.47	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	03252019ISP-		SOLICITOR FINGERPRINTING, J.LOOSLE-S.SWANSON-J.COLSON-S.COOK, 2/28-3/12/19	03/29/2019	133.00	133.00	01-2075 UNEARNED REVENUE	0	3/19	03/29/2019	
Total 03252019ISP-SFP:						133.00	133.00					
Total IDAHO STATE POLICE:						133.00	133.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	113444		LABOR OVER AND ABOVE PRO -ACTION VISIT FOR TROUBLESHOOT AND REPAIRING FTP ISSUE,3/29/19, MAR.'19	03/31/2019	73.92	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113444		LABOR OVER AND ABOVE PRO -ACTION VISIT FOR TROUBLESHOOTING AND REPAIRING FTP ISSUE, 3/29/19,								

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
				MAR.'19 - P & Z	03/31/2019	26.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113444		LABOR OVER AND ABOVE PRO -ACTION VISIT FOR TROUBLESHOOTING AND REPAIRING FTP ISSUE, 3/29/19, MAR.'19 - WATER	03/31/2019	68.64	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113444		LABOR OVER AND ABOVE PRO -ACTION VISIT FOR TROUBLESHOOTING AND REPAIRING FTP ISSUE, 3/29/19, MAR.'19 - SEWER	03/31/2019	68.64	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113444		LABOR OVER AND ABOVE PRO -ACTION VISIT FOR TROUBLESHOOTING AND REPAIRING FTP ISSUE, 3/29/19, MAR.'19 - P.I	03/31/2019	26.40	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
Total 113444:						264.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	113535		LABOR OVER AND ABOVE THE PRO-ACTION VISIT, CONFIGURING FTP, 4/3/19, APR.'19	04/07/2019	60.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113535		LABOR OVER AND ABOVE PRO -ACTION VISIT, CONFIGURING FTP, 4/3/19, APR.'19 - P & Z	04/07/2019	21.60	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113535		LABOR OVER AND ABOVE PRO -ACTION VISIT, CONFIGURING FTP, 4/3/19, APR.'19 - WATER	04/07/2019	56.16	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113535		LABOR OVER AND ABOVE PRO -ACTION VISIT, CONFIGURING FTP, 4/3/19, APR.'19 - SEWER	04/07/2019	56.16	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113535		LABOR OVER AND ABOVE PRO -ACTION VISIT, CONFIGURING FTP, 4/3/19, APR.'19 - P.I	04/07/2019	21.60	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		

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 113535:						216.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						480.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000226		NATURAL GAS CONSUMPTION AT CITY HALL, 2/26-3/27/19 - WATER	04/05/2019	628.64	628.64	20-6290 UTILITIES EXPENSE	0	4/19	04/05/2019	
37	INTERMOUNTAIN GAS CO	482195000226		NATURAL GAS CONSUMPTION AT CITY HALL, 2/26-3/27/19 - SEWER	04/05/2019	628.64	628.64	21-6290 UTILITIES EXPENSE	0	4/19	04/05/2019	
37	INTERMOUNTAIN GAS CO	482195000226		NATURAL GAS CONSUMPTION AT CITY HALL, 2/26-3/27/19 - P.I.	04/05/2019	239.49	239.49	25-6290 UTILITIES EXPENSE	0	4/19	04/05/2019	
Total 4821950002261932719:						1,496.77	1,496.77					
Total INTERMOUNTAIN GAS CO:						1,496.77	1,496.77					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	03212019JM		SLUDGE REMOVAL, MAR.'19	03/21/2019	2,160.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	4/19		
Total 03212019JM:						2,160.00	.00					
230	J & M SANITATION, INC.	03212019JM-M		CONTAINER AT MAINTENANCE YARD, MAR.'19 - PARKS	03/21/2019	472.50	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
230	J & M SANITATION, INC.	03212019JM-M		CONTAINER AT MAINTENANCE YARD, MAR.'19 - WATER	03/21/2019	189.00	.00	20-6212 RENT - EQUIPMENT	0	4/19		
230	J & M SANITATION, INC.	03212019JM-M		CONTAINER AT MAINTENANCE YARD, MAR.'19 - SEWER	03/21/2019	189.00	.00	21-6212 RENT-EQUIPMENT	0	4/19		
230	J & M SANITATION, INC.	03212019JM-M		CONTAINER AT MAINTENANCE YARD, MAR.'19 - P.I	03/21/2019	94.50	.00	25-6212 RENT - EQUIPMENT	0	4/19		
Total 03212019JM-MY:						945.00	.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
230	J & M SANITATION, INC.	03222019-032		SANITATION RECEIPT TRANSFER, 3/22-28/19	03/29/2019	13,361.63	13,361.63	26-7000 SOLID WASTE SERVICE FEES	0	3/19	03/29/2019	
230	J & M SANITATION, INC.	03222019-032		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 3/22-28/19	03/29/2019	-1,320.13	-1,320.13	01-4170 FRANCHISE FEES	0	3/19	03/29/2019	
Total 03222019-03282019:						12,041.50	12,041.50					
230	J & M SANITATION, INC.	03292019-040		SANITATION RECEIPT TRANSFER, 03/29/2019-04/04/2019	04/05/2019	25,504.37	25,504.37	26-7000 SOLID WASTE SERVICE FEES	0	4/19	04/05/2019	
230	J & M SANITATION, INC.	03292019-040		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 03/29/2019-04/04/2019	04/05/2019	-2,519.83	-2,519.83	01-4170 FRANCHISE FEES	0	4/19	04/05/2019	
Total 03292019-04042019:						22,984.54	22,984.54					
Total J & M SANITATION, INC.:						38,131.04	35,026.04					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	164		JANITORIAL SERVICES FOR TREATMENT PLANT, APR. '19 - WATER	04/08/2019	50.40	.00	20-6025 JANITORIAL	0	4/19		
1976	JONATHAN STRICKLAND	164		JANITORIAL SERVICES FOR TREATMENT PLANT, APR. '19 - SEWER	04/08/2019	50.40	.00	21-6025 JANITORIAL	0	4/19		
1976	JONATHAN STRICKLAND	164		JANITORIAL SERVICES FOR TREATMENT PLANT, APR. '19 - P.I.	04/08/2019	19.20	.00	25-6025 JANITORIAL	0	4/19		
Total 164:						120.00	.00					
1976	JONATHAN STRICKLAND	165		JANITORIAL SERVICES FOR THE SENIOR CENTER, APR. '19	04/08/2019	446.00	.00	01-6025 JANITORIAL	1001	4/19		
Total 165:						446.00	.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
1976	JONATHAN STRICKLAND	166		JANITORIAL SERVICES FOR CITY HALL, APR. '19 - ADMIN	04/08/2019	156.80	.00	01-6025 JANITORIAL	0	4/19		
1976	JONATHAN STRICKLAND	166		JANITORIAL SERVICES FOR CITY HALL, APR. '19 - WATER	04/08/2019	145.60	.00	20-6025 JANITORIAL	0	4/19		
1976	JONATHAN STRICKLAND	166		JANITORIAL SERVICES FOR CITY HALL, APR. '19 - SEWER	04/08/2019	145.60	.00	21-6025 JANITORIAL	0	4/19		
1976	JONATHAN STRICKLAND	166		JANITORIAL SERVICES FOR CITY HALL, APR. '19 - P&Z	04/08/2019	56.00	.00	01-6025 JANITORIAL	1003	4/19		
1976	JONATHAN STRICKLAND	166		JANITORIAL SERVICES FOR CITY HALL, APR. '19 - P.I.	04/08/2019	56.00	.00	25-6025 JANITORIAL	0	4/19		
Total 166:						560.00	.00					
Total JONATHAN STRICKLAND:						1,126.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0121142		PROFESSIONAL SERVICES FROM NTP - 11/15/18, CDBG PHASE 2, GRANT WRITING, CITY MATCH, NOV.'18	11/19/2018	1,600.00	.00	01-6045 C0NTINGENCY	1119	4/19		
1236	J-U-B ENGINEERS, INC.	0121142		PROFESSIONAL SERVICES FROM NTP-11/15/18, CDBG PHASE 2, GRANT WRITING, CITY MATCH, NOV.'18 - WATER	11/19/2018	960.00	.00	20-6045 C0NTINGENCY	1119	4/19		
1236	J-U-B ENGINEERS, INC.	0121142		PROFESSIONAL SERVICES FROM NTP - 11/15/18, CDBG PHASE 2, GRANT WRITING, CITY MATCH, NOV.'18 - SEWER	11/19/2018	960.00	.00	21-6045 C0NTINGENCY	1119	4/19		
1236	J-U-B ENGINEERS, INC.	0121142		PROFESSIONAL SERVICES FROM NTP - 11/15/18, CDBG PHASE 2, GRANT WRITING, CITY MATCH, NOV.'18 - P.I	11/19/2018	480.00	.00	25-6045 C0NTINGENCY FUND	1119	4/19		
Total 0121142:						4,000.00	.00					
1236	J-U-B ENGINEERS, INC.	0124213		PROFESSIONAL SERVICES FROM FEBRUARY 3, 2019 TO MARCH 2, 2019, PARKING LOT								

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
				DESIGN FOR PARKS OFFICE, PARKS, MAR. '19	03/27/2019	2,536.69	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
Total 0124213:						2,536.69	.00					
1236	J-U-B ENGINEERS, INC.	0124226		PROFESSIONAL SERVICES FROM 2/3-3/2/19, KUNA DOWNTOWN REVITALIZATION PHASE IIA & IIB, CITY MATCH, MAR.'19	03/27/2019	1,499.04	.00	01-6045 C0NTINGENCY	1119	4/19		
1236	J-U-B ENGINEERS, INC.	0124226		PROFESSIONAL SERVICES FROM 2/3-3/2/19, KUNA DOWNTOWN REVITALIZATION PHASE IIA & IIB, CITY MATCH, MAR.'19 - WATER	03/27/2019	899.42	.00	20-6045 C0NTINGENCY	1119	4/19		
1236	J-U-B ENGINEERS, INC.	0124226		PROFESSIONAL SERVICES FROM 2/3-3/2/19, KUNA DOWNTOWN REVITALIZATION PHASE IIA & IIB, CITY MATCH, MAR.'19 - SEWER	03/27/2019	899.42	.00	21-6045 C0NTINGENCY	1119	4/19		
1236	J-U-B ENGINEERS, INC.	0124226		PROFESSIONAL SERVICES FROM 2/3-3/2/19, KUNA DOWNTOWN REVITALIZATION PHASE IIA & IIB, CITY MATCH, MAR.'19 - P.I	03/27/2019	449.72	.00	25-6045 C0NTINGENCY FUND	1119	4/19		
Total 0124226:						3,747.60	.00					
1236	J-U-B ENGINEERS, INC.	0124331		PROFESSIONAL SERVICES FROM 11/15/18-3/2/19, KUNA CDBG PHASE 2, GRANT WRITING, CITY MATCH, APR.'19	04/03/2019	350.00	.00	01-6045 C0NTINGENCY	1119	4/19		
1236	J-U-B ENGINEERS, INC.	0124331		PROFESSIONAL SERVICES FROM 11/15/18-3/2/19, KUNA CDBG PHASE 2, GRANT WRITING, CITY MATCH, APR.'19 - WATER	04/03/2019	210.00	.00	20-6045 C0NTINGENCY	1119	4/19		
1236	J-U-B ENGINEERS, INC.	0124331		PROFESSIONAL SERVICES FROM 11/15/18-3/2/19, KUNA CDBG PHASE 2, GRANT WRITING, CITY MATCH, APR.'19 - SEWER	04/03/2019	210.00	.00	21-6045 C0NTINGENCY	1119	4/19		

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.	0124331		PROFESSIONAL SERVICES FROM 11/15/18-3/2/19, KUNA CDBG PHASE 2, GRANT WRITING, CITY MATCH, APR.'19 - P.I	04/03/2019	105.00	.00	25-6045 C0NTINGENCY FUND	1119	4/19		
	Total 0124331:					875.00	.00					
	Total J-U-B ENGINEERS, INC.:					11,159.29	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	2306908	8288	OIL PRESSURE SENSOR FOR TRUCK 23, S. HOWELL, APR. '19	04/02/2019	20.67	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
	Total 2306908:					20.67	.00					
	Total KENDALL FORD OF MERIDIAN LLC:					20.67	.00					
KUNA CHAMBER OF COMMERCE												
314	KUNA CHAMBER OF COMMERCE	1206		CORNHOLE TOURNAMENT PRIZES, ARTS COMMISSION, APR.'19	04/03/2019	175.00	.00	01-6070 D0NATI0NS EXPENSE	0	4/19		
	Total 1206:					175.00	.00					
	Total KUNA CHAMBER OF COMMERCE:					175.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A105386	8161	2 4X4 - 16', 1 4X6 - 16', 1/2" SOCKET ADAPTER, WEST WELL PROJECT, T. FLEMING, MAR. '19	03/07/2019	27.02	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	4/19		
	Total A105386:					27.02	.00					
499	KUNA LUMBER	A105809	8258	1/4" NIPPLE, CRIMSON POINT IRRIGATION PUMP STATION, J. WEBB, MAR. '19	03/26/2019	2.96	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		

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 A105809:						2.96	.00					
499	KUNA LUMBER	A105839	8263	1/4" BRASS NIPPLE, SADIE CREEK REPAIR, B.BURR, MAR.'19	03/28/2019	2.96	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total A105839:						2.96	.00					
499	KUNA LUMBER	A105943	8285	LUMBER FOR IRRIGATION LID REPAIR, M.MEADE, APR.'19	04/02/2019	53.75	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total A105943:						53.75	.00					
499	KUNA LUMBER	A105993	8303	HANDLE FOR A METER LID WEST OF CITY HALL, M.MEADE, APR.'19	04/04/2019	5.21	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total A105993:						5.21	.00					
499	KUNA LUMBER	B123389	8133	16PK OF AAA BATTERIES FOR TRUCK 30 FLASHLIGHT, M. DAVILA, MAR. '19	03/04/2019	8.99	.00	20-6175 SMALL TOOLS	0	4/19		
Total B123389:						8.99	.00					
499	KUNA LUMBER	B123432	8149	WASHERS FOR WEST WELL PROJECT, T. FLEMING, MAR. '19	03/05/2019	14.74	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	4/19		
Total B123432:						14.74	.00					
499	KUNA LUMBER	B123477	8160	BLOCKS FOR WEST WELL PROJECT, T. FLEMING, MAR. '19	03/07/2019	40.58	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	4/19		

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 B123477:						40.58	.00					
499	KUNA LUMBER	B123941	8227	HOSE CLAMPS AND ROPE FOR SUTTER'S MILL POND, J. COX, MAR.'19	03/21/2019	24.24	.00	25-6175 SMALL TOOLS	0	4/19		
Total B123941:						24.24	.00					
499	KUNA LUMBER	B124047	8245	3 BAGS OF CONCRETE, OWYHEE GRAVITY IRRIGATION BOX REPAIR, M. DAVILA, MAR. '19	03/25/2019	12.30	.00	25-6115 MAINT & REPAIR-SYSTEM-GRAVITY	0	4/19		
Total B124047:						12.30	.00					
499	KUNA LUMBER	B124060	8296	FLEET MONTHLY OPEN TICKET GENERAL, STREET LIGHT PARTS FOR REPAIR, 3" PLUG, 3" ABS FEMALE ADAPTER, S. HOWELL, APR. '19 - STREET LIGHTS	04/03/2019	7.90	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	4/19		
499	KUNA LUMBER	B124060	8296	FLEET MONTHLY OPEN TICKET GENERAL, CITY HALL WATER HEATER PARTS FOR REPAIR, O-RINGS AND 3/4" VALVE, S. HOWELL, APR. '19 - ADMIN	04/03/2019	5.11	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	4/19		
499	KUNA LUMBER	B124060	8296	FLEET MONTHLY OPEN TICKET GENERAL, CITY HALL WATER HEATER PARTS FOR REPAIR, O-RINGS AND 3/4" VALVE, S. HOWELL, APR. '19 - P&Z	04/03/2019	1.82	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1003	4/19		
499	KUNA LUMBER	B124060	8296	FLEET MONTHLY OPEN TICKET GENERAL, CITY HALL WATER HEATER PARTS FOR REPAIR, O-RINGS AND 3/4" VALVE, S. HOWELL, APR. '19 - WATER	04/03/2019	4.74	.00	20-6150 M & R - SYSTEM	0	4/19		
499	KUNA LUMBER	B124060	8296	FLEET MONTHLY OPEN TICKET GENERAL, CITY HALL WATER HEATER PARTS FOR REPAIR, O-RINGS AND 3/4" VALVE, S. HOWELL, APR. '19 - SEWER	04/03/2019	4.74	.00	21-6150 M & R - SYSTEM	0	4/19		

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
499	KUNA LUMBER	B124060	8296	FLEET MONTHLY OPEN TICKET GENERAL, CITY HALL WATER HEATER PARTS FOR REPAIR, O-RINGS AND 3/4" VALVE, S. HOWELL, APR. '19 - P.I.	04/03/2019	1.83	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total B124060:						26.14	.00					
499	KUNA LUMBER	B124064	8248	3 80LB BAGS OF CONCRETE, OWYHEE GRAVITY IRRIGATION BOX REPAIR, J. WEBB, MAR. '19	03/25/2019	12.30	.00	25-6115 MAINT & REPAIR-SYSTEM-GRAVITY	0	4/19		
Total B124064:						12.30	.00					
499	KUNA LUMBER	B124133	8260	RV DUMP REPAIR, B.BOWEN, MAR.'19	03/27/2019	37.92	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total B124133:						37.92	.00					
499	KUNA LUMBER	B124164	8262	PARTS FOR RV DUMP REPAIR, M. MEADE, MAR.'19	03/28/2019	37.07	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total B124164:						37.07	.00					
499	KUNA LUMBER	B124177	8267	2 1/4" BRASS PLUG, PUMPSTATION CRIMSON, M.DAVILA, MAR.'19	03/28/2019	5.38	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total B124177:						5.38	.00					
499	KUNA LUMBER	B124182	8268	NEW KEYS FOR M. SMITH, B.BURR, MAR.'19	03/28/2019	15.89	.00	20-6175 SMALL TOOLS	0	4/19		
499	KUNA LUMBER	B124182	8268	NEW KEYS FOR M. SMITH, B.BURR, MAR.'19	03/28/2019	3.97	.00	25-6175 SMALL TOOLS	0	4/19		

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 B124182:						19.86	.00					
499	KUNA LUMBER	B124229		2 CONCRETE 16"X8"X16" BLOCKS FOR WEST WELL REHAB, R. WARWICK, APR. '19	03/29/2019	27.08	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	4/19		
Total B124229:						27.08	.00					
499	KUNA LUMBER	B124424	8299	PUMP FITTINGS FOR EFFLUENT 1 PUMP, C.MCDANIEL, APR.'19	04/03/2019	28.43	.00	21-6150 M & R - SYSTEM	0	4/19		
Total B124424:						28.43	.00					
499	KUNA LUMBER	B124502	8309	1/4" COPPER TUBING AND FITTINGS FOR WEST WELL OIL LINE REPAIR AT FARM, R. WARWICK, APR. '19	04/05/2019	7.71	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	4/19		
Total B124502:						7.71	.00					
499	KUNA LUMBER	C3397	8295	FLEET MONTHLY OPEN TICKET, BUILDING SUPPLUES FOR NEW ORCHARD PARKS OFFICE, S. HOWELL, APR. '19	04/03/2019	1,407.46	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
Total C3397:						1,407.46	.00					
Total KUNA LUMBER:						1,802.10	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	03312019KRF		KRFD IMPACT FEES, MAR.'19	03/31/2019	53,977.00	53,977.00	01-2511 KRFD IMPACT FEE TRANSFER	0	4/19	04/09/2019	
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	03312019KRF		KRFD IMPACT FEES, LESS ADMIN FEES, MAR.'19	03/31/2019	-462.00	-462.00	01-4155 ADMINISTRATI0N SERVICES	0	4/19	04/09/2019	

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 03312019KRFDI:						53,515.00	53,515.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						53,515.00	53,515.00					
KUNA RURAL FIRE DISTRICT (PLAN REVIEW)												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	03312019KRF		KRFD PLAN REVIEW FEES, MAR.'19	03/31/2019	1,552.30	1,552.30	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	4/19	04/09/2019	
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	03312019KRF		KRFD PLAN REVIEW FEES, LESS ADMIN FEES, MAR.'19	03/31/2019	-3.50	-3.50	01-4155 ADMINISTRATI0N SERVICES	0	4/19	04/09/2019	
Total 03312019KRFDPR:						1,548.80	1,548.80					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						1,548.80	1,548.80					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	19434390		ACID GAS LAGOONS, T. SHAFER, MAR. '19	03/31/2019	33.32	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 19434390:						33.32	.00					
Total MATHESON TRI-GAS INC:						33.32	.00					
MIDWEST MOTOR SUPPLY CO INC												
1978	MIDWEST MOTOR SUPPLY CO INC	6893771	8017	1 EA. CAN OF LUBRICANT, S. HOWELL, JAN. '19	01/30/2019	8.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	4/19		
Total 6893771:						8.99	.00					
Total MIDWEST MOTOR SUPPLY CO INC:						8.99	.00					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	04082019MB		REIMBURSEMENT, REPLACEMENT 2 EA BUSHES FOR 887 N STRIKE WAY, M.BORZICK, APR.'19	04/08/2019	12.70	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		

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 04082019MB:						12.70	.00					
1849	MISCELLANEOUS VENDORS 2	04082019SH		REFUND BP#16459 FOR SEWER FEES OVERCHARGE P&Z	04/08/2019	3,233.75	.00	21-2530 DUE TO KEYBANK 2006-1 LID	0	4/19		
1849	MISCELLANEOUS VENDORS 2	04082019SH		REFUND BP#16459 FOR SEWER FEES OVERCHARGE P&Z	04/08/2019	1,092.25	.00	21-4606 LID REDUCED SEWER CONNECTION	0	4/19		
Total 04082019SH:						4,326.00	.00					
1849	MISCELLANEOUS VENDORS 2	04102019DA		REIMBURSEMENT FOR CDL LICENSE, D.ABBOTT, APR.'19	04/10/2019	42.20	.00	01-6265 TRAINING & SCH00LING	1004	4/19		
Total 04102019DA:						42.20	.00					
Total MISCELLANEOUS VENDORS 2:						4,380.90	.00					
NAMPA & MERIDIAN IRRIGATION DISTRICT												
1420	NAMPA & MERIDIAN IRRIGATION DISTRICT	04092019NMI		SPRING IRRIGATION ASSESSMENT, 2ND HALF, #5500X, FOR MEMORY RANCH SUB NO 1 SEC 3 2N 1W	04/09/2019	677.47	.00	25-6116 IRRIGATION / WATER COSTS	0	4/19		
Total 04092019NMID:						677.47	.00					
Total NAMPA & MERIDIAN IRRIGATION DISTRICT:						677.47	.00					
NEOPOST USA INC												
615	NEOPOST USA INC	N7667686		MAIL METERING LEASE PAYMENT, 05/05-08/04/19 - ADMIN	04/04/2019	135.72	.00	01-6190 P0STAGE & BILLING	0	4/19		
615	NEOPOST USA INC	N7667686		MAIL METERING LEASE PAYMENT, 5/5-8/4/19 - P & Z	04/04/2019	19.39	.00	01-6190 P0STAGE & BILLING	1003	4/19		
615	NEOPOST USA INC	N7667686		MAIL METERING LEASE PAYMENT, 5/5-8/4/19 - WATER	04/04/2019	206.81	.00	20-6190 P0STAGE & BILLING	0	4/19		

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
615	NEOPOST USA INC	N7667686		MAIL METERING LEASE PAYMENT, 5/5-8/4/19 - SEWER	04/04/2019	206.81	.00	21-6190 P0STAGE & BILLING	0	4/19		
615	NEOPOST USA INC	N7667686		MAIL METERING LEASE PAYMENT, 5/5-8/4/19 - P.I	04/04/2019	77.56	.00	25-6190 P0STAGE & BILLING	0	4/19		
Total N7667686:						646.29	.00					
Total NEOPOST USA INC:						646.29	.00					
NEW YORK IRRIGATION DISTRICT												
83	NEW YORK IRRIGATION DISTRICT	04012019NYID		IRRIGATION WATER COSTS, 2ND PAYMENT - P.I	03/29/2019	19,657.64	19,657.64	25-6116 IRRIGATION / WATER COSTS	0	3/19	03/29/2019	
Total 04012019NYID:						19,657.64	19,657.64					
Total NEW YORK IRRIGATION DISTRICT:						19,657.64	19,657.64					
NORCO, INC.												
222	NORCO, INC.	25954491	8141	WELDING RODS, OXYGEN AND SETALINE, CUTTING TORCH, FOR FARM AND LAGOONS, R. WARWICK, MAR. '19	03/05/2019	239.46	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 25954491:						239.46	.00					
Total NORCO, INC.:						239.46	.00					
PARTS, INC.												
470	PARTS, INC.	187128	8266	4 EA HOSE AND 1 FITTING FOR RV DUMP REPAIR, M.MEADE, MAR.'19	03/28/2019	5.49	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 187128:						5.49	.00					
470	PARTS, INC.	187218	8271	KUBOTA SPRAYER PARTS, B.WITHROW, MAR.'19	03/29/2019	38.28	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		

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 187218:						38.28	.00					
470	PARTS, INC.	187241		3 EA RETURN HOSES AND 4 EA HOSE CLAMPS FOR SPRAYER PUMP ON KUBOTA, B. WITHROW, MAR. '19	03/29/2019	6.14	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 187241:						6.14	.00					
470	PARTS, INC.	187247	8274	AIRHOSE ADAPTER COUPLER, M.MEADE, MAR.'19	03/29/2019	1.95	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 187247:						1.95	.00					
470	PARTS, INC.	187425	8283	RADIATOR HOSE FOR TRUCK 6, S. HOWELL, APR. '19 - WATER	04/01/2019	44.07	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
470	PARTS, INC.	187425	8283	RADIATOR HOSE FOR TRUCK 6, S. HOWELL, APR. '19 - PI	04/01/2019	11.02	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	4/19		
Total 187425:						55.09	.00					
470	PARTS, INC.	187465	8287	OIL PRESSURE GAUGE FOR SHOP TOOL, S.HOWELL, APR. '19 - ADMIN	04/02/2019	12.30	.00	01-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	187465	8287	OIL PRESSURE GAUGE FOR SHOP TOOL, S.HOWELL, APR. '19 - WATER	04/02/2019	4.92	.00	20-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	187465	8287	OIL PRESSURE GAUGE FOR SHOP TOOL, S.HOWELL, APR. '19- SEWER	04/02/2019	4.92	.00	21-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	187465	8287	OIL PRESSURE GAUGE FOR SHOP TOOL, S.HOWELL, APR. '19 - PI	04/02/2019	2.46	.00	25-6175 SMALL TOOLS	0	4/19		

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 187465:						24.60	.00					
470	PARTS, INC.	187512	8291	1 EA WATER PUMP AND 2 GALLONS OF ANTI FREEZE FOR TRUCK #6, S. HOWELL, APR. '19 - WATER	04/02/2019	53.58	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
470	PARTS, INC.	187512	8291	1 EA WATER PUMP AND 2 GALLONS OF ANTI FREEZE FOR TRUCK #6, S. HOWELL, APR. '19 - PI	04/02/2019	13.39	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	4/19		
470	PARTS, INC.	187512	8291	ELECTRICAL CONNECTOR FOR TRUCK # 23, S. HOWELL, APR. '19 - SEWER	04/02/2019	29.99	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
Total 187512:						96.96	.00					
470	PARTS, INC.	187545	8294	COOLANT AND WASHER FLUID FOR TRUCK #24, M. MEADE, APR. '19	04/03/2019	12.95	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	4/19		
Total 187545:						12.95	.00					
470	PARTS, INC.	187880	8315	100 BOLTS/NUTS FOR WHEEL LINES AT FARMS, C. MCDANIEL, APR. '19	04/06/2019	57.71	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 187880:						57.71	.00					
Total PARTS, INC.:						299.17	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	1332273	8325	MISC SPRINKLER LINE PARTS FOR WHEEL LINES AT FARM, T. FLEMING, APR. '19	04/09/2019	5,498.00	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 1332273:						5,498.00	.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
	Total RAIN FOR RENT:					5,498.00	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	U764896	8252	STREETLIGHT PARTS, 4 BULBS, 4 PHOTO SENSORS, SUPPLY, S. HOWELL, MAR. '19	03/27/2019	136.59	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	4/19		
	Total U764896:					136.59	.00					
	Total REXEL USA, INC.:					136.59	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	1080544871	8131	COPY MACHINE FOR PARKS NEW OFFICE, J. LORENTZ, MAR. '19	04/03/2019	3,074.62	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
	Total 1080544871:					3,074.62	.00					
	Total RICOH USA, INC. (MAINTENANCE):					3,074.62	.00					
RIDLEY'S FOOD CORP												
1673	RIDLEY'S FOOD CORP	013000211047	8159	EXHAUST FAN, FLOOR REGISTER & LIGHTS FOR ORCHARD PARK HOUSE, S. HOWELL, MAR. '19	03/07/2019	163.56	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
	Total 013000211047-448:					163.56	.00					
	Total RIDLEY'S FOOD CORP:					163.56	.00					
SHARP ELECTRONICS CORP-METERED												
1806	SHARP ELECTRONICS CORP-METERED	11871267		EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 2/1-28/19, TREATMENT PLANT - WATER	03/29/2019	27.53	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	4/19		
1806	SHARP ELECTRONICS CORP-METERED	11871267		EXCESS METER READING, MODEL #MX2615N SERIAL # 55096581, 2/1-28/19, TREATMENT PLANT - SEWER	03/29/2019	27.53	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		

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
1806	SHARP ELECTRONICS CORP-METERED	11871267		EXCESS METER READING, MODEL #MX2615N SERIAL #55096581, 2/1-28/19, TREATMENT PLANT - P.I	03/29/2019	10.49	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
	Total 11871267:					65.55	.00					
	Total SHARP ELECTRONICS CORP-METERED:					65.55	.00					
SOLBERG MANUFACTURING, INC.												
1697	SOLBERG MANUFACTURING, INC.	697653		LIFTGATE USED FOR UNLOADING SHIPMENT PURCHASED ON INVOICE #680893, M.NADEAU, APR.'19	04/02/2019	68.75	.00	21-6140 MAINT & REPAIR BUILDING	0	4/19		
	Total 697653:					68.75	.00					
	Total SOLBERG MANUFACTURING, INC.:					68.75	.00					
TACOMA SCREW PRODUCTS, INC												
1768	TACOMA SCREW PRODUCTS, INC	20513076	8297	6 EA RUBBER O-RINGS FOR THE LAGOON CHLORINATOR, M.NADEAU, APR.'19	04/03/2019	4.70	.00	21-6090 FARM EXPENDITURES	0	4/19		
	Total 20513076:					4.70	.00					
1768	TACOMA SCREW PRODUCTS, INC	20513095		8 EA RUBBER O-RINGS FOR LAGOON CHLORINATOR, M. NADEAU, APR. ' 19	04/03/2019	12.05	.00	21-6090 FARM EXPENDITURES	0	4/19		
	Total 20513095:					12.05	.00					
	Total TACOMA SCREW PRODUCTS, INC:					16.75	.00					
THE JORDEL COMPANY												
1523	THE JORDEL COMPANY	00000002616	8215	CARD STOCK DOOR HANGERS, UTILITY BILLING, MAR.'19 - ADMIN	03/19/2019	20.90	.00	01-6165 OFFICE SUPPLIES	0	4/19		

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
1523	THE JORDEL COMPANY	00000002616	8215	CARD STOCK DOOR HANGERS, UTILITY BILLING, MAR.'19 - WATER	03/19/2019	32.84	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1523	THE JORDEL COMPANY	00000002616	8215	CARD STOCK DOOR HANGERS, UTILITY BILLING, MAR.'19	03/19/2019	32.84	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1523	THE JORDEL COMPANY	00000002616	8215	CARD STOCK DOOR HANGERS, UTILITY BILLING, MAR.'19	03/19/2019	12.92	.00	25-6165 OFFICE SUPPLIES	0	4/19		
Total 00000002616:						99.50	.00					
1523	THE JORDEL COMPANY	00000002646	8249	150 EA CORRECTION NOTICES, J. COULTER, MAR. '19	03/26/2019	225.00	.00	01-6165 OFFICE SUPPLIES	1005	4/19		
Total 00000002646:						225.00	.00					
Total THE JORDEL COMPANY:						324.50	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06006985	8154	4 EA 5-GALLON WATER BOTTLES, 2 SLEEVES PAPER CUPS, 1 CASE COFFEE, TREATMENT PLANT, MAR.'19 - WATER	03/07/2019	30.16	.00	20-6165 0FFICE SUPPLIES	0	4/19		
992	TREASURE VALLEY COFFEE	2160:06006985	8154	4 EA 5-GALLON WATER BOTTLES, 2 SLEEVES PAPER CUPS, 1 CASE COFFEE, TREATMENT PLANT, MAR.'19 - P.I	03/07/2019	11.49	.00	25-6165 OFFICE SUPPLIES	0	4/19		
992	TREASURE VALLEY COFFEE	2160:06006985	8154	4 EA 5-GALLON WATER BOTTLES, 2 SLEEVES PAPER CUPS, 1 CASE COFFEE, TREATMENT PLANT, MAR.'19 - SEWER	03/07/2019	30.17	.00	21-6165 OFFICE SUPPLIES	0	4/19		
Total 2160:06006985:						71.82	.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
992	TREASURE VALLEY COFFEE	2160:06040933	8273	1 EA 5-GALLON WATER BOTTLE AND 1 EA WATER COOLER RENTAL AT THE MAINTENANCE SHOP, MAR.'19	03/29/2019	16.70	.00	01-6165 OFFICE SUPPLIES	1004	4/19		
Total 2160:06040933:						16.70	.00					
992	TREASURE VALLEY COFFEE	2160:06040955	8273	7 EA 5-GALLON BOTTLES OF WATER, 1 SLEEVE WATER CUPS, 1 WATER COOLER RENTAL, CITY HALL, MAR.'19	03/29/2019	59.65	.00	01-6165 OFFICE SUPPLIES	0	4/19		
Total 2160:06040955:						59.65	.00					
992	TREASURE VALLEY COFFEE	2160:06049472	8302	4 EA 5-GALLON WATER BOTTLES AND 1 BOX HOT CHOCOLATE, TREATMENT PLANT, C. OSWALD, APR. '19 - WATER	04/04/2019	14.76	.00	20-6165 0FFICE SUPPLIES	0	4/19		
992	TREASURE VALLEY COFFEE	2160:06049472	8302	4 EA 5- GALLON WATER BOTTLES AND 1 BOX HOT CHOCOLATE, TREATMENT PLANT, C. OSWALD, APR. '19 - SEWER	04/04/2019	14.76	.00	21-6165 OFFICE SUPPLIES	0	4/19		
992	TREASURE VALLEY COFFEE	2160:06049472	8302	4 EA 5- GALLON WATER BOTTLES AND 1 BOX HOT CHOCOLATE, TREATMENT PLANT, C. OSWALD, APR. '19 - PI	04/04/2019	5.63	.00	25-6165 OFFICE SUPPLIES	0	4/19		
Total 2160:06049472:						35.15	.00					
992	TREASURE VALLEY COFFEE	2160:06054463	8320	1 CASE OF COFFEE, 1 CANISTER OF CREAMER, CITY HALL, APR. '19	04/09/2019	60.26	.00	01-6165 OFFICE SUPPLIES	0	4/19		
Total 2160:06054463:						60.26	.00					
Total TREASURE VALLEY COFFEE:						243.58	.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
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	107390572072	8103	AMERICAN HEART ASSOCIATION, CPR CERTIFICATION, J. LORENTZ & J.MORFIN, FEB. '19	02/25/2019	60.00	.00	01-6265 TRAINING & SCH00LING	1004	4/19		
Total 10739057207225001959:						60.00	.00					
1444	U.S. BANK (VISA)	273390597200	8122	PAINT SPRAYER FOR PARKS OFFICE, S.HOWELL, FEB.'19	02/28/2019	105.99	.00	01-6140 MAINT. & REPAIR BUILDING	1004	4/19		
Total 27339059720004114716:						105.99	.00					
1444	U.S. BANK (VISA)	310590668380	8151	O'REILYS, ALTERNATOR FOR TRUCK 13, FACILITIES, S. HOWELL, MAR. '19 - ADMIN	03/06/2019	73.04	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
1444	U.S. BANK (VISA)	310590668380	8151	O'REILYS, ALTERNATOR FOR TRUCK 13, FACILITIES, S. HOWELL, MAR. '19 - WATER	03/06/2019	29.21	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
1444	U.S. BANK (VISA)	310590668380	8151	O'REILYS, ALTERNATOR FOR TRUCK 13, FACILITIES, S. HOWELL, MAR. '19 - SEWER	03/06/2019	29.21	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
1444	U.S. BANK (VISA)	310590668380	8151	O'REILYS, ALTERNATOR FOR TRUCK 13, FACILITIES, S. HOWELL, MAR. '19 - P.I	03/06/2019	14.61	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	4/19		
Total 31059066838000071109:						146.07	.00					
1444	U.S. BANK (VISA)	310690588380	8108	DESERET INDUSTRIES, DESK FOR ORCHARD HOUSE OFFICE, M.MEADE, FEB.'19 - PARKS	02/26/2019	31.80	.00	01-6165 OFFICE SUPPLIES	1004	4/19		
Total 31069058838000440998:						31.80	.00					
1444	U.S. BANK (VISA)	330990574005	8105	2019 IDAHO REUSE & OPERATORS CONFERENCE FOR P. STEVENS, FEB.'19	02/25/2019	45.31	.00	01-6265 TRAINING & SCH00LING	1003	4/19		

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
1444	U.S. BANK (VISA)	330990574005	8105	2019 IDAHO REUSE & OPERATORS CONFERENCE FOR P. STEVENS, FEB.'19 - WATER	02/25/2019	63.44	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	330990574005	8105	2019 IDAHO REUSE & OPERATORS CONFERENCE FOR P. STEVENS, FEB.'19 - SEWER	02/25/2019	63.44	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	330990574005	8105	2019 IDAHO REUSE & OPERATORS CONFERENCE FOR P. STEVENS, FEB.'19 - P.I	02/25/2019	9.06	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	330990574005	8105	2019 IDAHO REUSE & OPERATIONS CONFERENCE FOR B.WITHROW, FEB.'19	02/25/2019	181.25	.00	01-6265 TRAINING & SCH00LING	1004	4/19		
Total 33099057400540004181:						362.50	.00					
1444	U.S. BANK (VISA)	330990590915	8114	IBOL, LICENSE, B.BURR, FEB.'19 - WATER	02/27/2019	49.60	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	330990590915		IBOL, LICENSE, B.BURR, FEB.'19 - P.I	02/27/2019	12.40	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
Total 33099059091563001739:						62.00	.00					
1444	U.S. BANK (VISA)	330990820915	8232	IDAHO.GOV, IBOL, RE-TEST FOR M. DAVILA, J. OSBORN, AND J. WEBB, MAR. '19 - WATER	03/22/2019	148.80	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	330990820915	8232	IDAHO.GOV, IBOL, RE-TEST FOR M. DAVILA, J. OSBORN, AND J. WEBB, MAR. '19 - P.I	03/22/2019	37.20	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
Total 33099082091565006919:						186.00	.00					
1444	U.S. BANK (VISA)	365490820103	8184	S&S WORLDWIDE, BIRDHOUSE CRAFT KITS, SNAKE CRAFT KITS, SMALL ICE PACKS, FIELD DAY FUN PACKS, FOR								

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
				RANGER PROGRAM, J. LORENTZ, MAR. '19	03/22/2019	418.67	.00	01-6265 TRAINING & SCH00LING	1086	4/19		
Total 36549082010319132429:						418.67	.00					
1444	U.S. BANK (VISA)	374790570000	8101	CWI, REGISTRATION, J.WEBB, FEB.'19 - WATER	02/25/2019	20.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	374790570000		CWI, REGISTRATION, J.WEBB, FEB.'19 - P.I	02/25/2019	5.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
Total 37479057000015736410:						25.00	.00					
1444	U.S. BANK (VISA)	374790570000	8101	CWI, REGISTRATION, M.DAVILA, FEB.'19	02/25/2019	20.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	374790570000	8101	CWI, REGISTRATION, M. DAVILA, FEB.'19 - P.I	02/25/2019	5.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
Total 37479057000015738200:						25.00	.00					
1444	U.S. BANK (VISA)	450090604001	8120	WALMART, PRINTER, USB CORD, FOR PARKS SHOP, J. LORENTZ, FEB. '19	02/28/2019	85.88	.00	01-6165 OFFICE SUPPLIES	1004	4/19		
Total 45009060400123796206:						85.88	.00					
1444	U.S. BANK (VISA)	552390782070	8214	WRISTBAND EXPRESS, WRIST BANDS FOR DOWN N DIRTY, PARKS, J. LORENTZ, MAR. '19	03/19/2019	29.09	.00	01-6265 TRAINING & SCH00LING	1086	4/19		
Total 55239078207091700514:						29.09	.00					
1444	U.S. BANK (VISA)	554290671606	8164	DEQ, SOURCE WATER AND PROTECTION WORKSHOP, D.CROSSLEY, MAR.'19	03/08/2019	21.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	4/19		

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
1444	U.S. BANK (VISA)	554290671606	8164	DEQ, SOURCE WATER AND PROTECTION WORKSHOP FOR D. CROSSLEY, MAR.'18 - SEWER	03/08/2019	21.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	554290671606	8164	DEQ, SOURCE WATER AND PROTECTION WORKSHOP FOR D.CROSSLEY, MAR.'19 - P.I	03/08/2019	8.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
Total 55429067160674785795:						50.00	.00					
1444	U.S. BANK (VISA)	554290671606	8164	123 SIGNUP, DEQ, SOURCE WATER AND PROTECTION WORKSHOP FOR R. JONES, MAR.'19 - WATER	03/08/2019	40.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
1444	U.S. BANK (VISA)	554290671606	8164	123 SIGNUP, DEQ, SOURCE WATER AND PROTECTION WORKSHOP FOR R. JONES, MAR.'19 - P.I	03/08/2019	10.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	4/19		
Total 55429067160674785837:						50.00	.00					
1444	U.S. BANK (VISA)	921690571000	8107	LOWES, LIGHTS AND SIGNS FOR PARK RESTROOMS, M.MEADE, FEB.'19	02/26/2019	220.60	.00	01-6140 MAINT. & REPAIR BUILDING	1004	4/19		
Total 92169057100079848699:						220.60	.00					
1444	U.S. BANK (VISA)	921690581005	8106	AMAZON, COMPUTER STAND/STANDING DESK, S.WEIGER, FEB. '19	02/27/2019	119.99	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
Total 92169058100567097543:						119.99	.00					
1444	U.S. BANK (VISA)	921690601000	8121	AMAZON.COM, IPAD CASE FOR R.CARDOZA, FEB.'19	03/01/2019	32.99	.00	01-6165 OFFICE SUPPLIES	0	4/19		
Total 92169060100063579651:						32.99	.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
1444	U.S. BANK (VISA)	921690781007	8211	LOGMEIN, GO TO MY PC, ANNUAL SCADA RENEWAL, MAR.'19 - WATER	03/19/2019	352.80	.00	20-6075 DUES & MEMBERSHIPS	0	4/19		
1444	U.S. BANK (VISA)	921690781007	8211	LOGMEIN, GO TO MY PC, ANNUAL SCADA RENEWAL, MAR.'19 - SEWER	03/19/2019	352.80	.00	21-6075 DUES & MEMBERSHIPS	0	4/19		
1444	U.S. BANK (VISA)	921690781007	8211	LOGMEIN, GO TO MY PC, ANNUAL SCADA RENEWAL, MAR.'19 - PI	03/19/2019	134.40	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	4/19		
Total 92169078100705033935:						840.00	.00					
1444	U.S. BANK (VISA)	939890562072		ITD, EXEMPT PLATES TRANSFER, J.EMPEY, FEB.'19	02/25/2019	23.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
Total 93989056207280800063:						23.00	.00					
1444	U.S. BANK (VISA)	939890657560		ITD, CREDIT FOR OVERCHARGING ON PLATE TRANSFER, FEB.'19	03/06/2019	-18.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
Total 93989065756013000460:						-18.00	.00					
Total U.S. BANK (VISA):						2,856.58	.00					
UNITED OIL												
316	UNITED OIL	496758	8246	1 DRUM - 55 GALS LUBE OIL FOR WEST WELL, T.SHAFFER, MAR.'19	03/25/2019	1,104.65	1,104.65	21-6090 FARM EXPENDITURES	0	4/19	04/05/2019	
Total 496758:						1,104.65	1,104.65					
Total UNITED OIL:						1,104.65	1,104.65					
UTILITY REFUND #6												
1951	UTILITY REFUND #6	10140.01		DON KOLSKY, 525 W MAIN ST, UTILITY REFUND	04/03/2019	117.36	.00	20-4500 METERED WATER SALES	0	4/19		

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 10140.01:						117.36	.00					
1951	UTILITY REFUND #6	111625.03		CHRISTOPHER C PARISH, 684 E ANDREA ST, UTILITY REFUND	03/28/2019	-.34	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	111625.03		CHRISTOPHER C PARISH, 684 E ANDREA ST, UTILITY REFUND	03/28/2019	-.46	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	111625.03		CHRISTOPHER C PARISH, 684 E ANDREA ST, UTILITY REFUND	03/28/2019	-.36	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1951	UTILITY REFUND #6	111625.03		CHRISTOPHER C PARISH, 684 E ANDREA ST, UTILITY REFUND	03/28/2019	10.44	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 111625.03:						9.28	.00					
1951	UTILITY REFUND #6	174107.01A		CBH HOMES, 1703 W SAHARA DR, UTILITY REFUND	04/04/2019	52.90	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	174107.01A		CBH HOMES, 1703 W SAHARA DR, UTILITY REFUND	04/04/2019	3.09	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	174107.01A		CBH HOMES, 1703 W SAHARA DR, UTILITY REFUND	04/04/2019	2.77	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 174107.01A:						58.76	.00					
1951	UTILITY REFUND #6	174132.01		CBH HOMES, 1764 W SAHARA DR, UTILITY REFUND	03/28/2019	18.62	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	174132.01		CBH HOMES, 1764 W SAHARA DR, UTILITY REFUND	03/28/2019	24.18	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	174132.01		CBH HOMES, 1764 W SAHARA DR, UTILITY REFUND	03/28/2019	20.84	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

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 174132.01:						63.64	.00					
1951	UTILITY REFUND #6	175029.01		CBH HOMES, 319 S ROCKER AVE, UTILITY REFUND	04/02/2019	19.45	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	175029.01		CBH HOMES, 319 S ROCKER AVE, UTILITY REFUND	04/02/2019	25.26	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	175029.01		CBH HOMES, 319 S ROCKER AVE, UTILITY REFUND	04/02/2019	14.22	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 175029.01:						58.93	.00					
1951	UTILITY REFUND #6	240380.03		DAVID D ACEVEDO, 541 N MUDSTONE WAY, UTILITY REFUND	04/02/2019	22.03	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	240380.03		DAVID D ACEVEDO, 541 N MUDSTONE WAY, UTILITY REFUND	04/02/2019	24.95	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	240380.03		DAVID D ACEVEDO, 541 N MUDSTONE WAY, UTILITY REFUND	04/02/2019	19.16	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1951	UTILITY REFUND #6	240380.03		DAVID D ACEVEDO, 541 N MUDSTONE WAY, UTILITY REFUND	04/02/2019	7.52	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 240380.03:						73.66	.00					
1951	UTILITY REFUND #6	260035.01		JASON MOTTA, 2422 W CERULEAN DR, UTILITY REFUND	04/03/2019	97.35	.00	20-4500 METERED WATER SALES	0	4/19		
Total 260035.01:						97.35	.00					
1951	UTILITY REFUND #6	264565.02		DAVID F DELFINO, 2063 N MAUVE AVE, UTILITY REFUND	04/04/2019	19.58	.00	20-4500 METERED WATER SALES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1951	UTILITY REFUND #6	264565.02		DAVID F DELFINO, 2063 N MAUVE AVE, UTILITY REFUND	04/04/2019	18.92	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	264565.02		DAVID F DELFINO, 2063 N MAUVE AVE, UTILITY REFUND	04/04/2019	14.60	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1951	UTILITY REFUND #6	264565.02		DAVID F DELFINO, 2063 N MAUVE AVE, UTILITY REFUND	04/04/2019	1.05	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 264565.02:						54.15	.00					
1951	UTILITY REFUND #6	268121.01		CBH HOMES, 1656 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	42.64	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	268121.01		CBH HOMES, 1656 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	55.40	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	268121.01		CBH HOMES, 1656 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	21.46	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 268121.01:						119.50	.00					
1951	UTILITY REFUND #6	268124.01		CBH HOMES, 1620 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	15.63	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	268124.01		CBH HOMES, 1620 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	20.29	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	268124.01		CBH HOMES, 1620 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	2.68	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 268124.01:						38.60	.00					
1951	UTILITY REFUND #6	268128.01A		CBH HOMES, 2475 W QUILCEDA ST, UTILITY REFUND	04/04/2019	52.48	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	268128.01A		CBH HOMES, 2475 W QUILCEDA ST, UTILITY REFUND	04/04/2019	2.55	.00	21-4600 SEWER USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1951	UTILITY REFUND #6	268128.01A		CBH HOMES, 2475 W QUILCEDA ST, UTILITY REFUND	04/04/2019	3.73	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 268128.01A:						58.76	.00					
1951	UTILITY REFUND #6	268130.01		CBH HOMES, 1619 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	28.88	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	268130.01		CBH HOMES, 1619 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	25.58	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	268130.01		CBH HOMES, 1619 N VERIDIAN AVE, UTILITY REFUND	04/03/2019	7.81	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 268130.01:						62.27	.00					
1951	UTILITY REFUND #6	268133.01		CBH HOMES, 1655 N VERIDIAN AVE, UTILITY REFUND	04/04/2019	20.10	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	268133.01		CBH HOMES, 1655 N VERIDIAN AVE, UTILITY REFUND	04/04/2019	26.10	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	268133.01		CBH HOMES, 1655 N VERIDIAN AVE, UTILITY REFUND	04/04/2019	11.17	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 268133.01:						57.37	.00					
1951	UTILITY REFUND #6	274925.01		RANDALL D WHISTLER, 3011 W GINGER GOLD DR, UTILITY REFUND	04/04/2019	168.50	.00	20-4500 METERED WATER SALES	0	4/19		
Total 274925.01:						168.50	.00					
1951	UTILITY REFUND #6	276056.02		MELISSA DAWN ALLSOPP, 2315 N CORKTREE WAY, UTILITY REFUND	03/28/2019	63.77	.00	20-4500 METERED WATER SALES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1951	UTILITY REFUND #6	276056.02		MELISSA DAWN ALLSOPP, 2315 N CORKTREE WAY, UTILITY REFUND	03/28/2019	62.48	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	276056.02		MELISSA DAWN ALLSOPP, 2315 N CORKTREE WAY, UTILITY REFUND	03/28/2019	48.21	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1951	UTILITY REFUND #6	276056.02		MELISSA DAWN ALLSOPP, 2315 N CORKTREE WAY, UTILITY REFUND	03/28/2019	14.48	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 276056.02:						188.94	.00					
1951	UTILITY REFUND #6	277101.01		CBH HOMES, 2531 N KENNETH AVE, UTILITY REFUND	04/04/2019	35.77	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	277101.01		CBH HOMES, 2531 N KENNETH AVE, UTILITY REFUND	04/04/2019	46.46	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	277101.01		CBH HOMES, 2531 N KENNETH AVE, UTILITY REFUND	04/04/2019	23.98	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277101.01:						106.21	.00					
1951	UTILITY REFUND #6	277106.01		CBH HOMES, 2421 N KENNETH AVE, UTILITY REFUND	04/02/2019	16.93	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	277106.01		CBH HOMES, 2421 N KENNETH AVE, UTILITY REFUND	04/02/2019	13.04	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	277106.01		CBH HOMES, 2421 N KENNETH AVE, UTILITY REFUND	04/02/2019	7.60	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277106.01:						37.57	.00					
1951	UTILITY REFUND #6	277412.01		CBH HOMES, 118 W SNOWY OWL ST, UTILITY REFUND	04/03/2019	38.48	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	277412.01		CBH HOMES, 118 W SNOWY OWL ST, UTILITY REFUND	04/03/2019	-.91	.00	21-4600 SEWER USER FEES	0	4/19		

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 277412.01:						37.57	.00					
1951	UTILITY REFUND #6	277421.01		CBH HOMES, 2281 N DOE AVE, UTILITY REFUND	03/28/2019	34.60	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	277421.01		CBH HOMES, 2281 N DOE AVE, UTILITY REFUND	03/28/2019	33.06	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	277421.01		CBH HOMES, 2281 N DOE AVE, UTILITY REFUND	03/28/2019	14.23	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277421.01:						81.89	.00					
1951	UTILITY REFUND #6	278119.02		JORDAN ASHER, 8818 S RED DELICOUS WAY, UTILITY REFUND	04/04/2019	5.32	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	278119.02		JORDAN ASHER, 8818 S RED DELICOUS WAY, UTILITY REFUND	04/04/2019	4.48	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1951	UTILITY REFUND #6	278119.02		JORDAN ASHER, 8818 S RED DELICOUS WAY, UTILITY REFUND	04/04/2019	4.66	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	278119.02		JORDAN ASHER, 8818 S RED DELICOUS WAY, UTILITY REFUND	04/04/2019	1.04	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 278119.02:						15.50	.00					
1951	UTILITY REFUND #6	278209.01		CBH HOMES, 3137 W GRANNY SMITH CT, UTILITY REFUND	04/04/2019	21.83	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	278209.01		CBH HOMES, 3137 W GRANNY SMITH CT, UTILITY REFUND	04/04/2019	28.63	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	278209.01		CBH HOMES, 3137 W GRANNY SMITH CT, UTILITY REFUND	04/04/2019	19.46	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

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 278209.01:						69.92	.00					
1951	UTILITY REFUND #6	278213.01		CBH HOMES, 3083 W GRANNY SMITH CT, UTILITY REFUND	03/28/2019	31.53	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	278213.01		CBH HOMES, 3083 W GRANNY SMITH CT, UTILITY REFUND	03/28/2019	6.83	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	278213.01		CBH HOMES, 3083 W GRANNY SMITH CT, UTILITY REFUND	03/28/2019	13.07	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 278213.01:						51.43	.00					
1951	UTILITY REFUND #6	278220.01A		CBH HOMES, 9233 S BRAEBURN AVE, UTILITY REFUND	04/04/2019	55.11	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	278220.01A		CBH HOMES, 9233 S BRAEBURN AVE, UTILITY REFUND	04/04/2019	1.07	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	278220.01A		CBH HOMES, 9233 S BRAEBURN AVE, UTILITY REFUND	04/04/2019	2.95	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 278220.01A:						59.13	.00					
1951	UTILITY REFUND #6	278228.01		CBH HOMES, 9342 S BRAEBURN AVE, UTILITY REFUND	04/02/2019	21.22	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	278228.01		CBH HOMES, 9342 S BRAEBURN AVE, UTILITY REFUND	04/02/2019	27.56	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	278228.01		CBH HOMES, 9342 S BRAEBURN AVE, UTILITY REFUND	04/02/2019	10.15	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 278228.01:						58.93	.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
1951	UTILITY REFUND #6	302229.00		STYLISH HOMES, 485 E ANDES DR, UTILITY REFUND	03/28/2019	16.65	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	302229.00		STYLISH HOMES, 485 E ANDES DR, UTILITY REFUND	03/28/2019	21.62	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	302229.00		STYLISH HOMES, 485 E ANDES DR, UTILITY REFUND	03/28/2019	19.13	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 302229.00:						57.40	.00					
1951	UTILITY REFUND #6	303211.01		HUBBLE HOMES, 1111 E JACK CREEK ST, UTILITY REFUND	04/02/2019	12.93	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	303211.01		HUBBLE HOMES, 1111 E JACK CREEK ST, UTILITY REFUND	04/02/2019	16.79	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	303211.01		HUBBLE HOMES, 1111 E JACK CREEK ST, UTILITY REFUND	04/02/2019	7.85	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 303211.01:						37.57	.00					
1951	UTILITY REFUND #6	303227.01A		HUBBLE HOMES, 1063 E FIRESTONE DR, UTILITY REFUND	04/04/2019	50.86	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	303227.01A		HUBBLE HOMES, 1063 E FIRESTONE DR, UTILITY REFUND	04/04/2019	4.50	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	303227.01A		HUBBLE HOMES, 1063 E FIRESTONE DR, UTILITY REFUND	04/04/2019	3.40	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 303227.01A:						58.76	.00					
1951	UTILITY REFUND #6	303239.01		HUBBLE HOMES, 1118 E FIRESTONE DR, UTILITY REFUND	04/02/2019	9.62	.00	20-4500 METERED WATER SALES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1951	UTILITY REFUND #6	303239.01		HUBBLE HOMES, 1118 E FIRESTONE DR, UTILITY REFUND	04/02/2019	12.49	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	303239.01		HUBBLE HOMES, 1118 E FIRESTONE DR, UTILITY REFUND	04/02/2019	6.36	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 303239.01:						28.47	.00					
1951	UTILITY REFUND #6	320008.00A		HAYDEN HOMES, 1926 E LINMAR ST, UTILITY REFUND	04/04/2019	52.69	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	320008.00A		HAYDEN HOMES, 1926 E LINMAR ST, UTILITY REFUND	04/04/2019	6.07	.00	21-4600 SEWER USER FEES	0	4/19		
Total 320008.00A:						58.76	.00					
1951	UTILITY REFUND #6	320012.00A		HAYDEN HOMES, 1881 E LINMAR ST, UTILITY REFUND	04/04/2019	53.07	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	320012.00A		HAYDEN HOMES, 1881 E LINMAR ST, UTILITY REFUND	04/04/2019	1.30	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	320012.00A		HAYDEN HOMES, 1881 E LINMAR ST, UTILITY REFUND	04/04/2019	4.39	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 320012.00A:						58.76	.00					
1951	UTILITY REFUND #6	320017.00		HAYDEN HOMES, 1396 N WARM RIVER AVE, UTILITY REFUND	03/28/2019	35.83	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	320017.00		HAYDEN HOMES, 1396 N WARM RIVER AVE, UTILITY REFUND	03/28/2019	8.09	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	320017.00		HAYDEN HOMES, 1396 N WARM RIVER AVE, UTILITY REFUND	03/28/2019	21.29	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

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 320017.00:						65.21	.00					
1951	UTILITY REFUND #6	60470.01		BETTY L DAVIS, 489 N MAPLE AVE, UTILITY REFUND	03/28/2019	19.09	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	60470.01		BETTY L DAVIS, 489 N MAPLE AVE, UTILITY REFUND	03/28/2019	20.45	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	60470.01		BETTY L DAVIS, 489 N MAPLE AVE, UTILITY REFUND	03/28/2019	11.93	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1951	UTILITY REFUND #6	60470.01		BETTY L DAVIS, 489 N MAPLE AVE, UTILITY REFUND	03/28/2019	.56	.00	25-4177 GRAVITY IRRIGATI0N USER FEES	0	4/19		
Total 60470.01:						52.03	.00					
1951	UTILITY REFUND #6	70030.03		ESMERALDA QUEVEDO ALVAREZ, 781 W TRINI ST, UTILITY REFUND	03/28/2019	27.42	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	70030.03		ESMERALDA QUEVEDO ALVAREZ, 781 W TRINI ST, UTILITY REFUND	03/28/2019	30.12	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	70030.03		ESMERALDA QUEVEDO ALVAREZ, 781 W TRINI ST, UTILITY REFUND	03/28/2019	23.53	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1951	UTILITY REFUND #6	70030.03		ESMERALDA QUEVEDO ALVAREZ, 781 W TRINI ST, UTILITY REFUND	03/28/2019	10.57	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 70030.03:						91.64	.00					
Total UTILITY REFUND #6:						2,253.82	.00					
UTILITY REFUND #7												
1987	UTILITY REFUND #7	121875.03		STACIE M GLENN, 874 N CORNFLOWER AVE, UTILITY REFUND	04/04/2019	50.08	.00	20-4500 METERED WATER SALES	0	4/19		

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
1987	UTILITY REFUND #7	121875.03		STACIE M GLENN, 874 N CORNFLOWER AVE, UTILITY REFUND	04/04/2019	36.60	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	121875.03		STACIE M GLENN, 874 N CORNFLOWER AVE, UTILITY REFUND	04/04/2019	27.78	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	121875.03		STACIE M GLENN, 874 N CORNFLOWER AVE, UTILITY REFUND	04/04/2019	2.55	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 121875.03:						117.01	.00					
1987	UTILITY REFUND #7	174032.02		TABITHA HANSEN, 1923 W DESERTHAWK DR, UTILITY REFUND	04/04/2019	4.97	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	174032.02		TABITHA HANSEN, 1923 W DESERTHAWK DR, UTILITY REFUND	04/04/2019	5.28	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	174032.02		TABITHA HANSEN, 1923 W DESERTHAWK DR, UTILITY REFUND	04/04/2019	4.42	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	174032.02		TABITHA HANSEN, 1923 W DESERTHAWK DR, UTILITY REFUND	04/04/2019	.83	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 174032.02:						15.50	.00					
1987	UTILITY REFUND #7	200440.03		KYLE C ROOT, 191 E SCOPS OWL CT, UTILITY REFUND	04/09/2019	24.07	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	200440.03		KYLE C ROOT, 191 E SCOPS OWL CT, UTILITY REFUND	04/09/2019	31.28	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	200440.03		KYLE C ROOT, 191 E SCOPS OWL CT, UTILITY REFUND	04/09/2019	26.79	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	200440.03		KYLE C ROOT, 191 E SCOPS OWL CT, UTILITY REFUND	04/09/2019	9.83	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

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 200440.03:						91.97	.00					
1987	UTILITY REFUND #7	20290.05		BRECKENRIDGE PROPERTY FUND 2016 L, 580 E EASY ST, UTILITY REFUND	04/09/2019	21.55	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	20290.05		BRECKENRIDGE PROPERTY FUND 2016 L, 580 E EASY ST, UTILITY REFUND	04/09/2019	27.36	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	20290.05		BRECKENRIDGE PROPERTY FUND 2016 L, 580 E EASY ST, UTILITY REFUND	04/09/2019	23.71	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
Total 20290.05:						72.62	.00					
1987	UTILITY REFUND #7	252005.02		BRENDAN BRAZEE, 330 W LIL ROBERT CT, UTILITY REFUND	04/09/2019	-.73	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	252005.02		BRENDAN BRAZEE, 330 W LIL ROBERT CT, UTILITY REFUND	04/09/2019	2.29	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	252005.02		BRENDAN BRAZEE, 330 W LIL ROBERT CT, UTILITY REFUND	04/09/2019	1.79	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	252005.02		BRENDAN BRAZEE, 330 W LIL ROBERT CT, UTILITY REFUND	04/09/2019	1.00	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 252005.02:						4.35	.00					
1987	UTILITY REFUND #7	252095.02		JEANNE MARIE PIPER, 1069 S CHALKBOARD PL, UTILITY REFUND	04/04/2019	37.01	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	252095.02		JEANNE MARIE PIPER, 1069 S CHALKBOARD PL, UTILITY REFUND	04/04/2019	36.98	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	252095.02		JEANNE MARIE PIPER, 1069 S CHALKBOARD PL, UTILITY REFUND	04/04/2019	29.71	.00	26-4975 SOLID WASTE USER FEES	0	4/19		

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
1987	UTILITY REFUND #7	252095.02		JEANNE MARIE PIPER, 1069 S CHALKBOARD PL, UTILITY REFUND	04/04/2019	2.17	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 252095.02:						105.87	.00					
1987	UTILITY REFUND #7	310246.02		STEVEN J BAINBRIDGE, 9472 S ROCK CLIFFS WAY, UTILITY REFUND	04/04/2019	31.06	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	310246.02		STEVEN J BAINBRIDGE, 9472 S ROCK CLIFFS WAY, UTILITY REFUND	04/04/2019	33.57	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	310246.02		STEVEN J BAINBRIDGE, 9472 S ROCK CLIFFS WAY, UTILITY REFUND	04/04/2019	7.77	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	310246.02		STEVEN J BAINBRIDGE, 9472 S ROCK CLIFFS WAY, UTILITY REFUND	04/04/2019	7.94	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 310246.02:						80.34	.00					
Total UTILITY REFUND #7:						487.66	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	52176		POSTAGE, ESTATEMENTS, IMAGING AND INSERTS, MAR.'19 - ADMIN	03/31/2019	1,346.01	.00	01-6190 P0STAGE & BILLING	0	4/19		
857	VALLI INFORMATION SYSTEMS, INC	52176		POSTAGE, ESTATEMENTS, IMAGING AND INSERTS, MAR.'19 - WATER	03/31/2019	2,115.16	.00	20-6190 P0STAGE & BILLING	0	4/19		
857	VALLI INFORMATION SYSTEMS, INC	52176		POSTAGE, ESTATEMENTS, IMAGING AND INSERTS, MAR.'19 - SEWER	03/31/2019	2,115.16	.00	21-6190 P0STAGE & BILLING	0	4/19		
857	VALLI INFORMATION SYSTEMS, INC	52176		POSTAGE, ESTATEMENTS, IMAGING AND INSERTS, MAR.'19 - P.I	03/31/2019	833.26	.00	25-6190 P0STAGE & BILLING	0	4/19		

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 52176:						6,409.59	.00					
857	VALLI INFORMATION SYSTEMS, INC	52177		LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR MAR.'19 - ADMIN	03/31/2019	52.98	.00	01-6190 P0STAGE & BILLING	0	4/19		
857	VALLI INFORMATION SYSTEMS, INC	52177		LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR MAR.'19 - WATER	03/31/2019	83.26	.00	20-6190 P0STAGE & BILLING	0	4/19		
857	VALLI INFORMATION SYSTEMS, INC	52177		LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR MAR.'19 - SEWER	03/31/2019	83.26	.00	21-6190 P0STAGE & BILLING	0	4/19		
857	VALLI INFORMATION SYSTEMS, INC	52177		LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR MAR.'19 - P.I	03/31/2019	32.80	.00	25-6190 P0STAGE & BILLING	0	4/19		
Total 52177:						252.30	.00					
Total VALLI INFORMATION SYSTEMS, INC:						6,661.89	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9827130236		CELL PHONE SERVICE, MAR.'19 - ADMIN	03/28/2019	143.60	.00	01-6255 TELEPH0NE	0	4/19		
1575	VERIZON WIRELESS	9827130236		CELL PHONE SERVICE, MAR.'19 - P & Z	03/28/2019	54.54	.00	01-6255 TELEPH0NE	1003	4/19		
1575	VERIZON WIRELESS	9827130236		CELL PHONE SERVICE, MAR.'19 - PARKS	03/28/2019	389.90	.00	01-6255 TELEPH0NE	1004	4/19		
1575	VERIZON WIRELESS	9827130236		CELL PHONE SERVICE, MAR.'19 - BUILDING INSPECTION	03/28/2019	97.00	.00	01-6255 TELEPH0NE	1005	4/19		
1575	VERIZON WIRELESS	9827130236		CELL PHONE SERVICE, MAR.'19 - WATER	03/28/2019	476.81	.00	20-6255 TELEPH0NE EXPENSE	0	4/19		

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	9827130236		CELL PHONE SERVICE, MAR.'19 - SEWER	03/28/2019	562.40	.00	21-6255 TELEPH0NE EXPENSE	0	4/19		
1575	VERIZON WIRELESS	9827130236		CELL PHONE SERVICE, MAR.'19 - P.I	03/28/2019	130.17	.00	25-6255 TELEPH0NE EXPENSE	0	4/19		
1575	VERIZON WIRELESS	9827130236		CELL PHONE SERVICE, MAR.'19 - ECONOMIC DEVELOPMENT	03/28/2019	47.55	.00	01-6255 TELEPH0NE	4000	4/19		
Total 9827130236:						1,901.97	.00					
1575	VERIZON WIRELESS	9827248664		TABLET SERVICE, MAR.'19 - ADMIN	04/01/2019	3.68	.00	01-6255 TELEPH0NE	0	4/19		
1575	VERIZON WIRELESS	9827248664		TABLET SERVICE, MAR.'19 - P & Z	04/01/2019	8.09	.00	01-6255 TELEPH0NE	1004	4/19		
1575	VERIZON WIRELESS	9827248664		TABLET SERVICE, MAR.'19 - BUILDING INSPECTION	04/01/2019	30.87	.00	01-6255 TELEPH0NE	1005	4/19		
1575	VERIZON WIRELESS	9827248664		TABLET SERVICE, MAR.'19 - WATER	04/01/2019	42.04	.00	20-6255 TELEPH0NE EXPENSE	0	4/19		
1575	VERIZON WIRELESS	9827248664		TABLET SERVICE, MAR.'19 - SEWER	04/01/2019	50.86	.00	21-6255 TELEPH0NE EXPENSE	0	4/19		
1575	VERIZON WIRELESS	9827248664		TABLET SERVICE, MAR.'19 - P.I	04/01/2019	11.46	.00	25-6255 TELEPH0NE EXPENSE	0	4/19		
Total 9827248664:						147.00	.00					
Total VERIZON WIRELESS:						2,048.97	.00					
VICTORY GREENS												
364	VICTORY GREENS	469351	8256	8 YDS PLAYGROUND CHIPS, S. JONES, MAR. '19	03/26/2019	327.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		

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 469351:						327.60	.00					
364	VICTORY GREENS	469382	8256	8 YDS PLAYGROUND CHIPS, S. JONES, MAR. '19	03/27/2019	327.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 469382:						327.00	.00					
364	VICTORY GREENS	469453	8256	8 YDS PLAYGROUND CHIPS, S. JONES, MAR. '19	03/28/2019	327.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 469453:						327.60	.00					
364	VICTORY GREENS	469468	8256	8 YDS PLAYGROUND CHIPS, S. JONES, MAR. '19	03/28/2019	327.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 469468:						327.60	.00					
364	VICTORY GREENS	470181	8256	8 YDS PLAYGROUND CHIPS, S. JONES, MAR. '19	03/27/2019	327.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 470181:						327.60	.00					
364	VICTORY GREENS	470186	8256	8 YDS PLAYGROUND CHIPS, S. JONES, MAR. '19	03/27/2019	327.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 470186:						327.60	.00					
Total VICTORY GREENS:						1,965.00	.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
WASSAR LOGISTICS HOLDINGS LLC												
1986	WASSAR LOGISTICS HOLDINGS LLC	18S3995-1	8100	50% DOWN FOR 1/2 CUBIC YARD SELF DUMPING HOPPER, GRIT HOPPER HEADWORKS, T. SHAFFER, FEB. '19	03/13/2019	2,587.50	.00	21-6166 PP&E PURCHASES - OPERATIONS	1159	4/19		
Total 18S3995-1:						2,587.50	.00					
Total WASSAR LOGISTICS HOLDINGS LLC:						2,587.50	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0434535		RECORDS DESTRUCTION, MAR.'19 - ADMIN	04/01/2019	7.00	.00	01-6052 CONTRACT SERVICES	0	4/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0434535		RECORDS DESTRUCTION, MAR.'19 - P & Z	04/01/2019	2.25	.00	01-6052 CONTRACT SERVICES	1003	4/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0434535		RECORDS DESTRUCTION, MAR.'19 - WATER	04/01/2019	6.63	.00	20-6052 CONTRACT SERVICES	0	4/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0434535		RECORDS DESTRUCTION, MAR.'19 - SEWER	04/01/2019	6.63	.00	21-6052 C0NTRACT SERVICES	0	4/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0434535		RECORDS DESTRUCTION, MAR.'19 - P.I	04/01/2019	2.49	.00	25-6052 C0NTRACT SERVICES	0	4/19		
Total 0434535:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	190533		1 CASE SAFETY EAR PLUGS, B. WITHROW, MAR. '19	03/21/2019	59.91	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	4/19		
Total 190533:						59.91	.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 WESTERN STATES CHEM:					59.91	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN000934196	8269	SERVICE ON GENERATORS 10 MILE LIFT STATION, T.FLEMING, MAR.'19	03/29/2019	484.02	.00	21-6150 M & R - SYSTEM	0	4/19		
	Total IN000934196:					484.02	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000934199	8269	SERVICE ON GENERATORS AT DANSKIN LIFT STATION, T.FLEMING, MAR.'19	03/29/2019	1,026.74	.00	21-6150 M & R - SYSTEM	0	4/19		
	Total IN000934199:					1,026.74	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000934201	8269	SERVICE ON GENERATORS AT DISCOVERY LIFT STATION, T.FLEMING, MAR.'19	03/29/2019	4,605.35	.00	21-6150 M & R - SYSTEM	0	4/19		
	Total IN000934201:					4,605.35	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000934208	8270	GENERATOR REPAIR, BUTLER WELL, MAR.'19	03/29/2019	519.80	.00	20-6150 M & R - SYSTEM	0	4/19		
	Total IN000934208:					519.80	.00					
	Total WESTERN STATES EQUIPMENT CO.:					6,635.91	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	03312019-257		LEGAL FEES, MAR.'19 - ADMIN	03/31/2019	3,309.50	.00	01-6202 PR0FESSI0NAL SERVICES	0	4/19		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	03312019-257		LEGAL FEES, MAR.'19 - P & Z	03/31/2019	1,431.00	.00	01-6202 PR0FESSI0NAL SERVICES	1003	4/19		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	03312019-257		LEGAL FEES, MAR.'19 - WATER	03/31/2019	734.00	.00	20-6202 PROFESSIONAL SERVICES	0	4/19		

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 03312019-25721M:						5,474.50	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						5,474.50	.00					
Grand Totals:						690,117.27	338,280.13					

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

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

CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

RECEIVED
APR 01 2019
CITY OF KUNA

ALCOHOL LICENSE RENEWAL APPLICATION

Bi-Mart #688
PO Box 2310
Eugene OR 97402
USA

Date: 01/31/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1, 2019. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than the expiration for your business to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	**For Review at Council Meeting on:**
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 180004
Business Name: Bi-Mart #688
Business Address: 1277 E Deer Flat Rd
Business Phone: (208) 287-8986
Business Fax: (208)
Mailing Address: PO Box 2310 Eugene OR 97402
Business Email: jeff.schoonmaker@bimart.com
State License #: 22563
State Tax ID: 82939170-08
Owner Name: Bi-Mart Corp
Owner Phone: (541) 344-0681
Owner Address: P.O. Box 2310 Eugene OR 97402

Billing Information:	**Description**	**Amount**
	Off Premise Beer	$ 50.00
	Off Premise Wine	$ 200.00

Total License Fee(s) Due: $ 250.00

Signature: _____ Date: 3/26/19

****** OFFICE USE ONLY ******

Date Fee Paid: 4/1/19 *License #:* 180004

Receipt #: 11.002629 *For Review at Council Meeting Dated:* 4/16/19

2019-2020 RETAIL ALCOHOL BEVERAGE LICENSE 2020336

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Bi-Mart Corp

dba: Bi-Mart # 688

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 1277 E. Deer Flat Rd., Kuna, ID 83634

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ❖ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

License valid from May 1, 2019 to April 30, 2020

Beer	Bottled or canned. consumed OFF premises	$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 20th day of March, 2019

Phil McGrane, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

Packet 3088 Agenda Item 4C1 Page 2 of 3

4C1

State of Idaho

Idaho State Police

Cycle Tracking Number: 108869

Premise Number: 1A-22563

Retail Alcohol Beverage License

License Year: 2020

License Number: 22563

This is to certify, that Bi-Mart Corp

doing business as: Bi-Mart #688

is licensed to sell alcoholic beverages as stated below at:

1277 E Deer Flat Rd, Kuna, Ada County

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

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	$50.00
On-premise consumption	No	
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	$100.00
Wine by the glass	No	
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: $150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

BI-MART CORP
BI-MART #688
PO BOX 2310

EUGENE, OR 97402

Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

ABC FORM NO. AB3

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

RECEIVED
MAR 28 2019
CITY OF KUNA

RECEIVED
FEB 19 2019
CITY OF KUNA

ALCOHOL LICENSE RENEWAL APPLICATION

FIESTA GUADALAJARA
PO BOX 70
ONTARIO OR 97914

Date: 01/31/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1, 2019. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than the expiration for your business to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	**For Review at Council Meeting on:**
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 35
Business Name: FIESTA GUADALAJARA
Business Address: 780 E AVALON STREET
Business Phone: (541) 889-3656
Business Fax:
Mailing Address: PO BOX 70 ONTARIO OR 97914
Business Email: derrickdraper@qwestoffice.net
State License #:
State Tax ID:
Owner Name: SALVADOR SANCHEZ
Owner Phone: (541) 889-3656
Owner Address: 1145 LUCKY LANE ONTARIO CITY OR 97914

Billing Information:	**Description**	**Amount**
	Liquor-by-the-Drink	$ 562.50
	On Premise Beer	$ 200.00

Total License Fee(s) Due: $ 762.50

Signature: _____ Date: 2019.2.14

****** OFFICE USE ONLY ******

Date Fee Paid: 3/29/19 *License #:* 35

Receipt #: 11.002622 *For Review at Council Meeting Dated:* 4.16.19

2019-2020 RETAIL ALCOHOL BEVERAGE LICENSE 2020251

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Salvador Sanchez

dba: Fiesta Guadalajara

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 780 E. Avalon, Kuna, ID 83634

License valid from May 1, 2019 to April 30, 2020

Beer	Bottled or canned, consumed ON premises	$75.00
Liquor	Kuna City	$187.50

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 20th day of March, 2019

Phil McGrane, Clerk

Kendra Kenyon
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

Fiesta Guadalajara Alcohol License Renewal Request

4C2

State of Idaho

Idaho State Police

Cycle Tracking Number: 108747
ISLD ID: 5598

Premise Number: 1A-10497
Incorporated City

Retail Alcohol Beverage License

License Year: 2020
License Number: 10497

This is to certify, that Salvador Sanchez

doing business as: Fiesta Guadalajara

is licensed to sell alcoholic beverages as stated below at:
780 E Avalon, Kuna, Ada County

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

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

TOTAL FEE: $800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

SALVADOR SANCHEZ
FIESTA GUADALAJARA
PO BOX 70

ONTARIO, OR 97914
Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

ABC FORM NO. ABC 03

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

SEE REVERSE SIDE FOR CITY OR TRIBAL SIGNATURE OF THIS LICENSE

Fiesta Guadalajara Alcohol License Renewal
Page 3 of 3

4C2

CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

K & L Ventures LLC
689 S Whitehorse Ave
Kuna ID 83642
USA

Date: 02/05/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1, 2019. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than the expiration for your business to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	**For Review at Council Meeting on:**
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 247
Business Name: K & L Ventures LLC
Business Address: 353 Ave E
Business Phone: (208) 991-7879
Business Fax: (208)
Mailing Address: 689 S Whitehorse Ave Kuna ID 83642
Business Email: kunacowgirls@gmail.com
State License #:
State Tax ID:
Owner Name: Jake Low
Owner Phone: 208-608-8040
Owner Address: 689 S Whitehorse Ave KUNA ID 83634

Billing Information:	**Description**	**Amount**
	On Premise Beer	$ 200.00
	Liquor-by-the-Drink	$ 562.50

Total License Fee(s) Due: $ 762.50

Signature: _____ Date: 4-4-2019

****** OFFICE USE ONLY ******

Date Fee Paid: 4/4/2019 *License #:* 1715A

Receipt #: 11002035 *For Review at Council Meeting Dated:* 4/16/2019

State of Idaho

Idaho State Police

Cycle Tracking Number: 109598
ISLD ID: 7861

Premise Number: 1A-834
Incorporated City

Retail Alcohol Beverage License

License Year: 2020
License Number: 4777

This is to certify, that K & L Ventures LLC

doing business as: Cowgirls

is licensed to sell alcoholic beverages as stated below at:
353 Avenue E, Kuna, Ada County

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

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

TOTAL FEE: $800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

K & L VENTURES LLC
COWGIRLS
96 N. PIT LN.

NAMPA, ID 83687
Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

ABC FORM NO: ABC 03

2019-2020 RETAIL ALCOHOL BEVERAGE LICENSE 2020377

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that K & L Ventures

dba: Cowgirls

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 353 Avenue E, Kuna, ID 83634

License valid from May 1, 2019 to April 30, 2020

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

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 26th day of March, 2019

Phil McGrane, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

Lima Limon Peruvian Restaurant
1009 E Kuna Road Apt 109
KUNA ID 83634
USA

Date: 01/31/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1, 2019. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than the expiration for your business to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	**For Review at Council Meeting on:**
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 160005
Business Name: Lima Limon Peruvian Restaurant
Business Address: 379 W Main Street
Business Phone: (208) 922-3144
Business Fax: (208)
Mailing Address: 1009 E Kuna Road Apt 109 KUNA ID 83634
Business Email: contreras.agustin@hotmail.com
State License #:
State Tax ID:
Owner Name: AGUSTIN CONTRERAS
Owner Phone: (208) 850-0538
Owner Address: 1009 E Kuna Rd Apt 109 KUNA ID 83634

Billing Information:	**Description**	**Amount**
	Liquor-by-the-Drink	$ 562.50
	On Premise Beer	$ 200.00

Total License Fee(s) Due: $ 762.50

Signature: _____ Date: 4-3-19

****** OFFICE USE ONLY ******

Date Fee Paid: 4/3/19 *License #:* 1711A

Receipt #: 11002634 *For Review at Council Meeting Dated:* 04.16.2019

2019-2020 RETAIL ALCOHOL BEVERAGE LICENSE 2020388

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Agustin Contreras

dba: Lima Limon Peruvian Restaurant

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 379 W Main Street, Kuna, ID 83634

License valid from May 1, 2019 to April 30, 2020

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

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 26th day of March, 2019

Phil McGrane, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

State of Idaho

Idaho State Police

Cycle Tracking Number: 109645
ISLD ID: 8077

Premise Number: 1A-229
Incorporated City

Retail Alcohol Beverage License

License Year: 2020
License Number: 2469

This is to certify, that Agustin C Contreras

doing business as: Lima Limon Peruvian Restaurant

is licensed to sell alcoholic beverages as stated below at:
379 W Main Street, Kuna, Ada County

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

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

TOTAL FEE: $800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

AGUSTIN C CONTRERAS
LIMA LIMON PERUVIAN RESTAURANT
1009 E KUNA ROAD
APT 109
KUNA, ID 83634
Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

ABC FORM NO: ABC 03

CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

Longhorn Lounge
PO BOX 88
KUNA ID 83634
USA

Date: 01/31/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1, 2019. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than the expiration for your business to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	For Review at Council Meeting on:
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 115
Business Name: Longhorn Lounge
Business Address: 458 W Main Street
Business Phone: (208) 922-4163
Business Fax: (208)
Mailing Address: PO BOX 88 KUNA ID 83634
Business Email: lhjon@icloud.com
State License #:
State Tax ID:
Owner Name: JON FERRY
Owner Phone: (208) 989-8400
Owner Address: PO BOX 88 KUNA ID 83634

Billing Information:	Description	Amount
	Liquor-by-the-Drink	$ 562.50
	On Premise Beer	$ 200.00

Total License Fee(s) Due: $ 762.50

Signature: _____ Date: 4/5/19

****** OFFICE USE ONLY ******

Date Fee Paid: 4/11/19 *License #:* 115

Receipt #: credit card *For Review at Council Meeting Dated:* 4/16/19

2019-2020 RETAIL ALCOHOL BEVERAGE LICENSE 2020507

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Jon's Longhorn LLC

dba: Longhorn Lounge

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 458 W. 3rd St., Kuna, ID 83634

License valid from May 1, 2019 to April 30, 2020

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

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 9th day of April, 2019

Phil McGrane, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

State of Idaho

Idaho State Police

Cycle Tracking Number: 109858
ISLD ID: 6662

Premise Number: 1A-361
Incorporated City

Retail Alcohol Beverage License

License Year: 2020
License Number: 4163

This is to certify, that Jon's Longhorn LLC

doing business as: Longhorn Lounge

is licensed to sell alcoholic beverages as stated below at:
458 W 3rd Street, Kuna, Ada County

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

Liquor	Yes	$750.00
Beer	Yes	$50.00
On-premises consumption	Yes	$0.00
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: $800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

JON'S LONGHORN LLC
LONGHORN LOUNGE
PO BOX 88

KUNA, ID 83634
Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

ABC FORM

CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

RECEIVED
APR 01 2019
CITY OF KUNA

ALCOHOL LICENSE RENEWAL APPLICATION

RIDLEY'S FOOD CORP
1403 N MERIDIAN ROAD
KUNA ID 83634
USA

Date: 01/31/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1, 2019. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than the expiration for your business to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	**For Review at Council Meeting on:**
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 155
Business Name: RIDLEY'S FOOD CORP
Business Address: 1403 N MERIDIAN ROAD
Business Phone: (208)922-5586
Business Fax: (208)
Mailing Address: 1403 N MERIDIAN ROAD KUNA ID 83634
Business Email: 8448manager@shopridleys.com
State License #:
State Tax ID:
Owner Name: MARK RIDLEY
Owner Phone: (208) 324-4633
Owner Address: 2913 S. Waterbury Place BOISE ID 83702

Billing Information:	**Description**	**Amount**
	Off Premise Wine	$ 200.00
	Off Premise Beer	$ 50.00

Total License Fee(s) Due: $ 250.00

Signature: _____ Date: 2/12/19

****** OFFICE USE ONLY ******

Date Fee Paid: 4/1/19 *License #:* 155

Receipt #: 11.00216210 *For Review at Council Meeting Dated:* 4/16/19

State of Idaho

Idaho State Police

Cycle Tracking Number: 108914

Premise Number: 1A-15444

Retail Alcohol Beverage License

License Year: 2020

License Number: 15444

This is to certify, that Ridley's Family Markets Inc

doing business as: Ridley's Family Market

is licensed to sell alcoholic beverages as stated below at:

1403 N Meridian Rd, Kuna, Ada County

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

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	$50.00
On-premise consumption	No	
Kegs to go	Yes	$20.00
Restaurant	No	
Wine by the bottle	Yes	$100.00
Wine by the glass	No	
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: $170.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

RIDLEY'S FAMILY MARKETS INC
RIDLEY'S FAMILY MARKET
621 WASHINGTON STREET SOUTH

TWIN FALLS, ID 83301

Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

ABC FORM NO: ABC 03

2019-2020 RETAIL ALCOHOL BEVERAGE LICENSE 2020209

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Ridley's Food Corp

dba: Ridley's Family Market

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 1403 N. Meridian Rd., Kuna, ID 83634

License valid from May 1, 2019 to April 30, 2020

Beer	Bottled or canned, consumed OFF premises	$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 12th day of March, 2019

Phil McGrane, Clerk

Kendra Kenyon
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

RECEIVED
APR 08 2019
CITY OF KUNA

Smoky Mountain Pizzeria Grill
408 E 41st Street
Boise ID 83714
USA

Date: 01/31/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1, 2019. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than the expiration for your business to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	**For Review at Council Meeting on:**
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 180049
Business Name: Smoky Mountain Pizzeria Grill
Business Address: 1011 N Meridian Road
Business Phone: (208) 433-9596
Business Fax: (208)
Mailing Address: 408 E 41st Street Boise ID 83714
Business Email: dantodd@smkymt.com
State License #:
State Tax ID:
Owner Name: LLC Smoky Mountain Pizza Kuna
Owner Phone: (208) 890-6482
Owner Address: 408 E 41st Street Boise ID 83714

Billing Information:	**Description**	**Amount**
	Liquor-by-the-Drink	$ 562.50
	Off Premise Beer	$ 50.00
	On Premise Beer	$ 200.00
	Off Premise Wine	$ 200.00

Total License Fee(s) Due: $ 1,012.50

Signature: [signature] President Triple Tree Inc. its Member Date: 2/6/19

****** OFFICE USE ONLY ******

Date Fee Paid: 4/8/19 *License #:* 180049

Receipt #: 11-002638 *For Review at Council Meeting Dated:* 4/16/19

State of Idaho

Idaho State Police

Cycle Tracking Number: 108676
ISLD ID: 8358

Premise Number: 1A-24518
Incorporated City

Retail Alcohol Beverage License

License Year: 2020
License Number: 24518

This is to certify, that Smoky Mountain Pizza Kuna LLC

doing business as: Smoky Mountain Pizzeria Grill

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

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

County and city licenses are also required in order to operate.

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

TOTAL FEE: $800.00

Daniel B. Todd
Signature of Licensee, Corporate Officer, LLC Member or Partner

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

BOISE, ID 83714
Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

ABC FORM NO: ABC 03

2019-2020 RETAIL ALCOHOL BEVERAGE LICENSE 2020341

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Smoky Mountain PIzza Kuna LLC

dba: Smoky Mountain Pizzeria Grill

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

License valid ~~from~~ May 1, 2019 to April 30, 2020

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

/ Daniel Blood / CLS, Mgr & Agt. its Member
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 20th day of March, 2019

Phil McGrane, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

RESOLUTION NO. R29-2019A
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING CITY OF KUNA, IDAHO RESOLUTION NO. R29-2019 AND THE AGREEMENT WITH RIMI INC TO PROVIDE THE CITY WITH MECHANICAL PLAN REVIEW AND INSPECTION SERVICES FOR THE PURPOSE OF REFINING THE SCOPE OF SERVICES BY REMOVING RESIDENTIAL FROM EXHIBIT A, SECTION I, PARAGRAGH I, SECTION 2; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AGREEMENT.

WHEREAS Resolution No. R29-2019 and the Agreement with RIMI Inc. were approved on April 2, 2019; and

WHEREAS the Agreement has been amended to refine the Scope of Services by removing Residential from Exhibit A, Section I, Paragraph I, Section 2.

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

Section 1. The Amended Agreement with RIMI Inc., in substantially the form as attached hereto as EXHIBIT A is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute the Amended 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 16th day of April, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of April, 2019.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

AMENDED
PROFESSIONAL SERVICES AGREEMENT BETWEEN
RIMI, INC AND THE CITY OF KUNA, IDAHO
FOR MECHANICAL PLAN REVIEW AND INSPECTION SERVICES

This PROFESSIONAL SERVICES AGREEMENT BETWEEN RIMI INCAND THE CITY OF KUNA FOR MECHANICAL PLAN REVIEW AND INSPECTION SERVICES ("Agreement") is made and entered into this ___ day of _____, 2019, by and between RIMI INC ("Contractor") whose address is 12160 W. New Hope, Star, ID, and the City of Kuna ("City") whose address is, 751 W 4th Street, Kuna, Idaho. Contractor and City may hereafter collectively be referred to as "Parties."

WHEREAS, the City is a municipal corporation created under the laws of the State of Idaho and as such, is authorized by Idaho Code §§39-4116(2) and 39-4116(4) to adopt building codes and local amendments thereto, and by Idaho Code §50-301 to enter into contracts for the purpose of implementing such codes; and

WHEREAS, the City Council of City finds that it is in the best interest of the health, safety, and welfare of the people of the City of Kuna to enter into this Agreement with Contractor; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Contractor and the City hereby agree and contract as follows:

I. RESPONSIBILITIES OF CONTRACTOR:

A. **Scope of Services**. Contractor shall perform the necessary services and adhere in all respects to the service level expectations set forth in *Exhibit A, Scope of Services*, as attached hereto and incorporated herein by reference.

B. **Continuity of Operations.** Where, as to any task performed or service provided hereunder, Contractor is unable for any reason to meet the obligations and time constraints set forth in *Exhibit A, Scope of Services*, Contractor shall engage a duly authorized designee, who shall be: (1) authorized by Contractor to complete tasks and to make decisions on Contractor's behalf, (2) in good standing with all relevant licensing authorities, and (3) hold at least the minimum certifications required by Idaho Code §54-5018. Contractor shall immediately and in writing, notify the City of any and all such designations.

C. **Contractor's Employees.** Contractor's employees, designees, subcontractors, and delegee shall be bound by all of the terms and conditions of this Agreement, including the service level expectations set forth in *Exhibit A, Scope of Services*, and all qualifications required of Contractor hereunder, except as otherwise specified in this Agreement, and except as to clerical or administrative tasks not requiring such qualifications. Within seven (7) calendar days of execution of this Agreement, and thenceforth within seven (7) calendar days of hiring or reassigning personnel to provide services hereunder, Contractor shall provide to City a list of all Contractor personnel who are employed or otherwise assigned by Contractor to provide services under this agreement, including such personnel's credentials and qualifications. City may withhold its consent to such employment, designation, subcontract, or delegation or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Kuna.

D. **Qualifications**. At all times throughout the term of this Agreement, Contractor shall be sufficiently qualified to provide services in the manner and in the timeframe established by this provision and all provisions of this Agreement. Specifically, without limitation, Contractor shall be in good standing with all relevant licensing authorities and shall obtain any and all other certifications required by law.

E. **Office Hours**. Contractor shall be available during City business hours to perform administrative tasks required under *Exhibit A, Scope of Services*.

F. **Cell Phone**. Contractor and Contractor's employees shall maintain, at Contractor's expense, a cellular telephone with voice mail, and shall provide the telephone numbers thereof to the City for City's use in administering this Agreement.

G. **Prohibited Services; Conflicts of Interest**. Contractor shall not perform any work under the guise of another business entity, personally or professionally, on any property or work that is inspected by Contractor or that falls under the inspection responsibilities of Contractor as contemplated by this agreement. Contractor is strictly prohibited from referring any work to Contractor, or any company with which Contractor is associated, whether personally or professionally. Contractor's use of any City resource shall be limited exclusively to the work related to this Agreement. Contractor shall report to the City any potential conflicts of interest it may have relative to a construction project.

H. **Public Records**. Contractor acknowledges that all records containing information relating to the conduct or administration of this Agreement and services provided hereunder prepared, owned, used or retained by Contractor are public records and as such are subject to City's records retention schedule and/or the Idaho public records act. Contractor shall, upon request and within two (2) working days of such request, provide requested information or records to the City Clerk's Office. Contractor shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement.

I. **Insurance**. Contractor shall name the City as additional insured on any and all insurance policies required herein only with respect to Contractor's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance issued by an insurance company licensed to do business in the State of Idaho and containing a thirty-day notice of cancellation endorsement. Contractor shall obtain (at Contractor's sole expense) and shall maintain throughout the term of this Agreement, and upon execution of this agreement shall provide City with proof of each and all of the following insurance coverages:

1. Comprehensive general liability insurance with a combined single limit of not less than one million dollars ($1,000,000) per occurrence for property damage and bodily injury or death. In the event a unilateral cancellation or restriction by the insurance company of the insurance policy referred to in this paragraph, Contractor shall notify City in writing within three (3) calendar days. City has the right to suspend portions of this Agreement in the City's sole discretion if Contractor's general liability insurance is revoked, cancelled, expires or Contractor is otherwise without general liability insurance. Contractor shall be afforded a reasonable time to obtain insurance. If Contractor cannot obtain insurance within a reasonable time, City may terminate this Agreement.
2. Automobile liability insurance with a combined single limit per occurrence of not less than five hundred thousand dollars ($500,000), naming the City of Kuna as an additional insured.
3. Errors and omissions insurance for the services under this Agreement, in an amount of not less than five hundred thousand dollars ($500,000) per occurrence.
4. Workers' compensation insurance on Contractor and all persons in Contractor's employ in the minimum amount(s) and as required by Idaho law. This provision shall apply to Contractor even if Contractor is acting as a sole proprietor, regardless of the

worker's compensation insurance requirements of the State of Idaho regarding sole proprietors.

J. **Compliance with Applicable Law and City Policies**. Contractor shall comply with all federal, state, City, and other laws and ordinances applicable to services performed under this Agreement. When performing services under this Agreement, Contractor shall adhere to all City policies pertaining to workplace conduct, including but not limited to policies related to drug and alcohol policy, and safety.

K. **Electronic Equipment**. Contractor shall supply, at its expense, any electronic equipment necessary to perform the services enumerated under this Agreement.

II. RESPONSIBILITIES OF CITY.

A. **Incidental Office Supplies**. City shall provide, for Contractor's use in performing services under this Agreement, inspection tags, permit notices, business cards, and incidental clerical staff services. One soft-bound copy of all adopted codes will be available for shared use at the Kuna City Hall. To the extent that Contractor needs or desires additional supplies or services that are not provided by City under this Agreement, such supplies or services shall be provided at the sole cost and expense of the Contractor.

III. GENERAL PROVISIONS.

A. **Term**. This Agreement shall become effective upon execution by both parties, and shall expire on April 1, 2020, unless sooner terminated as provided below. Time is of the essence in Contractor's performance of each and every obligation under this Agreement. This Agreement term may be extended by separate written addendum, duly executed by both parties.

B. **Non-Appropriation of Funds**. This Agreement shall in no way or manner be construed so as to bind or obligate City beyond the term of any particular appropriation of funds by Kuna City Council. The City reserves the right to terminate the Agreement if the Kuna City Council fails, neglects, or refuses to appropriate sufficient funds as may be required for City to continue its required performance under this Agreement. If City Council fails to appropriate funds for this Agreement for any fiscal year then this Agreement will terminate automatically, with no consequence to the City, on the last day of the last fiscal year of appropriated funds.

C. **Revenue Allocation**. Contractor shall be entitled to the following shares of mechanical permit fee revenues collected by City:

1. Sixty percent (60%) of the mechanical permit fees collected.
2. Existing Projects can be inspected at forty dollars ($40.00) per inspection.

D. **Hourly Rate**. For duties and functions expressly enumerated hereunder as billed hourly, or other duties not expressly enumerated hereunder, and only upon prior written approval by the City, Contractor may charge City an hourly rate of no more than $50.00 per hour. City shall not be obligated to pay Contractor an hourly rate for any service provided without City's prior written approval.

E. **Payment**. Fees pertaining to services provided under this Agreement shall be collected by City. City shall remit Contractor's share of permit revenues collected by the City in accordance with *Exhibit B, Payment Schedule,* no later than the tenth (10th) day of the month following attainment of the specified Milestone. City shall maintain an accounting of all permit fees and shall provide to Contractor a full accounting therefore upon request.

F. **Liquidated Damages**. Contractor shall be liable to the City for any delay beyond the time periods specified in this agreement, in the amount of two hundred fifty dollars ($250.00) for each calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

G. **Records**. All records, including those of costs, reimbursable expenses, and payments shall be kept to generally recognized accounting methods and standards and shall be available to the other Party at all times.

H. **Transition Into and Out of Agreement Term.**

1. Payment Due Contractor. It is acknowledged by the parties that the City collects permit fees when permits are issued. Contractor shall be entitled only to Contractor's allocated share of permit revenues for inspections provided during the term of this Agreement.

2. Transition Period Following Termination. In the event this Agreement is terminated, or is not renewed or extended, the parties agree that an interim period of transition may be necessary to assure adequate protection of the public and continuity of service to customers. Contractor agrees that, upon written request of City, Contractor shall provide such services as are requested by City, for a term of thirty (30) calendar days following termination of this agreement, or for such period as the parties may agree. During the period of transition, City shall compensate Contractor $50.00 per hour for each hour worked. To receive payment, Contractor shall submit to City a detailed invoice, including time records containing date, service provided, and time expended, recorded in 15-minute increments. City shall provide payment to Contractor within thirty (30) calendar days of receipt of invoice.

I. **Independent Contractor**. Contractor is not an officer or employee of the City. Contractor is engaged as an independent contractor, and will be so deemed for all purposes, including the following:

1. Contractor shall be responsible for payment of any Federal or state taxes required as a result of this Agreement.

2. Contractor shall not be entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are: vacation, holiday, sick, or other leaves of pay; medical or dental insurance; or, retirement benefits.

3. Contractor is an independent contractor for purposes of the Idaho Workers' Compensation laws, and shall comply with all applicable Workers' Compensation insurance requirements.

4. Substantially all necessary tools, equipment, supplies and all other administrative support expenses will be furnished by Contractor, with the exception of the incidental items to be furnished by City as set forth herein.

5. Contractor will not be eligible for any Federal Social Security, State Workman's Compensation or unemployment insurance payment from the City or charged to City's account.

J. **Notice**. Communication between the City-Contractor Liaison and Contractor regarding day-to-day and administrative matters shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed respectively as follows:

City of Kuna	RIMI, Inc
751 W 4th Street	12160 W New Hope
Kuna, Idaho 83634	Star, ID 83669

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

K. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of both Parties.

L. **Best Interest of City or Contractor**. City may terminate this Agreement by providing sixty (60) calendar days written notice to the other party if, at any time, for any reason, City determines that termination of the Agreement is in the best interest of City. Contractor may terminate this Agreement by providing sixty (60) calendar days written notice to the other party if, at any time, for any reason, Contractor determines that termination of the Agreement is in the best interest of Contractor. In the event of termination, the non-terminating party shall be entitled to compensation for the services performed per the provisions outlined above up to the effective date of termination.

M. **Changed Conditions**. City may terminate or modify this Agreement, in whole or in part, effective immediately upon delivery of written notice to Contractor, or at such later date as may be established by City under the following conditions:

1. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
2. If any professional license, insurance, bond or certificate required by law, regulation or this Agreement to be held by Contractor to provide the services required by this Agreement, is for any reason denied, revoked, suspended, or not renewed;
3. If City has evidence that Contractor in the course of its duties herein has endangered or is endangering the health and safety of clients, residents, staff or the public;
4. Falsification of records by Contractor;
5. Failure of Contractor to comply with the provisions of this Agreement or any applicable Federal, state or local laws and rules.
6. If Contractor or its agents engage in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement;
7. If justified, documented complaints are made against Contractor or its agents for failure to provide services as specified herein or failure to perform duties in a courteous and professional manner;
8. If Contractor fails to perform any of the provisions of this Agreement, or fails to perform work under this Agreement in accordance with its terms, and after receipt of written notice from City fails to correct such failures within fourteen (14) calendar days or other period as specified; or
9. If the City Council determines that immediate termination of the Agreement is in the best interests of the City, including but not limited to a determination by the City Council that the obligations under this agreement would violate Article VIII, Section 3 of the Idaho Constitution as a result of the City's failure, neglect, or refusal to appropriate sufficient funds as may be required for City to continue to perform its obligations under this agreement.

N. **Time of the Essence**. Time is of the essence in Contractor's performance of each and every obligation and duty under this Agreement.

O. **Nonwaiver**. A waiver of any right, remedy or provision provided in this Agreement or by law shall not constitute a waiver of any other rights, remedies or provisions, whether or not similar, nor shall any waiver in one instance constitute a waiver in any other instance or constitute a continuing waiver. The rights and remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. City shall not be required to reinstate any provisions of this Agreement following a waiver for the provision to be effective in any other instance.

P. **Indemnity**. Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees while on City's premises or while fulfilling Contractor's obligations under this Agreement, except for liability arising out of concurrent or sole negligence of City or City's officers, agents, or employees. Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees as a result of or arising out of the work performed under this Agreement and arising from the sole or joint negligence of Contractor.

Q. **Independent Contractor**. In all matters pertaining to this Agreement, Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor shall be deemed an employee of City. Except as expressly granted herein, Contractor shall have no authority or responsibility to exercise any rights or power vested in City. The selection and designation of the personnel of City in the performance of this agreement shall be made by City.

R. **Assignment**. The Contractor may not subcontract, assign, or transfer any right or duty arising hereunder without the prior written consent of the City. Any subcontractor, transferee, or assignee shall be bound by all of the terms and conditions of this Agreement. City may withhold its consent to assignment, succession or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Kuna. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

S. **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

T. **Entire Agreement; Modification**. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.

U. **Nondiscrimination**. Contractor agrees that it shall not discriminate against any person in the performance of this Agreement, on the grounds of race, gender, religion, national origin, sexual orientation, marital status, disability, or age.

V. **Survival**. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

W. **Attorney Fees**. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

X. **Governing Law; Venue**. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding between the City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively with the Fourth Judicial District Court of Ada County for the State of Idaho. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted exclusively within the United States District Court for Idaho.

Y. **Exhibits**. All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

Z. **City Council Approval Required**. This Agreement shall not become effective or binding until approved by the Kuna City Council.

IN WITNESS WHEREOF, the parties cause this agreement to be executed as of the day and year first above;

RIMI, INC.:

_____
Terry Medley, Owner

CITY OF KUNA:

_____
Joe L. Stear, Mayor

Attest:

_____
Chris Engels, City Clerk

EXHIBIT A

SCOPE OF SERVICES

Overview: Contractor shall perform comprehensive commercial plan reviews prior to permit issuance and detailed mechanical inspections for any and all building projects in the City of Kuna. These plan reviews and inspections are to ensure compliance with all current codified or ordained codes of the City. Contractor shall provide notices to the permit holder and the City of any violation; and order correction of any such violation.

I. SERVICES PROVIDED BY CONTRACTOR.

A. **Plan Review.** Contractor shall be responsible for performing comprehensive commercial plan reviews, prior to permit issuance for any and all building projects in the City of Kuna. Plan review shall be performed before permits are issued. Contractor shall ensure that the approved plans are on-site prior to performing mechanical inspections.

B. **Field Inspections.** Contractor shall perform field inspections to verify and incorporate the requirements of plan review. Each and every field inspection shall be performed between 8:00 a.m. and 5:00 p.m. on City business days and scheduled in compliance with Section I.2.a).(2). Inspection requests are received as "AM" or "PM" (morning or afternoon) requests. Whenever possible, Contractor shall perform all AM requests between 8:00 a.m. and 12:00 p.m. (noon), and shall perform all PM requests between 1:00 p.m. and 5:00 p.m. Where it is or becomes impossible to honor AM/PM requests, Contractor shall notify the requestor immediately.

C. **Certification of Project Value.** Contractor shall review and approve submitted Certificates of Valuation for all projects to ensure accurate valuation. If project scope change occurs, Contractor shall notify the City-Contractor Liaison so that proper adjustments in submittals and valuations are achieved.

D. **Permit Tracking.** Contractor shall provide data regarding the status of tasks related to services provided hereunder to be inputted into a tracking database, including, but not limited to, plan review, plan review comments, field inspections and re-inspections, inspection notes, pass/fail status, and final inspection status. Contractor shall also conduct research as needed for archived information. Contractor shall specify regular or double inspection fees as required. Data for every mechanical inspection shall immediately be entered following the completion of the inspection.

E. **Administrative Tasks.** Contractor shall be available to take phone calls, respond to voice mail and e-mail messages, answer questions, and attend meetings upon request of, as needed, or as scheduled by City. Contractor shall respond to voice mail and e-mail messages within one (1) business day.

F. **Code Amendments and Technological Advancement.** Contractor shall monitor legislation and technical developments that may affect the building industry. This may include, but shall not be limited to, attending meetings, conferences, workshops, and training sessions to become and remain current on principles, practices, and new developments. Contractor shall be responsible for all associated costs.

G. **Code Compliance.** Contractor shall assist City in enforcing appropriate ordinances, including ordinances related to land use, building sites, and building uses. Contractor shall report to the City of Kuna City any observed violations of City Code of which Contractor has knowledge, as well as the current International Building Codes adopted by City. Contractor shall collaborate with City personnel on the investigation and enforcement of civil and/or criminal penalties for uncorrected violations.

H. **Expired Permits**. Contractor shall be responsible for monitoring permit holders' progress toward final inspection, Certificate of Occupancy, or administrative closure. For permits that have expired, Contractor shall communicate with the Building Official to re-instate, re-issue, or extend the expired permit. Contractor shall coordinate with the City on any expired permits that can be administratively closed. By the last day of each month, Contractor shall provide a written report to the City on all outstanding expired or outdated mechanical permits, on the form required by the City.

I. **Process and Performance Standards.** Contractor shall provide services in accordance with the following process and performance standards:

1. Mechanical Plan Review

a) Commercial Projects

(1) Contractor shall complete plan review no more than ten (10) calendar days after receipt of complete application for all commercial applications.

(2) Contractor shall provide mechanical plan review comments, redlines, re-submittal requests and other correspondence via email to design professional of record and to City, and shall archive same in the manner and in the location specified by City.

(3) City staff shall install the initial electronic plan files into the city database for all projects requiring mechanical plan review. Contractor shall be responsible to install all resubmitted plan files and documents in the same city database. Contractor shall also be responsible to incorporate resubmitted hard copies into plan set(s) issued for construction.

(4) Contractor shall perform plan review for compliance of the mechanical systems and equipment on all commercial projects.

b) Tenant Improvement Projects

(1) Contractor shall perform plan review for tenant improvement projects when deemed necessary by the city.

(2) Contractor shall complete plan review no more than seven (7) calendar days after receipt of complete application, except when determined by the City, Contractor shall complete "Fast Track Tenant Improvement" projects no more than three (3) calendar days after receipt of complete application. City will notify Contractor of "Fast Track Tenant Improvement" projects through notification in the City's computerized permit tracking program.

(3) Contractor shall provide plan review comments, redlines, re-submittal requests and other correspondence via email to all design professionals of record and to City, and shall archive same in the manner and in the location specified by City.

(4) City staff shall install the initial electronic plan files into the city database for all projects requiring building plan review. Contractor shall be responsible to install all resubmitted plan files and documents in the same city database. Contractor shall also be responsible to incorporate resubmitted hard copies into plan set(s) issued for construction.

2. Mechanical Inspections

a) Commercial ~~and Residential~~ Projects

(1) Contractor shall perform all mechanical and inspections for commercial ~~and residential~~ projects, from initial inspection through final inspection. City shall provide all pass/fail inspection tags, and notices for Contractor use.

(2) Inspection requests received before 4:00 p.m. the previous day shall be performed on the next business day. Inspection requests received after 4:00 p.m. shall be performed on the next business day following the day it was received. If the request is received on a non-business day, the inspection shall be performed the next business day.

(3) Contractor shall sign off for final mechanical inspection for Certificate of Occupancy, Temporary Certificates of Occupancy, and Letters of Substantial Completion. As appropriate, Contractor shall provide notices of violations of applicable standards to permit holders.

(4) Contractor shall input all mechanical inspection information into the City's software immediately following the inspection. This shall include, but not be limited to specific information related to inspection, correction notices, and re-inspection.

(5) Contractor shall perform as many inspections as necessary on any permit. Contractor may assess re-inspection fees, per the adopted fee schedule, if items from a previous correction notice are not corrected when a new inspection is requested.

II. SERVICE LEVEL EXPECTATIONS.

A. **Professionalism.** When performing services under this Agreement, Contractor shall be professional in demeanor and in conduct, and to that end shall at all times:

1. Display a City-issued photo identification badge.
2. Provide a City-issued business card during field inspections, as appropriate.
3. Dress professionally. While performing services for the City of Kuna, the Contractor, its subcontractors, if any, and all employers working under this contract shall not advertise on clothing or vehicles (logos, graphics, etc.) any business other than RIMI, Inc.
4. Wear appropriate clothing and safety gear to protect from personal injury.

B. **CARE Principles.** City expects all contract personnel, including Contractor, to in good faith and to the extent reasonably required perform services in accordance with the City's four organizational values and corresponding behaviors, identified by the City as significant and vital to the success of the City as a whole: **C**ustomer **S**ervice, **A**ccountability, **R**espect, and **E**xcellence.

1. **Customer Service:** Contractor is asked to respond to customers in a genuine, positive, and timely manner; presenting a polite and approachable persona; maintaining composure under difficult circumstances; sharing information regarding the customer's concerns; and following up with customers.
2. **Accountability:** Contractor acknowledges that each of us is responsible for our own work, choices, and actions. Contractor personnel are asked to be responsible for their actions; actively participate as a team member; make legal and ethical decisions; and

provide accurate and current information regarding expectations, priorities, and accomplishments.

3. **Respect:** Contractor personnel are asked to be trustworthy and courteous; acknowledge and accept people with diverse opinions and backgrounds; treat all customers and co-workers fairly, equally, and as you would want to be treated; and avoiding gossip or passing information of a confidential or private nature.

4. **Excellence:** Contractor personnel are asked to be professional, flexible, and adaptable to community needs; to increase efficiency as well as effectiveness by looking for ways to improve processes; and to provide feedback regarding processes or proposed changes.

EXHIBIT B

PAYMENT SCHEDULE

PAYMENT SCHEDULE - MECHANICAL PLAN REVIEW AND INSPECTIONS		
Milestone Permit Issuance	Milestone Final Inspection Completion	Milestone Sign off on Issuance of Certificate of Occupancy
50% of Contractors Fees as identified in Section III(C)	30% of Contractors Fees as identified in Section III(C)	20% of Contractor's Fees as identified in Section III(C)

AMENDED
PROFESSIONAL SERVICES AGREEMENT BETWEEN
RIMI, INC AND THE CITY OF KUNA, IDAHO
FOR MECHANICAL PLAN REVIEW AND INSPECTION SERVICES

This PROFESSIONAL SERVICES AGREEMENT BETWEEN RIMI INCAND THE CITY OF KUNA FOR MECHANICAL PLAN REVIEW AND INSPECTION SERVICES ("Agreement") is made and entered into this ___ day of _____, 2019, by and between RIMI INC ("Contractor") whose address is 12160 W. New Hope, Star, ID, and the City of Kuna ("City") whose address is, 751 W 4th Street, Kuna, Idaho. Contractor and City may hereafter collectively be referred to as "Parties."

WHEREAS, the City is a municipal corporation created under the laws of the State of Idaho and as such, is authorized by Idaho Code §§39-4116(2) and 39-4116(4) to adopt building codes and local amendments thereto, and by Idaho Code §50-301 to enter into contracts for the purpose of implementing such codes; and

WHEREAS, the City Council of City finds that it is in the best interest of the health, safety, and welfare of the people of the City of Kuna to enter into this Agreement with Contractor; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Contractor and the City hereby agree and contract as follows:

I. RESPONSIBILITIES OF CONTRACTOR:

A. **Scope of Services**. Contractor shall perform the necessary services and adhere in all respects to the service level expectations set forth in *Exhibit A, Scope of Services*, as attached hereto and incorporated herein by reference.

B. **Continuity of Operations.** Where, as to any task performed or service provided hereunder, Contractor is unable for any reason to meet the obligations and time constraints set forth in *Exhibit A, Scope of Services*, Contractor shall engage a duly authorized designee, who shall be: (1) authorized by Contractor to complete tasks and to make decisions on Contractor's behalf, (2) in good standing with all relevant licensing authorities, and (3) hold at least the minimum certifications required by Idaho Code §54-5018. Contractor shall immediately and in writing, notify the City of any and all such designations.

C. **Contractor's Employees.** Contractor's employees, designees, subcontractors, and delegee shall be bound by all of the terms and conditions of this Agreement, including the service level expectations set forth in *Exhibit A, Scope of Services*, and all qualifications required of Contractor hereunder, except as otherwise specified in this Agreement, and except as to clerical or administrative tasks not requiring such qualifications. Within seven (7) calendar days of execution of this Agreement, and thenceforth within seven (7) calendar days of hiring or reassigning personnel to provide services hereunder, Contractor shall provide to City a list of all Contractor personnel who are employed or otherwise assigned by Contractor to provide services under this agreement, including such personnel's credentials and qualifications. City may withhold its consent to such employment, designation, subcontract, or delegation or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Kuna.

D. **Qualifications**. At all times throughout the term of this Agreement, Contractor shall be sufficiently qualified to provide services in the manner and in the timeframe established by this provision and all provisions of this Agreement. Specifically, without limitation, Contractor shall be in good standing with all relevant licensing authorities and shall obtain any and all other certifications required by law.

E. **Office Hours**. Contractor shall be available during City business hours to perform administrative tasks required under *Exhibit A, Scope of Services*.

F. **Cell Phone**. Contractor and Contractor's employees shall maintain, at Contractor's expense, a cellular telephone with voice mail, and shall provide the telephone numbers thereof to the City for City's use in administering this Agreement.

G. **Prohibited Services; Conflicts of Interest**. Contractor shall not perform any work under the guise of another business entity, personally or professionally, on any property or work that is inspected by Contractor or that falls under the inspection responsibilities of Contractor as contemplated by this agreement. Contractor is strictly prohibited from referring any work to Contractor, or any company with which Contractor is associated, whether personally or professionally. Contractor's use of any City resource shall be limited exclusively to the work related to this Agreement. Contractor shall report to the City any potential conflicts of interest it may have relative to a construction project.

H. **Public Records**. Contractor acknowledges that all records containing information relating to the conduct or administration of this Agreement and services provided hereunder prepared, owned, used or retained by Contractor are public records and as such are subject to City's records retention schedule and/or the Idaho public records act. Contractor shall, upon request and within two (2) working days of such request, provide requested information or records to the City Clerk's Office. Contractor shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement.

I. **Insurance**. Contractor shall name the City as additional insured on any and all insurance policies required herein only with respect to Contractor's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance issued by an insurance company licensed to do business in the State of Idaho and containing a thirty-day notice of cancellation endorsement. Contractor shall obtain (at Contractor's sole expense) and shall maintain throughout the term of this Agreement, and upon execution of this agreement shall provide City with proof of each and all of the following insurance coverages:

1. Comprehensive general liability insurance with a combined single limit of not less than one million dollars ($1,000,000) per occurrence for property damage and bodily injury or death. In the event a unilateral cancellation or restriction by the insurance company of the insurance policy referred to in this paragraph, Contractor shall notify City in writing within three (3) calendar days. City has the right to suspend portions of this Agreement in the City's sole discretion if Contractor's general liability insurance is revoked, cancelled, expires or Contractor is otherwise without general liability insurance. Contractor shall be afforded a reasonable time to obtain insurance. If Contractor cannot obtain insurance within a reasonable time, City may terminate this Agreement.
2. Automobile liability insurance with a combined single limit per occurrence of not less than five hundred thousand dollars ($500,000), naming the City of Kuna as an additional insured.
3. Errors and omissions insurance for the services under this Agreement, in an amount of not less than five hundred thousand dollars ($500,000) per occurrence.
4. Workers' compensation insurance on Contractor and all persons in Contractor's employ in the minimum amount(s) and as required by Idaho law. This provision shall apply to Contractor even if Contractor is acting as a sole proprietor, regardless of the

worker's compensation insurance requirements of the State of Idaho regarding sole proprietors.

J. **Compliance with Applicable Law and City Policies**. Contractor shall comply with all federal, state, City, and other laws and ordinances applicable to services performed under this Agreement. When performing services under this Agreement, Contractor shall adhere to all City policies pertaining to workplace conduct, including but not limited to policies related to drug and alcohol policy, and safety.

K. **Electronic Equipment**. Contractor shall supply, at its expense, any electronic equipment necessary to perform the services enumerated under this Agreement.

II. RESPONSIBILITIES OF CITY.

A. **Incidental Office Supplies**. City shall provide, for Contractor's use in performing services under this Agreement, inspection tags, permit notices, business cards, and incidental clerical staff services. One soft-bound copy of all adopted codes will be available for shared use at the Kuna City Hall. To the extent that Contractor needs or desires additional supplies or services that are not provided by City under this Agreement, such supplies or services shall be provided at the sole cost and expense of the Contractor.

III. GENERAL PROVISIONS.

A. **Term**. This Agreement shall become effective upon execution by both parties, and shall expire on April 1, 2020, unless sooner terminated as provided below. Time is of the essence in Contractor's performance of each and every obligation under this Agreement. This Agreement term may be extended by separate written addendum, duly executed by both parties.

B. **Non-Appropriation of Funds**. This Agreement shall in no way or manner be construed so as to bind or obligate City beyond the term of any particular appropriation of funds by Kuna City Council. The City reserves the right to terminate the Agreement if the Kuna City Council fails, neglects, or refuses to appropriate sufficient funds as may be required for City to continue its required performance under this Agreement. If City Council fails to appropriate funds for this Agreement for any fiscal year then this Agreement will terminate automatically, with no consequence to the City, on the last day of the last fiscal year of appropriated funds.

C. **Revenue Allocation**. Contractor shall be entitled to the following shares of mechanical permit fee revenues collected by City:

1. Sixty percent (60%) of the mechanical permit fees collected.
2. Existing Projects can be inspected at forty dollars ($40.00) per inspection.

D. **Hourly Rate**. For duties and functions expressly enumerated hereunder as billed hourly, or other duties not expressly enumerated hereunder, and only upon prior written approval by the City, Contractor may charge City an hourly rate of no more than $50.00 per hour. City shall not be obligated to pay Contractor an hourly rate for any service provided without City's prior written approval.

E. **Payment**. Fees pertaining to services provided under this Agreement shall be collected by City. City shall remit Contractor's share of permit revenues collected by the City in accordance with *Exhibit B, Payment Schedule,* no later than the tenth (10th) day of the month following attainment of the specified Milestone. City shall maintain an accounting of all permit fees and shall provide to Contractor a full accounting therefore upon request.

F. **Liquidated Damages**. Contractor shall be liable to the City for any delay beyond the time periods specified in this agreement, in the amount of two hundred fifty dollars ($250.00) for each calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

G. **Records**. All records, including those of costs, reimbursable expenses, and payments shall be kept to generally recognized accounting methods and standards and shall be available to the other Party at all times.

H. **Transition Into and Out of Agreement Term.**

1. Payment Due Contractor. It is acknowledged by the parties that the City collects permit fees when permits are issued. Contractor shall be entitled only to Contractor's allocated share of permit revenues for inspections provided during the term of this Agreement.

2. Transition Period Following Termination. In the event this Agreement is terminated, or is not renewed or extended, the parties agree that an interim period of transition may be necessary to assure adequate protection of the public and continuity of service to customers. Contractor agrees that, upon written request of City, Contractor shall provide such services as are requested by City, for a term of thirty (30) calendar days following termination of this agreement, or for such period as the parties may agree. During the period of transition, City shall compensate Contractor $50.00 per hour for each hour worked. To receive payment, Contractor shall submit to City a detailed invoice, including time records containing date, service provided, and time expended, recorded in 15-minute increments. City shall provide payment to Contractor within thirty (30) calendar days of receipt of invoice.

I. **Independent Contractor**. Contractor is not an officer or employee of the City. Contractor is engaged as an independent contractor, and will be so deemed for all purposes, including the following:

1. Contractor shall be responsible for payment of any Federal or state taxes required as a result of this Agreement.

2. Contractor shall not be entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are: vacation, holiday, sick, or other leaves of pay; medical or dental insurance; or, retirement benefits.

3. Contractor is an independent contractor for purposes of the Idaho Workers' Compensation laws, and shall comply with all applicable Workers' Compensation insurance requirements.

4. Substantially all necessary tools, equipment, supplies and all other administrative support expenses will be furnished by Contractor, with the exception of the incidental items to be furnished by City as set forth herein.

5. Contractor will not be eligible for any Federal Social Security, State Workman's Compensation or unemployment insurance payment from the City or charged to City's account.

J. **Notice**. Communication between the City-Contractor Liaison and Contractor regarding day-to-day and administrative matters shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed respectively as follows:

City of Kuna	RIMI, Inc
751 W 4th Street	12160 W New Hope
Kuna, Idaho 83634	Star, ID 83669

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

K. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of both Parties.

L. **Best Interest of City or Contractor**. City may terminate this Agreement by providing sixty (60) calendar days written notice to the other party if, at any time, for any reason, City determines that termination of the Agreement is in the best interest of City. Contractor may terminate this Agreement by providing sixty (60) calendar days written notice to the other party if, at any time, for any reason, Contractor determines that termination of the Agreement is in the best interest of Contractor. In the event of termination, the non-terminating party shall be entitled to compensation for the services performed per the provisions outlined above up to the effective date of termination.

M. **Changed Conditions**. City may terminate or modify this Agreement, in whole or in part, effective immediately upon delivery of written notice to Contractor, or at such later date as may be established by City under the following conditions:

1. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
2. If any professional license, insurance, bond or certificate required by law, regulation or this Agreement to be held by Contractor to provide the services required by this Agreement, is for any reason denied, revoked, suspended, or not renewed;
3. If City has evidence that Contractor in the course of its duties herein has endangered or is endangering the health and safety of clients, residents, staff or the public;
4. Falsification of records by Contractor;
5. Failure of Contractor to comply with the provisions of this Agreement or any applicable Federal, state or local laws and rules.
6. If Contractor or its agents engage in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement;
7. If justified, documented complaints are made against Contractor or its agents for failure to provide services as specified herein or failure to perform duties in a courteous and professional manner;
8. If Contractor fails to perform any of the provisions of this Agreement, or fails to perform work under this Agreement in accordance with its terms, and after receipt of written notice from City fails to correct such failures within fourteen (14) calendar days or other period as specified; or
9. If the City Council determines that immediate termination of the Agreement is in the best interests of the City, including but not limited to a determination by the City Council that the obligations under this agreement would violate Article VIII, Section 3 of the Idaho Constitution as a result of the City's failure, neglect, or refusal to appropriate sufficient funds as may be required for City to continue to perform its obligations under this agreement.

N. **Time of the Essence**. Time is of the essence in Contractor's performance of each and every obligation and duty under this Agreement.

O. **Nonwaiver**. A waiver of any right, remedy or provision provided in this Agreement or by law shall not constitute a waiver of any other rights, remedies or provisions, whether or not similar, nor shall any waiver in one instance constitute a waiver in any other instance or constitute a continuing waiver. The rights and remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. City shall not be required to reinstate any provisions of this Agreement following a waiver for the provision to be effective in any other instance.

P. **Indemnity**. Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees while on City's premises or while fulfilling Contractor's obligations under this Agreement, except for liability arising out of concurrent or sole negligence of City or City's officers, agents, or employees. Contractor shall indemnify, defend, save, and hold harmless the City and any and all of City's officers, agents, or employees from any and all losses, claims, suits, actions, or judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and/or business invitees as a result of or arising out of the work performed under this Agreement and arising from the sole or joint negligence of Contractor.

Q. **Independent Contractor**. In all matters pertaining to this Agreement, Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor shall be deemed an employee of City. Except as expressly granted herein, Contractor shall have no authority or responsibility to exercise any rights or power vested in City. The selection and designation of the personnel of City in the performance of this agreement shall be made by City.

R. **Assignment**. The Contractor may not subcontract, assign, or transfer any right or duty arising hereunder without the prior written consent of the City. Any subcontractor, transferee, or assignee shall be bound by all of the terms and conditions of this Agreement. City may withhold its consent to assignment, succession or other transfer of Contractor's rights and responsibilities under this Agreement, when City, in its reasonable discretion, determines that the proposed transaction would not serve the best interest of the City of Kuna. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

S. **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

T. **Entire Agreement; Modification**. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.

U. **Nondiscrimination**. Contractor agrees that it shall not discriminate against any person in the performance of this Agreement, on the grounds of race, gender, religion, national origin, sexual orientation, marital status, disability, or age.

V. **Survival**. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

W. **Attorney Fees**. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

X. **Governing Law; Venue**. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding between the City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively with the Fourth Judicial District Court of Ada County for the State of Idaho. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted exclusively within the United States District Court for Idaho.

Y. **Exhibits**. All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

Z. **City Council Approval Required**. This Agreement shall not become effective or binding until approved by the Kuna City Council.

IN WITNESS WHEREOF, the parties cause this agreement to be executed as of the day and year first above;

RIMI, INC.:

_____
Terry Medley, Owner

CITY OF KUNA:

_____
Joe L. Stear, Mayor

Attest:

_____
Chris Engels, City Clerk

EXHIBIT A

SCOPE OF SERVICES

Overview: Contractor shall perform comprehensive commercial plan reviews prior to permit issuance and detailed mechanical inspections for any and all building projects in the City of Kuna. These plan reviews and inspections are to ensure compliance with all current codified or ordained codes of the City. Contractor shall provide notices to the permit holder and the City of any violation; and order correction of any such violation.

I. SERVICES PROVIDED BY CONTRACTOR.

A. **Plan Review.** Contractor shall be responsible for performing comprehensive commercial plan reviews, prior to permit issuance for any and all building projects in the City of Kuna. Plan review shall be performed before permits are issued. Contractor shall ensure that the approved plans are on-site prior to performing mechanical inspections.

B. **Field Inspections.** Contractor shall perform field inspections to verify and incorporate the requirements of plan review. Each and every field inspection shall be performed between 8:00 a.m. and 5:00 p.m. on City business days and scheduled in compliance with Section I.2.a).(2). Inspection requests are received as "AM" or "PM" (morning or afternoon) requests. Whenever possible, Contractor shall perform all AM requests between 8:00 a.m. and 12:00 p.m. (noon), and shall perform all PM requests between 1:00 p.m. and 5:00 p.m. Where it is or becomes impossible to honor AM/PM requests, Contractor shall notify the requestor immediately.

C. **Certification of Project Value.** Contractor shall review and approve submitted Certificates of Valuation for all projects to ensure accurate valuation. If project scope change occurs, Contractor shall notify the City-Contractor Liaison so that proper adjustments in submittals and valuations are achieved.

D. **Permit Tracking.** Contractor shall provide data regarding the status of tasks related to services provided hereunder to be inputted into a tracking database, including, but not limited to, plan review, plan review comments, field inspections and re-inspections, inspection notes, pass/fail status, and final inspection status. Contractor shall also conduct research as needed for archived information. Contractor shall specify regular or double inspection fees as required. Data for every mechanical inspection shall immediately be entered following the completion of the inspection.

E. **Administrative Tasks.** Contractor shall be available to take phone calls, respond to voice mail and e-mail messages, answer questions, and attend meetings upon request of, as needed, or as scheduled by City. Contractor shall respond to voice mail and e-mail messages within one (1) business day.

F. **Code Amendments and Technological Advancement.** Contractor shall monitor legislation and technical developments that may affect the building industry. This may include, but shall not be limited to, attending meetings, conferences, workshops, and training sessions to become and remain current on principles, practices, and new developments. Contractor shall be responsible for all associated costs.

G. **Code Compliance.** Contractor shall assist City in enforcing appropriate ordinances, including ordinances related to land use, building sites, and building uses. Contractor shall report to the City of Kuna City any observed violations of City Code of which Contractor has knowledge, as well as the current International Building Codes adopted by City. Contractor shall collaborate with City personnel on the investigation and enforcement of civil and/or criminal penalties for uncorrected violations.

H. **Expired Permits**. Contractor shall be responsible for monitoring permit holders' progress toward final inspection, Certificate of Occupancy, or administrative closure. For permits that have expired, Contractor shall communicate with the Building Official to re-instate, re-issue, or extend the expired permit. Contractor shall coordinate with the City on any expired permits that can be administratively closed. By the last day of each month, Contractor shall provide a written report to the City on all outstanding expired or outdated mechanical permits, on the form required by the City.

I. **Process and Performance Standards.** Contractor shall provide services in accordance with the following process and performance standards:

1. Mechanical Plan Review

a) Commercial Projects

(1) Contractor shall complete plan review no more than ten (10) calendar days after receipt of complete application for all commercial applications.

(2) Contractor shall provide mechanical plan review comments, redlines, re-submittal requests and other correspondence via email to design professional of record and to City, and shall archive same in the manner and in the location specified by City.

(3) City staff shall install the initial electronic plan files into the city database for all projects requiring mechanical plan review. Contractor shall be responsible to install all resubmitted plan files and documents in the same city database. Contractor shall also be responsible to incorporate resubmitted hard copies into plan set(s) issued for construction.

(4) Contractor shall perform plan review for compliance of the mechanical systems and equipment on all commercial projects.

b) Tenant Improvement Projects

(1) Contractor shall perform plan review for tenant improvement projects when deemed necessary by the city.

(2) Contractor shall complete plan review no more than seven (7) calendar days after receipt of complete application, except when determined by the City, Contractor shall complete "Fast Track Tenant Improvement" projects no more than three (3) calendar days after receipt of complete application. City will notify Contractor of "Fast Track Tenant Improvement" projects through notification in the City's computerized permit tracking program.

(3) Contractor shall provide plan review comments, redlines, re-submittal requests and other correspondence via email to all design professionals of record and to City, and shall archive same in the manner and in the location specified by City.

(4) City staff shall install the initial electronic plan files into the city database for all projects requiring building plan review. Contractor shall be responsible to install all resubmitted plan files and documents in the same city database. Contractor shall also be responsible to incorporate resubmitted hard copies into plan set(s) issued for construction.

2. Mechanical Inspections

a) Commercial Projects

(1) Contractor shall perform all mechanical and inspections for commercial projects, from initial inspection through final inspection. City shall provide all pass/fail inspection tags, and notices for Contractor use.

(2) Inspection requests received before 4:00 p.m. the previous day shall be performed on the next business day. Inspection requests received after 4:00 p.m. shall be performed on the next business day following the day it was received. If the request is received on a non-business day, the inspection shall be performed the next business day.

(3) Contractor shall sign off for final mechanical inspection for Certificate of Occupancy, Temporary Certificates of Occupancy, and Letters of Substantial Completion. As appropriate, Contractor shall provide notices of violations of applicable standards to permit holders.

(4) Contractor shall input all mechanical inspection information into the City's software immediately following the inspection. This shall include, but not be limited to specific information related to inspection, correction notices, and re-inspection.

(5) Contractor shall perform as many inspections as necessary on any permit. Contractor may assess re-inspection fees, per the adopted fee schedule, if items from a previous correction notice are not corrected when a new inspection is requested.

II. SERVICE LEVEL EXPECTATIONS.

A. **Professionalism.** When performing services under this Agreement, Contractor shall be professional in demeanor and in conduct, and to that end shall at all times:

1. Display a City-issued photo identification badge.
2. Provide a City-issued business card during field inspections, as appropriate.
3. Dress professionally. While performing services for the City of Kuna, the Contractor, its subcontractors, if any, and all employers working under this contract shall not advertise on clothing or vehicles (logos, graphics, etc.) any business other than RIMI, Inc.
4. Wear appropriate clothing and safety gear to protect from personal injury.

B. **CARE Principles.** City expects all contract personnel, including Contractor, to in good faith and to the extent reasonably required perform services in accordance with the City's four organizational values and corresponding behaviors, identified by the City as significant and vital to the success of the City as a whole: **C**ustomer **S**ervice, **A**ccountability, **R**espect, and **E**xcellence.

1. **Customer Service:** Contractor is asked to respond to customers in a genuine, positive, and timely manner; presenting a polite and approachable persona; maintaining composure under difficult circumstances; sharing information regarding the customer's concerns; and following up with customers.
2. **Accountability:** Contractor acknowledges that each of us is responsible for our own work, choices, and actions. Contractor personnel are asked to be responsible for their actions; actively participate as a team member; make legal and ethical decisions; and

provide accurate and current information regarding expectations, priorities, and accomplishments.

3. **Respect:** Contractor personnel are asked to be trustworthy and courteous; acknowledge and accept people with diverse opinions and backgrounds; treat all customers and co-workers fairly, equally, and as you would want to be treated; and avoiding gossip or passing information of a confidential or private nature.

4. **Excellence:** Contractor personnel are asked to be professional, flexible, and adaptable to community needs; to increase efficiency as well as effectiveness by looking for ways to improve processes; and to provide feedback regarding processes or proposed changes.

EXHIBIT B

PAYMENT SCHEDULE

PAYMENT SCHEDULE - MECHANICAL PLAN REVIEW AND INSPECTIONS		
Milestone Permit Issuance	Milestone Final Inspection Completion	Milestone Sign off on Issuance of Certificate of Occupancy
50% of Contractors Fees as identified in Section III(C)	30% of Contractors Fees as identified in Section III(C)	20% of Contractor's Fees as identified in Section III(C)

RESOLUTION NO. R30-2019
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES, ASSIGNMENT OF PUBLIC UTILITY RIGHTS TO CONSENT TO USE AGREEMENT AND GRANTEE ACCEPTANCE FROM SDN, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor is authorized to execute the DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES, ASSIGNMENT OF PUBLIC UTILITY RIGHTS TO CONSENT TO USE AGREEMENT AND GRANTEE ACCEPTANCE from SDN, LLC, attached hereto as EXHIBIT A.

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of April, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of April, 2019.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

After recording, return to:

Chris Engels, City Clerk
City of Kuna
751 W. 4th Street
P.O. Box 13
Kuna, Idaho 83634

Above space for recording

**DEED OF PUBLIC UTILITIES EASEMENT,
GRANT AND CONVEYANCE OF UTILITY PIPELINES,
ASSIGNMENT OF PUBLIC UTILITY RIGHTS TO CONSENT TO USE AGREEMENT,
and GRANTEE ACCEPTANCE**

PARTIES:

SDN, LLC, an Idaho limited liability company	*Grantor*	P.O. Box 1939 Eagle, ID 83616
City of Kuna, an Idaho municipal corporation	*Grantee*	P.O. Box 13 Kuna, Idaho 83634

This DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES, ASSIGNMENT OF UTILITY RIGHTS TO CONSENT TO USE AGREEMENT, and GRANTEE ACCEPTANCE made, effective as of the date of the Parties' signatures hereon, by and between SDN, LLC, an Idaho limited liability company, Grantor (hereinafter referred to as "Grantor"), whose address is P.O. Box 1939, Eagle, ID 83616, and the CITY OF KUNA, an Idaho municipal corporation, Grantee (hereinafter referred to as "Grantee"), whose address is P.O. Box 13, Kuna, Idaho 83634.

SECTION I
DEFINITIONS

For all purposes of this *Deed of Public Utilities Easement, Grant and Conveyance of Utility Pipelines, Assignment of Utility Rights to Consent to Use Agreement, and Grantee Acceptance*,

the following terms in **bold** shall have the meaning herein provided unless the context of the term clearly requires otherwise as follows:

1.1 **Consent to Use Agreement:** Means and refers to that certain Consent to Use by and between the United States of America by and through the Bureau of Reclamation, Department of Interior and the Grantor [therein as "Consentee"] contract No. 7-07-11-L3975 dated February 12, 2018.

1.2 **Deed of Easement**: means and refers to this *Deed of Public Utilities Easement, Grant and Conveyance of Utility Pipelines, Assignment of Utilities Rights to Consent to Use Agreement, and Grantee Acceptance*.

1.3 **Grantee:** means and refers to CITY OF KUNA, an Idaho municipal corporation, whose address is P.O. Box 13, Kuna, Idaho 83634, and Grantee Party to this Deed of Easement.

1.4 **Grantor:** means and refers to SDN, LLC, an Idaho limited liability company, whose address is P.O Box 1939, Eagle, ID 83616, and Grantor Party to this Deed of Easement.

1.5 **Parties:** means and refers to the Grantor and the Grantee to this Deed of Easement.

1.6 **Public Utility Easement:** means and refers to a perpetual easement within the Real Property for access, construction, maintenance, operation and replacement of the Utility Pipelines and Grantee's municipal utilities, including potable water pipelines, pressure irrigation pipelines and sewer pipelines together with the right of ingress and egress on the Real Property for the purpose of constructing, operating, and maintaining potable water pipelines, pressure irrigation pipelines and sewer pipelines and the necessary appurtenances thereto.

1.7 **Real Property:** means that certain real property more particularly described in Exhibit A attached hereto and by this reference incorporated herein as if set forth at length.

1.8 **Utility Pipelines:** Means and refers to an 8 inch PVC potable water pipeline in 14 inch steel sleeve, an 8 inch PVC pressure irrigation pipeline in 14 inch steel sleeve in 2 locations, and an 8 inch HDPE sewer pipeline in 24 inch steel sleeve as have been constructed and installed within the Real Property and with a concrete box culvert with headwall and wingwall, bridge and roadway with curb, gutter, sidewalk and handrails, and joint utility sleeves as identified, set forth and referenced in the Consent to Use Agreement.

SECTION II
RECITALS

The parties recite and declare:

2.1 Grantor is the owner of the Real Property and the Utility Pipelines and holds the Consentee

rights to the Consent to Use Agreement; and

2.2 The Grantee has the authority and the right to acquire easement rights and constructed and installed Utility Pipelines for its public utility systems inclusive of potable water, irrigation water and sewer; and

2.3 The Grantor is in the process of subdividing real property which will be served by the Utility Pipelines; and

2.4 The Utility Pipelines have been installed and constructed [to Grantee standards] not within the subdividing real property, but within the Real Property; and

2.5 The Utility Pipelines are herein granted and conveyed by the Grantor to the Grantee for perpetual ownership and maintenance for public utility services inclusive of the subdividing real property; and

2.6 It is necessary that the Grantor grant and convey the Public Utility Easement, the Utility Pipelines and assign their Utility Pipelines Consent to Use Agreement rights to the Grantee for the Grantee's acceptance in order for and in consideration of the City accepting the Utility Pipelines for perpetual ownership, use and maintenance in order to provide public utilities services to the subdividing real property; and

2.7 The Grantor is willing to grant and convey and assign to the Grantee and the Grantee is willing to accept the Utility Pipelines, the Public Utility Easement and the Utility Pipelines Consentee rights to the Consent to Use Agreement subject to the conditions as stated herein in this Deed of Easement.

In consideration of the mutual covenants contained in this Deed of Easement, the Parties agree as follows:

SECTION III
GRANT OF PUBLIC UTILITY EASEMENT and UTILITY PIPELINES

3.1 Grantor does hereby grant, convey and release unto the Grantee, and or its assigns as hereinafter provided for, from the effective date hereof, the Public Utility Easement and the Utility Pipelines; and

3.2 Grantor does hereby assign and transfer to Grantee all of its Utility Pipelines Consentee rights to the Consent to Use Agreement.

SECTION IV
PUBLIC UTILITY EASEMENT CONDITIONS

4.1 The Public Utility Easement is granted and conveyed subject to the following conditions:

4.1.1 The Public Utility Easement is reserved for the utility purposes herein set forth and no structures other than those for utility purposes are to be erected within the limits of said Public Utility Easement.

4.1.2 The Parties recognize that the Public Utility Easement may have other utilities and right-of-way placed within the Public Utility Easement at locations which do not unreasonably interfere with the Grantee's use and enjoyment of the Public Utility Easement and which shall be reviewed for approval by the Grantee as part of a platting process.

4.1.3 The Grantee, or its assigns, shall have the right at any time to access said improvements to perform any necessary maintenance, repair or replacement, and to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of Grantees utilities within the Public Utility Easement.

4.1.4 In exercising the Public Utility Easement rights granted and conveyed herein, the Grantee, or its assigns, will not unreasonably interfere with the normal use of the real property within which it lies and will, at its sole cost and expense and with due diligence, restore the real property within which it lies to its original or better condition following any use of the Public Utility Easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

SECTION V
ASSIGNMENT OF CONSENTEE UTILITY PIPELINES RIGHTS TO CONSENT TO USE AGREEMENT CONDITIONS

5.1 The Grantor's Utility Pipelines rights as Consentee to the Consent to Use Agreement are herein transferred and assigned to the Grantee subject to the following terms and conditions:

5.1.1 The Grantor will defend and hold harmless the Grantee from any and all claims, causes of action by the United States of America by and through the Bureau of Reclamation, Department of Interior and will assert and defend this to be a valid and complete transfer and assignment of the Grantor's Utility Pipelines rights as Consentee to the Grantee to the Consent to Use Agreement.

5.1.2 The Grantee will abide by the terms and conditions of the Consent to Use Agreement as it appertains to this assigned Consentee's Utility Pipelines rights.

SECTION VI
ACCEPTANCE OF GRANT OF PUBLIC UTILITY EASEMENT, UTILITY PIPELINES AND ASSIGNMENT OF UTILTY CONSENTEE RIGHTS TO CONSENT TO USE AGREEMENT

6.1 The Grantee does hereby accept the grant and conveyance from the Grantor of the Public Utility Easement, Utility Pipelines, and Assignment of Utility Pipelines Consentee rights to Consent to Use Agreement, subject to the terms and conditions of this Deed of Easement.

SECTION VII
PUBLIC UTILITY EASEMENT SUBJECT TO LAW OF VACATION

7.1 Any transfer by the Grantee of this grant and conveyance of this Public Utility Easement is subject to the laws of the state of Idaho governing the vacation of city easements currently codified at Idaho Code Section 50-1325.

IN WITNESS WHEREOF, this Deed Easement has been executed on the _____ day of _____, 2019, with the intent that it shall be recorded in the office of the recorder of the County of Ada, state of Idaho.

Grantor:
SDN, LLC

By:_____
Donald G. Newell, *Managing Member*

Grantee:
CITY OF KUNA

By:_____
Joe L. Stear, *Mayor*

Attest:

_____
Chris Engels, *City Clerk*

STATE OF IDAHO)
: ss.
County of Ada)

On this ____ day of _____, in the year of 2019, before me a notary public for the State of Idaho, personally appeared DONALD G. NEWELL, known or identified to me to be the Managing Member of SDN, LLC, and acknowledged to me that such limited liability company executed the same.

_____
Notary Public for Idaho
(SEAL) My Commission Expires: _____

STATE OF IDAHO)
: ss.
County of Ada)

On this ____ day of _____, in the year of 2019, before me a notary public for the State of Idaho, personally appeared JOE L. STEAR and CHRIS ENGELS, known or identified to me to be the persons whose names are subscribed to the within instrument as Mayor and as City Clerk of the City of Kuna, and acknowledged to me that they executed the same as Mayor and as City Clerk of the City of Kuna.

_____
Notary Public for Idaho
(SEAL) My Commission Expires: _____

km ENGINEERING
9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

April 9, 2019
Ashton Estates
Project No. 16-083
City of Kuna Irrigation Easement
Legal Description

Exhibit A

A parcel of land for a City of Kuna Irrigation Easement over a portion of Lot 1, Block 1 of Ashton Estates Subdivision No. 1, situated in a portion of Government Lot 1 of Section 19, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho and being more particularly described as follows:

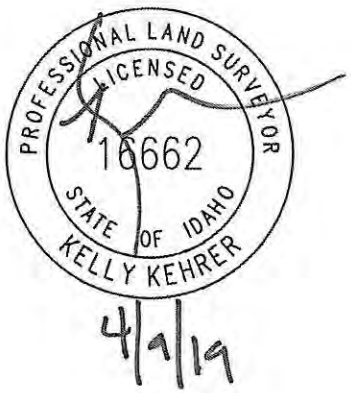
Commencing at a found aluminum cap marking the Northwest corner of said Section 19, which bears N00°46'08"E a distance of 2,649.32 feet from a found aluminum cap marking the West 1/4 corner of said Section 19, thence following the westerly line of said Government Lot 1, S00°46'08"W a distance of 102.00 feet;
Thence leaving said westerly line, S89°13'52"E a distance of 100.00 feet to the **POINT OF BEGINNING.**

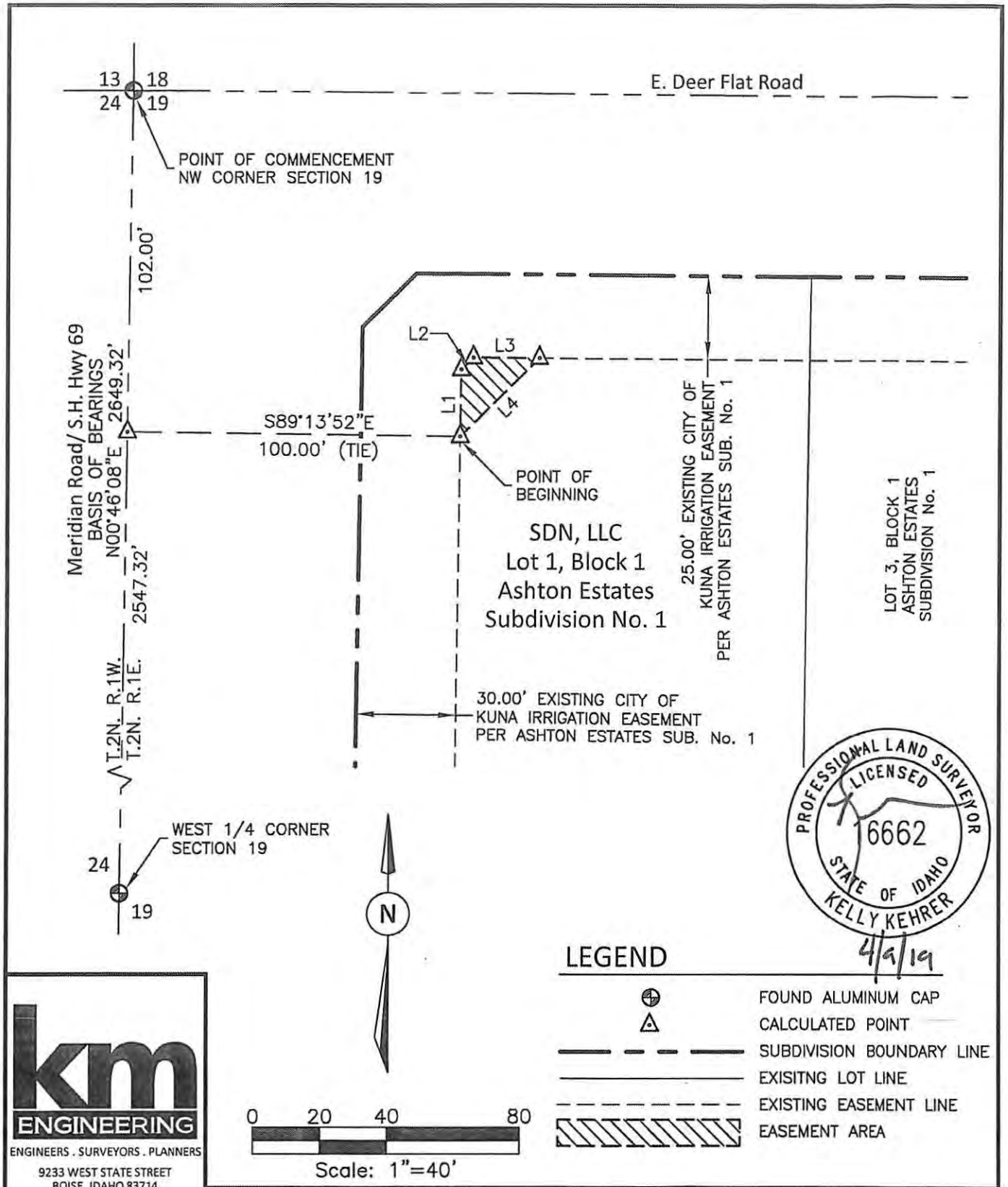
Thence N00°46'08"E a distance of 20.07 feet;
Thence N45°35'14"E a distance of 5.05 feet;
Thence S89°35'35"E a distance of 20.07 feet;
Thence S45°35'14"W a distance of 33.52 feet to the **POINT OF BEGINNING.**

Said parcel contains 273 Sq. Ft. (0.006 acres) more or less.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.

All subdivisions, deeds, record of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.





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

DATE:	4/9/2019
PROJECT:	16-083
SHEET:	1 OF 2

Exhibit B
City of Kuna Irrigation Easement

A portion of Lot 1, Block 1, Ashton Estates Subdivision No. 1, situated in Government Lot 1, Section 19, T.2N., R.1E., B.M., City of Kuna, Ada County, Idaho

P:\16-083\CAD\SURVEY\EXHIBITS\16-083 ADDITIONAL CITY IRRIGATION EASEMENT.DWG, ALEX GREEN, 4/9/2019, KYOCERA TASKALFA 2550CI SURVEY.PC3, ---

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.07	N0°46'08"E
L2	5.05	N45°35'14"E
L3	20.07	S89°35'35"E
L4	33.52	S45°35'14"W

PROFESSIONAL LAND SURVEYOR
LICENSED
16662
STATE OF IDAHO
KELLY KEHRER
4/9/19

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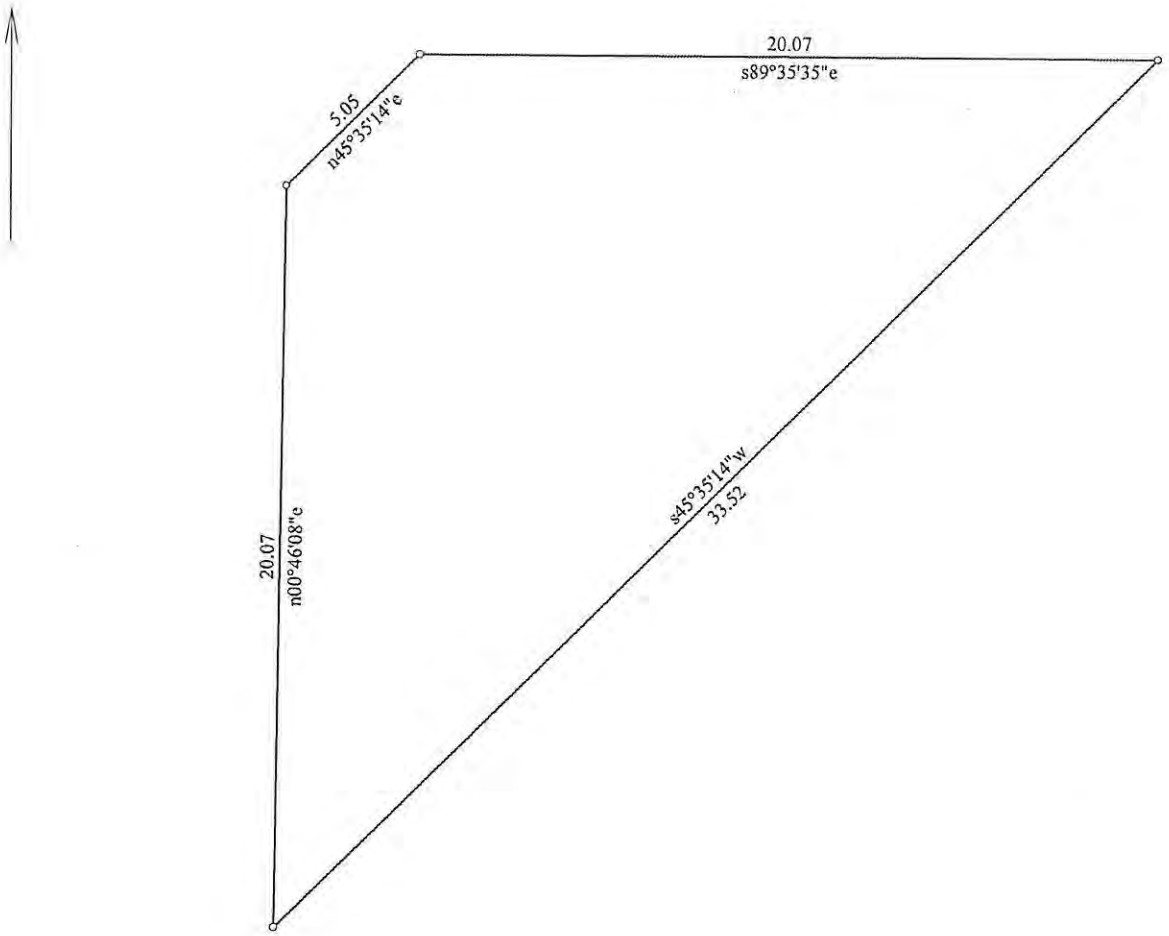
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

DATE: 4/9/2019
PROJECT: 16-083
SHEET: 2 OF 2

Exhibit B
City of Kuna Irrigation Easement

A portion of Lot 1, Block 1, Ashton Estates Subdivision No. 1, situated in Government Lot 1, Section 19, T.2N., R.1E., B.M., City of Kuna, Ada County, Idaho

P:\16-083\CAD\SURVEY\EXHIBITS\16-083 ADDITIONAL CITY IRRIGATION EASEMENT.DWG, ALEX GREEN, 4/9/2019, KYOCERA TASKALFA 2550CI SURVEY.PC3, ---



Title: City of Kuna Irrigation Easement		Date: 04-09-2019
Scale: 1 inch = 5 feet	File:	

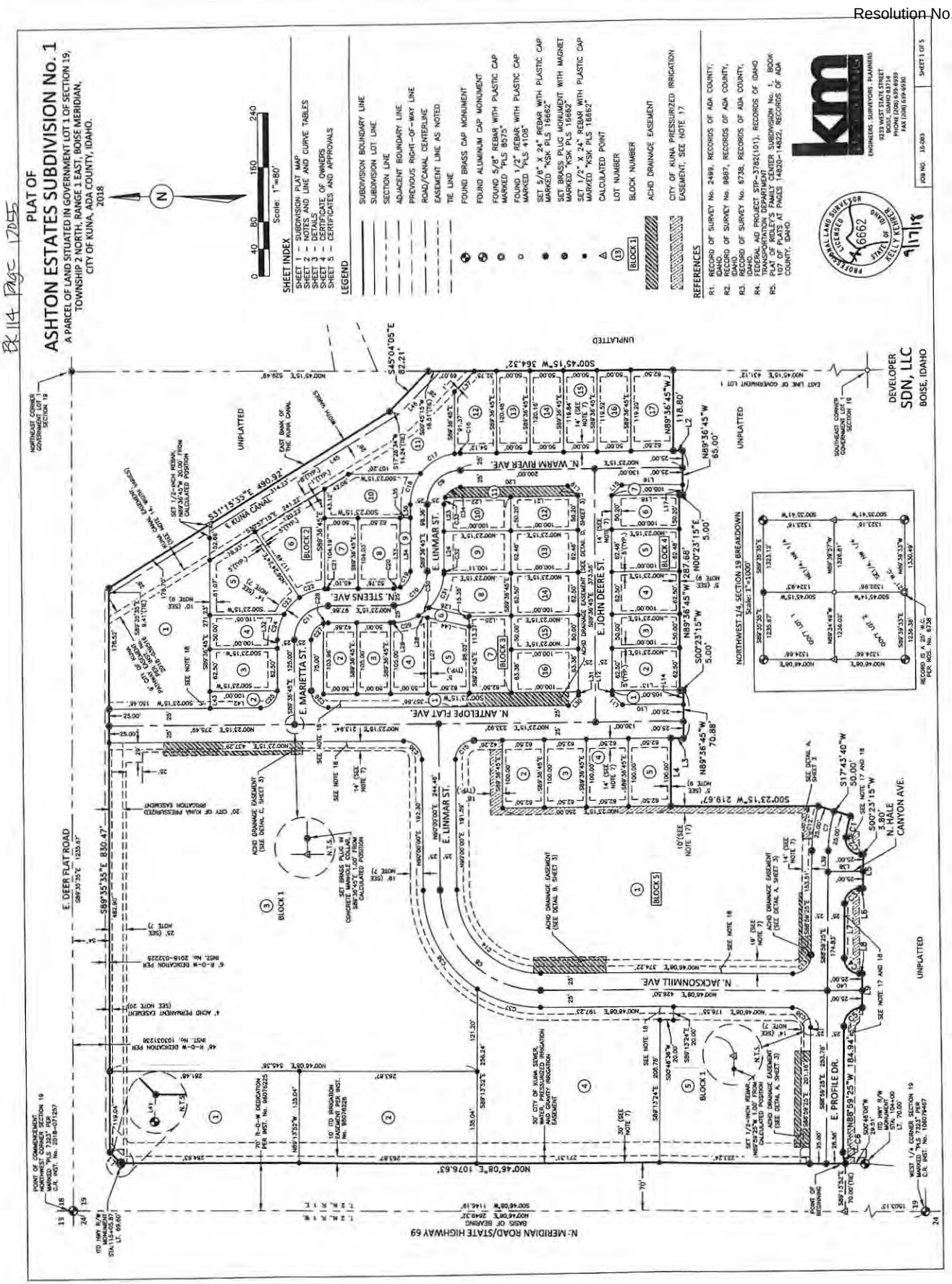
Tract 1: 0.006 Acres: 273 Sq Feet: Closure = s52.4036w 0.00 Feet: Precision =1/28150: Perimeter = 79 Feet

001=n00.4608e 20.07	003=s89.3535e 20.07
002=n45.3514e 5.05	004=s45.3514w 33.52

BK 114 PAGE 12055

PLAT OF
ASHTON ESTATES SUBDIVISION No. 1

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 1 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.
2018



BK 114 PAGE 17056

PLAT OF
ASHTON ESTATES SUBDIVISION No. 1

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	175.00'	32.06'	10°29'45"	N77°18'56"W	32.01'
C2	22.50'	38.11'	97°02'57"	S48°54'43"W	33.72'
C3	22.50'	35.10'	89°22'40"	N44°18'05"W	31.65'
C4	22.50'	35.44'	90°14'27"	S45°53'22"W	31.89'
C5	27.50'	43.08'	89°45'33"	N44°06'38"W	38.81'
C6	39.50'	16.95'	24°35'20"	S78°42'55"W	16.82'
C7	200.00'	58.98'	16°53'49"	N80°32'30"W	58.77'
C8	150.00'	233.61'	89°13'52"	S45°23'04"W	210.70'
C9	50.00'	78.54'	90°00'00"	N44°36'45"W	70.71'
C10	50.00'	78.54'	90°00'00"	S44°36'45"E	70.71'
C11	50.00'	78.54'	90°00'00"	N44°36'45"W	70.71'
C12	225.00'	66.28'	16°52'37"	N80°33'06"W	66.04'
C13	27.50'	43.08'	89°45'33"	N44°06'38"W	38.81'
C14	125.00'	194.67'	89°13'52"	N45°23'04"E	175.59'
C15	27.50'	43.38'	90°23'15"	S44°48'22"E	39.02'
C16	75.00'	8.39'	6°24'43"	N2°49'06"W	8.39'
C17	75.00'	60.56'	46°15'55"	N29°09'25"W	58.93'
C18	75.00'	48.88'	37°19'23"	N70°57'04"W	48.00'
C19	25.00'	29.27'	67°04'27"	S56°04'32"E	27.62'
C20	25.00'	10.00'	22°55'33"	S11°04'32"E	9.94'
C21	75.00'	4.91'	3°44'52"	N1°29'11"W	4.90'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C22	75.00'	39.58'	30°13'59"	N16°28'36"W	39.12'
C23	75.00'	34.06'	26°01'09"	N46°36'11"W	33.77'
C24	75.00'	39.27'	30°00'00"	N74°36'45"W	38.82'
C25	25.00'	39.27'	90°00'00"	S44°36'45"E	35.36'
C26	25.00'	39.27'	90°00'00"	S45°23'15"W	35.36'
C27	25.00'	32.03'	73°24'13"	N52°54'39"W	29.88'
C28	25.00'	7.24'	16°35'47"	N7°54'39"W	7.22'
C29	75.00'	38.36'	29°18'29"	S14°15'59"E	37.95'
C30	75.00'	19.86'	15°10'28"	S36°30'28"E	19.81'
C31	75.00'	55.46'	42°22'01"	S65°16'43"E	54.20'
C32	75.00'	4.12'	3°09'02"	S88°02'14"E	4.12'
C33	25.00'	10.29'	23°34'41"	N77°49'24"W	10.22'
C34	25.00'	28.98'	66°25'19"	N32°49'24"W	27.39'
C35	27.50'	43.01'	89°36'45"	S45°11'38"W	38.76'
C36	175.00'	173.17'	56°41'50"	S61°39'05"W	166.15'
C37	175.00'	99.37'	32°32'02"	S17°02'09"W	98.04'
C38	27.50'	43.31'	90°14'27"	S45°53'22"W	38.97'
C39	27.50'	11.35'	23°38'26"	N77°10'12"W	11.27'
C40	125.00'	10.75'	4°55'33"	N3°13'55"E	10.74'
C41	225.00'	38.91'	9°54'33"	S77°04'04"E	38.86'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	22.70	N45°35'14"E
L2	13.38	S0°23'15"W
L3	18.81	N0°23'15"E
L4	100.00	N89°36'45"W
L5	50.00	N88°59'25"W
L6	5.24	N0°23'15"E
L7	80.15	N88°59'25"W
L8	4.58	S0°46'08"W
L9	50.00	N89°13'52"W
L10	90.00	S0°23'15"W
L11	21.21	N45°23'15"E
L12	5.88	S89°36'45"E
L13	100.00	N0°23'15"E
L14	20.88	S89°36'45"E
L15	21.21	S44°36'45"E
L16	90.00	N0°23'15"E
L17	15.00	S89°36'45"E
L18	100.00	N0°23'15"E
L19	21.21	S45°23'15"W
L20	160.00	N0°23'15"E
L21	100.00	N0°23'15"E
L22	97.91	N0°23'15"E
L23	40.20	N89°36'45"W
L24	58.36	N89°36'45"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L25	62.50	N0°23'15"E
L26	61.37	S12°43'31"W
L27	111.69	S89°38'45"E
L28	13.60	S12°43'31"W
L29	5.00	S0°23'15"W
L30	21.21	N44°36'45"W
L31	5.00	S89°36'45"E
L32	12.50	S89°36'45"E
L33	102.06	S89°36'45"E
L34	79.03	N89°36'45"W
L35	15.26	S0°23'15"W
L36	18.53	N89°38'45"W
L37	42.10	S44°39'18"E
L38	52.50	S0°23'15"W
L39	30.96	N88°59'25"W
L40	52.28	S0°46'08"W
L41	0.43	S87°28'08"E
L42	75.00	S0°23'15"W
L43	25.00	S89°36'45"E
L44	63.98	S12°43'31"W
L45	305.27	N30°57'15"W
L46	88.55	N44°39'18"W
L47	37.94	N89°36'34"W
L48	6.05	S0°23'26"W

NOTES

1. MINIMUM BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
3. IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
4. MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY. SUCH LOTS MUST REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS TO SAID IRRIGATION/DRAINAGE FACILITIES.
5. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
6. LOTS 1, 2 9 AND 11, BLOCK 2, LOTS 1 AND 11, BLOCK 3, LOTS 1 AND 7, BLOCK 4 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE ASHTON ESTATES HOMEOWNER'S ASSOCIATION, OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA IRRIGATION.
7. ALL LOT LINES COMMON TO THE PUBLIC RIGHTS-OF-WAY CONTAIN A 14.00 FOOT WIDE EASEMENT, UNLESS OTHERWISE DIMENSIONED, FOR PUBLIC UTILITIES, CITY OF KUNA IRRIGATION AND LOT DRAINAGE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
8. UNLESS OTHERWISE DIMENSIONED, ALL RESIDENTIAL INTERIOR LOT LINES CONTAIN A 5.00 FOOT EASEMENT, EACH SIDE, FOR PUBLIC UTILITIES, CITY OF KUNA IRRIGATION AND LOT DRAINAGE.
9. UNLESS OTHERWISE DIMENSIONED, ALL LOT LINES COMMON TO THE SUBDIVISION BOUNDARY AND ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA IRRIGATION AND LOT DRAINAGE.
10. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF KUNA.
11. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
12. THIS SUBDIVISION WILL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE.
13. LOT 6, BLOCK 3 IS A NON-BUILDABLE LOT EXCEPT AS A DRIVEWAY AND PUBLIC UTILITY/IRRIGATION CORRIDOR AND IS SUBJECT TO A BLANKET EASEMENT FOR A COMMON DRIVEWAY TO PROVIDE ACCESS TO LOTS 5 AND 7, BLOCK 3. LOT 6, BLOCK 3 SHALL BE OWNED AND MAINTAINED BY THE ASHTON ESTATES HOMEOWNER'S ASSOCIATION, OR ASSIGNS. LOT 6, BLOCK 3 IS SUBJECT TO A BLANKET PUBLIC UTILITY AND CITY OF KUNA IRRIGATION EASEMENT.
14. A PORTION OF LOTS 1 AND 11, BLOCK 2 AS SHOWN HEREON ARE SUBJECT TO AN EXISTING BOISE PROJECT BOARD OF CONTROL EASEMENT FOR OPERATION AND MAINTENANCE OF THE KUNA CANAL.
15. THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO A FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
16. ALL OF LOT 11, BLOCK 3, A PORTION OF LOTS 3 AND 5, BLOCK 1, A PORTION OF LOT 1, BLOCK 3 AND A PORTION OF LOT 1, BLOCK 5, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015, AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302, IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
17. CITY OF KUNA PRESSURIZED IRRIGATION EASEMENT PER INSTRUMENT No. 2018-039505, RECORDS OF ADA COUNTY, IDAHO.
18. ACHD PERMANENT EASEMENT PER INSTRUMENT No. 2018-016088, RECORDS OF ADA COUNTY, IDAHO.
19. THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 2018-028804, RECORDS OF ADA COUNTY, IDAHO.
20. ACHD PERMANENT EASEMENT PER INSTRUMENT No. 2018-031290, RECORDS OF ADA COUNTY, IDAHO.

PROFESSIONAL LAND SURVEYOR LICENSED 16662 STATE OF IDAHO KELLY KEHRER
7/30/18

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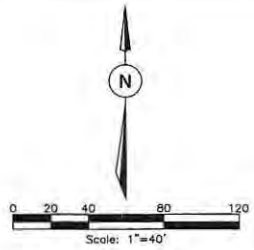
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

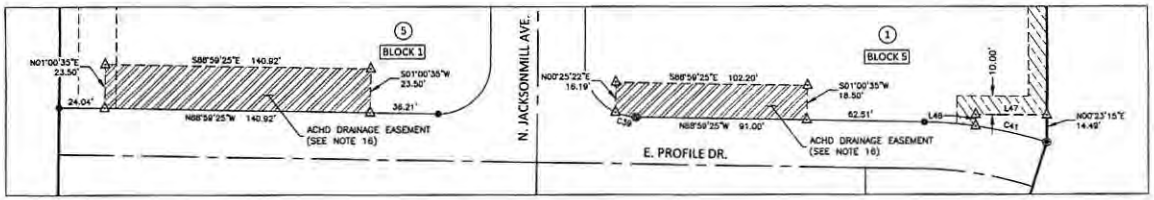
DEVELOPER
SDN, LLC
BOISE, IDAHO

JOB NO. 16-083	SHEET 2 OF 5

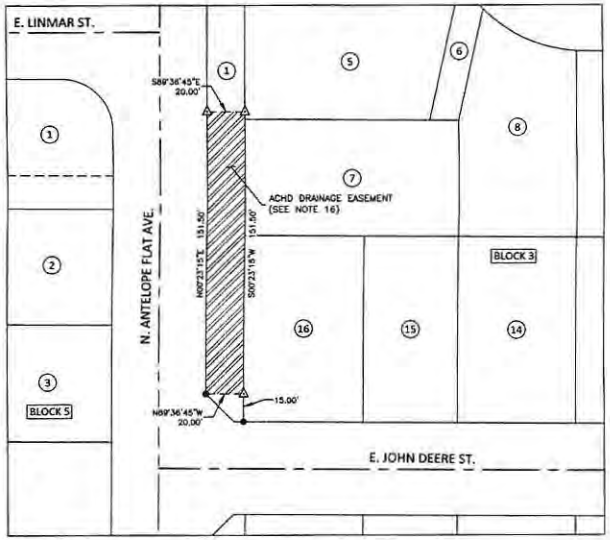
BK 114 PAGE 17057

PLAT OF
ASHTON ESTATES SUBDIVISION No. 1

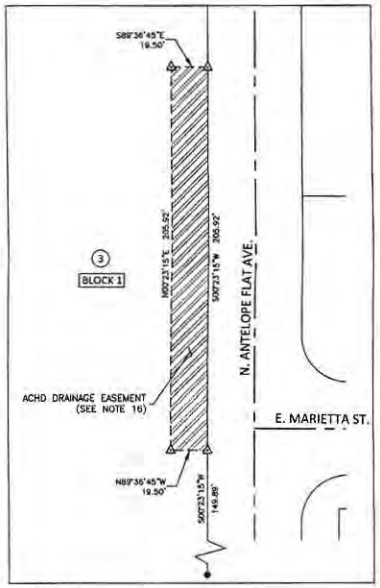




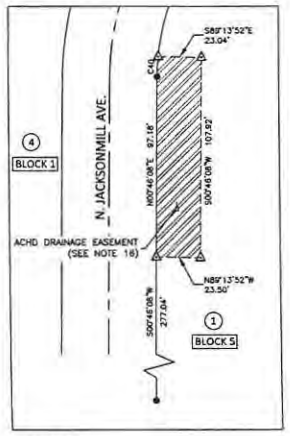
DETAIL A



DETAIL D



DETAIL C



DETAIL B

DEVELOPER
SDN, LLC
BOISE, IDAHO

PROFESSIONAL LAND SURVEYOR LICENSED 6662 STATE OF IDAHO KELLY KEHRER
9/11/19

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

JOB NO. 16-083 | SHEET 3 OF 5

BK 114 PAGE 17058

PLAT OF
ASHTON ESTATES SUBDIVISION No. 1

CERTIFICATE OF OWNERS

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

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

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 19, WHICH BEARS N00°46'08"E A DISTANCE OF 2,649.32 FEET FROM A FOUND ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 19, THENCE FOLLOWING THE WESTERLY LINE OF SAID GOVERNMENT LOT 1, S00°46'08"W A DISTANCE OF 1,146.19 FEET;
THENCE LEAVING SAID WESTERLY LINE, S89°13'52"E A DISTANCE OF 70.00 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH MERIDIAN ROAD/STATE HIGHWAY 69 AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
1. N00°46'08"E A DISTANCE OF 1,076.63 FEET TO A SET 5/8-INCH REBAR;
2. N45°35'14"E A DISTANCE OF 22.70 FEET TO A SET 5/8-INCH REBAR ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST DEER FLAT ROAD;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, S89°35'35"E A DISTANCE OF 830.47 FEET TO A SET 5/8-INCH REBAR ON THE EAST BANK OF THE KUNA CANAL;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND FOLLOWING THE EAST BANK OF SAID KUNA CANAL THE FOLLOWING TWO (2) COURSES:
1. S31°15'35"E A DISTANCE OF 490.92 FEET TO A SET 5/8-INCH REBAR;
2. S45°04'05"E A DISTANCE OF 82.21 FEET TO A SET 5/8-INCH REBAR ON THE EASTERLY LINE OF SAID GOVERNMENT LOT 1;

THENCE LEAVING THE EAST BANK OF SAID KUNA CANAL AND FOLLOWING THE EASTERLY LINE OF SAID GOVERNMENT LOT 1, S00°45'15"W A DISTANCE OF 364.32 FEET TO A SET 5/8-INCH REBAR;
THENCE LEAVING SAID EASTERLY LINE, N89°36'45"W A DISTANCE OF 118.80 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°23'15"W A DISTANCE OF 13.38 FEET TO A SET 5/8-INCH REBAR;
THENCE N89°36'45"W A DISTANCE OF 65.00 FEET TO A SET 5/8-INCH REBAR;
THENCE N00°23'15"E A DISTANCE OF 5.00 FEET TO A SET 5/8-INCH REBAR;
THENCE N89°36'45"W A DISTANCE OF 287.68 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°23'15"W A DISTANCE OF 5.00 FEET TO A SET 5/8-INCH REBAR;
THENCE N89°36'45"W A DISTANCE OF 70.88 FEET TO A SET 5/8-INCH REBAR;
THENCE N00°23'15"E A DISTANCE OF 18.81 FEET TO A SET 5/8-INCH REBAR;
THENCE N89°36'45"W A DISTANCE OF 100.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°23'15"W A DISTANCE OF 219.67 FEET TO A SET 5/8-INCH REBAR;
THENCE S17°43'40"W A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH REBAR;
THENCE 32.06 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A DELTA ANGLE OF 10°29'45", A CHORD BEARING OF N77°18'56"W AND A CHORD DISTANCE OF 32.01 FEET TO A SET 5/8-INCH REBAR;
THENCE 38.11 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.50 FEET, A DELTA ANGLE OF 97°02'57", A CHORD BEARING OF S48°54'43"W AND A CHORD DISTANCE OF 33.72 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°23'15"W A DISTANCE OF 3.80 FEET TO A SET 5/8-INCH REBAR;
THENCE N88°56'25"W A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH REBAR;
THENCE N00°23'15"E A DISTANCE OF 5.24 FEET TO A SET 5/8-INCH REBAR;
THENCE 35.10 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.50 FEET, A DELTA ANGLE OF 89°22'40", A CHORD BEARING OF N44°18'05"W AND A CHORD DISTANCE OF 31.65 FEET TO A SET 5/8-INCH REBAR;
THENCE N88°59'25"W A DISTANCE OF 80.15 FEET TO A SET 5/8-INCH REBAR;
THENCE 35.44 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.50 FEET, A DELTA ANGLE OF 90°14'27", A CHORD BEARING OF S45°53'22"W AND A CHORD DISTANCE OF 31.89 FEET TO A SET 5/8-INCH REBAR;
THENCE S00°46'08"W A DISTANCE OF 4.58 FEET TO A SET 5/8-INCH REBAR;
THENCE N89°13'52"W A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH REBAR;
THENCE 43.08 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 27.50 FEET, A DELTA ANGLE OF 89°45'33", A CHORD BEARING OF N44°06'38"W AND A CHORD DISTANCE OF 38.81 FEET TO A SET 5/8-INCH REBAR;
THENCE N88°59'25"W A DISTANCE OF 184.94 FEET TO A SET 5/8-INCH REBAR;
THENCE 16.95 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 39.50 FEET, A DELTA ANGLE OF 24°35'20", A CHORD BEARING OF S76°42'55"W AND A CHORD DISTANCE OF 16.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 23.812 ACRES, MORE OR LESS.

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

DONALD G NEWELL, MANAGER
SDN, LLC

ACKNOWLEDGMENT

STATE OF IDAHO }
} SS
COUNTY OF ADA }

ON THIS 24 DAY OF July, IN THE YEAR 2018 A.D., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DONALD G. NEWELL, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF SDN, LLC. AND THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY CORPORATION EXECUTED THE SAME.

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

NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Star, ID
MY COMMISSION EXPIRES 2-20-24

KIRSTI GRABO NOTARY PUBLIC STATE OF IDAHO

CERTIFICATE OF SURVEYOR

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

KELLY KEHRER, P.L.S. 16662

PROFESSIONAL LAND SURVEYOR LICENSED 16662 STATE OF IDAHO KELLY KEHRER

7/24/18

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

DEVELOPER
SDN, LLC
BOISE, IDAHO

JOB NO. 16-083 | SHEET 4 OF 5

BK 114 PAGE 17059

PLAT OF
ASHTON ESTATES SUBDIVISION No. 1

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 1st DAY OF May, 2018

PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF KUNA CITY ENGINEER

THIS PLAT IS ACCEPTED AND APPROVED THIS 12 DAY OF SEPT, AD 2018 BY THE CITY ENGINEER OF THE CITY OF KUNA, ADA COUNTY, IDAHO.

CITY ENGINEER 8722

APPROVAL OF CITY COUNCIL

I, Chris Engels, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT IN A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 21st DAY OF November, A.D. 2017 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

KUNA CITY CLERK

CERTIFICATE OF COUNTY SURVEYOR

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

COUNTY SURVEYOR
PLS# 13553

17 September 2018
DATE

HEALTH CERTIFICATE

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

HEALTH OFFICER REHS

4.4.18
DATE

CERTIFICATE OF ADA COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER
Signed by
Deputy Treasurer

9-17-18
DATE:

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } SS
ADA COUNTY }

I HEREBY CERTIFY THAT THIS PLAT OF ASHTON ESTATES SUBDIVISION No. 1 WAS FILED AT THE REQUEST OF KM Engineering AT 25 MINUTES PAST 10 O'CLOCK A.M., THIS 18th DAY OF Sept, 2018 A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK 114 OF PLATS AT PAGES 17055 THRU 17059

INSTRUMENT NUMBER 2018-088346

DEPUTY

FEE: $26.00

Christopher D. Rich
EX-OFFICIO RECORDER

DEVELOPER
SDN, LLC
BOISE, IDAHO

PROFESSIONAL LAND SURVEYOR LICENSED 16662 STATE OF IDAHO KELLY KEHRER
3/28/18

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

JOB NO. 16-083 | SHEET 5 OF 5

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

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

TitleOne
a title & escrow co.

Order Number: 16271583

WARRANTY DEED

For Value Received,

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

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

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

Except the Westerly 33 feet thereof.

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

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

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

Dated: 8.12.16

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

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

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

State of Idaho)
) ss.
County of Ada)

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

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

Danielle T. Paré
NOTARY PUBLIC for Idaho
My Commission Expires: 9/16/2019

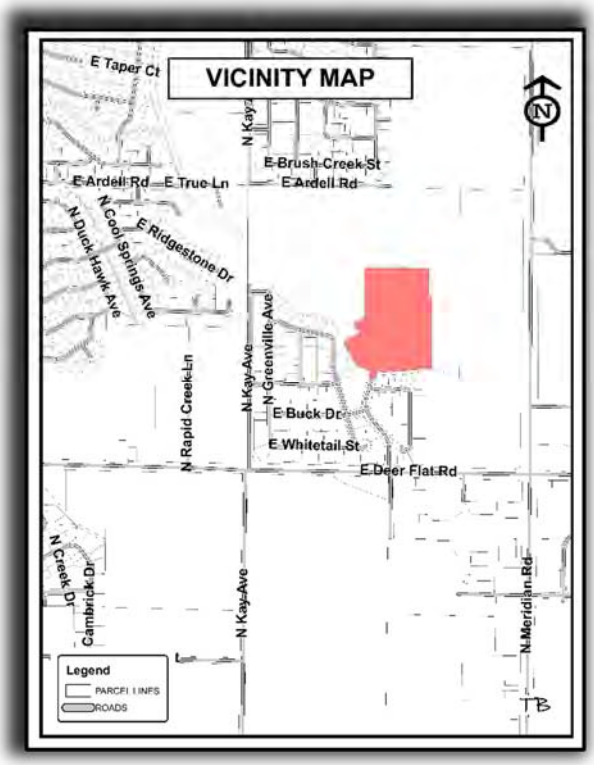
DANIELLE T. PARE
NOTARY
PUBLIC
STATE OF IDAHO

City of Kuna

City Council Memo

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

To:	**Kuna City Council**
Case Number:	18-21-FP (Final Plat) – Winfield Springs No. 3
Location:	E. Hubbard Rd., Kuna, ID 83634 (APN: S1313428150)
Planner:	Trpy Behunin, Planner III
Meeting Date:	April 16, 2019
Applicant/ Owner:	Toll ID, I LLC 3103 Sheryl Dr Meridian, ID 83642 208-424-0020 tcoleman@tollbrothers.com
Representative:	JUB Engineers, Scott Wonders 250 S Beechwood Ave., Suite 201 Boise, ID 83709 208-376-7330 swonders@jub.com



A. General Project Facts:

1. On behalf of Toll ID I, LLC, Scott Wonders, with JUB Engineers, is requesting final plat approval Winfield Springs Subdivision No. 3 which has 46 residential building lots and seven (7) common lots on a total of approximately 11.25 acres (Ada County Assessor Parcel No. S1313428150).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Winfield Springs Subdivision No. 3.
2. The approved phasing plan for Winfield Springs Subdivision identifies the proposed phase as phase two and staff views this request to be consistent with the preliminary plat approved by Council.
3. Staff has determined that the proposed final plat for Winfield Springs Subdivision No. 3 is in conformance with the approved preliminary plat.

C. Applicable Standards:

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

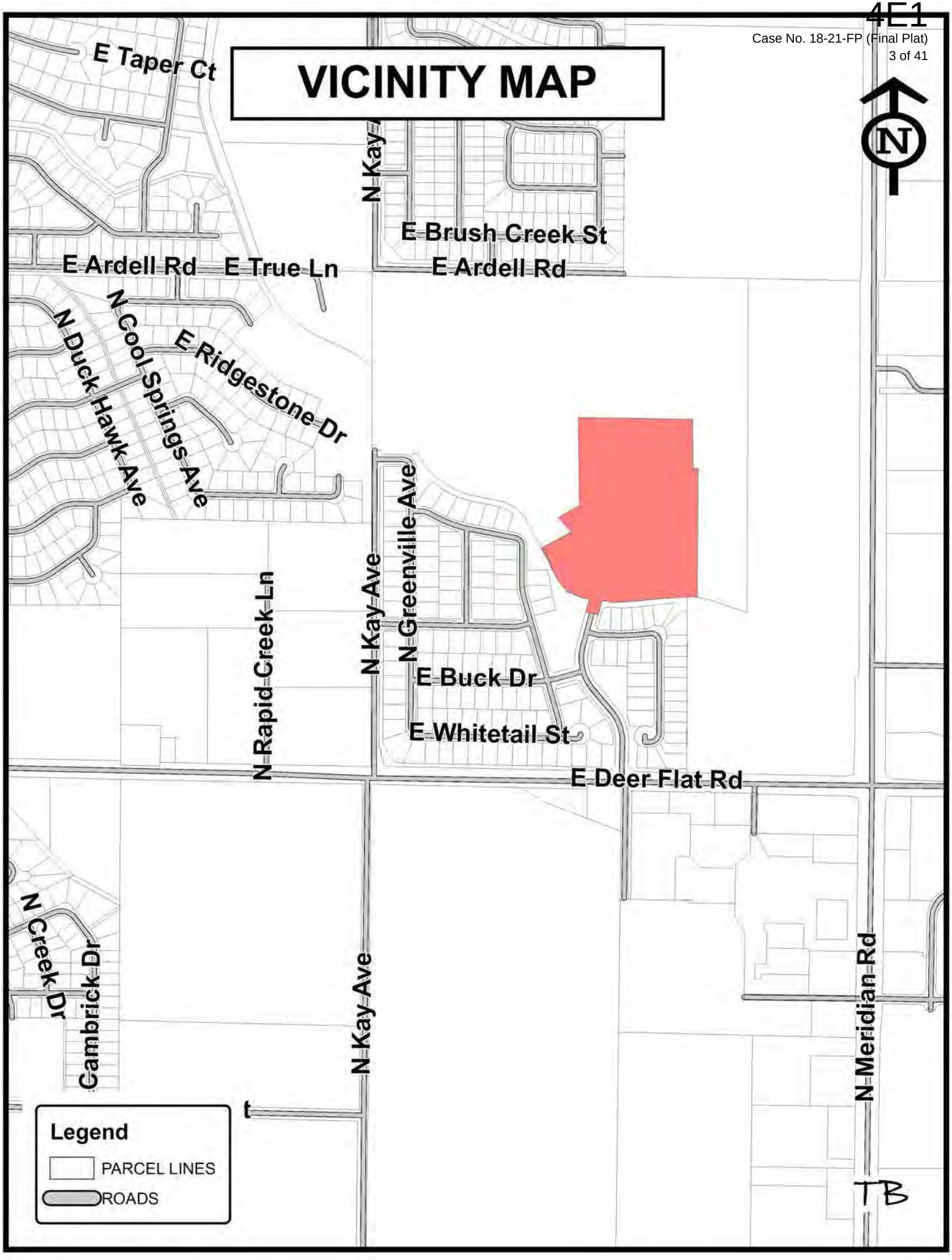
D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works Staff.

2. If any revisions are made, the applicant shall provide Planning and Zoning Staff with a revised copy of the final plat.
3. 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.

DATED: This 16th day of April, 2019.

VICINITY MAP



J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

December 17, 2018

City of Kuna
PO Box 13
Kuna, ID 83634

RE: WINFIELD SPRINGS SUBDIVISION PH 3
FINAL PLAT MYLAR SUBMITTAL

To Whom It May Concern:

The final plat submittal package is enclosed for the proposed Winfield Springs Subdivision Ph 3 located at E Deer Flat Rd, Kuna in Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Kuna, Idaho, and consists of approximately 11.25 acres. The subdivision includes 39 buildable lots and 7 common lots.

The final plat is in substantial conformance with the specific conditions of approval set forth in the Findings of Fact and Conclusions of Law dated May 16, 2017 as described below:

1. **Approvals from the following Agencies:**
   - City Engineer: Approved sewer, drainage and grading plans
   - Kuna Fire District: Fire flow requirements – See attached email dated 4/6
   - Boise Project Board of Control
   - ACHD – See approved Construction Drawings (attached) and signature on Final Plat

2. **A stub street (with utility stubs) will be extended from the project south of the Kuna Canal to the property east of the project.**
   According to the ACHD Final Staff report dated April 6, 2017, two stub streets north of the Kuna Canal were required. See attached staff report page 21, item #22.

3. **Installation of utility service facilities will comply with the requirements of the public utility or irrigation district providing the services and will be installed underground.**
   COMPLETE - See approved Construction Drawings.

4. **Irrigation/drainage waters will not be impeded by any construction on site. The project will comply with Idaho Code Section §31-3805 and the requirements of the BPBC.**

5. **Street Lighting will use LED lights, with spacing and wattages meeting KCC 5-4-6.**
   Please see attached approved construction drawings containing sheet C-102: Street Light, signing and striping plan.

6. **Parking with the site will comply with KCC 5-9-3.**
   A separate Design Review application will be submitted at the time of building permit application for the clubhouse and parking lot.

Exhibit A26

7. **Fencing within and around the site will comply with KCC standards.**

8. **Sign permit will be obtained for any subdivision entrance sign.**

9. **All landscaping will be permanently maintained per the CC & R's for this development.**
   CC & R's are included with this final plat submittal with a reference to landscape maintenance.

10. **Submit a petition to the city consenting to the pooling of irrigation surface water rights for delivery and request annexation of the irrigation surface water rights appurtenant to the property to the KMID prior to requesting final plat signature.**
    Developer will submit the required petition.

11. **Land has been provided for a well site with 3 phase power and a drain line for blow off water.**
    The location of the land to be provided is adjacent to Phase 2 of this subdivision.

12. **The developer will extend a 12" PI main from the existing 12" PI main located at Kay street.**
    COMPLETE - See approved Construction Drawings.

    Land has been provided for the pump station with 3 phase power and a drain line for water over-flow. *The location of the land to be provided is adjacent to Phase 2 of this subdivision.*

13. **Any future assigns will comply with the conditions of development.**
14. **The Preliminary plat and landscape plan are binding site plans and will be observed accordingly.**
15. **Applicant will follow staff, city engineer and other agency recommended requirements as applicable.**
16. **Applicant will comply with all local, state and federal laws as required.**

Please feel free to contact me at 208.376.7330 if you have any questions.

Sincerely,

J-U-B ENGINEERS, Inc.

Kristi Watkins

Kristi Watkins, Planner
Land Development Group

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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	18-21-FP
Project name	
Date Received	
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: Toll ID I, LLC	Phone Number: 208-424-0020
Address: 250 Gibraltar RD	E-Mail: tcoleman@tollbrothers.com
City, State, Zip: Horsham, PA	Fax #:
Applicant (Developer): Toll ID I, LLC	Phone Number: 208-424-0020
Address: 3103 Sheryl Dr	E-Mail: tcoleman@tollbrothers.com
City, State, Zip: Meridian, ID 83642	Fax #:
Engineer/Representative: JUB Engineers, Scott Wonders	Phone Number: 376-7330
Address: 250 S Beechwood Ave, Suite 201	E-Mail: swonders@jub.com
City, State, Zip: Boise, ID 83709	Fax #: 323-9336

Subject Property Information

Site Address: E Deer Flat Rd, Kuna, ID	
Site Location (Cross Streets): Meridian Rd and Deer Flat Rd	
Parcel Number (s): S1313428100	
Section, Township, Range: Section 13, T2N, R1W, BM	
Property size : 11.25 acres	
Current land use: Vacant	Proposed land use: Single Family Residential
Current zoning district: R-6	Proposed zoning district: N/A

Exhibit A29

Project Description

Project / subdivision name: Winfield Springs Subdivision No. 3

General description of proposed project / request: Single-Family Residential Subdivision

Type of use proposed (check all that apply):

- [X] Residential Single-Family
- [ ] Commercial
- [ ] Office
- [ ] Industrial
- [ ] Other

Amenities provided with this development (if applicable): Open Space

Residential Project Summary (if applicable)

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

Please describe the existing buildings:

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

Number of residential units: 46 Number of building lots: 39

Number of common and/or other lots: 7

Type of dwellings proposed:

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

Minimum Square footage of structure (s): N/A

Gross density (DU/acre-total property): 3.46 du/ac Net density (DU/acre-excluding roads): 5.52 du/ac

Percentage of open space provided: 13.88% Acreage of open space: 1.56 ac.

Type of open space provided (i.e. landscaping, public, common, etc.): Public, common area, Landscape Buffers

Non-Residential Project Summary (if applicable)

Number of building lots: N/A Other lots: N/A

Gross floor area square footage: N/A Existing (if applicable): N/A

Hours of operation (days & hours): N/A Building height: N/A

Total number of employees: N/A Max. number of employees at one time: N/A

Number and ages of students/children: N/A Seating capacity: N/A

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

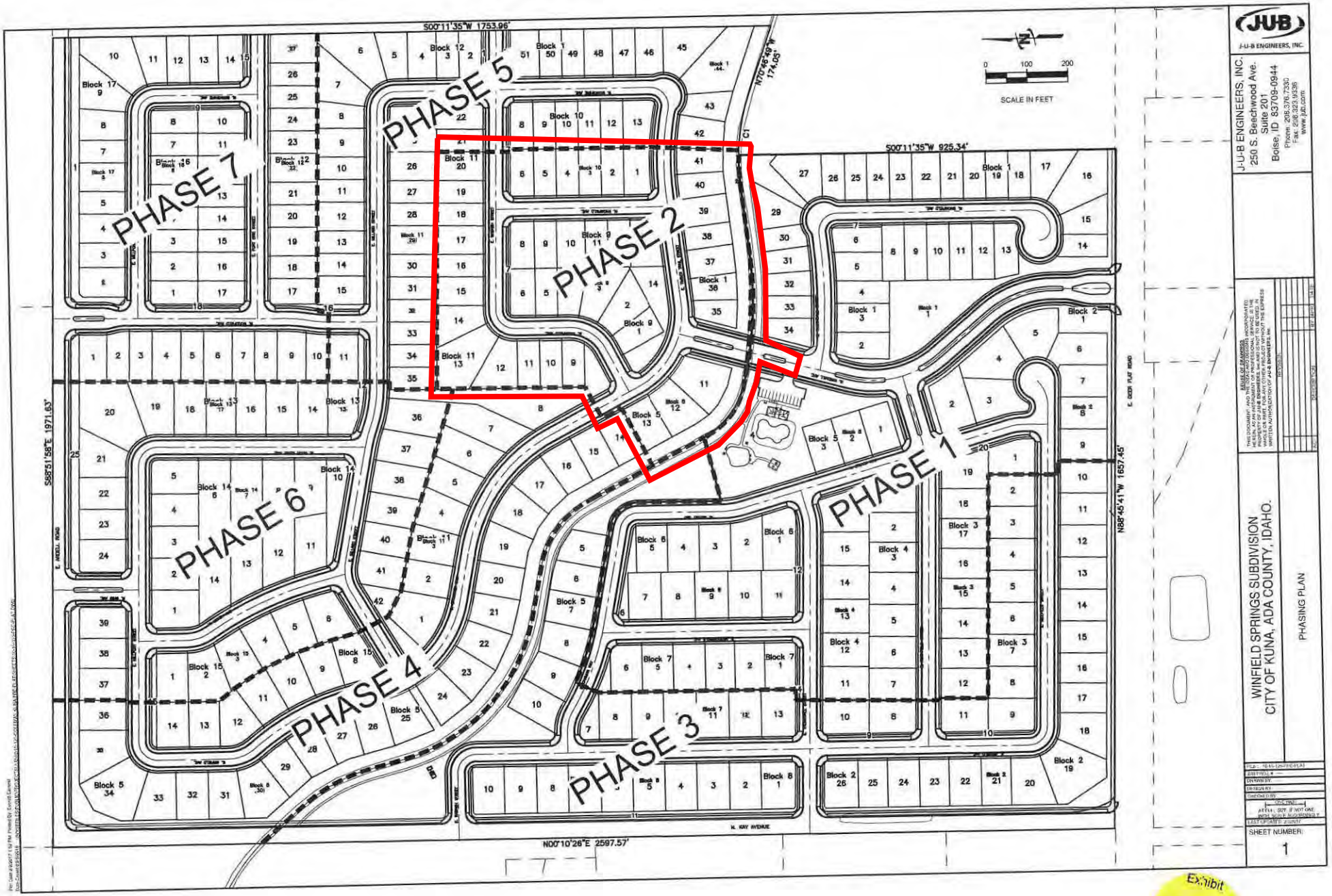
Proposed Parking: N/A

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

Proposed Lighting: N/A

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

Applicant's Signature: Kristi Watkins Date: 12-17-18

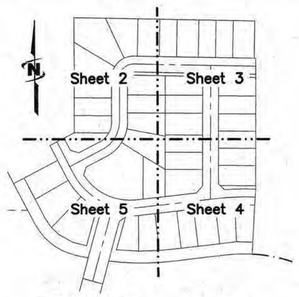

PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
PHASE 6
PHASE 7
S00°11'35"W 1753.96'
S00°11'35"W 925.34'
N88°45'41"W 1657.45'
N00°10'26"E 2597.57'
S89°51'58"E 1971.63'
N70°46'49"W 174.05'
0 100 200
SCALE IN FEET
E. DEER FLAT ROAD
E. MIDDLE ROAD
E. RAVEN CREEK
E. RAVEN CREEK AVE.
E. RAVEN CREEK DRIVE
E. RAVEN CREEK PLACE
E. RAVEN CREEK WAY
E. RAVEN CREEK LANE
E. RAVEN CREEK COURT
E. RAVEN CREEK CIRCL

PLAT SHOWING

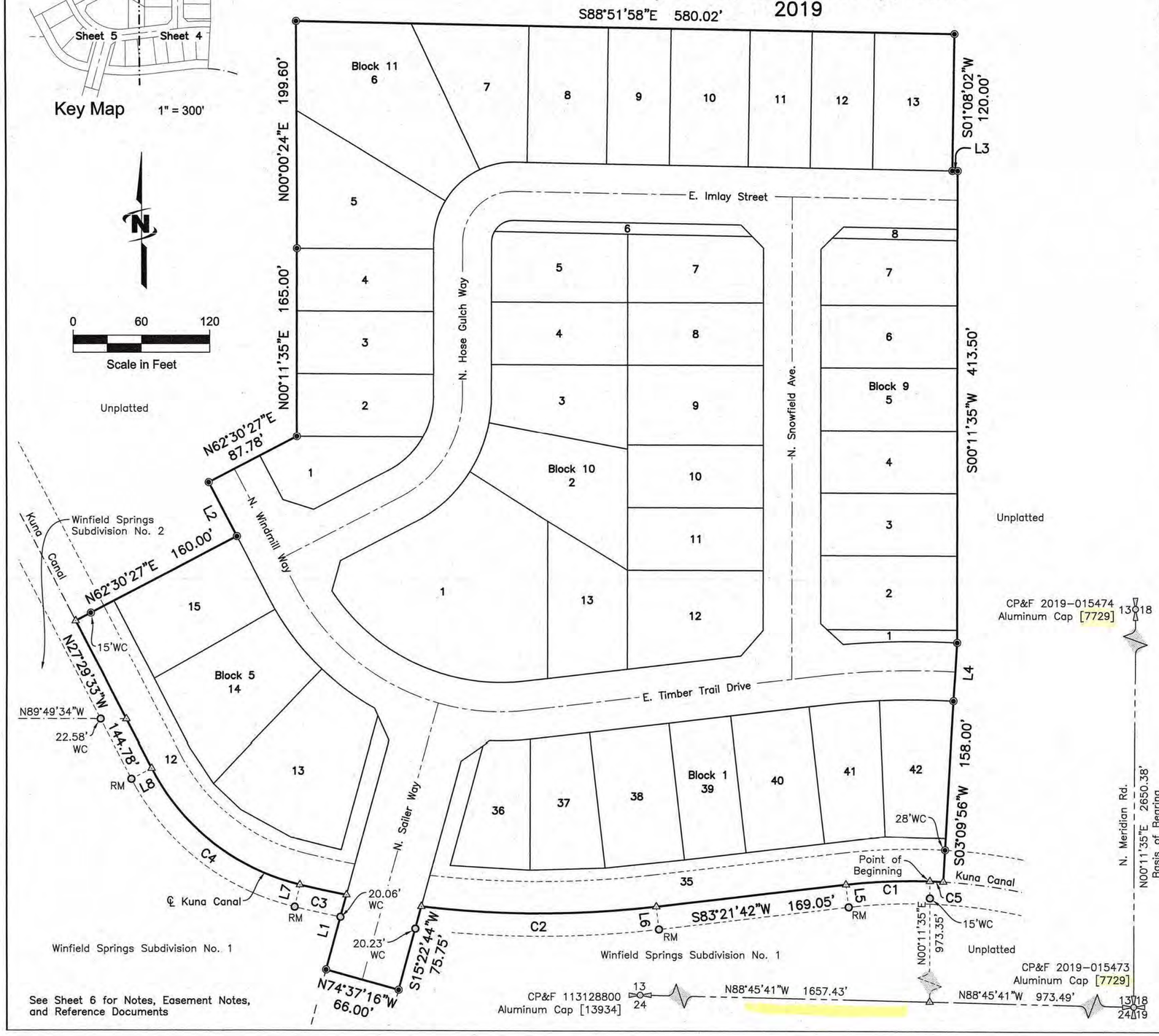
Winfield Springs Subdivision No. 3

Situated in the Southeast Quarter of
Section 13, Township 2 North, Range 1 West, Boise Meridian,
City of Kuna, Ada County, Idaho.
2019

PLAT BOOK_____ PAGE_____



Key Map 1" = 300'



See Sheet 6 for Notes, Easement Notes, and Reference Documents

Line Table – This Sheet Only		
Line #	Direction	Length
L1	N15°22'44"E	68.00'
L2	N27°29'33"W	53.61'
L3	S88°51'58"E	4.68'
L4	S03°30'51"W	51.00'

Line Table – This Sheet Only		
Line #	Direction	Length
L5	S06°38'18"E	20.00'
L6	S06°38'18"E	20.00'
L7	S13°27'48"W	20.00'
L8	S62°30'27"W	20.00'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	73.84'	500.00'	8°27'40"	S87°35'32"W	73.77'
C2	207.43'	900.00'	13°12'19"	S89°57'51"W	206.97'
C3	41.86'	900.00'	2°39'54"	N77°52'09"W	41.86'
C4	171.20'	200.00'	49°02'39"	N52°00'53"W	166.02'
C5	11.72'	500.00'	1°20'34"	N87°30'21"W	11.72'

Legend

- Subdivision Boundary Line
- Lot Line
- Section Line
- Center Line
- Right-of-way Line
- Adjacent Property Line
- Match Line
- Utility Easement Line
- ACHD Permanent Easement Line
- Utility & Kuna Irrigation Easement Line
- Canal CL
- Kuna Canal Easement Line
- Gravity Irrigation Easement Line
- Offsite ACHD Drainage Easement Line
- ACHD Drainage Easement Line
- Offsite Sewer Easement Line
- ACHD Sidewalk Easement Line
- ACHD Drainage Easement Area
- Section Corner, Found Brass Cap
- Quarter-Section Corner, Found 5/8" Rebar
- O – Found 5/8" Rebar. with Plastic Cap Marked "J-U-B 11334", Unless Otherwise Noted
- ● – Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- ◉ – Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- ⊙ – Set 1/2"x24" Rebar, with Plastic Cap Marked "EASEMENT JUB 16642"
- △ – Point Not Set or Found
- C# – Curve Number (Typical)
- L# – Course Number (Typical)
- # – Lot Number (Typical)
- [####] – PLS Number Found on Monument
- WC – Witness Corner
- RM – Reference Monument

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PROFESSIONAL LAND SURVEYOR
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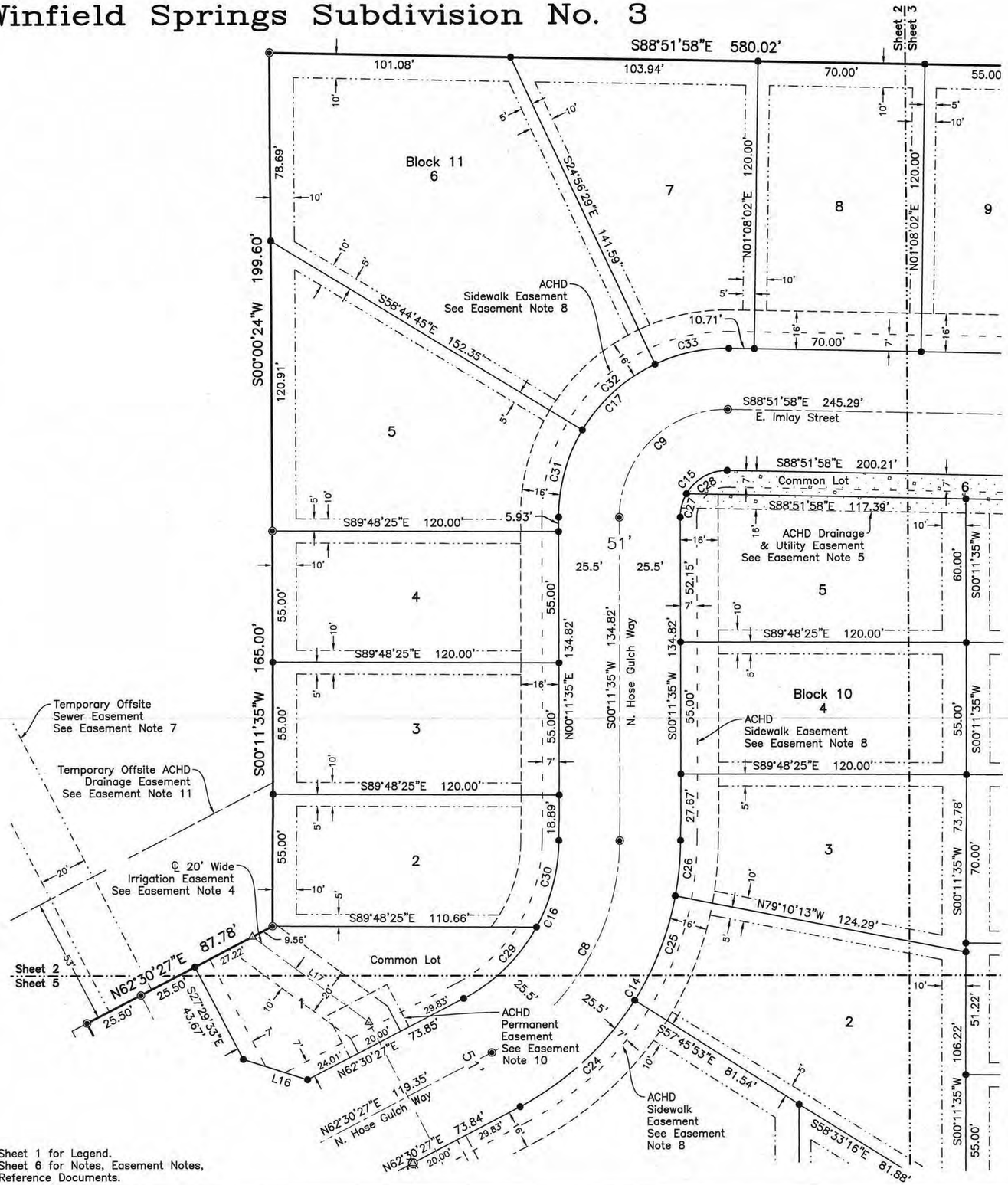
16642
STATE OF IDAHO
ROBERT L. KAZARIAN
3/28/2019

PLAT SHOWING

Winfield Springs Subdivision No. 3

PLAT BOOK_____ PAGE_____



Line Table – This Sheet Only		
Line #	Direction	Length
L16	N72°29'33"W	28.28'
L17	N53°48'35"W	60.43'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C8	108.76'	100.00'	62°18'52"	N31°21'01"E	103.48'
C9	71.42'	45.00'	90°56'27"	S45°39'49"W	64.16'
C14	136.49'	125.50'	62°18'52"	N31°21'01"E	129.86'
C15	30.95'	19.50'	90°56'27"	S45°39'49"W	27.80'
C16	81.03'	74.50'	62°18'52"	N31°21'01"E	77.09'
C17	111.90'	70.50'	90°56'27"	S45°39'49"W	100.52'
C24	66.31'	125.50'	30°16'20"	N47°22'17"E	65.54'
C25	46.89'	125.50'	21°24'21"	N21°31'57"E	46.61'
C26	23.30'	125.50'	10°38'11"	N05°30'41"E	23.26'
C27	10.24'	19.50'	30°05'46"	S15°14'28"W	10.13'
C28	20.71'	19.50'	60°50'41"	S60°42'42"W	19.75'
C29	43.33'	74.50'	33°19'25"	N45°50'45"E	42.72'
C30	37.70'	74.50'	28°59'27"	N14°41'19"E	37.30'
C31	38.22'	70.50'	31°03'40"	S15°43'25"W	37.75'
C32	41.59'	70.50'	33°48'16"	S48°09'23"W	40.99'
C33	32.08'	70.50'	26°04'31"	S78°05'47"W	31.81'

See Sheet 1 for Legend.
See Sheet 6 for Notes, Easement Notes, and Reference Documents.

PROFESSIONAL LAND SURVEYOR
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3/28/2019

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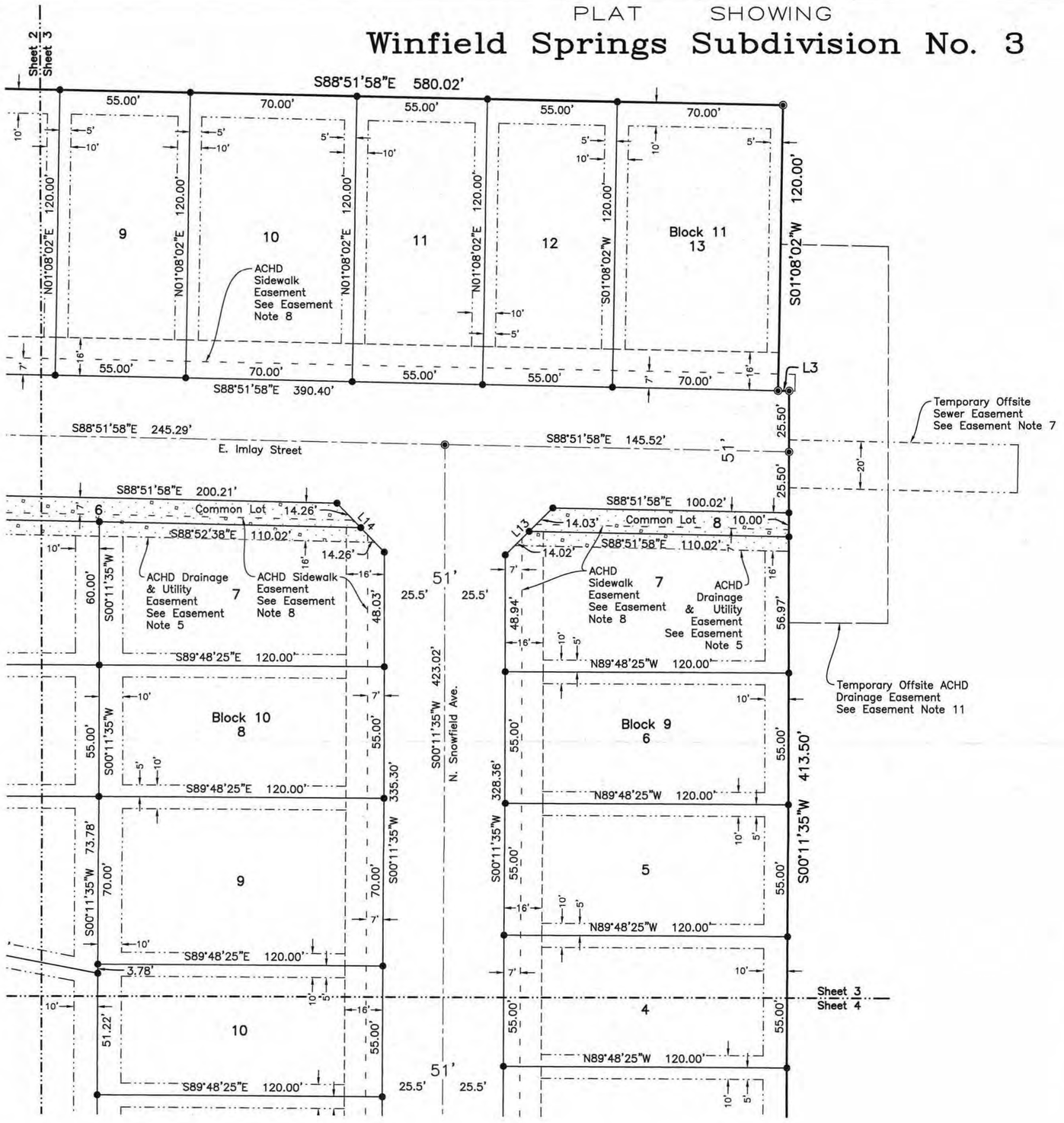
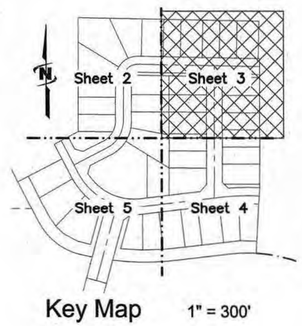
PLAT SHOWING

Winfield Springs Subdivision No. 3

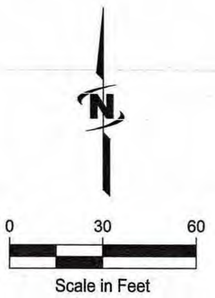
PLAT BOOK_____ PAGE_____





Key Map 1" = 300'

Line Table – This Sheet Only		
Line #	Direction	Length
L3	S88°51'58"E	4.68'
L13	N45°39'49"E	28.05'
L14	S44°20'11"E	28.52'



Scale in Feet

See Sheet 1 for Legend.
See Sheet 6 for Notes, Easement Notes, and Reference Documents.

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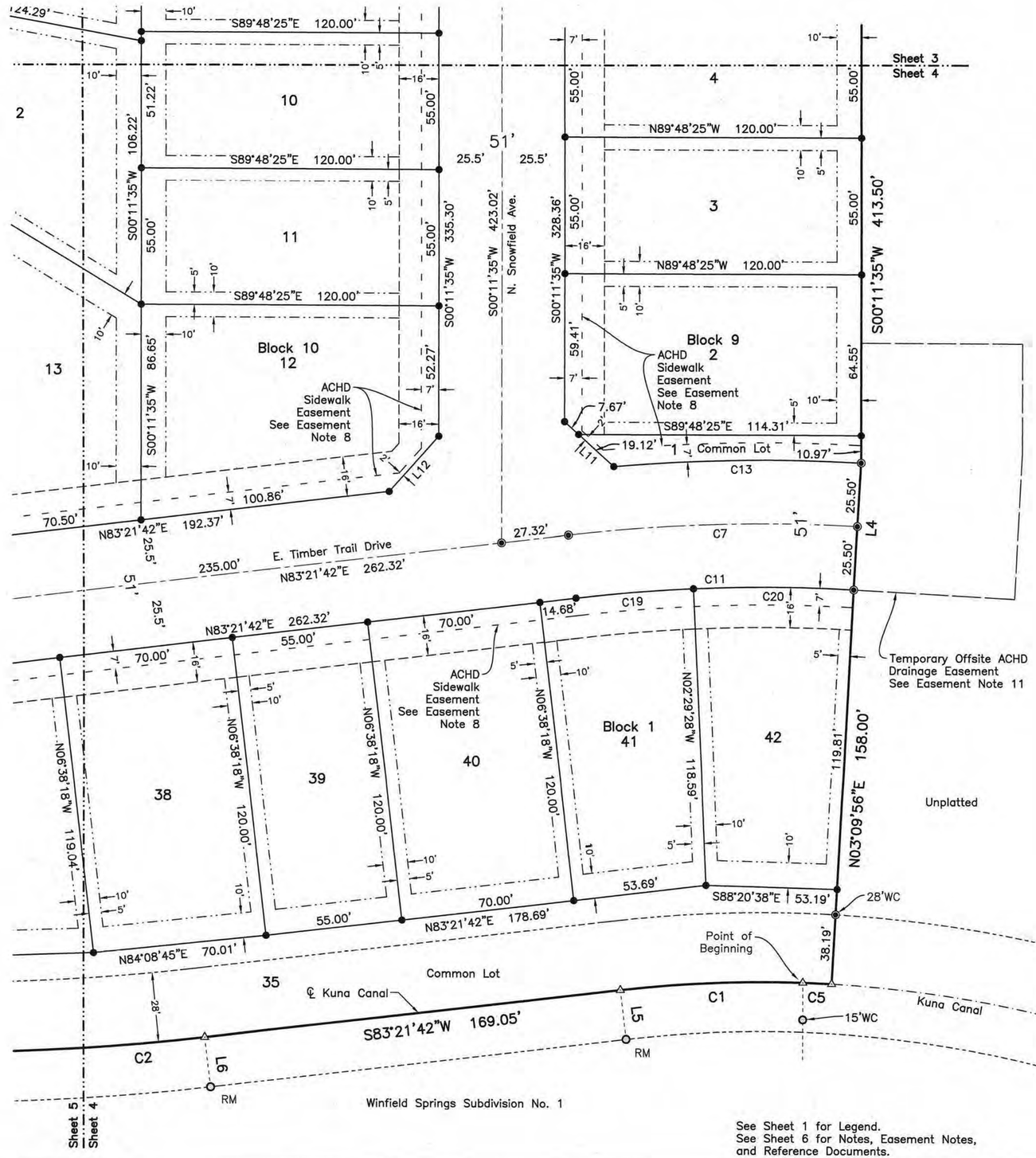
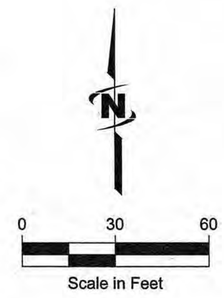
3/28/2019

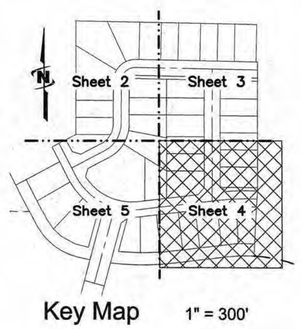
PLAT SHOWING

Winfield Springs Subdivision No. 3

PLAT BOOK_____ PAGE_____







Line Table – This Sheet Only		
Line #	Direction	Length
L4	S03°30'51"W	51.00'
L5	S06°38'18"E	20.00'
L6	S06°38'18"E	20.00'
L11	S47°45'40"E	26.79'
L12	N41°46'38"E	29.92'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	73.84'	500.00'	8°27'40"	S87°35'32"W	73.77'
C2	207.43'	900.00'	13°12'19"	N89°57'51"E	206.97'
C7	117.11'	683.50'	9°49'01"	S88°16'12"W	116.97'
C11	112.59'	658.00'	9°48'14"	S88°15'49"W	112.45'
C13	100.21'	709.00'	8°05'52"	S89°08'30"W	100.12'
C19	47.63'	658.00'	4°08'50"	S85°26'07"W	47.62'
C20	64.96'	658.00'	5°39'24"	N89°39'46"W	64.94'

See Sheet 1 for Legend.
See Sheet 6 for Notes, Easement Notes, and Reference Documents.

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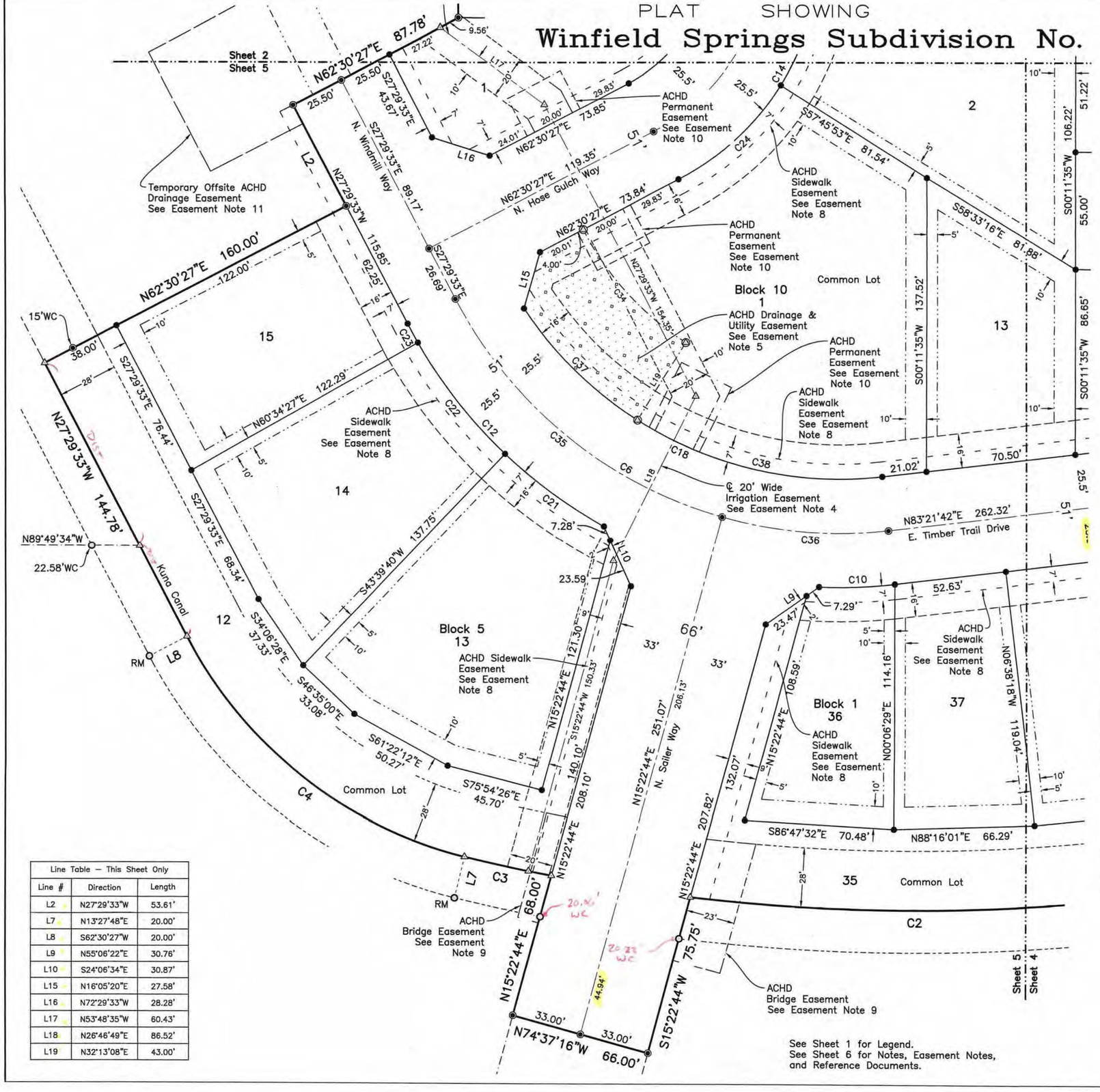
3/28/2019

PLAT SHOWING

Winfield Springs Subdivision No. 3

PLAT BOOK_____ PAGE_____



Line Table – This Sheet Only		
Line #	Direction	Length
L2	N27°29'33"W	53.61'
L7	N13°27'48"E	20.00'
L8	S62°30'27"W	20.00'
L9	N55°06'22"E	30.76'
L10	S24°06'34"E	30.87'
L15	N16°05'20"E	27.58'
L16	N72°29'33"W	28.28'
L17	N53°48'35"W	60.43'
L18	N26°46'49"E	86.52'
L19	N32°13'08"E	43.00'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	207.43'	900.00'	13°12'19"	S89°57'51"W	206.97'
C3	41.86'	900.00'	2°39'54"	N77°52'09"W	41.86'
C4	171.20'	200.00'	49°02'39"	N52°00'53"W	166.02'
C6	245.69'	203.58'	69°08'45"	S62°03'56"E	231.05'
C10	35.86'	229.08'	8°58'12"	N87°50'47"E	35.83'
C12	134.35'	229.08'	33°36'12"	S44°17'39"E	132.44'
C14	136.49'	125.50'	62°18'52"	N31°21'01"E	129.86'
C18	196.09'	178.08'	63°05'22"	S65°05'37"E	186.33'
C21	57.82'	229.08'	14°27'43"	S53°51'53"E	57.67'
C22	66.46'	229.08'	16°37'17"	S38°19'23"E	66.22'
C23	10.08'	229.08'	2°31'12"	S28°45'09"E	10.07'
C24	66.31'	125.50'	30°16'20"	N47°22'17"E	65.54'
C34	72.59'	135.08'	30°47'31"	S42°23'07"E	71.72'
C35	166.51'	203.58'	46°51'45"	S50°55'26"E	161.91'
C36	79.18'	203.58'	22°17'00"	S85°29'48"E	78.68'
C37	75.32'	178.08'	24°13'56"	S45°39'54"E	74.76'
C38	120.77'	178.08'	38°51'26"	S77°12'35"E	118.47'

See Sheet 1 for Legend.
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3/28/2019

PLAT SHOWING

Winfield Springs Subdivision No. 3

PLAT BOOK_____ PAGE_____

Notes

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
2. Lot 35 of Block 1, Lot 12 of Block 5, Lots 1 and 8 of Block 9, Lots 1 and 6 of Block 10, and Lot 1 of Block 11 are common lots which shall be owned and maintained by the Winfield Springs Subdivision Homeowners Association, Inc. The ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna.
3. Minimum building setback lines shall be in accordance with the City of Kuna's Zoning Ordinance at the time of issuance of the individual building permit, or as specifically approved and/or required.
4. Lots shall not be reduced in size without prior approval from the health authority.
5. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
6. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
7. This Subdivision is located within zone X (area of Minimal Flood Hazard) as shown on FEMA National Flood Hazard FIRMette exported on 5/17/2018 at 10:16:52 AM. Panel No. 16001C0250J, Effective date 10/02/2003.
8. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
9. Maintenance of any irrigation, drainage pipe, or ditch, crossing a lot, is the responsibility of the lot owner, unless such responsibility is assumed by an irrigation or drainage entity or district.
10. The Homeowners Association (HOA), its ownership, and maintenance commitments cannot be dissolved without the express written consent of the City of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each HOA common lot that receives municipal irrigation. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment.
11. This Development is subject to ACHD License Agreement Instrument No. 2018-108853
12. This subdivision is affected by the Municipal Irrigation Annexation (Ordinance 2018-30) recorded under Instrument No. _____.
13. See Record of Survey 10672 for additional boundary information.

Reference Documents

Subdivisions: Sandpoint Heights & Sable Ridge No. 2
Winfield Springs Subdivision No. 1
Winfield Springs Subdivision No. 2
Surveys: ROSs 2060, 3684, 3985, 9004, & 10672.
Deeds: 2017-013030
Easements: 2018-081087, 2019-008413, 2019-008414, 2019-008427. _____ & _____.

Easement Notes

1. Lot 35 of Block 1, Lot 12 of Block 5, Lots 1 & 8 of Block 9, Lot 6 of Block 10 and Lot 1 of Block 11 are designated as having a Utility Easement co-situate with said Lot (i.e. blanket easement).
2. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, sewer service, cable television/data; City of Kuna water, sewer & drainage; appurtenances thereto; and lot drainage.
3. The Kuna Irrigation Easements shown hereon are non-exclusive, perpetual, shall run with the land, and are hereby reserved for the installation, maintenance, operation, and use of City of Kuna irrigation pipes; and appurtenances thereto.
4. The Irrigation Easement shown hereon is non-exclusive, perpetual, shall run with the land, and is hereby reserved for the installation, maintenance, operation, and use of irrigation pipes & boxes; and appurtenances thereto.
5. All of Lot 8 of Block 9, & Lot 6 of Block 10; and portions of Lot 7 of Block 9, Lots 1, 5, & 7 of Block 10; are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain first amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument Number 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.
6. Kuna Canal widths provided by Boise Project Board of Control.
7. See Instrument Numbers _____ & _____ for Existing Offsite Sewer Easements.
8. See Instrument Number 2019-008427 for Existing ACHD Sidewalk Easements.
9. See Instrument Number 2019-008413 for Existing ACHD Bridge Easement.
10. See Instrument Number 2019-008414 for Existing ACHD Permanent Easements.
11. See Instrument Number 2018-081087 for Existing Temporary Offsite ACHD Storm Water Drainage Easements.
12. No Utility or City of Kuna Easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
13. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.

PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO ROBERT L. KAZARIAN
3/28/2019

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PLAT SHOWING

Winfield Springs Subdivision No. 3

PLAT BOOK_____ PAGE_____

Certificate of Owners

Know all people by these presents: that Toll ID I LLC, an Idaho limited liability company, does hereby certify that it is the owner of that real property to be known as Winfield Springs Subdivision No. 3, and that it intends to include said real property, as described below, in this plat: To Wit:

A parcel of land situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southeast corner of the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian (the section corner common to Sections 13 & 24, Range 1 West, and 18 & 19, Range 1 East);
Thence N88°45'41"W, 973.49 feet along the south line of the southeast quarter;
Thence N00°11'35"E, 973.35 feet parallel with and 973.33 feet from the east line of the southeast quarter along the east boundary of Winfield Springs Subdivision No. 1 (Book 115 of Plats at Pages 17138 through 17147, records of Ada County, Idaho) to the northeast corner of Winfield Springs Subdivision No. 1 on the center line of the Kuna Canal, the POINT OF BEGINNING:

Thence 73.84 feet on a non-tangent curve to the left, concave southerly, having a radius of 500.00 feet, a central angle of 8°27'40", a chord bearing of S87°35'32"W, and a chord length of 73.77 feet, along the boundary of Winfield Springs Subdivision No. 1 and the center line of the Kuna Canal;
Thence S83°21'42"W, 169.05 feet along the boundary of Winfield Springs Subdivision No. 1 and the center line of the Kuna Canal;
Thence 207.43 feet on a curve to the right, having a radius of 900.00 feet, a central angle of 13°12'19", a chord bearing of S89°57'51"W, and a chord length of 206.97 feet, along the boundary of Winfield Springs Subdivision No. 1 and the center line of the Kuna Canal;
Thence S15°22'44"W, 75.75 feet along the boundary of Winfield Springs Subdivision No. 1;
Thence N74°37'16"W, 66.00 feet along the boundary of Winfield Springs Subdivision No. 1;
Thence N15°22'44"E, 68.00 feet along the boundary of Winfield Springs Subdivision No. 1 to the center line of the Kuna Canal;
Thence 41.86 feet on a non-tangent curve to the right, concave northerly, having a radius of 900.00 feet, a central angle of 02°39'54", a chord bearing of N77°52'09"W, and a chord length of 41.86 feet, along the boundary of Winfield Springs Subdivision No. 1 and the center line of the Kuna Canal;
Thence 171.20 feet on a compound curve to the right, having a radius of 200.00 feet, a central angle of 49°02'39", a chord bearing of N52°00'53"W, and a chord length of 166.02 feet, along the boundary of Winfield Springs Subdivision No. 1 and the center line of the Kuna Canal;
Thence N27°29'33"W, 144.78 feet along the boundary of Winfield Springs Subdivision No. 1, Winfield Springs Subdivision No. 2 (Book 116 of Plats at Pages 17382 through 17391, records of Ada County, Idaho), and the center line of the Kuna Canal;
Thence N62°30'27"E, 160.00 feet;
Thence N27°29'33"W, 53.61 feet;
Thence N62°30'27"E, 87.78 feet;
Thence N00°11'35"E, 165.00 feet;
Thence N00°00'24"E, 199.60 feet;
Thence S88°51'58"E, 580.02 feet;
Thence S01°08'02"W, 120.00 feet;
Thence S88°51'58"E, 4.68 feet;
Thence S00°11'35"W, 413.50 feet;
Thence S03°30'51"W, 51.00 feet;
Thence S03°09'56"W, 158.00 feet to the center line of the Kuna Canal;
Thence 11.72 feet on a non-tangent curve to the left, concave southerly, having a radius of 500.00 feet, a central angle of 1°20'34", a chord bearing of N87°30'21"W, and a chord length of 11.72 feet, along the center line of the Kuna Canal to the POINT OF BEGINNING.

The above-described parcel contains 11.25 acres, more or less.

The public streets shown on this plat are hereby dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon, and no permanent structures, other than for such uses and purposes, are to be erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water service from the City of Kuna, and the City of Kuna has agreed in writing to serve all lots within the subdivision. Irrigation water has been provided from Boise-Kuna Irrigation District via the City of Kuna, in compliance with Idaho Code 31-3805(1)(b). Lots within this subdivision will be entitled to irrigation water rights, and will be obligated for assessments from Boise-Kuna Irrigation District via the City of Kuna.

In witness whereof, I have hereunto set my hand:

Thomas Coleman, Division President
Toll ID I LLC

Acknowledgment

State of Idaho }
County of Ada } ss.

On this 17 day of December, in the year 2018, before me, a Notary Public in and for the State of Idaho, personally appeared Thomas Coleman, known or identified to me to be a Division President of Toll ID I LLC, that executed the within instrument, and acknowledged to me that Toll ID I LLC executed the same.

Notary public for Ada, Idaho
My commission expires July 30, 2024

EMILY ANDRAS NOTARY PUBLIC COMMISSION #2018-1382 STATE OF IDAHO

Certificate of Surveyor

I, Robert L. Kazarinoff, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Winfield Springs Subdivision No. 3, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

Robert L. Kazarinoff, PLS 16642

PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO ROBERT L. KAZARINOFF 12/13/2018

J-U-B ENGINEERS, INC.
250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944
p 208 376 7330 f 208 323 9336 w www.jub.com

PLAT SHOWING

Winfield Springs Subdivision No. 3

PLAT BOOK_____ PAGE_____

Approval of Central District Health Department

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

Robin Boddie REHS — 12.19.18

Central District Health Department — Date

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 6th day of March, 2019.

Commission President
Ada County Highway District

ADA COUNTY HIGHWAY DISTRICT SEAL

Approval of City Engineer

I, the undersigned representative of Keller Associates, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this day

_____, hereby approve this plat.

_____

City Engineer

Approval of City Council

The foregoing plat was accepted and approved this _____ day of _____, _____, by the City of Kuna, Idaho.

_____

City Clerk

Certificate of County Surveyor

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

_____

Ada County Surveyor — Date

Certificate of County Treasurer

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

_____

Ada County Treasurer — Date

County Recorder's Certificate

State of Idaho } ss. Instrument No._____
County of Ada }

I hereby certify that this instrument was filed at the request of JUB Engineers, Inc. at _____minutes past_____o'clock___.M.,

this_____day of_____,_____, in my office, and was recorded in Book_____of Plats at Pages _____ through _____.

Fee:_____

_____ — _____

Deputy — Ex-Officio Recorder

PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO MARK L. KAZARINOFF
12/13/2018

J-U-B ENGINEERS, INC.
250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944
p 208 376 7330 f 208 323 9336 w www.jub.com

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINFIELD SPRINGS SUBDIVISION

TOLL IDI, LLC
COLEMAN HOMES
3103 W SHERYL DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
TELEPHONE: (208) 424-0020
FAX: (208) 424-0030
WWW.MYCOLEMANHOME.COM

WELCOME!

Welcome to Winfield Springs Community!

We are pleased that you have decided to become a member of our Community. The following document is the Declaration of Covenants, Conditions and Restrictions for the Community. The purpose of the Declaration is to ensure quality development and proper use of the Community; to protect the owner of each lot against undesirable development or use of surrounding parcels which may diminish the value of the Owner's Lot; to encourage the erection of attractive improvements at appropriate locations; to assure adequate free spaces between structures; to provide for well-maintained and unifying landscaping; and to enhance and protect the value, desirability and attractiveness of the development.

A few of the important details set forth in this Declaration include:

- Rules for Voting and Governance by Bellano Creek Homeowners Association, Inc.
- Architectural Review Standards and Requirements
- Use Restrictions
- Appearance and Maintenance Requirements
- Common Area Limitations
- Assessments and Budgets

Please note that this Declaration is the primary governing document for the Community. Please read it carefully. We make no representations of any kind, express or implied, through any agent, realtor, employee or otherwise, except as set forth in this Declaration. We expressly disclaim any and all other representations, warranties, statements or information not set forth herein.

TABLE OF CONTENTS

Page

ARTICLE 1 GOVERNANCE AND ADMINISTRATION: ASSOCIATION 2
1.1 Organization of Association 2
1.2 Membership 2
1.3 Membership Voting 2
1.4 Board of Directors and Officers 3
1.5 Power and Duties of the Association 3
1.6 Meetings of the Association 8
1.7 Budgets and Financial Statements 8
1.8 Manager 9
1.9 Personal Liability; Indemnification 9
ARTICLE 2 GOVERNANCE AND ADMINISTRATION: ARCHITECTURAL REVIEW COMMITTEE 9
2.1 Creation; Grantor's Right of Appointment 9
2.2 Improvements Generally 10
2.3 Expenses 10
2.4 Non-Liability of Committee Members 10
2.5 Variances 11
ARTICLE 3 ASSESSMENTS 11
3.1 Covenant to Pay Assessments 11
3.2 Uniform Rate of Assessment 11
3.3 Initial Set-Up Assessment; Transfer Assessments 12
3.4 Regular Assessments 12
3.5 Special Assessments 13
3.6 Limited Assessments 13
3.7 [3.d] 13
3.8 Assessment Period 13
3.9 Notice and Assessment Due Date 13
3.10 Special Notice and Quorum Requirements 14
ARTICLE 4 ENFORCEMENT OF ASSESSMENTS; LIENS 14

TABLE OF CONTENTS
(continued)

Page

6.16 [Reserved] 23
6.17 Water Supply Systems 23
6.18 Sewage Disposal Systems 23
6.19 Energy Devices, Outside 23
6.20 Signs 23
6.21 Antennae 24
6.22 No Further Subdivision 24
6.23 Leasing 24
6.24 Compliance with Laws 25
ARTICLE 7 EASEMENTS 25
7.1 Owner's Easements of Enjoyment 25
7.2 Delegation of Use 25
7.3 Recorded Easements 25
7.4 Easements of Encroachment 25
7.5 Maintenance and Use Easement between Walls and Property 25
7.6 Easements of Access 26
7.7 Drainage and Utility Easements 26
7.8 Rights and Duties Concerning Utility Easements 26
7.9 Disputes as to Sharing of Costs 27
7.10 General Landscape Easement 27
7.11 Easements Deemed Created 27
7.12 Emergency Easement 27
7.13 Maintenance Easement 27
ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION 28
8.1 Agreement for Alternative Dispute Resolution 28
8.2 Initial Discussions 28
8.3 Notice of Claim 28
8.4 Board Review of Claim 28

TABLE OF CONTENTS
(continued)

Page

11.8 "Board" 33
11.9 "Building Envelope" 34
11.10 "Bylaws" 34
11.11 "Common Area" 34
11.12 "Declaration" 34
11.13 "Discretion" or "discretion" 34
11.14 "Expenses" 34
11.15 "First Mortgage" 34
11.16 "Grantor" 34
11.17 "Improvement" 34
11.18 [Reserved] 34
11.19 [Reserved] 35
11.20 "Limited Assessment" 35
11.21 "Lot" 35
11.22 "Member" 35
11.23 "Mortgage" 35
11.24 "Occupant" 35
11.25 "Oversized Vehicles" 35
11.26 "Owner" 35
11.27 "Person(s)" 35
11.28 "Plat" 35
11.29 "Project Documents" 35
11.30 "Property" 36
11.31 "Regular Assessment" 36
11.32 "Special Assessment" 36
ARTICLE 12 MISCELLANEOUS 36
12.1 Term 36
12.2 Amendment 36

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELLANO CREEK SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Bellano Creek Subdivision (this "**Declaration**") has been adopted as of November 12, 2013. Capitalized terms not otherwise defined in the text hereof are defined in Article 11.

RECITALS

WHEREAS, the Property subject to this Declaration (the "**Property**") is all real property (other than real property dedicated to the public) that is the subject of the Plat of Isola Creek Subdivision No. 1 filed in Book 106 of Plats at Pages 14538 through 14539 as Instrument No. 113124071 in the office of the Recorder of Ada County, Idaho ("**Phase 1 Plat**"), which is incorporated herein by reference.

WHEREAS, this Declaration sets forth a set of the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "**Restrictions**") that will apply to the Property, which Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property and to ensure a well-integrated, high quality development.

NOW, THEREFORE, the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms 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 and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Person or Owner having or holding an interest in the Property and such Person's or Owner's successors in interest, and may be enforced by Grantor, any Owner or Owner's successors in interest, any Person having or holding an interest in the Property or such Person's successors in interest, or by the Association.

ARTICLE 1 GOVERNANCE AND ADMINISTRATION: ASSOCIATION

1.1 Organization of Association. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Neither

terminate its right to appoint Directors and to fill vacancies pursuant to this Section. Directors appointed by the Class B Member need not be Members.

1.4.2 Selection of Board after Class B Member Termination Date. Subsequent to the Class B Member Termination Date, the Board shall be comprised of Directors selected by the Members as provided for in the Bylaws.

1.4.3 Vacancies on the Board. Vacancies on the Board occurring prior to the Class B Member Termination Date shall be filled by the Class B Member. Thereafter, vacancies on the Board occurring between meetings of the Members may be filled by the majority vote of the remaining Directors then sitting on the Board. Upon an annual meeting or a special meeting called for the purpose of filling the vacancy, the Members shall designate a new Director to fill the vacancy on the Board.

1.5 Power and Duties of the Association.

1.5.1 Powers. The Association shall have all the powers of a profit or non-profit corporation organized under the applicable provisions of the Idaho Code, or the powers of any other entity chosen by Grantor, as those powers are set forth in the applicable sections of the Idaho Code and the Project Documents, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority 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 the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area and the Association's other assets, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

1.5.1.1 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 or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

1.5.1.2 Delegation of Powers. The authority to delegate all or any portion of its powers and duties to committees, officers, employees or to any Person to act as manager, and to contract with the Association for the maintenance, repair, replacement and operation of any 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. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon termination of the Class B membership.

1.5.1.3 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems

1.5.1.6.1 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;

1.5.1.6.2 Public and other 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; and

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

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-five (25) years after the death of the individuals executing this Declaration on behalf of Grantor.

1.5.1.7 Other. Such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of the undersigned that the Association have broad power and authority consistent with the Project Documents and applicable law.

1.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, 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:

1.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, with the Improvements constructed thereon, including the repair and replacement of property damaged or destroyed by casualty loss, including but not limited any signs placed at the entrances to or otherwise in the vicinity of the Property. The Association shall, at Grantor's discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association;

1.5.2.2 Operation and Maintenance of Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all public and other storm drainage facilities, including but not limited to drainage pipes and

held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise;

1.5.2.8 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, and to the extent possible to obtain, including, without limitation the following policies of insurance:

1.5.2.8.1 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;

1.5.2.8.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor and the individual grantees, tenants, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars ($1,000,000) per occurrence with respect to property damage;

1.5.2.8.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000);

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

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

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

Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

The Association shall defend, indemnify and hold harmless Grantor against and from any and all actions, causes of action, judgments, damages, liability, costs, attorneys' fees, expenses or compensation of any kind whatsoever, and from any other claim of any nature, known or unknown, raised or not, contingent or mature, that may be brought against Grantor and arise out of or are in any way connected with the Property, the Association, the Board or the Committee.

ARTICLE 2 GOVERNANCE AND ADMINISTRATION: ARCHITECTURAL REVIEW COMMITTEE

2.1 Creation; Grantor's Right of Appointment. At its discretion, the Board shall appoint no less than three (3) and no more than five (5) individuals to serve on an architectural review committee (the "**Architectural Review Committee**" or "**Committee**"). Until such individuals are appointed, the Board shall serve as the Architectural Review Committee. If a vacancy on the Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint an acting Member to serve for a specified temporary period not to exceed one (1) year. A member of the Committee need not be an Owner. The Board shall have the exclusive right to appoint, remove and replace all members of the Committee; members of the Committee may be removed immediately at any time without cause. The Committee shall review, study and either approve or reject the proposed Improvements on the Property, all in compliance with the Declaration and the Architectural Design Guidelines. Except as otherwise set forth herein, any action or decision made by a majority of the Committee shall be the binding decision of the entire Committee. The Committee is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Committee on a single project, on a number of projects or on a continuing basis. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

2.2 Improvements Generally. No Improvements on any portion of the Property shall be constructed, reconstructed, placed on or removed from the Property without prior written consent of the Committee, and without being in compliance with the Project Documents and the Architectural Design Guidelines. The Architectural Design Guidelines shall be developed and used by the Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of the Property, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. The Architectural Design Guidelines shall be drafted to conform to this Declaration, the Articles and Bylaws, and must be approved by the Board prior to implementation. In the event of a conflict between the Architectural Design

hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Property, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE 3 ASSESSMENTS

3.1 Covenant to Pay Assessments. By acceptance of a deed to any Lot, each Owner of such Lot thereby 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 Project Document.

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

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

3.2 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each type of Lot, but the basis and rate of Assessments for each type of use may be varied. Lots shall be assessed on the basis appropriate for each type of use, as determined by the Board from time to time.

3.3 Initial Set-Up Assessment; Transfer Assessments. Upon conveyance of a Lot from Grantor to an Owner, other than an affiliate of Grantor , Grantor shall pay an "Initial Set-Up Assessment" of Two Hundred Fifty and No/100ths Dollars ($250.00) to the Association at the closing of such conveyance. Upon any subsequent sale, conveyance or other transfer of a Lot, the acquiring Owner shall pay a "Transfer Assessment" of Two Hundred Fifty and No/100ths Dollars ($250.00) to the Association at the closing such acquisition. The Association may waive the Transfer Assessment where the sale, conveyance or other transfer is (a) conveyance of a Lot between co-Owners of such Lot (i.e., co-tenant owners or community property owners), (b) from an Owner to a trust in which the transferring Owner is the current income beneficiary, (c) from an Owner to an entity wholly owned by the transferring Owner. The amount of the Initial Set-Up Assessment and the Transfer Assessment may be adjusted by the Board from time to time.

3.4 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.

and/or such Member's Lot as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot or Improvements into compliance with the provisions of the Project Documents, for damage caused by the Member, or any member of the Member's family, representatives or invitees, to any Common Area or any other portion of the Property, for the operation, maintenance, repair and replacement of the Common Driveway Lots, or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

3.7 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

3.8 Notice and Assessment Due Date. Except with regard to the Initial Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The Assessment installment schedule shall be the same for all Association Assessments. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, 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 Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

3.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members and to any Person in possession of a Lot not less than fifteen (15) days nor more than thirty (30) days before such meeting. Quorum requirements shall be as provided for in the Bylaws.

4.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court.

4.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any Mortgage except the lien of a First Mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article 4, the sale or transfer of any 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.

4.5 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 any mortgage upon a 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 Lot shall remain subject to this Declaration as amended.

4.6 Non-Exclusive Remedies. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be exclusive remedies, and the Association may pursue all other remedies available at law or in equity.

ARTICLE 5 RIGHTS TO COMMON AREAS

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

5.1.1 The right of the Association to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on the Common Area, including the right to Special Assessments;

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

5.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of the Class A and Class B Members has been recorded;

Design Guidelines. The Architectural Design Guidelines and the general instructions set forth in this Declaration shall govern the right of a Person or Owner to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or over the Property, including but not limited to any Lot. All Improvements by any Owner must be pre-approved in writing by the Committee prior to their construction or reconstruction. In the event any Improvements are damaged or completely destroyed, the Owner shall repair or reconstruct such Improvements in accordance with the Architectural Design Guidelines governing such repair or reconstruction. No Lots shall be permitted to remain in an unimproved condition, unless the Owner has received prior written approval from the Committee for a landscape plan.

All Lots shall be used exclusively for residential purposes and other appropriate uses permitted under any zoning ordinances applicable to the Property, provided such other appropriate uses are in compliance with local laws, rules, regulations and ordinances. No Lot, other than the Lot(s) used for irrigation or utility facilities and services, shall be improved except with residential structures and accessory structures as permitted under the Architectural Design Guidelines. This Declaration is not intended to serve as authority for the Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration and/or the Architectural Design Guidelines, and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration and the Architectural Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable.

6.2 Minimum Building Size. The primary residential structure on any Lot shall contain at minimum two thousand (2,000) square feet of interior living space, excluding porches, patios and garages. If the primary residential structure on a Lot contains more than one (1) story, the minimum square footage at grade shall be one thousand (1,580) square feet.

6.3 Setbacks. Subject to the requirements of the applicable ordinances of the City of Meridian and the rights of the Committee to approve the site plan for any Improvement to be constructed upon a Lot:

6.3.1 All residential structures shall be subject to the setbacks set forth in the Architectural Design Guidelines.

6.3.2 All other structures shall be subject to such setbacks as may be required by the Committee.

conformance with the landscape plan approved by the Committee within thirty (30) days after substantial completion of the primary residential structure, provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). All Owners shall install, maintain, repair and replace, in at least the Owner's front yard, a timer-controlled automated irrigation system, which shall be operated in accordance with any rules adopted by the Association. All landscaping plan must comply with the applicable ordinances of the City of Meridian. The rear yard landscaping must be completed within six (6) months of occupancy by Owner; provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). The Owner is responsible for landscaping and maintaining the strip of property between any pathway or sidewalk located on the Owner's Lot and the street running adjacent thereto. The Owners understand and agree that the centers of the tree(s), which the Owners shall plant, pursuant to the Architectural Design Guidelines, within the planter strip on their Lots or adjacent to their Lots, between the sidewalk and the streets, shall be four (4) feet from the back of the curb.

6.7 Mailboxes. Any mailbox or mailbox post or structure constructed by Grantor on a Lot for the purpose of providing a receptacle for mail delivered solely to that Lot, shall be deemed the property of the Owner of such Lot. The Owner shall maintain, repair and replace such mailbox, mailbox post or structure in good condition and repair, and of the same quality and design, at such Owner's sole cost and expense. In accordance with Article 2 hereof, an Owner shall obtain prior written approval from the Committee before modifying or replacing such Owner's mailbox or mailbox post, unless the replacement is identical to the original.

6.8 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 Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No business or home occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Committee), flashing lights or search lights shall be located, used or placed on the Property without the prior written approval of the Committee. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant ways, metals, bulk material and scrap shall be kept at all times in such containers and in areas approved by the

6.12 Animals/Pets.

6.12.1 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than four (4) domesticated dogs or domesticated cats may be kept on a Lot; and (c) any such Household Pets shall be properly restrained and controlled at any time they are within the Property. "**Household Pets**" as permitted hereby shall mean generally recognized household pets, such as domesticated dogs, domesticated cats, fish, birds, rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry, swine or waterfowl. Notwithstanding the foregoing, Household Pets shall not be kept which unreasonably bother or constitute a nuisance (defined below) to other Owners. As used in this paragraph, "nuisance" shall mean any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property. Excessive, continued or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the property shall also be deemed a nuisance. As used in this paragraph, "noisy animal" means any animal which habitually, constantly or frequently disturbs the sleep, peace or quiet of any Person. Owners shall contact Ada County Animal Control regarding noisy animals prior to complaining to the Board about such animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner or Occupant as a Limited Assessment. The Owner of a Property where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other property necessitated by such pet.

6.13 Construction and Temporary Structures. During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

6.14 Drainage. Ada County Highway District ("**ACHD**") is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over a portion of the following Lots: Lots 1 and 25, Block 1; Lot 1, Block 5; and portions of Lots 3, 4, 5, 6, 22, 23 and 24, Block 1 and portions of Lots 3, 4, 5, 6 and 7, Block 4, all as shown on the Phase 1 Plat.

All or a portion of said Lots are depicted on the Phase 1 Plat as being servient to the ACHD storm water drainage system pursuant to that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument No. 109053259 in the official records of Ada

across or under a Common Area Lot or an adjacent Lot. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. An Owner failing to perform the Owner's obligations under this Section shall be subject to Regular, Special and Limited Assessments provided for herein, as necessary for the Association to perform the Owner's responsibilities herein. Nevertheless, while the Association shall have the authority and power to take corrective actions by performing an Owner's obligations under this Section, the Association shall not have a duty or obligation to take such corrective actions.

6.16 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 Lot unless such system is approved by all government authorities having jurisdiction and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and Grantor (so long as Grantor owns one or more Lots).

6.17 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 Lot to the City of Meridian sewer system and pay all charges assessed thereon.

6.18 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 Committee, except for mechanical equipment shown in the plans approved by the Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

6.19 Signs. Except as specifically provided for in writing within the Project Documents, no more than one (1) sign shall be allowed on any Lot at any one time advertising the property for sale or to advertise the property during the course of construction. No sign of any kind shall be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. In addition, signs may also be allowed as follows:

6.19.1 The Association may erect and maintain uniform subdivision identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Committee. No other signs shall be placed or maintained upon the Common Area.

6.19.2 Directional and open house signs may be used during open house time period only.

6.19.3 All lot signs must be removed within thirty (30) days after occupancy.

respect to all or any portion of the Property, including but not limited to any and all portions of the Property subject to regulation by the U.S. Army Corps of Engineers as wetlands areas.

ARTICLE 7 EASEMENTS

7.1 Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set forth in this Declaration, as supplemented and amended from time to time.

7.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in the Common Area to such Owner's tenants, employees, family, guests or invitees.

7.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use.

7.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 7.4.

7.5 Maintenance and Use Easement between Walls and Property. Whenever the wall of a structure, a fence, eave or overhang constructed on a Lot pursuant to the Committee's approval is located within three (3) feet of the property line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such wall, fence, eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

7.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement including but not limited to fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees residing on or temporarily visiting the Property, for

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

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

7.11 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Declaration, as amended and supplemented from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 7, even though no specific reference to such easements or to this Article 7 appears in the instrument for such conveyance.

7.12 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

7.13 Maintenance Easement. An easement is hereby reserved to Grantor, which may be assigned by Grantor to the Association, and any member of the Board or manager, if any, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including but not limited to the right to enter upon any Lot for the purpose of performing maintenance to sidewalks, pathways, landscaping, the Drainage System and the exterior of Improvements to such Lot as required by the Project Documents.

ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION

8.1 Agreement for Alternative Dispute Resolution. Each Owner acknowledges that litigation is expensive, time consuming, frustrating and emotionally draining, and that such Owner would prefer to resolve any dispute such Owner may have with Association, the Committee and/or other Owners without litigation. This Article 8 is designed to provide a convenient, fair, timely and cost effective forum for resolving most disputes at the earliest possible juncture without the expense, delay, frustration and emotional drain of litigation. Therefore, each Owner agrees that any and all claims, disputes or other matters in question,

the Board declines to accept a Claim or any part thereof for resolution, the parties thereto may then pursue any lawful rights or remedies related thereto.

8.5 Mediation. If the Board orders mediation, the Board shall appoint a mediator who shall set the time, place and rules of the mediation. Each party subject to this Article 8 ordered by the Board to participate in the mediation shall do so in good faith. The mediator shall endeavor to hold the mediation at a mutually convenient time and location; provided, however, the mediator shall endeavor to complete the mediation within twenty-one days after the order for mediation. The parties shall share the mediator's fees equally. If any Owner fails to pay its share of the mediator's fees when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, and any party to a settlement agreement may seek judicial enforcement thereof at anytime. The mediator shall report the result of the mediation to the Board. If mediation fails to fully resolve a Claim, the Board may order arbitration of any unresolved part of such Claim in accordance with Section 8.6 hereof.

8.6 Arbitration. If the Board orders arbitration, the Board shall appoint an arbitrator who shall set the time, place, schedule and rules of the arbitration. The arbitrator may be any judge or attorney. Each party subject to this Article 8 ordered by the Board to participate in the arbitration shall do so in good faith and shall be bound by the result thereof. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute but may not order written discovery or depositions. The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five days after the order for arbitration. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees against a party if the arbitrator determines such party pursued a Claim or defense without good faith or without substantial foundation in fact or law. If any Owner fails to pay its share of the arbitrator's fees (but not any arbitrator's award) when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Idaho Uniform Arbitration Act, Idaho Code § 7-901 et seq. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, and any beneficiary of a judgment may seek judicial enforcement thereof at any time. If a legal or equitable proceeding is instituted to enforce an arbitrator's award, the prevailing party to such proceeding shall be entitled to recover attorneys' fees and costs.

8.7 Exemptions. This Article 8 shall not apply to (1) any legal action instituted in the Small Claims Division of the Fourth District Court in Ada County (commonly known as "Small Claims Court"), (2) any Claim that would otherwise be barred by the statute of limitations, (3) any suit by Grantor or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo, or (4) any Claim that does not relate such Owner's rights, responsibilities or obligations under the Project Documents; provided, however, the Board's decision to accept or reject a Claim (or part thereof) for resolution pursuant to Section

Each Owner by acceptance of a deed to any Lot or other portion of the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property or other property owned by Grantor and annexed to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Owners.

No provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property, including any subdivision or re-subdivision of the Property, or to construct Improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

10.2 Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests or invitees.

10.3 Water Rights Appurtenant to Subdivision Lands. Grantor hereby reserves unto itself any and all water rights appurtenant to the Property, and Owners of any and all Lots accordingly shall have no right, title or interest in any of said water or water rights.

10.4 Exemption for Architectural Review. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Committee. Lots owned by Grantor may remain in an unimproved condition.

10.5 Construction and Temporary Structures. Grantor or its authorized agents, to facilitate Lot sales, may place a temporary sales office or construction trailer of a portable nature upon any Lot.

10.6 Signs. Grantor is entitled to place signs of such size, design and number, as Grantor may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale, on any portion of the Property.

10.7 Regular Assessments. For two (2) years following the date assessments are first assessed against the Owners of Lots, Grantor shall not be assessed any Regular Assessments for any Lots owned by Grantor. However, during such two (2) year period, Grantor shall pay an amount equal to the Operating Expenses shortfall of the Association (the "**Shortfall Payment**"), which Shortfall Payment shall be the lesser of (i) the actual Operating Expenses Shortfall, or (ii) the Regular Assessments that Grantor would otherwise be assessed as an Owner of a Lot multiplied by the total number of Lots owned by Grantor on the date Regular Assessments are assessed against the Owners of Lots. After the foregoing two (2) year period, Grantor shall be assessed Regular Assessments for each Lot of which Grantor is an Owner.

Owners of Lots within annexed lands shall become Members of the Association with all rights, privileges and obligations as all other Members. Grantor shall not be obligated in any manner by this Declaration to annex additional lands to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex continuous tracts, it being the intention hereof that Grantor may decline to exercise the rights granted in this Article or may elect to exercise such rights only to a limited extent.

10.12 De-Annexation. Grantor shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, provided that Grantor is the owner of all property to be de-annexed. Such deannexation shall be effective upon Grantor's recordation of a supplement to this Declaration identifying the de-annexed lands and declaring that such lands shall no longer be subject to this Declaration.

ARTICLE 11 DEFINITIONS

11.1 "Abandoned or Inoperable Vehicle" means any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

11.2 "Amendment" has the meaning ascribed to it in Section 10.9.

11.3 "Architectural Design Guidelines" means the architectural design guidelines and rules promulgated, published, amended and supplemented from time to time pursuant to Article 2.

11.4 "Articles" means the Articles of Incorporation of the Association, as the same may be amended or revised from time to time.

11.5 "Assessments" means those payments required of Owners who are Association Members, including Regular, Special, or Limited Assessments.

11.6 "Association" means Bellano Creek Homeowners Association, Inc.

11.7 "Association Rules" means those rules and regulations promulgated by the Association governing conduct upon and use of the Property, the imposition of fines and forfeitures for violation of Association Rules, and procedural matters for use in the conduct of business of the Association.

11.8 "Board" means the Board of Directors of the Association.

11.9 "Building Envelope" means the area within a Lot where a residential structure and accessory structures may be located, always subject to the prior written approval of the Committee. Unless otherwise designated by Grantor, the Building Envelope shall be that portion of the Lot not located within legal setback areas or designated easements.

11.10 "Bylaws" means the Bylaws of the Association, as the same may be amended or revised from time to time.

11.21 "Limited Assessment" means a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including but not limited to damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner's Lot in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners.

11.22 "Lot" means a lot depicted on the Plats upon which Improvements may be constructed. For voting, membership and Assessment purposes herein, "Lot" shall not include any lots owned by the Association as Common Area.

11.23 "Member" means each Owner holding a membership in the Association, including Grantor.

11.24 "Mortgage" means any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

11.25 "Occupant" means any resident or occupant of a Lot other than the Owner, including but not limited to family members, guests, invitees and tenants.

11.26 "Operating Expenses" has the meaning ascribed to it in Subsection 3.4.1.

11.27 "Oversized Vehicles" means vehicles which are too high or too wide to clear the entrance of a normal residential garage door opening.

11.28 "Owner" means the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Lot that is a part of the Property, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

11.29 "Person(s)" means any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

11.30 "Phase 1 Plat" has the meaning set forth in the first recital of this Declaration

11.31 "Plat" means any subdivision plat covering any portion of the Property as recorded in the Ada County Recorder's Office, as the same may be amended by duly recorded amendments thereof.

11.32 "Project Documents" means the basic documents creating and governing the Property including but not limited to this Declaration, the Articles, Bylaws, Association Rules, the Architectural Design Guidelines and any other procedures, rules, regulations or policies

consented to such Amendment. Such Amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said Amendment.

12.3 Notices. Any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally, by fax 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, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association or to the address of such Person as contained in the Ada County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

12.4 Enforcement and Non-Waiver.

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

12.4.2 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both.

12.4.3 Violation of Law. Any violation of any federal, state 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.

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

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

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

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

12.7.3 Due Diligence; Acceptance of Lots "As-Is". Owner acknowledges that the information contained in the Project Documents is not a complete or exhaustive collection of information about the Property or any Lot. Each prospective Owner must conduct a full and complete due diligence of the Property and any Lot therein to such prospective Owner's satisfaction. Owner accepts title to the Lot(s) after conducting all necessary inquiries and due diligence. Owner further takes the Lot(s) "As-Is, Where-Is."

12.7.4 No Warranties. Owner acknowledges that no warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document between Grantor and an Owner.

12.7.5 Meridian Wastewater Treatment Facility. Owner acknowledges the existing City of Meridian wastewater treatment facility located on the west side of Ten Mile Road adjacent to the Property. Owner acknowledges that this facility is not a nuisance and its existence does not give rise to any liability on the party of Grantor or the City of Meridian.

Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including but not limited to future development requirements of governmental or municipal organizations claiming jurisdiction over the Property or how such requirements may impact the future development plans of the Property.

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DRAFT

City of Kuna

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

Council Findings of Fact & Conclusions of Law

To: City Council

File Numbers: 18-04-ZC (Rezone)

Location: NEC of Ten Mile Road & Lake Hazel Road, Meridian, Idaho

Planner: Troy Behunin, Planner III

Hearing date: April 2, 2019
Findings of Fact: April 16, 2019

Representative: **B & A Engineers**
5505 W. Franklin Rd.
Boise, ID 83705
208.342.5792
dacrawfod@baengineers.com

Owner: **Waters Edge Farm, LLC**
6152 W. Half Moon Ln.
Eagle, ID 83616
208.286.0520

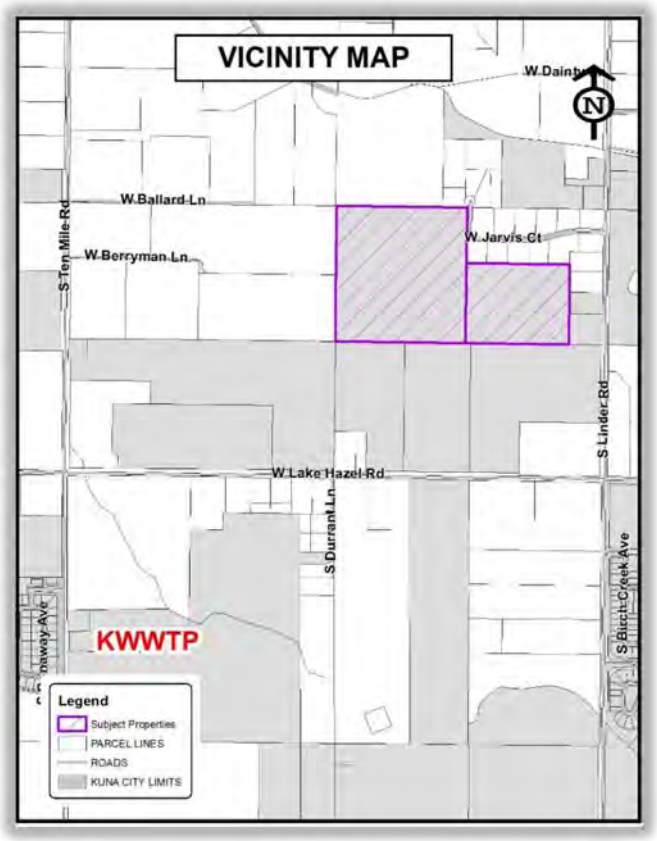

Table of Contents:

A. Process and Noticing
B. Applicants Request
C. Aerial map
D. Site History
E. General Project Facts
F. Staff Analysis
G. Applicable Standards
H. Procedural Background
I. Factual Summary
J. Comprehensive Plan Analysis
K. Kuna City Code Analysis
L. Recommendation of the Commission to City Council
M. Recommended Order of Decision
N. Findings of Fact and Conclusions of Law

A. Process and Noticing:

1. Kuna City Code 1-14-3 (KCC), Title 1, Chapter 14, Section 3, states that rezones are designated as public hearings, with the Commission as the recommending body, and the City Council as the decision making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Planning Act.

a. Notifications

i.	Neighborhood Meeting	August 14, 2018 (Eight persons attended)
ii.	Agency Comment Request	November 19, 2018
iii.	300' Property Owners	March 18, 2019
iv.	Kuna, Melba Newspaper	March 6, 2019
v.	Site Posted	March 14, 2019

B. Applicants Request:

1. **Request:**

On behalf of Waters Edge Farm, LLC, B & A Engineers (applicant), requests approval for a rezone of approximately 57.05 acres from A (Agriculture) to R-6, Medium Density Residential (MDR). These lots are known as Lot 17 and Lot 28, Block 1, of Patriot Ridge Estates. This site is located near the northwest corner of Lake Hazel and Linder Roads and are parcel No's R6934730350 and R6934730210, in Section 35, T3N, R 1W.

C. Aerial Map:

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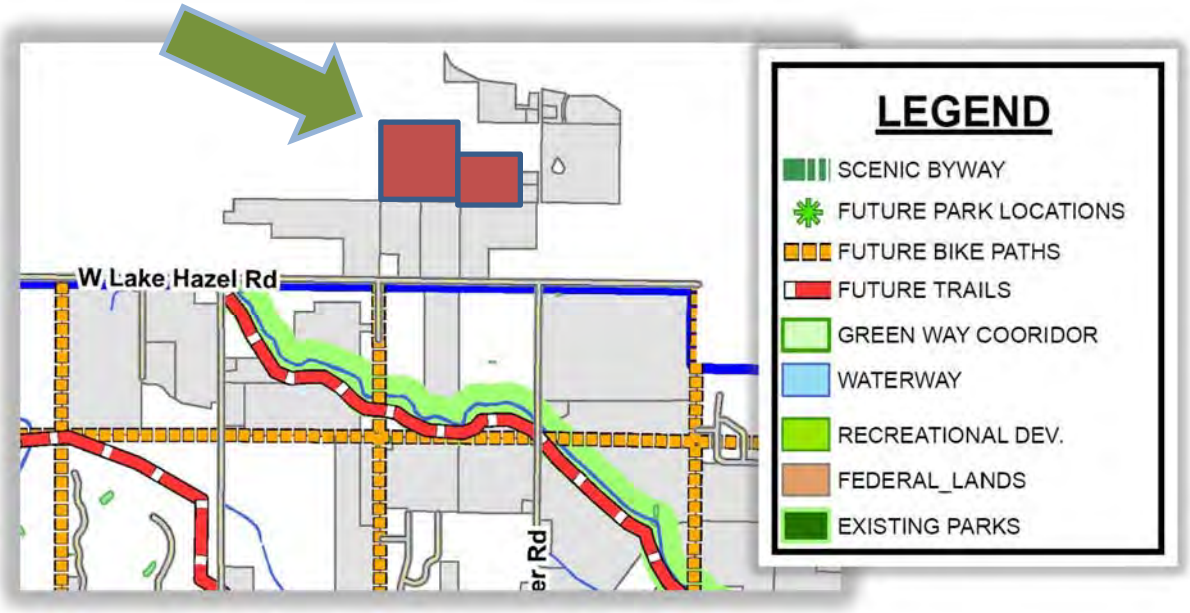
D. Site History:

This site was annexed into Kuna in 2009 (09-01-AN), and has historically been used for agricultural and farm purposes for many years. The site is adjacent to approved City subdivisions and platted County subdivisions.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comprehensive Plan Map) is intended to serve as a guide for the decision making body for the City. This map indicates a land use designation and it is not the actual zoning. The Comp Plan Map designation for this site was amended July 5, 2016, to Medium Density Residential (MDR).

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map does not indicate any pathway facilities in the area. However, with development the applicant will be required to provide continuation of pathways, trails and other accesses from other subdivisions approved before this application.



3. **Surrounding Land Uses:**

North	RUT	Rural Urban Transition – Ada County
South	R-6	Medium Density Residential - Kuna City,
East	RUT, R2	Rural Urban Transition, and Residential – Ada County
West	RUT	Rural Urban Transition – Ada County

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

Parcel Size (Approximately)	**Current Zone: (Ag.)** Agriculture	**Parcel Number**
18.17 acres	Ag – Kuna City	R6934730350
38.88 acres	Ag – Kuna City	R8468870305

5. **Services:**

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

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

There are no structures on site. The site has vegetation that is generally associated with an Agricultural field.

7. **Transportation / Connectivity:**

The eastern lot (lot 28) is near Linder Road however, has no touch to Linder Road. The west lot (lot 17) is adjacent to Jarvis Court.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts. The site's topography is generally flat with less than 3 percent slope. The prevailing slope if from the northeast to the southwest.

9. **Agency Responses:**

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

- City Engineer (Paul Stevens, P.E.) *Exhibit B 1*
- Ada County Highway District (Mindy Wallace) *Exhibit B 2*
- Boise Project Board of Control (Bob Carter) *Exhibit B 3*
- COMPASS (Carl Miller), *Exhibit B 4*
- Idaho Transportation Department (Sarah Arjona), *Exhibit B 5*
- Meridian Fire Department – Joe Bongiorno *Exhibit B-6*

F. Staff Analysis:

In September of 2009, these approximately 57.05 acres were annexed into Kuna city limits with an 'Ag' (Agricultural) zone, in preparation for future development. The site is adjacent and near other Kuna city subdivisions that are under construction or have been approved for development with an R-6 zone. The project has no connection to any classified roadways. All public utilities are in the vicinity, and the applicant or assigns will be required to provide all services to this subdivision, with future development.

The applicant seeks a rezone for approximately 57.05 acres from Agriculture (Ag.) to R-6, Medium Density Residential (MDR), in order to develop the property in the future. Applicant will need to follow the public hearing process for a preliminary plat to request subdividing the lands.

Long ago, the city of Kuna recognized the importance of the Ten Mile corridor and the critical role of the new Ten Mile Interchange at I-84, one of the biggest interchanges in the Treasure Valley funded by the Idaho Transportation Department (ITD) and the Ada County Highway District (ACHD) in anticipation of the growth along the Ten Mile corridor and neighboring areas. Furthermore, ACHD has completed a study for the south Ten Mile corridor that anticipates additional growth for this area and designated Ten Mile as a major arterial roadway. Additionally, the city of Kuna anticipated the roll of the interchange and growth for this area ahead of all agencies by placing one of Idaho's newest and most advanced waste water treatment plants a 1/4 mile south of Lake Hazel Road on Ten Mile in 2009. This site was anticipated to be a part of the service area for the Kuna sewer facility.

Furthermore, landowners have noticed the opportunity of the interchange, the treatment plant. Developers have responded by developing lands as an R-6 (MDR) subdivision directly west of the treatment plant and other subdivisions nearby. The developer for Memory Ranch (west of the plant) sized and built a lift-station for purposes of serving the entire region and placed it just 470 feet south of Lake Hazel. Furthermore, sewer lines have been installed from Ten Mile Road to Linder Road, in Lake Hazel for development purposes. If, this application is approved, development of this site will extend all of Kuna's services to the site and connect to this up-sized lift-station. In addition to Memory Ranch, phase one for the nearby R-6 subdivision (Springhill Subdivision at SEC of Linder and Lake Hazel) was recorded for last summer. Springhill is approximately 203 +/- acres and could bring 677 new homes to the area and is just 1,400 feet from this project (**See Exhibit C 1**).

Kuna has extensively planned for and studied this area since 2006. That planning effort has included a way to provide city services, installation of sewer and water lines, a complete Comprehensive Plan Text re-write, Comprehensive Plan and Planning Maps including lands between Lake Hazel and Amity, and the construction of the treatment plant. Many sections within Kuna's Comp Plan discuss and plan for the lands between Lake Hazel and Amity Roads, along with considerations for traffic, services and housing for the entire region. The lands in this application have been included (and designated as residential) on the planning Map and Area of City Impact (ACI) map since 2008. Furthermore, and in addition to Kuna's extensive planning, between 2012 and today, Kuna City and Meridian City have had numerous discussions about the ACI line between the cities. At the same time, Kuna was negotiating its own new ACI with Ada County. As a compromise, Kuna elected to withdraw from the debate over the mile between Lake Hazel and Amity, and eventually pulled the ACI line down to Lake Hazel. Prior to this application, Kuna's city limits existed above Lake Hazel Road. The Kuna planning map approved by City Council in August 2015 (***See Exhibit C 10***), identifies the lands in this application

as Medium Density, and the proposed rezone requests R-6 conforming to the map. As stated in their request for R-6, the applicant anticipates that if the rezone is approved, and a preliminary plat is placed forward, densities will actually be between 4-5 dwelling units an acre (DUA).

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No. 18-04-ZC, subject to the recommended conditions of approval listed in Section "L" of this report.

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.

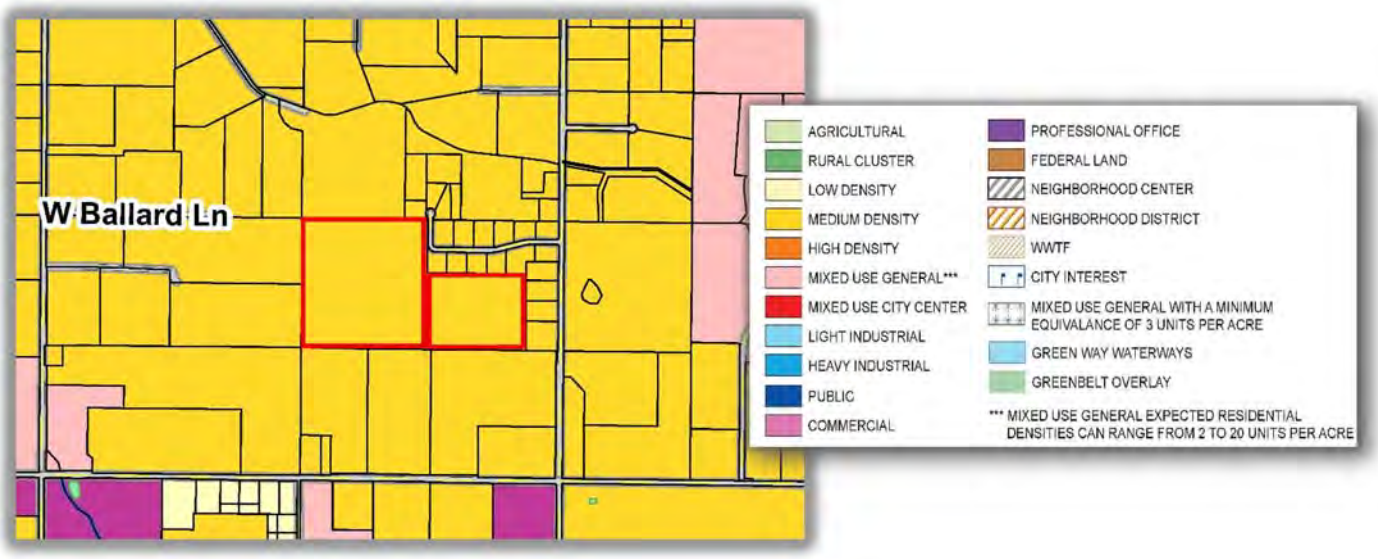
H. Procedural Background:

On April 2, 2019, the Council will consider Case No. 18-04-ZC, including the applications, agency comments, staff's report, application exhibits and public testimony presented or given.

I. Factual Summary:

This approximately 57.05 acre site is within Kuna City limits and is currently zoned Agriculture. This site is located near the northwest corner (NWC) of Lake Hazel Roads and Linder Road. These lots are known as Lot 17 and Lot 28, Block 1, of Patriot Ridge Estates. Applicant proposes a rezone from Ag (Agriculture) to R-6 (Medium Density Residential) for both lots.

J. Comprehensive Plan Analysis: The Council accepts the Comprehensive Plan components as described below:



The designation of Medium Density shown on the Planning Map (See above Map) for these parcels was amended in August of 2015 by Council. The proposed rezone for the site is consistent with the following Comprehensive Plan components:

Community Vision Statement:

Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, *multi-family* use facilities, and other mixed-use developments. Citizens anticipated the manufacturing area moving south and eastward between the Union Pacific Railroad Line and Kuna Mora Road (Page 21).

Housing:
Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. *They expressed interest in a mix of residential type dwellings applications; including single- family, multi-family, apartments and condominiums*. *They were receptive to a greater mix of lot sizes and house prices 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).

Comment: *The proposed rezone appears to follow the community vision and provides a way to achieve the housing goals as stated and adopted.*

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

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

Comment: *The proposed application complies with these elements of the comprehensive plan by providing a non-standard housing type meeting this goal.*

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

Medium Density Residential:
This designation describes areas where residential development densities generally range from four to eight units per acre. These areas will be made up of single-family homes, but may include townhomes, row houses duplexes and other types of multi-family land uses. Areas featuring these densities are generally located within the City Center and around Neighborhood Centers (Page 88).

Comment: *The proposed rezone request for an R-6 zone, appears to conform to the Comprehensive Plan and Planning Map approved by Council in August of 2015.*

Housing Goals and Objectives - Section 12 - Summary:
Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – 1.2, Pg. 163 12.4 and Pg. 165 – 2.1).

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

Comment: *Applicant proposes medium density residential which will contribute to availability of varied types and home sizes in a logical and orderly manner while providing a quality development.*

Community Design Goals and Objectives - Section 13 - Summary:
Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place.

Neighborhoods:
Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge. The Neighborhood Center will be the core of the neighborhoods churches, schools, and public facilities. The neighborhood centers will feature denser developments and multi-family residential development (Page 179).

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

K. Kuna City Code Analysis:

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

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

2. The site is physically suitable for a rezone to R-6 MDR.

Comment: *The 57.05 acre (approximate) project is a request for a rezone from Agriculture to R-6 (Medium Density) subdivision. The site appears to be compatible with the proposal.*

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

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

4. The Rezone proposal *is not* likely to cause adverse public health problems.

Comment: *The proposed Rezone for the property follows all Kuna City Codes. The medium density land use application requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

Comment: *The Council did consider the location of the property and adjacent uses. The subject property is in Kuna City limits and will be connected to the Kuna City central sewer and potable and pressure irrigation water systems. The current adjacent uses are both farms and residential uses and are adjacent to three major arterial roads.*

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

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

L. Recommendation of the Commission to City Council:

On February 26, 2019 the Commission voted to recommend approval to Council for Case No., 18-04-ZC, based on the facts outlined in staff's report and public testimony during the public hearing with the Planning and Zoning Commission of Kuna, Idaho, and hereby recommends *approval* for Case No. 18-04-ZC (rezone), a request from B &A Engineers to rezone and subdivide approximately 57.05 acres in Kuna City, subject to the following conditions of approval:

- Applicant will follow all conditions outlined within the staff report,
- Applicant will be limited to the R-6 zone, with a maximum density of 4.25 Dwelling Units, Per Gross Acre [D.U.G.A.].

M. Order of Decision by City Council:

18-04-ZC (Rezone), Based on the facts outlined in staff's report and the public testimony during the public hearing with the City Council of Kuna, Idaho, the Council hereby *approves* Case No. 18-04-ZC, a rezone request from B &A Engineers, with the following conditions of approval:

- Applicant shall follow the conditions as outlined in the staff memo as presented,
- Although R-6 is hereby approved, actual density shall be no greater than 4.25 units per acre with a gross density (D.U.G.A.) of 3, plus or minus one-half acre, for lots touching the existing contiguous lots within Patriot Ridge Subdivision.

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 Meridian Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Meridian Fire District are required.
    d. The *Nampa-Meridian* 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– At time of 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 requesting to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Irrigation System of the City (KMIS).
6. All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code.
7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage within/for the project shall comply with Kuna City Code.
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. 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.
12. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
13. Applicant shall follow the conditions as outlined in the staff memo as presented.
14. Although R-6 is hereby approved, actual density shall be no greater than 4.25 units per acre with a gross density (D.U.G.A.) of 3, plus or minus one-half acre, for lots touching the existing contiguous lots within Patriot Ridge Subdivision.
15. Developer/owner/applicant shall comply with all local, state and federal laws.

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

Based upon the record contained in Case No. 18-04-ZC, including the Comprehensive Plan, Kuna City Code, Staff's Report, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby ***approves or denies*** the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 18-04-ZC a request for rezone, by B & A Engineers, on behalf of Waters Edge Farm, LLC:

1. *The Kuna City* Council *approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

   Comment: *The Kuna Council will hold a public hearing on the subject applications on April 2, 2019, 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.* 18-04-ZC, *this proposal generally complies with the Comprehensive Plan and City Code.*

   Comment: *The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.*

3. *Based on the evidence contained in Case No.* 18-04-ZC*, this proposal generally complies with the City Code.*

   Comment: *The applicant has submitted a complete application, and following staff review the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

4. *Kuna's Council has the authority to approve Case No.* 18-04-ZC.

   Comment: *On April 2, 2019, Council will vote to approve Case No.* 18-04-ZC.

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

   Comment: *Notices were mailed out to land owners within 450 FT of the proposed project site on January 31, 2019, and a legal notice was published in the Kuna Melba Newspaper on January 16, 2019. The applicant placed signs on the property on March 14, 2019.*

DATED: this 16th day of April, 2019.

City of Kuna
City Council
Staff Memo

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

To: City Council

Case Numbers: 18-09-S (Preliminary Plat) - **Sapphire Ranch Subdivision**

Site Location: W. Park Avenue, Kuna, ID 83634.

Planner: Jace Hellman, Planner II

Hearing Date: April 16, 2019

Owner/Applicant: Victor Clark
214 South Cole Road
Boise, ID 83709
208.922.6460
victor@brightstarps.com

Representative: ALC Architecture
1119 East State Street, Suite 120
Eagle, ID 83616
208.514.2713
dougn@alcarchitecture.com

Representative: Corinne Graham
921 S. Orchard St, Suite 200
Boise, ID 83705
208.946.3874
cgraham@cswengineering.com

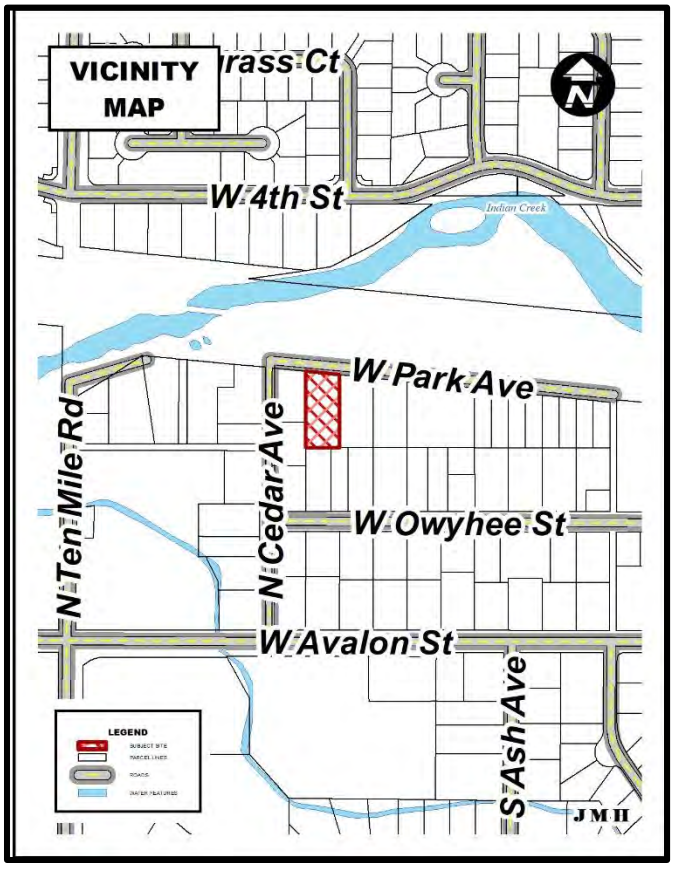


Table of Contents:

A. Process and Noticing
B. Applicants Request
C. Aerial Map
D. Site History
E. General Project Facts
F. Staff Analysis
G. Applicable Standards
H. Proposed Comprehensive Plan Analysis
I. Proposed Kuna City Code Analysis
J. Commission's Recommendation
K. Council's Order of Decision

A. Process and Noticing:

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

a. Notifications

i.	Neighborhood Meeting	July 12, 2018 (six people attended)
ii.	Agency Comment Request	November 5, 2018
iii.	400' Property Owners Notice	March 27, 2019

iv.	Kuna Melba Newspaper	March 27, 2019
v.	Site Posted	April 6, 2019

B. Applicant's Request:

Victor Clark requests to subdivide approximately 0.508-acres into three (3) single family buildable lots. The subject site is located on West Park Avenue, Kuna, ID 83634, within Section 23, Township 2 North, Range 1 West; (APN# R5070002532).

C. Aerial Map:

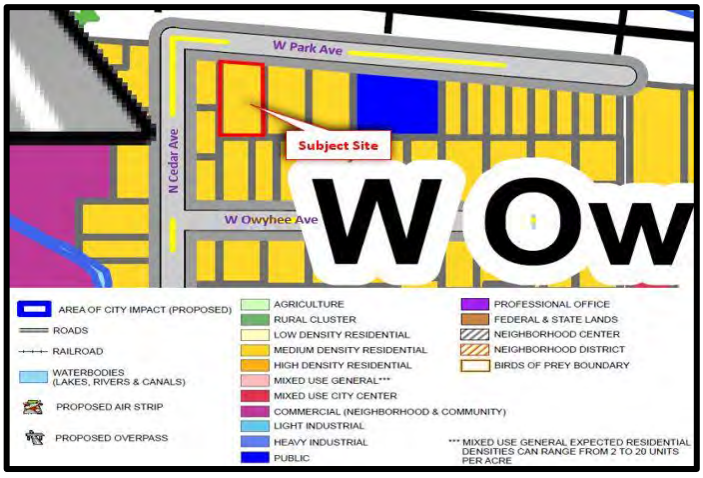
D. Site History:

This parcel is currently zoned R-6 within Kuna City Limits. A special use permit for one tri-plex was approved by the Planning and Zoning Commission on February 13, 2018. The property remains vacant.

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 Future Land Use Map identifies the 0.508-acre site as medium-density residential.

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates there are no future trails proposed through the subject site.



3. **Surrounding Land Uses:**

North	P	Public – Kuna City
South	R-6	Medium Density Residential – Kuna City
East	R-6	Medium Density Residential – Kuna City
West	R-6	Medium Density Residential – Kuna City

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

Property Owner	Parcel Size	Current Zone:	Parcel Number
Victor Clark	0.508	R-6 (Medium Density Residential)	R5070002532

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Irrigation – City of Kuna (KMIS)
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 proposed project site is generally vacant of any structures and vegetation on-site includes natural grasses and shrubbery associated with an ungraded, unimproved building lot. The site is relatively flat with an estimated average slope of 0% to 10%. Bedrock depth is estimated to be between 10 to 20 inches according to the USDA Soil Survey for Ada County.

7. **Transportation / Connectivity:**

Current access to site exists via an approximately 14-foot wide unimproved driveway onto West Park Avenue. The applicant has proposed a 24-foot wide shared driveway onto West Park Avenue from the site, located approximately 114-feet east of Cedar Avenue. The proposed shared driveway will accommodate all three residential homes. The project fronts West Park Avenue, which is improved with 2-travel lanes, 23-feet of pavement, and currently has no curb, gutter and sidewalk abutting the site. The only access to West Park Avenue is available via Cedar Avenue which exists as an improved 17-feet wide street section within 20-feet of right-of-way.

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:

- Boise Project Board of Control ..... Exhibit C-2
- Department of Environmental Quality ..... Exhibit C-3
- Idaho Transportation Department ..... Exhibit C-4
- Central District Health Department ..... Exhibit C-5
- Ada County Highway District ..... Exhibit C-6
- Kuna City Engineer/Public Works ..... Exhibit C-7

F. Staff Analysis:

A pre-application meeting was held for this project on March 28, 2018. The applicant, the applicant's representatives, Planning and Zoning and Public Works staff were in attendance to discuss the proposed project. A neighborhood meeting was held by the applicant for residents within the vicinity of the proposed

project on July 12, 2018. A recap of the neighborhood meeting is available within the packet under exhibit A2M.

The proposed project site was recently granted special use permit approval for a triplex to be located within an R-6 zone. Despite having approvals granted for the tri-plex, the applicant has made the determination to bring a different project forward that they feel, based on conversation with neighbors and testimony given at the public hearing regarding the overall size of the triplex, will satisfy the neighbors within the area. The proposed project now includes subdividing approximately 0.508-acres into three (3) single family buildable lots. The applicant has reserved the name Sapphire Ranch Subdivision.

The proposed shared driveway will not be included in the subdivision as its own separate lot. Rather, it will be placed within an easement that will stretch across all proposed lots. Staff would note that Kuna City Code and Ada County Highway District's Local Roadway Policy requires the applicant to construct the section of West Park Ave that is adjacent to the proposed project site as half of a 36-foot street section, which includes pavement widening, curb, gutter and a minimum of a 5-foot sidewalk.

The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The applicant has not identified streetlight locations on the preliminary plat. Applicant will be required to work with staff in order to comply with Kuna City code and install street lights with a maximum spacing of two hundred fifty (250) feet along the site's frontage. Street Lights as well as other public improvements required by Kuna City Code shall be shown on construction plans to be submitted and verified by staff and approved by the Public Works Department. These street lights must be LED and designed and installed according to "Dark skies" standards.

City services and facilities are within 300-feet of the subject site. The applicant will be required to make the connection to all city utilities. Additionally, the applicant will be required to conform to the City of Kuna's Master plan for water, sewer and irrigation.

Staff has determined the preliminary plat is in technical compliance with Kuna City Code, Title 5 and Title 6 and Idaho Statute § 67-6511; and complies with the goals and policies set in Kuna's Comprehensive Plan. The Planning and Zoning Commission voted 3-0 at their regularly scheduled February 12, 2019 meeting to recommend approval case no. 18-09-S to City Council, subject to the conditions of approval as stated in section "K" of this report.

G. Applicable Standards:

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

H. Proposed Comprehensive Plan Analysis:

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

2.0 – Property Rights

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

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

6.0 – Land Use

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

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

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.

I. Proposed Kuna City Code Analysis:

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

   Comment: *The proposed applications adhere/do not adhere to the applicable requirements of Title 5 and Title 6 of KCC.*

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

   Comment: *The 0.508-acre (approximate) site does/does not appear to be suitable for the proposed development.*

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

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

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

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

5. The application appears to *avoid/not avoid* detriment to the present and potential surrounding uses; and 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 preliminary plat request considers the location of the property and adjacent uses. The adjacent uses are residential.*

6. The existing and proposed street and utility services in proximity to the site *are/are not* suitable *or* adequate for a commercial development.

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

J. Commission's Recommendation:

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, recommended approval of Case No. 18-09-S (Preliminary Plat), a subdivision request from Victor Clark to subdivide approximately 0.508 acres into three (3) single family buildable lots subject to the following conditions of approval listed in section K of this staff report, including the following additional conditions:

- Applicant shall work with staff regarding the location of the fence on the west property line. (#14)
- Applicant shall work with the City Engineer and Staff to resolve any irrigation issues. (#15)
- Applicant shall work with neighbors to determine the feasibility of relocating existing trees along the west property line. (#16)

K. Council's Proposed Order of Decision:

Note: This motion is for the approval, conditional approval or denial of the preliminary 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/conditionally approves/denies Case No. 18-09-S (Preliminary Plat), a subdivision request from Victor Clark to subdivide approximately 0.508 acres into three (3) single family buildable lots subject to the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
   a. The City Engineer shall approve the sewer hook-ups.
   b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
   c. 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".
   d. 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.
   e. The Kuna Municipal Irrigation District and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
   f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
   g. 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. 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).
5. Connection to City Services (sewer, water and irrigation) is required. The applicant shall work with staff to conform to all corresponding Master Plans.
6. Curb, gutter and detached sidewalk shall be installed in accordance with Kuna City Code Title 5 Chapter 17 along the proposed project sites frontages.
7. Applicant shall work with staff in order to provide locations of street lights as required by Kuna City Code.
8. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
9. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
10. All signage within/for the project shall comply with Kuna City Code and shall be approved through the design review process.
11. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three (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.
12. If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat for approval.
13. 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.
14. Applicant shall work with staff regarding the location of the fence on the west property line.
15. Applicant shall work with the City Engineer and Staff to resolve any irrigation issues.
16. Applicant shall work with neighbors to determine the feasibility of relocating existing trees along the west property line.
17. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements.
18. Developer/owner/applicant shall comply with all local, state and federal laws.

City of Kuna
City Council
Proposed Findings of Fact and Conclusions of Law

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

Based upon the record contained in Case No. 18-09-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Council hereby *approves/denies* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 18-09-S (Preliminary Plat), a subdivision request from Victor Clark to subdivide approximately 0.508 acres into three (3) single-family lots.

If the City Council wishes to approve, deny or modify specific parts of the Findings of Facts and Conclusions of Law as detailed below, those changes must be specified.

1. Based on the evidence contained in Case No. 18-09-S, this proposal does generally comply with the City Code.

   Staff Finding: *The applicant has submitted a complete application, and following staff review for technical compliance the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

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

   Staff Finding: *Neighborhood Notices were mailed out to residents within 300-FT of the proposed project site on March 27, 2019 and a legal notice was published in the Kuna Melba Newspaper on March 27, 2019. The property was posted on April 6, 2019.*

3. *Based on the evidence contained in Case no. 18-09-S, this proposal does generally comply with the Comprehensive Plan.*

   Staff Finding: *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.*

4. The contents of the proposed preliminary plat application *does* contain all of the necessary requirements as listed in Kuna City Code 6-2-3: - Preliminary Plat.

   Staff Finding: *Review by Staff of the proposed preliminary plat confirms all requirements listed in KCC 6-2-3 were provided.*

5. The availability of existing and proposed public services and streets *can* accommodate the proposed development.

   Staff Finding: *Correspondence from Kuna Public Works and Ada County Highway District (exhibits C6 and C7) confirms that the streets and utility services are suitable and adequate to accommodate the proposed project.*

6. The proposed development *is* continuous with Master Utility Plans (Sewer/Water/Pressurized Irrigation).

   Staff Finding: *Correspondence from Kuna Public Works recommends the applicant be required to conform to the Master Sewer, Master Water and Master Irrigation Plans. However, the nearest pressurized irrigation main is located approximately 2,000 feet from the proposed entrance to Sapphire Ridge. The Planning and*

Zoning Commission has recommended that the applicant be conditioned to work with the City Engineer and Staff to resolve any issues regarding irrigation.

7. The public *does* have the financial capability to provide supporting services to the proposed development.

   Staff Finding: *Throughout the development of the project and beyond, connection fees, impact fees (Fire, Park and Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.*

8. The proposed project *does* consider health and safety of the public and the surrounding area's environment**.**

   Staff Finding: *Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. are required to be implemented as a part of this project. However, there are no sidewalks and few streetlights leading to the site. No major wildlife habitats will be impacted by the proposed development.*

DATED this 16th day of April, 2019.

received 9/10/18

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

Preliminary Plat Checklist

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

Project name: **Applicant:**

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

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

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

Exhibit A2

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)	18-04-S 18-36-DR
Project name	Sapphire Ranch Sub
Date Received	9/10/18
Date Accepted/ Complete	11/1/18
Cross Reference Files	
Commission Hearing Date	1/22/19
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: Victor Clark	Phone Number: (208) 922-6460
Address: 214 S Cole Road	E-Mail: victorc@brightstarps.com
City, State, Zip: Boise, ID 83709	Fax #:
Applicant (Developer): Same as Owner	Phone Number:
Address:	E-Mail:
City, State, Zip:	Fax #:
Engineer/Representative: Corinne Graham	Phone Number: (208) 946-3874
Address: 921 S. Orchard St, Suite 200	E-Mail: cgraham@cswengineering.com
City, State, Zip: Boise, ID 83705	Fax #:

Subject Property Information

Site Address: 1394 W Park Avenue, Kuna, ID 83634	
Site Location (Cross Streets): W Park Avenue / N Cedar Avenue	
Parcel Number (s): R5070002532	
Section, Township, Range: 23, 2N, 1W	
Property size : 0.508 acres	
Current land use: Vacant	Proposed land use: SF Residential
Current zoning district: R-6	Proposed zoning district: R-6

Exhibit A2a

Project Description

Project / subdivision name: Kuna Park Subdivision

General description of proposed project / request: Subdivision for 3 single family residential lots served by a common driveway

Type of use proposed (check all that apply):

- [X] Residential Single family
- [ ] Commercial
- [ ] Office
- [ ] Industrial
- [ ] Other

Amenities provided with this development (if applicable): N/A

Residential Project Summary (if applicable)

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

Please describe the existing buildings: Accessory structures

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

Number of residential units: 3 Number of building lots: 3

Number of common and/or other lots: 0

Type of dwellings proposed:

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

Minimum Square footage of structure (s): 2,060 SF

Gross density (DU/acre-total property): 5.91 Net density (DU/acre-excluding roads): 7.08

Percentage of open space provided: 10.2% Acreage of open space: 0.05 acres

Type of open space provided (i.e. landscaping, public, common, etc.): Landscape screening/buffer

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: 9/11/18

CSW
CIVIL SITE WORKS

September 11, 2018

City of Kuna Planning & Zoning Department
751 W. 4th Street
Kuna, ID 83634

RE: Preliminary Plat Narrative for Kuna Park Subdivision

To Whom It May Concern:

This narrative accompanies an application for a preliminary plat for a proposed 0.51-acre single-family residential subdivision located near the SE corner of N. Park Avenue and N. Cedar Avenue. The proposed development consists of three single-family residential lots served by a common driveway. The applicant for this project is Bright Star Property Services represented by Civil Site Works.

The project site is annexed into Kuna limits with a zoning designation of R-6. The proposed density of the project is 5.9 dwelling units per acre.

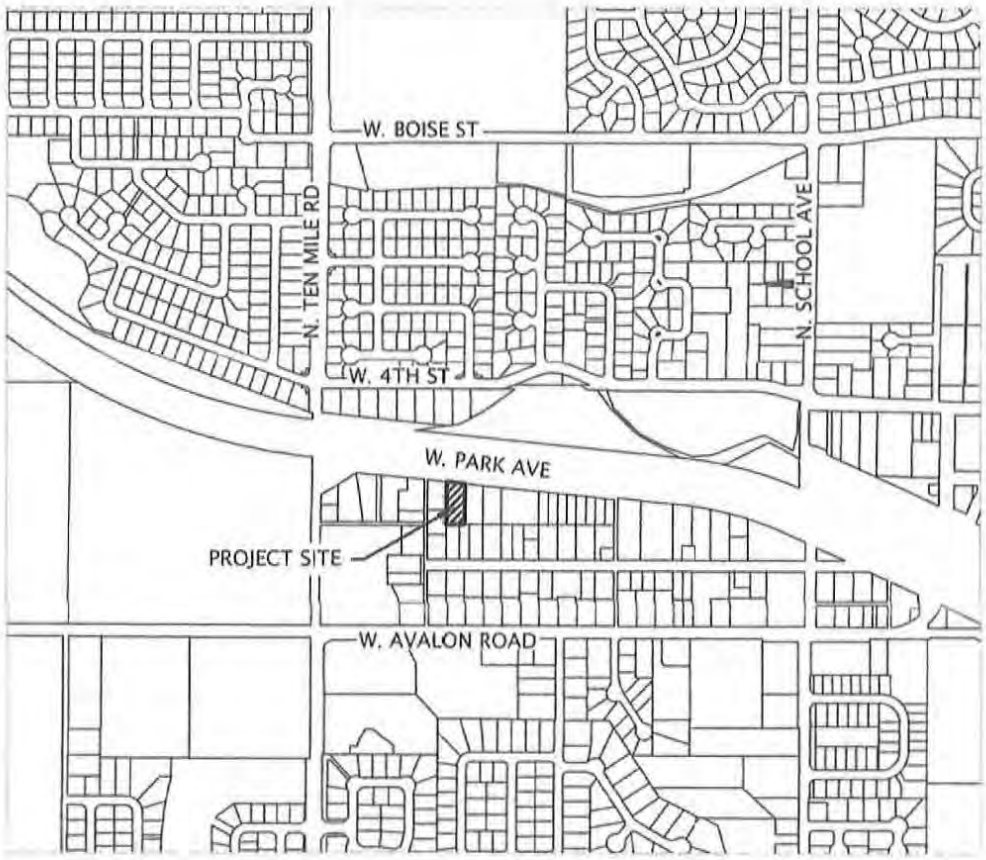
On behalf of the applicant, Bright Star Property Services, we appreciate your consideration and respectfully request approval of this planning application. Please contact me at (208) 946-3874 or cgraham@cswengineering.com with any questions regarding this application.

Respectfully,

Corinne M. Graham, PE
Principal
Civil Site Works LLC

921 S ORCHARD STREET SUITE 200
BOISE, ID 83705
(208) 946-3874
cgraham@cswengineering.com

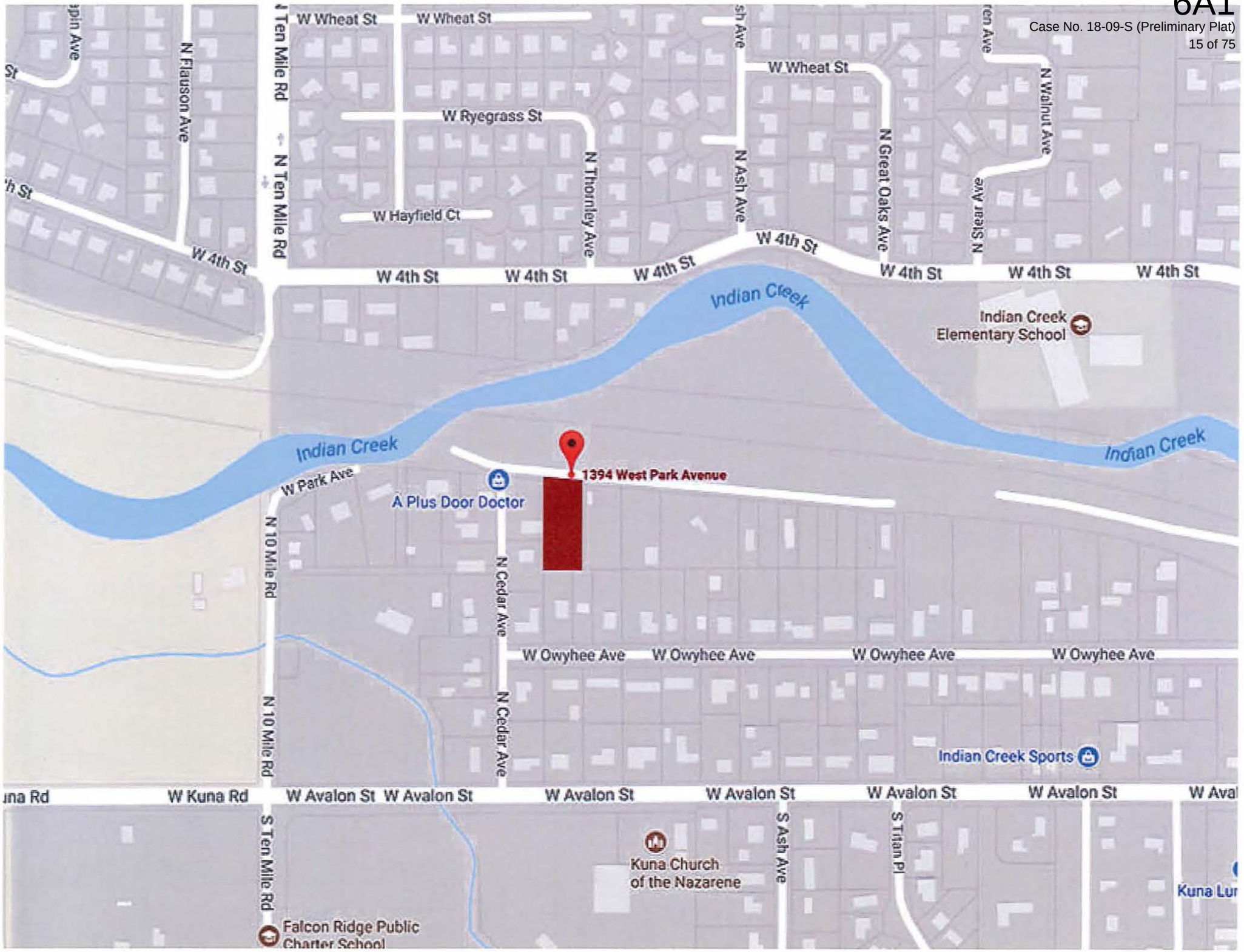
Exhibit
A2b



N

VICINITY MAP
SCALE: 1"=1000'

Exhibit
A20


W Wheat St
W Wheat St
W Wheat St
N Ten Mile Rd
N Ten Mile Rd
N Flauson Ave
W Ryegrass St
N Thornley Ave
N Ash Ave
N Great Oaks Ave
N Walnut Ave
W Hayfield Ct
W 4th St
W 4th St
W 4th St
W 4th St
W 4th St
W 4th St
W 4th St
Indian Creek
Indian Creek Elementary School
Indian Creek
Indian Creek
1394 West Park Avenue
W Park Ave
A Plus Door Doctor
N 10 Mile Rd
N Cedar Ave
W Owyhee Ave
W Owyhee Ave
W Owyhee Ave
W Owyhee Ave
N 10 Mile Rd
N Cedar Ave
Indian Creek Sports
W Kuna Rd
W Avalon St
W Avalon St
W Avalon St
W Avalon St
W Avalon St
W Avalon St
S Ten Mile Rd
Kuna Church
of the Nazarene
S Ash Ave
S Titan Pl
Falcon Ridge Public
Charter School

W Park Ave
W Owyhee St
N Cedar Ave
UNION PACIFIC

Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

1044 Northwest Blvd., Ste. G
Coeur d'Alene, ID 83814
P: (208) 714-4544
F: (208) 292-4453

141 1st Avenue East
Jerome, ID 83338
P: (208) 329-5303
F: (208) 324-3821

September 11, 2018
BOUNDARY DESCRIPTION

BASIS OF BEARINGS for this legal description is South 89°54'53" East, between the brass cap marking the southwest corner of Section 23, and the brass cap marking the S1/4 corner of Section 23.

A parcel of land located in Lot 9, Block 27, of the amended plat of the Townsite of Kuna, as shown on file in Book 4 of Plats, at Page 187, Ada County Records, and located in the SW1/4 of the SW1/4, of Section 23, T. 2 N., R. 1 W., B.M., City of Kuna, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the southwest corner of Section 23;

Thence South 89°54'53" East, coincident with the south line of said Section 23, a distance of 596.06 feet;

Thence North 0°05'35" East, coincident with the centerline of Cedar Street, 354.96 feet;

Thence South 89°54'37" East, coincident with the centerline of Owyhee Street, 109.88 feet;

Thence North 0°05'35" East, parallel with said centerline of Cedar Street, 219.98 feet to the **POINT OF BEGINNING**;

Thence North 0°11'33" East, 227.21 feet to the southerly right of way of Park Avenue;

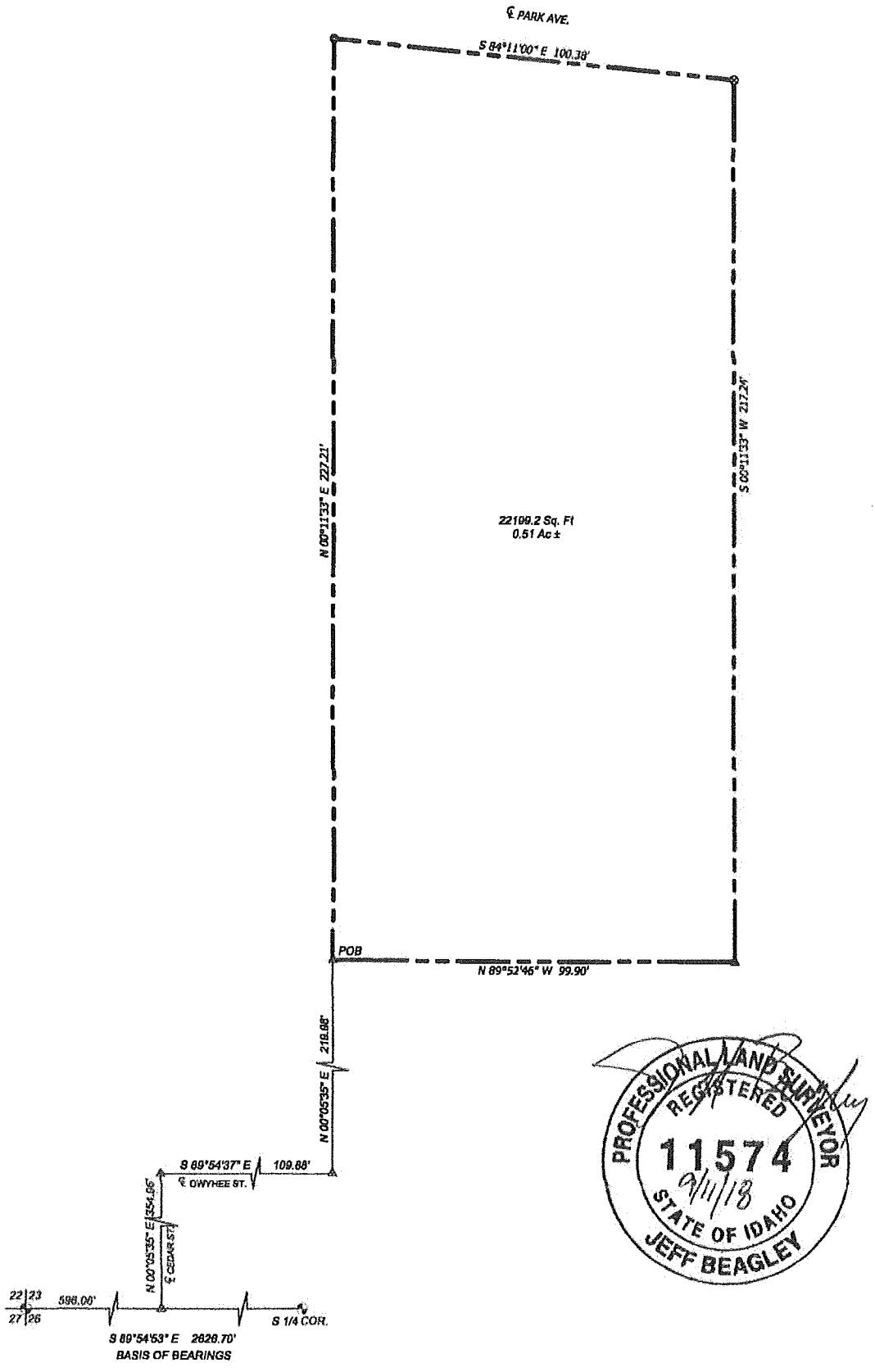
Thence South 84°11'00" East, coincident with said southerly right of way of Park Avenue, 100.38 feet;

Thence leaving said southerly right of way of Park Avenue, South 0°11'33" West, 217.24 feet;

Thence North 89°52'46" West, 99.90 to the **POINT OF BEGINNING.**

The above described parcel contains 0.51 acres more or less.

Exhibit A2e



PROJECT:	OWNER/DEVELOPER:		DWG #
KUNA TOPO		2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105	18280
			PROJECT# 18280
	DATE: 9/11/18	SAWTOOTH Land Surveying, LLC WWW.SAWTOOTHLS.COM	SHEET 1 OF 1

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 LISA BATT
TITLEONE BOISE
2017-051431
06/07/2017 01:12 PM
$10.00

TitleOne
a title & escrow co.

Order Number: 17291817

Warranty Deed

For value received,

Daniel E. Towell, an unmarried man

the grantor, does hereby grant, bargain, sell, and convey unto

Victor A. Clark, an unmarried man

whose current address is 214 S Cole Rd Boise, ID 83709

the grantee, the following described premises, in Ada County, Idaho, to wit:

Lot 9 in Block 27 of The Amended Plat of the Townsite of Kuna, according to the official plat thereof, filed in Book 4 of Plats at Page 187, records of Ada County, Idaho.

AND half of the alley lying South and adjacent to said premises, as vacated by instrument recorded March 10, 1986 as Instrument No. 8611725, records of Ada County, Idaho.

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

Dated: June 2, 2017

Daniel E. Towell

State of Idaho, County of Ada, ss.

On this 7th day of June in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel E. Towell, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public
Residing In: Christy Gerber
My Commission Expires: Residing: Meridian, ID
(seal) Commission Expires: 6/12/2021

CHRISTY GERBER NOTARY PUBLIC STATE OF IDAHO

Exhibit
A2f

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
) ss.
County of Ada)

I, Victor Clark (**Name**), 214 S. Cole RD (**Address**)
Boise (**City**), ID (**State**) (**Zip Code**)

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to _____ (Name) _____ (Address) to submit the accompanying application pertaining to that property.

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

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

Dated this 10th day of September, 2018

_____
Signature

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

_____
Notary Public for Idaho

Residing at: Ada County

My commission expires: 6/20/2024

MARY ALLISON CLARK NOTARY PUBLIC STATE OF IDAHO

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

City of Kuna
COMMITMENT TO PROPERTY POSTING

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

The sign (s) shall be removed no later than three (3) days after the end of the public hearing for which the sign (s) had been posted.

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8

Corinne St | 9-11-18

Applicant/agent signature | Date

Exhibit A29

From: Marcus Beagley
Sent: Monday, October 29, 2018 8:27 AM
To: Corinne Graham
Subject: FW: Sapphire Ranch Subdivision Name Reservation

FYI

Regards,
Marcus Beagley
Project Manager
Sawtooth Land Surveying, LLC
Land Surveying | Planning | 3D HDS Scanning
D: 208.287.8476 • F: 208.398.8105 • C: 208.899.3953
Office Locations: Emmett, ID | Coeur d'Alene, ID | Jerome, ID
Idaho | Oregon | Nevada

This e-mail, including attachments, may include confidential and/or proprietary information, and may be used only by the person or entity to which it is addressed. If the reader of this e-mail is not the intended recipient or his or her authorized agent, the reader is hereby notified that any dissemination, distribution or copying of this e-mail is prohibited. If you have received this e-mail in error, please notify the sender by replying to this message by e-mail, or phone and destroy any and all copies of the correspondence and attachments.

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Wednesday, October 24, 2018 12:07 PM
To: Marcus Beagley <marcus@sawtoothls.com>
Cc: Carl Porter <carl@sawtoothls.com>
Subject: Sapphire Ranch Subdivision Name Reservation

October, 24, 2018

Carl Porter Sawtooth Land Surveying
Marcus Beagley, Sawtooth Land Surveying

RE: Subdivision Name Reservation: **SAPPHIRE RANCH SUBDIVISION**

At your request, I will reserve the name **Sapphire Ranch 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: Marcus Beagley [mailto:marcus@sawtoothls.com]
Sent: Thursday, October 18, 2018 10:34 AM
To: Sub Name Mail
Cc: Corinne Graham; Carl Porter
Subject: Subdivision Name Reservation

Hello,

Please reserve the following subdivision names;

Sub Name: Amber Meadows Subdivision
SW ¼ of Section 19, T4N, R2E
Parcel Number: R1753001675
Developer: Bright Star Property Services
PLS: Carl Porter

Sub Name: Sapphire Ranch Subdivision
SW ¼ of Section 23, T2N, R1W
Parcel Number: R5070002532
Developer: Bright Star Property Services
PLS: Carl Porter

Thank you!

Regards,
Marcus Beagley
Project Manager
Sawtooth Land Surveying, LLC
Land Surveying | Planning | 3D HDS Scanning
D: 208.287.8476 • F: 208.398.8105 • C: 208.899.3953
Office Locations: Emmett, ID | Coeur d'Alene, ID | Jerome, ID
Idaho | Oregon | Nevada

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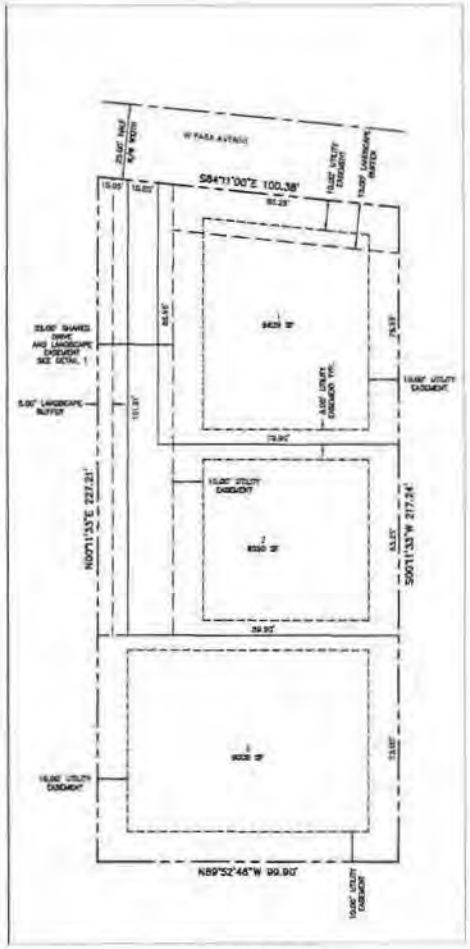
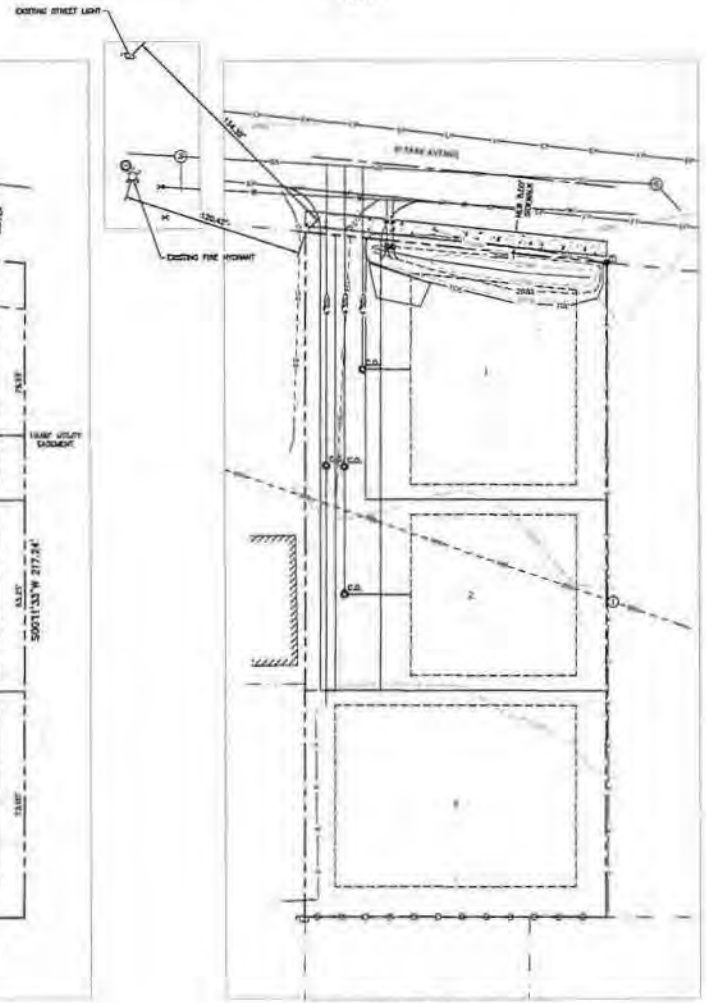
PRELIMINARY PLAT FOR
SAPPHIRE RANCH SUBDIVISION

LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 23
TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M.
CITY OF KUNA, ADA COUNTY, IDAHO
2018

SCALE: 1" = 20'



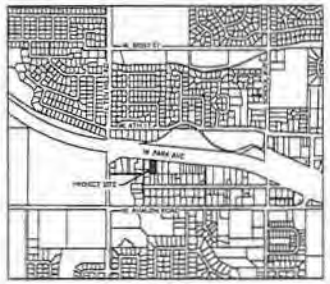
LOT DIMENSIONS



PRELIMINARY IMPROVEMENT PLAN

LEGEND

- SUBDIVISION BOUNDARY
- ROAD CENTERLINE
- PROPOSED LOT LINE
- UTILITY EASEMENT LINE
- LOT NUMBER
- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- NEW SANITARY SEWER SERVICE
- NEW DOMESTIC WATER SERVICE
- EXISTING MAJOR CONTOUR (5')
- EXISTING MINOR CONTOUR (1')



VICINITY MAP
SCALE: 1"=1000'

LOT SUMMARY		
	NUMBER	AREA (AC)
SINGLE FAMILY RESIDENTIAL	3	0.51

SITE DATA

SITE AREA = ±0.51 ACRES
CURRENT LAND USE ZONE: R-6
PROPOSED LAND USE, ZONE: R-6

SETBACKS

FRONT SETBACK	20 FEET
STREET SIDE SETBACK (PARK AVE)	20 FEET
SIDE SETBACK	5 FEET
REAR SETBACK	15 FEET

AREA CALCULATIONS

MINIMUM LOT SIZE	8,580 SF
AVERAGE LOT SIZE	7,669 SF
RESIDENTIAL DENSITY	5.9 DU/AC

NOTES

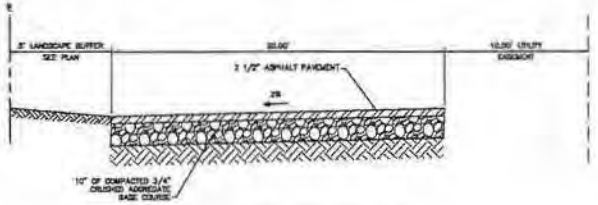
1. MAINTENANCE OF THE COMMON DRIVEWAY SHALL BE SHARED BY ALL INDIVIDUAL LOT OWNERS WITHIN KUNA PARK SUBDIVISION.
2. DIRECT LOT ACCESS TO W. PARK AVENUE IS PROHIBITED.
3. ANY RESUBDIVISION OF THE PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF KUNA STANDARDS FOR THE APPLICABLE ZONE, R6.

DEVELOPER
VICTOR CLARK
BRIGHT STAR PROPERTY SERVICES
214 S. COLE ROAD
BOISE, ID 83709
(208) 922-8480

CIVIL ENGINEER
CORBINE GRAHAM, PE
CIVIL SITE WORKS, LLC
604 W. RICHMOND STREET
BOISE, ID 83705
(208) 948-3874

SURVEYOR
CARL PORTER, PLS
SAWTOOTH LAND SURVEYING LLC
2026 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 286-8104

UTILITY / PUBLIC SERVICE PROVIDERS	
ELECTRICITY	IDAHO POWER
GAS	INTERMOUNTAIN GAS
TELEPHONE	CENTURY LINK/CABLE ONE
SEWER	CITY OF KUNA
WATER	CITY OF KUNA
IRRIGATION	NO SURFACE WATER DELIVERY AVAILABLE
FIRE	KUNA FIRE DISTRICT
SCHOOL DISTRICT	KUNA SCHOOL DISTRICT



COMMON DRIVE TYPICAL SECTION (1 / PP1.0)
SCALE: NOT TO SCALE

IDAHO REGISTERED ENGINEER 16970 10-30-18 STATE OF IDAHO CORBINE M. GRAHAM

CSW CIVIL SITE WORKS
604 W. RICHMOND STREET
BOISE, ID 83705
(208) 948-3874

DESIGNED	C. GRAHAM
DRAWN	C. GRAHAM
CHECKED	C. GRAHAM
APPROVED	C. GRAHAM

PREPARED FOR:
VICTOR CLARK
BRIGHT STAR
214 S. COLE ROAD
BOISE, ID 83709

SAPPHIRE RANCH SUBDIVISION
W. PARK AVENUE, KUNA, ID
PRELIMINARY PLAT

CSW PROJECT NO. 18023
DRAWING DATE: 10/30/2018

PP1.0

Exhibit A2L

ALC architecture Collaborative

RECEIVED
JUL 05 2018
CITY OF KUNA

July 2, 2018

Dear Resident,

Kuna requires an opportunity for a meeting between the applicant of a development proposal and the residents of the neighborhood in which the development site is located. The meeting shall occur prior to formal submittal of the development application to the City. This letter is such notice of an opportunity to review and discuss a 3 house subdivision on the property located at 1394 W. Park Avenue Kuna, Idaho 83634. This is not a public hearing; public officials will not be present. If you have any questions regarding this Kuna Code neighborhood meeting requirement, please contact the Planning & Zoning Services Department at 208-922-5274. If you have questions about the development project, please contact the representative listed below. Please Note: There was this same meeting on April 24th and we will be discussing the same proposal. If you were at the last meeting, there will be no new information as far as what is being proposed.

Purpose:
To review and provide comments regarding a new 3 house subdivision located at 1394 W. Park Avenue Kuna, Idaho 83634.

When:
Thursday July 12, 2018 at 6:00 PM

Where:
Location: 1394 W. Park Avenue Kuna, Idaho 83634

Project Description:
We are proposing a new subdivision consisting of (3) single family detached homes on the property above. We have included a copy of the vicinity plan and schematic site plan for your review.

If you have questions about the meeting or proposed development project, please contact Eric Anderson at *ALC Architecture, 1119 E. State St. Suite 120 Eagle, Idaho 83616; 208.514.2713*

Thank you,

Eric Anderson
ALCollaborative Architecture
eric@alcarchitecture.com

Exhibit A2m

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: (3) Single-family, one-story houses

Date and time of neighborhood meeting: Thursday, July 12th 2018 at 6:00PM

Location of neighborhood meeting: 1394 West Park Avenue, Kuna, Idaho 83634

SITE INFORMATION:

Location: Quarter: ____ Section: 2N Township: 1W Range: 2E Total Acres: .508

Subdivision Name: Kuna Townsite AMD Lot: 09 Block: 27

Site Address: 1394 W Park Avenue, Kuna, ID 83634 Tax Parcel Number(s): R5070002532

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

CURRENT PROPERTY OWNER:

Name: Victor Clark

Address: 214 S. Cole Road City: Boise State: ID Zip: 83709

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

Name: Doug Newell Business (if applicable): ALC Architecture

Address: 1119 E. State St., Suite 120 City: Eagle State: ID Zip: 83616

PROPOSED USE:

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

Application Type - Design Review

Annexation
Re-zone
Subdivision (Sketch Plat and/or Prelim. Plat)
Special Use
Variance
Expansion of Extension of a Nonconforming Use
Zoning Ordinance Map Amendment

Brief Description

3 single-family, one-story houses on an R-6 LA.

APPLICANT:

Name: Doug Newell (ALC Architecture.)
Address: 1119 E. State Street, Suite #120
City: Eagle State: ID Zip: 83616
Telephone: 208-514-2713 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) [signature] Date 7/12/18

SIGN IN SHEET

PROJECT NAME: Kuna Park Ave Houses

Date: 7/12/18

	Name	Address	Zip	Phone
1	Glenda Sanders	260 Cedar	83646	602 8960
2	Jeff Marler	"	"	~~602~~ 731-2730
3	MEL CARR	1343 W PARK	83646	707-499-1160
4	Doug Newell			
5	Tim Cox	1371 W. 4th St		
6	Jeanette Griggs	1343 W. Park Ave.	85634	(208) 869-2482
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Neighborhood Meeting Notes/Recap (7/12/18) – Sapphire Ranch

- Neighbors are supportive of the development of the empty lot with site improvements that come with it.
- East neighbor expressed concern over the spacing of houses. Believing there wasn't enough room to fit 3 houses on the lot. (Although we have measured and placed houses that will fit as per submitted plans).
- West neighbor expressed concern about property line location. (Part of their driveway and yard is over the property line). Talked with owner about possibly keeping some of their driveway and yard. Not doable without property line adjustment.
- Discussions about where the driveway for the new development will go. It is proposed for 5' from the existing property line.
- Neighbors expressed concerns about increased traffic flow coming onto the street (single-lane road in and out).
- Worried about new kids moving in there so close to the train tracks.
- Overall, the neighbors are excited for new development in area despite some minor concerns.

Jace Hellman

From: Jace Hellman
Sent: Monday, November 5, 2018 3:03 PM
To: ACHD; Ada County Engineer; Adam Ingram; Becky Rone - Kuna USPS Addressing; Bob Bachman; Boise Project Board of Control (TRitthaler@boiseproject.org); Cable One t.v.; Central District Health Dept. CDHD; COMPASS; DEQ (Alicia.martin@deq.idaho.gov); Eric Adolfson; Idaho Power; Idaho Power; Idaho Power Easements 1; 'Idaho Power Easments 2'; Intermountain Gas; J&M Sanitation - Chad Gordon; jmcdaniel@adaweb.net; Julie Stanely - Regional Address Mgmt.; Ken Couch: Idaho Transportation Department; Kuna Postmaster - Marc C. Boyer; Kuna School District; Kuna School District; Kuna School District; Lisa Holland; Megan Leatherman; Nampa Meridian Irrigation District; New York Irrigation; Paul Stevens; Perry Palmer; Planning Mgr: Ada County Development Services; Terry Gammel
Subject: Kuna Planning and Zoning Request for Comment - Case No. 18-09-S (Preliminary Plat) - Sapphire Ranch Subdivision
Attachments: Agency Transmittal Packet 11.5.18.pdf

November 5, 2018

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

File Number & Case Name:	18-09-S (Preliminary Plat) Sapphire Ranch Subdivision.
Project Description	Victor Clark requests to subdivide an approximate 0.51-acre parcel into three buildable single-family lots. The subject site is zoned R-6 (Medium-Density Residential) and is located at 1394 W. Park Avenue, Kuna, ID 83634, within Section 23, Township 2 North, Range 1 West; (APN# R5070002532).
Site Location	1394 W. Park Avenue, Kuna, ID 83634
Owner/Applicant	**Victor Clark** 214 S. Cole Road Boise, ID 83709 208-922-6460 victorc@brightstarps.com
Representative	**Corinne Graham** 921 S. Orchard St, Suite 200 Boise, ID 83705 208-946-3874 cgraham@cswengineering.com
Public Hearing Date	Tuesday, **January 22, 2019** 6:00 pm Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634

Exhibit
C1

Staff Contact	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989

Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. **If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you.** If your agency needs additional time for review, please let our office know as soon as possible. *No response within 15 business days will indicate you have no objection or comments for this project.*

Thank you!

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

City of Kuna
Planning & Zoning Department

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
www.kunacity.id.gov

Agency Transmittal

November 5, 2018

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RICHARD DURRANT
CHAIRMAN OF THE BOARD

CLINTON PLINE
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

RECEIVED
NOV 08 2018
CITY OF KUNA

06 November 2018

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

RE: Sapphire Ranch Sub **18-09-S**
1394 W. Park Ave, Kuna 83634
Boise-Kuna Irrigation District No Water Right
South Railroad Lateral 188+50
Sec. 23, T2N, R1W, BM.

Jace Hellman, Planner II:

There are no Boise Project facilities located on the above-mentioned property and our records indicate that the property does not have a water right.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Management / GIS

tbr/tr

cc: Ray Moore Watermaster, Div; 3 BPBC
Lauren Boehlke Secretary – Treasurer, BKID
File

Exhibit
C2

STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE
1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

received
11.15.18

DEQ Response to Request for Environmental Comment

Date:	*November 15, 2018*
Agency Requesting Comments:	*City of Kuna*
Date Request Received:	*November 5, 2018*
Applicant/Description:	*Pre-Plat Sapphire Ranch Subdivision 18-09-S*

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at http://www.deq.idaho.gov/ieg/.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. *Air Quality*

- *Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).*

  The property owner, developer, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

  Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

  For questions, contact David Luft, Air Quality Manager, at 373-0550.

2. *Wastewater and Recycled Water*

- *DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.*

- *IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.*

  All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

Exhibit
C3

- *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
aaron.scheff@deq.idaho.gov
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

ec: TRIM 2018AEK178

received
11.19.18

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

November 19, 2018

Jace Hellman
City of Kuna, Planning and Zoning Department
751 W. 4th St.
Kuna, ID 83634

VIA EMAIL

Development Application	**18-09-S**
Project Name	**SAPPHIRE RANCH SUBDIVISION**
Project Location	1394 West Park Avenue, west of SH-69 milepost 2.20
Project Description	Subdivide an approximate 0.51- acre parcel in three buildable single-family lots.
Applicant	Victor Clark
Representing	Corinne Graham

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. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
3. 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.
4. ITD does not object to the preliminary plat as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov

Exhibit
C4

CENTRAL DISTRICT HEALTH DEPARTMENT

Environmental Health Division

Return to:
- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☒ Kuna
- ☐ Meridian
- ☐ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 18-09-S

Sapphire Ranch

RECEIVED
NOV 21 2018
CITY OF KUNA

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- ☐ high seasonal ground water
- ☐ bedrock from original grade
- ☐ waste flow characteristics
- ☐ other _____

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☒ 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
- ☒ central sewage
- ☐ interim sewage
- ☐ individual sewage
- ☐ community sewage system
- ☒ central water
- ☐ individual water
- ☐ community water well

☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
- ☒ central sewage
- ☐ sewage dry lines
- ☐ community sewage system
- ☒ central water
- ☐ community water

☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 12. We will require plans be submitted for a plan review for any:
- ☐ food establishment
- ☐ beverage establishment
- ☐ swimming pools or spas
- ☐ grocery store
- ☐ child care center

☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

☐ 14. _____ Reviewed By: Lou Pardy

_____ Date: 11/16/18

Exhibit
C5

ACHD
Committed to Service

Sara M. Baker, President
Rebecca W. Arnold, Vice President
Jim D. Hansen, Commissioner
Kent Goldthorpe, Commissioner
Paul Woods, Commissioner

November 30, 2018

(Via email)

To: Victor Clark
214 S Cole Road
Boise, ID 83709

Representative: Civil Site Works Engineering
Corinne Graham
921 S Orchard Street, Ste. 200
Boise, ID 83705

Subject: KPP18-0014/ Sapphire Ranch
Preliminary plat consisting of three lots

This is a staff level approval of a preliminary plat for the Sapphire Ranch Subdivision. On December 21, 2017 the Ada County Highway District reviewed and approved this site as part of Kuna Townhomes/ KUNA17-0016/ 17-06-SUP/ 17-19-DR. The site-specific conditions of approval also apply to KPP18-0014/ Sapphire Ranch Subdivision.

The applicant will be required to pay all applicable platting and review fees prior to final approval.

If you have any questions, please contact me at (208) 387-6171.

Sincerely,

Stacey Yarrington
Planner III
Development Services

Attach: KUNA17-0016

cc: Project File
City of Kuna (via email)
Civil Site Works Engineering (via email)

Exhibit
C6

Request for Appeal of Staff Decision

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.

Development Services Department

ACHD
Committed to Service

Project/File: **Kuna Townhomes/ KUNA17-0016/ 17-06-SUP/ 17-19-DR**
This is a special use permit and design review application to construct a triplex of townhomes, located on 0.5-acres.

Lead Agency: City of Kuna

Site address: 1394 W Park Avenue

Staff Approval: December 21, 2017

Applicant: Victor Clark
214 S Cole Road
Boise, ID 83709

Representative: ALC Architecture
Troy Lachcik
1119 E State Street, Ste. 120
Eagle, ID 83616

Staff Contact: Stacey Yarrington, Planner III
Phone: 387-6171
E-mail: syarrington@achdidaho.org

A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of a special use permit and design review application to construct a triplex of townhomes. The site is currently zoned R-6 (Medium density Residential), and the applicant's proposal is consistent with the City of Kuna's comprehensive plan.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Public (railroad tracks)	P
South	Medium density Residential	R-6
East	Medium density Residential	R-6
West	Medium density Residential	R-6

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 0.0 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 currently no roadways, bridges or intersections in the general vicinity of the project that are currently 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 17 vehicle trips per day; 2 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 9th edition.

2. **Condition of Area Roadways**
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Bridge Avenue	0-feet	Minor Arterial	445	Better than "E"
Avalon Street	0-feet	Minor Arterial	513	Better than "E"
Cedar Avenue	0-feet	Local	N/A	N/A
Park Avenue	100-feet	Local	N/A	N/A

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

3. **Average Daily Traffic Count (VDT)**
Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Bridge Avenue south of Main Street was 8,792 on 04/19/2017.
- The average daily traffic count for Avalon Street west of Shoreline Street was 9,685 on 04/19/2017.

C. Findings for Consideration

1. Park Avenue

a. **Existing Conditions:** Park Avenue is improved with 2-travel lanes, 23-feet of pavement and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Park Avenue (25-feet from centerline). Park Avenue is a dead-end street east of the site, and the only access to Park Avenue is from Cedar Avenue.

b. **Policy:**
Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 50-feet wide and that the standard street section shall be 36-feet (back-of-curb to back-of-curb). The District will consider the utilization of a street width less than 36-feet with written fire department approval.

Standard Urban Local Street—36-foot to 33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 36-feet (back-of-curb to

back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot concrete sidewalks on both sides and shall typically be within 50-feet of right-of-way.

The District will also consider the utilization of a street width less than 36-feet with written fire department approval. Most often this width is a 33-foot street section (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Half Street Policy: District Policy 7207.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-feet), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

c. **Applicant's Proposal:** The applicant is proposing to improve Park Avenue with curb, gutter, and sidewalk abutting the site.

d. **Staff Comments/Recommendations:** The applicant should be required to construct Park Avenue as ½ of a 36-foot street section including pavement widening, curb, gutter, and minimum 5-foot wide sidewalk abutting the site.

   The applicant should provide a permanent right-of-way easement to 2-feet behind back of curb for any sidewalk placed outside of the dedicated right-of-way. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

2. Cedar Avenue

Cedar Avenue is currently improved with 17-feet of pavement within 20-feet of right-of-way; and is functioning as an alley from Park Avenue south to Avalon Street. However, as future development occurs, right-of-way should be acquired and Cedar Avenue should be improved to a complete street with curb, gutter, and sidewalk.

Cedar Avenue provides the only access to Park Avenue. Therefore, the applicant should be required to provide written fire departmental approval for the reduced access to the site.

3. Driveways

Park Avenue

a. **Existing Conditions:** There is an approximately 14-foot wide unimproved driveway onto Park Avenue from the site, located approximately 114-feet east of Cedar Avenue.

b. **Policy:**
Driveway Location Policy: District policy 7207.4.1 requires driveways located near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest street intersection.

Successive Driveways: District Policy 7207.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

Driveway Width Policy: District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

c. **Applicant's Proposal:** The applicant is proposing to construct a 24-foot wide driveway onto Park Avenue from the site, located approximately 114-feet east of Cedar Avenue.

d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved, as proposed.

The applicant should be required to pave the driveway its entire width and at least 30-feet into the site beyond the edge of pavement of the roadway.

4. 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.

5. 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.

D. Site Specific Conditions of Approval

1. Construct Park Avenue as ½ of a 36-foot street section including pavement widening, curb, gutter, and minimum 5-foot wide sidewalk abutting the site.

2. Provide a permanent right-of-way easement to 2-feet behind back of curb for any public sidewalk placed outside of the dedicated right-of-way. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

3. Provide written fire departmental approval for reduced access to the site via Cedar Avenue.

4. Construct a 24-foot wide driveway onto Park Avenue from the site, located 114-feet east of Cedar Avenue. Pave the driveway its entire width and at least 30-feet into the site beyond the edge of pavement of the roadway.
5. Payment of impacts fees are due prior to issuance of a building permit.
6. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

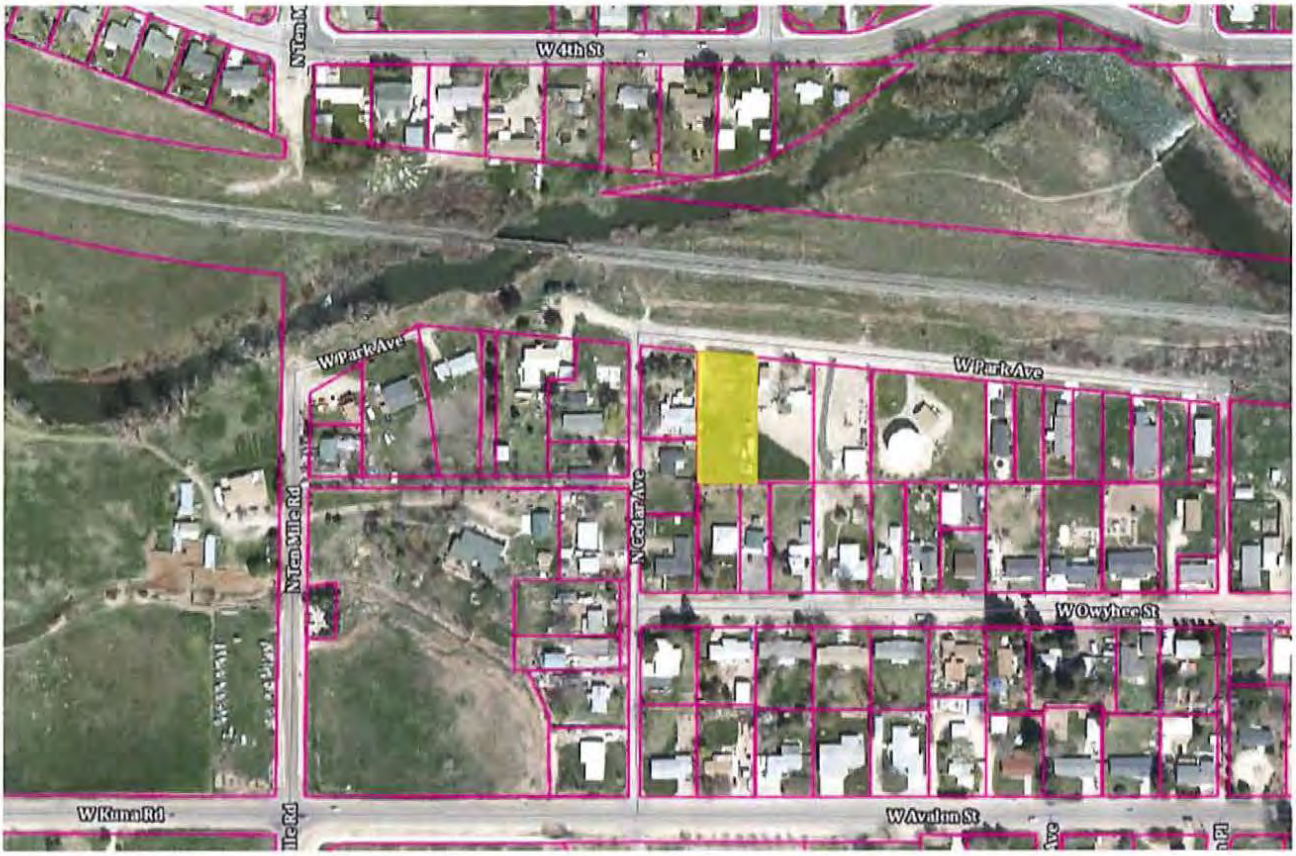
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

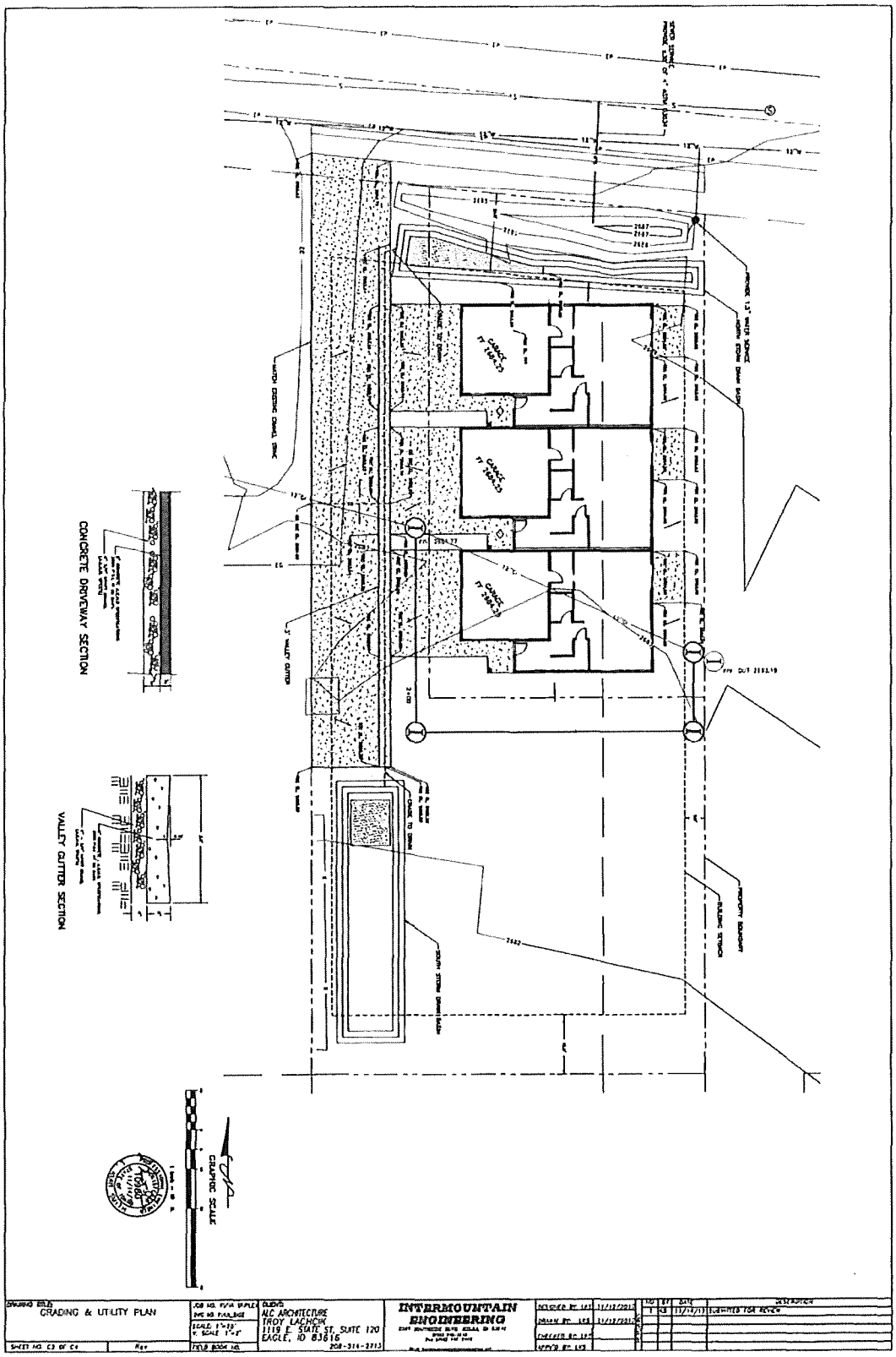
G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



SITE PLAN


CONCRETE DRIVEWAY SECTION
VALLEY GUTTER SECTION
GRADING & UTILITY PLAN
ALC ARCHITECTURE
TROY LACHOR
1119 E. STATE ST. SUITE 120
EAGLE, ID 83616
208-514-3713
INTERMOUNTAIN ENGINEERING

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.

CITY OF KUNA

P.O. BOX 13

KUNA. ID 83634

Paul A. Stevens, P.E.

Kuna City Engineer

PRELIMINARY PLAT REVIEW MEMORANDUM

Date: 14 December 2018

From: Paul A. Stevens, P.E.

To: Wendy Howell, Planning and Zoning Director

RE: Sapphire Ranch Subdivision

The Preliminary Plat request by Victor Clark, dated September 10, 2018 has been reviewed. The proposed preliminary plat provided shows 3 single family lots and 0 common lots. The following narrative resulted.

1. **Sanitary Sewer Needs**

   a) The City has sufficient sewer *treatment* capacity to serve Sapphire Ranch Subdivision as proposed at the South Wastewater Treatment facility.
   b) The south wastewater treatment facility is fed from Ten Mile Lift Station. This lift station is currently operating approximately 189 EDUs above capacity. Additional capacity will not be available until the new Orchard Lift Station is put into service (early 2019). 248 EDUs will be diverted from the current Ten Mile Lift Station resulting with 59 available EDUs in Ten Mile Lift Station once the new lift station is on line.
   c) This property was not included in Local Improvement District 2006-1. No sewer connection fees were pre-paid. Consequently, no connection fee credits and no reserved sewer treatment capacity have been set aside for Sapphire Ranch Subdivision. Sufficient treatment connections are available at standard rates to serve this site. When connecting to the sewer system, the applicant shall abide by any relevant sewer reimbursement policies and agreements and any relevant connection fees as established by the Kuna City Council at the time of connection.
   d) City Code (6-4-20) requires connection to the City sewer system for all sanitary sewer needs.
   e) For any connected load, it is recommended that this application be conditioned to conform to the sewer master plan. Developer's engineer shall provide verification of gravity flow from this project.
   f) At all reasonable locations where sewer service could be extended to adjoining properties, sewer mains should be stubbed to the property line or extended in right-of-way in or adjacent to the project at useable depths.

Exhibit C1

g) Sapphire Ranch Subdivision is made up of three lots with a common driveway. All lots must have separate services. Services shall conform to the Idaho Plumbing Code requirements.
h) For assistance in locating existing facilities and understanding issues associated with connection, please contact the GIS Manager at 287-1726.

2. Potable Water Needs

a) The City has sufficient potable water supply to serve Sapphire Ranch Subdivision. Sapphire Ranch Subdivision shall be subject to connection fees for the demand of the ultimate connected load as provided in the City's Fee Resolution and Standard Table.
b) The nearest available water main (15-inch diameter) is located in W. Park Ave immediately adjacent to this site.
c) City Code (6-4-2X) requires connection to the City water system for all potable water needs.
d) For any connected load, it is recommended this application be conditioned to conform to the water master plan.

Items e - g may not apply to this application. However items e – g represent City policy and are included to provide a complete narrative.

e) A minimum of 8-inch water mains should be installed by developer in internal subdivision streets.
f) At least 8-inch water mains are to be extended and connected by developer to water trunk lines and mains through all stub and entry-way streets.
g) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
h) For assistance in locating existing facilities, please contact the GIS Manager at 287-1726.

3. Pressure Irrigation

a) The applicant's property is not connected to the City pressure irrigation system. The nearest pressure main (12-inch) is located in W. Kuna Road approximately 2,000 feet (using existing road ROW) from the proposed main entrance to Sapphire Ranch Subdivision.
b) Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2I) and the public interest and is not accounted for in the approved Water Master Plan. It is recommended that this project be conditioned to require connection and annexation to the City Pressure Irrigation system at the time of development.
c) The development is subject to connection fees based on number of dwellings and lot size for the residential area and based on ultimate landscaped area for the common lots, as provided in City Resolutions.
d) For any connected load, it is recommended that this application be conditioned to conform to the Pressure Irrigation Master Plan.
e) It is further recommended that annexation into the municipal irrigation district and pooling of water rights is a requirement at the time of final platting.
f) It is recommended that conformity with approved City PI standards is required, including the providing of adequately sized internal and boundary loop lines. Preliminarily, 4-inch diameter pressurized irrigation lines shall be provided along the south and east borders of the site. All pressurized irrigation shall be looped wherever possible and connected to adjacent properties.

4. Grading and Storm Drainage

The following is required because alteration of surface features is proposed (such as grading or paving) in connection with this application:

a) Runoff from public right-of-way is regulated by ACHD or ITD, depending on the agency responsible for the right-of-way. Plans are required to conform to the appropriate agency standards.
b) Exclusive of public right-of-way, any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of storm water in excess of historical rates or conditions of disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Storm water Policy Manual to establish the requirements for design of any private disposal system.
c) All new development shall provide a documentation map that illustrates existing surface and sub-surface water irrigation supply system and drainage ways in/on the applicant's property and in the right-of-way adjacent to the proposed development with the construction plan set. The maps must include 2-foot contours, a layout and essential features of existing irrigation ditches, drainage ditches and pipelines within and adjacent to the proposed development. Open and piped facilities should be noted. The map should include any proposed changes to the systems.
d) All upstream drainage rights and downstream water delivery rights are to be preserved as a condition of development. Constructed facilities to preserve these rights must be designed by an Idaho licensed professional engineer. Provide drainage/irrigation drawings with the project plan set for review by the City Engineer. Construction and materials shall be acceptable to the City Engineer. Facilities provided must be accessible (easements or right-of-way) for continued maintenance, and if necessary, replacement.

5. General

a) With the addition of this property into the corporate limits of Kuna and its potential connection to sewer, water and irrigation services, this property will be placing demand not only on constructed facilities but on water rights provided by others. It is the reasonable expectation, in return, that this property transfer to the City, at time of connection, any conveyable water rights by deed and "Change of Ownership" form from IDWR. The domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.
b) A plan approval letter will be required if this project affects any local irrigation district or its facilities.
c) The City reserves the right of prior approval to all agreements involving the applicant (or its successors) and the irrigation or drainage district related to the property of this application and any attempt to abandon surface water rights.
d) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
e) State the vertical datum used for elevations on all drawings.
f) Provide engineering certification on all final engineering drawings.

6. Inspection Fees

An inspection fee will be required for City inspection of the construction of any public or community 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 that the project was completed in accordance with approved plans and specifications and to provide accurate record drawings to the City. The developer's engineer and the City's inspector are expected to coordinate inspections as much as possible. The current City inspection fee is $1.00 per lineal foot of sewer, water and irrigation related pipe. Payment is due and payable prior to scheduling the required pre-construction conference.

7. Right-of-Way

The subject property fronts on W. Park Avenue.

a) Sufficient half right-of-way for the classified streets should be provided pursuant to City and ACHD standards.
b) Residential Easements – City Code (6-3-8) requires the providing of 10-foot front and back lot line easements and side-lot easements, as necessary. The Engineering Team recommends the following:
    a. 10-foot minimum subdivision boundary easement – which can be reduced to 5' on the phase lines if there are no irrigation or public utilities within those easements;
    b. 10-foot minimum street frontage easement for public utilities and irrigation;
    c. 10-foot back lot line easement as required in code for irrigation;
    d. 5-foot side lot line easement as required in code for irrigation;
    e. Additional easements as needed for facilities not in right-of-way of width and alignment acceptable to the City.
c) It is recommended that approaches onto classified streets comply with ACHD approach policies.
d) 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, development or re-development.

8. As-Built Drawings

As-built (record) 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 shall be completed and submitted to the City Engineer before occupancy or final plat approval is granted.

9. Phasing of Development

a) Any phasing plan, to be acceptable, must extend city services, extend transportation facilities and extend other utilities in a manner to maintain reliable service to the buildable lots in the subdivision and not disrupt service to neighboring properties.
b) A phasing plan, to be acceptable, must not delay expenditures for infrastructure to burden with expenses in a disproportionate manner the later phases of a project.

c) Irrespective of compliance with the above conditions, the City in general does not approve or reject phasing plans without the advice and consent of the Planning and Zoning Director.

10. Property Description

a) The applicant is required to provide a metes and bounds property description of the subject parcel.

751 West 4th Street
P.O. Box 13
Kuna, ID 83634
Phone: 208-922-5274
Fax: 208-922-5989
www.kunacity.id.gov

CITY OF KUNA

PLANNING & ZONING DEPARTMENT

CERTIFICATE OF MAILING

Date: March 27, 2019

To: ☑ 300' Property Owners ☐ Other _____

Planner: Jace Hellman, Planner II

Case Name: 18-09-S (preliminary plat); Sapphire Ranch Subdivision

---

I HEREBY CERTIFY that on this 27th day of March, 2019, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.

Signature

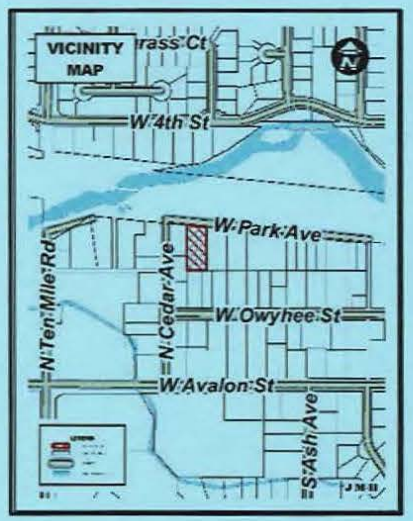
Dawn Stephens
Attest

Exhibit D3

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

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the City of Kuna **City Council** is scheduled to hold a public hearing on **April 16, 2019,** beginning **at 6:00 pm** on the following case:



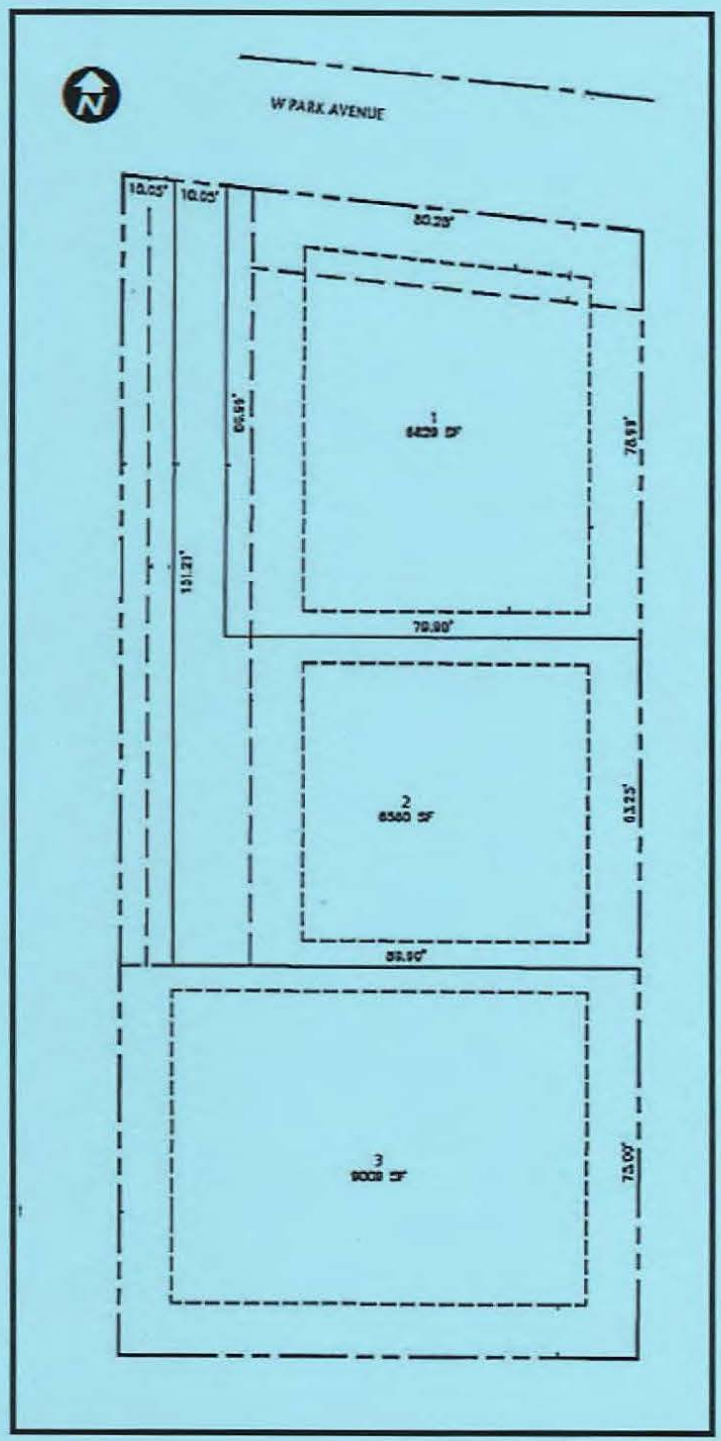
A Preliminary Plat request for **Sapphire Ranch Subdivision** from Victor Clark to subdivide approximately 0.508-acres into three (3) single family buildable lots. The subject site is located on West Park Avenue, Kuna, ID 83634, within Section 23, Township 2 North, Range 1 West; (APN# R5070002532).

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

You are invited to provide oral or written comments. Written testimony received by the close of business on ***April 9, 2019*** will be included in the packet that is distributed to the governing body prior to the hearing. Late submissions (must submit six (6) copies) will be presented to the governing body at time of the hearing. Please note oral comments made during the public hearing will be restricted to three (3) minutes per person. Mail written comments to PO Box 13, Kuna, ID 83634 or hand deliver them to City Hall.

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

MAILED 3/27/19



Ada County – Tax Deed
200 W Front St
Boise, ID 83702

Jozanne Brady
235 N Cedar Ave
Kuna, ID 83634

Melvin Carr II
Jeanette Griggs
104 E Fairview Ave #335
Meridian, ID 83642

Victor Clark
214 S Cole Road
Boise, ID 83709

Robert & Katrina Cottrell
215 N Cedar Ave
Kuna, ID 83634

Leo Faddis
1431 W 4th St
Kuna, ID 83634

Alice Good
190 N Ten Mile Road
Kuna, ID 83634

Jack Graham
167 N Cedar Ave
Kuna, ID 83634

Kathy Hanau
Chris Hanau Living Trust
60 Moreland Road Unit A
Simi Valley, CA 93065

Jack & Margaret Kesgard
263 N Cedar Ave
Kuna, ID 83634

Debbi Kirton-Fuqua
240 N Cedar Ave
Kuna, ID 83634

Kuna Joint School District #3
711 E Porter Road
Kuna, ID 83634

Fani & Carmen Ledesma
1318 W Owyhee St
Kuna, ID 83634

James Longest
1290 W Owyhee St
Kuna, ID 83634

Charles & Maltha McMenomey
10334 Vista Drive B
Cupertino, CA 95014

Katherine Newsome
259 N Cedar Ave
Kuna, ID 83634

Andrew Otto
171 N Cedar Ave
Kuna, ID 83634

Fred & Dorothy Proctor
158 N Cedar Ave
Kuna, ID 83634

Patrick & Jennifer Ross
12013 W Dallan Dr
Boise, ID 83713

Glenda Sanders & Jeff Marler
260 N Cedar Ave
Kuna, ID 83634

Joshua Sanders
1169 N Black Cat Road
Kuna, ID 83634

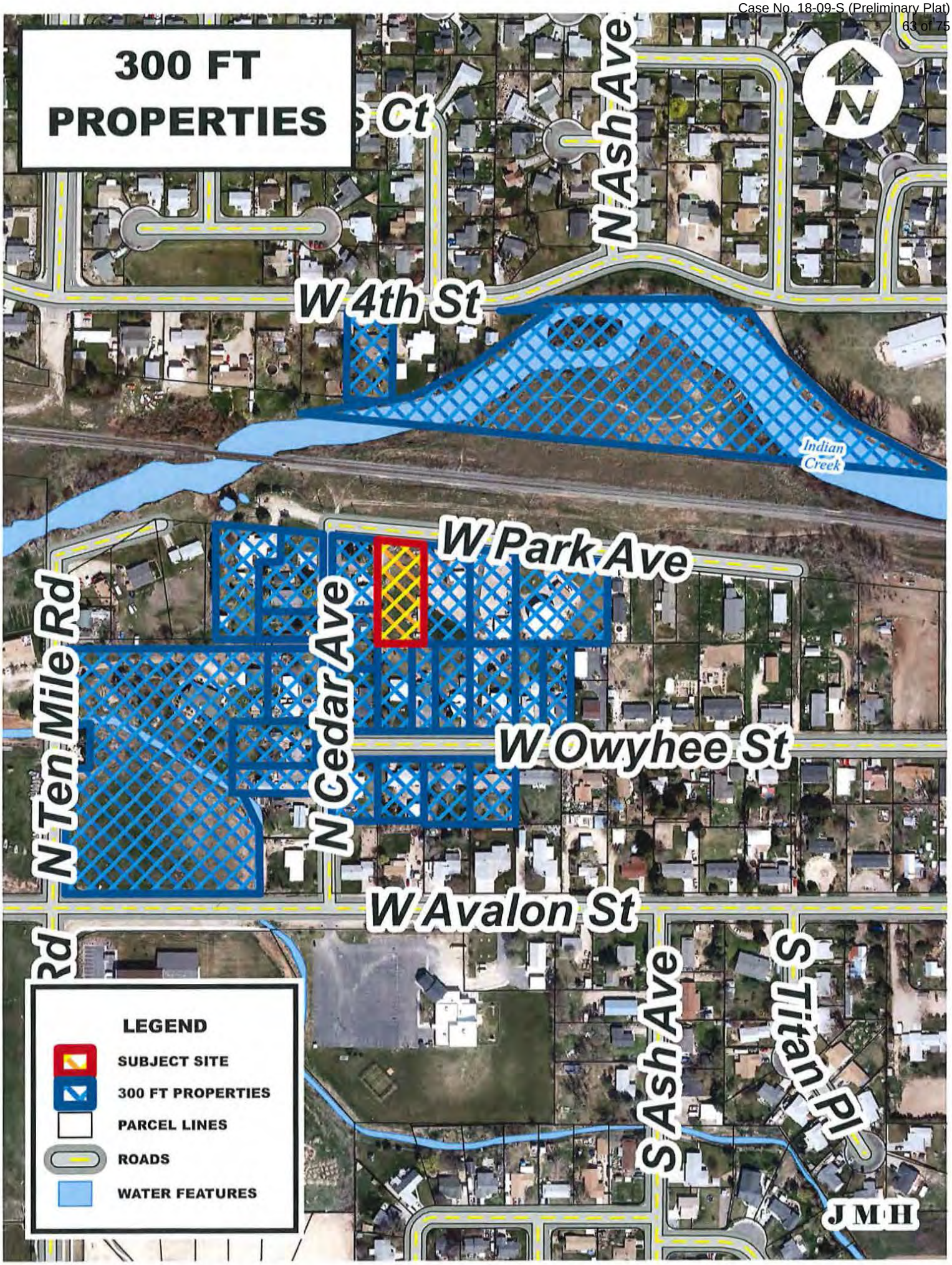
Judy Schepis
1336 W Owyhee St
Kuna, ID 83634

Amelia Shaw
1396 W Owyhee St
Kuna, ID 83634

John & Kelly Stapleton
1385 W Owyhee St
Kuna, ID 83634

John Stear
PO Box 155
Kuna, ID 83634

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
ADA COUNTY - TAX DEED		200 W FRONT ST	BOISE, ID 83702-0000
BRADY JOZANNE		235 N CEDAR AVE	KUNA, ID 83634-0000
CARR MELVIN L II	GRIGGS JEANETTE M	104 E FAIRVIEW AVE # 335	MERIDIAN, ID 83642-0000
CITY OF KUNA		PO BOX 13	KUNA, ID 83634-0013
CLARK VICTOR A		214 S COLE RD	BOISE, ID 83709-0000
COTTRELL ROBERT B	COTTRELL KATRINA E	215 N CEDAR AVE	KUNA, ID 83634-0000
FADDIS LEO E		1431 W 4TH ST	KUNA, ID 83634-0000
GOOD ALICE M		190 N TEN MILE RD	KUNA, ID 83634-1202
GRAHAM JACK		167 N CEDAR AVE	KUNA, ID 83634-0000
HANAU KATHY S	HANAU CHRIS LIVING TRUST	933 SHARON LN	VENTURA, CA 93001-0000
KESGARD JACK H &	KESGARD MARGARET E	263 N CEDAR AVE	KUNA, ID 83634-0000
KIRTON-FUQUA DEBBIE		240 N CEDAR AVE	KUNA, ID 83634-0000
KUNA JOINT SCHOOL DIST #3		711 E PORTER RD	KUNA, ID 83634-0000
LEDESMA CONTRERAS FANI T	LEDESMA CARMEN	1318 W OWYHEE ST	KUNA, ID 83634-0000
LONGEST JAMES B JR		1290 W OWYHEE AVE	KUNA, ID 83634-2210
MCMENOMEY CHARLES ROBERT III	MCMENOMEY MALTHA Z	10334 VISTA DRIVE B	CUPERTINO, CA 95014-0000
NEWSOME KATHERINE		259 N CEDAR AVE	KUNA, ID 83634-0000
OTTO ANDREW		171 N CEDAR AVE	KUNA, ID 83634-0000
PROCTOR FRED H &	PROCTOR DOROTHY F	158 N CEDAR AVE	KUNA, ID 83634-2258
ROSS PATRICK F	ROSS JENNIFER	12013 W DALLAN DR	BOISE, ID 83713-1058
SANDERS GLENDA L	MARLER JEFF C	260 N CEDAR AVE	KUNA, ID 83634-0000
SANDERS JOSHUA GLADE		1169 N BLACK CAT RD	KUNA, ID 83634-1109
SCHEPIS JUDY L		1336 W OWYHEE ST	KUNA, ID 83634-0000
SHAW AMELIA L		1396 W OWYHEE ST	KUNA, ID 83634-0000
STAPLETON JOHN B &	STAPLETON KELLY A	1385 W OWYHEE AVE	KUNA, ID 83634-2213
STEAR JOHN R		P O BOX 155	KUNA, ID 83634-0000


300 FT PROPERTIES
Ct
N Ash Ave
W 4th St
Indian Creek
W Park Ave
N Ten Mile Rd
N Cedar Ave
W Owyhee St
W Avalon St
S Ash Ave
S Titan Pl
JMH
LEGEND
SUBJECT SITE
300 FT PROPERTIES
PARCEL LINES
ROADS
WATER FEATURES

Jace Hellman

From: Jace Hellman
Sent: Thursday, March 21, 2019 8:56 AM
To: 'legals@idahopress.com'
Subject: City of Kuna Request for legal publication
Attachments: Sapphire Ranch CC KMN 3.27.19.docx

Greetings:

We would like to request that you publish the attached legal notification in the **March 27, 2019** cycle of Kuna Melba News on behalf of the City of Kuna, Planning & Zoning Department.
This notification needs to only be published for one (1) cycle.

The Kuna P.O. for this request is #8224 (if you need it).
Thank you.

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

Exhibit D4

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

File #'s 18-09-S, Sapphire Ranch Subdivision

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold a public hearing, **Tuesday, April 16, 2019 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St, Kuna, ID; in connection with a **Preliminary Plat** request for Sapphire Ranch Subdivision. Victor Clark requests to subdivide approximately 0.508-acres into three (3) single family buildable lots. The subject site is located on West Park Avenue, Kuna, ID 83634, within Section 23, Township 2 North, Range 1 West; (APN# R5070002532).

The public is invited to present written or oral comments. Written testimony received by the close of business on ***April 9, 2019*** will be included in the packets distributed to the governing body. Late submissions (must include six (6) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

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

Kuna Planning & Zoning Department

(No need to print this portion) Please publish one time on March 27, 2019.

(Sent 3/21/2019)

Kuna P.O. #8224

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

ORDER CONFIRMATION

Salesperson: LEGALS — Printed at 03/21/19 11:26 by sje14

Acct #: 345222 — Ad #: 1881044 — Status: New WHOLD

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

Start: 03/27/2019 — Stop: 03/27/2019
Times Ord: 1 — Times Run: ***
LEG 1.00 X 62.00 — Words: 250
Total LEG 62.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG — Cost: 50.88
Affidavits: 1

Contact: CHRIS ENGLES
Phone: (208)387-7727
Fax#:
Email: awelker@kunaid.gov; gsmith@k
Agency:

Ad Descrpt: 18-09-S - SAPPHIRE RANCH
Given by: JACE HELLMAN
P.O. #: 8224
Created: sje14 03/21/19 11:22
Last Changed: sje14 03/21/19 11:25

PUB	ZONE	EDT	TP	RUN DATES
KMN	A	96	S	03/27

AUTHORIZATION

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

Jace Hellman

Name (print or type) — Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS TRIBUNE
EMMETT, MERIDIAN, KUNA, BOISE WEEKLY
C/O ISJ PAYMENT PROCESSING CENTER
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POCATELLO ID 83204
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Fax (208)475-2338

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS Printed at 03/21/19 11:26 by sje14

Acct #: 345222 Ad #: 1881044 Status: New WHOLD WHOI

LEGAL NOTICE

File #'s 18-09-S,
Sapphire Ranch Subdivision

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The public is invited to present written or oral comments. Written testimony received by the close of business on April 9, 2019 will be included in the packets distributed to the governing body. Late submissions (must include six (6) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

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

Kuna Planning & Zoning Department

March 27, 2019 1881044

Looks great

RECEIVED
APR 01 2019
CITY OF KUNA

345222 1881044

1 KUNA, CITY OF

P.O. BOX 13
KUNA ID 83634

LEGAL NOTICE

File #'s 18-09-S,
Sapphire Ranch Subdivision

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

Kuna Planning & Zoning Department

March 27, 2019 1881044

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)
)SS.
County of Ada)

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

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

That said notice was published the following:
03/27/2019

Sharon Jessen

STATE OF IDAHO)
County of Canyon)
On this 27th day of March in the year of 2019 before me a Notary Public, personally appeared. Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Colleen R. Nielsen

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

COLLEEN R. NIELSEN
NOTARY PUBLIC
Comm No. 70215
STATE OF IDAHO

City of Kuna
PROOF OF PROPERTY POSTING

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for Sapphire Ranch (**NAME OF SUBDIVISION OR ADDRESS**) was posted as required per Kuna City Ordinance 5-1A-8. Sign posted April 6, 2019 (**DAY OF THE WEEK, MONTH, DATE AND YEAR**). *This form is required to be returned three (3) calendar days subsequent to posting and signs are to be removed from the site three (3) calendar days after the hearing.*

DATED *this* 9 *day of* April, 2019.

Signature,

Owner/Developer

STATE OF IDAHO)
): ss
County of Ada)

On this 9 *day of* April, 2019, *before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer).*

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

Tracey Surbeck
Notary Public
Residing at Ada
Commission Expires March 29, 2022

TRACEY SURBECK NOTARY PUBLIC Comm. No. 67463 STATE OF IDAHO

Exhibit 07

KUNA CITY PUBLIC HEARING NOTICE
Kuna City Council
THE CITY OF KUNA will hold a public hearing on April 16, 2019 at 6:00 pm at Kuna City Hall, 751 W. 4th St.
PURPOSE: To subdivide the proposed property into (3) single family buildable lots.
LOCATION: 1394 W. Park Ave, Kuna, ID 83634 (Saphire Ranch Subdivision)
APPLICATION BY: ALC Architecture
Contact the City at 208-922-5274

KUNA CITY PUBLIC HEARING NOTICE
Kuna City Council
THE CITY OF KUNA will hold a public hearing on April 16, 2019 at 6:00 pm at Kuna City Hall, 751 W. 4th St.
PURPOSE: To subdivide the proposed property into (3) single family buildable lots.
LOCATION: 1394 W. Park Ave, Kuna, ID 83634 (Saphire Ranch Subdivision)
APPLICATION BY: ALC Architecture
Contact the City at 208-922-5274

IF YOU APPROVE THIS PROPOSED SUBDIVISION PLEASE CONSIDER...

This land was already subdivided in the past.
My house was built in 1943 and then the land was subsequently subdivided, but I don't know when.
There must be a record of the first subdivision of this area, somewhere...

Neighborhood concerns:

- Cedar avenue is only a 17-foot alley from Park Avenue to Avalon. (ACHD Report Sec C . 2 in the P&Z packet dated 1-9-2018). **It is the narrowest road in Kuna.**
- Increased Traffic of 17 trips per day (ACHD Report B.1 referenced above)
- Park Avenue is a dead end with NO turn around.
- Garbage trucks and emergency vehicles must back up for 1000 feet as there is NO turn around at the end of Park Avenue.
- Cars and trucks parked on the side of Cedar Avenue make it a one-way street.
- Emergency vehicles block Cedar Avenue completely.
- There is only one street light. It is located at the corner of Cedar and Park

MY personal Concerns:

- My house is 3-feet from the property line which is too close. I am asking for a 3-foot extension of the fence, so that heavy equipment and first responders can access the rear of my house. (I do not know when this extension was added on but there must be a building permit somewhere approved by the City of Kuna.)
- I am concerned as the potential for accidental mishaps would cause structural damage to my home.
- After subdividing, I will have no input as to what type of residential homes will be built. I ask to be assured that there will only be one story houses.

My biggest concerns have to do with safety on 3 main fronts.

- Unfriendly narrow street (Cedar Ave.) forces pedestrians (kids) into roadway.
- Unhindered train accessibility. No-Trespassing sign, but no fences.
- Unhindered deep creek access. (Well-known shortcut to local elementary school.)

If my kids were still young, I would never have bought this house. Extreme care must be taken if raising children near these hazards. One additional house is bad enough, but three is just increasing the odds of potential disaster.

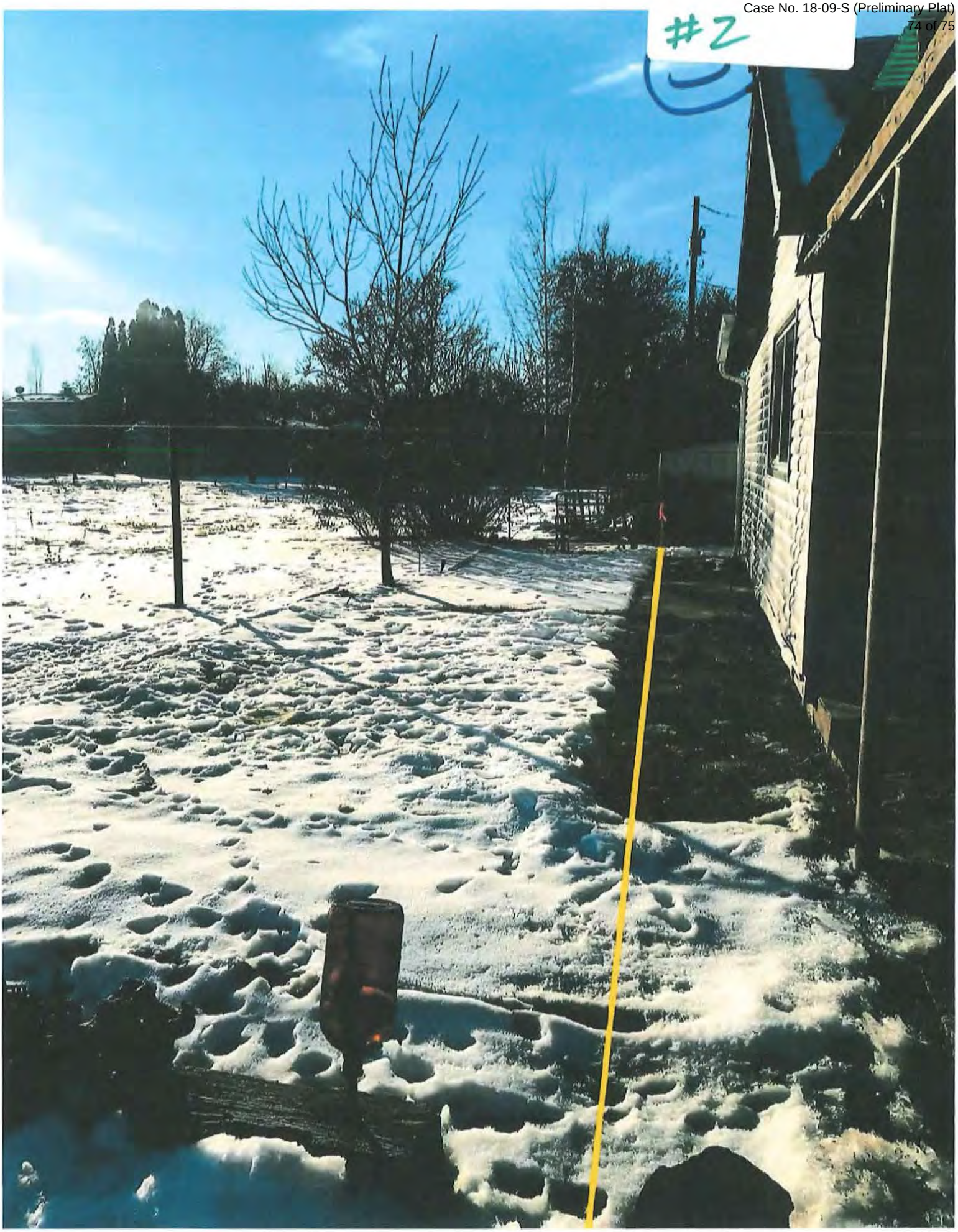
Reference the photos

1. Shows how close the property line is to our home.
2. There will only be three feet left of my grass area.
3. Shows the safety issues.

Glenda Sanders
260 Cedar Ave
Kuna, ID 83634

Exhibit
ES

#1


#2

W 4th St
N Thornley Ave
Ash Ave
Great Oaks Ave
N Stear Ave
Indian Creek
Indian Creek Elementary School
#3
Creek Access
Shortcut to School
Train Access
Indian Creek
W Park Ave
Proposed Subdivision
N Cedar Ave
W Owyhee Ave
Cedar Ave. is Only 17 Foot wide.
Indian Creek Sports
W Avalon St

CITY OF KUNA

State of Idaho
Proclamation

APRIL 2019 AS GRANGE MONTH PROCLAMATION

WHEREAS, social interaction and educational efforts, are the keystones that have allowed great achievements in non-partisan legislative action, and much needed service projects of the Grange which have benefited the communities and states in which our members reside; and

WHEREAS, the Grange has played a major role in the development of rural America during three centuries, advocating for legislative protection for farmers through the Granger Laws in the 1800s; promoting research and education to improve agriculture through the Cooperative Extension Service and Land Grant Colleges and working to expand mail delivery and electricity to rural areas in the 1900s; and encouraging the expansion of broadband internet service in the 2000s; and

WHEREAS, the Grange has remained true to the ideal of developing a better and higher manhood and womanhood to ensure that each member is given the opportunity to rise to their full potential as leaders, as Americans, and as a contributing part of mankind; and

WHEREAS, the Grange includes all members of the family within their organization to meet, talk, work and in general act together for their mutual protection and advancement; and

WHEREAS, the Grange emphasizes civic responsibility and the involvement of people in the legislative process; and

WHEREAS, the Kuna Grange will celebrate 109 years of service to our city on May 11, 2019. They welcome all those desiring to make a positive difference in the lives of those around them; and recognize that the doors of Kuna Grange #59 in Kuna, Idaho are open to all seeking to improve our city and state through open discussion, civility toward those who may differ, and to grow as a person; and

WHEREAS, the values of the Grange are needed by America, now more than ever.

NOW, THEREFORE, BE IT RESOLVED that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, hereby proclaim April 2019 to be GRANGE MONTH in the City of Kuna/Ada County, State of Idaho.

IN WITNESS WHEREOF,
I set my hand on this the 16th day of April
in the year of two thousand and nineteen.

Joe L. Stear
Mayor of Kuna, Idaho

City of Kuna
Staff Memo
City Council

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

To:	**Kuna City Council**
Case Number:	19-01-TE (Time Extension) – Caspian Subdivision
Location:	W. Lake Hazel Road, Kuna, ID 83634
Planner:	Jace Hellman, Planner II
Meeting Date:	April 16, 2019
Owner:	DB Development, LLC Mason Creek Farms 6152 W. Half Moon Lane Eagle, ID 83616
Applicant:	David Crawford B&A Engineers, Inc. 5505 W. Franklin Road Boise, ID 83705

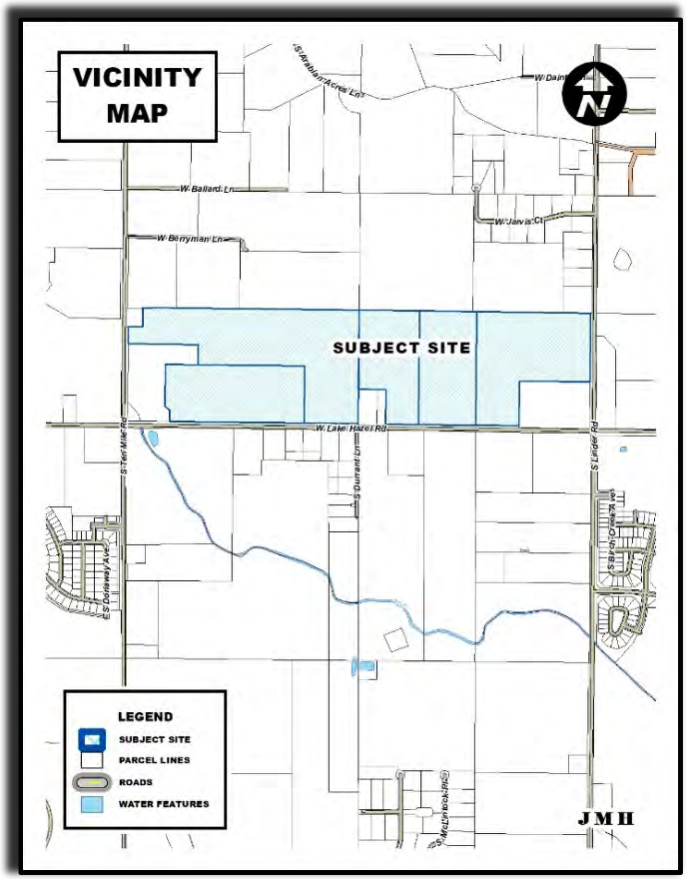


Table of Contents:

A. Course Proceedings
B. General Project Facts
C. Staff Analysis
D. Applicable Standards
E. Council's Proposed Order of Decision

A. Course Proceedings:

1. A time extension is designated in Kuna City Code (KCC) 1-14-3, as a public meeting with City Council as the decision-making body. As a public meeting, this application does not require public notices as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the Council is outline in KCC 1-14-3 and have been adhered to.

B. General Project Facts:

1. B&A Engineers is requesting time extension approval for Caspian Subdivision Preliminary Plat (Ada County Assessor Parcel Nos. S1235346610, R848870305, S1235449215, S1235347051 and S1235438411).

C. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks time extension approval for Caspian Subdivision Preliminary Plat.
2. The approved preliminary plat includes phasing. If the time extension is granted, the time schedule for all remaining phases will be reset.
3. An approved preliminary plat time extension shall be valid for two (2) years from the date of approval of the findings of fact and conclusions of law of the extension by City Council.
4. The City Council is under no obligation to grant a time extension. In approving or denying the request for time extension, the City Council may add additional conditions to its approval of the request for time extension.

D. Applicable Standards:

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

E. Council's Order of Decision:

Based on the facts outlined in staff's report and testimony presented at the public meeting, the City Council of Kuna, Idaho, hereby *approves/denies* Case No*. 19-01-TE,* a preliminary plat time extension request from B&A Engineers, Inc. for Caspian Subdivision.

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

Kuna City Council
Findings of Fact and Conclusions of Law

Based upon the record contained in Case No. 19-01-TE (Time Extension) including the Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *approves/denies* the Findings of Fact and Conclusions of Law for Case Nos. 19-01-TE, a preliminary plat time extension request from B&A Engineers, Inc. for Caspian Subdivision.

If the City Council wishes to approve, deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

1. *Based on the evidence contained in Case No. 19-01-TE, this proposal does generally comply with Kuna City Code.*

   Staff Finding: *The applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

2. *The contents of the time extension application does contain all of the necessary requirements as listed in Kuna City Code 6-2-3: - Preliminary Plat.*

   Staff Finding: *Review by Staff of the proposed preliminary plat confirms all requirements listed in KCC 6-2-3 were provided.*

3. *The applicant has requested a preliminary plat time extension at least sixty days prior to the expiration of the two-year approval period of the approved preliminary plat.*

   Staff Finding: *The Caspian Subdivision Preliminary Plat was approved by City Council on June 6, 2017. Based on the two (2) year approval timeline, the Preliminary Plat for Caspian Subdivision is set to expire on June 6, 2019. Staff confirms that the applicants request for Preliminary Plat time extension was filed with the Planning and Zoning Department prior to the sixty (60) day deadline.*

DATED this 16th day of April, 2019.

received 3.26.19

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

Time Extension Application For Preliminary Subdivision Plat

Fee: $300

For Office Use Only	
File Number (s)	19-01-TE
Project name	Caspian Subdivision Time extension
Date Received	3.26.19
Date Accepted/ Complete	3/26/2019
Cross Reference Files	17-01-S
City Council Hearing Date	4/16/2019

Reason for request:

See letter attached

Date of Time Extension:

3/25/19

Contact/Applicant Information

Owners of Record: DB Development, LLC/ Mason Creek Farms
Address: 6152 W. Half Moon Ln.
City, State, Zip: Eagle, ID 83616
Phone Number:
E-Mail:
Fax #:

Applicant (Developer): David Crawford - B&A Engineers, Inc.
Address: 5505 W. Franklin Rd.
City, State, Zip: Boise, ID 83705
Phone Number: 208-519-4393
E-Mail: dacrawford@baengineers.com
Fax #: 208-342-5792

Engineer/Representative: Joe Canning- B&A Engineers, Inc.
Address: Same as applicant
City, State, Zip:
Phone Number:
E-Mail:
Fax #:

Subject Property Information

Subdivision Name: Caspian Subdivision
Site Address: W. Lake Hazel Rd.
Site Location (Cross Streets): North of W. Lake Hazel Rd., South of Amity Rd., East of Ten Mile Rd. & West of Linder Rd.
Parcel Number (s): S1235346610, R848870305, S1235449215, S1235347051
Section, Township, Range: Sec. 35 T3N R1W

Signature: B&A Engineers, Inc. Date: 3/25/19

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

March 26, 2019

City of Kuna
751 W. 4th St.
Kuna, Idaho 83634

Subject: **Preliminary Plat Time Extension Approval Request For: Caspian Subdivision**

City of Kuna:

Caspian Subdivision Preliminary Plat was approved on June 6, 2017. Subsequent to this approval much has occurred. Sanitary Sewer mainlines, domestic water mainlines, and pressure irrigation mainlines have been constructed in Ten Mile Road and Lake Hazel Road. This city infrastructure was installed to service Caspian Subdivision and others located in the area.

Kuna Code indicates that phased construction development of the approved preliminary plat must occur within two years of the initial preliminary plat approval.

In order to start the construction of Caspian Subdivision, major infrastructure development was required to be installed to allow the construction of the development. Of primary note is the city infrastructure recently installed in Ten Mile Road to service the area. The installation of this infrastructure took considerable time to complete.

The utility crossings of Mason Creek on Ten Mile Road encountered significant bed rock adding considerably more construction time than originally anticipated. Since the crossings of Mason Creek were required to be completed in the irrigation off season, the construction of all the facilities was delayed a year.

While the construction of the Ten Mile facilities was occurring the construction plans for the first phase of Caspian Subdivision have been approved by the City, ACHD and other jurisdictions necessary to begin construction.

While we do envision the first phase of the development beginning construction soon, the expiration of the original preliminary plat approval may occur prior to the

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

first phase of the development being recorded. In order allow the project to move forward as anticipated, a time extension will be necessary prior to the preliminary plat expiration.

Request Summary

Based on the information provided within this letter we respectfully request approval of the time extension of the Preliminary Plat approval for Caspian Subdivision.

Sincerely,

David Crawford
B&A Engineers, Inc.

Sanitary Sewer Manhole Table

SSMH NUMBER	RIM/EG ELEV	INVERT IN SIZE (IN)	INVERT IN ELEV	INVERT IN DIR	INVERT OUT SIZE (IN)	INVERT OUT ELEV	INVERT OUT DIR	DEPTH (FEET)
A-EX	2652.29	10	2641.17	E	12	2641.00	S	11.29
B-EX	2657.02	8	2640.21	N	12	2639.68	W	17.14
1	2653.80	10	2646.14	E	10	2646.04	E	7.76
		8	2646.30	N				
2	2655.10	10	2647.60	SE	10	2647.50	W	7.60
3	2657.88	10	2648.65	E	10	2648.55	W	9.33
		8	2648.81	N				
4	2660.98	10	2651.39	E	10	2651.29	W	9.69
		8	2651.55	N/S				
5	2662.90	10	2652.18	N	10	2652.08	W	10.82
		8	2652.34	SE				
6	2663.87	10	2652.70	E	10	2652.60	S	11.27
7	2665.04	10	2653.14	E	10	2653.04	W	12.00
8	2655.25	---	---	---	8	2647.75	S	7.50
9	2657.95	---	---	---	8	2650.45	S	7.50
10			NOT USED					
11	2661.10	---	---	---	8	2653.60	N	7.50
12	2662.48	---	---	---	8	2654.98	S	7.50
13	2666.98	10	2654.24	SE	10	2654.14	W	12.84
14	2667.51	10	2655.06	E	10	2654.96	N	12.55
		8	2655.22	W				
15	2669.99	10	2660.59	E	10	2660.49	W	9.50
		8	2660.75	N				
16	2671.85	10	2663.56	S	10	2663.46	W	8.39
17	2673.20	10	2663.99	S	10	2663.89	N	9.31
18	2664.12	---	---	---	8	2656.62	E	7.50
19	2669.17	8	2661.67	E	8	2661.57	S	7.60
20	2669.97	8	2662.47	E	8	2662.37	W	7.60
21	2678.00	8	2659.29	E	8	2659.19	W	18.81
22	2686.00	8	2660.26	E	8	2660.16	W	25.84
23	2678.01	10	2664.82	E	10	2664.72	N	13.29
		8	2664.98	S				
24	2677.52	10	2665.61	E	10	2665.51	E	12.01
		8	2665.77	N/S				
25	2682.00	8	2673.54	e	10	2673.38	W	8.62
26	2678.60	---	---	---	8	2671.10	N	7.50
27	2679.30	8	2670.70	W	8	2670.60	N	8.70
28	2675.50	---	---	---	8	2668.00	S	7.50
29	2682.44	8	2674.15	N/E	8	2674.05	W	8.39
30	2686.69	8	2678.53	N	8	2678.43	S	8.26
31	2690.00	---	---	---	8	2682.00	S	8.00
32	2694.75	8	2661.94	N/S	8	2661.84	E	32.91
33	2692.30	8	2682.52	N	8	2682.42	SW	29.88
34	2693.18	8	2682.44	E	8	2682.34	N	10.84
35	2694.59	8	2683.07	E	8	2682.97	W	11.62
36	2685.42	8	2674.71	E	8	2674.61	W	10.81
37	2689.45	---	---	---	8	2681.95	S	7.50
38	2687.85	8	2675.44	N/S	8	2675.34	W	12.51
39	2685.95	8	2675.97	S	8	2675.87	N	10.08
40	2685.03	8	2677.10	E	8	2677.00	N	8.03
41	2687.26	8	2678.18	N	8	2678.08	W	9.18
42	2689.87	8	2679.26	E	8	2679.16	S	10.71
43	2693.51	8	2680.34	E/S	8	2680.24	W	13.27
44	2690.34	8	2688.84	N/E	8	2688.74	W	7.60
45	2697.99	8	2690.49	E	8	2690.39	W	7.60
46	2698.29	---	---	---	8	2690.79	S	7.50
47	2688.92	8	2681.42	E	8	2681.32	N	7.60
48	2691.85	8	2684.35	E	8	2684.25	W	7.60
49	2694.07	8	2686.57	E	8	2686.47	W	7.60
50	2696.55	8	2683.61	N/SE	8	2683.51	W	13.04
51	2700.10	8	2692.60	E	8	2692.50	W	7.60
52	2703.95	---	---	---	8	2696.45	W	7.50
53	2700.30	---	---	---	8	2692.80	N	7.50
54	2702.02	8	2692.35	S	8	2692.25	W	9.77
55	2698.62	8	2691.12	E	8	2691.02	W	7.60
56	2692.19	8	2684.69	E	8	2684.59	N	7.60
57	2695.60	8	2687.92	E	8	2687.82	S	7.78
58	2698.00	8	2688.50	E	8	2688.40	W	7.60
59	2699.00	8	2691.19	E	8	2691.09	W	7.91
60	2701.83	8	2692.21	SE	8	2692.11	W	9.72
61	2701.65	8	2692.81	SE	8	2692.71	NW	8.94
62	2701.99	8	2693.33	SE/SW	8	2693.23	NW	8.76
63	2702.26	8	2694.13	SE	8	2694.03	NW	8.23
64	2703.19	8	2694.55	E	8	2694.45	NW	8.74
65	2704.17	8	2695.12	N/E/S	8	2695.02	W	9.15
66	2705.55	8	2698.06	E	8	2697.95	W	7.60
67	2704.34	---	---	---	8	2696.84	NE	7.50
68	2705.00	---	---	---	8	2697.50	NW	7.50
69	2698.87	8	2691.37	N	8	2691.27	W	7.60
70	2703.04	8	2695.54	E	8	2695.44	S	7.60
71	2706.08	8	2697.85	N/E	8	2697.75	W	8.33
72	2708.00	---	---	---	8	2700.50	W	7.50
73	2705.99	---	---	---	8	2698.49	S	7.50
74	2698.30	8	2690.80	N	8	2690.70	W	7.60
75	2703.45	---	---	---	8	2695.95	S	7.50
76	2710.05	8	2702.55	E	8	2702.45	W	7.60
77	2717.85	8	2607.57	N/E/S	8	2707.47	W	10.38
78	2718.90	---	---	---	8	2711.40	S	7.50
79	2716.00	---	---	---	8	2708.50	N	7.50
80	2703.95	8	2696.24	NWE	8	2696.14	S	7.81
81	2711.20	8	2703.70	E	8	2703.60	W	7.60
82	2718.40	---	---	---	8	2710.90	W	7.50
83	2656.00	8	2641.63	NWE	8	2641.53	S	14.47
84	2658.30	8	2646.48	N/E	8	2646.38	W	11.92
85	2659.92	8	2647.66	E	8	2647.56	W	12.36
86	2662.72	8	2648.64	N	8	2648.54	W	14.18
87	2661.65	8	2649.72	N/E/W	8	2649.62	S	12.03
88	2669.80	8	2655.58	E	8	2655.48	W	14.32
89	2676.30	8	2656.12	N/S	8	2656.02	W	20.28
90	2673.10	8	2665.60	E	8	2665.50	S	7.60
91	2675.50	---	---	---	8	2668.00	W	7.50
92	2665.90	---	---	---	8	2658.40	E	7.50
93	2671.45	8	2657.20	W/E	8	2657.10	N	14.35
94	2676.25	8	2668.25	N/E	8	2668.15	W	8.10
95	2677.15	---	---	---	8	2669.65	W	7.50
96	2679.15	---	---	---	8	2671.65	S	7.50
97	2678.35	---	---	---	8	2668.63	N	9.72
98	2662.90	8	2655.40	N/E	8	2655.30	S	7.60
99	2664.05	---	---	---	8	2656.55	S	7.50
100	2666.20	---	---	---	8	2658.70	W	7.50
101	2659.10	8	2650.89	N	8	2650.79	E	8.31
102	2659.35	8	2651.85	N	8	2651.75	S	7.60
103	2661.90	---	---	---	8	2654.40	S	7.50
104	2657.10	8	2649.60	N	8	2649.50	S	7.60
105	2659.60	---	---	---	8	2652.10	S	7.50
106	2654.60	8	2641.95	N	8	2641.85	SE	12.75
107	2653.66	8	2643.38	E/W	8	2643.28	S	10.38
108	2656.20	---	---	---	8	2648.50	W	7.70
109	2651.83	---	---	---	8	2644.33	E	7.50
110	2703.20	8	2695.70	N	8	2695.60	SE	7.60
111	2703.90	---	---	---	8	2696.40	S	7.50

Legend

- PROJECT / PROPERTY BOUNDARY
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- PROPOSED PRESSURE IRRIGATION LINE
- EXISTING PRESSURE IRRIGATION LINE
- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING SANITARY SEWER MAIN LINE
- PROPOSED 8" SANITARY SEWER MAIN LINE
- PROPOSED 18" SANITARY SEWER MAIN LINE
- EXISTING WATER MAIN LINE
- PROPOSED 8" WATER MAIN LINE
- PROPOSED 12" WATER MAIN LINE
- PROPOSED CURB, GUTTER, & SIDEWALK
- LOT NUMBER
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- FOUND BRASS CAP
- FOUND 1/2" PIN
- FOUND 5/8" PIN
- SET 1/2"x24" IRON PIN WITH PLASTIC CAP LABELED "SBA LS 4116"
- SET 5/8"x30" IRON PIN WITH PLASTIC CAP LABELED "SBA LS 4116"
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- EXISTING GRAVITY IRRIGATION WELL
- EXISTING UTILITY POLE
- EXISTING DITCH

Setback/Zoning Table

EXISTING ZONE	P & RUT
PROPOSED ZONE	R-6
MINIMUM PROPERTY SIZE	4,500 SF
FRONT YARD SETBACK	20 FEET
REAR YARD SETBACK	15 FEET
STREET SIDE YARD SETBACK	20 FEET
INTERIOR SIDE YARD SETBACK	5 FEET
MAXIMUM LOT COVERAGE	40%
MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM STREET FRONTAGE	45 FEET

Land Use Calculations

DESCRIPTION	AREA (ACRES)	PERCENTAGE
PROJECT	129.90	100%
RESIDENTIAL LOTS	89.56	68.94%
OPEN SPACE AREA LOTS	9.31	7.17%
RIGHT-OF-WAY	31.03	23.89%

RESIDENTIAL LOTS	490
OPEN SPACE AREA LOTS	104
RESIDENTIAL DENSITY	3.77 u/Ac

Vicinity Map

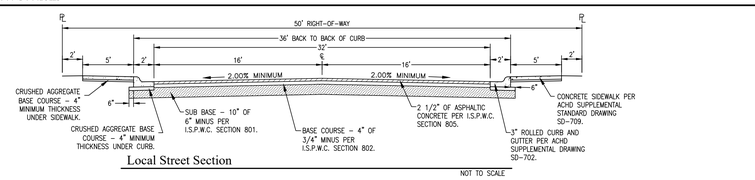
Notes

1. THERE ARE NO POTENTIALLY HAZARDOUS AREAS.
2. THERE ARE NO STREAMS, PONDS, LAKES, OR WETLANDS ON THIS PROPERTY.
3. THERE ARE NO NATURAL DRAINAGE SWALES ON THIS PROPERTY.
4. THERE ARE NO PERMANENT AND/OR SEASONAL HIGH GROUNDWATER AREAS ON THIS PROPERTY.
5. THERE ARE NO SHALLOW BEDROCK AREAS, UNSTABLE ROCK FORMATIONS, OR LANDSLIDE AREAS ON THIS PROPERTY.
6. THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA.
7. THIS PROPERTY IS NOT WITHIN THE AIRPORT INFLUENCE AREA.
8. THIS PROPERTY IS NOT WITHIN THE WILDLAND-URBAN FIRE INTERFACE.
9. THIS PROPERTY IS NOT PART OF A HILLSIDE DEVELOPMENT.
10. THIS PROPERTY IS NOT IN AN AQUIFER RECHARGE AREA.
11. THIS PROPERTY IS WITHIN THE BOISE-KUNA IRRIGATION DISTRICT.
12. THIS PROPERTY IS WITHIN THE KUNA RURAL FIRE DISTRICT.
13. NO UNSTABLE SOILS SUSCEPTIBLE TO EROSION EXISTING ON THIS PROPERTY. ALL AREAS ARE SUITABLE FOR DEVELOPMENT.
14. ALL STORM WATER GENERATED BY THIS DEVELOPMENT WILL BE RETAINED ON SITE AND/OR BY ACCEPTED STORM WATER DISPOSAL METHODS.
15. MINIMUM BUILDING SETBACKS AND DIMENSIONAL STANDARDS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE APPLICABLE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMITS.

Underground Utility Note

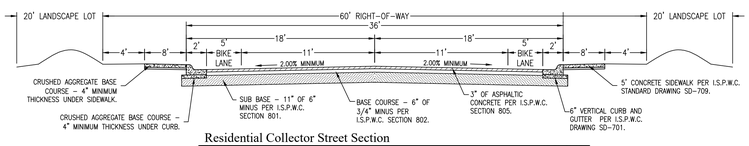
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. DEVIATIONS MAY EXIST BETWEEN THE LOCATIONS SHOWN HEREON AND THEIR ACTUAL LOCATION(S).

Street Sections



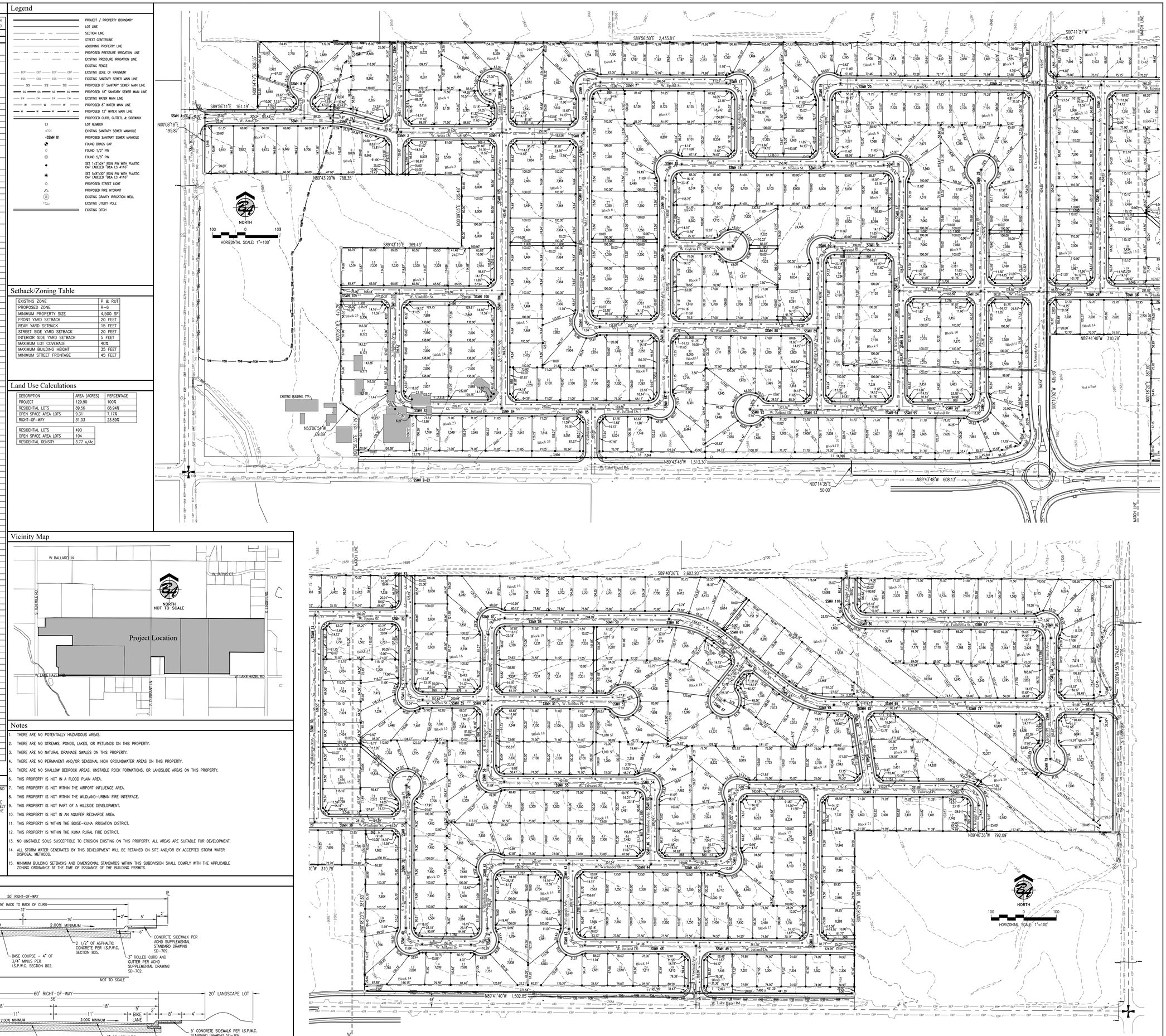
Local Street Section

NOT TO SCALE



Residential Collector Street Section
(S. Durrant Ave.)

NOT TO SCALE



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5305 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

THE AFFIXED STAMP INDICATES THAT THE SUBDIVISION BOUNDARY SHOWN HEREON WAS SURVEYED ON AN ACTUAL FIELD SURVEY.

Caspian Subdivision

PARCELS OF LAND, INCLUDING A PORTION OF LOT 3, BLOCK 1 OF TITUS SUBDIVISION, SITUATE IN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

Preliminary Plat

Owner/Applicant
Caspian Homes, LLC
6152 W. HALF MOON LN.
EAGLE, ID 83616

Parcel Numbers
S1235347000
S1235346600
S1235346811
S1235449215
R8488703005

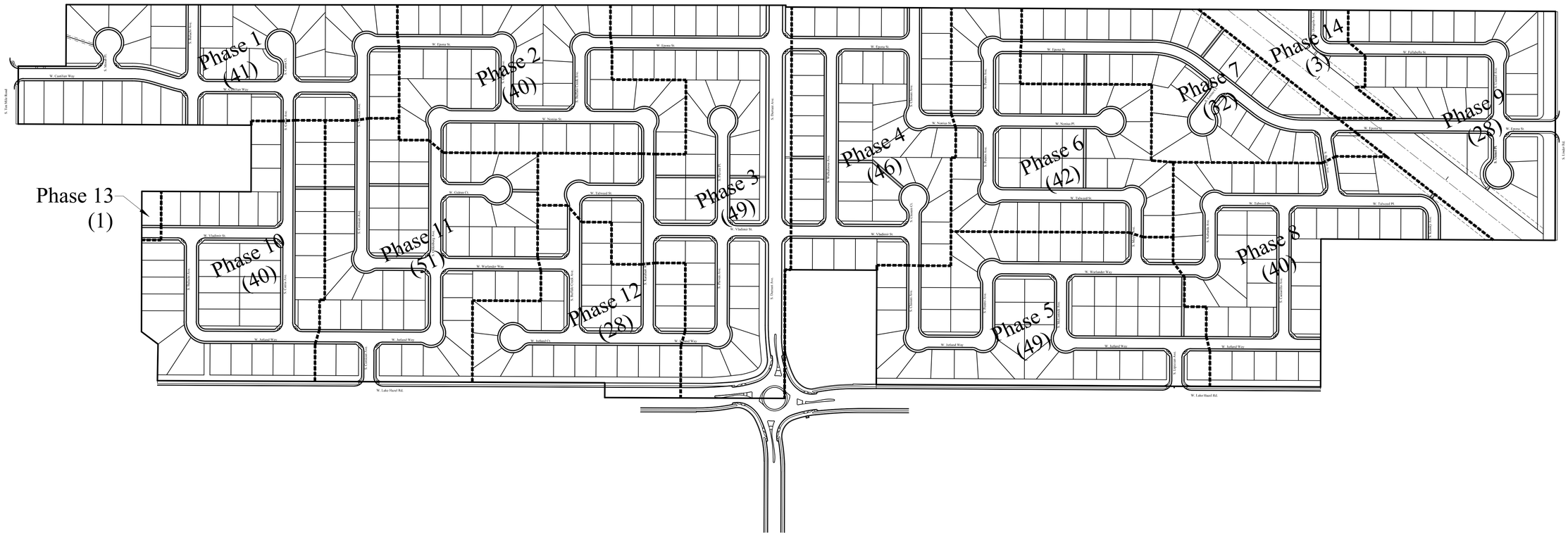
DATE:	MARCH 30, 2016
HORIZ. SCALE:	AS NOTED
VERT. SCALE:	AS NOTED
DRAWN BY:	J.L. HALL
CHECKED BY:	J.D. CANNING
FILE:	ET11\dwg\Caspian Sub PrePlat.dwg

SHEET NO.: 1

NORTH

180 0 180

HORIZONTAL SCALE: 1"=180'



Phase Lot Counts

PHASE	RESIDENTIAL LOTS
1	41
2	40
3	49
4	46
5	49
6	42
7	32
8	40
9	28
10	40
11	51
12	28
13	1
14	3
TOTAL	490

Land Use Calculations

DESCRIPTION	AREA (ACRES)	PERCENTAGE
PROJECT	129.90	100%
RESIDENTIAL LOTS	89.56	68.94%
OPEN SPACE AREA LOTS	9.31	7.17%
RIGHT-OF-WAY	31.03	23.89%

RESIDENTIAL LOTS	490
OPEN SPACE AREA LOTS	104
RESIDENTIAL DENSITY	3.77 u/Ac

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

Preliminary Phasing Plan for:

Caspian Subdivision

PARCELS OF LAND, INCLUDING A PORTION OF LOT 3, BLOCK 1 OF TITUS SUBDIVISION, SITUATE IN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

Revisions

REV.	DESC.	DATE/BY

SCALE: AS SHOWN
DATE: JUNE 14, 2016
DRAWN BY: J.L. HALL
CHECKED BY: J.J. LANNING
PROJECT NO. ET11
DRAWING FILE NAME: ET11/dwg/Caspian Sub. PrePlat.dwg

SHEET NO:
1

(Space above reserved for recording)

ORDINANCE 2019-09
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[Challenger Development Inc. real property]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **MAKING CERTAIN FINDINGS; and**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S CHALLENGER DEVELOPMENT INC.; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as CHALLENGER DEVELOPMENT INC. [legally

described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

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

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 16th day of April, 2019.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON CHALLENGER DEVELOPMENT INC.

A parcel of land known as Lot 13 in the Kuna-Orchard Tracts, according to the official plat thereof, filed in Book 6 of Plats at Page 291, official records of Ada County, Idaho.

Said parcel contains 9.425 acres more or less.

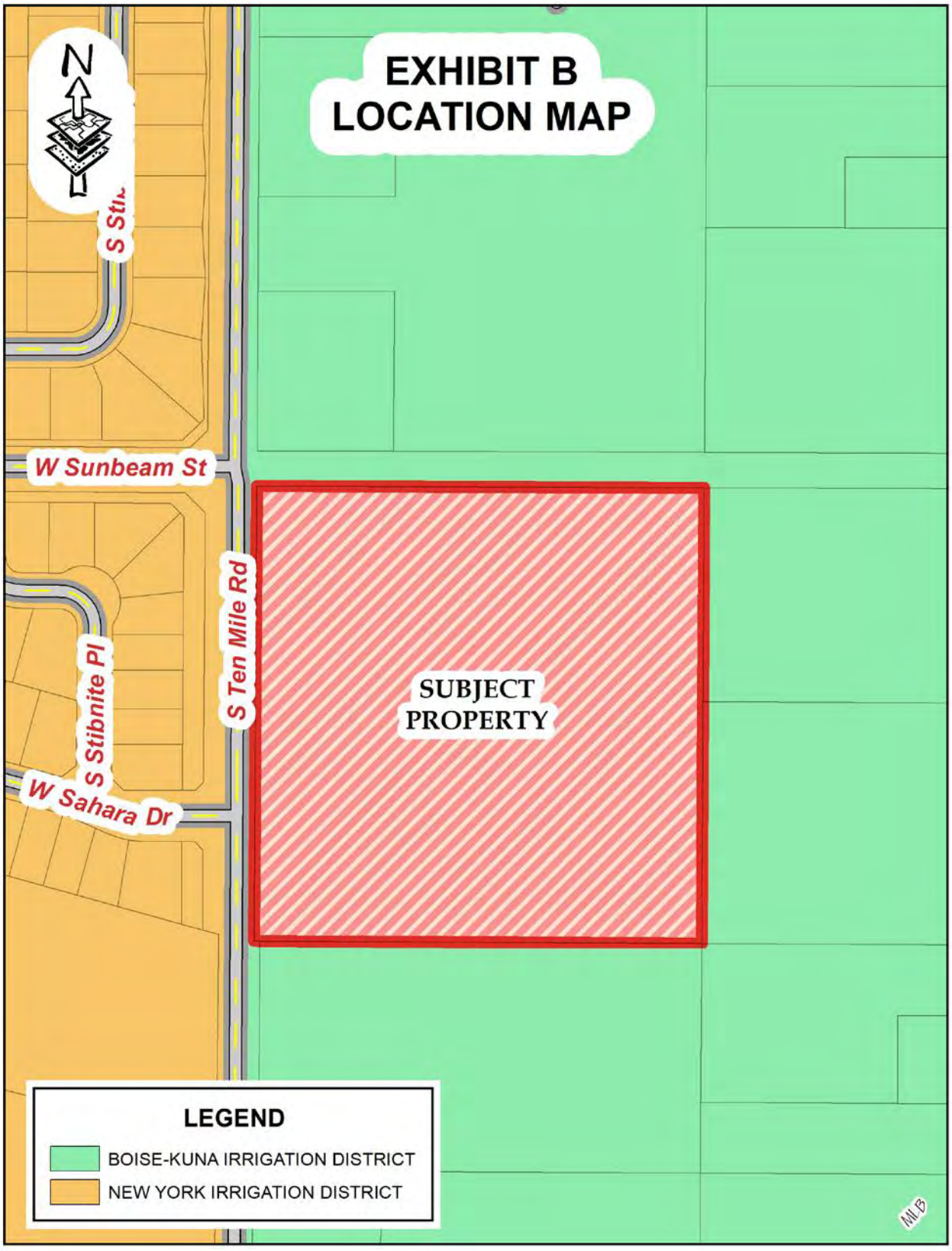


EXHIBIT B
LOCATION MAP
N
S Stib
W Sunbeam St
S Ten Mile Rd
S Stibnite Pl
W Sahara Dr
SUBJECT
PROPERTY
LEGEND
BOISE-KUNA IRRIGATION DISTRICT
NEW YORK IRRIGATION DISTRICT
MLB

B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

October 10, 2018

City of Kuna
751 W. 4th St.
Kuna. Idaho 83634

Subject: **Desert Hawk Subdivision No. 4 - Surface Water Rights**

City of Kuna Staff:

On behalf of the land owner as its agent, please consider this request to convey any irrigation surface water rights for Desert Hawk Subdivision No. 4 to the City of Kuna municipal irrigation system as required.

Please find attached a legal description for the subject area.

Sincerely,

David Crawford
Project Manager
B&A Engineers, Inc.

(Space above reserved for recording)

KUNA CITY ORDINANCE NO. 2019-10
JRL PROPERTIES LLC & JRL PROPERTIES LP
MUNICIPAL ANNEXATION AND ZONING ORDINANCE

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1418120755 OWNED BY JRL PROPERTIES LLC AND S1418121130 OWNED BY JRL PROPERTIES LP SITUATED WITHIN THE UNICORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **RESPECTIVELY ESTABLISHING R-8 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTIES; AND**
- **AMENDING THE OFFICIAL ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE as follows:

1. The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

2. JRL Properties LLC (the "Owners") is the owner Ada County Assessor's Parcel No. S1418120755 [legally described in Exhibit A-1 attached hereto and by this reference herein incorporated] (the "Real Properties").

3. JRL Properties LP (the "Owners") is the owner Ada County Assessor's Parcel No. S1418121130 [legally described in Exhibit A-2 attached hereto and by this reference herein incorporated] (the "Real Properties").

4. The Real Properties are both situated in the unincorporated area of Ada County; and

5. The Owners have filed with the City the following written requests and applications:
   - Annexation of Parcel Nos. S1418120755 and S1418121130 with an R-8 zoning district classification; and

6. The Planning and Zoning Commission of the City (the "Commission"), pursuant to public notice as required by law, held a public hearing on January 22, 2019 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on February 12, 2019 recommending to the Mayor and the City Council of the City (the "Council") that the Owners' annexation and zoning applications for parcel nos. S1418120755 and S1418121130 be approved with a zoning district classification of R-8; and

7. The Council, pursuant to public notice as required by law, held a public hearing on March 5, 2019 on the Owner's applications and requests for the Real Properties annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on March 19, 2019) wherein the City Council determined that the Owners' written request and applications for annexation of parcel nos. S1418120755 and S1418121130 should be granted with an R-8 zoning district classification.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said Real Properties can reasonably be assumed to be a part of the orderly development of the City, and that the Owners of said Real Properties have requested and made application, in writing, for the annexation thereof to the City.

Section 2: The Real Properties, are situated within Ada County, Idaho and are adjacent and contiguous to the City, are designated by the Ada County Assessor's Office as Parcel Nos. S1418120755 and S1418121130; and are more particularly and legally described in "Exhibit A-1" and "Exhibit A-2" – and are depicted in "Exhibit B" – Location Map, attached hereto and incorporated herein by reference; and

Section 3: The Real Property, designated by Ada County Assessor's Office as Parcel No. S1418120755 [more particularly and legally described in "Exhibit A-1"], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 4: The Real Property, designated by Ada County Assessor's Office as Parcel No. S1418121130 [more particularly and legally described in "Exhibit A-2"], is annexed to and incorporated within the incorporated territorial limits of the City of Kuna, Idaho.

Section 5: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory of the Real Properties shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 6: The zoning district classification of the real properties, described in Section 3 above, is established as R-8 in accordance with the Zoning Ordinance of the City; and

Section 7: The Official Zoning Map of the City (the "Zoning Map") is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Property described in Section 3 and designate said Real Property with an R-8 zoning district classification; and

Section 8: The Official Zoning Map of the City (the "Zoning Map") is hereby amended and the City Engineer is directed to include on the Zoning Map the Real Property described in Section 4 and designate said Real Property with an R-8 zoning district classification; and

Section 9: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal descriptions of the real properties annexed by this Ordinance.

Section 10: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 16th day of April, 2019.

CITY OF KUNA

_____
Joe Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A-1

JRL PROPERTIES LLC & JRL PROPERTIES LP
MUNICIPAL ANNEXATION

PARCEL NO. S1418120755 Legal Description

A parcel of land located in the NE 1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 18 from which the E1/4 corner of said Section 18 bears South 00°22'30" West, 2643.18 feet;

thence along the East boundary line of said Section 18 South 00°22'30" West, 1345.60 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said East boundary line South 00°22'30" West, 215.64 feet;

thence leaving said East boundary line North 89°24'07" West, 1,294.76 feet;

thence North 70°52'25" West, 1,021.82 feet;

thence North 77°18'25" West, 398.64 feet to a point on the North-South centerline of said Section 18;

thence along said North-South centerline North 00°23'35" East, 211.66 feet;

thence leaving said North-South centerline South 89°36'25" East, 227.00 feet;

thence North 00°23'35" East, 13.01 feet;

thence South 89°36'25" East, 10.00 feet;

thence South 77°18'25" East, 132.61 feet;

thence 194.81 feet along the arc of a curve to the right, said curve having a radius of 1,735.00 feet, a central angle of 06°26'00" and a long chord which bears South 74°05'25" East, 194.71 feet;

thence South 70°52'25" East, 267.80 feet;

thence North 19°07'35" East, 248.00 feet;

thence North 08°29'47" East, 90.37 feet;

thence North 55°34'36" West, 80.00 feet;

thence North 04°14'14" East, 112.40 feet;

thence 18.45 feet along the arc of a non-tangent curve to the right, said curve having a radius of 75.00 feet, a central angle of 14°05'32" and a long chord which bears South 82°33'39" East, 18.40 feet;

thence North 14°29'07" East, 50.00 feet;

thence 30.74 feet along the arc of a non-tangent curve to the left, said curve having a radius of 125.00 feet, a central angle of 14°05'32" and a long chord which bears North 82°33'39" West, 30.67 feet;

thence North 89°36'25" West, 14.41 feet;

thence North 00°23'35" East, 110.00 feet;

thence South 89°36'25" East, 11.45 feet;

thence North 01°56'00" East, 110.04 feet;

thence 34.11 feet along the arc of a non-tangent curve to the right, said curve having a radius of 345.00 feet, a central angle of 05°39'52" and a long chord which bears South 86°46'29" East, 34.09 feet;

thence North 06°03'27" East, 50.00 feet;

thence North 06°09'46" East, 106.71 feet;

thence North 85°04'32" West, 72.93 feet;

thence South 88°37'15" West, 51.45 feet;

thence North 00°23'35" East, 131.32 feet;

thence North 45°28'54" East, 24.31 feet;

thence South 42°31'14" East, 31.73 feet;

thence South 89°25'47" East, 62.00 feet;

thence North 00°34'13" East, 31.00 feet;

thence South 89°25'47" East, 15.51 feet to a point on the centerline of the Mason Creek Feeder;

thence along said centerline South 55°34'36" East, 631.36 feet;

thence continuing along said centerline South 51°36'36" East, 1,580.10 feet to the **REAL POINT OF BEGINNING**. Containing 41.91 acres, more or less.

EXHIBIT A-2

JRL PROPERTIES LLC & JRL PROPERTIES LP
MUNICIPAL ANNEXATION

PARCEL NO. S1418121130 Legal Description

A parcel of land located in the NW 1/4 of the NE 1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at the N1/4 corner of said Section 18 from which the NE corner of said Section 18 bears South 89°25'47" East, 2651.45 feet;

thence along the North boundary line of said Section 18 South 89°25'47" East, 550.00 feet;

thence leaving said North boundary line South 00°34'13" West, 25.00 feet;

thence South 89°25'47" East, 227.00 feet;

thence South 42°31'14" East, 10.71 feet;

thence South 45°28'54" West, 24.31 feet;

thence South 00°23'35" West, 131.32 feet;

thence North 88°37'15" East, 51.45 feet;

thence South 85°04'32" East, 72.93 feet;

thence South 06°09'46" West, 106.71 feet;

thence South 06°03'27" West, 50.00 feet;

thence 34.11 feet along the arc of a non-tangent curve to the left, said curve having a radius of 345.00 feet, a central angle of 05°39'52" and a long chord which bears North 86°46'29" West, 34.09 feet;

thence South 01°56'00" West, 110.04 feet;

thence North 89°36'25" West, 11.45 feet;

thence South 00°23'35" West, 110.00 feet;

thence South 89°36'25" East, 14.41 feet;

thence 30.74 feet along the arc of a curve to the right, said curve having a radius of 125.00 feet, a central angle of 14°05'32" and a long chord which bears South 82°33'39" East, 30.67 feet;

thence South 14°29'07" West, 50.00 feet;

thence 18.45 feet along the arc of a non-tangent curve to the left, said curve having a radius of 75.00 feet, a central angle of 14°05'32" and a long chord which bears North 82°33'39" West, 18.40 feet;

thence South 04°14'14" West, 112.40 feet;

thence South 55°34'36" East, 80.00 feet;

thence South 08°29'47" West, 90.37 feet;

thence South 19°07'35" West, 248.00 feet;

thence North 70°52'25" West, 267.80 feet;

thence 194.81 feet along the arc of a curve to the left, said curve having a radius of 1,735.00 feet, a central angle of 06°26'00" and a long chord which bears North 74°05'25" West, 194.71 feet;

thence North 77°18'25" West, 132.61 feet;

thence North 89°36'25" West, 10.00 feet;

thence South 00°23'35" West, 13.01 feet;

thence North 89°36'25" West, 227.00 feet to a point on the North-South centerline of said Section 18;

thence along said North-South centerline North 00°23'35" East, 940.05 feet to the **REAL POINT OF BEGINNING.** Containing 18.93 acres, more or less.

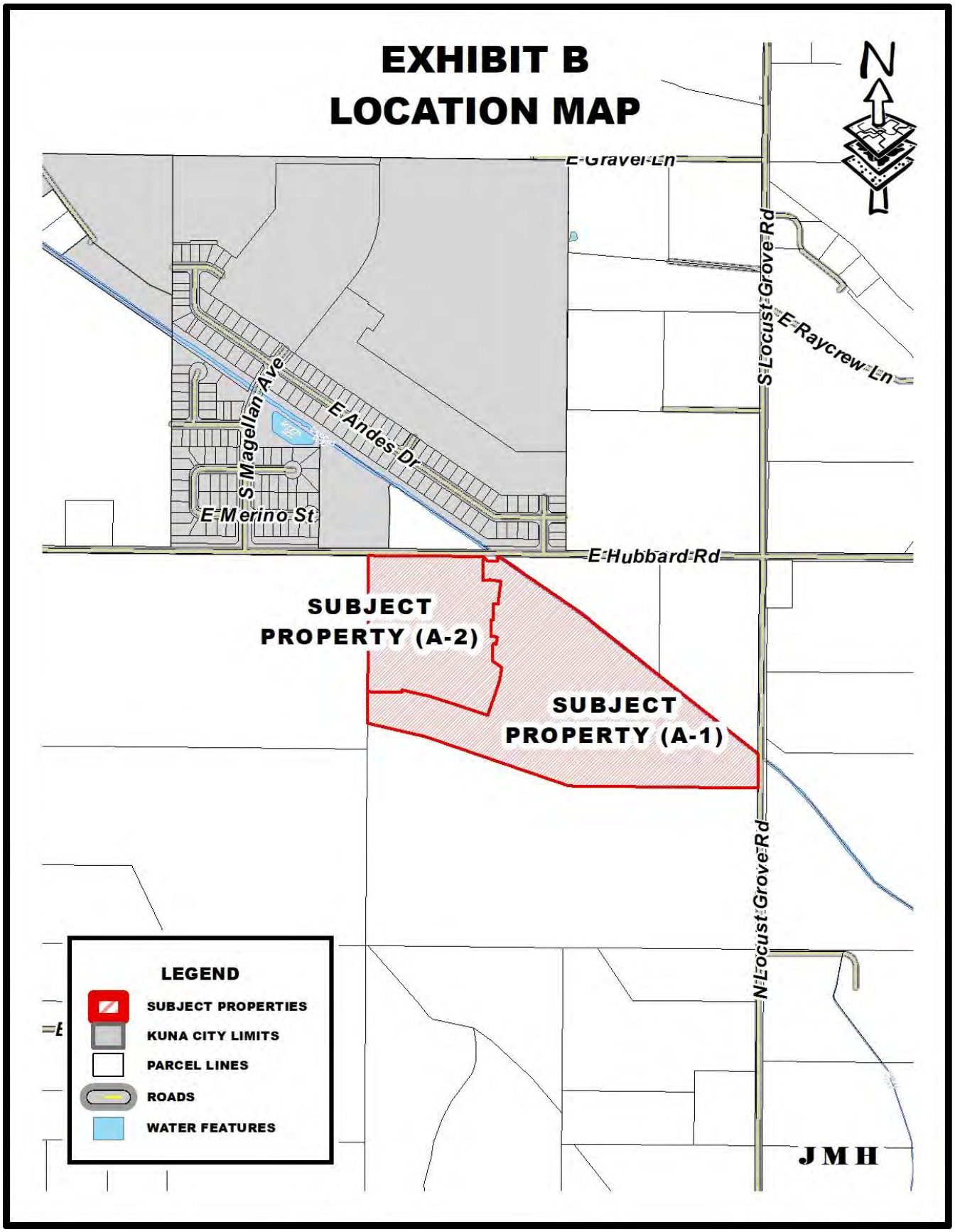


EXHIBIT B
LOCATION MAP
N
E Gravel Ln
S Locust Grove Rd
E Raycrew Ln
S Magellan Ave
E Andes Dr
E Merino St
E Hubbard Rd
SUBJECT PROPERTY (A-2)
SUBJECT PROPERTY (A-1)
N Locust Grove Rd
LEGEND
SUBJECT PROPERTIES
KUNA CITY LIMITS
PARCEL LINES
ROADS
WATER FEATURES
JMH