OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
John Laraway, Council Member

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

City Council Meeting
AGENDA
Tuesday, December 7, 2021

6:00 P.M. REGULAR CITY COUNCIL

For questions, please call the Kuna City Clerk's Office at (208) 387-7726.

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. Call to Order and Roll Call

2. Invocation:

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 November 16, 2021

B. Accounts Payable Dated December 2, 2021, in the amount of $1,532,179.12

C. Resolutions

1. Resolution R61-2021

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING R57-2021 TO R61-2021 AND APPROVING THE "*PROFESSIONAL SERVICES AGREEMENT*" WITH KELLER ASSOCIATES, INC. FOR SCOPE OF WORK FOR AVENUE B SIDEWALK IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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 (208) 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

2. Resolution R62-2021
   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; AND SUPERSEEDING, AMENDING, AND REFORMING CITY COUNCIL RESOLUTION R66-2020; AND ESTABLISHING FEES FOR CONNECTING TO SANITARY SEWER SYSTEM; AND ESTABLISHING MONTHLY SEWER USE FEES; AND ESTABLISHING MINIMUM SEWER LINE SIZES; AND ESTABLISHING OTHER CHARGES; AND ESTABLISHING AN EFFECTIVE DATE.

3. Resolution R63-2021

   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:
   MAKING CERTAIN FINDINGS OF AUTHORITY AND PURPOSE; AND AUTHORIZING THE MAYOR, CITY TREASURER AND CITY ATTORNEY TO COMPLETE THE CITY'S PERFORMANCE OF THE FINAL ORDER OF CONDEMNATION ISSUED BY THE COURT IN FOURTH DISTRICT COURT OF THE STATE OF IDAHO ADA COUNTY IN CASE NO. CV01-21-11245 ENTITLED CITY OF KUNA V. UNION PACIFIC ET AL; ANDDIRECTING THE CITY CLERK; AND
   PROVIDING AN EFFECTIVE DATE.

4. Resolution R64-2021

   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE "*CROSS ACCESS EASEMENT"* AGREEMENT WITH ADA COUNTY HIGHWAY DISTRICT (ACHD), A BODY POLITIC AND CORPORATE OF THE STATE OF IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. Resolution R65-2021

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:
   SETTING FORTH CERTAIN PURPOSES; AUTHORIZING THE MAYOR TO EXECUTE THE PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC
   DIRECTING THE CITY CLERK; AND
   SETTING AN EFFECTIVE DATE.

6. Resolution R66-2021

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:
   SETTING FORTH CERTAIN PURPOSES; AUTHORIZING THE MAYOR TO EXECUTE THE INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC
   DIRECTING THE CITY CLERK; AND
   SETTING AN EFFECTIVE DATE.

7. Resolution R67-2021

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA: SETTING FORTH CERTAIN PURPOSES; AUTHORIZING THE MAYOR TO EXECUTE THE WATER AND WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC DIRECTING THE CITY CLERK; AND SETTING AN EFFECTIVE DATE.

D. Findings of Fact and Conclusion of Law

1. Case No. 21-06-AN (Annexation) - 1113 & 1169 N Black Cat Road
2. Case No. 21-12-S (Preliminary Plat) - Lugarno Terra North Subdivision
3. Case No. 20-13-S (Preliminary Plat) - Lugarno Terra South Subdivision

E. Final Plat

1. Case No. 21-19-FP (Final Plat) Rising Sun No. 1

5. External Reports or Requests:

6. Public Hearings:

A. Case No. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat) – Ewing Meadows Subdivision. Doug Hansen, Planner II ACTION ITEM
Sterling Land Development Inc, on behalf of YES Development, LLC requests a Rezone for approximately 80.75 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The Applicant also requests Preliminary Plat approval in order to subdivide the approximately 80.75 acres into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 north, Range 1 West (APNs: S1315212403, S1315244600, S1315214551).

B. Consideration to approve Case No. 21-03-CPF (Combination Preliminary & Final Plat) Arbor Ridge Villas. Troy Behunin, Senior Planner ACTION ITEM
Centurion Engineers, Inc., on behalf of Challenger Development, LLC, requests approval to subdivide three (3) existing lots within Arbor Ridge Sub No. 5, into nine (9) total lots using the Combination Plat process, for a site located at the northwest corner of School Avenue and Ardell Road, Kuna, Idaho

C. Resolution R57-2021 – Adopting a New Fee Schedule for the Planning and Zoning, Building and Public Works Departments. Jace Hellman, Planning and Zoning Director ACTION ITEM

8. Business Items:

A. Budget Report 2021, Jared Empey, City Treasurer ACTION ITEM

1. Cash Statement

2. Budget Results

B. Contingency Request, Solid Waste Trailer, Jared Empey, City Treasurer ACTION ITEM

C. Canvas Election Results for November 2021 Election, Chris Engels, City Clerk ACTION ITEM

- Warren Christensen
- Chris Bruce
- John Laraway

9. Ordinances:

A. Consideration to approve Ordinance 2021-33 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 AMH DEVELOPMENT 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 BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance

B. Consideration to approve Ordinance 2021-32A ACTION ITEM

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1531233600, S1531300000, S2006121115,

S2006417205, S2006417265, S2007111100, S2006417500 AND S2007111200 OWNED BY RAY AND SUSAN MONTIERTH, AND S2006121150 OWNED BY PLEASANT VALLEY AGRICULTURE 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
Consideration to approve Ordinance

10. Executive Session:

10. Mayor/Council Announcements:

11. Adjournment:

OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
John Laraway, Council Member

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

City Council Meeting
MINUTES
Tuesday, November 16, 2021

6:00 P.M. REGULAR CITY COUNCIL

For questions, please call the Kuna City Clerk's Office at (208) 387-7726.

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. *Call to Order and Roll Call*

(Timestamp 00:00:02)

COUNCIL MEMBERS PRESENT:
Mayor Joe Stear – In Person
Council President Greg McPherson – In Person
Council Member Richard Cardoza – In Person
Council Member Warren Christensen – In Person
Council Member John Laraway – In Person

CITY STAFF PRESENT:
Marc Bybee, City Attorney – In Person
Chris Engels, City Clerk – In Person
Jared Empey, City Treasurer – In Person
Bobby Withrow, Parks Director – In Person
Mike Fratusco, Kuna Police Chief – In Person
Jace Hellman, P & Z Director – In Person
Jessica Reid, P & Z – In Person
Morgan Treasure, Economic Development Director – In Person
Paul Stevens, Public Works Director – In Person
Nancy Stauffer, HR Director – In Person

2. *Invocation:*

3. *Pledge of Allegiance:* Mayor Stear

(*Timestamp 00:00:22)*

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

(Timestamp 00:00:45)

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the

Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.

A. Regular City Council Meeting Minutes Dated November 3, 2021

B. Accounts Payable Dated November 10, 2021, in the amount of $1,000,075.16

C. Resolutions

1. Resolution R56-2021
   -Pulled from consent for discussion per Council Member Cardoza. Business item 7.C.
   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:
   - SETTING FORTH CERTAIN PURPOSES;
   - AUTHORIZING THE MAYOR TO EXECUTE THE FALCON CREST SEWER PACKAGE #1 REIMBURSEMENT AGREEMENT
   - DIRECTING THE CITY CLERK; AND
   - SETTING AN EFFECTIVE DATE.
2. Resolution R57-2021

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "*PROFESSIONAL SERVICES AGREEMENT*" WITH KELLER ASSOCIATES, INC. FOR SCOPE OF WORK FOR AVENUE B SIDEWALK IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

3. Resolution R58-2021

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN ESTATES SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution R59-2021

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN ESTATES SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

Motion To: Remove Item 4. C. 1. and moved to Business 7C
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve the Consent Agenda as published
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0-0

5. External Reports or Requests:

(Timestamp 00:02:56)

A. New Approach to New Residential Development, David Reinhart, Kuna School District.

David Reinhart was not in attendance at 6:00 p.m.

6. Public Hearings:

(Timestamp 00:03:14)

A. Case No. 21-06-AN (Annexation) 1113 & 1169 N Black Cat Road: Tabled from City Council Meeting on November 3, 2021. Robin and Diana Sanders request to annex two (2) parcels consisting of approximately 9.8 acres into Kuna City Limits with an R-2 zoning district classification. The subject sites are located at 1113 and 1169 N Black Cat Road, Kuna ID 83634, with Section 21, Township 2 North, Range 1 West; (APNs: S1321141880, S1321141920. Doug Hansen, Planner II ACTION ITEM

Planner II Doug Hansen provided a review of the application and stood for questions.

Diana Sanders is the applicant and had her son Josh Sanders review the plans and complaints received. He clarified the plan is for family planning of homes that will be for himself, his parents and sister. Mr. Sanders also discussed the irrigation plans and the agencies and staff that reviewed the application. He stood for questions.

Open Public Hearing

Receive evidence
Consideration to close evidence presentation and proceed to deliberation

Motion To: Close the evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Further Discussion: None
Motion Passed: 4-0-0

Motion To: Approve Case No. 21-06-AN (Annexation) 1113 & 1169 N Black Cat Road
Motion By: Council Member McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

B. 21-12-S (Preliminary Plat) – Lugarno Terra North: Select Development requests to subdivide approximately 38.5 acres into 143 total lots (123 buildable lots and 20 common lots). The subject site is within Kuna City Limits with an R-4 (Medium Density Residential) zoning district classification. The subject site is located at 2075 E Rodeo Lane, Kuna, ID 83634, within Section 18, Township 2 North, Range 1 East; (APNs: R7534260375, R7534260500, R7534260218 and R7534260156). Doug Hansen, Planner II ACTION ITEM

(Timestamp 00:26:35)
City Clerk Chris Engels notified Mayor Stear of ex parte communications and asked for an opinion from the City Attorney Marc Bybee.

City Attorney Marc Bybee provided the three options available.

Billey Edwards, Applicant decided they would move forward.

Letters from school district not entered into the record and not added to the packet.

Motion To: Disregard the ex parte letter received by Council Members and Council from the Kuna School District
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Further Discussion: None
Motion Passed: 4-0-0
(Timestamp 00:35:25)

Planner II Doug Hanson reviewed the application and stood for questions.

Billy Edwards, Select Development, reviewed the presentation.

Council Member Christensen asked about school impact.

Council discussed how they need more participation from the school district during these council meetings and work better together to make better informed decisions.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

Motion To: Close the evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Further Discussion: None
Motion Passed: 4-0-0

Motion To: Approve Case No. 21-12-S (Preliminary Plat) Lugarno Terra North
Motion By: Council Member McPherson
Motion Seconded: Council Member Laraway
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

C. 21-13-S (Preliminary Plat) – Lugarno Terra South: Select Development requests to subdivide approximately 1.85 acres into 13 total lots (8 buildable lots and five common lots). The subject site is within Kuna City Limits with an R-6 (Medium Density Residential) zoning district classification. The subject site is located at 1919 E Deer Flat Road, Kuna, ID 83634, within Section 19, Township 2 North, Range 1 East; (APNs: S1419223001). Doug Hansen, Planner II ACTION ITEM

(Timestamp 001:05:30)

Planner II Doug Hansen provide a review of the application and stood for questions.

Applicant Representative Billy Edwards Select Development reviewed the presentation provided in the packet and stood for questioning.

Mayor Stear asked about issues in the past of people trespassing on canals and if this has been brought to the applicant's attention.
Jace Hellman, PZ Director answered Mayor Stear.

Billy Edwards, applicant, responded and agreed to the recommendations of adding signage to encourage people to stay off canal paths as they are private property.

Open Public Hearing
Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Close the evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Further Discussion: None
Motion Passed: 4-0-0

Motion To: Approve Case No. 21-13-S (Preliminary Plat) Lugarno Terra South
Motion By: Council Member McPherson
Motion Seconded: Council Member Laraway
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

7. Business Items:

(Timestamp 01:15:50)

A. Consideration of $20,000 from General Fund Contingency for Galena Consulting to fund an updated study for Kuna Parks and Kuna Police Impact Fees. Chris Engels, City Clerk ACTION ITEM

Motion To: Approve $20,000 from General Fund Contingency for Galena Consulting
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

B. 21-02-LS (Lot Split) & 21-04-LLA (Lot Line Adjustment) – 1113 & 1169 N Black Cat: Robin and Diana Sanders are requesting to Lot Split and Lot Line Adjust two (2) parcels consisting of approximately 9.8 acres. The subject properties have applied for Annexation into Kuna City Limits with an R-2 zone. The subject sites are located at 1113 and 1169 N Black Cat Road, Kuna, ID 83634, within Section 21, Township 2 North, Range 1 West; (APNs: S1321141880, S1321141920). Doug Hansen, Planner II ACTION ITEM
(Timestamp 01:18:59)

Doug Hansen, Planner II, reviewed the lot split and lot line adjustment and stood for questions.

Motion To: Approve 21-02-LS (Lot Split) & 21-04-LLA (Lot Line Adjustment) 1113 & 1169 N Black Cat
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

C. Council Member Cardoza Requested item from Consent to Business for discussion.

Resolution R56-2021

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

- SETTING FORTH CERTAIN PURPOSES;
- AUTHORIZING THE MAYOR TO EXECUTE THE FALCON CREST SEWER PACKAGE #1 REIMBURSEMENT AGREEMENT
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

Paul Stevens, Public Works Director, responded to Council Member Cardoza's questioning about total amount.

Jared Empey, City Treasurer, responded to the amount that is being reimbursed per Council Member Cardoza's questioning about total amount.

Council Member Cardoza asked about EDU's.

Paul Stevens, Public Works Director, responded to Council Member Cardoza.

Motion To: Approve R56-2021
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

8. Ordinances:

(Timestamp 01:32:15)

A. Consideration to approve Ordinance 2021-32 ACTION ITEM

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1531233600, S1531300000, S2006121115, S2006417205, S2006417265, S2007111100, S2006417500 AND S2007111200 OWNED BY RAY AND SUSAN MONTIERTH, AND S2006121150 OWNED BY PLEASANT VALLEY AGRICULTURE 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
Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2021-32
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve Ordinance 2021-32
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0-0

9. Executive Session:

10. Mayor/Council Announcements:

(Timestamp 01:35:10)

Mayor updated Council on Legislation.

11. Adjournment: 7:45 PM

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 12.7.2021

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A COMPANY, INC.												
1463	A COMPANY, INC.	114-12572419		STANDARD PORTABLE RESTROOM RENTAL, #T273, BI-WEEKLY, 10/11/21 - 11/07/21 - CITY FARM	11/07/2021	99.96	99.96	21-6090 FARM EXPENDITURES	0	11/21	11/12/2021	
Total 114-12572419:						99.96	99.96					
1463	A COMPANY, INC.	114-12572420		ADA WHEELCHAIR ACCESSIBLE & STANDARD PORTABLE RESTROOM RENTAL, #ADA493 & #KK099, WEEKLY SERVICE, 10/11/21 - 11/07/21 - GREENBELT AT CITY HALL	11/07/2021	327.53	327.53	01-6212 RENT-EQUIPMENT	1004	11/21	11/12/2021	
Total 114-12572420:						327.53	327.53					
1463	A COMPANY, INC.	114-12572421		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, ADANO#10, WEEKLY SERVICE, 10/11/21 - 11/07/21 - THE FARM PARK	11/07/2021	214.32	214.32	01-6212 RENT-EQUIPMENT	1004	11/21	11/12/2021	
Total 114-12572421:						214.32	214.32					
1463	A COMPANY, INC.	114-12572422		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA188, WEEKLY SERVICE, 10/11/21 - 11/07/21 - ARBOR RIDGE PARK	11/07/2021	214.32	214.32	01-6212 RENT-EQUIPMENT	1004	11/21	11/12/2021	
Total 114-12572422:						214.32	214.32					
1463	A COMPANY, INC.	114-12572423		ADA WHEELCHAIR ACCESSIBLE PORTABLE								

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
				RESTROOM RENTAL, #ADA392, BI-WEEKLY, 10/11/21 - 11/07/21 - SADIE CREEK PARK	11/07/2021	172.96	172.96	01-6212 RENT-EQUIPMENT	1004	11/21	11/12/2021	
Total 114-12572423:						172.96	172.96					
1463	A COMPANY, INC.	114-12572424		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA412, WEEKLY SERVICE, 10/11/21 - 11/07/21 - NICHOLSON PARK	11/07/2021	218.92	218.92	01-6212 RENT-EQUIPMENT	1004	11/21	11/12/2021	
Total 114-12572424:						218.92	218.92					
1463	A COMPANY, INC.	114-12572425		ADA PORTABLE RESTROOM RENTAL, #ADA397, BI-WEEKLY, 10/11/21 - 11/07/21 - WINCHESTER PARK	11/07/2021	172.96	172.96	01-6212 RENT-EQUIPMENT	1004	11/21	11/12/2021	
Total 114-12572425:						172.96	172.96					
1463	A COMPANY, INC.	114-12572869		STANDARD & ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 11/02/21 - 11/29/21 - ECONOMIC VILLAGE	11/07/2021	505.96	505.96	01-6135 PUBLIC ENTERTAINMENT	0	11/21	11/12/2021	
Total 114-12572869:						505.96	505.96					
1463	A COMPANY, INC.	114-12573178		DELUXE PORTABLE RESTROOM RENTAL, 10/27/21 - 11/01/21 - ECON VILLAGE	11/07/2021	281.00	281.00	01-6135 PUBLIC ENTERTAINMENT	0	11/21	11/12/2021	
Total 114-12573178:						281.00	281.00					
1463	A COMPANY, INC.	114-12593537		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 11/12/21 - 12/09/21, BUTLER PARK	11/15/2021	212.57	.00	01-6212 RENT-EQUIPMENT	1004	11/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 114-12593537:						212.57	.00					
Total A COMPANY, INC.:						2,420.50	2,207.93					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16866		SHOP RENT FOR DECEMBER 2021-WATER	11/16/2021	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	11/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16866		SHOP RENT FOR DECEMBER 2021-SEWER	11/16/2021	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	11/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16866		SHOP RENT FOR DECEMBER 2021-PI	11/16/2021	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	10/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16866		SHOP RENT FOR DECEMBER 2021-PARKS	11/16/2021	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	11/21		
Total 16866:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	11222021ACP		PROSECUTORIAL SERVICES FOR DECEMBER 2021	11/22/2021	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	11/21		
Total 11222021ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	091326		SHERIFF SERVICE CONTRACT FOR NOVEMBER 2021	11/01/2021	226,256.00	.00	01-6000 LAW ENFORCEMENT SERVICES	0	11/21		
Total 091326:						226,256.00	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						226,256.00	.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
AIR DIFFUSION SYSTEMS												
1088	AIR DIFFUSION SYSTEMS	6119		PARTS FOR POND 7, T. FLEMING, NOV. '21	11/17/2021	546.50	.00	21-6020 CAPITAL IMPR0VEMENTS	1267	11/21		
Total 6119:						546.50	.00					
Total AIR DIFFUSION SYSTEMS:						546.50	.00					
AIR FILTER SUPERSTORE WHOLESALE LLC												
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV49677	12585	AIR FILTERS, S.HOWELL, NOV.'21-SENIOR CENTER	11/03/2021	26.88	.00	01-6140 MAINT. & REPAIR BUILDING	1001	11/21		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV49677	12585	AIR FILTERS, S.HOWELL, NOV.'21-WATER	11/03/2021	22.66	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV49677	12585	AIR FILTERS, S.HOWELL, NOV.'21-PI	11/03/2021	5.66	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/21		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV49677	12585	AIR FILTERS, S.HOWELL, NOV.'21-SEWER	11/03/2021	11.13	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV49677	12585	AIR FILTERS, S.HOWELL, NOV.'21-WATER	11/03/2021	11.13	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV49677		AIR FILTERS, S.HOWELL, NOV.'21-PI	11/03/2021	5.56	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV49677		AIR FILTERS, S.HOWELL, NOV.'21	11/03/2021	27.82	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/21		
Total INV49677:						110.84	.00					
Total AIR FILTER SUPERSTORE WHOLESALE LLC:						110.84	.00					
ALLIANCE MEDICAL GROUP LLC												
2072	ALLIANCE MEDICAL GROUP LLC	8773-111821		NEW EMPLOYEE DRUG SCREEN, K. NOLAN, CLAIM #5127360, OCT'21 - WATER	10/05/2021	20.00	.00	20-5950 TEAM BUILDING, ONBOARDING	0	11/21		
2072	ALLIANCE MEDICAL GROUP LLC	8773-111821		NEW EMPLOYEE DRUG SCREEN, K. NOLAN, CLAIM #5127360, OCT'21 - PI	10/05/2021	5.00	.00	25-5950 TEAM BUILDING, ONBOARDING	0	11/21		

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 8773-111821:						25.00	.00					
Total ALLIANCE MEDICAL GROUP LLC:						25.00	.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	17788685		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2021-ADMIN	11/01/2021	344.12	344.12	01-6255 TELEPH0NE	0	11/21	11/12/2021	
1411	ALLSTREAM BUSINESS US, INC	17788685		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2021-WATER	11/01/2021	319.54	319.54	20-6255 TELEPH0NE EXPENSE	0	11/21	11/12/2021	
1411	ALLSTREAM BUSINESS US, INC	17788685		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2021-SEWER	11/01/2021	319.54	319.54	21-6255 TELEPH0NE EXPENSE	0	11/21	11/12/2021	
1411	ALLSTREAM BUSINESS US, INC	17788685		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2021-PI	11/01/2021	122.90	122.90	25-6255 TELEPH0NE EXPENSE	0	11/21	11/12/2021	
1411	ALLSTREAM BUSINESS US, INC	17788685		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2021-P&Z	11/01/2021	122.90	122.90	01-6255 TELEPH0NE	1003	11/21	11/12/2021	
Total 17788685:						1,229.00	1,229.00					
Total ALLSTREAM BUSINESS US, INC:						1,229.00	1,229.00					
ARNOLD MACHINERY COMPANY												
1985	ARNOLD MACHINERY COMPANY	SQA690		FORKLIFT REPAIR, T.SHAFFER, NOV'21 - SEWER	11/04/2021	1,305.33	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
Total SQA690:						1,305.33	.00					
Total ARNOLD MACHINERY COMPANY:						1,305.33	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	518873217	12636	FALL ACADEMY FOR ELECTED OFFICIALS, C. ENGELS, NOV. '21	11/09/2021	120.00	.00	01-6265 TRAINING & SCH00LING	0	11/21		

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 518873217:						120.00	.00					
Total ASSOCIATION OF IDAHO CITIES:						120.00	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126477747	12477	DIESEL EXHAUST FLUID FOR TRUCK 550 , T. HAMILTON, OCT'21 - SEWER	10/08/2021	11.87	11.87	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21	11/19/2021	
Total 4126477747:						11.87	11.87					
Total AUTOZONE, INC.:						11.87	11.87					
BOISE METRO CHAMBER OF COMMERCE												
71	BOISE METRO CHAMBER OF COMMERCE	5807035		YEARLY DUES, 10/1/2021-9/30/2022	08/23/2021	5,000.00	5,000.00	01-6075 DUES & MEMBERSHIPS	4000	11/21	11/24/2021	
Total 5807035:						5,000.00	5,000.00					
Total BOISE METRO CHAMBER OF COMMERCE:						5,000.00	5,000.00					
BOISE RIVER FENCE												
2105	BOISE RIVER FENCE	21806B		NEW GATE REMOTES, TREATMENT PLANT, C.OSWALD, DEC.'21 - WATER	09/21/2021	105.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
2105	BOISE RIVER FENCE	21806B		NEW GATE REMOTES, TREATMENT PLANT, C.OSWALD, DEC.'21 - SEWER	09/21/2021	105.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
2105	BOISE RIVER FENCE	21806B		NEW GATE REMOTES, TREATMENT PLANT, C.OSWALD, DEC.'21 - P.I	09/21/2021	40.00	.00	25-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
Total 21806B:						250.00	.00					
Total BOISE RIVER FENCE:						250.00	.00					
BOISE-KUNA IRRIGATION DISTRICT												

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
12	BOISE-KUNA IRRIGATION DISTRICT	11052021BKID		2022 FALL AND SPRING IRRIGATION ASSESSMENT, SECTION 19TR: 02N-01E, W2 NE4 SW4, E MEADOWVIEW RD	11/05/2021	1,114.37	.00	25-6116 IRRIGATION / WATER COSTS	0	11/21		
Total 11052021BKID:						1,114.37	.00					
12	BOISE-KUNA IRRIGATION DISTRICT	11052021BKID		2022 FALL AND SPRING IRRIGATION ASSESSMENT, 501 W SHORTLINE ST	11/05/2021	1,129.98	.00	25-6116 IRRIGATION / WATER COSTS	0	11/21		
Total 11052021BKID501:						1,129.98	.00					
12	BOISE-KUNA IRRIGATION DISTRICT	11052021BKID		FALL ASSESSMENT - 2022 IRRIGATION FOR KUNA TOWNSITE, SECTION 23TR: 2N-1W	11/05/2021	4,073.54	.00	25-6116 IRRIGATION / WATER COSTS	0	11/21		
Total 11052021BKIDKT:						4,073.54	.00					
Total BOISE-KUNA IRRIGATION DISTRICT:						6,317.89	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	173582	12592	2 CASES COPY PAPER, NOV '21 - P&Z	11/05/2021	90.62	.00	01-6165 OFFICE SUPPLIES	1003	11/21		
Total 173582:						90.62	.00					
1795	BUYWYZ LLC	173705	12619	1 EA BOX EXPANDING FILE FOLDERS 3 1/2", 2 EA SCREEN WIPES, FOR CITY HALL, NOV'21 - ADMIN	11/09/2021	23.96	.00	01-6165 OFFICE SUPPLIES	0	11/21		
1795	BUYWYZ LLC	173705	12619	1 EA BOX EXPANDING FILE FOLDERS 3 1/2", 2 EA SCREEN WIPES, FOR CITY HALL, NOV'21 - WATER	11/09/2021	16.40	.00	20-6165 0FFICE SUPPLIES	0	11/21		
1795	BUYWYZ LLC	173705	12619	1 EA BOX EXPANDING FILE FOLDERS 3 1/2", 2 EA SCREEN WIPES, FOR CITY HALL, NOV'21 - SEWER	11/09/2021	16.40	.00	21-6165 OFFICE SUPPLIES	0	11/21		

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	173705	12619	1 EA BOX EXPANDING FILE FOLDERS 3 1/2", 2 EA SCREEN WIPES, FOR CITY HALL, NOV'21 - PI	11/09/2021	6.30	.00	25-6165 OFFICE SUPPLIES	0	11/21		
1795	BUYWYZ LLC	173705	12619	5 EA CARTONS TRASH CAN LINERS, FOR PARKS JANITORIAL, NOV'21	11/09/2021	278.45	.00	01-6025 JANITORIAL	1004	11/21		
Total 173705:						341.51	.00					
1795	BUYWYZ LLC	174020	12675	1 CARTON MULTIPURPOSE PAPER, 1 PACK TISSUE, 2 CARTONS COPY PAPER, FOR CITY HALL, NOV'21 - ADMIN	11/19/2021	83.96	.00	01-6165 OFFICE SUPPLIES	0	11/21		
1795	BUYWYZ LLC	174020	12675	1 CARTON MULTIPURPOSE PAPER, 1 PACK TISSUE, 2 CARTONS COPY PAPER, FOR CITY HALL, NOV'21 - WATER	11/19/2021	57.45	.00	20-6165 0FFICE SUPPLIES	0	11/21		
1795	BUYWYZ LLC	174020	12675	1 CARTON MULTIPURPOSE PAPER, 1 PACK TISSUE, 2 CARTONS COPY PAPER, FOR CITY HALL, NOV'21 - SEWER	11/19/2021	57.45	.00	21-6165 OFFICE SUPPLIES	0	11/21		
1795	BUYWYZ LLC	174020	12675	1 CARTON MULTIPURPOSE PAPER, 1 PACK TISSUE, 2 CARTONS COPY PAPER, FOR CITY HALL, NOV'21 - PI	11/19/2021	22.10	.00	25-6165 OFFICE SUPPLIES	0	11/21		
Total 174020:						220.96	.00					
1795	BUYWYZ LLC	174032	12679	1 BOX 5 1/4 INCH EXPANSION FOLDERS, FOR CITY HALL, NOV'21 - ADMIN	11/22/2021	39.25	.00	01-6165 OFFICE SUPPLIES	0	11/21		
1795	BUYWYZ LLC	174032	12679	1 BOX 5 1/4 INCH EXPANSION FOLDERS, FOR CITY HALL, NOV'21 - WATER	11/22/2021	26.86	.00	20-6165 0FFICE SUPPLIES	0	11/21		
1795	BUYWYZ LLC	174032	12679	1 BOX 5 1/4 INCH EXPANSION FOLDERS, FOR CITY HALL, NOV'21 - SEWER	11/22/2021	26.86	.00	21-6165 OFFICE SUPPLIES	0	11/21		

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	174032	12679	1 BOX 5 1/4 INCH EXPANSION FOLDERS, FOR CITY HALL, NOV'21 - PI	11/22/2021	10.32	.00	25-6165 OFFICE SUPPLIES	0	11/21		
Total 174032:						103.29	.00					
Total BUYWYZ LLC:						756.38	.00					
CASELLE INC												
1239	CASELLE INC	113362		DATA SERVICE WORK ON IRRIGATION BILLING, CHANGING RATES AND SERVICES (1 HOUR)	11/23/2021	175.00	.00	25-6052 C0NTRACT SERVICES	0	11/21		
Total 113362:						175.00	.00					
Total CASELLE INC:						175.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/01 -12/06/2021-ADMIN	11/07/2021	14.86	14.86	01-6255 TELEPH0NE	0	11/21	11/19/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/01 -12/06/2021-WATER	11/07/2021	13.80	13.80	20-6255 TELEPH0NE EXPENSE	0	11/21	11/19/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/01 -12/06/2021-SEWER	11/07/2021	13.80	13.80	21-6255 TELEPH0NE EXPENSE	0	11/21	11/19/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/01 -12/06/2021-PI	11/07/2021	5.30	5.30	25-6255 TELEPH0NE EXPENSE	0	11/21	11/19/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/01 -12/06/2021-P&Z	11/07/2021	5.30	5.30	01-6255 TELEPH0NE	1003	11/21	11/19/2021	
Total 2089229179548B11072021:						53.06	53.06					
Total CENTURYLINK:						53.06	53.06					

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
CORE & MAIN LP												
63	CORE & MAIN LP	P183210	12616	STOCK PARTS, D. CROSSLEY, NOV. '21-WATER	11/08/2021	654.48	.00	20-6150 M & R - SYSTEM	0	11/21		
63	CORE & MAIN LP	P183210		STOCK PARTS, D. CROSSLEY, NOV. '21-PI	11/08/2021	163.62	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/21		
Total P183210:						818.10	.00					
63	CORE & MAIN LP	P674869	12616	2" METER GASKETS & BOLT KITS, D. CROSSLEY, NOV ' 21	11/08/2021	6,459.25	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	11/21		
Total P674869:						6,459.25	.00					
63	CORE & MAIN LP	P705419		METER PARTS, J. OSBORNE, NOV, '21	11/03/2021	567.15	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	11/21		
Total P705419:						567.15	.00					
63	CORE & MAIN LP	P749043	12616	METER ADAPTERS, & PARTS, D. CROSSLEY, NOV. '21	11/08/2021	1,070.48	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	11/21		
Total P749043:						1,070.48	.00					
63	CORE & MAIN LP	P789826	12616	COAX JUMPER FOR GATEWAY, J. OSBORNE, NOV. '21	11/08/2021	50.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	11/21		
Total P789826:						50.00	.00					
63	CORE & MAIN LP	P877959		REGISTERS, J.OSBORN, NOV. '21	11/03/2021	1,779.52	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	11/21		
Total P877959:						1,779.52	.00					
63	CORE & MAIN LP	P926257	12693	37 REGISTERS, J. OSBORNE, NOV. '21	11/19/2021	8,660.59	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	11/21		

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 P926257:					8,660.59	.00					
	Total CORE & MAIN LP:					19,405.09	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8795	12664	PLC REPLACEMENT AND SCREEN CONTROL PANEL, T. FLEMING, NOV'21	11/11/2021	1,740.95	.00	21-6150 M & R - SYSTEM	0	11/21		
	Total 8795:					1,740.95	.00					
147	CUSTOM ELECTRIC, INC.	8809	12731	ELAPSED TIME METER AT BUTLER WELL, D.CROSSLEY, DEC'21 - WATER	12/01/2021	293.75	.00	20-6150 M & R - SYSTEM	0	11/21		
	Total 8809:					293.75	.00					
	Total CUSTOM ELECTRIC, INC.:					2,034.70	.00					
D & B SUPPLY												
75	D & B SUPPLY	10403	12705	WINTERIZING ITEMS FOR THE SHOP, R.WARWICK, NOV.'21	11/22/2021	62.24	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/21		
	Total 10403:					62.24	.00					
75	D & B SUPPLY	11526	12719	EXTENSION CORD TO PLUG IN HEATER ON BACK HOE & MOUSE BAIT, R. WARWICK, NOV. '21	11/29/2021	83.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/21		
	Total 11526:					83.98	.00					
75	D & B SUPPLY	15004	12637	BIB OVERALLS FOR J. OSBORNE, NOV. '21-WATER	11/10/2021	95.99	.00	20-6285 UNIF0RMS EXPENSE	0	11/21		
75	D & B SUPPLY	15004	12637	BIB OVERALLS FOR J. OSBORNE, NOV. '21-PI	11/10/2021	24.00	.00	25-6285 UNIF0RMS EXPENSE	0	11/21		

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 15004:						119.99	.00					
75	D & B SUPPLY	67572	12633	COATS FOR R. WARWICK & J. PEREZ, NOV. '21	11/09/2021	239.98	.00	01-6285 UNIF0RMS	1004	11/21		
Total 67572:						239.98	.00					
75	D & B SUPPLY	67705	12649	BIBS & COAT FOR D. ABBOTT, NOV. '21	11/10/2021	219.98	.00	01-6285 UNIF0RMS	1004	11/21		
Total 67705:						219.98	.00					
75	D & B SUPPLY	68766	12680	EXTENSION CORDS FOR CHRISTMAS DECORATIONS, D.ABBOTT, NOV.'21	11/18/2021	548.28	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 68766:						548.28	.00					
75	D & B SUPPLY	7488	12607	BATTERIES, D CROSSLEY, NOV. '21-WATER	11/05/2021	7.99	.00	20-6150 M & R - SYSTEM	0	11/21		
75	D & B SUPPLY	7488	12607	BATTERIES, D CROSSLEY, NOV. '21-PI	11/05/2021	2.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/21		
75	D & B SUPPLY	7488	12607	WORK GLOVES, D CROSSLEY, NOV. '21-WATER	11/05/2021	10.39	.00	20-6285 UNIF0RMS EXPENSE	0	11/21		
75	D & B SUPPLY	7488	12607	WORK GLOVES, D CROSSLEY, NOV. '21-PI	11/05/2021	2.60	.00	25-6285 UNIF0RMS EXPENSE	0	11/21		
Total 7488:						22.98	.00					
75	D & B SUPPLY	8363	12638	BIB OVERALLS FOR J. LISH & K. NOLAN, NOV. '21-WATER	11/10/2021	191.98	.00	20-6285 UNIF0RMS EXPENSE	0	11/21		
75	D & B SUPPLY	8363	12638	BIB OVERALLS FOR J. LISH & K. NOLAN, NOV. '21-PI	11/10/2021	48.00	.00	25-6285 UNIF0RMS EXPENSE	0	11/21		

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 8363:						239.98	.00					
75	D & B SUPPLY	8671	12650	6 VESTS FOR CREW, M. DAVILA, NOV. '21-WATER	11/12/2021	355.95	.00	20-6285 UNIF0RMS EXPENSE	0	11/21		
75	D & B SUPPLY	8671	12650	6 VESTS FOR CREW, M. DAVILA, NOV. '21-PI	11/12/2021	88.99	.00	25-6285 UNIF0RMS EXPENSE	0	11/21		
Total 8671:						444.94	.00					
75	D & B SUPPLY	94601	12630	BIBS & COATS FOR J. MORFIN, M. SMITH, B. REED, NOV. '21	11/09/2021	719.94	.00	01-6285 UNIF0RMS	1004	11/21		
Total 94601:						719.94	.00					
75	D & B SUPPLY	9487	12673	ANTIFREEZE FOR WINTERIZING EQUIPMENT, M. MEADE, NOV. '21	11/17/2021	20.46	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/21		
Total 9487:						20.46	.00					
Total D & B SUPPLY:						2,722.75	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	6239677		47.60 GALLONS PROPANE FOR 201 AVE A, NOV. '21	11/17/2021	116.14	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	11/21		
Total 6239677:						116.14	.00					
1731	ED STAUB & SONS PETROLEUM, INC	6239698		REFILL PROPANE TANK AT 475 SHORTLINE RD-FLEET-ADMIN, NOV. '21	11/17/2021	153.72	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	11/21		
1731	ED STAUB & SONS PETROLEUM, INC	6239698		REFILL PROPANE TANK AT 475 SHORTLINE RD-FLEET-WATER, NOV. '21	11/17/2021	61.49	.00	20-6150 M & R - SYSTEM	0	11/21		
1731	ED STAUB & SONS PETROLEUM, INC	6239698		REFILL PROPANE TANK AT 475 SHORTLINE RD-FLEET-SEWER,								

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
				NOV. '21	11/17/2021	61.49	.00	21-6150 M & R - SYSTEM	0	11/21		
1731	ED STAUB & SONS PETROLEUM, INC	6239698		REFILL PROPANE TANK AT 475 SHORTLINE RD-FLEET-PI, NOV. '21	11/17/2021	30.74	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/21		
Total 6239698:						307.44	.00					
Total ED STAUB & SONS PETROLEUM, INC:						423.58	.00					
ELAM & BURKE												
796	ELAM & BURKE	193159		LEGAL SERVICES, URBAN RENEWAL-GENERAL REPRESENTATION, 10/01-10/31/2021	10/31/2021	112.50	.00	52-6202 PROFESSIONAL SERVICES	0	11/21		
796	ELAM & BURKE	193159		LEGAL REPRESENTATION, 09/01-09/30/2021	10/31/2021	90.00	.00	01-6202 PR0FESSI0NAL SERVICES	0	11/21		
Total 193159:						202.50	.00					
Total ELAM & BURKE:						202.50	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0803671		REPLACE FIRE HYDRANT, D. CROSSLEY, NOV, '21	11/16/2021	3,212.86	.00	20-6150 M & R - SYSTEM	0	11/21		
Total 0803671:						3,212.86	.00					
Total FERGUSON ENTERPRISES INC:						3,212.86	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	8110964	12625	PARTS FOR SPRAYER REPAIR, J. MORFIN, NOV. '21	11/10/2021	57.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/21		
Total 8110964:						57.48	.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
1083	FLUID CONNECTOR PRODUCTS, INC.	8112535	12646	PARTS FOR SPRAYER REPAIR, J. MORFIN, NOV. '21	11/11/2021	151.93	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/21		
Total 8112535:						151.93	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	8115605	12612	50 HOSE CLAMPS FOR AIR LINES AT POND 7, M. NADEAU, NOV'21	11/15/2021	110.83	.00	20-6020 CAPITAL IMPR0VEMENTS	1267	11/21		
Total 8115605:						110.83	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						320.24	.00					
HERITAGE ELECTRICAL CONSTRUCTION INC												
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	INV-11079	12644	ADDED OUTLETS FOR LIGHT POLES AT CITY HALL, B. WITHROW, NOV. '21	11/21/2021	450.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/21		
Total INV-11079:						450.00	.00					
Total HERITAGE ELECTRICAL CONSTRUCTION INC:						450.00	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	46774		CRIMSON POINT LS EVALUATION, KU21-0327, D. CROSSLEY, NOV. '21	11/23/2021	1,502.50	.00	21-6202 PR0FESSI0NAL SERVICES	0	11/21		
Total 46774:						1,502.50	.00					
Total HOLLADAY ENGINEERING CO:						1,502.50	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	10/2021		ANIMAL CONTROL CONTRACT SERVICES FOR OCTOBER 2021	10/01/2021	11,171.00	11,171.00	01-6005 ANIMAL CONTROL SERVICES	0	11/21	11/12/2021	
Total 10/2021:						11,171.00	11,171.00					

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
833	IDAHO HUMANE SOCIETY	11/2021		ANIMAL CONTROL CONTRACT SERVICES FOR NOVEMBER 2021	11/01/2021	11,171.00	.00	01-6005 ANIMAL CONTROL SERVICES	0	11/21		
Total 11/2021:						11,171.00	.00					
Total IDAHO HUMANE SOCIETY:						22,342.00	11,171.00					
IDAHO POWER CO												
38	IDAHO POWER CO	11182021IP		ELECTRIC SERVICE 10/16-11/16/2021-ADMIN	11/18/2021	387.14	.00	01-6290 UTILITIES	0	11/21		
38	IDAHO POWER CO	11182021IP		ELECTRIC SERVICE 10/16-11/16/2021-SENIOR CENTER	11/18/2021	243.44	.00	01-6290 UTILITIES	1001	11/21		
38	IDAHO POWER CO	11182021IP		ELECTRIC SERVICE 10/16-11/16/2021-STREET LIGHTS	11/18/2021	5,964.43	.00	01-6290 UTILITIES	1002	11/21		
38	IDAHO POWER CO	11182021IP		ELECTRIC SERVICE 10/16-11/16/2021-PARKS	11/18/2021	811.47	.00	01-6290 UTILITIES	1004	11/21		
38	IDAHO POWER CO	11182021IP		ELECTRIC SERVICE 10/16-11/16/2021-WATER	11/18/2021	8,335.31	.00	20-6290 UTILITIES EXPENSE	0	11/21		
38	IDAHO POWER CO	11182021IP		ELECTRIC SERVICE 10/16-11/16/2021-SEWER	11/18/2021	22,389.17	.00	21-6290 UTILITIES EXPENSE	0	11/21		
38	IDAHO POWER CO	11182021IP		ELECTRIC SERVICE 10/16-11/16/2021-FARM	11/18/2021	762.00	.00	21-6090 FARM EXPENDITURES	0	11/21		
38	IDAHO POWER CO	11182021IP		ELECTRIC SERVICE 10/16-11/16/2021-IRRIGATION	11/18/2021	73.46	.00	25-6290 UTILITIES EXPENSE	0	11/21		
Total 11182021IP:						38,966.42	.00					
Total IDAHO POWER CO:						38,966.42	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	15848	12567	AD# 165448, LEGAL PUBLIC NOTICE, 1113 & 1169 N BLACK CAT ROAD, CASE NO. 21-06-AN, J. REID, NOV. '21	11/03/2021	48.66	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/21		

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 15848:						48.66	.00					
1802	IDAHO PRESS TRIBUNE, LLC	15968	12569	AD# 165453, LEGAL NOTICE, P&Z-BUILDING-PARKS FEES, RESOLUTION NO. R57-2021, J. REID, NOV. '21-P&Z	11/10/2021	1,056.00	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/21		
1802	IDAHO PRESS TRIBUNE, LLC	15968		AD# 165453, LEGAL NOTICE, P&Z-BUILDING-PARKS FEES, RESOLUTION NO. R57-2021, J. REID, NOV. '21-WATER	11/10/2021	443.52	.00	20-6125 LEGAL PUBLICATI0NS	0	11/21		
1802	IDAHO PRESS TRIBUNE, LLC	15968		AD# 165453, LEGAL NOTICE, P&Z-BUILDING-PARKS FEES, RESOLUTION NO. R57-2021, J. REID, NOV. '21-SEWER	11/10/2021	443.52	.00	21-6125 LEGAL PUBLICATI0NS EXPENSE	0	11/21		
1802	IDAHO PRESS TRIBUNE, LLC	15968		AD# 165453, LEGAL NOTICE, P&Z-BUILDING-PARKS FEES, RESOLUTION NO. R57-2021, J. REID, NOV. '21-PI	11/10/2021	168.96	.00	25-6125 LEGAL PUBLICATI0NS	0	11/21		
Total 15968:						2,112.00	.00					
1802	IDAHO PRESS TRIBUNE, LLC	16170	12654	AD#170301, 21-04-ZC & 21-05-S, EWING MEADOWS, J. REID, NOV. '21	11/17/2021	49.40	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/21		
Total 16170:						49.40	.00					
1802	IDAHO PRESS TRIBUNE, LLC	16171	12653	AD# 170305, LEGAL NOTICE, 21-03-CPF, ARBOR RIDGE VILLAS,J. REID, NOV. '21	11/17/2021	47.92	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/21		
Total 16171:						47.92	.00					
1802	IDAHO PRESS TRIBUNE, LLC	16352	12652	AD# 170294, LEGAL PUBLICATION NOTICE, FALCON CREST GOLF VILLAGES, CASE NO. 21-04-S, J REID, NOV. '21	11/24/2021	49.40	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/21		

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 16352:						49.40	.00					
1802	IDAHO PRESS TRIBUNE, LLC	16353	12684	AD#172997, LEGAL PUBLICATION NOTICE, ORDINANCE 2021-32, N. STANLEY, NOV'21	11/24/2021	723.36	.00	01-6125 LEGAL PUBLICATI0NS	0	11/21		
Total 16353:						723.36	.00					
Total IDAHO PRESS TRIBUNE, LLC:						3,030.74	.00					
IDAHO TOOL & EQUIPMENT, INC.												
1667	IDAHO TOOL & EQUIPMENT, INC.	2111-012345	12691	STANDARD SET OF WRENCHES, M. NADEAU, NOV '21 - SEWER	11/19/2021	810.26	.00	21-6175 SMALL TOOLS	0	11/21		
Total 2111-012345:						810.26	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						810.26	.00					
IDEXX DISTRIBUTION, INC.												
1620	IDEXX DISTRIBUTION, INC.	3095543507	12627	MISC TESTING SUPPLIES, T. SHAFFER, NOV. '21	11/09/2021	1,231.57	.00	21-6152 M & R - LABORATORY COSTS	0	11/21		
Total 3095543507:						1,231.57	.00					
Total IDEXX DISTRIBUTION, INC.:						1,231.57	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000110		NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 10/05-11/21/2021-WATER	11/02/2021	211.72	211.72	20-6290 UTILITIES EXPENSE	0	11/21	11/12/2021	
37	INTERMOUNTAIN GAS CO	482195000110		NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 10/05-11/21/2021-SEWER	11/02/2021	211.72	211.72	21-6290 UTILITIES EXPENSE	0	11/21	11/12/2021	

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37	INTERMOUNTAIN GAS CO	482195000110		NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 10/05-11/21/2021-PI	11/02/2021	80.66	80.66	25-6290 UTILITIES EXPENSE	0	11/21	11/12/2021	
Total 48219500011022021:						504.10	504.10					
Total INTERMOUNTAIN GAS CO:						504.10	504.10					
INTERSTATE ALL BATTERY CENTER												
434	INTERSTATE ALL BATTERY CENTER	190210201528	12666	20 EACH BATTERIES FOR EMERGENCY LIGHT AT CITY HALL, S. HOWELL, NOV.' 21-ADMIN	11/16/2021	143.64	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/21		
434	INTERSTATE ALL BATTERY CENTER	190210201528	12666	20 EACH BATTERIES FOR EMERGENCY LIGHT AT CITY HALL, S. HOWELL, NOV.' 21-WATER	11/16/2021	98.28	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
434	INTERSTATE ALL BATTERY CENTER	190210201528	12666	20 EACH BATTERIES FOR EMERGENCY LIGHT AT CITY HALL, S. HOWELL, NOV.' 21-SEWER	11/16/2021	98.28	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
434	INTERSTATE ALL BATTERY CENTER	190210201528	12666	20 EACH BATTERIES FOR EMERGENCY LIGHT AT CITY HALL, S. HOWELL, NOV.' 21-PI	11/16/2021	37.80	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total 1902102015288:						378.00	.00					
434	INTERSTATE ALL BATTERY CENTER	190210201530		RETURN /EXCHANGE BATTERIES FOR EMERGENCY LIGHT AT CITY HALL, INV# 1902102015288, S. HOWELL, NOV. '21-ADMIN	11/19/2021	-70.09	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/21		
434	INTERSTATE ALL BATTERY CENTER	190210201530		RETURN /EXCHANGE BATTERIES FOR EMERGENCY LIGHT AT CITY HALL, INV# 1902102015288, S. HOWELL, NOV. '21-WATER	11/19/2021	-47.96	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
434	INTERSTATE ALL BATTERY CENTER	190210201530		RETURN /EXCHANGE BATTERIES FOR EMERGENCY LIGHT AT CITY HALL, INV# 1902102015288, S. HOWELL,								

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				NOV. '21-SEWER	11/19/2021	-47.96	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
434	INTERSTATE ALL BATTERY CENTER	190210201530		RETURN /EXCHANGE BATTERIES FOR EMERGENCY LIGHT AT CITY HALL, INV# 1902102015288, S. HOWELL, NOV. '21-PI	11/19/2021	-18.44	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total 1902102015306:						-184.45	.00					
Total INTERSTATE ALL BATTERY CENTER:						193.55	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	11082021-1111		SANITATION RECEIPT TRANSFER 11/08-11/11/2021	11/12/2021	57,285.54	57,285.54	26-7000 SOLID WASTE SERVICE FEES	0	11/21	11/12/2021	
230	J & M SANITATION, INC.	11082021-1111		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 11/08-11/11/2021	11/12/2021	-5,659.81	-5,659.81	01-4170 FRANCHISE FEES	0	11/21	11/12/2021	
Total 11082021-11112021:						51,625.73	51,625.73					
230	J & M SANITATION, INC.	11122021-1118		SANITATION RECEIPT TRANSFER 11/12-11/18/2021	11/19/2021	109,805.75	109,805.75	26-7000 SOLID WASTE SERVICE FEES	0	11/21	11/19/2021	
230	J & M SANITATION, INC.	11122021-1118		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 11/12-11/18/2021	11/19/2021	-10,848.81	-10,848.81	01-4170 FRANCHISE FEES	0	11/21	11/19/2021	
Total 11122021-11182021:						98,956.94	98,956.94					
230	J & M SANITATION, INC.	11122021JMS		SLUDGE REMOVAL FOR OCT. '21	11/12/2021	4,916.37	4,916.37	21-6153 M & R - SLUDGE DISPOSAL	0	11/21	11/12/2021	
230	J & M SANITATION, INC.	11122021JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT & PICKUPS FOR OCT. '21-ADMIN	11/12/2021	1,341.31	1,341.31	01-6212 RENT-EQUIPMENT	0	11/21	11/12/2021	

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230	J & M SANITATION, INC.	11122021JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT & PICKUPS FOR OCT. '21-WATER	11/12/2021	917.74	917.74	20-6212 RENT - EQUIPMENT	0	11/21	11/12/2021	
230	J & M SANITATION, INC.	11122021JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT & PICKUPS FOR OCT. '21-SEWER	11/12/2021	917.74	917.74	21-6212 RENT-EQUIPMENT	0	11/21	11/12/2021	
230	J & M SANITATION, INC.	11122021JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT & PICKUPS FOR OCT. '21-PI	11/12/2021	352.97	352.97	25-6212 RENT - EQUIPMENT	0	11/21	11/12/2021	
Total 11122021JMS:						8,446.13	8,446.13					
230	J & M SANITATION, INC.	11192021-1125		SANITATION RECEIPT TRANSFER 11/19-11/25/2021	11/29/2021	15,655.16	15,655.16	26-7000 SOLID WASTE SERVICE FEES	0	11/21	11/29/2021	
230	J & M SANITATION, INC.	11192021-1125		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 11/19-11/25/2021	11/29/2021	-1,546.73	-1,546.73	01-4170 FRANCHISE FEES	0	11/21	11/29/2021	
Total 11192021-11252021:						14,108.43	14,108.43					
Total J & M SANITATION, INC.:						173,137.23	173,137.23					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3829884		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR OCT. '21-ADMIN	11/01/2021	44.51	44.51	01-6052 CONTRACT SERVICES	0	11/21	11/19/2021	
1328	JACK HENRY & ASSOCIATES, INC.	3829884		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR OCT. '21-WATER	11/01/2021	30.45	30.45	20-6052 CONTRACT SERVICES	0	11/21	11/19/2021	
1328	JACK HENRY & ASSOCIATES, INC.	3829884		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR OCT. '21-SEWER	11/01/2021	30.45	30.45	21-6052 C0NTRACT SERVICES	0	11/21	11/19/2021	
1328	JACK HENRY & ASSOCIATES, INC.	3829884		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR OCT. '21-PI	11/01/2021	11.71	11.71	25-6052 C0NTRACT SERVICES	0	11/21	11/19/2021	

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 3829884:						117.12	117.12					
Total JACK HENRY & ASSOCIATES, INC.:						117.12	117.12					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0147698		PROFESSIONAL SERVICES FOR PARKING LOT DESIGN, 10/01-10/30/2021	11/09/2021	1,600.00	.00	40-6020 CAPITAL IMPROVEMENTS	1173	11/21		
Total 0147698:						1,600.00	.00					
1236	J-U-B ENGINEERS, INC.	0147699		PROFESSIONAL SERVICES FOR KUNA 4TH STREET IMPROVEMENTS, 10/01-10/30/2021	11/09/2021	21,545.00	.00	40-6020 CAPITAL IMPROVEMENTS	1253	11/21		
Total 0147699:						21,545.00	.00					
1236	J-U-B ENGINEERS, INC.	0147702		PROFESSIONAL SERVICES FOR ZAMZOWS PROPERTY AND UPRR PROPERTY SURVEY, 10/01-10/31/2021	11/09/2021	1,720.00	.00	40-6020 CAPITAL IMPROVEMENTS	1207	11/21		
1236	J-U-B ENGINEERS, INC.	0147702		PROFESSIONAL SERVICES FOR ZAMZOWS PROPERTY AND UPRR PROPERTY SURVEY,	11/09/2021	1,720.00	.00	40-6020 CAPITAL IMPROVEMENTS	1268	11/21		
Total 0147702:						3,440.00	.00					
1236	J-U-B ENGINEERS, INC.	0148095		PROFESSIONAL SERVICES FOR EAST URD PLAN, 2/28/21-11/20/21	11/22/2021	1,000.00	.00	01-6160 MISCELLANE0US EXPENSES	0	11/21		
Total 0148095:						1,000.00	.00					
Total J-U-B ENGINEERS, INC.:						27,585.00	.00					
KUNA LUMBER												

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499	KUNA LUMBER	A125676	12626	NUTS, BOLTS, WASHER, KEY RINGS,ANCHOR, R. DAVILA, NOV'21-WATER	11/09/2021	4.26	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	A125676	12626	NUTS, BOLTS, WASHER, KEY RINGS,ANCHOR, R. DAVILA, NOV'21-SEWER	11/09/2021	4.26	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	A125676	12626	NUTS, BOLTS, WASHER, KEY RINGS,ANCHOR, R. DAVILA, NOV'21-PI	11/09/2021	1.63	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total A125676:						10.15	.00					
499	KUNA LUMBER	A125681	12628	3 SCREWS FOR DRAWERS IN OFFICE, C. MCDANIEL, NOV'21	11/09/2021	.62	.00	21-6165 OFFICE SUPPLIES	0	11/21		
Total A125681:						.62	.00					
499	KUNA LUMBER	A125754	12651	GORILLA GLUE FOR TREATMENT PLANT BATHROOM, J. ADAMS, NOV'21-WATER	11/12/2021	2.45	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	A125754	12651	GORILLA GLUE FOR TREATMENT PLANT BATHROOM, J. ADAMS, NOV'21-SEWER	11/12/2021	2.45	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	A125754	12651	GORILLA GLUE FOR TREATMENT PLANT BATHROOM, J. ADAMS, NOV'21-PI	11/12/2021	.94	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total A125754:						5.84	.00					
499	KUNA LUMBER	A125822	12667	RV ANTIFREEZE, WINTERIZE TANKS, J. DURHAM, NOV. '21	11/16/2021	26.96	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/21		
Total A125822:						26.96	.00					

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499	KUNA LUMBER	A125842	12671	1 EA ALUMINUM FLASHLIGHT, J. OSBORNE, NOV. '21	11/17/2021	14.39	.00	20-6175 SMALL TOOLS	0	11/21		
Total A125842:						14.39	.00					
499	KUNA LUMBER	A125845	12687	CEILING TILES, CITY HALL, J.ADAMS, NOV.'21-ADMIN	11/19/2021	41.34	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	A125845	12687	CEILING TILES, CITY HALL, J.ADAMS, NOV.'21-WATER	11/19/2021	28.29	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	A125845	12687	CEILING TILES, CITY HALL, J.ADAMS, NOV.'21-SEWER	11/19/2021	28.29	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	A125845	12687	CEILING TILES, CITY HALL, J.ADAMS, NOV.'21-PI	11/19/2021	10.88	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total A125845:						108.80	.00					
499	KUNA LUMBER	A125885	12683	LIGHT BULBS FOR EXIT SIGN AT SENIOR CENTER, S. HOWELL, NOV' 21	11/18/2021	10.42	.00	01-6140 MAINT. & REPAIR BUILDING	1001	11/21		
Total A125885:						10.42	.00					
499	KUNA LUMBER	A125965	12699	FUEL STABILIZER FOR TRUCKS, R.WARWICK, NOV.'21	11/22/2021	6.47	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	11/21		
Total A125965:						6.47	.00					
499	KUNA LUMBER	A125968	12701	PIPE INSULATION, LOCK LUBRICANT & ELECTRICAL TAPE FOR WINTERIZING RV DUMP STATION, R.WARWICK, NOV.'21	11/22/2021	12.01	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/21		
Total A125968:						12.01	.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	B156752	12524	KEYS FOR NEW HIRES, M. DAVILA, OCT. '21-WATER	10/20/2021	15.15	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B156752	12524	KEYS FOR NEW HIRES, M. DAVILA, OCT. '21-PI	10/20/2021	3.79	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total B156752:						18.94	.00					
499	KUNA LUMBER	B157190	12601	ROPE & CLIPS FOR FLAGPOLE AT BERNIE FISHER PARK, J. MORFIN, NOV. '21	11/04/2021	29.58	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/21		
Total B157190:						29.58	.00					
499	KUNA LUMBER	B157209	12609	4 ROLLS OF DUCT TAPE, TUBE OF SEALENT FOR 10 MILE LIFT STATION, R. DAVILA, NOV'21	11/05/2021	33.79	.00	21-6150 M & R - SYSTEM	0	11/21		
Total B157209:						33.79	.00					
499	KUNA LUMBER	B157295	12623	2 ROLLS OF DUCT TAPE FOR SHED CLEANUP, J MORFIN, NOV. '21	11/09/2021	8.98	.00	01-6140 MAINT. & REPAIR BUILDING	1004	11/21		
Total B157295:						8.98	.00					
499	KUNA LUMBER	B157296	12624	ADHESIVE FOR BATHROOM FLOORING, J. ADAMS, NOV'21-WATER	11/09/2021	6.04	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B157296	12624	ADHESIVE FOR BATHROOM FLOORING, J. ADAMS, NOV'21-SEWER	11/09/2021	6.04	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B157296	12624	ADHESIVE FOR BATHROOM FLOORING, J. ADAMS, NOV'21-PI	11/09/2021	2.31	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total B157296:						14.39	.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	B157298	12626	FENDER WASHER & SHORT HOLLOW WALL, R. DAVILA, NOV '21-WATER	11/09/2021	1.36	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B157298	12626	FENDER WASHER & SHORT HOLLOW WALL, R. DAVILA, NOV '21-SEWER	11/09/2021	1.36	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B157298	12626	FENDER WASHER & SHORT HOLLOW WALL, R. DAVILA, NOV '21-PI	11/09/2021	.52	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total B157298:						3.24	.00					
499	KUNA LUMBER	B157300	12629	SEALANT & WEATHER STRIP FOR WOMENS BATHROOM FLOOR, J. ADAMS, NOV'21-WATER	11/09/2021	7.36	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B157300	12629	SEALANT & WEATHER STRIP FOR WOMENS BATHROOM FLOOR, J. ADAMS, NOV'21-SEWER	11/09/2021	7.36	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B157300	12629	SEALANT & WEATHER STRIP FOR WOMENS BATHROOM FLOOR, J. ADAMS, NOV'21-PI	11/09/2021	2.81	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total B157300:						17.53	.00					
499	KUNA LUMBER	B157306	12635	2 WHEEL GRINDERS FOR METER VAN, J. OSBORNE, NOV. '21	11/09/2021	7.00	.00	20-6175 SMALL TOOLS	0	11/21		
Total B157306:						7.00	.00					
499	KUNA LUMBER	B157329	12645	VENT FOR HEATER FOR WATER TOWER BUILDING, J.ADAMS, NOV.'21	11/10/2021	16.64	.00	01-6140 MAINT. & REPAIR BUILDING	1004	11/21		
Total B157329:						16.64	.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	B157338	12647	CABLE TIES & DRYWALL SCREWS TO HANG AIR HOSE, R. DAVILA, NOV. '21	11/10/2021	5.88	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
Total B157338:						5.88	.00					
499	KUNA LUMBER	B157478	12657	BATTERIES FOR CRANE REMOTE, R. DAVILA, NOV'21	11/15/2021	6.97	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
Total B157478:						6.97	.00					
499	KUNA LUMBER	B157508	12661	TAPE FOR HANGING CHRISTMAS LIGHTS, R. WARWICK, NOV. 21	11/16/2021	11.49	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total B157508:						11.49	.00					
499	KUNA LUMBER	B157537	12669	ITEMS FOR WINTERIZING SPLASH PAD, M . MEADE, NOV. '21	11/17/2021	61.14	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/21		
Total B157537:						61.14	.00					
499	KUNA LUMBER	B157539	12670	RUBBER GLOVES, M. MEADE, NOV'21	11/17/2021	12.58	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/21		
Total B157539:						12.58	.00					
499	KUNA LUMBER	B157549	12674	ITEMS FOR CITY HALL IMPROVEMENTS IN CHAMBERS AND BASEMENT, J.ADAMS, NOV.'21-ADMIN	11/17/2021	17.55	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B157549	12674	ITEMS FOR THE CITY HALL IMPROVEMENTS IN CHAMBERS AND BASEMENT, J.ADAMS, NOV.'21-WATER	11/17/2021	12.01	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		

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	B157549	12674	ITEMS FOR CITY HALL IMPROVEMENTS IN CHAMBERS AND BASEMENT, J.ADAMS, NOV.'21-SEWER	11/17/2021	12.01	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	B157549	12674	ITEMS FOR THE CITY HALL IMPROVEMENTS IN CHAMBERS AND BASEMENT, J.ADAMS, NOV.'21-PI	11/17/2021	4.62	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total B157549:						46.19	.00					
499	KUNA LUMBER	B157635	12694	BUNGEE CORDS & CLEAR TAPE, J.REID, NOV.'21	11/19/2021	15.37	.00	01-6165 OFFICE SUPPLIES	1003	11/21		
Total B157635:						15.37	.00					
499	KUNA LUMBER	E9582	12709	COVERS FOR CITY HALL THERMOSTAT CHANGE, S.HOWELL, NOV. 21-ADMIN	11/23/2021	2.45	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	E9582	12709	COVERS FOR CITY HALL THERMOSTAT CHANGE, S.HOWELL, NOV. 21-WATER	11/23/2021	1.68	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	E9582	12709	COVERS FOR CITY HALL THERMOSTAT CHANGE, S.HOWELL, NOV. 21-SEWER	11/23/2021	1.68	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	E9582	12709	COVERS FOR CITY HALL THERMOSTAT CHANGE, S.HOWELL, NOV. 21-PI	11/23/2021	.64	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
499	KUNA LUMBER	E9582	12709	ECON VILLAGE KEYS AND SUPPLIES FOR ELECTRICAL REPAIR, S. HOWELL, NOV. '21	11/23/2021	107.85	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total E9582:						114.30	.00					
Total KUNA LUMBER:						619.67	.00					

LOCAHAN LLC

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1619	LOCAHAN LLC	AR1004966		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2021, CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2021, , MODEL #MPC4504EX, SERIAL #C73M540155 & C737M540938-ADMIN	11/03/2021	132.85	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1004966		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2021, CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2021, , MODEL #MPC4504EX, SERIAL #C73M540155 & C737M540938-WATER	11/03/2021	123.36	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1004966		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2021, CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2021, , MODEL #MPC4504EX, SERIAL #C73M540155 & C737M540938-SEWER	11/03/2021	123.36	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1004966		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2021, CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2021, , MODEL #MPC4504EX, SERIAL #C73M540155 & C737M540938-PI	11/03/2021	47.45	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1004966		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2021, CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2021, , MODEL #MPC4504EX, SERIAL #C73M540155 & C737M540938-P&Z	11/03/2021	47.44	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/21		
Total AR1004966:						474.46	.00					
1619	LOCAHAN LLC	AR1008745		CONTRACT OVERAGE CHARGE 11/01-11/30/2021 & CONTRACT LEASE CHARGE 10/01-10/31/2021, MODEL # MPC307SPF, SERIAL # C509P900318-ADMIN	11/15/2021	30.65	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/21		

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	AR1008745		CONTRACT OVERAGE CHARGE 11/01-11/30/2021 & CONTRACT LEASE CHARGE 10/01-10/31/2021, MODEL # MPC307SPF, SERIAL # C509P900318-WATER	11/15/2021	28.46	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1008745		CONTRACT OVERAGE CHARGE 11/01-11/30/2021 & CONTRACT LEASE CHARGE 10/01-10/31/2021, MODEL # MPC307SPF, SERIAL # C509P900318-SEWER	11/15/2021	28.46	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1008745		CONTRACT OVERAGE CHARGE 11/01-11/30/2021 & CONTRACT LEASE CHARGE 10/01-10/31/2021, MODEL # MPC307SPF, SERIAL # C509P900318-PI	11/15/2021	10.94	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1008745		CONTRACT OVERAGE CHARGE 11/01-11/30/2021 & CONTRACT LEASE CHARGE 10/01-10/31/2021, MODEL # MPC307SPF, SERIAL # C509P900318-P&Z	11/15/2021	10.94	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/21		
Total AR1008745:						109.45	.00					
1619	LOCAHAN LLC	AR1008746		CONTRACT BASE RATE CHARGE (10/01-10/31/2021) CONTRACT LEASE CHARGE, MODEL # MX2651, SERIAL # 03012172 -WATER	11/15/2021	75.18	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1008746		CONTRACT BASE RATE CHARGE (10/01-10/31/2021) CONTRACT LEASE CHARGE, MODEL # MX2651, SERIAL # 03012172-SEWER	11/15/2021	75.18	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
1619	LOCAHAN LLC	AR1008746		CONTRACT BASE RATE CHARGE (10/01-10/31/2021) CONTRACT LEASE CHARGE, MODEL # MX2651, SERIAL # 03012172-PI	11/15/2021	28.65	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		

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 AR1008746:						179.01	.00					
Total LOCAHAN LLC:						762.92	.00					
MASTER ROOTER SERVICES INC.												
834	MASTER ROOTER SERVICES INC.	105022652	12431	SNAKING THE DRAIN AT CITY HALL, S.HOWELL, OCT.'21-ADMIN	10/01/2021	61.56	61.56	01-6140 MAINT. & REPAIR BUILDING	0	11/21	11/12/2021	
834	MASTER ROOTER SERVICES INC.	105022652	12431	SNAKING THE DRAIN AT CITY HALL, S.HOWELL, OCT.'21-WATER	10/01/2021	42.12	42.12	20-6140 MAINT. & REPAIR BUILDING	0	11/21	11/12/2021	
834	MASTER ROOTER SERVICES INC.	105022652	12431	SNAKING THE DRAIN AT CITY HALL, S.HOWELL, OCT.'21-SEWER	10/01/2021	42.12	42.12	21-6140 MAINT & REPAIR BUILDING	0	11/21	11/12/2021	
834	MASTER ROOTER SERVICES INC.	105022652	12431	SNAKING THE DRAIN AT CITY HALL, S.HOWELL, OCT.'21-PI	10/01/2021	16.20	16.20	25-6140 MAINT & REPAIR BUILDING	0	11/21	11/12/2021	
Total 105022652:						162.00	162.00					
834	MASTER ROOTER SERVICES INC.	107589892	12634	RENT TOOLS FOR CLEANING OUT THE RV DUMP, J. MORFIN, NOV. '21	11/09/2021	206.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/21		
Total 107589892:						206.00	.00					
Total MASTER ROOTER SERVICES INC.:						368.00	162.00					
METROQUIP, INC.												
196	METROQUIP, INC.	P12821	12665	SEWER TRUCK CRANE REMOTE, T. FLEMING, NOV'21 - SEWER	11/19/2021	843.00	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
Total P12821:						843.00	.00					
Total METROQUIP, INC.:						843.00	.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
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	11192021M3C		LATE COMERS FUND REIMBURSEMENT, FALCON CREST SEWER LINE, R56-2021	11/19/2021	729,018.10	729,018.10	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	11/21	11/19/2021	
Total 11192021M3C:						729,018.10	729,018.10					
Total MISCELLANEOUS #2:						729,018.10	729,018.10					
MUNICIPAL CODE CORPORATION												
1488	MUNICIPAL CODE CORPORATION	00366886		MUNICODE SUPPLEMENT PAGES, N. STANLEY, NOV. '21	11/29/2021	1,108.45	.00	01-6202 PR0FESSI0NAL SERVICES	0	11/21		
Total 00366886:						1,108.45	.00					
Total MUNICIPAL CODE CORPORATION:						1,108.45	.00					
NEW YORK IRRIGATION DISTRICT												
83	NEW YORK IRRIGATION DISTRICT	11012021NYID		FALL ASSESSMENT, 2022 IRRIGATION, MUNICIPAL POOLED LAND, SUTTERS MILL, GREYHAWK, HAWKS NEST, TOMORROW, SUNBIRD, AND KELLEHER	11/01/2021	3,013.39	.00	25-6116 IRRIGATION / WATER COSTS	0	11/21		
Total 11012021NYID:						3,013.39	.00					
Total NEW YORK IRRIGATION DISTRICT:						3,013.39	.00					
PARADISE NW INC												
401	PARADISE NW INC	110821		AERATION TUBE REPLACEMENT, FOR POND #7, NOV'21 - SEWER	11/08/2021	7,150.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1267	11/21		
Total 110821:						7,150.00	.00					
Total PARADISE NW INC:						7,150.00	.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
PARTS, INC.												
470	PARTS, INC.	247375	12621	IGNITION REPAIR PART, FOR FLEET TRUCK #13, S. HOWELL, NOV'21 - ADMIN	11/08/2021	7.29	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247375	12621	IGNITION REPAIR PART, FOR FLEET TRUCK #13, S. HOWELL, NOV'21 -WATER	11/08/2021	2.91	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247375	12621	IGNITION REPAIR PART, FOR FLEET TRUCK #13, S. HOWELL, NOV'21 - SEWER	11/08/2021	2.91	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247375	12621	IGNITION REPAIR PART, FOR FLEET TRUCK #13, S. HOWELL, NOV'21 - PI	11/08/2021	1.46	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/21		
Total 247375:						14.57	.00					
470	PARTS, INC.	247379	12622	SHOP TOWELS, FOR THE FLEET, S. HOWELL, NOV'21 - ADMIN	11/08/2021	25.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/21		
470	PARTS, INC.	247379	12622	SHOP TOWELS, FOR THE FLEET, S. HOWELL, NOV'21 - WATER	11/08/2021	10.00	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/21		
470	PARTS, INC.	247379	12622	SHOP TOWELS, FOR THE FLEET, S. HOWELL, NOV'21 - SEWER	11/08/2021	10.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
470	PARTS, INC.	247379	12622	SHOP TOWELS, FOR THE FLEET, S. HOWELL, NOV'21 - PI	11/08/2021	4.99	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/21		
Total 247379:						49.99	.00					
470	PARTS, INC.	247435	12632	WIPER BLADES, FOR TOOL CAT, J. DURHAM, NOV'21 - PARKS	11/09/2021	19.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/21		
Total 247435:						19.98	.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
470	PARTS, INC.	247495	12640	BATTERY & CORE DEPOSIT, FOR FLEET TRUCK #13, NOV'21 - ADMIN	11/10/2021	71.27	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247495	12640	BATTERY & CORE DEPOSIT, FOR FLEET TRUCK #13, NOV'21 - WATER	11/10/2021	28.51	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247495	12640	BATTERY & CORE DEPOSIT, FOR FLEET TRUCK #13, NOV'21 - SEWER	11/10/2021	28.51	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247495	12640	BATTERY & CORE DEPOSIT, FOR FLEET TRUCK #13, NOV'21 - PI	11/10/2021	14.25	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/21		
Total 247495:						142.54	.00					
470	PARTS, INC.	247504		CREDIT, CORE DEPOSIT INV #247495, FOR FLEET TRUCK #13 - ADMIN	11/10/2021	-9.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247504		CREDIT, CORE DEPOSIT INV #247495, FOR FLEET TRUCK #13 - WATER	11/10/2021	-3.60	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247504		CREDIT, CORE DEPOSIT INV #247495, FOR FLEET TRUCK #13 - SEWER	11/10/2021	-3.60	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/21		
470	PARTS, INC.	247504		CREDIT, CORE DEPOSIT INV #247495, FOR FLEET TRUCK #13 - PI	11/10/2021	-1.80	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/21		
Total 247504:						-18.00	.00					
470	PARTS, INC.	247894	12676	BATTERY JUMPER PACK, J. MORFIN, NOV'21 - PARKS	11/17/2021	104.37	.00	01-6175 SMALL TOOLS	1004	11/21		
Total 247894:						104.37	.00					
470	PARTS, INC.	247899	12678	TAIL LIGHT, FOR TRUCK #33, B. WITHROW, NOV'21 - BUILDING INSPECTION	11/17/2021	1.99	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	11/21		

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 247899:						1.99	.00					
Total PARTS, INC.:						315.44	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1158023		ALARM MONITORING FOR WELLS (SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 12/01/21 - 12/31/21 - WATER	12/01/2021	221.41	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
1021	PEAK ALARM COMPANY, INC	1158023		ALARM MONITORING FOR WELLS (SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 12/01/21 - 12/31/21 - PI	12/01/2021	55.35	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total 1158023:						276.76	.00					
1021	PEAK ALARM COMPANY, INC	1158027		FIRE ALARM MONITORING AT TREATMENT PLANT, 12/01/21 - 02/28/22 - WATER	12/01/2021	40.04	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
1021	PEAK ALARM COMPANY, INC	1158027		FIRE ALARM MONITORING AT TREATMENT PLANT, 12/01/21 - 02/28/22 - SEWER	12/01/2021	40.04	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
1021	PEAK ALARM COMPANY, INC	1158027		FIRE ALARM MONITORING AT TREATMENT PLANT, 12/01/21 - 02/28/22 - PI	12/01/2021	15.26	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total 1158027:						95.34	.00					
Total PEAK ALARM COMPANY, INC:						372.10	.00					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	IN107278	12631	6 EA JET NOZZLES, FOR PI, M. DAVILA, NOV'21 - PI	11/10/2021	45.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/21		

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 IN107278:						45.00	.00					
Total PRECISION PUMPING SYSTEMS:						45.00	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	0Z11951	12659	LED LIGHTS, FOR CITY HALL SIGN BY STREET, S. HOWELL, NOV'21 - ADMIN	11/17/2021	80.11	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	11/21		
1613	REXEL USA, INC.	0Z11951	12659	LED LIGHTS, FOR CITY HALL SIGN BY STREET, S. HOWELL, NOV'21 - WATER	11/17/2021	54.82	.00	20-6150 M & R - SYSTEM	0	11/21		
1613	REXEL USA, INC.	0Z11951	12659	LED LIGHTS, FOR CITY HALL SIGN BY STREET, S. HOWELL, NOV'21 - SEWER	11/17/2021	54.82	.00	21-6150 M & R - SYSTEM	0	11/21		
1613	REXEL USA, INC.	0Z11951	12659	LED LIGHTS, FOR CITY HALL SIGN BY STREET, S. HOWELL, NOV'21 - PI	11/17/2021	21.08	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/21		
Total 0Z11951:						210.83	.00					
1613	REXEL USA, INC.	2E43311	12548	PHOTOSENSOR LIGHTS, FOR TREATMENT PLANT, S. HOWELL, NOV '21 - WATER	11/04/2021	15.22	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/21		
1613	REXEL USA, INC.	2E43311	12548	PHOTOSENSOR LIGHTS, FOR TREATMENT PLANT, S. HOWELL, NOV '21 - SEWER	11/04/2021	15.22	.00	21-6140 MAINT & REPAIR BUILDING	0	11/21		
1613	REXEL USA, INC.	2E43311	12548	PHOTOSENSOR LIGHTS, FOR TREATMENT PLANT, S. HOWELL, NOV '21 - PI	11/04/2021	5.79	.00	25-6140 MAINT & REPAIR BUILDING	0	11/21		
Total 2E43311:						36.23	.00					
1613	REXEL USA, INC.	2F26139	12596	STREET LIGHT BOXES, S. HOWELL, NOV'21 - STREET LIGHTS	11/05/2021	115.32	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	11/21		

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 2F26139:						115.32	.00					
1613	REXEL USA, INC.	2F52252	12548	PHOTOSENSOR LIGHTS, FOR TREATMENT PLANT, S. HOWELL, NOV '21 - WATER	11/17/2021	75.08	.00	20-6150 M & R - SYSTEM	0	11/21		
1613	REXEL USA, INC.	2F52252	12548	PHOTOSENSOR LIGHTS, FOR TREATMENT PLANT, S. HOWELL, NOV '21 - SEWER	11/17/2021	75.08	.00	21-6150 M & R - SYSTEM	0	11/21		
1613	REXEL USA, INC.	2F52252	12548	PHOTOSENSOR LIGHTS, FOR TREATMENT PLANT, S. HOWELL, NOV '21 - PI	11/17/2021	28.61	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/21		
Total 2F52252:						178.77	.00					
Total REXEL USA, INC.:						541.15	.00					
SENSUS USA INC												
2099	SENSUS USA INC	DP21000131		TELEPHONE SUPPORT, FOR J. OSBORN, SEPT. '21 - WATER	11/22/2021	250.00	.00	20-6150 M & R - SYSTEM	0	11/21		
Total DP21000131:						250.00	.00					
Total SENSUS USA INC:						250.00	.00					
SPECIALTY CONSTRUCTION SUPPLY												
780	SPECIALTY CONSTRUCTION SUPPLY	0213433-IN		6 EA CITY OF KUNA STENCILS, T. SHAFFER, NOV'21 - SEWER	11/05/2021	219.50	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	11/21		
Total 0213433-IN:						219.50	.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						219.50	.00					
SPF WATER ENGINEERING, L.L.C.												
1498	SPF WATER ENGINEERING, L.L.C.	30648		WELL 12 CONSTRUCTION, OCT'21 - WATER	10/31/2021	679.50	679.50	20-6020 CAPITAL IMPR0VEMENTS	1225	11/21	11/12/2021	

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 30648:						679.50	679.50					
Total SPF WATER ENGINEERING, L.L.C.:						679.50	679.50					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	214440961	12595	5000 EA CITY OF KUNA WINDOW ENVELOPES, C. MERRITT, NOV'21 - ADMIN	11/08/2021	62.70	.00	01-6165 OFFICE SUPPLIES	0	11/21		
1435	TAYLOR CORPORATION	214440961	12595	5000 EA CITY OF KUNA WINDOW ENVELOPES, C. MERRITT, NOV'21 - WATER	11/08/2021	42.90	.00	20-6165 0FFICE SUPPLIES	0	11/21		
1435	TAYLOR CORPORATION	214440961	12595	5000 EA CITY OF KUNA WINDOW ENVELOPES, C. MERRITT, NOV'21 - SEWER	11/08/2021	42.90	.00	21-6165 OFFICE SUPPLIES	0	11/21		
1435	TAYLOR CORPORATION	214440961	12595	5000 EA CITY OF KUNA WINDOW ENVELOPES, C. MERRITT, NOV'21 - PI	11/08/2021	16.50	.00	25-6165 OFFICE SUPPLIES	0	11/21		
Total 214440961:						165.00	.00					
Total TAYLOR CORPORATION:						165.00	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4268		CITY HALL CAMERAS WITH AUDIO, NOV'21 - ADMIN	11/04/2021	790.77	790.77	01-6140 MAINT. & REPAIR BUILDING	0	11/21	11/12/2021	
1823	TECHNOLOGY SOLUTIONS LLC	4268		CITY HALL CAMERAS WITH AUDIO, NOV'21 - WATER	11/04/2021	541.05	541.05	20-6140 MAINT. & REPAIR BUILDING	0	11/21	11/12/2021	
1823	TECHNOLOGY SOLUTIONS LLC	4268		CITY HALL CAMERAS WITH AUDIO, NOV'21 - SEWER	11/04/2021	541.05	541.05	21-6140 MAINT & REPAIR BUILDING	0	11/21	11/12/2021	
1823	TECHNOLOGY SOLUTIONS LLC	4268		CITY HALL CAMERAS WITH AUDIO, NOV'21 - PI	11/04/2021	208.10	208.10	25-6140 MAINT & REPAIR BUILDING	0	11/21	11/12/2021	
Total 4268:						2,080.97	2,080.97					
1823	TECHNOLOGY SOLUTIONS LLC	4273		CITY HALL OFFICE ANNUAL CLOUD SUBSCRIPTION FOR ACCESS CONTROL, 11/01/21 -								

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
				10/31/22 - ADMIN	11/01/2021	230.30	230.30	01-6140 MAINT. & REPAIR BUILDING	0	11/21	11/12/2021	
1823	TECHNOLOGY SOLUTIONS LLC	4273		CITY HALL OFFICE ANNUAL CLOUD SUBSCRIPTION FOR ACCESS CONTROL, 11/01/21 - 10/31/22 - P&Z	11/01/2021	82.25	82.25	01-6140 MAINT. & REPAIR BUILDING	1003	11/21	11/12/2021	
1823	TECHNOLOGY SOLUTIONS LLC	4273		CITY HALL OFFICE ANNUAL CLOUD SUBSCRIPTION FOR ACCESS CONTROL, 11/01/21 - 10/31/22 - WATER	11/01/2021	213.85	213.85	20-6140 MAINT. & REPAIR BUILDING	0	11/21	11/12/2021	
1823	TECHNOLOGY SOLUTIONS LLC	4273		CITY HALL OFFICE ANNUAL CLOUD SUBSCRIPTION FOR ACCESS CONTROL, 11/01/21 - 10/31/22 - SEWER	11/01/2021	213.85	213.85	21-6140 MAINT & REPAIR BUILDING	0	11/21	11/12/2021	
1823	TECHNOLOGY SOLUTIONS LLC	4273		CITY HALL OFFICE ANNUAL CLOUD SUBSCRIPTION FOR ACCESS CONTROL, 11/01/21 - 10/31/22 - PI	11/01/2021	82.25	82.25	25-6140 MAINT & REPAIR BUILDING	0	11/21	11/12/2021	
Total 4273:						822.50	822.50					
Total TECHNOLOGY SOLUTIONS LLC:						2,903.47	2,903.47					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:07907338	12613	3 EA 5-GALLON WATER BOTTLES, NOV'21 - PARKS	11/05/2021	17.10	.00	01-6165 OFFICE SUPPLIES	1004	11/21		
Total 2160:07907338:						17.10	.00					
992	TREASURE VALLEY COFFEE	2160:07907368	12689	2 EA CANISTERS OF CREAM, 3 EA CANISTERS OF SUGAR, 3 EA SLEEVES OF CUPS, 2 EA WATER COOLER RENTAL, 2 CASES OF COFFEE, FOR TREATMENT PLANT, NOV'21 - WATER	11/19/2021	65.08	.00	20-6165 0FFICE SUPPLIES	0	11/21		
992	TREASURE VALLEY COFFEE	2160:07907368	12689	2 EA CANISTERS OF CREAM, 3 EA CANISTERS OF SUGAR, 3 EA SLEEVES OF CUPS, 2 EA WATER COOLER RENTAL, 2 CASES OF COFFEE, FOR								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				TREATMENT PLANT, NOV'21 - SEWER	11/19/2021	65.08	.00	21-6165 OFFICE SUPPLIES	0	11/21		
992	TREASURE VALLEY COFFEE	2160:07907368	12689	2 EA CANISTERS OF CREAM, 3 EA CANISTERS OF SUGAR, 3 EA SLEEVES OF CUPS, 2 EA WATER COOLER RENTAL, 2 CASES OF COFFEE, FOR TREATMENT PLANT, NOV'21 - PI	11/19/2021	24.79	.00	25-6165 OFFICE SUPPLIES	0	11/21		
Total 2160:07907368:						154.95	.00					
992	TREASURE VALLEY COFFEE	2160:07958041	12692	5 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, FOR CITY HALL, NOV'21 - ADMIN	11/19/2021	15.77	.00	01-6165 OFFICE SUPPLIES	0	11/21		
992	TREASURE VALLEY COFFEE	2160:07958041	12692	5 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, FOR CITY HALL, NOV'21 - WATER	11/19/2021	10.79	.00	20-6165 0FFICE SUPPLIES	0	11/21		
992	TREASURE VALLEY COFFEE	2160:07958041	12692	5 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, FOR CITY HALL, NOV'21 - SEWER	11/19/2021	10.79	.00	21-6165 OFFICE SUPPLIES	0	11/21		
992	TREASURE VALLEY COFFEE	2160:07958041	12692	5 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, FOR CITY HALL, NOV'21 - PI	11/19/2021	4.15	.00	25-6165 OFFICE SUPPLIES	0	11/21		
Total 2160:07958041:						41.50	.00					
992	TREASURE VALLEY COFFEE	2160:07958045	12692	2 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, NOV'21 - PARKS	11/19/2021	24.40	.00	01-6165 OFFICE SUPPLIES	1004	11/21		
Total 2160:07958045:						24.40	.00					
992	TREASURE VALLEY COFFEE	2160:07958076	12692	1 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, NOV'21 - PARKS	11/19/2021	16.70	.00	01-6165 OFFICE SUPPLIES	1004	11/21		

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 2160:07958076:						16.70	.00					
992	TREASURE VALLEY COFFEE	2160:07966018	12613	2 CASES OF COFFEE, NOV'21 - PARKS	11/11/2021	116.60	.00	01-6165 OFFICE SUPPLIES	1004	11/21		
Total 2160:07966018:						116.60	.00					
992	TREASURE VALLEY COFFEE	2160:07976580		4 EA BODY FLUID KIT, 1 EA PAIN ZAPPER TABS, 4 EA LOZENGES TABS, 1 EA COLD RELIEF TABS, 2 EA HYDROCORT CREAM, 1 EA TOWELETTE, 1 EA GUAZE ROLL, NOV'21 - PARKS	11/23/2021	140.70	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	11/21		
Total 2160:07976580:						140.70	.00					
Total TREASURE VALLEY COFFEE:						511.95	.00					
TREASURE VALLEY DRILLING, INC.												
1325	TREASURE VALLEY DRILLING, INC.	6348W-A		KUNA WELL #12, FINAL BILL, C. OSWALD, DEC'21 - WATER	11/22/2021	197,932.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1225	11/21		
Total 6348W-A:						197,932.00	.00					
Total TREASURE VALLEY DRILLING, INC.:						197,932.00	.00					
TREASURE VALLEY PARTNERSHIP												
800	TREASURE VALLEY PARTNERSHIP	2117		TREASURE VALLEY PARTNERSHIP ANNUAL DUES, FY 2021-22	11/10/2021	1,905.00	.00	01-6075 DUES & MEMBERSHIPS	0	11/21		
Total 2117:						1,905.00	.00					
Total TREASURE VALLEY PARTNERSHIP:						1,905.00	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	008512789000	12450	SUNCOAST LEARNING, ONLINE CLASS, T.SHAFFER, OCT.'21	10/05/2021	150.00	.00	21-6265 TRAINING & SCH00LING				

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
								EXPENSE	0	11/21		
Total 00851278900015752364:						150.00	.00					
1444	U.S. BANK (VISA)	008512859000	12489	SUNCOAST LEARNING, IRWA CLASS,D. CROSSLEY, OCT'21 - WATER	10/12/2021	63.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	008512859000	12489	SUNCOAST LEARNING, IRWA CLASS,D. CROSSLEY, OCT'21 - SEWER	10/12/2021	63.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	008512859000	12489	SUNCOAST LEARNING, IRWA CLASS,D. CROSSLEY, OCT'21 - P.I	10/12/2021	24.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
Total 00851285900016387690:						150.00	.00					
1444	U.S. BANK (VISA)	019712892062	12504	IDAHO PIZZA, INFRASTRUCTURE STAFF LUNCH MEETING , N. STANLEY, OCT'21	10/16/2021	86.67	.00	21-6155 MEETINGS/COMMITTEES	0	11/21		
Total 01971289206288100025:						86.67	.00					
1444	U.S. BANK (VISA)	272100876650	12399	LOWES, SIDING LUMBER FOR WATER TOWER BUILDING, J. ADAMS, SEPT'21 - PARKS	09/29/2021	879.92	.00	40-6020 CAPITAL IMPROVEMENTS	1237	11/21		
Total 272100876650427:						879.92	.00					
1444	U.S. BANK (VISA)	310612720833	12371	AMAZON, PICTURE FRAMES FOR CONFERENCE ROOM, A. WELKER	09/29/2021	59.11	.00	01-6155 MEETINGS/COMMITTEES	1031	11/21		
Total 31061272083314897230:						59.11	.00					
1444	U.S. BANK (VISA)	330912744005	12420	DOPL, REEXAM FOR TYLER HAMILTON, D. CROSSLEY, SEPT. '21	09/30/2021	70.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	11/21		

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 33091274400548011323:						70.00	.00					
1444	U.S. BANK (VISA)	330912824005	12476	IDAHO.GOV, IBOL, LICENSING EXAMS, J.DALRYMPLE & R.SCHMIDT, OCT.'21	10/08/2021	180.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	330912824005	12476	IDAHO.GOV, IBOL, LICENSING EXAM, J.OSBORN, OCT.'21 - WATER	10/08/2021	72.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	330912824005	12476	IDAHO.GOV, IBOL, LICENSING EXAM, J.OSBORN, OCT.'21 - P.I	10/08/2021	18.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
Total 33091282400546009188:						270.00	.00					
1444	U.S. BANK (VISA)	330912884005	12498	IDAHO.GOV, IBOL, LICENSE RENEWAL, J.OSBORN, OCT.'21 - WATER	10/14/2021	24.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	330912884005	12498	IDAHO.GOV, IBOL, LICENSE RENEWAL, J.OSBORN, OCT.'21 - P.I	10/14/2021	6.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
Total 33091288400542013048:						30.00	.00					
1444	U.S. BANK (VISA)	330912964007	12539	IDAHO.GOV, IBOL, OIT EXAM, J LISH, OCT.'21 - WATER	10/22/2021	80.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	330912964007	12539	IDAHO.GOV, IBOL, OIT EXAM, J LISH, OCT.'21 - P.I	10/22/2021	20.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
Total 33091296400748000039:						100.00	.00					
1444	U.S. BANK (VISA)	374612723006	12400	ENGRAVING CONNECTION, PLAQUES FOR VFW, S. JONES, SEPT. '21	09/29/2021	49.72	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		

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 37461272300641638247:						49.72	.00					
1444	U.S. BANK (VISA)	430012799810		SHERWIN WILLIAMS, SUPPLIES FOR SEWER OFFICE REMODEL, OCT.'21	10/06/2021	15.59	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
Total 43001279981000025562:						15.59	.00					
1444	U.S. BANK (VISA)	430012799810		SHERWIN WILLIAMS, SUPPLIES FOR SEWER OFFICE REMODEL, OCT.'21	10/06/2021	436.48	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
Total 43001279981000115553:						436.48	.00					
1444	U.S. BANK (VISA)	430012799810		SHERWIN WILLIAMS, SUPPLIES FOR SEWER OFFICE REMODEL, OCT.'21	10/06/2021	61.89	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
Total 43001279981000229867:						61.89	.00					
1444	U.S. BANK (VISA)	430012819810		SHERWIN WILLIAMS, SUPPLIES FOR SEWER OFFICE REMODEL, OCT.'21	10/08/2021	26.39	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
Total 43001281981000268465:						26.39	.00					
1444	U.S. BANK (VISA)	430012879810		SHERWIN WILLIAMS, SUPPLIES FOR SEWER OFFICE REMODEL, OCT.'21	10/14/2021	11.13	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
Total 43001287981000024755:						11.13	.00					
1444	U.S. BANK (VISA)	513812730180	12405	ENRIQUES MEXICAN RESTAURANT, CARDONA RETIREMENT PARY, DEPOSIT, C. ENGELS, SEPT. '21	09/29/2021	300.00	.00	01-6155 MEETINGS/COMMITTEES	0	11/21		

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 51381273018016442966:						300.00	.00					
1444	U.S. BANK (VISA)	899312816001	12458	ONETHOUSANDBULBS.COM, LED STREET LIGHT REPLACEMENTS, S. HOWELL, OCT'21	10/07/2021	276.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	11/21		
Total 89931281600136398719:						276.00	.00					
1444	U.S. BANK (VISA)	921512777175	12435	LIGHT BULB SURPLUS, 9 ACORN LAMP COVERS FOR GREENBELT, J. LORENTZ, OCT. '21	10/04/2021	999.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/21		
Total 92151277717530413351:						999.98	.00					
1444	U.S. BANK (VISA)	921512847172	12485	NSC GROUP, SAFETY TRAINING MATERIALS, D. CROSSLEY, OCT. '21-WATER	10/11/2021	231.45	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	921512847172	12485	NSC GROUP, SAFETY TRAINING MATERIALS, D. CROSSLEY, OCT. '21-SEWER	10/11/2021	231.45	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	921512847172	12485	NSC GROUP, SAFETY TRAINING MATERIALS, D. CROSSLEY, OCT. '21-PI	10/11/2021	88.15	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
Total 92151284717255321426:						551.05	.00					
1444	U.S. BANK (VISA)	921612701004	12389	LOWES, LIGHTS FOR PARKS SHOP,LED LIGHT CONVERSION, SEPT,21 S. HOWELL	09/27/2021	359.92	.00	01-6140 MAINT. & REPAIR BUILDING	1004	11/21		
Total 92161270100445456977:						359.92	.00					
1444	U.S. BANK (VISA)	921612721001	12401	AMAZON.COM, HALLOWEEN CANDY, S.JONES, OCT.21	09/29/2021	79.60	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		

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 92161272100121278974:						79.60	.00					
1444	U.S. BANK (VISA)	921612721008	12399	LOWES, SIDING LUMBER FOR WATER TOWER BUILDING, J. ADAMS, SEPT'21 - PARKS	09/29/2021	293.30	.00	40-6020 CAPITAL IMPROVEMENTS	1237	11/21		
Total 92161272100876650492:						293.30	.00					
1444	U.S. BANK (VISA)	921612731004	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, SEPT.'21	09/30/2021	683.39	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161273100465036243:						683.39	.00					
1444	U.S. BANK (VISA)	921612731004	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, SEPT.'21	09/30/2021	31.68	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161273100484908562:						31.68	.00					
1444	U.S. BANK (VISA)	921612731005	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, SEPT.'21	09/30/2021	218.95	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161273100540554632:						218.95	.00					
1444	U.S. BANK (VISA)	921612731005	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, SEPT.'21	09/30/2021	35.98	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161273100572019413:						35.98	.00					
1444	U.S. BANK (VISA)	921612731005	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, SEPT.'21	09/30/2021	27.98	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161273100584677778:						27.98	.00					
1444	U.S. BANK (VISA)	921612731006	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, SEPT.'21	09/30/2021	135.89	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		

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 92161273100650447767:						135.89	.00					
1444	U.S. BANK (VISA)	921612731008	12421	CREATIVE WRAPS, KUNA ARTS COMMISSION BANNERS, J. EDINGER, SEPT.'21	09/30/2021	850.00	.00	01-6070 D0NATI0NS EXPENSE	0	11/21		
Total 92161273100821264919:						850.00	.00					
1444	U.S. BANK (VISA)	921612741001	12417	AMAZON.COM, OFFICE SUPPLIES FOR P&Z, J. RIED, OCT.'21	10/01/2021	41.45	.00	01-6165 OFFICE SUPPLIES	1003	11/21		
Total 92161274100152387395:						41.45	.00					
1444	U.S. BANK (VISA)	921612741007	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, SEPT.'21	10/01/2021	159.99	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161274100776110090:						159.99	.00					
1444	U.S. BANK (VISA)	921612741009	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, SEPT.'21	10/01/2021	61.72	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161274100927766493:						61.72	.00					
1444	U.S. BANK (VISA)	921612771004	12395	AMAZON.COM, HALLOWEEN MASKS FOR VILLAGE, SEPT.'21	10/04/2021	29.96	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161277100474041933:						29.96	.00					
1444	U.S. BANK (VISA)	921612791003	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, OCT.'21	10/06/2021	276.36	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161279100346045813:						276.36	.00					
1444	U.S. BANK (VISA)	921612791005		LOWES, ITEMS FOR THE SEWER OFFICE REMODEL, C.OSWALD, NOV.'21	10/06/2021	20.96	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		

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 92161279100503312147:						20.96	.00					
1444	U.S. BANK (VISA)	921612801002	12401	AMAZON.COM, HALLOWEEN CANDY, S.JONES, OCT.'21	10/07/2021	267.66	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161280100268671643:						267.66	.00					
1444	U.S. BANK (VISA)	921612801003	12474	LOWES, 5 SPACE HEATERS FOR THE MARKET VILLAGE, J. MORFIN, OCT. '21	10/07/2021	549.95	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161280100387909247:						549.95	.00					
1444	U.S. BANK (VISA)	921612831002	12434	AMAZON, DRY ERASE WHITE BOARD, 60X48, J.LORENTZ, OCT. '21	10/10/2021	199.50	.00	01-6165 OFFICE SUPPLIES	1004	11/21		
Total 92161283100235238507:						199.50	.00					
1444	U.S. BANK (VISA)	921612841001	12481	AMAZON, OFFICE CHAIR FOR M. NADEAU, OCT. '21	10/11/2021	206.05	.00	21-6165 OFFICE SUPPLIES	0	11/21		
Total 92161284100139800062:						206.05	.00					
1444	U.S. BANK (VISA)	921612871000	12487	AWWA, TRAINING BOOKS, D CROSSLEY, OCT.'21 - WATER	10/14/2021	162.80	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
1444	U.S. BANK (VISA)	921612871000	12487	AWWA, TRAINING BOOKS, D CROSSLEY, OCT.'21 - P.I	10/14/2021	40.70	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	11/21		
Total 92161287100041744041:						203.50	.00					
1444	U.S. BANK (VISA)	921612881002	12503	VICTORY GREENS EMISSIONS,SMOG TEST TRUCK #8, S. HOWELL, OCT'21 - PARKS	10/15/2021	20.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	11/21		

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 92161288100287807014:						20.00	.00					
1444	U.S. BANK (VISA)	921612881004	12408	AMAZON.COM, CHRISTMAS IN THE VILLAGE, DECOR, OCT.'21	10/15/2021	95.93	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/21		
Total 92161288100419645183:						95.93	.00					
1444	U.S. BANK (VISA)	921612881008	12497	AMAZON, 2 USB FLASH DRIVES, J. LORENTZ, OCT. '21	10/15/2021	57.98	.00	01-6165 OFFICE SUPPLIES	1004	11/21		
Total 92161288100837198674:						57.98	.00					
1444	U.S. BANK (VISA)	921612911006	12508	AMAZON.COM, WELDING HELMET, FOR FLEET, J.LORENTZ, OCT.'21 - WATER	10/18/2021	59.20	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/21		
1444	U.S. BANK (VISA)	921612911006		AMAZON.COM, WELDING HELMET, FOR FLEET, J.LORENTZ, OCT.'21	10/18/2021	148.00	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	11/21		
1444	U.S. BANK (VISA)	921612911006		AMAZON.COM, WELDING HELMET, FOR FLEET, J.LORENTZ, OCT.'21 - SEWER	10/18/2021	59.20	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	11/21		
1444	U.S. BANK (VISA)	921612911006		AMAZON.COM, WELDING HELMET, FOR FLEET, J.LORENTZ, OCT.'21 - P.I	10/18/2021	29.59	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/21		
Total 92161291100620490291:						295.99	.00					
1444	U.S. BANK (VISA)	921612911006	12509	LOWES, BASE FLOOR, CAULK, CAULK GUN AND TOOL, M. NADEAU, OCT'21	10/18/2021	104.02	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
Total 92161291100666881569:						104.02	.00					
1444	U.S. BANK (VISA)	921612921004	12515	LOWES, CABINET AND TOP FOR SEWER OFFICE, M. NADEAU, OCT. 21	10/19/2021	1,167.52	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		

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 92161292100431440393:						1,167.52	.00					
1444	U.S. BANK (VISA)	921612921005	12516	LOWES, CABINET, SEWEROFFICE, M. NADEAU, OCT'21 - SEWER	10/19/2021	154.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	11/21		
Total 92161292100517688881:						154.00	.00					
1444	U.S. BANK (VISA)	921612951002		AMAZON.COM, PEN HOLDER, SCREEN PROTECTOR, J.OSBORN, OCT.21 - WATER	10/22/2021	44.55	.00	20-6165 0FFICE SUPPLIES	0	11/21		
1444	U.S. BANK (VISA)	921612951002		AMAZON.COM, PEN HOLDER, SCREEN PROTECTOR, J.OSBORN, OCT.21 - P.I	10/22/2021	11.14	.00	25-6165 OFFICE SUPPLIES	0	11/21		
Total 92161295100283754427:						55.69	.00					
1444	U.S. BANK (VISA)	921612971007	12514	AMAZON, 2 WIRELESS KEYBOARD AND MOUSE COMBOS, J. LORENTZ, OCT. '21	10/24/2021	49.98	.00	01-6165 OFFICE SUPPLIES	1004	11/21		
Total 92161297100759392759:						49.98	.00					
Total U.S. BANK (VISA):						11,258.83	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	458264512		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROP DAMAGE SURCHARGE, FOR CITY HALL, NOV'21 - ADMIN	11/17/2021	115.60	.00	01-6212 RENT-EQUIPMENT	0	11/21		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	458264512		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROP DAMAGE SURCHARGE, FOR CITY HALL,								

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
				NOV'21 - P&Z	11/17/2021	41.29	.00	01-6212 RENT-EQUIPMENT	1003	11/21		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	458264512		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROP DAMAGE SURCHARGE, FOR CITY HALL, NOV'21 - WATER	11/17/2021	107.34	.00	20-6212 RENT - EQUIPMENT	0	11/21		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	458264512		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROP DAMAGE SURCHARGE, FOR CITY HALL, NOV'21 - SEWER	11/17/2021	107.34	.00	21-6212 RENT-EQUIPMENT	0	11/21		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	458264512		COPIER CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROP DAMAGE SURCHARGE, FOR CITY HALL, NOV'21 - PI	11/17/2021	41.28	.00	25-6212 RENT - EQUIPMENT	0	11/21		
Total 458264512:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	264800.01		OPEN DOOR RENTALS LLC, 2149 N SEPIA AVE, UTILITY REFUND	10/27/2021	30.69	.00	20-4500 METERED WATER SALES	0	11/21		
2044	UTILITY REFUND #10	264800.01		OPEN DOOR RENTALS LLC, 2149 N SEPIA AVE, UTILITY REFUND	10/27/2021	33.22	.00	21-4600 SEWER USER FEES	0	11/21		
2044	UTILITY REFUND #10	264800.01		OPEN DOOR RENTALS LLC, 2149 N SEPIA AVE, UTILITY REFUND	10/27/2021	25.57	.00	26-4975 SOLID WASTE USER FEES	0	11/21		

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 264800.01:						89.48	.00					
Total UTILITY REFUND #10:						89.48	.00					
UTILITY REFUND #13												
2106	UTILITY REFUND #13	10050.02		MRS PROPERTIES LLC, 371 W MAIN ST, UTILITY REFUND	11/19/2021	33.54	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	10050.02		MRS PROPERTIES LLC, 371 W MAIN ST, UTILITY REFUND	11/19/2021	44.22	.00	21-4600 SEWER USER FEES	0	11/21		
Total 10050.02:						77.76	.00					
2106	UTILITY REFUND #13	100550.01		TMOTHY W GORDON, 729 W SUNWOOD CT, UTILITY REFUND	11/24/2021	64.35	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	100550.01		TMOTHY W GORDON, 729 W SUNWOOD CT, UTILITY REFUND	11/24/2021	56.10	.00	21-4600 SEWER USER FEES	0	11/21		
Total 100550.01:						120.45	.00					
2106	UTILITY REFUND #13	10060.02		MRS PROPERTIES LLC, 379 W MAIN ST, UTILITY REFUND	11/19/2021	-6.55	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	10060.02		MRS PROPERTIES LLC, 379 W MAIN ST, UTILITY REFUND	11/19/2021	15.01	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	10060.02		MRS PROPERTIES LLC, 379 W MAIN ST, UTILITY REFUND	11/19/2021	36.30	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 10060.02:						44.76	.00					
2106	UTILITY REFUND #13	120270.02A		TODD L EICHELBERGER, 740 N TOPANGA CT, UTILITY REFUND	11/18/2021	79.01	.00	20-4500 METERED WATER SALES	0	11/21		
Total 120270.02A:						79.01	.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
2106	UTILITY REFUND #13	121580.03		CHRISTIAN F BUCKINGHAM, 915 N CRANESBILL AVE, UTILITY REFUND	11/24/2021	99.65	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	121580.03		CHRISTIAN F BUCKINGHAM, 915 N CRANESBILL AVE, UTILITY REFUND	11/24/2021	8.28	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	121580.03		CHRISTIAN F BUCKINGHAM, 915 N CRANESBILL AVE, UTILITY REFUND	11/24/2021	5.78	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 121580.03:						113.71	.00					
2106	UTILITY REFUND #13	150170.03		BROOKS SWANSON, 728 W WHITE FANG ST, UTILITY REFUND	11/12/2021	25.40	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	150170.03		BROOKS SWANSON, 728 W WHITE FANG ST, UTILITY REFUND	11/12/2021	31.74	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	150170.03		BROOKS SWANSON, 728 W WHITE FANG ST, UTILITY REFUND	11/12/2021	22.55	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 150170.03:						79.69	.00					
2106	UTILITY REFUND #13	164035.03		STEVIE R STEVENS, 227 E POPLIN ST, UTILITY REFUND	11/12/2021	35.32	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	164035.03		STEVIE R STEVENS, 227 E POPLIN ST, UTILITY REFUND	11/12/2021	49.73	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	164035.03		STEVIE R STEVENS, 227 E POPLIN ST, UTILITY REFUND	11/12/2021	36.90	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 164035.03:						121.95	.00					
2106	UTILITY REFUND #13	165050.03		JAMES E PARLE, 1118 N CAMBRICK DR, UTILITY REFUND	11/16/2021	13.33	.00	20-4500 METERED WATER SALES	0	11/21		

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
2106	UTILITY REFUND #13	165050.03		JAMES E PARLE, 1118 N CAMBRICK DR, UTILITY REFUND	11/16/2021	17.25	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	165050.03		JAMES E PARLE, 1118 N CAMBRICK DR, UTILITY REFUND	11/16/2021	8.24	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 165050.03:						38.82	.00					
2106	UTILITY REFUND #13	190055.02		KYLE A DOZIER, 1683 N DEERHORN PL, UTILITY REFUND	11/24/2021	48.14	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	190055.02		KYLE A DOZIER, 1683 N DEERHORN PL, UTILITY REFUND	11/24/2021	32.88	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	190055.02		KYLE A DOZIER, 1683 N DEERHORN PL, UTILITY REFUND	11/24/2021	27.00	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 190055.02:						108.02	.00					
2106	UTILITY REFUND #13	210070.05		PAUL MCNABB, 2294 N GREY HAWK AVE, UTILITY REFUND	11/19/2021	42.80	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	210070.05		PAUL MCNABB, 2294 N GREY HAWK AVE, UTILITY REFUND	11/19/2021	43.35	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	210070.05		PAUL MCNABB, 2294 N GREY HAWK AVE, UTILITY REFUND	11/19/2021	29.85	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 210070.05:						116.00	.00					
2106	UTILITY REFUND #13	210505.03		ELIZABETH ZAHRADNICEK, 2268 N SNOW HAWK AVE, UTILITY REFUND	11/12/2021	36.56	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	210505.03		ELIZABETH ZAHRADNICEK, 2268 N SNOW HAWK AVE, UTILITY REFUND	11/12/2021	52.96	.00	21-4600 SEWER USER FEES	0	11/21		

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
2106	UTILITY REFUND #13	210505.03		ELIZABETH ZAHRADNICEK, 2268 N SNOW HAWK AVE, UTILITY REFUND	11/12/2021	36.61	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 210505.03:						126.13	.00					
2106	UTILITY REFUND #13	221160.03		DEREK PECK, 1030 S WISTON PL, UTILITY REFUND	11/24/2021	44.84	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	221160.03		DEREK PECK, 1030 S WISTON PL, UTILITY REFUND	11/24/2021	34.10	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	221160.03		DEREK PECK, 1030 S WISTON PL, UTILITY REFUND	11/24/2021	26.22	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 221160.03:						105.16	.00					
2106	UTILITY REFUND #13	23074003A		JASON S KIRKLAND, 574 W OMPHALE ST, UTILITY REFUND	11/18/2021	90.79	.00	20-4500 METERED WATER SALES	0	11/21		
Total 23074003A:						90.79	.00					
2106	UTILITY REFUND #13	240105.03		CALEB ANDERSON, 523 N LAHAR PL, UTILITY REFUND	11/16/2021	24.64	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	240105.03		CALEB ANDERSON, 523 N LAHAR PL, UTILITY REFUND	11/16/2021	31.33	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	240105.03		CALEB ANDERSON, 523 N LAHAR PL, UTILITY REFUND	11/16/2021	23.60	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 240105.03:						79.57	.00					
2106	UTILITY REFUND #13	250940.03		DANIEL GREGORY, 1058 S BOBBY AVE, UTILITY REFUND	11/18/2021	15.61	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	250940.03		DANIEL GREGORY, 1058 S BOBBY AVE, UTILITY REFUND	11/18/2021	7.12	.00	21-4600 SEWER USER FEES	0	11/21		

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
2106	UTILITY REFUND #13	250940.03		DANIEL GREGORY, 1058 S BOBBY AVE, UTILITY REFUND	11/18/2021	7.17	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 250940.03:						29.90	.00					
2106	UTILITY REFUND #13	260530.01		JOHN A SERNA, 1537 N FIREBRICK DR, UTILITY REFUND	11/15/2021	155.39	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	260530.01		JOHN A SERNA, 1537 N FIREBRICK DR, UTILITY REFUND	11/15/2021	55.11	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	260530.01		JOHN A SERNA, 1537 N FIREBRICK DR, UTILITY REFUND	11/15/2021	26.14	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 260530.01:						236.64	.00					
2106	UTILITY REFUND #13	264115.02		OLIVER MULLINS, 1884 W CRENSHAW ST, UTILITY REFUND	11/16/2021	30.40	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	264115.02		OLIVER MULLINS, 1884 W CRENSHAW ST, UTILITY REFUND	11/16/2021	50.50	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	264115.02		OLIVER MULLINS, 1884 W CRENSHAW ST, UTILITY REFUND	11/16/2021	35.13	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 264115.02:						116.03	.00					
2106	UTILITY REFUND #13	265126.04		BRETT ANDREW BECKLUND, 2317 N VAN DYKE AVE, UTILITY REFUND	11/15/2021	82.64	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	265126.04		BRETT ANDREW BECKLUND, 2317 N VAN DYKE AVE, UTILITY REFUND	11/15/2021	.59	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	265126.04		BRETT ANDREW BECKLUND, 2317 N VAN DYKE AVE, 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	11/15/2021	-11.94	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 265126.04:						71.29	.00					
2106	UTILITY REFUND #13	270015.05		TODD TALLEY, 2203 W SOLDOTNA ST, UTILITY REFUND	11/19/2021	51.43	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	270015.05		TODD TALLEY, 2203 W SOLDOTNA ST, UTILITY REFUND	11/19/2021	62.23	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	270015.05		TODD TALLEY, 2203 W SOLDOTNA ST, UTILITY REFUND	11/19/2021	35.11	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 270015.05:						148.77	.00					
2106	UTILITY REFUND #13	274175.04		WALKER T GROSS, 2397 N BUZZSAW CIR, UTILITY REFUND	11/12/2021	35.89	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	274175.04		WALKER T GROSS, 2397 N BUZZSAW CIR, UTILITY REFUND	11/12/2021	43.89	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	274175.04		WALKER T GROSS, 2397 N BUZZSAW CIR, UTILITY REFUND	11/12/2021	27.93	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 274175.04:						107.71	.00					
2106	UTILITY REFUND #13	277120.02		DAVID & HELEN TIDWELL FAMILY TRUST, 2554 N KENNETH AVE, UTILITY REFUND	11/12/2021	28.72	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	277120.02		DAVID & HELEN TIDWELL FAMILY TRUST, 2554 N KENNETH AVE, UTILITY REFUND	11/12/2021	34.79	.00	21-4600 SEWER USER FEES	0	11/21		

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
2106	UTILITY REFUND #13	277120.02		DAVID & HELEN TIDWELL FAMILY TRUST, 2554 N KENNETH AVE, UTILITY REFUND	11/12/2021	24.97	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 277120.02:						88.48	.00					
2106	UTILITY REFUND #13	277326.02		PENNY A LLANAS, 343 W SCREECH OWL DR, UTILITY REFUND	11/16/2021	40.22	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	277326.02		PENNY A LLANAS, 343 W SCREECH OWL DR, UTILITY REFUND	11/16/2021	51.00	.00	21-4600 SEWER USER FEES	0	11/21		
Total 277326.02:						91.22	.00					
2106	UTILITY REFUND #13	278111.02		KAITLIN TOOKEY PALMER, 8817 S RED DELICIOUS WAY, UTILITY REFUND	11/18/2021	40.23	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	278111.02		KAITLIN TOOKEY PALMER, 8817 S RED DELICIOUS WAY, UTILITY REFUND	11/18/2021	43.51	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	278111.02		KAITLIN TOOKEY PALMER, 8817 S RED DELICIOUS WAY, UTILITY REFUND	11/18/2021	34.56	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 278111.02:						118.30	.00					
2106	UTILITY REFUND #13	291035.02		KIMMALEE CARTER, 3254 W TRIBUTE ST, UTILITY REFUND	11/15/2021	2.01	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	291035.02		KIMMALEE CARTER, 3254 W TRIBUTE ST, UTILITY REFUND	11/15/2021	2.50	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	291035.02		KIMMALEE CARTER, 3254 W TRIBUTE ST, UTILITY REFUND	11/15/2021	2.00	.00	26-4975 SOLID WASTE USER FEES	0	11/21		

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 291035.02:						6.51	.00					
2106	UTILITY REFUND #13	301026.03		JUSTINE M SANDOVAL, 1230 E WHITBECK DR, UTILITY REFUND	11/15/2021	32.04	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	301026.03		JUSTINE M SANDOVAL, 1230 E WHITBECK DR, UTILITY REFUND	11/15/2021	38.17	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	301026.03		JUSTINE M SANDOVAL, 1230 E WHITBECK DR, UTILITY REFUND	11/15/2021	34.55	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 301026.03:						104.76	.00					
2106	UTILITY REFUND #13	310133.02A		CRAIG AVERY, 9420 S COPELAND PL, UTILITY REFUND	11/18/2021	93.78	.00	20-4500 METERED WATER SALES	0	11/21		
Total 310133.02A:						93.78	.00					
2106	UTILITY REFUND #13	31020.02		DON MOSS, 374 S HAYWARD AVE, UTILITY REFUND	11/12/2021	27.60	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	31020.02		DON MOSS, 374 S HAYWARD AVE, UTILITY REFUND	11/12/2021	35.47	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	31020.02		DON MOSS, 374 S HAYWARD AVE, UTILITY REFUND	11/12/2021	28.62	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 31020.02:						91.69	.00					
2106	UTILITY REFUND #13	330239.01		JORDAN BILLS, 2005 N SNOWFIELD AVE, UTILITY REFUND	11/12/2021	40.43	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	330239.01		JORDAN BILLS, 2005 N SNOWFIELD AVE, UTILITY REFUND	11/12/2021	33.25	.00	21-4600 SEWER USER FEES	0	11/21		

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
2106	UTILITY REFUND #13	330239.01		JORDAN BILLS, 2005 N SNOWFIELD AVE, UTILITY REFUND	11/12/2021	21.28	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 330239.01:						94.96	.00					
2106	UTILITY REFUND #13	40210.01		JUDITH RAZUTIS, 710 N ELM AVE, UTILITY REFUND	11/12/2021	47.92	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	40210.01		JUDITH RAZUTIS, 710 N ELM AVE, UTILITY REFUND	11/12/2021	67.08	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	40210.01		JUDITH RAZUTIS, 710 N ELM AVE, UTILITY REFUND	11/12/2021	48.00	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 40210.01:						163.00	.00					
2106	UTILITY REFUND #13	91450.04		CHRIS YOUNG, 1146 N PYRITE AVE, UTILITY REFUND	11/12/2021	32.52	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	91450.04		CHRIS YOUNG, 1146 N PYRITE AVE, UTILITY REFUND	11/12/2021	33.08	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	91450.04		CHRIS YOUNG, 1146 N PYRITE AVE, UTILITY REFUND	11/12/2021	21.78	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 91450.04:						87.38	.00					
2106	UTILITY REFUND #13	91720.02		KEVIN M HOLTBY, 1157 W SKAGWAY ST, UTILITY REFUND	11/16/2021	80.20	.00	20-4500 METERED WATER SALES	0	11/21		
2106	UTILITY REFUND #13	91720.02		KEVIN M HOLTBY, 1157 W SKAGWAY ST, UTILITY REFUND	11/16/2021	81.08	.00	21-4600 SEWER USER FEES	0	11/21		
2106	UTILITY REFUND #13	91720.02		KEVIN M HOLTBY, 1157 W SKAGWAY ST, UTILITY REFUND	11/16/2021	59.58	.00	26-4975 SOLID WASTE USER FEES	0	11/21		
Total 91720.02:						220.86	.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 UTILITY REFUND #13:						3,173.10	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	268447.00		CBH, 2711 W BALBOA DR, UTILITY REFUND	10/27/2021	24.51	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	268447.00		CBH, 2711 W BALBOA DR, UTILITY REFUND	10/27/2021	26.28	.00	21-4600 SEWER USER FEES	0	11/21		
Total 268447.00:						50.79	.00					
2004	UTILITY REFUND #9	282002.00		CBH, 2887 N KLEMMER AVE, UTILITY REFUND	11/03/2021	87.03	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	282002.00		CBH, 2887 N KLEMMER AVE, UTILITY REFUND	11/03/2021	21.59	.00	21-4600 SEWER USER FEES	0	11/21		
Total 282002.00:						108.62	.00					
2004	UTILITY REFUND #9	302543.00		BALT LLC, 989 E OSORNO DR, UTILITY REFUND	10/27/2021	50.58	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	302543.00		BALT LLC, 989 E OSORNO DR, UTILITY REFUND	10/27/2021	8.95	.00	21-4600 SEWER USER FEES	0	11/21		
Total 302543.00:						59.53	.00					
2004	UTILITY REFUND #9	303610.00		HUBBLE HOMES, 2711 N RAPID CREEK WAY, UTILITY REFUND	11/03/2021	82.20	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	303610.00		HUBBLE HOMES, 2711 N RAPID CREEK WAY, UTILITY REFUND	11/03/2021	9.42	.00	21-4600 SEWER USER FEES	0	11/21		
Total 303610.00:						91.62	.00					
2004	UTILITY REFUND #9	304552.00		CBH HOMES, 3059 N MOONSHADOW AVE, UTILITY REFUND	11/03/2021	73.43	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	304552.00		CBH HOMES, 3059 N MOONSHADOW AVE, 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	11/03/2021	5.98	.00	21-4600 SEWER USER FEES	0	11/21		
Total 304552.00:						79.41	.00					
2004	UTILITY REFUND #9	320132.00		HAYDEN HOMES, 1789 E PORTER ST, UTILITY REFUND	10/27/2021	63.36	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	320132.00		HAYDEN HOMES, 1789 E PORTER ST, UTILITY REFUND	10/27/2021	3.77	.00	21-4600 SEWER USER FEES	0	11/21		
Total 320132.00:						67.13	.00					
2004	UTILITY REFUND #9	320141.00		HAYDEN HOMES, 1886 E PORTER ST, UTILITY REFUND	10/27/2021	57.36	.00	20-4500 METERED WATER SALES	0	11/21		
Total 320141.00:						57.36	.00					
2004	UTILITY REFUND #9	323037.00		TODD CAMPBELL CUSTOM HOMES, 2172 E TIMBER TRAIL ST, UTILITY REFUND	11/03/2021	377.07	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	323037.00		TODD CAMPBELL CUSTOM HOMES, 2172 E TIMBER TRAIL ST, UTILITY REFUND	11/03/2021	90.68	.00	21-4600 SEWER USER FEES	0	11/21		
Total 323037.00:						467.75	.00					
2004	UTILITY REFUND #9	323053.00		TRESIDIO HOMES, 1889 N PEAKHURT AVE, UTILITY REFUND	10/27/2021	51.13	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	323053.00		TRESIDIO HOMES, 1889 N PEAKHURT AVE, UTILITY REFUND	10/27/2021	8.07	.00	21-4600 SEWER USER FEES	0	11/21		
Total 323053.00:						59.20	.00					
2004	UTILITY REFUND #9	323074.00		TRESIDIO HOMES, 2197 E TIMBER TRAIL ST, UTILITY REFUND	10/27/2021	53.63	.00	20-4500 METERED WATER SALES	0	11/21		

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	323074.00		TRESIDIO HOMES, 2197 E TIMBER TRAIL ST, UTILITY REFUND	10/27/2021	7.27	.00	21-4600 SEWER USER FEES	0	11/21		
Total 323074.00:						60.90	.00					
2004	UTILITY REFUND #9	323078.00		TODD CAMPBELL CUSTOM HOMES, 2136 E TROPHY ST, UTILITY REFUND	11/03/2021	146.12	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	323078.00		TODD CAMPBELL CUSTOM HOMES, 2136 E TROPHY ST, UTILITY REFUND	11/03/2021	29.01	.00	21-4600 SEWER USER FEES	0	11/21		
Total 323078.00:						175.13	.00					
2004	UTILITY REFUND #9	330406.00		TOLL BROS INC, 2197 N HOSE GULCH AVE, UTILITY REFUND	11/03/2021	80.79	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	330406.00		TOLL BROS INC, 2197 N HOSE GULCH AVE, UTILITY REFUND	11/03/2021	12.52	.00	21-4600 SEWER USER FEES	0	11/21		
Total 330406.00:						93.31	.00					
2004	UTILITY REFUND #9	330407.00		TOLL BROS INC, 2199 N HOSE GULCH AVE, UTILITY REFUND	10/27/2021	43.54	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	330407.00		TOLL BROS INC, 2199 N HOSE GULCH AVE, UTILITY REFUND	10/27/2021	15.86	.00	21-4600 SEWER USER FEES	0	11/21		
Total 330407.00:						59.40	.00					
2004	UTILITY REFUND #9	330425.00		TOLL BROS INC, 1343 E FORT ERIE ST, UTILITY REFUND	10/27/2021	39.87	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	330425.00		TOLL BROS INC, 1343 E FORT ERIE ST, UTILITY REFUND	10/27/2021	12.60	.00	21-4600 SEWER USER FEES	0	11/21		

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 330425.00:						52.47	.00					
2004	UTILITY REFUND #9	330435.00		TOLL BROS INC, 1203 E FORT ERIE ST, UTILITY REFUND	11/03/2021	90.84	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	330435.00		TOLL BROS INC, 1203 E FORT ERIE ST, UTILITY REFUND	11/03/2021	22.65	.00	21-4600 SEWER USER FEES	0	11/21		
Total 330435.00:						113.49	.00					
2004	UTILITY REFUND #9	330446.00		TOLL BROS INC, 1291 E SWEET PEARL ST, UTILITY REFUND	11/03/2021	85.84	.00	20-4500 METERED WATER SALES	0	11/21		
2004	UTILITY REFUND #9	330446.00		TOLL BROS INC, 1291 E SWEET PEARL ST, UTILITY REFUND	11/03/2021	17.61	.00	21-4600 SEWER USER FEES	0	11/21		
Total 330446.00:						103.45	.00					
Total UTILITY REFUND #9:						1,699.56	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	78972		STATEMENT PRINTING & POSTAGE FOR OCT'21 - ADMIN	10/31/2021	2,054.91	2,054.91	01-6190 P0STAGE & BILLING	0	11/21	11/12/2021	
857	VALLI INFORMATION SYSTEMS, INC	78972		STATEMENT PRINTING & POSTAGE FOR OCT'21 - WATER	10/31/2021	1,406.00	1,406.00	20-6190 P0STAGE & BILLING	0	11/21	11/12/2021	
857	VALLI INFORMATION SYSTEMS, INC	78972		STATEMENT PRINTING & POSTAGE FOR OCT'21 - SEWER	10/31/2021	1,406.00	1,406.00	21-6190 P0STAGE & BILLING	0	11/21	11/12/2021	
857	VALLI INFORMATION SYSTEMS, INC	78972		STATEMENT PRINTING & POSTAGE FOR OCT'21 - PI	10/31/2021	540.76	540.76	25-6190 P0STAGE & BILLING	0	11/21	11/12/2021	
Total 78972:						5,407.67	5,407.67					
857	VALLI INFORMATION SYSTEMS, INC	78973		LOCKBOX TRANSACTIONS FOR OCT'21 - ADMIN	10/31/2021	73.19	73.19	01-6505 BANK FEES	0	11/21	11/12/2021	
857	VALLI INFORMATION SYSTEMS, INC	78973		LOCKBOX TRANSACTIONS FOR OCT'21 - WATER	10/31/2021	50.08	50.08	20-6505 BANK FEES	0	11/21	11/12/2021	

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	78973		LOCKBOX TRANSACTIONS FOR OCT'21 - SEWER	10/31/2021	50.08	50.08	21-6505 BANK FEES	0	11/21	11/12/2021	
857	VALLI INFORMATION SYSTEMS, INC	78973		LOCKBOX TRANSACTIONS FOR OCT'21 - PI	10/31/2021	19.26	19.26	25-6505 BANK FEES	0	11/21	11/12/2021	
Total 78973:						192.61	192.61					
Total VALLI INFORMATION SYSTEMS, INC:						5,600.28	5,600.28					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9891674685		WELL MODEM SERVICE, 9/29-10/28/2021 - WATER	10/28/2021	261.55	261.55	20-6255 TELEPH0NE EXPENSE	0	11/21	11/12/2021	
1575	VERIZON WIRELESS	9891674685		WELL MODEM SERVICE, 9/29-10/28/2021 - P.I	10/28/2021	85.16	85.16	25-6255 TELEPH0NE EXPENSE	0	11/21	11/12/2021	
1575	VERIZON WIRELESS	9891674685		LIFT STATION MODEM SERVICE, 9/29-10/28/2021 - SEWER	10/28/2021	372.15	372.15	21-6255 TELEPH0NE EXPENSE	0	11/21	11/12/2021	
Total 9891674685:						718.86	718.86					
1575	VERIZON WIRELESS	9891830461		TABLET SERVICE, 10/2-11/1/21 - ADMIN	11/01/2021	45.81	.00	01-6255 TELEPH0NE	0	11/21		
1575	VERIZON WIRELESS	9891830461		TABLET SERVICE, 10/2-11/1/21 - P&Z	11/01/2021	86.75	.00	01-6255 TELEPH0NE	1003	11/21		
1575	VERIZON WIRELESS	9891830461		TABLET SERVICE, 10/2-11/1/21 - PARKS	11/01/2021	26.89	.00	01-6255 TELEPH0NE	1004	11/21		
1575	VERIZON WIRELESS	9891830461		TABLET SERVICE, 10/2-11/1/21 - BUILDING INSPECTION	11/01/2021	36.44	.00	01-6255 TELEPH0NE	1005	11/21		
1575	VERIZON WIRELESS	9891830461		TABLET SERVICE, 10/2-11/1/21 - WATER	11/01/2021	112.95	.00	20-6255 TELEPH0NE EXPENSE	0	11/21		
1575	VERIZON WIRELESS	9891830461		TABLET SERVICE, 10/2-11/1/21 - SEWER	11/01/2021	109.48	.00	21-6255 TELEPH0NE EXPENSE	0	11/21		

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	9891830461		TABLET SERVICE, 10/2-11/1/21 - P.I	11/01/2021	32.80	.00	25-6255 TELEPH0NE EXPENSE	0	11/21		
1575	VERIZON WIRELESS	9891830461		NEW TABLET, EQUIPMENT CHARGES, 10/2-11/1/21 - WATER	11/01/2021	455.99	.00	20-6141 IT SMALL EQUIPMENT	0	11/21		
1575	VERIZON WIRELESS	9891830461		NEW TABLET, EQUIPMENT CHARGES, 10/2-11/1/21 - P.I	11/01/2021	114.00	.00	25-6141 IT SMALL EQUIPMENT	0	11/21		
Total 9891830461:						1,021.11	.00					
1575	VERIZON WIRELESS	9891830462		CELL PHONE SERVICE, 10/2-11/1/21 - ADMIN	11/01/2021	40.24	.00	01-6255 TELEPH0NE	0	11/21		
1575	VERIZON WIRELESS	9891830462		CELL PHONE SERVICE, 10/2-11/1/21 - P & Z	11/01/2021	6.94	.00	01-6255 TELEPH0NE	1003	11/21		
1575	VERIZON WIRELESS	9891830462		CELL PHONE SERVICE, 10/2-11/1/21 - PARKS	11/01/2021	183.16	.00	01-6255 TELEPH0NE	1004	11/21		
1575	VERIZON WIRELESS	9891830462		CELL PHONE SERVICE, 10/2-11/1/21 - WATER	11/01/2021	177.72	.00	20-6255 TELEPH0NE EXPENSE	0	11/21		
1575	VERIZON WIRELESS	9891830462		CELL PHONE SERVICE, 10/2-11/1/21 - SEWER	11/01/2021	155.52	.00	21-6255 TELEPH0NE EXPENSE	0	11/21		
1575	VERIZON WIRELESS	9891830462		CELL PHONE SERVICE, 10/2-11/1/21 - P.I	11/01/2021	46.96	.00	25-6255 TELEPH0NE EXPENSE	0	11/21		
1575	VERIZON WIRELESS	9891830462		CELL PHONE SERVICE, 10/2-11/1/21 - ECONOMIC DEVELOPMENT	11/01/2021	27.75	.00	01-6255 TELEPH0NE	4000	11/21		
Total 9891830462:						638.29	.00					
1575	VERIZON WIRELESS	9891830463		CELL PHONE SERVICE, 10/2-11/1/21 - ADMIN	11/01/2021	53.31	.00	01-6255 TELEPH0NE	0	11/21		
1575	VERIZON WIRELESS	9891830463		CELL PHONE SERVICE, 10/2-11/1/21 - P & Z	11/01/2021	20.88	.00	01-6255 TELEPH0NE	1003	11/21		

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	9891830463		CELL PHONE SERVICE, 10/2-11/1/21 - PARKS	11/01/2021	176.92	.00	01-6255 TELEPH0NE	1004	11/21		
1575	VERIZON WIRELESS	9891830463		CELL PHONE SERVICE, 10/2-11/1/21 - BUILDING INSPECTION	11/01/2021	46.56	.00	01-6255 TELEPH0NE	1005	11/21		
1575	VERIZON WIRELESS	9891830463		CELL PHONE SERVICE, 10/2-11/1/21 - WATER	11/01/2021	106.20	.00	20-6255 TELEPH0NE EXPENSE	0	11/21		
1575	VERIZON WIRELESS	9891830463		CELL PHONE SERVICE, 10/2-11/1/21 - SEWER	11/01/2021	171.38	.00	21-6255 TELEPH0NE EXPENSE	0	11/21		
1575	VERIZON WIRELESS	9891830463		CELL PHONE SERVICE, 10/2-11/1/21 - P.I	11/01/2021	30.00	.00	25-6255 TELEPH0NE EXPENSE	0	11/21		
Total 9891830463:						605.25	.00					
Total VERIZON WIRELESS:						2,983.51	718.86					
WEX BANK												
1234	WEX BANK	76383628		FUEL, FOR NOV'21 - PARKS	11/30/2021	113.57	.00	01-6300 FUEL	1004	11/21		
1234	WEX BANK	76383628		FUEL, FOR NOV'21 - BUILDING INSPECTION	11/30/2021	319.31	.00	01-6300 FUEL	1005	11/21		
1234	WEX BANK	76383628		FUEL, FOR NOV'21 - WATER	11/30/2021	255.58	.00	20-6300 FUEL	0	11/21		
1234	WEX BANK	76383628		FUEL, FOR NOV'21 - PI	11/30/2021	63.89	.00	25-6300 FUEL	0	11/21		
1234	WEX BANK	76383628		FUEL, FOR NOV'21 - FARM	11/30/2021	43.14	.00	21-6090 FARM EXPENDITURES	0	11/21		
1234	WEX BANK	76383628		FUEL, FOR NOV.'21 - SEWER	11/30/2021	43.14	.00	21-6300 FUEL	0	11/21		
Total 76383628:						838.63	.00					
Total WEX BANK:						838.63	.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.	10312021WPG		LEGAL FEES AND EXPENSES FOR OCTOBER 2021 - ADMIN	10/31/2021	2,866.76	2,866.76	01-6202 PR0FESSI0NAL SERVICES	0	11/21	11/24/2021	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312021WPG		LEGAL FEES AND EXPENSES FOR OCTOBER 2021 - P&Z	10/31/2021	1,701.00	1,701.00	01-6202 PR0FESSI0NAL SERVICES	1003	11/21	11/24/2021	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312021WPG		LEGAL FEES AND EXPENSES FOR OCTOBER 2021 - SEWER	10/31/2021	189.00	189.00	21-6202 PR0FESSI0NAL SERVICES	0	11/21	11/24/2021	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312021WPG		LEGAL FEES AND EXPENSES FOR OCTOBER 2021 - UPRR	10/31/2021	2,425.50	2,425.50	40-6020 CAPITAL IMPROVEMENTS	1207	11/21	11/24/2021	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312021WPG		LEGAL FEES AND EXPENSES FOR OCTOBER 2021 - PROJECT PEREGRINE	10/31/2021	2,497.40	2,497.40	01-6202 PR0FESSI0NAL SERVICES	4000	11/21	11/24/2021	
Total 10312021WPGN:						9,679.66	9,679.66					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						9,679.66	9,679.66					
Grand Totals:						1,532,179.12	942,193.18					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

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

RESOLUTION NO. R61-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING R57-2021 TO R61-2021 AND APPROVING THE "*PROFESSIONAL SERVICES AGREEMENT*" WITH KELLER ASSOCIATES, INC. FOR SCOPE OF WORK FOR AVENUE B SIDEWALK IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The "*Professional Services Agreement*" with Keller Associates, Inc. for Scope of Work for Avenue B Sidewalk Improvements, in substantially the format as attached hereto as "**EXHIBIT A**", is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of December, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of December, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

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AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ ("Effective Date") between the **City of Kuna** ("Owner") and **Keller Associates, Inc.** ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Avenue B Sidewalk Improvements** ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows:
See Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates completing its services within the schedule outlined in Attachment A.

COMPENSATION:
Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of **$8500.00** (Eight Thousand Five Hundred dollars) as described in Attachment A.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: City of Kuna		**CONSULTANT: KELLER ASSOCIATES, INC.**	
Signature:		Signature:	DocuSigned by: [signature] 9D8C2313A7C742D...
Name:		Name:	Nathan Cleaver
Title:		Title:	Principal
Address:		Address:	100 East Bower Street, Suite 110 Meridian, ID 83642
Telephone:		Telephone:	(208) 288-1992
Date:		Date:	10/26/2021

DocuSign Envelope ID: A8F32EFE-ACD6-407F-9F4E-C85CF0654A7C

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.

2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

   Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

   Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.

3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.

4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, Force Majeure events (i.e. acts of God, riots, wars, sabotage, strikes, civil disturbances, pandemics, government declared emergencies, etc.), or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment in compensation and schedule shall be made.

6. **TERMINATION OR REDUCTION OF SERVICES** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf. If Owner elects to terminate, modify, or reduce any portion of Consultant's services under this Agreement, Owner shall indemnify Consultant from any damages related to the services or activities Consultant did not provide.

7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.

8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee.

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9. **OPINIONS OF COST** – Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant's right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant's services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to be become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

Consultant Reliance: Owner shall make available to Consultant all relevant information pertinent to the Project. Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner's consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

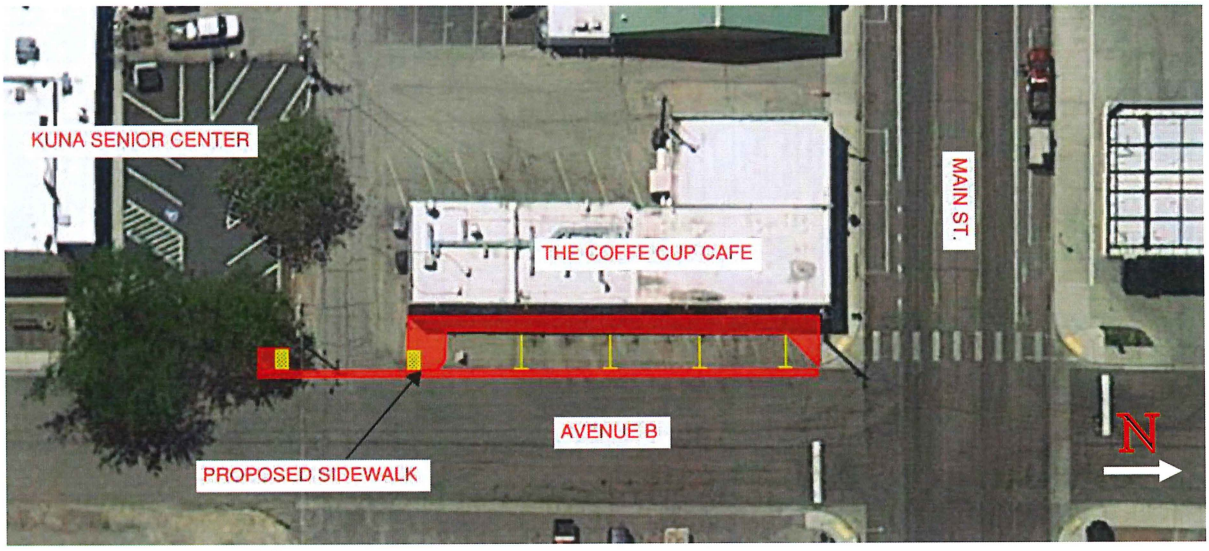
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SCOPE OF WORK
FOR
AVENUE B SIDEWALK IMPROVEMENTS

KUNA, IDAHO

PROJECT SUMMARY

The City of Kuna is seeking to improve the pedestrian access along Ave B from Main St. to the alleyway to the south by installing sidewalk, curb and gutter, pedestrian ramps and parallel parking. Construction will occur in Ada County Highway District (ACHD) right-of-way and will require coordination and permitting with the District.



GENERAL ASSUMPTIONS

- City of Kuna is the Owner of the project and Keller Associates is the Engineer.
- No right-of-way acquisition is anticipated.
- No geotechnical work is anticipated.
- Topographic survey is required.
- Coordination with ACHD is necessary for design and construction of the project.
- Keller Associates will prepare construction drawings.
- Designs and plan sheets will be prepared in AutoCAD format.
- Plans will be delivered half size (11" x 17")

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- Plans will be developed in accordance with the 2020 Idaho Standards for Public Works Construction (ISPWC).
- No alteration to stormwater facilities is anticipated.
- Preparation of traffic control plans will be the responsibility of the contractor.
- Obtaining all necessary Permitting to work in the Right-of-way will be the responsibility of the Contractor.
- Filing and acquiring of any Stormwater Pollution Prevention Plans (SWPPP's), National Pollutant Discharge Elimination System (NPDES) permits, or Notices of Intents (NOI's) will be the responsibility of the contractor.

SCOPE OF WORK

Keller Associates staff will perform tasks listed, unless otherwise noted.

TASK 1 — TOPOGRAPHIC SURVEY

1.1 Topographic Survey

Topographic Survey - Consultant will provide topographic design survey to include surface features, visible utilities, and other utilities identified by a utility locater (by others). Task includes research of monuments that may be disturbed within the work area.

TASK 2 — 60% DESIGN

1.1 60% Design Plans

Prepare 11"x17" (half size) 60% design plans and provide to Owner for review and comment. Coordinate with ACHD throughout 60% design process. It is anticipated that the 60% drawing package will consist of the following sheets.

Deliverables:

- Plans:

	No. of Sheets
Title Sheet	1
Legend	1
Contractor Notes	1
Plan Sheets	1
Typical Sections and Details	1
Total Number of 60% Design Plan Sheets:	*5*

- 60% Cost Estimate

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1.2 60% Design Review Meeting

Attend a review meeting of the 60% Design review package. Following the meeting, prepare a list of review comments and actions to be taken.

Assumptions:

- The review meeting may be held virtually or in person, depending on the nature of the COVID-19 pandemic.

TASK 3 — 100% DESIGN

2.1 Revisions to 60% Design Submittal

Modify the 60% design plans per the comments from the 60% Design Review. Prepare 100% plans.

2.2 100% Design Submittal

Prepare 100% plans. Submit to ACHD for approval of proposed plans.

Deliverables:

- 100% Stamped Plans (11"x 17" half size)
- 100% Estimate

TASK 4 — BID SUPPORT

Bidding Services include the following:

1. Support City in process of procuring three (3) contractor bids.
2. Respond to questions received during the bid phase and issuing up to two (2) addenda.
4. Attend one pre-bid meeting with potential bidders
5. Evaluate the bids and provide a recommendation of award to the Owner
6. Budgeting for bidding task includes one bid process and assumes award to one Contractor.

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COMPENSATION

The Consultant will be compensated for Tasks 1 through 4 for a Lump Sum of Eight Thousand Five Hundred Dollars ($8,500.00). The lump sum fee allocation is summarized in the table below.

	TASK	LUMP SUM FEE
1	Survey - Topographic	$ 2,000.00
2	60% Design	$ 3,000.00
3	100% Design	$ 3,000.00
4	Bid Support	$ 500.00
	DESIGN FEE =	**$ 8,500.00**

SCHEDULE

An estimated project schedule is outlined below.

- Assumed Notice to Proceed provided to Consultant — October 25, 2021
- Completion of Topographic Survey — 3 weeks from NTP
- Completion of 60% design package — 7 weeks from NTP
- Delivery of 100% design package — 11 weeks from NTP

RESOLUTION NO. R~~57~~61-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING R57-2021 TO R61-2021 AND APPROVING THE "*PROFESSIONAL SERVICES AGREEMENT*" WITH KELLER ASSOCIATES, INC. FOR SCOPE OF WORK FOR AVENUE B SIDEWALK IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The "*Professional Services Agreement*" with Keller Associates, Inc. for Scope of Work for Avenue B Sidewalk Improvements, in substantially the format as attached hereto as "**EXHIBIT A**", is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7~~16~~th day of ~~November~~December, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7~~16~~th day of ~~November~~December, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

RESOLUTION NO. R62-2020
CITY OF KUNA, IDAHO

SEWER SYSTEM FEES AND POLICIES

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; AND SUPERSEEDING, AMENDING, AND REFORMING CITY COUNCIL RESOLUTION R66-2020; AND ESTABLISHING FEES FOR CONNECTING TO SANITARY SEWER SYSTEM; AND ESTABLISHING MONTHLY SEWER USE FEES; AND ESTABLISHING MINIMUM SEWER LINE SIZES; AND ESTABLISHING OTHER CHARGES; AND ESTABLISHING AN EFFECTIVE DATE.

Section 1: Findings: The City Council makes the following findings in regards to its authority and purposes for approval of this resolution:

1. Section 7-6-3A of the Kuna City Code authorizes the City of Kuna City Council to modify the City's sanitary sewer system connection fees by resolution of City Council; and

2. Section 7-6-4A of the Kuna City Code authorizes the City of Kuna City Council to modify the City's sanitary sewer system monthly user rates, based on the volume and strength of the effluent discharged by the users, and consistent with the benefit derived by the users, by resolution of City Council; and

3. It is necessary to amend and reform City Council Resolution No. R66-2020 in order to increase the base monthly sewer rate due to inflationary cost increases by 4.72%.

4. No new study regarding sewer system connection fees was performed by the City, therefore, the sewer connection fees shall remain unchanged from those set forth in Resolution No. R66-2020.

Section 2: Actions:

NOW THEREFORE BE IT RESOLVED that Resolution No. R66-2020 is hereby superseded, amended and reformed to read as follows:

2.1 <u>SEWER CONNECTION FEES</u>

NOW THEREFORE BE IT RESOLVED that the fee for connecting to the Wastewater Treatment Facilities shall be determined as follows:

A. **<u>Interceptor Capacity Fee</u>:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user prorated based upon volume and strength when compared to an equivalent dwelling unit (EDU) as defined in Kuna City Code, to be connected to the Wastewater Treatment Facilities, shall be assessed one thousand three hundred twenty-nine dollars and no /100ths dollars ($1,329.00) per EDU at the time of connection for the capital costs of providing oversized mains, and interceptor and trunk lines to convey the wastewater flow generated by each unit.

B. Treatment Capacity Fee: Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user prorated based upon volume and strength when compared to an EDU as defined in Kuna City Code, to be connected to the Wastewater Treatment Facilities shall be assessed four thousand nine hundred seventy one and zero cents ($4,971.00) per EDU at the time of connection for the capital costs of providing treatment capacity to treat the biochemical oxygen demand and total suspended solids generated by each unit. In instances where a developer or property owner has prepaid this fee as a condition of development, and the treatment plant to which the proposed connection and prepayment applies is the same, then the prepaid fee shall suffice for full or partial credit for payment of the Treatment Capacity Fee defined herein and as provided in City Resolution R10-2010.

C. Industrial/Commercial Connection: Each commercial or industrial facility to be connected to the publicly owned treatment works shall be assessed interceptor capacity and treatment capacity fees based on user equivalents established by adopted policies, and in instances not addressed by established policies, computed as follows, based on peak usage at full capacity and prorated compared to a typical residence:

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from IDAPA 58.01.03.007.08 in the chart titled WASTEWATER FLOWS FROM VARIOUS ESTABLISHMENTS IN GALLONS PER DAY. Waste Strength shall be obtained from the chart in Section 2.2.B of this resolution by averaging the high and low extremes of the applicable Category. For uses not specifically addressed in the aforementioned charts, it shall be the responsibility of the City Engineer to equitably estimate peak usage at design capacity for the connecting facility.

D. Previous Connections: In instances where an improvement on a property has previously been connected to the sewer system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the increase only. For existing connections proposing to increase levels of discharge, a fee proportional to the increase of quantities, when compared to an EDU as defined in Kuna City Code, shall be assessed. For existing commercial and industrial users, the existing level of usage is generally the discharge defined by connection fees previously paid at the time they were paid. In the absence of a record of connection fees previously paid, the existing level of usage derived from the existing facility at full capacity, or the discharges defined in a "discharge permit" or "user agreement" existing at the promulgation of this act may be utilized.

2.2 SEWER USER CHARGES

BE IT FURTHER RESOLVED the monthly use fee for sewer service provided by the Wastewater Treatment Facilities to each user connected to the system within the City Limits shall include a Monthly Use Fee based upon volume and strength of discharge as follows:

A. Monthly Use Fee: Sewer Use Fees shall be thirty-six dollars and sixty-five cents ($36.65) for the first four thousand (4,000) gallons, an additional three dollars and zero cents

($3.00) up to six thousand (6,000) gallons, an additional four dollars and zero cents ($4.00) up to eight thousand (8,000) gallons, and an additional five dollars and zero cents ($5.00) per one thousand gallons (1,000) above eight thousand gallons user equivalent. Metered water usage for City residents, where the head of house is over sixty-five (65) years of age, resides at the residence, and has completed an application with the City, shall be billed at a rate of twenty-seven dollars and ninety-two cents ($27.92) for the first four thousand (4,000) gallons, an additional three dollars and zero cents ($3.00) up to six thousand (6,000) gallons, an additional four dollars and zero cents ($4.00) up to eight thousand (8,000) gallons, and an additional five dollars and zero cents ($5.00) per one thousand gallons (1,000) above eight thousand gallons. Commercial metered usage for users with ¾" service lines shall be billed a base amount of thirty-six dollars and sixty-five cents ($36.65) for the first one thousand (1,000) gallons and an additional five dollars and zero cents ($5.00) per one thousand (1,000) gallons after. Commercial metered usage for users with 2" service lines shall be billed a base amount of two hundred sixty dollars and sixty-four cents ($260.64) for the first one thousand (1,000) gallons and an additional five dollars and zero cents ($5.00) per one thousand (1,000) gallons after.

B. **Waste Strength**: The Kuna City Code defines user equivalent in terms of flow and waste strength as follows:

Flow	190 gallons/day
BOD	350 mg/liter
COD	750 mg/liter
TSS	285 mg/liter

The City has adopted by Resolution R55-2019A methodology of calculating EDUs, which shall be relied on in establishing user equivalents for each discharger as provided in Kuna City Code.

1. **Purpose:** The waste strength may be used at the discretion of the City Engineer to compute the user equivalent for each user for the purpose of assessing connection and monthly use fees.

2.3 NEW CONSTRUCTION

BE IT FURTHER RESOLVED that, in connection with new development, the minimum sewer main size is a nominal diameter of eight (8) inches. When, in conformance with the needs of the City Sewer System, a larger line is requested of the developer than this nominal diameter and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

2.4 OTHER CHARGES

A. **Connection Fees (Outside City Limits)**: Any customer outside the corporate limits of the City requesting sewer service, who is legally able to annex to the City, must do so as a condition to connect to the City sewer system except as approved by resolution of City Council. Any customer outside City corporate limits requesting sewer service, who is not legally able to annex, cannot connect without explicit Council approval, which approval

is solely at the option of City Council.

B. **Damage Repair Costs**: Damages to Sewer Department facilities by other utilities, excavators or others will be repaired using City approved contractors, procedures and specifications. All direct and indirect costs incurred by the City to perform, oversee, monitor and/or inspect the repair will be billed to the party causing the damage.

C. **Short Notice Line Location Charges:** The City of Kuna, as required by law, participates in the Dig Line system. Forty-eight (48) hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

2.5 EFFECTIVE DATE

BE IT FURTHER RESOLVED that sewer connection fees, as presented in this resolution and as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference, shall be in effect upon passage of this resolution, that Sewer User Charges shall be in effect beginning with the January 1, 2022 billing cycle, and all fees that are in conflict with the new fees as established by earlier resolution(s) are hereby repealed.

PASSED BY THE COUNCIL of the City of Kuna, this 7th day of December, 2021.

APPROVED BY THE MAYOR of the City of Kuna, this 7th day of December, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A TO RESOLUTION RXX-2021
CITY OF KUNA
SEWER SYSTEM FEES
EFFECTIVE January 1, 2022

Note: Sewer User Charges effective beginning with the January 1, 2022 billing cycle.

Residential	○ Monthly Base Rate: $36.65 (average winter water usage up to 4,000 gallons) ○ 1st Tier (4,001-6,000 gals): $3.00 per 1,000 gals ○ 2nd Tier (6,001-8,000 gals): $4.00 per 1,000 gals ○ 3rd Tier (>8,000 gals): $5.00 per 1,000 gals
Senior Residential	○ Monthly Base Rate: $27.92 (average winter water usage up to 4,000 gallons) ○ 1st Tier (4,001-6,000 gals): $3.00 per 1,000 gals ○ 2nd Tier (6,001-8,000 gals): $4.00 per 1,000 gals ○ 3rd Tier (>8,000 gals): $5.00 per 1,000 gals
¾" Commercial	○ Monthly Base Rate: $36.65 (Usage up to 1,000 gallons) ○ 1st Tier (>1,000 gals): $5.00 per 1,000 gals
2" Commercial	○ Monthly Base Rate: $260.64 (Usage up to 1,000 gallons) ○ 1st Tier (>1,000 gals): $5.00 per 1,000 gals

RESOLUTION NO. R62~~XX~~-2020
CITY OF KUNA, IDAHO

SEWER SYSTEM FEES AND POLICIES

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; AND SUPERSEEDING, AMENDING, AND REFORMING CITY COUNCIL RESOLUTION R66-2020; AND ESTABLISHING FEES FOR CONNECTING TO SANITARY SEWER SYSTEM; AND ESTABLISHING MONTHLY SEWER USE FEES; AND ESTABLISHING MINIMUM SEWER LINE SIZES; AND ESTABLISHING OTHER CHARGES; AND ESTABLISHING AN EFFECTIVE DATE.

Section 1: Findings: The City Council makes the following findings in regards to its authority and purposes for approval of this resolution:

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2. Section 7-6-4A of the Kuna City Code authorizes the City of Kuna City Council to modify the City's sanitary sewer system monthly user rates, based on the volume and strength of the effluent discharged by the users, and consistent with the benefit derived by the users, by resolution of City Council; and

3. It is necessary to amend and reform City Council Resolution No. R66-2020 in order to increase the base monthly sewer rate due to inflationary cost increases by 4.72%.

~~3.~~4. No new study regarding sewer system connection fees was performed by the City, therefore, the sewer connection fees shall remain unchanged from those set forth in Resolution No. R66-2020.

Commented [MJB1]: Jared,

How did you come to this figure? I'm assuming some study was done to determine COLA for this upcoming year and that this percentage wasn't just pulled out of the air. I think a finding should be added before this finding explaining the study was performed and the findings of the study. Otherwise, this number lacks context.

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Section 2: Actions:

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D. Previous Connections: In instances where an improvement on a property has previously been connected to the sewer system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the increase only. For existing connections proposing to increase levels of discharge, a fee proportional to the increase of quantities, when compared to an EDU as defined in Kuna City Code, shall be assessed. For existing commercial and industrial users, the existing level of usage is generally the discharge defined by connection fees previously paid at the time they were paid. In the absence of a record of connection fees previously paid, the existing level of usage derived from the existing facility at full capacity, or the discharges defined in a "discharge permit" or "user agreement" existing at the promulgation of this act may be utilized.

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Commented [MJB2]: You may have a reason for this, but I noticed you didn't increase these additional fees by the same percentage. Was this deliberate?

Commented [MJB3]: Same question.

Commented [MJB4]: Same question.

Commented [MJB5]: Same question.

B. **Waste Strength**: The Kuna City Code defines user equivalent in terms of flow and waste strength as follows:

Flow	190 gallons/day
BOD	350 mg/liter
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TSS	285 mg/liter

The City has adopted by Resolution R55-2019A methodology of calculating EDUs, which shall be relied on in establishing user equivalents for each discharger as provided in Kuna City Code.

1. **Purpose:** The waste strength may be used at the discretion of the City Engineer to compute the user equivalent for each user for the purpose of assessing connection and monthly use fees.

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legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.

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C. **Short Notice Line Location Charges:** The City of Kuna, as required by law, participates in the Dig Line system. Forty-eight (48) hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

2.5 EFFECTIVE DATE

BE IT FURTHER RESOLVED that sewer connection fees, as presented in this resolution and as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference, shall be in effect upon passage of this resolution, that Sewer User Charges shall be in effect beginning with the January 1, 2022 billing cycle, and all fees that are in conflict with the new fees as established by earlier resolution(s) are hereby repealed.

PASSED BY THE COUNCIL of the City of Kuna, this 72~~nd~~th day of December, 2021.

APPROVED BY THE MAYOR of the City of Kuna, this 72~~th~~nd day of December, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A TO RESOLUTION RXX-2021
CITY OF KUNA
SEWER SYSTEM FEES
EFFECTIVE January 1, 2022

Note: Sewer User Charges effective beginning with the January 1, 2022 billing cycle.

Residential	○ Monthly Base Rate: $36.65 (average winter water usage up to 4,000 gallons) ○ 1st Tier (4,001-6,000 gals): $3.00 per 1,000 gals ○ 2nd Tier (6,001-8,000 gals): $4.00 per 1,000 gals ○ 3rd Tier (>8,000 gals): $5.00 per 1,000 gals
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RESOLUTION NO. R63-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- **MAKING CERTAIN FINDINGS OF AUTHORITY AND PURPOSE; AND**
- **AUTHORIZING THE MAYOR, CITY TREASURER AND CITY ATTORNEY TO COMPLETE THE CITY'S PERFORMANCE OF THE FINAL ORDER OF CONDEMNATION ISSUED BY THE COURT IN FOURTH DISTRICT COURT OF THE STATE OF IDAHO ADA COUNTY IN CASE NO. CV01-21-11245 ENTITLED CITY OF KUNA V. UNION PACIFIC ET AL; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KUNA, AS FOLLOWS:

Section 1: Findings of Authority and Purpose: The following findings set for forth the authority and purposes of the City Council for the approval of this Resolution:

1.1 The City of Kuna (the "City) has entered into a Pre-Litigation Settlement Agreement with the Union Pacific Railroad Company, Intermountain Gas Company and Ada County Highway District for the purpose of establishing the terms and conditions under which the City would acquire a 13.5-acre parcel and a 1.7-acre parcel (the "Parcels") which lie adjacent to the City Hall property and pursue eminent domain litigation to clear the title to the Parcels; and

1.2 The City is acquiring the Parcels for the public purposes to construct and maintain covered picnic structures, an amphitheater, and other public buildings and other improvements and public uses; and

1.3 The City filed, in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, a Complaint for Eminent Domain Case No. CV01-21-11245 of the Parcels (the "Eminent Domain Action"); and

1.4 The defendants in the Eminent Domain Action, except the parties to the Pre-Litigation Settlement Agreement, have been defaulted out and the remaining parties have, pursuant to the Pre-Litigation Settlement Agreement, filed a Stipulation for Entry of Final Order of Condemnation Subject to Conditions and Judgment of Condemnation; and

1.5 The Conditions of the Final Order of Condemnation Subject to Conditions and Judgment of Condemnation requires the City to pay Union Pacific Railroad Company the sum of $367,538.00 and execute the conveyance of a public right-of-way easement to Ada County Highway District and a gas line easement to Intermountain Gas Company for

their interests in the Parcels; and

1.6 In order to conclude this matter and for the City to acquire the Parcels, it is necessary to authorize the Mayor, Treasurer and the City Attorney to complete the City's performance of the conditions of the Final Order of Condemnation Subject to Conditions and Judgment of Condemnation.

Section 2: Authorization

2.1 The Mayor, City Treasurer and Attorney are authorized to complete the City's performance of the conditions set forth in the Final Order of Condemnation Subject to Conditions entered in Eminent Domain Action.

Section 3: Directing the City Clerk

3.1 The City Clerk is directed to:

3.1.1 Retain this Resolution in the official records of the City; and

3.1.2 Provide a copy of this Resolution to the Mayor, Treasurer and City Attorney, and to anyone else who requests the same as may be relevant to the completion of the actions herein authorized.

Section 4: Effective Date

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

PASSED BY THE COUNCIL of Kuna Idaho this ____ of _____ 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____ 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

William F. Gigray, III
Marc J. Bybee
WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
5700 East Franklin Road, Suite 200
Nampa, Idaho 83687-7901
Telephone: (208) 466-9272
Facsimile: (208) 466-4405
ISB Nos.: 1435, 9245
iCourt Service Email: *icourt@whitepeterson.com*

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CITY OF KUNA, a municipal corporation,

Plaintiff,

vs.

UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation, aka OREGON SHORT LINE RAILROAD COMPANY, which merged into the Union Pacific Railroad Company on December 30, 1987; and INTERMOUNTAIN GAS COMPANY, an Idaho general business corporation; and ADA COUNTY HIGHWAY DISTRICT, an Idaho countywide highway district; and the UNKNOWN HEIRS, DEVISEES, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER THE DECEASED FREMONT H. TEED (aka FREMONT HASWELL TEED); and the UNKNOWN HEIRS, DEVISEES, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER THE DECEASED LANETTA B. YOUNG (aka LANETA BERNICE YOUNG) (aka LANETA NACE); and any and all others as their interests may appear; and the unknown OWNERS and all

CASE NO. **CV01-21-11245**

FINAL ORDER OF CONDEMNATION SUBJECT TO CONDITIONS

the unknown CLAIMANTS and all other persons UNKNOWN claiming any right, title, estate lien or interest in and to the real property (the "Condemnation Parcel") legally described in the Complaint,

Defendants.

THIS MATTER coming before this Court upon the filing of *Stipulation For Entry of Final Order of Condemnation Subject to Conditions and Judgment of Condemnation* entered into by the Plaintiff, City of Kuna, and the Defendants, Union Pacific Railroad Company, Intermountain Gas Company and the Ada County Highway District, and the Court having entered an Order of Entry of Default Against the Unknown Defendants on November 1, 2021 filed of record on November 2, 2021 and having reviewed the record of the above entitled action and good cause appearing therein:

IS HEREBY ORDERED AND THIS DOES ORDER AS FOLLOWS:

Order No. 1: That the Plaintiff City of Kuna is awarded against the above-named Unknown Heirs, Devisees, Successors, Assigns, and all persons, firms or associations claiming right, title or interest from or under the Deceased Fremont H. Teed (aka Fremont Haswell Teed); and the Unknown Heirs, Devisees, Successors, Assigns, and all persons, firms or associations claiming right, title or interest from or under the Deceased Lanetta B. Young (aka Laneta Bernice Young) (aka Laneta Nace); and any and all others as their interests may appear; and the unknown Owners and all the unknown Claimants and all other persons unknown claiming any right, title, estate lien or interest in and to the real property (the "Condemnation Parcel") legally described in the Complaint; and Union Pacific Railroad Company, Intermountain Gas Company, Ada County Highway District, Defendants, the condemnation of the Condemnation Parcel which is legally described in *Exhibit A* attached hereto this Final Order of Condemnation Subject to

Conditions. However, this award of condemnation is subject to the precedent conditions of Order No. 2, and the subsequent conditions of Orders Nos. 3 and 4 herein,

Order No. 2: The Plaintiff City of Kuna shall not record this Final Order of Condemnation Subject to Conditions and the Judgement of Condemnation until:

- The Plaintiff City of Kuna pays to the Defendant Union Pacific Railroad Company the sum of THIRTY-NINE THOUSAND NINE HUNDRED FIFTY AND NO/100THS DOLLARS ($39,950.00) as consideration for the Defendant Union Pacific Railroad Company remising, releasing, and quitclaiming to the Plaintiff City of Kuna all of its right, title, interest, estate, claim and demand both at law and equity to a 1.7-acre parcel of real property that lies adjacent to, and east of, the Condemnation Parcel; and
- The Plaintiff City of Kuna pays to the Defendant Union Pacific Railroad Company the sum of THREE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT AND NO/100THS DOLLARS ($327,588.00) for a total payment of $367,538.00 (the "Total Payment"); and
- Upon receipt of the Total Payment from Plaintiff City of Kuna, the Defendant Union Pacific Railroad Company shall execute a Satisfaction of Conditions of Final Order of Condemnation and provide the same to the Plaintiff City of Kuna, which shall then record the same along with this Final Order of Condemnation Subject to Conditions and the Judgment of Condemnation.

Order No. 3: That, subsequent to the Plaintiff City of Kuna recording the Final Order of Condemnation Subject to Conditions and Judgment of Condemnation, the Plaintiff City of Kuna shall grant and convey to the Defendant Ada County Highway District the ACHD Easement as described in the Stipulation For Entry of Final Order of Condemnation Subject to Conditions and

Judgment of Condemnation entered into by the Plaintiff, City of Kuna, and the Defendants, Union Pacific Railroad Company, Intermountain Gas Company and the Ada County Highway District and record the same with the Ada County Recorder's office.

Order No. 4: That, subsequent to Plaintiff City of Kuna recording the Final Order of Condemnation Subject to Conditions and Judgment of Condemnation, the Plaintiff City of Kuna shall grant and convey and record the Defendant Intermountain Gas Company the Gas Company Easement as described in the Stipulation for Entry of Final Order of Condemnation Subject to Conditions and Judgment of Condemnation entered into by the Plaintiff, City of Kuna, and the Defendants, Union Pacific Railroad Company, Intermountain Gas Company and the Ada County Highway District and record the same with the Ada County Recorder's office.

Order No. 5: This Court shall enter a Judgment of Condemnation of the Condemnation Parcel in favor of the Plaintiff City of Kuna and against the Defendants Union Pacific Railroad Company, Intermountain Gas Company and the Ada County Highway District.

Order No. 6: No attorney fees and costs are awarded by and among the Plaintiff City of Kuna and the Defendants Union Pacific Railroad Company, Intermountain Gas Company and the Ada County Highway District.

IT IS SO ORDERED.

DATE:_____

_____

Hon. Peter G. Barton

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing FINAL ORDER OF CONDEMNATION SUBJECT TO CONDITIONS electronically through the iCourt system, which caused the following parties or counsel to be served by electronic means, as set forth below:

Wm. F. Gigray, III Marc J. Bybee WHITE PETERSON *Attorneys for City of Kuna*	**EMAIL:** *icourt@whitepeterson.com*
Kimbell D. Gourley JONES WILLIAMS FUHRMAN GOURLEY, PA *Attorneys for Ada County Highway District*	**EMAIL:** *kgourley@idalaw.com*
Preston N. Carter GIVENS PURSLEY, LLP *Attorneys for Intermountain Gas Company*	**EMAIL:** *prestoncarter@givenspursley.com*
Julianne P. Blanch Fredric V. Shoemaker PARSONS BEHLE & LATIMER *Attorneys for Union Pacific Railroad Company*	**EMAIL:** *jblanch@parsonsbehle.com* *fshoemaker@parsonsbehle.com*

DATE:_____

_____
Deputy Clerk

lhW:\Work\K\Kuna, City of 25721\UP Railroad land matter\EMINENT DOMAIN litigation .006\PLEADINGS\2021-11-30 Final Order of Condemnation Subject to Conditions-CLEAN FVS revs.docx

EXHIBIT A

J-U-B ENGINEERS, INC.

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

EXHIBIT "A"
Release Property
City of Kuna
Boundary Description

J-U-B Project No. 10-19-073 *April 23, 2020*

A tract of land situate in the southeast quarter of Section 23, and the northeast quarter of Section 26, in Township 2 North, Range 1 West, Boise Meridian, lying in the City of Kuna, County of Ada, State of Idaho, and being more particularly described as follows:

Commencing at the corner common to Sections 23, 24, 25, and 26, Township 2 North, Range 1 West, Boise Meridian, from which the quarter corner common to said Sections 23 and 26 bears, North 89°59'01" West, coincident with the south line of said Section 23, a distance of 2,630.17 feet;

thence from said Point of Commencement, North 89°59'01" West, coincident with the south line of said Section 23, a distance of 408.64 feet to the most westerly corner of the tract of land described in the warranty deed to the Oregon Short Line Railroad Company recorded in Instrument No. 102336, Official Records of Ada County hereinafter referred to as the "OSLRR Tract", said corner being the **Point of Beginning** of this description;

thence from said **Point of Beginning**, leaving said south line, coincident with the lines common to said OSLRR Tract and the right-of-way lines of the Oregon Short Line Railroad as shown on Sheet No. 20 of Valuation Map Sec. Ida. 12 of Oregon Short Line Railroad dated June 30, 1916, the following two (2) consecutive courses and distances:

1. South 65°31'14" East, a distance of 350.66 feet, and
2. South 24°28'46" West, a distance of 230.00 feet to the southwesterly corner of said OSLRR Tract, said corner also being a point on a line lying 230.00-feet southerly of, and parallel with, the northerly right-of-way line of said Oregon Short Line Railroad;

thence leaving said common lines, coincident with said parallel line, the following two (2) consecutive courses and distances:

1. North 65°31'14" West, a distance of 2,358.33 feet, and
2. along the arc of a tangent curve to the left, concave southerly, having a radius of 3,912.89 feet, through a central angle of 3°45'17", an arc length of 256.43 feet, and a chord bearing North 67°23'53" West, a distance of 256.38 feet to the southeasterly corner of Rose Park as shown on the Amended Plat of the Townsite of Kuna, filed for record in Book 4 of Plat Books, at Page 187, Ada County Records;

thence leaving said parallel line, North 20°43'28" East, coincident with the easterly line of said Rose Park,

a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709-0944 *p* 208-376-7330 *f* 208-323-9336 *w* www.jub.com

a distance of 230.00 feet to a point on the northerly right-of-way line of said Oregon Short Line Railroad; thence coincident with said northerly right-of-way line, the following two (2) consecutive courses and distances:

1. along the arc of a non-tangent curve to the right, concave southerly, having a radius of 4,142.89 feet, through a central angle of 3°45'17", an arc length of 271.50 feet, and a chord bearing South 67°23'53" East, a distance of 271.45 feet, and
2. South 65°31'14" East, a distance of 2,007.66 feet to the **Point of Beginning**.

Containing an area of 13.85 acres of land, more or less.

The above-described tract of land is shown on Exhibit "B", attached hereto and made a part hereof.

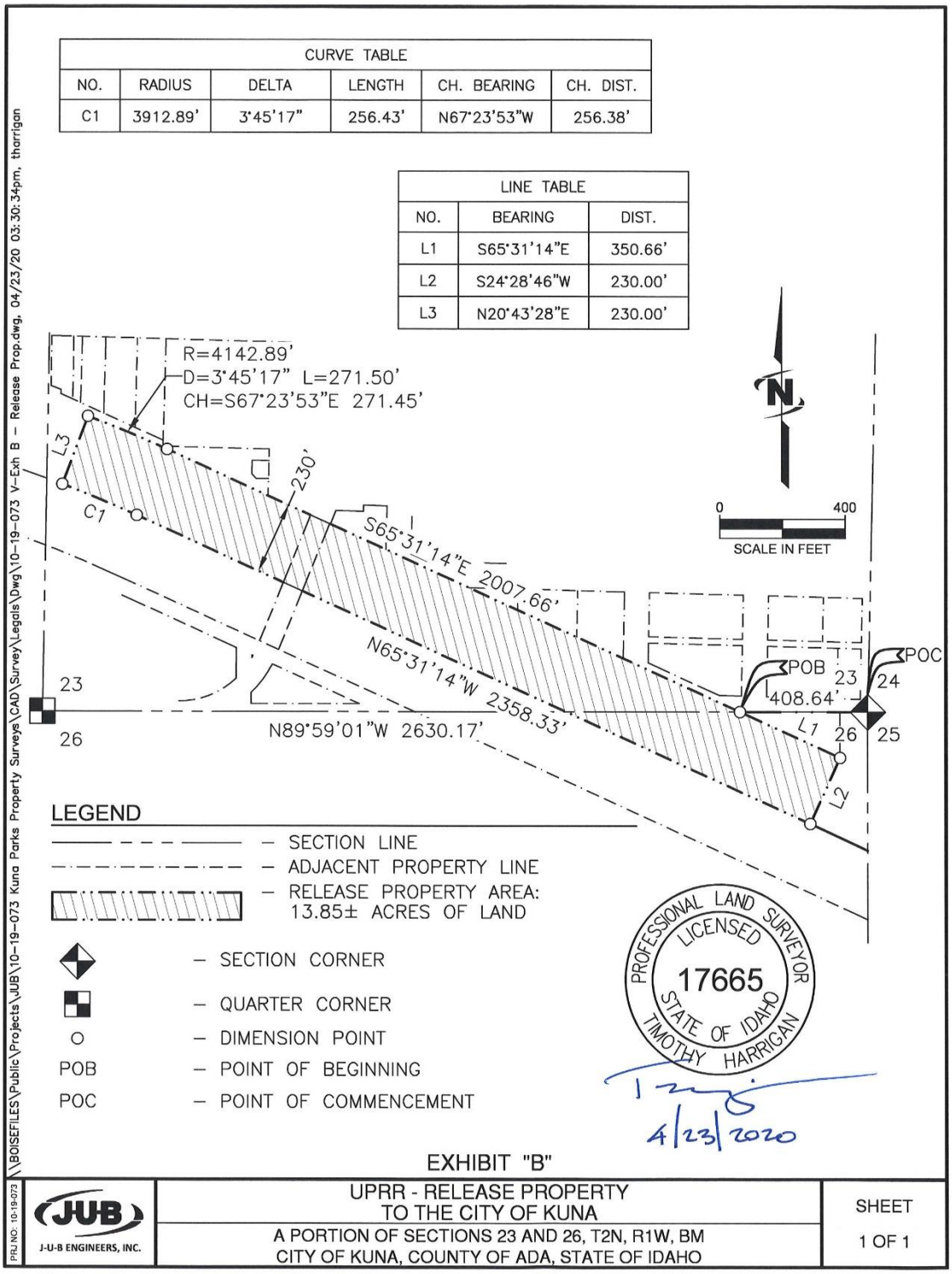
End of Description.

J-U-B ENGINEERS, Inc.
This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Timothy Harrigan, PLS, all professional liability associated with this document is hereby declared null and void.

Timothy Harrigan, PLS 17665

4/23/2020
Date




CURVE TABLE
NO. | RADIUS | DELTA | LENGTH | CH. BEARING | CH. DIST.
C1 | 3912.89' | 3°45'17" | 256.43' | N67°23'53"W | 256.38'
LINE TABLE
NO. | BEARING | DIST.
L1 | S65°31'14"E | 350.66'
L2 | S24°28'46"W | 230.00'
L3 | N20°43'28"E | 230.00'
R=4142.89'
D=3°45'17" L=271.50'
CH=S67°23'53"E 271.45'
L3
C1
230'
S65°31'14"E 2007.66'
N65°31'14"W 2358.33'
N89°59'01"W 2630.17'
23
26
POB
408.64'
POC
24
25
L1
L2
N
0
400
SCALE IN FEET
LEGEND
– SECTION LINE
– ADJACENT PROPERTY LINE
– RELEASE PROPERTY AREA: 13.85± ACRES OF LAND
– SECTION CORNER
– QUARTER CORNER
O – DIMENSION POINT
POB – POINT OF BEGINNING
POC – POINT OF COMMENCEMENT
PROFESSIONAL LAND SURVEYOR
LICENSED
17665
STATE OF IDAHO
TIMOTHY HARRIGAN
4/23/2020
EXHIBIT "B"
PRJ NO: 10-19-073
\\BOISEFILES\Public\Projects\JUB\10-19-073 Kuna Parks Property Surveys\CAD\Survey\Legals\Dwg\10-19-073 V-Exh B – Release Prop.dwg, 04/23/20 03:30:34pm, tharrigan
JUB
J-U-B ENGINEERS, INC.
UPRR - RELEASE PROPERTY
TO THE CITY OF KUNA
A PORTION OF SECTIONS 23 AND 26, T2N, R1W, BM
CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO
SHEET
1 OF 1

William F. Gigray, III
Marc J. Bybee
WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
5700 East Franklin Road, Suite 200
Nampa, Idaho 83687-7901
Telephone: (208) 466-9272
Facsimile: (208) 466-4405
ISB Nos.: 1435, 9245
iCourt Service Email: *icourt@whitepeterson.com*

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CITY OF KUNA, a municipal corporation, Plaintiff, vs. UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation, aka OREGON SHORT LINE RAILROAD COMPANY, which merged into the Union Pacific Railroad Company on December 30, 1987; and INTERMOUNTAIN GAS COMPANY, an Idaho general business corporation; and ADA COUNTY HIGHWAY DISTRICT, an Idaho countywide highway district; and the UNKNOWN HEIRS, DEVISEES, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER THE DECEASED FREMONT H. TEED (aka FREMONT HASWELL TEED); and the UNKNOWN HEIRS, DEVISEES, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER THE DECEASED LANETTA B. YOUNG (aka LANETA BERNICE YOUNG) (aka LANETA	CASE NO. **CV01-21-11245** **STIPULATION FOR ENTRY OF FINAL ORDER OF CONDEMNATION SUBJECT TO CONDITIONS AND JUDGMENT OF CONDEMNATION**

NACE); and any and all others as their interests may appear; and the unknown OWNERS and all the unknown CLAIMANTS and all other persons UNKNOWN claiming any right, title, estate lien or interest in and to the real property (the "Condemnation Parcel") legally described in the Complaint,

Defendants.

COME NOW the Plaintiff, CITY OF KUNA ("Kuna"), by and through its attorneys, Wm. F. Gigray, III and Marc J. Bybee of the law firm of White, Peterson, Gigray & Nichols, P.A.; and the Defendant UNION PACIFIC RAILROAD COMPANY ("Railroad"), by and through its attorneys, Julianne P. Blanch and Fredric V. Shoemaker of the law firm of Parsons, Behle & Latimer; and the Defendant ADA COUNTY HIGHWAY DISTRICT ("ACHD"), by and through its attorney, Kimbell D. Gourley of the law firm of Jones, Williams, Fuhrman & Gourley, P.A.; and the Defendant INTERMOUNTAIN GAS COMPANY ("Gas Company"), by and through its attorney, Preston N. Carter of the law firm of Givens Pursley, LLP; and do hereby stipulate, agree, and make application and jointly move the above-entitled Court for the certain Final Order of Condemnation Subject to Conditions and Judgment of Condemnation as follows:

PART 1: DEFINITIONS: For all purposes of this Stipulation, the following words, terms and phases in bold, herein this Part contained, are defined and interpreted as herein provided unless the context of the term herein clearly requires otherwise:

1.1 Condemnation Parcel: Means and refers to the that certain Condemnation Parcel legally described in *Exhibit 1* attached to the Kuna Complaint on file in the above-entitled matter.

1.2 ACHD Easement: Means and refers to that certain Deed of Easement wherein Kuna grants and conveys to ACHD a public highway right-of-way for the purposes of locating, maintaining, and replacing the portion of Bridge Ave. located within the Condemnation Parcel. The Deed of Easement shall be in the form attached as *Exhibit A* to this Stipulation.

1.3 Gas Company Easement: Means and refers to that certain Deed of Easement wherein Kuna grants and conveys to the Gas Company an easement for the location, maintenance, and replacement of the Gas Pipeline located within the Condemnation Parcel. The Deed of Easement shall be in the form attached as *Exhibit B* to this Stipulation.

1.4 Kuna Complaint: Means and refers to the Complaint for Eminent Domain filed by Kuna in the above-entitled action.

1.5 Pre-litigation Settlement Agreement: Means and refers to that certain "Pre-Litigation Agreement" entered into by the Parties. A true and correct copy of which is attached the Kuna Complaint which is on file in the above-entitled matter and marked therein as *Exhibit 2*.

1.6 Unknown Parties: Means and refers to the above-entitled action parties named Unknown Heirs, Devisees, Successors, Assigns, and all persons, firms or associations claiming right, title or interest from or under the deceased Fremont H. Teed (aka Fremont Haswell Teed); and the Unknown Heirs, Devisees, Successors, Assigns, and all persons, firms, or associations claiming right, title or interest from or under the deceased Lanetta B. Young (aka Laneta Bernice Young) (aka Laneta Nace); and any and all others as their interests may appear;

and the unknown Owners and all the unknown Claimants and all other persons unknown claiming any right, title, estate lien or interest in and to the Condemnation Parcel.

1.7 Stipulating Parties: Means and refers to the above-entitled action parties named Kuna, Railroad, Highway District, and Gas Company.

1.8 Stipulation: Means and refers to this *Stipulation for Entry of Final Order of Condemnation Subject to Conditions and Judgment of Condemnation*.

PART 2: BASIS OF STIPULATION: The Stipulating Parties have joined in this Stipulation based upon the following:

2.1 The Stipulating Parties entered into the Pre-litigation Settlement Agreement, for the considerations as stated in Section 2 Recitals therein, prior to and as a condition of Kuna initiating and filing the Kuna Complaint; and

2.2 Kuna filed the Kuna Complaint in the above-entitled action and included the Unknown Parties as named defendants; and

2.3 Kuna was required by the Pre-litigation Settlement Agreement to obtain a default judgment against the Unknown Parties; and

2.4 The above-entitled Court entered an Order of Entry of Default against the Unknown Parties on the 2nd day of November, 2021; and

2.5 The Stipulating Parties agreed, in the Pre-litigation Settlement Agreement, that the above-entitled Court shall enter a judgment and order of condemnation in favor of Kuna against all above-named Defendants subject to the following conditions:

2.5.1 Kuna shall not record the judgment and order of condemnation until it pays to the Railroad the sum of $39,950.00 as consideration for the Railroad to remise, release, and quit claim to Kuna all of its right, title, interest, estate, claim and demand both at law and equity to a 1.7-acre parcel of real property that lies adjacent to, and east of, the Condemnation Parcel, and that Kuna pay to the Railroad the sum of $327,588.00 as compensation for the Railroad releasing its easement interest in the Condemnation Parcel.

2.5.2 That subsequent to Kuna recording the judgment and order of condemnation it shall grant and convey and record the ACHD Easement.

2.5.3 That subsequent to Kuna recording the judgment and order of condemnation it shall grant and convey and record the Gas Company Easement.

PART 3: STIPULATATION FOR ENTRY OF FINAL ORDER OF CONDEMNATION SUBJECT TO CONDITIONS AND JUDGMENTS OF CONDEMNATION: Based upon the above stated Definitions and Basis of Stipulation, the Stipulating Parties do hereby stipulate and move that the above-entitled Court enter the following Final Order of Condemnation Subject to Conditions and Judgment of Condemnation:

3.1 Final Order of Condemnation Subject to Conditions of the Condemnation Parcel in favor of Kuna and against all above-named Defendants subject to:

3.1.1 Kuna shall not record the Final Order of Condemnation Subject to Conditions and the Judgement of Condemnation until:

- Kuna pays to the Railroad the sum of $39,950.00 as consideration for the Railroad to remise, release, and quit claim to Kuna all of its right, title, interest, estate, claim and demand both at law and equity to a 1.7-acre parcel of real property that lies adjacent to, and east of, the Condemnation Parcel; and
- Kuna pays to the Railroad the sum of $327,588.00; and
- Upon receipt of the payments totaling $367,538.00 from Kuna, the Railroad shall execute a Satisfaction of Conditions of Final Order of Condemnation and provide the same to Kuna. Kuna shall then record the same along with the Final Order of Condemnation Subject to Conditions and Judgment of Condemnation; and

3.1.2 That subsequent to Kuna recording the Final Order of Condemnation Subject to Conditions and Judgment of Condemnation; Kuna shall grant and convey and record the ACHD Easement.

3.1.3 That subsequent to Kuna recording the Final Order of Condemnation Subject to Conditions and Judgment of Condemnation, Kuna shall grant and convey and record the Gas Company Easement.

DATED this _____ day of November, 2021.

WHITE PETERSON

By:_____
Wm. F. Gigray, III
Attorneys for City of Kuna

DATED this _____ day of November, 2021.

PARSONS BEHLE & LATIMER

By:_____
Julianne P. Blanch
Fredric V. Shoemaker
Attorneys for Union Pacific Railroad Company

DATED this _____ day of November, 2021.

JONES WILLIAMS FUHRMAN
GOURLEY, PA

By:_____
Kimball D. Gouley
Attorneys for Ada County Highway District

DATED this _____ day of November, 2021.

GIVENS PURSLEY, LLP

By:_____
Preston N. Carter
Attorneys for Intermountain Gas Company

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of November, 2021, I filed the foregoing electronically through the iCourt system, which caused the following parties or counsel to be served by electronic means, as set forth below:

Kimbell D. Gourley
JONES WILLIAMS FUHRMAN GOURLEY, PA
Attorneys for Ada County Highway District

EMAIL:
kgourley@idalaw.com

Preston N. Carter
GIVENS PURSLEY, LLP
Attorneys for Intermountain Gas Company

EMAIL:
prestoncarter@givenspursley.com

Julianne P. Blanch
Fredric V. Shoemaker
PARSONS BEHLE & LATIMER
Attorneys for Union Pacific Railroad Company

EMAIL:
jblanch@parsonsbehle.com
fshoemaker@parsonsbehle.com

_____
for WHITE PETERSON

lhW:\Work\K\Kuna, City of 25721\UP Railroad land matter\EMINENT DOMAIN litigation .006\PLEADINGS\2021-11-30 Stipulation for Order and Judgment of Condemnation-Pg 16 corrected & FVS revs - CLEAN.docx

EXHIBIT A
Ada County Highway District Easement

(Reserved for Ada County Recorder)

PERMANENT EASEMENT

THIS PERMANENT EASEMENT (the "Easement"), is made and entered into this ____ day of _____, 2021, by and between CITY OF KUNA, hereinafter referred to as "GRANTOR," and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD."

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly depicted on Exhibit “A”, ACHD right-of-way Description, prepared by JUB Engineers, Inc., attached hereto, and by this reference incorporated herein (hereinafter “Servient Estate”).

1.2 ACHD has jurisdiction over the public highways, including sidewalks, and public rights-of-way which adjoin and are adjacent to the Servient Estate (hereinafter the “Dominant Estate”).

1.3 ACHD believes it has acquired a prescriptive easement on, over and across the Servient Estate for a public right-of-way and highway.

1.4 Without waiving any claims to said prescriptive easement, ACHD desires to obtain a written grant of easement on, over and across the Servient Estate for the purposes hereinafter described, and, for the consideration and on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to ACHD.

SECTION 2. Grant of Easement and Authorized Uses.

GRANTOR hereby grants to ACHD a permanent exclusive easement over and across the Servient Estate for use by the public, including motorists, pedestrians and bicyclists, and the following uses and purposes:

(a) placement of a Public Right-of-Way (as defined in Idaho Code, section 40-117);

(b) construction, reconstruction, operation, maintenance and placement of a Highway (as defined in Idaho Code, section 40-109) and any other facilities or structures incidental to the preservation or improvement of the Highway;

(c) statutory rights of ACHD, utilities and irrigation districts to use the Highway and/or Public Right-of-Way.

SECTION 3. Permanent Easement; Covenants Run with the Land.

This is a permanent easement. This Easement, and the covenants shall be a burden upon the Servient Estate and shall run with the land. The Easement and the covenants and agreements made herein shall inure to the benefit of and be binding upon, ACHD and GRANTOR, and Grantor's successors and assigns to the Servient Estate.

SECTION 4. Appurtenant.

The Easement herein granted is appurtenant to the Dominant Estate and a burden on the Servient Estate.

SECTION 5. Maintenance.

Upon acceptance of the Highway, ACHD shall maintain the physical integrity of this easement in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices at its sole cost and expense.

Provided if the damage to the physical integrity of the Easement is as a result of the activities of GRANTOR, GRANTOR'S guests, invitees, contractors or agents, the repair shall be at the sole cost and expense of GRANTOR. This Section shall not release GRANTOR'S obligation to provide routine maintenance required under any applicable state or local law, ordinance or regulation as to the pedestrian facilities that may be placed on the Servient Estate.

SECTION 6. Indemnification.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome GRANTOR from expenses of and against

suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by ACHD or ACHD's officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of ACHD's construction, use and maintenance on the Servient Estate. Any such indemnification hereunder by ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by ACHD shall in no event cause the liability of ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of GRANTOR.

SECTION 7. Recordation.

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

TO HAVE AND TO HOLD this Easement unto ACHD forever.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate; and, GRANTOR warrants to ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day, month and year first set forth above.

GRANTOR: City of Kuna

_____

By: Joseph Stear
Its: Mayor

Attest:

_____

By: Chris Engels, City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 202___, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Stear,** known or identified to me to be the **Mayor of the City of Kuna**, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

_____
Notary Public for Idaho
[seal] My Commission expires: _____



J-U-B ENGINEERS, INC. | THE LANGDON GROUP | GATEWAY MAPPING INC.
J-U-B FAMILY OF COMPANIES

Exhibit "A"
ACHD Right-of-way Description
Project No. 10-19-073 November 5, 2021

A tract of land situate in the southeast quarter of Section 23, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, County of Ada, State of Idaho, and being more particularly described as follows:

Commencing at the southeast corner of said Section 23; thence from said Point of Commencement, North 89°59'01" West, coincident with the south line of said Section 23, a distance of 2,630.17 feet to the south quarter corner of said Section 23, said corner also being on the centerline of Avalon Street as shown on Record of Survey No. 5347, recorded as Inst. No. 101032739, Ada County Records; thence South 89°59'01" East, coincident with said south line and said centerline, a distance of 432.40 feet the point of intersection of the centerline of said Avalon Street with the centerline of Bridge Avenue as shown on said Record of Survey; thence coincident with the centerline of said Bridge Avenue, the following two (2) consecutive courses and distances:

1. along the arc of a tangent curve to the left, concave northwesterly, having a radius of 301.56 feet, through a central angle of 67°55'00", an arc length of 357.46 feet, and a chord bearing North 56°03'29" East, a distance of 336.90 feet, and
2. North 22°05'59" East, a distance of 224.04 feet to a point on a line lying 230.00-feet southerly of and parallel with the northerly right-of-way line of the Oregon Short Line Railroad as shown on Sheet No. 20 of Valuation Map Sec. Ida 12 of Oregon Short Line Railroad dated June 30, 1916, said point being the **Point of Beginning** of this description;

thence from said **Point of Beginning**, leaving said centerline, North 65°31'14" West, coincident with said parallel line, a distance of 33.03 feet to a point on the westerly line of said Bridge Street as shown on said Record of Survey; thence North 22°05'59" East, coincident with said westerly line, a distance of 230.20 feet to a point on the northerly right-of-way line of said Oregon Short Line Railroad; thence leaving said westerly line, South 65°31'14" East, coincident with said northerly right-of-way line, a distance of 66.06 feet to a point on the easterly line of said Bridge Street as shown on said Record of Survey; thence South 22°05'59" West, coincident with said easterly line, a distance of 230.20 feet to a point on the aforesaid parallel line; thence leaving said easterly line, North 65°31'14" West, coincident with said parallel line, a distance of 33.03 feet to the **Point of Beginning**.

Containing an area of 15,194 square feet of land, more or less.

The above-described tract of land is shown on Exhibit "B" attached hereto and made a part hereof.

End of Description.

J-U-B ENGINEERS, Inc.
This description was prepared by me or under my supervision. If any portion of this description is modified or removed (including, but not limited to, the graphic portion shown on Exhibit "B") without the written consent of Timothy Harrigan, PLS, all professional liability associated with this document is hereby declared null and void.



Timothy Harrigan, PLS 17665

11/5/2021
Date

2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5313 W www.jub.com P 208.376.7330

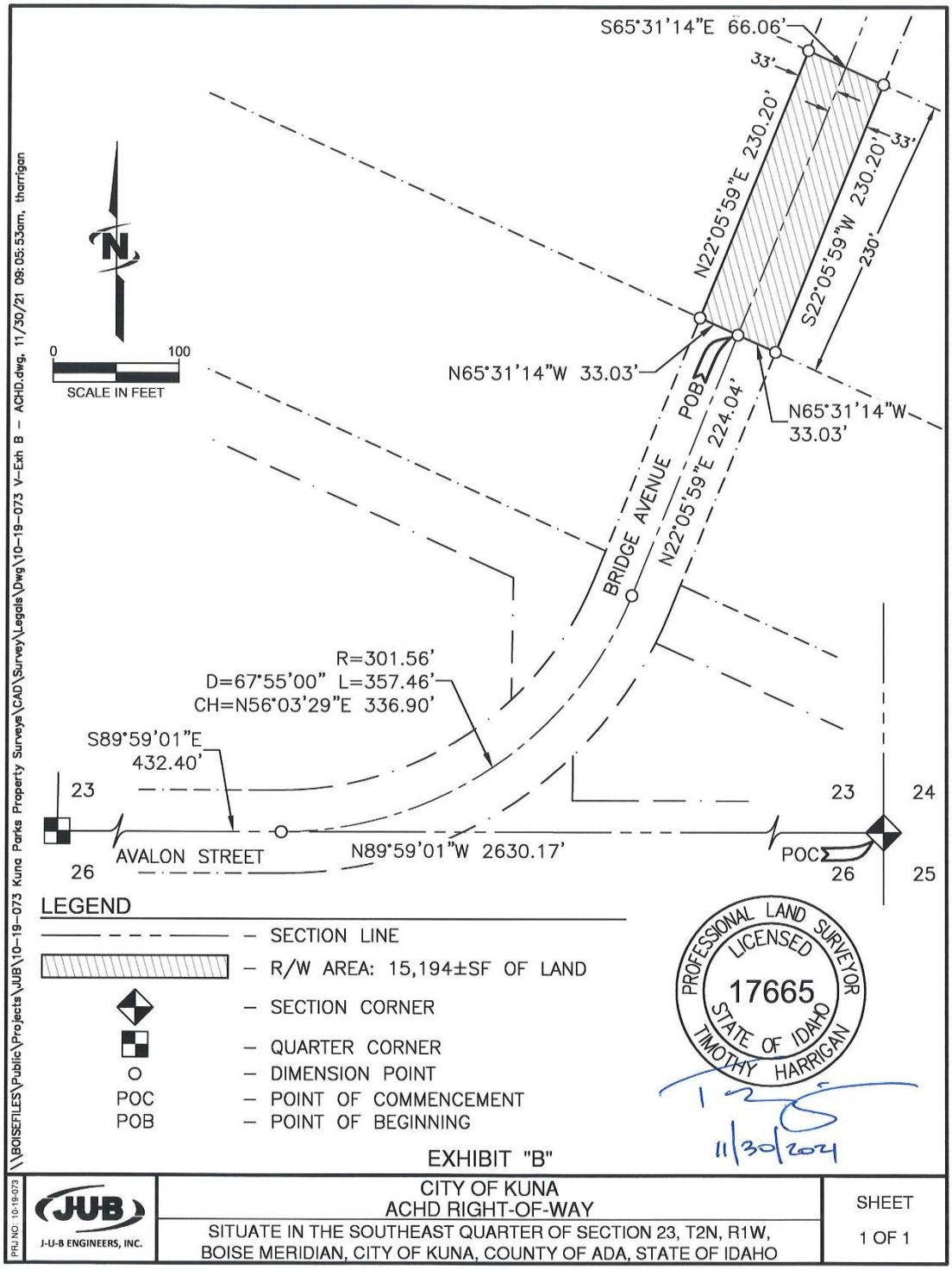

S65°31'14"E 66.06'
33'
N22°05'59"E 230.20'
33'
S22°05'59"W 230.20'
230'
N65°31'14"W 33.03'
POB
N22°05'59"E 224.04'
N65°31'14"W
33.03'
BRIDGE AVENUE
R=301.56'
D=67°55'00" L=357.46'
CH=N56°03'29"E 336.90'
S89°59'01"E
432.40'
23
23
24
AVALON STREET
N89°59'01"W 2630.17'
POC
26
26
25
0
100
SCALE IN FEET
LEGEND
– SECTION LINE
– R/W AREA: 15,194±SF OF LAND
– SECTION CORNER
– QUARTER CORNER
– DIMENSION POINT
POC – POINT OF COMMENCEMENT
POB – POINT OF BEGINNING
PROFESSIONAL LAND SURVEYOR
LICENSED
17665
STATE OF IDAHO
TIMOTHY HARRIGAN
11/30/2024
EXHIBIT "B"
\\BOISEFILES\Public\Projects\JUB\10-19-073 Kuna Parks Property Surveys\CAD\Survey\Legals\Dwg\10-19-073 V-Exh B - ACHD.dwg, 11/30/21 09:05:53am, tharrigan
PRJ NO: 10-19-073
JUB
J-U-B ENGINEERS, INC.
CITY OF KUNA
ACHD RIGHT-OF-WAY
SITUATE IN THE SOUTHEAST QUARTER OF SECTION 23, T2N, R1W,
BOISE MERIDIAN, CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO
SHEET
1 OF 1

EXHIBIT B

INTERMOUNTAIN GAS COMPANY Easement

WHEN RECORDED RETURN TO:
INTERMOUNTAIN GAS COMPANY
C/O _____
555 South Cole Road
Boise, ID 83709
ATTENTION: _____

INTERMOUNTAIN GAS COMPANY
PIPELINE EASEMENT

THIS EASEMENT, made this _____ day of _____, 20_____, by and between INTERMOUNTAIN GAS COMPANY, an Idaho corporation, whose principal address is 555 South Cole Road, Boise, Idaho (hereinafter referred to as the "COMPANY"), its successors and assigns, and the following named persons, herein, whether singular or plural, hereinafter called "OWNER," namely: the City of Kuna, Idaho, whose address is 751 W. 4th Street, Kuna, ID 83634.

WITNESSETH, that for valuable consideration received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement forty (40) feet in width, being twenty (20) feet left, and twenty (20) feet right of the center line as laid out and/or surveyed, or as finally installed through, over, under and across the tract of land hereinafter described, for the purpose of installing and constructing thereon, and thereafter to operate, inspect, protect, improve, maintain, repair, increase the capacity of, remove, replace, and abandon in place, a gas pipeline or lines, including without limitation necessary pipes, regulation devices, equipment, fixtures, and facilities related to the operation or maintenance of said gas lines, said tract of land being situated in the County of Ada, State of Idaho, and more particularly described as follows:

> See Exhibit "A", IGC Gas Line Easement Description, prepared by JUB Engineers, Inc., and attached hereto.

During construction periods, COMPANY and its agents may use ten (10) additional feet of OWNER's property along and adjacent to said easement in connection with the construction of said facilities. Should additional pipelines be laid under this grant, at any time, an additional consideration equal to the consideration paid for this grant, calculated on a lineal rod basis, shall be paid for each additional line.

OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times of ingress and egress to the above described premises across adjacent lands of the OWNER, it successors and assigns, at convenient points for the enjoyment of the aforesaid uses, rights, and privileges.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works, or other structures upon, over, or under the above described tract of land or that would interfere with said pipeline or lines or

COMPANY'S rights hereunder. COMPANY shall have the right, but not the obligation, to cut and clear trees and shrubbery from the above described tract of land.

COMPANY hereby agrees that it will pay reasonable damages, to be agreed upon by the parties, that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, inspecting, protecting, maintaining, repairing, increasing the capacity of, operating or removing said pipeline or lines.

This easement shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written.

_____

By: Joseph Stear, Mayor, City of Kuna

ATTEST:

_____

By: Chris Engels, City Clerk, City of Kuna

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

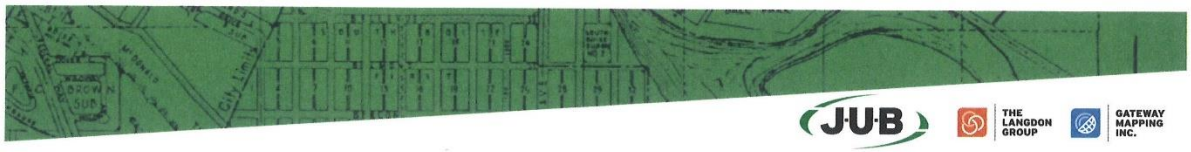
On this ____ day of _____, 202___, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Stear** known or identified to me to be the **Mayor of the City of Kuna**, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

_____

Notary Public for Idaho

[seal] My Commission expires: _____



J-U-B ENGINEERS, INC. THE LANGDON GROUP GATEWAY MAPPING INC. J-U-B FAMILY OF COMPANIES

Exhibit "A"
IGC Gas Line Easement Description
Project No. 10-19-073
November 2, 2021

A tract of land situate in the southeast quarter of Section 23, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, County of Ada, State of Idaho, and being more particularly described as follows:

A strip of land having a right-angle width of 40.00 feet and lying 20.00 feet on each side of the following described centerline:

Commencing at the southeast corner of said Section 23;

thence from said Point of Commencement, North 89°59'01" West, coincident with the south line of said Section 23, a distance of 2,630.17 feet to the south quarter corner of said Section 23, said corner also being on the centerline of Avalon Street as shown on Record of Survey No. 5347, recorded as Inst. No. 101032739, Ada County Records; thence South 89°59'01" East, coincident with said south line and said centerline, a distance of 432.40 feet the point of intersection of the centerline of said Avalon Street with the centerline of Bridge Avenue as shown on said Record of Survey; thence coincident with the centerline of said Bridge Avenue, the following two (2) consecutive courses and distances:

1. along the arc of a tangent curve to the left, concave northwesterly, having a radius of 301.56 feet, through a central angle of 67°55'00", an arc length of 357.46 feet, and a chord bearing North 56°03'29" East, a distance of 336.90 feet, and
2. North 22°05'59" East, a distance of 224.04 feet to a point on a line lying 230.00-feet southerly of and parallel with the northerly right-of-way line of the Oregon Short Line Railroad as shown on Sheet No. 20 of Valuation Map Sec. Ida 12 of Oregon Short Line Railroad dated June 30, 1916;

thence leaving said centerline, North 65°31'14" West, coincident with said parallel line, a distance of 89.65 feet, more or less, to a point on the center of an existing gas line as said gas line exists at the time of this legal description, said point being the **Point of Beginning** of the centerline of the aforesaid strip of land;

thence from said **Point of Beginning**, leaving said parallel line, coincident with the center of said existing gas line, the following three (3) consecutive courses and distances:

1. North 21°10'41" East, a distance of 35.96 feet,

2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5313 W www.jub.com P 208.376.7330

2. North 31°56'20" East, a distance of 158.88 feet, and
3. North 54°26'20" East, a distance of 42.21 feet to a point on the aforesaid northerly right-of-way line and thence terminating.

The sidelines of the above-described strip of land shall be lengthened or shortened accordingly to begin at the aforesaid parallel line and terminate at the aforesaid northerly right-of-way line.

Containing an area of 9,482 square feet of land, more or less.

The above-described tract of land is shown on Exhibit "B" attached hereto and made a part hereof.

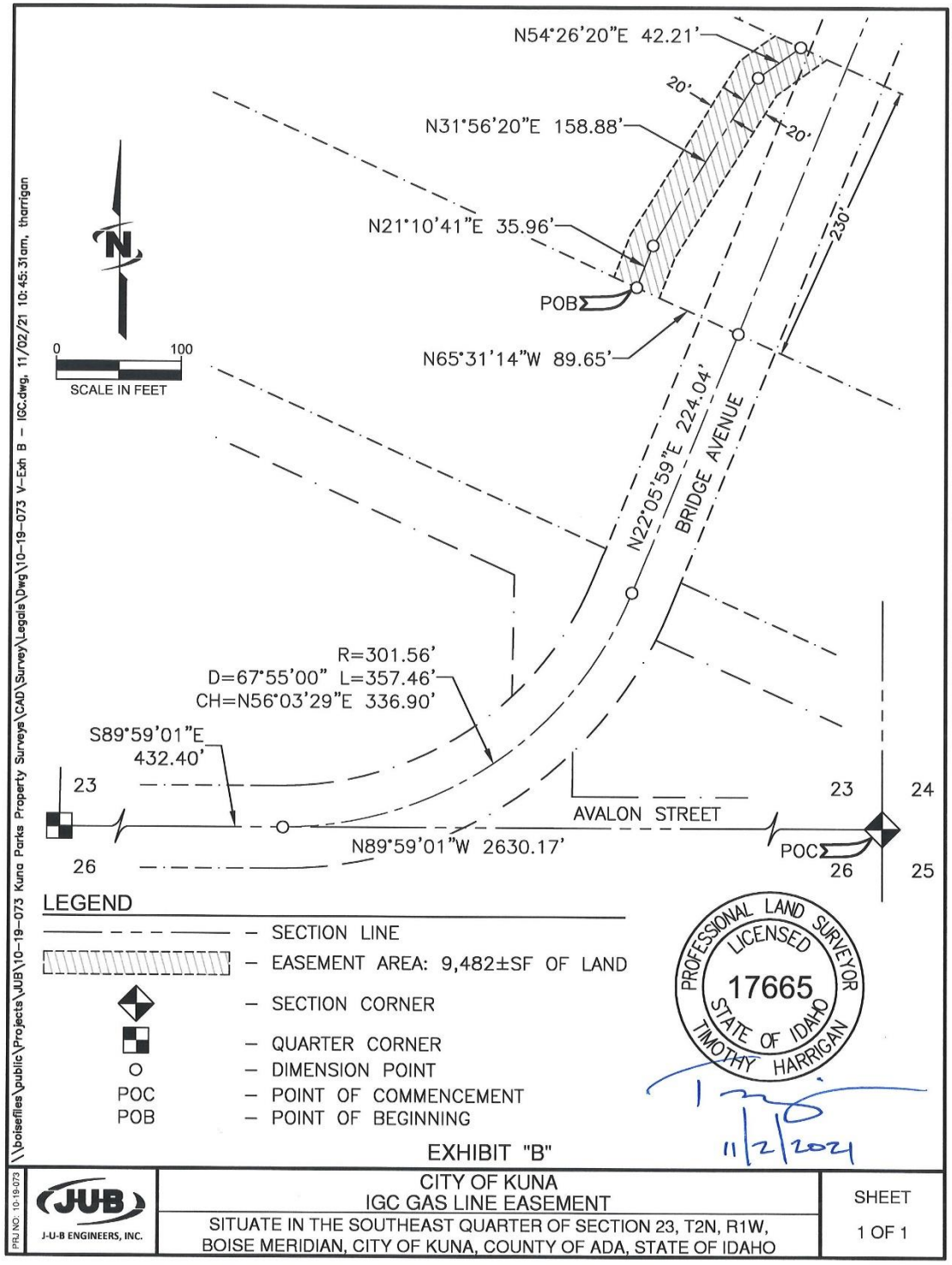
End of Description.

J-U-B ENGINEERS, Inc.
This description was prepared by me or under my supervision. If any portion of this description is modified or removed (including, but not limited to, the graphic portion shown on Exhibit "B") without the written consent of Timothy Harrigan, PLS, all professional liability associated with this document is hereby declared null and void.

Timothy Harrigan, PLS 17665

11/2/2021
Date




N54°26'20"E 42.21'
20'
N31°56'20"E 158.88'
20'
N21°10'41"E 35.96'
230'
POB
N65°31'14"W 89.65'
N22°05'59"E 224.04'
BRIDGE AVENUE
0
100
SCALE IN FEET
R=301.56'
D=67°55'00" L=357.46'
CH=N56°03'29"E 336.90'
S89°59'01"E
432.40'
23
23
24
AVALON STREET
N89°59'01"W 2630.17'
POC
26
26
25
LEGEND
– SECTION LINE
– EASEMENT AREA: 9,482±SF OF LAND
– SECTION CORNER
– QUARTER CORNER
O – DIMENSION POINT
POC – POINT OF COMMENCEMENT
POB – POINT OF BEGINNING
PROFESSIONAL LAND SURVEYOR
LICENSED
17665
STATE OF IDAHO
TIMOTHY HARRIGAN
11/2/2024
EXHIBIT "B"
\\boisefiles\public\Projects\JUB\10-19-073 Kuna Parks Property Surveys\CAD\Survey\Legals\Dwg\10-19-073 V-Exh B - IGC.dwg, 11/02/21 10:45:31am, tharrigan
PRJ NO. 10-19-073
JUB
J-U-B ENGINEERS, INC.
CITY OF KUNA
IGC GAS LINE EASEMENT
SITUATE IN THE SOUTHEAST QUARTER OF SECTION 23, T2N, R1W,
BOISE MERIDIAN, CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO
SHEET
1 OF 1

RESOLUTION NO. R64-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE "*CROSS ACCESS EASEMENT*" AGREEMENT WITH ADA COUNTY HIGHWAY DISTRICT (ACHD), A BODY POLITIC AND CORPORATE OF THE STATE OF IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The *"Cross Access Easement"* agreement with Ada County Highway District, attached hereto as **"EXHIBIT A"** is hereby approved by the City of Kuna, Idaho as the beneficiary of said easement.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of December, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of December, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

(Reserved for Ada County Recorder)

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 2021, by and between, CITY OF KUNA hereinafter referred to as "GRANTOR" and **ADA COUNTY HIGHWAY DISTRICT, A Body Politic And Corporate Of The State Of Idaho**, hereinafter referred to as "GRANTEE";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTEE desires to obtain an easement on, under and across the Servient Estate for the purposes hereinafter described, and, for the consideration and on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to GRANTEE.

SECTION 2. Grant and Authorized Use; Use Not Exclusive.

2.1 On the terms and conditions hereinafter set forth, Grantor hereby grants to GRANTEE an **easement appurtenant** on, under and across the Servient Estate for the following uses and purposes ("Authorized Use") and no others:

Cross Access of vehicles by GRANTEE and its guests, invitees, contractors or agents, to Ada County Tax Assessor Parcel No. **R0615253178** ***(hereinafter "Servient Estate").***

2.2 This Agreement does not extend to GRANTEE the right to use the Servient Estate to the exclusion of GRANTOR for any purpose within its authority and discretion. GRANTEE's use is subject to the and it is not intended to, and shall not, preclude or impede use of the Servient Estate by GRANTOR.

SECTION 3. Consideration.

There is no fee for GRANTEE's Authorized Use of the Servient Estate under this Agreement.

SECTION 4. Construction or Installation of Improvements.

GRANTEE shall make no improvements in, on or under the Servient Estate without the express written consent of GRANTOR.

SECTION 5. Maintenance.

At its sole cost and expense, GRANTEE shall maintain the Servient Estate in good condition and repair and as required to satisfy all requirements of applicable laws and policies.

SECTION 6. Compliance with the Law; Hazardous Wastes Prohibited.

GRANTEE hereby covenants and agrees to comply in all respects with any and all federal, state and local statutes, law, ordinances, codes, policies, rules and regulations and obtain any and all permits and approvals in connection with the Authorized Use, and the maintenance and use of this Easement, including, without limitation, those relating to traffic and pedestrian safety, the Clean Water Act and/or relating to Hazardous Materials (defined as any substance or material defined or designated as a hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future). GRANTEE covenants and agrees to indemnify and hold GRANTOR harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorneys' fees), arising directly or indirectly from or in any way connected with the breach of the foregoing covenant. GRANTEE's covenant hereunder shall survive the termination of this Agreement.

SECTION 7. Indemnification; Release.

GRANTEE shall indemnify and save and hold harmless GRANTOR from and against all claims for damages, injury or death caused by or arising out of GRANTEE's Authorized Use on the Servient Estate.

SECTION 8. No Title in GRANTEE. GRANTEE shall have no right, title or interest in or to the Servient Estate other than the right to use the same pursuant to the terms of this Agreement.

SECTION 9. Covenants Run with the Land.

Unless and until this Easement is terminated as provided in Section 10, it shall be a burden upon the Servient Estate and shall be appurtenant to and for the benefit of the Dominant Estate, and shall run with the land.

SECTION 10. Termination.

10.1 In the event GRANTEE shall fail or neglect to perform its agreements and obligations incumbent upon it to perform hereunder in the time and manner required, GRANTOR may terminate this Agreement and the Easement herein granted on thirty (30) days' advance written notice to GRANTEE; provided, if during such thirty (30) day notice period GRANTEE commences to perform its obligations hereunder and diligently proceeds to cure such default(s), this Agreement and the Easement herein granted shall not terminate but shall continue in full force and effect.

SECTION 11. Modification.

This Agreement may not be amended in whole or in part except by written instrument, duly executed by the parties and acknowledged and recorded in the Official Records of Ada County, Idaho.

SECTION 12. Attorneys' Fees and Costs.

In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover their or its costs incurred therein, including reasonable attorneys' fees.

SECTION 13. Exhibits.

All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

SECTION 14. Successors and Assigns.

This Agreement, the Easement herein granted, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

SECTION 15. Recordation.

This Agreement shall be recorded in the Official Real Property Records of Ada County, Idaho.

SECTION 16. Warranty of Authority to Execute.

18.1 The person executing this Agreement on behalf of GRANTOR represents and warrants due authorization to do so on behalf of GRANTOR, and that upon execution of this Agreement on behalf of GRANTOR, the same is binding upon, and shall inure to the benefit of, GRANTOR.

18.2 The person executing the Agreement on behalf of GRANTEE represents and warrants due authorization to do so on behalf of GRANTEE, and that upon execution of this

Agreement on behalf of GRANTEE, the same is binding upon, and shall inure to the benefit of, GRANTEE.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day, month and year first set forth above.

GRANTOR: City of Kuna

_____
By:
Its:

_____
By:
Its:

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2021, before me, _____, a Notary Public in and for the state of Idaho, personally appeared _____, known or identified to me to be the persons who executed this instrument and acknowledged to me that they 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 at: _____
My commission expires: _____

GRANTEE: Ada County Highway District

_____
By:
Its:

_____
By:
Its:

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 20__, before me, _____, a Notary Public in and for the state of Idaho, personally appeared _____ known or identified to me to be the persons who executed this instrument and acknowledged to me that they 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 at: _____
My commission expires: _____



J-U-B ENGINEERS, INC. THE LANGDON GROUP GATEWAY MAPPING INC. J-U-B FAMILY OF COMPANIES

Exhibit "A"
ACHD Easement
Boundary Description
J-U-B Project No. 10-19-006 *July 9, 2021*

A tract of land situate in the northwest quarter of Section 25, in Township 2 North, Range 1 West, Boise Meridian, lying in the City of Kuna, County of Ada, State of Idaho, and being more particularly described as follows:

Commencing at the north quarter corner of Section 26, Township 2 North, Range 1 West, Boise Meridian;

thence from said Point of Commencement, South 89°59'01" East, coincident with the north line of said Section 26, a distance of 2,630.17 feet to the most northwest corner of the aforesaid Section 25; thence South 88°37'58" East, coincident with the north line of said Section 25, a distance of 1,309.33 feet to a ?? cap marking the west sixteenth on the north line of said Section 25; thence leaving said north line, South 00°01'14" East, coincident with the east line of the northwest quarter of the northwest quarter of said Section 25, a distance of 323.87 feet to the **Point of Beginning** of this description, said point being hereinafter referred to as Point "A";

thence from said **Point of Beginning**, leaving said east line, the following seven (7) consecutive courses and distances:

1. North 89°58'46" East, a distance of 68.00 feet,
2. South 00°01'14" East, a distance of 120.00 feet,
3. South 89°58'46" West, a distance of 68.00 feet to a point aforesaid east line,
4. leaving said east line, continuing South 89°58'46" West, a distance of 12.00 feet,
5. North 00°01'14" West, a distance of 88.82 feet,
6. North 30°01'14" West, a distance of 36.00 feet, and
7. North 89°58'46" East, a distance of 30.00 feet to the **Point of Beginning**;

EXCEPTING THEREFROM, a tract of land described as follows:

Commencing at the aforesaid Point "A"; thence from said Point "A", South 00°01'14" East, coincident with the aforesaid east line, a distance of 31.00 feet; thence leaving said east line, North 89°58'46" East, a distance of 11.00 feet to the **Point of Beginning** of the Excepted Area;

Thence from said **Point of Beginning**, the following four (4) consecutive courses and distances:

1. continuing North 89°58'46" East, a distance of 34.00 feet,

2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5313 W www.jub.com P 208.376.7330

2. South 00°01'14" East, a distance of 63.00 feet,
3. South 89°58'46" West, a distance of 34.00 feet, and
4. North 00°01'14" West, a distance of 63.00 feet to the **Point of Beginning.**

All of the above described tracts contain a net area of 7,738 square feet of land, more or less.

The above-described tracts of land are shown on Exhibit "B", attached hereto and made a part hereof.

End of Description.

J-U-B ENGINEERS, Inc.
This description was prepared by me or under my supervision. If any portion of this description is modified or removed (including, but not limited to, the graphic portion shown on Exhibit "B") without the written consent of Timothy Harrigan, PLS, all professional liability associated with this document is hereby declared null and void.

Timothy Harrigan, PLS 17665

7/9/2021
Date



LINE TABLE		
NO.	BEARING	DIST.
L1	N89°58'46"E	68.00'
L2	S89°58'46"W	68.00'
L3	S89°58'46"W	12.00'
L4	N00°01'14"W	88.82'
L5	N30°01'14"W	36.00'
L6	N89°58'46"E	30.00'
L7	S00°01'14"E	31.00'
L8	N89°58'46"E	11.00'
L9	N89°58'46"E	34.00'
L10	S00°01'14"E	63.00'
L11	S89°58'46"W	34.00'
L12	N00°01'14"W	63.00'

LEGEND

- ——— – – – ——— – SECTION LINE
- ---------- – TIE LINE
- —·——·——·—— – ADJOINER PROPERTY LINES
-  – NET ESMT AREA: 7,738± SF OF LAND
-  – SECTION CORNER
-  – QUARTER CORNER
- ○ – DIMENSION POINT
- ◉ – FOUND MONUMENT
- POC – POINT OF COMMENCEMENT
- POB – POINT OF BEGINNING

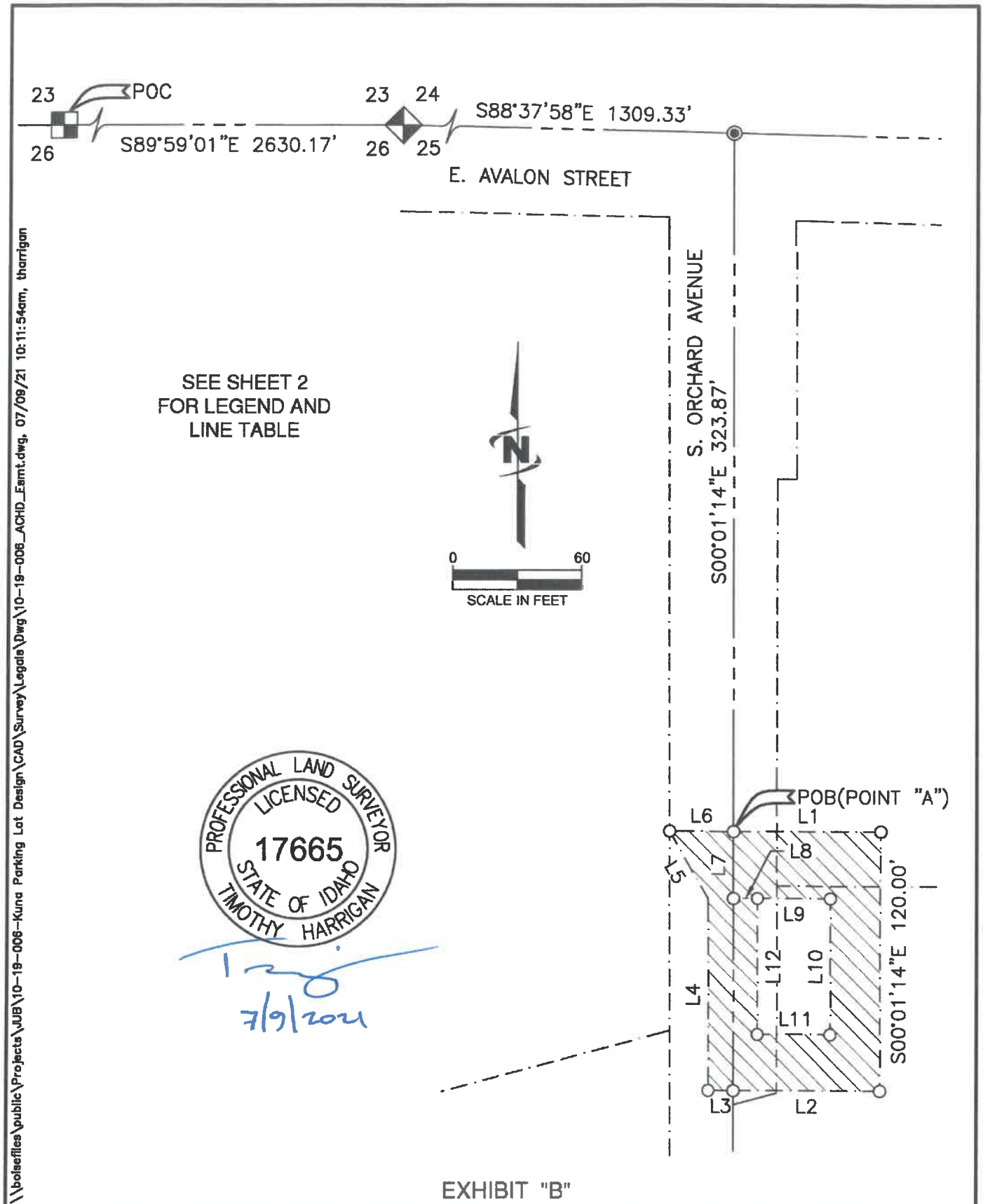


7/9/2021

EXHIBIT "B"

PRJ NO: 10-19-006	ACHD EASEMENT KUNA RECREATION DISTRICT	SHEET
J-U-B ENGINEERS, INC.	A PORTION OF THE NW QUARTER SECTION 25, T2N, R1W, B.M. CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO	2 OF 2

\\boiseffiles\public\Projects\JUB\10-19-006-Kuna Parking Lot Design\CAD\Survey\Legals\Dwg\10-19-006_ACHD_Esmt.dwg, 07/09/21 10:11:45am, tharrigan



\\boisefiles\public\Projects\JUB\10-19-006-Kuna Parking Lot Design\CAD\Survey\Legals\Dwg\10-19-006_ACHD_Esmt.dwg, 07/09/21 10:11:54am, tharrigan

EXHIBIT "B"

PRJ NO: 10-19-006

J-U-B ENGINEERS, INC.

ACHD EASEMENT
KUNA RECREATION DISTRICT
A PORTION OF THE NW QUARTER SECTION 25, T2N, R1W, B.M.
CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO

SHEET
1 OF 2

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

MEMO

Date: December 7, 2021
From: Morgan Treasure, Economic Development Director
To: Kuna City Council
RE: Project Development Agreement (Brisbie LLC)

City Council Members,

Staff has been working closely with representatives from Brisbie LLC to develop a portion of the East Kuna industrial area into a site that would be appropriate for their proposed project. Their project includes a large-scale data center and the associated systems to operate the facility. This will be a multi-year construction project that will involve their proposed building site as well as many off-site improvements.

This agreement affirms that the project is considered an allowed use according to our code and that the City will not impose any additional regulations outside of the normal permitting and review processes. It also allows for Brisbie to request expedited review and for the City to seek reimbursement for the costs associated with the additional staffing to meet expedited timelines. A process for including additional property under the terms of this agreement, and a definition of what parcels can be considered under those terms have been included.

In order for this project to be viable, water and wastewater services must be available for connection. Brisbie LLC will design and construct a water and wastewater system that will handle their capacity and be expandable for other users to connect to, opening up the whole industrial area for further development. Details for the water and wastewater systems are outlined in the Infrastructure and Water and Wastewater Service Agreements coming before you as separate approvals.

As required by the M-1 Development Agreement, Brisbie LLC and the City worked together to analyze the projected fiscal impacts of the project on the tax base and how the House Bill 389 legislation would affect the City's ability to provide the required tax supported services. Brisbie LLC agrees to make a one-time payment of 8.4 million dollars to mitigate these impacts and allow the City to maintain the appropriate level of service, particularly focusing on public safety. This payment will be receipted to the general fund and will be allocated to meet the needs of the police service budget on an annual basis for the next 21 years.

This project involves a business use that has been subject to industry-specific taxing and regulations in other states and jurisdictions. The language in Section 6 affirms the company's rights to oppose new taxes that would impact their company and this project and restricts city staff from recommending new taxes that would target this project. This agreement also specifies processes for termination, transfer and outlines the protection of confidential business information.

Thank you for your consideration,

Morgan Treasure
Economic Development Director
mtreasure@kunaid.gov

RESOLUTION NO. R65-2021

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 PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC**
- **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 of Kuna to enter into that certain Agreement entitled "Project Development 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 "Project Development Agreement", by and between the City of Kuna and Brisbie LLC, a copy of the agreement is attached hereto marked **"EXHIBITA",** 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 Project Development 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 Brisbie LLC.

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 7th day of December, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of December, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2021 ("Effective Date") by and between the City of Kuna, a municipal corporation of the State of Idaho (the "City") and Brisbie LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the "Company"). The City and Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

A. The City has City Authority.

B. The Company owns the Subject Real Property.

C. The City has annexed the Subject Real Property and rezoned it M-1 *Light Manufacturing Industrial District*, subject to the M-1 Development Agreement by and between the City and the Original Owners.

D. The City has also annexed real property, which is adjacent to the Subject Real Property, and rezoned it M-2 *Heavy Manufacturing/Industrial District* subject to the M-2 Development Agreement.

E. The Company proposes to establish on the Subject Real Property the Project.

F. The Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, water and wastewater infrastructure, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the City.

G. The Company is unwilling to risk such capital and resources on the development of the Project and related infrastructure without sufficient assurances from the City that, among other things, (i) the Subject Real Property has been adequately entitled and zoned to permit the development and operation of the Project, (ii) all required permits, approvals and entitlements for the Project have been granted, (iii) all necessary public infrastructure will be available to facilitate and support the development and operation of the Project, and (iv) the City zoning ordinances, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project will remain unchanged with respect to the Subject Real Property and the Project.

H. The City finds developments, such as the Project, to be in the public interest, welfare, trade, commerce, and industry of the City and thus desires to encourage and cooperate with the development of the Project in order to recruit the Project to the City.

I. The Parties desire to incorporate their understandings and the City's assurances with respect to the Project with this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

SECTION 1
DEFINITIONS

1.1 "**Applicable Rules**" Means and refers to all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date.

1.2 **"City Authority"** Means and refers to the following:

1.2.1 The annexation authority of the City pursuant to the annexation statute (I.C. § 50-222) to annex lands, which are adjacent to the existing City boundaries upon consent of the owners, when the annexation of those lands is reasonably necessary to assure the orderly development of the City in a manner that is efficient and economically viable for both tax-supported and fee-supported City services and that equitably allocates the costs of public services in the management and development of the urban fringe of the City; and

1.2.2 The authority of the City pursuant to the Local Land Use Planning Act (I.C. § 67-6501 et seq.) to exercise the powers conferred by the Act and to ensure that adequate public facilities and services are provided to the people at reasonable cost; (I.C. § § 67-6502(b)).

1.3 **"City Council"** Means and refers to the Kuna City Council, which is the legislative body of the City.

1.4 **"City Property Tax Supported Services"** Means and refers to the City services and operations, which are not City proprietary fee supported services and which are either partially funded or totally funded by property taxes.

1.5 **"Effective Date"** Means and refers to the date this Agreement takes effect, delineated by the date entered by the Parties in the preamble of this Agreement upon full execution of this Agreement, which must occur on or before September 30, 2022.

1.6 **"Infrastructure Agreement"** Means and refers to that certain agreement by and between the City and the Company, titled Infrastructure Agreement and dated as of the Effective Date.

1.7 **"M-1 Development Agreement" Means** and refers to that certain agreement by and between Ray and Susan Montierth; and Pleasant Valley Agriculture, LLC, (who were the owners of the Subject Real Property when it was annexed and zoned) and the City, governing the City Zoning of the Subject Real Property as a condition of the Zoning approval.

1.8 **"M-2 Development Agreement"** Means and refers to that certain agreement by and between Ray and Susan Montierth and the City governing the City Zoning of the real property, which is the subject of the Agreement, as a condition of the Zoning approval.

1.9 **"Force Majeure Event"** Means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornadoes, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.

1.10 **"Project"** Means and refers to the development and use Developer proposes to construct and operate on the Subject Real Property, which includes a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Subject Real Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on, adjacent or near the Subject Real Property that are reasonably related to the data center(s).

1.11 **"Subject Real Property"** Means and refers to that certain real property located in Ada County, Idaho, legally described and depicted in ***Exhibit A***.

1.12 **Taxes"** Means and refers to any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

1.13 **"Zoning"** Means and refers to the City's M-1 Zone.

1.14 **"Zoning Ordinance"** Means and refers to the Kuna City Code.

SECTION 2
PARTIES' AUTHORITY AND ACTIONS

2.1 **City Authority.** The City represents and warrants to the Company that (a) the City has City Authority with the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

2.2 **Company Authority.** The Company represents and warrants to the City that (a) the Company has full power and authority to enter into this Agreement and to acquire the Subject Real Property; (b) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with the terms hereof; and (c) execution and delivery of this Agreement has been validly authorized in accordance with the provisions of the Company's operating agreement.

SECTION 3
ENTITLEMENTS

3.1 **Entitlement to Develop.** The City represents to the Company that, as of the Effective Date: (i) the City annexed and zoned the Subject Real Property with the Zoning; (ii) the Zoning applies to the Subject Real Property pursuant to the Zoning Ordinance; (iii) the City has determined the Project qualifies as a Data Processing Facility, an allowed use in the Zoning pursuant to the Zoning Ordinance; and (iv) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Project or any portion thereof in compliance with the use, density, design, height, setback and signage regulations and requirements and other development entitlements incorporated in the Project Approvals in accordance with the M-1 Development Agreement. Upon obtaining the Project Approvals, the Company will have the vested right to develop, construct and operate the Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the Applicable Rules.

3.2 **Alternative Energy.** The City acknowledges that the Company is exploring (but shall not be obligated to pursue) options to use alternative energy sources, including solar panels, geothermal cooling and wind energy, to operate the Project or a portion thereof.

3.3 **Project Approvals.** The City represents to the Company that the Project Approvals are the only permits, approvals, reviews and actions that are required to commence and complete the development of the Project under the Applicable Rules. Nothing herein shall prohibit the Company from subsequently seeking other or further permits, approvals, reviews or other actions in connection with the Project as may be deemed necessary or desirable by the Company in its sole discretion, subject to the applicable rules in force and effect at the time the applications are filed and the M-1 Development Agreement. The City has taken all of the actions with respect to the completed Project Approvals indicated on ***Exhibit B*** and shall process any and all remaining Project Approvals set forth on ***Exhibit B*** promptly upon application therefore.

3.4 **Timeframes and Staffing for Processing and Review.** The Company may request the City to expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Project. Further, the Company may request the City to assign a building inspector who is dedicated to the prompt review of any and all

plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Project. The Company shall timely notify the City of such requests and, upon receipt of an invoice from the City, shall pay all reasonable costs incurred by the City, which will include necessary contracted building official costs, specifically related to the processing of such requests, but will not include any other related costs of City Property Tax Supported Services.

3.5 **Other Approvals.** The City shall assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Subject Real Property, the Project and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project. If City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall establish, within ten (10) Business Days (as defined below), the process for taking final action following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process.

SECTION 4
ADDITIONAL PROPERTY

4.1 **Additional Property.** The Company may from time to time acquire additional real property (whether in one or more parcels, "Additional Property"), and subject to the following process and qualifications, this Agreement shall apply to such Additional Property and the definition of "Subject Real Property" shall include such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto:

4.1.1 The Company must provide notice to the City Planning and Zoning Department to amend this Agreement to include qualifying Additional Property within five (5) years after the Effective Date, subject to the extension provision in Section 4.1.1.1.

4.1.1.1 Extension: The Company may file with the City written requests for one-year extensions of the date set forth in Section 4.1.1. Under no circumstances, will the City Council be obligated to grant the extension requests.

4.1.2 The Additional Property must have been an existing parcel contiguous to the Subject Real Property upon the Effective Date as depicted on ***Exhibit C***.

4.1.3 The Additional Property must be owned by the Company.

4.1.4 The application for annexation and zoning of the Additional Property must request a light industrial (M-1) zoning classification.

4.1.5 The Additional Property shall be subject to a development agreement with the following conditions:

4.1.5.1. The terms and conditions of the M-1 Development Agreement and this Project Development Agreement; and

4.1.5.2. Any use of the Additional Property shall be by the Company as an adjunct to the Project; and

4.1.5.3. The terms and conditions of the Infrastructure Agreement shall apply to any additional water and/or wastewater infrastructure, needed to serve the development of the Additional Property, and

4.1.5.4. The additional real property, when fully developed, will not increase the Company's rights to receive water and/or wastewater services, pursuant to this Agreement; and

4.1.5.5. This Agreement is to be amended accordingly upon the annexation of any additional real property.

4.1.6 The provisions in this Section 4 do not relieve the Company from obtaining any necessary approvals to use the Additional Property such as annexation, zoning, design review, and building permits.

SECTION 5
COMPANY EFFORTS

5.1 **Property for Infrastructure.** In the event the Company establishes the Project, it shall, at no cost to the City, convey (by deed or by long-term lease, or direct a third party to convey through deed or long-term lease,) to the City certain real properties, which the Company has the right to acquire or to direct the conveyance of, for the purpose of siting of certain water and wastewater improvements. These real properties will consist of: (1) approximately 160 acres of land, as more particularly described in ***Exhibit D*** hereto ("Lagoon Property"), and (2) certain real property that will be sufficient to site, operate, and maintain the components of the water and sewer infrastructure (the "Certain Real Properties"). The City will have conducted its own inspection and investigation into the Lagoon Property and the Certain Real Properties in the approval process of the Infrastructure Agreement and agrees, as a condition of its acceptance, to accept the Certain Real Properties on an "as is" basis and to use them solely for municipal services purposes.

5.2 **Mitigation Payment for City Property Tax Supported Services.** The Parties acknowledge that the Project currently is located outside of the City's target response times for emergency service providers and, as a result, may require additional staffing to adequately serve the Project site until such time as the City expands services into the Project area. The Parties further acknowledge that recent property tax legislation known as House Bill No. 389, approved by the Idaho Legislature and signed into law effective January 1, 2021, may negatively impact the City's ability to fund City Property Tax-Supported Services. To mitigate projected fiscal impacts to the City of additional costs required to serve the Project site, the Parties agree the Company shall provide to the City a one-time mitigation payment in the amount of Eight Million Four Hundred Thousand Dollars ($8,400,000.00), to be paid upon issuance of the first building permit for a Project

building on the Property, excluding permits for infrastructure improvements. The Parties agree that this mitigation payment will fully satisfy all negative fiscal impacts of the Project on the City Property Tax Supported Services. The Parties agree that this mitigation payment fully satisfies the requirements in Section 3.2 of the M-1 Development Agreement.

SECTION 6
TAXES

6.1 **Right to Oppose.** The Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.

6.2 **New Taxes.** During the Term, City staff shall not recommend or support any new Taxes that are applicable to the Project, or the Subject Real Property.

SECTION 7
TERM

7.1 **Term**. The term of this Agreement (the "Term") commences on the Effective Date and continues until terminated in accordance with this Agreement.

7.2 **Termination**. This Agreement terminates as follows:

7.2.1 On September 30, 2025, in the event the Company has not filed with the City an application for building permit, subject to the extension provision in Section 7.2.1.1.

7.2.1.1 : Extension: The Company may file with the City written requests for one-year extensions of the termination date set forth in Section 7.2.1. Under no circumstances, will the City Council be obligated to grant the extension requests.

7.2.2 The Company may at any time and for any reason terminate this Agreement automatically upon written notice being provided to the City, subject to:

7.2.2.1 The Company promptly remediating any hazardous or unsafe conditions on site, as required by Federal, State law and City Ordinance, that may be present as a result of the Company's ground disturbance activities or partial construction of Project structures; and

7.2.2.2 The Company is not then in default of this Agreement beyond the notice and cure period.

SECTION 8
THIRD PARTY TRANSACTIONS

8.1 **Estoppel Certificate.** At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a

binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an "Estoppel Certificate"). The City's Mayor or its authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 8.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Subject Real Property.

8.2 **No Third Party Beneficiaries.** The only parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

SECTION 9
DEFAULT AND REMEDIES

9.1 **Generally.** In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) Business Days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or specific performance or both.

9.2 **Mutual Waiver of Consequential Damages.** Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

SECTION 10
MISCELLANEOUS

10.1 **Force Majeure.** If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible.

10.2 **Recitals.** The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

10.3 **Notice.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Postal Service. Until further notification by written notice in the manner required by this Section 10.3, notices to the Parties shall be delivered as follows:

City: City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

Company: Brisbie LLC
c/o Givens Pursley LLP
Attn: Deborah Nelson
Givens Pursley LLP
601 West Bannock Street
Boise, ID 83702

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

10.4 **Assignment.** The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Subject Real Property. If the Company sells the Subject Real Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Subject Real Property, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder. The Company shall provide written notice to the City of any assignment (including a conformed written copy of the assignment).

10.5 **Run with the Land.** The Company may record in the Official Records of Ada County a memorandum of this Agreement setting forth the existence of this Agreement. This Agreement shall run with the Subject Real Property and any portion thereof as it may be subdivided or recombined.

10.6 **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement

shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.

10.7 **Waivers.** Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

10.8 **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.

10.9 **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

10.10 **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall

constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

10.11 Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Idaho. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Idaho, then the date for performance thereof shall be extended to the next Business Day.

10.12 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

10.13 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.

10.14 Attorneys' Fees. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses. The provisions of this Section 10.14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge or be deemed to have merged into any judgment.

10.15 **Further Assurances.** Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

10.16 **Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

10.17 **Ethical Business Practices; No Procurement Process.** In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all Applicable Rules and applicable laws, including without limitation anti-corruption legislation, and that it has used and shall use only legitimate and ethical business practices. The performance any obligations under this Agreement does not require the Company to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.

[Signatures appear on following page]

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

CITY:

City of Kuna,
a municipal corporation of the State of Mayor

By:_____
Name:_____
Title: Mayor

ATTEST:

By:_____
Name:_____
Title: City Clerk

COMPANY:

Brisbie LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: _____

EXHIBIT A

SUBJECT REAL PROPERTY

The Land referred to herein below is situated in the County of Ada, State of ID, and is described as follows:

PARCEL 1:

LOT 2, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

PARCEL 2:

LOTS 3 AND 4 AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, IN ADA COUNTY, STATE OF IDAHO.

PARCEL 3:

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 0°08'05" WEST BETWEEN THE 5/8" REBAR ILLEGIBLE CAP MARKING THE SOUTHWEST CORNER OF SECTION 6, AND THE ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SECTION 6, BOTH IN TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN

PARCEL B RECORD OF SURVEY 10795 BEING A PORTION OF GOVERNMENT LOT 1, GOVERNMENT LOT 2 AND 3, SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SECTION 6; THENCE

SOUTH 0°05'21" WEST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/6" REBAR WHICH IS THE POINT OF BEGINNING; THENCE CONTINUING

SOUTH 0°05'21" WEST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2107.72 FEET TO THE EAST QUARTER OF SAID SECTION 6; THENCE

NORTH 89°17'57" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2645.64 FEET TO A 5/8" REBAR MARKING THE C1/4 CORNER OF SAID SECTION 6; THENCE

NORTH 89°17'57" WEST, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1318.37 FEET TO A 5/8" REBAR MARKING THE CW1/16 CORNER; THENCE

NORTH 0°09'14" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 2663.23 FEET TO A 5/6" REBAR MARKING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE

SOUTH 89°25'26" EAST, COINCIDENT WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1324.71 FEET TO A 1/2" REBAR MARKING THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE

SOUTH 89°00'46" EAST, COINCIDENT WITH THE NORTH LINE OF GOVERNMENT LOT 2 AND 1, A DISTANCE OF 2250.75 FEET TO A 5/8" REBAR; THENCE

SOUTH 0°05'21" WEST PARALLEL WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/8" REBAR; THENCE

SOUTH 89°00'46" EAST, PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 1, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

PARCEL B OF ROS 11735, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER OF CORNER OF SAID SECTION 6 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 6 BEARS

SOUTH 89°00'46" EAST, 2,650.75 FEET;

THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6

SOUTH 89°00'46" EAST, 1,348.00 FEET TO THE REAL POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE

SOUTH 89°00'46" EAST, 902.76 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE

SOUTH 00°05'21" WEST, 545.00 FEET; THENCE

SOUTH 89°00'46" EAST, 400.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID SECTION 6; THENCE ALONG SAID EAST BOUNDARY LINE

SOUTH 00°05'21" WEST, 2,107.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE THE EAST-WEST CENTERLINE OF SAID SECTION 6

NORTH 89°17'57" WEST, 1,302.66 FEET; THENCE LEAVING SAID EAST-WEST CENTERLINE

NORTH 00°05'21" EAST, 2,659.23 FEET TO THE REAL POINT OF BEGINNING.

and

A portion of the NE 1/4 of Section 6, T.1N., R.2E., B.M., Ada County, Idaho being more particularly described as follows:

Commencing at the N1/4 of corner of said Section 6 from which the NE corner of said Section 6 bears South 89°00'46" East, 2,650.75 feet;

thence along the North boundary line of said Section 6 South 89°00'46" East, 1348.00 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said North boundary line South 89°00'46" East, 902.76 feet;

thence leaving said North boundary line South 00°05'21" West, 545.00 feet;

thence South 89°00'46" East, 400.00 feet to a point on the East boundary line of said Section 6;

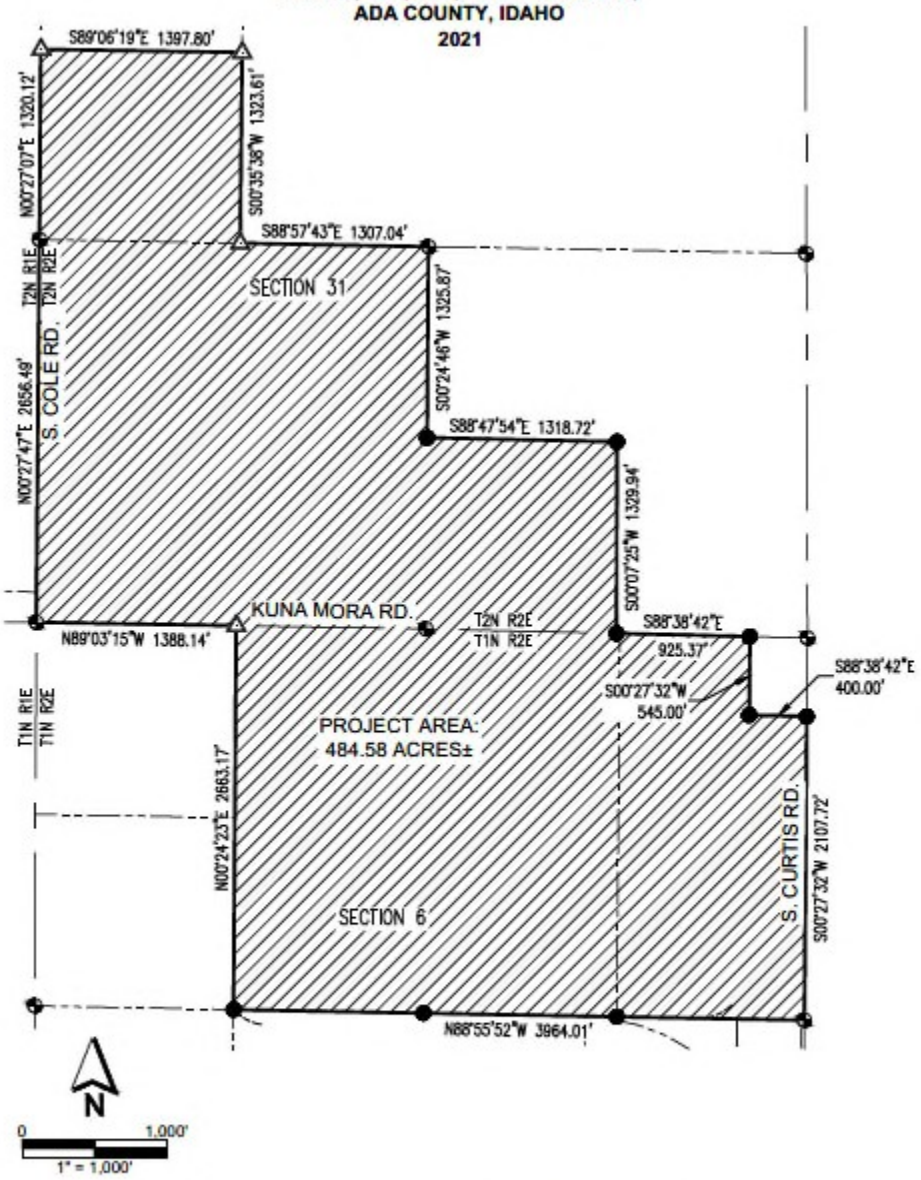
thence along said East boundary line South 00°05'21" West, 2,107.72 feet to the E1/4 corner of said Section 6;

thence the East-West centerline of said Section 6 North 89°17'57" West, 1,302.66 feet;

thence leaving said East-West centerline North 00°05'21" East, 2,659.23 feet to the **REAL POINT OF BEGINNING**. Containing 74.42 acres, more or less.



EXHIBIT MAP
LOCATED IN SEC. 6, T1N, R2E, &
SEC. 31, T2N, R2E, BOISE MERIDIAN,
ADA COUNTY, IDAHO
2021



PROJECT: PEREGRINE - EAST KUNA	Parametrix ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES 7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714 P 208.898.0012 WWW.PARAMETRIX.COM
PROJECT AREA	
DATE: NOVEMBER 23, 2021 SHEET 1 OF 1	

EXHIBIT B

PROJECT APPROVALS

Completed Project Approvals

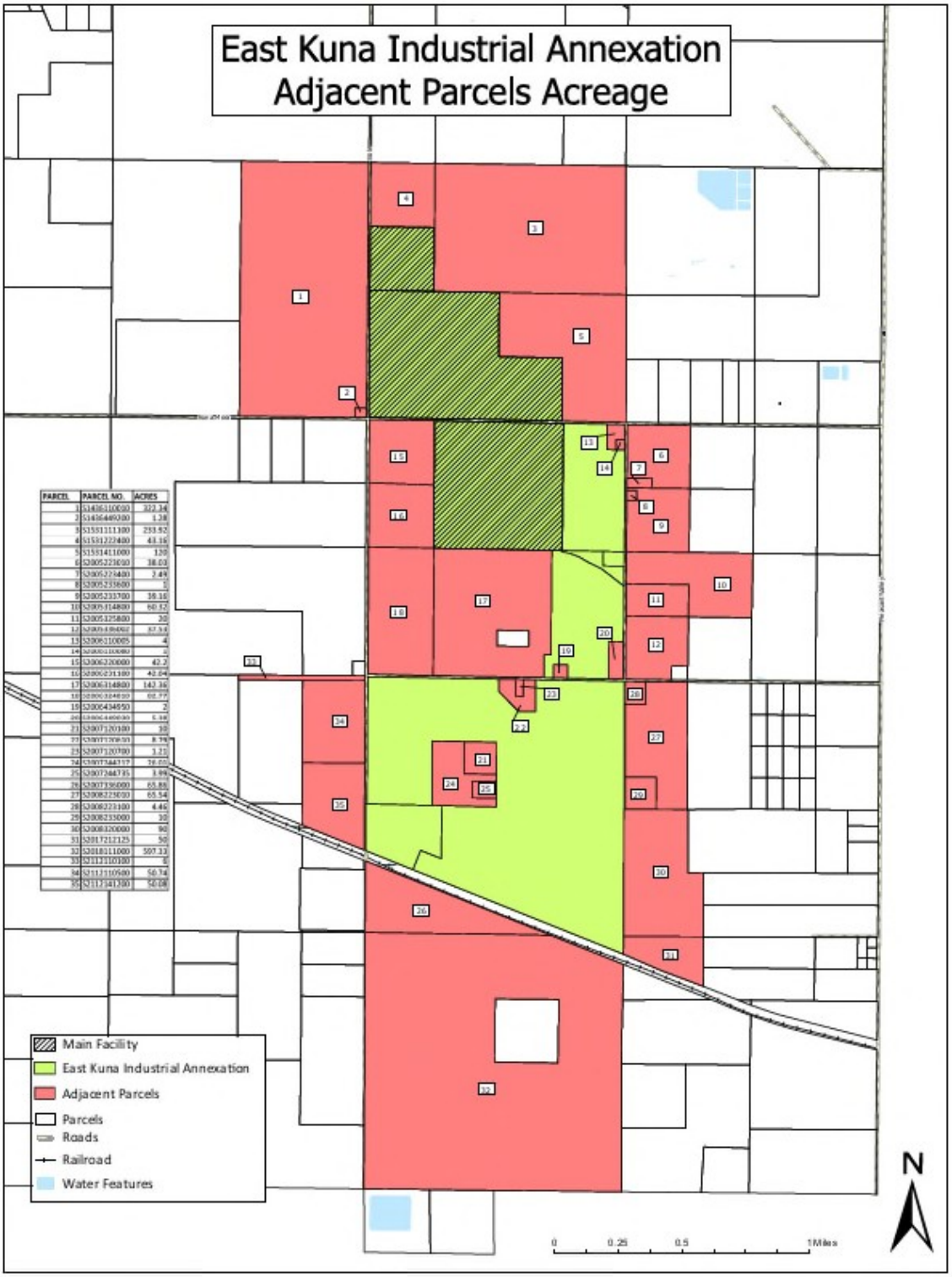
1. City Council approval of the annexation and Zoning of the Subject Real Property and the M-1 Development Agreement on November 2, 2021.
2. City Council approval of this Project Development Agreement on December 7, 2021.

Remaining Project Approvals

1. Design Review approval
2. Special Use Permit for substation, as needed
3. Special Use Permit for any alternative energy system, as needed.
4. Subdivision or Lot Line Adjustment, as needed
5. Building Permit
6. Occupancy Permit

EXHIBIT C

CONTIGUOUS PARCELS



PARCEL	PARCEL NO.	ACRES
1	S1436110030	322.34
2	S1436440030	1.28
3	S1531111130	233.92
4	S1531222480	43.16
5	S1531411000	120
6	S2005223650	38.03
7	S2005223640	2.49
8	S2005233600	1
9	S2005233700	38.16
10	S2005314800	60.52
11	S2005325800	20
12	S2005330002	37.34
13	S2006210005	4
14	S2006210080	0
15	S2006220000	42.2
16	S2006231100	42.04
17	S2006314800	142.16
18	S2006324810	68.77
19	S2006434850	2
20	S2006440030	5.38
21	S2007120100	10
22	S2007120200	8.79
23	S2007120700	1.21
24	S2007344717	78.69
25	S2007344735	3.99
26	S2007356000	65.86
27	S2008223650	65.54
28	S2008223100	4.46
29	S2008233000	10
30	S2008320000	90
31	S2017212125	50
32	S2018111000	597.33
33	S2112110100	8
34	S2112110500	50.74
35	S2112341200	50.08

EXHIBIT D

LAGOON PROPERTY

An area of land being a portion of the East One Half of the East One Half of Section 7, AND a portion of the Northeast One Quarter of the Northeast One Quarter of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 7, thence on the east line of said Section 7, South 00° 07' 33" West, 1336.95 feet;

Thence South 00° 06' 26" West, 1337.05 feet;

Thence South 00° 06' 02" West, 2632.33 feet, to the Southeast corner of said Section 7;

Thence on the east line of said Section 18, South 01° 12' 13" West, 364.70 feet, to a point on the northerly right of way line of the Union Pacific Railroad;

Thence on said northerly right of way line, North 68° 05' 53" West, 1421.13 feet, to a point on the west line of said East One Half of the East One Half;

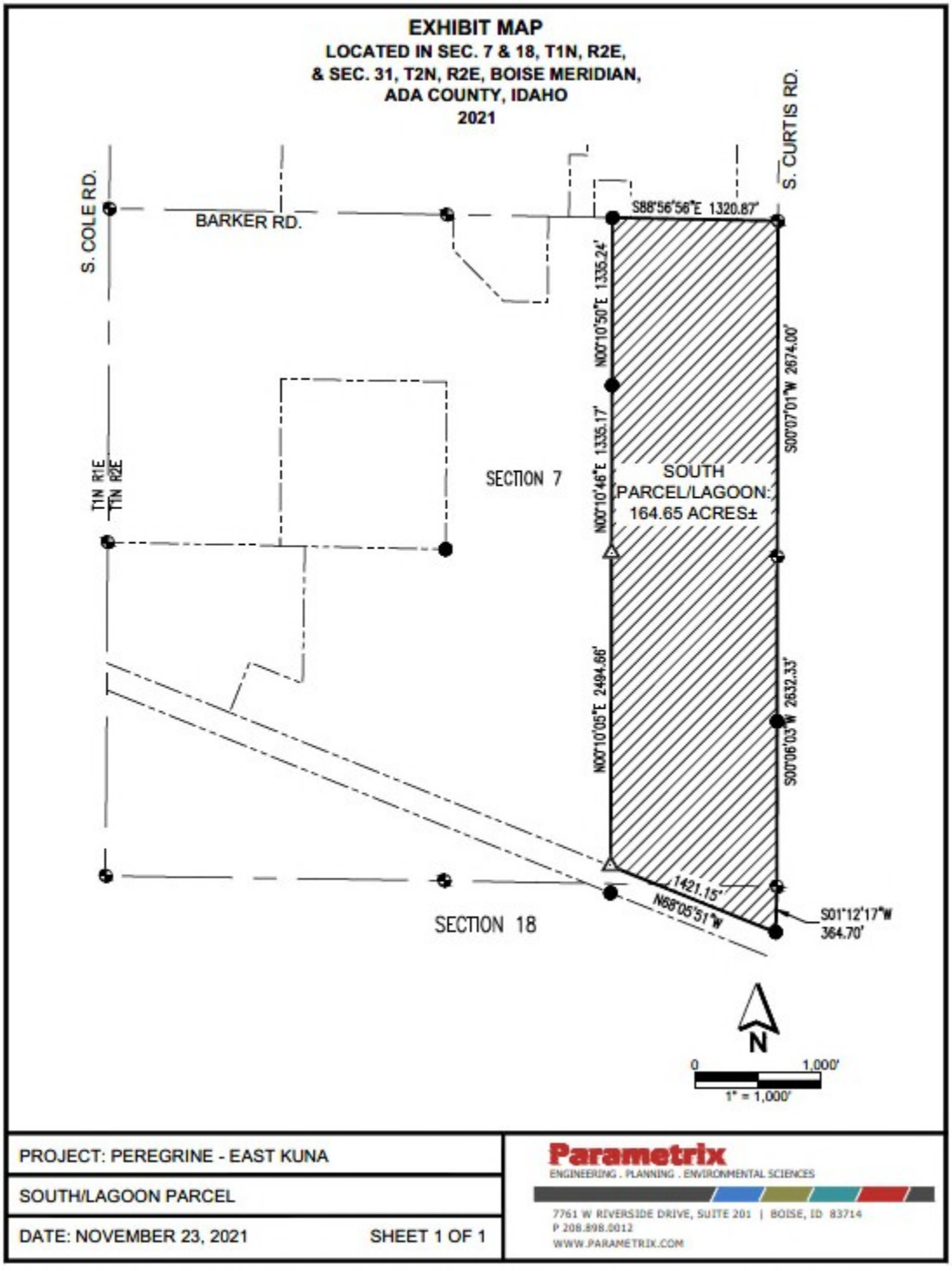
Thence on said west line, North 00° 10' 02" East, 2494.66 feet;

Thence North 00° 10' 43" East, 1335.17 feet;

Thence North 00° 10' 47" East, 1335.24 feet, to a point on the north line of said Section 7;

Thence on said north line, South 88° 56' 59" East, 1320.87 feet to the POINT OF BEGINNING.

The above-described area of land contains 164.65 acres, more or less.


EXHIBIT MAP
LOCATED IN SEC. 7 & 18, T1N, R2E,
& SEC. 31, T2N, R2E, BOISE MERIDIAN,
ADA COUNTY, IDAHO
2021
S. COLE RD.
BARKER RD.
S. CURTIS RD.
S88°56'56"E 1320.87'
N00°10'50"E 1335.24'
S00°07'01"W 2674.00'
N00°10'46"E 1335.17'
SECTION 7
SOUTH
PARCEL/LAGOON:
164.65 ACRES±
T1N R1E
T1N R2E
N00°10'05"E 2494.66'
S00°06'03"W 2632.33'
1421.15'
N68°05'51"W
S01°12'17"W
364.70'
SECTION 18
N
0
1,000'
1" = 1,000'
PROJECT: PEREGRINE - EAST KUNA
SOUTH/LAGOON PARCEL
DATE: NOVEMBER 23, 2021
SHEET 1 OF 1
Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
P 208.898.0012
WWW.PARAMETRIX.COM

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

MEMO

Date: December 7, 2021

From: Morgan Treasure, Economic Development Director

To: Kuna City Council

RE: Infrastructure Agreement (Brisbie LLC)

City Council Members,

Staff has been working closely with representatives from Brisbie LLC to establish the water and wastewater infrastructure required to service industrial users in the recently annexed East Kuna industrial area. This Infrastructure Agreement outlines how the company intends to move forward with the design and construction of the required water and wastewater infrastructure. This agreement also specifies the process by which the company will dedicate the infrastructure to the City and the ensures that the City will accept the dedication and assume ownership and operation of the facility after it is constructed. If approved, this agreement would be in effect from the effective date of the agreement until the City formally accepts ownership of the water and wastewater systems.

The company, *at their sole cost and expense*, will design and construct water and wastewater infrastructure to service their project. This infrastructure will be designed and built so it can be enlarged to service the other East Kuna properties not included in their project. This expandability is key to allowing other businesses to connect and developing a true shovel-ready industrial properties in East Kuna.

Design and construction will be done in coordination with the City who have the authority to review and approve the system prior to accepting the dedication. Guidelines to ensure a timely review and turn-around process are included in this agreement. Processes for handling permitting and other regulatory issues are also included in this agreement.

The East Kuna area has electrical, telecommunication and transportation infrastructure that make it incredibly attractive to multiple types of industrial users. Water and wastewater services in the area have always been the biggest hurdle to making this property viable for development. The City appreciates Brisbie LLC's willingness to partner with the City and bring much needed infrastructure to the community.

Thank you for your consideration,

Morgan Treasure
Economic Development Director
mtreasure@kunaid.gov
208-559-5926

RESOLUTION NO. R66-2021
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 INFRASTRUCTUREAGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC**
- **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 of Kuna to enter into that certain Agreement entitled "Infrastructure 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 "Infrastructure Agreement", by and between the City of Kuna and Brisbie LLC, a copy of the agreement 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 Infrastructure 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 Brisbie LLC.

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 7th day of December, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of December, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

INFRASTRUCTURE AGREEMENT

THIS INFRASTRUCTURE AGREEMENT (this "Agreement") is made and entered into as of_____, 2021 ("Effective Date") by and between the City of Kuna, a municipal corporation of the State of Idaho (the "City") and Brisbie LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the "Company"). The City and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

A. The Company owns the Subject Real Property.

B. If the Company acquires the Subject Real Property, it has proposed to establish on the Subject Real Property the Project.

C. The Parties also desire to provide for the planning, design and construction of certain infrastructure improvements intended to provide water and wastewater services to the Project and to other surrounding property.

D. The City finds that developments such as the Project and the planning, design, construction and dedication to the City of water and wastewater infrastructure improvements to be in the public interest of its citizens and thus desires to encourage and cooperate with the Project development and infrastructure improvements.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

SECTION 1
DEFINITIONS

1.1 **"City"** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement**.**

1.2 **"City Engineer"** Means and refers to the City Engineer and the City Engineer's designee.

1.3 "**Company"** Means and refers to Brisbie LLC a Delaware limited liability company (together with its affiliates and their respective successors and assigns) and Party to this Agreement.

1.4 **"Company's Engineer"** Means and refers to the professional engineer who meets the requirements of Idaho Code Section 54-1218 designated by the Company to perform the professional engineering services required of the Company pursuant to this Agreement.

1.5 **"Director"** Means and refers to the City Public Works Director and the City Public Works Director's designee.

1.6 **"Effective Date"** Means and refers to the date this Agreement takes effect, delineated by the date entered by the Parties in the preamble of this Agreement upon full execution of this Agreement, which must occur on or before September 30, 2022.

1.7 **"Force Majeure Event"** Means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornadoes, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.

1.8 **"Project"** Means and refers to, the design, construction and use of a large-scale project improvements and facilities upon the Subject Real Property, that may include multiple phases of design and construction, extending over a period of years to house, be used, operated, maintained and replaced from time to time for: one or more data centers and/or other facilities used to; house, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features; and as well as certain accessory uses or buildings located on the Subject Real Property; and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Subject Real Property that are reasonably related to the data center(s).

1.9 **"Water and Wastewater Service Agreement"** means and refers to that certain Water and Wastewater Service Agreement by and between the Company and the City for the providence by the City of water and wastewater services to the Project.

1.10 **"Subject Real Property"** Means and refers to that certain real property located in Ada County, Idaho, legally described and graphically depicted in ***Exhibit A***.

SECTION 2
INFRASTRUCTURE IMPROVEMENTS

2.1 **Infrastructure Improvements.** The Company, at the Company's sole cost and expense, and with the City's cooperation, shall complete planning, design, construction and dedication to the City of certain Water Infrastructure (as hereinafter defined) and Wastewater Infrastructure (as hereinafter defined), which will have capacities to serve the Company's projected Water and Wastewater Project demands, as will be required pursuant to the Water and Wastewater Service Agreement, and which will be designed and constructed in a manner that enables the City to extend and enlarge the system in order to provide connections and services to other real properties (the "Infrastructure Improvements") pursuant to the following terms:

2.1.1 Water Infrastructure. The Company shall, subject to the City's legal right, pursuant to a valid operating permit or other authority or approval issued to the City by the

Idaho Department of Water Resources, in accordance with the provisions of this Agreement, plan, design and construct, at the Company's sole cost and expense, a potable water system that consists of wells, one or more water storage tanks, and water conveyance system ("Water Infrastructure") that shall be dedicated to the City upon completion. Proposed utility installations are shown in ***Exhibit B*** attached hereto. Upon completion, the Company shall prepare and submit to the City Water Infrastructure construction drawings and specifications that designate the number and location of wells and water storage tanks and the general location of the water transmission and distribution system that will service the Project.

2.1.2 Wastewater Infrastructure. The Company shall, in accordance with the provisions of this Agreement, plan, design and construct, at the Company's sole cost and expense, a wastewater treatment system that consists of an appropriately sized packaged treatment plant for treatment of domestic sewage, a lagoon system for treatment of industrial discharge and secondary treatment of domestic sewage, any necessary land-application facilities, and sewer conveyance system ("Wastewater Infrastructure") that shall be dedicated to the City upon completion. Proposed utility installations are shown in ***Exhibit B*** attached hereto, which remain subject to change based on the permitting process with the City and the Idaho Department of Environmental Quality.

2.1.2.1 Upon completion, the Company shall prepare and submit to the City Wastewater Infrastructure construction drawings and specifications that designate the location of the treatment facilities and sewer conveyance piping that will service the Project.

2.2 **Access to City Property.** Some or all of the Infrastructure Improvements may be constructed on land owned by the City. To accommodate such construction, the City grants to the Company a temporary construction easement to access City property for the purposes and based on the terms described in the Temporary Construction Easement Agreement attached hereto as ***Exhibit C***.

2.3 **Design, Construction, and Dedication Acceptance.** The Company shall design, construct and dedicate, and the City shall accept dedication of, the Infrastructure Improvements as follows:

2.3.1 The Company shall not commence construction and installation of the Infrastructure Improvements until the Director, upon advice of the City Engineer, has approved the Infrastructure Improvements construction drawings and specifications.

2.3.2 The Infrastructure Improvements shall be designed by the Company's Engineer at the Company's expense and shall include design specifications that will provide for service capacities sufficient to satisfy the Company's needs for the Project.

2.3.3 The Company shall obtain City approval of the Infrastructure Improvements plans in accordance with the following process:

2.3.3.1 The Company's Engineer shall provide the construction drawings and specifications to the City Engineer for review and the Director's approval with sufficient information about the nature and volume of the Company's projected Project water service needs and projected Project wastewater discharge that will allow the City to provide adequate Project water service and provide for the City's receipt of the Project's discharges into the Wastewater Infrastructure improvements.

2.3.3.2 The City Engineer and the Director shall timely complete review of the construction drawings and specifications and reply to the Company's Engineer no later than fourteen (14) Business Days after submittal.Replies shall either:

- request additional time and/or information; or
- provide the Director's approval or, for any item not approved, specific comments on necessary revisions to obtain approval with citation to applicable City or Idaho Standards for Public Works Construction.

2.3.3.3 Upon the Company's submittal of any necessary plan revisions, the Director shall timely complete review of the plan revisions and reply to the Company no later than seven (7) Business Days after submittal, providing the Director's approval or, for any item not approved, specific comments on necessary revisions with citation to applicable City or Idaho Standards for Public Works Construction.

2.3.3.4 Additional Time and Information Requests: In the event either the Director or the Company require additional review time and/or additional information they shall, within the time a reply is due, submit additional time and or information requests as follows:

- Additional review time requests to include the amount of additional time and the basis for the request; and
- Additional information requests to include the description of the additional information and the basis for the request.

2.3.3.5 So long as the submitted construction drawings and specifications are consistent with applicable City and Idaho Standards for Public Works Construction, the Director upon advice from the City Engineer shall approve the construction drawings and specifications and provide written notice to the Company to proceed with construction. Any items in the submitted construction drawings and specifications that are not specifically disapproved by the Director, per the process and timeframe described in this Section 2.3.3, shall be deemed approved.

2.3.4 All costs to complete construction of the Infrastructure Improvements shall be borne by the Company. Construction shall be completed by the Company in a good and workmanlike manner and in accordance with the approved construction drawings and specifications.

2.3.5 The Company shall, in accordance with the following process, dedicate and the City shall accept the completed construction and installation of the Infrastructure Improvements (which may occur in phases) together with any as built drawings, invoices of construction or cost segmentation studies associated together with any accompanying easements or license agreements, to the extent such easements and license agreements are necessary as determined and agreed upon by both the City and the Company:

2.3.5.1 The Company shall provide written notice to the Director that construction of the Infrastructure Improvements has been completed.

2.3.5.2 The Director shall timely complete inspection and provide notice to the Company, no later than five (5) Business Days after the Company's completion notice, providing the Director's approval or, for any item not approved, specific comments on necessary corrections to comply with the approved construction drawings and specifications.

2.3.5.3 Upon the Company's Engineer's notice to the Director that any necessary corrections have been completed, the City Engineer shall then timely complete inspection and provide notice to the Company's Engineer, no later than five (5) Business Days after the City Engineer's inspection of the City Engineer's approval or disapproval together with specific comments on necessary corrections to comply with the approved construction drawings and specifications.

2.3.5.4 So long as the Infrastructure Improvements are, subject to the City Engineer's verification, constructed in accordance with the approved construction drawings and specifications and applicable City or Idaho Standards for Public Works Construction, the Director shall approve the construction. The Company's Engineer shall provide notice to the City Engineer of any items that were not approved but were not specifically disapproved by the Director, per the process and timeframe described in this Section 2.3.5. The Director shall then have five (5) Business Days to approve, or disapprove any item together with specific comments on necessary corrections to comply with approved construction drawings and specifications. Any items not disapproved shall be deemed approved.

2.3.5.5 Upon approval of the Infrastructure Improvements completed construction, the Director (or if the Director fails to act then the Company) shall promptly report such approval to City Council for the City Council's action to accept the Company's dedication of the completed Infrastructure Improvements.

2.3.6 Upon the City's acceptance of the Infrastructure Improvements, the City shall perpetually own, operate, and maintain the system at the City's sole cost and expense.

2.3.7 The Company will require that its contractor for construction of the Infrastructure Improvements will use personnel and subcontractors who are appropriately licensed to do the work and will warrant to the Company that all work will (a) be free from any material defect that is not inherent in the work required or permitted; (b) be free from any charge, encumbrance, lien or other security interest by, from our through the contractor to the fullest extent permitted by applicable laws; and (c) comply with the then current applicable laws, industry standards and manufacturers' requirements, recommendations and guidelines. The Companyshall assign to the City any warranties received from the contractor and from any manufacturers, contractors or suppliers in connection with the Infrastructure Improvements.

2.3.8 The Company shall provide the City with "as built" drawings of the constructed Infrastructure Improvements. The Company shall not provide any warranty regarding the condition of the Infrastructure Improvements and, upon acceptance of the Infrastructure Improvements, by the City the Company shall have no further obligations regarding the condition or maintenance of the Infrastructure Improvements, other than its obligation to pay the City's water and wastewater utility service fees for service to the Project.

2.3.9 The Director shall notify the Company in the event the Director has any knowledge of any fact, circumstance or pending law, regulation, order or directive that would or might cause a reduction in the permitted discharge of the Wastewater Infrastructure's approved design discharge capacity.

2.4 **Water Rights.** Following the City's acceptance of the Infrastructure Improvements, as water is brought into use within the Project, the Company shall convey to the City, at no cost to the City, the water rights associated with such water use. The City shall assist the Company in securing any necessary water right transfers, changes in water right ownership, or other processes with the Idaho Department of Water Resources.

2.5 **New or Amended Permits.** The Company and the City recognize and acknowledge that the construction, operation, or ownership of the Infrastructure Improvements may require (i) issuance of one or more permits or other authorization from one or more state or federal agencies, including without limitation those identified in ***Exhibit D*** attached hereto (collectively, "Permits"); (ii) amendment or revision of one or more existing Permits held by the City; (iii) written notice to one or more state or federal agencies pursuant to an existing Permit held by the City; or (iv) some other action related to a Permit. If Permits

are required to be amended or new permits issued before the Infrastructure Improvements are dedicated to the City—for example and without limitation, review and approval of engineering construction drawings and specifications—the City shall cooperate with the Company in timely obtaining such Permits prior to dedication. Upon dedication, the City shall be solely and fully responsible for (x) amending, obtaining, holding and maintaining any existing Permits as necessary to allow the lawful construction, ownership, and operation of the Infrastructure Improvements; (y) providing any notices required under any existing City Permit; and (z) taking any other action, the City is authorized by law to take and which is required by any Permit to allow the lawful construction, operation, and ownership of the Infrastructure Improvements.

2.6 **Easements.** Notwithstanding any current or future City requirements, the Company, at its sole cost and expense, shall only be required to grant easements to the City that the Parties agree, in the infrastructure approval process provided in Section 2.3.2, Section 2.3.3 and Section 2.3.5 of this Agreement, are reasonably necessary for the City's acceptance of the Infrastructure Improvements. These easements shall be recorded by the City and shall be shown on the construction drawings.

SECTION 3
TERM OF AGREEMENT

3.1 **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and terminate on the earlier of (i) the date that the Company delivers to the City notice of a termination, or (ii) the date that the Infrastructure Improvements are accepted by the City Council.

3.2 **Remediation**. If the Company terminates the Agreement prior to City acceptance of the Infrastructure Improvements, then the Company must promptly remediate any hazardous or unsafe conditions as required by the Idaho Department of Environmental Quality and by any other public agency with jurisdiction standards or requirement that may be presentas a result of the Company's partial construction of the Infrastructure Improvements and the City shall have no obligation to accept any of the Infrastructure Improvements and may demand the Company to remove any undedicated Infrastructure Improvements placed within City real property or easements.

SECTION 4
DEFAULT AND REMEDIES

4.1 **Generally.** In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) Business Days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement

and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or specific performance or both.

4.2 **Mutual Waiver of Consequential Damages.** Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

SECTION 5
MISCELLANEOUS

5.1 **Recitals.** The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

5.2 **Notice.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 5.2, notices to the Parties shall be delivered as follows:

City: City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

Company: Brisbie LLC
c/o Givens Pursley LLP
Attn: Deborah Nelson
601 West Bannock Street
Boise, ID 83702

With respect to any notice given in the manner described above, the Party giving such notice shall also send the notice by email to the email address(es) of the recipient Party set forth above; however, simply sending an email(s) shall not be deemed sufficient service of a notice in accordance with this Agreement. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. The Parties, by written notice given to the other, may designate any further or different names or addresses to which all notices or other communications shall be sent without said further or different names or addresses being considered amendments to this Agreement.

5.3 **Assignment.** The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property. If the Company sells the Property in its entirety and assigns its rights and obligations

hereunder to its successor in title to the Property, then the Company shall be relieved of all of its covenants, commitments and obligations thereafter to be performed as required by this Agreement. The City shall not have the right to assign its rights and obligations under this Agreement. The Company shall provide written notice to the City of any assignment (including a conformed written copy of the assignment).

5.4 **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.

5.5 **Waivers.** Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

5.6 **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.

5.7 **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words

"including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

5.8 **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

5.9 **Business Days.** As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Idaho.

5.10 **Effect on Other Vested Rights.** This Agreement does not abrogate any rights established or preserved by any applicable Law, or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

5.11 **Confidential Information.** The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, data and information related to the Company's actual or projected consumption or usage of all or any portion of the Reservations shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company a copy of the request, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.

5.12 **Attorneys' Fees.** In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent

amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses. The provisions of this Section 5.12 shall survive the termination of this Agreement and the entry of any judgment and shall not merge or be deemed to have merged into any judgment.

5.13 **Further Assurances.** Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

5.14 **Compliance with Laws.** In connection with the negotiation and performance of this Agreement, the City, on behalf of itself and the City's contractors, represents and warrants that they have complied and covenants that they shall comply with all applicable laws, rules, and regulations including anti-corruption legislation and that they have used and shall use only legitimate and ethical business practices. The goods/funds/services the Company will be providing do not require the Company to submit a bid or otherwise participate in any government's standard procurement process or to undertake any other obligations of the procurement rules and regulations governing the City.

5.15 **No Third Party Beneficiaries.** The only parties to this Agreement are the City and the Company. There are no third party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

5.16 **Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

5.17 **Force Majeure.** If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible.

[Signatures appear on following page]

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

CITY:

City of Kuna,
a municipal corporation of the State of Mayor

By:_____
Name:_____
Title: Mayor

ATTEST:

By:_____
Name:_____
Title: City Clerk

COMPANY:

Brisbie LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: _____

EXHIBIT A

Legal Description of Subject Real Property

The Land referred to herein below is situated in the County of Ada, State of ID, and is described as follows:

PARCEL 1:

LOT 2, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

PARCEL 2:

LOTS 3 AND 4 AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, IN ADA COUNTY, STATE OF IDAHO.

PARCEL 3:

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 0°08'05" WEST BETWEEN THE 5/8" REBAR ILLEGIBLE CAP MARKING THE SOUTHWEST CORNER OF SECTION 6, AND THE ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SECTION 6, BOTH IN TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN

PARCEL B RECORD OF SURVEY 10795 BEING A PORTION OF GOVERNMENT LOT 1, GOVERNMENT LOT 2 AND 3, SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SECTION 6; THENCE

SOUTH 0°05'21" WEST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/6" REBAR WHICH IS THE POINT OF BEGINNING; THENCE CONTINUING

SOUTH 0°05'21" WEST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2107.72 FEET TO THE EAST QUARTER OF SAID SECTION 6; THENCE

NORTH 89°17'57" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2645.64 FEET TO A 5/8" REBAR MARKING THE C1/4 CORNER OF SAID SECTION 6; THENCE

NORTH 89°17'57" WEST, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1318.37 FEET TO A 5/8" REBAR MARKING THE CW1/16 CORNER; THENCE

NORTH 0°09'14" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 2663.23 FEET TO A 5/6" REBAR MARKING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE

SOUTH 89°25'26" EAST, COINCIDENT WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1324.71 FEET TO A 1/2" REBAR MARKING THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE

SOUTH 89°00'46" EAST, COINCIDENT WITH THE NORTH LINE OF GOVERNMENT LOT 2 AND 1, A DISTANCE OF 2250.75 FEET TO A 5/8" REBAR; THENCE

SOUTH 0°05'21" WEST PARALLEL WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/8" REBAR; THENCE

SOUTH 89°00'46" EAST, PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 1, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

PARCEL B OF ROS 11735, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER OF CORNER OF SAID SECTION 6 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 6 BEARS

SOUTH 89°00'46" EAST, 2,650.75 FEET;

THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6

SOUTH 89°00'46" EAST, 1,348.00 FEET TO THE REAL POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE

SOUTH 89°00'46" EAST, 902.76 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE

SOUTH 00°05'21" WEST, 545.00 FEET; THENCE

SOUTH 89°00'46" EAST, 400.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID SECTION 6; THENCE ALONG SAID EAST BOUNDARY LINE

SOUTH 00°05'21" WEST, 2,107.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE THE EAST-WEST CENTERLINE OF SAID SECTION 6

NORTH 89°17'57" WEST, 1,302.66 FEET; THENCE LEAVING SAID EAST-WEST CENTERLINE

NORTH 00°05'21" EAST, 2,659.23 FEET TO THE REAL POINT OF BEGINNING.

and

A portion of the NE 1/4 of Section 6, T.1N., R.2E., B.M., Ada County, Idaho being more particularly described as follows:

Commencing at the N1/4 of corner of said Section 6 from which the NE corner of said Section 6 bears South 89°00'46" East, 2,650.75 feet;

thence along the North boundary line of said Section 6 South 89°00'46" East, 1348.00 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said North boundary line South 89°00'46" East, 902.76 feet;

thence leaving said North boundary line South 00°05'21" West, 545.00 feet;

thence South 89°00'46" East, 400.00 feet to a point on the East boundary line of said Section 6;

thence along said East boundary line South 00°05'21" West, 2,107.72 feet to the E1/4 corner of said Section 6;

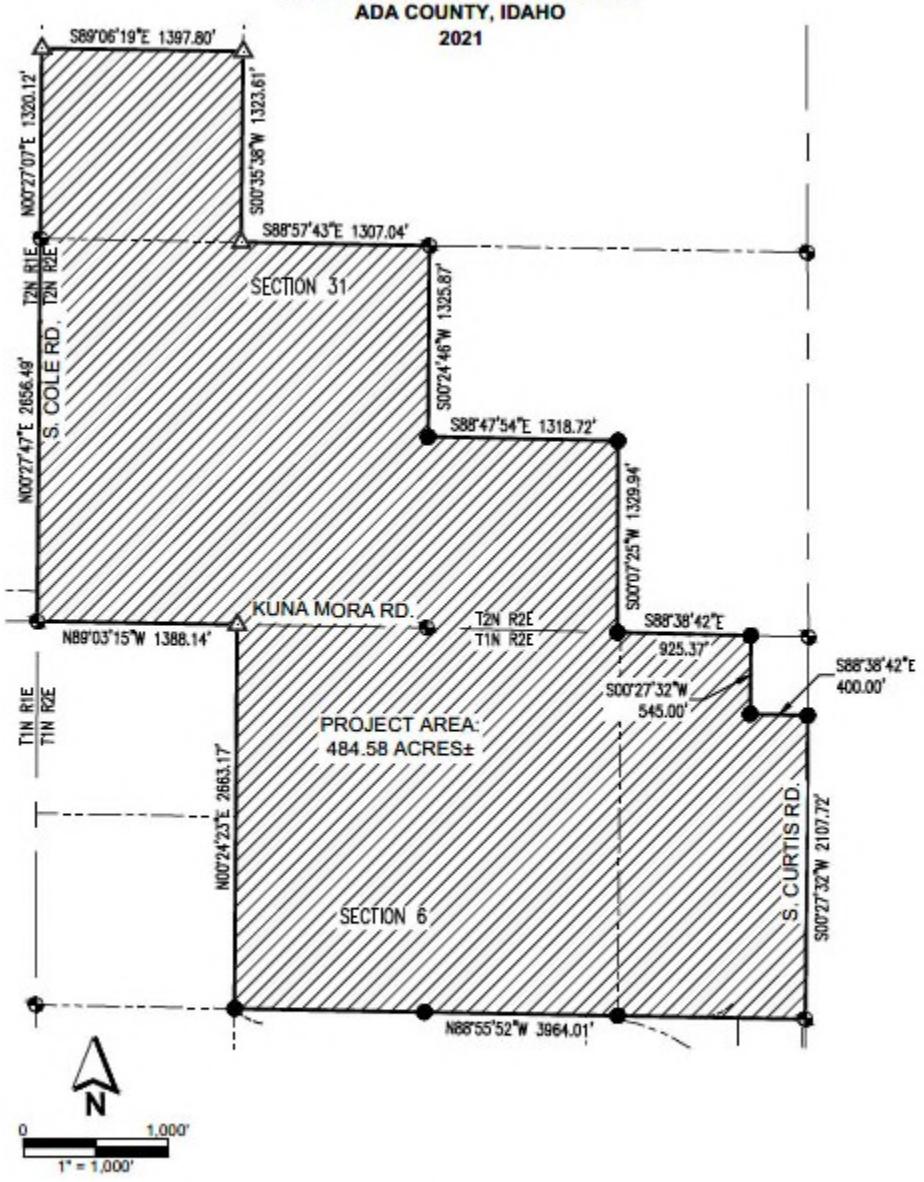
thence the East-West centerline of said Section 6 North 89°17'57" West, 1,302.66 feet;

thence leaving said East-West centerline North 00°05'21" East, 2,659.23 feet to the **REAL POINT OF BEGINNING**. Containing 74.42 acres, more or less.



EXHIBIT MAP

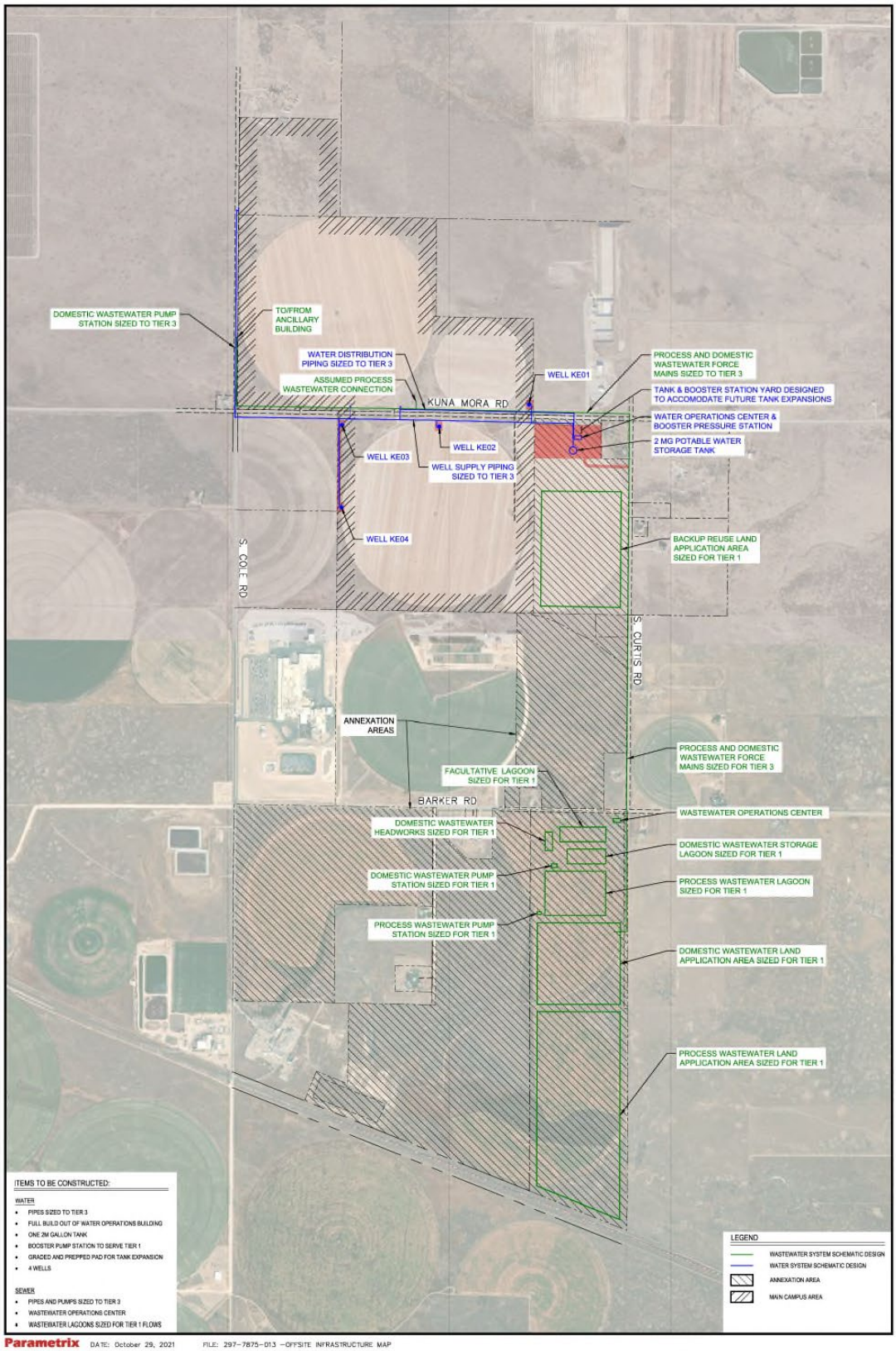
LOCATED IN SEC. 6, T1N, R2E, &
SEC. 31, T2N, R2E, BOISE MERIDIAN,
ADA COUNTY, IDAHO
2021



PROJECT: PEREGRINE - EAST KUNA	Parametrix ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES 7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714 P 208.898.0012 WWW.PARAMETRIX.COM
PROJECT AREA	
DATE: NOVEMBER 23, 2021 SHEET 1 OF 1	

EXHIBIT B

Proposed Utility Installation Map



KUNA EAST -
OFFSITE INFRASTRUCTURE MAP

EXHIBIT C

Temporary Construction Easement Agreement

Recording Requested By and
When Recorded Return to:

City of Kuna
Attn: City Clerk
751 W. 4th Street
Kuna, Idaho 83634

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (this "**Agreement**") is made effective as of the Effective Date by and between Owner and Grantee. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner hereby grants to Grantee an exclusive temporary construction easement (the "**Easement**") on, over, under and through the Property for the purpose of allowing Grantee to construct of the Project on the Property.

1. **Basic Agreement Terms**

1.1	Effective Date:	_____.
1.2	Owner:	City of Kuna, 751 W. 4th St., Kuna, ID 83634.
1.3	Grantee:	Brisbie, LLC, c/o Deborah Nelson, Givens Pursley, 601 W. Bannock St., Boise, ID 83702.
1.4	Property:	As legally described and graphically depicted on Exhibit A, attached hereto; may also be referred to as the "**Easement Area**."
1.5	Purpose:	Any activity consistent with the construction of the Project on the Property.
1.6	Project:	A lagoon and wastewater treatment infrastructure improvements in accordance with the drawings and specifications approved by Owner and the construction permits issued by Owner.
1.7	Term:	Starting on the Effective Date, and expiring on the earlier of (a) the date that Grantee notifies Owner that construction is complete; or (b) March 31, 2023 (but subject to extension as provided in Section 3 (Term Extensions) and as provided in Section 12 (Force Majeure)) (the "**Expiration Date**").

2. **Easement.** Owner grants to Grantee an exclusive easement (subject only to pre-existing covenants) on, over, and under the Easement Area for the purpose of engaging in the constructionof the Project by Grantee and contractors, consultants, subcontractors, subconsultants,

materialmen, suppliers, workers, successors, and assigns ("**Grantee Users**"). The Easement is granted for Grantee's use to do all things reasonably necessary to construct and install the Project including the transport, stockpiling and storage of construction materials, soil, equipment and vehicles.

3. **Term Extensions.** Grantee may extend the Easement for additional six (6) month periods by giving written notice to Owner on or before the Expiration Date.

4. **Termination**. Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's indemnification obligations set forth in Section 5, which will survive the expiration or termination of this Agreement) and the Easement Area will be considered free and clear of any restriction or any right attaching to the grant of the Easement set forth in this Agreement. Upon termination, Grantee will execute and record an instrument to memorialize the termination of record.

5. **Indemnity.** Grantee will defend, indemnify and hold Owner and its employees and agents (collectively, the "**Owner Parties**") harmless from and against any damages, losses, claims or expenses caused by the negligent or unlawful use of the Easement Area by Grantee Users, but only to the extent that such damages, losses, claims or expenses are attributable to personal injury or property damage arising from use of the Easement Area by Grantee Users; provided, however, Grantee will not be obligated to defend, indemnify and hold harmless any of the Owner Parties for matters caused by negligence, misconduct, a violation of this Agreement, or violation of applicable laws by any of the Owner Parties.

6. **Grantee Use of Easement.** The Easement will allow Grantee Users to use the Easement Area during the construction of the Project. Grantee will use the Easement Area solely for the purpose described in Section 1 and for no other purpose. In no event may any use of the Easement Area by Grantee Users violate any applicable law, rule or regulation relating to the Easement Area or materially impact Owner's normal business operations in the adjacent property.

7. **Right of Access.** For purposes of Grantee's complete control of the easement, only Grantee and Grantee Users (subject only to pre-existing covenants) will be allowed on the Property during the Term. Grantee shall have the power to exclude anyone who fails to comply with ordinary construction site safety standards from the Property, including Owner and Owner's representatives.

8. **Other Utilities.** If the Easement Area is subject to easements for other utilities, then Grantee agrees that it will not disturb the other utilities without the consent of the easement or utility owner or operator thereof.

9. **Modification of Easement Area.** Owner accepts and understands that in order to construct the Project, Grantee will significantly modify the Easement Area. Owner agrees to accept the modifications to the Easement Area and Grantee shall have no obligation to reclaim the Easement Area, except as agreed to as part of the Project.

10. **Notices.** Any notice or other communication that either party desires to give to the other party must be in writing and may be delivered by courier, electronic mail, US Mail or any other reasonable means to the other party at the addresses set forth above, or any other address as the other party may designate from time to time (including any mailing or notice address for such other party on the records of the Idaho Secretary of State).

11. **Binding Effect.** This Easement will be binding upon, and inure to the benefit of, Owner, Grantee and the Easement Area. Grantee may assign, license or delegate its rights and obligations hereunder to Grantee Users in furtherance of the construction activities contemplated herein.

12. **Force Majeure.** If due to the occurrence of a Force Majeure Event, defined below, a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. A "Force Majeure Event" means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.

13. **General.** The laws of the State of Idaho will govern the interpretation and performance of this Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. This Easement may be modified only by a written instrument signed by Grantee and Owner. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and will have no effect upon construction or interpretation. This Easement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this Easement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Easement will remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this Easement.

14. **Attorneys' Fees.** In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses. The provisions of this Section 14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge or be deemed to have merged into any judgment.

[end of text; signature page follows]

DATED effective as of the Effective Date.

Owner: CITY OF KUNA,
an Idaho municipal corporation

By: _____
Joe Stear, Mayor

ATTEST:

By: _____
Chris Engels, City Clerk

Grantee: [Grantee's Name]

By: _____
[name], its [title]

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this____ day of_____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stear, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

_____
Notary Public for Idaho
[seal] My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____day of_____, 2021, before me_____, the undersigned, a Notary Public in and for the state of Idaho, personally appeared_____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they 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
[seal] My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

An area of land being a portion of the East One Half of the East One Half of Section 7, AND a portion of the Northeast One Quarter of the Northeast One Quarter of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 7, thence on the east line of said Section 7, South 00° 07' 33" West, 1336.95 feet;

Thence South 00° 06' 26" West, 1337.05 feet;

Thence South 00° 06' 02" West, 2632.33 feet, to the Southeast corner of said Section 7;

Thence on the east line of said Section 18, South 01° 12' 13" West, 364.70 feet, to a point on the northerly right of way line of the Union Pacific Railroad;

Thence on said northerly right of way line, North 68° 05' 53" West, 1421.13 feet, to a point on the west line of said East One Half of the East One Half;

Thence on said west line, North 00° 10' 02" East, 2494.66 feet;

Thence North 00° 10' 43" East, 1335.17 feet;

Thence North 00° 10' 47" East, 1335.24 feet, to a point on the north line of said Section 7;

Thence on said north line, South 88° 56' 59" East, 1320.87 feet to the POINT OF BEGINNING.

The above-described area of land contains 164.65 acres, more or less.

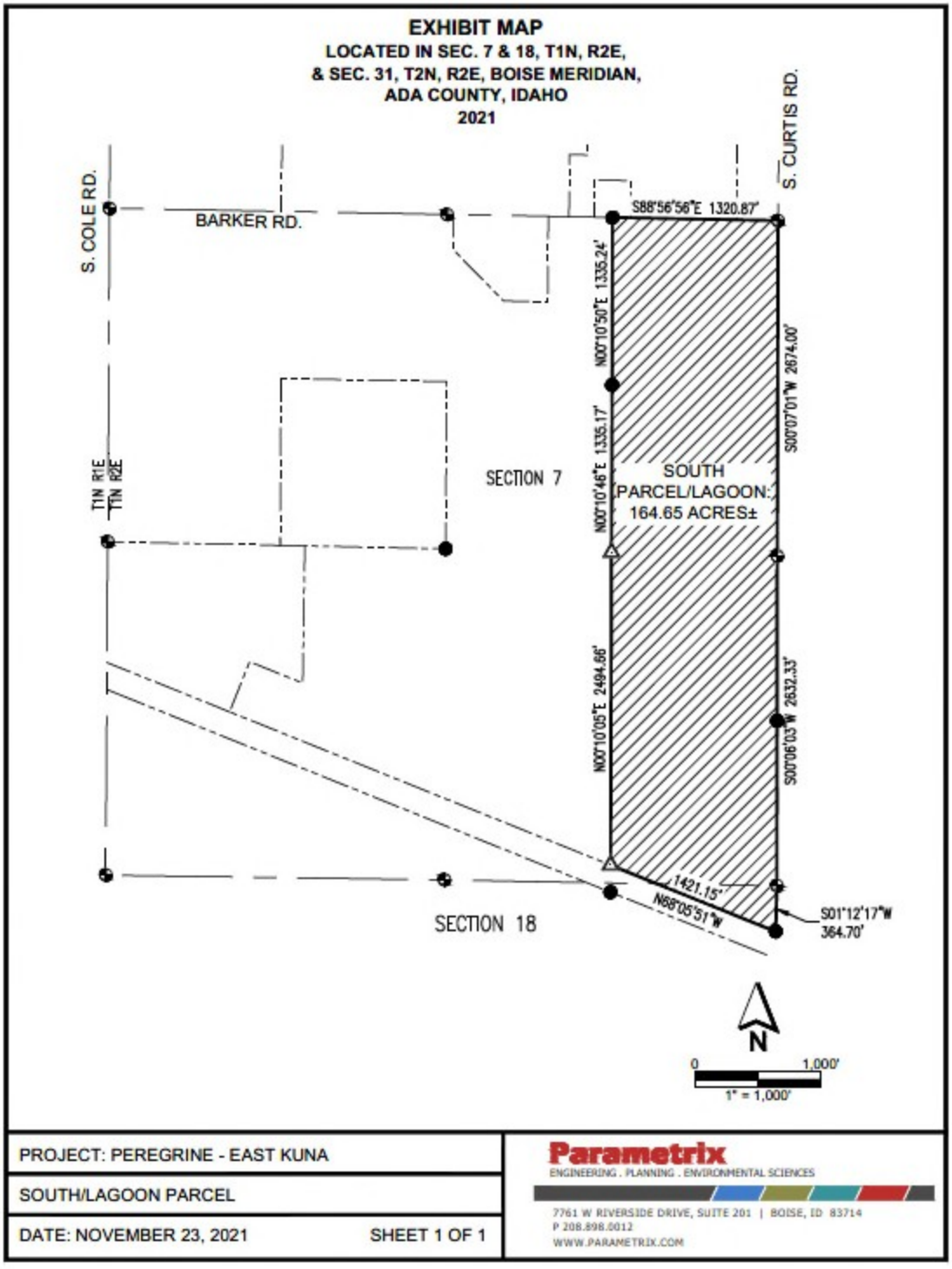

EXHIBIT MAP
LOCATED IN SEC. 7 & 18, T1N, R2E,
& SEC. 31, T2N, R2E, BOISE MERIDIAN,
ADA COUNTY, IDAHO
2021
S. COLE RD.
BARKER RD.
S. CURTIS RD.
S88°56'56"E 1320.87'
N00°10'50"E 1335.24'
S00°07'01"W 2674.00'
N00°10'46"E 1335.17'
SECTION 7
SOUTH
PARCEL/LAGOON:
164.65 ACRES±
T1N R1E
T1N R2E
N00°10'05"E 2494.66'
S00°06'03"W 2632.33'
1421.15'
N68°05'51"W
S01°12'17"W
364.70'
SECTION 18
N
0
1,000'
1" = 1,000'
PROJECT: PEREGRINE - EAST KUNA
SOUTH/LAGOON PARCEL
DATE: NOVEMBER 23, 2021
SHEET 1 OF 1
Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
P 208.898.0012
WWW.PARAMETRIX.COM

EXHIBIT D

Permits

1) Idaho Department of Water Resources (IDWR)
    a) Water rights
        - To be amended to reflect ownership, authorized use, authorized place of use, and other information as needed

    b) Drilling Permit(s)
        - As needed to drill new wells

2) Idaho Department of Environmental Quality (IDEQ)
    a) Public Drinking Water System authorization
        - IDEQ to review and approve plans for construction or material alteration of public drinking water system
        - IDEQ to issue public water system number and authorization to serve

    b) Wastewater reuse permit
        - Wastewater reuse permit required for land-application of effluent. City's existing permit could be amended to include new land-application facilities.

    c) Wastewater system approvals
        - IDEQ to review and approve plans for construction of wastewater treatment system

    d) NPDES/IPDES permit
        - The City's IPDES permit requires written notice of planned physical alterations or additions to a permitted facility if, among other things, the alteration or addition results in a significant change to sludge use or disposal practices

    e) Stormwater permits
        - Coverage under Construction General Permit required for construction activities that disturb more than 1 acre

3) City of Kuna
    a) Building permit(s)
    b) Structural
    c) Mechanical
    d) Electrical
    e) Water and wastewater conveyance approvals
    f) Plumbing

4) Ada County Highway District (ACHD)
    a) Driveway Approach Permit

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

MEMO

Date: December 7, 2021
From: Morgan Treasure, Economic Development Director
To: Kuna City Council
RE: Water and Wastewater Service Agreement (Brisbie LLC)

City Council Members,

Staff has been working closely with representatives from Brisbie LLC to establish the water and wastewater infrastructure required to service users in the recently annexed East Kuna industrial area. This Water and Wastewater Service Agreement outlines the terms that City and Brisbie LLC agree to regarding the operation of the municipal water and wastewater systems in the East Kuna area. If approved, this agreement will be in place from the effective date as defined throughout the operational lifespan of the project or until terminated per the process included in this agreement.

This agreement affirms that after approved design, construction and dedication of water and wastewater infrastructure to the City, water and wastewater service will be supplied and maintained to Brisbie LLC's project. Should the company need to expand beyond their initial capacity design, construction and reservations, they will be responsible for the costs associated with expansion of the system, as well as acquiring additional water rights. The City and Brisbie LLC agree that the systems will be designed and constructed to meet the capacity specified in the agreements and that the type or volume of their water use will not trigger any additional regulatory actions. The agreement outlines Brisbie LLC's capacity reservations and phasing outlined in Exhibit B.

Water and wastewater services are critical to the company's operation. The agreement allows for the company to establish their own back-up and re-use systems as long as they don't negatively impact the City's ability to operate the municipal systems. The agreement specifies the processes for handling service interruptions or any unforeseen issues with water supply that might impact the company's ability to operate their facility.

The City does not currently have a water and wastewater rate identified for industrial users. This agreement ensures that the City will undergo a rate study and that the rates will be determined based on operating, maintenance and capital outlay and will not unfairly discriminate against this project or the data center industry. Recognizing the partnership in the design and construction phase, the project will not be charged connection fees. Equipment will be installed such that the City can meter discharge from this project and the company will only be charged for actual gallons discharged into the wastewater system.

Similar to the Project Agreement, a specific process for adding additional property under the terms of this agreement are outlined in the Water and Wastewater Service Agreement. This agreement also specifies process for transfer and outlines the protection of confidential business information.

Thank you for your consideration,

Morgan Treasure
Economic Development Director
mtreasure@kunaid.gov

RESOLUTION NO. R67-2021
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 WATER AND WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC**
- **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 of Kuna to enter into that certain Agreement entitled "Water and Wastewater Service 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 " Water and Wastewater Service Agreement", by and between the City of Kuna and Brisbie LLC, a copy of the agreement 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 Water and Wastewater Service 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 Brisbie LLC.

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 7th day of December, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of December, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

WATER AND WASTEWATER SERVICE AGREEMENT

THIS WATER AND WASTEWATER SERVICE AGREEMENT (this "Agreement") is made and entered into as of_____, 2021 ("Effective Date") by and between the Cityof Kuna, a municipal corporation of the State of Idaho (the "City") and Brisbie LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the "Company"). The City and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

A. The City has City Authority.

B. The Company owns the Subject Real Property and intends to establish on the Subject Real Property the Project.

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and aid the Project in order to recruit the Project to the City.

D. Development of the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the City. The Company is unwilling to risk such capital and resources without sufficient assurances from the City that adequate, reliable Water and Wastewater services are provided at reasonable rates and will be available to the Project in accordance with the terms and conditions of this Agreement.

E. Upon the Effective Date, the City owns and operates within its municipal limits a potable Water system and a municipal sanitary and Wastewater system. The City does not currently have Water or Wastewater infrastructure to provide Water or receive and dispose of Wastewater to serve the Project.

F. The Parties have provided for the construction and dedication of certain Water Infrastructure and Wastewater Infrastructure pursuant to the Infrastructure Agreement that will enable the City to provide Water and Wastewater services to the Project.

G. Following City's acceptance of the Water Infrastructure and Wastewater Infrastructure, City will perpetually own, operate, and maintain (i) the City's existing Water system; together with the Water Infrastructure; and together with any repairs, improvements and additions thereto and updates and replacements thereof (collectively, the "Water System"); and (ii) the City's existing Wastewater treatment system; together with the Wastewater Infrastructure; and together with any repairs, improvements and additions thereto and updates and replacements thereof (collectively, the "Wastewater System", and together with the Water System, the "Systems").

H. The City desires to provide, and the Company desires to obtain, Water and Wastewater service to the Project through the Systems, on the terms and conditions set forth herein. In addition, the Parties desire to confirm the availability of, and to reserve for the Company, Water and Wastewater service for the Project, as the same may be expanded or modified, of a quantity and quality that will support continuous, uninterrupted operation of the Project, as more particularly described herein, so as to induce the Company to develop the Project on the Subject Real Property, and to construct and dedicate to the City the Water Infrastructure and Wastewater Infrastructure, in reliance on such availability and reservation.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

SECTION 1
DEFINITIONS

1.1 **"City"** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement**.**

1.2 **"City Authority"** Means and refers to the following:

1.2.1 The City has authority, pursuant to I.C. §§ 50-323 and 50-1030, to establish, create, develop, maintain and operate domestic water systems; and to acquire, by purchase or otherwise, waterworks plants and water supply; and to construct, enlarge, extend, repair, alter and improve a City sanitary sewerage and domestic water systems, and to acquire by gift or purchase lands or rightsin lands or water rights in connection therewith, including easements, rights- of-way, contract rights, and to provide methods of collections and penalties, including denial of service for nonpayment of City rates, fees, tolls or chargesfor the services provided by those systems; and

1.2.2 The City has exercised its authority to and has created, developed, maintains and operates domestic water and sanitary sewerage systems which the City administers, maintains and regulates pursuant to title 8 Kuna City Code and by its adopted policies.

1.3 "**Company"** Means and refers to Brisbie LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns), and Party to this Agreement.

1.4 **"Effective Date"** Means and refers to the date this Agreement takes effect, delineated by the date entered by the Parties in the preamble of this Agreement upon full execution of this Agreement, which must occur on or before September 30, 2022.

1.5 **"Enforcement Notice"** Means and refers to any notice of violation, directive or order issued to the City in connection with the City's operation or management of the Water Infrastructure and/or the Wastewater Infrastructure and the services these systems provide to the Project.

1.6 **"Force Majeure Event"** Means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornadoes, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.

1.7 **"Infrastructure Agreement"** Means and refers to that certain agreement by and between the City and the Company, titled Infrastructure Agreement and dated as of the Effective Date.

1.8 **"M-1 Development Agreement"** Means and refers to that certain agreement by and between the City and Pleasant Valley Agriculture LLC which governs the development of the Subject Real Property.

1.9 **"Party's Notice Designee"** Means and refers to a Party's agent designated to receive notice, as identified in ***Exhibit C,*** which the Parties will complete and provide to the other Party prior to City's acceptance of the Water Infrastructure and Wastewater Infrastructure, pursuant to Section 11.3 of this Agreement.

1.10 **"Project"** Means and refers to, the design, construction and use of a large-scale project improvements and facilities upon the Subject Real Property, that may include multiple phases of design and construction, extending over a period of years to house, be used, operated, maintained and replaced from time to time for: one or more data centers and/or other facilities used to; house, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features; and as well as certain accessory uses or buildings located on the Subject Real Property; and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Subject Real Property that are reasonably related to the data center(s).

1.11 **"Project Development Agreement"** Means and refers to that certain agreement by and between the City and the Company, titled Project Development Agreement and dated as of the Effective Date.

1.12 **"Service Interruption"** Means and refers to (i) with respect to the Water System, a failure of the Water System to supply to the Project the volume of Water reserved under the Reservations for any period of time, or (ii) with respect to the Wastewater System, a failure

of the Wastewater System to maintain the capacity reserved under the Reservations for any period of time.

1.13 **"Service Notice"** means and refers to any notice from the City to the Company's Service Designee.

1.14 **"Subject Real Property"** Means and refers to that certain real property located in Ada County, Idaho, legally described and depicted in ***Exhibit A***.

1.15 **"Water"** Means and refers to potable water.

1.16 **"Water Infrastructure"** Means and refers to the Water system that consists of wells, one or more water storage tanks, and water conveyance system, as described in the Infrastructure Agreement.

1.17 **"Wastewater"** Means and refers to water-carried wastes including treatable wastes.

1.18 **"Wastewater Infrastructure"** Means and refers to the Wastewater treatment system that consists of a wastewater treatment plant headworks for treatment of domestic sewage, a lagoon system for treatment of industrial discharge and secondary treatment of domestic sewage, any necessary land-application facilities, and sewer conveyance system, as described in the Infrastructure Agreement.

SECTION 2
AVAILABLE WATER AND WASTEWATER CAPACITY

2.1 **Availability.** Following the Company's construction and City's acceptance of the Water Infrastructure and Wastewater Infrastructure, Water and Wastewater service will be available to the Subject Real Property. The existing Water and Wastewater service shall remain available to the Subject Real Property during the of construction and operation of the Project. The Company shall not be obligated to use any portion of the Water Infrastructure or Wastewater Infrastructure service or Reservations or required to commence or complete construction of any portion of the Project.

2.1.1 In the event the Company requires any Water and/or Wastewater service beyond the capacity of the Company's constructed Water Infrastructure and Wastewater Infrastructure, it shall be responsible for obtaining any required additional water rights and for the planning, design, construction and dedication to the City of any Water Infrastructure and/or Wastewater Infrastructure required to provide any increase of Water and/or Wastewater service.

2.2 **Quality.** Following the Company's construction and City's acceptance of the Water Infrastructure and Wastewater Infrastructure, the City will have the ability to provide Water and Wastewater services through the Systems to the Subject Real Property of a quality (i) not less than that provided to other residential and industrial customers and (ii) at least as is required by (a) all applicable local, state and federal laws and regulations (collectively, "Laws") and (b) all permits or other approvals issued to the City to provide Water and Wastewater service (such quality, the "Required Quality").

2.3 **Water System.** Following the Company's construction and City's acceptance of the Water Infrastructure, the City's Water System:

2.3.1 The City will have capacity to serve the Company's projected Water demand, which capacity will be utilized in three phases: "Phase I", "Phase II", and "Phase III" (each a "Phase"), as outlined in ***Exhibit B***; and

2.3.2 The City will have the legal right, pursuant to a valid operating permit or other authority or approval issued to the City by the Idaho Department of Water Resources and subject to drinking water standards of the Idaho Department of Environmental Quality to take in up to the volume of gallons equal to the capacity of the Water Infrastructure (the "Permitted Intake") for treatment as potable water (the "Permitted Water Use"); and

2.3.3 Except for any applicable limitations of the water permit issued by the Idaho Department of Water Resources and any drinking water standards of the Idaho Department of Environmental Quality, the City has no knowledge of any fact, circumstance or pending law, rule, regulation, order or directive that would or might cause a reduction in the Permitted Intake or limit the Permitted Water Use; and

2.3.4 The City will not cap the amount of Water usage for its customers under normal operating conditions.

2.4 **Wastewater System.** Following the Company's construction and City's acceptance of the Wastewater Infrastructure, the City's Wastewater System will have capacity to serve the Company's projected Wastewater demand, which capacity will be utilized in three phases: "Phase I", "Phase II", and "Phase III" (each a "Phase"), as outlined in ***Exhibit B***.

2.4.1 The City will have the legal right, pursuant to a valid Idaho Discharge Elimination System Permit and valid reuse wastewater permit issued to the City by the Idaho Department of Environmental Quality to accommodate the Project's Wastewater discharge equal to the capacity of the Wastewater Infrastructure (the "Permitted Discharge").

2.4.2 The Wastewater System, with the Wastewater Infrastructure, shall have the design capacity and capability to receive industrial discharges of the type generated by the cooling system that the Company currently anticipates using at the Project and other substantially similar industrial discharges.

2.4.3 The City has reviewed sufficient information provided by the Company, pursuant to the Infrastructure Agreement, about the Company's proposed Project Water and Wastewater use, the nature and volume of the Company's proposed discharge to the Wastewater System, and the Company's capacity design specifications for the Wastewater Infrastructure, and has made the determination that the Company is not a "Significant Industrial User" and will not be required to engage in any pretreatment for the City to accept the Project's Wastewater discharge. The City agrees that no pretreatment (including as of the Effective Date any pretreatment required by the Clean Water Act, the U.S. Environmental Protection Agency or the

Idaho Department of Environmental Quality) of such types of discharges shall be required, and any requirements of the Kuna City Code (the "Code") approved by the City subsequent to the Effective Date to the contrary are hereby waived. For the avoidance of doubt, all references herein to Wastewater service shall include the discharge and treatment of Wastewater. As used herein, "Significant Industrial User" shall have that meaning set forth in 40 CFR 403.3(v) and "pretreatment" shall have that meaning set forth in IDAPA 58.01.25.010.

2.4.4 The City has no knowledge of any fact, circumstance or pending law, regulation, order or directive that would or might cause a reduction in the Permitted Discharge.

2.4.5 If pretreatment of Wastewater is required because the Company changes its operations at the Project such that there is a material change to the quality of any discharged Wastewater from the Project, or as a result of a material change in Laws, other than Laws promulgated by the City, governing pretreatment of Wastewater discharges from the Project, then the Company and the City shall meet and confer to reasonably determine if modifications to this Agreement are required. If the Parties cannot reach an agreement on whether modifications are needed to this Agreement, the Parties shall (within ten (10) Business days after such meet and confer) appoint a mutually agreeable independent third party with the requisite technical expertise to determine whether the Company is, in fact, subject to any pretreatment obligation. The Parties shall meet with such third party within 10 Business days after his/her selection.

2.5 **Fire Capacity.** Following the Company's construction and City's acceptance of the Water Infrastructure, the Water System will have, and shall have at all times during the Term (as defined below), the capacity to deliver a minimum of 2500 gallons of water per minute for duration of no less than four hours (or 600,000 gallons) whichever comes first to the Project to supply water to load the Project's sprinkler system and to supply water to the Project in the event of a fire and shall meet all applicable fire codes.

SECTION 3
CAPACITY RESERVATIONS

3.1 **Systems Capacity Reservations.** Following the Company's construction and City's acceptance of the Water Infrastructure and Wastewater Infrastructure, the Systems will have sufficient capacity to provide Water and Wastewater service to, and receive Wastewater from, the Project as the Project develops, thus ensuring that the Company may operate and expand the Project as it sees fit from time to time. The City shall guarantee and reserve for the Company's continuous use at all times during the Term the Water Capacity Reservation and the Wastewater Capacity Reservation, as defined in ***Exhibit B*** (collectively, the "Reservations"). Upon acceptance of the Water Infrastructure and Wastewater Infrastructure, the City shall allocate the Reservations for the Company's exclusive use and shall subtract the Reservations from its calculations of available capacity. The Reservations and the Water and Wastewater services provided hereunder shall at all times meet or exceed the Required Quality. The Reservations shall be continuously available to the Company at all times from and after the City's acceptance of the Water Infrastructure and Wastewater Infrastructure. The Company shall use commercially

reasonable efforts to provide the City with at least 90 days' advance written notice of the commencement of the use of each Phase (as defined in ***Exhibit B***); provided, however, that failure to give such notice shall not preclude the Company's use of any Phase. Upon written request of either Party, the Parties shall review the Reservations every year during the Term to determine whether a reduction or increase in the Reservations is appropriate and to plan services for the Project; provided, however, that no reduction in the Reservations shall be made without the prior written consent of the Company.

3.2 **Water Pressure.** At all times, except during usage for fire suppression, the Water Capacity Reservation shall be available to serve the Project at the property line for the Subject Real Property, or other location agreed upon by the Parties, at a pressure between 65 and 85 pounds per square inch.

SECTION 4
REDUNDANT SYSTEMS; CONTINGENCY PLANS

4.1 **Redundant Systems.** The City acknowledges and agrees that the Company requires an uninterrupted supply of Water and Wastewater service, as set forth in ***Exhibit B***, to the Project. Subject to the terms and conditions of this Agreement, the Company may establish redundant and/or back up Water and Wastewater resources to serve the Project in accordance with applicable Laws, and the City hereby consents to the same. If the Company elects to establish redundant and/or backup Water sources by (i) drilling wells on the Subject Real Property or in connection with the Project or (ii) collecting rainwater on the Subject Real Property or in connection with the Project, the City shall not object to such establishment, including the installation, construction or maintenance of infrastructure and equipment in connection therewith, subject to the Company's compliance with applicable Laws, provided that if the Company's use of such redundant or alternative Water source will negatively impact the City's ability to maintain and operate the Water Infrastructure serving the Project, such as by reducing service fees below operating costs, then the City and the Company will work together to mitigate such impacts. If the redundant system requires connection to any City System, then the City hasthe right to review and approve any such connection pursuant to City ordinances.

4.2 **Water Resiliency and Efficiency Initiatives.** If the Company elects to establish independent, redundant and/or back up Water and Wastewater treatment resources and/or reuse of discharge water, or other advanced water efficiency measures, the City shall not object to such establishment, including the installation, construction and maintenance of infrastructure and equipment in connection therewith, subject to the Company's compliance with applicable Law, provided that if the Company's use of such redundant or alternative treatment will negatively impact the City's ability to maintain and operate the Wastewater Infrastructure serving the Project, such as by reducing service fees below operating costs, then the City and the Company will work together to mitigate such impacts. If the redundant system requires connection to any City System, then the City would have the right to review and approve pursuant to City ordinances.

SECTION 5
WATER SUPPLY AND SEWER SERVICE PRIORITY

5.1 **Nature of Operation of Project.** The City acknowledges and agrees that the nature of the operation of the Project requires continuous and uninterrupted Water and Wastewater services. In the event of a Water shortage, the City agrees to meet and consult with the Company to discuss the impact of such Water shortage on the Project and to determine options for providing continuous and uninterrupted use by the Project of the Reservations. No consumption measures or limitations arising from such shortages shall apply to the Project, unless required by clear and critical public health conditions and applicable Law. If any Water shortage or Wastewater curtailment is declared, the City will prioritize Water supply to services affecting public health, welfare and safety, including hospitals and booster stations. Thereafter, given that the Company constructed and dedicated the Water Infrastructure and Wastewater Infrastructure, and given the seniority of the water rights the Company acquired and dedicated to the City to serve the Project, all at the Company's sole expense, the City shall prioritize Water supply and Wastewater service to the Company above all other customers whose service is from the same portions of the Systems serving the Subject Real Property.

5.2 **Water Supply.** The City represents and warrants to the Company that the Company's intended use of Water in connection with the Project will not violate any requirements of the Code. The City covenants that (i) the monthly allocation of Water to the Company shall not be lowered except as set forth below, (ii) the City shall not limit or otherwise reduce or discontinue the flow of Water to the Project unless necessary to provide sufficient potable drinking water for the imminent protection of the health and safety of the citizens served by the Systems, and then only upon reasonable notice to the Company, and (iii) if the City enacts or amends any Water shortage or Wastewater curtailment ordinances and such ordinances create classifications of Water and Wastewater customers, the Project shall receive the classification with no lower priority for Water usage than any other customer of the Water System (other than services affecting public health, welfare and safety, including hospitals, booster stations and well priority dates), it being understood that the Project would not be located in the municipal limits of the City without the agreements set forth in this Agreement and that the Company currently intends to lawfully expend substantial funds in reliance on the Reservations and the Company has acquired a continuous right in the Reservations. The Company and the City will work together through regular coordination and communication to mitigate any Water shortage.

5.3 **Repairs; Maintenance.** Due to the critical, 24 hours per day, 7 days per week operation of the Project, the City shall, at its sole cost and expense (other than the charges for actual services used by the Project), keep and maintain the portions of the Systems that serve the Project and related supporting infrastructure in good working condition and repair. Notwithstanding anything to the contrary set forth herein, the City shall, within 24 hours following the commencement of any Service Interruption affecting the Water System, identify the cause of such Service Interruption and commence appropriate repair, restoration and maintenance measures to restore full Systems operations and service to the Project. Notwithstanding anything to the contrary set forth herein, the City shall within two hours following the commencement of any Service Interruption (as defined below) affecting the Wastewater System identify the cause of such Service Interruption and

commence appropriate repair, restoration and maintenance measures to restore full Systems operations and service to the Project. The City shall diligently pursue such repair, restoration and maintenance measures until the Service Interruption is remedied and full Systems operations to the Project are restored. Subject to product shortages, the City shall at all times have access to an inventory of spare components, parts, facilities, infrastructure and related appurtenances reasonably anticipated and necessary for the City to fulfill its obligations hereunder. The City shall cause suitably trained employees or third-party maintenance contractors to be available and on call to provide critical repair, restoration and maintenance services 24 hours per day, 7 days per week. To the extent that full repair, restoration or maintenance of a Service Interruption shall not be completed within 24 hours following the commencement of such Service Interruption, the City shall promptly, but in any event not more than 48 hours following the commencement of the Service Interruption, coordinate with the Company to establish temporary alternative systems to restore Water and Wastewater service to the Project, which alternative systems shall remain fully operational until such time as a full repair, restoration or maintenance of the Systems is effectuated. The City shall maintain maintenance and repair records for the Systems, and upon the Company's reasonable public records request therefor, make such records promptly available for review by the Company or its employees, agents or representatives.

5.4 **Service Capacity Limitation Notices.** The City shall provide to the Company's Service Designee notice of any facts or circumstances (including damage to any infrastructure serving the Project) that could result in a reduction in the Permitted Intake or the Permitted Discharge, or that could result in Water or Wastewater that does not meet the Required Quality, within 48 hours following learning of such facts or circumstances or that a reduction in Water or Wastewater service might result therefrom.

5.4.1 Any notice, required under this section of the Agreement, shall be in writing and delivered via email to the Company's Service Designee. The Company may change the Company's Service Designee by providing notice to the City pursuant to Section 11.3 of this Agreement.

5.5 **New or Renewed Permits.** The City shall within thirty (30) days following issuance of any new or renewed permits relating to the Systems deliver to the Party's Notice Designee of the Company copies of such permits. The City shall make available copies of its then-current permits relating to the Systems promptly upon the Company's request therefor.

5.6 **Enforcement Notices.** The City shall operate the Systems in compliance with all applicable Laws and permits and shall use appropriate best management practices for Systems operations. The City shall promptly provide to the Company's Service Designee any Enforcement Notice no later than five (5) days following receipt thereof by the City. The City shall inform the Company's Service Designee within five (5) days following the City's learning of any enforcement actions taken by the State of Idaho or any agency thereof or the United States Government or any federal agency against the City in connection with the City's operation or management of the Systems. If the City receives an Enforcement Notice that contains a demand, requirement or deadline that could result in a Service Interruption for the Project, then the City shall promptly, but in no event later than five (5) days following its receipt of such Enforcement Notice, coordinate with the Company's Service Designee to establish temporary, alternative mechanisms to provide

Water and Wastewater services until the applicable Service Interruption, if any, is repaired or restored. In the case of such a Service Interruption, the City shall use reasonable efforts under the circumstances to restore Water and Wastewater services at the levels required under the Reservations. The City shall comply with all applicable federal and state public notification requirements regarding any Enforcement Notice.

SECTION 6
FEES AND RATES FOR CONNECTIONS AND SERVICES

6.1 **Rate Study.** The City does not have a current rate system for Water and Wastewater service. The City shall timely commence a rate study and, based on the study, adopt reasonable service rates that are reflective of actual cost of service for appropriate classes of uses.

6.1.1 Reasonable Fees and Rates. The City's rate study shall comply with the requirements of applicable Laws in connection with setting the Rates, and the Rates shall be reasonable. The Water Rate shall be based only upon the City's actual operating, maintenance and capital outlay expenses for the Water System. The Wastewater Rate shall be based only upon the City's actual operating, maintenance and capital outlay expenses for the Wastewater System. The Company acknowledges that a public hearing must be held prior to any Rate increase of five percent (5%) or more. The City shall not charge the Company any additional fees or rates solely applicable to the Project, the Subject Real Property or the data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Subject Real Property or the data center industry.

6.2 **Effect of Non-Payment for Service.** The City reserves the right to disconnect Water or Wastewater service for non-payment of undisputed amounts to the extent set forth in the Code; provided, however, that prior to any disconnection, the City shall provide the Company a minimum of sixty (60) days, after the date on which the unpaid invoice was due, to pay such invoice and shall provide the Company with notification of termination at the Subject Real Property at least seven (7) days before any service is disconnected.

6.3 **No Additional Fees.** Without limiting the generality of the foregoing, given that the Company constructed and dedicated to the City the Water Infrastructure and Wastewater Infrastructure at the Company's sole expense, the City agrees that the Company shall not be charged any application fees related to water and wastewater, connection fees or Systems development fees in connection with receiving service from the Water System and the Wastewater System.

6.4 **Measurement of Wastewater Discharge.** The City and the Company acknowledge that a significant amount of Water entering the Project from the City's water meter will be consumed and evaporated and the resulting discharge amount of Wastewater will be lower than the amount of Water entering the Project. It is agreed that a separate meter (or meters) for Wastewater discharges will be purchased and installed by the City for the Project to measure the actual discharge amount from the Project and that the Company will only be

charged for the number of gallons discharged into the Wastewater System. The Company will reimburse the City for costs of such meters.

6.5 **No Discrimination.** The City shall not discriminate against the Company in connection with the setting of the Water service rate for the Project ("Water Rate") or the Wastewater service rate for the Project ("Wastewater Rate") (together, "Rates"). The City shall set the Rates in accordance with the City Council's approved rate study conducted pursuant to Section 6.1 of this Agreement. The Company shall not be charged for use of, or otherwise obligated to pay amounts in connection with, the Systems other than (i) charges (at the Water Rate) attributable to the portion of the Reservations for Water actually used by the Project and (ii) charges (at the Wastewater Rate) attributable to the number of gallons actually discharged into the Wastewater System by the Project, as determined by a separate discharge meter.

SECTION 7
ADDITIONAL PROPERTY

7.1 **Additional Property.** The Company may from time to time acquire additional real property (whether in one or more parcels, "Additional Property"), and subject to the following process and qualifications, this Agreement shall apply to such Additional Property and the definition of "Subject Real Property" shall include such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto:

7.1.1 The Company must provide notice to the City Planning and Zoning Department to amend this Agreement to include qualifying Additional Property within five (5) years after the Effective Date, subject to the extension provision in Section 7.1.1.1.

7.1.1.1 Extension: The Company may file with the City written requests for one-year extensions of the date set forth in Section 7.1.1. Under no circumstances, will the City Council be obligated to grant the extension requests.

7.1.2 The Additional Property must have been an existing parcel contiguous to the Subject Real Property upon the Effective Date as depicted on ***Exhibit D***.

7.1.3 The Additional Property must be owned by the Company.

7.1.4 The application for annexation and zoning of the Additional Property must request a light industrial (M-1) zoning classification.

7.1.5 The Additional Property shall be subject to a development agreement with the following conditions:

7.1.5.1. The terms and conditions of the M-1 Development Agreement and the Project Development Agreement; and

7.1.5.2. Any use of the Additional Property shall be by the Company as an adjunct to the Project; and

7.1.5.3. The terms and conditions of the Infrastructure Agreement shall apply to any additional water and/or wastewater infrastructure, needed to serve the development of the Additional Property, and

7.1.5.4. The additional real property, when fully developed, will not increase the Company's rights to receive water and/or wastewater services, pursuant to this Agreement; and

7.1.5.5. This Agreement is to be amended accordingly upon the annexation of any additional real property.

7.1.6 The provisions in this Section 7 do not relieve the Company from obtaining any necessary approvals to use the Additional Property such as annexation, zoning, design review, and building permits.

SECTION 8
TERM

8.1 **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue until terminated in accordance herewith.

8.2 **Termination.** Prior to commencing Project operations, the Company may at any time and for any reason terminate this Agreement automatically upon written notice to the City. Following commencement of Project operations, the Company may terminate this Agreement following at least thirty (30) days' notice to the City. Upon termination, City shall not be obligated to serve the Project and this Agreement shall be null and void.

SECTION 9
ADDITIONAL PHASES

9.1 Additional Phases. The Company anticipates that it may develop the Subject Real Property in a manner that would require additional phases of Water and Wastewater capacity in addition to, and similar in size and scope to, Phase I, Phase II, and Phase III; each such additional phase beyond Phases I, II, and III is referred to as "Additional Phase".The City agrees to provide additional Water and Wastewater service to the Project sufficient to accommodate the Additional Phases in the same amounts per Phase as the Reservations (the "Additional Reservations"), with the understanding that if the City's water rights or the Water Infrastructure or Wastewater Infrastructure are insufficient to provide the Additional Reservations, the City may require the Company to (i) acquire andtransfer to the City the additional water rights necessary to serve such Additional Phases and (ii) pay to the City the proportionate share of the reasonable costs of any constructionnecessary to expand the Water System and/or the Wastewater System that is attributable to such Additional Phases.

SECTION 10
DEFAULT AND REMEDIES

10.1 **Generally.** In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (x) terminate this Agreement and seek damages from the defaulting Party or (y) enforce this Agreement by the remedy of damages or specific performance or both.

10.2 **Service Interruptions.** Notwithstanding the foregoing but subject to Section 5.3, if the City breaches its obligations to provide continuous Water and Wastewater services under this Agreement, it shall be liable to the Company for damages to the extent arising from such breach. Further, in the event of a Service Interruption, the notice and response requirements of Section 5.4 shall be controlling in lieu of the notice and response periods provided pursuant to Section 11.3.

10.3 **Mutual Waiver of Consequential Damages.** Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

SECTION 11
MISCELLANEOUS

11.1 **Force Majeure.** If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible.

11.2 **Recitals.** The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

11.3 **Notice.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 11.3, notices to the Parties shall be delivered as follows:

City: City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

Company: Brisbie LLC
c/o Givens Pursley LLP
Attn: Deborah Nelson
Givens Pursley LLP
601 West Bannock Street
Boise, ID 83702

[Party notice name and addresses to be updated with Party's Service Designee information in ***Exhibit C***, once provided]

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

11.4 **Assignment.** The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Subject Real Property. If the Company sells the Subject Real Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Subject Real Property, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder. The Company shall provide written notice to the City of any assignment (including a conformed written copy of the assignment).

11.5 **Run with the Land.** This Agreement shall run with the Subject Real Property and any portion thereof as it may be subdivided or recombined. The Company may record in the Official Records of Ada County a memorandum of this Agreement setting forth the existence of this Agreement.

11.6 **Entire Agreement.** This Agreement, between the Parties (including all Exhibits attached hereto), contains all of the terms and conditions regarding the subject matter herein, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives (except, as is relevant, the provisions of the Infrastructure Agreement) with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for the Company's right to modify the description of the Subject Real Property from time to time as set forth in Section 7.1, no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest

extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.

11.7 **Waivers.** Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

11.8 **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.

11.9 **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

11.10 **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

11.11 **Business Days.** As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Idaho. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or

obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Idaho, then the date for performance thereof shall be extended to the next Business Day.

11.12 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable Law, or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

11.13 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, data and information related to the Company's actual or projected consumption or usage of all or any portion of the Reservations shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within 2 Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company a copy of the request, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.

11.14 Attorneys' Fees. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses. The provisions of this Section 11.13 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

11.15 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

11.16 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM,

DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

11.17 **Ethical Business Practices; No Procurement Process.** In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all Laws, including without limitation anti-corruption legislation, and that it has used and shall use only legitimate and ethical business practices. The performance any obligations under this Agreement does not require the Company to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.

[Signatures appear on following page]

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

CITY:

City of Kuna,
a municipal corporation of the State of Mayor

By:_____
Name:_____
Title: _____

ATTEST:

By:_____
Name:_____
Title: City Clerk

COMPANY:

Brisbie LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: _____

EXHIBIT A

Legal Description and Depiction of Subject Real Property

The Land referred to herein below is situated in the County of Ada, State of ID, and is described as follows:

PARCEL 1:

LOT 2, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

PARCEL 2:

LOTS 3 AND 4 AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, IN ADA COUNTY, STATE OF IDAHO.

PARCEL 3:

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 0°08'05" WEST BETWEEN THE 5/8" REBAR ILLEGIBLE CAP MARKING THE SOUTHWEST CORNER OF SECTION 6, AND THE ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SECTION 6, BOTH IN TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN

PARCEL B RECORD OF SURVEY 10795 BEING A PORTION OF GOVERNMENT LOT 1, GOVERNMENT LOT 2 AND 3, SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SECTION 6; THENCE

SOUTH 0°05'21" WEST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/6" REBAR WHICH IS THE POINT OF BEGINNING; THENCE CONTINUING

SOUTH 0°05'21" WEST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2107.72 FEET TO THE EAST QUARTER OF SAID SECTION 6; THENCE

NORTH 89°17'57" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2645.64 FEET TO A 5/8" REBAR MARKING THE C1/4 CORNER OF SAID SECTION 6; THENCE

NORTH 89°17'57" WEST, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1318.37 FEET TO A 5/8" REBAR MARKING THE CW1/16 CORNER; THENCE

NORTH 0°09'14" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 2663.23 FEET TO A 5/6" REBAR MARKING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE

SOUTH 89°25'26" EAST, COINCIDENT WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1324.71 FEET TO A 1/2" REBAR MARKING THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE

SOUTH 89°00'46" EAST, COINCIDENT WITH THE NORTH LINE OF GOVERNMENT LOT 2 AND 1, A DISTANCE OF 2250.75 FEET TO A 5/8" REBAR; THENCE

SOUTH 0°05'21" WEST PARALLEL WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/8" REBAR; THENCE

SOUTH 89°00'46" EAST, PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 1, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

PARCEL B OF ROS 11735, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER OF CORNER OF SAID SECTION 6 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 6 BEARS

SOUTH 89°00'46" EAST, 2,650.75 FEET;

THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6

SOUTH 89°00'46" EAST, 1,348.00 FEET TO THE REAL POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE

SOUTH 89°00'46" EAST, 902.76 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE

SOUTH 00°05'21" WEST, 545.00 FEET; THENCE

SOUTH 89°00'46" EAST, 400.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID SECTION 6; THENCE ALONG SAID EAST BOUNDARY LINE

SOUTH 00°05'21" WEST, 2,107.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE THE EAST-WEST CENTERLINE OF SAID SECTION 6

NORTH 89°17'57" WEST, 1,302.66 FEET; THENCE LEAVING SAID EAST-WEST CENTERLINE

NORTH 00°05'21" EAST, 2,659.23 FEET TO THE REAL POINT OF BEGINNING.

and

A portion of the NE 1/4 of Section 6, T.1N., R.2E., B.M., Ada County, Idaho being more particularly described as follows:

Commencing at the N1/4 of corner of said Section 6 from which the NE corner of said Section 6 bears South 89°00'46" East, 2,650.75 feet;

thence along the North boundary line of said Section 6 South 89°00'46" East, 1348.00 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said North boundary line South 89°00'46" East, 902.76 feet;

thence leaving said North boundary line South 00°05'21" West, 545.00 feet;

thence South 89°00'46" East, 400.00 feet to a point on the East boundary line of said Section 6;

thence along said East boundary line South 00°05'21" West, 2,107.72 feet to the E1/4 corner of said Section 6;

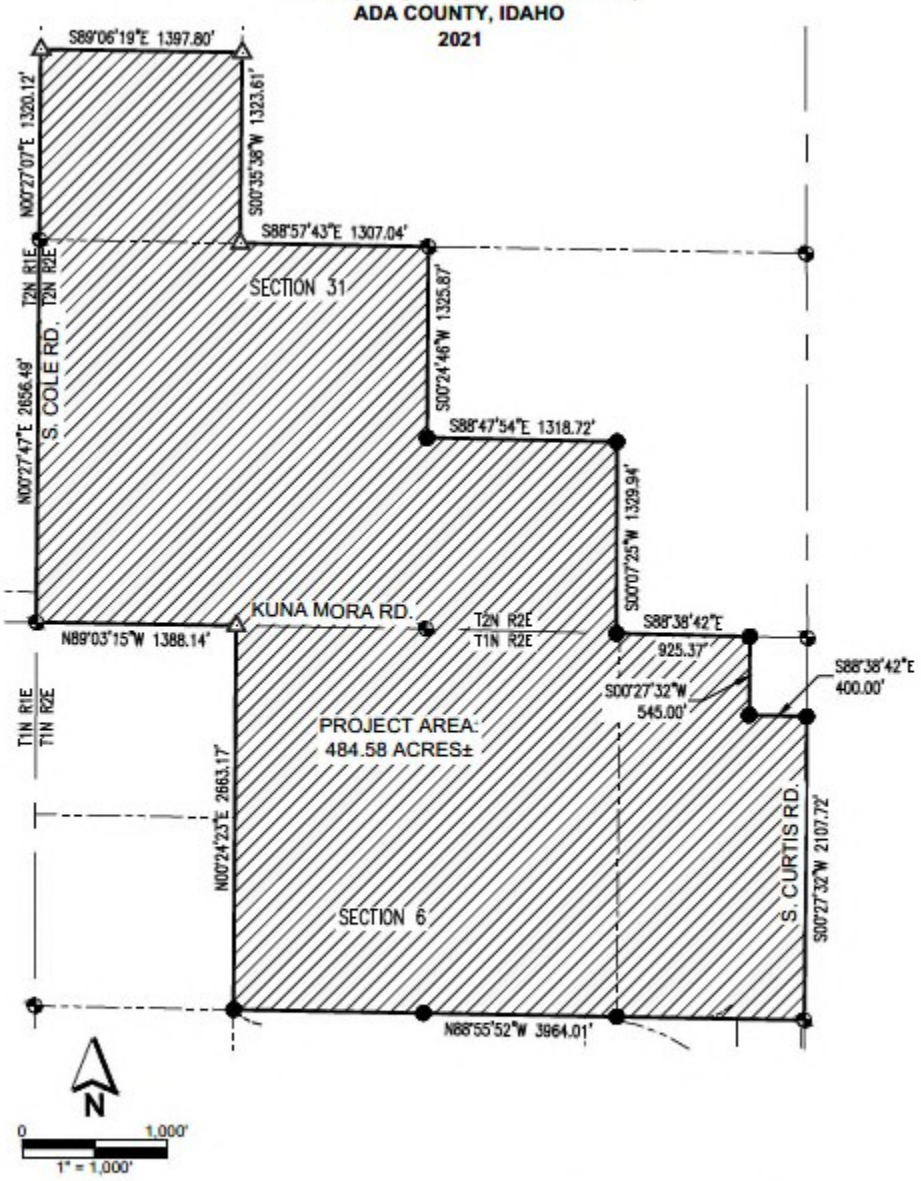
thence the East-West centerline of said Section 6 North 89°17'57" West, 1,302.66 feet;

thence leaving said East-West centerline North 00°05'21" East, 2,659.23 feet to the **REAL POINT OF BEGINNING**. Containing 74.42 acres, more or less.



EXHIBIT MAP

LOCATED IN SEC. 6, T1N, R2E, &
SEC. 31, T2N, R2E, BOISE MERIDIAN,
ADA COUNTY, IDAHO
2021



PROJECT: PEREGRINE - EAST KUNA	
PROJECT AREA	
DATE: NOVEMBER 23, 2021	SHEET 1 OF 1

Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
P 208.898.0012
WWW.PARAMETRIX.COM

EXHIBIT B

RESERVATIONS

1. Water Capacity Reservation. The Water capacity reservation for each Phase of the Project is 560,000 gallons per day, with a maximum flow rate as defined in the table below, and within the range of 60-90 pounds per square inch (the "Water Capacity Reservation"), which the Company anticipates will become necessary in the following "Phases": [Phase I, Phase II and Phase III] (each, a "Phase" and collectively the "Phases" of the Water Capacity Reservation).

Phase	Pressure (PSI)	Peak Flowrate (GPM)	Peak Daily Volume (Gallons/Day)
1	60-90	2500	560,000
2	60-90	2500	1,120,000
3	60-90	3000	1,680,000

2. Wastewater Capacity Reservation. The Wastewater capacity reservation for each Phase of the Project is 280,000 gallons per day, with a maximum flow rate as defined in the table below (the "Wastewater Capacity Reservation"), which the Company anticipates will become necessary in the following "Phases": [Phase I, Phase II and Phase III] (each, a "Phase" and collectively the "Phases" of the Wastewater Capacity Reservation).

Phase	Peak Flowrate (GPM)	Peak Daily Volume (Gallons/Day)
1	750	280,000
2	1500	560,000
3	2000	840,000

3. Fire Capacity. The City represents and warrants to the Company that the Water System has, and agrees that at all times during the Term of this Agreement the Water System will have the capacity to deliver a minimum of 2500 gallons of water per minute to the Subject Real Property for the duration of no less than four (4) hours to supply water to load the Project's sprinkler system and to supply water to the Subject Real Property in the event of a fire.

EXHIBIT C

PARTY NOTICE DESIGNEES

Company's Service Designee

Company Position

Name

E-mail Address

Party's Notice Designees:

Company:

Position Held:

Name :

Office Address:

Mailing Address:

E-mail Address:

City:

Position Held:

Name:

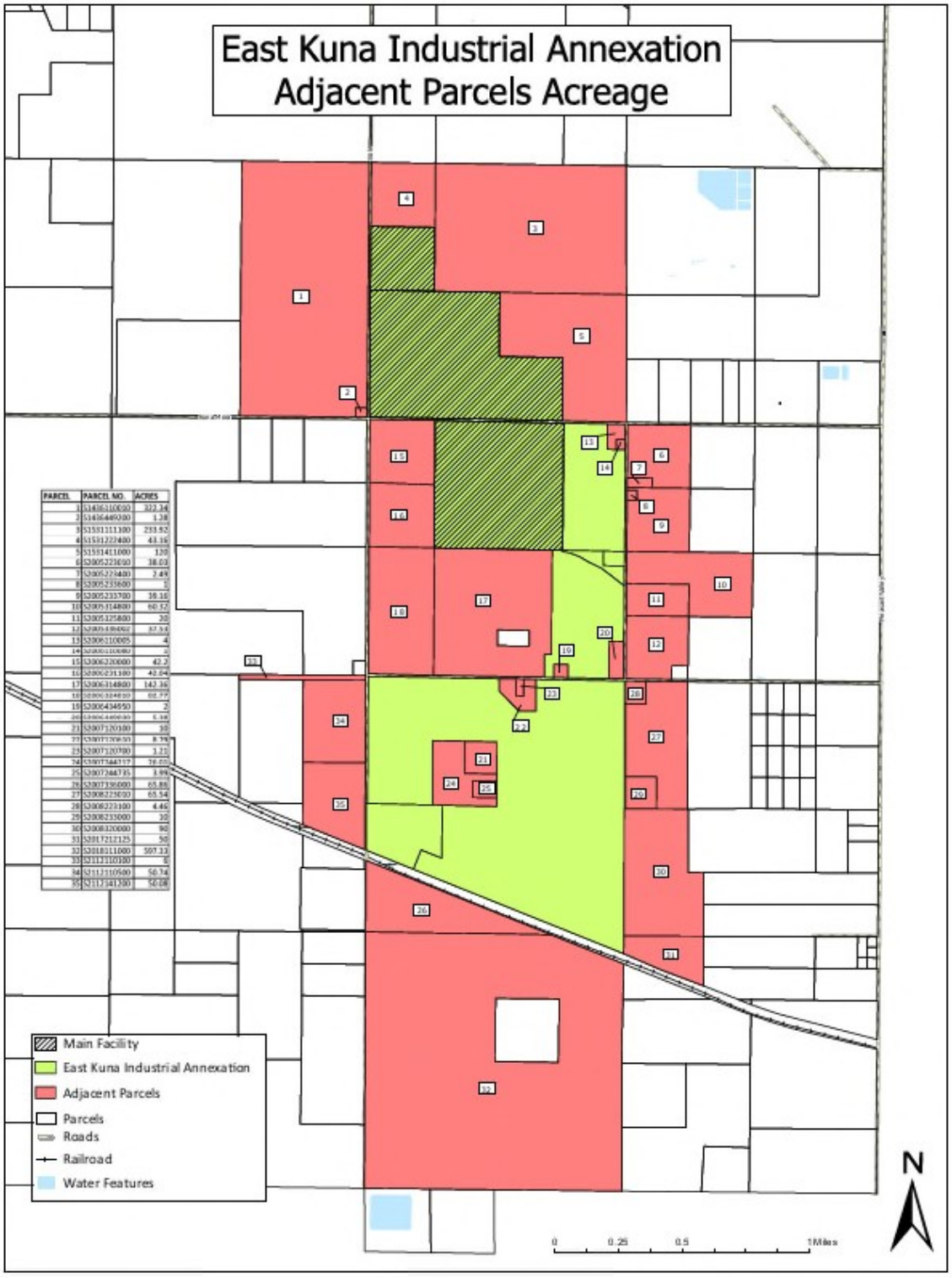
Office Address:

Mailing Address:

E-mail Address:

EXHIBIT D

CONTIGUOUS PARCELS



BEFORE THE CITY COUNCIL
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **ROBIN AND DIANA SANDERS** For Annexation of *1113 and 1169 N Black Cat Road Annexation*.	)	**Case Nos. 21-06-AN (Annexation)** **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF APPROVAL OF ANNEXATION APPLICATION.**

THESE MATTERS came before the City Council for public hearing on November 16, 2021 for the receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Application. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.6	Staff Memo			X
1.2	Planning and Zoning Commission Findings of Fact			X
1.3	Planning and Zoning Commission Sign-in-Sheet			X
1.4	Planning and Zoning Commission Meeting Minutes			X
2.1	Planning and Zoning Application Coversheet			X
2.2	Annexation Application			X

2.3	Narrative			X
2.4	Legal Description			X
2.5	Vicinity Map			X
2.6	1113 N Black Cat Road Deed			X
2.7	1169 N Black Cat Road Deed			X
2.8	Neighborhood Meeting Certification			X
2.9	Commitment to Property Posting			X
2.17	Agency Transmittal			X
2.18	Ada County Development Services			X
2.19	Nampa and Meridian Irrigation District			X
2.20	Central District Health Department			X
2.21	City Engineer			X
2.22	Ada County Highway District			X
2.23	Planning and Zoning Commission Website Notice			X
2.24	Planning and Zoning Commission Kuna Melba News			X
2.25	Planning and Zoning Commission Mailer			X
2.26	Planning and Zoning Commission Proof of Property Posting			X
2.27	City Council Proof of Property Posting			X
2.28	City Council Kuna Melba News			X
2.29	City Council Mailer			X
2.30	City Council Website Notice			X
2.32	City Council Proof of Property Posting Correction			X
2.33	City Council Kuna Melba News Correction			X
2.34	City Council Mailer Courtesy Notice			X
2.31	Alta Graham Public Comment			X
2.36	Brendan Brazee Public Comment			X
2.37	Alta Graham Public Comment 11.08.2021			X
2.38	William Graham Public Comment 11.08.2021			X

1.2 Hearings

1.2.1 The City Council heard this on November 16, 2021. The FCO's have been requested to go to the City Council on December 7, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Planning and Zoning Commission's August 24, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner II

1.3.1.2 Appearing for the Applicant:
Diana Sanders, 1113 N Black Cat Road, Kuna, ID 83634
Josh Sanders, 1169 N Black Cat Road, Boise, Idaho, 83634

1.3.1.3 Neighboring property owner's appearing in favor:
None

1.3.1.4 Neighboring property owner's appearing neutral:
None

1.3.1.5 Neighboring property owner's appearing in opposition:
None

II
DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the November 16, 2021 hearing on the Annexation for 1113 and 1169 N Black Cat Road in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City and in Ada County and Canyon County.

Newspaper	***Date Published***
Kuna Melba News	November 3, 2021

3.1.2.2 Notice for the November 16, 2021 hearing containing the legal description of the property proposed to be Annexed was mailed on November 2, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the November 16, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on October 28, 2021. A Proof of Property Posting was provided to staff on October 28, 2021.

3.1.2.4 Notice for the November 16, 2021 hearing was posted on the City Website.

3.2 Findings Regarding Annexation

3.2.1 The land for proposed Annexation is comprised of two (2) parcels totaling approximately 9.8 acres. The parcels are as follows:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Robin and Diana Sanders	4.9	RR (Ada County)	S1321141880
Ronin and Diana Sanders	4.9	RR (Ada County)	S1321141920

3.2.2 The landowners of the parcel at issue did not oppose Annexation.

3.2.3 The existing land uses and zoning designations for lands surrounding the subject parcel is as follows:

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

3.2.4 1113 N Black Cat Road contains a 1,586 square foot home with a 576 square foot attached garage. 1169 N Black Cat Road contains a 1,792 square foot mobile home with a 2,000 square foot barn. Vegetation in direct proximity to the primary dwelling units includes trees, shrubs and grass. Vegetation on the remainder of the site is consistent with that of pasture-like fields.

3.2.5 The parcels have an estimated average slope of 3% to 5.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 and 40 inches.

3.2.6 There is no development associated with this application, the Ada County Highway District (ACHD) has provided comments detailing what will be required as a part of a future development application.

3.2.7 The proposed project takes frontage on Black Cat Road. Black Cat Road is currently improved with two (2) travel lanes, 25 feet of pavement and no curb, gutter or sidewalk abutting the site. There is 55 feet of right-of-way, 30 feet from Centerline. The City of Kuna Street Circulation Map identifies Black Cat Road as a Minor Arterial. As part of any future development application, the applicant will be required to dedicate additional right-of-way to total 39-feet from centerline, with an eight-foot-wide detached sidewalk within a 20–30-foot landscape buffer in accordance with ACHD policy and KCC standards.

3.2.8 The subject site currently has three (3) unimproved driveways that provide access to the site from Black Cat Road located 85, 178 and 322 feet south of the site's northernmost property line. ACHD approved a private road application for the site on April, 2021 requiring that the driveways located 85 and 322 feet south of the site's northernmost property line be closed. The driveway located 178 feet south of the site's northernmost property line was approved to be improved as a 24-foot-wide private road/driveway and is currently under construction.

3.3 Testimony of the City Planner

3.3.1 **Conclusions**: The City Planner, in a staff memo to the City Council dated November 16, 2021 confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 The Applicant held a Neighborhood Meeting with residents within 300 ft of the proposed project area on May 22, 2021, there were no attendees. Neighborhood Meeting minutes, as well as mailed materials, have been provided as a part of this application.

3.3.1.2 The property is currently zoned RR (Rural Residential) within unincorporated Ada County; the Applicant is proposing to Annex the approximately 9.8 -acres with a R-2 (Low Density Residential) zoning district classification. The property is contiguous to Kuna City Limits to the east of the subject site, which makes it eligible to be consideration of Annexation. The property owner is consenting to the annexation and the property is contiguous with Kuna City limits situated to the east of the subject site. Idaho Statutes §50-222 grants cities the authority to Annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services

in urbanizing areas and to equitably allocate the costs of public services in management of development on the urban fringe.

3.3.1.3 This request is limited to the Annexation of the land into Kuna City Limits, no development is associated with this application.

3.3.1.4 Staff has determined the Applicant's Annexation request is in compliance with Idaho Statutes §50-222 and the goals and policies set in Kuna's Comprehensive Plan. Staff recommended that if the City Council approved Case No. 21-06-AN, that the Applicant be subject to the Conditions of Approval listed in section "X" of this report, as well as any additional Conditions designated by the City Council.

3.3.2 Staff Recommendations: As a result of the review, City Planner II, Doug Hanson, recommended if the City Council approved Case No. 21-06-AN (Annexation), the applicant be subject to the following Conditions of Approval:

3.3.2.1 Upon development 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:

3.3.2.1.1 The City Engineer shall approve all sewer connections.

3.3.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan.

3.3.2.1.3 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".

3.3.2.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

3.3.2.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.3.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).

3.3.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

3.3.2.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.

3.3.2.3 Compliance with Idaho Code §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.

3.3.2.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the KMIS of the City.

3.3.2.5 The Owner/Developer/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through the public hearing process.

3.3.2.6 The Owner/Developer/Applicant shall follow staff, City Engineers and other agency requirements as applicable.

3.3.2.7 The Owner/Developer/Applicant shall comply with all local, state and federal laws.

3.4 Other Testimony

3.4.1 11/16/2021 Public Hearing – Diana Sanders, 1113 N Black Cat Road, Kuna, Idaho 83634, introduced herself as the Applicant and let the Planning and Zoning Commission know that her son, Josh Sanders, would be speaking on her behalf.

3.4.2 11/16/2021 Public Hearing – Josh Sanders, 1169 N Black Cat Road, Kuna, Idaho 83634, discussed their desire to annex into the City of Kuna in order to be more involved within the City, such as voting in local elections. He discussed that the Annexation would lead to the creation of five (5) lots. They had already begun construction on a road approved by Ada County and have closed two (2) of the three (3) driveways that access the subject properties. Mr. Sanders also spoked to

the concerns of Mr. Brazee's and Mrs. Graham's submitted written testimony about irrigation issues and possible development of a subdivision.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE PLANNING AND ZONING COMMISSION

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the City Council to hear this matter as provided in Idaho Code §50-222 and Kuna City Code 1-14-3.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

5.1 The City of Kuna has authority to annex lands into its boundaries pursuant to I.C. §50-222.

5.2 I.C. §50-222(1) provides that:

> [C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, *to enable the orderly development of private lands* which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocated the costs of public services in management of development on the urban fringe.

(emphasis added).

5.3 The proposed Annexation is a Category A Annexation as described in I.C. §50-222(3)(a), because the private landowner of the parcel at issue has consented to the proposed Annexation.

5.4 The Annexation, proposed by the Application of Case No. 21-06-AN, would constitute an orderly development and would not contribute to urban sprawl of the City.

VI
ORDER OF APPROVAL OF APPLICATION FOR ANNEXATION

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 Approve the Annexation application (Case No. 21-06-AN).

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 16th day of November 2021.

_____
Joe Stear, Mayor

BEFORE THE CITY COUNCIL
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **SELECT DEVELOPMENT & CONTRACTING LLC** For Preliminary Plat for the *Lugarno Terra North Subdivision*.	)	**Case Nos. 20-12-S (Preliminary Plat)** **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF APPROVAL OF PRELIMINARY PLAT APPLICATION.**

THESE MATTERS came before the City Council for Public Hearing on November 16, 2021 for receipt and consideration by the City Council of these recommended Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Application. The City Council does now hereby make and set forth the Record of Proceedings, and these recommended Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	City Council Staff Memo			X
2	Planning and Zoning Commission Findings of Fact			X
3	Planning and Zoning Commission Sign-in-Sheets			X
4	Planning and Zoning Commission Meeting Minutes			X
5	Commission and Council Review Application			X
6	Site Photos			X
7	Preliminary Plat Checklist			X

8	Design Review Application			X
9	Vicinity Map			X
10	Homeowner's Maintenance Agreement			X
11	Legal Description			X
12	Affidavit of Legal Interest			X
13	Deed			X
14	Letter of Intent			X
15	Commitment to Property Posting			X
16	TIS Executive Summary			X
17	Subdivision Name Reservation			X
18	Neighborhood Meeting Certification			X
19	Phasing Plan			X
20	Original Landscape Plan			X
21	Updated Landscape Plan			X
22	Original Preliminary Plat			X
23	Preliminary Plat 2.23.2021			X
24	Preliminary Plat 3.9.2021			X
25	Agency Transmittal			X
26	Department of Environmental Quality			X
27	Central District Health Department			X
28	Ada County Highway District			X
29	City Engineer			X
30	City Engineer Updated Comments			X
31	COMPASS			X
32	Planning and Zoning Commission Kuna Melba News			X
33	Planning and Zoning Commission Mailer			X
34	Planning and Zoning Commission Proof of Property Posting			X
35	City Council Kuna Melba News 4.28.2021			X
37	City Council Mailer 4.28.2021			X
38	City Council Proof of Property Posting 5.4.2021			X
39	City Council Kuna Melba News 10.27.2021			X
40	City Council Mailer 10.27.2021			X
41	City Council Proof of Property Posting 11.3.2021			X
42	City Council Website Notice			X

1.2 Hearings

1.2.1 City Council heard this on November 16, 2021. The FCO's have been requested to go to the City Council on December 7, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the City Council's November 16, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner II

1.3.1.2 Appearing for the Applicant:
William Edwards, Select Development

1.3.1.3 Neighboring Property Owner's appearing In Favor:
None

1.3.1.4 Neighboring Property Owner's appearing Neutral:
None

1.3.1.5 Neighboring Property Owner's appearing in Opposition:
None

II
DECISION

WHEREUPON THE PLANNING AND ZONING COMMISSION being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the November 16, 2021 hearing on the Preliminary Plat for Lugarno Terra North Subdivision was published in the *Kuna Melba Newspaper*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

Newspaper	*Dates Published*
Kuna Melba Newspaper	October 27, 2021

3.1.2.2 Notice for the November 16, 2021 hearing containing the description of the property proposed to be developed, was mailed on October 27, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the November 16, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on October 14, 2021. A Proof of Property Posting was provided to staff on November 3, 2021.

3.1.2.4 Notice for the November 16, 2021 hearing was posted on the City Website.

3.2 Findings Regarding Preliminary Plat

3.2.1 The land for proposed subdivision is comprised of one parcel totaling approximately 38.5 acres. The parcel includes the following:

Property Owner	**Parcel Size:**	**Current Zone:**	**APN:**
Select Development & Contracting	28.33	R-4 (Medium Density Residential)	R7534260375
Select Development & Contracting	0.21	R-4 (Medium Density Residential)	R7534260500
Select Development & Contracting	1.86	R-4 (Medium Density Residential)	R7534260218
Select Development & Contracting	8.12	R-4 (Medium Density Residential)	R7534260156

3.2.2 The proposal is for subdivision that would include 143 lots (123 residential lots and 20 common lots).

3.2.3 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	C-1	Neighborhood Commercial – Kuna City
South	R-4	Medium Density Residential – Kuna City
East	RR	Rural Residential – Ada County
West	R-4 RR	Medium Density Residential – Kuna City Rural Urban Transition – Ada County

3.2.4 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.2.5 The Applicant proposes to construct new sections of two mid mile collectors Ardell Road and Stroebel Road. Ardell Road is classified as an East-West Major Collector on the City of Kuna Street Circulation Map. Ardell Road is proposed to be constructed as half of a 36-foot-wide Collector roadway with 12-feet of pavement abutting the site's north property line. This street is not yet constructed and has been approved as a part of Ada County Highway District's (ACHD) action on the proposed Ledgestone Plaza Subdivision located directly north of the site. If the Ledgestone Plaza Subdivision has completed construction of Ardell road as half of a 36-foot street section with 12 additional feet of pavement, the Applicant will be responsible for any additional pavement widening required by ACHD and the installation of vertical curb, gutter and detached sidewalk in accordance with Kuna City Code (KCC) and ACHD Policy. If Ledgestone Plaza has not constructed this section of Ardell Road, the Applicant will be responsible for constructing the roadway as half of a 36-foot street section with 12 additional feet of pavement with vertical curb, gutter and detached sidewalk in accordance with KCC and ACHD policy.

3.2.6 Stroebel Road is listed as a North-South Minor Collector on the City of Kuna Street Circulation Map. Stroebel Road will be constructed as half of a 36-foot street section with 12 additional feet of pavement with vertical curb, gutter and detached sidewalk in accordance with KCC and ACHD policy.

3.2.7 ACHD recommends that the Applicant provide additional right-of-way to connect to the Truax property (APN: S1418320075) located directly west of the subject site. The Applicant has proposed to provide 15 feet of frontage to the public road identified on the Preliminary Plat as N Ryde Avenue, which is not seen as a sufficient amount of right of way. ACHD calls for the Applicant to provide a minimum of 50-feet of right of way extending from the street identified on the Preliminary Plat as E Fort Erie Street to the site's west property line.

3.2.8 There is an existing unpaved circular private drive at the site's west property line. The Applicant has proposed to close the private drive within the site through the construction of curb, gutter and sidewalk for the street identified on the Preliminary Plat as Ryde Avenue.

3.2.9 The Preliminary Plat dated October 4, 2020, proposed perpendicular parking stalls on the streets identified on the Preliminary Plat as Mortdale Avenue, Rockdale Avenue and Hurtsville Avenue. ACHD has called for these parking stalls to be removed and replaced with off street parking should it be needed to serve the site. The updated Preliminary Plat dated January 14, 2021, shows that the perpendicular parking stalls have been removed.

3.2.10 Mortdale Avenue will stub into the Lugarno Terra Subdivision (approved on November 20, 2018) at the site's south property line. The Applicant has also proposed the street identified on the Preliminary Plat as Woodland Drive to stub into the adjacent property to the west.

3.2.11 Per ACHD's report and the submitted Traffic Impact Study, the current intersections of Deer Flat Road and Meridian Road, Columbia Road and Locust Grove Road, Stroebel Road and Hubbard Road, Ardell Road and Meridian Road, and Ardell Road and Locust Grove Road will not meet minimum operational thresholds with the buildout of this development. Once mitigation improvements are completed, per the submitted TIS the surrounding intersections will be back within an acceptable operational threshold. Staff shall require the Applicant to work with ACHD and the City to complete all required

mitigation improvements to the surrounding intersections as detailed in the ACHD staff report.

3.3 Testimony of the City Planner

3.3.1 Conclusions: The City Planner, in a staff report to the City Council dated November 16, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 A Pre-Application Meeting was held with the applicant on July 16, 2020, representatives from Planning and Zoning, Public Works, Parks and Recreation, ACHD and the Kuna Police Department were in attendance. The Applicant held a Neighborhood Meeting on October 2, 2020. There was a total of three (3) residents who attended the meeting. Neighborhood Meeting minutes have been provided as a part of this application.

3.3.1.2 The applicant initially proposed to subdivide the approximately 38.5-acres into 153 total lots (133 buildable lots and 20 common lots). On February 25, 2021 the applicant submitted a revised Preliminary Plat with 143 total lots (123 buildable lots and 20 common lots) to meet the desires of the Planning and Zoning Commission. The property is zoned R-4 (Medium Density Residential) within Kuna City Limits. The overall gross density of the project was reduced from 3.45 to 3.19 Dwelling Units per Acre (DUA).

3.3.1.3 4.81 acres, or 12.5% of the project, is proposed to be open space, including all buffers, parks, and pathways. 3.13 acres, or 8.12% of the project, are considered useable open space as defined by KCC 5-1-6-2. Included in the useable open space is a park area with shelter, playground and tennis court. Pathways are provided throughout the subdivision to provide pedestrian connectivity. KCC 5-17 requires developments with a range of 101 to 150 homes/dwelling units to devote 8.00% of the development area to useable open space; staff views the open space to be in compliance with KCC.

3.3.1.4 Lugarno Terra North sewage is anticipated to flow to the Patagonia Lift Station and subsequently to the Danskin Lift Station. Per Kuna City Engineer comments (Exhibit B-5) Danskin Lift Station is at capacity, however, correspondence between the City Engineer in an e-mail dated February 12, 2021, which can be seen as a part of exhibit B-5, states that the applicant (Select Development) is an integral/active part of the Danskin Lift Station sewer basin solution. Due to the amount of time that has lapsed since the Public Works Department initially provided their memo, the City Engineer has provided updated comments in Exhibit B-7 of the packet, which further breaks down the contributions of the developer in increasing the Danskin Lift Station sewer force main capacity.

3.3.1.5 The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The Applicant has not included proposed locations of streetlights on the Preliminary Plat; the Applicant will be required to work with staff in order to comply with KCC and install street lights with a maximum spacing of 250 ft. The final location of street lights will be approved at the time

of construction document review. Staff would note that these streetlights must be designed and installed according to "Dark Sky" standards.

3.3.1.6 A Design Review application for common area landscaping and open space was included as a part of the overall application. The application includes several internal pathways, staff will require the applicant comply with KCC 5-5-5-F and install "see-through" fencing. Staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and ACHD underground facilities. In the event that locations of landscaping are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a final landscape inspection. The Developer, Owner and/or Applicant is hereby notified that this project is subject to Design Review inspection fees; required inspections (post construction), are to verify landscaping compliance prior to signature on the Final Plat.

3.3.1.7 Kuna's Comprehensive Plan (Comp Plan) encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan that address the above listed items were included in Section VIII of the staff memo. Staff has reviewed the proposed Preliminary Plat for technical compliance, and finds the Preliminary Plat and landscape plan are in compliance Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The Applicant will be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends that if the City Council approves Case No. 20-12-S (Preliminary Plat), the Applicant be subject to the Conditions of Approval listed in section "X" of the staff memo, as well as any additional Conditions requested by City Council.

3.3.2 **Staff Recommendations:** As a result of the review, Planner II, Doug Hanson, recommends if City Council approves Case No. 20-12-S (Preliminary Plat), the applicant be subject to the following Conditions of Approval:

3.3.2.1 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:

3.3.2.1.1 The City Engineer shall approve all sewer hook-ups.

3.3.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

3.3.2.1.3 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".

3.3.2.1.4 The Kuna Rural Fire District (KRFD) shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by KRFD.

3.3.2.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.3.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).

3.3.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

3.3.2.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.

3.3.2.3 Compliance with Idaho Code §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.

3.3.2.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the KMIS of the City.

3.3.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding Master Plans.

3.3.2.6 Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

3.3.2.7 Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

3.3.2.8 Developer/Owner/Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

3.3.2.9 Street lights for the site shall be LED lighting and shall comply with Kuna City Code and established Dark Sky practices.

3.3.2.10 Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).

3.3.2.11 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 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.

3.3.2.12 Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

3.3.2.13 The Applicant shall install sod wherever the landscape plan (dated February 8, 2021) identifies "Lawn" and provide staff an updated landscaping plan accommodating the requested change.

3.3.2.14 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

3.3.2.15 If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat.

3.3.2.16 Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.

3.3.2.17 Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all Conditions of development as approved by the City Council, or seek amending them through the public hearing process.

3.3.2.18 Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.

3.3.2.19 Developer/Owner/Applicant shall comply with all local, state and federal laws.

3.3.2.20 Developer/Owner/Applicant shall not request Final Plat approval until the City's Public Works Director issues the Will-Serve Letter to the Applicant that states the City's Danskin Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.

3.3.2.21 In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC 6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.

3.3.2.22 Developer/Owner/Applicant is hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the quiet hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

3.3.2.23 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

3.4 Other Testimony

3.4.1 11/16/2021 Public Hearing – William Edwards, Select Development, testified about the two (2) types of housing products that would be offered, the project would be completed in three phases, the addition of a common lot at the request of ACHD, and the amenities that would be provided in the open space areas.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE CITY COUNCIL

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the City Council to hear this matter as provided in Idaho Code §50-13 & 67-65, and Kuna City Code 1-14-3.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

5.1 The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65.

5.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

5.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §§ 50-13 & 67-65 and Article 12, section 2.

VI
ORDER OF APPROVAL OF APPLICATION FOR PRELIMINARY PLAT

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 That the Preliminary Plat application (Case No. 20-12-S) is approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 7th day of December, 2021.

_____
Joe Stear, Mayor

BEFORE THE CITY COUNCIL
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF	)	**Case Nos. 20-13-S (Preliminary Plat)**
SELECT DEVELOPMENT & CONTRACTING LLC	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF RECCOMENDED APPROVAL OF PRELIMINARY PLAT APPLICATION.**
For Preliminary Plat for the *Lugarno Terra South Subdivision*.	)	

THESE MATTERS came before the City Council for Public Hearing on November 16, 2021 for receipt and consideration by the City Council of these recommended Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Applications. The City Council does now hereby make and set forth the Record of Proceedings, and these recommended Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
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5	Commission and Council Review Application			X
6	Site Photos			X

7	Preliminary Plat Checklist			X
8	Design Review Application			X
9	Homeowner's Maintenance Agreement			X
10	Legal Description			X
11	Affidavit of Legal Interest			X
12	Deed			X
13	Letter of Intent			X
14	Commitment to Property Posting			X
15	Subdivision Name Reservation			X
16	Neighborhood Meeting Certification			X
17	Original Landscape Plan			X
18	Updated Landscape Plan			X
19	Original Preliminary Plat			X
20	Updated Preliminary Plat			X
21	Agency Transmittal			X
22	Department of Environmental Quality			X
23	Central District Health Department			X
24	Boise Project Board of Control			X
25	Nampa Meridian Irrigation District			X
26	Ada County Highway District			X
27	City Engineer			X
28	City Engineer Updated Comments			X
29	Planning and Zoning Commission Kuna Melba News			X
30	Planning and Zoning Commission Mailer			X
31	Planning and Zoning Commission Proof of Property Posting			X
32	City Council Kuna Melba News 4.28.2021			X
33	City Council Mailer 4.28.2021			X
34	City Council Proof of Property Posting 5.3.2021			X
35	City Council Kuna Melba News 10.27.2021			X
36	City Council Mailer 10.27.2021			X
37	City Council Proof of Property Posting 11.3.2021			X
38	City Council Website Notice			X

1.2 Hearings

1.2.1 The City Council heard this on November 16, 2021, the FCO's have been requested to go to City Council on December 7, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the City Council's November 16, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner II

1.3.1.2 Appearing for the Applicant:
William Edwards, Select Development

1.3.1.3 Neighboring Property Owner's appearing In Favor:
None

1.3.1.4 Neighboring Property Owner's appearing Neutral:
None

1.3.1.5 Neighboring Property Owner's appearing in Opposition:
None.

II
DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the November 16, 2021 hearing on the Preliminary Plat for Lugarno Terra South Subdivision was published in the *Kuna Melba Newspaper*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

Newspaper	***Dates Published***
Kuna Melba News	October 27, 2021

3.1.2.2 Notice for the November 16, 2021 hearing containing the description of the property proposed to be developed, was mailed on October 27, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the November 16, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on October 14, 2021. A Proof of Property Posting was provided to staff on November 3, 2021.

3.1.2.4 Notice for the November 16, 2021 hearing was posted on the City Website.

3.2 Findings Regarding Preliminary Plat

3.2.1 The land for proposed subdivision is comprised of one (1) parcel totaling approximately 1.86 acres. The parcel includes the following:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Select Development & Contracting LLC	1.85 acres	R-6 – Medium Density Residential	S1419223001

3.2.2 The proposal is for subdivision that would include 13 lots (8 residential lots and 5 common lots).

3.2.3 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	RUT	Rural Urban Transition – Ada County
South	R-6	Medium Density Residential – Kuna City
East	RR	Rural Residential – Ada County
West	R-6	Medium Density Residential – Kuna City

3.2.4 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.2.5 The Applicant proposes to improve Deer Flat Road, which is listed as an East-West Minor Arterial on the City of Kuna Street Circulation Map. This section of Deer Flat Road is listed in Ada County Highway District's (ACHD) Capital Improvement Plan (CIP), in which this segment of Deer Flat Road abutting the site is to be widened to five (5) lanes between 2036 and 2040. As such, ACHD recommends the Applicant only be required to widen the pavement on Deer Flat Road abutting the site, to 17-feet from centerline of the roadway, and construct a 3-foot-wide gravel shoulder. The City of Kuna will require the Applicant to construct curb and gutter abutting the proposed site. Therefore, the Applicant will be required to improve Deer Flat Road as half of a 46-foot street section with vertical curb, gutter and detached sidewalk in accordance with KCC and ACHD policy.

3.2.6 The proposed site will take access from Deer Flat Road. The subdivision access is proposed as a local road constructed as a 36-foot street section within 50 feet of right-of-way, terminating in a cul-de-sac. On the Preliminary Plat dated October 4, 2020, the Applicant proposed to construct the cul-de-sac, and dedicate 50 feet of right-of-way

extending approximately 30 feet to the site's east property line, this does not satisfy ACHD's policy for a public road. However, the Applicant re-submitted a Preliminary Plat dated January 30, 2021, proposing to construct the cul-de-sac and a roadway stub into the property east of the subject site to satisfy ACHD's request.

3.2.7 Currently, there are two (2) unpaved driveways taking access to the site from Deer Flat Road. The Applicant has proposed to close the two existing driveways with sidewalk to match the improvements on either side of Deer Flat Road.

3.3 Testimony of the City Planner

3.3.1 **Conclusions**: The City Planner, in a staff report to the City Council dated November 16, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 A Pre-Application Meeting was held with the Applicant on July 16, 2020, representatives from Planning and Zoning, Public Works, Parks and Recreation, ACHD and the Kuna Police Department were in attendance. The Applicant held a Neighborhood Meeting on October 2, 2020, there was a total of three residents in attendance. Neighborhood Meeting Minutes have been provided as a part of this application.

3.3.1.2 The applicant is proposing to subdivide the approximately 1.85-acres into 13 total lots (8 buildable lots and five common lots), the property is zoned R-6 (Medium Density Residential) within Kuna City Limits. The overall gross density of the project is 3.5 Dwelling Units per Acre (DUA).

3.3.1.3 Approximately 0.57 acres, or 30.0% of the project, is proposed to be open space, including all buffers. Approximately 0.13 acres, or 7.1% of the project, is considered useable open space as defined by Kuna City Code (KCC) 5-1-6-2. KCC 5-17 requires developments with a range of 7 to 50 homes/dwelling units to devote 7.00% of the development area to useable open space; staff views the open space to be in compliance with KCC.

3.3.1.4 Lugarno Terra South sewage is anticipated to flow to the Patagonia Lift Station and subsequently to the Danskin Lift Station. Per Kuna City Engineer comments (Exhibit B-7) Danskin Lift Station is at capacity, however, correspondence between the City Engineer in an e-mail dated February 12, 2021, which can be seen as a part of exhibit B-7, states that the Applicant (Select Development) is an integral/active part of the Danskin Lift Station sewer basin solution. Due to the amount of time that has lapsed since the Public Works Department initially provided their memo, the City Engineer has provided updated comments in Exhibit B-8 of the packet, which further breaks down the contributions of the developer in increasing the Danskin Lift Station sewer force main capacity.

3.3.1.5 The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The Applicant has not included proposed locations of streetlights on the Preliminary Plat; the Applicant will be required to work with staff in order to comply with KCC and install street lights with a maximum spacing of 250 ft. The final location of street lights will be approved at the time

of construction document review. Staff would note that these streetlights must be designed and installed according to "Dark Sky" standards.

3.3.1.6 A Design Review application for common area landscaping and open space was included as a part of the overall application. Staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and ACHD underground facilities. In the event that locations of landscaping are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a final landscape inspection. The Developer, Owner and/or Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to signature on the Final Plat.

3.3.1.7 Kuna's Comprehensive Plan (Comp Plan) encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan that address the above listed items were included in Section VIII of the staff memo. Staff has reviewed the proposed Preliminary Plat for technical compliance and finds the Preliminary Plat and landscape plan are in compliance Kuna City, Title 5 and Title 6 of Kuna City Code; Idaho Statute § 67-6511; the Kuna Comprehensive Plan. The Applicant will be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD), and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends that if the City Council approves Case No. 20-13-S (Preliminary Plat), the Applicant be subject to the Conditions of Approval listed in section "X" of the staff memo, as well as any additional Conditions requested by the City Council.

3.3.2 Staff Recommendations: As a result of the review, Planner II Doug Hanson, recommends that if the City Council approves Case No. 20-13-S (Preliminary Plat), the Applicant be subject to the following Conditions of Approval:

3.3.2.1 The Applicant and/or Owwner 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:

3.3.2.1.1 The City Engineer shall approve the sewer hook-ups.

3.3.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan.

3.3.2.1.3 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”.

3.3.2.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

3.3.2.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.3.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).

3.3.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

3.3.2.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.

3.3.2.3 Compliance with Idaho Code §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.

3.3.2.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to Annex the irrigation surface water rights appurtenant to the property over to the KMIS of the City.

3.3.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform all corresponding Master Plans.

3.3.2.6 The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

3.3.2.7 Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

3.3.2.8 Developer/Owner/Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

3.3.2.9 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

3.3.2.10 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

3.3.2.11 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 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.

3.3.2.12 Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

3.3.2.13 The Applicant shall install sod wherever the landscape plan (dated February 8, 2021) identifies "sod".

3.3.2.14 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

3.3.2.15 If any revisions are made, the Applicant shall provide Planning and Zoning Staff with a revised copy of the Preliminary Plat.

3.3.2.16 Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.

3.3.2.17 Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through the public hearing processes.

3.3.2.18 Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.

3.3.2.19 Developer/Owner/Applicant shall comply with all local, state and federal laws.

3.3.2.20 Developer/Owner/Applicant shall not request Final Plat approval until the City's Public Works Director issues the Will-Serve Letter to the Applicant that states the City's Danskin Lift Station or some other City appurtenance, has capacity to accept the wastewater discharged from the proposed subdivision.

3.3.2.21 In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC 6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.

3.3.2.22 Developer/Owner/Applicant is hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the quiet hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

3.3.2.23 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

3.4 Other Testimony

3.4.1 11/16/2021 Public Hearing – William Edwards, Select Development, testified about the unique home product that would be provided within the subdivision due to the properties small size and shape. He affirmed that the residents of Lugarno Terra South would have access to all amenities within the Lugarno Terra and Lugarno Terra North Subdivisions.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE CITY COUNCIL

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the City Council to hear this matter as provided in Idaho Code §50-13 & 67-65, and Kuna City Code 1-14-3.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

5.1 The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65.

5.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

5.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §§ 50-13 & 67-65 and Article 12, section 2.

VI
ORDER OF APPROVAL OF APPLICATION FOR PRELIMINARY PLAT

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 That the Preliminary Plat application (Case No. 20-13-S) is approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 16th day of November, 2021.

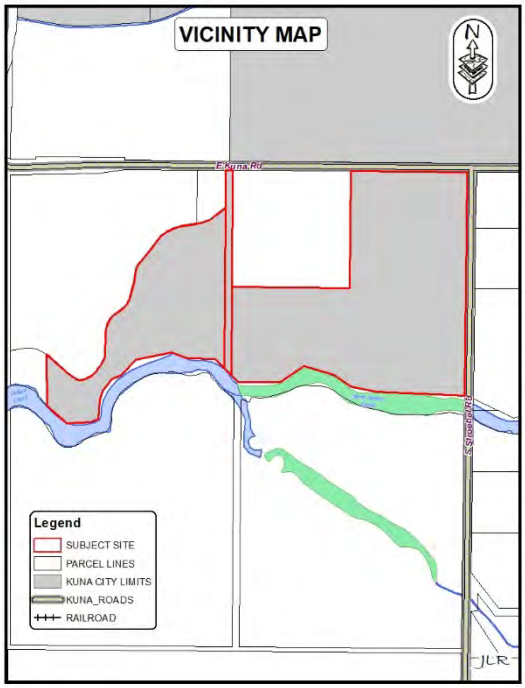
_____
Joe Stear, Mayor

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **M3 IDAHO RISING SUN LLC** *For the Rising Sun Subdivision No. 1 Final Plat*	))))))	**Case No. 21-19-FP (FINAL PLAT)** **STAFF MEMO FOR THE RISING SUN NO. 1 SUBDIVISION FINAL PLAT APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. General Project Facts
3. Staff Analysis
4. Applicable Standards
5. Conditions of Approval



I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	Planning & Zoning Application Coversheet			X
2.2	Final Plat Application			X
2.3	Final Plat			X

2.4	Original Findings – Approved 11.17.2017			X
2.5	Statement of Conformance			X
2.6	CC&R's			X
2.7	Common Area Maintenance Agreement			X
2.8	Vicinity Map			X
2.9	Public Works Comments 10.26.2021			X
2.10	Email to Public Works Regarding CC&R Easement Verbiage 11.15.2021			X
2.11	Email from Public Works Approving CC&R Verbiage Revision 11.15.2021			X
2.12	Revised CC&R's – Approved			X
2.13	Email from Public Works Supporting Approval of Project 11.15.2021			X

II
GENERAL PROJECT FACTS

2.1 Wendy Shrief of JUB Engineers, on behalf of M3, requests Final Plat Approval for the Rising Sun Subdivision No. 1. This project is approximately 22.87 acres with an R-4 (Medium Density Residential) zone, & will consist of 69 lots (61 Single-Family Residential buildable lots, and 8 Common lots). The project is located approximately one quarter mile east of the E Kuna Road & Meridian Road intersection (APN: R0615250650); Section 30, Township 2 North, Range 1 East.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Subdivision Regulations, the application seeks Final Plat approval for Rising Sun Subdivision No. 1.

3.2 This project will increase demands 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 the Idaho Department of Water Resources.

3.3 This project has previously reserved Sewer capacity within the Orchard Lift Station.

3.4 Per Public Works Department, this project is in line with the Sewer, Water, and Pressurized Irrigation Master Plans.

3.5 Inspection fees for City inspection of public water, sewer and irrigation facilities associated with this development have been paid.

3.6 Public Works staff expressed concern with verbiage in Section 5.6.1.5.3, page 14 of the CC&R's, regarding Easements, and requested a revision. The Developer/Representative made the requested revisions and received approval from Public Works. Staff received an email from Public Works staff expressing their support of the project, on November 15, 2021.

3.7 Staff has determined the proposed Final Plat for Rising Sun Subdivision No. 1, is in substantial conformance with the previously, Council-approved Preliminary Plat (November 21, 2017; Case Nos. 17-03-AN and 17-07-S).

IV
APPLICABLE STANDARDS

4.1 Kuna City Code Title 6, Subdivision Regulations

4.2 Kuna Comprehensive Plan and Future Land Use Map.

4.3 Idaho Code Title 50, Chapter 13, Plats.

V
CONDITIONS OF APPROVAL

5.1 Developer/Owner/Applicant/Contractors shall abide by the City of Kuna's quiet hours. No construction of any kind shall occur after 11:00 PM one day and 7:00 AM the next day per Kuna City Code 10-6-3. Dust shall be abated and a water truck shall be on site at all times. Noises and other nuisances and/or distractions outside of this timeframe are subject to lawful penalties.

5.2 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (Kuna City Code 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

5.3 Water Rights associated with property shall be transferred to the City of Kuna at time of connection (development) by deed and "Change of Ownership" form from IDWR (Idaho Department of Water Resources).

5.4 All required landscaping shall be permanently maintained in healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within three (3) days or as the planting season permits, as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.

5.5 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.

5.6 Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties shall be made within the final inspection process. Final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.

5.7 Runoff from public right-of-way is regulated by the Ada County Highway District; satisfaction of this requirement shall be verified before final project acceptance.

5.8 Upon project completion, the Final Plat shall be compared with the record construction drawings; all lot line adjustments, easements and/or similar items must be recorded on the Final Plat such that an accurate and truthful document results.

5.9 Upon City 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 the Public Hearing process.

5.10 Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer's signature on the Final Plat Mylar.

5.11 Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.

DATED this 7th day of December, 2021.

Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

File No.(s): 21-19-FP

Project Name: Rising Sun No. 1

Date Received: 07.12.2021

Date Accepted as Complete: 10.06.2021

Type of review requested (check all that apply); please submit all associated applications:

☐	Annexation	☐	Appeal
☐	Comp. Plan Map Amendment	☐	Combination Pre & Final Plat
☐	Design Review	☐	Development Agreement
☐	Final Planned Unit Development	✔	Final Plat
☐	Lot Line Adjustment	☐	Lot Split
☐	Ordinance Amendment	☐	Planned Unit Development
☐	Preliminary Plat	☐	Rezone
☐	Special Use Permit	☐	Temporary Business
☐	Vacation	☐	Variance

Owner of Record

Name: M3

Address: 1087 W River Street, Ste 310, Boise, ID 83702

Phone: 208-322-7300 Email: wshrief@jub.com

Applicant (Developer) Information

Name: Wendy Shrief - JUB Engineers

Address: 2760 W Excursion Ln. Ste 400, Meridian, ID 83642

Phone: 208-376-7330 Email: wshrief@jub.com

Engineer/Representative Information

Name: Scott Wonders - JUB Engineers

Address: 2760 W Excursion Ln. Ste 400, Meridian, ID 83642

Phone: 208-376-7330 Email: swonders@jub.com

Subject Property Information

Site Address: E. Kuna Road

Nearest Major Cross Streets: E Kuna Road and Meridian Rd.

Parcel No.(s): R0615250650

Section, Township, Range: 30 2N 1E

Property Size: 22.87 acres

Current Land Use: Agricultural Proposed Land Use: Single family homes

Current Zoning: R-4 Proposed Zoning: R-4

Project Description

Project Name: Rising Sun Subdivision No. 1

General Description of Project: The project consist of 61 buildable lots 8 non-buildable lots with a minimum lots size of 7,739 sf and an average lots size of 10,561 sf.

Type of proposed use (check all that apply and provide specific density/zoning):
■ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD
☐ Office ☐ Industrial: M-1 M-2 ☐ Other: _____

Type(s) of amenities provided with development: Pathways and open space.

Residential Project Summary (If Applicable)

Are there existing buildings? YES [NO]
If YES, please describe: _____

Will any existing buildings remain? YES [NO]

No. of Residential Units: 61 No. of Building Lots: 61

No. of Common Lots: 8 No. of Other Lots: 0

Type of dwelling(s) proposed (check all that apply):
■ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): _____

Gross Density (Dwelling Units ÷ Total Acreage): 2.67 DU/Ac.

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 3.12 DU/Ac.

Percentage of Open Space provided: 20.7% Acreage of Open Space: 4.75 Ac.

Type of Open Space provided (i.e. public, common, landscaping): Pathways, common lots, landscape.

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

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

Building height: _____ Hours of Operation: _____

Total no. of employees: _____ Max no. of employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking:

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting “Dark Sky” compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: _____ Date: 7/12/2021

Final Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

A Final Plat application does NOT require a Public Hearing. It will be placed on the City Council agenda as a regular agenda item.

****Office Use Only****

Case No(s).: 21-19-FP

Project Name: Rising Sun No. 1

Date Received: 07.12.2021

Date Accepted as Complete: 10.06.2021

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet.
- All pages of the proposed Final Plat.
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets 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 Idaho Code §50-13.

This application shall not be considered complete (nor will it be added to a City Council agenda) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled date, fees due, and any additional items via a Letter of Completeness.

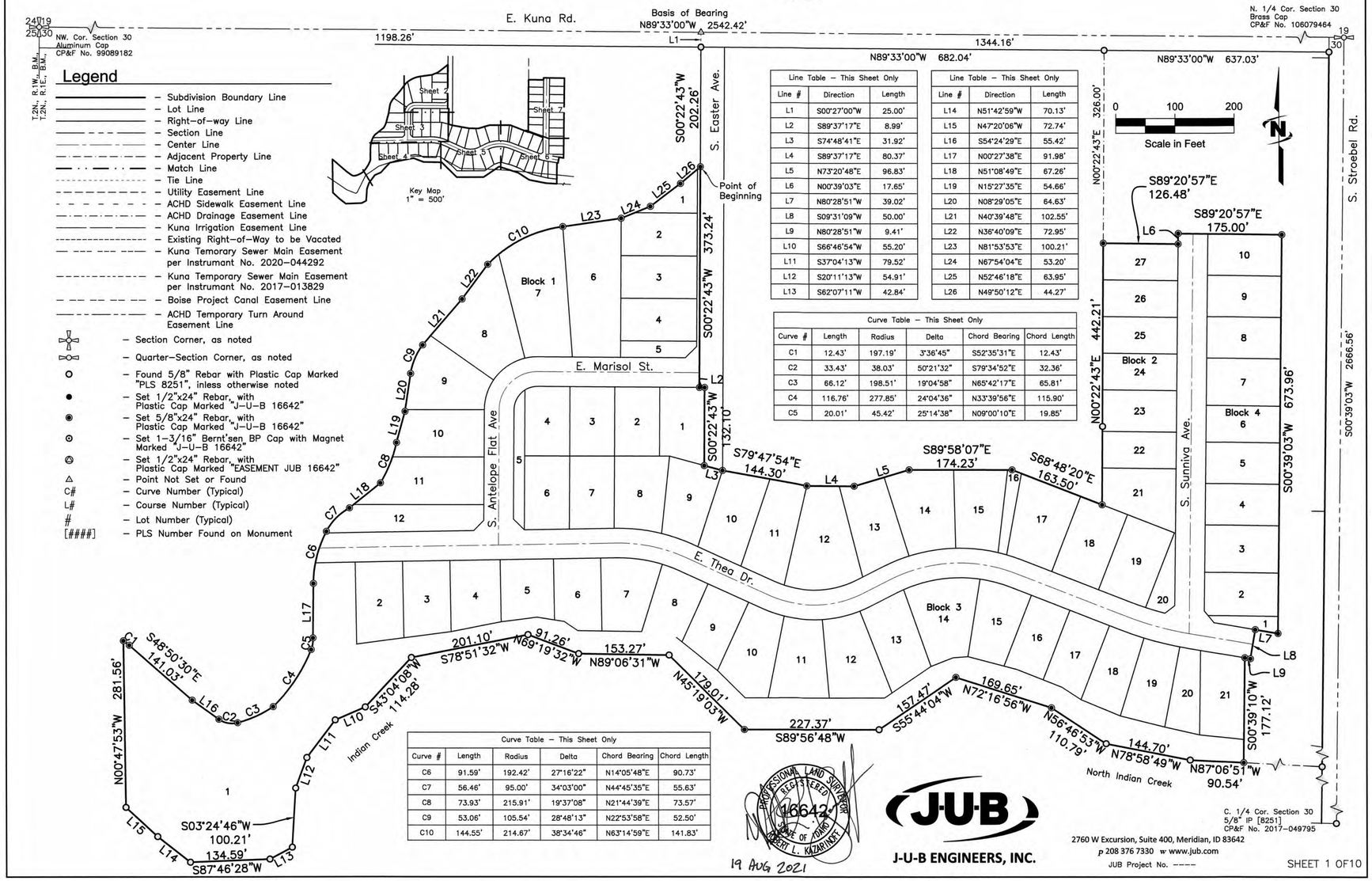
PLAT SHOWING

PLAT BOOK_____ PAGE_____

Rising Sun Subdivision No. 1

Those portions of Lots 6, 7, 8, 9 and 10 of Block 5 and of Lots 3, 5 and 6 of Block 6 of the Amended Plat of Part of the Avalon Orchard Tracts and of Lot 3 in the northeast quarter of the northwest quarter of Section 30 of Avalon Orchard Tracts
Situated in the Northwest Quarter of Section 30, Township 2 North, Range 1 East, Boise Meridian,

City of Kuna, Ada County, Idaho
2021



Legend

- Subdivision Boundary Line
- Lot Line
- Right-of-way Line
- Section Line
- Center Line
- Adjacent Property Line
- Match Line
- Tie Line
- Utility Easement Line
- ACHD Sidewalk Easement Line
- ACHD Drainage Easement Line
- Kuna Irrigation Easement Line
- Existing Right-of-Way to be Vacated
- Kuna Temorary Sewer Main Easement per Instrumant No. 2020-044292
- Kuna Temporary Sewer Main Easement per Instrumant No. 2017-013829
- Boise Project Canal Easement Line
- ACHD Temporary Turn Around Easement Line
- Section Corner, as noted
- Quarter-Section Corner, as noted
- Found 5/8" Rebar with Plastic Cap Marked "PLS 8251", inless otherwise noted
- Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Set 1-3/16" Bernt'sen BP Cap with Magnet Marked "J-U-B 16642"
- Set 1/2"x24" Rebar, with Plastic Cap Marked "EASEMENT JUB 16642"
- Point Not Set or Found
- C# – Curve Number (Typical)
- L# – Course Number (Typical)
- # – Lot Number (Typical)
- [####] – PLS Number Found on Monument

Line Table – This Sheet Only		
Line #	Direction	Length
L1	S00°27'00"W	25.00'
L2	S89°37'17"E	8.99'
L3	S74°48'41"E	31.92'
L4	S89°37'17"E	80.37'
L5	N73°20'48"E	96.83'
L6	N00°39'03"E	17.65'
L7	N80°28'51"W	39.02'
L8	S09°31'09"W	50.00'
L9	N80°28'51"W	9.41'
L10	S66°46'54"W	55.20'
L11	S37°04'13"W	79.52'
L12	S20°11'13"W	54.91'
L13	S62°07'11"W	42.84'

Line Table – This Sheet Only		
Line #	Direction	Length
L14	N51°42'59"W	70.13'
L15	N47°20'06"W	72.74'
L16	S54°24'29"E	55.42'
L17	N00°27'38"E	91.98'
L18	N51°08'49"E	67.26'
L19	N15°27'35"E	54.66'
L20	N08°29'05"E	64.63'
L21	N40°39'48"E	102.55'
L22	N36°40'09"E	72.95'
L23	N81°53'53"E	100.21'
L24	N67°54'04"E	53.20'
L25	N52°46'18"E	63.95'
L26	N49°50'12"E	44.27'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	12.43'	197.19'	3°36'45"	S52°35'31"E	12.43'
C2	33.43'	38.03'	50°21'32"	S79°34'52"E	32.36'
C3	66.12'	198.51'	19°04'58"	N65°42'17"E	65.81'
C4	116.76'	277.85'	24°04'36"	N33°39'56"E	115.90'
C5	20.01'	45.42'	25°14'38"	N09°00'10"E	19.85'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C6	91.59'	192.42'	27°16'22"	N14°05'48"E	90.73'
C7	56.46'	95.00'	34°03'00"	N44°45'35"E	55.63'
C8	73.93'	215.91'	19°37'08"	N21°44'39"E	73.57'
C9	53.06'	105.54'	28°48'13"	N22°53'58"E	52.50'
C10	144.55'	214.67'	38°34'46"	N63°14'59"E	141.83'

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JUB Project No. -----

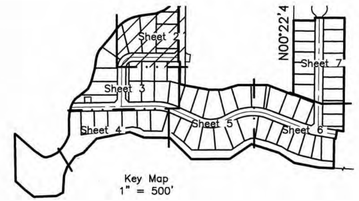
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5/8" IP [8251]
CP&F No. 2017-049795

SHEET 1 OF10

PLAT SHOWING

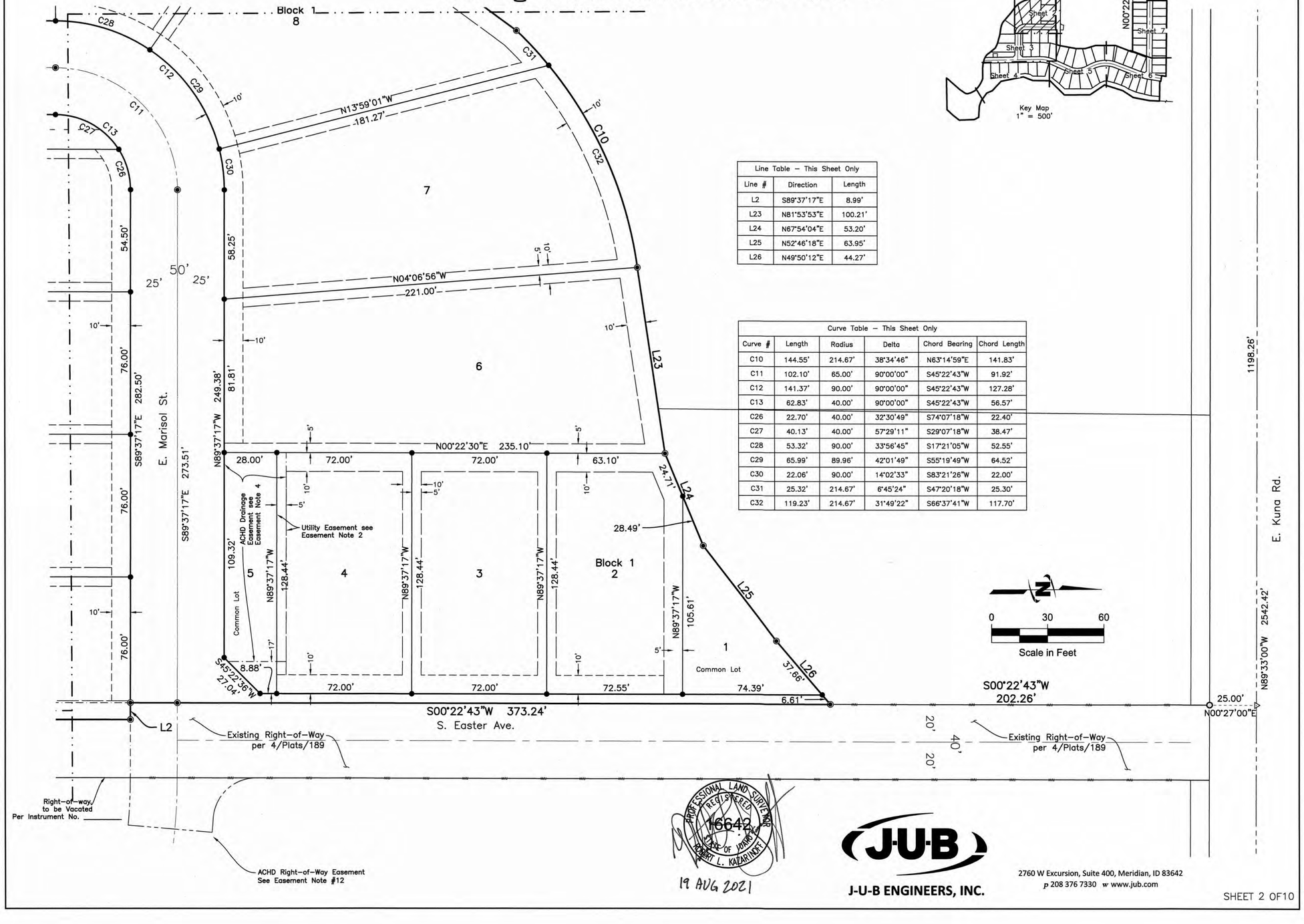
Rising Sun Subdivision No. 1

PLAT BOOK_____ PAGE_____



Line Table – This Sheet Only		
Line #	Direction	Length
L2	S89°37'17"E	8.99'
L23	N81°53'53"E	100.21'
L24	N67°54'04"E	53.20'
L25	N52°46'18"E	63.95'
L26	N49°50'12"E	44.27'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C10	144.55'	214.67'	38°34'46"	N63°14'59"E	141.83'
C11	102.10'	65.00'	90°00'00"	S45°22'43"W	91.92'
C12	141.37'	90.00'	90°00'00"	S45°22'43"W	127.28'
C13	62.83'	40.00'	90°00'00"	S45°22'43"W	56.57'
C26	22.70'	40.00'	32°30'49"	S74°07'18"W	22.40'
C27	40.13'	40.00'	57°29'11"	S29°07'18"W	38.47'
C28	53.32'	90.00'	33°56'45"	S17°21'05"W	52.55'
C29	65.99'	89.96'	42°01'49"	S55°19'49"W	64.52'
C30	22.06'	90.00'	14°02'33"	S83°21'26"W	22.00'
C31	25.32'	214.67'	6°45'24"	S47°20'18"W	25.30'
C32	119.23'	214.67'	31°49'22"	S66°37'41"W	117.70'



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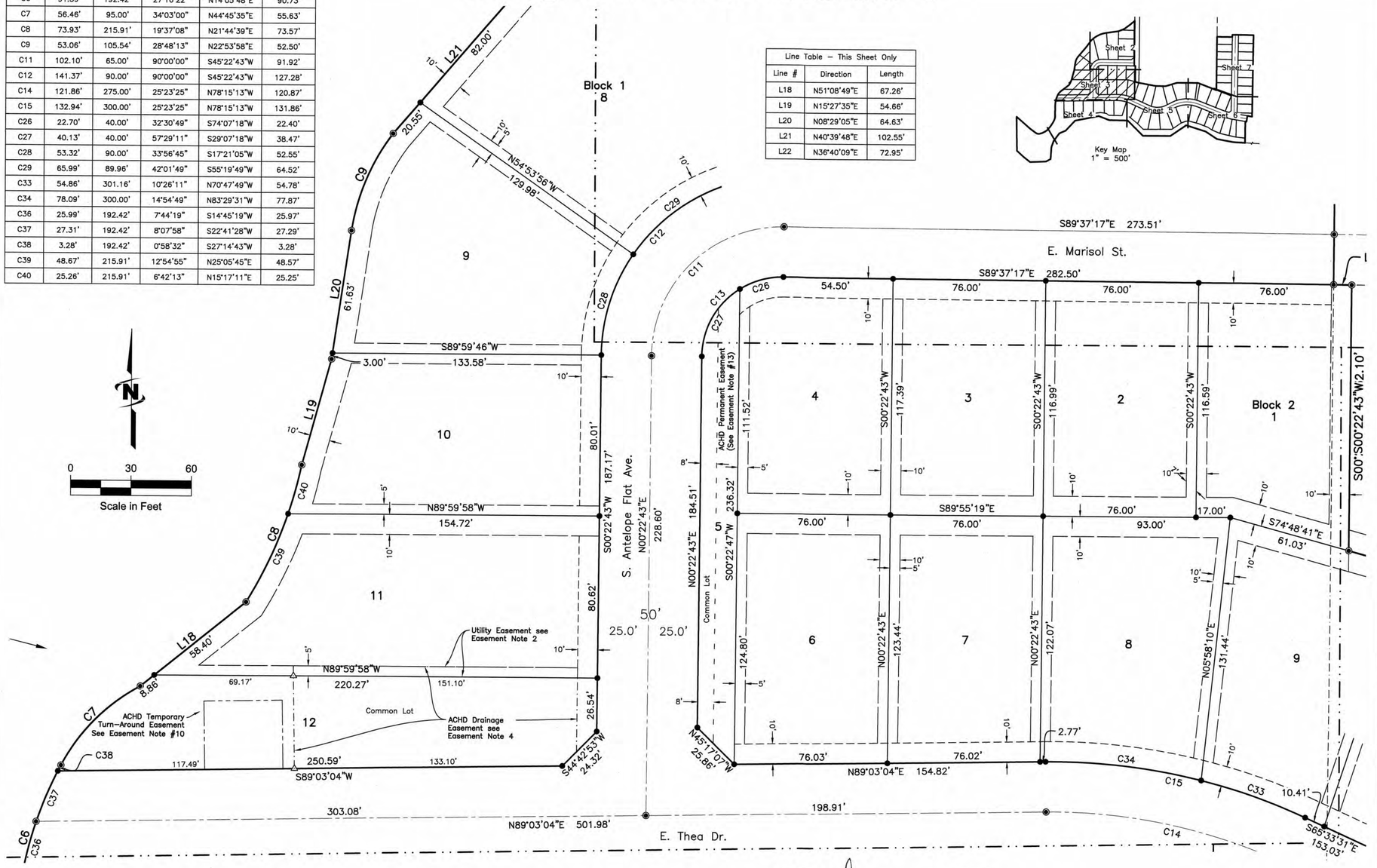
PLAT SHOWING

Rising Sun Subdivision No. 1

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Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C6	91.59'	192.42'	27°16'22"	N14°05'48"E	90.73'
C7	56.46'	95.00'	34°03'00"	N44°45'35"E	55.63'
C8	73.93'	215.91'	19°37'08"	N21°44'39"E	73.57'
C9	53.06'	105.54'	28°48'13"	N22°53'58"E	52.50'
C11	102.10'	65.00'	90°00'00"	S45°22'43"W	91.92'
C12	141.37'	90.00'	90°00'00"	S45°22'43"W	127.28'
C14	121.86'	275.00'	25°23'25"	N78°15'13"W	120.87'
C15	132.94'	300.00'	25°23'25"	N78°15'13"W	131.86'
C26	22.70'	40.00'	32°30'49"	S74°07'18"W	22.40'
C27	40.13'	40.00'	57°29'11"	S29°07'18"W	38.47'
C28	53.32'	90.00'	33°56'45"	S17°21'05"W	52.55'
C29	65.99'	89.96'	42°01'49"	S55°19'49"W	64.52'
C33	54.86'	301.16'	10°26'11"	N70°47'49"W	54.78'
C34	78.09'	300.00'	14°54'49"	N83°29'31"W	77.87'
C36	25.99'	192.42'	7°44'19"	S14°45'19"W	25.97'
C37	27.31'	192.42'	8°07'58"	S22°41'28"W	27.29'
C38	3.28'	192.42'	0°58'32"	S27°14'43"W	3.28'
C39	48.67'	215.91'	12°54'55"	N25°05'45"E	48.57'
C40	25.26'	215.91'	6°42'13"	N15°17'11"E	25.25'

Line Table – This Sheet Only		
Line #	Direction	Length
L18	N51°08'49"E	67.26'
L19	N15°27'35"E	54.66'
L20	N08°29'05"E	64.63'
L21	N40°39'48"E	102.55'
L22	N36°40'09"E	72.95'





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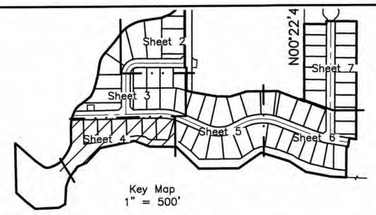
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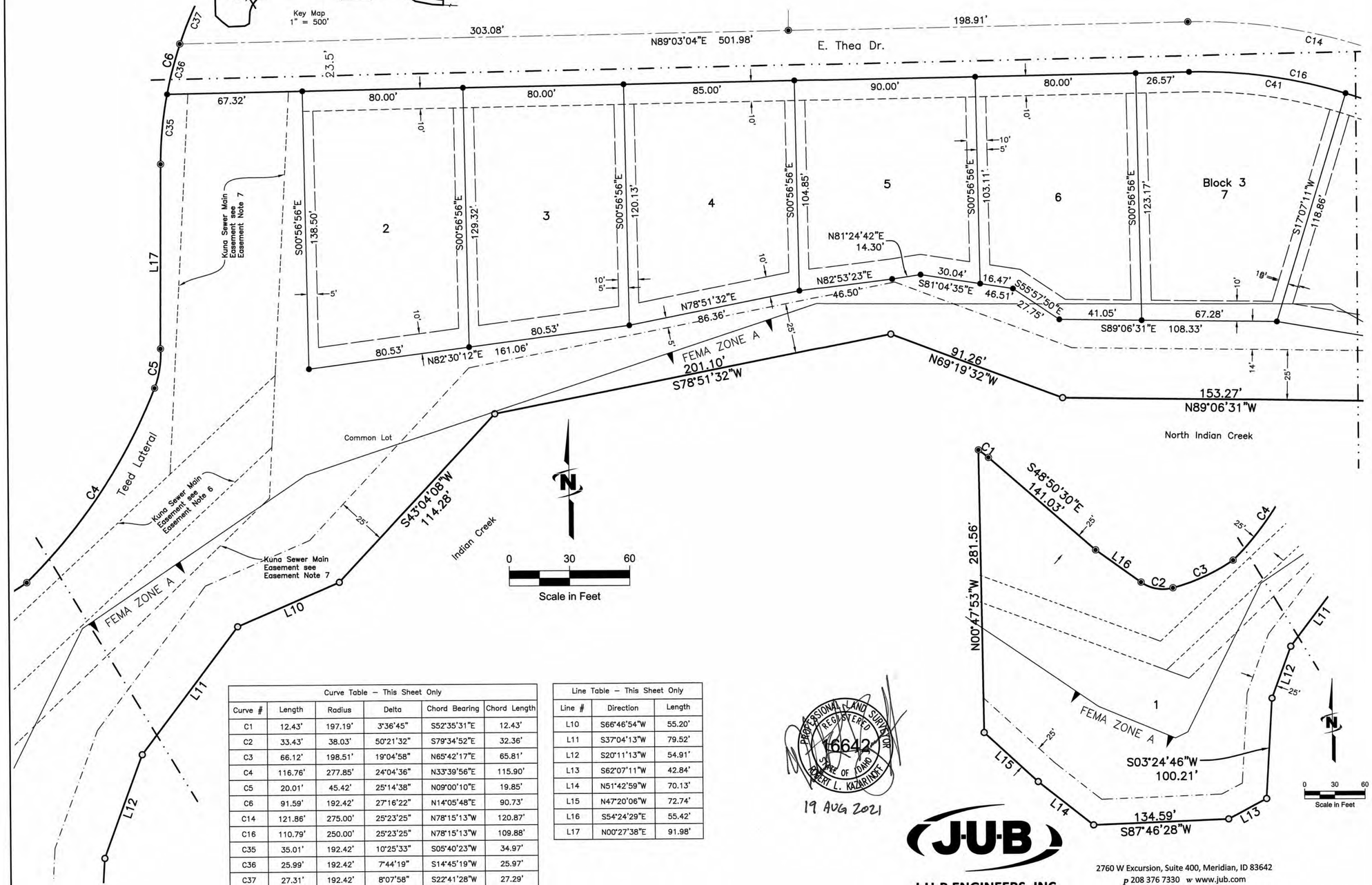
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Rising Sun Subdivision No. 1

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Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	12.43'	197.19'	3°36'45"	S52°35'31"E	12.43'
C2	33.43'	38.03'	50°21'32"	S79°34'52"E	32.36'
C3	66.12'	198.51'	19°04'58"	N65°42'17"E	65.81'
C4	116.76'	277.85'	24°04'36"	N33°39'56"E	115.90'
C5	20.01'	45.42'	25°14'38"	N09°00'10"E	19.85'
C6	91.59'	192.42'	27°16'22"	N14°05'48"E	90.73'
C14	121.86'	275.00'	25°23'25"	N78°15'13"W	120.87'
C16	110.79'	250.00'	25°23'25"	N78°15'13"W	109.88'
C35	35.01'	192.42'	10°25'33"	S05°40'23"W	34.97'
C36	25.99'	192.42'	7°44'19"	S14°45'19"W	25.97'
C37	27.31'	192.42'	8°07'58"	S22°41'28"W	27.29'
C41	78.84'	250.00'	18°04'07"	N81°54'52"W	78.51'

Line Table – This Sheet Only		
Line #	Direction	Length
L10	S66°46'54"W	55.20'
L11	S37°04'13"W	79.52'
L12	S20°11'13"W	54.91'
L13	S62°07'11"W	42.84'
L14	N51°42'59"W	70.13'
L15	N47°20'06"W	72.74'
L16	S54°24'29"E	55.42'
L17	N00°27'38"E	91.98'

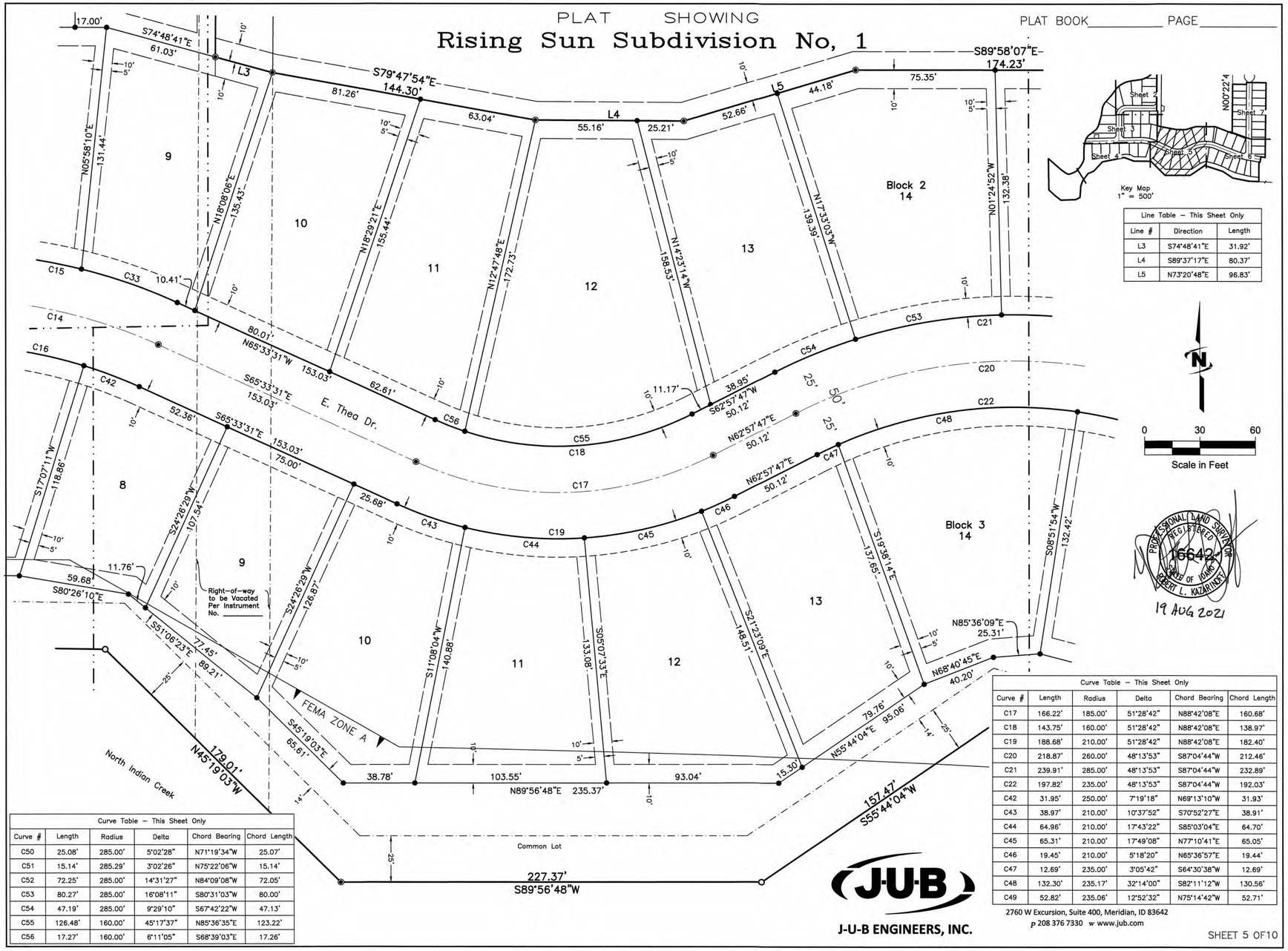
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ROBERT L. KAZARINOFF

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Line Table – This Sheet Only		
Line #	Direction	Length
L3	S74°48'41"E	31.92'
L4	S89°37'17"E	80.37'
L5	N73°20'48"E	96.83'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C17	166.22'	185.00'	51°28'42"	N88°42'08"E	160.68'
C18	143.75'	160.00'	51°28'42"	N88°42'08"E	138.97'
C19	188.68'	210.00'	51°28'42"	N88°42'08"E	182.40'
C20	218.87'	260.00'	48°13'53"	S87°04'44"W	212.46'
C21	239.91'	285.00'	48°13'53"	S87°04'44"W	232.89'
C22	197.82'	235.00'	48°13'53"	S87°04'44"W	192.03'
C42	31.95'	250.00'	7°19'18"	N69°13'10"W	31.93'
C43	38.97'	210.00'	10°37'52"	S70°52'27"E	38.91'
C44	64.96'	210.00'	17°43'22"	S85°03'04"E	64.70'
C45	65.31'	210.00'	17°49'08"	N77°10'41"E	65.05'
C46	19.45'	210.00'	5°18'20"	N65°36'57"E	19.44'
C47	12.69'	235.00'	3°05'42"	S64°30'38"W	12.69'
C48	132.30'	235.17'	32°14'00"	S82°11'12"W	130.56'
C49	52.82'	235.06'	12°52'32"	N75°14'42"W	52.71'

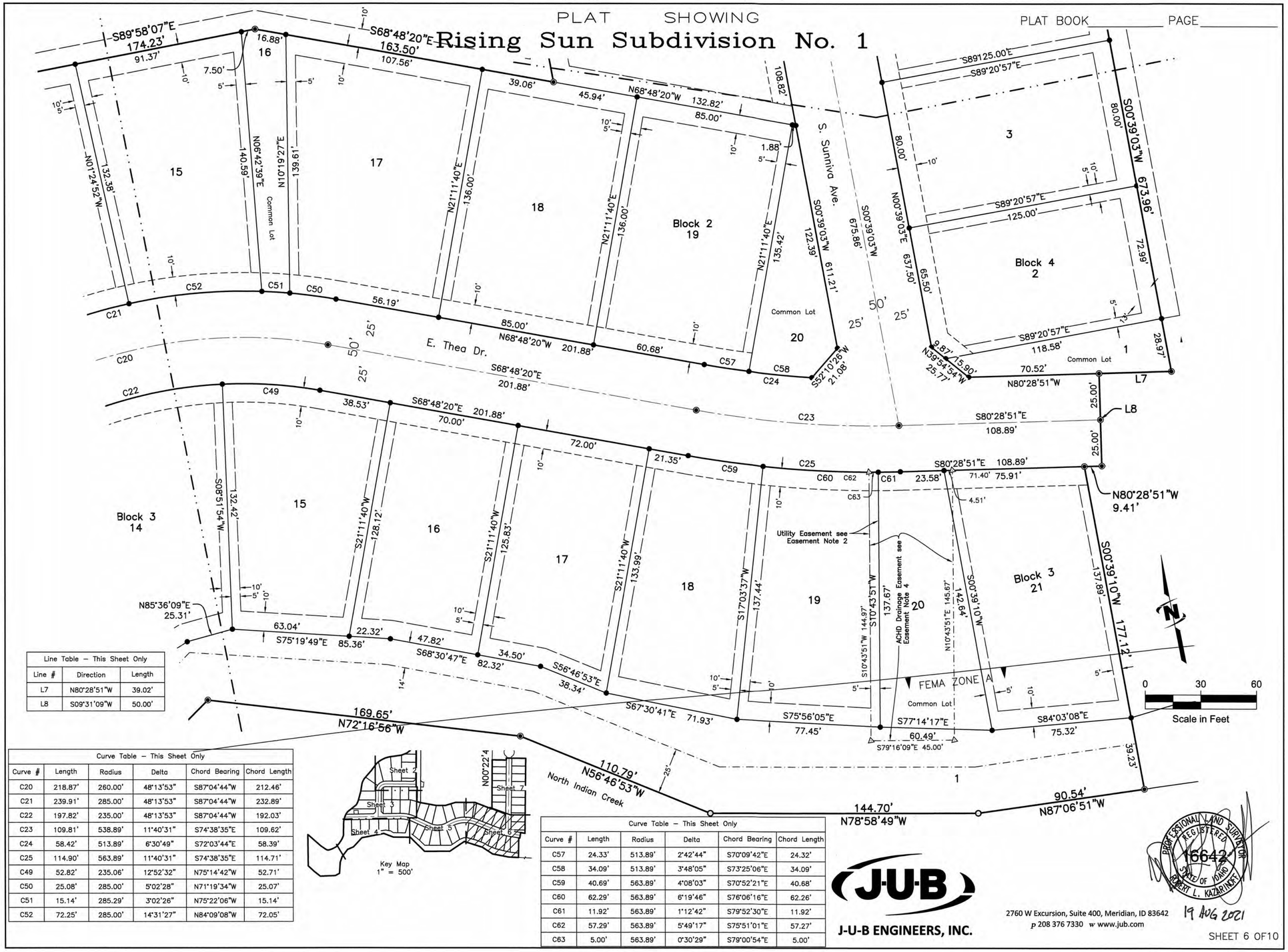
Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C50	25.08'	285.00'	5°02'28"	N71°19'34"W	25.07'
C51	15.14'	285.29'	3°02'26"	N75°22'06"W	15.14'
C52	72.25'	285.00'	14°31'27"	N84°09'08"W	72.05'
C53	80.27'	285.00'	16°08'11"	S80°31'03"W	80.00'
C54	47.19'	285.00'	9°29'10"	S67°42'22"W	47.13'
C55	126.48'	160.00'	45°17'37"	N85°36'35"E	123.22'
C56	17.27'	160.00'	6°11'05"	S68°39'03"E	17.26'

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Line Table – This Sheet Only		
Line #	Direction	Length
L7	N80°28'51"W	39.02'
L8	S09°31'09"W	50.00'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C20	218.87'	260.00'	48°13'53"	S87°04'44"W	212.46'
C21	239.91'	285.00'	48°13'53"	S87°04'44"W	232.89'
C22	197.82'	235.00'	48°13'53"	S87°04'44"W	192.03'
C23	109.81'	538.89'	11°40'31"	S74°38'35"E	109.62'
C24	58.42'	513.89'	6°30'49"	S72°03'44"E	58.39'
C25	114.90'	563.89'	11°40'31"	S74°38'35"E	114.71'
C49	52.82'	235.06'	12°52'32"	N75°14'42"W	52.71'
C50	25.08'	285.00'	5°02'28"	N71°19'34"W	25.07'
C51	15.14'	285.29'	3°02'26"	N75°22'06"W	15.14'
C52	72.25'	285.00'	14°31'27"	N84°09'08"W	72.05'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C57	24.33'	513.89'	2°42'44"	S70°09'42"E	24.32'
C58	34.09'	513.89'	3°48'05"	S73°25'06"E	34.09'
C59	40.69'	563.89'	4°08'03"	S70°52'21"E	40.68'
C60	62.29'	563.89'	6°19'46"	S76°06'16"E	62.26'
C61	11.92'	563.89'	1°12'42"	S79°52'30"E	11.92'
C62	57.29'	563.89'	5°49'17"	S75°51'01"E	57.27'
C63	5.00'	563.89'	0°30'29"	S79°00'54"E	5.00'

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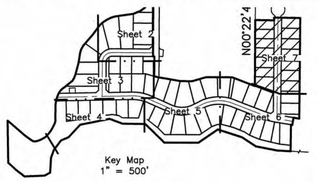
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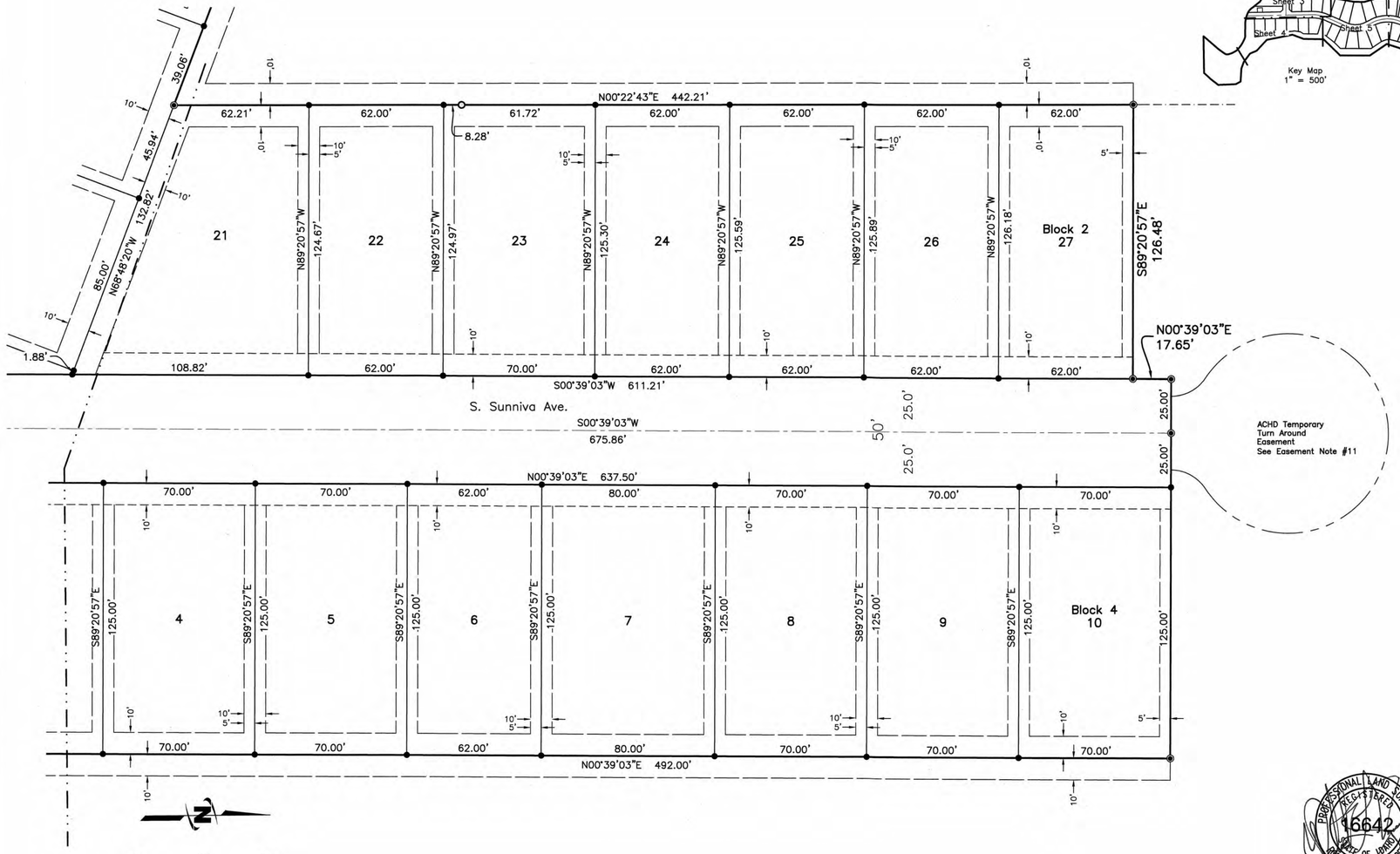
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PLAT SHOWING

Rising Sun Subdivision No. 1

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Notes

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
2. Lots 1, 5 and 12 of Block 1; Lots 5, 16 and 20 of Block 2; and Lot 1 of Block 4 are common lots which shall be owned and maintained by the Rising Sun Subdivision Homeowners Association, Inc. The ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna.
3. Minimum building setback lines shall be in accordance with the City of Kuna's Zoning Ordinance at the time of issuance of the individual building permit, or as specifically approved and/or required.
4. Lots shall not be reduced in size without prior approval from the health authority.
5. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
6. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
7. A portion of this Subdivision is located within Special Flood Hazard Area (SFHA) Zone A (100-year Flood) as shown on FEMA Flood Insurance Rate Program (FIRM) Map Panel No. 16001C0400J, Effective date 10/02/2003.
8. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
9. Maintenance of any irrigation, drainage pipe, or ditch, crossing a lot, is the responsibility of the lot owner, unless such responsibility is assumed by an irrigation or drainage entity or district.
10. The Rising Sun Subdivision Homeowners Association, Inc. (RSSHOA), its ownership, and maintenance commitments cannot be dissolved without the express written consent of the City of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each RSSHOA common lot that receives municipal irrigation. If the assessment is not paid by the RSSHOA, the individual improved lots are subject to a lien for non-payment.
11. This Development is subject to ACHD Temporary License Agreement Instrument No. _____.
12. This development is subject to that Declaration of Covenants, Conditions, and Restrictions For Rising Sun Subdivision, Instrument No. _____ and any existing or future amendments, restatements, or supplements to said Declaration.
13. Lot 1 of Block 3 is a City Park owned and to be maintained by the City of Kuna.
14. Right-of-Way from Amended Plat of Part of the Avalon Orchard Tracts filed in Book 6 of Plats at Page 254, Ada County Records, has been vacated per Instrument No. _____.

Easement Notes

1. Lots 1, 5 and 12 of Block 1; Lots 5, 16 and 20 of Block 2; and Lot 1 of Block 4 are designated as having a Utility Easement co-situate with said Lot (i.e. blanket easement). Lot 1 of Block 1 is designated as having an Irrigation Pump & Pond Easement co-situate with said Lot (i.e. blanket easement).
2. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, sewer service, cable television/data; City of Kuna water, sewer & drainage; appurtenances thereto; and lot drainage.
3. The Kuna Irrigation Easements shown hereon are non-exclusive, perpetual, shall run with the land, and is hereby reserved for the installation, maintenance, operation, and use of City of Kuna irrigation pipes; and appurtenances thereto.
4. Portions of Block 1 Lots 4, 5, 6, 11, and 12 and Block 3 Lots 1, 19, and 20 are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain first amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument Number 2015-103256, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
5. Kuna Canal widths provided by Boise Project Board of Control.
6. See Instrument Number 2017-013829 for Temporary Kuna Sewer Main Easement. Portions of said Easement (except for those portions delineated on this plat) shall terminate upon the dedication of public road right-of-way acceptable to the City of Kuna.
7. See Instrument Number 2020-044292 for Sanitary Sewer Easement (Kuna). Portions of said Easement (except for those portions delineated on this plat) shall terminate upon the dedication of public road right-of-way acceptable to the City of Kuna.
8. No Utility Easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
9. All easements are parallel (or concentric) to the the lines (or arcs) that they are dimensioned from unless otherwise noted.
10. See Instrument Number _____ for Temporary ACHD Turn Around Easement No. 1
11. See Instrument Number _____ for Temporary ACHD Turn Around Easement No. 2
12. See Instrument Number _____ for Permanent ACHD Right-of-Way Easement
13. See Instrument Number _____ for Permanent ACHD Sidewalk Easement

Reference Documents

Subdivisions: Amended Plat of Part of the Avalon Orchard Tracts (4/Plats/189)

Surveys: ROSs 10912 & 10925.

Deeds:

Easements (Partial): 2017-013829 & 2020-044292.

Off-site Easements:

Easement Terminations (Partial): 2017-01382, 2020-044292

PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO ROBERT L. KAZARIAN

19 AUG 2021

J-U-B ENGINEERS, INC.

2760 W Excursion, Suite 400, Meridian, ID 83642
p 208 376 7330 w www.jub.com

PLAT SHOWING

Rising Sun Subdivision No. 1

PLAT BOOK_____ PAGE_____

Certificate of Owners

Know all people by these presents: that M3 ID Rising Sun, LLC, an Idaho limited liability company, does hereby certify that it is the owner of that real property to be known as Rising Sun Subdivision No. 1, and that it intends to include said real property, as described below, in this plat:

Those portions of Lots 6, 7, 8, 9 and 10 of Block 5 and of Lots 3, 5 and 6 of Block 6 of the Amended Plat of Part of the Avalon Orchard Tracts, according to the official plat thereof, filed in Book 6 of Plats at Page 254, Ada County Records, and of Lot 3 in the northeast quarter of the northwest quarter of Section 30 of Avalon Orchard Tracts, according to the official plat thereof, filed in Book 4 of Plats at Page 189, Ada County Records, lying in the the Northwest Quarter of Section 30, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the north quarter corner of Section 30, Township 2 North, Range 1 East, Boise Meridian, from which the northwest corner of said Section 30 bears North 89°33'00" West, 2542.42 feet; Thence along the north line of said Section 30, North 89°33'00" West, 1,344.16 feet; Thence departing from said north line, South 00°27'00" West, 25.00 feet to the southerly right-of-way line of E. Kuna Road; Thence along the east line of Block 6 of the Amended Plat of Part of the Avalon Orchard Tracts according to the official plat thereof filed in Book 6 of Plats at Page 254, Ada County Records, South 00°22'43" West, 202.26 feet to the POINT OF BEGINNING;

Thence continuing S 00°22'43" W, 373.24 feet along said east line of Block 6;
Thence S 89°37'17" E, 8.99 feet departing from said east line;
Thence S 00°22'43" W, 132.10 feet; Thence S 74°48'41" E, 31.92 feet; Thence S 79°47'54" E, 144.30 feet; Thence S 89°37'17" E, 80.37 feet; Thence N 73°20'48" E, 96.83 feet; Thence S 89°58'07" E, 174.23 feet; Thence S 68°48'20" E, 163.50 feet;
Thence N 00°22'43" E, 442.21 feet; Thence S 89°20'57" E, 126.48 feet; Thence N 00°39'03" E, 17.65 feet; Thence S 89°20'57" E, 175.00 feet; Thence S 00°39'03" W, 673.96 feet; Thence N 80°28'51" W, 39.02 feet; Thence S 09°31'09" W, 50.00 feet;
Thence N 80°28'51" W, 9.41 feet; Thence S 00°39'10" W, 177.12 feet to the southerly line of the Debra Young Tax Parcel according to Record of Survey No. 10925, Ada County Records;

Thence along said southerly line the following nineteen (19) courses:

1) N 87°06'51" W, 90.54 feet;
2) N 78°58'49" W, 144.70 feet;
3) N 56°46'53" W, 110.79 feet;
4) N 72°16'56" W, 169.65 feet;
5) S 55°44'04" W, 157.47 feet;
6) S 89°56'48" W, 227.37 feet;
7) N 45°19'03" W, 179.01 feet;
8) N 89°06'31" W, 153.27 feet;
9) N 69°19'32" W, 91.26 feet;
10) S 78°51'32" W, 201.10 feet;
11) S 43°04'08" W, 114.28 feet;
12) S 66°46'54" W, 55.20 feet;
13) S 37°04'13" W, 79.52 feet;
14) S 20°11'13" W, 54.91 feet;
15) S 03°24'46" W, 100.21 feet;
16) S 62°07'11" W, 42.84 feet;
17) S 87°46'28" W, 134.59 feet;
18) N 51°42'59" W, 70.13 feet;
19) N 47°20'06" W, 72.74 feet;

Thence along the westerly and northwesterly lines of said Debora Young Tax Parcel the following twenty-three (23) courses:

1) N 00°47'53" W, 281.56 feet to the beginning of a non-tangent curve;
2) Along said non-tangent curve to the right an arc length of 12.43 feet, having a radius of 197.19 feet, a central angle of 03°36'45", a chord bearing of S 52°35'31" E and a chord length of 12.43 feet;
3) S 48°50'30" E, 141.03 feet;
4) S 54°24'29" E, 55.42 feet to the beginning of a non-tangent curve;
5) Along said non-tangent curve to the left an arc length of 33.43 feet, having a radius of 38.03 feet, a central angle of 50°21'32", a chord bearing of S 79°34'52" E and a chord length of 32.36 feet to the beginning of a non-tangent curve;
6) Along said non-tangent curve to the left an arc length of 66.12 feet, having a radius of 198.51 feet, a central angle of 19°04'58", a chord bearing of N 65°42'17" E and a chord length of 65.81 feet to the beginning of a non-tangent curve;
7) Along said non-tangent curve to the left an arc length of 116.76 feet, having a radius of 277.85 feet, a central angle of 24°04'36", a chord bearing of N 33°39'56" E and a chord length of 115.90 feet to the beginning of a non-tangent curve;
8) Along said non-tangent curve to the left an arc length of 20.01 feet, having a radius of 45.42 feet, a central angle of 25°14'38", a chord bearing of N 09°00'10" E and a chord length of 19.85 feet;
9) N 00°27'38" E, 91.98 feet to the beginning of a non-tangent curve;
10) Along said non-tangent curve to the right an arc length of 91.59 feet, having a radius of 192.42 feet, a central angle of 27°16'22", a chord bearing of N 14°05'48" E and a chord length of 90.73 feet to the beginning of a non-tangent curve;
11) Along said non-tangent curve to the right an arc length of 56.46 feet, having a radius of 95.00 feet, a central angle of 34°03'00", a chord bearing of N 44°45'35" E and a chord length of 55.63 feet;
12) N 51°08'49" E, 67.26 feet to the beginning of a non-tangent curve;
13) Along said non-tangent curve to the left an arc length of 73.93 feet, having a radius of 215.91 feet, a central angle of 19°37'08", a chord bearing of N 21°44'39" E and a chord length of 73.57 feet;
14) N 15°27'35" E, 54.66 feet;
15) N 08°29'05" E, 64.63 feet to the beginning of a non-tangent curve;
16) Along said non-tangent curve to the right an arc length of 53.06 feet, having a radius of 105.54 feet, a central angle of 28°48'13", a chord bearing of N 22°53'58" E and a chord length of 52.50 feet;
17) N 40°39'48" E, 102.55 feet;
18) N 36°40'09" E, 72.95 feet to the beginning of a non-tangent curve;
19) Along said non-tangent curve to the right an arc length of 144.55 feet, having a radius of 214.67 feet, a central angle of 38°34'46", a chord bearing of N 63°14'59" E and a chord length of 141.83 feet;
20) N 81°53'53" E, 100.21 feet;
21) N 67°54'04" E, 53.20 feet;
22) N 52°46'18" E, 63.95 feet;
23) N 49°50'12" E, 44.27 feet to the east line of Block 6 of said Amended Plat of Part of the Avalon Orchard Tracts and the POINT OF BEGINNING.

The above-described parcel of land contains 22.87 acres, more or less.

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

In witness whereof, I have hereunto set my hands:

M3 ID Rising Sun, LLC
William I. Brownlee, Manager

DAWN JENNINGS
Comm. #34903
NOTARY PUBLIC
STATE OF IDAHO

Acknowledgment

State of Idaho }
County of Ada } ss.

On this 1st day of April, in the year 2021, before me, a Notary Public in and for the State of Idaho, personally appeared William I. Brownlee, known or identified to me to be Manager of M3 ID Rising Sun, LLC, that executed the within instrument and acknowledged to me that M3 ID Rising Sun, LLC, executed the same.

Notary public for Idaho
My commission expires 5/29/21

Certificate of Surveyor

I, Robert L. Kazarinoff, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Rising Sun Subdivision No. 1, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

Robert L. Kazarinoff, PLS 16642

PROFESSIONAL LAND SURVEYOR
REGISTERED
16642
STATE OF IDAHO
ROBERT L. KAZARINOFF

17 MAR 2021

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

PLAT SHOWING

Rising Sun Subdivision No. 1

PLAT BOOK_____ PAGE_____

Approval of Central District Health

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 ★ ADA COUNTY ★

_____ REHS. 4/28/21

Central District Health Date

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the_____day of_____, 20____.

_____

Commission President
Ada County Highway District

Approval of City Engineer

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

_____

City Engineer P.E. No. _____

Approval of City Council

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

_____

City Clerk

Certificate of County Surveyor

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

_____

Ada County Surveyor Date

Certificate of County Treasurer

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

_____

Ada County Treasurer Date

County Recorder's Certificate

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

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

this_____day of_____,_____, in my office, and was recorded in

Book_____of Plats at Pages _____ through _____.

Fee:_____

_____ _____

Deputy Ex-Officio Recorder

PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO ROBERT L. KAZARINOFF

17 MAR 2021

J-U-B ENGINEERS, INC.
250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944
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City of Kuna

P.O. Box 13
Phone: (208) 922-5274
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Council Findings of Fact & Conclusions of Law

To: City Council

Case Number(s): 17-03-AN (Annex), 17-07-S (Subdivision)
Rising Sun Subdivision

Location: South West Corner (SWC) of E Kuna Road and S Stroebel Road, Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: November 8, 2017
Findings of Fact: *November 21, 2017*

Owner: **Debra Young**
1143 N. 3400 E.
Rigby, ID 83422

Representative: **A Team Land Consultants**
Steve Arnold
1785 S. Whisper Cove Ave.
Boise, ID 83709
208.871.7020
steve@ateamboise.com



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A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations and subdivision applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

i.	Neighborhood Meeting	May 25, 2017 (nine persons attended)
ii.	Agencies	July 6, 2017
iii.	300' Property Owners	October 30, 2017
iv.	Kuna, Melba Newspaper	October 18, 2017
v.	Site Posted	October 27, 2017

B. Applicant Request:

1. Applicant requests to annex approximately 36.30 acres into Kuna City with an R-4, residential zone, and to subdivide the property into 91 single family residential lots and 5 common lots and have reserved the name Rising Sun Estates Subdivision. A Design Review application for the common areas and buffer landscaping accompanies this application. The site is located at the south west corner (SWC) of East Kuna and South Stroebel Roads, site address is next to 2067 East Kuna Road, Kuna, Idaho, In Section 30, T 2N, R 1E, APN #: R0615250650.

2. **Site Location Map:**



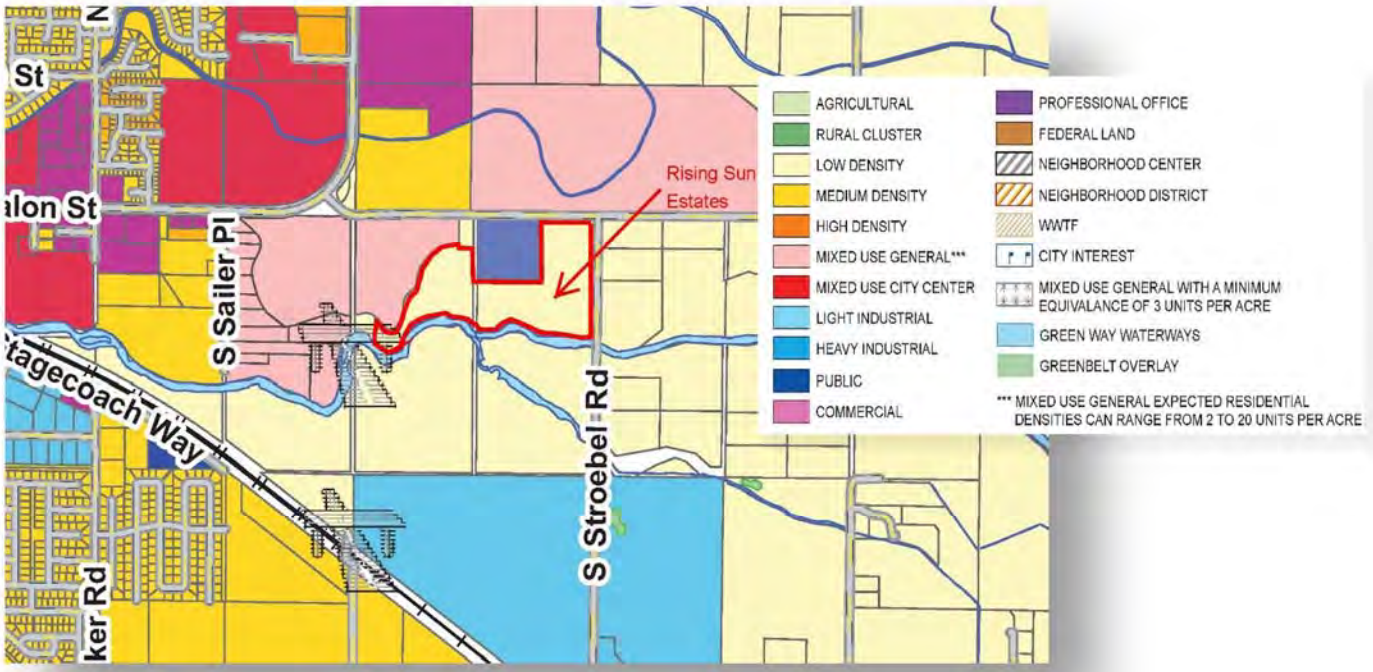
©COPYRIGHTED

C. History: The approximately 36.30-acre subject site is currently in Ada County, however, it is contiguous to Kuna City limits on the north line of the east parcel and have historically been used for Agricultural purposes.

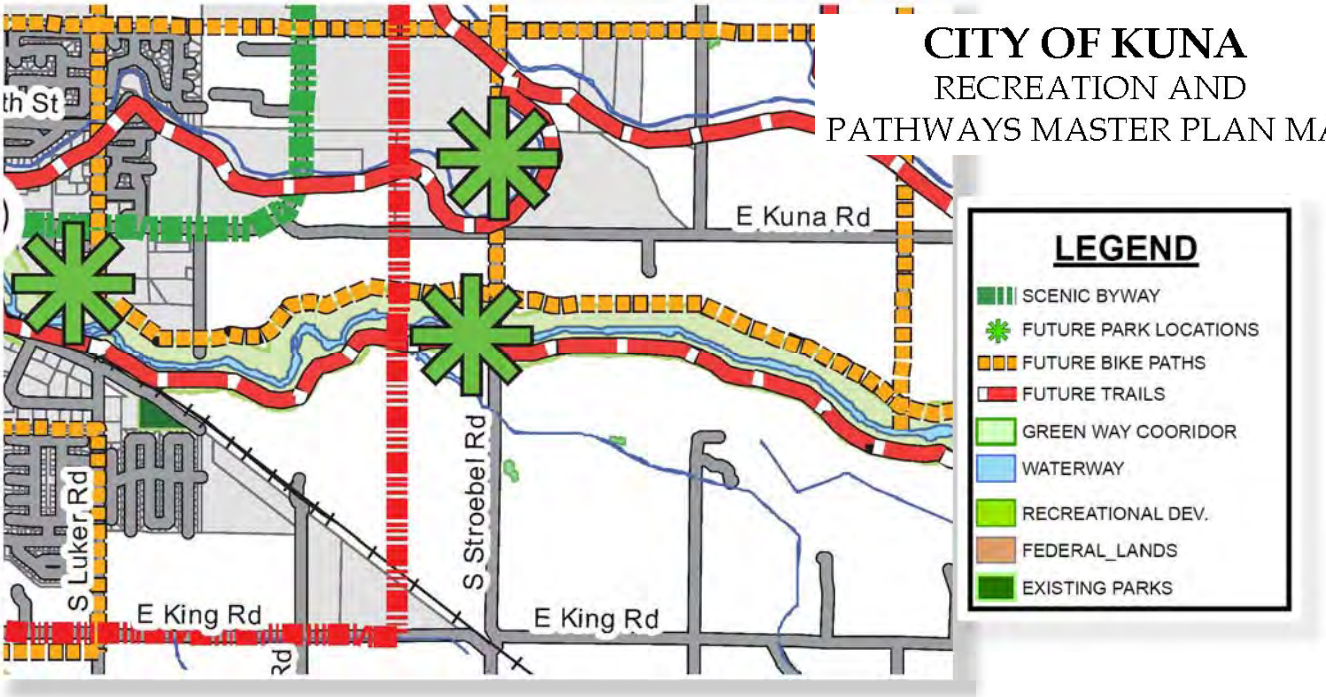
D. General Projects Facts:

1. **Comprehensive Plan Designation:** The City of Kuna's Future Land Use Map identifies the subject site as Low Density Residential (2 – 4 Units per acre). Staff views this land use request to be consistent with the approved Future Land Use Map.

2. **Kuna Comprehensive Plan Future Land Use Map:** The Kuna Comprehensive Plan Future Land Use Map shown below (and map legend) indicates that the subject site is designated as Low Density Residential. The applicant's request is consistent with the Future Land Use Map designation.



3. **Kuna Recreation and Pathways Master Plan Map:**
   The Kuna Recreation and Master Pathways Plan map identifies a future trail adjacent to the Kuna Canal waterway as it flows through the subject site. The applicants submitted preliminary plat and landscape plan accommodates and plans for this trail designation along the Kuna Canal on the south line of their proposed project.



4. **Surrounding Existing Land Uses and Zoning Designations:**

North	M2, RUT, AG	Agriculture – City of Kuna General Industrial & Rural Urban Transition - Ada County
South	RR	Rural Residential – Ada County
East	RUT	Rural Residential – Ada County
West	RUT	Rural Urban Transitional – Ada County

5. **Parcel Sizes, Current Zoning, Parcel Numbers:**
   - Approx. 36.30 acres total
   - RR (Rural Residential) – Ada County
   - Parcel # R0615250650

6. **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

7. **Existing Structures, Vegetation and Natural Features:** Currently there no structures on the subject site. This site slopes slightly to the south, towards Indian Creek, but is otherwise generally flat. Indian Creek flows east to west on the south side of the subject parcel. On-site vegetation consists of vegetation typically associated with agricultural fields.

8. **Transportation / Connectivity:** The applicant proposes to construct their portion of Easter Avenue as a half street section from East Kuna Road to serve the subdivision on the west side within the existing rights-of-way (***ROW***); also, to widen South Stroebel Road along the projects eastern frontage as required. Applicant also proposes four (4) total shared driveways throughout the development that will likely affect 15 home lots.

   ITD will require the applicant to prepare and submit a traffic impact study (***TIS***). ACHD has not required a TIS at this time, but does require improvements along the frontages of Kuna and Stroebel Roads, and for their frontage along the existing Eater Avenue ROW.

   ACHD recommends a 35-foot wide ROW dedication for Kuna Road and ROW as needed for Stroebel Road to accommodate one-half of a 36' roadway improvement, plus additional land for single-lane round about at the intersection of Kuna and Stroebel. Applicant shall improve both classified roads with vertical curb, gutter and sidewalks along with additional requirements listed in the ACHD report dated: July 27, 2017.

   There are multiple pedestrian and bicycle pathway connections throughout the development to support alternative transportation choices for residents, and create a more walkable and pedestrian friendly neighborhood environment.

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

10. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
    - Kuna City Public Works Director (Bob Bachman) – Exhibit B-1

- Ada County Highway District (ACHD) – Exhibit B-2
- Boise Project Board of Control – Exhibit B-3
- Central District Health Department (CDHD) – Exhibit B-4
- Community Planning Association of Southwest Idaho (COMPASS) – Exhibit B-5
- Department of Environmental Quality – Exhibit B-6
- Idaho Transportation Department (ITD) – Exhibit B-7

E. Staff Analysis:

Applicant requests approval to annex approximately 36.30 total acres currently zoned Rural Residential (RR) within Ada County, into Kuna City limits with an R-4 (Low Density Residential) zone; and to subdivide the subject property creating a 91 lot, single family subdivision, known as Rising Sun Estates Subdivision. Applicant also proposes to develop five additional lots (including a 13,800 SF pocket park), into common lots for the use by residents. Applicant proposes one of these five common lots to be used by all Kuna residents, and will be developed as a multi-use pathway along Indian Creek, adding a new segment to the greenbelt system in concert with the Master Recreation and Pathways Map. The pathway is proposed to be built by the developer (See Letter of Intent), and then dedicated to Kuna City. A Homeowners Association (HOA) will be established for the care and maintenance for all other common lots.

The site is eligible for annexation, as it touches current City limits on the north side of the project. The applicant seeks an R-4 (Low Density Residential) zone for the subdivision. Applicant is proposing three (3) phases of development which will largely be driven by the consumer market.

Kuna Code allows for flag lots (KCC 6-4-2-G), however, if not planned for appropriately, they may become a burden to homeowners. These shared driveways appear to serve 15 homes. Staff recommends the applicant follow KCC 6-4-2-G (for flag lots), and provide a perpetual plan/agreement to be recorded with the County, for the maintenance, upkeep and continuous care for the shared driveways as well. If applicant can demonstrate permanent and continuous maintenance and care that may not be dissolved except by City Councils approval, staff has no concerns with the four proposed shared driveways.

Public services will be extended to the property at the developers cost, by extending existing or proposed City facilities. It is anticipated that City sewer will be extended in the future, in part by the City, to the area.

A design review application accompanies the applicant's request for the common area landscaping and buffers and a conditional approval was awarded.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No.'s 17-03-AN and 17-07-S, to the Council with recommended conditions of approval listed in section M of this memo.

F. Applicable Standards:

1. Kuna City Code Chapter 6 – Chapter 1-6; Subdivision Regulations,
2. Kuna City Code Title 5 – Chapter 1-17; Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

G. Procedural Background:

The Council held a Public Hearing on November 08, 2017, to consider Cases No.'s 17-03-AN and 17-07-S, including the submitted application documents, agency comments, staffs report, application exhibits and public testimony presented at the hearing.

H. Factual Summary:

This site is located at the south west corner (SWC) of East Kuna and South Stroebel Roads. Applicant proposes to annex approximately 36.30 acres into the City of Kuna with an R-4 (Low density residential) zone. Applicant has submitted a preliminary plat to subdivide the parcel into 91 buildable lots and 5 common lots, 12% open space, four (4) shared driveways and proposes to improve Kuna and Stroebel Roads to City and ACHD standards.

I. Comprehensive Plan Analysis:

The comprehensive plan (Comp Plan) is a living document, intended for use as a guide to governmental bodies. The Comp Plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist their decision making for the City. The Kuna Council accepts the Comprehensive Plan components as described:

Goals, Policies and Objectives from the Kuna Comprehensive Plan:

Private Property Rights Goals and Objectives - Section 2 - Summary:

Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and evaluate with guidance from the City attorney and the Idaho Attorney General's six criterion established to determine the potential for property takings.

Comment: *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: *The proposed application complies with the comprehensive plan by providing a mix of lot sizes, and a pathway / greenbelt to meet this goal.*

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

Comment: *The project complies with the land use plan as adopted by the City by incorporating the following; open spaces and utilization of the Indian Creek corridor for a future pathway, varied housing densities and types and promotes desirable, cohesive community character and a quality neighborhood.*

Natural Resources Goals and Objectives - Section 7 - Summary:

Retain natural resources that contribute to Kuna's quality of life while developing a green grid of trails for bikes throughout the City for recreation and alternative transportation needs.

Comment: *The proposed application provides pathways through the development as well as a trail along Indian Creek for recreation and alternate transportation modes.*

Public Services, Facilities and Utilities Goals and Objectives - Section 8 -Summary:

Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties that request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable water systems and continue expansion of the City's sewer systems as resources allow.

Comment: *Kuna has adequate services for this development and the authority to annex the requested lands into the City. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.*

Transportation Goals and Objectives - Section 9 - Summary:
Work with Kuna, ACHD, COMPASS, and ITD to promote and encourage bicycling and walking as transportation modes. Develop a transportation strategy and identify future transit corridors while requiring developers to preserve rights- of-way, to improve mobility on major routes while balancing land use planning with transportation needs.

Comment: *The City Public Works Director, ACHD, COMPASS and ITD have provided a report. The project meets with the transportation goals of the City by extending public rights-of-way on East Kuna and South Stroebel Roads to create additional transportation connections.*

Recreation Goals and Objectives - Section 10 - Summary:
Ensure a City wide system of parks, trails and recreational opportunities for a variety of year-round outdoor activities balancing active and passive open spaces with easy access for users. Encourage the development of community and neighborhood-centered recreational facilities including gathering places connected by trails, walkways, bikeways and horse paths.

Comment: *Applicant's proposed subdivision incorporates trails along Indian Creek, and open spaces for residents, meeting the goals of the City.*

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

Comment: *Applicant has proposed 91 single family lots which will contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development adds trails and open space, creating a pleasant neighborhood environment.*

Community Design Goals and Objectives - Section 13 - Summary:
Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and create a sense of place.

Comment: *The application incorporates sound community design and landscape features to buffer incompatible uses to create a sense of place for the community to foster neighborhood interactions and activities.*

J. Council Conclusions of Law:

Based on the evidence contained in Case No's 17-03-AN and 17-07-S, the Kuna Council finds Case No's 17-03-AN and 17-07-S comply with Kuna City Code, the Kuna Comp. Plan and the goals of the City, as proposed or conditioned.

1. This request appears to be consistent and in compliance with Kuna City Code (KCC).
   Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of KCC. Staff also finds that the proposed project meets all applicable requirements of Title 6 of KCC.*

2. The site is physically suitable for a subdivision.
   Comment: *The 36.30 acre subdivision is large enough to include a mix of lot sizes, community open space(s), pathways and a trail along Indian Creek.*

3. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
   Comment: *The land to be annexed is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according the City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.*

4. The annexation and subdivision application is not likely to cause adverse public health problems.
   Comment: *The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The low density zone requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
   Comment: *The annexation, rezone and design of the subdivision did consider the location of the property adjacent to Indian Creek, classified roadways (Kuna and Stroebel Rd.) and the system. The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are complimentary uses (Kuna) as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
   Comment: *Correspondence from Kuna Public Works and ACHD confirms that the proposed streets and utility services are suitable and adequate for this residential project. ACHD confirms that the proposed streets within and adjacent to the subdivision are adequate for the proposed development.*

K. <u>Councils Findings of Fact:</u>

Based upon the record in 17-03-AN and 17-07-S**,** including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and the testimony elicited during the public hearing, the Council hereby *approves* Case No's 17-03-AN and 17-07-S, a request for annexation and subdivision preliminary plat request by the applicant as follows:

The Council *concludes that the application complies with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC and/or the Landscape Code in title 5.*

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:

   The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a <u>reasoned statement</u> that <u>explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.</u>

In addition, Idaho Code §67-6535(2) (a), provides that:

Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.

2. The Council has the authority to approve or deny Case No's 17-03-AN and 17-07-S. On November 08, 2017, the Council voted to approve Case No's 17-03-AN and 17-07-S.

3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances for Council to hold a public hearing on November 08, 2017, for case No's 17-03-AN and 17-07-S.

L. Idaho State Code Analysis:

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

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

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

M. Decision by the Commission:

On September 12, 2017, the Planning and Zoning Commission voted 4-0, recommending conditional *approval* for Case No's 17-03-AN (Annex) and 17-07-S (Sub), based on the facts outlined in staff's report and public testimony during the public hearing the Planning and Zoning Commission of Kuna, Idaho and voted to recommended *conditional approval* for Case No's 17-03-AN and 17-07-S; annexation and preliminary plat and hereby recommends *approval* to Council with the following conditions of approval:

- *Applicant shall follow the conditions as outlines in the staff report,*
- *Work with staff on the buffers along Kuna and Stroebel Roads, to bring into compliance,*
- *Applicant shall work with staff to provide two pathway connections along Theo Dr. to access the greenbelt, and one at the mid-point across from Oriana to Sunniva Avenues,*
- *Work with ACHD on parking considerations and mitigation along Stroebel Road,*
- *Adjust the stub street on the west as described by staff,* (The stub street to the west shall be extended to adjacent properties as proposed, and include utility stubs).

N. Order of Decision by Council:

On November 8, 2017, the Council voted to *approve* Case No's 17-03-AN and 17-07-S, based on the facts outlined in staff's memo, the Comp Plan, Kuna City Code the record before the Council, the applicants' presentation, public testimony and discussion during the public hearing with the Council of Kuna, Idaho. The Council hereby approves Case No's 17-03-AN and 17-07-S, an Annexation and Preliminary Plat (Sub) request from Steve Arnold (A-Team Land Consulting), with the following conditions of approval:

- Follow all staff, and other agency specifications listed in the packet.

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.

    A stub street (with utility stubs) shall be extended to adjacent properties of the project. 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 Idaho Transportation Department.

    2.1– Dedicate right-of-way in sufficient amounts to follow Kuna City and ACHD standards and widths.
2. Installation of utility service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P&Z approval in concert with the prepared construction drawings for the project.
5. Parking within the site shall comply with KCC 5-9-3. A separate Design Review application is required for the community clubhouse and parking lot.
6. Fencing within and around the site shall comply with KCC standards.
7. A sign permit is required prior to any subdivision entrance sign construction and shall comply with KCC 5-10-4. Monument signs will require a separate design review.
8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
9. 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) prior to requesting final plat signature from the City Engineer.
10. 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 Commission and/or Council, or seek amending them through public hearing processes.
11. The applicant's proposed preliminary plat (dated 06/19/17) and landscape plan (dated 06/19/2017) shall be considered binding site plans, or as modified and approved through the public hearing process.
12. Applicant shall add the following notes to the landscape plans and resubmit a plan for Planning and Zoning approved plans, bearing the changes.

12.1 – *Landscape contractor shall remove all twine/ropes and burlap from root balls.*
12.2 – *Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.*

13. Applicant shall add pathways through long blocks to provide better interconnectivity for pedestrian and non-motorized transportation.
14. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
15. Applicant shall demonstrate permanent access, maintenance and care for all lots affected by shared driveways as proposed on the preliminary plat bearing the same date as above.
16. Compliance with all local, state and federal laws is required.

DATED: This 28th, day of November, 2017.

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

omission or improper exercise by the manager of any such duty or power so delegated.

5.6.1.4 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.

5.6.1.5 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 Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

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

5.6.1.5.2 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.

5.6.1.5.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

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.

5.6.2 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:

5.6.2.1 Operation and Maintenance of Common Areas Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Areas.

5.6.2.2 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Areas 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

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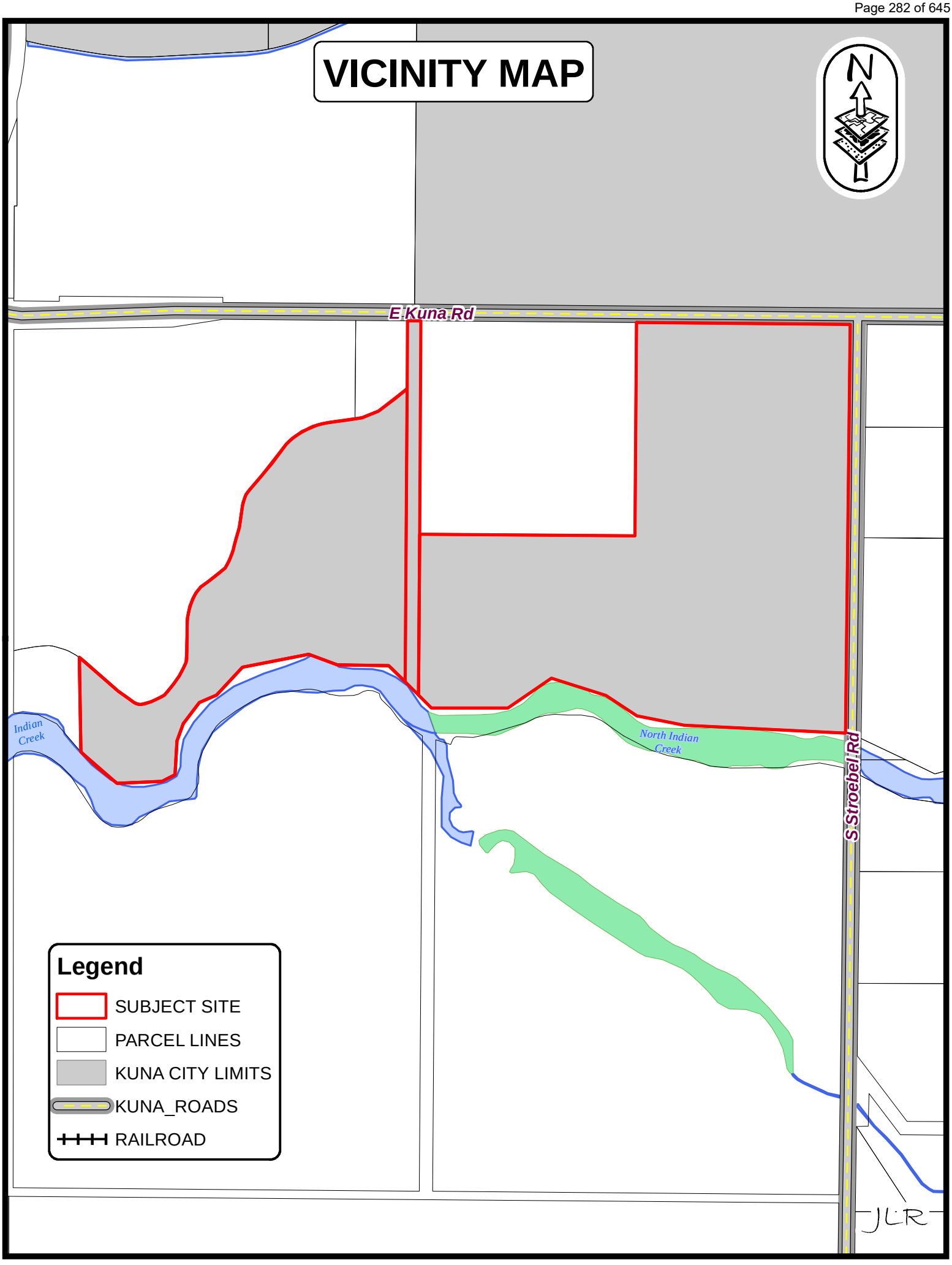
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VICINITY MAP
N
E Kuna Rd
S Stroebel Rd
Indian Creek
North Indian Creek
Legend
SUBJECT SITE
PARCEL LINES
KUNA CITY LIMITS
KUNA_ROADS
RAILROAD
JLR

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

Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

FINAL PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**26 October 2021**	
RE:	**Public Works Comments**	
	Rising Sun Subdivision No. 1 – 21-19-FP (Final Plat)	

The Rising Sun Subdivision No. 1, 21-19-FP, Final Plat request dated 7 October 2021 has been reviewed. This review is based on land use as allowed or permitted in a "R-4" zone. This application encompasses approximately 22.87 acres. This application contains a total of 61 single-family residential lots and 8 common lots.

Public Works staff cannot support the approval of this final plat. The Rising Sun Declaration of Covenants, Conditions and Restrictions, states that the HOA has the ability to grant easements within common lots as they see necessary at any time. Public Works is concerned about unintended negative affects of public utilities.

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

1) Inspection & Fees

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

2) General

a) Rising Sun Subdivision No. 1, 21-19-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) The applicant provided engineering certification on all final engineering drawings/record drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Sanitary Sewer Connection

a) This project is in agreement with the sewer master plans.
b) This project has previously reserved capacity in the Orchard Lift Station.

4) Potable Water Connection

a) This project is in agreement with the water master plans.

5) Pressurized Irrigation

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

6) Grading and Storm Drainage

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 lot interiors and not steeper than 4:1 on the exterior or lots.
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.
b) *Correct and verified* a*s-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

a) Due to previous approvals for this project, no maps are needed or included to support Public Works comments.

From: Catherine Feistner
To: Jessica Reid; Paul Stevens
Subject: RE: Rising Sun No. 1
Date: Monday, November 15, 2021 9:51:54 AM
Attachments: image001.png

Good morning Jess –
Last I talked with JUB and Paul is that they submitted new verbiage to us for to review. It was unacceptable and our concerns still stand. I have not seen a second revision.

Thanks,

Cat Feistner, EIT
City of Kuna – Asst. City Engineer
Office: 208-639-5347

From: Jessica Reid <jreid@kunaid.gov>
Sent: Monday, November 15, 2021 9:08 AM
To: Paul Stevens <PStevens@kunaid.gov>; Catherine Feistner <cfeistner@kunaid.gov>
Subject: Rising Sun No. 1
Importance: High

Good Morning,

Have you received the CC&R's with the updated verbiage for Rising Sun No. 1? I need to get it scheduled & just wanted to make sure all of our bases were covered.

Thanks!

Jessica Reid
Planning Services Specialist
751 W 4th Street • Kuna, ID 83634
jreid@kunaid.gov • Ph: (208) 387-7731
KUNA
Planning & Zoning

From: Paul Stevens
To: Wendy Shrief
Cc: Jessica Reid; Jace Hellman; Catherine Feistner
Subject: CCRs -- Rising Sun - (rev 5.6.1.5) 11.10.21[2468].pdf
Date: Monday, November 15, 2021 10:44:27 AM
Attachments: CCRs -- Rising Sun - (rev 5.6.1.5) 11.10.21[2468].pdf
image001.png

Wendy:

The revisions to paragraph 5.6.1.5.3 as shown on page 14 of Indian Creek ranch Subdivision (previously Rising Sun) assuage our concerns.

Thank you,

Paul A. Stevens, PE
City of Kuna - Engineer
Phone 208-287-1727

751 W 4th St
PO Box 13
Kuna, ID 83634

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.

5.6.1.5 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 Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

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5.6.1.5.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

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. Notwithstanding the foregoing provisions of this Section 5.6.1.5, the Association may in no way grant or affect any licenses, easements, or rights-of-way in a manner that violates or is contrary to licenses, easements, or rights-of-way granted by or to any local government or municipal authority.

5.6.2 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:

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From: Catherine Feistner
To: Jessica Reid
Cc: Brady Barroso; Jace Hellman
Subject: Rising Sun Final Plat Revisions
Date: Monday, November 15, 2021 3:09:40 PM
Attachments: image001.png

Jessica –

Public Works staff supports approval of the Rising Sun 1 Final Plat following the CC&R easement revisions in Section 5.6.1.5 provided November 15, 2021.

Thank you,

Cat Feistner, EIT
City of Kuna – Asst. City Engineer
Office: 208-639-5347

751 W 4th St
PO Box 13
Kuna, ID 83634

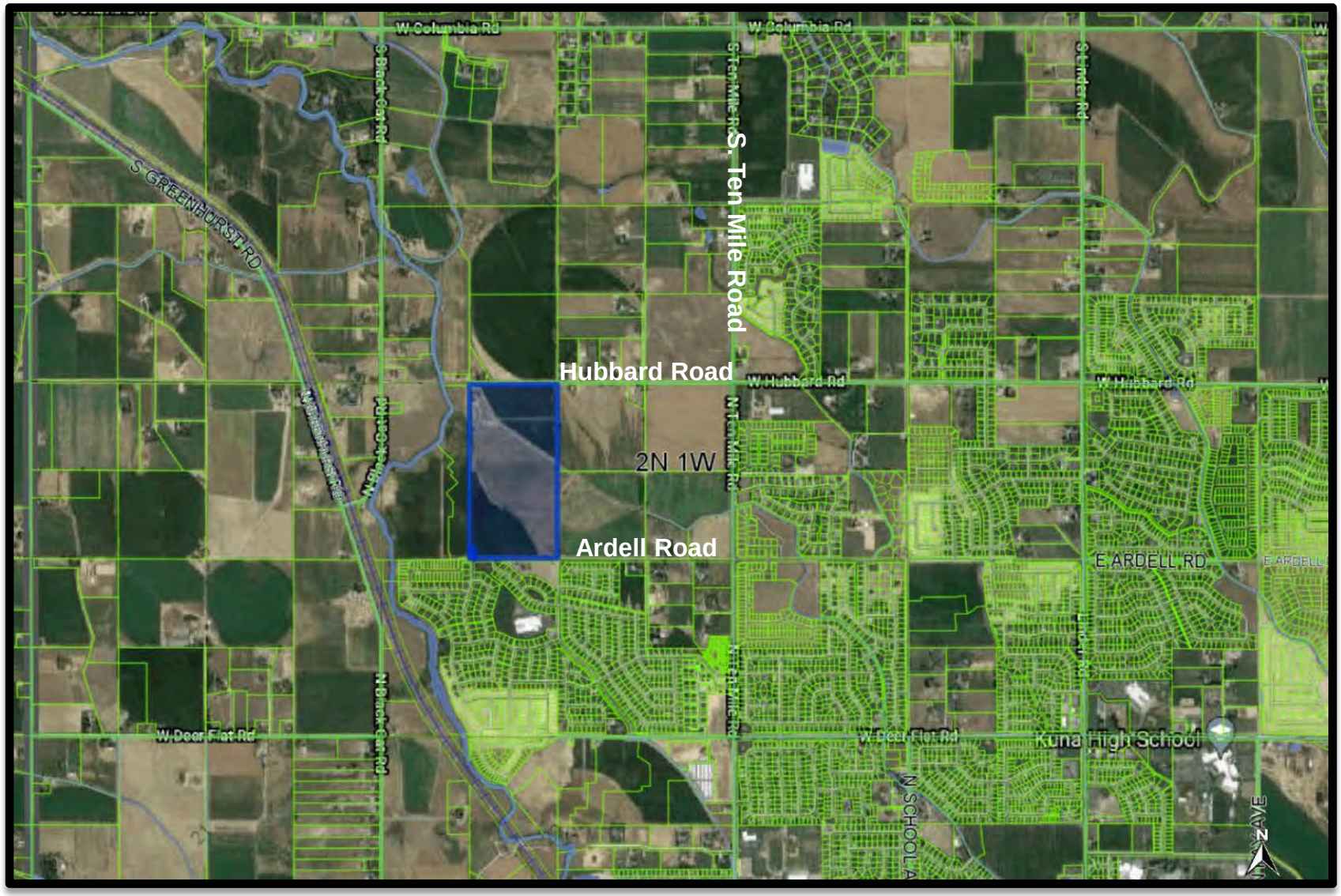
Ewing Meadows

Rezone & Preliminary Plat Application

City of Kuna City Council Meeting

December 7, 2021

Vicinity Map:



Existing & Surrounding Conditions:

Project Size: 80.75 acres

Annexation: 2006

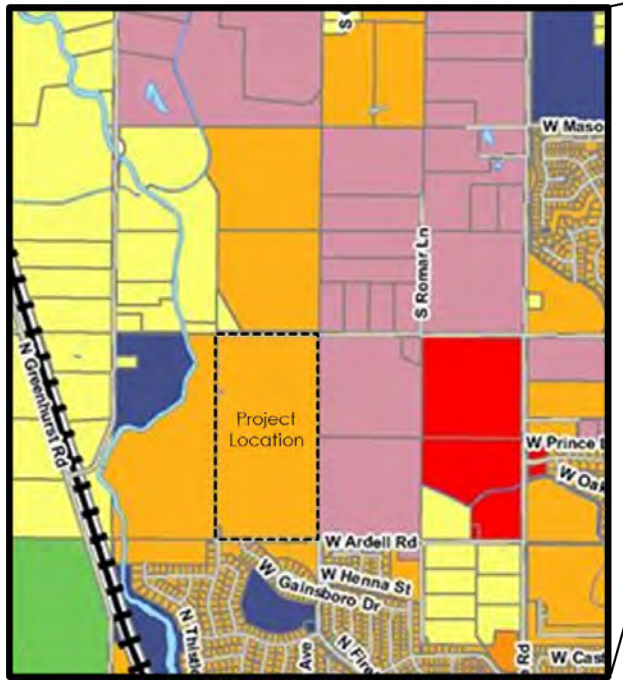
Current Zoning Designation: Agriculture (AG)

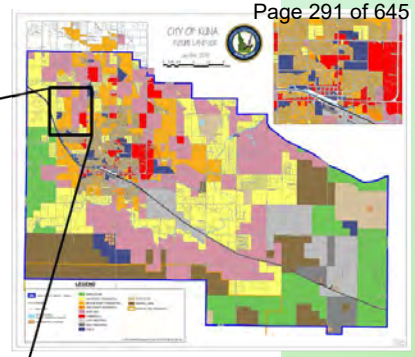
Future Land Use Map Designation: Medium Density Residential

Requested Zoning: R-6 Medium Residential

No. of Residential Lots: 294 Open Space: 13.40 acres (16.6%)







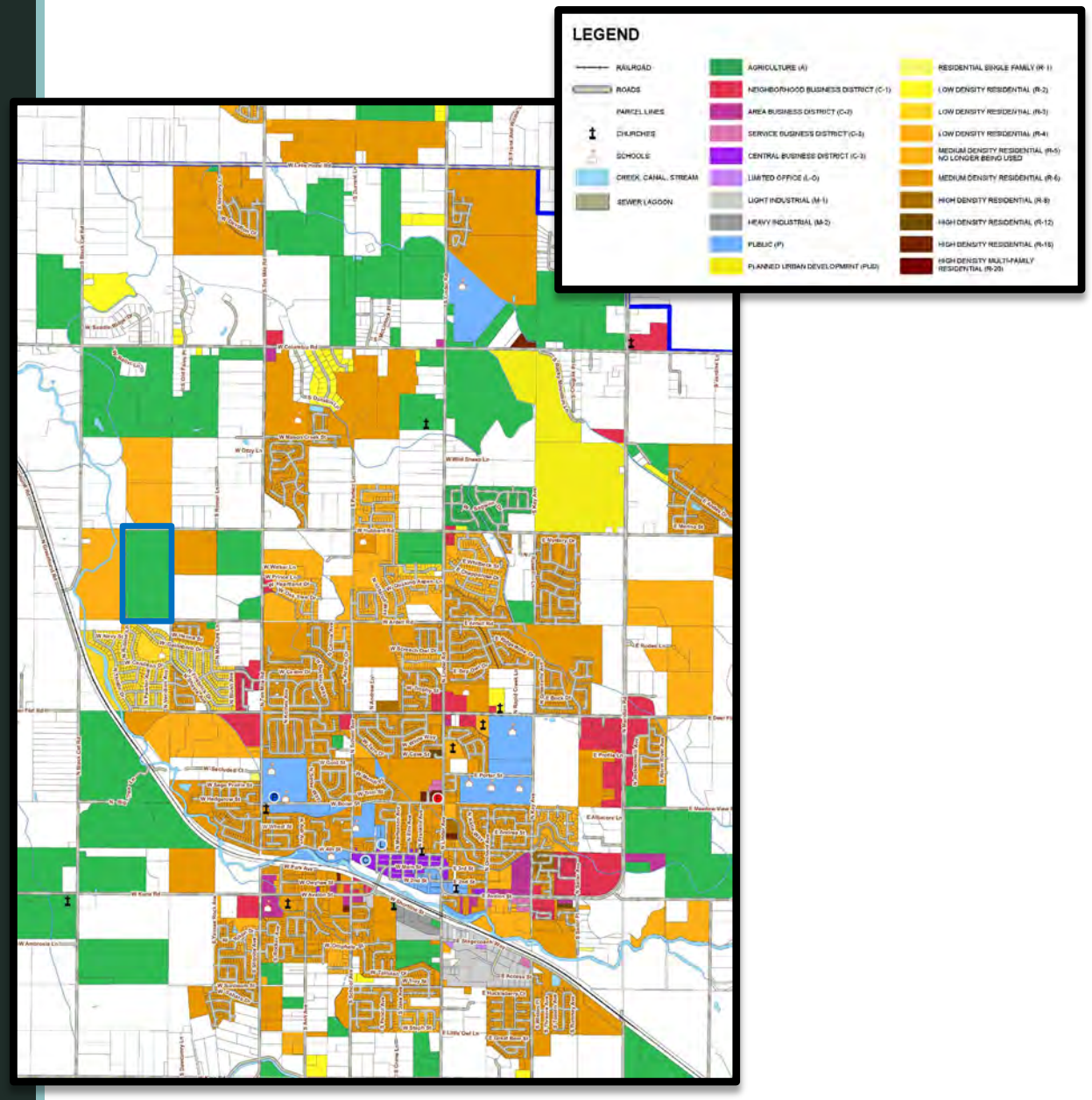
Project is surrounded on three sides by approved and existing development.

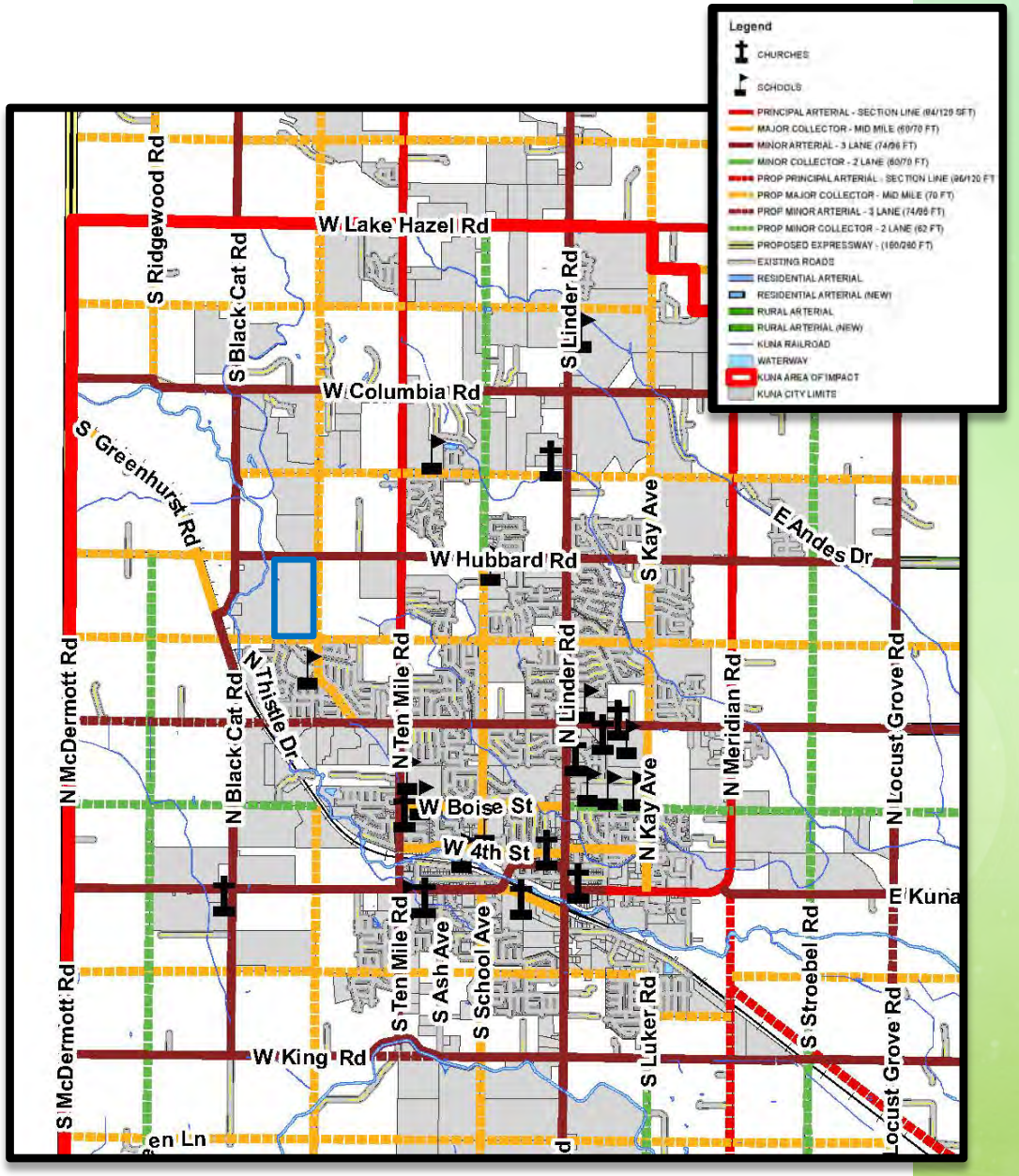
Water and wastewater service is available and designed in coordination with adjacent development and supported by the city's engineering department.

Right of way dedication (Shayla Avenue) along the eastern boundary will provide connection between Hubbard and Ardell Roads.

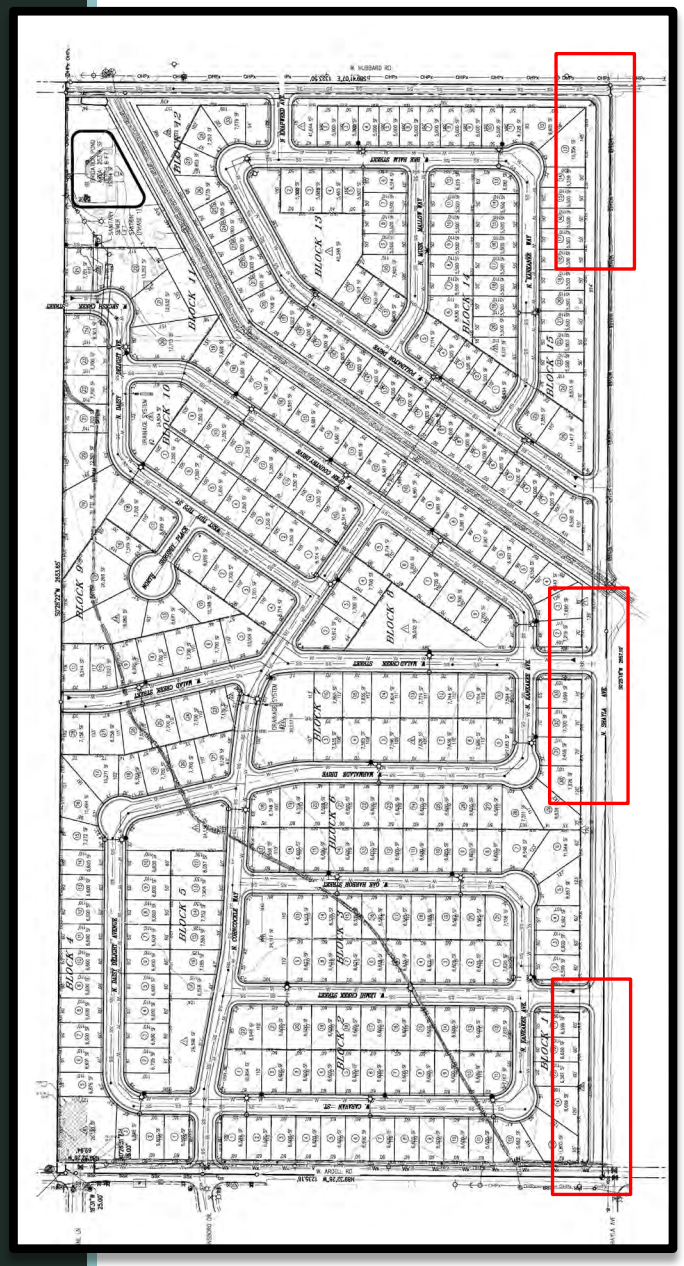
Crimson Point Elementary School is within walking distance of the project & we are the first to have committed to participate in the Kuna School District's new voluntary support fees program.

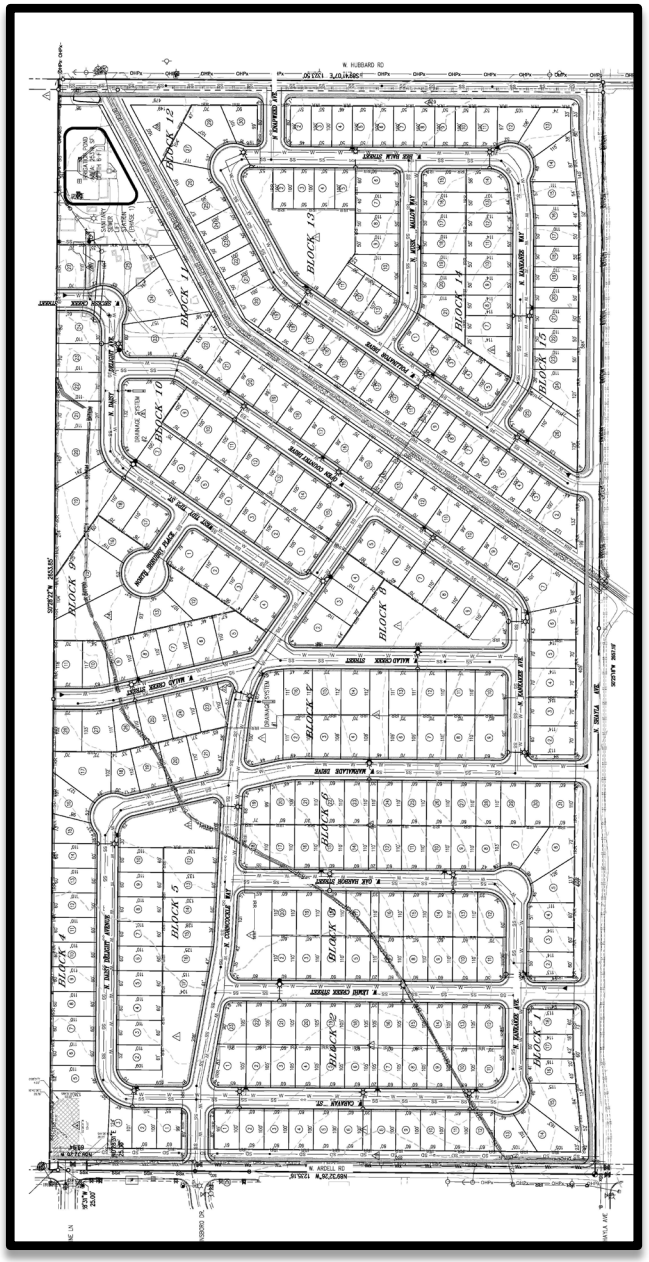
Transportation Plan & Zoning Map:





ACHD Requested Modifications – Shayla Avenue











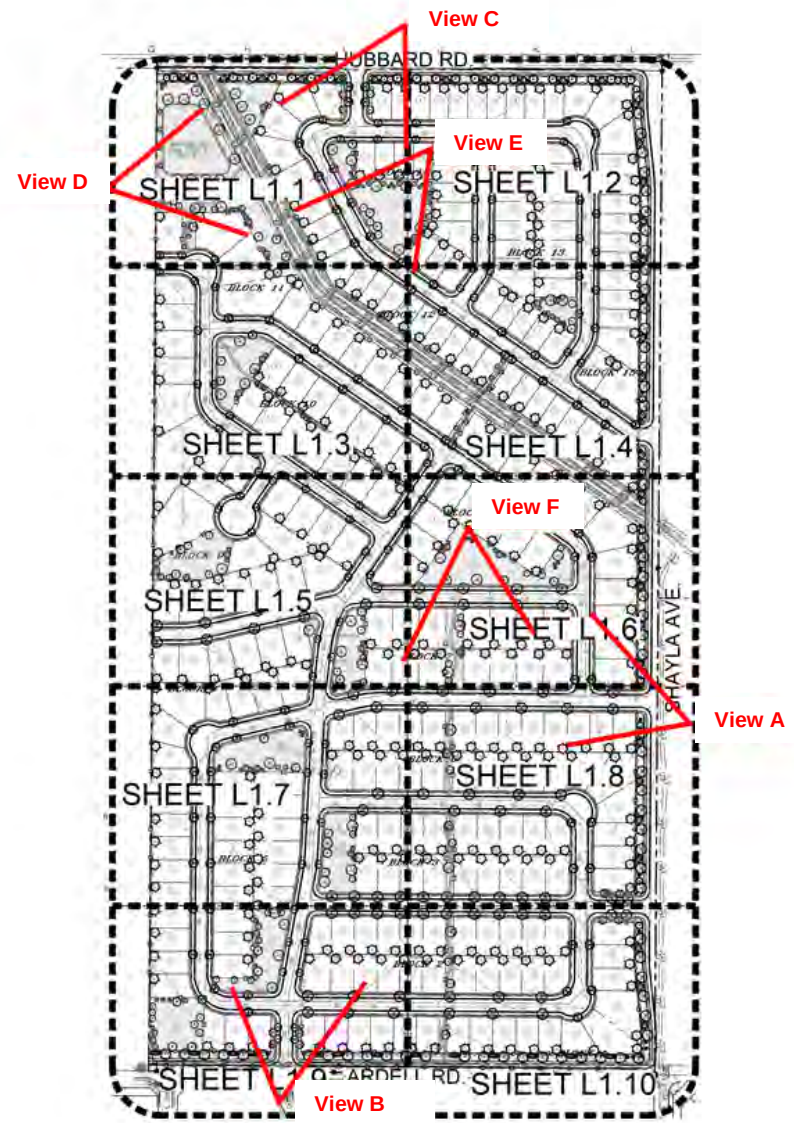

S Ten Mile
S Black Cat Rd
HUBBARD ROAD
W Hubbard Rd
N Ten Mile Rd
N Black Cat Rd
ARDELL ROAD
Crimson Point
N

Open Space& Connectivity:





3-D Renderings















SterlingHomes



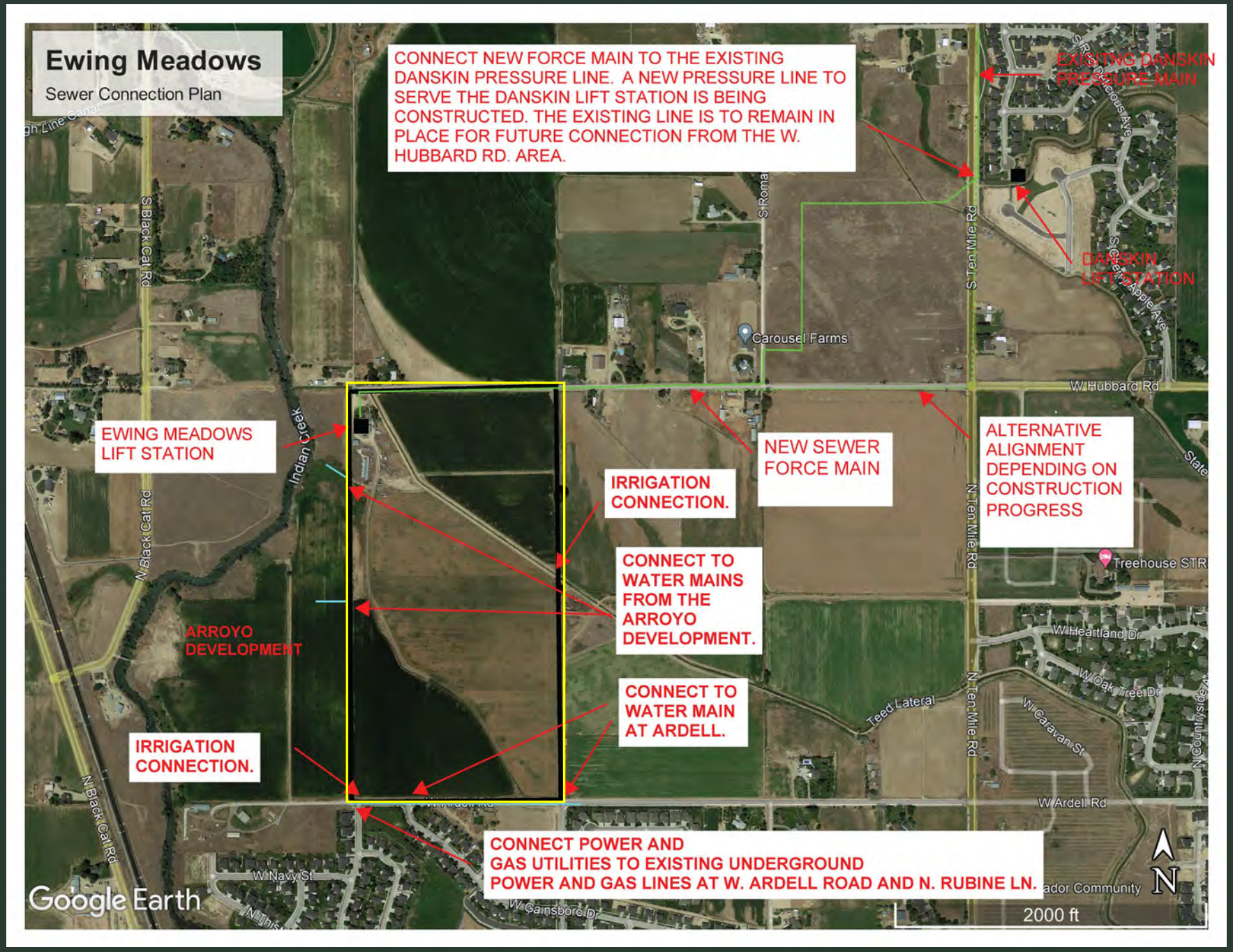








QUESTIONS?

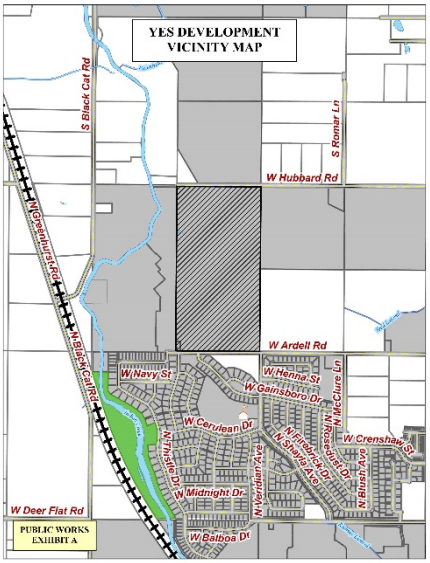

Ewing Meadows
Sewer Connection Plan
CONNECT NEW FORCE MAIN TO THE EXISTING DANSKIN PRESSURE LINE. A NEW PRESSURE LINE TO SERVE THE DANSKIN LIFT STATION IS BEING CONSTRUCTED. THE EXISTING LINE IS TO REMAIN IN PLACE FOR FUTURE CONNECTION FROM THE W. HUBBARD RD. AREA.
EXISTING DANSKIN PRESSURE MAIN
DANSKIN LIFT STATION
EWING MEADOWS LIFT STATION
NEW SEWER FORCE MAIN
ALTERNATIVE ALIGNMENT DEPENDING ON CONSTRUCTION PROGRESS
IRRIGATION CONNECTION.
CONNECT TO WATER MAINS FROM THE ARROYO DEVELOPMENT.
ARROYO DEVELOPMENT
CONNECT TO WATER MAIN AT ARDELL.
IRRIGATION CONNECTION.
CONNECT POWER AND GAS UTILITIES TO EXISTING UNDERGROUND POWER AND GAS LINES AT W. ARDELL ROAD AND N. RUBINE LN.
S Black Cat Rd
N Black Cat Rd
S Ten Mile Rd
N Ten Mile Rd
S Roma
Carousel Farms
W Hubbard Rd
Treehouse STR
W Heartland Dr
W Oak Tree Dr
W Caravan St
W Ardell Rd
Teed Lateral
W Navy St
W Gainsboro Dr
Google Earth
2000 ft
N

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **YES DEVELOPMENT, LLC** *For a Rezone, Preliminary Plat, and Design Review for 4387 W Hubbard Road.*	)	**Case Nos. 21-04-ZC (Rezone) and 21-05-S (Preliminary Plat)** **STAFF REPORT FOR THE EWING MEADOWS SUBDIVISION APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Process and Noticing
3. Applicants Request
4. General Project Facts
5. Transportation and Connectivity
6. Staff Analysis
7. Proposed Findings of Fact and Conclusions of Law
8. Proposed Comprehensive Plan Analysis
9. Commission's Recommendation
10. Council's Proposed Order of Decision



I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.5	Staff Memo			X

1.2	Planning and Zoning Commission FCO's			X
1.3	Planning and Zoning Commission Sign-in-Sheet			X
1.4	Planning and Zoning Commission Meeting Minutes			X
2.1	Planning and Zoning Application Coversheet			X
2.2	Rezone Application			X
2.3	Preliminary Plat Application			X
2.15	Design Review Application			X
2.4	Narrative			X
2.5	Vicinity Map			X
2.6	Legal Description			X
2.27	Legal Description Updated			X
2.28	Legal Description Parcel S1315212403			X
2.29	Legal Description Parcel S1315214551			X
2.30	Legal Description Parcel S1315244600			X
2.7	Warranty Deed			X
2.8	Affidavit of Legal Interest			X
2.9	Neighborhood Meeting Certification			X
2.10	Subdivision Name Reservation			X
2.11	Preliminary Plat			X
2.32	Updated Preliminary Plat			X
2.12	Landscape Plan			X
2.36	Updated Landscape Plan			X
2.13	Lot Maintenance Agreement			X
2.14	Commitment to Property Posting			X
2.16	TIS Executive Summary			X
2.17	Agency Transmittal			X
2.18	Ada County Development Services			X
2.19	Central District Health Department			X
2.20	Boise Project Board of Control			X
2.21	Department of Environmental Quality			X
2.22	Nampa Meridian Irrigation District			X
2.23	COMPASS			X
2.24	City Engineer			X
2.31	City Engineer Updated Comments			X
2.38	City Engineer Memo 10.26.21			X
2.37	Ada County Highway District			X
2.43	Kuna School District			X

2.25	Planning and Zoning Commission Kuna Melba News			X
2.26	Planning and Zoning Commission Mailer			X
2.33	Kuna Melba News Planning and Zoning Commission Re-notice			X
2.34	Planning and Zoning Commission Mailer Re-notice			X
2.35	Planning and Zoning Commission Website Notice			X
2.36	Planning and Zoning Commission Proof of Property Posting			X
2.39	City Council Kuna Melba News			X
2.40	City Council Mailer			X
2.41	City Council Proof of Property Posting			X
2.42	City Council Website Notice			X

II
PROCESS AND NOTICING

2.1 Kuna City Code (KCC), Title 1, Chapter 14, Section 3 that Rezones and Preliminary Plats are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

2.1.1 Notifications

2.1.1.1 Neighborhood Meeting: May 6, 2021 (7 Attendees)

2.1.1.2 Agency Comments Request: August 3, 2021

2.1.1.3 300 FT Property Owners Notice: October 6, 2021

2.1.1.4 Kuna Melba News Newspaper: October 6, 2021

2.1.1.5 Site Posted: October 15, 2021

III
APPLICANTS REQUEST

3.1 Sterling Land Development Inc, on behalf of YES Development, LLC requests a Rezone for approximately 80.75 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The Applicant also requests Preliminary Plat approval in order to subdivide the approximately 80.75 acres into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 north, Range 1 West (APNs: S1315212403, S1315244600, S1315214551).

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 The subject site was annexed into Kuna City Limits in 2006 with an A (Agriculture) zone. Historically it has been used for agricultural purposes.

4.2 Surrounding Land Uses

North	RR R-4	Rural Residential – Ada County Medium Density Residential – Kuna City
South	RR R-4	Rural Residential – Ada County Medium Density Residential – Kuna City
East	RR R-6	Rural Residential – Ada County Medium Density Residential – Kuna City
West	R-4	Medium Density Residential – Kuna City

4.5 Parcel Number, Owner, Parcel Size and Current Zoning

4.5.1 S1315212403

4.5.1.1 YES Development, LLC

4.5.1.2 Approximately 77.738 acres

4.5.1.3 A (Agriculture)

4.5.2 S1315244600

4.5.1.1 YES Development, LLC

4.5.1.2 Approximately 0.211 acres

4.5.1.3 A (Agriculture)

4.5.3 S1315214551

4.5.1.1 YES Development, LLC

4.5.1.2 Approximately 0.031 acres

4.5.1.3 A (Agriculture)

4.6 Services

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

4.7 Existing Structures, Vegetation, and Natural Features

4.7.1 The proposed project site currently has a residence and two (2) outbuildings. Vegetation on site is consistent with that of crop fields. The site has an estimated average slope of 1.5% to 5.9%. According to the USDA Soil Survey for Ada County, bedrock depth is

estimated to be greater than 60 inches in the southwest portion of the proposed development area and 20 to 40 inches across the rest of the site.

4.8 Environmental Issues

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

4.9 Comprehensive Plan Future Land Use Map

4.9.1 The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the city. The FLUM indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the approximately 80.75-acres as Medium Density Residential.

4.10 Recreation and Pathways Map

4.10.1 The Recreation and Pathways Master Plan Map indicates a trail through the very northwest corner of the subject site. The Applicant has proposed a pathway that will begin in the site's northwest corner at Hubbard Road, run along the properties canal and terminate where the canal reaches the parcel to the east. The path will also provide a pedestrian connection to the parcel to the west that is planned for a future greenbelt pathway. The Recreation and Pathways Master Plan indicates a bike route along the property's eastern frontage which is planned for a new section of the mid mile collector N Shayla Avenue.

4.11 Agency Responses

Agency	Exhibit No.
Ada County Development Services	2.18
Central District Health Department	2.19
Boise Project Board of Control	2.20
Department of Environmental Quality	2.21
Nampa & Meridian Irrigation District	2.22
COMPASS	2.23
City Engineer	2.24
City Engineer Updated Comments	2.31
City Engineer Memo 10.26.2021	2.38
Ada County Highway District	2.37

V
TRANSPORTATION AND CONNECTIVITY

5.1 Per the ACHD report and the submitted Traffic Impact Study (TIS), the current roadway segments of Ten Mile Road between Ardell and Hubbard Road and Ten Mile Road between Hubbard Road and Columbia Road will not meet minimum operational thresholds at the buildout of this development in their current configuration. Additionally, the intersections of Ten Mile Road and Columbia Road, Hubbard Road and Ten Mile Road, and Hubbard Road and Linder Road will not meet minimum operational thresholds with the buildout of this development in their

current configuration. However, ACHD has listed mitigation improvements to be completed by certain lot counts throughout the development process. Once the mitigation improvements are completed, per the submitted TIS the surrounding roadways and intersections will be back to within an acceptable operational threshold. Staff will require the applicant to work with ACHD and the City to complete all required mitigation improvements to the surrounding roadways and intersections as detailed in the ACHD staff report.

Hubbard Road runs the northern frontage of the proposed subject site. Hubbard Road is listed as a minor arterial on the City of Kuna Master Street Map (MSM); it is currently improved with two (2) travel lanes, 24 feet of pavement and no curb, gutter or sidewalk abutting the site within 50 feet of right-of-way (ROW). The Applicant will be required to construct Hubbard Road as half of a 46-foot street section with gravel shoulder and borrow ditch, eight (8) foot wide detached sidewalk and 20 to 30-foot landscape buffer in accordance with ACHD policy and KCC standards. There are two (2) existing driveways on Hubbard Road; the Applicant will be required to close the two existing driveways in accordance with ACHD Policy and KCC standards.

Ardell Road runs the southern frontage of the proposed subject site. Ardell Road is listed as a mid-mile collector on the MSM, and is currently improved with two (2) travel lanes, 24 feet of pavement and no curb, gutter or sidewalk abutting the site within 50 feet of right-of-way (ROW). The Applicant will be required to construct Ardell Road as half of a 36-foot street section with vertical curb, gutter, four (4) to eight (8) foot wide irrigated planter strip, eight (8) foot wide detached sidewalk and 20-foot landscape buffer in accordance with ACHD policy and KCC standards.

The Applicant proposes to construct an entirely new section of Shayla Avenue along the property's eastern frontage. Shayla Avenue is listed as a north-south Mid Mile Collector on the MSM. The applicant will be required to construct Shayla Avenue as half of a 36-foot street section with 12 additional feet of pavement widening, vertical curb, gutter, four (4) to eight (8) foot wide irrigated planter strip, eight (8) foot wide detached sidewalk and 20-foot landscape buffer in accordance with ACHD policy and KCC standards. The Applicant should be required to coordinate the location of Shayla Avenue with the proposed development Sabino's Rocky Ridge to the north as ACHD will require the alignment of Shayla Avenue to align with Shayla Avenue on the north side of Hubbard Road.

The proposed development will construct internal local roads as 36-foot street sections with rolled curb and gutter within 40 feet of ROW, with an eight (8) foot wide planter strip and 5-foot-wide detached sidewalks located outside of the right-of-way. The Applicant shall be conditioned to provide a permanent ROW easement to two (2) feet behind back of sidewalk for any sidewalk placed outside of the dedicated ROW. The Applicant shall be conditioned to measure all front building setbacks from back of sidewalk, not back of property line on all internal local roads. A number of internal local roads are proposed to be constructed at a length greater than 750 feet, the Applicant should be required to work with ACHD to redesign the roadways to reduce length or include passive design elements. The applicant should be conditioned to submit a revised Preliminary Plat to ACHD showing the redesigned roadways for review and approval prior to plan approval and ACHD's signature on the first Final Plat.

The project proposes to construct one local street, Malad Creek Street, to intersect the proposed collector, Shayla Avenue, located 1,250-feet north of Ardell Road ACHD recommends Malad Creek Street to be shifted shift south due to the proximity of the canal and its location near the property line splitting the two adjacent parcels to the east of the site (S1315120800 and

S1315131200) to alleviate impacting the construction of the bridge when the adjacent parcel(s) develop. Staff supports this recommendation.

VI
STAFF ANALYSIS

6.1 The Applicant held a Neighborhood Meeting with residents within 300 ft of the proposed project area on May 6, 2021. There was a total of seven (7) residents who attended the meeting. Neighborhood meeting minutes have been provided as a part of this application. The proposed application has been noticed to all property owners within 300 feet and published in the Kuna Melba News.

The properties are currently zoned A (Agriculture) within Kuna City Limits. The Applicant is proposing to Rezone approximately 80.75 acres to an R-6 (Medium Density Residential) zone and to subdivide the approximate 80.75 acres into 315 total lots (294 residential and 21 common).

13.21 acres, or *16.4%* of the project, is proposed to be open space, including all end caps, buffers, parks, and pathways. A total of 7.72 acres or, *9.5%* of the project, is considered useable open space as defined by KCC 5-1-6-2. Included in the useable open space are parks with grassy play areas, a tot lot, picnic tables and benches. Pathways are provided throughout the subdivision to provide pedestrian connectivity. KCC 5-17 requires developments with a range of 251-300 homes/dwelling units to devote *9.50%* of the development area to useable open space; staff views the proposed open space for Ewing Meadows to be in compliance with KCC.

The Ewing Meadows Subdivision application represents approximately 294 residential sewer connections. Per Exhibit 2.31, Public Works staff conditionally supports the Ewing Meadows Subdivision development with current design. The Developer plans to design and construct a lift Station in the northwest corner of the property. Public Works recommends that the south portion of the development gravity into Crimson Point Lift Station. The remaining property should gravity into the future regional lift station to the north, which may eliminate the need for a lift station and temporary telemetry work with the Crimson Point Lift Station and force main. If the future northern regional lift station is not operational within Ewing Meadow Subdivision's time constraints, the Developer may design a temporary lift station that will discharge to the force main currently used by the Crimson Point Lift Station. To avoid pumping conflicts, the Developer may design telemetry to work with the Crimson Point Lift Station and force main. The Developer shall take financial responsibility of any required upgrades (such as SCADA or system) that may be needed to support their project. The Developer shall also take responsibility of any and all consequences (including unintended) that occur as a result of their creative temporary sewer alternative. The Developer shall disconnect from the Crimson Point force main and connect to the future regional lift station when it is online. It will be the responsibility of the developer to obtain all approvals and permits from affected agencies, including but not limited to IDEQ, ditch or canal companies, Central District Health (CDH), and ACHD for construction and decommissioning throughout the project. Public Works recommends a Development Agreement between the City and Developer as a condition of the zoning between the City and the Developer to document each parties' obligations for the creative temporary sewer alternative. Planning and Zoning would agree with Public Works recommendation.

The installation of streetlights is a required public improvement listed under KCC 6-4-2. The Applicant shall be required to work with staff in order to comply with KCC and install street lights at a maximum spacing of 250 ft. The final location of street lights will be approved at

the time of construction document review. Staff would note that these streetlights must be designed and installed according to "Dark Sky" standards.

A Design Review application for common area landscaping and open space was included as a part of the overall application. Staff will require the Applicant to comply with KCC 5-5-5-F and install "see-through" fencing along all residential buildable lot property lines that abut pathways. Staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and ACHD underground facilities. In the event that locations of landscaping are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a final landscape inspection.

The Developer, Owner and/or Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to signature on the Final Plat.

Staff has reviewed the proposed Preliminary Plat for technical compliance with KCC, the Rezone, Preliminary Plat and landscape plan appear to comply with Title 5 and Title 6 of Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan, *if the sewer infrastructure improvements recommended by the Public Works department are completed*. The applicant will be required to work with Kuna's staff, ACHD, the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. If the City Council approves Case Nos. 21-04-ZC (Rezone) and 21-05-S (Preliminary Plat), the Applicant shall be subject to the Conditions of Approval listed in section "X" of this memo, as well as any additional Conditions requested by the City Council.

6.2 Applicable Standards

6.2.1 City of Kuna Zoning Ordinance, Title 5

6.2.2 City of Kuna Subdivision Ordinance Title 6.

6.2.3 City of Kuna Comprehensive Plan.

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

VII
PROPOSED FINDINGS OF FACT

Based upon the record contained in Case Nos. 21-04-ZC (Rezone) and 21-05-S (Preliminary Plat) including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Council hereby *approves/conditionally approves/denies* Case Nos. 21-04-ZC and 21-05-S (Preliminary Plat), a request from Sterling Land Development Inc, on behalf of YES Development, LLC, to Rezone approximately 80.75 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone and subdivide the approximately, 80.75 acres into 315 total lots (294 buildable lots, 21 common lots).

If the City Council wishes to approve, deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

7.1 Based on the evidence contained in Case Nos. 21-04-ZC and 21-05-S, this proposal *does/does not* generally comply with the City Code.

Staff Finding: *The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6, if the sewer infrastructure improvements recommended by the Public Works department are completed.*

7.2 The public notice requirements *have/have not* been met and the Neighborhood Meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Staff Finding: *The applicant held a Neighborhood Meeting on May 6, 2021, a total of seven (7) residents attended. Neighborhood Notices were mailed out to residents within 300-FT of the proposed project site on October 6, 2021 and a legal notice was published in the Kuna Melba Newspaper on October 6, 2021. The Applicant posted sign on the property on October 15, 2021.*

7.3 Based on the evidence contained in Case Nos. 21-04-ZC and 21-05-S, this proposal *does/does* not generally comply with the Comprehensive Plan.

Staff Finding: *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna, as well as the installation of pathways and open space. The proposed zoning district is R-6. The Comp Plan Map designates the property as Medium Density Residential.*

7.4 The contents of the proposed Preliminary Plat application *do/do not* contain all of the necessary requirements as listed in Kuna City Code 6-2-3: - Preliminary Plat.

Staff Finding: *Review by Staff of the proposed Preliminary Plat confirms all technical requirements listed in KCC 6-2-3 were provided.*

7.5 The availability of existing and proposed public services and streets *can/cannot* accommodate the proposed development.

Staff Finding: *The Ewing Meadows Subdivision application represents approximately 294 residential sewer connections. Per Exhibit 2.31 Public Works staff conditionally supports the Ewing Meadows Subdivision development with current design. The Developer plans to design and construct a lift station in the northwest corner of the property. Public works recommends that the south portion of the development gravity into Crimson Point Lift Station. The remaining property should gravity into the future regional lift station to the north, which may eliminate the need for a lift station and temporary telemetry work with the Crimson Point Lift Station and force main. If the future northern regional lift station is not operational within Ewing Meadow Subdivision's time constraints, the Developer may design a temporary lift station that will discharge to the force main currently used by the Crimson Point Lift Station. To avoid pumping conflicts, the Developer may design telemetry to work with the Crimson Point Lift Station and force main. The Developer shall take financial responsibility of any required upgrades (such as SCADA or system) that may be needed to support their project. The Developer shall also take responsibility of any and all consequences (including unintended) that occur as a result of their creative temporary sewer alternative. The developer shall disconnect from the Crimson Point force main and connect to the future regional lift station when it is online. It will be the responsibility of the Developer to obtain all approvals and permits from affected agencies, including but not limited to IDEQ, ditch or canal companies, Central District Health (CDH), and ACHD for construction and decommissioning throughout the project. Per the ACHD report and the submitted Traffic Impact Study (TIS), the*

current roadway segments of Ten Mile Road between Ardell and Hubbard Road and Ten Mile Road between Hubbard Road and Columbia Road, will not meet minimum operational thresholds at the buildout of this development. Additionally, the intersections of Ten Mile Road and Columbia Road, Hubbard Road and Ten Mile Road, and Hubbard Road and Linder Road will not meet minimum operational thresholds with the buildout of this development. ACHD has listed mitigation improvements to be completed by certain lot counts throughout the development process. Once the mitigation improvements are completed, per the submitted TIS, the surrounding roadways and intersections will be back to within an acceptable operational threshold.

7.6 The proposed development *is/is not* continuous with Master Utility Plans (Sewer/Water/Pressurized Irrigation).

Staff Finding: *Correspondence from Kuna Public Works recommends the applicant be required to conform to the Master Sewer Plan, Master Water Plan and Master Pressurized Irrigation Plan, therefore satisfying this requirement.*

7.7 The public *does/does not* have the financial capability to provide supporting services to the proposed development.

Staff Finding: *Throughout the development of the project and beyond, connection fees, impact fees (Fire, Police, Park and Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.*

7.8 The proposed project *does/ does not* consider health and safety of the public and the surrounding area's environment.

Staff Finding: *Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. are required to be implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.*

7.9 The site landscaping *does/does not* minimize the impact on adjacent properties through the use of screening.

Staff Finding: *Per the submitted Landscape Plan, the Applicant is proposing a landscape buffer along W Hubbard Road and the future extension of N Shayla Road. A six-foot vinyl fence is proposed around the perimeter of the subdivision where permitted.*

7.10 The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.

Staff Finding: *Pursuant to Idaho Code 67-8003, the owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk. Not more that twenty-eight (28) days after the final decision concerning the matter at issue, the City shall prepare a written taking analysis concerning the action if requested.*

VIII
PROPOSED COMPREHENSIVE PLAN ANALYSIS

The Kuna City Council may *accept/reject* the Comprehensive Plan components, and shall determine if the proposed Rezone, Preliminary Plat and Design Review requests for the site *are/are not* consistent with the following Comprehensive Plan components:

8.1 Goal Area 2: Kuna will be a healthy, safe community.

- Goal 2.A.: Maintain and expand parks and public gathering spaces.
  - Objective 2.A.2.: Maintain and expand the pathway and trail network with a focus on building connectivity to key activity and population centers that serve all areas of Kuna.
    - Policy 2.A.2.a: Ensure the trails and pathways system promotes bike and pedestrian connectivity to key activity centers such as schools, parks, retail centers and downtown.
    - Policy 2.A.2.d: Work with private developers and landowners to direct expansion of the trails and pathways system throughout Kuna.
- Goal 2.B.: Maintain and expand parks and public gathering spaces.
  - Objective 2.B.1.: Maintain and expand the parks system.
    - Policy 2.B.1.b: Continue to require neighborhood park development through the subdivision development process.

8.2 Goal Area 3: Kuna's land uses will support a desirable, distinctive and well-designed community.

- Goal 3.D.: Encourage development of housing options and strong neighborhoods.
  - Objective 3.D.1.: Encourage development of housing options for all citizens.
    - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
  - Objective 3.D.2.: Create strong neighborhoods through preservation, new development, connectivity and programming.
    - Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.
- Goal 3.G.: Respect and protect private property rights.
  - Objective 3.G.1.: Ensure land use policies, restrictions, and fees do not violate private property rights.
    - Policy 3.G.1.b: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
    - Policy 3.G.1.c: Ensure land use actions, decisions and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

8.3 Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.

- Goal 4.B.: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.

- Objective 4.B.2.: Maintain and expand sidewalks and pedestrian facilities within the community.
  - Policy 4.B.2.b: Install detached sidewalks and/or protected pedestrian routes/facilities along high trafficked roads as development occurs.

IX
COMMISSION'S RECCOMENDATION

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, *recommended approval* Case Nos. 21-04-ZC (Rezone) and 21-05-S (Preliminary Plat) and *approved* Case No. 21-12-DR (Design Review) a request from Sterling Land Development Inc, on behalf of YES Development, LLC, to Rezone approximately 80.75 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone and subdivide the approximately, 80.75 acres into 315 total lots (294 buildable lots, 21 common lots), subject to the following Conditions of Approval:

X
COUNCIL'S PROPOSED ORDER OF DECISION

Note: These motions are for the approval, conditional approval or denial of the Rezone and Preliminary Plat applications. However, if City Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby *approves/conditionally approves/denies* Case Nos. 21-04-ZC (Rezone) and 21-05-S (Preliminary Plat), a request from Sterling Land Development Inc, on behalf of YES Development, LLC, to Rezone approximately 80.75 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone and subdivide the approximately, 80.75 acres into 315 total lots (294 buildable lots, 21 common lots), subject to the following Conditions of Approval:

10.1 The Developer/Owner/Applicant 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:

10.1.1 The City Engineer shall approve the sewer hook-ups.

10.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan.

10.1.3 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".

10.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

10.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

10.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).

10.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

10.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.

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

10.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the KMIS of the City.

10.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform all corresponding Master Plans.

10.6 The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

10.7 Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

10.8 Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.

10.9 Developer/Owner/Applicant shall install a sign at the terminus of every proposed stub street stating these roads will continue in the future. Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.

10.10 Developer/Owner/Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

10.11 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

10.12 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

10.13 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.

10.14 Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

10.15 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

10.16 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat.

10.17 Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.

10.18 Developer/Owner/Applicant is hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the quiet hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

10.19 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

10.20 Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing process.

10.21 Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.

10.22 Developer/Owner/Applicant shall comply with all local, state and federal laws.

10.23 Developer/Owner/Applicant shall not request Final Plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Crimson Point Lift Station, future regional lift station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.

10.24 In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC 6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.

10.25 Developer/Owner/Applicant shall provide a permanent right-of-way easement to two (2) feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

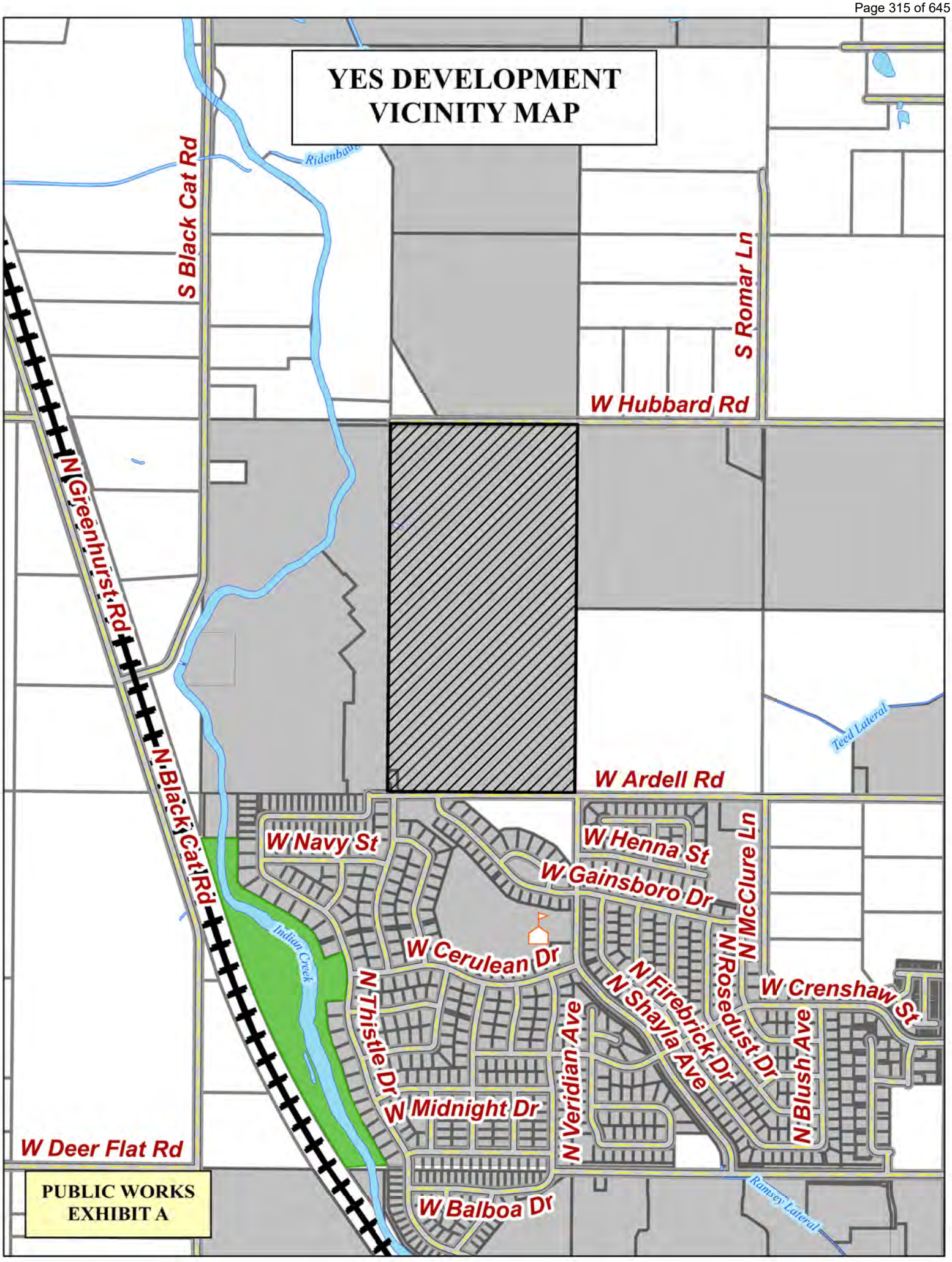
10.26 Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.

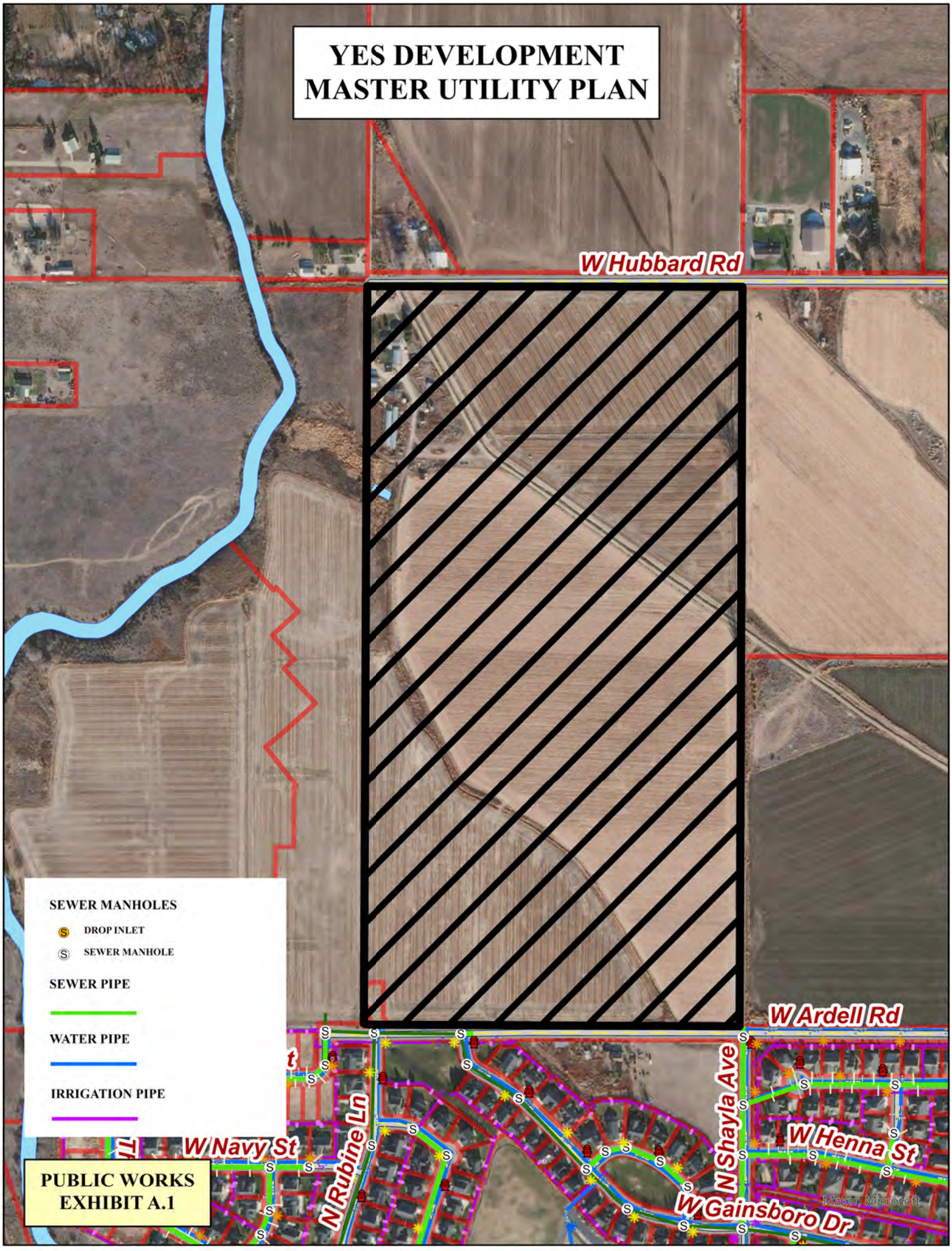
10.27 Developer/Owner/Applicant shall submit a revised Preliminary Plat to ACHD showing redesigned roadways for internal local roads greater than 750 feet in length for review and approval prior to plan approval and ACHD's signature on the first Final Plat.

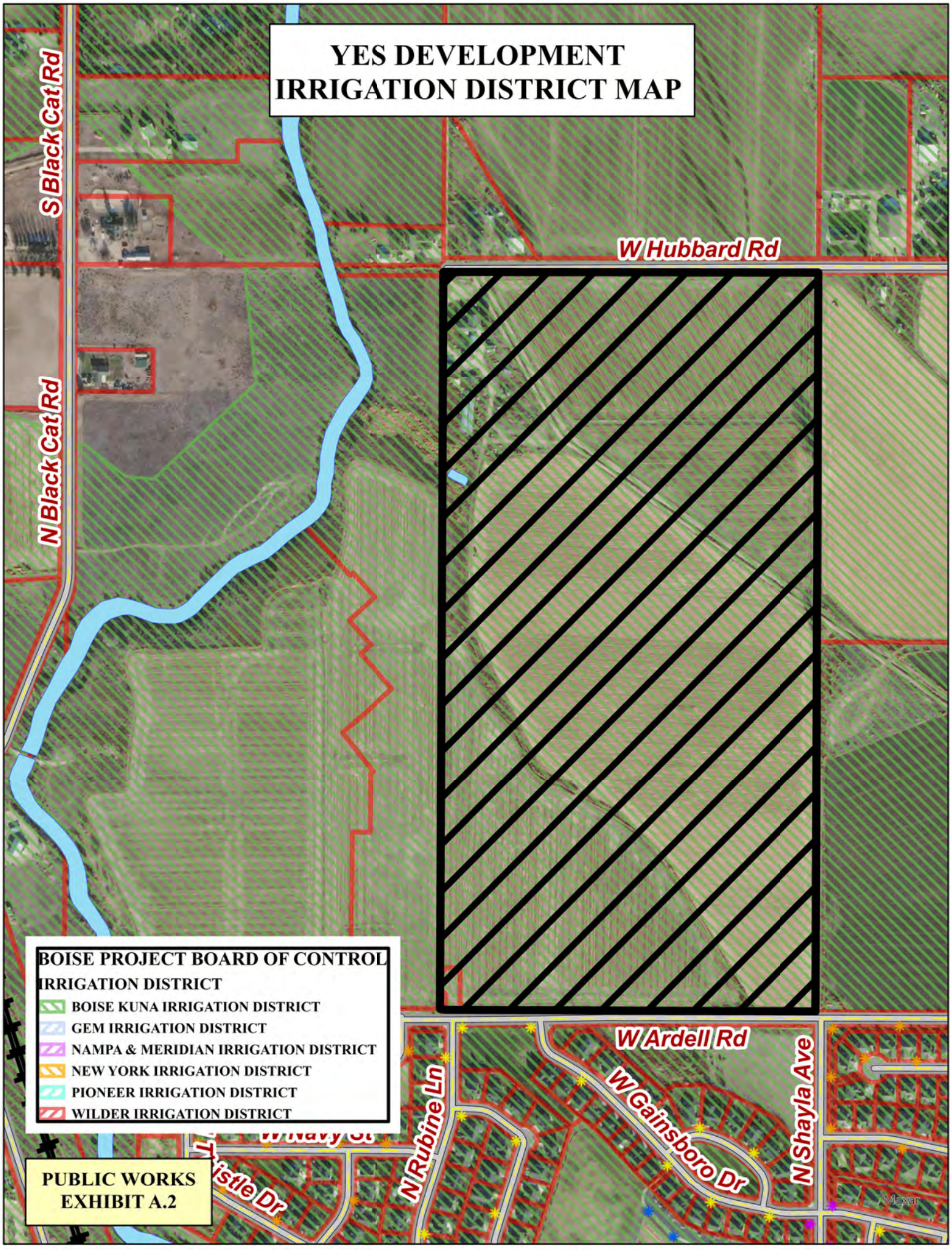
10.28 Developer/Owner/Applicant shall work with Neil Durrant, the neighboring property owner in addressing his concerns on traffic mitigation issues.

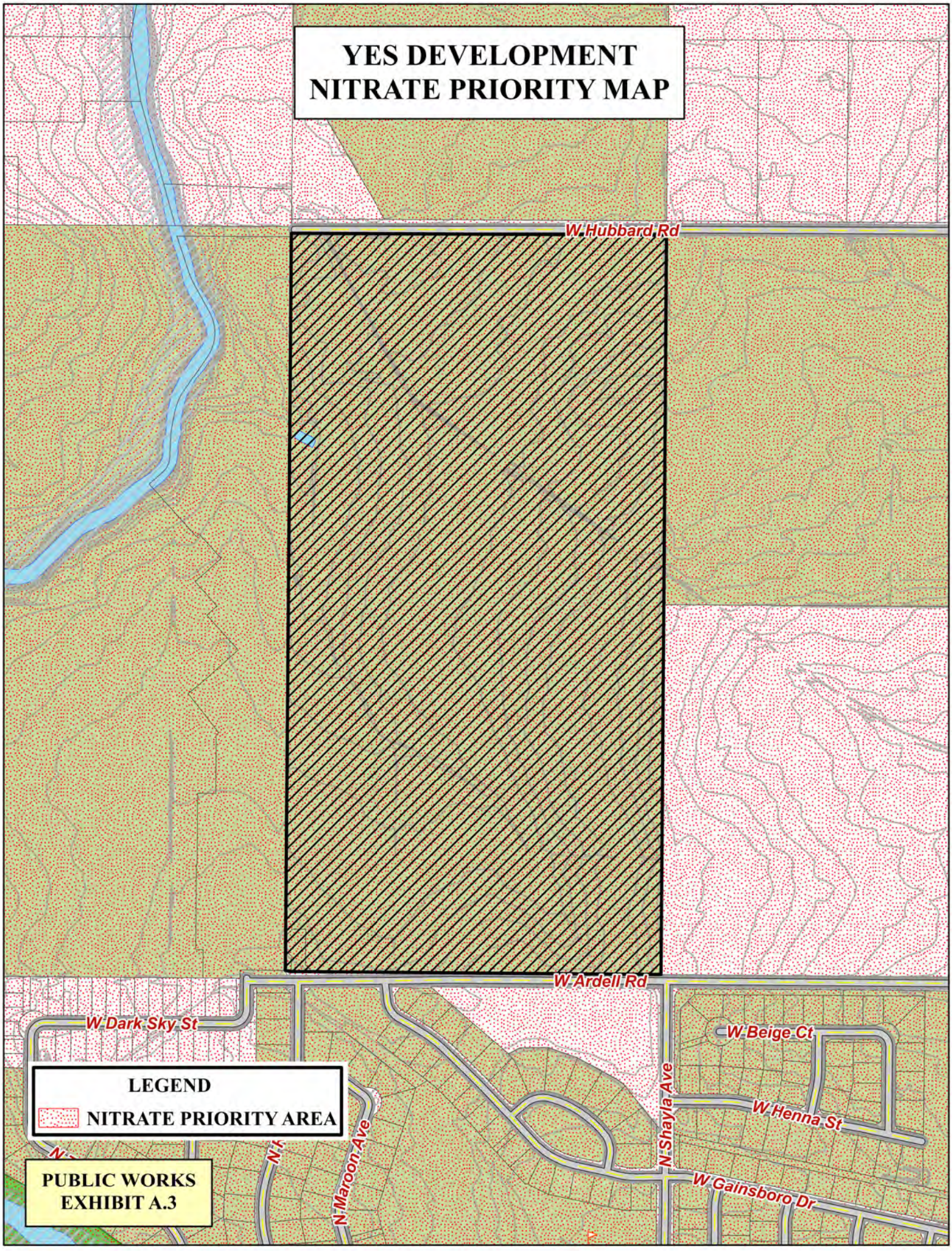
10.29 Developer/Owner/Applicant shall enter into a Development Agreement with the City and the developer to document each parties' obligations for a creative temporary sewer alternative.

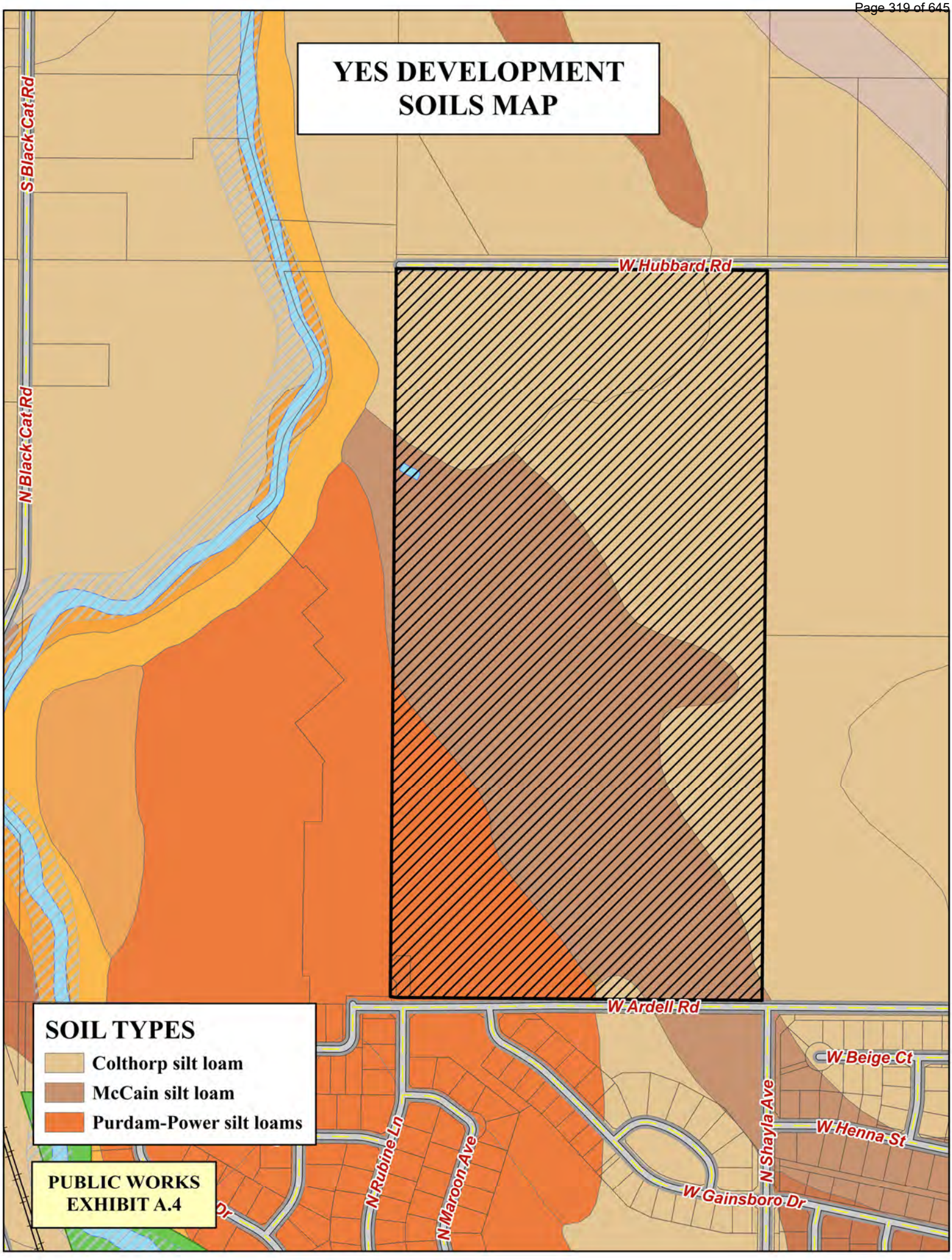
DATED this 7th day of December, 2021.

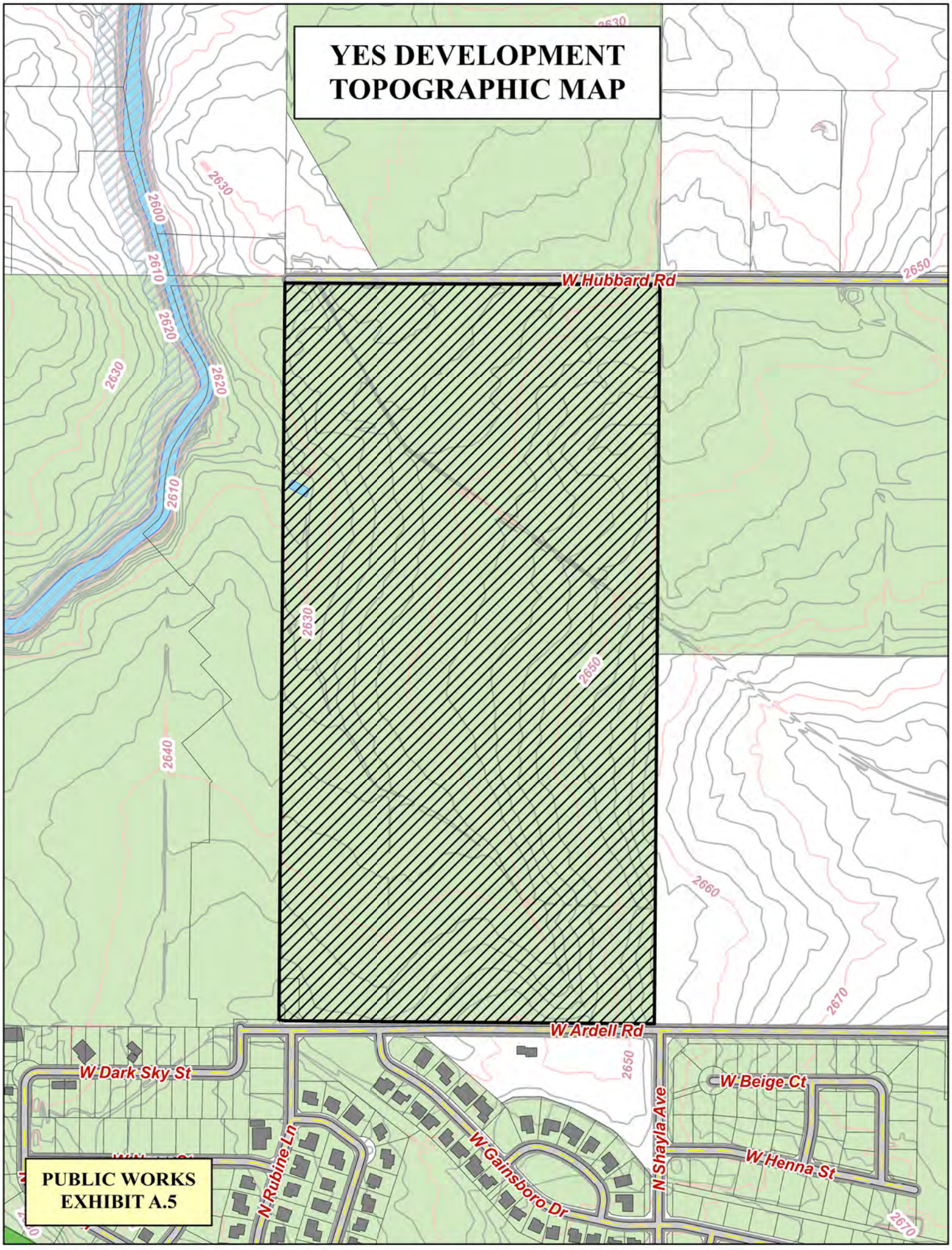

YES DEVELOPMENT
VICINITY MAP
S Black Cat Rd
S Romar Ln
W Hubbard Rd
N Greenhurst Rd
N Black Cat Rd
Teed Lateral
W Ardell Rd
W Navy St
W Henna St
W Gainsboro Dr
N McClure Ln
Indian Creek
W Cerulean Dr
N Thistle Dr
N Firebrick Dr
N Shayla Ave
N Rosedust Dr
W Crenshaw St
N Veridian Ave
N Blush Ave
W Midnight Dr
W Deer Flat Rd
Ramsey Lateral
W Balboa Dr
PUBLIC WORKS
EXHIBIT A

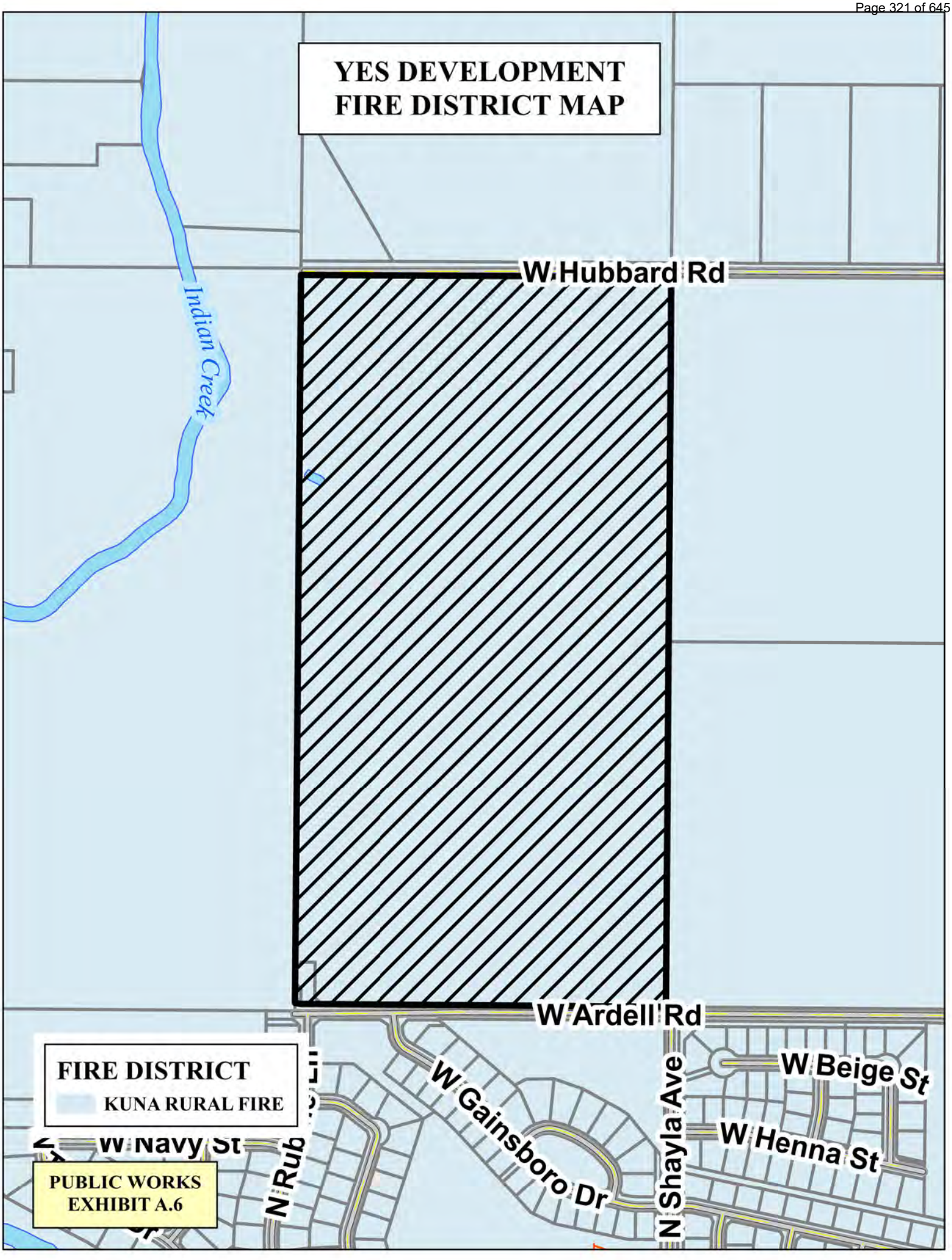

YES DEVELOPMENT
MASTER UTILITY PLAN
W Hubbard Rd
W Ardell Rd
W Navy St
N Rubine Ln
N Shayla Ave
W Henna St
W Gainsboro Dr
SEWER MANHOLES
DROP INLET
SEWER MANHOLE
SEWER PIPE
WATER PIPE
IRRIGATION PIPE
PUBLIC WORKS
EXHIBIT A.1

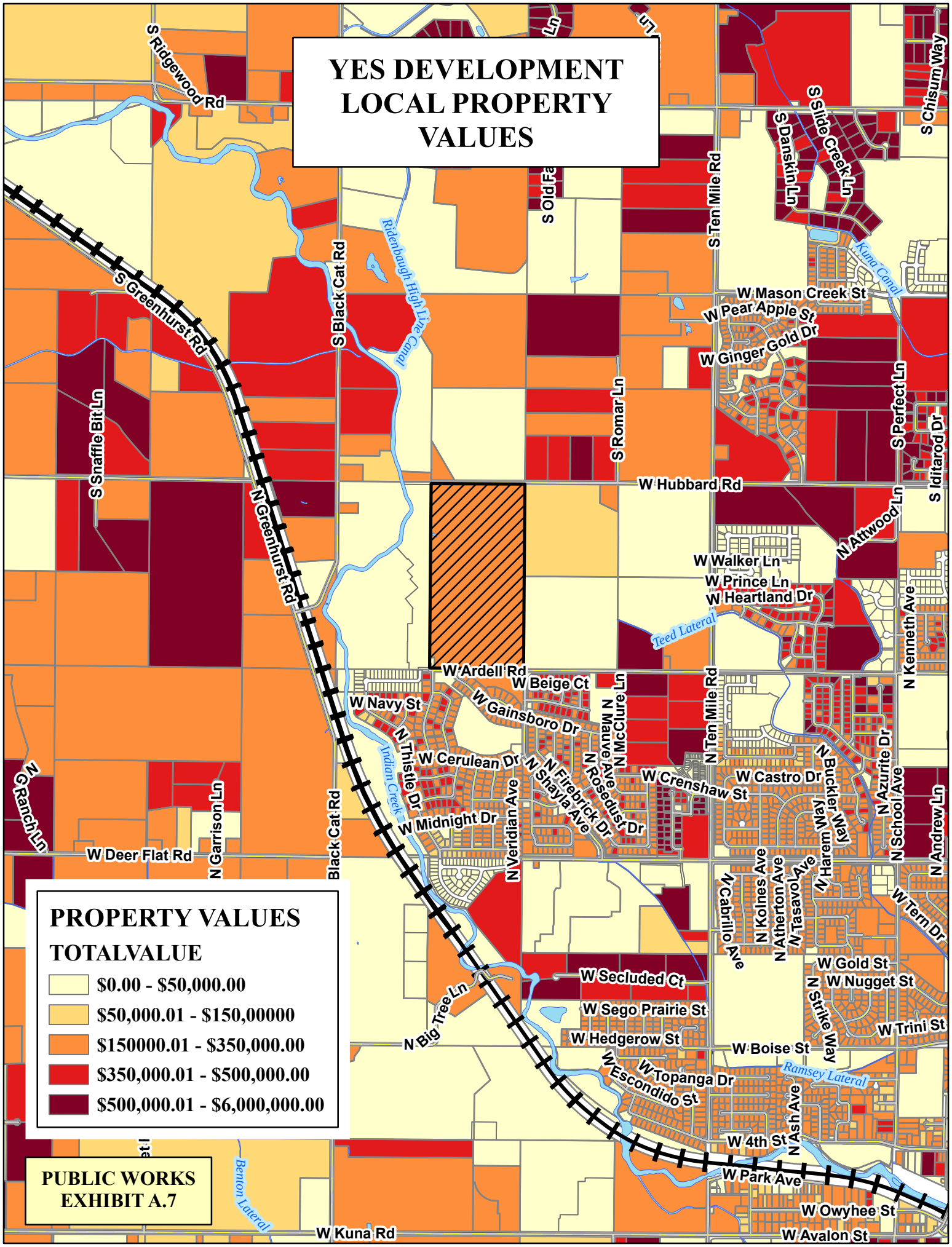

YES DEVELOPMENT
IRRIGATION DISTRICT MAP
S Black Cat Rd
N Black Cat Rd
W Hubbard Rd
W Ardell Rd
W Gainsboro Dr
N Shayla Ave
N Rubine Ln
Thistle Dr
BOISE PROJECT BOARD OF CONTROL
IRRIGATION DISTRICT
BOISE KUNA IRRIGATION DISTRICT
GEM IRRIGATION DISTRICT
NAMPA & MERIDIAN IRRIGATION DISTRICT
NEW YORK IRRIGATION DISTRICT
PIONEER IRRIGATION DISTRICT
WILDER IRRIGATION DISTRICT
PUBLIC WORKS
EXHIBIT A.2

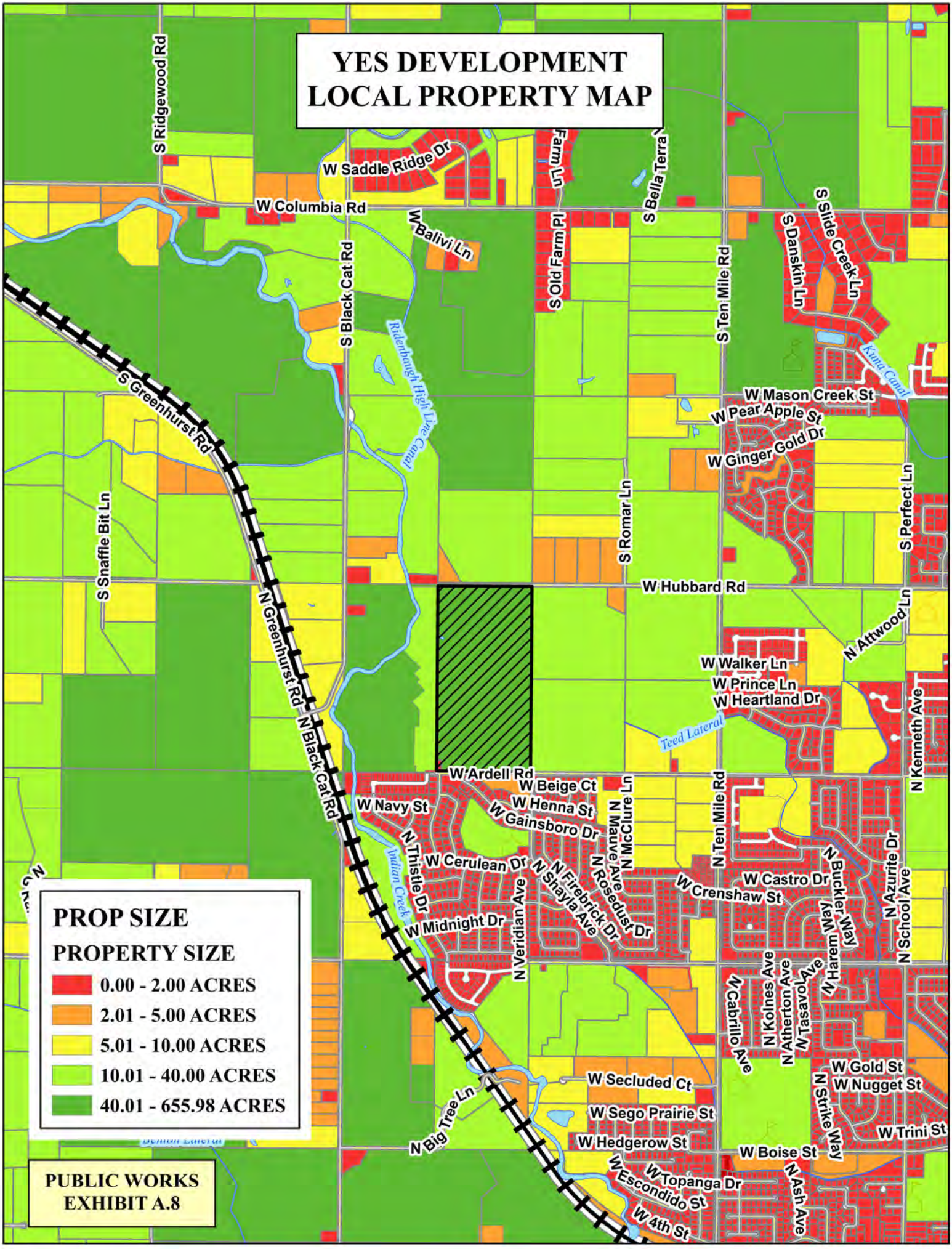

YES DEVELOPMENT
NITRATE PRIORITY MAP
W Hubbard Rd
W Ardell Rd
W Dark Sky St
W Beige Ct
W Henna St
N Shayla Ave
N Maroon Ave
W Gainsboro Dr
LEGEND
NITRATE PRIORITY AREA
PUBLIC WORKS
EXHIBIT A.3

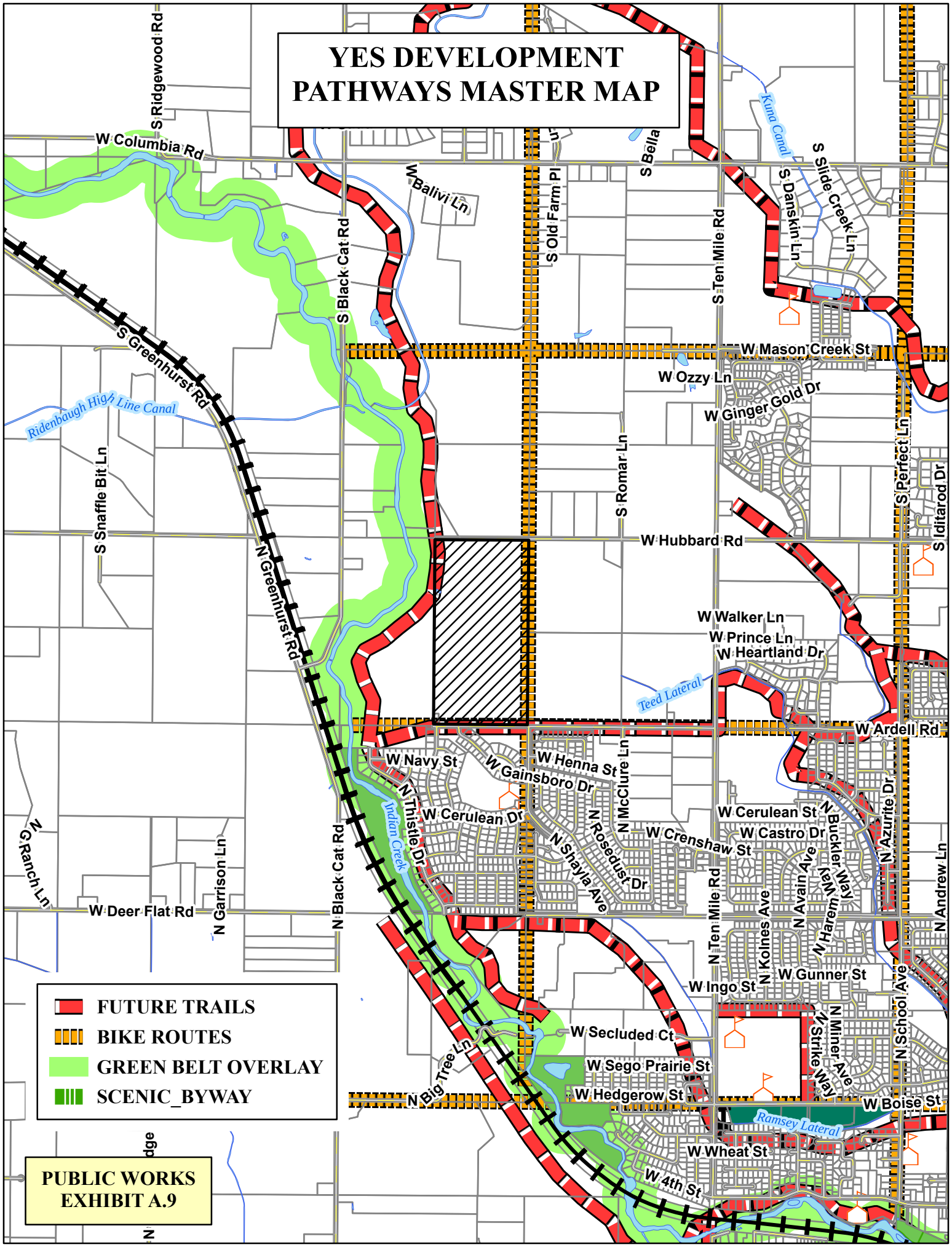

YES DEVELOPMENT
SOILS MAP
S Black Cat Rd
N Black Cat Rd
W Hubbard Rd
W Ardell Rd
W Beige Ct
W Henna St
W Gainsboro Dr
N Shayla Ave
N Rubine Ln
N Maroon Ave
SOIL TYPES
Colthorp silt loam
McCain silt loam
Purdam-Power silt loams
PUBLIC WORKS
EXHIBIT A.4

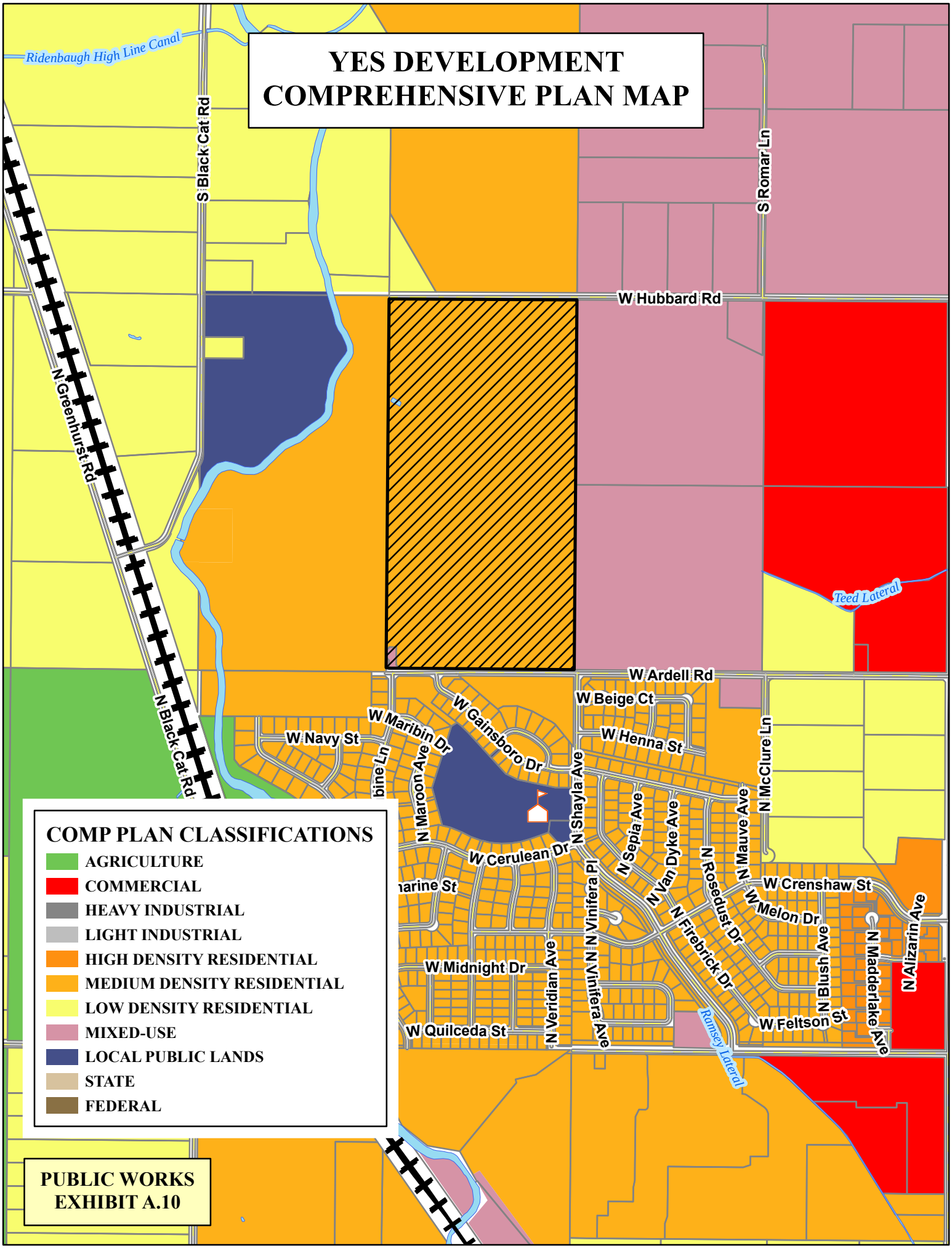

YES DEVELOPMENT
TOPOGRAPHIC MAP
W Hubbard Rd
W Ardell Rd
W Dark Sky St
W Beige Ct
W Henna St
W Gainsboro Dr
N Rubine Ln
N Shayla Ave
2630
2600
2610
2620
2640
2650
2660
2670
PUBLIC WORKS
EXHIBIT A.5

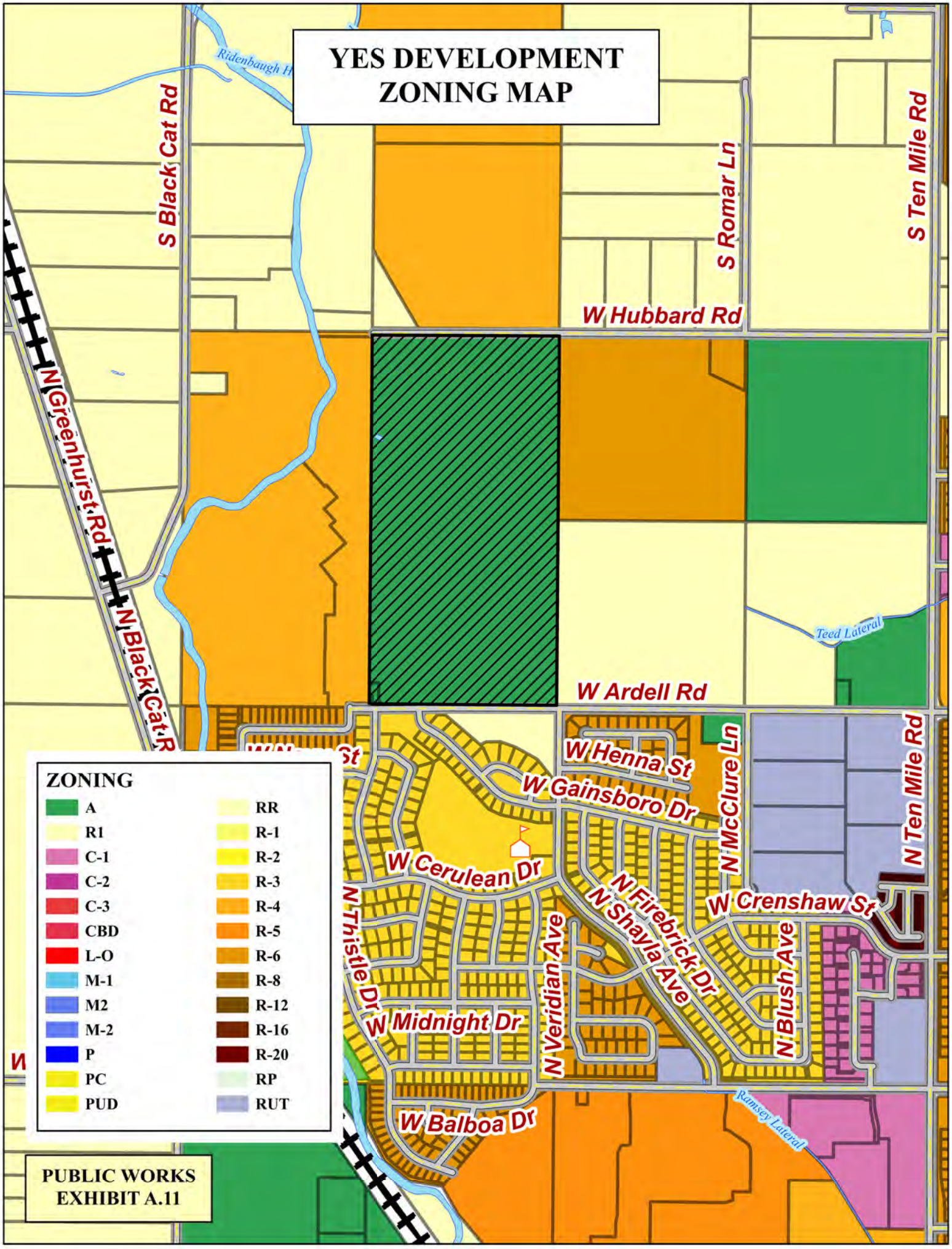

YES DEVELOPMENT
FIRE DISTRICT MAP
Indian Creek
W Hubbard Rd
W Ardell Rd
W Beige St
W Henna St
W Gainsboro Dr
N Shayla Ave
W Navy St
FIRE DISTRICT
KUNA RURAL FIRE
PUBLIC WORKS
EXHIBIT A.6


YES DEVELOPMENT
LOCAL PROPERTY
VALUES
S Ridgewood Rd
S Greenhurst Rd
S Black Cat Rd
Ridenbaugh High Line Canal
S Old Fa
S Ten Mile Rd
S Danskin Ln
S Slide Creek Ln
S Chisum Way
Kuna Canal
W Mason Creek St
W Pear Apple St
W Ginger Gold Dr
S Romar Ln
S Perfect Ln
S Iditarod Dr
S Snaffle Bit Ln
N Greenhurst Rd
W Hubbard Rd
N Attwood Ln
W Walker Ln
W Prince Ln
W Heartland Dr
Teed Lateral
N Kenneth Ave
W Ardell Rd
W Beige Ct
W Navy St
W Gainsboro Dr
N McClure Ln
N Ten Mile Rd
N Thistle Dr
W Cerulean Dr
N Shayla Ave
N Firebrick Dr
N Rosedust Dr
N Veridian Ave
Indian Creek
W Crenshaw St
W Castro Dr
N Buckler Way
N Azurite Dr
N School Ave
N Andrew Ln
N G Ranch Ln
W Deer Flat Rd
N Garrison Ln
Black Cat Rd
W Midnight Dr
N Warhawk Way
N Cabrillo Ave
N Kolnes Ave
N Atherton Ave
N Tasavo Ave
W Tern Dr
W Gold St
W Nugget St
W Secluded Ct
W Sego Prairie St
N Strike Way
W Trini St
N Big Tree Ln
W Hedgerow St
W Boise St
W Topanga Dr
W Escondido St
Ramsey Lateral
N Ash Ave
W 4th St
W Park Ave
W Owyhee St
W Avalon St
W Kuna Rd
Benton Lateral
PROPERTY VALUES
TOTALVALUE
$0.00 - $50,000.00
$50,000.01 - $150,00000
$150000.01 - $350,000.00
$350,000.01 - $500,000.00
$500,000.01 - $6,000,000.00
PUBLIC WORKS
EXHIBIT A.7


YES DEVELOPMENT
LOCAL PROPERTY MAP
S Ridgewood Rd
W Saddle Ridge Dr
W Columbia Rd
W Balivi Ln
S Black Cat Rd
S Old Farm Pl
S Bella Terra
S Ten Mile Rd
S Slide Creek Ln
S Dunskin Ln
Kuna Canal
Ridenbaugh High Line Canal
S Greenhurst Rd
W Mason Creek St
W Pear Apple St
W Ginger Gold Dr
S Perfect Ln
S Romar Ln
S Snaffle Bit Ln
W Hubbard Rd
N Attwood Ln
W Walker Ln
W Prince Ln
W Heartland Dr
N Kenneth Ave
Teed Lateral
N Greenhurst Rd
N Black Cat Rd
W Ardell Rd
W Beige Ct
W Navy St
W Henna St
W Gainsboro Dr
N McClure Ln
N Ten Mile Rd
N Thistle Dr
W Cerulean Dr
N Firebrick Dr
N Mauve Ave
N Rosedust Dr
N Shayla Ave
W Castro Dr
W Crenshaw St
N Buckler Way
N Azurite Dr
N School Ave
Indian Creek
W Midnight Dr
N Veridian Ave
N Kolnes Ave
N Atherton Ave
N Tasavol Ave
N Harum Way
W Cabrillo Ave
W Gold St
W Nugget St
W Secluded Ct
N Strike Way
W Trini St
N Big Tree Ln
W Sego Prairie St
W Hedgerow St
W Boise St
W Topanga Dr
W Escondido St
N Ash Ave
W 4th St
PROP SIZE
PROPERTY SIZE
0.00 - 2.00 ACRES
2.01 - 5.00 ACRES
5.01 - 10.00 ACRES
10.01 - 40.00 ACRES
40.01 - 655.98 ACRES
PUBLIC WORKS
EXHIBIT A.8


YES DEVELOPMENT
PATHWAYS MASTER MAP
S Ridgewood Rd
W Columbia Rd
W Balivi Ln
S Black Cat Rd
S Old Farm Pl
S Bella
Kuna Canal
S Ten Mile Rd
S Dunskin Ln
S Slide Creek Ln
S Greenhurst Rd
Ridenbaugh High Line Canal
W Mason Creek St
W Ozzy Ln
W Ginger Gold Dr
S Romar Ln
S Perfect Ln
S Iditarod Dr
S Snaffle Bit Ln
N Greenhurst Rd
W Hubbard Rd
W Walker Ln
W Prince Ln
W Heartland Dr
Teed Lateral
W Ardell Rd
W Navy St
W Gainsboro Dr
W Henna St
N McClure Ln
N Thistle Dr
W Cerulean Dr
Indian Creek
N Rosedust Dr
N Shayla Ave
W Cerulean St
W Crenshaw St
W Castro Dr
N Azurite Dr
N Buckler Way
N Avain Ave
N Ten Mile Rd
N Kolines Ave
N Andrew Ln
N G Ranch Ln
W Deer Flat Rd
N Garrison Ln
N Black Cat Rd
W Ingo St
W Gunner St
W Secluded Ct
N Big Tree Ln
W Sego Prairie St
W Hedgerow St
N Miner Ave
N Strike Way
N School Ave
W Boise St
Ramsey Lateral
W Wheat St
W 4th St
FUTURE TRAILS
BIKE ROUTES
GREEN BELT OVERLAY
SCENIC_BYWAY
PUBLIC WORKS
EXHIBIT A.9


YES DEVELOPMENT
COMPREHENSIVE PLAN MAP
Ridenbaugh High Line Canal
S Black Cat Rd
S Romar Ln
W Hubbard Rd
N Greenhurst Rd
N Black Cat Rd
Teed Lateral
W Ardell Rd
W Beige Ct
W Maribin Dr
W Gainsboro Dr
W Navy St
W Henna St
N Maroon Ave
N Shayla Ave
N McClure Ln
N Sepia Ave
N Van Dyke Ave
N Mauve Ave
W Cerulean Dr
W Crenshaw St
N Rosedust Dr
W Melon Dr
N Vinifera Pl
N Firebrick Dr
N Madderlake Ave
N Blush Ave
N Alizarin Ave
W Midnight Dr
N Veridian Ave
N Viniferа Ave
W Feltson St
W Quilceda St
Ramsey Lateral
COMP PLAN CLASSIFICATIONS
AGRICULTURE
COMMERCIAL
HEAVY INDUSTRIAL
LIGHT INDUSTRIAL
HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
MIXED-USE
LOCAL PUBLIC LANDS
STATE
FEDERAL
PUBLIC WORKS
EXHIBIT A.10


YES DEVELOPMENT
ZONING MAP
S Black Cat Rd
S Romar Ln
S Ten Mile Rd
W Hubbard Rd
N Greenhurst Rd
N Black Cat Rd
Teed Lateral
W Ardell Rd
W Henna St
W Gainsboro Dr
N McClure Ln
N Ten Mile Rd
W Cerulean Dr
N Thistle Dr
N Veridian Ave
N Shayla Ave
N Firebrick Dr
W Crenshaw St
N Blush Ave
W Midnight Dr
W Balboa Dr
Ramsey Lateral
ZONING
A
R1
C-1
C-2
C-3
CBD
L-O
M-1
M2
M-2
P
PC
PUD
RR
R-1
R-2
R-3
R-4
R-5
R-6
R-8
R-12
R-16
R-20
RP
RUT
PUBLIC WORKS
EXHIBIT A.11

BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF	)	**Case Nos. 21-04-ZC (Rezone)**
	)	**21-05-S (Preliminary Plat)**
	)	**21-12-DR (Design Review)**
YES DEVELOPMENT, LLC	)	
	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF RECOMMENDED APPROVAL OF REZONE AND PRELIMINARY PLAT APPLICATIONS, AND APPROVAL OF DESIGN REVIEW APPLICATION.**
For Rezone, Preliminary Plat and Design Review for the *Ewing Meadows Subdivision.*	)	

THESE MATTERS came before the Planning and Zoning Commission for Public Hearing on October 26, 2021, for receipt and consideration by the Planning and Zoning Commission of these recommended Findings of Fact, Conclusions of Law and Order of Decision for the above referenced applications. The Planning and Zoning Commission does now hereby make and set forth the Record of Proceedings, and these recommended Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report			X
2.1	Planning and Zoning Application Coversheet			X
2.2	Rezone Application			X
2.3	Preliminary Plat Application			X
2.15	Design Review Application			X

2.4	Narrative			X
2.5	Vicinity Map			X
2.6	Legal Description			X
2.27	Legal Description Updated			X
2.28	Legal Description Parcel S1315212403			X
2.29	Legal Description Parcel S1315214551			X
2.30	Legal Description Parcel S1315244600			X
2.7	Warranty Deed			X
2.8	Affidavit of Legal Interest			X
2.9	Neighborhood Meeting Certification			X
2.10	Subdivision Name Reservation			X
2.11	Preliminary Plat			X
2.32	Updated Preliminary Plat			X
2.12	Landscape Plan			X
2.36	Updated Landscape Plan			X
2.13	Lot Maintenance Agreement			X
2.14	Commitment to Property Posting			X
2.16	TIS Executive Summary			X
2.17	Agency Transmittal			X
2.18	Ada County Development Services			X
2.19	Central District Health Department			X
2.20	Boise Project Board of Control			X
2.21	Department of Environmental Quality			X
2.22	Nampa Meridian Irrigation District			X
2.23	COMPASS			X
2.24	City Engineer			X
2.31	City Engineer Updated Comments			X
2.37	Ada County Highway District			X
2.25	Planning and Zoning Commission Kuna Melba News			X
2.26	Planning and Zoning Commission Mailer			X
2.33	Kuna Melba News Planning and Zoning Commission Re-notice			X
2.34	Planning and Zoning Commission Mailer Re-notice			X
2.35	Planning and Zoning Commission Website Notice			X
2.36	Planning and Zoning Commission Proof of Property Posting			X
2.38	City Engineer Memo 10.26.2021			X

1.2 Hearings

1.2.1 Planning and Zoning Commission heard this on October 26, 2021. The FCO's have been requested to go to the Planning and Zoning Commission on November 9, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's October 26, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner II

1.3.1.2 Appearing for the Applicant:
Bonnie Layton

1.3.1.3 Appearing in Favor:
None.

1.3.1.4 Appearing Neutral:
David Reinhart, 711 E Porter, Kuna, ID 83634 - Testified
Tuck Ewing, 1500 N Eldorado, Boise, ID 83704 – Testified

1.3.1.5 Appearing Against:
Neil Durrant, 4000 W Hubbard Road, Kuna, ID 83634 – Testified

II
DECISION

WHEREUPON THE PLANNING AND ZONING COMMISSION being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING RECCOMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the October 26, 2021 hearing on the Rezone and Preliminary Plat for Ewing Meadows Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

Newspaper	*Date Published*
Kuna Melba Newspaper	October 6, 2021

3.1.2.2 Notice for the October 26, 2021 hearing containing the description of the property proposed to be developed, was mailed on October 6, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the October 26, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on October 15, 2021. A Proof of Property Posting was provided to staff on October 15, 2021.

3.2 Findings Regarding Rezone

3.2.1 The land for proposed Rezone is comprised of three parcels totaling approximately 80.75 acres. The parcels include the following:

Property Owner	Parcel Size:	Current Zone	Parcel Number
YES Development, LLC	77.738 acres	A – Agriculture	S1315212403
YES Development, LLC	0.211 acres	A – Agriculture	S1315244600
YES Development, LLC	0.031 acres	A – Agriculture	S1315214551

3.2.2 The landowner of the parcel at issue did not oppose rezoning.

3.2.3 The parcels are in Kuna City Limits and have a zoning district classification of Agriculture. The Comprehensive Plan Future Land Use Map (FLUM) identifies the subject properties as Medium Density Residential.

3.2.4 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	RR R-4	Rural Residential – Ada County Medium Density Residential – Kuna City
South	RR R-4	Rural Residential – Ada County Medium Density Residential – Kuna City
East	RR R-6	Rural Residential – Ada County Medium Density Residential – Kuna City
West	R-4	Medium Density Residential – Kuna City

3.3 Findings Regarding Preliminary Plat Application

3.3.1 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.3.2 The proposal is for a single Subdivision that would include 315 lots (294 residential lots, and 21 common lots).

3.3.3 The applicant requested the R-6 (Medium Density Residential) zoning district.

3.3.4 Per the Ada County Highway District (ACHD) report and the submitted Traffic Impact Study (TIS), the current roadway segments of Ten Mile Road between Ardell and Hubbard

Road and Ten Mile Road between Hubbard Road and Columbia Road will not meet minimum operational thresholds at the buildout of this development in their current configuration. Additionally, the intersections of Ten Mile Road and Columbia Road, Hubbard Road and Ten Mile Road, and Hubbard Road and Linder Road will not meet minimum operational thresholds with the buildout of this development in their current configuration. However, ACHD has listed mitigation improvements to be completed by certain lot counts throughout the development process. Once the mitigation improvements are completed, per the submitted TIS the surrounding roadways and intersections will be back to within an acceptable operational threshold. Staff will require the applicant to work with ACHD and the City to complete all required mitigation improvements to the surrounding roadways and intersections as detailed in the ACHD staff report.

3.3.5 Hubbard Road runs the northern frontage of the proposed subject site. Hubbard Road is listed as a minor arterial on the City of Kuna Master Street Map (MSM), and is currently improved with two (2) travel lanes, 24 feet of pavement and no curb, gutter or sidewalk abutting the site within 50 feet of right-of-way (ROW). The applicant will be required to construct Hubbard Road as half of a 46-foot street section with gravel shoulder and borrow ditch, eight (8) foot wide detached sidewalk and 20 to 30-foot landscape buffer in accordance with ACHD policy and Kuna City Code (KCC) standards. There are two (2) existing driveways on Hubbard Road, the applicant will be required to close the two existing driveways in accordance with ACHD Policy and KCC standards.

3.3.6 Ardell Road runs the southern frontage of the proposed subject site. Ardell Road is listed as a mid-mile collector on the MSM, and is currently improved with two (2) travel lanes, 24 feet of pavement and no curb, gutter or sidewalk abutting the site within 50 feet of right-of-way (ROW). The applicant will be required to construct Ardell Road as half of a 36-foot street section with vertical curb, gutter, four (4) to eight (8) foot wide irrigated planter strip, eight (8) foot wide detached sidewalk and 20-foot landscape buffer in accordance with ACHD policy and KCC standards.

3.3.7 The applicant proposes to construct an entirely new section of Shayla Avenue along the property's eastern frontage. Shayla Avenue is listed as a north south mid mile collector on the MSM. The applicant will be required to construct Shayla Avenue as half of a 36-foot street section with 12 additional feet of pavement widening, vertical curb, gutter, four (4) to eight (8) foot wide irrigated planter strip, eight (8) foot wide detached sidewalk and 20-foot landscape buffer in accordance with ACHD policy and KCC standards. The applicant should be required to coordinate the location of Shayla Avenue with the proposed development, Sabino's Rocky Ridge, to the north as ACHD will require the alignment of Shayla Avenue to align with Shayla Avenue on the north side of Hubbard Road.

3.3.8 The proposed development will construct internal local roads as 36-foot street sections with rolled curb and gutter, within 40 feet of ROW, with an eight (8) foot wide planter strip and 5-foot-wide detached sidewalk located outside of the right-of-way. The applicant shall be conditioned to provide a permanent ROW easement to two (2) feet behind back of sidewalk for any sidewalk placed outside of the dedicated ROW. The applicant shall be conditioned to measure all front building setbacks from back of sidewalk, not back of property line on all internal local roads. A number of internal local roads are proposed to be constructed at a length greater than 750 feet in length, the applicant should be required to work with ACHD to redesign the roadways to reduce length or include passive design elements. The applicant should be conditioned to submit a revised preliminary plat to ACHD showing the

redesigned roadways for review and approval prior to plan approval and ACHD's signature on the first final plat.

3.3.9 The project proposes to construct one local street, Malad Creek Street, to intersect the proposed collector, Shayla Avenue, located 1,250-feet north of Ardell Road ACHD recommends Malad Creek Street to be shifted south due to the proximity of the canal and its location near the property line splitting the two adjacent parcels to the east of the site (S1315120800 and S1315131200), to alleviate impacting the construction of the bridge when the adjacent parcel(s) develop; Staff supports this recommendation.

3.4 Testimony of the City Planner

3.4.1 **Conclusions**: The City Planner, in a staff report to the Planning and Zoning Commission dated October 26, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.4.1.1 The applicant held a neighborhood meeting with residents within 300 ft of the proposed project area on May 6, 2021: there was a total of seven (7) residents who attended the meeting. Neighborhood meeting minutes have been provided as a part of this application. The proposed application has been noticed to all property owners within 300 feet and published in the Kuna Melba News.

3.4.1.2 The properties are currently zoned A (Agriculture) within Kuna City Limits. The applicant is proposing to rezone approximately 80.75 acres to an R-6 (Medium Density Residential) zone and to subdivide the approximate 80.75 acres into 315 total lots (294 residential and 21 common).

3.4.1.3 13.21 acres, or *16.4%* of the project, is proposed to be open space, including all end caps, buffers, parks, and pathways. A total of 7.72 acres or, *9.5%* of the project, is considered useable open space as defined by KCC 5-1-6-2. Included in the useable open space are parks with grassy play areas, a tot lot, picnic tables and benches. Pathways are provided throughout the subdivision to provide pedestrian connectivity. KCC 5-17 requires developments with a range of 251-300 homes/dwelling units to devote *9.50%* of the development area to useable open space; staff views the proposed open space for Ewing Meadows to be in compliance with KCC.

3.4.1.4 The Ewing Meadows Subdivision application represents approximately 294 residential sewer connections. Per Exhibit 2.31 Public Works staff conditionally supports the Ewing Meadows Subdivision development with current design. The developer plans to design and construct a lift station in the northwest corner of the property. Public works recommends that the south portion of the development gravity into Crimson Point Lift Station. The remaining property should gravity into the future regional lift station to the north, which may eliminate the need for a lift station and temporary telemetry work with the Crimson Point Lift Station and force main. If the future northern regional lift station is not operational within Ewing Meadow Subdivision's time constraints, the developer may design a temporary lift station that will discharge to the force main currently used by the Crimson Point Lift Station. To avoid pumping conflicts, the developer may design telemetry to work with

the Crimson Point Lift Station and force main; the developer shall take financial responsibility of any required upgrades (such as SCADA or system) that may be needed to support their project. The developer shall also take responsibility of any and all consequences (including unintended) that occur as a result of their creative temporary sewer alternative. The developer shall disconnect from the Crimson Point force main and connect to the future regional lift station when it is online. It will be the responsibility of the developer to obtain all approvals and permits from affected agencies, including but not limited to IDEQ, ditch or canal companies, Central District Health (CDH), and ACHD for construction and decommissioning throughout the project. Public Works recommends a Development Agreement as a Condition of the zoning between the City and the developer to document each parties' obligations for the creative temporary sewer alternative. Planning and Zoning would agree with Public Works recommendation.

3.4.1.5 The installation of streetlights is a required public improvement listed under KCC 6-4-2. The applicant shall be required to work with staff in order to comply with KCC and install street lights a maximum spacing of 250 ft. The final location of street lights will be approved at the time of construction document review. Staff would note that these streetlights must be designed and installed according to "Dark Sky" standards.

3.4.1.6 A Design Review application for common area landscaping and open space was included as a part of the overall application. Staff will require the applicant to comply with KCC 5-5-5-F and install "see-through" fencing along all residential buildable lot property lines that abut pathways. Staff finds the proposed landscaping, buffers and common space to be in compliance with Kuna City Code. Additionally, staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and ACHD underground facilities. In the event that locations of landscaping are within the locations listed above, the landscaping in that area must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a final landscape inspection.

3.4.1.7 The developer, owner and/or applicant is hereby notified that this project is subject to design review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to signature on the final plat.

3.4.1.8 Staff has reviewed the proposed Preliminary Plat for technical compliance with KCC, the Rezone, Preliminary Plat and landscape plan comply with Title 5 and Title 6 of Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan, if the sewer infrastructure improvements recommended by the Public Works department are completed. The applicant will be required to work with Kuna's staff, ACHD, the Kuna Rural Fire District (KRFD), and any other applicable agencies, to ensure conformance to each agency's requirements. If the Planning and Zoning Commission recommends approval of Case Nos. 21-04-ZC (Rezone) and 21-05-S (Preliminary Plat), and approves Case No. 21-12-DR (Design Review) the applicant shall be subject to the

Conditions of Approval listed in section "3.4.2" of this document, as well as any additional Conditions requested by the Planning and Zoning Commission.

3.4.2 Staff Recommendations: As a result of the review, Planner II Doug Hanson, recommends if the Planning and Zoning Commission recommends approval of Case Nos. 21-04-ZC (Rezone) and 21-05-S (Preliminary Plat), and approves Case No. 21-12-DR (Design Review), the applicant be subject to the following Conditions of Approval:

3.4.2.1 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:

3.4.2.1.1 The City Engineer shall approve the sewer hook-ups.

3.4.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

3.4.2.1.3 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".

3.4.2.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.

3.4.2.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.4.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).

3.4.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

3.4.2.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.

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

3.4.2.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System (KMIS) of the City.

3.4.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform to all corresponding Master Plans.

3.4.2.6 Developer/owner/applicant shall be required to participate, as determined by the City Engineer, in the development of additional sewer capacity.

3.4.2.7 Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

3.4.2.8 Developer/owner/applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.

3.4.2.9 Developer/owner/applicant shall install a sign at the terminus of every proposed stub street stating the roads will continue in the future. Developer/owner/applicant shall obtain proper language from Ada County Highway District.

3.4.2.10 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

3.4.2.11 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

3.4.2.12 Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).

3.4.2.13 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three (3) days, or as the planting season permits, as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.

3.4.2.14 Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

3.4.2.15 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

3.4.2.16 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat.

3.4.2.17 Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.

3.4.2.18 Home construction shall not commence during the City quiet hours of 11:00 pm to 7:00 am.

3.4.2.19 All weeds, grass, vines or other growth which endanger property or are liable to be fired, or weeds over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed.

3.4.2.20 The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.

3.4.2.21 Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.

3.4.2.22 Developer/owner/applicant shall comply with all local, state and federal laws.

3.4.2.23 Developer/owner/applicant shall not request Final Plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Crimson Point Lift Station, future regional lift station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.

3.4.2.24 In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC 6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.

3.4.2.25 Developer/owner/applicant shall provide a permanent right-of-way easement to two (2) feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

3.4.2.26 Developer/owner/applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.

3.4.2.27 Developer/owner/applicant shall submit a revised Preliminary Plat to ACHD showing redesigned roadways for internal local roads greater than 750 feet in length, for review and approval prior to plan approval and ACHD's signature on the first Final Plat.

3.4.2.28 Developer/owner/applicant shall work with Neil Durant, the neighboring property owner in addressing his concerns on traffic mitigation issues.

3.4.2.29 Developer/owner/applicant shall enter into a Development Agreement with the City and the developer to document each parties' obligations for a creative temporary sewer alternative.

3.5 Other Testimony

3.5.1 10/26/2021 Public Hearing – Bonnie Layton, NV5, testified about the specifics of the project including: open space and amenities, conversations that have been had with the Kuna School District, and the willingness to work with ACHD on the roadway improvements and traffic mitigation strategies outlined in ACHD's staff report and the Traffic Impact Study.

3.5.2 10/26/2021 Public Hearing – David Reinhart, testified about the number of students a development of this size would generate. He explained that Kuna School District would be working with developers for collecting voluntary support fees moving forward and the applicant has agreed to participate.

3.5.3 10/26/2021 Public Hearing – Neil Durrant, stated that he had issues with none of the changes he suggested during the Neighborhood Meeting being reflected on the Preliminary Plat. The placement of the proposed mid-mile collector Shayla Avenue in relation to his driveway created concern for him in his ability to move his farm equipment. Mr. Durrant also took issue with the placement of the signs used for the property posting.

3.5.4 10/26/2021 Public Hearing – Tuck Ewing, addressed Mr. Durrant's issues with the property posting signs, questioning if this was a matter that Mr. Durrant wanted to delay the application process for.

3.5.5 10/26/2021 Public Hearing – Bonnie Layton, NV5, rebutted that she used the same sign company that they have used for a number of previous applications and to her knowledge all signs were posted correctly. She expressed her willingness to work with Mr. Durrant moving forward in order to alleviate his concerns with the project. She agreed to all Conditions within the staff report.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE PLANNING AND ZONING COMMISSION

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the Planning and Zoning Commission to hear this matter as provided in Idaho Code §50-13 & 67-65, and Kuna City Code 1-14-3.

4.3 The Kuna Planning and Zoning Commission has the exclusive general supervisory authority over recommendation of all plat approvals and certification under their jurisdiction as provided in Idaho Code §50-1308.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR REZONE

5.1 The City of Kuna has authority to Rezone lands within its boundaries pursuant to I.C. §67-6511.

5.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Rezones are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

5.3 The Rezone, proposed by the Rezone Application in Case No. 21-04-ZC, would comply with the Comprehensive Plan.

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

6.1 The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65.

6.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

6.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §§ 50-13 & 67-65 and Article 12, section 2.

VII
ORDER OF RECCOMENDING APPROVAL OF APPLICATIONS FOR REZONE AND PRELIMINARY PLAT

The Kuna Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

7.1 That the Rezone application (Case No. 21-04-ZC) is recommended approval.

7.2 That the Preliminary Plat application (Case No. 21-05-S) is recommended approval.

VIII
ORDER OF APPROVAL OF APPLICATION FOR DESIGN REVIEW

The Kuna Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY APPROVE:

8.1 That the Design Review application (Case No. 21-12-DR) is hereby approved.

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 9th day of November, 2021.

Lee Young, Chairman

CITY OF KUNA

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

SIGN-UP SHEET

October 26, 2021 – Planning and Zoning Commission Public Hearing

Case Name: Ewing Meadows Subdivision

Case No: 21-04-ZC (Rezone), 21-05-S (Subdivision) and 21-12-DR (Design Review)

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

IN FAVOR	NEUTRAL	IN OPPOSITION
☐ Testify ☐ Not Testify	☒ Testify ☐ Not Testify	☒ Testify ☐ Not Testify
Print Name	DAVID REINHART	Neil Durrant
Print Address	711 E PORTER	4000 W. Hubbard Rd
City State, Zip	KUNA ID 83634	Kuna ID 83634
☐ Testify ☐ Not Testify	☒ Testify ☒ Not Testify	☐ Testify ☐ Not Testify
Print Name	Luck Ewing	Print Name
Print Address	1300 N. Eldorado	Print Address
City State, Zip	Boise ID 83704	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip

OFFICIALS
Lee Young, Chairman
Dana Hennis, Vice Chairman
Stephen Damron, Commissioner
Cathy Gealy, Commissioner
Tyson Garten, Commissioner

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

Planning & Zoning Commission Meeting
MINUTES
Tuesday October 26, 2021

6:00 PM REGULAR MEETING

For questions, please call the Kuna Planning and Zoning Department at (208) 922-5274.

1. *CALL TO ORDER & ROLL CALL:*

(Timestamp 00:01:22)
COMMISSION MEMBERS PRESENT:
Chairman Lee Young – Absent
Vice Chairman Dana Hennis – In Person
Commissioner Cathy Gealy – Absent
Commissioner Stephen Damron – In Person
Commissioner Tyson Garten – In Person

CITY STAFF PRESENT:
Bill Gigray, City Attorney – Via Zoom
Jace Hellman, Planning & Zoning Director – Via Zoom
Doug Hanson, Planner II – In Person
Jessica Reid, Planning Services Specialist – In Person

2. *CONSENT AGENDA:* ALL OF THE ITEMS LISTED ARE ACTION ITEMS

All items listed under the Consent Agenda are considered to be routine and are acted on with one (1) Motion by the Commission. There will be no separate discussion on these items unless the Chairman, Commissioner, 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 Commission.

1. Regular Planning and Zoning Commission Meeting Minutes Dated October 12, 2021

2. Findings of Fact & Conclusions of Law
   1. Case No. 21-03-CPF Arbor Ridge Villas

(Timestamp 00:01:40)
Motion To: Approve Consent Agenda.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

(Timestamp 00:01:48)
City Attorney Bill Gigray suggested that as the Chairman was not present, the Commission add to the Motion the Vice Chairman may sign the Consent Agenda items in his stead. Vice Chairman Hennis thanked Mr. Gigray.

(Timestamp 00:02:24)
Motion To: Approve Consent Agenda and permit the Vice Chairman to sign the items due to the Chairman's absence.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

3. *PUBLIC HEARINGS:* ALL OF THE ITEMS LISTED ARE ACTION ITEMS

(Timestamp 00:02:48)

A. *Tabled from October 12, 2021* Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision – Doug Hanson, Planner II

A Team Land Consultants on behalf of Merlin pointe, LLC, requests planned unit development approval for an approximately 7.04 (6.61 developable) acre site, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts and to subdivide the property into 66 total lots (54 residential, 6 common, and 6 commercial). The subject site is located at 115 N Sailer Avenue, Kuna, ID 83634, within Section 24, Township 2 North, Range 1 West; (APNs: R5672430020, R5672430040, R5672430060).

(Timestamp 00:03:19)
Planner II Doug Hanson presented an overview of the project and notified the Commission that he had received word from Ada County Highway District (ACHD) that morning in regards to them making updates to their Staff Report as the road layout for this project had been amended per their direction. Mr. Hanson stated he would leave the decision to the Commission on whether to make a recommendation to City Council after the Public Hearing or to table the Case to a date certain pending their review of the amended ACHD Staff Report; he then stood for questions.

(Timestamp 00:05:02)
Commissioner Damron asked if ACHD had provided a timeline of when they anticipated to have the revised Staff Report complete. Mr. Hanson answered they had estimated two (2) weeks at the latest.

(Timestamp 00:05:20)
Vice Chairman Hennis asked Mr. Hanson what the proposed density was for the residential aspect of the project. Mr. Hanson stated the Net Density was 13.27 Dwelling Units Per Acre (DUA); Vice Chairman thanked Mr. Hanson.

(Timestamp 00:06:20)
Commissioner Damron expressed his preference to wait for the revised ACHD report prior to making a recommendation so as to have a complete overview of the project; Commissioner Garten agreed.

(Timestamp 00:06:47)
Vice Chairman Hennis was concerned with the fact the Public Hearing had previously been and stated he would like to receive testimony from those in attendance; Commissioner Damron agreed.

(Timestamp 00:08:20)
Steve Arnold of A Team Land Consultants provided additional information regarding the revised ACHD Staff Report and that he and the Developer agreed with their comments which they had been provided via email. Mr. Arnold expressed he would like to succeed some of his allotted time to the project Builder as there had been previous discussion and submitted testimony from the current residents of Merlin Pointe, regarding issues they had faced in their homes constructed by the same Builder. Mr. Arnold continued by showing a slideshow of the updated Preliminary Plat where the residential lot counts had been reduced and the commercial lots increased; he also commented he had calculated a Net Density of 7.6 DUA based on the revised Preliminary Plat. Mr. Arnold continued, stating there was 27% open space within the project and there were several building themes; the units along the public street, Cottage and Merlin Avenue were rear-loaded residences. He explained the craftsman style of Phase 1 of Merlin Cottages would continue into this Phase & the dwelling would range from 1,500 to 1,800 SF. Mr. Arnold explained the amenities of walking paths, green space and gazebos. He touched on the concern of existing residents that the proposed residences would be rentals, however, that was not the case and would be a for sale product. Additionally, he addressed the decrease in traffic as the project no longer incorporated the original box-store that was under contract in the past, and the proposed project reduced in lot count. An HOA would be put in place and would be responsible for maintaining common areas.

(Timestamp 00:14:15)
Commissioner Damron asked if it would be the same HOA. Mr. Arnold answered there would be two separate HOA's.

(Timestamp 00:14:24)
Mr. Arnold continued addressing the traffic, stating only 15% of the originally projected traffic would be generated by this project. He also addressed the issues they experience with their original landscaper and how they had remedied that issue and were continuing to address the remaining items. In summary, Mr. Arnold agreed with all staff and agency recommendations; reduced their original proposed density; and were providing a mix of housing types. He then stood for questions.

(Timestamp 00:17:00)
Commissioner Damron asked if the builder on the first Phase was the same for this one. Mr. Arnold stated that was correct and made a few comments on the interior finishes.

(Timestamp 00:17:20)
Vice Chairman Hennis questioned if the updated Preliminary Plat was in the packet. Mr. Hennis addressed Mr. Arnolds statement that the project followed Kuna City Code but was requesting

variance in the lot coverage and setbacks. Mr. Arnold explained that it was permitted by the Planned Unit Development (PUD) barring certain other items were done.

(Timestamp 00:18:32)
Mr. Hanson made a point of clarification and pointed out Exhibit 2.58 was the updated 54 lot Preliminary Plat and was title "Updated Preliminary Plat" in the packet. He then explained the overall density of the project was 9.02 but when looking at only the residential portion, the Net Density did total 13.27 DUA; he also explained Applicants are allowed up to a 15% increase in the underlying zoning density with a PUD. The Commission thanked Mr. Hanson.

(Timestamp 00:19:18)
Commissioner Damron asked if the 1,500 to 1,800 sf included the garages. Mr. Arnold said it did not, it was the living space only.

(Timestamp 00:19:42)
There were no other questions from the Commission and Mr. Arnold left the podium. Planning Services Specialist notified the Commission there was one minute and 28 seconds left of the Applicants allotted time for the Builder to use in addressing the Commission.

(Timestamp 00:20:03)
Greg Hathaway of Hathaway Homes (Builder) addressed the Commission and touched on the issues raised in written testimony submitted by residents of Phase 1. He said he did not like individuals to feel like work was inadequate and they stood by their warranty, however, there were additional issues with the grade they could not take care of; specifically, the amount of water applied after individuals had taken residence. Mr. Hathaway explained French drains had been installed to address water runoff issues. He also stated as grass seed had not taken originally, they had provided sod as a replacement in efforts to be fair. He also explained that as the project continued on, landscaping was not provided in the yards, therefore they did not add additional topsoil, it was up to the homeowner and stated that was common practice among development(s) throughout the area. In conclusion, Mr. Hathaway stated they make an effort to address issues reported by homeowners as soon as possible and schedule with homeowners for times that were convenient for them to perform repairs. Mr. Hathaway then stood for questions.

(Timestamp 00:21:59)
Vice Chairman Hennis asked if it was within the contract for homeowners to receive the backyards with additional topsoil or if that was dependent on the Phase. Mr. Hathaway stated it was dependent on the Phase; when it was a part, up to four (4) inches of topsoil was provided and it was graded to maintain the required grade. Vice Chairman thanked Mr. Hathaway and as there were no other questions, Mr. Hathaway left the podium.

(Timestamp 00:22:45)
Vice Chairman Hennis opened the Public Hearing.

Support:
1. Steve Arnold, A Team Land Consultants, 1785 Whisper Cove, Boise, ID, 83709 – Applicant, Testify
2. Greg Hathaway, Hathaway Homes, 6770 Elm Lane, Nampa, ID, 83687 – Builder, Testify
3. Bob Hathaway, Hathaway Homes, 10988 Quail Cove, Nampa, ID, 83687 – Builder, Not Testify

Neutral:

1. David Reinhart, Kuna Joint School District No. 3, 711 E Porter, Kuna, ID, 83634 – Testify
2. Lonna Kowalski, 1110 E Folgado, Kuna, ID, 83634 – Not Testify
3. Kathleen Thomason, 308 N Bay Haven, Kuna, ID, 83634 - Testify

Against:

1. Lon Morgan, 1033 E Seraphina, Kuna, ID, 83634 – Neighborhood Representative, Testify
2. Roger Tofslie, 233 N Sailer Avenue, Kuna, ID, 83634 – Not Testify
3. Joanne Tofslie, 233 N Sailer Avenue, Kuna, ID, 83634 – Not Testify
4. Mia Riegel, 313 N Sailer Avenue, Kuna, ID, 83634 – Not Testify
5. Donna Gerhart, 1144 E Seraphina, Kuna, ID, 83634 – Not Testify
6. Dick Gerhart, 1144 E Seraphina, Kuna, ID, 83634 – Not Testify
7. Shelly Kamps, 2967 N Sailer Avenue, Kuna, ID, 83634 – Not Testify
8. Tami Morgan, 1088 E Seraphina, Kuna, ID, 83634 – Not Testify
9. Roger Tofslie, 233 N Sailer Avenue, Kuna, ID, 83634 – Not Testify
10. Charlotte Busbee, 364 N Bay Haven Avenue, Kuna, ID, 83634 – Not Testify
11. Jim Kowalski, 1110 E Folgado, Kuna, ID, 83634 – Not Testify

(Timestamp 00:23:18)
David Reinhart explained no one project causes adverse effects to the School District (KSD) but all projects combined, that is why KSD was taking a new approach and requesting partnerships with Developers in which they provide land and/or voluntary impact fees. KSD had not yet discussed this with the Developer but would be reaching out.

(Timestamp 00:25:05)
Lon Morgan, speaking as a Neighborhood Representative, thanked the Commission for the opportunity to testify and for the information provided by the Applicant. He listed concerns regarding property values; traffic; home style and class. Mr. Morgan wished the Developer to mirror the existing home product and curb appeal. He expressed serious concerns with the amount of traffic coming around the "Kuna Curve" and how difficult it was to merge into the traffic that already existed; he questioned if turn lanes could be provided. Mr. Morgan discussed how Kuna was a very young City when it came to its residents median age and felt that due to this, the possible buyers attracted to the project would be first-time homebuyers. Mr. Morgan proposed some possible alternatives: mirror the existing home style in the new Phase; and possibly developing a City Park. Mr. Morgan thanked the Commission for their time.

(Timestamp 00:39:40)
Kathleen Thomason expressed her disagreement with her neighbors' opinions and how they had become upset when they were notified of the proposed continued development. Ms. Thomason stated she was made aware of the future development of the surrounding property when she purchased her home. She also expressed her opinion that the proposed homes that would not have yards would actually attract "older folks" as it was less to take care of.

(Timestamp 00:41:18)
In rebuttal, Mr. Arnold was flattered the existing residents cared so much for the neighborhood that they were trying to protect its future; he continued by assuring the existing residents that the next Phases would be even better than the first. He touched on feedback received that less landscaping be provided and instead an HOA maintained common area. Mr. Arnold stated he had

stressed to the realtor that marketed the first part of the project, that buyers were made aware that additional development was coming. Mr. Arnold reiterated that the original traffic study was performed with a big-box store in mind and by creating single-family development instead, it actually reduced the originally projected traffic. He then stood for any additional questions from the Commission.

(Timestamp 00:45:15)
Vice Chairman Hennis addressed public testimony regarding deceleration/turn lanes for the development and asked if there were any plans for that. Mr. Arnold stated that in their original discussions with Ada County Highway District (ACHD) regarding the development of the properties, they had requested a turn lane, however they would not allow it. Vice Chairman Hennis also pointed out that the Idaho Transportation Department (ITD) controlled Meridian Road to about Walgreens, that is why they were differentiating between the two agencies (ACHD & ITD); he explained the public may not know that information. Mr. Arnold took the opportunity to point out that ITD was intending to reduce the speed limit at the Kuna Curve down to 35, and reducing down from there for the following speed zones, to help with deceleration of speed. There were no further questions from the Commission.

(Timestamp 00:47:15)
Vice Chairman Hennis asked the Commission their thoughts on continuing the Public Hearing until the revised ACHD staff report was received. Commissioner Damron said he agreed with waiting as he was concerned with the traffic; since there could not be a deceleration lane, could there be a light. Vice Chairman Hennis stated he was not aware of a light planned at that location and hadn't seen any information from ACHD or ITD.

(Timestamp 00:49:52)
City Attorney Bill Gigray provided comment for consideration by the Commission explaining the hearing could be recessed and reconvened at the following meeting. He also suggested getting comments from not just ACHD but ITD as well; that would clear up which parts of the road are primary and secondary jurisdiction. Vice Chairman Hennis thanked Mr. Gigray and asked Mr. Hanson if comments had been received from ITD; there were none. Vice Chairman Hennis then asked if the information had been sent to ITD and Mr. Hanson confirmed the information had been provided along with the agency transmittal request for comments. Vice Chairman Hennis was surprised ITD did not provide comments and Commissioner Damron was curious if ITD had seen the traffic study like ACHD had. Mr. Hanson explained the Traffic Impact Study (TIS) was performed five (5) years prior when the project as a whole was presented for approvals; Vice Chairman Hennis pointed out that Mr. Arnolds comments on traffic reduction seemed appropriate as the original TIS included the big-box store, however, he still wanted additional information.

(Timestamp 00:54:35)
Mr. Gigray suggested asking the Applicant what negotiations and/or permits they may have received from ACHD or ITD since access permits are required to access the roadways. Mr. Arnold stated the access was fully under ITD and they had in fact submitted their TIS to both ITD and ACHD; ITD reviewed the impacts to their rights-of-way and ACHD reviewed the projected traffic on internal streets. Mr. Arnold guessed that since there was a reduction in traffic with the new proposed Phase, they did not deem it necessary to comment. He also pointed out there was a possible traffic light at Kay and Avalon, and there were plans to change the layout of the

Meridian Road and Kuna Road intersection, so an additional light at N Sailer and Avalon most likely would not be approved.

(Timestamp 00:59:50)
The Commission continued to discuss their desire for additional comments, Vice Chairman Hennis deferred to Mr. Hanson. Mr. Hanson stated there had been a request for comments from ITD on the original plat and the revised plat but none had been provided, however, he asked the Commission if they would like him to request specific comments regarding decelerations lanes or other specifics, before the next meeting. Commissioner Damron then asked if there was a light planned; Mr. Hanson explained a signalized intersection at Kay and Avalon was the City's number one line-item request from ACHD. Commissioner Damron requested Mr. Hanson to follow up with ITD on a possible traffic light.

(Timestamp 01:02:32)
Motion To: Recess Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat) & 20-05-SUP (Special Use Permit) for Merlin Cottages Subdivision until November 9, 2021, pending additional comments from the Idaho Transportation Department.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

(Timestamp 01:04:08)
Motion To: Recess the meeting for few minutes to allow the individuals present for the previous hearing to vacate Chambers if they wished to.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

(Timestamp 01:12:18)
Motion To: Reconvene the meeting.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

(Timestamp 01:12:25)
B. *Tabled from September 28, 2021* Case Nos. 21-04-ZC (Rezone), 21-05-S (Preliminary Plat) & 21-12-DR (Design Review) for Ewing Meadows Subdivision – Doug Hanson, Planner II

Sterling Land Development Inc requests a rezone for approximately 80.715 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests

preliminary plat approval in order to subdivide the approx. 80.715 acres into 319 total lots (298 buildable lots, 21 common lots). The site is located in Section 15, Township 2 north, Range 1 West (APN: S1315212403, S13155214551, S1315244600).

(Timestamp 01:12:41)
Planner II Doug Hanson presented an overview of the proposed project. Mr. Hanson notified the Commission it had been requested for the Applicant/Developer enter into a Development Agreement (DA) with the city, for any possible creative sewer solutions they may develop. He then stood for questions.

(Timestamp 01:14:10)
Vice Chairman Hennis asked if a DA had been presented yet; Mr. Hanson answered there was not as of yet. There were no other questions from the Commission.

(Timestamp 01:14:25)
Bonnie Layton thanked the Commission for their time and presented an overview of the proposed project. She informed the Commission of the project location and that Shayla Avenue would provide the connection through the development from Ardell to Hubbard. Ms. Layton explained the subject site had been Annexed into the city in 2006 with a zoning designation of Agriculture and they were requesting Medium Density Residential. She explained their project and others were working together to create a sewer serviceability solution with Public Works, such as a temporary lift station. Mrs. Layton discussed the sites topography and how the project had been designed with that it mind. She stated the project Net Density was 4.9 Dwelling Units Per Acre (DUA) with lots sizes ranging from 50 – 60+ feet wide in order to accommodate various floor plans. Ms. Layton talked about the proposed pathways and open spaces throughout the development, and how they were a great amenity for residents. She addressed the revisions requested in the ACHD Staff Report and stated they agreed with them and would be making those changes. She also explained they had been in contact with Kuna Joint School District No. 3 and were developing that partnership; she then stood for questions.

(Timestamp 01:25:24)
Commissioner Damron referenced Lots 6, 7, 9 and 10 and asked if they would be a green pathway; Ms. Layton confirmed they were. Vice Chairman asked about the proposed housing; Ms. Layton stated there would be a mix of one (1) and two (2) story homes with two (2) to three (3) car garages. Commissioner Damron asked about the average size of the homes; Ms. Layton stated they were anticipated to be a minimum of 1,800 sf and up to possibly 3,200 sf. Vice Chairman Hennis provided positive comments on how the open spaces were spread out through the development, then asked if they were going to be providing amenities like playgrounds. Ms. Layton explained they typically provide play structures, shade structures and various other items as part of all of their developments. Commissioner Damron asked if irrigation would be coming from the proposed pond; Ms. Layton said they would have pressurized irrigation but wished to defer any additional irrigation questions to their Engineer. Ryan Young, NV5 Engineer, addressed the Commission explaining the pond would be used as an irrigation reservoir for the City's irrigation system and irrigation for the subdivision came from the City's regular pressurized irrigation system. He also noted their pressurized irrigation was reviewed and approved by Public Works. As for stormwater drainage, there would be underground drainage built in. The Commission thanked Mr. Young.

(Timestamp 01:30:12)
Vice Chairman Hennis opened the public hearing.

Support:
None

Neutral:
1. David Reinhart, Kuna Joint School District No. 3, 711 E Porter Street, Kuna, ID, 83634 – Testify
2. Tuck Ewing, 1500 N Eldorado, Boise, ID, 83704 - Testify

Against:
1. Neil Durrant, 4000 W Hubbard Road, Kuna, ID, 83634 – Testify

(Timestamp 01:30:28)
David Reinhart of Kuna Joint School District No.3 (KSD), reviewed the projected number of students at buildout which totaled 220; though not all would attend KSD schools, a majority would. The Developer of the project was the first one to pledge voluntary impact/support fees to KSD to accommodate their impact; Crimson Point Elementary would need to add on.

(Timestamp 01:33:06)
Neil Durrant addressed the Commission and informed them the Developer had not reached out regarding the concerns he had raised during the Neighborhood Meeting; nothing on the Plat had been changed. He was concerned the Developer had not considered the impact to the 5-acre lots to the north and they fact they have equipment/trucks entering/exiting their properties. Mr. Durrant was concerned that he would face issues moving his farm equipment up and down Hubbard Road when construction on the sewer line began, especially because some of his equipment reached 20 feet wide and W Hubbard was a dead-end road. Per Mr. Durrant, he had attended the last Kuna Rural Fire District (KRFD) Commission meeting where they had discussed KRFD was responding to less than 75% of calls within the area, and they were relying heavily on the surrounding areas/cities to respond to the rest. He also addressed where it was stated in the Design Review application that there were no trees over four (4) inches; Mr. Durrant disagreed and stated there were actually many, including a large Poplar tree visited by hawks and other birds of prey. He explained he had to go directly to the Ada County Highway District (ACHD) to address his concerns about the N Shayla alignment since the Developer had not; if the alignment of the roadway had not been addressed, that Mid-Mile Collector would have lined up directly with his driveway. Mr. Durrant then referred to ACHD comments that N Ten Mile Road would face traffic issues once the 12th and 35th lot was developed due to lack of right-of-way; he also addressed the need for additional right-of-way from the southeast corner property owner and how that would further affect the N Shayla alignment. (Mr. Durrant's time elapsed and Vice Chairman Hennis requested he finish up). Mr. Durrant stated the site posting was not perpendicular to the roadway but were parallel. He also thanked the Developer for placing larger lots near his house but also requested the homes on those lots be limited to single-story. Mr. Durrant summarized that he was willing to work with the Developer and make compromises, however, the Developer needed to reach out. He then thanked the Commission and vacated the podium.

(Timestamp 01:37:18)
Vice Chairman Hennis invited the Applicant to rebut.

(Timestamp 01:37:48)
Ms. Layton discussed concerns brought up during their Neighborhood Meeting and how they were addressed: The alignment adjustment to N Shayla was requested by ACHD and they would make those revisions. She understood Mr. Durrants concerns and commented that they would communicate with ACHD and any other agencies on performing their construction in a way that would minimize impact. Mrs. Layton then stood for any additional questions.

(Timestamp 01:40:22)
Vice Chairman Hennis referenced the traffic mitigation efforts on N Ten Mile as the list from ACHD was extensive, and asked Ms. Layton if they were in agreeance with them since some of the items may not have a planned fix quite yet. She explained they had reviewed the mitigation requests and spoke with Mindy at ACHD regarding timelines of some of the items and the impacts of additional proposed subdivisions. She further explained that Mindy had said the neighboring subdivisions had been accounted for and the same requests had been made of them, it became a point of who got to that point in their development first; Ms. Layton stated they were coordinating with the other Developers and they would work together on those mitigations.

(Timestamp 01:41:50)
Commissioner Damron asked Ms. Layton if they were agreeable to keeping the homes on the lots next to Mr. Durrants property single-story. She responded Mr. Durrants home was across Hubbard from Mr. Durrant, not directly adjacent, but believed they were fine with that request.

(Timestamp 01:42:40)
Mr. Hanson deferred to City Attorney Bill Gigray for a point of clarification: Mr. Durrant stated the signs posting the property were parallel to the roadway and one sided, however, staff was in receipt of a Proof of Property Posting form with photos; Mr. Hanson further explained that short of staff visiting the site to confirm this, there was no way to prove either way. Would the property need to be reposted and continued? Mr. Gigray stated the most important thing was the property was posted, second was if the signs were two (2) sided and they had proof of that which the Commission could base their decision on. He explained the posting procedure would be controlled primarily by City Ordinance. Mr. Hanson referred to Kuna City Code (KCC) 5-1A-8 which states signs must be double sided and placed perpendicular to the roadway; an Affidavit of Posting (Proof of Posting) stating the signs were posted in accordance with KCC; and the photos were primarily used to confirm the verbiage of the sign. Mr. Gigray stated the Commission could inquire further with the Applicant who submitted the Affidavit, if they had personal knowledge the signs were posted correctly. Ms. Layton approached the podium and explained they contracted Forge Sign Works for the posting of the site and that company posts projects all over the valley, and had been the sign contractor NV5 had been using for a long time. She believed they were in compliance with posting the signs per KCC.

(Timestamp 01:45:55)
Mr. Gigray informed the Commission they could recess the hearing barring additional proof of the sign posting, from the sign company themselves, if they felt it was necessary. The Commission discussed that option amongst themselves, the options they had, and the legality of the posting. Commissioner Damron asked staff how many additional parcels there were further down Hubbard Road, Mr. Hanson stated he was not sure. Vice Chairman Hennis pointed out if there was signage along Ardell Road to the south, there were many more homes due to the Crimson Point Subdivision.

(Timestamp 01:49:11)
An audience member asked if the opportunity for public testimony was closed, Vice Chairman Hennis answered it was not. The Commission continued to discuss the matter amongst themselves. Mr. Gigray explained if the Commission wished to recess the hearing to the next meeting, they could limit the receipt of additional testimony in regards to the signs only, then make a decision. If it was determined at that meeting the posting was not correct, then the site would have to be reposted. The Commission thanked Mr. Gigray.

(Timestamp 01:52:02)
Commissioner Damron commented there was no blatant attempt to obscure the sign and the site was posted, he continued by stating if they wished to receive testimony from the sign company themselves, it could delay the hearing one (1) or two (2) meetings, thus pushing it into December. Commissioner Damron did not feel it was not on purpose and Vice Chairman Hennis commented that Ordinance was Ordinance. Mr. Gigray explained that the matter became on issue of due process if the posting was challenged.

(Timestamp 01:54:18)
Commissioner Damron pointed out the Commission could not prove the sign wasn't moved either. Vice Chairman Hennis requested the audience member who wished to testify to come forward.

(Timestamp 01:54:56)
Tuck Ewing of Yes Development addressed that Mr. Durrant did bring up a good point, then asked if this was a matter that Mr. Durrant wanted to address in court. Mr. Ewing stated he believed the signs were there, he just had not seen them himself. He further stated that if the signs were not posted correctly and did not meet KCC, Mr. Durrants concerns were legitimate and he understood the Commission would have to make the best decision they saw fit; he also felt that delaying the project and it turned out the signs were posted correctly, it was appropriate for some monetary recourse.

(Timestamp 01:56:35)
Commissioner Damron asked Mr. Durrant if the matter was a great enough issue to him to carry the matter to court? Mr. Durrant stated it was not a severe issue, he just wished to address it and referred to the photos provided with the Proof of Property Posting. He explained by looking at how the sign was set against the adjacent cornfield and gated pipe; it was evident they were not perpendicular. Mr. Durrant stated that as long as the Developer was willing to work with him on his concerns, it was not a matter that needed to go to court. Vice Chairman Hennis asked if his driveway was on Hubbard Road, Mr. Durrant confirmed it was. The Vice Chairman then asked Mr. Durrant if the shifting of N Shayla was adequate or still caused issue. Mr. Durrant explained the road would be immediately adjacent to his driveway and that raised safety concerns with him when it came to exiting his driveway.

(Timestamp 01:58:58)
Commissioner Damron asked Mr. Gigray what their recourse options were: legal recourse or a minor infraction where the complainant was not determined to push the matter to court and what the Commission could do. Mr. Gigray explained taking all of the information into account, if it was evidence they could rely on, the Commission could make a decision. Mr. Gigray also pointed out that there was no recourse from the Developer to Mr. Durrant in regards to Mr. Durrants right

to comment on the signs and did not believe the Developer had a right to threaten Mr. Durrant with costs for doing so; he continued by stating that the Developer would of course need to refer to his own attorneys in the matter. Mr. Gigray summarized that if the Commission was confident with the strength of the record, they could make a decision.

(Timestamp 02:02:03)
Commissioner Damron requested Ms. Layton approach the podium and asked that since Mr. Durrant did not see it as a huge issue if they worked with him on his concerns, would they be willing to do so? Ms. Layton stated it was a reasonable request and would work with Mr. Durrant and stressed they wanted to be good neighbors. The Commission thanked Ms. Layton then requested Mr. Durrant approach. Commissioner Damron asked Mr. Durrant if that was acceptable solution, he stated it was.

(Timestamp 02:04:17)
The Vice Chairman closed the hearing and the Commission proceeded into deliberation. Vice Chairman Hennis stated he was satisfied they had reached a solution and requested a Condition be added referring to it; he further commented the sewer improvements were a positive. The Chairman believed there was a solution to be had and Commissioner Damron agreed. Commissioner Garten commented he was appreciative the Developer was willing to work with KSD.

(Timestamp 02:06:04)
Motion To: Recommend Approval to City Council of Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat) for Ewing Meadows Subdivision with the Conditions as outlined in the Staff Report, and the additional Conditions the Developer enter into a Development Agreement regarding sewer solutions and the Developer work with Mr. Durrant on his safety concerns.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

Motion To: Approve Case No. 21-12-DR (Design Review) for Ewing Meadows Subdivision with the Conditions as outlined in the Staff Report.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

(Timestamp 02:08:44)
C. *Tabled From September 28, 2021* Case Nos. 21-04-S (Preliminary Plat) & 21-14-DR (Design Review) Falcon Crest Golf Villages – Troy Behunin, Planner III

Wendy Shrief of JUB Engineers, on behalf of M3 ID Valor Golf Villages, LLC requests approval to subdivide approximately 86.90 acres into 291 residential lots, 18 common driveway lots and 43 common lots. The subject site was annexed into Kuna City on February 5, 2019 (18-03-AN & 18-

02-PUD). The site is currently zoned R-6 (Medium Density Residential) and R-12 (High Density Residential). The subject site is located near the northeast corner of Cloverdale and Kuna Road, within Section 22, Township 2 North, Range 1 East; (APN: S1422110300).

(Timestamp 02:09:00)
Planner II Doug Hanson stated staff requested the item be tabled to a date certain of November 9, 2021.

(Timestamp 02:09:36)
Motion To: Table Case Nos. 21-04-S (Preliminary Plat) & 21-14-DR (Design Review) Falcon Crest Golf Villages be tabled to a date certain of November 9, 2021.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

4. *BUSINESS ITEMS:*

(Timestamp 02:09:50)
The Vice Chairman asked staff if there were any items to address; there were not.

5. *ADJOURNMENT:*

(Timestamp 02:10:06)
Motion To: Adjourn.
Motion By: Commissioner Damron
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Young and Gealy were absent.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Jace Hellman, Planning and Zoning Director
Kuna Planning and Zoning Department

Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

File No.(s): _____

Project Name: _____

Date Received: _____

Date Accepted as Complete: _____

Type of review requested (check all that apply); please submit all associated applications:

	Annexation		Appeal
	Comp. Plan Map Amendment		Combination Pre & Final Plat
	Design Review		Development Agreement
	Final Planned Unit Development		Final Plat
	Lot Line Adjustment		Lot Split
	Ordinance Amendment		Planned Unit Development
✔	Preliminary Plat	✔	Rezone
	Special Use Permit		Temporary Business
	Vacation		Variance

Owner of Record

Name: YES Development, LLC

Address: 1500 N Eldorado Street

Boise, ID 83704

Phone: 208-863-1696 Email: _____

Applicant (Developer) Information

Name: Sterling Land Development, Inc.

Address: 1159 E. Iron Eagle Drive, Suite 170-K

Eagle, ID 83616

Phone: 949-226-4482 Email: bls@sterlinghomes.us

Engineer/Representative Information

Name: Bonnie Layton - Senior Planner @ NV5

Address: 690 S. Industry Way, Suite 10

Meridian, ID 83642

Phone: 208-724-2624 Email: bonnie.layton@nv5.com

Subject Property Information

Site Address: 4387 W Hubbard Road, Kuna, ID

Nearest Major Cross Streets: Ardell Road & N. Shayla Avenue

Parcel No.(s): S1315212403

Section, Township, Range: SEC 15 2N 1W

Property Size: 79 acres

Current Land Use: Agriculture - crops Proposed Land Use: Residential

Current Zoning: A - Ag Proposed Zoning: R-6

Project Description

Project Name: Ewing Meadows (formerly referred to as Sterling Meadows)

General Description of Project: Single family detached residential subdivision with a mix of lot sizes ranging from 50' wide up to 80' wide + with a variety of community amenities and open space

Type of proposed use (check all that apply and provide specific density/zoning):
■ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD
☐ Office ☐ Industrial: M-1 M-2 ☐ Other:

Type(s) of amenities provided with development: pathways, tot lot, shade structure park benches, grassy open spaces, and pond

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO
If YES, please describe: Yes. Existing structures will be removed upon development of the site.

Will any existing buildings remain? YES NO

No. of Residential Units: 298 No. of Building Lots: 298

No. of Common Lots: 21 No. of Other Lots: _____

Type of dwelling(s) proposed (check all that apply):
■ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): TBD

Gross Density (Dwelling Units ÷ Total Acreage): 3.69

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 5.99

Percentage of Open Space provided: 15.06 Acreage of Open Space: 12.16

Type of Open Space provided (i.e. public, common, landscaping): common landscape areas, parks, pathways and pond

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

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

Building height: _____ Hours of Operation: _____

Total no. of employees: _____ Max no. of employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking:

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting “Dark Sky” compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: _____ Date: _____

Rezone Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

Rezoning requires Public Hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available.

****Office Use Only****

Case No(s).: _____

Project Name: _____

Date of Pre-Application Meeting: _____ Valid for three (3) months

Date Received: _____

Date Accepted as Complete: _____

Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet.
- Complete Rezone Application.
- Detailed narrative or justification for the application, describing the reasons for the proposed Rezone.
- Digital Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Legal Description of Annexation Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Development Agreement & complete Development Agreement Application (*if applicable*).
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.

This application shall not be considered complete (nor will a Public Hearing be scheduled) 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, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C).*

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A).*

Preliminary Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

Preliminary Plats require Public hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

****Office Use Only****

Case No(s).: _____

Project Name: _____

Date of Pre-Application Meeting: _____ Valid for three (3) months

Date Received: _____

Date Accepted as Complete: _____

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet
- Complete Preliminary Plat Application
- Detailed narrative or justification for the application, describing the project, design elements, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Legal Description of Preliminary Plat Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.
- A letter or email from the Ada County Engineer showing the subdivision name reservation. (*A name change needs to be submitted and approved by the Planning & Zoning Director & Ada County Engineer.*)
- Preliminary Plat (24" x 36"): Drawn to a scale of 1" = 100' (or similar), showing
    - Topography at 2' intervals
    - Land uses (location, layout, types & dimensions) of Residential, Commercial & Industrial
    - Street right-of-way (ROW) including dimensions of ROW dedication for all roadways, street sections, improvements, etc.
    - Easements/common space such as utility easements, parks, community spaces, etc.
    - Layout & dimensions of lots

    - Improvements drawing showing water, sewer, drainage, electricity, irrigation, telephone, gas, proposed street lighting, proposed street names, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.
- Preliminary Plat (8.5” x 11”): Drawn to a scale of 1” = 100’ (or similar), with the same items as listed in the “Preliminary Plat”.
- Phasing Plan
- Landscape Plan for subdivision entrances, buffers, common areas, etc.
- Homeowners Maintenance Agreement for the care of landscaped common areas.

If the Preliminary Plat includes 100 lots or more, a Traffic Impact Study is required.

This application shall not be considered complete (nor will a Public Hearing be scheduled) 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, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C).*

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A).*

DESIGN REVIEW APPLICATION

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

KUNA Planning & Zoning

****Office Use Only****

Case No(s).: _____

Project Name: _____

Date of Pre-Application Meeting: Valid for three (3) months

Date Received: _____

Date Accepted as Complete: _____

The City of Kuna has adopted a Design Review Overlay District whose purpose is to make Kuna a pleasant and comfortable place to live and work. This Design Review process is based on standards and guidelines found in Kuna City Code 5-4. The Design Overlay District includes all of Kuna City Limits.

Design Review includes, but is not limited to:

- Commercial
- Industrial
- Institutional
- Office
- Multi-family Residential
- Common Areas
- Proposed Conversions
- Proposed changes in land and/or building use
- Exterior Remodeling/Restoration
- Enlargement or Expansion of existing buildings or sites

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet
- Complete Design Review Application *(It is the applicant's responsibility to use the most current application.)*
- Detailed narrative or justification for the application, describing the project, design elements and how the project complies with Design Review standards.
- Vicinity Map: 8.5" x 11" at 1" = 300' scale (or similar). Label the location of the property and adjacent streets.
- Aerial Map: 8.5" x 11" color photo depicting proposed site, street names, and surrounding area within 500'.
- Recorded Warranty Deed
- Affidavit of Legal Interest if the individual submitting the application is not the property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Color rendering and material sample(s) specifically noting where each color and material is to be located on the structure. *(PDF or photo of materials acceptable).*

- Detailed Plans: Site Plan; Landscape Plan; Drainage Plan; and Elevations.

Detailed Site Plan Requirements

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Property Lines
- Existing structures – Identify those which are relocated or removed
- On-site and adjoining streets, alleys, private drives and rights-of-way
- Drainage location and method of on-site retention/detention
- Location of public restrooms
- Existing and/or proposed utility services; any above ground utility structures and provide their location
- Location and width of easements, canals and drainage ditches
- Location and dimensions of off-street parking
- Location and size of any loading areas, docks, ramps and vehicle storage or service areas
- Location of trash storage areas and exterior mechanical equipment; provide proposed method of screening
- Sign locations *(A separate Sign Application must be submitted; this is a Staff level review.)*
- On-site transportation circulation plan for motor vehicles, pedestrians and bicycles
- Locations and uses of *all* Open Spaces (*if applicable*)
- Location, types and sizes of sound and visual buffers *(all buffers must be located outside the public rights-of-way.)*
- Parking layout including spaces, driveways, curbs, cuts, circulation patterns, pedestrian walks and vision triangles
- Location and designation of subdivision lines *(if applicable)*, property lines, and rights-of-way
- Location of walls and fences; provide their height and material of construction
- Roofline and foundation plan of building and location onsite

Landscape Plan

The Landscape Plan need to be drawn by the Project Architect, Professional Landscape Architect, Landscape Designer, or qualified Nurseryman for developments possessing more than twelve thousand (12,000) square feet of private land. The Landscape Plan must be colored and drawn to a scale no smaller than 1" = 30', unless otherwise approved. The Planning & Zoning Director may require the preparation of a landscape plan for smaller developments by one of the noted individuals, if the lot(s) have unique attributes. (*See Kuna City Code 5-17 Landscaping Requirements*)

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Boundaries, property lines and dimensions
- Location and design of areas to be landscaped
- Location and labels for all proposed plants
- Existing vegetation identified by species & sizes, and if they are proposed to be relocated or removed (*Retention of existing trees required, see Kuna City Code 5-17-4*)

- Plant lists or schedules with the botanical common name, quantity, and spacing as well as the size of all proposed landscape materials at time of planting
- Location of automatic, underground irrigation systems (*See Kuna City Code 5-17-11*)
- Clearly identify pressurized irrigation lines and underground water storage
- Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fencings, fountains, street/pathway furniture, etc.
- Sign locations (a separate sign application must be submitted)
- Locations of open spaces (*if applicable*)
- Parking areas
- Location and designations of all sidewalks
- Engineered Grading and Drainage Plans: A generalized drainage plan showing direction drainage with proposed on-site retention. Upon submission of building/construction plans for an approved Design Review application, a detailed site grading and drainage plan prepared by a registered professional engineer (PE), shall be submitted to the City for review and approval by the City Engineer.

Building Elevations

- Detailed elevation plans, in color, of each side of any proposed building(s) or addition(s). Label associated elevations with North, South, East, West
- Color renderings of all proposed building materials and indication where each material and color application are to be located, in PDF or JPEG format.
- Screening of mechanical equipment
- Provide a cross-section of the building showing any rooftop mechanical units and their roof placement
- Detailed trash enclosure elevation plans showing the materials to be used in construction

Lighting Plan

- Exterior lighting, including detailed cut sheets and photometric plan *(pedestrian, vehicle, security, decoration, etc.)*
- Types and wattage of all light fixtures. *(NOTE: Lighting fixtures shall comply with "Dark Sky" policies.)*
- Placement of all light fixtures shown on elevations and landscaping plans

Owner Information

Name: Sterling Land Development - Brian Sinderhoff

Address: 1159 E Iron Eagle Dr., Ste 170-K

Eagle, Idaho 93616

Phone: 949.226.4482 Email: bls@sterlnghomes.us

Applicant Information

Name: Sterling Land Development - Brian Sinderhoff

Address: 1159 E Iron Eagle Dr., Ste 170-K

Eagle, Idaho 93616

Phone: 949.226.4482 Email: bls@sterlinghomes.us

Engineer/Representative

Name: NV5 - Bonnie Layton

Address: 690 S Industry Way, Ste 10

Meridian, Idaho 83642

Phone: 208.275.8742 Email: bonnie.layton@nv5.com

Property Information

Address: 4387 W Hubbard Rd & W Ardell Rd

Parcel No(s).: S1315212403 & S131524460

Closest Major Cross Streets: S Black Cat Road

Please check the box that reflects the intent of the application:

☐ Building Design Review ■ Design Review Modification

☐ Staff Level Application ☐ Subdivision/Common Area Landscape

1. Briefly explain the nature of the request: 303 single family detached residential subdivision with lot widths of 50', 60', 70' and 80' along with 21 common lots for community use.

2. Dimension of property: 80.75 acres

3. Current land use(s): Vacant

4. What are the land uses of the adjoining properties?

North: Agricultural – Plat submitted South: Residential

East: Agricultural West: Agricultural-Residential Plat Approved

5. Is the project intended to be phased? If so, what is the phasing time period?

Yes - Unknown at this time

6. Number and use(s) of all structures: 303 SFD Homes - Proposed new Construction Residential
7. Building Height: Not to exceed 30'
8. Number of Stories: 2
   (The height and width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use. Height and area standards can be found in Kuna City Code 5-5-3.)
9. What is the percentage of building space on the lot when compared to the total lot area: 3.75%

Exterior Building Materials and Colors

	Material	Color
Roof:	N/A	
Walls: (include percentage of wall coverage of each material)	N/A	
% of Wood Application:	N/A	
% EIFS: (Exterior Insulation Finish System)	N/A	
% Masonry:	N/A	
% Face Block:	N/A	
% Stucco:	N/A	
Other:	N/A	
Windows/Doors:	N/A	
Soffits and Fascia:	N/A	
Trim, etc.:	N/A	

Mechanical Units

Please identify mechanical unit(s) size and placement: N/A

Proposed screening method? N/A

Trash Enclosures

Please identify trash enclosure location, size, and construction materials: N/A

Irrigation Ditches/Canals

Are there any irrigation ditches/canals on or adjacent to the property? (YES) NO

If Yes, what is the name of the irrigation/drainage provider? City of Kuna

What is the proposed method of on-site drainage retention/detention? Infiltration beds or basins.

Fencing

Is there any existing fencing that will remain? YES (NO)

If Yes, what is the fencing material, size and location? Vinyl - Per City Code

What is the fencing material for all new fencing? N0

The City has regulations for fences, walls, and hedges (see Kuna City Code 5-5-5). A fence permit must but be acquired prior to installation of any fencing; a permit cannot be acquired until Design Review Application approval/denial.

Building Coverage

% of site devoted to building coverage?	N/A	
% of site devoted to landscaping? (include landscaped rights-of-way)	N/A	Square Footage:
% of site that is hard surface? (paving, driveways, walkways)	N/A	Square Footage:
% of site devoted to other uses:	N/A	Describe:

Landscaping

Please provide dimensions of landscaped areas within public rights-of-way:

6'.0" Shayta Ave

8'.0" Hubbard Road

Are there any existing trees of 4" or greater in caliper on the property? YES (NO)

If Yes, what type, size and general location? (*Please indicate location on site plan. NOTE: It is the city's goal to preserve such trees.)*

NO

Dock Loading Facilities

Will there be any dock loading facilities? YES NO *(If Yes, please continue; if No, please skip this section.)*

No. of dock loading facilities and their location: N/A

What is the proposed method of screening? N/A

Pedestrian Amenities

Are there any proposed pedestrian amenities? (i.e. bike racks, trash receptacles, drinking fountains, benches, etc.) (YES) NO

If Yes, please indicate type, number of each type: Pathways

Parking

Total number of parking spaces? N/A Dimensions? _____

Total number of ADA accessible spaces? _____ Dimensions? _____

Total number of compact spaces (8' x 17')? _____

Miscellaneous

Will you be proposing setbacks different than those found in KCC 5-3-3? YES (NO)

If YES, please provide setbacks below, in feet:
Front: _____ Rear: _____ Side: _____ Side: _____

Is any portion of the property subject to flooding conditions? YES NO

The Ada County Highway District (ACHD) may also conduct a public meeting regarding this application. If you have questions about the meeting date, the traffic that this development may generate or the impact of that traffic on streets in the area, please contact ACHD at (208) 387-6170. In order to expedite your request, please have ready the file number indicated.

Applicant Signature: _____ Date: 6/25/21

Additional Information

Please indicate/explain/provide any additional information deemed relevant to this application:

NV5 Delivering Solutions Improving Lives

May 24, 2021

Mr. Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634

via email

RE: Ewing Meadows (formerly known as Sterling Meadows)
Parcel No. S1315212403
Request for Rezone & Preliminary Plat Application

Dear Mr. Behunin,

On behalf of our client, Sterling Land Development, Inc. please accept the attached applications for Rezone and Preliminary Plat for the subject property approximately 79 acres located between Hubbard and Ardell Roads, west of Ten Mile Road. Our request is to Rezone the property from zoning designation A-Agriculture to R-6 Medium Density Residential as the property was originally previously annexed however a city zoning designation was not applied at that time. This request is supported by the City of Kuna's Comprehensive Plan and Future Land Use Map designation for Medium Density Residential. The project proposes to develop 304 building lots ranging in size from 4,729 square feet to 21,771 square feet, with the average lot size of 7,107 square feet.

Ewing Meadows will be a single family detached residential subdivision with a gross density of 3.75 dwelling units per acre, along with a variety of community amenities including parks with grassy play areas, a tot lot, picnic tables and benches, along with landscape buffers and pathways. In addition to providing 304 building lots the project contemplates 11.83 acres of open space (14.65%) including pathways and sidewalks providing connectivity to various parks dispersed throughout the site. In total there are 20 common lots dispersed throughout the site that will be developed, irrigated and landscaped in accordance with City of Kuna standards.

Sewer flows are proposed to be collected by 8-inch diameter gravity sewer main lines located within the new streets. Sewer flows will be routed to the proposed lift station located on Lot 23 Block 11. The lift station is proposed to discharge to the pressure sewer main at Hubbard Road and Ten Mile Road. Telemetry is proposed for communication with the Crimson Point Lift Station in order to coordinate discharge flows and avoid simultaneous pumping.

Water is proposed to be provided to the new lots via 8-inch diameter water mains to be located within the new streets. The new water mains are proposed to be connected to the existing water distribution mains in West Ardell Road and Hubbard Road. Fire hydrants are to be located in accordance with Kuna Rural Fire District.

Storm water is proposed to be collected and routed to underground infiltration systems to be located within common lots near the low points of the subdivision. The drainage system will be designed in accordance with the City of Kuna and Ada County Highway District standards.

Overall, we believe our project will compliment the surrounding approved and proposed residential developments and provide much needed housing in the area.

We have appreciated your and the rest of city staff's assistance and guidance on this project are pleased to submit these applications for your review and consideration.

If you have any questions please do not hesitate to contact me at 208-724-2624.

Kind regards,

Bonnie L. Layton

Bonnie Layton
Sr. Planner

enclosures

landproDATA

Ewing Meadows

Vicinity Map



May 24, 2021 - landproDATA.com
Scale: 1 inch approx 600 feet

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

NV5 Delivering Solutions Improving Lives

ZONING LEGAL DESCRIPITON – KUNA STERLING Date: May 21, 2021

A parcel of land being a portion of the E1/2 NW 1/4 Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3.25" Brass Cap stamped "PLS 12087" for the NW corner of said Section 15, (Corner Record No. 2019-004520), **WHENCE** a found 5/8" rebar with yellow plastic cap stamped "PLS 972" for the North 1/4 corner of said Section 15, (Corner Record No. 8020753), bears South 89°41'07" East, a distance of 2,647.00 feet;

THENCE South 89°41'07" East, coincident with the northerly section line of said Section 15, a distance of 1323.43 feet;

THENCE leaving said northerly section line, South 0°18'53" West a distance of 25.00 feet to a point of intersection of the southerly Right-of-Way line of W. Hubbard Rd. and the W1/16th line of said Section 15, also being the **POINT OF BEGINNING**;

THENCE leaving said W1/16th line of said Section 15, coincident with said southerly Right-of-Way line of W. Hubbard Rd., South 89°41'07" East a distance of 1288.52 feet;

THENCE leaving said southerly Right-of-Way line of W. Hubbard Rd., parallel and 35.00 feet offset West of the C1/4 line of said Section 15, South 0°25'18" West a distance of 2607.10 feet to a point conterminous with the northerly Right-of-Way line of Ardell Rd.;

THENCE coincident with said northerly Right-of-Way line of Ardell Rd., North 89°32'26" West a distance of 1290.84 feet to said W1/16th line of Section 15;

THENCE coincident with said W1/16th line of Section 15, North 0°28'22" East a distance of 2603.85 feet to the **POINT OF BEGINNING**.

The above described parcel contains 3360219.43 square feet or 77.14 acres, more or less.

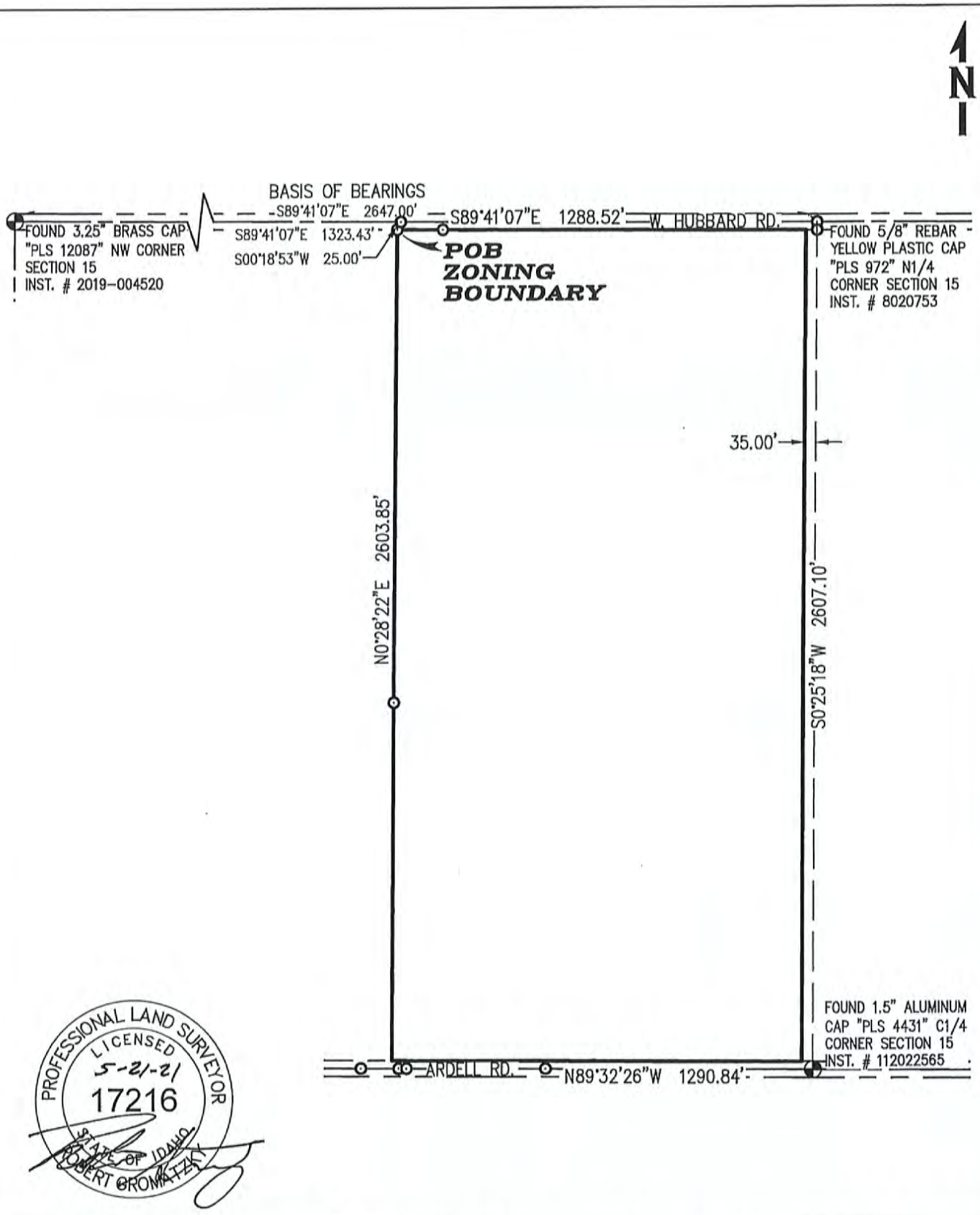
Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this description is Grid North, Idaho State Plane West Zone, South 89°41'07" East between the NW corner and the North 1/4 corner of said Section 15.

PROFESSIONAL LAND SURVEYOR LICENSED 5-21-21 17216 STATE OF IDAHO ROBERT GROMATZKY

Robert Gromatzky, P.L.S License No. 17216

End of Description



SHEET NUMBER		DRAWING INFO		SHEET INFO	
3 of 3	ZONING EXHIBIT PARCEL S1315212403 STERLING LAND DEVELOPMENT, INC. Kuna 80 Acre Site	B000209.00	DRAWN	RG	NV5 690 Industry Way, Suite 10 Meridian, ID 83642 208-342-5400 www.NV5.com
		VX - Exhibits	CHECKED	RG	
		1"=400'	LAST EDIT	5/21/2021	
			PLOT DATE		

NV5 Delivering Solutions Improving Lives

LEGAL DESCRIPTION – KUNA 80 PROPERTY BOUNDARY Date: September 13, 2021

Includes Parcels S1315212403, S1315214551 & S1315244600 (including the Prescriptive R/W portions of W Hubbard Rd and W Ardell Road that lie adjacent to said Parcels)

A parcel of land being a portion of the E1/2 NW 1/4 Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3.25" Brass Cap stamped "PLS 12087" for the NW corner of said Section 15, (Corner Record No. 2019-004520), **WHENCE** a found 5/8" rebar with yellow plastic cap stamped "PLS 972" for the North 1/4 corner of said Section 15, (Corner Record No. 8020753), bears South 89°41'07" East, a distance of 2,647.00 feet;

THENCE South 89°41'07" East, coincident with the northerly section line of said Section 15 (also being the centerline of W Hubbard Road), a distance of 1323.50 feet to the W 1/16 corner commons to Sections 10 and 15 and the **POINT OF BEGINNING**;

THENCE continuing coincident with the northerly section line of said Section 15 and centerline of W Hubbard Road, South 89°41'07" East a distance of 1323.50 feet to the N 1/4 corner of said Section 15;

THENCE leaving said northerly section line and coincident with the north-south center section line, South 0°25'18" West a distance of 2657.19 feet to the Center 1/4 corner of said Section 15 and a point on the centerline of W Ardell Road;

THENCE coincident with the east-west center section line of Said Section 15 and centerline and W Ardell Road, North 89°32'26" West a distance of 1235.16 feet;

THENCE leaving said east-west center section line and centerline of W Ardell Road, North 0°28'31" East a distance of 25.00 feet to the southeasterly corner of that parcel described in Vacation Resolution Number 1037, Instrument No. 112062761, Ada County Records, said point also being on the northerly right-of-way line of said W Ardell Road;

THENCE coincident with said northerly right-of-way being parallel with and offset 25.00 feet northerly of said east-west section line, North 89°32'26" West a distance of 69.94 feet to the southwesterly corner of that parcel described in said Vacation Resolution Number 1037, Instrument No. 112062761;

THENCE South 0°28'31" West, a distance of 25.00 feet to a point on said east-west center section line of Said Section 15 and centerline and W Ardell Road;

THENCE coincident with the east-west center section line of Said Section 15 and centerline and W Ardell Road, North 89°32'26" West a distance of 20.76 feet to the C-W 1/16 corner of Section 15;

THENCE coincident with the W1/16th line of Section 15, North 0°28'22" East a distance of 2653.85 feet to the **POINT OF BEGINNING**.

NV5 Delivering Solutions Improving Lives

The above-described parcel contains 3,515,954.92 square feet or 80.715 acres, more or less.

Together with and subject to covenants, easements, rights of ways and restrictions of record.

The basis of bearings for this description is Grid North, Idaho State Plane West Zone, South 89°41'07" East between the NW corner and the North 1/4 corner of said Section 15.

Travis P. Foster, P.L.S License No. 10729

End of Description



NV5 Delivering Solutions Improving Lives

Parcel S1315212403 - LEGAL DESCRIPTION Date: September 13, 2021

(Includes the Prescriptive R/W portions of W Hubbard Rd and W Ardell Road that lie adjacent to said parcel)

A parcel of land being a portion of the E1/2 NW 1/4 Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3.25" Brass Cap stamped "PLS 12087" for the NW corner of said Section 15, (Corner Record No. 2019-004520), **WHENCE** a found 5/8" rebar with yellow plastic cap stamped "PLS 972" for the North 1/4 corner of said Section 15, (Corner Record No. 8020753), bears South 89°41'07" East, a distance of 2,647.00 feet;

THENCE South 89°41'07" East, coincident with the northerly section line of said Section 15 (also being the centerline of W Hubbard Road), a distance of 1323.50 feet to the W 1/16 corner commons to Sections 10 and 15 and the **POINT OF BEGINNING**;

THENCE continuing coincident with the northerly section line of said Section 15 and centerline of W Hubbard Road, South 89°41'07" East a distance of 1323.50 feet to the N 1/4 corner of said Section 15;

THENCE leaving said northerly section line and coincident with the north-south center section line, South 0°25'18" West a distance of 2657.19 feet to the Center 1/4 corner of said Section 15 and a point on the centerline of W Ardell Road;

THENCE coincident with the east-west center section line of Said Section 15 and centerline and W Ardell Road, North 89°32'26" West a distance of 1235.16 feet;

THENCE leaving said east-west center section line and centerline of W Ardell Road, North 0°28'31" East a distance of 25.00 feet to the southeasterly corner of that parcel described in Vacation Resolution Number 1037, Instrument No. 112062761, Ada County Records, said point also being on the northerly right-of-way line of said W Ardell Road;

THENCE leaving said northerly right-of-way line and coincident with the easterly, northerly, and westerly boundaries of said Instrument No. 112062761, the following six courses:

North 0°28'31" East a distance of 4.37 feet;
North 44°26'49" West a distance of 28.25 feet;
North 0°28'31" East a distance of 124.61 feet;
North 89°31'36" West a distance of 50.00 feet;
South 0°28'31" West a distance of 4.00 feet;
South 46°40'56" West a distance of 28.76 feet to a point on the W1/16th line of Section 15;

THENCE coincident with the W1/16th line of Section 15, North 0°28'22" East a distance of 2503.75 feet to the **POINT OF BEGINNING**.

NV5 Delivering Solutions Improving Lives

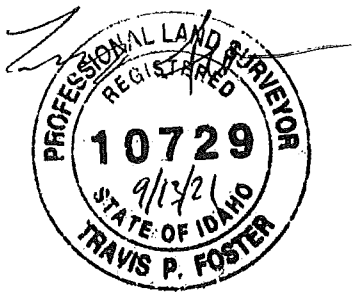
The above-described parcel contains 3,5104,896.83 square feet or 80.46 acres, more or less.

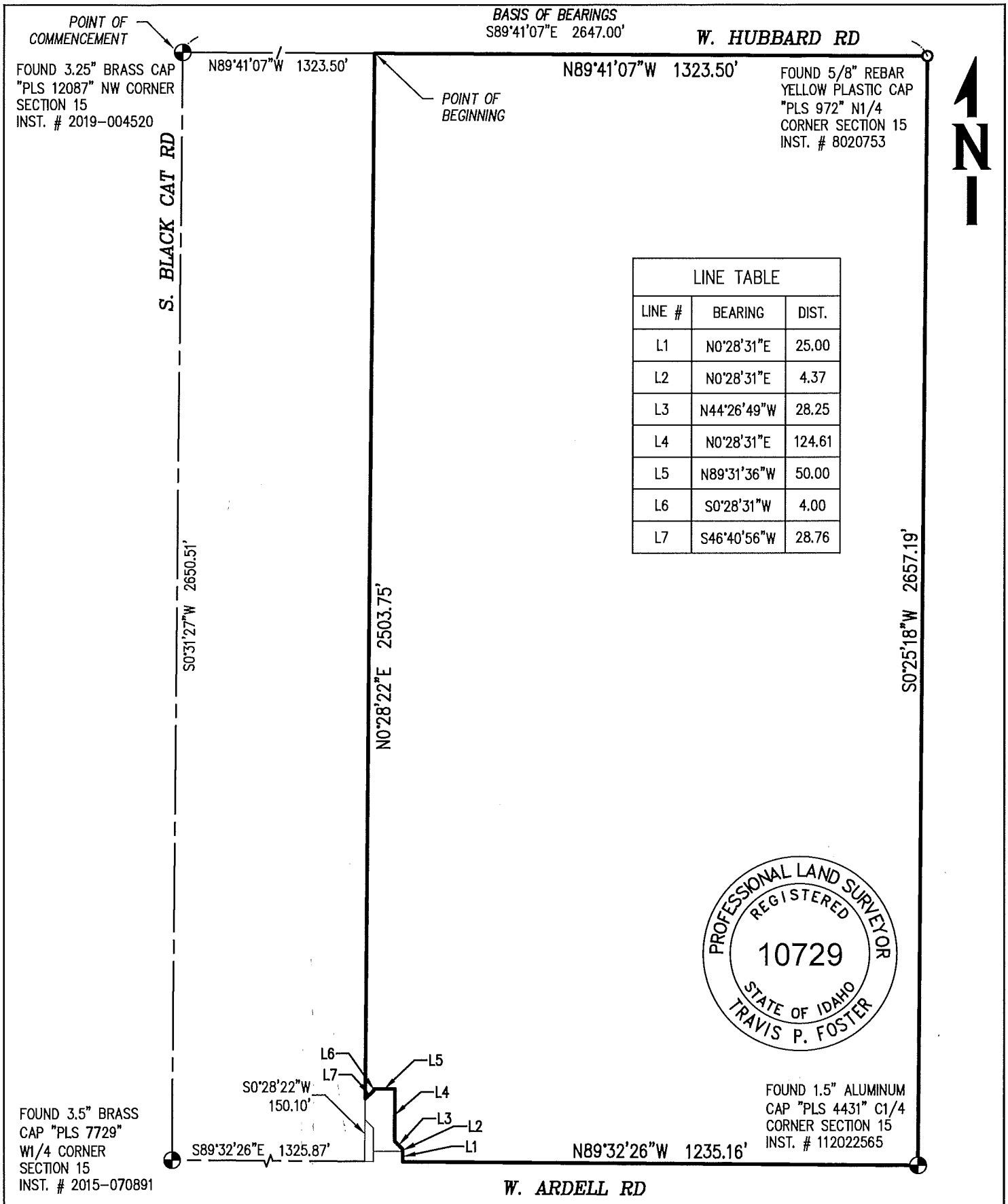
Together with and subject to covenants, easements, rights of ways and restrictions of record.

The basis of bearings for this description is Grid North, Idaho State Plane West Zone, South 89°41'07" East between the NW corner and the North 1/4 corner of said Section 15.

Travis P. Foster, P.L.S License No. 10729

End of Description





SHEET NUMBER		DRAWING INFO		SHEET INFO	
1 of 3	EXHIBIT FOR PARCEL # S1315212403 STERLING DEVELOPMENT EWING MEADOWS	B000209		DRAWN	WC
		B000209 - VX - BM		CHECKED	RG
		1"=300'		LAST EDIT	9/20/2021
				PLOT DATE	9/20/2021

NV5
690 Industry Way, Suite 10
Meridan, ID 83642
208-342-5400 www.NV5.com

NV5 Delivering Solutions Improving Lives

Parcel S1315214551 - LEGAL DESCRIPTION Date: September 13, 2021

(Includes the Prescriptive R/W portion of W Ardell Road that lies adjacent to said parcel)

A parcel of land being a portion of the E1/2 NW 1/4 Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3.25" Brass Cap stamped "PLS 12087" for the NW corner of said Section 15, (Corner Record No. 2019-004520), **WHENCE** a found 5/8" rebar with yellow plastic cap stamped "PLS 972" for the North 1/4 corner of said Section 15, (Corner Record No. 8020753), bears South 89°41'07" East, a distance of 2,647.00 feet;

THENCE South 89°41'07" East, coincident with the northerly section line of said Section 15 (also being the centerline of W Hubbard Road), a distance of 1323.50 feet to the W 1/16 corner commons to Sections 10 and 15;

THENCE coincident with the W1/16th line of Section 15, South 0°28'22" West a distance of 2553.95 feet to a point on the westerly boundary of that parcel described in Vacation Resolution Number 1037, Instrument No. 112062761, Ada County Records, said point also being the **POINT OF BEGINNING**;

THENCE coincident with the easterly boundary of said Instrument No. 112062761, the following two courses:

Leaving said W1/16th line, South 45°44'58" East a distance of 28.76 feet;

South 0°28'31" West a distance of 55.00 feet to a point on the northerly right-of-way of W Ardell Road;

THENCE South 0°28'31" West, a distance of 25.00 feet to a point on said east-west center section line of Said Section 15 and centerline and W Ardell Road;

THENCE coincident with the east-west center section line of Said Section 15 and centerline and W Ardell Road, North 89°32'26" West a distance of 20.76 feet to the C-W 1/16 corner of Section 15;

THENCE coincident with the W1/16th line of Section 15, North 0°28'22" East a distance of 99.90 feet to the **POINT OF BEGINNING**.

NV5 Delivering Solutions Improving Lives

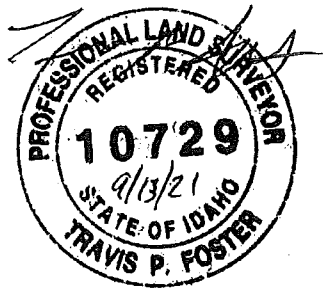
The above-described parcel contains 1,867.42 square feet or 0.04 acres, more or less.

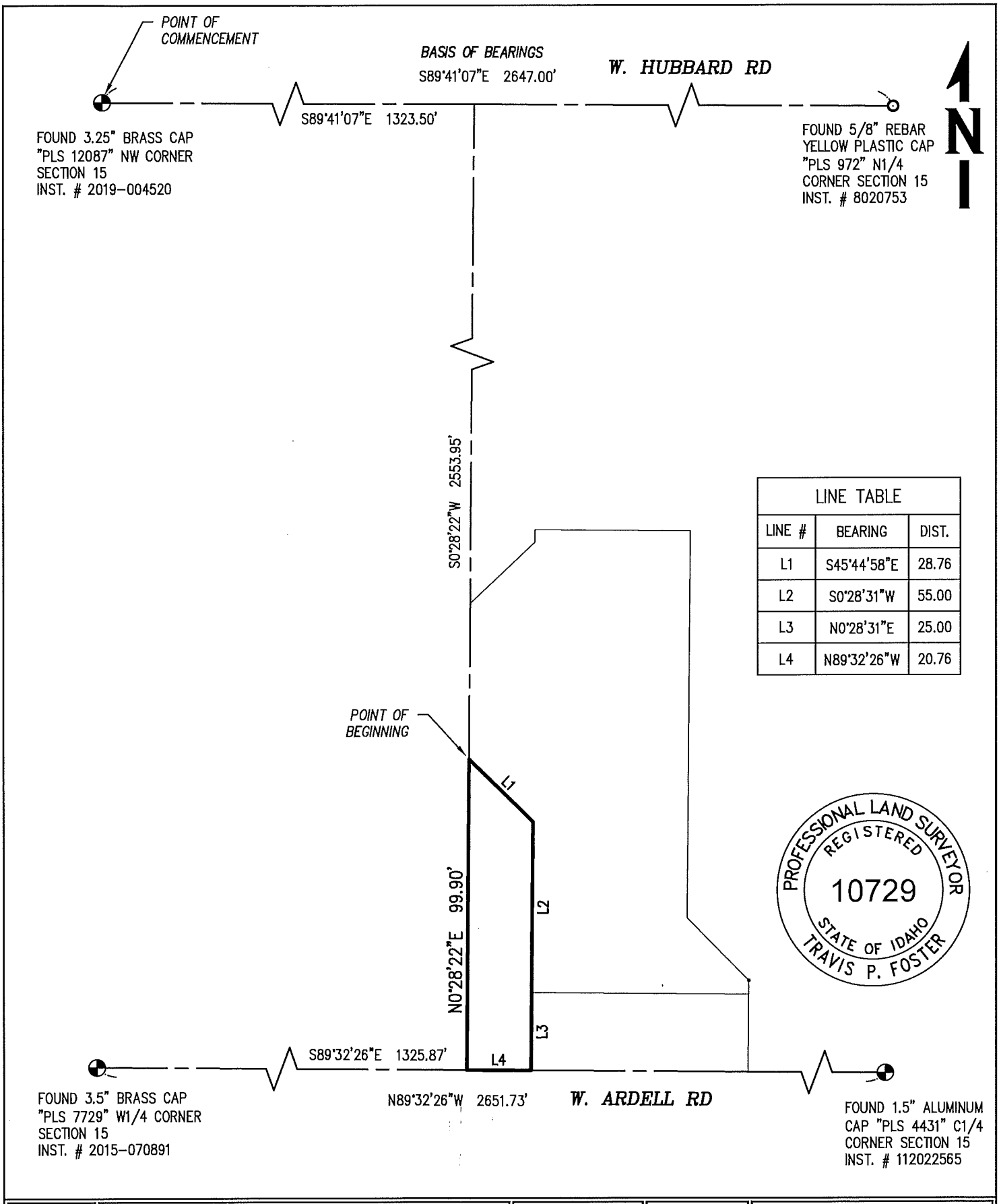
Together with and subject to covenants, easements, rights of ways and restrictions of record.

The basis of bearings for this description is Grid North, Idaho State Plane West Zone, South 89°41'07" East between the NW corner and the North 1/4 corner of said Section 15.

Travis P. Foster, P.L.S License No. 10729

End of Description





LINE TABLE		
LINE #	BEARING	DIST.
L1	S45°44'58"E	28.76
L2	S0°28'31"W	55.00
L3	N0°28'31"E	25.00
L4	N89°32'26"W	20.76

SHEET NUMBER		DRAWING INFO		SHEET INFO	
3 of 3	EXHIBIT FOR PARCEL #S1315214551 STERLING DEVELOPMENT EWING MEADOWS	B000209		DRAWN	WC
		B000209 - VX - BM		CHECKED	RG
		1"=40'		LAST EDIT	9/20/2021
				PLOT DATE	9/20/2021

NV5
690 Industry Way, Suite 10
Meridian, ID 83642
208-342-5400 www.NV5.com

NV5 Delivering Solutions Improving Lives

Parcel S1315244600 - LEGAL DESCRIPTION Date: September 13, 2021

A parcel of land being a portion of the E1/2 NW 1/4 Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3.25" Brass Cap stamped "PLS 12087" for the NW corner of said Section 15, (Corner Record No. 2019-004520), **WHENCE** a found 5/8" rebar with yellow plastic cap stamped "PLS 972" for the North 1/4 corner of said Section 15, (Corner Record No. 8020753), bears South 89°41'07" East, a distance of 2,647.00 feet;

THENCE South 89°41'07" East, coincident with the northerly section line of said Section 15 (also being the centerline of W Hubbard Road), a distance of 1323.50 feet to the W 1/16 corner commons to Sections 10 and 15;

THENCE coincident with the W1/16th line of Section 15, South 0°28'22" West a distance of 2503.75 feet to a point on the westerly boundary of that parcel described in Vacation Resolution Number 1037, Instrument No. 112062761, Ada County Records, said point also being the **POINT OF BEGINNING**;

THENCE coincident with the easterly, southerly, westerly, and northerly boundaries of said Instrument No. 112062761, the following ten courses:

Coincident with said W1/16th line, South 0°28'22" West a distance of 50.20 feet;

Leaving said W1/16th line, South 45°44'58" East a distance of 28.76 feet;

South 0°28'31" West a distance of 55.00 feet to a point on the northerly right-of-way of W Ardell Road;

Coincident with said northerly right-of-way, South 89°32'26" East a distance of 69.94 feet;

Leaving said northerly right-of-way; North 0°28'31" East a distance of 4.37 feet;

North 44°26'49" West a distance of 28.25 feet;

North 0°28'31" East a distance of 124.61 feet;

North 89°31'36" West a distance of 50.00 feet;

South 0°28'31" West a distance of 4.00 feet;

South 46°40'56" West a distance of 28.76 feet to the **POINT OF BEGINNING**.

NV5 Delivering Solutions Improving Lives

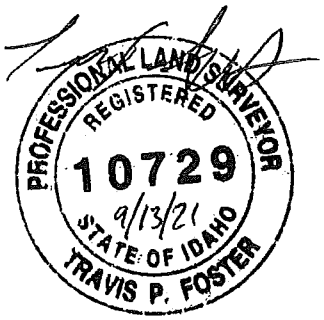
The above-described parcel contains 9,190.67 square feet or 0.21 acres, more or less.

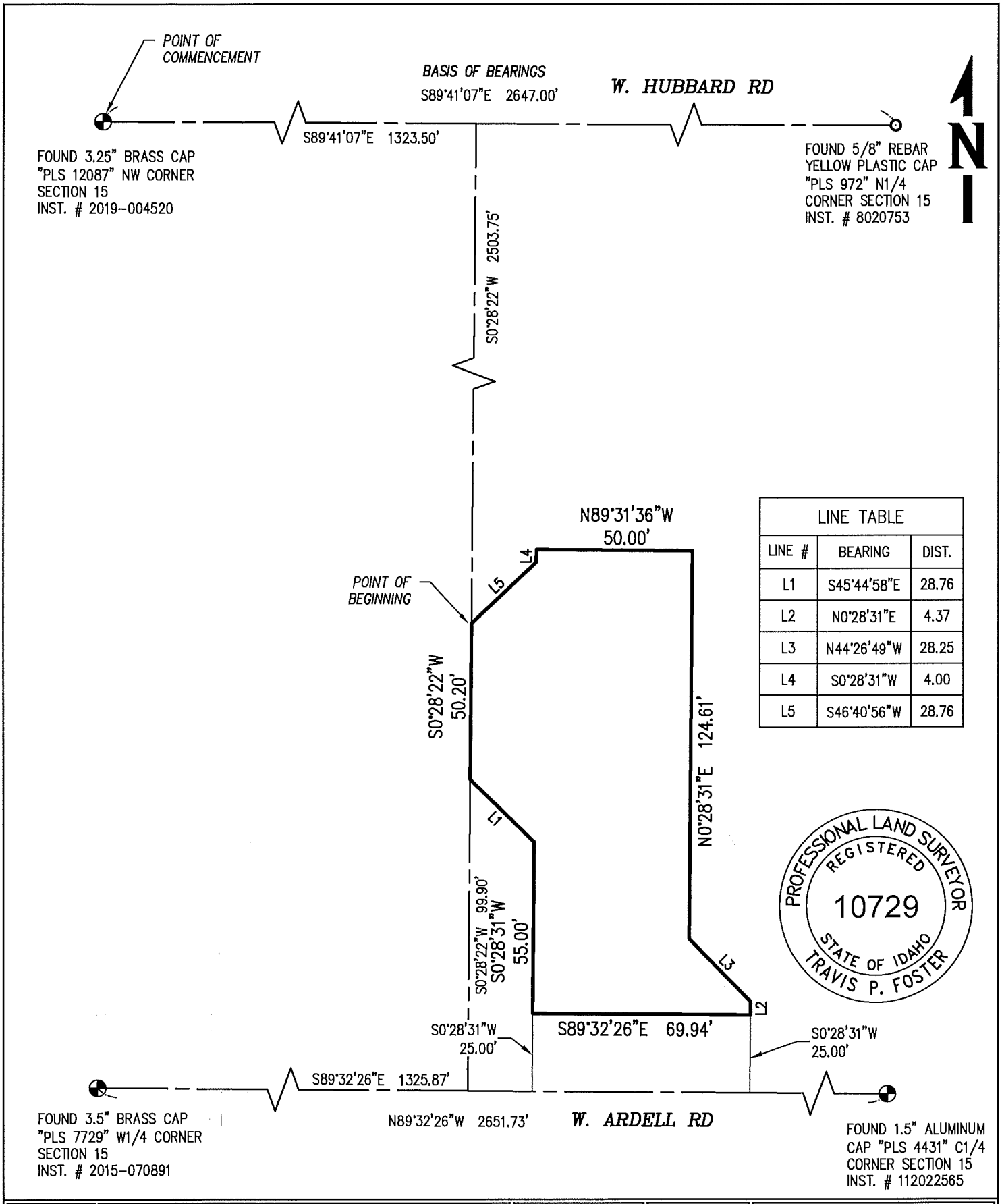
Together with and subject to covenants, easements, rights of ways and restrictions of record.

The basis of bearings for this description is Grid North, Idaho State Plane West Zone, South 89°41'07" East between the NW corner and the North 1/4 corner of said Section 15.

Travis P. Foster, P.L.S License No. 10729

End of Description





LINE TABLE		
LINE #	BEARING	DIST.
L1	S45°44'58"E	28.76
L2	N0°28'31"E	4.37
L3	N44°26'49"W	28.25
L4	S0°28'31"W	4.00
L5	S46°40'56"W	28.76

PROFESSIONAL LAND SURVEYOR
REGISTERED
10729
STATE OF IDAHO
TRAVIS P. FOSTER

SHEET NUMBER		DRAWING INFO		SHEET INFO	
3 of 3	EXHIBIT FOR PARCEL #S1315244600 STERLING DEVELOPMENT EWING MEADOWS	B000209		DRAWN	WC
		B000209 - VX - BM		CHECKED	RG
		1"=40'		LAST EDIT	9/20/2021
				PLOT DATE	9/20/2021

NV5
690 Industry Way, Suite 10
Meridan, ID 83642
208-342-5400 www.NV5.com

2301961DE

A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO 1
BOISE IDAHO 10/23/03 02:39 PM
DEPUTY Bonnie Oberbillig
RECORDED – REQUEST OF
Pioneer
AMOUNT 3.00
103180556

WARRANTY DEED

For Value Received Kenneth D. Wiscombe and Deborah A. Wiscombe, husband and wife also known as Kenneth Dean Wiscombe and Deborah Ann Wiscombe, husband and wife hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Y.E.S. Development L.L. C. an Idaho Limited Liability Company

hereinafter referred to as Grantee, whose current address is 1500 El Dorado Suite #4 Boise, Idaho 83704 , the following described premises, to-wit:

PARCEL II:

The East half of the Northwest quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: October 22, 2003

Kenneth D. Wiscombe
By: Kenneth D. Wiscombe

Deborah A. Wiscombe
By: Deborah A. Wiscombe

STATE OF IDAHO. County of ADA, ss.

On this 22nd day of October, in the year of 2003, before me the undersigned, notary public personally appeared Kenneth D. Wiscombe and Deborah A. Wiscombe known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

DESIREE A. EGUSQUIZA NOTARY PUBLIC STATE OF IDAHO

Desiree A. Egusquiza
Notary Public of IDAHO
Residing at Nampa, Idaho
Commission expires: March 9, 2006

AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO)
) ss
COUNTY OF ADA)

I, TECO ONE LLC (name), 1500 N. ELDORADO (address)

BOISE (city), IDAHO (state) being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to

   Sterling Land Development, Inc. 1159 E. Iron Eagle Drive, Suite 170-K Eagle ID 83616

   to submit the accompanying application pertaining to that property. SO LONG AS PROPERTY IS UNDER CONTRACT AND IN GOOD STANDINGS WITH BOTH PARTIES. JTE

Address or location of property: 4387 W. Hubbard Road Kuna, ID 83642

2. I agree to indemnify, defend and hold the City of Kuna and it's 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.

   Type of application: Zone Change, Preliminary Plat

Dated this 10 day of MAY, 20 21.

(Signature)

SUBSCRIBED AND SWORN to before me the day and year first above written.

Notary Public for Idaho
Residing at ADA COUNTY

My Commission Expires: 4-13-2026

SHELLLY MOODY
COMMISSION #20201319
NOTARY PUBLIC
STATE OF IDAHO

Neighborhood Meeting Certification

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

KUNA Planning & Zoning

You **must** conduct a Neighborhood Meeting **prior** to submission of an application for Annexation; Rezone; Special Use Permit; Subdivision; and Variance. Please see Kuna City Code 5-1A-2 for more information or contact the Planning & Zoning Department at (208) 922-5274.

The Neighborhood Meeting Certification packet includes the following:

- Neighborhood Meeting Certification – This acts as quick reference information regarding your project.
- Sign-in Sheet – This provides written record of who attended your Neighborhood Meeting.
- Neighborhood Meeting Minutes – Provides space in which to record the items discussed and any concerns attendees may have.

A Neighborhood Meeting cannot take place more than two (2) months prior to acceptance of the application and an application will not be accepted before the meeting is conducted. You are required to mail written notification of your meeting, allowing at least fourteen (14) days before your meeting for property owners to plan to attend. **Contacting and/or meeting individually with property owners will not fulfill Neighborhood Meeting requirements.** You may request a 300' property owners mailing list by completing the Neighborhood Meeting Mailing List Request form located under Forms & Applications on the City of Kuna website.

Neighborhood Meetings must be held on either a weekend between 10:00 Am & 7:00 PM, or a weekday between 6:00 PM & 8:00 PM. The meeting **cannot** be conducted on holidays, holiday weekends, or the day before/after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- Subject property;
- Nearest available public meeting place (i.e. Libraries, Community Centers, etc.); or
- An office space within a one (1) mile radius of the subject property.

Once you have held your Neighborhood Meeting, please complete this certification form and include with your application along with the Sign-in Sheet, Neighborhood Meeting Minutes & a copy of the notification mailed to attendees.

Description of proposed project: Single family detached residential subdivision with a mix of lot sizes ranging from 50' wide up to 80' wide + with a variety of community amenities and open space

Date of Meeting: 5-6-21 Time: 6:00pm

Meeting Location: Crimson Point Elementary School Cafeteria Room located at 1941 N. Shayla Avenue, Kuna, ID 83634 and via Zoom

Site Information

Location: Quarter NW Section 15 Township 2N Range 1W Total Acres 79

Subdivision Name: _____ Lot ____ Block ____

Address: 4387 W Hubbard Road, Kuna, ID

Parcel No(s).: S1315212403

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: YES Development, LLC

Address: 1500 N Eldorado Street, Boise, ID 83704

Contact Person

Name: Brian Sinderhoff

Business Name (if applicable): Sterling Land Development, Inc.

Address: 1159 E. Iron Eagle Drive, Suite 170-K, Eagle, ID 83616

Phone: 949-226-4482 Email: bls@sterlinghomes.us

Applicant

Name: Bonnie Layton

Address: 690 S. Industry Way, Suite 10, Meridian, ID 83642

Phone: 208-724-2624 Email: bonnie.layton@nv5.com

I, Bonnie Layton, *certify that a Neighborhood Meeting was conducted at the time and location noted on this form in accordance with Kuna City Code 5-1A-2.*

Applicant Signature: Bonnie Layton Digitally signed by Bonnie Layton Date: 2021.05.24 15:34:29 -06'00' Date: 5-24-21

SIGN-IN SHEET

Project Name: Sterling Meadows 5-6-21

	Name	Address	Phone
1	Tim Eck	6153 W Hwy 44	850 0521
2	Jack Ewing	1566 N. Eldorado Boise	863-1696
3	RYAN JACOBSON	2755 W. GAINSBORO DR.	208-484-5487
4	Neil Durrant	4000 W Hubbard Rd	208-941-3839
5	Jill Scott	2322 W Bright Ct	208-392-3467
6	Sandy Harwood	3550 N. Bierleywood	208-371-9348
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Attendee Report

Report Generated: 5/7/2021 11:44

Topic	Webinar ID	Actual Start Time	Actual Duration (mint	# Registered	# Cancelled	Unique Viewers	Total Users
Sterling Meadows Ne	898 0S16 6346	5/6/2021 17:54	28	3	0	3	9

Host Details

Attended	User Name (Original I	Email	Join Time	Leave Time	Time in Session (minu	Country/Region Name
Yes	Bonnie Layton	blayton@whpacific.cc	5/6/2021 17:54	5/6/2021 18:02	9	United States
Yes	Bonnie Layton	blayton@whpacific.cc	5/6/2021 18:03	5/6/2021 18:20	18	United States

Panelist Details

Attended	User Name (Original I	Email	Join Time	Leave Time	Time in Session (minu	Country/Region Name

Attendee Details

Attended	User Name (Original I	First Name	Last Name	Email	Address	City	Country/Region
Yes	Carol Miller	Carol	Miller	caherrerias@sbcglobal.net	2720 W. Gainsboro D	Kuna	US
Yes	Carol Miller	Carol	Miller	caherrerias@sbcglobal.net			
Yes	Carol Miller	Carol	Miller	caherrerias@sbcglobal.net			
Yes	Ryan Young	Ryan	Young	Ryan.young@nv5.com	690 e industry way	Meridian	US
Yes	Brian Sinderhoff	Brian	Sinderhoff	bls@sterlinghomes.us	611 S 8Th St	Boise	US
Yes	Brian Sinderhoff	Brian	Sinderhoff	bls@sterlinghomes.us			
Yes	Brian Sinderhoff	Brian	Sinderhoff	bls@sterlinghomes.us			

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 5-6-21 Number of Attendees: 7

Location: Crimson Point Elementary School Cafeteria Room located at 1941 N. Shayla Avenue, Kuna, ID 83634 and via Zoom

Project Description: single family residential subdivision with a variety of lot sizes ranging from 50' wide to 80' wide

Attendee Comments or Concerns:

Impact on Neil Durrant's property when Shayla Avenue is connected to Hubbard Road

Sewer connection and servicability

Traffic at the intersection of Ardell and Ten Mile upon build out of project

School district's capacity for additional students

I, Bonnie Layton, *hereby certify the above information and the information provided within these forms is true, complete and correct to the best of my knowledge.*

Applicant Signature: Bonnie Layton Digitally signed by Bonnie Layton Date: 2021.05.24 15:41:31 -06'00' Date: 5-24-21

NV5 Delivering Solutions Improving Lives

April 21, 2021

Subject: Sterling Meadows Neighborhood Meeting

Dear Neighbor:

You are invited to attend a neighborhood meeting to discuss plans to develop a residential subdivision of approximately 80 acres in Kuna, ID (please see attached map for project location).

The meeting will be held on **Thursday, May 6, 2021 at 6:00pm** at Crimson Point Elementary School – Cafeteria Room located at 1941 N. Shayla Avenue, Kuna, ID 83634.

Additionally, due to COVID-19 concerns, you will be able to attend the meeting online via Zoom. To do so please register in advance for this webinar at:

https://us02web.zoom.us/webinar/register/WN_LnfjSuFGQCuru7B-qeyorw

After registering, you will receive a confirmation email containing information about joining the webinar.

If you are unable to attend the meeting, have any questions about the meeting, or questions about the proposed project, please do not hesitate to call me at 208-275-8742 or e-mail me at bonnie.layton@nv5.com

Sincerely,

Bonnie Layton

Bonnie Layton
Senior Planner


Hubbard Road
Project Site
Ardell Road
Ten Mile Road
W Hubbard Rd
S Black Cat Rd
N Black Cat Rd
N Greenbush Rd
Crimson Point Elementary
N

From: Terasa O"Brien
To: Bonnie Layton
Cc: Matt Munger; Ryan Young
Subject: Fw: Ewing Meadows Subdivision Name Reservation
Date: Monday, May 24, 2021 12:30:20 PM
Attachments: image001.png

Ewing Meadows was accepted below.

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Monday, May 24, 2021 12:28 PM
To: Terasa O'Brien <Terasa.O'Brien@nv5.com>
Cc: Travis Foster <Travis.Foster@nv5.com>
Subject: RE: Ewing Meadows Subdivision Name Reservation

May 24, 2021

Travis Foster, NV5
Terasa O'Brien, NV5

RE: Subdivision Name Reservation: **EWING MEADOWS SUBDIVISION**

At your request, I will reserve the name **Ewing Meadows Subdivision** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,

Glen Smallwood
Surveying Technician

Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7926 *office*
(208) 287-7909 *fax*

From: Terasa O'Brien <Terasa.O'Brien@nv5.com>
Sent: Monday, May 24, 2021 10:05 AM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Cc: Bonnie Layton <Bonnie.Layton@nv5.com>; Matt Munger <Matt.Munger@nv5.com>; Ryan Young

<Ryan.Young@nv5.com>
Subject: [EXTERNAL] Subdivision name request

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Hello,

We would like to reserve the subdivision name "Ewing Meadows" for the parcels noted below.

- **Parcel numbers - S1315212403 and S1315244600**
- **Owner - Brian Sinderhoff, 949.226.4482**
- **Developer - Sterling Land Development, Inc - Brian Sinderhoff - 949.226.4482**
- **Surveyor - Travis Foster - 208.275.8703**

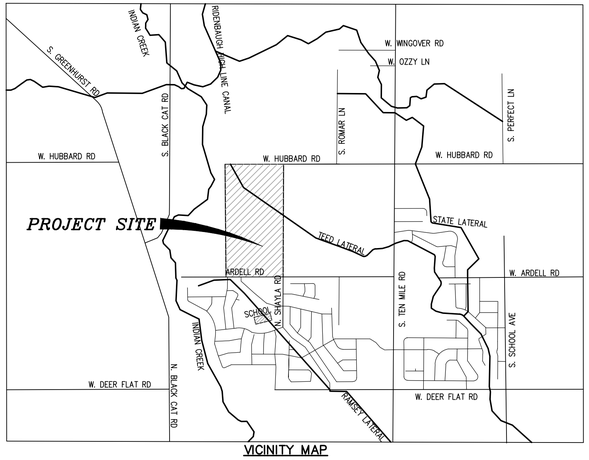
Kind Regards,

Terry O'Brien **| Administrative Assistant**
NV5 Company | 690 Industry Way, Ste 10 Meridian, ID 83642
Phone: 208.342.5400 | terry.obrien@nv5.com
Delivering Solutions | Improving Lives

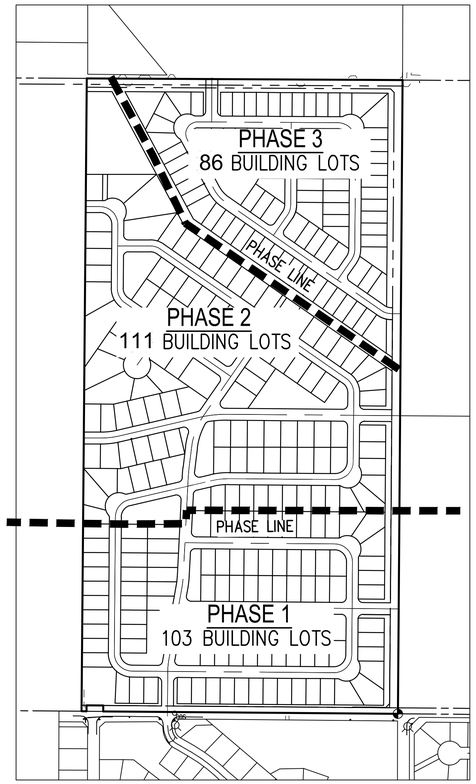
XREF INDEX:

A PRELIMINARY PLAT OF
EWING MEADOWS SUBDIVISION

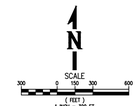
SITUATED ENTIRELY IN THE NE $\frac{1}{4}$
OF THE NW$\frac{1}{4}$ OF SECTION 15,
T.2N., R.1W., B.M.
CITY OF KUNA,
ADA COUNTY, IDAHO



VICINITY MAP
–NTS–

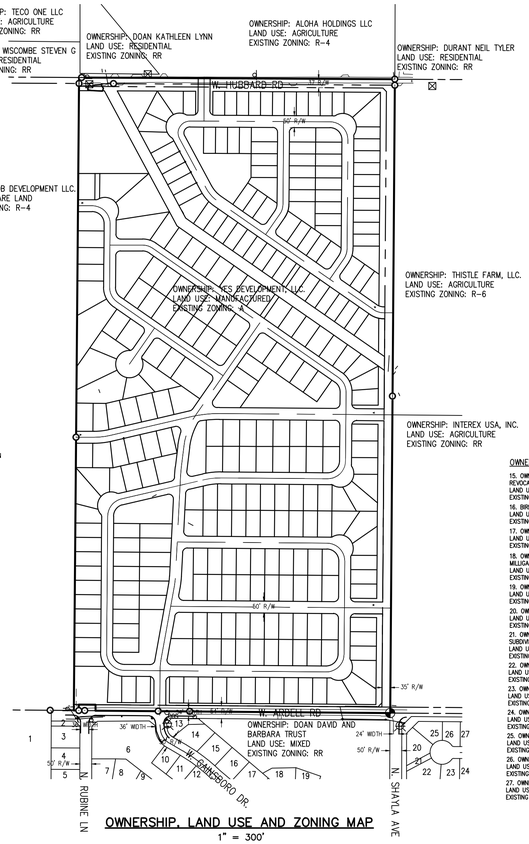


PHASING PLAN MAP
1" = 300'



OWNERS WITHIN 300'

1. OWNERSHIP: CHALLENGER DEVELOPMENT LLC.
LAND USE: BARE LAND
EXISTING ZONING: R-6
2. OWNERSHIP: CRIMSON POINT SUBDIVISION HOA
LAND USE: BARE LAND
EXISTING ZONING: R-3
3. OWNERSHIP: FRY DAVID H
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
4. OWNERSHIP: MURRAY RYAN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
5. OWNERSHIP: JACKSON MICHELLE DAWN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
6. OWNERSHIP: CRIMSON POINT SUBDIVISION HOA
LAND USE: BARE LAND
EXISTING ZONING: R-3
7. OWNERSHIP: MEDINA AMY E DANIELS TESTAMENTARY TRUST
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
8. OWNERSHIP: ACEVEDO HUMBERTO BENJAMIN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
9. OWNERSHIP: DUCKWITZ MATHEW N
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
10. OWNERSHIP: JACOBSON RYAN K
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
11. OWNERSHIP: MIRAHCIC ARMIN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
12. OWNERSHIP: RB GAINSBORO TRUST
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
13. OWNERSHIP: CRIMSON POINT SUBDIVISION HOA
LAND USE: BARE LAND
EXISTING ZONING: R-3
14. OWNERSHIP: RIEGER BRANDON
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3



OWNERS WITHIN 300', CONT.

15. OWNERSHIP: MILLER FAMILY REVOCABLE LIVING TRUST
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
16. OWNERSHIP: BIRD THOMAS R
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
17. OWNERSHIP: MARKS DELMAR WAYNE
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
18. OWNERSHIP: O'BRIEN NATALIE MULIGAN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
19. OWNERSHIP: HARWOOD SANDRA K
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
20. OWNERSHIP: AMDON ROBERT K
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
21. OWNERSHIP: CRIMSON POINT HOA SUBDIVISION
LAND USE: BARE LAND
EXISTING ZONING: R-6
22. OWNERSHIP: MCKNIGHT ANTOINETTE
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
23. OWNERSHIP: BARTON AUSTIN K
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
24. OWNERSHIP: HARRIS MICHAEL T
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
25. OWNERSHIP: TRIPPLE TATE J
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
26. OWNERSHIP: SOEST LARRY
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
27. OWNERSHIP: KINNEY JOHN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6

OWNERSHIP, LAND USE AND ZONING MAP
1" = 300'

APPLICANT
BRIAN SINDERHOFF
STERLING LAND DEVELOPMENT, INC.
1159 E. IRON EAGLE DRIVE, STE 170–K
EAGLE, ID 83616
(949) 226–4482

PLANNER
BONNIE LAYTON
NV5
690 INDUSTRY WAY, STE 10
MERIDIAN, ID 83642
(208) 342–5400

ENGINEER
RYAN YOUNG, P.E.
NV5
690 INDUSTRY WAY, STE 10
MERIDIAN, ID 83642
(208) 342–5400

SURVEYOR
TRAVIS FOSTER, PLS, CFedS
NV5
690 INDUSTRY WAY, STE 10
MERIDIAN, ID 83642
(208) 342–5400

NV5
690 Industry Way, Suite 10
Meridian, ID 83642
208-342-5400 www.NV5.com

PROFESSIONAL ENGINEER
LICENSED
20108
STATE OF IDAHO
RYAN C YOUNG

REVISIONS			
NO.	BY	DATE	REMARKS

SHEET INFO	
DESIGNED	RCY
DRAWN	KVP
CHECKED	RCY
APPROVED	RCY
LAST EDIT	6/10/2021
PLOT DATE	6/10/2021
SUBMITTAL	

SCALE AS SHOWN

PRELIMINARY PLAT
COVER SHEET
STERLING LAND DEVELOPMENT, INC.
EWING MEADOWS SUBDIVISION

PROJECT NUMBER B000209.00
DRAWING FILE NAME B000209-C-PPLT02

SHEET NUMBER PP1

[DATE: 6/10/2021 1:50 PM] [AUTHOR: kiera.vanpatten] [PLOTTER: DWG To PDF.pc3] [STYLE: WHP-Standard.ctb]
[PATH: P:\Sterling Land Development, Inc\229121-B000209.00\Execution\Drawings\Civil\B000209-C-PPLT02.dwg] [LAYOUT: C1.0]

XREF INDEX:

DEVELOPMENT FEATURES

TOTAL ACRES	80.75 ACRES
TOTAL LOTS	319 LOTS
TOTAL COMMON LOTS	21 LOTS
BUILDING LOTS	298 LOTS
50' LOTS	84 LOTS
60' LOTS	113 LOTS
70' LOTS	101 LOTS
AVERAGE BUILDING LOT SIZE	7272 SF
RESIDENTIAL DENSITY (GROSS)	3.69 UNITS/Ac.
RESIDENTIAL DENSITY (NET)	5.99 UNITS/Ac.
EXISTING ZONING	A
PROPOSED ZONE	R-6
MINIMUM BUILDING LOT SIZE	4729 SF
TOTAL OPEN SPACE	12.16 ACRES
% OF OPEN SPACE	15.06%

SEWER
CITY OF KUNA

WATER
CITY OF KUNA

IRRIGATION
BOISE BOARD OF CONTROL

SCHOOL
KUNA SCHOOL DISTRICT

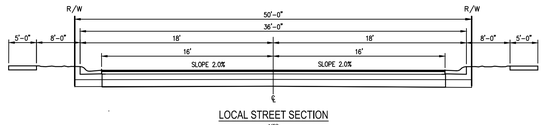
EMERGENCY SERVICES
FIRE – KUNA RURAL FIRE DISTRICT
POLICE – CITY OF KUNA

NOTES

1) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY SHALL HAVE A 10' UTILITY EASEMENT.
2) ALL SANITARY SEWER MAINS SHALL BE 8" ø UNLESS OTHERWISE SHOWN.
3) ALL WATER MAINS SHALL BE 12" ø UNLESS OTHERWISE SHOWN.
4) DRAINAGE SHALL BE DETAINED ON SITE VIA SURFACE AND/OR SUBSURFACE FACILITIES AS APPROVED BY THE CITY OF KUNA AND ACHD.
5) POTABLE WATER SERVICE PROVIDED BY CITY OF KUNA.
6) BLOCK 1 LOT 18, BLOCK 3 LOT 11, BLOCK 4 LOTS 4 & 22, BLOCK 5 LOTS 1 & 11, BLOCK 6 LOT 1, BLOCK 7 LOT 1, BLOCK 8 LOT 1, BLOCK 10 LOT 8, BLOCK 11 LOTS 1, 11, 23 & 25, BLOCK 12 LOTS 1, 10, 30 & 31, BLOCK 13 LOT 21, BLOCK 14 LOT 1 & BLOCK 15 LOT 1 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE H.O.A.
7) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
8) SANITARY SEWER SERVICE PROVIDED BY CITY OF KUNA.
9) THIS DEVELOPMENT RECOGNIZES IDAHO CODE §22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURE 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".
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12) ALL SANITARY SEWER MANHOLE INVERTS SHALL BE AT A MINIMUM DEPTH OF 6 FEET BELOW THE PROPOSED FINISHED GRADE.

A PRELIMINARY PLAT OF
EWING MEADOWS SUBDIVISION

SITUATED ENTIRELY IN THE NE 1/4 OF THE NW1/4 OF SECTION 15, T.2N., R.1W., B.M. CITY OF KUNA, ADA COUNTY, IDAHO



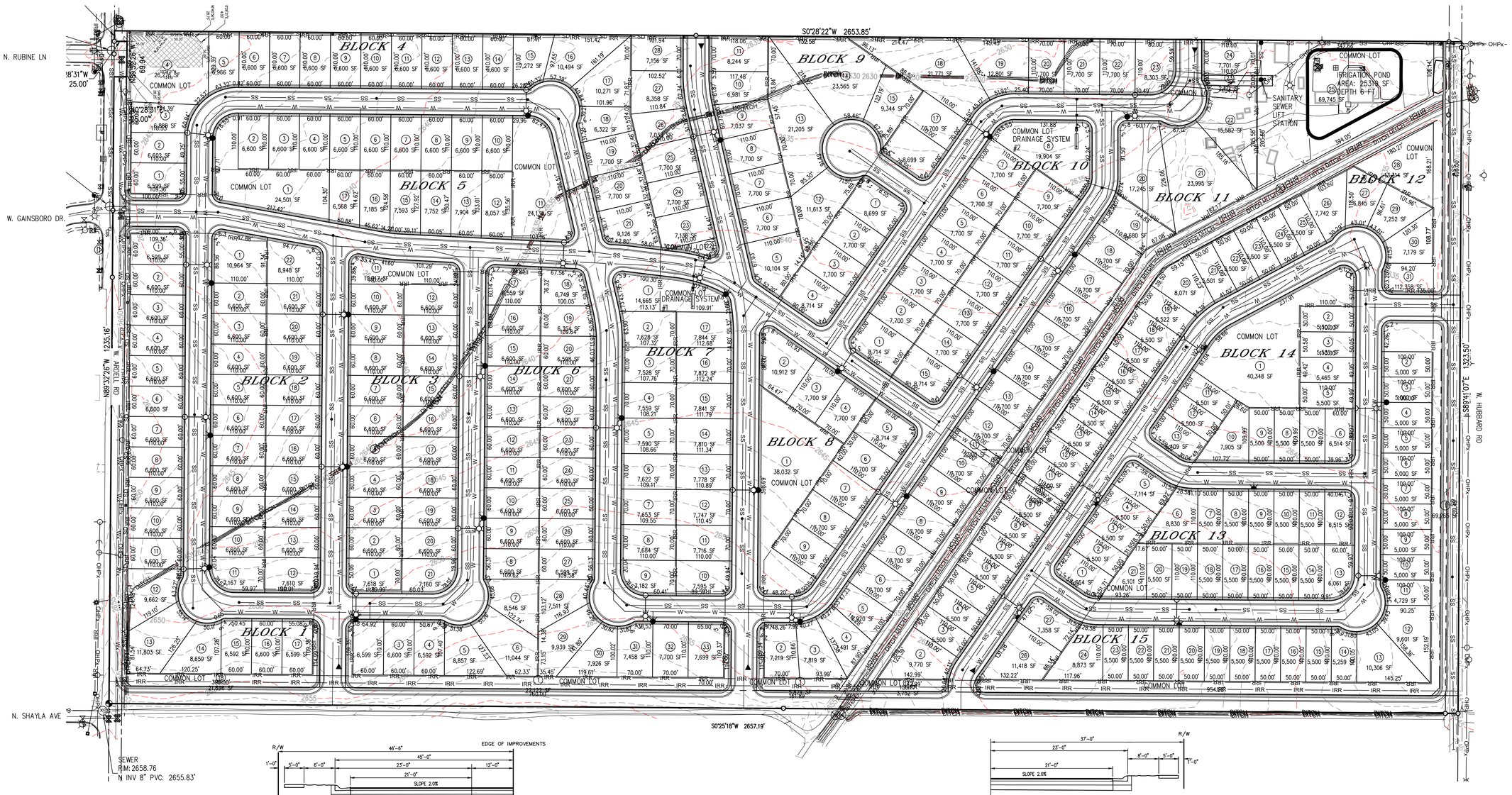
LOCAL STREET SECTION
-NTS-

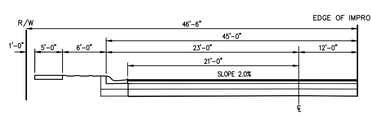
LEGEND

EXISTING FENCE
PROPERTY BOUNDARY
RIGHT OF WAY LINE
EXISTING ROAD CENTERLINE
EDGE OF PAVEMENT
EXISTING LOT LINE
EXISTING SEWER LINE W/ MANHOLE
EXISTING WATER MAIN
EXISTING WATER VALVE
EXISTING WATER WELL
EXISTING STORM CATCH BASIN
EXISTING LIGHT POLE
EXISTING SIGN

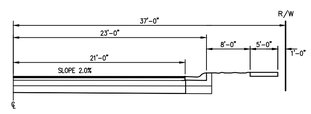
PROPOSED ROAD CENTERLINE
PROPOSED ROAD RIGHT OF WAY
PROPOSED LOT LINE
BLOCK AND LOT NUMBER
PROPOSED REVERSE LIP ROLLED CURB, GUTTER & SIDEWALK
PROPOSED SANITARY SEWER W/ MANHOLE
PROPOSED 12" WATER MAIN
PROPOSED PRESSURE IRRIGATION
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
PROPOSED BLOW-OFF VALVE ASSEMBLY

SCALE
100 0 50 100 200
(FEET)
1 INCH = 100 FT.





SHAYLA AVE. STREET SECTION
-NTS-



W. HUBBARD RD. STREET SECTION
-NTS-

NV5
690 Industry Way, Suite 10
Meridian, ID 83642
208-342-5400 www.NV5.com

PROFESSIONAL ENGINEER LICENSED 20108 STATE OF IDAHO RYAN C YOUNG 5/12/21

REVISIONS			
NO.	BY	DATE	REMARKS

SHEET INFO	
DESIGNED	RCY
DRAWN	KVP
CHECKED	RCY
APPROVED	RCY
LAST EDIT	7/6/2021
PLOT DATE	7/6/2021
SUBMITTAL	

PRELIMINARY PLAT
STERLING LAND DEVELOPMENT, INC.
EWING MEADOWS SUBDIVISION

PROJECT NUMBER	DRAWING FILE NAME
B000209.00	B000209-C-PPLT02

SCALE: AS SHOWN

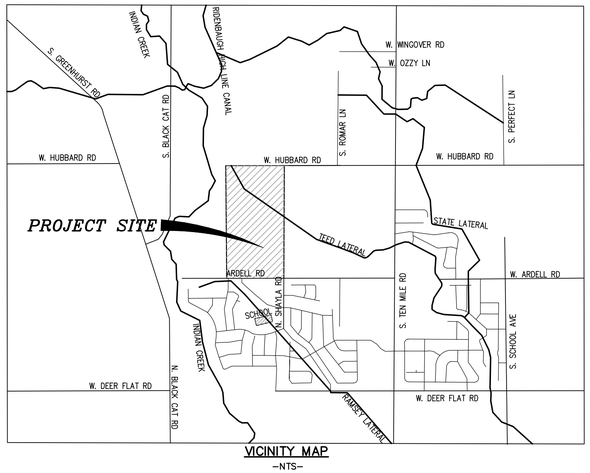
SHEET NUMBER
PP2

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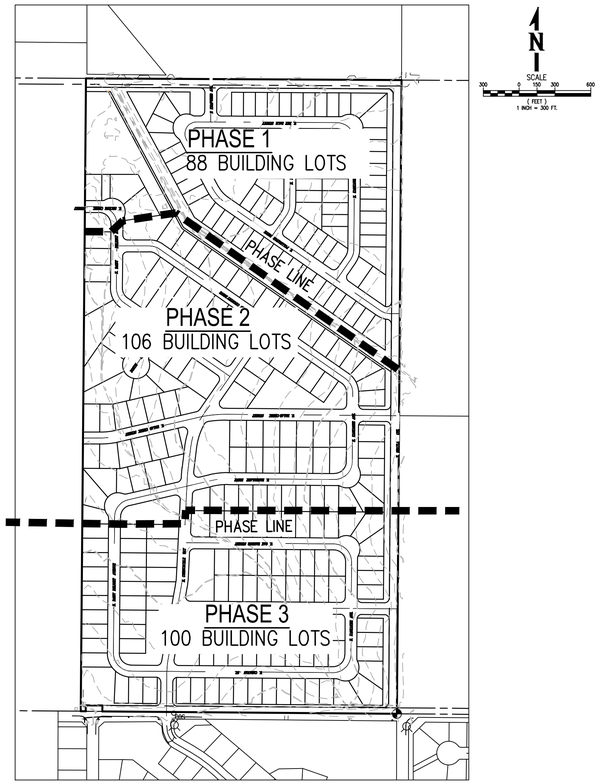
XREF INDEX:

A PRELIMINARY PLAT OF
EWING MEADOWS SUBDIVISION

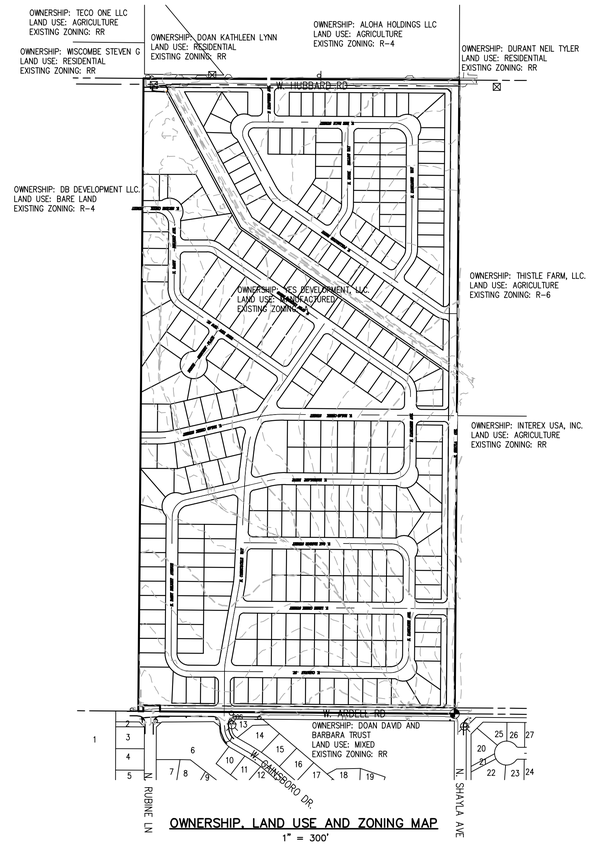
SITUATED ENTIRELY IN THE NE $\frac{1}{4}$
OF THE NW$\frac{1}{4}$ OF SECTION 15,
T.2N., R.1W., B.M.
CITY OF KUNA,
ADA COUNTY, IDAHO



VICINITY MAP
-NTS-



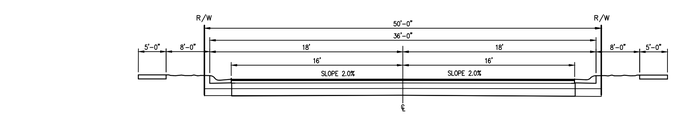
PHASING PLAN MAP
1" = 300'



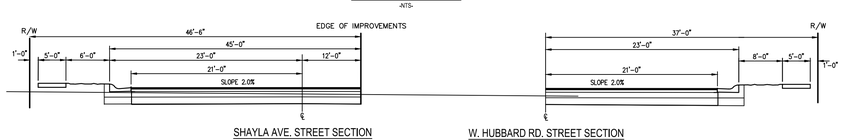
OWNERSHIP, LAND USE AND ZONING MAP
1" = 300'

OWNERS WITHIN 300'

1. OWNERSHIP: CHALLENGER DEVELOPMENT LLC.
LAND USE: BARE LAND
EXISTING ZONING: R-6
2. OWNERSHIP: CRIMSON POINT SUBDIVISION HOA
LAND USE: BARE LAND
EXISTING ZONING: R-3
3. OWNERSHIP: FRY DAVID H
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
4. OWNERSHIP: MURRAY RYAN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
5. OWNERSHIP: JACKSON MICHELLE DAWN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
6. OWNERSHIP: CRIMSON POINT SUBDIVISON HOA
LAND USE: BARE LAND
EXISTING ZONING: R-3
7. OWNERSHIP: MEDINA AMY E DANIELS TESTAMENTARY TRUST
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
8. OWNERSHIP: ACEVEDO HUMBERTO BENJAMIN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
9. OWNERSHIP: DUCKWITZ MATHEW N
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
10. OWNERSHIP: JACOBSON RYAN K
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
11. OWNERSHIP: MIRAHOIC ARMIN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
12. OWNERSHIP: RB BAINSBORO TRUST
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
13. OWNERSHIP: CRIMSON POINT SUBDIVISION HOA
LAND USE: BARE LAND
EXISTING ZONING: R-3
14. OWNERSHIP: RIEGER BRANDON
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
15. OWNERSHIP: MILLER FAMILY REVOCABLE LIVING TRUST
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
16. BIRD THOMAS R
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
17. OWNERSHIP: HARRIS DELMAR WAYNE
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
18. OWNERSHIP: O'BRIEN NATALIE MILLIGAN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
19. OWNERSHIP: HAYWOOD SANDRA K
LAND USE: RESIDENTIAL
EXISTING ZONING: R-3
20. OWNERSHIP: AMDON ROBERT K
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
21. OWNERSHIP: CRIMSON POINT HOA SUBDIVISION
LAND USE: BARE LAND
EXISTING ZONING: R-6
22. OWNERSHIP: MOONIGHT ANTONETTE
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
23. OWNERSHIP: BARTON AUSTIN K
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
24. OWNERSHIP: HARRIS MICHAEL T
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
25. OWNERSHIP: TRIPPLE TATE J
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
26. OWNERSHIP: SOEST LARRY
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6
27. OWNERSHIP: KRINGEY JOHN
LAND USE: RESIDENTIAL
EXISTING ZONING: R-6



LOCAL STREET SECTION
-NTS-



SHAYLA AVE. STREET SECTION
-NTS-

W. HUBBARD RD. STREET SECTION
-NTS-

APPLICANT
BRIAN SINDERHOFT
STERLING LAND DEVELOPMENT, INC.
1159 E. IRON EAGLE DRIVE, STE 170-K
EAGLE, ID 83616
(949) 226-4482

PLANNER
BONNIE LAYTON
NV5
690 INDUSTRY WAY, STE 10
MERIDIAN, ID 83642
(208) 342-5400

ENGINEER
RYAN YOUNG, P.E.
NV5
690 INDUSTRY WAY, STE 10
MERIDIAN, ID 83642
(208) 342-5400

SURVEYOR
TRAVIS FOSTER, PLS, CFedS
NV5
690 INDUSTRY WAY, STE 10
MERIDIAN, ID 83642
(208) 342-5400

NV5
690 Industry Way, Suite 10
Meridian, ID 83642
208-342-5400 www.NV5.com

PROFESSIONAL ENGINEER
LICENSED
20108
12421
STATE OF IDAHO
RYAN C. YOUNG

REVISIONS

NO.	BY	DATE	REMARKS

SHEET INFO	
DESIGNED	RCY
DRAWN	KVP
CHECKED	RCY
APPROVED	RCY
LAST EDIT	9/29/2021
PLOT DATE	9/29/2021
SUBMITTAL	

PRELIMINARY PLAT
COVER SHEET
STERLING LAND DEVELOPMENT, INC.
EWING MEADOWS SUBDIVISION

PROJECT NUMBER B000209.00
DRAWING FILE NAME B000209-C-PPLT03
SCALE AS SHOWN

SHEET NUMBER
PP1

[DATE: 9/29/2021 11:26 AM] [AUTHOR: ryan.young] [PLOTTER: DWG To PDF.pc3] [STYLE: WHP-Standard.ctb]
[PATH: P:\Sterling Land Development, Inc\229121-B000209.00\Execution\Drawings\Civil\B000209-C-PPLT03.dwg] [LAYOUT: PP01]

XREF INDEX:

DEVELOPMENT FEATURES

TOTAL ACRES	80.75 ACRES
TOTAL LOTS	315 LOTS
TOTAL COMMON LOTS	21 LOTS
BUILDING LOTS	294 LOTS
50' LOTS	84 LOTS
60' LOTS	110 LOTS
70' LOTS	100 LOTS
AVERAGE BUILDING LOT SIZE	7132 SF
RESIDENTIAL DENSITY (GROSS)	3.64 UNITS/Ac.
RESIDENTIAL DENSITY (NET)	4.80 UNITS/Ac.
EXISTING ZONING	A
PROPOSED ZONE	R-6
MINIMUM BUILDING LOT SIZE	4729 SF
TOTAL OPEN SPACE	13.21 ACRES
TOTAL USABLE OPEN SPACE	7.72 ACRES
% OF OPEN SPACE	16.4%
% OF USABLE OPEN SPACE	9.6%

SEWER
CITY OF KUNA

WATER
CITY OF KUNA

IRRIGATION
BOISE BOARD OF CONTROL

SCHOOL
KUNA SCHOOL DISTRICT

EMERGENCY SERVICES
FIRE – KUNA RURAL FIRE DISTRICT
POLICE – CITY OF KUNA

NOTES
1) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY SHALL HAVE A 10' UTILITY EASEMENT.
2) ALL SANITARY SEWER MAINS SHALL BE 8" ø UNLESS OTHERWISE SHOWN.
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6) BLOCK 1 LOT 18, BLOCK 3 LOTS 11, BLOCK 4 LOTS 4 & 22, BLOCK 5 LOTS 1 & 11, BLOCK 6 LOT 1, BLOCK 7 LOTS 1, BLOCK 8 LOT 1, BLOCK 10 LOT 8, BLOCK 11 LOTS 1, 11, 23 & 25, BLOCK 12 LOTS 1, 10, & 28, BLOCK 13 LOT 21, BLOCK 14 LOT 1 & BLOCK 15 LOT 1 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE H.O.A.
7) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
8) SANITARY SEWER SERVICE PROVIDED BY CITY OF KUNA.
9) THIS DEVELOPMENT RECOGNIZES IDAHO CODE §22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURE 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".
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12) ALL SANITARY SEWER MANHOLE INVERTS SHALL BE AT A MINIMUM DEPTH OF 6 FEET BELOW THE PROPOSED FINISHED GRADE.

LEGEND

EXISTING FENCE	PROPOSED ROAD CENTERLINE
PROPERTY BOUNDARY	PROPOSED ROAD RIGHT OF WAY
RIGHT OF WAY LINE	PROPOSED LOT LINE
EXISTING ROAD CENTERLINE	BLOCK AND LOT NUMBER
EDGE OF PAVEMENT	PROPOSED REVERSE LIP ROLLED CURB, GUTTER & SIDEWALK
EXISTING LOT LINE	PROPOSED SANITARY SEWER W/ MANHOLE
EXISTING SEWER LINE W/ MANHOLE	PROPOSED 12" WATER MAIN
EXISTING WATER MAIN	PROPOSED PRESSURE IRRIGATION
EXISTING WATER VALVE	PROPOSED FIRE HYDRANT
EXISTING WATER WELL	PROPOSED STREET LIGHT
EXISTING STORM CATCH BASIN	PROPOSED BLOW-OFF VALVE ASSEMBLY
EXISTING LIGHT POLE	
EXISTING SIGN	

SCALE
100 0 50 100 200
(FEET)
1 INCH = 100 FT.



NV5
690 Industry Way, Suite 10
Meridian, ID 83642
208-342-5400 www.NV5.com

PROFESSIONAL ENGINEER LICENSED 20108 STATE OF IDAHO RYAN C YOUNG

REVISIONS			
NO.	BY	DATE	REMARKS

SHEET INFO	
DESIGNED	RCY
DRAWN	KVP
CHECKED	RCY
APPROVED	RCY
LAST EDIT	9/29/2021
PLOT DATE	9/29/2021
SUBMITTAL	

PRELIMINARY PLAT

STERLING LAND DEVELOPMENT, INC.
EWING MEADOWS SUBDIVISION

SCALE: AS SHOWN
PROJECT NUMBER: B000209.00
DRAWING FILE NAME: B000209-C-PPLT03

SHEET NUMBER
PP2

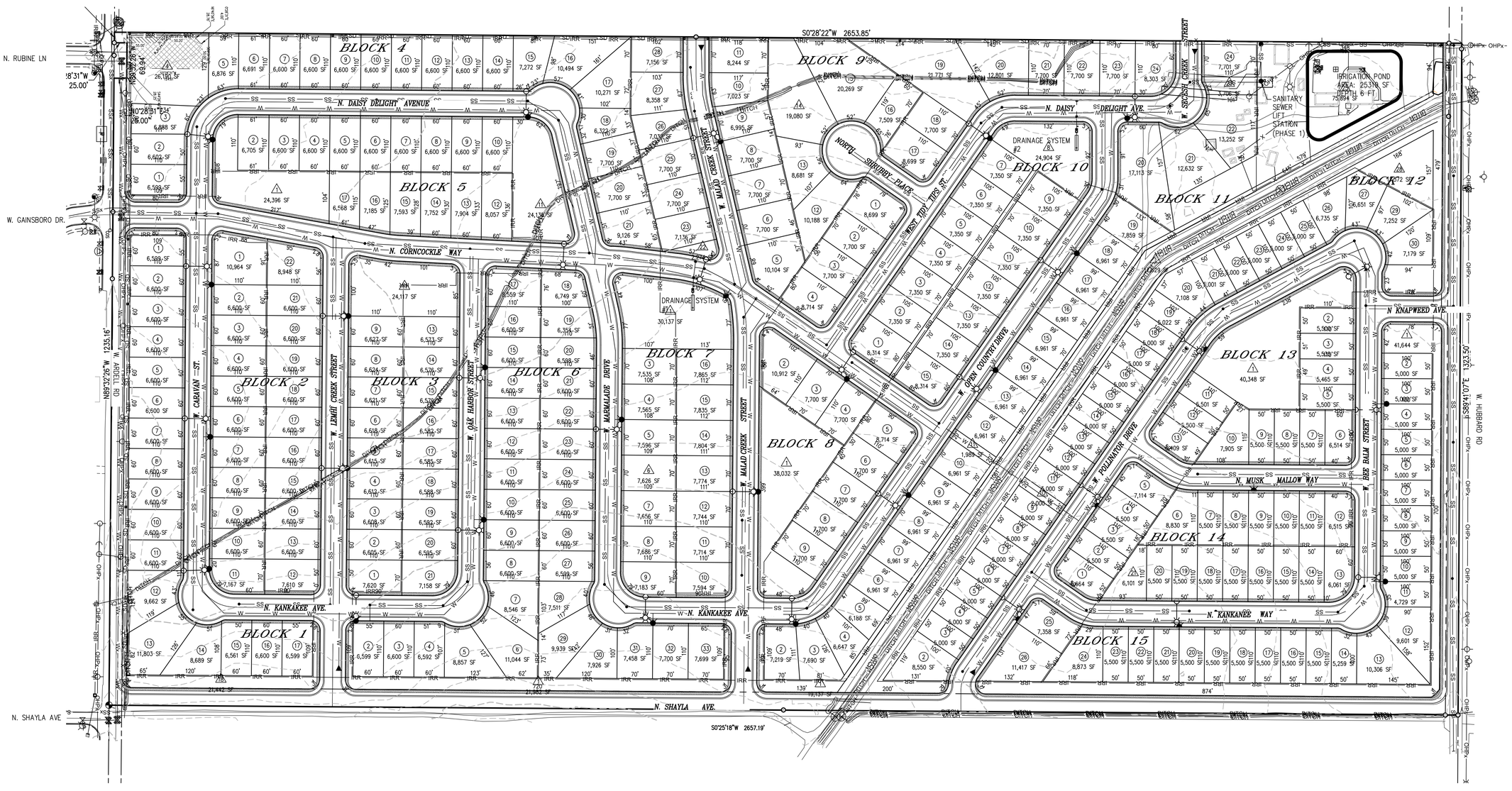
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XREF INDEX:

LEGEND

- EXISTING FENCE
- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- EXISTING ROAD CENTERLINE
- EDGE OF PAVEMENT
- EXISTING LOT LINE
- EXISTING SEWER LINE W/ MANHOLE
- EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING WATER WELL
- EXISTING STORM CATCH BASIN
- EXISTING LIGHT POLE
- EXISTING SIGN
- PROPOSED ROAD CENTERLINE
- PROPOSED ROAD RIGHT OF WAY
- PROPOSED LOT LINE
- BLOCK AND LOT NUMBER (BLOCK 5 (5))
- PROPOSED REVERSE LIP ROLLED CURB, GUTTER & SIDEWALK
- PROPOSED SANITARY SEWER W/ MANHOLE
- PROPOSED 12" WATER MAIN
- PROPOSED PRESSURE IRRIGATION
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- PROPOSED BLOW-OFF VALVE ASSEMBLY

SCALE
100 0 50 100 200
(FEET)
1 INCH = 100 FT.



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PROFESSIONAL ENGINEER LICENSED 20108 STATE OF IDAHO RYAN C YOUNG

REVISIONS			
NO.	BY	DATE	REMARKS

SHEET INFO	
DESIGNED	RCY
DRAWN	KVP
CHECKED	RCY
APPROVED	RCY
LAST EDIT	9/29/2021
PLOT DATE	9/29/2021
SUBMITTAL	

PRELIMINARY PLAT

STERLING LAND DEVELOPMENT, INC.
EWING MEADOWS SUBDIVISION

PROJECT NUMBER B000209.00
DRAWING FILE NAME B000209-C-PPLT03
SCALE AS SHOWN

SHEET NUMBER
PP3

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[PATH: P:\Sterling Land Development, Inc\229121-B000209.00\Execution\Drawings\Civil\B000209-C-PPLT03.dwg] [LAYOUT: PP03]

XREF INDEX:

OPEN SPACE NOTES:

QUALIFIED:

BLOCK 3 LOT 11 – 24117 SF
BLOCK 4 LOT 4 – 10585 SF
BLOCK 4 LOT 22 – 2274 SF
BLOCK 5 LOT 1 – 24396 SF
BLOCK 5 LOT 11 – 24135 SF
BLOCK 7 LOT 1 – 30137 SF
BLOCK 8 LOT 1 – 38032 SF
BLOCK 9 LOT 14 – 19080 SF
BLOCK 10 LOT 8 – 24904 SF
BLOCK 11 LOT 1 – 13112 SF
BLOCK 11 LOT 11 – 1989 SF
BLOCK 11 LOT 23 – 3706 SF
BLOCK 11 LOT 25 – 75894 SF
BLOCK 12 LOT 1 – 4650 SF
BLOCK 12 LOT 10 – 2000 SF
BLOCK 12 LOT 28 – 11572 SF
BLOCK 13 LOT 21 – 6101 SF
BLOCK 14 LOT 1 – 40348 SF
BLOCK 15 LOT 1 – 4650 SF

NON-QUALIFIED:

BLOCK 1 LOT 18 – 21442 SF
BLOCK 4 LOT 4 – 15605 SF
BLOCK 6 LOT 1 – 21982 SF
BLOCK 11 LOT 1 – 5650 SF
BLOCK 11 LOT 25 – 25310 SF
BLOCK 12 LOT 1 – 112979 SF
BLOCK 15 LOT 1 – 36994 SF

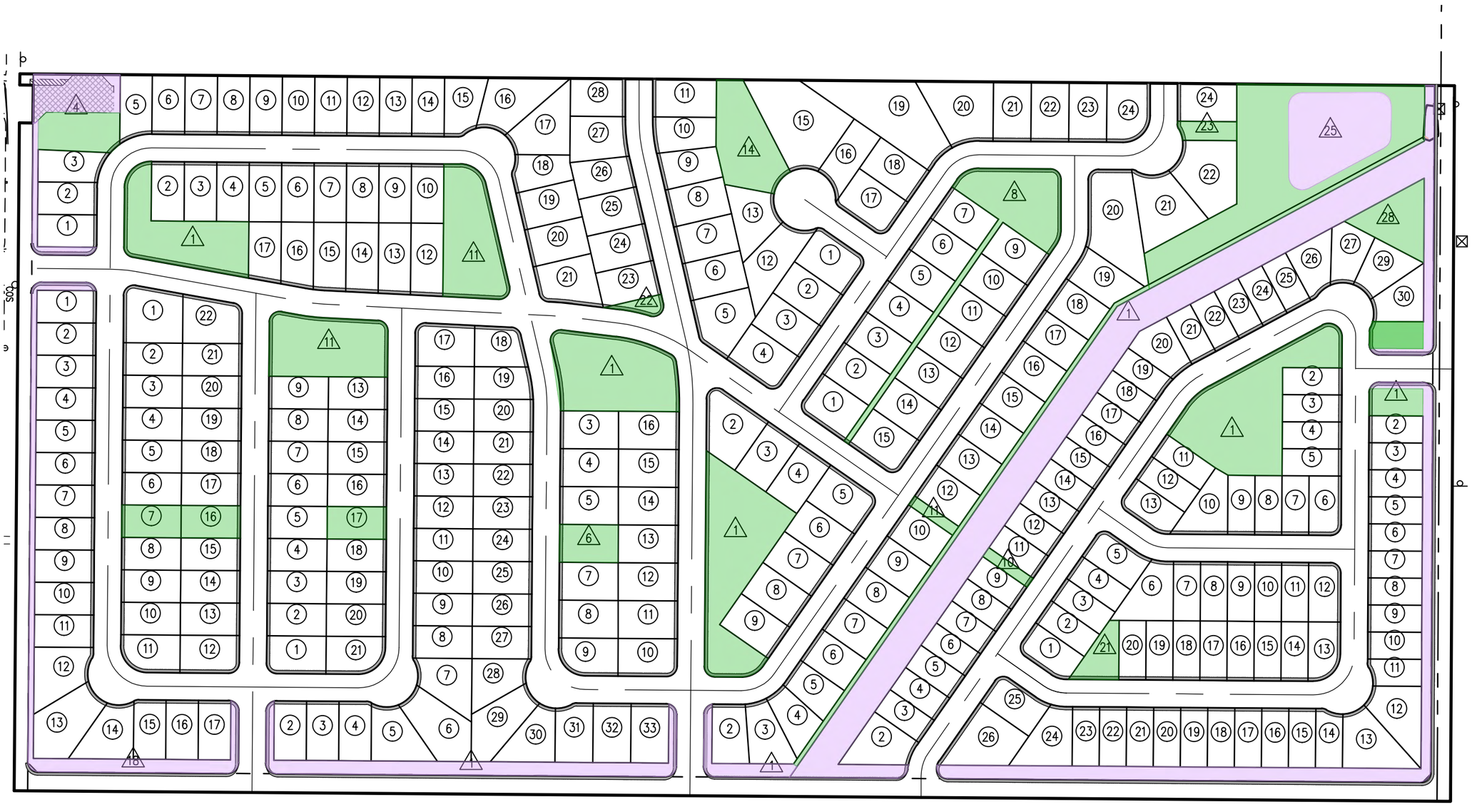
LEGEND:

QUALIFIED OPEN SPACE

NON-QUALIFIED OPEN SPACE

N

SCALE
200 0 100 200
(FEET)
1 INCH = 200 FT.



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[PATH: P:\Sterling Land Development, Inc\229121-B000209.00\Execution\Drawings\Civil\B000209-C-PPLT03.dwg] [LAYOUT: Open Space Exhibit]

NV5
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Meridian, ID 83642
208-342-5400 www.NV5.com

PROFESSIONAL ENGINEER
LICENSED
Ryan Young
20108
9-29-21
STATE OF IDAHO
RYAN C YOUNG

REVISIONS			
NO.	BY	DATE	REMARKS

SHEET INFO			
Designed By	RCY	LAST EDIT	9/29/2021
DRAWN	KVP	PLOT DATE	6/29/2021
CHECKED	RCY	SUBMITTAL	
APPROVED	RCY		

OPEN SPACE EXHIBIT

STERLING LAND DEVELOPMENT, INC.
STERLING RIDGE SUBDIVISION

SCALE: AS NOTED

PROJECT NUMBER: B000211

DRAWING FILE NAME: B000209-C-PPLT03

SHEET NUMBER

EXHIBIT 1

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION. ALL PLANT MATERIAL SHALL BE GRADE #1 OR BETTER.
2. ALL PLANTING BEDS AND TREE WELLS IN LAWN AREAS (WELLS TO BE 3' IN DIAMETER) SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF 1" MINUS BLACK AND TAN ROCK MULCH. SUBMIT SAMPLE FOR APPROVAL BY OWNER.
3. ALL LAWN AREAS SHALL BE SODDED WITH 100% TURF TYPE TALL FESCUE (FESTUCA ARUNDINACIA). CONTRACTOR SHALL VERIFY AND MATCH THE VARIETY EXISTING IN THE ADJACENT DEVELOPMENT.
4. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
5. PLANTING BACKFILL FOR TREES AND PLANTING BEDS SHALL BE 5 PARTS TOPSOIL AND 1 PART COMPOST WITH STRAW. STAKE ALL TREES PER DETAILS.
6. ALL LAWN AREAS SHALL HAVE 6" OF TOPSOIL AND ALL PLANTING BEDS SHALL HAVE 12" OF TOPSOIL (MINIMUM). TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS, OR OTHER FOREIGN MATERIAL LARGER THAN 1" IN ANY DIMENSION, A PH FROM 5.5 TO 7.0. TOP SOIL FROM SITE SHALL BE USED, IF MEETING THESE STANDARDS. PLACE 1/2" COMPOST OVER ALL LANDSCAPED AREAS AND ROTOTILL INTO TOP 4". SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE, 1" BELOW SURFACE OF WALKS AND CURBS IN AREAS TO BE SODDED AND 3" IN PLANTING BED AREAS.
7. FERTILIZE ALL TREES AND SHRUBS WITH 'AGRIFORM" PLANTING TABLETS, 21 GRAM. QUANTITY PER MANUFACTURER'S RECOMMENDATION.
8. PLANT MATERIAL SHALL NOT BE SUBSTITUTED WITHOUT THE WRITTEN PERMISSION OF OWNER. SUBMIT NAMES OF THREE SUPPLIERS CONTACTED IF SUBSTITUTION IS REQUESTED AND PLANT MATERIAL SPECIFIED IS NOT AVAILABLE.
9. SHRUB PLANTING BEDS SHALL BE SHOVEL EDGED TO CREATE A DISTINCT SEPARATION OF LANDSCAPE TYPES.
10. IMMEDIATELY CLEAN UP ANY TOPSOIL, OR OTHER DEBRIS ON SITE CREATED FROM LANDSCAPE OPERATION AND DISPOSE OF PROPERLY OFF SITE.
11. ALL LANDSCAPE AREAS SHALL HAVE AN STATE OF THE ART AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND IS PROPERLY ZONED FOR REQUIRED WATER USES AND HAS A WEATHER STATION CAPABLE OF TURNING OFF FOR RAIN/FREEZE EVENTS. ALL SHRUB ZONES, SPRAY ZONES AND GEAR DRIVEN ZONES SHALL BE PLACED ON SEPARATE ZONES. DO NOT EXCEED A MAXIMUM OF 5 FPS IN ALL MAINLINE AND LATERAL LINES.
12. COORDINATE ALL DRAINAGE AREAS AND UTILITIES WITH TREE LOCATIONS AND ADJUST PER FIELD CONDITIONS.
13. ALL EXISTING TREES SHOWN TO REMAIN SHALL BE RETAINED AND PROTECTED THROUGH OUT CONSTRUCTION.
14. NO TREES SHALL BE PLANTED WITHIN THE 10 FOOT CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
15. STORM PONDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
16. ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR GREATER FROM THE BACK OF ANY SIDEWALK..
17. TRIM ALL TREES WITHIN VISION TRIANGLES TO 8' ABOVE FINISH GRADE TO MEET ACHD STANDARDS.

IRRIGATION NOTES:

1. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
2. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES.
3. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
4. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM.
5. ELECTRONIC WATER DISTRIBUTION/ TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
   a. PRECISE INDIVIDUAL STATION TIMING
   b. RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
   c. AT LEAST ONE PROGRAM FOR EACH HYDROZONE
   d. SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
   e. POWER FAILURE BACKUP FOR ALL PROGRAMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
6. INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING.
8. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
9. PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE Q.C.V. LOCATIONS WITH LANDSCAPE ARCHITECT.
10. POINT OF CONNECTION TO BE APPROVED BY JURISDICTION PROVIDING WATER SOURCE.

DISCLAIMER

THIS DRAWING HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED, IN PART BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, SOUTH BECK AND BAIRD, PC. CANNOT ASSURE ITS ACCURACY AND THUS IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS DRAWING OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATE INTO IT AS A RESULT. SOUTH BECK AND BAIRD, PC. ASSUMES NO LIABILITY FOR ANY MISINFORMATION.

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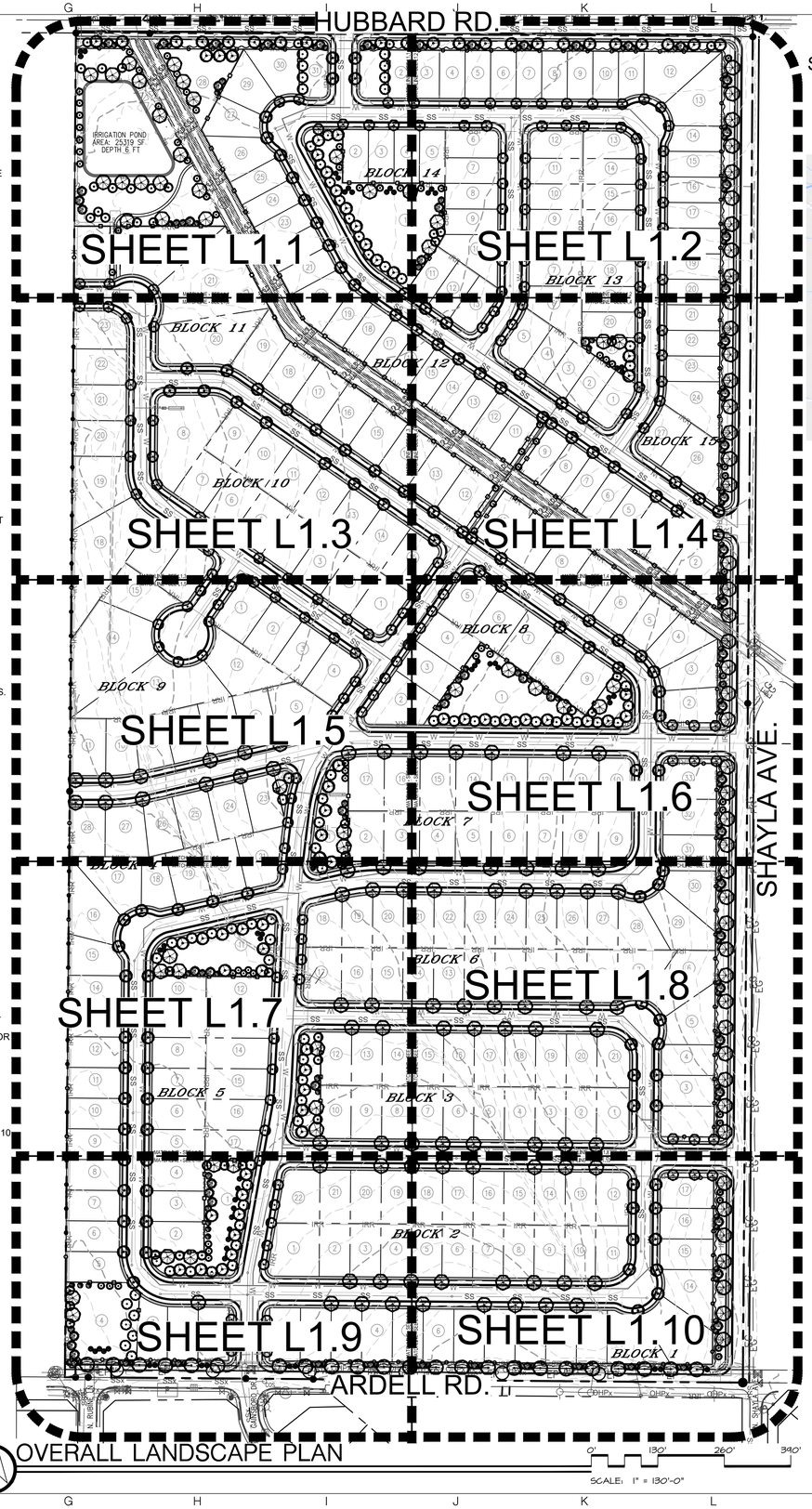
APPLICANT
BRIAN SINDERHOFF
STERLING LAND DEVELOPMENT, INC.
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EAGLE, ID 83616
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SURVEYOR
TRAVIS FOSTER, PLS, CFedS
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690 INDUSTRY WAY, STE 10
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LANDSCAPE ARCHITECT
JOHN ROTERS, PLA
SOUTH BECK AND BAIRD
2002 S. VISTA AVE.
BOISE, ID 83705
(208) 342-2999

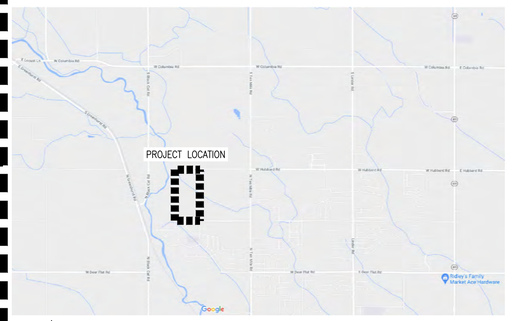
SEE SHEET L1.1-L1.10 FOR DETAILED LANDSCAPE PLANS,
SEE SHEET L2.0 FOR LANDSCAPE DETAILS



OVERALL LANDSCAPE PLAN

SCALE: 1" = 130'-0"

EWING MEADOWS SUBDIVISION
SITUATED ENTIRELY IN THE NE 1/4 OF THE NW1/4 OF SECTION 15, T.2N., R.W., B.M.
CITY OF KUNA,
ADA COUNTY, IDAHO



VICINITY MAP

SCALE: NTS

SITE DEVELOPMENT FEATURES

TOTAL ACRES	80.75 ACRES
TOTAL LOTS	319 LOTS
TOTAL COMMON LOTS	21 LOTS
BUILDING LOTS	298 LOTS
50' LOTS	84 LOTS
60' LOTS	113 LOTS
70' LOTS	101 LOTS
AVERAGE BUILDING LOT SIZE	72725 SF
RESIDENTIAL DENSITY (GROSS)	3.69 UNITS/Ac.
RESIDENTIAL DENSITY (NET)	5.99 UNITS/Ac.
EXISTING ZONING	A
PROPOSED ZONE	R-6
MINIMUM BUILDING LOT SIZE	4729 SF
TOTAL OPEN SPACE	12.16 ACRES
% OF OPEN SPACE	15.06%

SEWER
CITY OF KUNA

WATER
CITY OF KUNA

IRRIGATION
BOISE BOARD OF CONTROL

SCHOOL
KUNA SCHOOL DISTRICT

EMERGENCY SERVICES
FIRE - KUNA RURAL FIRE DISTRICT
POLICE - CITY OF KUNA

LANDSCAPING INFORMATION

* ROADWAY LANDSCAPE BUFFERS:

W. HUBBARD RD. (ARTERIAL):
30' STREET BUFFER
1,224 FEET STREET BUFFER
SHADE TREES @ 2/100' =24 TREES REQUIRED
23 TREES PROPOSED
EVERGREENS @ 3/100' =37 EVERGREEN TREES REQUIRED
36 EVERGREEN TREES PROPOSED
ORNAMENTALS @ 0/100' =0 ORNAMENTALS TREES REQUIRED
4 ORNAMENTALS TREES PROPOSED
SHRUBS @ 12/100' =147 SHRUBS REQUIRED
214 SHRUBS PROPOSED

N. SHAYLA AVE. (QUARTER SECTION):
25' STREET BUFFER
2,480 FEET STREET BUFFER
SHADE TREES @ 2/100' =50 TREES REQUIRED
46 TREES PROPOSED
EVERGREENS @ 3/100' =74 EVERGREEN TREES REQUIRED
69 EVERGREEN TREES PROPOSED
ORNAMENTALS @ 0/100' =0 ORNAMENTALS TREES REQUIRED
15 ORNAMENTALS TREES PROPOSED
SHRUBS @ 12/100' =298 SHRUBS REQUIRED
380 SHRUBS PROPOSED

W. ARDELL RD. (QUARTER SECTION):
10' STREET BUFFER
1,241 FEET STREET BUFFER
SHADE TREES @ 2/100' =25 TREES REQUIRED
23 TREES PROPOSED
EVERGREENS @ 3/100' =37 EVERGREEN TREES REQUIRED
33 EVERGREEN TREES PROPOSED
ORNAMENTALS @ 0/100' =0 ORNAMENTALS TREES REQUIRED
9 ORNAMENTALS TREES PROPOSED
SHRUBS @ 12/100' =149 SHRUBS REQUIRED
197 SHRUBS PROPOSED

* COMMON LOTS:
1 TREE / 800 SF
529,690 SF TOTAL COMMON LOT AREA
TOTAL COMMON AREA TREES REQUIRED = 662 SHADE TREES
591 SHADE TREES + 86 ORNAMENTAL TREES + 58 CONIFERS
= 663 (EQUIVALENT) PROVIDED

* NOTE:
CONIFERS AND ORNAMENTAL TREES ARE SUBSTITUTED AT THE RATE OF 2 PER SHADE TREE.

* MITIGATION FOR REMOVAL OF EXISTING TREES:
ALL EXISTING TREES ON THE SITE ARE TO REMAIN - NO MITIGATION NECESSARY - COORDINATE WITH THE CITY FORESTER IN THE FIELD TO DETERMINE MITIGATION REQUIREMENTS BEFORE ANY EXISTING TREES ARE DAMAGED OR REMOVED.

* SITE AMENITIES:
AMENITIES PROVIDED:
POND
OPEN GRASSY PLAY AREA
WALKING PATHS

STAMP: JOHN D. ROTERS, IDAHO, PRELIMINARY NOT FOR CONSTRUCTION, 7/29/2021, LANDSCAPE ARCHITECT

DATE: 7/29/2021

811 Know what's below. Call before you dig. IT IS AN OFFENSE SUBJECT TO PENALTY AS PROVIDED BY LAW TO EXCAVATE WITHOUT FIRST CONTACTING THE UNDERGROUND FACILITY COORDINATION AGENCY AND ALL MEMBER UTILITIES

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Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

OVERALL LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

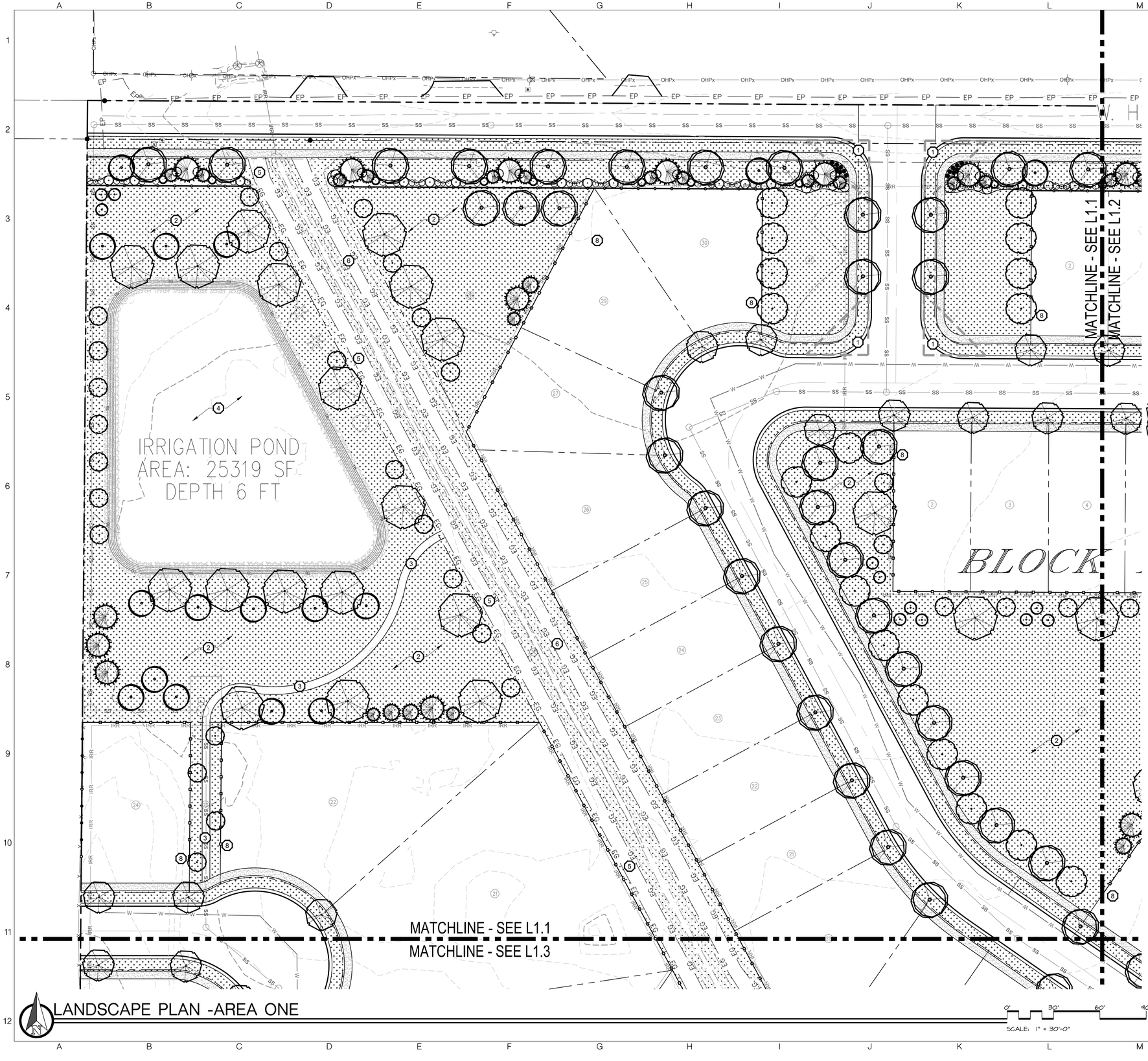
PROJECT NUMBER 21-054

SHEET: L1.0

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN FIRM (CONSULTANT) ARE RENDERED IN THE INTEREST OF THE CLIENT IN CONTRACTUAL RELATIONS ASSURED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY ON THE PROJECT.

USER:ABAM V JOHNSTON LOCATION:N:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANDWG PRINT DATE:7/29/2021 9:51 AM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
- PROPERTY LINE (VERIFY)
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES			SEE DETAIL 9/L2.0	
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
CONIFEROUS TREES			SEE DETAIL 8/L2.0	
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
SHRUBS			SEE DETAIL 4/L2.0	
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO JOHN D. ROYER 15703 LANDSCAPE ARCH. PRELIMINARY NOT FOR CONSTRUCTION 7/29/2021

DATE: 7/29/2021

811 Know what's below. Call before you dig. CALL AT LEAST 48 HOURS BEFORE YOU BEGIN EXCAVATION TO ARRANGE FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES

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info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

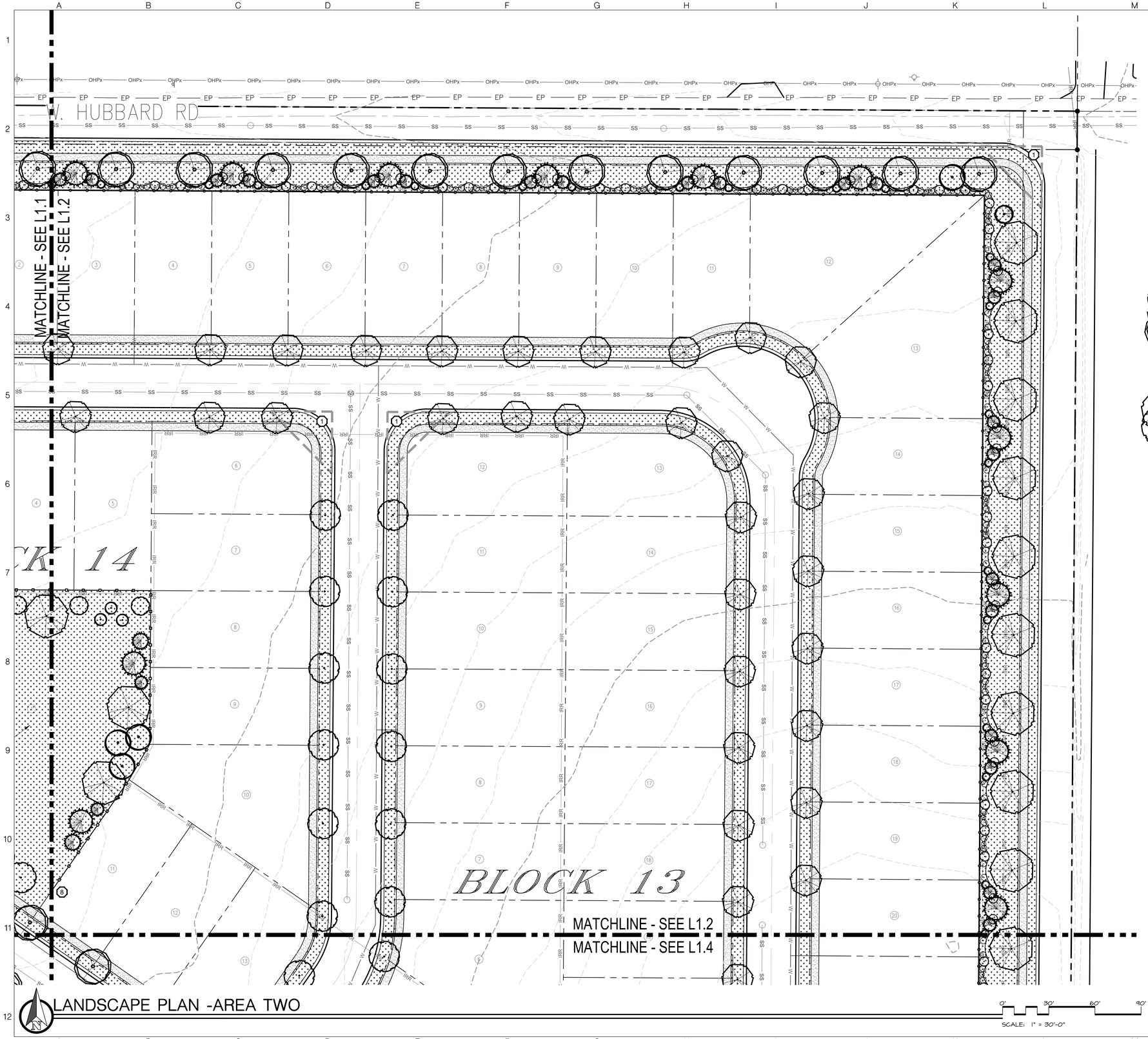
PROJECT NUMBER 21-054

SHEET: L1.1

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL WERE ENGAGED IN AND ARE PERFORMED IN THE INTEREST OF THE CLIENT AS CONTRACTUAL OBLIGATIONS, ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY IN THE PROJECT.

USER:ADAM V. JOHNSTON LOCATION:X:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA BD SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:7/29/2021 9:52 AM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
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- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

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	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
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4. IRRIGATION POND PER CIVIL.
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6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO — JOHN D. ROYLANCE — PRELIMINARY NOT FOR CONSTRUCTION — 7/29/2021 — LANDSCAPE ARCH

DATE: 7/29/2021

811 Know what's below. Call before you dig. CALL A MINIMUM OF TWO WORKING DAYS BEFORE YOU BEGIN EXCAVATION FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES

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Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN

Ewing Meadows Subdivision

4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

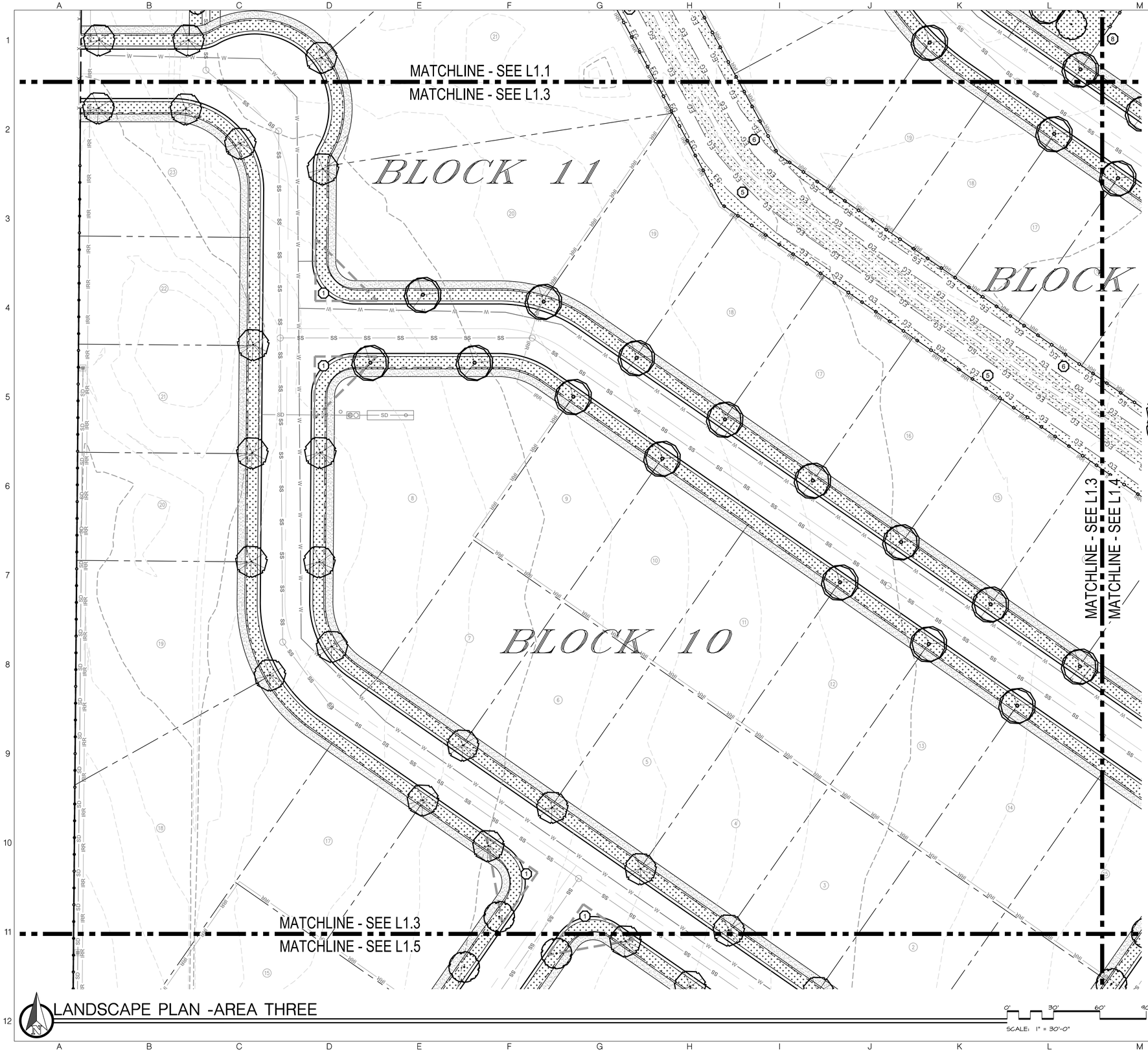
PROJECT NUMBER 21-054

SHEET: L1.2

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXISTS IN THE PROJECT.

USER:ADAM V JOHNSTON LOCATION:O:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:7/29/2021 9:52 AM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
- PROPERTY LINE (VERIFY)
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	DECIDUOUS TREES			SEE DETAIL 9/L2.0
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

LANDSCAPE PLAN -AREA THREE

SCALE: 1" = 30'-0"

STAMP: STATE OF IDAHO · JOHN D. ROYER · PRELIMINARY NOT FOR CONSTRUCTION · 7/29/2021 · LANDSCAPE ARCHITECT

DATE: 7/29/2021

Know what's below. Call before you dig. CALL ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
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info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
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4387 W. Hubbard Rd. Kuna, ID 83634

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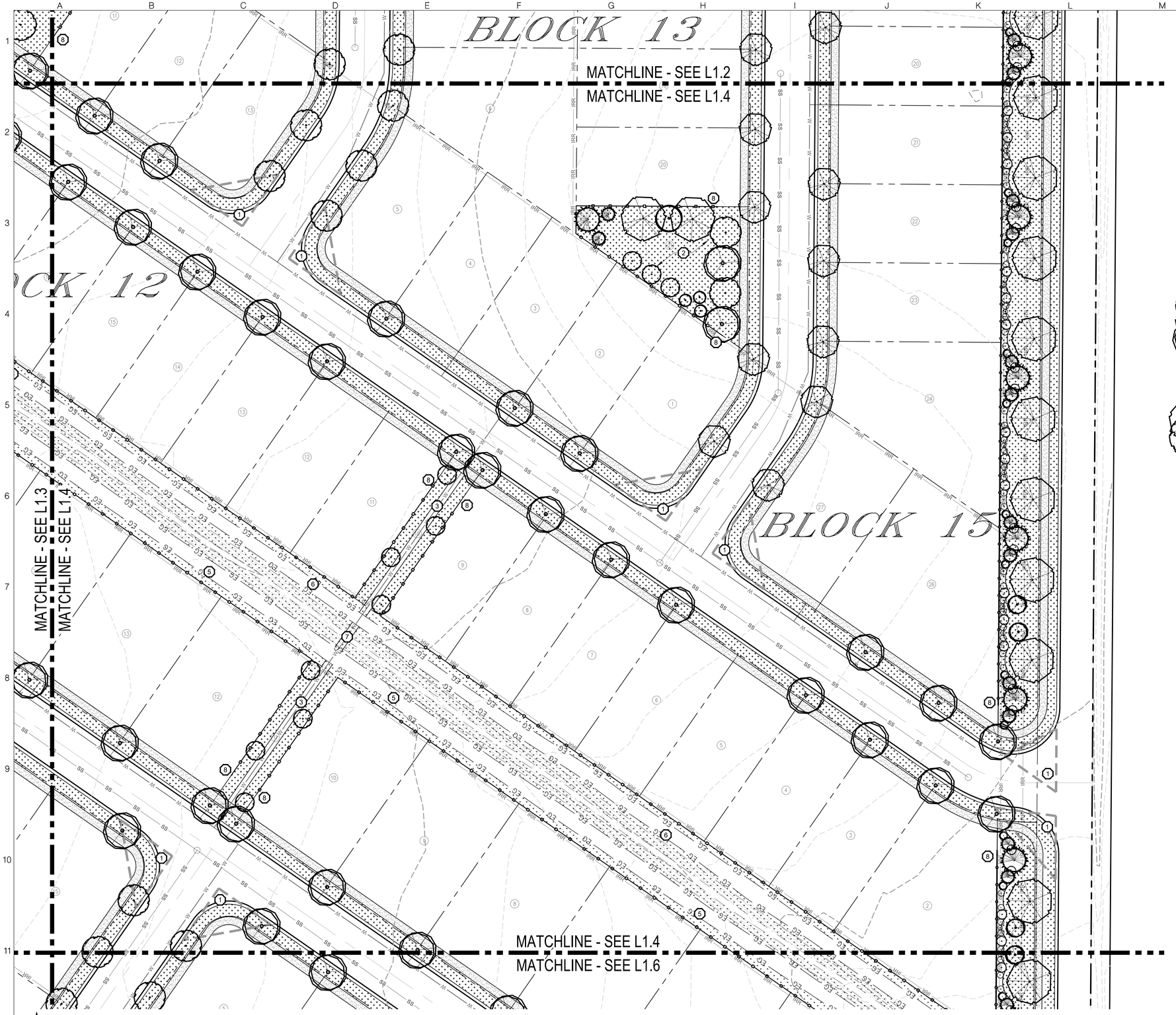
PROJECT NUMBER 21-054

SHEET: L1.3

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXCEPT AS THE PROJECT

USER:ADAM V. JOHNSTON LOCATION:G:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA RD SUB\CAD\SHEETS\21-054 LANDSCAPE PLANDVG PRINT DATE:7/29/2021 9:52 AM



LANDSCAPE PLAN -AREA FOUR

SCALE: 1" = 30'-0"

LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
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- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	DECIDUOUS TREES			SEE DETAIL 9/L2.0
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
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	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
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	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO, JOHN D. ROYER, 15703, PRELIMINARY NOT FOR CONSTRUCTION, 7/29/2021, LANDSCAPE ARCH

DATE: 7/29/2021

811 Know what's below. Call before you dig. CALL AT LEAST 48 HOURS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF MEMBER UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

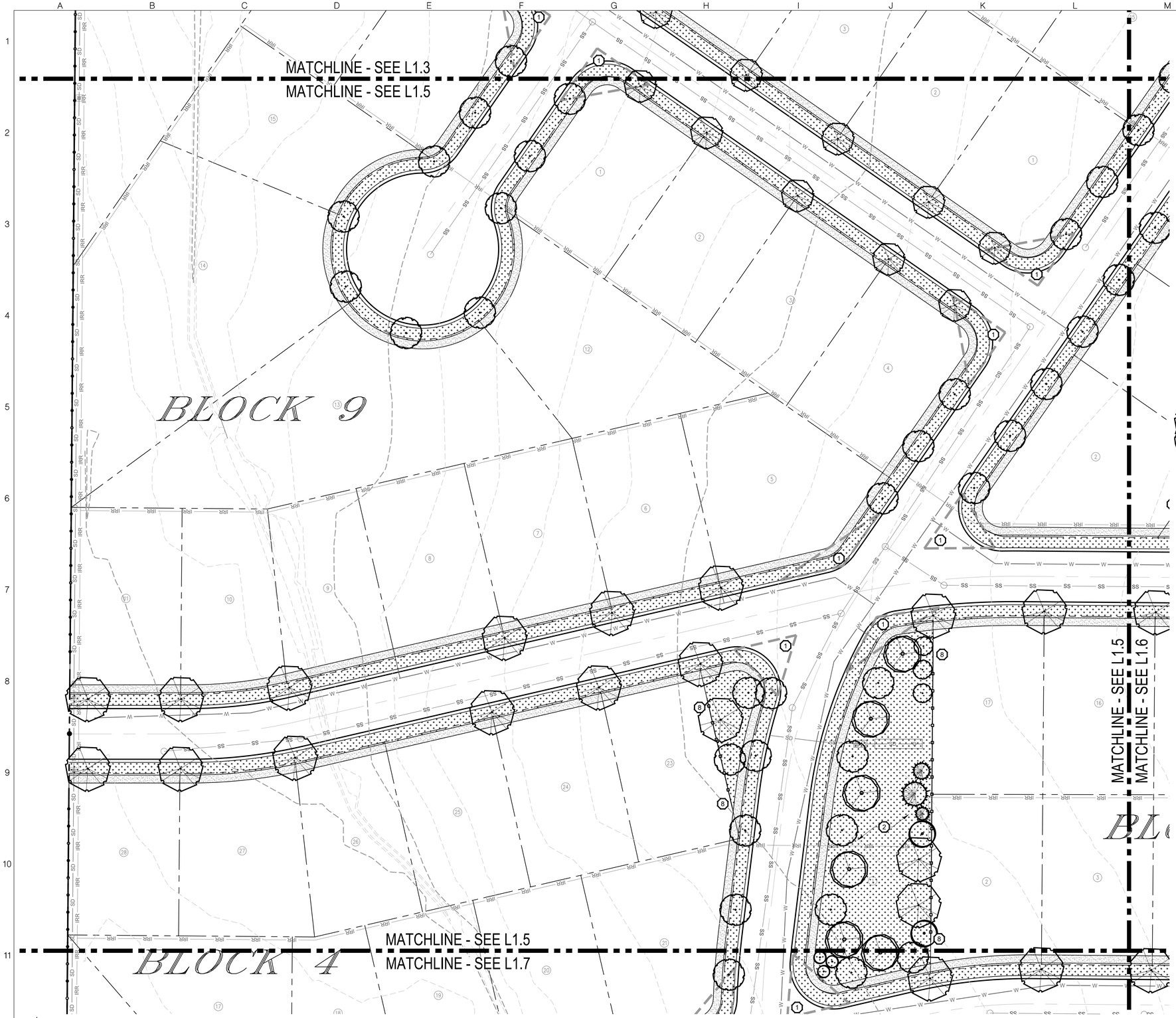
PROJECT NUMBER: 21-054

SHEET: L1.4

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT AS CONTRACTUAL OBLIGATIONS, ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON AND/OR ENTITY IN THE PROJECT.

USER:ADAM V. JOHNSTON LOCATION:G:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:7/29/2021 9:52 AM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
- PROPERTY LINE (VERIFY)
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
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- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

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	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
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	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
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	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
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	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
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	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	

CALLOUT LEGEND

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3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

LANDSCAPE PLAN -AREA FIVE

SCALE: 1" = 30'-0"

STAMP: STATE OF IDAHO — JOHN D. ROLLINS — PRELIMINARY NOT FOR CONSTRUCTION — 7/29/2021 — LANDSCAPE ARCH

DATE: 7/29/2021

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CHECKED BY: JR

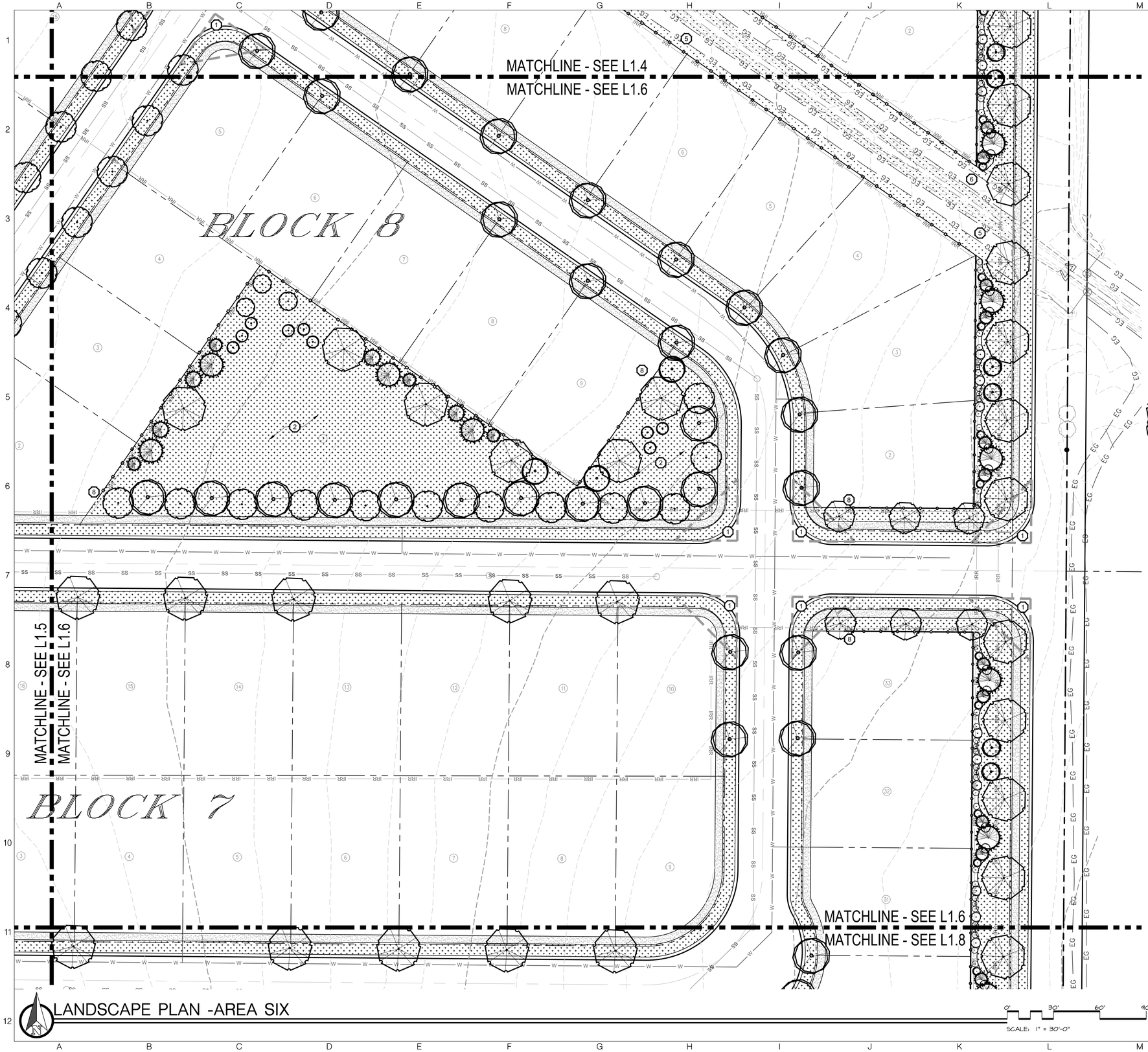
PROJECT NUMBER 21-054

SHEET: L1.5

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL WAS ENDEAVORED DURING AND PERFORMED IN THE INTEREST OF THE CLIENT IN CONTRACTUAL OBLIGATIONS, ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXCLUSIVE TO THE PROJECT.

USERNAME: V JOHNSTON LOCATION:\\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA RD SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:7/29/2021 9:52 AM



LANDSCAPE PLAN -AREA SIX

SCALE: 1" = 30'-0"

LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
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- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

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	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
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	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
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	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO, JOHN D. ROTEN, PRELIMINARY NOT FOR CONSTRUCTION, 7/29/2021, LANDSCAPE ARCHITECT

DATE: 7/29/2021

811 Know what's below. Call before you dig. CALL BEFORE YOU DIG - IT'S THE LAW! IDAHO LAW REQUIRES THAT YOU NOTIFY THE UNDERGROUND FACILITY OWNERS BEFORE YOU EXCAVATE FOR THE MARKING OF THEIR MEMBER UTILITIES

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

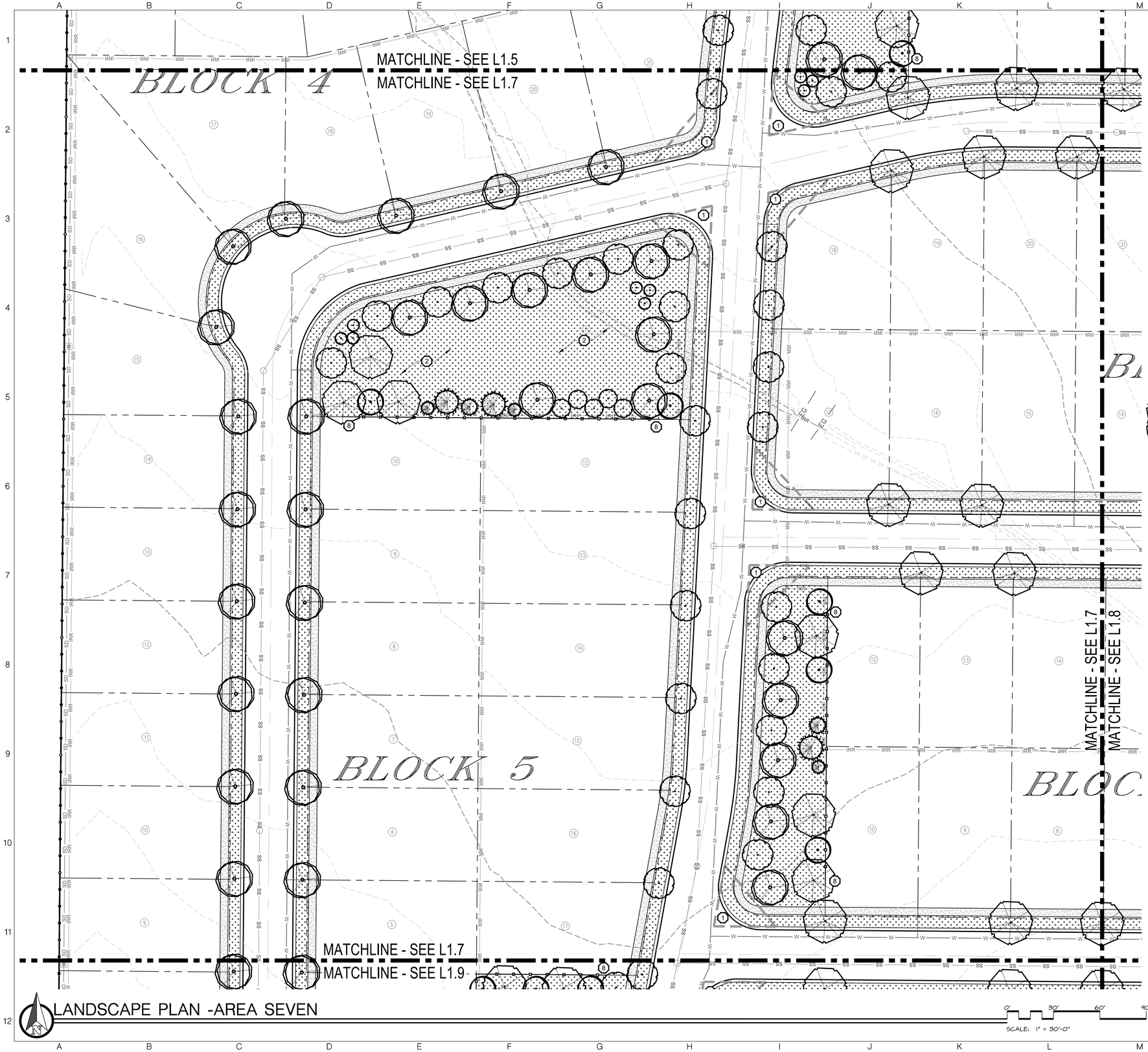
PROJECT NUMBER 21-054

SHEET: L1.6

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL WERE PERFORMED IN THE INTEREST OF THE CLIENT AS CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY IN THE PROJECT.

C:\USERS\ADAM V JOHNSTON LOCATION\D:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:7/29/2021 9:32 AM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
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- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	DECIDUOUS TREES			SEE DETAIL 9/L2.0
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
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	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	

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6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO JOHN D. ROTHER PRELIMINARY NOT FOR CONSTRUCTION 7/29/2021 LANDSCAPE ARCH

DATE: 7/29/2021

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN

Ewing Meadows Subdivision

4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

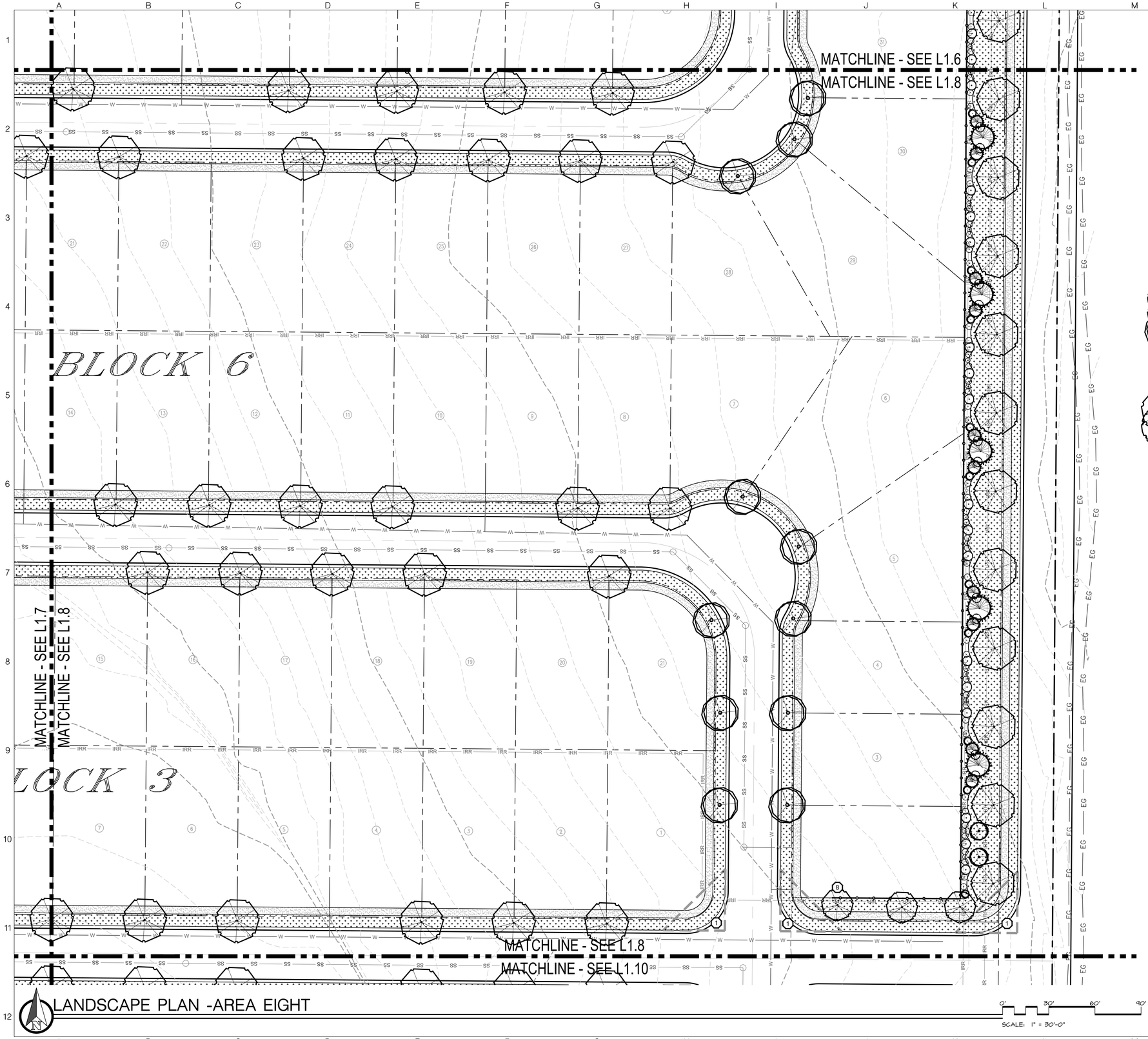
PROJECT NUMBER 21-054

SHEET: L1.7

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL WERE ENGAGED IN AND ARE PERFORMED IN THE INTEREST OF THE CLIENT AS CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON AND/OR ENTITY ON THE PROJECT.

USER:ADAM V JOHNSTON LOCATION:\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:7/29/2021 9:52 AM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
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- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
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PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

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	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
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	GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0
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	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
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	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO — JOHN D. ROTHER — PRELIMINARY NOT FOR CONSTRUCTION — 7/29/2021 — LANDSCAPE ARCHITECT

DATE: 7/29/2021

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN

Ewing Meadows Subdivision

4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

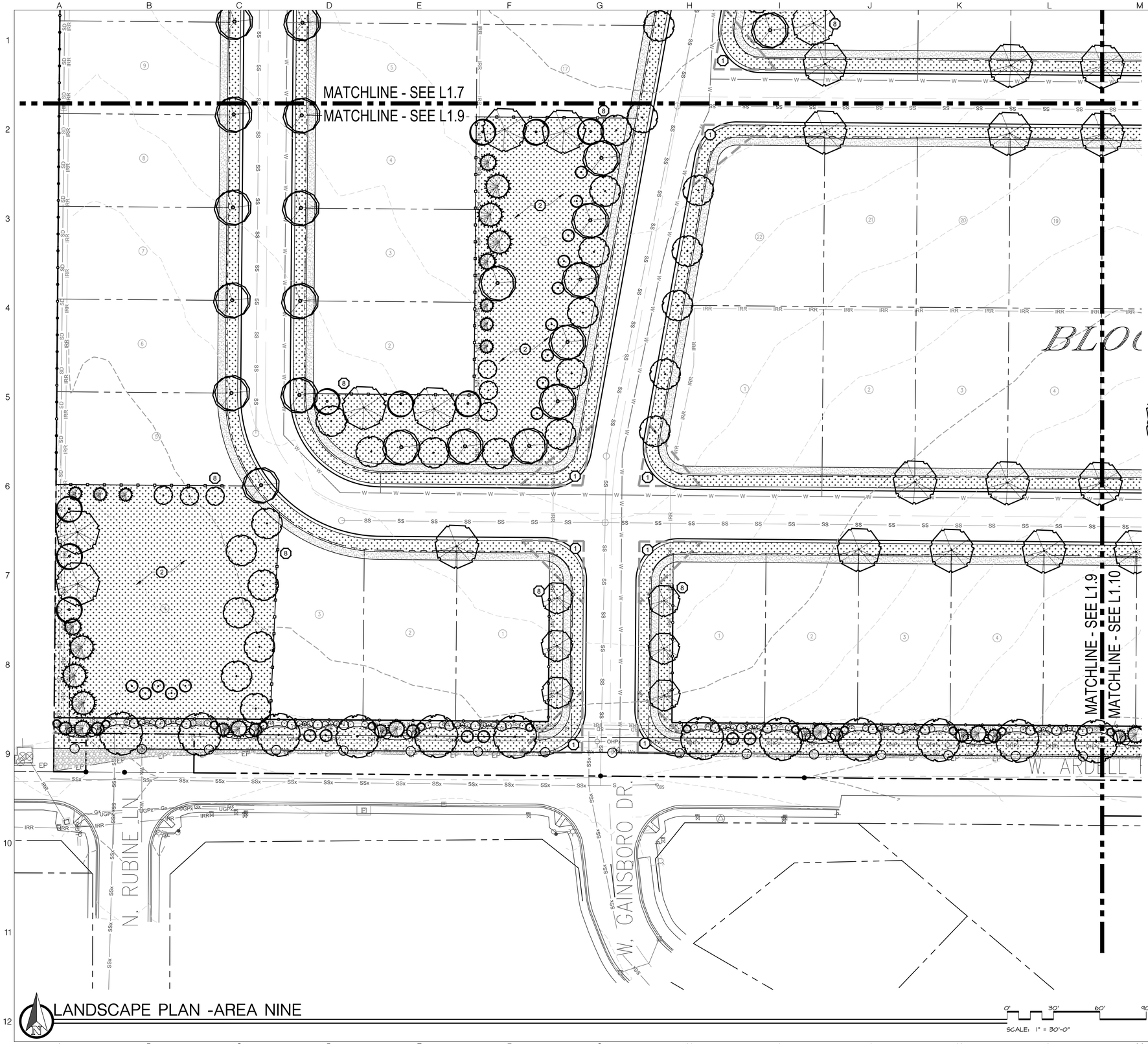
PROJECT NUMBER 21-054

SHEET: L1.8

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXCEPT AS THE PROJECT

C:\USERS\ADAM V JOHNSTON LOCATIONS\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:7/29/2021 9:33 AM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
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STAMP: STATE OF IDAHO JOHN D. ROSSI 15881 PRELIMINARY NOT FOR CONSTRUCTION 7/29/2021 LANDSCAPE ARCH

DATE: 7/29/2021

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REVISIONS:

No.	Date	Description

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DRAWN BY: AJ

CHECKED BY: JR

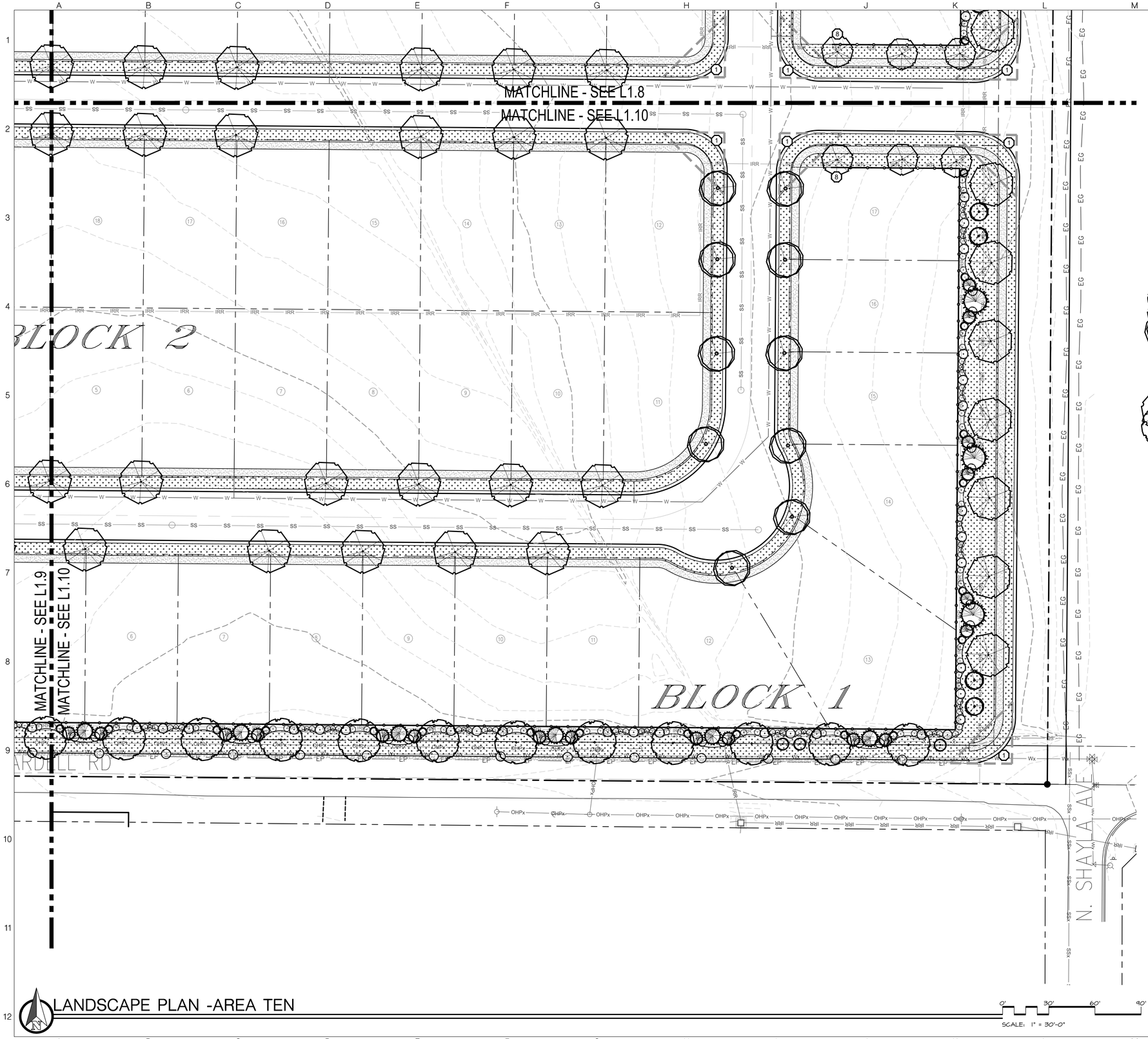
PROJECT NUMBER 21-054

SHEET: L1.9

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXCEPT TO THE CLIENT ON THE PROJECT.

USER:ADAM V. JOHNSTON LOCATION:N:\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA BD 2\10\CAD\SHEETS\21-054 LANDSCAPE PLANTING PRINT DATE:7/29/2021 9:53 AM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
- PROPERTY LINE (VERIFY)
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	DECIDUOUS TREES			SEE DETAIL 9/L2.0
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Prunus sargentii 'Columnaris' Columnar Sargent Cherry	2" B&B	30' hgt. 15' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

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DATE: 7/29/2021

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

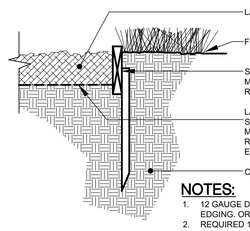
PROJECT NUMBER 21-054

SHEET: L1.10

PRE-PLAT RE-SUBMITTAL

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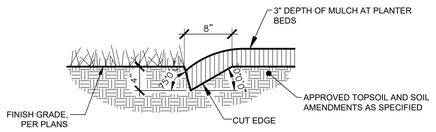
USER:ADAM V. JOHNSTON LOCATION:D:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANTING PRINT DATE:7/29/2021 9:53 AM



NOTES:
1. 12 GAUGE DURAEDGE STEEL LANDSCAPE EDGING, OR APPROVED EQUAL.
2. REQUIRED 10' LENGTHS.
3. FOUR (4) STAKES PER LENGTH.

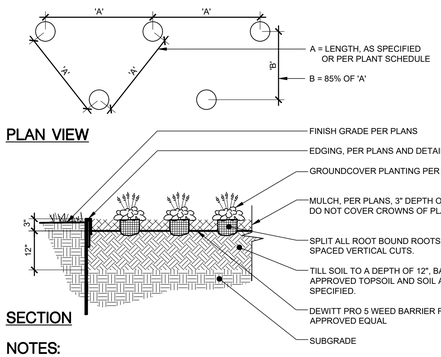
1 DURA EDGE STEEL EDGING

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2 PLANTER BED CUT EDGE (TYPICAL AT TREES IN TURF AREAS)

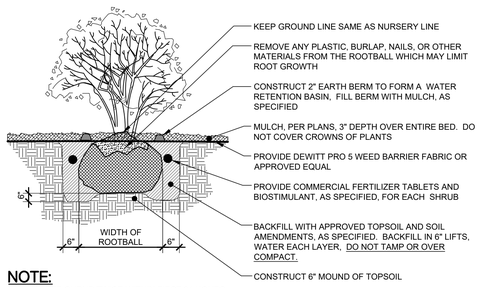
NOT TO SCALE



NOTES:
1. ALL GROUNDCOVER PLANTS TO BE PLANTED ON CENTER AND IN A TRIANGULAR PATTERN.
2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

3 PERENNIAL & GROUNDCOVER PLANTING

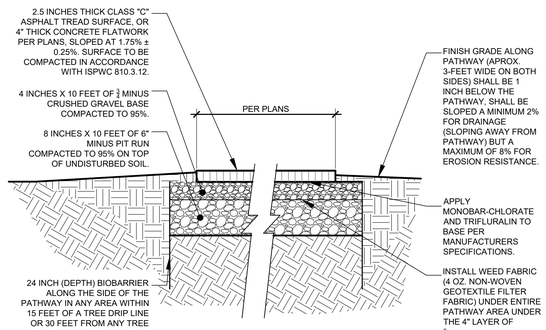
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NOTE:
1. WATER SHRUB TWICE WITHIN FIRST 24 HOURS.
2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

4 SHRUB PLANTING

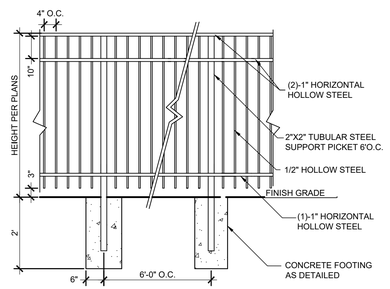
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NOTE:
1. THE LAYOUT OF THE PATHWAY MUST FACILITATE ACCESS OF CITY SERVICE AND EMERGENCY VEHICLES (I.E. TURN RADIUS AND SLOPE SUITABLE FOR FULL SIZE PICKUP AND 15' TRAILER
2. ALL TREES WITHIN 4-FEET OF EACH SIDE OF THE 8-FOOT WIDE PATHWAY TREAD SHALL BE REMOVED.
3. ALL ROOTS SHALL BE CUT ALONG BOTH SIDES OF PATHWAY A MINIMUM OF 24-INCHES IN DEPTH AND REMOVE ALL ROOT MATERIAL THAT CROSSES THE PATHWAY PRIOR TO CONSTRUCTION.

5 PAVED WALKING PATH

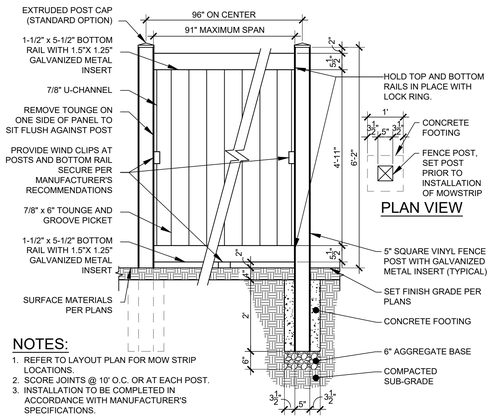
Scale: 3/4"= 1'-0"



NOTES:
1. REFER TO PLANS FOR FENCE LOCATIONS.
2. CONTRACTORS ARE RESPONSIBLE FOR SHOP DRAWINGS TO BE REVIEWED BY LANDSCAPE ARCHITECT BEFORE INSTALLATION.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. WROUGHT IRON TO BE PAINTED WITH ELECTRO STATIC PAINT - COLOR AS DIRECTED BY OWNER.

6 WROUGHT IRON FENCE

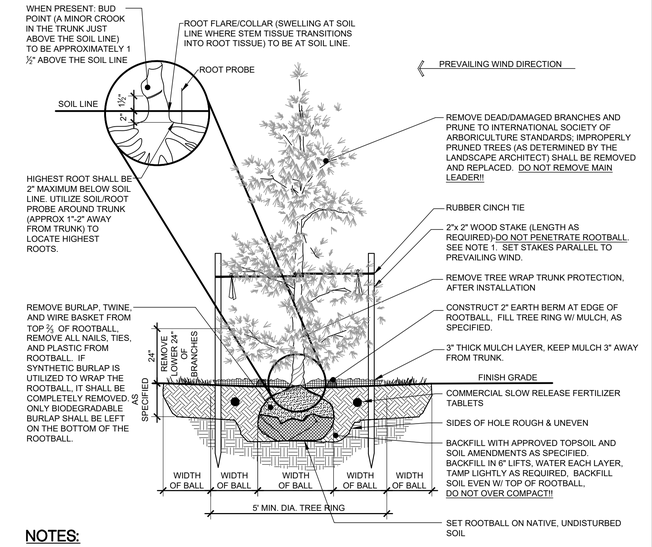
Scale: 1/2"= 1'-0"



NOTES:
1. REFER TO LAYOUT PLAN FOR MOW STRIP LOCATIONS.
2. SCORE JOINTS @ 10' O.C. OR AT EACH POST.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

7 VINYL FENCE PANEL

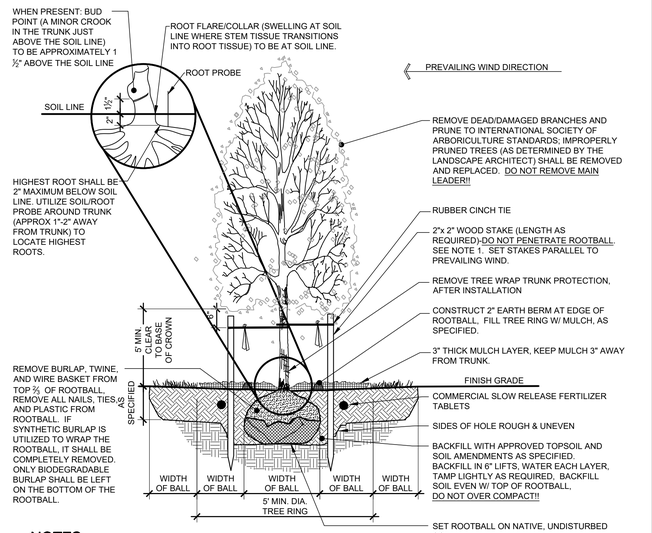
SCALE: 1/2"= 1'-0"



NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICH EVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

8 CONIFEROUS TREE PLANTING

NOT TO SCALE



NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
7. FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0" IN WIDTH, PROVIDE TREE ROOT BARRIER (DEEPROOT #24-2 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. EXTEND ROOT BARRIER TO 80% OF MATURE TREE CANOPY. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS, CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

9 DECIDUOUS TREE PLANTING

NOT TO SCALE

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JOHN D. ROTEN
PRELIMINARY
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7/29/2021
LANDSCAPE ARCHITECT

DATE:
7/29/2021

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REVISIONS:

No.	Date	Description

LANDSCAPE DETAILS
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

PROJECT NUMBER 21-054

SHEET: L2.0

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT IN CONTRACTUAL RELATIONS, ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY CONSTRUCTION BUILDER IN THE PROJECT

USER:ADAM V JOHNSTON LOCATION:J:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANING PRINT DATE:7/29/2021 9:53 AM

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION. ALL PLANT MATERIAL SHALL BE GRADE #1 OR BETTER.
2. ALL PLANTING BEDS AND TREE WELLS IN LAWN AREAS (WELLS TO BE 3' IN DIAMETER) SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF 1" MINUS BLACK AND TAN ROCK MULCH. SUBMIT SAMPLE FOR APPROVAL BY OWNER.
3. ALL LAWN AREAS SHALL BE SODDED WITH 100% TURF TYPE TALL FESCUE (FESTUCA ARUNDINACIA). CONTRACTOR SHALL VERIFY AND MATCH THE VARIETY EXISTING IN THE ADJACENT DEVELOPMENT.
4. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
5. PLANTING BACKFILL FOR TREES AND PLANTING BEDS SHALL BE 5 PARTS TOPSOIL AND 1 PART COMPOST WITH STRAW. STAKE ALL TREES PER DETAILS.
6. ALL LAWN AREAS SHALL HAVE 6" OF TOPSOIL AND ALL PLANTING BEDS SHALL HAVE 12" OF TOPSOIL (MINIMUM). TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS, OR OTHER FOREIGN MATERIAL LARGER THAN 1" IN ANY DIMENSION, A PH FROM 5.5 TO 7.0. TOP SOIL FROM SITE SHALL BE USED, IF MEETING THESE STANDARDS. PLACE 1/2" COMPOST OVER ALL LANDSCAPED AREAS AND ROTOTILL INTO TOP 4". SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE, 1" BELOW SURFACE OF WALKS AND CURBS IN AREAS TO BE SODDED AND 3" IN PLANTING BED AREAS.
7. FERTILIZE ALL TREES AND SHRUBS WITH 'AGRIFORM" PLANTING TABLETS, 21 GRAM. QUANTITY PER MANUFACTURER'S RECOMMENDATION.
8. PLANT MATERIAL SHALL NOT BE SUBSTITUTED WITHOUT THE WRITTEN PERMISSION OF OWNER. SUBMIT NAMES OF THREE SUPPLIERS CONTACTED IF SUBSTITUTION IS REQUESTED AND PLANT MATERIAL SPECIFIED IS NOT AVAILABLE.
9. SHRUB PLANTING BEDS SHALL BE SHOVEL EDGED TO CREATE A DISTINCT SEPARATION OF LANDSCAPE TYPES.
10. IMMEDIATELY CLEAN UP ANY TOPSOIL, OR OTHER DEBRIS ON SITE CREATED FROM LANDSCAPE OPERATION AND DISPOSE OF PROPERLY OFF SITE.
11. ALL LANDSCAPE AREAS SHALL HAVE AN STATE OF THE ART AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND IS PROPERLY ZONED FOR REQUIRED WATER USES AND HAS A WEATHER STATION CAPABLE OF TURNING OFF FOR RAIN/FREEZE EVENTS. ALL SHRUB ZONES, SPRAY ZONES AND GEAR DRIVEN ZONES SHALL BE PLACED ON SEPARATE ZONES. DO NOT EXCEED A MAXIMUM OF 5 FPS IN ALL MAINLINE AND LATERAL LINES.
12. COORDINATE ALL DRAINAGE AREAS AND UTILITIES WITH TREE LOCATIONS AND ADJUST PER FIELD CONDITIONS.
13. ALL EXISTING TREES SHOWN TO REMAIN SHALL BE RETAINED AND PROTECTED THROUGH OUT CONSTRUCTION.
14. NO TREES SHALL BE PLANTED WITHIN THE 10 FOOT CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
15. STORM PONDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
16. ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR GREATER FROM THE BACK OF ANY SIDEWALK..
17. TRIM ALL TREES WITHIN VISION TRIANGLES TO 8' ABOVE FINISH GRADE TO MEET ACHD STANDARDS.

IRRIGATION NOTES:

1. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
2. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES.
3. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
4. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM.
5. ELECTRONIC WATER DISTRIBUTION/ TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
   a. PRECISE INDIVIDUAL STATION TIMING
   b. RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
   c. AT LEAST ONE PROGRAM FOR EACH HYDROZONE
   d. SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
   e. POWER FAILURE BACKUP FOR ALL PROGRAMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
6. INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING.
8. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
9. PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE Q.C.V. LOCATIONS WITH LANDSCAPE ARCHITECT.
10. POINT OF CONNECTION TO BE APPROVED BY JURISDICTION PROVIDING WATER SOURCE.

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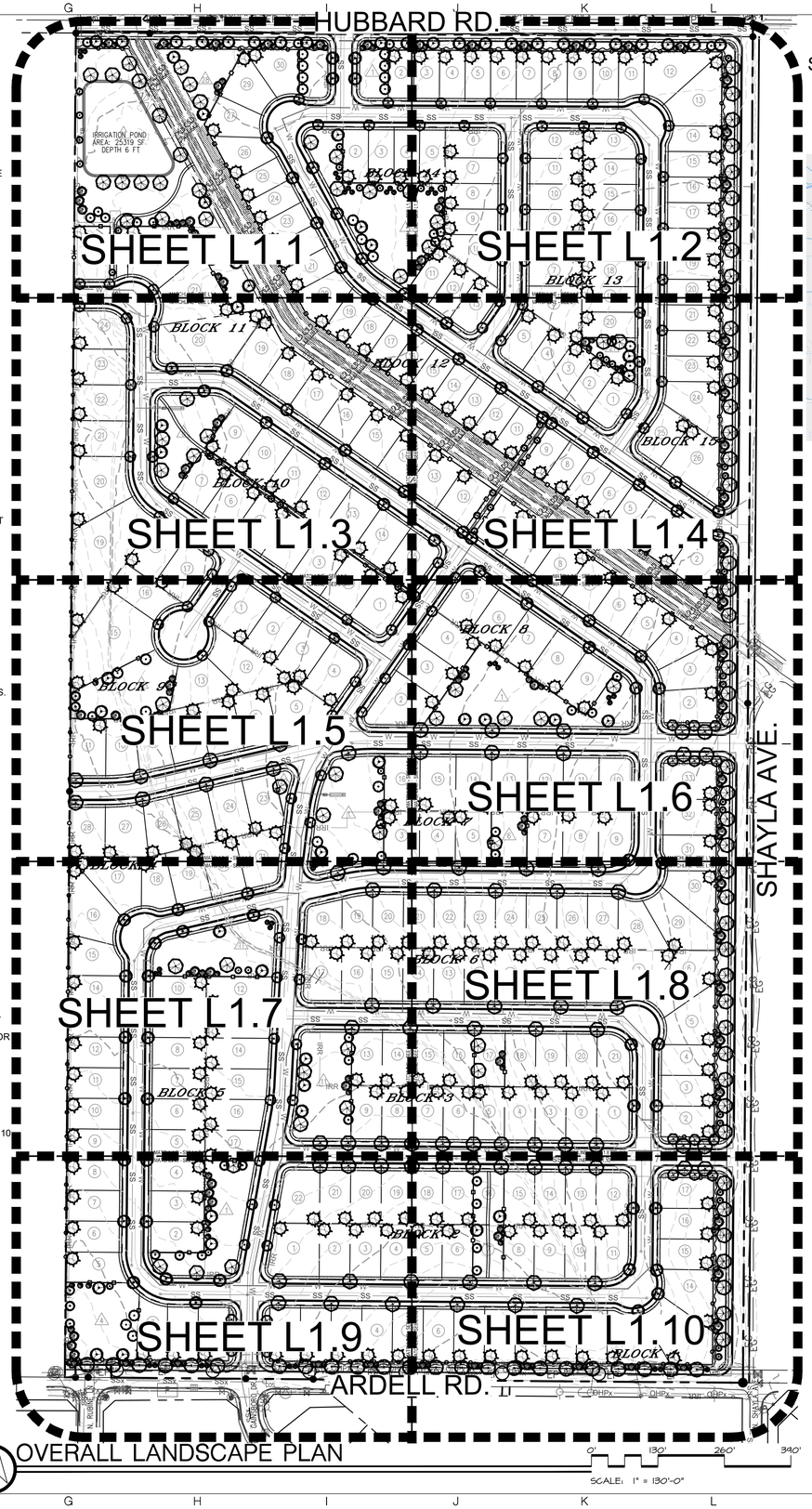
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BOISE, ID 83705
(208) 342-2999

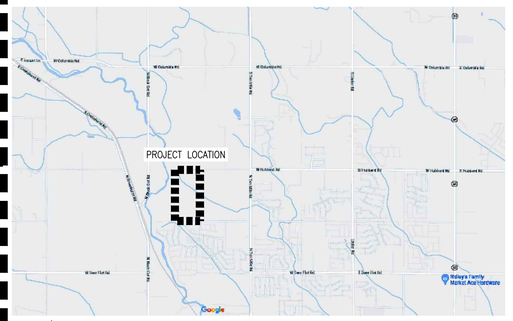


SEE SHEET L1.1-L1.10 FOR DETAILED LANDSCAPE PLANS,
SEE SHEET L2.0 FOR LANDSCAPE DETAILS

OVERALL LANDSCAPE PLAN

SCALE: 1" = 130'-0"

EWING MEADOWS SUBDIVISION
SITUATED ENTIRELY IN THE NE 1/4 OF THE NW1/4 OF SECTION 15, T.2N., R.W., B.M.
CITY OF KUNA,
ADA COUNTY, IDAHO



VICINITY MAP

SCALE: NTS

SITE DEVELOPMENT FEATURES

TOTAL ACRES	80.75 ACRES
TOTAL LOTS	315 LOTS
TOTAL COMMON LOTS	21 LOTS
BUILDING LOTS	294 LOTS
50' LOTS	84 LOTS
60' LOTS	110 LOTS
70' LOTS	100 LOTS
AVERAGE BUILDING LOT SIZE	7132 SF
RESIDENTIAL DENSITY (GROSS)	3.64 UNITS/Ac.
RESIDENTIAL DENSITY (NET)	4.80 UNITS/Ac.
EXISTING ZONING	A
PROPOSED ZONE	R-6
MINIMUM BUILDING LOT SIZE	4729 SF
TOTAL OPEN SPACE	13.21 ACRES - 16.4%
QUALIFIED OPEN SPACE	7.72 ACRES - 9.6%

SEWER
CITY OF KUNA

WATER
CITY OF KUNA

IRRIGATION
BOISE BOARD OF CONTROL

SCHOOL
KUNA SCHOOL DISTRICT

EMERGENCY SERVICES
FIRE - KUNA RURAL FIRE DISTRICT
POLICE - CITY OF KUNA

LANDSCAPING INFORMATION

- ROADWAY LANDSCAPE BUFFERS:
  - W. HUBBARD RD. (ARTERIAL):
    - 30' STREET BUFFER
    - 1,224 FEET STREET BUFFER
    - SHADE TREES @ 2/100' =24 TREES REQUIRED; 23 TREES PROPOSED
    - EVERGREENS @ 3/100' =37 EVERGREEN TREES REQUIRED; 36 EVERGREEN TREES PROPOSED
    - ORNAMENTALS @ 0/100' =0 ORNAMENTALS TREES REQUIRED; 4 ORNAMENTALS TREES PROPOSED
    - SHRUBS @ 12/100' =147 SHRUBS REQUIRED; 214 SHRUBS PROPOSED
  - N. SHAYLA AVE. (QUARTER SECTION):
    - 25' STREET BUFFER
    - 2,480 FEET STREET BUFFER
    - SHADE TREES @ 2/100' =50 TREES REQUIRED; 46 TREES PROPOSED
    - EVERGREENS @ 3/100' =74 EVERGREEN TREES REQUIRED; 69 EVERGREEN TREES PROPOSED
    - ORNAMENTALS @ 0/100' =0 ORNAMENTALS TREES REQUIRED; 15 ORNAMENTALS TREES PROPOSED
    - SHRUBS @ 12/100' =298 SHRUBS REQUIRED; 380 SHRUBS PROPOSED
  - W. ARDELL RD. (QUARTER SECTION):
    - 10' STREET BUFFER
    - 1,241 FEET STREET BUFFER
    - SHADE TREES @ 2/100' =25 TREES REQUIRED; 23 TREES PROPOSED
    - EVERGREENS @ 3/100' =37 EVERGREEN TREES REQUIRED; 33 EVERGREEN TREES PROPOSED
    - ORNAMENTALS @ 0/100' =0 ORNAMENTALS TREES REQUIRED; 9 ORNAMENTALS TREES PROPOSED
    - SHRUBS @ 12/100' =149 SHRUBS REQUIRED; 197 SHRUBS PROPOSED

- COMMON LOTS:
  1 TREE / 800 SF
  390,386 SF QUALIFIED COMMON LOT AREA
  TOTAL COMMON AREA TREES REQUIRED = 488 SHADE TREES
  415 SHADE TREES + 67 ORNAMENTAL TREES + 79 CONIFERS = 488 (EQUIVALENT) PROVIDED
- RESIDENTIAL LOTS:
  1 TREE / LOT (TO BE INSTALLED BY BUILDER AT TIME OF LOT DEVELOPMENT)
  294 BUILDING LOTS = 294 SHADE TREES = 294 PROVIDED
- NOTE:
  CONIFERS AND ORNAMENTAL TREES ARE SUBSTITUTED AT THE RATE OF 2 PER SHADE TREE.
- MITIGATION FOR REMOVAL OF EXISTING TREES:
  ALL EXISTING TREES ON THE SITE ARE TO REMAIN - NO MITIGATION NECESSARY - COORDINATE WITH THE CITY FORESTER IN THE FIELD TO DETERMINE MITIGATION REQUIREMENTS BEFORE ANY EXISTING TREES ARE DAMAGED OR REMOVED.
- SITE AMENITIES:
  AMENITIES PROVIDED:
  POND
  OPEN GRASSY PLAY AREA
  WALKING PATHS

STAMP: STATE OF IDAHO — JOHN D. ROTERS — PRELIMINARY NOT FOR CONSTRUCTION — 10/11/2021 — LANDSCAPE ARCHITECT

DATE: 10/11/2021

811 Know what's below. Call before you dig. 48 HOURS BEFORE YOU DIG, CALL IDAHO811 TO HAVE UNDERGROUND MEMBER UTILITIES EXCAVATE FOR THE LOCATION OF THEIR UNDERGROUND FACILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

OVERALL LANDSCAPE PLAN

Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

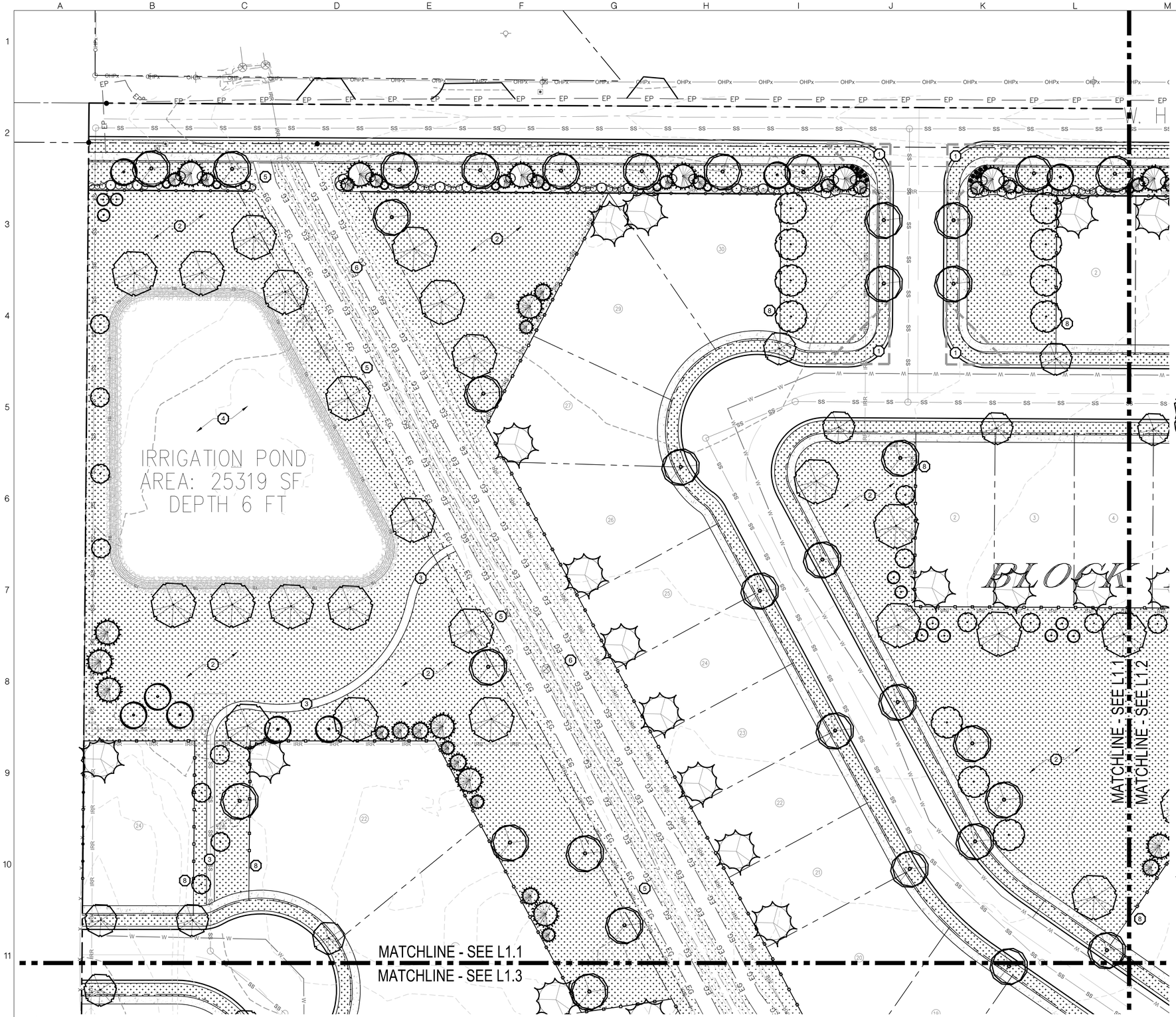
PROJECT NUMBER 21-054

SHEET: L1.0

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT AS CONTRACTUAL RELATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY ON THE PROJECT.

USER:ADAM V JOHNSTON LOCATION:D:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANING PRINT DATE:10/11/2021 12:52 PM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
- PROPERTY LINE (VERIFY)
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	DECIDUOUS TREES		SEE DETAIL 9/L2.0	
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES		SEE DETAIL 8/L2.0	
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS		SEE DETAIL 3/L2.0	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS		SEE DETAIL 4/L2.0	
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
	RESIDENTIAL LOT TREE LIST		SEE DETAIL 9/L2.0	
	Acer platanoides 'Fairview' Fairview Maple	2" B&B	45' hgt. 35' wide	
	Liriodendron tulipifera Tulip Tree	2" B&B	50' hgt. 30' wide	
	Tilia americana 'Greenspire' Greenspire Linden	2" B&B	35' hgt. 30' wide	
	Quercus rubra Red Oak	2" B&B	30' hgt. 25' wide	

NOTE - RESIDENTIAL LOT TREES SHALL BE SELECTED FROM THE ABOVE LIST AND INSTALLED BY LOT OWNER/DEVELOPER AT TIME HOMES ARE BUILT ON EACH LOT.

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO JOHN D. ROVEDA 10/11/2021 LANDSCAPE ARCHITECT PRELIMINARY NOT FOR CONSTRUCTION

DATE: 10/11/2021

Know what's below. Call before you dig. 811 IDAHO LAW REQUIRES 48 HOURS ADVANCE NOTICE BEFORE YOU EXCAVATE FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES

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2002 S. Vista Ave
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South Landscape Architecture P.C.
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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

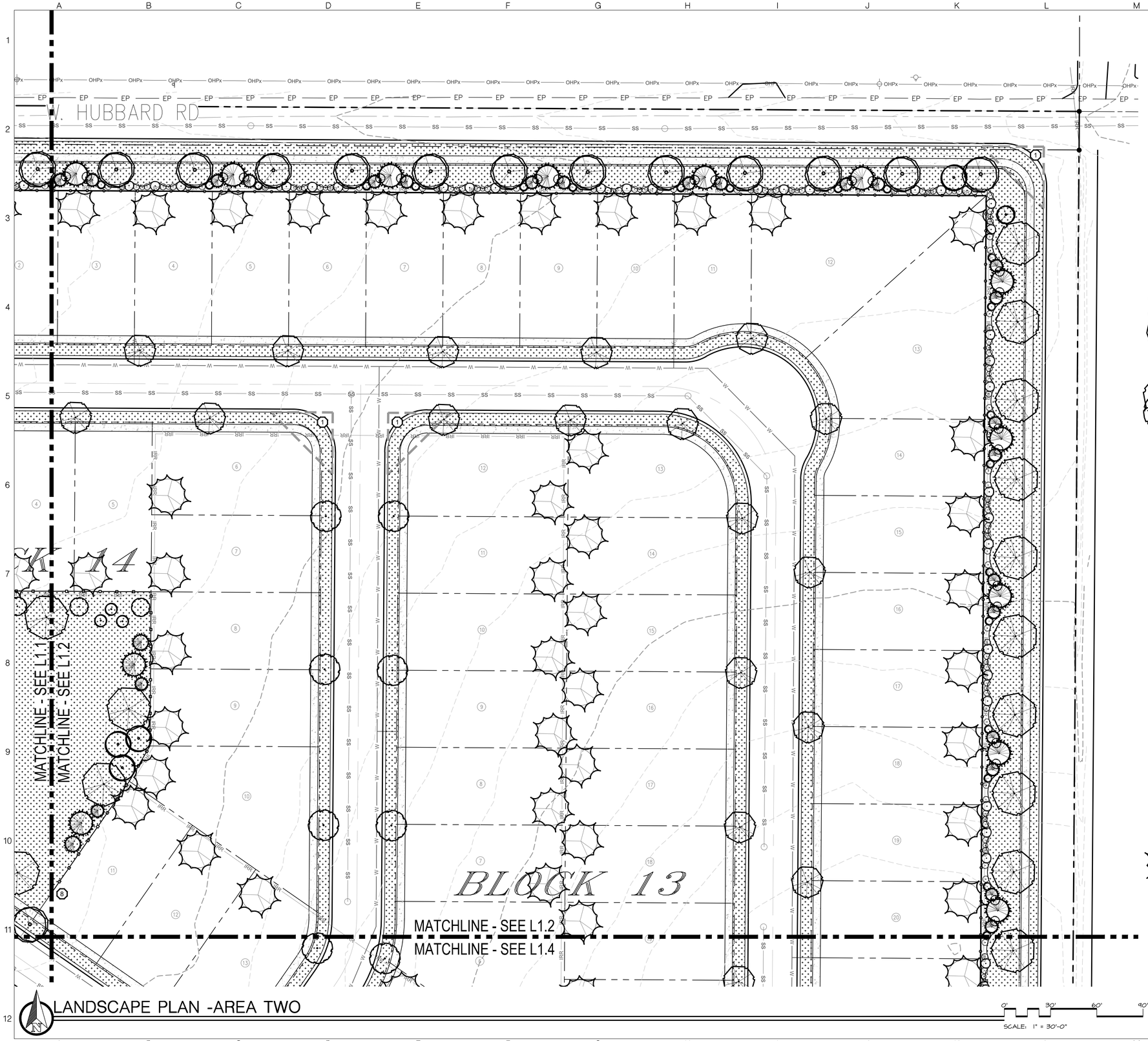
PROJECT NUMBER 21-054

SHEET: L1.1

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT AS CONTRACTUAL OBLIGATIONS ASSIGNED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USES IN THE PROJECT.

USER:ADAM V JOHNSTON LOCATION:N:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANING PRINT DATE:10/11/2021 12:05 PM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
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- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
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- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

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	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
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	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
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	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
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	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
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8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO JOHN D. ROLEKE 10/11/2021 LANDSCAPE ARCHITECT PRELIMINARY NOT FOR CONSTRUCTION

DATE: 10/11/2021

811 Know what's below. Call before you dig. CALL A MINIMUM OF TWO BUSINESS DAYS BEFORE YOU BEGIN EXCAVATION FOR THE LOCATION OF BURIED UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
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Boise, ID 83705
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South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

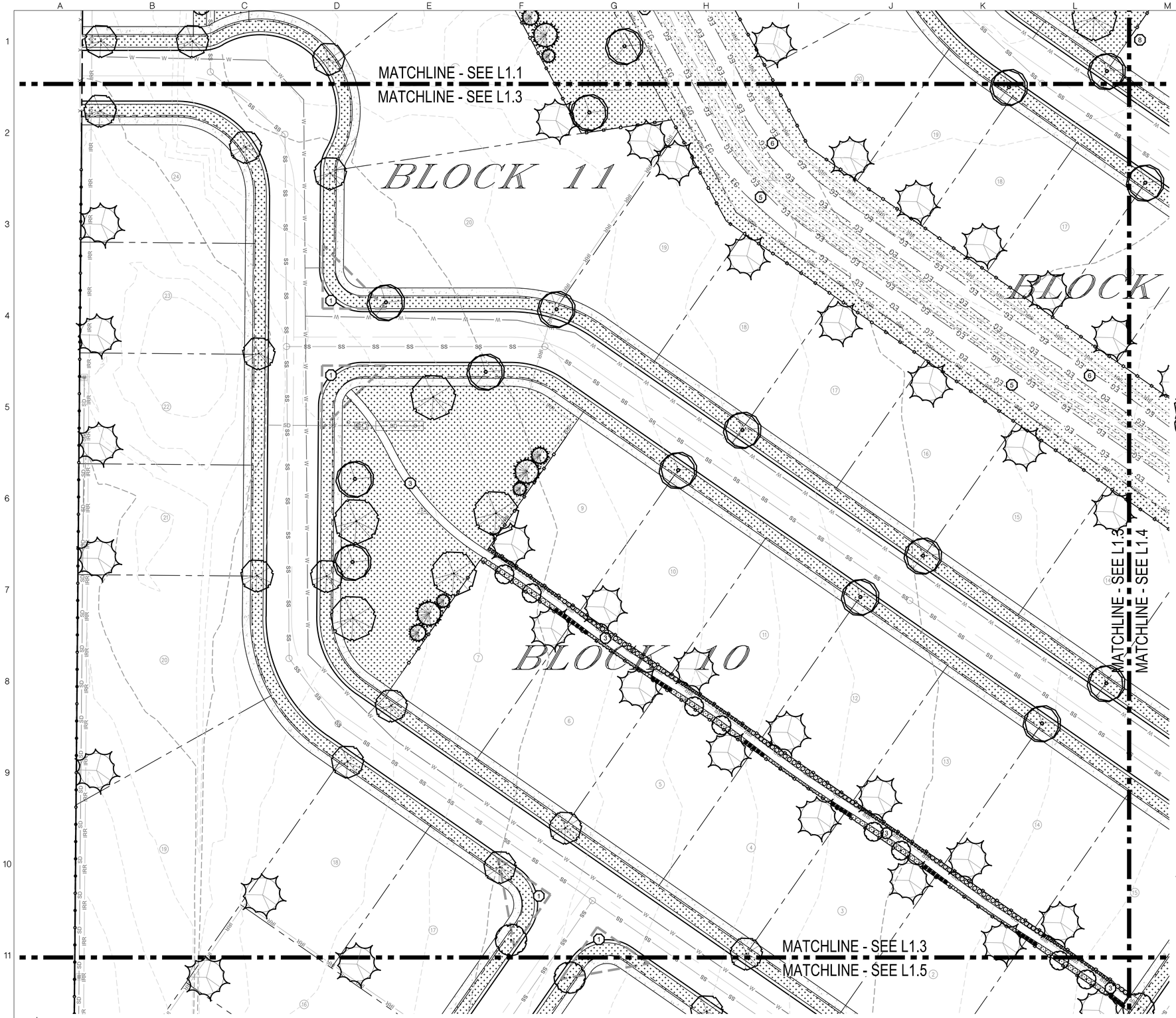
PROJECT NUMBER 21-054

SHEET: L1.2

PRE-PLAT RE-SUBMITTAL

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USER:ADAM V. JOHNSTON LOCATION:G:\PROJECTS\PROJECTS\TERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:10/11/2021 12:55 PM



LANDSCAPE PLAN -AREA THREE

SCALE: 1" = 30'-0"

LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
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	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
	RESIDENTIAL LOT TREE LIST		SEE DETAIL 9/L2.0	
	Acer platanoides 'Fairview' Fairview Maple	2" B&B	45' hgt. 35' wide	
	Liriodendron tulipifera Tulip Tree	2" B&B	50' hgt. 30' wide	
	Tilia americana 'Greenspire' Greenspire Linden	2" B&B	35' hgt. 30' wide	
	Quercus rubra Red Oak	2" B&B	30' hgt. 25' wide	

NOTE - RESIDENTIAL LOT TREES SHALL BE SELECTED FROM THE ABOVE LIST AND INSTALLED BY LOT OWNER/DEVELOPER AT TIME HOMES ARE BUILT ON EACH LOT.

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO · JOHN D. ROSENO · PRELIMINARY NOT FOR CONSTRUCTION · 10/11/2021 · LANDSCAPE ARCH

DATE: 10/11/2021

Know what's below. Call before you dig. 811 IDAHO LAW REQUIRES 48 HOURS NOTICE BEFORE YOU EXCAVATE FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

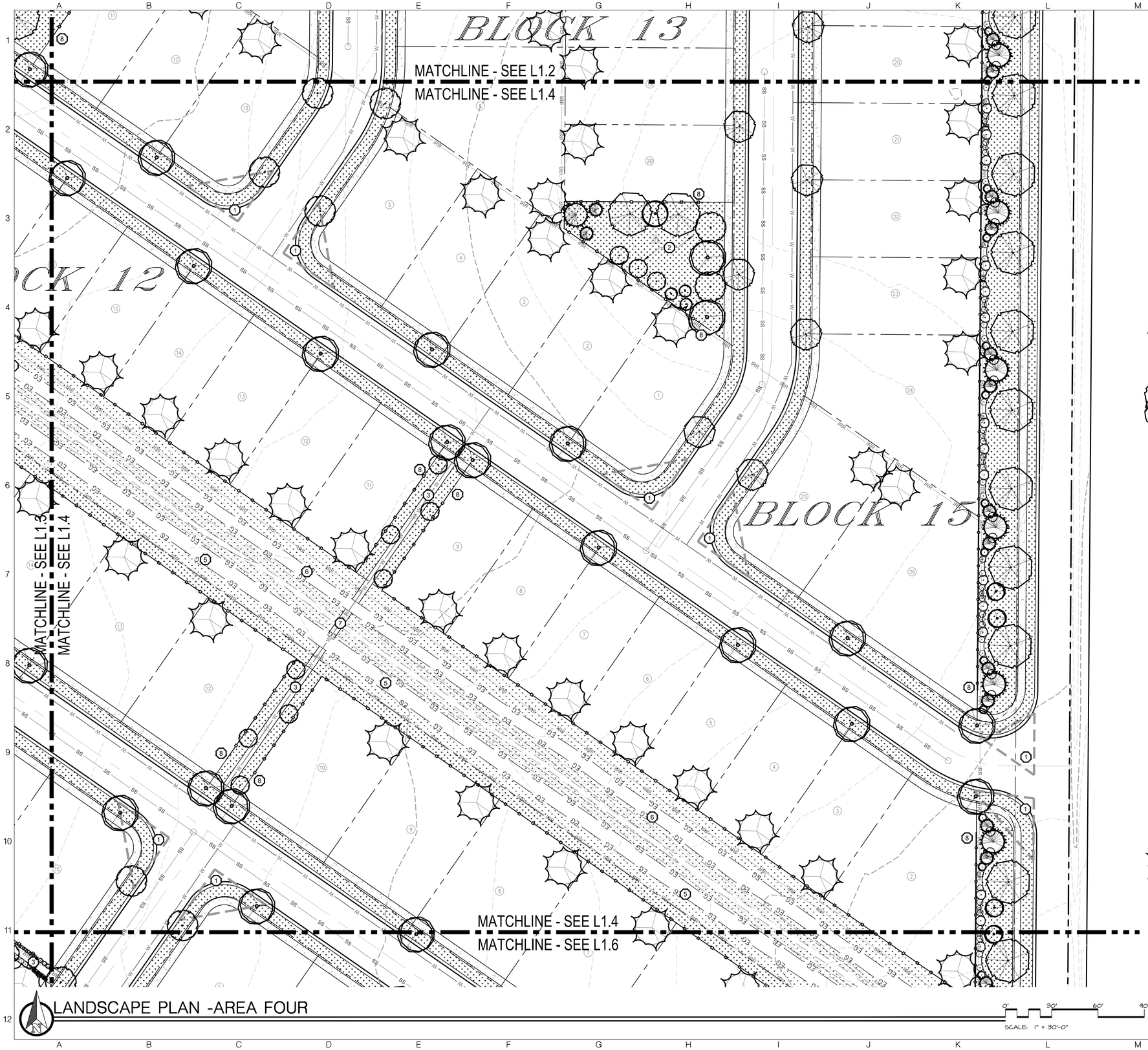
PROJECT NUMBER 21-054

SHEET: L1.3

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL WERE ENGAGED FOR AND ARE PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY ON THE PROJECT.

C:\USERS\ABRAM V JOHNSTON LOCATION\A\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANDWG PRINT DATE\10/11/2021 12:05 PM



LANDSCAPE PLAN -AREA FOUR

SCALE: 1" = 30'-0"

LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
- PROPERTY LINE (VERIFY)
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	DECIDUOUS TREES			SEE DETAIL 9/L2.0
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
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	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
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	Tillia americana 'Greenspire' Greenspire Linden	2" B&B	35' hgt. 30' wide	
	Quercus rubra Red Oak	2" B&B	30' hgt. 25' wide	

NOTE - RESIDENTIAL LOT TREES SHALL BE SELECTED FROM THE ABOVE LIST AND INSTALLED BY LOT OWNER/DEVELOPER AT TIME HOMES ARE BUILT ON EACH LOT.

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO, JOHN D. ROLEDER, PRELIMINARY NOT FOR CONSTRUCTION, 10/11/2021, LANDSCAPE ARCH

DATE: 10/11/2021

Know what's below. Call before you dig. ALL ADVANCE NOTICE REQUIRED BY LAW BEFORE YOU EXCAVATE FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN

Ewing Meadows Subdivision

4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

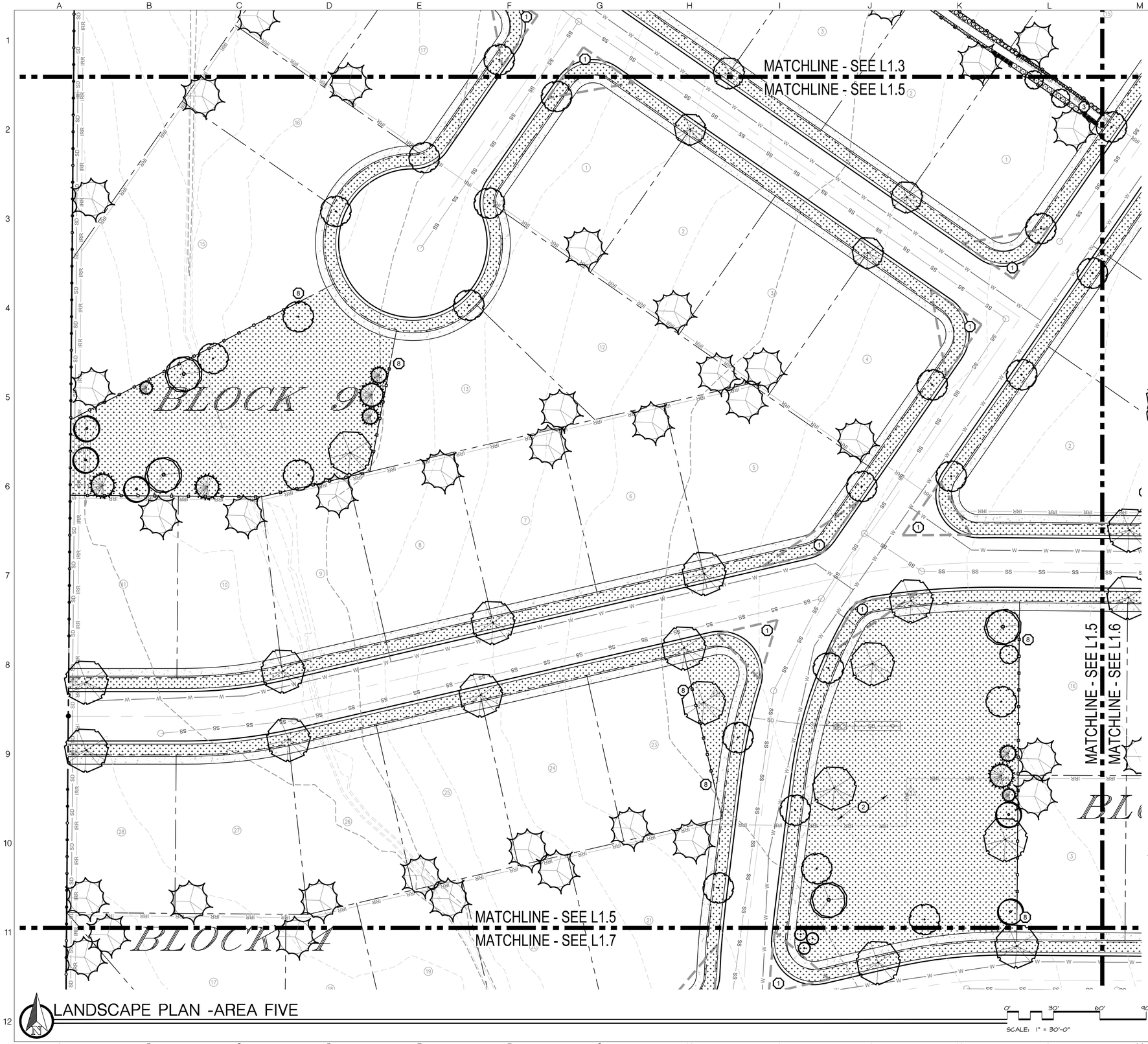
PROJECT NUMBER 21-054

SHEET: L1.4

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT AS CONTRACTUAL OBLIGATIONS ASSIGNED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY ON THE PROJECT.

USER:ADAM AJ JOHNSTON LOCATION:G:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANING PRINT DATE:10/11/2021 10:55 PM



LANDSCAPE PLAN -AREA FIVE

SCALE: 1" = 30'-0"

LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
- PROPERTY LINE (VERIFY)
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES				SEE DETAIL 9/L2.0
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
CONIFEROUS TREES				SEE DETAIL 8/L2.0
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
GROUND COVERS/ GRASSES/ PERENNIALS				SEE DETAIL 3/L2.0
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
SHRUBS				SEE DETAIL 4/L2.0
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
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NOTE - RESIDENTIAL LOT TREES SHALL BE SELECTED FROM THE ABOVE LIST AND INSTALLED BY LOT OWNER/DEVELOPER AT TIME HOMES ARE BUILT ON EACH LOT.

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO, JOHN D. ROSENO, PRELIMINARY NOT FOR CONSTRUCTION, 10/11/2021, LANDSCAPE ARCH

DATE: 10/11/2021

811 Know what's below. Call before you dig. CALL 2 WORKING DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN

Ewing Meadows Subdivision

4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

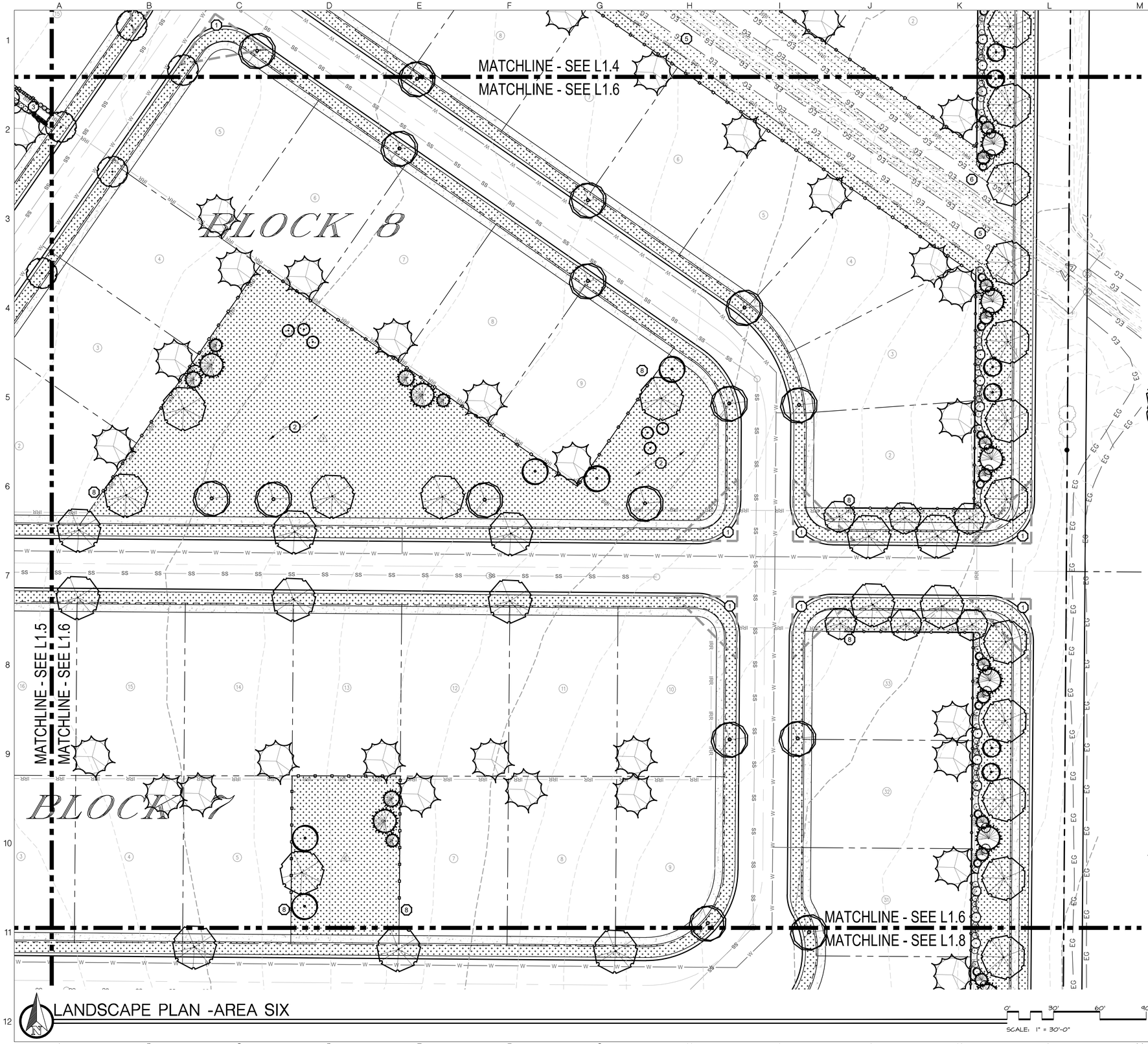
PROJECT NUMBER 21-054

SHEET: L1.5

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY ON THIS PROJECT.

C:\USERS\ADAM V JOHNSTON LOCATION\D:\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE\10/11/2021 12:55 PM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
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8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO · JOHN D. ROSENE · PRELIMINARY NOT FOR CONSTRUCTION · 10/11/2021 · LANDSCAPE ARCHITECT

DATE: 10/11/2021

811 Know what's below. Call before you dig. CALL A MINIMUM OF TWO BUSINESS DAYS BEFORE YOU BEGIN EXCAVATION FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
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South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN

Ewing Meadows Subdivision

4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

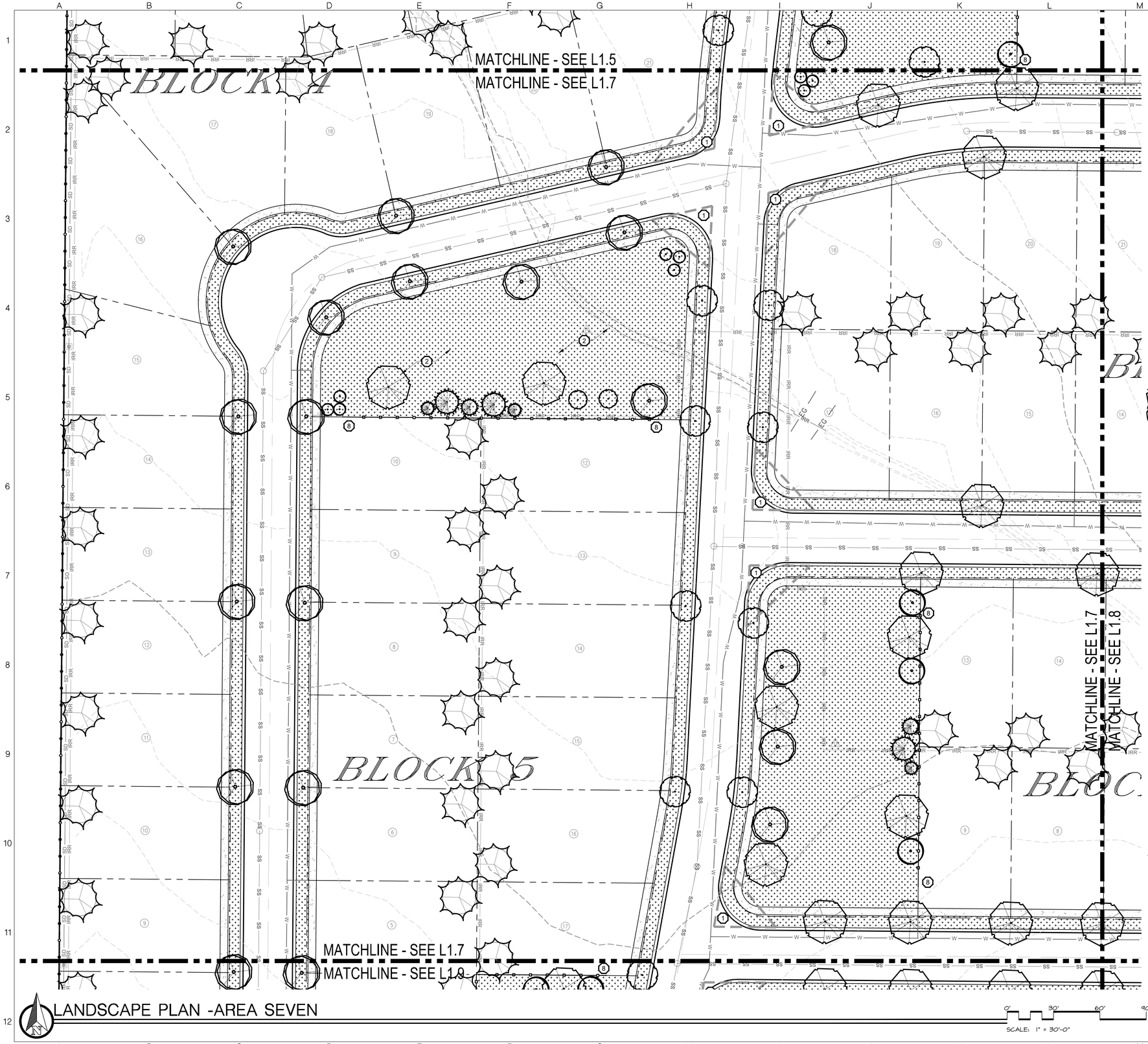
PROJECT NUMBER 21-054

SHEET: L1.6

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USER ON THE PROJECT.

USER:ADAM V JOHNSTON LOCATION:G:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:10/11/2021 12:55 PM



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 6' WROUGHT IRON FENCE, SEE DETAIL 6/L2.0
- POND WATER LINE PER CIVIL
- PROPERTY LINE (VERIFY)
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- GRAVEL ROADWAY SHOULDER PER CIVIL
- 3"-6" WASHED COBBLE PER CIVIL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
	DECIDUOUS TREES			SEE DETAIL 9/L2.0
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES			SEE DETAIL 8/L2.0
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.0
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS			SEE DETAIL 4/L2.0
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
	RESIDENTIAL LOT TREE LIST			SEE DETAIL 9/L2.0
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	Tillia americana 'Greenspire' Greenspire Linden	2" B&B	35' hgt. 30' wide	
	Quercus rubra Red Oak	2" B&B	30' hgt. 25' wide	

NOTE - RESIDENTIAL LOT TREES SHALL BE SELECTED FROM THE ABOVE LIST AND INSTALLED BY LOT OWNER/DEVELOPER AT TIME HOMES ARE BUILT ON EACH LOT.

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
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5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO — JOHN D. ROLAND — PRELIMINARY NOT FOR CONSTRUCTION — 10/11/2021 — LANDSCAPE ARCHITECT

DATE: 10/11/2021

811 Know what's below. Call before you dig. CALL BEFORE YOU DIG - IT'S THE LAW! IDAHO LAW REQUIRES THAT YOU NOTIFY THE APPROPRIATE UNDERGROUND FACILITY OWNER OR OPERATOR BEFORE YOU EXCAVATE FOR THE PROTECTION OF BURIED UNDERGROUND MEMBER UTILITIES

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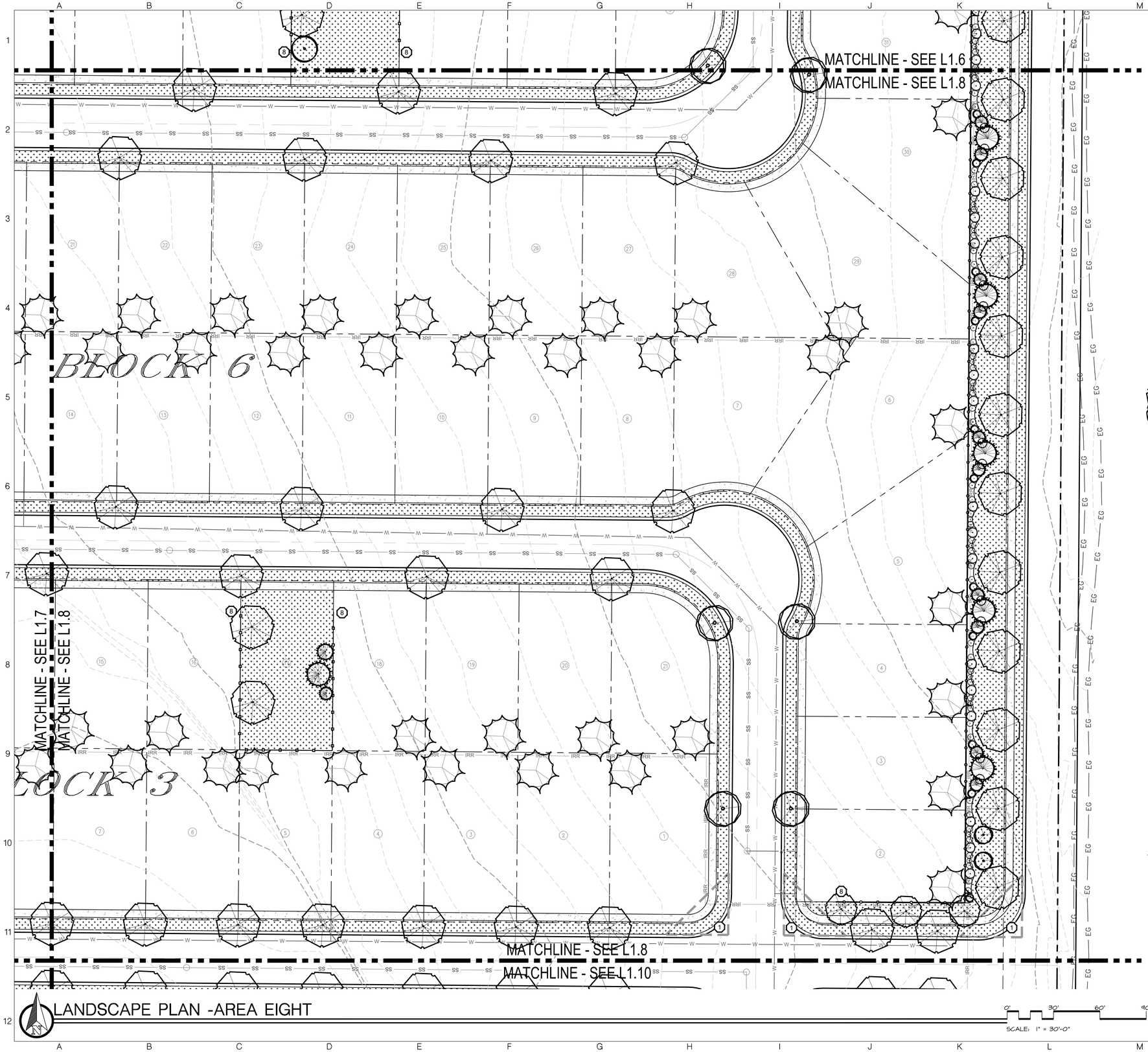
PROJECT NUMBER: 21-054

SHEET: L1.7

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STAMP: STATE OF IDAHO · JOHN D. ROSARIO · 10/11/2021 · LANDSCAPE ARCHITECT · PRELIMINARY NOT FOR CONSTRUCTION

DATE: 10/11/2021

811 Know what's below. Call before you dig. CALL AT LEAST 48 HOURS BEFORE YOU BEGIN EXCAVATION TO REQUEST THAT UTILITIES BE LOCATED. UNDERGROUND MEMBER UTILITIES

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN

Ewing Meadows Subdivision

4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

PROJECT NUMBER 21-054

SHEET: L1.8

PRE-PLAT RE-SUBMITTAL

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USER:ADAM V JOHNSTON LOCATION:J:\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLAN.DWG PRINT DATE:10/11/2021 12:55 PM

MATCHLINE - SEE L1.7

MATCHLINE - SEE L1.8

MATCHLINE - SEE L1.9

MATCHLINE - SEE L1.10

N. RUBINE LN

W. GAINSBORO DR

W. ARDELL

LANDSCAPE PLAN -AREA NINE

SCALE: 1" = 30'-0"

0' 30' 60' 90'

LANDSCAPE LEGEND

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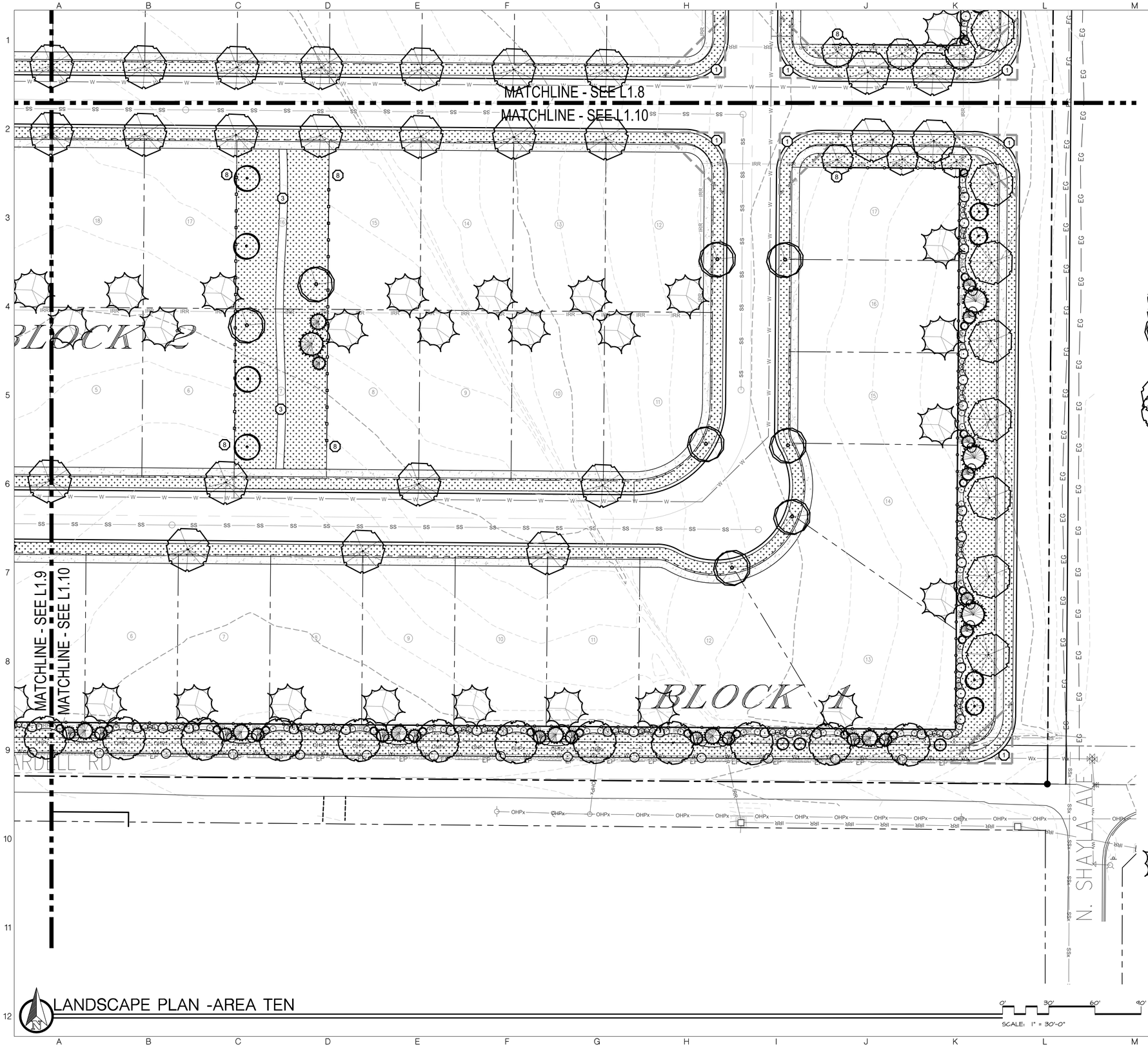
CHECKED BY: JR

PROJECT NUMBER 21-054

SHEET: L1.9

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USER:ADAM V. JOHNSTON LOCATION:G:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA BD 2018\CAD\SHEETS\21-054 LANDSCAPE PLANDWG PRINT DATE:10/11/2021 12:53 PM



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	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Malus x 'Red Baron' Red Barron Crabapple	2" B&B	15' hgt. 10' w	CLASS I
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus robur x alba Streetspire Oak	2" B&B	35' hgt. 15' w	CLASS II
	Tilia tomentosa 'Sterling' Sterling Linden	2" B&B	45' hgt. 35' w	CLASS II
	Zelkova serrata 'Schmidtlow' Wireless Zelkova	2" B&B	24' hgt. 36' w	CLASS II
	CONIFEROUS TREES		SEE DETAIL 8/L2.0	
	Picea pungens 'Bacheri' Bacheri Spruce	6' B&B	15' hgt. 8' w	CONIF.
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	8'-10' B&B	35' hgt. 15' w	CONIF.
	GROUND COVERS/ GRASSES/ PERENNIALS		SEE DETAIL 3/L2.0	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 3' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	2' hgt. x 3' wide	
	Phlox subulata 'Candy Stripe' Candy Stripe Creeping Phlox	1 Gal.	6" hgt. x 3' wide	
	SHRUBS		SEE DETAIL 4/L2.0	
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Berberis thunbergii 'Helmond Pillar' Helmond Pillar Barberry	2 Gal.	3' hgt. x 2' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber" Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 Gal.	1' hgt. x 6' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	2 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
	RESIDENTIAL LOT TREE LIST		SEE DETAIL 9/L2.0	
	Acer platanoides 'Fairview' Fairview Maple	2" B&B	45' hgt. 35' wide	
	Liriodendron tulipifera Tulip Tree	2" B&B	50' hgt. 30' wide	
	Tillia americana 'Greenspire' Greenspire Linden	2" B&B	35' hgt. 30' wide	
	Quercus rubra Red Oak	2" B&B	30' hgt. 25' wide	

NOTE - RESIDENTIAL LOT TREES SHALL BE SELECTED FROM THE ABOVE LIST AND INSTALLED BY LOT OWNER/DEVELOPER AT TIME HOMES ARE BUILT ON EACH LOT.

CALLOUT LEGEND

1. 40' VISION TRIANGLE
2. OPEN GRASSY PLAY SPACE
3. 5'-0" WIDE CONCRETE PATHWAY, SEE DETAIL 5/L2.0.
4. IRRIGATION POND PER CIVIL.
5. 10'-0" WIDE ASPHALT PATHWAY, SEE DETAIL 5/L2.0.
6. EXISTING 10'-0" WIDE GRAVEL ACCESS ROAD TO REMAIN.
7. 5'-0" WIDE FOOT BRIDGE. COORDINATE AS REQUIRED.
8. START FENCE LINE AT 20' BUILDING SETBACK.

STAMP: STATE OF IDAHO — JOHN D. ROSENO — PRELIMINARY NOT FOR CONSTRUCTION — 10/11/2021 — LANDSCAPE ARCHITECT

DATE: 10/11/2021

811 Know what's below. Call before you dig. CALL 2 WORKING DAYS BEFORE YOU BEGIN EXCAVATION. IT IS THE RESPONSIBILITY OF THE EXCAVATOR TO LOCATE ALL UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

DETAILED LANDSCAPE PLAN
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

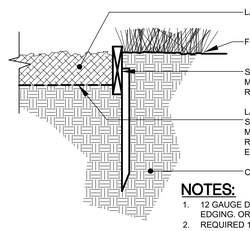
PROJECT NUMBER 21-054

SHEET: L1.10

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL WAS PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY ON THE PROJECT.

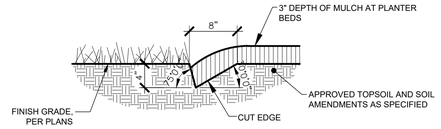
USER:ADAM V. JOHNSTON LOCATION:G:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANING PRINT DATE:10/11/2021 12:05 PM



NOTES:
1. 12 GAUGE DURAEDGE STEEL LANDSCAPE EDGING, OR APPROVED EQUAL.
2. REQUIRED 10' LENGTHS.
3. FOUR (4) STAKES PER LENGTH.

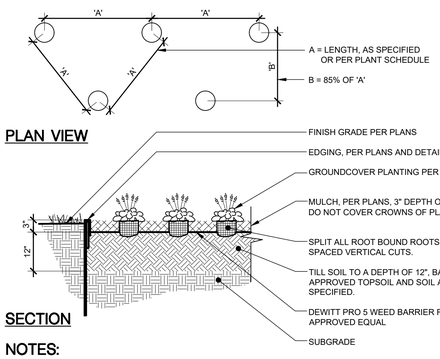
1 DURA EDGE STEEL EDGING

NOT TO SCALE



2 PLANTER BED CUT EDGE (TYPICAL AT TREES IN TURF AREAS)

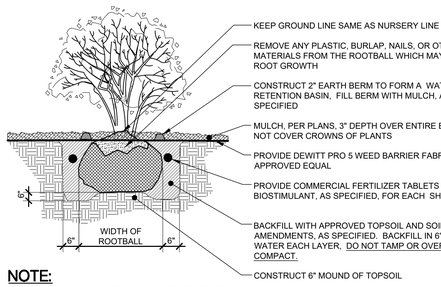
NOT TO SCALE



NOTES:
1. ALL GROUNDCOVER PLANTS TO BE PLANTED ON CENTER AND IN A TRIANGULAR PATTERN.
2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

3 PERENNIAL & GROUNDCOVER PLANTING

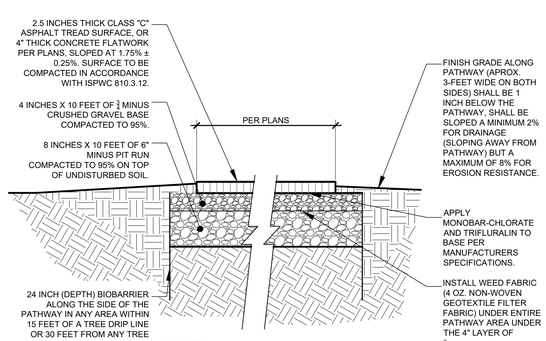
NOT TO SCALE



NOTE:
1. WATER SHRUB TWICE WITHIN FIRST 24 HOURS.
2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

4 SHRUB PLANTING

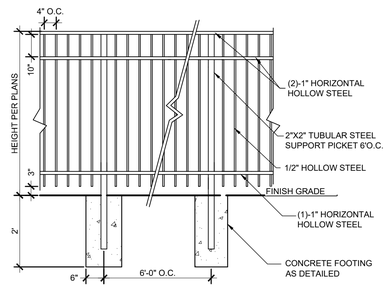
NOT TO SCALE



NOTE:
1. THE LAYOUT OF THE PATHWAY MUST FACILITATE ACCESS OF CITY SERVICE AND EMERGENCY VEHICLES (I.E. TURN RADIUS AND SLOPE SUITABLE FOR FULL SIZE PICKUP AND 15' TRAILER
2. ALL TREES WITHIN 4-FEET OF EACH SIDE OF THE 8-FOOT WIDE PATHWAY TREAD SHALL BE REMOVED.
3. ALL ROOTS SHALL BE CUT ALONG BOTH SIDES OF PATHWAY A MINIMUM OF 24-INCHES IN DEPTH AND REMOVE ALL ROOT MATERIAL THAT CROSSES THE PATHWAY PRIOR TO CONSTRUCTION.

5 PAVED WALKING PATH

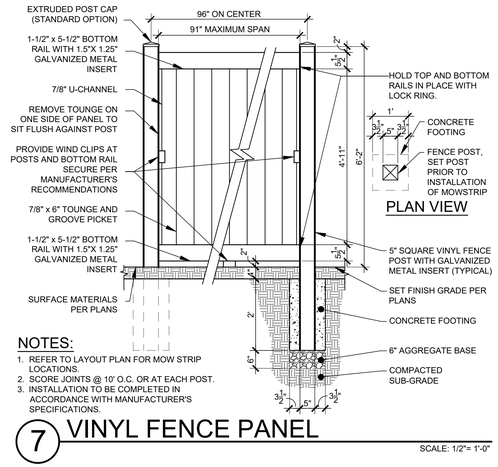
Scale: 3/4"= 1'-0"



NOTES:
1. REFER TO PLANS FOR FENCE LOCATIONS.
2. CONTRACTORS ARE RESPONSIBLE FOR SHOP DRAWINGS TO BE REVIEWED BY LANDSCAPE ARCHITECT BEFORE INSTALLATION.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. WROUGHT IRON TO BE PAINTED WITH ELECTRO STATIC PAINT - COLOR AS DIRECTED BY OWNER.

6 WROUGHT IRON FENCE

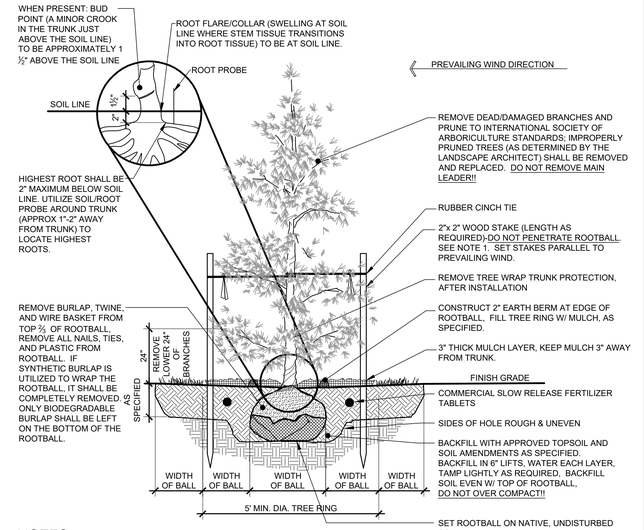
Scale: 1/2"= 1'-0"



NOTES:
1. REFER TO LAYOUT PLAN FOR MOW STRIP LOCATIONS.
2. SCORE JOINTS @ 10' O.C. OR AT EACH POST.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

7 VINYL FENCE PANEL

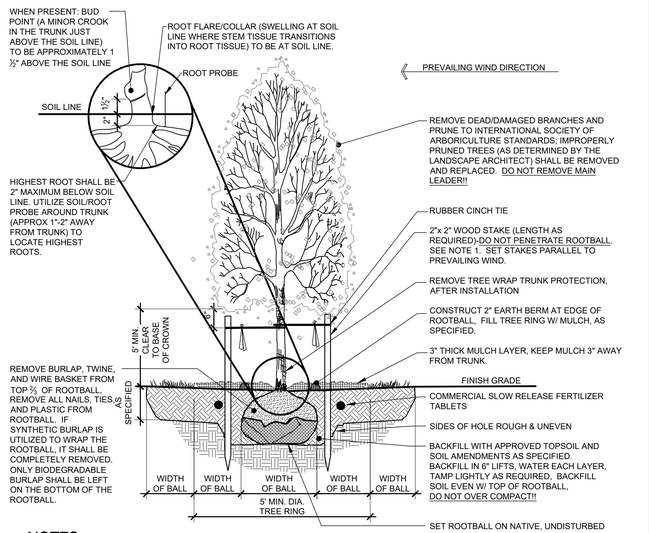
SCALE: 1/2"= 1'-0"



NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICH EVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

8 CONIFEROUS TREE PLANTING

NOT TO SCALE



NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
7. FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0" IN WIDTH, PROVIDE TREE ROOT BARRIER (DEEPROOT #24-2 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. EXTEND ROOT BARRIER TO 80% OF MATURE TREE CANOPY. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS, CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

9 DECIDUOUS TREE PLANTING

NOT TO SCALE

STAMP: STATE OF IDAHO JOHN D. ROSENCRANS 10/11/2021 LANDSCAPE ARCHITECT
PRELIMINARY NOT FOR CONSTRUCTION

DATE: 10/11/2021

811 Know what's below. Call before you dig. CALL 48 HOURS BEFORE YOU BEGIN EXCAVATION. IT IS UNLAWFUL TO EXCAVATE FOR THE PURPOSE OF LOCATING UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbge.com
www.sbbge.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

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REVISIONS:

No.	Date	Description

LANDSCAPE DETAILS
Ewing Meadows Subdivision
4387 W. Hubbard Rd. Kuna, ID 83634

DRAWN BY: AJ

CHECKED BY: JR

PROJECT NUMBER 21-054

SHEET: L2.0

PRE-PLAT RE-SUBMITTAL

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY CONSTRUCTION CONTRACTOR ON THE PROJECT.

USER:ADAM V JOHNSTON LOCATION:N:\PROJECTS\PROJECTS\STERLING LAND DEVELOPMENT\21-054 KUNA 80 SUB\CAD\SHEETS\21-054 LANDSCAPE PLANDVG PRINT DATE:10/11/2021 12:05 PM

4.3.7.1 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;

4.3.7.2 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; and

4.3.7.3 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, without limitation, pedestrian and bicycle pathways.

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

4.3.9 Other. The Association shall have such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of Declarant that the Association have broad power and authority consistent with the Project Documents and applicable law.

4.4. Duties.

In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

4.4.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of the Real Property. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association.

4.4.2 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.

4.4.3 Maintenance of Berms and Retaining Walls. Maintain any berms, retaining walls, and water amenities within and abutting any Common Area.

4.4.4 Improvements in the Public Right-of-Way. Maintain, improve, operate, repair and replace the facilities and improvements described in Section 4.3.5.

COMMITMENT TO PROPERTY POSTING

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

Per Kuna City Code (KCC) 5-1A-8, the Applicant, for all applications requiring a Public Hearing, shall post the subject property *not less than ten (10) days prior to the hearing*. The Applicant shall post a copy of the Public Hearing notice on the property under consideration; all posting must be in substantial compliance.

The Applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the Planning and Zoning Department *no later than seven (7) days* prior to the Public Hearing, attesting to where and when the sign(s) were posted. Unless such certificate is received by the required date, the hearing will be continued to the next available date, as scheduling permits.

The signs shall be removed no later than three (3) days after the end of the Public Hearing for which the sign(s) had been posted.

Print Name: Bonnie L. Layton

Signature: _____ Date: _____

DocuSign Envelope ID: 4863A02E-A1C4-4864-ABE7-16CAC0DC02D8

TRAFFIC IMPACT STUDY FOR

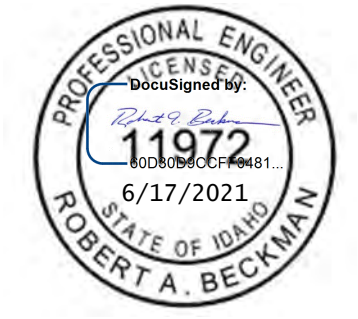
STERLING – KUNA80 SUBDIVISION
W HUBBARD ROAD

DATE:
June 16, 2021

LOCATION:
Kuna, Idaho

PREPARED FOR:
Sterling Land Development, Inc.

PREPARED BY:
NV5 Engineers and Consultants, Inc.
Contact: Robert Beckman, PE, PTOE
Robert.Beckman@NV5.com



NV5
nv5.com

DocuSign Envelope ID: 4863A02E-A1C4-4864-ABE7-16CAC0DC02D8

1.0 EXECUTIVE SUMMARY

This study was prepared in accordance with the Ada County Highway District's *(ACHD)* requirements for a Traffic Impact Study listed in Section 7106 of the current *ACHD Policy Manual.* It evaluates the traffic impacts associated with a proposed residential development located in Kuna, Idaho. The study area, scope, specific analysis parameters, and requirements are the result of an Area of Influence review performed by the Community Planning Association of Southwest Idaho (COMPASS), a preliminary scoping memo submitted to ACHD for concurrence prior to this study and review of the surrounding area. The study's principal findings and recommendations are summarized below.

Proposed Development

The proposed development consists of 284 single-family dwelling units located on 80 acres on the south side of Hubbard Road, west of Ten Mile Road in Kuna, Idaho. As buildout of the proposed development is expected to be completed in 2-3 years, 2025 was selected as a conservative buildout year. Due to the short duration of buildout, an interim evaluation was not required. The proposed development is estimated to generate 2,716 daily trips, 206 AM peak hour trips, and 277 PM peak hour trips.

The primary roadway network serving this proposed development includes the following intersections and roadway segments:

- Intersections
  - Ardell Road & Shayla Avenue
  - Deer Flat Road & Ten Mile Road
  - Ardell Road & Ten Mile Road
  - Hubbard Road & Ten Mile Road
  - Columbia Road & Ten Mile Road
  - Hubbard Road & Linder Road
  - Hubbard Road & Shayla Avenue
  - All site access locations

- Segments
  - Ardell Road, between Ten Mile Road & Shayla Avenue
  - Ten Mile Road, between Deer Flat Road and Ardell Road
  - Ten Mile Road, between Ardell Road and Hubbard Road
  - Ten Mile Road, between Hubbard Road and Columbia Road
  - Hubbard Road, between Ten Mile Road and Linder Road

Primary access to the site will be provided via two new access points located along Hubbard Road and Ardell Road.

Proposed Mitigation for Existing Traffic

For the existing traffic conditions analyzed with the existing roadway configuration, all study area roadway segments meet minimum operational thresholds. No roadway improvements are needed to mitigate the existing traffic.

For the existing traffic conditions analyzed with the existing intersection control, and lane configuration, all intersections meet minimum requirements. No intersection improvements are needed to mitigate the existing traffic.

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Proposed Mitigation for 2025 Background Traffic

For the 2025 Background traffic conditions analyzed with the existing roadway configuration, all study area roadway segments meet minimum operational thresholds. No roadway improvements are needed to mitigate the 2025 Background traffic.

For the 2025 Background traffic conditions analyzed with the existing intersection controls and lane configurations, the intersection of Columbia Road & Ten Mile Road does not meet minimum operational thresholds.

The following mitigations are recommended:

- Columbia Road & Ten Mile Road
  - Single-Lane Roundabout
  - Traffic Signal

Proposed Mitigation for 2025 Site Plus Background Traffic

For the 2025 Site Plus Background traffic conditions analyzed with the existing roadway configuration, the roadway segment of Ten Mile Road, between Ardell Road and Hubbard and between Hubbard Road and Columbia Road do not meet minimum operational thresholds.

The following mitigations are recommended:

- Ten Mile Road, between Ardell Road and Hubbard Road
  - Continuous Left-Turn Lane
- Ten Mile Road, between Hubbard Road and Columbia Road
  - Continuous Left-Turn Lane

For the 2025 Site Plus Background traffic conditions analyzed with the existing intersection control and lane configuration, or previously recommended mitigations, the intersections of Hubbard Road & Ten Mile Road and Hubbard Road & Linder Road do not meet minimum operational thresholds.

The following mitigations are recommended:

- Hubbard Road & Ten Mile
  - Single-Lane Roundabout
  - Traffic Signal
- Hubbard Road & Linder Road
  - Westbound Left-turn Lane

Doug Hanson

From: Doug Hanson
Sent: Tuesday, August 3, 2021 2:43 PM
To: 'Ada County Engineer'; 'Ada County Highway District'; 'Adam Ingram'; 'Beky Rone (Kuna USPS Addressing)'; Bobby Withrow; 'Boise Project Board of Control'; 'Brent Moore (Ada County)'; 'Cable One TV'; Catherine Feistner; 'Central District Health Department '; 'Chief Fratusco'; 'COMPASS'; 'David Reinhart'; 'DEQ'; 'Eric Adolfson'; 'Idaho Power Easements'; 'Idaho Power Easements 2'; 'Intermountain Gas'; 'ITD'; 'J&M Sanitation'; Jace Hellman; 'Krystal Hinkle'; 'Leon Letson (Ada County)'; 'Marc Boyer (Kuna Postmaster)'; 'Marci Horner (Meridian School District)'; 'Megan Leatherman'; 'Nampa Meridian Irrigation District '; 'New York Irrigation'; 'Paris Dickerson'; Paul Stevens; 'Planning Manager (Ada County Development Services)'; 'Robbie Reno'; 'Stacey Yarrington (Ada County)'; 'TJ Lawrence (Interim KRFD Chief)'
Subject: 21-04-ZC, 21-05-S Ewing Meadows City of Kuna Request for Comment
Attachments: Part 1 21-04-ZC, 21-05-S Ewing Meadows Agency Transmittal Packet.pdf

August 3, 2021

Notice is hereby given by the City of Kuna that the following actions are under consideration, due to file size the packet will be coming in three parts. Please find part 1 attached.

FILE NUMBER:	*21-04-ZC* (Rezone), *21-05-S* (Preliminary Plat)
PROJECT DESCRIPTION	Sterling Land Development Inc requests a rezone for approximately 80.75 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.75 acres into 319 total lots (298 buildable lots, 21 common lots). The site is located in Section 15, Township 2 north, Range 1 West (APN: S1315212403).
SITE LOCATION	4387 W Hubbard Road, Kuna, Idaho 83634.
REPRESENTATIVE	Bonnie Layton 690 S Industry Way, Suite 10 Meridian, ID 83642 208.724.2624 bonnie.layton@nv5.com
SCHEDULED HEARING DATE	Tuesday, **September 28, 2021** 6:00 P.M.
STAFF CONTACT	Doug Hanson dhanson@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989

We have included a packet with the application items that were submitted to assist you with your consideration and responses. **No response within 15 business days will indicate you have no objection or concerns with this proposed project.** We would appreciate any information you can provide about how this action would affect the services you provide. The public hearing is at 6:00 p.m. or, as soon thereafter as it may be heard, in Kuna's chambers located at Kuna City Hall 751 W. 4th Street, Kuna, Idaho. If your agency needs additional time for review, please let our office know ASAP.

Best,

Doug Hanson
Planner II
City of Kuna
751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov
208.287.1771

ADA COUNTY DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300 PHONE (208) 287-7900
https://adacounty.id.gov/developmentservices FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

August 2, 2021

Doug Hanson
Kuna City Planning Department
PO Box 13
Kuna, ID 83634

RE: 21-04-ZC, 21-05-S / 4387 W Hubbard Road / Ewing Meadows Subdivision

Doug,

The City of Kuna has requested feedback regarding the proposed annexation, planned unit development, and preliminary plat for the Ewing Meadows Subdivision, which will consist of 298 detached single-family lots on 80 acres located at 4387 W Hubbard Road.

Ada County is supportive of the application due to the proximity of the site to existing public services. *Goal 2.2f* of the Ada County Comprehensive Plan encourages residential development to occur at urban densities within Areas of City Impact where public facilities are available.

The layout of the subdivision complies with many of the goals of the Ada County Comprehensive Plan. The proposal to set aside 15% of the site as usable open space, which will include grassy areas, a tot lot, park benches and shady structures, is compatible with *Goal 1.3:* which call for the development of recreational areas and programs for the use and enjoyment of residents of all ages and abilities. The pedestrian pathways throughout the development will provide connectivity to the proposed open space/park areas.

The proposed access points to both Ardell Road and Hubbard Road and the stub streets proposed to the west are supported by *Goal 4.3* of the Ada County Comprehensive Plan which supports the development of local transportation systems that are well-connected both internally and to the regional transportation system, and *Goal 4.3d* which calls for new developments to provide stub streets that will connect to future developments on adjacent lands wherever possible. The proposed new north/south collector street, Shayla Avenue, is supported by *Goal 4.3a:* which promotes the design of continuous collector streets that discourages cut-through traffic on local streets.

Regarding the land use, the proposal is for detached single family lots with a proposed zoning of R-6, which allows for 6 units per acre. The site is contiguous to City of Kuna limits. Therefore, the proposed development is compatible with other development in the area.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

Return to:
- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☐ Meridian
- ☒ Kuna
- ☐ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 21-05-S

Ewing Meadows

☐ 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 CDH.

☐ 14. _____

Reviewed By: _____

Date: 8/5/2021

6/20 jes

Review Sheet

GALE MASLONKA
CHAIRMAN OF THE BOARD

RICHARD DURRANT
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

RECEIVED
AUG 09 2021
CITY OF KUNA

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

06 August 2021

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

RE: Bonnie Layton (Ewing Meadows **21-04-ZC, 21-05-S**
3925 W Hubbard Rd, Kuna
Boise-Kuna Irrigation District BK-1401, 289
Teed Lateral 263+90, 267+50, Ramsey Lateral 114+60
Sec. 15, T2N, R1W, BM.

Doug Hanson:

The United States' Teed Canal lies within the boundary of the above-mentioned location. The easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this canal. We assert the federal easement 30 feet south and west and 30 feet north and east of the canal's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (other than grass or gravel) within its easements, as this will certainly increase our cost of maintenance. Easement must remain a flat drivable surface.

Fencing and pathways (as may be required) must be constructed just off the canal easement, to ensure public safety and prevent encroachments.

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.

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the canal is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Crossing agreements must be secured and signed by all parties prior to March 1st of each year. A time schedule for the construction to be done during the non-irrigation season must be approved by Boise Project prior to any activity within Project easements. No construction will be allowed within the easement boundaries of the Boise Project Board of Control facilities after March 15th of each year. However, on a case-by-case basis, overhead utilities and utilities boring underneath a Project facility may be allowed after March 15th if reviewed and approved by the Boise Project.

The piping and relocation of any Lateral, Canal and/or Drain must be reviewed and approved by the Project and is (to include all appurtenant boxes and/or structures) and must be warranted by the landowner for a period of (5) five-years. The Warrantee Agreement must be secured prior to ANY disturbance of that facility.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

Should there be any small (neighborhood) irrigation ditches on this site, the developers and/or landowners will be obligated to protect them and allow water to pass to downstream neighbors.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Whereas this property lies within the Boise-Kuna Irrigation District it is important that representatives of this development contact the BKID office as soon as possible to discuss a pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.

Boise Project Board of Control must receive a written response from the Boise-Kuna Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Future preliminary and final plats must call out the Project easements and the plats must also note, which lots have surface irrigation water rights and which lots do not.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc: Clint McCormick Watermaster, Div; 2 BPBC
Alicia Flavel Secretary – Treasurer, BKID
File

STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

August 13, 2021

By e-mail: dhanson@kunaid.gov

City of Kuna
751 W 4th St
Kuna, ID 83634

Subject: Ewing Meadows Subdivision, 21-04-ZC/21-05-S

Dear Mr. Hanson:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. **AIR QUALITY**

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollution Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.

- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

  For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Albert Crawshaw, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.

- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2021AEK156

RECEIVED
AUG 16 2021
CITY OF KUNA

ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

August 11, 2021

Doug Hanson, Planner I
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RE: 21-04-ZC & 21-05-S/ 4387 W. Hubbard Road

Dear Doug:

Nampa & Meridian Irrigation District (NMID) has no comment on the above referenced application as it lies outside of our district boundaries. Please contact Thomas Ritthaler, Boise Project- Board of Control, at 208-344-1141 or 2465 Overland Road Room 202 Boise, ID 83705-3173.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC /gnf

Cc:
Office/ file
T. Ritthaler, Board of Control

Communities in Motion 2040 2.0 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 2.0* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: Ewing Meadows

Agency: Kuna

CIM Vision Category: Future Neighborhoods

New households: 298

New jobs: 0

Exceeds CIM forecast: No



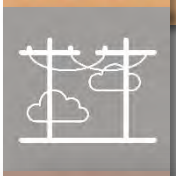
CIM Corridor: None
Pedestrian level of stress: N/A
Bicycle level of stress: N/A

Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.



Housing within 1 mile: 1,280
Jobs within 1 mile: 110
Jobs/Housing Ratio: 0.1

A good jobs/housing balance – a ratio between 1 and 1.5 – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.



Nearest police station: 1.7 miles
Nearest fire station: 2.6 miles

Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.



Farmland consumed: Yes
Farmland within 1 mile: 888 acres

Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.



Nearest bus stop: >4 miles
Nearest public school: 0.3 miles
Nearest public park: 1.7 miles
Nearest grocery store: 3 miles

Residents who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

The proposal is on the fringe of urban development in an area removed from employment centers and existing public transportation. The closest transit services are located more than four miles away and there are no planned routes for public transportation near this location.

The location is within walking distance of Crimson Point Elementary School. To support the Regional Safe Routes to Schools Program consider a safe pedestrian crossing on West Ardell Road at West Gainsboro Drive.

More information about COMPASS and *Communities in Motion 2040 2.0*:
Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

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

Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

PRELIMINARY PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**30 August 2021**	
RE:	**Public Works Comments**	
	Ewing Meadows Subdivision – 21-04-ZC (Rezone) 21-05-S (Preliminary Plat)	

The Ewing Meadows Subdivision, located on the northwest corner of W Ardell Rd and N Shayla Rd, dated 3 August 2021 has been reviewed. This review is based on land use as allowed or permitted in "R-6" zones. This application encompasses 77.14 acres. This application contains a total of 298 single-family residential lots, and 21 common lots. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Public Works staff cannot provide positive support for this development with the current design. The applicant proposes designing telemetry with a lift station containing two (2) lift stations already connected to the force main. Public Works staff recommends constructing gravity sewer for thirty (30) lots in phase 1 that may gravity into Crimson Point Lift Station. The applicant should gravity sewer the remainder of the development to the future northern regional lift station.

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

1) Inspection Fees

a) An inspection fee will apply to inspect the final construction of water, sewer, and irrigation facilities associated with this development.
b) The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.
c) The developer's engineer and the City's inspector are permitted to coordinate inspections. The current inspection fee is $1.00 per lineal foot of sewer, water, and pressure irrigation pipe. *Payment is due and payable prior to the pre-construction meeting.*
d) The Kuna Rural Fire District's current hydrant flow testing and plat base fee are $300.00 and $75.00 respectively for a total of $375.00. *Payment is due and payable prior to the pre-construction meeting.*

2) General

a) The Ewing Meadows Subdivision encompasses 77.14 acres with City of Kuna A zoning designation.
b) Ewing Meadows Subdivision requests the development be rezoned from A to R-6.
c) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 948. This makes the realized density approximately 13 people per acre.
d) The preliminary plat shows five (7) total accesses to the subdivision, one (1) off of W Ardell Rd, three (3) off of N Shayla Rd, one (1) off of W Hubbard Rd, one (1) off of W Secesh Creek St, and one (1) off of W Malad Creek St.
e) The applicant is providing street connectivity with Arroyo Vista Subdivision.
f) At least two access point are required in Phase I per Kuna Rural Fire District (KRFD) or no more than thirty (30) certificates of occupancy.
g) Areas for outside activities are incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be considered.
h) A plan approval letter will be required if this project affects any local irrigation districts.
i) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
j) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
k) All positional information shall be from the most recent state plane coordinate system.
l) Provide engineering certification on all final engineering drawings.
m) The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrance of the subdivision, at intersections, and at every 250' interval. Streetlights should coincide with Fire Hydrants whenever possible.
n) Kuna Rural Fire District (KRFD) requires fire hydrants at 500' intervals.

3) Right-of-Way

a) Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
b) Approaches onto classified streets must comply with ACHD approach policies.
c) All street construction must meet or exceed City of Kuna and ACHD development standards.
d) All City mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
e) The KRFD Deputy Fire Marshal, or its representative, must approve fire access to the subdivision and any traffic calming measures.
f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load. City Code 6-4-2-B.14 requires the subdivision to connect to the City sewer system. City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels.

b) The developer plans to design and construct a lift station in the northwest corner of the property and is in communication with public works. The developer shall provide clarity as to what phase the lift station will be designed and constructed.
c) Public Works recommends the south portion of the development to gravity into Crimson Point lift station. The remaining property should gravity into the future regional lift station to the north. This may eliminate the need to design telemetry work with the Crimson Point Lift Station force main.
d) The applicant shall communicate with surrounding developments to provide an adequate sewer solution to minimize required lift stations.
e) All sewer infrastructure must meet or exceed City of Kuna requirements.
f) A larger sewer gravity main on W Hubbard Rd is required in accordance with the sewer master plan and sewer flow model results.
g) Sewer flow models will be required to verify and accommodate pipe sizes.
h) Sewer connection fees apply to each lot containing a home or other facility.
i) All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality requirements. Documentation shall be provided to the City of Kuna.
j) This application shall conform to the sewer master plan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected water demand. City Code 6-4-2-B.23 requires the subdivision to connect to the City water system. City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels.
b) There is 12-in water mainline on the north side of W Ardell Rd.
c) The developer shall extend pipe on W Ardell Rd, and N Shayla Rd in accordance with the water master plan as applicable.
d) This project is located in a different water pressure zone. Improvements may be requested from applicant to provide appropriate pressures. An individual pressure reducing valve may be required.
e) All water infrastructure must meet or exceed City of Kuna requirements.
f) Water flow models will be required to verify and accommodate adequate water supply and fire suppression.
g) Water connection fees apply to each lot containing a home or other facility.
h) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
i) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
b) The developer plans to design and construct a pump and pond in the northwest corner of the property and has been in communication with public works.

c) The developer shall provide clarity as to what phase the irrigation pump and pond will be designed and constructed. The pump and pond is eligible for reimbursement.
d) There is 6-in PI on the south side of W Ardell Rd.
e) The developer shall extend pipe on W Ardell Rd, N Shayla Rd, and W Hubbard Rd with adequate sizing supported by master plan and flow model results.
f) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
g) Annexation into the municipal irrigation district and pooling of water rights is a requirement of the final plat approval.
h) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
i) Pressurized irrigation flow model will be required to verify and accommodate adequate pressurized irrigation supply.
j) All residential, common lots, and open areas with irrigation are required to connect to the pressurized irrigation system and to pay the associated connection fee.

7) Grading and Storm Drainage

a) Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
b) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
c) Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the City's Civil Engineering Construction Improvements Review. Provide a storm water disposal & treatment plan which accounts for increased on-site storm water runoff volumes. Provided detailed drawings of drainage & treatment facilities with supporting calculation for review and approval.
d) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.
e) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be 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.
f) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.

8) As-Built Drawings

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

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Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

PRELIMINARY PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**22 September 2021**	
RE:	**Public Works Comments**	
	Ewing Meadows Subdivision – 21-04-ZC (Rezone) 21-05-S (Preliminary Plat)	

The Ewing Meadows Subdivision, located on the northwest corner of W Ardell Rd and N Shayla Rd, dated 3 August 2021 has been reviewed. This review is based on land use as allowed or permitted in "R-6" zones. The legal description provided by the developer with the application encompasses 77.14 acres. This application contains a total of 298 single-family residential lots, and 21 common lots. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Public Works staff conditionally supports the Ewing Meadows Subdivision development with the current design. The developer offers a creative temporary sewer solution and conditions of Public Works support are described in Paragraph 4 – Sanitary Sewer Connection. Please note that temporary sewer alternatives are ineligible for reimbursement. Public Works recommends a Development Agreement between the developer and the City to document parties' responsibilities for the creative temporary sewer solution.

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

1) Inspection Fees

a) An inspection fee will apply to inspect the final construction of water, sewer, and irrigation facilities associated with this development.
b) The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.
c) The developer's engineer and the City's inspector are permitted to coordinate inspections. The current inspection fee is $1.00 per lineal foot of sewer, water, and pressure irrigation pipe. *Payment is due and payable prior to the pre-construction meeting.*

d) The Kuna Rural Fire District's current hydrant flow testing and plat base fee are $300.00 and $75.00 respectively for a total of $375.00. *Payment is due and payable prior to the pre-construction meeting.*

2) General

a) Ewing Meadows Subdivision legal description provided by the developer encompasses 77.14 acres with City of Kuna A zoning designation.
b) Ewing Meadows Subdivision requests the development be rezoned from A to R-6.
c) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 948. This makes the realized density approximately 13 people per acre.
d) The preliminary plat shows five (7) total accesses to the subdivision, one (1) off of W Ardell Rd, three (3) off of N Shayla Rd, one (1) off of W Hubbard Rd, one (1) off of W Secesh Creek St, and one (1) off of W Malad Creek St.
e) The applicant is providing street connectivity with Arroyo Vista Subdivision.
f) At least two access point are required in Phase I per Kuna Rural Fire District (KRFD) or no more than thirty (30) certificates of occupancy.
g) Areas for outside activities are incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be considered.
h) A plan approval letter will be required if this project affects any local irrigation districts.
i) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
j) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
k) All positional information shall be from the most recent state plane coordinate system.
l) Provide engineering certification on all final engineering drawings.
m) The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrance of the subdivision, at intersections, and at every 250' interval. Streetlights should coincide with Fire Hydrants whenever possible.
n) Kuna Rural Fire District (KRFD) requires fire hydrants at 500' intervals.

3) Right-of-Way

a) Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
b) Approaches onto classified streets must comply with ACHD approach policies.
c) All street construction must meet or exceed City of Kuna and ACHD development standards.
d) All City mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
e) The KRFD Deputy Fire Marshal, or its representative, must approve fire access to the subdivision and any traffic calming measures.
f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load. City Code 6-4-2-B.14 requires the subdivision to connect to the City sewer system. City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels.

b) The developer plans to design and construct a lift station in the northwest corner of the property and is in communication with public works. The developer shall provide clarity as to what phase the lift station will be designed and constructed.

c) Public Works recommends the south portion of the development to gravity into Crimson Point lift station. The remaining property should gravity into the future regional lift station to the north. This may eliminate the need for a lift station and temporary telemetry work with the Crimson Point Lift Station and force main.

d) Public Works recommends a Development Agreement between the City and the developer to document each parties' obligations for the creative temporary sewer alternative. A portion of the recommended conditions are outlined in Paragraph 4.e.

e) If the future northern regional lift station is not operational within Ewing Meadow Subdivision's time constraints, the developer may design a temporary lift station that will discharge to the force main currently used by Crimson Point Lift Station. To avoid pumping conflicts, the developer may design telemetry to work with the Crimson Point Lift Station and force main. The developer shall take financial responsibility of any required upgrades (such as SCADA or system) that may be needed to support their project. The developer shall also take responsibility of any and all consequences (including unintended) that occur as a result of their creative temporary sewer alternative. The developer shall disconnect from the Crimson Point force main and connect to the future regional lift station when it is online. It will be the responsibility of the developer to obtain all approvals and permits from affected agencies, including but not limited to IDEQ, ditch or canal companies, CDH, and ACHD for construction and decommissioning throughout the project.

f) The applicant shall communicate with surrounding developments to provide an adequate sewer solution to minimize required lift stations.

g) All sewer infrastructure must meet or exceed City of Kuna requirements.

h) A larger sewer gravity main on W Hubbard Rd is required in accordance with the sewer master plan and sewer flow model results.

i) Sewer flow models will be required to verify and accommodate pipe sizes.

j) Sewer connection fees apply to each lot containing a home or other facility.

k) All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality requirements. Documentation shall be provided to the City of Kuna.

l) This application shall conform to the sewer master plan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected water demand. City Code 6-4-2-B.23 requires the subdivision to connect to the City water system. City code 5-16-3-B.2 states public water utilities shall be

extended to each parcel when water is available within three hundred (300) feet of the parcels.

b) There is 12-in water mainline on the north side of W Ardell Rd.
c) The developer shall extend pipe on W Ardell Rd, and N Shayla Rd in accordance with the water master plan as applicable.
d) This project is located in a different water pressure zone. Improvements may be requested from applicant to provide appropriate pressures. An individual pressure reducing valve may be required.
e) All water infrastructure must meet or exceed City of Kuna requirements.
f) Water flow models will be required to verify and accommodate adequate water supply and fire suppression.
g) Water connection fees apply to each lot containing a home or other facility.
h) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
i) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
b) The developer plans to design and construct a pump and pond in the northwest corner of the property and has been in communication with public works.
c) The developer shall provide clarity as to what phase the irrigation pump and pond will be designed and constructed. The pump and pond is eligible for reimbursement.
d) There is 6-in PI on the south side of W Ardell Rd.
e) The developer shall extend pipe on W Ardell Rd, N Shayla Rd, and W Hubbard Rd with adequate sizing supported by master plan and flow model results.
f) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
g) Annexation into the municipal irrigation district and pooling of water rights is a requirement of the final plat approval.
h) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
i) Pressurized irrigation flow model will be required to verify and accommodate adequate pressurized irrigation supply.
j) All residential, common lots, and open areas with irrigation are required to connect to the pressurized irrigation system and to pay the associated connection fee.

7) Grading and Storm Drainage

a) Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
b) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
c) Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the City's Civil Engineering Construction Improvements Review. Provide a storm water disposal & treatment plan which accounts for increased on-site storm

water runoff volumes. Provided detailed drawings of drainage & treatment facilities with supporting calculation for review and approval.

d) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.

e) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be 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.

f) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.

8) As-Built Drawings

a) As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product.

b) As-built drawings will be required before occupancy or final plat approval is granted.

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Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

PRELIMINARY PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**26 October 2021**	
RE:	**Public Works Comments**	
	Ewing Meadows Subdivision – 21-04-ZC (Rezone) 21-05-S (Preliminary Plat)	

The Ewing Meadows Subdivision, located on the northwest corner of W Ardell Rd and N Shayla Rd, dated 3 August 2021 has been reviewed. This review is based on land use as allowed or permitted in "R-6" zones. The amended legal descriptions provided by the developer with the application encompasses 80.71 acres. This application contains a total of 298 single-family residential lots, and 21 common lots. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Public Works staff can support this application. This project is dependent on the functionality of the new 18-in. Danskin force main. There are two options for providing sewer for this development. The preferred option for this development is to connect to the existing 12-in. force main once the new 18-in. force main is operational. The second option is to design telemetry to work with the Crimson Point Lift Station. The developer offers a creative temporary sewer solution and conditions of Public Works support are described in Paragraph 4.C – Sanitary Sewer Connection. Public Works recommends a Development Agreement between the developer and the City to document parties' responsibilities for the creative temporary sewer solution. An irrigation pump and pond is required for this development and is currently shown on the preliminary plat.

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

1) Inspection Fees

a) An inspection fee will apply to inspect the final construction of water, sewer, and irrigation facilities associated with this development.
b) The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.

c) The developer's engineer and the City's inspector are permitted to coordinate inspections. The current inspection fee is $1.00 per lineal foot of sewer, water, and pressure irrigation pipe. *Payment is due and payable prior to the pre-construction meeting.*
d) The Kuna Rural Fire District's current hydrant flow testing and plat base fee are $300.00 and $75.00 respectively for a total of $375.00. *Payment is due and payable prior to the pre-construction meeting.*

2) General

a) Ewing Meadows Subdivision legal description provided by the developer encompasses 80.71 acres with City of Kuna A zoning designation.
b) Ewing Meadows Subdivision requests the development be rezoned from A to R-6.
c) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 948. This makes the realized density approximately 13 people per acre.
d) The preliminary plat shows five (7) total accesses to the subdivision, one (1) off of W Ardell Rd, three (3) off of N Shayla Rd, one (1) off of W Hubbard Rd, one (1) off of W Secesh Creek St, and one (1) off of W Malad Creek St.
e) The applicant is providing street connectivity with Arroyo Vista Subdivision.
f) At least two access point are required in Phase I per Kuna Rural Fire District (KRFD) or no more than thirty (30) certificates of occupancy will be issued.
g) Areas for outside activities are incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be considered.
h) A plan approval letter will be required if this project affects any local irrigation districts.
i) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
j) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
k) All positional information shall be from the most recent state plane coordinate system.
l) Provide engineering certification on all final engineering drawings.
m) The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrance of the subdivision, at intersections, and at every 250' interval. Streetlights should coincide with Fire Hydrants whenever possible.
n) Kuna Rural Fire District (KRFD) requires fire hydrants at 500' intervals.

3) Right-of-Way

a) Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
b) Approaches onto classified streets must comply with ACHD approach policies.
c) All street construction must meet or exceed City of Kuna and ACHD development standards.
d) All City mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
e) The KRFD Deputy Fire Marshal, or its representative, must approve fire access to the subdivision and any traffic calming measures.
f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load. City Code 6-4-2-B.14 requires the subdivision to connect to the City sewer system. City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels.

b) The developer plans to help design and construct a common temporary lift station with Sabino's Rocky Ridge developers to the north and is in communication with Public Works. The common temporary lift station will be located within Sabino's Rocky Ridge development to the north. The developer shall provide clarity as to what phase the lift station will be designed and constructed. It is our understanding that Sabino's will be leading the design of the common temporary lift station, but the Ewing Meadows development will be required to participate. A portion of the recommended conditions are outlined in Paragraph 4.C.

c) If the new 18-in. Danskin force main upgrade is not operational within the common temporary lift station time constraints, the developer may discharge to the force main currently used by Crimson Point Lift Station. Public Works recommends a Development Agreement between the City and the leading developer to document each parties' obligations for the creative temporary sewer alternative. To avoid pumping conflicts, the developer may design telemetry to work with the Crimson Point Lift Station and force main. The developer shall take financial responsibility of any required upgrades (such as SCADA or system) that may be needed to support their project. The developer shall also take responsibility of any and all consequences (including unintended) that occur as a result of their creative temporary sewer alternative. The developer shall disconnect from the Crimson Point force main and connect to the old 12-in. force main Danskin when it is available. It will be the responsibility of the developer to obtain all approvals and permits from affected agencies, including but not limited to IDEQ, ditch or canal companies, CDH, and ACHD for construction and decommissioning throughout the project.

d) No cleanouts are permitted at the end of runs in lieu of manholes per Kuna City Code 6-4-2-B.14.

e) All sewer infrastructure must meet or exceed City of Kuna requirements.

f) The 8-in. gravity sewer main on W Hubbard Rd is inadequate and will need to be upsized in accordance with the sewer master plan and sewer flow model results.

g) Sewer flow models will be required to verify pipe sizes.

h) Sewer connection fees apply to each lot containing a home or other facility.

i) All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality requirements. Documentation shall be provided to the City of Kuna.

j) This application shall conform to the sewer master plan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected water demand. City Code 6-4-2-B.23 requires the subdivision to connect to the City water system. City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels.

b) The closest possible connection point is a 12-in water mainline on the north side of W Ardell Rd.
c) The developer shall extend pipe on W Ardell Rd, and N Shayla Rd in accordance with the water master plan as applicable.
d) This project is located in a different water pressure zone. Improvements may be requested from applicant to provide appropriate pressures. An individual pressure reducing valve may be required.
e) All water infrastructure must meet or exceed City of Kuna requirements.
f) Water flow models will be required to verify and accommodate adequate water supply and fire suppression.
g) Water connection fees apply to each lot containing a home or other facility.
h) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
i) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
b) The developer plans to design and construct a pump and pond in the northwest corner of the property and has been in communication with Public Works.
c) The developer shall provide clarity as to what phase the irrigation pump and pond will be designed and constructed. The pump and pond is eligible for reimbursement.
d) The closest possible connection point is a 6-in PI on the south side of W Ardell Rd.
e) The developer shall extend pipe on W Ardell Rd, N Shayla Rd, and W Hubbard Rd with adequate sizing supported by master plan and flow model results.
f) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
g) Annexation into the municipal irrigation district and pooling of water rights is a requirement of the final plat approval.
h) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
i) Pressurized irrigation flow model will be required to verify and accommodate adequate pressurized irrigation supply.
j) All residential, common lots, and open areas with irrigation are required to connect to the pressurized irrigation system and to pay the associated connection and assessment fee.

7) Grading and Storm Drainage

a) Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
b) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
c) Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the City's Civil Engineering Construction Improvements Review. Provide a storm water disposal & treatment plan which accounts for increased on-site storm water runoff volumes. Provided detailed drawings of drainage & treatment facilities with supporting calculation for review and approval.

d) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.
e) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be 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.
f) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.

8) As-Built Drawings

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

Development Services Department

Project/File: **Ewing Meadows/ KPP21-0003/ 21-05-S/ 21-04-ZC**
This is a rezone and a preliminary plat application to allow for the development of a 319-lot residential subdivision on 81-acres. The site is located on the south side of Hubbard Road west of Ten Mile Road.

Lead Agency: City of Kuna

Site address: 4387 W. Hubbard Road,
S1315214551 &
W. Ardell Road (S1315244600)



Staff Approval: October 19, 2021

Applicant: Sterling Land Development
1159 E. Iron Eagle Drive, Ste. 170-K
Eagle, ID 83616

Representative: Bonnie Layton
NV5 Engineers and Consultants
690 S. Industry Way, Ste. 10
Meridian, ID 83642

Staff Contact: Dawn Battles, Planner II
Phone: 387-6218
E-mail: dbattles@achdidaho.org

A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of a rezone from A (Agriculture) to R-6 (Medium Density Residential) and a preliminary plat to allow for the development of 319-lots consisting of 298 single family lots and 21 common lots on 81-acres. The existing home and outbuildings are proposed to be removed. The applicant's rezone proposal is consistent with the City of Kuna's comprehensive plan which designates this site as Medium Density Residential.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Medium Density Residential & Rural Residential (Ada County)	R-4 & RR
South	Medium Density Residential & Rural Residential (Ada County)	R-3 & RR
East	Medium Density Residential & Rural Residential (Ada County)	R-6 & RR
West	Medium Density Residential	R-4

3. **Site History:** ACHD has not previously reviewed this site for a development application.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

- Sabino's Rocky Ridge, consisting of 619 single family lots, 76 common lots and 2 commercial lots on 136 acres, located north and northeast of the site and is currently under review.

5. **Transit:** Transit services are not available to serve this site.

6. **Pathway Crossings:** United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

   AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

   FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

7. **New Center Lane Miles:** The proposed development includes 2.58 centerline miles of new public road.

8. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

9. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

   - Ten Mile Road is scheduled in the IFYWP for the installation of school zone beacons at Boise Street in 2022.
   - The intersection of Ten Mile Road and Deer Flat Road is scheduled in the IFYWP to be constructed as a single-lane roundabout in 2024.
   - The intersection of Ten Mile Road and Hubbard Road is scheduled in the IFYWP to be widened or constructed as a single-lane roundabout. The design year is scheduled in 2024 with construction in the future.
   - The intersection of Ten Mile Road and Columbia Road is scheduled in the IFYWP to be constructed as a single-lane roundabout. The design year and construction date have not been determined.
   - Ten Mile Road is listed in the CIP to be widened to 3-lanes from Deer Flat Road to Hubbard Road between 2031 and 2035.
   - Ten Mile Road is listed in the CIP to be widened to 3-lanes from Hubbard Road to Columbia Road between 2031 to 2035.

10. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

The BMP identifies Hubbard Road as a Level 2 facility and Ardell Road as a Level 1 facility that will be constructed as part of a future ACHD project. The BMP also identifies level 1 facilities on the new collector roadway within the site. The applicant will construct the new collector consistent with the MSM and the Roadways to Bikeways Master plan.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 2,716 vehicle trips per day; 277 vehicle trips per hour in the PM peak hour, based on the traffic impact study.

2. **Traffic Impact Study**
NV5 Engineers and Consultants prepared a traffic impact study for the proposed Ewing Meadows, formerly Sterling-Kuna80. The executive summary of the findings **as presented by** NV5 Engineers and Consultants, can be found as Attachment 3. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.

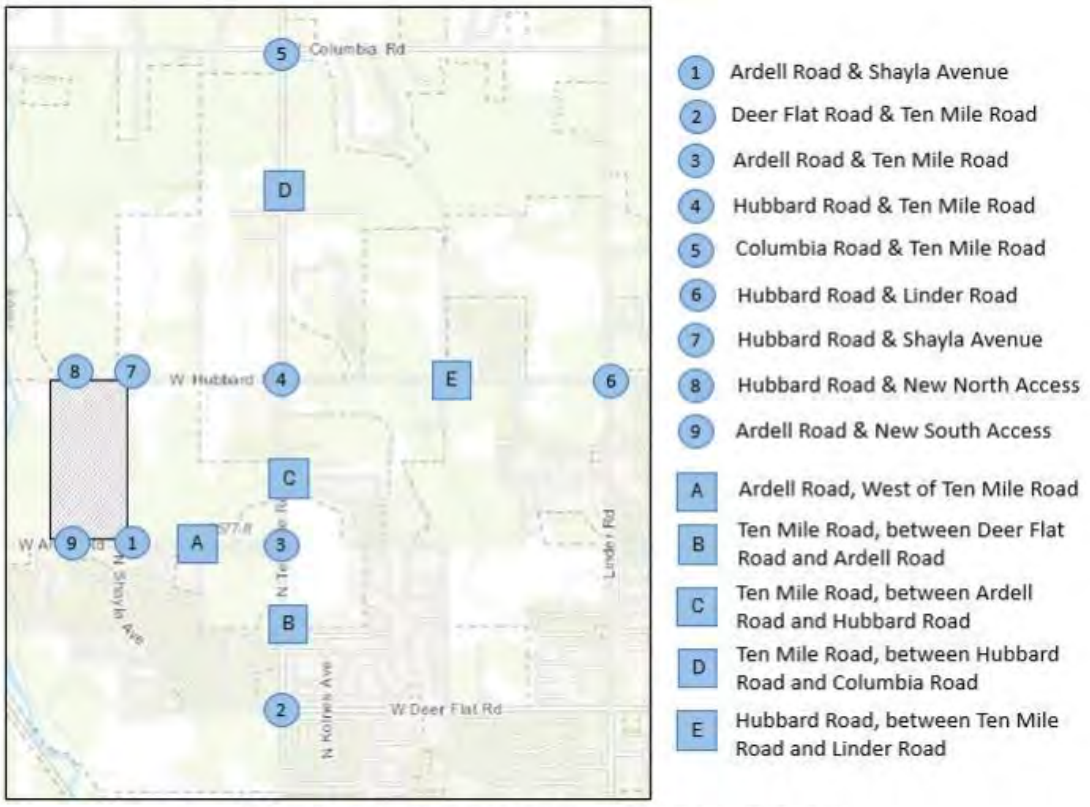


Figure C – Total Study Intersections and Roadway Segments

a. **Policy:**
Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

- Revision to the Phasing Plan to coincide with the District's planning Capital Projects.
- Reducing the scope and/or scale of the project.

Alternative Mitigation Measures: 7106.7.3 states that if traditional mitigation measures such as roadway widening and intersection improvements are infeasible as determined by ACHD, the TIS may recommend alternative mitigation measures. Alternative mitigation measures shall demonstrate that impacts from the project will be offset.

- If the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP); no alternative mitigation is required.
- If the impacted roadway segments and/or intersections are not programmed in either the IFYWP or the CIP; the applicant may (i) analyze the shoulder hour and (ii) provide a safety analysis to determine alternative mitigation requirements.
    - If the impacted roadway segments and intersections meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.
    - If the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development Agreement and pay into the Priority Corridor Fund an amount determined by the ACHD to offset impacts from the project.
- Alternative Mitigation may also include:
    - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
    - Reducing the scope and/or scale of the project.

Level of Service Planning Thresholds: District Policy 7206.4.1 states that, Level of Service Planning Thresholds have been established for principal arterials and minor arterials within ACHD's Capital Improvement Plan and are also listed in section 7106. Unless otherwise required to provide a Traffic Impact Study under section 7106, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds the minimum acceptable level of service planning threshold or V/C ratio.

b. Staff Comments/Recommendations: The TIS indicates that all roadway segments and intersections in the study area are expected to operate at an acceptable level of service planning threshold during the exiting AM and PM peak hours under existing traffic and 2025 background traffic conditions with the exception of Columbia Road/Ten Mile Road intersection.

The TIS recommends mitigation measures for the following intersection to mitigate the 2025 background traffic conditions and the following intersections and roadway segments to mitigate total traffic conditions. The percentage of site generated traffic under total traffic conditions (2025) in the PM peak hour is provided in parenthesis.

Intersections:

- Columbia Road/Ten Mile Road (9%)
    - Single lane roundabout or a traffic signal for 2025 background traffic conditions

This intersection is located offsite and is listed in ACHD's IFYWP to be constructed as a single lane roundabout. The TIS recommends this intersection be constructed as a single-lane roundabout or an interim traffic signal be installed to accommodate 2025 background traffic conditions with 121 PM peak hour trips. Consistent with ACHD policy, a signal warrant analysis was completed for the intersection. The intersection analysis found that the intersection meets the 8 hour, 4 hour warrants. However, an interim 3 X 3 traffic signal was installed at the

Columbia Road/Ten Mile Road intersection in July 2021 as part of the requirements for Silver Trail 6. Additionally, the TIS notes this intersection is expected to operate at an acceptable level of service as a signalized intersection; no improvements are required at this intersection.

- Hubbard Road/Ten Mile Road (18%)
    - Single lane roundabout or a traffic signal for 2025 total traffic conditions

Consistent with ACHD policy, a signal warrant analysis was completed for the intersection. The intersection analysis found that the intersection meets the 8 hour, 4 hour warrants.

This intersection is located offsite and is listed in the IFYWP to be widened or constructed as a single-lane roundabout; a construction date has not been determined. The TIS recommends this intersection be constructed as a single lane roundabout or an interim 3 X 3 traffic signal be installed to accommodate the 2025 total traffic conditions with the 165th residential building lot or when the site generates 165 PM peak hour trips.

To verify the assumptions of the TIS and to ensure that improvements are made, when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Hubbard Road/Ten Mile Road intersection prior to ACHD's signature on the final plat that contains the 166th residential lot. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that a signal is warranted, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 166th residential building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Hubbard Road/Ten Mile Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 166th residential building lot:

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the IFYWP.

The TIS for an area development, Sabino's Rocky Ridge, currently under review by ACHD also recommended improvements to the Hubbard Road/Ten Mile intersection including the installation of an interim signal. The interim signal should be installed by the development that necessitates the improvement first.

- Hubbard Road/Linder Road (7%)
    - Westbound left-turn lane for 2025 total traffic conditions

This intersection is located offsite, and Hubbard Road is not scheduled for improvements in ACHD's CIP or IFYWP. The TIS recommends a westbound left-turn lane be constructed on Hubbard Road to accommodate 2025 total traffic conditions with 80 PM peak hour trips.

Consistent with ACHD policy, a signal warrant analysis was completed for the intersection. The intersection analysis found that the intersection meets the 8 hour, 4 hour warrants. The TIS recommends the Hubbard Road/Linder Road intersection is preferrable as an all-way stop controlled intersection with a westbound left-turn lane added instead of converted to a signalized intersection as the v/c ratio is 0.01 over the threshold for a single approach. In addition, the traffic impact study notes that the site generated traffic at this intersection will also be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold policy, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection.

Roadway Segments:

- Ten Mile Road from Ardell Road to Hubbard Road (15%)
    - Continuous left-turn lane for 2025 total traffic conditions

The roadway segment of Ten Mile Road from Ardell Road to Hubbard Road is located offsite. The TIS recommends the construction of a continuous left-turn lane on this segment of Ten Mile Road to accommodate 2025 total traffic with the 35th residential lot or when the site generates 35 PM peak trips. Staff has determined that this is not a feasible improvement as there is not enough right-of-way to allow for the construction of the center turn lane. The roadway segment of Ten Mile Road from Deer Flat Road to Hubbard Road is listed as a funded improvement in ACHD's CIP to be widened to 3-lanes between 2031 and 2035. Therefore, consistent with the District's Alternative Mitigation Policy, which states that no alternative mitigation is required if the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP). Additionally, there is an existing center left-turn lane at the Ten Mile Road/Treehouse Street and the Ten Mile Road/Ardell Road intersections and right turn lanes at the Heartland Drive/Ten Mile Road intersection; therefore, no mitigation should be required for this segment of Ten Mile Road.

- Ten Mile Road from Hubbard Road to Columbia Road (13%) Warranted at 12 PM Peak Trips
    - Continuous left-turn lane for 2025 total traffic conditions

The roadway segment of Ten Mile Road from Hubbard Road to Columbia Road is located offsite. The TIS recommends the construction of a continuous left-turn lane on this segment of Ten Mile Road to accommodate 2025 total traffic with the 12th residential lot or 12 PM site generated peak trips. Staff has determined that this is not a feasible improvement as there is not enough right-of-way to allow for the construction of the center turn lane. The roadway segment of Ten Mile Road from Deer Flat Road to Hubbard Road is listed as a funded improvement in ACHD's CIP to be widened to 3-lanes between 2031 and 2035. Therefore, consistent with the District's Alternative Mitigation Policy, which states that no alternative mitigation is required if the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP). Additionally, there is an existing center left-turn lane at the Ten Mile Road/ Mason Creek Street intersection and a center turn-lane at the Ten Mile Road/Columbia Road signalized intersection; therefore, no mitigation should be required for this segment of Ten Mile Road.

Site Access Evaluation

- Site Access 8, on Hubbard Road, a proposed local street to be located 788-feet west of Shayla Avenue, a proposed collector street, and in alignment with the proposed entrance roadway for the proposed Sabino's Rocky Ridge development on the north side of Hubbard Road across from the site. The TIS notes that this access will operate

acceptable as a full access. Staff recommends approval of the location of the local street as it meets District policy.

- Site Access 9, on Ardell Road, a proposed local street to be located 991-feet west of Shayla Road and in alignment with Gainsboro Drive on the south side of Ardell Road across from the site. The TIS notes this access will operate acceptable as a full access. Staff recommends approval of the location of the local street as it meets District policy.

3. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Hubbard Road	1,322-feet	Minor Arterial	211	Better than "E"
Ten Mile Road-Deer Flat Road to Ardell Road	None	Minor Arterial	389	Better than "E"
Ten Mile Road-Ardell Road to Hubbard Road	None	Minor Arterial	462	Better than "E"
Ten Mile Road-Hubbard Road to Columbia Road	None	Minor Arterial	481	Better than "E"
Ardell Road-Ten Mile Road to Shayla Road	None	Collector	82	Better than "D"
Ardell Road	1,322-feet	Local	N/A	N/A

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).
* Acceptable level of service for a two-lane collector is "D" (425 VPH).

4. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Hubbard Road west of Linder Road was 2,987 on March 25, 2021.
- The average daily traffic count for Ten Mile Road north of Deer Flat Road was 7,186 on March 17, 2021.
- The average daily traffic count for Ten Mile Road north of Ardell Road was 8,896 on March 17, 2021.
- The average daily traffic count for Ten Mile Road south of Columbia Road was 8,078 on March 25, 2021.
- The average daily traffic count for Ardell Road west of Ten Mile Road was 1,673 on March 17,2021.
- There are no current traffic counts for Ardell Road west of Shayla Road.

C. Findings for Consideration

1. Hubbard Road/Ten Mile Road Intersection

The TIS recommends this intersection be constructed as a single lane roundabout or an interim 3 X 3 traffic signal be installed to accommodate the 2025 total traffic conditions with the 165th residential building lot or 165 PM site generated peak hour trips.

To verify the assumptions of the TIS and to ensure that improvements are made, when necessary, to serve the site, the applicant should be required to submit an updated intersection analysis for the Hubbard Road/Ten Mile Road intersection prior to ACHD's signature on the final plat that contains the 166th residential lot. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that a signal is warranted, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 166th residential building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Hubbard Road/Ten Mile Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which necessitates the improvements based on the findings of the traffic impact study:

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the IFYWP.

2. Hubbard Road

a. Existing Conditions: Hubbard Road is improved with 2-travel lanes, 24-feet of pavement and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Hubbard Road (17-feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Off-Site Streets Policy: District Policy 7205.2.1 states that if the proposed development is not served by a public street that is fully improved to urban standards (curb, gutter, sidewalk) or a minimum 30-feet of pavement, then the developer shall provide 30-feet of pavement with 3-foot wide gravel shoulders from the site to the public street specified by the District, typically to the nearest public street that meets the District's minimum standards or a maximum of ¼ mile; OR shall provide 24-feet of pavement with 3-foot wide gravel shoulders and a minimum 6-foot wide detached asphalt/concrete pedestrian facility from the site to the public street specified by the District, typically to the nearest public street that meets the District's minimum standards or a maximum of ¼ mile.

Alternatives to pavement widening including sidewalks and pathways, or other proposals may be considered by the District. The extent of roadway improvements (improvement type and length) will be determined by evaluating certain criteria. Criteria to establish improvement type and length include but are limited to: traffic volumes (existing and projected); the posted speed limit; topography; accident history; potential need for bicycle and bus/traffic routes; number of pedestrians (existing and projected); location of pedestrian attractors and generators (i.e. parks and schools); number of access points/streets serving the proposed development; usable right-of-way; need for traffic calming; utilities and irrigation facilities. All utility relocation costs associated with the off-site street widening shall be borne by the developer.

Narrower street widths may be considered if pedestrian or bike facilities exist or if the proposed development is for ten (10) residential lots or fewer or will generate less than 100 VTD.

The District will consider the phasing of off-site improvements to the arterial roadway on a case-by-case basis if a phasing plan is approved by the lead land use agency. The required improvements must be constructed prior to the signature on the final plat that included the 40th residential lot; or exceeds trip generation of 400 VTD.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder

adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Hubbard Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 78-feet of right-of-way.

c. **Applicant Proposal:** The applicant is proposing to dedicate right-of-way to total 37-feet from centerline of Hubbard Road and improve Hubbard Road with pavement widening to 21-feet from centerline, vertical curb, gutter, an 8-foot wide planter strip and 5-foot wide concrete sidewalk abutting the site.

d. **Staff Comments/Recommendations:** Hubbard Road is not centered on the section line and varies between 6 to 10-feet. Therefore, frontage improvements and right-of-way dedication along Hubbard Road should be measured from the section line.

Consistent with the MSM, the applicant should be required to dedicate additional right-of-way to total 39-feet from section line of Hubbard Road abutting the site. The applicant will not be compensated for any right-of-way dedication, as Hubbard Road is not listed in ACHD's IFYWP or CIP.

The applicant's proposal to construct Hubbard Road as ½ of a 46-foot wide street section with vertical curb, gutter an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk abutting the site exceeds ACHD policy which requires right-of-way dedication, pavement widening and the construction of sidewalks on arterial roadways and should not be approved as proposed.

The applicant should be required to improve Hubbard Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 5-foot wide concrete sidewalk located 32-feet from the section line abutting the site.

Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk.

There is an off-site section of Hubbard Road that is improved with 24 to 26-feet of pavement plus 8 to 16-foot wide gravel shoulders east of the site. Consistent with District Off-Site Street policy, which requires that a site not served by a public street, should be improved with 30-feet of pavement plus 3-foot wide gravel shoulders, if they do not exist, or the construction of pedestrian facilities. Therefore, the applicant should be required to improve the off-site portion of Hubbard Road between the site's east property line and Ten Mile Road with 30-feet of pavement or the construction of pedestrian facilities between the site's east property line and Ten Mile Road.

Or, if the proposed Sabino's Rocky Ridge development located on the north side of Hubbard Road, across and northeast of the site, has improved Hubbard Road abutting their site as required by ACHD Frontage Improvements policy, then the applicant should coordinate with the development of Sabino's Rocky Ridge to improve the segment of Hubbard Road shown in red with 30-feet of pavement or the construction of pedestrian facilities.



3. Shayla Avenue-North/South Mid-Mile Collector

a. Existing Conditions: There are no collector roadways within the site.

b. Policy:

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between

the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should align with Shayla Avenue on the south side of Ardell Road and continue along the site's west property line stubbing to the north. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, a 36-foot street section within 54-feet of right-of-way.

c. **Applicant Proposal:** The applicant is proposing to construct Shayla Avenue from Ardell Road along the site's west property line to intersect Hubbard Road, as shown on the MSM, as ½ of a 46-foot street section with vertical curb, gutter, a 6-foot wide planter strip, 5-foot wide detached concrete sidewalk on the west side of the roadway, plus 12-feet of additional pavement on the east side of the roadway within 46-feet of right-of-way.

   The applicant is proposing to construct Shayla Avenue, abutting the site's east property line, to intersect Ardell Road offset approximately 35-feet west of Shayla Avenue on the south side of Ardell Road across from the site.

d. **Staff Comments/Recommendations:** The applicant's proposal exceeds District policy and the MSM which requires a 36-foot wide collector street section and should not be approved, as proposed. The applicant should be required to construct Shayla Avenue from Ardell Road along the site's west property line to intersect Hubbard Road, consistent with the MSM as ½ of a 36-foot wide collector street section with vertical curb, gutter and 5-foot wide detached or 7-foot wide attached concrete sidewalk on the west side of the roadway with an additional 12-feet of pavement widening beyond the centerline of the roadway with a 3-foot wide gravel shoulder and borrow ditch sized to accommodate the roadway storm runoff on the east side of the roadway. Dedicate right-of-way to extend to 2-feet behind back of sidewalk on the west side and to 2-feet behind back of borrow ditch on the east side.

   Although the MSM shows Shayla Avenue intersecting Hubbard Road at the site's east property line, Sabino's Rocky Ridge development on the north side of Hubbard Road across from the site is being required to adjust the alignment by shifting Shayla Avenue to the west. This is due to the close proximity of the house located on the adjacent parcel (S1310438755) east of the proposed Sabino's Rocky Ridge site and the impact of widening Shayla Avenue in the future. Therefore, the applicant should be required to shift Shayla Avenue to the west a minimum of 22-feet alignment with the location of Shayla Avenue as part of Sabino's Rocky Ridge, which is required to be constructed with the centerline located a minimum of 22-feet west of the site's east property line. The applicant should coordinate the location of Shayla Avenue with the

development of Sabino's Rocky Ridge as ACHD will require the alignment of Shayla Avenue to align with Shayla Avenue on the north side of Hubbard Road across from the site.



The applicant should be required to provide a permanent right-of-way easement for any public sidewalks placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk.

The applicant's proposal to construct Shayla Avenue to intersect Ardell Road with of an offset of approximately 35-feet west of Shayla Avenue on the south side of Ardell Road does not meet ACHD's Roadway Offset policy which requires collector streets intersecting collector streets to align or offset ¼ of a mile from other collector streets, nor is it consistent with the MSM which requires Shayla Avenue to align with Shayla Avenue on the south side of Ardell Road across from the site and should not be approved as proposed.

The applicant should work with the adjacent property owner to dedicate right-of-way necessary to allow Shayla Avenue to be constructed in alignment with Shayla Avenue on the south side of Ardell Road across from the site.

If the necessary right-of-way is not obtained from the adjacent property owner to allow Shayla Avenue to intersect Ardell Road in alignment with Shayla Avenue on the south side of Ardell Road across from the site, then the applicant should construct their portion of Shayla Avenue from Hubbard Road south approximately 2,230-feet, shown in green, and provide ACHD a road trust deposit in the amount of $55,100 for the approximate 385 lineal foot section, shown in red, that will be constructed when the necessary right-of-way is obtained from the adjacent property to the east. The applicant should be required to dedicate right-of-way for their portion of Shayla Avenue that will not be constructed.



The Teed Lateral runs through the site and the construction of a bridge on Shayla Avenue is required for the crossing. The applicant should be required to construct the bridge to accommodate a future two lane 36-foot collector street section to include pavement widening, vertical, curb, gutter and 5-foot wide detached or 7-foot wide attached concrete sidewalk.

4. Ardell Road

a. Existing Conditions: Ardell Road is improved with 2-travel lanes, 24-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Ardell Road (25-feet from centerline).

b. Policy:

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

c. **Applicant's Proposal:** The applicant is proposing to construct Ardell Road as ½ of a 36-foot street section with curb, gutter an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk abutting the site.

d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved. Although this section of Ardell Road is classified as a local street, it will function as a collector street with no proposed front on housing; therefore, vertical curb should be constructed abutting the site to match the improvements on the south side of Ardell Road.

Dedicate right-of-way to 2-feet behind back of curb and provide a permanent right-of-way easement for any public sidewalks placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk.

5. Internal Local Streets

a. Existing Conditions: There are no local streets within the site. There are two local streets, Secesh Creek Street and Malad Creek Street that are proposed to stub to the site's west property line as part of Arroyo Vista Subdivision.

b. Policy:

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Cul-de-sac Streets Policy: District policy 7207.5.8 requires cul-de-sacs to be constructed to provide a minimum turning radius of 50-feet; in rural areas or for temporary cul-de-sacs the emergency service providers may require a greater radius. Landscape and parking islands may be constructed in turnarounds if a minimum 29-foot street section is constructed around the island. The pavement width shall be sufficient to allow the turning around of a standard AASHTO SU design vehicle without backing. The developer shall provide written approval from the appropriate fire department for this design element.

The District will consider alternatives to the standard cul-de-sac turnaround on a case-by-case basis. This will be based on turning area, drainage, maintenance considerations and the written approval of the agency providing emergency fire service for the area where the development is located.

c. **Applicant's Proposal:** The applicant is proposing to extend the two local streets proposed to stub to the site's west property line into the site and construct the internal local streets as 36-foot street sections with rolled curb, gutter within 40-feet of right-of-way and an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk located outside of the right-of-way.

   The applicant is proposing to construct a cul-de-sac turnaround at the terminus of Shrubby Place.

   The applicant is proposing to construct 7 knuckles throughout the site.

d. **Staff Comments/Recommendations:** The applicant's proposal to extend the two local streets proposed to stub to the site's west property line into the site and construct the internal local streets as 36-foot street sections with rolled curb and gutter within 40-feet of right-of-way and an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk located outside of the right-of-way meets District policy and should be approved, as proposed.

   The applicant's proposal to construct a cul-de-sac turnaround at the terminus of Shrubby Place meets District policy and should be approved, as proposed. The cul-de-sac turnaround should be designed with a minimum radius of 50-feet.

   The applicant's proposal to construct 7 knuckles meets District policy and should be approved, as proposed.

   The applicant should be required to provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

6. Roadway Offsets

a. **Existing Conditions:** There are no roadways within the site.

b. **Policy:**
   Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Collector Offset Policy: District policy 7206.4.2 states that the optimum spacing for unsignalized collectors intersecting minor arterial roadways is 1,320-feet.

District policy 7206.4.2 states that the preferred spacing for new collectors intersecting existing collectors is ¼ mile to allow for adequate signal spacing and alignment.

District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

Local Offset Policy: District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

c. **Applicant's Proposal:** The applicant is proposing to construct one new collector street, Shayla Avenue, to intersect the following roadways:

- Ardell Road, a collector street, located approximately 35-feet west of Shayla Avenue on the south side of Ardell Road across from the site.
- Hubbard Road, a minor arterial street, located 788-feet east of the proposed entrance roadway.

The applicant is proposing to construct one new local street, Knapweed Avenue, to intersect Hubbard Road, located 788-feet west of Shayla Avenue, a proposed collector street, and in alignment with the proposed entrance roadway for the proposed Sabino's Rocky Ridge development on the north side of Hubbard Road across from the site.

The applicant is proposing to construct one new local street, Corncockle Way, to intersect Ardell Road, located 991-feet west of Shayla Avenue and in alignment with Gainsboro Drive on the south side of Ardell Road across from the site.

The applicant is proposing to construct three local streets to intersect the proposed collector street, Shayla Avenue, located as follows:

- Lemhi Street, located 439-feet north of Ardell Road
- Malad Creek Street, located 1,250-feet north of Ardell Road
- Pollinator Drive, located 1,677-feet north of Ardell Road

The applicant is proposing to construct all other internal local streets to align or offset a minimum of 125-feet.

d. **Staff Comments/Recommendations:** The applicant's proposal to construct one new collector street, Shayla Avenue, to intersect Ardell Road located approximately 35-feet west of Shayla Avenue on the south side of Ardell Road across from the site does not meet District policy and should not be approved as proposed.

The applicant should be required to construct the collector Street, Shayla Avenue, to intersect Ardell Road in alignment with Shayla Avenue on the south side of Ardell Road across from the site.

The applicant's proposal to construct one new collector street, Shayla Avenue, to intersect Hubbard Road a minor arterial street, located 788-feet east of the proposed entrance roadway meets District policy and should be approved, as proposed. As noted above in Findings C3d., Sabino's Rocky Ridge development is being required to shift Shayla Avenue to the west; therefore, the applicant should be required to align Shayla Avenue with the location of Shayla Avenue on the north side of Hubbard Road across from the site.

The applicant's proposal to construct one new local street, Knapweed Avenue, to intersect Hubbard Road, located 788-feet west of Shayla Avenue, a proposed collector street, and in alignment with the proposed entrance roadway for the proposed Sabino's Rocky Ridge development on the north side of Hubbard Road across from the site meets District policy and should be approved, as proposed.

The applicant's proposal to construct one new local street, Corncockle Way, to intersect Ardell Road, located 991-feet west of Shayla Avenue and in alignment with Gainsboro Drive on the south side of Ardell Road across from the site meets District policy and should be approved, as proposed.

The applicant's proposal to construct two local streets Lemhi Street, located 439-feet north of Ardell Road and Pollinator Drive, located 1,677-feet north of Ardell Road meets District policy and should be approved, as proposed.

The applicant's proposal to construct one local street, Malad Creek Street, to intersect the proposed collector, Shayla Avenue, located 1,250-feet north of Ardell Road meets District policy. However, staff recommends the local street, Malad Creek Street, located 1,250-feet north of Ardell Road shift south due to the proximity of the canal and its location near the property line splitting the two adjacent parcels to the east of the site (S1315120800 and S1315131200) to alleviate impacting the construction of the bridge when the adjacent parcel(s) develop.

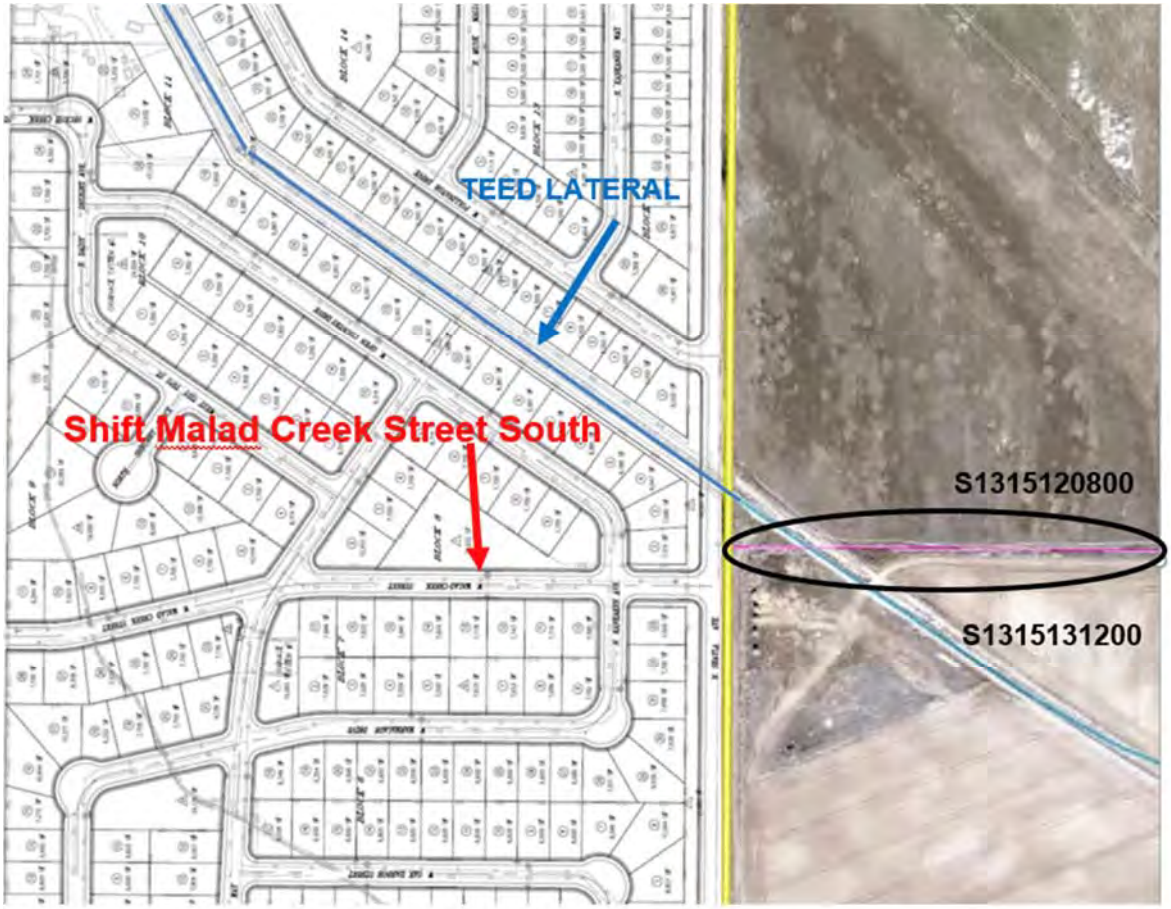


IMAGE FOR INFORMATION PURPOSES ONLY

7. Driveways

7.1 Hubbard Road

a. Existing Conditions: There are two existing driveways from the site onto Hubbard Road.

b. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

c. Applicant's Proposal: The applicant is proposing to close the two existing driveways from the site onto Hubbard Road with vertical curb, gutter, landscaping and 5-foot wide concrete sidewalk.

d. Staff Comments/Recommendations: The applicant's proposal to close the two existing driveways onto Hubbard Road meets District policy and should be approved; however, the applicant should not construct curb and gutter, as they are not required on Hubbard Road, an arterial roadway. The applicant should be required to close the driveways with the construction of sidewalk.

8. Traffic Calming

a. Speed Control and Traffic Calming Policy: District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, or the streets extend greater than 750-feet in length, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require maintenance and/or license agreement.

b. Staff Comments/Recommendations: There are several local streets proposed that are greater than 750-feet in length and will need to be redesigned to reduce the length of the roadways or to include the use of passive design elements. The following roadways greater than 750-feet in length are as follows:

- Corncockle Way
- Caravan Street

- Marmalade Drive
- Malad Creek Street
- Open Country Drive
- Pollinator Drive

Speed humps/bumps and valley gutters will not be accepted as traffic calming.

The applicant should be required to submit a revised preliminary plat showing the redesigned roadways for review and approval prior to plan approval and ACHD's signature on the first final plat.

9. Bridge for Teed Lateral Crossing

The District will require that the applicant submit the bridge plans for the crossing of the Teed Lateral (Shayla Avenue) for review and approval prior to the pre-construction meeting and final plat approval. Note: all plan submittals for bridges or pipe crossings of irrigation facilities should be submitted to ACHD for review no later than December 15th for construction in the following year prior to irrigation season.

10. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

11. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

12. Other Access

Hubbard Road is classified as a minor arterials roadway and Shayla Avenue is classified as a collector roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Prior to ACHD's signature on the first final plat, submit a revised preliminary plat showing the redesigned roadways to reduce the length of the roadways or to include the use of passive design elements for review and approval:

- Corncockle Way
- Caravan Street
- Marmalade Drive
- Malad Creek Street
- Open Country Drive
- Pollinator Drive

Speed humps/bumps and valley gutters will not be accepted as traffic calming.

2. Submit an updated intersection analysis for the Hubbard Road/Ten Mile Road intersection prior to ACHD's signature on the final plat that contains the 166th residential lot. Additional improvements may be required based on the findings of the updated intersection analysis.

If through the updated analysis it is determined that improvements are necessary at the Hubbard Road/Ten Mile Road intersection, then it will need to be improved with an interim signal.

Enter into a signal agreement with ACHD for the installation of the interim signal at the Hubbard Road/Ten Mile Road intersection. The signal agreement should include requirements that the intersection be designed as a 3 X 3 intersection with three 12-foot wide travel lanes: one receiving lane, one dedicated left turn lane, and one thru/right lane on each approach; that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement by ACHD.

In order to ensure the Hubbard Road/Ten Mile Road intersection will be improved when warranted, the following items must be in place prior to plans acceptance for the final plat which necessitates the improvement based on the findings of the updated intersection analysis:

- Signal Agreement;
- Full design and approved plans for the intersection.

As an alternative the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

3. Dedicate additional right-of-way to total 39-feet from section line of Hubbard Road abutting the site. Compensation will not be provided.

4. Improve Hubbard Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 5-foot wide concrete sidewalk located 32-feet from the section line abutting the site.

5. Improve the off-site portion of Hubbard Road between the site's east property line and Ten Mile Road with 30-feet of pavement or the construction of pedestrian facilities between the site's east property line and Ten Mile Road.

OR,

If the proposed Sabino's Rocky Ridge development located on the north side of Hubbard Road, across and northeast of the site, has improved Hubbard Road abutting their site as required by ACHD Frontage Improvements policy, then the applicant should coordinate with the development of Sabino's Rocky Ridge to improve the segment of Hubbard Road, shown in red on the image in Findings C2d, with 30-feet of pavement or the construction of pedestrian facilities.

6. Construct Shayla Avenue from Ardell Road along the site's east property line to intersect Hubbard Road as ½ of a 36-foot wide collector street section with vertical curb, gutter and 5-foot wide detached or 7-foot wide attached concrete sidewalk on the west side of the roadway with an additional 12-feet of pavement widening beyond the centerline of the roadway with a 3-foot wide gravel shoulder and borrow ditch sized to accommodate the roadway storm runoff on the east side of the roadway.

7. Shift Shayla Avenue to the west at the intersection with Hubbard Road a minimum of 22-feet to the west in alignment with the location of Shayla Avenue as part of Sabino's Rocky Ridge. Coordinate the exact location of Shayla Avenue with the development of Sabino's Rocky Ridge as Shayla Avenue is required to align with Shayla Avenue on the north side of Hubbard Road across from the site.

8. Work with the adjacent property owner to dedicate right-of-way necessary to allow Shayla Avenue to be constructed in alignment with Shayla Avenue on the south side of Ardell Road across from the site.

OR

9. If the necessary right-of-way is not obtained from the adjacent property owner to allow Shayla Avenue to intersect Ardell Road in alignment with Shayla Avenue on the south side of Ardell Road across from the site, then construct the portion of Shayla Avenue from Hubbard Road south approximately 2,230-feetand provide ACHD a road trust deposit in the amount of $55,100 for the approximate 385 lineal foot section that will be constructed when the necessary right-of-way is obtained from the adjacent property to the east. Dedicate right-of-way for the portion of Shayla Avenue that will not be constructed.

10. Construct the bridge crossing on Shayla Avenue to accommodate a future two lane 36-foot collector street section to include pavement widening, vertical, curb, gutter and 5-foot wide detached or 7-foot wide attached concrete sidewalk.

11. Construct Ardell Road as ½ of a 36-foot street section with vertical curb, gutter an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk abutting the site. Dedicate right-of-way to 2-feet behind back of curb and provide a permanent right-of-way easement for any public sidewalks placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk.

12. Extend the two local streets proposed to stub to the site's west property line into the site and construct the internal local streets as 36-foot street sections with rolled curb, gutter within 40-feet of right-of-way and an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk located outside of the right-of-way.

13. Construct a cul-de-sac turnaround at the terminus of Shrubby Place designed with a minimum radius of 50-feet.

14. Construct 7 knuckles, as proposed.

15. Construct one new local street, Knapweed Avenue, to intersect Hubbard Road, located 788-feet west of Shayla Avenue, a proposed collector street, and in alignment with the proposed entrance roadway for the proposed Sabino's Rocky Ridge development on the north side of Hubbard Road across from the site.

16. Construct one new local street, Corncockle Way, to intersect Ardell Road, located 991-feet west of Shayla Avenue and in alignment with Gainsboro Drive on the south side of Ardell Road across from the site.

17. Construct two local streets to intersect the proposed collector street, Shayla Avenue, located as follows:

- Lemhi street, located 439-feet north of Ardell Road
- Pollinator Drive, located 1,677-feet north of Ardell Road

18. Construct one local street, Malad Creek Street, to intersect the proposed collector street , Shayla Avenue, further south due to the proximity of the canal and its location near the property line splitting the two adjacent parcels to the east of the site (S1315120800 and S1315131200) to alleviate impacting the construction of the bridge when the adjacent parcel(s) develop.

19. Close the two existing driveways from the site onto Hubbard Road with landscaping and 5-foot wide concrete sidewalk.

20. Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk.

21. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

22. Payment of impact fees is due prior to issuance of a building permit.

23. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property,

13. which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



SITE PLAN



Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

☒Submit a development application to a City or to Ada County

☒The City or the County will transmit the development application to ACHD

☒The ACHD **Planning Review Section** will receive the development application to review

☒The **Planning Review Section** will do one of the following:

☐Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.

☒Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

☒Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐For **ALL** development applications, including those receiving a **"No Review"** letter:

- The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
- The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)
☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
  a) Traffic Control Plan
  b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

    a. Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

    b. Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

    c. Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

    d. Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

    e. Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

    a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

    If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

    b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.

    c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.

    d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.

    e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.

    f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.

Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen.

Dec 2, 2021

Dear Honorable Council Members,

Kuna School District has experienced approximately 2% growth over the last few years. We predict that the homes at Ewing Meadows will house approximately 194 school aged children, when it is built out, based on our calculation of .65 students per household which is the Ada County standard calculation. Approval of the Ewing Meadows will affect enrollments at the following schools:

	Enrollment	Capacity
Crimson Point Elementary School	524	600
Kuna Middle School	867	880
Kuna High School / SFHS	1900	2000

With other approved developments in the area, Ewing Meadows will put us over capacity of all schools without a bond. As you know, bonds in Idaho require 67% to pass.

The developers of Ewing Meadows have worked to partner with us and offset this challenge. We are grateful for their partnership. With this agreement, we will be better able to meet the needs of the families this development will bring. We will be able to support the students that come to us from Ewing Meadows.

Thank you for considering the needs of students in this request. Should the developer or the Planning and Zoning Commission have any questions, you may contact either of us.

Regards,

David Reinhart
Robbie Reno

District Planning Coordinators,

IDAHO PRESS Local News Worth Holding | MERIDIAN PRESS mymeridianpress.com | KMN | BOISE WEEKLY | EMI Emmett Messenger Index

ADVERTISING PROOF

PO Box 9399
1618 N Midland Blvd, 83651,
Nampa,ID 83652
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
09/02/21	21880

doug hanson
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
143269	21-04-ZC - EWING MEA	09/08/21	09/08/21	1	$47.92

LEGAL NOTICE

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat): Ewing Meadows Subdivision

NOTICE IS HEREBY GIVEN the Planning and Zoning Commission will hold a public hearing Tuesday, September 28, 2021, at 6:00 PM, or as soon as can be heard; in connection with a Rezone (ZC) & Preliminary Plat (S) request for the Ewing Meadows Subdivision. Sterling Land Development Inc requests a rezone for approximately 80.75 total acres from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.75 acres into 319 total lots (298 buildable lots, 21 common lots). The site is located in Section 15, Township 2 north, Range 1 West (APN: S1315212403).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

September 8, 2021
143269

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$47.92**
Paid Amount:**$0.00**

Amount Due:**$47.92**

We Appreciate Your Business!

AD# 143269

Suggestions for Testifying at Public Hearings:

Be Informed…
Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

Be on time…
Although the item you are interested in may not be first on the agenda, you never know when it will be heard; the governing body has authority to adjust the schedule according to its discretion, thus, anticipate attending from the beginning.

Speak to the Point…
The governing body appreciates pertinent, well organized, factual & concise comments. The Developer or their Representative is given 10 minutes to present their project; 3 minutes per individual is provided for public testimony; neighborhood groups are encouraged to select a community representative & the representative is provided 10 minutes. The Developer/Representative is given additional time for rebuttal.

If you do not wish to speak, write…
Written testimony received by close of business the Wednesday before the hearing will be included in the meeting packet; late submissions will be provided to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments/info at the hearing and expect it to be reviewed prior to a decision.

KUNA
Planning & Zoning
PO BOX 13
Kuna, ID 83634

PITNEY BOWES
09/08/2021
US POSTAGE $000.00⁰
FIRST-CLASS MAIL
ZIP 83634
041M11460992

JR 9.8.21
DH 9/8/21

City of Kuna

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **Planning & Zoning Commission** is scheduled to hold a Public Hearing on **Tuesday, September 28, 2021 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat) Ewing Meadows Subdivision

Sterling Land Development, Inc. requests a Rezone for approx. 80.75 ac. from A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests Preliminary Plat approval in order to subdivide the approx. 80.75 ac. into 359 total lots (298 buildable lots, 21 common lots). The site is located in Section 15, Township 2 North, Range 1 West (APN: S1315212403).

The public is invited to provide written or oral testimony. Due to current health precautions associated with COVID-19, alternative methods have been provided. Contact Planning & Zoning at (208) 922-5274 for more information.

Written testimony received by close of business on **September 22, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 09.08.2021



ADVERTISING PROOF

c/o ISj Payment Processing Center
PO Box 1570,
Pocatello,ID 83204
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
10/01/21	21880

JESSICA REID
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
153896	PH 10/26/21 - EWING	10/06/21	10/06/21	1	$47.92

LEGAL NOTICE

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat): Ewing Meadows Subdivision

NOTICE IS HEREBY GIVEN the Planning and Zoning Commission will hold a public hearing **Tuesday, October 26, 2021, at 6:00 PM,** or as soon as can be heard; in connection with a Rezone (ZC) & Preliminary Plat (S) request for the Ewing Meadows Subdivision. Sterling Land Development Inc requests a rezone for approximately 80.75 total acres from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.75 acres into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 North, Range 1 West (APN: S1315212403, S1315244600, S1315214551).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

October 6, 2021 153896

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$47.92**
Paid Amount:**$0.00**

Amount Due:**$47.92**

We Appreciate Your Business!

AD# 153896

Suggestions for Testifying at Public Hearings:

Be Informed…
Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

Be on time…
Although the item you are interested in may not be first on the agenda, you never know when it will be heard; the governing body has authority to adjust the schedule according to its discretion, thus, anticipate attending from the beginning.

Speak to the Point…
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Written testimony received by close of business the Wednesday before the hearing will be included in the meeting packet; late submissions will be provided to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments/info at the hearing and expect it to be reviewed prior to a decision.

KUNA

Planning & Zoning
PO BOX 13
Kuna, ID 83634

NEOPOST FIRST-CLASS MAIL
10/06/2021
US POSTAGE $000.00º

ZIP 83634
041M11460992

JR 10.6.21

City of Kuna

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **Planning & Zoning Commission** is scheduled to hold a Public Hearing on **Tuesday, October 26, 2021 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat) Ewing Meadows Subdivision

Sterling Land Development, Inc. requests a Rezone for approx. 80.75 ac. from A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests Preliminary Plat approval in order to subdivide the approx. 80.75 ac. into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 North, Range 1 West (APN: S1315212403, S1315244600, S1315214551).

The public is invited to provide written or oral testimony. Due to current health precautions associated with COVID-19, alternative methods have been provided. Contact Planning & Zoning at (208) 922-5274 for more information.

Written testimony received by close of business on **October 20, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 10.06.2021



CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat): Ewing Meadows Subdivision

NOTICE IS HEREBY GIVEN the Planning and Zoning Commission will hold a public hearing **Tuesday, October 26, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a **Rezone (ZC) & Preliminary Plat (S)** request for the *Ewing Meadows Subdivision*. Sterling Land Development Inc requests a rezone for approximately 80.75 total acres from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.75 acres into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 North, Range 1 West (APN: S1315212403, S1315244600, S1315214551).

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Map Provided on Page 2

N

- **Blue – Irrigation Pond & Ditch**
- **Light Green – Open Space & Pathways**
- **Dark Green - Landscaping**



W Ardell Road

KUNA
Planning & Zoning

Proof of Property Posting

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

This form shall confirm that the Public Hearing Notice for Case No. _____
Ewing Meadows Name was posted, as required per Kuna City Code 5-1A-8, on 10/15/2021 Date. This form and associated photos shall be returned to the Planning & Zoning department no later than seven (7) days prior to the Public Hearing.

Signs shall be removed from the site within three (3) days after the Public Hearing.

DATED this 15th day of October, 2021.

Signature: _____ Owner/Developer

State of Idaho)
) ss
County of Ada)

On this 15th day of October, 2021, before me, the Undersigned, a Notary Public in and for said State, personally appeared before me (Owner/Developer).

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

Matt M Munger Print Name

Residing at: 3699 S. Firenze Way Address
Meridian, Idaho 83642 City State ZIP

My Commission expires: 11/10/21 Date

Signature

MATT M MUNGER
Comm. No. 40732
NOTARY PUBLIC
Affix Seal Here
Expires: 11/10/2021
STATE OF IDAHO

CITY OF KUNA
PUBLIC HEARING NOTICE
Kuna Planning & Zoning Commission

THE CITY OF KUNA will hold a public hearing on Oct. 26, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Ewing Meadows Subdivision Preliminary Plat and Rezone for 315 lots (294 building lots, 21 common lots) on approximately 80 acres. Rezone A-Ag to R-6 - Parcel # S1315212403, S1315214551 and S1315244600

PROPERTY LOCATION: W Hubbard Road

APPLICATION BY: NV5 - Bonnie Layton

CONTACT: Doug Hanson, 208-922-5274 dhanson@kunaID.gov, with any questions

10/14/2021

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna Planning & Zoning Commission

THE CITY OF KUNA will hold a public hearing on Oct. 26, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Ewing Meadows Subdivision Preliminary Plat and Rezone for 315 lots (294 building lots, 21 common lots) on approximately 80 acres. Rezone A-Ag to R-6 - Parcel # S1315212403, S1315214551 and S1315244600

PROPERTY LOCATION: W Hubbard Road

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CONTACT: Doug Hanson, 208-922-5274 dhanson@kunaID.gov, with any questions

10/14/2021

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PO Box 1570,
Pocatello,ID 83204
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
11/15/21	21880

JESSICA REID
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
170301	21-04-ZC, 21-05-S EW	11/17/21	11/17/21	1	

LEGAL NOTICE

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat) Ewing Meadows Subdivision

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, December 7, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a Rezone (ZC) & Preliminary Plat (S) request for the Ewing Meadows Subdivision. Sterling Land Development Inc requests a rezone for approximately 80.75 total acres from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.75 acres into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 North, Range 1 West (APN: S1315212403, S1315244600, S1315214551).

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Kuna Planning & Zoning Department

November 17, 2021

170301

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount:	**$0.00**
Surcharge:	**$0.00**
Credits:	**$0.00**

Gross:**$49.40**
Paid Amount:**$0.00**

Amount Due:**$49.40**

We Appreciate Your Business!

AD# 170301

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **City Council** is scheduled to hold a Public Hearing on **Tuesday, December 7, 2021 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case(s):

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat) Ewing Meadows Subdivision

Sterling Land Development, Inc. requests a Rezone for approx. 80.75 ac. from A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests Preliminary Plat approval in order to subdivide the approx. 80.75 ac. into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 North, Range 1 West (APN: S1315212403, S1315244600, S1315214551).

The public is invited to provide written or oral testimony. Due to current health precautions associated with COVID-19, alternative methods have been provided. Contact Planning & Zoning at (208) 922-5274 for more information.

Written testimony received by close of business on **December 01, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 11.17.2021



Suggestions for Testifying at Public Hearings:

Be Informed…
Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

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KUNA

Planning & Zoning
PO BOX 13
Kuna, ID 83634

EOPOST
FIRST-CLASS MAIL
11/17/2021
US POSTAGE $000.00⁰

ZIP 83634
041M11460992

JR 11.17.21

City of Kuna

KUNA
Planning & Zoning

Proof of Property Posting

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

received
11.29.21 JR

This form shall confirm that the Public Hearing Notice for 21-04-ZC, 21-05-S, 21-12-DR Ewing Meadows Subdivision was posted, as required per Kuna City Code 5-1A-8, on November 23, 2021. This form and associated photos shall be returned to the Planning & Zoning department no later than seven (7) days prior to the Public Hearing.

Signs shall be removed from the site within three (3) days after the Public Hearing.

DATED this 29 day of November, 20 21.

Signature: Ryan C. Young

State of Idaho)
) ss
County of Ada)

On this 29th day of November, 20 21, before me, the Undersigned, a Notary Public in and for said State, personally appeared before me (Owner/Developer). Ryan Young - owners Representitive

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

Matt Munger
Residing at: 3699 Firenze Way
Meridian ID 83642

My Commission expires: 11-12-2027

MATT M MUNGER
NOTARY PUBLIC
MY COMMISSION EXPIRES 11-12-2027
STATE OF IDAHO
COMMISSION NUMBER 40732

Signature

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on Dec. 7, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Ewing Meadows Subdivision Preliminary Plat and Rezone for 315 lots (294 building lots, 21 common lots) on approximately 80 acres. Rezone A-Ag to R-6 - Parcel # S1315212403, S1315214551 and S1315244600

PROPERTY LOCATION: W Hubbard Road

APPLICATION BY: NV5 - Bonnie Layton

CONTACT: Doug Hanson, 208-922-5274 dhanson@kunaID.gov, with any questions

11/23/2021

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on Dec. 7, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Ewing Meadows Subdivision Preliminary Plat and Rezone for 315 lots (294 building lots, 21 common lots) on approximately 80 acres. Rezone A-Ag to R-6 - Parcel # S1315212403, S1315214551 and S1315244600

PROPERTY LOCATION: W Hubbard Road

APPLICATION BY: NV5 - Bonnie Layton

CONTACT: Doug Hanson, 208-922-5274 dhanson@kunaID.gov, with any questions

11/23/2021

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on Dec. 7, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

PURPOSE: Ewing Meadows Subdivision Preliminary Plat and Rezone for 315 lots (294 building lots, 21 common lots) on approximately 80 acres. Rezone A-Ag to R-6 - Parcel # S1315212403, S1315214551 and S1315244600

PROPERTY LOCATION: W Hubbard Road

APPLICATION BY: NV5 - Bonnie Layton

CONTACT: Doug Hanson, 208-922-5274
dhanson@kunaID.gov, with any questions

11/23/2021

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on Dec. 7, 2021 at 6:00 PM at Kuna City Hall 751 W. 4th St., Kuna, ID 83634

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PROPERTY LOCATION: W Hubbard Road

APPLICATION BY: NV5 - Bonnie Layton

CONTACT: Doug Hanson, 208-922-5274 dhanson@kunaID.gov, with any questions

11/23/2021

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat)
Ewing Meadows Subdivision

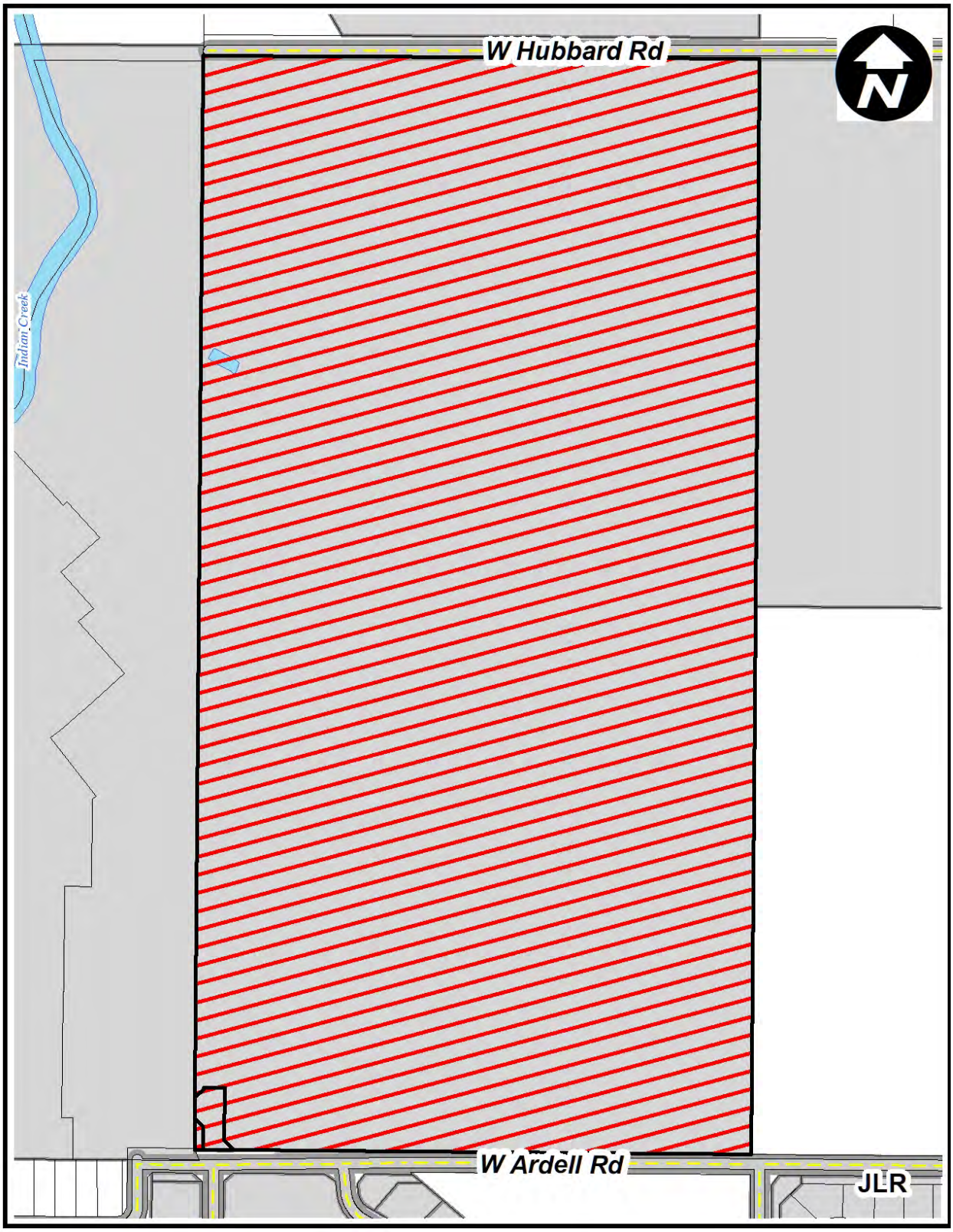
NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, December 7, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a **Rezone (ZC) & Preliminary Plat (S)** request for the *Ewing Meadows Subdivision*. Sterling Land Development Inc requests a rezone for approximately 80.75 total acres from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.75 acres into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 North, Range 1 West (APN: S1315212403, S1315244600, S1315214551).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

Map Provided on Page 2


W Hubbard Rd
N
Indian Creek
W Ardell Rd
JLR

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **CENTURION ENGINEERS, INC.** (Formerly Known as B & A Engineers, Inc.) Combination Preliminary/Final Plat for the Arbor Ridge Villas Subdivision	)	**Case No. 21-03-CPF (Comb Preliminary & Final Plat – Short Plat)** **STAFF MEMO FOR THE ARBOR RIDGE VILLAS COMBINATION PRELIMINARY / FINAL PLAT APPLICATION.**

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2. Process and Noticing
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9. Commission's Recommendation
10. Proposed Council's Order of Decision



I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Staff Report for Commission			X
2	Application Coversheet			X

3	Preliminary & Final Plat Application			X
4	Letter of Intent			X
5	Vicinity & Aerial Map			X
6	Affidavit of Legal Interest			X
7	Preliminary Plat			X
8	Final Plat			X
9	Legal Descriptions			X
10	Neighborhood Meeting Certification			X
11	Subdivision Name Reservation			X
12	Agency Transmittal			X
13	Public Works/City Engineer			X
14	Ada County Highway District (ACHD)			X
15	Boise Project Board of Control (BPBC)			X
16	Central District Health Department (CDHD)			X
17	Department of Environmental Quality (DEQ)			X
18	Kuna Melba News Legal Notice Publication for P&Z			X
19	Photograph of Property Posting for PnZ			X
20	Proof of Property Posting for PnZ			X
21	Legal Notice Mailer & Confirmation of Mailing (300' Mailer) for PnZ			X
22	Kuna Melba News Affidavit of Publication for PnZ			X
23	Kuna Melba News Legal Notice Publication for CC			X
24	Photograph of Property Posting for CC			X
25	Proof of Property Posting for CC			X
26	Legal Notice Mailer & Confirmation of Mailing (300' Mailer) for CC			X
27	Kuna Melba News Affidavit of Publication for CC			X
28	Commission FCO's			X
29	Commission Public Hearing Minutes			X

II
PROCESS AND NOTICING

2.1 In accordance with Kuna City Code (KCC) Title 1, Chapter 14, Section 3, Combination plat (Preliminary and Final) applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

2.1 Notifications

2.1.1 Neighborhood Meeting: May 17, 2021 (two attendees)
2.1.2 Agency Comments Request: August 23, 2021

2.1.3 300 FT Property Owners Notice: November 17, 2021
2.1.4 Kuna Melba News Newspaper: November 17, 2021
2.1.5 Site Posted: November 11, 2021
2.1.6 City Web Site: November 12, 2021

III
APPLICANTS REQUEST

3.1 Centurion Engineers, Inc., on behalf of Challenger Development, LLC, requests approval to subdivide three (3) existing lots within Arbor Ridge Sub No. 5, into nine (9) total lots using the Combination Plat process, for a site located at the northwest corner of School Ave. and Ardell Road, Kuna, Idaho.

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 The property is currently zoned C-1 (Neighborhood Commercial), and the site is fully improved with sidewalks, curb and gutter along both frontages, a parking lot and is ready for site development of multi-family units.

4.2 Surrounding Land Uses

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

4.3 Parcel Size(s), Current Zoning and Parcel Numbers

Current Zoning	Approx. Size	Parcel Numbers	Lot & Block In Arbor Ridge No. 5
C-1	.62 ac	R0501710340	L 17 & B 15
C-1	.65 ac	R0501710360	L 18 & B 15
C-1	.77 ac.	R0501710380	L 19 & B 15

4.4 Services

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

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 There are no existing structures on site. Both frontages (School and Ardell) are fully improved, and there is an existing parking lot for multi-family units. Vegetation is typical of an empty lot waiting for development.

4.6 Environmental Issues

4.6.1 With the exception the site is within the Nitrate Priority Area, staff is not aware of any environmental issues, health or safety conflicts at this time.

4.7 Comprehensive Plan Future Land Use Map

4.7.1 The Future Land Use Map (FLUM) identifies this site as Medium Density Residential (MDR). This site was entitled through previous Annexation, Preliminary Plat and Design Review applications with the Arbor Ridge Subdivision Planned Unit Development (PUD - 2003), to develop multi-family units within a C-1 zone. While this use may not be consistent with the current Comprehensive Plan or the City's FLUM, at the time of original approvals it was an allowed use.

4.8 Agency Responses

Agency	Exhibit No.
Assistant City Engineer, Catherine Feistner – Kuna City Public Works	2.12
Ada County Highway District (**ACHD**) – Dawn Battles	2.13
Kuna School District	2.14
Department of Environmental Quality (DEQ)	2.15
Nampa Meridian Irrigation District (NMID)	2.16

V
TRANSPORTATION AND CONNECTIVITY

5.1 The subject site is located at the northwest corner of School Avenue and Ardell Road within the previously approved Arbor Ridge Sub. PUD. Ingress/egress will be taken from improved access points on School Avenue and Ardell Road previously approved by ACHD.

In their staff level approval for this project, ACHD has recommended the Applicant adhere to the following guidelines for their Combined Preliminary and Final Plat request:

- Comply with Conditions of Approval of Arbor Ridge Subdivision/KPP-01-03 for the frontage improvements for Ardell Road and School Avenue;
- Construct one (1) 24 foot-wide curb return type driveway onto Ardell Road 300 feet west of School Avenue;
- Construct one (1) 24 foot-wide curb return type driveway onto School Avenue 200 feet north of Ardell Road;
- Submit civil plans to ACHD Development Services for review and approval

VI
STAFF ANALYSIS

6.1 The Applicant intends to re-plat three (3) existing parcels into nine (9) newly configured lots for each of the eight (8) previously approved (18-29-DR, 10.23.2018) multi-family residential buildings, with one (1) of the lots to be used for the already improved parking lot. This will allow each building to be on its on separate lot.

In accordance with KCC 6-2-3-B: Preliminary Plat. an applicant may request an application to be processed as both Preliminary and Final Plat so long as the request meets the following criteria;

- The application does not exceed 10 lots,
- No new street dedication or widening is involved, and
- No special development considerations are involved.

While this use may not be consistent with the current Comprehensive Plan or the City's FLUM, at time of original approvals it was an allowed use. After the approvals were obtained in January 2003, the land use matrix, Comprehensive Plan and FLUM changed, and now the use/site is considered a non-conforming use. As such, the Comp Plan nor the FLUM will agree with zone or the use, however, staff views the use to be consistent with those originally approved in 2003.

The subject site is currently a vacant lot, fully improved and ready for development. This application is within Phase No. 5 of the previously approved and nearly built out Arbor Ridge PUD which included Annexation, Preliminary Plat, and Design Review for the common area landscaping and eight (8) multi-family buildings.

Upon complete review, staff has no concerns with the Case and has determined this application complies with Title 6-2-3 and 6-2-4 of KCC and Idaho Code. While it does not follow the current FLUM, at original PUD approvals in 2003, it was compliant. Staff recommends approval to Council for Case No. 21-03-CPF, with the applicant subject to the recommended Conditions of Approval listed in Section IX (9) of this report.

6.2 Applicable Standards

6.2.1 Kuna City Code, Title 6
6.2.2 City of Kuna Comprehensive Plan FLUM
6.2.3 Idaho Code, Title 67, Chapter 65 – Local Land Use Planning Act
6.2.4 Idaho Code, Title 39, Chapter 11 – Health and Safety

VII
PROPOSED FINDINGS OF FACT

Based upon the record contained in Case No. 21-03-CPF (Combination Preliminary and Final Plat), including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, the exhibits, and the testimony during the Public Hearing; the Kuna Council hereby ***Approves/Conditionally Approves/Denies*** the Findings of Fact and Conclusions of Law, and Conditions of Approval for Case No. 21-03-CPF, a request from Centurion Engineers, Inc., to subdivide the subject property into nine (9) total lots.

If the City Council wishes to Approve, Deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

7.1 Based on the evidence contained in Case No. 21-03-CPF, this proposal ***does/does*** not generally comply with Kuna City Code.

Staff Finding: *The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with Kuna City Code Title 6.*

7.2 Based on the evidence contained in Case No. 21-03-CPF, this proposal ***does/does*** not generally comply with the Comprehensive Plan.
Staff Finding: *The Comprehensive Plan designates the future land use designation of the proposed subject site as MDR; At the time of the original approval in 2001, multi-family residential uses were an allowed use within the C-1 zone. AS such, staff views the case compliant with the FLUM.*

7.3 The Combination Plat ***does/does not*** request more than 10 lots, is not dedicating new streets, is not widening streets, and requires no special consideration.

Staff Finding: *According to KCC 6-2-3-B, this short plat follows the requirements of the subdivision ordinance and its zoning district.*

7.4 The public notice requirements ***were/were not*** met and the Neighborhood Meeting ***was/was not*** conducted within the guidelines of applicable Idaho Code and City Ordinances.

Staff Finding: *Neighborhood Meeting notices were mailed to residents within 300 feet of the proposed subject site and the meeting was held on May 17, 2021. A Legal Notice was published in the Kuna Melba News Newspaper on September 22, 2021 as well as a Legal Notice being mailed by the City to residents within 300 feet, on September 23, 2021. The Applicant posted a sign on the property on September 22, 2021.*

7.5 This request appears to ***be/not be*** consistent and ***in/not in*** compliance with all Kuna City Code (KCC).

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

7.6 The site **is/is not** physically suitable for the proposed use.

Comment: *The 2.10 acre (approx.) subject site is suitable for the proposed development.*

7.7 The Combination Plat ***is/is not*** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The subject site is not used as wildlife habitat and lies within a well-established subdivision. Roadways, structures and open space already exist in the area and will therefore cause no environmental damage or loss of habitat.*

7.8 The application ***is/is not*** likely to cause adverse public health problems known at this time.

Comment: *There are no adverse public health problems known at this time.*

7.9 The utility services currently being installed ***are/are not*** suitable and/or adequate for the proposed use.

Comment: *Utility services are suitable and adequate for the proposed development.*

VIII
PROPOSED COMPREHENSIVE PLAN ANALYSIS

The Kuna City Council may ***accept/reject*** the Comprehensive Plan components, and shall determine if the proposed Combination Plat request for the site ***is/is not*** consistent with the following Comprehensive Plan components as described below:

8.1 Goal Area 2: Kuna will be a healthy, safe community.

- Goal 2.A.: Maintain and expand an interconnected greenbelt, pathways and trail system.
  - Objective 2.A.2.: Maintain and expand the pathway and trail network with a focus on building connectivity to key activity and population centers that serve all areas of Kuna.
    - Policy 2.A.2.d: Work with private developers and landowners to direct expansion of the trails and pathways system throughout Kuna, including:
      - Ensure appropriate polices and ordinances are in place to incentivize and require construction of new pathways and trails infrastructure as development and redevelopment occurs.
      - Require all new neighborhood and subdivision developments to incorporate pathway connectivity within the neighborhood and tie into existing or anticipated pathways and trails.
      - Clearly identify locations where trails and pathways infrastructure should be publicly accessible, and who will be responsible to provide regular maintenance for these areas.

8.2 Goal Area 3: Kuna's land uses will support a desirable, distinctive and well-designed community.

- Goal 3.D: Encourage development of housing options and strong neighborhoods.
  - Objective 3.D.1: Encourage development of housing options for all citizens.
  - Objective 3.D.2: Create strong neighborhoods through preservation, new development, connectivity and programming.
    - Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.
- Goal 3.G.: Respect and protect private property rights.
  - Objective 3.G.1: Ensure land use policies, restrictions, and fees do not violate private property rights.
    - Policy 3.G.1.b: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
    - Policy 3.G.1.c: Ensure land use actions, decisions and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

8.3 Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.

8.3.1 Goal 4.B.: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.

- Objective 4.B.2: Maintain and expand sidewalks and pedestrian facilities within the community.
  - Policy 4.B.2.b: Install detached sidewalks and/or protected pedestrian routes/facilities along high trafficked roads as development occurs.
  - Policy 4.B.2.c: Promote the installation of off-system pedestrian pathways to create neighborhood connections and reduce the length of non-motorized transportation routes.
  - Policy 4.B.2.g: Coordinate with developers to connect and/or enhance pedestrian facilities, including on and off-system pathways, footbridges (across canals, etc.), road bridges, sidewalks, pedestrian crossings and wayfinding signage.

8.3.2 Goal 4.C.: Increase pathway, trail and on-street bicycle facilities.

- Objective 4.C.1: Maintain and enhance existing pathways, trails and on-street bicycle facilities.
  - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
  - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
- Objective 4.C.2: Ensure expansion of pathways, trails and on-street bicycle routes.
  - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.

IX
PROPOSED KUNA CITY CODE ANALYSIS

9.1 This request appears to ***be/not be*** consistent and ***in/not in*** compliance with all Kuna City Code (KCC).

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

9.2 The site **is/is not** physically suitable for the proposed use.

Comment: *The 2.10 acre (approx.) subject site is suitable for the proposed development.*

9.3 The Combination Plat ***is/is not*** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The subject site is not used as wildlife habitat and lies within a well-established subdivision. Roadways, structures and open space already exist in the area and will therefore cause no environmental damage or loss of habitat.*

9.4 The application ***is/is not*** likely to cause adverse public health problems known at this time.

Comment: *There are no adverse public health problems known at this time.*

9.5 The utility services currently being installed ***are/are not*** suitable and/or adequate for the proposed use.
Comment: *Utility services are suitable and adequate for the proposed development.*

IX
COMMISSION'S ORDER OF DECISION

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommended ***Approval*** for Case No. 21-03-CPF (Combination Plat), a request from Centurion Engineers, Inc., to subdivide the subject property into nine (9) total lots using the combination Plat process, for a site located at the northwest corner of School Avenue and Ardell Road, Kuna, Idaho.

X
COUNCIL'S PROPOSED ORDER OF DECISION

Note: The motion is for the ***Approval/Conditional Approval/ Denial*** *of the* Combination *Plat application. However, if the Council wishes to Approve or Deny specific parts of the requests as detailed in the report, those changes must be specified.*

Based on the facts outlined in staff's memo and public testimony as presented, the City Council of Kuna, Idaho, hereby ***Approves/Conditionally Approves/Denies*** Case No. 21-03-CPF (Combination Plat), a request from Centurion Engineers, Inc., to subdivide the subject property into nine (9) total lots using the combination Plat process, for a site located at the northwest corner of School Avenue and Ardell Road, Kuna, Idaho; with the following additional conditions of approval:

10.1 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:

10.1.1 The City Engineer shall approve all sewer connections and grading plans.

10.1.2 The City Engineer shall approve drainage and grading plans.

10.1.3 Central District Health Department requires the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".

10.1.4 No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan by the City Engineer.

10.1.5 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District is required.

10.1.6 The Kuna Municipal Irrigation System shall approval all modifications to the existing irrigation system.

10.1.7 No public street construction may be commenced without approval and permit from Ada County Highway District.

10.1.8 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District.

10.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.

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

10.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Irrigation System (KMIS) of the City.

10.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding Master Plans.

10.6 Applicant shall work with staff to provide final street lights locations as required by Kuna City Code.

10.7 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky's practices

10.8 Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).

10.9 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.

10.10 Landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and/or ACHD underground facilities and must honor all vision triangles.

10.11 If any revisions are made, they are subject to Administrative Determination to rule if the revision is substantial. Applicant shall provide Planning Staff with a revised copy.

10.12 Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.

10.13 Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.

10.14 *It is the responsibility of the developer or his Engineer to coordinate and design to the stricter requirement between agencies and the City of Kuna standards.*

10.15 *Developer/Owner/Applicant/Contractors are all hereby notified of Kuna's working hours.*

Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

10.16 *Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.*

10.17 The Applicant shall follow all staff and agency recommendations as applicable.

10.18 The Applicant shall comply with all local, state and federal laws as appliable.

DATED this ____ day of December 2021.

Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

File No.(s): 21-03-CPF

Project Name: Arbor Ridge Villas

Date Received: 06.25.2021

Date Accepted as Complete: 06.28.2021

Type of review requested (check all that apply); please submit all associated applications:

	Annexation		Appeal
	Comp. Plan Map Amendment	✓	Combination Pre & Final Plat
	Design Review		Development Agreement
	Final Planned Unit Development		Final Plat
	Lot Line Adjustment		Lot Split
	Ordinance Amendment		Planned Unit Development
	Preliminary Plat		Rezone
	Special Use Permit		Temporary Business
	Vacation		Variance

Owner of Record

Name: Challanger Development, LLC

Address: 21977 E Overland RD Meridian, ID 83642-6649

Phone: _____ Email: _____

Applicant (Developer) Information

Name: David Crawford - B&A Engineers, Inc.

Address: 5505 W. Franklin Rd Boise, ID 83705

Phone: (208) 343-3381 Email: dacrawford@baengineers.com

Engineer/Representative Information

Name: David Crawford - B&A Engineers, Inc.

Address: 5505 W. Franklin Rd Boise, ID 83705

Phone: 208-376-7330 Email: swonders@jub.com

Subject Property Information

Site Address: E. Kuna Road

Nearest Major Cross Streets: E Kuna Road and Meridian Rd.

Parcel No.(s): R0615250650

Section, Township, Range: 30 2N 1E

Property Size: 22.87 acres

Current Land Use: Agricultural Proposed Land Use: Single family homes

Current Zoning: R-4 Proposed Zoning: R-4

Project Description

Project Name: Rising Sun Subdivision No. 1

General Description of Project: The project consist of 61 buildable lots 8 non-buildable lots with a minimum lots size of 7,739 sf and an average lots size of 10,561 sf.

Type of proposed use (check all that apply and provide specific density/zoning):
☒ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☒ Commercial: C-1 C-2 C-3 ☐ CBD
☐ Office ☐ Industrial: M-1 M-2 ☐ Other:

Type(s) of amenities provided with development: Pathways and open space.

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO
If YES, please describe:

Will any existing buildings remain? YES NO

No. of Residential Units: 61 No. of Building Lots: 61

No. of Common Lots: _____ No. of Other Lots: 8

Type of dwelling(s) proposed (check all that apply):
☐ Single-Family ☐ Townhomes ☐ Duplexes ■ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): 4,413

Gross Density (Dwelling Units ÷ Total Acreage): 15.68

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 15.68

Percentage of Open Space provided: _____ Acreage of Open Space: 41,895 SF

Type of Open Space provided (i.e. public, common, landscaping): Common area with landscaping: concrete pathway with a bench and a concrete patio, picnic table and a BBQ.

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

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

Building height: _____ Hours of Operation: _____

Total no. of employees: _____ Max no. of employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking:

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

_____

_____

_____

Applicant Signature: [signature] - B&A Engineers, Inc. Date: 5/20/21

Combination Preliminary Plat & Final Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

Combo Plats require Public hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

****Office Use Only****

Case No(s).: 21-03-CPF

Project Name: Arbor Ridge Villas

Date of Pre-Application Meeting: Valid for three (3) months

Date Received: 06.25.2021

Date Accepted as Complete: 06.28.2021

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet
- Complete Preliminary Plat Application
- Detailed narrative or justification for the application, describing the project, design elements, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Legal Description of Preliminary Plat Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.
- A letter or email from the Ada County Engineer showing the subdivision name reservation. (*A name change needs to be submitted and approved by the Planning & Zoning Director & Ada County Engineer.*)
- Plat Plans (24" x 36"): Drawn to a scale of 1" = 100' (or similar), showing
    - Topography at 2' intervals
    - Land uses (location, layout, types & dimensions) of Residential, Commercial & Industrial
    - Street right-of-way (ROW) including dimensions of ROW dedication for all roadways, street sections, improvements, etc.
    - Easements/common space such as utility easements, parks, community spaces, etc.
    - Layout & dimensions of lots

    - Improvements drawing showing water, sewer, drainage, electricity, irrigation, telephone, gas, proposed street lighting, proposed street names, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.
- Pressurized Irrigation Plan
- Plat Plans (8.5” x 11”): Drawn to a scale of 1” = 100’ (or similar)
- Phasing Plan
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- Landscape Plan for subdivision entrances, buffers, common areas, etc.
- Homeowners Maintenance Agreement for the care of landscaped common areas, & any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

This application shall not be considered complete (nor will a Public Hearing be scheduled) 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, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C).*

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A).*

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

May 25, 2021

City of Kuna
751 W. 4th St.
Kuna, Idaho, 83634

Subject: **Preliminary and Final Plat Approval Request Narrative For: Arbor Ridge Villas Subdivision**

Council and Staff:

We are pleased to present this request for approval of a Preliminary Plat for a re-subdivision of Lots 17, 18, & 19, Block 15 of Arbor Ridge Subdivision No. 5.

Site Data
The entire site consists of a total of 2.04 acres of vacant land. It is located within the Kuna City Limits, and zoned C-1. The project consists of the following lands:

- 938 West Ardell Road, Lot 19, Block 15 Arbor Ridge Subdivision No. 5. Parcel Number R0501710380, 0.77 Acres.
- 2415 North School Avenue, Lot 18, Block 15 Arbor Ridge Subdivision No. 5. Parcel Number R0501710360, 0.65 Acres.
- 2459 North School Avenue, Lot 17, Block 15 Arbor Ridge Subdivision No. 5. Parcel Number R0501710360, 0.62 Acres.

Warranty Deed
The plat of Arbor Ridge Subdivision No. 5 was recorded on May 6th, 2020. The county assessor applies the ownership of the lots pursuant to the plat when it was recorded. No deeds have been recorded modifying ownership of the subject lots since the recording of Arbor Ridge Subdivision No. 5.

Existing Site Use
The site is currently fully developed and is progressing towards building permit issuance for construction of the 8 multifamily dwellings.

Current Development
All City services necessary to provide City service for sanitary sewer, domestic water, pressure irrigation have been constructed during the development of Arbor Ridge Subdivision No. 5.

Uses and Zoning.
The current preliminary plat for Arbor Ridge Subdivision was approved for 3 lots zoned C-1. The City of Kuna Zoning Ordinance at the time of the zoning, multifamily uses are an allowed within the C-1 Zone.

The proposal does not expand the use, rather it allows for each structure to exist on an individual

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lot rather than multiple structures on a lot.

Landscaping
The attached landscape plan provides for the required vegetated buffers adjacent to School Street and Ardell Roads consistent with the requirements of Kuna Code. The Landscaping will be maintained by the owner's association responsible for the development. The CC&R's has been attached with this application.

Preliminary Plat Purpose
Arbor Ridge Subdivision No. 5 has been platted in accordance with the original approval, consisting of 3 commercial lots. The purpose of the proposed Arbor Ridge Villas preliminary plat is to provide for additional lots working in concert with the proposed buildings. The purpose of the re-subdivision is to create 8 lots around the 8 new buildings by re-subdividing the 3 lots into 8.

A previous application for this development was submitted to the City of Kuna in 2018. The owner of the property determined at the time to wait until the Arbor Ridge Subdivision No. 5 Plat was completed, which would allow for the infrastructure to be installed for the development.

Arbor Ridge Subdivision No. 5 was recorded and the infrastructure necessary to service the buildings has been installed. The owner now feels it time to submit the preliminary and final plat application for the development.

The project is anticipated to be constructed in a single phase of development.

Pre-application Meeting
A pre-application meeting was held at the City Planning and Zoning office on Wednesday, March 21, 2018 at 3:00 pm. The development application requirements were discussed.

Neighborhood Meeting
A neighborhood meeting was held for the proposed project on Monday May 17, 2021 at 6:00 PM at the 2415 North School Avenue. The neighborhood sign in sheet has been included within the application.

One neighbor attended the neighborhood meeting. He voiced his concerns with the development related to increased traffic, potential for crime and perceived depreciation in value on his home. Additionally, it was indicated that the since the previous application for the re-subdivision was tabled in 2018, that the project should not move forward now.

Proximity to City Services
This development is located near the intersection of School Street and Ardell Road. All City facilities necessary to serve the project exist and were fully constructed with the development of Arbor Ridge Subdivision No. 5. This includes all public streets, sanitary sewer lines, domestic water, and pressure irrigation systems.

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Consulting Engineers & Surveyors
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Summary

Based on the information provided within this application we respectfully request approval of the preliminary plat for the development. The preliminary plat attached is in conformance with the applicable City Codes and ordinances, and is consistent with the land uses shown on the comprehensive plan.

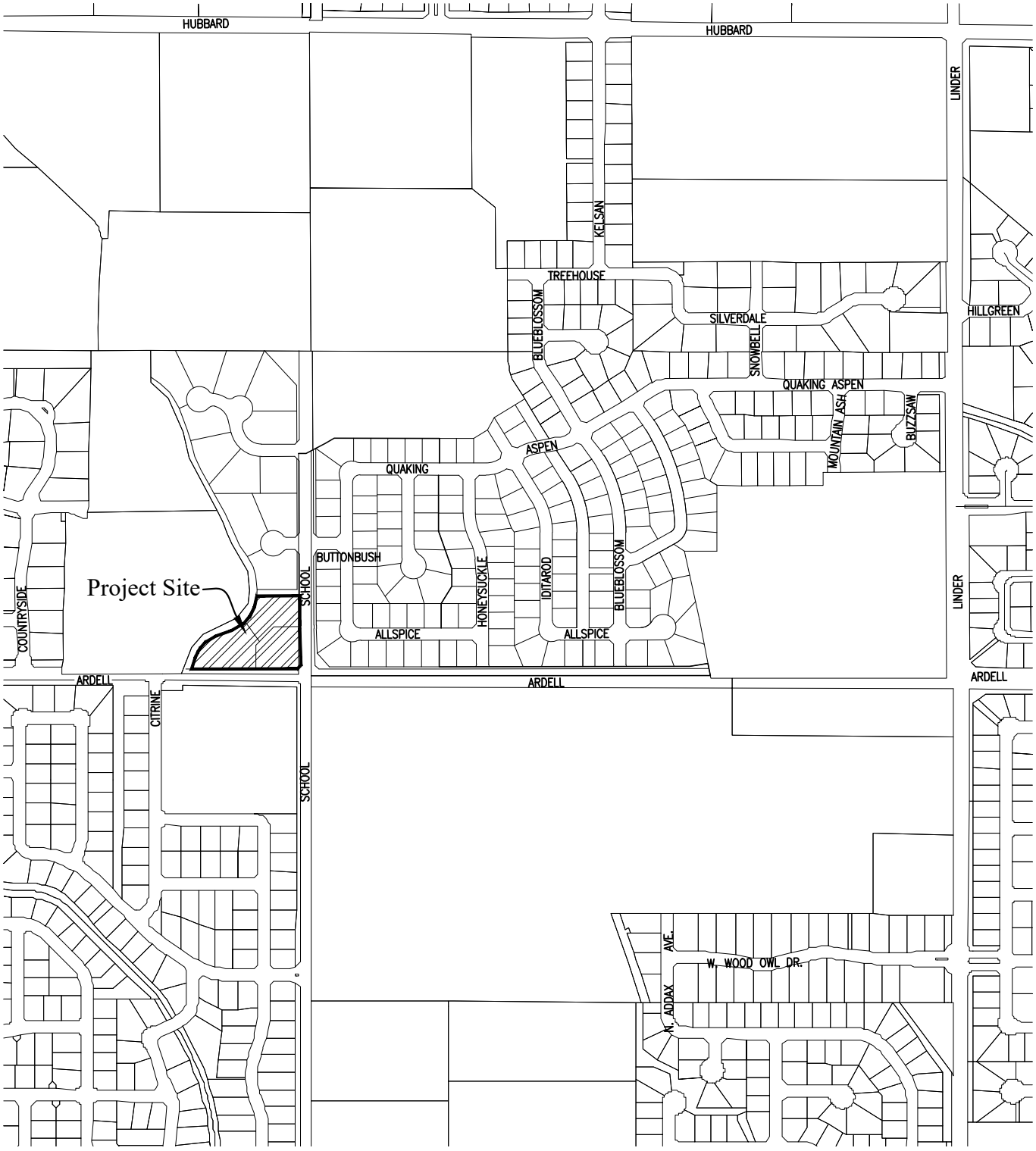
Based on the information provided we believe that this development will be an attractive asset to the City of Kuna and respectfully request approval of the preliminary and final plat application as proposed.

Sincerely,



David Crawford
B&A Engineers, Inc.

Arbor Ridge Villas
Vicinity Map

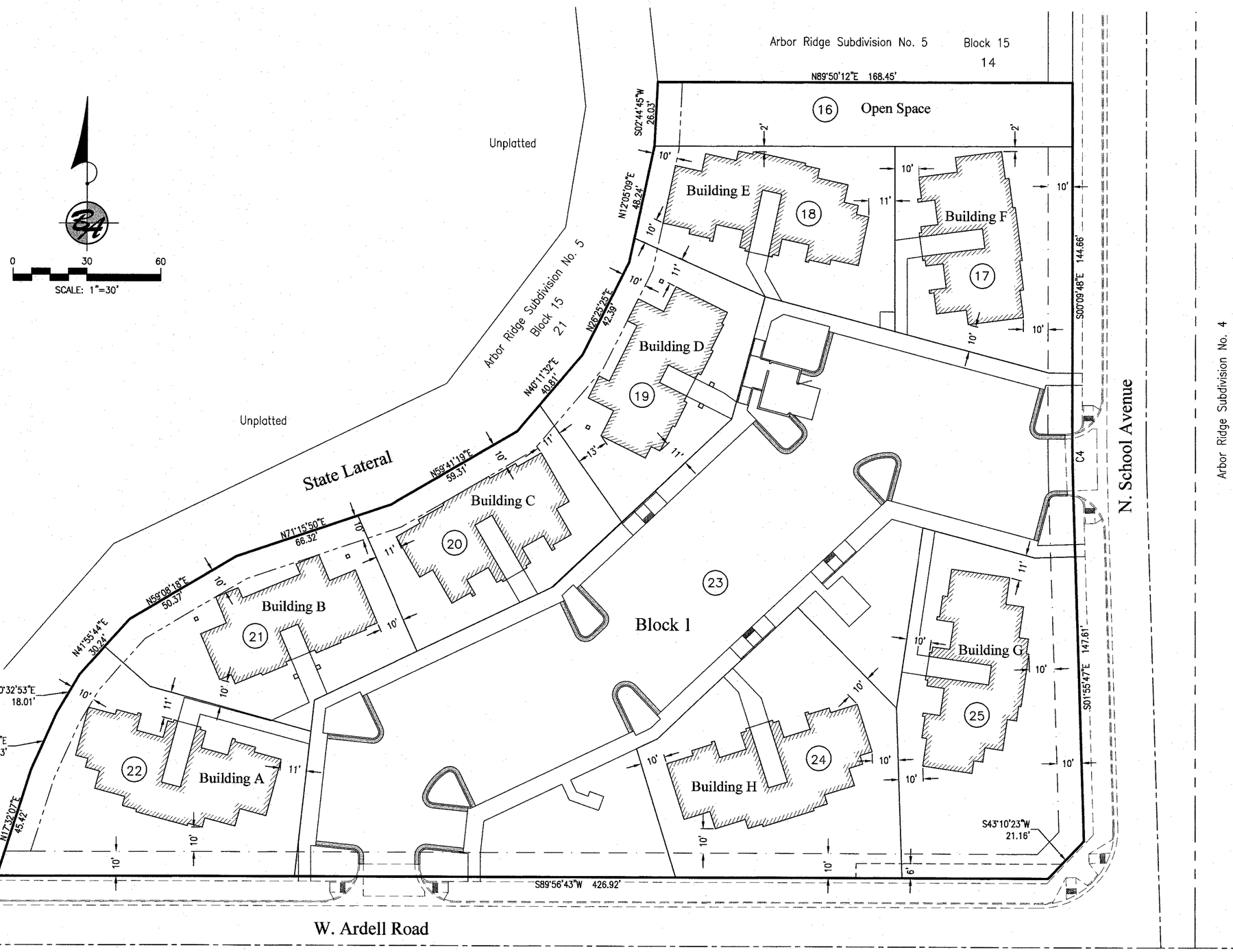


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NORTH
NOT TO SCALE

Arbor Ridge Villas Site Plan

LOTS 16, 17, 18 AND 19, BLOCK 15, OF ARBOR RIDGE SUBDIVISION NO. 5 AS SHOWN ON THE OFFICIAL PLAT THEREOF IN BOOK 118 OF PLATS, AT PAGES 10891 THROUGH 10894, RECORDS OF ADA COUNTY, IDAHO, BEING SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO



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AFFIDAVIT OF LEGAL INTEREST

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

KUNA Planning & Zoning

State of Idaho)
) ss
County of Ada)

I, Corey Barton, President, endurance Holdings LLC (Full Name),

1977 E. Overland Road (Address) Boise (City) ID (State) 83642 (ZIP)

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
B&A Engineers, Inc. (Full Name)

5505 W. Franklin Rd. (Address) Boise (City) ID (State) 83705 (ZIP)

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 8th (Date) day of June (Month), 20 21 (Year)

Signature

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

Adair Koltes (Print Name)

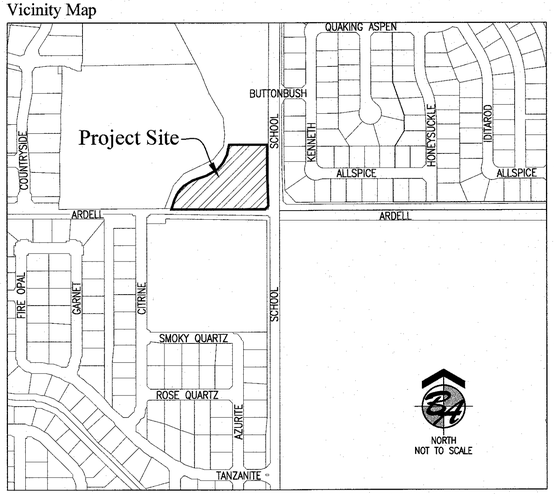
Residing at: Nampa, ID (Address)
(City) (State) (ZIP)

My Commission expires: 6-05-22 (Date)

Signature

ADAIR KOLTES NOTARY PUBLIC
Affix Seal Here
MY COMMISSION EXPIRES 6-5-2022
STATE OF IDAHO
COMMISSION NUMBER 30052

Vicinity Map



Legend

- PROJECT / PROPERTY BOUNDARY
- LOT LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- 10' WIDE LANDSCAPE EASEMENT
- EXISTING ACHD STORM DRAINAGE EASEMENT
- EXISTING 6" VERTICAL CURB AND GUTTER
- PROPOSED 6" VERTICAL CURB, NO GUTTER
- PROPOSED SIDEWALK
- EXISTING SANITARY SEWER MAIN LINE
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MAIN LINE, SIZE NOTED
- EXISTING WATER MAIN LINE
- EXISTING FIRE HYDRANT
- PROPOSED 8" C-900 PVC WATER MAIN LINE
- EXISTING PRESSURE IRRIGATION LINE, SIZES NOTED ON SHEET 3.3
- PROPOSED PRESSURE IRRIGATION LINE, SIZES NOTED ON SHEET 3.3
- EXISTING FENCE LINE
- PROPOSED SEDIMENT TANK PER ACHD BMP-01 WITH MANHOLE FRAME AND COVER PER I.S.P.W.C. SD-616 AND SD-617
- PROPOSED AMCOR 48" FLAT BOTTOM MANHOLE WITH 2' SUMP OR EQUAL, PER ISPWC STANDARD DRAWING SD-611
- LOT NUMBER
- EXISTING STREET LIGHT
- EXISTING UTILITY POLE
- FOUND 1/2" PIN WITH CAP LABELED "LS 4116"
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED LS "4116", UNLESS OTHERWISE NOTED
- FOUND 1/2" PIN LS 4116, RESET 5/8" WITH PLASTIC CAP LABELED "LS 4116"
- SET 1/2"X24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- CALCULATED POINT, NOT FOUND OR SET
- CENTER SECTION 14 FOUND ALUMINUM CAP PLS 4116 CP&F NO. 2021-079393
- EAST QUARTER CORNER SECTION 14, FOUND ALUMINUM CAP CP&F NO. 2019-055195
- WEST QUARTER CORNER SECTION 14, FOUND BRASS CAP CP&F NO. 2019-004535

NORTH

20 0 20

HORIZONTAL SCALE: 1"=20'

Underground Utility Note

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. DEVIATIONS MAY EXIST BETWEEN THE LOCATIONS SHOWN HEREON AND THEIR ACTUAL LOCATION(S).

Owner/Applicant

ENDURANCE HOLDINGS, LLC
1977 E. OVERLAND RD.
MERIDIAN, ID 83642

Notes

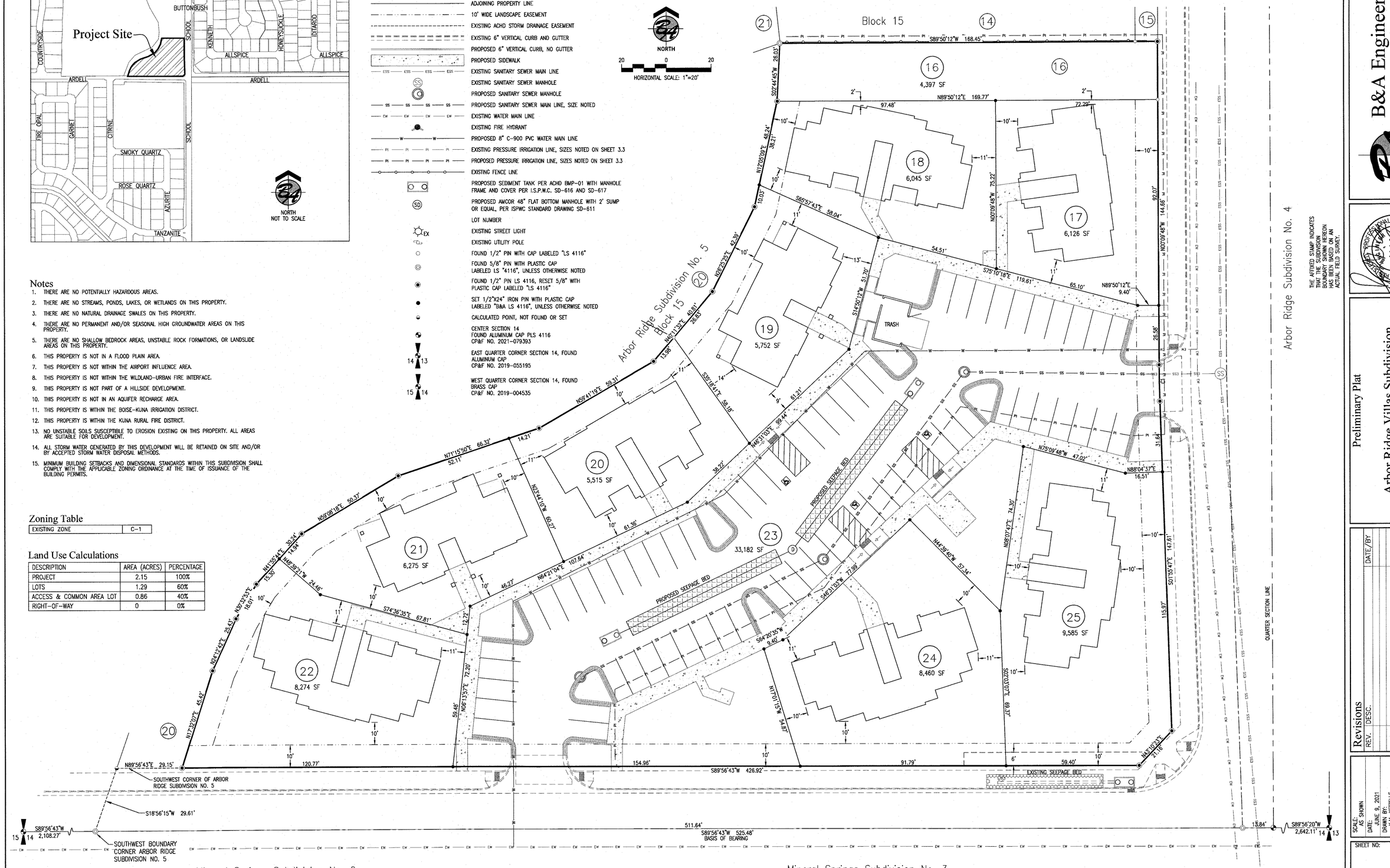
1. THERE ARE NO POTENTIALLY HAZARDOUS AREAS.
2. THERE ARE NO STREAMS, PONDS, LAKES, OR WETLANDS ON THIS PROPERTY.
3. THERE ARE NO NATURAL DRAINAGE SWALES ON THIS PROPERTY.
4. THERE ARE NO PERMANENT AND/OR SEASONAL HIGH GROUNDWATER AREAS ON THIS PROPERTY.
5. THERE ARE NO SHALLOW BEDROCK AREAS, UNSTABLE ROCK FORMATIONS, OR LANDSLIDE AREAS ON THIS PROPERTY.
6. THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA.
7. THIS PROPERTY IS NOT WITHIN THE AIRPORT INFLUENCE AREA.
8. THIS PROPERTY IS NOT WITHIN THE WILDLAND-URBAN FIRE INTERFACE.
9. THIS PROPERTY IS NOT PART OF A HILLSIDE DEVELOPMENT.
10. THIS PROPERTY IS NOT IN AN AQUIFER RECHARGE AREA.
11. THIS PROPERTY IS WITHIN THE BOISE-KUNA IRRIGATION DISTRICT.
12. THIS PROPERTY IS WITHIN THE KUNA RURAL FIRE DISTRICT.
13. NO UNSTABLE SOILS SUSCEPTIBLE TO EROSION EXISTING ON THIS PROPERTY. ALL AREAS ARE SUITABLE FOR DEVELOPMENT.
14. ALL STORM WATER GENERATED BY THIS DEVELOPMENT WILL BE RETAINED ON SITE AND/OR BY ACCEPTED STORM WATER DISPOSAL METHODS.
15. MINIMUM BUILDING SETBACKS AND DIMENSIONAL STANDARDS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE APPLICABLE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMITS.

Zoning Table

EXISTING ZONE	C-1

Land Use Calculations

DESCRIPTION	AREA (ACRES)	PERCENTAGE
PROJECT	2.15	100%
LOTS	1.29	60%
ACCESS & COMMON AREA LOT	0.86	40%
RIGHT-OF-WAY	0	0%



Arbor Ridge Subdivision No. 4

THE AFFIXED STAMP INDICATES THAT THE SUBDIVISION BOUNDARY SHOWN HEREON WAS SURVEYED UNDER MY ACTUAL FIELD SURVEY.

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

JOSEPH D. CANNING — 4116 — STATE OF IDAHO — REGISTERED LAND SURVEYOR

Preliminary Plat

Arbor Ridge Villas Subdivision

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA CITY, ADA COUNTY, IDAHO.

Revisions		
REV.	DESC.	DATE/BY

SCALE: AS SHOWN
DATE: JUNE 9, 2021
DRAWN BY: K.M. KEITELLE
CHECKED BY: J.D. CANNING
PROJECT NO. JC19-A
DRAWING FILE NAME: JC19-A/Arbor Ridge Villas PrePlat.dwg

SHEET NO: 1

Arbor Ridge Villas Subdivision

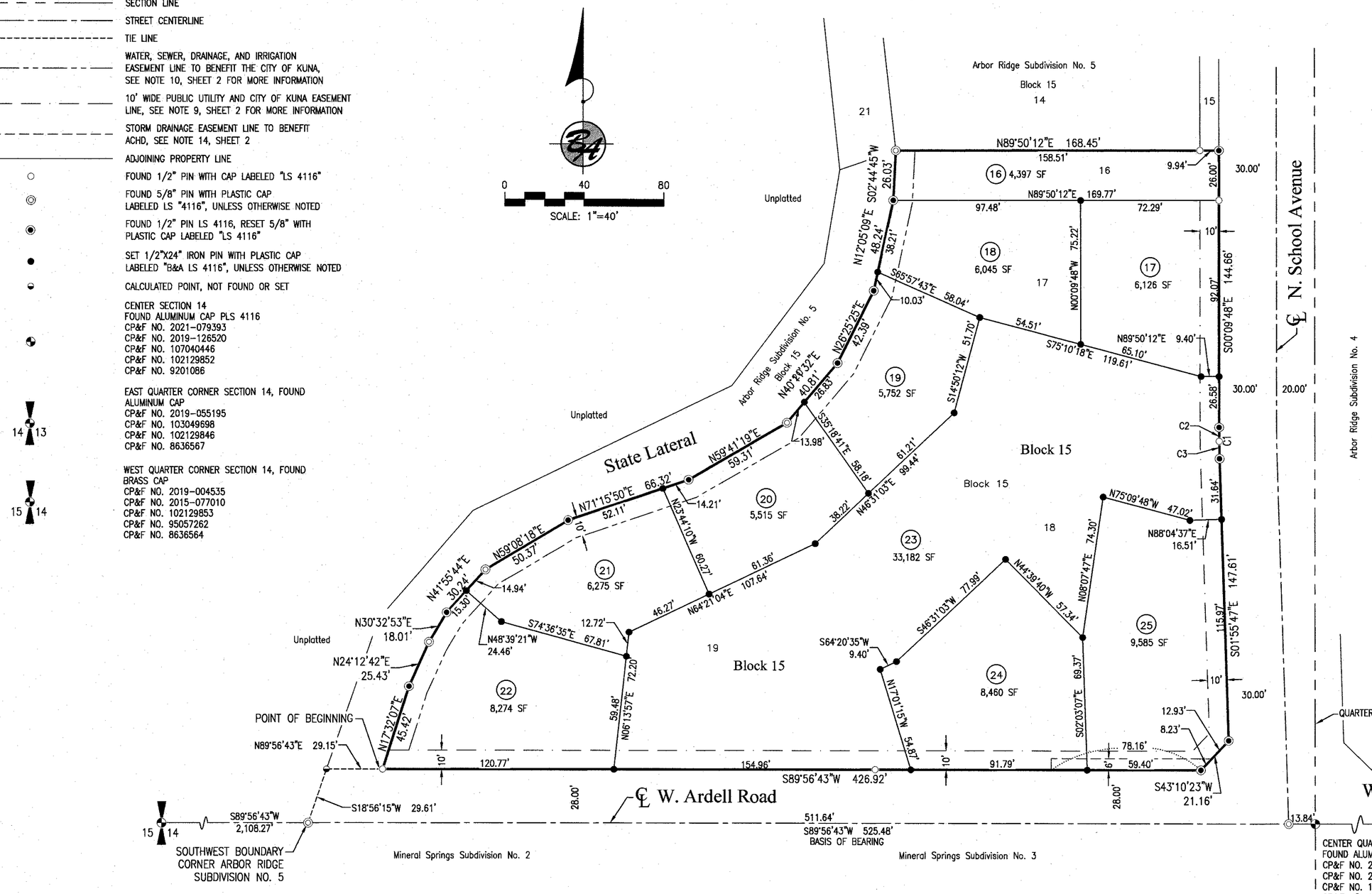
A RE-SUBDIVISION OF LOTS 16, 17, 18 AND 19, BLOCK 15, OF ARBOR RIDGE SUBDIVISION NO. 5 AS SHOWN ON THE OFFICIAL PLAT THEREOF IN BOOK 118 OF PLATS, AT PAGES 10891 THROUGH 10894, RECORDS OF ADA COUNTY, IDAHO, BEING SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

2021

See Sheet 2 For Notes, Curve and Line Tables, and Certificate of Owner

Legend

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- TIE LINE
- WATER, SEWER, DRAINAGE, AND IRRIGATION EASEMENT LINE TO BENEFIT THE CITY OF KUNA, SEE NOTE 10, SHEET 2 FOR MORE INFORMATION
- 10' WIDE PUBLIC UTILITY AND CITY OF KUNA EASEMENT LINE, SEE NOTE 9, SHEET 2 FOR MORE INFORMATION
- STORM DRAINAGE EASEMENT LINE TO BENEFIT ACHD, SEE NOTE 14, SHEET 2
- ADJOINING PROPERTY LINE
- FOUND 1/2" PIN WITH CAP LABELED "LS 4116"
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED LS "4116", UNLESS OTHERWISE NOTED
- FOUND 1/2" PIN LS 4116, RESET 5/8" WITH PLASTIC CAP LABELED "LS 4116"
- SET 1/2"X24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- CALCULATED POINT, NOT FOUND OR SET
- CENTER SECTION 14
  FOUND ALUMINUM CAP PLS 4116
  CP&F NO. 2021-079393
  CP&F NO. 2019-126520
  CP&F NO. 107040446
  CP&F NO. 102129852
  CP&F NO. 9201086
- EAST QUARTER CORNER SECTION 14, FOUND ALUMINUM CAP
  CP&F NO. 2019-055195
  CP&F NO. 103049698
  CP&F NO. 102129846
  CP&F NO. 8636567
- WEST QUARTER CORNER SECTION 14, FOUND BRASS CAP
  CP&F NO. 2019-004535
  CP&F NO. 2015-077010
  CP&F NO. 102129853
  CP&F NO. 95057262
  CP&F NO. 8636564



REGISTERED LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING

B&A Engineers, Inc.

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

Arbor Ridge Villas Subdivision

Notes

1. THIS PROPERTY LIES WITHIN THE BOISE-KUNA IRRIGATION DISTRICT AND THE KUNA MUNICIPAL IRRIGATION SYSTEM. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO ASSESSMENTS. IRRIGATION WATER WILL BE PROVIDED BY THE KUNA MUNICIPAL IRRIGATION SYSTEM IN COMPLIANCE WITH IDAHO CODE SECTION §31-3805(1)(B).
2. THE OWNERS OF LOTS 1 THROUGH 4, BLOCK 1, JOINTLY, WITHIN THIS SUBDIVISION ARE SUBJECT TO THE ARBOR RIDGE VILLAS HOMEOWNER'S ASSOCIATION.
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR ARBOR RIDGE SUBDIVISION.
5. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
6. LOT 1, BLOCK 1 IS DESIGNATED AS A COMMON AREA LOT TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION (HOA), IT'S OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION, AS DETERMINED BY THE CITY OF KUNA. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
7. NO EASEMENT SHOWN OR DESIGNATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING (EXCEPT TREES), PARKING, OR OTHER SUCH NON-PERMANENT IMPROVEMENTS.
8. ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
9. PUBLIC UTILITY EASEMENT IS HEREBY RESERVED AS FOLLOWS:
   • 10-FEET WIDE ALONG PUBLIC RIGHTS-OF-WAYS.
10. WATER, SEWER, DRAINAGE, AND IRRIGATION EASEMENTS ARE HEREBY RESERVED FOR THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF LINES AS SHOWN HEREON (UNLESS OTHERWISE DIMENSIONED).
    • 10-FEET WIDE ALONG THE EXTERIOR BOUNDARY OF LOTS 2 AND 4, BLOCK 1.
11. DIRECT LOT ACCESS TO W. ARDELL ROAD AND N. SCHOOL AVENUE IS PROHIBITED.
12. MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
13. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION §22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
14. LOT 1, BLOCK 1, AND A PORTION OF LOT 3, BLOCK 1, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT, RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION §40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
15. LOT 1, BLOCK 1 IS SUBJECT TO A BLANKET EASEMENT TO THE CITY OF KUNA FOR WATER, SEWER, IRRIGATION AND DRAINAGE PURPOSES.
16. LOTS 2, 3 AND 4, BLOCK 1 ARE SUBJECT TO A WATER, SEWER, DRAINAGE AND IRRIGATION EASEMENT TO BENEFIT THE CITY OF KUNA AND AN INGRESS/EGRESS EASEMENT TO BENEFIT LOTS 2, 3 AND 4, BLOCK 1, AS SHOWN HEREON.
17. THIS DEVELOPMENT IS SUBJECT TO A DEVELOPMENT AGREEMENT, INSTRUMENT NO. 114016814.
18. THIS DEVELOPMENT IS SUBJECT TO A LICENSE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT, INSTRUMENT NO. 2020-026360.
19. THIS DEVELOPMENT AREA IS SUBJECT TO KUNA CITY ORDINANCE INSTRUMENT NO. 2020-027422, ANNEXING THE AREA INTO THE KUNA MUNICIPAL IRRIGATION SYSTEM.

Line Table

LINE	BEARING	DISTANCE
L1	N40°11'32"E	14.11'
L2	S32°40'21"E	10.30'
L3	S41°40'50"W	14.31'
L4	S41°40'50"W	6.22'
L5	N0°09'49"W	11.82'
L5	N40°11'32"E	14.11'

Curve Table

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DIST
C1	1°45'59"	530.00'	16.34'	S1°02'48"E	16.34'
C2	0°46'59"	530.00'	7.24'	S0°33'18"E	7.24'
C3	0°59'00"	530.00'	9.10'	S1°26'17"E	9.10'

Survey Narrative

PURPOSE: THE PURPOSE IS TO CREATE A SUBDIVISION WITH 3 BUILDABLE LOTS AND 1 OPEN SPACE LOT.

BOUNDARY ESTABLISHMENT: THE BOUNDARY WAS ESTABLISHED PER ARBOR RIDGE SUBDIVISION NO. 5.

RECORDS USED: (ALL WITHIN ADA COUNTY, IDAHO)

CP&F'S SECTION 14
- 2019-055195 EAST QUARTER CORNER
- 2021-079393 CENTER QUARTER CORNER
- 2019-004535 WEST QUARTER CORNER

SUBDIVISION PLATS
- ARBOR RIDGE SUBDIVISION NO. 5, BOOK 118, PAGES 18091-18094

Certificate of Owner

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

A RE-SUBDIVISION OF LOTS 16, 17, 18 AND 19, BLOCK 15 OF ARBOR RIDGE SUBDIVISION NO. 5, AS SHOWN ON THE OFFICIAL PLAT THEREOF IN BOOK 118 OF PLATS, AT PAGES 10891 THROUGH 10894, RECORDS OF ADA COUNTY, IDAHO. SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14; THENCE S89°56'43"E, 2,108.27 FEET ALONG THE CENTERLINE OF WEST ARDELL ROAD AND THE EASTERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE SOUTHWEST BOUNDARY CORNER OF SAID ARBOR RIDGE SUBDIVISION NO. 5; THENCE N18°56'15"E, 29.61 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID ARBOR RIDGE SUBDIVISION NO. 5 TO THE SOUTHWEST CORNER OF LOT 20 OF SAID ARBOR RIDGE SUBDIVISION NO. 5; THENCE N89°56'43"E, 29.15 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 20 TO THE POINT OF BEGINNING:

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LOT 20:

N17°32"07"E, 45.42 FEET;
N24°12'42"E, 25.43 FEET;
N30°32'53"E, 18.01 FEET;
N41°55'44"E, 30.24 FEET;
N59°08'18"E, 50.37 FEET;
N71°15'50"E, 66.32 FEET;
N59°41'19"E, 59.31 FEET;
N40°11'32"E, 40.81 FEET;
N26°25'25"E, 42.39 FEET;
N12°05'09"E, 48.24 FEET;
N02°44'45"E, 26.03 FEET TO THE NORTHWEST CORNER OF LOT 16 OF SAID ARBOR RIDGE SUBDIVISION NO. 5;

THENCE N89°50'12"E, 168.45 FEET ALONG THE NORTHERLY BOUNDARY OF SAID LOT 16 TO THE NORTHEAST CORNER OF SAID LOT 16 AND TO THE WESTERLY RIGHT-OF-WAY OF NORTH SCHOOL AVENUE;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY OF SAID NORTH SCHOOL AVENUE:

S00°09'48"E, 144.66 FEET;
16.34 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 530.00 FEET A CENTRAL ANGLE OF 01°45'59", A LONG CHORD BEARING OF S01°02'48"E, AND A LONG CHORD DISTANCE OF 16.34 FEET;
S01°55'47"E, 147.61 FEET;
S43°10'23"W, 21.16 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST ARDELL ROAD;

THENCE S89°56'43"W, 426.92 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING.

COMPRISING 2.15 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING

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

Arbor Ridge Villas Subdivision

Certificate of Owner (Continued)

The public streets shown on this plat are hereby dedicated to the public; the easements shown on this plat are not dedicated to the public, but the right to used said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. The lots within this subdivision are eligible to receive water service from the City of Kuna; and the City of Kuna has agreed in writing to serve all of the lots within this subdivision.

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

_____

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

Acknowledgment

State of Idaho)
)ss
County of _____)

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

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

_____

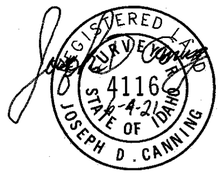
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires _____

Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of ARBOR RIDGE VILLAS SUBDIVISION, as described in the Certificate of Owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

_____

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



Approval of Central District Health Department

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

_____

Central District Health Department, EHS Date

Approval of Ada County Highway District

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

_____

Commission President
Ada County Highway District

Approval of City Engineer

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

_____

Kuna City Engineer

Approval of City Council

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

_____

Kuna City Clerk

Certificate of County Surveyor

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

_____

Ada County Surveyor Date

Certificate of County Treasurer

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

_____

Ada County Treasurer Date

Certificate of County Recorder

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

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

Ex-Officio Recorder: Phil McGrane
Deputy:_____

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

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

Arbor Ridge Villas Subdivision
Boundary Description

September 19, 2018

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

Commencing at the northeast corner of said Section 14, thence S00°19'50"E, 2,643.85 feet along the centerline of North Linder Road and the easterly boundary of the northeast quarter of said Section 14 to the southeast corner of the northeast quarter of said Section 14 and to the centerline of West Ardell Road; thence S89°56'20W, 2,642.11 feet along the southerly boundary of the northeast quarter of said Section 14and the centerline of West Ardell Road to the southwest corner of the northeast quarter of said Section 14; thence S89°56'43"W, 525.51 feet along the southerly boundary of the northwest quarter of said Section 14 and the centerline of West Ardell Road; thence N18°56'15"E, 29.61 feet; thence N89°56'43"E, 23.91 feet along a line 28-feet northerly of and parallel with the southerly boundary of the northwest quarter of said Section 14 to the **Point of Beginning**:

Thence N17°32''07"E, 47.29 feet;

Thence N24°12'42"E, 26.00 feet;

Thence N30°32'53"E, 18.79 feet;

Thence N41°55'44"E, 31.50 feet;

Thence N59°08'18"E, 51.66 feet;

Thence N71°15'50"E, 66.34 feet;

Thence N59°41'19"E, 57.95 feet;

Thence N40°11'32"E, 39.34 feet;

Thence N26°25'25"E, 41.16 feet;

Thence N12°05'09"E, 46.52 feet;

Thence N89°50'12"E, 174.89 feet;

Thence S00°09'48"E, 118.66 feet along a line 50-feet westerly of and parallel with the easterly boundary of the northwest quarter of said Section 14;

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

Thence S01°55'47"E, 147.61 feet;

Thence S43°10'23"W, 21.16 feet;

Thence S89°56'43"W, 456.07 feet along a line 28-feet northerly of and parallel with the southerly boundary of the northwest quarter of said Section 14 to the **Point of Beginning**.

Comprising 2.10 acres more or less



Neighborhood Meeting Certification

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

You **must** conduct a Neighborhood Meeting **prior** to submission of an application for Annexation; Rezone; Special Use Permit; Subdivision; and Variance. Please see Kuna City Code 5-1A-2 for more information or contact the Planning & Zoning Department at (208) 922-5274.

The Neighborhood Meeting Certification packet includes the following:

- Neighborhood Meeting Certification – This acts as quick reference information regarding your project.
- Sign-in Sheet – This provides written record of who attended your Neighborhood Meeting.
- Neighborhood Meeting Minutes – Provides space in which to record the items discussed and any concerns attendees may have.

A Neighborhood Meeting cannot take place more than two (2) months prior to acceptance of the application and an application will not be accepted before the meeting is conducted. You are required to mail written notification of your meeting, allowing at least fourteen (14) days before your meeting for property owners to plan to attend. **Contacting and/or meeting individually with property owners will not fulfill Neighborhood Meeting requirements.** You may request a 300' property owners mailing list by completing the Neighborhood Meeting Mailing List Request form located under Forms & Applications on the City of Kuna website.

Neighborhood Meetings must be held on either a weekend between 10:00 Am & 7:00 PM, or a weekday between 6:00 PM & 8:00 PM. The meeting **cannot** be conducted on holidays, holiday weekends, or the day before/after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- Subject property;
- Nearest available public meeting place (i.e. Libraries, Community Centers, etc.); or
- An office space within a one (1) mile radius of the subject property.

Once you have held your Neighborhood Meeting, please complete this certification form and include with your application along with the Sign-in Sheet, Neighborhood Meeting Minutes & a copy of the notification mailed to attendees.

Description of proposed project: 8 multi-family residential building lots

Date of Meeting: 05/17/2021 Time: 6:00 PM

Meeting Location: 2415 North School Avenue, Kuna, Idaho

Site Information

Location: Quarter NW Section 14 Township 2N Range 1W Total Acres 2.1

Subdivision Name: Arbor Ridge Villas Lot 17-19 Block 15

Address: W. Ardell RD.

Parcel No(s).: Portion of S1314244201

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: Challanger Develpoment, LLC

Address: 1977 E. Overland Rd Meridian, ID 83642

Contact Person

Name: David Crawford

Business Name (if applicable): B&A Engineers, Inc

Address: 5505 W. Franklin Rd Boise, ID 83705

Phone: (208) 343-3381 Email: dacrawford@baengineers.com

Applicant

Name: David Crawford - B&A Engineers, Inc.

Address: 5505 W. Franklin Rd. Boise, ID 83705

Phone: (208) 343-3381 Email: dacrawford@baengineers.com

I, David Crawford *, certify that a Neighborhood Meeting was conducted at the time and location noted on this form in accordance with Kuna City Code 5-1A-2.*

Applicant Signature: B&A Engineers, Inc. Date: 5/20/21

Arbor Ridge Villas
Sign in Sheet

May 17, 2021 6:00 p.m.

Name	Address	Phone number
DAVID CRAWFORD	5505 W Franklin Rd. Boise, ID.	208 343-3381
Tamee Bilba		
Mike Hill		208-602-8722

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 05/17/2021 Number of Attendees: 1

Location: 2415 North School Avenue Kuna, ID

Project Description:

Preliminary plat for an 8 lot multi-family residential development.

Attendee Comments or Concerns:

One neighbor attended the neighborhood meeting. He voiced his concerns with the development related to increased traffic, potential for crime and perceived depreciation in value on his home. Additionally, it was indicated that the since the previous application for the re-subdivision was tabled in 2018, that the project should not move forward now.

I, David Crawford BSA Engineers, Inc., *hereby certify the above information and the information provided within these forms is true, complete and correct to the best of my knowledge.*

Applicant Signature: [signature] Date: 5/24/21

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

April 28, 2021

Dear Neighbor:

We would like to inform you of an opportunity to be present at a neighborhood meeting for a new subdivision development called Arbor Ridge Villas Subdivision. As I am sure you are aware the Arbor Ridge Subdivision is an ongoing planned unit development in the City of Kuna.

The Arbor Ridge Villas Subdivision is for an eight (8) lot multifamily residential development and is consistent with the land use zone. The application will for a preliminary plat to re-subdivide the existing 3 lots into 8 total lots. This will allow for each structure to exist on its own lot. No new buildings will be added beyond those that are currently under construction.

The purpose of this letter is to invite you to a brief presentation about the development and to answer questions you may have. We invite you to attend a neighborhood meeting to discuss the project, at the project site.

The meeting will be held on Monday May 17, 2021 at 6:00 pm at the following address:

2415 North School Avenue, Kuna, Idaho.
This is located at the northwest corner of North School Avenue and West Ardell Road.

Please find attached a map of the project area and a sketch showing the layout of the anticipated development.

Prior to the meeting should you have any questions or concerns please contact me. Should you not be able to attend the meeting and wish to share your comments with us in writing, please remit them to the following address;

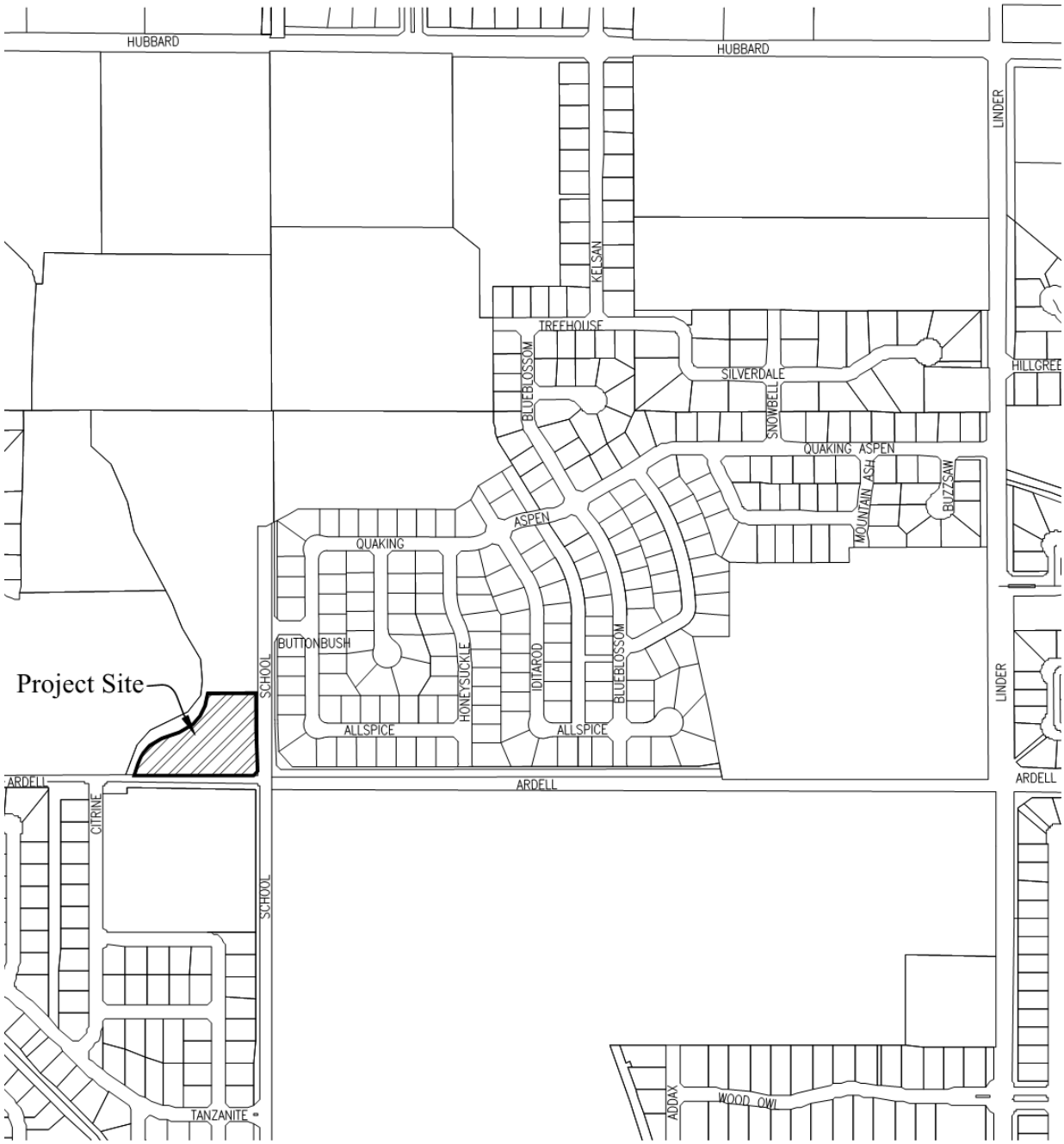
David Crawford
B&A Engineers, Inc.
5505 W. Franklin Rd.
Boise, Idaho 83705

Sincerely,



David Crawford
Project Manager
B&A Engineers, Inc.

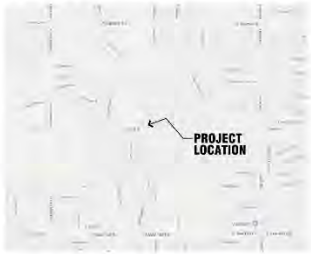
Arbor Ridge Villas
Vicinity Map



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

NORTH
NOT TO SCALE

VICINITY MAP



AERIAL MAP



SITE DATA

LOT 16-18 GROSS AREA: ..... 91,337 S.F.
2.10 ACRES

SITE DEVELOPMENT

PROPOSED LOT AREA:
LOT 1: ..... 6,492 S.F.
LOT 2: ..... 6,414 S.F.
LOT 3: ..... 5,638 S.F.
LOT 4: ..... 5,722 S.F.
LOT 5: ..... 6,297 S.F.
LOT 6: ..... 6,406 S.F.
LOT 7: ..... 9,402 S.F.
LOT 8: ..... 7,715 S.F.
PARKING / COMMON AREA LOT: ..... 35,270 S.F.

ZONING

PROPOSED ZONING: C-1
MAXIMUM HEIGHT: ..... 35 FT.
STREET FRONTAGE: ..... 0 FT.
FRONT YARD SETBACK - LOCAL ROAD: ..... 20 FT.
FRONT YARD SETBACK - ARTERIAL/COLLECTOR: ..... 20 FT.
REAR YARD SETBACK: ..... 5 FT.
INTERIOR SIDE YARD SETBACK: ..... 5 FT.
STREET PARKING SETBACK: ..... 10 FT.
MAXIMUM LOT COVERAGE: 100%
MINIMUM LOT SIZE: ..... 2,000 S.F

BUILDING DEVELOPMENT

PROPOSED BUILDINGS: 8
PROPOSED STORIES: 2
PROPOSED RESIDENTIAL UNITS PER BUILDING: 4

PROPOSED NUMBER OF RESIDENTIAL UNITS: 32
2-BEDROOM / 2-BATHROOM UNITS 16
3-BEDROOM / 2-BATHROOM UNITS 16
15.23 UNITS PER ACRE

BUILDING FOOTPRINT: ..... 19,568 S.F. 22%
PARKING LOT: ..... 28,341 S.F. 31%
LANDSCAPING: ..... 43,048 S.F. 47%

PARKING

PARKING REQUIRED: 46
PARKING RATIO: ..... 1.5 STALLS PER UNIT

TOTAL PARKING STALLS PROPOSED: 64
STANDARD OPEN STALLS 29
ACCESSIBLE OPEN STALLS: 2
STANDARD CARPORT STALLS* 32
ACCESSIBLE CARPORT STALLS* 1
*CARPORTS ARE AN OWNER OPTION
PARKING RATIO: ..... 2.0 STALLS PER UNIT



1 SITE PLAN

NORTH

THE ARCHITECTS OFFICE PLLC
PRICE SANDERS RHEES RUBY
108 MAIN STREET (208) 340-2931
BOISE, IDAHO 83702 TAO@TAO.COM

PROJECT

ARBOR RIDGE

W. ADELLE RD. &
N. SCHOOL AVE.
KUNA, IDAHO

SEAL

PRELIMINARY

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FILE

DATE
MARCH 15, 2018

PROJECT NO.
17-538 SD4.1

DRAWN
MATT RHEES

REVISIONS

SHEET

SD4.1

SITE PLAN

Tamee L. Bilbo

From: David Crawford
Sent: Tuesday, June 8, 2021 10:56 AM
To: Tamee L. Bilbo
Subject: FW: Arbor Ridge Villas Subdivision Name
Attachments: Arbor Ridge Villas Sub.pdf

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Tuesday, June 8, 2021 10:50 AM
To: David Crawford <dacrawford@baengineers.com>
Cc: Joseph Canning <jdcanning@baengineers.com>
Subject: RE: Arbor Ridge Villas Subdivision Name

June 8, 2021

Joseph Canning, B&A Engineers
David Crawford, B&A Engineers

RE: Arbor Ridge Villas Subdivision Name Confirmation

David;

The name ARBOR RIDGE VILLAS was reserved for a future re-subdivision of a portion of the Arbor Ridge Subdivision No 5 development on 4/4/2018.
The name is still reserved (copy attached), and may be used for the re-subdivision of Parcels R0501710340, R0501710360 & R0501710380 (Lots 17 through 19, Block 15) in Arbor Ridge Subdivision No 5.

Sincerely,

Glen Smallwood
Surveying Technician
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7926 *office*
(208) 287-7909 *fax*

From: David Crawford <dacrawford@baengineers.com>
Sent: Tuesday, June 8, 2021 8:41 AM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Subject: [EXTERNAL] RE: Arbor Ridge Villas

Glen,
Please see the following:

Lots 17, 18, & 19, Block 15 of Arbor Ridge Subdivision No. 5.
• 938 West Ardell Road, Lot 19, Block 15 Arbor Ridge Subdivision No. 5. Parcel Number R0501710380, 0.77 Acres.
• 2415 North School Avenue, Lot 18, Block 15 Arbor Ridge Subdivision No. 5. Parcel Number R0501710360, 0.65 Acres.
• 2459 North School Avenue, Lot 17, Block 15 Arbor Ridge Subdivision No. 5. Parcel Number R0501710360, 0.62 Acres.

Sincerely,
David Crawford
B&A Engineers, Inc.
208.343.3381
dacrawford@baengineers.com

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Tuesday, June 8, 2021 5:20 AM
To: David Crawford <dacrawford@baengineers.com>
Subject: RE: Arbor Ridge Villas

Dave;

In the original 2018 reservation for Arbor Ridge Villas (Parcel S1314244201), you indicated that the development would be a portion of Arbor Ridge Sub No 5 (also Parcel S1314244201), which recorded 5/6/2020, and that timing was an issue.

Please provide me with the new parcel numbers of all of the parcels that will be included in the Arbor Ridge Villas plat.

Glen Smallwood
Surveying Technician
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7926 *office*
(208) 287-7909 *fax*

From: David Crawford <dacrawford@baengineers.com>
Sent: Monday, June 7, 2021 4:40 PM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Subject: [EXTERNAL] Arbor Ridge Villas

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Ada County,
We have been required to provide confirmation to the City of Kuna that the name Arbor Ridge Villas is still available for us to use on the project.
The subdivision name was reserved in 2018. The project was subsequently put on hold.
We are requesting confirmation that we are still able to use the name as reserved.
Please advise.

Sincerely,
David Crawford
B&A Engineers, Inc.
208.343.3381
dacrawford@baengineers.com

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

Planning & Zoning Department

Agency Notification

August 23, 2021

Notice is hereby given by the City of Kuna that the following action(s) are under consideration**:**

File Number & Case Name:	21-03-CPF (Combo Pre & Final Plat) – Arbor Ridge Villas Subdivision (*Short Plat*)
Project Description	Dave Crawford with B & A Engineers, Inc., on behalf of Challenger Development, requests approval to Re-Subdivide Lots 17, 18 and 19, Block 15 of Arbor Ridge Sub No. 5, using the Combined Preliminary and Final Plat process in order to create 8 buildable lots for eight already approved buildings, over 2.10 +/- acres in the Arbor Ridge Subdivision No. 5 development. Section 14, Township 2 North, Range 1 West.
Site Location	On the Northwest Corner (NWC) of School Ave. and Ardell Roads, Kuna 83634.
Applicant	**Challenger Development** 1977 E Overland Road Meridian, ID. 63642
Representative	**B & A Engineers, Inc.** David Crawford 5505 W Franklin Rd. Boise, ID 83705 208.343.3381 dacrawford@baengineers.com
***Tentative* Public Hearing Date**	Tuesday, **October 5, 2021** 6:00 PM Council Chambers within Kuna City Hall, located at 751 W. 4th Street, Kuna, ID 83634
Staff Contact	Troy Behunin, Planner III Kuna P&Z Department 208.922.5274 TBehunin@kunaid.gov

Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. **If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you.** If your agency needs additional time for review, please let our office know as soon as possible. *No response within 15 business days will indicate you have no objection or comments for this project.*

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

Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

COMBO PRELIMINARY AND FINAL PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**15 September 2021**	
RE:	**Public Works Comments**	
	Arbor Ridge Villas Subdivision – 21-03-CPF (Combo Pre & Final Plat)	

The Arbor Ridge Villas Subdivision, located on the northwest corner of W Ardell Rd and N School Ave, dated 23 August 2021 has been reviewed. The applicant's proposed development has been formatted to comply with the intended City of Kuna (City) C-1 (neighborhood commercial district) zone requirements when the applicant initially applied. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Public Works staff supports the approval of the combination preliminary and final plat. The plat may be officially approved after all conditions are met.

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

1) Inspection & Fees

a) The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and if applicable, to provide accurate as-built drawings to the City.

2) General

a) The development site consists of 2.15 acres. The applicant requests to divide the parcel into ten (10) lots: 8 multifamily lots, 1 access lot, and 1 common lot.

b) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. There is 8 multifamily lots with 4 residential units each, resulting in 32 resident units total. The resultant projected population for this subdivision is approximately 102.

c) The preliminary plat shows two (2) total accesses to the subdivision, one (1) access to W Ardell Rd and one (1) access to N School Ave.

d) At least two access point are required in Phase I per Kuna Rural Fire District (KRFD) or no more than thirty (30) certificates of occupancy will be issued.
e) Areas for outside activities are incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be considered.
f) A plan approval letter will be required if this project affects any local irrigation districts.
g) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
h) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
i) All positional information shall be from the most recent state plane coordinate system.
j) Provide engineering certification on all final engineering drawings.
k) The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrance of the subdivision, at intersections, and at every 250' interval. Streetlights should coincide with Fire Hydrants whenever possible.
l) Kuna Rural Fire District (KRFD) requires fire hydrants at 500' intervals.

3) Right-of-Way

a) Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
b) Approaches onto classified streets must comply with ACHD approach policies.
c) All street construction must meet or exceed City of Kuna and ACHD development standards.
d) All City mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
e) The KRFD Deputy Fire Marshal, or its representative, must approve fire access to the subdivision and any traffic calming measures.
f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load. City Code 6-4-2-B.14 requires the subdivision to connect to the City sewer system. City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels.
b) The infrastructure needed for this project has been installed.
c) All sewer infrastructure must meet or exceed City of Kuna requirements.
d) Sewer connection fees apply to each lot containing a home or other facility.
e) This application shall conform to the sewer master plan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected water demand. City Code 6-4-2-B.23 requires the subdivision to connect to the City water system. City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels.

b) The infrastructure needed for this project has been installed.
c) All water infrastructure must meet or exceed City of Kuna requirements.
d) Water connection fees apply to each lot containing a home or other facility.
e) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
b) The infrastructure needed for this project has been installed.
c) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
d) Annexation into the municipal irrigation district and pooling of water rights is a requirement of the final plat approval.
e) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
f) All residential, common lots, and open areas with irrigation are required to connect to the pressurized irrigation system and to pay the associated connection fee.

7) Grading and Storm Drainage

a) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
b) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be 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.
c) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.

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.
b) *Correct and verified as-built (record) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

a) Due to previous approvals for this project, no maps are needed or included to support Public Works comments.

Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

September 13th, 2021

To: Challenger Development
1977 E Overland Road
Meridian, ID 83642

Representative: David Crawford
B & A Engineers, Inc.
5505 W Franklin Road
Boise, ID 83705

Subject: KPP21-0013/ 21-03-CPF/ Arbor Ridge Villas
Re-subdivide 3 lots into 8 on 2.1 acres

This is a staff level approval of a preliminary plat for Arbor Ridge Villas. On October 1st, 2018 the Ada County Highway District reviewed and approved this site as part of 18-29-DR. The site specific conditions of approval also apply to 21-03-CPF/ Arbor Ridge Villas.

The applicant will be required to pay all applicable platting and review fees prior to final approval.

If you have any questions, please contact me at (208) 387-6132.

Sincerely,

Kelly Bruner
Planner
Development Services

cc: City of Kuna (Troy Behunin, via email)
Challenger Development

Request for Appeal of Staff Decision

Appeal of Staff Decision: The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

a) Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

b) Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

c) Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

d) Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

e) Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Sara M. Baker, President
Rebecca W. Arnold, Vice President
Jim D. Hansen, Commissioner
Kent Goldthorpe, Commissioner
Paul Woods, Commissioner

October 1, 2018

To: Tim Eck
6152 W. Half Moon Lane
Eagle, ID 83616

Subject: 18-29-DR
Arbor Ridge Villas
32 Multi-family dwelling units

In response to your request for comment, the Ada County Highway District has reviewed the submitted application and site plan for the item referenced above. On August 30, 2002, the Ada County Highway District approved Arbor Ridge Subdivision /KPP-01-03. The site specific conditions of approval also apply to Arbor Ridge Villas/18-29-DR. Additionally, it has been determined that ACHD has site specific conditions of approval for this application.

A. Findings of Fact

1. Driveways
    a. Access Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

        District Policy 7206.1 states that the primary function of a collector is to intercept traffic from the local street system and carry that traffic to the nearest arterial. A secondary function is to service adjacent property. Access will be limited or controlled. Collectors may also be designated at bicycle and bus routes.

        Driveway Location Policy: District policy 7206.4.4 requires driveways located on collector roadways near a STOP controlled intersection to be located outside of the area of influence; OR a minimum of 150-feet from the intersection, whichever is greater. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

        Driveway Width Policy: District policy 7206.4.6 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

        Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7206.4.6, the applicant should be required to pave the driveway its full width and at least

30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7206.4.6.

b. Applicant's Proposal: The applicant has proposed to construct two 24-foot wide driveways. One onto Ardell Road located approximatley 300-feet west of School Avenue and one onto School Avenue located approximatley 200-feet north of Ardell Road.

c. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed. The applicant should be required to construct the driveways as curb return type driveways.

2. Other Access
   a. Ardell Road and School Avenue are classified as collector roadways. Other than access specifically approved as part of this application direct lot access is prohibited to Ardell Road and School Avenue.

B. Site Specific Conditions of Approval

1. Comply with the conditions of Arbor Ridge Subdivision /KPP-01-03 for the frontage improvements for Ardell Road and School Avenue.

2. Construct one 24-foot wide curb return type driveway onto Ardell Road located 300-feet west of School Avenue.

3. Construct one 24-foot wide curb return type driveway onto School Avenue located 200-feet north of Ardell Road.

4. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

5. A Traffic Impact Fee will be assessed by ACHD and will be due prior to issuance of a building permit. Please contact the ACHD Planner (see below) for information regarding impact fees.

6. Plans shall be submitted to the ACHD Development Services Department for plans acceptance, and impact fee assessment (if an assessment is applicable).

7. Comply with the Standard Conditions of Approval as noted below.

C. Traffic Information

Trip Generation

This development is estimated to generate 234 vehicle trips per day; and 18 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Condition of Area Roadways: ***Traffic Count is based on Vehicles per hour (VPH)***

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
School Street	275-feet	Collector	153	Better than "D"

* Acceptable level of service for a two-lane collector is "D" (425 VPH).

Average Daily Traffic Count (VDT): ***Average daily traffic counts are based on ACHD's most current traffic counts***

- The average daily traffic count for School Street north of Deer Flat Road was 2,588 on 5/15/18.

D. Attachments

1. Vicinity Map
2. Site Plan
3. Standard Conditions of Approval
4. Appeal Guidelines

If you have any questions, please feel free to contact me at (208) 387-6178.

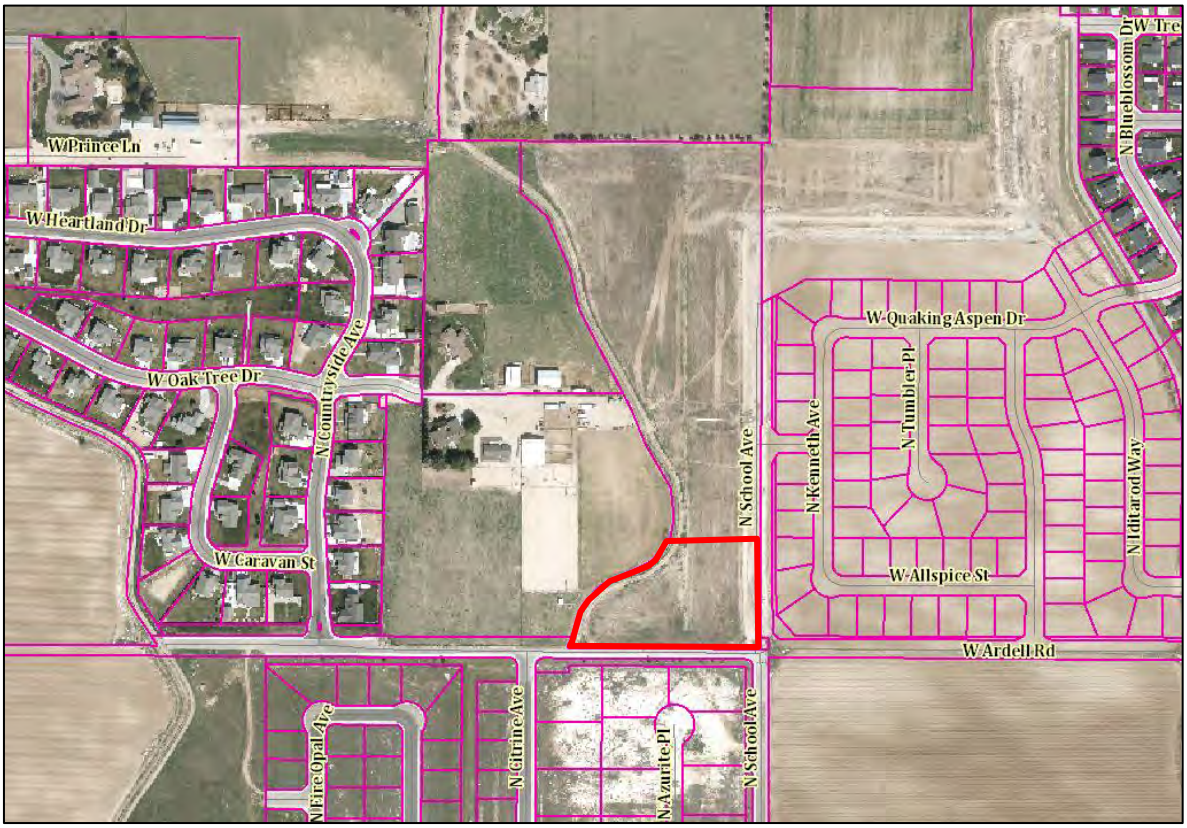
Sincerely,



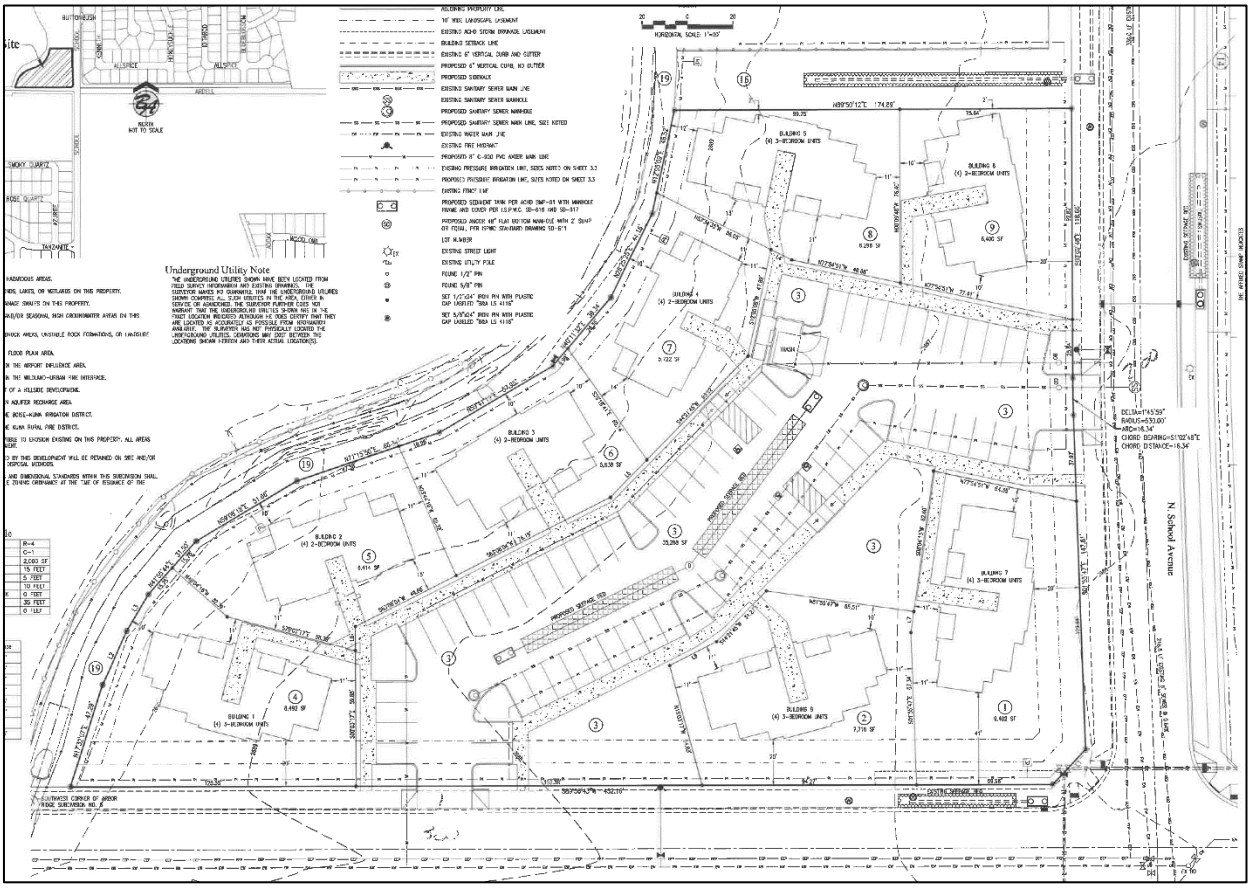
Mindy Wallace, AICP
Planner III
Development Services

cc: City of Kuna
The Architect Office - Matt Rhees

VICINITY MAP



SITE PLAN


Underground Utility Note
N. School Avenue
BUILDING 1
(4) 3-BEDROOM UNITS
BUILDING 2
(4) 2-BEDROOM UNITS
BUILDING 3
(4) 2-BEDROOM UNITS
BUILDING 4
(4) 2-BEDROOM UNITS
BUILDING 5
(4) 3-BEDROOM UNITS
BUILDING 6
(4) 3-BEDROOM UNITS
BUILDING 7
(4) 3-BEDROOM UNITS
BUILDING 8
(4) 3-BEDROOM UNITS
BUILDING 9
(4) 3-BEDROOM UNITS

Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

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GALE MASLONKA
CHAIRMAN OF THE BOARD

RICHARD DURRANT
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

RECEIVED
AUG 26 2021
CITY OF KUNA

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

24 August 2021

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

RE: Arbor Ridge Villas — **21-04-S**
W Ardell Rd, Kuna
B & A Engineers
Boise-Kuna Irrigation District — BK-1401
State Lateral 14+90
Sec. 14, T2N, R1W, BM.

Troy Behunin, Planner III:

The United States' State Lateral lies within the boundary of the above-mentioned location. The easement for this lateral is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this lateral. We assert this federal easement 20 feet east and 20 feet west of the lateral's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping including trees and/or shrubs (other than grass or gravel) within its easements, as this will certainly increase our cost of maintenance. Easements must remain a flat drivable surface.

Any fencing or pathways, as may be required, must be constructed off of any Boise Project Easements.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be located outside of these easements.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

Storm Drainage and/or Street Runoff must be retained on site.

The proposed irrigation system for Arbor Ridge Villas must be constructed in accordance to the standards set by the City of Kuna as it will be operated and maintained by the city of Kuna. Thus, the proposed system must provide for the delivery of irrigation water to each lot in a manner we find acceptable

We request a copy of the recorded final plat and/or record of survey (to include instrument, book and page numbers) be sent to the Boise Project Board of Control so we may track this project to closure.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc:	Clint McCormick	Watermaster, Div. 2 BPBC
	Alicia Flavel	Secretary – Treasurer, BKID
	File	

CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

Return to:
- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☐ Meridian
- ☒ Kuna
- ☐ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 21-03-CPF

Arbor Ridge Villas

- ☐ 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
  - ☐ 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 CDH.
- ☐ 14. _____

Reviewed By: Rob Koch

Date: 9/10/21

STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

September 2, 2021

By e-mail: TBehunin@KunaId.Gov

City of Kuna
751 W. 4th Street
Kuna, ID 83634

Subject: Arbor Ridge Villas Subdivision, 21-04-S

Dear Mr. Behunin:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. **AIR QUALITY**

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollution Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

  For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Albert Crawshaw, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.

- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2021AEK173

Kuna-Melba News Classifieds

KMN KUNA MELBA NEWS

AGRICULTURE & AUCTIONS

Farm Equipment

TRACTOR



1996 Kubota
B20 Backhoe with loader
4x4, 20 HP, 455 hours, $1700,
208-800-5559

Balewagons:

NH pull-type & self propelled models/parts/tires/manuals.
Buy/Sell/Trade/Finance

Call Jim anytime
(208)880-2889
www.balewagon.com

Farm Products & Produce

SSS BRAND

SYMMS FRUIT RANCH, INC

OPEN
Monday-Friday
9am-4:30pm
Saturday
9am-Noon

PEACHES AVAILABLE NOW



14068 Sunny Slope Rd.
Caldwell

(208)459-4821

MERCHANDISE

Firearms

Marsing Gun Show

October 2, 3, 2021

Saturday 9-5 and Sunday 9-3
126 N. Bruneau Hwy
Marsing, Idaho

Admission $5, Seniors $4
Free admission Sunday with Saturday handstamp

American Legion Post 128 Fundraiser
Info (208) 350-3915

Firewood

FIREWOOD - RED FIR

$300.00 PER CORD,
SPLIT AND DELIVERED.
PLEASE CALL:
NEIL KERSEY
208-963-1974 or 614-327-1706

Free

1780's OLD SHEFFIELD PLATE, small piece
$50 (620)266-6764

---

(2) blue jeans size 34x30
$2.00 per pair,
208-615-1007

CRAFTSMAN LAWN EDGER
$100
208-989-4212

Household Goods

TV FOR SALE

32".TV Westinghouse Flatscreen. Great Shape.
$215.00 (208) 846-9686

Miscellaneous

AFFORDABLE MUSIC LESSONS!
Piano, Guitar, Violin, Fiddle or Ukulele. All ages & levels.Private & fun! Covid free studio.
Call (208)283-5750

RETIRED ACTIVE DUTY & VETS!
USN, USMC, or USCG
WWW.FRA382.ORG
(208) 629-0863

Tools

LANDSCAPE RAKE
36" wide, new condition $15
208-866-6667

Wanted

Wanted
Buying old and scrap farm equipment, cars, buses, trucks, combines, balers, free scrap cleanup. Will pay for good scrap.
(208)870-1260

PETS & SUPPLIES

Pets/Pet Supplies & Equipment

NEW TODAY

AKC BLACK LAB PUPPIES
Hunters and Family Dogs

AKC Black Lab puppies
Available weekend of September 24, 2021
4 girls and 2 boys available.
Dewclaws removed, had first shots, 2/4/6 weeks wormed.
208-401-8822 - $1500 each

Pets/Pet Supplies & Equipment

NEW TODAY

Yorkies



Absolutely Beautiful, Tiny Yorkies with papers and champion bloodlines.
8 weeks old, 1st shots,
dew claws and tails docked.
$1500 - $2800
503-812-9738

PUPPIES
AKC German Shorthaired Pointers.

Champion Bloodlines.
1 Male, and 2 Females left.
Shots & Dew clawed.
4 ½ months old. $350
Call/Text Steve @ 208-914-5474



REDUCE, REUSE, RECYCLE

NEW TODAY

Wanted:
Chow Chow
(208) 869-9671



Save time & money selling!

TRANSPORTATION

Autos for Sale

PUBLIC AUCTION

Bid as soon as the vehicles are unveiled Friday, September 24th at 5:00 PM

5 minute soft close rule applies. Vehicles receiving a bid in the last 5 minutes of bidding will extend the bidding on that item by 5 minutes.

Vehicles, Equipment & other items from: State of Idaho Department of Fish & Game, State of Idaho Department of Corrections, State of Idaho Department of Health & Welfare, City of Boise, Idaho Department of Water Resources, Idaho Soil and Water Conservation Commission, Boise State University, Idaho Department of Agriculture, Idaho Department of Environmental Quality, Idaho Lottery Commission, Idaho Industrial Commission, Idaho State Police, Idaho Department of Finance, Idaho Commission for Libraries, plus independent consignment

For more information, register and bid online at: http://daaid.autoremarketers.com

Preview: Monday, September 27th from 10am to 4pm

Information Subject to Change
Brought to you by: Dealers Auto Auction of Idaho
3323 Port St.
Nampa, ID 83687
208-463-9250
www.daaofidaho.com

LEGALS

Government

LEGAL NOTICE

Case Nos. 20-01-PUD (Planned Unit Development), 20-08-S (Preliminary Plat), 20-06-ZC (Rezone) & 20-05-SUP (Special Use Permit) for Merlin Cottages

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on Tuesday, October 12, 2021, at 6:00 PM, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Merlin Cottages. A Team Boise requests Planned Unit Development approval for approx. 6.61-acres with C-1 (Neighborhood Commercial) & R-12 (High Density Residential) zoning districts. In addition, Applicant requests Preliminary Plat approval to subdivide the parcel into 72 total lots (60 single family, 6 common & 6 commercial). The subject site is located at 115 N Sailer Avenue, Kuna, ID, 83634, within Section 24, Township 2 North, Range 1 West; (APNs: R5672430020, R5672430040, R5672430060)

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

September 22, 2021
149041

LEGAL NOTICE

Case Nos. 21-01-PUD (Planned Unit Development), 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-03-S (Preliminary Plat), & 21-04-SUP (Special Use Permit) for Sabino's Rocky Ridge Subdivision

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on Tuesday, October 12, 2021, at 6:00 PM, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Sabino's Rocky Ridge. Providence Properties LLC requests Planned Unit Development approval for approximately 136.17 acres, with C-1 (Neighborhood Commercial), R-6 (Medium Density Residential) and R-8 (High Density Residential) zoning district classifications. The applicant requests Pre-Plat approval in order to subdivide the approximate 136.17 acres into 697 total lots (619 single family, 76 common, and 2 commercial). The subject site is located at 3250 W Hubbard Road, Kuna, ID 83634, within Section 10, Township 2 North, Range 1 West; (APNs: S1310314800, S1310346805, S1310427810, S1310449300).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

September 22, 2021
147704

LEGAL NOTICE

Case No. 21-03-CPF (Combination Preliminary & Final Plat) for Arbor Ridge Villas

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on Tuesday, October 12, 2021, at 6:00 PM, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Arbor Ridge Villas. Dave Crawford with B & A Engineers, Inc., on behalf of Challenger Development, requests approval to Re-Subdivide Lots 17, 18 and 19, Block 15 of Arbor Ridge Sub No. 5, using the Combined Preliminary and Final Plat process in order to create 8 buildable lots for eight already approved buildings, over 2.10 +/- acres in the Arbor Ridge Subdivision No. 5 development. Section 14, Township 2 North, Range 1 West.

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

September 22, 2021
147696

RECEIVED

SEP 29 2021

21880 147696 CITY OF KUNA
1 KUNA, CITY OF

P.O. BOX 13
KUNA, ID 83634

LEGAL NOTICE

Case No. 21-03-CPF (Combination Preliminary & Final Plat) for Arbor Ridge Villas

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on Tuesday, October 12, 2021, at 6:00 PM, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Arbor Ridge Villas. Dave Crawford with B & A Engineers, Inc., on behalf of Challenger Development, requests approval to Re-Subdivide Lots 17, 18 and 19, Block 15 of Arbor Ridge Sub No. 5, using the Combined Preliminary and Final Plat process in order to create 8 buildable lots for eight already approved buildings, over 2.10 +/- acres in the Arbor Ridge Subdivision No. 5 development. Section 14, Township 2 North, Range 1 West.

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The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

September 22, 2021
147696

AD# 147696

AFFIDAVIT OF PUBLICATION STATE OF IDAHO

County of Ada

SHARON JESSEN
of the State of Idaho, being of first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the State of Idaho; that the said newspaper is in general circulation in the said county of Ada, and in the vicinity of Kuna, Idaho and has been uninterruptedly published in said County during a period of seventy -eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 times(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement

That said notice was published the following: 09/22/2021

Sharon Jessen

SHARON JESSEN
STATE OF IDAHO
County of Canyon and Ada

On this 23rd day of September, in the year of 2021 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Colleen R. Nielsen 9/23/21

Notary Public of Idaho
My commission expires 6/28/23

COLLEEN R. NIELSEN NOTARY PUBLIC Comm No. 70215 STATE OF IDAHO

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna Planning and Zoning Commission

THE CITY OF KUNA will hold a public hearing on October 12, 2021 at 6:00pm the Kuna City Hall - 751 W. 4th St. Kuna, Id 83634
PURPOSE: Preliminary and Final Plat Application for Arbor Ridge Villas Subdivision. A re-subdivision of 2.04 Acres of land. Creating 8 total Lots from 3 existing Lots 17, 18 & 19 of Arbor Ridge Subdivision No. 5.
LOCATION: The northwest corner of North School and West Ardell Road. 2415, 2459 North School Avenue, 938 West Ardell Road
APPLICATION BY: B&A Engineers, Inc.
CONTACT: Troy Behunin, City of Kuna, 208-922-5274

CBH
NEW HOMES
ARBOR RIDGE
208.779.1540
cbhhomes.com
CITY OF KUNA
PUBLIC HEARING NOTICE
Kuna Planning and Zoning Commission
THE CITY OF KUNA will hold a public hearing on October 12, 2021 at 6:00pm the Kuna City Hall - 751 W. 4th St. Kuna, Id 83634
PURPOSE: Preliminary and Final Plat Application for Arbor Ridge Villas Subdivision. A re-subdivision of 2.04 Acres of land. Creating 8 total Lots from 3 existing Lots 17, 18 & 19 of Arbor Ridge Subdivision No. 5.
LOCATION: The northwest corner of North School and West Ardell Road. 2415, 2459 North School Avenue, 938 West Ardell Road
APPLICATION BY: B&A Engineers, Inc.
CONTACT: Troy Behunin, City of Kuna, 208-922-5274

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna Planning and Zoning Commission

THE CITY OF KUNA will hold a public hearing on October 12, 2021 at 6:00pm the Kuna City Hall - 751 W. 4th St. Kuna, Id 83634

PURPOSE: Preliminary and Final Plat Application for Arbor Ridge Villas Subdivision. A re-subdivision of 2.04 Acres of land. Creating 8 total Lots from 3 existing Lots 17, 18 & 19 of Arbor Ridge Subdivision No. 5.

LOCATION: The northwest corner of North School and West Ardell Road. 2415, 2459 North School Avenue, 938 West Ardell Road

APPLICATION BY: B&A Engineers, Inc.

CONTACT: Troy Behunin, City of Kuna, 208-922-5274

KUNA
Planning & Zoning

Proof of Property Posting

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

This form shall confirm that the Public Hearing Notice for 21-03-CPF Case No.
Arbor Ridge Villas was posted, as required per Kuna City Code 5-1A-8, on 09/22/2021 Date. This form and associated photos shall be returned to the Planning & Zoning department no later than seven (7) days prior to the Public Hearing.

Signs shall be removed from the site within three (3) days after the Public Hearing.

DATED this 22nd day of September, 2021.

Signature: [signature] B&A Engineers, Inc.
Owner/Developer

State of Idaho)
) ss
County of Ada)

On this 22nd day of September, 2021, before me, the Undersigned, a Notary Public in and for said State, personally appeared before me (Owner/Developer).

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

Print Name

Residing at: Boise, ID
Address
City State ZIP

JENNELL L. HALL
NOTARY
PUBLIC
Comm. No. 41322
STATE OF IDAHO

Affix Seal Here

My Commission expires: 1-13-2022

[signature]
Signature

Page 1 of 2 Proof of Property Posting

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN **the Planning & Zoning Commission** is scheduled to hold a Public Hearing on **October 12, 2021 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

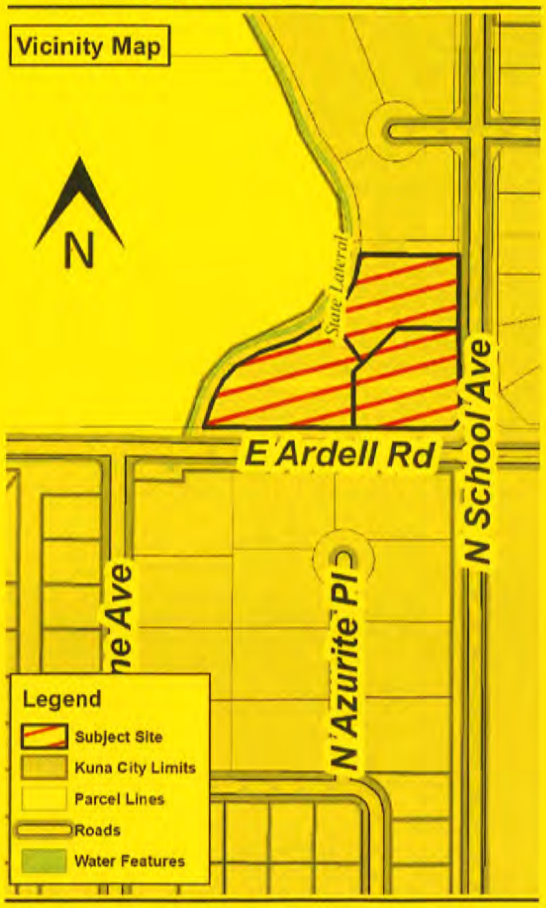
Case No. 21-03-CPF
(Combination Preliminary & Final Plat)
Arbor Ridge Villas

Dave Crawford of B&A Engineers, Inc. on behalf of Challenger Development, requests approval to re-subdivide Lots 17, 18 & 19, Block 15 of Arbor Ridge No. 5, in order to create eight (8) buildable lots over approx. 2.10 acres, for the previously approved buildings. The subject sites are located on the northwest corner of W Ardell & N School Roads (APNs: R0501710360, R0501710340, R0501710380), Section 14, Township 2 North, Range 1 West.

The public is invited to provide written or oral testimony; various methods have been provided. Contact Planning & Zoning at (208) 922-5274 for more information.

Written testimony received by close of business on **October 6, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 09.23.2021



LEGAL NOTICE

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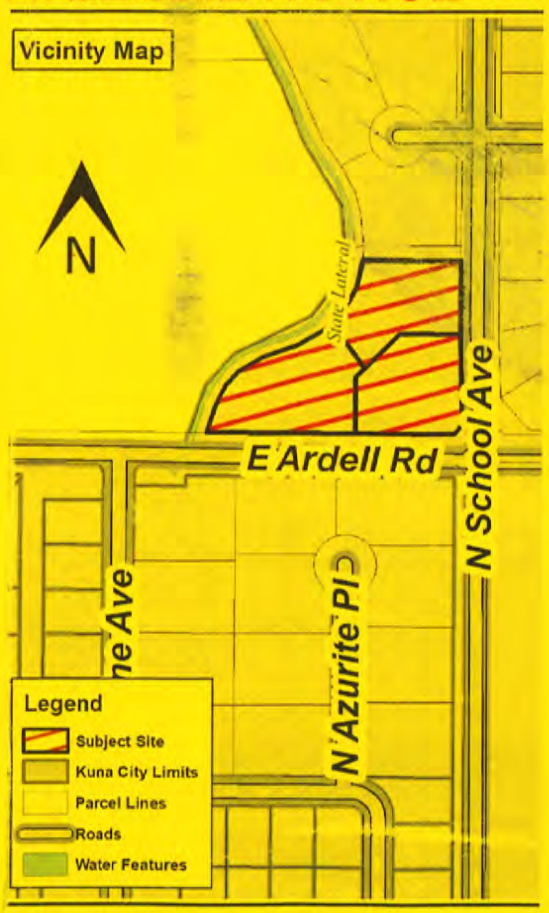
Case No. 21-03-CPF
(Combination Preliminary & Final Plat)
Arbor Ridge Villas

Dave Crawford of B&A Engineers, Inc. on behalf of Challenger Development, requests approval to re-subdivide Lots 17, 18 & 19, Block 15 of Arbor Ridge No. 5, in order to create eight (8) buildable lots over approx. 2.10 acres, for the previously approved buildings. The subject sites are located on the northwest corner of W Ardell & N School Roads (APNs: R0501710360, R0501710340, R0501710380), Section 14, Township 2 North, Range 1 West.

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Written testimony received by close of business on **October 6, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 09.23.2021



ADVERTISING PROOF

c/o ISj Payment Processing Center
PO Box 1570,
Pocatello,ID 83204
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
09/16/21	21880

JESSICA REID
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
147696	21-03-CPF - ARBOR RI	09/22/21	09/22/21	1	$47.92

LEGAL NOTICE

Case No. 21-03-CPF (Combination Preliminary & Final Plat) for Arbor Ridge Villas

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Kuna Planning & Zoning Department

September 22, 2021
147696

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$47.92**
Paid Amount:**$0.00**

Amount Due:**$47.92**

We Appreciate Your Business!

AD# 147696

Kuna-Melba News Classifieds

AGRICULTURE & AUCTIONS

Farm Equipment

Balewagons:

NH pull-type & self propelled models/parts/tires/manuals. Buy/Sell/Trade/Finance

Call Jim anytime
(208)880-2889
www.balewagon.com

MERCHANDISE

Appliances

TV FOR SALE
32" Westinghouse Flatscreen. Great for Christmas
$125.00 (208)846-9686

Clothing

MOVIES
James Bond VHS Volume I/II w/player $65 (208)467-4573

Texas Brand Cowboy Boots, size 9.5 wide mens
$15 (208)615-1007

Firearms

IDAHO GUN SHOW
Owhyee County Community Building

Admission: $7
December 4th & 5th
Saturday 9am-5pm
Sunday 9am-3pm

For info call
(208)870-1712

Firewood

Firewood For Sale

Mixed Hardwoods
$300/cord
(208)860-0979

NOTICES, CHILD CARE

Announcements



Discount for Seniors

Business Opportunities

SNOW REMOVAL
Shovel and Snow Blower Driveways and Sidewalks.
Ask for Jim **(208)571-1089**

Lost & Found

Fitbit Versa found in Heritage Middle School Ball Fields

Fitbit Versa was found 11-3-21 in the Heritage Middle School Ball fields 4990 N Meridian Road, Meridian, Idaho. To claim the item, contact the Meridian Parks and Recreation Department at (208) 888-3579 by February 7, 2022 to provide a more detailed description of the Fitbit.

Apple Watch Found in Meridian
An Apple watch was found at the Meridian Homecourt located at 936 Taylor Ave., Meridian, ID 83642. To claim the item, contact the Meridian Parks and Recreation Department at (208)888-3579 by February 7, 2022, and provide a more detailed description of the Apple watch.

Ring Found in Meridian
A ring was found in Champion Park located at 3430 N. Troxel Way, Meridian, ID 83646. To claim the item, contact the Meridian Parks and Recreation Department at (208) 888-3579 by February 7, 2022, and provide a more detailed description of the ring.

FOUND KEY

Single Key on Keyring
Please call Idaho Press to describe and collect
208-465-8167 or
208-465-8129

PETS & SUPPLIES

Pets/Pet Supplies & Equipment

Yorkie



Absolutely Beautiful, Tiny Yorkie with papers and champion bloodlines.
3rd shots,
dew claws and tail docked.
Saved the best for last $1500
503-812-9738

NEW TODAY

FREE
Adorable 3 month old Lionhead bunnies
208-345-1697

RENTALS

Apartments Furnished

FOR RENT
FURNISHED WITH UTILITIES
EXECUTIVE STYLE APARTMENT
1Br., Hardwood Floors, TV, WD, WIFI, No pets/smokers. 1100 sq. ft., $1950 per mo. & deposit. Available 12/19/21
208-371-4225

TRANSPORTATION

Autos for Sale

PUBLIC AUCTION

United States General Services Administration Fleet Vehicle Sales Public Proxy Bid Auction

Bid as soon as the vehicles are unveiled Friday, November 12th at 12:00PM Noon Mountain Time.

Bidding ends Wednesday, November 17th at 12:00 PM Noon Mountain Time.

5 minute soft close rule applies.
Vehicles receiving a bid in the last 5 minutes of Bidding will extend the bidding on that item by 5 minutes. Make sure to refresh your browser or use your F5 keyboard short cut to see the most current bid.

For more information, register and bid online at: http://daaid.autoremarketers.com

Preview:
Monday, November 15th from 10am to 4pm

Check for other auctions at: https://autoauctions.gsa.gov

Information Subject to Change
Brought to you by:
Dealers Auto Auction of Idaho
3323 Port St.
Nampa, ID 83687
208-463-8250
www.daaofidaho.com

LEGALS

Government

LEGAL NOTICE

Case No. 21-03-CPF (Combination Preliminary & Final Plat) for Arbor Ridge Villas

NOTICE IS HEREBY GIVEN the City Council is scheduled to hold a public hearing on Tuesday, December 7, 2021, at 6:00 PM, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Arbor Ridge Villas. Dave Crawford with B&A Engineers, Inc., on behalf of Challenger Development, requests approval to Re-Subdivide Lots 17, 18 and 19, Block 15 of Arbor Ridge Sub No. 5, using the Combined Preliminary and Final Plat process in order to create 8 buildable lots for the eight already approved buildings, over 2.10 +/- acres in the Arbor Ridge Subdivision No. 5 development. Section 14, Township 2 North, Range 1 West.

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

November 17, 2021
170305

LEGAL NOTICE

Case Nos. 21-04-ZC (Rezone) & 21-05-S (Preliminary Plat) Ewing Meadows Subdivision

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, December 7, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a Rezone (ZC) & Preliminary Plat (S) request for the Ewing Meadows Subdivision. Sterling Land Development Inc requests a rezone for approximately 80.75 total acres from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.75 acres into 315 total lots (294 buildable lots, 21 common lots). The site is located in Section 15, Township 2 North, Range 1 West (APN: S1315212403, S1315244600, S1315214551).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

November 17, 2021
170301

Private Party

LEGAL NOTICE

SUMMONS BY PUBLICATION
Case No. CV14-21-05141

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

BONNEVILLE BILLING & COLLECTIONS, INC., a Utah corporation,
Plaintiff,
vs.
BETTY MCKAY,
Defendant

To: BETTY MCKAY

You have been sued by Bonneville Billing & Collections, Inc., the Plaintiff, in the Magistrate Court of the Third Judicial District in and for Canyon County, Idaho, Case No. CV14-21-05141.

The nature of the claim against you is collection of a debt.

Any time after 21 days following the last publication of this Summons, the Court may enter a judgment against you without further notice, unless prior to that time you have filed a written response in the proper form, including the Case No., CV14-21-05141, and paid any required filing fee to the Canyon County Clerk at 1115 Albany Street, Caldwell, ID 83605, (208) 454-7572, and served a copy of your response on the Plaintiff's attorney, Robert W. Talboy, at P.O. Box 856, Boise, ID 83701, (208) 901-8669

A copy of the Summons and Complaint can be obtained by contacting either the Clerk of the Court or the attorney for Plaintiff. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

Dated: 9/17/21

THIRD JUDICIAL DISTRICT
CANYON COUNTY
By: B. Woodward
Deputy Clerk

November 17, 24, 2021
December 1, 8, 2021
169055



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THE CLASSIFIEDS

ADVERTISING PROOF

c/o ISj Payment Processing Center
PO Box 1570,
Pocatello,ID 83204
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
11/15/21	21880

JESSICA REID
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
170305	21-03-CPF - ARBOR RI	11/17/21	11/17/21	1	$47.92

LEGAL NOTICE

Case No. 21-03-CPF (Combination Preliminary & Final Plat) for Arbor Ridge Villas

NOTICE IS HEREBY GIVEN the City Council is scheduled to hold a public hearing on Tuesday, December 7, 2021, at 6:00 PM, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Arbor Ridge Villas. Dave Crawford with B&A Engineers, Inc., on behalf of Challenger Development, requests approval to Re-Subdivide Lots 17, 18 and 19, Block 15 of Arbor Ridge Sub No. 5, using the Combined Preliminary and Final Plat process in order to create 8 buildable lots for the eight already approved buildings, over 2.10 +/- acres in the Arbor Ridge Subdivision No. 5 development. Section 14, Township 2 North, Range 1 West.

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

November 17, 2021
170305

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$47.92**
Paid Amount:**$0.00**

Amount Due:**$47.92**

We Appreciate Your Business!

AD# 170305

11/11/2021

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on December 7, 2021 at 6:00pm the Kuna City Hall - 751 W. 4th St. Kuna, Id 83634
PURPOSE: Preliminary and Final Plat Application for Arbor Ridge Villas Subdivision. A re-subdivision of 2.04 Acres of land. Creating 8 total Lots from 3 existing Lots 17, 18 & 19 of Arbor Ridge Subdivision No. 5.
LOCATION: The northwest corner of North School and West Ardell Road. 2415, 2459 North School Avenue, 938 West Ardell Road
APPLICATION BY: B&A Engineers, Inc.
CONTACT: Troy Behunin, City of Kuna, 208-922-5274

11/11/2021

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on December 7,2021 at 6:00pm the Kuna City Hall - 751 W. 4th St. Kuna, Id 83634

PURPOSE: Preliminary and Final Plat Application for Arbor Ridge Villas Subdivision. A re-subdivision of 2.04 Acres of land. Creating 8 total Lots from 3 existing Lots 17, 18 & 19 of Arbor Ridge Subdivision No. 5.

LOCATION: The northwest corner of North School and West Ardell Road. 2415, 2459 North School Avenue, 938 West Ardell Road

APPLICATION BY: B&A Engineers, Inc.

CONTACT: Troy Behunin, City of Kuna, 208-922-5274

HOMES
ARBOR RIDGE
208.779.1540
cbhhomes.com

11/11/2021

CITY OF KUNA
PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing on December 7,2021 at 6:00pm the Kuna City Hall - 751 W. 4th St. Kuna, Id 83634

PURPOSE: Preliminary and Final Plat Application for Arbor Ridge Villas Subdivision. A re-subdivision of 2.04 Acres of land. Creating 8 total Lots from 3 existing Lots 17, 18 & 19 of Arbor Ridge Subdivision No. 5.

LOCATION: The northwest corner of North School and West Ardell Road. 2415, 2459 North School Avenue, 938 West Ardell Road

APPLICATION BY: B&A Engineers, Inc.

CONTACT: Troy Behunin, City of Kuna, 208-922-5274

KUNA Planning & Zoning

Proof of Property Posting

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

This form shall confirm that the Public Hearing Notice for 21-03-CPF Case No.
Arbor Ridge Villas was posted, as required per Kuna City Code 5-1A-8, on 11/11/2021 Date. This form and associated photos shall be returned to the Planning & Zoning department no later than seven (7) days prior to the Public Hearing.

Signs shall be removed from the site within three (3) days after the Public Hearing.

DATED this 19th day of November, 2021.

Signature: [signature] Owner/Developer - Agent

State of Idaho)
) ss
County of Ada)

On this 19th day of November, 2021, before me, the Undersigned, a Notary Public in and for said State, personally appeared before me (Owner/Developer).

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

Jennell L. Hall

Residing at: 5505 W. Franklin Rd.
Boise ID 83705

My Commission expires: 1-13-2022

[signature]
Signature

JENNELL L. HALL NOTARY PUBLIC Comm. No. 41322 STATE OF IDAHO

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **City Council** is scheduled to hold a Public Hearing on **December 07, 2021 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

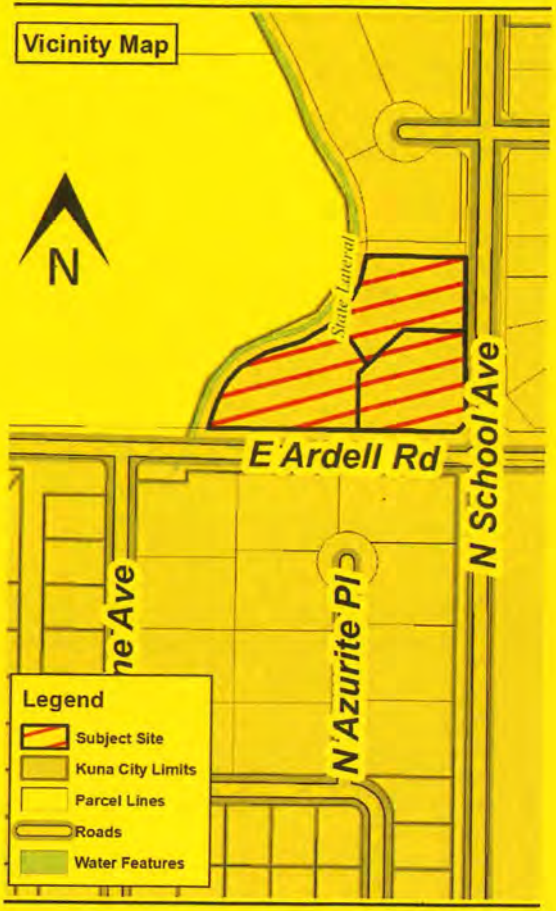
Case No. 21-03-CPF
(Combination Preliminary & Final Plat)
Arbor Ridge Villas

Dave Crawford of B&A Engineers, Inc. on behalf of Challenger Development, requests approval to re-subdivide Lots 17, 18 & 19, Block 15 of Arbor Ridge No. 5, in order to create eight (8) buildable lots over approx. 2.10 acres, for the previously approved buildings. The subject sites are located on the northwest corner of W Ardell & N School Roads (APNs: R0501710360, R0501710340, R0501710380), Section 14, Township 2 North, Range 1 West.

The public is invited to provide written or oral testimony; various methods have been provided. Contact Planning & Zoning at (208) 922-5274 for more information.

Written testimony received by close of business on **December 01, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 11.17.2021



Suggestions for Testifying at Public Hearings:

Be Informed…
Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

Be on time…
Although the item you are interested in may not be first on the agenda, you never know when it will be heard; the governing body has authority to adjust the schedule according to its discretion, thus, anticipate attending from the beginning.

Speak to the Point…
The governing body appreciates pertinent, well organized, factual & concise comments. The Developer or their Representative is given 10 minutes to present their project; 3 minutes per individual is provided for public testimony; neighborhood groups are encouraged to select a community representative & the representative is provided 10 minutes. The Developer/Representative is given additional time for rebuttal.

If you do not wish to speak, write…
Written testimony received by close of business the Wednesday before the hearing will be included in the meeting packet; late submissions will be provided to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments/info at the hearing and expect it to be reviewed prior to a decision.

KUNA

Planning & Zoning
PO BOX 13
Kuna, ID 83634

PEOPOST FIRST-CLASS MAIL
11/17/2021
US POSTAGE $000.00⁰
ZIP 83634
041M11460992

JR 11·17·21

City of Kuna

BEFORE THE PLANNING AND ZONING COMMISSION
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF	)	**Case No. 21-03-CPF (Combination Preliminary & Final Plat)**
CENTURION ENGINEERS, INC. (Formerly Known as B & A Engineers, Inc.)	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF RECCOMENDED APPROVAL OF COMBINATION PRELIMINARY AND FINAL PLAT APPLICATION.**
Combo Preliminary/Final Plat for the Arbor Ridge Villas Subdivision.	)	

THESE MATTERS came before the Planning and Zoning Commission for Public Hearing on October 12, 2021 for receipt and consideration by the Planning and Zoning Commission of these recommended Findings of Fact, Conclusions of Law and Order of Decision for the above referenced applications. The Planning and Zoning Commission does now hereby make and set forth the Record of Proceedings, and these recommended Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Staff Report for Commission 10.12.21			X
2	Application Coversheet			X
3	Preliminary & Final Plat Application			X
4	Letter of Intent			X
5	Vicinity & Aerial Map			X
6	Affidavit of Legal Interest			X
7	Preliminary Plat			X
8	Final Plat			X

John Iturriria
2246 N Citrine Ave., Kuna, ID 83634 - Testify

Donna G. Gardner
2173 N Citrine Ave., Kuna, ID 83634 - Testify

II
DECISION

WHEREUPON THE PLANNING AND ZONING COMMISSION being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING RECCOMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the October 12, 2021, public hearing on the Combination Preliminary and Final Plat for Arbor Ridge Villas Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

Newspaper	*Date(s) Published*
Kuna Melba News	September 22, 2021

3.1.2.2 Notice for the October 12, 2021, public hearing containing the description of the property proposed to be further subdivided, was mailed on September 23, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the October 12, 2021, public hearing was posted on a sign in accordance with Kuna City Code (KCC) 5-1A-8 on September 22, 2021. A Proof of Property Posting was provided to staff on September 22, 2021.

3.1.2.4 Notice for the October 12, 2021, public hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards and City Website.

3.3 Testimony of the City Planner

3.3.1 **Conclusions**: The City Planner, in a staff report to the Planning and Zoning Commission dated October 12, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 The Applicant held a neighborhood meeting on May 17, 2021; there was a total of two (2) residents in attendance. Neighborhood meeting minutes have been provided as a part of this application.

3.3.1.2 The Applicant requests approval for a Combined Preliminary & Final Plat in order to subdivide approximately 2.04 acres into nine (9) total lots. The property is zoned C-1 (Commercial) within Kuna City Limits. The subject site is located near the northwest corner of Ardell Road and School Avenue, Kuna, Idaho, Kuna, ID 83634, within Section 14, Township 2 North, Range 1 West; (APN's: R0501710340, R0501710360 and R0501710380).

3.3.1.3 Applicant intends to develop these three (3) parcels into nine (9) separate lots to be used for previously approved multi-family residential purposes.

3.3.1.4 In accordance with KCC 6-2-3-B: Preliminary Plat. an applicant may request an application to be processed as both Preliminary and Final so long as the request meets the following criteria;

- **3.3.1.4.1** The application does not exceed 10 lots,
- **3.3.1.4.2** No new street dedication or widening is involved, and
- **3.3.1.4.3** No special development considerations are involved.
- **3.3.1.4.4** The applicants request fulfills the listed criteria and is therefore eligible to make the request.

3.3.1.5 While this use is not agreeable with the current Comprehensive Plan or the City's Future Land Use Map (FLUM), at time of original approvals it was an allowed use. After the approvals were obtained in January 2003, the land use Matrix, the Comprehensive Plan and FLUM changed, and now this use/site is considered a non-conforming use. As such, the Comp Plan nor the FLUM no longer agree with the zone or the use. However, staff views the use to be agreeable with the uses the site was originally approved for in 2003 as it was compliant with City and Idaho Code at that time.

3.3.1.6 The subject site is currently a vacant lot, fully improved and ready for development. This application is within Phase No. 5 of the previously approved and nearly built out Arbor Ridge PUD which included Annexation, Preliminary Plat, and Design Review for the common area landscaping and multi-family buildings.

3.3.2 **Staff Recommendations:** As a result of the review, Planner III, Troy Behunin, recommends that if the Planning and Zoning Commission recommends approval of Case No. 21-03-CPF (Combination of Preliminary and Final Plats) for *Arbor Ridge Villas*, the Applicant be subject to the following Conditions of Approval:

3.3.2.5 Connection to all City Services (Sewer, Water, & Pressurized Irrigation) is required. The Applicant shall conform to all corresponding Master Plans.

3.3.2.6 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code (KCC).

3.3.2.7 Street lights for the site shall be LED lighting and must comply with KCC and established Dark Sky practices.

3.3.2.8 Fencing within and around the site shall comply with KCC (unless specifically approved otherwise and permitted).

3.3.2.9 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.

3.3.2.10 Landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and/or ACHD underground facilities and must honor all vision triangles.

3.3.2.11 If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary and Final Plats.

3.3.2.12 Any revisions of the Plat are subject to Administrative Determination to rule if the revision is substantial.

3.3.2.13 The Land Owner/Applicant/Developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.

3.3.2.14 Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.

3.3.2.15 It is the responsibility of the developer or his engineer to coordinate and design to the stricter requirement between agencies and the City of Kuna standards.

3.3.2.16 Developer/Owner/Applicant/Contractors are all hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC 10-6-3 & 10-6-4. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

3.3.2.17 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

Commission about Citrine and access to Ardell, and locations of their project access. He stated they have met and exceeded the code for multiple types of buildings, materials and roof lines.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE PLANNING AND ZONING COMMISSION

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the Planning and Zoning Commission to hear this matter as provided in Idaho Code §50-13 & §67-65, and Kuna City Code 1-14-3.

4.3 The Kuna Planning and Zoning Commission has the exclusive general supervisory authority over recommendation of all plat approvals and certification under their jurisdiction as provided in Idaho Code §50-1308.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR COMBINATION PRELIMINARY AND FINAL PLAT

5.1 The City of Kuna has authority to approve *Preliminary* and *Final Plats* within its boundaries pursuant to I.C. §50-13 & §67-65.

5.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Combination Preliminary and Final Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

5.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §50-13 & §67-65 and Article 12, section 2.

VI
ORDER OF RECCOMENDING APPROVAL OF APPLICATION FOR COMBINATION PRELIMINARY AND FINAL PLAT

The Kuna Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 That the Combination Preliminary and Final Plat application (Case No. 21-03-CPF) is recommended for approval.

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 26th day of October, 2021.

~~Lee Young, Chairman~~
Dana Hennis, Vice Chair

OFFICIALS
Lee Young, Chairman
Dana Hennis, Vice Chairman
Stephen Damron, Commissioner
Cathy Gealy, Commissioner
Tyson Garten, Commissioner

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

Planning & Zoning Commission Meeting
MINUTES
Tuesday October 12, 2021

6:00 PM REGULAR MEETING

For questions, please call the Kuna Planning and Zoning Department at (208) 922-5274.

1. *CALL TO ORDER & ROLL CALL:*

(Timestamp 00:00:18)
COMMISSION MEMBERS PRESENT:
Chairman Lee Young – In Person
Vice Chairman Dana Hennis – Absent
Commissioner Cathy Gealy – In Person
Commissioner Stephen Damron – Absent
Commissioner Tyson Garten – In Person

CITY STAFF PRESENT:
Bill Gigray, City Attorney – Via Zoom
Jace Hellman, Planning & Zoning Director – In Person
Morgan Treasure, Economic Development Director – Via Zoom
Jessica Reid, Planning Services Specialist – In Person

2. *CONSENT AGENDA:* ALL OF THE ITEMS LISTED ARE ACTION ITEMS

All items listed under the Consent Agenda are considered to be routine and are acted on with one (1) Motion by the Commission. There will be no separate discussion on these items unless the Chairman, Commissioner, 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 Commission.

(Timestamp 00:00:40)
1. Regular Planning and Zoning Commission Meeting Minutes Dated September 28, 2021

2. Findings of Fact & Conclusions of Law
   1. Case No. 21-11-AN (Annexation) East Kuna Industrial

(Timestamp 00:00:44)
Motion To: Approve Consent Agenda.
Motion By: Commissioner Gealy
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Hennis and Damron were absent.

3. *PUBLIC HEARINGS:* ALL OF THE ITEMS LISTED ARE ACTION ITEMS

(Timestamp 00:01:00)

A. Case Nos. 20-06-ZC (Rezone), 20-01-PUD (Planned Unit Development), 20-08-S (Preliminary Plat), 20-05-SUP (Special Use Permit) & 20-01-DA (Development Agreement) for Merlin Cottages Subdivision – Doug Hanson, Planner II

A Team Land Consultants on behalf of Merlin pointe, LLC, requests planned unit development approval for an approximately 6.61-acre site, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts and to subdivide the approximate 6.61-acres into 72 total lots (60 residential, 6 common, and 6 commercial). The subject site is located at 115 N Sailer Avenue, Kuna, ID 83634, within Section 24, Township 2 North, Range 1 West; (APN: R5672430020 R5672430040, R5672430060).

(Timestamp 00:01:33)
Chairman Young stated Staff requested the item be tabled to a date certain of October 26, 2021, pending additional review. He then asked if Staff had anything to add.

(Timestamp 00:01:46)
Senior Planner Troy Behunin confirmed the request to table was accurate and remained.

(Timestamp 00:2:10)
Motion To: Table Case Nos. 20-06-ZC (Rezone), 20-01-PUD (Planned Unit Development), 20-08-S (Preliminary Plat), 20-05-SUP (Special Use Permit) & 20-01-DA (Development Agreement) for Merlin Cottages to a date certain of October 26, 2021.
Motion By: Commissioner Gealy
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Hennis and Damron were absent.

(Timestamp 00:02:52)

B. Case Nos. 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-01-PUD (Planned Unit Development), 21-03-S (Preliminary Plat), 21-04-SUP (Special Use Permit), 21-01-DA (Development Agreement) & 21-26-DR (Design Review) for Sabino's Rocky Ridge Subdivision – Doug Hanson, Planner II

(Timestamp 00:03:34)
Chairman Young explained Staff requested to table the item to a date certain of November 9, 2021, pending additional review& asked if Staff had any additional comments.

(Timestamp 00:03:50)
Senior Planner Troy Behunin confirmed the request was correct & there were no additional comments.

(Timestamp 00:04:12)
Motion To: Table Case Nos. 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-01-PUD (Planned Unit Development), 21-03-S (Preliminary Plat), 21-04-SUP (Special Use Permit), 21-01-DA (Development Agreement) & 21-26-DR (Design Review) for Sabino's Rocky Ridge Subdivision to a date certain of November 9, 2021.
Motion By: Commissioner Gealy
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Hennis and Damron were absent.

(Timestamp 00:04:55)
C. Case No. 21-03-CPF (Combination Preliminary & Final Plat) for Arbor Ridge Villas – Troy Behunin, Senior Planner

(Timestamp 00:05:15)
Senior Planner Troy Behunin presented an overview of the project, as well as a bit of the project's history. He further explained the Case was only for technical compliance; Mr. Behunin then stood for questions.

(Timestamp 00:07:12)
Chairman Young asked if there were any questions from the Commissioners. Commissioner Gealy asked for Staff to refresh the Commissions memory on the Case as it had previously been approved in 2018. Mr. Behunin explained there was a previous application to re-subdivide the three (3) lot subject site, but had chosen to wait as they were unsure if they wanted to build the already approved eight (8) multi-family buildings across what was existing or if they wanted to provide an individual lot for each building. Chairman Young then asked if the request was simply to provide individuals lots for the buildings as the Commission had previously approved the Design Review; Mr. Behunin confirmed that was correct. There were no other questions.

(Timestamp 00:09:48)
Applicant representative David Crawford of B&A Engineers provided an overview of their request to provide individual buildable lots for the buildings & confirmed the Design Review had already been approved & the infrastructure to serve the development had already been installed. Mr. Crawford stated the request was straight-forward & requested the Commissions approval; he then stood for questions.

(Timestamp 00:12:44)
Mr. Behunin clarified there were four (4) mistakes within his Staff report which listed the request was for eight (8) lots instead of the correct nine (9) lots (8 buildable & 1 common); he confirmed the Public Notices were correct. Chairman Young thanked him, opened the Public Hearing and deferred to Commissioner to read the testimony sign-in sheet as he was attending via Zoom.

(Timestamp 00:14:00)
Commissioner Gealy stated there weren't any individuals signed-up to testify & then asked the audience if there was anyone present who wished to testify but did not get the chance to; there were three (3) individuals. Planning Services Specialist Jessica Reid provided the sign-up sheet to those individuals that wished to testify. Commissioner Gealy then notified the audience those

wishing to testify would be provided three (3) minutes (per Idaho Open Meeting Law) & the Applicant representative would be provided an opportunity to rebut.

Support:
None

Against:
Candace Moore, 2330 N Countryside, Kuna, Idaho, 83634 – Testify
John Iturriria, 2246 N Citrine, Kuna, Idaho, 83634 – Testify
Donna Gardner, 2173 N Citrine, Kuna, Idaho, 83634 - Testify

Neutral:
None

(Timestamp 00:17:08)
Candace Moore expressed the large amount of opposition against the Case in 2018. Mrs. Moore then asked what the benefit was to Kuna and surrounding homeowners, for the project to be on individual lots. She then asked if the multi-family units would be sold to individuals.

(Timestamp 00:18:00)
John Iturriria explained his concern with the view into his backyard with his home having open vision fencing. Mr. Iturriria also expressed concern regarding the access to the project & if traffic would be using N Citrine. He stated he was against apartments and would rather see single-family homes; he was concerned it could affect his property value.

(Timestamp 00:19:18)
Donna Gardner stated her & her husband were not aware of the project when they purchased their home (*in the neighboring subdivision*). Mrs. Garnder was concerned with the traffic on W Ardell as the neighboring subdivision was large, & the projects access across from N Citrine. She expressed there was past concern from neighboring subdivision regarding the project & asked the number of units that would be developed. Mrs. Gardner also asked if there would be fencing, trees & other plantings.

(Timestamp 00:22:06)
Commissioner Gealy addressed the audience to confirm if there were any other individuals present; there were but they wished to testify on a Case which had been tabled. She then requested the Applicant representative to come forward to provide rebuttal.

(Timestamp 00:23:15)
Mr. Crawford addressed the testimony provided and their validity. He explained individual lots could provide more options for owners & explained as it was part of the Arbor Ridge Subdivision, there were already rules in place for the maintenance of the project. Mr. Crawford confirmed there would be landscaping, fencing, buffer along roadways and more for the project. He also addressed the traffic concerns & commented many roadway improvements do not come forward until development occurs; he also commented Ardell Road has been a long-planned Mid-Mile Collector. In regards to property values, Mr. Crawford stated he had not seen evidence in his career where similar projects affected surrounding property values. He further explained the work on the project began in 1999 as part of the Arbor Ridge Planned Unit Development, a downturn in the economy stalled the project, & they were finally at the point of development.

(Timestamp 28:21)
Commissioner Gealy asked if there was direct access via N Citrine. Mr. Crawford explained the existing N Citrine was on the southside of Ardell; the project would take access at the northwest corner of N School & Ardell, one (1) access would be directly onto Ardell & the other would be directly onto School. Commissioner Gealy then asked Staff to put the Plat onto the screen (*page 68 of the meeting packet*) as reference; Mr. Crawford requested the Vicinity Map instead (*page 54 of the meeting packet*); he then indicated the associated accesses. Commissioner Gealy then asked if Mr. Crawford could address the number of units & their structure. He explained there would be eight (8) structures with four (4) units each, buildings would be two (2) stories'; he further explained they were designed to the Kuna City Code standards at the time they were approved.

(Timestamp 00:32:38)
Chairman Young asked if there were additional questions. Commissioner Gealy asked if the Public Hearing would be closed & the Chairman explained he would do so after he confirmed there were no other questions for Mr. Crawford or Staff.

(Timestamp 00:33:02)
City Attorney Bill Gigray explained the Case was a consideration to re-plat an existing subdivision, therefore, the evidence & testimony to consider would be the ones that directly addressed the replat.

(Timestamp 00:34:44)
Chairman Young asked Staff to confirm if what he was seeing was correct; there were no changes to the originally approved applications other than a re-subdivision of the three (3) existing lots. Mr. Behunin confirmed that was correct. The Chairman expressed his feeling that the Commission had thoroughly vetted the projects design in 2018 & seeing no changes to that portion, he did not have issue with re-subdivision. He also noted the CC&Rs of Arbor Ridge Subdivision No. 5 would continue to be held to Arbor Ridge Villas.

(Timestamp 00:36:55)
Commissioners Gealy & Garten stated they had no concerns with the project. Chairman Young closed the Public Hearing.

(Timestamp 00:37:32)
Motion To: Recommend Approval to City Council for Case No. 21-03-CPF (Combination Preliminary & Final Plat) for Arbor Ridge Villas with the Conditions as outlined in the Staff Report.
Motion By: Commissioner Gealy
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Hennis and Damron were absent.

(Timestamp 00:38:04)
Planning Services Specialist Jessica Reid addressed the audience notifying them if they would like to see the building elevations & landscaping plans for the project which were approved in 2018, or if they had additional questions, to please feel free to contact the city the following day & staff would be happy to help.

4. BUSINESS ITEMS:

(Timestamp 00:38:42)
As there were no business items on the Agenda, the Chairman asked the Commission & staff if there were any items to address. Ms. Reid reminded the Commission of the Water/Sewer Workshop occurring Friday October 15, 2021.

5. ADJOURNMENT:

(Timestamp 00:39:40)
Motion To: Adjourn.
Motion By: Commissioner Gealy
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: None
Absent: 2
Motion Passed: 3-0-2, Commissioners Hennis and Damron were absent.

Dana Hennis, Vice Chair ~~Lee Young, Chairman~~
Kuna Planning and Zoning Commission

ATTEST:

_____
Jace Hellman, Planning and Zoning Director
Kuna Planning and Zoning Department

PO Box 13
751 W 4th Street
Kuna, ID 83634
(208) 922-5274
www.kunacity.id.gov

Director
Jace Hellman
jhellman@kunaid.gov

Senior Planner
Troy Behunin
tbehunin@kunaid.gov

Planner II
Doug Hanson
dhanson@kunaid.gov

Planning Services Specialist
Jessica Reid
jreid@kunaid.gov

KUNA
Planning & Zoning

December 7, 2021

Mr. Mayor and Kuna City Council
751 W 4th St
Kuna, ID 83634

RE: R57-2021 – Planning and Zoning, Public Works and Building Fee Schedule Modification

Mr. Mayor, Members of the City Council,

The Resolution before you this evening is for the increase, addition and modification of fees collected by the Planning and Zoning, Public Works and Building Departments. With the addition of new fees and the increase of some fees above 5%, as required by Idaho State Code, a public hearing is required to be held in order for the City Council to make a determination on this Resolution. Staff provided noticed for this public hearing in accordance with Idaho State Code utilizing two consecutive notifications in the Kuna Melba News.

This fee schedule modification request comes as result of the following:

- These City Departments have not seen an increase in application and administrative service fees since 2015.
- The current demand for these services has increased year over year and the required work performed to execute these services is not being covered by the current fee associated with that service.
- In some instances, the Departments have been incurring the cost of a service entirely that should be paid for by an applicant/developer/builder/etc.

On behalf of the Planning and Zoning, Public Works and Building Departments, I respectfully request your approval of this fee schedule modification to ensure we are able to keep up with current demand and maintain an expected level of service.

Best,

Jace Hellman
Planning & Zoning Director
751 W 4th St
Kuna, ID 83634

RESOLUTION NO. R57-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA REPEALING AND REPLACING RESOLUTION NO. R47-2015 AND ADOPTING A NEW FEE SCHEDULE FOR THE PLANNING AND ZONING, BUILDING AND PUBLIC WORKS DEPARTMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, The City of Kuna is a municipal corporation duly formed and existing within the state of Idaho; and

WHEREAS, Section 5-12-6 of the Kuna City Code Authorizes the City Council to establish a schedule of fees, charges and expenses for zoning permits, amendments, appeals, variances, special use permits, plan approvals and other matters pertaining to the administration and enforcement of this title; and

WHEREAS, Section 4-1-1 of Kuna City Code Authorizes the City Council to establish a schedule of fees for buildings, structures, electrical, gas, mechanical and plumbing systems requiring a permit, and

WHEREAS, Idaho Code §63-1311 (1) provides that the city may impose and cause to be collected fees for services it provides which would otherwise be funded by property tax revenues; and

WHEREAS, The City Council has determined that the following 2021 Planning and Zoning Fee Schedule which is marked Exhibit A (the "Fee Schedule") attached to this Resolution will establish fees for City services which are fair and reasonably related to but does not exceed the cost to the City and that said services would otherwise be funded by property tax revenue; and

WHEREAS, The Fee Schedule includes new fees and increases other fees previously set by the City Council in Resolution R47-2015 and the City has provided notice and conducted a hearing in consideration of adoption of the Fee Schedule in compliance with Idaho Code § 63-1311A.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City Council hereby adopts and establishes the following fees as set forth in the attached Fee Schedule which is marked **Exhibit A** to this Resolution and by this reference incorporated herein as if set forth at length.

BE IT FURTHER RESOLVED City Council Resolution R47-2015 is repealed and superseded by this Resolution.

BE IT FURTHER RESOLVED this Resolution shall take effect and be in force from and after passage and approval.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of December, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of December, 2021.

_____
Joe Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A
PLANNING AND ZONING, PUBLIC WORKS AND BUILDING FEE SCHEDULE

Planning and Zoning Department

Administrative Determination	$150.00
Amendment Applications	
Conditions of Approval	$400.00
Comprehensive Plan Map Amendment	$2,000.00
Comprehensive Plan Text Amendment	$1,500.00
Development Agreement	$400.00
Ordinance Text Amendment	$800.00
Planned Unit Development	$400.00
Preliminary Plat	$400.00
Final Plat	$400.00
Annexation Application	$1,300.00 + $30.00 per acre up to 40 acres maximum for a total maximum fee of $2,500.00.
De-Annexation Application	$1,300.00 + $30.00 per acre
Appeal Request	$350.00
Development Agreement	$350.00 + city attorney review fees (invoiced at $200 per hour)
Design Review Application	
Site Design:	
Buffers/Common Area/ Landscaping/ Parking Lot Review	$250.00 + $20.00 per acre
Architectural Buildings:	
Multi-Family Residential review	$400.00 + $10.00 per unit
Office, Commercial, Industrial	$400.00 + $10.00/1,000 sq.ft.
Inspection Fee:	
Tenant	$100.00
Landscape	$150.00
Building	$150.00
Re-inspection	$60.00
Lot Line Adjustment Application	$300.00
Lot Split Application	$300.00
Manufactured/Mobile Home Park Application	$1,400.00
Neighborhood Mailing List Labels	$20.00
Planned Unit Development Application	$800.00 + $25.00 per lot
Rezone Application	$1,150.00
Sign Application	$85.00
Modification	$50.00

Special Use Permit Application	$900.00
Special Use Permit Application (Home Occupation)	$350.00
Subdivision Plats	
Preliminary Plat Application	$1,380.00 + $25.00 per lot
Preliminary Plat Infrastructure Modeling	$600.00 + $6.00 per lot
Preliminary/Final Plat Application (Combination)	$1,350.00
Final Plat Application	$650.00 + $25.00 per lot
Time Extension Application	$300.00
Vacation Application	$400.00
Variance Application	$600.00
Waiver Request	$100.00

Public Works Department:

QLPE	$300.00
Final Plat Infrastructure Modeling	$1,140.00 + $10.00 per lot per Construction Plan and Record Drawing Phase.
Utility Inspection Fees	$1.50 per Linear Foot
Plan Review	$300.00 + $15.00 per lot (covers1st, 2nd and 3rd review) $150.00 + $7.50 per lot per each additional review (exceeding three (3) reviews).
Record Drawing	$300.00
Street Light Inspection	$100.00 for 1st inspection
Re-Inspection Fee	$50.00 per each additional Inspection
Maps	
11”x17” or smaller (B&W)	$2.00
11”x17” or smaller (Color)	$3.00
Large (over 11”x17”)	$20.00

Building Department:

Building Permit Application Fee	$70.00
Building Permit Modification Fee	$100.00
Commercial Building Permit Application	$200.00
Fence Application Fee	$25.00
Zoning Compliance	$40.00

RES Check	$25.00
Pressurized Irrigation Fee	
Supply	$900.00[1]
Operation	$620.00[2]
Water Fee	
Supply	$1,085.00
Trunk	$1,423.00
5/8 – ¾" Meter	$340.00
1" Meter	$383.00
1 ½" Meter	$613.00
2" Meter	$758.00
Sewer Fee	$4,971.00
Interceptor Fee	$1,329.00
Mechanical Fees	
New One / Two Family Dwellings:	
Permit Fee	$93.00
Existing Res. Installations:	
Permit Fee	$23.00
Mech. Equip.	$23.00 + No. of units x $6.00
Vent Piping	$23.00 + No. of units x $6.00
Gas Piping	$23.00 + No. of units x $6.00
Fireplace	$23.00 + No. of units x $6.00
Multi-Family & Commercial	$23.00 + Project Value[3]
Project Value Table:	
For projects $20,000 or less	2.68% of job value
For projects $20,000 through $50,000	$536.00 + 1.61% of job value over $20,000
For projects over $50,000	$1,019.00 + .80% of that portion for projects exceeding $50,000
Re-Inspection Fee	$65.00 each (after each failed attempt)

Plumbing (Residential)

New: Single-Family Dwelling[4]

[1] Lots greater than 10,000 sq. ft. are assessed an additional .129 per each sq. ft over 10,000 sq. ft.
[2] Lots greater than 10,000 sq. ft. are assessed an additional .089 per each sq. ft over 10,000 sq. ft.
[3] Project value is the total fair market contract cost of the job and shall include, but not be limited to: all materials, labor and equipment. This value is not reducible due to owner supplied and /or donated materials, labor and /or equipment.
[4] Includes all buildings with plumbing being constructed on each property, based on living space, which is defined as space within a dwelling unit intended for human habitation which may reasonably be utilized for sleeping, eating, cooking, bathing, washing, recreation and sanitation purposes. An unfinished basement is considered a part of the living space.

Up to 1,500 sq. ft	$130.00
1,501 sq. ft to 2,500 sq. ft	$195.00
2,501 sq. ft to 3,500 sq. ft	$260.00
3,501 sq. ft to 4,500 sq. ft	$325.00
Over 4,500 sq. ft	$325.00 + $65.00 per additional 1,000 sq. ft

New: Multi-Family Dwelling

Duplex Apartment or Condominium	$260.00
Tri-Plex or more Multi-Family Units	$130 per building + $65.00 per unit

Existing Residence $65.00 + $10.00 per additional fixture[5]

Detached Shop/Accessory Building $65.00 + $10.00 per additional fixture[6]

Sewer and Water

Sewer Line	$38.00
Water Line	$38.00
Sewer & Water	$65.00
Sewer Turnaround/Domestic Water[7]	$65.00

Lawn Sprinklers/Backflow Device $65.00

Modular, Manufactured or Mobile Home $65.00

Fire Sprinkler $65.00 or $4.00 per head (Whichever is greater)

Water Heater Replacement[8] $65.00 per occurrence

Water Conditioning Equipment $65.00

Hydronic Heating $65.00 + $10.00 per manifolds/zones

Plan Check $65.00 per hour

Plumbing (Commercial/Industrial Fees)[9]

For projects up to $10,000	$60.00 + (Contract Amount x 0.02)
For projects between $10,001 - $100,000	$260.00 + ((Contract Amount - $10,000) x 0.01)

[5] Up to a maximum of the corresponding sq. ft of the building.
[6] Up to a maximum of the corresponding sq. ft of the building.
[7] Change from septic to city, water re-pipe under house.
[8] Tankless Heater Requires Mechanical Permit for Venting and Gas Piping.
[9] The fees listed under this inspection type shall apply to any and all plumbing installations not specifically mentioned elsewhere on this fee schedule. This shall include all labor, materials, equipment, overhead and profit, as well as all labor, materials and equipment supplied by others. The project value cannot be reduced by labor, material or equipment that is donated or supplied by others. A copy of the bid proposal on company letterhead is required to accompany any and all Commercial or Industrial plumbing permit applications. At the time of "Final" Inspection, the Scope of Work, valuation and permit fees will be verified.

For projects over $100,001	$1,160 + ((Contract Amount - $100,000) x 0.005)

Electrical (Residential)

Temporary Construction Services only[10]	$65.00
New: Single Family Dwelling[11]	
Up to 1,500 sq. ft	$130.00
1,501 sq. ft to 2,500 sq. ft	$195.00
2,501 sq. ft to 3,500 sq. ft	$260.00
3,501 sq. ft to 4,500 sq. ft	$325.00
Over 4,500 sq. ft	$325.00 + $65.00 per additional 1,000 sq. ft
New: Multi-Family Dwelling	
Duplex Apartment or Condominium	$260.00
Tri-Plex or more Multi-Family Units	$130 per building + $65.00 per unit
Existing Residences	$65.00 plus $10.00 per additional branch circuit[12]
Detached Shop	$65.00 plus $10.00 per additional branch circuit[13]
Modular, Manufactured or Mobile Homes	$65.00 plus $10.00 per additional branch circuit[14]
Floor Heating (New or Existing)	$65.00
Pumps (Water, Irrigation, Sewage)	
Up to 25 Horse Power (HP)	$65.00
26 HP to 200 HP	$95.00
Over 200 HP	$130.00
Spas, Hot Tubs, Hydro Massage Tubs	$65.00
Swimming Pools	$195.00[15]
Signs/outline Lighting	
Signs	$65.00
Monument Sign Lighting	$65.00 per occupancy

[10] 200 amp or less, one location.
[11] Includes all buildings with wiring being constructed on each property, based on living space, based on living space, which is defined as space within a dwelling unit intended for human habitation which may reasonably be utilized for sleeping, eating, cooking, bathing, washing, recreation and sanitation purposes. An unfinished basement is considered a part of the living space.
[12] Up to a maximum of the corresponding sq. ft of the building.
[13] Up to a maximum of the corresponding sq. ft of the building.
[14] Up to a maximum of the corresponding sq. ft of the building.
[15] Covers four (4) mandatory inspections with the exception of lighting.

Temporary Amusement	$65.00 + $10.00 per ride, concession or generator
Irrigation machine	$65.00 + $10.00 per tower/drive motor
Requested Inspection	$65.00 per hour
Power has been off over 1 year[16]	$65.00 per hour
Plan Check[17]	$65.00 per hour
Electrical (Commercial/Industrial/Solar Fees)[18]	
For projects up to $10,000	$60.00 + (Total Cost of System x 0.02)
For projects between $10,001 - $100,000	$260.00 + ((Total Cost of System - $10,000) x 0.01)
For projects over $100,001	$1,160.00 + ((Total Cost of System - $100,000) x 0.005)

[16] Excludes Contractors.
[17] Two (2) hour minimum
[18] The fees listed under this inspection type shall apply to any and all electrical installations not specifically mentioned elsewhere on this fee schedule. This shall include all labor, materials, equipment, overhead and profit, as well as all labor, materials and equipment supplied by others. The project value cannot be reduced by labor, material or equipment that is donated or supplied by others. A copy of the bid proposal on company letterhead is required to accompany any and all Commercial, Industrial or Solar electrical permit applications. At the time of "Final" Inspection, the Scope of Work, valuation and permit fees will be verified.

EXHIBIT A

PLANNING AND ZONING, PUBLIC WORKS AND BUILDING ~~APPLICATION~~ FEE~~S~~ SCHEDULE

Planning and Zoning Department

Administrative Determination	$150.00 ~~+ hard costs~~
Amendment Applications	
~~Staff Report/~~Conditions of Approval	$400.00
Comprehensive Plan Map Amendment	$2,000.00
Comprehensive Plan Text Amendment	$1,500.00
Development Agreement	$400.00
~~City~~ Ordinance Text Amendment	$800.00
Planned Unit Development	$400.00
Preliminary Plat	$400.00
Final Plat	$400.00
Annexation Application	$1,~~2~~300.00 + $30.00 per acre up to 40 acres maximum for a total maximum fee of $2,500.00.
De-Annexation Application	$1,~~2~~300.00 + $30.00 per acre
Appeal~~s~~ Request	$350.00 ~~each person appealing~~
Development Agreement	$350.00 + city attorney review fees (invoiced at $200 per hour).
Design Review Application	
~~Subdivisions Common Area~~ Site Design: Buffers/Common Area/ Landscaping/Parking Lot ~~r~~Review	$250.00 + $20.00 per acre
Architectural Buildings:	
Multi-Family Residential ~~r~~Review	$400.00 + $10.00 per unit
Office, Commercial, Industrial	$400.00 + $10.00/1,000 ~~sq. ft.~~ ft^2
Inspection Fee:	
Tenant	$100.00
Landscape	$150.00
Building	$150.00
Re-inspection	$60.00
~~**Final Plat**~~	~~$600.00 +$20.00 per lot~~
Lot Line Adjustment Application	$~~2~~300.00
Lot Split Application	$300.00
Manufactured/Mobile Home Park Application	$1,~~270~~400.00
~~**Moving Building Permit**~~	~~$350.00~~
Neighborhood Mailing List Labels	$20.00
Planned Unit Development Application	$~~6~~800.00 + $2~~0~~5.00 per lot
~~Final~~	~~$20.00 per lot~~
Rezone Application	$1,~~000~~150.00

Sign Review Application	$85.00
Modification	$50.00
~~Master Sign Plan (monument/billboard)~~	~~$350.00~~
~~Single Tenant Sign (freestanding)~~	~~$250.00~~
~~Staff Level Sign (wall/kiosk)~~	~~$60.00~~
Special Use Permit Application	$~~8~~900.00
~~**Special Use Permit (In-Home Child Care)**~~	~~$330.00~~
Special Use Permit Application (Home Occupation)	$350.00
Subdivision Plats	
Preliminary Plat Application	$1,~~276~~380.00 + $~~20~~25.00 per lot
Preliminary Plat Infrastructure Modeling	$600.00 + $6.00 per lot
Preliminary/Final Plat Application (Combination)	$1,~~228~~350.00
Final Plat Application	$6~~00~~50.00 + $2~~0~~5.00 per lot
~~**Streetlight Inspection**~~	~~$350.00 for 1st inspection~~
~~Re-Inspection Fee~~	~~$20.00 per each additional inspection~~
Time Extension Application	$300.00
~~Council~~	~~$300.00~~
~~Vacation~~	~~$400.00~~
~~Variance~~	~~$600.00~~
~~Waiver Request~~	~~$100.00~~
Vacation Application	$400.00
Variance Application	$600.00
Waiver Request	$100.00

Public Works Department:

QLPE	$300.00
Final Plat Infrastructure Modeling	$1,140.00 + $10.00 per lot per Construction Plan and Record Drawing Phase.
Utility Inspection Fees	$1.50 per Linear Foot
Plan Review	$300.00 + $15.00 per lot (covers1st, 2nd and 3rd review)
	$150.00 + $7.50 per lot per each additional review
Record Drawing	$300.00
Street Light Inspection	$100.00 for 1st inspection
Re-Inspection Fee	$50.00 per each additional Inspection
Maps	
11”x17” or smaller (B&W)	$2.00
11”x17” or smaller (Color)	$3.00
Large (over 11”x17”)	$20.00

Building ~~Permits Fees~~ Department:

Building Permit Application Fee	$~~30~~70.00
Building Permit Modification Fee	$100.00
Commercial Building Permit Application	$~~30~~200.00
Fence Application Fee	$25.00
Zoning ~~Fee~~ Compliance	$40.00
RES Check	$25.00
Pressurized Irrigation ~~Supply~~ Fee~~~~**	
Supply	$900.00[1] ~~– Standard if lot is <10,000 sf~~
~~Pressurized Irrigation Main Fee**~~	~~$620.00 – Standard if lot is <10,000 sf~~
~~Interception~~ Operation ~~Fee~~	$620.00[2]
~~*Use Irrigation Calculator Spreadsheet~~	~~($0.89 per s.f. thereafter)~~
Water ~~Supply~~ Fee~~~~**	~~$1,085.00~~
~~Water Main Capacity Fee~~	~~$1,173.00~~
Supply	$1,085.00
Trunk	$1,423.00
5/8 – ¾” Meter	$~~326~~340.00
1” Meter	$~~367~~383.00
1 ½” Meter	$~~588~~613.00
2” Meter	$~~727~~758.00
~~Sewer Treatment Fee**~~	~~$4,326.00~~
Sewer Fee	$4,971.00
~~Sewer~~ Interceptor Fee	$~~829~~1,329.00

~~**Sewer/Water/Pressurized Irrigation could have additional charges based on the application and parcel; confirm with City Staff for assessed fees at time of permit.~~

~~**Manufactured Home Foundation**~~	~~Based on estimated construction cost for concrete work (see fee schedule) + $40.00 (zoning fee)~~

Mechanical Fee~~s:~~

~~New Residential Dwellings:~~	~~**$93.00 w/Fireplace - $128.00 without**~~
New One / Two Family Dwellings:	
Permit Fee without Fireplace	$93.00
Permit Fee with Fireplace	$128.00
Existing Res. Installations:	
Permit Fee	$23.00 + No. ~~#~~ of units x $6.00
Mech. Equip.	$23.00 + No. ~~#~~ of units x $6.00
Vent Piping	$23.00 + No. ~~#~~ of units x $6.00
Gas Piping	$23.00 + No. ~~#~~ of units x $6.00
Fireplace	$23.00 + No. ~~#~~ of units x $6.00
Multi-Family & Commercial	$23.00 + Project Value[3] ~~fees (see below)~~

[1] Lots greater than 10,000 sq. ft. are assessed an additional .129 per each sq. ft over 10,000 sq. ft.
[2] Lots greater than 10,000 sq. ft. are assessed an additional .089 per each sq. ft over 10,000 sq. ft.
[3] Project Value is the total fair market contract cost of the job and shall include, but not limited to: all materials, labor and equipment. This value is not reducible due to owner supplied and/or donated materials, labor and/or equipment.

~~*** Project value is the total fair market contract cost of the job and shall include, but not limited to: all materials, labor, and equipment. This value is not reducible due to owner supplied and/or donated materials, labor and/or equipment.~~

~~***~~**Project Value Table:**

For projects $20,000 or less	2.68% of job value
For projects $20,000 through $50,000	$536.00 + 1.61% of job value over $20,000
For projects over $50,000	$1,019.00 + .80% of that portion for projects exceeding $50,000

Re-Inspection Fee ~~(After 2 failed attempts)~~ $~~45~~65.00 each (after each failed attempt)

~~**Starting Construction without a building permit fee** **$ permit fee x 2**~~

~~**Administrative Fees****~~

~~Compact Disc~~	~~$2.50~~
~~Copies~~	~~$0.10 per page over 10 pages~~
~~Color Copies~~	~~$0.20 per page~~
~~Maps~~	
~~11"x17" or smaller (B&W)~~	~~$2.00 + Tax~~
~~11"x17" or smaller (Color)~~	~~$3.00~~
~~Large (over 11"x17")~~	~~$20.00~~
~~Neighborhood Mailing Lists Labels~~	~~$20.00~~

~~Public Information Request – may be subject to additional charges based on Idaho Code §9-338~~

~~****Plus Tax = **(6 cents on the dollar)**~~

Plumbing (Residential)

New: Single-Family Dwelling[4]

Up to 1,500 sq. ft	$130.00
1,501 sq. ft to 2,500 sq. ft	$195.00
2,501 sq. ft to 3,500 sq. ft	$260.00
3,501 sq. ft to 4,500 sq. ft	$325.00
Over 4,500 sq. ft	$325.00 + $65.00 per additional 1,000 sq. ft

New: Multi-Family Dwelling

Duplex Apartment or Condominium	$260.00
Tri-Plex or more Multi-Family Units	$130 per building + $65.00 per unit

Existing Residence $65.00 + $10.00 per additional fixture[5]

Detached Shop/Accessory Building $65.00 + $10.00 per additional fixture[6]

Sewer and Water

Sewer Line	$38.00
Water Line	$38.00
Sewer & Water	$65.00

[4] Includes all buildings with plumbing being constructed on each property, based on living space, which is defined as space within a dwelling unit intended for human habitation which may reasonably be utilized for sleeping, eating, cooking, bathing, washing, recreation and sanitation purposes. An unfinished basement is considered a part of the living space.

[5] Up to a maximum of the corresponding sq. ft of the building.

[6] Up to a maximum of the corresponding sq. ft of the building.

Sewer Turnaround/Domestic Water[7]	$65.00
Lawn Sprinklers/Backflow Device	$65.00
Modular, Manufactured or Mobile Home	$65.00
Fire Sprinkler	$65.00 or $4.00 per head (Whichever is greater)
Water Heater Replacement[8]	$65.00 per occurrence
Water Conditioning Equipment	$65.00
Hydronic Heating	$65.00 + $10.00 per manifolds/zones
Plan Check	$65.00 per hour
Plumbing (Commercial/Industrial Fees)[9]	
For projects up to $10,000	$60.00 + (Contract Amount x 0.02)
For projects between $10,001 - $100,000	$260.00 + ((Contract Amount - $10,000) x 0.01)
For projects over $100,001	$1,160 + ((Contract Amount - $100,000) x 0.005)
Electrical (Residential)	
Temporary Construction Services only[10]	$65.00
New: Single Family Dwelling[11]	
Up to 1,500 sq. ft	$130.00
1,501 sq. ft to 2,500 sq. ft	$195.00
2,501 sq. ft to 3,500 sq. ft	$260.00
3,501 sq. ft to 4,500 sq. ft	$325.00
Over 4,500 sq. ft	$325.00 + $65.00 per additional 1,000 sq. ft
New: Multi-Family Dwelling	
Duplex Apartment or Condominium	$260.00
Tri-Plex or more Multi-Family Units	$130 per building + $65.00 per unit
Existing Residences	$65.00 plus $10.00 per additional branch circuit[12]

[7] Change from septic to city, water re-pipe under house.
[8] Tankless Heater Requires Mechanical Permit for Venting and Gas Piping.
[9] The fees listed under this inspection type shall apply to any and all plumbing installations not specifically mentioned elsewhere on this fee schedule. This shall include all labor, materials, equipment, overhead and profit, as well as all labor, materials and equipment supplied by others. The project value cannot be reduced by labor, material or equipment that is donated or supplied by others. A copy of the bid proposal on company letterhead is required to accompany any and all Commercial or Industrial plumbing permit applications. At the time of "Final" Inspection, the Scope of Work, valuation and permit fees will be verified.
[10] 200 amp or less, one location.
[11] Includes all buildings with wiring being constructed on each property, based on living space, based on living space, which is defined as space within a dwelling unit intended for human habitation which may reasonably be utilized for sleeping, eating, cooking, bathing, washing, recreation and sanitation purposes. An unfinished basement is considered a part of the living space.
[12] Up to a maximum of the corresponding sq. ft of the building.

Detached Shop	$65.00 plus $10.00 per additional branch circuit[13]
Modular, Manufactured or Mobile Homes	$65.00 plus $10.00 per additional branch circuit[14]
Floor Heating (New or Existing)	$65.00
Pumps (Water, Irrigation, Sewage)	
Up to 25 Horse Power (HP)	$65.00
26 HP to 200 HP	$95.00
Over 200 HP	$130.00
Spas, Hot Tubs, Hydro Massage Tubs	$65.00
Swimming Pools	$195.00[15]
Signs/Monument Sign Lighting	
Signs	$65.00
Monument Sign Lighting	$65.00 per occupancy
Temporary Amusement	$65.00 + $10.00 per ride, concession or generator
Irrigation Machine	$65.00 + $10.00 per tower/drive motor
Requested Inspection	$65.00 per hour
Power has been off over 1 year[16]	$65.00 per hour
Plan Check[17]	$65.00 per hour
Electrical (Commercial/Industrial/Solar Fees)[18]	
For projects up to $10,000	$60.00 + (Total Cost of System x 0.02)
For projects between $10,001 - $100,000	$260.00 + [(Total Cost of System - $10,000) x 0.01]
For projects over $100,001	$1,160.00 + [(Total Cost of System - $100,000) x 0.005]

[13] Up to a maximum of the corresponding sq. ft of the building.
[14] Up to a maximum of the corresponding sq. ft of the building.
[15] Covers four (4) mandatory inspections with the exception of lighting.
[16] Excludes Contractors.
[17] Two (2) hour minimum.
[18] The fees listed under this inspection type shall apply to any and all electrical installations not specifically mentioned elsewhere on this fee schedule. This shall include all labor, materials, equipment, overhead and profit, as well as all labor, materials and equipment supplied by others. The project value cannot be reduced by labor, material or equipment that is donated or supplied by others. A copy of the bid proposal on company letterhead is required to accompany any and all Commercial, Industrial or Solar electrical permit applications. At the time of "Final" Inspection, the Scope of Work, valuation and permit fees will be verified.

RECEIVED
NOV 23 2021
CITY OF KUNA

21880 165453
1 KUNA, CITY OF

P.O. BOX 13
KUNA, ID 83634

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO

County of Ada

SHARON JESSEN
of the State of Idaho, being of first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the State of Idaho; that the said newspaper is in general circulation in the said county of Ada, and in the vicinity of Kuna, Idaho and has been uninterruptedly published in said County during a period of seventy -eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 2 times(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement

That said notice was published the following: 11/03/2021, 11/10/2021

SHARON JESSEN
STATE OF IDAHO
County of Canyon and Ada

On this 10th day of November, in the year of 2021 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Notary Public of Idaho
My commission expires 4/28/23

COLLEEN R. NIELSEN NOTARY PUBLIC Comm No. 70215 STATE OF IDAHO

165453

AD# 165453AD#

LEGAL NOTICE

Resolution No. R57-2021 Repealing & Replacing Resolution No. R47-2015 & Adopting a New Fee Schedule for the Planning & Zoning, Building & Public Works Department; and setting an effective date.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing Tuesday, December 7, 2021, at 6:00 P.M. or as soon as can be heard; in connection with A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA REPEALING AND REPLACING RESOLUTION NO. R47-2015 AND ADOPTING A NEW FEE SCHEDULE FOR THE PLANNING AND ZONING, BUILDING AND PUBLIC WORKS DEPARTMENTS; AND SETTING AN EFFECTIVE DATE.

PLANNING AND ZONING, PUBLIC WORKS AND BUILDING ~~APPLICATION~~ FEES SCHEDULE

Planning and Zoning Department

Administrative Determination	$150.00 + ~~hard costs~~
Amendment Applications	
~~Staff Report~~/Conditions of Approval	$400.00
Comprehensive Plan Map Amendment	$2,000.00
Comprehensive Plan Text Amendment	$1,500.00
Development Agreement	$400.00
City Ordinance Text Amendment	$800.00
Planned Unit Development	$400.00
Preliminary Plat	$400.00
Final Plat	$400.00
Annexation Application	$1,9300.00 + $30.00 per acre up to 40 acres maximum for a total maximum fee of $2,500.00.
De-Annexation Application	$1,9300.00 + $30.00 per acre
Appeals Request	$350.00 ~~each person appealing~~
Development Agreement	$350.00 + city attorney review fees (invoiced at $200 per hour).
Design Review Application	
~~Subdivisions Common Area~~ Site Design:	
Buffers/Common Area Landscaping/ Parking Lot Review	$250.00 + $20.00 per acre
Architectural Buildings:	
Multi-Family Residential Review	$400.00 + $10.00 per unit
Office, Commercial, Industrial	$400.00 + $10.00/1,000 sq. ft.
Inspection Fee:	
Tenant	$100.00
Landscape	$150.00
Building	$150.00
Re-Inspection	$60.00
~~Final Plat~~	~~$600.00 + $20.00 per lot~~
Lot Line Adjustment Application	$8300.00
Lot Split Application	$300.00
Manufactured/Mobile Home Park Application	$1,400279.00
~~Moving Building Permit~~	~~$350.00~~
Neighborhood Mailing List Labels	$20.00
Planned Unit Development Application	$6800.00 + $250.00 per lot
~~Final~~	~~$20.00 per lot~~
Rezone Application	$1,150900.00
Sign Review Application	$85.00
Modification	$50.00
~~Master Sign Plan (monument/billboard)~~	~~$350.00~~
~~Single Tenant Sign (freestanding)~~	~~$250.00~~
~~Shopping Center Sign (wall/roof)~~	~~$150.00~~
Special Use Permit Application	$8900.00
~~Special Use Permit (In Home Child Care)~~	~~$330.00~~
Special Use Permit Application(Home Occupation)	$350.00
Subdivision Plats	
Preliminary Plat Application	$1,380275.00 + $2500.00 per lot
Preliminary Plat Infrastructure Modeling	$500.00 + $6.00 per lot
Preliminary/Final Plat Application (Combination)	$1,350288.00
Final Plat Application	$6500.00 + $250.00 per lot
~~Street Light Inspection~~	~~$350.00 for 1st inspection~~
~~Re-Inspection Fee~~	~~$20.00 per each additional inspection~~
Time Extension Application $300.00	
~~Council~~	~~$300.00~~
~~Vacation~~	~~$400.00~~
~~Variance~~	~~$500.00~~
~~Waiver Request~~	~~$100.00~~
Vacation Application	$400.00
Variance Application	$600.00
Waiver Request	$100.00
Public Works Department:	
QLPE	$300.00
Final Plat Infrastructure Modeling	$1,140.00 + $10.00 per lot per Construction Plan and Record Drawing Phase.
Utility Inspection Fees	$1.50 per Linear Foot
Plan Review	$300.00 + $15.00 per lot(covers1st, 2nd, 3rd review) $150.00 + $7.50 per lot per each additional review
Record Drawing	$300.00
Street Light Inspection	$100.00 for 1st inspection
Re-Inspection Fee	$50.00 per each additional inspection
Maps	
11"x17" or smaller (B&W)	$2.00
11"x17" or smaller (Color)	$3.00
Large (over 11"x17")	$20.00
Building ~~Permits Fees~~ Department:	
Building Permit Application Fee	$7000.00
Building Permit Modification Fee	$100.00
Commercial Building Permit Application	$20000.00
Fence Application Fee	$25.00
Zoning Fee Compliance	$40.00
RES Check	$25.00
Pressurized Irrigation ~~Supply~~ Fee[1]	
Supply	$900.00' -- ~~Standard if lot is <10,000 sf~~
~~Pressurized Irrigation Main Fee[2]~~	~~$620.00 -- Standard if lot is <10,000 sf~~
~~Interception~~ Operation Fee	$620.00[2]
~~*Use Irrigation Calculator Spreadsheet~~	~~($0.89 per sf, thereafter)~~
Water ~~Supply~~ Fee[3]	~~$1,085.00~~
~~Water Main Capacity Fee~~	~~$1,173.00~~
Supply	$1,085.00
Trunk	$1,423.00
5/8 – ¾" Meter	$3[illegible].00
1" Meter	$383367.00
1 ½" Meter	$613568.00
2" Meter	$758727.00
~~Sewer Treatment Fee[4]~~	~~$4,326.00~~
Sewer Fee	$4,971.00
~~Sewer~~ Interceptor Fee	$1,325629.00
~~[4]Sewer/Water/Pressurized Irrigation could have additional charges based on the application and parcel evaluation with City Staff for assessed fees at time of permit.~~	
~~Manufactured Home Foundation~~	~~Based on estimated construction cost for concrete work (see fee schedule) + $40.00 zoning fee~~
Mechanical Fees:	
~~New Residential Dwellings~~	~~$93.00 w/Fireplace - $128.00 w/out~~
New One / Two Family Dwellings:	
Permit Fee without Fireplace	$93.00
Permit Fee with Fireplace	$128.00
Existing Res. Installations:	
Permit Fee	$23.00 + No. # of units x $6.00
Mech. Equip.	$23.00 + No. # of units x $6.00
Vent Piping	$23.00 + No. # of units x $6.00
Gas Piping	$23.00 + No. # of units x $6.00
Fireplace	$23.00 + No. # of units x $6.00
Multi-Family & Commercial	$23.00 + Project Value[3] ~~fees (see below)~~
~~[3]Project value is the total fair market contract cost of the job and shall include, but not limited to: all materials, labor, and equipment. This value is not reducible due to owner supplied and/or donated material, labor and/or equipment.~~	
[3]Project Value Table:	
For projects $20,000 or less	2.68% of job value
For projects $20,000 through $50,000	$536.00 + 1.61% of job value over $20,000
For projects over $50,000	$1,019.00 + .80% of that portion for projects exceeding $50,000
Re-Inspection Fee (After 2 failed attempts)	$65.45.00 each (after each failed attempt)
~~Starting Construction without a building permit fee $ permit fee x 2 Administrative Fees[illegible]~~	
~~Compact Disc $2.50~~	
~~Copies $0.10 per page over 10 pages~~	
~~Color Copies $0.20 per page~~	
Maps	
~~11"x17" or smaller (B&W)~~	~~$2.00 + Tax~~
~~11"x17" or smaller (Color)~~	~~$3.00~~
~~Large (over 11"x17")~~	~~$20.00~~
~~Neighborhood Mailing Lists Labels~~	~~$20.00~~
~~Public Information Request - may be subject to additional charges based on Idaho Code §9-338~~	
~~[illegible]Plus Tax = (6 cents on the dollar)~~	
Plumbing (Residential)	
New: Single-Family Dwelling[4]	
Up to 1,500 sq. ft	$130.00
1,501 sq. ft to 2,500 sq. ft	$195.00
2,501 sq. ft to 3,500 sq. ft	$260.00
3,501 sq. ft to 4,500 sq. ft	$325.00
Over 4,500 sq. ft	$325.00 + $65.00 per additional 1,000 sq. ft
New: Multi-Family Dwelling	
Duplex Apartment or Condominium	$260.00
Tri-Plex or more Multi-Family Units	$130 per building + $65.00 per unit
Existing Residence	$65.00 + $10.00 per additional fixture5
Detached Shop/Accessory Building	$65.00 + $10.00 per additional fixture6
Sewer and Water	
Sewer Line	$38.00
Water Line	$38.00
Sewer & Water	$65.00
Sewer Turnaround/Domestic Water[7]	$65.00
Lawn Sprinklers/Backflow Device	$65.00
Modular, Manufactured or Mobile Home	$65.00
Fire Sprinkler	$65.00 or $4.00 per head (Whichever is greater)
Water Heater Replacement[8]	$65.00 per occurrence
Water Conditioning Equipment	$65.00
Hydronic Heating	$65.00 + $10.00 per manifolds/zones
Plan Check	$65.00 per hour
Plumbing (Commercial/Industrial Fees)[9]	
For projects up to $10,000	$60.00 + (Contract Amount x 0.02)
For projects between $10,001 - $100,000	$260.00 + ((Contract Amount - $10,000) x 0.01)
For projects over $100,001	$1,160 + ((Contract Amount - $100,000) x 0.005)
Electrical (Residential)	
Temporary Construction Services only[10]	$65.00
New: Single Family Dwelling[11]	
Up to 1,500 sq. ft	$130.00
1,501 sq. ft to 2,500 sq. ft	$195.00
2,501 sq. ft to 3,500 sq. ft	$260.00
3,501 sq. ft to 4,500 sq. ft	$325.00
Over 4,500 sq. ft	$325.00 + $65.00 per additional 1,000 sq. ft
New: Multi-Family Dwelling	
Duplex Apartment or Condominium	$260.00
Tri-Plex or more Multi-Family Units	$130 per building + $65.00 per unit
Existing Residences	$65.00 plus $10.00 per additional branch circuit[12]
Detached Shop	$65.00 plus $10.00 per additional branch circuit[13]
Modular, Manufactured or Mobile Homes	$65.00 plus $10.00 per additional branch circuit[14]
Floor Heating (New or Existing)	$65.00
Pumps (Water, Irrigation, Sewage)	
Up to 25 Horse Power (HP)	$65.00
26 HP to 200 HP	$95.00
Over 200 HP	$130.00
Spas, Hot Tubs, Hydro Massage Tubs	$65.00
Swimming Pools	$195.00[15]
Signs/Monument Sign Lighting	
Signs	$65.00
Monument Sign Lighting	$65.00 per occupancy
Temporary Amusement	$65.00 + $10.00 per ride, concession or generator
Irrigation Machine	$65.00 + $10.00 per tower/drive motor
Requested Inspection	$65.00 per hour
Power has been off over 1 year[16]	$65.00 per hour
Plan Check[17]	$65.00 per hour
Electrical (Commercial/Industrial/Solar Fees)[18]	
For projects up to $10,000	$60.00 + (Total Cost of System x 0.02)
For projects between $10,001 - $100,000	$260.00 + [(Total Cost of System - $10,000) x 0.01]
For projects over $100,001	$1,160.00 +[(Total Cost of System - $100,000) x 0.005]

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.
The public is invited to provide written or oral testimony. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

[1] Lots greater than 10,000 sq. ft. are assessed an additional .129 per each sq. ft over 10,000 sq. ft.
[2] Lots greater than 10,000 sq. ft. are assessed an additional .089 per each sq. ft over 10,000 sq. ft.
[3] Project Value is the total fair market contract cost of the job and shall include, but not limited to: all materials, labor and equipment. This value is not reducible due to owner supplied and/or donated materials, labor and/or equipment.
[4] Includes all buildings with plumbing being constructed on each property, based on living space, which is defined as space within a dwelling unit intended for human habitation which may reasonably be utilized for sleeping, eating, cooking, bathing, washing, recreation and sanitation purposes. An unfinished basement is considered a part of the living space.
[5] Up to a maximum of the corresponding sq. ft of the building.
[6] Up to a maximum of the corresponding sq. ft of the building.
[7] Change from septic to city, water re-pipe under house.
[8] Tankless Heater Requires Mechanical Permit for Venting and Gas Piping.
[9] The fees listed under this inspection type shall apply to any and all plumbing installations not specifically mentioned elsewhere on this fee schedule. This shall include all labor, materials, equipment, overhead and profit, as well as all labor, materials and equipment supplied by others. The project value cannot be reduced by labor, material or equipment that is donated or supplied by others. A copy of the bid proposal on company letterhead is required to accompany any and all Commercial or Industrial plumbing permit applications. At the time of "Final" inspection, the Scope of Work, valuation and permit fees will be verified.
[10] 200 amp or less, one location.
[11] Includes all buildings with wiring being constructed on each property, based on living space, which is defined as space within a dwelling unit intended for human habitation which may reasonably be utilized for sleeping, eating, cooking, bathing, washing, recreation and sanitation purposes. An unfinished basement is considered a part of the living space.
[12] Up to a maximum of the corresponding sq. ft of the building.
[13] Up to a maximum of the corresponding sq. ft of the building.
[14] Up to a maximum of the corresponding sq. ft of the building.
[15] Covers four (4) mandatory inspections with the exception of lighting.
[16] Excludes Contractors.
[17] Two (2) hour minimum.
[18] The fees listed under this inspection type shall apply to any and all electrical installations not specifically mentioned elsewhere on this fee schedule. This shall include all labor, materials, equipment, overhead and profit, as well as all labor, materials and equipment supplied by others. The project value cannot be reduced by labor, material or equipment that is donated or supplied by others. A copy of the bid proposal on company letterhead is required to accompany any and all Commercial, Industrial or Solar electrical permit applications. At the time of "Final" inspection, the Scope of Work, valuation and permit fees will be verified.

November 3, 10, 2021

165453

CITY OF KUNA
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2021

COMBINED CASH ACCOUNTS

99-1002	CASH IN BANK /BOT CASCADES	.00
99-1004	CASH-US BANK	.00
99-1010	CASH CLEARING	.00
99-1020	CASH-BOTC-STATE POOL MMKT 2021	.00
99-1021	CASH-BOTC-LID MMKT 2048	.00
99-1030	CASH-LGIP ACCOUNT	22,471,076.26
99-1040	CASH - US BANK GENERAL CKNG	1,284,049.62
99-1041	CASH - US BANK PAYROLL CKNG	(42,474.30)
99-1042	CASH - LGIP PARK IMPACT FEES	2,503,105.23
99-1043	CASH - XPRESS DEPOSIT ACCOUNT	67,705.05
99-1044	CASH-LGIP AGENCY FUND	3,053,874.57
99-1045	CERTIFICATE OF DEPOSIT ICCU	20,167,231.35
99-1070	RETURNED CHECK CLEARING	.00
99-1075	UTILITY CASH CLEARING	.00
	TOTAL COMBINED CASH	49,504,567.78
99-2000	ACCOUNTS PAYABLE	.00
99-1000	CASH ALLOCATED TO OTHER FUNDS	(49,504,567.78)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	5,758,156.31
3	ALLOCATION TO GRANT FUND	2,393,306.31
5	ALLOCATION TO LATE COMERS FEE FUND	5,210,842.50
6	ALLOCATION TO JUVENILE JUSTICE FUND	.00
19	ALLOCATION TO WELL MITIGATION FUND	.00
20	ALLOCATION TO WATER FUND	12,677,329.50
21	ALLOCATION TO SEWER FUND	9,606,610.99
22	ALLOCATION TO LID #2006-1 WWTP FUND	.00
25	ALLOCATION TO PRESSURE IRRIGATION FUND	6,292,744.39
26	ALLOCATION TO SOLID WASTE FUND	103,373.56
30	ALLOCATION TO AGENCY FUND	3,289,033.75
40	ALLOCATION TO GOVERNMENTAL CAP. PROJ. FUND	1,306,764.44
50	ALLOCATION TO PARK IMPACT FEE/CAP PROJ FUND	2,696,860.79
51	ALLOCATION TO POLICE IMPACT FEE FUND	169,545.24
52	ALLOCATION TO URBAN RENEWAL DISTRICT	.00
	TOTAL ALLOCATIONS TO OTHER FUNDS	49,504,567.78
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(49,504,567.78)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
GENERAL FUND					
01-4000	STATE LIQU0R DISTRIBUTION	304,740.00	224,425.00	80,315.00	135.8%
01-4001	SALES TAX REVENUE SHARE-STATE	2,146,528.16	1,452,659.00	693,869.16	147.8%
01-4100	PR0PERTY TAX REVENUE	3,707,162.31	3,571,119.00	136,043.31	103.8%
01-4110	PR0PERTY TAX INTEREST & PENALT	4,277.80	3,001.00	1,276.80	142.5%
01-4120	SALES TAX REVENUE SHARE-COUNTY	225.00	216.00	9.00	104.2%
01-4130	COUNTY FINE DISTRIBUTI0N	12,965.35	8,552.00	4,413.35	151.6%
01-4155	ADMINISTRATI0N SERVICES	295,452.90	220,955.00	74,497.90	133.7%
01-4161	DISCOUNTS TAKEN	.00	.00	.00	.00
01-4170	FRANCHISE FEES	392,124.94	349,110.00	43,014.94	112.3%
01-4173	INTEREST REVENUE	39,347.50	55,000.00	-15,652.50	71.5%
01-4180	LICENSES / BUSINESS	3,522.00	5,000.00	-1,478.00	70.4%
01-4181	LICENSES / LIQU0R	5,956.25	6,000.00	-43.75	99.3%
01-4182	LICENSES / BEER	2,410.00	3,000.00	-590.00	80.3%
01-4183	LICENSES / WINE	2,200.00	2,500.00	-300.00	88.0%
01-4184	LICENSES / D0GS	6,904.50	11,500.00	-4,595.50	60.0%
01-4185	MISCELLANE0US INC0ME	104,428.06	50,000.00	54,428.06	208.9%
01-4189	PERMITS / OPEN CONTAINER	40.00	.00	40.00	.00
01-4190	PERMITS / CATERING	600.00	293.00	307.00	204.8%
01-4193	PERMITS / VEND0RS	2,655.00	882.00	1,773.00	301.0%
01-4195	RENTAL INCOME	23,030.22	9,600.00	13,430.22	239.9%
01-4197	RV DUMP REVENUE	5,656.86	4,500.00	1,156.86	125.7%
01-4358	DEVELOPMENT SUPPORT SERVICES	13,120.00	6,529.00	6,591.00	200.9%
01-4360	BUILDING PERMITS	1,106,532.67	936,776.00	169,756.67	118.1%
01-4361	PLUMBING PERMITS	229,944.34	200,814.00	29,130.34	114.5%
01-4362	ELECTRICAL PERMITS	250,524.09	225,644.00	24,880.09	111.0%
01-4391	IRES CHECK FEES	20,000.00	17,895.00	2,105.00	111.8%
01-4392	MECHANICAL PERMITS	113,861.52	126,652.00	-12,790.48	89.9%
01-4900	TRANSFERS IN	67,289.21	.00	67,289.21	.00
01-4950	CARRY 0VER	.00	3,300,000.00	-3,300,000.00	.00
Total Revenue:		8,861,498.68	10,792,622.00	-1,931,123.32	82.1%
01-5000	SAL. & WAGES-ELECTED OFFICIALS	91,760.94	98,844.00	-7,083.06	92.8%
01-5005	SALARIES & WAGES - STAFF	1,368,398.14	1,429,227.00	-60,828.86	95.7%
01-5009	SALARIES & WAGES - SEASONAL	4,664.95	62,108.00	-57,443.05	7.5%
01-5800	OASDI - EMPLOYER	89,751.18	98,591.00	-8,839.82	91.0%
01-5810	MEDICARE - EMPLOYER	21,124.98	23,058.00	-1,933.02	91.6%

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
01-5820	GR0UP MEDICAL INSURANCE	224,199.97	233,319.00	-9,119.03	96.1%
01-5830	GR0UP LIFE INSURANCE	1,028.51	979.00	49.51	105.1%
01-5840	PERSI EMPLOYER 401(a)	168,187.20	182,479.00	-14,291.80	92.2%
01-5850	W0RKERS' C0MPENSATI0N INS.	25,536.81	25,756.00	-219.19	99.1%
01-5860	GROUP DENTAL/VISION INSURANCE	18,049.79	22,676.00	-4,626.21	79.6%
01-6000	LAW ENFORCEMENT SERVICES	2,558,929.31	2,558,929.00	.31	100.0%
01-6005	ANIMAL CONTROL SERVICES	109,539.96	109,540.00	-.04	100.0%
01-6020	CAPITAL IMPR0VEMENTS	.00	.00	.00	.00
01-6025	JANITORIAL	12,184.48	18,166.00	-5,981.52	67.1%
01-6027	CODE ABATEMENT EXPENSE	.00	600.00	-600.00	.00
01-6036	PUBLIC TRANSPORTATION	.00	10,000.00	-10,000.00	.00
01-6045	C0NTINGENCY	150,045.65	3,539,073.00	-3,389,027.35	4.2%
01-6052	CONTRACT SERVICES	321,464.95	293,160.00	28,304.95	109.7%
01-6070	D0NATI0NS EXPENSE	26,737.44	33,029.00	-6,291.56	81.0%
01-6075	DUES & MEMBERSHIPS	60,573.04	68,737.00	-8,163.96	88.1%
01-6085	ELECTI0N EXPENSES	.00	750.00	-750.00	.00
01-6097	DEPOSITS ON ACCOUNT	.00	.00	.00	.00
01-6125	LEGAL PUBLICATI0NS	23,441.80	29,300.00	-5,858.20	80.0%
01-6130	LIABILITY & PR0PERTY INSURANCE	34,756.68	34,756.00	.68	100.0%
01-6135	PUBLIC ENTERTAINMENT	15,372.52	22,000.00	-6,627.48	69.9%
01-6140	MAINT. & REPAIR BUILDING	27,589.94	18,600.00	8,989.94	148.3%
01-6141	IT SMALL EQUIPMENT	5,182.44	7,350.00	-2,167.56	70.5%
01-6142	MAINT. & REPAIR - EQUIPMENT	37,140.50	44,660.00	-7,519.50	83.2%
01-6150	MAINTENANCE & REPAIRS - SYSTEM	97,074.82	115,900.00	-18,825.18	83.8%
01-6155	MEETINGS/COMMITTEES	5,306.66	19,663.00	-14,356.34	27.0%
01-6160	MISCELLANE0US EXPENSES	9,110.07	34,850.00	-25,739.93	26.1%
01-6165	OFFICE SUPPLIES	15,689.17	26,666.00	-10,976.83	58.8%
01-6166	PP&E PURCHASES - OPERATIONS	.00	.00	.00	.00
01-6175	SMALL TOOLS	24,447.65	33,570.00	-9,122.35	72.8%
01-6188	SIGNAGE	200.00	3,150.00	-2,950.00	6.3%
01-6190	P0STAGE & BILLING	26,462.94	18,500.00	7,962.94	143.0%
01-6202	PR0FESSI0NAL SERVICES	98,301.05	82,500.00	15,801.05	119.2%
01-6203	PROSECUTORIAL SERVICES	54,000.00	54,000.00	.00	100.0%
01-6211	RENT-BUILDINGS & LAND	1,933.50	2,082.00	-148.50	92.9%
01-6212	RENT-EQUIPMENT	27,228.63	33,800.00	-6,571.37	80.6%
01-6230	SAFETY TRAINING & EQUIPMENT	1,724.81	4,600.00	-2,875.19	37.5%
01-6255	TELEPH0NE	18,060.71	24,850.00	-6,789.29	72.7%
01-6265	TRAINING & SCH00LING	5,980.60	22,685.00	-16,704.40	26.4%
01-6270	TRAVEL	1,782.60	7,300.00	-5,517.40	24.4%

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
01-6280	UNEMPL0YMENT EXPENSES	4,779.76	7,000.00	-2,220.24	68.3%
01-6285	UNIF0RMS	3,016.17	2,800.00	216.17	107.7%
01-6290	UTILITIES	126,638.49	147,000.00	-20,361.51	86.1%
01-6300	FUEL	24,767.46	22,500.00	2,267.46	110.1%
01-6305	VEHICLE MAINTENANCE & REPAIRS	5,607.41	9,200.00	-3,592.59	61.0%
01-6400	TRANSFERS OUT	1,113,603.72	1,118,269.00	-4,665.28	99.6%
01-6500	CASH OVER/SHORT	14.29	50.00	-35.71	28.6%
01-6505	BANK FEES	40,697.86	36,000.00	4,697.86	113.0%
Total Expenditure:		7,102,089.55	10,792,622.00	-3,690,532.45	65.8%
Net Total GENERAL FUND:		1,759,409.13	.00	1,759,409.13	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
GRANT FUND					
03-4200	GRANT REVENUE	.00	896,856.00	-896,856.00	.00
03-4215	CARES ACT AND ARPA	2,572,027.24	.00	2,572,027.24	.00
03-4216	REV.- DOWNTOWN REVITALIZATION	1,370,838.20	.00	1,370,838.20	.00
03-4221	REVENUE-MOVIES IN THE PARK	2,500.00	.00	2,500.00	.00
03-4222	REVENUE-MAYOR'S TABLE EVENT	.00	.00	.00	.00
03-4225	REVENUE - ART SHOWS	198.50	.00	198.50	.00
03-4227	REV - DNTWN REVIT ART-TTV	.00	.00	.00	.00
03-4230	REVENUE-COMMUNITY EVENTS	15,071.00	.00	15,071.00	.00
03-4285	MISCELLANE0US INC0ME	6,505.50	.00	6,505.50	.00
Total Revenue:		3,967,140.44	896,856.00	3,070,284.44	442.3%
03-6160	MISCELLANE0US EXPENSES	6,505.50	.00	6,505.50	.00
03-6354	GRANT EXPENDITURES	.00	896,856.00	-896,856.00	.00
03-6366	EXPEND. - BE OUTSIDE IDAHO	300.12	.00	300.12	.00
03-6369	CARES ACT CFAC REIMBURSEMENT	178,330.45	.00	178,330.45	.00
03-6370	EXP. - DOWNTOWN REVITALIZATION	88,368.87	.00	88,368.87	.00
03-6375	EXPENDITURE-MOVIES IN THE PAR	.00	.00	.00	.00
03-6379	EXPENDITURES - ART SHOWS	206.56	.00	206.56	.00
03-6384	EXP-COMMUNITY EVENTS	18,159.86	.00	18,159.86	.00
Total Expenditure:		291,871.36	896,856.00	-604,984.64	32.5%
Net Total GRANT FUND:		3,675,269.08	.00	3,675,269.08	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
LATE COMERS FEE FUND					
05-4173	INTEREST REVENUE	28,317.21	25,000.00	3,317.21	113.3%
05-4504	WATER MAIN CAPACITY FEE	1,213,701.12	932,589.00	281,112.12	130.1%
05-4604	SEWER MAIN CAPACITY FEE	1,108,663.00	718,162.00	390,501.00	154.4%
05-4704	PRESSURE IRRIG CAPACITY FEE	546,278.55	410,226.00	136,052.55	133.2%
05-4950	CARRY 0VER BALANCE	.00	3,492,098.00	-3,492,098.00	.00
Total Revenue:		2,896,959.88	5,578,075.00	-2,681,115.12	51.9%
05-6045	CONTINGENCY	.00	2,378,255.00	-2,378,255.00	.00
05-6160	MISCELLANEOUS EXPENDITURES	16.82	.00	16.82	.00
05-6305	WATER MAIN CAPACITY REIMBBURSE	1,070,505.91	.00	1,070,505.91	.00
05-6306	SEWER MAIN CAPACITY REIMBURSE	119,305.45	2,792,648.00	-2,673,342.55	4.3%
05-6307	PR IRR MAIN CAPACITY REIMBURSE	303,393.95	407,172.00	-103,778.05	74.5%
Total Expenditure:		1,493,222.13	5,578,075.00	-4,084,852.87	26.8%
Net Total LATE COMERS FEE FUND:		1,403,737.75	.00	1,403,737.75	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
WATER FUND					
20-4173	INTEREST REVENUE	80,041.93	75,000.00	5,041.93	106.7%
20-4185	MISCELLANEOUS INCOME	120,811.60	70,000.00	50,811.60	172.6%
20-4358	DEVELOPMENT SUPPORT SERVICES	2,520.00	1,700.00	820.00	148.2%
20-4500	METERED WATER SALES	2,453,378.04	2,391,048.00	62,330.04	102.6%
20-4503	NEW METER	272,947.00	240,487.00	32,460.00	113.5%
20-4505	NEW SERVICE CONNECTION	921,179.72	804,176.00	117,003.72	114.5%
20-4507	WATER TOKEN SALES - BULK WATER	106,055.74	39,953.00	66,102.74	265.5%
20-4510	SERVICE RECONNECT FEES	9,127.73	13,200.00	-4,072.27	69.1%
20-4550	INSPECTIONS REVENUE	79,880.00	65,334.00	14,546.00	122.3%
20-4775	LATE PAYMENT FEE	22,770.35	27,000.00	-4,229.65	84.3%
20-4950	CARRY 0VER BALANCE	.00	8,376,718.00	-8,376,718.00	.00
Total Revenue:		4,068,712.11	12,104,616.00	-8,035,903.89	33.6%
20-5000	SAL. & WAGES-ELECTED OFFICIALS	4,639.15	4,393.00	246.15	105.6%
20-5005	SALARIES & WAGES - STAFF	609,658.54	642,870.00	-33,211.46	94.8%
20-5795	OVERTIME SALARIES & WAGES	14,110.02	16,072.00	-1,961.98	87.8%
20-5800	OASDI - EMPLOYER	37,980.74	41,127.00	-3,146.26	92.3%
20-5810	MEDICARE - EMPLOYER	8,882.61	9,618.00	-735.39	92.4%
20-5820	GR0UP MEDICAL INSURANCE	87,069.26	88,399.00	-1,329.74	98.5%
20-5830	GR0UP LIFE INSURANCE	379.10	405.00	-25.90	93.6%
20-5840	PERSI EMPLOYER 401(a)	74,312.45	79,203.00	-4,890.55	93.8%
20-5850	W0RKERS' C0MPENSATI0N INS.	16,269.57	20,171.00	-3,901.43	80.7%
20-5860	GROUP DENTAL/VISION INSURANCE	7,646.05	9,500.00	-1,853.95	80.5%
20-6020	CAPITAL IMPR0VEMENTS	703,500.21	2,084,200.00	-1,380,699.79	33.8%
20-6025	JANITORIAL	4,137.06	7,000.00	-2,862.94	59.1%
20-6045	C0NTINGENCY	63,749.30	8,248,194.00	-8,184,444.70	0.8%
20-6050	C0NTRACT LAB0R	.00	1,500.00	-1,500.00	.00
20-6052	CONTRACT SERVICES	11,867.84	20,000.00	-8,132.16	59.3%
20-6060	DEQ ASSESSMENT FEES	24,000.00	30,671.00	-6,671.00	78.2%
20-6065	DIG LINE EXPENSE	4,153.77	29,000.00	-24,846.23	14.3%
20-6075	DUES & MEMBERSHIPS	4,219.66	2,800.00	1,419.66	150.7%
20-6095	BAD DEBT EXPENSE	381.58	300.00	81.58	127.2%
20-6125	LEGAL PUBLICATI0NS	607.17	1,000.00	-392.83	60.7%
20-6130	LIABILITY & PR0PERTY INSURANCE	20,148.80	20,149.00	-.20	100.0%
20-6131	INSURANCE CLAIMS PAID	.00	500.00	-500.00	.00
20-6140	MAINT. & REPAIR BUILDING	16,161.87	14,950.00	1,211.87	108.1%

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
20-6141	IT SMALL EQUIPMENT	6,016.58	9,702.00	-3,685.42	62.0%
20-6142	MAINT. & REPAIRS- EQUIPMENT	21,487.81	12,500.00	8,987.81	171.9%
20-6150	M & R - SYSTEM	104,851.39	133,000.00	-28,148.61	78.8%
20-6151	M & R - PROCESS CHEMICALS	15,024.67	30,000.00	-14,975.33	50.1%
20-6152	M & R - LABORATORY COSTS	3,087.50	10,920.00	-7,832.50	28.3%
20-6155	MEETINGS/COMMITTEES	98.69	1,050.00	-951.31	9.4%
20-6160	MISCELLANE0US EXPENSES	2,777.57	20,000.00	-17,222.43	13.9%
20-6165	0FFICE SUPPLIES	4,086.81	8,000.00	-3,913.19	51.1%
20-6166	PP&E PURCHASES OPERATIONS	74,701.19	197,160.00	-122,458.81	37.9%
20-6175	SMALL TOOLS	4,454.69	15,000.00	-10,545.31	29.7%
20-6190	P0STAGE & BILLING	18,164.55	27,500.00	-9,335.45	66.1%
20-6202	PROFESSIONAL SERVICES	19,490.87	32,000.00	-12,509.13	60.9%
20-6211	RENT-BUILDINGS & LAND	1,386.00	1,512.00	-126.00	91.7%
20-6212	RENT - EQUIPMENT	434.04	3,000.00	-2,565.96	14.5%
20-6230	SAFETY TRAINING & EQUIPMENT	2,445.00	2,750.00	-305.00	88.9%
20-6255	TELEPH0NE EXPENSE	12,376.53	17,500.00	-5,123.47	70.7%
20-6265	TRAINING & SCH00LING EXPENSE	2,543.46	6,500.00	-3,956.54	39.1%
20-6270	TRAVEL EXPENSES	360.71	1,200.00	-839.29	30.1%
20-6285	UNIF0RMS EXPENSE	935.20	4,800.00	-3,864.80	19.5%
20-6290	UTILITIES EXPENSE	120,467.55	150,000.00	-29,532.45	80.3%
20-6300	FUEL	12,774.60	14,500.00	-1,725.40	88.1%
20-6305	VEHICLE MAINTENANCE & REPAIRS	7,078.13	6,500.00	578.13	108.9%
20-6505	BANK FEES	30,968.01	27,500.00	3,468.01	112.6%
Total Expenditure:		2,179,886.30	12,104,616.00	-9,924,729.70	18.0%
Net Total WATER FUND:		1,888,825.81	.00	1,888,825.81	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
SEWER FUND					
21-4173	INTEREST REVENUE	45,048.52	50,000.00	-4,951.48	90.1%
21-4185	MISCELLANEOUS INCOME	109,089.52	50,000.00	59,089.52	218.2%
21-4358	DEVELOPMENT SUPPORT SERVICES	2,520.00	1,500.00	1,020.00	168.0%
21-4505	NEW SERVICE CONNECTION	29.60	.00	29.60	.00
21-4510	SERVICE RECONNECT FEES	15,671.61	17,000.00	-1,328.39	92.2%
21-4550	INSPECTIONS REVENUE	66,977.78	35,000.00	31,977.78	191.4%
21-4600	SEWER USER FEES	4,240,996.97	3,888,000.00	352,996.97	109.1%
21-4606	LID REDUCED SEWER CONNECTION	1,296,457.98	825,000.00	471,457.98	157.1%
21-4640	FARM REVENUE	122,044.19	102,714.00	19,330.19	118.8%
21-4775	LATE PAYMENT FEE	40,177.71	35,000.00	5,177.71	114.8%
21-4950	CARRY 0VER BALANCE	.00	4,967,275.00	-4,967,275.00	.00
Total Revenue:		5,939,013.88	9,971,489.00	-4,032,475.12	59.6%
21-5000	SAL. & WAGES-ELECTED OFFICIALS	3,912.56	4,393.00	-480.44	89.1%
21-5005	SALARIES & WAGES - STAFF	687,160.77	717,897.00	-30,736.23	95.7%
21-5795	OVERTIME SALARIES & WAGES	7,843.24	17,947.00	-10,103.76	43.7%
21-5800	OASDI - EMPLOYER	42,749.98	45,895.00	-3,145.02	93.1%
21-5810	MEDICARE - EMPLOYER	9,998.08	10,733.00	-734.92	93.2%
21-5820	GR0UP MEDICAL INSURANCE	97,031.79	106,587.00	-9,555.21	91.0%
21-5830	GR0UP LIFE INSURANCE	439.54	460.00	-20.46	95.6%
21-5840	PERSI EMPLOYER 401(a)	83,589.06	88,386.00	-4,796.94	94.6%
21-5850	W0RKERS' C0MPENSATI0N INS.	12,785.70	13,912.00	-1,126.30	91.9%
21-5860	GROUP DENTAL/VISION INSURANCE	7,549.94	8,419.00	-869.06	89.7%
21-6020	CAPITAL IMPR0VEMENTS	396,667.75	1,882,200.00	-1,485,532.25	21.1%
21-6025	JANITORIAL	4,132.26	7,000.00	-2,867.74	59.0%
21-6045	C0NTINGENCY	123,569.98	5,708,842.00	-5,585,272.02	2.2%
21-6050	C0NTRACT LAB0R	.00	2,000.00	-2,000.00	.00
21-6052	C0NTRACT SERVICES	11,867.84	17,000.00	-5,132.16	69.8%
21-6065	DIG LINE EXPENSE	4,153.77	3,500.00	653.77	118.7%
21-6075	DUES & MEMBERSHIPS	3,836.86	3,500.00	336.86	109.6%
21-6090	FARM EXPENDITURES	96,639.01	102,714.00	-6,074.99	94.1%
21-6095	BAD DEBT EXPENSE	36.60	.00	36.60	.00
21-6097	DEPOSITS ON ACCOUNT	2,800.00	.00	2,800.00	.00
21-6125	LEGAL PUBLICATI0NS EXPENSE	1,733.62	1,300.00	433.62	133.4%
21-6130	LIABILITY & PR0PERTY INSURANCE	41,305.06	41,305.00	.06	100.0%
21-6131	INSURANCE CLAIMS PAID	.00	500.00	-500.00	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
21-6140	MAINT & REPAIR BUILDING	28,841.86	25,000.00	3,841.86	115.4%
21-6141	IT SMALL EQUIPMENT	3,545.87	9,702.00	-6,156.13	36.5%
21-6142	MAINT. & REPAIRS - EQUIPMENT	55,127.17	60,000.00	-4,872.83	91.9%
21-6150	M & R - SYSTEM	151,186.65	155,210.00	-4,023.35	97.4%
21-6151	M & R - PROCESS CHEMICALS	196,063.47	119,427.00	76,636.47	164.2%
21-6152	M & R - LABORATORY COSTS	37,262.23	28,000.00	9,262.23	133.1%
21-6153	M & R - SLUDGE DISPOSAL	63,591.66	37,500.00	26,091.66	169.6%
21-6155	MEETINGS/COMMITTEES	98.69	1,450.00	-1,351.31	6.8%
21-6160	MISCELLANE0US EXPENSES	15,319.78	35,000.00	-19,680.22	43.8%
21-6165	OFFICE SUPPLIES	5,220.49	8,500.00	-3,279.51	61.4%
21-6166	PP&E PURCHASES - OPERATIONS	111,362.12	259,260.00	-158,672.68	38.8%
21-6175	SMALL TOOLS	9,884.54	16,500.00	-6,615.46	59.9%
21-6190	P0STAGE & BILLING	18,164.55	27,500.00	-9,335.45	66.1%
21-6202	PR0FESSI0NAL SERVICES	56,803.14	25,000.00	31,803.14	227.2%
21-6211	RENT - BUILDINGS & LAND	1,336.50	2,400.00	-1,063.50	55.7%
21-6212	RENT- EQUIPMENT	569.04	3,000.00	-2,430.96	19.0%
21-6230	SAFETY TRAINING & EQUIPMENT	9,934.25	3,500.00	6,434.25	283.8%
21-6255	TELEPH0NE EXPENSE	14,239.93	20,000.00	-5,760.07	71.2%
21-6265	TRAINING & SCH00LING EXPENSE	3,577.31	2,500.00	1,077.31	143.1%
21-6270	TRAVEL EXPENSES	360.71	750.00	-389.29	48.1%
21-6285	UNIF0RMS EXPENSE	1,694.38	4,800.00	-3,105.62	35.3%
21-6290	UTILITIES EXPENSE	314,831.21	280,000.00	34,831.21	112.4%
21-6300	FUEL	17,377.42	19,500.00	-2,122.58	89.1%
21-6305	VEHICLE MAINTENANCE & REPAIRS	11,846.14	15,000.00	-3,153.86	79.0%
21-6505	BANK FEES	30,968.01	27,500.00	3,468.01	112.6%
Total Expenditure:		2,799,010.53	9,971,489.00	-7,183,253.27	28.0%
Net Total SEWER FUND:		3,140,003.35	.00	3,150,778.15	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
PRESSURE IRRIGATION FUND					
25-4173	INTEREST REVENUE	35,197.73	35,000.00	197.73	100.6%
25-4177	GRAVITY IRRIGATI0N USER FEES	21,175.57	18,000.00	3,175.57	117.6%
25-4185	MISCELLANEOUS INCOME	27,973.03	20,000.00	7,973.03	139.9%
25-4358	DEVELOPMENT SUPPORT SERVICES	960.00	700.00	260.00	137.1%
25-4505	NEW SERVICE CONNECTION	1,125,646.30	636,488.00	489,158.30	176.9%
25-4510	SERVICE RECONNECT FEES	3,200.66	4,000.00	-799.34	80.0%
25-4550	INSPECTION REVENUE	98,353.90	30,000.00	68,353.90	327.8%
25-4700	PRESS. IRRIGATI0N USER FEES	888,157.50	780,000.00	108,157.50	113.9%
25-4775	LATE PAYMENT FEE	8,165.99	10,000.00	-1,834.01	81.7%
25-4950	CARRY 0VER BALANCE	.00	3,634,872.00	-3,634,872.00	.00
Total Revenue:		2,208,830.68	5,169,060.00	-2,960,229.32	42.7%
25-5000	SAL. & WAGES-ELECTED OFFICIALS	2,018.70	2,197.00	-178.30	91.9%
25-5005	SALARIES & WAGES - STAFF	155,500.21	161,164.00	-5,663.79	96.5%
25-5795	OVERTIME WAGES EXPENSE	3,564.42	4,028.00	-463.58	88.5%
25-5800	OASDI - EMPLOYER	9,746.02	10,378.00	-631.98	93.9%
25-5810	MEDICARE - EMPLOYER	2,278.74	2,427.00	-148.26	93.9%
25-5820	GR0UP MEDICAL INSURANCE	23,277.39	25,000.00	-1,722.61	93.1%
25-5830	GR0UP LIFE INSURANCE	100.61	106.00	-5.39	94.9%
25-5840	PERSI EMPLOYER (401a)	19,006.21	19,987.00	-980.79	95.1%
25-5850	W0RKERS' C0MPENSATI0N INS.	3,902.41	5,212.00	-1,309.59	74.9%
25-5860	GROUP DENTAL/VISION INSURANCE	2,013.47	3,500.00	-1,486.53	57.5%
25-6020	CAPITAL IMPR0VEMENTS	23,582.14	586,600.00	-563,017.86	4.0%
25-6025	JANITORIAL	1,584.44	4,000.00	-2,415.56	39.6%
25-6045	C0NTINGENCY FUND	14,100.00	3,805,707.00	-3,791,607.00	0.4%
25-6050	C0NTRACT LAB0R	.00	1,000.00	-1,000.00	.00
25-6052	C0NTRACT SERVICES	4,728.50	6,700.00	-1,971.50	70.6%
25-6065	DIG LINE EXPENSE	1,582.34	1,500.00	82.34	105.5%
25-6075	DUES & MEMBERSHIPS EXPENSE	1,497.01	500.00	997.01	299.4%
25-6095	BAD DEBT EXPENSE	-9.54	.00	-9.54	.00
25-6115	MAINT & REPAIR-SYSTEM-GRAVITY	.00	2,500.00	-2,500.00	.00
25-6116	IRRIGATION / WATER COSTS	150,079.55	150,545.00	-465.45	99.7%
25-6125	LEGAL PUBLICATI0NS	4,057.09	1,900.00	2,157.09	213.5%
25-6130	LIABILITY & PR0PERTY INSURANCE	4,533.46	4,533.00	.46	100.0%
25-6131	INSURANCE CLAIMS PAID	.00	300.00	-300.00	.00
25-6140	MAINT & REPAIR BUILDING	5,367.47	3,300.00	2,067.47	162.7%

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
25-6141	IT SMALL EQUIPMENT	3,834.60	2,646.00	1,188.60	144.9%
25-6142	MAINT. & REPAIRS - EQUIPMENT	7,017.73	8,800.00	-1,782.27	79.7%
25-6150	MAINT. & REPAIRS - SYSTEM (PI)	30,989.52	75,000.00	-44,010.48	41.3%
25-6155	MEETING/COMMITTEES	38.50	650.00	-611.50	5.9%
25-6160	MISCELLANE0US EXPENSES	1,168.53	20,000.00	-18,831.47	5.8%
25-6165	OFFICE SUPPLIES	1,500.07	3,600.00	-2,099.93	41.7%
25-6166	PP&E PURCHASES - OPERATIONS	47,134.76	66,080.00	-18,945.24	71.3%
25-6175	SMALL TOOLS	729.31	6,725.00	-5,995.69	10.8%
25-6190	P0STAGE & BILLING	7,047.13	9,500.00	-2,452.87	74.2%
25-6202	PROFESSIONAL SERVICES	7,477.26	11,500.00	-4,022.74	65.0%
25-6211	RENT - BUILDINGS & LAND	594.00	950.00	-356.00	62.5%
25-6212	RENT - EQUIPMENT	182.66	1,200.00	-1,017.34	15.2%
25-6230	SAFETY TRAINING & EQUIPMENT	500.40	900.00	-399.60	55.6%
25-6255	TELEPH0NE EXPENSE	4,141.80	4,520.00	-378.20	91.6%
25-6265	TRAINING & SCH00LING EXPENSE	582.98	930.00	-347.02	62.7%
25-6270	TRAVEL EXPENSES	98.62	200.00	-101.38	49.3%
25-6285	UNIF0RMS EXPENSE	289.41	900.00	-610.59	32.2%
25-6290	UTILITIES EXPENSE	155,030.32	135,000.00	20,030.32	114.8%
25-6300	FUEL	3,043.62	4,000.00	-956.38	76.1%
25-6305	VEHICLE MAINTENANCE & REPAIR	1,514.55	1,375.00	139.55	110.1%
25-6505	BANK FEES	12,195.17	11,500.00	695.17	106.0%
Total Expenditure:		717,621.58	5,169,060.00	-4,451,438.42	13.9%
Net Total PRESSURE IRRIGATION FUND:		1,491,209.10	.00	1,491,209.10	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
SOLID WASTE FUND					
26-4173	INTEREST INC0ME	89.60	200.00	-110.40	44.8%
26-4950	CARRYOVER	.00	90,000.00	-90,000.00	.00
26-4975	SOLID WASTE USER FEES	2,760,093.40	2,399,301.00	360,792.40	115.0%
Total Revenue:		2,760,183.00	2,489,501.00	270,682.00	110.9%
26-6045	CONTINGENCY	.00	126,171.00	-126,171.00	.00
26-6095	BAD DEBT EXPENSE	33.25	.00	33.25	.00
26-6190	POSTAGE & BILLING	.00	.00	.00	.00
26-7000	SOLID WASTE SERVICE FEES	2,729,216.43	2,363,330.00	365,886.43	115.5%
Total Expenditure:		2,729,249.68	2,489,501.00	239,748.68	109.6%
Net Total SOLID WASTE FUND:		30,933.32	.00	30,933.32	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
GOVERNMENTAL CAP. PROJ. FUND					
40-4900	TRANSFERS IN	1,088,269.00	1,118,269.00	-30,000.00	97.3%
40-4950	CARRY OVER	.00	696,070.00	-696,070.00	.00
Total Revenue:		1,088,269.00	1,814,339.00	-726,070.00	60.0%
40-6020	CAPITAL IMPROVEMENTS	653,438.72	1,576,269.00	-922,830.28	41.5%
40-6045	CONTINGENCY	.00	10,383.00	-10,383.00	.00
40-6166	PP&E PURCHASES OPERATIONS	34,306.10	131,000.00	-96,693.90	26.2%
40-6400	TRANSFERS OUT	67,289.21	96,687.00	-29,397.79	69.6%
Total Expenditure:		755,034.03	1,814,339.00	-1,059,304.97	41.6%
Net Total GOVERNMENTAL CAP. PROJ. FUND:		333,234.97	.00	333,234.97	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
PARK IMPACT FEE/CAP PROJ FUND					
50-4173	INTEREST INCOME	5,437.86	15,000.00	-9,562.14	36.3%
50-4650	PARK IMPACT FEE REVENUE	756,834.00	699,555.00	57,279.00	108.2%
50-4950	CARRY 0VER	.00	1,661,928.00	-1,661,928.00	.00
Total Revenue:		762,271.86	2,376,483.00	-1,614,211.14	32.1%
50-6045	CONTINGENCY	.00	2,376,483.00	-2,376,483.00	.00
Total Expenditure:		.00	2,376,483.00	-2,376,483.00	.00
Net Total PARK IMPACT FEE/CAP PROJ FUND:		762,271.86	.00	762,271.86	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
POLICE IMPACT FEE FUND					
51-4650	POLICE IMPACT FEE REVENUE	75,200.76	57,526.00	17,674.76	130.7%
51-4950	CARRY 0VER	.00	70,257.00	-70,257.00	.00
Total Revenue:		75,200.76	127,783.00	-52,582.24	58.9%
51-6045	CONTINGENCY	.00	127,783.00	-127,783.00	.00
Total Expenditure:		.00	127,783.00	-127,783.00	.00
Net Total POLICE IMPACT FEE FUND:		75,200.76	.00	75,200.76	.00

Account Number	Account Title	Actual YTD	2020-21 Budget	Annual Budget Remaining	Percentage
URBAN RENEWAL DISTRICT					
52-4650	URBAN RENEWAL REVENUE	25,334.72	.00	25,334.72	.00
Total Revenue:		25,334.72	.00	25,334.72	.00
52-6045	CONTINGENCY	25,334.72	.00	25,334.72	.00
Total Expenditure:		25,334.72	.00	25,334.72	.00
Net Total URBAN RENEWAL DISTRICT:		.00	.00	.00	.00
Net Grand Totals:		14,560,095.13	.00	14,570,869.93	.00

Report Criteria:
Accounts to include: With balances or activity
Print Fund Titles
Page and Total by Fund
Include Accounts: None
All Segments Tested for Total Breaks

P.O. BOX 13
KUNA ID 83634
(208)922-5546
www.KunaCity.id.gov

Mayor
Joe Stear

City Council
Members
Richard Cardoza
Warren Christensen
Greg McPherson
John Laraway

City of Kuna

Mayor and Council:

As supply chain constraints continue, one project that was not rolled over during the budgeting process this summer was the Solids Waste Trailer. This project was planned due to rises in charges to remove solid waste by J&M Sanitation, the increase of which has become untenable for long-term viability.

Additionally, the City ordered this trailer in April 2021 as a special order through Western Trailer and previously paid a deposit of $10,774.80 to secure the trailer. The reauthorization of this project will help stabilize the expense of sludge removal, as the cost of this has nearly doubled since the Fiscal 2019 year.

Respectfully, I submit for reauthorization of this project under sewer fund contingency.

Cordially,

Jared Empey
City Treasurer

STATE OF IDAHO
County of Ada } SS.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, do hereby state that the attached is a true and complete abstract of all votes cast within this county at the KUNA CITY MUNICIPAL ELECTION, held November 2, 2021 as shown by the records now on file in the County Clerk's Office.

Rod Beck (Chairman)

Ryan Davidson

Kendra Kenyon

County Board of Canvassers

ATTEST: _____
Clerk

by Trent Tripple, Chief Deputy

STATE OF IDAHO
County of Ada } SS.

I, Phil McGrane, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes cast as shown by the record of the Board of Canvassers filed in my office this 10th day of November, 2021.

_____
County Clerk

by Trent Tripple, Chief Deputy

Ada County
Clerk's Office
Elections

Phil McGrane, JD, MPA
Clerk of the District Court

Trent Tripple
Chief Deputy

400 N. Benjamin Ln., Ste. 100, Boise, Idaho 83704 Phone (208) 287-6860 Fax (208) 287-6939

STATE OF IDAHO }
SS.
County of Ada

I, Phil McGrane, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates as they appeared on the election ballot on November 2, 2021 for the KUNA CITY MUNICIPAL ELECTION as shown by the record of the Board of Canvassers filed in my office this 10th day of November 2021.

County Clerk

Official Results

Run time : 7:51:14 AM

Run Date: 11/10/2021

ADA COUNTY, IDAHO
November 2021 Consolidated Election
11/02/2021

Official Results

Registered Voters
65,149 of 274,027 = 23.8%

Precincts Reporting 147 of 147=100.0%

KUNA CITY COUNCIL (VOTE FOR TWO)

	Total Votes		Absentee Voting		Early Voting		Election Day Voting	
Tyson Garten	478	16.1%	50	18.8%	28	12.6%	400	16.1%
Martha Drake	435	14.6%	63	23.7%	39	17.5%	333	13.4%
John B Laraway	730	24.6%	77	28.9%	57	25.6%	596	24.0%
Jeff Marler	587	19.8%	39	14.7%	50	22.4%	498	20.1%
Chris Bruce	740	24.9%	37	13.9%	49	22.0%	654	26.4%
Votes Cast:	2,970		266		223		2,481	

MERIDIAN CITY COUNCIL SEAT 2

	Total Votes		Absentee Voting		Early Voting		Election Day Voting	
Joe Borton	7,759	58.7%	1,248	80.8%	1,002	67.6%	5,509	54.0%
Hunter Wolf	5,467	41.3%	296	19.2%	480	32.4%	4,691	46.0%
Votes Cast:	13,226		1,544		1,482		10,200	

MERIDIAN CITY COUNCIL SEAT 4

	Total Votes		Absentee Voting		Early Voting		Election Day Voting	
Treg A. Bernt	6,832	51.0%	1,108	70.7%	852	56.8%	4,872	47.2%
Adam L. Nelson	6,560	49.0%	459	29.3%	647	43.2%	5,454	52.8%
Votes Cast:	13,392		1,567		1,499		10,326	

(Space above reserved for recording)

ORDINANCE 2021-33
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [AMH DEVELOPMENT 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 AMH DEVELOPMENT 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 BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as AMH DEVELOPMENT 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 Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 7th day of December 2021.

ATTEST: CITY OF KUNA, Ada County, Idaho

_____
Joe L. Stear, Mayor

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON AMH DEVELOPMENT LLC SADIE CREEK ESTATES SUBDIVISION NO. 2

A parcel of land, situated in the N1/2 of the SE1/4 of Section 25, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

COMMENCING at a 5/8 inch rebar marking the southeast corner of the NE1/4 of the SE1/4 (S1/16), from which 5/8 inch rebar marking the southeast corner of said Section 13 bears S.00°08'50"W., 1323.93 feet; thence along the south boundary of said NE1/4 of the SE1/4;

A) N.89°01'53"W., 102.00 feet to the **POINT OF BEGINNING**; thence continuing,

1) N.89°01'53"W., 1213.35 feet to the southeast corner of Sadie Creek Subdivision No.1, recorded in Book 100 of Plats, at Pages 12931-12935, records of Ada County, Idaho, from which the SE1/16 corner of said Section 25 bears, N.89°01'53"W., 9.53 feet; thence along the east boundary of said Sadie Creek Subdivision No.1,

2) N.00°07'53"E., 1301.83 feet to the beginning of a non-tangent curve; thence,

3) Northwesterly along said curve to the left, having a radius of 8462.97 feet, an arc length of 42.02 feet, through a central angle of 00°17'04" and a long chord which bears N.52°08'40"W., 42.02 feet to a 5/8 inch rebar on the north boundary of said N1/2 of the SE1/4; thence along said boundary,

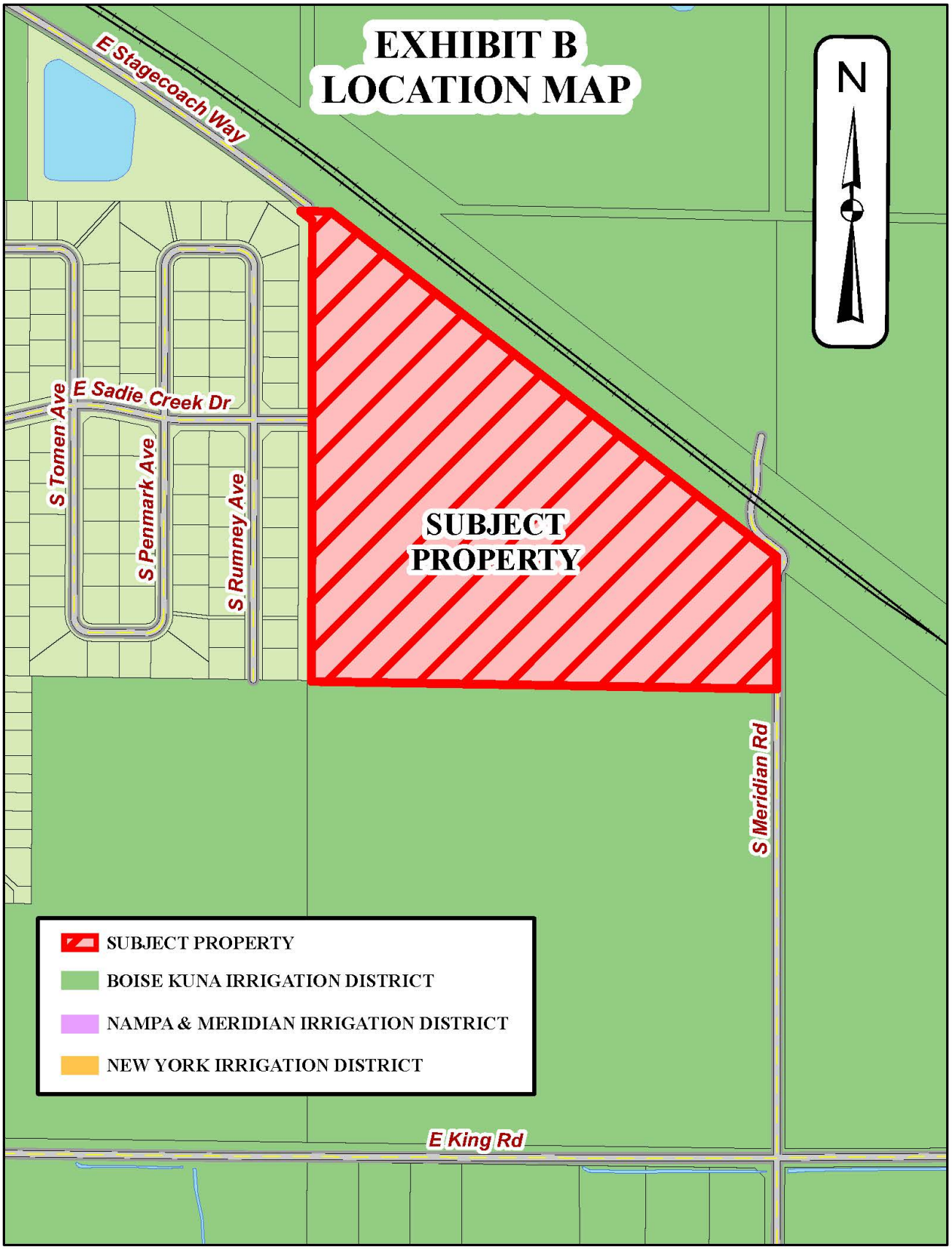
4) S.88°48'36"E., 84.36 feet to a 5/8 inch rebar on the south right-of-way of the Union Pacific Railroad and the beginning of a non-tangent curve; thence along said right-of-way,

5) Southeasterly along said curve to the right, having a radius of 8512.97 feet, an arc length of 0.69 feet, through a central angle of 00°00'17" and a long chord which bears S.52°14'06"E., 0.69 feet; thence,

6) S.52°13'58"E., 1423.96 feet to the west right-of-way of South Meridian Road; thence, along said right-of-way,

7) S.03°57'49"E., 474.97 feet to the to the **POINT OF BEGINNING**

SAID PARCEL CONTAINS: 25.06 acres, more or less


EXHIBIT B
LOCATION MAP
N
E Stagecoach Way
E Sadie Creek Dr
S Tomen Ave
S Penmark Ave
S Rumney Ave
SUBJECT
PROPERTY
S Meridian Rd
E King Rd
SUBJECT PROPERTY
BOISE KUNA IRRIGATION DISTRICT
NAMPA & MERIDIAN IRRIGATION DISTRICT
NEW YORK IRRIGATION DISTRICT

(Space above reserved for recording)

ORDINANCE NO. 2021-32A
CITY OF KUNA, IDAHO

MONTIERTH AND PLEASANT VALLEY AGRICULTURE LLC
MUNICIPAL ANNEXATION AND ZONING

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1531233600, S1531300000, S2006121115, S2006417205, S2006417265, S2007111100, S2006417500 AND S2007111200 OWNED BY RAY AND SUSAN MONTIERTH, AND S2006121150 OWNED BY PLEASANT VALLEY AGRICULTURE 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, Ray and Susan Montierth and Pleasant Valley Agriculture LLC, (The "Owners") of Ada County Assessor's Parcel Nos. S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265 and S2006417500 [legally described in Exhibit A-1 attached hereto and by this reference herein incorporated] (the "Real Properties").

WHEREAS, Ray and Susan Montierth, (The "Owners") of Ada County Assessor's Parcel Nos. S2007111100 and S2007111200 [legally described in Exhibit A-2 attached hereto and by this reference herein incorporated] (the "Real Properties").

WHEREAS, the Real Property is situated in the unincorporated area of Ada County.

WHEREAS, the owners have filed with the City the following written request and application:

- Annexation of Parcel Nos. S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265 and S2006417500 with a M-1 zoning district classification.
- Annexation of Parcel Nos. S2007111100 and S2007111200 with a M-2 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 14, 2021, which was tabled until September 28, 2021, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on October 12, 2021) where it was recommended to the Mayor and Council that the annexation for of parcel nos. S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265 and S2006417500 with M-1 Zoning District Classifications [legally described in Exhibit A-1] and parcel nos. S2007111100 and S2007111200 with M-2 Zoning District Classification [legally described in Exhibit A-2], be approved;

WHEREAS, The Council, pursuant to public notice as required by law, held a public hearing on October 19, 2021 on the Owner's application and request for the Real Properties annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on November 3, 2021) wherein the City Council determined that the Owner's written request and application for annexation of parcel nos. S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265 and S2006417500 should be granted with M-1 zoning district classifications and parcel nos. S2007111100 and S2007111200 should be granted with an M-2 zoning district classification.

WHEREAS, the zoning classifications of M-1 and M-2 are appropriate to meet the requirements of the Kuna City Code and should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Kuna City Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The Real Properties, situated in Ada County, Idaho, adjacent to and contiguous to the City, commonly known as parcel nos. S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200 and more particularly and legally described in "Exhibit A-1" and "Exhibit A-2"– Legal Descriptions and "Exhibit B" – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as M-1 and M-2, 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 M-1 and M-2 zoning land use classifications.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 7th day of December, 2021.

CITY OF KUNA

_____
Joe Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A-1
LEGAL DESCRIPTION

RAY AND SUSAN MONTIERTH AND PLEASANT VALLEY AGRICULTURE LLC
MUNICIPAL ANNEXATION WITH A M-1 ZONE

A parcel of land situated in a portion of Sections 6, Township 1 North, Range 2 East, and a portion of Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Southwest Corner of said Section 31, thence following the westerly line of said Section 31, North 0°27'47" East a distance of 2,656.49 feet to the West One Quarter Corner of said Section 31;

Thence following the westerly line of said Section 31, North 0°27'07" East a distance of 1,320.12 feet to the Northwest Corner of Government Lot 2 of said Section 31;

Thence leaving said westerly line and following the northerly line of said Government Lot 2, South 89°06'19" East a distance of 1,397.80 feet to the Northeast Corner of said Government Lot 2;

Thence leaving said northerly line and following the easterly line of said Government Lot 2, South 0°35'38" West a distance of 1,323.61 feet to the Southeast Corner of said Government Lot 2;

Thence leaving said easterly line and following the northerly line of the Southwest One Quarter of said Section 31, South 88°57'43" East a distance of 1,307.04 feet to the Center One Quarter Corner of said Section 31;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of Section 31, South 0°24'46" West a distance of 1,325.87 feet to the Northwest Corner of the Southwest One Quarter of the Southeast One Quarter of said Section 31;

Thence leaving said easterly line and following the northerly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South 88°47'54" East a distance of 1,318.72 feet to the Northeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South 0°07'25" West a distance of 1,329.94 feet to the Southeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31;

Thence leaving said easterly line and following the southerly line of said Section 31, South 88°38'42" East a distance of 925.37 feet;

Thence leaving said southerly line, South 0°27'32" West a distance of 545.00 feet;

Thence South 88°38'42" East a distance of 400.00 feet to a point on the easterly line of said Section 6;

Thence following said easterly line, South 0°27'32" West a distance of 2,107.72 feet to the East One Quarter Corner of said Section 6;

Thence following said easterly line, South 0°26'06" West a distance of 1,866.42 feet;

Thence leaving said easterly line, North 88°56'56" West a distance of 330.00 feet;

Thence South 0°26'06" West a distance of 792.00 feet to a point on the southerly line of said Section 6;

Thence following said southerly line, North 88°56'56" West a distance of 843.33 feet;

Thence leaving said southerly line, North 0°23'21" East a distance of 295.00 feet;

Thence North 88°56'56" West a distance of 295.00 feet;

Thence South 0°23'21" West a distance of 295.00 feet to a point on the said southerly line of section 6;

Thence following said southerly line, North 88°56'56" West a distance of 200.06 feet;

Thence leaving said northerly line, North 0°23'35" East a distance of 495.01 feet;

Thence South 88°56'56" East a distance of 147.50 feet;

Thence North 0°23'35" East a distance of 2,163.90 feet to a point on the southerly line of the South One Half of said Section 6;

Thence following said southerly line, North 88°55'52" West a distance of 2,441.18 feet to the Southeast Corner of Government Lot 5 of said Section 6;

Thence leaving said southerly line and following the easterly line if said Government Lot 5 & Government Lot 4 of said Section 6, North 0°24'23" East a distance of 2,663.17 feet to the Northeast Corner of Government Lot 4 of said Section 6;

Thence leaving said easterly line and following the northerly line of said Section 6, North 89°03'15" West a distance of 1,388.14 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 571.13 acres, more or less. This description is for annexation purposes only and is not intended for use to transfer title ownership or legally define parcel boundaries.

EXHIBIT A-2
LEGAL DESCRIPTION

RAY AND SUSAN MONTIERTH
MUNICIPAL ANNEXATION WITH A M-2 ZONE

A parcel of land situated in portions of Sections 7 & 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Northeast Corner of said Section 7, thence following the easterly line of said Section 7, South 0°07'01" West a distance of 2,674.00 feet to the East One Quarter Corner of said Section 7;

Thence following the easterly line of said Section 7, South 0°06'03" West a distance of 2,632.33 feet to the Southeast Corner of said Section 7;

Thence leaving said easterly line and following the easterly line of said Section 18, South 1°12'17" West a distance of 364.70 feet to a point on the northerly right-of-way line of the Union Pacific Railroad;

Thence leaving said easterly line and following said northerly right-of-way line, North 68°05'51" West a distance of 5,752.78 feet to a point on the westerly line of said Section 7;

Thence leaving said northerly line and following the westerly line of said Section 7, North 0°20'08" East a distance of 963.47 feet to the West One Quarter Corner of said Section 7;

Thence following the westerly line of said Section 7, North 0°20'06" East a distance of 2,659.42 feet to the Northwest Corner of said Section 7;

Thence leaving said westerly line and following the northerly line of said Section 7, South 88°56'59" East a distance of 2,693.27 feet to the North One Quarter Corner of said Section 7;

Thence following said northerly line, South 88°56'56" East a distance of 50.00 feet;

Thence leaving said northerly line, South 0°14'12" West a distance of 280.06 feet;

Thence South 44°37'38" East a distance of 575.09 feet;

Thence South 88°56'05" East a distance of 352.75 feet;

Thence North 0°14'10" East a distance of 681.99 feet to a point on the said northerly line of Section 7;

Thence following said northerly line, South 88°56'56" East a distance of 1,833.28 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

A parcel of land situated in a portion of Sections 7, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the West One Quarter Corner of said Section 7, thence following the southerly line of Northwest One Quarter of said Section 7, South 88°47'38" East a distance of 1,376.34 feet to the **POINT OF BEGINNING**.

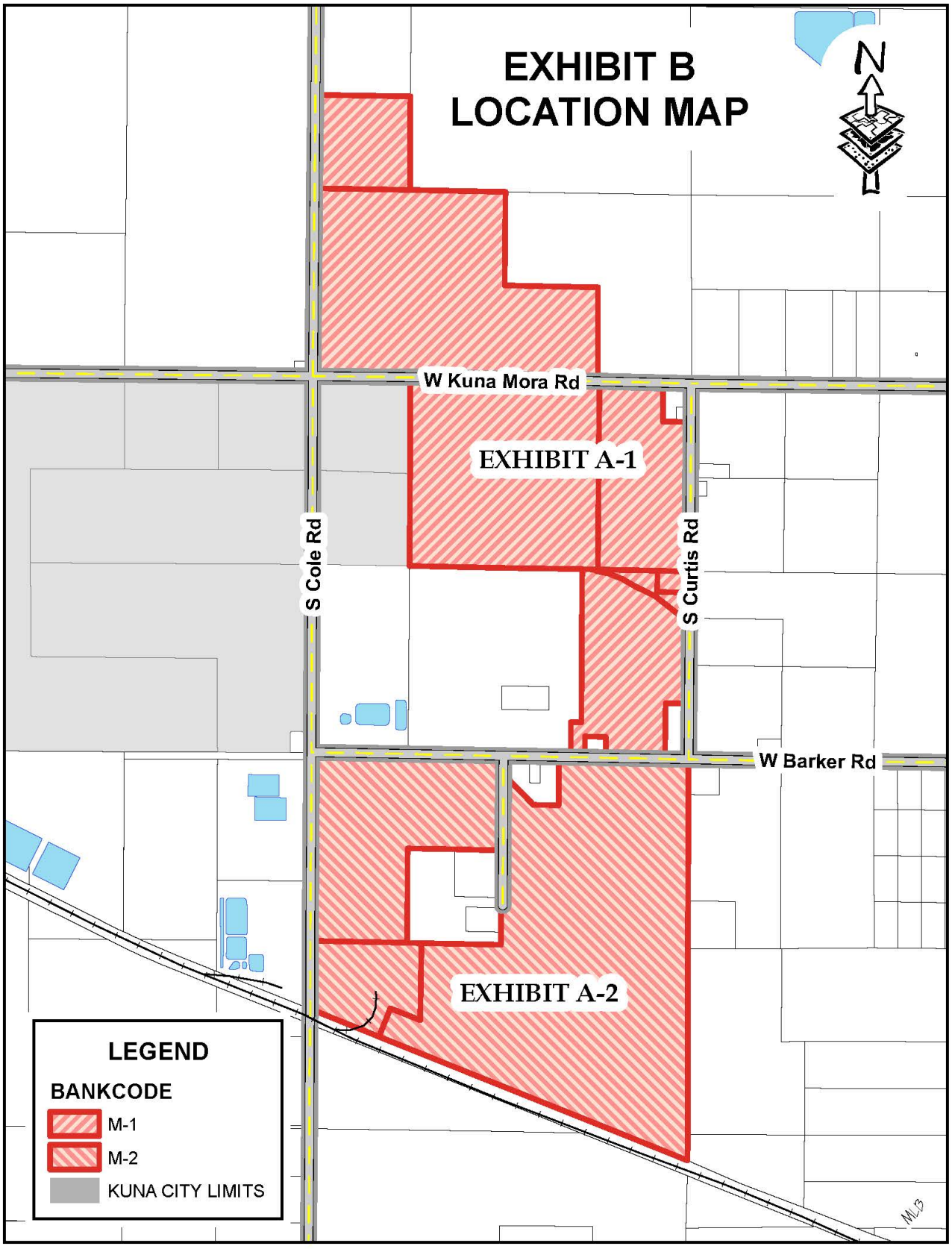
Thence following said southerly line, South 88°47'43" East a distance of 1,321.51 feet to the Center One Quarter Corner of said Section 7;

Thence leaving said southerly line and following the easterly line of said Northwest One Quarter of Section 7, North 0°14'15" East a distance of 1,333.35 feet to the Northeast Corner of the Southeast One Quarter of the said Northwest One Quarter of Section 7;

Thence leaving said easterly line and following the northerly line of said Southeast One Quarter of the Northwest One Quarter of Section 7, North 88°52'16" West a distance of 1,321.15 feet to the Northwest Corner of the said Southeast One Quarter of the Northwest One Quarter of Section 7;

Thence leaving said northerly line and following the westerly line of said Southeast One Quarter of the Northwest One Quarter of Section 7, South 0°15'06" West a distance of 1,331.60 feet to the **POINT OF BEGINNING.**

The above-described parcel of land contains 519.71 acres, more or less. This description is for annexation purposes only and is not intended for use to transfer title ownership or legally define parcel boundaries.


EXHIBIT B
LOCATION MAP
N
W Kuna Mora Rd
EXHIBIT A-1
S Cole Rd
S Curtis Rd
W Barker Rd
EXHIBIT A-2
LEGEND
BANKCODE
M-1
M-2
KUNA CITY LIMITS