

**OFFICIALS**

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



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

**City Council Meeting**  
**AGENDA**  
**Tuesday, September 17, 2019**

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

- 1. Call to Order and Roll Call**
- 2. Invocation:** *Chris Bent, Calvary Chapel*
- 3. Pledge of Allegiance:** Mayor Stear
- 4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

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

**A. City Council Meeting Minutes**

- 1. Regular City Council Minutes, September 3, 2019**

**B. Accounts Payable Dated September 12, 2019 in the Amount \$1,169,204.48**

**C. Resolutions**

- 1. Consideration to approve Resolution No. R67-2019**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE STATEWIDE COPIER AND PRINTER CONTRACT EQUIPMENT PLACEMENT FORM WITH VALLEY OFFICE SYSTEMS.**

- 2. Consideration to approve Resolution No. R68-2019**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT, AUTHORIZING AND APPROVING THE PAYMENT OF**

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.

ANNUAL MEMBERSHIP DUES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

3. Consideration to approve Resolution No. R69-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2019-2020 FOR THE CITY OF KUNA, IDAHO.

4. Consideration to approve Resolution No. R70-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR SHERIFF'S COMMUNITY SERVICE (SCS) WORKERS FOR THE FISCAL YEAR 2019-2020 FOR THE CITY OF KUNA, IDAHO.

**D. Final Plats**

1. Consideration to approve Case No. 19-09-FP (Final Plat) for Crimson Point South.
2. Consideration to approve Case No. 19-05-FP (Final Plat) for Arbor Ridge Subdivision No. 5.

**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 that was tabled on September 3, 2019 and Consideration to approve Resolution No. R65-2019 – Bill Gigray, City Attorney ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO:

- MAKING CERTAIN FINDINGS;
  - ADOPTION OF THE KUNA RURAL FIRE DISTRICT CAPITAL IMPROVEMENTS PLAN- FINAL JANUARY 2018-AMENDED JUNE 2019 ("CAPITAL IMPROVEMENTS PLAN AMENDED JUNE 2019");
  - DIRECTING THE CITY CLERK;
  - SETTING AN EFFECTIVE DATE
- 
- *Open Public Hearing*
  - *Receive evidence*
  - *Consideration to close evidence presentation and proceed to deliberation*

Potential Motions:

- *Consideration to either:*
  - Option 1: Approve or Deny Resolution No. R65-2019.
  - Option 2: Continue the Public Hearing to a time and date certain.

**7. Business Items:**

- A. Domestic Violence Awareness Month Proclamation – Mayor Stear
- B. Consideration to approve Resolution No. R71-2019 – Bobby Withrow, Parks Director **ACTION ITEM**

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT TO NAME THE PROPERTY ON SHORTLINE ROAD, SOLD BY THE ZAMZOW FAMILY TO THE CITY OF KUNA, WHICH WILL BE TURNED INTO A CITY PARK, “HELEN ZAMZOW PARK” AS LONG AS THE PROPERTY REMAINS A PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- C. Request for \$120,000 from Park Impact Fee Fund to start developing Helen Zamzow Park – Bobby Withrow, Parks Director **ACTION ITEM**

**8. Ordinances:**

- A. Consideration to approve Ordinance No. 2019-36 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ALL LANDS LEGALLY DESCRIBED IN EXHIBIT A-1, OWNED BY FALCON CREST LLC, OR FALCON CREST HOLDINGS LLC, OR FAIRMOUNT TEMPLE LLC, SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*  
*Consideration to approve ordinance*

**B. Consideration to approve Ordinance No. 2019-37 ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTIES, TO WIT: LANDS LEGALLY DESCRIBED IN EXHIBIT A-1 and A-2, OWNED BY FALCON CREST LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE 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:**

*None*

**10. Executive Session:**

**A. Convene to Executive Session pursuant to:**

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

- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

**11. Adjournment:**

**OFFICIALS**

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

**CITY OF KUNA**

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

**City Council Meeting****MINUTES**

**Tuesday, September 3, 2019**

**6:00 P.M. REGULAR CITY COUNCIL****1. Call to Order and Roll Call at 6:08 pm****COUNCIL MEMBERS PRESENT:**

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

**CITY STAFF PRESENT:**

Jared Empey, City Treasurer  
 Chris Engels, City Clerk  
 Bill Ponkoney, City Attorney  
 Lisa Holland, Economic Development Director  
 Wendy Howell, Planning & Zoning Director  
 Nancy Stauffer, Human Resources Director  
 Bobby Withrow, Parks Director  
 Jon McDaniel, Police Chief

**2. Invocation: None****3. Pledge of Allegiance: Mayor Stear**

**4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS  
 (Timestamp 00:00:57)**

*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, August 20, 2019

B. Accounts Payable Dated August 29, 2019 in the Amount \$286,381.70

C. Resolutions

1. Consideration to approve Resolution No. R60-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2019 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R33-2018.

2. Consideration to approve Resolution No. R61-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE PRESSURIZED IRRIGATION REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF NINETEEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS AND 00/100 (\$19,337.00).

3. Consideration to approve Resolution No. R62-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE WATER REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED FORTY DOLLARS AND 00/100 (\$21,940.00).

4. Consideration to approve Resolution No. R63-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE SEWER LINE REIMBURSEMENT AGREEMENT WITH SELECT DEVELOPMENT AND CONTRACTING LLC, IN THE AMOUNT OF FIFTY-EIGHT THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS AND 96/100 (\$58,353.96).

5. Consideration to approve Resolution No. R66-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE DEED OF PUBLIC UTILITIES EASEMENTS GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE FROM VIPER INVESTMENTS, LLC.

**D. Final Plats**

1. Consideration to approve Case No. 19-04-FP (Final Plat) for Arbor Ridge Subdivision No. 6.
2. Consideration to approve Case No. 19-07-FP (Final Plat) for Merino Cove Subdivision.

**Council President Buban-Vonder Haar moved to approve the consent agenda. Seconded by Council Member McPherson. Motion carried 4-0.**

**5. Community Reports or Requests:**

*None*

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

- A. Public Hearing and consideration to approve Annual Appropriation Ordinance No. 2019-31 and Resolution No. R64-2019 – Jared Empey, City Treasurer **ACTION ITEM**  
(Timestamp 00:01:22)

City Treasurer Jared Empey presented the FY20 budget. He noted nothing had changed since they adopted the tentative budget and stood for questions.

Mayor Stear complimented Mr. Empey on the clean and easy budget process that year.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

Rebuttal: None

**Council President Buban-Vonder Haar moved to close evidence presentation and proceed to deliberation. Seconded by Council Member McPherson. Motion carried 4-0.**

**1. Consideration to approve Ordinance No. 2019-31**

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-31. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-31. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**2. Consideration to approve Resolution No. R64-2019**

A RESOLUTION OF THE CITY OF KUNA, IDAHO CERTIFYING THE INTENT OF THE KUNA CITY COUNCIL TO LEVY, AS PART OF THE GENERAL TAX LEVY ADOPTED PURSUANT TO ORDINANCE NO. 2019-31, FOREGONE PROPERTY TAXES.

**Council President Buban-Vonder Haar moved to approve Resolution No. R64-2019. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**B. Public Hearing and Consideration to approve R65-2019 – Bill Gigray, City Attorney**

**ACTION ITEM**

*(Timestamp 00:05:34)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO:

- MAKING CERTAIN FINDINGS;
- ADOPTION OF THE KUNA RURAL FIRE DISTRICT CAPITAL IMPROVEMENTS PLAN- FINAL JANUARY 2018-AMENDED JUNE 2019 ("CAPITAL IMPROVEMENTS PLAN AMENDED JUNE 2019");
- DIRECTING THE CITY CLERK;
- SETTING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to table the public hearing and consideration to approve R65-2019 until the September 17, 2019 City Council Meeting. Seconded by Council Member McPherson. Motion carried 4-0.**

**7. Business Items:**

**A. Economic Development Update – Lisa Holland, Economic Development Director**  
*(Timestamp 00:07:22)*

Economic Development Director Lisa Holland updated Council on what had been accomplished in the last year with Economic Development and some goals for the upcoming year. She stood for questions.

Mayor Stear added Ms. Holland had been very busy and was keeping him up to date on a daily basis. He welcomed Council to make suggestions and, if they came up with suggestions later on, they could send them in.

Ms. Holland invited the Council Members to meet with her 1 on 1 as well.

Council President Buban-Vonder Haar was concerned about businesses' staying power once they came into Kuna. They had so many good businesses leave and wondered if there was any way they could better support local businesses.

Ms. Holland said that was a high priority for her as well and reviewed some ideas she had for that.

Mayor Stear felt a good thing with that subject was they were hearing from businesses that they were so busy they didn't need any help with marketing. He thought the market was good and they had some good, strong companies. Ms. Holland was out there talking to them and, as they heard of any issues, she would go out to see what the City could do.

Council Member Cardoza asked what happened to the brewery.

Ms. Holland replied they did not find the inventory they were looking for so they crossed Kuna off their list for the moment but they said they would come back to Kuna if other products became available. That was a big challenge for Kuna. There weren't a lot of available buildings so they had to bring in their own equipment and build. They were getting there but it was definitely on her short list.

Council President Buban-Vonder Haar asked for an update on Rice Works.

Ms. Holland replied she didn't have a set date yet but thought they were getting closer.

Council Member Christensen asked what was going in next to the Snake River Bar and Grill.

Ms. Holland said the spaces were spoken for but she could not say yet who was going into those spaces.

Council thanked Ms. Holland.

## 8. Ordinances:

### A. Third Reading and Consideration to approve Ordinance No. 2019-22 **ACTION ITEM**

(Timestamp 00:16:40)

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- AMENDING SECTIONS 1, 2, 3 and 4 OF CHAPTER 3 OF TITLE 3 KUNA CITY CODE MAKING TECHNICAL CHANGES TO PURPOSE, LICENSE REQUIREMENTS, LICENSE APPLICATIONS AND ADDING TERMS TO DEFINITIONS TO SOLICITORS AND PEDDLERS LICENSURE REQUIREMENT; AND
- AMENDING CHAPTER 3 OF TITLE 3 KUNA CITY CODE BY THE ADDITION OF A NEW SECTION 11 PROVIDING FOR A LICENSE EXEMPTION; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Mayor Stear noted no comments had been received regarding this.

Council President Buban-Vonder Haar recalled City Attorney Bill Gigray had said some of the changes were reflective of language he had used in other jurisdictions which made her hopeful it was the right fit. They had talked about a concern regarding local organizations and whether that should be expanded. The fact that no one made any comments in the six weeks made her think it was not a huge issue. She

was fine with moving forward with the changes as proposed and seeing how it worked. If needed they could come back and fix any problems.

City Clerk Chris Engels commented the community was well versed in the Solicitors Code up to and including that when the Census began to roll at and people were going to homes, citizens were asking for their City licenses. The community in general was supportive of the City knowing who was coming to their doors.

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-22. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve summary publication of Ordinance No. 2019-22. Seconded by Council Member McPherson. Motion carried 4-0.**

**B. Consideration to approve Ordinance No. 2019-29 ACTION ITEM**  
(Timestamp 00:20:29)

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 PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1303141900 OWNED BY JEFFERSON WASHBURN SITUATED WITHIN THE UNINCORPORATED 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 PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-29. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-29. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

- C.** Consideration to approve Ordinance No. 2019-30 **ACTION ITEM**  
(Timestamp 00:22:13)

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NOS. S1418233650 & S1418234000 OWNED BY GO FOR IT, LLC, PARCEL NOS. R7534260350 & R7534260218 OWNED BY SELECT DEVELOPMENT, LLC, PARCEL NO. R7534260155 OWNED BY JANE C. GOLDEN, AND PARCEL NO. R7534260400 OWNED BY SANDSTONE FARMS, LLC, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-30. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-30. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

- D.** Consideration to approve Ordinance No. 2019-32 **ACTION ITEM**  
(Timestamp 00:24:12)

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1323212410 OWNED BY NSDF, LLC SITUATED WITHIN THE COPORATE LIMITS OF THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING C-1 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND

- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-32. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-32. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

- E. Consideration to approve Ordinance No. 2019-33 ACTION ITEM**  
(Timestamp 00:25:32)

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL AND THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1301336320 OWNED BY KUNA SCHOOL DISTRICT NO. 3, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING PUBLIC ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-33. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-33. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**F. Consideration to approve Ordinance No. 2019-34 ACTION ITEM**  
(Timestamp 00:26:54)

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 PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1325438500 OWNED BY SSM2 COMPANY SITUATED WITHIN THE UNINCORPORATED 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-6 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-34. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-34. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**G. Consideration to approve Ordinance No. 2019-35 ACTION ITEM**  
(Timestamp 00:28:21)

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 PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R4313530015 OWNED BY COTTONWOOD CROSSING FARM, LLC SITUATED WITHIN THE UNINCORPORATED 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-2 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTY; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-35. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-35. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

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

*(Timestamp 00:29:51)*

Mayor Stear said they had a great meeting with the School District that night and was happy to get that going again.

Council President Buban-Vonder Haar asked Parks Director Bobby Withrow to add something about park amenities that was more searchable to the website. She gave the example of searching for basketball courts and all the sites with basketball courts come up.

Parks Director Bobby Withrow replied they could do that. He would work with City Clerk Chris Engels on it.

Council President Buban-Vonder Haar added there had also been a request for an overall map of the Disc Golf Course.

Mr. Withrow responded they were working on getting that done.

Council President Buban-Vonder Haar reminded everyone the Mayor's Table was coming up.

#### **10. Executive Session:**

*None*

#### **11. Adjournment: 6:38 P.M.**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk*

*Date Approved: CCM 09.17.2019*



### CITY OF KUNA

751 W. 4<sup>th</sup> Street • Kuna, Idaho • 83634 • Phone (208) 922-5546  
Fax: (208) 922-5989 • [www.kunacity.id.gov](http://www.kunacity.id.gov)

## PUBLIC HEARING SIGN-UP SHEET

Kuna City Council Meeting 6:00 p.m.  
September 3, 2019

### **Ordinance No. 2019-31 - Annual Appropriations and Resolution No. R64-2019 – General Tax Levy**

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
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### CITY OF KUNA

751 W. 4<sup>th</sup> Street • Kuna, Idaho • 83634 • Phone (208) 922-5546  
Fax: (208) 922-5989 • [www.kunacity.id.gov](http://www.kunacity.id.gov)

## PUBLIC HEARING SIGN-UP SHEET

Kuna City Council Meeting 6:00 p.m.  
September 3, 2019

### **Amended Kuna Rural Fire District Capital Improvements Plan Resolution No. R65-2019**

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
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City of Kuna

## Payment Approval Report - City Council Approval

Page: 2

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
				RENTAL, ADA188, WEEKLY, ARBOR RIDGE PARK, 07/22/2019-08/18/2019, AUG. '19	08/20/2019	198.12	.00	01-6212_RENT- EQUIPMENT	1004	9/19		
	Total 114-8994694:					198.12	.00					
1463	A COMPANY, INC.	114-8994695		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADA392, BI-WEEKLY, SADIE CREEK PARK, 07/22/2019-08/18/2019, AUG. '19	08/20/2019	160.00	.00	01-6212_RENT- EQUIPMENT	1004	9/19		
	Total 114-8994695:					160.00	.00					
1463	A COMPANY, INC.	114-8994697		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADA412, WEEKLY, SEGO PRAIRIE POND/NICHOLSON PARK, 07/22/2019-08/18/2019, AUG. '19	08/20/2019	202.36	.00	01-6212_RENT- EQUIPMENT	1004	9/19		
	Total 114-8994697:					202.36	.00					
1463	A COMPANY, INC.	114-8994698		STANDARD RESTROOM RENTAL, ADA397, BI-WEEKLY SERVICE, WINCHESTER PARKS SUTTERS MILL, 7/22/2019-8/18/2019, AUG. '19	08/20/2019	160.00	.00	01-6212_RENT- EQUIPMENT	1004	9/19		
	Total 114-8994698:					160.00	.00					
1463	A COMPANY, INC.	114-9031399		ADA WHEELCHAIR ACCESSIBLE, WEEKLY SERVICE, BUTLER PARK, 08/23/2019-9/19/2019, SEP. '19	08/27/2019	195.92	.00	01-6212_RENT- EQUIPMENT	1004	9/19		
	Total 114-9031399:					195.92	.00					
	Total A COMPANY, INC.:					1,509.70	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 3

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0534510	8979	"REVIEWED FOR" 4 LINE 3" RUBBER STAMP. "REVIEWED STAMP FOR ACHD IMPACT FEES" X-STAMPER #1223 RECEIVED W/BOX, BUILDING, AUG. '19	08/30/2019	32.03	.00	01-6165 OFFICE SUPPLIES	1005	9/19		
Total 0534510:						32.03	.00					
Total ABC STAMP, SIGNS & AWARDS:						32.03	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	08312019ACH		ACHD IMPACT FEE, AUG.'19	08/31/2019	233,548.00	233,548.00	01-2510 ACHD IMPACT FEE TRANSFER	0	9/19	09/10/2019	
Total 08312019ACHDI:						233,548.00	233,548.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						233,548.00	233,548.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	8501		SHERIFF SERVICES FOR SEPTEMBER 2019	09/03/2019	183,845.77	.00	01-6000 LAW ENFORCEMENT SERVICES	0	9/19		
Total 8501:						183,845.77	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						183,845.77	.00					
<b>ADVANCED COMMUNICATIONS, INC.</b>												
1566	ADVANCED COMMUNICATIONS, INC.	000010230901		INTERNET SERVICE AT THE PARKS OFFCE HOUSE FOR SEPTEMBER 2019	09/01/2019	203.98	.00	01-6290 UTILITIES	1004	9/19		
Total 0000102309012019:						203.98	.00					
1566	ADVANCED COMMUNICATIONS, INC.	23274		3 PHONES SETUP AT PARKS. 3 EA POWER SUPPLY. 3 EA POWER CHORD. PARKS. AUG. '19	08/30/2019	418.85	.00	40-6020 CAPITAL IMPROVEMENTS	1173	9/19		

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 23274:						418.85	.00					
Total ADVANCED COMMUNICATIONS, INC.:						622.83	.00					
<b>ALLSTREAM BUSINESS US, INC</b>												
1411	ALLSTREAM BUSINESS US, INC	16336629		TELEPHONE, DATA, AND NETWORK SERVICES, 9/1/2019-9/30/2019 - ADMIN	09/01/2019	326.58	.00	01-6255 TELEPHONE	0	9/19		
1411	ALLSTREAM BUSINESS US, INC	16336629		TELEPHONE, DATA, AND NETWORK SERVICES, 9/1/2019-9/30/2019 - WATER	09/01/2019	303.25	.00	20-6255 TELEPHONE EXPENSE	0	9/19		
1411	ALLSTREAM BUSINESS US, INC	16336629		TELEPHONE, DATA, AND NETWORK SERVICES, 9/1/2019-9/30/2019 - SEWER	09/01/2019	303.25	.00	21-6255 TELEPHONE EXPENSE	0	9/19		
1411	ALLSTREAM BUSINESS US, INC	16336629		TELEPHONE, DATA, AND NETWORK SERVICES, 9/1/2019-9/30/2019 - P.I.	09/01/2019	116.63	.00	25-6255 TELEPHONE EXPENSE	0	9/19		
1411	ALLSTREAM BUSINESS US, INC	16336629		TELEPHONE, DATA, AND NETWORK SERVICES, 9/1/2019-9/30/2019 - P&Z	09/01/2019	116.63	.00	01-6255 TELEPHONE	1003	9/19		
Total 16336629:						1,166.34	.00					
Total ALLSTREAM BUSINESS US, INC:						1,166.34	.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	65656		MONTHLY BACTERIA SAMPLES, AUG. '19	08/31/2019	308.75	.00	20-6152 M & R - LABORATORY COSTS	0	9/19		
Total 65656:						308.75	.00					
1	ANALYTICAL LABORATORIES	65657		LAB TESTS, AUG. '19 - SEWER	08/31/2019	1,961.75	.00	21-6152 M & R - LABORATORY COSTS	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 5

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 65657:						1,961.75	.00					
Total ANALYTICAL LABORATORIES:						2,270.50	.00					
<b>BENDER ELECTRIC LLC</b>												
1751	BENDER ELECTRIC LLC	18-67	9007	<u>SPLASH PAD POWER AND ELECTRICAL SERVICES, INITIAL POWER HOOKUP FOR SPLASH PAD PUMP HOUSE, J. MORFIN, JULY '19</u>	07/02/2019	9,291.00	.00	<u>01-6045 CONTINGENCY</u>	1067	9/19		
Total 18-67:						9,291.00	.00					
1751	BENDER ELECTRIC LLC	19-24	9008	<u>MOVED POWER METER TO A DIFFERENT LOCATION ON THE PREMISES AT PARKS OFFICE, J. MORFIN, JULY '19</u>	07/02/2019	1,849.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	9/19		
Total 19-24:						1,849.00	.00					
Total BENDER ELECTRIC LLC:						11,140.00	.00					
<b>BOB BACHMAN</b>												
1041	BOB BACHMAN	08292019BB		<u>REIMBURSEMENT FOR LUNCH MEETING, CITY OF MERIDIAN JOINT MEETING, B.BACHMAN, AUG.'19 - WATER</u>	08/29/2019	22.39	22.39	<u>20-6155 MEETINGS/COMMITTEES</u>	0	8/19	08/30/2019	
1041	BOB BACHMAN	08292019BB		<u>REIMBURSEMENT FOR LUNCH MEETING, CITY OF MERIDIAN JOINT MEETING, B.BACHMAN, AUG.'19 - SEWER</u>	08/29/2019	22.39	22.39	<u>21-6155 MEETINGS/COMMITTEES</u>	0	8/19	08/30/2019	
1041	BOB BACHMAN	08292019BB		<u>REIMBURSEMENT OF LUNCH MEETING, CITY OF MERIDIAN JOINT MEETING, B.BACHMAN, AUG.'19</u>	08/29/2019	8.54	8.54	<u>25-6155 MEETING/COMMITTEES</u>	0	8/19	08/30/2019	
Total 08292019BB:						53.32	53.32					

City of Kuna

Payment Approval Report - City Council Approval

Page: 6

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 BOB BACHMAN:						53.32	53.32					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	142608	8978	<u>6 PART CLASSIFICATION FOLDER, N. STAUFFER, AUG. '19 - ADMIN</u>	08/29/2019	15.84	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	142608	8978	<u>POST IT NOTES, CANDY FOR CUSTOMERS, EXPANDING FILE FOLDERS, RED PENS, AUG. '19 - ADMIN</u>	08/29/2019	22.33	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	142608	8978	<u>BLUE CARD STOCK, RED PENS, YELLOW HIGHLIGHTERS, BUILDING DEPARTMENT, AUG. '19</u>	08/29/2019	40.78	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	9/19		
1795	BUYWYZ LLC	142608	8978	<u>6 PART CLASSIFICATION FOLDER, N. STAUFFER, AUG. '19 - WATER</u>	08/29/2019	20.92	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	142608	8978	<u>6 PART CLASSIFICATION FOLDER, N. STAUFFER, AUG. '19 - SEWER</u>	08/29/2019	20.92	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	142608	8978	<u>6 PART CLASSIFICATION FOLDER, N. STAUFFER, AUG. '19 - P.I</u>	08/29/2019	5.71	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	142608	8978	<u>POST IT NOTES, CANDY FOR CUSTOMERS, EXPANDING FILE FOLDERS, RED PENS, AUG. '19 - WATER</u>	08/29/2019	20.74	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	142608	8978	<u>POST IT NOTES, CANDY FOR CUSTOMERS, EXPANDING FILE FOLDERS, RED PENS, AUG. '19 - SEWER</u>	08/29/2019	20.74	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	142608	8978	<u>POST IT NOTES, CANDY FOR CUSTOMERS, EXPANDING FILE FOLDERS, RED PENS, AUG. '19 - P.I.</u>	08/29/2019	7.98	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/19		
1795	BUYWYZ LLC	142608	8978	<u>POST IT NOTES, CANDY FOR CUSTOMERS, EXPANDING FILE FOLDERS, RED PENS, AUG. '19 - P&amp;Z</u>	08/29/2019	7.98	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/19		



City of Kuna

## Payment Approval Report - City Council Approval

Page: 8

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
				- ADMIN	09/01/2019	459.20	.00	01-6052 CONTRACT SERVICES	0	9/19		
1239	CASELLE INC	97331		CONTRACT SUPPORT AND MAINTENANCE FOR 10/1-31/19 - P & Z	09/01/2019	147.60	.00	01-6052 CONTRACT SERVICES	1003	9/19		
1239	CASELLE INC	97331		CONTRACT SUPPORT AND MAINTENANCE FOR 10/1-31/19 - WATER	09/01/2019	434.60	.00	20-6052 CONTRACT SERVICES	0	9/19		
1239	CASELLE INC	97331		CONTRACT SUPPORT AND MAINTENANCE FOR 10/1-31/19 - SEWER	09/01/2019	434.60	.00	21-6052 CONTRACT SERVICES	0	9/19		
1239	CASELLE INC	97331		CONTRACT SUPPORT AND MAINTENANCE FOR 10/1-31/19 - P.I	09/01/2019	164.00	.00	25-6052 CONTRACT SERVICES	0	9/19		
Total 97331:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113658		DEDICATED LANDLINE SCADA, 8/25/2019-9/24/2019, SEP. '19 - WATER	08/25/2019	21.40	.00	20-6255 TELEPHONE EXPENSE	0	9/19		
62	CENTURYLINK	208922113658		DEDICATED LANDLINE SCADA, 8/25/2019-9/24/2019, SEP. '19 - SEWER	08/25/2019	21.41	.00	21-6255 TELEPHONE EXPENSE	0	9/19		
62	CENTURYLINK	208922113658		DEDICATED LANDLINE SCADA, 8/25/2019-9/24/2019, SEP. '19 - P.I.	08/25/2019	8.15	.00	25-6255 TELEPHONE EXPENSE	0	9/19		
Total 208922113658B082519:						50.96	.00					
62	CENTURYLINK	208922211037		PARKS OFFICE INTERNET SERVICE FOR SEPTEMBER, 8/25/2019-9/24/2019, SEP. '19	08/25/2019	103.98	.00	01-6255 TELEPHONE	1004	9/19		

City of Kuna

Payment Approval Report - City Council Approval

Page: 9

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 2089222110376B082519:						103.98	.00					
Total CENTURYLINK:						154.94	.00					
<b>CHALLENGER DEVELOPMENT INC</b>												
1911	CHALLENGER DEVELOPMENT INC	08302019CD		MEMORY LIFT STATION REIMBURSEMENT, R46-2017, AUG. '19	08/30/2019	21,288.80	21,288.80	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	8/19	08/30/2019	
1911	CHALLENGER DEVELOPMENT INC	08302019CD		MEMORY RANCH PI TRUNK REIMBURSEMENT, R37-2017 - AUG. '19	08/30/2019	16,211.86	16,211.86	05-6307 PR IRR MAIN CAPACITY REIMBURSE	0	8/19	08/30/2019	
Total 08302019CD:						37,500.66	37,500.66					
Total CHALLENGER DEVELOPMENT INC:						37,500.66	37,500.66					
<b>CITIBANK, N.A.</b>												
1874	CITIBANK, N.A.	200117742	8870	TRAILER HITCH FOR THE AIR COMPRESSOR TRAILER, S. HOWELL, AUG. '19 - ADMIN	08/02/2019	64.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/19		
1874	CITIBANK, N.A.	200117742	8870	TRAILER HITCH FOR THE AIR COMPRESSOR TRAILER, S. HOWELL, AUG. '19 - WATER	08/02/2019	26.00	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1874	CITIBANK, N.A.	200117742	8870	TRAILER HITCH FOR THE AIR COMPRESSOR TRAILER, S. HOWELL, AUG. '19 - SEWER	08/02/2019	26.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1874	CITIBANK, N.A.	200117742	8870	TRAILER HITCH FOR THE AIR COMPRESSOR TRAILER, S. HOWELL, AUG. '19 - P.I.	08/02/2019	13.00	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
Total 200117742:						129.99	.00					
Total CITIBANK, N.A.:						129.99	.00					
<b>COASTLINE EQUIPMENT COMPANY</b>												
1788	COASTLINE EQUIPMENT COMPANY	617536		HYDRAULIC FITTING FOR COMPACTOR ATTACHMENT, FACILITIES, AUG. '19 - WATER	08/26/2019	22.27	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		

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
1788	COASTLINE EQUIPMENT COMPANY	617536		HYDRAULIC FITTING FOR COMPACTOR ATTACHMENT, FACILITIES, AUG. '19 - SEWER	08/26/2019	22.28	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1788	COASTLINE EQUIPMENT COMPANY	617536		HYDRAULIC FITTING FOR COMPACTOR ATTACHMENT, FACILITIES, AUG. '19 - P.I.	08/26/2019	8.49	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
Total 617536:						53.04	.00					
Total COASTLINE EQUIPMENT COMPANY:						53.04	.00					
<b>CONSOLIDATED SUPPLY CO</b>												
18	CONSOLIDATED SUPPLY CO	S009418609.0	8981	TYLER 2000 3" TUFGRIP GLAND RESTRAINT FOR IPS PVC W/ ACCESSORIES, 3" MECHANICAL JOINT, T. SHAFFER, AUG. '19	08/29/2019	292.58	.00	21-6150 M & R - SYSTEM	0	9/19		
Total S009418609.001:						292.58	.00					
Total CONSOLIDATED SUPPLY CO:						292.58	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	8203	8996	REPLACED TRANSDUCER AT PATAGONIA LIFT STATION, SUBMERSIBLE LEVER TRANSDUCER, T. FLEMING, SEP. '19	08/24/2019	1,144.40	.00	21-6150 M & R - SYSTEM	0	9/19		
Total 8203:						1,144.40	.00					
147	CUSTOM ELECTRIC, INC.	8204	8964	SETTING UP ETHERNET SWITCH AND PROGRAMMING FOR UTILITY WATER AT THE KUNA NORTH TREATMENT PLANT, T. SHAFFER, AUG. '19	08/24/2019	170.00	.00	21-6140 MAINT & REPAIR BUILDING	0	9/19		
Total 8204:						170.00	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 11

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
147	CUSTOM ELECTRIC, INC.	8211		<u>INSTALLED FLOAT SYSTEM AT THE SPLASH PAD, PARKS, SEP. '19</u>	09/03/2019	604.13	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		
Total 8211:						604.13	.00					
Total CUSTOM ELECTRIC, INC.:						1,918.53	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	886986001	9006	<u>BOOTS FOR D. ABBOTT, M.MEADE, SEPT.'19</u>	09/06/2019	139.99	.00	01-6285 UNIFORMS	1004	9/19		
75	D & B SUPPLY	886986001	9006	<u>6 EA GOPHER TRAPS, M.MEADE, SEPT.'19</u>	09/06/2019	47.94	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		
Total 886986001:						187.93	.00					
Total D & B SUPPLY:						187.93	.00					
<b>DIGLINE</b>												
25	DIGLINE	0061143-IN		<u>DIG FEES, AUG. '19 - WATER</u>	08/31/2019	278.16	.00	20-6065 DIG LINE EXPENSE	0	9/19		
25	DIGLINE	0061143-IN		<u>DIG FEES, AUG. '19 - SEWER</u>	08/31/2019	278.17	.00	21-6065 DIG LINE EXPENSE	0	9/19		
25	DIGLINE	0061143-IN		<u>DIG FEES, AUG. '19 - P.I.</u>	08/31/2019	105.97	.00	25-6065 DIG LINE EXPENSE	0	9/19		
Total 0061143-IN:						662.30	.00					
Total DIGLINE:						662.30	.00					
<b>DIVERSIFIED SYSTEMS INC</b>												
76	DIVERSIFIED SYSTEMS INC	WO-2642		<u>CONTINUED WORK TO FIX T.SHAFFER'S SUPERVISOR FUEL KEY, AUG. '19 - ADMIN</u>	08/28/2019	367.77	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 12

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
76	DIVERSIFIED SYSTEMS INC	WO-2642		<u>CONTINUED WORK TO FIX T.SHAFFER'S SUPERVISOR FUEL KEY, AUG. '19 - WATER</u>	08/28/2019	147.11	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/19		
76	DIVERSIFIED SYSTEMS INC	WO-2642		<u>CONTINUED WORK TO FIX T.SHAFFER'S SUPERVISOR FUEL KEY, AUG. '19 - SEWER</u>	08/28/2019	147.11	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/19		
76	DIVERSIFIED SYSTEMS INC	WO-2642		<u>CONTINUED WORK TO FIX T.SHAFFER'S SUPERVISOR FUEL KEY, AUG. '19 - P.I.</u>	08/28/2019	73.56	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/19		
Total WO-2642:						735.55	.00					
Total DIVERSIFIED SYSTEMS INC:						735.55	.00					
<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	08312019DMH		<u>PLUMBING PERMITS, AUG.'19</u>	08/31/2019	8,212.06	8,212.06	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	9/19	09/10/2019	
Total 08312019DMH:						8,212.06	8,212.06					
Total DMH ENTERPRISES:						8,212.06	8,212.06					
<b>DUBOIS CHEMICALS INC</b>												
512	DUBOIS CHEMICALS INC	IN-1878181	8962	<u>1 TOTE OF CHLORINE FOR WELLS, D. CROSSLEY, AUG '19</u>	08/29/2019	751.15	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total IN-1878181:						751.15	.00					
Total DUBOIS CHEMICALS INC:						751.15	.00					
<b>EC COMPANY</b>												
1797	EC COMPANY	251832		<u>ANNUAL MAINTENANCE ON BACK UP GENERATOR, T.SHAFFER, AUG.'19</u>	08/13/2019	2,050.00	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/19		
Total 251832:						2,050.00	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 13

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
1797	EC COMPANY	251833		<u>ANNUAL MAINTENANCE ON BACK UP GENERATOR. T. SHAFFER, AUG.'19</u>	08/13/2019	2,050.00	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/19		
Total 251833:						2,050.00	.00					
Total EC COMPANY:						4,100.00	.00					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	08312019ECI		<u>ELECTRICAL PERMITS, AUG.'19</u>	08/31/2019	10,511.70	10,511.70	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	9/19	09/10/2019	
Total 08312019ECI:						10,511.70	10,511.70					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						10,511.70	10,511.70					
<b>EUROFINS EATON ANALYTICAL, INC</b>												
1735	EUROFINS EATON ANALYTICAL, INC	L0459823		<u>SAMPLE ID# 22818- E0008489RAW WELL #8 UNTREATED, STATE MANDATORY SAMPLES AND PROCESSING, JUL.'19</u>	07/02/2019	75.00	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total L0459823:						75.00	.00					
1735	EUROFINS EATON ANALYTICAL, INC	L0460881		<u>SAMPLE ID# 12818-E0008489TP WELL #8 FINISHED, STATE MANDATORY SAMPLES AND PROCESSING, JUL.'19</u>	07/09/2019	555.00	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total L0460881:						555.00	.00					
1735	EUROFINS EATON ANALYTICAL, INC	L0461055		<u>SAMPLE ID# 90003-D0068916TP WELL #11 FINISHED, STATE MANDATORY SAMPLES AND PROCESSING, JUL.'19</u>	07/10/2019	555.00	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total L0461055:						555.00	.00					



City of Kuna

## Payment Approval Report - City Council Approval

Page: 15

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
				PROCESSING, JUL.'19	07/12/2019	75.00	.00	20-6150 M & R - SYSTEM	0	9/19		
	Total L0461461:					75.00	.00					
1735	EUROFINS EATON ANALYTICAL, INC	L0461462		SAMPLE ID#S 10267- D0053508RAW WELL #9 UNTREATED & 11267- E0053508RAW WELL #4 UNTREATED. STATE MANDATORY SAMPLES AND PROCESSING, JUL.'19	07/12/2019	150.00	.00	20-6150 M & R - SYSTEM	0	9/19		
	Total L0461462:					150.00	.00					
1735	EUROFINS EATON ANALYTICAL, INC	L0461842		SAMPLE ID#S 06693-DBP2B- 601, ELM & 06693-DBP2A-713, RIDGESTONE, STATE MANDATORY SAMPLES AND PROCESSING, JUL.'19	07/16/2019	250.00	.00	20-6150 M & R - SYSTEM	0	9/19		
	Total L0461842:					250.00	.00					
	Total EUROFINS EATON ANALYTICAL, INC:					3,475.00	.00					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0721111	8877	BATTERY OPERATED HOT SAW, 2 EA BATTERIES FOR THE SAW, BATTERY CHARGER, T. FLEMING, JULY '19	08/20/2019	896.09	.00	21-6175 SMALL TOOLS	0	9/19		
	Total 0721111:					896.09	.00					
219	FERGUSON ENTERPRISES INC	0723410	8971	2 EA 10X12 MECHANICAL JOINT LONG SLEEVES, 4 GLAND PACKS, FOR SEWER BREAK ON KING RD, T. FLEMING, AUG. '19	08/28/2019	544.12	.00	21-6150 M & R - SYSTEM	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 16

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 0723410:						544.12	.00					
Total FERGUSON ENTERPRISES INC:						1,440.21	.00					
<b>GOBLE SAMPSON ASSOC., INC.</b>												
1558	GOBLE SAMPSON ASSOC., INC.	BINV0007879	8970	<u>MECHANICAL SEAL, 12 EA O- RINGS, 4 EA BOLTS, FOR MIXED LIQOUR PUMP AT PARTS PROCESS BUILDING, M. NADEAU, AUG. '19</u>	09/06/2019	1,352.14	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/19		
Total BINV0007879:						1,352.14	.00					
Total GOBLE SAMPSON ASSOC., INC.:						1,352.14	.00					
<b>GRANITE EXCAVATION INC</b>												
1907	GRANITE EXCAVATION INC	217070-000-06		<u>PROFESSIONAL SERVICES, 2/25/2019-PROJECT COMPLETION - ORCHARD REGIONAL LIFT STATION</u>	06/26/2019	138,651.52	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1104	9/19		
Total 217070-000-06262019:						138,651.52	.00					
Total GRANITE EXCAVATION INC:						138,651.52	.00					
<b>H.D. FOWLER COMPANY</b>												
1552	H.D. FOWLER COMPANY	I5262021	8976	<u>12 EA I25 SPRINKLERS FOR REPLACEMENTS, M. MEADE, AUG. '19</u>	08/29/2019	322.08	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/19		
Total I5262021:						322.08	.00					
Total H.D. FOWLER COMPANY:						322.08	.00					
<b>HARBOR FREIGHT TOOLS</b>												
1312	HARBOR FREIGHT TOOLS	894358	8984	<u>RIVET STEEL ASSORTMENT 500PC. SWIVEL HEAD HAND RIVETER, T. SHAFFER, AUG. '19</u>	08/30/2019	18.48	.00	<u>21-6175 SMALL TOOLS</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 17

Sep 12, 2019 01:18PM

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 894358:						18.48	.00					
Total HARBOR FREIGHT TOOLS:						18.48	.00					
<b>ICRMP</b>												
35	ICRMP	02101-1920-1		RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/1/19-9/30/20 - ADMIN	09/01/2019	16,241.39	.00	01-1500 PREPAID EXPENSES	0	9/19		
35	ICRMP	02101-1920-1		RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/1/19-9/30/20 - WATER	09/01/2019	9,415.30	.00	20-1500 PREPAID EXPENSES	0	9/19		
35	ICRMP	02101-1920-1		RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/1/19-9/30/20 - SEWER	09/01/2019	19,301.37	.00	21-1500 PREPAID EXPENSES	0	9/19		
35	ICRMP	02101-1920-1		RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/1/19-9/30/20 - P.I	09/01/2019	2,118.44	.00	25-1500 PREPAID EXPENSES	0	9/19		
Total 02101-1920-1:						47,076.50	.00					
Total ICRMP:						47,076.50	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	09/2019		CONTRACT SERVICES FOR SEPTEMBER 2019	09/09/2019	5,833.33	.00	01-6005 ANIMAL CONTROL SERVICES	0	9/19		
Total 09/2019:						5,833.33	.00					
Total IDAHO HUMANE SOCIETY:						5,833.33	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	09112019IP		ELECTRICAL SERVICE FOR AUG 2019 - STREET LIGHTS	09/11/2019	792.73	.00	01-6290 UTILITIES	1002	9/19		
Total 09112019IP:						792.73	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 18

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 IDAHO POWER CO:						792.73	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1178582		<u>AD #: 1935363, LEGAL NOTICE, NOTICE OF INTENT TO BUDGET FORGONE AMOUNT PROPERTY TAX INCREASE AND NOTICE OF PUBLIC HEARING - CITY OF KUNA ADOPTION OF BUDGET FISCAL YEAR 2019-20, CLERKS, AUG. '19</u>	08/28/2019	557.62	.00	01-6125 LEGAL PUBLICATIONS	0	9/19		
1802	IDAHO PRESS TRIBUNE, LLC	1178582	8947	<u>AD #: 1937542, LEGAL NOTICE, ORDINANCE NO. 2019-28, A. WELKER, AUG. '19</u>	08/28/2019	242.24	.00	01-6125 LEGAL PUBLICATIONS	0	9/19		
1802	IDAHO PRESS TRIBUNE, LLC	1178582	8933	<u>AD #: 1937551, LEGAL NOTICE, NOTICE OF CANDIDATE FILING DEADLINE, A. WELKER, AUG. '19</u>	08/28/2019	53.10	.00	01-6125 LEGAL PUBLICATIONS	0	9/19		
Total 1178582:						852.96	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1180208	8931	<u>AD #: 1937556, LEGAL NOTICE, FILE #'S 19-03-AN &amp; 19-02-S CHOTIKA SUBDIVISION, J.HELLMAN, SEP. '19</u>	09/04/2019	58.28	.00	01-6125 LEGAL PUBLICATIONS	1003	9/19		
Total 1180208:						58.28	.00					
Total IDAHO PRESS TRIBUNE, LLC:						911.24	.00					
<b>IDAHO STATE TREASURER'S OFFICE</b>												
1965	IDAHO STATE TREASURER'S OFFICE	09092019IST		<u>ESCHEAT PAYABLES TO THE STATE TREASURER'S OFFICE, SEP. '19</u>	09/09/2019	1,713.44	.00	20-2201 ESCHEAT PAYABLE	0	9/19		
Total 09092019IST:						1,713.44	.00					
Total IDAHO STATE TREASURER'S OFFICE:						1,713.44	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 19

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>IDAHO TRACTOR INC</b>												
34	IDAHO TRACTOR INC	PI7539	8973	<u>WINDOW SEAL FOR CASE BACKHOE AT LAGOONS. B. GILLOGLY, AUG. '19</u>	08/28/2019	48.85	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/19		
Total PI7539:						48.85	.00					
Total IDAHO TRACTOR INC:						48.85	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	115843		<u>WORKED ON A COMPUTER IN UB AND WORKED ON J. EMPEY'S COMPUTER, AUG. '19 - ADMIN</u>	09/01/2019	18.00	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	9/19		
1595	INTEGRINET SOLUTIONS, INC.	115843		<u>WORKED ON A COMPUTER IN UB AND WORKED ON J. EMPEY'S COMPUTER, AUG. '19 - WATER</u>	09/01/2019	23.76	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	9/19		
1595	INTEGRINET SOLUTIONS, INC.	115843		<u>WORKED ON A COMPUTER IN UB AND WORKED ON J. EMPEY'S COMPUTER, AUG. '19 - SEWER</u>	09/01/2019	23.76	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/19		
1595	INTEGRINET SOLUTIONS, INC.	115843		<u>WORKED ON A COMPUTER IN UB AND WORKED ON J. EMPEY'S COMPUTER, AUG. '19 - P.I.</u>	09/01/2019	6.48	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/19		
1595	INTEGRINET SOLUTIONS, INC.	115843		<u>SET UP VPN FOR PHONE LINES AT PARKS HOUSE, AUG. '19</u>	09/01/2019	48.00	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/19		
Total 115843:						120.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						120.00	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482195000730		<u>NATURAL GAS CONSUMPTION AT TREATMENT PLANT, 7/30/2019-8/26/2019, AUG. '19 - WATER</u>	08/27/2019	5.07	5.07	<u>20-6290 UTILITIES EXPENSE</u>	0	9/19	09/05/2019	

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
37	INTERMOUNTAIN GAS CO	482195000730		<u>NATURAL GAS CONSUMPTION AT TREATMENT PLANT, 7/30/2019-8/26/2019, AUG. '19 - SEWER</u>	08/27/2019	5.06	5.06	<u>21-6290 UTILITIES EXPENSE</u>	0	9/19	09/05/2019	
37	INTERMOUNTAIN GAS CO	482195000730		<u>NATURAL GAS CONSUMPTION AT TREATMENT PLANT, 7/30/2019-8/26/2019, AUG. '19 - P.I.</u>	08/27/2019	1.93	1.93	<u>25-6290 UTILITIES EXPENSE</u>	0	9/19	09/05/2019	
Total 4821950007301982619:						12.06	12.06					
Total INTERMOUNTAIN GAS CO:						12.06	12.06					
<b>iWorQ SYSTEMS</b>												
1661	iWorQ SYSTEMS	191404		<u>IWORQ SYSTEMS INTERNET SOFTWARE MANAGEMENT AND SUPPORT, OCTOBER 2019 - SEPTEMBER 2020, SEP. '19</u>	09/03/2019	5,420.00	.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/19		
Total 191404:						5,420.00	.00					
Total iWorQ SYSTEMS:						5,420.00	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	08232019-082		<u>SANITATION RECEIPT TRANSFER, 08/23/2019-08/29/2019</u>	08/30/2019	12,369.82	12,369.82	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	8/19	08/30/2019	
230	J & M SANITATION, INC.	08232019-082		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 08/23/2019-08/29/2019</u>	08/30/2019	-1,222.14	-1,222.14	<u>01-4170 FRANCHISE FEES</u>	0	8/19	08/30/2019	
Total 08232019-08292019:						11,147.68	11,147.68					
230	J & M SANITATION, INC.	08282019-MY		<u>JULY 2019 25 YD CONTINUOUS DUMPSTER RENTAL - PARKS</u>	08/28/2019	15.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/19		
230	J & M SANITATION, INC.	08282019-MY		<u>JULY 2019 25 YD CONTINUOUS DUMPSTER RENTAL - WATER</u>	08/28/2019	6.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	0	9/19		
230	J & M SANITATION, INC.	08282019-MY		<u>JULY 2019 25 YD CONTINUOUS DUMPSTER RENTAL - SEWER</u>	08/28/2019	6.00	.00	<u>21-6212 RENT-EQUIPMENT</u>	0	9/19		



City of Kuna

## Payment Approval Report - City Council Approval

Page: 22

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
				P.I	09/05/2019	56.00	.00	25-6025 JANITORIAL	0	9/19		
Total 206:						560.00	.00					
1976	JONATHAN STRICKLAND	208		JANITORIAL SERVICES FOR SEPTEMBER, SENIOR CENTER	09/05/2019	446.00	.00	01-6025 JANITORIAL	1001	9/19		
Total 208:						446.00	.00					
1976	JONATHAN STRICKLAND	209		JANITORIAL SERVICES FOR SEPTEMBER 2019 - TREATMENT PLANT - WATER	09/05/2019	50.40	.00	20-6025 JANITORIAL	0	9/19		
1976	JONATHAN STRICKLAND	209		JANITORIAL SERVICES FOR SEPTEMBER 2019 - TREATMENT PLANT - SEWER	09/05/2019	50.40	.00	21-6025 JANITORIAL	0	9/19		
1976	JONATHAN STRICKLAND	209		JANITORIAL SERVICES FOR SEPTEMBER 2019 - TREATMENT PLANT - P.I	09/05/2019	19.20	.00	25-6025 JANITORIAL	0	9/19		
Total 209:						120.00	.00					
Total JONATHAN STRICKLAND:						1,126.00	.00					
<b>KEITH CLOW</b>												
1903	KEITH CLOW	08302019KC		LOCK N ROLL, REIMBURSEMENT, R75-2017 - AUG.'19	08/30/2019	64,747.60	64,747.60	05-6305 WATER MAIN CAPACITY REIMBBURSE	0	8/19	08/30/2019	
Total 08302019KC:						64,747.60	64,747.60					
Total KEITH CLOW:						64,747.60	64,747.60					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A109751	8975	4 EA U-BOLTS FOR PARK SIGNS, B.HUMPHRIES, AUG.'19	08/29/2019	7.16	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 23

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 A109751:						7.16	.00					
499	KUNA LUMBER	B129616	8997	<u>BRAIDED IRON HOSE FOR RV DUMP, 3 EA 80# BAGS OF CONCRETE, 4 EA WEDGE ANCHORS, FOR BIKE PUMPS, PARKS, SEP. '19 - PARKS</u>	09/04/2019	21.15	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/19		
499	KUNA LUMBER	B129616	8997	<u>PERCUSSION BIT, HAMMER BIT, FOR PARK BIKE PUMPS, AUG. '19 - PARKS</u>	09/04/2019	31.03	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/19		
499	KUNA LUMBER	B129616	8997	<u>METAL FURNITURE GLIDE, STEEL CORNER BRACE, FOR D. STEPHENS DESK, AUG. '19 - BUILDING</u>	09/04/2019	8.71	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1005	9/19		
499	KUNA LUMBER	B129616	8997	<u>25 FT TAPE MEASURE, AUG. '19 - FLEET &amp; FACILITIES - ADMIN</u>	09/04/2019	4.99	.00	<u>01-6175 SMALL TOOLS</u>	0	9/19		
499	KUNA LUMBER	B129616	8997	<u>25 FT TAPE MEASURE, AUG. '19 - FLEET &amp; FACILITIES - WATER</u>	09/04/2019	2.00	.00	<u>20-6175 SMALL TOOLS</u>	0	9/19		
499	KUNA LUMBER	B129616	8997	<u>25 FT TAPE MEASURE, AUG. '19 - FLEET &amp; FACILITIES - SEWER</u>	09/04/2019	2.00	.00	<u>21-6175 SMALL TOOLS</u>	0	9/19		
499	KUNA LUMBER	B129616	8997	<u>25 FT TAPE MEASURE, AUG. '19 - FLEET &amp; FACILITIES - P.I.</u>	09/04/2019	1.00	.00	<u>25-6175 SMALL TOOLS</u>	0	9/19		
499	KUNA LUMBER	B129616	8997	<u>2 EA 1/2" KNOCKOUT SEAL, BROWN SPRAY PAINT, 2 EA 3/4" KNOCKOUT SEAL, 2 CANS OF WASP KILLER, CONTACT CLEANER, AUG. '19 - STREET LIGHTS</u>	09/04/2019	21.53	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1002	9/19		
499	KUNA LUMBER	B129616	8997	<u>BOOT SCRUBBER/BRUSH, TREATMENT PLANT, SEP. '19 - WATER</u>	09/04/2019	10.58	.00	<u>20-6175 SMALL TOOLS</u>	0	9/19		
499	KUNA LUMBER	B129616	8997	<u>BOOT SCRUBBER/BRUSH, TREATMENT PLANT, SEP. '19 - SEWER</u>	09/04/2019	10.58	.00	<u>21-6175 SMALL TOOLS</u>	0	9/19		

City of Kuna

Payment Approval Report - City Council Approval

Page: 24

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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	B129616	8997	<u>BOOT SCRUBBER/BRUSH, TREATMENT PLANT, SEP. '19 - P.L.</u>	09/04/2019	4.03	.00	<u>25-6175 SMALL TOOLS</u>	0	9/19		
499	KUNA LUMBER	B129616	8997	<u>7 FT OF COUNTER EDGE OAK FOR CLERKS OFFICE, AUG. '19</u>	09/04/2019	12.60	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/19		
Total B129616:						130.20	.00					
499	KUNA LUMBER	B130425	8972	<u>RUBBING BRICK, CRACK SEALER, 3" BRISTLE BRUSH, MINI PAINT ROLLER, PLASTIC PAINT TRAY LINER, 6 TUBES OF HIGH PERFORMANCE SEALANT, FOR EXERCISE EQUIPMENT INSTALL J. MORFIN, AUG '19</u>	08/28/2019	78.94	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/19		
Total B130425:						78.94	.00					
499	KUNA LUMBER	B130525	8985	<u>4 CANS WASP SPRAY, J. PEREZ, AUG. '19</u>	08/30/2019	12.76	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total B130525:						12.76	.00					
499	KUNA LUMBER	B130562	8987	<u>FLASHLIGHT, J. COULTER, SEP. '19</u>	09/03/2019	6.29	.00	<u>01-6175 SMALL TOOLS</u>	1005	9/19		
Total B130562:						6.29	.00					
499	KUNA LUMBER	B130580	8990	<u>2 CANS OF FOAM SEALANT FOR BUTLER WELL, J.WEBB, SEPT. '19</u>	09/03/2019	10.42	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/19		
Total B130580:						10.42	.00					
Total KUNA LUMBER:						245.77	.00					

KUNA MACHINE LLC

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
1775	KUNA MACHINE LLC	1822	8921	<u>METAL PLATES TO MOUNT PARK BENCHES AT SPLASH PAD. B. GILLOGLY, AUG. '19</u>	08/14/2019	97.40	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		
Total 1822:						97.40	.00					
1775	KUNA MACHINE LLC	1885		<u>REPAIR LABOR, CUT AND DRILL PIN, FOR JOHN DEERE BACKHOE, C. OSWALD, AUG. '19 - ADMIN</u>	08/26/2019	11.71	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/19		
1775	KUNA MACHINE LLC	1885		<u>REPAIR LABOR, CUT AND DRILL PIN, FOR JOHN DEERE BACKHOE, C. OSWALD, AUG. '19 - WATER</u>	08/26/2019	4.69	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1775	KUNA MACHINE LLC	1885		<u>REPAIR LABOR, CUT AND DRILL PIN, FOR JOHN DEERE BACKHOE, C. OSWALD, AUG. '19 - SEWER</u>	08/26/2019	4.69	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1775	KUNA MACHINE LLC	1885		<u>REPAIR LABOR, CUT AND DRILL PIN, FOR JOHN DEERE BACKHOE, C. OSWALD, AUG. '19 - P.I.</u>	08/26/2019	2.34	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
Total 1885:						23.43	.00					
Total KUNA MACHINE LLC:						120.83	.00					
<b>KUNA RURAL FIRE DISTRICT (IMPACT)</b>												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	08312019KRF		<u>KRFD IMPACT FEES, AUG.'19</u>	08/31/2019	58,316.00	58,316.00	01-2511 KRFD IMPACT FEE TRANSFER	0	9/19	09/10/2019	
Total 08312019KRFDI:						58,316.00	58,316.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						58,316.00	58,316.00					
<b>KUNA RURAL FIRE DISTRICT (PLAN REVIEW)</b>												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	08312019KRF		<u>KRFD PLAN REVIEW FEES, AUG.'19</u>	08/31/2019	1,604.36	1,604.36	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	9/19	09/10/2019	

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 08312019KRFDPR:						1,604.36	1,604.36					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						1,604.36	1,604.36					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800380190	8942	FLAT FIX ON FARM TRACTOR, T. FLEMING, AUG. '19	08/21/2019	105.00	.00	21-6090 FARM EXPENDITURES	0	9/19		
Total 12800380190:						105.00	.00					
Total LES SCHWAB TIRES:						105.00	.00					
<b>LOCAHAN LLC</b>												
1619	LOCAHAN LLC	AR768870		CONTRACT BASE RATE CHARGE FOR THE 08/03/2019- 09/02/2019 BILLING PERIOD, AUG. '19 - ADMIN	08/20/2019	88.88	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/19		
1619	LOCAHAN LLC	AR768870		CONTRACT BASE RATE CHARGE FOR THE 08/03/2019- 09/02/2019 BILLING PERIOD, AUG. '19 - WATER	08/20/2019	82.52	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/19		
1619	LOCAHAN LLC	AR768870		CONTRACT BASE RATE CHARGE FOR THE 08/03/2019- 09/02/2019 BILLING PERIOD, AUG. '19 - SEWER	08/20/2019	82.52	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1619	LOCAHAN LLC	AR768870		CONTRACT BASE RATE CHARGE FOR THE 08/03/2019- 09/02/2019 BILLING PERIOD, AUG. '19 - P.I.	08/20/2019	31.74	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
1619	LOCAHAN LLC	AR768870		CONTRACT BASE RATE CHARGE FOR THE 08/03/2019- 09/02/2019 BILLING PERIOD, AUG. '19 - P&Z	08/20/2019	31.74	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/19		
Total AR768870:						317.40	.00					
Total LOCAHAN LLC:						317.40	.00					



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				SEWER	09/05/2019	10.50	.00	21-1500 PREPAID EXPENSES	0	9/19		
1488	MUNICIPAL CODE CORPORATION	00332675		ADMINISTRATIVE SUPPORT FEE 9/1/2019-8/31/2020 - P.I.	09/05/2019	21.00	.00	25-1500 PREPAID EXPENSES	0	9/19		
1488	MUNICIPAL CODE CORPORATION	00332675		ADMINISTRATIVE SUPPORT FEE 9/1/2019-8/31/2020 - P&Z	09/05/2019	248.50	.00	01-1500 PREPAID EXPENSES	0	9/19		
Total 00332675:						350.00	.00					
Total MUNICIPAL CODE CORPORATION:						350.00	.00					
<b>NEOFUNDS BY NEOPOST</b>												
1770	NEOFUNDS BY NEOPOST	08302019NEO		POSTAGE FOR THE POSTAGE METER, AUG.'19 - ADMIN	08/30/2019	140.00	.00	01-6190 POSTAGE & BILLING	0	9/19		
1770	NEOFUNDS BY NEOPOST	08302019NEO		POSTAGE FOR THE POSTAGE METER, AUG.'19 - P & Z	08/30/2019	50.00	.00	01-6190 POSTAGE & BILLING	1003	9/19		
1770	NEOFUNDS BY NEOPOST	08302019NEO		POSTAGE FOR THE POSTAGE METER, AUG.'19 - WATER	08/30/2019	130.00	.00	20-6190 POSTAGE & BILLING	0	9/19		
1770	NEOFUNDS BY NEOPOST	08302019NEO		POSTAGE FOR THE POSTAGE METER, AUG.'19 - SEWER	08/30/2019	130.00	.00	21-6190 POSTAGE & BILLING	0	9/19		
1770	NEOFUNDS BY NEOPOST	08302019NEO		POSTAGE FOR THE POSTAGE METER, AUG.'19 - P.I.	08/30/2019	50.00	.00	25-6190 POSTAGE & BILLING	0	9/19		
Total 08302019NEOF:						500.00	.00					
Total NEOFUNDS BY NEOPOST:						500.00	.00					
<b>NEOPOST USA INC</b>												
615	NEOPOST USA INC	40133110		REPLACED BRUSH AND SPONGE IN POSTAGE METER, ADMIN, SEPT.'19	09/03/2019	20.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/19		
Total 40133110:						20.00	.00					
Total NEOPOST USA INC:						20.00	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 29

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>OASIS PROPERTIES LLC</b>												
1953	OASIS PROPERTIES LLC	08302019OP		<u>SUNBEAM PI REIMBURSEMENT, R37-2018 - AUG. '19</u>	08/30/2019	4,222.45	4,222.45	05-6307 PR IRR MAIN CAPACITY REIMBURSE	0	8/19	08/30/2019	
Total 08302019OP:						4,222.45	4,222.45					
Total OASIS PROPERTIES LLC:						4,222.45	4,222.45					
<b>PARTS, INC.</b>												
470	PARTS, INC.	195771	8888	<u>GALLON OF 15W40 OIL, TRANSFER PUMP AT FARM, R. DAVILA, AUG. '19</u>	08/08/2019	15.13	.00	21-6090 FARM EXPENDITURES	0	9/19		
Total 195771:						15.13	.00					
470	PARTS, INC.	196007	8903	<u>HEATER HOSE FOR TRUCK #7, S. HOWELL, AUG '19 - WATER</u>	08/12/2019	8.11	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/19		
470	PARTS, INC.	196007	8903	<u>HEATER HOSE FOR TRUCK #7, S. HOWELL, AUG '19 - P.I</u>	08/12/2019	2.03	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/19		
Total 196007:						10.14	.00					
470	PARTS, INC.	196056	8906	<u>HEATER HOSE CONNECTOR AND AN AC FUEL LINE DISC SET, TRUCK 7, S. HOWELL, AUG. '19 - WATER</u>	08/13/2019	14.31	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/19		
470	PARTS, INC.	196056	8906	<u>HEATER HOSE CONNECTOR AND AN AC FUEL LINE DISC SET, TRUCK 7, S. HOWELL, AUG. '19 - P.I</u>	08/13/2019	3.58	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/19		
Total 196056:						17.89	.00					
470	PARTS, INC.	196198	8922	<u>PARTS WASHER, FOR FLEET SHOP, S. HOWELL, AUG. '19 - ADMIN</u>	08/15/2019	110.99	.00	01-6175 SMALL TOOLS	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 30

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
470	PARTS, INC.	196198	8922	<u>PARTS WASHER, FOR FLEET SHOP, S. HOWELL, AUG. '19 - WATER</u>	08/15/2019	44.40	.00	<u>20-6175 SMALL TOOLS</u>	0	9/19		
470	PARTS, INC.	196198	8922	<u>PARTS WASHER, FOR FLEET SHOP, S. HOWELL, AUG. '19 - SEWER</u>	08/15/2019	44.40	.00	<u>21-6175 SMALL TOOLS</u>	0	9/19		
470	PARTS, INC.	196198	8922	<u>PARTS WASHER, FOR FLEET SHOP, S. HOWELL, AUG. '19 - P.I</u>	08/15/2019	22.20	.00	<u>25-6175 SMALL TOOLS</u>	0	9/19		
Total 196198:						221.99	.00					
470	PARTS, INC.	196298	8927	<u>THREADLOCKER FOR BIKE PUMP STATIONS, S. HOWELL, AUG. '19</u>	08/16/2019	13.49	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/19		
Total 196298:						13.49	.00					
470	PARTS, INC.	196487	8932	<u>BELTS FOR THE LAWNMOWER, S.HOWELL, AUG.'19</u>	08/20/2019	45.45	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/19		
Total 196487:						45.45	.00					
470	PARTS, INC.	196514	8932	<u>CREDIT/RETURN BELTS FOR GRASSHOPPER, PURCHASED ON INV#196487, AUG.'19</u>	08/20/2019	-44.86	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/19		
470	PARTS, INC.	196514	8932	<u>BELTS FOR THE LAWNMOWER, S.HOWELL, AUG.'19</u>	08/20/2019	26.58	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/19		
Total 196514:						-18.28	.00					
470	PARTS, INC.	196572	8943	<u>LIGHT KITS AND PLUG CONNECTORS TO RE-WIRE TRAILER FOR PARKS, S. HOWELL, AUG. '19</u>	08/21/2019	34.46	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/19		



City of Kuna

## Payment Approval Report - City Council Approval

Page: 32

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				- SEWER	08/26/2019	.94	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
470	PARTS, INC.	196932	8965	CLIP PINS FOR BACKHOE, SEWER, B. GILLOGLY, AUG. '19 - P.I	08/26/2019	.47	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/19		
Total 196932:						4.69	.00					
470	PARTS, INC.	197559	9002	3 HOSES FOR WHEEL LINES AT THE FARM, C.MCDANIEL, SEPT.'19	09/05/2019	95.79	.00	21-6090 FARM EXPENDITURES	0	9/19		
Total 197559:						95.79	.00					
470	PARTS, INC.	197660	9010	FUSES FOR FLEET SUPPLY, S. HOWELL, SEP. '19 - ADMIN	09/06/2019	1.34	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	9/19		
470	PARTS, INC.	197660	9010	FUSES FOR FLEET SUPPLY, S. HOWELL, SEP. '19 - WATER	09/06/2019	.54	.00	20-6150 M & R - SYSTEM	0	9/19		
470	PARTS, INC.	197660	9010	FUSES FOR FLEET SUPPLY, S. HOWELL, SEP. '19 - SEWER	09/06/2019	.54	.00	21-6150 M & R - SYSTEM	0	9/19		
470	PARTS, INC.	197660	9010	FUSES FOR FLEET SUPPLY, S. HOWELL, SEP. '19 - P.I	09/06/2019	.27	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/19		
Total 197660:						2.69	.00					
Total PARTS, INC.:						470.10	.00					
<b>PATAGONIA DEVELOPMENT LLC</b>												
1888	PATAGONIA DEVELOPMENT LLC	08302019PD		PATAGONIA 1 SEWER LIFT STATION REIMBURSEMENT, R60-2016 - AUG.'19	08/30/2019	84,305.73	84,305.73	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	8/19	08/30/2019	
1888	PATAGONIA DEVELOPMENT LLC	08302019PD		PATAGONIA 1 PI PUMP STATION REIMBURSEMENT, R59-2016 - AUG.'19	08/30/2019	38,414.83	38,414.83	05-6307 PR IRR MAIN CAPACITY REIMBURSE	0	8/19	08/30/2019	

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
1888	PATAGONIA DEVELOPMENT LLC	08302019PD		<u>PATAGONIA 2 SEWER TRUNK REIMBURSEMENT, R40-2018 - AUG.'19</u>	08/30/2019	83,276.86	83,276.86	<u>05-6306 SEWER MAIN CAPACITY REIMBURSE</u>	0	8/19	08/30/2019	
1888	PATAGONIA DEVELOPMENT LLC	08302019PD		<u>PATAGONIA 2 WATER TRUNK REIMBURSEMENT, R41-2018 - AUG.'19</u>	08/30/2019	15,292.10	15,292.10	<u>05-6305 WATER MAIN CAPACITY REIMBURSE</u>	0	8/19	08/30/2019	
Total 08302019PD:						221,289.52	221,289.52					
Total PATAGONIA DEVELOPMENT LLC:						221,289.52	221,289.52					
<b>RAIN FOR RENT</b>												
144	RAIN FOR RENT	1397354	9009	<u>PLUGS AND CLIPS FOR THE WHEEL LINES, C. MCDANIEL, AUG.'19</u>	09/06/2019	265.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/19		
Total 1397354:						265.00	.00					
Total RAIN FOR RENT:						265.00	.00					
<b>RICOH USA, INC. (MAINTENANCE)</b>												
1422	RICOH USA, INC. (MAINTENANCE)	5057451754		<u>COPIER MAINTENANCE - ADDITIONAL IMAGING CHARGES, COPIER MODEL#IMC2000, SERIAL #C86262110, ORCHARD PARKS OFFICE, AUG.'19</u>	09/01/2019	7.97	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/19		
Total 5057451754:						7.97	.00					
Total RICOH USA, INC. (MAINTENANCE):						7.97	.00					
<b>RIDGEWOOD ENTERPRISES, INC</b>												
1728	RIDGEWOOD ENTERPRISES, INC	2016577	8980	<u>WEED EATER CABLE, B.GILLOGLY, AUG.'19</u>	08/29/2019	19.99	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/19		
1728	RIDGEWOOD ENTERPRISES, INC	2016577	8980	<u>GREASE GUN SMALL LOCK N LUBE TOOL, B. GILLOGLY, AUG.'19</u>	08/29/2019	28.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/19		

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 2016577:						48.98	.00					
1728	RIDGEWOOD ENTERPRISES, INC	2016861	8986	<u>CHAINSAW CHAIN, B. GILLOGLY, SEP. '19</u>	09/03/2019	19.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/19		
Total 2016861:						19.99	.00					
Total RIDGEWOOD ENTERPRISES, INC:						68.97	.00					
<b>RIMI INC</b>												
1991	RIMI INC	08312019RIMI		<u>COMMERCIAL MECHANICAL PERMITS, AUG. '19</u>	08/31/2019	1,156.84	1,156.84	01-6202 PROFESSIONAL SERVICES	1003	9/19	09/10/2019	
Total 08312019RIMI:						1,156.84	1,156.84					
Total RIMI INC:						1,156.84	1,156.84					
<b>ROCKY MOUNTAIN TURF &amp; INDUSTRI</b>												
478	ROCKY MOUNTAIN TURF & INDUSTRI	P08127	9005	<u>BELT FOR THE GRASSHOPPER, PARKS, S. HOWELL, SEP. '19</u>	09/05/2019	75.62	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/19		
Total P08127:						75.62	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						75.62	.00					
<b>SENTRY SECURITY MONITORING LLC</b>												
1860	SENTRY SECURITY MONITORING LLC	15299		<u>ALARM MONITORING, COMMERCIAL FIRE &amp; COMMERCIAL CELLULAR COMMUNICATOR, CITY HALL, 10/1/19 - 03/31/20 - ADMIN</u>	09/01/2019	86.52	.00	01-1500 PREPAID EXPENSES	0	9/19		
1860	SENTRY SECURITY MONITORING LLC	15299		<u>ALARM MONITORING, COMMERCIAL FIRE &amp; COMMERCIAL CELLULAR COMMUNICATOR, CITY HALL, 10/1/19 - 03/31/20 - P &amp; Z</u>	09/01/2019	30.90	.00	01-1500 PREPAID EXPENSES	0	9/19		



City of Kuna

## Payment Approval Report - City Council Approval

Page: 36

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 FISCAL YEAR 2020, 10/1/19-09/30/20	08/22/2019	21,498.00	.00	20-1500 PREPAID EXPENSES	0	9/19		
Total 20200893:						21,498.00	.00					
Total STATE OF IDAHO-DEPT OF ENVIR QUALITY:						21,498.00	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:06276809	8983	4 EA 5-GALLON WATER BOTTLES, MAINTENANCE SHOP, AUG.'19	08/30/2019	22.80	.00	01-6165 OFFICE SUPPLIES	1004	9/19		
Total 2160:06276809:						22.80	.00					
992	TREASURE VALLEY COFFEE	2160:06276857	8983	8 EA 5-GALLON WATER BOTTLES, CITY HALL, AUG.'19	08/30/2019	45.60	.00	01-6165 OFFICE SUPPLIES	0	9/19		
Total 2160:06276857:						45.60	.00					
Total TREASURE VALLEY COFFEE:						68.40	.00					
<b>U.S. BANK (VISA)</b>												
1444	U.S. BANK (VISA)	064192350783	8956	FRED PRYOR SEMINARS, EXCEL TRAINING, S.MORFIN, AUG.'19	08/23/2019	79.00	.00	01-6265 TRAINING & SCHOOLING	0	9/19		
Total 06419235078375557303:						79.00	.00					
1444	U.S. BANK (VISA)	078092230180	8885	REPLACEMENT HOSES AND 1 EA ALLEN WRENCH SET, B.WITHROW, AUG.'19	08/09/2019	525.00	.00	01-6175 SMALL TOOLS	1004	9/19		
Total 07809223018020540962:						525.00	.00					
1444	U.S. BANK (VISA)	104392280101	8923	HOME DEPOT, CABINETS FOR CLERKS OFFICE, S. HOWELL, AUG. '19 - ADMIN	08/15/2019	149.54	.00	01-6140 MAINT. & REPAIR BUILDING	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 37

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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)	104392280101	8923	<u>HOME DEPOT, CABINETS FOR CLERKS OFFICE, S. HOWELL, AUG. '19 - WATER</u>	08/15/2019	3.82	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/19		
1444	U.S. BANK (VISA)	104392280101	8923	<u>HOME DEPOT, CABINETS FOR CLERKS OFFICE, S. HOWELL, AUG. '19 - SEWER</u>	08/15/2019	3.82	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	9/19		
1444	U.S. BANK (VISA)	104392280101	8923	<u>HOME DEPOT, CABINETS FOR CLERKS OFFICE, S. HOWELL, AUG. '19 - P.I</u>	08/15/2019	1.90	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	9/19		
Total 10439228010183688933:						159.08	.00					
1444	U.S. BANK (VISA)	263892074000	8831	<u>WALMART, STORAGE TOTES FOR RANGER, LABEL RIBBON FOR RANGERS, J. LORENTZ, JULY '19</u>	07/25/2019	169.28	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1086	9/19		
1444	U.S. BANK (VISA)	263892074000	8831	<u>WALMART, POOL TEST KIT, SPLASH PAD, J. LORENTZ, JULY '19</u>	07/25/2019	38.34	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/19		
Total 26389207400006626152:						207.62	.00					
1444	U.S. BANK (VISA)	310692159750		<u>ALBERTSONS, ICE, WATER, AND DISH SOAP FOR THE MUD RUN, AUG. '19</u>	08/02/2019	75.76	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	0	9/19		
Total 31069215975013330749:						75.76	.00					
1444	U.S. BANK (VISA)	310692370833	8959	<u>AMAZON, SILICONE POWER INTERNAL HARD DRIVE FOR J. EMPEY, AUG. '19</u>	08/25/2019	51.99	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/19		
Total 31069237083320033785:						51.99	.00					
1444	U.S. BANK (VISA)	330992194005		<u>IDAHO GOV, IBOL WASTEWATER LICENSE RENEWAL, M.MEADE, AUG. '19</u>	08/06/2019	30.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1004	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 38

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 33099219400542011650:						30.00	.00					
1444	U.S. BANK (VISA)	330992264005	8911	<u>IBOL. LICENSE RENEWAL, DWD2-22141, J.WEBB, AUG.'19 - WATER</u>	08/13/2019	25.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
1444	U.S. BANK (VISA)	330992264005	8911	<u>IBOL. LICENSE RENEWAL, DWD2-22141, J.WEBB, AUG.'19 - P.I</u>	08/13/2019	5.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
Total 33099226400549009856:						30.00	.00					
1444	U.S. BANK (VISA)	330992270915	8916	<u>IBOL. APPLICATION FOR WATER LICENSE. OIT, M.SMITH, AUG.'19</u>	08/14/2019	73.60	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
1444	U.S. BANK (VISA)	330992270915	8916	<u>IBOL. APPLICATION FOR WATER LICENSE. OIT, M.SMITH, AUG.'19</u>	08/14/2019	18.40	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
Total 33099227091567005808:						92.00	.00					
1444	U.S. BANK (VISA)	330992330915	8940	<u>IBOL. LICENSE APP, J.OSBORN, AUG.'19</u>	08/21/2019	73.60	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
1444	U.S. BANK (VISA)	330992330915	8940	<u>IBOL. LICENSE APP, J.OSBORN, AUG.'19</u>	08/21/2019	18.40	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
Total 33099233091564006405:						92.00	.00					
1444	U.S. BANK (VISA)	552392250837	8901	<u>WALMART.COM, EVENT DRESS FOR S. MORFIN, CLERKS, AUG. '19</u>	08/13/2019	12.39	.00	<u>01-6285 UNIFORMS</u>	0	9/19		
Total 55239225083711870520:						12.39	.00					
1444	U.S. BANK (VISA)	580292370171	8953	<u>WEBSTAUANTSTORE.COM, FOLDING EVENT TABLES, A.WELKER, AUG.'19</u>	08/24/2019	1,198.94	.00	<u>01-6165 OFFICE SUPPLIES</u>	1032	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 39

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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 58029237017120605883:						1,198.94	.00					
1444	U.S. BANK (VISA)	710592076271	8817	<u>IRWA, REGISTRATION FOR CERTIFICATION MATH BASICS, M.SMITH, SEPT.'19 - WATER</u>	07/26/2019	96.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
1444	U.S. BANK (VISA)	710592076271	8817	<u>IRWA, REGISTRATION FOR CERTIFICATION MATH BASICS, M.SMITH, SEPT.'19 - P.I</u>	07/26/2019	24.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
Total 71059207627156369184:						120.00	.00					
1444	U.S. BANK (VISA)	710592276271	8915	<u>IRWA, REGISTRATION FOR CLASS, WATER CERTIFICATION REVIEW I &amp; II, B.BURR, AUG.'19</u>	08/15/2019	228.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
1444	U.S. BANK (VISA)	710592276271	8915	<u>IRWA, REGISTRATION FOR CLASS, WATER CERTIFICATION REVIEW I &amp; II, B.BURR, AUG.'19 - P.I</u>	08/15/2019	57.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/19		
Total 7105922762714532552:						285.00	.00					
1444	U.S. BANK (VISA)	773592130000		<u>MERIDIAN FENCE, 4" CAPS FOR THE POSTS IN BERNIE FISHER PARK, AUG.'19</u>	08/01/2019	14.56	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/19		
Total 77359213000002332466:						14.56	.00					
1444	U.S. BANK (VISA)	921592268948	8914	<u>REGISTRATION FOR IEDA REGIONAL SUMMIT CONFERENCE, L.HOLLAND, AUG. '19 - ECONOMIC DEVELOPMENT</u>	08/14/2019	25.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	4000	9/19		
Total 92159226894890398269:						25.00	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 40

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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)	921692071006	8818	<u>AMAZON, DRY ERASE BOARD FOR MAIN OFFICE AREA OF PARKS OFFICE, J. LORENTZ, JULY '19</u>	07/26/2019	193.29	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	9/19		
Total 92169207100657797473:						193.29	.00					
1444	U.S. BANK (VISA)	921692091009	8818	<u>AMAZON, TABLE FOR LOBBY IN PARKS OFFICE, J. LORENTZ, JULY '19</u>	07/28/2019	69.99	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/19		
Total 92169209100983931133:						69.99	.00					
1444	U.S. BANK (VISA)	921692121009	8855	<u>LOWES, PIPING FOR THE SHOWER AT MUD RUN FOR KUNA DAYS, J. MORFIN, JUL '19</u>	07/31/2019	29.96	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/19		
1444	U.S. BANK (VISA)	921692121009	8855	<u>LOWES, 8X8 TAMPER, JUL '19</u>	07/31/2019	29.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/19		
Total 92169212100982825067:						59.94	.00					
1444	U.S. BANK (VISA)	921692141003	8847	<u>AMAZON, RULERS AND ORGANIZER FOR THE ORCHARD PARKS OFFICE, J. LORENTZ, AUG '19</u>	08/02/2019	28.92	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/19		
Total 92169214100312061811:						28.92	.00					
1444	U.S. BANK (VISA)	921692191003	8880	<u>HOME DEPOT, CUPBOARDS FOR BUILDING OFFICE, S. HOWELL, JULY '19</u>	08/06/2019	74.01	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/19		
1444	U.S. BANK (VISA)	921692191003	8880	<u>HOME DEPOT, CUPBOARDS FOR BUILDING OFFICE, S. HOWELL, JULY '19</u>	08/06/2019	26.43	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1003	9/19		
1444	U.S. BANK (VISA)	921692191003	8880	<u>HOME DEPOT, CUPBOARDS FOR BUILDING OFFICE, S. HOWELL, JULY '19</u>	08/06/2019	68.72	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/19		

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)	921692191003	8880	<u>HOME DEPOT, CUPBOARDS FOR BUILDING OFFICE, S. HOWELL, JULY '19</u>	08/06/2019	68.72	.00	21-6140 MAINT & REPAIR BUILDING	0	9/19		
1444	U.S. BANK (VISA)	921692191003	8880	<u>HOME DEPOT, CUPBOARDS FOR BUILDING OFFICE, S. HOWELL, JULY '19</u>	08/06/2019	26.44	.00	25-6140 MAINT & REPAIR BUILDING	0	9/19		
Total 92169219100321372857:						264.32	.00					
1444	U.S. BANK (VISA)	921692231007	8893	<u>AMAZON, REPLACEMENT BULB FOR PROJECTOR, J. LORENTZ, AUG '19</u>	08/11/2019	87.99	.00	01-6165 OFFICE SUPPLIES	1004	9/19		
Total 92169223100793054706:						87.99	.00					
1444	U.S. BANK (VISA)	921692371003	8956	<u>AMAZON.COM, MAYOR'S TABLE LIGHTS, AUG.'19</u>	08/25/2019	18.66	.00	03-6376 EXPENDITURE- MAYOR'S TABLE	0	9/19		
1444	U.S. BANK (VISA)	921692371003	8956	<u>AMAZON.COM, COOKIE DECORATING SUPPLIES, AUG.'19</u>	08/25/2019	5.65	.00	01-6070 DONATIONS EXPENSE	0	9/19		
1444	U.S. BANK (VISA)	921692371003	8956	<u>AMAZON.COM, COOKIE DECORATING SUPPLIES, AUG.'19</u>	08/25/2019	17.33	.00	03-6379 EXPENDITURES - ART SHOWS	0	9/19		
Total 92169237100353455446:						41.64	.00					
Total U.S. BANK (VISA):						3,744.43	.00					
<b>UNITED OIL</b>												
316	UNITED OIL	531744	8946	<u>1500 GAL UNLEADED GAS, T. SHAFFER, AUG. '19</u>	08/22/2019	4,053.45	4,053.45	21-6300 FUEL	0	9/19	09/05/2019	
Total 531744:						4,053.45	4,053.45					
Total UNITED OIL:						4,053.45	4,053.45					

City of Kuna

Payment Approval Report - City Council Approval

Page: 42

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>UNIVAR SOLUTIONS USA, INC.</b>												
1410	UNIVAR SOLUTIONS USA, INC.	NA607153	8974	<u>72 BUCKETS OF CALCIUM HYPOCHLORITE TABS. T. SHAFFER, AUG. '19</u>	08/29/2019	9,106.62	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	9/19		
Total NA607153:						9,106.62	.00					
Total UNIVAR SOLUTIONS USA, INC.:						9,106.62	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	971826		<u>CREDIT MEMO. RETURNED 3 EA FILTER HOUSINGS PURCHASED ON INVOICE #947437, AUG.'19</u>	08/05/2019	-191.91	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total 971826:						-191.91	.00					
265	USA BLUE BOOK	986068	8936	<u>2 EA CHLORINE DISPENSER REFILLS AND 6 EA CHLORINE POWDER PILLOWS, D.CROSSLEY, AUG.'19</u>	08/20/2019	252.82	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total 986068:						252.82	.00					
Total USA BLUE BOOK:						60.91	.00					
<b>UTILITY REFUND #8</b>												
1998	UTILITY REFUND #8	110390.03		<u>ALBIN NOWAK, 461 N SHADY GROVE WAY, UTILITY REFUND</u>	09/09/2019	31.62	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	110390.03		<u>ALBIN NOWAK, 461 N SHADY GROVE WAY, UTILITY REFUND</u>	09/09/2019	27.80	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	110390.03		<u>ALBIN NOWAK, 461 N SHADY GROVE WAY, UTILITY REFUND</u>	09/09/2019	21.45	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 110390.03:						80.87	.00					
1998	UTILITY REFUND #8	110442.02		<u>JOSEPH FIGGAT, 542 N SHADY GROVE WAY, UTILITY REFUND</u>	09/04/2019	18.75	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 43

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
1998	UTILITY REFUND #8	110442.02		<u>JOSEPH FIGGAT, 542 N SHADY GROVE WAY, UTILITY REFUND</u>	09/04/2019	23.04	.00	21-4600_SEWER USER FEES	0	9/19		
1998	UTILITY REFUND #8	110442.02		<u>JOSEPH FIGGAT, 542 N SHADY GROVE WAY, UTILITY REFUND</u>	09/04/2019	17.82	.00	26-4975_SOLID WASTE USER FEES	0	9/19		
1998	UTILITY REFUND #8	110442.02		<u>JOSEPH FIGGAT, 542 N SHADY GROVE WAY, UTILITY REFUND</u>	09/04/2019	6.01	.00	25-4700_PRESS, IRRIGATION USER FEES	0	9/19		
Total 110442.02:						65.62	.00					
1998	UTILITY REFUND #8	110520.01		<u>H&amp;H PROPERTIES, 705 N KATIE WAY, DEPOSIT REFUND 2005 RENTER'S DEPOSIT</u>	09/10/2019	100.00	.00	20-2200_WATER DEPOSITS HELD	0	9/19		
Total 110520.01:						100.00	.00					
1998	UTILITY REFUND #8	120730.03		<u>RICKY A MORRIS, 1922 W ESCONDIDO ST, UTILITY REFUND</u>	09/09/2019	66.35	.00	20-4500_METERED WATER SALES	0	9/19		
1998	UTILITY REFUND #8	120730.03		<u>RICKY A MORRIS, 1922 W ESCONDIDO ST, UTILITY REFUND</u>	09/09/2019	42.47	.00	21-4600_SEWER USER FEES	0	9/19		
1998	UTILITY REFUND #8	120730.03		<u>RICKY A MORRIS, 1922 W ESCONDIDO ST, UTILITY REFUND</u>	09/09/2019	39.63	.00	26-4975_SOLID WASTE USER FEES	0	9/19		
Total 120730.03:						148.45	.00					
1998	UTILITY REFUND #8	121175.02		<u>RYAN ROSSI, 1947 W MULHULAND CT, UTILITY REFUND</u>	09/03/2019	20.05	.00	20-4500_METERED WATER SALES	0	9/19		
1998	UTILITY REFUND #8	121175.02		<u>RYAN ROSSI, 1947 W MULHULAND CT, UTILITY REFUND</u>	09/03/2019	29.37	.00	21-4600_SEWER USER FEES	0	9/19		
1998	UTILITY REFUND #8	121175.02		<u>RYAN ROSSI, 1947 W MULHULAND CT, UTILITY REFUND</u>	09/03/2019	23.92	.00	26-4975_SOLID WASTE USER FEES	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 44

Sep 12, 2019 01:18PM

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
1998	UTILITY REFUND #8	121175.02		<u>RYAN ROSSI, 1947 W MULHULAND CT, UTILITY REFUND</u>	09/03/2019	2.06	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 121175.02:						75.40	.00					
1998	UTILITY REFUND #8	121470.02		<u>DANIEL STRASSER, 2137 W HEDGEROW ST, UTILITY REFUND</u>	08/28/2019	28.86	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	121470.02		<u>DANIEL STRASSER, 2137 W HEDGEROW ST, UTILITY REFUND</u>	08/28/2019	31.17	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	121470.02		<u>DANIEL STRASSER, 2137 W HEDGEROW ST, UTILITY REFUND</u>	08/28/2019	26.61	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 121470.02:						86.64	.00					
1998	UTILITY REFUND #8	160825.02		<u>LAYNE THORNTON, 253 W CASE ST, UTILITY REFUND</u>	09/09/2019	1.23	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	160825.02		<u>LAYNE THORNTON, 253 W CASE ST, UTILITY REFUND</u>	09/09/2019	.63	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	160825.02		<u>LAYNE THORNTON, 253 W CASE ST, UTILITY REFUND</u>	09/09/2019	.46	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 160825.02:						2.32	.00					
1998	UTILITY REFUND #8	163020.03		<u>DONALD ROY MCLAIN, 276 E POPLIN ST, UTILITY REFUND</u>	09/09/2019	11.62	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	163020.03		<u>DONALD ROY MCLAIN, 276 E POPLIN ST, UTILITY REFUND</u>	09/09/2019	14.32	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	163020.03		<u>DONALD ROY MCLAIN, 276 E POPLIN ST, UTILITY REFUND</u>	09/09/2019	8.42	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 45

Sep 12, 2019 01:18PM

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 163020.03:						34.36	.00					
1998	UTILITY REFUND #8	170910.04		<u>SEAN BALL, 684 S STIBNITE AVE. UTILITY REFUND</u>	09/09/2019	13.91	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	170910.04		<u>SEAN BALL, 684 S STIBNITE AVE. UTILITY REFUND</u>	09/09/2019	11.96	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	170910.04		<u>SEAN BALL, 684 S STIBNITE AVE. UTILITY REFUND</u>	09/09/2019	10.19	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 170910.04:						36.06	.00					
1998	UTILITY REFUND #8	182190.03		<u>CHIP GILES, 1462 W MCHENRY ST. UTILITY REFUND</u>	09/04/2019	66.34	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	182190.03		<u>CHIP GILES, 1462 W MCHENRY ST. UTILITY REFUND</u>	09/04/2019	21.66	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	182190.03		<u>CHIP GILES, 1462 W MCHENRY ST. UTILITY REFUND</u>	09/04/2019	16.67	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 182190.03:						104.67	.00					
1998	UTILITY REFUND #8	190245.02		<u>PHILLIP S RAY, 324 W TROPHY ST. UTILITY REFUND</u>	09/09/2019	1.24	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	190245.02		<u>PHILLIP S RAY, 324 W TROPHY ST. UTILITY REFUND</u>	09/09/2019	3.94	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	190245.02		<u>PHILLIP S RAY, 324 W TROPHY ST. UTILITY REFUND</u>	09/09/2019	3.36	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 190245.02:						8.54	.00					
1998	UTILITY REFUND #8	200575.02		<u>LYNN D HARRELL, 299 E SNOWY OWL ST. UTILITY REFUND</u>	09/04/2019	6.96	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		





City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 48

Sep 12, 2019 01:18PM

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
				REFUND	09/04/2019	15.20	.00	21-4600_SEWER USER FEES	0	9/19		
1998	UTILITY REFUND #8	230120.02		DANIELLE DEMARCO, 601 S CASSANDRA AVE, UTILITY REFUND	09/04/2019	11.75	.00	26-4975_SOLID WASTE USER FEES	0	9/19		
Total 230120.02:						42.52	.00					
1998	UTILITY REFUND #8	240005.02		ETC CUSTODIANS FBO DERRY SHAUL, 831 E FOURTH ST, UTILITY REFUND	08/28/2019	4.93	.00	20-4500_METERED WATER SALES	0	9/19		
1998	UTILITY REFUND #8	240005.02		ETC CUSTODIANS FBO DERRY SHAUL, 831 E FOURTH ST, UTILITY REFUND	08/28/2019	6.39	.00	21-4600_SEWER USER FEES	0	9/19		
1998	UTILITY REFUND #8	240005.02		ETC CUSTODIANS FBO DERRY SHAUL, 831 E FOURTH ST, UTILITY REFUND	08/28/2019	5.00	.00	26-4975_SOLID WASTE USER FEES	0	9/19		
Total 240005.02:						16.32	.00					
1998	UTILITY REFUND #8	241009.00		MERLIN POINTE LLC, 1102 E SEREPHINA ST, UTILITY REFUND	09/05/2019	48.32	.00	20-4500_METERED WATER SALES	0	9/19		
Total 241009.00:						48.32	.00					
1998	UTILITY REFUND #8	250055.02		SAMUEL R SHOEMATE, 314 W TALLULAH DR, UTILITY REFUND	08/28/2019	44.95	.00	20-4500_METERED WATER SALES	0	9/19		
1998	UTILITY REFUND #8	250055.02		SAMUEL R SHOEMATE, 314 W TALLULAH DR, UTILITY REFUND	08/28/2019	22.79	.00	21-4600_SEWER USER FEES	0	9/19		
1998	UTILITY REFUND #8	250055.02		SAMUEL R SHOEMATE, 314 W TALLULAH DR, UTILITY REFUND	08/28/2019	19.34	.00	26-4975_SOLID WASTE USER FEES	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 49

Sep 12, 2019 01:18PM

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 250055.02:						87.08	.00					
1998	UTILITY REFUND #8	250145.02		<u>HAYLI BOZARTH, 334 W TROY ST. UTILITY REFUND</u>	09/09/2019	35.10	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	250145.02		<u>HAYLI BOZARTH, 334 W TROY ST. UTILITY REFUND</u>	09/09/2019	31.27	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	250145.02		<u>HAYLI BOZARTH, 334 W TROY ST. UTILITY REFUND</u>	09/09/2019	24.07	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 250145.02:						90.44	.00					
1998	UTILITY REFUND #8	250585.02		<u>CHARLETON YOSHIKANE, 246 W TEHUTI ST. UTILITY REFUND</u>	08/28/2019	13.62	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	250585.02		<u>CHARLETON YOSHIKANE, 246 W TEHUTI ST. UTILITY REFUND</u>	08/28/2019	17.67	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	250585.02		<u>CHARLETON YOSHIKANE, 246 W TEHUTI ST. UTILITY REFUND</u>	08/28/2019	15.31	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 250585.02:						46.60	.00					
1998	UTILITY REFUND #8	250920.02		<u>JESUS ALCARAZ, 1043 S BOBBY AVE. UTILITY REFUND</u>	08/28/2019	30.07	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	250920.02		<u>JESUS ALCARAZ, 1043 S BOBBY AVE. UTILITY REFUND</u>	08/28/2019	28.11	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	250920.02		<u>JESUS ALCARAZ, 1043 S BOBBY AVE. UTILITY REFUND</u>	08/28/2019	24.80	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 250920.02:						82.98	.00					
1998	UTILITY REFUND #8	260615.01		<u>JAMES A LOWE, 1820 N FIREBRICK DR. UTILITY REFUND</u>	08/28/2019	15.26	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 50

Sep 12, 2019 01:18PM

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
1998	UTILITY REFUND #8	260615.01		<u>JAMES A LOWE, 1820 N FIREBRICK DR. UTILITY REFUND</u>	08/28/2019	19.81	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	260615.01		<u>JAMES A LOWE, 1820 N FIREBRICK DR. UTILITY REFUND</u>	08/28/2019	15.49	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 260615.01:						50.56	.00					
1998	UTILITY REFUND #8	261035.03		<u>MATTHEW G MACHO, 1983 N MARRON AVE, UTILITY REFUND</u>	09/03/2019	30.27	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	261035.03		<u>MATTHEW G MACHO, 1983 N MARRON AVE, UTILITY REFUND</u>	09/03/2019	26.49	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	261035.03		<u>MATTHEW G MACHO, 1983 N MARRON AVE, UTILITY REFUND</u>	09/03/2019	24.83	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	261035.03		<u>MATTHEW G MACHO, 1983 N MARRON AVE, UTILITY REFUND</u>	09/03/2019	2.82	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 261035.03:						84.41	.00					
1998	UTILITY REFUND #8	264550.03		<u>CARRIE LYN LEAR, 2017 N MAUVE AVE, UTILITY REFUND</u>	08/28/2019	32.67	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	264550.03		<u>CARRIE LYN LEAR, 2017 N MAUVE AVE, UTILITY REFUND</u>	08/28/2019	32.19	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	264550.03		<u>CARRIE LYN LEAR, 2017 N MAUVE AVE, UTILITY REFUND</u>	08/28/2019	30.26	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 264550.03:						95.12	.00					
1998	UTILITY REFUND #8	265015.02		<u>KEVIN M FULLER, 2285 W BEIGE CT, UTILITY REFUND</u>	09/09/2019	10.81	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 51

Sep 12, 2019 01:18PM

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
1998	UTILITY REFUND #8	265015.02		<u>KEVIN M FULLER, 2285 W BEIGE CT, UTILITY REFUND</u>	09/09/2019	8.79	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	265015.02		<u>KEVIN M FULLER, 2285 W BEIGE CT, UTILITY REFUND</u>	09/09/2019	7.01	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
Total 265015.02:						26.61	.00					
1998	UTILITY REFUND #8	268110.01		<u>CBH HOMES, 2646 W MIDNIGHT DR, UTILITY REFUND</u>	09/10/2019	16.75	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	268110.01		<u>CBH HOMES, 2646 W MIDNIGHT DR, UTILITY REFUND</u>	09/10/2019	21.76	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	268110.01		<u>CBH HOMES, 2646 W MIDNIGHT DR, UTILITY REFUND</u>	09/10/2019	13.16	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 268110.01:						51.67	.00					
1998	UTILITY REFUND #8	268139.01A		<u>CBH HOMES, 1670 N RHODAMINE AVE, UTILITY REFUND</u>	09/05/2019	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
Total 268139.01A:						48.32	.00					
1998	UTILITY REFUND #8	268141.01		<u>CBH HOMES, 2755 W MIDNIGHT DR, UTILITY REFUND</u>	09/04/2019	15.83	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	268141.01		<u>CBH HOMES, 2755 W MIDNIGHT DR, UTILITY REFUND</u>	09/04/2019	20.56	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	268141.01		<u>CBH HOMES, 2755 W MIDNIGHT DR, UTILITY REFUND</u>	09/04/2019	17.29	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 52

Sep 12, 2019 01:18PM

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 268141.01:						53.68	.00					
1998	UTILITY REFUND #8	277407.01		<u>CBH HOMES, 208 W SNOWY OWL ST, UTILITY REFUND</u>	09/03/2019	20.43	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	277407.01		<u>CBH HOMES, 208 W SNOWY OWL ST, UTILITY REFUND</u>	09/03/2019	26.53	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	277407.01		<u>CBH HOMES, 208 W SNOWY OWL ST, UTILITY REFUND</u>	09/03/2019	14.22	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 277407.01:						61.18	.00					
1998	UTILITY REFUND #8	278116.02		<u>ROBERT HARPER, 8872 S RED DELICIOUS WAY, UTILITY REFUND</u>	09/09/2019	50.47	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	278116.02		<u>ROBERT HARPER, 8872 S RED DELICIOUS WAY, UTILITY REFUND</u>	09/09/2019	65.52	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	278116.02		<u>ROBERT HARPER, 8872 S RED DELICIOUS WAY, UTILITY REFUND</u>	09/09/2019	50.84	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	278116.02		<u>ROBERT HARPER, 8872 S RED DELICIOUS WAY, UTILITY REFUND</u>	09/09/2019	16.71	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 278116.02:						183.54	.00					
1998	UTILITY REFUND #8	291051.00		<u>CBH HOMES, 3405 W DEVOTION DR, UTILITY REFUND</u>	09/09/2019	16.42	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	291051.00		<u>CBH HOMES, 3405 W DEVOTION DR, UTILITY REFUND</u>	09/09/2019	21.42	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	291051.00		<u>CBH HOMES, 3405 W DEVOTION DR, UTILITY REFUND</u>	09/09/2019	15.47	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 53

Sep 12, 2019 01:18PM

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 291051.00:						53.31	.00					
1998	UTILITY REFUND #8	291061.00		<u>CBH HOMES, 6775 S MEMORY WAY, UTILITY REFUND</u>	09/09/2019	28.66	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	291061.00		<u>CBH HOMES, 6775 S MEMORY WAY, UTILITY REFUND</u>	09/09/2019	39.07	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	291061.00		<u>CBH HOMES, 6775 S MEMORY WAY, UTILITY REFUND</u>	09/09/2019	22.70	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 291061.00:						90.43	.00					
1998	UTILITY REFUND #8	303104.01		<u>HUBBLE HOMES, 2201 N GREENVILLE AVE, UTILITY REFUND</u>	09/03/2019	3.69	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	303104.01		<u>HUBBLE HOMES, 2201 N GREENVILLE AVE, UTILITY REFUND</u>	09/03/2019	3.75	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	303104.01		<u>HUBBLE HOMES, 2201 N GREENVILLE AVE, UTILITY REFUND</u>	09/03/2019	.74	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 303104.01:						8.18	.00					
1998	UTILITY REFUND #8	303301.00		<u>HUBBLE HOMES, 2108 N GREENVILLE AVE, UTILITY REFUND</u>	09/04/2019	11.71	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	303301.00		<u>HUBBLE HOMES, 2108 N GREENVILLE AVE, UTILITY REFUND</u>	09/04/2019	15.20	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	303301.00		<u>HUBBLE HOMES, 2108 N GREENVILLE AVE, UTILITY REFUND</u>	09/04/2019	13.98	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 303301.00:						40.89	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 54

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
1998	UTILITY REFUND #8	330018.00		<u>TOLL BROS INC, 898 E BUCK DR, UTILITY REFUND</u>	08/28/2019	32.29	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	330018.00		<u>TOLL BROS INC, 898 E BUCK DR, UTILITY REFUND</u>	08/28/2019	8.14	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	330018.00		<u>TOLL BROS INC, 898 E BUCK DR, UTILITY REFUND</u>	08/28/2019	22.34	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 330018.00:						62.77	.00					
1998	UTILITY REFUND #8	330033.00		<u>TOLL BROS INC, 1881 N MEADOWFIELD AVE, UTILITY REFUND</u>	09/09/2019	.97	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	330033.00		<u>TOLL BROS INC, 1881 N MEADOWFIELD AVE, UTILITY REFUND</u>	09/09/2019	1.25	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	330033.00		<u>TOLL BROS INC, 1881 N MEADOWFIELD AVE, UTILITY REFUND</u>	09/09/2019	2.74	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 330033.00:						4.96	.00					
1998	UTILITY REFUND #8	330036.00		<u>TOLL BROS INC, 1935 N MEADOWFIELD AVE, UTILITY REFUND</u>	09/09/2019	14.39	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	330036.00		<u>TOLL BROS INC, 1935 N MEADOWFIELD AVE, UTILITY REFUND</u>	09/09/2019	22.05	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	330036.00		<u>TOLL BROS INC, 1935 N MEADOWFIELD AVE, UTILITY REFUND</u>	09/09/2019	15.91	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 330036.00:						52.35	.00					
1998	UTILITY REFUND #8	330069.00		<u>TOLL BROS INC, 1618 N SNOWFIELD PL, UTILITY REFUND</u>	09/04/2019	16.68	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 55

Sep 12, 2019 01:18PM

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
1998	UTILITY REFUND #8	330069.00		<u>TOLL BROS INC. 1618 N SNOWFIELD PL. UTILITY REFUND</u>	09/04/2019	21.67	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	330069.00		<u>TOLL BROS INC. 1618 N SNOWFIELD PL. UTILITY REFUND</u>	09/04/2019	11.90	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 330069.00:						50.25	.00					
1998	UTILITY REFUND #8	340041.01		<u>CBH HOMES. 6707 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/04/2019	16.70	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	340041.01		<u>CBH HOMES. 6707 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/04/2019	21.70	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	340041.01		<u>CBH HOMES. 6707 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/04/2019	18.10	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 340041.01:						56.50	.00					
1998	UTILITY REFUND #8	340042.01		<u>CBH HOMES. 6689 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/09/2019	22.57	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	340042.01		<u>CBH HOMES. 6689 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/09/2019	31.21	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	340042.01		<u>CBH HOMES. 6689 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/09/2019	25.71	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 340042.01:						79.49	.00					
1998	UTILITY REFUND #8	340045.01		<u>CBH HOMES. 6635 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/11/2019	2.11	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	340045.01		<u>CBH HOMES. 6635 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/11/2019	2.73	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	340045.01		<u>CBH HOMES. 6635 S BIRCH CREEK AVE. UTILITY REFUND</u>	09/11/2019	6.26	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 56

Sep 12, 2019 01:18PM

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 340045.01:						11.10	.00					
1998	UTILITY REFUND #8	340053.01		<u>CBH HOMES, 6683 S CATFISH CREEK AVE, UTILITY REFUND</u>	09/11/2019	2.28	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	340053.01		<u>CBH HOMES, 6683 S CATFISH CREEK AVE, UTILITY REFUND</u>	09/11/2019	2.97	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	340053.01		<u>CBH HOMES, 6683 S CATFISH CREEK AVE, UTILITY REFUND</u>	09/11/2019	7.37	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 340053.01:						12.62	.00					
1998	UTILITY REFUND #8	340061.01		<u>CBH HOMES, 1485 W CROOKED RIVER DR, UTILITY REFUND</u>	09/04/2019	24.66	.00	<u>20-4500 METERED WATER SALES</u>	0	9/19		
1998	UTILITY REFUND #8	340061.01		<u>CBH HOMES, 1485 W CROOKED RIVER DR, UTILITY REFUND</u>	09/04/2019	-1.91	.00	<u>21-4600 SEWER USER FEES</u>	0	9/19		
1998	UTILITY REFUND #8	340061.01		<u>CBH HOMES, 1485 W CROOKED RIVER DR, UTILITY REFUND</u>	09/04/2019	22.82	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	9/19		
Total 340061.01:						45.57	.00					
Total UTILITY REFUND #8:						2,808.64	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	54714		<u>POSTAGE, ESTATEMENTS, AND IMAGING FOR AUG.'19 - ADMIN</u>	08/31/2019	952.94	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	9/19		
857	VALLI INFORMATION SYSTEMS, INC	54714		<u>POSTAGE, ESTATEMENTS, AND IMAGING FOR AUG.'19 - WATER</u>	08/31/2019	1,497.48	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	9/19		
857	VALLI INFORMATION SYSTEMS, INC	54714		<u>POSTAGE, ESTATEMENTS, AND IMAGING FOR AUG.'19 - SEWER</u>	08/31/2019	1,497.48	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	9/19		

City of Kuna

Payment Approval Report - City Council Approval

Page: 57

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
857	VALLI INFORMATION SYSTEMS, INC	54714		<u>POSTAGE, ESTATEMENTS, AND IMAGING FOR AUG.'19 - P.I</u>	08/31/2019	589.92	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	9/19		
Total 54714:						4,537.82	.00					
857	VALLI INFORMATION SYSTEMS, INC	54715		<u>LOCKBOX TRANSACTIONS FOR AUG.'19 - ADMIN</u>	08/31/2019	34.32	.00	<u>01-6505 BANK FEES</u>	0	9/19		
857	VALLI INFORMATION SYSTEMS, INC	54715		<u>LOCKBOX TRANSACTIONS FOR AUG.'19 - WATER</u>	08/31/2019	53.94	.00	<u>20-6505 BANK FEES</u>	0	9/19		
857	VALLI INFORMATION SYSTEMS, INC	54715		<u>LOCKBOX TRANSACTIONS FOR AUG.'19 - SEWER</u>	08/31/2019	53.94	.00	<u>21-6505 BANK FEES</u>	0	9/19		
857	VALLI INFORMATION SYSTEMS, INC	54715		<u>LOCKBOX TRANSACTIONS FOR AUG.'19 - P.I</u>	08/31/2019	21.25	.00	<u>25-6505 BANK FEES</u>	0	9/19		
Total 54715:						163.45	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,701.27	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9837036578		<u>CELL PHONE SERVICE, 7/29- 8/28/19 - ADMIN</u>	08/28/2019	141.51	.00	<u>01-6255 TELEPHONE</u>	0	9/19		
1575	VERIZON WIRELESS	9837036578		<u>CELL PHONE SERVICE, 7/29- 8/28/19 - P&amp;Z</u>	08/28/2019	53.74	.00	<u>01-6255 TELEPHONE</u>	1003	9/19		
1575	VERIZON WIRELESS	9837036578		<u>CELL PHONE SERVICE, 7/29- 8/28/19 - PARKS</u>	08/28/2019	477.87	.00	<u>01-6255 TELEPHONE</u>	1004	9/19		
1575	VERIZON WIRELESS	9837036578		<u>CELL PHONE SERVICE, 7/29- 8/28/19 - BUILDING INSPECTION</u>	08/28/2019	95.57	.00	<u>01-6255 TELEPHONE</u>	1005	9/19		
1575	VERIZON WIRELESS	9837036578		<u>CELL PHONE SERVICE, 7/29- 8/28/19 - WATER</u>	08/28/2019	469.80	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/19		
1575	VERIZON WIRELESS	9837036578		<u>CELL PHONE SERVICE, 7/29- 8/28/19 - SEWER</u>	08/28/2019	554.13	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 8/30/2019-9/12/2019

Page: 58

Sep 12, 2019 01:18PM

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	9837036578		<u>CELL PHONE SERVICE, 7/29-8/28/19 - P.I</u>	08/28/2019	128.25	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/19		
1575	VERIZON WIRELESS	9837036578		<u>CELL PHONE SERVICE, 7/29-8/28/19 - ECONOMIC DEVELOPMENT</u>	08/28/2019	46.85	.00	<u>01-6255 TELEPHONE</u>	4000	9/19		
Total 9837036578:						1,967.72	.00					
1575	VERIZON WIRELESS	9837160442		<u>TABLET SERVICE, 8/2-9/1/19 - ADMIN</u>	09/01/2019	3.68	.00	<u>01-6255 TELEPHONE</u>	0	9/19		
1575	VERIZON WIRELESS	9837160442		<u>TABLET SERVICE, 8/2-9/1/19 - PARKS</u>	09/01/2019	8.09	.00	<u>01-6255 TELEPHONE</u>	1004	9/19		
1575	VERIZON WIRELESS	9837160442		<u>TABLET SERVICE, 8/2-9/1/19 - BUILDING INSPECTION</u>	09/01/2019	30.87	.00	<u>01-6255 TELEPHONE</u>	1005	9/19		
1575	VERIZON WIRELESS	9837160442		<u>TABLET SERVICE, 8/2-9/1/19 - WATER</u>	09/01/2019	42.04	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/19		
1575	VERIZON WIRELESS	9837160442		<u>TABLET SERVICE, 8/2-9/1/19 - SEWER</u>	09/01/2019	50.86	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/19		
1575	VERIZON WIRELESS	9837160442		<u>TABLET SERVICE, 8/2-9/1/19 - P.I</u>	09/01/2019	11.46	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/19		
Total 9837160442:						147.00	.00					
1575	VERIZON WIRELESS	9837160443		<u>IPAD SERVICE, 8/2-9/1/19 - ADMIN</u>	09/01/2019	5.01	.00	<u>01-6255 TELEPHONE</u>	0	9/19		
1575	VERIZON WIRELESS	9837160443		<u>IPAD SERVICE, 8/2-9/1/19 - PARKS</u>	09/01/2019	20.02	.00	<u>01-6255 TELEPHONE</u>	1004	9/19		
1575	VERIZON WIRELESS	9837160443		<u>IPAD SERVICE, 8/2-9/1/19 - WATER</u>	09/01/2019	6.61	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/19		
1575	VERIZON WIRELESS	9837160443		<u>IPAD SERVICE, 8/2-9/1/19 - SEWER</u>	09/01/2019	6.61	.00	<u>21-6255 TELEPHONE</u>				

City of Kuna

## Payment Approval Report - City Council Approval

Page: 59

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

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
								EXPENSE	0	9/19		
1575	VERIZON WIRELESS	9837160443		<u>IPAD SERVICE, 8/2-9/1/19 - P.I</u>	09/01/2019	1.79	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	9/19		
Total 9837160443:						40.04	.00					
Total VERIZON WIRELESS:						2,154.76	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0453583		<u>RECORDS DESTRUCTION, 8/1- 31/19 - ADMIN</u>	09/01/2019	7.00	.00	01-6052 <u>CONTRACT SERVICES</u>	0	9/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0453583		<u>RECORDS DESTRUCTION, 8/1- 31/19 - P &amp; Z</u>	09/01/2019	2.25	.00	01-6052 <u>CONTRACT SERVICES</u>	1003	9/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0453583		<u>RECORDS DESTRUCTION, 8/1- 31/19 - WATER</u>	09/01/2019	6.63	.00	20-6052 <u>CONTRACT SERVICES</u>	0	9/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0453583		<u>RECORDS DESTRUCTION, 8/1- 31/19 - SEWER</u>	09/01/2019	6.63	.00	21-6052 <u>CONTRACT SERVICES</u>	0	9/19		
1633	WESTERN RECORDS DESTRUCTION, INC.	0453583		<u>RECORDS DESTRUCTION, 8/1- 31/19 - P.I</u>	09/01/2019	2.49	.00	25-6052 <u>CONTRACT SERVICES</u>	0	9/19		
Total 0453583:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN001071698		<u>MAINTENANCE ON GENERATOR AT BUTLER WELL, C.DEYOUNG, AUG.'19</u>	08/26/2019	420.61	.00	20-6150 <u>M &amp; R - SYSTEM</u>	0	9/19		
Total IN001071698:						420.61	.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
98	WESTERN STATES EQUIPMENT CO.	IN001071705		<u>MAINTENANCE ON GENERATOR AT WELL #6, C.DEYOUNG, AUG.'19</u>	08/26/2019	1,573.97	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total IN001071705:						1,573.97	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001071708		<u>MAINTENANCE ON GENERATOR AT DISCOVERY LIFT STATION, T.FLEMING, AUG.'19</u>	08/26/2019	747.44	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total IN001071708:						747.44	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001071709		<u>MAINTENANCE ON GENERATOR AT CEDAR WELL, C.DEYOUNG, AUG.'19</u>	08/26/2019	638.95	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total IN001071709:						638.95	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001074602		<u>MAINTENANCE ON GENERATOR AT TEN MILE LIFT STATION, T.FLEMING, AUG.'19</u>	08/28/2019	2,741.77	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/19		
Total IN001074602:						2,741.77	.00					
Total WESTERN STATES EQUIPMENT CO.:						6,122.74	.00					
<b>WEX BANK</b>												
1234	WEX BANK	61008666		<u>FUEL, AUG.'19 - ADMIN</u>	08/31/2019	23.23	.00	<u>01-6300 FUEL</u>	0	9/19		
1234	WEX BANK	61008666		<u>FUEL, AUG.'19 - P &amp; Z</u>	08/31/2019	7.74	.00	<u>01-6300 FUEL</u>	1003	9/19		
1234	WEX BANK	61008666		<u>FUEL, AUG.'19 - PARKS</u>	08/31/2019	284.31	.00	<u>01-6300 FUEL</u>	1004	9/19		
1234	WEX BANK	61008666		<u>FUEL, AUG.'19 - BUILDING INSPECTION</u>	08/31/2019	274.68	.00	<u>01-6300 FUEL</u>	1005	9/19		
1234	WEX BANK	61008666		<u>FUEL, AUG.'19 - WATER</u>	08/31/2019	109.81	.00	<u>20-6300 FUEL</u>	0	9/19		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 61

Report dates: 8/30/2019-9/12/2019

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1234	WEX BANK	61008666		<u>FUEL, AUG.'19 - SEWER</u>	08/31/2019	109.81	.00	21-6300 FUEL	0	9/19		
1234	WEX BANK	61008666		<u>FUEL, AUG.'19 - P.I</u>	08/31/2019	29.95	.00	25-6300 FUEL	0	9/19		
1234	WEX BANK	61008666		<u>NON-FUEL PURCHASE, CAR WASH, BUILDING INSPECTION - AUG.'19</u>	08/31/2019	6.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1005	9/19		
Total 61008666:						845.53	.00					
Total WEX BANK:						845.53	.00					
<b>WHITE, PETERSON, GIGRAY, &amp; NICHOLS P.A.</b>												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	08312019WPG		<u>LEGAL FEES AND EXPENSES, AUGUST 2019 - ADMIN</u>	08/31/2019	3,694.32	.00	01-6202 PROFESSIONAL SERVICES	0	9/19		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	08312019WPG		<u>LEGAL FEES, AUGUST 2019 - P &amp; Z</u>	08/31/2019	459.00	.00	01-6202 PROFESSIONAL SERVICES	1003	9/19		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	08312019WPG		<u>LEGAL FEES, AUGUST 2019 - SEWER</u>	08/31/2019	189.00	.00	21-6202 PROFESSIONAL SERVICES	0	9/19		
Total 08312019WPGN:						4,342.32	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						4,342.32	.00					
<b>ZAMZOWS</b>												
66	ZAMZOWS	3943507-IN	8828	<u>PLANTING TABLETS AND ROOT BOOST FOR DOWNTOWN TREES, M.MEADE, JUL.'19</u>	07/25/2019	14.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/19		
Total 3943507-IN:						14.98	.00					
Total ZAMZOWS:						14.98	.00					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/30/2019-9/12/2019

Page: 62

Sep 12, 2019 01:18PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Grand Totals:						<u>1,169,204.48</u>	<u>685,368.87</u>					

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

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

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

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\_\_\_\_\_

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R67-2019  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE  
MAYOR TO EXECUTE THE STATEWIDE COPIER AND PRINTER CONTRACT  
EQUIPMENT PLACEMENT FORM WITH VALLEY OFFICE SYSTEMS.**

**WHEREAS**, the City Council approved R59-2017 on August 15, 2017 approving the “*Digital Copier Dealer Lease Agreement with U.S. Bank Equipment Finance*” and “*Digital Copier Maintenance Agreement*” with Valley Office Systems; and

**WHEREAS**, a new digital copier is being placed at City Hall in the Clerk’s Office.

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

Section 1. The “Statewide Copier and Printer Contract Equipment Placement Form” with Valley Office Systems for the lease and maintenance of one digital copier, in substantially the format, as attached hereto as “EXHIBIT A” is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Contract and Placement Form on behalf of the City of Kuna, Idaho.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of September, 2019.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of September, 2019.

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

ATTEST:

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



**RESOLUTION NO. R68-2019  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT, AUTHORIZING AND APPROVING THE PAYMENT OF ANNUAL MEMBERSHIP DUES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the City Council approved R62-2014 on October 21, 2014 approving the “*Amended Emergency Management Joint Powers Agreement*” with Ada City-County Emergency Management Executive Council (ACCEM); and

**WHEREAS**, a new amended agreement is to be signed.

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

Section 1. The “*Amended Emergency Management Joint Powers Agreement*” with ACCEM, in substantially the format, as attached hereto as “**EXHIBIT A**” is hereby approved.

Section 2. The City hereby authorizes the City Treasurer to pay the sum of \$7,534.00 for the 2019-2020 annual dues.

Section 3. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorized and approved for on behalf of the City of Kuna, Idaho.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of September 2019.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of September 2019.

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

ATTEST:

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

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

**JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF’S OFFICE AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES  
FY 2020**

**THIS JOINT POWERS AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Ada County Sheriff’s Office** (“ACSO”) and the **City of Kuna**, Idaho, a municipal corporation of the State of Idaho (“City”).

**WITNESSETH**

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

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

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

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

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

geographic areas within the boundaries of the City, except as may be modified by Section 1.4,

below. City services include:

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

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

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

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

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

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

1.5 Compensation.

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

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

- c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of **\$2,501,394.68** for the term of this Agreement. Said sum shall be paid in twelve (12) equal monthly installments of **\$208,449.56**. Payments shall commence October 10<sup>th</sup>.
- d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events. ACSO agrees to work with the City to minimize the costs applicable to such requests.
- e. Discretionary Overtime. When agreed to in advance by the parties, the ACSO shall provide operational overtime when requested by the City for special city events or dignitary protection. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Where the ACSO has sufficient advance notice, the ACSO agrees to work with the City prior to the event to minimize the costs applicable to such requests.

1.6 Special Provisions.

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

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

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

#### 1.7 Reporting.

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

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

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

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

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

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

1.10 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2019, and unless otherwise terminated, shall continue in effect until September 30, 2020. This Agreement may be renewed upon the mutual written consent of the parties.

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

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

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

1.12 Indemnification.

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

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

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

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

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

1.15 Agreement Administration.

- a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.

- b. Referral of Unresolved Problems. The City Mayor shall refer any police service operational problem, which cannot be resolved with the Chief of Law Enforcement Services, to the Ada County Sheriff. The Sheriff and Mayor shall meet as necessary to resolve such issues.

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

/// INTENTIONALLY LEFT BLANK ///

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CITY OF KUNA**

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

ATTEST:

\_\_\_\_\_  
Kuna City Clerk

**ADA COUNTY SHERIFF'S OFFICE**

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

**Board of Ada County Commissioners**

By: \_\_\_\_\_  
Kendra Kenyon, Commissioner

By: \_\_\_\_\_  
Diana Lachiondo, Commissioner

By: \_\_\_\_\_  
Rick Visser, Commissioner

ATTEST:

\_\_\_\_\_  
Phil McGrane, Ada County Clerk

**EXHIBIT A**

**BUDGET**

(1 page – attached)

<b>FY20 KPD Contract Cost Model - 3% COLA</b>		<b>POLICE CITY OF KUNA</b>	
<b>Consolidated Contract City Budget Summary</b>			
			<b>2 Addtl Patrol</b>
<u>Personnel</u>		\$	2,403,159.55
<u>Equipment / Uniforms</u>		\$	63,720.99
<u>Operational</u>		\$	42,804.25
<u>Vehicles</u>		\$	154,821.27
<u>Support</u>	571	\$	19,985.00
<u>SRO Charges (KSD)</u>		\$	4,818.00
<b>Total Expenses</b>		<b>\$</b>	<b>2,689,309.06</b>
Less Shared Services Credit		\$	187,914.37
<b>New FY20 Contract Amount</b>		<b>\$</b>	<b>2,501,394.68</b>
FY19 Contract			\$2,206,149.35
<b>Net change to contracts</b>		<b>\$</b>	<b>295,245.33</b>
<b>Personnel Costs</b>			
<b>Position</b>		<b>Cost/position</b>	
<u>Chief II</u>	1	\$	160,932.28
<u>Chief I</u>	0	\$	148,731.55
<u>Sergeant</u>	2	\$	145,792.46
<u>Detective</u>	4.25	\$	122,711.42
<u>Deputy</u>	12	\$	117,640.99
<u>Code Enforcement</u>	0	\$	62,400.18
<u>Code Enforcement (PT)</u>	0	\$	21,924.20
<u>Clerk (FT)</u>	0	\$	51,884.28
<u>Clerk (PT)</u>	1	\$	17,426.93
<b>Personnel Subtotal</b>	<b>20.25</b>	<b>\$</b>	<b>2,403,159.55</b>

**RESOLUTION NO. R69-2019  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2019-2020 FOR THE CITY OF KUNA, IDAHO.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Sheriff to provide law enforcement services in the city of Kuna for the fiscal year commencing October 1, 2019 and ending September 30, 2020 pursuant to the terms of said contract.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of September, 2019.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of September, 2019.

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

ATTEST:

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

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

**JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF'S OFFICE  
AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES  
FY 2020**

**THIS JOINT POWERS AGREEMENT** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Ada County Sheriff's Office** ("ACSO") and the **City of Kuna**, Idaho, a municipal corporation of the State of Idaho ("City").

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Compensation.

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

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

- c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of **\$2,501,394.68** for the term of this Agreement. Said sum shall be paid in twelve (12) equal monthly installments of **\$208,449.56**. Payments shall commence October 10<sup>th</sup>.
- d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events. ACSO agrees to work with the City to minimize the costs applicable to such requests.
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1.6 Special Provisions.

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

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

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

1.7 Reporting.

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

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

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

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

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

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

1.10 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2019, and unless otherwise terminated, shall continue in effect until September 30, 2020. This Agreement may be renewed upon the mutual written consent of the parties.

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

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

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

1.12 Indemnification.

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

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

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

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

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

1.15 Agreement Administration.

- a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.

- b. Referral of Unresolved Problems. The City Mayor shall refer any police service operational problem, which cannot be resolved with the Chief of Law Enforcement Services, to the Ada County Sheriff. The Sheriff and Mayor shall meet as necessary to resolve such issues.

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

/// INTENTIONALLY LEFT BLANK ///

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CITY OF KUNA**

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

ATTEST:

\_\_\_\_\_  
Kuna City Clerk

**ADA COUNTY SHERIFF'S OFFICE**

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

**Board of Ada County Commissioners**

By: \_\_\_\_\_  
Kendra Kenyon, Commissioner

By: \_\_\_\_\_  
Diana Lachiondo, Commissioner

By: \_\_\_\_\_  
Rick Visser, Commissioner

ATTEST:

\_\_\_\_\_  
Phil McGrane, Ada County Clerk

**EXHIBIT A**

**BUDGET**

(1 page – attached)

<b>FY20 KPD Contract Cost Model - 3% COLA</b>		<b>POLICE CITY OF KUNA</b>	
<b>Consolidated Contract City Budget Summary</b>			
			<b>2 Addtl Patrol</b>
<u>Personnel</u>		\$	2,403,159.55
<u>Equipment / Uniforms</u>		\$	63,720.99
<u>Operational</u>		\$	42,804.25
<u>Vehicles</u>		\$	154,821.27
<u>Support</u>	571	\$	19,985.00
<u>SRO Charges (KSD)</u>		\$	4,818.00
<b>Total Expenses</b>		<b>\$</b>	<b>2,689,309.06</b>
Less Shared Services Credit		\$	187,914.37
<b>New FY20 Contract Amount</b>		<b>\$</b>	<b>2,501,394.68</b>
FY19 Contract			\$2,206,149.35
<b>Net change to contracts</b>		<b>\$</b>	<b>295,245.33</b>
<b>Personnel Costs</b>			
<b>Position</b>		<b>Cost/position</b>	
<u>Chief II</u>	1	\$ 160,932.28	\$ 160,932.28
<u>Chief I</u>	0	\$ 148,731.55	-
<u>Sergeant</u>	2	\$ 145,792.46	\$ 291,584.92
<u>Detective</u>	4.25	\$ 122,711.42	\$ 521,523.54
<u>Deputy</u>	12	\$ 117,640.99	\$ 1,411,691.88
<u>Code Enforcement</u>	0	\$ 62,400.18	-
<u>Code Enforcement (PT)</u>	0	\$ 21,924.20	-
<u>Clerk (FT)</u>	0	\$ 51,884.28	-
<u>Clerk (PT)</u>	1	\$ 17,426.93	\$ 17,426.93
<b>Personnel Subtotal</b>	<b>20.25</b>		<b>\$ 2,403,159.55</b>

**RESOLUTION NO. R70-2019  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF FOR SHERIFF'S COMMUNITY SERVICE (SCS) WORKERS FOR THE FISCAL YEAR 2019-2020 FOR THE CITY OF KUNA, IDAHO**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Sheriff to provide Sheriff's Community Service (SCS) Workers in the city of Kuna for the fiscal year commencing October 1, 2019 and ending September 30, 2020 pursuant to the terms of said contract.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of September, 2019.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of September, 2019.

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

ATTEST:

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

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

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

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

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

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

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

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

**1. General Agency Information:**

Agency Name: City of Kuna

Point of Contact: Jesse Morfin

Agency Address: 750 W 4th St Kuna Id, 83634

Email Address: jmorfin@kunasid.gov

Telephone No.: 208-639-5349 Cell: 208-936-9751

Emergency Contact Person: Bobby Withrow

Emergency Contact Number: 208-573-7668

**2. Term and Termination:**

a. The term of this Agreement shall begin on the date of execution and shall extend through September 30, 2020. The Agreement shall be subject to annual renewals upon the written mutual consent of the parties, with each renewal period to begin on October 1 and continue through September 30 of the following calendar year.

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

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

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

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

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

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

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

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

**5. Other Terms and Conditions:**

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

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

- c. **Indemnification (County).** To the extent permitted by applicable law, County shall indemnify and hold Agency, its officers, agents, and employees harmless for injuries to persons or property resulting from the wrongful acts of County, its officers, agents or employees in performing the duties described in this Agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, County itself could be liable under state and federal statutes, regulations, common law, and other law. County's indemnification and defense of Agency herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which County would be entitled if the claims were asserted against County.
  
- d. **Indemnification (Agency).** To the extent permitted by applicable law, including Idaho Code § 59-1015, Agency shall indemnify and hold the County, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Agency, its officers, agents or employees. In the event County is alleged to be liable on account of any activities, acts, or omissions of Agency, its officers, agents or employees, then Agency shall reimburse the County for defending such allegations through counsel chosen by County and Agency shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and defense reimbursement shall be limited to only those claims, and only to the extent that, Agency itself could be liable under state and federal statutes, regulations, common law, and other law.
  
- e. **Independent Contractor.** Agency is, and shall perform this Agreement as, an independent contractor and, as such, shall have and maintain complete control over all its employees and operations, except as otherwise provided herein. Neither Agency, nor anyone employed by it, shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. As an independent contractor, Agency shall be solely responsible for payment of wages, all federal and state withholding taxes, liability insurance, and such compensation insurance and such other obligations as are the legal responsibility of an employer.

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

County:  
DeLanie Valentine  
7180 Barrister Drive  
Boise, ID 83704

Agency:  
Jesse Morfin  
P.O. Box 13  
Kuna Id. 83634

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

documents or Contracts and, if appropriate, a resolution of the entity, and that this Contract is binding upon said entity in accordance with its terms.

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

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Board of Ada County Commissioners**

By: \_\_\_\_\_  
Kendra Kenyon, Commissioner

By: \_\_\_\_\_  
Diana Lachiondo, Commissioner

By: \_\_\_\_\_  
Rick Visser, Commissioner

ATTEST:

\_\_\_\_\_  
Phil McGrane, Ada County Clerk

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Ada County Sheriff's Office**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Agency

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

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

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





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

### Final Plat Checklist

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

<b>Project name:</b> Crimson Point South Subdivision	<b>Applicant:</b> David Crawford - B&A Engineers, Inc.
---	---

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

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

(No 8 1/2 x 11's)

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

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



**received**  
7.25.19



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)	19-09-FP
Project name	Crimson Point South Final Plat
Date Received	7.25.19
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

**Contact/Applicant Information**

Owners of Record: DB Development, LLC	Phone Number: _____
Address: 2228 W. Piazza St.	E-Mail: _____
City, State, Zip: Meridian, ID 83646	Fax #: _____
Applicant (Developer): David Crawford - B&A Engineers, Inc.	Phone Number: 208-519-4393
Address: 5505 W. Franklin Rd.	E-Mail: dacrawford@baengineers.com
City, State, Zip: Boise, ID 83705	Fax #: 208-342-5792
Engineer/Representative: Joe Canning - B&A Engineers, Inc.	Phone Number: 208-519-4394
Address: same as applicant	E-Mail: jdcanning@baengineers.com
City, State, Zip: _____	Fax #: 208-342-5792

**Subject Property Information**

Site Address: 2459 W. Deer Flat Rd.
Site Location (Cross Streets): South of Ardell Rd. & East of N. Ten Mile Rd.
Parcel Number (s): S1322212500
Section, Township, Range: Sec. 22 T2N R1W
Property size: 12.99 ac
Current land use: under const. Proposed land use: Residential
Current zoning district: R-6 Proposed zoning district: R-6

**Project Description**

Project / subdivision name: Crimson Point South Subdivision  
 General description of proposed project / request: Approval & signature on final plat

Type of use proposed (check all that apply):  
 Residential \_\_\_\_\_  
 Commercial \_\_\_\_\_  
 Office \_\_\_\_\_  
 Industrial \_\_\_\_\_  
 Other \_\_\_\_\_

Amenities provided with this development (if applicable): \_\_\_\_\_

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No  
 Please describe the existing buildings: \_\_\_\_\_  
 Any existing buildings to remain?  Yes  No  
 Number of residential units: \_\_\_\_\_ Number of building lots: 63  
 Number of common and/or other lots: 4  
 Type of dwellings proposed:  
 Single-Family \_\_\_\_\_  
 Townhouses \_\_\_\_\_  
 Duplexes \_\_\_\_\_  
 Multi-Family \_\_\_\_\_  
 Other \_\_\_\_\_  
 Minimum Square footage of structure (s): \_\_\_\_\_  
 Gross density (DU/acre-total property): \_\_\_\_\_ Net density (DU/acre-excluding roads): \_\_\_\_\_  
 Percentage of open space provided: \_\_\_\_\_ Acreage of open space: \_\_\_\_\_  
 Type of open space provided (i.e. landscaping, public, common, etc.): landscaping, common

**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: *David Crawford* Date: 7/17/19  
*David Crawford B&A Engineers, Inc.*

**B & A Engineers, Inc.**

Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Ph. 208-343-3381 Fax 208-342-5792



July 17, 2019

**City of Kuna**

751 W. 4th St.  
Kuna, Idaho 83634

Subject: **Final Plat Approval Request for – Crimson Point South Subdivision**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Crimson Point South Subdivision.

The development is currently under construction. The attached final plat is in substantial conformance with the approved preliminary plat.

Based on limited field observations and information provided by others, we believe that all construction is being completed in substantial conformance with the approved construction plans.

On behalf of the applicant, as their representative, we respectfully request the signatures of the City for this Subdivision.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Crawford". The signature is stylized and cursive.

David Crawford  
B&A Engineers, Inc.



ADA COUNTY RECORDER Christopher D. Rich	<b>2015-038408</b>
BOISE IDAHO Pgs=2 LISA BATT	05/06/2015 01:58 PM
FIDELITY NATIONAL TITLE - BOISE	\$13.00

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

**WARRANTY DEED**

**FOR VALUE RECEIVED**

**Pawnee Farm LLC, who acquired title as DBTV Pawnee Farm LLC, an Idaho Limited Liability Company**

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

**Pawnee Farm LLC, an Idaho limited liability company**

GRANTEES(s), whose current address is: **6152 W Half Moon Ln, Eagle, ID 83616** the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

**SEE ATTACHED EXHIBIT "A"**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

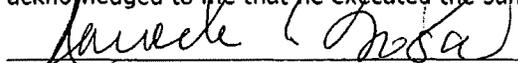
Effective this 6 day of May, 2015

**Pawnee Farm, LLC  
By: EAMI, LLC, Manager**

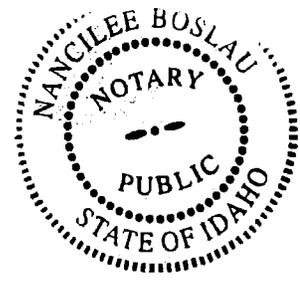
  
By: Timothy W Eck, Manager

State of Idaho  
County of Ada

On this 6 day of May, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Timothy W Eck, known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as the Manager of EAMI, LLC, the Manager of Pawnee Farm, LLC and acknowledged to me that he executed the same as such Manager.

  
Notary Public Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Residing in Meridian, Idaho  
My Commission expires: 11-12-2016



**Exhibit A****Parcel I**

This parcel is a portion of the Northeast Quarter of the Northwest quarter of Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more Particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of Section 22; thence South 89°52'43" West along the Northerly boundary of said Northeast-quarter of the Northwest quarter, a distance of 8.10 feet to the REAL POINT OF BEGINNING; thence South 53°33'17" West, a distance of 298.67 feet; thence South 76°28'30" West, a distance of 147.08 feet; thence South 13°31'30" East, a distance of 25.00 feet; thence South 38°54'17" West, a distance of 625.98 feet to a meander corner on the Northeasterly bank of Indian Creek; thence meandering said Northeasterly bank North 81°00'53" West, a distance of 230.41 feet; North 52°08'00" West, a distance of 228.98 feet; North 29°07'38" West, a distance of 286.61 feet to a point on the Westerly boundary of said Northeast quarter of the Northwest quarter; thence North 00°21'04" West along said Westerly boundary, a distance of 293.57 feet to the Northwest corner of said Northeast quarter of the Northwest quarter; thence North 89°52'43" East along the Northerly boundary of said Northeast quarter of the Northwest quarter, a distance of 1,320.20 feet to the POINT OF BEGINNING.

**Parcel II**

A 25 foot easement for right-of-way as disclosed in a Default Judgement, recorded April 8, 2005, as Instrument No. 105042763, records of Ada County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of Section 22, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being the center line of West Deer Flat Road, the REAL POINT OF BEGINNING; thence South 89°52'43" West, 8.10 feet along the North boundary of said Section 22, thence South 53°33'17" West, 298.67 feet; thence South 76°28'30" West 147.08 feet; thence South 13°31'30" East 25.00 feet; thence North 76°28'30" East, 152.15 feet; thence North 53°33'17" East, 295.53 feet to the center section line of said Section 22 and the Southerly boundary of West Deer Flat Road; thence North 00°20'30" West, 25.00 feet to the POINT OF BEGINNING.



ADA COUNTY RECORDER J. DAVID NAVARRO      AMOUNT 156.00      52  
 BOISE IDAHO 06/26/07 02:06 PM  
 DEPUTY Bonnie Oberbillig  
 RECORDED - REQUEST OF  
 Title One



107090857

**received**  
 7.25.19

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
ARBOR RIDGE SUBDIVISION AND  
SILVERDALE SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARBOR RIDGE SUBDIVISION AND SILVERDALE SUBDIVISION is made effective as of the 22<sup>nd</sup> day of June 2007, by Dyver Development LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: RECITALS.....	1
1.1 Property Covered.....	1
1.2 Residential Development.....	1
1.3 Purpose of Declaration .....	1
ARTICLE II: DECLARATION .....	1
ARTICLE III: DEFINITIONS .....	2
3.1 "Abandoned or Inoperable Vehicle" .....	2
3.2 "Subdivision".....	2
3.3 "Common Area" .....	2
3.4 "Architectural Committee" .....	2
3.5 "Articles" .....	2
3.6 "Assessments" .....	2
3.7 "Association" .....	2
3.8 "Association Rules" .....	2
3.9 "Board" .....	2
3.10 "Building Lot" .....	2
3.11 "Bylaws" .....	3
3.12 "Declaration" .....	3
3.13 "Grantor" .....	3
3.14 "Improvement" .....	3
3.15 "Limited Assessment" .....	3
3.16 "Member" .....	3
3.17 "Owner" .....	3
3.18 "Person" .....	3
3.19 "Plat" .....	3
3.20 "Property" .....	3
3.21 "Regular Assessment" .....	3
3.22 "Special Assessment" .....	4
3.23 "Supplemental Declaration" .....	4
3.24 "Waterway" .....	4
ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS .....	4
4.1 Structures – Generally .....	4
4.2 Antennae.....	6
4.3 Insurance Rates.....	6
4.4 No Further Subdivision .....	6
4.5 Signs .....	6
4.6 Nuisances.....	6
4.7 Exterior Maintenance; Owner’s Obligations.....	6
4.8 Interior Maintenance; Owner’s Obligations .....	7
4.9 Grading and Drainage.....	7

4.10 No Hazardous Activities.....7

4.11 Unsightly Articles.....7

4.12 No Temporary Structures .....8

4.13 No Unscreened Boats, Campers and Other Vehicles .....8

4.14 Sewage Disposal Systems .....8

4.15 No Mining or Drilling.....8

4.16 Energy Devices, Outside .....8

4.17 Vehicles .....8

4.18 Animals/Pets.....8

4.19 Landscaping.....9

4.20 Exemption of Grantor .....10

4.21 Commencement of Construction.....10

4.22 Roofing Material. *See Exhibit C*.....10

4.23 Vehicles and Equipment.....10

4.24 Waterway Easements.....11

ARTICLE V: HOMEOWNERS' ASSOCIATION.....11

5.1 Organization of Homeowners' Association .....11

5.2 Membership.....11

5.3 Voting.....11

5.4 Board of Directors and Officers .....12

5.5 Power and Duties of the Association.....12

5.6 Personal Liability.....16

5.7 Budgets and Financial Statements.....17

5.8 Meetings of Association .....17

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES .....17

6.1. Operation and Maintenance.....17

6.2. ACHD Storm Water Drainage System.....18

6.3. ACHD Right to Inspect and Maintain.....18

6.4. ACHD Approval of Amendments .....18

6.5. ACHD Assessment and Lien Rights .....18

6.6. Grading.....18

6.7. Drainage. ....18

ARTICLE VII: RIGHTS TO COMMON AREAS .....19

7.1 Use of Common Area.....19

7.2 Designation of Common Area.....19

7.3 Delegation of Right to Use .....19

7.4 Damages .....19

ARTICLE VIII: PRESSURIZED IRRIGATION.....20

8.1 Irrigation District Service .....20

8.2 No Private System .....20

ARTICLE IX: ASSESSMENTS .....20

9.1 Covenant to Pay Assessments .....20

9.2 Regular Assessments .....20

9.3 Special Assessments .....21

9.4 Limited Assessments .....22

9.5 Initiation and Transfer Assessments.....22

9.6 Uniform Rate of Assessment.....22

9.7 Assessment Period .....22

9.8 Notice and Assessment Due Date.....22

9.9 Estoppel Certificate .....22

9.10 Special Notice and Quorum Requirements .....23

ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS .....23

10.1 Right to Enforce.....23

10.2 Assessment Liens .....23

10.3 Method of Foreclosure.....24

10.4 Required Notice.....24

10.5 Subordination to Certain Trust Deeds .....24

10.6 Rights of Mortgagees.....24

ARTICLE XI: INSPECTION OF ASSOCIATION’S BOOKS AND RECORDS.....25

11.1 Member’s Right of Inspection.....25

11.2 Rules Regarding Inspection of Books and Records .....25

11.3 Director’s Rights of Inspection.....25

ARTICLE XII: ARCHITECTURAL COMMITTEE.....25

12.1 Creation .....25

12.2 Grantor’s Right of Appointment. ....25

12.2 Grantor’s Right of Appointment. ....26

12.3 Review of Proposed Construction .....26

12.4 Meetings of the Architectural Committee .....27

12.5 No Waiver of Future Approvals.....27

12.6 Compensation of Members.....27

12.7 Inspection of Work .....27

12.8 Non-Liability of Architectural Committee Members.....28

12.9 Variances .....28

ARTICLE XIII: EASEMENTS.....29

13.1 Easements of Encroachment.....29

13.2 Easements of Access .....29

13.3 Drainage and Utility Easements .....29

13.4 Rights and Duties Concerning Utility Easements .....30

13.5 Driveway Easements .....30

13.6 Disputes as to Sharing of Costs.....30

13.7 General Landscape Easement.....31

13.8 Overhang Easement.....31

13.9 Maintenance and Use Easement Between Walls and Lot Lines .....31

ARTICLE XIV: MISCELLANEOUS.....31

14.1 Term.....31  
14.2 Amendment .....31  
14.3 Mortgage Protection .....32  
14.4 Notices .....32  
14.5 Enforcement and Non-Waiver.....32  
14.6 Interpretation .....33  
14.7 Successors and Assigns .....33  
14.8 City Park.....33

ARTICLE XV: ANNEXATION.....34  
15.1 Time for Annexation; Land Subject to Annexation.....34  
15.2 Procedure for Annexation.....34

## ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Arbor Ridge Subdivision and Silverdale Subdivision ("Declaration") is the Property legally described in Exhibit A attached hereto and made a part hereof (the "Property"). Grantor may develop the Property in stages or phases. Grantor, in its sole discretion, may amend or supplement this Declaration to add additional Property.

1.2 Residential Development. Arbor Ridge Subdivision and Silverdale Subdivision are residential developments which Grantor currently intends to develop into a single unique neighborhood. Certain portions of the Property may be developed for quality detached single-family residential homes. The Property may contain parcels of Common Area, including water, park, open space, and recreational and landscaping facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. Specific restrictions for any additional property or phases of the Subdivision may be added by supplement or amendment in Grantor's sole discretion.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

Grantor hereby declares that 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, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; 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, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct

improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities 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.

### ARTICLE III: DEFINITIONS

3.1 "Abandoned or Inoperable Vehicle" shall mean any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

3.2 "Subdivision" shall mean the Property.

3.3 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Subdivision development and each Owner therein, which real property is legally described in Exhibit B attached hereto and made a part hereof. Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Common Area may include easement and/or license rights.

3.4 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.5 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.6 "Assessments" shall mean those payments required of Owners, Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Declaration.

3.7 "Association" shall mean the Idaho nonprofit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Arbor Ridge/Silverdale Subdivision Homeowners' Association, Inc.," or any similar name which fairly reflects its purpose.

3.8 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.9 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.10 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be

constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.11 "Bylaws" shall mean the Bylaws of an Association.

3.12 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.13 "Grantor" shall mean Dyver Development LLC, or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Dyver Development LLC, or its successor.

3.14 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.15 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.16 "Member" shall mean each person or entity holding a membership in the Association.

3.17 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.18 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.19 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.20 "Property" shall mean those portions of the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. Additional Property may be added in Grantor's sole discretion.

3.21 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of an Association which is to be levied against the

Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

3.22 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.23 "Supplemental Declaration" shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.24 "Waterway" shall mean any surface water amenity, including, without limitation, any irrigation system, lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures – Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot. Specific categories of restrictions with respect to the Subdivision are reflected on Exhibit C attached hereto. Additional restrictions for future phases may be added by amendment or supplement to these Restrictive Covenants in Grantor's sole future discretion. An Addendum will be recorded for each phase identifying which categories from Exhibit C will apply to each lot.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless approved in advance.

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

4.1.6 Mailboxes. All mailboxes and stands will be of consistent design, material and coloration as specified by the Architectural Committee. All mail boxes shall be standard sized black galvanized steel rural mailboxes and to insure uniformity, shall be located at places designated by the Architectural Committee and/or the Postal Service.

4.1.7 Fencing. Street side fencing shall be installed on a Building Lot within sixty (60) days after occupancy permit, with wing fencing on interior lots, and wing fencing plus street side fencing on corner lots. Wing fencing shall be set back five (5) feet from each corner of the front of the residential structure, and street side fencing shall be set back ten (10) feet from the sidewalk. Subject to the foregoing, no fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet, or other lesser height as the Architectural Committee may require, above the finished graded surface. Fencing using natural landscaping as a visual and/or privacy barrier is strongly encouraged and shall be allowed. "Invisible" fencing to control and contain dogs is strongly encouraged and shall be allowed. No fence shall be constructed of any material other than six (6) foot dog eared cedar fencing, nor finished in any finish other than Tahoe Brown Wood Kraft Exterior Stain by Kwal Paint or the equivalent, except as may be specifically approved in writing by the Architectural Committee prior to construction. Any and all fencing shall comply with the City of Kuna Building Codes.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, stands and all exposed accessories shall be harmonious with building design, and shall be as approved by Architectural Committee prior to installation. Lighting shall be restrained in design,

and excessive brightness shall be avoided. Lighting on the front of the house shall be installed with a photosensitive cell designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed.

4.2 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the applicable Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee except: (i) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots or new homes thereon; (ii) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (iii) such informational signs of customary and reasonable dimensions as prescribed by the Architectural Committee; and (iv) one (1) temporary sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for Sale. No visible for rent or lease signs allowed.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities

on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.8 Interior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.9 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the

generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.12 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.13 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure and/or fencing concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Kuna City Sewer System and pay all charges assessed therefore.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.15 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.16 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.18 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2)

domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot.

4.19 Landscaping. The Owner of any Building Lot shall sod the front and the side yards and landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the applicable Architectural Committee, prior to occupancy, weather permitting. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas shall be irrigated by an underground sprinkler system.

The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot. The initial landscaping shall include, as a minimum, sod in the front and side yards, two (2) flowering trees of at least one and one-half inch (1 1/2") caliper or one (1) evergreen tree at least six feet (6') in height in the front yard, each with a three foot (3') diameter surrounding tree ring, and eight (8) one-gallon or larger shrubs in the front yard, and if a corner lot, two (2) additional one and one half inch (1 1/2") caliper trees installed on the street side of the residential structure with three foot (3') diameter surrounding tree ring. The use of berms and sculptured planting areas are encouraged. Back yard shall be sodded or seeded to grass within six (6) months of occupancy. The Supplemental Declarations for future phases may include more stringent landscaping requirements.

4.20 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.21 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph 4.21, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.22 Roofing Material. See Exhibit C.

4.23 Vehicles and Equipment. The use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to the following: (1) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefore; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path, or Waterway unless such vehicle is engaged in an emergency procedure; (3) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee; (4) to the extent possible, garage doors shall remain closed at all times; and (5) the use of any electronic, gas or other fuel

operated gardening, yard or snow removal equipment shall only be allowed from 8:00 a.m. to 8:00 p.m.

4.24 Waterway Easements. Grantor hereby reserves an easement for all Waterways and related pipes, pumps and other equipment over, across, under and through all Lots, Common Areas, and Restricted Areas to the extent reasonably required to maintain any Waterway system installed by Grantor on the Property, or pursuant to plans and specifications approved by the Architectural Committee. The Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by a governmental or quasi-governmental authority, and to bill the applicable governmental or quasi-governmental authority for all such maintenance conducted by the Association. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterway. Under no circumstances whatsoever shall the Waterways be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes including, without limitation, wading and/or swimming.

#### ARTICLE V: HOMEOWNERS' ASSOCIATION

5.1 Organization of Homeowners' Association. The Association shall be initially organized by Grantor as a nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association on the earlier to occur of either of the following events: (a) when the Class B Member hold no votes, so long as the Property has been fully platted (including future additions to the Property in Grantor's discretion); or (b) ten (10) years after the date the Declaration is recorded in the official records of Ada County, Idaho.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

#### 5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the

preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and

5.5.1.6.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, 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, 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-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Common Area (other than Local Common Area), including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, fences and/or water amenities within and abutting Common Area or any Waterway. Maintain any water amenities constructed by Grantor or Association located in an easement in, over and through Building Lots as shown on the Plat.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Common Area or against the Subdivision, the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Common Area, and to manage for the benefit of the Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.5.2.6.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of Common Area. Limits of 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.

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

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

5.5.2.6.5 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.

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

5.5.2.7 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

5.5.2.9 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the

Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

## ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1. Operation and Maintenance. Operation and maintenance of the storm water facilities at the Subdivision shall be governed by the operation and maintenance Manual for Light Maintenance of Storm Drainage System in Arbor Ridge Subdivision and Silverdale Subdivision

(the "Manual"), which Manual or manuals may only be modified at the direction of the Board of the Association, with written approval by ACHD.

6.2. ACHD Storm Water Drainage System. Portions of Lots 1, 7 and 8, Block 1; Lot 6, Block 3; Lots 1, 2 and 24, Block 4; Lots 8, 9, 10 and 11, Block 7; Lots 1, 2, 3, 4 and 5, Block 8; and Lots 8, 9 and 10, Block 10 Arbor Ridge Subdivision No. 1 according to the official plat thereof and Lot 1, Block 1 and a portion of Lot 14, Block 3, Silverdale Subdivision according to the official plat thereof contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3. ACHD Right to Inspect and Maintain. ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

6.4. ACHD Approval of Amendments. Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the Manual having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

6.5. ACHD Assessment and Lien Rights. ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage system. ACHD shall be entitled to a continuing lien all lots for such unpaid assessments for maintenance and repair to the storm water drainage system.

6.6. Grading. The owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Kuna City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada county Highway District, or other public agency, and plantings and ground cover installed or completed thereon.

6.7. Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and the Ada County Highway District ("ACHD"). For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from Common Area over, any Building Lot in the Property.

## ARTICLE VII: RIGHTS TO COMMON AREAS

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

7.1.1 The right of the Association to levy and increase Assessments;

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

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of such Association to prohibit the construction of structures or Improvements, Improvements on all Common Areas.

7.1.5 The right of such Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area, to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

7.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

## ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. The City of Kuna provides pressurized irrigation water service to all Lots in the Project. Lot Owners shall be required to pay an assessment based on Lot area to the City whether or not water is actually used. Lot Owners are prohibited from making any cross connection or tie in between the irrigation water system and their domestic water systems. WATER FROM THE IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF SUCH OWNER'S LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

8.2 No Private System. Lot Owners shall not construct any ditch, drain, well or water system upon any Lot or Common Area for domestic use or irrigation purposes.

## ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

9.1.1 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.

9.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonably 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 remains an Owner.

9.1.3 Exempt Lots. The following Lots shall be exempt from the assessments created herein: (1) all property expressly dedicated to and accepted by a local public authority; (2) the Common Areas; (3) all Building Lots owned by Grantor, until title is transferred to another, or until occupancy, whichever first occurs; and (4) all other properties owned by Grantor or the Association.

9.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its

affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

9.2.2 Maximum Regular Assessment. Until January 1 of the year following the conveyance of the first Building Lot to an Owner (other than a builder or Grantor), the maximum Regular Assessment shall be Two Hundred Twenty Five and no/100 Dollars (\$225.00) per Building Lot per year, to be billed and paid monthly, quarterly, semi-annually, or annually, as determined at the discretion of the Board. From and after January 1 of the year following the conveyance of the first Building Lot to an Owner (other than a builder or Grantor), the maximum Regular Assessment may be increased each year not more than ten percent (10%) above the Regular Assessment for the previous year without a vote of three-fourths (3/4) of the votes of the Members, at a meeting duly called for this purpose. Without limiting the foregoing, the Board may fix the Regular Assessment at an amount not in excess of the maximum.

9.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed as follows:

9.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

### 9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority

of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

9.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Silverdale Subdivision.

9.5 Set-Up and Transfer Assessments. Upon the initial conveyance of each Building Lot, the Purchaser thereof shall pay a set-up assessment to the Association in the amount of \$250.00. Upon each subsequent conveyance, the Purchaser thereof shall pay a transfer assessment to the Association in the amount of \$50.00.

9.6 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

9.7 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.8 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for 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 shall accrue with each installment that is not paid within thirty (30) days after the due date shall accrue a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building 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 exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.9 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the

dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 9.9 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

9.10 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

#### ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

#### 10.2 Assessment Liens.

10.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, the name of the record Owner thereof, and any other information required by applicable law. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

10.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and

recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

#### ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

11.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

#### ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee" or "AC"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration that Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed,

Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

12.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

12.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

12.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to Common Area.

12.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and

descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

12.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

12.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate a Architectural Committee representative (who may but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

12.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

12.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

12.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

12.7.1 Upon the completion of any work for which approved plans are required under this Article XII, the Owner shall give written notice of completion to the Architectural Committee.

12.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day

period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

12.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

12.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the

Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

### ARTICLE XIII: EASEMENTS

13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the 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 act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 13.1.

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including 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 pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

13.3 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on a Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

13.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

13.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

13.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

13.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf

of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

13.7 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building 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 such Association shall determine to be necessary from time to time.

13.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure of fence.

#### ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract

may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

14.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to 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. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 14.4.

14.5 Enforcement and Non-Waiver.

14.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the

Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

14.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

14.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

14.5.5 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.

14.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

14.6.1 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.

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 14.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

14.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

14.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

14.7 Successors and Assigns. All references herein to Grantor, Owners, any Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

14.8 City Park. Grantor shall dedicate Lot 1, Block 1, Arbor Ridge Subdivision No. 1 to the City of Kuna, Idaho for the city's ownership and maintenance as a city park in accordance with the provisions of Section 3.1.5 of the Development Agreement recorded May 11, 2006 as Instrument No. 106073892, records of Ada County, Idaho.

#### ARTICLE XV: ANNEXATION

15.1 Time for Annexation; Land Subject to Annexation: Grantor hereby reserves to itself and its successors and assigns the right to annex any other real property into Subdivision by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the Subdivision, pursuant to the provisions of this Article.

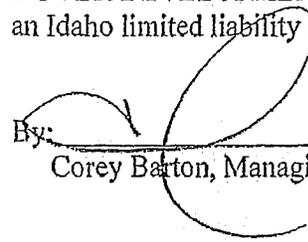
Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the Property; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Building Lots within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Building Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

15.2. Procedure for Annexation: Any Notice of Annexation or Supplemental Declaration to be recorded hereunder shall contain the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

IN WITNESS WHEREOF, Grantor has set its hand this 22<sup>nd</sup> day of June, 2007.

DYVER DEVELOPMENT LLC,  
an Idaho limited liability company

By:  \_\_\_\_\_  
Corey Barton, Managing Member





# Crimson Point South Subdivision

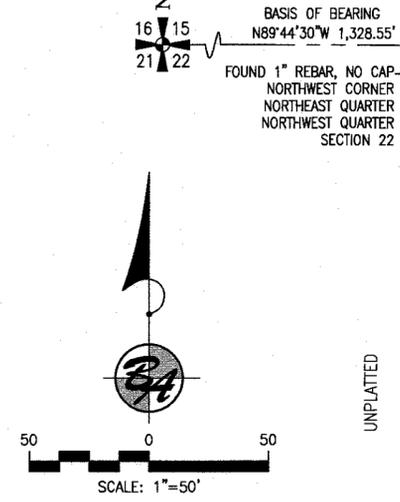
A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

2019

N. Black Cat Rd.

CRIMSON POINT SUBDIVISION NO. 9

CRIMSON POINT SUBDIVISION NO. 9

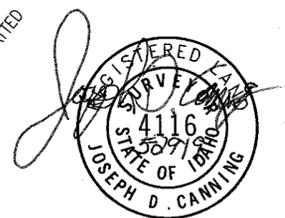


BASIS OF BEARING  
N89°44'30"W 1,328.55'  
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NORTHWEST CORNER  
NORTHEAST QUARTER  
NORTHWEST QUARTER  
SECTION 22



## Legend

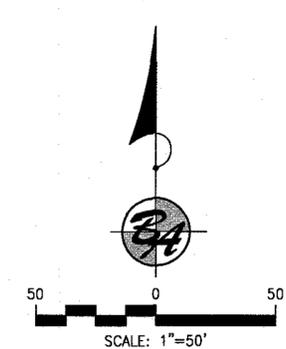
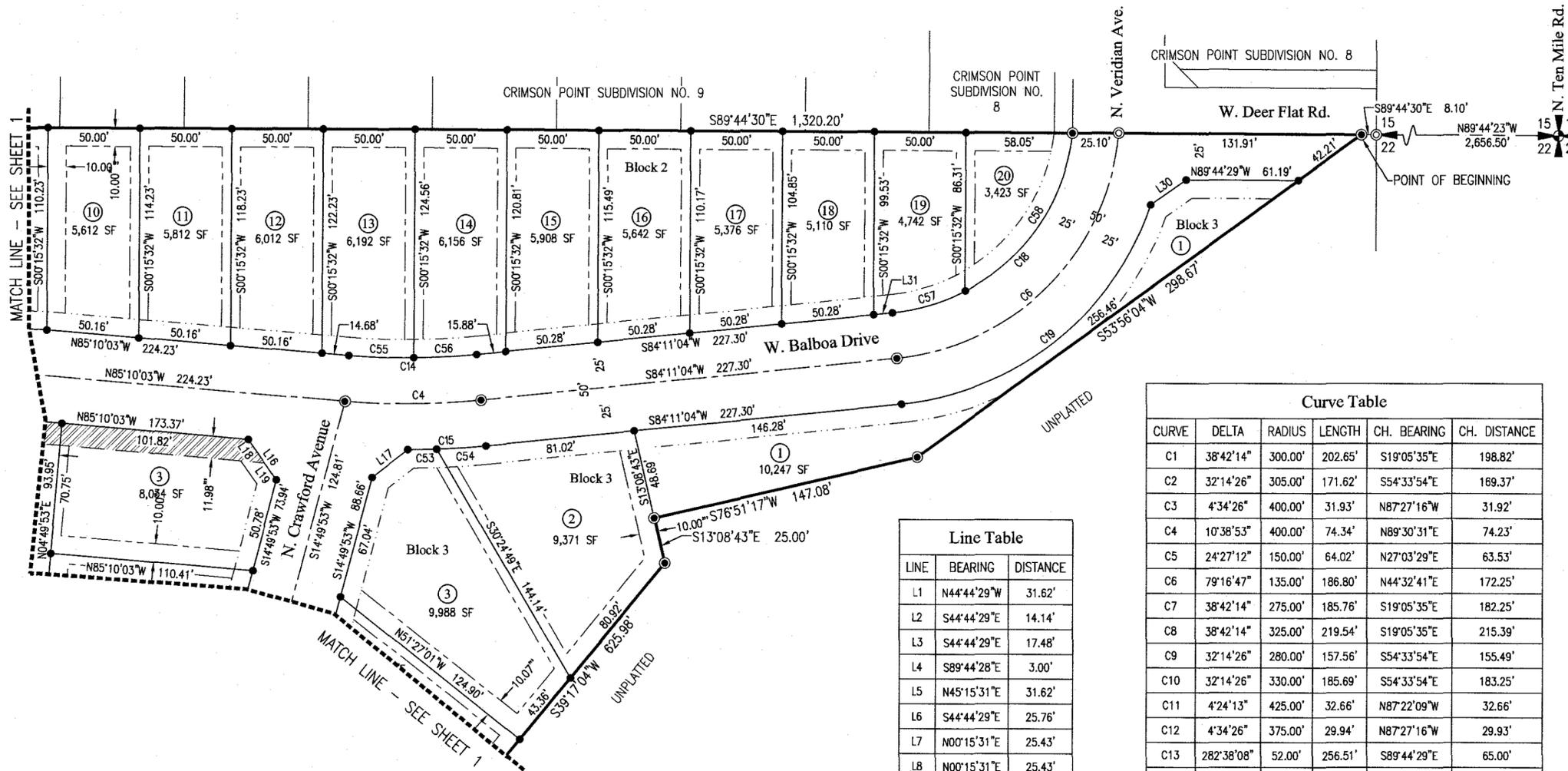
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJOINING PROPERTY LINE
- SECTION LINE
- STREET CENTERLINE
- WATER, SEWER, DRAINAGE, AND IRRIGATION EASEMENT TO BENEFIT THE CITY OF KUNA, SEE NOTE 10, SHEET 2 FOR MORE INFORMATION.
- 10' WIDE PUBLIC UTILITY EASEMENT, SEE NOTE 9, SHEET 3 FOR MORE INFORMATION.
- STORM DRAINAGE EASEMENT TO BENEFIT ACHD, SEE NOTE 14, SHEET 2
- 3-FOOT WIDE ACHD SIDEWALK EASEMENT PER INSTRUMENT NO.
- FOUND 1/2" PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- FOUND 1/2" WITNESS CORNER PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- FOUND 5/8" WITNESS CORNER PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- FOUND 5/8" REFERENCE MONUMENT PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- SET 1/2"x24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- SET 1/2"x24" WITNESS CORNER IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- SET 1/2"x24" REFERENCE MONUMENT IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- SET 5/8"x30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- WITNESS CORNER, SET 5/8"x30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- REFERENCE MONUMENT, SET 5/8"x30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- CALCULATED POINT, NOT FOUND OR SET
- NORTHEAST CORNER SECTION 22, FOUND ALUMINUM CAP  
CP&F NO. 7513761  
CP&F NO. 7907145  
CP&F NO. 102129851
- NORTHWEST CORNER SECTION 22, FOUND BRASS CAP  
CP&F NO. 7518215  
CP&F NO. 100100960  
CP&F NO. 2018-110963
- NORTH QUARTER CORNER, FOUND 5/8" REBAR  
CP&F NO. 7513759  
CP&F NO. 105101423



**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381  
CRIMSON POINT SOUTH SUBDIVISION  
SHEET 1 OF 4

See Sheet 2 for Curve Table and Line Table  
See Sheet 3 for Notes

# Crimson Point South Subdivision



**Line Table**

LINE	BEARING	DISTANCE
L1	N44°44'29"W	31.62'
L2	S44°44'29"E	14.14'
L3	S44°44'29"E	17.48'
L4	S89°44'28"E	3.00'
L5	N45°15'31"E	31.62'
L6	S44°44'29"E	25.76'
L7	N00°15'31"E	25.43'
L8	N00°15'31"E	25.43'
L9	N45°15'31"E	25.76'
L10	N89°44'29"W	28.11'
L11	S44°44'29"E	15.56'
L12	S44°44'29"E	10.21'
L13	S89°44'29"E	14.91'
L14	S89°44'29"E	13.20'
L15	N85°10'03"W	9.55'
L16	S35°10'05"E	27.08'
L17	N52°13'55"E	24.36'
L18	S35°10'05"E	15.67'
L19	S35°10'05"E	11.41'
L21	N15°42'02"W	28.64'
L22	S74°17'58"W	24.09'
L23	S89°44'30"E	3.04'
L24	N39°21'25"E	12.64'
L26	S89°44'30"E	10.00'
L27	N89°44'30"E	3.00'
L28	N89°44'29"W	30.31'
L29	S85°10'03"E	20.54'
L30	N54°38'38"E	23.59'
L31	N84°11'04"E	10.30'
L32	N39°17'04"E	7.34'
L33	S00°15'32"W	11.34'

**Reference Documents**

- SUBDIVISION PLATS**
- CRIMSON POINT SUBDIVISION - PHASE 1, BOOK 40, PAGES 10621-10626
  - CRIMSON POINT SUBDIVISION - PHASE 3, BOOK 93, PAGES 11252-11254
  - CRIMSON POINT SUBDIVISION NO. 8, BOOK 113, PAGES 16615-16618
  - CRIMSON POINT SUBDIVISION NO. 9, BOOK 115, PAGES 17369-17371
- RECORDS OF SURVEY**
- ROS NO. 11627
  - ROS NO. 10066
- WARRANTY DEED**
- INSTRUMENT NO. 2015-038408

**Curve Table**

CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DISTANCE
C1	38°42'14"	300.00'	202.65'	S19°05'35"E	198.82'
C2	32°14'26"	305.00'	171.62'	S54°33'54"E	169.37'
C3	4°34'26"	400.00'	31.93'	N87°27'16"W	31.92'
C4	10°38'53"	400.00'	74.34'	N89°30'31"E	74.23'
C5	24°27'12"	150.00'	64.02'	N27°03'29"E	63.53'
C6	79°16'47"	135.00'	186.80'	N44°32'41"E	172.25'
C7	38°42'14"	275.00'	185.76'	S19°05'35"E	182.25'
C8	38°42'14"	325.00'	219.54'	S19°05'35"E	215.39'
C9	32°14'26"	280.00'	157.56'	S54°33'54"E	155.49'
C10	32°14'26"	330.00'	185.69'	S54°33'54"E	183.25'
C11	4°24'13"	425.00'	32.66'	N87°22'09"W	32.66'
C12	4°34'26"	375.00'	29.94'	N87°27'16"W	29.93'
C13	282°38'08"	52.00'	256.51'	S89°44'29"E	65.00'
C14	10°38'53"	375.00'	69.69'	N89°30'31"E	69.59'
C15	5°45'06"	425.00'	42.66'	N87°03'38"E	42.85'
C16	24°27'12"	125.00'	53.35'	N27°03'29"E	52.94'
C17	24°27'13"	175.00'	74.69'	N27°03'25"E	74.12'
C18	78°13'06"	110.00'	150.17'	N45°04'28"E	138.78'
C19	65°50'14"	160.00'	183.85'	N51°15'57"E	173.90'
C20	6°28'50"	325.00'	36.76'	S02°58'53"E	36.74'
C21	8°05'19"	325.00'	45.88'	S10°15'58"E	45.84'
C22	8°31'06"	325.00'	48.32'	S18°34'10"E	48.27'
C23	8°27'47"	325.00'	48.00'	S27°03'37"E	47.96'
C24	7°09'12"	325.00'	40.58'	S34°52'06"E	40.55'
C25	5°39'40"	330.00'	32.61'	S41°16'30"E	32.59'
C26	8°42'10"	330.00'	50.12'	S48°27'26"E	50.08'
C27	8°43'50"	330.00'	50.28'	S57°10'26"E	50.24'
C28	8°16'25"	330.00'	47.65'	S65°40'33"E	47.61'
C29	0°52'21"	330.00'	5.03'	S70°14'56"E	5.03'

**Curve Table**

CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DISTANCE
C30	8°57'41"	275.00'	43.01'	S04°13'18"E	42.97'
C31	15°47'18"	275.00'	75.78'	S16°35'47"E	75.54'
C32	13°57'14"	275.00'	66.97'	S31°28'03"E	66.81'
C33	3°18'23"	280.00'	16.16'	S40°05'53"E	16.16'
C34	14°12'23"	280.00'	69.43'	S48°51'16"E	69.25'
C35	14°43'40"	280.00'	71.97'	S63°19'17"E	71.78'
C36	16°11'19"	175.00'	49.45'	S21°56'42"E	49.28'
C37	8°24'20"	175.00'	25.67'	S34°14'32"E	25.65'
C38	4°13'31"	200.00'	14.75'	S40°48'40"E	14.75'
C39	16°26'41"	200.00'	57.40'	S51°08'46"E	57.21'
C40	10°26'47"	200.00'	36.46'	S64°35'30"E	36.41'
C41	7°25'49"	220.92'	28.65'	S42°48'11"E	28.63'
C42	22°54'27"	200.00'	79.96'	S58°21'40"E	79.43'
C43	24°35'38"	175.00'	75.12'	S26°08'52"E	74.54'
C44	51°28'55"	52.00'	46.72'	S25°50'08"W	45.17'
C45	69°58'53"	52.00'	63.51'	S34°53'46"E	59.64'
C46	53°30'13"	52.00'	48.56'	N83°21'41"E	46.81'
C47	56°11'22"	52.00'	51.00'	N28°30'54"E	48.98'
C48	51°28'46"	52.00'	46.72'	N25°19'10"W	45.17'
C49	51°19'04"	20.00'	17.91'	N25°55'03"E	17.32'
C50	51°19'04"	20.00'	17.91'	S25°24'01"E	17.32'
C51	7°34'23"	175.00'	23.13'	N35°29'50"E	23.11'
C52	16°52'50"	175.00'	51.56'	N23°16'14"E	51.37'
C53	2°07'25"	425.00'	15.75'	N88°52'28"E	15.75'
C54	3°37'41"	425.00'	26.91'	N85°59'55"E	26.91'
C55	5°24'31"	375.00'	35.40'	S87°52'19"E	35.39'
C56	5°14'21"	375.00'	34.29'	N86°48'15"E	34.28'
C57	21°47'03"	110.00'	41.82'	N73°17'33"E	41.57'
C58	56°26'03"	110.00'	108.35'	N34°10'56"E	104.02'

See Sheet 3 for Notes and Certificate of Owners



**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381  
CRIMSON POINT SOUTH SUBDIVISION  
SHEET 2 OF 4

# Crimson Point South Subdivision

## Notes

1. 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 THROUGH BOISE-KUNA IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
2. ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE CRIMSON POINT SUBDIVISION HOMEOWNERS' AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, RECORDED AS INSTRUMENT NO. 2014-064638, AS AMENDED AND AS MAY BE AMENDED FROM TIME TO TIME.
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR CRIMSON POINT SOUTH SUBDIVISION.
5. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
6. LOT 1, BLOCK 1; LOTS 1 AND 20, BLOCK 2; AND LOT 1, BLOCK 3 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION (HOA), IT'S OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE 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, AS DETERMINED BY THE CITY OF KUNA.
7. NO EASEMENT SHOWN OR DESIGNATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING (EXCEPT TREES), PARKING, OR OTHER SUCH NON-PERMANENT IMPROVEMENTS.
8. ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
9. PUBLIC UTILITY EASEMENT IS HEREBY RESERVED AS FOLLOWS:  
• 10-FOOT WIDE ALONG PUBLIC RIGHT-OF-WAYS.
10. WATER, SEWER, DRAINAGE, AND PRESSURE IRRIGATION EASEMENTS ARE HEREBY RESERVED FOR THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF LINES AS SHOWN HEREON (UNLESS OTHERWISE DIMENSIONED).  
• 10-FOOT WIDE ALONG PUBLIC RIGHT-OF-WAYS, REAR LOT LINES AND THE EXTERIOR BOUNDARY.  
• 10-FOOT WIDE CENTERED ON INTERIOR LOT LINES.
11. DIRECT LOT OR PARCEL ACCESS TO W. DEER FLAT ROAD IS PROHIBITED UNLESS SPECIFICALLY APPROVED IN WRITING BY THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA.
12. MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
13. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION §22-4503, 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 NON-AGRICULTURAL 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.
14. PORTIONS OF LOTS 2-5, BLOCK 1; LOTS 10-14, BLOCK 1; LOTS 16-19, BLOCK 1; LOTS 2-3, BLOCK 4; AND LOTS 7-9, BLOCK 4, 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.
15. LOT 1, BLOCK 1 OF THIS SUBDIVISION IS LOCATED WITHIN ZONE A AS SHOWN ON THE FIRM PANEL 250 OF 875, MAP NO. 16001C0250J, ADA COUNTY, IDAHO AND INCORPORATED AREAS. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT THAT IS LOCATED WITHIN THE MAPPED FLOODPLAIN UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE MAPPED FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOOD PLAIN DEVELOPMENT PERMIT.
16. LOTS 1 AND 19, BLOCK 4 ARE SUBJECT TO A 3-FOOT WIDE PERMANENT SIDEWALK EASEMENT TO ADA COUNTY HIGHWAY DISTRICT PER INSTRUMENT NO. \_\_\_\_\_.
16. LOT 1, BLOCK 1; LOTS 1 AND 20, BLOCK 2; AND LOT 1, BLOCK 3 ARE SUBJECT TO A BLANKET EASEMENT RESERVED FOR THE CITY OF KUNA FOR WATER, SEWER, IRRIGATION AND DRAINAGE PURPOSES.
15. THIS DEVELOPMENT IS SUBJECT TO A LICENSE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT, INSTRUMENT NO. \_\_\_\_\_.
17. THIS DEVELOPMENT IS SUBJECT TO A DEVELOPMENT AGREEMENT, INST. NO. \_\_\_\_\_.

## Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF A CERTAIN TRACT OF LAND TO BE KNOWN AS CRIMSON POINT SOUTH SUBDIVISION, AND THAT IT INTENDS TO INCLUDE THE FOLLOWING DESCRIBED LAND IN THIS PLAT:

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA CITY, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22; THENCE N89°44'30"E, 8.10 FEET ALONG THE NORTHERLY BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 22 TO THE POINT OF BEGINNING:

THENCE S53°56'04"W, 298.67;

THENCE S76°51'17"W, 147.08 FEET;

THENCE S13°08'43"E, 25.00 FEET;

THENCE S39°17'04"W, 625.98 FEET;

THENCE N80°38'06"W, 230.41 FEET;

THENCE N51°45'13"W, 228.98 FEET;

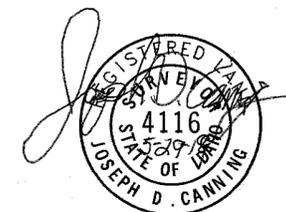
THENCE N28°44'51"W, 286.61 FEET TO THE WESTERLY BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE N00°01'43"E, 293.57 FEET ALONG SAID WESTERLY BOUNDARY TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, WHICH BEARS S89°44'30"E, 1,328.17 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22;

THENCE S89°44'30"E, 1320.20 FEET ALONG THE NORTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22 TO THE POINT OF BEGINNING.

COMPRISING 12.99 ACRES, MORE OR LESS.

See Sheet 4 for Owner's Signature



**B&A Engineers, Inc.**

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

CRIMSON POINT SOUTH SUBDIVISION  
SHEET 3 OF 4





MAIN OFFICE • 707 N. ARMSTRONG PL. • BOISE, ID 83704-0825  
PHONE (208) 375-5211 • FAX (208) 327-8500 • cdhd.idaho.gov

"Healthy People in Healthy Communities"

RECEIVED  
AUG 02 2019  
CITY OF KUNA

19-0593

July 31, 2019

Ada County Recorder  
Attn: Phil McGrane  
200 West Front Street  
Boise, ID 83702

RE: Crimson Point South Subdivision

Dear Mr. McGrane:

Central District Health Department has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given July 31, 2019.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Kuna and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

If you have any questions, please call 208-327-8517.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lori Badigian', is written over a horizontal line.

Lori Badigian, R.E.H.S.  
Senior Environmental Health Specialist

cc: DB Development, Inc.  
B & A Engineers, Inc.  
City of Kuna

LB:bk

SERVING ADA, BOISE, ELMORE AND VALLEY COUNTIES



# City of Kuna

## City Council Memo

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

To: **Kuna City Council**

Case Number: 19-05-FP (Final Plat) – Arbor Ridge Subdivision No. 5

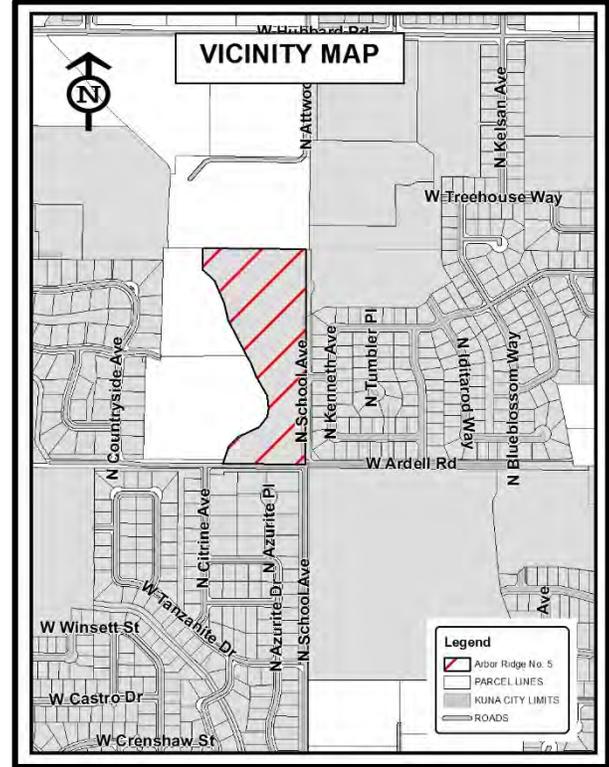
Location: West Ardell Road, Kuna, ID 83634

Planner: Troy Behunin, Planner III

Meeting Date: September 17, 2019

Applicant/  
Owner: Challenger Development  
1977 E Overland Rd  
Meridian, ID 83642

Representative: David Crawford, B&A Engineers, Inc.  
5505 W Franklin Rd  
Boise, ID 83705  
208-343-3381  
[dacrawford@baengineers.com](mailto:dacrawford@baengineers.com)



### A. General Project Facts:

1. The applicant is requesting final plat approval for Arbor Ridge Subdivision No. 5 which contains fifteen (15) buildable lots and four (4) common lots for a total of nineteen (19) lots, on a total of approximately 11.69 acres (APN No. S1314244201).

### B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Arbor Ridge Subdivision No. 5.
2. Staff has determined that the proposed final plat for Arbor Ridge Subdivision No. 5 is in substantial conformance with the approved preliminary plat.

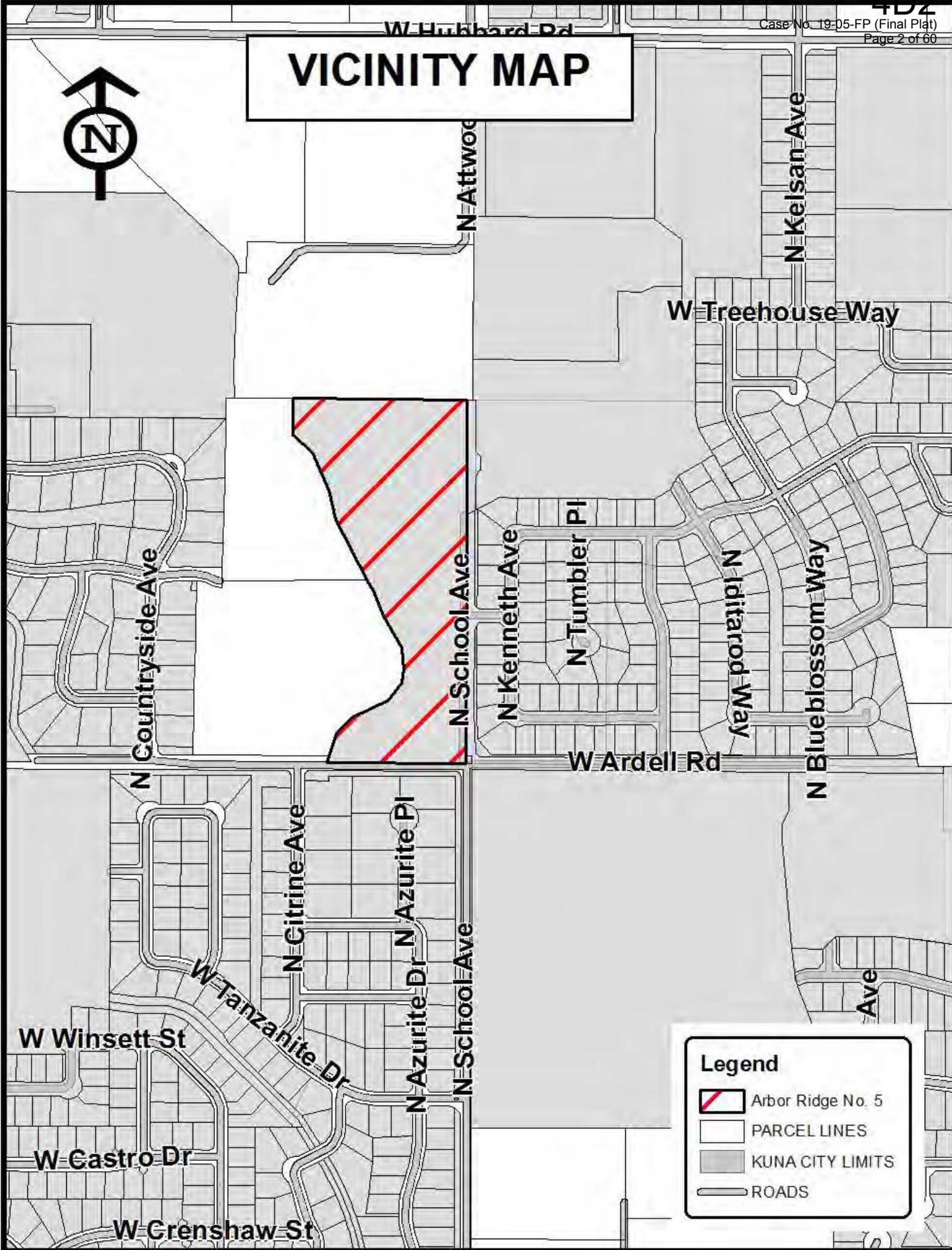
### C. Applicable Standards:

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. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.

# VICINITY MAP



**Legend**

-  Arbor Ridge No. 5
-  PARCEL LINES
-  KUNA CITY LIMITS
-  ROADS

# VICINITY MAP



N Citrine Ave

N Azurite Pl

N School Ave

N School Ave

N Kenneth Ave

N Tumbler Pl

W Allspice St

W Ardell Rd

**Legend**

-  Arbor Ridge No. 5
-  PARCEL LINES
-  ROADS

**B & A Engineers, Inc.**

Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Ph. 208-343-3381 Fax 208-342-5792

May 24, 2019

**City of Kuna**

751 W. 4th St.  
Kuna, Idaho 83634

Subject: **Final Plat Approval Request for – Arbor Ridge Subdivision No. 5**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Arbor Ridge Subdivision No. 5.

The development is currently under construction. The attached final Plat is in substantial conformance with the approved preliminary plat.

Based on limited field observations and information provided by others, we believe that all construction is being completed in substantial conformance with the approved construction plans.

On behalf of the applicant, as their representative, we respectfully request the signatures of the City for this Subdivision.

Sincerely,



David Crawford  
B&A Engineers, Inc.

**received**  
5.31.19



**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)	19-05-FP
Project name	Arbar Ridge #5
Date Received	5.31.19
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

### Contact/Applicant Information

Owners of Record: <u>Challenger Development, LLC.</u> Address: <u>1977 E. Overland Rd.</u> City, State, Zip: <u>Meridian, ID 83642</u>	Phone Number: _____ E-Mail: _____ Fax #: _____
Applicant (Developer): <u>David Crawford - B&amp;A Engineers, Inc.</u> Address: <u>5505 W. Franklin Rd.</u> City, State, Zip: <u>Boise, ID 83705</u>	Phone Number: <u>208-519-4393</u> E-Mail: <u>dacrawford@baengineers.com</u> Fax #: <u>208-342-5792</u>
Engineer/Representative: <u>Joe Canning- B&amp;A Engineers, Inc.</u> Address: <u>same as applicant</u> City, State, Zip: _____	Phone Number: <u>208-519-4394</u> E-Mail: <u>jdanning@baengineers.com</u> Fax #: _____

### Subject Property Information

Site Address: _____
Site Location (Cross Streets): <u>South of W. Hubbard Rd., North of W. Deerflat Rd. &amp; East of N. Linder Rd.</u>
Parcel Number (s): <u>S1314244201</u>
Section, Township, Range: <u>Sec 14 T2N R1W</u>
Property size : <u>11.69 ac</u>
Current land use: <u>under const.</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>R-4</u> Proposed zoning district: <u>no change</u>

**Project Description**

Project / subdivision name: Arbor Ridge Subdivision No. 5

General description of proposed project / request: Approval & signature on final plat

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): \_\_\_\_\_

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

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

Any existing buildings to remain?  Yes  No

Number of residential units: \_\_\_\_\_ Number of building lots: 41

Number of common and/or other lots: 3

Type of dwellings proposed:

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

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

Multi-Family Lots 16-18

Other \_\_\_\_\_

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

Gross density (DU/acre-total property): 1.63 du/ac Net density (DU/acre-excluding roads): 1.62 du/ac

Percentage of open space provided: 11% Acreage of open space: 1.27 ac

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

**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: [Signature] - BEA Engineers, Inc. Date: 9/30/19



# Arbor Ridge Subdivision No. 5

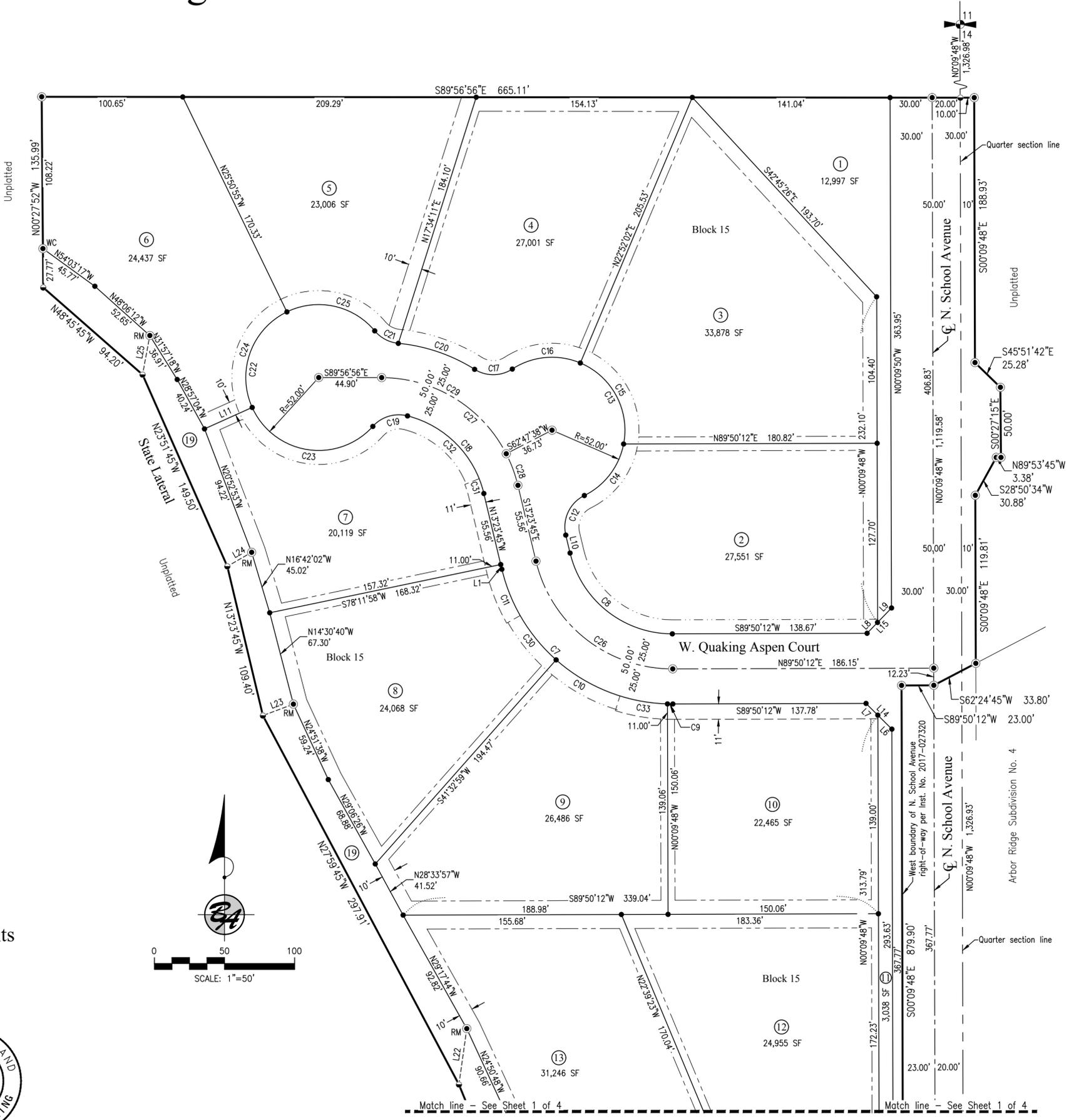
## Notes

- 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 water rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.
- All references to Homeowners' Association hereon are to the Arbor Ridge Subdivision & Silverdale Subdivision Homeowners' Association and the owners of the lots, within said subdivision, jointly pursuant to the Master Declaration of Covenants, Conditions and Restrictions, recorded as Instrument Number 107090857, as amended and as may be amended from time to time.
- Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision and may require amendment of the development agreement.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Arbor Ridge Subdivision.
- Lots shall not be reduced in size without prior approval from the health authority.
- Lots 1, 11, and 15, Block 15 are designated as common area lots to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
- No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
- All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
- Public utility easement is hereby reserved as follows:
  - 10-foot wide along public rights-of-ways.
- Water, sewer, drainage, and irrigation easements are hereby reserved for the City of Kuna for the installation and maintenance of lines as shown hereon (unless otherwise dimensioned).
  - 10-foot wide along public rights-of-ways, rear lot lines and the exterior boundary.
  - 10-foot wide centered on interior lot lines.
- Direct lot access to W. Ardell Road and N. School Avenue is prohibited.
- Maintenance of any irrigation, drainage pipe, or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
- This development recognizes Idaho Code Section §22-4503, 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 non-agricultural 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".
- Portions of Lots 7-10, and 17, Block 15, and all of Lot 15, Block 15, 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.
- Lot 19, Block 15 is subject to an easement for the State Lateral.
- Lot 15, Block 15 is subject to a blanket easement to the City of Kuna for water, sewer, irrigation and drainage purposes.
- This development is subject to a Development Agreement, Inst. No. 114016814.

See Sheet 2 For Legend and Reference Documents  
See Sheet 3 For Curve and Line Tables



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



# Arbor Ridge Subdivision No. 5

Curve Table					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DIST
C1	282°38'08"	52.00'	256.51'	S0°09'48"E	65.00'
C2	113°47'56"	52.00'	103.28'	S84°34'54"E	87.12'
C3	94°36'16"	52.00'	85.86'	S19°37'12"W	76.43'
C4	74°13'57"	52.00'	67.37'	N75°57'42"W	62.76'
C5	51°19'04"	20.00'	17.91'	S64°30'16"E	17.32'
C6	51°19'04"	20.00'	17.91'	S64°10'40"W	17.32'
C7	76°46'03"	125.00'	167.48'	S51°46'46"E	155.23'
C8	76°46'03"	75.00'	100.49'	S51°46'46"E	93.14'
C9	1°45'44"	125.00'	3.84'	S89°16'56"E	3.84'
C10	24°09'19"	125.00'	52.70'	S60°31'41"E	52.31'
C11	16°18'34"	125.00'	35.58'	S21°33'02"E	35.46'
C12	77°04'18"	25.00'	33.63'	S25°08'24"W	31.15'
C13	186°40'06"	52.00'	169.41'	N29°39'29"W	103.82'
C14	52°44'59"	52.00'	47.87'	N37°18'04"E	46.20'
C15	78°03'25"	52.00'	70.84'	N28°06'16"W	65.49'
C16	55°51'34"	52.00'	50.70'	S84°56'15"W	48.71'
C17	65°04'29"	25.00'	28.39'	N89°32'42"E	26.89'
C18	62°18'18"	75.00'	81.56'	N44°32'54"W	77.60'
C19	62°13'59"	25.00'	27.15'	S73°10'58"W	25.84'
C20	26°35'21"	125.00'	58.01'	N71°12'44"W	57.49'
C21	44°43'25"	25.00'	19.51'	S62°08'42"E	19.02'
C22	278°09'02"	52.00'	252.44'	S1°08'29"W	68.13'
C23	113°44'11"	52.00'	103.22'	S81°03'56"E	87.09'
C24	88°20'56"	52.00'	80.18'	S19°58'37"W	72.47'
C25	76°03'59"	52.00'	69.04'	N77°48'59"W	64.08'
C26	76°46'03"	100.00'	133.98'	S51°46'46"E	124.19'
C27	76°33'11"	100.00'	133.61'	N51°40'20"W	123.89'
C28	13°48'37"	100.00'	24.10'	N20°18'03"W	24.05'
C29	62°44'34"	100.00'	109.51'	N58°34'39"W	104.12'
C30	18°44'43"	125.00'	40.90'	S39°04'40"E	40.71'
C31	8°26'55"	75.00'	11.06'	N17°37'12"W	11.05'
C32	53°51'23"	75.00'	70.50'	N48°46'21"W	67.93'
C33	15°47'43"	125.00'	34.46'	S80°30'12"E	34.35'
C34	1°45'59"	530.00'	16.34'	N1°02'48"W	16.34'
C35	0°46'59"	530.00'	7.24'	S0°33'18"E	7.24'
C36	0°59'00"	530.00'	9.10'	S1°26'17"E	9.10'
C37	1°45'59"	500.00'	15.42'	N1°02'48"W	15.41'

Line Table		
LINE	BEARING	DISTANCE
L1	S13°23'45"E	3.48'
L2	S45°09'48"E	14.05'
L3	S45°09'48"E	11.85'
L4	N44°00'16"E	10.83'
L5	N44°00'16"E	14.26'
L6	S45°09'48"E	14.05'
L7	S45°09'48"E	11.93'
L8	N44°00'16"E	10.83'
L9	N44°00'16"E	14.26'
L10	N13°23'45"W	13.15'
L11	S65°48'09"W	37.29'
L12	N45°09'48"W	25.90'
L13	N44°00'16"E	25.09'
L14	N45°09'48"W	25.98'
L15	S44°00'16"W	25.09'
L16	S7°00'28"E	27.16'
L17	S59°00'28"E	29.79'
L18	S59°41'14"E	24.54'
L19	N67°28'15"E	26.25'
L20	N34°47'17"E	28.54'
L21	S80°09'13"E	30.61'
L22	N8°00'13"E	40.24'
L23	N69°28'18"E	23.23'
L24	N59°58'30"E	19.98'
L25	N10°32'58"E	28.32'
L26	S65°39'06"E	23.94'

## Certificate of Owner

A portion of the southeast quarter of the northwest quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14, thence S00°19'50"E, 2,643.85 feet along the centerline of North Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14 and the centerline of West Ardell Road; thence S89°56'20"W, 2,642.11 feet along the centerline of West Ardell Road and the southerly boundary of the northeast quarter of said Section 14 to the southwest corner of the northeast quarter of said Section 14; thence S89°56'43"W, 13.87 feet along said centerline and the southerly boundary of the northwest quarter of said Section 14 to the centerline of North School Avenue; thence continuing S89°56'43"W, 502.00 feet along the centerline of West Ardell Road and the southerly boundary of said Section 14; thence N00°03'17"W, 28.00 feet to the Point of Beginning:

Thence N18°56'15"E, 83.20 feet;

Thence N40°53'15"E, 75.00 feet;

Thence N64°08'15"E, 150.00 feet;

Thence N36°55'15"E, 80.00 feet;

Thence N09°16'15"E, 49.70 feet;

Thence N06°05'45"W, 79.60 feet;

Thence N30°39'45"W, 134.10 feet;

Thence N22°13'45"W, 94.40 feet;

Thence N27°59'45"W, 297.91 feet;

Thence N13°23'45"W, 109.40 feet;

Thence N23°51'45"W, 149.50 feet;

Thence N48°45'45"W, 94.20 feet;

Thence N00°27'52"W, 135.99 feet;

Thence S89°56'56"E, 605.11 feet;

Thence S00°09'48"E, 1,119.73 feet;

Thence 16.34 feet along a tangent curve deflecting to the left, with a radius of 530.00 feet, a central angle of 01°45'59", a long chord of 16.34 feet and chord bearing of S01°02'48"E;

Thence S01°55'47"E, 147.61 feet;

Thence S43°10'23"W, 21.16 feet;

Thence S89°56'43"W, 456.07 feet to the Point of Beginning.

Comprising 11.69 acres more or less

See Sheet 4 For Owner's Signature



**B&A Engineers, Inc.**

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

# Arbor Ridge Subdivision No. 5

## Certificate of Owner (Continued)

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, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. 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 of the lots within this subdivision.

In witness whereof: I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Corey D. Barton, President  
Challenger Development, Inc. Date

## Acknowledgment

State of Idaho )  
                          )ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me the undersigned, a Notary Public in and for said state, personally appeared Corey D. Barton, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that he executed the same in said partnership name.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing in Boise, Idaho  
My Commission Expires \_\_\_\_\_

## Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of ARBOR RIDGE SUBDIVISION NO. 5, 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 supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

\_\_\_\_\_  
Joseph D. Canning, P.L.S. No. 4116



## 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.

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

## Approval of Ada County Highway District

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

\_\_\_\_\_  
Commission President  
Ada County Highway District

## Approval of City Engineer

I, the undersigned, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereby approve this plat.

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

## Approval of City Council

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

\_\_\_\_\_  
Kuna 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 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

## Certificate of County Recorder

State of Idaho)  
                          )ss Instrument No. \_\_\_\_\_  
County of Ada)

I hereby certify that this instrument was filed at the request of \_\_\_\_\_ at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_M., this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in my office, and was recorded in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_. Fee: \_\_\_\_\_

Ex-Officio Recorder: Phil McGrane  
Deputy: \_\_\_\_\_



## B&A Engineers, Inc.

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

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=7 CHE FOWLER  
TITLEONE BOISE  
2017-016806  
02/24/2017 02:37 PM  
\$28.00

This Correction Warranty Deed is being recorded to correct the grantor in the original deed recorded 11/29/2016 as Instrument No. 2016-115035 and to attach the correct legal description

**Correction Warranty Deed**

For value received,

**Corey Barton, a married man as his sole and separate property AND Corey Barton Homes, Inc. an Idaho Corporation dba CBH Homes**

the grantor, does hereby grant, bargain, sell, and convey unto

**ENDURANCE HOLDINGS, LLC, an Idaho Limited Liability Company**

whose current address is 1977 E. Overland Rd, Meridian, ID 83642

the grantee, the following described premises, in Ada County, Idaho, to wit:

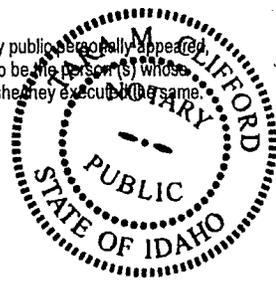
See attached Exhibit "A"

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.

[Signature]  
Corey Barton  
Corey Barton Homes, Inc.  
By: [Signature]  
Corey Barton, President

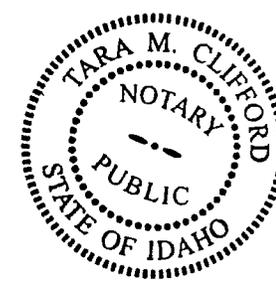
State of Idaho, County of Ada  
On this 14 day of Feb, 2017, before me, the undersigned, a notary public, personally appeared Corey Barton, known to me or proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public  
Residing in: Residing: Eagle, Idaho  
Expires: Commission Expires: 6/18/2022



State of Idaho, County of Ada  
On this 14 day of Feb, 2017, before me, the undersigned, a notary public in and for said state, personally appeared Corey Barton, known to me to be the President of the Corporation that executed this instrument and the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such 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.  
[Signature]  
Notary Public  
Residing in: Residing: Eagle, Idaho  
Expires: Commission Expires: 6/18/2022





**B & A Engineers, Inc.**  
Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Phone. 208-343-3381 Facsimile 208-342-5792

EXHIBIT "A"  
Parcel I

A portion of the southwest quarter of the northeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence S00°19'50"E, 2,643.85 feet along the centerline of Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14; thence S89°56'20"W, 1,015.00 feet along the southerly boundary of the northeast quarter of said Section 14; thence N10°49'45"W, 28.50 feet to the **Point of Beginning**:

Thence S89°56'20"W, 1,641.84 feet;

Thence N00°09'48"W, 879.90 feet;

Thence N62°24'45"E, 89.87 feet;

Thence N59°26'54"E, 40.84 feet;

Thence S89°53'45"E, 429.41 feet;

Thence S00°06'15"W, 100.00 feet;

Thence S04°20'40"W, 50.14 feet;

Thence S00°09'48"E, 228.00 feet;

Thence S19°19'17"E, 163.06 feet;

Thence S00°03'40"E, 72.00 feet;

Thence S31°39'14"W, 82.29 feet;

Thence S00°03'40"E, 100.00 feet;

Thence S09°51'21"W, 50.76 feet;

Thence S00°03'40"E, 108.00 feet;

Thence N89°56'20"E, 1,022.11 feet;

Thence N80°54'11"E, 75.91 feet;

Thence S10°49'45"E, 21.29 feet to the **Point of Beginning**.

Comprising 12.10 acres more or less



**B & A Engineers, Inc.**  
Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Phone. 208-343-3381 Facsimile 208-342-5792

Parcel II

A portion of the northwest quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14, thence  $S00^{\circ}19'50''E$ , 2,643.85 feet along the centerline of Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14; thence  $S89^{\circ}56'20''W$ , 2,642.11 feet along the southerly boundary of the northeast quarter of said Section 14 to the southwest corner of the northeast quarter of said Section 14; thence  $S89^{\circ}56'43''W$ , 20.00 feet along the southerly boundary of the northwest quarter of said Section 14 which is the Point of Beginning:

Thence continuing  $S89^{\circ}56'43''W$ , 505.48 feet along the southerly boundary of the northwest quarter of said Section 14;

Thence  $N18^{\circ}56'15''E$ , 112.81 feet;

Thence  $N40^{\circ}53'15''E$ , 75.00 feet;

Thence  $N64^{\circ}08'15''E$ , 150.00 feet;

Thence  $N36^{\circ}55'15''E$ , 80.00 feet;

Thence  $N09^{\circ}16'15''E$ , 49.70 feet;

Thence  $N06^{\circ}05'45''W$ , 79.60 feet;

Thence  $N30^{\circ}39'45''W$ , 134.10 feet;

Thence  $N22^{\circ}13'45''W$ , 94.40 feet;

Thence  $N27^{\circ}59'45''W$ , 297.91 feet;

Thence  $N13^{\circ}23'45''W$ , 109.40 feet;

Thence  $N23^{\circ}51'45''W$ , 149.50 feet;

Thence  $N48^{\circ}45'45''W$ , 94.20 feet;

Thence  $N00^{\circ}27'52''W$ , 135.99 feet;



**B & A Engineers, Inc.**  
Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Phone. 208-343-3381 Facsimile 208-342-5792

Thence S89°56'56"E, 635.11 feet;

Thence S00°09'48"E, 1,326.97 feet to the Point of Beginning.

Comprising 12.90 acres more or less





**B & A Engineers, Inc.**  
 Consulting Engineers & Surveyors  
 5505 W. Franklin Rd. Boise, Id. 83705  
 Phone. 208-343-3381 Facsimile 208-342-5792

Parcel III

A portion of the north half of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence  $S00^{\circ}19'50''E$ , 2,643.85 feet along the centerline of Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14; thence  $S89^{\circ}56'20''W$ , 2,642.11 feet along the southerly boundary of the northeast quarter of said Section 14 to the southwest corner of the northeast quarter of said Section 14; thence  $S89^{\circ}56'43''W$ , 20.00 feet along the southerly boundary of the northwest quarter of said Section 14; thence  $N00^{\circ}09'48''W$ , 907.90 feet to the Point of Beginning:

Thence continuing  $N00^{\circ}09'48''W$ , 419.07 feet;

Thence  $S89^{\circ}56'56''E$ , 20.00 feet;

Thence  $N00^{\circ}09'48''W$ , 146.95 feet;

Thence  $N89^{\circ}50'12''E$ , 120.00 feet;

Thence  $S85^{\circ}19'37''E$ , 50.18 feet;

Thence  $S89^{\circ}53'45''E$ , 360.00 feet;

Thence  $N00^{\circ}06'15''E$ , 101.01 feet;

Thence  $N05^{\circ}35'07''W$ , 50.00 feet;

Thence  $N00^{\circ}06'15''E$ , 104.23 feet;

Thence  $S89^{\circ}53'45''E$ , 83.00 feet;

Thence  $N67^{\circ}47'21''E$ , 53.90 feet;

Thence  $N89^{\circ}42'40''E$ , 100.00 feet to the westerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plats Pages 10269 through 12074 Records, Ada County, Idaho;

Thence the following courses and distances along said westerly boundary of Arbor Ridge Subdivision No. 1:



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Thence S00°17'20"E, 80.00 feet;  
Thence N89°42'40"E, 50.00 feet;  
Thence S00°17'20"E, 367.63 feet;  
Thence 109.24 feet along a curve deflecting to the left, having a radius of 200.00 feet, a central angle of 31°17'42", a long chord bearing of S15°56'11"E, and a long chord distance of 107.89 feet;  
Thence S31°35'02"E, 71.92 feet;

Thence leaving said southerly boundary of Arbor Ridge Subdivision No. 1 S58°24'58"W, 150.00 feet;

Thence S28°55'27"W, 57.44 feet;

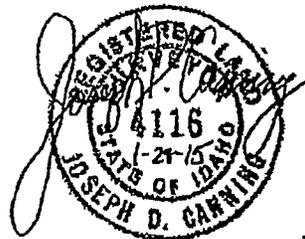
Thence S58°24'58"W, 66.38 feet;

Thence N89°53'45"W, 569.41 feet;

Thence S59°26'54"W, 40.84 feet;

Thence S62°24'45"W, 89.87 feet to the Point of Beginning.

Comprising 11.42 acres more or less





**B & A Engineers, Inc.**  
 Consulting Engineers & Surveyors  
 5505 W. Franklin Rd. Boise, Id. 83705  
 Phone. 208-343-3381 Facsimile 208-342-5792

Parcel IV

A portion of the north half of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the northeast corner of said Section 14; thence  $S00^{\circ}19'50''E$ , 2,643.85 feet along the centerline of Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14; thence  $S89^{\circ}56'20''W$ , 2,642.11 feet along the southerly boundary of the northeast quarter of said Section 14 to the southwest corner of the northeast quarter of said Section 14; thence  $S89^{\circ}56'43''W$ , 20.00 feet along the southerly boundary of the northwest quarter of said Section 14; thence  $N00^{\circ}09'48''W$ , 1,326.97 feet; thence  $S89^{\circ}56'56''E$ , 20.00 feet; thence  $N00^{\circ}09'48''W$ , 146.95 feet to the Point of Beginning;

Thence continuing  $N00^{\circ}09'48''W$ , 520.03 feet to the southwest corner of land described in Instrument Number 103022913, records of the Ada County, Idaho, Recorder;

Thence  $S89^{\circ}50'28''E$ , 660.11 feet along a line parallel to the northerly boundary of the northeast quarter of said Section 14 and along the southerly boundary of land described in said Instrument Number 103022913 to the westerly boundary of Arbor Ridge Subdivision No. 1 as shown in Book 96 of Plats Pages 10269 through 12074 Records, Ada County, Idaho;

Thence the following courses and distances along said westerly boundary of Arbor Ridge Subdivision No. 1:  
 $S00^{\circ}09'48''E$ , 2.83 feet;  
 $S53^{\circ}07'39''E$ , 123.65 feet;  
 $S00^{\circ}17'20''E$ , 169.84 feet;

Thence leaving said southerly boundary of Arbor Ridge Subdivision No. 1  $S89^{\circ}42'40''W$ , 100.00 feet;

Thence  $S67^{\circ}47'21''W$ , 53.90 feet;

Thence  $N89^{\circ}53'45''W$ , 83.00 feet;

Thence  $S00^{\circ}06'15''W$ , 104.23 feet;

Thence  $S05^{\circ}35'07''E$ , 50.00 feet;

Thence  $S00^{\circ}06'15''W$ , 101.01 feet;

Thence  $N89^{\circ}53'45''W$ , 360.00 feet;

Thence  $N85^{\circ}19'37''W$ , 50.18 feet;

Thence  $S89^{\circ}50'12''W$ , 120.00 feet to the Point of Beginning.

Comprising 7.60 acres more or less.





**CITY OF KUNA**  
PLANNING & ZONING DEPARTMENT

751 W. 4<sup>th</sup> Street  
P.O. Box 13  
Kuna, ID 83634  
Phone: 208-922-5274  
Fax: 208-922-5989  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

May 10, 2019

**Status Report**

**Subject: Preliminary Plat Status – Arbor Ridge Sub No. 5**

To whom it may concern,

The Planning and Zoning Department of the City of Kuna considers the Preliminary Plat for the *Arbor Ridge Subdivision No. 5* to be active, valid and in good standing. There is nothing from our department that should keep the owner from developing the land.

If you have any questions, please contact our office.

Thanks,

*Troy Behunin*

Planner III

City of Kuna

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

Kuna, ID 83634

208.922.5274

[TBehunin@KunaId.Gov](mailto:TBehunin@KunaId.Gov)

ADA COUNTY RECORDER J. DAVID NAVARRO      AMOUNT 156.00      52  
BOISE IDAHO 06/26/07 02:06 PM  
DEPUTY Bonnie Oberbillig  
RECORDED -- REQUEST OF  
Title One



107090857

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ARBOR RIDGE SUBDIVISION AND  
SILVERDALE SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARBOR RIDGE SUBDIVISION AND SILVERDALE SUBDIVISION is made effective as of the 22<sup>nd</sup> day of June 2007, by Dyver Development LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: RECITALS.....	1
1.1 Property Covered.....	1
1.2 Residential Development.....	1
1.3 Purpose of Declaration .....	1
ARTICLE II: DECLARATION .....	1
ARTICLE III: DEFINITIONS .....	2
3.1 "Abandoned or Inoperable Vehicle" .....	2
3.2 "Subdivision".....	2
3.3 "Common Area" .....	2
3.4 "Architectural Committee" .....	2
3.5 "Articles" .....	2
3.6 "Assessments" .....	2
3.7 "Association".....	2
3.8 "Association Rules" .....	2
3.9 "Board" .....	2
3.10 "Building Lot" .....	2
3.11 "Bylaws".....	3
3.12 "Declaration" .....	3
3.13 "Grantor" .....	3
3.14 "Improvement" .....	3
3.15 "Limited Assessment" .....	3
3.16 "Member" .....	3
3.17 "Owner" .....	3
3.18 "Person".....	3
3.19 "Plat" .....	3
3.20 "Property" .....	3
3.21 "Regular Assessment" .....	3
3.22 "Special Assessment" .....	4
3.23 "Supplemental Declaration" .....	4
3.24 "Waterway" .....	4
ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS .....	4
4.1 Structures – Generally .....	4
4.2 Antennae.....	6
4.3 Insurance Rates.....	6
4.4 No Further Subdivision .....	6
4.5 Signs .....	6
4.6 Nuisances.....	6
4.7 Exterior Maintenance; Owner's Obligations .....	6
4.8 Interior Maintenance; Owner's Obligations .....	7
4.9 Grading and Drainage.....	7

4.10 No Hazardous Activities.....7

4.11 Unsightly Articles.....7

4.12 No Temporary Structures .....8

4.13 No Unscreened Boats, Campers and Other Vehicles .....8

4.14 Sewage Disposal Systems .....8

4.15 No Mining or Drilling.....8

4.16 Energy Devices, Outside .....8

4.17 Vehicles .....8

4.18 Animals/Pets.....8

4.19 Landscaping.....9

4.20 Exemption of Grantor .....10

4.21 Commencement of Construction.....10

4.22 Roofing Material. *See Exhibit C*.....10

4.23 Vehicles and Equipment.....10

4.24 Waterway Easements.....11

ARTICLE V: HOMEOWNERS' ASSOCIATION.....11

5.1 Organization of Homeowners' Association .....11

5.2 Membership .....11

5.3 Voting .....11

5.4 Board of Directors and Officers .....12

5.5 Power and Duties of the Association.....12

5.6 Personal Liability.....16

5.7 Budgets and Financial Statements .....17

5.8 Meetings of Association .....17

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES .....17

6.1. Operation and Maintenance.....17

6.2. ACHD Storm Water Drainage System.....18

6.3. ACHD Right to Inspect and Maintain.....18

6.4. ACHD Approval of Amendments .....18

6.5. ACHD Assessment and Lien Rights .....18

6.6. Grading.....18

6.7. Drainage. ....18

ARTICLE VII: RIGHTS TO COMMON AREAS .....19

7.1 Use of Common Area.....19

7.2 Designation of Common Area.....19

7.3 Delegation of Right to Use .....19

7.4 Damages .....19

ARTICLE VIII: PRESSURIZED IRRIGATION.....20

8.1 Irrigation District Service .....20

8.2 No Private System .....20

ARTICLE IX: ASSESSMENTS .....20

9.1 Covenant to Pay Assessments .....20

9.2	Regular Assessments .....	20
9.3	Special Assessments .....	21
9.4	Limited Assessments .....	22
9.5	Initiation and Transfer Assessments .....	22
9.6	Uniform Rate of Assessment .....	22
9.7	Assessment Period .....	22
9.8	Notice and Assessment Due Date .....	22
9.9	Estoppel Certificate .....	22
9.10	Special Notice and Quorum Requirements .....	23
ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS .....		23
10.1	Right to Enforce .....	23
10.2	Assessment Liens .....	23
10.3	Method of Foreclosure .....	24
10.4	Required Notice .....	24
10.5	Subordination to Certain Trust Deeds .....	24
10.6	Rights of Mortgagees .....	24
ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS .....		25
11.1	Member's Right of Inspection .....	25
11.2	Rules Regarding Inspection of Books and Records .....	25
11.3	Director's Rights of Inspection .....	25
ARTICLE XII: ARCHITECTURAL COMMITTEE .....		25
12.1	Creation .....	25
12.2	Grantor's Right of Appointment .....	25
12.2	Grantor's Right of Appointment .....	26
12.3	Review of Proposed Construction .....	26
12.4	Meetings of the Architectural Committee .....	27
12.5	No Waiver of Future Approvals .....	27
12.6	Compensation of Members .....	27
12.7	Inspection of Work .....	27
12.8	Non-Liability of Architectural Committee Members .....	28
12.9	Variances .....	28
ARTICLE XIII: EASEMENTS .....		29
13.1	Easements of Encroachment .....	29
13.2	Easements of Access .....	29
13.3	Drainage and Utility Easements .....	29
13.4	Rights and Duties Concerning Utility Easements .....	30
13.5	Driveway Easements .....	30
13.6	Disputes as to Sharing of Costs .....	30
13.7	General Landscape Easement .....	31
13.8	Overhang Easement .....	31
13.9	Maintenance and Use Easement Between Walls and Lot Lines .....	31
ARTICLE XIV: MISCELLANEOUS .....		31

14.1 Term.....31

14.2 Amendment .....31

14.3 Mortgage Protection .....32

14.4 Notices.....32

14.5 Enforcement and Non-Waiver.....32

14.6 Interpretation .....33

14.7 Successors and Assigns .....33

14.8 City Park.....33

ARTICLE XV: ANNEXATION .....34

15.1 Time for Annexation; Land Subject to Annexation.....34

15.2 Procedure for Annexation.....34

## ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Arbor Ridge Subdivision and Silverdale Subdivision ("Declaration") is the Property legally described in Exhibit A attached hereto and made a part hereof (the "Property"). Grantor may develop the Property in stages or phases. Grantor, in its sole discretion, may amend or supplement this Declaration to add additional Property.

1.2 Residential Development. Arbor Ridge Subdivision and Silverdale Subdivision are residential developments which Grantor currently intends to develop into a single unique neighborhood. Certain portions of the Property may be developed for quality detached single-family residential homes. The Property may contain parcels of Common Area, including water, park, open space, and recreational and landscaping facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. Specific restrictions for any additional property or phases of the Subdivision may be added by supplement or amendment in Grantor's sole discretion.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

Grantor hereby declares that 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, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; 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, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct

improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities 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.

### ARTICLE III: DEFINITIONS

3.1 "Abandoned or Inoperable Vehicle" shall mean any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

3.2 "Subdivision" shall mean the Property.

3.3 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Subdivision development and each Owner therein, which real property is legally described in Exhibit B attached hereto and made a part hereof. Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Common Area may include easement and/or license rights.

3.4 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.5 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.6 "Assessments" shall mean those payments required of Owners, Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Declaration.

3.7 "Association" shall mean the Idaho nonprofit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Arbor Ridge/Silverdale Subdivision Homeowners' Association, Inc.", or any similar name which fairly reflects its purpose.

3.8 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.9 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.10 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be

constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.11 "Bylaws" shall mean the Bylaws of an Association.

3.12 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.13 "Grantor" shall mean Dyver Development LLC, or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Dyver Development LLC, or its successor.

3.14 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.15 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.16 "Member" shall mean each person or entity holding a membership in the Association.

3.17 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.18 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.19 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.20 "Property" shall mean those portions of the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. Additional Property may be added in Grantor's sole discretion.

3.21 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of an Association which is to be levied against the

Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

3.22 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.23 "Supplemental Declaration" shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.24 "Waterway" shall mean any surface water amenity, including, without limitation, any irrigation system, lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures – Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot. Specific categories of restrictions with respect to the Subdivision are reflected on Exhibit C attached hereto. Additional restrictions for future phases may be added by amendment or supplement to these Restrictive Covenants in Grantor's sole future discretion. An Addendum will be recorded for each phase identifying which categories from Exhibit C will apply to each lot.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless approved in advance.

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

4.1.6 Mailboxes. All mailboxes and stands will be of consistent design, material and coloration as specified by the Architectural Committee. All mail boxes shall be standard sized black galvanized steel rural mailboxes and to insure uniformity, shall be located at places designated by the Architectural Committee and/or the Postal Service.

4.1.7 Fencing. Street side fencing shall be installed on a Building Lot within sixty (60) days after occupancy permit, with wing fencing on interior lots, and wing fencing plus street side fencing on corner lots. Wing fencing shall be set back five (5) feet from each corner of the front of the residential structure, and street side fencing shall be set back ten (10) feet from the sidewalk. Subject to the foregoing, no fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet, or other lesser height as the Architectural Committee may require, above the finished graded surface. Fencing using natural landscaping as a visual and/or privacy barrier is strongly encouraged and shall be allowed. "Invisible" fencing to control and contain dogs is strongly encouraged and shall be allowed. No fence shall be constructed of any material other than six (6) foot dog eared cedar fencing, nor finished in any finish other than Tahoe Brown Wood Kraft Exterior Stain by Kwal Paint or the equivalent, except as may be specifically approved in writing by the Architectural Committee prior to construction. Any and all fencing shall comply with the City of Kuna Building Codes.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, stands and all exposed accessories shall be harmonious with building design, and shall be as approved by Architectural Committee prior to installation. Lighting shall be restrained in design,

and excessive brightness shall be avoided. Lighting on the front of the house shall be installed with a photosensitive cell designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed.

4.2 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the applicable Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee except: (i) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots or new homes thereon; (ii) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (iii) such informational signs of customary and reasonable dimensions as prescribed by the Architectural Committee; and (iv) one (1) temporary sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for Sale. No visible for rent or lease signs allowed.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities

on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.8 Interior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.9 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the

generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.12 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.13 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure and/or fencing concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Kuna City Sewer System and pay all charges assessed therefore.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.15 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.16 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.18 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2)

domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot.

4.19 Landscaping. The Owner of any Building Lot shall sod the front and the side yards and landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the applicable Architectural Committee, prior to occupancy, weather permitting. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas shall be irrigated by an underground sprinkler system.

The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot. The initial landscaping shall include, as a minimum, sod in the front and side yards, two (2) flowering trees of at least one and one-half inch (1 1/2") caliper or one (1) evergreen tree at least six feet (6') in height in the front yard, each with a three foot (3') diameter surrounding tree ring, and eight (8) one-gallon or larger shrubs in the front yard, and if a corner lot, two (2) additional one and one half inch (1 1/2") caliper trees installed on the street side of the residential structure with three foot (3') diameter surrounding tree ring. The use of berms and sculptured planting areas are encouraged. Back yard shall be sodded or seeded to grass within six (6) months of occupancy. The Supplemental Declarations for future phases may include more stringent landscaping requirements.

4.20 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.21 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph 4.21, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.22 Roofing Material. See Exhibit C.

4.23 Vehicles and Equipment. The use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to the following: (1) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefore; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path, or Waterway unless such vehicle is engaged in an emergency procedure; (3) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee; (4) to the extent possible, garage doors shall remain closed at all times; and (5) the use of any electronic, gas or other fuel

operated gardening, yard or snow removal equipment shall only be allowed from 8:00 a.m. to 8:00 p.m.

4.24 Waterway Easements. Grantor hereby reserves an easement for all Waterways and related pipes, pumps and other equipment over, across, under and through all Lots, Common Areas, and Restricted Areas to the extent reasonably required to maintain any Waterway system installed by Grantor on the Property, or pursuant to plans and specifications approved by the Architectural Committee. The Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by a governmental or quasi-governmental authority, and to bill the applicable governmental or quasi-governmental authority for all such maintenance conducted by the Association. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterway. Under no circumstances whatsoever shall the Waterways be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes including, without limitation, wading and/or swimming.

#### ARTICLE V: HOMEOWNERS' ASSOCIATION

5.1 Organization of Homeowners' Association. The Association shall be initially organized by Grantor as a nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association on the earlier to occur of either of the following events: (a) when the Class B Member hold no votes, so long as the Property has been fully platted (including future additions to the Property in Grantor's discretion); or (b) ten (10) years after the date the Declaration is recorded in the official records of Ada County, Idaho.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

#### 5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the

preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and

5.5.1.6.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, 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, 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-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Common Area (other than Local Common Area), including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, fences and/or water amenities within and abutting Common Area or any Waterway. Maintain any water amenities constructed by Grantor or Association located in an easement in, over and through Building Lots as shown on the Plat.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Common Area or against the Subdivision, the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Common Area, and to manage for the benefit of the Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.5.2.6.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of Common Area. Limits of 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.

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

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

5.5.2.6.5 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.

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

5.5.2.7 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

5.5.2.9 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the

Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

#### ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1. Operation and Maintenance. Operation and maintenance of the storm water facilities at the Subdivision shall be governed by the operation and maintenance Manual for Light Maintenance of Storm Drainage System in Arbor Ridge Subdivision and Silverdale Subdivision

(the "Manual"), which Manual or manuals may only be modified at the direction of the Board of the Association, with written approval by ACHD.

6.2. ACHD Storm Water Drainage System. Portions of Lots 1, 7 and 8, Block 1; Lot 6, Block 3; Lots 1, 2 and 24, Block 4; Lots 8, 9, 10 and 11, Block 7; Lots 1, 2, 3, 4 and 5, Block 8; and Lots 8, 9 and 10, Block 10 Arbor Ridge Subdivision No. 1 according to the official plat thereof and Lot 1, Block 1 and a portion of Lot 14, Block 3, Silverdale Subdivision according to the official plat thereof contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3. ACHD Right to Inspect and Maintain. ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

6.4. ACHD Approval of Amendments. Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the Manual having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

6.5. ACHD Assessment and Lien Rights. ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage system. ACHD shall be entitled to a continuing lien all lots for such unpaid assessments for maintenance and repair to the storm water drainage system.

6.6. Grading. The owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Kuna City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada county Highway District, or other public agency, and plantings and ground cover installed or completed thereon.

6.7. Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and the Ada County Highway District ("ACHD"). For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from Common Area over, any Building Lot in the Property.

## ARTICLE VII: RIGHTS TO COMMON AREAS

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

7.1.1 The right of the Association to levy and increase Assessments;

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

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of such Association to prohibit the construction of structures or Improvements, Improvements on all Common Areas.

7.1.5 The right of such Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area, to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

7.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

## ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. The City of Kuna provides pressurized irrigation water service to all Lots in the Project. Lot Owners shall be required to pay an assessment based on Lot area to the City whether or not water is actually used. Lot Owners are prohibited from making any cross connection or tie in between the irrigation water system and their domestic water systems. WATER FROM THE IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF SUCH OWNER'S LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

8.2 No Private System. Lot Owners shall not construct any ditch, drain, well or water system upon any Lot or Common Area for domestic use or irrigation purposes.

## ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

9.1.1 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.

9.1.2 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 remains an Owner.

9.1.3 Exempt Lots. The following Lots shall be exempt from the assessments created herein: (1) all property expressly dedicated to and accepted by a local public authority; (2) the Common Areas; (3) all Building Lots owned by Grantor, until title is transferred to another, or until occupancy, whichever first occurs; and (4) all other properties owned by Grantor or the Association.

9.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its

affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

9.2.2 Maximum Regular Assessment. Until January 1 of the year following the conveyance of the first Building Lot to an Owner (other than a builder or Grantor), the maximum Regular Assessment shall be Two Hundred Twenty Five and no/100 Dollars (\$225.00) per Building Lot per year, to be billed and paid monthly, quarterly, semi-annually, or annually, as determined at the discretion of the Board. From and after January 1 of the year following the conveyance of the first Building Lot to an Owner (other than a builder or Grantor), the maximum Regular Assessment may be increased each year not more than ten percent (10%) above the Regular Assessment for the previous year without a vote of three-fourths (3/4) of the votes of the Members, at a meeting duly called for this purpose. Without limiting the foregoing, the Board may fix the Regular Assessment at an amount not in excess of the maximum.

9.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed as follows:

9.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

### 9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority

of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

9.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Silverdale Subdivision.

9.5 Set-Up and Transfer Assessments. Upon the initial conveyance of each Building Lot, the Purchaser thereof shall pay a set-up assessment to the Association in the amount of \$250.00. Upon each subsequent conveyance, the Purchaser thereof shall pay a transfer assessment to the Association in the amount of \$50.00.

9.6 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

9.7 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.8 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for 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 shall accrue with each installment that is not paid within thirty (30) days after the due date shall accrue a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building 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 exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.9 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the

dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 9.9 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

9.10 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

#### ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

#### 10.2 Assessment Liens.

10.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, the name of the record Owner thereof, and any other information required by applicable law. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

10.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and

recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

#### ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

11.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

#### ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee" or "AC"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration that Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed,

Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

12.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

12.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

12.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to Common Area.

12.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and

descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

12.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

12.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate a Architectural Committee representative (who may but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

12.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

12.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

12.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

12.7.1 Upon the completion of any work for which approved plans are required under this Article XII, the Owner shall give written notice of completion to the Architectural Committee.

12.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day

period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

12.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

12.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the

Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

### ARTICLE XIII: EASEMENTS

13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the 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 act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 13.1.

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including 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 pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

13.3 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on a Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

13.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

13.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

13.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

13.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf

of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

13.7 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building 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 such Association shall determine to be necessary from time to time.

13.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure of fence.

#### ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract

may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

14.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to 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. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 14.4.

14.5 Enforcement and Non-Waiver.

14.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the

Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

14.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

14.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

14.5.5 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.

14.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

14.6.1 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.

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 14.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

14.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

14.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

14.7 Successors and Assigns. All references herein to Grantor, Owners, any Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

14.8 City Park. Grantor shall dedicate Lot 1, Block 1, Arbor Ridge Subdivision No. 1 to the City of Kuna, Idaho for the city's ownership and maintenance as a city park in accordance with the provisions of Section 3.1.5 of the Development Agreement recorded May 11, 2006 as Instrument No. 106073892, records of Ada County, Idaho.

#### ARTICLE XV: ANNEXATION

15.1 Time for Annexation; Land Subject to Annexation: Grantor hereby reserves to itself and its successors and assigns the right to annex any other real property into Subdivision by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the Subdivision, pursuant to the provisions of this Article.

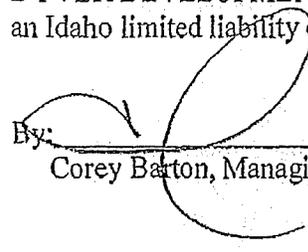
Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the Property; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Building Lots within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Building Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

15.2. Procedure for Annexation: Any Notice of Annexation or Supplemental Declaration to be recorded hereunder shall contain the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

IN WITNESS WHEREOF, Grantor has set its hand this 22<sup>nd</sup> day of June, 2007.

DYVER DEVELOPMENT LLC,  
an Idaho limited liability company

By:  \_\_\_\_\_  
Corey Barton, Managing Member

ACKNOWLEDGMENT

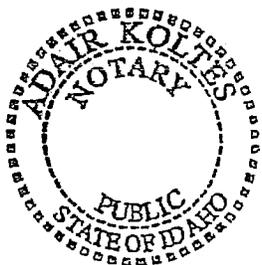
STATE OF IDAHO )  
                          ) ss.  
County of Ada )

On this 22<sup>nd</sup> day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared COREY BARTON, known or identified to me to be the Managing Member of DYVER DEVELOPMENT LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Adair Koltus

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





**RESOLUTION NO. R65-2019  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO:**

- **MAKING CERTAIN FINDINGS;**
- **ADOPTION OF THE KUNA RURAL FIRE DISTRICT CAPITAL IMPROVEMENTS PLAN- FINAL JANUARY 2018-AMENDED JUNE 2019 ("CAPITAL IMPROVEMENTS PLAN AMENDED JUNE 2019");**
- **DIRECTING THE CITY CLERK;**
- **SETTING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kuna, Ada County, state of Idaho:

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1** The Kuna Rural Fire District's (the "Fire District") duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 1.2** The Fire District's boundaries include all areas within the City limits of the City of Kuna ("City") and areas surrounding the City, and the Fire District provides fire and emergency services within the City; and
- 1.3** The City is experiencing and is affected by considerable growth and development; and
- 1.4** The *Idaho Development Impact Fee Act* (the "Act") codified at Chapter 82 of Title 67 Idaho Code provides for:
  - the imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and
  - the promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
  - minimum standards for the adoption of development impact fees ordinances by governmental entities which are authorized to adopt ordinances; and
  - The contents of a capital improvements plan and the process to be followed for the

adoption of a capital improvements plan.

- 1.5 The City of Kuna is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 1.6 The Act provides at Idaho Code Section 67-8204A, that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 1.7 Idaho Code Section 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.8 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code Section 67-8205, the Joint Advisory Committee consisting of six members of the local community active in development, banking, real estate, insurance, and local commerce; and
- 1.9 The Fire District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 1.10 The Joint Advisory Committee with the assistance of Galena Consulting submitted and recommended to the Board of Commissioners of the Fire District an amended Impact Fee Study and Capital Improvements Plan [Final January 2018, Amended June 2019] (the "*Capital Improvements Plan -Amended June 2019*") prepared in accordance with the requirements of Idaho Code Section 67-8208 in consultation with the Joint Advisory Committee as provided in Idaho Code Sections §§ 67-8205 and 67-8206(2) and which Capital Improvements Plan:
  - Adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects an **86%** increase in the population of the Fire District between **2019 and 2029**; and
  - Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
  - Projects an increase in Service Units within the boundaries of the District of **7,588** dwelling units and **2,400,710** square feet of nonresidential development over the next ten (10) years; and

- Projects that new growth within the City will require the Fire District to invest in System Improvements to its facilities to maintain its current level of service in the City; and
  - Projects that tax revenues alone will not be sufficient to allow the Fire District to acquire the necessary System Improvements to serve new growth; and
  - Projects that **86%** of growth within the boundaries of the District will be residential development and **14%** will be nonresidential development; and
  - Based on these projections, the *Capital Improvements Plan-Amended June 2019* calculates that an impact fee in the amount of **\$824** for each dwelling unit and **\$0.41** for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the District will acquire to serve new growth; and
- 1.11** On August 2, 2019, the Board of Commissioners of the Fire District approved the form and content of the *Capital Improvements Plan-Amended June 2019*
- 1.12** Prior to the adoption of the *Capital Improvements Plan-Amended June 2019*, the Fire District Board of Commissioners and the City Council, in accordance with Idaho Code Section 67-8206(3), have each published notice and the Fire District held a public hearing on the 2<sup>nd</sup> day of August, 2019, and the City Council held its public hearing on the 3<sup>rd</sup> day of September, 2019; and
- 1.13** The *Capital Improvements Plan-Amended June 2019* contains all the necessary contents of a capital improvements plan as provided in the Act by Idaho Code Section 67-8208; and
- 1.14** The Fire District has concluded all the process for the adoption of the *Capital Improvements Plan-Amended June 2019* as required in the Act by Idaho Code Sections 67-8205 and 67-8206 (3) and adopted by Resolution No. 2019-22 the *Capital Improvements Plan-Amended June 2019* on August 2, 2019; and
- 1.15** It is in the best interests of the City and its patrons that the City Council adopt the *Capital Improvements Plan-Amended June 2019*.

## **Section 2: Action of adoption of the Capital Improvements Plan-Amended June 2019.**

- 2.1** The City Council does hereby adopt the *Capital Improvements Plan-Amended June 2019* and the Mayor and the Clerk of this City are hereby authorized, as the agents of this City, to execute the Capital Improvements Plan, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein.

**Section 3: Direction to City Clerk.**

- 3.1** The City Clerk is hereby directed to retain this resolution in the official records of the City and to provide a copy of this resolution to the District Secretary of the Kuna Rural Fire Department, and provide a copy to the City's attorney.

**Section 4: Effective Date.**

- 4.1** This Resolution shall be in full force and effect after its passage and approval.

**PASSED BY THE CITY COUNCIL** of the City of Kuna, Ada County, State of Idaho, this 17<sup>th</sup> day of September, 2019.

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Joe Stear, Mayor

**ATTEST:**

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Chris Engels, City Clerk

7-29-19

**KUNA RURAL FIRE DISTRICT  
ADA AND CANYON COUNTIES, STATE OF IDAHO**

**RESOLUTION No. 2019-22**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KUNA RURAL  
FIRE DISTRICT:**

- **Making certain Findings;**
- **Approving the *Kuna Rural Fire District Capital Improvements Plan- Final January 2018—Amended June 2019 (“Capital Improvements Plan- Amended June 2019”)*;**
- **Requesting the City Council of the City of Kuna to adopt the *Kuna Rural Fire District Capital Improvements Plan- Final January 2018—Amended June 2019 (“Capital Improvements Plan-Amended June 2019”)*;**
- **Directing the District Secretary; and**
- **Setting an effective date.**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Kuna Rural Fire District:

**Section 1: Findings.**

It is hereby found by the Board of Commissioners of the Kuna Rural Fire District that:

- 1.1 The Kuna Rural Fire District’s (the “Fire District”) duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 1.2 The Fire District’s boundaries include areas within the boundaries of the City of Kuna, and the Fire District provides fire and emergency services within that area; and
- 1.3 The City of Kuna is experiencing and is affected by considerable growth and development; and
- 1.4 The *Idaho Development Impact Fee Act* (the “Act”) codified at Chapter 82 of Title 67 Idaho Code provides for:
  - the imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and

7-29-19

- the promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
  - minimum standards for the adoption of development impact fee ordinances by governmental entities which are authorized to adopt ordinances; and
  - The contents of a capital improvements plan and the process to be followed for the adoption of a capital improvements plan.
- 1.5 The City of Kuna is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 1.6 The Act provides at Idaho Code Section 67-8204A, that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 1.7 Idaho Code Section 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.8 In anticipation and in consideration of the City Council of the City of Kuna adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code Section 67-8205, the Kuna Rural Fire District Joint Development Impact Fee Advisory Standing Committee (the “Joint Advisory Committee”) consisting of not fewer than five (5) members of the local community active in development, banking, real estate, insurance, and local commerce; and
- 1.9 The Fire District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 1.10 The Joint Advisory Committee with the assistance of Galena Consulting submitted and recommended to the Board of Commissioners of the Fire District an amended Impact Fee Study and Capital Improvements Plan [Final January 2018, Amended June 2019] (the “**Capital Improvements Plan – Amended June 2019**”) prepared in accordance with the requirements of Idaho Code Section 67-8208 in consultation with the Joint Advisory Committee as provided in Idaho Code Sections §§ 67-8205 and 67-8206(2) and which Capital Improvements Plan:

7-29-19

- Adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects a **86%** increase in the population of the Fire District between **2019 and 2029**; and
  - Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
  - Projects an increase in Service Units within the boundaries of the District of **7,588** dwelling units and **2,400,710** square feet of nonresidential development over the next ten (10) years; and
  - Projects that new growth within City will require the Fire District to invest in System Improvements to its facilities to maintain its current level of service in the City; and
  - Projects that tax revenues alone will not be sufficient to allow the Fire District to acquire the necessary System Improvements to serve new growth; and
  - Projects that **86%** of growth within the boundaries of the Fire District will be residential development and **14%** will be nonresidential development; and
  - Based on these projections, calculates that an impact fee in the amount of **\$824** for each dwelling unit and **\$0.41** for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the Fire District will acquire to serve new growth.
- 1.11** On August 2, 2019, the Board of Commissioners of the Fire District approved the form and content of the *Capital Improvements Plan-Amended June 2019*
- 1.12** Prior to the adoption of the *Capital Improvements Plan-Amended June 2019*, the Fire District Board of Commissioners, in accordance with Idaho Code Section 67-8206(3), have each published notice and the Fire District held a public hearing on the **2<sup>nd</sup> day of August, 2019**; and
- 1.13** The *Capital Improvements Plan-Amended June 2019* contains all the necessary contents of a capital improvements plan as provided in the Act by Idaho Code Section 67-8208; and
- 1.14** The Fire District has concluded all the process for the adoption of the *Capital Improvements Plan-Amended June 2019* as required in the Act by Idaho Code Sections 67-8205 and 67-8206 (3); and
- 1.15** It is in the best interests of the City of Kuna and the Fire District and its patrons that the Board of Commissioners of the Fire District adopts the *Capital Improvements Plan-Amended June 2019* subject to the adoption of the same by the City Council of the City of Kuna.

7-29-19

**Section 2: Action of Adoption of the Capital Improvements Plan-Amended June 2019.**

- 2.1 The Board of Commissioners of this Fire District does hereby approve the Kuna Rural Fire District *Capital Improvements Plan-Amended June 2019*, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein and
- 2.2 Request that the City Council of the City of Kuna adopt the same.

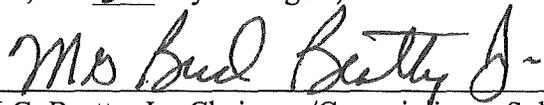
**Section 3: Direction to District Secretary.**

- 3.1 The Fire District Secretary is hereby directed to retain this resolution in the official records of the Fire District and to provide a certified copy of this resolution to the City Clerk of the City of Kuna.

**Section 4: Effective Date.**

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

**PASSED BY THE BOARD OF COMMISSIONERS** of the Kuna Rural Fire District, Ada and Canyon Counties, State of Idaho, this 2<sup>nd</sup> day of August, 2019.

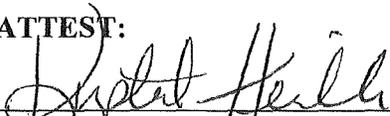
  
 \_\_\_\_\_  
 M.G. Beatty, Jr., Chairman/Commissioner-Subdistrict No. 1

ABSENT  
 \_\_\_\_\_  
 Timothy L. Crawford, Commissioner-Subdistrict No. 2

  
 \_\_\_\_\_  
 Mike Smith, Vice-Chairman/Commissioner-Subdistrict No. 3

  
 \_\_\_\_\_  
 Hal Harris, Commissioner-Subdistrict No. 4

  
 \_\_\_\_\_  
 Debi Engelhardt-Vogel/Commissioner-Subdistrict No. 5

**ATTEST:**  
  
 \_\_\_\_\_  
 Krystal Winkle, Secretary

*W:\Work\Fire District Impact Fee\Kuna Rural Fire\City of Kuna\DIST Resolution No. 2019 - 22 Adoption of AMENDED Capital Improvements Plan 7-29-19 jlh.docx*



7-29-19

**EXHIBIT A**

**CAPITAL IMPROVEMENTS PLAN – AMENDED JUNE 2019**

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**FINAL REPORT – January 10, 2018**  
**AMENDED REPORT – June 15, 2019**

## **Kuna Rural Fire District Impact Fee Study and Capital Improvement Plan**

**Prepared By**

Galena Consulting  
Anne Wescott  
1925 North Montclair Drive  
Boise, ID 83702



## Section I. Introduction

This report regarding impact fees for the Kuna Rural Fire District is organized into the following sections:

- An overview of the report’s background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

### Background and Objectives

The Kuna Rural Fire District hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the District’s demographic data and infrastructure costs before credit adjustment; calculates the District’s monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

### Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as “... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development.”<sup>1</sup>

**Purpose of impact fees.** The Impact Fee Act includes the legislative finding that “... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho.”<sup>2</sup>

**Idaho fee restrictions and requirements.** The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.<sup>3</sup> Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;<sup>4</sup>
- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;<sup>5</sup>
- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;<sup>6</sup>
- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.<sup>7</sup>

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);<sup>8</sup>
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;<sup>9</sup>
- Identification of the growth-related portion of the District's Capital Improvement Plan;<sup>10</sup>
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;<sup>11</sup>
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;<sup>12</sup>
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;<sup>13</sup> and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.<sup>14</sup>

**How should fees be calculated?** State law requires the District to implement the Capital Improvement Plan methodology to calculate impact fees. The District can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the District to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.<sup>15</sup> Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.<sup>17</sup> Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a “proportionate share” of the cost of public facilities to serve that new growth. “Proportionate share” is defined as “. . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project.”<sup>19</sup> Practically, this concept requires the District to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are “earmarked” to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be “reasonable and fair.” Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the District to growth-related system improvements; and
- All other available sources of funding such system improvements.<sup>20</sup>

Through data analysis and interviews with the District and Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2019 to 2029. This is consistent with the Impact Fee Act.<sup>21</sup> Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

**Other fee calculation considerations.** The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is “a standard measure of consumption, use, generation or discharge attributable to an individual unit<sup>22</sup> of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement.”<sup>23</sup> The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.<sup>24</sup>
- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a “conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.”<sup>25</sup> In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

### **Current Assets and Capital Improvement Plans**

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to “. . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years.”<sup>26</sup> The impact fee study team recommends a 10-year time period based on the District’s best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.<sup>27</sup> Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.<sup>28</sup> The total cost of improvements over the 10 years is referred to as the “CIP Value” throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the District includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the District to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

## Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the District?** This includes the number of residents as well as residential and nonresidential land uses.
2. **What is the current level of service provided by the District?** Since an important purpose of impact fees is to help the District *achieve* its planned level of service<sup>29</sup>, it is necessary to know the levels of service it is currently providing to the community.
3. **What current assets allow the District to provide this level of service?** This provides a current inventory of assets used by the District, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the District's current assets.
4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the District's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the District?** How many new residential households and nonresidential square footage will the District serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how many stations will be needed by the Kuna Rural Fire District Fire Department within the next ten years to achieve the planned level of service of the District?<sup>30</sup>
7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the District. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the District. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

## "GRUM" Analysis

In the District, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the District invests in capital projects, the study team conducted a "GRUM" analysis on all projects listed in each CIP:

- **Growth.** The “G” in GRUM stands for growth. To determine if a project is solely related to growth, we ask “Is this project designed to maintain the current level of service as growth occurs?” and “Would the District still need this capital project if it weren’t growing at all?” “G” projects are only necessary to maintain the District’s current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.
- **Repair & Replacement.** The “R” in GRUM stands for repair and replacement. We ask, “Is this project related only to fixing existing infrastructure?” and “Would the District still need it if it weren’t growing at all?” “R” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- **Upgrade.** The “U” in GRUM stands for upgrade. We ask, “Would this project improve the District’s current level of service?” and “Would the District still do it even if it weren’t growing at all?” “U” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- **Mixed.** The “M” in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. “M” projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be “mixed,” with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The District will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section VI of this report.

Exhibits found in Section III of this report detail all capital improvements planned for purchase over the next ten years by the District.

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<sup>1</sup> See Section 67-8203(9), Idaho Code. “System improvements” are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. See Sections 67-8203(3), (24) and (28), Idaho Code.

<sup>2</sup> See Section 67-8202, Idaho Code.

<sup>3</sup> As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of “rough proportionality.” Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. See *Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. District of Tigar*, 512 U.S. 374 (1994).

See Sections 67-8202(4) and 67-8203(29), Idaho Code.

<sup>5</sup> See Section 67-8210(4), Idaho Code.

<sup>6</sup> See Sections 67-8204(1) and 67-8207, Idaho Code.

<sup>7</sup> See Section 67-8210(1), Idaho Code

<sup>8</sup> See Section 67-8205, Idaho Code.

<sup>9</sup> See Section 67-8206(2), Idaho Code.

<sup>10</sup> See Section 67-8208, Idaho Code.

<sup>11</sup> See Section 67-8207, Idaho Code.

<sup>12</sup> See Sections 67-8209 and 67-8210, Idaho Code.

<sup>13</sup> See Section 67-8208, Idaho Code.

<sup>14</sup> See Sections 67-8204 and 67-8206, Idaho Code.

<sup>15</sup> As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the District's current level of service by quantifying the District's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

<sup>17</sup> See Section 67-8208, Idaho Code.

<sup>19</sup> See Section 67-8203(23), Idaho Code.

<sup>20</sup> See Section 67-8207, Idaho Code.

<sup>21</sup> The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. See Sections 67-8204(16), 67-8208(1(f) and 67-8208(1)(g), Idaho Code.

<sup>22</sup> See Section 67-8203(27), Idaho Code.

<sup>23</sup> See Section 67-8203(27), Idaho Code.

<sup>24</sup> The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

<sup>25</sup> See Section 67-8208(1)(e), Idaho Code.

<sup>26</sup> See Section 67-8208(1)(h).

<sup>27</sup> This assumes the planned levels of service do not exceed the current levels of service.

<sup>28</sup> The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. See Sections 67-8203(28) and 50-1703, Idaho Code.

<sup>29</sup> This assumes that the planned level of service does not exceed the current level of service.

<sup>30</sup> This assumes the planned level of service does not exceed the current level of service.

## Section II. Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2019 through 2029 for the District. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Kuna, regional real estate market reports, interviews with developers and recommendations from District Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the District's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The District serves the population of the City of Kuna, as well as portions of unincorporated Ada and Canyon Counties. As the following map indicates, the District's service area borders the Whitney Fire District to the east; Meridian Fire District to the north; and the Nampa Fire District to the west.

The following Exhibit II-1 presents the current and estimated future population for the District.

### Exhibit II-1.

#### Current and Future Population within the boundaries of the Kuna Rural Fire District

	2019	2029	Net Increase	Percent Increase
Population	28,259	52,541	24,282	86%

The District currently has approximately 28,259 persons residing within its service boundary. Current and future population estimates were derived by isolating the population within each Transportation Analysis Zone (TAZ) within the District's boundaries according to current COMPASS data. This data was compared to current population estimates from the City of Kuna, which is within the Fire District boundaries.

Over the next ten years, COMPASS models indicate the District to grow by approximately 24,282 people, or at an annual growth rate of 8.6 percent.

Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the District.

**Exhibit II-2.**  
**Current and Future Land Uses, Kuna Rural Fire District**

	2019	2029	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	28,259	52,541	24,282		
Residential (in units)	8,831	16,419	7,588	15,176,014	86%
Nonresidential (in square feet)	883,108	3,283,818	2,400,710	2,400,710	14%
Total				17,576,723	100%

As shown above, the Kuna Rural Fire District is expected to grow by approximately 7,588 residential units and 2.4 million nonresidential square feet over the next ten years. Eighty-six percent of this growth is attributable to residential land uses, while the remaining fourteen percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the District.

Over the past few years, projected growth has been estimated at approximately 7% annually which was between 4,500 and 5,500 new homes.<sup>1</sup> However, in 2019 the City of Kuna approved a future development of up to 2,300 additional homes by the Falcon Crest Golf Course, increasing growth estimates for the ten-year period.

Non-residential development (office, retail and industrial) is harder to predict. Generally, “retail follows rooftops” but it is unclear how quickly this development will occur over the next ten years. Other areas in the Treasure Valley have approximately 300 square feet of non-residential development per residential household. As Kuna is primarily a residential community, we estimated only 100 square feet of non-residential development per current households, increasing to 200 square feet of non-residential development per household over 10 years of residential development.

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<sup>1</sup> Kuna School District Analysis; City of Kuna permit application data; Idaho Business Review 2018.

## Section III.

### Impact Fee Calculation

In this section, we calculate impact fees for the Kuna Rural Fire District according to the seven - question method outlined in Section I of this report.

#### 1. Who is currently served by the Kuna Rural Fire District?

As shown in Exhibit II-2, the District currently serves 8,831 residential units and approximately 883,108 square feet of nonresidential land use.

#### 2. What is the current level of service provided by the Kuna Rural Fire District?

The Kuna Rural Fire District provides a level of service of a 90 percent fractile response time of between 4 minutes (in the urban area) to 6 minutes (in the rural portions of the District). As the population of the District grows, additional infrastructure and equipment will be needed to sustain this level of service. Based on conversations with District staff, it is our understanding that the planned level of service is equal to the current level of service.

#### 3. What current assets allow the Kuna Rural Fire District to provide this level of service?

The following Exhibit III-1 displays the current assets of the Kuna Rural Fire District.

#### Exhibit III-1. Current Assets – Kuna Rural Fire District

Type of Capital Asset	Replacement Value
<b>Facilities</b>	
Station #1	\$ 6,000,000
Station #2 - unstaffed	\$ 1,400,000
<b>Apparatus/Vehicles</b>	
2015 Pierce Engine	\$ 750,000
1993 Pierce Engine	\$ 750,000
Water Tender	\$ 250,000
2001 Brush Truck	\$ 340,000
2003 Brush Truck	\$ 340,000
2016 Ambulance	\$ 235,000
2012 Ambulance	\$ 235,000
2001 Ambulance	\$ 235,000
<b>Equipment</b>	
22 SCBAs	\$ 255,000
SCBA Compressor and Charging Station	\$ 60,000
<b>Total Assets</b>	<b>\$ 10,850,000</b>
<b>Plus Cost of Fee-Related Research</b>	
Impact Fee Study	\$ 8,000
<b>Plus Current Fund Balance</b>	<b>\$ 552,058</b>
<b>Grand Total</b>	<b>\$ 11,410,058</b>

As shown above, the District currently owns approximately \$11.4 million of eligible current assets. These assets are used to provide the District's current level of service.

#### 4. What is the current investment per residential unit and nonresidential square foot?

The Kuna Rural Fire District has already invested \$1,231 per residential unit and \$0.62 per nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the District's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future District residents will be paying for infrastructure at a level commensurate with what existing District residents have invested in infrastructure.

#### 5. What future growth is expected in the Kuna Rural Fire District?

As shown in Exhibit II-2, the Kuna Rural Fire District is expected to grow by approximately 7,588 residential units and 2.4 million square feet of nonresidential land use over the next ten years.

#### 6. What new infrastructure is required to serve future growth?

The following Exhibit III-2 displays the capital improvements planned for purchase by the Kuna Rural Fire District over the next ten years.

#### **Exhibit III-2. Kuna Rural Fire District CIP 2019 to 2028**

Type of Capital Infrastructure	CIP Value	Growth times	Portion equals	Amount to Include in Fees	Amount from Other Sources
<b>Facilities</b>					
Station #2	\$ 6,000,000		100%	\$ 6,000,000	\$ -
Remodel and Expand Station #1	\$ 500,000		50%	\$ 250,000	\$ 250,000
<b>Vehicles</b>					
Ladder Truck	\$ 1,000,000		50%	\$ 500,000	\$ 500,000
Additional Engine for Station #2	\$ 800,000		100%	\$ 800,000	\$ -
Additional Ambulance for Station #2	\$ 235,000		100%	\$ 235,000	\$ -
Replace 2 Command Vehicles	\$ 110,000		0%	\$ -	\$ 110,000
Replace 1 Engine (used)	\$ 300,000		0%	\$ -	\$ 300,000
Replace 2 Brush Trucks	\$ 680,000		0%	\$ -	\$ 680,000
Replace 2 Ambulances	\$ 470,000		0%	\$ -	\$ 470,000
<b>Equipment</b>					
SCBAs - scheduled replacement	\$ 300,000		0%	\$ -	\$ 300,000
Cardiac Monitors - scheduled replacement	\$ 105,000		0%	\$ -	\$ 105,000
Mobile Radios - scheduled replacement	\$ 112,500		0%	\$ -	\$ 112,500
Portable Radios - scheduled replacement	\$ 240,000		0%	\$ -	\$ 240,000
<b>Total Infrastructure</b>	<b>\$10,852,500</b>			<b>\$ 7,785,000</b>	<b>\$ 3,067,500</b>
<b>Plus Cost of Fee-Related Research</b>					
Impact Fee Study	\$ 8,000		100%	\$ 8,000	
<b>Minus Current Fund Balance</b>	<b>\$ 552,058</b>			<b>\$ 552,058</b>	
<b>Grand Total</b>	<b>\$10,308,442</b>			<b>\$ 7,240,942</b>	

As shown above, the District plans to purchase approximately \$10.8 million in capital improvements over the next ten years, \$7.2 million of which is impact fee eligible. These new assets will allow the District to achieve its planned level of service in the future. The acquisition of a ladder truck is partially necessitated by growth due to increasing height of development. This acquisition will improve the District's ISO rating which should positively impact the insurance premiums of property owners in the District. Assuming current housing and development trends continue at projected rates and desired land for Station #2 is available for acquisition, the estimated date for the commencement of the construction of Station #2 and purchase of the additional engine and ambulance identified above is 2026. The purchase of the ladder truck and expansion of Station #1 are estimated to occur in 2025.

The remaining \$3.0 million is the price for the District to replace existing apparatus, vehicles and other equipment; and for the non-growth-related portion of the expansion of Station #1 and the ladder truck for Station #2. Replacement of existing capital and non-growth-related capital are not eligible for inclusion in the impact fee calculations. The District will therefore have to use other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h). The District has identified property tax revenue as the source for funding non growth-related capital improvements. This revenue will fund the non growth-related portion of the purchase of the ladder truck and expansion of Station #1 in 2025. The District will replace its non growth-related apparatus and equipment as they reach their industry life span throughout the 10-year period.

#### 7. What impact fee is required to pay for the new capital improvements?

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Kuna Rural Fire District.

#### **Exhibit III-3. DRAFT Impact Fee Calculation, Kuna Rural Fire District**

Amount to Include in Impact Fee Calculation	\$ 7,240,942
Percentage of Future Growth	
Residential	86%
Non Residential	14%
Amount Attributable to Future Growth	
Residential	\$ 6,251,941
Non Residential	\$ 989,001
Future Growth 2019-2028	
Residential (per unit)	7,588
Non Residential (per square foot)	2,400,710
Impact Fee	
Residential (per unit)	\$ 824
Non Residential (per square foot)	\$ 0.41

As shown above, we have calculated impact fees for the Kuna Rural Fire District at \$824 per residential unit and \$0.41 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the District have already invested \$1,231 per residential unit and \$0.62 per nonresidential square foot in the capital inventory necessary to provide today's level of service. The difference between the current investment and the impact fee per unit indicates current taxpayers have already built in some "capacity" for future development.

The District cannot assess fees greater than the amounts shown above. The District may assess fees lower than these amounts, but would then experience a decline in service levels unless the District used other revenues to make up the difference.

Because not all the capital improvements listed in the CIP are 100 percent growth-related, the District would assume the responsibility of paying for those portions of the capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h). The District has identified property tax revenue as the source for funding non growth-related capital improvements.

To arrive at this participation amount, the expected impact fee revenue needs to be subtracted from the total CIP value. Exhibit IV-3 divides the District’s participation amount into two categories: the portion of purely non-growth-related improvements, and the portion of growth-related improvements that are attributable to repair, replacement, or upgrade, but are not impact fee eligible.

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The District can choose not to fund these capital improvements (although this could result in a decrease in the level of service if the deferred repairs or replacements were urgent). However, the non-growth-related portion of improvements that are impact fee eligible *must* be funded in order to maintain the integrity of the impact fee program.

**Exhibit III-4.  
Kuna Rural Fire District Participation Summary,  
2019-2028**

	Required	Discretionary	Total
Fire	\$ 750,000	\$ 2,317,500	\$ 3,067,500

The total amount the District would be *required* to contribute over 10 years, should the District adopt fees at the calculated amount, is \$750,000 for the non-growth portion of the expansion to Station #1 and the non-growth portion of the ladder truck.

The District could also choose to fund the discretionary infrastructure of \$2.3 million for apparatus and equipment replacement. While District has the option to fund these capital improvements over the 10-year period, these payments are not required.

The District has identified property tax revenue as the source for funding non growth-related capital improvements.

## Section IV.

# Fee Analysis and Administrative Recommendations

A comparison of the calculated Fire impact fee to similar fees to that being assessed by fire departments and fire districts within Ada and Canyon County is shown in Exhibit IV-1:

### Exhibit IV-1. DRAFT Impact Fee Comparison - Fire

	Kuna Fire District	Star Fire District	Eagle Fire District	City of Meridian/ Meridian Rural	City of Boise	City of Nampa/ Nampa Rural Fire	City of Caldwell/ Caldwell Rural Fire <small>being updated</small>	Middleton Rural Fire District	Wilder Fire District	Marsing Fire District	North Ada Co. Fire and Rescue
per Residential Unit	\$ 824	\$ 829	\$ 897	\$ 693	\$ 526	\$ 560	\$ 665	\$ 849	\$ 825	\$ 1,285	\$ 647
per Non-Residential sf	\$ 0.41	\$ 0.39	\$ 0.36	\$ 0.53	\$ 0.15	\$ 0.28	\$ 0.33	\$ 0.42	\$ 0.41	\$ 0.64	\$ 0.32

The calculated impact fee for the Kuna Rural Fire District is in line with similarly sized fire districts in Ada and Canyon Counties. The calculated fee is lower than the fire impact fees being assessed by municipal fire departments in the valley for several reasons. First, these fire departments have been in service decades longer than the Kuna Rural Fire District, and have created capacity in their capital facilities and other assets with which to provide service to new growth. Second, growth in these areas has begun to become more dense and urban, which does not necessitate new stations being built to serve new growth as there are stations already appropriately located to serve this growth.

Some communities express concern that impact fees will stifle growth. Empirical data indicates this is not the case. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

On the positive side, an impact fee program will enable the District to plan for growth without decreasing its service levels (response time), which can decrease buyer satisfaction and cause property insurance premiums to increase. It will also allow the District to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

At the recommendation of the Development Impact Fee Advisory Committee, the Commission may wish to incorporate into its enacting resolution means for a development to seek an exemption from impact fees when it can be proven that this development will contribute significant benefits to the taxpayers of the District. This issue is discussed in more detail in the following section.

## Implementation Recommendations

The following implementation recommendations should be considered:

**Intergovernmental Agreements.** The Kuna Rural Fire District is enabled under Idaho Code as a governmental entity to adopt impact fees. However, because impact fees are paid upon building permit, and the District does not participate in this process, it needs another governmental entity to collect these fees on its behalf. Idaho Code 67-8204(a) authorizes the District to enter into an intergovernmental agreement with a city or county which can collect fire fees on their behalf. In the case of this District, which includes one municipality and two counties, three intergovernmental agreements for the collection of Fire District impact fees would have to be developed and adopted by the corresponding bodies.

Fire impact fees would be assessed on new developments by the appropriate building department and then distributed to the District on an agreed-upon schedule. It is customary for the District to pay a small administrative fee to the collecting entity for this service.

Although Ada County collects impact fees for the City of Boise and the Ada County Highway District, it does not currently collect fire fees for any jurisdiction within its boundaries. Canyon County does not currently collect impact fees for any jurisdictions within its boundaries. No cities in Ada or Canyon County currently collect fire impact fees for any fire district.

Pursuant to an ongoing effort to educate elected officials on the impacts of growth to various jurisdictions, fire chiefs around the valley have determined that the two county commissions and various municipalities may be prepared to consider collecting on the behalf of growth-related fire capital needs. If the Kuna Rural Fire District chooses to pursue fire impact fees, the Chief would join Galena Consulting and other fire agencies in a broad discussion about how to execute the required intergovernmental agreements.

**Capital Improvements Plan.** The District should formally adopt this Capital Improvement Plan. While not subject to the procedures of the Local Land Use Planning Act (LLUPA), the adoption of the Capital Improvement Plan would comply with the Act's requirements of other governmental entities to adopt capital improvement plans into a Comprehensive Plan as part of the adoption of impact fees.

**Impact Fee Ordinance.** Following adoption of the Capital Improvement Plan, the Commission should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

**Advisory Committee.** The Advisory Committee is in a unique position to work with and advise Commission and District staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

**Impact fee service area.** Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the District assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

**Specialized assessments.** If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

**Donations.** If the District receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the District's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the District will either credit the donor or reimburse the donor for that portion of the impact fee.

**Credit/reimbursement.** If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.<sup>37</sup> This prevents "double dipping" by the District.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the District aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.<sup>38</sup>

**Impact fee accounting.** The District should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

**Spending policy.** The District should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected to *partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

**Update procedures.** The District is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the District invests in additional infrastructure beyond what is listed in this report, and/or as the District's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

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<sup>37</sup> See Section 67-8209(3), Idaho Code.

<sup>38</sup> See Section 67-8209(4), Idaho Code

# CITY OF KUNA

## State of Idaho *Proclamation*

### DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS**, Domestic violence is defined as abusive behavior in a personal relationship that gives one member control and power over another through physical, emotional, sexual, economic or psychological actions or threats; and

**WHEREAS**, An estimated one in four women and one in seven men will face domestic abuse in their lifetime, and in 2018 there were 5,284 calls for service related to domestic violence and sexual assault in Ada County; and

**WHEREAS**, A range of services and programs exist throughout the Treasure Valley providing safety, healing and freedom from domestic abuse and sexual assault including forensic exams and medical care, secure shelters, court advocacy, counseling, childcare, as well as case management; and

**WHEREAS**, The City of Kuna is an important partner with the Women’s and Children’s Alliance and Faces of Hope to provide a safety net of crisis services and create a community where individuals thrive in safe, healthy relationships.

**NOW, THEREFORE, BE IT RESOLVED** that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby join national and local officials in proclaiming October as

DOMESTIC VIOLENCE AWARENESS MONTH.

**IN WITNESS WHEREOF,**  
I set my hand on this the 17<sup>th</sup> day of September  
in the year of two thousand and nineteen.



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**Joe L. Stear**  
**Mayor of Kuna, Idaho**



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**

**BOBBY WITHROW**  
**PARKS DIRECTOR**

**Telephone (208) 639-5346**  
**Email: [BWithrow@kunaid.gov](mailto:BWithrow@kunaid.gov)**

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## **MEMORANDUM**

To: Mayor, City Council

From: Bobby Withrow

Subject: Park Naming

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Mayor and City Council,

When we purchased property from the Zamzow family one of the conditions were they get to name the park. They have chosen Helen Zamzow Park. It was approved by the Park Impact Fee Committee and now I'm bringing it to Council for your approval.

If approved they have requested that it be documented and agreed that the purpose of the grounds and name do not change.

Thank You,

Bobby Withrow  
Parks Director

**RESOLUTION NO. R71-2019  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE AGREEMENT TO NAME THE PROPERTY ON SHORTLINE ROAD, SOLD BY THE ZAMZOW FAMILY TO THE CITY OF KUNA, WHICH WILL BE TURNED INTO A CITY PARK, "HELEN ZAMZOW PARK" AS LONG AS THE PROPERTY REMAINS A PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

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

Section 1. The Agreement with the Zamzow Family, 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 said Agreement on behalf of the City of Kuna, Idaho.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 17<sup>th</sup> day of September, 2019.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 17<sup>th</sup> day of September, 2019.

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

ATTEST:

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

As agreed between the city of Kuna and the Zamzow family on the sale/donation of the property on Shortline Road which will be turned into a city park, said park will be named and referred to as the Helen Zamzow Park.

The park will not ever be co-named or renamed as long as the property remains as a park.

The city agrees to notify the Zamzow family of ground breaking so an appropriate ground breaking and dedication ceremony may be performed.

By: \_\_\_\_\_  
Representative of the Zamzow Family                      Date

By: \_\_\_\_\_  
Representative for the City of Kuna                      Date



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**

Bobby Withrow  
Parks Director

**Telephone (208) 639-5346**  
**Email: [BWithrow@kunaid.gov](mailto:BWithrow@kunaid.gov)**

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## **MEMORANDUM**

To: Mayor, City Council  
From: Bobby Withrow  
Subject: Expenditure of Park Impact Fees

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Mayor and City Council,

On Thursday August 15<sup>th</sup> the Park Impact Fee Committee approved an expenditure of approximately one hundred twenty thousand (\$120,000) to start developing Helen Zamzow Park. We will be using the monies for some engineering services and design, grubbing and hauling off debris on the property. I will be coming before you after the first of the year to request additional funds to finish the project. This will allow time to better understand the amount of additional funding required to finish the project.

I'm bringing this forward to seek approval from City Council to expend one hundred twenty thousand dollar (\$120,000) out of the Park Impact Fee fund.

Thank You,

Bobby Withrow  
Parks Director

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(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-36  
FALCON CREST LLC, FALCON CREST HOLDINGS, LLC,  
FAIRMONT TEMPLE LLC  
MUNICIPAL ANNEXATION**

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

- **MAKING CERTAIN FINDINGS; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ALL LANDS LEGALLY DESCRIBED IN EXHIBIT A-1, OWNED BY FALCON CREST LLC, OR FALCON CREST HOLDINGS LLC, OR FAIRMOUNT TEMPLE LLC, SITUATED WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho 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

**WHEREAS**, the owner of the parcel of real property situated in the unincorporated area of Ada County and as more particularly described in Section 2 of this ordinance, has requested, in writing, annexation of said real properties into the City of Kuna; and

**WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on October 9, 2018, and November 27, 2018, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on December 11, 2018) where it was recommended to the Mayor and Council that the annexation for lands described in Exhibit A-1 and the R-6 zoning request for the lands described in Exhibit A-2, and the R-12 zoning request for the lands described in Exhibit A-3, and the R-12 zoning request for the lands described in Exhibit A-4, be approved;

**WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on January 2, 2019, and January 15, 2019, on the proposed annexation and zoning

for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved by Council on February 5, 2019) where it was determined that the requested annexation for lands described in Exhibit A-1 and the R-6 zoning request for the lands described in Exhibit A-2, and the R-12 zoning request for the lands described in Exhibit A-3, and the R-12 zoning request for the lands described in Exhibit A-4, be approved; and

**WHEREAS**, the zoning classifications of R-6 and R-12 are appropriate to meet the requirements of the Kuna City Code and should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Kuna City Council hereby finds and declares that the real properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The real properties, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as and more particularly described in “Exhibit A-1” through “Exhibit A-4” – Legal Descriptions and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-6 and R-12, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-6 and R-12 zoning land use classifications.

Section 5: 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 description of the real property annexed by this Ordinance.

Section 6: 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 17th day of September, 2019.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A-1**

**FALCON CREST LLC, FALCON CREST HOLDINGS, LLC  
& FAIRMONT TEMPLE LLC  
MUNICIPAL ANNEXATION**

Legal Description.

The Southwest Quarter of Section 23 and those portions of Sections 22 and 15, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence, along the south line of said Section 22, South 89°57'42" East, 1330.28 feet to the southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 22 and the **POINT OF BEGINNING**;

Thence, departing from said south line and along the east line of said SW1/4 SW1/4, North 00° 38' 13" East, 1326.89 feet to the northeast corner of said SW1/4 SW1/4;

Thence, along the north line of said SW1/4 SW1/4, South 89°58'36" West, 1328.54 feet to the west line of said Section 22;

Thence, along said west line, North 00° 42' 47" East, 1325.46 feet to the west quarter corner of said Section 22;

Thence, continuing along said west line, North 00° 42' 27" East, 2652.56 feet to the southwest corner of said Section 15;

Thence, along the west line of said Section 15, North 00°01'55" West, 1188.41 feet to the westerly prolongation of the south line of the lands of the Idaho Power Company as described in that Warranty Deed recorded under Instrument No. 522630, Ada County Records;

Thence, departing from said west line and along said westerly prolongation and said south line, North 89°58'05" East, 425.00 feet;

Thence, along the east line of said lands, North 00° 01' 55" West, 450.00 feet;

Thence, along the north line of said lands and its westerly prolongation, South 89°58'05" West, 425.00 feet to the west line of said Section 15;

Thence, along said west line, North 00° 01' 55" West, 211.25 feet to the centerline of the New York Canal;

Thence, departing from said west line and along said centerline the following three (3) courses:

North 77° 31' 13" East, 489.16 feet to the beginning of a curve;

Thence, along said curve to the left an arc length of 369.58 feet, having a radius of 1198.00 feet, a central angle of 17° 40' 31", a chord bearing of North 68° 40' 57" East and a chord length of 368.11 feet;

Thence, North 59° 50' 41" East, 584.99 feet to the west line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence, departing from said centerline and along said west line, South 00° 02' 48" West, 73.31 feet;  
Thence, departing from said west line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049803, Ada County Records, the following four (4) courses:

North 60° 35' 00" East, 173.99 feet;  
Thence, North 54° 35' 30" East, 154.96 feet;  
Thence, North 59° 04' 20" East, 141.06 feet to the beginning of a curve;  
Thence, along said curve to the right an arc length of 188.28 feet, having a radius of 930.00 feet, a central angle of 11° 35' 58", a chord bearing of North 64° 52' 19" East and a chord length of 187.96 feet to the north line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence, departing from said north line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049801, Ada County Records, the following four (4) courses:

Along a curve to the right an arc length of 222.86 feet, having a radius of 930.00 feet, a central angle of 13° 43' 49", a chord bearing of North 77° 31' 55" East and a chord length of 222.33 feet;  
Thence, North 84° 23' 50" East, 201.72 feet;  
Thence, North 82° 24' 56" East, 132.20 feet;  
Thence, North 80° 20' 01" East, 212.66 feet to the east line of the Northwest Quarter of said Section 15;

Thence, along said east line, South 00° 07' 26" West, 120.88 feet to the center quarter corner of said Section 15;

Thence, along the north line of the South Half of said Section 15, South 89° 59' 39" East, 332.96 feet to the northeast corner of the West Half of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 15;

Thence, along the east line of said W1/2 W1/2 NW1/4 SE1/4, South 00° 10' 18" West, 1319.10 feet to the southeast corner of said W1/2 W1/2 NW1/4 SE1/4;

Thence, along the north line of the South Half of the Southeast Quarter of said Section 15, South 89° 59' 18" East, 2323.44 feet to the northeast corner of said S1/2 SE1/4;

Thence, along the east line of said S1/2 SE1/4, South 00° 29' 55" West, 1319.35 feet to the northeast corner of said Section 22;

Thence, along the east line of said Section 22, South 00° 47' 22" West, 2643.07 feet;

Thence, along the north line of the Southwest Quarter of said Section 23, South 89° 35' 20" East, 2667.60 feet to the northeast corner of said Southwest Quarter;

Thence, along the east line of said Southwest Quarter, South 00° 26' 14" West, 2660.40 feet to the south quarter corner of said Section 23;

Thence, along the south line of said Southwest Quarter, North 89° 37' 13" West, 2648.97 feet to the southeast corner of said Section 22;

Thence, along the south line of said Section 22, North 89° 58' 04" West, 2660.61 feet to the south quarter corner of said Section 22;

Thence, continuing along said south line, North 89° 57' 42" West, 1330.27 feet to the **POINT OF BEGINNING**, containing 995.01 acres, more or less.

**EXHIBIT A-2**

**FALCON CREST LLC, FALCON CREST HOLDINGS, LLC  
& FAIRMONT TEMPLE LLC  
LEGAL DESCRIPTION R-6 ZONE**

The Southwest Quarter of Section 23 and those portions of Sections 22 and 15, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence, along the south line of said Section 22, South 89°57'42" East, 1330.28 feet to the southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 22 and the **POINT OF BEGINNING**;

Thence, departing from said south line and along the east line of said SW1/4 SW1/4, North 00° 38' 13" East, 1326.89 feet to the northeast corner of said SW1/4 SW1/4;

Thence, along the north line of said SW1/4 SW1/4, South 89°58'36" West, 1328.54 feet to the west line of said Section 22;

Thence, along said west line, North 00° 42' 47" East, 1325.46 feet to the west quarter corner of said Section 22;

Thence, continuing along said west line, North 00° 42' 27" East, 2652.56 feet to the southwest corner of said Section 15;

Thence, along the west line of said Section 15, North 00°01'55" West, 1188.41 feet to the westerly prolongation of the south line of the lands of the Idaho Power Company as described in that Warranty Deed recorded under Instrument No. 522630, Ada County Records;

Thence, departing from said west line and along said westerly prolongation and said south line, North 89°58'05" East, 425.00 feet;

Thence, along the east line of said lands, North 00° 01' 55" West, 450.00 feet;

Thence, along the north line of said lands and its westerly prolongation, South 89°58'05" West, 425.00 feet to the west line of said Section 15;

Thence, along said west line, North 00° 01' 55" West, 211.25 feet to the centerline of the New York Canal;

Thence, departing from said west line and along said centerline the following three (3) courses:

North 77° 31' 13" East, 489.16 feet to the beginning of a curve;

Thence, along said curve to the left an arc length of 369.58 feet, having a radius of 1198.00 feet, a central angle of 17° 40' 31", a chord bearing of North 68° 40' 57" East and a chord length of 368.11 feet;

Thence, North 59° 50' 41" East, 584.99 feet to the west line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence, departing from said centerline and along said west line, South 00° 02' 48" West, 73.31 feet;  
Thence, departing from said west line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049803, Ada County Records, the following four (4) courses:

North 60° 35' 00" East, 173.99 feet;  
Thence, North 54° 35' 30" East, 154.96 feet;  
Thence, North 59° 04' 20" East, 141.06 feet to the beginning of a curve;  
Thence, along said curve to the right an arc length of 188.28 feet, having a radius of 930.00 feet, a central angle of 11° 35' 58", a chord bearing of North 64° 52' 19" East and a chord length of 187.96 feet to the north line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence, departing from said north line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049801, Ada County Records, the following four (4) courses:

Along a curve to the right an arc length of 222.86 feet, having a radius of 930.00 feet, a central angle of 13° 43' 49", a chord bearing of North 77° 31' 55" East and a chord length of 222.33 feet;  
Thence, North 84° 23' 50" East, 201.72 feet;  
Thence, North 82° 24' 56" East, 132.20 feet;  
Thence, North 80° 20' 01" East, 212.66 feet to the east line of the Northwest Quarter of said Section 15;

Thence, along said east line, South 00° 07' 26" West, 120.88 feet to the center quarter corner of said Section 15;

Thence, along the north line of the South Half of said Section 15, South 89° 59' 39" East, 332.96 feet to the northeast corner of the West Half of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 15;

Thence, along the east line of said W1/2 W1/2 NW1/4 SE1/4, South 00° 10' 18" West, 1319.10 feet to the southeast corner of said W1/2 W1/2 NW1/4 SE1/4;

Thence, along the north line of the South Half of the Southeast Quarter of said Section 15, South 89° 59' 18" East, 2323.44 feet to the northeast corner of said S1/2 SE1/4;

Thence, along the east line of said S1/2 SE1/4, South 00° 29' 55" West, 1319.35 feet to the northeast corner of said Section 22;

Thence, along the east line of said Section 22, South 00° 47' 22" West, 2643.07 feet;

Thence, along the north line of the Southwest Quarter of said Section 23, South 89° 35' 20" East, 2667.60 feet to the northeast corner of said Southwest Quarter;

Thence, along the east line of said Southwest Quarter, South 00° 26' 14" West, 2660.40 feet to the south quarter corner of said Section 23;

Thence, along the south line of said Southwest Quarter, North 89° 37' 13" West, 2648.97 feet to the southeast corner of said Section 22;  
Thence, along the south line of said Section 22, North 89° 58' 04" West, 2660.61 feet to the south quarter corner of said Section 22;  
Thence, continuing along said south line, North 89° 57' 42" West, 1330.27 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM those portions of the South Half of the South Half of Section 15 and of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence, along the west line of said Section 22, North 00°42'47" East, 2650.93 feet to the west quarter corner of said Section 22; Thence, continuing along said west line, North 00° 42' 27" East, 959.69 feet to the **POINT OF BEGINNING**;

Thence, continuing along said west line, North 00° 42' 27" East, 1692.87 feet to the northwest corner of said Section 22;  
Thence, along the west line of said Section 15, North 00° 01' 55" West, 1188.41 feet to the westerly prolongation of the south line of the lands of the Idaho Power Company as described in that Warranty Deed recorded under Instrument No. 522630, Ada County Records;  
Thence, departing from said west line and along said westerly prolongation and said south line, North 89°58'05" East, 425.00 feet to the southeast corner of said lands of the Idaho Power Company;

Thence, departing from said southeast corner and said lands the following fourteen (14) courses:

North 86° 56' 05" East, 311.49 feet;  
Thence, North 81° 25' 52" East, 233.56 feet;  
Thence, North 89° 06' 12" East, 212.43 feet;  
Thence, South 81° 34' 52" East, 796.24 feet;  
Thence, South 75° 03' 10" East, 465.58 feet;  
Thence, South 49° 10' 31" East, 447.99 feet;  
Thence, South 27° 39' 50" East, 256.64 feet;  
Thence, South 55° 33' 12" West, 425.53 feet;  
Thence, South 40° 44' 44" West, 267.25 feet;  
Thence, North 89° 22' 03" West, 493.06 feet;  
Thence, South 66° 39' 32" West, 219.27 feet;  
Thence, South 16° 42' 00" West, 1702.10 feet;  
Thence, South 86° 39' 34" West, 553.29 feet;  
Thence, North 89° 17' 33" West, 634.16 feet to the **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM that portion of Section 22, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence, along the west line of said Section 22, North 00°42'47" East, 2650.93 feet to the west quarter corner of said Section 22; Thence, continuing along said west line, North 00° 42' 27" East, 959.69 feet; Thence, departing from said west line, South 89°17'33" East, 634.16 feet; Thence, North 86°39'34" East, 553.29 feet; Thence, South 43°15'36" East, 78.87 feet to the **POINT OF BEGINNING**;

Thence, the following seventeen (17) courses:

South 88° 30' 22" East, 542.55 feet to the beginning of a curve;  
Thence, along said curve to the left an arc length of 501.24 feet, having a radius of 530.00 feet, a central angle of 54° 11' 13", a chord bearing of North 64° 24' 02" East and a chord length of 482.77 feet;  
Thence, South 59° 43' 45" East, 58.15 feet to the beginning of a curve;  
Thence, along said curve to the left an arc length of 263.61 feet, having a radius of 350.00 feet, a central angle of 43° 09' 14", a chord bearing of South 81° 18' 22" East and a chord length of 257.43 feet to the beginning of a reverse curve;  
Thence, along said curve to the right an arc length of 508.73 feet, having a radius of 1000.00 feet, a central angle of 29° 08' 52", a chord bearing of South 88° 18' 33" East and a chord length of 503.26 feet;  
Thence, South 20° 34' 24" West, 683.77 feet;  
Thence, South 27° 00' 48" East, 831.35 feet;  
Thence, South 36° 54' 31" West, 824.19 feet;  
Thence, South 63° 08' 21" East, 291.18 feet;  
Thence, South 20° 10' 03" West, 525.54 feet;  
Thence, South 73° 06' 00" West, 849.25 feet;  
Thence, North 05° 53' 49" West, 244.57 feet;  
Thence, North 25° 55' 05" East, 412.39 feet;  
Thence, North 04° 23' 37" West, 577.04 feet;  
Thence, North 09° 59' 10" West, 961.29 feet;  
Thence, North 39° 41' 58" East, 143.75 feet;  
Thence, North 52° 49' 55" West, 915.93 feet to the **POINT OF BEGINNING**.

Containing 806.92 acres, more or less.

**EXHIBIT A-3**

**FALCON CREST LLC, FALCON CREST HOLDINGS, LLC  
& FAIRMONT TEMPLE LLC  
LEGAL DESCRIPTION R-12 ZONE**

Those portions of the South Half of the South Half of Section 15 and of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence, along the west line of said Section 22, North 00°42'47" East, 2650.93 feet to the west quarter corner of said Section 22; Thence, continuing along said west line, North 00° 42' 27" East, 959.69 feet to the **POINT OF BEGINNING**;

Thence, continuing along said west line, North 00° 42' 27" East, 1692.87 feet to the northwest corner of said Section 22;

Thence, along the west line of said Section 15, North 00° 01' 55" West, 1188.41 feet to the westerly prolongation of the south line of the lands of the Idaho Power Company as described in that Warranty Deed recorded under Instrument No. 522630, Ada County Records;

Thence, departing from said west line and along said westerly prolongation and said south line, North 89°58'05" East, 425.00 feet to the southeast corner of said lands of the Idaho Power Company;

Thence, departing from said southeast corner and said lands the following fourteen (14) courses:

North 86° 56' 05" East, 311.49 feet;  
Thence, North 81° 25' 52" East, 233.56 feet;  
Thence, North 89° 06' 12" East, 212.43 feet;  
Thence, South 81° 34' 52" East, 796.24 feet;  
Thence, South 75° 03' 10" East, 465.58 feet;  
Thence, South 49° 10' 31" East, 447.99 feet;  
Thence, South 27° 39' 50" East, 256.64 feet;  
Thence, South 55° 33' 12" West, 425.53 feet;  
Thence, South 40° 44' 44" West, 267.25 feet;  
Thence, North 89° 22' 03" West, 493.06 feet;  
Thence, South 66° 39' 32" West, 219.27 feet;  
Thence, South 16° 42' 00" West, 1702.10 feet;  
Thence, South 86° 39' 34" West, 553.29 feet;  
Thence, North 89° 17' 33" West, 634.16 feet to the **POINT OF BEGINNING**, containing 124.61 acres, more or less.

**EXHIBIT A-4**

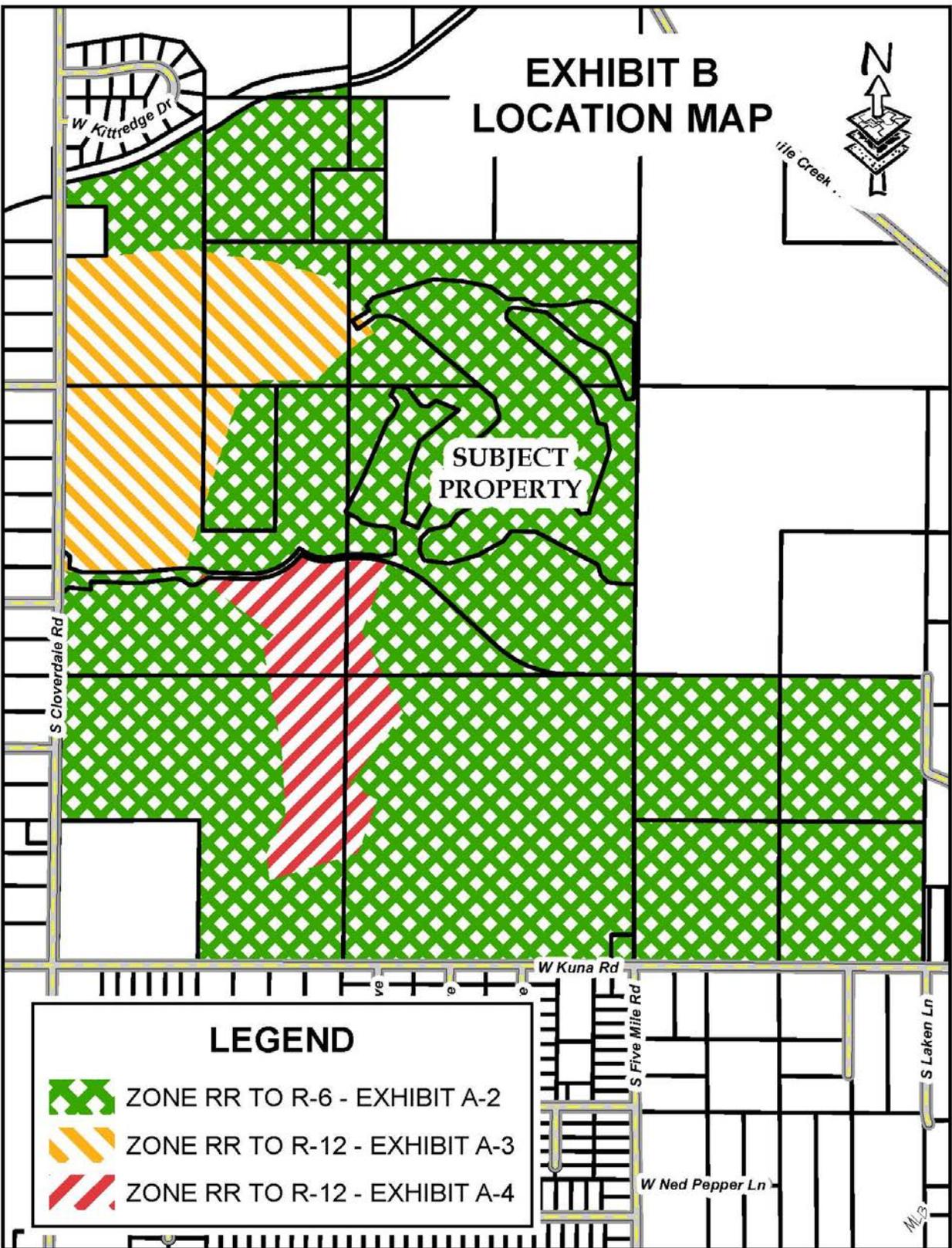
**FALCON CREST LLC, FALCON CREST HOLDINGS, LLC  
& FAIRMONT TEMPLE LLC  
LEGAL DESCRIPTION R-12 ZONE**

That portion of Section 22, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence, along the west line of said Section 22, North 00°42'47" East, 2650.93 feet to the west quarter corner of said Section 22; Thence, continuing along said west line, North 00° 42' 27" East, 959.69 feet; Thence, departing from said west line, South 89°17'33" East, 634.16 feet; Thence, North 86°39'34" East, 553.29 feet; Thence, South 43°15'36" East, 78.87 feet to the **POINT OF BEGINNING**;

Thence, the following seventeen (17) courses:

- South 88° 30' 22" East, 542.55 feet to the beginning of a curve;
- Thence, along said curve to the left an arc length of 501.24 feet, having a radius of 530.00 feet, a central angle of 54° 11' 13", a chord bearing of North 64° 24' 02" East and a chord length of 482.77 feet;
- Thence, South 59° 43' 45" East, 58.15 feet to the beginning of a curve;
- Thence, along said curve to the left an arc length of 263.61 feet, having a radius of 350.00 feet, a central angle of 43° 09' 14", a chord bearing of South 81° 18' 22" East and a chord length of 257.43 feet to the beginning of a reverse curve;
- Thence, along said curve to the right an arc length of 508.73 feet, having a radius of 1000.00 feet, a central angle of 29° 08' 52", a chord bearing of South 88° 18' 33" East and a chord length of 503.26 feet;
- Thence, South 20° 34' 24" West, 683.77 feet;
- Thence, South 27° 00' 48" East, 831.35 feet;
- Thence, South 36° 54' 31" West, 824.19 feet;
- Thence, South 63° 08' 21" East, 291.18 feet;
- Thence, South 20° 10' 03" West, 525.54 feet;
- Thence, South 73° 06' 00" West, 849.25 feet;
- Thence, North 05° 53' 49" West, 244.57 feet;
- Thence, North 25° 55' 05" East, 412.39 feet;
- Thence, North 04° 23' 37" West, 577.04 feet;
- Thence, North 09° 59' 10" West, 961.29 feet;
  
- Thence, North 39° 41' 58" East, 143.75 feet;
- Thence, North 52° 49' 55" West, 915.93 feet to the **POINT OF BEGINNING**, containing 63.48 acres, more or less.



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(Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2019-37  
FALCON CREST LLC  
MUNICIPAL REZONING**

**A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;**

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTIES, TO WIT: LANDS LEGALLY DESCRIBED IN EXHIBIT A-1 and A-2, OWNED BY FALCON CREST LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to establish zoning within its corporate limits provided by Section 50-222, Idaho Code; and

**WHEREAS**, the owner of said parcel of real property has requested that the real property be rezoned from Agriculture to C-1 as described in Exhibit A-1 and rezoned from Agriculture to R-6 as described in Exhibit A-2; and

**WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on October 9, 2018, and November 27, 2018, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on December 11, 2018) where it was recommended to the Mayor and Council that the rezoning for the lands described in Exhibit A-1 from Agriculture to C-1 and the rezoning request for the lands described in Exhibit A-2 from Agriculture to R-6, be approved; and

**WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on January 2, 2019, and January 15, 2019, on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved by Council on February 5, 2019) where it was determined that the requested rezoning for lands described in Exhibit A-1 from Agriculture to C-1 and the rezoning request for lands described in Exhibit A-2, from Agriculture to R-6, be approved; and

**WHEREAS**, the zoning classifications of C-1 and R-6 are appropriate to meet the requirements of the Kuna City Code and should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Kuna City Council hereby finds and declares that the real property described below is within the corporate limits of the City and the proposed rezone complies with the Kuna City Code and the Kuna City Comprehensive Plan.

Section 2: The real property is situated in the City of Kuna, Ada County, Idaho, and is commonly known as parcel **S1422336000** and more particularly described in “Exhibit A-1” and “Exhibit A-2” – Legal Descriptions and in “Exhibit B” – Location Map, attached hereto and incorporated herein by reference.

Section 3: The zoning land use classifications of the lands described in Section 2 above is hereby zoned as C-1 and R-6, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the C-1 and R-6, zoning land use classifications.

Section 4: 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 description of the real property rezoned by this Ordinance.

Section 5: 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 17th day of September, 2019.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A-1**

**FALCON CREST LLC  
REZONE TO C-1**

**LEGAL DESCRIPTION**

That portion of the Southwest Quarter of the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, particularly described as follows:

**BEGINNING** at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89°57'42" East, 2660.56 feet;

Thence, along the west line of said Section 22, North 00°42'47" East, 960.07 feet;

Thence, departing from said west line, South 89°57'42" East, 948.00 feet;

Thence, South 00°42'47" West, 960.07 feet to the south line of said Section 22;

Thence, along said south line, North 89°57'42" West, 948.00 feet to the **POINT OF BEGINNING**, containing 20.89 acres, more or less.

**EXHIBIT A-2**

**FALCON CREST LLC  
REZONE TO R-6**

**LEGAL DESCRIPTION**

That portion of the Southwest Quarter of the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, particularly described as follows:

**COMMENCING** at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears South 89°57'42" East, 2660.56 feet; Thence, along the south line of said Section 22, South 89°57'42" East, 948.00 feet to the **POINT OF BEGINNING**;

Thence, departing from said south line, North 00° 42' 47" East, 960.07 feet;

Thence, North 89° 57' 42" West, 948.00 feet to the west line of said Section 22;

Thence, along said west line, North 00° 42' 47" East, 365.41 feet;

Thence, departing from said west line, North 89° 58' 36" East, 1328.54 feet;

Thence, South 00° 38' 13" West, 1326.89 feet to said south line;

Thence, along said south line, North 89° 57' 42" West, 382.28 feet to the **POINT OF BEGINNING**, containing 19.58 acres, more or less.

