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 Hall is closed to the public.

City Council Meeting
AGENDA
Tuesday, May 19, 2020

2:00 P.M. REGULAR CITY COUNCIL

Under authority of the Governor's partial Open Meeting Law Suspension Proclamation dated March 13, 2020:
Council Chamber is closed to the public.
Public Attendance Option is Live Streaming

Instructions:
Members of the public may watch the May 19, 2020 Council Meeting via Facebook Live. Live feed will start at 2:00 P.M. on the City of Kuna Idaho Facebook page linked below:
https://www.facebook.com/CityofKunaIdaho/

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

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

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. Regular City Council Meeting Minutes Dated May 5, 2020

B. Accounts Payable Dated May 14, 2020 in the amount of $1,280,019.26

C. Final Plats:

1. Case No. 20-04-FP (Final Plat) for Springhill Subdivision No. 2
2. Case No. 20-05-FP (Final Plat) for Patagonia Subdivision No. 6
3. Case No. 20-06-FP (Final Plat) for Patagonia Subdivision No. 7

D. Resolution No. R30-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE GROUP, INC., FOR THE GREYHAWK SUBDIVISION NO. 10 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

5. *Community Reports or Requests:*

Assessment Briefing – Robert McQuade, Ada County Assessor

6. *Public Hearings:* *None*

7. *Business Items:*

A. Consideration to approve Resolution No. R28-2020 – Lisa Holland, Economic Development Director ACTION ITEM

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

- SETTING FORTH CERTAIN PURPOSES;
- AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL PROPERTY LEASE AGREEMENT TO LEASE THE OUTDOOR LOT OF THE 4TH STREET GYM FOR A COMMUNITY RETAIL POP-UP VILLAGE/INCUBATOR AND OTHER SUPPORTING ACTIVITIES INCLUDING FOOD TRUCKS, STREET VENDORS AND ENTERTAINMENT;
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

B. Consideration to approve Resolution No. R29-2020 – Lisa Holland, Economic Development Director ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO DETERMINING A CERTAIN AREA WITHIN THE CITY OR WITHIN THE CITY'S AREA OF OPERATION, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018 (9) AND 50-2903(8), DIRECTING THE URBAN RENEWAL AGENCY OF KUNA, IDAHO TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS, FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.

8. *Ordinances:*

A. Consideration to approve Ordinance No. 2020-17 ACTION ITEM

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R5070502835 OWNED BY THREEHOUSEASHPONDNORTH-VIEWGALLAHADGRANGER, LLC AND PARCEL NO. R5070503050 OWNED BY TWOPDXMOORESTATEELDORADO34, LLC WITHIN UNICORPORATED 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 of Ordinance
Consideration to Approve Ordinance

B. Consideration to approve Ordinance No. 2020-18 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:
- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1326120716 OWNED BY TIMOTHY GORDON, 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 of Ordinance
Consideration to Approve Ordinance

C. Consideration to approve Ordinance No. 2020-19 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:
- MAKING CERTAIN FINDINGS; AND
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S ENDURANCE HOLDINGS LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NEW YORK IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

9. Executive Session: *None*

10. Mayor/Council Announcements:

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 Hall is closed to the public.

City Council Meeting
MINUTES
(Verbatim)
Tuesday, May 5, 2020

2:00 P.M. REGULAR CITY COUNCIL

Under authority of the Governor's partial Open Meeting Law Suspension Proclamation dated March 13, 2020:
Council Chamber is closed to the public.
Public Attendance Option is Live Streaming

Instructions:
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https://www.facebook.com/CityofKunaIdaho/

1. *Call to Order and Roll Call*

COUNCIL MEMBERS PRESENT:
Mayor Joe Stear
Council President Briana Buban-Vonder Haar - Via Zoom
Council Member Richard Cardoza - Via Zoom
Council Member Warren Christensen - Via Zoom
Council Member Greg McPherson - Via Zoom

CITY STAFF PRESENT:
Chris Engels, City Clerk
Bill Gigray, City Attorney – Via Zoom
Paul Stevens, City Engineer
Bobby Withrow, Parks Director
Nathan Stanley, Deputy City Clerk

2. *Invocation:* *None*

3. *Pledge of Allegiance:* Mayor Stear

Mayor Stear: Alright, so I think we're going to go ahead and bypass the Pledge of Allegiance and those things just because we're having some issues here.

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

(Timestamp 00:00:17)

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. Regular City Council Meeting Minutes Dated April 21, 2020

B. Accounts Payable Dated April 30, 2020 in the amount of $219,396.78

C. Resolution No. R25-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE "DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE" WITH TOLL ID I LLC. FOR WINFIELD SPRINGS NO. 5; AND AUTHORIZING THE MAYOR TO SIGN SAID DOCUMENT.

Mayor Stear: First item on the agenda is the consent agenda. Any questions or comments?

Council President Buban-Vonder Haar: If there are no questions, I move we approve the consent agenda.

Council Member McPherson: Second

Mayor Stear: Motion is made to approve by Council Member Buban-Vonder Haar and second by Council Member McPherson. Is there any further discussion? All those in favor say "Aye".

All Council Members: Aye

Mayor Stear: Is there anyone opposed. That motion carries.

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: *None*

7. Executive Session:

(Timestamp 00:01:03)

Convene Executive Session pursuant to:

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

(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and to communicate with the City Attorney to discuss the legal ramifications of and legal options for controversies not yet being litigated but imminently likely to be litigated.

Mayor Stear: At this point we need to go to an executive session. If we could have a motion for that.

Council President Buban-Vonder Haar: I move we convene an Executive Session pursuant to Idaho Code Section 74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; to communicate with the City Attorney to discuss the legal ramifications of and legal options for controversies not yet being litigated but imminently likely to be litigated.

Council Member McPherson: Greg McPherson second

Mayor Stear: Chris will you poll the Council.

City Clerk Chris Engels: Council Member Cardoza

Council Member Cardoza: Yes

City Clerk Chris Engels: Council Member Christensen

Council Member Christensen: Yes

City Clerk Chris Engels: Council President Buban-Vonder Haar

Council President Buban-Vonder Haar: Yes

City Clerk Chris Engels: Council Member McPherson

Council Member McPherson: Yes

Council President Buban-Vonder Haar moved to convene an Executive Session pursuant to Idaho Code Section 74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; to communicate with the City Attorney to discuss the legal ramifications of and legal options for controversies not yet being litigated but imminently likely to be litigated. 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.

Mayor Stear: For this session we need myself, Council, City Attorney Marc Bybee, Bill Gigray, City Engineer Paul, and Bob Bachman, Kent Gigrich, and Chris Engels. Chris, does everybody know what we are doing here for this? We are going to have to bounce off this call.

City Clerk Chris Engels: Yes, we will close out of this meeting and log into this other meeting for confidentiality. Once executive session has concluded then we will come back to this session with the login and links that were provided in your packet.

Mayor Stear: Ok, we will adjourn.

Executive Session City Council Regular Meeting of May 5, 2020 – The City Council, upon a unanimous roll call vote, convened into the Executive Session, pursuant to Idaho Code Section 74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; to communicate with the City Attorney to discuss the legal ramifications of and legal options for controversies not yet being litigated but imminently likely to be litigated. The executive session was convened at 2:04 p.m. In attendance, were Mayor Joe Stear, Council President Briana Buban-Vonder Haar, Council Member Richard Cardoza, Council Member Warren Christensen, Council Member Greg McPherson, City Attorney Marc Bybee, City Attorney Bill Gigray, City Engineer Paul Stevens, Bob Bachman, Kent Gigrich, and City Clerk Chris Engels. Ms. Engels acted as special clerk to take the minutes of this executive session. Information was then provided and discussed regarding the subject of the executive session. No action was taken. At 2:40 p.m. Council President Briana Buban-Vonder Haar moved and Council Member Richard Cardoza seconded to come out of executive session and to reconvene into open session which motion passed unanimously.

Open session resumed.
(Timestamp 00:03:41)

Mayor Stear: Alright, we are back in session. We have been in executive session under Idaho Code Section 74-206 (1)(d). Information was received and no action was taken.

City Clerk Chris Engels: Mayor please hold.

Mayor Stear: Mayor holding.

City Attorney Bill Gigray: Hi Jon!

City Clerk Chris Engels: Thank you Mayor. We're ready to go.

Mayor Stear: Ok, very good. That brings us to Business Items 8A.

8. Business Items:

A. Prospector Gravity Sewer Project - Paul Stevens, City Engineer
(Timestamp 00:04:44)

1. Consideration to approve $19,902 from contingency for Prospector Lift Station Demolition and Gravity Mainline Construction – ACTION ITEM

City Engineer Paul Stevens: We had a budgeted item of $400,000 for this project. Low bid is $419,902. In order to move forward we request contingency funds for $19,902.

Mayor Stear: Ok, so it looks like that's the amount we need just to carry on with this project.

City Attorney Bill Gigray: Mr. Mayor, Bill Gigray with your permission.

Mayor Stear: Yes

City Attorney Bill Gigray: You might ask the City Engineer to make a recommendation specifically as to who they find as the lowest responsible bidder on this project.

City Engineer Paul Stevens: Mr. Mayor, Council, this is Paul, City Engineer. We received 4 bids. They ranged from $419,902 to $757,627. The references *(unintelligible - bad feedback)* were found out *(unintelligible - bad feedback)* Cougar and we discovered they are the lowest responsible bidder and recommend them as the successful bidder.

Mayor Stear: Alright, very good.

Council President Buban-Vonder Haar: I move we approve the expenditure of $19,902 from the contingency fund for Prospector Lift Station demolition and gravity mainline construction.

Council Member McPherson: Second

Mayor Stear: Motion is made and seconded to approve $19,902 from the contingency for the Prospector Lift Station demolition and gravity mainline construction. Is there any further discussion?

Council Member Cardoza: Mayor, this is Rich Cardoza, I just want to confirm the contingency is coming from the sewer fund.

City Engineer Paul Stevens: Yes, Richard that would be correct. This is Paul.

Council Member Cardoza: Thank you Paul.

Mayor Stear: Alright, very good. Anything further? Alright, we have a motion and a second. All those in favor say "Aye".

All Council Members: Aye

Mayor Stear: Is there anyone opposed? That motion carries.

Council President Buban-Vonder Haar moved to approve the expenditure of $19,902 from the contingency fund for Prospector Lift Station demolition and gravity mainline construction. Seconded by Council Member McPherson. Motion carried 4-0.

Mayor Stear: So, I have next….

2. Consideration to approve Resolution No. R26-2020 – ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO ACCEPTING AND AWARDING THE BID FOR THE 2020 PROSPECTOR GRAVITY SEWER PROJECT TO COUGAR EXCAVATION IN THE AMOUNT OF $419,902.00; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDER.

Council President Buban-Vonder Haar: Based upon the recommendation of the City Engineer, the lowest responsible bid is from Cougar Excavation so I move we approve Resolution No. R26-2020.

Council Member McPherson: Second

Mayor Stear: Motion is made and seconded to approve Resolution R26-2020. Is there any further discussion? All those in favor say "Aye".

All Council Members: Aye

Mayor Stear: Is there anyone opposed? That motion carries.

Council President Buban-Vonder Haar moved to approve Resolution No. R26-2020. Seconded by Council Member McPherson. Motion carried 4-0.

Mayor Stear: That brings us to item B.

B. Consideration to approve Resolution No. R27-2020 – Chris Engels, City Clerk ACTION ITEM
(Timestamp 00:09:02)

City Clerk Chris Engels: Thank you Mayor and Council. Resolution R27-2020 is just confirmation of authority to be conducting virtual meetings with the potential of public virtual access for all members of the public. I stand for any questions.

Mayor Stear: So, one of the biggest issues here is public hearings and this also allows us to take comments and hear comments from the public in the matters of public hearings when City Hall has to be closed in a situation such as this. They spent a lot of time working on this and making it establish the guidelines and getting legal advice on that so I think this'll help put us in good shape.

Council President Buban-Vonder Haar: Agreed. If there are no questions, I move we approve Resolution No. R27-2020.

Council Member McPherson: Second

Mayor Stear: Motion is made and seconded to approve Resolution No. R27-2020.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:
- SETTING FORTH CERTAIN PURPOSES, AND
- ESTABLISHING A CITY OF KUNA VIRTUAL MEETING ATTENDANCE POLICY; AND
- AUTHORIZING THE MAYOR AND CITY CLERK TO ESTABLISH AND IMPLEMENT A PROCESS AND PROTOCOL THAT PROVIDES NOTICE TO AND AFFORDS MEMBERS OF THE PUBLIC VIRTUAL ACCESS TO ALL CITY MEETINGS AND HEARINGS; AND
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

Is there any further discussion? All those in favor say "Aye".

All Council Members: Aye

Mayor Stear: All those opposed. That motion carries. Thank you.

Council President Buban-Vonder Haar moved to approve Resolution No. R27-2020. Seconded by Council Member McPherson. Motion carried 4-0.

9. Ordinances: *None*

10. Mayor/Council Announcements:

(Timestamp 00:11:09)

Mayor Stear: For Mayor and Council Announcements I'll just kind of give you an update on what's going on right now with the COVID-19. We obviously came out of the Stay-At-Home Order and are now under a Stay Healthy Order. That doesn't change a whole lot. It has opened a few more businesses. We're going to see how that all works out. They're using a two-week time period in between stages of reopening Idaho because two weeks is kind of what it takes to really see what happens as far as number of cases that come in, and exposure, and that type of thing so that's why that two weeks is key in all of this.

We met with business, Lisa Holland put together, when this first came out I saw there were some disconnects that were probably going to happen so I had Lisa contact, she worked with

the Chamber of Commerce and the Clerk's Office to come up with all the business licenses and contact as many local businesses as we could so we could have a phone conversation and talk about what was required of them by the state to get opened back up. And then also evaluate some needs and see what we could do to help so that everybody could be on the same page and make that process a little easier for everyone. It went pretty well. Throughout the process I think we only had one person that called us a Nazi. Everybody else was pretty receptive and wanting to do their part. I will say for the record that we have a very great community of business owners that really do care about not only themselves but their employees and their customers and that made that process very easy. I think that it was just a good thing that we all communicated and stayed on the same page. That's where we're kind of at with that.

The number of cases in Idaho have been slowly declining so we're in good shape. The hospitals have been able to stock up on some things that they need in case we do have a reoccurrence of cases that come. Idaho is pretty low on the totem pole when it comes to priority because we don't have a large number of cases. However, Federal Reserves are doing pretty well and they're pretty strong so should the need arise we should be able to come up with what we need for PP&Es and ventilators and that type of thing for the hospitals. The hospital capacities are good and ready for anything if it does happen. We're in good shape there.

If you do happen to notice any differences in the numbers coming from the Ada County Coroner's Office and also the Central District Health as far as the number of deaths go; the Ada County Coroner's Office uses a death that occurs in Ada County and it's listed as an Ada County Death whereas Central District Health uses addresses so if someone from Mountain Home was hospitalized in Boise and they passed away in Boise they would be counted as an Ada County Death and Central District Health would count them as a different county. That's kind of why you would see a discrepancy there if there is.

Everything is moving along pretty well. We've got pretty good or we live in a really good community and I'm really proud to be a member of this community because we have less problems than the others. Things are going pretty well. That's kind of all I have for that.

Council Member Christensen: Hey Mayor can I ask you a quick question? Apologies, this is Warren Christensen and I feel like I should know this answer but as far as City parks are concerned do you know what phasing it occurs in where we can un-tape playground equipment and stuff for the families out here? I've just gotten a few questions about that just with the kids of my own and their parents but I don't know if we know an answer to that yet or not.

Mayor Stear: Sure, so actually some of the cities have actually already started doing that. I don't know if that's in response to protests or what it is really. I'm still relying heavily on the health officials' recommendations. It looks like probably here in the next phase we'll be able to go ahead and open those things up. The splash pad, that's one that we've been talking about. I've asked for clarification on the transmission in water and the water as it gets treated and what the possibilities are there. I haven't gotten back a response yet from Central District Health but I think that they are making some of those determinations and it looks like it's

probably going to be a pretty good chance that the splash pad can open fairly soon. The only other issue we would have there as far as parks is the public restrooms and that one I really can't answer as to what we're going to need to do to be able to get those opened back up and running again. We should be getting pretty close on all of that kind of stuff.

Council Member Christensen: Ah wonderful. Thank you.

Mayor Stear: Thank you.

City Attorney Bill Gigray: *(Jokingly)* Yeah you'll have to put Jon on toilet paper theft if they open the restrooms. *(laughing)*

Mayor Stear: Alright is there anything further. Oh, I have one other thing that I guess I better mention. We haven't been, we put this in place here today for public hearings. We haven't been having those obviously and so what that's gonna to do is some of the public hearings that were actually scheduled for this month will move on to the next month and so we're trying to shift those in to where it's gonna push everybody out a little more. Some that were right now we've got scheduled up to the end of July for public hearings. That isn't necessarily what some of the developers and some of their representatives wanted to hear but we're trying to do this as fair as we can and get everybody back into line and get things going again. It should work out pretty smoothly. We didn't want to stack to many all at once. It's harder to make a good and informed decision when you have a 12,000-page packet. We'll get those all up and coming and that'll all start up again here soon. Other than that, that's all I have. If there is anybody else has anything if not we will adjourn. Alright, thank you everyone.

Everyone: Thank you.

11. Adjournment: **2:57 P.M.**

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk Date Approved: CCM 05.19.2020

City of Kuna | Payment Approval Report - City Council Approval | Page: 1
Report dates: 5/1/2020-5/14/2020 | May 14, 2020 03:58PM

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2M COMPANY, INC.												
1461	2M COMPANY, INC.	20149595-00	9917	SPRINKLER REPAIR PARTS, M.MEADE, APR.'20	04/30/2020	16.67	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total 20149595-00:						16.67	.00					
Total 2M COMPANY, INC.:						16.67	.00					
A COMPANY, INC.												
1463	A COMPANY, INC.	114-10294131		ADA ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, BUTLER PARK, 5/1-28/20	05/02/2020	217.13	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
Total 114-10294131:						217.13	.00					
Total A COMPANY, INC.:						217.13	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	04302020ACH		ACHD IMPACT FEE, APR.'20	04/30/2020	226,296.00	226,296.00	01-2510 ACHD IMPACT FEE TRANSFER	0	5/20	05/08/2020	
Total 04302020ACHDI:						226,296.00	226,296.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						226,296.00	226,296.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	068433		SHERIFF SERVICES FOR MAY 2020	05/04/2020	208,449.56	.00	01-6000 LAW ENFORCEMENT SERVICES	0	5/20		

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 068433:						208,449.56	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						208,449.56	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	000010230501		INTERNET SERVICE AT THE PARKS OFFICE, 5/1-31/20	05/01/2020	164.75	.00	01-6290 UTILITIES	1004	5/20		
Total 0000102305012020:						164.75	.00					
1566	ADVANCED COMMUNICATIONS, INC.	25669		PROGRAMMED PHONES FOR NEW HEADSETS IN UTILITY BILLING, APR.'20 - ADMIN	04/28/2020	33.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	5/20		
1566	ADVANCED COMMUNICATIONS, INC.	25669		PROGRAMMED PHONES FOR NEW HEADSETS IN UTILITY BILLING, APR.'20 - WATER	04/28/2020	44.55	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	5/20		
1566	ADVANCED COMMUNICATIONS, INC.	25669		PROGRAMMED PHONES FOR NEW HEADSETS IN UTILITY BILLING, APR.'20 - SEWER	04/28/2020	44.55	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
1566	ADVANCED COMMUNICATIONS, INC.	25669		PROGRAMMED PHONES FOR NEW HEADSETS IN UTILITY BILLING, APR.'20 - P.I	04/28/2020	12.15	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
Total 25669:						135.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						299.75	.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	16802770		TELEPHONE, DATA, NETWORK SERVICES, 5/1-31/20 - ADMIN	05/01/2020	364.31	.00	01-6255 TELEPH0NE	0	5/20		
1411	ALLSTREAM BUSINESS US, INC	16802770		TELEPHONE, DATA, NETWORK SERVICES, 5/1-31/20 - P & Z	05/01/2020	130.11	.00	01-6255 TELEPH0NE	1003	5/20		
1411	ALLSTREAM BUSINESS US, INC	16802770		TELEPHONE, DATA, NETWORK SERVICES, 5/1-31/20 - WATER	05/01/2020	338.29	.00	20-6255 TELEPH0NE EXPENSE	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1411	ALLSTREAM BUSINESS US, INC	16802770		TELEPHONE, DATA, NETWORK SERVICES, 5/1-31/20 - SEWER	05/01/2020	338.29	.00	21-6255 TELEPH0NE EXPENSE	0	5/20		
1411	ALLSTREAM BUSINESS US, INC	16802770		TELEPHONE, DATA, NETWORK SERVICES, 5/1-31/20 - P.I	05/01/2020	130.10	.00	25-6255 TELEPH0NE EXPENSE	0	5/20		
Total 16802770:						1,301.10	.00					
Total ALLSTREAM BUSINESS US, INC:						1,301.10	.00					
BONNEVILLE BLUEPRINT SUPPLY, INC.												
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	64887/2	9910	PRINTER PAPER, M.BORZICK, APR.'20	04/21/2020	109.76	.00	01-6165 OFFICE SUPPLIES	1005	5/20		
Total 64887/2:						109.76	.00					
Total BONNEVILLE BLUEPRINT SUPPLY, INC.:						109.76	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	153138		2 BOXES FOLDERS, N.STAUFFER, APR.'20 - ADMIN	04/30/2020	22.57	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153138		2 BOXES FOLDERS, N.STAUFFER, APR.'20 - WATER	04/30/2020	29.79	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153138		2 BOXES FOLDERS, N.STAUFFER, APR.'20 - SEWER	04/30/2020	29.79	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153138		2 BOXES FOLDERS, N.STAUFFER, APR.'20 - P.I	04/30/2020	8.14	.00	25-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153138		1 BOX AA BATTERIES, 1 DZ YELLOW HIGHLIGHTERS, 1 PKG CORRECTION TAPE, CITY HALL, APR.'20 - ADMIN	04/30/2020	16.75	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153138		1 BOX AA BATTERIES, 1 DZ YELLOW HIGHLIGHTERS, 1 PKG CORRECTION TAPE, CITY HALL, APR.'20 - WATER	04/30/2020	11.46	.00	20-6165 0FFICE SUPPLIES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	153138		1 BOX AA BATTERIES, 1 DZ YELLOW HIGHLIGHTERS, 1 PKG CORRECTION TAPE, CITY HALL, APR.'20 - SEWER	04/30/2020	11.46	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153138		1 BOX AA BATTERIES, 1 DZ YELLOW HIGHLIGHTERS, 1 PKG CORRECTION TAPE, CITY HALL, APR.'20 - P.I	04/30/2020	4.43	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 153138:						134.39	.00					
1795	BUYWYZ LLC	153138.2		1 PKG POST IT NOTES, CITY HALL, MAY'20	05/04/2020	16.80	.00	01-6165 OFFICE SUPPLIES	0	5/20		
Total 153138.2:						16.80	.00					
1795	BUYWYZ LLC	153138.3		4 BOXES KLEENEX, CITY HALL, MAY'20	05/04/2020	11.44	.00	01-6165 OFFICE SUPPLIES	0	5/20		
Total 153138.3:						11.44	.00					
1795	BUYWYZ LLC	153394	9993	1 STENO BOOK AND 2 CASES COPY PAPER, CITY HALL, MAY'20 - ADMIN	05/07/2020	30.36	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 STENO BOOK AND 2 CASES COPY PAPER, CITY HALL, MAY'20 - WATER	05/07/2020	20.77	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 STENO BOOK AND 2 CASES COPY PAPER, CITY HALL, MAY'20 - SEWER	05/07/2020	20.77	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 STENO BOOK AND 2 CASES COPY PAPER, CITY HALL, MAY'20 - P.I	05/07/2020	8.00	.00	25-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 DZ PENS, 1 DZ HIGHLIGHTERS, 1 PKG POSTIT NOTES, D.STEPHENS, MAY'20	05/07/2020	45.91	.00	01-6165 OFFICE SUPPLIES	1005	5/20		
1795	BUYWYZ LLC	153394	9993	2 DZ PENS, TREATMENT PLANT, MAY'20 - WATER	05/07/2020	10.72	.00	20-6165 0FFICE SUPPLIES	0	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	153394	9993	2 DZ PENS, TREATMENT PLANT, MAY'20 - SEWER	05/07/2020	10.72	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394	9993	2 DZ PENS, TREATMENT PLANT, MAY'20 - P.I	05/07/2020	4.08	.00	25-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 EA TOWEL DISPENSER, 2 CASES PAPER TOWELS, 4 CASES TOILET PAPER, 4 EA SOAP REFILLS, TREATMENT PLANT, MAY'20 - WATER	05/07/2020	193.56	.00	20-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 EA TOWEL DISPENSER, 2 CASES PAPER TOWELS, 4 CASES TOILET PAPER, 4 EA SOAP REFILLS, TREATMENT PLANT, MAY'20 - SEWER	05/07/2020	193.56	.00	21-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 EA TOWEL DISPENSER, 2 CASES PAPER TOWELS, 4 CASES TOILET PAPER, 4 EA SOAP REFILLS, TREATMENT PLANT, MAY'20 - P.I	05/07/2020	73.74	.00	25-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 CASE TOILET PAPER, 1 CARTON TRASH CAN LINERS, 3 EA SOAP REFILLS, CITY HALL, MAY'20 - ADMIN	05/07/2020	64.52	.00	01-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 CASE TOILET PAPER, 1 CARTON TRASH CAN LINERS, 3 EA SOAP REFILLS, CITY HALL, MAY'20 - WATER	05/07/2020	44.15	.00	20-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 CASE TOILET PAPER, 1 CARTON TRASH CAN LINERS, 3 EA SOAP REFILLS, CITY HALL, MAY'20 - SEWER	05/07/2020	44.15	.00	21-6025 JANITORIAL	0	5/20		
1795	BUYWYZ LLC	153394	9993	1 CASE TOILET PAPER, 1 CARTON TRASH CAN LINERS, 3 EA SOAP REFILLS, CITY HALL, MAY'20 - P.I	05/07/2020	16.98	.00	25-6025 JANITORIAL	0	5/20		
Total 153394:						781.99	.00					
1795	BUYWYZ LLC	153394.1	9993	1 CARTON OF BANKER'S BOXES, B.JACKSON, MAY'20 -								

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	05/08/2020	17.77	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394.1	9993	1 CARTON OF BANKER'S BOXES, B.JACKSON, MAY'20 - WATER	05/08/2020	23.45	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394.1	9993	1 CARTON OF BANKER'S BOXES, B.JACKSON, MAY'20 - SEWER	05/08/2020	23.45	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153394.1	9993	1 CARTON OF BANKER'S BOXES, B.JACKSON, MAY'20 - P.I	05/08/2020	6.40	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 153394.1:						71.07	.00					
1795	BUYWYZ LLC	153395	9993	WIRELESS BLUE TOOTH LASER, P.STEVENS - P&Z	05/07/2020	8.94	.00	01-6165 OFFICE SUPPLIES	1003	5/20		
1795	BUYWYZ LLC	153395	9993	WIRELESS BLUE TOOTH LASER, P.STEVENS - WATER	05/07/2020	12.52	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153395	9993	WIRELESS BLUE TOOTH LASER, P.STEVENS - SEWER	05/07/2020	12.52	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1795	BUYWYZ LLC	153395	9993	WIRELESS BLUE TOOTH LASER, P.STEVENS - P.I	05/07/2020	1.79	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 153395:						35.77	.00					
Total BUYWYZ LLC:						1,051.46	.00					
CAMPBELL TRACTOR & IMPLEMENT COMPANY												
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	J22725	9946	LAWN MOWER FOR LAGOON REPAIRS, S. HOWELL, APRIL '20	04/28/2020	253.01	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
Total J22725:						253.01	.00					
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	N51057	9961	GRASS CHUTE FOR LAWN TRACTOR, T.SHAFFER, APR.'20	05/06/2020	202.16	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		

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 N51057:						202.16	.00					
Total CAMPBELL TRACTOR & IMPLEMENT COMPANY:						455.17	.00					
CASELLE INC												
1239	CASELLE INC	102074		CONTRACT SUPPORT AND MAINTENANCE FOR 6/1-30/2020 - ADMIN	05/01/2020	50.00	.00	01-6045 C0NTINGENCY	1219	5/20		
1239	CASELLE INC	102074		CONTRACT SUPPORT AND MAINTENANCE FOR 6/1-30/2020 - ADMIN	05/01/2020	606.80	.00	01-6052 CONTRACT SERVICES	0	5/20		
1239	CASELLE INC	102074		CONTRACT SUPPORT AND MAINTENANCE FOR 6/1-30/2020 - WATER	05/01/2020	434.60	.00	20-6052 CONTRACT SERVICES	0	5/20		
1239	CASELLE INC	102074		CONTRACT SUPPORT AND MAINTENANCE FOR 6/1-30/2020 - SEWER	05/01/2020	434.60	.00	21-6052 C0NTRACT SERVICES	0	5/20		
1239	CASELLE INC	102074		CONTRACT SUPPORT AND MAINTENANCE FOR 6/1-30/2020 - PI	05/01/2020	164.00	.00	25-6052 C0NTRACT SERVICES	0	4/20		
Total 102074:						1,690.00	.00					
Total CASELLE INC:						1,690.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922113658		DEDICATED LANDLINE SCADA, 4/25-5/24/20 - WATER	04/25/2020	21.10	21.10	20-6255 TELEPH0NE EXPENSE	0	5/20	05/08/2020	
62	CENTURYLINK	208922113658		DEDICATED LANDLINE SCADA, 4/25-5/24/20 - SEWER	04/25/2020	21.10	21.10	21-6255 TELEPH0NE EXPENSE	0	5/20	05/08/2020	
62	CENTURYLINK	208922113658		DEDICATED LANDLINE SCADA, 4/25-5/24/20 - P.I	04/25/2020	8.03	8.03	25-6255 TELEPH0NE EXPENSE	0	5/20	05/08/2020	

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 2089221136586B04252020:						50.23	50.23					
62	CENTURYLINK	208922211037		INTERNET SERVICE AT PARKS OFFICE, 4/25-5/24/20	04/25/2020	111.98	111.98	01-6255 TELEPH0NE	1004	5/20	05/08/2020	
Total 2089222110376B04252020:						111.98	111.98					
62	CENTURYLINK	208922932280		INTERNET SERVICE AT SHOP, 4/25-5/24/20	04/25/2020	100.58	100.58	01-6255 TELEPH0NE	1004	5/20	05/08/2020	
Total 2089229322801B04252020:						100.58	100.58					
Total CENTURYLINK:						262.79	262.79					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	0419547-IN	9974	OIL FOR THE FLEET, S. HOWELL, MAY. '20 - ADMIN	05/04/2020	187.50	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		
2020	CONRAD & BISCHOFF INC	0419547-IN	9974	OIL FOR THE FLEET, S. HOWELL, MAY. '20 - WATER	05/04/2020	75.00	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		
2020	CONRAD & BISCHOFF INC	0419547-IN	9974	OIL FOR THE FLEET, S. HOWELL, MAY. '20 - SEWER	05/04/2020	75.00	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		
2020	CONRAD & BISCHOFF INC	0419547-IN	9974	OIL FOR THE FLEET, S. HOWELL, MAY. '20 - P.I	05/04/2020	37.50	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	5/20		
2020	CONRAD & BISCHOFF INC	0419547-IN		OIL FOR EQUIPMENT, S.HOWELL, MAY'20 - ADMIN	05/04/2020	187.50	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	5/20		
2020	CONRAD & BISCHOFF INC	0419547-IN		OIL FOR EQUIPMENT, S.HOWELL, MAY'20 - WATER	05/04/2020	75.00	.00	20-6150 M & R - SYSTEM	0	5/20		
2020	CONRAD & BISCHOFF INC	0419547-IN		OIL FOR EQUIPMENT, S.HOWELL, MAY'20 - SEWER	05/04/2020	75.00	.00	21-6150 M & R - SYSTEM	0	5/20		
2020	CONRAD & BISCHOFF INC	0419547-IN		OIL FOR EQUIPMENT, S.HOWELL, MAY'20 - P.I	05/04/2020	37.50	.00	25-6150 MAINT. & REPAIRS - SYSTEM				

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
								(PI)	0	5/20		
	Total 0419547-IN:					750.00	.00					
	Total CONRAD & BISCHOFF INC:					750.00	.00					
CONSOLIDATED SUPPLY CO												
18	CONSOLIDATED SUPPLY CO	S009737562.0	9912	GALVANIZED ELBOW AND STEEL NIPPLE FOR THE WEST WELL, R.WARWICK, APR.'20	04/21/2020	103.48	.00	21-6090 FARM EXPENDITURES	0	5/20		
	Total S009737562.001:					103.48	.00					
	Total CONSOLIDATED SUPPLY CO:					103.48	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	M163800	9836	METER LIDS AND BRACKETS, M.SMITH, APR.'20	05/05/2020	847.20	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	5/20		
	Total M163800:					847.20	.00					
63	CORE & MAIN LP	M229794	9911	TOMORROW PI STATION REPAIR, C. DEYOUNG, APRIL. '20	04/23/2020	154.29	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
	Total M229794:					154.29	.00					
63	CORE & MAIN LP	M231609	9911	METER VALVES, METER RINGS & LIDS, B.BURR, APRIL.20	04/23/2020	587.80	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	5/20		
	Total M231609:					587.80	.00					
63	CORE & MAIN LP	M244879	9911	METER VALVE, METER RINGS & LIDS, B.BURR, APRIL. '20	05/05/2020	92.80	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	5/20		
	Total M244879:					92.80	.00					

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63	CORE & MAIN LP	M251082	9923	METERS AND GASKETS, M.SMITH, APR.'20	04/24/2020	30,310.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	5/20		
Total M251082:						30,310.00	.00					
63	CORE & MAIN LP	M267058	9941	ANGLE BALL, VALVES & COUPLINGS FOR STOCK, M. DAVILA, APRIL. '20	04/28/2020	1,950.41	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total M267058:						1,950.41	.00					
63	CORE & MAIN LP	M280452	9951	COUPLER, SADDLE FOR PI REPLACEMENT AND STOCK, J. OSBORN, APRIL '20	04/30/2020	273.43	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total M280452:						273.43	.00					
Total CORE & MAIN LP:						34,215.93	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8231	9956	PI REPLACE ANTENNA AT PATAGONIA IRR STATION, D. CROSSLEY, SEPT. '19	09/30/2019	476.70	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total 8231:						476.70	.00					
147	CUSTOM ELECTRIC, INC.	8375	9955	INSTALLED MAST AT PATAGONIA PI STATION, D. CROSSLEY, APRIL '20	04/29/2020	872.44	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total 8375:						872.44	.00					
147	CUSTOM ELECTRIC, INC.	8376	9965	TROUBLESHOOTING, CONDUIT, AND WIRING, T.FLEMING, MAY'20	04/30/2020	794.81	.00	21-6150 M & R - SYSTEM	0	5/20		
Total 8376:						794.81	.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
147	CUSTOM ELECTRIC, INC.	8382	9985	WORK AT CHAPPAROSA PI STATION, D.CROSSLEY, MAY'20	05/05/2020	1,110.10	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total 8382:						1,110.10	.00					
Total CUSTOM ELECTRIC, INC.:						3,254.05	.00					
D & B SUPPLY												
75	D & B SUPPLY	11176	9952	8 FT STEPLADDER, S.HOWELL, APR.'20 - ADMIN	04/29/2020	49.40	.00	01-6175 SMALL TOOLS	0	5/20		
75	D & B SUPPLY	11176	9952	8 FT STEPLADDER, S.HOWELL, APR.'20 - WATER	04/29/2020	33.80	.00	20-6175 SMALL TOOLS	0	5/20		
75	D & B SUPPLY	11176	9952	8 FT STEPLADDER, S.HOWELL, APR.'20 - SEWER	04/29/2020	33.80	.00	21-6175 SMALL TOOLS	0	5/20		
75	D & B SUPPLY	11176	9952	8 FT STEPLADDER, S.HOWELL, APR.'20 - P.I	04/29/2020	12.99	.00	25-6175 SMALL TOOLS	0	5/20		
Total 11176:						129.99	.00					
75	D & B SUPPLY	11304	9963	1 EA EDGER, M.MEADE, MAY'20	05/01/2020	199.95	.00	01-6175 SMALL TOOLS	1004	5/20		
75	D & B SUPPLY	11304		1 GALLON PLANT STARTER, M.MEADE, MAY'20	05/01/2020	10.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total 11304:						210.94	.00					
75	D & B SUPPLY	11726	9975	GALVANIZED PIPE FOR PROBE REPAIR, M. MEADE, MAY. 20	05/04/2020	8.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
75	D & B SUPPLY	11726	9975	RATCHET STRAPS FOR TREES, M. MEADE, MAY. 20	05/04/2020	27.99	.00	01-6175 SMALL TOOLS	1004	5/20		
Total 11726:						36.98	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
75	D & B SUPPLY	11738	9976	WEED EATER AND TRIMMER HEAD ATTACHMENT, T.SHAFFER, MAY'20	05/04/2020	439.90	.00	21-6175 SMALL TOOLS	0	5/20		
75	D & B SUPPLY	11738	9976	HOSE, EDGER BLADES, 2-CYCLE OIL, AND SPOOL OF WEED EATER LINE, T.SHAFFER, MAY'20	05/04/2020	75.51	.00	21-6150 M & R - SYSTEM	0	5/20		
Total 11738:						515.41	.00					
75	D & B SUPPLY	28901	9960	HOSE FOR PARKS OFFICE, J. MORFIN, APRIL. 20	04/30/2020	6.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total 28901:						6.99	.00					
Total D & B SUPPLY:						900.31	.00					
DIGLINE												
25	DIGLINE	0063339-IN		DIG FEES, APR.'20 - WATER	04/30/2020	329.46	.00	20-6065 DIG LINE EXPENSE	0	5/20		
25	DIGLINE	0063339-IN		DIG FEES, APR.'20 - SEWER	04/30/2020	329.46	.00	21-6065 DIG LINE EXPENSE	0	5/20		
25	DIGLINE	0063339-IN		DIG FEES, APR.'20 - PI	04/30/2020	125.50	.00	25-6065 DIG LINE EXPENSE	0	5/20		
Total 0063339-IN:						784.42	.00					
Total DIGLINE:						784.42	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	04302020DMH		PLUMBING PERMITS, APR.'20	04/30/2020	8,906.59	8,906.59	01-6052 CONTRACT SERVICES	1005	5/20	05/08/2020	
Total 04302020DMH:						8,906.59	8,906.59					

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	Total DMH ENTERPRISES:					8,906.59	8,906.59					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	2397980		FUEL TANK RENTAL, 475 SHORTLINE RD, MAY 20	05/01/2020	10.00	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
	Total 2397980:					10.00	.00					
	Total ED STAUB & SONS PETROLEUM, INC:					10.00	.00					
ELAM & BURKE												
796	ELAM & BURKE	185396		PROFESSIONAL SERVICES, URBAN RENEWAL, WEST DOWNTOWN DISTRICT PLAN, L.HOLLAND, APR.'20	04/30/2020	5,227.50	.00	40-6020 CAPITAL IMPROVEMENTS	1217	5/20		
	Total 185396:					5,227.50	.00					
	Total ELAM & BURKE:					5,227.50	.00					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	04302020ECI		ELECTRICAL PERMITS, APR.'20	04/30/2020	10,668.70	10,668.70	01-6052 CONTRACT SERVICES	1005	5/20	05/08/2020	
	Total 04302020ECI:					10,668.70	10,668.70					
	Total ELECTRICAL CONTROLS & INSTRUMENTATION:					10,668.70	10,668.70					
EMS SAFETY SERVICES INC												
1989	EMS SAFETY SERVICES INC	1220455	9999	CPR INSTRUCTOR EQUIPMENT AND CERTIFICATION BOOKS AND CARDS, J. LORENTZ, MAY. '20	05/07/2020	1,644.35	.00	01-6265 TRAINING & SCH00LING	1004	5/20		
	Total 1220455:					1,644.35	.00					
	Total EMS SAFETY SERVICES INC:					1,644.35	.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
FATBEAM LLC												
1831	FATBEAM LLC	12406		MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE, MAY 2020 - ADMIN	05/01/2020	95.00	.00	01-6052 CONTRACT SERVICES	0	5/20		
1831	FATBEAM LLC	12406		MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE, MAY 2020 - WATER	05/01/2020	65.00	.00	20-6052 CONTRACT SERVICES	0	5/20		
1831	FATBEAM LLC	12406		MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE, MAY 2020 - SEWER	05/01/2020	65.00	.00	21-6052 C0NTRACT SERVICES	0	5/20		
1831	FATBEAM LLC	12406		MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE, MAY 2020 - P.I	05/01/2020	25.00	.00	25-6052 C0NTRACT SERVICES	0	5/20		
Total 12406:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0743618	9937	CLEAN OUT PLUG FOR LAGOONS OFFICE, OFFICE REHAB, R. WARWICK, APRIL '20	04/27/2020	16.06	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
Total 0743618:						16.06	.00					
219	FERGUSON ENTERPRISES INC	8190856	9939	FAUCET FOR OFFICE REHAB AT LAGOONS, R. WARWICK, APRIL '20	04/27/2020	79.99	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
Total 8190856:						79.99	.00					
219	FERGUSON ENTERPRISES INC	8199251	9953	WATER HEATER ELEMENT, OFFICE REHAB AT LAGOONS, R.WARWICK, APR.'20	04/29/2020	10.99	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		

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 8199251:						10.99	.00					
Total FERGUSON ENTERPRISES INC:						107.04	.00					
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	1840		LAPTOP SET UP, N.STAUFFER, MAY'20	05/01/2020	190.00	190.00	01-6045 C0NTINGENCY	1216	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		MONTHLY SERVICE, MAY'20 - ADMIN	05/01/2020	1,134.30	1,134.30	01-6045 C0NTINGENCY	1210	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		MONTHLY SERVICE, MAY'20 - WATER	05/01/2020	776.10	776.10	20-6045 C0NTINGENCY	1210	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		MONTHLY SERVICE, MAY'20 - SEWER	05/01/2020	776.10	776.10	21-6045 C0NTINGENCY	1210	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		MONTHLY SERVICE, MAY'20 - P.I	05/01/2020	298.50	298.50	25-6045 C0NTINGENCY FUND	1210	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		ACCESS POINTS, TREATMENT PLANT, MAY'20	05/01/2020	442.46	442.46	21-6020 CAPITAL IMPR0VEMENTS	1223	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		NEW PC SET UP AT TREATMENT PLANT, MAY'20 - WATER	05/01/2020	62.70	62.70	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		NEW PC SET UP AT TREATMENT PLANT, MAY'20 - SEWER	05/01/2020	62.70	62.70	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		NEW PC SET UP AT TREATMENT PLANT, MAY'20 - P.I	05/01/2020	17.10	17.10	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		SET UP PRINTER, CITY HALL, MAY'20 - P & Z	05/01/2020	118.75	118.75	01-6165 OFFICE SUPPLIES	1003	5/20	05/08/2020	
2014	FREUND PROPERTIES LLC	1840		SET UP PRINTER, CITY HALL, MAY'20 - BUILDING DEPT	05/01/2020	118.75	118.75	01-6165 OFFICE SUPPLIES	1005	5/20	05/08/2020	
Total 1840:						3,997.46	3,997.46					

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 FREUND PROPERTIES LLC:					3,997.46	3,997.46					
G & R AG PRODUCTS, INC.												
376	G & R AG PRODUCTS, INC.	1245129-0001-	9891	VALVE FOR PARKS SPRAY TRAILER, S. HOWELL, APRIL '20	04/16/2020	29.22	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
	Total 1245129-0001-01:					29.22	.00					
	Total G & R AG PRODUCTS, INC.:					29.22	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	06637082		BRASS SWING CHECK VALVE FOR THE OFFICE AT LAGOONS, T. SHAFFER, APRIL. '20	04/27/2020	30.06	.00	21-6150 M & R - SYSTEM	0	5/20		
	Total 06637082:					30.06	.00					
1552	H.D. FOWLER COMPANY	O6632665	9916	SPRINKLER REPAIR PARTS, M.MEADE, APR.'20	04/22/2020	10.44	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
	Total O6632665:					10.44	.00					
	Total H.D. FOWLER COMPANY:					40.50	.00					
HACH COMPANY												
157	HACH COMPANY	11942757	9945	MAINTENANCE CASE FOR REPAIRS, T SHAFFER, APRIL. 20	05/01/2020	1,419.95	.00	21-6150 M & R - SYSTEM	0	5/20		
	Total 11942757:					1,419.95	.00					
	Total HACH COMPANY:					1,419.95	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	45279		PROFESSIONAL SERVICES FROM 3/29 TO 5/2/20, PROSPECTOR LIFT STATION SEWER PROJECT	05/13/2020	2,500.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1140	5/20		

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 45279:						2,500.00	.00					
Total HOLLADAY ENGINEERING CO:						2,500.00	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	5/2020		ANIMAL CONTROL CONTRACT SERVICES FOR MAY 2020	05/01/2020	9,281.75	.00	01-6005 ANIMAL CONTROL SERVICES	0	5/20		
Total 5/2020:						9,281.75	.00					
Total IDAHO HUMANE SOCIETY:						9,281.75	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1207304	9962	AD#2011994, LEGAL NOTICE, PUBLIC HEARING FOR CORBIN'S COVE, T.BEHUNIN, APR.'20	05/06/2020	56.80	.00	01-6125 LEGAL PUBLICATI0NS	1003	5/20		
Total 1207304:						56.80	.00					
Total IDAHO PRESS TRIBUNE, LLC:						56.80	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S0093069		SOLICITOR FEDERAL BACKGROUND INVESTIGATION FEE, J.MURRAY, APR.'20	04/08/2020	33.25	.00	01-2075 UNEARNED REVENUE	0	5/20		
Total S0093069:						33.25	.00					
Total IDAHO STATE POLICE:						33.25	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196032		NATURAL GAS CONSUMPTION AT SENIOR CENTER, 3/28/-4/27/20	04/28/2020	268.48	268.48	01-6290 UTILITIES	1001	5/20	05/08/2020	

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 4821351960328042720:						268.48	268.48					
37	INTERMOUNTAIN GAS CO	482195000040		NATURAL GAS CONSUMPTION AT WASTERWATER TREATMENT PLANT, 4/4-5/4/20 - WATER	05/05/2020	331.12	.00	20-6290 UTILITIES EXPENSE	0	5/20		
37	INTERMOUNTAIN GAS CO	482195000040		NATURAL GAS CONSUMPTION AT WASTERWATER TREATMENT PLANT, 4/4-5/4/20 - SEWER	05/05/2020	331.12	.00	21-6290 UTILITIES EXPENSE	0	5/20		
37	INTERMOUNTAIN GAS CO	482195000040		NATURAL GAS CONSUMPTION AT WASTERWATER TREATMENT PLANT, 4/4-5/4/20 - P.I	05/05/2020	126.15	.00	25-6290 UTILITIES EXPENSE	0	5/20		
Total 48219500004040 5042020:						788.39	.00					
37	INTERMOUNTAIN GAS CO	482327707032		NATURAL GAS CONSUMPTION AT THE ORCHARD PARKS OFFICE, 3/28-4/27/20	04/28/2020	18.47	18.47	01-6290 UTILITIES	1004	5/20	05/08/2020	
Total 4823277070328042720:						18.47	18.47					
37	INTERMOUNTAIN GAS CO	482634665032		NATURAL GAS CONSUMPTION AT CITY HALL, 3/28-4/27/20 - ADMIN	04/28/2020	77.67	77.67	01-6290 UTILITIES	0	5/20	05/08/2020	
37	INTERMOUNTAIN GAS CO	482634665032		NATURAL GAS CONSUMPTION AT CITY HALL, 3/28-4/27/20 - WATER	04/28/2020	53.14	53.14	20-6290 UTILITIES EXPENSE	0	5/20	05/08/2020	
37	INTERMOUNTAIN GAS CO	482634665032		NATURAL GAS CONSUMPTION AT CITY HALL, 3/28-4/27/20 - SEWER	04/28/2020	53.14	53.14	21-6290 UTILITIES EXPENSE	0	5/20	05/08/2020	
37	INTERMOUNTAIN GAS CO	482634665032		NATURAL GAS CONSUMPTION AT CITY HALL, 3/28-4/27/20 - P.I	04/28/2020	20.44	20.44	25-6290 UTILITIES EXPENSE	0	5/20	05/08/2020	
Total 4826346650328042720:						204.39	204.39					

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 INTERMOUNTAIN GAS CO:						1,279.73	491.34					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	04242020-043		SANITATION RECEIPT TRANSFER 04/24-30/20	05/01/2020	11,775.11	11,775.11	26-7000 SOLID WASTE SERVICE FEES	0	5/20	05/01/2020	
230	J & M SANITATION, INC.	04242020-043		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 4/24-30/20	05/01/2020	-1,163.38	-1,163.38	01-4170 FRANCHISE FEES	0	5/20	05/01/2020	
Total 04242020-04302020:						10,611.73	10,611.73					
230	J & M SANITATION, INC.	04272020JMM		25 YD DUMP RENT, FEB'20 & MAR.'20 - PARKS	04/20/2020	30.00	.00	01-6212 RENT-EQUIPMENT	1004	5/20		
230	J & M SANITATION, INC.	04272020JMM		25 YD DUMP RENT, FEB'20 & MAR.'20 - WATER	04/20/2020	12.00	.00	20-6212 RENT - EQUIPMENT	0	5/20		
230	J & M SANITATION, INC.	04272020JMM		25 YD DUMP RENT, FEB'20 & MAR.'20- SEWER	04/20/2020	12.00	.00	21-6212 RENT-EQUIPMENT	0	5/20		
230	J & M SANITATION, INC.	04272020JMM		25 YD DUMP RENT, FEB'20 & MAR.'20 - P.I	04/20/2020	6.00	.00	25-6212 RENT - EQUIPMENT	0	5/20		
230	J & M SANITATION, INC.	04272020JMM		25 YD ROLL OFF DUMP, 4/9/20 - PARKS	04/20/2020	450.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
230	J & M SANITATION, INC.	04272020JMM		25 YD ROLL OFF DUMP, 4/9/20 - WATER	04/20/2020	180.00	.00	20-6150 M & R - SYSTEM	0	5/20		
230	J & M SANITATION, INC.	04272020JMM		25 YD ROLL OFF DUMP, 4/9/20 - SEWER	04/20/2020	180.00	.00	21-6150 M & R - SYSTEM	0	5/20		
230	J & M SANITATION, INC.	04272020JMM		25 YD ROLL OFF DUMP, 4/9/20 - P.I	04/20/2020	90.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total 04272020JMMY:						960.00	.00					
230	J & M SANITATION, INC.	05012020-050		SANITATION RECEIPT TRANSFER 05/1-7/20	05/08/2020	50,618.75	50,618.75	26-7000 SOLID WASTE SERVICE FEES	0	5/20	05/08/2020	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
230	J & M SANITATION, INC.	05012020-050		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 05/01-07/20	05/08/2020	-5,001.13	-5,001.13	01-4170 FRANCHISE FEES	0	5/20	05/08/2020	
Total 05012020-05072020:						45,617.62	45,617.62					
230	J & M SANITATION, INC.	05012020J		SLUDGE REMOVAL, MAR' & APR.'20	05/01/2020	5,760.00	5,760.00	21-6153 M & R - SLUDGE DISPOSAL	0	5/20	05/01/2020	
Total 05012020J:						5,760.00	5,760.00					
Total J & M SANITATION, INC.:						62,949.35	61,989.35					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	257		JANITORIAL SERVICES FOR APRIL 2020, CITY HALL - ADMIN	04/08/2020	212.80	.00	01-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	257		JANITORIAL SERVICES FOR APRIL 2020, CITY HALL - WATER	04/08/2020	145.60	.00	20-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	257		JANITORIAL SERVICES FOR APRIL 2020, CITY HALL - SEWER	04/08/2020	145.60	.00	21-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	257		JANITORIAL SERVICES FOR APRIL 2020, CITY HALL - P.I	04/08/2020	56.00	.00	25-6025 JANITORIAL	0	5/20		
Total 257:						560.00	.00					
1976	JONATHAN STRICKLAND	259-04082020		JANITORIAL SERVICES FOR APRIL 2020, TREATMENT PLANT - WATER	04/08/2020	126.00	.00	20-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	259-04082020		JANITORIAL SERVICES FOR APRIL 2020, TREATMENT PLANT - SEWER	04/08/2020	126.00	.00	21-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	259-04082020		JANITORIAL SERVICES FOR APRIL 2020, TREATMENT PLANT - P.I	04/08/2020	48.00	.00	25-6025 JANITORIAL	0	5/20		

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 259-04082020S:						300.00	.00					
1976	JONATHAN STRICKLAND	268		JANITORIAL SERVICES FOR MAY 2020, TREATMENT PLANT - WATER	05/12/2020	126.00	.00	20-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	268		JANITORIAL SERVICES FOR MAY 2020, TREATMENT PLANT - SEWER	05/12/2020	126.00	.00	21-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	268		JANITORIAL SERVICES FOR MAY 2020, TREATMENT PLANT - P.I	05/12/2020	48.00	.00	25-6025 JANITORIAL	0	5/20		
Total 268:						300.00	.00					
1976	JONATHAN STRICKLAND	269		JANITORIAL SERVICES FOR MAY 2020, SENIOR CENTER	05/12/2020	446.00	.00	01-6025 JANITORIAL	1001	5/20		
Total 269:						446.00	.00					
1976	JONATHAN STRICKLAND	270		JANITORIAL SERVICES FOR MAY 2020, CITY HALL - ADMIN	05/12/2020	212.80	.00	01-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	270		JANITORIAL SERVICES FOR MAY 2020, CITY HALL - WATER	05/12/2020	145.60	.00	20-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	270		JANITORIAL SERVICES FOR MAY 2020, CITY HALL - SEWER	05/12/2020	145.60	.00	21-6025 JANITORIAL	0	5/20		
1976	JONATHAN STRICKLAND	270		JANITORIAL SERVICES FOR MAY 2020, CITY HALL - P.I	05/12/2020	56.00	.00	25-6025 JANITORIAL	0	5/20		
Total 270:						560.00	.00					
Total JONATHAN STRICKLAND:						2,166.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0133146		PROFESSIONAL SERVICES FOR KUNA URD ELIGIBILITY STUDY, 3/1-28/20	04/16/2020	4,742.40	.00	40-6020 CAPITAL IMPROVEMENTS	1217	5/20		

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 0133146:						4,742.40	.00					
1236	J-U-B ENGINEERS, INC.	0133353		PROFESSIONAL SERVICES FOR KUNA DOWNTOWN REVITALIZATION PHASE IIA & IIB, 3/1-28/20	04/21/2020	6,563.76	.00	03-6370 EXP. - DOWNTOWN REVITALIZATION	0	5/20		
Total 0133353:						6,563.76	.00					
Total J-U-B ENGINEERS, INC.:						11,306.16	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	04212020KA-0		PROFESSIONAL SERVICES 3/1-31/20, KUNA MODELING SUPPORT UPDATES AND TECH MEMO, B.BACHMAN, APR.'20	04/21/2020	22,620.00	.00	20-6045 C0NTINGENCY	1224	5/20		
Total 04212020KA-0000002:						22,620.00	.00					
Total KELLER ASSOCIATES, INC.:						22,620.00	.00					
KNIFE RIVER CORPORATION - MOUNTAIN WEST												
1524	KNIFE RIVER CORPORATION - MOUNTAIN WEST	05082020KR		PROFESSIONAL SERVICES, DOWNTOWN REVITALIZATION PHASE II, CDBG, MAY'20	05/08/2020	103,085.21	103,085.21	03-6370 EXP. - DOWNTOWN REVITALIZATION	0	5/20	05/08/2020	
Total 05082020KR:						103,085.21	103,085.21					
Total KNIFE RIVER CORPORATION - MOUNTAIN WEST:						103,085.21	103,085.21					
KUNA LUMBER												
499	KUNA LUMBER	A113676	9902	ADAPTER TO CONNECT NEW PUMP, T. SHAFFER, APRIL. 20	04/28/2020	10.87	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
Total A113676:						10.87	.00					
499	KUNA LUMBER	A114094	9978	REPAIR HYPOCHLORITE PIPE, T.SHAFFER, MAY'20	05/04/2020	8.96	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		

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 A114094:						8.96	.00					
499	KUNA LUMBER	A114104	9979	CAPS & PLUGS FOR CHAPPAROSA IRRIGATION STATION, J. WEBB, MAY '20	05/04/2020	8.38	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total A114104:						8.38	.00					
499	KUNA LUMBER	A114122	9982	CAPS, PIPES, SPRIKLER BOXES FOR IRRIGATION SERVICES AT SUNWOOD CT, J.WEBB. MAY. 20	05/05/2020	95.35	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total A114122:						95.35	.00					
499	KUNA LUMBER	A114241	10004	BRAIDED TUBE, CRIMSON PI STATION, J.OSBORN, MAY. '20	05/08/2020	1.80	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total A114241:						1.80	.00					
499	KUNA LUMBER	A114324	10012	WIRE MESH AND REBAR FOR A GRAVEL BUNKER, R.DAVILA, MAY'20 - WATER	05/11/2020	260.00	.00	20-6150 M & R - SYSTEM	0	5/20		
499	KUNA LUMBER	A114324	10012	WIRE MESH AND REBAR FOR A GRAVEL BUNKER, R.DAVILA, MAY'20 - SEWER	05/11/2020	260.00	.00	21-6150 M & R - SYSTEM	0	5/20		
499	KUNA LUMBER	A114324	10012	WIRE MESH AND REBAR FOR A GRAVEL BUNKER, R.DAVILA, MAY'20 - P.I	05/11/2020	99.04	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total A114324:						619.04	.00					
499	KUNA LUMBER	B137627	9977	MARKING PAINT, TAPE RULES, REBAR, BRASS PLUMB, BOLT SNAP, 12" DEMO RAZORBACK, GLOVES, FOR CITY HALL EXPANSION, S. HOWELL, MAY'20	05/04/2020	261.43	.00	01-6045 C0NTINGENCY	1220	5/20		

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	B137627	9977	SPRAY PAINT FOR WELL #6, S.HOWELL, MAY'20	05/04/2020	4.49	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/20		
499	KUNA LUMBER	B137627	9977	3 V BATTERY, WEDGE ANCHORS, BLUE FLAPPER, AND 18V BULB FOR FLEET SHOP, S.HOWELL, MAY'20 - ADMIN	05/04/2020	19.96	.00	01-6140 MAINT. & REPAIR BUILDING	0	5/20		
499	KUNA LUMBER	B137627	9977	3 V BATTERY, WEDGE ANCHORS, BLUE FLAPPER, AND 18V BULB FOR FLEET SHOP, S.HOWELL, MAY'20 - WATER	05/04/2020	7.98	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/20		
499	KUNA LUMBER	B137627	9977	3 V BATTERY, WEDGE ANCHORS, BLUE FLAPPER, AND 18V BULB FOR FLEET SHOP, S.HOWELL, MAY'20 - SEWER	05/04/2020	7.98	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
499	KUNA LUMBER	B137627	9977	SHINGLES FOR BERNIE FISHER PARK RESTROOM ROOF REPAIRS, B.WITHROW, MAY'20	05/04/2020	36.85	.00	01-6140 MAINT. & REPAIR BUILDING	1004	5/20		
499	KUNA LUMBER	B137627		3 V BATTERY, WEDGE ANCHORS, BLUE FLAPPER, AND 18V BULB FOR FLEET SHOP, S.HOWELL, MAY'20 - P.I	05/04/2020	4.00	.00	25-6140 MAINT & REPAIR BUILDING	0	5/20		
Total B137627:						342.69	.00					
499	KUNA LUMBER	B138068	9940	PARTS FOR OFFICE AT LAGOONS, R.WARWICK, APR.'20	04/27/2020	112.68	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
Total B138068:						112.68	.00					
499	KUNA LUMBER	B138175	9967	5 BAGS OF CONCRETE FOR GRAVITY IRRIGATION AT 4TH STREET, M. DAVILA, MAY. 20	05/01/2020	21.40	.00	25-6115 MAINT & REPAIR-SYSTEM-GRAVITY	0	5/20		
Total B138175:						21.40	.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
499	KUNA LUMBER	B138310	9983	WIRE CUTTERS AND CLAMPS FOR INSTALLING SERVICE FOR IRRIGATION AT SUNWOOD CT, J.WEBB, MAY'20	05/05/2020	5.36	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total B138310:						5.36	.00					
499	KUNA LUMBER	B138367	9991	SCREWS FOR PI AT SOURWOOD PROJECT, J.OSBORN, MAY. '20	05/06/2020	5.04	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total B138367:						5.04	.00					
499	KUNA LUMBER	B138400	9996	CHAINS FOR BERNIE FISHER TABLES, S. JONES, MAY '20	05/07/2020	45.18	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total B138400:						45.18	.00					
499	KUNA LUMBER	B138486	10005	RAKE AND ATTACHMENTS FOR THE FARM, C.MCDANIEL, MAY'20	05/08/2020	76.91	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total B138486:						76.91	.00					
499	KUNA LUMBER	B138594	10009	PIPE FITTINGS THREAD TAPE FOR WEST WELL REPAIR AT FARM, R. WARWICK, MAY '20	05/11/2020	12.10	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total B138594:						12.10	.00					
499	KUNA LUMBER	E8741	9867	PVC FITTINGS, COUPLERS, ADAPTERS, M.DAVILA, APR.'20	05/10/2020	32.03	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total E8741:						32.03	.00					
499	KUNA LUMBER	E9027	9943	DRAIN AND PIPE FITTINGS ,CLEANING SUPPLIES FOR THE OFFICE AT								

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
				LAGOON, R. WARWICK, APRIL. 20	04/28/2020	37.53	.00	21-6140 MAINT & REPAIR BUILDING	0	5/20		
Total E9027:						37.53	.00					
499	KUNA LUMBER	E9028	9958	CAULK, GALVANIZED NIPPLES, SPRINKLER HEAD, FIRRING STRIPS, R. WARWICK, APRIL. '20	04/29/2020	30.22	.00	21-6150 M & R - SYSTEM	0	5/20		
Total E9028:						30.22	.00					
499	KUNA LUMBER	E9158	9981	100' CHANNEL LOCK REEL, T. FLEMING, MAY. 20	05/05/2020	19.79	.00	21-6175 SMALL TOOLS	0	5/20		
Total E9158:						19.79	.00					
499	KUNA LUMBER	E9162	9984	WEST WELL FARM UPGRADES, R. WARWICK, MAY . '20	05/05/2020	89.72	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total E9162:						89.72	.00					
499	KUNA LUMBER	E9172	9998	3 KEYS FOR WATER CREW, M. DAVILA, MAY.'20	05/07/2020	6.45	.00	20-6150 M & R - SYSTEM	0	5/20		
Total E9172:						6.45	.00					
Total KUNA LUMBER:						1,581.50	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	2607	9863	WELDING PLATE TO B DECK IN BASEMENT ENTRANCE AT CITY HALL, APR.'20	04/09/2020	188.40	.00	01-6045 C0NTINGENCY	1220	5/20		
Total 2607:						188.40	.00					
Total KUNA MACHINE LLC:						188.40	.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
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	04302020KRF		KUNA RURAL FIRE DISTRICT IMPACT FEES, APR.'20	04/30/2020	64,936.00	64,936.00	01-2511 KRFD IMPACT FEE TRANSFER	0	5/20	05/08/2020	
Total 04302020KRFDI:						64,936.00	64,936.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						64,936.00	64,936.00					
KUNA RURAL FIRE DISTRICT (PLAN REVIEW)												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	04302020KRF		KUNA RURAL FIRE DISTRICT PLAN REVIEW FEES, APR.'20	04/30/2020	1,325.20	1,325.20	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	5/20	05/08/2020	
Total 04302020KRFDPR:						1,325.20	1,325.20					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						1,325.20	1,325.20					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800415524	9838	BACKHOE TIRE REPAIRED, S.HOWELL, APR.'20	04/06/2020	145.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
Total 12800415524:						145.98	.00					
Total LES SCHWAB TIRES:						145.98	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR844020		CONTRACT BASE RATE (5/3-6/2/20) AND CONTRACT OVERAGE CHARGES (4/3-5/2/20), COPIER MODEL#MCP4504EX, SERIAL #C737M540155 & C737M540938, CITY HALL - ADMIN	05/05/2020	118.41	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	5/20		
1619	LOCAHAN LLC	AR844020		CONTRACT BASE RATE (5/3-6/2/20) AND CONTRACT OVERAGE CHARGES (4/3-5/2/20), COPIER MODEL#MCP4504EX, SERIAL #C737M540155 & C737M540938, CITY HALL - P & Z	05/05/2020	42.29	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	5/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1619	LOCAHAN LLC	AR844020		CONTRACT BASE RATE (5/3-6/2/20) AND CONTRACT OVERAGE CHARGES (4/3-5/2/20), COPIER MODEL#MCP4504EX, SERIAL #C737M540155 & C737M540938, CITY HALL - WATER	05/05/2020	109.95	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	5/20		
1619	LOCAHAN LLC	AR844020		CONTRACT BASE RATE (5/3-6/2/20) AND CONTRACT OVERAGE CHARGES (4/3-5/2/20), COPIER MODEL#MCP4504EX, SERIAL #C737M540155 & C737M540938, CITY HALL - SEWER	05/05/2020	109.95	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
1619	LOCAHAN LLC	AR844020		CONTRACT BASE RATE (5/3-6/2/20) AND CONTRACT OVERAGE CHARGES (4/3-5/2/20), COPIER MODEL#MCP4504EX, SERIAL #C737M540155 & C737M540938, CITY HALL - P.I	05/05/2020	42.29	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
Total AR844020:						422.89	.00					
Total LOCAHAN LLC:						422.89	.00					
MILLIPORE CORPORATION												
1421	MILLIPORE CORPORATION	9393816	9950	FILTERS, UV LAMPS, POLISHING CARTRIDGE, PRE-TREATMENT PACK, PURIFICATION CARTRIDGE, ALL FOR DEIONIZED WATER SYSTEM, T. SHAFFER, APRIL. '20	04/30/2020	3,050.41	.00	21-6152 M & R - LABORATORY COSTS	0	5/20		
Total 9393816:						3,050.41	.00					
Total MILLIPORE CORPORATION:						3,050.41	.00					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	04212020MM		REIMBURSEMENT, PURCHASE OF HAND SANITIZER FOR EMPLOYEE USE, M.MEADE,								

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
				APR.'20 - ADMIN	05/01/2020	70.30	70.30	01-6165 OFFICE SUPPLIES	0	5/20	05/01/2020	
1849	MISCELLANEOUS VENDORS 2	04212020MM		REIMBURSEMENT, PURCHASE OF HAND SANITIZER FOR EMPLOYEE USE, M.MEADE, APR.'20 - WATER	05/01/2020	48.10	48.10	20-6165 0FFICE SUPPLIES	0	5/20	05/01/2020	
1849	MISCELLANEOUS VENDORS 2	04212020MM		REIMBURSEMENT, PURCHASE OF HAND SANITIZER FOR EMPLOYEE USE, M.MEADE, APR.'20 - SEWER	05/01/2020	48.10	48.10	21-6165 OFFICE SUPPLIES	0	5/20	05/01/2020	
1849	MISCELLANEOUS VENDORS 2	04212020MM		REIMBURSEMENT, PURCHASE OF HAND SANITIZER FOR EMPLOYEE USE, M.MEADE, APR.'20 - P.I	05/01/2020	18.50	18.50	25-6165 OFFICE SUPPLIES	0	5/20	05/01/2020	
Total 04212020MM:						185.00	185.00					
1849	MISCELLANEOUS VENDORS 2	04302020ICCU		REFUND MUSIC ON THE GREENBELT SPONSORSHIP	04/30/2020	1,500.00	1,500.00	03-4225 REVENUE - ART SHOWS	0	5/20	05/01/2020	
Total 04302020ICCU:						1,500.00	1,500.00					
1849	MISCELLANEOUS VENDORS 2	05012020PP		GREYHAWK SUB NO 09 CASH BOND, RESOLUTION R82-2019	05/01/2020	254,373.29	254,373.29	30-2075 UNEARNED REVENUE	0	5/20	05/01/2020	
Total 05012020PP:						254,373.29	254,373.29					
1849	MISCELLANEOUS VENDORS 2	05082020MRS		REFUND ON BUILDING PERMIT #22898	05/08/2020	813.75	813.75	20-4505 NEW SERVICE CONNECTION	0	5/20	05/08/2020	
1849	MISCELLANEOUS VENDORS 2	05082020MRS		REFUND ON BUILDING PERMIT #22898	05/08/2020	1,067.25	1,067.25	25-4504 PI MAIN CAPACITY FEE	0	5/20	05/08/2020	
1849	MISCELLANEOUS VENDORS 2	05082020MRS		REFUND ON BUILDING PERMIT #22898	05/08/2020	315.70	315.70	01-2511 KRFD IMPACT FEE TRANSFER	0	5/20	05/08/2020	
1849	MISCELLANEOUS VENDORS 2	05082020MRS		REFUND ON BUILDING PERMIT #22898	05/08/2020	30.80	30.80	51-4650 POLICE IMPACT FEE				

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
								REVENUE	0	5/20	05/08/2020	
Total 05082020MRS:						2,227.50	2,227.50					
1849	MISCELLANEOUS VENDORS 2	05112020AM		AMBER MEAD, PARK RESERVATION REFUND DUE TO COVID-19	05/11/2020	90.00	.00	01-4195 RENTAL INCOME	1004	5/20		
Total 05112020AM:						90.00	.00					
Total MISCELLANEOUS VENDORS 2:						258,375.79	258,285.79					
PARTS, INC.												
470	PARTS, INC.	211916	9944	FIX WINDSHIELD WASHER ON F350, S. HOWELL, APRIL '20	04/28/2020	21.40	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	5/20		
Total 211916:						21.40	.00					
470	PARTS, INC.	212017	9957	TURN SIGNAL LIGHTS FOR TRUCK #26 SEWER TRUCK, S. HOWELL, APRIL '20	04/29/2020	6.99	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		
Total 212017:						6.99	.00					
470	PARTS, INC.	212254	9972	KUBOTA AIR FILTER , S. HOWELL, MAY. '20	05/04/2020	50.95	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
Total 212254:						50.95	.00					
470	PARTS, INC.	212473	9994	WEEDEATERS 2 CYCLE ENGINE OIL, B. VILLANUEVA, MAY '20	05/06/2020	15.92	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
Total 212473:						15.92	.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
470	PARTS, INC.	212556		DIESEL EXHAUST FLUID FOR TRUCK # 29, J. OSBORN, MAY. '20	05/07/2020	19.98	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		
470	PARTS, INC.	212556		DIESEL EXHAUST FLUID FOR TRUCK # 29, J. OSBORN, MAY. '20	05/07/2020	5.00	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	5/20		
Total 212556:						24.98	.00					
470	PARTS, INC.	212589	10003	TRI-POWER V-BELT FOR SENIOR CENTER AC, S. HOWELL, MAY. '20	05/08/2020	13.58	.00	01-6140 MAINT. & REPAIR BUILDING	1001	5/20		
Total 212589:						13.58	.00					
470	PARTS, INC.	212591	10003	2 EA FAN BELT FOR SENIOR CENTER AC, S. HOWELL, MAY. '20	05/08/2020	9.01	.00	01-6140 MAINT. & REPAIR BUILDING	1001	5/20		
Total 212591:						9.01	.00					
470	PARTS, INC.	212737	10011	RIVET FOR RTV, J. DURHAM MAY. '20	05/11/2020	6.23	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
Total 212737:						6.23	.00					
470	PARTS, INC.	212742	10010	GREASE FOR SHOP EQUIPMENT, J. DURHAM, MAY. '20	05/11/2020	26.45	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
Total 212742:						26.45	.00					
Total PARTS, INC.:						175.51	.00					
PATAGONIA DEVELOPMENT LLC												
1888	PATAGONIA DEVELOPMENT LLC	05052020PD		PATAGONIA SUB NO 05 CASH BOND RELEASE, RESOLUTION R18-2020	05/05/2020	102,251.25	102,251.25	30-2075 UNEARNED REVENUE	0	5/20	05/05/2020	

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 05052020PD:						102,251.25	102,251.25					
1888	PATAGONIA DEVELOPMENT LLC	05082020PD		PATAGONIA SUB NO 04 CASH BOND RELEASE, RESOLUTION #R72-2019	05/08/2020	72,647.31	72,647.31	30-2075 UNEARNED REVENUE	0	5/20	05/08/2020	
Total 05082020PD:						72,647.31	72,647.31					
Total PATAGONIA DEVELOPMENT LLC:						174,898.56	174,898.56					
PUMPTECH INC												
1759	PUMPTECH INC	0156692-IN	9906	72 PAILS CHLORINE TABLETS, T.SHAFFER, APR.'20	04/22/2020	7,560.00	.00	21-6152 M & R - LABORATORY COSTS	0	5/20		
Total 0156692-IN:						7,560.00	.00					
Total PUMPTECH INC:						7,560.00	.00					
QUADIENT FINANCE USA INC												
1770	QUADIENT FINANCE USA INC	04302020QF		POSTAGE METER REFILL, APR.'20 - ADMIN	04/30/2020	140.00	.00	01-6190 P0STAGE & BILLING	0	5/20		
1770	QUADIENT FINANCE USA INC	04302020QF		POSTAGE METER REFILL, APR.'20 - P & Z	04/30/2020	50.00	.00	01-6190 P0STAGE & BILLING	1003	5/20		
1770	QUADIENT FINANCE USA INC	04302020QF		POSTAGE METER REFILL, APR.'20 - WATER	04/30/2020	130.00	.00	20-6190 P0STAGE & BILLING	0	5/20		
1770	QUADIENT FINANCE USA INC	04302020QF		POSTAGE METER REFILL, APR.'20 - SEWER	04/30/2020	130.00	.00	21-6190 P0STAGE & BILLING	0	5/20		
1770	QUADIENT FINANCE USA INC	04302020QF		POSTAGE METER REFILL, APR.'20 - P.I	04/30/2020	50.00	.00	25-6190 P0STAGE & BILLING	0	5/20		
Total 04302020QF:						500.00	.00					
Total QUADIENT FINANCE USA INC:						500.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
QUADIENT LEASING USA, INC												
615	QUADIENT LEASING USA, INC	8286785		MAIL METERING LEASE PAYMENT, 3/2-6/1/20 - ADMIN	05/01/2020	121.99	.00	01-6190 P0STAGE & BILLING	0	5/20		
615	QUADIENT LEASING USA, INC	8286785		MAIL METERING LEASE PAYMENT, 3/2-6/1/20 - WATER	05/01/2020	185.88	.00	20-6190 P0STAGE & BILLING	0	5/20		
615	QUADIENT LEASING USA, INC	8286785		MAIL METERING LEASE PAYMENT, 3/2-6/1/20 - SEWER	05/01/2020	185.88	.00	21-6190 P0STAGE & BILLING	0	5/20		
615	QUADIENT LEASING USA, INC	8286785		MAIL METERING LEASE PAYMENT, 3/2-6/1/20 - P.I	05/01/2020	69.71	.00	25-6190 P0STAGE & BILLING	0	5/20		
615	QUADIENT LEASING USA, INC	8286785		MAIL METERING LEASE PAYMENT, 3/2-6/1/20 - P & Z	05/01/2020	17.43	.00	01-6190 P0STAGE & BILLING	1003	5/20		
Total 8286785:						580.89	.00					
Total QUADIENT LEASING USA, INC:						580.89	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	1484009	9990	FARM SPRINKLER PARTS, R. WARWICK, MAY. 20	05/06/2020	342.00	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 1484009:						342.00	.00					
Total RAIN FOR RENT:						342.00	.00					
RED SKY INC												
1962	RED SKY INC	41504		MARKETING WEBINAR BOOTCAMP SPONSORSHIP, L.HOLLAND, APR.'20	04/30/2020	250.00	.00	01-6202 PR0FESSI0NAL SERVICES	4000	5/20		
Total 41504:						250.00	.00					
Total RED SKY INC:						250.00	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5059453972		COPY COUNTS FOR MODEL #IMC2000, SERIAL #C86262110, AT ORCHARD PARKS OFFICE, MAY'20	05/01/2020	5.54	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		

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 5059453972:					5.54	.00					
	Total RICOH USA, INC. (MAINTENANCE):					5.54	.00					
RIDLEY'S FOOD CORP												
1673	RIDLEY'S FOOD CORP	012000041007	9927	LOCK FOR FILE CABINET, B. JACKSON, APRIL. 20	04/24/2020	7.99	.00	01-6165 OFFICE SUPPLIES	0	5/20		
	Total 012000041007-448:					7.99	.00					
1673	RIDLEY'S FOOD CORP	013000150944		FLUSH VALVE SEAL FOR CITY HALL BATHROOM, S.HOWELL, APR.'20	04/21/2020	8.59	.00	01-6140 MAINT. & REPAIR BUILDING	0	5/20		
	Total 013000150944-448:					8.59	.00					
	Total RIDLEY'S FOOD CORP:					16.58	.00					
RIMI INC												
1991	RIMI INC	04302020RIMI		COMMERCIAL MECHANICAL PERMITS, APR.'20	04/30/2020	1,196.64	1,196.64	01-6052 CONTRACT SERVICES	1005	5/20	05/08/2020	
	Total 04302020RIMI:					1,196.64	1,196.64					
	Total RIMI INC:					1,196.64	1,196.64					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	10527	10014	62 WORK SHIRTS WITH EMBROIDERY FOR PARKS MAINTENANCE STAFF, J. LORENTZ, MAY. '20	05/11/2020	574.25	.00	01-6285 UNIF0RMS	1004	5/20		
	Total 10527:					574.25	.00					
	Total SALUTE VENTURES INC:					574.25	.00					

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SELECT CUT STAKES AND WOOD PRODUCTS												
1725	SELECT CUT STAKES AND WOOD PRODUCTS	622	9751	MARKING PAINT, T.RIVERA, MAR.'20	03/14/2020	1,190.00	.00	20-6150 M & R - SYSTEM	0	5/20		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	622	9751	MARKING PAINT, T.RIVERA, MAR.'20	03/14/2020	1,190.00	.00	21-6150 M & R - SYSTEM	0	5/20		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	622	9751	MARKING PAINT, T.RIVERA, MAR.'20	03/14/2020	453.32	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	5/20		
Total 622:						2,833.32	.00					
Total SELECT CUT STAKES AND WOOD PRODUCTS:						2,833.32	.00					
SHARP ELECTRONICS CORP-METERED												
1806	SHARP ELECTRONICS CORP-METERED	12265157		EXCESS METER READINGS 3/1 -23/20, MODEL #MX2615N, SERIAL #55096581, TREATMENT PLANT - WATER	04/30/2020	45.37	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	5/20		
1806	SHARP ELECTRONICS CORP-METERED	12265157		EXCESS METER READINGS 3/1 -23/20, MODEL #MX2615N, SERIAL #55096581, TREATMENT PLANT - SEWER	04/30/2020	45.37	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
1806	SHARP ELECTRONICS CORP-METERED	12265157		EXCESS METER READINGS 3/1 -23/20, MODEL #MX2615N, SERIAL #55096581, TREATMENT PLANT - P.I	04/30/2020	17.29	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
Total 12265157:						108.03	.00					
Total SHARP ELECTRONICS CORP-METERED:						108.03	.00					
SPF WATER ENGINEERING, L.L.C.												
1498	SPF WATER ENGINEERING, L.L.C.	28022		PROFESSIONAL SERVICES, HYDROLOGIST/ENGINEER, TEST WELL, APR.'20	04/30/2020	613.50	.00	20-6020 CAPITAL IMPR0VEMENTS	1225	5/20		
Total 28022:						613.50	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total SPF WATER ENGINEERING, L.L.C.:						613.50	.00					
THE JORDEL COMPANY												
1523	THE JORDEL COMPANY	000000004678	9907	LABELS, J.COULTER, APR.'20	04/21/2020	225.00	.00	01-6165 OFFICE SUPPLIES	1005	5/20		
Total 000000004678:						225.00	.00					
1523	THE JORDEL COMPANY	00000004686	9914	FINAL ELECTRICAL INSPECTION, D. STEPHENS, APRIL. '20-BLD	04/22/2020	80.00	.00	01-6165 OFFICE SUPPLIES	1005	5/20		
Total 00000004686:						80.00	.00					
Total THE JORDEL COMPANY:						305.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06698825	9954	COFFEE, WATER, CUPS AND CREAMER, D. CROSSLEY, APRIL '20	04/30/2020	77.16	.00	20-6165 0FFICE SUPPLIES	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06698825	9954	COFFEE, WATER, CUPS AND CREAMER, D. CROSSLEY, APRIL '20	04/30/2020	77.16	.00	21-6165 OFFICE SUPPLIES	0	5/20		
992	TREASURE VALLEY COFFEE	2160:06698825		COFFE, WATER, CUPS AND CREAMER. D. CROSSLEY, APRIL. '20	04/30/2020	29.40	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 2160:06698825:						183.72	.00					
992	TREASURE VALLEY COFFEE	2160:06733835	10027	4 EA 5-GALLON WATER BOTTLES, PARK, MAY. '20	05/13/2020	22.80	.00	01-6165 OFFICE SUPPLIES	1004	5/20		
Total 2160:06733835:						22.80	.00					
992	TREASURE VALLEY COFFEE	2160:06734261		6 EA 5-GALLON WATER BOTTLES, CITY HALL, MAY. '20	05/13/2020	34.20	.00	01-6165 OFFICE SUPPLIES	0	5/20		

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 2160:06734261:					34.20	.00					
992	TREASURE VALLEY COFFEE	2160:06734385	10027	8 EA 5-GALLON WATER BOTTLES, PARKS, MAY. '20	05/13/2020	45.60	.00	01-6165 OFFICE SUPPLIES	1004	5/20		
	Total 2160:06734385:					45.60	.00					
	Total TREASURE VALLEY COFFEE:					286.32	.00					
TURF EQUIPMENT & IRRIGATION INC												
1969	TURF EQUIPMENT & IRRIGATION INC	759492-00		ADAPTER & HOSE FOR SPRAYER RIG, M. MEADE, APRIL. '20	04/30/2020	91.57	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/20		
	Total 759492-00:					91.57	.00					
	Total TURF EQUIPMENT & IRRIGATION INC:					91.57	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	104300990040	9852	MERIDIAN TRANSFER STATION, J.MORFIN, APR'.20	04/08/2020	112.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
	Total 10430099004000019146:					112.00	.00					
1444	U.S. BANK (VISA)	104300990040	9852	MERIDIAN TRANSFER STATION, J.MORFIN, APR'.20	04/08/2020	60.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
	Total 10430099004000019559:					60.00	.00					
1444	U.S. BANK (VISA)	105900880837	9810	CYMAX BUSINESS, 4 EA-BOOKCASES, FOR COUNCIL CHAMBERS, N. STANLEY, MAR. '20 - ADMIN	03/28/2020	399.56	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	105900880837	9810	CYMAX BUSINESS, 4 EA-BOOKCASES, FOR COUNCIL CHAMBERS, N. STANLEY, MAR. '20 - WATER	03/28/2020	17.76	.00	20-6165 0FFICE SUPPLIES	0	5/20		

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)	105900880837	9810	CYMAX BUSINESS, 4 EA-BOOKCASES, FOR COUNCIL CHAMBERS, N. STANLEY, MAR. '20 - SEWER	03/28/2020	17.76	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	105900880837	9810	CYMAX BUSINESS, 4 EA-BOOKCASES, FOR COUNCIL CHAMBERS, N. STANLEY, MAR. '20 - P.I	03/28/2020	8.88	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 10590088083710594359:						443.96	.00					
1444	U.S. BANK (VISA)	105901010837		CYMAX.COM, 2 BOOKCASES FOR COUNCIL CHAMBERS, N.STANLEY, APR.'20 - ADMIN	04/10/2020	99.89	.00	01-6165 OFFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	105901010837		CYMAX.COM, 2 BOOKCASES FOR COUNCIL CHAMBERS, N.STANLEY, APR.'20 - WATER	04/10/2020	4.44	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	105901010837		CYMAX.COM, 2 BOOKCASES FOR COUNCIL CHAMBERS, N.STANLEY, APR.'20 - SEWER	04/10/2020	4.44	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	105901010837		CYMAX.COM, 2 BOOKCASES FOR COUNCIL CHAMBERS, N.STANLEY, APR.'20 - P.I	04/10/2020	2.22	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 10590101083716963999:						110.99	.00					
1444	U.S. BANK (VISA)	130800990901	9842	ALIBABA, BUTTON MAKER, FOR RANGER PROGRAM, J.MORFIN	04/07/2020	88.54	.00	01-6265 TRAINING & SCH00LING	1086	5/20		
Total 13080099090186564498:						88.54	.00					
1444	U.S. BANK (VISA)	310601080837		AMAZON.COM, WIRELESS KEYBOARD AND MOUSE, M.BORZICK, APR.'20 - WATER	04/17/2020	23.14	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	310601080837		AMAZON.COM, WIRELESS KEYBOARD AND MOUSE, M.BORZICK, APR.'20 - SEWER	04/17/2020	23.15	.00	21-6165 OFFICE SUPPLIES	0	5/20		

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)	310601080837		AMAZON.COM, WIRELESS KEYBOARD AND MOUSE, M.BORZICK, APR.'20 - P.I	04/17/2020	8.82	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 31060108083725659098:						55.11	.00					
1444	U.S. BANK (VISA)	310601110833	9840	AMAZON.COM, TRI-POD, A.WELKER, APR.'20	04/20/2020	29.99	.00	01-6165 OFFICE SUPPLIES	0	5/20		
Total 31060111083331311709:						29.99	.00					
1444	U.S. BANK (VISA)	330900914005		IDAHO.GOV, LICENSING RENEWAL, T.FLEMING, MAR.'20	03/31/2020	30.00	.00	21-6075 DUES & MEMBERSHIPS	0	5/20		
Total 33090091400540008411:						30.00	.00					
1444	U.S. BANK (VISA)	330900914005		IDAHO.GOV, LICENSE RENEWAL, T.FLEMING, MAR.'20	03/31/2020	30.00	.00	21-6075 DUES & MEMBERSHIPS	0	5/20		
Total 33090091400540008528:						30.00	.00					
1444	U.S. BANK (VISA)	330900914005		IDAHO.GOV, LICENSE RENEWAL, T.FLEMING, MAR.'20	03/31/2020	30.00	.00	21-6075 DUES & MEMBERSHIPS	0	5/20		
Total 33090091400540008619:						30.00	.00					
1444	U.S. BANK (VISA)	365401060109		LEXJET LLC, CUTTER WITH CLUTCH, M.BORZICK, APR.'20 - WATER	04/14/2020	33.39	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	365401060109		LEXJET LLC, CUTTER WITH CLUTCH, M.BORZICK, APR.'20 - SEWER	04/14/2020	33.39	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	365401060109		LEXJET LLC, CUTTER WITH CLUTCH, M.BORZICK, APR.'20 - P.I	04/14/2020	12.71	.00	25-6165 OFFICE SUPPLIES	0	5/20		

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 36540106010982936651:						79.49	.00					
1444	U.S. BANK (VISA)	365401070109		LEXJET LLC, REFUND/CREDIT SALES TAX CHARGED, M.BORZICK, APR.'20 - WATER	04/15/2020	-9.13	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	365401070109		LEXJET LLC, REFUND/CREDIT SALES TAX CHARGED, M.BORZICK, APR.'20 - SEWER	04/15/2020	-9.13	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	365401070109		LEXJET LLC, REFUND/CREDIT SALES TAX CHARGED, M.BORZICK, APR.'20 - P.I	04/15/2020	-3.47	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 36540107010984996236:						-21.73	.00					
1444	U.S. BANK (VISA)	374700880000		PREP BLAST, CLASS CANCELLATION, REFUND, D.CROSSLEY - M.SMITH/MAR.'20 - WATER	03/27/2020	-17.20	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	5/20		
1444	U.S. BANK (VISA)	374700880000		PREP BLAST, CLASS CANCELLATION, REFUND, D.CROSSLEY - M.SMITH/MAR.'20 - P.I	03/27/2020	-4.30	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	5/20		
Total 37470088000015424436:						-21.50	.00					
1444	U.S. BANK (VISA)	619700872064	9807	360 WATER, 3 COURSE CREDITS FOR OPERATOR LICENSE RENEWAL, T.FLEMING, MAR.'20	03/26/2020	90.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	5/20		
Total 61970087206401600038:						90.00	.00					
1444	U.S. BANK (VISA)	697901145004		KJ SUPER WASH, TRUCK WASHED, APR.'20 - WATER	04/22/2020	4.20	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		
1444	U.S. BANK (VISA)	697901145004		KJ SUPER WASH, TRUCK WASHED, APR.'20 - SEWER	04/22/2020	4.20	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/20		

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)	697901145004		KJ SUPER WASH, TRUCK WASHED, APR.'20 - P.I	04/22/2020	1.60	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	5/20		
Total 69790114500415356546:						10.00	.00					
1444	U.S. BANK (VISA)	893000934796	9832	J P COOKE CO, 500 DOG TAGS, 200 O-RINGS, N STANLEY, APRIL. '20	04/01/2020	104.10	.00	01-6005 ANIMAL CONTROL SERVICES	0	5/20		
Total 89300093479600288794:						104.10	.00					
1444	U.S. BANK (VISA)	921500928525		PAYPAL DANIELLEDUG, ADOBE ACROBAT DC CONTINUOUS WINDOWS DOWNLOAD, M.BORZICK, MAR.'20 - WATER	03/31/2020	42.00	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	921500928525		PAYPAL DANIELLEDUG, ADOBE ACROBAT DC CONTINUOUS WINDOWS DOWNLOAD, M.BORZICK, MAR.'20 - SEWER	03/31/2020	41.99	.00	21-6165 OFFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	921500928525		PAYPAL DANIELLEDUG, ADOBE ACROBAT DC CONTINUOUS WINDOWS DOWNLOAD, M.BORZICK, MAR.'20 - P.I	03/31/2020	16.00	.00	25-6165 OFFICE SUPPLIES	0	5/20		
Total 92150092852553806820:						99.99	.00					
1444	U.S. BANK (VISA)	921600911001	9828	HP.COM, GIFT CARDS FOR PRINTER PURCHASE, M.BORZICK, MAR.'20 - P & Z	03/31/2020	500.00	.00	01-6175 SMALL TOOLS	1003	5/20		
1444	U.S. BANK (VISA)	921600911001	9828	HP.COM, GIFT CARDS FOR PRINTER PURCHASE, M.BORZICK, MAR.'20 - BUILDING DEPT	03/31/2020	500.00	.00	01-6175 SMALL TOOLS	1005	5/20		
Total 92160091100193173609:						1,000.00	.00					
1444	U.S. BANK (VISA)	921600921007	9828	HP.COM, GIFT CARDS FOR PRINTER PURCHASE, M.BORZICK, APR.'20 - P & Z	04/01/2020	500.00	.00	01-6175 SMALL TOOLS	1003	5/20		

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)	921600921007	9828	HP.COM, GIFT CARDS FOR PRINTER PURCHASE, M.BORZICK, APR.'20 - BUILDING DEPT	04/01/2020	500.00	.00	01-6175 SMALL TOOLS	1005	5/20		
Total 92160092100753721010:						1,000.00	.00					
1444	U.S. BANK (VISA)	921600921007	9828	HP.COM, PRINTER PURCHSE, M.BORZICK, APR.'20 - P & Z	04/01/2020	428.88	.00	01-6175 SMALL TOOLS	1003	5/20		
1444	U.S. BANK (VISA)	921600921007	9828	HP.COM, PRINTER PURCHSE, M.BORZICK, APR.'20 - BUILDING DEPT	04/01/2020	428.87	.00	01-6175 SMALL TOOLS	1005	5/20		
Total 92160092100769761935:						857.75	.00					
1444	U.S. BANK (VISA)	921600971006		HP.COM, REFUND/CREDIT OF SALES TAX CHARGED, M.BORZICK, APR.'20 -P & Z	04/06/2020	-80.88	.00	01-6175 SMALL TOOLS	1003	5/20		
1444	U.S. BANK (VISA)	921600971006		HP.COM, REFUND/CREDIT OF SALES TAX CHARGED, M.BORZICK, APR.'20 - BUILDING DEPT	04/06/2020	-80.88	.00	01-6175 SMALL TOOLS	1005	5/20		
Total 92160097100622221424:						-161.76	.00					
1444	U.S. BANK (VISA)	921601011006	9856	AMAZON, HAND PUMP, T.SHAFFER, APR.'20	04/10/2020	139.99	.00	21-6090 FARM EXPENDITURES	0	5/20		
Total 92160101100666818522:						139.99	.00					
1444	U.S. BANK (VISA)	921601131003	9913	PERSONALIZATION MALL, DEPARTURE GIFT, N.STAUFFER, APR.'20-WATER	04/22/2020	21.58	.00	20-6165 0FFICE SUPPLIES	0	5/20		
1444	U.S. BANK (VISA)	921601131003		PERSONALIZATION MALL, DEPARTURE GIFT, N.STAUFFER, APR.'20-SEWER	04/22/2020	21.58	.00	21-6165 OFFICE SUPPLIES	0	4/20		

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)	921601131003		PERSONALIZATION MALL, DEPARTURE GIFT, N.STAUFFER, APR.'20-PI	04/22/2020	8.23	.00	25-6165 OFFICE SUPPLIES	0	4/20		
Total 92160113100367890669:						51.39	.00					
1444	U.S. BANK (VISA)	939801160264	9926	ZOOM MEETINGS, C.ENGELS, APR.'20	04/24/2020	299.80	.00	01-6165 OFFICE SUPPLIES	0	5/20		
Total 93980116026459687052:						299.80	.00					
Total U.S. BANK (VISA):						4,518.11	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	48566804	9894	ALUMINUM SULFATE, T.SHAFFER. APRIL .'20	04/24/2020	6,248.64	.00	21-6151 M & R - PROCESS CHEMICALS	0	5/20		
Total 48566804:						6,248.64	.00					
1410	UNIVAR SOLUTIONS USA, INC.	48569835	9933	CITRIC ACID, T. SHAFFER, APRIL. 20	04/28/2020	4,828.24	.00	21-6151 M & R - PROCESS CHEMICALS	0	5/20		
Total 48569835:						4,828.24	.00					
1410	UNIVAR SOLUTIONS USA, INC.	48569836	9933	SODIUM HYPOCHLORIDE, T. SHAFFER, APRIL. 20	04/28/2020	1,742.74	.00	21-6151 M & R - PROCESS CHEMICALS	0	5/20		
Total 48569836:						1,742.74	.00					
Total UNIVAR SOLUTIONS USA, INC.:						12,819.62	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	215810	9922	1 EA-HACH PHOTOCELL ASSEMBLY REPLACEMENT KIT FOR TURBIDITY SENSORS IN THE PROCESS BUILDING, T. SHAFFER, APRIL. '20	04/23/2020	561.33	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		

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 215810:						561.33	.00					
265	USA BLUE BOOK	216427	9922	1 EA HACH PHOTOCELL ASSEMBLY REPLACEMENT KIT FOR TURBIDITY SENSORS IN THE PROCESS BUILDING, T. SHAFFER, APRIL. '20	04/23/2020	480.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/20		
Total 216427:						480.00	.00					
Total USA BLUE BOOK:						1,041.33	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	100630.03		KAYLA M DAVIES, 176 S TITAN PL, UTILITY REFUND	05/08/2020	4.40	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	100630.03		KAYLA M DAVIES, 176 S TITAN PL, UTILITY REFUND	05/08/2020	19.21	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	100630.03		KAYLA M DAVIES, 176 S TITAN PL, UTILITY REFUND	05/08/2020	11.32	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 100630.03:						34.93	.00					
2004	UTILITY REFUND #9	111170.01		BETTY MAHAN, 642 N QUARTER MOON AVE, UTILITY REFUND	05/04/2020	50.52	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	111170.01		BETTY MAHAN, 642 N QUARTER MOON AVE, UTILITY REFUND	05/04/2020	14.22	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	111170.01		BETTY MAHAN, 642 N QUARTER MOON AVE, UTILITY REFUND	05/04/2020	11.68	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 111170.01:						76.42	.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
2004	UTILITY REFUND #9	111710.02		JORDAN DREXLER, 472 N KATSURA AVE, UTILITY REFUND	04/29/2020	30.44	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	111710.02		JORDAN DREXLER, 472 N KATSURA AVE, UTILITY REFUND	04/29/2020	34.95	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	111710.02		JORDAN DREXLER, 472 N KATSURA AVE, UTILITY REFUND	04/29/2020	21.94	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 111710.02:						87.33	.00					
2004	UTILITY REFUND #9	120950.01		TRACY L LAFFERTY, 1867 W ESCONDIDO ST, UTILITY REFUND	04/29/2020	36.17	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	120950.01		TRACY L LAFFERTY, 1867 W ESCONDIDO ST, UTILITY REFUND	04/29/2020	8.63	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	120950.01		TRACY L LAFFERTY, 1867 W ESCONDIDO ST, UTILITY REFUND	04/29/2020	12.74	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 120950.01:						57.54	.00					
2004	UTILITY REFUND #9	140400.03		LAYNE THORNTON, 175 N SUNBIRD AVE, UTILITY REFUND	05/11/2020	4.09	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	140400.03		LAYNE THORNTON, 175 N SUNBIRD AVE, UTILITY REFUND	05/11/2020	1.97	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	140400.03		LAYNE THORNTON, 175 N SUNBIRD AVE, UTILITY REFUND	05/11/2020	2.42	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 140400.03:						8.48	.00					
2004	UTILITY REFUND #9	151180.03		ABIMAEL AYALA SOTELO, 584 W RAMS HILL ST, UTILITY								

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	04/29/2020	31.02	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	151180.03		ABIMAEL AYALA SOTELO, 584 W RAMS HILL ST, UTILITY REFUND	04/29/2020	36.52	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	151180.03		ABIMAEL AYALA SOTELO, 584 W RAMS HILL ST, UTILITY REFUND	04/29/2020	25.58	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 151180.03:						93.12	.00					
2004	UTILITY REFUND #9	172075.02		CODY SHANE CULVERWELL, 756 S LANDORE AVE, UTILITY REFUND	05/08/2020	27.61	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	172075.02		CODY SHANE CULVERWELL, 756 S LANDORE AVE, UTILITY REFUND	05/08/2020	29.68	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	172075.02		CODY SHANE CULVERWELL, 756 S LANDORE AVE, UTILITY REFUND	05/08/2020	22.97	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 172075.02:						80.26	.00					
2004	UTILITY REFUND #9	173125.02		DANIEL D HENDERSON, 1309 W PENELOPE ST, UTILITY REFUND	05/04/2020	50.16	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	173125.02		DANIEL D HENDERSON, 1309 W PENELOPE ST, UTILITY REFUND	05/04/2020	53.73	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	173125.02		DANIEL D HENDERSON, 1309 W PENELOPE ST, UTILITY REFUND	05/04/2020	45.98	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 173125.02:						149.87	.00					
2004	UTILITY REFUND #9	174041.02		BRYAN MCGAUGHEY, 1144 S KALAHARI AVE, UTILITY REFUND	04/29/2020	12.09	.00	20-4500 METERED WATER SALES	0	5/20		

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
2004	UTILITY REFUND #9	174041.02		BRYAN MCGAUGHEY, 1144 S KALAHARI AVE, UTILITY REFUND	04/29/2020	15.09	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	174041.02		BRYAN MCGAUGHEY, 1144 S KALAHARI AVE, UTILITY REFUND	04/29/2020	9.31	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 174041.02:						36.49	.00					
2004	UTILITY REFUND #9	191120.01		JACKSONS FOOD STORE, 150 W DEER FLAT RD, UTILITY REFUND	04/30/2020	194.02	.00	20-4500 METERED WATER SALES	0	5/20		
Total 191120.01:						194.02	.00					
2004	UTILITY REFUND #9	20370.02		JEFFREY WILLIAMS, 643 E BLUE SKY DR, UTILITY REFUND	04/29/2020	97.70	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	20370.02		JEFFREY WILLIAMS, 643 E BLUE SKY DR, UTILITY REFUND	04/29/2020	63.62	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	20370.02		JEFFREY WILLIAMS, 643 E BLUE SKY DR, UTILITY REFUND	04/29/2020	70.29	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 20370.02:						231.61	.00					
2004	UTILITY REFUND #9	206020.02		RODNEY D SMITH, 2757 N MATTERDALE AVE, UTILITY REFUND	04/29/2020	8.24	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	206020.02		RODNEY D SMITH, 2757 N MATTERDALE AVE, UTILITY REFUND	04/29/2020	3.70	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	206020.02		RODNEY D SMITH, 2757 N MATTERDALE AVE, UTILITY REFUND	04/29/2020	4.43	.00	26-4975 SOLID WASTE USER FEES	0	5/20		

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 206020.02:						16.37	.00					
2004	UTILITY REFUND #9	210210.02		TREASURE VALLEY REALTY COMPANY, 2237 N COOPERS HAWK AVE, UTILITY REFUND	05/08/2020	22.18	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	210210.02		TREASURE VALLEY REALTY COMPANY, 2237 N COOPERS HAWK AVE, UTILITY REFUND	05/08/2020	30.35	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	210210.02		TREASURE VALLEY REALTY COMPANY, 2237 N COOPERS HAWK AVE, UTILITY REFUND	05/08/2020	22.36	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
2004	UTILITY REFUND #9	210210.02		TREASURE VALLEY REALTY COMPANY, 2237 N COOPERS HAWK AVE, UTILITY REFUND	05/08/2020	14.04	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 210210.02:						88.93	.00					
2004	UTILITY REFUND #9	220895.03		RYAN D PEPPERSACK, 525 E EDENRIDGE DR, UTILITY REFUND	04/29/2020	20.39	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	220895.03		RYAN D PEPPERSACK, 525 E EDENRIDGE DR, UTILITY REFUND	04/29/2020	36.87	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	220895.03		RYAN D PEPPERSACK, 525 E EDENRIDGE DR, UTILITY REFUND	04/29/2020	25.50	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
2004	UTILITY REFUND #9	220895.03		RYAN D PEPPERSACK, 525 E EDENRIDGE DR, UTILITY REFUND	04/29/2020	10.99	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 220895.03:						93.75	.00					
2004	UTILITY REFUND #9	221495.03		MARINA ROSS, 854 S RUMNEY AVE, UTILITY REFUND	05/08/2020	11.88	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	221495.03		MARINA ROSS, 854 S RUMNEY AVE, UTILITY REFUND	05/08/2020	12.37	.00	21-4600 SEWER USER FEES	0	5/20		

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
2004	UTILITY REFUND #9	221495.03		MARINA ROSS, 854 S RUMNEY AVE, UTILITY REFUND	05/08/2020	9.53	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 221495.03:						33.78	.00					
2004	UTILITY REFUND #9	221600.03		NICK RICE, 951 S PENMARK AVE, UTILITY REFUND	05/04/2020	30.32	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	221600.03		NICK RICE, 951 S PENMARK AVE, UTILITY REFUND	05/04/2020	29.41	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	221600.03		NICK RICE, 951 S PENMARK AVE, UTILITY REFUND	05/04/2020	22.84	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 221600.03:						82.57	.00					
2004	UTILITY REFUND #9	240750.03		EDWARD W CRAIG, 943 E FOLGADO CT, UTILITY REFUND	05/11/2020	50.63	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	240750.03		EDWARD W CRAIG, 943 E FOLGADO CT, UTILITY REFUND	05/11/2020	55.44	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	240750.03		EDWARD W CRAIG, 943 E FOLGADO CT, UTILITY REFUND	05/11/2020	42.92	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 240750.03:						148.99	.00					
2004	UTILITY REFUND #9	260875.05		TYLER J MONSON, 1579 N VINIFERA AVE, UTILITY DEPOSIT	05/04/2020	61.56	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	260875.05		TYLER J MONSON, 1579 N VINIFERA AVE, UTILITY DEPOSIT	05/04/2020	23.00	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	260875.05		TYLER J MONSON, 1579 N VINIFERA AVE, UTILITY DEPOSIT	05/04/2020	13.60	.00	26-4975 SOLID WASTE USER FEES	0	5/20		

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 260875.05:						98.16	.00					
2004	UTILITY REFUND #9	274325.04		TERENCE O BLUFORD, 2410 N CORKTREE WAY, UTILITY REFUND	05/11/2020	4.42	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	274325.04		TERENCE O BLUFORD, 2410 N CORKTREE WAY, UTILITY REFUND	05/11/2020	4.34	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	274325.04		TERENCE O BLUFORD, 2410 N CORKTREE WAY, UTILITY REFUND	05/11/2020	3.70	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 274325.04:						12.46	.00					
2004	UTILITY REFUND #9	277128.01		CBH, 2555 N TUMBLER PL, UTILITY REFUND	04/20/2020	67.20	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	277128.01		CBH, 2555 N TUMBLER PL, UTILITY REFUND	04/20/2020	1.34	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	277128.01		CBH, 2555 N TUMBLER PL, UTILITY REFUND	04/20/2020	3.02	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 277128.01:						71.56	.00					
2004	UTILITY REFUND #9	280240.01		SUNRISE HOMES, 2218 N CITRINE AVE, UTILITY REFUND	04/20/2020	24.19	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	280240.01		SUNRISE HOMES, 2218 N CITRINE AVE, UTILITY REFUND	04/20/2020	31.08	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	280240.01		SUNRISE HOMES, 2218 N CITRINE AVE, UTILITY REFUND	04/20/2020	27.14	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 280240.01:						82.41	.00					
2004	UTILITY REFUND #9	280545.02		BONNIE HICKEY, 2161 N FIRE OPAL AVE, UTILITY REFUND	04/29/2020	19.02	.00	20-4500 METERED WATER SALES	0	5/20		

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
2004	UTILITY REFUND #9	280545.02		BONNIE HICKEY, 2161 N FIRE OPAL AVE, UTILITY REFUND	04/29/2020	37.00	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	280545.02		BONNIE HICKEY, 2161 N FIRE OPAL AVE, UTILITY REFUND	04/29/2020	25.58	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
2004	UTILITY REFUND #9	280545.02		BONNIE HICKEY, 2161 N FIRE OPAL AVE, UTILITY REFUND	04/29/2020	11.53	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 280545.02:						93.13	.00					
2004	UTILITY REFUND #9	281016.00A		TODD CAMPBELL CUSTOM HOMES, 1324 W CERULEAN ST, UTILITY REFUND	05/08/2020	21.54	.00	20-4500 METERED WATER SALES	0	5/20		
Total 281016.00A:						21.54	.00					
2004	UTILITY REFUND #9	281018.00A		INTEGRITY HOMES, 1288 W CERULEAN ST, UTILITY REFUND	05/08/2020	59.21	.00	20-4500 METERED WATER SALES	0	5/20		
Total 281018.00A:						59.21	.00					
2004	UTILITY REFUND #9	281019.00		TODD CAMPBELL CUSTOM HOMES, 1274 W WINSETT ST, UTILITY REFUND	04/22/2020	5.79	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
2004	UTILITY REFUND #9	281019.00		TODD CAMPBELL CUSTOM HOMES, 1274 W WINSETT ST, UTILITY REFUND	04/22/2020	58.75	.00	20-4500 METERED WATER SALES	0	5/20		
Total 281019.00:						64.54	.00					
2004	UTILITY REFUND #9	281025.00		INTEGRITY HOMES, 1287 W CERULEAN ST, UTILITY REFUND	05/11/2020	3.51	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	281025.00		INTEGRITY HOMES, 1287 W CERULEAN ST, UTILITY REFUND	05/11/2020	9.30	.00	21-4600 SEWER USER FEES	0	5/20		

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
2004	UTILITY REFUND #9	281025.00		INTEGRITY HOMES, 1287 W CERULEAN ST, UTILITY REFUND	05/11/2020	3.57	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 281025.00:						16.38	.00					
2004	UTILITY REFUND #9	292016.00		CBH, 2582 W PEAR APPLE ST, UTILITY REFUND	04/22/2020	58.23	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	292016.00		CBH, 2582 W PEAR APPLE ST, UTILITY REFUND	04/22/2020	6.18	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 292016.00:						64.41	.00					
2004	UTILITY REFUND #9	302043.02		STEVE HOSKINSON, 642 E MERINO ST, UTILITY REFUND	05/11/2020	32.05	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	302043.02		STEVE HOSKINSON, 642 E MERINO ST, UTILITY REFUND	05/11/2020	30.44	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	302043.02		STEVE HOSKINSON, 642 E MERINO ST, UTILITY REFUND	05/11/2020	25.15	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 302043.02:						87.64	.00					
2004	UTILITY REFUND #9	302240.00		FLAHERTY CUSTOM HOMES, 432 E PASCUA DR, UTILITY REFUND	05/05/2020	43.96	.00	20-4500 METERED WATER SALES	0	5/20		
Total 302240.00:						43.96	.00					
2004	UTILITY REFUND #9	302245.00		BALT LLC, 468 E ANDES DR, UTILITY REFUND	04/20/2020	20.96	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	302245.00		BALT LLC, 468 E ANDES DR, UTILITY REFUND	04/20/2020	23.64	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	302245.00		BALT LLC, 468 E ANDES DR, UTILITY REFUND	04/20/2020	15.98	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		

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 302245.00:						60.58	.00					
2004	UTILITY REFUND #9	303235.02		KELLY A ORTEGA, 2354 N HOSE GULCH AVE, UTILITY REFUND	05/04/2020	23.54	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	303235.02		KELLY A ORTEGA, 2354 N HOSE GULCH AVE, UTILITY REFUND	05/04/2020	23.07	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	303235.02		KELLY A ORTEGA, 2354 N HOSE GULCH AVE, UTILITY REFUND	05/04/2020	17.90	.00	26-4975 SOLID WASTE USER FEES	0	5/20		
Total 303235.02:						64.51	.00					
2004	UTILITY REFUND #9	310010.01		TOLL BROS INC, 9475 S MACADAN WAY, UTILITY REFUND	04/30/2020	109.65	.00	20-4500 METERED WATER SALES	0	5/20		
Total 310010.01:						109.65	.00					
2004	UTILITY REFUND #9	320086.00		HAYDEN HOMES, 1834 E CAVE FALLS ST, UTILITY REFUND	04/20/2020	24.36	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	320086.00		HAYDEN HOMES, 1834 E CAVE FALLS ST, UTILITY REFUND	04/20/2020	27.61	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	320086.00		HAYDEN HOMES, 1834 E CAVE FALLS ST, UTILITY REFUND	04/20/2020	51.45	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 320086.00:						103.42	.00					
2004	UTILITY REFUND #9	323015.00		TODD CAMPBELL CUSTOM HOMES, 2087 E WHITETAIL ST, UTILITY REFUND	04/22/2020	53.99	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	323015.00		TODD CAMPBELL CUSTOM HOMES, 2087 E WHITETAIL ST, UTILITY REFUND	04/22/2020	10.25	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		

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 323015.00:						64.24	.00					
2004	UTILITY REFUND #9	330044.00		TOLL BROS INC, 1885 N SILTSTONE WAY, UTILITY REFUND	04/30/2020	86.50	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330044.00		TOLL BROS INC, 1885 N SILTSTONE WAY, UTILITY REFUND	04/30/2020	35.44	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330044.00		TOLL BROS INC, 1885 N SILTSTONE WAY, UTILITY REFUND	04/30/2020	16.63	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330044.00:						138.57	.00					
2004	UTILITY REFUND #9	330156.00A		TOLL BROS INC, 965 E WHITETAIL ST, UTILITY REFUND	05/08/2020	59.21	.00	20-4500 METERED WATER SALES	0	5/20		
Total 330156.00A:						59.21	.00					
2004	UTILITY REFUND #9	330169.00		TOLL BROS INC, 1701 N GREENVILLE AVE, UTILITY REFUND	04/30/2020	73.46	.00	20-4500 METERED WATER SALES	0	5/20		
Total 330169.00:						73.46	.00					
2004	UTILITY REFUND #9	330188.00		TOLL BROS INC, 1724 N GREENVILLE AVE, UTILITY REFUND	04/30/2020	108.35	.00	20-4500 METERED WATER SALES	0	5/20		
Total 330188.00:						108.35	.00					
2004	UTILITY REFUND #9	330189.00		TOLL BROS INC, 1712 N GREENVILLE AVE, UTILITY REFUND	04/30/2020	101.93	.00	20-4500 METERED WATER SALES	0	5/20		

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 330189.00:						101.93	.00					
2004	UTILITY REFUND #9	330201.00		TOLL BROS INC, 1052 E WHITETAIL ST, UTILITY REFUND	04/22/2020	23.59	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330201.00		TOLL BROS INC, 1052 E WHITETAIL ST, UTILITY REFUND	04/22/2020	24.19	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330201.00		TOLL BROS INC, 1052 E WHITETAIL ST, UTILITY REFUND	04/22/2020	16.37	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330201.00:						64.15	.00					
2004	UTILITY REFUND #9	330210.00		TOLL BROS INC, 1257 E TIMBER TRAIL DR, UTILITY REFUND	04/20/2020	62.48	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330210.00		TOLL BROS INC, 1257 E TIMBER TRAIL DR, UTILITY REFUND	04/20/2020	1.84	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330210.00		TOLL BROS INC, 1257 E TIMBER TRAIL DR, UTILITY REFUND	04/20/2020	3.83	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330210.00:						68.15	.00					
2004	UTILITY REFUND #9	330215.00		TOLL BROS INC, 2006 N SNOWFIELD AVE, UTILITY REFUND	04/22/2020	34.79	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330215.00		TOLL BROS INC, 2006 N SNOWFIELD AVE, UTILITY REFUND	04/22/2020	39.96	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330215.00		TOLL BROS INC, 2006 N SNOWFIELD AVE, UTILITY REFUND	04/22/2020	19.60	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		

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 330215.00:						94.35	.00					
2004	UTILITY REFUND #9	330216.00		TOLL BROS INC, 2030 N SNOWFIELD AVE, UTILITY REFUND	04/30/2020	67.30	.00	20-4500 METERED WATER SALES	0	5/20		
Total 330216.00:						67.30	.00					
2004	UTILITY REFUND #9	330217.00		TOLL BROS INC, 2054 N SNOWFIELD AVE, UTILITY REFUND	04/20/2020	63.57	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330217.00		TOLL BROS INC, 2054 N SNOWFIELD AVE, UTILITY REFUND	04/20/2020	6.62	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330217.00		TOLL BROS INC, 2054 N SNOWFIELD AVE, UTILITY REFUND	04/20/2020	5.36	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330217.00:						75.55	.00					
2004	UTILITY REFUND #9	330220.00		TOLL BROS INC, 1274 E IMLAY ST, UTILITY REFUND	04/30/2020	55.67	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330220.00		TOLL BROS INC, 1274 E IMLAY ST, UTILITY REFUND	04/30/2020	2.32	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330220.00:						57.99	.00					
2004	UTILITY REFUND #9	330237.00		TOLL BROS INC, 2053 N SNOWFIELD AVE, UTILITY REFUND	04/23/2020	40.20	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330237.00		TOLL BROS INC, 2053 N SNOWFIELD AVE, UTILITY REFUND	04/23/2020	23.76	.00	21-4600 SEWER USER FEES	0	5/20		
Total 330237.00:						63.96	.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
2004	UTILITY REFUND #9	330238.00		TOLL BROS INC, 2029 N SNOWFIELD AVE, UTILITY REFUND	04/20/2020	63.14	.00	20-4500 METERED WATER SALES	0	5/20		
2004	UTILITY REFUND #9	330238.00		TOLL BROS INC, 2029 N SNOWFIELD AVE, UTILITY REFUND	04/20/2020	3.50	.00	21-4600 SEWER USER FEES	0	5/20		
2004	UTILITY REFUND #9	330238.00		TOLL BROS INC, 2029 N SNOWFIELD AVE, UTILITY REFUND	04/20/2020	2.96	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	5/20		
Total 330238.00:						69.60	.00					
2004	UTILITY REFUND #9	340075.01		CBH, 6888 S BIRCH CREEK AVE, UTILITY REFUND	04/22/2020	70.47	.00	20-4500 METERED WATER SALES	0	5/20		
Total 340075.01:						70.47	.00					
Total UTILITY REFUND #9:						3,745.30	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	58881		POSTAGE, IMAGING, PRINTING BILLS, AND MONTHLY SHREDDING FOR APRIL 2020 - ADMIN	04/30/2020	981.31	.00	01-6190 P0STAGE & BILLING	0	5/20		
857	VALLI INFORMATION SYSTEMS, INC	58881		POSTAGE, IMAGING, PRINTING BILLS, AND MONTHLY SHREDDING FOR APRIL 2020 - WATER	04/30/2020	1,542.06	.00	20-6190 P0STAGE & BILLING	0	5/20		
857	VALLI INFORMATION SYSTEMS, INC	58881		POSTAGE, IMAGING, PRINTING BILLS, AND MONTHLY SHREDDING FOR APRIL 2020 - SEWER	04/30/2020	1,542.06	.00	21-6190 P0STAGE & BILLING	0	5/20		
857	VALLI INFORMATION SYSTEMS, INC	58881		POSTAGE, IMAGING, PRINTING BILLS, AND MONTHLY SHREDDING FOR APRIL 2020 - PI	04/30/2020	607.49	.00	25-6190 P0STAGE & BILLING	0	5/20		
Total 58881:						4,672.92	.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
857	VALLI INFORMATION SYSTEMS, INC	58882		LOCKBOX TRANSACTIONS FOR APRIL 2020 - ADMIN	04/30/2020	40.50	.00	01-6505 BANK FEES	0	5/20		
857	VALLI INFORMATION SYSTEMS, INC	58882		LOCKBOX TRANSACTIONS FOR APRIL 2020 - WATER	04/30/2020	63.64	.00	20-6505 BANK FEES	0	5/20		
857	VALLI INFORMATION SYSTEMS, INC	58882		LOCKBOX TRANSACTIONS FOR APRIL 2020 - SEWER	04/30/2020	63.64	.00	21-6505 BANK FEES	0	5/20		
857	VALLI INFORMATION SYSTEMS, INC	58882		LOCKBOX TRANSACTIONS FOR APRIL 2020 - P.I	04/30/2020	25.07	.00	25-6505 BANK FEES	0	5/20		
Total 58882:						192.85	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,865.77	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9853664138		TABLET SERVICE, 4/2-5/1/20 - ADMIN	05/01/2020	3.68	.00	01-6255 TELEPH0NE	0	5/20		
1575	VERIZON WIRELESS	9853664138		TABLET SERVICE, 4/2-5/1/20 - PARKS	05/01/2020	8.09	.00	01-6255 TELEPH0NE	1004	5/20		
1575	VERIZON WIRELESS	9853664138		TABLET SERVICE, 4/2-5/1/20 - BUILDING DEPARTMENT	05/01/2020	30.87	.00	01-6255 TELEPH0NE	1005	5/20		
1575	VERIZON WIRELESS	9853664138		TABLET SERVICE, 4/2-5/1/20 - WATER	05/01/2020	42.04	.00	20-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853664138		TABLET SERVICE, 4/2-5/1/20 - SEWER	05/01/2020	50.86	.00	21-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853664138		TABLET SERVICE, 4/2-5/1/20 - P.I	05/01/2020	11.46	.00	25-6255 TELEPH0NE EXPENSE	0	5/20		
Total 9853664138:						147.00	.00					
1575	VERIZON WIRELESS	9853664139		IPAD SERVICE, 4/2-5/1/20 - ADMIN	05/01/2020	5.01	.00	01-6255 TELEPH0NE	0	5/20		

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	9853664139		IPAD SERVICE, 4/2-5/1/20 - PARKS	05/01/2020	20.02	.00	01-6255 TELEPH0NE	1004	5/20		
1575	VERIZON WIRELESS	9853664139		IPAD SERVICE, 4/2-5/1/20 - WATER	05/01/2020	6.61	.00	20-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853664139		IPAD SERVICE, 4/2-5/1/20 - SEWER	05/01/2020	6.61	.00	21-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853664139		IPAD SERVICE, 4/2-5/1/20 - P.I	05/01/2020	1.79	.00	25-6255 TELEPH0NE EXPENSE	0	5/20		
Total 9853664139:						40.04	.00					
1575	VERIZON WIRELESS	9853664140		IPAD SERVICE FOR COUNCIL MEMBERS AND P&Z COMMISSIONERS, 4/2-5/1/20 - ADMIN	05/01/2020	15.22	.00	01-6255 TELEPH0NE	0	5/20		
1575	VERIZON WIRELESS	9853664140		IPAD SERVICE FOR COUNCIL MEMBERS AND P&Z COMMISSIONERS, 4/2-5/1/20 - P&Z	05/01/2020	76.10	.00	01-6255 TELEPH0NE	1003	5/20		
1575	VERIZON WIRELESS	9853664140		IPAD SERVICE FOR COUNCIL MEMBERS AND P&Z COMMISSIONERS, 4/2-5/1/20 - WATER	05/01/2020	20.09	.00	20-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853664140		IPAD SERVICE FOR COUNCIL MEMBERS AND P&Z COMMISSIONERS, 4/2-5/1/20 - SEWER	05/01/2020	20.09	.00	21-6255 TELEPH0NE EXPENSE	0	5/20		
1575	VERIZON WIRELESS	9853664140		IPAD SERVICE FOR COUNCIL MEMBERS AND P&Z COMMISSIONERS, 4/2-5/1/20 - P.I	05/01/2020	5.48	.00	25-6255 TELEPH0NE EXPENSE	0	5/20		
Total 9853664140:						136.98	.00					
Total VERIZON WIRELESS:						324.02	.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
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0484873		RECORDS DESTRUCTION, 4/1-30/20 - ADMIN	05/01/2020	11.78	.00	01-6052 CONTRACT SERVICES	0	5/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0484873		RECORDS DESTRUCTION, 4/1-30/20 - WATER	05/01/2020	8.06	.00	20-6052 CONTRACT SERVICES	0	5/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0484873		RECORDS DESTRUCTION, 4/1-30/20 - SEWER	05/01/2020	8.06	.00	21-6052 C0NTRACT SERVICES	0	5/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0484873		RECORDS DESTRUCTION, 4/1-30/20 - P.I	05/01/2020	3.10	.00	25-6052 C0NTRACT SERVICES	0	5/20		
Total 0484873:						31.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						31.00	.00					
WEX BANK												
1234	WEX BANK	65254010		FUEL FOR VEHICLES, APR.'20 - ADMIN	04/30/2020	1.63	.00	01-6300 FUEL	0	5/20		
1234	WEX BANK	65254010		FUEL FOR VEHICLES, APR.'20 - PARKS	04/30/2020	355.00	.00	01-6300 FUEL	1004	5/20		
1234	WEX BANK	65254010		FUEL FOR VEHICLES, APR.'20 - BUILDING INSPECTION	04/30/2020	216.52	.00	01-6300 FUEL	1005	5/20		
1234	WEX BANK	65254010		FUEL FOR VEHICLES, APR.'20 - WATER	04/30/2020	337.53	.00	20-6300 FUEL	0	5/20		
1234	WEX BANK	65254010		FUEL FOR VEHICLES, APR.'20 - SEWER	04/30/2020	76.26	.00	21-6300 FUEL	0	5/20		
1234	WEX BANK	65254010		FUEL FOR VEHICLES, APR.'20 - P.I	04/30/2020	87.61	.00	25-6300 FUEL	0	5/20		
Total 65254010:						1,074.55	.00					
Total WEX BANK:						1,074.55	.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
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302020WPG		LEGAL FEES AND EXPENSES FOR APRIL 2020, ECONOMIC DEVELOPMENT	04/30/2020	1,498.50	.00	01-6202 PR0FESSI0NAL SERVICES	4000	5/20		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302020WPG		LEGAL FEES AND EXPENSES FOR APRIL 2020, PARK PROPERTY	04/30/2020	144.00	.00	40-6020 CAPITAL IMPROVEMENTS	1207	5/20		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302020WPG		LEGAL FEES AND EXPENSES FOR APRIL 2020, ADMIN	04/30/2020	859.50	.00	01-6202 PR0FESSI0NAL SERVICES	0	5/20		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302020WPG		LEGAL FEES AND EXPENSES FOR APRIL 2020, P & Z	04/30/2020	36.00	.00	01-6202 PR0FESSI0NAL SERVICES	1003	5/20		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302020WPG		LEGAL FEES AND EXPENSES FOR APRIL 2020, SEWER	04/30/2020	880.55	.00	21-6202 PR0FESSI0NAL SERVICES	0	5/20		
Total 04302020WPGN:						3,418.55	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						3,418.55	.00					
ZAMZOWS												
66	ZAMZOWS	394080878	10018	5 GALLON BUCKET OF THRIVE, J. DURHAM, MAY '20	05/01/2020	79.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/20		
Total 394080878:						79.99	.00					
Total ZAMZOWS:						79.99	.00					
Grand Totals:						1,280,019.26	916,339.63					

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

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

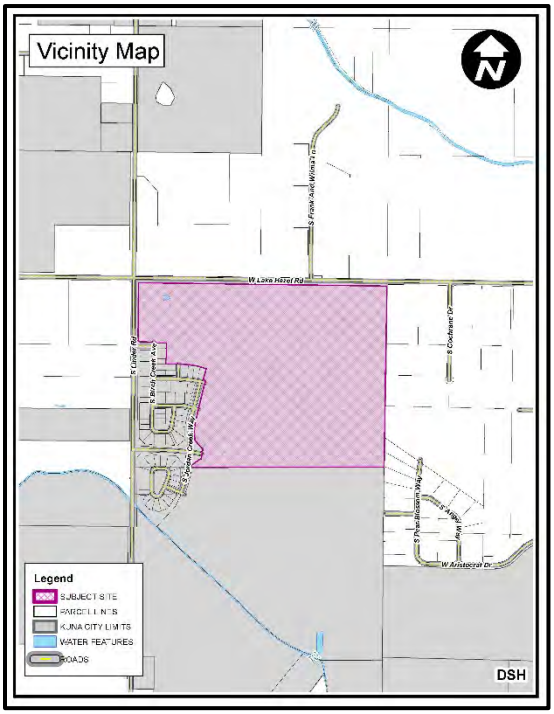
City Treasurer: _____

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

City of Kuna
City Council
Staff Memo

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

To:	**Kuna City Council**
Case Number:	20-04-FP (Final Plat) – Springhill No. 2
Location:	1585 W. Lake Hazel Road, Kuna Idaho 83634
Planner:	Doug Hanson, Planner I
Meeting Date:	May 19, 2020
Applicant/ Owner:	DB Development, LLC 6152 W. Half Moon Lane Eagle, ID 83616 208.850.0591
Representative:	KM Engineering 9233 W. State Street Boise, ID 83714 208.639.6939 kgrabo@kmengllp.com



A. General Project Facts:

1. KM Engineering is requesting final plat approval for Springhill No. 2 which has fifty-four (54) residential building lots and eight (8) common lots on a total of approximately 13.19 acres (Ada County Assessor Parcel No. S1301212425).

B. Staff Analysis:

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

C. Applicable Standards:

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

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council's approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.

received
3-3-20

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.

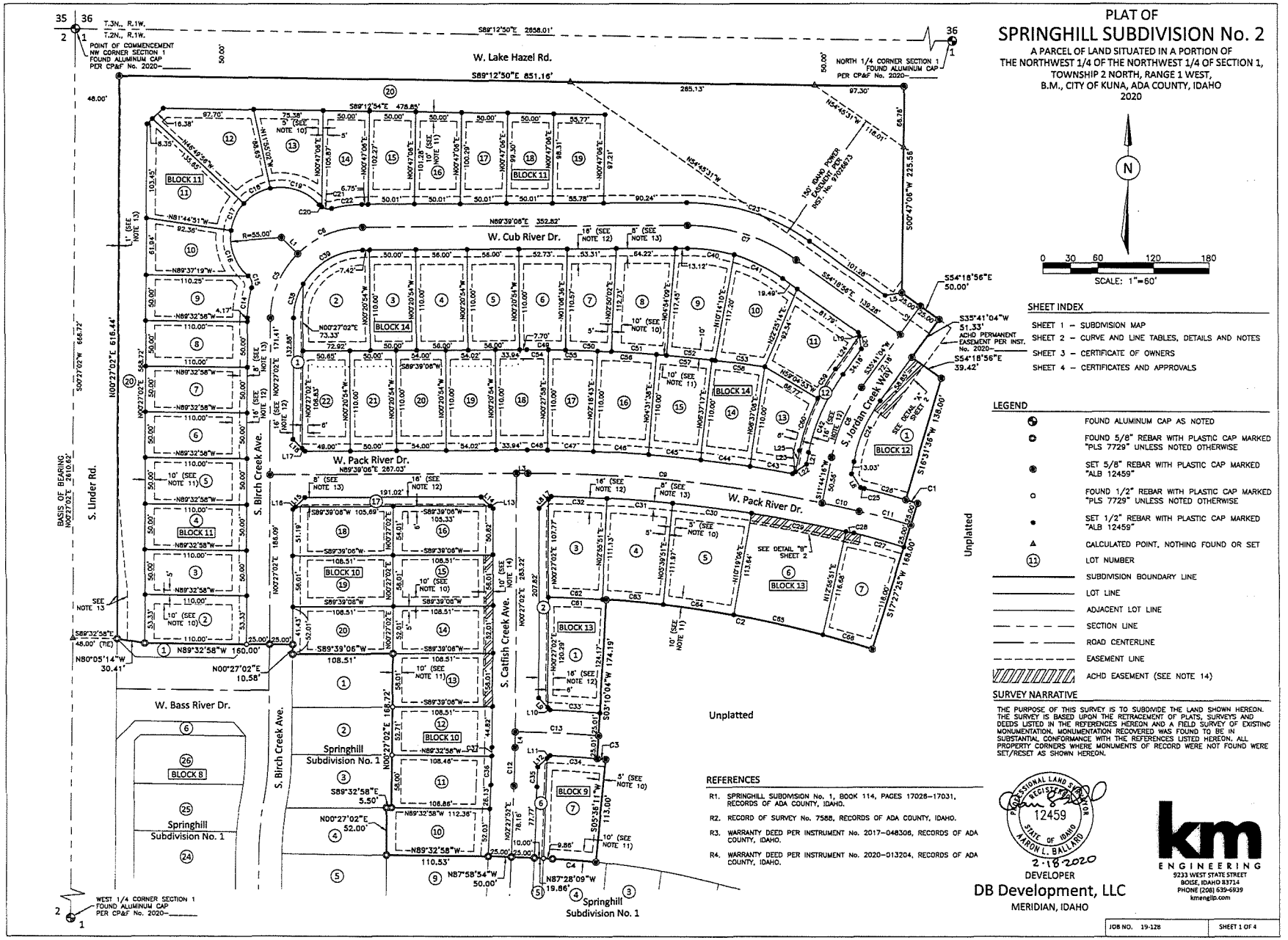
Project name: Springhill Subdivision No. 2 **Applicant:** DB Development, LLC

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.	
x	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.	
x	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.	
existing	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.	

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.


PLAT OF
SPRINGHILL SUBDIVISION No. 2
A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2020
W. Lake Hazel Rd.
W. Cub River Dr.
W. Pack River Dr.
W. Bass River Dr.
S. Linder Rd.
S. Birch Creek Ave.
S. Catfish Creek Ave.
S. Jordan Creek Way
Springhill Subdivision No. 1
Unplatted
SCALE: 1"=60'
SHEET INDEX
SHEET 1 – SUBDIVISION MAP
SHEET 2 – CURVE AND LINE TABLES, DETAILS AND NOTES
SHEET 3 – CERTIFICATE OF OWNERS
SHEET 4 – CERTIFICATES AND APPROVALS
LEGEND
FOUND ALUMINUM CAP AS NOTED
FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 7729" UNLESS NOTED OTHERWISE
SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 7729" UNLESS NOTED OTHERWISE
SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
CALCULATED POINT, NOTHING FOUND OR SET
LOT NUMBER
SUBDIVISION BOUNDARY LINE
LOT LINE
ADJACENT LOT LINE
SECTION LINE
ROAD CENTERLINE
EASEMENT LINE
ACHD EASEMENT (SEE NOTE 14)
SURVEY NARRATIVE
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.
REFERENCES
R1. SPRINGHILL SUBDIVISION No. 1, BOOK 114, PAGES 17028–17031, RECORDS OF ADA COUNTY, IDAHO.
R2. RECORD OF SURVEY No. 7588, RECORDS OF ADA COUNTY, IDAHO.
R3. WARRANTY DEED PER INSTRUMENT No. 2017–048306, RECORDS OF ADA COUNTY, IDAHO.
R4. WARRANTY DEED PER INSTRUMENT No. 2020–013204, RECORDS OF ADA COUNTY, IDAHO.
PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD
2-18-2020
DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO
km ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com
JOB NO. 19-128
SHEET 1 OF 4

PLAT OF
SPRINGHILL SUBDIVISION No. 2

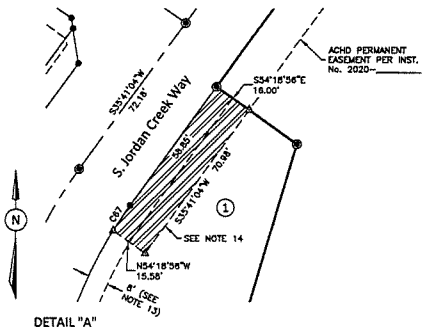
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	825.00'	13.39'	0°55'49"	S73°00'30"E	13.39'
C2	1196.20'	294.47'	14°06'17"	N79°18'35"W	293.73'
C3	975.00'	9.23'	0°32'33"	S84°40'06"E	9.23'
C4	862.09'	47.22'	3°08'18"	N85°57'56"W	47.21'
C5	100.00'	77.84'	44°36'02"	N22°45'03"E	75.89'
C6	100.00'	77.84'	44°36'02"	N67°21'05"E	75.89'
C7	200.00'	125.78'	36°01'58"	S72°19'55"E	123.72'
C8	200.00'	83.59'	23°56'48"	S23°42'40"W	82.98'
C9	1524.00'	321.48'	12°05'10"	S84°18'19"E	320.88'
C10	1524.00'	41.23'	1°33'01"	S77°29'13"E	41.23'
C11	800.00'	58.21'	4°10'08"	S74°37'39"E	58.20'
C12	1200.00'	42.18'	2°00'50"	N1°27'27"E	42.18'
C13	1000.00'	90.70'	5°11'47"	N87°35'07"W	90.66'
C14	125.00'	33.07'	15°09'38"	S8°01'51"W	32.98'
C15	13.00'	14.66'	64°37'28"	N16°42'05"W	13.90'
C16	55.00'	54.97'	57°15'58"	S20°22'50"E	52.71'
C17	55.00'	33.52'	34°54'55"	S25°42'36"W	33.00'
C18	55.00'	33.52'	34°54'55"	S60°37'31"W	33.00'
C19	55.00'	58.59'	61°01'58"	N71°24'02"W	55.86'
C20	13.00'	3.57'	15°43'55"	S48°45'01"E	3.56'
C21	13.00'	11.09'	48°53'33"	S81°03'45"E	10.76'
C22	125.00'	33.07'	15°09'38"	S82°04'17"W	32.98'
C23	225.00'	141.50'	36°01'58"	N72°19'55"W	139.18'
C24	175.00'	73.14'	23°56'48"	S23°42'40"W	72.61'
C25	1548.00'	4.20'	0°09'19"	N76°47'22"W	4.20'
C26	825.00'	46.63'	3°14'19"	N75°05'33"W	46.63'
C27	775.00'	56.39'	4°10'08"	N74°37'39"W	56.38'
C28	1498.00'	8.91'	0°20'26"	N76°52'56"W	8.91'
C29	1498.00'	104.08'	3°58'42"	N79°02'30"W	104.08'
C30	1498.00'	86.46'	3°18'18"	N82°41'00"W	86.45'
C31	1499.00'	71.51'	2°44'00"	N85°42'09"W	71.50'
C32	1499.00'	60.58'	2°18'55"	N88°13'36"W	60.57'
C33	1025.00'	54.22'	3°01'50"	N86°32'50"W	54.21'
C34	975.00'	51.33'	3°00'59"	N86°26'52"W	51.32'
C35	1225.00'	21.95'	1°01'36"	N1°57'04"E	21.95'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C36	1175.00'	31.90'	1°33'20"	N1°41'12"E	31.80'
C37	1175.00'	9.40'	0°27'30"	N0°40'47"E	9.40'
C38	75.00'	39.17'	29°55'35"	S15°24'49"W	38.73'
C39	75.00'	77.59'	59°16'29"	S80°00'51"W	74.18'
C40	175.00'	51.35'	16°48'49"	N81°58'29"W	51.17'
C41	175.00'	58.70'	19°13'09"	N83°55'30"W	58.43'
C42	225.00'	94.04'	23°56'48"	S23°42'40"W	93.36'
C43	1549.00'	48.53'	1°47'30"	N80°31'07"W	48.53'
C44	1549.00'	54.00'	1°59'51"	N82°22'47"W	54.00'
C45	1549.00'	56.62'	2°05'39"	N84°25'33"W	56.61'
C46	1549.00'	59.89'	2°12'55"	N86°34'49"W	59.88'
C47	1549.00'	49.91'	1°50'45"	N88°36'39"W	49.90'
C48	1549.00'	22.02'	0°48'52"	N89°56'28"W	22.02'
C49	1659.00'	42.23'	1°27'30"	N89°37'09"W	42.23'
C50	1659.00'	49.91'	1°43'26"	N88°01'41"W	49.91'
C51	1659.00'	59.89'	2°04'07"	N86°07'55"W	59.89'
C52	1659.00'	53.28'	1°50'24"	N84°10'39"W	53.27'
C53	1659.00'	54.33'	1°52'35"	N82°19'10"W	54.33'
C54	1659.00'	23.58'	0°48'52"	N89°56'28"W	23.58'
C55	1659.00'	53.45'	1°50'45"	N88°36'39"W	53.45'
C56	1659.00'	64.14'	2°12'55"	N86°34'49"W	64.14'
C57	1659.00'	60.84'	2°05'39"	N84°25'33"W	60.83'
C58	1659.00'	57.84'	1°59'51"	N82°22'47"W	57.83'
C59	235.00'	37.50'	9°08'35"	S31°08'47"W	37.46'
C60	235.00'	60.72'	14°48'13"	S19°08'23"W	60.55'
C61	1198.20'	62.72'	3°00'15"	N87°52'11"W	62.71'
C62	1198.20'	56.81'	2°43'01"	N87°57'48"W	56.81'
C63	1198.20'	66.19'	3°10'14"	N84°58'10"W	66.19'
C64	1198.20'	77.30'	3°42'09"	N81°31'58"W	77.29'
C65	1198.20'	98.82'	4°44'00"	N77°18'54"W	98.79'
C66	1196.20'	56.07'	2°41'08"	N73°36'20"W	56.06'
C67	175.00'	12.13'	3°58'23"	S33°41'33"W	12.13'
C68	775.00'	7.89'	0°34'59"	N76°25'13"W	7.89'

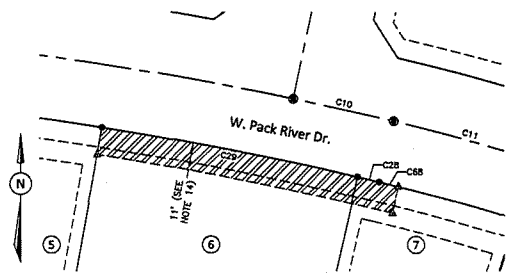
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°56'56"W	25.00
L2	S35°41'04"W	38.00
L3	N89°39'08"E	12.47
L4	N0°27'02"E	18.98
L5	N80°41'04"E	18.38
L6	S32°37'57"E	18.18
L7	N45°31'59"E	4.29
L8	N45°31'59"E	14.12
L9	S43°48'22"E	14.33
L10	S43°48'22"E	3.82
L11	N46°44'27"E	4.47
L12	N46°44'27"E	14.01
L13	S44°56'56"E	4.47
L14	S44°56'56"E	14.04
L15	N45°03'04"E	14.24
L16	N45°03'04"E	4.01
L17	S44°56'56"E	4.47
L18	S44°56'56"E	14.04
L19	S9°18'56"E	4.24
L20	S9°18'56"E	14.14
L21	N11°44'16"E	13.02
L22	N56°02'27"E	14.32
L23	N56°02'27"E	3.84
L24	N35°41'04"E	44.18
L25	N11°44'16"E	23.27

NOTES

1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET THE MINIMAL DIMENSIONAL STANDARDS AS REQUIRED IN THE CITY OF KUNA ZONING ORDINANCE.
2. THIS SUBDIVISION IS SUBJECT TO A CITY OF KUNA DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT No. 107040487, RECORDS OF ADA COUNTY, IDAHO. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
3. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
4. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
5. REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
6. DIRECT LOT OR PARCEL ACCESS TO S. LINDER RD. AND/OR W. LAKE HAZEL RD. IS PROHIBITED.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
8. IRRIGATION WATER HAS BEEN PROVIDED FROM THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
9. LOT 6, BLOCK 9, LOT 17, BLOCK 10, LOT 20, BLOCK 11, LOT 1, BLOCK 12, LOTS 2 AND 8, BLOCK 13, AND LOTS 1 AND 12, BLOCK 14 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA PRESSURE IRRIGATION.
10. UNLESS OTHERWISE SHOWN, ALL INTERIOR SIDE LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
11. UNLESS OTHERWISE SHOWN, ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE PERMANENT EASEMENT FOR CITY OF KUNA IRRIGATION AND LOT DRAINAGE.
12. UNLESS OTHERWISE SHOWN, ALL FRONT LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAYS CONTAIN A 16.00 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA STREET LIGHTS, CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS TO EACH LOT.
13. ACHD PERMANENT EASEMENT (SIDEWALK) PER INSTRUMENT No. 2020-_____, RECORDS OF ADA COUNTY, IDAHO.
14. PORTIONS OF LOTS 13-59, BLOCK 10, LOT 1, BLOCK 12 AND LOTS 8 AND 7, BLOCK 13 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. 2015-103258, 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. THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 2020-_____, RECORDS OF ADA COUNTY, IDAHO.
16. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE ON FILE AT THE ADA COUNTY RECORDER'S OFFICE AS INSTRUMENT No. 20__-_____ AND MAY BE AMENDED FROM TIME TO TIME.
17. THE HOMEOWNERS' ASSOCIATION (HOA), IT'S OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO A FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
18. MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY. SUCH LOTS MUST REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS TO SAID IRRIGATION/DRAINAGE FACILITIES.



DETAIL "A"
SCALE: 1"=30'



DETAIL "B"
SCALE: 1"=30'

PROFESSIONAL LAND SURVEYOR REGISTERED 12459 STATE OF IDAHO AARON L. BALLARD
2-18-2020

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

km ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

JOB NO. 19-128 | SHEET 2 OF 4

PLAT OF
SPRINGHILL SUBDIVISION No. 2

CERTIFICATE OF OWNERS

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

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M., CITY OF KUNA, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 1, WHICH BEARS N00°27'02"E A DISTANCE OF 2,610.82 FEET FROM A FOUND ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 1, THENCE FOLLOWING THE WESTERLY LINE OF SAID NORTHWEST 1/4, S00°27'02"W A DISTANCE OF 666.72 FEET TO A FOUND 5/8-INCH REBAR;
THENCE LEAVING SAID WESTERLY LINE, S89°32'58"E A DISTANCE OF 48.00 FEET TO A FOUND 5/8-INCH REBAR MARKING THE NORTHWEST CORNER OF SPRINGHILL SUBDIVISION NO. 1 (BOOK 114 OF PLATS AT PAGES 17,026 THROUGH 17,031, RECORDS OF ADA COUNTY, IDAHO) AND BEING ON THE EASTERLY RIGHT-OF-WAY OF SOUTH LINDER ROAD AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID EASTERLY RIGHT-OF-WAY, N00°27'02"E A DISTANCE OF 616.44 FEET TO A SET 5/8-INCH REBAR ON THE SOUTHERLY RIGHT-OF-WAY OF WEST LAKE HAZEL ROAD;
THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY AND FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY, S89°12'50"E A DISTANCE OF 851.16 FEET TO A SET 5/8-INCH REBAR;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY, S00°47'08"W A DISTANCE OF 225.56 FEET TO A SET 5/8-INCH REBAR;
THENCE S54°18'58"E A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH REBAR;
THENCE S35°41'04"W A DISTANCE OF 51.33 FEET TO A SET 5/8-INCH REBAR;
THENCE S54°18'58"E A DISTANCE OF 39.42 FEET TO A SET 5/8-INCH REBAR;
THENCE S16°31'36"W A DISTANCE OF 138.00 FEET TO A SET 5/8-INCH REBAR;
THENCE 13.39 ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 825.00 FEET, A DELTA ANGLE OF 00°55'49", A CHORD BEARING OF S73°00'30"E AND A CHORD DISTANCE OF 13.39 FEET TO A SET 5/8-INCH REBAR;
THENCE S17°27'25"W A DISTANCE OF 168.00 FEET TO A SET 5/8-INCH REBAR;
THENCE 294.47 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,196.20 FEET, A DELTA ANGLE OF 14°06'17", A CHORD BEARING OF N79°18'59"W AND A CHORD DISTANCE OF 293.73 FEET TO A SET 5/8-INCH REBAR;
THENCE S03°10'04"W A DISTANCE OF 174.19 FEET TO A SET 5/8-INCH REBAR;
THENCE 9.23 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 975.00 FEET, A DELTA ANGLE OF 00°32'33", A CHORD BEARING OF S84°40'06"E AND A CHORD DISTANCE OF 9.23 FEET TO A SET 5/8-INCH REBAR;
THENCE S05°36'11"W A DISTANCE OF 113.00 FEET TO A SET 5/8-INCH REBAR ON THE SUBDIVISION BOUNDARY OF SAID SPRINGHILL SUBDIVISION NO. 1;
THENCE FOLLOWING SAID SUBDIVISION BOUNDARY THE FOLLOWING ELEVEN (11) COURSES:

1. 47.22 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 862.09 FEET, A DELTA ANGLE OF 03°08'18", A CHORD BEARING OF N85°57'56"W AND A CHORD DISTANCE OF 47.21 FEET TO A FOUND 5/8-INCH REBAR;
2. N87°28'09"W A DISTANCE OF 19.85 FEET TO A FOUND 5/8-INCH REBAR;
3. N87°58'54"W A DISTANCE OF 50.00 FEET TO A FOUND 5/8-INCH REBAR;
4. N89°32'58"W A DISTANCE OF 110.53 FEET TO A FOUND 5/8-INCH REBAR;
5. N00°27'02"E A DISTANCE OF 52.00 FEET TO A FOUND 5/8-INCH REBAR;
6. S89°32'58"E A DISTANCE OF 5.50 FEET TO A FOUND 5/8-INCH REBAR;
7. N00°27'02"E A DISTANCE OF 168.72 FEET TO A FOUND 5/8-INCH REBAR;
8. S89°39'08"W A DISTANCE OF 108.51 FEET TO A FOUND 5/8-INCH REBAR;
9. N00°27'02"E A DISTANCE OF 10.58 FEET TO A FOUND 5/8-INCH REBAR;
10. N89°32'58"W A DISTANCE OF 160.00 FEET TO A FOUND 5/8-INCH REBAR;
11. N80°05'14"W A DISTANCE OF 30.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 13.194 ACRES, MORE OR LESS.

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

_____
JUSTIN BLACKSTOCK, MANAGER
DB DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
ADA COUNTY)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2020, BY JUSTIN BLACKSTOCK, AS MANAGER OF DB DEVELOPMENT, LLC.

_____
SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF SPRINGHILL SUBDIVISION No. 2 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____
AARON L. BALLARD, P.L.S. 12459



2-18-2020

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

km ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

JOB NO. 19-128	SHEET 3 OF 4

PLAT OF
SPRINGHILL SUBDIVISION No. 2

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ____ DAY OF _____,2020.

_____
PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF APPROVAL HAVE BEEN SATISFIED.

_____
CITY OF KUNA ENGINEER, P.E. No. _____

_____
DATE

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 _____, A.D. 2020, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

_____
CITY CLERK
KUNA, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

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

_____ _____
ADA COUNTY SURVEYOR DATE

HEALTH CERTIFICATE

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

_____ _____
HEALTH OFFICER DATE

CERTIFICATE OF ADA COUNTY TREASURER

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

_____ _____
COUNTY TREASURER DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF SPRINGHILL SUBDIVISION No. 2 WAS FILED AT THE REQUEST OF _____ AT ____ MINUTES PAST ____ O'CLOCK __.M., THIS __DAY OF _____, _____ A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK _____ OF PLATS AT PAGES _____ THRU _____.

INSTRUMENT NUMBER _____.

_____ _____
DEPUTY EX-OFFICIO RECORDER

FEE:

PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD
2-18-2020

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

km ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

JOB NO. 19-128	SHEET 4 OF 4

City of Kuna
P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

To:	**Kuna City Council**
File Numbers:	Springhill Subdivision / 06-10-ZC (Rezone) / 06-12-S (Preliminary Plat) / 06-11-DA (Development Agreement)
Site location:	Lake Hazel, Columbia, Linder and Kay
Planner:	Lisa Bachman
Hearing date / Action:	**February 6, 2007 / City Council Approved with Conditions**
Applicant:	Powder River Development P.O. Box 344 Meridian, ID 83642
Representative:	Bailey Engineering Kent Brown 1500 E. Iron Eagle Drive Eagle, ID 83616
Application Information:	**Commission Recommended Approval with Conditions**
Current Zone:	A (Agricultural in Kuna City)
Proposed Zones:	R-6: approx. 221 acres (Medium Density Residential) R-20: approx. 4.55 acres (High Density Multi-Family Residential)
Total Acres & Dwelling Units:	225.54-acres / 780 total dwelling units
Buildable lots:	702 single-family lots 2 multi-family lots
Common lots:	65 lots
Proposed Density:	3.46 dwelling units per acre (density includes 702 single-family dwelling units and 78 dwelling units within the multifamily area)

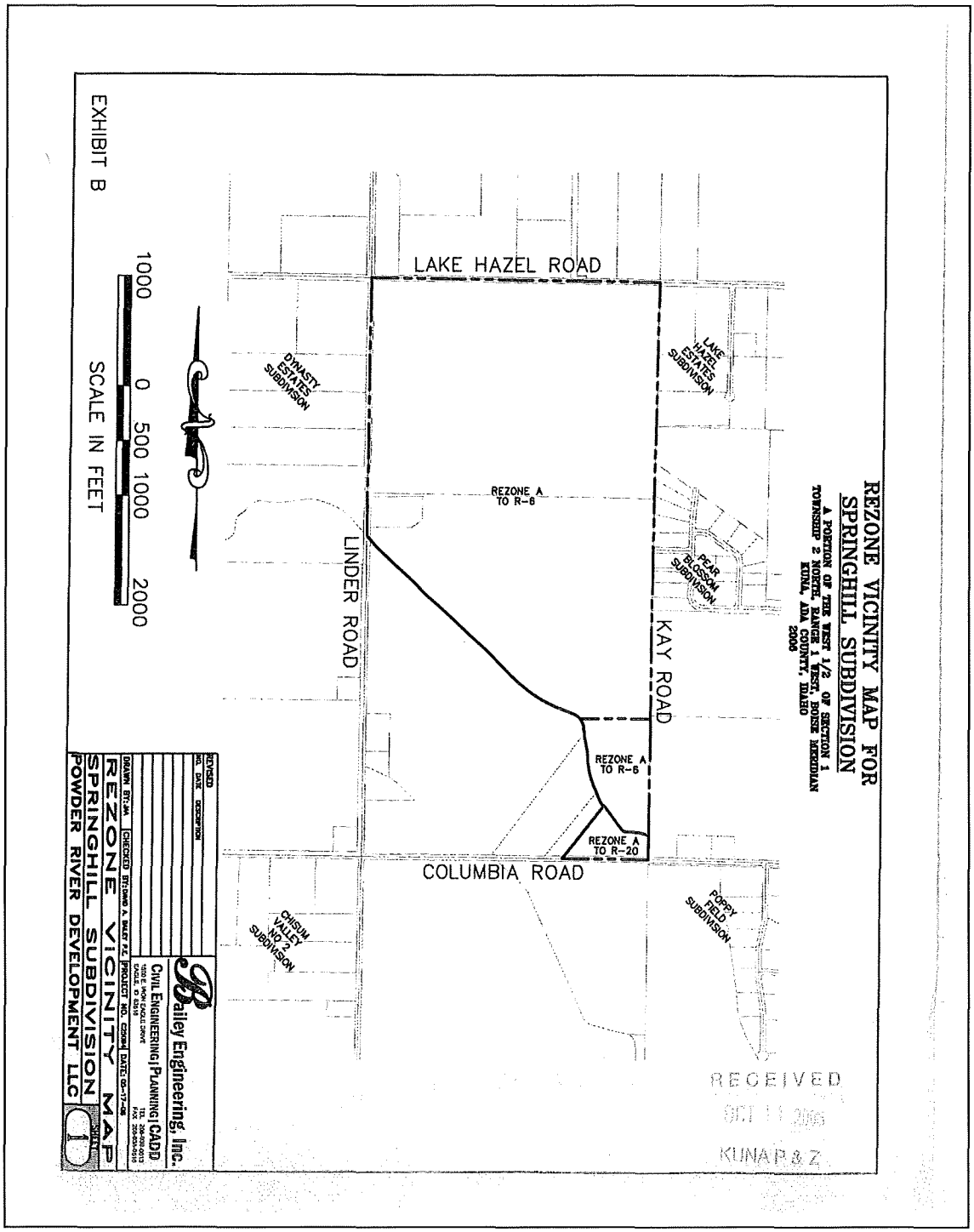
Findings of Facts Table of Contents:

Section	Subject
A. 1-6	Existing Site Conditions
B.	Procedural Items
C. 1-12	City Code & Findings for Consideration
C. 13	Comprehensive Plan
C. 14	Staff Recommendation
D. 1-5	Findings of Facts
E. 1-2	Conclusions of Law
F.	P&Z Commission Recommendation
G.	City Council Decision
H. 1-7	Staff Site Specific Conditions of Approval
I. 1-17	Standard Conditions of Approval



Project Summary:
The applicant is requesting preliminary plat and rezone approval with a Development Agreement for an R-6 zone with 702 single-family lots on approximately 221 acres and an R-20 zone with 2 multi-family lots on approximately 4.5 acres. The site is located on Lake Hazel, Columbia, Linder and Kay Roads. The property was recently annexed into the City with an Agricultural zone and is a participant of the Local Improvement District for the new wastewater treatment plant.

VICINITY / ZONING MAP



A. Existing Site Conditions

1. **Surrounding land use and zoning:**

North	RR (Ada County)	Agricultural
South	RR (Ada County)	Agricultural
East	RR (Ada County) & A (Kuna City)	Agricultural, Pear Blossom Subdivision, 1-acre lots
West	RR (Ada County) & A (Kuna City)	Agricultural

2. **Parcel numbers / Location:**
S1301212400, 1585 W Lake Hazel Rd
S1301233900, S Linder Rd
S1301235459, S Linder Rd
S1301336300, 7640 S Linder Rd (portion)
S1301346660, 930 W. Columbia Rd

3. **Comprehensive Future Land Use Map:**
The site is identified as Medium Development Density (4-6 units/acre) and High Density Residential (7+ units/acre) on the Comprehensive Future Land Use Map (the Future Land Use Map was recently amended to reflect the designations).

4. **Property size:**
Approximately 225.54-acres

5. **Existing structures:**
The site currently contains some outbuildings and residential dwellings which will be removed.

6. **Existing Vegetation and Natural Features:**
The existing vegetation consists of natural soil, grass, trees and shrubs. Mason Creek runs along the southern boundary of the site.

B. Procedural Items:

Prior to submittal, the applicant held the required Neighborhood Meeting on September 20, 2006 at 6:00 p.m. The certification indicates that nine (9) people attended the meeting.

Received Application	Accepted Application	Gov't Agency Notification	Property owners 300-ft. notification		Legal Hearing publication		Posted public hearing sign	
08-22-06	11-08-06	11-08-06	P&Z	12-18-06	P&Z	12-25-06	P&Z	12-30-06
			CC	01-16-07	CC	01-22-07	CC	01-16-07

C. Staff Analysis/Findings for Consideration:

Rezone – Kuna City Code

1. **Transmittal to Commission (KCC 5-13-4, 5-13-5 and 5-13-6)**

5-13-4 - Zoning districts shall be amended in the following manner:

A. Requests for an amendment to this zoning title shall be submitted to the planning and zoning commission which shall evaluate the request to determine the extent and nature of the amendment request.

B. If the request is in accordance with the adopted comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures provided in section 5-6-6 of this title.

C. If the request is not in accordance with the adopted comprehensive plan, the request shall be submitted to the planning and zoning commission or, in its absence, the

council, which shall recommend and the council may adopt or reject an amendment to the comprehensive plan under the notice and hearing procedures provided in section 67-6509, Idaho Code. After the comprehensive plan has been amended, the zoning regulations may then be amended as hereinafter provided for.

5-13-5 – Public Hearing, Commission: The planning and zoning commission shall hold a public hearing on the proposed amendment, give public notice in a newspaper and give written notice to all parties as required for special use permits.

5-13-6 - Recommendation by Commission: Within sixty (60) days from the receipt of the proposed amendment, the planning and zoning commission shall transmit its recommendation to the council. Said commission may recommend that the amendment be granted as requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for amendments are in accordance with the comprehensive plan and established goals and objectives.

Staff Comments:

- The Commission evaluated the rezone from "A" to "R-6" and "R-20" request and determined the extent and nature of the amendment request. The nature of the proposed R-6 zone request is to facilitate a zone that will accommodate a medium density, single-family residential subdivision with a maximum of 702 buildable lots. The nature of the proposed R-20 request is for multi-family residential to include a maximum of 78 dwelling units.

- The rezone request is in accordance with the adopted Comprehensive Plan.

- A Comprehensive Plan amendment request is not necessary due to the fact that the applicant is requesting a zone which complies with the adopted Comprehensive Plan.

- Public notice and procedural items have been completed as required by Kuna City Code.

- The Planning and Zoning Commission has made a recommendation to Kuna City Council with a decision to approve the rezone request with some changes and additions to the proposed development agreement as required by Kuna City Code.

Development Agreement

2. Development Agreement Purpose (KCC 5-14-1)

Development agreements are a discretionary tool to be used by the council as a condition of rezoning.

Staff Comment:

- The property was recently annexed into the city with an agricultural zone to participate in the Local Improvement District for the new wastewater treatment plant. The annexation included an addendum which requires the applicant to apply for rezone and development agreement upon development.

Proposed Development Agreement:

The proposed Development Agreement includes the following details:

- 3.1: The sole use (s) allowed and restrictions required pursuant to the conditional rezone as reflected in the agreement are as follows:
  - 3.1.1: R-6 zone shall contain single-family residential use.
  - 3.1.2: R-20 zone shall contain multi-family residential use.

- 3.1.3: Developer shall develop the property subject to the conditions and limitations set forth in the Agreement.
- 3.1.4: Developer agrees to plat no more than 702 R-6 buildable lots and 2 R-20 buildable lots on the 225.54 acres of the property located west of Kay Avenue, between Lake Hazel and Columbia Roads.
- 3.1.5: Developer agrees to construct homes on the property from 1,400 square feet or larger.
- 3.1.6: Developer agrees to provide 42.26 acres of common area and parks and pathways.
  - 3.1.6.1: 2- community pools (minimum 30-foot by 60-foot in size, each) within proposed common areas with changing rooms, parking, landscaping and tot lot play equipment.
  - 3.1.6.2: 1- tot lot playground including play equipment, grass, trees and shrubs.
  - 3.1.6.3: An open space area located in the northern end of the subdivision which includes a park, gazebo and a paved asphalt pathway (in the Idaho Power easement).
  - 3.1.6.4: Approximately ¾ mile of Mason Creek pathway to include a 10-foot wide paved asphalt surface, grass, trees and shrubs.
  - 3.1.6.5: Approximately 2,000 ft of interconnecting pathways 20-foot wide with a 5-foot wide paved asphalt surface and landscaping throughout the Springhill Neighborhood.
  - 3.1.6.6: 2-scenic roundabouts including rock and water features with landscaping.
  - 3.1.6.7: 1-roundabout or round island including trees and shrubs.

- 3.1.7: Perimeter landscape lots shall be maintained by the homeowners' association and shall be the following dimensions:
  - 3.1.7.1: 25-feet wide adjacent to Lake Hazel Road with a five-foot meandering sidewalk.
  - 3.1.7.2: 30-feet wide adjacent to Kay Avenue with a five-foot meandering sidewalk.
  - 3.1.7.3: 25-feet wide adjacent to Linder Road with an eight-foot meandering sidewalk.
  - 3.1.7.4: 25-feet wide adjacent to Columbia Road with a five-foot meandering sidewalk.
  - 3.1.7.5: 20-feet wide adjacent to Monet Drive with a five-foot detached sidewalk.

- 3.1.8: Fencing shall be as follows:
  - 3.1.8.1: Lake Hazel Road, Kay Avenue, Columbia Road and Linder Road shall consist of a five-foot vinyl fence constructed atop a three-foot high earthen berm for a total minimum screening height measured from the back of the adjacent sidewalk of eight-feet.
  - 3.1.8.2: Pedestrian pathway fencing shall be six-foot tall wrought iron fence.
  - 3.1.8.3: Fencing along the Mason Creek Greenbelt shall be six-foot tall wrought iron fence.
  - 3.1.8.4: Fencing along Monet Drive shall be five-foot vinyl fence or better.
  - 3.1.8.5: Fencing along the internal landscaped buffers shall be five-foot vinyl or five-foot wrought iron.
  - 3.1.8.6: Fencing along the common lots shall be five-foot vinyl and or five-foot wrought iron.

3.1.9: For the interior streets north of Monet Drive shall include a five-foot wide detached sidewalk located within an easement to the Ada County Highway District, off from the back of curb by five-feet. The eight-foot landscape area

shall include grass and trees installed by the developer and maintained by the adjacent homeowner.

Subdivision

3. Commission's Findings (KCC 6-2-3-H-2)

In determining the acceptance of a proposed subdivision, the commission shall consider the objectives of this title and at least the following:

a. The conformance of the subdivision with the comprehensive development plan;
a. The availability of public services to accommodate the proposed development;
b. The continuity of the proposed development with the capital improvement program;
c. The public financial capability of supporting services for the proposed development; and
d. The other health, safety or environmental problems that may be brought to the commission's attention.

Staff Comments:

- **Conformance with the Comprehensive Development Plan:** The proposed zoning designations (R-6 & R-20) comply with the Comprehensive Development Plan.

- **Availability of Public Services:** The City Engineer's report indicates municipal services cannot be guaranteed for this development until the new treatment plant is constructed and operational. Due to the fact that the site is included in the L.I.D., the applicant will be eligible to compete on a first come-first serve bases for approximately 1,500 connections in the existing lagoon WWTP that have been set aside for L.I.D. participants. The applicant may be required to create additional water supply (a new well in the area or acquisition of an existing well) to accommodate adequate supply for fire protection. The Engineer's report is included with this staff report as an exhibit.

- **Capital Improvement Plan:** The proposed development could be integrated with a new capital improvement plan.

- **Financial Capability:** The property is included in the Local Improvement District, which ensures financial capability for municipal services.

- **Health, Safety, Environmental:** There is no known health, safety or environmental concerns related to the site.

Zoning Definitions & Regulations– Kuna City Code & Comprehensive Plan

4. Medium-Low and High Density Multi-Family Residential District Residential District, R-6 and R-20 (KCC 5-2-2-B)

Medium-Low Density Residential District (R-6): The purpose of the R-6 district is to permit the establishment of medium-low density single- and multi-family dwellings not to exceed six (6) dwelling units per net acre. Centralized water and sewer facilities are required.

High Density Multi-Family Residential District (R-20): The purpose of the R-20 district is to permit the establishment of medium-high density and multi-family dwellings not to exceed twenty (20) dwelling units per net acre. All such districts must have direct access and aggress to an arterial or collector thoroughfare and have centralized water and sewer facilities of sufficient size. The predominant housing type will be townhouses and garden apartments.

Medium and High Density Residential, Kuna Comprehensive Plan, § 4-4

Medium Density Residential: To allow for the development of single-family homes in areas where urban services are provided. Uses may include single-family homes at densities

ranging from three to six units per acre. A planned development permit may be required for large subdivisions. Density bonuses may also be considered with the provision of public amenities such as open space, pathways, or land dedicated for public services.

High Density Residential: To allow for the development of multi-family homes in areas where urban services are provided. Within this category, residential densities would exceed a density of six units per acre. This residential development might include duplexes, apartment buildings, townhouses, and other multi-unit dwellings. Other uses within a development may be considered under a planned development permit process. A desirable project would consider the placement of parking areas, fences, berms, and other landscaping features to serve as buffers between neighboring uses.

Allowed Uses, Development Regulations (KCC 5-3-2)

Kuna City Code 5-3-2: Single-family residential dwellings are permitted in an R-6 zone without Special Use or Design Review. Multi-family dwellings (3 or more) require Design Review approval.

- The applicant will be required to go through Design Review for the multi-family area prior to construction.

Road Improvements & Sidewalks – Kuna City Code

5. Street Right of Way Width Specifications (KCC 6-3-4-A)

Street and road right of way widths shall conform to the adopted major street plan or comprehensive development plan and the rules of the state department of highways and the highway district or department having jurisdiction. Minimum right of way standards are as follows:

Expressway or freeway	160-260 feet
Major arterial	80 feet
Minor arterial	80 feet
Collector street	60 feet
Minor street (local)	50 feet

Except that a reduction of minor street width may be allowed by the planning and zoning commission if the street is designed so as not to encourage through movement.

Cul-De-Sac Streets (KCC 6-3-3-G)

Cul-de-sac streets shall not be more than five hundred feet (500') in length and shall terminate with an adequate turnaround having a minimum radius of fifty feet (50') for right-of-way.

Minimum Road Width (KCC 6-3-4-D)

The minimum road width within the Kuna city limits shall be thirty six feet (36') back of curb to back of curb in all zoning districts. Exceptions may be considered by the council on a case by case basis.

Centerline Offsets (KCC 6-3-6-E)

Street centerlines shall be offset by a distance of at least one hundred twenty five feet (125').

Required Public Improvements (KCC 6-4-2 B-D)

Every subdivider shall be required to install the following public and other improvements in accordance with the conditions and specifications as follows:

B. Streets and Alleys: All streets and alleys shall be constructed in accordance with the standards and specifications adopted by the Council. (Ord. 231, 12-7-1977)

C. Curbs and Gutters: Vertical curbs and gutters shall be constructed on collector and arterial streets. Rolled curbs and gutters or other landscaping and drainage as may be established by the Council and consistent with subsection G of this Section shall be required on minor streets. All construction shall be in accordance with the standards and specifications adopted by the Council. (Ord. 403, 10-5-1993)

D. Bicycle Pathways: A bicycle pathway shall be provided within all subdivisions, as part of the public right of way or separate easement, as may be specified in an overall bicycle plan as adopted by the Council. (Ord. 231, 12-7-1977)

Landscape Buffer and Sidewalk (KCC 6-3-11-A & 6-4-2-L)

KCC 6-3-11-A: Kuna City code requires a minimum 20-foot wide planting reserve strip next to collector and arterial roads.

KCC 6-4-2 L: Kuna City code requires a minimum 5-foot wide to 8-foot wide detached concrete sidewalk to be constructed along all arterial and collector roadways with a minimum 10-foot wide landscaped buffer.

Kuna Comprehensive Street Plan Map

The Kuna Comprehensive Street Plan Map has the following designations for the roads within this development:

Lake Hazel Road – the street plan map only covers approx. ½ mile north of Columbia. All other east-west mile roads on the street plan map are designated as minor arterials. Lake Hazel Road should be considered an arterial.

Columbia Road - Minor Arterial

Linder Road – Minor Arterial

Kay Avenue – Mid-mile Collector

East-West Collector (Monet Drive) – The Comprehensive Plan encourages mid-mile collectors to intersect arterial roadways to collect traffic from local roadways and distribute traffic to other arterials.

Kuna Comprehensive Bicycle Plan (Bicycle/Pedestrian Path Master Plan Map)

A Bicycle/Pedestrian Pathway is identified on the east side of Linder Road on the Kuna Comprehensive Bicycle Plan Map. The Bicycle/Pedestrian Master Plan requires an 8-foot wide sidewalk.

Road Improvements & Sidewalks – Proposed & Required / Staff Comments

Internal / Local Roads

The applicant is proposing to construct a majority of the internal local roads (south of Monet Drive) with 50-feet of right-of-way with 36-foot street sections, rolled curb, gutter and 5-foot wide attached sidewalks.

The internal local streets north of Monet Drive are being proposed with 36-foot street sections within 56-feet of right-of-way to allow for a 5-foot wide detached sidewalk with an 8-foot wide landscape strip between the curb and sidewalk.

The applicant is also proposing some reduced street sections where there is a common area in the center of the road. 5-foot wide sidewalk will be constructed on

the side abutting the lots, and curbing along the common area side. Parking will be allowed only on one side (the side which abuts the buildable lots).

Staff Comments / ACHD Requirements:

- The proposed local roads south of Monet Drive with 50-feet of right-of-way and 36-foot street sections with rolled curb, gutter and 5-foot wide sidewalks meet City Code and have been approved by ACHD.

- The proposed local roads north of Monet Drive with 36-foot street sections within 56-feet of right-of-way, 5-foot wide detached sidewalk, vertical curb and an 8-foot wide landscape strip between the curb and sidewalk meet City Code and have been approved by ACHD.

- The few proposed reduced street sections where there is a common area in the center of the road with 5-foot wide sidewalks should be considered by the Commission and City Council. City Code provides for the Commission and City Council to allow an exception to be considered on a case by case basis if the applicant proposes a street section which differs from the standard local street section. ACHD and the Kuna Fire District have recommended approval for the reduced sections.

Collectors

North-South Collector / Kay Avenue:

The applicant is proposing to construct Kay Avenue from Lake Hazel to Columbia with a 30-foot wide landscaped buffer, 42-feet of right-of-way, 5-foot wide **meandering* sidewalks with vertical curb and gutter abutting the site.

The applicant is proposing to construct 3 roadways providing access from Kay Avenue.

Staff Comments / ACHD Requirements:

- Road Improvements: The proposed improvements for Kay Avenue meet Kuna City Code and have been approved by ACHD. **The preliminary plat drawing reflects an attached sidewalk. The applicant is now proposing a meandering sidewalk.*

- Access: ACHD has approved the proposed access locations for Kay Avenue. The following turn lanes will be required on Kay Avenue:
  1. Northbound left turn lanes for all three site approaches
  2. A westbound left turn lane on Kay Avenue at its intersection with Lake Hazel.
  3. An eastbound left turn lane on Kay Avenue at its intersection with Columbia Road.

  ACHD's requirements for the site approaches and turn lanes on Kay Avenue meet City Code.

- Bridge Over Mason Creek: ACHD has required the applicant to realign a portion of Kay Avenue near its intersection with Columbia Road to accommodate the construction of a full bridge crossing of the Mason Creek Feeder. The applicant will be required to construct one bridge crossing of the Mason Creek Feeder on Kay Avenue. Bridge plans shall be submitted for review and approval prior to the pre-construction meeting and plat approval.

East-West Collector / Monet Drive:

The applicant is proposing to construct an east-west collector road (Monet Drive) from Kay Avenue to Linder Road with 60 to 70-feet of right-of-way, a 20-foot wide landscaped buffer, 5-foot wide detached sidewalks, roundabouts, landscaped islands, vertical curb, and gutter.

Staff Comments / ACHD Requirements:

- Road Improvements: The proposed Monet Drive will align with an existing road from the Pear Blossom Subdivision to the east and will meander from Kay to Linder. ACHD has required the applicant to construct Monet Drive with a 36-foot street section with two traffic lanes, bike lanes, vertical curb, gutter and 5-foot wide sidewalk within 50-feet of right-of-way. ACHD will allow for a wider street section (46-feet), which would accommodate 3 traffic lanes, bike lanes, curb, gutter and sidewalks.

- Roundabouts & Islands: The 3 proposed islands and roundabouts have been approved by ACHD. ACHD requires a minimum of 21-foot street sections on either side of the islands and roundabouts. The applicant will be required to coordinate the size and design of the roundabouts with the traffic services department at ACHD prior to construction.

Arterials

Lake Hazel Road:

The applicant is proposing to improve Lake Hazel Road with a **25-foot wide landscaped buffer*, 35-feet of right-of-way, and a 5-foot wide **meandering* sidewalk with vertical curb and gutter.

The applicant is proposing to construct two roadways providing access from Lake Hazel Road.

Staff Comments / ACHD Requirements:

- Road Improvements: ACHD has required the applicant to dedicate 48-feet of right-of-way (from centerline) and construct a 7-foot attached or 5-foot detached concrete sidewalk a minimum of 41-feet from the centerline. The applicant could also dedicate 38-feet of right-of-way from the centerline and construct a sidewalk within an easement for public use. Staff supports the requirements from ACHD for Lake Hazel Road. The required improvements meet City Code. **The preliminary plat reflects a 30-foot wide landscaped buffer and a 5-foot wide attached sidewalk. The applicant is now proposing a 25-foot wide landscaped buffer (due to ACHD additional right-of-way requirements) and a 5-foot wide meandering sidewalk.*

  Access: ACHD has approved the access and has required the applicant to construct westbound turn lanes for both site approaches on Lake Hazel Road. ACHD's requirements for the site approaches and turn lanes on Lake Hazel Road meet City Code.

Columbia Road:

The applicant is proposing to improve Columbia Road with a **25-foot wide landscaped buffer*, 40-feet of right-of-way, and a 5-foot wide **meandering* sidewalk with vertical curb and gutter.

Staff Comments / ACHD Requirements:

- Road Improvements: ACHD has required the applicant to dedicate 48-feet of right-of-way (from centerline and construct a 7-foot attached or 5-foot detached concrete sidewalk a minimum of 41-feet from the centerline. The

applicant could also dedicate 38-feet of right-of-way from the centerline and construct a sidewalk within an easement for public use. Staff supports the requirements from ACHD for Columbia Road. The required improvements meet City Code. **The preliminary plat reflects a 30-foot wide landscaped buffer and a 5-foot wide attached sidewalk. The applicant is now proposing a 25-foot wide landscaped buffer (due to ACHD additional right-of-way requirements) and a 5-foot wide meandering sidewalk.*

- Access: The applicant is not proposing access on Columbia Road (other than Kay Avenue) at this time. Future access to the proposed multi-family area on Columbia Road will be re-evaluated with a development application.

Linder Road:
The applicant is proposing to improve Linder Road with a **25-foot wide landscaped buffer*, 35-feet of right-of-way, and an 8-foot wide **meandering* sidewalk with vertical curb and gutter.

The applicant is proposing to construct one access providing access from Linder Road.

Staff Comments / ACHD Requirements:

- Road Improvements: ACHD has required the applicant to dedicate 48-feet of right-of-way (from centerline) and construct a 7-foot attached or 5-foot detached concrete sidewalk a minimum of 41-feet from the centerline. The applicant could also dedicate 38-feet of right-of-way from the centerline and construct a sidewalk within an easement for public use. Staff supports the requirements from ACHD for Linder Road, with the exception that the applicant should construct an 8-foot wide sidewalk in accordance with Kuna's Comprehensive Bicycle Plan. The required improvements, with the construction of an 8-foot sidewalk, meet City Code. **The preliminary plat reflects a 30-foot wide landscaped buffer and an 8-foot wide attached sidewalk. The applicant is now proposing a 25-foot wide landscaped buffer (due to ACHD additional right-of-way requirements) and an 8-foot wide meandering sidewalk.*

  Access: ACHD has approved the proposed access and has required the applicant to construct one southbound turn lane for the site approach on Linder Road. ACHD's requirements for the site approach and turn lane on Linder Road meets City Code.

Stub Streets, Offsets and Cul-de-sacs:
Stub Street / Future access to adjacent properties: The applicant is proposing to provide one stub street to the south. ACHD has required the applicant to provide design and cost estimates for the construction of the Mason Creek crossing for the property to the south. The applicant will also be required to provide a road trust fund for the construction of one-half of the crossing and for the full street improvements including curb, gutter, and sidewalk on the north side of the crossing.

Centerline Offsets: The proposed roadway centerline offsets are all a minimum distance of 125-feet (125').

Cul-de-sacs: The proposed Cul-de-sac streets are not more than five hundred feet (500') in length and terminate with a minimum radius of fifty feet (50').

Staff Comments / ACHD Requirements:

- ACHD has approved the proposed stub streets, centerline offsets and cul-de-sacs. City code requires a minimum 50-foot radius on cul-de-sacs, and ACHD requires 45-feet. The applicant will be required to comply with City Code, and provide a 50-foot radius as proposed.

Large Scale Development – Kuna City Code

6. Large Scale Development Definition (KCC 5-1-6-2)

A subdivision, the size of which consists of fifty (50) or more lots or dwelling units.

Large Scale Development Subdivision (KCC 6-5-4)

Due to the impact that a large scale development would have on public utilities and services, the developer shall submit the following information along with the preliminary plat: A. Identification of all public services that would be provided to the development (i.e., fire protection, police protection, central water, central sewer, road construction, parks and open space, recreation, maintenance, schools and solid waste collection). B. Estimate the public service costs to provide adequate service to the development. C. Estimate the tax revenue that will be generated from the development. D. Suggested public means of financing the services for the development if the cost for the public services would not be offset by tax revenue received from the developer.

Large Scale Development Public Sites and Open Spaces (6-3-12-C and 5-6-4-C)

In the case of planned unit developments and large scale developments, the commission may require sufficient park or open space facilities of acceptable size, location and site characteristics that may be suitable for the proposed development.

Staff Comments – Large Scale Development:

- Public Services: The public services that will be provided to the development are listed under "Services" in this staff report.
- Revenue Generation: The applicant has provided an estimated revenue generation (based on 709 lots), which is included as an exhibit attached with this staff report.
- Public Sites and Open Spaces: The applicant has proposed approximately 18.7% (approximately 42.26 acres) of open space. More details about the open space are included in the "Landscaping and Open Space" section of this staff report.

Landscaping, Fencing and Open Space – Kuna City Code

7. Landscaped Entrance (KCC 6-4-2-P)

All entrances to and exits from subdivisions shall be landscaped in a manner approved by the planning and zoning commission and/or department of urban forestry.

One Tree per lot required (KCC 6-4-2-S)

Kuna City Code requires that a minimum of one tree per lot shall be provided by the developer.

Pedestrian Walkways / Pathways (KCC 6-4-2-L & 6-3-7)

KCC 6-4-2-L (walkway /pathway portion): Pedestrian walkways which are not adjacent to a public street, when required, shall have easements at least ten feet (10') in width and include a paved walk at least five feet (5') in width.

KCC 6-3-7: Right of way for pedestrian walkways in the middle of long blocks may be required where necessary to obtain convenient pedestrian circulation to schools, parks or shopping areas; the pedestrian easement shall be at least ten feet (10') wide.

Right-of-Way / Greenbelt Fencing (KCC 6-4-2-M, 6-4-2-Q & 5-5-6-C-5)

KCC 6-4-2-M: Greenbelts or landscaping screening may be required for the protection of residential properties from adjacent major arterial streets, waterways, railroad rights of way or other features. Subdivision plats shall show the location of any greenbelt areas.

KCC 6-4-2-Q: A fence that abuts an arterial or collector road should be uniform from intersection to intersection and must include a landscaped berm and fence, six feet (6') in height (measured from the crest of the road) that is permanent and maintenance free. Acceptable fencing would include metal, rock, vinyl and the posts must be installed in concrete. No wood fencing would be allowed. The only exception is around parks (for safety reasons), an open fence may be required. A fence plan must be submitted with the preliminary plat application for approval.

KCC 5-5-6-C-5: Any fence that exceeds six feet (6') in height must have a special permit.

Greenbelt & Fences on Right of Way or Easements (5-5-6-F)

Where required by provision of this subsection, shall be of dense coniferous planting or climbing varieties of non-deciduous vines on permanently installed aluminum mesh fencing or solid non-vision type fencing of such design and material that retains its attractiveness with nominal maintenance.

Landscaping, Fencing and Open Space – Proposed

- Subdivision entrances: All entrances are being proposed with lawn, 2'-3' berms, shade, ornamental and evergreen trees, and island planters with ornamental street trees, shrub plantings, and monument entry signs.

- Landscaped Buffers: The buffers include 2" caliper shade and ornamental trees, evergreen trees, 2 gallon – 5 gallon shrubs and grasses. The landscaped areas will be served with an automatic irrigation system. The applicant is proposing landscaped buffers along the following roadways:

    - 30-foot wide Buffers: Lake Hazel, Columbia, Linder, Kay
    - 20-foot wide Buffers: Monet, Lacross, Botanic Garden, Sage, Nitro (approx. 18')
    - 10 to18-foot wide Buffers: Luxury, Tasha, Town of Lyon, Manfredo, Bartran, Tyron, Wychwood
    - 8-foot wide Buffers/landscape strips: The internal local roads north of Monet Drive contain an 8-foot wide landscape strip with a separated sidewalk. The buffer strip is located within the right-of-way and a portion of the sidewalk is located outside of the right-of-way. The portion of the sidewalk outside of the right-of-way shall be dedicated in an easement for public use. *The landscape strip shall be maintained by the homeowners association. The applicant is proposing that the adjacent *homeowner* maintain the grass strip in front of their property.

- Roundabouts: The applicant is proposing two roundabouts on Monet Drive and one roundabout on Sage Street. The roundabouts on Monet Drive have a 75-foot radius (150-feet entire length). The roundabouts include rock and water features with grass, ornamental trees and evergreen trees. The roundabout on Sage Street has a 25-foot radius (50-feet entire length). The roundabout on Sage Street appears to include grass and trees.

- Pathways / Pedestrian Walkways: The applicant is proposing 20-foot wide pedestrian pathways with a 5-foot wide paved surface and landscaping throughout

the subdivision. Some of the paved pathways lead to the proposed common areas, and continue throughout the common areas as well. There are some wider meandering pedestrian pathways which lead to the Mason Creek pathway as well.

- Mason Creek Pathway: The applicant is proposing a landscaped pathway along the Mason Creek Feeder, which is located along the southern property boundary. The proposed pathway contains a 10-foot wide asphalt pathway, grass, trees and shrubs. *Note: Boise Project Board of Control must first approve any improvements or activity within its easement prior to construction. The letter submitted by the Board of Control indicates that only grass is allowed.*

- Common Areas: The applicant is proposing some common areas throughout the subdivision and has provided a detailed landscape plan outlining the location and contents of each open space area.

    - Two common space areas (one located to the north and one to the south) include a 30-foot by 60-foot community pool, changing rooms, play world tot lot play equipment, and a parking lot with 10 parking spaces. The areas also include landscaping with lawn and several types of trees and shrubs. The common areas are buffered from the residential lots with dense landscaping and fencing.

    - One common tot lot playground with tot lot play equipment, grass, trees and shrubs.

    - An open space area located in the northern end of the subdivision which includes a park, gazebo, paved asphalt pathway and storm drain ponds.

    - Some common areas throughout the subdivision containing landscaping and paved pedestrian pathways.

- Fencing:

    - Right-of-Way - Lake Hazel, Kay, Columbia and Linder Roads: The applicant is proposing 5-foot tall vinyl fencing atop a three-foot high earthen berm for a total minimum screening height measured from the back of the adjacent sidewalk of eight feet.
    - Right-of-Way – Monet Drive: The applicant is proposing a five-foot vinyl or better fence along Monet Drive.
    - Internal landscaped buffers: The applicant is proposing five-foot vinyl or five-foot wrought iron fencing along the internal landscaped buffers.
    - Pedestrian Pathway Fencing: The applicant is proposing 6-foot tall wrought iron fencing along both sides of the pedestrian pathways throughout the subdivision.
    - Mason Creek Greenbelt Fencing: The applicant is proposing six-foot tall wrought iron fencing along the Mason Creek Greenbelt pathway.
    - Common Area Fencing: The applicant is proposing five-foot vinyl and or five-foot wrought iron fencing along the common areas.

- One tree per lot required: The applicant shall provide one tree per buildable lot.

8. Lateral (KCC 6-4-2-R)

Piping of Ditches: All irrigation ditches, and laterals, excluding major canals and natural waterways located within the development boundaries shall be tiled. Major canals and natural waterways located within or adjacent to the development boundaries shall be fenced

or tiled. Any improvements involving the distribution system of any irrigation district shall have the prior written approval of that affected district.

Boise Project Board of Control's Information and Requirements (see report for all requirements):

- The United States' Painter Lateral, Meridian Lateral and Mason Creek Feeder lie within the boundary of the above-mentioned location.
- The Boise Project Board of Control is contracted to operate and maintain these facilities. The Boise Project asserts a federal easement 20-feet north and 19-feet south of the Painter Lateral centerline, 12-feet each direction of the Meridian Lateral centerline and 37-feet north and 35-feet south of Mason Creek Feeder centerline. The easements are for the operation and maintenance of the facilities.
- The Boise Project Board of Control has required wording on the recorded plat to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statures, Title 42-1209.
- Fencing (as may be required) must be constructed just off the canal and/or drain easement.
- The Boise Project does not approve landscaping (other than grass) within its easement.
- The construction of any roadway crossings must be conducted only during the non-irrigation season when the lateral is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.
- Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.
- *Staff comment: All Boise Project Board of Control and utility areas within the site shall be protected with an easement and all improvements and activity shall be approved by the appropriate agency prior to usage or construction.*

9. Street Lights (KCC 6-4-2-N)

Kuna City Code requires that street lights are installed at all intersections, near the fire hydrants, and have a maximum spacing of two hundred fifty feet (250') throughout the interior and exterior of the subdivision. A sub divider shall conform to the requirements of the city and the public utility providing such lighting.

The proposed lighting does not meet KCC 6-4-2-N. The applicant shall be required to install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision. The applicant shall be required to submit a lighting plan in accordance with KCC 6-4-2-N.

10. Street Names (KCC 6-3-5 A & B)

A. Street names shall not duplicate any existing street name within the county except where a new street is an uninterrupted extension and continuation of an existing street. Street names that may be spelled differently but sound the same as existing streets shall not be used.

B. All new streets shall be named as follows: Streets having a predominately north-south direction shall be named "Avenue" or "Road"; streets having a predominately east-west direction shall be named "Street" or "Way"; meandering streets shall be named "Drive", "Lane", "Path" or "Trail"; and cul-de-sacs shall be named "Circle", "Court" and "Place". Note: Ada County street naming code slightly differs from Kuna's code. The following modifications are based on Ada County and Kuna's codes.

- The proposed street names shall be modified as follows:

FROM	TO
W BUCKLE DRIVE	E BUCKLE DRIVE
W SHAYLEE DRIVE	E SHAYLEE DRIVE
W TALBOT GARDEN AVENUE	E TALBOT GARDEN STREET
W SONNENBERG WAY	E SONNENBERG DRIVE (OR STREET)
W PROSPER DRIVE	E PROSPER DRIVE
W OLD KINGS DRIVE	E OLD KINGS DRIVE
W BLUE MOON DRIVE	E BLUE MOON DRIVE
W MONET DRIVE	E MONET DRIVE
W ST. ANDREW WAY	E ST. ANDREW DRIVE
W JAMISON DRIVE (AND LOOP)	E JAMISON DRIVE
W SOUTH COAST ST	E SOUTH COAST STREET
W OLIVE DRIVE	E OLIVE DRIVE
W GLISTEN STREET	E GLISTEN STREET
W ALTHORP AVENUE	E ALTHORP STREET
S WINTERTHUR AVENUE	E WINTERTHUR STREET
W LONGWOOD STREET	E LONGWOOD STREET
W SWISS ST	E SWISS STREET (OR DRIVE)
W TAMPA STREET	E TAMPA STREET
W NESS GARDENS STREET	E NESS GARDENS STREET
W SARATOGA STREET	E SARATOGA STREET
W TYRON STREET	E TYRON STREET
W STOURHEAD STREET	E STOURHEAD STREET
W ASHLAND STREET	E ASHLAND STREET
W WYCHWOOD STREET	E WYCHWOOD STREET
W SAGE STREET	E SAGE STREET
W TWINE STREET	E TWINE STREET
W GRAIL STREET	E GRAIL STREET
W NITRO STREET	E NITRO STREET
S BELLINGRATH STREET	E BELLINGRATH STREET
W BARTRAN STREET	E BARTRAN STREET
W ST. PETE STREET	E ST. PETE STREET
W ORLANDO DRIVE	E ORLANDO DRIVE
W VANDUSEN STREET	E VANDUSEN STREET
S BUTCHART AVENUE	N BUTCHART AVENUE
S WITSHIRE CT	N WITSHIRE CT
S WITSHIRE WAY	N WITSHIRE AVENUE
S LANFORD WAY	N LANFORD AVENUE
S MINTER GARDEN AVENUE	N MINTER GARDEN AVENUE
S HARTLEY PARK COURT	N HARTLEY PLACE
S WITSHIRE AVENUE	N [NEW NAME] AVENUE
S WAKEHURST AVENUE	N WAKEHURST AVENUE
S BONFANTE STREET	N BONFANTE AVENUE
S COPPER BEACH AVENUE	N COPPER BEACH AVENUE
S MANFREDO WAY	N MANFREDO AVENUE
S HAMBURG STREET	N HAMBURG AVENUE
S MAPLE LAWN STREET	N MAPLE LAWN AVENUE
S TOWN OF LYON WAY	N TOWN OF LYON AVENUE
S SHORT LAKE LOOP	N SHORT LAKE AVENUE
S KINGSTOWN WAY	N KINGSTOWN AVENUE
S TILDEN PARK AVENUE	N TILDEN PARK AVENUE
S TASHA STREET	N TASHA AVENUE
S BUTTON DRIVE	N BUTTON AVENUE

S DEWSTOW PARK AVENUE	N DEWSTOW PARK AVENUE
S KAROO GARDEN DRIVE	N KAROO GARDEN AVENUE
S CARLEE DRIVE	N CARLEE AVENUE
S CARLEE COURT	N CARLEE PLACE
S LUXURY STREET	N LUXURY AVENUE
S SEA WORLD AVENUE	N SEA WORLD AVENUE
S LACROSS WAY	N LACROSS AVENUE
S BOTANIC GARDEN WAY	N BOTANIC GARDEN AVENUE
S TEL AVIV GARDEN DRIVE	N TEL AVIV GARDEN AVENUE
S HARTLEY PARK LOOP	N HARTLEY PARK AVENUE

- The applicant shall obtain written approval from the Ada County Development Services Street Naming Committee for all street names within the subdivision prior to final plat approval and/or construction.

11. Services

Fire protection – Kuna Rural Fire District
Sewage disposal – City of Kuna Municipal
Water service – City of Kuna Municipal
Irrigation district – New York Irrigation District

12. Official Height and Area Regulations (KCC 5-3-3)

Kuna City Code has the following building requirements for an R-6 zone:

Maximum Height –	35-feet
Minimum Lot Width –	45-feet
Front setback –	20-feet
Garage setback –	20-feet
Rear setback –	15-feet
Interior side –	5-feet
Street side –	20-feet
Maximum lot coverage –	40%
Minimum lot area per D.U. –	4,500 square-feet

Kuna City Code has the following building requirements for an R-20 zone:

Maximum Height –	40-feet
Minimum Lot Width –	40-feet
Front setback –	20-feet
Garage setback –	20-feet
Rear setback –	15-feet
Interior side –	5-feet
Street side –	20-feet
Maximum lot coverage –	60%
Minimum lot area per D.U. –	1,300 square-feet

*A 15-foot setback may be allowed for living areas, side entry garage, or non-access side streets.

*Flag lots shall be a minimum of 30-feet wide.

- The applicant is proposing a variety of lot sizes and frontages. The proposed dimensions for lot size and lot frontages meet City code. Setbacks will be evaluated upon building permit request.

13. Kuna Comprehensive Plan Map (Section 4-3, Figure 4.3-1)

The site location is designated at Medium Development Density (4-6 units/acre) and High Development Density (7+ units/acre) on the Kuna Comprehensive Future Land Use Map.

- The proposed R-6 and R-20 zones with residential land use comply with the Kuna Comprehensive Future Land Use Map.

14. Staff Recommendation

Based on Staff's review of the application, staff concludes the applications complies with Kuna City Code and the Kuna Comprehensive Plan, and forwards a recommendation of approval with standard and specific conditions to the Council, as set out in the proposed Findings of Fact and Conclusions of Law attached hereto.

D. Findings of Facts:

1. As to existing site conditions, the Council finds the following:

Surrounding Land Use and Zoning:

North	RR (Ada County)	Agricultural
South	RR (Ada County)	Agricultural
East	RR (Ada County) & A (Kuna City)	Agricultural, Pear Blossom Subdivision, 1-acre lots
West	RR (Ada County) & A (Kuna City)	Agricultural

Parcel Numbers:
S1301212400, 1585 W Lake Hazel Rd
S1301233900, S Linder Rd
S1301235459, S Linder Rd
S1301336300, 7640 S Linder Rd (portion)
S1301346660, 930 W. Columbia Rd

Comprehensive Plan Future Land Use Map:
The site is identified as Medium Development Density (4-6 units/acre) and High Density Residential (7+ units/acre) on the Comprehensive Future Land Use Map (the Future Land Use Map was recently amended to reflect the designations).

Property size:
Approximately 225.54-acres

Existing Structures:
The site currently contains some outbuildings and residential dwellings which will be removed.

Existing Vegetation and Natural Features:
The existing vegetation consists of natural soil, grass, trees and shrubs. Mason Creek runs along the southern boundary of the site.

2. As to procedural items, the Council finds the following:

- All required procedural items have been completed in accordance with Kuna City Code.

3. As to the project description, the Council finds the following:

- The applicant is requesting preliminary plat and rezone approval with a Development Agreement for an R-6 zone with 702 single-family lots on approximately 221 acres and an R-20 zone with 2 multi-family lots on approximately 4.5 acres. The site is located on Lake Hazel, Columbia, Linder and Kay Roads.

4. **As to Kuna City Code, the Council finds the following:**
   - The proposed Subdivision complies with Kuna City Code.

5. **As to the Kuna Comprehensive Plan, the Council finds the following:**
   - The proposed Subdivision complies with the Kuna Comprehensive Plan.

E. Conclusions of Law:

If any of the following Conclusions of Law are determined to be Findings of Fact, they shall be included in that section.

1. Based on the evidence contained in File #'s 06-12-S, 06-10-ZC and 06-11-DA, the Kuna City Council finds that File #'s 06-12-S, 06-10-ZC and 06-11-DA complies with Kuna City Code.

2. Based on the evidence contained in File #'s 06-12-S, 06-10-ZC and 06-11-DA, the Kuna City Council finds that File #'s 06-12-S, 06-10-ZC and 06-11-DA complies with the Kuna Comprehensive Plan.

F. Planning & Zoning Commission Recommendation to City Council:

On January 9, 2007, the Kuna Planning & Zoning Commission recommended approval of the proposed Rezone, Preliminary Plat and Development Agreement with the following conditions:

- R-6 & R-20 zones approved as proposed on preliminary plat (staff shall revise the density for each zone to reflect 702 dwelling units in the R-6 zone and a maximum of 78 dwelling units in the R-20 zone.)
- Meet all staff and agency requirements.
- Revise the following items in the proposed Development Agreement:
  - 3.1.5: ~~Developer agrees to construct homes on the property from 1,400 square feet of larger.~~ Executive homes shall be a minimum of 2,600 to 4,000 square-feet. Traditional homes shall be a minimum of 2,000 to 3,200 square-feet. Village homes shall be a minimum of 1,400 to 2,200 square-feet.
  - 3.1.6.2: 2- community pools (minimum 30-foot by 60-foot in size), each within proposed common areas with changing rooms, parking, landscaping and tot lot play equipment. Play equipment shall be submitted and approved by staff.
  - 3.1.6.8: Developer shall provide two basketball courts to be located within the common areas, outside of any drainage swale or drainage facilities. The basketball courts and locations shall be submitted and approved by staff.
  - 3.1.7.2: 30-feet wide adjacent to Kay Avenue with a five-foot meandering sidewalk. The buffer width may be reduced in the location abutting the developed portion of Pear Blossom Subdivision, where the developer will construct the full street section. The reduced buffer width shall be submitted and approved by staff.
  - 3.1.8: Fencing shall be as follows: A composite material or equal may replace vinyl where vinyl fencing is proposed:
  - 3.1.8.4: Fencing along Monet Drive shall be ~~five-foot~~ six-foot vinyl fence or ~~better~~ equal.
  - 3.1.8.5: Fencing along the internal landscaped buffers shall be ~~five-foot~~ six-foot vinyl or five-foot wrought iron.
  - 3.1.8.6: Fencing along the common lots shall be ~~five-foot~~ four-foot solid, two-foot lattice vinyl and or five-foot wrought iron.
  - 3.1.10: Kay Avenue shall be constructed with a full street section to include curb, gutter and sidewalk on both sides abutting the developed portion of Pear Blossom Subdivision.

3.1.11: Brick or stone or stucco and durable siding material shall be included on all structures within the R-20 zone area.

G. Kuna City Council Decision:

On February 6, 2007, the Kuna City Council unanimously approved the proposed Rezone, Preliminary Plat and Development Agreement with the following conditions:

- R-6 & R-20 zones approved as proposed with a maximum dwelling units of 702 in the R-6 zone and a maximum 78 dwelling units in the R-20 zone for a maximum total density of 3.46 dwelling units per acre.
- Meet all staff and agency requirements.
- Meet Planning and Zoning Commission recommendations with the following revisions:
    - Executive homes shall be a minimum of 2,200 square-feet (no maximum).
    - Traditional homes shall be a minimum of 1,800 square-feet (no maximum).
    - Village homes shall be a minimum of 1,400 square-feet (no maximum).
    - Fencing for common areas shall be wrought iron.
- Developer shall work with the landowners adjacent to Kay (on east) for any fencing issues – relocation and/or replacement if needed for the construction of Kay.

H. Staff Site Specific Conditions of Approval:

1. Development Agreement

The Commission and Council may require additional and/or modify specific items in the Development Agreement regarding maximum heights, sizes, designs, fencing, etc.

Road Improvements & Sidewalks

2. Internal / Local Roads:

- Construct the internal local roads south of Monet Drive with 50-feet of right-of-way and 36-foot street sections with rolled curb, gutter and 5-foot wide sidewalks.

- Construct the internal local roads north of Monet Drive with 36-foot street sections within 56-feet of right-of-way, 5-foot wide detached sidewalk, vertical curb and an 8-foot wide landscape strip between the curb and sidewalk.

- Construct the proposed reduced street sections where there is a common area in the center of the road with 5-foot wide sidewalks with Commission and City Council approval.

Collectors, Roundabouts, Islands and Bridge:

- **North-South Collector / Kay Avenue:**
  Construct Kay Avenue from Lake Hazel to Columbia with a 30-foot wide landscaped buffer, 42-feet of right-of-way, 5-foot wide meandering sidewalks with vertical curb and gutter abutting the site.

- **East-West Collector / Monet Drive:**
  Construct an east-west collector road (Monet Drive) from Kay Avenue to Linder Road with a 36-46 foot street section, 20-foot wide landscaped buffer, 5-foot wide detached sidewalks, roundabouts, landscaped islands, vertical curb and gutter.

- **Access:** ACHD has approved the proposed access locations for Kay Avenue. Construct the following turn lanes on Kay Avenue:
    1. Northbound left turn lanes for all three site approaches

2. A westbound left turn lane on Kay Avenue at its intersection with Lake Hazel.
3. An eastbound left turn lane on Kay Avenue at its intersection with Columbia Road.

- **Roundabouts & Islands:** The 3 proposed islands and roundabouts have been approved by ACHD. Provide a minimum of 21-foot street sections on either side of the islands and roundabouts. Coordinate the size and design of the roundabouts with the traffic services department at ACHD prior to construction.

- **Bridge Over Mason Creek:** Realign a portion of Kay Avenue near its intersection with Columbia Road to accommodate the construction of a full bridge crossing of the Mason Creek Feeder. Construct one bridge crossing of the Mason Creek Feeder on Kay Avenue. Submit bridge plans for review and approval prior to the pre-construction meeting and plat approval.

Arterials:

- **Lake Hazel Road:**
  Improve Lake Hazel Road with a 25-foot wide landscaped buffer, 48-feet of right-of-way, and a 5 to7-foot wide meandering sidewalk. The applicant could dedicate 38-feet of right-of-way instead of 48-feet from the centerline and construct a sidewalk within an easement for public use.

- **Access:** Construct two roadways providing access from Lake Hazel Road and construct westbound turn lanes for both site approaches.

- **Columbia Road:**
  Improve Columbia Road with a 25-foot wide landscaped buffer, 48-feet of right-of-way, and a 5 to 7-foot wide meandering sidewalk. The applicant could dedicate 38-feet of right-of-way instead of 48-feet from the centerline and construct a sidewalk within an easement for public use.

- **Access:** Future access to the proposed multi-family area on Columbia Road will be re-evaluated with a development application.

- **Linder Road:**
  Improve Linder Road with a 25-foot wide landscaped buffer, 48-feet of right-of-way, and an 8-foot wide meandering sidewalk. The applicant could dedicate 38-feet of right-of-way instead of 48-feet from the centerline and construct a sidewalk within an easement for public use.

- **Access:** Construct the one proposed access on Linder Road. Construct one southbound turn lane for the site approach on Linder Road.

Stub Street:

- **Stub Street / Future access to adjacent properties:** Provide one stub street to the south, as proposed. Provide design and cost estimates for the construction of the Mason Creek crossing for the property to the south. Provide a road trust fund for the construction of one-half of the crossing and for the full street improvements including curb, gutter, and sidewalk on the north side of the crossing.

Landscaping

3. **Subdivision entrances:** Construct the subdivision entrances with lawn, 2'-3' berms, shade, ornamental and evergreen trees, and island planters with ornamental street trees, shrub plantings, and monument entry signs, as proposed.

- **Landscaped buffers:** Landscape the buffers with 2" caliper shade and ornamental trees, evergreen trees, 2 gallon – 5 gallon shrubs and grasses. Install an automatic irrigation system to provide water to the landscaped areas. Provide the following width for the buffers:

    - 30-foot wide Buffer: Kay Avenue
    - 25-foot Buffers: Lake Hazel, Linder and Columbia Roads
    - 20-foot wide Buffers: Monet, Lacross, Botanic Garden, Sage, Nitro (approx. 18')
    - 10 to18-foot wide Buffers: Luxury, Tasha, Town of Lyon, Manfredo, Bartran, Tyron, Wychwood
    - 8-foot wide Buffers/landscape strips: The internal local roads north of Monet Drive contain an 8-foot wide landscape strip with a separated sidewalk. The buffer strip is located within the right-of-way and a portion of the sidewalk is located outside of the right-of-way. The portion of the sidewalk outside of the right-of-way shall be dedicated in an easement for public use. The landscape strip shall be maintained by the homeowners association.

- **Roundabouts:** Within the roundabouts on Monet Drive, install rock and water features with grass, ornamental trees and evergreen trees. Within the roundabout/island on Sage Street, install grass and trees, as proposed.

- **Pathways / Pedestrian Walkways:** Construct 20-foot wide pedestrian pathways with a 5-foot wide paved surface and landscaping throughout the subdivision, as proposed. Construct some of the paved pathways leading to the common areas, and continue throughout the common areas, as proposed. Construct some wider meandering pedestrian pathways (as shown on the proposed landscape plan) which lead to the Mason Creek pathway.

- **Mason Creek Pathway:** Construct a landscaped pathway along the Mason Creek Feeder, located along the southern property boundary, as proposed. Construct a 10-foot wide asphalt pathway with grass, trees and shrubs, as proposed. *Note: Boise Project Board of Control must first approve any improvements or activity within its easement prior to construction.*

- **Common Areas:** Provide common areas throughout the subdivision as indicated on the submitted detailed landscape plan. The plan outlines the location and contents of each open space area. The following common areas shall contain at least the proposed following items:

    - Two common space areas (one located to the north and one to the south) include a 30-foot by 60-foot community pool, changing rooms, play world tot lot play equipment, and a parking lot with 10 parking spaces. Include landscaping with lawn and several types of trees and shrubs. Buffer the common areas from the residential lots with dense landscaping and fencing, as proposed.

    - One common tot lot playground with tot lot play equipment, grass, trees and shrubs.

    - An open space area located in the northern end of the subdivision: Include a park, gazebo, paved asphalt pathway and storm drain ponds, as proposed.

- Some common areas throughout the subdivision shall contain landscaping and paved pedestrian pathways, as proposed.

- **One tree per lot:** Provide one tree per buildable lot.

Fencing

4. **Right-of-way – Lake Hazel, Kay, Columbia and Linder Roads:** Construct a 5-foot tall vinyl fence atop a three-foot high earthen berm for a total minimum screening height measured from the back of the adjacent sidewalk of eight feet, as proposed.
   - **Right-of-Way – Monet Drive:** Construct a six-foot tall vinyl fence along Monet Drive.
   - **Internal landscaped buffers:** Construct a five-foot vinyl or five-foot wrought iron fencing along the internal landscaped buffers, as proposed.
   - **Pedestrian Pathway Fencing:** Construct six-foot tall wrought iron fencing along both sides of the pedestrian pathways throughout the subdivision, as proposed.
   - **Mason Creek Greenbelt Fencing:** Construct six-foot tall wrought iron fencing along the Mason Creek Greenbelt pathway, as proposed.
   - **Common Area Fencing:** Construct five-foot vinyl and or five-foot wrought iron fencing along the common areas, as proposed.

5. **Lateral / Boise Project Board of Control Easements**
   All Boise Project Board of Control and utility areas within the site shall be protected with an easement and all improvements and activity shall be approved by the appropriate agency prior to usage or construction.

6. **Street Lights**
   Install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision. Submit a lighting plan in accordance with KCC 6-4-2-N.

7. **Street Names**
   The proposed street names shall be modified as follows to meet Kuna City Code:

FROM	TO
W BUCKLE DRIVE	E BUCKLE DRIVE
W SHAYLEE DRIVE	E SHAYLEE DRIVE
W TALBOT GARDEN AVENUE	E TALBOT GARDEN STREET
W SONNENBERG WAY	E SONNENBERG DRIVE (OR STREET)
W PROSPER DRIVE	E PROSPER DRIVE
W OLD KINGS DRIVE	E OLD KINGS DRIVE
W BLUE MOON DRIVE	E BLUE MOON DRIVE
W MONET DRIVE	E MONET DRIVE
W ST. ANDREW WAY	E ST. ANDREW DRIVE
W JAMISON DRIVE (AND LOOP)	E JAMISON DRIVE
W SOUTH COAST ST	E SOUTH COAST STREET
W OLIVE DRIVE	E OLIVE DRIVE
W GLISTEN STREET	E GLISTEN STREET
W ALTHORP AVENUE	E ALTHORP STREET
S WINTERTHUR AVENUE	E WINTERTHUR STREET
W LONGWOOD STREET	E LONGWOOD STREET
W SWISS ST	E SWISS STREET (OR DRIVE)
W TAMPA STREET	E TAMPA STREET
W NESS GARDENS STREET	E NESS GARDENS STREET
W SARATOGA STREET	E SARATOGA STREET
W TYRON STREET	E TYRON STREET

W STOURHEAD STREET	E STOURHEAD STREET
W ASHLAND STREET	E ASHLAND STREET
W WYCHWOOD STREET	E WYCHWOOD STREET
W SAGE STREET	E SAGE STREET
W TWINE STREET	E TWINE STREET
W GRAIL STREET	E GRAIL STREET
W NITRO STREET	E NITRO STREET
S BELLINGRATH STREET	E BELLINGRATH STREET
W BARTRAN STREET	E BARTRAN STREET
W ST. PETE STREET	E ST. PETE STREET
W ORLANDO DRIVE	E ORLANDO DRIVE
W VANDUSEN STREET	E VANDUSEN STREET
S BUTCHART AVENUE	N BUTCHART AVENUE
S WITSHIRE CT	N WITSHIRE CT
S WITSHIRE WAY	N WITSHIRE AVENUE
S LANFORD WAY	N LANFORD AVENUE
S MINTER GARDEN AVENUE	N MINTER GARDEN AVENUE
S HARTLEY PARK COURT	N HARTLEY PLACE
S WITSHIRE AVENUE	N [NEW NAME] AVENUE
S WAKEHURST AVENUE	N WAKEHURST AVENUE
S BONFANTE STREET	N BONFANTE AVENUE
S COPPER BEACH AVENUE	N COPPER BEACH AVENUE
S MANFREDO WAY	N MANFREDO AVENUE
S HAMBURG STREET	N HAMBURG AVENUE
S MAPLE LAWN STREET	N MAPLE LAWN AVENUE
S TOWN OF LYON WAY	N TOWN OF LYON AVENUE
S SHORT LAKE LOOP	N SHORT LAKE AVENUE
S KINGSTOWN WAY	N KINGSTOWN AVENUE
S TILDEN PARK AVENUE	N TILDEN PARK AVENUE
S TASHA STREET	N TASHA AVENUE
S BUTTON DRIVE	N BUTTON AVENUE
S DEWSTOW PARK AVENUE	N DEWSTOW PARK AVENUE
S KAROO GARDEN DRIVE	N KAROO GARDEN AVENUE
S CARLEE DRIVE	N CARLEE AVENUE
S CARLEE COURT	N CARLEE PLACE
S LUXURY STREET	N LUXURY AVENUE
S SEA WORLD AVENUE	N SEA WORLD AVENUE
S LACROSS WAY	N LACROSS AVENUE
S BOTANIC GARDEN WAY	N BOTANIC GARDEN AVENUE
S TEL AVIV GARDEN DRIVE	N TEL AVIV GARDEN AVENUE
S HARTLEY PARK LOOP	N HARTLEY PARK AVENUE

- Obtain written approval from the Ada County Development Services Street Naming Committee for all street names within the subdivision prior to construction.

I. Standard Conditions of Approval:

The following list details the tasks (in order) that the applicant and/or owner must complete before the approval of Springhill Subdivision will be considered final. Please note that you have one year from the date of the written decision of the council to complete these tasks and submit a final plat unless a time extension is granted.

1. The applicant and/or owner shall obtain written approval of the plat from the agencies noted below. The approval may be either on agency letterhead referring to the approved

use or may be written/stamped upon a copy of the approved plat. All site improvements are prohibited prior to approval of these agencies:

a) The City Engineer must approve the sewer hook-up.

b) The Kuna Fire District must approve all fire flow requirements and/or building plans.

c) The Boise-Kuna Irrigation District must approve all proposed modifications to the existing irrigation system.

d) The City Engineer must approve a surface drainage run-off plan. As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".

2. The final plat shall be meet the final plat specifications listed in Section 6-2-4 of the Kuna City Code.

3. The final plat shall be in substantial conformance with the approved preliminary plat.

4. Prior to approval by the Kuna City Council, the plat shall contain the following certificates and/or endorsements:

a) signature of the owner(s),

b) certificate of the plat surveyor,

c) certificate of the County Surveyor,

d) endorsement of the Central District Health Department,

e) endorsement of the Ada County Highway District

5. The following statements shall appear on the face of the final plat:

a) This development recognizes Idaho Code §22-4503, Right to Farm Act, which states: "No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."

b) Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.

c) Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and this approval.

6. No building permits will be issued until the final plat is recorded through the County Recorder's Office and parcel numbers have been issued by the County Assessor's Office.

7. All public rights of way shall be dedicated and constructed to standards of the Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District rights of way requires a permit. For information regarding the requirements to

obtain a permit, contact Ada County Highway District Development Services at 387-6100.

8. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground.

9. Compliance with Section 31-3805 of the Idaho Code pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the Boise Project Board of Control is required.

10. Installation of fire protection facilities as specifically required by the Kuna Fire District is required.

11. There shall be easements provided for utilities, drainage, and irrigation abutting to all public street right-of-way and subdivision boundaries, and where considered necessary, centered on the interior property lines. Said easements shall have a minimum width of ten feet (10').

12. All submittals of required compliance letters and plans (lighting, landscaping, drainage, and development) must be accompanied by your application file numbers.

13. No construction, grading, filling, clearing, or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.

14. Individual lot pressurized irrigation shall be provided. The Kuna City Engineer must approve an irrigation plan prior to submitting the final plat for approval.

15. Lighting within the development shall comply with the Kuna City Code.

16. One tree per lot shall be provided by the developer.

17. All surety and surety agreements shall comply with the Kuna City Code.

O. Dean Obray
Kuna City Mayor

Attest:

Lynda Burgess
Kuna City Clerk

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 CHE FOWLER
FIDELITY NATIONAL TITLE - BOISE

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SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **NE Kuna Farm, LLC, an Idaho limited liability company** whose address is **1977 E. Overland Rd., Meridian, ID 83642** (the "Grantor"), does hereby grant, bargain, sell and convey unto **DB Development, LLC, a Delaware limited liability company**, whose address is **2228 W Piazza St., Meridian, ID 83646** (the "Grantee"), the following described premises (the "Premises"):

See the attached Exhibit A.

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the Grantee, and its successors and assigns forever.

TOGETHER WITH all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above-described Premises with said improvements, hereditaments and appurtenances.

Grantee is relying solely upon Grantee's inspections as to the condition of the Premises. Grantor and Grantor's agents, employees and attorneys are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises, including, without limitation, the existence of hazardous waste, or the suitability of the Premises for Grantee's intended use. Grantee shall independently verify all information regarding any aspect or feature of the Premises provided by Grantor. Grantor does not guaranty the accuracy of any information provided by Grantor, its agents, employees or attorneys. Grantee is purchasing the Premises in "AS IS" "WHERE IS" condition, subject to all faults (whether they be physical, environmental or otherwise), including both latent and patent defects.

Grantor makes no covenants or warranties with respect to title, express or implied, other than as expressly stated hereinafter. Grantor is the owner of the Premises and has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the

execution of this instrument free from encumbrances caused, created, or suffered directly by Grantor.

In addition to the foregoing, Grantor warrants the Premises is free and clear of all liens and encumbrances. The scope of Grantor's obligation pursuant to the warranty in this paragraph shall be limited to any amounts received by Grantor pursuant to the policy of title insurance, if any, obtained by Grantor upon acquisition of the Premises. All costs of pursuing a claim under such policy of title insurance shall be borne by Grantee.

Grantor does also hereby assign to Grantee, as to the Premises, the warranty Grantor obtained upon acquisition of the Premises if any. Said assignment is without warranty.

Grantee, by execution of this Special Warranty Deed, acknowledges Grantee's acceptance of the conveyance herein in accordance with the terms hereof and agrees to be bound by the restrictions set out herein.

Effective Date: 1/31/2020

GRANTOR:

NE Kuna Farm, LLC

By: Corey D. Barton
Its: Manager

State of Idaho

County of Ada

On this 31 day of January, 2020, before me the undersigned, a Notary Public in and for said state, personally appeared Corey D. Barton or identified to me to be the person whose name is subscribed to the within instrument, as the Manager of NE Kuna Farm, LLC, the limited liability company and acknowledged to me that he executed the same as such Manager.

Notary Public Name: Tanya Lampman
Residing at Middleton, Id
My Commission Expires: 7/16/22

TANYA A. LAMPMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 7-16-2022
STATE OF IDAHO
COMMISSION NUMBER 30051

GRANTEE:

DB Development, LLC, a Delaware limited liability company

By:Justin Blackstock, Manager

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

On this 31 day of Jan, 2020, before me the undersigned, a Notary Public in and for said state, personally appeared Justin Blackstock or identified to me to be the person whose name is subscribed to the within instrument, as the Manager of DB Development, LLC, the limited liability company and acknowledged to me that he executed the same as such Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2024

Notary Public for State of Idaho
Residing at Star, ID
Commission expires: 1-11-24.

EXHIBIT "A"
Legal Description

Land Situated in the State of Idaho, County of Ada, City of Kuna.

A parcel of Land situated in a portion of the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at a found aluminum cap marking the Northwest corner of said Section 1, which bears North 00°27'02" East, a distance of 2,610.62 feet from a found aluminum cap marking the West 1/4 corner of said Section 1; thence
Following the Westerly line of said Northwest 1/4, South 00°27'02" West, a distance of 666.72 feet to a found 5/8-inch rebar; thence
Leaving said Westerly line, South 89°32'58" East, a distance of 48.00 feet to a found 5/8-inch rebar marking the Northwest corner of Springhill Subdivision No. 1, recorded in Book 114 of Plats at Pages 17026 through 17031, records of Ada County, Idaho, and being on the Easterly right-of-way of South Linder Road and being the POINT OF BEGINNING; thence
Following said Easterly right-of-way, North 00°27'02" East, a distance of 616.44 feet to the Southerly right-of-way of West Lake Hazel Road; thence
Leaving said Easterly right-of-way and following said Southerly right-of-way, South 89°12'50" East, a distance of 851.16 feet;
Thence leaving said Southerly right-of-way, South 00°47'06" West, a distance of 225.56 feet; thence
South 54°18'56" East, a distance of 50.00 feet; thence
South 35°41'04" West, a distance of 51.33 feet; thence
South 54°18'56" East, a distance of 39.42 feet; thence
South 16°31'36" West, a distance of 138.00 feet; thence
13.39 feet along the arc of a circular curve to the right, said curve having a radius of 825.00 feet, a delta angle of 00°55'49", a chord bearing of South 73°00'30" East and a chord distance of 13.39 feet; thence
South 17°27'25" West, a distance of 168.00 feet; thence
294.47 feet along the arc of a circular curve to the left, said curve having a radius of 1,196.20 feet, a delta angle of 14°06'17", a chord bearing of North 79°18'55" West, and a chord distance of 293.73 feet; thence
South 03°10'04" West, a distance of 174.19 feet; thence
9.23 feet along the arc of a circular curve to the right, said curve having a radius of 975.00 feet, a delta angle of 00°32'33", a chord bearing of South 84°40'06" East, and a chord distance of 9.23 feet; thence
South 05°36'11" West, a distance of 113.00 feet to the boundary of said Springhill Subdivision No. 1; thence
Following said boundary the following eleven (11) courses:

1. 47.22 feet along the arc of a circular curve to the left, said curve having a radius of 862.09 feet, a delta angle of 03°08'18", a chord bearing of North 85°57'56" West, and a chord distance of 47.21 feet to a found 5/8-inch rebar;
2. North 87°28'09" West, a distance of 19.86 feet to a found 5/8-inch rebar;
3. North 87°58'54" West, a distance of 50.00 feet to a found 5/8-inch rebar;
4. North 89°32'58" West, a distance of 110.53 feet to a found 5/8-inch rebar;
5. North 00°27'02" East, a distance of 52.00 feet to a found 5/8-inch rebar;
6. South 89°32'58" East, a distance of 5.50 feet to a found 5/8-inch rebar;
7. North 00°27'02" East, a distance of 168.72 feet to a found 5/8-inch rebar;
8. South 89°39'06" West, a distance of 108.51 feet to a found 5/8-inch rebar;
9. North 00°27'02" East, a distance of 10.58 feet to a found 5/8-inch rebar;
10. North 89°32'58" West, a distance of 160.00 feet to a found 5/8-inch rebar;
11. North 80°05'14" West, a distance of 30.41 feet to the POINT OF BEGINNING.

km
ENGINEERING

March 2, 2020
Project No. 19-128

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

RE: Springhill Subdivision No. 2 – Kuna, ID
Final Plat Application

Dear Mr. Behunin:

On behalf of DB Development, LLC, we are pleased to submit the attached application and required supplements for the final plat of Springhill Subdivision No. 2.

The final plat for this phase encompasses approximately 13.19 acres of the overall site and includes 54 buildable single-family residential lots and 8 common lots for a total of 62 lots. Access for this phase is proposed via stub streets within Springhill Subdivision No. 1 and S. Linder Rd. To our knowledge, the final plat for Springhill Subdivision No. 2 is in conformance with the approved preliminary plat and meets the requirements and conditions of approval thereof.

The construction plans for Springhill Subdivision No. 2 were prepared by Bailey Engineering and have been approved by the regulatory agencies. KM Engineering was engaged after approval of the construction plans to prepare and route the final plat and was not involved in the engineering of this phase.

Should you have questions or require further information in order to process this application, please feel free to contact me.

Sincerely,
KM Engineering, LLP

Kirsti Grabo
Operations Manager

cc: DB Development, LLC

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=52 LISA BATT
FIDELITY NATIONAL TITLE - BOISE

2018-089185
09/20/2018 09:42 AM
$163.00

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SPRINGHILL SUBDIVISION

THIS DECLARATION is made effective as of September 19, 2018, by **DB Development, LLC**, a Delaware limited liability company ("**Owner**" or "**Grantor**").

ARTICLE I: RECITALS

1.1 Grantor is the owner of all of the real property located in the County of Ada, State of Idaho (the "County"), described in the attached Exhibit A (the "Property"), which exhibit is incorporated herein by this reference.

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

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof; and

B. shall inure to the benefit of every Building Lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor (as defined below), and each grantee and Owner, and such grantee's and Owner's respective successors-in-interest, and may be enforced by Grantor, by any Owner, and any such Owner's successors-in-interest, and by the Association as hereinafter described.

Notwithstanding any other provision in the Declaration to the contrary, no provision of this Declaration shall be construed as to prevent or limit (i) Grantor's right to complete development of the Property and to construct improvements thereon, or (ii) Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, or (iii) Grantor's right to post signs incidental to construction, sales, or leasing, or (iv) Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the applicable governmental entities.

ARTICLE III: DEFINITIONS

3.1 "Affiliate" shall mean any entity that has some form of common ownership interest or common management with the Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or the charter documents of the Association if formed using a type of entity other than a corporation.

3.4 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments made by the Association as further defined in this Declaration.

3.5 "Association" shall mean the Idaho profit or non-profit corporation (or other type of entity), and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Springhill Homeowners Association, Inc.", or any similar name, which fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any

additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this Declaration to the "Association" shall apply to the particular Association designated to apply to that Annexed Tract.).

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

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

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

3.9 "Bylaws" shall mean the Bylaws of the Association.

3.10 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, recreation areas, other amenities, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument to the Association, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights. Grantor makes no representation of the creation of Common Areas on property outside the property described on Exhibit A but reserves the right to do so in its sole and absolute discretion.

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

3.12 "Springhill Subdivision" and the "Subdivision" shall each mean the Property.

3.13 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.14 "Grantor" shall mean, DB Development, LLC a Delaware Limited Liability Company and its successors-in-interest, and Affiliates (collectively, "DB"), and

any person or entity to whom DB expressly transfers its Grantor rights, which transfer must be made in writing and must include a specific reference to the transfer being of "Grantor rights" or "rights as Grantor" or other similar specific reference. Grantor shall be permitted to make partial transfers of Grantor's rights, or multiple transfers, on terms and conditions acceptable to Grantor in its sole and absolute discretion while retaining such portions of the rights of Grantor it desires, this shall include but not be limited to Grantor having the right to transfer all of Grantor's rights as it to relates one or more Building Lots, while retaining all of its rights under this Declaration and/or transfer Grantor's rights to an additional party or parties, while retaining all of its Grantor's rights hereunder.

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

3.16 "Limited Assessment" shall mean Assessments as described in Section 7.4 of this Declaration.

3.17 "Member" shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

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

3.19 "Person" shall mean any individual, partnership, corporation, limited liability company or other legal entity.

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

3.21 "Property" shall mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. The Property also shall include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be part of an Annexed Tract by means of a Supplemental Declaration as provided herein.

3.22 "Regular Assessment" shall mean the Assessments described in Section 7.2 of this Declaration.

3.23 "Special Assessment" shall mean the Assessments described in Section 7.3 of this Declaration.

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

3.25 "Waterway" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, ditch or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All Improvements are to be designed, constructed and used in such a manner as to (i) comply with the conditions of approval (as may be amended from time to time) issued by the applicable governmental entity with respect to the Plat containing the portion of the Property upon which the Improvements are located (the "Plat Conditions"), (ii) comply with all applicable governmental laws, ordinances, rules and regulations, and (iii) promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. The floor area on the ground floor of a single-story residential home in the Subdivision shall not be less than 1,600 square feet. Two story homes shall not have less than 1,400 square feet on the ground level and not less than 2,200 total square feet minimum. For the purpose of the CC&R's, eaves, steps, open porches, covered porches, entrances, or patios shall not be considered as part of a building's square footage. No split entry homes, mobile homes, or pre-built homes will be allowed. No shack, tent, trailer house, or basement shall be used within the Subdivision for living quarters, permanent or temporary.

4.1.2 Architectural Committee Review. No construction of any Improvements which will be visible above the ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the Architectural Committee. Construction of all such Improvements must conform to and comply with the applicable approved elevations, plans and specifications.

Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the Architectural Committee, to the Architectural Committee for review. These plans will be held for thirty (30) days after completion of the project. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials (including, without limitation, Architectural Committee approved architectural shingles and roofing material), physical or aesthetic impacts on other properties (including, without limitation, Common Areas), artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the design shall apply only to the exterior appearance of the Improvements and to landscaping. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by exterior and landscape design restrictions that this Declaration is intended to control.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures constructed in compliance with the terms of this Declaration) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by the applicable Plat Conditions or by any applicable zoning restriction or by decision of the Architectural Committee, whichever is more restrictive.

4.1.4 Roofing. All residences must be built with a minimum of thirty-five (35) year life architectural composition unless otherwise approved by the Architectural Committee. Broken rooflines, gables, hip roofs, etc., are strongly encouraged. Roof pitch on all dwellings shall be a minimum 5/12 roof pitch.

4.1.5 Accessory Structures. Garages shall accommodate a minimum of two (2) cars; detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. All garages, storage sheds and patio-covers, whether attached or detached from the residential structure, shall be of the same construction, matching exterior finish material and color as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote

noise or other nuisance that is offensive or detrimental to other portions of the Subdivision or offensive or detrimental to the occupants of other Building Lots.

4.1.6 Elevations. As set forth in Section 4.1.2 above, no construction of any Improvements which will be visible above the ground, or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved the elevation drawings and all Improvements must be constructed pursuant to such approved drawings. The Architectural Committee reserves the right to reject plans that in the judgment of the Architectural Committee lack integrity and balance. Without limiting the general reservation of powers set forth in the immediately previous sentences, the following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

A. Hardboard, cement fiber, natural wood siding and stucco are allowed primary exterior finish materials. Vinyl and aluminum siding and soffits are prohibited.

B. Sixteen-inch (16") minimum eaves and twelve-inch (12") minimum gables are required.

C. Boxed or returned soffits are recommended.

D. Windows, at siding locations, must have trim materials greater than the depth of the siding to give definition.

E. Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevation, however, if the home to be constructed has architectural appeal the Architectural Committee may provide written waiver of the stone, brick or stucco requirement.

F. No split entry homes will be approved.

4.1.7 Driveways/Sidewalks. All access driveways and sidewalks shall have concrete or other hard surface along its full width as approved by the Architectural Committee and shall be graded to assure proper drainage. Asphalt driveways and sidewalks will not be allowed. Driveways shall have a maximum width compliant with and as approved pursuant to ACHD driveway approach permit and shall continue until connecting to the garage floor providing off street parking for a minimum 2 automobiles without encroaching into the sidewalk.

4.1.8 Mailboxes. Owner shall supply and install black metal mailbox posts. The location and type of post shall be submitted to and approved by the Grantor or the Architectural Committee prior to installation. On all Building Lots where the adjoining Building Lot has a common utility (garage side) property line the mailbox posts shall be installed at the shared property line and shall be a paired post capable of accepting two (2) mailboxes. The responsibility for the installation of the post shall be borne by the first Building Lot to obtain a building permit. All mailboxes shall be supplied and installed on the posts by Owner, shall be black and of standard single resident size and shape. Architectural Committee approval shall be obtained prior to installation. Ornamental or oversized mailboxes shall not be permitted. All replacement mailboxes and stands will be of consistent design, material, and coloration as required in 4.1.8 and shall be located as originally placed on adjoining Building Lot lines at places designated by Grantor or the Architectural Committee. Grantor, the Association and/or the US Postal Service may require mailbox locations to be grouped.

4.1.9 Fencing. Fence designs shall not extend into any common green space within the Subdivision. All fencing and boundary walls constructed on any Building Lot shall be permanent in nature, maintenance free and be constructed of materials specified by the Architectural Committee and shall be compliant with applicable code If fencing is used in combination with a landscape berm, the fence shall be placed behind the berm and under no circumstances, placed on the berm. The material, style, texture and design shall match the existing Grantor installed fencing and shall be approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet measured from finished grade established by Grantor unless Architectural Review Committee approval has been granted to modify the grade and shall be held back a minimum of 2 feet behind the front setback of the home and shall meet any more stringent requirements established by the Architectural Committee. All fencing must meet the setback requirements and material requirements of City ordinance.

4.1.10 Lighting. Fixtures, standards, and all exposed accessories shall be harmonious with building design and shall be as approved by the Architectural Committee. Lighting shall be restrained in design and excessive brightness. Landscape lighting is encouraged. Building designs shall seek to minimize lighting impacts on adjoining properties.

4.2 Antennae and Satellite Dishes. Exterior radio antenna, television antenna, other antenna and satellite dishes of the type that are governed by 47 C.F.R. Section 1.4000, as amended from time to time, are permitted to be installed on the property without Architectural Committee approval if so required under the aforementioned regulation and shall be installed on the rear elevation and hidden from street view whenever possible. No other types of antenna or satellite dish shall be erected or

maintained on the property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to the Architectural Committee.

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

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest on any Building Lot be granted, or Building Lot line adjusted, unless the advanced written approval of the Architectural Committee is obtained.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City if so required, except:

A. Such signs as may be used by Grantor and Grantor's agents in connection with the development of the Property, the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Grantor.

B. Temporary signs naming the contractors, the architect, and the lending institution for particular construction operation.

C. Such signs identifying the Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

D. One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. No such sign shall be placed on Common Areas or on the rear portion of any Lot being sold.

All signage, including signage for the exceptions listed as (B)-(D), must be erected in accordance with signage format approved and established by the Architectural Committee. Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

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

4.7 Site Cleaning: Owners are responsible for ensuring the Building Lot is kept clean in following specific manner:

4.7.1 All contractors and subcontractors must operate a clean site with all debris cleaned and contained on the site. Contractors and subcontractors are not to allow garbage to blow to other sites.

4.7.2 All contractors and subcontractors will make the best efforts to be courteous to the current residents and others on the Property. No dogs or loud music allowed during any phase of the construction.

4.7.3 During the construction phase the streets must be swept clean of debris nightly.

4.7.4 During the construction phase all weeds must be kept trimmed and properly disposed of in a proper receptacle.

4.7.5 Owners who do not adhere, or require their agents, contractors and/or subcontractors to adhere to the cleaning rules outlined herein will be subject to a charge equal to the cost of cleanup plus and administrative fee equal to 25% of the cleanup cost and any applicable attorney fees and costs incurred in the enforcement or collection of such charges.

4.7.6 During construction, each contractor shall provide portable toilets as is required by applicable laws, rules, regulations and ordinances or by the Architectural Committee, whichever is more restrictive.

4.7.7 The Architectural Committee has the authority to grant variances to the design guidelines and to the requirements of this Section 4.7.

4.8 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including, without limitation, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to damage property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, plus all other costs associated with such action including, without limitation, legal fees, and plus interest at eighteen percent (18%) per annum on all costs incurred by the Association. All such costs and interest shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, in addition to the lien for the Limited Assessment, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.9 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property. Drainage which is without the purview of Ada County Highway District shall be governed by The Association shall maintain the drainage and roadway swales (to the extent roadway swales exist) pursuant to any requirements of ACHD.

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

shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.11 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board and all governmental authorities having jurisdiction. Grantor may use the water supply as deemed necessary for any purpose on a temporary basis and for irrigation purposes.

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

4.13 Unsightly Articles. No unsightly articles, as determined by the Architectural Committee, shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to any other portion of the Property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.14 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by the Grantor or the Association for the Property.

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

4.16 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the sewer system as required by the Architectural Committee and pay all charges assessed therefore.

4.17 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section 4.17 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.18 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in plans approved by the Architectural Committee. This Section 4.18 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.19 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No overnight on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk, bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway or in the Common Area unless such vehicle is engaged in an emergency procedure. Parking of boats, trailers, motorcycles, trucks, truck- campers, and like equipment, or junk cars or other unsightly vehicles, and like items, shall not be allowed on any part of the Subdivision nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the Subdivision or on public ways adjacent thereto shall be prohibited except within garages or an area approved as set forth below. Garage driveways shall not be extended on either side for additional parking. For the purpose of this Section, an approved area may be beside the house, but not on a street side, and screened with a six (6) foot solid vinyl fence or landscaping enclosure, which screening is approved by the ACC. If the height of the stored item is greater than the height of the front fence, the item must be stored two (2) feet farther from the front fence for each part of a foot the item extends above the fence, and the item must be stored one (1) feet away from any side yard fence for each part of a foot it extends above said fence, but in no case will the item be allowed to be stored if its height is greater than ten (10) feet or length greater than thirty (30) feet. Any variance to allow a deviation to these vehicle storage requirements must be approved in writing by the ACC and all surrounding Lot owners. The ACC shall be the sole and exclusive judge of approved parking areas.

4.20 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section 4.20 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Building Lot of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.21 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee.

The following restrictions apply with respect to landscaping subject to increased requirements established by the Architectural Committee:

A. Front Yard Landscaping: the front yard of all Building Lots must meet the following minimum requirements:

All landscaping is to be completed within thirty (30) days from actual occupancy;

It must be fully sodded within thirty (30) days from occupancy;

It must contain at least 2 trees with a minimum of 2" caliper;

It must contain at least ten, five-gallon plants/shrubs; and

An Automatic Sprinkler System (covering all of the yards) must be completed within thirty (30) days of occupancy. All planter beds shall be irrigated with drip irrigation. Care shall be taken to prevent irrigation from spraying against the foundation or on any component of the residence. Irrigation water shall not be allowed

to run off the lot in any direction and shall never drain to a neighboring lot.

B. Back Yard and Side Yard Landscaping: All back and side yard landscaping must be completed within six (6) months of occupancy unless it is not fenced with approved fencing and in that case shall comply with Front Yard Landscaping completion date requirements.

C. Fencing: All fencing shall be constructed six feet (6') in height and shall be vinyl matching the brand and color of the developer installed fencing approved in advance by the Architectural Committee. All fencing shall meet the requirements of the City of Kuna and be permitted as required by Kuna.

4.22 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Subdivision. In the event of a municipal irrigation system or a system owned by an irrigation district each lot will be billed for their irrigation water individually by the municipality or district.

4.23 Commencement of Construction. Any owner of a Building Lot other than lots owned by a Grantor shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction," as used in this Section 4.23, shall require beginning and ongoing physical construction of the dwelling structure upon such Building Lot. In the event any Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to thirty (30) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed re-conveying said Building Lot, free and clear of all liens and encumbrances, which deed shall, by virtue of the notice provided hereby, be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.24 Exemptions of Grantor. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be, and Improvements to the Common Areas by Grantor, or the Association are and shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section 4.24, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property, including but not limited to Building Lots, owned by Grantor, and Grantor shall have the right to take all actions and grant all approvals and variances that the Architectural Committee is empowered to take or grant, as it relates to its own Building Lots. All of the rights of Grantor, including, without limitation, those set forth in this Section 4.24 may be assigned by Grantor as set forth in Section 3.14 of this Declaration.

ARTICLE V: SPRINGHILL HOMEOWNERS ASSOCIATION

5.1 Organization of the Springhill Homeowners Association. The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision. Conflicting terms between any of these three documents shall be resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

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

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and notwithstanding all other provisions of this Declaration to the contrary, Grantor shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. In the event Grantor annexes an Annexed Tract as permitted pursuant to this Declaration, while it still owns a Building Lot, or in the event Grantor ceases to own a Building Lot, but subsequently annexes an Annexed Tract as permitted pursuant to this Declaration, Grantor shall be entitled to the rights of a Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner.

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

deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

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

5.5 Power and Duties of the Association.

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

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

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

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

5.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Board deems reasonable, including, without limitation, reasonable charges for an Owner's failure to comply with such rules and regulations. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

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

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

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

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

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

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

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

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development's Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision's non-publically dedicated park and pathway areas;

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

5.5.2.1.9 Maintenance of the landscaping outside of the fenced area of the sewer lift station located on Lot 14, Block 2 as is required by Note 4 of the Plat.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. The Association may establish rules and regulations regarding the Owners' use of Common Areas and Improvements located thereon.

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

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

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

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Storm-water Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation, impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belongs to the Owner of each Building Lot at the time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to reimbursement of the same and such reimbursement shall be a Limited Assessment.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, which policies must include, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed

amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

Not less than One Million Dollars and No Cents ($1,000,000.00) per person, and One Million Dollars and No Cents ($1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents ($1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00).

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

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

5.5.2.8 Insurance Premiums as Regular Assessments. Charge as a common expense to be included in the Regular Assessments insurance premiums for any and all insurance coverage the Board deems necessary or advisable.

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

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

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

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

5.5.2.13 Private Streets, Signs and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private streetlights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the all required governmental entities consent to such waiver.

5.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of such person, the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any Owner, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Loans. At the election of Grantor, all expenditures made by Grantor related to the organization and operation of the Association shall be deemed loans made on behalf of Grantor for the benefit of the Association ("Grantor Loans"); provided, however, Grantor shall not be obligated to make any Grantor Loans or otherwise have any of the obligations attributable to the Association under this Declaration or otherwise. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding

Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis.

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

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

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association's Bylaws.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments.

6.1.2 The right of the Association to suspend the use of, or interest in, the Common Area (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

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

6.1.4 The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any

group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, deeds (which the Association shall accept) and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

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

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

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

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

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when

the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

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

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The

Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 An initial assessment set up fee of $200.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii)be in addition to and not a credit towards the Regular Assessments owed by an Owner and (iv) be used to pay back Grantor Loans. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of $150.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is $450.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Owners and the Building Lots, pursuant to the terms of this Article VII and which shall be

computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the Anticipated Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

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

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of any change in the amount or due date of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date thereof. All Limited Assessments shall be delinquent if not paid within ten (10) days after notice of such Limited Assessment is provided to Owner. There shall accrue with each delinquent payment a late charge equal to ten percent (10%) of the delinquent charge and installment. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum

calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot, or Building Lots if Owner owns more than one, as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt themselves from such liability by a waiver of the use and enjoyment of the Common Areas, by lease or abandonment of such Owner's Building Lot, or by virtue of the fact that their voting and/or Common Area use rights have been restricted pursuant to the terms of this Declaration.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, upon becoming an Owner of a Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by any and all means available to it in law and in equity, including, without limitation, commencement and maintenance of a legal action, or exercise of the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs

of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for tax liens for real property taxes on any Building Lot and assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

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

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

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

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance

against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

9.2.3 Payment by the requesting Member of the cost of reproducing copies of documents requested pursuant to this Article IX.

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

right of inspection by a director includes the right to make extracts and copies of documents at the Association's expense.

ARTICLE X: ARCHITECTURAL COMMITTEE

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

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Board shall have the exclusive right, at any time, and from time to time, to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes thereto as it deems appropriate, and/or upon the agreement of the Owner to reimburse the Association for the cost of maintenance and may require

submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and other documentation submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, at the discretion of the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public open space, private open space or other Common Area.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be,

one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

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

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

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

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

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the plans, specifications and other documents submitted to and approved by the Architectural Committee, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance issues and the Owner shall be required to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon

receipt of such notice, the Board shall call a Special Meeting, as provided in the Bylaws, at which it shall authorize the Architectural Committee members and the applicable Owner to be heard. Based on such special meeting, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

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

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

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, economic, or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing

and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor own any property that is contiguous or non-contiguous to the Property at any time and, in Grantor's sole discretion, Grantor deems it desirable to annex some or all of such properties into the Subdivision (an "Annexed Tract"), such property may be annexed into the Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions (including, but not limited to, such additions, deletions or modifications of Article 4 that Grantor deems appropriate in its sole and absolute discretion) as are specifically provided in such Supplemental Declaration in Grantor's sole and absolute discretion, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Track becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based on the inclusion of such Building Lots and the Class B membership of Grantor shall be increased and/or reinstated based on such recalculation and Grantor shall continue to have all rights of Grantor hereunder, and/or be restored to all of its rights of Grantor hereunder. The Owners of lots located in any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, and the Association shall accept title to the same, free and clear of any monetary liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts, and the Association shall be responsible for such Common Areas as set forth in this Declaration.

11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by a Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the un-willful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have

the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

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

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

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes and all Architectural Committee approval requirements.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five

(5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2038, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective. In no event shall any amendment modify or affect any rights of Grantor hereunder without the written consent of Grantor, and no additional restrictions may be imposed upon any Building Lots, or other property owned by Grantor now or in the future without the written consent of Grantor.

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

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

13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

13 5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

13.5.5 Non-Waiver. The failure to enforce any of the provisions of the Declaration at any time shall not constitute a waiver of the right to enforce any such provision.

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

13.6.1 Restrictions Construed Together. All of the provisions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

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

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

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14of this Declaration providing specific requirements for L assignment of the Grantor's rights, all references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and

disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

ARTICLE XIV: ACHD STORMWATER DRAINAGE

14.1 Operation and maintenance of the storm water facilities at the Subdivision shall be governed by the Operation & Maintenance Manual for Storm Drainage Facilities Springhill Subdivision No. 1, prepared by Bailey Engineering, Inc. and dated April 20, 2018 (the "O&M Manual"), which manual may only be modified at the direction of the Board of the Association, with written approval by ACHD.

14.2 ACHD Storm Water Drainage System. Lot 1, Block 1 and portion of Lot 6, Block 8 are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

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

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

14. 5 ACHD Assessment of Costs. ACHD shall be entitled to pursue reimbursement for the reasonable costs of all required maintenance and repairs to the storm water drainage system that are a result of failure by the HOA or dues paying organization to properly perform the light maintenance duties as defined in the referenced O&M Manual.

14.6 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall be perpetual.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

DB Development, LLC, a Delaware limited liability company

By: Justin Blackstock
Its: Manager

ACKNOWLEDGEMENT

State of Idaho)
)ss.
County of Ada)

On this the 20 day of September, 2018, before me, the undersigned Notary Public in and for said state, personally appeared Justin Blackstock, known by me to be the Manager of **DB Development, LLC**, a Delaware limited liability company, whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on its behalf.

NANCILEE BOSLAU NOTARY PUBLIC STATE OF IDAHO

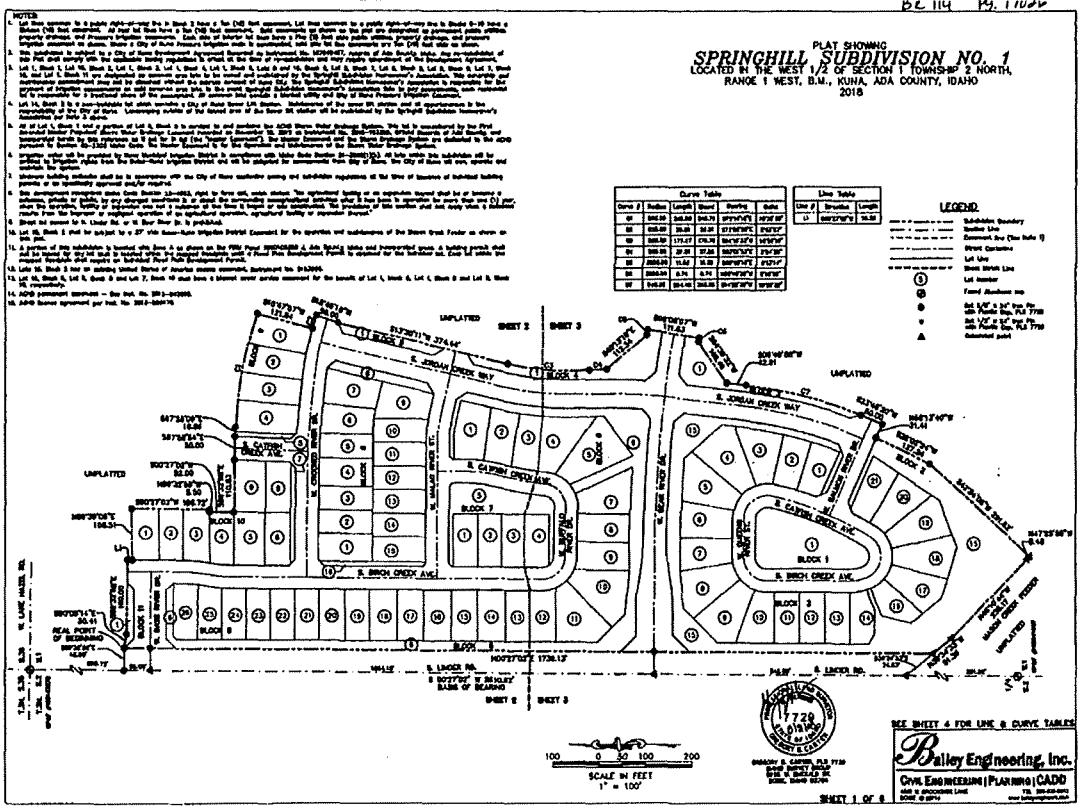
Notary Public
Residing At _____
My Commission Expires _____

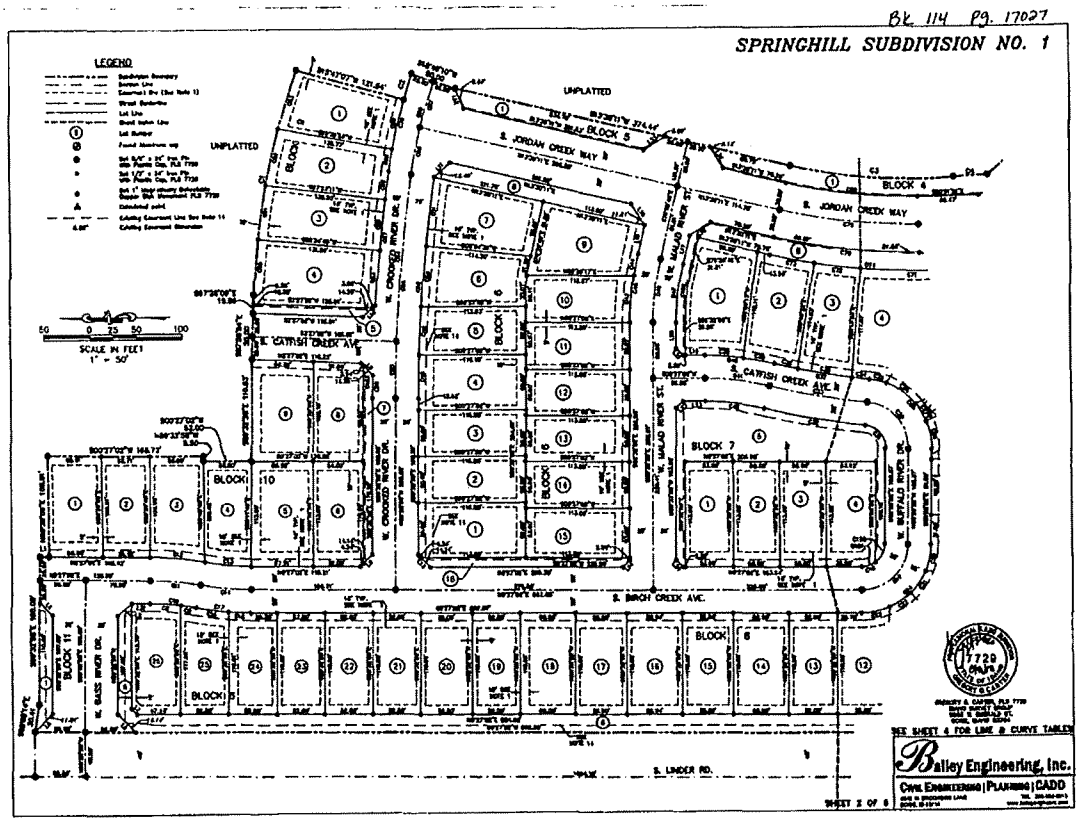
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Expiration Date: 11/12/2022

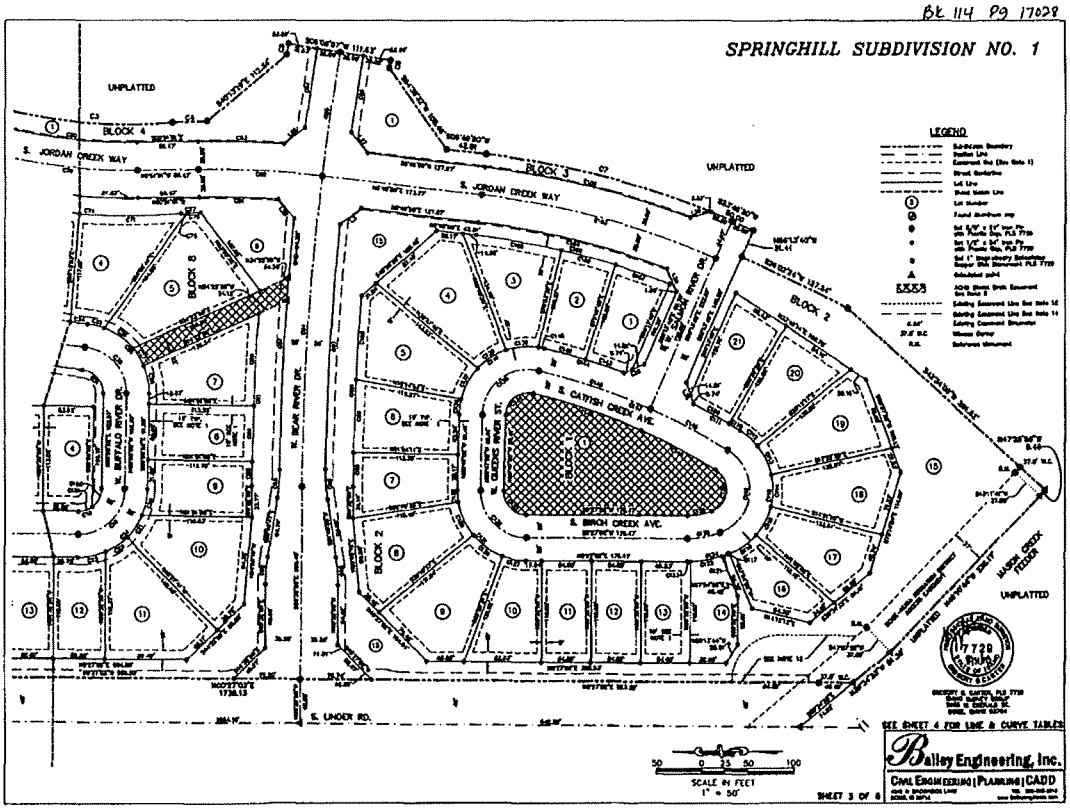
Exhibit A

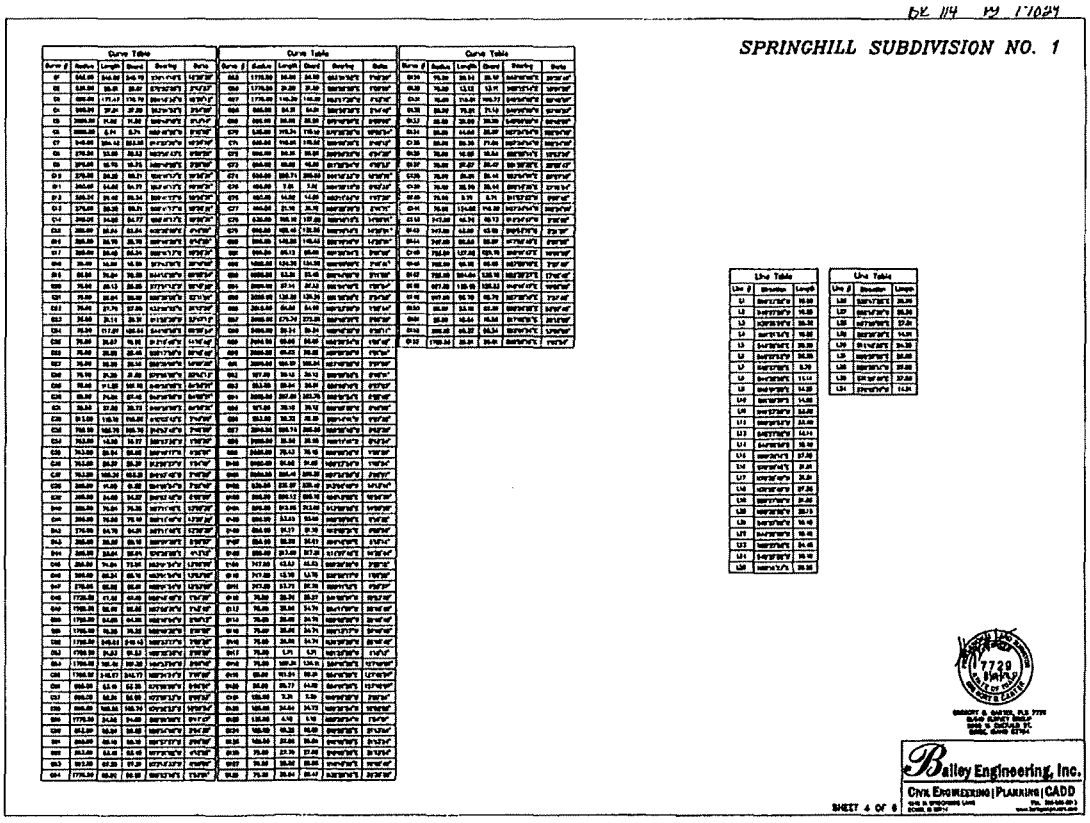
The Property

All of the property in the following plat, with the exception of Lot 14, Block 2, with respect to which this Declaration shall not apply.




Bk. 114 Pg. 17027
SPRINGHILL SUBDIVISION NO. 1
LEGEND
UNPLATTED
S. JORDAN CREEK WAY
S. CATFISH CREEK AVE.
S. BIRCH CREEK AVE.
S. LINDER RD.
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8
BLOCK 9
BLOCK 10
BLOCK 11
W. CROOKED RIVER DR.
W. BUFFALO RIVER ST.
W. BASS RIVER DR.
SCALE IN FEET
1" = 50'
SEE SHEET 4 FOR LINE & CURVE TABLES
Bailey Engineering, Inc.
Civil Engineering | Planning | CADD
SHEET 3 OF 6


BK 114 PG 17029
SPRINGHILL SUBDIVISION NO. 1
UNPLATTED
BLOCK 4
S. JORDAN CREEK WAY
BLOCK 3
UNPLATTED
LEGEND
BLOCK 10
BLOCK 2
S. CATFISH CREEK AVE.
S. BIRCH CREEK AVE.
N. BEAR RIVER DR.
S. UNDER RD.
MAGIC CREEK TRENCH
UNPLATTED
SEE SHEET 4 FOR LINE & CURVE TABLES
SCALE IN FEET
1" = 50'
SHEET 3 OF 6
Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD


BK 114 PG 17024
SPRINGHILL SUBDIVISION NO. 1
Curve Table
Curve Table
Curve Table
Line Table
Line Table
Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
SHEET 4 OF 6

BK 114 PG 17030

SPRINGHILL SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents: That DB Development, LLC, a Delaware limited liability company, is the owner of the property described as follows:

A parcel of land located in the W1/2 of Section 1, T.3N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

Commencing the NW corner of said Section 1 from which the W1/4 of said Section 1 bears South 00°27'02" West, 2616.62 feet;

thence along the West boundary line of said Section 1 South 89°27'02" West, 329.72 feet;
thence leaving the West boundary line South 89° 32'58" East, 16.50 feet to a point on the East right-of-way line of S. Linder Road, said point being the REAL POINT OF BEGINNING;
thence South 89°59'11" East, 30.41 feet;
thence South 89°32'58" East, 156.00 feet;
thence South 89°27'02" West, 45.00 feet;
thence North 89°32'58" East, 1002.81 feet;
thence South 89°27'02" West, 165.72 feet;
thence North 89°32'58" West, 6.66 feet;
thence South 89°27'02" West, 66.00 feet;
thence South 89°32'58" East, 116.35 feet;
thence South 51°32'54" East, 66.69 feet;
thence South 51°32'58" East, 16.64 feet;

Easterly 349.66 feet along the arc of a non-tangent curve to the right, said curve having a radius of 663.00 feet, a central angle of 16°36'09" and a long chord of 348.51 feet which bears South 77°14'9" East;

thence South 76°12'07" West, 121.84 feet;

Easterly 20.51 feet along the arc of a non-tangent curve to the right, said curve having a radius of 535.00 feet, a central angle of 02°12'07" and a long chord of 20.51 feet which bears South 72°10'06" East;

thence South 13°36'14" West, 66.66 feet;
thence South 13°36'11" West, 374.44 feet;

Easterly 177.42 feet along the arc of a curve to the left, said curve having a radius of 595.00 feet, a central angle of 16°39'16" and a long chord of 176.79 feet which bears South 84°17'27" West to a point of reverse curve;

Easterly 37.91 feet along the arc of said reverse curve, said reverse curve having a radius of 888.00 feet, a central angle of 09°48'39" and a long chord of 37.90 feet which bears South 89°9'1'53" East;

thence South 40°12'17" West, 113.54 feet;

Easterly 11.85 feet along the arc of a non-tangent curve to the right, said curve having a radius of 3,900.00 feet, a central angle of 00°17'24" and a long chord of 11.85 feet which bears North 39°49'19" East;

thence South 89°59'09" West, 111.86 feet;

Easterly 3.74 feet along the arc of a non-tangent curve to the left, said curve having a radius of 2,995.00 feet, a central angle of 00°1'05" and a long chord of 3.74 feet which bears North 89°49'39" West;

thence South 0°30'32" West, 169.48 feet;
thence South 89°29'28" West, 62.51 feet;

Easterly 364.42 feet along the arc of a curve to the right, said curve having a radius of 649.00 feet, a central angle of 16°39'52" and a long chord of 363.66 feet which bears South 14°32'26" West;

thence South 89°9'30" West, 99.99 feet;
thence North 89°1'3.48" West, 51.41 feet;
thence South 89°52'24" West, 127.84 feet;
thence South 49°34'56" West, 264.39 feet to a point on the centerline of the Mason Creek Feeder Canal;
thence along said centerline the following 2 courses and distances:
thence North 47°34'56" West, 6.66 feet;
thence North 49°1'4" West, 205.17 feet;
thence North 89°24'29" West, 81.39 feet to a point on the East right-of-way line of S. Linder Road;
thence along said East right-of-way line North 00°35'31" East, 1,736.13 feet to the REAL POINT OF BEGINNING.

Containing 23.66 acres, more or less.

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

DB Development, LLC
Justin Beckstrom, Manager

CERTIFICATE OF SURVEYOR

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

Gregory G. Carter — P.L.S. No. 7139

ACKNOWLEDGMENT

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

On this 19 day of October, 20 17, before me, the undersigned, a Notary Public in and for said State, personally appeared Justin Beckstrom, known or identified to me to be a member of DB 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 said limited liability company executed the same.

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

Notary Public for Idaho
Residing in Kuna, Idaho
My commission expires 9/29/22

SHEET 5 OF 6

Bailey Engineering, Inc.
Civil Engineering | Planning | CADD

Bk 114 Pg 17031

SPRINGHILL SUBDIVISION NO. 1

HEALTH CERTIFICATE

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

ADA COUNTY HEALTH DEPARTMENT

Central District Health Department, EHS — Date

CERTIFICATE OF COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

County Surveyor
PLS 9329
9-10-2018

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 20th day of SEPT., 20 18

ADA COUNTY HIGHWAY DISTRICT

President, ACHD

CERTIFICATE OF COUNTY TREASURER

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

9-11-2018
Date

ADA COUNTY TREASURER

County Treasurer
By
Deputy Treasurer

APPROVAL OF CITY ENGINEER

The undersigned, City Engineer in and for the City of Kuna, Ada County, Idaho, hereby approves this plat.

City Engineer — 9-13-2018

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, hereby certify that at a regular meeting of the City Council held on the 3rd day of July, 20 18, this plat was duly accepted and approved.

CITY OF KUNA

City Clerk, Kuna, Idaho

COUNTY RECORDER'S CERTIFICATE

State of Idaho)
) S.S.
County of Ada)

I hereby certify that this instrument was filed for record at the request of Bailey Engineering at 02 minutes past 12 o'clock P. M. on this 11th day of September, 18 in Book 114 of plats at Pages 17030 - 17031
Instrument No. 2018-086197

Deputy

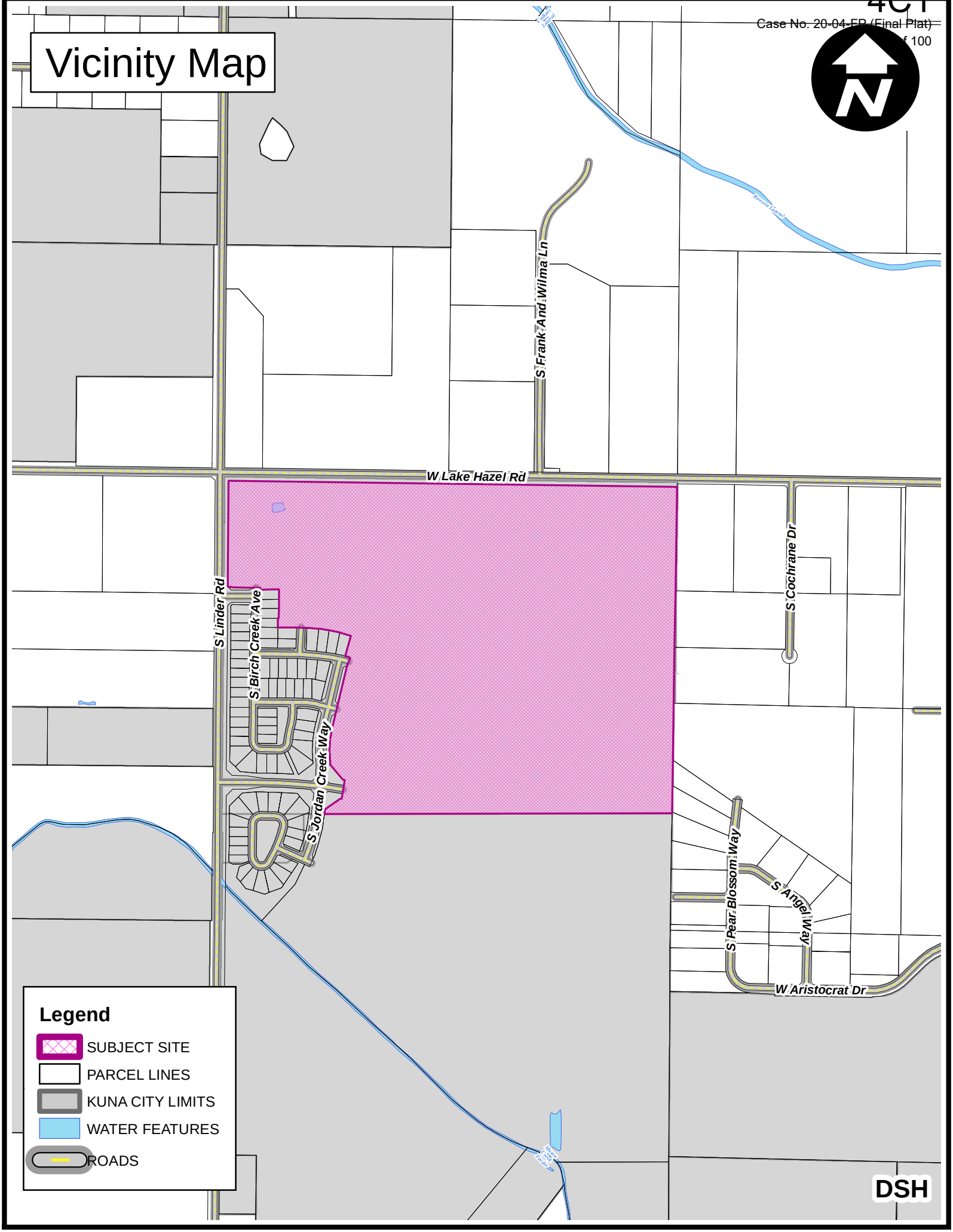
Christopher D. Rich
Ex-Officio Recorder

7729
9/10/18
REGISTERED LAND SURVEYOR

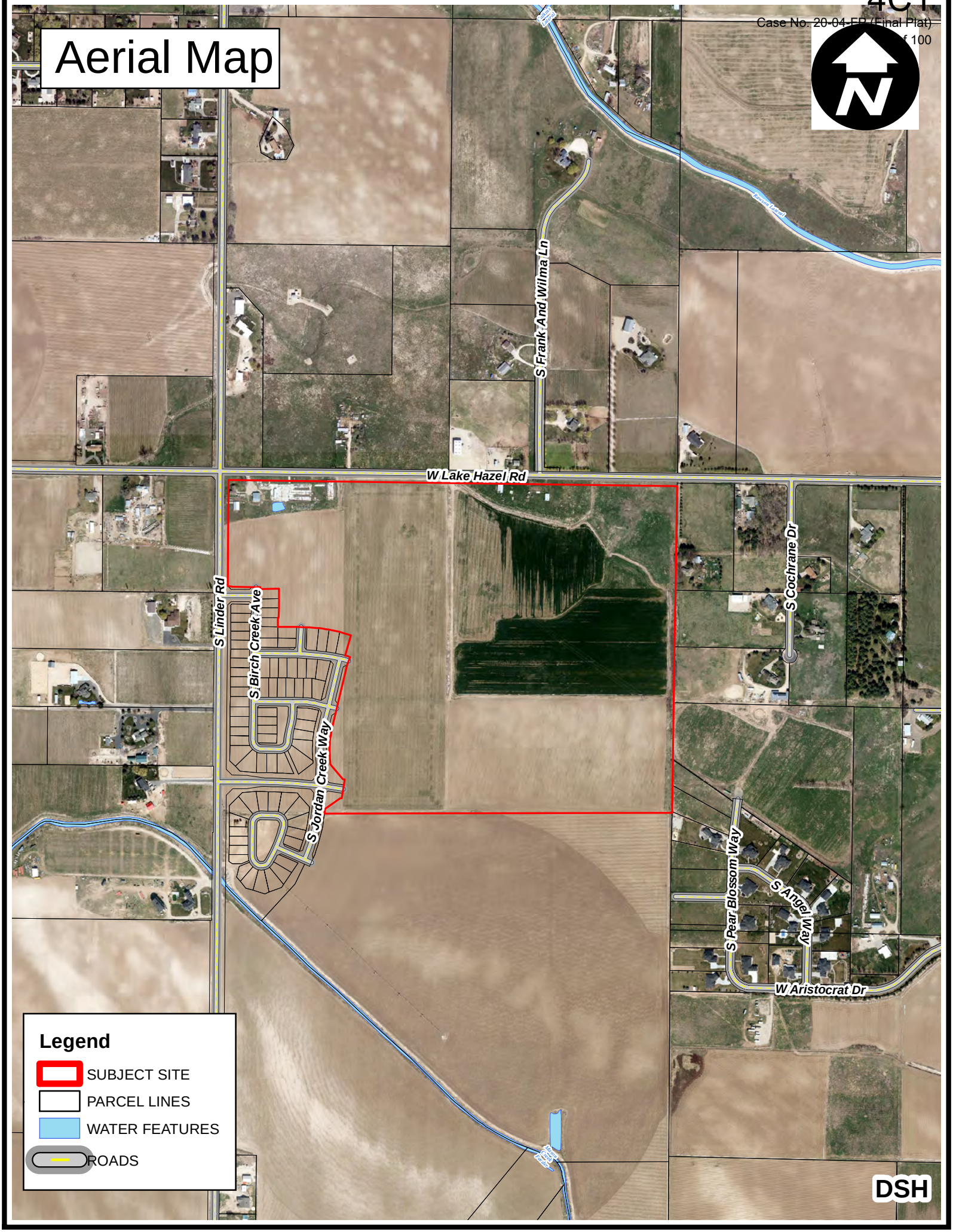
SHEET 6 OF 6

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD

Vicinity Map



Aerial Map


S Frank And Wilma Ln
W Lake Hazel Rd
S Linder Rd
S Birch Creek Ave
S Jordan Creek Way
S Cochrane Dr
S Pear Blossom Way
S Angel Way
W Aristocrat Dr
Legend
SUBJECT SITE
PARCEL LINES
WATER FEATURES
ROADS
DSH

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

City of Kuna
Planning & Zoning Department

Agency Notification

March 16, 2020

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

FILE NUMBER:	20-04-FP (Final Plat) – Springhill No. 2
PROJECT DESCRIPTION	KM Engineering requests Final Plat Approval for Springhill No. 2, which consists of 54 buildable lots and 8 common lots (62 total lots) on 13.19 acres (APN: S1301212425)
SITE LOCATION	1585 W. Lake Hazel Road, Kuna, Idaho 83634.
REPRESENTATIVE	*Kirsti Grabo* *9233 W. State Street* *Boise, ID 83714* *208-639-6939* *kgrabo@kmengllp.com*
SCHEDULED HEARING DATE	Tuesday, **May 5, 2020.** 6:00 P.M.
STAFF CONTACT	Doug Hanson dhanson@kunaid.gov Phone**:** 922.5274 Fax**:** 922.5989

We have enclosed information to assist you with your consideration and response. *No response within 15 business days will indicate you have no objection or comments for this project.* We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. ***If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, included their email as well.*** If your agency needs additional time for review, please let our office know ASAP.

CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

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

FINAL PLAT MEMORANDUM

Date: **25 March 2020**

From: **Paul A. Stevens, P.E.**

To: **Wendy Howell, Planning and Zoning Director**

RE: **Springhill No. 2, 20-04-FP**

The Springhill No. 2, 20-04-FP Final Plat request dated 3 March 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 13.19 Acres containing fifty-four (54) residential lots and eight (8) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

a) The applicant provided a cover letter.
b) The applicant provided a final plat. Design drawings were not provided with this application.

2) General

a) Springhill No. 2, 20-04-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) Provide engineering certification on all final engineering drawings/Record Drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

a) The responsible engineer of record will provide Record Drawings upon completion.
b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water Connection & Fees

a) This project is in agreement with the Sewer, and Water master plans.

5) Pressurized Irrigation

a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

a) Grading and drainage plans have been provided as part of the Construction Drawings.
b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

a) Comments may result from the final construction review.
   (1) The final plat appears complete.
   (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. *Correct and verified As-Built (Record Drawings) drawings will be required before occupancy or final plat approval is granted.*

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

Paul A. Stevens, P.E.
Kuna City Engineer
208-287-1727

Letter of Transmittal

TO: Mr. David A. Bailey, P.E.
Bailey Engineering, Inc.

FROM: Paul A. Stevens, P.E. P.S.
Kuna City Engineer

RE: Springhill Subdivision No. 2
QLPE, Will Serve, and Invoice

DATE: 3 August 2018

Dear Mr. Bailey:

Please find enclosed the QLPE & Will Serve letters, Kuna Engineer approved drawings and associated invoice.

The Will Serve letter provides detailed instructions for the "next steps" to finalize the approval process.

Please phone or email any questions.

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

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

PAUL A. STEVENS, P.E.
CITY ENGINEER

2 August 2018

To: Todd Crutcher, P.E.
Department of Environmental Quality
Southwest Idaho Regional Office
1445 North Orchard
Boise, ID 83706

Cc: Wendy Howell (Kuna P&Z)
David A. Bailey, P.E. (Bailey Engineering, Inc.)

RE: **CITY OF KUNA Plan Review QLPE and Will Serve Approval for Springhill Subdivision No. 2**

PLAN REVIEW

Paul A. Stevens, P.E. is the Kuna City Engineer and qualified licensed professional engineer representing the City of Kuna. The City Engineer has reviewed the attached **Springhill Subdivision No. 2** sewer and water construction plans, dated July 2018, for conformance with the engineering standards of care and City standards as of the above date. The proposed development is an extension of sewer and water lines that conform to the current City sewer and water master plans. The sewer and water facilities presented in the attached plans are in general conformance with applicable engineering standards of care and City standards.

Once the City Engineer has accepted the construction and the developer has certified that the sewer and water facilities were constructed to City standards, the City will own and operate the sewer and water facilities excluding facilities which are located on private property without easements, service lines, or any temporary pressure sewer systems.

WATER SYSTEM CAPACITY

Conditional "will-serve" commitments become firm commitments upon recordation of final plats in most instances and the development is then eligible to connect to the system upon payment of connection fees. There are adequate water connections available for this development and it is recommended that sanitary water restrictions for this project are lifted according to the following terms:

1. A conditional "will-serve" commitment for this development is issued in connection with this QLPE Letter
2. A firm "will-serve" commitment will be issued upon recordation of the final plat
3. If construction of this project is not commenced within one year of the date of this letter and pursued vigorously to completion thereafter, this QLPE Letter and associated commitments may be withdrawn

Treatment Plant Capacity

Conditional "will-serve" commitments become firm commitments upon recordation of final plats in most instances and the development is then eligible to connect to the system upon payment of connection fees. There are adequate sewer connections available for this development and it is recommended that sanitary sewer restrictions for this project are lifted according to the following terms:

1. A conditional "will-serve" commitment for this development is issued in connection with this QLPE Letter
2. A firm "will-serve" commitment will be issued upon recordation of the final plat
3. If construction of this project is not commenced within one year of the date of this letter and pursued vigorously to completion thereafter, this QLPE Letter and associated commitments may be withdrawn

Sewer/Water Approval

In summary, the following apply:

1. **The City hereby issues Springhill Subdivision No. 2 a "Will Serve" letter with sanitary sewer and water restrictions removed for fifty-six (56) residential lots listed below in compliance with conditions noted above:**

   Block 9, Lots 7
   Block 10, Lots 10-16 & 18-20
   Block 11, Lots 2-19
   Block 12, Lots 1-10 & 12-21
   Block 13, Lots 1 & 3-7
   Block 14, Lots 1

2. **The plat for Springhill Subdivision No. 2 also includes five (5) common lots for which sanitary sewer and water restrictions are not released and which are listed below:**

   Block 9, Lot 6
   Block 10, Lot 17
   Block 11, Lot 20
   Block 12, Lot 11
   Block 13, Lot 2

Hold Harmless Commitment

The Developer may proceed with its water and sewer line construction with the approval of DEQ at his/her own risk with the understanding that water and sewer permits can only be issued when there is remaining available capacity for permits in the water and sewer systems. The developer, in choosing to proceed with construction, will hold the City of Kuna and DEQ harmless from any damages that may be caused by a delay in receiving EDU sewer or water permits for any of its subdivision lots.

Respectfully,

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

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

PAUL A. STEVENS, PE
CITY ENGINEER

3 August 2018

To: Mr. David A. Bailey, P.E.
Bailey Engineering, Inc.
4242 N. Brookside Ln
Boise, ID 83714
208-938-0013

Cc : Springhill Subdivision No. 2 - File
Planning & Zoning (City of Kuna)

RE: **SPRINGHILL SUBDIVISION NO. 2**
FINAL CONSTRUCTION PLAN APPROVAL

QLPE Letter

The City Engineer has reviewed the Final Construction Drawings (dated 07-12-18) for **SPRINGHILL SUBDIVISION NO. 2**. As stated in the attached QLPE Letter, the City Engineer finds sewer, water and pressure irrigation facilities presented in the construction plans to be in conformance with engineering standards of care and City standards.

The City Engineer requests the following items:

1. None

The submitted construction drawings are approved and eligible for a City commitment to serve with water and sewer. The Street Light Plan, Landscape Plan and Hydrant Plan are approved by others and are not included in the scope of this approval. Please see the attached QLPE Letter for conditions of the "Will Serve" commitment. This construction plan approval is issued contingent upon the commencement of construction in a substantial way within one year of the date of this letter, and the expeditious completion of the work. Failure to meet these conditions may result in cancellation of the construction drawing approval and the termination of any "Will Serve" commitments provided in the attached QLPE Letter.

Reimbursable Improvements
As required by City Ordinance, before the commencement of construction, submit an itemized list, with detailed cost estimates of improvements for which you will request reimbursement in accordance with the City's current Reimbursement Policy.

A copy of the current reimbursement policies for water, sewer, and pressure irrigation can be obtained from the City. Once your request and cost estimates are received, they will be reviewed by the City to determine eligibility for reimbursement. Once construction is complete, a reimbursement agreement will be executed between yourself and the

City of Kuna. **Please note, if you proceed with construction prior to the City approving eligibility of reimbursable improvements and cost estimates, it may jeopardize your eligibility for reimbursement.**

Inspection Fees
Pursuant to Ordinance #708, an inspection fee of one dollar ($1.00) for each lineal foot of water, sewer, and pressurized irrigation pipe is due upon the City's approval of final construction plans. Based on our review of the approved construction plans, there are 2,352 feet of sewer line, 2,686 feet of water line, 3,658 feet of pressure irrigation line improvements, a Plan Review Fee of $200 plus $10 per buildable lot, and a Record Drawing Review Fee of $200. **Consequently, inspection and other fees of $9,656.00 are now due and payable to the City of Kuna. The City does not proceed with pre-construction conferences until these fees are paid but will accept delivery of payment at the conference.**

Next Steps
Please proceed with the following steps:

1. Obtain stamped approval from ACHD for the Street Plans.
2. Provide a list of improvements for which you will seek reimbursement with a detailed cost estimate.
3. Submit clean construction plans for the stamped approval of the City Engineer.
4. Provide copies of the plans on yellow paper for the City (2), ACHD, contractors and for you.
5. Submit a copy of the stamped plans and the QLPE Letter to IDEQ.
6. Submit an electronic copy of stamped and approved plans to the City in PDF format.
7. Submit payment of $**9,656.00** for the Plan Review Fees, Inspection Fees, and Record Drawing Review Fee.
8. Schedule the Pre-construction Conference.

Please phone 287-1727 if you have any questions.

Respectfully,

Paul A. Stevens, P.E.

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

CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
PH. (208) 922 - 5546 FAX (208) 922 - 5989

Invoice No.

INVOICE

Customer

Name	Bailey Engineering, Inc
Address	4242 N Brookside Ln
City	Boise State ID ZIP 83714
Phone	208-938-0013

Misc

Date	8/3/2018
Code1	
Code2	
FOB	

Qty	Description	Unit Price	TOTAL
2686	Springhill Sub No. 2 Inspection Fee - Acct 20-4550	$ 1.00	$ 2,686.00
2352	Springhill Sub No. 2 Inspection Fee - Acct 21-4550	$ 1.00	$ 2,352.00
3658	Springhill Sub No. 2 Inspection Fee - Acct 25-4550	$ 1.00	$ 3,658.00
200	Record Drawing Review Fee- Acct 20-4358	$ 0.42	$ 84.00
200	Record Drawing Review Fee- Acct 21-4358	$ 0.42	$ 84.00
200	Record Drawing Review Fee- Acct 25-4358	$ 0.16	$ 32.00
1	Base Plan Review Fee	$ 200.00	$ 200.00
56	Additional Plan Review Fee*	$ 10.00	$ 560.00
	*Per Resolution R27-2008; charge $10 per buildable lot		
	DELINQUENT AFTER:		
		SubTotal	$ 9,656.00
		Shipping	
	Tax Rate(s)	0.00%	$ -
		TOTAL	$ 9,656.00

Payment Check

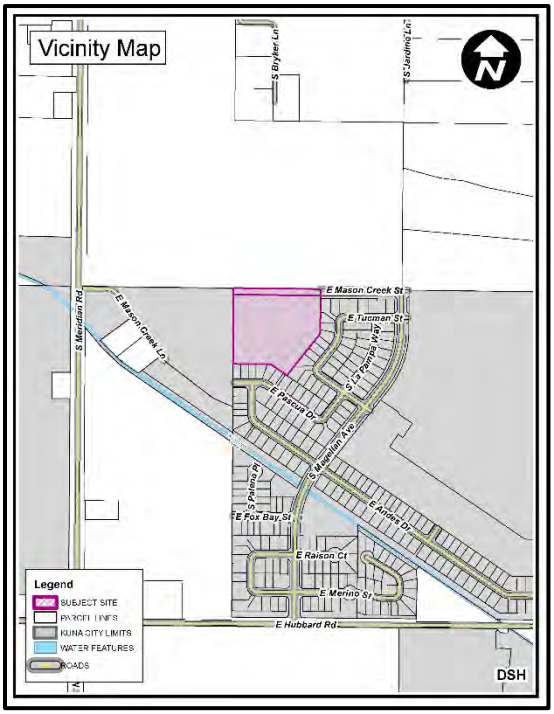
Comments Springhill Sub No. 2 - Insp Fees
Name
CC #
Expires

TERMS: NET 20th of month
Late payments may be subject to interest at 18% annum.
Please reference the invoice number on your remittance.
Thank You!

City of Kuna
City Council
Staff 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:	20-05-FP (Final Plat) – Patagonia No. 6
Location:	S. Magellan Avenue, Kuna Idaho 83634
Planner:	Doug Hanson, Planner I
Meeting Date:	May 19, 2020
Applicant/ Owner:	Greg Johnson PO Box 344 Meridian, ID 83680 208.888.9946 greg@westparkco.com
Representative:	Kent Brown 3161 E. Springwood Drive Meridian, ID 83642 208.871.6842 kentlkb@gmail.com



A. General Project Facts:

1. Kent Brown is requesting final plat approval for Patagonia No. 6 which has one (1) common lot on a total of approximately 9.14 acres (Ada County Assessor Parcel No. S1407314970 and S1407314980).

B. Staff Analysis:

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

C. Applicable Standards:

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

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council's approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.

Received
3.12.20

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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	20-05-FP
Project name	Patagonia No. 6
Date Received	3.12.20
Date Accepted/ Complete	4.6.20
Cross Reference Files	—
Commission Hearing Date	—
City Council Hearing Date	5.19.20

Type of Review (check all that apply):

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

Contact/Applicant Information

Owners of Record: GREG JOHNSON Address: PO Box 344 City, State, Zip: MERIDIAN IDAHO 83680	Phone Number: 208-888-9946 E-Mail: GREG@WESTPARKCO.COM Fax #:
Applicant (Developer): GREG JOHNSON Address: PO Box 344 City, State, Zip: MERIDIAN IDAHO 83680	Phone Number: 208-888-9946 E-Mail: GREG@WESTPARKCO.COM Fax #:
Engineer/Representative: KENT BROWN Address: 3161 E SPRINGWOOD DR City, State, Zip: MERIDIAN IDAHO 83642	Phone Number: 208-871-6842 E-Mail: kentlkb@gmail.com Fax #:

Subject Property Information

Site Address: S. MAGELLAN AVE
Site Location (Cross Streets): NE OF MERIDIAN RD AND HUBBARD ROAD
Parcel Number (s): S1407314970 & S1407314980
Section, Township, Range: SEC 7 2N 1E
Property size : 9.14
Current land use: VACANT — Proposed land use: PUBLIC PARK
Current zoning district: R-6 — Proposed zoning district: R-6

Project Description

Project / subdivision name: PATAGONIA SUBDIVISION NO 6

General description of proposed project / request: SEE ATTACHED LETTER

Type of use proposed (check all that apply):

- [x] Residential
- [ ] Commercial
- [ ] Office
- [ ] Industrial
- [x] Other PARK LOT

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: 0

Number of common and/or other lots: 1

Type of dwellings proposed:

- [x] 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.): PUBLIC PARK

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

Number of building lots: Other lots: ONE PARK LOT

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: Kent Brown Date: 3-11-2020

received
3·12·20

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.

Project name:	**Applicant:**
PATAGONIA SUBDIVISION NO 6	GREG JOHNSON

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

Applicant (√)	Description	Staff (√)
✓	Completed and signed Commission & Council Review Application.	
✓	All pages of the proposed Final Plat.	
✓	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
✓	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	
✓	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.	
✓	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.	
✓	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	
✓	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

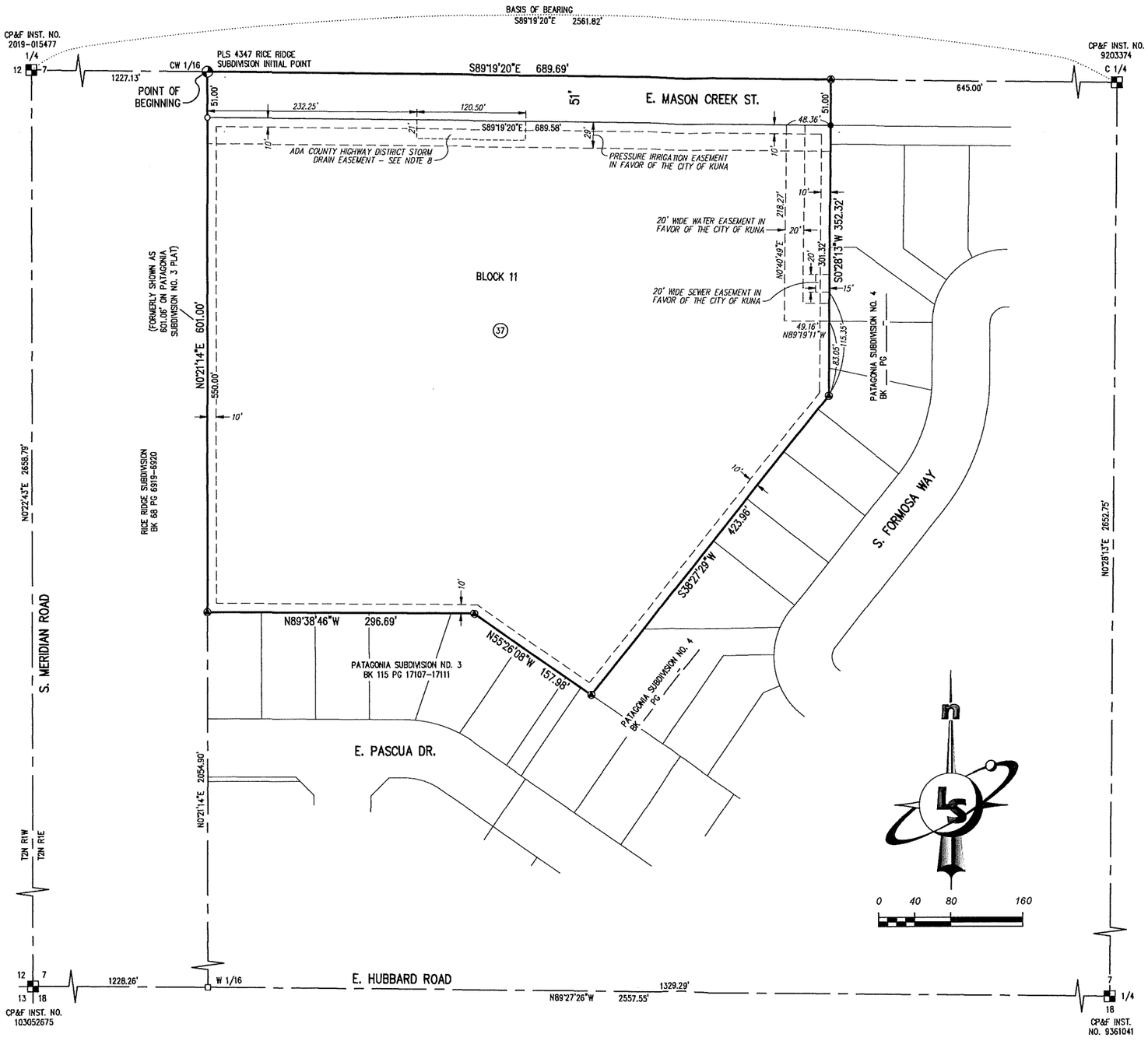
Note: Only one copy of the above items need to be submitted when applying for multiple applications.

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.

BOOK ____ , PAGE _____

PATAGONIA SUBDIVISION NO. 6

LOCATED IN THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO
2019



LEGEND

- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- FOUND 1/2" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- FOUND 5/8" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- CALCULATED POINT
- SECTION LINE
- EASEMENT LINE AS SHOWN
- ACHD STORM WATER DRAINAGE EASEMENT LINE, SEE NOTE 8
- SURVEY TIE LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- (18) LOT NUMBER

NOTES

1- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2- UNLESS OTHERWISE SHOWN AND DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE TEN (10) FEET ADJACENT TO THE SUBDIVISION BOUNDARY.

3- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

4- THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. ____-_____.

5- REFERENCE RECORD OF SURVEY NUMBERS 5995, 7589, AND 9940 FOR ADDITIONAL BOUNDARY INFORMATION.

6- 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.

7- THIS DEVELOPMENT RECOGNIZES IDAHO CODE 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 CONDITION IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT WAS BEGUN OR CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.

8- A PORTION OF LOT 37 BLOCK 11 AS SHOWN HEREON IS SERVIENT TO AND CONTAINS THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS 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.

9- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH KUNA CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.

10- PRESSURE IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH NEW YORK IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA. SUBJECT TO ORDINANCE _____, ANNEXING PATAGONIA SUBDIVISION NO. 6 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPERTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. ____-_____, RECORDS OF ADA COUNTY, IDAHO.

11- 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 PATAGONIA SUBDIVISION.

SURVEY NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF PATAGONIA SUBDIVISION NO. 3, PATAGONIA SUBDIVISION NO. 4, RICE RIDGE SUBDIVISION, INFORMATION FROM RECORD OF SURVEY NUMBERS 5995 AND 9940, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDAIRIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 10/7/15 STATE OF IDAHO CLINTON W. HANSEN

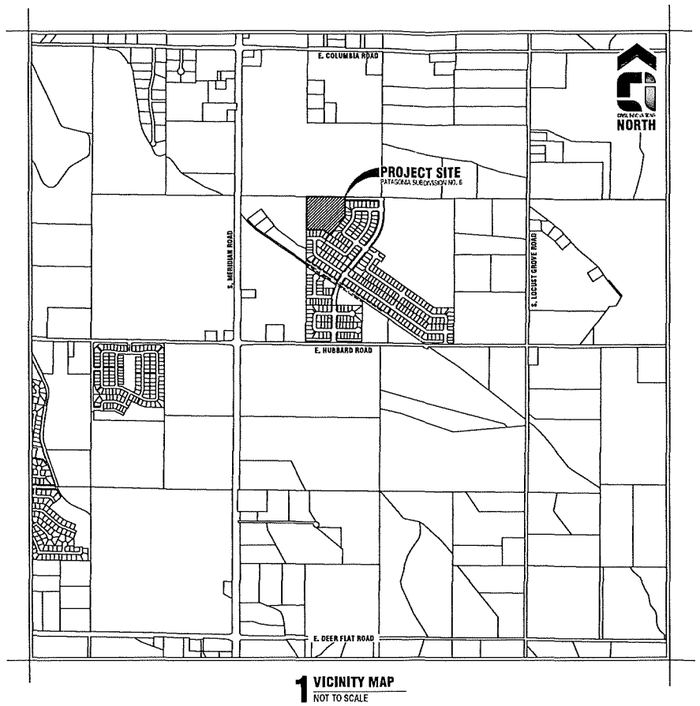
LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 19-60

PATAGONIA SUBDIVISION NO. 6

KUNA, IDAHO - 2019

LOCATED IN THE S 1/2 OF SECTION 7,
T.2N., R.1E., B.M. CITY OF KUNA, ADA COUNTY, IDAHO



1 VICINITY MAP
NOT TO SCALE

2 CONSTRUCTION SHEET INDEX

1 OF 9	C.100	TITLE SHEET
2 OF 9	C.101	CONSTRUCTION NOTES
3 OF 9	C.200	E. MASON CREEK ST. - STREET / STREET LIGHTS AND STORM DRAIN PLAN AND PROFILE
4 OF 9	C.300	E. MASON CREEK ST. - WATER PLAN AND PROFILE
5 OF 9	C.400	E. MASON CREEK ST. - GRAVITY IRRIGATION PLAN AND PROFILE
6 OF 9	C.500	OVERALL GRADING AND UTILITY PLAN
7 OF 9	C.600	STREET AND STORM DRAIN DETAILS
8 OF 9	C.601	WATER AND STREET LIGHT DETAILS
9 OF 9	C.602	PRESSURE IRRIGATION DETAILS

3 CONSTRUCTION CONTACT INFORMATION

ENGINEER
CIVIL INNOVATIONS, PLLC
CONTACT: BEN THOMAS
1043 E. PARK BLVD, STE 101
BOISE, IDAHO 83712
PHONE: (208) 884-8181

DEVELOPER
THE WESTPARK COMPANY, INC.
CONTACT: TAYLOR MERRILL
1210 S. WELLS AVE.
MERIDIAN, ID 83580
PHONE: (208) 888-9946

SURVEYOR
LAND SOLUTIONS, PC
231 E. 5TH AVENUE, STE. A
MERIDIAN, ID 83642
PHONE: (208) 288-2040

4 BENCH MARK AND DATUM DATA

DATUM DATA
HORIZONTAL: NAD 83 (ADJUSTED TO THE ADA COUNTY H.A.R.N. SURVEY)
VERTICAL: NAVD 88

STANDARD ABBREVIATIONS

ABS	Acrylonitrile - Butadiene - Styrene	ESMT	Easement	PL	Property line
ABAN	Abandon	EVC	End of Vertical Curve	POC	Point on Curve
ABAND	Abandoned	EXIST	Existing	POT	Point on Tangent
AC	Asphalt Concrete	FG	Finished Grade	PP	Power Pole
ACP	Asbestos Cement Pipe	FH	Fire Hydrant	PSI	Pounds per Square Inch
AH	Ahead	FL	Flow Line	PT	Point of Tangency
ALT	Alternate	FTG	Footing	PVC	Polyvinyl Chloride
BC	Beginning of Curve	FS	Finished Surface	PVMT	Pavement
BCR	Beginning of Curb Return	GALV	Galvanized	R	Radius
BK	Back	GB	Grade Break	RB	Ribbon Curb
BM	Benchmark	GRAV	Gravity Irrigation	RC	Rail Curb
BVC	Beginning of Vertical Curve	GL	Grade Line, Ground Line	R/W	Right-of-Way
BW	Back of Walk	GM	Gas Meter	RL	Roof Line
CB	Catch Basin	GR	Grade	RR	Railroad
CF	Curb Face	HDPE	High Density Polythylene	Rt	Right
cf	Cubic Foot	HORIZ	Horizontal	S	Slope
CL	Curb line	HP	High Point	SB	Seepage Bed
CO	Clean-Out (Sewer)	INCL	Including	SD	Storm Drain
CONC	Concrete	INV	Invert	SDR	Standard Thermoplastic Pipe
CONN	Connection	IP	Iron Pipe		Dimension Ratio
CONST	Construct, Construction	IRR	Irrigation	SEC	Section
COORD	Coordinate	ISPWC	Idaho Standards For Public	SF	Square Foot (feet)
CTV	Cable Television		Works Construction	SG	Sand and Grease Trap
CY	Cubic Yard	L	Length	SP	Signal Pole
DBL	Double	LB	Pound	SPRK	Sprinkler
DI	Drop Inlet	LF	Linear Foot	SS	Sanitary Sewer
DIA	Diameter	LP	Low Point	STA	Station
DIP	Ductile Iron Pipe	LT	Left	STD	Standard
DW	Driveway	MAINT	Maintenance	SW	Sidewalk
DWG	Drawing	MH	Manhole	SY	Square Yard
E	Easting	MW	Monitoring Well	TAN	Tangent
EA	Each	N	Northing	TC	Top of Curb
EC	End of Curve	NO.	Number	TEL	Telephone
ECR	End of Curb Return	OHP	Overhead Power	TOPO	Topography
EG	Edge of Gutter	PC	Point of Curvature	TRANS	Transition
ELEV	Elevation	P.C.C.	Portland Cement Concrete	TYP	Typical
EM	Electric Meter	PCD	Point of Compound Curvature	VB	Valve Box
ENGR	Engineer, Engineering	PCVC	Point of Compound Vertical Curve	VC	Vertical Curve
EP	Edge of Pavement	PE	Polyethylene	VERT	Vertical
		PIRR	Pressurized Irrigation	WM	Water Meter

STREET PLAN LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- PROPERTY LOT LINE
- EP — EXISTING EDGE OF PAVEMENT
- 0+00.00 — CENTERLINE STATIONING
- PROPOSED VERTICAL CURB
- PROPOSED ROLLED CURB
- PROPOSED REVERSED VERTICAL CURB
- EXISTING VERTICAL CURB
- EXISTING ROLLED CURB
- 3145 — PROPOSED 5' CONTOUR
- 3149 — PROPOSED 1' CONTOUR
- 3145 — EXISTING 5' CONTOUR
- 3140 — EXISTING 1' CONTOUR
- DRAINAGE SWALE
- PROPOSED STREET SIGN
- EXISTING STREET SIGN
- EXISTING STREET LIGHT
- DIRECTION OF SURFACE FLOW
- PROPOSED TYPE III BARRICADE
- PROPOSED TYPE III BARRICADE
- EXISTING BARRICADE
- PROPOSED STREET LED LIGHT

STREET AND STORM DRAIN PLAN LEGEND

- PROPOSED PEDESTRIAN RAMP WITH DETACHED SIDEWALK
- PROPOSED PEDESTRIAN RAMP WITH ATTACHED SIDEWALK
- PROPOSED CONCRETE VALLEY GUTTER
- PROPOSED SEEPAGE BED WITH MONITORING WELLS
- PROPOSED SAND AND GREASE TRAP
- EXISTING SAND AND GREASE TRAP
- PROPOSED DROP INLET
- EXISTING DROP INLET
- SD — PROPOSED STORM DRAIN LINE AND MANHOLE
- SD — EXISTING STORM DRAIN LINE AND MANHOLE
- ND — EXISTING NATURAL DRAIN LINE AND MANHOLE

GRAVITY IRRIGATION PLAN LEGEND

- GIRR — PROPOSED GRAVITY IRRIGATION LINE AND BOX
- GIRR — EXISTING GRAVITY IRRIGATION LINE

WATER PLAN LEGEND

- W — PROPOSED WATER LINE AND VALVE
- W — EXISTING WATER LINE AND VALVE
- PROPOSED DOUBLE WATER METER SERVICE LINE
- PROPOSED SINGLE WATER METER SERVICE LINE
- EXISTING DOUBLE WATER METER SERVICE LINE
- EXISTING SINGLE WATER METER SERVICE LINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- W — PROPOSED CONCRETE THRUST BLOCK
- W — EXISTING CONCRETE THRUST BLOCK

SEWER PLAN LEGEND

- SC — SERVICE CONNECTION
- SL — SERVICE LENGTH
- SI — SERVICE INVERT ELEVATION
- 10 SS — PROPOSED SEWER LINE AND STATION
- SS — PROPOSED SANITARY SEWER LINE AND MANHOLE
- SS — PROPOSED SANITARY SEWER LINE AND SERVICE
- SS — EXISTING SEWER LINE AND MANHOLE
- SS — EXISTING SEWER LINE AND SERVICE
- PS — EXISTING PRESSURE SEWER LINE

PRESSURE IRRIGATION PLAN LEGEND

- PIRR — PROPOSED PRESSURE IRRIGATION LINE AND VALVE
- PIRR — EXISTING PRESSURE IRRIGATION LINE AND SERVICE LINE
- PIRR — PROPOSED CONCRETE THRUST BLOCK
- PIRR — EXISTING PRESSURE IRRIGATION LINE AND VALVE

EXISTING UTILITY LEGEND

- G — EXISTING GAS
- X — EXISTING TRANSFORMER
- C — EXISTING CABLE TV
- F — EXISTING FIBER OPTIC
- R — EXISTING PVC RISER
- T — EXISTING TELEPHONE RISER
- PC — EXISTING IRRIGATION CONTROL
- W — EXISTING WELL

NOTE
The Engineer Of Record Certifies That The Plans Are Prepared In Substantial Conformance With The ACHD Policy And Standards In Effect At The Time Of Preparation. The Engineer Acknowledges That ACHD Assumes No Liability For Errors Or Deficiencies In The Design. All Variances From ACHD Policy Shall Be Approved In Writing. No Variances Were Approved For The Project.

Water, sewer, and irrigation plans are approved for construction. The design remains the professional engineer's responsibilities and obligations listed in IDAPA 19.01.02 remain in effect.

By: _____
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 12 Nov 2019

Plans Are Accepted For Public Street Construction

By Stamping And Signing The Improvement Plans, The Registered Engineer Assures The District That The Plans Conform To All District Policies And Standards. Variances Or Waivers Must Be Specifically And Prominently Approved By The District In Writing. Acceptance Of The Improvement Plans By The District Does Not Relieve The Registered Engineer Of These Responsibilities.

By _____ Date 10-10-19
ADA COUNTY HIGHWAY DISTRICT

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civilinnovations.com

PROFESSIONAL ENGINEER
REGISTERED
10062
10/10/19
STATE OF IDAHO
BENJAMIN P. THOMAS

THESE DRAWINGS, OR ANY PORTION OR EXTENSION THEREOF, SHALL NOT BE USED OR REPRODUCED ON ANY PROJECT WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 6
KUNA, IDAHO

TITLE SHEET

PROJECT NO.	19-0507-PA6
DWG FILE	C.100
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	10/07/19
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.100
SHEET 1 OF 9

GENERAL CONSTRUCTION NOTES

1. ALL WORK (INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF PRESSURIZED IRRIGATION, SEWER, WATER, STREETS, CURB GUTTER SIDEWALK, AND STREETLIGHTS) SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KUNA STANDARD CONSTRUCTION SPECIFICATIONS, ADA COUNTY HIGHWAY DISTRICT SPECIFICATIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, IDAHO STATE PLUMBING CODE, IDAHO STATE ELECTRICAL CODE, FEDERAL AND STATE LAWS.
2. CONTRACTOR SHALL REQUEST CITY OF KUNA INSPECTION OF PRESSURIZED IRRIGATION, SEWER, WATER LINES AND APPURTENANCES AT LEAST TWENTY-FOUR (24) HOURS BEFORE BACKFILLING.
3. CONTRACTOR SHALL NOTIFY OWNER'S ENGINEER AND THE CITY OF KUNA FORTY-EIGHT (48) HOURS BEFORE INITIAL CONSTRUCTION BEGINS.
4. CONTRACTOR SHALL NOTIFY THE CITY OF KUNA WHEN SHUTTING DOWN A JOB FOR ANY REASON AND PROVIDE 48 HOURS NOTICE BEFORE RESTARTING WORK.
5. CONTRACTOR SHALL STAMP PI, S, OR W IN THE SIDEWALK OR CURB WHERE PRESSURIZED IRRIGATION, SEWER, OR WATER CROSS UNDER THE SIDEWALK OR CURB. WATER (W) STAMP SHALL BE IN LINE WITH THE WATER METER BOX.
6. ALL PIPE (PRESSURIZED IRRIGATION, SEWER & WATER) MAINS AND SERVICES, SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING BELOW THE BOTTOM OF PIPE SHALL BE SIX (6) INCHES THICK.
7. CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCE STRUCTURES, DEBRIS, RUBBISH AND MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS.
8. ALL MATERIAL(S) NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
9. SURVEY CONTROL POINTS WHICH ARE CRITICAL TO THE CONSTRUCTION OF THE PROJECT ARE TO BE LOCATED WITHIN THE WORK LIMITS. THE CONTRACTOR SHALL PROTECT SURVEY CONTROL POINTS.
10. SURVEY CONTROL MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IDAHO CODE 50-1303.
11. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL REPLACEMENT DRAINAGE FACILITIES ARE IN PLACE, FUNCTIONING, AND ACCEPTED BY ACHD OR CITY.
12. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, TRENCH SHORING, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
13. EXISTING A.C. PAVEMENT SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION BEFORE PAVING.
14. ALL MATERIALS MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.
15. ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY SHALL SECURE A RIGHT- OF-WAY PERMIT FROM ACHD AT LEAST 24 HOURS BEFORE ANY CONSTRUCTION.
16. ALL COSTS OF RETESTING FAILED TESTS SHALL BE BORNE BY THE CONTRACTOR.
17. ALL COSTS FOR CORRECTING DEFICIENT WORK SHALL BE BORNE BY THE CONTRACTOR. FAILURE TO CORRECT DEFECTIVE WORK WILL BE CAUSE FOR A STOP WORK ORDER.
18. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CURBS, GUTTERS, STORM DRAINS, CHANNEL CROSSINGS AND SEWER ELEVATIONS OR INVERTS BEFORE BEGINNING CONSTRUCTION AND SHALL NOTIFY THE OWNER'S ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PROJECT DRAWINGS.
19. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
20. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED NPDES PERMITS, SUBMITTING NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER, AND PREPARING A POLLUTION PREVENTION PLAN (PPP) IN ACCORDANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS. CONTACT THE EPA AT (208) 378-5746 FOR REQUIRED INFORMATION. STORM WATER PERMIT SHALL BE PRESENTED TO THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
21. ALL UTILITIES, INCLUDING SERVICE LINES, WITHIN STREET TRAVEL WAYS SHALL BE IN PLACE, TESTED AND FULLY FUNCTIONAL, PRIOR TO CURB, GUTTER, SIDEWALK AND STREET CONSTRUCTION.
22. PAVEMENT AND CONCRETE REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITHIN SEVEN (7) CALENDAR DAYS FROM THE TIME THE PAVEMENT AND/OR CONCRETE IS REMOVED PER ISPWC AND ACHD STANDARDS.
23. PAVING SHALL NOT PROCEED UNTIL THE CONTRACTOR OBTAINS WRITTEN APPROVAL OF ALL INSTALLED WATER, SEWER, AND PRESSURE IRRIGATION FACILITIES FROM THE CITY OF KUNA.
24. ALL ROCK BLASTING SHALL OCCUR BEFORE INSTALLING SEWER MAINS, WATER MAINS, PRESSURE IRRIGATION MAINS OR SERVICE LINE CROSSINGS. BLASTING IN THE PROXIMITY OF EXISTING UTILITIES MAY BE PERFORMED AS LONG AS THE HORIZONTAL DISTANCE FROM THE EXISTING UTILITY IS EQUAL TO OR GREATER THAN THE EXCAVATION DEPTH FROM THE EXISTING UTILITY OR FIFTEEN (15) FEET, WHICHEVER IS GREATER. THE BLASTING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL DAMAGE TO ANY/ALL EXISTING UTILITIES.
25. THE DEVELOPER SHALL RETAIN AN IDAHO REGISTERED PROFESSIONAL ENGINEER TO PERFORM INSPECTION SERVICES DURING CONSTRUCTION. THE ENGINEER SHALL PROVIDE A WRITTEN CERTIFICATION LETTER TO THE CITY OF KUNA THAT THE PROJECT WAS COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. COPIES OF ALL AIR TESTS, DEFLECTION TESTS, PRESSURE TESTS, AND BACTERIOLOGICAL TEST RESULTS SHALL BE FURNISHED WITH THE CERTIFICATION LETTER.
26. THE CITY OF KUNA WILL PROVIDE PERIODIC INSPECTION AND OBSERVE TESTING FOR AN EIGHT (8) HOUR DAY, FROM 8:00 A.M. TO 5:00 P.M., FOR A FORTY (40) HOUR WORK WEEK. CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTIONS EXCEEDING THE NORMAL WORK WEEK, INCLUDING LEGAL HOLIDAYS, OVERTIME INSPECTION RATES AND A LIST OF LEGAL HOLIDAYS AND A REQUEST FOR INSPECTION OUTSIDE STANDARD CITY BUSINESS HOURS FORM CAN BE OBTAINED FROM THE CITY PUBLIC WORKS DEPARTMENT.
27. WHEN CONSTRUCTION IS SATISFACTORILY COMPLETED, CLEANED AND TESTED AND AFTER ALL OTHER UTILITIES ARE INSTALLED THE DEVELOPER SHALL REQUEST A CITY OF KUNA FINAL ACCEPTANCE INSPECTION. AT A MINIMUM, THE FINAL ACCEPTANCE INSPECTION SHALL INCLUDE:
    A. CLEAN ALL SEWER MAINLINES
    B. DEFLECTION TEST SEWER MAINLINE
    C. VISUALLY INSPECT EACH MANHOLE
    D. WITNESS SEWER MAINLINE AIR PRESSURE TEST
    E. WITNESS WATER MAINLINE PRESSURE TEST
    F. WITNESS PRESSURE IRRIGATION PRESSURE TEST
    G. CLEAN AND TELEVISE ALL SEWER MAIN LINES
    H. VISUAL INSPECTION OF THE SEWER MAINS
    I. PROVIDE A DVD OF ALL SEWER MAIN VISUAL INSPECTION
    J. ALL TESTING SHALL BE PROVIDED AND PAID FOR BY THE DEVELOPER
28. CITY HAS THE RIGHT TO INSPECT THE WORK AT ANY TIME DURING CONSTRUCTION. ANY WORK NOT CONFORMING TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE REJECTED.
29. THE DEVELOPER SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FOLLOWING ACCEPTANCE BY THE CITY. THIS GUARANTEE SHALL COVER ALL DAMAGE, MATERIALS, LABOR, AND WORKMANSHIP.
30. DEVELOPER SHALL NOTIFY ALL PURCHASERS OF LOTS, AND THEIR CONTRACTORS, THAT CITY UTILITY SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. ANY DAMAGE TO THESE SYSTEMS DURING HOME CONSTRUCTION SHALL BE BILLED DIRECTLY TO THE OWNER OF RECORD WHEN THE DAMAGE IS FOUND.
31. THE DEVELOPER SHALL PROVIDE RECORD DRAWINGS.: ONE (1) SET OF ELECTRONIC DRAWINGS ON CD IN PDF FORMAT, AND TWO (2) 24" X 36" SETS ON WHITE PAPER BEFORE FINAL PLAT OR WITHIN 30 DAYS OF FINAL ACCEPTANCE.

ROADWAY CONSTRUCTION NOTES

1. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPWC AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS AND THE ISPWC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY ACHD.
2. ADA COUNTY HIGHWAY DISTRICT WILL INSPECT ALL WORK WITHIN THE RIGHT-OF-WAY.
3. SET THE TOPS OF ALL VALVE BOXES AND SEWER MANHOLES FLUSH WITH THE SLOPE OF THE FINISHED STREET GRADES.
4. ADA COUNTY HIGHWAY DISTRICT WILL INSPECT AND APPROVE ALL STORM DRAINAGE IMPROVEMENTS.
5. PLACE ALL WATER VALVES, BLOW-OFFS AND MANHOLES SO THAT THEY DO NOT CONFLICT WITH ANY CONCRETE CURB AND GUTTER, VALLEY GUTTER, OR SIDEWALK IMPROVEMENTS.
6. CONTACT ACHD INSPECTION SERVICES AT (208) 387-6280 A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION.
7. ACTUAL FIELD CONDITIONS DURING CONSTRUCTION MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLAN. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 HIGHWAY CUTS OF THE ACHD POLICY MANUAL.
    1) ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
    2) IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, THE CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
    3) CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
    4) FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
8. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.
9. STORM DRAIN PIPING SHALL BE A MINIMUM OF SDR-35, OR APPROVED EQUAL.

SEWER NOTES

1. THE HORIZONTAL SEPARATION OF POTABLE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET FROM PIPE EDGE TO PIPE EDGE AS SHOWN IN ISPWC SD 407.
2. GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING PIPE LAYING AND JOINING OPERATIONS.
3. TRENCH BACKFILL ABOVE THE PIPE ZONE SHALL BE INSPECTED BY ACHD OR BY THE OWNER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED IN THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PUBLIC RIGHT-OF-WAY, ACCORDING TO ACHD REQUIREMENTS. SUBMIT DENSITY TEST RESULTS TO THE CITY OF KUNA AND ACHD BEFORE FINAL ACCEPTANCE.
4. CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN TO ALLOW ON SITE VERIFICATION OF THE INVERT ELEVATIONS AND SLOPES BY THE CITY'S INSPECTOR. CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL APPROVED BY THE CITY OF KUNA INSPECTOR OR OTHER ARRANGEMENTS HAVE BEEN MADE FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS AND SLOPES.
5. CONTRACTOR SHALL INSTALL A REMOVABLE PLUG IN THE DOWN STREAM SIDE OF THE EXISTING MANHOLE WHERE THE NEW CONNECTION WILL BE MADE. THE PLUG SHALL REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE SEWER PROJECT.
6. ALL SEWER PIPE AND FITTINGS 4 INCH THROUGH 15 INCH DIAMETER SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D-3034, SDR-35. SEWER PIPE AND FITTINGS SIZES 18 INCH THROUGH 36 INCH DIAMETER SHALL BE PVC CONFORMING TO ASTM F 679, PRESSURE SEWER PIPE SHALL CONFORM TO AWWA C900 PVC, DR 18 (235 PSI).
7. SEWER SERVICE LINES SHALL BE INSTALLED BEFORE STREET IMPROVEMENTS & SEWER SERVICE MARKERS SHALL BE IN PLACE BEFORE FINAL INSPECTION. CONTRACTOR SHALL NOTIFY THE CITY WHEN SEWER SERVICE STUB OUTS ARE INSTALLED, MARKED & READY FOR INSPECTION.
8. CONSTRUCT ALL MANHOLES WATER TIGHT. THE TOP OF MANHOLE CONE SHALL BE WITHIN TWELVE (12) INCHES OF FINISHED GRADE. CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND GRADE RINGS.
9. SEWER CONSTRUCTION SHALL MEET THE SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING STANDARD DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOUND IN "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" AND ACHD STANDARD DRAWINGS:
    1. STANDARD MANHOLE - TYPE A, DRAWING NO. SD-501 AND SD-501A.
    2. STANDARD SHALLOW MANHOLE - DRAWING NO. SD-503.
    3. MANHOLE COLLAR DETAIL - DRAWING NO. SD-508.
    4. MANHOLE COVER AND FRAME - DRAWING NO. SD-507.
    5. STANDARD SEWER SERVICE LINE - DRAWING NO. SD-511 & SD-511A.
    6. SEWER SERVICE MARKER - DRAWING NO. SD-512.
10. MANHOLE: APPLY NON-SHRINK GROUT BETWEEN THE METAL FRAME AND GRADE RINGS. GRADE RINGS SHALL NOT BE STACKED WITHOUT NON-SHRINK GROUT OR MORTAR.
11. CONTRACTOR SHALL FIELD VERIFY THE TOP ELEVATION OF MANHOLE CONES TO ASSURE THAT ALL RING ELEVATIONS MATCH FINAL STREET GRADES.
12. PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS PER ISPWC DRAWING NO. SD-503, THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE COLLARS.
13. SET EACH GRADE RING IN A BED OF NON-SHRINK GROUT OR MORTAR. TROWEL SMOOTH WITH THE INSIDE OF THE MANHOLE.
14. PRIOR TO CONNECTING TO THE EXISTING SEWER SYSTEM, WHERE THE CONNECTION IS MADE BETWEEN MANHOLES AND EXISTING SERVICES, ALL SEWER MAINS AND SERVICES MUST BE AIR TESTED.
15. COMPLETE INTEGRITY TESTING, AFTER ALL UTILITIES ARE INSTALLED AND BEFORE PAVING.
16. CONTRACTOR SHALL CONTACT OWNERS' ENGINEER AND THE CITY OF KUNA AT LEAST 24 HOURS BEFORE TESTING. SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH DIVISION 500 OF THE ISPWC SPECIFICATIONS. A CITY REPRESENTATIVE MUST OBSERVE THE TESTING. TESTING SHALL INCLUDE AIR PRESSURE TESTING, DEFLECTION TESTING, INVERT ELEVATION SURVEY AND VISUAL INSPECTION USING A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA. ALL SEWER LINES SHALL BE CLEANED AND CHECKED FOR DEFLECTION BEFORE BEGINNING THE CCTV CAMERA INSPECTION. PROVIDE A COPY (DVD) OF THE VISUAL INSPECTION TO THE CITY OF KUNA FOR QUALITY VERIFICATION. NO SEWER MAINLINE SHALL BE CONSIDERED APPROVED AND ACCEPTED UNTIL THE VISUAL REVIEW IS COMPLETE.
17. SEWER CONSTRUCTION INSPECTIONS WILL BE PERFORMED BY THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE. SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER, IN CONFORMANCE WITH THE APPROVED MASTER PLAN, CONTRACT DRAWINGS, AND ASSOCIATED SPECIFICATIONS.
18. CITY OF KUNA SHALL PROVIDE FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION.

IRRIGATION NOTES

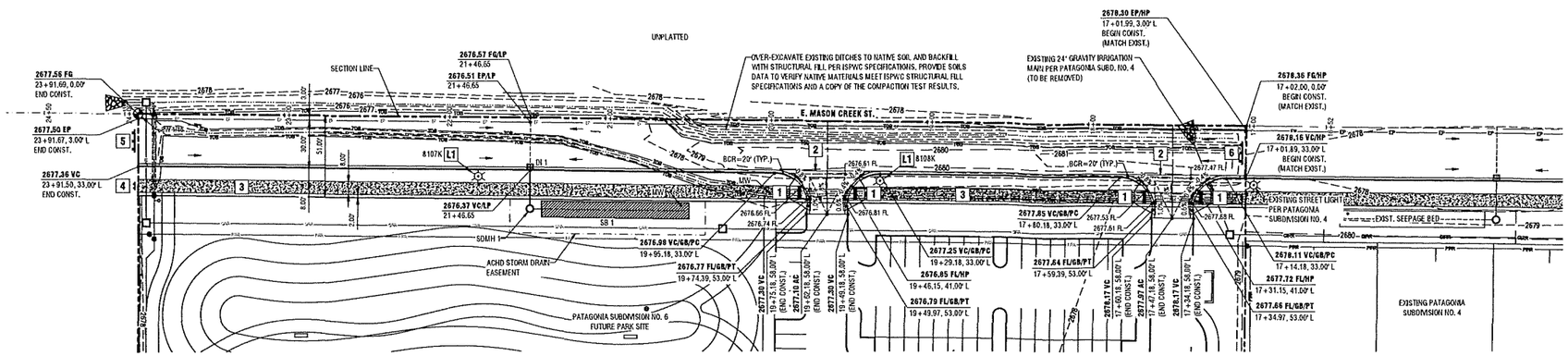
1. THE DEVELOPER SHALL NOTIFY ALL LOT PURCHASERS THAT THERE MUST BE NO INTERCONNECTION BETWEEN THE PRESSURE IRRIGATION SYSTEM AND HOUSE PLUMBING. OUTSIDE HOUSE FAUCETS MUST ONLY BE CONNECTED TO THE MUNICIPAL POTABLE WATER SYSTEM THROUGH THE HOUSE SERVICE CONNECTION.
2. INSTALL PRESSURIZED IRRIGATION SYSTEMS CONSISTING OF IRRIGATION MAINS AND INDIVIDUAL SERVICE CONNECTIONS TO EACH LOT.
3. CONNECTION TO THE CITY OF KUNA MUNICIPAL WATER (POTABLE) SYSTEM FOR IRRIGATION PURPOSES IS NOT ALLOWED.
4. LOT SERVICE REQUIREMENTS:

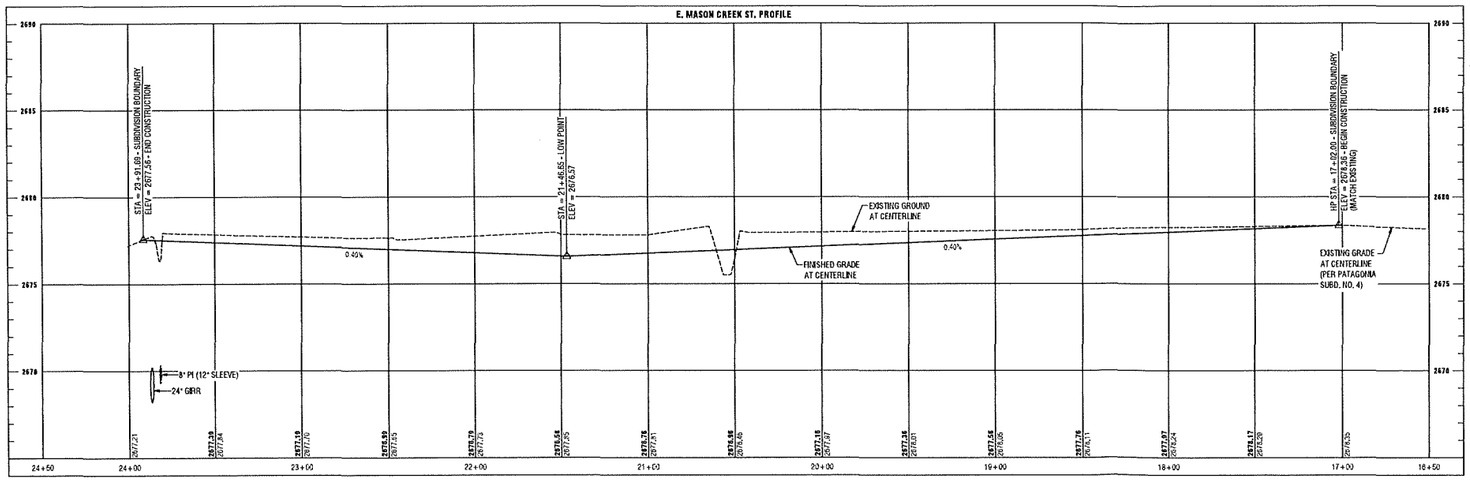
LOT SIZE S.F.	IRRIGATION RISERS
0-14,000	ONE 1"
14,000 - 26,000	TWO 1" OR ONE 1.5"
26,000 +	DETERMINED BY CITY ENGINEER

5. ALL IRRIGATION MAINLINES SHALL BE INSTALLED SUCH THAT AIR AUTOMATICALLY VENTS DURING FILLING AND DRAINING. AUTOMATIC AIR/VACUUM RELIEF VALVES SHALL BE INSTALLED AT ALL HIGH POINTS IN THE SYSTEM AND IN LOCATIONS DETERMINED BY THE CITY ENGINEER. IN LIEU OF AUTOMATIC VENTS, THE CONTRACTOR MAY INSTALL SERVICES WITH THE TAP ON TOP OF THE MAIN AT THE HIGH POINT WITH THE SERVICE LINE LAID LEVEL OR RISING TO THE SERVICE BOX.
6. ALL IRRIGATION MAINS SHALL FREELY DRAIN. "FREELY DRAIN" MEANS TO DRAIN BY GRAVITY INTO A DRAINAGE SWALE, DRAINAGE POND, DRAINAGE DITCH OR ADEQUATELY SIZED DRY WELL. THE DRAIN SYSTEM SHALL INCLUDE MANUALLY OPERATED VALVES AS DETAILED IN CITY OF KUNA STANDARD DETAILS. LOCATE DRAINS IN COMMON AREAS, ALONG PATHWAYS OR STREET FRONTAGES UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE CITY ENGINEER.
7. PIPE DEPTH: ALL IRRIGATION MAIN LINES NOT WITHIN ROAD RIGHT OF WAY (ROW) SHALL HAVE AT LEAST THREE (3) FEET OF COVER FROM FINISH GRADE TO CROWN OF PIPE IF THE PIPE IS FREE DRAINING. A MINIMUM OF FOUR (4) FEET OF COVER SHALL BE REQUIRED FROM FINISH GRADE TO CROWN OF PIPE UNDER ROADWAYS AND WHERE PIPE IS NOT FREE-DRAINING.
8. PRESSURE IRRIGATION MAIN LINE PIPING 4 INCH DIAMETER AND LARGER SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE (PVC), DR21 (200 PSI), CONFORMING TO ASTM D2241.
9. PRESSURE IRRIGATION MAIN LINE PIPING IN THE R.O.W. AND PARALLEL TO CENTER LINE SHALL BE PVC, C900 DR 18.
10. 4 INCH DIAMETER AND LARGER PIPE SHALL HAVE RUBBER GASKETED JOINTS.
11. PRESSURE IRRIGATION PIPE SHALL BE CLEARLY MARKED WITH TYPE, CLASS OR THICKNESS. LETTERING SHALL BE LEGIBLE AND PERMANENT.
12. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH FINDER TAPE. TAPE SHALL BE TWO (2) INCHES WIDE, PURPLE IN COLOR, WITH THE WORDS "DANGER-UNSAFE WATER" OR "NON-POTABLE WATER" CLEARLY MARKED ALONG THE LENGTH OF THE TAPE. TAPE SHALL BE PLACED BETWEEN SIX (6) INCHES BELOW GROUND SURFACE AND SIXTEEN (16) INCHES ABOVE THE TOP OF PIPE.
13. TAPE A #12 DIRECT BURIAL TRACER WIRE ALONG THE CROWN OF THE PRESSURE IRRIGATION MAINLINE. LOOP THE TRACER WIRE FROM THE MAINLINE TO EACH SERVICE BOX AND BACK TO THE MAINLINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. CONDUCT AN ELECTRICAL CONTINUITY TEST BEFORE PAVING TO VERIFY TRACER WIRE INTEGRITY.
14. FOUR (4) EACH PRESSURE IRRIGATION SERVICE WITH A METAL OR PLASTIC TAG (YUCKY FACE) "NON-POTABLE WATER-DO NOT DRINK".
15. VALVES 4 INCH DIAMETER AND LARGER SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C509, WITH MECHANICAL OR FLANGED JOINTS AND 2 INCH SQUARE OPERATING NUT. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. ANY OTHERS MUST BE SPECIFICALLY APPROVED BY THE CITY ENGINEER. VALVE BOXES FOR VALVES 4 INCH DIAMETER AND LARGER SHALL BE STANDARD CAST IRON 5 1/4 INCH DIAMETER ADJUSTABLE VALVE BOX.
16. VALVES FOR STREET CROSSINGS SHALL BE PLACED WITHIN 2 FEET OF THE BACK EDGE OF SIDEWALK.
17. FITTINGS SHALL BE CAST IRON, DUCTILE IRON, PVC, BRASS OR STAINLESS STEEL, AND SHALL HAVE A MINIMUM PRESSURE RATING EQUAL TO OR GREATER THAN 200 PSI. ALL FITTINGS FOUR (4) INCHES AND LARGER SHALL BE DUCTILE IRON WITH FLANGED OR MECHANICAL JOINTS. THRUST BLOCKS OR OTHER CITY ENGINEER APPROVED RESTRAINTS SHALL BE PROVIDED AT CHANGES OF DIRECTION.
18. IRRIGATION SYSTEMS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH ISPWC SPECIFICATIONS FOLLOWING INSTALLATION OF ALL OTHER UTILITIES AND BEFORE PAVING. TESTING SHALL BE OBSERVED BY A CITY REPRESENTATIVE.

WATER NOTES

1. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
2. CONTRACTOR SHALL PREVENT THE ENTRY OF ANIMALS, DIRT AND OTHER FOREIGN MATTER INTO PIPES AND SHALL NOT LEAVE ANY OPEN PIPE END AT ANY TIME WHEN ABSENT FROM THE WORK SITE.
3. ALL WATER MAIN LINE PIPE SHALL BE PVC CONFORMING TO AWWA C-900 DR 18 (235 PSI) OR CLASS 152 CEMENT MORTAR LINED DUCTILE IRON CONFORMING TO AWWA C-152. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C-110.
4. ALL WATER MAIN LINE PIPE, AND SERVICES SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING SHALL BE SIX (6) INCHES BELOW THE BOTTOM OF PIPE.
5. MINIMUM DEPTH FOR ALL WATER MAIN PIPE SHALL BE FOUR (4) FEET FROM FINISHED GRADE TO TOP OF PIPE.
6. COMPACT TRENCH BACKFILL TO 95% OF ASTM D 698 (MINIMUM).
7. TAPE NO. 12 DIRECT BURIAL TRACER WIRE TO THE CROWN OF WATER MAIN PIPE AND SERVICE LINES. LOOP THE TRACER WIRE FROM THE MAIN LINE TO EACH SERVICE VAULT ALONG THE SERVICE PIPE AND BACK TO THE MAIN LINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND SHALL BE EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. WIRE SHALL BE TAPED TO GATE VALVES SO IT IS ACCESSIBLE FROM ABOVE WITHOUT INTERFERING WITH VALVE OPERATION. CONDUCT AN ELECTRICAL CONTINUITY VERIFICATION TEST BEFORE PAVING.
8. ALL MAIN LINE WATER VALVES SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO ANSI/AWWA C-509. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. OTHER WATER VALVES MUST BE APPROVED BY THE CITY ENGINEER.
9. FURNISH ALL WATER VALVES WITH A STANDARD CAST IRON 5-1/4 INCH DIAMETER 3-PIECE ADJUSTABLE VALVE BOX. THE CAST IRON COVER SHALL BE DESIGNED TO SLIP INSIDE THE TOP BELL, MARKED WITH THE WORD "WATER" AS AN INTEGRAL PART OF THE A CONCRETE COLLAR SHALL BE REQUIRED WHEN LOCATED IN PAVEMENT.
10. ALL TEES, PLUGS, BENDS, AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST, SHALL BE SECURED AND ANCHORED BY SUITABLE THRUST BLOCKING AS SHOWN ON ISPWC SD-403.
11. SLEEVE WATER SERVICE LINES IN A FOUR (4) INCH DIAMETER SCHEDULE 80 WATER CLASS PIPE WHEREVER THE SERVICE LINE CROSSES A STREET DRAINAGE SEEPAGE BED.
12. OPEN EACH METER SETTER AND VERIFY THAT THE CORPORATION STOP IS OPEN AND THE SERVICE IS OPERABLE BEFORE PAVING.
13. OPERATE EACH VALVE AND FIRE HYDRANT TO ENSURE PROPER FUNCTION BEFORE PAVING. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE TESTING.
14. LEAK-TEST, FLUSH AND DISINFECT ALL WATER MAIN LINES AFTER INSTALLATION OF ALL UTILITIES, BEFORE CONNECTING TO THE WATER DISTRIBUTION SYSTEM, AND BEFORE PAVING. PRESSURE TEST THE DISTRIBUTION SYSTEM PER ISPWC SECTION 401.
15. THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING BUT BEFORE INSTALLATION OF OTHER UTILITIES. AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING THE CONTRACTOR SHALL PERFORM A FINAL PRESSURE TEST WITH CITY PERSONNEL IN ATTENDANCE. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST.
16. DISINFECT AND FLUSH WATER MAINLINES ACCORDING TO ISPWC DIVISION 400. THE DISINFECTION AND FINAL FLUSHING SHALL BE TESTED TO DETERMINE IF THE APPROPRIATE MINIMUM CHLORINE RESIDUALS HAVE BEEN MET.
17. SAMPLE AND TEST ALL WATER LINES FOR BACTERIAL COLIFORMS. ALL WATER LINES SHALL PASS THE REQUIRED BACTERIOLOGICAL TEST BEFORE BEING PUT INTO SERVICE.
18. CONTRACTOR SHALL PROVIDE BACTERIAL TEST REPORTS FROM A CERTIFIED LABORATORY SHOWING THAT THE WATER LINES HAVE PASSED BACTERIA SAFETY REQUIREMENTS. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE SAMPLE EVENT. THE CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
19. LOCATE VALVES, FLANGED OR M.J., IN THE STREET UNLESS EXPLICITLY APPROVED BY THE CITY ENGINEER. SET ALL GATE VALVES AS CLOSE (FLANGE CONNECTED) AS POSSIBLE TO WATER MAIN LINE FITTINGS.
20. CONTRACTOR SHALL FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ENSURE THAT LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS MATCH SIDEWALK ELEVATIONS.
21. LOCATE ALL WATER METERS AND FIRE HYDRANTS OUT OF THE ROAD RIGHT-OF-WAY. PROVIDE AT LEAST ONE (1) FOOT SEPARATION BETWEEN BACK OF SIDEWALK (OR CURB IF NO SIDEWALK) AND THE LEADING EDGE OF ANY FIRE HYDRANT.
22. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING SERVICE CONNECTIONS WITH AN 8 FOOT 2" X 4" BOARD OR METAL T POST PAINTED BLUE.
23. PAVING CONTRACTOR SHALL SET WATER VALVE RISERS IN CONCRETE COLLARS PER ISPWC STANDARD DRAWING SD-406.
24. ALL FIRE HYDRANTS SHALL BE DRY BARREL CONFORMING TO AWWA C-502, INSTALLED PER ISPWC SECTION 403 AND ISPWC DWG SD-404. FIRE HYDRANTS SHALL HAVE A FIVE (5) FOOT SETTING MINIMUM, 150 PSI WORKING PRESSURE, ONE 4-1/2 INCH DIAMETER NATIONAL STANDARD PUMPER NOZZLE EQUIPPED WITH STORZ FITTING, AND TWO 2-1/2 INCH DIAMETER NATIONAL STANDARD THREAD FIRE HOSE NOZZLES. THE VALVE OPERATOR SHALL OPEN COUNTER CLOCKWISE. THE HYDRANT SHALL BE EQUIPPED WITH A DRAIN THAT OPENS WHEN THE HYDRANT IS CLOSED; AND A SIX (6) INCH FLANGED BY MECHANICAL JOINT RESILIENT WEDGE GATE VALVE ATTACHED DIRECTLY TO THE WATER MAIN LINE TEE. ALPHA RESTRAINT ALLOWED.
25. FIRE HYDRANTS SHALL BE CLOW MEDALLION, WATEROUS PACER 100, OR MUELLER A423, NO OT





1 E. MASON CREEK ST. - PLAN AND PROFILE

SCALE: 1" = 40' - 0" HORIZONTAL AND 1" = 4'-0" VERTICAL

HORIZONTAL SCALE IN FEET

VERTICAL SCALE IN FEET

NORTH

STREET LIGHT KEY NOTES

L1 INSTALL STREET LIGHT (SEE STANDARD METAL STREET LIGHT DETAIL ON SHEET C.601).

CONSTRUCTION KEY NOTES

1. INSTALL PEDESTRIAN RAMP TYPE 'H' PER ISPWC SD-212A, AND TACTILE WARNING SURFACE PER ACHD SUPPLEMENTAL SD-712.
2. INSTALL 6' WIDE VALLEY GUTTER PER ACHD SUPPLEMENTAL SD-708.
3. INSTALL 8' WIDE SIDEWALK PER ACHD SUPPLEMENTAL SD-709.
4. INSTALL TYPE II BARRICADE WITH KICK PLATE AND THICKENED EDGE ALUMA WITH STRIPED DECALS PER ACHD SUPPLEMENTAL SD-1132A
5. INSTALL TYPE III BARRICADE AND SIGN 'STREET TO BE EXTENDED IN THE FUTURE' AND THICKENED EDGE ALUMINUM WITH STRIPED DECALS DECALS PER ACHD SUPPLEMENTAL SD-1132B.
6. REMOVE EXISTING BARRICADES (IF APPLICABLE) AND SAWCUT 2 FEET MIN. OF EXISTING PAVEMENT. REFERENCE ISPWC SD-301 AND ACHD SUPPLEMENTAL SD-303 AND SD-806.

2 STREET AND STORM DRAIN DATA

SEEPAGE BED NO. 1

DI 1
CL STA. 21+46.65, 33.00' LT, E. MASON CREEK ST.
DROP INLET, ACHD Supplemental Drawing SD-601, TYPE I
TOP OF CURB = 2676.37
12" INV OUT (S) = 2673.37

INSTALL 22.67 LF 12" PVC (SDR-35) @ 0.53% TO SDMH 1

Q_{25} = 1.44 cfs
Q_{100} = 2.01 cfs

SDMH 1
CL STA. 21+46.65, 57.00' LT, E. MASON CREEK ST.
MANHOLE, ACHD Supplemental Drawing SD-611
RIM = 2676.83 (MATCH FINISHED GRADE)
12" INV IN (N) = 2673.25
18" INV OUT (E) = 2672.40

INSTALL 5.0 LF 18" ADS N-12 HP @ 0.00% TO SB 1

SB 1
92' L x 10.00' W x 7.00' SEEPAGE BED
SEE DETAIL ON DETAIL SHEET

GENERAL CONSTRUCTION NOTES

1. PRIOR TO PLACEMENT OF ANY PAVEMENT MARKINGS, CONTACT ACHD INSPECTION FOR VERIFICATION OF COMPLIANCE WITH POLICY AND EXISTING PAVEMENT MARKINGS.
2. SIGN CONTRACTORS OTHER THAN ACHD MUST BE BONDED WITH ACHD AND MUST OBTAIN A NO-CHARGE RIGHT-OF-WAY PERMIT.
3. ASPHALT REPAIR AND WIDENING CONSTRUCTION SHALL CONFORM TO ISPWC STANDARD DETAIL SD-301, AND ACHD SUPPLEMENTAL STANDARD DETAILS SD-303 AND SD-806.
4. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0% PER ADA REQUIREMENTS. THERE ARE NO TOLERANCES ALLOWED.

GRADING CONSTRUCTION NOTES

1. PRIOR TO COMMENCING SITE GRADING OR FOUNDATION EXCAVATIONS, ALL BUILDING AREAS AND FILL AREAS SHOULD BE STRIPPED OF ALL DEBRIS, VEGETATION, AND UNDOCUMENTED FILL.
2. FILL PLACED TO DEVELOP BUILDING PADS SITE GRADING SHOULD MEET THE REQUIREMENTS FOR GENERAL FILL. GENERAL FILL USED FOR SITE GRADING MAY BE OBTAINED FROM ON-SITE EXCAVATIONS OR APPROVED BORROW SOURCES. GENERAL FILL SHALL CLASSIFY ACCORDING TO ASTM D2487 AS GW, GP, GC, GM, SW, SP, SC, SM, ML, CL (OR COMBINATIONS OF THESE SUCH AS SP-SM) MATERIALS. IN ADDITION, THE GENERAL FILL MATERIAL SHALL HAVE A MAXIMUM PARTICLE SIZE LESS THAN 4 INCHES AND SHALL BE FREE OF EXCESS MOISTURE, ORGANIC MATTER AND DEBRIS.
3. MATERIALS THAT ARE FROZEN, CONTAMINATED, CONTAIN EXCESS MOISTURE, ORGANIC MATTER (SUCH AS STRIPPING OR ROOTS), TRASH, DEBRIS, STONES LARGER THAN 4 INCHES, OR THAT CLASSIFY BY ASTM D2487 AS CH, MH, PT, OL, AND ARE NOT SUITABLE FOR GENERAL FILL.
4. AFTER THE REMOVAL OF ALL VEGETATION AND PRIOR TO ANY PLACEMENT OF GENERAL FILL, THE EXPOSED SUBGRADE SHOULD BE UNIFORMLY SCARIFIED TO A MINIMUM DEPTH OF 8 INCHES, MOISTURE-CONDITIONED AS NECESSARY, AND COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698.
5. AFTER SITE PREPARATION IS COMPLETED, GENERAL FILL SHOULD BE PLACED IN 8-INCH MAXIMUM LOOSE HORIZONTAL LIFTS AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 - STAND PROCTOR COMPACTION TEST. EACH LIFT AT EACH BUILDING PAD SHOULD BE DOCUMENTED FOR DENSITY.
6. GENERAL FILL PLACED WITHIN ROADWAY EMBANKMENTS SHOULD BE PLACED IN 8-INCH MAXIMUM LOOSE HORIZONTAL LIFTS AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE ASTM D698 - STANDARD PROCTOR COMPACTION TEST.
7. ALL EXISTING IRRIGATION DITCHES, TEST PITS, FOUNDATIONS, AND DRAIN FIELDS SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPWC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPWC SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.

UTILITY CONSTRUCTION NOTES

ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLANS.

THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.

1. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
2. IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
3. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
4. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
5. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

Plans Are Accepted For Public Street Construction

By Surveying And Signing The Improvement Plans, The Registered Engineer Assumes The Responsibility That The Plans Conform To Ada County Highway District Standards, Variances Or Waivers Which Are Specifically And Previously Approved By The District In Writing. Acceptance Of The Improvement Plans By The District Does Not Relieve The Registered Engineer Of These Responsibilities.

BY: _____ DATE: 10-24-19
ADA COUNTY HIGHWAY DISTRICT

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD. STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civil-innovations.com

PROFESSIONAL ENGINEER REGISTERED 10062 STATE OF IDAHO BENJAMIN P. THOMAS
10/07/19

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

THESE DRAWINGS, OR ANY PORTION OR EXTENSION THEREOF, SHALL NOT BE USED OR REPRODUCED ON ANY PROJECT WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

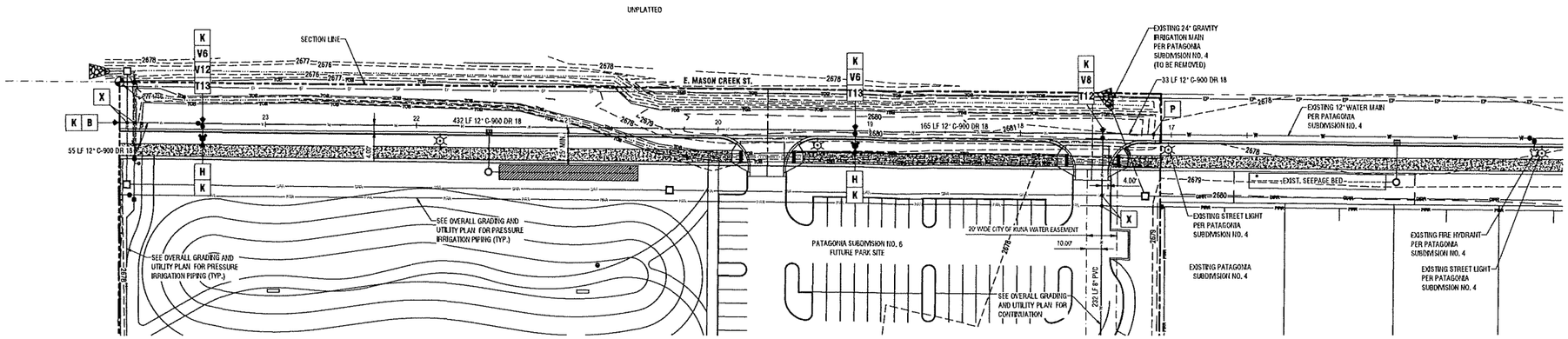
PATAGONIA SUBDIVISION NO. 6
KUNA, IDAHO

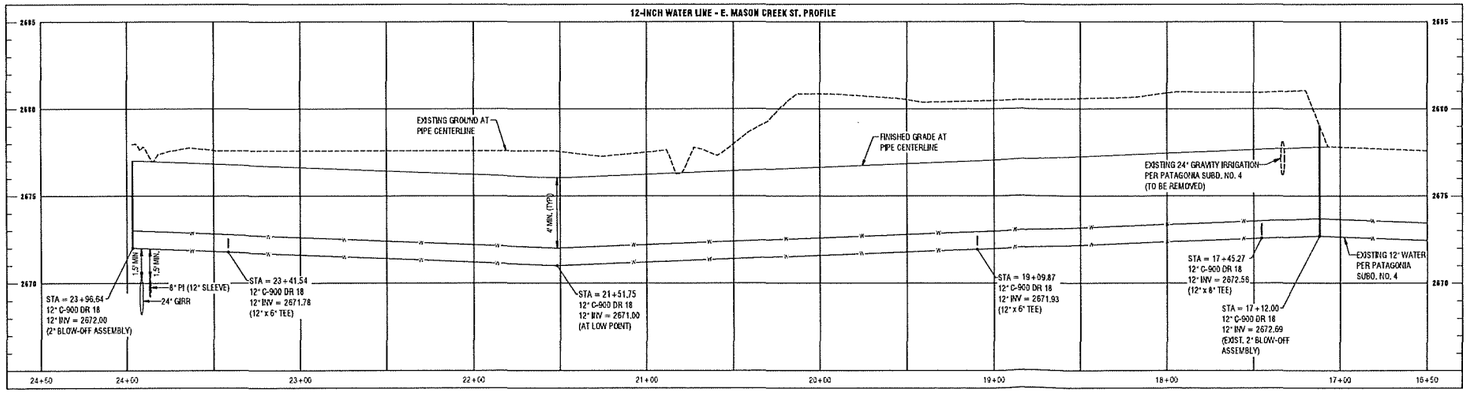
E. MASON CREEK ST. - STREET / STREET LIGHTS AND STORM DRAIN PLAN AND PROFILE

PROJECT NO.	19-0907-PA6
DWG FILE	C.200
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	10/07/19
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.200
SHEET 3 OF 9

D:\Civil Innovations Projects\2019\19-0907-PA6 Patagonia 6\200 - Construction Drawings\205 - Construction\19-0907-PA6 C.200 (Street Plan and Profile)-W_SIGNATURES.dwg





1 WATER PLAN AND PROFILE

SCALE: 1" = 40' - 0" HORIZ., 1" = 4' - 0" VERT.

40 20 0 40 80
HORIZONTAL SCALE IN FEET
4 2 0 4 8
VERTICAL SCALE IN FEET

2 CONSTRUCTION KEY NOTES

WATER PLAN

T12	Tee, 12" x 12" x 8"
T13	Tee, 12" x 12" x 6"
T8	Tee, 8" x 8" x 4"
V8	Valve, 8" Gate
V6	Valve, 6" Gate
V12	Valve, 12" Gate
E8	Elbow, 8", 90°
S1	Single Water Service Per Kuna STD DWG K401-1 (See Detail on Sheet C.601)
B	2" Blow-Off Assembly Per Per Kuna STD DWG K-405 (See Detail on Sheet C.601)
BF	Backflow Water System Connection Per STD DWG K-904 (See Detail on Sheet C.602)
H	Fire Hydrant Assembly Complete Per ISPWC Standard Drawing SD-404
K	P.C.C. Thrust Block (As Required Even If Not Shown)
X	Potable/Non-Potable Crossing. Refer To ISPWC Standard Drawing No. SD-407.
P	Point of Connection - Remove Existing Blow-Off And Connect to Existing Water Main.

Water, sewer, and irrigation plans are approved for construction. The design engineers professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: _____
Paul A. Stevens, P.E.
Kuna City Engineer

Date: _____

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PHONE: (208) 884-8181
www.civil-innovations.com

BENJAMIN P. THOMAS — 10062 — PROFESSIONAL ENGINEER — REGISTERED — STATE OF IDAHO — 10/07/19

THESE DRAWINGS, OR ANY PORTION OR EXTENSION THEREOF, SHALL NOT BE USED OR REPRODUCED ON ANY PROJECT WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

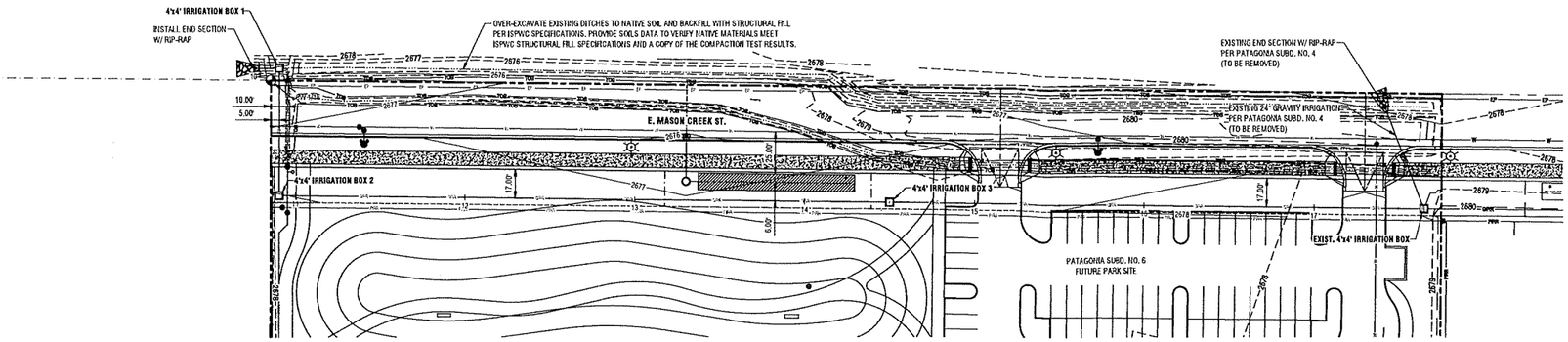
PATAGONIA SUBDIVISION NO. 6

KUNA, IDAHO

E. MASON CREEK ST. - WATER PLAN AND PROFILE

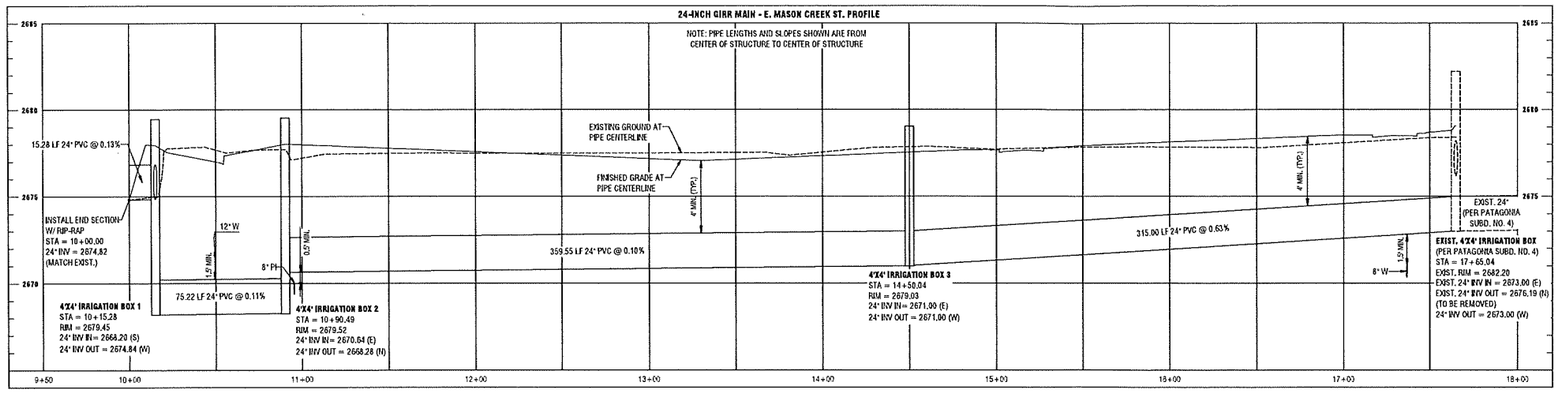
PROJECT NO.	19-0507-PA6
DWG FILE	C.300
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	10/07/19
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

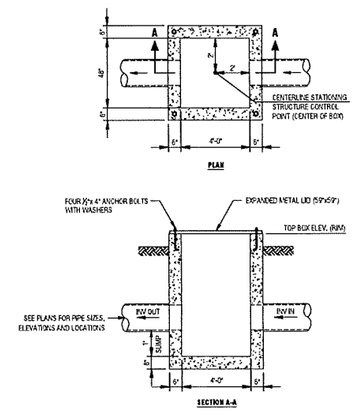
C.300
SHEET 4 OF 9



1 GRAVITY IRRIGATION PLAN AND PROFILE
SCALE: 1" = 40' - 0" HORIZ., 1" = 4' - 0" VERT.

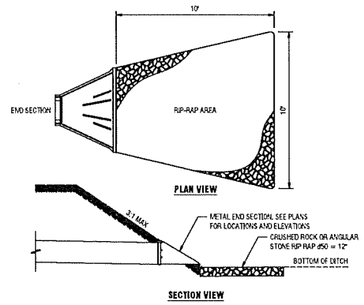
HORIZONTAL SCALE IN FEET
VERTICAL SCALE IN FEET



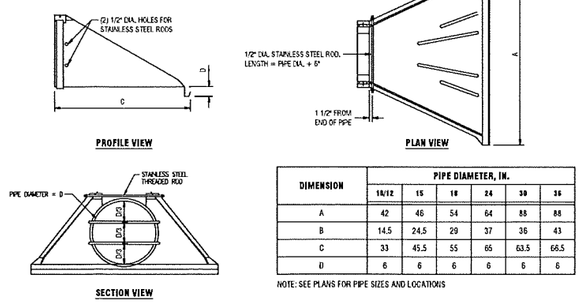


NOTE:
1. SEE THIS SHEET FOR PIPE SIZES, ELEVATIONS, AND DIRECTION OF FLOW.
2. BOXES SHALL BE CONSTRUCTED TO BE WATERTIGHT.

2 TYPICAL CONCRETE 4' x 4' IRRIGATION WITH 1' SUMP
NOT TO SCALE



3 RIP-RAP DETAIL
NOT TO SCALE



DIMENSION	PIPE DIAMETER, IN.					
	10/12	15	18	24	30	36
A	42	46	54	64	88	88
B	14.5	24.5	29	37	36	43
C	33	45.5	55	65	63.5	66.5
D	6	6	6	6	6	6

NOTE: SEE PLANS FOR PIPE SIZES AND LOCATIONS

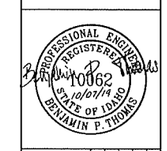
4 END SECTION WITH PROTECTIVE BARS DETAIL
NOT TO SCALE (OR APPROVED EQUIVALENT)

Plans Are Accepted For Public Street Construction

By Stamping And Signing The Improvement Plans, The Registered Engineer Assures The District That The Plans Conform To All District Policies And Standards. Variances Or Waivers Must Be Specifically And Previously Approved By The District In Writing. Acceptance Of The Improvement Plans By The District Does Not Relieve The Registered Engineer Of These Responsibilities.

BY _____ DATE 10-11-19
ADA COUNTY HIGHWAY DISTRICT

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
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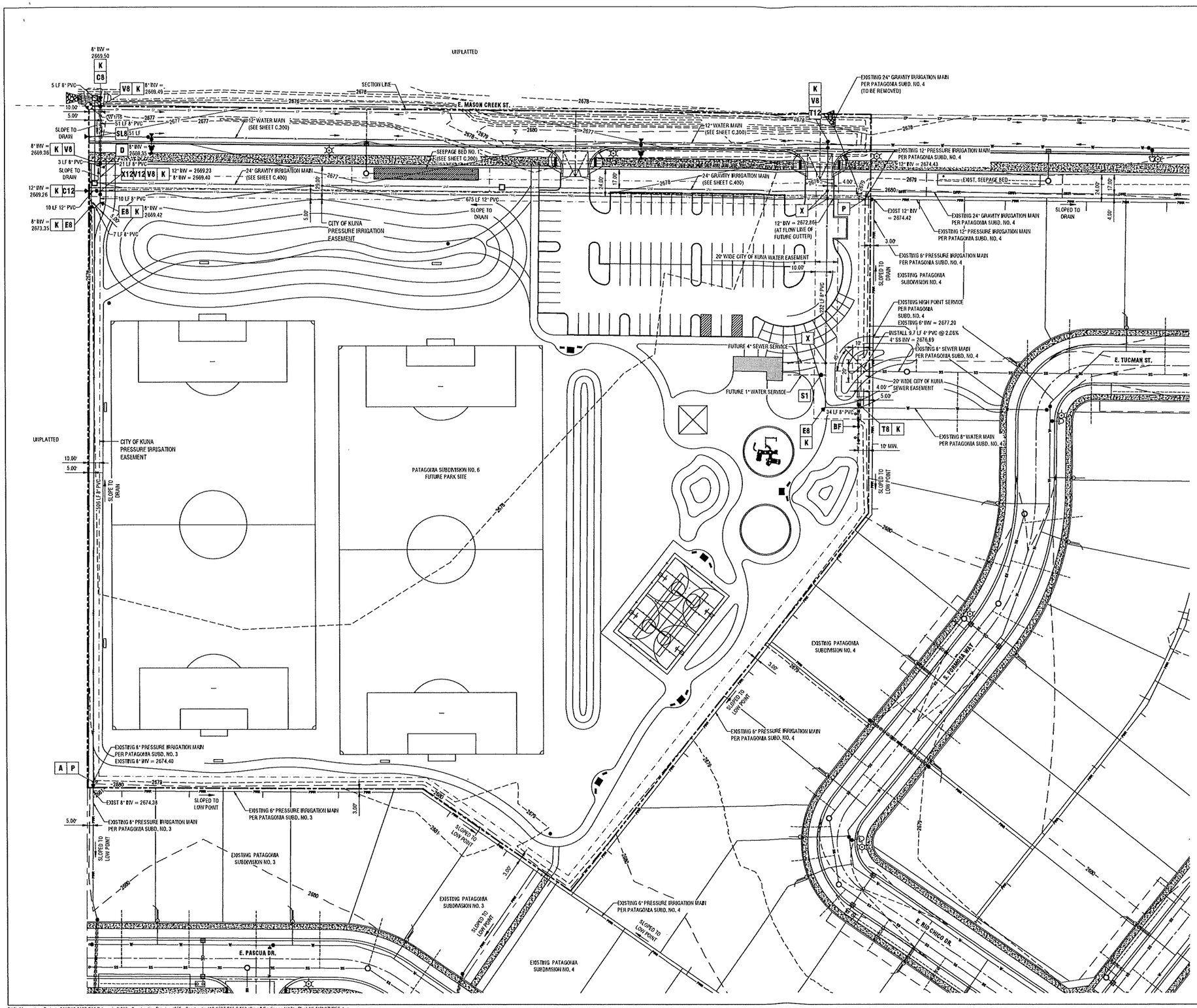
PATAGONIA SUBDIVISION NO. 6
KUNA, IDAHO

E. MASON CREEK ST. - GRAVITY IRRIGATION PLAN AND PROFILE

PROJECT NO.	19-0607-PA6
DWG FILE	C.400
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	10/07/19
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.400
SHEET 5 OF 9

D:\Civil Innovations Projects\2019\19-0607-PA6 Patagonia #200 - Construction Drawings\205 - Construction\19-0607-PA6 C.400 (Gravity Irrigation Plan and Profile)-W_SIGNATURES.dwg



1 OVERALL GRADING AND UTILITY PLAN

SCALE: 1" = 40' - 0" HORIZONTAL

60 40 20 0 40 80

HORIZONTAL SCALE IN FEET

2 CONSTRUCTION KEY NOTES

PRESSURE IRRIGATION

SL8	Pressure Irrigation Sleeve, 12" PVC, C-900
X12	Cross, 12" x 8"
V8	Valve, 8" Gate
V12	Valve, 12" Gate
E8	Elbow, 8", 45°
C8	Plug Or Cap, 8"
C12	Plug Or Cap, 12"
BF	4" Backflow Water System Connection Per Kuna STD DWG K-904. (See Detail on Sheet C.602)
K	P.C.C. Thurst Block (As Required Even If Not Shown)
P	Point of Connection - Connect To Existing Pressure Irrigation Main
A	Pressure Irrigation Air Release Valve Per Kuna STD DWG K-905 (See Detail on Sheet C.602)
D	Pressure Irrigation Drain Valve Per Kuna STD DWG K-903 (See Detail on Sheet C.602)

3 CONSTRUCTION KEY NOTES

WATER

T12	Tee, 12" x 12" x 8"
T13	Tee, 12" x 12" x 6"
T8	Tee, 8" x 8" x 4"
V8	Valve, 8" Gate
V6	Valve, 6" Gate
V12	Valve, 12" Gate
E8	Elbow, 8", 90°
S1	Single Water Service Per Kuna STD DWG K401-1 (See Detail on Sheet C.601)
B	2" Blow-Off Assembly Per Per Kuna STD DWG K-405 (See Detail on Sheet C.601)
BF	Backflow Water System Connection Per STD DWG K-904 (See Detail on Sheet C.602)
H	Fire Hydrant Assembly Complete Per ISPWC Standard Drawing SD-404
K	P.C.C. Thrust Block (As Required Even If Not Shown)
X	Potable/Non-Potable Crossing. Refer To ISPWC Standard Drawing No. SD-407.
P	Point of Connection - Remove Existing Blow-Off And Connect to Existing Water Main.

GRADING CONSTRUCTION NOTES

1. PRIOR TO COMMENCING SITE GRADING OR FOUNDATION EXCAVATIONS, ALL BUILDING AREAS AND FILL AREAS SHOULD BE STRIPPED OF ALL DEBRIS, VEGETATION, AND UNDOCUMENTED FILL.
2. FILL PLACED TO DEVELOP BUILDING PADS SITE GRADING SHOULD MEET THE REQUIREMENTS FOR GENERAL FILL. GENERAL FILL USED FOR SITE GRADING MAY BE OBTAINED FROM ON-SITE EXCAVATIONS OR APPROVED BORROW SOURCES. GENERAL FILL SHALL CLASSIFY ACCORDING TO ASTM D2487 AS GW, GP, GC, GM, SW, SP, SC, SM, ML, CL (OR COMBINATIONS OF THESE SUCH AS SP-SM) MATERIALS. IN ADDITION, THE GENERAL FILL MATERIAL SHALL HAVE A MAXIMUM PARTICLE SIZE LESS THAN 4 INCHES AND SHALL BE FREE OF EXCESS MOISTURE, ORGANIC MATTER AND DEBRIS.
3. MATERIALS THAT ARE FROZEN, CONTAMINATED, CONTAIN EXCESS MOISTURE, ORGANIC MATTER (SUCH AS STRIPPING OR ROOTS), TRASH, DEBRIS, STONES LARGER THAN 4 INCHES, OR THAT CLASSIFY BY ASTM D2487 AS CH, MH, PT, OL, AND ARE NOT SUITABLE FOR GENERAL FILL.
4. AFTER THE REMOVAL OF ALL VEGETATION AND PRIOR TO ANY PLACEMENT OF GENERAL FILL, THE EXPOSED SUBGRADE SHOULD BE UNIFORMLY SCARIFIED TO A MINIMUM DEPTH OF 8 INCHES, MOISTURE-CONDITIONED AS NECESSARY, AND COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698.
5. AFTER SITE PREPARATION IS COMPLETED, GENERAL FILL SHOULD BE PLACED IN 8-INCH MAXIMUM LOOSE HORIZONTAL LIFTS AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 - STAND PROCTOR COMPACTION TEST. EACH LIFT AT EACH BUILDING PAD SHOULD BE DOCUMENTED FOR DENSITY.
6. GENERAL FILL PLACED WITHIN ROADWAY EMBANKMENTS SHOULD BE PLACED IN 8-INCH MAXIMUM LOOSE HORIZONTAL LIFTS AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE ASTM D698 - STANDARD PROCTOR COMPACTION TEST.
7. ALL EXISTING IRRIGATION DITCHES, TEST PITS, FOUNDATIONS, AND DRAIN FIELDS SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPWC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPWC SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.

UTILITY CONSTRUCTION NOTES

ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLANS.

THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.

1. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
2. IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
3. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE, MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
4. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
5. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

Public sewer and irrigation plans are approved for construction. The design engineer's professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: _____
Paul A. Stevens, P.E.
Kuna City Engineer

Date: _____

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD., STE 101
BOISE, ID 83712
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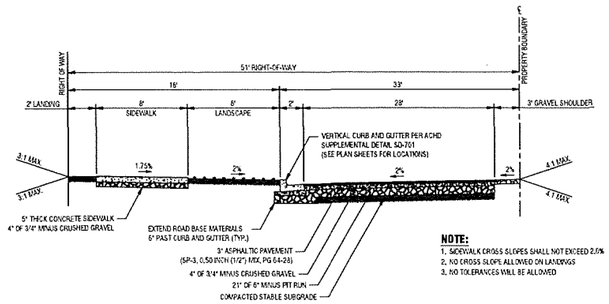
NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 6
KUNA, IDAHO

OVERALL GRADING AND UTILITY PLAN

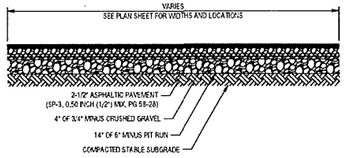
PROJECT NO.	19-0607-PA6
DWG FILE	C.500
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	10/07/19
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.500
SHEET 6 OF 9

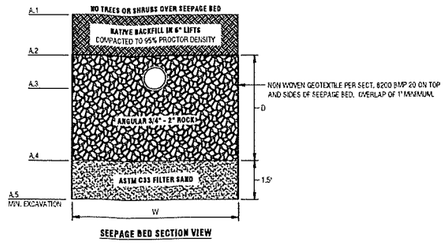


NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPES ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

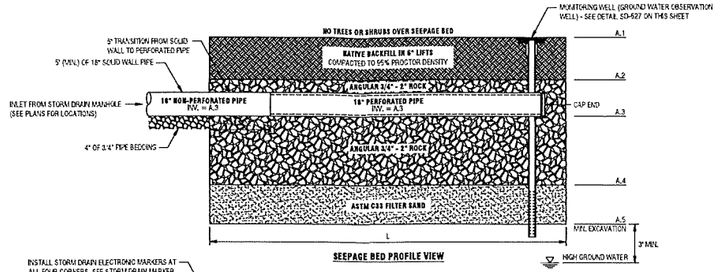
1 TYPICAL COLLECTOR HALF-STREET SECTION
NOT TO SCALE - E. MASON CREEK STREET



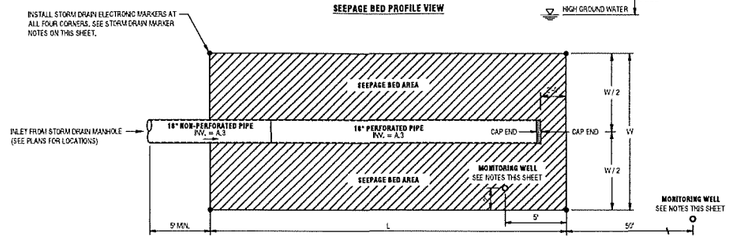
2 ASPHALT PAVEMENT SECTION
NOT TO SCALE - SITE ENTRY ROAD



SEEPAGE BED SECTION VIEW



SEEPAGE BED PROFILE VIEW



SEEPAGE BED PLAN VIEW

SEEPAGE BED TABLE

SEEPAGE BED NO.	A.1 (CFS)	A.2	A.3	A.4	A.5	L (LENGTH)	W (WIDTH)	D (DEPTH)
1	2676.37	2674.85	2672.40	2667.85	2666.35	92.0'	10.0'	7.0'

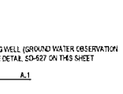
SEEPAGE BED DESIGN NOTES:
1. SOILS AND GROUNDWATER INFORMATION PROVIDED BY ASSOCIATED EARTH SCIENCES, INC. REPORTS DATED JUNE 6, 2003. GROUND WATER WAS NOT ENCOUNTERED IN ANY TEST PITS OR OBSERVATIONS WELLS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF GROUNDWATER IS ENCOUNTERED WITHIN 3 FEET OF THE BOTTOM OF THE DESIGN ELEVATIONS FOR ANY INFILTRATION FACILITY.
2. DESIGN INFILTRATION RATE IS 1.5 INCHES PER HOUR.
3. CONTRACTOR TO HAVE A PERCOLATION TEST PERFORMED BY A SOILS ENGINEER AFTER SEEPAGE TRENCH IS FULLY EXCAVATED. IF THE TEST RESULT IS LESS THAN THE DESIGN INFILTRATION RATE, CONTRACTOR MAY NEED TO BLAST OR RIDGE TO CREATE A CONDUIT FOR DRAINAGE OR HAVE THE SYSTEM RESIZED TO ACHIEVE THE REQUIRED INFILTRATION RATE. PERCOLATION TEST TO BE WITNESSED BY ACHD INSPECTION STAFF.
4. 100-YEAR DESIGN STORM RUNOFF VOLUME:
   SEEPAGE BED NO. 1: REQUIRED STORAGE VOLUME = 2,577 C.F.

SEEPAGE BED CONSTRUCTION NOTES:
1. CONTACT DESIGN ENGINEER FOR SEEPAGE BED REDESIGN IF GROUNDWATER IS ENCOUNTERED ABOVE MAX HGW ELEVATION.
2. ALL VAULTS, MANHOLES, AND SAND & GREASE TRAPS SHALL BE H-25 OR GREATER LOAD RATED.
3. WRAP TOP AND SIDES OF BED WITH NON WOVEN GEOTEXTILE FABRIC.
4. ALL GEOTEXTILE SEAMS SHALL OVERLAP 1 FOOT MINIMUM.
5. ANY BEDROCK ENCOUNTERED DURING SEEPAGE BED CONSTRUCTION SHALL BE BLASTED.
6. SEEPAGE BED WIDTH SHALL REMAIN CONSTANT.
7. SEE BMP 01 FOR SAND & GREASE TRAP DETAILS.
8. FOR SEEPAGE BEDS IN THE PUBLIC RIGHT-OF-WAY:
   A) A MINIMUM OF 1-FT COVER FROM TOP OF BED TO ROAD SUBGRADE IS REQUIRED.
   B) BACKFILL OVER BED TO SUBGRADE WITH 6" MINUS PIT RUN GRAVEL.
   C) WOVEN GEOTEXTILE FABRIC REQUIRED OVER TOP OF BED.
   D) IF LESS THAN 1-FT OF COVER FROM TOP OF BED TO SUBGRADE, ANGULAR 3/4" TO 2" ROCK IS REQUIRED WITH MINIMUM 50% SINGLE FRACTURED FACE IN PLACE OF 2" DRAIN ROCK.
   E) FULL ROADWAY SECTION IS REQUIRED OVER SEEPAGE BEDS. SEEPAGE BEDS SHALL NOT EXTEND ABOVE SUBGRADE.
9. FOR SEEPAGE BEDS OUTSIDE THE PUBLIC RIGHT-OF-WAY: A MINIMUM OF 1.5-FT COVER FROM TOP OF BED TO FINISHED GRADE IS REQUIRED.

STORM DRAIN MARKER NOTES:
1. STORM DRAIN ELECTRONIC MARKERS SHALL BE INSTALLED AT ALL FOUR CORNERS OF THE SEEPAGE BEDS.
2. CONTRACTOR SHALL COORDINATE WITH ACHD INSPECTION FOR PLACEMENT OF MARKERS DURING CONSTRUCTION AND PRIOR TO BACKFILLING.

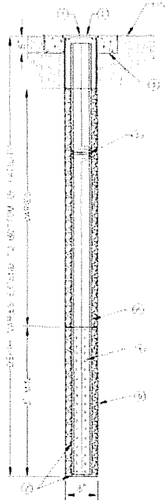
MONITORING WELL NOTES:
1. THE MONITORING WELL LOCATED OUTSIDE OF THE SEEPAGE BED SHALL EXTEND A MINIMUM OF 1 FOOT BELOW THE BOTTOM OF THE SEEPAGE BED AND SHALL BE INSTALLED WITHIN THE PROPOSED SIDEWALK A MINIMUM OF 50' PAST THE END OF SEEPAGE BED. SEE ACHD SUPPLEMENTAL DRAWING DETAIL SD-627 ON THIS SHEET.

3 SEEPAGE BED NO. 1 DETAIL
NOT TO SCALE

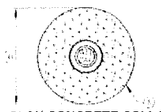


3.6" PERFORATIONS IN VALLEYS OF CORRUGATED PIPE, 6 EA.

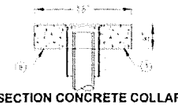
18" PIPE PERFORATION SCHEDULE



SECTION
N.T.S.



PLAN CONCRETE COLLAR
N.T.S.



SECTION CONCRETE COLLAR
N.T.S.

2017 ADHD REVISION

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ADHD SUPPLEMENT)	GROUNDWATER OBSERVATION WELL	STANDARD DRAWING SD- 627

LEGEND
(1) WELL COVER, 8" DIA. WATERTIGHT GALVANIZED STEEL BOLT DOWN COVER AND CANISTER
(2) 3 OR 4 BOLT LID WITH 3/4" HEAVY HEX NUT THREADS, DEGREED
(3) CONCRETE (TRAFFIC CLASS 2500 MINIMUM SECTION 703)
(4) 3/4" DIA HOLES IN STEEL LID AND TUBE AT 3' ON CENTER
(5) TRACER WIRE SHALL BE PLACED ON CROWN OF PVC PIPE, MINIMUM OF #10 GA., INSULATED, SOLID-CONDUCTOR COPPER WIRE. INSULATION COLOR SHALL BE GREEN WITH THREE 3" DIAMETER COILS
(6) PVC SHALL BE PERFORATED PVC, SCH 40 (ASTM D1785), SDR 35. WELLS EXCEEDING 45' IN DEPTH SHALL USE 41" PIPE
(7) BENTONITE CHIPS, GRANULAR OR PELLETS AND BOTTOM, FROM OVER UNDERLAYING ROCK
(8) CONCRETE OR PUMP MIX EQUIVALENT, AT 1 TO 2 SACKS
(9) BACKFILL MATERIAL TO MATCH STORAGE MEDIA FOR OBSERVATION WELLS LOCATED WITHIN A GMP FACILITY. USE PIPE BOOMS OR PIPE FOR OBSERVATION WELLS LOCATED OUTSIDE GMP FACILITIES.

NOTES:
1. GROUNDWATER OBSERVATION WELLS ARE FOR MEASUREMENT OF GROUNDWATER LEVELS ABOVE OR BELOW DRAINAGE FACILITIES.
2. THIS DETAIL IS FOR WELLS INSTALLED BY DRILLING OR BY EXCAVATED PITS.
3. LOCATION OF GROUNDWATER OBSERVATION WELLS SHALL BE APPROVED BY ACHD.
4. OBSERVATION WELLS NOT ALLOWED IN SWALES OR WATER QUALITY SECTIONS.

Plans Are Accepted For Public Street Construction

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By Michael Olsen MM 10-14-19
ADA COUNTY HIGHWAY DISTRICT

2017 ADHD REVISION

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ADHD SUPPLEMENT)	GROUNDWATER OBSERVATION WELL	STANDARD DRAWING SD-627

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BOISE, ID 83712
PHONE: (208) 884-8161
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PROFESSIONAL ENGINEER REGISTERED 10062 10/10/19 STATE OF IDAHO BENJAMIN P. THOMAS

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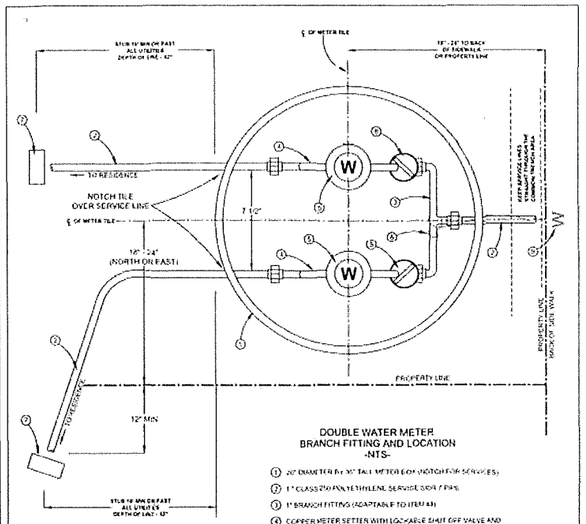
NO.	DESCRIPTION	DATE
	REVISIONS	BY

PATAGONIA SUBDIVISION NO. 6
KUNA, IDAHO

STREET AND STORM DRAIN DETAILS

PROJECT NO.	19-0907-PAG
DWG FILE	C.600
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	10/07/19
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.600
SHEET 7 OF 9



DOUBLE WATER METER
BRANCH FITTING AND LOCATION
-NTS-

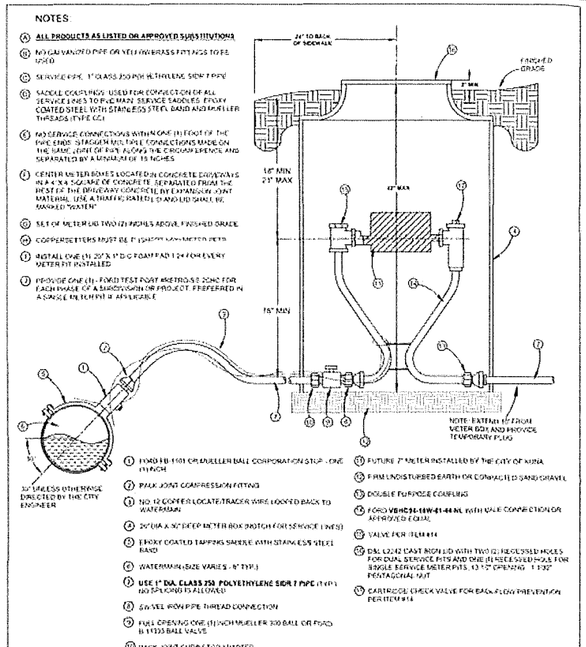
1. 20" DIAMETER by 30" TALL METER BOX (NOTCH FOR SERVICES)
2. 1" CLASS 250 POLYETHYLENE SERVICE SIDE 7 PIPE
3. 1" BRANCH FITTING (ACCEPTABLE TO ITEM 4)
4. COPPER METER SETTER WITH LOCKABLE SHUT OFF VALVE AND ANGLE DUAL CARTRIDGE CHECK VALVE PAST WASHER FOR APPROPRIATE SERVICE SIZE
5. WATER METER (3" METER TYP.) FURNISHED BY CITY OF KUNA
6. NO. 12 TRACER WIRE LOOPED TO WATERMAIN
7. 2"x 1" REDUCING BOLT BY METER BASE
8. FULL OPENING BALL VALVE BASED ON SERVICE SIZE
9. STAMPED "W" IN FRONT OF WATER METER PIT

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

WATER SERVICE CONNECTION
WATER METER & PIT LAYOUT
KUNA WATER DETAIL K402

NOTES:

A. ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
B. NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED
C. SERVICE PIPE: 1" CLASS 250 POLYETHYLENE SIDR 7 PIPE
D. SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS (TYPE CC)
E. NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE END. STRAIGHT MUELLA CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CROWN (SPENCE AND SEPARATED BY A MINIMUM OF 15 INCHES
F. CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4' X 4' SQUARE OF CONCRETE SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL (USE A THAT IS RATED TO AND LID SHALL BE MARKED "WATER"
G. SET OF METER LID TWO (2) INCHES ABOVE FINISHED GRADE
H. COPPER FITTERS MUST BE FLARE CONNECTION JOINTS
I. INSTALL ONE (1) 20" X 1" D.C. FOAM PAD 1124 FOR EVERY METER IT INSTALLED
J. PROVIDE ONE (1) - FOOD TEST POST WHERE DOG ZONE FOR EACH PHASE OF A SUBDIVISION OR PROJECT. PREFERRED IN A SINGLE METER PIT IF APPLICABLE



1. FORD FB 1101 OR MUELLER BALL CORPORATION STOP - ONE (1) INCH
2. BRASS JOINT COMPRESSION FITTING
3. NO 12 COPPER LOCATE/TRACER WIRE LOOPED BACK TO WATERMAIN
4. 20" DIA X 30" DEEP METER BOX (NOTCH FOR SERVICE LINES)
5. EPOXY COATED TAPPING SADDLE WITH STAINLESS STEEL BAND
6. WATERMAIN (SIZE VARIES - 8" TYP.)
7. **USE 1" DIA. CLASS 250 POLYETHYLENE SIDR 7 PIPE** (1-1/4") NO SPLICING IS ALLOWED
8. SWIVEL IRON PIPE THREAD CONNECTION
9. FULL OPENING ONE (1) INCH MUELLER 300 BALL OR FORD B 11333 BALL VALVE
10. PACK JOINT CURB STOP ADAPTER
11. FUTURE 2" METER INSTALLED BY THE CITY OF KUNA
12. FIRM UNDISTURBED EARTH OR COMPACTED SAND/GRAVEL
13. DOUBLE PURPOSE COUPLING
14. FORD **VBH43-11W-41-44 NL** WITH VALVE CONNECTION OR APPROVED EQUAL
15. VALVE PER ITEM #14
16. DAL U242 CAST IRON LID WITH TWO (2) REGLOSSED HOLES FOR DUAL SERVICE PITS AND ONE (1) KEELSHED HOLE FOR SINGLE SERVICE METER PITS. 13 1/2" OPENING - 1 3/32" PENTAGONAL NUT
17. CARTRIDGE CHECK VALVE FOR BACK FLOW PREVENTION PER ITEM #14

v 10/2/12

August 9th, 2011

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

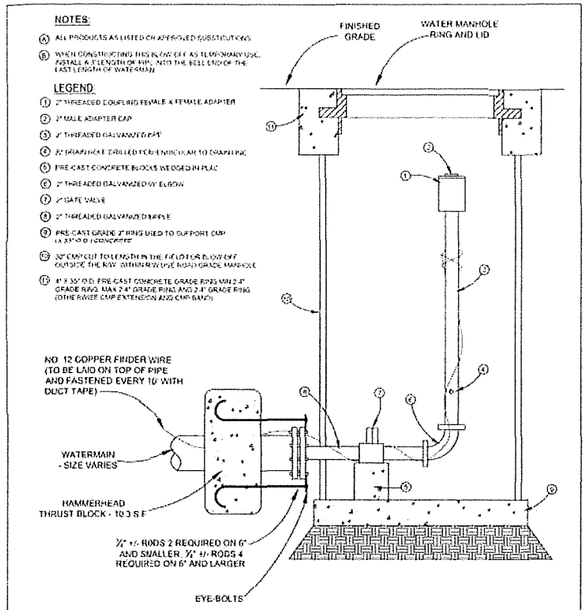
WATER SERVICE CONNECTION
STANDARD 1" WATER SERVICE
KUNA STD DWG K401-1

NOTES:

A. ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
B. WHEN CONSTRUCTING THIS ASSEMBLY AS TEMPORARY USE, INSTALL A 6" LENGTH OF PIPE, NOTH THE BELL END OF THE LAST LENGTH OF WATERMAIN)

LEGEND:

1. 2" THREADED COUPLING FEMALE X FEMALE ADAPTER
2. 2" MALE ADAPTER CAP
3. 2" THREADED GALVANIZED PIPE
4. 2" GRAVEL/CABLE TIED TO RETAINER LUG TO DRAIN PIPE
5. PRE-CAST CONCRETE BLOCKS (IN PLACE)
6. 2" THREADED GALVANIZED 90° ELBOW
7. 2" GATE VALVE
8. 2" THREADED GALVANIZED NIPPLE
9. PRE-CAST GRADE 2" RING USED TO SUPPORT CUP (4 3/4" O.D. X 2" HEIGHT)
10. 30" CAP-LOT TO LENGTH IN THE FIELD OR BLOW OFF OUTSIDE THE R/W (WITHIN R/W USE ROAD GRADE MANHOLE
11. 8' X 30" O.D. PRE-CAST CONCRETE GRADE RINGS MIN 2-4" GRADE RING MIN 2-4" GRADE RING AND 2-4" GRADE RING (OTHER RINGS CAN EXTENSION AND CAP BACK)



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

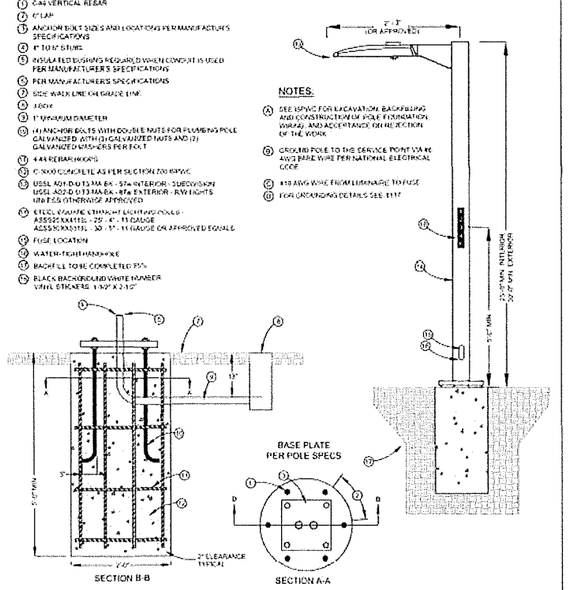
v 12/11/2019

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

2" BLOW-OFF ASSEMBLY DETAIL
TO BE USED ON MAINS <12" DIA.
KUNA STD DWG K-405

LEGEND:

1. (14) VERTICAL REBAR
2. 4" TIE
3. ANCHOR BOLT SIZES AND LOCATIONS PER MANUFACTURES SPECIFICATIONS
4. 4" TO 10" STUBS
5. INSULATED BUSHINGS REQUIRED WHEN CONDUIT IS USED PER MANUFACTURER'S SPECIFICATIONS
6. PER MANUFACTURER'S SPECIFICATIONS
7. SIDE WALK LINE OR GRADE LINE
8. 3 BOLT
9. 1" MINIMUM DIAMETER
10. (4) ANCHOR BOLTS WITH DOUBLE NUTS FOR PLUMBING POLE GALVANIZED WITH (3) GALVANIZED NUTS AND (1) GALVANIZED WASHERS PER POLE
11. 4 #4 REBAR HOOPS
12. 6" SAND CONCRETE AS PER SECTION FOR BASE
13. USSL ADY-D-13 MA-BA - 57a INTERIOR - SUBDIVISION USSL ADD-D-113 MA-BA - 87a EXTERIOR - R/W LIGHTS UNLESS OTHERWISE APPROVED
14. STEEL COMPOSITE STRAIGHT LIGHT MAST POLE 9 - ASSS20XX411SL - 25' - 4" - 11 GAUGE ASSS30XX511SL - 30' - 5" - 11 GAUGE (OR APPROVED EQUALS
15. FUSE LOCATION
16. WATER-TIGHT HANDHOLE
17. BACKFILL TO BE COMPACTED 95%
18. BLACK BACKGROUND WHITE NUMBER VINYL STICKERS 1 1/2" X 2 1/2"



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

v 10/3/19

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

STANDARD METAL STREET LIGHT DETAIL
KUNA STD DWG KSD-1116

When sealed and signed plans are approved for construction, the design engineer's professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: _____
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 12/20/19

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-4181
www.civil-innovations.com

PROFESSIONAL ENGINEER REGISTERED 10062 STATE OF IDAHO BENJAMIN P. THOMAS 10/10/19

THESE DRAWINGS, OR ANY PORTION OR EXTENSION THEREOF, SHALL NOT BE USED OR REPRODUCED ON ANY PROJECT WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

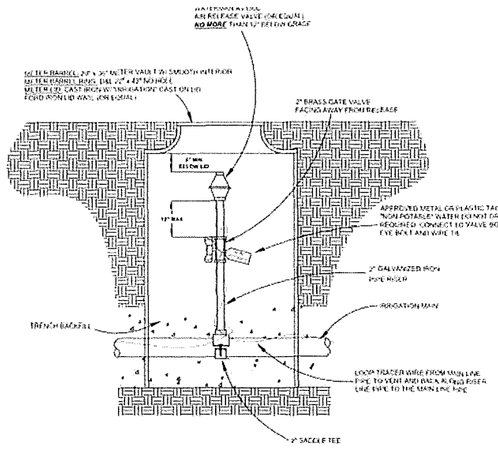
PATAGONIA SUBDIVISION NO. 6
KUNA, IDAHO

WATER AND STREET LIGHT DETAILS

PROJECT NO.	19-0607-PA6
DWG FILE	C.601
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	10/07/19
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.601
SHEET 8 OF 9

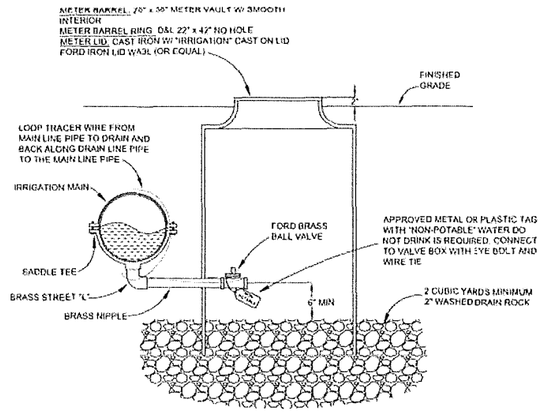
D:\Civil Innovations Projects\2019\19-0607-PA6 Patagonia 6\200 - Construction Drawings\205 - Construction\19-0607-PA6 C.600 (Details)-W_SIGNATURES.dwg



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

PRESSURIZED IRRIGATION
AIR RELEASE VALVE
KUNA STD DWG K-905



NOTES:

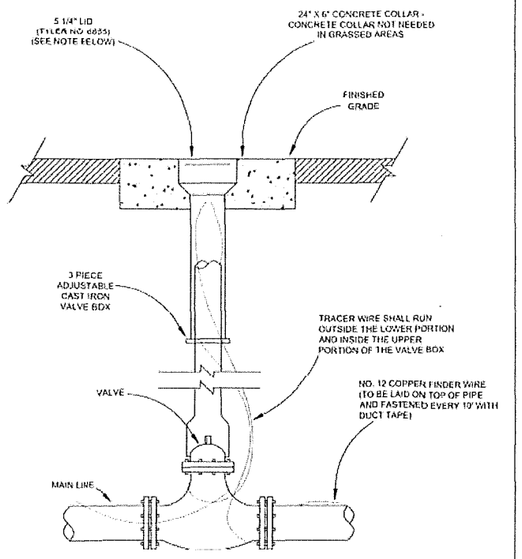
INSTALL MAIN LINE DRAINS AS REQUIRED AT ALL LOW POINTS TO PROVIDE COMPLETED DRAINAGE WINTER SHUT DOWN OF IRRIGATION SYSTEM

DRAIN PIPE AND FITTING SIZES SHALL USE BEST MANAGEMENT PRACTICES (BMP). PREFERRED SIZES INCLUDE 1-1/2" AND 2" DRAINS.

*****ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS*****

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

PRESSURIZED IRRIGATION
DRAIN VALVE
KUNA STD DWG K-903

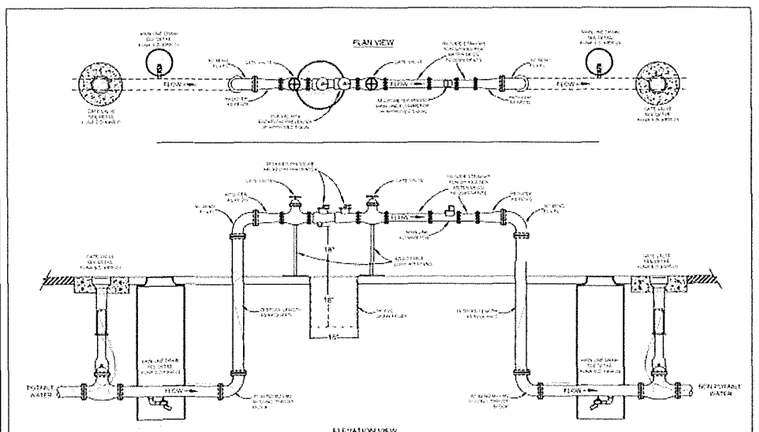


ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

v.13.03.14

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

PRESSURIZED IRRIGATION
MAIN LINE VALVE
KUNA STD DWG K-406



v.18.03.14

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

PRESSURIZED IRRIGATION
BACKFLOW WATER SYSTEM CONNECTION
KUNA STD DWG K-904

Where sewer and irrigation plans are approved for construction, The design engineer's professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: _____
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 12 OCT 2020

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civil-innovations.com

PROFESSIONAL ENGINEER
REGISTERED
10062
10/07/19
STATE OF IDAHO
BENJAMIN P. THOMAS

THESE DRAWINGS, OR ANY PORTION OR EXTENSION THEREOF, SHALL NOT BE USED OR REPRODUCED ON ANY PROJECT WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

PATAGONIA SUBDIVISION NO. 6
KUNA, IDAHO

PRESSURE IRRIGATION DETAILS

PROJECT NO.	19-0007-PA6
DWG FILE	C.602
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	10/07/19
HORZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

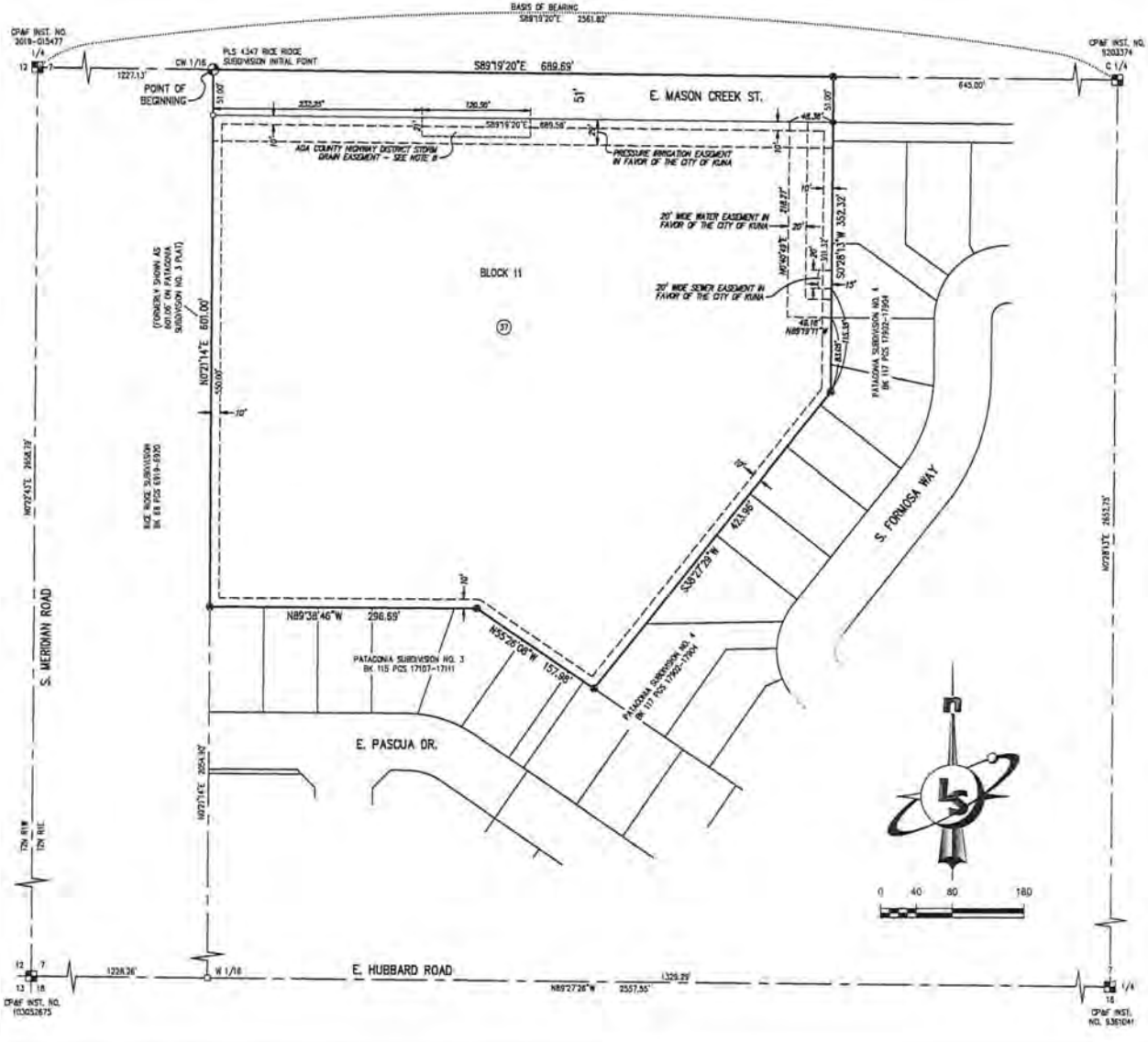
C.602
SHEET 9 OF 9

received
3-12-20

PATAGONIA SUBDIVISION NO. 6

LOCATED IN THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 7,
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN,
CITY OF KUNA, ADA COUNTY, IDAHO
2020

BOOK ____ , PAGE ____



LEGEND

- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- FOUND 1/2" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- FOUND 5/8" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- CALCULATED POINT
- SECTION LINE
- EASEMENT LINE AS SHOWN
- ACHD STORM WATER DRAINAGE EASEMENT LINE, SEE NOTE 8
- SURVEY TIE LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- (18) LOT NUMBER

NOTES

1- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2- UNLESS OTHERWISE SHOWN AND DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE TEN (10) FEET ADJACENT TO THE SUBDIVISION BOUNDARY.

3- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

4- THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. ____-____.

5- REFERENCE RECORD OF SURVEY NUMBERS 5995, 7589, AND 9940 FOR ADDITIONAL BOUNDARY INFORMATION.

6- 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.

7- THIS DEVELOPMENT RECOGNIZES IDAHO CODE 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 CONDITION IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT WAS BEGUN OR CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.

8- A PORTION OF LOT 37 BLOCK 11 AS SHOWN HEREON IS SERVIENT TO AND CONTAINS THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS 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.

9- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH KUNA CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.

10- PRESSURE IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH NEW YORK IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA, SUBJECT TO ORDINANCE ____, ANNEXING PATAGONIA SUBDIVISION NO. 6 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPERTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. ____, RECORDS OF ADA COUNTY, IDAHO.

11- 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 PATAGONIA SUBDIVISION.

SURVEY NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF PATAGONIA SUBDIVISION NO. 3, PATAGONIA SUBDIVISION NO. 4, RICE RIDGE SUBDIVISION, INFORMATION FROM RECORD OF SURVEY NUMBERS 5995 AND 9940, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CLINTON W. HANSEN 3/31/12

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 19-60

SHEET 1 OF 3

PATAGONIA SUBDIVISION NO. 6

BOOK ____ , PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PATAGONIA SUBDIVISION NO. 6;

A PARCEL LOCATED IN THE NE ¼ OF THE SW ¼ OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF THE SW ¼ OF SAID SECTION 7, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF THE SW ¼ OF SAID SECTION 7 BEARS S 89°19'20" E A DISTANCE OF 2561.82 FEET;

THENCE S 89°19'20" E ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ A DISTANCE OF 1227.13 FEET TO A BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF THE NE ¼ OF SAID SW ¼; ALSO BEING THE INITIAL POINT OF RICE RIDGE SUBDIVISION, AS SHOWN IN BOOK 68 OF PLATS ON PAGES 6919 THRU 6920, RECORDS OF ADA COUNTY, IDAHO, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S 89°19'20" E A DISTANCE OF 689.69 FEET TO A 5/8 INCH DIAMETER REBAR MARKING THE NORTHWESTERLY CORNER OF PATAGONIA SUBDIVISION NO. 4, AS SHOWN IN BOOK 117 OF PLATS ON PAGES 17902 THRU 17904, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PATAGONIA SUBDIVISION NO. 4 THE FOLLOWING COURSES AND DISTANCES:

THENCE S 0°28'13" W A DISTANCE OF 352.32 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE S 38°27'29" W A DISTANCE OF 423.96 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE N 55°26'08" W ALONG SAID WESTERLY BOUNDARY, AND ALONG THE NORTHERLY BOUNDARY OF PATAGONIA SUBDIVISION NO. 3, AS SHOWN IN BOOK 115 OF PLATS ON PAGES 17107 THRU 17111, RECORDS OF ADA COUNTY, IDAHO, A DISTANCE OF 157.98 FEET TO A 5/8 INCH DIAMETER REBAR;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY N 89°38'46" W A DISTANCE OF 296.69 FEET TO A 5/8 INCH DIAMETER REBAR MARKING THE NORTHWESTERLY CORNER OF SAID PATAGONIA SUBDIVISION NO. 3, SAID POINT BEING ON THE EASTERLY BOUNDARY OF SAID RICE RIDGE SUBDIVISION AND THE WESTERLY BOUNDARY OF SAID NE ¼ OF THE SW ¼;

THENCE ALONG SAID BOUNDARY N 0°21'14" E A DISTANCE OF 601.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 9.14 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA. THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS ____ DAY OF _____ , 20___.

_____
BY: GREGORY B. JOHNSON

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS ____ DAY OF _____ , 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED GREGORY B. JOHNSON, KNOWN OR IDENTIFIED TO ME BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

MY COMMISSION EXPIRES _____

RESIDING AT _____

_____
NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11/19/20 STATE OF IDAHO CLINTON W. HANSEN

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 19-80

PATAGONIA SUBDIVISION NO. 6

BOOK ____ , PAGE _____

HEALTH CERTIFICATE

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

DISTRICT HEALTH DEPARTMENT, EHS DATE

APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 20___, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK OF KUNA CITY, IDAHO

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF THE CITY OF KUNA HAVE BEEN SATISFIED.

CITY ENGINEER ~ KUNA, IDAHO

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ___ DAY OF _____, 20___.

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

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

DATE: _____ _____
COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
COUNTY OF ADA }

INSTRUMENT NO. _____

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C., AT ____ MINUTES PAST ___ O'CLOCK __ .M. ON THIS ___ DAY OF _____, 20___, IN BOOK ___ OF PLATS AT PAGES _____.

DEPUTY EX-OFFICIO RECORDER

FEE: _____

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR
REGISTERED
11118
STATE OF IDAHO
CLINTON W. HANSEN

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 19-43

received
3.12.20

City of Kuna

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

Council Findings of Fact, Conclusions of Law

To:	**City Council**
Case Number(s):	**14-05-AN** (Annexation) **14-04-DA** (Develop Agreement –VOIDED) and **14-03-S** (Preliminary Plat) ***Patagonia Subdivision***
Location:	North side of Hubbard Road, ½ mile east of Meridian Road Kuna, Idaho 83634
Planner:	Troy Behunin, Senior Planner
Hearing Date: **Findings of Fact:**	December 2, 2014 **December 16, 2014**
Applicant:	**Westpark Company Inc.,** *Taylor Merrill* P.O Box 344 Meridian, ID, 83680 208.870.3432 Taylor@westparkco.com
Engineer:	**Civil-Innovations** – *Ben Thomas* P.O. Box 170811 Boise, ID 83717 208.884.8181 Ben@civil-innovations.com

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A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states annexation, zone changes, subdivisions and development agreements are designated as public hearings, with the City Council as the decision making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. **Notifications**

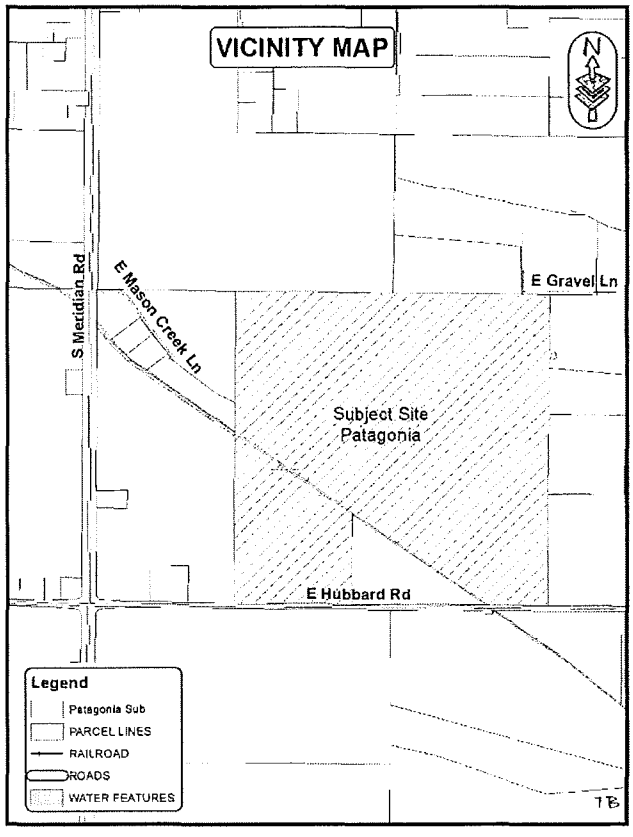
i.	Neighborhood Meeting	January 29, 2014
ii.	Agencies	August 19, 2014
iii.	300' Property Owners	September 19, 2014
iv.	Kuna, Melba Newspaper	November 12, 2014
v.	Site Posted	November 22, 2014

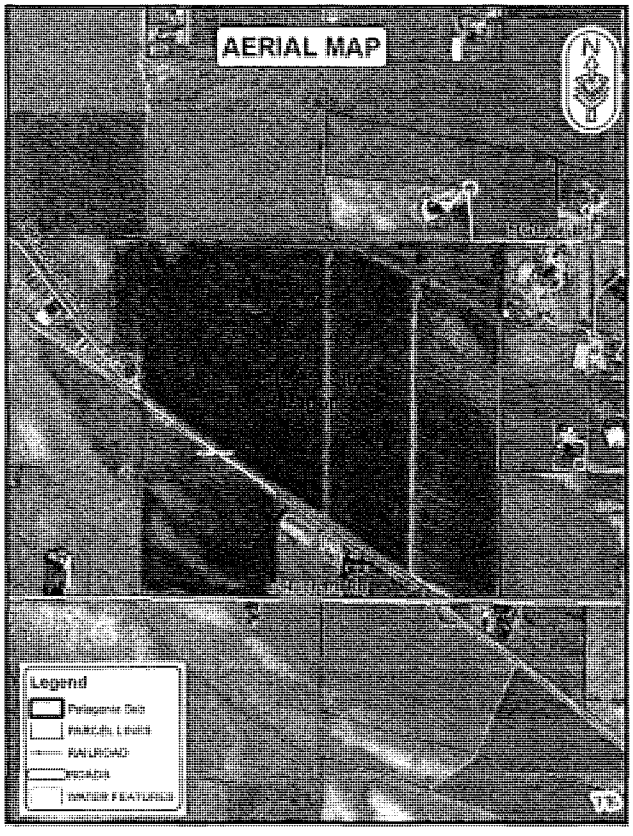
B. Applicants Request:

1. **Request:**

Applicant requests approval to annex approximately 150.35 acres into the City limits in order to create a 470 lot residential subdivision (Patagonia). The applicant also proposes to develop 18 additional lots into common lots for the use and enjoyment of residents. These lots will make up 11.95% of the site, or 17.96 acres. One common lot will be developed with a park sufficient in size for sports fields while another common lot will be developed into a swimming pool facility. Two other (separate) lots will house tot-lots for children. An HOA will be established for the care and maintenance of the common lots. The applicant seeks an R-6 (Medium Density Residential) zone for the subdivision as a whole. Applicant is proposing seven (7) phases of development which will be driven by the consumer market. The applicant is aware a development agreement will be recorded to guide all future development for the project.

C. Vicinity and Aerial Maps:





D. History: The subject parcel is in Ada County, zoned RR (Rural Residential), and it is adjacent to Kuna City limits. This parcel has historically been farmed. The *Mason Creek Feeder* splits the property in the southwest corner.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use General, with a Public Designation nearby. Staff views this land use request to be consistent with the approved FLU map.

2. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	A, R-2, RR	Agricultural Low Den. Resident; Kuna City AND Rural Residential – Ada County

3. **Parcel Sizes, Current Zoning, Parcel Numbers:**
   - Approx. 150.35 total acres
   - RR, Rural Residential
   - Parcel # - S1407347110

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

5. **Existing Structures, Vegetation and Natural Features:** Currently the land is being used for agricultural purposes and it is anticipated it will continue its historic uses on the remaining lands until development occurs. This site's topography is generally flat.

6. **Transportation / Connectivity:** The applicant proposes two access points on Hubbard Road and one on the north side of the project, for Mason Creek Road.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts.

8. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Ada County Highway District (ACHD), Central District Health Department, the Idaho Transportation Department (ITD), Kuna Fire District, Boise-Kuna Irrigation District and Boise Project Board of Control. The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; Kuna Police Department, Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation, or the US Post Office.

F. Staff Analysis:

This site is located near the northeast corner (NEC) of Meridian & Hubbard Roads. The applicant proposes to annex 150.35 acres into the City and create a 470 buildable lot subdivision. The applicant is proposing 17.96 acres (11.95 % of the project – not including park-strips) of common space for the use and of residents to be owned and maintained by an HOA. This project will include a large centralized park, two tot-lots and a swimming pool and a pool house. Applicant also proposes a pathway on the north side of Mason Creek

Feeder including an accompanying ten foot path. Separated sidewalks throughout the project encourage a pedestrian friendly environment.

Public services will be extended to the property from the existing facilities west of the project. This project anticipates a new pressure irrigation pump to serve this property and others in the area as it could be extended in the future.

The applicant is proposing a 23 foot increase in the rights-of-way (ROW) along the north side of their Hubbard Road frontage. The existing ROW is 50 feet, total width, or 25 feet each side of centerline. This additional 23 feet would provide 48 total feet on the north side of centerline for Hubbard Road. In theory, 48 feet on each side of Hubbard Road Centerline would provide 96 total feet of ROW for Hubbard Road. Kuna City Code 6-3-4 (Road Widths) calls for 97 total feet of ROW for Hubbard.

The applicant is not proposing sidewalks along their Hubbard Road frontage which are required along all classified roads in Kuna at a minimum width of at least eight feet.

The Applicant is proposing a mid-mile collector through the project at 70 feet, Kuna's Functional Classified Road Map calls for 74 feet. The Applicant has worked with the Planning Department and ACHD for the best solution and while it does not meet the true mid-mile alignment, Planning and Zoning and ACHD believe it meets the spirit and intent of the mid-mile requirement.

Staff will rely on the Planning and Zoning Commission and City Council for a determination relating to any ROW width deficiencies for this project.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No.'s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, subject to the recommended conditions of approval.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230, 546 and 570,
2. City of Kuna Subdivision Ordinance No. 2012-18, Title 5 Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. City of Kuna Landscape Regulations, Title 5, Chapter 17, Section 1 thru 26,
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The Kuna City Council accepts the Comprehensive Plan components as described below.

1. The proposed applications for this site are consistent with the following Comprehensive Plan components:

GOALS AND POLICY – *Property Rights*

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

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criterion established to determine the potential for property taking.

GOALS AND POLICY – *Economic Development*

Goal 1: Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community.

Policy 1.3: The City will develop a policy to provide incentives and/or assistance in order to competitively attract firms.

GOALS AND POLICY – *Land Use*

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

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

Policy 2.3: Retail and residential land uses should be appropriately mixed and balanced with professional offices and service facilities to provide residents with a broader mix of services within walking distance from their homes.

I. Findings of Fact:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).
2. The use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a subdivision.
4. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The annexation application is not likely to cause adverse public health problems.
6. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
7. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
8. The Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
9. Based on the evidence contained in Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
10. The City Council has the authority to approve or deny these applications.
11. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Conclusions of Law:

1. Based on the evidence contained in Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, the Kuna City Council finds Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, comply with Kuna City Code.
2. Based on the evidence contained in Case No's 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC., the Kuna City Council finds Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, are consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

K. Recommendation by the Planning and Zoning Commission:

On October 28, 2014, the Planning and Zoning Commission voted 4-0, to recommend approval for Case No. 14-05-AN, 14-04-DA and 14-03-Sub based on the facts outlined in staff's report and the public testimony at the public hearing. The Planning and Zoning Commission of Kuna, Idaho, hereby recommends approval of Case No.s 14-05-AN, 14-04-DA and 14-03-Sub, annexation, development agreement and preliminary plat, with the following conditions of approval to City Council:

- Follow all Staff recommended conditions of approval and any additional Kuna Rural Fire District requirements,
- Sidewalk will be placed throughout project according to City standards,
- Provide Rights-of-Way in sufficient width for the project at City and ACHD standards.

L. Order of Decision by the City Council:

14-05-AN, 14-04-DA and 14-03-Sub, *Note: This proposed motion is to approve, conditionally approve, or deny this request.. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

On December 2, 2014, the Council voted 4-0 approving Case No. 14-05-AN and 14-03-SUB, based on the facts outlined in staff's report and the public testimony at the public hearing. The City Council of Kuna, Idaho, hereby approves Case No.s 14-05-AN and 14-03-Sub, annexation and preliminary plat, with the following conditions of approval:

Conditions of Approval:

- Approve the request with the listed conditions of approval within the staff report, engineers report and staffs recommended conditions of approval – *including, removing the need for a Development Agreement for this project.*

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    a. The City Engineer shall approve the sewer hook-ups.
    b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    d. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
    e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.

2.1– With future development and as necessary, dedicate right-of-way in sufficient amounts to follow Kuna City and ACHD standards and widths.

3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Street lighting shall be LED lights and meet the approval of the City.
6. Parking within the site shall comply with Kuna City Code, unless specifically approved otherwise.
7. Fencing within and around the site shall comply with Kuna City Code unless specifically approved otherwise).
8. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Council, or seek amending them through public hearing processes.
12. The applicant's proposed preliminary plat (dated 11.01.13) and landscape plan (dated 2.21.2014) shall be considered a binding site plans, or as modified and approved.
13. Applicant shall follow all staff, city engineer and other agency recommended requirements as applicable.
14. Developer shall comply with all local, state and federal laws.

DATED: This 16th day of December, 2014.

W. Greg Nelson, Mayor
Kuna City

ATTEST:

Brenda Bingham
Kuna City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

received
3·12·20

Legal Description
Patagonia Subdivision No. 6

A parcel located in the NE ¼ of the SW ¼ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the northeast corner of the SW ¼ of said Section 7 bears S 89°19'20" E a distance of 2561.82 feet;

Thence S 89°19'20" E along the northerly boundary of said SW ¼ a distance of 1227.13 feet to a Brass cap monument marking the northwest corner of the NE ¼ of said SW ¼; also being the Initial Point of Rice Ridge Subdivision, as shown in Book 68 of Plats on Pages 6919 thru 6920, records of Ada County, Idaho, and the **POINT OF BEGINNING**;

Thence continuing along said northerly boundary S 89°19'20" E a distance of 689.69 feet to a 5/8 inch diameter rebar marking the northwesterly corner of Patagonia Subdivision No. 4, as shown in Book 117 of Plats on Pages 17902 thru 17904, records of Ada County, Idaho;

Thence along the westerly boundary of said Patagonia Subdivision No. 4 the following courses and distances:

Thence S 0°28'13" W a distance of 352.32 feet to a 5/8 inch diameter rebar;

Thence S 38°27'29" W a distance of 423.96 feet to a 5/8 inch diameter rebar;

Thence N 55°26'08" W along said westerly boundary, and along the northerly boundary of Patagonia Subdivision No. 3, as shown in Book 115 of Plats on Pages 17107 thru 17111, records of Ada County, Idaho, a distance of 157.98 feet to a 5/8 inch diameter rebar;

Thence continuing along said northerly boundary N 89°38'46" W a distance of 296.69 feet to a 5/8 inch diameter rebar marking the northwesterly corner of said Patagonia Subdivision No. 3, said point being on the easterly boundary of said Rice Ridge Subdivision and the westerly boundary of said NE ¼ of the SW ¼;

Thence along said boundary N 0°21'14" E a distance of 601.00 feet to the **POINT OF BEGINNING.**

This parcel contains 9.14 acres.

PROFESSIONAL LAND SURVEYOR
REGISTERED
11118
STATE OF IDAHO
03/11/20
CLINTON W. HANSEN

Clinton W. Hansen, PLS
Land Solutions, PC
March 11, 2020

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
)
County of Ada)

I, GREG JOHNSON **,** PO Box 344
Name **Address**

MERIDIAN **,** ID 83680
City **State** **Zip Code**

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to KENT BROWN (Name) 3161 E SPRINGWOOD DR MERIDIAN ID 83642 (Address) to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s),

Dated this 11th day of March, 20 20

Greg Johnson
Signature

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

Debbie A Taylor
Notary Public for Idaho

Residing at: Kuna, ID

My commission expires: 11/30/2023

DEBBIE A TAYLOR NOTARY PUBLIC Comm No. 58428 STATE OF IDAHO

KENT BROWN
PLANNING SERVICES

received
3·12·20

March 11, 2020

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

RE: Patagonia Subdivision No. 6 Final Plat Application

Gentlemen:

On behalf of Greg Johnson, we are requesting approval of the Final Plat application for the Patagonia Subdivision No. 6. The site is located at northside of Hubbard Road between Meridian Road and Locust Grove Road. The site is 9.14 acres in size, and is currently vacant.

Patagonia Subdivision No. 6 has one park lot. The final plat complies too all the preliminary plat requirements. The propose construction design complies with to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Patagonia No. 6 feel free to contact me.

Sincerely,

Kent Brown
Planner

March 11, 2020

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

RE: Patagonia Subdivision No. 6 Annexation into KMID

Dear City Engineer:

I am submitting a request to annex the property hereafter known as Patagonia Subdivision No 5 into the Kuna Municipal Irrigation District (KMID). The property is generally located northside of E Hubbard Road and between Meridian Road and Locust Grove Road. The annexation is approximately 9.14 acres as shown on the attached Exhibit A.
My understanding this will pool the water rights of Ada County tax parcel S1407314970 & S1407314980, 9.14 acres more or less for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Patagonia Subdivision No 6 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,

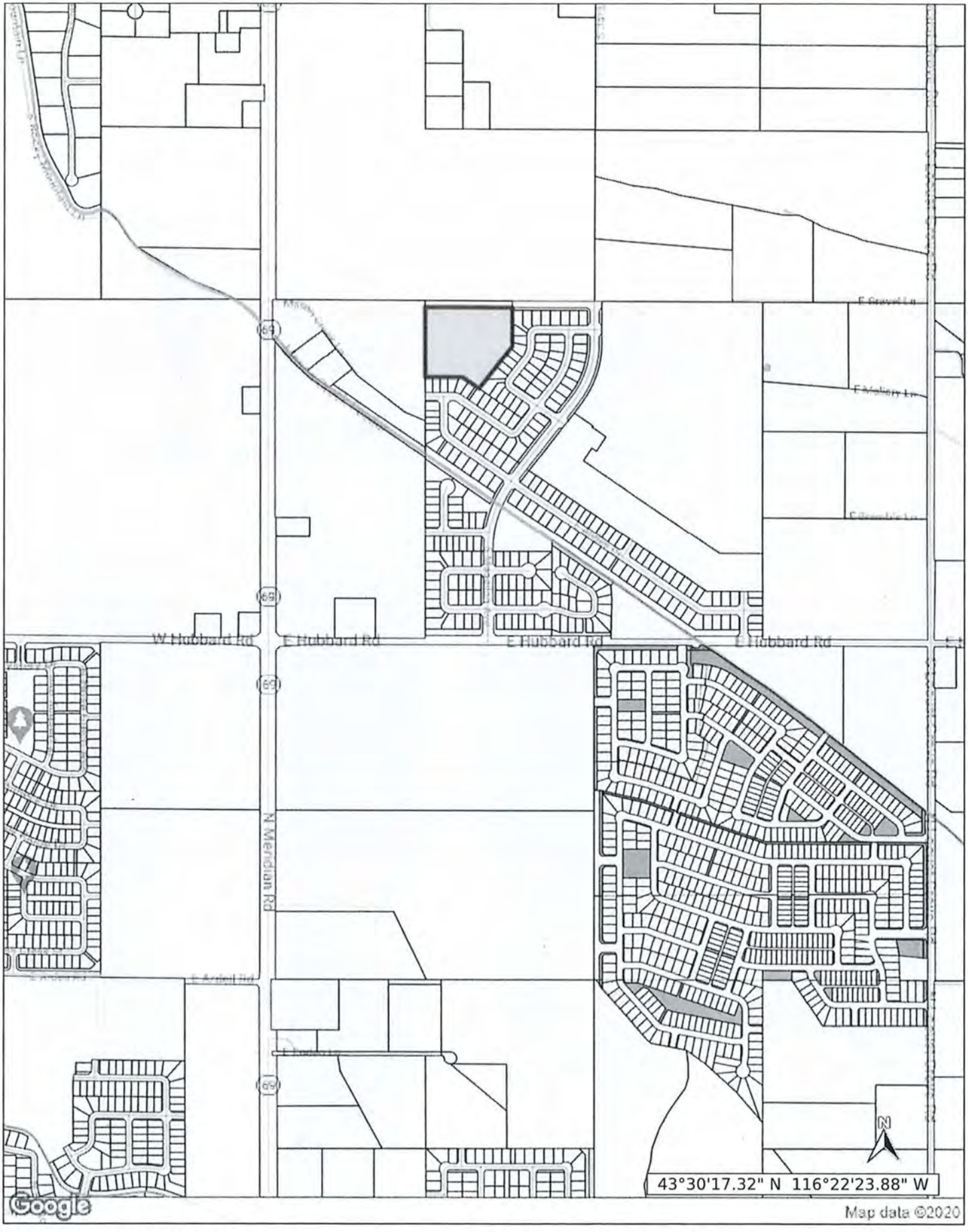
Greg Johnson
Patagonia Development LLC

Project: Patagonia Subdivision No 6
Contract: KENT BROWN
Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642
Phone: 208-871-6842
Email: kentlkb@gmail.com

landproDATA

PATAGONIA NO 6
VICINITY MAP

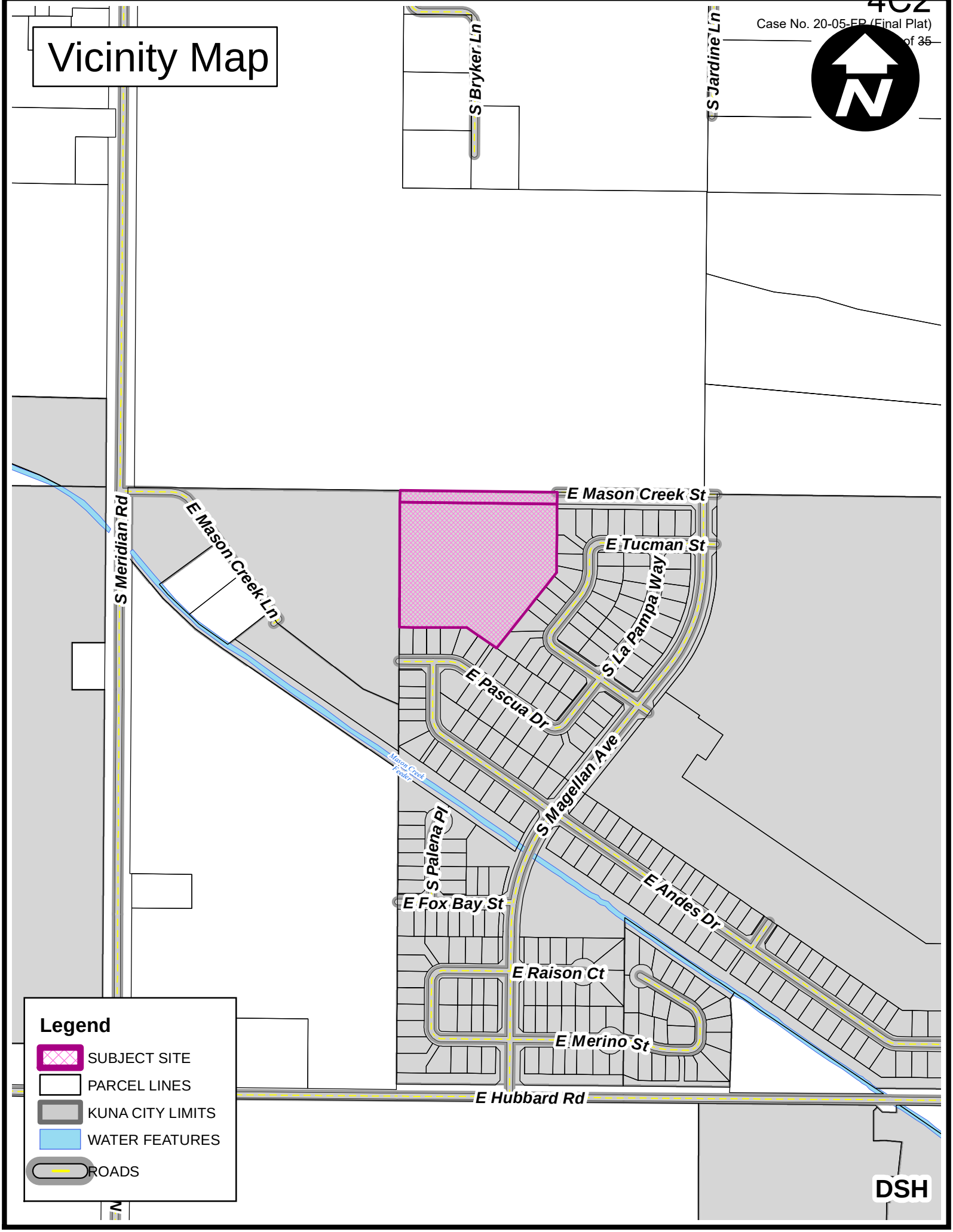
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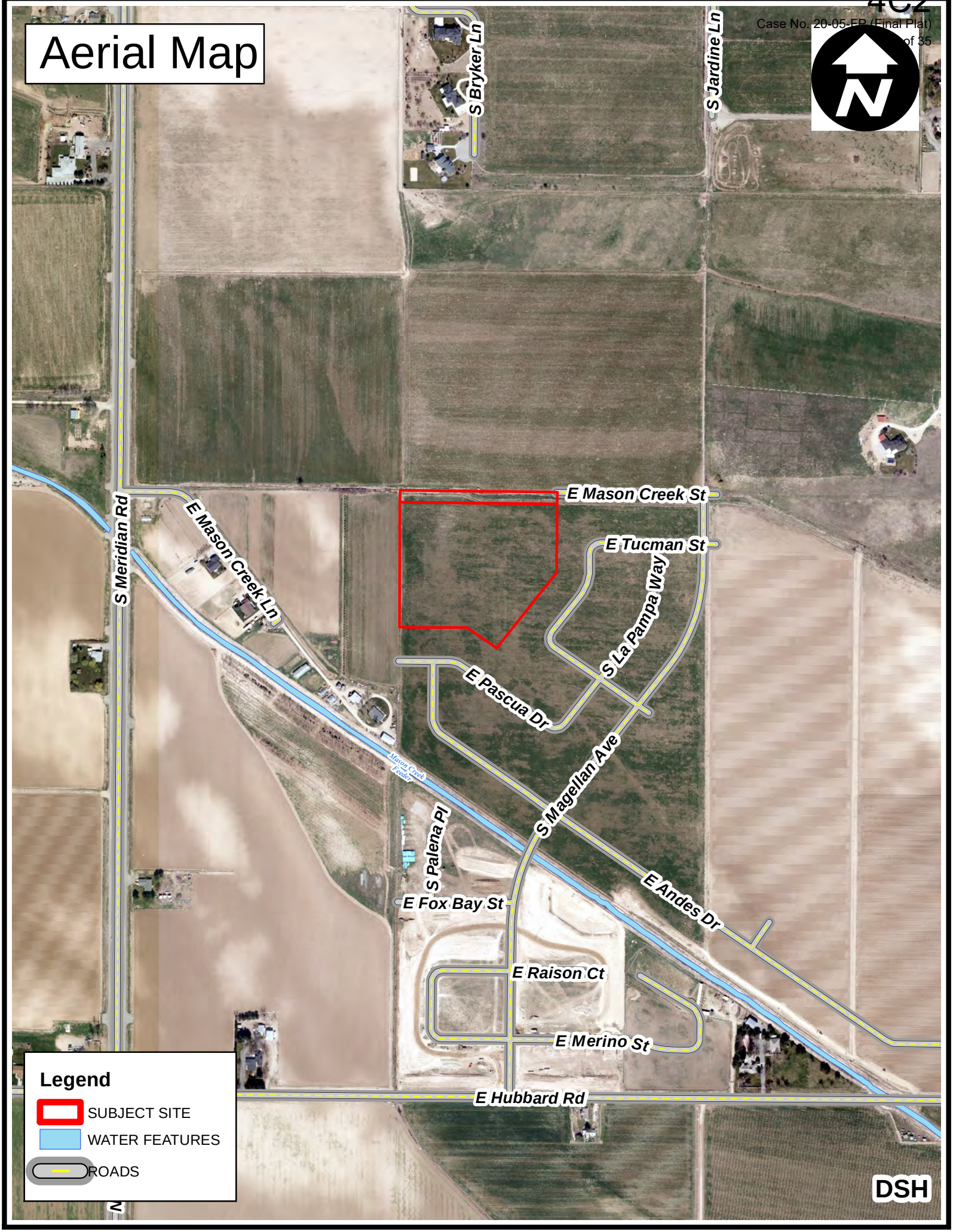
Mar 05, 2020 - landproDATA.com
Scale: 1 inch approx 1000 feet

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

Vicinity Map



Aerial Map


S Bryker Ln
S Jardine Ln
E Mason Creek St
E Tucman St
S La Pampa Way
S Meridian Rd
E Mason Creek Ln
E Pascua Dr
Mason Creek Feeder
S Magellan Ave
S Palena Pl
E Andes Dr
E Fox Bay St
E Raison Ct
E Merino St
E Hubbard Rd
Legend
SUBJECT SITE
WATER FEATURES
ROADS
DSH

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

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

FINAL PLAT MEMORANDUM

Date: **10 March 2020**

From: **Paul A. Stevens, P.E.**

To: **Wendy Howell, Planning and Zoning Director**

RE: **Patagonia Subdivision No. 6, 20-05-FP**

The Patagonia Subdivision No. 6, 20-05-FP Final Plat request dated 3 March 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 9.14 Acres containing one (1) common lot for use as a City park. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Recommendation: proceed with this Final Plat consistent with the enclosed review. Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

a) The applicant provided a legal description, cover letter, and supporting documents.

2) General

a) Patagonia Subdivision No. 6 20-05-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) Provide engineering certification on all final engineering drawings/Record Drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

a) This project is being constructed. The responsible engineer of record will provide Record Drawings upon completion.
b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water Connection & Fees

a) This project is in agreement with the Sewer, and Water master plans.

5) Pressurized Irrigation

a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

a) A grading and drainage plan has been provided as part of the Construction Drawings.
b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

a) Comments may result from the final construction review.
   (1) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.

CENTRAL DISTRICT HEALTH DEPARTMENT

CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:
- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☐ Meridian
- ☒ Kuna
- ☐ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 20-05-FP

Patagonia Le

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- ☐ high seasonal ground water
- ☐ bedrock from original grade
- ☐ waste flow characteristics
- ☐ other _____

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☒ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
- ☒ central sewage
- ☐ interim sewage
- ☐ individual sewage
- ☐ community sewage system
- ☒ central water
- ☐ individual water
- ☐ community water well

☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
- ☒ central sewage
- ☐ sewage dry lines
- ☐ community sewage system
- ☒ central water
- ☐ community water

☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 12. We will require plans be submitted for a plan review for any:
- ☐ food establishment
- ☐ beverage establishment
- ☐ swimming pools or spas
- ☐ grocery store
- ☐ child care center

☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

☐ 14. _____

Reviewed By: Rob Bank

Date: 4/7/2020

CENTRAL DISTRICT HEALTH

Serving Ada, Boise, Elmore and Valley Counties
cdh.idaho.gov

20-0198

March 18, 2020

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

RE: Patagonia Subdivision No. 6

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given March 18, 2020.

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,

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

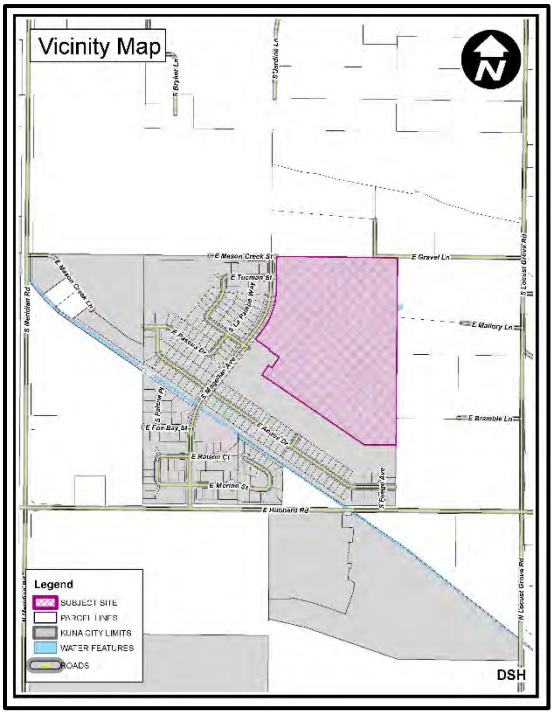
cc: Patagonia Development
Kent Brown
Civil Innovations
City of Kuna

LB:bk

City of Kuna
City Council
Staff 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:	20-06-FP (Final Plat) – Patagonia No. 7
Location:	0 S. Fuego Avenue, Kuna Idaho 83634
Planner:	Doug Hanson, Planner I
Meeting Date:	May 19, 2020
Applicant/ Owner:	Patagonia Development PO Box 344 Meridian, ID 83680 208.888.9946 greg@westparkco.com
Representative:	Kent Brown 3161 E. Springwood Drive Meridian, ID 83642 208.871.6842 kentlkb@gmail.com



A. General Project Facts:

1. Kent Brown is requesting final plat approval for Patagonia No. 7 which has sixty-one (61) residential building lots and nine (9) common lots on a total of approximately 13.51 acres (Ada County Assessor Parcel No. S1407427950).

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Patagonia No. 7.
2. Staff has determined that the proposed final plat for Patagonia No. 7 is in conformance with the approved preliminary plat.

C. Applicable Standards:

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

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council's approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.

received
3.12.20

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)	20-06-FP
Project name	Patagonia No. 7
Date Received	3.12.20
Date Accepted/ Complete	4.3.20
Cross Reference Files	—
Commission Hearing Date	—
City Council Hearing Date	5.19.20

Contact/Applicant Information

Owners of Record: PATAGONIA DEVELOPMENT
Address: PO Box 344
City, State, Zip: MERIDIAN IDAHO 83680
Phone Number: 208-888-9946
E-Mail: GREG@WESTPARKCO.COM
Fax #:

Applicant (Developer): PATAGONIA DEVELOPMENT LLC
Address: PO Box 344
City, State, Zip: MERIDIAN IDAHO 83680
Phone Number: 208-888-9946
E-Mail: GREG@WESTPARKCO.COM
Fax #:

Engineer/Representative: KENT BROWN
Address: 3161 E SPRINGWOOD DR
City, State, Zip: MERIDIAN IDAHO 83642
Phone Number: 208-871-6842
E-Mail: kentlkb@gmail.com
Fax #:

Subject Property Information

Site Address: 0 S. Fuego Ave
Site Location (Cross Streets): NE OF MERIDIAN RD AND HUBBARD ROAD
Parcel Number (s): S1407427950
Section, Township, Range: SEC 7 2N 1E
Property size : 13.51
Current land use: VACANT
Proposed land use: RESIDENTIAL
Current zoning district: R-6
Proposed zoning district: R-6

Project Description

Project / subdivision name: PATAGONIA SUBDIVISION NO 7

General description of proposed project / request: SEE ATTACHED LETTER

Type of use proposed (check all that apply):

- ☑ Residential SINGLE FAMILY RESIDETIAL
- ☐ 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: 61

Number of common and/or other lots: 9

Type of dwellings proposed:

- ☑ Single-Family SINGLE FAMILY
- ☐ Townhouses
- ☐ Duplexes
- ☐ Multi-Family
- ☐ Other

Minimum Square footage of structure (s):

Gross density (DU/acre-total property): 4.5 Net density (DU/acre-excluding roads): 5.2

Percentage of open space provided: Acreage of open space:

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

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

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: Kent Brown Date: 3-16-2020

received
3-12-20

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.

Project name:	**Applicant:**
PATAGONIA SUBDIVISION NO 7	PATAGONIA DEVELOPMENT LLC

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

Applicant (√)	Description	Staff (√)
✓	Completed and signed Commission & Council Review Application.	
✓	All pages of the proposed Final Plat.	
✓	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	
✓	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	
✓	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.	
✓	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.	
✓	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	
✓	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	

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
3-12-20

PATAGONIA SUBDIVISION NO. 7

BOOK ____, PAGE ____

LOCATED IN THE S ½ OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO
2020



LEGEND

- FOUND ALUMINUM CAP MONUMENT
- FOUND 1/2" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- FOUND 5/8" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- CALCULATED POINT
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- ACHD STORM WATER DRAINAGE EASEMENT LINE, SEE NOTE 10.
- 1.00 FOOT WIDE ACHD SIDEWALK EASEMENT LINE PER INSTRUMENT NO. ____
- SURVEY TIE LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- (7) LOT NUMBER

SURVEY NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARY OF PATAGONIA SUBDIVISION NO. 3, ROARK SUBDIVISION, INFORMATION FROM RECORD OF SURVEY NUMBERS 5305, 7589, AND 8948, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

0 50' 100' 200'
1" = 100'

CLINTON W. HANSEN
PLS 11118
PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CLINTON W. HANSEN
05/12/20

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

SHEET 1 OF 4

PATAGONIA SUBDIVISION NO. 7

BOOK ____ , PAGE _____

NOTES

1- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE ON FIVE (5) FEET ADJACENT TO SIDE LOT LINES.

3- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PRESSURE IRRIGATION AND LOT DRAINAGE ON TEN (10) FEET ADJACENT TO REAR LOT LINES AND EXTERIOR SUBDIVISION BOUNDARIES.

4- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

5- THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. _____-_____.

6- 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.

7- THIS DEVELOPMENT RECOGNIZES IDAHO CODE 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 CONDITION IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.

8- 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 PATAGONIA SUBDIVISION.

9- LOT 20 OF BLOCK 9, LOT 15 OF BLOCK 16, LOTS 3 AND 17 OF BLOCK 17, LOT 12 OF BLOCK 18, LOTS 1 AND 10 OF BLOCK 19, AND LOT 1 OF BLOCK 20 ARE SUBJECT TO A BLANKET PUBLIC UTILITY, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT. LOT 1 OF BLOCK 18 IS SUBJECT TO UTILITY, DRAINAGE, AND PRESSURE IRRIGATION EASEMENTS AS SHOWN. SAID LOTS ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION, OR IT'S ASSIGNS. ALL OTHER LOTS IN THIS SUBDIVISION ARE FOR SINGLE FAMILY DWELLINGS. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA. THE PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS. IN THE EVENT PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION FAILS TO PAY ASSESSMENTS, EACH RESIDENTIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.

10- PORTIONS OF LOTS 18, 19, 20, 21 AND 22, BLOCK 16, LOTS 1, 3, 4, 5, 6, 8, 9, 10, AND 11, BLOCK 18, AND LOTS 22, 23, 24, 25, 26, AND 27, BLOCK 9 AS SHOWN HEREON 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.

11- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH KUNA CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.

12- PRESSURE IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH NEW YORK IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA, SUBJECT TO ORDINANCE _____-_____, ANNEXING PATAGONIA SUBDIVISION NO. 7 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. _____-_____, RECORDS OF ADA COUNTY, IDAHO.

13- LOTS 9 AND 10, BLOCK 19 ARE SUBJECT TO AN ACHD TEMPORARY TURN-AROUND EASEMENT RECORDED AS INSTRUMENT NO. _____-_____. NO BUILDING PERMITS WILL BE ISSUED FOR THESE LOTS UNTIL E. RIO CHICO DR. IS EXTENDED AND THE EASEMENT IS VACATED.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	98.25'	100.00'	56°17'41"	S62°31'58"W	94.35'
C2	59.33'	100.00'	33°59'37"	S72°25'57"E	58.46'
C3	17.70'	68.00'	14°54'57"	S82°53'37"E	17.65'
C4	66.81'	68.00'	56°17'41"	S62°31'58"W	64.16'
C5	54.30'	132.00'	23°34'16"	S78°53'41"W	53.92'
C6	64.85'	132.00'	28°09'02"	S53°02'02"W	64.20'
C7	10.54'	132.00'	4°34'23"	S36°40'20"W	10.53'
C8	46.02'	132.00'	19°58'28"	S79°26'31"E	45.78'
C9	32.30'	132.00'	14°01'09"	S62°26'43"E	32.22'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	7.08'	S10°31'30"E
L2	21.25'	S10°31'30"E
L3	21.18'	N79°28'30"E
L4	7.08'	N79°28'30"E
L5	25.47'	N50°43'40"E
L6	21.23'	N44°28'24"W
L7	7.08'	N44°28'24"W
L8	21.16'	S45°34'53"W
L9	7.06'	S45°34'53"W
L10	7.08'	S44°25'07"E
L11	21.25'	S44°25'07"E
L12	7.06'	N45°34'53"E
L13	21.18'	N45°34'53"E
L14	7.08'	S44°25'07"E
L15	21.25'	S44°25'07"E
L16	7.08'	S79°28'30"W
L17	21.18'	S79°28'30"W
L18	28.33'	S10°31'30"E

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN 5/23/2022

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 19-90

PATAGONIA SUBDIVISION NO. 7

BOOK ____ , PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PATAGONIA SUBDIVISION NO. 7;

A PARCEL LOCATED IN THE S ½ OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF THE SE ¼ OF SAID SECTION 7, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SE ¼ OF SECTION 7 BEARS N 89°25'45" W A DISTANCE OF 2651.45 FEET;

THENCE N 89°25'45" W ALONG THE SOUTHERLY BOUNDARY OF SAID SE ¼ A DISTANCE OF 1325.73 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF THE SW ¼ OF THE SE ¼ OF SAID SECTION 7;

THENCE N 0°28'57" E ALONG THE EASTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ AND ALSO PARTIALLY ALONG THE EASTERLY BOUNDARY OF PATAGONIA SUBDIVISION NO. 2, AS FILED FOR RECORD IN BOOK 112 OF PLATS AT PAGES 16476 THROUGH 16480, RECORDS OF ADA COUNTY, IDAHO, AND OF PATAGONIA SUBDIVISION NO. 5, AS FILED FOR RECORD IN BOOK ____ OF PLATS AT PAGES _____ THROUGH _____, RECORDS OF ADA COUNTY, IDAHO, A DISTANCE OF 686.50 FEET TO A 5/8 INCH DIAMETER REBAR MARKING THE NORTHEASTERLY CORNER OF SAID PATAGONIA SUBDIVISION NO. 5 AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PATAGONIA SUBDIVISION NO. 5 THE FOLLOWING COURSES AND DISTANCES:

THENCE N 89°25'45" W A DISTANCE OF 347.52 FEET TO A POINT;

THENCE N 55°36'52" W A DISTANCE OF 1296.86 FEET TO A POINT;

THENCE N 34°33'52" E A DISTANCE OF 125.97 FEET TO A POINT;

THENCE S 55°26'08" E A DISTANCE OF 40.83 FEET TO A POINT;

THENCE N 34°33'52" E A DISTANCE OF 69.00 FEET TO A POINT;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY AND THE EXTENSION THEREOF N 34°23'08" E A DISTANCE OF 175.04 FEET TO A POINT;

THENCE LEAVING SAID NORTHERLY BOUNDARY EXTENSION S 89°19'11" E A DISTANCE OF 921.19 FEET TO A POINT;

THENCE S 89°31'03" E A DISTANCE OF 64.00 FEET TO A POINT;

THENCE S 0°28'57" W A DISTANCE OF 38.91 FEET TO A POINT;

THENCE S 89°31'03" E A DISTANCE OF 198.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE WEST ½ OF THE SE ¼ OF SAID SECTION 7, ALSO BEING THE WESTERLY BOUNDARY OF ROARK SUBDIVISION AS SHOWN IN BOOK 76 OF PLATS ON PAGES 7884 THRU 7885, RECORDS OF ADA COUNTY;

THENCE ALONG SAID EASTERLY BOUNDARY AND SAID WESTERLY BOUNDARY OF ROARK SUBDIVISION AND THE EXTENSION THEREOF S 0°28'57" W A DISTANCE OF 965.71 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 22.92 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA. THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS ____ DAY OF _____, 20___.

PATAGONIA DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____

BY GREGORY B. JOHNSON, PRESIDENT OF PGM CORPORATION, THE MANAGER OF PATAGONIA DEVELOPMENT, LLC.

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS ____ DAY OF _____, 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED GREGORY B. JOHNSON, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF PGM CORPORATION, AN IDAHO CORPORATION BEING THE MANAGER OF PATAGONIA DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE PERSON WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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

MY COMMISSION EXPIRES _____

RESIDING AT _____

_____

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CLINTON W. HANSEN
PLS 11118

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www.landsolutions.biz

JOB NO. 19-85

PATAGONIA SUBDIVISION NO. 7

BOOK ____ , PAGE _____

HEALTH CERTIFICATE

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

CENTRAL DISTRICT HEALTH, EHS DATE

APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 20___. THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK OF KUNA CITY, IDAHO

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF THE CITY OF KUNA HAVE BEEN SATISFIED.

CITY ENGINEER – KUNA, IDAHO

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ___ DAY OF _____, 20___.

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

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

DATE: _____ COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
CQUNTY OF ADA }

INSTRUMENT NO. _____

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C., AT ____ MINUTES PAST ___ O'CLOCK __.M. ON THIS ___ DAY OF _____, 20___, IN BOOK ___ OF PLATS AT PAGES _____.

DEPUTY EX-OFFICIO RECORDER

FEE: _____

CLINTON W. HANSEN
PLS 11116

PROFESSIONAL LAND SURVEYOR REGISTERED 11116 STATE OF IDAHO CLINTON W. HANSEN 12/22/18

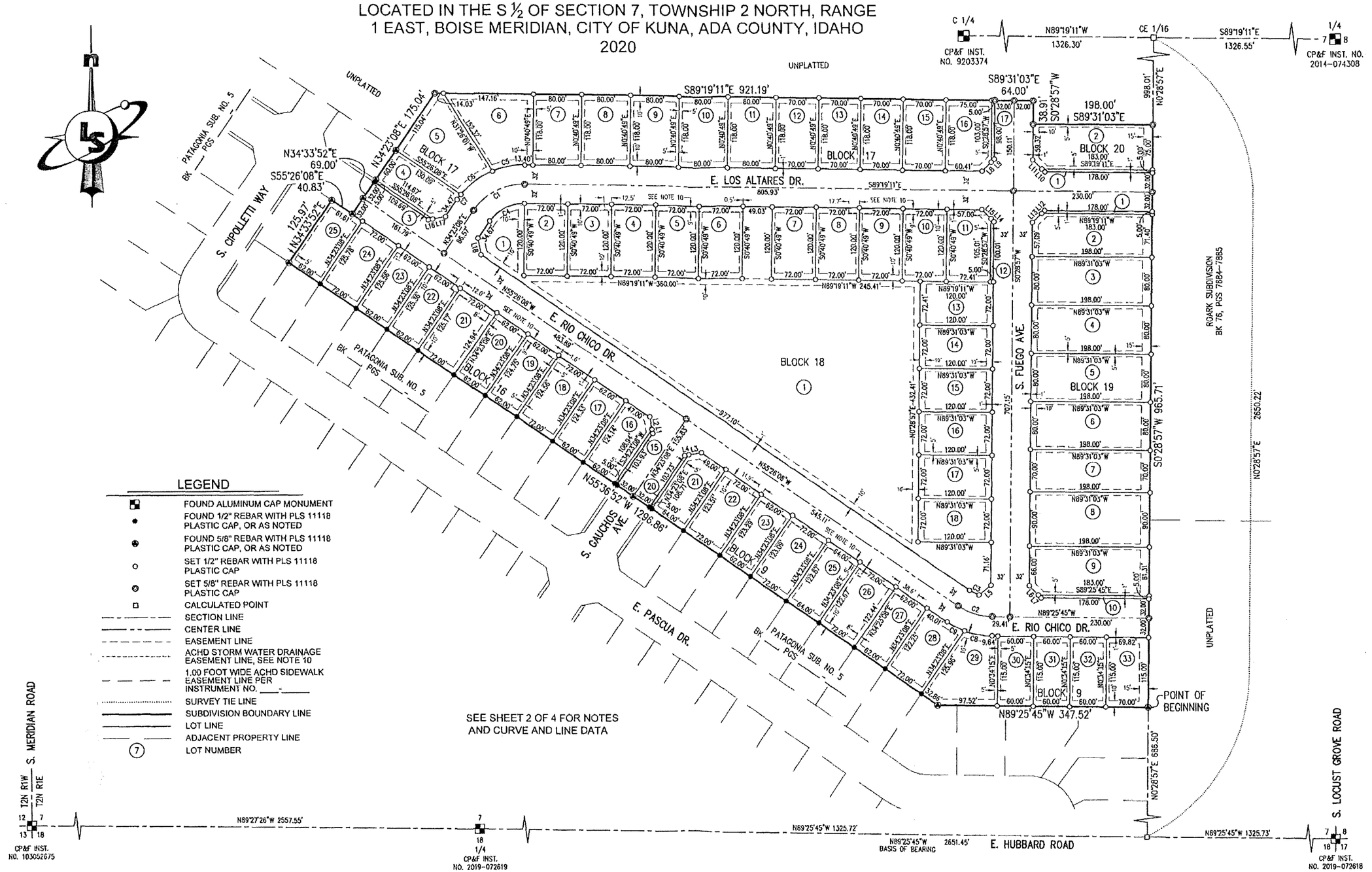
LandSolutions
Land Surveying and Consulting
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MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 16-80

PATAGONIA SUBDIVISION NO. 7

BOOK ____ , PAGE _____

LOCATED IN THE S ½ OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO
2020



LEGEND

- FOUND ALUMINUM CAP MONUMENT
- FOUND 1/2" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- FOUND 5/8" REBAR WITH PLS 11118 PLASTIC CAP, OR AS NOTED
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- CALCULATED POINT
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- ACHD STORM WATER DRAINAGE EASEMENT LINE, SEE NOTE 10
- 1.00 FOOT WIDE ACHD SIDEWALK EASEMENT LINE PER INSTRUMENT NO. ____-_____
- SURVEY TIE LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- (7) LOT NUMBER

SEE SHEET 2 OF 4 FOR NOTES AND CURVE AND LINE DATA

0' 50' 100' 200'
1" = 100'

SURVEY NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION. THE PLATTED SUBDIVISION BOUNDARY OF PATAGONIA SUBDIVISION NO. 5, ROARK SUBDIVISION, INFORMATION FROM RECORD OF SURVEY NUMBERS 5995, 7589, AND 9940, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN 11/18/2020

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JOB NO. 19-60

SHEET 1 OF 4

PATAGONIA SUBDIVISION NO. 7

BOOK ____ , PAGE _____

NOTES

1- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE ON FIVE (5) FEET ADJACENT TO SIDE LOT LINES.

3- UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PRESSURE IRRIGATION AND LOT DRAINAGE ON TEN (10) FEET ADJACENT TO REAR LOT LINES AND EXTERIOR SUBDIVISION BOUNDARIES.

4- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

5- THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. _____-_____.

6- 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.

7- THIS DEVELOPMENT RECOGNIZES IDAHO CODE 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 CONDITION IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.

8- 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 PATAGONIA SUBDIVISION.

9- LOT 20 OF BLOCK 9, LOT 15 OF BLOCK 16, LOTS 3 AND 17 OF BLOCK 17, LOT 12 OF BLOCK 18, LOTS 1 AND 10 OF BLOCK 19, AND LOT 1 OF BLOCK 20 ARE SUBJECT TO A BLANKET PUBLIC UTILITY, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT. LOT 1 OF BLOCK 18 IS SUBJECT TO UTILITY, DRAINAGE, AND PRESSURE IRRIGATION EASEMENTS AS SHOWN. SAID LOTS ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION, OR IT'S ASSIGNS. ALL OTHER LOTS IN THIS SUBDIVISION ARE FOR SINGLE FAMILY DWELLINGS. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA. THE PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS. IN THE EVENT PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION FAILS TO PAY ASSESSMENTS, EACH RESIDENTIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.

10- PORTIONS OF LOTS 18, 19, 20, 21 AND 22, BLOCK 16, LOTS 1, 3, 4, 5, 6, 8, 9, 10, AND 11, BLOCK 18, AND LOTS 22, 23, 24, 25, 26, AND 27, BLOCK 9 AS SHOWN HEREON 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.

11- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH KUNA CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.

12- PRESSURE IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH NEW YORK IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA. SUBJECT TO ORDINANCE _____-_____, ANNEXING PATAGONIA SUBDIVISION NO. 7 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. _____-_____, RECORDS OF ADA COUNTY, IDAHO.

13- LOTS 9 AND 10, BLOCK 19 ARE SUBJECT TO AN ACHD TEMPORARY TURN-AROUND EASEMENT RECORDED AS INSTRUMENT NO. _____-_____. NO BUILDING PERMITS WILL BE ISSUED FOR THESE LOTS UNTIL E. RIO CHICO DR. IS EXTENDED AND THE EASEMENT IS VACATED.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	98.25'	100.00'	56°17'41"	S62°31'58"W	94.35'
C2	59.33'	100.00'	33°59'37"	S72°25'57"E	58.46'
C3	17.70'	68.00'	14°54'57"	S62°53'37"E	17.65'
C4	66.81'	68.00'	56°17'41"	S62°31'58"W	64.16'
C5	54.30'	132.00'	23°34'16"	S78°53'41"W	53.92'
C6	64.85'	132.00'	28°09'02"	S53°02'02"W	64.20'
C7	10.54'	132.00'	4°34'23"	S36°40'20"W	10.53'
C8	46.02'	132.00'	19°58'28"	S79°26'31"E	45.78'
C9	32.30'	132.00'	14°01'09"	S62°26'43"E	32.22'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	7.08'	S10°31'30"E
L2	21.25'	S10°31'30"E
L3	21.18'	N79°28'30"E
L4	7.06'	N79°28'30"E
L5	25.47'	N50°43'40"E
L6	21.23'	N44°28'24"W
L7	7.08'	N44°28'24"W
L8	21.18'	S45°34'53"W
L9	7.06'	S45°34'53"W
L10	7.08'	S44°25'07"E
L11	21.25'	S44°25'07"E
L12	7.06'	N45°34'53"E
L13	21.18'	N45°34'53"E
L14	7.08'	S44°25'07"E
L15	21.25'	S44°25'07"E
L16	7.06'	S79°28'30"W
L17	21.18'	S79°28'30"W
L18	28.33'	S10°31'30"E

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN
3/12/20

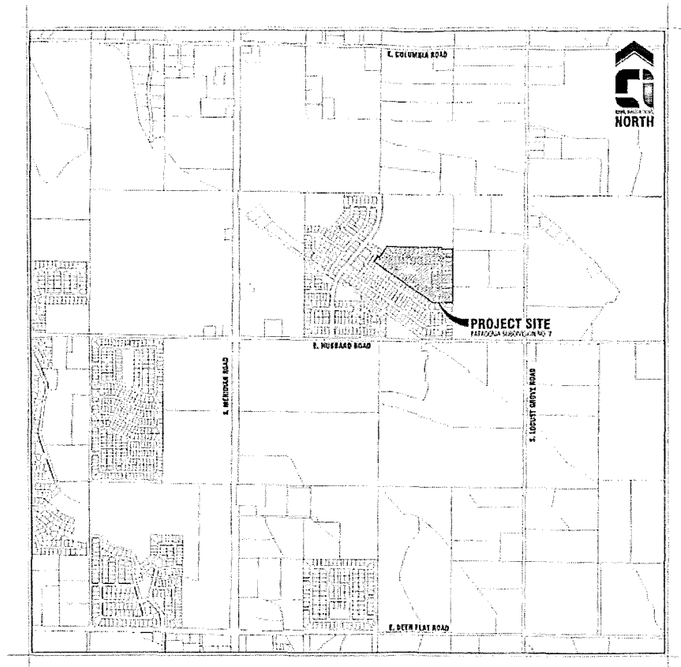
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(208) 288-2040 fax (208) 288-2557
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JOB NO. 19-80

PATAGONIA SUBDIVISION NO. 7

KUNA, IDAHO - 2020

LOCATED IN THE S 1/2 OF SECTION 7,
T 2N., R 1E., B.M. CITY OF KUNA, ADA COUNTY, IDAHO



1 VICINITY MAP
NOT TO SCALE

2 CONSTRUCTION SHEET INDEX

1 OF 15	C.100	TITLE SHEET
2 OF 15	C.101	CONSTRUCTION NOTES
3 OF 15	C.200	STREET / STREET LIGHTS AND STORM DRAIN PLAN
4 OF 15	C.201	STREET PROFILES
5 OF 15	C.202	OVERALL GRADING AND UTILITY PLAN
6 OF 15	C.300	SEWER PLAN AND PROFILE
7 OF 15	C.301	SEWER PLAN AND PROFILES
8 OF 15	C.302	SEWER PLAN AND PROFILE
9 OF 15	C.303	SEWER PLAN AND PROFILES
10 OF 15	C.400	WATER PLAN
11 OF 15	C.401	WATER PLAN AND PROFILES
12 OF 15	C.500	IRRIGATION PLAN
13 OF 15	C.600	STREET AND STORM DRAIN DETAILS
14 OF 15	C.601	WATER AND STREET LIGHT DETAILS
15 OF 15	C.602	PRESSURE IRRIGATION DETAILS

3 CONSTRUCTION CONTACT INFORMATION

ENGINEER	DEVELOPER	SURVEYOR
CIVIL INNOVATIONS, PLLC	THE WESTPARK COMPANY, INC.	LAND SOLUTIONS, PC
CONTACT: BEN THOMAS	CONTACT: TAYLOR MERRELL	CONTACT: CLINT ROBISON
1049 E. PARK BLVD, STE 101	2409 E. GALA ST, STE 120	201 E. 9TH AVE, STE A
BOISE, IDAHO 83712	MERIDIAN, ID 83642	MERIDIAN, ID 83642
PHONE: (208) 884-9181	PHONE: (208) 918-9566	PHONE: (208) 288-2040

4 BENCH MARK AND DATUM DATA

DATUM DATA
HORIZONTAL: NAD 83 (ADJUSTED TO THE ADA COUNTY HARN SURVEY)
VERTICAL: NAVD 88

STANDARD ABBREVIATIONS

ABS	Acrylonitrile - Butadiene - Styrene	ESMT	Easement	PL	Property line
ASMH	Asphalt	EVC	End of Vertical Curve	PP	Power Pole
ABAND	Abandoned	EXIST	Existing	PSI	Pounds per Square inch
AC	Asphalt Concrete	FG	Finished Grade	PT	Point of Tangency
ACP	Asbestos Cement Pipe	FH	Fire Hydrant	PVC	Polyvinyl Chloride
AH	Ahead	FL	Flow Line	PVMT	Pavement
ALT	Alternate	FTG	Footing	R	Radius
BC	Beginning of Curve	FS	Finished Surface	RB	Ribbon curb
BCR	Beginning of Curb Return	GALV	Galvanized	RC	Roll Curb
BK	Back	GB	Grade Break	R/W	Right of Way
BM	Bench mark	GRAV	Gravity Irrigation	RL	Road Line
BVC	Beginning of Vertical Curve	GL	Grade Line, Ground Line	RR	Railroad
BW	Back of Walk	GM	Gas Meter	RT	Right
CB	Catch Basin	GR	Grade	S	Slope
CF	Curb Face	HDPE	High Density Polyethylene	SS	Sanitary Sewer
CI	Cubic Foot	HORIZ	Horizontal	SD	Storm Drain
CY	Cubic Yard	HP	High Point	SDR	Standard Thermoplastic Pipe Dimension Ratio
CO	Clean Out	INCL	Including		
CONC	Concrete	INV	Invert	SEC	Section
CONN	Connection	IP	Iron Pipe	SF	Square Foot (feet)
CONST	Construct, Construction	IRR	Irrigation	SG	Sand and Grease Trap
CPVMT	Pavement	ISPWC	Idaho Standards for Public Works Construction	SP	Spot Flow
CTY	Cable Television			SPRK	Sprinkler
CY	Cubic Yard	L	Length	SS	Sanitary Sewer
DBL	Double	LB	Pound	STA	Station
DI	Drop Inlet	LF	Linear Feet	STD	Standard
DIA	Diameter	LP	Low Point	SW	Sidewalk
DIP	Ductile Iron Pipe	LT	Left	SY	Square Yard
DW	Driveway	MAINT	Maintenance	TAN	Tangent
DWG	Drawing	MH	Manhole	TC	Top of Curb
E	Existing	MW	Monitoring Well	TEL	Telephone
EA	Each	N	Northing	TOPO	Topography
EC	End of Curve	NO	Number	TRANS	Transition
ECR	End of Curb Return	OHP	Overhead Power	TYP	Typical
EG	Edge of Gutter	PC	Point of Curvature	VB	Valve Box
ELEV	Elevation	P.C.C.	Portland Cement Concrete	VC	Vertical Curve
EM	Electric Meter	PCC	Point of Compound Curvature	VERT	Vertical
ENGR	Engineer, Engineering	PCVC	Point of Compound Vertical Curve	WA	Water Line
EP	Edge of Pavement	PE	Polyethylene	W/M	Water Meter
		PIPE	Pressurized Irrigation		

STREET PLAN LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- PROPERTY LOT LINE
- EP — EXISTING EDGE OF PAVEMENT
- 0+00.00 — CENTERLINE STATIONING
- PROPOSED VERTICAL CURB
- PROPOSED ROLLED CURB
- PROPOSED REVERSED VERTICAL CURB
- EXISTING VERTICAL CURB
- EXISTING ROLLED CURB
- 3745 — PROPOSED 5' CONTOUR
- 3740 — PROPOSED 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- DRAINAGE SWALE
- PROPOSED STREET SIGN
- EXISTING STREET SIGN
- EXISTING STREET LIGHT
- DIRECTION OF SURFACE FLOW
- PROPOSED TYPE III BARRICADE
- PROPOSED TYPE II BARRICADE
- EXISTING BARRICADE
- PROPOSED STREET LIGHT

STREET AND STORM DRAIN PLAN LEGEND

- PROPOSED PEDESTRIAN RAMP WITH DETACHED SIDEWALK
- PROPOSED PEDESTRIAN RAMP WITH ATTACHED SIDEWALK
- PROPOSED CONCRETE VALLEY GUTTER
- PROPOSED SURFACE INLET WITH MONUMENTED LID
- PROPOSED SAND AND GREASE TRAP
- EXISTING SAND AND GREASE TRAP
- PROPOSED DROP INLET
- EXISTING DROP INLET
- SD — PROPOSED STORM DRAIN LINE AND MANHOLE
- SD — EXISTING STORM DRAIN LINE AND MANHOLE
- ND — EXISTING NATURAL DRAIN LINE AND MANHOLE

GRAVITY IRRIGATION PLAN LEGEND

- GRAV — PROPOSED GRAVITY IRRIGATION LINE AND BOX
- GRAV — EXISTING GRAVITY IRRIGATION LINE

WATER PLAN LEGEND

- W — PROPOSED WATER LINE AND VALVE
- W — EXISTING WATER LINE AND VALVE
- PROPOSED DOUBLE WATER METER SERVICE LINE
- PROPOSED SINGLE WATER METER SERVICE LINE
- EXISTING DOUBLE WATER METER SERVICE LINE
- EXISTING SINGLE WATER METER SERVICE LINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- W — PROPOSED CONCRETE THRUST BLOCK
- W — EXISTING CONCRETE THRUST BLOCK

SEWER PLAN LEGEND

- SC — SERVICE CONNECTION
- SL — SERVICE LENGTH
- SE — SERVICE INVERT ELEVATION
- 10 — 5S — PROPOSED SEWER LINE AND STATION
- 5S — PROPOSED SANITARY SEWER LINE AND MANHOLE
- 5S — PROPOSED SANITARY SEWER LINE AND SERVICE
- 5S — EXISTING SEWER LINE AND MANHOLE
- 5S — EXISTING SEWER LINE AND SERVICE
- PS — EXISTING PRESSURE SEWER LINE

PRESSURE IRRIGATION PLAN LEGEND

- PIPE — PROPOSED PRESSURE IRRIGATION LINE AND VALVE
- PIPE — EXISTING PRESSURE IRRIGATION LINE AND SERVICE LINE
- PIVR — PROPOSED CONCRETE THRUST BLOCK
- PIPE — EXISTING PRESSURE IRRIGATION LINE AND VALVE

EXISTING UTILITY LEGEND

- (G) EXISTING GAS
- (P) EXISTING TRANSFORMER
- (C) EXISTING CABLE TV
- (F) EXISTING FIBER OPTIC
- (R) EXISTING PVC RISER
- (T) EXISTING TELEPHONE RISER
- (IC) EXISTING IRRIGATION CONTROL
- (W) EXISTING WELL

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: [signature] DATE: 2-6-20
ADA COUNTY HIGHWAY DISTRICT

NOTE

The Engineer Of Record Certifies That The Plans Are Prepared In Substantial Conformance With The ACHD Policy And Standards In Effect At The Time Of Preparation. The Engineer Acknowledges That ACHD Assumes No Liability For Errors Or Omissions In The Design. All Variances From ACHD Policy Shall Be Approved In Writing. No Variances Were Approved For This Project.

Water system and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations stated in IDAPA 10.01.02 remain in effect.

By: [signature]
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 2-6-20

JAN 30 2020

ACHD

CIVIL INNOVATIONS, PLLC
1049 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-9181
www.civilinnovations.com

PROFESSIONAL ENGINEER — REGISTERED — No. 10162 — 1/24/20 — STATE OF IDAHO — BENJAMIN P. THOMAS

THESE DRAWINGS, OR ANY PORTION OF THEREOF, SHALL NOT BE USED BY ANY PERSON OR ENTITY FOR ANY PURPOSE WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

NO	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

TITLE SHEET

PROJECT NO	19-091-PAT
DWG FILE	C.100
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	1/24/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.100
SHEET 1 OF 15

GENERAL CONSTRUCTION NOTES

1. ALL WORK (INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF PRESSURIZED IRRIGATION, SEWER, WATER, STREETS, CURB GUTTER, SIDEWALK, AND STREETLIGHTS) SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KUNA STANDARD CONSTRUCTION SPECIFICATIONS, ADA COUNTY HIGHWAY DISTRICT SPECIFICATIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, IDAHO STATE PLUMBING CODE, IDAHO STATE ELECTRICAL CODE, FEDERAL AND STATE LAWS
2. CONTRACTOR SHALL REQUEST CITY OF KUNA INSPECTION OF PRESSURIZED IRRIGATION, SEWER, WATER LINES AND APPURTENANCES AT LEAST TWENTY-FOUR (24) HOURS BEFORE BACKFILLING.
3. CONTRACTOR SHALL NOTIFY OWNER'S ENGINEER AND THE CITY OF KUNA FORTY-EIGHT (48) HOURS BEFORE INITIAL CONSTRUCTION BEGINS.
4. CONTRACTOR SHALL NOTIFY THE CITY OF KUNA WHEN SHUTTING DOWN A JOB FOR ANY REASON AND PROVIDE 48 HOURS NOTICE BEFORE RESTARTING WORK.
5. CONTRACTOR SHALL STAMP I'S, S, OR W IN THE SIDEWALK OR CURB WHERE PRESSURIZED IRRIGATION, SEWER, OR WATER CROSS UNDER THE SIDEWALK OR CURB. WATER (W) STAMP SHALL BE IN LINE WITH THE WATER METER BOX.
6. ALL PIPE (PRESSURIZED IRRIGATION, SEWER & WATER) MAINS AND SERVICES, SHALL BE BEDDED WITH TYPE I OR TYPE II BEDDING IN AREAS OF ROCK EXCAVATION, BEDDING BELOW THE BOTTOM OF PIPE SHALL BE SIX (6) INCHES THICK.
7. CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, WEEDS, HEAVY GROWTH OF GRASS OR WEEDS, FENCE STRUCTURES, DEBRIS, RUBBISH AND MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS.
8. ALL MATERIAL(S) NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
9. SURVEY CONTROL POINTS WHICH ARE CRITICAL TO THE CONSTRUCTION OF THE PROJECT ARE TO BE LOCATED WITHIN THE WORK LIMITS. THE CONTRACTOR SHALL PROTECT SURVEY CONTROL POINTS.
10. SURVEY CONTROL MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IDAHO CODE 50-1303
11. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL REPLACEMENT DRAINAGE FACILITIES ARE IN PLACE, FUNCTIONAL, AND ACCEPTED BY ACHD OR CITY.
12. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, TRENCH SHORING, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
13. EXISTING A.C. PAVEMENT SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION BEFORE PAVING.
14. ALL MATERIALS MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.
15. ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY SHALL SECURE A RIGHT-OF-WAY PERMIT FROM ACHD AT LEAST 24 HOURS BEFORE ANY CONSTRUCTION.
16. ALL COSTS OF RETESTING FAILED TESTS SHALL BE BORNE BY THE CONTRACTOR.
17. ALL COSTS FOR CORRECTING DEFICIENT WORK SHALL BE BORNE BY THE CONTRACTOR. FAILURE TO CORRECT DEFECTIVE WORK WILL BE CAUSE FOR A STOP WORK ORDER.
18. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CURBS, GUTTERS, STORM DRAINS, CHANNEL CROSSINGS AND SEWER ELEVATIONS OR INVERTS BEFORE BEGINNING CONSTRUCTION AND SHALL NOTIFY THE OWNER'S ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PROJECT DRAWINGS.
19. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
20. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED NPDES PERMITS, SUBMITTING NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER, AND PREPARING A POLLUTION PREVENTION PLAN (PPP) IN ACCORDANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS. CONTACT THE EPA AT (208) 378-5746 FOR REQUIRED INFORMATION. STORM WATER PERMIT SHALL BE PRESENTED TO THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
21. ALL UTILITIES, INCLUDING SERVICE LINES, WITHIN STREET TRAVEL WAYS SHALL BE IN PLACE, TESTED AND FULLY FUNCTIONAL, PRIOR TO CURB, GUTTER, SIDEWALK AND STREET CONSTRUCTION.
22. PAVEMENT AND CONCRETE REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITHIN SEVEN (7) CALENDAR DAYS FROM THE TIME THE PAVEMENT AND/OR CONCRETE IS REMOVED PER ISPWC AND ACHD STANDARDS.
23. PAVING SHALL NOT PROCEED UNTIL THE CONTRACTOR OBTAINS WRITTEN APPROVAL OF ALL INSTALLED WATER, SEWER, AND PRESSURE IRRIGATION FACILITIES FROM THE CITY OF KUNA.
24. ALL ROCK BLASTING SHALL OCCUR BEFORE INSTALLING SEWER MAINS, WATER MAINS, PRESSURE IRRIGATION MAINS OR SERVICE LINE CROSSINGS. BLASTING IN THE PROXIMITY OF EXISTING UTILITIES MAY BE PERFORMED AS LONG AS THE HORIZONTAL DISTANCE FROM THE EXISTING UTILITY IS EQUAL TO OR GREATER THAN THE EXCAVATION DEPTH FROM THE EXISTING UTILITY OR FIFTEEN (15) FEET, WHICHEVER IS GREATER. THE BLASTING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL DAMAGE TO ANY/ALL EXISTING UTILITIES.
25. THE DEVELOPER SHALL RETAIN AN IDAHO REGISTERED PROFESSIONAL ENGINEER TO PERFORM INSPECTION SERVICES DURING CONSTRUCTION. THE ENGINEER SHALL PROVIDE A WRITTEN CERTIFICATION LETTER TO THE CITY OF KUNA THAT THE PROJECT WAS COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. COPIES OF ALL AIR TESTS, DEFLECTION TESTS, PRESSURE TESTS, AND BACTERIOLOGICAL TEST RESULTS SHALL BE FURNISHED WITH THE CERTIFICATION LETTER.
26. THE CITY OF KUNA WILL PROVIDE PERIODIC INSPECTION AND OBSERVE TESTING FOR AN EIGHT (8) HOUR DAY, FROM 8:00 A.M. TO 5:00 P.M., FOR A FORTY (40) HOUR WORK WEEK. CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTIONS EXCEEDING THE NORMAL WORK WEEK, INCLUDING LEGAL HOLIDAYS. OVERTIME INSPECTION RATES AND A LIST OF LEGAL HOLIDAYS AND A REQUEST FOR INSPECTION OUTSIDE STANDARD CITY BUSINESS HOURS FORM CAN BE OBTAINED FROM THE CITY PUBLIC WORKS DEPARTMENT.
27. WHEN CONSTRUCTION IS SATISFACTORILY COMPLETED, CLEANED AND TESTED AND AFTER ALL OTHER UTILITIES ARE INSTALLED THE DEVELOPER SHALL REQUEST A CITY OF KUNA FINAL ACCEPTANCE INSPECTION. AT A MINIMUM, THE FINAL ACCEPTANCE INSPECTION SHALL INCLUDE:
    A. CLEAN ALL SEWER MAINLINES
    B. DEFLECTION TEST SEWER MAINLINE
    C. VISUALLY INSPECT EACH MANHOLE
    D. WITNESS SEWER MAINLINE AIR PRESSURE TEST
    E. WITNESS WATER MAINLINE PRESSURE TEST
    F. WITNESS PRESSURE IRRIGATION PRESSURE TEST
    G. CLEAN AND TELEVISE ALL SEWER MAIN LINES
    H. VISUAL INSPECTION OF THE SEWER MAINS
    I. PROVIDE A DVD OF ALL SEWER MAIN VISUAL INSPECTION
    J. ALL TESTING SHALL BE PROVIDED AND PAID FOR BY THE DEVELOPER
28. CITY HAS THE RIGHT TO INSPECT THE WORK AT ANY TIME DURING CONSTRUCTION. ANY WORK NOT CONFORMING TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE REJECTED.
29. THE DEVELOPER SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FOLLOWING ACCEPTANCE BY THE CITY. THIS GUARANTEE SHALL COVER ALL DAMAGE, MATERIALS, LABOR, AND WORKMANSHIP.
30. DEVELOPER SHALL NOTIFY ALL PURCHASERS OF LOTS, AND THEIR CONTRACTORS, THAT CITY UTILITY SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. ANY DAMAGE TO THESE SYSTEMS DURING HOME CONSTRUCTION SHALL BE BILLED DIRECTLY TO THE OWNER OF RECORD WHEN THE DAMAGE IS FOUND.
31. THE DEVELOPER SHALL PROVIDE RECORD DRAWINGS: ONE (1) SET OF ELECTRONIC DRAWINGS ON CD IN PDF FORMAT, AND TWO (2) 24" X 36" SETS ON WHITE PAPER BEFORE FINAL PLAT OR WITHIN 30 DAYS OF FINAL ACCEPTANCE.

ROADWAY CONSTRUCTION NOTES

1. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPWC AND THE ACHD SUPPLEMENTAL SPECIFICATIONS, NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS AND THE ISPWC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY ACHD.
2. ADA COUNTY HIGHWAY DISTRICT WILL INSPECT ALL WORK WITHIN THE RIGHT-OF-WAY.
3. SET THE TOPS OF ALL VALVE BOXES AND SEWER MANHOLES FLUSH WITH THE SLOPE OF THE FINISHED STREET GRADES.
4. ADA COUNTY HIGHWAY DISTRICT WILL INSPECT AND APPROVE ALL STORM DRAINAGE IMPROVEMENTS.
5. PLACE ALL WATER VALVES, BLOW-OFFS AND MANHOLES SO THAT THEY DO NOT CONFLICT WITH ANY CONCRETE CURB AND GUTTER, VALLEY GUTTER, OR SIDEWALK IMPROVEMENTS.
6. CONTACT ACHD INSPECTION SERVICES AT (208) 387-6280 A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION.
7. ACTUAL FIELD CONDITIONS DURING CONSTRUCTION MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLAN. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 HIGHWAY CUTS OF THE ACHD POLICY MANUAL.
    1) ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
    2) IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, THE CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
    3) CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
    4) FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
8. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.
9. STORM DRAIN PIPING SHALL BE A MINIMUM OF SDR-35, OR APPROVED EQUAL.

SEWER NOTES

1. THE HORIZONTAL SEPARATION OF POTABLE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET FROM PIPE EDGE TO PIPE EDGE AS SHOWN IN ISPWC SD 407.
2. GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING PIPE LAYING AND JOINING OPERATIONS.
3. TRENCH BACKFILL ABOVE THE PIPE ZONE SHALL BE INSPECTED BY ACHD OR BY THE OWNER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED IN THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PUBLIC RIGHT-OF-WAY, ACCORDING TO ACHD REQUIREMENTS. SUBMIT DENSITY TEST RESULTS TO THE CITY OF KUNA AND ACHD BEFORE FINAL ACCEPTANCE.
4. CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN TO ALLOW ON SITE VERIFICATION OF THE INVERT ELEVATIONS AND SLOPES BY THE CITY'S INSPECTOR. CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL APPROVED BY THE CITY OF KUNA INSPECTOR OR OTHER ARRANGEMENTS HAVE BEEN MADE FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS AND SLOPES.
5. CONTRACTOR SHALL INSTALL A REMOVABLE PLUG IN THE DOWN STREAM SIDE OF THE EXISTING MANHOLE WHERE THE NEW CONNECTION WILL BE MADE. THE PLUG SHALL REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE SEWER PROJECT.
6. ALL SEWER PIPE AND FITTINGS 4 INCH THROUGH 15 INCH DIAMETER SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D-3034, SDR-35. SEWER PIPE AND FITTINGS SIZES 18 INCH THROUGH 36 INCH DIAMETER SHALL BE PVC CONFORMING TO ASTM F 679. PRESSURE SEWER PIPE SHALL CONFORM TO AWWA C900 PVC, DR 18 (235 PSI).
7. SEWER SERVICE LINES SHALL BE INSTALLED BEFORE STREET IMPROVEMENTS & SEWER SERVICE MARKERS SHALL BE IN PLACE BEFORE FINAL INSPECTION. CONTRACTOR SHALL NOTIFY THE CITY WHEN SEWER SERVICE STUB OUTS ARE INSTALLED, MARKED & READY FOR INSPECTION.
8. CONSTRUCT ALL MANHOLES WATER TIGHT. THE TOP OF MANHOLE CONE SHALL BE WITHIN TWELVE (12) INCHES OF FINISHED GRADE. CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND GRADE RINGS.
9. SEWER CONSTRUCTION SHALL MEET THE SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING STANDARD DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOUND IN "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" AND ACHD STANDARD DRAWINGS.
    1. STANDARD MANHOLE - TYPE A, DRAWING NO. SD-501 AND SD-501A
    2. STANDARD SHALLOW MANHOLE - DRAWING NO. SD-505.
    3. MANHOLE COLLAR DETAIL - DRAWING NO. SD-505.
    4. MANHOLE COVER AND FRAME - DRAWING NO. SD-507.
    5. STANDARD SEWER SERVICE LINE - DRAWING NO. SD-511 & SD-511A
    6. SEWER SERVICE MARKER - DRAWING NO. SD-512
10. MANHOLE: APPLY NON SHRINK GROUT BETWEEN THE METAL FRAME AND GRADE RINGS. GRADE RINGS SHALL NOT BE STACKED WITHOUT NON-SHRINK GROUT OR MORTAR.
11. CONTRACTOR SHALL FIELD VERIFY THE TOP ELEVATION OF MANHOLE CONES TO ASSURE THAT ALL RING ELEVATIONS MATCH FINAL STREET GRADES.
12. PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS PER ISPWC DRAWING NO. SD-505. THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE COLLARS.
13. SET EACH GRADE RING IN A BED OF NON SHRINK GROUT OR MORTAR. TROWEL SMOOTH WITH THE INSIDE OF THE MANHOLE.
14. PRIOR TO CONNECTING TO THE EXISTING SEWER SYSTEM, WHERE THE CONNECTION IS MADE BETWEEN MANHOLES AND EXISTING SERVICES, ALL SEWER MAINS AND SERVICES MUST BE AIR TESTED.
15. COMPLETE INTEGRITY TESTING, AFTER ALL UTILITIES ARE INSTALLED AND BEFORE PAVING.
16. CONTRACTOR SHALL CONTACT OWNERS' ENGINEER AND THE CITY OF KUNA AT LEAST 24 HOURS BEFORE TESTING. SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH DIVISION 500 OF THE ISPWC SPECIFICATIONS. A CITY REPRESENTATIVE MUST OBSERVE THE TESTING. TESTING SHALL INCLUDE AIR PRESSURE TESTING, DEFLECTION TESTING, INVERT ELEVATION SURVEY AND VISUAL INSPECTION USING A CLOSED CIRCUIT TELEVISION (CCTV) CAMERA. ALL SEWER LINES SHALL BE CLEANED AND CHECKED FOR DEFLECTION BEFORE BEGINNING THE CCTV CAMERA INSPECTION. PROVIDE A COPY (DVD) OF THE VISUAL INSPECTION TO THE CITY OF KUNA FOR QUALITY VERIFICATION. NO SEWER MAINLINE SHALL BE CONSIDERED APPROVED AND ACCEPTED UNTIL THE VISUAL REVIEW IS COMPLETE.
17. SEWER CONSTRUCTION INSPECTIONS WILL BE PERFORMED BY THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE. SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER, IN CONFORMANCE WITH THE APPROVED MASTER PLAN, CONTRACT DRAWINGS, AND ASSOCIATED SPECIFICATIONS.
18. CITY OF KUNA SHALL PROVIDE FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION.

IRRIGATION NOTES

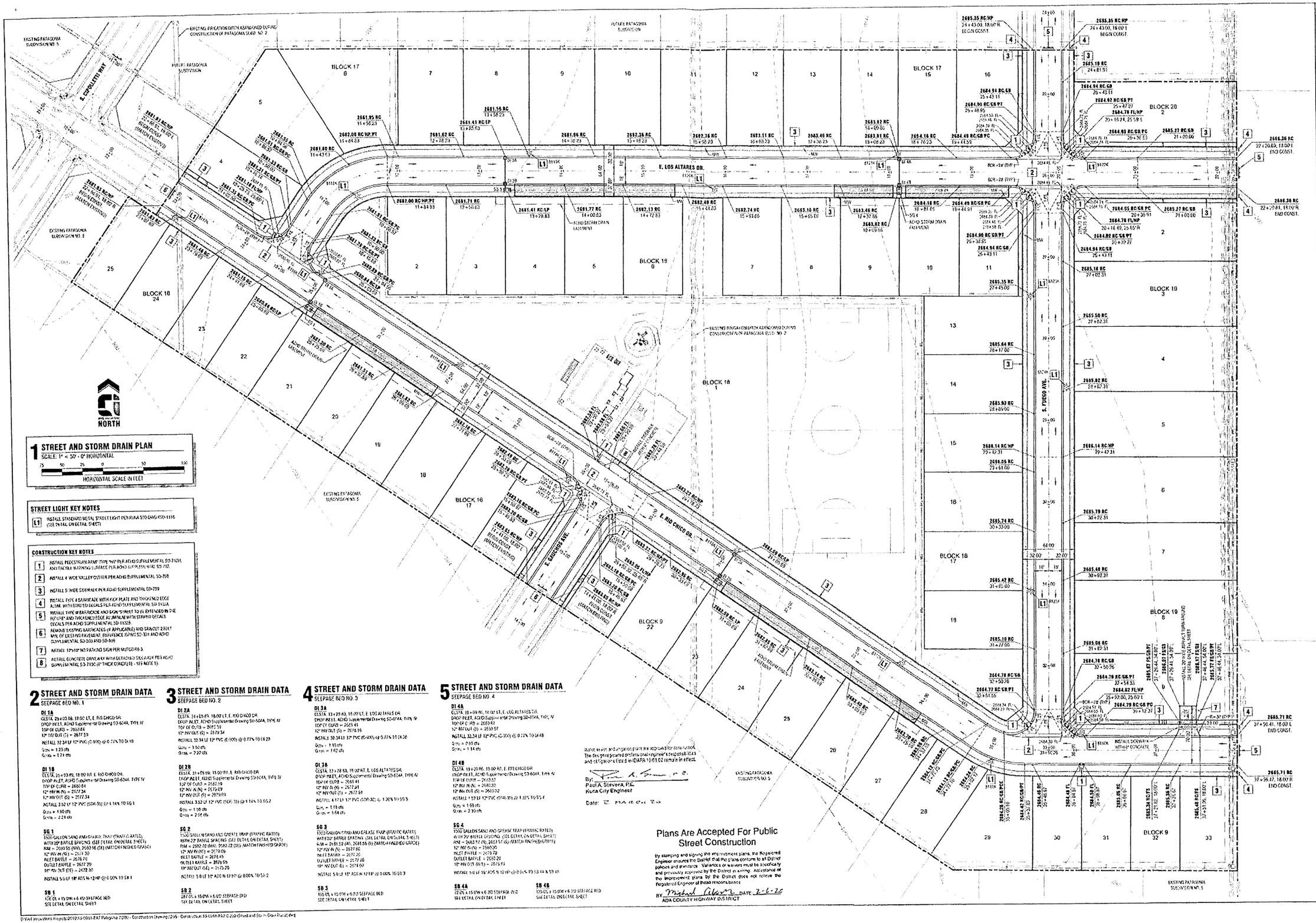
1. THE DEVELOPER SHALL NOTIFY ALL LOT PURCHASERS THAT THERE MUST BE NO INTERCONNECTION BETWEEN THE PRESSURE IRRIGATION SYSTEM AND HOUSE PLUMBING. OUTSIDE HOUSE FAUCETS MUST ONLY BE CONNECTED TO THE MUNICIPAL POTABLE WATER SYSTEM THROUGH THE HOUSE SERVICE CONNECTION.
2. INSTALL PRESSURIZED IRRIGATION SYSTEMS CONSISTING OF IRRIGATION MAINS AND INDIVIDUAL SERVICE CONNECTIONS TO EACH LOT.
3. CONNECTION TO THE CITY OF KUNA MUNICIPAL WATER (POTABLE) SYSTEM FOR IRRIGATION PURPOSES IS NOT ALLOWED.
4. LOT SERVICE REQUIREMENTS

LOT SIZE S.F.	IRRIGATION RISERS
0-13,000	ONE 1"
14,000 - 25,000	TWO 1" OR ONE 1.5"
26,000 +	DETERMINED BY CITY ENGINEER

5. ALL IRRIGATION MAINLINES SHALL BE INSTALLED SUCH THAT AIR AUTOMATICALLY VENTS DURING FILLING AND DRAINING. AUTOMATIC AIR/VACUUM RELIEF VALVES SHALL BE INSTALLED AT ALL HIGH POINTS IN THE SYSTEM AND IN LOCATIONS DETERMINED BY THE CITY ENGINEER, IN LIEU OF AUTOMATIC VENTS, THE CONTRACTOR MAY INSTALL SERVICES WITH THE TAP ON TOP OF THE MAIN AT THE HIGH POINT WITH THE SERVICE LINE LAID LEVEL OR RISING TO THE SERVICE BOX.
6. ALL IRRIGATION MAINS SHALL FREELY DRAIN. "FREELY DRAIN" MEANS TO DRAIN BY GRAVITY INTO A DRAINAGE SWALE, DRAINAGE POND, DRAINAGE DITCH OR AN EQUALLY SIZED DRY WELL. THE DRAIN SYSTEM SHALL INCLUDE MANUALLY OPERATED VALVES AS DETAILED IN CITY OF KUNA STANDARD DETAILS. LOCATE DRAINS IN COMMON AREAS, ALONG PATHWAYS OR STREET FRONTAGES UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE CITY ENGINEER.
7. PIPE DEPTH: ALL IRRIGATION MAIN LINES NOT WITHIN ROAD RIGHT OF WAY (ROW) SHALL HAVE AT LEAST THREE (3) FEET OF COVER FROM FINISH GRADE TO CROWN OF PIPE IF THE PIPE IS FREE DRAINED, A MINIMUM OF FOUR (4) FEET OF COVER SHALL BE REQUIRED FROM FINISH GRADE TO CROWN OF PIPE UNDER ROADWAYS AND WHERE PIPE IS NOT FREE DRAINING.
8. PRESSURE IRRIGATION MAIN LINE PIPING 4 INCH DIAMETER AND LARGER SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE (PVC), DR21 (200 PSI), CONFORMING TO ASTM D2241.
9. PRESSURE IRRIGATION MAIN LINE PIPING IN THE R.O.W. AND PARALLEL TO CENTER LINE SHALL BE PVC, C900 DR 18.
10. 4 INCH DIAMETER AND LARGER PIPE SHALL HAVE RUBBER GASKETED JOINTS.
11. PRESSURE IRRIGATION PIPE SHALL BE CLEARLY MARKED WITH TYPE, CLASS OR THICKNESS, LETTERING SHALL BE LEGIBLE AND PERMANENT.
12. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH FINDER TAPE. TAPE SHALL BE TWO (2) INCHES WIDE, PURPLE IN COLOR, WITH THE WORDS "DANGER-UNSAFE WATER" OR "NON-POTABLE WATER" CLEARLY MARKED ALONG THE LENGTH OF THE TAPE. TAPE SHALL BE PLACED BETWEEN SIX (6) INCHES BELOW GROUND SURFACE AND SIXTEEN (16) INCHES ABOVE THE TOP OF PIPE.
13. TAPE A #12 DIRECT BURIAL TRACER WIRE ALONG THE CROWN OF THE PRESSURE IRRIGATION MAINLINE. LOOP THE TRACER WIRE FROM THE MAIN LINE TO EACH SERVICE BOX AND BACK TO THE MAINLINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND EXTEND ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. CONDUCT AN ELECTRICAL CONTINUITY TEST BEFORE PAVING TO VERIFY TRACER WIRE INTEGRITY.
14. EQUIP EACH PRESSURE IRRIGATION SERVICE WITH A METAL OR PLASTIC TAG (YUCKY FACE) "NON-POTABLE WATER-DO NOT DRINK".
15. VALVES 4 INCH DIAMETER AND LARGER SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO THE REQUIREMENTS OF AWWA C509, WITH MECHANICAL OR FLANGED JOINTS AND 2 INCH SQUARE OPERATING NUT. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. ANY OTHERS MUST BE SPECIFICALLY APPROVED BY THE CITY ENGINEER. VALVE BOXES FOR VALVES 4 INCH DIAMETER AND LARGER SHALL BE STANDARD CAST IRON 5 1/4 INCH DIAMETER ADJUSTABLE VALVE BOX.
16. VALVES FOR STREET CROSSINGS SHALL BE PLACED WITHIN 2 FEET OF THE BACK EDGE OF SIDEWALK.
17. FITTINGS SHALL BE CAST IRON, DUCTILE IRON, PVC, BRASS OR STAINLESS STEEL, AND SHALL HAVE A MINIMUM PRESSURE RATING EQUAL TO OR GREATER THAN 200 PSI. ALL FITTINGS FOUR (4) INCHES AND LARGER SHALL BE DUCTILE IRON WITH FLANGED OR MECHANICAL JOINTS. THRUST BLOCKS OR OTHER CITY ENGINEER APPROVED RESTRAINTS SHALL BE PROVIDED AT CHANGES OF DIRECTION.
18. IRRIGATION SYSTEMS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH ISPWC SPECIFICATIONS FOLLOWING INSTALLATION OF ALL OTHER UTILITIES AND BEFORE PAVING. TESTING SHALL BE OBSERVED BY A CITY REPRESENTATIVE.

WATER NOTES

1. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
2. CONTRACTOR SHALL PREVENT THE ENTRY OF ANIMALS, DIRT AND OTHER FOREIGN MATTER INTO PIPES AND SHALL NOT LEAVE ANY OPEN PIPE END AT ANY TIME WHEN ABSENT FROM THE WORK SITE.
3. ALL WATER MAIN LINE PIPE SHALL BE PVC CONFORMING TO AWWA C 900 DR 18 (235 PSI) OR CLASS 152 CEMENT MORTAR LINED DUCTILE IRON CONFORMING TO AWWA C-152. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C-110.
4. ALL WATER MAIN LINE PIPE, AND SERVICES SHALL BE BEDDED WITH TYPE I OR TYPE II BEDDING, IN AREAS OF ROCK EXCAVATION, BEDDING SHALL BE SIX (6) INCHES BELOW THE BOTTOM OF PIPE.
5. MINIMUM DEPTH FOR ALL WATER MAIN PIPE SHALL BE FOUR (4) FEET FROM FINISHED GRADE TO TOP OF PIPE.
6. COMPACT TRENCH BACKFILL TO 95% OF ASTM D 698 (MINIMUM).
7. TAPE NO. 12 DIRECT BURIAL TRACER WIRE TO THE CROWN OF WATER MAIN PIPE AND SERVICE LINES. LOOP THE TRACER WIRE FROM THE MAIN LINE TO EACH SERVICE VAULT ALONG THE SERVICE PIPE AND BACK TO THE MAIN LINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND SHALL BE EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. WIRE SHALL BE TAPED TO GATE VALVES SO IT IS ACCESSIBLE FROM ABOVE WITHOUT INTERFERING WITH VALVE OPERATION. CONDUCT AN ELECTRICAL CONTINUITY VERIFICATION TEST BEFORE PAVING.
8. ALL MAIN LINE WATER VALVES SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO ANSI/AWWA C-509. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. OTHER WATER VALVES MUST BE APPROVED BY THE CITY ENGINEER.
9. FURNISH ALL WATER VALVES WITH A STANDARD CAST IRON 5-1/4 INCH DIAMETER 3-PIECE ADJUSTABLE VALVE BOX. THE CAST IRON COVER SHALL BE DESIGNED TO SLIP OVER THE TOP REEL, MARKED WITH THE WORD "WATER" AS AN INTEGRAL PART OF THE A CONCRETE COLLAR SHALL BE REQUIRED WHEN LOCATED IN PAVEMENT.
10. ALL TEES, PLUGS, BENDS, AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST, SHALL BE SECURED AND ANCHORED BY SUITABLE THRUST BLOCKING AS SHOWN ON ISPWC SD-403
11. SLEEVE WATER SERVICE LINES IN A FOUR (4) INCH DIAMETER SCHEDULE 80 WATER GLASS PIPE WHEREVER THE SERVICE LINE CROSSES A STREET DRAINAGE SEEPAGE BED.
12. OPEN EACH METER SETTER AND VERIFY THAT THE CORPORATION STOP IS OPEN AND THE SERVICE IS OPERABLE BEFORE PAVING.
13. OPERATE EACH VALVE AND FIRE HYDRANT TO ENSURE PROPER FUNCTION BEFORE PAVING. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE TESTING.
14. LEAK-TEST, FLUSH AND DISINFECT ALL WATER MAIN LINES AFTER INSTALLATION OF ALL UTILITIES, BEFORE CONNECTING TO THE WATER DISTRIBUTION SYSTEM, AND BEFORE PAVING. PRESSURE TEST THE DISTRIBUTION SYSTEM PER ISPWC SECTION 401.
15. THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING BUT BEFORE INSTALLATION OF OTHER UTILITIES. AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING THE CONTRACTOR SHALL PERFORM A FINAL PRESSURE TEST WITH CITY PERSONNEL IN ATTENDANCE. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST.
16. DISINFECT AND FLUSH WATER MAINLINES ACCORDING TO ISPWC DIVISION 400. THE DISINFECTION AND FINAL FLUSHING SHALL BE TESTED TO DETERMINE IF THE APPROPRIATE MINIMUM CHLORINE RESIDUALS HAVE BEEN MET.
17. SAMPLE AND TEST ALL WATER LINES FOR BACTERIAL CONFORMS. ALL WATER LINES SHALL PASS THE REQUIRED BACTEROLOGICAL TEST BEFORE BEING PUT INTO SERVICE.
18. CONTRACTOR SHALL PROVIDE BACTERIAL TEST REPORTS FROM A CERTIFIED LABORATORY SHOWING THAT THE WATER LINES HAVE PASSED BACTERIA SAFETY REQUIREMENTS. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE SAMPLE EVENT. THE CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
19. LOCATE VALVES, FLANGED OR M.J., IN THE STREET UNLESS EXPLICITLY APPROVED BY THE CITY ENGINEER. SET ALL GATE VALVES AS CLOSE (FLANGE CONNECTED) AS POSSIBLE TO WATER MAIN LINE FITTINGS.
20. CONTRACTOR SHALL FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ENSURE THAT LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS MATCH SIDEWALK ELEVATIONS.
21. LOCATE ALL WATER METERS AND FIRE HYDRANTS OUT OF THE ROAD RIGHT-OF-WAY. PROVIDE AT LEAST ONE (1) FOOT SEPARATION BETWEEN BACK OF SIDEWALK (OR CURB IF NO SIDEWALK) AND THE LEADING EDGE OF ANY FIRE HYDRANT.
22. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING SERVICE CONNECTIONS WITH AN 8 FOOT 2" X 4" BOARD OR METAL T POST PAINTED BLUE.
23. PAVING CONTRACTOR SHALL SET WATER VALVE RISERS IN CONCRETE COLLARS PER ISPWC STANDARD DRAWING SD-406.
24. ALL FIRE HYDRANTS SHALL BE DRY BARREL CONFORMING TO AWWA C-502, INSTALLED PER ISPWC SECTION 403 AND ISPWC DWG SD-404. FIRE HYDRANTS SHALL HAVE A FIVE (5) FOOT SETTING MINIMUM, 150 PSI WORKING PRESSURE, ONE 4-1/2 INCH DIAMETER NATIONAL STANDARD PUMPER NOZZLE EQUIPPED WITH STORZ FITTING, AND TWO 2-1/2 INCH DIAMETER NATIONAL STANDARD THREAD FIRE HOSE NOZZLES. THE VALVE OPERATOR SHALL OPEN COUNTER CLOCKWISE. THE HYDRANT SHALL BE EQUIPPED WITH A DRAIN THAT OPENS WHEN THE HYDRANT IS CLOSED, AND A SIX (6) INCH FLANGED BY MECHANICAL JOINT RESILIENT WEDGE GATE VALVE ATTACHED DIRECTLY TO THE WATER MAIN LINE TEE. ALPHA PIGTAILS NOT ALLOWED.
25. FIRE HYDRANTS SHALL BE CLOW MEDALLION, WATEROUS PACER 160, OR MUELLER A423. NO OTHERS WILL BE ACCEPTED. MAX



1 STREET AND STORM DRAIN PLAN
SCALE: 1" = 50' - 0" HORIZONTAL

75 50 25 0 50 100
HORIZONTAL SCALE IN FEET

STREET LIGHT KEY NOTES
L1 INSTALL STANDARD METAL STREET LIGHT PER KUNA STD DWG #20-1116 (SEE DETAIL ON DETAIL SHEET)

CONSTRUCTION KEY NOTES
1. INSTALL PEDESTRIAN RAMP TYPE "HH" PER ACHD SUPPLEMENTAL SD-712H, AND DETECTABLE WARNINGS SURFACE PER ACHD SUPPLEMENTAL SD-712.
2. INSTALL 4' WIDE VALLEY GUTTER PER ACHD SUPPLEMENTAL SD-708
3. INSTALL 5' WIDE SIDEWALK PER ACHD SUPPLEMENTAL SD-709
4. INSTALL TYPE II BARRICADE WITH HOB PLATE AND THICKENED EDGE ASPHALT WITH STRIPED DECALS PER ACHD SUPPLEMENTAL SD-712A
5. INSTALL TYPE III BARRICADE AND SIGN SHEET TO BE EXTENDED W/ THE FUTURE AND THICKENED EDGE ASPHALT WITH STRIPED DECALS. DECALS PER ACHD SUPPLEMENTAL SD-712B
6. REMOVE EXISTING BARRICADES (IF APPLICABLE) AND BACKOUT 2 FEET MIN. OF EXISTING PAVEMENT. REPHRASE SIGNS SD-301 AND ACHD SUPPLEMENTAL SD-303 AND SD-305
7. INSTALL 12"x18" NO PARKING SIGN PER MUTCD R8-3.
8. INSTALL CONCRETE CIRCULAR WITH DETACHED SIDEWALK PER ACHD SUPPLEMENTAL SD-710C (8" THICK DRIVEPAD) - SEE NOTE 13.

2 STREET AND STORM DRAIN DATA
SEEPAGE BED NO. 1

DI 1A
CL STA: 29+00.68, 18.00' LT, E. RIO CHICO DR.
DROP INLET, ACHD Supplemental Drawing SD-604A, TYPE IV
TOP OF CURB = 2680.64
12" INV OUT (S) = 2677.39
INSTALL 32.34 LF 12" PVC (0.90%) @ 0.72% TO DI 1B
Q100 = 1.23 cfs
Q10 = 1.23 cfs

DI 1B
CL STA: 29+03.89, 18.00' RT, E. RIO CHICO DR.
DROP INLET, ACHD Supplemental Drawing SD-604A, TYPE IV
TOP OF CURB = 2680.84
12" INV IN (N) = 2677.34
12" INV OUT (S) = 2677.04
INSTALL 332 LF 12" PVC (SDR-35) @ 1.74% TO SG 1
Q100 = 1.40 cfs
Q10 = 2.24 cfs

SG 1
1500 GALLON SAND AND GREASE TRAP (TRAFFIC RATED) WITH 2 BAFFLE BARRIERS (SEE DETAIL ON DETAIL SHEET)
RIM = 2680.55 (MH), 2680.84 (SB) (MATCH FINISHED GRADE)
12" INV IN (SB) = 2677.39
INLET BAFFLE = 2676.89
OUTLET BAFFLE = 2677.29
12" INV OUT (SG) = 2677.09
INSTALL 5.0 LF 18" ADS N-12 HP @ 0.00% TO SB 1

SB 1
176 CF, 4.15'DIA x 6.41' SEEPAGE BED
SEE DETAIL ON DETAIL SHEET

3 STREET AND STORM DRAIN DATA
SEEPAGE BED NO. 2

DI 2A
CL STA: 31+05.69, 18.00' LT, E. RIO CHICO DR.
DROP INLET, ACHD Supplemental Drawing SD-604A, TYPE IV
TOP OF CURB = 2682.59
12" INV OUT (S) = 2679.34
INSTALL 33.34 LF 12" PVC (0.90%) @ 0.72% TO DI 2B
Q100 = 1.50 cfs
Q10 = 2.72 cfs

DI 2B
CL STA: 31+09.89, 18.00' RT, E. RIO CHICO DR.
DROP INLET, ACHD Supplemental Drawing SD-604A, TYPE IV
TOP OF CURB = 2682.79
12" INV IN (N) = 2679.29
12" INV OUT (S) = 2679.09
INSTALL 332 LF 12" PVC (SDR-35) @ 1.74% TO SG 2
Q100 = 1.58 cfs
Q10 = 2.86 cfs

SG 2
1500 GALLON SAND AND GREASE TRAP (TRAFFIC RATED) WITH 2 BAFFLE BARRIERS (SEE DETAIL ON DETAIL SHEET)
RIM = 2682.70 (MH), 2682.79 (SB) (MATCH FINISHED GRADE)
12" INV IN (NE) = 2679.09
INLET BAFFLE = 2678.49
OUTLET BAFFLE = 2678.89
12" INV OUT (SE) = 2678.69
INSTALL 5.0 LF 18" ADS N-12 HP @ 0.00% TO SB 2

SB 2
287 CF, 4.15'DIA x 8.00' SEEPAGE BED
SEE DETAIL ON DETAIL SHEET

4 STREET AND STORM DRAIN DATA
SEEPAGE BED NO. 3

DI 3A
CL STA: 13+29.63, 18.00' LT, E. LOS ALTARES DR.
DROP INLET, ACHD Supplemental Drawing SD-604A, TYPE IV
TOP OF CURB = 2681.41
12" INV OUT (S) = 2678.16
INSTALL 33.34 LF 12" PVC (0.90%) @ 0.72% TO DI 3B
Q100 = 1.10 cfs
Q10 = 1.82 cfs

DI 3B
CL STA: 13+28.53, 18.00' RT, E. LOS ALTARES DR.
DROP INLET, ACHD Supplemental Drawing SD-604A, TYPE IV
TOP OF CURB = 2681.41
12" INV IN (N) = 2678.11
12" INV OUT (S) = 2677.81
INSTALL 417 LF 12" PVC (SDR-35) @ 1.20% TO SG 3
Q100 = 1.18 cfs
Q10 = 1.94 cfs

SG 3
1500 GALLON SAND AND GREASE TRAP (TRAFFIC RATED) WITH 2 BAFFLE BARRIERS (SEE DETAIL ON DETAIL SHEET)
RIM = 2681.52 (N), 2681.55 (S) (MATCH FINISHED GRADE)
12" INV IN (N) = 2677.86
INLET BAFFLE = 2677.26
OUTLET BAFFLE = 2677.66
12" INV OUT (S) = 2677.46
INSTALL 5.0 LF 18" ADS N-12 HP @ 0.00% TO SB 3

SB 3
165 CF, 4.15'DIA x 6.00' SEEPAGE BED
SEE DETAIL ON DETAIL SHEET

5 STREET AND STORM DRAIN DATA
SEEPAGE BED NO. 4

DI 4A
CL STA: 18+99.90, 18.00' LT, E. LOS ALTARES DR.
DROP INLET, ACHD Supplemental Drawing SD-604A, TYPE IV
TOP OF CURB = 2683.83
12" INV OUT (S) = 2680.58
INSTALL 33.34 LF 12" PVC (0.90%) @ 0.72% TO DI 4B
Q100 = 2.61 cfs
Q10 = 4.14 cfs

DI 4B
CL STA: 19+00.95, 18.00' RT, E. LOS ALTARES DR.
DROP INLET, ACHD Supplemental Drawing SD-604A, TYPE IV
TOP OF CURB = 2683.83
12" INV IN (N) = 2680.53
12" INV OUT (S) = 2680.33
INSTALL 133 LF 12" PVC (SDR-35) @ 1.20% TO SG 4
Q100 = 1.69 cfs
Q10 = 2.99 cfs

SG 4
1500 GALLON SAND AND GREASE TRAP (TRAFFIC RATED) WITH 2 BAFFLE BARRIERS (SEE DETAIL ON DETAIL SHEET)
RIM = 2682.97 (N), 2683.07 (S) (MATCH FINISHED GRADE)
12" INV IN (N) = 2680.00
INLET BAFFLE = 2679.70
OUTLET BAFFLE = 2680.20
12" INV OUT (W/S) = 2679.95
INSTALL 5.0 LF 18" ADS N-12 HP @ 0.00% TO SB 4A & SB 4B

SB 4A
72 CF, 4.15'DIA x 6.00' SEEPAGE BED
SEE DETAIL ON DETAIL SHEET

SB 4B
120 CF, 4.15'DIA x 6.00' SEEPAGE BED
SEE DETAIL ON DETAIL SHEET

Water, sewer, and irrigation plans are approved for construction. The design professional's private engineer's responsibility as defined and set forth in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Kuna City Engineer
Date: 2-6-20

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: Michael Gibson DATE 2-6-20
ADA COUNTY HIGHWAY DISTRICT

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civil-innovations.com

PROFESSIONAL ENGINEER
REGISTERED
10062
12/31/20
STATE OF IDAHO
BENJAMIN P. THOMAS

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NO.	DESCRIPTION	BY	DATE
	REVISIONS		

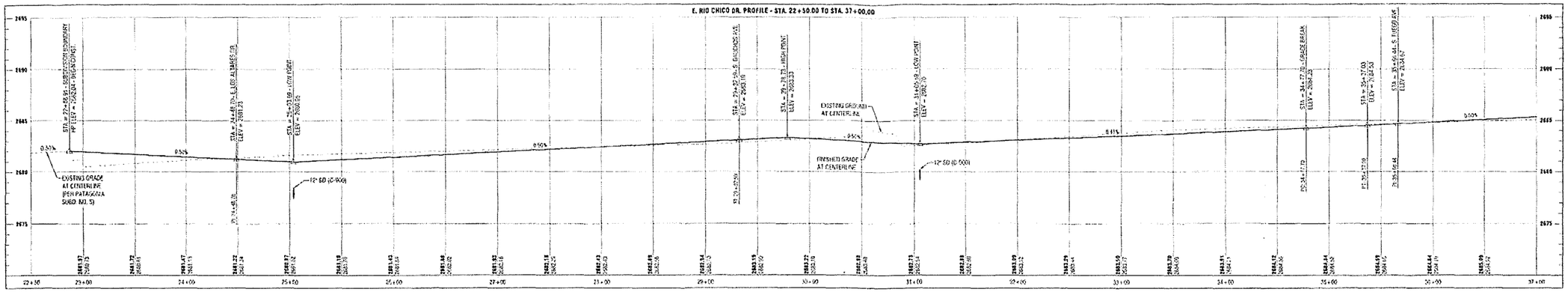
PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

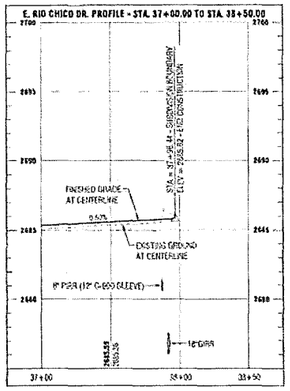
STREET / STREET LIGHTS AND STORM DRAIN PLAN

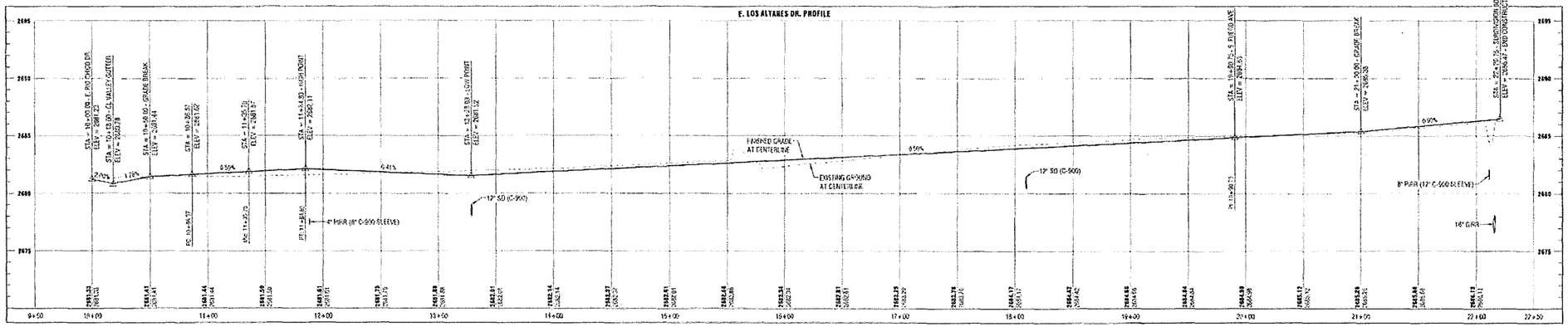
PROJECT NO.	19-0911-PAT
DWG FILE	C 200
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	1/24/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

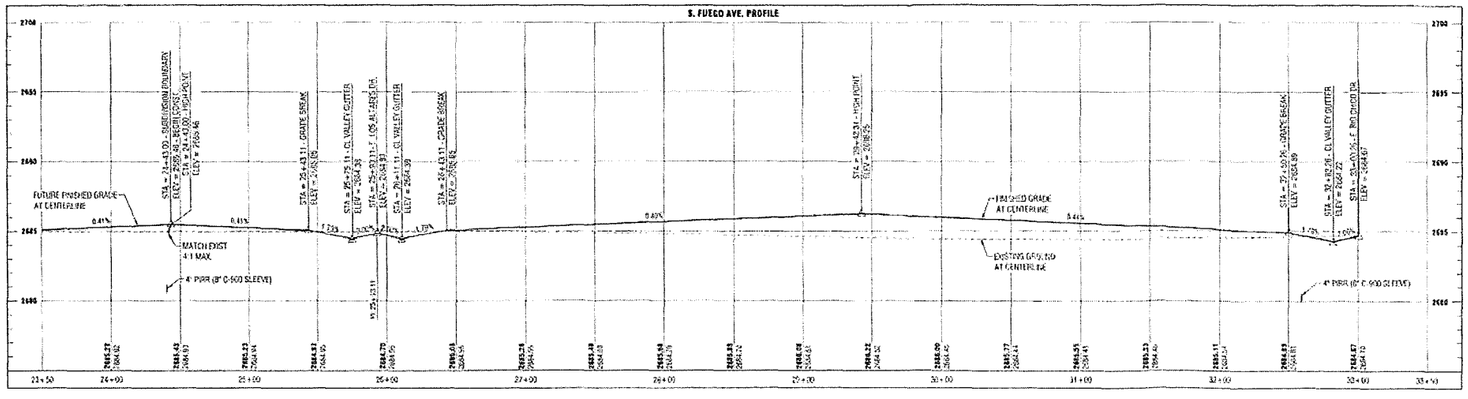
C.200
SHEET 3 OF 15

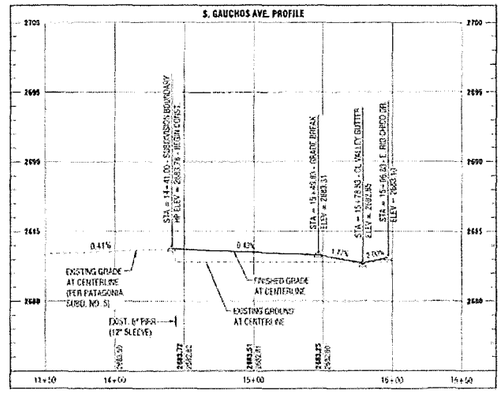
D:\Civil Innovations Projects\2019\19-0911-PAT Patagonia 7\200 - Construction Drawings\200 - Construction\19-0911-PAT C 200 Street and Storm Drain Plan.dwg











HORIZONTAL SCALE IN FEET
VERTICAL SCALE IN FEET

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: Michael Adams DATE: 7-6-20
ADA COUNTY HIGHWAY DISTRICT

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1043 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-4181
www.civilinnovationspllc.com

PROFESSIONAL ENGINEER — REGISTERED — 10062 — 12-4-20 — STATE OF IDAHO — BENJAMIN P. THOMAS

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NO	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

STREET PROFILES

PROJECT NO.	19-0911-PAT
DWG FILE	C.201
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	1/24/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.201
SHEET 4 OF 15

D:\Civil Innovations Projects\2019\19-0911-PAT Patagonia #7\20 - Construction Drawings\05 - Construction\19-0911-PAT C.201 (Street Profiles).dwg

GENERAL CONSTRUCTION NOTES

1. PRIOR TO PLACEMENT OF ANY PAVEMENT MARKINGS, CONTACT ACHD INSPECTION FOR VERIFICATION OF COMPLIANCE WITH POLICY AND EXISTING PAVEMENT MARKINGS.
2. SIGN CONTRACTORS OTHER THAN ACHD MUST BE BONDED WITH ACHD AND MUST OBTAIN A NO-CHARGE RIGHT-OF-WAY PERMIT.
3. ASPHALT REPAIR AND WIDENING CONSTRUCTION SHALL CONFORM TO ISPWC STANDARD DETAIL SD-301, AND ACHD SUPPLEMENTAL STANDARD DETAILS SD-303 AND SD-806.
4. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0% PER ADA REQUIREMENTS. THERE ARE NO TOLERANCES ALLOWED.

GRADING CONSTRUCTION NOTES

1. PRIOR TO COMMENCING SITE GRADING OR FOUNDATION EXCAVATIONS, ALL BUILDING AREAS AND FILL AREAS SHOULD BE STRIPPED OF ALL DEBRIS, VEGETATION, AND UNDOCUMENTED FILL.
2. FILL PLACED TO DEVELOP BUILDING PADS SITE GRADING SHOULD MEET THE REQUIREMENTS FOR GENERAL FILL. GENERAL FILL USED FOR SITE GRADING MAY BE OBTAINED FROM ON-SITE EXCAVATIONS OR APPROVED BORROW SOURCES. GENERAL FILL SHALL CLASSIFY ACCORDING TO ASTM D2487 AS GW, GP, GC, GM, SW, SP, SC, SM, ML, CL (OR COMBINATIONS OF THESE SUCH AS SP-SM) MATERIALS. IN ADDITION, THE GENERAL FILL MATERIAL SHALL HAVE A MAXIMUM PARTICLE SIZE LESS THAN 4 INCHES AND SHALL BE FREE OF EXCESS MOISTURE, ORGANIC MATTER AND DEBRIS.
3. MATERIALS THAT ARE FROZEN, CONTAMINATED, CONTAIN EXCESS MOISTURE, ORGANIC MATTER (SUCH AS STRIPPING OR ROOTS), TRASH, DEBRIS, STONES LARGER THAN 4 INCHES, OR THAT CLASSIFY BY ASTM D2487 AS CH, MH, PT, OL, AND ARE NOT SUITABLE FOR GENERAL FILL.
4. AFTER THE REMOVAL OF ALL VEGETATION AND PRIOR TO ANY PLACEMENT OF GENERAL FILL, THE EXPOSED SUBGRADE SHOULD BE UNIFORMLY SCARIFIED TO A MINIMUM DEPTH OF 8 INCHES, MOISTURE-CONDITIONED AS NECESSARY, AND COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698.
5. AFTER SITE PREPARATION IS COMPLETED, GENERAL FILL SHOULD BE PLACED IN 8-INCH MAXIMUM LOOSE HORIZONTAL LIFTS AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 - STAND PROCTOR COMPACTION TEST. EACH LIFT AT EACH BUILDING PAD SHOULD BE DOCUMENTED FOR DENSITY.
6. GENERAL FILL PLACED WITHIN ROADWAY EMBANKMENTS SHOULD BE PLACED IN 8 INCH MAXIMUM LOOSE HORIZONTAL LIFTS AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE ASTM D698 - STANDARD PROCTOR COMPACTION TEST.
7. ALL EXISTING IRRIGATION DITCHES, TEST PITS, FOUNDATIONS, AND DRAIN FIELDS SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPWC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPWC SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.

UTILITY CONSTRUCTION NOTES

ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLANS.

THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.

1. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
2. IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
3. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
4. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
5. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

Water, sewer, and lot grading plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: _____
Paul A Stevens, P.E.
Kuna City Engineer

Date: 2 March 20

NORTH

1 OVERALL GRADING AND UTILITY PLAN
SCALE: 1" = 50' - 0" HORIZONTAL

75 50 25 0 50 100
HORIZONTAL SCALE IN FEET

CIVIL INNOVATIONS, PLLC
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BOISE, ID 83712
PHONE: (208) 884-3181
www.civilinnovations.com

PROFESSIONAL ENGINEER
REGISTERED
10062
3/02/2020
STATE OF IDAHO
BENJAMIN P THOMAS

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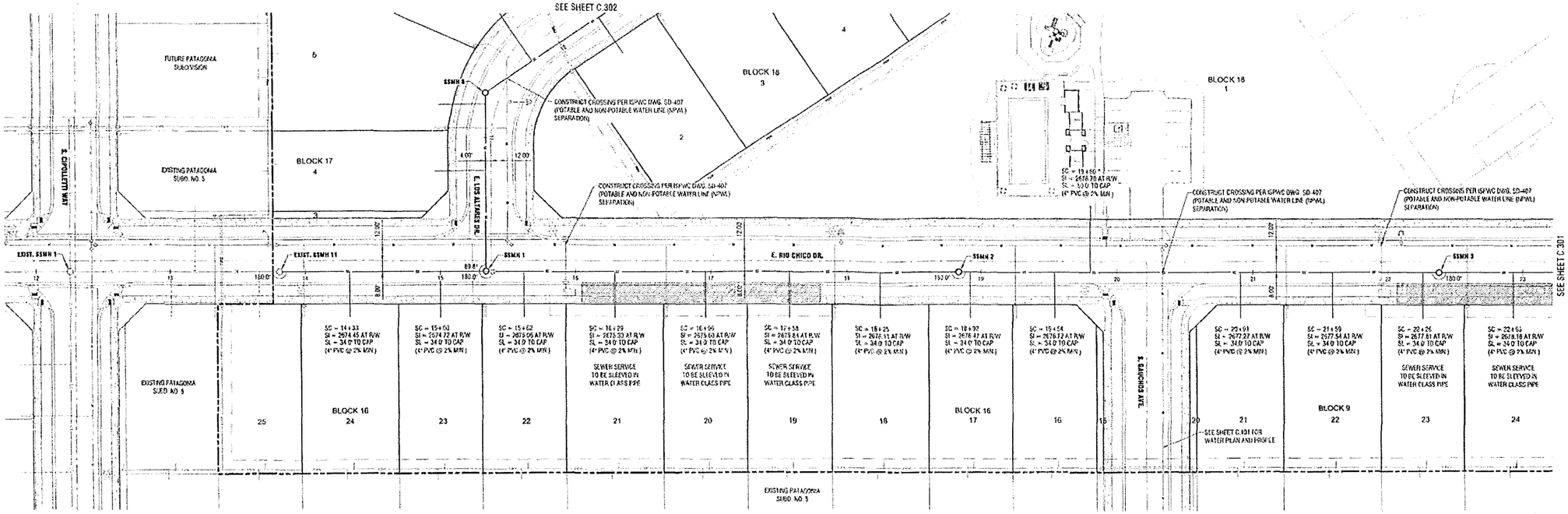
NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

OVERALL GRADING AND UTILITY PLAN

PROJECT NO	19-011-PAT
DWG FILE	C.202
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	03/02/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.202
SHEET 5 OF 15

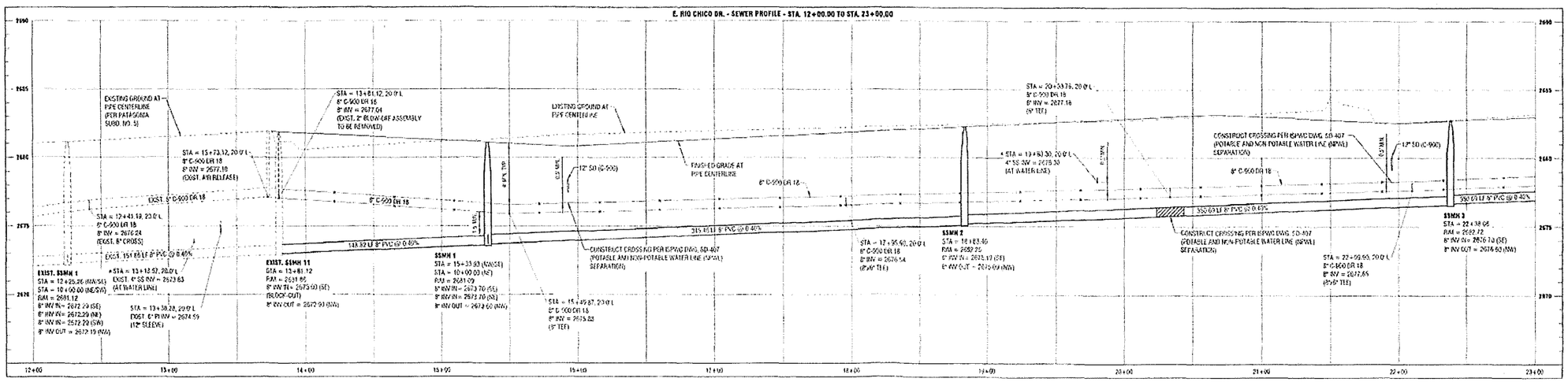


NORTH

1 SEWER PLAN AND PROFILE
SCALE: 1" = 40' - 0" HORIZONTAL AND VERTICAL 1" = 4' - 0"

SEWER SERVICE LINE NOTES

- POTABLE/NON-POTABLE CROSSING: WHEN 10 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION REQUIREMENTS PER ISPWC STANDARD DRAWING SD-407 SEWER SERVICE LINES WITHIN 5 YEARS OF NPWL SEPARATION SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS PER ISPWC STANDARD DRAWING SD-407.



HORIZONTAL SCALE IN FEET
VERTICAL SCALE IN FEET

Water, sewer, and irrigation plans are approved for construction. The designer/entered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

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

Date: [illegible]

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD. STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civilinnovations.com

PROFESSIONAL ENGINEER REGISTERED 10062 STATE OF IDAHO BENJAMIN P. THOMAS 03/02/20

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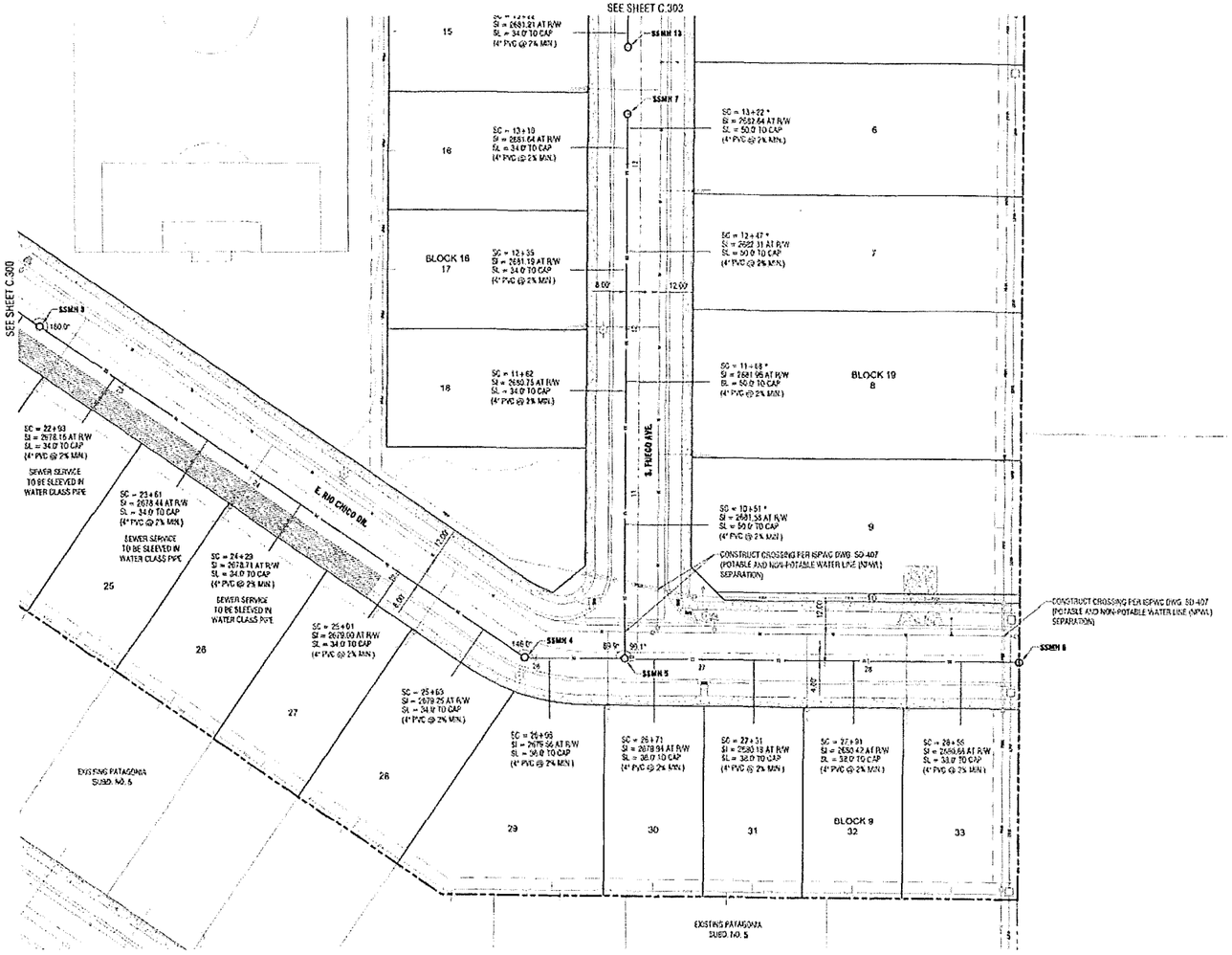
NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

SEWER PLAN AND PROFILE

PROJECT NO	19-0911-PAT
DWG FILE	C.300
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	03/02/20
HORIZ SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.300
SHEET 6 OF 15



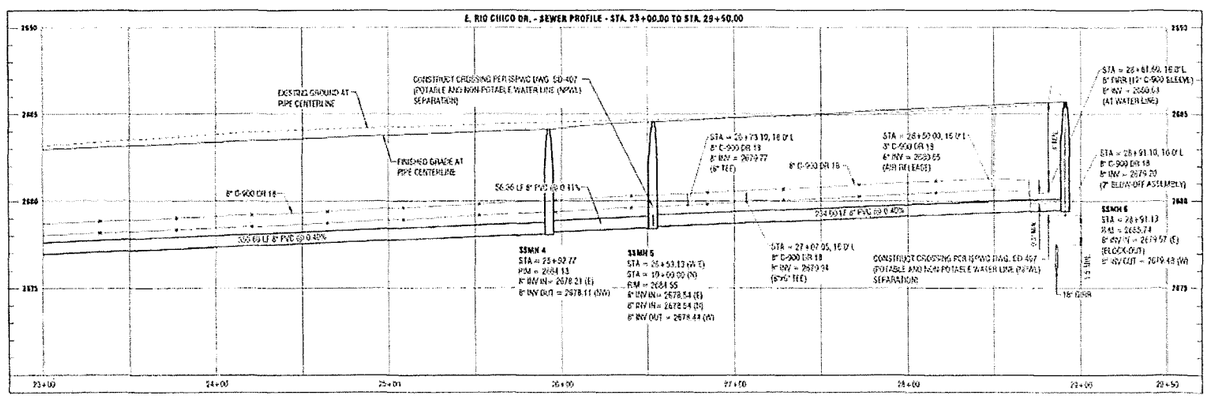
NORTH

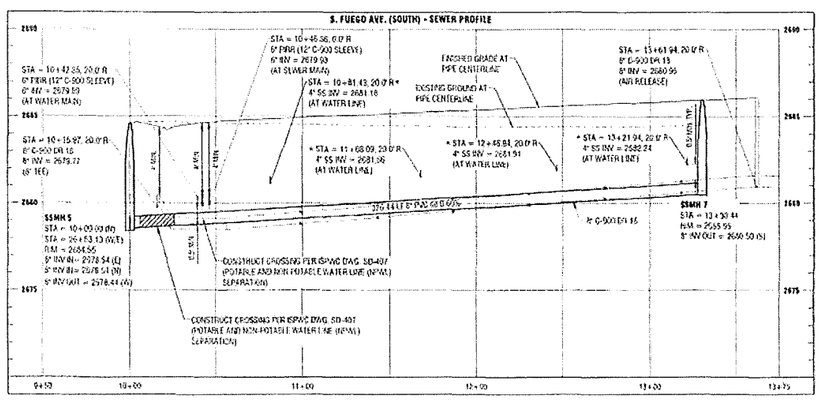
1 SEWER PLAN AND PROFILES
SCALE: 1" = 40' - 0" HORIZONTAL AND VERTICAL 1" = 4' - 0"

SEWER SERVICE LINE NOTES

* POTABLE/NON-POTABLE CROSSING: REFER TO POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION REQUIREMENTS PER ISPWC STANDARD SD-407. SEWER SERVICE LINES WITH LESS THAN 18 INCHES VERTICAL SEPARATION SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS PER ISPWC STANDARD DRAWING SD-407.

40 20 0 40 80
HORIZONTAL SCALE IN FEET
4 2 0 4 8
VERTICAL SCALE IN FEET





Water, sewer, and irrigation plans are approved for construction. The design engineer's professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

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

Date: 2 MARCH 20

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD. STE 101
BOISE, ID 83712
PHONE: (208) 984-9181
www.civilinnovations.com

PROFESSIONAL ENGINEER REGISTERED 10862 STATE OF IDAHO BENJAMIN P. THOMAS 03/02/2020

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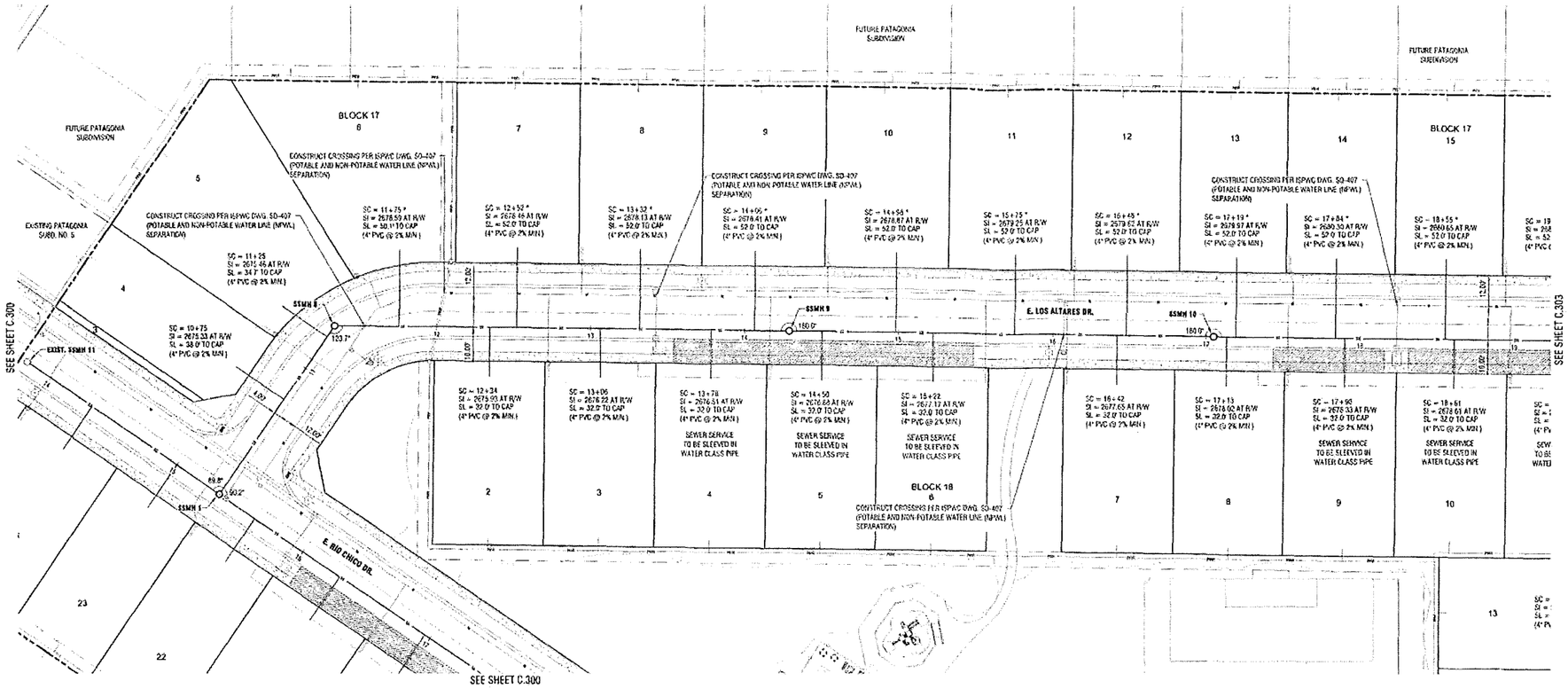
NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

SEWER PLAN AND PROFILES

PROJECT NO.	19-0911-PAT
DWG FILE	C.301
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	03/02/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.301
SHEET 7 OF 15



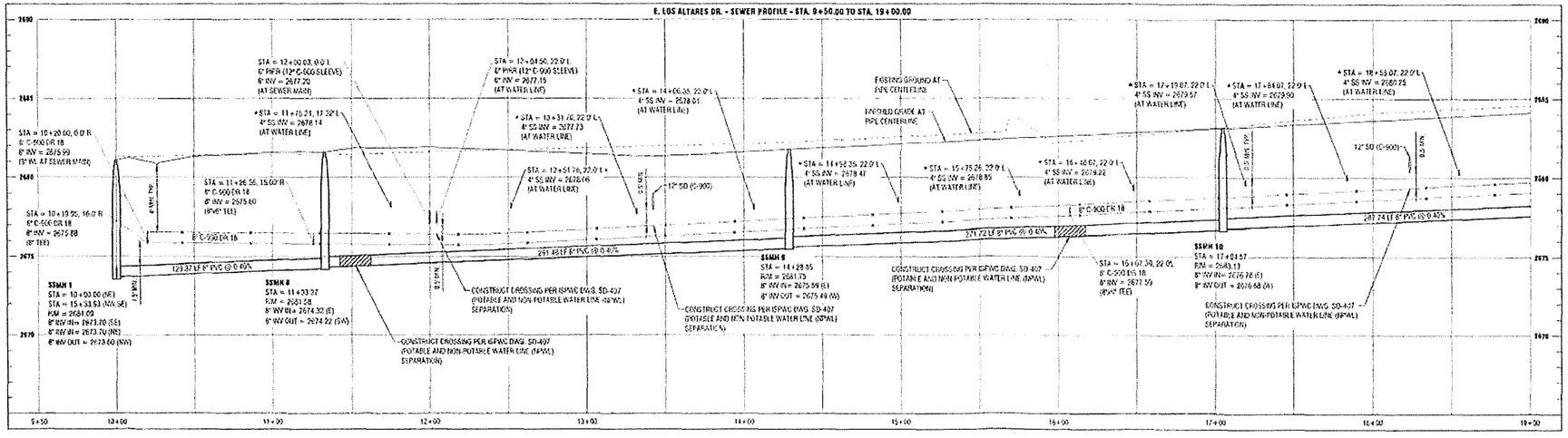
1 SEWER PLAN AND PROFILE
SCALE: 1" = 40' - 0" HORIZONTAL AND VERTICAL 1" = 4' - 0"

SEWER SERVICE LINE NOTES

* POTABLE/NON-POTABLE CROSSING: REFER TO POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION REQUIREMENTS PER ISPWC STANDARD DRAWING SD-407. SEWER SERVICE LINES WITH LESS THAN 18 INCHES VERTICAL SEPARATION SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS PER ISPWC STANDARD DRAWING SD-407.

HORIZONTAL SCALE IN FEET

VERTICAL SCALE IN FEET



CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD. STE 101
BOISE, ID 83712
PHONE: (208) 994-8181
www.civilinnovations.com

PROFESSIONAL ENGINEER
REGISTERED
10062
STATE OF IDAHO
09/02/20
BENJAMIN P. THOMAS

NO	DESCRIPTION	BY	DATE
	ISSUED FOR PRELIMINARY PLAT	BT	03/02/20

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PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

SEWER PLAN AND PROFILE

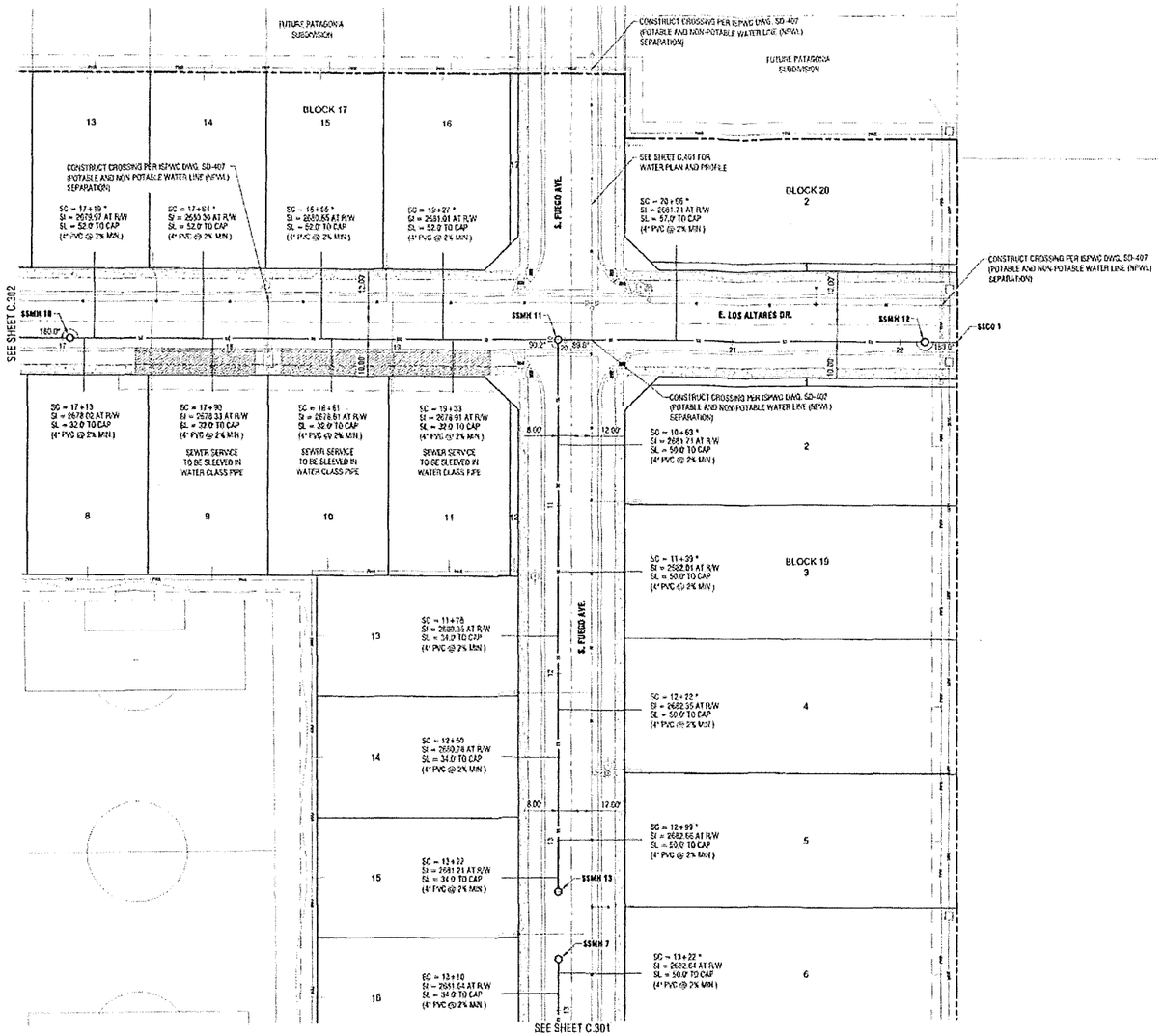
Water, sewer, and irrigation plans are approved for construction. The design reviewed professional engineer's responsibilities and obligations listed in IDAPA 16.01.02 remain in effect.

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

Date: 2 March 20

PROJECT NO.	19-0911-FP&I
DWG FILE	C.302
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	03/02/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.302
SHEET 8 OF 15



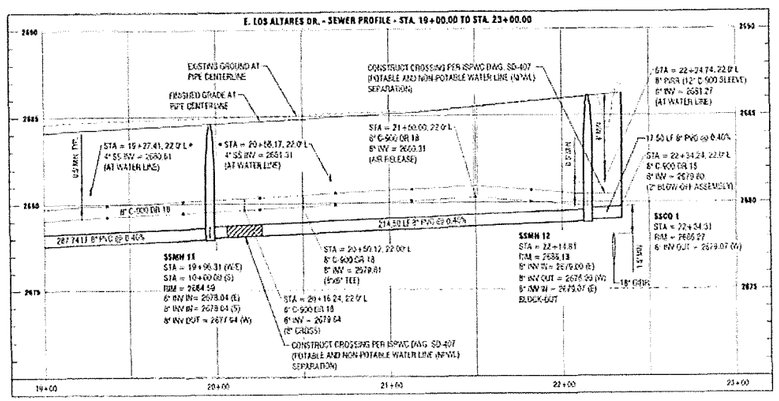
NORTH

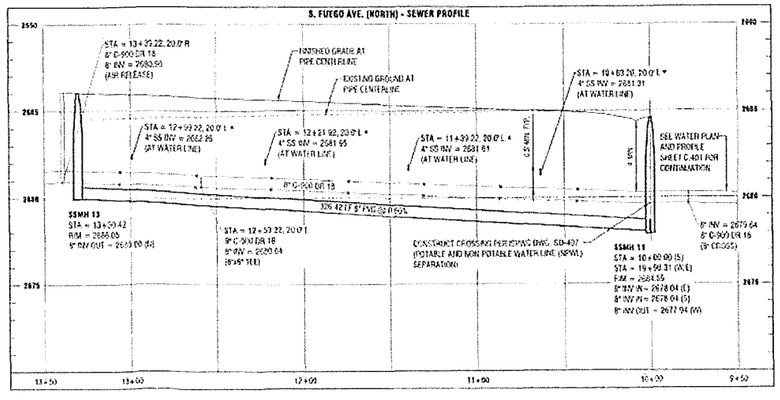
1 SEWER PLAN AND PROFILES
SCALE: 1" = 40' - 0" HORIZONTAL AND VERTICAL 1" = 4' - 0"

SEWER SERVICE LINE NOTES

* POTABLE/NON POTABLE CROSSING: REFER TO POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION REQUIREMENTS PER ISPWC STANDARD DRAWING SD-407. SEWER SERVICE LINES WITH LESS THAN 18 INCHES VERTICAL SEPARATION SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS PER ISPWC STANDARD DRAWING SD-404

HORIZONTAL SCALE IN FEET
VERTICAL SCALE IN FEET





When sheet and revision dates are approved for construction, the design engineer and professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: _____
Paul A. Stevens, P.E.
Kuna City Engineer

Date: _____

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civil-innovations.com

BENJAMIN P. THOMAS — 10062 — REGISTERED PROFESSIONAL ENGINEER — 03/02/2020 — STATE OF IDAHO

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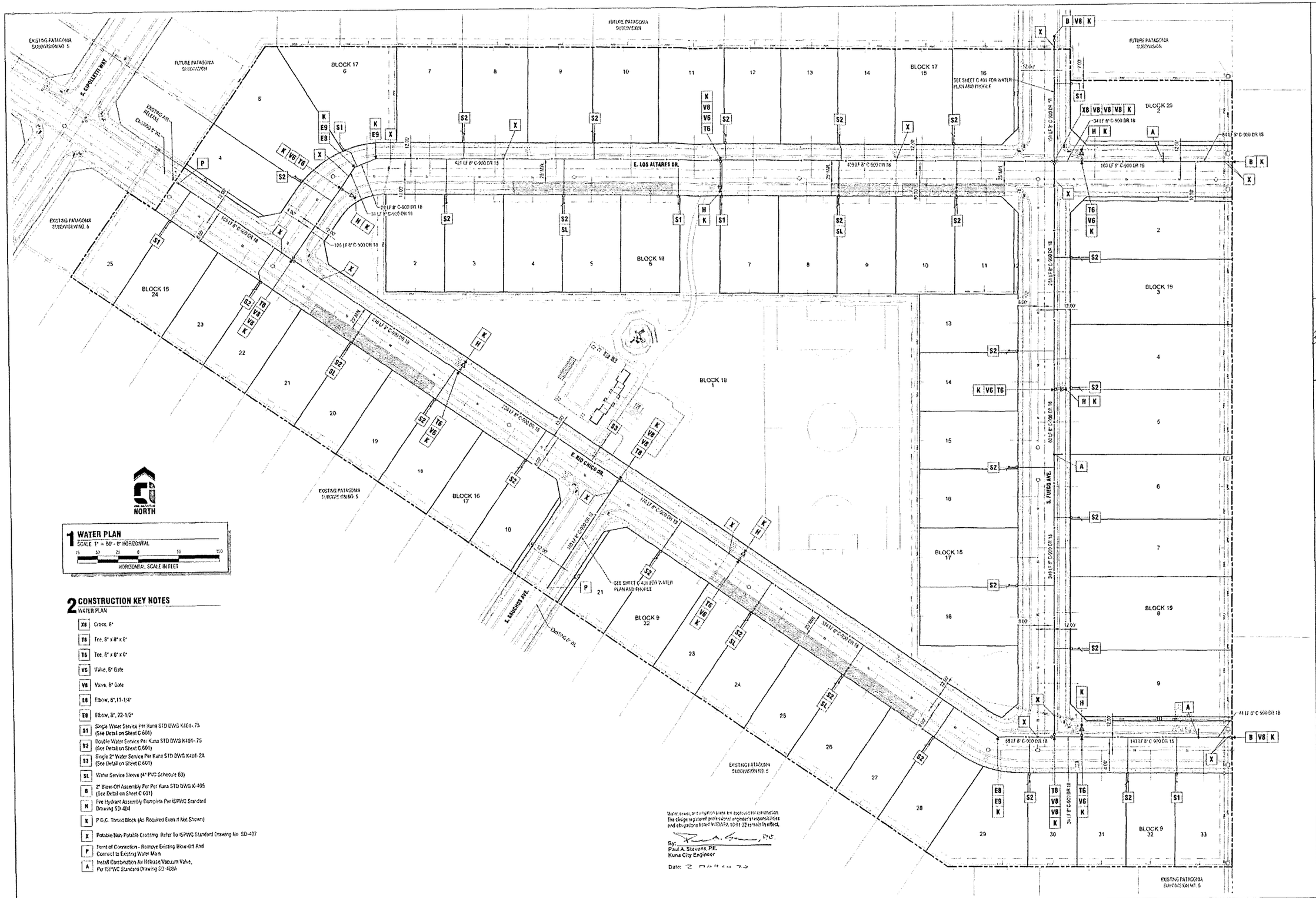
NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

SEWER PLAN AND PROFILES

PROJECT NO.	19-0911-PAT
TARGET FILE	C.303
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
RELEASE DATE	03/02/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.303
SHEET 9 OF 15



1 WATER PLAN
SCALE 1" = 50' - 0" HORIZONTAL

25 0 25 50 100
HORIZONTAL SCALE IN FEET

2 CONSTRUCTION KEY NOTES
WATER PLAN

X8	Cross, 8"
T8	Tee, 8" x 8" x 8"
T6	Tee, 8" x 8" x 6"
V6	Valve, 6" Gate
V8	Valve, 8" Gate
E8	Elbow, 8", 11-1/4"
E9	Elbow, 8", 22-1/2"
S1	Single Water Service Per Kuna STD DWG K401-7S (See Detail on Sheet C 601)
S2	Double Water Service Per Kuna STD DWG K401-7S (See Detail on Sheet C 601)
S3	Single 2" Water Service Per Kuna STD DWG K401-2A (See Detail on Sheet C 601)
SL	Water Service Sleeve (4" PVC Schedule 80)
B	2" Blow-Off Assembly Per Per Kuna STD DWG K-405 (See Detail on Sheet C 601)
H	Fire Hydrant Assembly Complete Per ISPWC Standard Drawing SD-404
K	P.O.C. Thrust Block (As Required Even If Not Shown)
X	Potable/Non Potable Crossing. Refer To ISPWC Standard Drawing No. SD-407
P	Point of Connection - Remove Existing Blow-Off And Connect to Existing Water Main
A	Install Combination Air Release/Vacuum Valve, Per ISPWC Standard Drawing SD-408A

Water, sewer, and irrigation plans are approved for construction. The design represented professional engineer's assumptions, duties and obligations listed in IDAPA 10.01.02 remain in effect.

By: _____
Paul A. Stevens, PE
Kuna City Engineer

Date: 2-24-20

CIVIL INNOVATIONS, PLLC
1040 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 994-8181
www.civil-innovations.com

BENJAMIN T. THOMAS — PROFESSIONAL ENGINEER — REGISTERED — 10062 — 03/02/2020 — STATE OF IDAHO

THESE DRAWINGS, OR ANY PORTION OR ESTIMATES THEREOF, SHALL NOT BE USED BY ANY PERSON OR ENTITY FOR ANY PROJECT WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

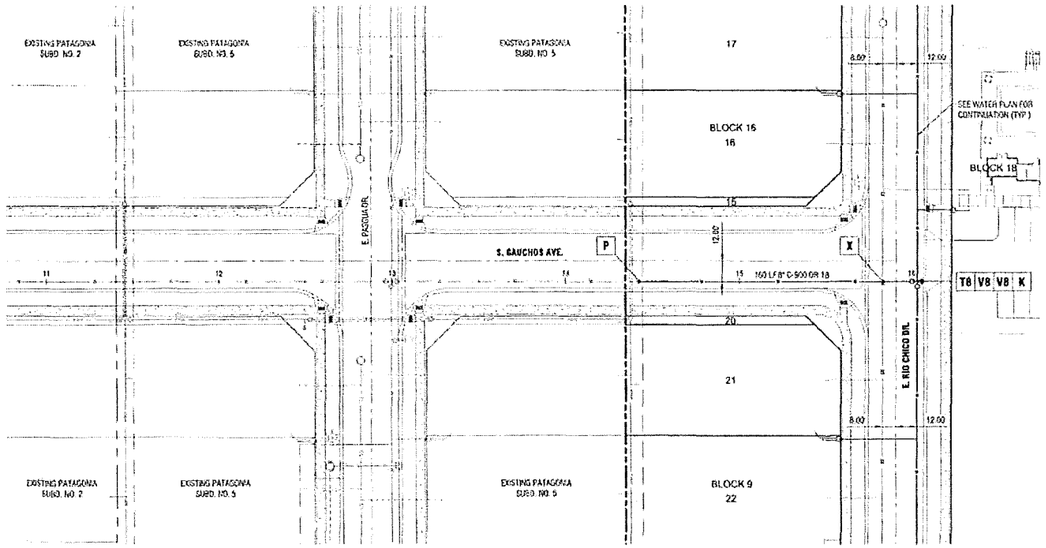
NO.	DATE	DESCRIPTION

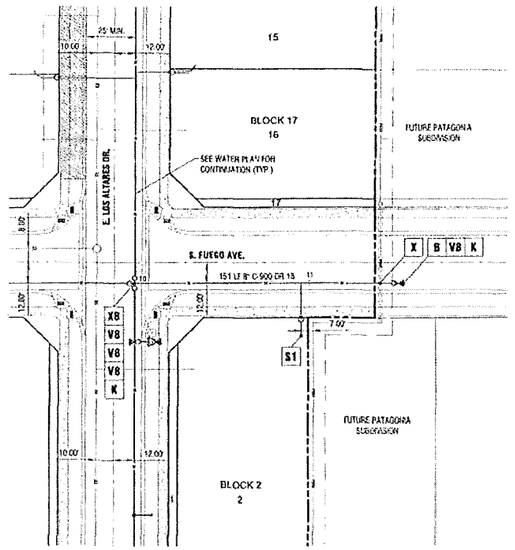
PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

WATER PLAN

PROJECT NO.	19-011 PAT
DWG FILE	C-400
DESIGNED BY	RT
DRAWN BY	JYA
CHECKED BY	BT
ISSUE DATE	02/02/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.400
SHEET 10 OF 15



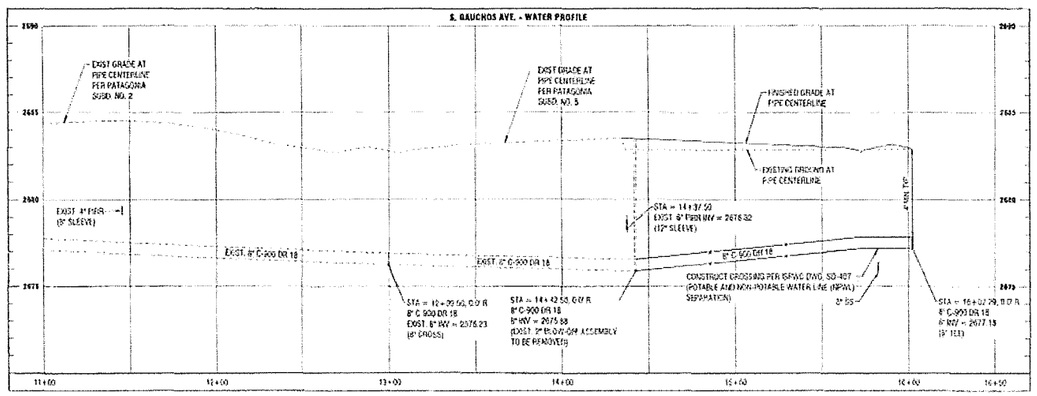


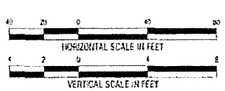
3 CONSTRUCTION KEY NOTES
WATER PLAN

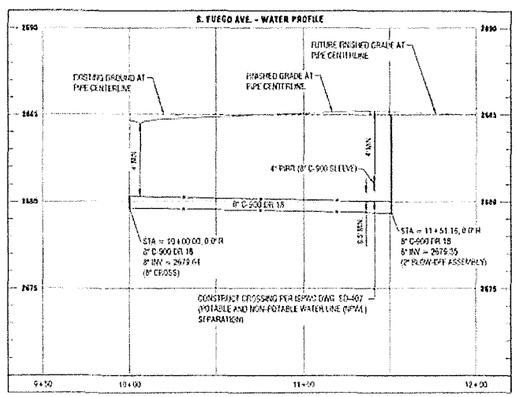
X8	Cross, 8"
T8	Tee, 6" x 8" x 8"
V8	Valve, 8" Gate
S1	Single Water Service Per Kuna STD DWG K401-.75 (See Detail on Sheet C.601)
B	2" Blow-Off Assembly Per Per Kuna STD DWG K-405 (See Detail on Sheet C.601)
K	P.O.C. Thrust Block (As Required Even If Not Shown)
X	Potable/Non-Potable Crossing. Refer To ISPWC Standard Drawing No. SD-407
P	Point of Connection - Remove Existing Blow-Off And Connect to Existing Water Main

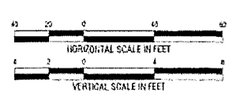
1 WATER PLAN AND PROFILE
SCALE: 1" = 40' - 0" HORIZONTAL AND VERTICAL 1" = 4' - 0"

2 WATER PLAN AND PROFILE
SCALE: 1" = 40' - 0" HORIZONTAL AND VERTICAL 1" = 4' - 0"









Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: _____
Paul A. Stevens, PE
Kuna City Engineer

Date: _____

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD. STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civil-innovations.com

PROFESSIONAL ENGINEER REGISTERED 10662 STATE OF IDAHO BENJAMIN P. THOMAS 12/31/2020

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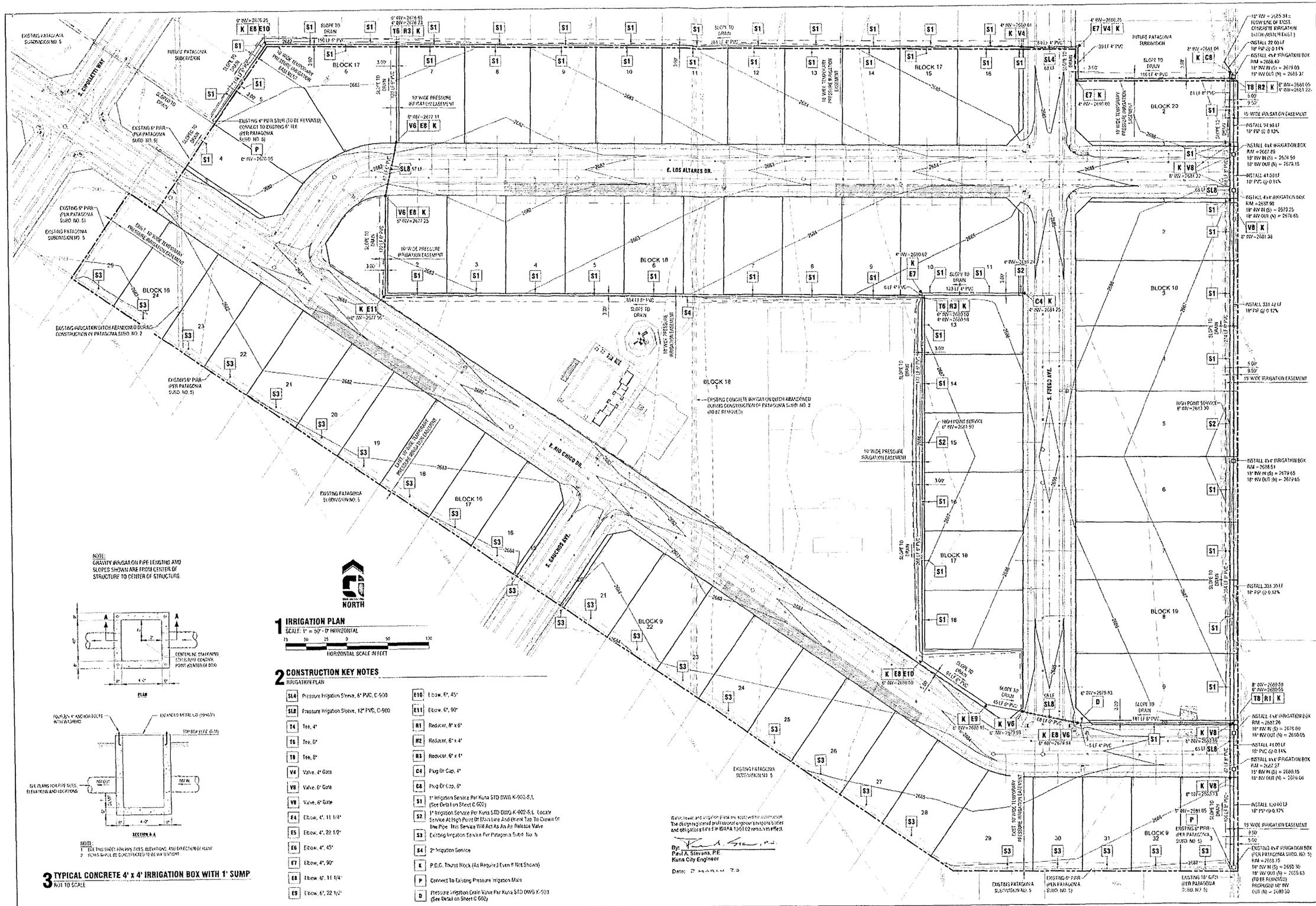
NO.	DESCRIPTION	DATE	BY
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

WATER PLAN AND PROFILES

PROJECT NO.	19-0511-PA7
DWG FILE	C.401
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	03/02/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.401
SHEET 11 OF 15



NOTE:
GRAVITY IRRIGATION PIPE LENGTHS AND SLOPES SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

NORTH

1 IRRIGATION PLAN
SCALE: 1" = 50'-0" HORIZONTAL

75 50 25 0 50 100
HORIZONTAL SCALE IN FEET

2 CONSTRUCTION KEY NOTES
IRRIGATION PLAN

SL4	Pressure Irrigation Sleeve, 6" PVC, C-900	E10	Elbow, 6", 45°
SL8	Pressure Irrigation Sleeve, 12" PVC, C-900	E11	Elbow, 6", 90°
T4	Tee, 4"	R1	Reducer, 8" x 6"
T6	Tee, 6"	R2	Reducer, 6" x 4"
T8	Tee, 8"	R3	Reducer, 6" x 4"
V4	Valve, 4" Gate	C4	Plug Or Cap, 4"
V8	Valve, 6" Gate	C6	Plug Or Cap, 6"
V8	Valve, 6" Gate	S1	1" Irrigation Service Per Kuna STD DWG K-602-S,L (See Detail on Sheet C 602)
E4	Elbow, 4", 11 1/4°	S2	1" Irrigation Service Per Kuna STD DWG K-602-S,L Locate Service At High Point Of Main Line And Orient Tap To Down Or The Pipe. This Service Will Act As An Air Release Valve
E5	Elbow, 4", 22 1/2°	S3	Existing Irrigation Service Per Patagonia Subd. No. 5
E6	Elbow, 4", 45°	S4	2" Irrigation Service
E7	Elbow, 4", 90°	K	P.I.V.C. Thrust Block (As Required Even If Not Shown)
E8	Elbow, 6", 11 1/4°	P	Connect To Existing Pressure Irrigation Main
E9	Elbow, 6", 22 1/2°	D	Pressure Irrigation Drain Valve Per Kuna STD DWG K-603 (See Detail on Sheet C 602)

NOTE:
1. SEE THIS SHEET FOR PIPE SIZES, ELEVATIONS, AND DIRECTION OF FLOW.
2. BOXES SHALL BE CONSTRUCTED TO BE WATERTIGHT.

3 TYPICAL CONCRETE 4' x 4' IRRIGATION BOX WITH 1' SUMP
NOT TO SCALE

Water, sewer, and irrigation plans are approved for construction. The designated stamp professional engineer's responsibilities and obligations stated in IDAPA 10.01.02 remain in effect.

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

Date: [illegible]

CIVIL INNOVATIONS, PLLC
1040 E. PARK BLVD, STE 101
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www.civil-innovations.com

PROFESSIONAL ENGINEER
REGISTERED
10062
STATE OF IDAHO
BENJAMIN P. THOMAS
12/31/2020

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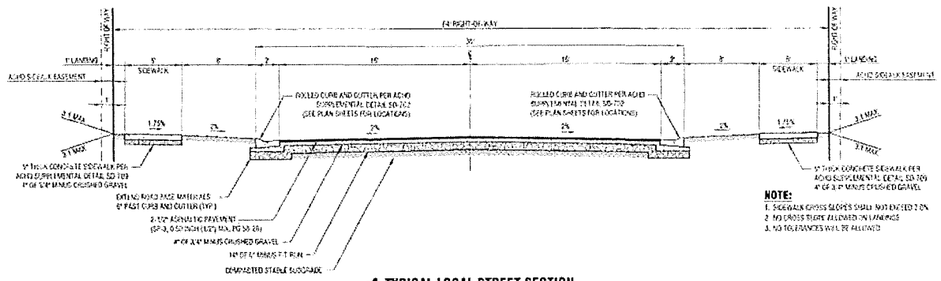
NO	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

IRRIGATION PLAN

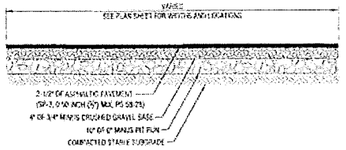
PROJECT NO	19-011-PA2
DWG FILE	C-500
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	01/02/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.500
SHEET 12 OF 15

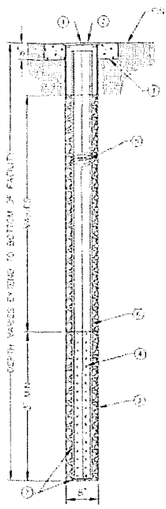


NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TIE FENCES WILL BE ALLOWED

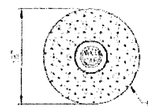
1 TYPICAL LOCAL STREET SECTION
NOT TO SCALE



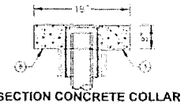
2 ASPHALT TURN-AROUND SECTION
NOT TO SCALE



SECTION
N.T.S.



PLAN CONCRETE COLLAR
N.T.S.



SECTION CONCRETE COLLAR
N.T.S.

2017 ACHD REVISION

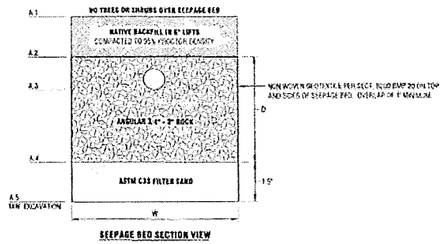
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)	GROUNDWATER OBSERVATION WELL	STANDARD DRAWING SD 627 1 OF 2

LEGEND:
1. WELL COVER, 8" DIA. WATERTIGHT GALVANIZED STEEL BOLT DOWN COVER AND CANISTER
2. 2 CA X 8 BOLT LID WITH 5/16" HEAD AND 5/8" THREADS, GASKETED
3. CONCRETE (COLLAR), CLASS 3000 (SEE ACHD SECTION 703)
4. 3/8" DIA HOLES OR SLOTS CUT INTO PIPE AT 3" ON CENTER
5. TRACER WIRE SHALL BE PLACED ON OUTSIDE OF PVC PIPE, MINIMUM 18 GAUGE, INSULATED, SINGLE-CONDUCTOR COPPER WIRE, INSULATION COLOR SHALL BE GREEN WITH THREE 6" STRIPES ON CONDUIT
6. PIPE SHALL BE PERFORATED PVC, ASTM D-3035, SDR 35. WELLS DRILLED IN A PIT REQUIRE 6" PIPE. DRILLED WELLS MAY USE 4" PIPE
7. NONWOVEN FILTER FABRIC AROUND OPENINGS AND BOTTOM, FABRIC OVER CHIPS/ENTIRE HOLE
8. POLYPROPYLENE FIBER REINFORCEMENT AT 1 1/2 LBS/CY
9. BACKFILL MATERIAL TO MATCH STORAGE MEDIA FOR OBSERVATION WELLS LOCATED WITHIN A BMP FACILITY. USE PIPE BEDDING CHIPS FOR OBSERVATION WELLS LOCATED OUTSIDE BMP FACILITIES

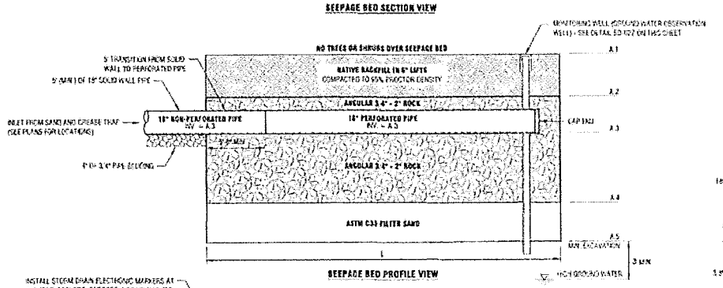
NOTES:
1. GROUNDWATER OBSERVATION WELLS ARE FOR MEASUREMENT OF GROUNDWATER LEVELS WITHIN OR NEAR STORM DRAINAGE FACILITIES
2. THIS DETAIL IS FOR WELLS INSTALLED BY DRILLING OR BY EXCAVATED PITS
3. LOCATION OF GROUNDWATER OBSERVATION WELLS SHALL BE APPROVED BY ACHD
4. OBSERVATION WELLS NOT ALLOWED IN CURB OR VALLEY GUTTER SECTION

2017 ACHD REVISION

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)	GROUNDWATER OBSERVATION WELL	STANDARD DRAWING SD-627 2 OF 2



SEEPAGE BED SECTION VIEW

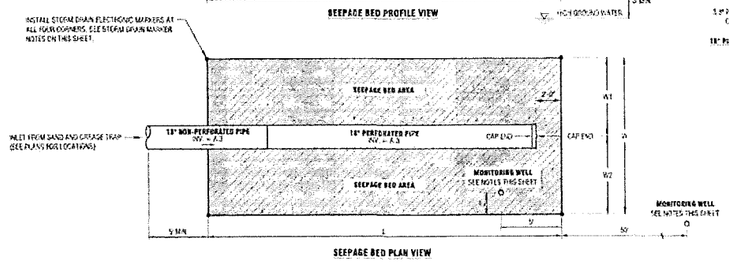


SEEPAGE BED PROFILE VIEW



5.0" PERFORATIONS IN VALLEYS OF CORRUGATED PIPE, STA.

18" PIPE PERFORATION SCHEDULE



SEEPAGE BED PLAN VIEW

SEEPAGE BED TABLE

SEEPAGE BED NO.	A.1 (CONSTRUCTION)	A.2	A.3	A.4	A.5	L (FEET)	W (FEET)	D (FEET)	W1 (FEET)	W2 (FEET)
1	2680.84	2678.50	2672.80	2672.10	2670.60	176.0'	15.0'	6.4'	7.5'	7.5'
2	2682.59	2680.20	2675.20	2674.20	2672.70	287.0'	15.0'	6.0'	7.5'	7.5'
3	2681.11	2679.00	2674.00	2673.00	2671.50	195.0'	15.0'	6.0'	7.5'	7.5'
4A	2683.42	2681.05	2675.89	2674.75	2673.25	72.0'	15.0'	6.3'	9.5	5.5'
4B	2683.85	2681.05	2675.89	2674.75	2673.25	125.0'	15.0'	6.3'	5.5'	9.5'

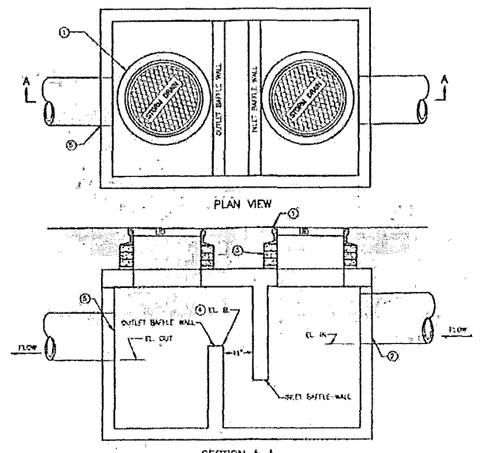
SEEPAGE BED DESIGN NOTES:
1. SOILS AND GROUNDWATER INFORMATION PROVIDED BY ASSOCIATED EARTH SCIENCES, INC. REPORTS DATED JUNE 6, 2020. GROUNDWATER WAS NOT ENCOUNTERED IN ANY TEST PITS OR OBSERVATION WELLS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF GROUNDWATER IS ENCOUNTERED WITHIN 5 FEET OF THE BOTTOM OF THE DESIGN ELEVATIONS FOR ANY INFILTRATION FACILITY.
2. DESIGN INFILTRATION RATE IS 1.5 INCHES PER HOUR.
3. CONTRACTOR TO HAVE A PERCOLATION TEST PERFORMED BY A SOILS ENGINEER AFTER SEEPAGE TRENCHES FULLY EXCAVATED. IF THE TEST RESULTS LESS THAN THE DESIGN INFILTRATION RATE, CONTRACTOR MAY NEED TO BLAST OR ROTO TO CREATE A CONDUIT FOR ENHANCED DRAINAGE OR HAVE THE SYSTEM REDESIGNED TO ACHIEVE THE REQUIRED INFILTRATION RATE. PERCOLATION TEST TO BE WITNESSED BY ACHD INSPECTION STAFF.
4. 100-YEAR DESIGN STORM RUNOFF VOLUME:
   SEEPAGE BED NO. 1: REQUIRED STORAGE VOLUME = 6,759 C.F.
   SEEPAGE BED NO. 2: REQUIRED STORAGE VOLUME = 10,315 C.F.
   SEEPAGE BED NO. 3: REQUIRED STORAGE VOLUME = 7,504 C.F.
   SEEPAGE BED NO. 4A & 4B: REQUIRED STORAGE VOLUME = 7,453 C.F.

SEEPAGE BED CONSTRUCTION NOTES:
1. CONTACT DESIGN ENGINEER FOR SEEPAGE BED INSPECTION AT END AND NOTIFY IN WRITING AT LEAST TWO WORKING DAYS PRIOR TO BACKFILLING.
2. ALL VAULTS, MANHOLES, AND SAND & GREASE TRAPS SHALL BE H20-44 OR GREATER LOAD RATED.
3. WEEP TOP AND SIDES OF SEEPAGE BED WITH NON-WOVEN GEOTEXTILE FABRIC.
4. ALL GEOTEXTILE SEAMS SHALL OVERLAP 1 FOOT MINIMUM.
5. ANY SEDIMENT ENTERING BED DURING SEEPAGE BED CONSTRUCTION SHALL BE FLUSHED.
6. SEEPAGE BED WIDTH SHALL REMAIN CONSTANT.
7. SEE DETAIL FOR SAND & GREASE TRAP DETAILS.
8. FOR SEEPAGE BEDS IN THE PUBLIC RIGHT-OF-WAY:
   A) A MINIMUM OF 4 FT COVER FROM TOP OF PIPE TO ROAD SUBGRADE IS REQUIRED.
   B) BACKFILL OVER BED TO SUBGRADE WITH 6" MINUS PIT RUN GRAVEL.
   C) WOVEN GEOTEXTILE (DC-4) REQUIRED OVER TOP OF BED.
   D) IF LESS THAN 4 FT OF COVER FROM TOP OF BED TO SUBGRADE, ANGULAR 3/4" TO 2" ROCK IS REQUIRED WITH MINIMUM SIX (6) ANGULAR FRACTURED FACE IN PLACE OF 6" DRAIN ROCK.
   E) FULL DEPTH TRENCH SECTION IS REQUIRED OVER SEEPAGE BEDS. SEEPAGE BEDS SHALL NOT EXTEND ABOVE SUBGRADE.
9. FOR SEEPAGE BEDS OUTSIDE THE PUBLIC RIGHT-OF-WAY, A MINIMUM OF 1.5 FT COVER FROM TOP OF BED TO FINISHED GRADE IS REQUIRED.

STORM DRAIN MARKER NOTES:
1. STORM DRAIN ELECTRONIC MARKERS SHALL BE INSTALLED AT ALL FOUR CORNERS OF THE SEEPAGE BEDS.
2. CONTRACTOR SHALL COORDINATE WITH ACHD INSPECTION PLACEMENT OF MARKERS DURING CONSTRUCTION AND PRIOR TO PAVING.

MONITORING WELL NOTES:
1. THE MONITORING WELL LOCATED OUTSIDE OF THE SEEPAGE BED SHALL EXTEND A MINIMUM OF 1 FOOT BELOW THE BOTTOM OF THE SEEPAGE BED AND SHALL BE INSTALLED WITHIN THE PROPOSED SUCKANA A MINIMUM OF 50 FEET THE END OF SEEPAGE BED. SEE ACHD STANDARD METAL DRAWING DETAIL SD-627 ON THIS SHEET.

3 SEEPAGE BED NOS. 1-4 DETAIL
NOT TO SCALE



NOTES
A. DESIGN LOAD: AASHTO HS-25 HIGHWAY LOADING.
B. ALL REINFORCING STEEL SHALL BE GRADE 60.
C. DETAILED DRAWING OF A PRECAST BOX OR A POURED IN PLACE BOX DESIGN MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
D. HEIGHT OF OUTLET BAFFLE WALL AND LENGTH OF INLET BAFFLE WALL DETERMINED BY TANK CAPACITY AND FLOW RATE, PER MANUFACTURER.
E. BEFORE THESE BOXES ARE SOLD THE APPLICATION MUST BE APPROVED BY THE ENGINEER.
F. MANHOLE FRAME, COLLAR AND COVER SHALL BE PER SD-616 AND SD-617.
G. PROVIDE STEPS WHEN THE DISTANCE FROM TOP OF MANHOLE FRAME TO TOP OF BOX EXCEEDS 24".

LEGEND
1. MANHOLE FRAME AND COVER PER SD-616 (SHEET 1 OF 2)
2. LOCATION AND FLOW LINE ELEV. PER DESIGN PLANS (TYPICAL).
3. RC-127 USE GRADE RINGS (TYPICAL). 12"x4" 24" WIDE 24" DIA. RCP INSIDE 24"x4" 120° USE MANHOLE CONE AND 48" DIA. RISERS.
4. EL. IN = EL. IN PIPE 4" MIN. EL. OUT = EL. IN BY MAX. OF 0.25' UNLESS OTHERWISE APPROVED BY THE ENGINEER.
5. WATERTIGHT SEAL.
6. PRECAST BOX MANUFACTURER SHALL MARK FLOW DIRECTION AND LABEL PIECE OR OUTLET ON SIDE OF BOX.

2015

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION	SAND AND GREASE TRAP	STANDARD DRAWING NO. SD-624

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: Mitchell Olsen DATE: 2-6-20
ADA COUNTY HIGHWAY DISTRICT

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civil-innovations.com

PROFESSIONAL ENGINEER REGISTERED Benjamin P. Thomas 17062 12-14-20 STATE OF IDAHO BENJAMIN P. THOMAS

THESE DRAWINGS, OR ANY PORTION OR EXTENSION THEREOF, SHALL NOT BE USED OR REPRODUCED ON ANY PROJECT WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

NO	DESCRIPTION	BY	DATE
	PROVISIONS		

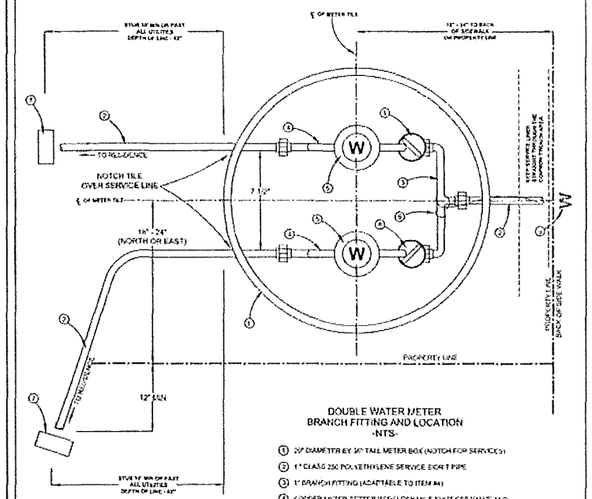
PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

STREET AND STORM DRAIN DETAILS

PROJECT NO	19-0911-PAT
DWG FILE	C.600
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	1/24/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.600
SHEET 13 OF 15

D:\Civil Innovations Projects\2019\19-0911-PAT Patagonia P7\200 - Construction\Drawings\209 - Construction\19-0911-PAT C.600 (Details).dwg



DOUBLE WATER METER
BRANCH FITTING AND LOCATION
-NTS-

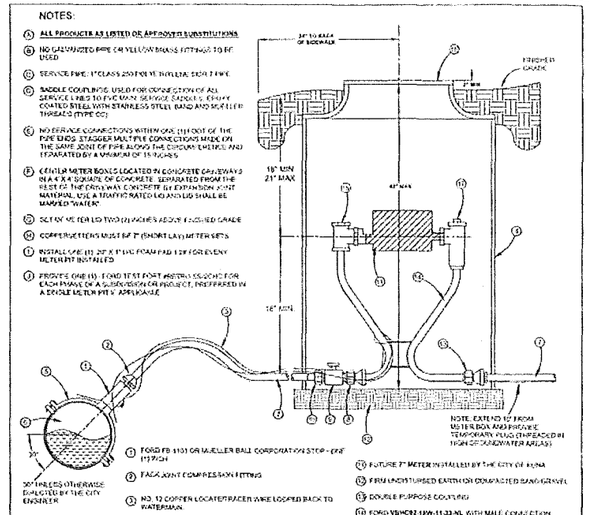
1. 20" DIAMETER BY 30" TALL METER BOX (NOTCH FOR SERVICE)
2. 1" CLASS 250 POLYETHYLENE SERVICE (DR 7 PIPE
3. 1" BRANCH FITTING (ADAPTABLE TO ITEM #4)
4. COPPER METER SETTER WITH LOCKABLE SHUT OFF VALVE AND ANGLE EQUAL GATE/ANGLE CHECK VALVE PART NUMBER PER APPROPRIATE SERVICE SIZE
5. WATER METER (1" METER TYP.) FURNISHED BY CITY OF KUNA
6. NO. 12 TRACER WIRE LOOPED TO WATERMAIN
7. 2" X 4" MARKING POST PAINTED BLUE
8. FULL OPENING BALL VALVE BASED ON SERVICE SIZE
9. STAMPED "W" ON LID FRONT OF WATER METER PIT

CITY OF KUNA
763 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

WATER SERVICE CONNECTION
WATER METER & PIT LAYOUT
KUNA WATER DETAIL K402

NOTES:

A. ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
B. NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED
C. SERVICE PIPE: 1" CLASS 250 POLYETHYLENE (DR 7 PIPE
D. SADDLE COUPLING: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND SCHEDULE 80 THREADS (TYPE DC)
E. NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE BELL. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES.
F. CENTER METER BOXES LOCATED IN CONCRETE CAL/GRAY 6 SLA 4 X 4 SQUARES OF CONCRETE SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE A TRAFFIC RATED LID AND LID SHALL BE MARKED "WATER"
G. SET OF WE FOR LID TWO (2) INCHES ABOVE FINISHED GRADE
H. COPPER METERS MUST BE 7" (SHORT LAY) METER SETS
I. INSTALL ONE (1) 20" X 1" HD FOAM PAD 1329 FOR EVERY METER PIT INSTALLED
J. PROVIDE ONE (1) - 10 AD 18" ST FOOT HEATING SOLENOID FOR EACH PHASE OF A SUBDIVISION OR PROJECT, PREFERRED IN A DOUBLE METER PITS IF APPLICABLE



1. FORD FB 1101 OR MUELLER BALL CORPORATION STOP - (DR 7 TYP.)
2. PACK JOINT COMPRESSION FITTING
3. NO. 12 COPPER LOCATE/TRACER WIRE LOOPED BACK TO WATERMAIN
4. 20" DIA X 30" DEEP METER BOX (NOTCH FOR SERVICE LINE(S))
5. EPOXY COATED TAPPING SADDLE WITH STAINLESS STEEL BAND
6. WATERMAIN (SIZE VARIES - 6" TYP.)
7. USE 1" DIA. CLASS 250 POLYETHYLENE (DR 7 PIPE (TYP.) NO SPLICING IS ALLOWED
8. SWIVEL IRON PIPE THREAD CONNECTION
9. FULL OPENING 3/4" BALL VALVE
10. PACK JOINT CURB STOP ADAPTER
11. FUTURE 2" METER INSTALLED BY THE CITY OF KUNA
12. FIRM UNDISTURBED EARTH OR COMPACTED SAND/GRAVEL
13. DOUBLE PURPOSE COUPLING
14. FORD VBH082-12W-11-33-NL WITH MALE CONNECTION
15. VALVE PER ITEM #14
16. E&L LD242 CAST IRON LID WITH TWO (2) RECESSED HOLES FOR DUAL SERVICE PITS AND ONE (1) RECESSED HOLE FOR SINGLE SERVICE METER PITS, 15 1/2" OPENING - 11 1/2" PENTAGONAL NUT
17. CARTRIDGE CHECK VALVE FOR BACKFLOW PREVENTION PER ITEM #14

CITY OF KUNA
763 W AVALON AVE
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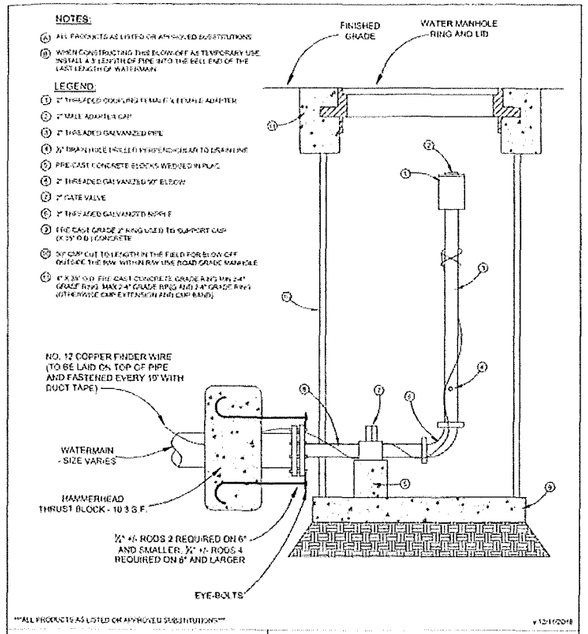
WATER SERVICE CONNECTION
STANDARD ⅝" x ¾" WATER SERVICE
KUNA STD DWG K401-.75

NOTES:

A. ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
B. WHEN CONSTRUCTING THIS BLOW-OFF AS TEMPORARY USE INSTALL A 3' LENGTH OF PIPE INTO THE BELL END OF THE LAST LENGTH OF WATERMAIN.

LEGEND:

1. 2" THREADED COUPLING TO MALE X FEMALE ADAPTER
2. 2" MALE ADAPTER CAP
3. 2" THREADED GALVANIZED PIPE
4. 2" BRASS NOZZLE DRILLED WITH (8) HOLES AS SHOWN
5. PRE-CAST CONCRETE BLOCKS WEDGED IN PLACE
6. 2" THREADED GALVANIZED 90° ELBOW
7. 2" GATE VALVE
8. 2" THREADED GALVANIZED NIPPLE
9. PRE-CAST GRADE 2 RING USED TO SUPPORT CAP (4'-3½" O.D.) CONCRETE
10. 24" CMP CUT TO LENGTH IN THE FIELD FOR BLOW-OFF OUTSIDE THE ROW WITH RIP-RAP AND BOARD SAND MARKER
11. 4'X 3½" O.D. PRE-CAST CONCRETE GRADE RING MIN 24" GRADE RING MAKE 2-24" GRADE RINGS AND 24" GRADE RING WITH RAISE CMP EXTENSION AND CMP BAND)



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

v 12/11/2018

CITY OF KUNA
763 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

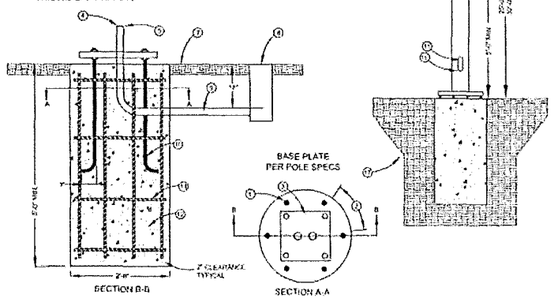
2" BLOW-OFF ASSEMBLY DETAIL
TO BE USED ON MAINS <12" DIA
KUNA STD DWG K-405

LEGEND:

1. 4x4 VERTICAL REBAR
2. 6" LAP
3. ANCHOR BOLT SIZES AND LOCATIONS PER MANUFACTURERS SPECIFICATIONS
4. 4" TO 6" STUBS
5. INSULATED BUSHING REQUIRED WHEN CONDUIT IS USED PER MANUFACTURERS SPECIFICATIONS
6. PER MANUFACTURERS SPECIFICATIONS
7. SIDE WALK LINE OR GRADE LINE
8. J BOX
9. 17" MINIMUM DIAMETER
10. (4) ANCHOR BOLTS WITH DOUBLE NUTS FOR PLUMB AS POLE GALVANIZED, WITH (8) GALVANIZED NUTS AND (4) GALVANIZED WASHERS PER BOLT
11. 4 #4 EVENLY SPACED
12. C-3000 CONCRETE AS PER SECTION 703 ISPWC
13. USOL AS1.0-U-T3-MA/EK - 50w INTERIOR - 5' RECESSION USOL AS2.0-R-T3-MA/EK - 87w EXTERIOR - 8' KNUCKLE UNLESS OTHERWISE APPROVED
14. STEEL SQUARE STRAIGHT LIGHTING POLES - AS55/35/4/11196 - 20' - 4" - 11 GAUGE AS55/30/4/11196 - 25' - 5" - 11 GAUGE OR APPROVED EQUALS
15. FUSE LOCATION
16. WATER TIGHT HANDHOLE
17. BACKFILL TO BE COMPLETED 95%
18. BLACK BACKGROUND WHITE NUMBER VINYL STICKERS 1-1/2" X 2-1/2"

NOTES:

A. SEE ISPWC FOR EXCAVATION, BACKFILLING AND CONSTRUCTION OF PIER FOUNDATION, WIRING, AND ACCEPTANCE OR REJECTION OF THE WORK.
B. GROUND POLE TO THE SERVICE POINT VIA #6 AWG BARE WIRE PER NATIONAL ELECTRICAL CODE
C. #10 AWG WIRE FROM LUMINAIRE TO FUSE
D. FOR GROUNDING DETAILS SEE 1117



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

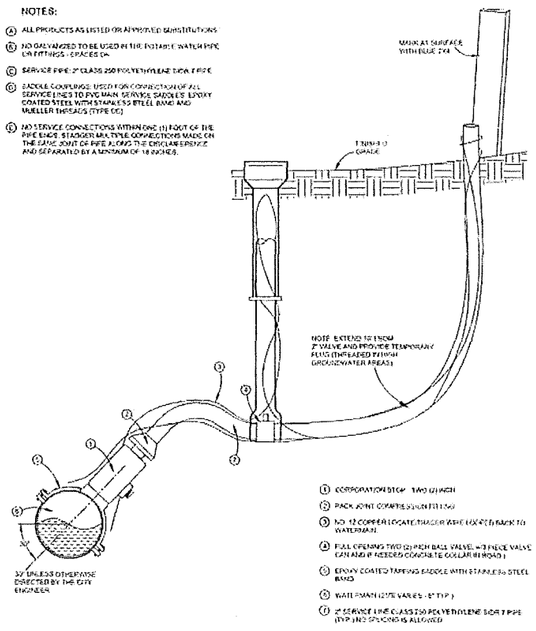
v 12/5/18

CITY OF KUNA
763 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

STANDARD METAL STREET LIGHT DETAIL
KUNA STD DWG KSD-1116

NOTES:

A. ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
B. NO GALVANIZED TO BE USED IN THE POTABLE WATER PIPE OR FITTINGS - GRADES DR
C. SERVICE PIPE: 2" CLASS 250 POLYETHYLENE (DR 7 PIPE
D. SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS (TYPE DC)
E. NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE BELL. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES.



1. CORPORATION STOP - TWO (2) INCH
2. PACK JOINT COMPRESSION FITTING
3. NO. 12 COPPER LOCATE/TRACER WIRE LOOPED BACK TO WATERMAIN
4. FULL OPENING TWO (2) INCH BALL VALVE - MUELLER VALVE CAN AND (4) NEEDED CONCRETE COLLAR (IN ROAD)
5. EPOXY COATED TAPPING SADDLE WITH STAINLESS STEEL BAND
6. WATERMAIN (SIZE VARIES - 8" TYP.)
7. 2" SERVICE LINE (CLASS 250 POLYETHYLENE SDR 7 PIPE (TYP.) NO SPLICING IS ALLOWED

v 12/5/18

CITY OF KUNA
763 W AVALON AVE
KUNA, ID 83634
(208) 922-5546

WATER SERVICE CONNECTION
VACANT OR UNKNOWN COMMERCIAL
2" WATER SERVICE
KUNA STD DWG K401-2A

Water mains and all construction are approved for construction. The design engineer professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

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

Date: 2 March 20

CIVIL INNOVATIONS, PLLC
1043 E. PARK BLVD. STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civil-innovations.com

BENJAMIN P. THOMAS — PROFESSIONAL ENGINEER — REGISTERED — 17062 — 12-4-20 — STATE OF IDAHO

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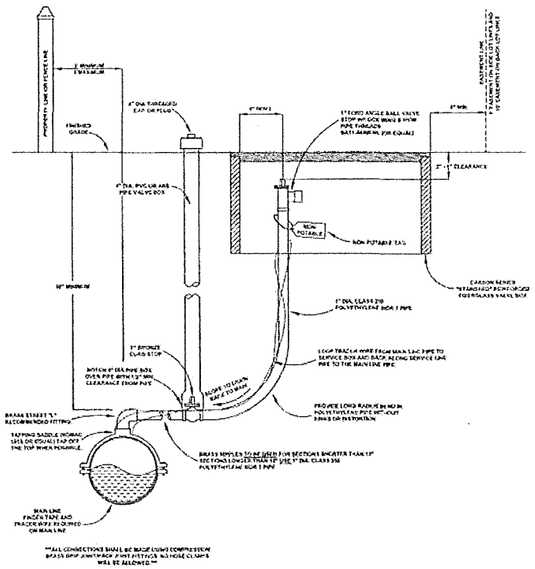
NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

WATER AND STREET LIGHT DETAILS

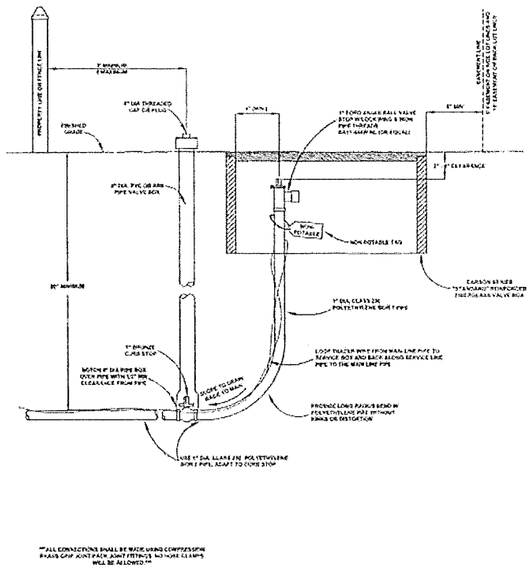
PROJECT NO.	18-0911 PAT
DWG FILE	C.601
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	1/24/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.601
SHEET 14 OF 15



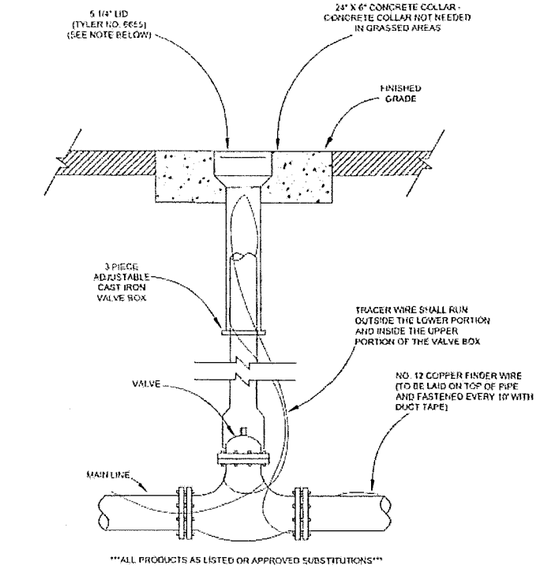
CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5946

PRESSURIZED IRRIGATION
STANDARD RESIDENTIAL 1" SERVICE
MAIN SIDE (SHORT SIDE)
KUNA STD DWG K-902-S



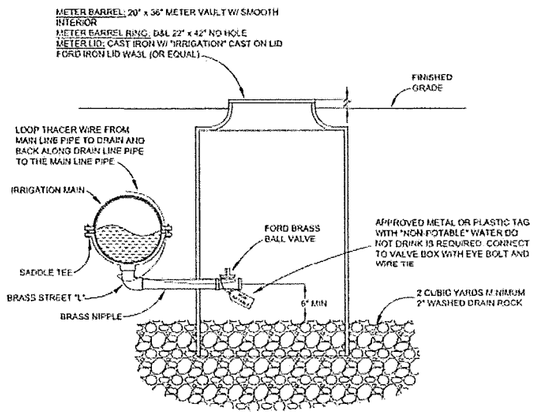
CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5946

PRESSURIZED IRRIGATION
STANDARD RESIDENTIAL 1" SERVICE
MAIN SIDE (LONG SIDE)
KUNA STD DWG K-902-L



CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5946

PRESSURIZED IRRIGATION
MAIN LINE VALVE
KUNA STD DWG K-406



NOTES:

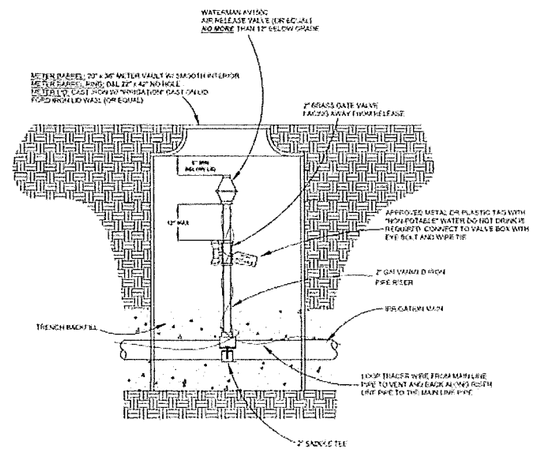
INSTALL MAIN LINE DRAINS AS REQUIRED AT ALL LOW POINTS TO PROVIDE COMPLETED DRAINAGE WINTER SHUT DOWN OF IRRIGATION SYSTEM

DRAIN PIPE AND FITTING SIZES SHALL USE BEST MANAGEMENT PRACTICES (BMP). PREFERRED SIZES INCLUDE 1-1/2" AND 2" DRAINS.

*****ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS*****

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5946

PRESSURIZED IRRIGATION
DRAIN VALVE
KUNA STD DWG K-903



*****ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS*****

CITY OF KUNA
760 W AVALON AVE
KUNA, ID 83634
(208) 922-5946

PRESSURIZED IRRIGATION
AIR RELEASE VALVE
KUNA STD DWG K-905

Water, sewer, and pressurized irrigation plans are approved for construction. The design engineer of record is responsible for errors and omissions shown for IDAPA 16.01.02 remain in effect.

By: _____
Paul A. Stevens, P.E.
Kuna City Engineer

Date: _____

CIVIL INNOVATIONS, PLLC
1049 E. PARK BLVD, STE 101
BOISE, ID 83712
PHONE: (208) 884-8181
www.civil-innovations.com

BENJAMIN P. THOMAS — PROFESSIONAL ENGINEER — REGISTERED — 10162 — 12-4-20 — STATE OF IDAHO

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THE CONSTRUCTION OF THE PROJECT SPECIFICALLY IDENTIFIED HEREIN AND SHALL NOT BE ASSIGNED TO ANY THIRD PARTY WITHOUT WRITTEN CONSENT FROM CIVIL INNOVATIONS, PLLC

NO	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA SUBDIVISION NO. 7
KUNA, IDAHO

PRESSURE IRRIGATION DETAILS

PROJECT NO	19-0911-PAT
DWG FILE	C-602
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	12/4/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

C.602
SHEET 15 OF 15

D:\Civil Innovations Projects\2019\19-0911-PAT Patagonia 7 200 - Subdivision Drawings\05 - Construction\19-0911-PAT C-602 (Details).dwg

received
3.12.20

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

Council Findings of Fact, Conclusions of Law

To: **City Council**

Case Number(s): **14-05-AN** (Annexation) **14-04-DA** (Develop Agreement –VOIDED) and **14-03-S** (Preliminary Plat) ***Patagonia Subdivision***

Location: North side of Hubbard Road, ½ mile east of Meridian Road
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Hearing Date: December 2, 2014
Findings of Fact: **December 16, 2014**

Applicant: **Westpark Company Inc.,** *Taylor Merrill*
P.O Box 344
Meridian, ID, 83680
208.870.3432
Taylor@westparkco.com

Engineer: **Civil-Innovations** – *Ben Thomas*
P.O. Box 170811
Boise, ID 83717
208.884.8181
Ben@civil-innovations.com

Table of Contents:

A. **Course Proceedings**
B. **Applicants Request**
C. **Vicinity & Aerial Maps**
D. **Site History**
E. **General Project Facts**
F. **Staff Analysis**
G. **Applicable Standards**
H. **Comprehensive Plan Analysis**
I. **Findings of Fact**
J. **Conclusions of Law**
K. **Recommendation By the Planning and Zoning Commission**
L. **Order of Decision by the Council**

A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states annexation, zone changes, subdivisions and development agreements are designated as public hearings, with the City Council as the decision making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. **Notifications**

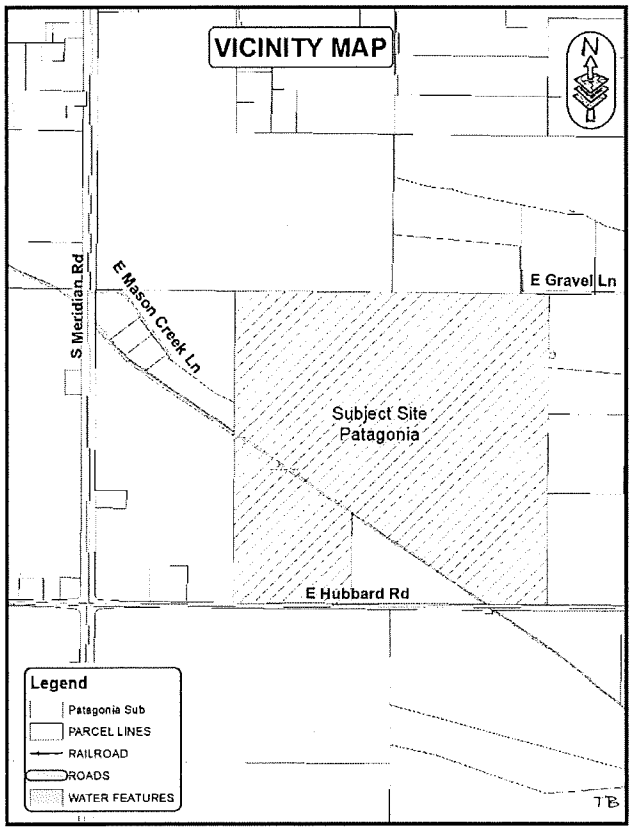
i.	Neighborhood Meeting	January 29, 2014
ii.	Agencies	August 19, 2014
iii.	300' Property Owners	September 19, 2014
iv.	Kuna, Melba Newspaper	November 12, 2014
v.	Site Posted	November 22, 2014

B. Applicants Request:

1. **Request:**

Applicant requests approval to annex approximately 150.35 acres into the City limits in order to create a 470 lot residential subdivision (Patagonia). The applicant also proposes to develop 18 additional lots into common lots for the use and enjoyment of residents. These lots will make up 11.95% of the site, or 17.96 acres. One common lot will be developed with a park sufficient in size for sports fields while another common lot will be developed into a swimming pool facility. Two other (separate) lots will house tot-lots for children. An HOA will be established for the care and maintenance of the common lots. The applicant seeks an R-6 (Medium Density Residential) zone for the subdivision as a whole. Applicant is proposing seven (7) phases of development which will be driven by the consumer market. The applicant is aware a development agreement will be recorded to guide all future development for the project.

C. Vicinity and Aerial Maps:





D. History: The subject parcel is in Ada County, zoned RR (Rural Residential), and it is adjacent to Kuna City limits. This parcel has historically been farmed. The *Mason Creek Feeder* splits the property in the southwest corner.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use General, with a Public Designation nearby. Staff views this land use request to be consistent with the approved FLU map.

2. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	A, R-2, RR	Agricultural Low Den. Resident; Kuna City AND Rural Residential – Ada County

3. **Parcel Sizes, Current Zoning, Parcel Numbers:**
   - Approx. 150.35 total acres
   - RR, Rural Residential
   - Parcel # - S1407347110

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

5. **Existing Structures, Vegetation and Natural Features:** Currently the land is being used for agricultural purposes and it is anticipated it will continue its historic uses on the remaining lands until development occurs. This site's topography is generally flat.

6. **Transportation / Connectivity:** The applicant proposes two access points on Hubbard Road and one on the north side of the project, for Mason Creek Road.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts.

8. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Ada County Highway District (ACHD), Central District Health Department, the Idaho Transportation Department (ITD), Kuna Fire District, Boise-Kuna Irrigation District and Boise Project Board of Control. The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; Kuna Police Department, Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation, or the US Post Office.

F. Staff Analysis:

This site is located near the northeast corner (NEC) of Meridian & Hubbard Roads. The applicant proposes to annex 150.35 acres into the City and create a 470 buildable lot subdivision. The applicant is proposing 17.96 acres (11.95 % of the project – not including park-strips) of common space for the use and of residents to be owned and maintained by an HOA. This project will include a large centralized park, two tot-lots and a swimming pool and a pool house. Applicant also proposes a pathway on the north side of Mason Creek

Feeder including an accompanying ten foot path. Separated sidewalks throughout the project encourage a pedestrian friendly environment.

Public services will be extended to the property from the existing facilities west of the project. This project anticipates a new pressure irrigation pump to serve this property and others in the area as it could be extended in the future.

The applicant is proposing a 23 foot increase in the rights-of-way (ROW) along the north side of their Hubbard Road frontage. The existing ROW is 50 feet, total width, or 25 feet each side of centerline. This additional 23 feet would provide 48 total feet on the north side of centerline for Hubbard Road. In theory, 48 feet on each side of Hubbard Road Centerline would provide 96 total feet of ROW for Hubbard Road. Kuna City Code 6-3-4 (Road Widths) calls for 97 total feet of ROW for Hubbard.

The applicant is not proposing sidewalks along their Hubbard Road frontage which are required along all classified roads in Kuna at a minimum width of at least eight feet.

The Applicant is proposing a mid-mile collector through the project at 70 feet, Kuna's Functional Classified Road Map calls for 74 feet. The Applicant has worked with the Planning Department and ACHD for the best solution and while it does not meet the true mid-mile alignment, Planning and Zoning and ACHD believe it meets the spirit and intent of the mid-mile requirement.

Staff will rely on the Planning and Zoning Commission and City Council for a determination relating to any ROW width deficiencies for this project.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No.'s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, subject to the recommended conditions of approval.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance No. 230, 546 and 570,
2. City of Kuna Subdivision Ordinance No. 2012-18, Title 5 Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. City of Kuna Landscape Regulations, Title 5, Chapter 17, Section 1 thru 26,
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The Kuna City Council accepts the Comprehensive Plan components as described below.

1. The proposed applications for this site are consistent with the following Comprehensive Plan components:

GOALS AND POLICY – *Property Rights*

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

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criterion established to determine the potential for property taking.

GOALS AND POLICY – *Economic Development*

Goal 1: Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community.

Policy 1.3: The City will develop a policy to provide incentives and/or assistance in order to competitively attract firms.

GOALS AND POLICY – *Land Use*

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

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

Policy 2.3: Retail and residential land uses should be appropriately mixed and balanced with professional offices and service facilities to provide residents with a broader mix of services within walking distance from their homes.

I. Findings of Fact:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).
2. The use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a subdivision.
4. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The annexation application is not likely to cause adverse public health problems.
6. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
7. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
8. The Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
9. Based on the evidence contained in Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
10. The City Council has the authority to approve or deny these applications.
11. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Conclusions of Law:

1. Based on the evidence contained in Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, the Kuna City Council finds Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, comply with Kuna City Code.
2. Based on the evidence contained in Case No's 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC., the Kuna City Council finds Case No.s 14-05-AN, 14-04-DA, 14-03-Sub and 14-06-DRC, are consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

K. Recommendation by the Planning and Zoning Commission:

On October 28, 2014, the Planning and Zoning Commission voted 4-0, to recommend approval for Case No. 14-05-AN, 14-04-DA and 14-03-Sub based on the facts outlined in staff's report and the public testimony at the public hearing. The Planning and Zoning Commission of Kuna, Idaho, hereby recommends approval of Case No.s 14-05-AN, 14-04-DA and 14-03-Sub, annexation, development agreement and preliminary plat, with the following conditions of approval to City Council:

- Follow all Staff recommended conditions of approval and any additional Kuna Rural Fire District requirements,
- Sidewalk will be placed throughout project according to City standards,
- Provide Rights-of-Way in sufficient width for the project at City and ACHD standards.

L. Order of Decision by the City Council:

14-05-AN, 14-04-DA and 14-03-Sub, *Note: This proposed motion is to approve, conditionally approve, or deny this request.. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

On December 2, 2014, the Council voted 4-0 approving Case No. 14-05-AN and 14-03-SUB, based on the facts outlined in staff's report and the public testimony at the public hearing. The City Council of Kuna, Idaho, hereby approves Case No.s 14-05-AN and 14-03-Sub, annexation and preliminary plat, with the following conditions of approval:

Conditions of Approval:

- Approve the request with the listed conditions of approval within the staff report, engineers report and staffs recommended conditions of approval – *including, removing the need for a Development Agreement for this project.*

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    a. The City Engineer shall approve the sewer hook-ups.
    b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    d. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
    e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.

2.1– With future development and as necessary, dedicate right-of-way in sufficient amounts to follow Kuna City and ACHD standards and widths.

3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Street lighting shall be LED lights and meet the approval of the City.
6. Parking within the site shall comply with Kuna City Code, unless specifically approved otherwise.
7. Fencing within and around the site shall comply with Kuna City Code unless specifically approved otherwise).
8. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Council, or seek amending them through public hearing processes.
12. The applicant's proposed preliminary plat (dated 11.01.13) and landscape plan (dated 2.21.2014) shall be considered a binding site plans, or as modified and approved.
13. Applicant shall follow all staff, city engineer and other agency recommended requirements as applicable.
14. Developer shall comply with all local, state and federal laws.

DATED: This 16th day of December, 2014.

W. Greg Nelson, Mayor
Kuna City

ATTEST:

Brenda Bingham
Kuna City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

Legal Description
Patagonia Subdivision No. 7

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of said SE ¼ of Section 7 bears N 89°25'45" W a distance of 2651.45 feet;

Thence N 89°25'45" W along the southerly boundary of said SE ¼ a distance of 1325.73 feet to a point marking the southeast corner of the SW ¼ of the SE ¼ of said Section 7;

Thence N 0°28'57" E along the easterly boundary of said SW ¼ of the SE ¼ and also partially along the easterly boundary of Patagonia Subdivision No. 2, as filed for record in Book 112 of Plats at Pages 16476 through 16480, records of Ada County, Idaho, and the future easterly boundary of Patagonia Subdivision No. 5 a distance of 686.50 feet to a point marking the northeasterly corner of said Patagonia Subdivision No. 5 and the **POINT OF BEGINNING**;

Thence along the northerly boundary of said Patagonia Subdivision No. 5 the following courses and distances:

Thence N 89°25'45" W a distance of 347.52 feet to a point;

Thence N 55°36'52" W a distance of 1296.86 feet to a point;

Thence N 34°33'52" E a distance of 125.97 feet to a point;

Thence S 55°26'08" E a distance of 40.83 feet to a point;

Thence N 34°33'52" E a distance of 69.00 feet to a point;

Thence continuing along said northerly boundary and the extension thereof N 34°23'08" E a distance of 175.04 feet to a point;

Thence leaving said northerly boundary extension S 89°19'11" E a distance of 921.19 feet to a point;

Thence S 89°31'03" E a distance of 64.00 feet to a point;

Thence S 0°28'57" W a distance of 38.91 feet to a point;

Thence S 89°31'03" E a distance of 198.00 feet to a point on the easterly boundary of the West ½ of the SE ¼ of said Section 7;

Thence along said easterly boundary S 0°28'57" W a distance of 965.71 feet to the **POINT OF BEGINNING.**

This parcel contains 22.92 acres.



Clinton W. Hansen, PLS
Land Solutions, PC
Revised February 6, 2020

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
)
County of Ada)

I, PATAGONIA DEVELOPMENTLLC, PO Box 344
Name **Address**

MERIDIAN, ID 83680
City **State** **Zip Code**

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to KENT BROWN (Name) 3161 E SPRINGWOOD DR MERIDIAN ID 83642 (Address) to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s),

Dated this 11th day of March, 2020

by _____
Signature

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

Debbie A Taylor
Notary Public for Idaho

Residing at: Kuna, Id

My commission expires: 11/30/2023

DEBBIE A TAYLOR NOTARY PUBLIC Comm No. 58428 STATE OF IDAHO

received
3.12.20

landproDATA

Parcels

County	Parcel	Primary Owner	Property Address	Property City	Subdivision	Zoning	Owner Address	Owner City
Ada	S1407314970	JOHNSON GREGORY B	S MAGELLAN AVE	KUNA, ID 83634-0000	2N 1E 07	R-6	2463 E GALA ST STE 120	MERIDIAN, ID 83642
Ada	S1407314980	JOHNSON GREGORY B	S PALENA AVE	KUNA, ID 83634-0000	2N 1E 07	R-6	PO BOX 344	MERIDIAN, ID 83681

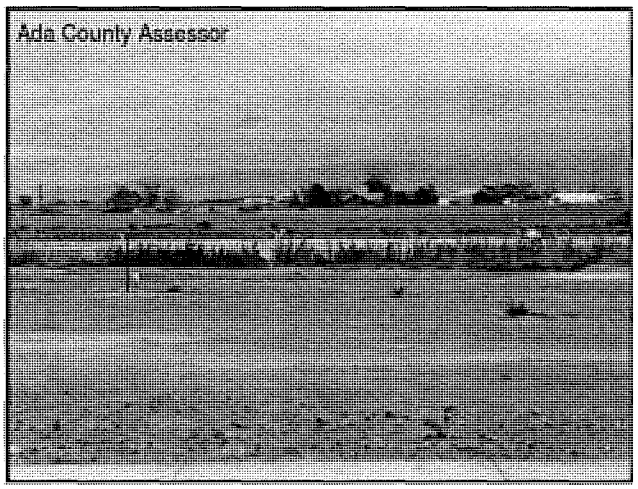
Data not verified by **landproDATA**

landproDATA

S1407427950

Owner Information

County	Ada
Parcel	S1407427950
Property Address	E GRAVEL LN
Property City	KUNA, ID 83634-0000
Primary Owner	PATAGONIA DEVELOPMENT LLC
Second Owner	-
Owner Address	PO BOX 344
Owner City	MERIDIAN, ID 83680-0000
URL	Source Web Page



Parcel Information

State	ID	**Acres**	52.213	**Total Value**	$68,700
Home Exemption	0	**Zoning**	R-6	**Subdivision**	2N 1E 07
Section	-	**Property Year**	2020	**Code Area**	04
Property Code	F	**Legal 1**	PAR #7950 OF S2	**Legal 2**	SEC 07 2N 1E
Legal 3	#427900-S	**Legal 4**	-	**Legal 5**	-
Date Updated	2020-02-26				

Plat Documents

Subdivision	ROARK	**Documents**	7884 - ROARK.01.pdf 7884 - ROARK.02.pdf
Subdivision	FLOATING ZEE RANCH	**Documents**	9140 - FLOATING ZEE RANCH.01.pdf 9140 - FLOATING ZEE RANCH.02.pdf
Subdivision	PATAGONIA SUBDIVISION NO. 4	**Documents**	33801 - ID - Ada - 117-17902 - PATAGONIA SUBDIVISION NO. 4.01.pdf

Farm Characteristics

ID	907	**Water District**	4	**Irrigated Acres 1**	0.000
Irrigated Acres 2	52.213	**Irrigated Acres 3**	0.000	**Irrigated Acres 4**	0.000
Non-Irrigated Acres 1	0.000	**Non-Irrigated Acres 2**	0.000	**Non-Irrigated Acres 3**	0.000
Non-Irrigated Acres 4	0.000	**Waste Acres**	0.000	**Meadow Acres**	0.000
Dry Grazing 1	0.000	**Dry Grazing 2**	0.000	**Date Updated**	2020-02-26

Land Characteristics

March 11, 2020

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

RE: Patagonia Subdivision No. 7 Annexation into KMID

Dear City Engineer:

I am submitting a request to annex the property hereafter known as Patagonia Subdivision No 5 into the Kuna Municipal Irrigation District (KMID). The property is generally located northside of E Hubbard Road and between Meridian Road and Locust Grove Road. The annexation is approximately 13.51 acres as shown on the attached Exhibit A.
My understanding this will pool the water rights of Ada County tax parcel S1407427950, 13.51 acres more or less for delivery purposes by the City of Kuna. Exhibit A is a legal description of the area in Patagonia Subdivision No 7 will irrigate said subdivision using the City of Kuna PI system under this request.

Sincerely,

Greg Johnson
Patagonia Development LLC

Project: Patagonia Subdivision No 7
Contract: KENT BROWN
Address: 3161 E SPRINGWOOD DR MERIDIAN ID 83642
Phone: 208-871-6842
Email: kentlkb@gmail.com

KENT BROWN
PLANNING SERVICES

received
3-12-20

March 11, 2020

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

RE: Patagonia Subdivision No. 7 Final Plat Application

Gentlemen:

On behalf of Patagonia Development LLC, we are requesting approval of the Final Plat application for the Patagonia Subdivision No. 7. The site is located at northside of Hubbard Road between Meridian Road and Locust Grove Road. The site is 13.51 acres in size, and is currently vacant.

Patagonia Subdivision No. 7 has 70 total lots, consisting of 61buildable and 9 common. All 61buildable lots will have single-family homes. The common areas consist of street buffers and park lot for this portion of development. The final plat complies too all the preliminary plat requirements. The propose construction design complies with to local agency and general engineering practices.

If you have any questions regarding this or any other of our application for Patagonia No. 7 feel free to contact me.

Sincerely,

Kent Brown
Planner

3161E Springwood Dr ◆ Meridian, Idaho 83680 ◆ Tel.: 208-871-6842 ◆

received
3.12.20

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=40 DAWN TRIVOLIS
SPINK BUTLER LLP

2016-106371
11/02/2016 02:26 PM
AMOUNT:$127.00

00294069201601063710400408

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PATAGONIA SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATAGONIA SUBDIVISION is made effective as of the 2nd day of November, 2016, by Patagonia Development, LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

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EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B: COPY OF PHASE 1 PLAT
EXHIBIT C: LOT REQUIREMENTS

ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Patagonia Subdivision ("Declaration") is the Property legally described in Exhibit A attached hereto and made a part hereof (the "Property"). Grantor intends to develop the Property in stages. The first phase of Patagonia Subdivision is hereby made subject to the terms of this Declaration, and is described as follows: Patagonia Subdivision No. 1, according to the plat thereof recorded on October 21, 2016, as Instrument No. 2016-101281, in Book 110 of Plats at Pages 15809 through 15811, official records of Ada County, Idaho, a copy of which is attached hereto as Exhibit B (the "Phase 1 Plat"). The Common Area lots in Phase 1 are as reflected on the Phase 1 Plat.

1.2 Residential Development. Patagonia Subdivision is a residential development, which Grantor currently intends to develop in phases. 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.

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

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

3.3 "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.

3.4 "Association" shall mean the 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 "Patagonia Subdivision Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

3.5 "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.

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

3.7 "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.

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

3.9 "Common Area" shall mean any or all parcels of Patagonia Subdivision Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas.

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

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

3.12 "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.

3.13 "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.

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

3.15 "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.

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

3.17 "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.

3.18 "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.

3.19 "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.

3.20 "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.

3.21 "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.

3.22 "Patagonia Subdivision" shall mean the Property.

3.23 "Patagonia Subdivision 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 Patagonia Subdivision and each Owner therein. Patagonia Subdivision 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. Patagonia Subdivision Common Area may include easement and/or license rights.

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.

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 of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Mailboxes. All mailboxes will be of consistent design, material and coloration and shall be located at places designated by Grantor, U.S.P.S, or the Architectural Committee.

4.1.7 Fencing. All fencing shall be vinyl fence of taupe color. Fences adjacent to common areas may be black wrought iron or powder-coated chain link. No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge, or boundary wall is situated. Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence or wall. No fence shall be constructed so as to extend toward the front of the Building Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street and shall be in compliance with applicable Kuna City ordinances. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the applicable Architectural Committee.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Exterior garage lighting shall be attached or operated by photo cell.

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 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.

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

4.4 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Patagonia Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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 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.

4.12 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.

4.13 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 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.14 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 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.15 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 Patagonia Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.16 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 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 Patagonia 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.

4.17 Landscaping. 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 but in all events shall completed within 30 days of first occupancy. The initial landscaping shall include, as a minimum, sod in the front and rear yard, at least one two-inch (2") caliper tree in the front yard in addition to the street tree installed by Grantor between the sidewalk and the curb, three

(3) five-(5)-gallon plants and five (5) one-(1)-gallon shrubs in the front yard. The use of berms and sculptured planting areas are encouraged.

4.18 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.

4.19 Water Rights Appurtenant to Subdivision Lands. Water shall be provided by the Kuna Municipal water system.

4.20 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, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.21 Roof Material. *See* Exhibit C.

ARTICLE V: PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of Patagonia Subdivision Homeowners Association. Patagonia Subdivision Homeowners Association, Inc. ("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 when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

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 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. An Association set-up fee of $200.00 and a site clean-up fee of $150.00 shall be charged upon the first closing of each Building Lot. The initial annual Regular Assessment shall be $250.00 per year, which amount is subject to change by the Board of Directors of the Association.

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, including but not limited to the use of private streets 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.

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 Area, 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.

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:

5.5.2.7 Operation and Maintenance of Patagonia Subdivision Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Patagonia Subdivision 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.

5.5.2.8 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.

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

5.5.2.10 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Patagonia Subdivision Common Area or against 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.

5.5.2.11 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 Patagonia Subdivision Common Area, and to manage for the benefit of Patagonia 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.

5.5.2.12 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:

5.5.2.12.1 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 Patagonia Subdivision Common Area.

5.5.2.12.2 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 Patagonia Subdivision Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars ($1,000,000.00) per person and One Million and No/100 Dollars ($1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars ($1,000,000.00) per occurrence with respect to property damage.

5.5.2.12.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00).

5.5.2.12.4 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.

5.5.2.12.5 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.

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

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

5.5.2.14 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.

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

5.5.2.16 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 ninety (90) 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 Maintenance Manual. Operation and maintenance of the storm water facilities at Patagonia Subdivision shall be governed in accordance with a maintenance manual that may be modified from time to time at the direction of the Board of the Association.

6.2 ACHD Storm Water Drainage System. Lots 1, 8 through 11, and 18 in Block 1, Patagonia Subdivision No. 1, contain the Ada County Highway District ("ACHD") storm water drainage system in Patagonia Subdivision. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section 40-2302. 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 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 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 Patagonia Subdivision Common Area. Every Owner shall have a right to use each parcel of Patagonia Subdivision 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 the 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 the Association to prohibit the construction of structures or Improvements on all Common Areas.

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

7.2 Designation of Common Area. Grantor shall designate and reserve Patagonia Subdivision 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 Patagonia Subdivision 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 of the Patagonia Subdivision 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. Pressurized irrigation will be provided to each home by the Kuna Municipal water system. Homeowners will be billed directly by the City for potable and irrigation water.

ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Patagonia 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.

9.2 Regular Assessments. All Owners, excluding the Grantor, 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 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Patagonia Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

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 for any given fiscal year shall be computed as follows:

9.2.3.17 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 Patagonia Subdivision.

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

9.6 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.

9.7 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 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.

9.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular 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 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.

9.9 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 and to any person in possession of a Building Lot, 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, and the name of the record Owner thereof. 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 or 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 Patagonia Subdivision Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

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 in which 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 public and/or private open space.

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 Member. 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.

13.2 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 the Association the right to grant additional easements and rights-of-way over the Property, 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 the Plat of Patagonia Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner 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 or 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, 2036, unless amended as herein provided. After December 31, 2036, 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 portion of the Property 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 applicable portion of the Property.

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, may be amended 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.

14.5 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 the Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner of 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, Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

IN WITNESS WHEREOF, Grantor has set its hand this 2nd day of November, 2016.

PATAGONIA DEVELOPMENT, LLC,
an Idaho limited liability company

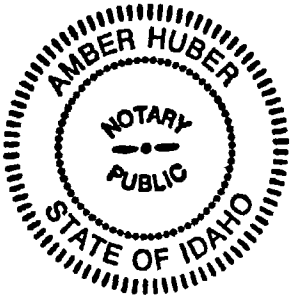
By: _____
Gregory B. Johnson
Its: Managing Member

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of November, 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared GREGORY B. JOHNSON, known or identified to me to be the Managing Member of Patagonia Development, LLC, the limited liability company that executed the within and foregoing 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.



Amber Huber
Notary Public for Idaho
Residing at: Kuna, ID
My Commission Expires: 6/9/21

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Legal Description
Patagonia Property

A parcel located in the S ½ of Section 7, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of the SW ¼ of said Section 7 bears N 89°27'26" W a distance of 2557.55 feet;

Thence N 89°27'26" W along the southerly boundary of said SE ¼ of the SW ¼ a distance of 334.50 feet to a point;

Thence leaving said southerly boundary N 0°34'15" E a distance of 25.00 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Hubbard Road and the **POINT OF BEGINNING**;

Thence N 89°27'26" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SE ¼ of the SW ¼, a distance of 994.88 feet to a 5/8 inch diameter iron pin on the westerly boundary of said SE ¼ of the SW ¼;

Thence N 0°21'14" E along the westerly boundary of said SE ¼ of the SW ¼ and the westerly boundary of the NE ¼ of the SW ¼ a distance of 2830.96 feet to a 5/8 inch diameter iron pin on the northerly boundary of the S ½ of said Section 7;

Thence S 89°19'11" E along said northerly boundary of the S ½ of Section 7 a distance of 2660.99 feet to a 5/8 inch diameter iron pin marking the northeast corner of the NW ¼ of the SE ¼ of said Section 7;

Thence S 0°28'57" W along the easterly boundary of said NW ¼ of the SE ¼ and the westerly boundary of the SW ¼ of the SE ¼ a distance of 2625.22 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Hubbard Road;

Thence N 89°25'45" W along said northerly right-of-way, being 25.00 feet north of and parallel to the southerly boundary of said SW ¼ of the SE ¼, a distance of 516.37 feet to a point on the centerline of Mason Creek;

Thence N 55°46'15" W along said centerline a distance of 990.15 feet to a point;

Thence continuing along said centerline N 55°26'08" W a distance of 385.55 feet to a point;

Thence leaving said centerline S 0°34'15" W a distance of 764.51 feet to the **POINT OF BEGINNING.**

This parcel contains 150.35 acres and is subject to any easements existing or in use.

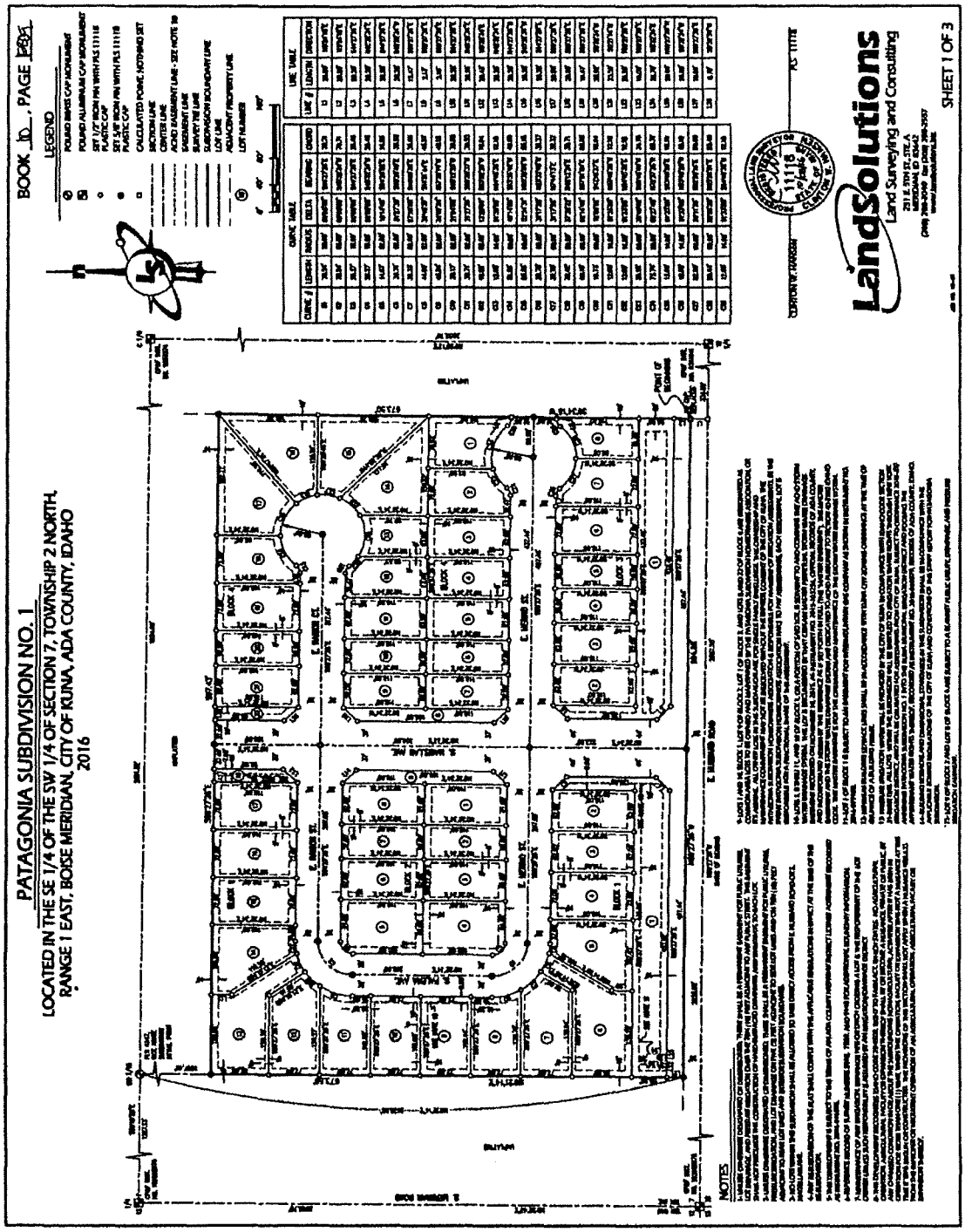
Clinton W. Hansen, PLS
Land Solutions, PC
March 16, 2016



LandSolutions
Land Surveying and Consulting

Patagonia Subdivision
Job No. 15-01

EXHIBIT B
PHASE 1 PLAT



PATAGONIA SUBDIVISION NO. 1

BOOK 10, PAGE 1580

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PATAGONIA SUBDIVISION NO. 1;

A PARCEL LOCATED IN THE SE ¼ OF THE SW ¼ OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BM, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SE ¼ OF THE SW ¼, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 7 BEARS N 89°27'26" W A DISTANCE OF 2657.55 FEET;

THENCE N 89°27'26" W ALONG THE SOUTHERLY BOUNDARY OF SAID SE ¼ OF THE SW ¼ A DISTANCE OF 334.50 FEET TO A POINT;

THENCE LEAVING SAID SOUTHERLY BOUNDARY N 0°34'15" E A DISTANCE OF 25.00 FEET TO A 5/8 INCH DIAMETER IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF E. HUBBARD ROAD AND THE POINT OF BEGINNING;

THENCE N 89°27'26" W ALONG SAID NORTHERLY RIGHT-OF-WAY, BEING 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF SAID SE ¼ OF THE SW ¼, A DISTANCE OF 994.88 FEET TO A 5/8 INCH DIAMETER IRON PIN ON THE WESTERLY BOUNDARY OF SAID SE ¼ OF THE SW ¼;

THENCE N 0°21'14" E ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 673.50 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE LEAVING SAID WESTERLY BOUNDARY S 89°27'26" E A DISTANCE OF 997.43 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 0°34'15" W A DISTANCE OF 673.50 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 15.40 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA. THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS 6th DAY OF April, 2016.

PATAGONIA DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY

Gregory B. Johnson

GREGORY B. JOHNSON, PRESIDENT OF FOM CORPORATION, THE MANAGER OF PATAGONIA DEVELOPMENT, LLC.

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 6th DAY OF April, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED GREGORY B. JOHNSON, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF FOM CORPORATION, AN IDAHO CORPORATION BEING THE MANAGER OF PATAGONIA DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE PERSON WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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

KENT BROWN NOTARY PUBLIC STATE OF IDAHO

MY COMMISSION EXPIRES July 23, 2017

RESIDING AT Meridian

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN
IDAHO NO. 11118

PROFESSIONAL LAND SURVEYOR 11118 STATE OF IDAHO CLINTON W. HANSEN

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2060 Fax (208) 288-2557
www.landsolutions.biz

SHEET 2 OF 3

PATAGONIA SUBDIVISION NO. 1

BOOK 118, PAGE 15811

HEALTH CERTIFICATE

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

ADA COUNTY DISTRICT HEALTH DEPARTMENT

Ronin Bodin - REHS 4-20-16
DISTRICT HEALTH DEPARTMENT, EHS DATE

APPROVAL OF THE CITY COUNCIL

I THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON 6th DAY OF Sept 2016 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY OF KUNA SEAL

Chris Engels
CITY CLERK OF KUNA CITY, IDAHO
ADA COUNTY

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF THE CITY OF KUNA HAVE BEEN SATISFIED.

7 Oct 2016
CITY ENGINEER – KUNA, IDAHO

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 6 DAY OF July 2016.

ADA COUNTY HIGHWAY DISTRICT SEAL

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR SEAL

Jerry L Hastings 10-20-2016
ADA COUNTY SURVEYOR
PLS 5359

CERTIFICATE OF THE COUNTY TREASURER

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

ADA COUNTY TREASURER SEAL

DATE 10/27/2016 Vicky McTaggart
COUNTY TREASURER
By Deputy Treasurer

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
COUNTY OF ADA }

INSTRUMENT NO 2016-101261

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C. AT 45 MINUTES PAST 10 O'CLOCK AM ON THE 28 DAY OF Oct 2016, IN BOOK 118 OF PLATS AT PAGES 15809 THRU 15811

DEPUTY

Christopher D Rich
EX-OFFICIO RECORDER

FEE $16.00

CLINTON W. HARDEN 11118 STATE OF IDAHO PROFESSIONAL LAND SURVEYOR

CLINTON W. HARDEN PLS 11118

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

SHEET 3 OF 3

EXHIBIT C
LOT REQUIREMENTS

Patagonia

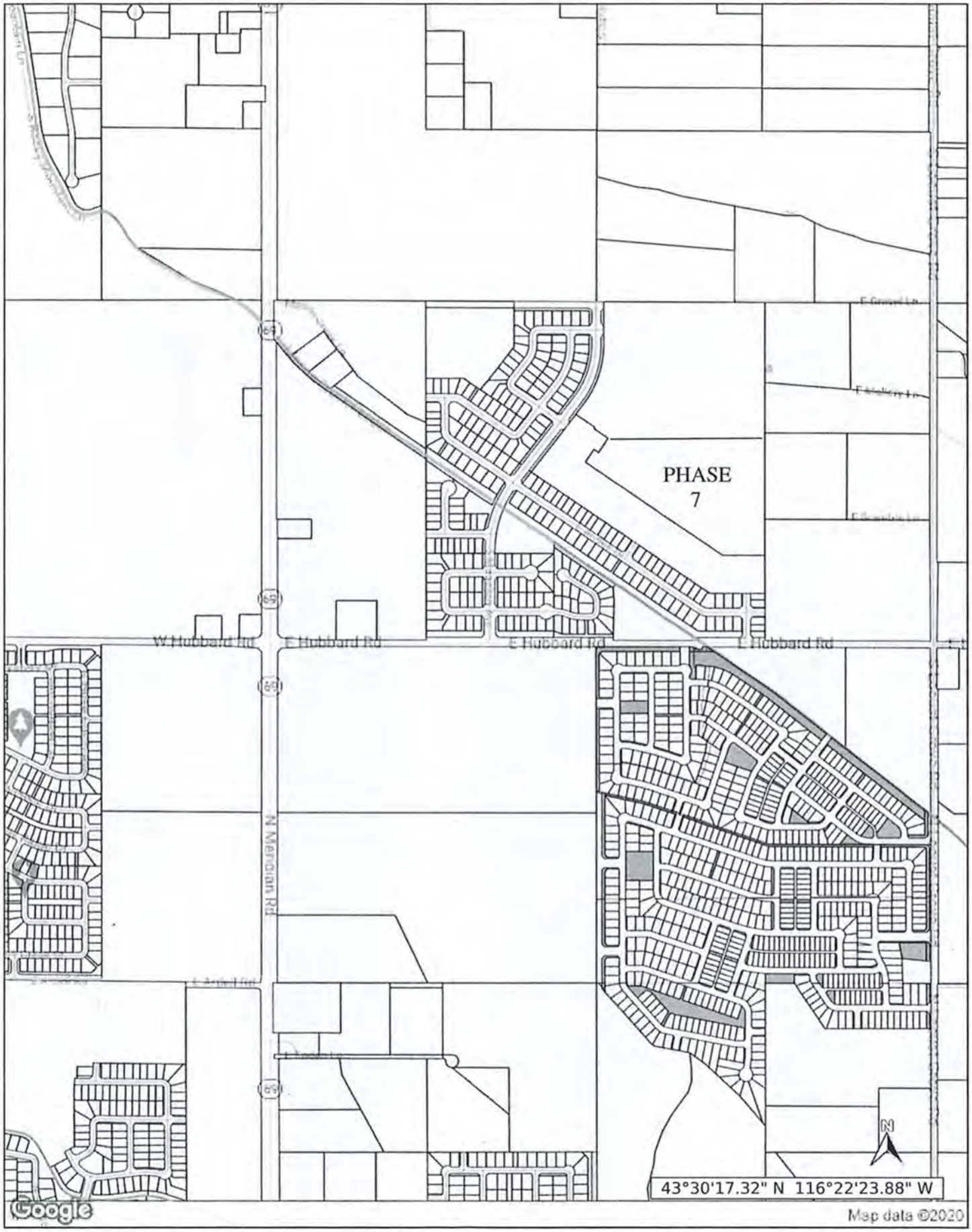
AC Guidelines

Description	Requirements
Minimum Square Footage	1200
Roofing Requirements	30-year architectural asphalt shingle, or as approved by AC
Roof Pitch	6/12 or better unless approved by AC
Siding	Stucco, Hardy Board, hardboard lap siding or similar. No vinyl siding
Sprinkler Systems	Full Sprinklers
Garage Features	2 car min. - 5 car max.- 3 bay openings max., or as approved by AC
Shops & Sheds	OK – AC Approval Only
Fencing	Vinyl (taupe), wrought iron (black), or powder coated chain link (black)
Front Brick, Stone, Masonry or Stucco	20% required or as approved by AC
Basketball Hoops	Detached only - allowed only with prior AC approval
Landscape Requirement	Entire yard to be landscaped within 30 days of first occupancy

landproDATA

PATAGONIA NO 7
VICINITY MAP[

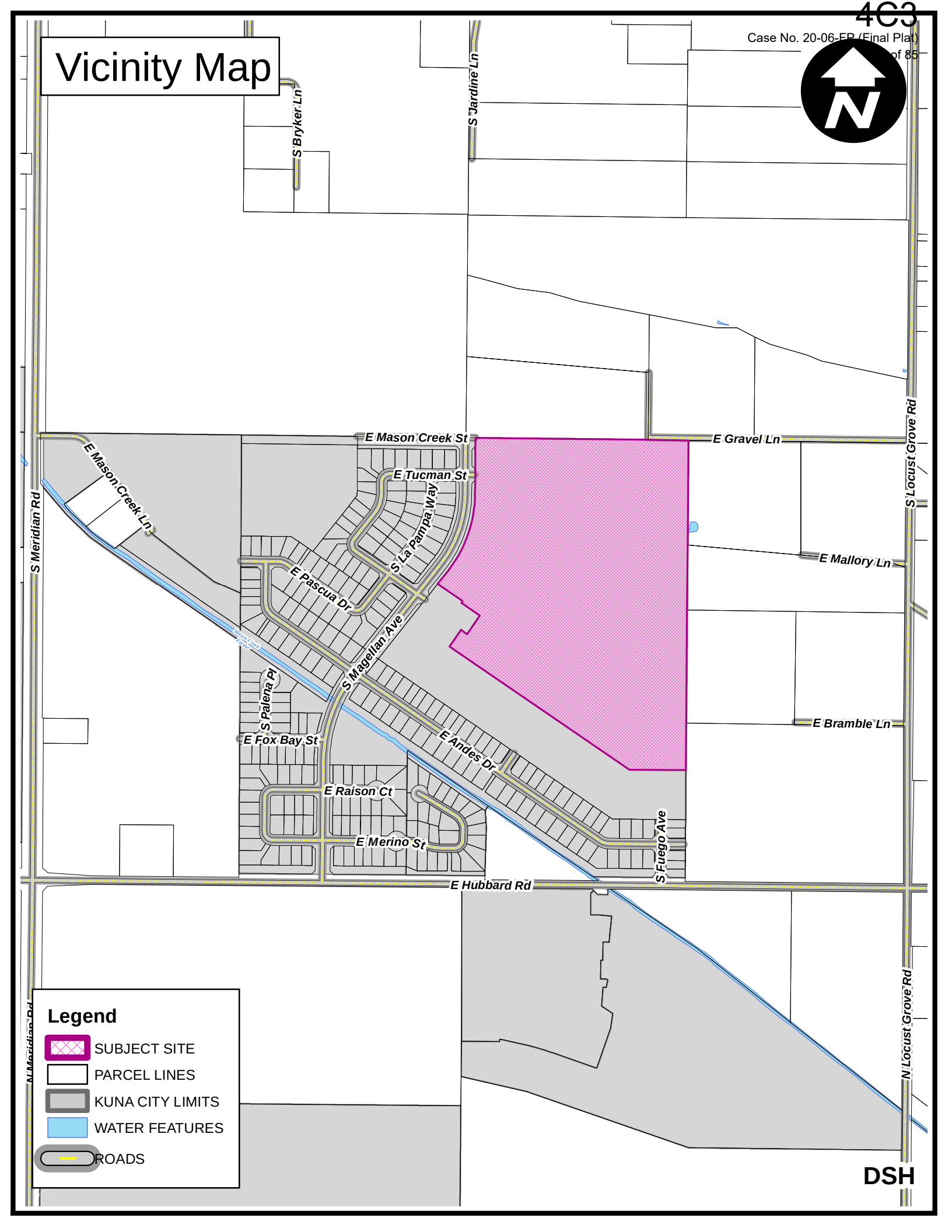
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3·12·20



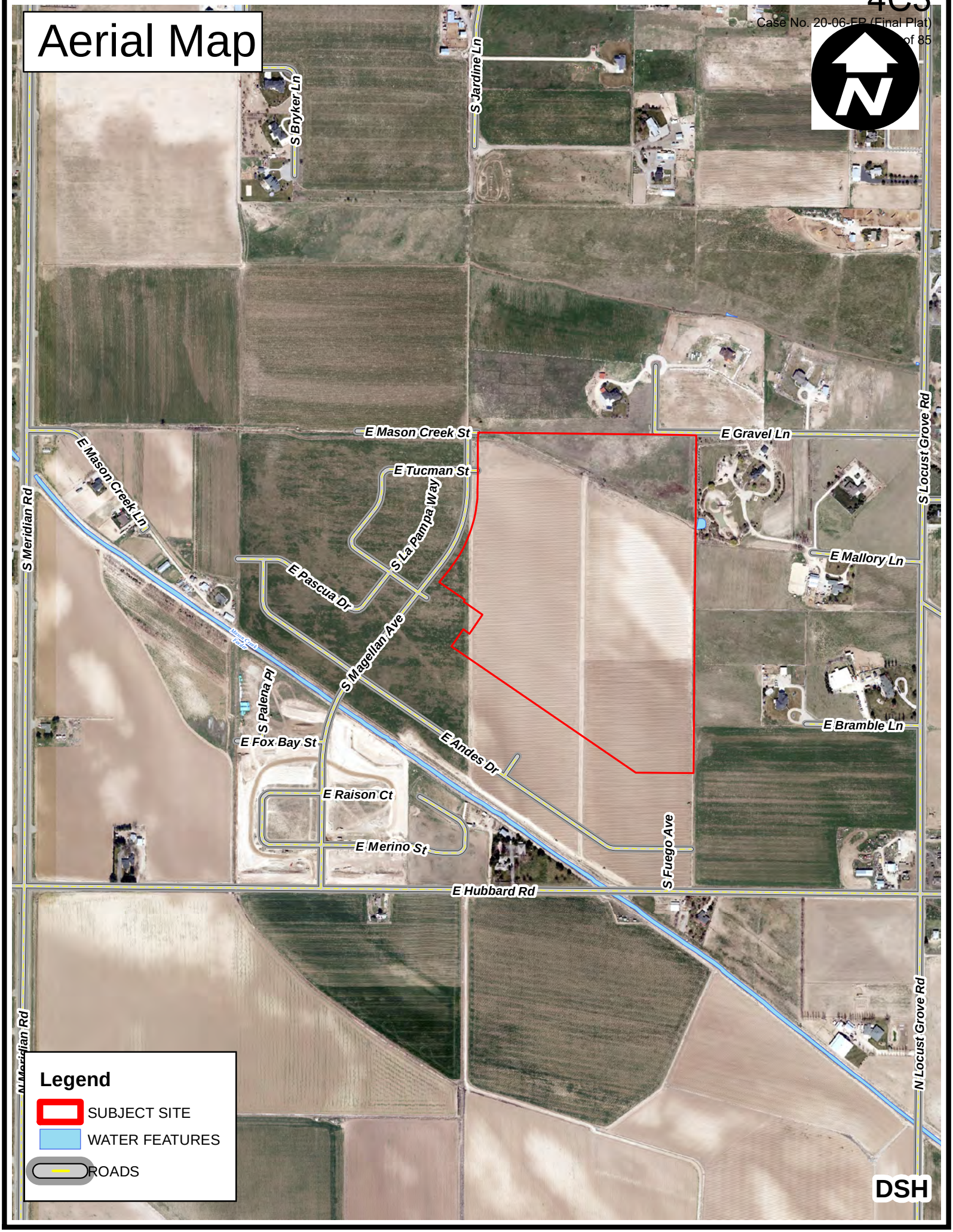
Mar 05, 2020 - landproDATA.com
Scale: 1 inch approx 1000 feet

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

Vicinity Map



Aerial Map


S Bryker Ln
S Jardine Ln
E Mason Creek St
E Gravel Ln
S Locust Grove Rd
E Mason Creek Ln
S Meridian Rd
E Tucman St
S La Pampa Way
E Mallory Ln
E Pascua Dr
S Magellan Ave
S Palena Pl
E Bramble Ln
E Fox Bay St
E Andes Dr
E Raison Ct
E Merino St
S Fuego Ave
E Hubbard Rd
N Meridian Rd
N Locust Grove Rd
Legend
SUBJECT SITE
WATER FEATURES
ROADS
DSH

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

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

FINAL PLAT MEMORANDUM

Date: **4 September 2018**

From: **Paul A. Stevens, P.E.**

To: **Wendy Howell, Planning and Zoning Director**

RE: **Patagonia Subdivision No. 7, 20-06-FP**

The Patagonia Subdivision No. 7, 20-06-FP Final Plat request dated 12 March 2020 has been reviewed. This review is based on land use as allowed or permitted in an "R-6" zone.

This Final Plat encompasses 13.51 Acres containing sixty-one (61) residential lots and nine (9) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

a) The applicant provided a cover, a legal description, covenants-conditions- & restrictions (CC&R), and other supporting documents.

2) General

a) Patagonia Subdivision No. 7 will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) Provide engineering certification on all final engineering drawings/Record Drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

a) This project is being constructed (10 April 2020). The responsible engineer of record will provide Record Drawings upon completion.
b) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has been paid.

4) Sanitary Sewer & Potable Water

a) This project is in agreement with the Sewer, and Water master plans.

5) Pressurized Irrigation

a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

The following is a requirement of the Final Plat approval and subsequent construction drawings:

a) A grading and drainage plan has been provided as part of the Construction Drawings.
b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

a) Comments may result from the final construction review.
   (1) The final plat appears to match the construction work in progress.
   (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

a) As-built (Record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.

Case No. 20-06-FP (Final Plat)
Return to: 84 of 85

CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☐ Meridian
- ☒ Kuna
- ☐ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 20-06-FP

Patagonia 7

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☒ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☒ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☒ central water
☐ individual sewage ☐ individual water

☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☒ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☒ central water

☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 12. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store

☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

☐ 14. _____

_____

_____ Reviewed By: _____

Date: 4/7/2020

CENTRAL DISTRICT HEALTH

Serving Ada, Boise, Elmore and Valley Counties
cdh.idaho.gov

20-0168

March 4, 2020

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

RE: Patagonia Subdivision No. 7

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given March 4, 2020.

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,

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

cc: Patagonia Development
Kent Brown
Civil Innovations
City of Kuna

LB:bk

RESOLUTION NO. R30-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE GROUP, INC., FOR THE GREYHAWK SUBDIVISION NO. 10 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS, Greyhawk Subdivision No. 10 exists as part of an approved preliminary plat; and

WHEREAS, construction plans for Greyhawk Subdivision No. 10 were approved by the Kuna City Engineer on January 7, 2020; and

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

WHEREAS, the street lighting and fencing have not been completed for Greyhawk Subdivision No. 10 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS, the street lighting completion has been estimated at forty thousand two hundred eighty-give dollars and zero cents ($40,285.00) adding 25% for a total of fifty thousand three hundred fifty-six dollars and twenty-five cents ($50,356.25); and

WHERAS, the fencing completion has been estimated at fifty thousand seven hundred thirty-seven dollars and forty-nine cents ($50,737.49) adding 25% for a total of sixty-three thousand four hundred twenty-one dollars and eighty-six cents ($63,421.86); and

WHEREAS, developer desires to record the final plat for Greyhawk Subdivision No. 10 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cashier's check in lieu of construction for Greyhawk Subdivision No. 10 under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Performance Bond Agreement; and
2. The amount of the cashier's check is at least one hundred thirteen thousand seven hundred seventy-eight dollars and eleven cents ($113,778.11); and
3. No more than fifty percent of available permits can be claimed during the life of the Performance Bond Agreement and if improvements are not completed within 120 days of recordation of the final plat, no further building permits can be issued.

PASSED BY THE COUNCIL of Kuna, Idaho this 19th day of May, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 19th day of May, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

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

WHEREAS, Developer desires to record its final plat for phase ten of the development known as Greyhawk Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

    a. Approved Street Light Plan for Greyhawk Subdivision No. 10 and the associated Bid for street lighting by Alloway Electric Co. Inc., and;

    b. Approved Fence Plan for Greyhawk Subdivision No. 10 and the associated Bid for fencing by Meridian Fence LLC.

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check, letter of credit or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of one hundred thirteen thousand seven hundred seventy-eight dollars and eleven cents ($113,778.11), for deposit with City in its accounts (the "Cash Deposit"), which includes:

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

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

        i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

percent for city project management as determined by the City Engineer or Public Works Director.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a

reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of May, 2020.

_____
Hubble Group, Inc.

By Don Hubble
Company President

_____
City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

_____
Chris Engels, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada))

On this 13th day of May, 2020, before me Liane Niles, personally appeared DON HUBBLE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Company President and on behalf of the HUBBLE GROUP, INC.

S
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A
L

LIANE NILES
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 2018-0246
MY COMMISSION EXPIRES 2-8-2024

Liane Niles
Notary Public for Idaho
My commission expires on 2/8/2024

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

Date: November 5, 2019

To: Hubble Homes
701 S. Allen St. Suite 104
Meridian, Idaho 83642
Attn: Mitch Armuth email marmuth@hubblehomes.com
Casey Merrell email cmerrell@hubblehomes.com
Patrick Connor email pconnor@hubblehomes.com

Bid for Hubble homes to provide street lighting for Greyhawk Subdivision #10 located in Kuna, ID. This work is per sheet C2.2 by CK Engineering dated 9/18/19. Scope of work to include the following:

(1) Provide and install (4 ea.) 25 ft. black 4" straight square steel anchor base poles fitted with USSL A01 LED luminaires (3000K). Each street light will be mounted on a 24" diameter reinforced concrete base even with finish grade. (Subdivision interior)
(2) Provide and install (4 ea.) 30 ft black 5" straight square steel anchor base poles fitted with USSL A02 LED luminaires (3000K). Each street light will be mounted on a 24" diameter reinforced concrete base even with finish grade. (Subdivision frontage)
(3) Provide approximately 1,270 lineal ft. of trench, conduit, wire, and backfill to extend power to each of these poles, including non-metered ground service junction boxes for the interior poles.
(4) Provide continuation of conduit with single locator wire from west-most frontage street light to west end of project.
(5) This agreement contingent on the installation of viable sleeving and conduit across E. Celtric Dr. during construction of Phase 9.
(6) This contract excludes excavation of rock or other excavation requiring specialized tools or equipment including but not limited to rock saws, jack hammers, boring equipment and drilling equipment.
(7) Provide City of Kuna electrical permit.
(8) This agreement contingent upon the approval of street lighting plan by the City of Kuna.

Labor and Materials-$40,285.00

Thank you for considering Alloway! Joe Deaver

_____
Signature: Please sign and return when accepted.
Quote is valid close of business on 11/19/2019.
Excludes: SWPPP, traffic control, IPCO connections/fees, rock excavation.

Meridian Fence LLC
PO Box 479
Star, ID 83669
(208) 888-6131

MERIDIAN FENCE 888-6131

Estimate

Date	Estimate #
5/11/2020	17534

Name / Address
Hubble Homes 701 S. Allen St Ste. 104 Meridian, Id 83642

Description	Qty	Rate	Total
5X5X96 Tan Blank Post	270	19.50056	5,265.15
5" Flat Cap Tan	270	0.94	253.80
Premixed concrete delivered and poured by concrete truck.	270	4.25	1,147.50
6' Wide 6' Tall 6" T&G Style Vinyl Fence Section Kit Lattice Top Tan	265	91.70	24,300.50
Installation of fence	1,587	7.00	11,109.00
2 x 2 x 84 Iron Fence Post	58	15.00655	870.38
80# Cement Ready Mix	58	4.40	255.20
2" Black Iron Flat Post Cap	58	0.945	54.81
58 x 94 Vista 2 Rail	56	81.90	4,586.40
1" Black Iron Mounting Bracket	224	0.86942	194.75
Professional installation of iron fencing	450	6.00	2,700.00

Total $50,737.49

RESOLUTION NO. R28-2020
CITY OF KUNA, IDAHO

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

- **SETTING FORTH CERTAIN PURPOSES;**
- **AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL PROPERTY LEASE AGREEMENT TO LEASE THE OUTDOOR LOT OF THE 4TH STREET GYM FOR A COMMUNITY RETAIL POP-UP VILLAGE/INCUBATOR AND OTHER SUPPORTING ACTIVITIES INCLUDING FOOD TRUCKS, STREET VENDORS AND ENTERTAINMENT;**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE.**

Section 1. Findings

The City Council of the City of Kuna finds that it is in the best interest of the City to enter into that certain Agreement entitled "School Property Lease Agreement" for the reasons stated therein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

Section 2. Authority

The Mayor is hereby authorized to execute the "School Property Lease Agreement**"**, by and between the City of Kuna and the Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho, a copy of the lease is attached hereto marked **"EXHIBIT A",** subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City's performance of its obligations under the "School Property Lease Agreement."

Section 3. Directing the City Clerk

The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to the Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho.

Section 4. Effective Date

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

PASSED BY THE COUNCIL of Kuna Idaho this 19th day of May, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 19th day of May, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

SCHOOL PROPERTY LEASE AGREEMENT

A LEASE AGREEMENT RELATING TO THE USE OF SCHOOL PROPERTY BY THE CITY OF KUNA, IDAHO FOR USE AS A COMMUNITY RETAIL POP-UP VILLAGE/INCUBATOR AND OTHER SUPPORTING ACTIVITIES INCLUDING FOOD TRUCKS, STREET VENDORS AND ENTERTAINMENT.

PARTIES:

Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho	Lessor	711 E Porter Kuna, Idaho 83634
City of Kuna, Idaho	Lessee	Post Office Box 13 Kuna, Idaho 83634

THIS AGREEMENT, entered into as of this ____ day of _____ 2020, by and between the CITY OF KUNA, IDAHO (hereinafter called CITY) and the KUNA JOINT SCHOOL DISTRICT NO. 3 ADA AND CANYON COUNTIES, IDAHO, (hereinafter called SCHOOL), and shall become effective on the Effective Date stated herein.

DEFINITIONS

For all purposes of this Agreement, the following words, terms and phases in bold, herein this Section contained, shall be defined and interpreted as herein provided unless the context of the term herein clearly requires otherwise:

Agreement: Means and refers to this "School Property Lease Agreement."

City: Means and refers to the City of Kuna, Idaho.

Effective Date: Means and refers to _____, the date this Agreement shall take effect.

Party/Parties: Means and refers, depending upon the context of the term, to CITY and/or SCHOOL as the Parties to this Agreement.

Permanent Improvements: Means and refers to things erected or planted on the Property, such as buildings, structures, pathways, electrical systems, sewer, trees, bushes, other landscaping features, or any other alterations to the real property that cannot be removed without injuring the land.

Property: Means and refers to the real property identified in Exhibit B to this Agreement, which is owned by the SCHOOL and commonly referred to as the outdoor lot of the 4th Street Gym.

Non-Permanent Improvements: Means and refers to things erected or placed on the Property, or any other alterations, that can be removed without injuring the land. This definition specifically includes, but is not limited to, sheds that CITY intends to place upon the Property to be occupied by vendors.

School: Means and refers to the Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho.

RECITALS

WHEREAS:

1. SCHOOL owns certain vacant real property as described in Exhibit B (Property), attached hereto, commonly referred to as the outdoor lot of the 4th Street Gym; and

2. Pursuant to Idaho Code § 3-601, the board of trustees of SCHOOL has authority to authorize the use of vacant school land of the district for any public purpose; and

3. CITY desires to enter into a lease agreement with the SCHOOL to use the Property for a community retail pop-up village/incubator and other supporting activities including food trucks, street vendors and entertainment (the "Kuna Market Village") at no cost to the CITY; and

4. CITY has authority to enter into lease agreements, erect buildings or structures for needful purposes of CITY, operate cultural activities, and make resolutions to promote the general welfare, trade, commerce, and industry pursuant to I.C. §§ 55-302 through 55-303.

5. CITY's intended use will require Permanent and Non-Permanent Improvements to be made to the Property; and

6. The SCHOOL has agreed to allow the CITY to use and improve the Property to operate the Kuna Market Village on the terms and conditions set forth herein; and

7. The SCHOOL and CITY desire to memorialize their understanding into this lease Agreement.

LEASE AGREEMENT

NOW THEREFORE the Parties hereto do mutually agree as follows:

1. **Incorporation of Recitals.** The above recitals are contractual and are incorporated in this Agreement by reference.

2. **Leased Premises.** SCHOOL shall lease the Property as described in Exhibit B to the CITY to be used for the Kuna Market Village.

3. **Term, Renewal and Termination.** The initial term of this Agreement is for the period commencing on Effective Date and ending three (3) years thereafter. This term can be

extended for additional terms upon giving written notice of the same to the SCHOOL at least sixty (60) days prior to the termination date of the initial term or any renewal term. Either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the address listed in this Agreement.

4. **Consideration**. The consideration for this Agreement shall be the operation of and maintenance of the Property by CITY for use as the Kuna Market Village, for the benefit of the people of CITY and the general public in accordance with the terms and conditions set forth herein. SCHOOL agrees to lease the Property to CITY for no charge.

5. **Maintenance, Alterations and Improvements.**

5.1 Maintenance. CITY agrees to maintain the Property throughout the duration of this Agreement. CITY shall be responsible for any repairs and costs incurred in maintaining the Property. During the term of this Agreement, CITY shall maintain the Property in a condition that is reasonably safe for visitors to the Property. Any damage to the Property by CITY or its invitees shall be the responsibility of CITY.

5.2 Improvements. CITY is authorized under this Agreement to construct improvements, structures, and/or facilities, and/or otherwise alter the Property in a manner that is consistent with the intended purpose of this Agreement. Improvements may be of a Non-Permanent or Permanent nature, and for purposes of example may include, but are not limited to, signs and displays, vegetation, trash facilities, pathways, fencing, security upgrades, picnic tables, and shopping units. Any improvements, structures, facilities or alterations will be constructed at no expense to SCHOOL, unless otherwise agreed upon in writing. During the term of this Agreement, CITY owns all improvements it constructs on the Property. CITY may demolish any such improvements as it determines, in its sole discretion, are necessary or convenient to its use of the Property for the Kuna Market Village.

5.2.1 SCHOOL Administrator: SCHOOL shall appoint an administrator with the authority to authorize and approve particular Permanent Improvements to be made to the Property by CITY.

5.2.2 Storage of Non-Permanent Improvements: The Parties recognize and agree that the Kuna Market Village will not be open to the public or be occupied by vendors every month of the year, but will generally open to the public starting in June or July and close to the public in August or September each year of this lease. During the months where the Kuna Market Village is closed to the public, and there are no vendors occupying any space on the Property, the Non-Permanent Improvements may remain on the Property. The CITY shall only be required to remove the Non-Permanent Improvements from the Property upon expiration or termination of this Agreement.

5.3 Vendor Agreements. CITY shall prepare and require that all retail tenants of the Kuna Market Village submit an application and execute a vendor license agreement with CITY regarding use of the Market Village prior to retail tenant use. SCHOOL may provide input into such application and vendor license agreement forms and CITY agrees to provide final drafts of such forms to SCHOOL prior to entering into any vendor license agreements with retail vendors. CITY agrees to keep SCHOOL reasonably informed of the number of vendors for any particular market season and changes to the expected number or type of tenants for each market season.

5.3.1. Selecting Vendors: Subject to 5.3 above, the Parties agree that the CITY shall have the right to select which vendors will occupy retail spaces at the Kuna Market Village. The SCHOOL shall be entitled to give input on the form of the agreements the CITY enters with vendors, but shall not be entitled to select the vendors.

6. **Insurance**. During the term of this Agreement, CITY shall maintain in full force and effect a policy of comprehensive general liability insurance on said Property and naming as insureds CITY and SCHOOL. Said insurance shall provide liability protection for and against all claims of injury and/or property damage occurring on the Property during the term of this Agreement, which directly or indirectly relate to the use of the Property by CITY.

7. **Right of Entry**. SCHOOL shall have the right to enter the Property at any reasonable time to examine the same and determine the maintenance and state of repair.

8. **Indemnity and Hold Harmless**. CITY agrees to indemnify, defend, and hold harmless SCHOOL, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CITY, CITY'S agents, employees, or representatives under this Agreement.

9. **Surrender Upon Expiration or Termination**. Upon expiration or termination of this Agreement, CITY shall surrender possession of the Property to SCHOOL in the condition of the Property at such expiration or termination date, including any Permanent Improvements that may be made upon the Property by CITY. Any permanent fixtures, alterations, additions, improvements, and appurtenances attached to or built on the Property prior to or during the term of this Agreement, whether by CITY at its expense or by SCHOOL at its expense, or both, shall revert to the ownership and control of SCHOOL, unless otherwise agreed in writing by the Parties prior to said expiration or termination date.

9.1 **Disposition of Non-Permanent Improvements**. CITY shall be authorized to remove Non-Permanent Improvements from the Property upon expiration or termination of this Agreement.

10. **Condition of Premises**. CITY acknowledges that it has inspected the Property, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of SCHOOL to make any alterations, repairs, or additions thereto, unless specifically mentioned elsewhere in this Agreement.

11. **Health and Safety**. CITY shall maintain the Property in good order and in a clean, sanitary and safe condition and shall have the primary responsibility to ensure that any licensees, concessionaires, or retailers operate and maintain the Property in such a manner. SCHOOL, upon discovery of any hazardous conditions on the Property that presents a threat to health and/or danger to life or property, will notify CITY and shall require that the affected part or all of the Property be closed to the public until such condition is corrected and the danger to the public is eliminated. If the condition is not corrected by CITY within a reasonable time, SCHOOL shall have the option to correct the hazardous conditions and collect the cost of repairs from CITY, or immediately revoke this Agreement. However, SCHOOL shall not unreasonably declare certain conditions as hazardous, nor unreasonably withhold approval of corrections to identified hazardous conditions made by the CITY, in order or to justify revocation of this Agreement. CITY, its concessionaires, licensees, and retailers shall have no claim for damages against SCHOOL, or any officer, agent, or employee thereof, on account of action taken pursuant to this section, except where the actions were taken unreasonably with the apparent intent to undermine or unjustifiably revoke this lease Agreement.

12. **Financial Obligations of CITY**. Nothing in this Agreement shall bind CITY to a commitment of funds in excess of that lawfully appropriated by its governing body.

13. **Applicable Law and Regulations**. CITY shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. CITY shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this Agreement.

14. **Relationship of Parties**. This Agreement does not in any way create any joint venture or other entity or enterprise or relationship other than contemplated herein.

15. **Entire Agreement**. This is the entire Agreement of the CITY and the SCHOOL and can only be modified or amended in writing by the Parties.

16. **Notice**. Any notice may be served upon SCHOOL by certified mail to SCHOOL at:

Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho Office
711 E Porter

Kuna, Idaho 83634

And any notice may be served upon CITY by certified mail to CITY at:

City of Kuna
Post Office Box 13
Kuna, Idaho 83634

Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

17. **Severability**. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

18. **Modification**. This Agreement may be modified or amended only by a writing duly executed by both Parties.

19. **Assignment**. This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party, and nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

20. **Choice of Law**. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho.

21. **Authority**. The undersigned representatives each certify that they have the authority to enter into this Agreement on behalf of their respective Party.

[Rest of page left intentionally blank]

DATED this 13 day of May, 2020

SCHOOL:

Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho

By: Wendy Johnson

It's: Wendy Johnson

DATED this _____ day of _____, 2020

CITY:

City of Kuna

By: _____

It's: *Joe L. Stear. Mayor*

ATTEST:

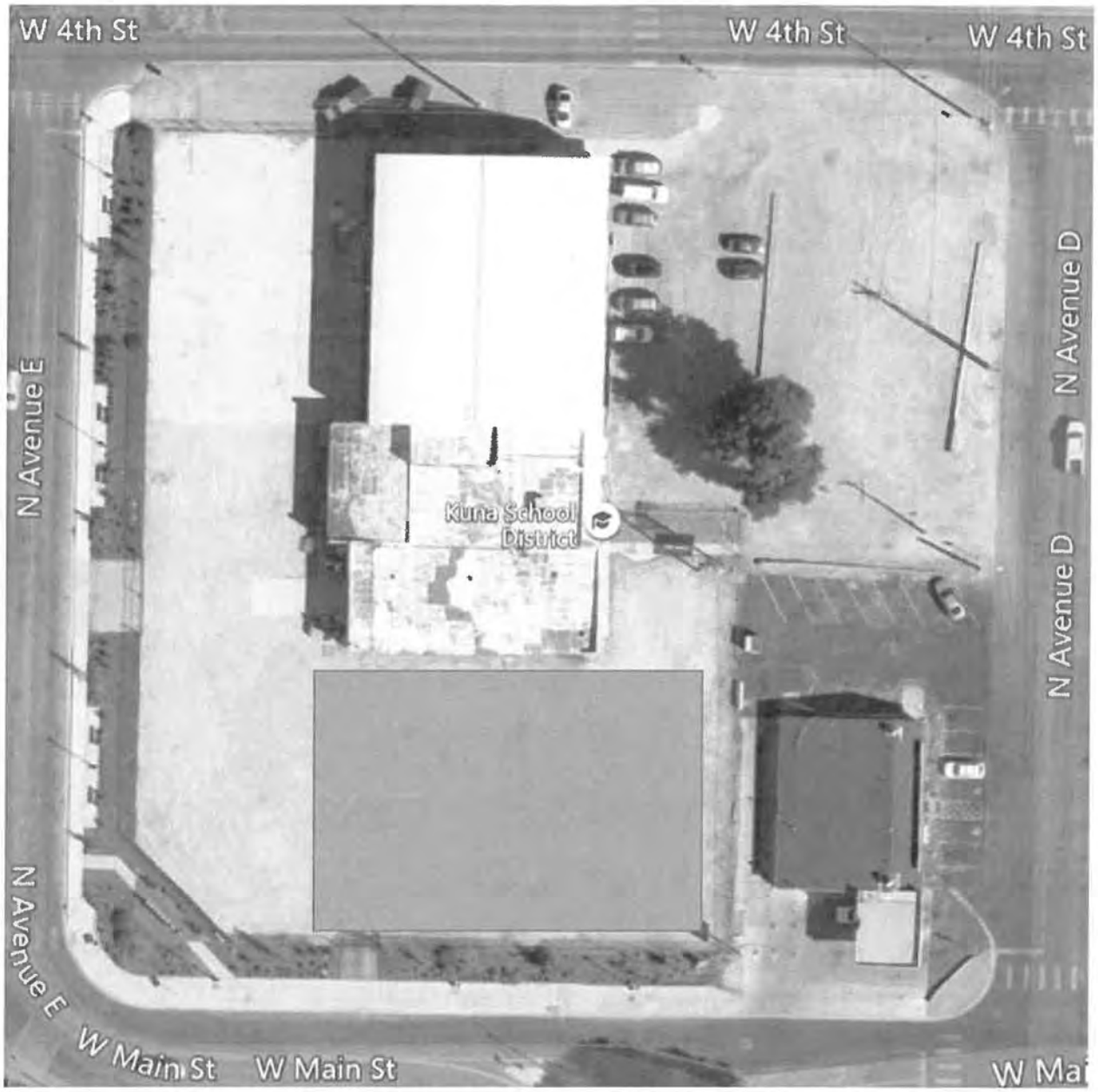
Carlissa Morgan

Clerk of the Board of Trustees
Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho

_____

Chris Engels, City Clerk

EXHIBIT B – 4th Street Gym Outdoor Lot Location





Note: Photos are conceptual and examples from other communities

City of Kuna
751 W 4th St
Kuna Idaho 83634
www.KunaCity.id.gov

Kuna Market Village – Retail Incubator

Background on Kuna, Idaho:
Kuna Idaho is a rural-suburban city of approximately 24,980 residents (2020 Compass Estimate) located approximately 30 minutes from Boise. In the past five years, Kuna has put a significant investment into Main Street and Downtown Kuna to help strengthen economic development and promote walkability. Under construction on Phase 2 of a Main Street revitalization program in April 2020, the City of Kuna is hungry for additional businesses to spur growth within our downtown and community at large.

Introducing the Kuna Market Village:
While we have a number of businesses in our downtown, we are also challenged in having enough available building space to encourage our retailers and home-based businesses to make an investment in opening a storefront.

Kuna has a strong entrepreneurial community with over 100 home occupation businesses that produce a good or service for the community. Many of these businesses have expressed the challenges and risks of expanding their businesses and production. Based on the feedback and research on various concepts, we've determined this incubator offers the opportunity to help strengthen some of these businesses and bridge the gap to open a storefront.

Small businesses that participate will need to offer a ***locally made/sourced good or product***. Priority for units will be offered to local producers. This concept will not be seeking to house multi-level marketing companies, the goal is for locally created and sourced goods. One example of a business that is interested is Wild Rose Farms who creates local honey, soaps, candies, and other products and frequently sell in trade and event shows around the Valley. They are interested in being a tenant and have other producers in their network that they would like to refer.

The incubator will also host plaza areas for the community to congregate, feature local art, bring in food-trucks, and have a stage area for concerts and special events.

Summary of Kuna Benefits:

There are several elements of the Kuna Market Village that are unique, and we hope can serve as a template for other communities to implement within their cities as well:

- **Next Steps and Timeline for the Kuna Market Village** *(As local health order allows due to COVID-19)*
    - Formalize agreement with the school district for the land lease at Main and Ave E. It's currently under legal review and will go before the School Board for final approval.
    - The layout, colors, building materials are scheduled for the Planning & Zoning Commission for design review.
    - The sheds will be ordered for construction from a local producer.
    - Work on site improvements.
        - Any ground work to level and follow ADA accessibility
        - Split electric from main building
        - Pull electric to each unit location
        - Prep and install asphalt pathways
    - Retro fit the units
        - Electricity
        - Secure Windows
        - Locking Doors
        - Other components as needed.
    - Marketing materials for the market village will go out to potential vendors to formalize contracts, create signage for buildings, and work on internal configuration before opening.
    - The schedule is for annual opening in May and stay open through Labor Day weekend and look at opening for a holiday season during November and December.
    - Develop program options for home businesses that need meeting space to incorporate into the incubator concept.

- **Phased Approach for Build out**
    - In phase one, Kuna will purchase 8-10 sheds that will be converted to 120 sq ft retail storefronts with select hours during the summer and holiday season.
    - The City of Kuna will invest up to $100,000 for the first phase of the incubator including pathways, fencing, security upgrades, picnic tables, and 8-10 shopping units.
    - At full build-out, the Kuna Market Village will house up to 25 units that will need an investment of up to an additional $150,000.
    - The final phase of the incubator concept will be to include a meeting space with office equipment, tables, chairs, internet connectivity and audio/video options. This phase will be an additional $50,000.
    - Total proposed Retail Incubator is $250,000 plus $50,000 for Meeting Space.

- **Overall Goals of the Program**
    - Offer home-based businesses and local producers the opportunity to have a storefront with reduced risk.
    - Teach the business community skills that they can take forward to grow their businesses
    - Increase the volume of people coming to shop and eat in Downtown Kuna
    - Increase the amount of local manufacturing and production taking place within our Kuna businesses and the Treasure Valley. By increasing their sales and offering a venue to buy products for customers, the goal is that they would need to hire people to help them produce more product.

- See retail businesses "graduate" from the incubator and invest into larger brick and mortar storefronts within Downtown Kuna. The goal is that a company would only need to be incubated for 2-3 years, and the opportunity would rotate to other vendors.
- Work with students to enhance their hands-on experience in construction, business, and finance.
- Provide a gathering space within Kuna for local pop-up events, concerts, etc.
- Feature Kuna artists within the concept with some potential installations that could rotate with the market village.

- **Incubator Education/Training Component:**
  - Any business that participates within the Market Village will be offered a 6-week entrepreneurial training program at no cost through a partnership with the Women's Business Center and the Small Business Administration.
    - The six-week training will also enable any business that takes advantage of the program in 2020 a subscription to a software called LivePlan for business planning purposes.
  - The Kuna Economic Development Department will also continue hosting additional training for incubator participants and the broader community.
    - In 2019, the City hosted an Entrepreneur's 3-part series bootcamp with 27 participants that focused on elements of how to take an idea and bring it to life, legal formation steps, and how to seek financing. In 2020, we planned to host a Marketing Bootcamp series in April, but had to reschedule toward later summer/fall due to the COVID outbreak.
  - We will continue to explore the opportunity to partner with neighboring cities on our training initiatives. As an example, we are co-hosting entrepreneurial training with the City of Meridian (neighboring City) as well as the Kuna Chamber of Commerce and the Meridian Chamber. We see opportunities to work regionally in providing opportunities for home-based businesses to grow and learn.

- **Partnership Opportunities:**
  - Kuna School District
    - Partnership in lease agreement to use the 4th Street Gym lot
    - Collaboration with new construction trade program being offered in Fall 2020 at the new technical high school. There is a potential that the first set of sheds will be created by Tuff Sheds, and the second or third phase could have sheds created through the construction program for the Kuna Market Village.
    - Opportunity as partners in some of the woodworking elements of the village in accents, signage, internal shelving, etc for the units.
    - At full build out, there will be one "*public*" shed available as needed for community fundraising initiatives. We look to coordinate with the school district to work with students and teach them how to run a retail location while they sell items to fundraise for their clubs or sports.
    - We will explore to have students participate in putting together training opportunities for small businesses.
  - Idaho Women's Business Center (IWBC)
    - As a federal partner for COVID relief, the IWBC will be receiving some grant funds specific to education and training for businesses. They will be the ones offering the 6-week training program, and Kuna could be one of the pilot cities for their program.
  - Small Business Administration

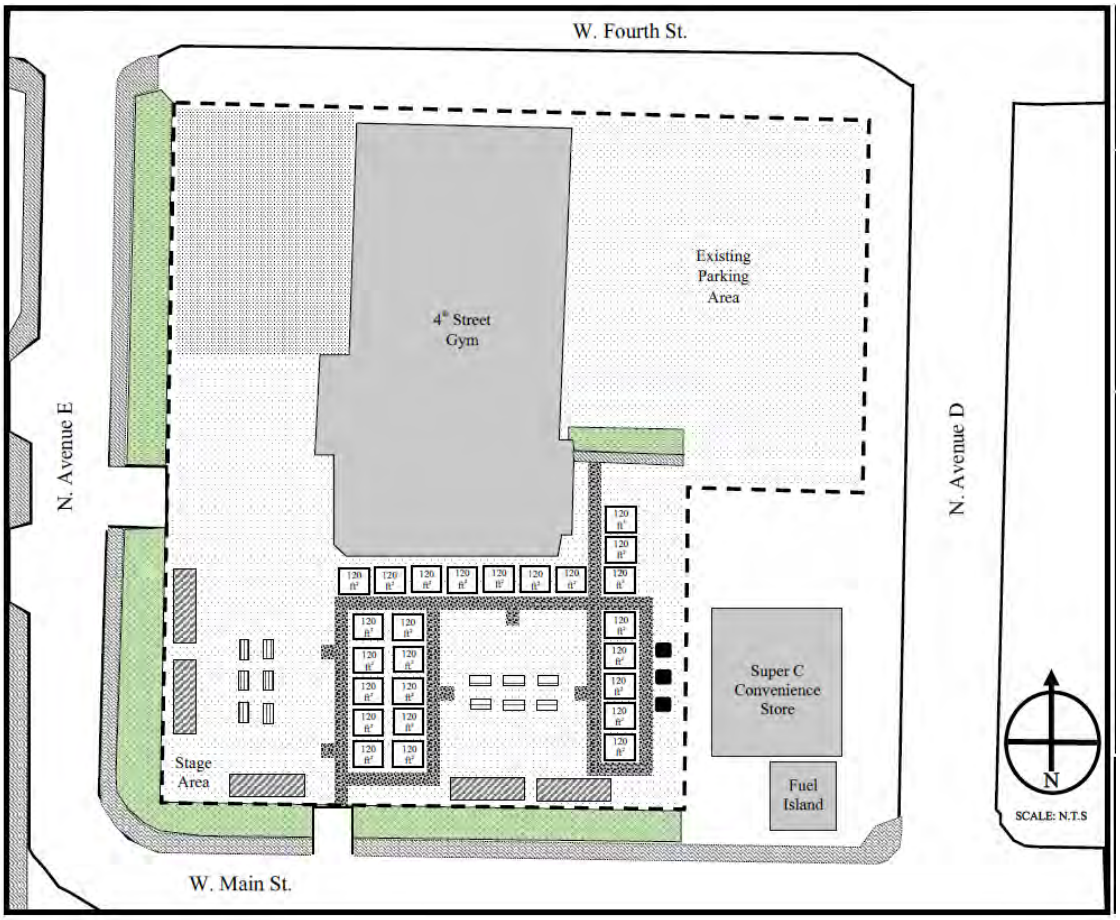
        - We will work closely with the SBA on offering continuing education series for small businesses in the incubator as well as others in the community with training needs.
    - Tuff Sheds
        - Supporting a locally produced product, Tuff Sheds will create the first 8-10 units for Kuna.
    - Kuna Chamber of Commerce
        - We will partner with the Chamber to advertise the village, coordinate on community events and training opportunities, and hosting functions for downtown businesses.
    - Downtown Businesses
        - The goal would be to see increased activity for the downtown overall. Our hope is to partner with all downtown businesses to stay open during the hours of the market village, so that people can walk through downtown while they are shopping. We anticipate restaurants will see an uptick on market days in volume of people coming to shop at the market village.

Contact Information -

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986.200.3155

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208.922.5546

Layout & Color Schemes (Full-Build out):



LEGEND

- Property Boundary
- Existing Landscape Buffers
- Existing Gravel Surface
- Existing Concrete Surface
- Existing Sidewalk
- Proposed Recycled Asphalt Pathway
- Proposed Food Truck Parking
- Proposed Picnic Tables
- Proposed Restrooms (Portable Facilities)
- Proposed Retail Buildings

BUILDING COLORS



BUILDING ELEVATIONS

SCALE: N.T.S





RESOLUTION NO. R29-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO DETERMINING A CERTAIN AREA WITHIN THE CITY OR WITHIN THE CITY'S AREA OF OPERATION, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018 (9) AND 50-2903(8), DIRECTING THE URBAN RENEWAL AGENCY OF KUNA, IDAHO TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS, FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Kuna (the "City") found that deteriorating areas exist in the City, therefore, for the purposes of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), created an urban renewal agency pursuant to the Law, authorizing the Agency to transact business and exercise the powers granted by the Law and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") upon making the findings of necessity required for creating the Urban Renewal Agency of the City of Kuna (the "Agency");

WHEREAS, the Mayor has duly appointed the Board of Commissioners of the Agency, which appointment was confirmed by the City Council;

WHEREAS, the City previously obtained an eligibility report, which examined an area bounded generally by West Fourth Street, Linder Avenue/Swan Falls Road, Union Pacific Railroad right-of-way, Shortline Street, West Avalon, and School Avenue, and adjacent areas, including an area bounded by Swan Falls Road, Stagecoach Way, and Union Pacific right-of-way, and commercially designated property along Avalon Street between Linder and Kay Avenue, for the purpose of determining whether such area is a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8)(b);

WHEREAS, that eligibility report (referred to as the "Initial Report"), dated November 7, 2003, was submitted to the Mayor and City Council.

WHEREAS, the City Council and Mayor of the City on or about December 22, 2003, adopted and approved Resolution No. 208, creating the Agency, authorizing it to transact business and exercise the powers granted by the Law and the Act, upon making the findings of necessity required for creating the Agency, and authorizing the Agency to commence the planning process to prepare an urban renewal plan;

WHEREAS, such area examined in the Initial Report was determined to be a deteriorating area and/or a deteriorated area as defined by the Law and Act;

WHEREAS, the Agency obtained a revised report, dated July 16, 2004 (the "Revised Report"), prepared by Harlan W. Mann, which examined an area several blocks at the east end of downtown Kuna;

WHEREAS, the City Council and the Mayor, on or about August 3, 2004, adopted and approved Resolution No. 208A, determining a certain additional area in downtown Kuna to be a deteriorating area and/or a deteriorated area as defined by the Law and Act, directing the Agency to commence and complete the preparation of an urban renewal plan, and providing for an effective date;

WHEREAS, such area examined in the Revised Report was determined to be a deteriorating area and/or a deteriorated area as defined by the Law and Act;

WHEREAS, the Agency caused a draft urban renewal plan to be prepared;

WHEREAS, the City Council and the Mayor, on or about December 21, 2004, adopted and approved Resolution No. 223, repealing Resolution No. 208 and Resolution No. 208A, which created the Agency and authorized it to transact business and exercise the powers granted by the Law and Act;

WHEREAS, the City recognizes that there are certain factual prerequisites to the empowerment of the agency and the ultimate adoption of an urban renewal plan containing revenue allocation financing provisions;

WHEREAS, one such area was originally examined and determined to be a deteriorating area and/or a deteriorated area as defined in the Law and the Act in the Initial Report and the Revised Report prepared by Harlan W. Mann;

WHEREAS, the area originally examined in the Initial Report and Revised Report continues to be a deteriorating area and/or a deteriorated area;

WHEREAS, the comprehensive plan for the City was revised and amended, and during that process information was presented indicating there are additional deteriorating and deteriorated areas within the City, including the city center and urban core as indicated in that certain staff report dated April 18, 2011;

WHEREAS, the City Council and Mayor of the City, on or about May 3, 2011, adopted and approved Resolution No. R21-2011, recreating the Agency, authorizing it to transact business and exercise the powers granted by the Law and the Act, upon making the findings of necessity required for creating the Agency, and authorizing the Agency to commence the planning process to prepare an urban renewal plan;

WHEREAS, since the adoption of Resolution No. R21-2011, there have been meetings and considerations by and between City Officials, City Staff and stakeholders, as to how best to use the tools under the Law and the Act;

WHEREAS, in the fall of 2019, the City authorized J-U-B Engineers, Inc. to commence an eligibility study and preparation of an eligibility report of an area approximately 842 acres in size and located at the southernmost portion of Highway 69/Meridian Road and extending south to the Union Pacific Rail Line and west along West Avalon Street to encompass portions of Linder

Avenue and Franklin Avenue. The area continues west to include all properties from Linder Avenue to Ten Mile Road and from 4th Street to West Avalon Street. Additional properties are also included on the south side of the Union Pacific Rail Line along West Shortline Street and East Stagecoach Way. Currently, the area studied consists of both properties located within the City limits as well as within the City's area of operation, in unincorporated Ada County. Idaho Code § 50-2018(18) defines "area of operation," in part, to mean "the area within the corporate limits of the municipality and the area within five (5) miles of such limits" subject to certain limitations;

WHEREAS, the Agency obtained an eligibility study (the "2020 Report"), which examined an area within the area of operation of the City, in an area known as the Kuna West District Study Area ("Study Area") for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8). The Study Area includes parcels located in unincorporated Ada County;

WHEREAS, the 2020 Report, was submitted to the Agency, a copy of which is attached hereto as **"Exhibit A"**;

WHEREAS, the Agency, on April 24, 2020, adopted Resolution No. URA2020-02 (a copy of which is attached hereto as Exhibit B without the attached exhibits thereto) accepting the 2020 Report and authorizing the Chair of the Agency to transmit the 2020 Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation provision as allowed by Act;

WHEREAS, the Agency acknowledged in Resolution No. URA2020-02 that if any portion of the real property located in unincorporated Ada County is planned to be included in any proposed urban renewal project, the Ada County Board of County Commissioners would be asked to adopt a resolution finding the need for an urban renewal project for the proposed Study Area;

WHEREAS, the Agency proceeded with transmitting the 2020 Report to the Ada County Board of County Commissioners for the purposes of obtaining a resolution accepting the 2020 Report and determining such area to be a deteriorated area and/or a deteriorating area and appropriate for an urban renewal project;

WHEREAS, pursuant to Idaho Code Sections 50-2018(9) and 50-2903(8), which define "deteriorating area" and "deteriorated area," many of the qualifying conditions necessary to be present in such an area are found in the Study Area, *i.e.*,

1. the presence of a substantial number of deteriorated or deteriorating structures;
2. predominance of defective or inadequate street layout;
3. faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
4. insanitary or unsafe conditions;
5. deterioration of site or other improvements;
6. diversity of ownership;
7. existence of conditions which endanger life or property by fire and other causes.

WHEREAS, the Study Area includes a substantial amount of open land;

WHEREAS, under the Act a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality;

WHEREAS, Idaho Code Sections 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open areas, which are the same or similar to the conditions set forth above;

WHEREAS, such additional conditions regarding open areas are present and are found in the Study Area;

WHEREAS, the effects of the listed conditions cited in the 2020 Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, the 2020 Report includes a preliminary analysis concluding the base assessment roll value for the Study Area does not exceed 10% of the overall current (2019) assessed valuation of all taxable property within the City;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2018(9) and 50-2903(8)(f), the definition of a deteriorating area shall not apply to any agricultural operation, as defined in Idaho Code Section 22-4502(2), absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area includes parcels subject to such consent;

WHEREAS, the Agency is in the process of obtaining the necessary consents, which consents will be obtained prior to submittal of any urban renewal plan for the Study Area to the City Council;

WHEREAS, Idaho Code Section 50-2018(18) provides that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the other city or county declaring the need for an urban renewal plan for the proposed area:

WHEREAS, a portion of the Study Area includes certain real property located within the City's area of operation in unincorporated Ada County;

WHEREAS, the Ada County Board of County Commissioners was asked to consider adoption of a resolution finding the need for an urban renewal project for the proposed Study Area;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to

be a deteriorated area or a deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906 also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or a deteriorating area; and

WHEREAS, it is desirable and in the best public interest that the Agency prepare an urban renewal plan for the area identified as the Study Area in the 2020 Report located in the city of Kuna, county of Ada, state of Idaho.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

Section 1. The City Council finds and declares:

1.1 That the Study Area described in the 2020 Report is a deteriorated area or a deteriorating area existing in the City or the City's area of operation as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended;

1.2 That there is a need for the Agency, an urban renewal agency, to function in accordance with the provisions of said Chapters 20 and 29, Title 50, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan; and

1.3 That the area identified as the Study Area in the 2020 Report is determined to be a deteriorated area or a deteriorating area, or a combination thereof, and such area is designated as appropriate for an urban renewal project.

1.4 That the area identified as the Study Area in the 2020 Report includes certain parcels located within unincorporated Ada County. The Ada County Board of County Commissioners resolution finding the need for an urban renewal project for the proposed Study Area consistent with Idaho Code § 50-2018 (18) will need to be received by the Agency prior to the Agency's consideration of any proposed urban renewal plan or project area. Should the Ada County Board of County Commissioners fail to adopt the necessary resolution, then those parcels located within unincorporated Ada County shall not be included in any proposed urban renewal plan or project area unless or until parcels are annexed into the City.

1.5 That the Agency will need to receive the required agricultural operation consents from the real property owners prior to formally submitting the proposed urban renewal plan to the City for its consideration.

Section 2.

That the City Council hereby directs the Agency commence preparation of an urban renewal plan for consideration by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Chapters 20 and 29, Title 50, Idaho Code, as amended. In considering the

geographic size of the proposed project, the Agency is directed to specifically consider whether Ada County has adopted a resolution consistent with Idaho Code § 50-2018(18), and if not, those parcels located within unincorporated Ada County shall not be included in any proposed urban renewal plan or project area unless or until parcels are annexed into the City.

Section 3.

That in the event the parcels located within unincorporated Ada County are included in any proposed urban renewal plan or project area, the City Council would seek to obtain an agreement with Ada County, Idaho, as required by Idaho Code § 50-2906(c). Any agreement would need to be approved by Ada County Board of County Commissioners and the City Council prior to formal adoption of the urban renewal plan by the City Council.

Section 4. Effective Date

That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED BY THE COUNCIL of Kuna Idaho this 19th day of May, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 19th day of May, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

RESOLUTION NO. URA02-2020

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE KUNA WEST DISTRICT AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AUTHORIZING AND DIRECTING THE CHAIR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF KUNA REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Kuna, Idaho, also known as the Kuna Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Kuna, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the city of Kuna ("City") previously obtained an eligibility report, which examined an area bounded generally by West Fourth Street, Linder Avenue/Swan Falls Road, Union Pacific Railroad right-of-way, Shortline Street, West Avalon, and School Avenue, and adjacent areas, including an area bounded by Swan Falls Road, Stagecoach Way, and Union Pacific right-of-way, and commercially designated property along Avalon Street between Linder and Kay Avenue, for the purpose of determining whether such area is a deteriorating area and deteriorated area as defined by Idaho Code, Sections 50-2018(9) and 50-2903(8)(b);

WHEREAS, that Eligibility Report (referred to as the "Initial Report"), dated November 7, 2003, was submitted to the Mayor and City Council.

WHEREAS, the City Council and Mayor of the City on or about December 22, 2003, adopted and approved Resolution No. 208, creating the Agency, authorizing it to transact business and exercise the powers granted by the Law and the Act, upon making the findings of necessity

required for creating the Agency, and authorizing the Agency to commence the planning process to prepare an urban renewal plan;

WHEREAS, such area examined in the Initial Report was determined to be a deteriorating and deteriorated area as defined by the Law and Act;

WHEREAS, the Agency obtained a revised Report, dated July 16, 2004 (the "Revised Report"), prepared by Harlan W. Mann, which examined an area several blocks at the east end of downtown Kuna;

WHEREAS, the City Council and the Mayor, on or about August 3, 2004, adopted and approved Resolution No. 208A, determining a certain additional area in downtown Kuna to be a deteriorating and deteriorated area as defined by the Law and Act, directing the Agency to commence and complete the preparation of an urban renewal plan, and providing for an effective date;

WHEREAS, such area examined in the Revised Report was determined to be a deteriorating and deteriorated area as defined by the Law and Act;

WHEREAS, the Agency caused a draft urban renewal plan to be prepared;

WHEREAS, the City Council and the Mayor, on or about December 21, 2004, adopted and approved Resolution No. 223, repealing Resolution No. 208 and Resolution No. 208A, which created the Agency and authorized it to transact business and exercise the powers granted by the Law and Act;

WHEREAS, the City recognized that there are certain factual prerequisites to the empowerment of the Agency and the ultimate adoption of an urban renewal plan containing revenue allocation financing provisions;

WHEREAS, one such area was originally examined and determined to be a deteriorating or deteriorated area as defined in the Law and the Act in the Report and Revised Report prepared by Harlan W. Mann;

WHEREAS, the area originally examined in the Initial Report and Revised Report continues to be a deteriorating or deteriorated area;

WHEREAS, the comprehensive plan for the City was revised and amended, and during that process information was presented indicating there are additional deteriorating and deteriorated areas within the City, including the city center and urban core as indicated in that certain staff report dated April 18, 2011;

WHEREAS, the City Council and Mayor of the City, on or about May 3, 2011, adopted and approved Resolution No. R21-2011, recreating the Agency, authorizing it to transact business and exercise the powers granted by the Law and the Act, upon making the findings of necessity

required for creating the Agency, and authorizing the Agency to commence the planning process to prepare an urban renewal plan;

WHEREAS, since the adoption of Resolution No. R21-2011, there have been meetings and considerations by and between City Officials, City Staff and stakeholders, as to how best to use the tools under the Law and the Act

WHEREAS, in the fall of 2019, the City authorized J-U-B Engineers, Inc. to commence an eligibility study and preparation of an eligibility report of an area located at the southernmost portion of Highway 69/Meridian Road and extending south to the Union Pacific Rail Line and west along West Avalon Street to encompass portions of Linder Avenue and Franklin Avenue. The area continues west to include all properties from Linder Avenue to Ten Mile Road and from 4th Street to West Avalon Street. Additional properties are also included on the south side of the Union Pacific Rail Line along West Shortline Street and East Stagecoach Way. The area studied consists of both properties located within the City limits as well as within the area of City impact, in unincorporated Ada County;

WHEREAS, the Agency has obtained an eligibility study (the "2020 Report"), which examined an area within the area of operation of the City, in an area known as the Kuna West District Study Area, which area also included real property located within unincorporated Ada County ("Study Area") for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the 2020 Report has been submitted to the Agency, a copy of which is attached hereto as Exhibit A;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. *See* Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list additional conditions applicable to open land areas, including open land areas to be acquired by the Agency;

WHEREAS, the 2020 Study addresses the necessary findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the 2020 Report includes parcels subject to such consent. While the necessary consents have not been obtained, any and all consents shall be obtained prior to City

Council consideration of any urban renewal plan;

WHEREAS, Idaho Code Section 50-2018(18) provides that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the other city or county declaring the need for an urban renewal plan for the proposed area:

WHEREAS, a potion of the Study Area includes certain real property located in unincorporated Ada County;

WHEREAS, if it is determined any portion of the real property located in unincorporated Ada County is planned to be included in any proposed urban renewal project, the Ada County Board of County Commissioners will be asked to adopt a resolution finding the need for an urban renewal project for the proposed Study Area;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the 2020 Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the Agency Board acknowledges acceptance and receipt of the 2020 Report.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8).

Section 4. That one such area is an area approximately 842 acres in size and more commonly known as the Kuna West District area. The area is located at the southernmost portion of Highway 69/Meridian Road and extending south to the Union Pacific Rail Line and west along West Avalon Street to encompass portions of Linder Avenue and Franklin Avenue. The area continues west to include all properties from Linder Avenue to Ten Mile Road and from 4th Street to West Avalon Street. Additional properties are also included on the south side of the Union

Pacific Rail Line along West Shortline Street and East Stagecoach Way. The area studied consists of both properties located within the City limits as well as within the area of City impact, in unincorporated Ada County;

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair of the Agency Board of Commissioners is hereby authorized to transmit the 2020 Report to the Kuna City Council requesting that the City Council:

a. Determine whether the Study Area identified in the 2020 Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project; Provided, however, that if it is determined any portion of the real property located in unincorporated Ada County is planned to be included in any proposed urban renewal project, the Ada County Board of County Commissioners will be asked to adopt a resolution finding the need for an urban renewal project for the proposed Study Area;

b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law; and

c. Coordinate with the Agency to obtain the required agricultural consent from the property owners.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Kuna, Idaho, also known as the Kuna Urban Renewal Agency, on April 24, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on April 24, 2020.

APPROVED:

By Greg Macpherson
Chair of the Board

ATTEST:

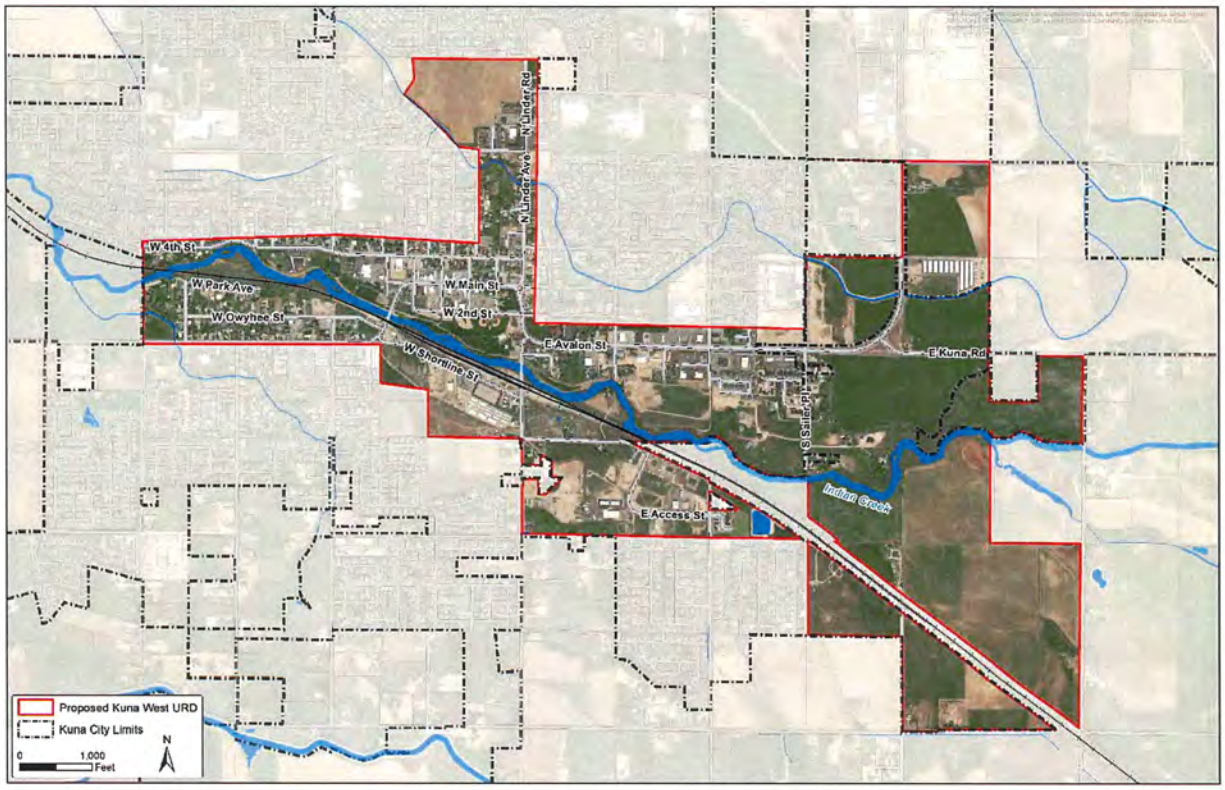
By Chris Engels
Secretary

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

4852-1175-6473, v. 1

Kuna Urban Renewal District Eligibility Study

KUNA WEST DISTRICT



This document was prepared for the City of Kuna by J-U-B Engineers, Inc.

J-U-B ENGINEERS, INC.

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Appendix A – Idaho Urban Renewal Statutes

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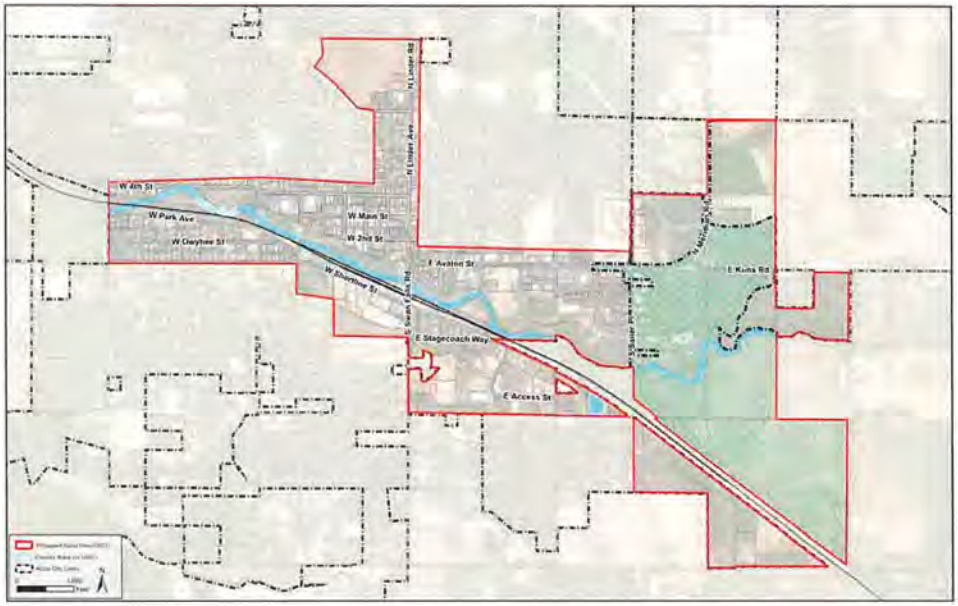
Executive Summary

This Urban Renewal Eligibility Report (the "Report") provides the technical support for a policy decision by the City of Kuna Urban Renewal Agency, Mayor and City Council to create a new urban renewal district in downtown Kuna. Properties within the proposed urban renewal Study Area (the "Study Area") are modest and, in many cases, exhibit deteriorating conditions, however they are essential to the community's future economic vitality. This Report provides the basis to declare the study area as a deteriorating area, as set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b).

Location

The Study Area is generally located at the southernmost portion of Highway 69/Meridian Road and extends south to the Union Pacific Rail Line and west along West Avalon Street to encompass portions of Linder Avenue and Franklin Avenue. The Study Area continues west to include all properties from Linder Avenue to Ten Mile Road and from 4th Street to West Avalon Street. Additional properties are also included on the south side of the Union Pacific Rail Line along West Shortline Street and East Stagecoach Way. Currently, the Study Area consists of both properties located within the City limits as well as within the area of city impact, in unincorporated Ada County as seen in **Figure 1**. The Board of County Commissioners will need to concur with the findings in the eligibility report by the adoption of a resolution [Idaho Code 50-2018(18)] prior to the start of any planning documents that will include areas in unincorporated Ada County. Depending on the timing of this planning process, it is possible the parcels located within unincorporated Ada County may not be included in any proposed urban renewal district.

Figure 1 - Proposed Kuna West Downtown District



Characteristics

The Study Area contains approximately 842 acres with a mix of land uses (industrial, commercial and residential). The Study Area is comprised of commercial corridors, the City's Main Street, and older residential neighborhoods. The Study Area contains some agricultural properties that are vacant and have previously been farmed within the last three years that may have the potential to be developed, with block sizes and lots/parcels and blocks exceeding 75,000 square feet in size. These agricultural properties will require owner consent forms pursuant to Idaho Code Section 50-2018(9) and 50-2903(8)(f). The older residential areas are developed on a tighter grid block system. Both the commercial corridors (Avalon Street and Main Street) and neighborhoods exhibit some deteriorating building facades and public infrastructure. Furthermore, some areas lack curb, gutter, sidewalks, stormwater facilities and lighting.

Conclusion

The Study Area is found to be eligible under the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code as it conforms to the definition of a "deteriorating area" specifically outlined in the Present Conditions in the Study Area section of this report. **Figure 2** illustrates the types of conditions that exist that qualify the Study Area for an urban renewal plan/project as set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b).

Figure 2 - Looking north on 2nd Street



***Figure 2** displays the deterioration of the pavement edge which qualifies under eligibility criteria 5, deterioration of site or other improvements.*

City of Kuna Urban Renewal Agency

The proposed urban renewal district will be the first urban renewal district established within the City of Kuna; however, there was a prior effort that went to City Council before the process was terminated and a decision was made to not adopt an Urban Renewal Plan that was prepared at the time. The City of Kuna voted to approve Resolution No. R21-2011 on May 3, 2011 to establish an Urban Renewal Agency. Though an Urban Renewal Agency has been in existence since 2011, it has remained dormant. The Mayor, with the advice and consent of the City Council, appointed individuals to serve as the City of Kuna Urban Renewal Agency Commission for the newly proposed Kuna West urban renewal district. The Agency Commissioners were appointed on March 17, 2020 during a regularly scheduled city council meeting.

In the fall of 2019, the City engaged the services of J-U-B ENGINEERS, Inc. (J-U-B) to analyze the Study Area and prepare an eligibility report to determine if it meets the criteria for consideration of an urban renewal district.

STEPS TO CREATE AN URBAN RENEWAL DISTRICT

1. Develop Eligibility Study to determine if an area meets the eligibility requirements set forth in the definitions of a deteriorated area and/or a deteriorating area in the Law and Act.

2. Approval of a resolution by the City Council to authorize the Agency to prepare an urban renewal plan for the area.

3. Prepare an urban renewal plan and recommend its approval to the City Council.

4. Referring the urban renewal plan to the Planning and Zoning Commission and setting a public hearing before the City Council to review the plan.

5. The adoption of a City Council ordinance after conducting the public hearing approving the urban renewal plan.

Purpose of Report

This eligibility report serves as "Step 1" in creating an urban renewal district. Upon approval of this report, an urban renewal plan will need to be prepared pursuant to Idaho Code Section 50-2905 and 50-2008, in part, to identify specific projects and improvements to be made within the proposed district.

This Report focuses on a Study Area of approximately 842 acres that encompasses commercial corridors, the City's Main Street, and older residential neighborhoods. The Study Area examined in this report is generally described as bordering Indian Creek and the Union Pacific Rail Line.

The purpose of this report is to determine if the Study Area meets the criteria outlined in Idaho statutes, Idaho Code Sections 50-2018(9) and 50-2903(8)(b), defining a "deteriorating area."

Background

The City's population has grown 33 percent from 2010 to 2018 according to U.S. Census data (*American Community Survey*). Although there have been commercial and industrial building permits issued within the City in recent years, the number of permits for dwelling units quadrupled in two years, climbing from 365 in 2014 to 1,854 in 2016. This

increase in residential buildings permits has remained constant since the 2016 boom. To balance this residential growth, the City Council is investing in the possible creation of a proposed urban renewal district to increase employment opportunities, foster public/private partnerships, and to increase the tax base within a major portion of the City's commercial and industrially-zoned land.

Present Conditions in the Study Area

Methodology

Conditions were evaluated in the Study Area through site visits conducted by City staff and J-U-B analysts, contacts with various City officials, and a review of public infrastructure inventory maps and assessor property information.

Deteriorating Area Characteristics

Under Idaho law, an area must meet the definition of a deteriorated or a deteriorating area in order to be eligible for inclusion in an urban renewal area. For the purpose of this report, the analysis was focused on whether the proposed area meets the requirements of I.C. 50-2018(9) and 50-2903(8)(b) for a deteriorating area, which is attached as **Appendix A.** In order to qualify as a deteriorating area, the proposed district must meet at least one of the nine conditions listed. The residential property shown in **Figure 3** qualifies as one of a substantial number of deteriorating structures within the study area that qualifies for eligibility Criteria 1, the presence of a substantial number of deteriorated or deteriorating structures.

Figure 3 – Present Conditions



The nine (9) eligibility criteria include:

1. **The presence of a substantial number of deteriorated or deteriorating structures.**

   Deteriorated or deteriorating structures are those that are so run down that they would qualify to be demolished, allowing the land to be repurposed for other uses. Newer structures and those that have been substantially rehabilitated within the last five to ten years are not considered deteriorating. This criterion was evaluated by completing a windshield survey, an informal survey comprised of driving around the community and recording observations, of the Study Area during January of 2020 and noted the absence or presence of the following conditions:

   - Broken or missing brick
   - Chimney damage
   - Fascia damage
   - Holes in siding
   - Damaged or missing shingles
   - Cracked or damaged windows

   While there are newer and rehabilitated structures at various locations, there are older deteriorating structures within the Study Area. A total of 707 structures were included in the windshield survey. Of those, a total of 187 showed some sign of deterioration, meeting at least three or more deterioration factors. Based on field evidence, deteriorating structures are found to be meaningfully present, and reasonably distributed, throughout the Study Area. Numerous deteriorated structures were identified in the area, depicted with yellow and red dots on **Figure 4**. Field observations are reflected in **Appendix B. This criterion is met.**

2. **Predominance of defective or inadequate street layout.**

   This criteria involves the overall condition of the existing street layout, the appropriateness of the layout, and overall connectivity of streets within the Study Area. The proposed district includes major entryway corridors into the City including Linder Road and Highway 69/Meridian Road. The Union Pacific Rail Line also bisects north/south Kuna in the proposed district. North-south vehicle and pedestrian/bicycle are strictly limited to South Swan Falls Road and Bridge Avenue.

   The corridor formed by the rail line and Indian Creek running diagonally through the town center have historically impacted development activities. Appropriate vehicular crossings are limited, thus impeding future development of these areas. Some large lots (5 acres and greater) remain along this corridor and so internal or secondary street systems have not been realized.

   The Study Area also exhibits connectivity issues related to pedestrian and bicycle activity. For example, on Bridge Avenue a trail/sidewalk is only available on the west side of the roadway while there is no pedestrian access along South Swan Falls Road. There are no bicycle lanes or facilities along either roadway, as there is inadequate street width to provide them. Aside from Main Street, the bicycle and pedestrian connectivity is spotty as there are inconsistencies where bicycle lanes

and sidewalks exist along with minor roadway improvements and/or redevelopment. See **Figure 4** where inadequate street infrastructure is depicted with purple lines. Improved street and bicycle/pedestrian connectivity within and between these areas will address street layout issues in the Study Area. **This criterion is met.**

3. **Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.**

Faulty lot layout was analyzed by determining areas with 75,000 square feet as the threshold for large lots and blocks. This threshold was established based on 300-foot x 250 foot blocks. Oversized lots and blocks are mostly located in the south and east parts of the Study Area, with a few located northwest of Study Area. These large lots and blocks also present issues with accessibility, connectivity and usefulness. Converting the existing smaller residential lots to mixed use/commercial uses also present challenges with accommodating access, parking, and site circulation. There is a diversity of lot sizes in the core, but it appears that the average width falls between 50 and 75 feet and the depths are between 125 and 150 feet. The median lot size within the Study Area is 0.24 acres or 10,500 square feet. Providing parking on these lots can become problematic at moderate to higher densities. The large lots and large blocks are reflected with blue dots and oversized blocks are identified with green dots on **Figure 4.** In addition, the large lots are shaded orange and small lots are shaded blue on **Figure 5. This criterion is met.**

4. **Insanitary or unsafe conditions.**

Typical insanitary conditions include excessive amounts of junk, trash, and weeds in violation of the City's Health and Safety code. Unsafe conditions are those where crime is an issue and/or where people generally feel unsafe due to lack of illumination, sidewalks, activity, etc. Most of these conditions are found within the older residential neighborhoods; however, the older commercial corridors along Main Street and Avalon Street displayed these conditions as well.

Some of the deteriorated streets and curbs experience drainage issues related to cracked and/or rutting surfaces. However, flooding is not a concern as the reach of Indian Creek through Kuna is within the 100-year floodplain.

Properties exhibiting insanitary or unsafe conditions as described above are indicated with orange dots on **Figure 4.** Properties which are vacant, underutilized, or without sufficient infrastructure are indicated with red dots on **Figure 4. This criterion is met.**

5. **Deterioration of site or other improvements.**

Site improvements include illumination, pavement, sidewalks, parking, fencing, or landscaping. Much of the existing street infrastructure within the Study Area is considered deteriorating as signs of rutting and cracking are exhibited, except in

limited areas where the City has completed a street improvement project or new development has just been completed. Many of the developed properties have deteriorating site improvements such as fencing.

Most deteriorating site improvements are located within the existing street systems with a lack of illumination, storm drainage systems, sidewalks, curbs, gutters and designated on-street parking. Sidewalks are lacking on most streets within the Study Area, other than Main Street, as only portions of the roadway contained sidewalk. As a whole, sidewalk connectivity throughout the Study Area was minimal. See **Figure 4**, where these conditions are identified with purple lines and colored dots, and **Figure 6**, where the existing sidewalks shown with yellow lines demonstrate several gaps and lack of sidewalks. **This criterion is met.**

6. **Diversity of ownership.**

   There is a diversity of ownership in the area that will require assemblage of property to occur. **This criterion is met.**

7. **Tax and special assessment delinquency exceeding the fair value of the land.**

   There are currently not any reliable resources to review these conditions. These conditions are unknown.

8. **Defective and unusual conditions of title.**

   There are currently not any reliable resources to review these conditions. These conditions are unknown.

9. **The existence of conditions which endanger life or property by fire and other causes.**

   Flood hazards and inadequate fire protection facilities to accommodate development are contributing factors of this criteria. While flooding is not a concern in Kuna, there is a concern regarding availability of infrastructure to provide adequate fire protection services. The areas located in the southeast portions of the Study Area around Meridian Road/Highway are comprised of large lots and blocks with limited water mains and hydrants. Additional water mains and fire hydrants would be necessary to serve new development. See **Figure 7. This criterion is met.**

Summary

The Study Area meets the criteria for declaring the area deteriorating based on deteriorated structures, defective street layout, faulty lot layout, unsafe conditions, and inadequate fire facilities.

FIGURE 4 - DETERIORATING CONDITIONS

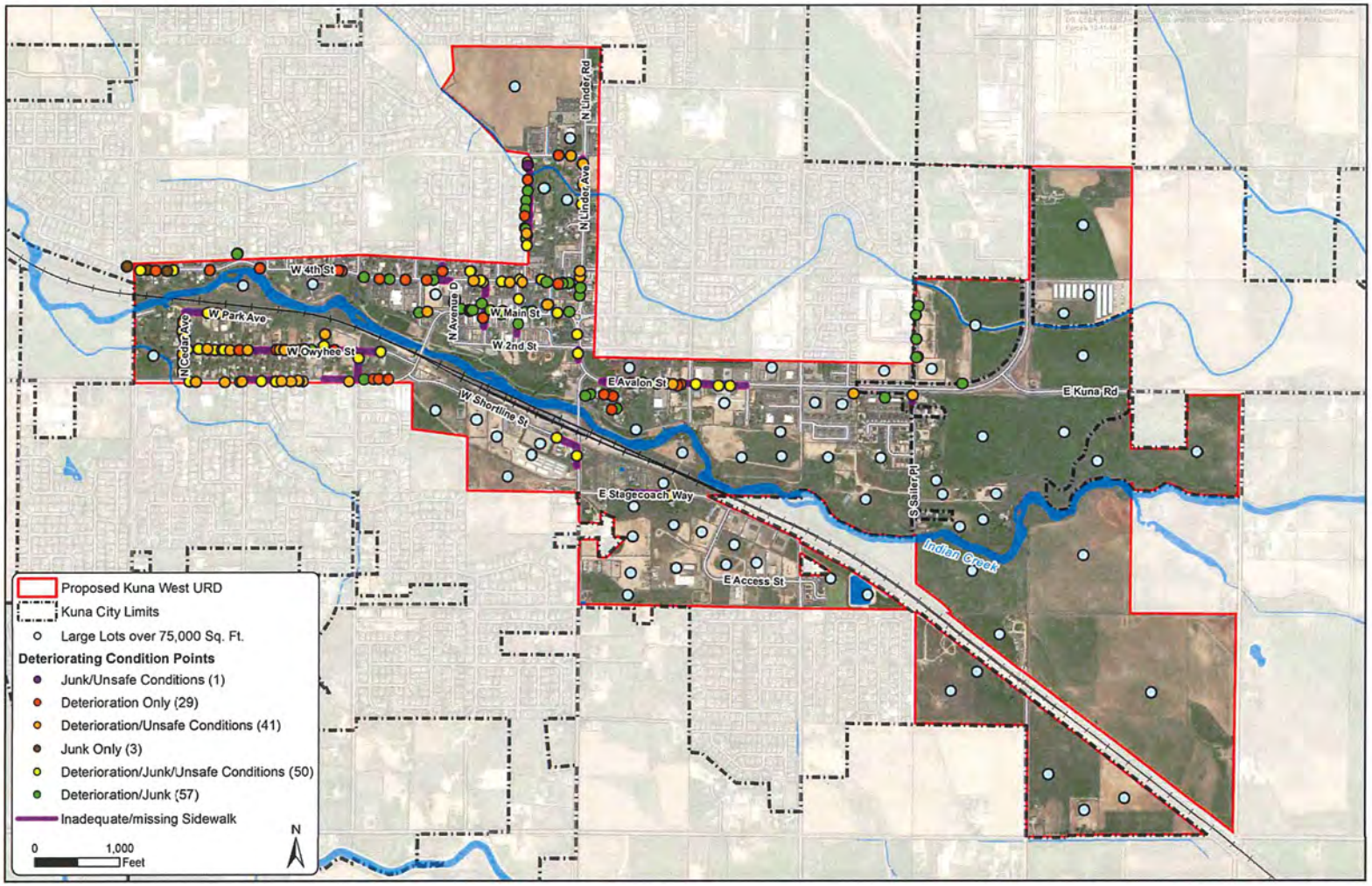


FIGURE 5 - LOT SIZE

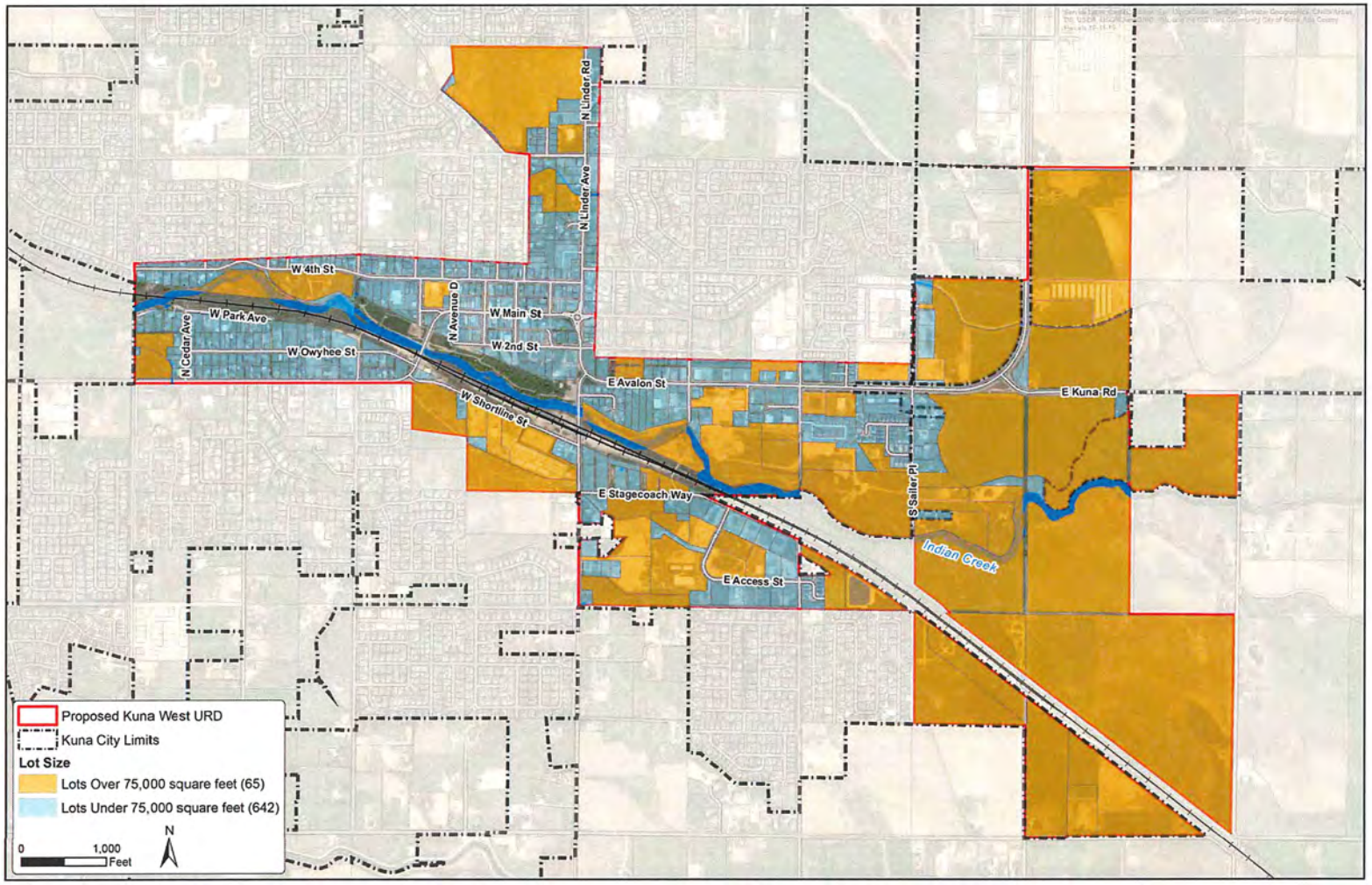


FIGURE 6 - EXISTING BICYCLE AND PEDESTRIAN NETWORK

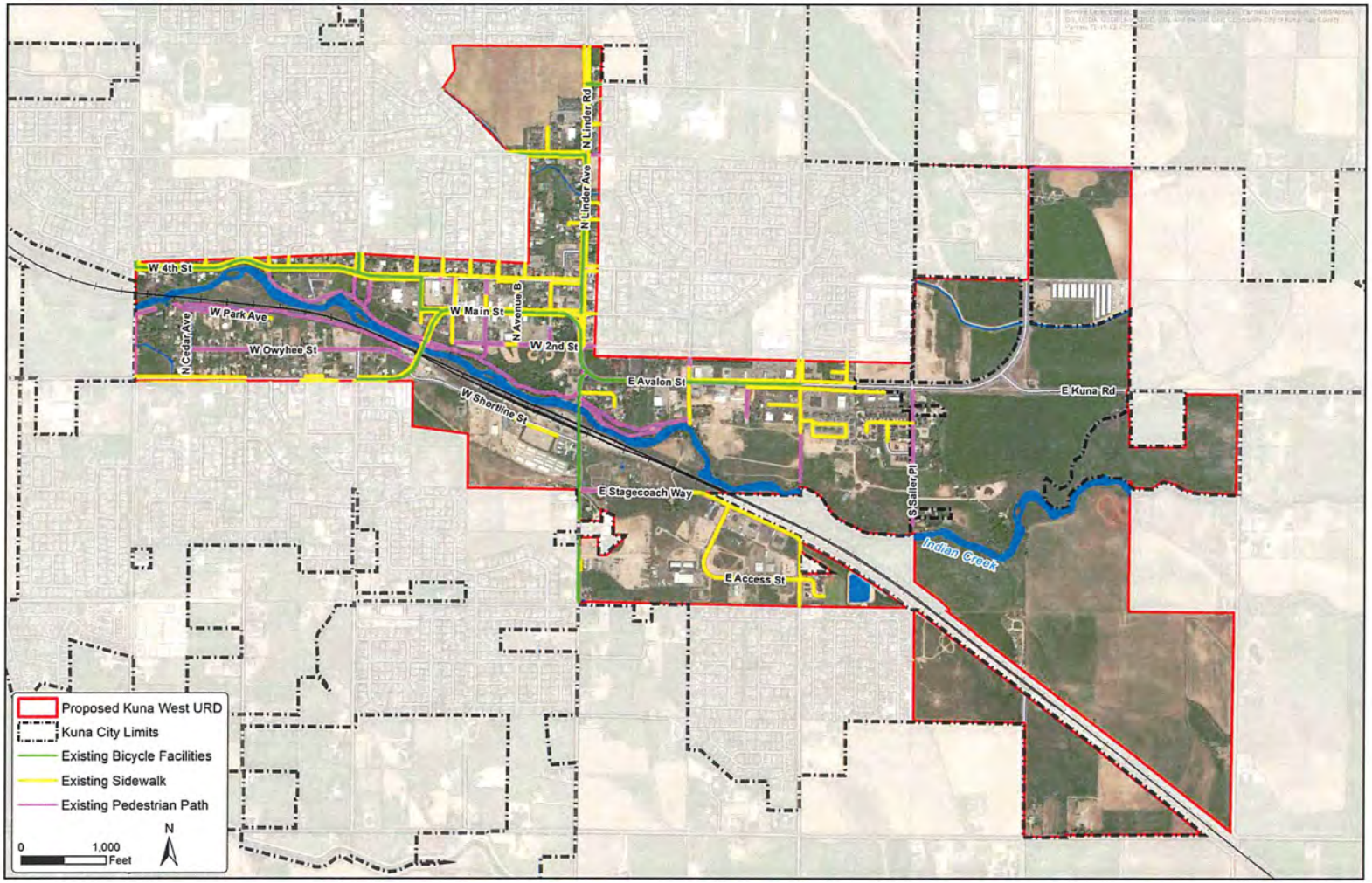
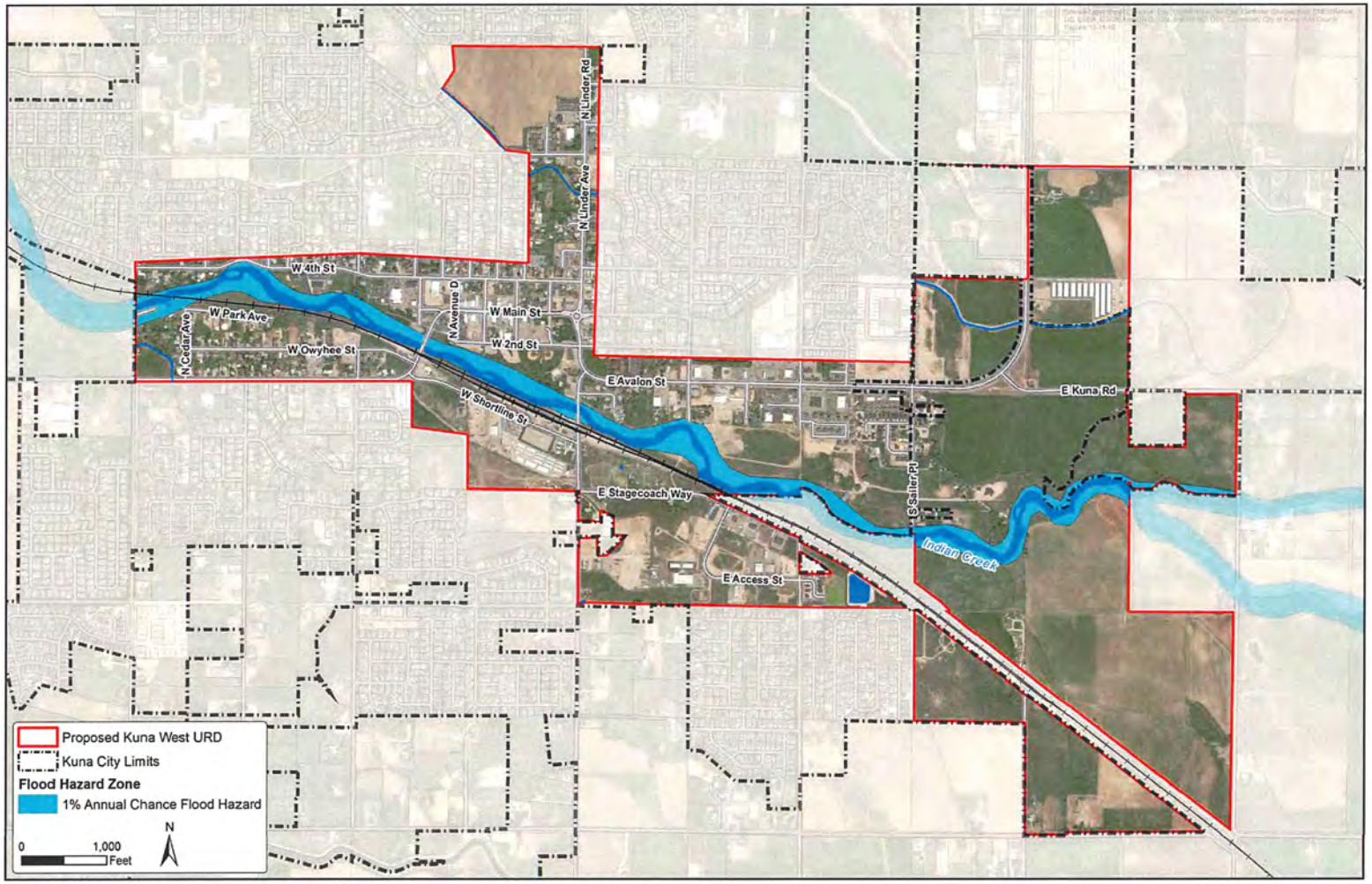


FIGURE 7 - FLOOD HAZARD ZONES



Open Land Requirements for Urban Renewal Districts

The eligibility of areas which are predominantly open land, i.e., used for agriculture or forestry, are governed by Idaho Code Section 50-2903(8)(c). This statute addresses the factors for finding agricultural or open lands deteriorated:

> *"Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code shall apply to open areas."*

While the Study Area is not predominately open, there is a substantial amount of open land since there are 423 acres of open space present within the Study Area. Approximately 50% of the property within the Study Area is open land because the proposed Study Area is comprised of 842 total acres. As shown on **Figure 9**, the Study Area does contain open land and farmed agricultural lands; therefore, owner consent forms pursuant to Idaho Code Section 50-2018(9) and 50-2903(8)(f) will be necessary for any properties to be included in the Urban Renewal District that have either been used for agricultural purposes or stored livestock within the last three years. Excepting one property, all of the agricultural lands are confined to the Meridian Road corridor, from east Meadow View Road to just south of the Union Pacific rail line. The open lands contain obsolete platting, a diversity of ownership which have resulted in economic underdevelopment of the area due to the high cost of installing public infrastructure for large parcels to foster development opportunities consistent with the Kuna Comprehensive Plan. Furthermore, the large parcel size is not conducive to development as it reduces density causing public infrastructure improvements to be more costly. The partial development of the area has also resulted in access issues, further limiting development.

FIGURE 8 - EXISTING LAND USE

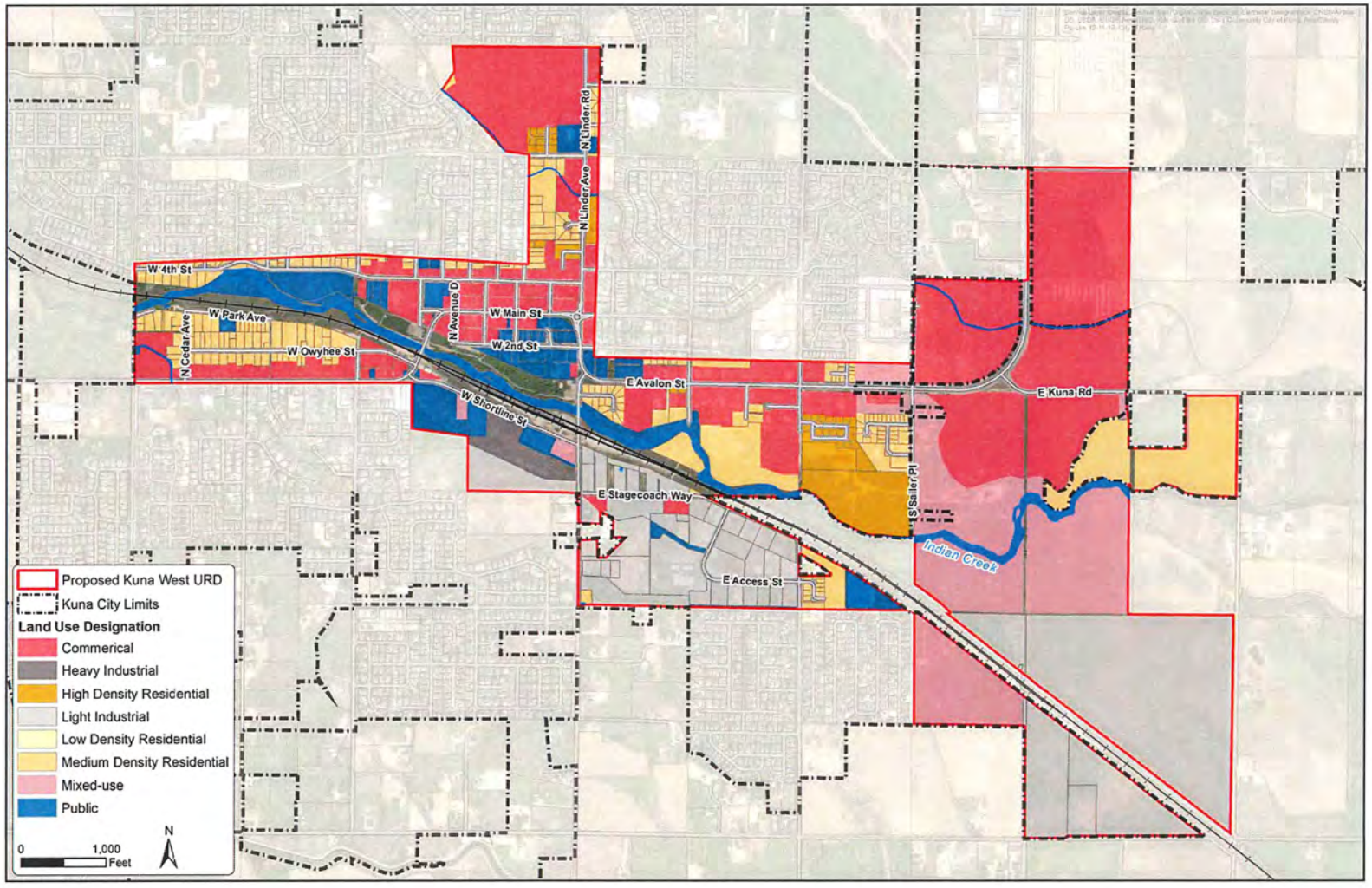
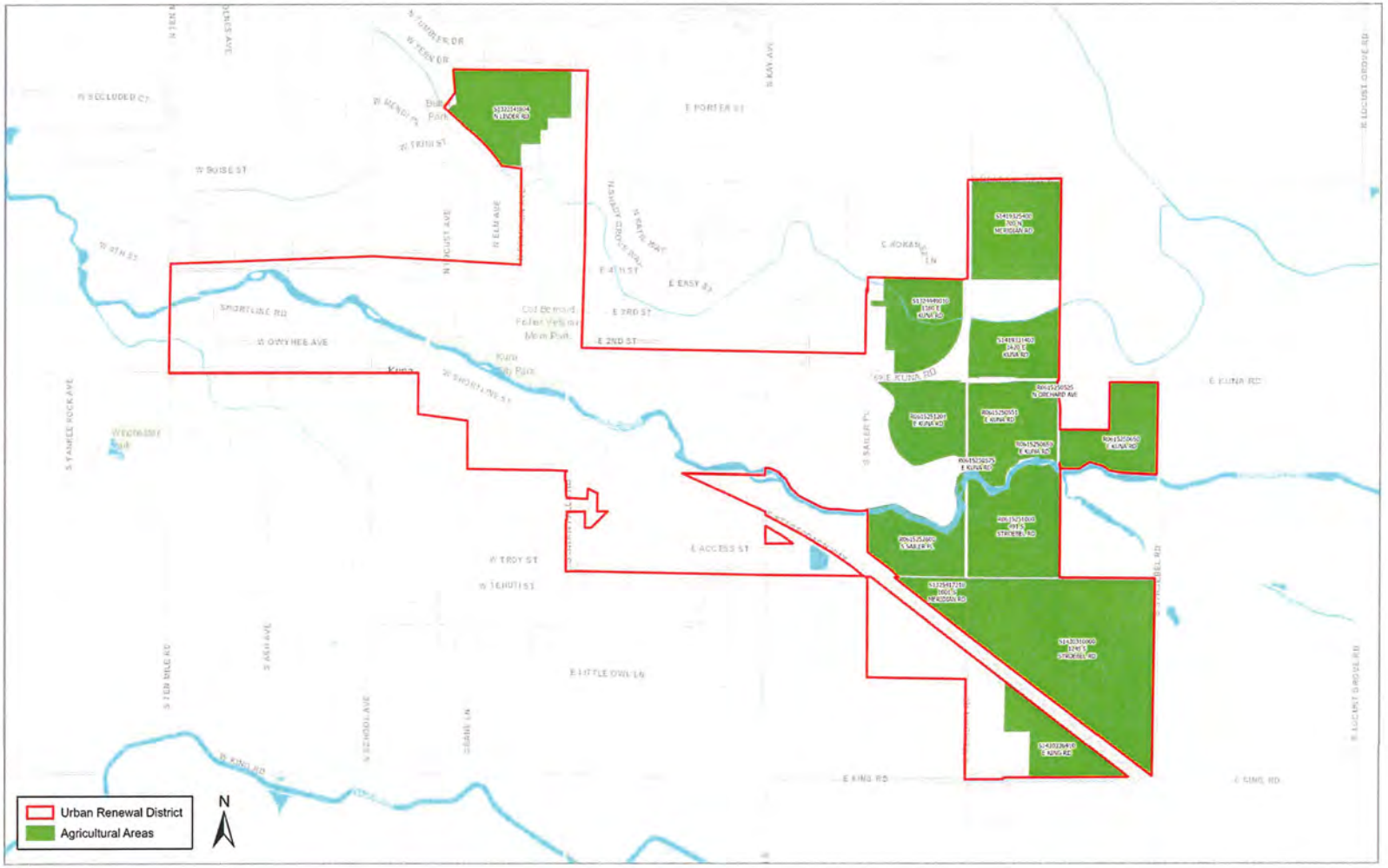


FIGURE 9 – AGRICULTURAL LANDS



Ten Percent Limitation on Assessed Valuation within the Revenue Allocation Area (RAA)

Under Idaho Code Section 50-2903(15), the base assessment roll is not to exceed at any time ten percent of the current assessed valuation of all taxable property within the municipality.

> *"Revenue allocation area" means that portion of an urban renewal area .... where the equalized assessed valuation (as shown by the taxable property assessment rolls) of which the local governing body has determined, on and as a part of the urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project ... The base assessment roll or rolls of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.*

The 2019 City of Kuna taxable value is $1,445,421,330 while the taxable value of the Study Area is $119,952,482, which is below ten percent, approximately 8.29%, of the current assessed valuation of all taxable property within the City. The valuation includes homeowners' exemptions and exemptions for agricultural properties. The properties included in the Study Area also include operating property. The value of properties within the Study Area that are currently claiming an agricultural exemption is $1,412,500. The change in the ten percent valuation would be minor if and when the agricultural exemptions rolled off as the percentage of taxable property within the Study Area would only increase to 8.30% of the current assessed valuation of all taxable property within the City. Additionally, County properties are included within the Study Area that are valued at $4,510,300. While property values are expected to increase in 2020, they are not expected to increase to an extent that it will create an issue with the 10% limitation.

Appropriateness of the Area for an Urban Renewal Project

The present conditions in the Study Area have resulted in the economic underdevelopment of the area or has substantially impaired or arrested the sound growth of the municipality and constituted an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use because of the deterioration of site, structures, inadequate street layout, unsafe conditions and diversity of ownership. This report provides evidence that the Study Area is a deteriorating area because of the presence of various conditions related to lot size, lack of public infrastructure, hazards, and public safety (See **Figure 9**). New development will be discouraged from taking place until new supporting infrastructure is planned or installed as there is currently a lack of public infrastructure in place surrounding open space and other developable areas.

Figure 10 – Looking north from E Avalon Street



The second part of the City Council's determination is the policy decision of whether or not the area is appropriate for an Urban Renewal District. Preparation and approval of an Urban Renewal Plan for the Downtown Area would give the City additional resources to solve the public infrastructure problems in the Study Area and to encourage new developments. Increased property taxes generated by new developments within the area could be used to finance a variety of needed public improvements. Furthermore, with formation of an Urban Renewal Agency, opportunities for meaningful public private partnerships will be enhanced. Successful joint projects should stimulate other new private development Finally, some of the new commercial developments may also generate new jobs in the community that would, in turn, benefit City residents.

Conclusion

As indicated in the **Present Conditions in the Study Area** section, the area meets the eligibility criteria for an urban renewal district. **Table 1 – Eligibility Criteria Findings** summarizes characteristics found in the Study Area. The City of Kuna has experienced several waves of accelerated growth and public infrastructure has struggled to keep up. From the older downtown business district in the town center to surrounding transitional areas, there are impediments to the economic and social health of the community.

While the Study Area does contain some agricultural lands and "open areas" as defined by Idaho Code, further evaluation of the Study Area could include outreach to affected property owners and appropriate documentation of their consent for their property to be included in the District. The Study Area does not exceed ten percent of the current assessed valuation of all taxable property within the municipality; therefore, the Study Area is appropriate for an Urban Renewal District.

Table 1 – Eligibility Criteria Findings

Condition No.	Idaho Code Section	Eligibility Criteria	Characteristics Supporting Finding	Criteria Met
1/5	50-2008(d) 50-2018(9) 50-2903(8)(b), (c)	Substantial number of deteriorating or deteriorated structures and deterioration of site	Older deteriorating structures displayed within the District, inadequate street infrastructure, lack of illumination, storm drainage systems, sidewalks, curbs, gutters, and designated street parking	Yes
2	50-2018(9) 50-2903(8)(b)	Defective street layout or inadequate street layout	No curbs, pedestrian facilities, or illumination. Lack of street and bicycle/pedestrian connectivity	Yes
3	50-2018(9) 50-2903(8)(b) 50-2903(8)(c)	Faulty lot layout or obsolete platting	A majority of the lots and blocks exceed 75,000 square foot in size	Yes
4	50-2018(9) 50-2903(8)(b)	Insanitary or unsafe conditions	Lack of illumination, sidewalks and activity	Yes
6	50-2008(d) 50-2018(9) 50-2903(8)(b), (c)	Diversity of ownership	There is a diversity of ownership in the Study Area	Yes
7	50-2008(d) 50-2018(9) 50-2903(8)(b)	Tax Delinquency	These conditions are unknown	No
8	50-2008(d) 50-2903(8)(b)	Defective and unusual conditions of title	These conditions are unknown	No
9	50-2018(9) 50-2903(8)(a), (b)	Endanger life or property	Lack of water facilities for increased fire flow needs to accommodate development;	Yes
	50-2903(15)	10% Limit	The proposed District is below the 10% limit	Yes

Appendices

Appendix A – Idaho Urban Renewal Statutes

Appendix B – Field Observations

Appendix A

Idaho Urban Renewal Statutes

TITLE 50
MUNICIPAL CORPORATIONS

CHAPTER 20
URBAN RENEWAL LAW
Relevant Sections

50-2008. (d) Following such hearing, the local governing body may approve an ur- ban renewal project and the plan therefor if it finds that (1) a feasible method exists for the location of families who will be displaced from the ur- ban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban re- newal plan conforms to the general plan of the municipality as a whole; (3) the urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neigh- borhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the reha- bilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the pro- gram of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and develop- ment of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of govern- mental action, as provided in this act, because of defective or unusual con- ditions of title, diversity of ownership, tax delinquency, improper subdi- visions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

50-2018. DEFINITIONS. The following terms wherever used or referred to in this chapter, shall have the following meanings, unless a different meaning is clearly indicated by the context:

(8) "Deteriorated area" shall mean an area in which there is a predomi- nance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inad- equate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(9) "Deteriorating area" shall mean an area which by reason of the pres- ence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use; pro- vided, that if such deteriorating area consists of open land the conditions contained in the proviso in section 50-2008(d), Idaho Code, shall apply; and provided further, that any disaster area referred to in section 50-2008(g), Idaho Code, shall constitute a deteriorating area. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

50-2903. DEFINITIONS. The following terms used in this chapter shall have the following meanings, unless the context otherwise requires:
(8) "Deteriorated area" means:
(a) Any area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.
(b) Any area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.
(c) Any area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas.
(d) Any area which the local governing body certifies is in need of redevelopment or rehabilitation as a result of a flood, storm, earthquake, or other natural disaster or catastrophe respecting which the governor of the state has certified the need for disaster assistance under any federal law.
(e) Any area which by reason of its proximity to the border of an adjacent state is competitively disadvantaged in its ability to attract private investment, business or commercial development which would promote the purposes of this chapter.
(f) "Deteriorated area" does not mean not developed beyond agricultural, or any agricultural operation as defined in section 22-4502(1), Idaho Code, or any forest land as defined in section 63-1701(4), Idaho Code, unless the owner of the agricultural operation or the forest landowner of the forest land gives written consent to be included in the deteriorated area, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(15) "Revenue allocation area" means that portion of an urban renewal area or competitively disadvantaged border community area where the equalized assessed valuation (as shown by the taxable property assessment rolls) of which the local governing body has determined, on and as a part of an urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project or competitively disadvantaged border community area. The base assessment roll or rolls

of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.

Appendix B

Field Observations

Field Observations Background:

The following field observations were collected during a Windshield Survey completed in January 2020. A Windshield Survey is an informal survey comprised of driving around the community and recording observations. This survey was performed by Addison Coffelt and Tyler Shade from J-U-B Engineers, Inc. No responses were received during this survey.

Kuna URD Data Survey

General Information

Address



Answered: 186 Skipped: 0

Is there junk/trash?

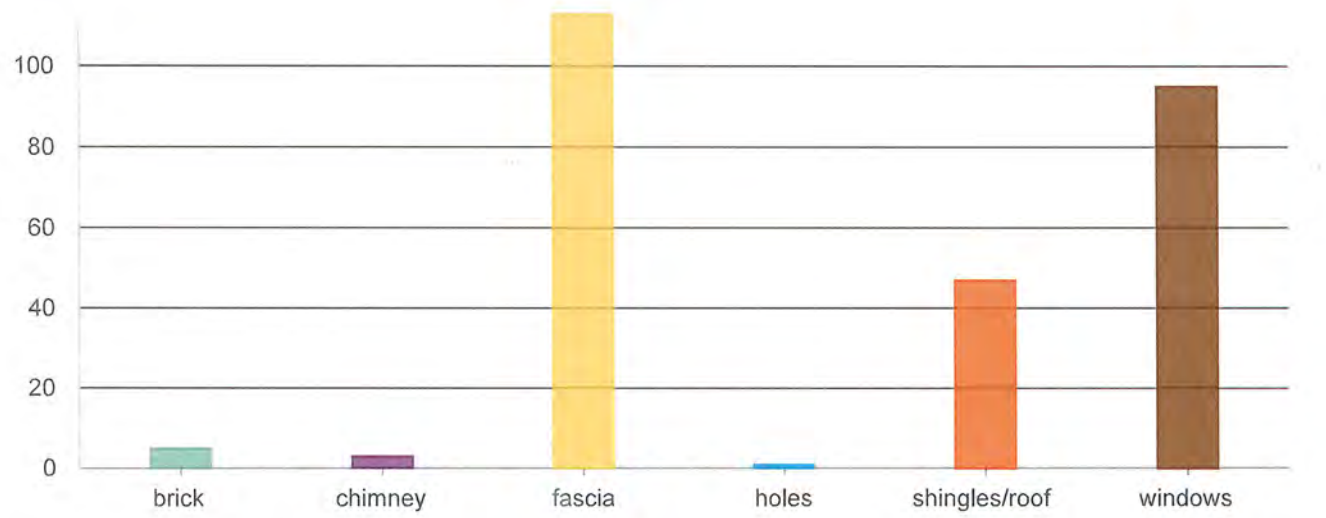


Answers	Count	Percentage
Yes	70	

No	111

Answered: 181 Skipped: 5

○ Is there deterioration?



Answers	Count	Percentage
brick	5	
chimney	3	
fascia	113	
holes	1	
shingles/roof	47	
windows	95	

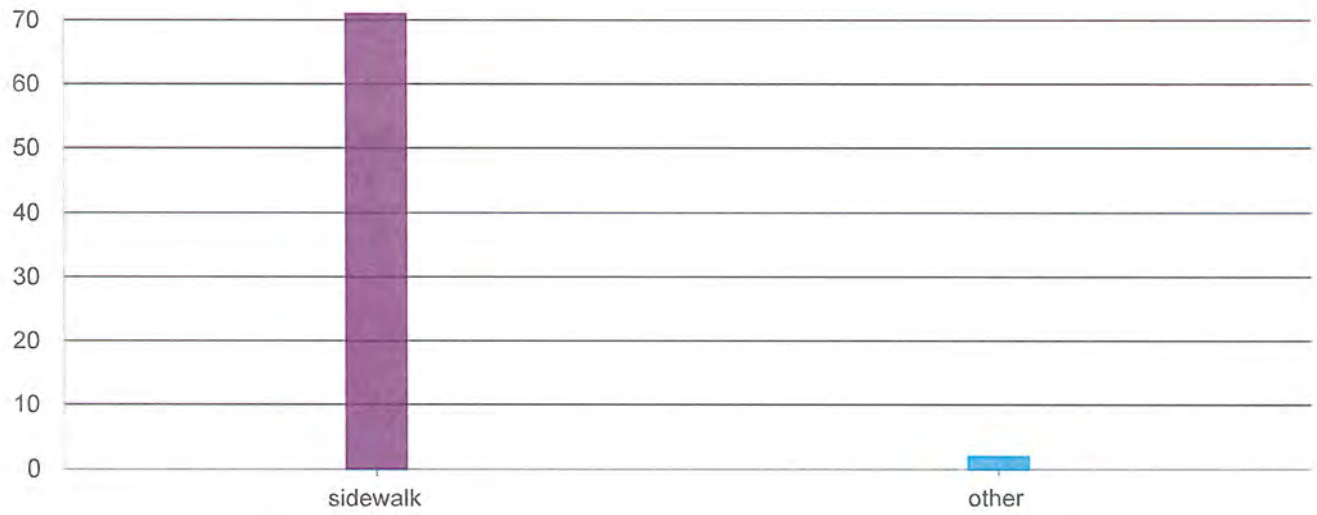
Answered: 155 Skipped: 31

○ Other deterioration?



Answered: 148 Skipped: 38

○ Are there unsafe conditions?



Answers	Count	Percentage
sidewalk	71	
other	2	

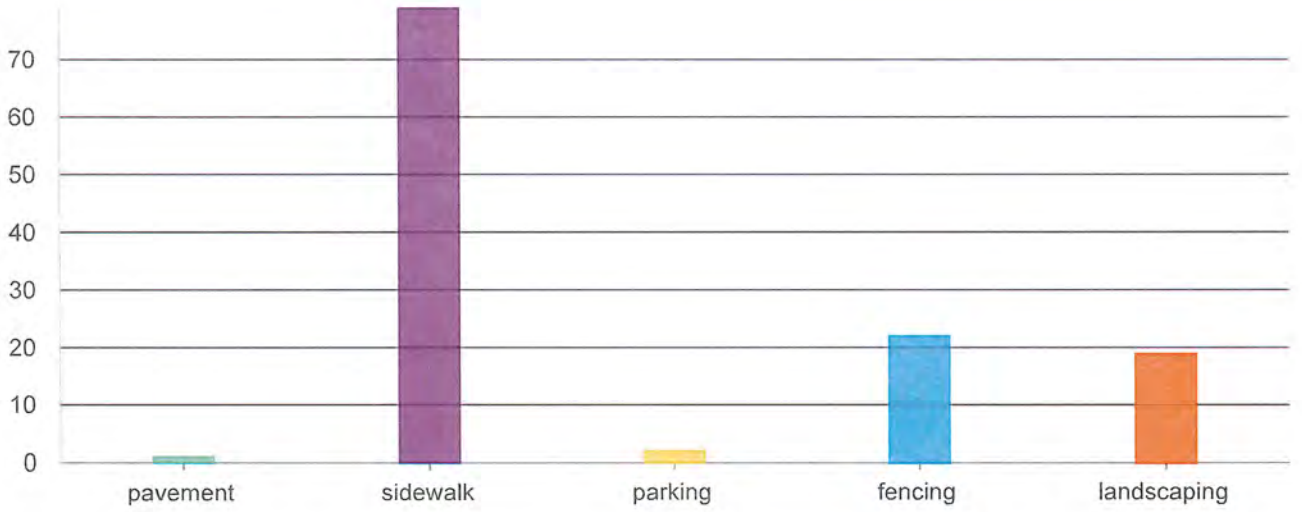
Answered: 73 Skipped: 113

○ Other unsafe conditions?



Answered: 23 Skipped: 163

○ What site improvements could there be?



Answers	Count	Percentage
pavement	1	
sidewalk	79	
parking	2	
fencing	22	
landscaping	19	

Answered: 102 Skipped: 84

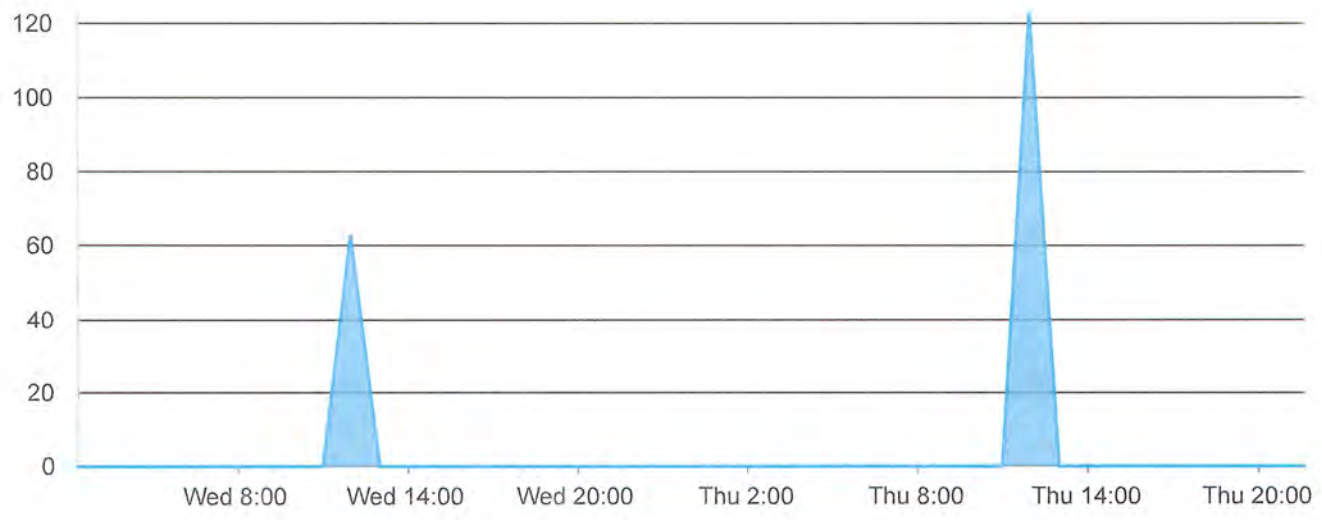
○ Other site improvements?

The word cloud requires at least 20 answers to show.

Word	Count
Weeds	1
Paint	1
Mailbox	1
Fence	1
painted	1
—discoloration	1

Answered: 4 Skipped: 182

○ Sampling Date



Answered: 186 Skipped: 0

○ Insert image

Is there junk/trash?	Is there deterioration?	Other deterioration?	Are there unsafe conditions?	Other unsafe conditions?	What site improvements could there be?	Other site improvements?
yes		Steps broken		Wiring		
yes	shingles/roof	Roof siding, railing broken		Railing broken		
no	fascia			Exposed wiring	landscaping,sidewalk	
no	fascia	Fencing		Exposed wiring	fencing	
no	fascia,windows			Wiring		
yes	windows,shingles/roof	Stairs, fence	sidewalk			
no		Fence		Exposed wiring	sidewalk	
no	windows	Fallen over rail, missing deck/rail		Missing deck	sidewalk	
yes		Weeds			landscaping	Weeds
no	fascia,windows			Wiring		
no	fascia					
yes	fascia,windows			Exposed wires		
yes				No railing on ramp to front door		
yes	fascia,windows	Steps cracking, ramp leaning				
no	fascia	Fence			fencing	
yes	fascia	Fencing			fencing	
yes	fascia,windows	Garage				
yes	fascia	Porch wear				
no	windows				landscaping	
yes	fascia,windows					
yes	windows	Foundation discolored rusting				
no	windows	Dangling wires, fence		Wires, fence	fencing	
yes		Stairs cracking				
yes	fascia,shingles/roof	Garage fascia/door				
no					landscaping	
yes	fascia,shingles/roof	Garage trim, door trim		Driveway		
no						
no	fascia,windows	Fencing	sidewalk		sidewalk,fencing	Mailbox is fallen
yes	fascia,brick,windows	Door bottom	sidewalk		sidewalk	
no	windows	Roof siding, rain gutter	sidewalk		sidewalk	
yes	fascia	Fence, flower boxes, railing		Stairs, railing leaning over	sidewalk,fencing	
yes		Railing, siding, extensive rust			pavement	
yes	fascia,windows	Arbor, fence	sidewalk		sidewalk,fencing	
yes	shingles/roof	Roof siding, stairs cracking, door paint	sidewalk		sidewalk	
no	fascia	Old pole barn	sidewalk	Exposed wires, no sidewalk	sidewalk	
yes	fascia,windows	Exposed wires, fence		Exposed wires		
yes	fascia,shingles/roof	No sidewalk			sidewalk	
yes	windows	Pane, door, sidewalk				
yes	windows,fascia	Sidewalk				
yes	fascia,windows	Sidewalk				
no	fascia	Metal footing exterior rusted and bent, fence			sidewalk,fencing	
yes	windows,fascia,shingles/roof	Stairs (rock), fence			fencing,sidewalk	
no	windows	House footing, sloped porch				
no	fascia	Steps				

yes	fascia	Door paint, fence			fencing	
no	fascia	Needs paint, garage door broken			fencing	
yes	fascia,windows				landscaping	Paint
no	chimney					
no	windows,fascia	Fence, door light broken			fencing	
no	fascia,shingles/roof	Paint, shop major issues, roof siding				
no	fascia	Fallen stairs, hanging wires , discoloration	other	Stairs		
no		Discolored foundation			fencing	
no	fascia					
yes	fascia,windows					
yes	fascia	Porch				
no	fascia				sidewalk	
yes	fascia,windows	Window pane		Power lines, dilapidated shed	sidewalk	
yes						
no	fascia,windows	Door paint			sidewalk,fencing	
yes						
yes	shingles/roof	Siding in disrepair, roof coming up from siding	sidewalk		landscaping	
yes		Siding in disrepair			fencing	Fence needs painted — discoloratic
yes						
		Road cracking				
		Ponding				
yes	fascia	Door frame				
no	windows	Fence			fencing	
no	windows					
yes	shingles/roof	Roof gutter hanging off, pillar				
no	windows,fascia	Fence			fencing	
yes	windows	Door frame				
yes	fascia	Porch, fence, shed				
no		Roof gutter	sidewalk		sidewalk	
no	shingles/roof	Garage, roof siding	sidewalk		sidewalk	
yes	shingles/roof,windows,fascia	Stairs, roof siding	sidewalk		sidewalk,landscaping	
yes	fascia,shingles/roof,windows	Fence, roof siding	sidewalk		sidewalk	
yes	fascia	Garage siding	sidewalk		sidewalk,parking	
no	windows,shingles/roof,fascia	Roof siding, weeds	sidewalk		sidewalk	
no	windows	Carport	sidewalk		sidewalk	
no		Garage damage	sidewalk		sidewalk	
no	fascia,shingles/roof	Weeds, fence, roof siding	sidewalk		sidewalk,landscaping	
no	fascia,windows	Door,	sidewalk		sidewalk	
no	fascia,windows	Door frame, weeds	sidewalk		sidewalk,landscaping	
yes	fascia,windows		sidewalk		sidewalk	
yes	windows	Porch	sidewalk		sidewalk	
yes	fascia,windows	Stairs, dooor frame	sidewalk		sidewalk	
yes	windows,fascia,shingles/roof	Roof siding, weeds	sidewalk		sidewalk,landscaping	
no	shingles/roof,windows	Roof siding	sidewalk		sidewalk	
no	windows	Door siding, weeds	sidewalk		sidewalk,landscaping	
no	shingles/roof		sidewalk		sidewalk	
yes	fascia	Siding	sidewalk		sidewalk	
yes	fascia,windows,shingles/roof	Door	other		sidewalk	

no	fascia,shingles/roof	Porch	sidewalk		sidewalk	
	shingles/roof	Siding roof and door	sidewalk		sidewalk	
no	fascia,windows	Fence				
no	fascia,windows	Door siding	sidewalk	Weeds	sidewalk,fencing,landscaping	
no			sidewalk		sidewalk	
yes	fascia,windows		sidewalk		sidewalk	
yes	fascia,windows,shingles/roof	For shed next to house , siding	sidewalk		sidewalk	
no	windows,fascia,shingles/roof	Siding around roof and door	sidewalk		sidewalk	
yes	fascia,windows	Stairs, porch, foundation	sidewalk		sidewalk	
yes	windows,shingles/roof	Roof siding	sidewalk		sidewalk	
yes	fascia	Stairs, door trim	sidewalk		sidewalk	
yes	fascia,shingles/roof,windows	Siding to roof and garage	sidewalk		sidewalk	
no		Beam on porch	sidewalk		sidewalk	
yes	fascia,windows	Missing window decorative shutters, stairs	sidewalk		sidewalk	
yes	fascia	Porch	sidewalk		sidewalk	
yes	shingles/roof,fascia,windows	Garage and roof siding	sidewalk		sidewalk	
yes	fascia,shingles/roof,windows	Garage siding, roof siding	sidewalk		sidewalk	
no	fascia,windows	Stairs, railing, fence, door	sidewalk		sidewalk,fencing,landscaping	
no	fascia,windows	Door,				
no		Weeds			landscaping	
no	windows	Stairs, fence	sidewalk		sidewalk,fencing	
no	fascia	Door and fascia of garage				
no	shingles/roof	Roof siding	sidewalk		sidewalk	
no	fascia,windows,shingles/roof	Weeds, roof siding, stairs				
no	fascia	Garage siding	sidewalk		sidewalk	
yes	fascia	Garage and door siding	sidewalk	Pounding on driveway	sidewalk	
no	shingles/roof,fascia	Roof siding	sidewalk		sidewalk	
no	fascia		sidewalk		sidewalk	
yes	shingles/roof	Roof siding, door frame	sidewalk		sidewalk	
yes	windows,shingles/roof	Roof wear				
no		Door frame	sidewalk		sidewalk	
yes	shingles/roof,windows		sidewalk		sidewalk	
no	fascia,windows,shingles/roof	Fence, roof siding	sidewalk		sidewalk,fencing	
no	shingles/roof	Weeds, roof siding, stairs				
yes	windows	Porch	sidewalk		sidewalk	
yes	fascia	Roof siding, porch	sidewalk		sidewalk	
yes	fascia	Stairs, shed roof				
no		Fencing, weeds				
	fascia,shingles/roof	Solar panel			landscaping	
no	fascia,shingles/roof,windows	Weeds		Exposed wiring		
no	fascia,windows,shingles/roof					
yes		Weeds				
yes		Weeds				
yes		Weeds				
yes		Weeds				
yes		Weeds				
yes	fascia,brick,shingles/roof,holes					
no	chimney,windows	Fencing	sidewalk		sidewalk,fencing	

yes	brick	Missing brick				
no	fascia,windows		sidewalk		sidewalk,landscaping	
yes	fascia,windows,shingles/roof	Missing signs, pillars	sidewalk		sidewalk	
yes	fascia,windows	Doors, siding	sidewalk		sidewalk	
yes		Aging sign	sidewalk		sidewalk	
no		Weeds				
no		Weeds				
	fascia	Weathered sign	sidewalk		sidewalk	
yes	windows		sidewalk		sidewalk	
yes	windows	Poor driveway	sidewalk		sidewalk	
yes	shingles/roof,windows	Roof siding, pillars	sidewalk		sidewalk	
yes	fascia	Siding, fence, sign	sidewalk		sidewalk	
yes		Old sign, weeds			landscaping	
yes	fascia,windows	Siding, garage	sidewalk		sidewalk	
yes	fascia,windows	Door frame				
yes	fascia,windows	Door	sidewalk		sidewalk	
yes	fascia,shingles/roof,windows		sidewalk		sidewalk	
yes	fascia,windows	Railing	sidewalk			
yes	fascia,windows	Roof siding				
yes	windows					
yes	windows,fascia	Siding		Exposed wiring		
no	fascia,windows					
no	fascia,windows	Stairs		No railing		
yes	windows	Foundation staining				
yes	brick,fascia	2nd story				
yes	windows,fascia	Missing window, door, siding				
yes	fascia,windows,brick	Door				
yes	fascia					
yes	windows,fascia	Awning broken				
yes	shingles/roof	Awning torn, door worn				
yes	fascia,shingles/roof	Doors				
yes	fascia,windows					
yes	shingles/roof,fascia					
yes	fascia,windows	Rusted foundation, awning torn off				
yes	windows	Doors rusting, entry needs stairs	sidewalk		sidewalk	
yes	fascia	Sign			parking	
yes	fascia,windows	Roof siding , ramp		Sidewalk blocked by gutter	landscaping	
yes	fascia	Door and pillars				
yes	fascia,windows	Stairs and railing, roof siding				
yes	windows					
yes	fascia,windows	Garage roof				
yes	chimney	Roof siding			landscaping	
yes	fascia,windows					
yes	fascia,shingles/roof,windows	Roof siding				
no	fascia,shingles/roof,windows					
yes	fascia	Porch				

(Space above reserved for recording)

ORDINANCE NO. 2020-17
CITY OF KUNA, IDAHO

THREEHOUSEASHPONDNORTHVIEWGALLAHADGRANGER, LLC &
TWOPDXMOORESTATEELDORADO34, LLC
MUNICIPAL ANNEXATION AND ZONING

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY OF KUNA:

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R5070502835 OWNED BY THREEHOUSEASHPONDNORTH-VIEWGALLAHADGRANGER, LLC AND PARCEL NO. R5070503050 OWNED BY TWOPDXMOORESTATEELDORADO34, LLC WITHIN UNICORPORATED 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.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE AS FOLLOWS:

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City Contiguous real property in the manner provided by section 50-222, Idaho Code; and

WHEREAS, THREEHOUSEASHPONDNORTHVIEWGALLAHADGRANGER, LLC (The "Owner") of Ada County Assessor's Parcel No. R5070502835 [legally described in Exhibit A attached hereto and by this reference herein incorporated] (the "Real Properties").

WHEREAS, TWOPDXMOORESTATEELDORADO34, LLC (The "Owner") of Ada County Assessor's Parcel No. R5070503050 [legally described in Exhibit A attached hereto and by this reference herein incorporated] (the "Real Properties").

WHEREAS, the Real Properties are situated in the unincorporated area of Ada County.

WHEREAS, the owner has filed with the City the following written request and application:

- Annexation of Parcel Nos. R5070502835 and R5070503050 with a R-6 zoning district classification.

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on September 24, 2019, October 22, 2019, December 10, 2019 and January 14, 2020, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on January 28, 2020) where it was recommended to the Mayor and Council that the annexation for lands described in Exhibit A and the R-6 zoning request, be approved;

WHEREAS, The Council, pursuant to public notice as required by law, held a public hearing on March 17, 2020 on the Owner's applications and requests for the Real Properties annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on March 17, 2020) wherein the City Council determined that the Owner's written request and application for annexation of parcel nos. R5070502835 and R5070503050 should be granted with R-6 zoning district classifications.

WHEREAS, the zoning classification of R-6 is 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 to and contiguous to the City, commonly known as parcel nos. R5070502835 and R5070503050 and more particularly and legally described in **"Exhibit A"** – Legal Description 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, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the Real Properties described in Section 2 above in the R-6 zoning land use classification.

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 19th day of May, 2020.

CITY OF KUNA

_____
Joe Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

THREEHOUSEASHPONDNORTHVIEWGALLAHADGRANGER, LLC &
TWOPDXMOORESTATEELDORADO34, LLC
MUNICIPAL ANNEXATION

A portion of Lot 18 in Kuna Orchard Tracts as recorded in Book 6 of Plats at Page 291, Records of Ada County, and a portion of the Southeast Quarter of the Northwest Quarter of Section 26, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the found 5/8th inch diameter iron pin with a aluminum cap labeled PLS 7015 at the Center Quarter corner of said Section 26, from which the found aluminum cap monument in asphalt at the West Quarter corner of said Section 26 bears N 89° 48' 48" W a distance of 2630.79 feet; thence N 89° 48' 48" W along the center section line for a distance of 657.75 feet to a point witnessed by a set 5/8th inch diameter iron with a 2-inch aluminum cap labeled PLS 11463 which bears N 00° 16' 33" E a distance of 3.00 feet, said point being the **REAL POINT OF BEGINNING;**

Thence continuing N 89° 48' 48" W along the center section line for a distance of 395.75 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence N 00° 18' 02" E for a distance of 216.32 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence S 89° 48' 48" E for a distance of 39.01 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence N 00° 18' 02" E for a distance of 127.05 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

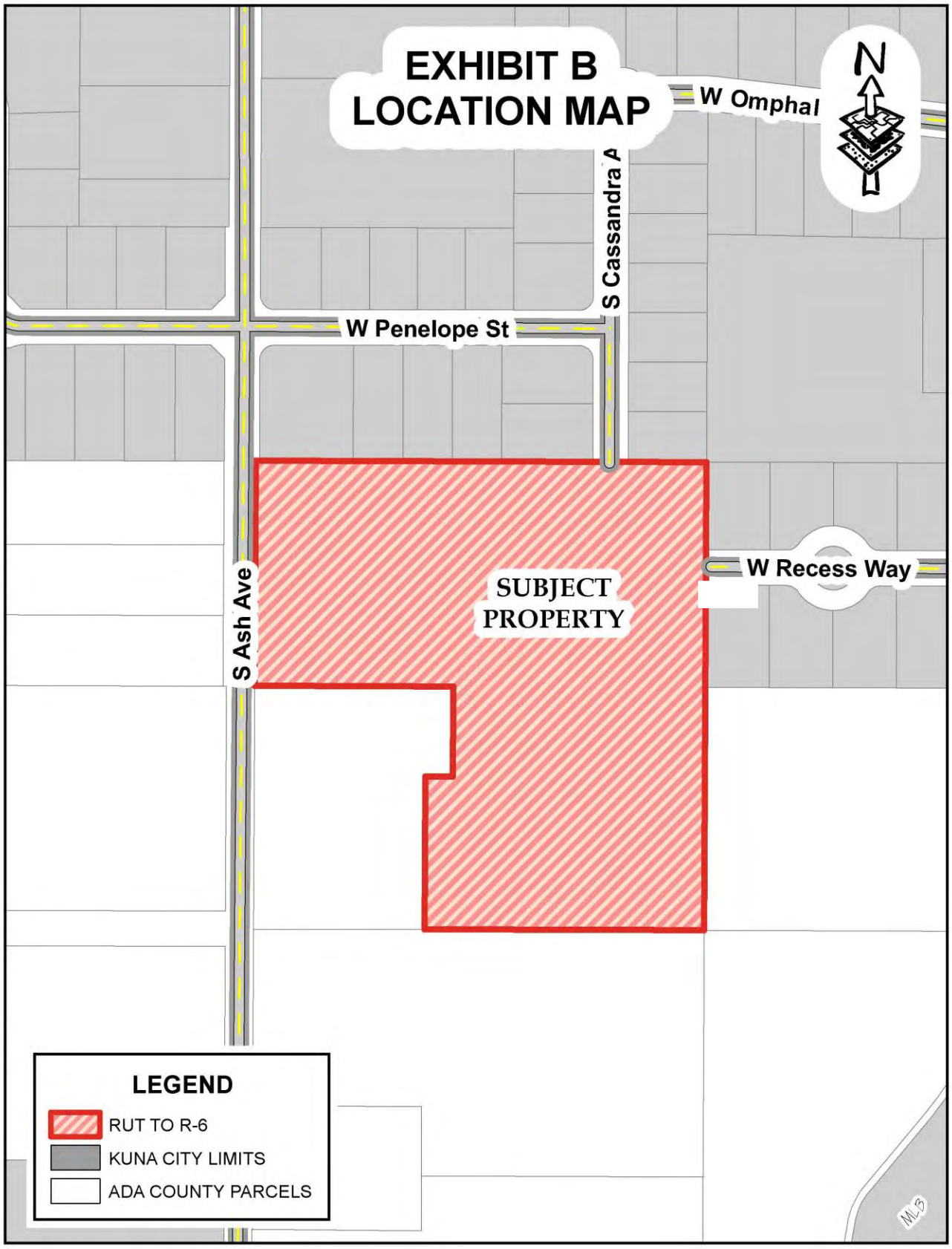
Thence N 89° 49' 34" W for a distance of 301.01 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence N 00° 18' 02" E for a distance of 318.30 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463; the southwest corner of Kuna Orchard Tracts;

Thence S 89° 50' 18" E along the south line of said Tracts for a distance of 657.46 feet to a found 5/8th inch diameter iron pin labeled PLS 4347 at the corner common to Lots 23, 24, 17 and 18 of said Tracts;

Thence S 00° 16' 33" W along the line common to said Lots 17 and 18 for a distance of 661.88 feet to the **REAL POINT OF BEGINNING.**

Land area is 7.811 acres, more or less.


EXHIBIT B
LOCATION MAP
N
W Omphal
S Cassandra A
W Penelope St
S Ash Ave
W Recess Way
SUBJECT
PROPERTY
LEGEND
RUT TO R-6
KUNA CITY LIMITS
ADA COUNTY PARCELS

(Space above reserved for recording)

ORDINANCE NO. 2020-18
CITY OF KUNA, IDAHO

TIMOTHY GORDON
MUNICIPAL REZONE

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

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1326120716 OWNED BY TIMOTHY GORDON, 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.**

Section 1: The City Council Finds:

1.1 **WHEREAS**, City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and

1.2 **WHEREAS**, TIMOTHY GORDON (the "Owner") is the owner of the certain real property which has been designated by the Ada County Assessor's office as Parcel No. **S1326120716** and which is more particularly described in "Exhibit A" – Legal Description and "Exhibit B" – Location Map, attached to this Ordinance and incorporated herein by reference (the "Subject Real Property") and has requested that the Subject Real Property be rezoned from the City's **C-2 – AREA COMMERCIAL DISTRICT TO C-1 – NEIGHBORHOOD COMMERCIAL (the "Rezone")**; and

1.3 **WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on January 28, 2020 as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on February 11, 2020) where it was recommended to the Mayor and Council that the rezoning for the lands described in Exhibit A from Area Commercial (C-2) to Neighborhood Commercial (C-1) be approved; and

1.4 **WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on March 17, 2020 on the Rezone, as required by Section 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 made findings (March 17, 2020) and determined that the requested rezone should be granted with a zoning classification C-1 (Neighborhood Commercial); and

1.5 **WHEREAS**, it is necessary that the City Council adopt this Ordinance, as required by Section 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

Section 2: Action:

2.1 The Subject Real Property is rezoned from **C-2 – AREA COMMERCIAL ZONING DISTRICT TO C-1 – NEIGHBORHOOD COMMERCIAL (the "Rezone")**;

2.2 The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

3.1 The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone ordinance; and

3.2 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

4.1 This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 19th day of May, 2020.

CITY OF KUNA

_____
Joe Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

TIMOTHY GORDON
REZONE TO C-1

LEGAL DESCRIPTION

A parcel of land situate in the northwest quarter of the northwest quarter of the northeast quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, being a portion of Lot 13 of Home Acres Subdivision No. 19, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, and being more particularly described as follows:

Beginning at the north quarter corner of said Section 26, which bears S89°37'29"W, 2,630.05 from the northeast corner of said Section 26, said quarter corner being the ***Point of Beginning:***

Thence N89°37'29"E, 350.67 feet along the northerly boundary of said Section 26;

Thence S00°06'42"E, 226.36 feet to the northerly boundary of Plateau Village Subdivision No. 1, as shown in Book 63 of Plats, Page 6355 records Ada County, Idaho;

Thence S89°37'29"W, 350.60 feet along the northerly boundary and extension of said Plateau Village Subdivision No. 1 to the westerly boundary of the northeast quarter of said Section 26;

Thence N00°08'08"W, 226.36 along the westerly boundary of the northeast quarter of said Section 26 to the ***Point of Beginning.***

Comprising 57,124 square feet, more or less.


EXHIBIT B
LOCATION MAP
N
W Owyhee St
N School Ave
W Avalon St
SUBJECT
PROPERTY
W Gina Dr
S Allie Ave
LEGEND
RUT TO R-6
KUNA CITY LIMITS
ADA COUNTY PARCELS

(Space above reserved for recording)

ORDINANCE NO. 2020-19
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [ENDURANCE HOLDINGS LLC. real property]

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

- **MAKING CERTAIN FINDINGS; AND**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S ENDURANCE HOLDINGS LLC.; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NEW YORK IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as ENDURANCE HOLDINGS LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

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

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 19th day of May, 2020.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON ENDURANCE HOLDINGS LLC. LEDGESTONE SUBDIVISION 1

A parcel of land located in the NW 1/4 of the NE 1/4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at the N1/4 corner of said Section 18 from which the NE corner of said Section 18 bears South 89°25'47" East, 2651.45 feet;

thence along the North boundary line of said Section 18 South 89°25'47" East, 550.00 feet;

thence leaving said North boundary line South 00°34'13" West, 25.00 feet;

thence South 89°25'47" East, 227.00 feet;

thence South 42°31'14" East, 10.71 feet;

thence South 45°28'54" West, 24.31 feet;

thence South 00°23'35" West, 131.32 feet;

thence North 88°37'15" East, 51.45 feet;

thence South 85°04'32" East, 72.93 feet;

thence South 06°09'46" West, 106.71 feet;

thence South 06°03'27" West, 50.00 feet;

thence 34.11 feet along the arc of a non-tangent curve to the left, said curve having a radius of 345.00 feet, a central angle of 05°39'52" and a long chord which bears North 86°46'29" West, 34.09 feet;

thence South 01°56'00" West, 110.04 feet;

thence North 89°36'25" West, 11.45 feet;

thence South 00°23'35" West, 110.00 feet;

thence South 89°36'25" East, 14.41 feet;

thence 30.74 feet along the arc of a curve to the right, said curve having a radius of 125.00 feet, a central angle of 14°05'32" and a long chord which bears South 82°33'39" East, 30.67 feet;

thence South 14°29'07" West, 50.00 feet;

thence 18.45 feet along the arc of a non-tangent curve to the left, said curve having a radius of 75.00 feet, a central angle of 14°05'32" and a long chord which bears North 82°33'39" West, 18.40 feet;

thence South 04°14'14" West, 112.40 feet;

thence South 55°34'36" East, 80.00 feet;

thence South 08°29'47" West, 90.37 feet;

thence South 19°07'35" West, 248.00 feet;

thence North 70°52'25" West, 267.80 feet;

thence 194.81 feet along the arc of a curve to the left, said curve having a radius of 1,735.00 feet, a central angle of 06°26'00" and a long chord which bears North 74°05'25" West, 194.71 feet;

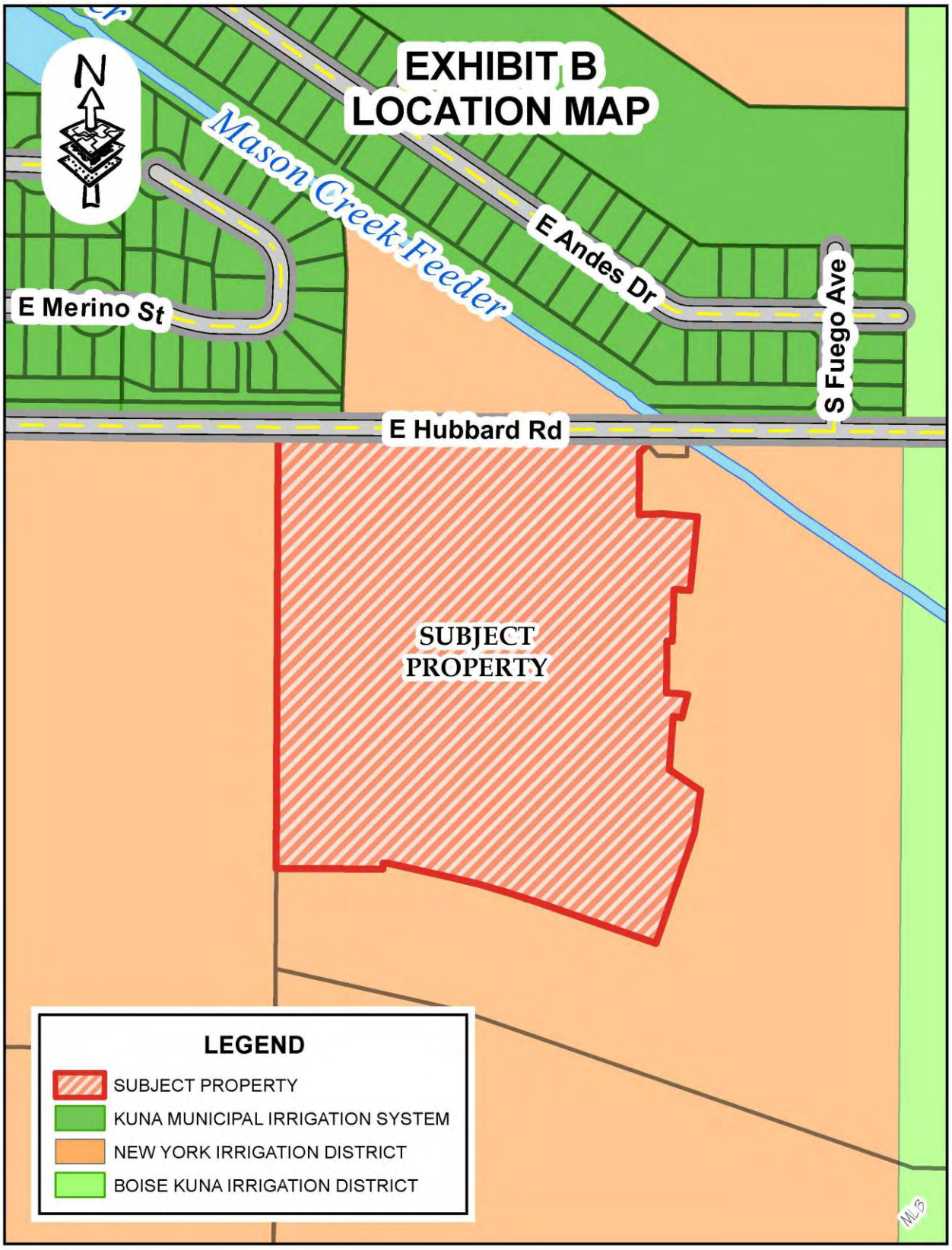
thence North 77°18'25" West, 132.61 feet;

thence North 89°36'25" West, 10.00 feet;

thence South 00°23'35" West, 13.01 feet;

thence North 89°36'25" West, 227.00 feet to a point on the North-South centerline of said Section 18;

thence along said North-South centerline North 00°23'35" East, 940.05 feet to the **REAL POINT OF BEGINNING**. Containing 18.93 acres, more or less.


EXHIBIT B
LOCATION MAP
N
Mason Creek Feeder
E Andes Dr
S Fuego Ave
E Merino St
E Hubbard Rd
SUBJECT
PROPERTY
LEGEND
SUBJECT PROPERTY
KUNA MUNICIPAL IRRIGATION SYSTEM
NEW YORK IRRIGATION DISTRICT
BOISE KUNA IRRIGATION DISTRICT