

**OFFICIALS**

Joe Stear, Mayor
 Greg McPherson, Council President
 Chris Bruce, 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, February 15, 2022

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: 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 February 1, 2022.
- B.** Accounts Payable Dated February 10, 2022, in the amount of \$533,278.91
- C.** Findings of Facts Conclusions of Law
 - 1. Ledgestone South Case No. 21-07-AN (Annexation)
- D.** Final Plats
 - 1. Case No. 21-12-FP (Final Plat) for Journey's End No. 4
 - 2. Case No. 21-15-FP (Final Plat) for Springhill No. 3
- E.** Resolutions
 - 1. Resolution R06-2022.

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) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “*PARK USE AGREEMENT*” WITH THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC., PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

2. Resolution R07-2022.

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO VACATING THE REMAINING EASEMENTS ESTABLISHED IN INSTRUMENT NUMBERS 2017-013829 AND 2020-044292.

3. Resolution R08-2022.

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “*DEVELOPMENT AGREEMENT*” BETWEEN STERLING MEADOWS LLC AND CITY OF KUNA, PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

4. Resolution R09-2022

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- PROVIDING RECITALS AND FINDINGS; AND
- APPOINTING A NEW COMMISSIONER TO SEAT NO. 1; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

5. Resolution R10-2022

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS FOR THE PREPARATION OF THE EAST KUNA DISTRICT URBAN RENEWAL PLAN.

6. Resolution R11-2022

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH THE METTS GROUP FOR THE PREPARATION OF THE EAST KUNA DISTRICT URBAN RENEWAL PLAN.

4. Executive Session:

- A. Executive Session under 74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.

5. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.

City Council members may ask questions throughout the public hearing process.

Once the public hearing is closed, no further testimony or comments are heard.

City Council may move to continue the application to a future meeting or approve or deny the application.

A. Consideration to approve Case No. 21-04-S (Preliminary Plat) for *Falcon Crest Golf Villages Subdivision. Continued from 02.01.2022 City Council Meeting* ACTION ITEM

Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within R-6 (Medium Density Residential) and R-12 (High Density Residential) zones. (APN: S1422110300). Section 22, Township 2 North, Range 1 East – Troy Behunin, Senior Planner.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

A. Consideration to approve Case No. 21-06-LLA (Lot Line Adjustment) 531 N School Avenue & 900 W 4th Street: Jim Washburn with The Land Group INC., on behalf of David Doan and Eric Jacobsen requests Lot Line Adjustment approval between two (2) parcels totaling approximately 1.9 acres. The subject sites are located at 531 N School Avenue and 900 W 4th Street, Kuna ID, 83634, within Section 23, Township 2 North, Range 1 West; (APNs: S1323314910, S1323314932). ACTION ITEM

B. Quarterly Report, Jared Empey, City Treasurer ACTION ITEM

8. Ordinances:

A. Consideration to approve Ordinance 2022-05 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 DB 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

Consideration to approve Summary Ordinance Publication

B. Consideration to approve Ordinance 2022-06 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. R0615250525 AND R0615250700 OWNED BY M3 ID RISING SUN, LLC, WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Consideration to approve Summary Ordinance Publication

9. Executive Session:

Executive Session:

74-206(a)

To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

74-206(b)

To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student;

7C. Business Continued

Consideration to consent to Mayor's appointment of new Planning and Zoning Director

ACTION ITEM

10. Mayor/Council Announcements:

11. Adjournment:

**OFFICIALS**

Joe Stear, Mayor
 Greg McPherson, Council President
 Chris Bruce, 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, February 01, 2022

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
 Council President Greg McPherson
 Council Member Chris Bruce
 Council Member Warren Christensen
 Council Member John Laraway

CITY STAFF PRESENT:

Marc Bybee, City Attorney
 Chris Engels, City Clerk
 Jared Empey, City Treasurer
 Mike Fratusco, Kuna Police Chief
 Jace Hellman, P & Z Director
 Doug Hanson, P & Z
 Morgan Treasure, Economic Development Director
 Nancy Stauffer, HR Director

2. Invocation

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:23)

4. Consent Agenda: 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.

(Timestamp 00:00:39)

A. Regular City Council Meeting Minutes Dated January 18, 2022.

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) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

B. Accounts Payable Dated January 26, 2022, in the amount of \$451,147.67

C. Findings of Facts Conclusions of Law

1. Denying Gran Prado Appeal.

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 Bruce, Christensen, Laraway, and McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

5. External Reports or Requests:

6. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.

City Council members may ask questions throughout the public hearing process.

Once the public hearing is closed, no further testimony or comments are heard.

City Council may move to continue the application to a future meeting or approve or deny the application.

(Timestamp 00:01:26)

A. Consideration to approve Case No. 20-03-ZC (Rezone) & 20-06-S (Preliminary Plat) Ledgestone Plaza Subdivision: ACTION ITEM

Trilogy Development, Inc and Gem State Planning request to subdivide approximately 76.03 acres into 275 total lots (247 residential buildable lots) (425 total dwelling units), six commercial lots and 22 common lots). Additionally, the applicants propose to rezone the 76.03 acres from its current zoning district classification of C-1 (Neighborhood Commercial) to C-3 (Service Commercial), R-12 (High-Density Residential) and R-6 (Medium-Density Residential) zoning district classifications. The subject district classifications. The subject sites are located at 2400 N Meridian Road and N. Meridian Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418234000 and S1418233650). *Staff requests this item to be tabled to a date certain of March 15, 2022, for additional review and noticing correction.*

Motion To: Table Case No. 20-03-ZC (Rezone) & 20-06-S (Preliminary Plat) Ledgestone Plaza Subdivision to a date certain of March 15, 2022

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

B. Consideration to approve Case No. 21-07-AN (Annexation) for Ledgestone South: Tabled from 01.18.2022 City Council Meeting ACTION ITEM
(Timestamp 00:02:09)

GEM State Planning, LLC on behalf of Trilogy Development, Inc. requests Annexation of approximately 99.78 acres into the City of Kuna and to zone approximately (approx.) 83.33 acres as R-6 Medium Density Residential (MDR), and 16.45 acres as R-8 MDR. The Applicant only requests Annexation at this time and will propose a Preliminary Plat in the future. The subject site is adjacent to Kuna City limits on the north and west side; and is currently zoned RR (Rural Residential) in Ada County. The subject site is located at 2425 N Locust Grove Road, Kuna, ID 83642, (APN's: S1418123460, S1418123496, S1418123498, S1418123490, S1418427800 & S1418417200).). Section 18, Township 2 North, Range 1 East. – Troy Behunin, Senior Planner

Senior Planner Troy Behunin presented the case and stood for questions.

Council Member Laraway asked about the developer maybe being required to help with Danskin lift station upgrades.

Mr. Behunin responded.

Council Member Laraway clarified his question.

Mayor Stear explained why the developer may be required and it depends on timing of actual development.

Jane Suggs from GEM State Planning LLC on behalf of Trilogy Development Inc reviewed the project and stood for questions. Ms. Suggs reminded Council of the previous denial from October of 2020 due to sewer issues and continued with her presentation.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Open the Public Hearing

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

Council Member Christensen asked Paul Stevens, City Engineer/Public Works Director about the project and for clarification on his recommendation.

Paul Stevens, City Engineer/Public Works Director responded.

Council Member Bruce asked about sewer capacity.

Mayor Stear responded.

Motion To: Close the evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

Council Member Christensen comments on serviceability availability.

Council President comments that most developments start this way and one step at a time.

Council Member Laraway comments on being consistent with the decision making.

Council Members continue to discuss the project.

Mayor Stear comments.

Marc Bybee, City Attorney, discusses the development agreement.

Council Members continue to discuss the project.

Motion To: Approve Annexation

Motion By: Council President McPherson

No motion to second

Motion dies

Motion To: Deny Annexation

Motion By: Council Member Christensen

Motion Seconded: Council Member Bruce

Further Discussion: None

Recused:

Absent: None

Motion Not Passed: 2-3-0

Bruce, Christensen aye

McPherson, Laraway, Stear nay

Motion To: Approve

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Approved by the Following Roll Call Vote:

Voting Aye: Council President McPherson, Council Member Laraway, Mayor Stear

Voting No: Council Members Bruce, Christensen

Motion Passed: 3-2-0

C. Consideration to approve Case No. 21-04-S (Preliminary Plat) for *Falcon Crest Golf Villages Subdivision* ACTION ITEM
(Timestamp 00:47:52)

Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within R-6 (Medium Density Residential) and R-12 (High Density Residential) zones. (APN: S1422110300). Section 22, Township 2 North, Range 1 East – Troy Behunin, Senior Planner.

Travis Jeffers on behalf of M3 Companies LLC presented the request and stood for questions.

Travis Jeffers asked for Staff report clarifications.

Senior Planner Troy Behunin, responded.

Council asked for clarification.

Dave Reinhart, Kuna School District, reviewed the school districts report on the number of students the school district would be serving with this project. Also, stating that with the other developments that have been approved, this development would exceed the school district compacity.

Council Member Christensen, asked for clarification.

Dave Reinhart, Kuna School District, clarified his comments.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Open the Public Hearing

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

(Timestamp 01:26:56)

Motion To: Close the evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

Council Member Christensen starts the deliberation.

Mayor Stear and City Attorney, Marc Bybee make comments on the deliberation.

Motion To: Continue to a date certain to February 15, 2022

Motion By: Council Member Bruce

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

7. Business Items:

(Timestamp 01:44:28)

- A. Consideration to approve Case No. 21-07-LS (Lot Split) for 3003 N Ten Mile Road –** David Crawford of Centurion Engineers, on behalf of Bodahl Farms, LLC, requests approval to split an approximately 38.98-acre parcel with a C-1 (Neighborhood Commercial) zone, into two (2) parcels; Parcel A is proposed to be 24.82-acres, Parcel B is proposed to be 14.58-acres. The subject site is located at 3003 N Ten Mile Road (APN: S1315110051); Section 15, Township 2 North, Range 1 West - Jessica Reid, Planning & Zoning Specialist **ACTION ITEM**

Jessica Reid, Planning and Zoning Specialist presented the case and stood for questions.

Council Member Christensen ask what the purpose of splitting the lot would be.

Jessica Reid responded.

Council Member Laraway on the zoning designation.

Jessica Reid responded.

David Crawford, applicant, requested approval and explained the project.

Motion To: Approve Case No. 21-07-LS (Lot Split) for 3003 N Ten Mile Road

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

(Timestamp 01:52:10)

- B. Consideration to approve Case No. 21-08-LS (Lot Split) for 525 W Main Street –** BTC Properties requests approval to split an approximately 0.22-acre parcel into an approximately 0.108-acre (4,734 SF) North Parcel and an approximately 0.101-acre (4,434 SF) South Parcel. This Lot Split is to facilitate each individual building being on its own lot, and allows the

potential for the State of Idaho to purchase the office they currently occupy. There are no requested changes to the current CBD (Central Business District) zone – Jessica Reid, Planning & Zoning Specialist **ACTION ITEM**

Jessica Reid, Planning and Zoning Specialist presented the case and stood for questions.

Motion To: Approve Case No. 21-08-LS (Lot Split) for 525 W Main Street

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

(Timestamp 02:04:16)

- C. Consideration to approve request for \$64,300 from Contingency for Planning Consultant Services for the proposed Urban Renewal District in East Kuna – Morgan Treasure, Economic Development Director **ACTION ITEM****

Morgan Treasure, Economic Development Director, reviewed the request.

Motion To: Approve \$64,300 from contingency for Planning Consultant Services

Motion By: Council Member Christensen

Motion Seconded: Council Member Laraway

Abstained: Council President McPherson

Further Discussion: None

Motion Passed: 3-1-0

- D. Consideration to approve Resolution R05-2022 – Morgan Treasure, Economic Development Director **ACTION ITEM****

(Timestamp 01:55:02)

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

Lisa Bachman, J.U.B presented the feasibility study to City Council and the Mayor and stood for questions.

Motion To: Approve Resolution R05-2022

Motion By: Council Member Christensen

Motion Seconded: Council Member Laraway

Abstained: Council President McPherson

Further Discussion: None

Motion Passed: 3-1-0

8. Ordinances:

(Timestamp 02:07:10)

A. Consideration to approve Ordinance 2022-04 – Chris Engels, City Clerk **ACTION ITEM**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SUBSECTION C OF SECTION 3, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO MAKE CERTAIN APPLICATION CRITERIA FOR SPECIAL EVENT PERMITS APPLICABLE TO ALL SPECIAL EVENT PERMIT REQUESTS, TO REQUIRE THAT SPECIAL EVENT PERMIT APPLICATIONS INCLUDE A PUBLIC SAFETY PLAN THAT MUST BE REVIEWED AND APPROVED BY THE CHIEF OF POLICE, AND TO MAKE TECHNICAL CORRECTIONS;
- AMENDING SUBSECTION J OF SECTION 3, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO SPECIFY THE NEED TO CONSIDER OBTAINING PRIVATE SECURITY FOR A SPECIAL EVENT;
- AMENDING SUBSECTION C OF SECTION 4, CHAPTER 8, TITLE 3 OF THE KUNA CITY CODE TO PROVIDE THAT SPECIAL EVENT PERMIT APPLICATIONS MAY BE DENIED FOR FAILING TO FOLLOW COMMENTS PROVIDED BY THE POLICE OF CHIEF ON THE PUBLIC SAFETY PLAN, AND TO MAKE TECHNICAL CORRECTIONS;
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Consideration to approve Summary Ordinance Publication

Motion To: Waive three readings of Ordinance 2022-04

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 2022-04

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Approved by the Following Roll Call Vote:

Voting Aye: Council Members Cardoza, Christensen, Laraway,

Voting No: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Summary Publication of Ordinance 2022-04
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

9. Executive Session:

10. Mayor/Council Announcements:

Chris Engels, City Clerk, announced the joint meeting between the Kuna School District and the Kuna City Council.

11. Adjournment: 8:16

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 02.15.2022*

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 1/28/2022-2/10/2022

Page: 2
Feb 10, 2022 09:06AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>01/30/22 - NICHOLSON PARK</u>	01/31/2022	218.92	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/22		
	Total 114-12813266:					218.92	.00					
1463	A COMPANY, INC.	114-12813267		<u>ADA PORTABLE RESTROOM RENTAL. #ADA397, BI-WEEKLY, 01/03/22 - 01/30/22 - WINCHESTER PARK</u>	01/31/2022	172.96	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/22		
	Total 114-12813267:					172.96	.00					
	Total A COMPANY, INC.:					1,093.44	.00					
A.M.E. ELECTRIC, INC.												
1210	A.M.E. ELECTRIC, INC.	211576-2		<u>ADDED SERVICE DISCONNECT AND REPLACED FEEDER CONDUCTORS AT CHAPPAROSA PI STATION, FEB.'22</u>	02/02/2022	11,697.10	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1057	2/22		
	Total 211576-2:					11,697.10	.00					
	Total A.M.E. ELECTRIC, INC.:					11,697.10	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	02042022ACH		<u>ACHD IMPACT FEE, JAN.'22</u>	02/04/2022	151,747.00	151,747.00	<u>30-2081 ACHD IMPACT FEE</u>	0	2/22	02/04/2022	
	Total 02042022ACHDI:					151,747.00	151,747.00					
	Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):					151,747.00	151,747.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	IN-8001081222		<u>INTERNET SERVICE AT PARKS OFFICES, FEB.'22</u>	02/02/2022	140.04	.00	<u>01-6290 UTILITIES</u>	1004	2/22		
	Total IN-800108122285:					140.04	.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 ADVANCED COMMUNICATIONS, INC.:						140.04	.00					
AIR DIFFUSION SYSTEMS												
1088	AIR DIFFUSION SYSTEMS	6098		<u>KUNA POND #1 LINEAR LTC REPLACEMENT PARTS, C. OSWALD</u>	10/20/2021	33,335.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1267	2/22		
Total 6098:						33,335.00	.00					
Total AIR DIFFUSION SYSTEMS:						33,335.00	.00					
AKK INVESTMENTS LLC												
2074	AKK INVESTMENTS LLC	123	12965	<u>CORRECTION NOTICE TAGS, J. COULTER, JAN'22 - BUILDING INSPECTION</u>	01/20/2022	302.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	2/22		
Total 123:						302.00	.00					
Total AKK INVESTMENTS LLC:						302.00	.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	18078065		<u>TELEPHONE, DATA AND NETWORK SERVICES FOR 02/01-02/28/2022-ADMIN</u>	02/01/2022	378.51	.00	<u>01-6255 TELEPHONE</u>	0	2/22		
1411	ALLSTREAM BUSINESS US, INC	18078065		<u>TELEPHONE, DATA AND NETWORK SERVICES FOR 02/01-02/28/2022-WATER</u>	02/01/2022	351.47	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	2/22		
1411	ALLSTREAM BUSINESS US, INC	18078065		<u>TELEPHONE, DATA AND NETWORK SERVICES FOR 02/01-02/28/2022-SEWER</u>	02/01/2022	351.47	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	2/22		
1411	ALLSTREAM BUSINESS US, INC	18078065		<u>TELEPHONE, DATA AND NETWORK SERVICES FOR 02/01-02/28/2022-PI</u>	02/01/2022	135.18	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	2/22		
1411	ALLSTREAM BUSINESS US, INC	18078065		<u>TELEPHONE, DATA AND NETWORK SERVICES FOR 02/01-02/28/2022-P&Z</u>	02/01/2022	135.18	.00	<u>01-6255 TELEPHONE</u>	1003	2/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>JANITORIAL, FEB'22 - ADMIN</u>	02/04/2022	15.87	.00	01-6025 <u>JANITORIAL</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-1	13041	<u>1 CARTON 60 GALLON TRASH CAN LINERS, FOR CITY HALL, JANITORIAL, FEB'22 - WATER</u>	02/04/2022	10.86	.00	20-6025 <u>JANITORIAL</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-1	13041	<u>1 CARTON 60 GALLON TRASH CAN LINERS, FOR CITY HALL, JANITORIAL, FEB'22 - SEWER</u>	02/04/2022	10.86	.00	21-6025 <u>JANITORIAL</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-1	13041	<u>1 CARTON 60 GALLON TRASH CAN LINERS, FOR CITY HALL, JANITORIAL, FEB'22 - PI</u>	02/04/2022	4.19	.00	25-6025 <u>JANITORIAL</u>	0	2/22		
Total WO-8920-1:						201.79	.00					
2118	ALPINE OFFICE PRODUCTS	WO-8920-2	13041	<u>1 BOX CORRECTION TAPE, FOR CITY HALL, FEB'22 - ADMIN</u>	02/07/2022	8.60	.00	01-6165 OFFICE <u>SUPPLIES</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-2	13041	<u>1 BOX CORRECTION TAPE, FOR CITY HALL, FEB'22 - WATER</u>	02/07/2022	5.88	.00	20-6165 OFFICE <u>SUPPLIES</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-2	13041	<u>1 BOX CORRECTION TAPE, FOR CITY HALL, FEB'22 - SEWER</u>	02/07/2022	5.88	.00	21-6165 OFFICE <u>SUPPLIES</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-2	13041	<u>1 BOX CORRECTION TAPE, FOR CITY HALL, FEB'22 - PI</u>	02/07/2022	2.26	.00	25-6165 OFFICE <u>SUPPLIES</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-2	13041	<u>2 CASES SOAP REFILLS, FOR CITY HALL, JANITORIAL, FEB'22 - ADMIN</u>	02/07/2022	58.22	.00	01-6025 <u>JANITORIAL</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-2	13041	<u>2 CASES SOAP REFILLS, FOR CITY HALL, JANITORIAL, FEB'22 - WATER</u>	02/07/2022	39.83	.00	20-6025 <u>JANITORIAL</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-2	13041	<u>2 CASES SOAP REFILLS, FOR CITY HALL, JANITORIAL, FEB'22 - SEWER</u>	02/07/2022	39.83	.00	21-6025 <u>JANITORIAL</u>	0	2/22		
2118	ALPINE OFFICE PRODUCTS	WO-8920-2	13041	<u>2 CASES SOAP REFILLS, FOR CITY HALL, JANITORIAL, FEB'22 - PI</u>	02/07/2022	15.32	.00	25-6025 <u>JANITORIAL</u>	0	2/22		

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Total WO-8920-2:						175.82	.00					
Total ALPINE OFFICE PRODUCTS:						377.61	.00					
AMERICAN CONSTRUCTION SUPPLY, INC.												
1451	AMERICAN CONSTRUCTION SUPPLY, INC.	136065	12895	<u>3 1/2 GALLON SPRAYER, M.NADEAU, JAN.'22</u>	01/05/2022	155.99	.00	<u>21-6175 SMALL TOOLS</u>	0	2/22		
Total 136065:						155.99	.00					
Total AMERICAN CONSTRUCTION SUPPLY, INC.:						155.99	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	87963		<u>MONTHLY BACTERIA SAMPLES , JAN. '22-WATER</u>	01/31/2022	526.30	.00	<u>20-6152 M & R - LABORATORY COSTS</u>	0	2/22		
Total 87963:						526.30	.00					
1	ANALYTICAL LABORATORIES	87964		<u>LAB TEST, JAN. '22</u>	01/31/2022	1,310.05	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	2/22		
Total 87964:						1,310.05	.00					
Total ANALYTICAL LABORATORIES:						1,836.35	.00					
ASSOC OF IDAHO PUBLIC WORKS PROFESSIONAL												
2120	ASSOC OF IDAHO PUBLIC WORKS PROFESSIONAL	2022-106		<u>ANNUAL MEMBERSHIP DUES 2022, P.STEVENS, JAN.'22 - WATER</u>	01/15/2022	16.80	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	2/22		
2120	ASSOC OF IDAHO PUBLIC WORKS PROFESSIONAL	2022-106		<u>ANNUAL MEMBERSHIP DUES 2022, P.STEVENS, JAN.'22 - SEWER</u>	01/15/2022	16.80	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	2/22		
2120	ASSOC OF IDAHO PUBLIC WORKS PROFESSIONAL	2022-106		<u>ANNUAL MEMBERSHIP DUES 2022, P.STEVENS, JAN.'22 - P.I</u>	01/15/2022	6.40	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	2/22		

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Total 2022-106:						40.00	.00					
Total ASSOC OF IDAHO PUBLIC WORKS PROFESSIONAL:						40.00	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	10305	12947	<u>LIFT RENTAL FOR LIGHTS, J. MORFIN, JAN'22</u>	01/14/2022	450.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/22		
Total 10305:						450.00	.00					
Total BIG SKY RENTALS LLC:						450.00	.00					
CASELLE INC												
1239	CASELLE INC	115067		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 03/01-03/31/2022-ADMIN</u>	02/01/2022	661.20	.00	<u>01-6052 CONTRACT SERVICES</u>	0	2/22		
1239	CASELLE INC	115067		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 03/01-03/31/2022-WATER</u>	02/01/2022	452.40	.00	<u>20-6052 CONTRACT SERVICES</u>	0	2/22		
1239	CASELLE INC	115067		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 03/01-03/31/2022-SEWER</u>	02/01/2022	452.40	.00	<u>21-6052 CONTRACT SERVICES</u>	0	2/22		
1239	CASELLE INC	115067		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 03/01-03/31/2022-PI</u>	02/01/2022	174.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	2/22		
Total 115067:						1,740.00	.00					
Total CASELLE INC:						1,740.00	.00					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	IN-631319-22	13033	<u>1500 GALLONS UNLEADED GASOLINE, T. SHAFFER, FEB'22</u>	02/03/2022	4,723.50	.00	<u>21-6300 FUEL</u>	0	2/22		
Total IN-631319-22:						4,723.50	.00					

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2020	CONRAD & BISCHOFF INC	IN-633260-22		<u>OIL FOR TORO AND JACOBSON MOWERS, J. LORENTZ, FEB. '22</u>	02/02/2022	714.31	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/22		
Total IN-633260-22:						714.31	.00					
Total CONRAD & BISCHOFF INC:						5,437.81	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8778		<u>BLOWER MOTOR HOOK UP AFTER SWAP OUT, T. SHAFFER, OCT'21 - SEWER</u>	10/15/2021	170.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total 8778:						170.00	.00					
147	CUSTOM ELECTRIC, INC.	8788		<u>TROUBLESHOOT & RESET FAULT ON HMI SCREEN FOR TANK #1, PERMEATE PUMP AT NWWTP, OCT'21 - SEWER</u>	10/27/2021	85.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total 8788:						85.00	.00					
147	CUSTOM ELECTRIC, INC.	8816		<u>TROUBLESHOOTING, PROGRAMMING, AND WIRING FOR TANK #2 PERMEATE PUMP AT NWWTP, T. SHAFFER, DEC'21 - SEWER</u>	12/15/2021	552.50	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total 8816:						552.50	.00					
147	CUSTOM ELECTRIC, INC.	8845	13013	<u>REPLACEMENT OF BLOWER VFDS, AT TREATMENT PLANT, JAN.'22</u>	01/28/2022	680.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total 8845:						680.00	.00					
147	CUSTOM ELECTRIC, INC.	8846	13050	<u>PROGRAMMING & TROUBLESHOOTING AT PATAGONIA AND HUBBARD LIFT STATION, T. FLEMING, FEB'22 - SEWER</u>	02/03/2022	340.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		

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Total 8846:						340.00	.00					
147	CUSTOM ELECTRIC, INC.	8848	13047	<u>WELL #9, TROUBLESHOOTING FLOW METER, D.CROSSLEY, FEB'22 - WATER</u>	02/03/2022	85.00	.00	20-6150 M & R - SYSTEM	0	2/22		
Total 8848:						85.00	.00					
Total CUSTOM ELECTRIC, INC.:						1,912.50	.00					
D & B SUPPLY												
75	D & B SUPPLY	21283	12999	<u>SHOP TOOLS, FOR FLEET, J. DURHAM, JAN'22 - ADMIN</u>	01/27/2022	60.98	.00	01-6175 SMALL TOOLS	0	2/22		
75	D & B SUPPLY	21283	12999	<u>SHOP TOOLS, FOR FLEET, J. DURHAM, JAN'22 - WATER</u>	01/27/2022	24.39	.00	20-6175 SMALL TOOLS	0	2/22		
75	D & B SUPPLY	21283	12999	<u>SHOP TOOLS, FOR FLEET, J. DURHAM, JAN'22 - SEWER</u>	01/27/2022	24.39	.00	21-6175 SMALL TOOLS	0	2/22		
75	D & B SUPPLY	21283	12999	<u>SHOP TOOLS, FOR FLEET, J. DURHAM, JAN'22 - PI</u>	01/27/2022	12.19	.00	25-6175 SMALL TOOLS	0	2/22		
Total 21283:						121.95	.00					
75	D & B SUPPLY	29941	13070	<u>EDGE BLADES, FILTERS, SPARK PLUGS FOR REPAIR OF WEED EATER J. PEREZ, FEB'22</u>	02/09/2022	88.38	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/22		
Total 29941:						88.38	.00					
75	D & B SUPPLY	5063	13023	<u>SHOVELS, J.DALRYMPLE, FEB.'22</u>	02/01/2022	59.98	.00	21-6175 SMALL TOOLS	0	2/22		
Total 5063:						59.98	.00					
75	D & B SUPPLY	78796	13060	<u>SUPPLIES FOR WEED EATER, B. VILLANUEVA, FEB. '22</u>	02/07/2022	73.35	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/22		

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Total 78796:						73.35	.00					
Total D & B SUPPLY:						343.66	.00					
DIGLINE												
25	DIGLINE	0067790-IN		<u>DIG FEES, JAN'22 - WATER</u>	01/31/2022	235.44	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	2/22		
25	DIGLINE	0067790-IN		<u>DIG FEES, JAN'22 - SEWER</u>	01/31/2022	235.44	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	2/22		
25	DIGLINE	0067790-IN		<u>DIG FEES, JAN'22 - PI</u>	01/31/2022	89.68	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	2/22		
Total 0067790-IN:						560.56	.00					
Total DIGLINE:						560.56	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	02042022DMH		<u>PLUMBING PERMITS, JANUARY 2022</u>	02/04/2022	11,757.00	11,757.00	<u>01-6052 CONTRACT SERVICES</u>	1005	2/22	02/04/2022	
Total 02042022DMH:						11,757.00	11,757.00					
Total DMH ENTERPRISES:						11,757.00	11,757.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-2232324	13012	<u>1 EA BARREL OF SODIUM, T. SHAFFER, JAN' 22</u>	02/01/2022	203.28	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	2/22		
Total IN-2232324:						203.28	.00					
Total DUBOIS CHEMICALS INC:						203.28	.00					

DYNA PARTS LLC

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				<u>PARKS</u>	01/28/2022	-21.60	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	2/22		
Total 251460:						-21.60	.00					
2115	DYNA PARTS LLC	251726		<u>CREDIT/REFUND FOR OIL FILTER RETURNS, INV #251732, J. DURHAM, FEB'22 - ADMIN</u>	02/02/2022	-112.10	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/22		
2115	DYNA PARTS LLC	251726		<u>CREDIT/REFUND FOR OIL FILTER RETURNS, INV #251732, J. DURHAM, FEB'22 - WATER</u>	02/02/2022	-44.84	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/22		
2115	DYNA PARTS LLC	251726		<u>CREDIT/REFUND FOR OIL FILTER RETURNS, INV #251732, J. DURHAM, FEB'22 - SEWER</u>	02/02/2022	-44.84	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/22		
2115	DYNA PARTS LLC	251726		<u>CREDIT/REFUND FOR OIL FILTER RETURNS, INV #251732, J. DURHAM, FEB'22 - PI</u>	02/02/2022	-22.42	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	2/22		
Total 251726:						-224.20	.00					
2115	DYNA PARTS LLC	251732	13037	<u>FILTER STOCK FOR CITY OF KUNA VEHICLES, FOR FLEET SHOP SUPPLY, B. WITHROW, FEB'22 - ADMIN</u>	02/02/2022	122.89	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/22		
2115	DYNA PARTS LLC	251732	13037	<u>FILTER STOCK FOR CITY OF KUNA VEHICLES, FOR FLEET SHOP SUPPLY, B. WITHROW, FEB'22 - WATER</u>	02/02/2022	49.15	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/22		
2115	DYNA PARTS LLC	251732	13037	<u>FILTER STOCK FOR CITY OF KUNA VEHICLES, FOR FLEET SHOP SUPPLY, B. WITHROW, FEB'22 - SEWER</u>	02/02/2022	49.15	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/22		
2115	DYNA PARTS LLC	251732	13037	<u>FILTER STOCK FOR CITY OF KUNA VEHICLES, FOR FLEET SHOP SUPPLY, B. WITHROW, FEB'22 - PI</u>	02/02/2022	24.58	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	2/22		

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Total 251732:						245.77	.00					
2115	DYNA PARTS LLC	251752	13038	<u>SPARK PLUGS & OIL FILTER FOR PARKS WOOD CHIPPER, J. DURHAM, FEB'22 - PARKS</u>	02/02/2022	13.53	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/22		
Total 251752:						13.53	.00					
2115	DYNA PARTS LLC	251879	13053	<u>TUNE UP OIL FOR TOOL CAT, FEB'22 - PARKS</u>	02/04/2022	15.98	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/22		
Total 251879:						15.98	.00					
2115	DYNA PARTS LLC	252047	13063	<u>FUEL FILTER, SPARK PLUGS, FOR PARKS 60" TORO MOWER, J. DURHAM, FEB'22 - PARKS</u>	02/08/2022	11.10	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/22		
Total 252047:						11.10	.00					
Total DYNA PARTS LLC:						596.18	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	6674905		<u>187.40 GALLONS PROPANE DELIVERED TO 475 SHORTLINE RD, JAN.'22 - ADMIN</u>	01/25/2022	228.63	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	2/22		
1731	ED STAUB & SONS PETROLEUM, INC	6674905		<u>187.40 GALLONS PROPANE DELIVERED TO 475 SHORTLINE RD, JAN.'22 - WATER</u>	01/25/2022	91.45	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/22		
1731	ED STAUB & SONS PETROLEUM, INC	6674905		<u>187.40 GALLONS PROPANE DELIVERED TO 475 SHORTLINE RD, JAN.'22 - SEWER</u>	01/25/2022	91.45	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
1731	ED STAUB & SONS PETROLEUM, INC	6674905		<u>187.40 GALLONS PROPANE DELIVERED TO 475 SHORTLINE RD, JAN.'22 - P.I</u>	01/25/2022	45.73	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/22		

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Total 6674905:						457.26	.00					
1731	ED STAUB & SONS PETROLEUM, INC	6793280		<u>PROPANE TANK RENT FOR 201 AVE A-PARKS</u>	02/01/2022	10.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/22		
Total 6793280:						10.00	.00					
Total ED STAUB & SONS PETROLEUM, INC:						467.26	.00					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	02042022ECI		<u>ELECTRICAL PERMITS, JANUARY 2022</u>	02/04/2022	10,446.02	10,446.02	<u>01-6052 CONTRACT SERVICES</u>	1005	2/22	02/04/2022	
Total 02042022ECI:						10,446.02	10,446.02					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						10,446.02	10,446.02					
ESRI												
807	ESRI	94187019	13001	<u>ARCGIS DESKTOP SINGLE USE PRIMARY & SECONDARY MAINTENANCE, ARCGIS ONLINE FIELD WORKER TERM LICENSE & PROFESSIONAL BASIC TERM LICENSE, M. BORZICK, JAN'22-P&Z</u>	01/28/2022	2,261.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1003	2/22		
807	ESRI	94187019	13001	<u>ARCGIS DESKTOP SINGLE USE PRIMARY & SECONDARY MAINTENANCE, ARCGIS ONLINE FIELD WORKER TERM LICENSE & PROFESSIONAL BASIC TERM LICENSE, M. BORZICK, JAN'22-WATER</u>	01/28/2022	1,547.00	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	2/22		
807	ESRI	94187019	13001	<u>ARCGIS DESKTOP SINGLE USE PRIMARY & SECONDARY MAINTENANCE, ARCGIS ONLINE FIELD WORKER TERM LICENSE & PROFESSIONAL BASIC TERM LICENSE, M. BORZICK, JAN'22-SEWER</u>	01/28/2022	1,547.00	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	2/22		

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807	ESRI	94187019	13001	<u>ARCGIS DESKTOP SINGLE USE PRIMARY & SECONDARY MAINTENANCE, ARCGIS ONLINE FIELD WORKER TERM LICENSE & PROFESSIONAL BASIC TERM LICENSE, M. BORZICK, JAN'22-PI</u>	01/28/2022	595.00	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	2/22		
Total 94187019:						5,950.00	.00					
Total ESRI:						5,950.00	.00					
EVENT RENT												
1263	EVENT RENT	02042022ER		<u>FEBRUARY EVENT AT THE MARKET VILLAGE. 25% DOWN PAYMENT, FEB'22</u>	02/04/2022	1,102.87	1,102.87	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	2/22	02/04/2022	
Total 02042022ER:						1,102.87	1,102.87					
Total EVENT RENT:						1,102.87	1,102.87					
FATBEAM LLC												
1831	FATBEAM LLC	23678		<u>INTERNET SERVICE FOR FEBRUARY 2022 - ADMIN</u>	02/01/2022	95.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	2/22		
1831	FATBEAM LLC	23678		<u>INTERNET SERVICE FOR FEBRUARY 2022 - WATER</u>	02/01/2022	65.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	2/22		
1831	FATBEAM LLC	23678		<u>INTERNET SERVICE FOR FEBRUARY 2022 - SEWER</u>	02/01/2022	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	2/22		
1831	FATBEAM LLC	23678		<u>INTERNET SERVICE FOR FEBRUARY 2022 - P.I</u>	02/01/2022	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	2/22		
Total 23678:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					

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				<u>TO MT2830 FLEET TRACKING DEVICES FROM 01/01/-12/31/2022-WATER</u>	12/02/2021	1,440.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	2/22		
1848	GLOBAL TELEMATIC SOLUTIONS LLC	40925		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 FLEET TRACKING DEVICES 01/01-12/31/2022. GTS ANNUAL SUBSCRIPTION FOR SERVICE TO MT2830 FLEET TRACKING DEVICES FROM 01/01/-12/31/2022-SEWER</u>	12/02/2021	1,440.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	2/22		
1848	GLOBAL TELEMATIC SOLUTIONS LLC	40925		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 FLEET TRACKING DEVICES 01/01-12/31/2022. GTS ANNUAL SUBSCRIPTION FOR SERVICE TO MT2830 FLEET TRACKING DEVICES FROM 01/01/-12/31/2022-PI</u>	12/02/2021	720.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	2/22		
Total 40925:						7,200.00	.00					
Total GLOBAL TELEMATIC SOLUTIONS LLC:						7,200.00	.00					
GREYHAWK DEVELOPMENT LLC												
1406	GREYHAWK DEVELOPMENT LLC	02042022GH		<u>GREYHAWK 12 LANDSCAPING CASH BOND</u>	02/04/2022	81,757.28	81,757.28	<u>30-2080 DEVELOPER DEPOSITS</u>	0	2/22	02/04/2022	
Total 02042022GH:						81,757.28	81,757.28					
Total GREYHAWK DEVELOPMENT LLC:						81,757.28	81,757.28					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	16011880	13064	<u>WATER TOWER FAST FILL VALVE REPLACEMENT. J. MORFIN, FEB. '22</u>	02/08/2022	325.55	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/22		
Total 16011880:						325.55	.00					

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Total H.D. FOWLER COMPANY:						325.55	.00					
HERITAGE ELECTRICAL CONSTRUCTION INC												
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	IN-11110		<u>EMERGENCY LIGHTS INSTALL AT CITY HALL-ADMIN</u>	02/01/2022	114.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	IN-11110		<u>EMERGENCY LIGHTS INSTALL AT CITY HALL-WATER</u>	02/01/2022	78.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	IN-11110		<u>EMERGENCY LIGHTS INSTALL AT CITY HALL-SEWER</u>	02/01/2022	78.00	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	IN-11110		<u>EMERGENCY LIGHTS INSTALL AT CITY HALL-PI</u>	02/01/2022	30.00	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
Total IN-11110:						300.00	.00					
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	INV-11111		<u>EMERGENCY LIGHTS INSTALL AT CITY HALL-ADMIN</u>	02/02/2022	57.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	INV-11111		<u>EMERGENCY LIGHTS INSTALL AT CITY HALL-WATER</u>	02/02/2022	39.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	INV-11111		<u>EMERGENCY LIGHTS INSTALL AT CITY HALL-SEWER</u>	02/02/2022	39.00	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	INV-11111		<u>EMERGENCY LIGHTS INSTALL AT CITY HALL-PI</u>	02/02/2022	15.00	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
Total INV-11111:						150.00	.00					
Total HERITAGE ELECTRICAL CONSTRUCTION INC:						450.00	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	02/2022		<u>ANIMAL CONTROL CONTRACT SERVICES FOR FEBRUARY 2022</u>	02/03/2022	11,171.00	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	2/22		
Total 02/2022:						11,171.00	.00					
Total IDAHO HUMANE SOCIETY:						11,171.00	.00					

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IDAHO POWER CO												
38	IDAHO POWER CO	01192022IP		<u>ELECTRIC SERVICE 12/15/2021-01/14/2022-ADMIN</u>	01/19/2022	612.66	612.66	<u>01-6290 UTILITIES</u>	0	1/22	01/28/2022	
38	IDAHO POWER CO	01192022IP		<u>ELECTRIC SERVICE 12/15/2021-01/14/2022-SENIOR CENTER</u>	01/19/2022	247.63	247.63	<u>01-6290 UTILITIES</u>	1001	1/22	01/28/2022	
38	IDAHO POWER CO	01192022IP		<u>ELECTRIC SERVICE 12/15/2021-01/14/2022-STREET LIGHTS</u>	01/19/2022	12.27	12.27	<u>01-6290 UTILITIES</u>	1002	1/22	01/28/2022	
38	IDAHO POWER CO	01192022IP		<u>ELECTRIC SERVICE 12/15/2021-01/14/2022-PARKS</u>	01/19/2022	1,383.46	1,383.46	<u>01-6290 UTILITIES</u>	1004	1/22	01/28/2022	
38	IDAHO POWER CO	01192022IP		<u>ELECTRIC SERVICE 12/15/2021-01/14/2022-WATER</u>	01/19/2022	6,431.16	6,431.16	<u>20-6290 UTILITIES EXPENSE</u>	0	1/22	01/28/2022	
38	IDAHO POWER CO	01192022IP		<u>ELECTRIC SERVICE 12/15/2021-01/14/2022-SEWER</u>	01/19/2022	16,232.79	16,232.79	<u>21-6290 UTILITIES EXPENSE</u>	0	1/22	01/28/2022	
38	IDAHO POWER CO	01192022IP		<u>ELECTRIC SERVICE 12/15/2021-01/14/2022-PI</u>	01/19/2022	3,537.95	3,537.95	<u>25-6290 UTILITIES EXPENSE</u>	0	1/22	01/28/2022	
Total 01192022IP:						28,457.92	28,457.92					
38	IDAHO POWER CO	02042022I		<u>ELECTRIC SERVICE 12/17/2021 - 1/18/2022 - SEWER</u>	02/04/2022	6,719.84	6,719.84	<u>21-6290 UTILITIES EXPENSE</u>	0	2/22	02/04/2022	
38	IDAHO POWER CO	02042022I		<u>ELECTRIC SERVICE 12/17/2021 - 1/18/2022 - FARM</u>	02/04/2022	447.15	447.15	<u>21-6090 FARM EXPENDITURES</u>	0	2/22	02/04/2022	
38	IDAHO POWER CO	02042022I		<u>ELECTRIC SERVICE 12/17/2021 - 1/18/2022 - P.I</u>	02/04/2022	979.53	979.53	<u>25-6290 UTILITIES EXPENSE</u>	0	2/22	02/04/2022	
Total 02042022I:						8,146.52	8,146.52					
Total IDAHO POWER CO:						36,604.44	36,604.44					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	18168	12960	<u>AD# 195373. LEGAL PUBLIC NOTICE. ORDINANCES 2022-03. KUNA MUNICIPAL IRRIGATION SYSTEM. N. STANLEY, JAN'22</u>	01/26/2022	507.58	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	2/22		

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Total 18168:						507.58	.00					
1802	IDAHO PRESS TRIBUNE, LLC	18568	13011	<u>AD# 197981. LEGAL PUBLIC NOTICE, 21-08-SUP, ESSENTIALS WITH ASHLEY, J. REID, JAN. '22</u>	02/02/2022	38.48	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	2/22		
Total 18568:						38.48	.00					
1802	IDAHO PRESS TRIBUNE, LLC	18569	12995	<u>AD #197987. LEGAL PUBLIC NOTICE, RISING SUN WEST, 21-08-AN, 21-06-AN, 21-18-DR, T. BEHUNIN, JAN. '22</u>	02/02/2022	47.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	2/22		
Total 18569:						47.36	.00					
1802	IDAHO PRESS TRIBUNE, LLC	18661	13046	<u>AD# 200037. LEGAL PUBLIC NOTICE, ORDINANCE 2022-04, N. STANLEY, FEB'22</u>	02/09/2022	106.99	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	2/22		
Total 18661:						106.99	.00					
1802	IDAHO PRESS TRIBUNE, LLC	18662	13045	<u>AD# 200555. LEGAL PUBLIC NOTICE, URBAN RENEWAL, M. TREASURE, FEB. '22</u>	02/09/2022	36.26	.00	<u>52-6287 GENERAL AND ADMIN</u>	0	2/22		
Total 18662:						36.26	.00					
Total IDAHO PRESS TRIBUNE, LLC:						736.67	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	01252022IDSP		<u>NEW EMPLOYEE FINGERPRINTING, Z.MONTENEGRO & R.HENZE, JAN.'22 - ADMIN</u>	01/25/2022	20.00	.00	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	2/22		
1509	IDAHO STATE POLICE	01252022IDSP		<u>NEW EMPLOYEE FINGERPRINTING, W.TAGGART, JAN.'22 - SEWER</u>	01/25/2022	10.00	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	2/22		

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Total 01252022IDSP:						30.00	.00					
Total IDAHO STATE POLICE:						30.00	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	01212022-012		<u>SANITATION RECEIPT TRANSFER 01/21-01/27/2022</u>	01/28/2022	21,830.63	21,830.63	26-7000 SOLID WASTE SERVICE FEES	0	1/22	01/28/2022	
230	J & M SANITATION, INC.	01212022-012		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 01/21-01/27/2022</u>	01/28/2022	-2,156.87	-2,156.87	01-4170 FRANCHISE FEES	0	1/22	01/28/2022	
Total 01212022-01272022:						19,673.76	19,673.76					
230	J & M SANITATION, INC.	01282022-020		<u>SANITATION RECEIPT TRANSFER 1/28/22 - 2/3/22</u>	02/04/2022	54,178.54	54,178.54	26-7000 SOLID WASTE SERVICE FEES	0	2/22	02/04/2022	
230	J & M SANITATION, INC.	01282022-020		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 1/28-2/3/22</u>	02/04/2022	-5,352.84	-5,352.84	01-4170 FRANCHISE FEES	0	2/22	02/04/2022	
Total 01282022-02032022:						48,825.70	48,825.70					
230	J & M SANITATION, INC.	02022022JMS		<u>SLUDGE REMOVAL JANUARY 2022</u>	02/02/2022	7,760.98	.00	21-6153 M & R - SLUDGE DISPOSAL	0	2/22		
230	J & M SANITATION, INC.	02022022JMS		<u>MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT, AND PICKUPS FOR JANUARY '22-ADMIN</u>	02/02/2022	280.45	.00	01-6212 RENT- EQUIPMENT	0	2/22		
230	J & M SANITATION, INC.	02022022JMS		<u>MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT, AND PICKUPS FOR JANUARY '22-WATER</u>	02/02/2022	191.89	.00	20-6212 RENT - EQUIPMENT	0	2/22		
230	J & M SANITATION, INC.	02022022JMS		<u>MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT, AND PICKUPS FOR JANUARY '22-SEWER</u>	02/02/2022	191.89	.00	21-6212 RENT- EQUIPMENT	0	2/22		

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230	J & M SANITATION, INC.	02022022JMS		MAINTENANCE YARD CONTINUED RENT, TEMP BOX RENT, AND PICKUPS FOR JANUARY '22-PI	02/02/2022	73.79	.00	25-6212 RENT - EQUIPMENT	0	2/22		
Total 02022022JMS:						8,499.00	.00					
Total J & M SANITATION, INC.:						76,998.46	68,499.46					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	671		JANITORIAL SERVICES FOR CITY HALL, FEB'22 - ADMIN	02/02/2022	212.80	.00	01-6025 JANITORIAL	0	2/22		
1976	JONATHAN STRICKLAND	671		JANITORIAL SERVICES FOR CITY HALL, FEB'22 - WATER	02/02/2022	145.60	.00	20-6025 JANITORIAL	0	2/22		
1976	JONATHAN STRICKLAND	671		JANITORIAL SERVICES FOR CITY HALL, FEB'22 - SEWER	02/02/2022	145.60	.00	21-6025 JANITORIAL	0	2/22		
1976	JONATHAN STRICKLAND	671		JANITORIAL SERVICES FOR CITY HALL, FEB'22 - PI	02/02/2022	56.00	.00	25-6025 JANITORIAL	0	2/22		
Total 671:						560.00	.00					
1976	JONATHAN STRICKLAND	672		JANITORIAL SERVICES FOR SENIOR CENTER, FEB'22	02/02/2022	446.00	.00	01-6025 JANITORIAL	1001	2/22		
Total 672:						446.00	.00					
1976	JONATHAN STRICKLAND	673		JANITORIAL SERVICES FOR TREATMENT PLANT, FEB'22 - WATER	02/02/2022	100.80	.00	20-6025 JANITORIAL	0	2/22		
1976	JONATHAN STRICKLAND	673		JANITORIAL SERVICES FOR TREATMENT PLANT, FEB'22 - SEWER	02/02/2022	100.80	.00	21-6025 JANITORIAL	0	2/22		
1976	JONATHAN STRICKLAND	673		JANITORIAL SERVICES FOR TREATMENT PLANT, FEB'22 - PI	02/02/2022	38.40	.00	25-6025 JANITORIAL	0	2/22		

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Total 673:						240.00	.00					
Total JONATHAN STRICKLAND:						1,246.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0149754		<u>PROFESSIONAL SERVICES FOR 4TH STREET IMPROVEMENTS. 11/28-12/31/21</u>	01/21/2022	2,873.60	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1253	2/22		
Total 0149754:						2,873.60	.00					
1236	J-U-B ENGINEERS, INC.	0149755		<u>PROFESSIONAL SERVICES FOR PARKING LOT DESIGN. 11/28-12/31/21</u>	01/21/2022	3,200.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	2/22		
Total 0149755:						3,200.00	.00					
Total J-U-B ENGINEERS, INC.:						6,073.60	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	2122		<u>FIBER OPTIC LEASE FOR JANUARY 2022 - ADMIN</u>	02/01/2022	114.00	.00	<u>01-6255 TELEPHONE</u>	0	2/22		
199	KUNA JT. SCHOOL DISTRICT NO. 3	2122		<u>FIBER OPTIC LEASE FOR JANUARY 2022 - WATER</u>	02/01/2022	78.00	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	2/22		
199	KUNA JT. SCHOOL DISTRICT NO. 3	2122		<u>FIBER OPTIC LEASE FOR JANUARY 2022 - SEWER</u>	02/01/2022	78.00	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	2/22		
199	KUNA JT. SCHOOL DISTRICT NO. 3	2122		<u>FIBER OPTIC LEASE FOR JANUARY 2022 - P.I</u>	02/01/2022	30.00	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	2/22		
Total 2122:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					

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KUNA LUMBER												
499	KUNA LUMBER	A127046	12984	<u>MASKING TAPE AND PAPER FOR PAINTING, J. PEREZ, JAN'22</u>	01/25/2022	17.42	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/22		
Total A127046:						17.42	.00					
499	KUNA LUMBER	A127059	12993	<u>PAINT AND ROLLERS FOR THE PLANT, J.ADAMS, JAN.'22</u>	01/26/2022	8.82	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	A127059	12993	<u>PAINT AND ROLLERS FOR THE PLANT, J.ADAMS, JAN.'22- SEWER</u>	01/26/2022	8.82	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	A127059	12993	<u>PAINT AND ROLLERS FOR THE PLANT, J.ADAMS, JAN.'22-PI</u>	01/26/2022	3.37	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
Total A127059:						21.01	.00					
499	KUNA LUMBER	A127070	13000	<u>PAINT AND SUPPLIES FOR CITY HALL, J.ADAMS, JAN.'22- ADMIN</u>	01/27/2022	23.02	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	A127070	13000	<u>PAINT AND SUPPLIES FOR TREATMENT PLANT, J.ADAMS, JAN.'22-WATER</u>	01/27/2022	6.87	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	A127070	13000	<u>PAINT AND SUPPLIES FOR CITY HALL, J.ADAMS, JAN.'22- WATER</u>	01/27/2022	15.75	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	A127070	13000	<u>PAINT AND SUPPLIES FOR CITY HALL, J.ADAMS, JAN.'22- SEWER</u>	01/27/2022	15.75	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	A127070	13000	<u>PAINT AND SUPPLIES FOR CITY HALL, J.ADAMS, JAN.'22-PI</u>	01/27/2022	6.07	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	A127070	13000	<u>PAINT AND SUPPLIES FOR CITY HALL, J.ADAMS, JAN.'22- SEWER</u>	01/27/2022	6.87	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	A127070	13000	<u>PAINT AND SUPPLIES FOR CITY HALL, J.ADAMS, JAN.'22-PI</u>	01/27/2022	2.61	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/22		

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Total A127070:						76.94	.00					
499	KUNA LUMBER	A127128	13014	<u>PAIN</u> T AND <u>ROLLERS</u> FOR THE <u>PARK</u> BATHROOMS, D.ABBOTT, <u>JAN.'22</u>	01/31/2022	10.22	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	2/22		
Total A127128:						10.22	.00					
499	KUNA LUMBER	A127145	13017	<u>SPACKLE</u> FOR TREATMENT <u>PLANT</u> , J.ADAMS, <u>JAN.'22</u> - <u>WATER</u>	01/31/2022	14.36	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/22		
499	KUNA LUMBER	A127145	13017	<u>SPACKLE</u> FOR TREATMENT <u>PLANT</u> , J.ADAMS, <u>JAN.'22</u> - <u>SEWER</u>	01/31/2022	14.36	.00	21-6140 MAINT. & REPAIR BUILDING	0	2/22		
499	KUNA LUMBER	A127145	13017	<u>SPACKLE</u> FOR TREATMENT <u>PLANT</u> , J.ADAMS, <u>JAN.'22</u> - <u>PI</u>	01/31/2022	5.46	.00	25-6140 MAINT. & REPAIR BUILDING	0	2/22		
Total A127145:						34.18	.00					
499	KUNA LUMBER	A127164	13022	<u>SCREWS</u> & <u>BITS</u> FOR KUNA <u>SIGN</u> AT VILLAGE, <u>FEB'22</u> , R. <u>WARWICK</u>	02/01/2022	10.64	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/22		
Total A127164:						10.64	.00					
499	KUNA LUMBER	B158076	12783	<u>1 EA</u> WHITE PAINT PEN, <u>J.OSBORN</u> , <u>DEC.'21</u> - <u>WATER</u>	12/09/2021	5.03	.00	20-6165 OFFICE SUPPLIES	0	2/22		
499	KUNA LUMBER	B158076		<u>1 EA</u> WHITE PAINT PEN, <u>J.OSBORN</u> , <u>DEC.'21</u> - <u>PI</u>	12/09/2021	1.26	.00	25-6165 OFFICE SUPPLIES	0	2/22		
Total B158076:						6.29	.00					
499	KUNA LUMBER	B158825	13030	<u>WIRE</u> NUTS FOR CEDAR WELL <u>HOUSE</u> LIGHT INSTALL, S. <u>HOWELL</u> , <u>FEB'22</u>	02/02/2022	7.19	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/22		

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499	KUNA LUMBER	B158825	13030	DRY WALL ANCHORS FOR FLEET SUPPLY, S. HOWELL, FEB'22-ADMIN	02/02/2022	2.38	.00	01-6140 MAINT. & REPAIR BUILDING	0	2/22		
499	KUNA LUMBER	B158825	13030	DRY WALL ANCHORS FOR FLEET SUPPLY, S. HOWELL, FEB'22-WATER	02/02/2022	.95	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/22		
499	KUNA LUMBER	B158825	13030	DRY WALL ANCHORS FOR FLEET SUPPLY, S. HOWELL, FEB'22-SEWER	02/02/2022	.95	.00	21-6140 MAINT & REPAIR BUILDING	0	2/22		
499	KUNA LUMBER	B158825	13030	DRY WALL ANCHORS FOR FLEET SUPPLY, S. HOWELL, FEB'22-PI	02/02/2022	.48	.00	25-6140 MAINT & REPAIR BUILDING	0	2/22		
Total B158825:						11.95	.00					
499	KUNA LUMBER	B159028	12977	4 EA SEALANT FOR WELL HOUSES, J.LISH, JAN.'22	01/24/2022	28.76	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/22		
Total B159028:						28.76	.00					
499	KUNA LUMBER	B159045	12985	PAINTERS PUTTY FOR PLANT, J. ADAMS, JAN'22-WATER	01/25/2022	2.26	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/22		
499	KUNA LUMBER	B159045	12985	PAINTERS PUTTY FOR PLANT, J. ADAMS, JAN'22-SEWER	01/25/2022	2.26	.00	21-6140 MAINT & REPAIR BUILDING	0	2/22		
499	KUNA LUMBER	B159045	12985	PAINTERS PUTTY FOR PLANT, J. ADAMS, JAN'22-PI	01/25/2022	.87	.00	25-6140 MAINT & REPAIR BUILDING	0	2/22		
Total B159045:						5.39	.00					
499	KUNA LUMBER	B159106	13006	2 TUBES OF CAULK FOR PAINT AT RESTROOMS, J. MORFIN, JAN'22	01/28/2022	7.54	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	2/22		
Total B159106:						7.54	.00					
499	KUNA LUMBER	B159112	13008	PAINT BRUSHES FOR CEDAR WELL, J. WEBB, JAN '22	01/28/2022	5.40	.00	20-6150 M & R - SYSTEM	0	2/22		

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Total B159112:						5.40	.00					
499	KUNA LUMBER	B159171	13016	<u>1 EA GAS CAN SPOUT, T. SHAFFER, JAN'22 - SEWER</u>	01/31/2022	13.94	.00	<u>21-6175 SMALL TOOLS</u>	0	2/22		
Total B159171:						13.94	.00					
499	KUNA LUMBER	B159175	13019	<u>YALE DOOR KEY, R SCHMIDT, JAN. '22</u>	01/31/2022	2.56	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total B159175:						2.56	.00					
499	KUNA LUMBER	B159206	13027	<u>PAINT SUPPLIES FOR TREATMENT PLANT, J. ADAMS, FEB'22-WATER</u>	02/02/2022	32.84	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	B159206	13027	<u>PAINT SUPPLIES, FOR TREATMENT PLANT J. ADAMS, FEB'22-SEWER</u>	02/02/2022	32.84	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
499	KUNA LUMBER	B159206	13027	<u>PAINT SUPPLIES FOR TREATMENT PLANT, J. ADAMS, FEB'22-PI</u>	02/02/2022	12.51	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
Total B159206:						78.19	.00					
499	KUNA LUMBER	B159216	13032	<u>COUNTER SINK TOOL FOR FLEET, S. HOWELL, FEB'22-ADMIN</u>	02/02/2022	2.47	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	2/22		
499	KUNA LUMBER	B159216		<u>COUNTER SINK TOOL FOR FLEET, S. HOWELL, FEB'22-WATER</u>	02/02/2022	.99	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/22		
499	KUNA LUMBER	B159216		<u>COUNTER SINK TOOL FOR FLEET, S. HOWELL, FEB'22-SEWER</u>	02/02/2022	.99	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
499	KUNA LUMBER	B159216	13032	<u>COUNTER SINK TOOL FOR FLEET, S. HOWELL, FEB'22-PI</u>	02/02/2022	.49	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/22		

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Total B159216:						4.94	.00					
499	KUNA LUMBER	B159243	13044	<u>1 EA 5-GALLON GAS CAN, T. SHAFFER, FEB'22 - SEWER</u>	02/03/2022	23.39	.00	<u>21-6175 SMALL TOOLS</u>	0	2/22		
Total B159243:						23.39	.00					
499	KUNA LUMBER	B159315	13061	<u>MASTER PADLOCK KEY, R. DAVILA, FEB'22</u>	02/07/2022	2.56	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total B159315:						2.56	.00					
499	KUNA LUMBER	C4285	12994	<u>SHEETROCK AND DOOR FOR PARKS OFFICE, J.ADAMS, JAN.'22</u>	01/26/2022	488.43	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	2/22		
Total C4285:						488.43	.00					
Total KUNA LUMBER:						849.75	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	02042022KRF		<u>KRFD IMPACT FEES, JANUARY 2022</u>	02/04/2022	35,432.00	35,432.00	<u>30-2082 KRFD IMPACT FEE</u>	0	2/22	02/04/2022	
Total 02042022KRFDI:						35,432.00	35,432.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						35,432.00	35,432.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	0025008795		<u>HYDRAULIC GAS CYLINDER RENTAL, JAN.'22</u>	01/31/2022	45.31	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total 0025008795:						45.31	.00					
Total MATHESON TRI-GAS INC:						45.31	.00					

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NORCO, INC.												
222	NORCO, INC.	36679381133	13051	<u>2 EA BRAND NEW GX 2009 GAS METERS, M. NADAEU, FEB'22 - SEWER</u>	02/04/2022	1,141.10	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total 36679381133:						1,141.10	.00					
Total NORCO, INC.:						1,141.10	.00					
O'REILLY AUTO ENTERPRISES LLC												
2121	O'REILLY AUTO ENTERPRISES LLC	5841-231918	13026	<u>CONVERTER, FOR WATER TRUCK #25, J. DURHAM, FEB'22 - WATER</u>	02/01/2022	909.30	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/22		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-231918	13026	<u>CONVERTER, FOR WATER TRUCK #25, J. DURHAM, FEB'22 - PI</u>	02/01/2022	227.32	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	2/22		
Total 5841-231918:						1,136.62	.00					
Total O'REILLY AUTO ENTERPRISES LLC:						1,136.62	.00					
QUADIENT LEASING USA, INC												
615	QUADIENT LEASING USA, INC	N9250825		<u>MAIL METER LEASE PAYMENT, 12/02/21 - 03/01/22 - ADMIN</u>	01/29/2022	162.65	.00	<u>01-6190 POSTAGE & BILLING</u>	0	2/22		
615	QUADIENT LEASING USA, INC	N9250825		<u>MAIL METER LEASE PAYMENT, 12/02/21 - 03/01/22 - P&Z</u>	01/29/2022	58.09	.00	<u>01-6190 POSTAGE & BILLING</u>	1003	2/22		
615	QUADIENT LEASING USA, INC	N9250825		<u>MAIL METER LEASE PAYMENT, 12/02/21 - 03/01/22 - WATER</u>	01/29/2022	151.03	.00	<u>20-6190 POSTAGE & BILLING</u>	0	2/22		
615	QUADIENT LEASING USA, INC	N9250825		<u>MAIL METER LEASE PAYMENT, 12/02/21 - 03/01/22 - SEWER</u>	01/29/2022	151.03	.00	<u>21-6190 POSTAGE & BILLING</u>	0	2/22		
615	QUADIENT LEASING USA, INC	N9250825		<u>MAIL METER LEASE PAYMENT, 12/02/21 - 03/01/22 - PI</u>	01/29/2022	58.09	.00	<u>25-6190 POSTAGE & BILLING</u>	0	2/22		
Total N9250825:						580.89	.00					
Total QUADIENT LEASING USA, INC:						580.89	.00					

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REXEL USA, INC.												
1613	REXEL USA, INC.	0Z52627	12957	<u>2 EA LED LIGHTS, FOR TREATMENT PLANT, S. HOWELL, JAN'22 - WATER</u>	01/21/2022	13.10	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
1613	REXEL USA, INC.	0Z52627	12957	<u>2 EA LED LIGHTS, FOR TREATMENT PLANT, S. HOWELL, JAN'22 - SEWER</u>	01/21/2022	13.10	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
1613	REXEL USA, INC.	0Z52627	12957	<u>2 EA LED LIGHTS, FOR TREATMENT PLANT, S. HOWELL, JAN'22 - PI</u>	01/21/2022	4.99	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
Total 0Z52627:						31.19	.00					
1613	REXEL USA, INC.	2J60441	12881	<u>LIGHT SENSOR, FOR TREATMENT PLANT, JAN'22 - WATER</u>	01/17/2022	69.93	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
1613	REXEL USA, INC.	2J60441	12881	<u>LIGHT SENSOR, FOR TREATMENT PLANT, JAN'22 - SEWER</u>	01/17/2022	69.93	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
1613	REXEL USA, INC.	2J60441	12881	<u>LIGHT SENSOR, FOR TREATMENT PLANT, JAN'22 - PI</u>	01/17/2022	26.64	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
Total 2J60441:						166.50	.00					
Total REXEL USA, INC.:						197.69	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5063761618		<u>COPY CHARGES, MODEL #IMC2000, SERIAL #C86262110, 01/01/22 - 01/31/22 - PARKS</u>	02/01/2022	12.11	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/22		
Total 5063761618:						12.11	.00					
Total RICOH USA, INC. (MAINTENANCE):						12.11	.00					
RIDGEWOOD ENTERPRISES, INC												
1728	RIDGEWOOD ENTERPRISES, INC	2077727	13039	<u>OIL FOR PARKS WOOD CHIPPER, J. DURHAM, FEB'22 - PARKS</u>	02/02/2022	17.97	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/22		

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Total 2077727:						17.97	.00					
Total RIDGEWOOD ENTERPRISES, INC:						17.97	.00					
RIMI INC												
1991	RIMI INC	02042022RIMI		<u>COMMERCIAL MECHANICAL PERMITS, JAN.'22</u>	02/04/2022	487.15	487.15	01-6052 CONTRACT SERVICES	1005	2/22	02/04/2022	
Total 02042022RIMI:						487.15	487.15					
Total RIMI INC:						487.15	487.15					
S & T AND SONS TRUCKING LLC												
2049	S & T AND SONS TRUCKING LLC	617	13056	<u>SAND & ROAD MIX, T.FLEMING, FEB'22 - SEWER</u>	02/06/2022	805.48	.00	21-6150 M & R - SYSTEM	0	2/22		
Total 617:						805.48	.00					
Total S & T AND SONS TRUCKING LLC:						805.48	.00					
SIGNS NOW												
1060	SIGNS NOW	54150	12953	<u>SIGNS FOR COMMERCIAL TRUCK PARKING AT PARK, N. STANLEY, JAN'22 - PARKS</u>	01/24/2022	2,685.00	.00	01-6188 SIGNAGE	1004	2/22		
Total 54150:						2,685.00	.00					
Total SIGNS NOW:						2,685.00	.00					
THE SHERWIN-WILLIAMS COMPANY												
554	THE SHERWIN-WILLIAMS COMPANY	0073-0	12991	<u>10 GALLONS GRAY PAINT, FOR THE TREATMENT PLANT, J.ADAMS, JAN.'22 - WATER</u>	01/25/2022	177.63	.00	20-6140 MAINT. & REPAIR BUILDING	0	2/22		
554	THE SHERWIN-WILLIAMS COMPANY	0073-0	12991	<u>10 GALLONS GRAY PAINT, FOR THE TREATMENT PLANT, J.ADAMS, JAN.'22 - SEWER</u>	01/25/2022	177.63	.00	21-6140 MAINT & REPAIR BUILDING	0	2/22		

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				<u>EA SLEEVES OF CUPS, 8 EA 5- GALLON WATER BOTTLES, JAN'22 - SEWER</u>	01/28/2022	106.77	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
992	TREASURE VALLEY COFFEE	2160:08059627	13004	<u>2 EA CASES OF COFFEE, 2 BOXES OF HOT CHOCOLATE, 5 EA CANISTERS OF CREAM, 5 EA CANISTERS OF SUGAR, 4 EA SLEEVES OF CUPS, 8 EA 5- GALLON WATER BOTTLES, JAN'22 - PI</u>	01/28/2022	40.67	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 2160:08059627:						254.21	.00					
992	TREASURE VALLEY COFFEE	2160:08059643	13009	<u>2 EA 5-GALLON WATER BOTTLES, JAN'22 - PARKS</u>	01/28/2022	11.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/22		
Total 2160:08059643:						11.40	.00					
992	TREASURE VALLEY COFFEE	2160:08059675	13009	<u>5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, JAN'22 - ADMIN</u>	01/28/2022	10.83	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/22		
992	TREASURE VALLEY COFFEE	2160:08059675	13009	<u>5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, JAN'22 - WATER</u>	01/28/2022	7.41	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/22		
992	TREASURE VALLEY COFFEE	2160:08059675	13009	<u>5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, JAN'22 - SEWER</u>	01/28/2022	7.41	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
992	TREASURE VALLEY COFFEE	2160:08059675	13009	<u>5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, JAN'22 - PI</u>	01/28/2022	2.85	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 2160:08059675:						28.50	.00					
992	TREASURE VALLEY COFFEE	2160:08059683	13009	<u>2 EA 5-GALLON WATER BOTTLES, JAN'22 - PARKS</u>	01/28/2022	11.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/22		
Total 2160:08059683:						11.40	.00					

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Total TREASURE VALLEY COFFEE:						305.51	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	042920080002	13002	<u>ADOBE INC. 1 YEAR SUBSCRIPTION FOR ACROBAT PRO, Z. MONTENEGRO, JAN'22 - ECONOMIC DEVELOPMENT</u>	01/08/2022	179.88	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	4000	2/22		
Total 04292008000255840653:						179.88	.00					
1444	U.S. BANK (VISA)	134320076001	12779	<u>WEBSTAUANTSTORE.COM, FOOD TRAYS FOR THE SENIOR CENTER, J.EDINGER, JAN'22</u>	01/06/2022	421.83	.00	<u>01-6155 MEETINGS/COMMITEES</u>	1031	2/22		
Total 13432007600183343879:						421.83	.00					
1444	U.S. BANK (VISA)	273320037202	12874	<u>LAUNDRY SOAP, FOR TREATMENT PLANT, D. CROSSLEY, JAN'22 - WATER</u>	01/03/2022	13.59	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	273320037202	12874	<u>LAUNDRY SOAP, FOR TREATMENT PLANT, D. CROSSLEY, JAN'22 - SEWER</u>	01/03/2022	13.59	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	273320037202	12874	<u>LAUNDRY SOAP, FOR TREATMENT PLANT, D. CROSSLEY, JAN'22 - PI</u>	01/03/2022	5.17	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 27332003720201781061:						32.35	.00					
1444	U.S. BANK (VISA)	330913624005		<u>IDAHO.GOV, EGOV.COM, IBOL, WWT OPERATOR - CLASS I, LICENSE RENEWAL FOR R. DAVILA, DEC'21 - SEWER</u>	12/27/2021	30.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
Total 33091362400546002830:						30.00	.00					
1444	U.S. BANK (VISA)	330913634005	12860	<u>IDAHO.GOV, EGOV.COM, IBOL, WW LAB OPERATOR - CLASS I, LICENSE RENEWAL FOR M. NADEAU, DEC'21 - SEWER</u>	12/28/2021	30.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		

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Vendor #	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 33091363400547012472:						30.00	.00					
1444	U.S. BANK (VISA)	330913634005	12860	<u>IDAHO.GOV. EGOV.COM. IBOL. WW COLLECTION OPERATOR - CLASS III. LICENSE RENEWAL FOR M. NADEAU, DEC'21 - SEWER</u>	12/28/2021	30.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
Total 33091363400547012613:						30.00	.00					
1444	U.S. BANK (VISA)	330913634005	12860	<u>IDAHO.GOV. EGOV.COM. IBOL. WW COLLECTION OPERATOR - CLASS IV, LICNESE RENEWAL FOR M. NADEAU, DEC'21 - SEWER</u>	12/28/2021	30.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
Total 33091363400547012761:						30.00	.00					
1444	U.S. BANK (VISA)	330913654005		<u>IDAHO.GOV. EGOV.COM. 2022 PROJECT MANUAL GUIDE, P. STEVENS, DEC'21 - WATER</u>	12/30/2021	43.26	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	330913654005		<u>IDAHO.GOV. EGOV.COM. 2022 PROJECT MANUAL GUIDE, P. STEVENS, DEC'21 - SEWER</u>	12/30/2021	43.26	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	330913654005		<u>IDAHO.GOV. EGOV.COM. 2022 PROJECT MANUAL GUIDE, P. STEVENS, DEC'21 - PI</u>	12/30/2021	16.48	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 33091365400549014383:						103.00	.00					
1444	U.S. BANK (VISA)	330920050915	12885	<u>IDAHO.GOV. IBOL. RE-EXAM. FOR J. OSBORN, JAN'22 - WATER</u>	01/04/2022	56.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
1444	U.S. BANK (VISA)	330920050915	12885	<u>IDAHO.GOV. IBOL. RE-EXAM. FOR J. OSBORN, JAN'22 - PI</u>	01/04/2022	14.00	.00	<u>25-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
Total 33092005091566003179:						70.00	.00					

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1444	U.S. BANK (VISA)	330920070915	12889	<u>EXEMPT PLATES FOR WESTERN WASTE TRAILER, B. JACKSON, JAN'22 - SEWER</u>	01/06/2022	23.69	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/22		
Total 33092007091568012267:						23.69	.00					
1444	U.S. BANK (VISA)	374202500001	12971	<u>PREP BLAST, CWI, IBOL WWT - CLASS II EXAM, FOR T. HAMILTON, JAN'22 - SEWER</u>	01/24/2022	25.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
Total 3742025000012343818:						25.00	.00					
1444	U.S. BANK (VISA)	374713640000	12865	<u>PREP BLAST, CWI, WWT CLASS I EXAM REGISTRATION, J.DALRYMPLE, DEC'21 - SEWER</u>	12/29/2021	25.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
Total 37471364000019704328:						25.00	.00					
1444	U.S. BANK (VISA)	374720130000	12931	<u>PREP BLAST, CWI, IBOL EXAM TITLE WWT COLLECTION - CLASS I EXAM, FOR R. SCHMIDT, JAN '22 - SEWER</u>	01/12/2022	25.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
Total 37472013000011151539:						25.00	.00					
1444	U.S. BANK (VISA)	374720130000	12932	<u>PREP BLAST, CWI, IBOL WATER DISTRIBUTION - CLASS I EXAM, FOR J. LISH, JAN'22 - SEWER</u>	01/12/2022	25.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/22		
Total 37472013000011154962:						25.00	.00					
1444	U.S. BANK (VISA)	450020050008		<u>DOLLAR TREE, SYMPATHY CARDS, FOR TREATMENT PLANT, JAN'22 - WATER</u>	01/04/2022	1.78	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	450020050008		<u>DOLLAR TREE, SYMPATHY CARDS, FOR TREATMENT PLANT, JAN'22 - SEWER</u>	01/04/2022	1.78	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		

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1444	U.S. BANK (VISA)	450020050008		<u>DOLLAR TREE, SYMPATHY CARDS, FOR TREATMENT PLANT, JAN'22 - PI</u>	01/04/2022	.68	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 45002005000835491543:						4.24	.00					
1444	U.S. BANK (VISA)	450020194001	12948	<u>TOTES FOR LIGHTS, J. MORFIN, JAN'22 - PARKS</u>	01/18/2022	96.06	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/22		
Total 45002019400157486077:						96.06	.00					
1444	U.S. BANK (VISA)	554213631236		<u>GRAINGER, 3 EA UNIVERSAL TILT WALL MOUNT, FOR TREATMENT PLANT, DEC'21 - ADMIN</u>	12/28/2021	116.52	.00	<u>20-6175 SMALL TOOLS</u>	0	2/22		
1444	U.S. BANK (VISA)	554213631236		<u>GRAINGER, 3 EA UNIVERSAL TILT WALL MOUNT, FOR TREATMENT PLANT, DEC'21 - SEWER</u>	12/28/2021	116.52	.00	<u>21-6175 SMALL TOOLS</u>	0	2/22		
1444	U.S. BANK (VISA)	554213631236		<u>GRAINGER, 3 EA UNIVERSAL TILT WALL MOUNT, FOR TREATMENT PLANT, DEC'21 - PI</u>	12/28/2021	44.40	.00	<u>25-6175 SMALL TOOLS</u>	0	2/22		
Total 55421363123632822371:						277.44	.00					
1444	U.S. BANK (VISA)	593020099000	12905	<u>ID NURSERY & LANDSCAPE, INLA, HORTICULTURE EXPO PRE-REG, FOR J. MORFIN, B. VILLANUEVA, R. WARWICK, D. ABBOTT, J. PEREZ, B. REED, JAN'22 - PARKS</u>	01/08/2022	945.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1004	2/22		
Total 59302009900013912834:						945.00	.00					
1444	U.S. BANK (VISA)	640720111992	12926	<u>LIGHTS FOR CHAMBER FLAG & BATTERIES, N. STANLEY, JAN '22 - ADMIN</u>	01/11/2022	21.34	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/22		

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1444	U.S. BANK (VISA)	640720111992	12926	LIGHTS FOR CHAMBER FLAG & BATTERIES, N. STANLEY, JAN '22 - WATER	01/11/2022	.95	.00	20-6165 OFFICE SUPPLIES	0	2/22		
1444	U.S. BANK (VISA)	640720111992	12926	LIGHTS FOR CHAMBER FLAG & BATTERIES, N. STANLEY, JAN '22 - SEWER	01/11/2022	.95	.00	21-6165 OFFICE SUPPLIES	0	2/22		
1444	U.S. BANK (VISA)	640720111992	12926	LIGHTS FOR CHAMBER FLAG & BATTERIES, N. STANLEY, JAN '22 - PI	01/11/2022	.47	.00	25-6165 OFFICE SUPPLIES	0	2/22		
Total 64072011199234627279:						23.71	.00					
1444	U.S. BANK (VISA)	710513636271		IRWA, BACKFLOW ASSEMBLY TESTER RE-CERT. FOR J. WEBB, DEC'21 - WATER	12/29/2021	160.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	2/22		
1444	U.S. BANK (VISA)	710513636271		IRWA, BACKFLOW ASSEMBLY TESTER RE-CERT. FOR J. WEBB, DEC'21 - PI	12/29/2021	40.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	2/22		
Total 71051363627114404559:						200.00	.00					
1444	U.S. BANK (VISA)	710520086271	12916	IRWA, WWT I/II CERT REVIEW, FOR J. DALRYMPLE, JAN'22 - SEWER	01/08/2022	240.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	2/22		
Total 71052008627160895436:						240.00	.00					
1444	U.S. BANK (VISA)	710520216271	12962	IRWA, SANITARY SURVEY, FOR C. DEYOUNG, JAN'22 - WATER	01/21/2022	96.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	2/22		
1444	U.S. BANK (VISA)	710520216271	12962	IRWA, SANITARY SURVEY, FOR C. DEYOUNG, JAN'22 - PI	01/21/2022	24.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	2/22		
1444	U.S. BANK (VISA)	710520216271	12962	IRWA, SANITARY SURVEY, FOR T. FLEMING, JAN'22 - SEWER	01/21/2022	120.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	2/22		
1444	U.S. BANK (VISA)	710520216271	12962	IRWA, SANITARY SURVEY, FOR M. DAVILA, JAN'22 - WATER	01/21/2022	96.00	.00	20-6265 TRAINING & SCH00LING				

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								EXPENSE	0	2/22		
1444	U.S. BANK (VISA)	710520216271	12962	<u>IRWA, SANITARY SURVEY, FOR M. DAVILA, JAN'22 - PI</u>	01/21/2022	24.00	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	2/22		
1444	U.S. BANK (VISA)	710520216271	12962	<u>IRWA, SANITARY SURVEY, FOR J. COX, JAN'22 - WATER</u>	01/21/2022	96.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	2/22		
1444	U.S. BANK (VISA)	710520216271	12962	<u>IRWA, SANITARY SURVEY, FOR M. DAVILA, JAN'22 - PI</u>	01/21/2022	24.00	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	2/22		
Total 71052021627140009440:						480.00	.00					
1444	U.S. BANK (VISA)	921601010044	12891	<u>AMAZON.COM, OFFICE SUPPLIES, J. REID, JAN '22 - P&Z</u>	01/10/2022	44.26	.00	01-6165 OFFICE SUPPLIES	1003	2/22		
Total 9216010100440802772:						44.26	.00					
1444	U.S. BANK (VISA)	921613620000		<u>ONLOGIC, 3 EA LOW PROFILE FANLESS INDUSTRIAL COMPUTER, FOR TREATMENT PLANT, M. BORZICK, DEC'21 - WATER</u>	12/28/2021	2,113.08	.00	20-6141 IT SMALL EQUIPMENT	0	2/22		
1444	U.S. BANK (VISA)	921613620000		<u>ONLOGIC, 3 EA LOW PROFILE FANLESS INDUSTRIAL COMPUTER, FOR TREATMENT PLANT, M. BORZICK, DEC'21 - SEWER</u>	12/28/2021	2,113.08	.00	21-6141 IT SMALL EQUIPMENT	0	2/22		
1444	U.S. BANK (VISA)	921613620000		<u>ONLOGIC, 3 EA LOW PROFILE FANLESS INDUSTRIAL COMPUTER, FOR TREATMENT PLANT, M. BORZICK, DEC'21 - PI</u>	12/28/2021	804.99	.00	25-6141 IT SMALL EQUIPMENT	0	2/22		
Total 92161362000028066162:						5,031.15	.00					
1444	U.S. BANK (VISA)	921613641007	12867	<u>AMAZON.COM, INK SOLVENT, T.SHAFFER, DEC'21 - SEWER</u>	12/30/2021	25.77	.00	21-6150 M & R - SYSTEM	0	2/22		

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Total 92161364100712335950:						25.77	.00					
1444	U.S. BANK (VISA)	921620011007	12869	<u>AMAZON.COM, 1 EA COAT RACK, JAN'22 - PARKS</u>	01/01/2022	36.41	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/22		
Total 92162001100795860475:						36.41	.00					
1444	U.S. BANK (VISA)	921620031001	12869	<u>AMAZON.COM, 4-DRAWER FILING CABINET, FOR FLEET SHOP, J.LORENTZ, JAN'22 - ADMIN</u>	01/03/2022	140.26	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	921620031001	12869	<u>AMAZON.COM, 4-DRAWER FILING CABINET, FOR FLEET SHOP, J.LORENTZ, JAN'22 - WATER</u>	01/03/2022	56.11	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	921620031001	12869	<u>AMAZON.COM, 4-DRAWER FILING CABINET, FOR FLEET SHOP, J.LORENTZ, JAN'22 - SEWER</u>	01/03/2022	56.11	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	921620031001	12869	<u>AMAZON.COM, 4-DRAWER FILING CABINET, FOR FLEET SHOP, J.LORENTZ, JAN'22 - PI</u>	01/03/2022	28.05	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 92162003100116345196:						280.53	.00					
1444	U.S. BANK (VISA)	921620041005	12869	<u>AMAZON.COM, 12 EA PLANNERS, 1 EA HEAVY DUTY TAPE, JAN'22 - PARKS</u>	01/04/2022	143.64	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/22		
Total 92162004100536758993:						143.64	.00					
1444	U.S. BANK (VISA)	921620041008	12859	<u>AMAZON.COM, 48X36 WHITE BOARD, N. STANLEY, JAN'22 - ADMIN</u>	01/04/2022	59.87	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	921620041008	12859	<u>AMAZON.COM, 48X36 WHITE BOARD, N. STANLEY, JAN'22 - WATER</u>	01/04/2022	1.53	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/22		

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1444	U.S. BANK (VISA)	921620041008	12859	<u>AMAZON.COM, 48X36 WHITE BOARD, N. STANLEY, JAN'22 - SEWER</u>	01/04/2022	1.53	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	921620041008	12859	<u>AMAZON.COM, 48X36 WHITE BOARD, N. STANLEY, JAN'22 - PI</u>	01/04/2022	.76	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 92162004100851647243:						63.69	.00					
1444	U.S. BANK (VISA)	921620051004	12888	<u>AMAZON.COM, 1 EA FLAGPOLE RETAINER RING, FOR CITY HALL, JAN'22 - ADMIN</u>	01/05/2022	17.85	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	2/22		
1444	U.S. BANK (VISA)	921620051004	12888	<u>AMAZON.COM, 1 EA FLAGPOLE RETAINER RING, FOR CITY HALL, JAN'22 - WATER</u>	01/05/2022	12.21	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/22		
1444	U.S. BANK (VISA)	921620051004	12888	<u>AMAZON.COM, 1 EA FLAGPOLE RETAINER RING, FOR CITY HALL, JAN'22 - SEWER</u>	01/05/2022	12.21	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
1444	U.S. BANK (VISA)	921620051004	12888	<u>AMAZON.COM, 1 EA FLAGPOLE RETAINER RING, FOR CITY HALL, JAN'22 - PI</u>	01/05/2022	4.71	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/22		
Total 92162005100448791677:						46.98	.00					
1444	U.S. BANK (VISA)	921620051007	12891	<u>AMAZON.COM, 1 PACK LARGE MOVING BOXES WITH HANDLES, J. REID, JAN'22 - P&Z</u>	01/05/2022	39.99	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	2/22		
Total 92162005100701411310:						39.99	.00					
1444	U.S. BANK (VISA)	921620081008	12910	<u>HOME DEPOT, OUTLETS FOR FLEET SHOP, JAN'22 - ADMIN</u>	01/07/2022	48.43	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
1444	U.S. BANK (VISA)	921620081008	12910	<u>HOME DEPOT, OUTLETS FOR FLEET SHOP, JAN'22 - WATER</u>	01/07/2022	19.37	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
1444	U.S. BANK (VISA)	921620081008	12910	<u>HOME DEPOT, OUTLETS FOR FLEET SHOP, JAN'22 - SEWER</u>	01/07/2022	19.37	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		

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1444	U.S. BANK (VISA)	921620081008	12910	<u>HOME DEPOT, OUTLETS FOR FLEET SHOP, JAN'22 - PI</u>	01/07/2022	9.69	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
Total 92162008100876294035:						96.86	.00					
1444	U.S. BANK (VISA)	921620111001	12923	<u>AMAZON.COM, 4 EA SNOWPLOW MARKERS FOR BLADES, J. LORENTZ, JAN '22 - PARKS</u>	01/11/2021	58.24	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/22		
Total 92162011100138191198:						58.24	.00					
1444	U.S. BANK (VISA)	921620120000		<u>WWW.1099ONLINE.COM, 1099 REPORTING, J. EMPEY, JAN'22 - ADMIN</u>	01/12/2022	12.48	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	921620120000		<u>WWW.1099ONLINE.COM, 1099 REPORTING, J. EMPEY, JAN'22 - WATER</u>	01/12/2022	16.47	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	921620120000		<u>WWW.1099ONLINE.COM, 1099 REPORTING, J. EMPEY, JAN'22 - SEWER</u>	01/12/2022	16.47	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
1444	U.S. BANK (VISA)	921620120000		<u>WWW.1099ONLINE.COM, 1099 REPORTING, J. EMPEY, JAN'22 - PI</u>	01/12/2022	4.48	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 92162012000028976511:						49.90	.00					
1444	U.S. BANK (VISA)	921620130000		<u>ONLOGIC, TAX CREDIT/REFUND, INV #92161362000028066162, JAN'22 - WATER</u>	01/12/2022	-118.96	.00	<u>20-6141 IT SMALL EQUIPMENT</u>	0	2/22		
1444	U.S. BANK (VISA)	921620130000		<u>ONLOGIC, TAX CREDIT/REFUND, INV #92161362000028066162, JAN'22 - SEWER</u>	01/12/2022	-118.96	.00	<u>21-6141 IT SMALL EQUIPMENT</u>	0	2/22		
1444	U.S. BANK (VISA)	921620130000		<u>ONLOGIC, TAX CREDIT/REFUND, INV #92161362000028066162, JAN'22 - PI</u>	01/12/2022	-45.31	.00	<u>25-6141 IT SMALL EQUIPMENT</u>	0	2/22		

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Total 92162013000012356745:						-283.23	.00					
1444	U.S. BANK (VISA)	921620171002	12929	<u>AMAZON.COM, 5 BOXES HANGING FILE FOLDERS, J. LORENTZ, JAN'22 - PARKS</u>	01/17/2022	104.55	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/22		
Total 92162017100252661921:						104.55	.00					
1444	U.S. BANK (VISA)	921620181004		<u>AMAZON.COM, 4 EA CASES FOR TABLETS, T. SHAFFER, JAN'22 - SEWER</u>	01/18/2022	141.95	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 92162018100426404884:						141.95	.00					
1444	U.S. BANK (VISA)	921620231001	12950	<u>AMAZON.COM, 1 EA LAPTOP STAND, 3 EA WEBCAMS, JAN '22 - SEWER</u>	01/23/2022	261.15	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/22		
Total 92162023100165602196:						261.15	.00					
Total U.S. BANK (VISA):						9,459.04	.00					
ULINE INC												
2065	ULINE INC	143803023	12946	<u>2 EA SWIVEL SHOP STOOL, NO BACKREST, JAN'22 - WATER</u>	01/14/2022	247.11	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/22		
2065	ULINE INC	143803023	12946	<u>1 EA SCRAPER ENTRY MAT, 1 EA GRAY MAT, 1 EA GREEN MAT, FOR TREATMENT PLANT, JAN'22 - WATER</u>	01/14/2022	160.56	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/22		
2065	ULINE INC	143803023	12946	<u>1 EA SCRAPER ENTRY MAT, 1 EA GRAY MAT, 1 EA GREEN MAT, FOR TREATMENT PLANT, JAN'22 - SEWER</u>	01/14/2022	160.56	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/22		
2065	ULINE INC	143803023	12946	<u>1 EA SCRAPER ENTRY MAT, 1 EA GRAY MAT, 1 EA GREEN MAT, FOR TREATMENT PLANT, JAN'22 - PI</u>	01/14/2022	61.17	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/22		

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Total 143803023:						629.40	.00					
Total ULINE INC:						629.40	.00					
ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	102472		<u>REPAIR MINI SPLIT SYSTEM (HEAT & COOL) AT ORCHARD LIFT STATION, JAN'22 - SEWER</u>	01/24/2022	119.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total 102472:						119.00	.00					
1538	ULTIMATE HEATING & AIR, INC.	102590		<u>REMOVED & REPLACED CONDENSER CONTROL BOARD, FOR ORCHARD LIFT STATION, JAN'22 - SEWER</u>	01/28/2022	369.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total 102590:						369.00	.00					
Total ULTIMATE HEATING & AIR, INC.:						488.00	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	49804075	12982	<u>CITRIC ACID, T. SHAFFER, JAN'22 - SEWER</u>	01/27/2022	5,874.12	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	2/22		
Total 49804075:						5,874.12	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97702468		<u>REFUND/CREDIT MEMO, INV #49779669, TOTE DEPOSIT RETURN, JAN'22 - SEWER</u>	01/27/2022	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	2/22		
Total 97702468:						-700.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97702469		<u>REFUND/CREDIT MEMO, INV #49779669, TOTE DEPOSIT RETURN, JAN'22 - SEWER</u>	01/27/2022	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	2/22		

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Total 97702469:						-700.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						4,474.12	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	855945	12849	<u>2 EA COD RECYCLING KIT, T. SHAFFER, JAN'22 - SEWER</u>	01/24/2022	816.00	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	2/22		
Total 855945:						816.00	.00					
Total USA BLUE BOOK:						816.00	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	302644.00		<u>STYLISH HOMES, 993 E TUCMAN ST, UTILITY REFUND</u>	01/14/2022	35.56	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2044	UTILITY REFUND #10	302644.00		<u>STYLISH HOMES, 993 E TUCMAN ST, UTILITY REFUND</u>	01/14/2022	40.30	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 302644.00:						75.86	.00					
Total UTILITY REFUND #10:						75.86	.00					
UTILITY REFUND #13												
2106	UTILITY REFUND #13	150560.06		<u>TERENCE O BLUFORD, 1270 N ANDREW DR, UTILITY REFUND</u>	02/02/2022	43.98	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	150560.06		<u>TERENCE O BLUFORD, 1270 N ANDREW DR, UTILITY REFUND</u>	02/02/2022	47.94	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	150560.06		<u>TERENCE O BLUFORD, 1270 N ANDREW DR, UTILITY REFUND</u>	02/02/2022	39.83	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 150560.06:						131.75	.00					
2106	UTILITY REFUND #13	200055.05		<u>RONALD WAYNE KELLER SR, 184 E STRIPED OWL DR, UTILITY REFUND</u>	02/02/2022	74.43	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		

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2106	UTILITY REFUND #13	200055.05		<u>RONALD WAYNE KELLER SR, 184 E STRIPED OWL DR, UTILITY REFUND</u>	02/02/2022	93.89	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	200055.05		<u>RONALD WAYNE KELLER SR, 184 E STRIPED OWL DR, UTILITY REFUND</u>	02/02/2022	55.40	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 200055.05:						223.72	.00					
2106	UTILITY REFUND #13	240725.02		<u>RACHELLE SWANSON, 968 E FOLGADO CT, UTILITY REFUND</u>	02/03/2022	35.06	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	240725.02		<u>RACHELLE SWANSON, 968 E FOLGADO CT, UTILITY REFUND</u>	02/03/2022	39.65	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	240725.02		<u>RACHELLE SWANSON, 968 E FOLGADO CT, UTILITY REFUND</u>	02/03/2022	27.81	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 240725.02:						102.52	.00					
2106	UTILITY REFUND #13	266055.02		<u>CHRISTIE ANTON, 2876 W NAVY ST, UTILITY REFUND</u>	01/26/2022	33.94	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	266055.02		<u>CHRISTIE ANTON, 2876 W NAVY ST, UTILITY REFUND</u>	01/26/2022	39.38	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	266055.02		<u>CHRISTIE ANTON, 2876 W NAVY ST, UTILITY REFUND</u>	01/26/2022	35.27	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 266055.02:						108.59	.00					
2106	UTILITY REFUND #13	277528.01		<u>PATRICIA L CRAIG, 290 W SNOWY OWL ST, UTILITY REFUND</u>	02/02/2022	20.71	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	277528.01		<u>PATRICIA L CRAIG, 290 W SNOWY OWL ST, UTILITY REFUND</u>	02/02/2022	24.93	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		

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2106	UTILITY REFUND #13	277528.01		<u>PATRICIA L CRAIG, 290 W SNOWY OWL ST. UTILITY REFUND</u>	02/02/2022	17.03	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 277528.01:						62.67	.00					
2106	UTILITY REFUND #13	281137.00		<u>VENTA HOMES, 1460 W CARAVAN ST. UTILITY REFUND</u>	02/08/2022	2.91	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	281137.00		<u>VENTA HOMES, 1460 W CARAVAN ST. UTILITY REFUND</u>	02/08/2022	2.64	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 281137.00:						5.55	.00					
2106	UTILITY REFUND #13	292102.01		<u>CASEY DRAY, 2591 W RICKON ST. UTILITY REFUND</u>	01/26/2022	18.24	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	292102.01		<u>CASEY DRAY, 2591 W RICKON ST. UTILITY REFUND</u>	01/26/2022	16.66	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	292102.01		<u>CASEY DRAY, 2591 W RICKON ST. UTILITY REFUND</u>	01/26/2022	11.36	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 292102.01:						46.26	.00					
2106	UTILITY REFUND #13	300140.03		<u>WILLIAM JOHNS, 1143 E YANKEE BASIN DR. UTILITY REFUND</u>	02/02/2022	44.27	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	300140.03		<u>WILLIAM JOHNS, 1143 E YANKEE BASIN DR. UTILITY REFUND</u>	02/02/2022	57.31	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	300140.03		<u>WILLIAM JOHNS, 1143 E YANKEE BASIN DR. UTILITY REFUND</u>	02/02/2022	34.63	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 300140.03:						136.21	.00					
2106	UTILITY REFUND #13	302117.02		<u>ALLEN BOLLSCHWEILER, 935 E ANDES DR. UTILITY REFUND</u>	02/08/2022	51.03	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		

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2106	UTILITY REFUND #13	302117.02		<u>ALLEN BOLLSCHWEILER, 935 E ANDES DR, UTILITY REFUND</u>	02/08/2022	67.68	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	302117.02		<u>ALLEN BOLLSCHWEILER, 935 E ANDES DR, UTILITY REFUND</u>	02/08/2022	49.06	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 302117.02:						167.77	.00					
2106	UTILITY REFUND #13	304009.01		<u>TYLOR S CONLEY, 9516 S BLUE OAK AVE, UTILITY REFUND</u>	02/02/2022	27.94	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	304009.01		<u>TYLOR S CONLEY, 9516 S BLUE OAK AVE, UTILITY REFUND</u>	02/02/2022	35.21	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	304009.01		<u>TYLOR S CONLEY, 9516 S BLUE OAK AVE, UTILITY REFUND</u>	02/02/2022	24.99	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 304009.01:						88.14	.00					
2106	UTILITY REFUND #13	330057.01		<u>STEVEN MICHAEL CHARLES, 1834 N SNOWFIELD PL, UTILITY REFUND</u>	02/02/2022	123.29	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2106	UTILITY REFUND #13	330057.01		<u>STEVEN MICHAEL CHARLES, 1834 N SNOWFIELD PL, UTILITY REFUND</u>	02/02/2022	37.53	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
2106	UTILITY REFUND #13	330057.01		<u>STEVEN MICHAEL CHARLES, 1834 N SNOWFIELD PL, UTILITY REFUND</u>	02/02/2022	25.17	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/22		
Total 330057.01:						185.99	.00					
Total UTILITY REFUND #13:						1,259.17	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	282019.00		<u>CBH, 2940 N SUNSET AVE, UTILITY REFUND</u>	01/13/2022	38.01	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	282019.00		<u>CBH, 2940 N SUNSET AVE, UTILITY REFUND</u>	01/13/2022	37.72	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		

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Total 282019.00:						75.73	.00					
2004	UTILITY REFUND #9	282037.00		<u>CBH, 2868 N KLEMMER AVE, UTILITY REFUND</u>	01/21/2022	38.45	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	282037.00		<u>CBH, 2868 N KLEMMER AVE, UTILITY REFUND</u>	01/21/2022	37.16	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 282037.00:						75.61	.00					
2004	UTILITY REFUND #9	282046.00		<u>CBH, 2961 N CORAL FALLS AVE, UTILITY REFUND</u>	01/13/2022	44.50	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	282046.00		<u>CBH, 2961 N CORAL FALLS AVE, UTILITY REFUND</u>	01/13/2022	46.62	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 282046.00:						91.12	.00					
2004	UTILITY REFUND #9	302516.00		<u>EAGLEWOOD HOMES, 9244 S FUEGO AVE, UTILITY REFUND</u>	01/21/2022	45.22	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	302516.00		<u>EAGLEWOOD HOMES, 9244 S FUEGO AVE, UTILITY REFUND</u>	01/21/2022	32.53	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 302516.00:						77.75	.00					
2004	UTILITY REFUND #9	304502.00		<u>CBH, 3077 N NEW MORNING AVE, UTILITY REFUND</u>	01/21/2022	42.03	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	304502.00		<u>CBH, 3077 N NEW MORNING AVE, UTILITY REFUND</u>	01/21/2022	31.89	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 304502.00:						73.92	.00					
2004	UTILITY REFUND #9	304509.00		<u>CBH, 2488 E FITZ ROY ST, UTILITY REFUND</u>	01/14/2022	73.07	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	304509.00		<u>CBH, 2488 E FITZ ROY ST, UTILITY REFUND</u>	01/14/2022	75.69	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		

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Total 304509.00:						148.76	.00					
2004	UTILITY REFUND #9	304526.00		<u>CBH, 2507 E MOON EYE DR, UTILITY REFUND</u>	01/21/2022	66.62	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	304526.00		<u>CBH, 2507 E MOON EYE DR, UTILITY REFUND</u>	01/21/2022	66.60	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 304526.00:						133.22	.00					
2004	UTILITY REFUND #9	304535.00		<u>CBH, 3013 N NEW MORNING AVE, UTILITY REFUND</u>	01/21/2022	44.74	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	304535.00		<u>CBH, 3013 N NEW MORNING AVE, UTILITY REFUND</u>	01/21/2022	32.00	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 304535.00:						76.74	.00					
2004	UTILITY REFUND #9	304542.00		<u>CBH, 3083 N NIGHT OWL AVE, UTILITY REFUND</u>	01/21/2022	41.07	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	304542.00		<u>CBH, 3083 N NIGHT OWL AVE, UTILITY REFUND</u>	01/21/2022	39.60	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 304542.00:						80.67	.00					
2004	UTILITY REFUND #9	304551.00		<u>CBH, 3075 N MOONSHADOW AVE, UTILITY REFUND</u>	01/21/2022	24.38	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	304551.00		<u>CBH, 3075 N MOONSHADOW AVE, UTILITY REFUND</u>	01/21/2022	20.62	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 304551.00:						45.00	.00					
2004	UTILITY REFUND #9	304553.00		<u>CBH, 3037 N MOONSHADOW AVE, UTILITY REFUND</u>	01/21/2022	46.08	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	304553.00		<u>CBH, 3037 N MOONSHADOW AVE, UTILITY REFUND</u>	01/21/2022	44.64	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		

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Total 304553.00:						90.72	.00					
2004	UTILITY REFUND #9	304563.00		<u>CBH, 2999 N NIGHT OWL AVE, UTILITY REFUND</u>	01/21/2022	70.02	.00	<u>20-4500 METERED WATER SALES</u>	0	2/22		
2004	UTILITY REFUND #9	304563.00		<u>CBH, 2999 N NIGHT OWL AVE, UTILITY REFUND</u>	01/21/2022	70.84	.00	<u>21-4600 SEWER USER FEES</u>	0	2/22		
Total 304563.00:						140.86	.00					
Total UTILITY REFUND #9:						1,110.10	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9898374103		<u>MODEM SERVICE FOR THE WELLS, 12/29-1/28/22 - WATER</u>	01/28/2022	259.54	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	2/22		
1575	VERIZON WIRELESS	9898374103		<u>MODEM SERVICE FOR THE WELLS, 12/29-1/28/22 - P.I</u>	01/28/2022	84.50	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	2/22		
1575	VERIZON WIRELESS	9898374103		<u>MODEM SERVICE FOR THE LIFT STATIONS, 12/29-1/28/22 - SEWER</u>	01/28/2022	369.28	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	2/22		
Total 9898374103:						713.32	.00					
Total VERIZON WIRELESS:						713.32	.00					
W.W. GRAINGER												
162	W.W. GRAINGER	9186386471	12969	<u>PIPE THREAD TAP TOOL, C. DEYOUNG, JAN'22 - WATER</u>	01/21/2022	221.19	.00	<u>20-6175 SMALL TOOLS</u>	0	2/22		
162	W.W. GRAINGER	9186386471	12969	<u>PIPE THREAD TAP TOOL, C. DEYOUNG, JAN'22 - P.I</u>	01/21/2022	55.30	.00	<u>25-6175 SMALL TOOLS</u>	0	2/22		
Total 9186386471:						276.49	.00					
Total W.W. GRAINGER:						276.49	.00					

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0574536		<u>RECORDS DESTRUCTION FOR CITY HALL, 01/01/22 - 01/31/22 - ADMIN</u>	02/01/2022	12.54	.00	<u>01-6052 CONTRACT SERVICES</u>	0	2/22		
1633	WESTERN RECORDS DESTRUCTION, INC.	0574536		<u>RECORDS DESTRUCTION FOR CITY HALL, 01/01/22 - 01/31/22 - WATER</u>	02/01/2022	8.58	.00	<u>20-6052 CONTRACT SERVICES</u>	0	2/22		
1633	WESTERN RECORDS DESTRUCTION, INC.	0574536		<u>RECORDS DESTRUCTION FOR CITY HALL, 01/01/22 - 01/31/22 - SEWER</u>	02/01/2022	8.58	.00	<u>21-6052 CONTRACT SERVICES</u>	0	2/22		
1633	WESTERN RECORDS DESTRUCTION, INC.	0574536		<u>RECORDS DESTRUCTION FOR CITY HALL, 01/01/22 - 01/31/22 - PI</u>	02/01/2022	3.30	.00	<u>25-6052 CONTRACT SERVICES</u>	0	2/22		
Total 0574536:						33.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						33.00	.00					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	220081		<u>2 CASES XL NITRILE GLOVES, 2 CASES LARGE NITRILE GLOVES, JAN'22 - SEWER</u>	01/20/2022	1,159.54	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	2/22		
Total 220081:						1,159.54	.00					
Total WESTERN STATES CHEM:						1,159.54	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	SC335259	13020	<u>GENERATOR REPAIR FOR TEN MILE LIFT STATION, T.FLEMING, FEB'22 - SEWER</u>	01/31/2022	247.20	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/22		
Total SC335259:						247.20	.00					
98	WESTERN STATES EQUIPMENT CO.	SC340045	13062	<u>CEDAR WELL WORK, LEAKING OIL LINES, D. CROSSLEY, FEB'22 - WATER</u>	02/07/2022	73.79	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/22		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 1/28/2022-2/10/2022

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 Feb 10, 2022 09:06AM

Vendor #	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 SC340045:						73.79	.00					
Total WESTERN STATES EQUIPMENT CO.:						320.99	.00					
WEX BANK												
1234	WEX BANK	78115411		<u>FUEL, JAN.'22 - ADMIN</u>	01/31/2022	12.87	.00	<u>01-6300 FUEL</u>	0	2/22		
1234	WEX BANK	78115411		<u>FUEL, JAN.'22 - P&Z</u>	01/31/2022	4.60	.00	<u>01-6300 FUEL</u>	1003	2/22		
1234	WEX BANK	78115411		<u>FUEL, JAN.'22 - PARKS</u>	01/31/2022	127.98	.00	<u>01-6300 FUEL</u>	1004	2/22		
1234	WEX BANK	78115411		<u>FUEL, JAN.'22 - BUILDING INSPECTION</u>	01/31/2022	282.82	.00	<u>01-6300 FUEL</u>	1005	2/22		
1234	WEX BANK	78115411		<u>FUEL, JAN.'22 - WATER</u>	01/31/2022	307.68	.00	<u>20-6300 FUEL</u>	0	2/22		
1234	WEX BANK	78115411		<u>FUEL, JAN.'22 - SEWER</u>	01/31/2022	330.94	.00	<u>21-6300 FUEL</u>	0	2/22		
1234	WEX BANK	78115411		<u>FUEL, JAN.'22 - P.I</u>	01/31/2022	78.53	.00	<u>25-6300 FUEL</u>	0	2/22		
1234	WEX BANK	78115411		<u>FUEL, JAN.'22 - ECONOMIC DEVELOPMENT</u>	01/31/2022	25.81	.00	<u>01-6300 FUEL</u>	4000	2/22		
Total 78115411:						1,171.23	.00					
Total WEX BANK:						1,171.23	.00					
Grand Totals:						533,278.91	397,833.22					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 1/28/2022-2/10/2022

Page: 54
Feb 10, 2022 09:06AM

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

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF) **Case Nos. 21-07-AN (Annexation)**
) **21-07-DA (Development**
) **Agreement)**
TRILOGY DEVELOPMENT, INC.) **FINDINGS OF FACT,**
) **CONCLUSIONS OF LAW, AND**
) **ORDER OF APPROVAL OF**
For Annexation of Parcel Nos.: S1418123460,) **ANNEXATION AND**
S1418123496, S1418123498, S1418123490,) **DEVELOPMENT AGREEMENT**
S1418427800 and S1418417200.) **APPLICATIONS.**

THESE MATTERS came before the City Council for Public Hearing on February 1, 2022, 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 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:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Report			X
2.1	Application Coversheet			X
2.2	Annexation Application			X
2.3	Letter of Intent			X
2.4	R-6 Zone and OVERALL Legal Description(s)			X
2.5	R-8 Legal Description			X
2.6	Vicinity Map			X
2.7	Vicinity Map With City Limits			X
2.8	Warranty Deed(s) – Johnson			X
2.10	Warranty Deed(s) – Heartland Homes			X
2.11	Affidavit of Legal Interest – 207, LLC - Fred Depold			X
2.12	Affidavit of Legal Interest – Heartland Homes			X

2.13	Neighborhood Meeting Certification			X
2.14	Commitment to Post the Property			X
2.15	City Engineer's Memo			X
2.16	Ada County Highway District Comments (ACHD)			X
2.17	Ada County Development Services			X
2.18	Boise Project Board of Control Comments			X
2.19	Central District Health Comments			X
2.20	COMPASS Comments			X
2.21	Agency Comments Request 9.15.2021			X
2.22	P&Z Kuna Melba News 10.13.2021			X
2.23	P&Z Legal Notice Mailer 10.13.2021			X
2.24	P&Z Proof of Property Posting			X
2.25	Commission Meeting Minutes			X
2.26	Affidavit of Legal Interest – JRL Properties			X
2.27	Proposed Development Agreement			X
2.28	City Engineer UPDATED Memo			X
2.29	Commission FCO's			X
2.30	CC Kuna Melba News 12.29.21			X
2.31	CC Legal Notice Mailer 12.29.21			X
2.32	CC Proof of Property Posting			X

1.2 Hearings

1.2.1 The City Council heard this application on February 1, 2022. The FCO's have been requested to go to the City Council on February 15, 2022. A Neighborhood Meeting was held June 30, 2021, no residents attended the meeting. A legal notice was published in the Kuna Melba Newspaper on December 29, 2021. The applicant posted sign on the property on January 6, 2022. Neighborhood Notices were mailed to land owners within 300-FT of the proposed project site on December 29, 2021 and date-correction notices were mailed January 7, 2022.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's November 9, 2021, hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Planner III

1.3.1.2 Appearing for the Applicant:
Jane Suggs, Gem State Planning, LLC., 9839 W Cable Car Street, Ste. 101
Boise, ID 83709 - Testified

- 1.3.1.3 Appearing In Favor: None
- 1.3.1.4 Appearing For Neutral:
Dave Reinhart, Kuna School District No. 3 - Testified
- 1.3.1.5 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 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 December 29, 2021, hearing for the Ledgestone South Annexation 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.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba News</i>	December 29, 2021

3.1.2.2 Notice for the February 1, 2022, hearing containing the description of the property proposed to be Annexed, was mailed on December 29, 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 February 1, 2022, hearing was posted on a sign in accordance with Kuna City Code (KCC) 5-1A-8, on January 6, 2022. A Proof of Property Posting was provided to staff on January 7, 2022.

3.1.2.4 Notice for the February 1, 2022, hearing was posted on the City Website.

3.2 Findings Regarding Annexation

3.2.1 The land proposed for Annexation is comprised of six (6) parcels totaling *approximately* (approx.) 99.78 acres. The parcels involved are listed below:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Heartland Homes Property Management, LLC	32.54 ac	RR	S1418123460
Heartland Homes Property Management, LLC	32.51 ac	RR	S1418123496
JRL Properties, LP	14.72 ac.	RR	S1418142350
207 LLC	1.04 ac.	RR	S1418123490
JRL Properties, LP	16.80 ac.	RR	S1418427800

3.2.2 The proposal is for Annexation into Kuna City Limits for approx. 99.78 acres using two residential zones, R-6 Medium Density Residential (MDR) and R-8 MDR.

3.2.3 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	R-8	Medium Density Residential– Kuna City
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RR	Rural Residential – Ada County
	C-1	Neighborhood Commercial – Kuna City
	R-4	Medium Density Residential – Kuna City

3.2.4 All technical requirements listed in Kuna City Code (KCC) Chapter 5 were provided for the Annexation, application and the landowners at issue support the Annexation.

3.2.5 The subject site is located at (and near) 2425 N Locust Grove Road, near the southwest corner of Locust Grove and Hubbard Road.

3.2.6 The proposed project site has one residence and several outbuildings used for agricultural purposes. Vegetation on-site is consistent with that of crop fields. The site has an estimated average slope of 1.5% to 1.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 to 60 inches.

3.2.7 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 future development of the site.

3.2.8 The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail within the subject site.

3.2.9 Ada County Highway District (ACHD) delivered comments for an application on record known as KPP 19-0009 (ACHD case number) [20-01-AN, 20-03-S and 20-07-DR; *Ledgestone South 2020*]. ACHD has simply applied the requirements of the former

application to this Annexation only application (21-07-AN), in connection with possible Future Development application(s).

3.3 Testimony of the City Planner

3.3.1 Conclusions: The City Planner, in a staff memo to the City Council dated February 1, 2022, confirmed 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 June 30, 2021; there were no attendees. Meeting minutes have been provided as a part of this packet.

3.3.1.2 The Applicant requests Annexation of approx. 99.78 -acres into the City of Kuna using two zones; approx. 83.86 acres as R-6 MDR, and 16.45 acres as R-8 MDR. The lands are currently in Ada County, zoned RR (Rural Residential) and are adjacent to Kuna City Limits on the north and west sides.

3.3.1.3 The Applicant is only requesting Annexation into the City of Kuna at this time; the Applicant is reminded of all City of Kuna development standards if development is proposed in the future. The standards for useable open space are defined in Kuna City Code (KCC) 5-1-6-2. Pathways must be provided throughout the subdivision for pedestrian connectivity. KCC 5-17 defines how much developments shall devote as useable open space. The Applicant is reminded that local roads are required to provide five-foot wide minimum attached sidewalks and eight foot (8) minimum wide detached sidewalks along classified roads.

3.3.1.4 The proposed Annexation is within the Danskin Lift Station Sewage Basin which requires upgrades. The Developer may be requested to participate with lift station and/or force main improvements in order to serve possible future development. Sewer Flow models would be required to verify pipe sizes and would be paid by developer. The City Engineers office has submitted an update to their original comments and was included with the packet for Council's consideration.

3.3.1.5 The Applicant is willing to enter into a Development Agreement which describes in detail the Applicant is requesting Annexation only, without a development at this time. The Applicant is aware and agrees that they must return with future land use application in order to propose development of the site in any form. This Annexation request is only a first step and does not entitle the Owner/Developer/Applicant to any development rights. The Development Agreement has been reviewed and vetted by the Owner/Developer/Applicant, Staff (including Public Works) and the City's Legal Counsel. The Development Agreement was attached for Council's review, comments and their approval/conditional approval/denial.

3.3.2 Staff Recommendations: As a result of the review, Planner III, Troy Behunin, recommended if the City Council Approved Case Nos. 21-07-AN (Annexation) and 21-07-DA (Development Agreement), the Applicant be subject to the following Conditions of Approval:

- 3.3.2.1** The Owner/Developer/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:
- 3.3.2.1.1** The City Engineer shall approve the 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, 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.
- 3.3.2.4** 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 Kuna Municipal Pressure Irrigation System of the City (KMIS).

- 3.3.2.5 It is the responsibility of the Developer or his engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.
- 3.3.2.6 The Land Owner/Developer/Applicant, and/or 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.
- 3.3.2.7 The Land Owner/Developer/Applicant, and/or any future assigns having an interest in any of the subject properties shall be subject to all provisions required within an applicable Development Agreement.
- 3.3.2.8 For all future development and land use applications, the Owner/Developer/Applicant and any future assigns having interests in any of the subject properties shall be subject to applicable processes required in Kuna City Code, unless otherwise provided for within an applicable Development Agreement.
- 3.3.2.9 The Land Owner/Developer/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
- 3.3.2.10 Owner/Developer/Applicant shall comply with all local, state and federal laws.

3.4 Other Testimony

- 3.4.1 02/01/2022 Public Hearing – Jane Suggs of Gem State Planning, LLC, 9839 W Cable Car St. Ste., 101, Boise, ID, presented an overview of the proposed project and some of the previous development applications history. She did expound that the development community was working with Kuna Public Works on addressing current sewer capacity issues and working towards solutions. Ms. Suggs stressed the application before the Council was for Annexation only with an R-6 and R-8 zone. She agreed with the Conditions of Approval listed in the staff report and the Development Agreement as presented and explained when the development application came forward in the future, that is when the serviceability would be addressed. Ms. Suggs stated the Annexation followed the FLUM (Future Land Use Map) within the Comprehensive Plan she then stood for questions.

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 ANNEXATION AND DEVELOPMENT AGREEMENT

- 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 all private landowners of the parcels at issue have consented to the proposed Annexation.
- 5.4 The City has the authority to enter into a Development Agreement as a condition of zoning per I.C. § 67-6511A.

VI

ORDER OF APPROVAL

RE: APPLICATION FOR ANNEXATION AND DEVELOPMENT AGREEMENT

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 The Annexation Application (Case No 21-07-AN) is hereby *Approved*.
- 6.2 The Development Agreement (Case No. 21-07-DA) is hereby *Approved*.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 15th day of February, 2022.

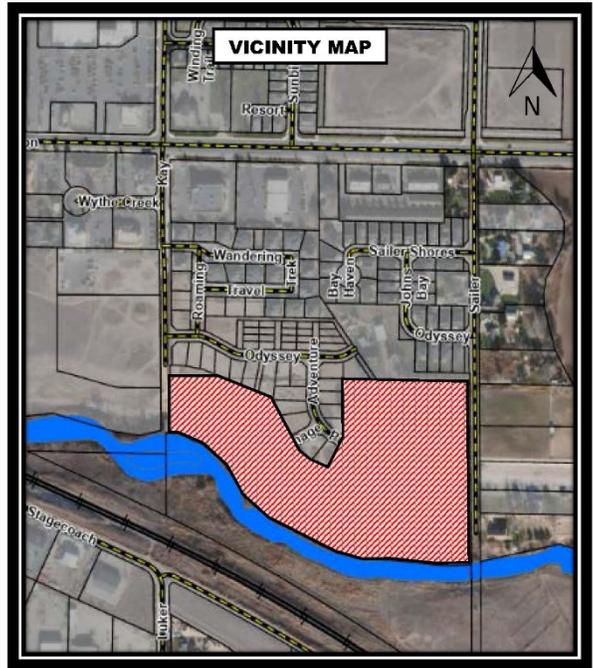
Joe Stear, Mayor

**BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATION OF) **Case No. 21-12-FP (Final Plat)**
)
BLACK CREEK LLP)
) **STAFF MEMO FOR THE**
) **JOURNEY'S END NO. 4 FINAL**
For Journey's End No. 4 Final Plat) **PLAT APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Process and Noticing
3. General Project Facts
4. Applicable Standards
5. General Project Facts
6. Staff Analysis
7. Applicable Standards
8. Council's Order of Decision



**I
EXHIBIT LIST**

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X
2.2	Final Plat Application			X
2.3	Final Plat			X

2.4	Findings of Fact & Conclusions of Law – Approved 01.19.2015			X
2.5	Statement of Conformance			X
2.6	Affidavit of Legal Interest			X
2.7	Warranty Deeds			X
2.8	Public Works Memo			X

II PROCESS AND NOTICING

- 2.1** A Final Plat (FP) is designated in Kuna City Code (KCC) 1-14-3, as a Public Meeting, with City Council as the decision-making body. As a Public Meeting, this application does not require formal notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council is outlined in KCC 1-14-3 and have been adhered to.

III GENERAL PROJECT FACTS

- 3.1** Steve Arnold of A Team Land Consultants, on behalf of his client Black Creek LLP, requests Final Plat Approval for Journey’s End Subdivision No. 4. This project is approximately 16.2-acres with an R-6 (Medium Density Residential) zone, and will consist of 64 Single-Family Residential buildable lots and 8 common lots. The site is located approximately 0.2 miles South of the E Avalon Street & S Kay Avenue intersection (APN: R061525800).

IV STAFF ANALYSIS

- 4.1** The Applicant has submitted a complete application in accordance with Kuna City Code (KCC) Title 6, and seeks Final Plat approval for Journey’s End No. 4.

The Comprehensive Plan Future Land Use Map (FLUM) designates the subject site as High Density Residential and the subject site is zoned R-6 (Medium Density Residential); staff deems this appropriate as the subject sites zoning does not exceed the FLUM designation.

Per the Public Works Memo (Exhibit 2.8), Public Works staff supports approval of this Final Plat, with official approval after all conditions are met. The project has reserved capacity within the Orchard Lift Station and fees for the City inspection of sewer, water and irrigation construction have been paid. This project is also in line with city sewer, water and pressurized irrigation Master Plans.

Staff has determined the proposed Final Plat for Journey’s End No. 4 is in general compliance with Kuna City Code; Comprehensive Plan; and Idaho Code. If City Council approves of Case No. 21-12-FP, staff recommends the Applicant/Landowner/Developer be subject to the Conditions as listed in Section “VI” (6) of this report.

V
APPLICABLE STANDARDS

- 5.1** Kuna City Code Title 6, Subdivision Regulations
- 5.2** Kuna Comprehensive Plan and Future Land Use Map.
- 5.3** Idaho Code Title 50, Chapter 13, Plats and Vacations.

VI
CONDITIONS OF APPROVAL

- 6.1** Water Rights associated with property shall be transferred to the City at time of connection (development) by deed and “Change of Ownership” form from IDWR (Idaho Department of Water Resources).
- 6.2** Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Public Works Staff.
- 6.3** 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 City Council or Planning and Zoning.
- 6.4** Developer/Owner/Applicant shall 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.
- 6.5** Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.
- 6.6** Developer/Owner/Applicant is hereby notified of Kuna’s working hours. Construction of any kind shall only be conducted between 7:00 AM to 11:00 PM; noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- 6.7** 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 12-inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout the seasons.
- 6.8** Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer’s signature on the Final Plat Mylar.

DATED this 15th day of February, 2022.



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): 21-12-FP

Project Name: Journey's End No.4

Date Received: 07.09.21, Remaining Doc. 07.15.2021

Date Accepted as Complete: 01.11.2022

Type of review requested (check all that apply); please submit all associated applications:

<input type="checkbox"/>	Annexation	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input type="checkbox"/>	Design Review	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input checked="" type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input type="checkbox"/>	Planned Unit Development
<input type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Rezone
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

Owner of Record

Name: Black Creek LLP

Address: PO Box 690

Meridian Idaho 83680

Phone: 208-514-4909 Email: lindaboutstfi@gmail.com

Applicant (Developer) Information

Name: A Team Land Consultants

Address: 1785 Whisper Cove Avenue

Boise Idaho, 83709

Phone: 208-871-7020 Email: steve@ateamboise.com

Engineer/Representative Information

Name: A Team Land Consultants, Steve Arnold

Address: 1785 Whisper Cove Avenue

Boise Idaho 83709

Phone: 208-871-7020

Email: steve@ateamboise.com

Subject Property Information

Site Address: S KAY AVE & 987 E KUNA RD KUNA, ID 83634

Nearest Major Cross Streets: Kay Street and Avalon Road

Parcel No.(s): ~~R01615252200~~ R0615252801 per Ada County Assessor JR 01.11.2022

Section, Township, Range: SECTION 25, T.2N., R.1W

Property Size: 16.2 acres

Current Land Use: Vacant Proposed Land Use: Residential

Current Zoning: R-6 Proposed Zoning: No Change

Project Description

Project Name: Journey's End No. 4

General Description of Project: 64 single family lots as previously approved in the preliminary plat.

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 common landscape areas.

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: 64 No. of Building Lots: 64

No. of Common Lots: 7 8 per Final Plat.
JR 07.16.2021 No. of Other Lots: N/A

Type of dwelling(s) proposed (check all that apply):

Single-Family Townhomes Duplexes Multi-Family

Other: _____

Minimum square footage of structure(s): 1,500 s.f

Gross Density (Dwelling Units ÷ Total Acreage): 3.9/acre

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 4.8/acre

Percentage of Open Space provided: 10-percent Acreage of Open Space: 1.67

Type of Open Space provided (i.e. public, common, landscaping): _____

Common areas and pathways

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: Steve Arnold Digitally signed by Steve Arnold
DN: C=US, E=steve@ateambolse.com, O=A
Team Land Consultants, CN=Steve Arnold
Date: 2021.05.10 10:01:29-06'00' Date: 5/10/2021



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): 21-12-FP

Project Name: Journey's End No. 4

Date Received: 07.09.21, Remaining Docs 07.15.2021

Date Accepted as Complete: 01.22.2022

Application shall contain one (1) copy of the following:

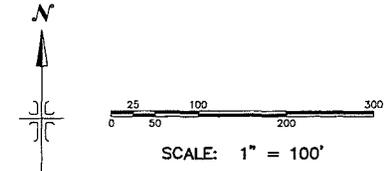
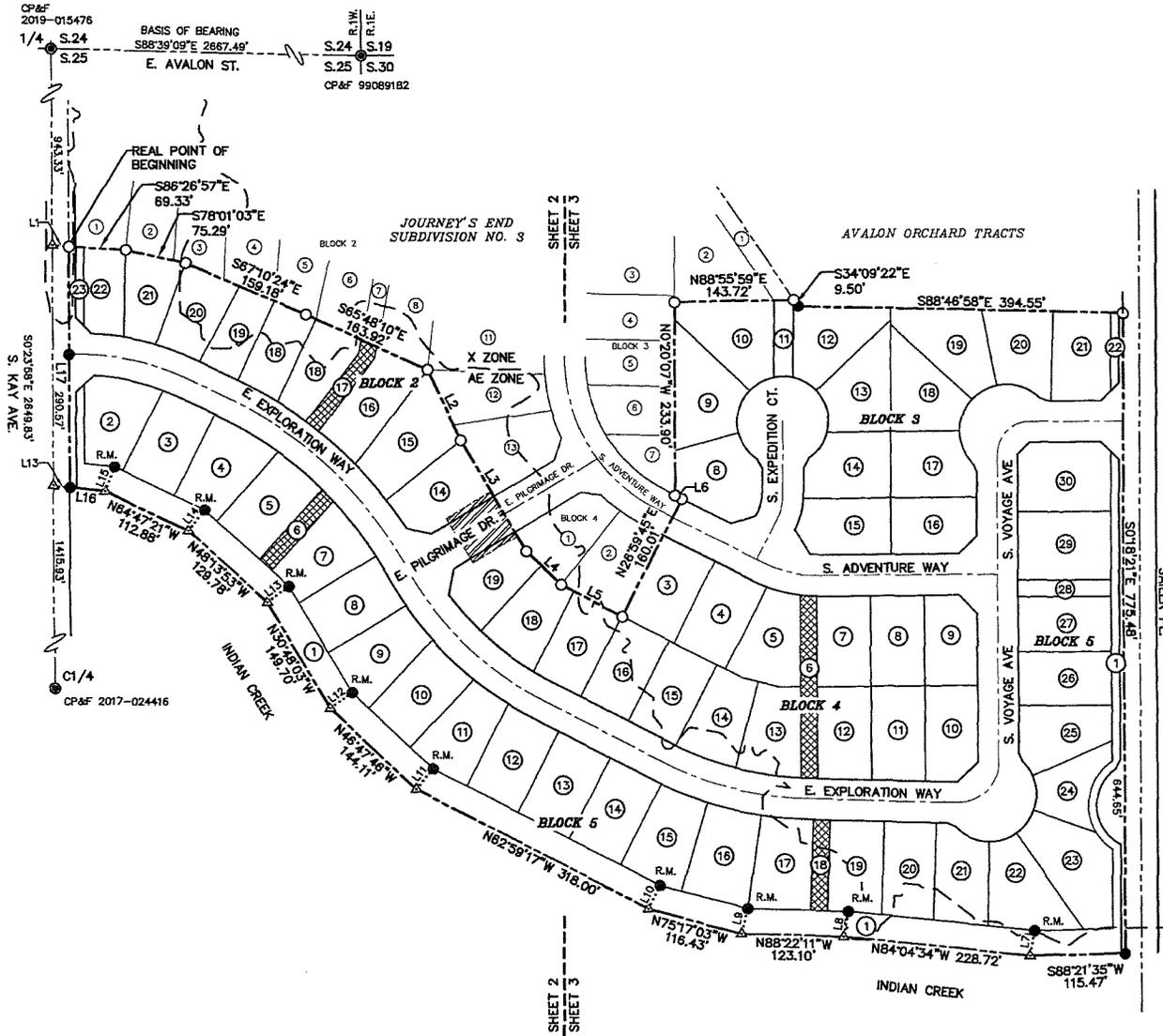
- Complete Planning & Zoning Application Coversheet.
- All pages of the proposed Final Plat.
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- Approved & signed Findings of Fact and Conclusions of Law for Preliminary 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 JOURNEY'S END SUBDIVISION NO. 4

A RE-SUBDIVISION OF A PORTION OF LOTS 1, 5, 6, 7 AND 8 OF AVALON ORCHARD TRACTS LOCATED IN THE NW1/4 OF THE NE1/4 AND SW1/4 OF NE1/4 OF SECTION 25, T.2N., R.1W., B.M. KUNA, ADA COUNTY, IDAHO 2021



LEGEND

- FOUND 5/8" IRON PIN PLS 7729 UNLESS OTHERWISE NOTED
- FOUND ALUMINUM CAP MONUMENT
- SET 5/8" IRON PIN WITH CAP PLS 7729
- SET 1/2" IRON PIN WITH CAP PLS 7729
- △ CALCULATED POINT
- ⊕ FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT PLS 7729
- SUBDIVISION BOUNDARY LINE
- - - EASEMENT LINE
- LOT LINE
- - - SECTION LINE
- RIGHT-OF-WAY LINE
- - - FEMA FLOOD PLAIN BOUNDARY LINE
- 53.22' EASEMENT LINE DIMENSION
- ⑦ LOT NO.
- ACHD MASTER STORM DRAIN EASEMENT—SEE NOTE 11
- R.M. REFERENCE MONUMENT
- W.C. WITNESS CORNER
- TIE LINE

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.05	S86°26'57"E
L2	94.98	S25°13'34"E
L3	156.45	S30°50'12"E
L4	59.18	S46°48'41"E
L5	83.20	S63°01'39"E
L6	9.68	N63°01'23"W
L7	30.89	N8°46'53"E
L8	30.84	N10°24'16"E
L9	31.16	N14°16'40"E
L10	31.83	N26°52'12"E
L11	32.42	N39°48'52"E
L12	33.00	N54°49'17"E
L13	32.94	N54°06'14"E
L14	32.26	N38°24'19"E
L15	31.34	N21°16'07"E
L16	43.00	N83°58'43"W
L17	291.44	N0°23'58"W

SEE SHEET 4 FOR NOTES



SURVEYORS NARRATIVE:
 THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HERON. THE PROPERTY IS A RE-SUBDIVISION OF A PORTION OF LOTS 1, 5, 6, 7 AND 8 OF AVALON ORCHARD TRACTS AND IS ADJACENT TO JOURNEY'S END SUBDIVISION NO. 3. THE SUBJECT PROPERTY IS ALSO A PORTION OF THE PROPERTY SHOWN ON ROS 1109. MONUMENTATION FOUND PER THESE PLATS AND RECORD OF SURVEY ARE IN SUBSTANTIAL AGREEMENT WITH THE MONUMENTATION SHOWN ON THESE PLATS AND SURVEY AND WERE HELD AS CONTROLLING CORNERS FOR THIS PLAT.

IDAHO SURVEY GROUP, LLC

9855 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOURNEY'S END SUBDIVISION NO. 4



SCALE: 1" = 50'

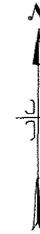
LEGEND

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- LOT LINE
- - - SECTION LINE
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- - - FEMA FLOOD PLAIN BOUNDARY LINE
- - - EASEMENT LINE DIMENSION
- ⑦ LOT NO.
- ▨ ACHD MASTER STORM DRAIN EASEMENT—SEE NOTE 11
- R.M. REFERENCE MONUMENT
- W.C. WITNESS CORNER
- TIE LINE

SEE SHEET 4 FOR NOTES
SEE SHEET 4 FOR LINE AND CURVE TABLE



JOURNEY'S END SUBDIVISION NO. 4



SCALE: 1" = 50'

LEGEND

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- - - SECTION LINE
- - - RIGHT-OF-WAY LINE
- - - FEMA FLOOD PLAIN BOUNDARY LINE
- 63.22' EASEMENT LINE DIMENSION
- ⑦ LOT NO.
- ▨ ACHD MASTER STORM DRAIN EASEMENT—SEE NOTE 11
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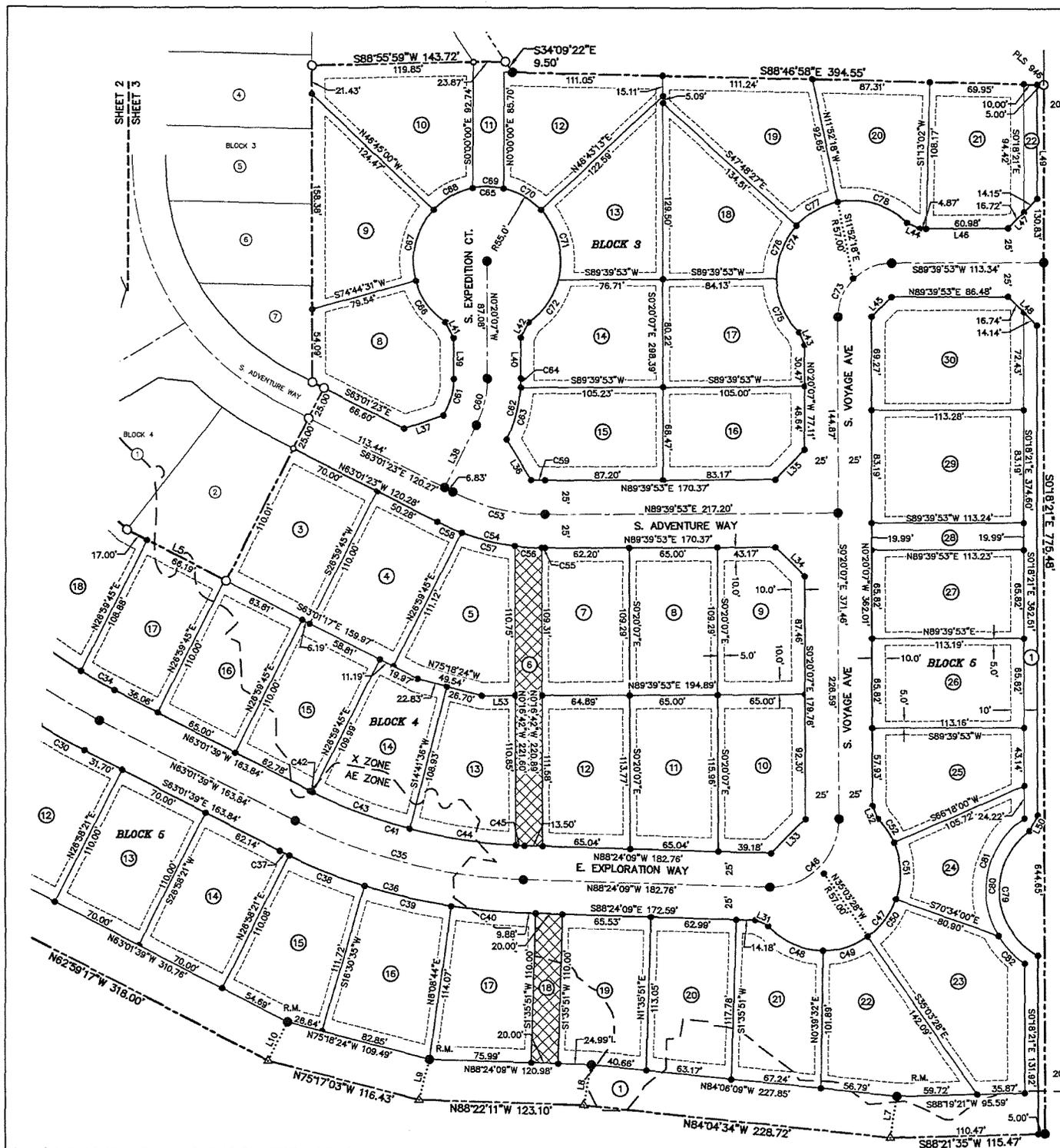
SEE SHEET 4 FOR NOTES
SEE SHEET 4 FOR LINE AND CURVE TABLE



JOB NO. 21-246
SHEET 3 OF 6

**IDAHO
SURVEY
GROUP, LLC**

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 848-8570



JOURNEY'S END SUBDIVISION NO. 4

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.05	S88°28'57"E
L2	94.98	S25°13'34"E
L3	156.45	S30°50'12"E
L4	59.18	S46°48'41"E
L5	83.20	S63°01'39"E
L6	9.68	N63°01'23"W
L7	30.89	N8°46'53"E
L8	30.84	N10°24'16"E
L9	31.16	N14°16'40"E
L10	31.83	N28°52'12"E
L11	32.42	N39°46'52"E
L12	33.00	N54°49'17"E
L13	32.84	N54°08'14"E
L13	20.13	N83°58'43"W
L14	32.28	N38°24'19"E
L15	31.34	N21°18'07"E
L16	43.00	N83°58'43"W
L17	291.44	N0°23'58"W
L18	14.73	N90°00'00"W
L19	29.59	N46°20'03"E
L20	27.60	N43°55'39"W
L21	84.84	N0°23'58"W
L25	51.85	S64°51'08"E
L26	50.80	N64°51'02"W
L27	20.78	N30°54'52"W
L28	30.12	S77°42'27"E
L29	32.49	S10°59'35"W
L30	20.91	S30°54'52"E
L31	10.49	S68°00'00"E
L32	10.28	N23°39'53"W
L33	35.95	S45°37'52"W
L34	30.87	S45°20'07"E
L35	30.87	N44°39'53"E
L36	34.97	S31°33'23"E
L37	30.87	N71°58'29"E
L38	51.71	N26°58'21"E
L39	30.19	N0°20'07"W
L40	30.19	S0°20'07"E
L41	13.10	N28°20'53"W
L42	13.10	S27°40'39"W
L43	10.19	N23°39'53"W
L44	10.00	S66°20'07"E
L45	21.21	N44°39'53"E
L46	60.98	N89°39'53"E
L47	30.86	N44°40'46"E
L48	30.88	S45°19'14"E
L49	84.15	N0°18'21"W
L50	12.96	N27°23'41"E
L51	17.11	N11°12'04"E
L52	13.86	N11°12'04"E
L53	24.99	S89°39'53"W
L54	36.54	N83°59'28"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	300.00	131.67	130.62	N77°25'35"W	25°08'50"
C2	275.00	105.69	105.04	N75°51'49"W	22°01'17"
C3	275.00	87.28	86.92	N77°46'54"W	18°11'07"
C4	275.00	18.41	18.41	N86°46'16"W	3°50'10"
C5	325.00	130.53	129.66	N76°21'32"W	23°00'45"
C6	325.00	38.67	38.65	N84°22'05"W	6°59'39"
C7	325.00	40.37	40.35	N77°18'44"W	7°07'03"
C8	325.00	50.49	50.44	N69°18'11"W	8°54'03"
C9	500.00	303.48	298.85	N47°36'56"W	34°46'36"
C10	475.00	287.70	283.32	N47°33'40"W	34°42'12"
C11	475.00	89.81	89.68	N59°28'46"W	10°50'01"
C12	475.00	70.09	70.03	N49°51'07"W	8°27'17"
C13	475.00	20.05	20.04	N44°24'57"W	2°25'05"
C14	475.00	84.83	84.72	N38°05'25"W	10°13'58"
C15	475.00	22.92	22.92	N31°35'30"W	2°46'52"
C16	525.00	286.51	282.96	N49°21'59"W	31°16'04"
C17	525.00	8.15	8.15	N64°33'19"W	0°53'23"
C18	525.00	55.16	55.13	N61°08'02"W	6°01'10"
C19	525.00	42.00	41.99	N55°47'57"W	4°35'01"
C20	525.00	20.00	20.00	N52°24'57"W	2°10'59"
C21	525.00	60.19	60.18	N48°02'23"W	8°34'09"
C22	525.00	57.77	57.74	N41°36'11"W	6°18'16"
C23	525.00	43.23	43.22	N36°05'30"W	4°43'06"
C24	400.00	224.74	221.79	S46°55'56"E	32°11'27"
C25	425.00	238.76	235.84	S46°56'00"E	32°11'19"
C26	425.00	28.19	28.19	S32°36'16"E	3°31'52"
C27	425.00	52.60	52.57	S37°54'57"E	7°05'30"
C28	425.00	70.08	70.00	S46°11'09"E	9°26'54"
C29	425.00	51.53	51.50	S54°23'01"E	6°56'51"
C30	425.00	38.35	38.34	S60°26'33"E	5°10'13"
C31	375.00	168.24	166.83	S50°10'31"E	25°42'17"
C32	375.00	58.03	57.97	S41°45'22"E	8°51'59"
C33	375.00	81.24	81.08	S52°23'44"E	12°24'47"
C34	375.00	28.96	28.96	S60°48'54"E	4°25'32"
C35	400.00	177.15	175.71	S75°42'54"E	25°22'30"
C36	425.00	188.22	188.69	S75°42'54"E	25°22'30"
C37	425.00	7.86	7.86	S63°33'27"E	1°03'35"
C38	425.00	60.74	60.69	S68°10'53"E	8°11'18"
C39	425.00	66.39	66.32	S76°45'01"E	8°56'58"
C40	425.00	53.24	53.20	S84°48'50"E	7°10'38"
C41	375.00	159.57	158.37	S75°13'04"E	24°22'50"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C42	375.00	159.57	158.37	S75°13'04"E	24°22'50"
C43	375.00	77.28	77.14	S89°16'18"E	11°46'28"
C44	375.00	80.07	79.91	S81°17'29"E	12°14'00"
C45	375.00	6.51	6.51	S87°54'19"E	0°59'40"
C46	50.00	80.23	71.88	N45°37'52"E	91°55'58"
C47	57.00	181.35	113.98	N45°49'32"E	182°17'18"
C48	57.00	46.07	44.83	S66°11'08"E	46°16'39"
C49	57.00	35.53	34.96	N45°37'52"E	35°43'00"
C50	57.00	35.33	34.78	N37°11'16"E	35°30'32"
C51	57.00	42.91	41.90	N26°08'00"W	43°08'00"
C52	57.00	21.51	21.38	N54°30'33"W	21°37'07"
C53	150.00	71.49	70.82	S76°40'53"E	27°18'27"
C54	175.00	83.41	82.62	S76°40'53"E	27°18'27"
C55	175.00	2.58	2.58	S89°54'46"E	0°50'41"
C56	175.00	20.06	20.05	S86°12'23"E	6°34'06"
C57	175.00	41.00	40.90	S76°12'39"E	13°25'22"
C58	175.00	19.77	19.76	S66°15'49"E	6°28'18"
C59	125.00	10.32	10.31	S87°58'16"E	4°43'45"
C60	75.00	35.75	35.41	N13°19'07"E	27°18'29"
C61	50.00	23.83	23.61	N13°19'07"E	27°18'29"
C62	100.00	46.54	46.12	N12°59'47"E	26°39'49"
C63	100.00	39.79	39.53	N14°55'43"E	22°47'57"
C64	100.00	6.74	6.74	N1°35'48"E	3°51'52"
C65	55.00	279.34	62.30	S89°38'53"W	291°00'09"
C66	55.00	38.95	38.14	S35°32'50"E	40°34'42"
C67	55.00	58.16	53.76	S13°59'45"W	58°30'29"
C68	55.00	33.78	33.25	S60°50'44"W	35°11'28"
C69	55.00	23.32	23.14	N89°24'45"W	24°17'33"
C70	55.00	32.62	32.15	N60°16'23"W	33°59'11"
C71	55.00	54.96	52.71	N14°39'01"W	57°15'32"
C72	55.00	39.54	38.69	N34°34'21"E	41°11'13"
C73	40.00	62.83	56.57	S44°39'53"W	90°00'00"
C74	57.00	179.42	114.00	S44°38'36"W	180°20'57"
C75	57.00	44.91	43.78	S22°57'38"E	45°08'28"
C76	57.00	42.38	41.39	S20°54'04"W	42°34'58"
C77	57.00	35.75	35.17	S60°09'37"W	35°56'09"
C78	57.00	56.40	54.12	N73°31'37"W	56°41'23"
C79	54.00	110.52	92.22	S40°22'1"E	117°16'12"
C80	64.00	126.89	107.11	S0°18'21"E	113°35'58"
C81	64.00	126.89	107.11	S0°18'21"E	113°35'58"
C82	64.00	28.30	28.07	S44°26'23"E	25°19'53"

- EXCEPT FOR ALL COMMON LOTS, ALL LOTS SHALL BE SUBJECT TO A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES AND PROPERTY DRAINAGE EASEMENT ALONG ALL LOTS COMMON TO A PUBLIC RIGHT-OF-WAY LINE AND ALL REAR LOT LINES UNLESS OTHERWISE SHOWN. EXCEPT FOR ALL COMMON LOTS, ALL LOTS SHALL BE SUBJECT TO A (5) FOOT WIDE PERMANENT PUBLIC UTILITIES AND PROPERTY DRAINAGE EASEMENT ALONG ALL INTERIOR LOT LINES UNLESS OTHERWISE SHOWN.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
- IRRIGATION WATER WILL BE PROVIDED BY CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3005(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA SUBJECT TO THE ANNEXXING OF JOURNEY'S END SUBDIVISION NO. 3 INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT AND POOLING THE APPURTENANT WATER RIGHTS THEREOF, RECORDED AS INSTRUMENT NO. 2017-090210, RECORDS OF ADA COUNTY, IDAHO.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- DIRECT LOT OR PARCEL ACCESS TO S. KAY AVENUE AND SAILER PL. ARE PROHIBITED UNLESS SPECIFICALLY ALLOWED BY ADA COUNTY HIGHWAY DISTRICT OR THE CITY OF KUNA.
- 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 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 ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- LOTS 17 AND 23, BLOCK 2; LOTS 11 AND 22 BLOCK 3; LOT 6, BLOCK 4; LOTS 1, 6, 18 AND 26, BLOCK 5 ARE DESIGNATED AS COMMON AREA LOTS AND SHALL BE OWNED AND MAINTAINED BY THE JOURNEY'S END SUBDIVISION HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO A FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOTS THAT RECEIVE MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT. LOT 17, BLOCK 2 AND LOTS 11, BLOCK 3 SHALL ALSO BE SUBJECT TO A BLANKET PUBLIC UTILITIES, LOT DRAINAGE AND PRESSURE IRRIGATION EASEMENT. RIGHTS AND RESPONSIBILITIES OF THE COMMON AREA LOTS AND THE EASEMENTS THEREOF SHALL BE AS DESCRIBED IN THE CCR'S TO BE RECORDED IN CONJUNCTION WITH THIS PLAT.
- 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.
- A PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD ZONE AE PER FIRM MAP NUMBER 16001C0400 J, REVISED JUNE 7, 2016. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT THAT IS LOCATED WITHIN THE MAPPED FLOODPLAIN UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE MAPPED FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOOD PLAIN DEVELOPMENT PERMIT.
- ACHD TEMPORARY LICENSE AGREEMENT INST. NO.
- ALL OF LOT 17, BLOCK 2; ALL OF LOTS 6 BLOCK 4; ALL OF LOTS 6 AND 18, BLOCK 5 ARE SERVED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT 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.



JOURNEY'S END SUBDIVISION NO. 4

CERTIFICATE OF OWNERS

Know all men by these presents: That Black Creek Limited Partnership, an Idaho limited partnership, who acquired title as Blacks Creek Limited Partnership, is the owner of the property described as follows:

A re-subdivision of a portion of Lots 1, 5, 6, 7 and 8 of Avalon Orchard Tracts as filed in Book 4 of Plats at Page 169, records of Ada County, Idaho, located in the NW1/4 of the NE1/4 and the SW1/4 of the NE1/4 of Section 25, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the N1/4 corner of said Section 25 from which the NE corner of said Section 25 bears South 88°39'09" East, 2667.49 feet:

thence along the North-South centerline of said Section 25 South 00°23'58" East, 943.33 feet;

thence leaving said North-South centerline South 86°26'57" East, 20.05 feet to the SW corner of Journey's End Subdivision No. 3 as filed in Book _____ of Plats at Pages _____ through _____, records of Ada County, Idaho and the **REAL POINT OF BEGINNING**;

thence along the South boundary line of said Journey's End Subdivision No. 3 for the following 12 courses and distances:

thence continuing South 86°26'57" East, 69.33 feet;

thence South 78°01'03" East, 75.29 feet;

thence South 67°10'24" East, 159.18 feet;

thence South 65°48'10" East, 163.92 feet;

thence South 25°13'34" East, 94.98 feet;

thence South 30°50'12" East, 156.45 feet;

thence South 46°48'41" East, 59.18 feet;

thence South 63°01'39" East, 83.20 feet;

thence North 26°59'45" East, 160.01 feet;

thence North 63°01'23" West, 9.68 feet;

thence North 00°20'07" West, 233.90 feet;

thence North 88°55'59" East, 143.72 feet to the SE corner of Lot 1, Block 3 of said Journey's End Subdivision No. 3;

thence leaving said South boundary line South 34°09'22" East, 9.50 feet to a point on the North boundary line of Lot 7 of said Avalon Orchard Tracts;

thence along said North boundary line South 88°46'58" East, 394.55 feet to the NE corner of said Lot 7;

thence along the East boundary line of said Lot 7 South 00°18'21" East, 775.48 feet to a point on the North bank of Indian Creek;

thence along said North bank for the following 10 courses and distances:

thence South 88°21'35" West, 115.47 feet;

thence North 84°04'34" West, 228.72 feet;

thence North 88°22'11" West, 123.10 feet;

thence North 75°17'03" West, 116.43 feet;

thence North 62°59'17" West, 318.00 feet;

thence North 46°47'46" West, 144.11 feet;

thence North 30°48'03" West, 149.70 feet;

thence North 48°13'53" West, 129.78 feet;

thence North 64°47'21" West, 112.88 feet;

thence North 83°58'43" West, 43.00 feet to a point on the East right-of-way line of S. Kay Ave.;

thence along said East right-of-way line North 00°23'58" West, 291.44 feet to the **REAL POINT OF BEGINNING**.

Containing 16.20 acres, more or less.

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

Black Creek Limited Partnership

Thomas T. Nicholson
General Partner

CERTIFICATE OF SURVEYOR

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



ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas T. Nicholson, known or identified to me to be a general partner of Black Creek Limited Partnership, who acquired title as Blacks Creek Limited Partnership, the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that said limited partnership executed the same.

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

My commission expires _____

Notary Public for Idaho
Residing in _____, Idaho



City of Kuna

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

Findings of Fact and Conclusions of Law

To: Kuna City Council

Case Number(s): 15-02-S (Subdivision): *Journey's End Subdivision*

Location: East of Kay Avenue and west of Sailer Place, approximately 400-feet south of State Highway 69 (E. Kuna Road/E. Avalon St.) Kuna, Idaho 83634

Planner: Trevor Kesner, Planner II

Hearing Date: January 19, 2015

Applicant: **Blacks Creek, LLP**
PO Box 690
Meridian, Idaho 83680
208.514.4909
lbootstfi@gmail.com

Representative: **A Team Land Consultants, Steve Arnold**
1785 Whisper Cove Avenue
Boise, Idaho 83709
208.321.0525
steve@ateamboise.com

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- A. Course Proceedings
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- D. General Project Facts
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- I. Conclusions of Law
- J. Decision of the Council

A. Course Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states subdivisions are designated as public hearings, with the City Council as the decision-making body for subdivisions. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. **Notifications**

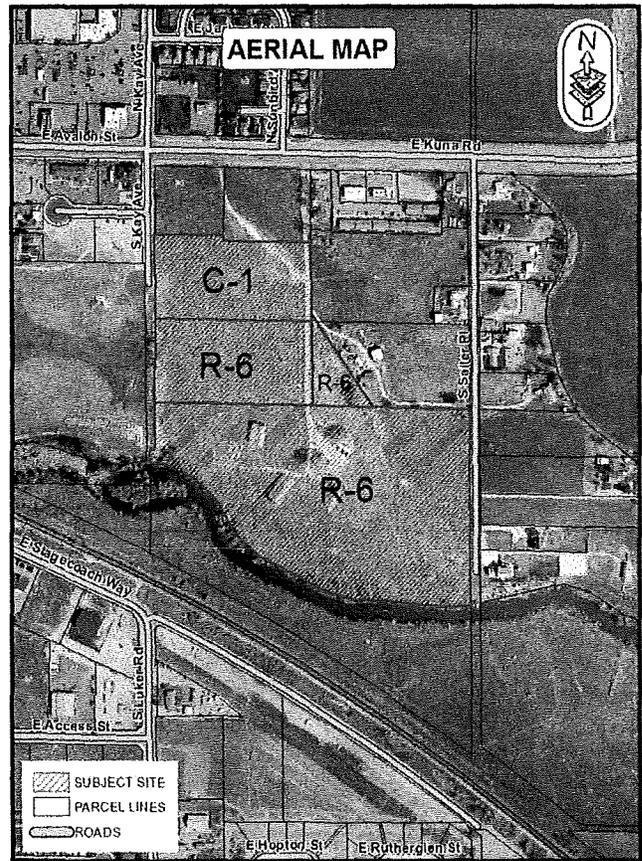
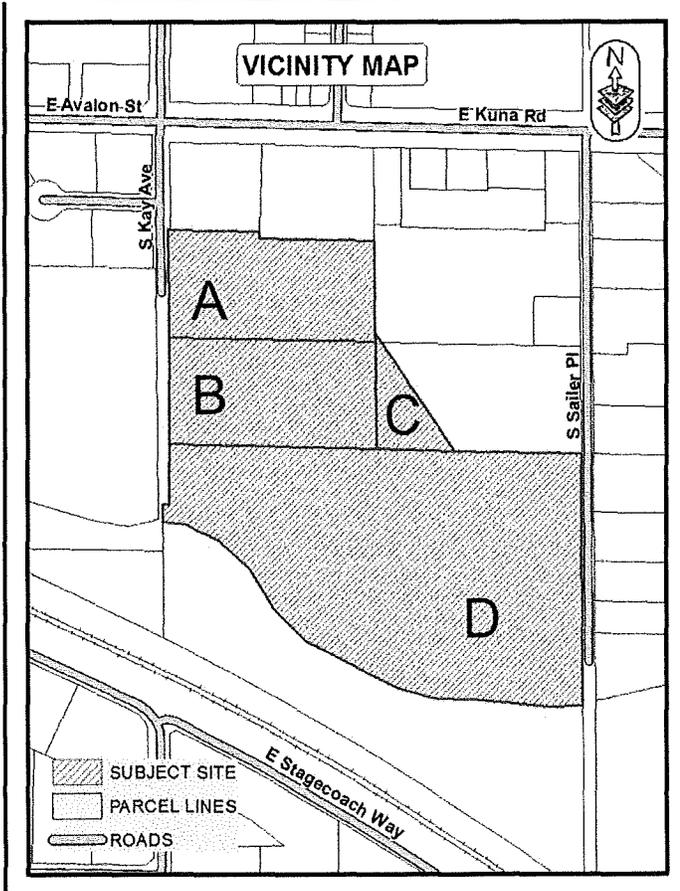
- | | |
|---------------------------|-------------------|
| i. Neighborhood Meeting | March 9, 2015 |
| ii. Agencies | November 30, 2015 |
| iii. 300' Property Owners | December 1, 2016 |
| iv. Kuna, Melba Newspaper | November 30, 2015 |
| v. Site Posted | December 2, 2015 |

B. Applicant Request:

1. **Request:**

Applicant requests approval of a Preliminary Plat to create a 145 lot residential subdivision (Journey's End). The applicant proposes to develop 87 single family lots, 20 townhome lots, 25 multi-family (four-plex) lots and 13 common lots. The common areas will make up approximately 26% of the entire site, or 7.54 acres. One common lot will be developed as an extension of the Kuna Greenbelt pathway along Indian Creek. An HOA will be established for the care and maintenance of the common areas. The applicant has received Special Use Permit approval to construct townhomes and multi-family dwellings within portions of an R-6 (Medium Density Residential) zone from the Planning and Zoning Commission. The applicant proposes seven (7) phases of development which will be driven by the consumer market.

C. Vicinity and Aerial Maps:



History: The subject parcels are already annexed into Kuna City limits. The subject site has historically been farmed.

This case was heard by the Planning and Zoning Commission on November 10th, 2015 where the Commission forwarded a recommendation of approval for 15-02-S to the City Council. Notices about the hearing were mailed via USPS to property owners within 300 feet of the property on December 2, 2015. The hearing was published in the Kuna Melba News on December 2, 2015. The site posting has been modified provide notification about this hearing.

D. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use City Center. Staff views this land use request to be consistent with the approved FLU map.

2. **Surrounding Land Uses:**

North	C-1/R-6	Neighborhood Business District/Medium-Low Density Residential - Kuna City
South	RUT	Rural-Urban Transition–Ada County
East	R-4	Low Density Residential – Kuna City
West	RR and R-1	Rural-Urban Transition – Ada County AND Low Density Residential - Kuna City

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

- Approximately 28.79 total acres
- C-1 (Existing) – 4.72 Acres AND R-6 (Existing) – 24.07 Acres
- Parcel #'s showing (see vicinity map on page 2 of 8): A) R0615252032; B) R0615252200; C) R0615251800; D) R0615252800.

4. **Services:**

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

5. **Existing Structures, Vegetation and Natural Features:** Currently the land is fallow with two agricultural related structures situated on the site. It is anticipated that the current use will continue until construction begins on the development. This site’s topography is generally flat.

6. **Water Rights:** Any existing water rights will stay with the land and are non-transferrable; except to the City of Kuna, which shall be annexed into the city’s pressure irrigation system.

7. **Transportation / Connectivity:** The applicant proposes three vehicular access points; one (1) access on south Sailer Place and two access points (2) on south Kay Avenue. The traffic impact analysis submitted to ACHD by the applicant and stamped by Gary Funkhouser, P.E. states: “Journey’s End is projected to generate a gross average daily traffic (ADT) of approximately 1600

Planning and Zoning staff have determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and recommended approval for Case No. 15-02-S (Journey's End Subdivision), subject to the recommended conditions of approval.

F. Applicable Standards:

1. Kuna Zoning Ordinance No. 230, 546 and 570; Title 5 Zoning Regulations,
2. Kuna Subdivision Ordinance No. 2012-18,
3. Kuna Comprehensive Plan and Future Land Use Map,
4. Kuna Landscape Regulations, Title 5, Chapter 17, Section 1 thru 26,
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

G. Comprehensive Plan Analysis:

The Kuna City Council accepts the Comprehensive Plan components as described below:

1. The applications for this site are consistent with the following Comprehensive Plan components:

-GOALS AND POLICY – Property Rights

Goal 1: Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether actions may result in private property "takings".

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's has established six criteria to determine the potential for property takings.

-GOALS AND POLICY - Land Use

Objective 1.1, Policy 1: Adopt a future land use plan and map that reflects the needs and values of the community and guides future growth in a manner consistent with the community's vision.

Objective 1.5: Ensure an adequate supply of housing for all income levels.

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

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

Policy 2.3: Retail and residential land uses should be appropriately mixed and balanced with professional offices and service facilities to provide residents with a broader mix of services within walking distance from their homes.

Goal 3: Protect the quality of existing residential neighborhoods and ensure new residential development is sustainable. Provide a variety of housing opportunities to meet the needs of all Kuna residents.

Objective 3.1: Encourage and plan for the development of cohesive neighborhood units that incorporate a variety of housing densities and styles.

Goal 4: Preserve key natural and open spaces, maintain and enhance existing park spaces, and promote the development of additional park spaces to meet growing demands.

Objective 4.1: Identify areas within the region that can be preserved and protected for future generations.

Policy 4.3: Create parks or preserves at key community open spaces such as the Hubbard reservoir, Indian Creek, Kuna Butte, and Initial Point.

Policy 1: Maintain an appropriate balance and interaction between natural systems and the built environment.

Policy 2: Adopt a future land use plan that includes natural and developed open space areas for preservation within and around the City.

-GOALS AND POLICY – Transportation

Goal 1: Promote and encourage bicycling and walking as transportation modes.

Goal 3: Balance land use planning with transportation needs.

Policy 2: Facilitate pedestrian connections both visually and physically, to enhance pedestrian movement.

Objective 3.1: Strive to achieve local and regional land use and transportation compatibilities.

Policy 3.1.1: Coordinate with COMPASS and ACHD on regional transportation planning matters.

Objective 3.2: Develop strategies to reduce travel demand.

Policy 3.4.2: Rely on the City's functionally classified road map to define levels of access and mobility. Require the development community to dedicate right of way according to the road's functionality as identified in the transportation plan.

GOALS AND POLICY - Recreation

Objective 1.2: Develop parks and recreational facilities that can be utilized all year around and that may be retrofitted to meet different needs as circumstances warrant.

Policy 1.2.1: Ensure that there is a system of parks, trails, and recreational activities that accommodate a host of outdoor activities.

Policy 1.3.2: Adopt a park system development strategy that provides a good balance between active and passive open space uses.

Goal 2: Integrate trails, bike lanes, and green systems into community life and development patterns.

Objective 2.1: Ensure that neighborhoods have easy access to open green space, trails and bike systems.

Policy 2.3: Coordinate with the irrigation district to establish trails and greenways along their waterways where appropriate.

Goal 3: Maintain nature parks and agricultural lands as part of the City's green system.

Goal 4: Encourage the development of community and neighborhood-centered recreational facilities and programs for residents.

Policy 6: Assure parks and open spaces connect with trails, walkways, bikeways, and horse paths.

GOALS AND POLICY – Housing

Goal 1: Provide a wide range of housing to meet the needs of the current and future population. Ensure that housing is available throughout the community for people of all income levels and for those with special needs.

Objective 1.1: Encourage the construction of housing that is safe, affordable and designed to accommodate a range of income levels and lifestyles

Policy 1.2: Encourage the development community to provide a variety of lot sizes, dwelling types, densities, and price points.

Policy 1.8: The City staff should discourage developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Goal 2: Encourage logical and orderly residential development.

Objective 2.1: Ensure that development proceeds in a logical and orderly manner so that public services are provided in a cost efficient manner.

Objective 3.1: Encourage the development of safe and aesthetically-pleasing neighborhoods.

Policy 3.7: Encourage the construction of trail and pathway connections between neighborhoods.

GOALS AND POLICY - Community Design

Goal 1: Strengthen the image of the City through good community and urban design principles.

Objective 1.1: Foster good community design concepts.

Objective 1.2: Ensure the development community applies sufficient landscaping to its developments for the purpose of reducing scale, creating a sense of place and mitigating incompatible uses.

Policy 1.3: Incorporate landscape features to serve as buffers between streets and pedestrian activity.

H. Findings of Fact:

1. This request appears to be consistent and in compliance with Kuna City Code (KCC).
2. The use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a subdivision.
4. The subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The subdivision application is not likely to cause adverse public health problems.

6. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public, taking into account the physical features of the site, public facilities and the existing adjacent uses.
7. The existing streets and utility services in proximity to the site are suitable and adequate for residential subdivision purposes.
8. The Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
9. Based on the evidence contained in Case No. 15-02-S (Subdivision), this proposal appears to comply with the Kuna Comprehensive Plan and the Future Land Use Map.
10. The Kuna City Council has the authority to approve or deny the subdivision application.
11. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

I. Conclusions of Law:

1. Based on the evidence contained in Case No. **15-02-S**, the Kuna City Council finds Case No. **15-02-S**, complies with Kuna City Code.
2. Based on the evidence contained in Case No. **15-02-S**, the Kuna City Council finds Case No. **15-02-S** is consistent with Kuna's Comprehensive Plan.
3. **15-02-S** is consistent with Kuna's Comprehensive Plan.
4. The public notice requirements were met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

J. Recommendation by the City Council:

Based on the facts outlined in staff's report and any public testimony at the public hearing, the City Council of Kuna, Idaho, *approves Case No. 15-02-S* (Subdivision) *with* the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved 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. It is recommended that a sewer study is conducted with input from the developer and in consideration of this development's and the city's needs in order to determine the preferred sewer service option for this property. When connecting to the sewer system, the applicant shall abide by any relevant sewer reimbursement policies and agreements and any relevant connection fees.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department typically 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 Board of Control* shall approve any modifications to the existing irrigation system(s).

- e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to the issuance of any building permit.
- 2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
 - 2.1– With future development and as necessary, dedicate right-of-way in sufficient amounts to follow Kuna City Code and ACHD standards and widths.
- 3. The applicant shall fully improve and dedicate (deed) the common lot(s) or portions of any common lots which are considered to be the Indian Creek Pathway (Greenbelt) extension along the southern boundary of the development, to the public. The applicant shall work with the Parks Director to ensure that the greenbelt pathway improvements conform to the standards set forth in Kuna City Code for public pathways.
- 4. 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, per Kuna city Code: 6-4-2-W.
- 5. 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.
- 6. Street lighting shall be LED lights and meet the approval of the City.
- 7. Parking within the site shall comply with Kuna City Code, unless specifically approved otherwise.
- 8. Fencing within and around the site shall comply with Kuna City Code unless specifically approved otherwise.
- 9. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
- 10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
- 11. 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).
- 12. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission, or seek amending them through public hearing processes.
- 13. The applicant's preliminary plat, SUP map and landscape plan shall be considered binding site plans, as modified and approved.
- 14. Applicant shall follow all staff, city engineer and other agency recommended requirements as applicable.
- 15. Developer shall comply with all local, state and federal laws.



July 7, 2021

Mr. Troy Behunin, Planner III
City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

Dear Troy,

Subject: Journey's End Subdivision No. 4

On behalf of Black Creek LLP, A Team Land Consultants presents to the City of Kuna a Final Plat application for Journey's End Subdivision No. 4. The subject property is located at the 987 E. Kuna Road, between Kay Avenue and Sailer Place. The property contains approximately 16.2 total acres, and is proposed to have 64 single family lots.

The City Council approved the preliminary plat on January 5, 2016, with 25 multifamily lots, 87 single family lots and 20 townhouse lots. This phase of the final plat substantially complies with the preliminary plat, is in conformance with all provisions of the UDC, and complies with all architectural, engineering, and surveying standards.

Please notify us as early as possible if you should need additional information regarding this application.

Sincerely,
A Team Land Consultants

A handwritten signature in blue ink that reads 'Steve Arnold'.

Steve Arnold
Project & Real Estate Manager

Cc: Tom Nicholson
Scott Nicholson
Linda Boots



AFFIDAVIT OF LEGAL INTEREST



PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

State of Idaho)
) ss
County of Ada)

I, Black Creek L.P. Full Name
P.O. Box 690 Meridian ID 83680

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

A Team Land Consultants

1785 Whisper Cove Ave. Boise ID 83709 State 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.

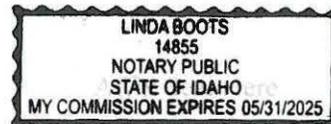
C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 12th day of July, 20 21

Thomas T. Nicholson
Signature

Subscribed and sworn to before me the day and year first above written.

Linda Boots
Residing at: 4500 S. Five Mile Rd
Boise ID 83709



My Commission expires: 05/31/25
Linda Boots
Signature



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: 25 January 2022
RE: Public Works Comments
 Journey's End Subdivision No. 4 – 21-12-FP (Final Plat)

The Journey's End Subdivision No. 4, 21-12-FP, Final Plat request dated 11 January 2022 has been reviewed. This review is based on land use as allowed or permitted in a "R-6" zone. This application encompasses approximately 16 acres. This application contains a total of 64 single-family residential lots and 8 common lots.

Public Works staff supports approval of this 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 responsible engineer of record shall 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) Journey's End Subdivision No. 4, 21-12-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 as-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

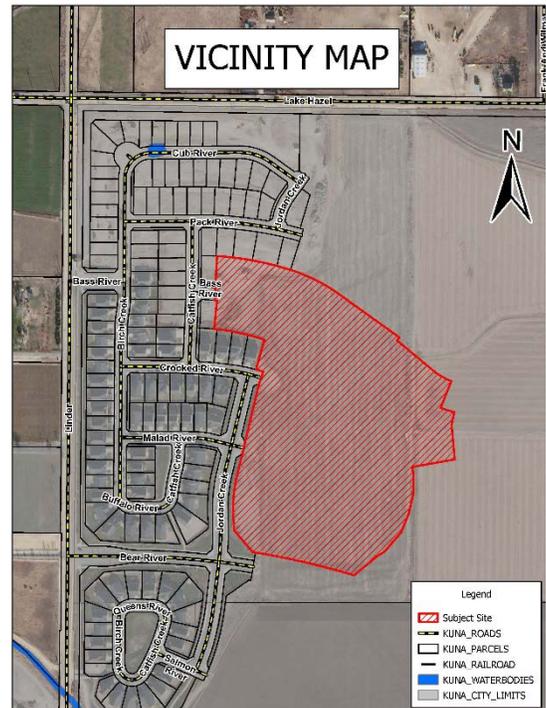
- a) Due to previous approvals for this project, no maps are needed or included to support Public Works comments.

**BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATION OF) **Case No. 21-15-FP (Final Plat)**
)
DB DEVELOPMENT, LLC)
) **STAFF MEMO FOR THE**
) **SPRINGHILL NO. 3 FINAL PLAT**
For Springhill No. 3 Final Plat.) **APPLICATION.**

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8. Council's Order of Decision



**I
EXHIBIT LIST**

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X
2.2	Final Plat Application			X
2.3	Final Plat			X

2.4	Findings of Fact & Conclusions of Law – Approved 12.19.2017			X
2.5	Statement of Conformance			X
2.6	Approved Drawings			X
2.8	Common Area Maintenance Agreement			X
2.9	Development Agreement			X
2.10	Updated Final Plat with New Notes for Nos. 13 & 15			X
2.11	Public Works Memo			X

II PROCESS AND NOTICING

- 2.1** A Final Plat (FP) is designated in Kuna City Code (KCC) 1-14-3, as a Public Meeting, with City Council as the decision-making body. As a Public Meeting, this application does not require formal notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council is outlined in KCC 1-14-3 and have been adhered to.

III GENERAL PROJECT FACTS

- 3.1** Stephanie Hopkins of KM Engineering, on behalf of her client DB Development, LLC, requests Final Plat Approval for Springhill Subdivision No. 3. The project is approximately 17.59-acres with an R-6 (Medium Density Residential) zone, and will consist of 74 Single-Family Residential buildable lots and 7 common lots. The site is located at 1585 W Lake Hazel Road (APN: S1301212455).

IV STAFF ANALYSIS

- 4.1** The Applicant has submitted a complete application in accordance with Kuna City Code (KCC) Title 6, and seeks Final Plat approval for Springhill Subdivision No. 3.

The Comprehensive Plan Future Land Use Map (FLUM) designates the subject site as Medium Density Residential and the subject site is zoned R-6 (Medium Density Residential); staff deems this appropriate as the subject sites Net Density equals 5.2 Dwelling Units per Acre (DUA).

Per the Public Works Memo (Exhibit 2.11), Public Works staff supports approval of this Final Plat, with official approval after all conditions are met. The project has reserved capacity within the Memory Ranch Lift Station and fees for the City inspection of sewer, water and irrigation construction have been paid. This project is also in line with city sewer, water and pressurized irrigation Master Plans.

Staff has determined the proposed Final Plat for Springhill Subdivision No. 3 is in general compliance with Kuna City Code; Comprehensive Plan; and Idaho Code. If City Council approves of Case No. 21-15-FP, staff recommends the Applicant/Landowner/Developer be subject to the Conditions as listed in Section “VI” (6) of this report.

V
APPLICABLE STANDARDS

- 5.1** Kuna City Code Title 6, Subdivision Regulations
- 5.2** Kuna Comprehensive Plan and Future Land Use Map.
- 5.3** Idaho Code Title 50, Chapter 13, Plats and Vacations.

VI
CONDITIONS OF APPROVAL

- 6.1** Water Rights associated with property shall be transferred to the City at time of connection (development) by deed and “Change of Ownership” form from IDWR (Idaho Department of Water Resources).
- 6.2** Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Public Works Staff.
- 6.3** 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 City Council or Planning and Zoning.
- 6.4** Developer/Owner/Applicant shall 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.
- 6.5** Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.
- 6.6** Developer/Owner/Applicant is hereby notified of Kuna’s working hours. Construction of any kind shall only be conducted between 7:00 AM to 11:00 PM; noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- 6.7** 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 12-inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout the seasons.
- 6.8** Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer’s signature on the Final Plat Mylar.

DATED this 15th day of February, 2022.



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): 21-15-FP

Project Name: Springhill No. 3

Date Received: Coversheet 08.04.2021, Docs 08.10.2021 & 09.27.2021, Updated FP 01.04.2022

Date Accepted as Complete: 01.07.2022

Type of review requested (check all that apply):

<input type="checkbox"/> Annexation	<input type="checkbox"/> Appeal
<input type="checkbox"/> Comp. Plan Map Amendment	<input type="checkbox"/> Combination Pre & Final Plat
<input type="checkbox"/> Design Review	<input type="checkbox"/> Development Agreement
<input type="checkbox"/> Final Planned Unit Development	<input checked="" type="checkbox"/> Final Plat
<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Ordinance Amendment	<input type="checkbox"/> Planned Unit Development
<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Rezone
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Temporary Business
<input type="checkbox"/> Vacation	<input type="checkbox"/> Variance

Owner of Record

Name: DB Development, LLC

Address: 2228 W. Piazza Street, Meridian ID 83646

Phone: _____ Email: _____

Applicant (Developer) Information

Name: DB Development, LLC

Address: 2228 W. Piazza Street, Meridian ID 83646

Phone: _____ Email: _____

Engineer/Representative Information

Name: KM Engineering, LLP

Address: 5725 N. Discovery Way, Boise ID 83713

Phone: (208) 639-6939 Email: _____

Subject Property Information

Site Address: 1585 W. Lake Hazel Rd.

Nearest Major Cross Streets: S. Linder Rd. & W. Lake Hazel Rd.

Parcel No.(s): S1301212455

Section, Township, Range: NW 1/4 of Section 1, T2N, R1W

Property Size: +/- 17.59 acres

Current Land Use: AG Proposed Land Use: SFR

Current Zoning: R-6 Proposed Zoning: R-6

Project Description

Project Name: Springhill Subdivision No. 3

General Description of Project: Final plat for single-family residential subdivision comprised of 74 residential buildable lots and 7 common lots

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: Internal walkways and common open space lots

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: 74 No. of Building Lots: 74

No. of Common Lots: 7 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): TBD

Gross Density (Dwelling Units ÷ Total Acreage): 4.2 du/acre

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 5.2 du/acre

Percentage of Open Space provided: 9.67 Acreage of Open Space: 1.7

Type of Open Space provided (i.e. public, common, landscaping): common open space, landscape buffer lots

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: Stephanie Hopkins Date: 8.5.2021

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided for application attachments to be uploaded to the cloud.



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): <u>21-15-FP</u>
Project Name: <u>Springhill No. 3</u>
Date Received: <u>Coversheet 08.04.2021, Docs 08.10.2021 & 09.27.2021, Updated FP 01.04.2022</u>
Date Accepted as Complete: <u>01.07.2022</u>

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.

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).

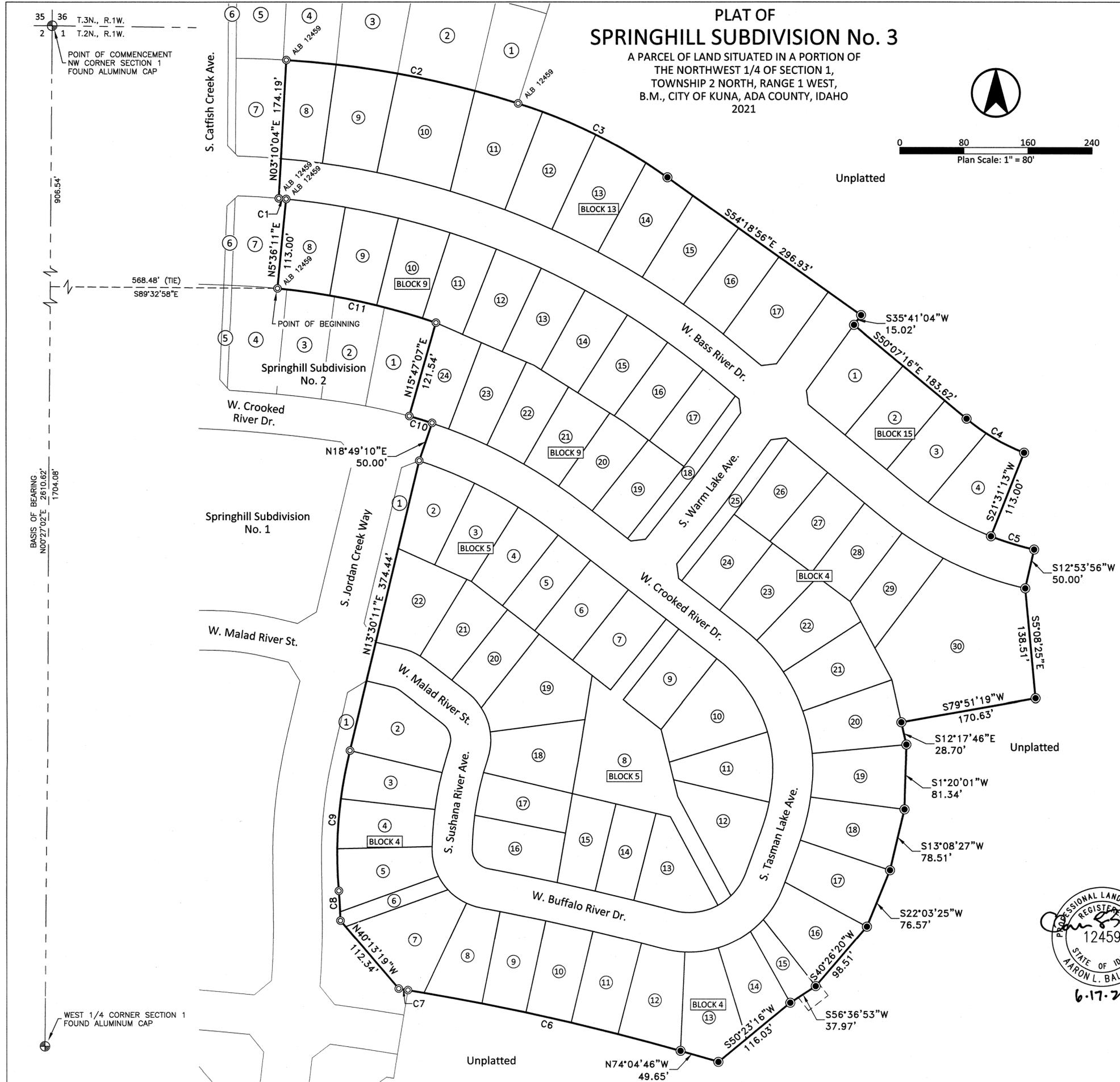
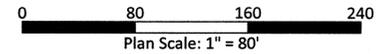
Complete applications shall be reviewed within sixty (60) days of date of acceptance (KCC 5-1A-5A).

Applicant Signature: _____ Date: _____

By signing, you are confirming you have provided all required items listed on this application.

PLAT OF SPRINGHILL SUBDIVISION No. 3

A PARCEL OF LAND SITUATED IN A PORTION OF
THE NORTHWEST 1/4 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2021



SHEET INDEX

- SHEET 1 - SUBDIVISION MAP AND LEGEND
- SHEET 2 - DETAIL PLAT MAP
- SHEET 3 - DETAIL PLAT MAP AND NOTES
- SHEET 4 - CERTIFICATE OF OWNERS, CURVE AND LINE TABLES
- SHEET 5 - CERTIFICATES AND APPROVALS

LEGEND

- FOUND ALUMINUM CAP AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 7729", UNLESS NOTED OTHERWISE
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 7729", UNLESS NOTED OTHERWISE
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- CALCULATED POINT, NOTHING FOUND OR SET
- LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- SECTION LINE
- ROAD CENTERLINE
- EASEMENT LINE
- ACHD EASEMENT (SEE NOTE 14)

REFERENCES

- R1. SPRINGHILL SUBDIVISION No. 1, BOOK 114, PAGES 17026-17031, RECORDS OF ADA COUNTY, IDAHO.
- R2. SPRINGHILL SUBDIVISION No. 2, BOOK x, PAGES x-x, RECORDS OF ADA COUNTY, IDAHO.
- R3. RECORD OF SURVEY No. 7588, RECORDS OF ADA COUNTY, IDAHO.
- R4. WARRANTY DEED PER INSTRUMENT No. 2017-048306, RECORDS OF ADA COUNTY, IDAHO.
- R5. WARRANTY DEED PER INSTRUMENT No. 2020-013204, RECORDS OF ADA COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.

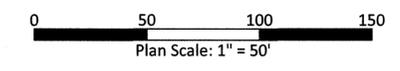
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	975.00'	9.23'	0°32'33"	N84°40'12"W	9.23'
C2	1196.20'	294.47'	14°06'17"	S79°18'55"E	293.73'
C3	656.57'	209.02'	18°14'24"	S63°26'01"E	208.14'
C4	262.00'	83.95'	18°21'31"	S59°18'02"E	83.59'
C5	375.00'	56.43'	8°37'16"	S72°47'26"E	56.37'
C6	3020.00'	348.58'	6°36'48"	N77°23'09"W	348.38'
C7	3020.00'	11.62'	0°13'14"	N80°48'10"W	11.62'
C8	550.00'	37.51'	3°54'26"	N3°01'53"W	37.50'
C9	550.00'	177.47'	18°29'16"	N4°15'33"E	176.70'
C10	625.00'	29.82'	2°45'55"	N72°50'53"W	29.81'
C11	862.09'	202.44'	13°27'16"	N77°40'09"W	201.98'



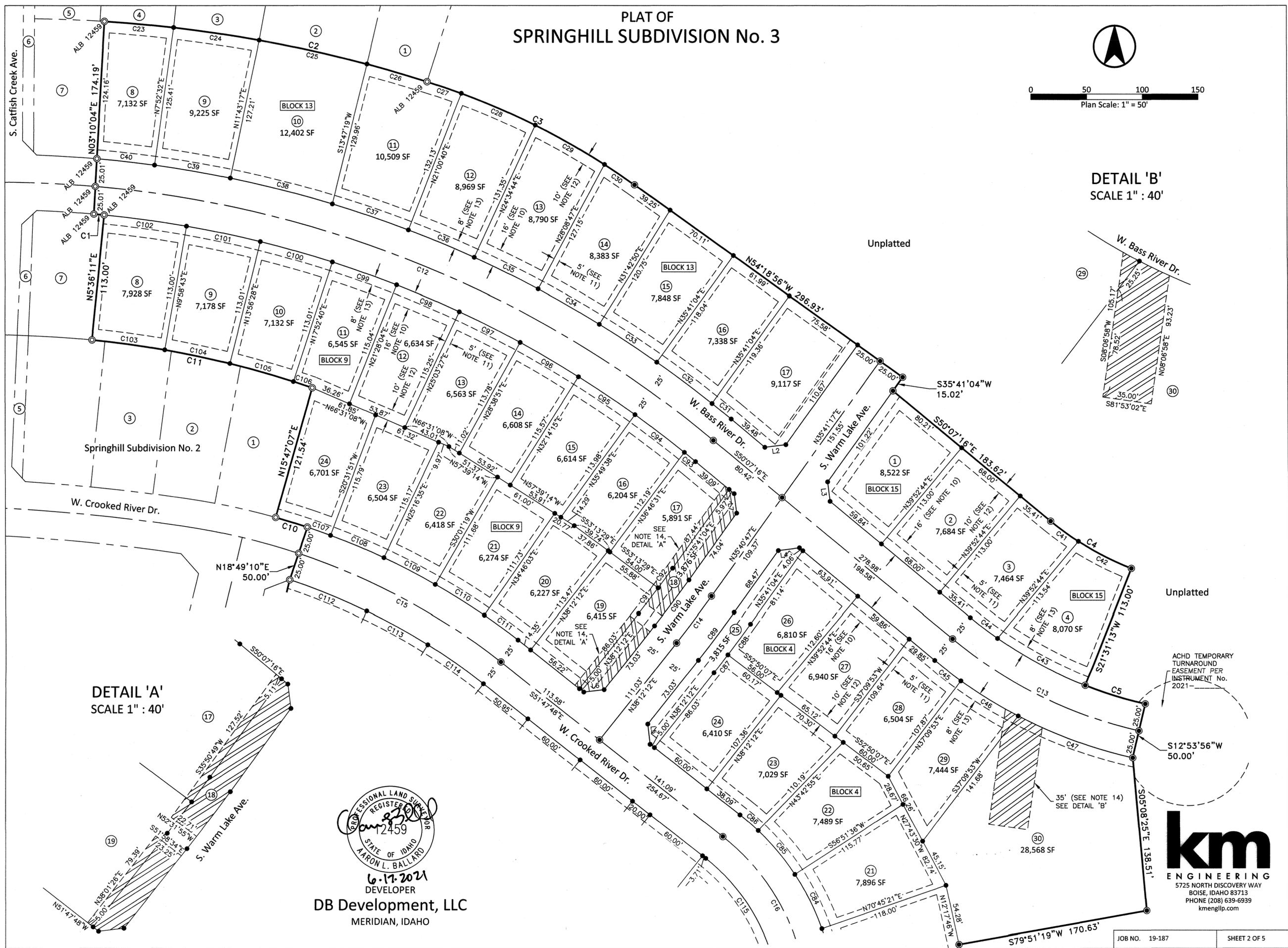
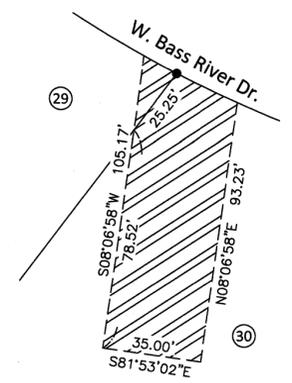
DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO



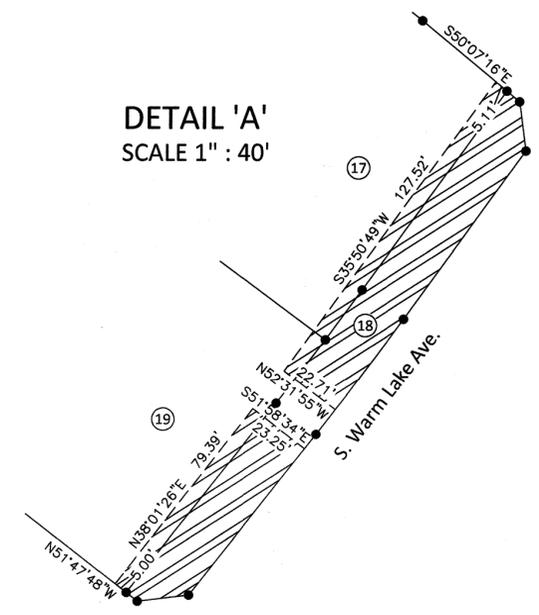
PLAT OF SPRINGHILL SUBDIVISION No. 3



DETAIL 'B'
SCALE 1" : 40'



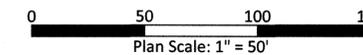
DETAIL 'A'
SCALE 1" : 40'



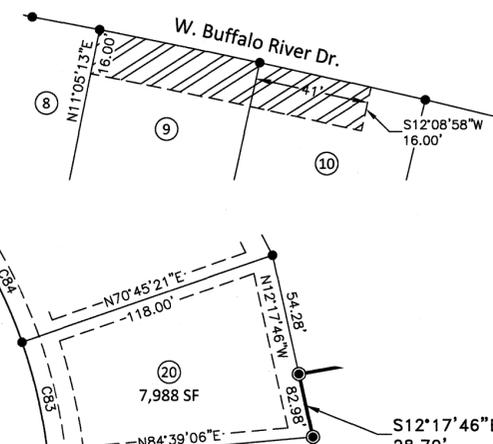
6-17-2021
DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO



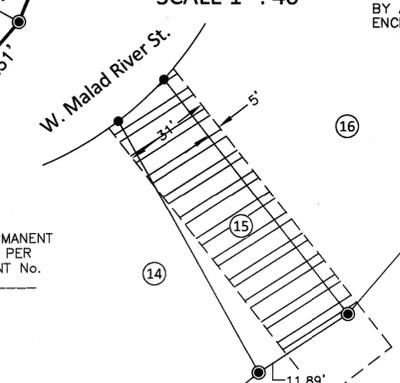
PLAT OF SPRINGHILL SUBDIVISION No. 3



DETAIL 'C'
SCALE 1" : 40'



DETAIL 'D'
SCALE 1" : 40'



NOTES

1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET THE MINIMAL DIMENSIONAL STANDARDS AS REQUIRED IN THE CITY OF KUNA ZONING ORDINANCE.
2. THIS SUBDIVISION IS SUBJECT TO A CITY OF KUNA DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT No. 107040487, RECORDS OF ADA COUNTY, IDAHO. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
3. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
4. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
5. REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
6. DIRECT LOT OR PARCEL ACCESS TO S. LINDER RD. AND/OR W. LAKE HAZEL RD. IS PROHIBITED.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
8. IRRIGATION WATER HAS BEEN PROVIDED FROM THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
9. LOTS 6, 15, 25, 30, BLOCK 4, LOT 8, BLOCK 5, LOT 18, BLOCK 9, AND LOT 10, BLOCK 13 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA PRESSURE IRRIGATION.
10. UNLESS OTHERWISE SHOWN, ALL FRONT LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAYS CONTAIN A 16.00 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA STREET LIGHTS, CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS TO EACH LOT.
11. UNLESS OTHERWISE SHOWN, ALL INTERIOR SIDE LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
12. UNLESS OTHERWISE SHOWN, ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE PERMANENT EASEMENT FOR CITY OF KUNA IRRIGATION AND LOT DRAINAGE.
13. ACHD PERMANENT EASEMENT (SIDEWALK) PER INSTRUMENT No. 2020-_____, RECORDS OF ADA COUNTY, IDAHO.
14. PORTIONS OF LOTS 9-10, 14-16, AND 29-30, BLOCK 4, AND LOTS 17-19, BLOCK 9, ARE SERVED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCLUMBERED 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. THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 2021-_____, RECORDS OF ADA COUNTY, IDAHO.
16. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE ON FILE AT THE ADA COUNTY RECORDER'S OFFICE AS INSTRUMENT No. 2018-089185, AND MAY BE AMENDED FROM TIME TO TIME.
17. THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO A FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
18. MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY. SUCH LOTS MUST REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS TO SAID IRRIGATION/DRAINAGE FACILITIES.



6-17-2021
DEVELOPER

DB Development, LLC
MERIDIAN, IDAHO



PLAT OF SPRINGHILL SUBDIVISION No. 3

CERTIFICATE OF OWNERS

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

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

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 1, WHICH BEARS N00°27'02"E A DISTANCE OF 2,610.62 FEET FROM A FOUND ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 1, THENCE FOLLOWING THE WESTERLY LINE OF SAID NORTHWEST 1/4, S00°27'02"W A DISTANCE OF 906.54 FEET; THENCE LEAVING SAID WESTERLY LINE, S89°32'58"E A DISTANCE OF 568.48 FEET TO A FOUND 5/8-INCH REBAR MARKING THE SOUTHEAST CORNER OF SPRINGHILL SUBDIVISION NO. 2 AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING THE SUBDIVISION BOUNDARY OF SAID SPRINGHILL SUBDIVISION NO. 2 THE FOLLOWING FOUR (4) COURSES:

1. N05°36'11"E A DISTANCE OF 113.00 FEET TO A FOUND 5/8-INCH REBAR;
2. 9.23 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 975.00 FEET, A DELTA ANGLE OF 00°32'33", A CHORD BEARING OF N84°40'12"W AND A CHORD DISTANCE OF 9.23 FEET TO A FOUND 5/8-INCH REBAR;
3. N03°10'04"E A DISTANCE OF 174.19 FEET TO A FOUND 5/8-INCH REBAR;
4. 294.47 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,196.20 FEET, A DELTA ANGLE OF 14°06'17", A CHORD BEARING OF S79°18'55"E AND A CHORD DISTANCE OF 293.73 FEET TO A FOUND 5/8-INCH REBAR;

THENCE LEAVING SAID SUBDIVISION BOUNDARY, 209.02 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 656.57 FEET, A DELTA ANGLE OF 06°17'05", A CHORD BEARING OF S63°26'01"E AND A CHORD DISTANCE OF 208.14 FEET;

THENCE S54°18'56"E A DISTANCE OF 296.93 FEET;
 THENCE S35°41'04"W A DISTANCE OF 15.02 FEET;
 THENCE S50°07'16"E A DISTANCE OF 183.62 FEET;
 THENCE 83.95 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 262.00 FEET, A DELTA ANGLE OF 18°21'31", A CHORD BEARING OF S59°18'02"E AND A CHORD DISTANCE OF 83.59 FEET;
 THENCE S21°31'13"W A DISTANCE OF 113.00 FEET;
 THENCE 56.43 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 08°37'16", A CHORD BEARING OF S72°47'26"E AND A CHORD DISTANCE OF 56.37 FEET;
 THENCE S12°53'56"W A DISTANCE OF 50.00 FEET;
 THENCE S05°08'25"E A DISTANCE OF 138.51 FEET;
 THENCE S79°51'19"W A DISTANCE OF 170.63 FEET;
 THENCE S12°17'46"E A DISTANCE OF 28.70 FEET;
 THENCE S01°20'01"W A DISTANCE OF 81.34 FEET;
 THENCE S13°08'27"W A DISTANCE OF 78.51 FEET;
 THENCE S22°03'25"W A DISTANCE OF 76.57 FEET;
 THENCE S40°26'20"W A DISTANCE OF 98.51 FEET;
 THENCE S56°36'53"W A DISTANCE OF 37.97 FEET;
 THENCE S50°23'16"W A DISTANCE OF 116.03 FEET;
 THENCE N74°04'46"W A DISTANCE OF 49.65 FEET;
 THENCE 348.58 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3,020.00 FEET, A DELTA ANGLE OF 06°36'48", A CHORD BEARING OF N77°23'09"W AND A CHORD DISTANCE OF 348.38 FEET TO A FOUND 5/8-INCH RECORDS OF ADA COUNTY, IDAHO);

THENCE FOLLOWING THE SUBDIVISION BOUNDARY OF SAID SPRINGHILL SUBDIVISION NO. 1 THE FOLLOWING NINE (9) COURSES:

1. 11.62 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3,020.00 FEET, A DELTA ANGLE OF 00°13'14", A CHORD BEARING OF N80°48'10"W AND A CHORD DISTANCE OF 11.62 FEET TO A FOUND 5/8-INCH REBAR;
2. N40°13'19"W A DISTANCE OF 112.34 FEET TO A FOUND 5/8-INCH REBAR;
3. 37.51 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A DELTA ANGLE OF 03°54'26", A CHORD BEARING OF N03°01'53"W AND A CHORD DISTANCE OF 37.50 FEET TO A FOUND 5/8-INCH REBAR;
4. 177.47 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A DELTA ANGLE OF 18°29'16", A CHORD BEARING OF N04°15'33"E AND A CHORD DISTANCE OF 176.70 FEET TO A FOUND 5/8-INCH REBAR TO A FOUND 5/8-INCH REBAR;
5. N13°30'11"E A DISTANCE OF 374.44 FEET TO A FOUND 5/8-INCH REBAR;
6. N18°49'10"E A DISTANCE OF 50.00 FEET TO A FOUND 5/8-INCH REBAR;
7. 29.82 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 625.00 FEET, A DELTA ANGLE OF 02°44'31", A CHORD BEARING OF N72°50'53"W AND A CHORD DISTANCE OF 29.81 FEET TO A FOUND 5/8-INCH REBAR;
8. N15°47'07"E A DISTANCE OF 121.54 FEET TO A FOUND 5/8-INCH REBAR;
9. 202.44 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 862.09 FEET, A DELTA ANGLE OF 13°27'16", A CHORD BEARING OF N77°40'09"W AND A CHORD DISTANCE OF 201.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 17.587 ACRES, MORE OR LESS

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

JUSTIN BLACKSTOCK, MANAGER
DB DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
ADA COUNTY)

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

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	975.00'	9.23'	0°32'33"	N84°40'12"W	9.23'
C2	1196.20'	294.47'	14°06'17"	N79°18'55"W	293.73'
C3	656.57'	209.02'	18°14'24"	N63°26'01"W	208.14'
C4	262.00'	83.95'	18°21'31"	S59°18'02"E	83.59'
C5	375.00'	56.43'	8°37'16"	S72°47'26"E	56.37'
C6	3020.00'	348.58'	6°36'48"	N77°23'09"W	348.38'
C7	3020.00'	11.62'	0°13'14"	N80°48'10"W	11.62'
C8	550.00'	37.51'	3°54'26"	N03°01'53"W	37.50'
C9	550.00'	177.47'	18°29'16"	S4°15'33"W	176.70'
C10	625.00'	29.82'	2°45'55"	N72°50'53"W	29.81'
C11	862.09'	202.44'	13°27'16"	N77°40'09"W	201.98'
C12	1000.00'	608.53'	34°51'58"	N67°33'20"W	599.18'
C13	400.00'	188.35'	26°58'48"	S63°36'40"E	186.62'
C14	1200.00'	52.75'	2°31'07"	N36°56'38"E	52.75'
C15	600.00'	206.27'	19°41'52"	N61°39'00"W	205.26'
C16	200.00'	192.84'	55°14'42"	N24°10'27"W	185.46'
C17	100.00'	148.11'	84°51'44"	N62°28'27"E	134.94'
C18	3163.00'	235.32'	4°15'45"	N77°13'33"W	235.26'
C19	50.00'	69.90'	80°05'57"	S39°18'28"E	64.35'
C20	407.00'	123.42'	17°22'30"	S9°25'46"W	122.95'
C21	50.00'	61.01'	69°54'49"	N16°50'24"W	57.30'
C22	50.00'	21.56'	24°42'01"	N64°08'49"W	21.39'
C23	1196.20'	62.29'	2°59'01"	N84°52'33"W	62.28'
C24	1196.20'	77.30'	3°42'09"	N81°31'58"W	77.29'
C25	1196.20'	98.82'	4°44'00"	N77°18'54"W	98.79'
C26	1196.20'	56.07'	2°41'08"	N73°36'20"W	56.06'
C27	656.57'	32.37'	2°49'30"	N71°08'28"W	32.37'
C28	656.57'	72.06'	6°17'16"	N66°35'05"W	72.02'
C29	656.57'	72.02'	6°17'05"	N60°17'54"W	71.98'
C30	656.57'	32.57'	2°50'33"	N55°44'06"W	32.57'
C31	1025.00'	22.30'	1°14'47"	N50°44'35"W	22.30'
C32	1025.00'	62.01'	3°27'58"	N53°05'58"W	62.00'
C33	1025.00'	61.80'	3°27'17"	N56°33'36"W	61.79'
C34	1025.00'	63.82'	3°34'03"	N60°04'16"W	63.81'
C35	1025.00'	63.82'	3°34'03"	N63°38'19"W	63.81'
C36	1025.00'	63.82'	3°34'03"	N67°12'22"W	63.81'
C37	1025.00'	71.95'	4°01'18"	N71°00'03"W	71.93'
C38	1025.00'	94.22'	5°16'00"	N75°38'43"W	94.19'
C39	1025.00'	68.80'	3°50'45"	N80°12'05"W	68.79'
C40	1025.00'	52.04'	2°54'33"	N83°34'45"W	52.04'
C41	262.00'	30.66'	6°42'16"	S53°28'24"E	30.64'
C42	262.00'	53.29'	11°39'15"	S62°39'10"E	53.20'
C43	375.00'	89.54'	13°40'48"	S61°38'23"E	89.32'
C44	375.00'	30.62'	4°40'43"	S52°27'38"E	30.61'
C45	425.00'	30.19'	4°04'14"	N52°09'23"W	30.19'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C46	425.00'	60.32'	8°07'55"	N58°15'28"W	60.27'
C47	425.00'	109.61'	14°46'39"	N69°42'45"W	109.31'
C48	3020.00'	80.79'	1°31'58"	N74°50'44"W	80.78'
C49	3020.00'	60.00'	1°08'18"	N76°10'52"W	60.00'
C50	3020.00'	58.00'	1°06'01"	N77°18'02"W	58.00'
C51	3020.00'	56.00'	1°03'45"	N78°22'55"W	56.00'
C52	3020.00'	73.31'	1°23'27"	N79°36'31"W	73.31'
C53	3020.00'	32.10'	0°36'32"	N80°36'31"W	32.10'
C54	550.00'	11.20'	1°09'59"	N1°39'39"W	11.20'
C55	550.00'	26.31'	2°44'27"	N3°36'53"W	26.31'
C56	550.00'	53.00'	5°31'16"	S2°13'27"E	52.98'
C57	550.00'	63.17'	6°34'51"	S3°49'37"W	63.14'
C58	550.00'	61.30'	6°23'09"	S10°18'37"W	61.27'
C59	25.00'	10.78'	24°42'01"	N64°08'49"W	10.69'
C60	25.00'	30.51'	69°54'49"	N16°50'24"W	28.65'
C61	432.00'	34.80'	4°36'55"	N15°48'33"E	34.79'
C62	432.00'	47.07'	6°14'36"	N10°22'48"E	47.05'
C63	432.00'	46.84'	6°12'46"	N4°09'07"E	46.82'
C64	432.00'	2.29'	0°18'12"	N05°53'37"E	2.29'
C65	75.00'	36.26'	27°42'09"	N13°06'33"W	35.91'
C66	75.00'	20.76'	15°51'25"	N34°53'20"W	20.69'
C67	75.00'	28.90'	22°04'32"	N53°51'19"W	28.72'
C68	75.00'	18.93'	14°27'51"	N72°07'31"W	18.88'
C69	3138.00'	24.33'	0°26'39"	N79°08'07"W	24.33'
C70	3138.00'	58.19'	1°03'45"	N78°22'55"W	58.19'
C71	3138.00'	60.27'	1°06'01"	N77°18'02"W	60.27'
C72	3138.00'	62.35'	1°08'18"	N76°10'52"W	62.34'
C73	3138.00'	28.33'	0°31'02"	N75°21'12"W	28.33'
C74	125.00'	27.04'	12°23'47"	N81°17'34"W	26.99'
C75	125.00'	42.43'	19°27'00"	S82°47'03"W	42.23'
C76	125.00'	45.46'	20°50'16"	S62°38'25"W	45.21'
C77	125.00'	21.96'	10°04'04"	S47°11'15"W	21.94'
C78	125.00'	48.24'	22°06'38"	S31°05'55"W	47.94'
C79	285.00'	6.53'	1°18'46"	S19°23'13"W	6.53'
C80	285.00'	55.61'	11°10'45"	S13°08'27"W	55.52'
C81	285.00'	20.41'	4°06'11"	S5°29'59"W	20.40'
C82	225.00'	34.54'	8°47'47"	S05°57'00"E	34.51'
C83	225.00'	54.57'	13°53'45"	S12°17'46"E	54.44'
C84	225.00'	54.57'	13°53'45"	S26°11'32"E	54.44'
C85	225.00'	51.62'	13°08'41"	S39°42'45"E	51.51'
C86	225.00'	21.65'	5°30'43"	S49°02'27"E	21.64'
C87	1243.00'	20.25'	0°56'00"	N37°44'12"E	20.25'
C88	1243.00'	34.39'	1°35'07"	N36°28'38"E	34.39'
C89	1225.00'	53.85'	2°31'07"	N36°56'38"E	53.85'
C90	1175.00'	51.65'	2°31'07"	N36°56'38"E	51.65'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C91	1157.00'	28.84'	1°25'41"	N37°29'21"E	28.83'
C92	1157.00'	22.03'	1°05'27"	N36°13'48"E	22.02'
C93	975.00'	13.11'	0°46'13"	N50°30'18"W	13.11'
C94	975.00'	55.88'	3°17'02"	N52°31'56"W	55.87'
C95	975.00'	61.09'	3°35'24"	N55°58'08"W	61.08'
C96	975.00'	61.09'	3°35'24"	N59°33'32"W	61.08'
C97	975.00'	61.09'	3°35'24"	N63°08'55"W	61.08'
C98	975.00'	61.09'	3°35'23"	N66°44'19"W	61.08'
C99	975.00'	61.09'	3°35'23"	N70°19'42"W	61.08'
C100	975.00'	66.99'	3°56'13"	N74°05'30"W	66.98'
C101	975.00'	67.43'	3°57'45"	N78°02'29"W	67.42'
C102	975.00'	74.47'	4°22'34"	N82°12'39"W	74.45'
C103	862.09'	65.84'	4°22'33"	N82°12'31"W	65.82'
C104	862.09'	59.61'	3°57'43"	N78°02'23"W	59.60'
C105	862.09'	59.23'	3°56'11"	N74°05'26"W	59.22'
C106	862.09'	17.76'	1°10'50"	N71°31'56"W	17.76'
C107	625.00'	22.10'	2°01'33"	N70°29'10"W	22.10'
C108	625.00'	51.77'	4°44'44"	N67°06'02"W	51.75'
C109	625.00'	51.77'	4°44'44"	N62°21'18"W	51.75'
C110	625.00'	51.77'	4°44'44"	N57°36'34"W	51.75'
C111	625.00'	37.48'	3°26'08"	N53°31'08"W	37.47'
C112	575.00'	74.55'	7°25'42"	N67°47'55"W	74.50'
C113	575.00'	62.26'	6°12'14"	N60°58'58"W	62.23'
C114	575.00'	61.01'	6°04'46"	N54°50'28"W	60.98'
C115	175.00'	109.51'	35°51'11"	N33°52'13"W	107.73'
C116	175.00'	59.23'	19°23'31"	N6°14'52"W	58.95'
C117	235.00'	29.97'	7°18'27"	N7°06'07"E	29.95'
C118	235.00'	38.09'	9°17'15"	N15°23'58"E	38.05'
C119	75.00'	33.80'	25°49'11"	N32°57'11"E	33.51'
C120	75.00'	20.27'	15°28'53"	N53°36'13"E	20.20'
C121	75.00'	57.02'	43°33'40"	N83°07'29"E	55.66'
C122	3188.00'	51.43'	0°55'27"	N75°33'24"W	51.43'
C123	3188.00'	49.64'	0°53'32"	N76°27'54"W	49.64'
C124	3188.00'	48.53'	0°52'20"	N77°20'50"W	48.53'
C125	3188.0				

PLAT OF SPRINGHILL SUBDIVISION No. 3

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ____ DAY OF _____, 2021.

PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY ENGINEER

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

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

DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, A.D. 2021, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK
KUNA, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

DATE

HEALTH CERTIFICATE

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

HEALTH OFFICER

DATE

CERTIFICATE OF ADA COUNTY TREASURER

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

COUNTY TREASURER

DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF SPRINGHILL SUBDIVISION No. 3 WAS FILED AT THE REQUEST OF _____ AT ____ MINUTES PAST ____ O'CLOCK __M., THIS ____ DAY OF _____, ____ A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK _____ OF PLATS AT PAGES _____ THRU _____.

INSTRUMENT NUMBER _____.

DEPUTY

EX-OFFICIO RECORDER

FEE:



6.17.2021
DEVELOPER

DB Development, LLC
MERIDIAN, IDAHO

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com



City of Kuna

Council-Findings of Fact & Conclusions of Law

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

To: City Council

Case Numbers: 17-05-S (Preliminary Plat) **Springhill Subdivision**

Location: South East Corner (SEC) Linder and Lake Hazel Roads, Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: October 17, 2017
Findings of Fact: December 19, 2017

Applicant: **NE Kuna Farm, LLC,**
 Tim Eck
 6152 W. Half Moon Ln.
 Eagle, ID, 83616
 208.850.0591
Timothyeck@me.com

Engineer: **Bailey Engineers,**
 AJ Lopez
 4242 Brookside Ln.
 Boise, ID, 83714
 208.859.8252
ajlopez@baileyengineers.com

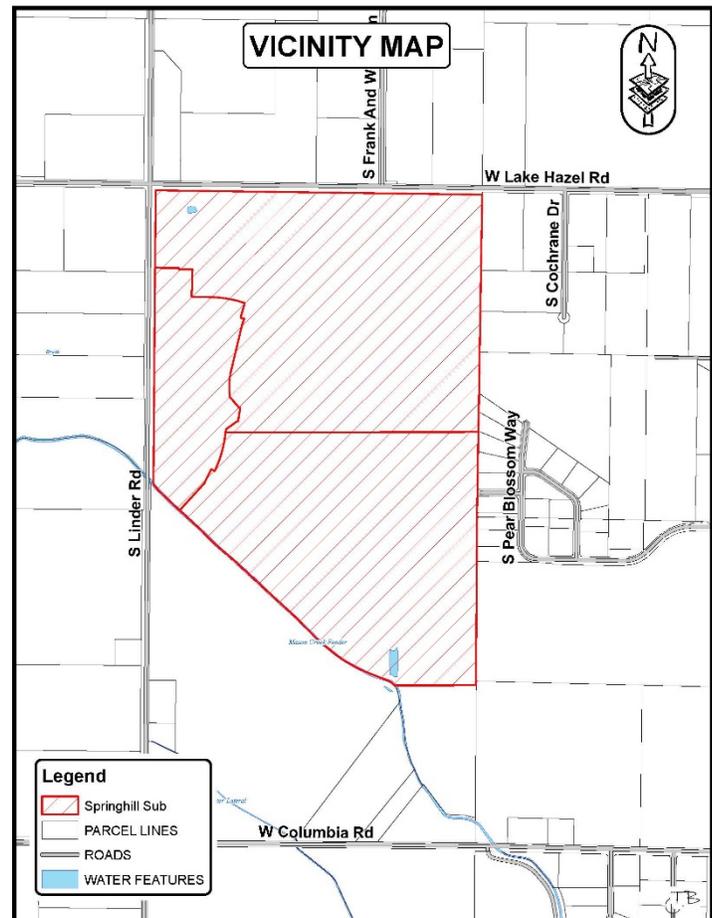


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| A. Process and Noticing | I. Factual Summary |
| B. Applicants Request | J. Findings of Fact |
| C. Aerial map | K. Comprehensive Plan Analysis |
| D. Site History | L. Idaho Code Analysis |
| E. General Project Facts | M. Conclusions of Law |
| F. Staff Analysis | N. Commission Recommended Conditions |
| G. Applicable Standards | O. Councils Order of Decision |
| H. Procedural Background | |

A. **Process and Noticing:**

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that subdivisions are designated as public hearings, with the Commission as the recommending body, and City Council as the decision making body. These land

use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Planning Act.

a. Notifications

- | | |
|----------------------------------|--|
| i. Neighborhood Meeting | May 11, 2017 (16 persons attended) |
| ii. Agency Comment Request | June 6, 2017 |
| iii. 315' Property Owners Notice | August 28, 2017, September 28, 2017 (Courtesy) |
| iv. Kuna, Melba Newspaper | August 30, 2017 |
| v. Site Posted | September 29, 2017 |

B. Applicant's Request:

On behalf of NE Kuna Farms (Owner), AJ Lopez with Bailey Engineering, Inc., is requesting approval for a preliminary plat modification for approximately 180 acres (of the previously approved 208.58 ac. approximately), currently zoned R-6 (Medium Density Residential). The applicant proposes to subdivide two properties into 677 buildable lots and 39 common lots with a proposed density of 3.31 Dwelling Units an Acre (D.U.A.). The subject site is located on the south east corner (SEC) of Linder and Lake Hazel Roads. The property address is 1585 W. Lake Hazel Road – Parcel No.s; S1301212425 and S1301325480.

C. Aerial Map:



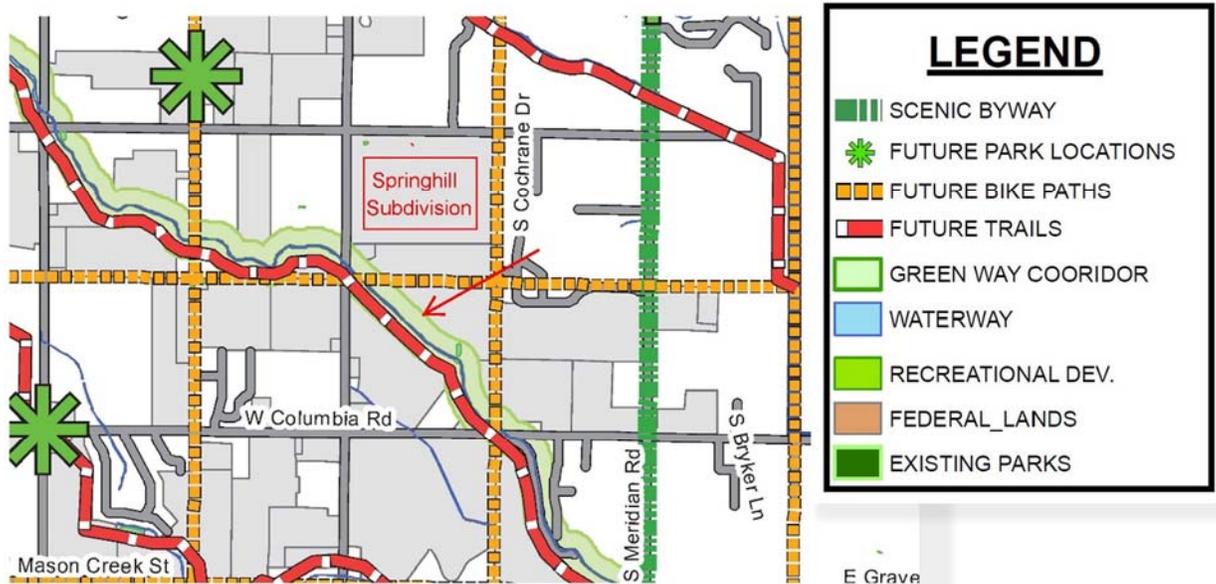
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D. Site History:

This site is undeveloped and has historically been used for agricultural purposes. The site is adjacent to three Ada County subdivisions. This site was previously approved as a residential subdivision with 702 single family lots, two multi-family lots (78 Units), and 65 common lots over approximately 225.54 acres (3.46 Dwelling Units per Acre [D.U.A.]) in February 2007; (Case No.s 06-10-ZC, 06-12-S & 06-11-DA). This application proposes to change the original approvals beyond phase two and also seeks a total of 14 development phases.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision making body for the City. This map indicates general land use designations, and is not the actual zone. The Comp Plan Map identifies this entire site as Medium Density Residential. The range for Medium Density is 4 - 8 D.U.A..
2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail along the southwest boundary of the site, situated along the Mason Creek Feeder. Applicant proposes a significant number of trails throughout the project including one along the Mason Creek.



3. **Surrounding Land Uses:**

North	RUT	Rural Urban Transition– Ada County
South	R-6, Ag	Medium Density Residential & Agriculture – Kuna City
East	RR, R-4, RUT, Ag	Rural Residential Medium Density Residential, Rural Urban Transition– Ada County & Agriculture - Kuna City
West	RR, Ag	Rural Residential & Agriculture – Ada County and Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Number(s):**

- Project Size in total: 180.00 acres (approximately)
- Zoning: R-6; Medium Density Residential, Kuna
- Parcel #: S1301212425 (96.94 ac. approx.)
- Parcel #: S1301325480 (82.36 ac. approx.)

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Irrigation District – Boise-Kuna Irrigation District
- Pressurized Irrigation – City of Kuna (KMID)

Fire Protection – Kuna Rural Fire District
 Police Protection – Kuna Police (Ada County Sheriff's office)
 Sanitation Services – J & M Sanitation

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

The land is currently used for agricultural purposes. Applicant anticipates that the land will continue the historic Ag. uses on the lands until development occurs. This site soils in the area are a mix of three Hydrologic Groups; B, C and D – Group C is the dominant Group.

7. **Transportation / Connectivity:**

The applicant proposes two access points on Linder Road; the northern access will be included with this modification request, while the southern access is included with Phase one, which is currently moving into construction. Applicant proposes three access points for the subdivision from future Kay Avenue. There are no accesses proposed on Lake Hazel Road.

8. **Environmental Issues:**

Beyond being within the Nitrate Priority Area, staff is not aware of any environmental, health or safety conflicts.

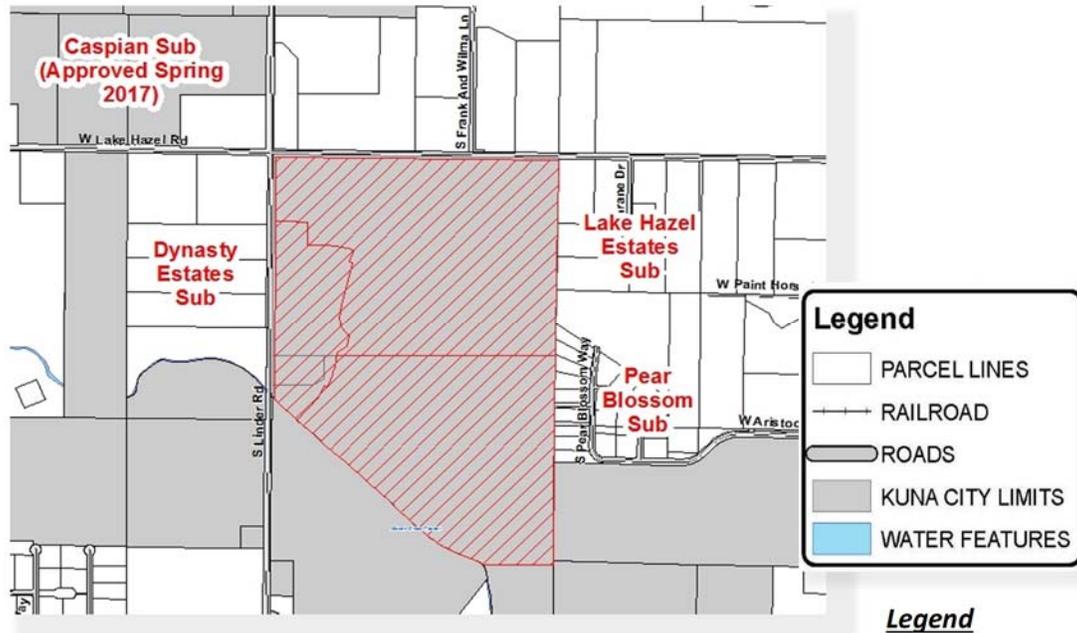
9. **Agency Responses:**

The following agencies returned comments which are included with this case file and are included with this report:

- City Engineer (Antonio Conti, P.E.) Exhibit B 1
- Ada County Highway District (Mindy Wallace) Exhibit B 2
- Boise Project Board of Control (Bob Carter) Exhibit B 3
- Central Dist. Health Dept. (Lori Badigian), Exhibit B 4
- COMPASS Idaho (Carl Miller) Exhibit B 5.

F. **Staff Analysis:**

This subdivision application involves two parcels already zoned R-6 (Medium Density Residential) in Kuna, and are adjacent to three Subdivisions in Ada County. This project abuts two arterial roads (Lake Hazel and Linder Roads) and will establish a new segment of Kay Avenue on the east side. All municipal public utilities are being extended to this site. Applicant is preparing the site for a new single-family housing development to be built over an anticipated 13 additional phases (Phase one is under construction, for a total of 14). Applicant anticipates full build-out will be achieved in approximately 14 years, if one phase per year (or 40 +/- homes) is developed. The applicant is prepared to adjust their timeline with market demands. This subdivision was originally approved by Council in February 2007 and has been considered a valid preliminary plat (pre plat) since that time. However, since 2006, the design criteria and policies for subdivisions from ACHD have changed. This application is a request to modify design elements that differ from the approved pre plat. The most notable modification is the removal of the access points on Lake Hazel Road. ACHD policies no longer allow developers to add ingress/egress to classified roads when the project has uninterrupted frontage between classified roads – This project abuts Linder and future Kay Avenue on the south side of Lake Hazel. As such, no access will be granted on Lake Hazel. This change required other street alignment changes internally in order to accommodate the access' removals. These changes also required the addition of one more access point on the Linder Road frontage, which is necessary due to Fire and other Emergency Services access. The internal street changes are minor in nature, however, as a whole, these changes warranted a redesign of the site, as the previous design practices are no longer acceptable to ACHD. Staff supports the removal of the access points along Lake Hazel, and the addition of an access point on Linder Road. These changes provide a safer environment for ingress/egress and maintains functionality of both arterials roads.



Applicant has met with Bobby Withrow, Director of the Parks and Rec Department and discussed donating a significant number of acres to the City, upon completion of development of each relevant phase. Applicant has proposed adding nearly 23 acres (10.8%) for pathways and trails to Kuna's systems. This project proposes 37.81 acres for open space, which is approximately 18 % of the total project.

Staff has reviewed Kuna's Comprehensive Plan (Comp Plan), which encourages a variety of housing types and income levels numerous times throughout the Comp Plan. The sections of the Comp Plan that address housing types are included below, in Section K (Comp Plan Analysis) of this report. The City attempts to balance all housing types within the City. The Springhill site is zoned R-6 (Medium Density Residential) and the applicants request for a density of 3.31 dwellings per acre (D.U.A.), is substantially under the existing zones density limits of six (6) units per acre. Staff has reviewed the preliminary plat for technical compliance with KCC Chapter 6, and has determined that it appears to conform to KCC as required. Applicant is required to follow all established design criteria listed with Kuna's Subdivision Design Ordinance, unless specifically otherwise approved.

Staff has determined this application complies with its current zone and Title 5 and 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No. 17-05-S subject to any conditions of approval outlined by Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5, Chapter 13
2. City of Kuna Comprehensive Plan, adopted September 1, 2009
3. City of Kuna Design Review Code Title 5, Chapter 4
4. City of Kuna Landscape Code Title 5, Chapter 17.
5. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

On October 17, 2017, the Council considered case number 17-05-S, including the application, agency comments, staff's report, application exhibits and public testimony presented or given.

I. Factual Summary:

This site is located on the south side of Lake Hazel Road, east Linder Road and west of future Kay Avenue. The project consists of 208.58 (approx.) acres that are already in the City limits and currently zoned R-6 (Med. Den. Residential). Applicant requests preliminary plat approval for a new subdivision of 677 buildable lots, and 39 common lots consisting of 14 development phases with 18% open space. If approved, this project will take access from Linder Road in two places and three places along future Kay Avenue.

J. Council Findings:

Based upon the record in **17-05-S**, including the Comprehensive Plan, Kuna City Code, Staff's memorandums, including the exhibits, and the testimony elicited during the public hearing, the Council hereby *approves* Case No. 17-05-S, a request for a 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.

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 reasoned statement that 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.

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.

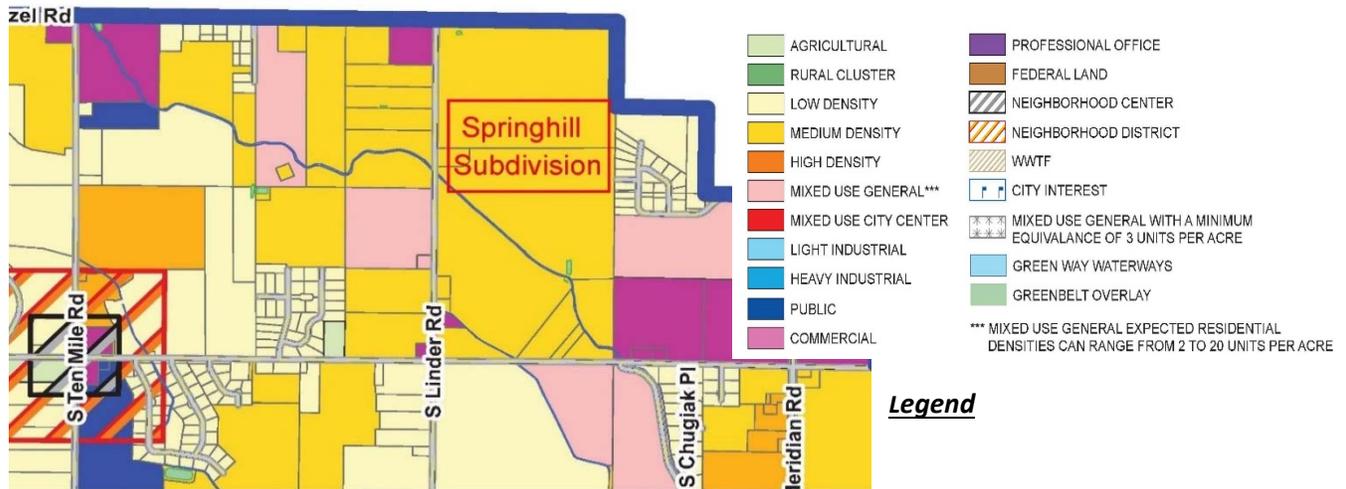
2. The Council has the authority to approve or deny Case No. 17-05-S. On October 17, 2017, Kuna's Council voted to approve Case No. 17-05-S.
3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances to hold a public hearing on October 17, 2017, with the Council.

K. Comprehensive Plan Analysis:

Council determines the proposed subdivision for the *site is* consistent with the following Comp Plan components:

Housing: Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. They expressed interest in a mix of residential type dwellings applications; including single- family, *multi-family*, apartments and condominiums. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 [CP]).

Comment: *The Comp Plan and the corresponding Future Land Use Map (with land use designations) provides for medium density (R-6). This project has proposed a density of less than six units per acre, therefore it conforms to the Comp Plan and the Future Land Use Map.*



Private Property Rights Goals and Objectives - Section 2 – Summary:

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

Comment: Utilizing the Idaho Attorney General’s criteria, and a review by the City Attorney, the proposed project does not constitute a “takings” and the Economic value is intact.

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5 and Pg. 43 – 3.1 [CP]).

Comment: The Comp Plan encourages adequate housing for all income levels and calls for increasing pedestrian connections. This project supplies a number of additional housing types to Kuna’s inventory and provides opportunities for quality housing. This development enhances the City’s pedestrian network for non-motorized transportation, by proposing and establishing pathways for future connections by other developers.

Land Use Goals and Objectives - Section 6 - Summary:

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

Comment: This project adds a number of quality housing varieties to the City’s inventory for all types of lifestyles, ages and economic groups. This project also proposes nearly 18% open space which adds to the greenspaces in Kuna, keeping it a desirable City while enhancing the City’s overall pathway network.

Housing Goals and Objectives - Section 12 - Summary:

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

Encourage mixed-use development that includes town centers, single-family, *multi-family*, accessory units, and other types of residential development. – Policy 1.1.2, Section 12, Housing (Page 155 [CP]).

Comment: Applicant proposes a high-quality development with a variety of dwelling types, densities, and price points for all income levels in this part of Kuna as encouraged by the Comp Plan. This project significantly adds to the City's overall network of utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and avoids increased municipal services costs and sprawl.

Community Design Goals and Objectives - Section 13 - Summary:

Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2[CP]).

Comment: Applicant proposes good community and urban design principles through creation of greenspaces, extension of the pedestrian pathway network and adding to the City's sidewalk network. Applicant also proposes adding to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). This development also incorporates landscape buffers, and creates a sense of place for citizens. Therefore, this project fosters sound community design concepts and complies with the Comp Plan goals and strengthens Kuna's image. Applicant has proposed a positive affect by establishing a roadway and pathway network for adjoining property owners and future development, and by designing under the allowed densities of the R-6 zone (3.31 Gross Density).

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge (Page 179 [CP]).

Comment: Applicant proposes an extension of the sidewalk and roadway system which complies with the Master Street Plan adopted by Kuna. Applicant also proposes establishing pathways and sidewalks for pedestrian and non-motorized transportation. Applicant proposes R-6 housing densities thereby complying with Medium Density land use designation outlined within the Comp Plan and Comp Plan Map.

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. Councils Conclusions:

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

1. The Council feels the site *is* physically suitable for subdivision and development into a single-family subdivision, as proposed.

Comment: *The 180.00 acre (approximate) project appears to be suitable for subdivision and development as single-family subdivision, as proposed.*

2. The subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be subdivided is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

3. The rezone and subdivision applications are not likely to cause adverse public health problems.

Comment: *The subdivision of the property would comply with the Comp Plan. The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

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

5. The existing and proposed street and utility services in proximity to the site are suitable or adequate for residential purposes.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for the residential project.*

6. Based on the evidence contained in Case No. 17-05-S, Council finds Case No. 17-05-S adequately complies with Kuna City Code.

7. Based on the evidence contained in Case Nos. 17-05-S, Council finds Case No. 17-05-S, generally complies with Kuna's Subdivision Code.

N. Recommendation to Council:

On July 25, 2017, the Planning and Zoning Commission voted to recommend approval for Case No. 17-05 S based on the facts outlined in staff's memo and the public testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends approval for Case No. 17-05-S, a Preliminary Plat and Subdivision request from AJ Lopez (Bailey Engineering, LLC) and NE Kuna Farm, LLC, with the following conditions of approval to Council:

- *Applicants shall follow all conditions stated in the staff memo and appropriate agency comments and discussions at the public hearing on July 25, 2017.*

O. Council's Order of Decision:

17-05-Sub (Subdivision): On October 17, 2017, the Council voted to approve Case No. 17-05-S based on the facts outlined in staff's memo and the public testimony during the public hearing by the Council of Kuna, Idaho, the Council hereby approves Case No. 17-05-S, a Preliminary Plat and Subdivision request from AJ Lopez (Bailey Engineering, LLC) and NE Kuna Farm, LLC, with the following conditions of approval:

- Follow all staff recommended conditions stated in the staff memo.
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
 2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
 - 2.1- ***With development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.***
 3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
 4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
 5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
 6. Street lights within the site shall be LED lighting and must comply with Kuna City Code and LED requirements as approved by Council.
 7. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
 8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
 9. All signage within/for the project shall comply with Kuna City Code.
 10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
 11. Applicant shall provide for Commissions approval, a landscape plan reflecting the approved changes with each phase throughout development.

- 12. Staff would recommend that the applicant work with Kuna Rural Fire District (KRFD) to conform to the secondary access limits of the KRFD, for the number of homes utilizing access points as development occurs.
- 13. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
- 14. Applicant is required to follow all established design criteria listed with Kuna's Subdivision Design Ordinance, unless specifically otherwise approved.
- 15. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
- 16. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 19th, day of December 2017.

ATTEST: 
Chris Engels
Kuna City Clerk





Joe Stear, Mayor
Kuna City



August 9, 2021
Project No. 19-187

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

**RE: Springhill Subdivision No. 3 – Kuna, ID
Final Plat Application**

Dear Mr. Behunin:

On behalf of DB Development, LLC, we are pleased to submit the attached application and required supplements for the final plat of Springhill Subdivision No. 3.

The final plat for this phase encompasses approximately 17.59 acres of the overall site and includes 74 buildable single-family residential lots and 7 common lots for a total of 81 lots. Access for this phase is proposed via stub streets within Springhill Subdivision No. 1 and S. Linder Rd. To our knowledge, the final plat for Springhill Subdivision No. 3 is in conformance with the approved preliminary plat and meets the requirements and conditions of approval thereof.

The construction plans for Springhill Subdivision No. 3 were prepared by Bailey Engineering and have been approved by the regulatory agencies. KM Engineering was engaged after approval of the construction plans to prepare and route the final plat and was not involved in the engineering of this phase.

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

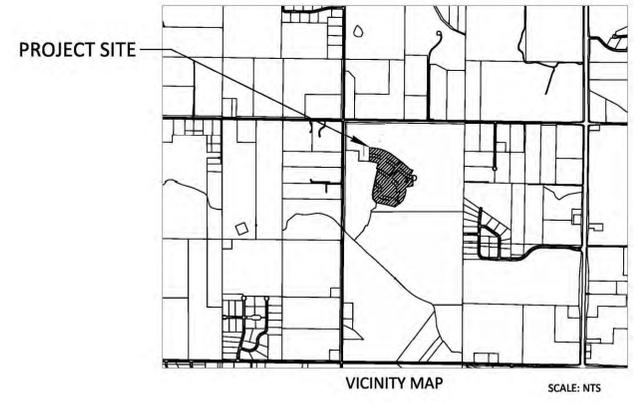
Sincerely,
KM Engineering, LLP

A handwritten signature in blue ink that reads 'Stephanie Hopkins'.

Stephanie Hopkins
Land Planning Manager

cc: DB Development, LLC

SPRINGHILL SUBDIVISION NO. 3 KUNA, IDAHO CONSTRUCTION PLANS



Digitally signed by Kevin McCarthy, PE
Date: 2021.04.13
14:00:21 -06'00'

NO.	REVISIONS	DATE
1	REV PER AGENCY COMMENTS	12.10.20
2	REV PER AGENCY COMMENTS	2/11/21
3	REV PER KUNA COMMENTS	03/17/21
4	REV FOR TEMP. TURNAROUND	3/25/21
5	REV FOR TEMP. TURNAROUND SIGNAGE	4/12/21

INDEX OF DRAWINGS

SHEET NO.	SHEET TITLE	DESCRIPTION
C1.0	COVER SHEET	
C1.1	NOTES AND ACRONYMS	
C1.2	NOTES AND LEGEND	
C1.3	EXISTING CONDITIONS AND DEMOLITION PLAN	
C1.4	STREET LIGHT AND MASTER UTILITY PLAN	STREET LIGHT AND MASTER UTILITY PLAN
C2.0	OVERALL ROADWAY PLAN	
C2.1	ROADWAY IMPROVEMENT PLANS	W. CROOKED RIVER DR. PLAN AND PROFILE
C2.2	ROADWAY IMPROVEMENT PLANS	S. TASMAN LAKE AVE./W. BUFFALO RIVER DR. PLAN AND PROFILE
C2.3	ROADWAY IMPROVEMENT PLANS	W. BUFFALO RIVER DR./S. SUSHANA RIVER AVE. PLAN AND PROFILE
C2.4	ROADWAY IMPROVEMENT PLANS	W. MALAD RIVER ST. PLAN AND PROFILE
C2.5	ROADWAY IMPROVEMENT PLANS	S. WARM LAKE AVE. PLAN AND PROFILE
C2.6	ROADWAY IMPROVEMENT PLANS	W. BASS RIVER DR. PLAN AND PROFILE
C2.7	ROADWAY IMPROVEMENT PLANS	W. BASS RIVER DR. PLAN AND PROFILE
C2.8	ROADWAY IMPROVEMENT PLANS	DETAILS
C3.0	LOT GRADING PLAN	OVERALL LOT GRADING PLAN
C3.1	LOT GRADING PLAN	LOT GRADING SOUTH
C3.2	LOT GRADING PLAN	LOT GRADING NORTH
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C4.2	STORM WATER IMPROVEMENT PLANS	DETAILS
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C5.2	SEWER IMPROVEMENT PLANS	SEWER ALIGNMENT "A" W. CROOKED RIVER DR./S. WARM LAKE AVE. PLAN AND PROFILE
C5.3	SEWER IMPROVEMENT PLANS	SEWER ALIGNMENT W. MALAD RIVER ST./S. SUSHANA RIVER AVE. PLAN AND PROFILE
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L3.0	LANDSCAPE PLAN	
L4.0	LANDSCAPE PLAN	
L5.0	LANDSCAPE PLAN	
**	FINAL PLAT	
**	FOR REFERENCE ONLY	

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Kuna City Engineer
Date: 05/04/2021

APPROVED BY Scott Aronson
 APPROVED WITH CORRECTIONS
 SEE ATTACHED LETTER
DATE: 05/04/2021
KUNA RURAL FIRE DISTRICT

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.
By: Kyle G. Foster DATE: 5/3/2021
ADA COUNTY HIGHWAY DISTRICT

ACHD COMPLIANCE

THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT:

- NONE

CONTACT INFORMATION

ENGINEERING CONSULTANT
KM ENGINEERING, LLP
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE: (208) 639-6939
FAX: (208) 639-6930
CONTACT: KEVIN MCCARTHY, P.E.
SCOTT PRILLAMAN, E.I.T
EMAIL: sprillaman@kmenlpl.com

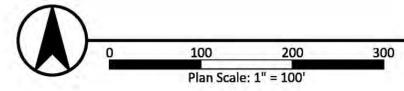
OWNER
NE KUNA FARM, LLC
6152 W. HALF MOON LANE
EAGLE, ID 83616
CONTACT: timothyek@me.com

SURVEY CONTROL NOTES

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

DIGLINE

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BY CALLING DIGLINE AT PHONE # (800) 342-1585 BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND UTILITIES.



SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
COVER SHEET



DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187

SHEET NO. C1.0

P:\19-187\CAD\CONSTRUCTION PLANS\19-187 COVER.DWG, SCOTT PRILLAMAN, 4/12/2021, AUTOCAD PDF GENERATOR DOCUMENTATION.PC3, 22084, [PDF]

PROJECT GENERAL NOTES

- 1. ALL WORK (INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF PRESSURIZED IRRIGATION, SEWER, WATER, STREETS, CURB GUTTER SIDEWALK, AND STREETLIGHTS) SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KUNA STANDARD CONSTRUCTION SPECIFICATIONS...

WATER NOTES

- 1. ALL EXISTING WELLS SHALL BE ABANDONED IN ACCORDANCE WITH IDAHO DEPARTMENT OF WATER RESOURCES REQUIREMENTS. CONTACT IDWR 208-334-2190.

SEWER NOTES

- 1. ABANDON ALL EXISTING SEPTIC SYSTEMS IN ACCORDANCE WITH IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS. PROVIDE DOCUMENTATION TO THE CITY OF KUNA UPON REQUEST.

IRRIGATION NOTES

- 1. THE DEVELOPER SHALL NOTIFY ALL LOT PURCHASERS THAT THERE MUST BE NO INTERCONNECTION BETWEEN THE PRESSURE IRRIGATION SYSTEM AND HOUSE PLUMBING, OUTSIDE HOUSE FAUCETS MUST ONLY BE CONNECTED TO THE MUNICIPAL POTABLE WATER SYSTEM THROUGH THE HOUSE SERVICE CONNECTION.



Table with 5 columns: NO., ITEM, DATE, REV PER AGENCY COMMENTS, REV PER KUNA COMMENTS. Contains revision history for the drawing.

SPRINGHILL SUBDIVISION NO. 3 KUNA, IDAHO NOTES AND ACRONYMS

ABBREVIATIONS

- CL - CENTERLINE
CO - CLEANOUT
E - EASTING
ELEV - ELEVATION
EP - EDGE OF PAVEMENT
FL - FLOW LINE
FLG - FLANGE
GI - GRAVITY IRRIGATION
HP - HIGH POINT
INV - INVERT
L - STATION OFFSET LEFT
LF - LINEAR FOOT
LIP - LIP OF GUTTER
MA - MATCH EXISTING
MJ - MECHANICAL JOINT
MW - MONITORING WELL
N - NORTH
OHP - OVERHEAD POWER
PC - POINT OF CURVATURE
PI - PRESSURE IRRIGATION
PS - POINT OF TANGENCY
PT - POINT OF TANGENCY
R - STATION OFFSET RIGHT
RIM - RIM OF STRUCTURE
SD - STORM DRAIN
SDMH - STORM DRAIN MANHOLE
SG - SAND AND GREASE TRAP
SS - SANITARY SEWER
SSMH - SEWER MANHOLE
STA - ROADWAY STATION FROM CENTERLINE
SW - SIDEWALK
TBC - TOP BACK OF CURB
TOC - TOP OF CONCRETE

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

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

Date: 05/04/2021

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

By: [Signature] DATE: 5/3/2021 ADA COUNTY HIGHWAY DISTRICT

DESIGN BY: RSP
DRAWN BY: NTM
CHECKED BY: KPM
DATE: 9.2.20
PROJECT: 19-187
SHEET NO. C1.1

ACHD NOTES

- 1. ALL CONSTRUCTION WITHIN THE ADA COUNTY HIGHWAY DISTRICT'S (ACHD) RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC) AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPMC WILL BE ALLOWED UNLESS SPECIFICALLY APPROVED IN WRITING BY THE DISTRICT.
2. ALL WATER VALVES, BLOW-OFFS, AND MANHOLES SHALL BE GRADED AND PLACED SO AS NOT TO CONFLICT WITH ANY CONCRETE CURB, GUTTERS, SIDEWALK OR OTHER STREET IMPROVEMENTS.
3. CONSTRUCT ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN THE DISTRICT'S RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE PAVEMENT SECTION SHOWN ON THE ROADWAY PLANS. USE WHICHEVER IS GREATER.
4. TRUNCATED DOMES SHALL BE CONSTRUCTED ON ALL PEDESTRIAN RAMPS WITHIN ACHD RIGHT-OF-WAY. DOMES SHALL BE CONSTRUCTED PER ISPMC SD-712. DOMES SHALL BE CAST INTO THE CONCRETE (STAMPED CONCRETE AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED 'TRAFFIC YELLOW.'
5. TRAFFIC PLANS AND SAWCUTS ASSOCIATED WITH THE CONSTRUCTION OF ANY UTILITY WILL BE COORDINATED AND APPROVED THROUGH INSPECTION SERVICES OF ACHD (387-6284) PRIOR TO INITIATING ANY CONSTRUCTION.
6. ACHD WILL INSPECT ALL IMPROVEMENTS WHICH FALL WITHIN THE ACHD RIGHT-OF-WAY OR EASEMENT INCLUDING BUT NOT LIMITED TO STORM DRAIN CONSTRUCTION, TRENCH BACKFILL PROCEDURES, ROAD WAY CONSTRUCTION AND CONCRETE WORK. ANY WORK TO BE DONE OUTSIDE OF THE 300' EXTENDED BOUNDARY OF THE PROJECT WILL REQUIRE A SEPARATE PERMIT THROUGH ACHD INSPECTION SERVICES DIVISION. THE CONTRACTOR WILL SCHEDULE AND INSPECTION, REQUESTED THROUGH ACHD CONSTRUCTION SERVICES, 208-387-6284, A MINIMUM OF 24 HRS. PRIOR TO CONSTRUCTION STARTING.
7. ALL UTILITY IMPROVEMENTS ARE TO BE CONSTRUCTED TO ACCOMMODATE THE COLLAR REQUIREMENT PER ISPMC SD-616 AND BE IN ACCORDANCE WITH SECTION 703 OF THE ISPMC.
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. ACHD INSPECTION STAFF WILL BE MORE CLOSELY MONITORING PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS. AS A REMINDER, SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%; THERE ARE NO 'TOLERANCES' ALLOWED.
10. ABANDONED BUILDINGS, TEST PITS OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPMC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPMC SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.
11. FOR SUBDIVISION SIGN INSTALLATION; OUTSIDE INSTALLERS MUST BE BONDED WITH ACHD AND OBTAIN A NO-CHARGE RIGHT-OF-WAY PERMIT.
12. PRIOR TO PLACEMENT OF ANY PAVEMENT MARKINGS CONTACT ACHD INSPECTION FOR VERIFICATION OF COMPLIANCE WITH POLICY AND EXISTING PAVEMENT MARKINGS.
13. IF A PAVEMENT CUT IS REQUIRED IN A PUBLIC ROADWAY INCLUDED IN THE FIVE YEAR MORATORIUM, A WRITTEN REQUEST MUST BE REDIRECTED TO THE ACHD UTILITY COORDINATOR AND APPROVED BY THE PAVEMENT CUT REVIEW COMMITTEE.
14. BRASS PLUGS SHALL BE PLACED AS RIGHT-OF-WAY MARKERS IN AREAS WHERE THE SIDEWALK IS OVERLAPPED BY THE RIGHT-OF-WAY. BRASS PLUGS MUST BE USED IN LIEU OF REBAR PINS. BRASS PLUGS MUST BE PLACED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.

DEMOLITION NOTES

- 1. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC)..
2. THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE, CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES OR DIGLINE (1-800-342-1585) FOR EXACT LOCATION A MINIMUM OF 48 HOURS PRIOR TO DIGGING.
3. UTILITIES ON THIS PLAN ARE BASED UPON DIGLINE MARKS, RECORD DRAWINGS, AND FACILITY MAPS. KM ENGINEERING MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, KM ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED AND HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PRESERVE AND PROTECT EXISTING FACILITIES NOT SCHEDULED FOR REMOVAL AND COORDINATE WITH THE PROJECT ENGINEER IF UNEXPECTED FACILITIES ARE ENCOUNTERED.
4. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING DEMOLITION WITH THE APPROPRIATE PHASE OF CONSTRUCTION.
5. ALL DEMOLISHED DEBRIS MUST BE COMPLETELY REMOVED FROM THE SITE. REMOVAL OF EXISTING CONSTRUCTION DEBRIS MUST CONTINUE TO EXPOSE NATIVE, UNDISTURBED GRANULAR SOILS. SUITABLE NATIVE SOILS INCLUDE GW, GP, GM, SW, SP, SM IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM (USCS). SEE GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION.
6. AFTER REMOVAL OF ALL DEBRIS, THE EXPOSED, EXCAVATED AREA SHALL BE INSPECTED BY THE GEOTECHNICAL CONSULTANT TO VERIFY SUITABILITY OF SUBGRADE FOR PLACEMENT OF STRUCTURAL FILL. THE EXPOSED SUBGRADE MUST BE IN A COMPACT, FIRM AND STABLE CONDITION PRIOR TO FILL PLACEMENT. THIS WILL BE CONFIRMED BY PROOF-ROLLING THE SUBGRADE IN A MANNER ACCEPTABLE TO THE TESTING AND INSPECTION CONSULTANT.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEMOLISHED MATERIALS AT AN APPROVED OFF-SITE LOCATION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THESE MATERIALS AFTER REMOVAL FROM THE SITE.
8. CONTRACTOR IS RESPONSIBLE FOR SECURING AND PAYING FOR ALL PERMITS REQUIRED BY ANY POLITICAL SUBDIVISION OR AGENCY.
9. CONTRACTOR SHALL BE REQUIRED TO PROVIDE A WATER TRUCK, AS NECESSARY, FOR DUST ABATEMENT DURING DEMOLITION AND REMOVAL OPERATIONS.
10. CONTRACTOR SHALL CONDUCT CONSTRUCTION OPERATIONS TO PREVENT ANY SOIL OR OBJECTIONABLE MATERIAL RUNOFF FROM LEAVING THE SITE OR ENTERING THE PUBLIC RIGHTS-OF-WAY.
11. CONTRACTOR SHALL CLEAR AND GRUB PER THE GEOTECHNICAL REPORT RECOMMENDATION WITHIN THE CLEARING LIMITS SHOWN ON THE CONSTRUCTION PLANS. ADDITIONAL DEPTHS MAY BE NECESSARY TO OBTAIN SUITABLE SUBGRADE MATERIALS AS DETERMINED BY THE GEOTECH CONSULTANT.
12. CONTRACTOR SHALL CLEAR AND GRUB ALL EXISTING UNSUITABLE TOPSOIL AND VEGETATION WHERE STRUCTURAL FILL IS TO BE PLACED. CONTRACTOR SHALL STOCKPILE MATERIAL IN DESIGNATED ON-SITE SPOIL PILE LOCATION FOR LANDSCAPING. MATERIAL IN EXCESS OF THE LANDSCAPING NEEDS SHALL BE DISPOSED OF IN AN APPROVED OFF-SITE LOCATION.
13. ITEMS SHOWN ON SHEET C1.3 REPRESENT THE EXISTING CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION.
14. ABANDONED BUILDINGS, TEST PITS OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAY SHALL BE REEXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPMC SPECIFICATIONS. PROVIDE SOILS DATA TO VERIFY NATIVE MATERIAL MEETS THE REQUIREMENTS FOR ENGINEERED FILL PER ISPMC SPECIFICATIONS AND A COPY OF THE COMPACTION TESTS.

UTILITY NOTES

- 1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BY CALLING DIGLINE AT PHONE # (800) 342-1585 BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND UTILITIES.
2. ALL WELL ABANDONMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE IDAHO DEPARTMENT OF WATER RESOURCES (IDWR) AND IDAHO CODE. THE CONTRACTOR SHALL RETAIN A LICENSED WELL DRILLER FOR ABANDONMENT.
3. EXISTING OVERHEAD POWERLINES SHALL BE RETAINED AND PROTECTED AS NEEDED TO MAINTAIN SERVICE TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL COORDINATE WITH IDAHO POWER COMPANY TO ABANDON OR RELOCATE ALL OTHER OVERHEAD POWER LINES AND POLES AS REQUIRED.
4. ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLAN. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF THE ACHD POLICY MANUAL.
1. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
2. IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
3. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
4. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
5. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.
5. THE HORIZONTAL SEPARATION OF POTABLE WATER MAINS AND NON-POTABLE WATER MAINS (SANITARY SEWER, STORM DRAIN, AND IRRIGATION) SHALL BE A MINIMUM OF TEN (10) FEET. WHERE NECESSARY FOR A POTABLE WATER MAIN AND A NON-POTABLE WATER MAIN TO CROSS TO CROSS WITH LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION, THE CROSSING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 542.07 OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08) AND SECTION 430.02 OF THE WASTEWATER RULES (IDAPA 58.01.16).
6. THE HORIZONTAL SEPARATION OF NON-POTABLE SERVICES AND POTABLE WATER SERVICES OR POTABLE WATER MAINS SHALL BE A MINIMUM OF SIX (6) FEET. WHERE IT IS NECESSARY FOR A POTABLE WATER MAIN AND NON-POTABLE WATER MAIN TO CROSS WITH LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION, THE CROSSING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 542.07 OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08) AND SECTION 430.02 OF THE WASTEWATER RULES (IDAPA 58.01.16).

GRADING NOTES

- 1. ALL EARTHWORK INCLUDING CLEARING, GRUBBING, EXCAVATION, EMBANKMENT, BACKFILL, DEWATERING, AND EROSION CONTROL SHALL MEET THE SPECIFICATIONS OF SECTION 200 OF THE ISPMC AS WELL AS THE SPECIFICATIONS AND RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT PREPARED FOR THE PROJECT SITE BY SITE CONSULTING.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A SHORT TERM ACTIVITY EXEMPTION PERMIT FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ). CONTACT CRAIG SHEPHERD AT THE SOUTHWEST REGIONAL DEQ OFFICE (373-0557). THE CONTRACTOR SHALL SUBMIT TO DEQ A DEWATERING PLAN WHICH OUTLINES THE LOCATION OF PROPOSED BUMPS AND THE SEQUENCING OF THE DEWATERING ACTIVITIES. ALL CONSTRUCTION WATER GENERATED FROM EXCAVATION SHALL BE FREE OF SEDIMENT AND DEBRIS BEFORE IT LEAVES THE SITE.
3. PRIOR TO PLACEMENT OF FILL MATERIAL THE CONTRACTOR SHALL CLEAR THE SITE OF ALL WASTE MATERIALS AND VEGETATION AND PREPARE THE SUBGRADE AS RECOMMENDED IN THE SOILS REPORT. ALL WASTE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. THE SITE SHALL BE PROOF-ROLLED PRIOR TO PLACEMENT OF FILL MATERIAL TO ENSURE STABILITY OF SUBGRADE. A REPRESENTATIVE OF STRATA SHALL REMAIN ON SITE TO ENSURE PROPER PLACEMENT AND COMPACTION OF STRUCTURAL FILL.
4. TESTING SHALL BE PERFORMED PER THE RECOMMENDATIONS OF THE SITE CONSULTING GEOTECHNICAL REPORT. FILL MATERIAL WITHIN THE LOT AREAS SHALL BE COMPACTED TO 95% MODIFIED PROCTOR PER THE REQUIREMENTS OF ASTM D 1557. TESTING FREQUENCY SHALL ALLOW FOR A MINIMUM OF ONE COMPACTION TEST PER LIFT PER LOT. THE DEPTH OF EACH LIFT SHALL NOT EXCEED 8" PER THE GEOTECHNICAL REPORT.
5. THE SUBGRADE WITHIN THE ROAD RIGHT-OF-WAYS SHALL BE STRIPPED, COMPACTED, INSPECTED AND PROOF ROLLED WITH A HEAVY RUBBER-TIRED FULL LOADED TANDEM AXLE OR EQUIVALENT PRIOR TO PLACEMENT OF FILL. FILL WITHIN THE ROADWAY AREAS SHALL BE PLACED IN 8" MAXIMUM LIFTS AND COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY OF THE SOIL AS INDICATED BY ASTM D698 IN FLEXIBLE PAVEMENT AREAS.
6. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO DETERMINE WHICH TREES WITHIN THE ROUGH GRADING LIMITS ARE TO REMAIN AND WHICH ARE TO BE REMOVED.
7. TOPSOIL AND OTHER STRIPPINGS STOCKPILE AREAS TO BE COORDINATED BETWEEN CONTRACTOR AND OWNER BEFORE THE START OF CONSTRUCTION.
8. NO GRADING WORK SHALL OCCUR UNTIL THE OWNER HAS FILED A NOTICE OF INTENT FOR CONSTRUCTION ACTIVITY WITH THE EPA.

LEGEND

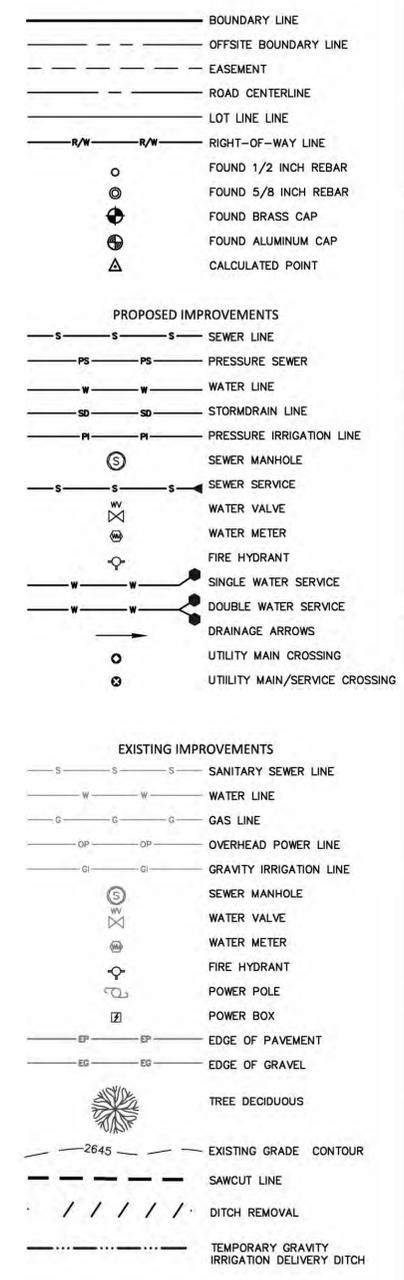


Table with 5 columns: NO., ITEM, DATE, REV PER AGENCY COMMENTS, REV FOR TEMP. TURNAROUND SIGNAGE. Contains revision history entries.

SPRINGHILL SUBDIVISION NO. 3 KUNA, IDAHO

NOTES AND LEGEND

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY [Signature] DATE: 5/3/2021 ADA COUNTY HIGHWAY DISTRICT



Table with 2 columns: FIELD, VALUE. Includes DESIGN BY: RSP, DRAWN BY: NTM, CHECKED BY: KPM, DATE: 9.2.20, PROJECT: 19-187.

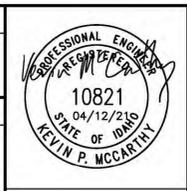
SHEET NO. C1.2

P:\13-187\CAD\CONSTRUCTION PLANS\13-187 EXISTING AND DEMO.DWG, SCOTT PILLAMANI, 4/12/2021, AUTOCAD PDF GENERATOR DOCUMENTATION.PC3, 2/20/24, L (PDF)



- SHEET NOTES**
- SEE SHEET C1.1 AND C1.2 FOR LEGEND, GENERAL AND DEMOLITION NOTES.
- KEYNOTES #**
- RETAIN AND PROTECT EXISTING WATER MAIN.
 - RETAIN AND PROTECT EXISTING PRESSURE IRRIGATION MAIN. CONTRACTOR TO VERIFY LOCATION AND SIZING OF EXISTING PRESSURE IRRIGATION MAIN PRIOR TO CONSTRUCTION. SEE SHEET C7.2 FOR MORE INFORMATION.
 - RETAIN AND PROTECT EXISTING SEWER MAIN.
 - SAWCUT 2' MINIMUM INTO EXISTING PAVEMENT AND PAVEMENT PATCH PER ISPCW SD-303 AND ACHD REQUIREMENTS.
 - REMOVE EXISTING TEMPORARY TURNAROUND.
 - CONSTRUCT TEMPORARY DRAINAGE DITCH. CONTRACTOR TO COORDINATE WITH ENGINEER AND DEVELOPER PRIOR TO CONSTRUCTION. SEE SHEET C3.0 FOR MORE INFORMATION.
 - REMOVE EXISTING GRAVITY IRRIGATION DITCHES AND ACCESS ROADS. CONTRACTOR SHALL OVER EXCAVATE SOILS WHERE SOFT SUBGRADE MATERIALS ARE FOUND.
 - RETAIN AND PROTECT EXISTING GRAVITY IRRIGATION DITCH.
 - RETAIN AND PROTECT EXISTING SEWER SERVICES.
 - REMOVE EXISTING GRAVITY IRRIGATION DELIVERY FROM LIMITS SHOWN. CONTRACTOR TO COORDINATE REMOVAL WITH OWNER AND LOCAL IRRIGATION DISTRICT.
 - RETAIN AND PROTECT EXISTING IRRIGATION DELIVERY STRUCTURE FOR DELIVERY TO GATED PIPE SYSTEM TO THE SOUTH.
 - RETAIN AND PROTECT EXISTING ACCESS ROAD.
 - REMOVE EXISTING IRRIGATION DELIVERY CULVERT UNDER ACCESS ROAD.

- LEGEND**
- SAWCUT LINE
 - DITCH REMOVAL
 - TEMPORARY DRAINAGE DITCH



REVISIONS

NO.	DATE	ITEM
1	12.10.20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

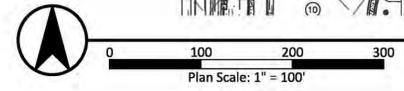
**SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO**

EXISTING CONDITIONS AND DEMOLITION PLAN



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DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187

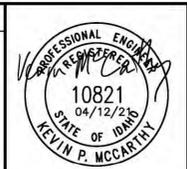
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C1.3





SHEET NOTES

- CONTRACTOR TO VERIFY STREET LIGHT LOCATIONS WITH CITY OF KUNA AND ACHD PRIOR TO INSTALLATION AND NOTIFY ENGINEER IF SAFETY HAZARDS OR UTILITY CONFLICTS EXIST.
- STREET LIGHTS SHALL BE OWNED/MAINTAINED BY THE CITY OF KUNA.
- SERVICE - ALL STREET LIGHTS SHALL HAVE UNDERGROUND ELECTRICAL SERVICES PROVIDED. SERVICE VOLTAGE SHALL BE 120 OR 240 VOLTS ONLY. CONTRACTOR SHALL DETERMINE CONDUIT SLEEVE LOCATIONS, SIZES, AND AMOUNT REQUIRED AT ALL UTILITY AND PAVEMENT CROSSINGS.
- METERING - CONTRACTOR SHALL COORDINATE METER LOCATIONS WITH IDAHO POWER AND CITY OF KUNA.
WHERE A METERED SYSTEM IS REQUIRED, NEW DEVELOPMENTS SHALL INSTALL CONDUIT WITH ONE NO. 10 STRANDED PULLWIRE FROM THE LAST LIGHT ON EACH END OF THE SYSTEM TO THE ADJACENT PROPERTY LINE ON A STUBBED STREET, WHERE THE ADJACENT PROPERTY HAS NO EXISTING STREET LIGHT SYSTEM. THIS WILL ALLOW FOR THE CONTINUATION OF THE STREET LIGHTS WHEN THE ADJACENT PROPERTY IS DEVELOPED.
- MASTER UTILITY PLAN SHOWN FOR SPRINGHILL SUBDIVISION EXISTING PHASES 1 & 2 TO BE VERIFIED BY CONTRACTOR, MASTER UTILITY PLAN FOR PROPOSED PHASE 3, AND FUTURE PHASES 4 & 5 SHOWN FOR REFERENCE ONLY.



REVISIONS

NO.	ITEM	DATE
1	REV PER AGENCY COMMENTS	12/10/20
2	REV PER AGENCY COMMENTS	2/11/21
3	REV PER KUNA COMMENTS	03/17/21
4	REV FOR TEMP. TURNAROUND	3/25/21
5	REV FOR TEMP. TURNAROUND SIGNAGE	4/12/21

LEGEND

- INSTALL LED STREET LIGHT POLE IN ACCORDANCE WITH THE CITY OF KUNA, DEPARTMENT OF PUBLIC WORKS IMPROVEMENT STANDARDS FOR STREET LIGHTING, "DARK SKIES" STANDARDS, AND THE CITY OF KUNA STANDARD METAL STREET LIGHT DETAIL, STANDARD DRAWING K-1116. INSTALL STREET LIGHT POLE AND HEAD PER CITY OF KUNA STANDARD METAL STREET LIGHT DETAIL, STANDARD DRAWINGS K-1116. ALL INTERIOR SUBDIVISION STREET LIGHTS TO BE AUTOBAHN SERIES ATBO CLASS "A" WITH LED CLASS 57W BULB. KUNA STANDARD DRAWING K-1116 PROVIDED SHEET C6.2.
- EXISTING STREET LIGHT

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
STREET LIGHT AND MASTER UTILITY PLAN
STREET LIGHT AND MASTER UTILITY PLAN

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

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

Date: 05/04/2021

STREET LIGHT AND MASTER UTILITY PLAN

0 100 200 300
 Plan Scale: 1" = 100'

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

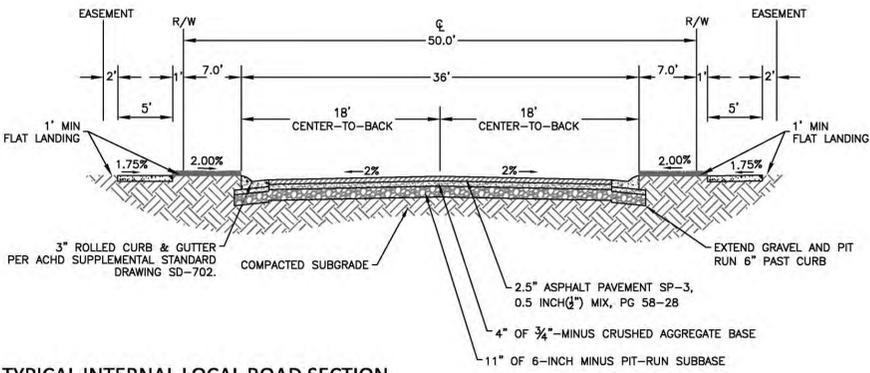
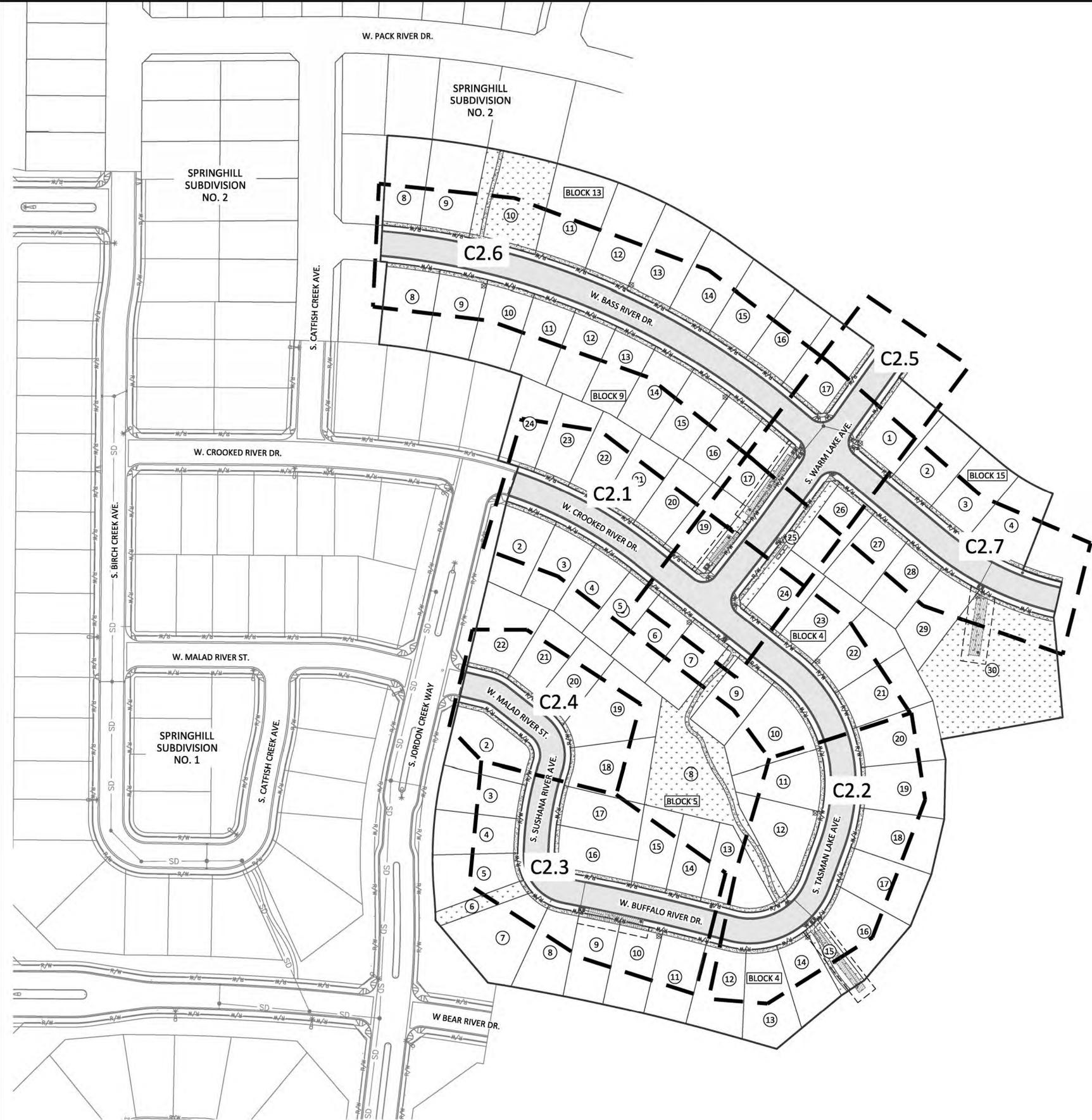
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CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187

SHEET NO.
C1.4

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SHEET NOTES

- SEE SHEET C1.1 FOR GENERAL, GRADING, AND ACHD NOTES.
- SEE SHEET C2.1-C2.7 FOR ROADWAY PLAN AND PROFILES.
- SEE SHEET C2.0 FOR ROADWAY SECTION.
- SEE SHEET C2.8 FOR ROADWAY DETAILS.
- SEE SHEET C1.4 FOR STREET LIGHTING PLAN.



REVISIONS	
NO.	DATE
1	12.10.20
2	2/11/21
3	03/17/21
4	3/25/21
5	4/12/21

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
OVERALL ROADWAY PLAN

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

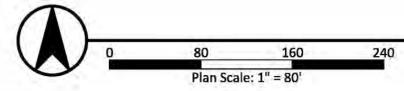
BY *Kaci C. Foster* DATE: 5/3/2021
ADA COUNTY HIGHWAY DISTRICT

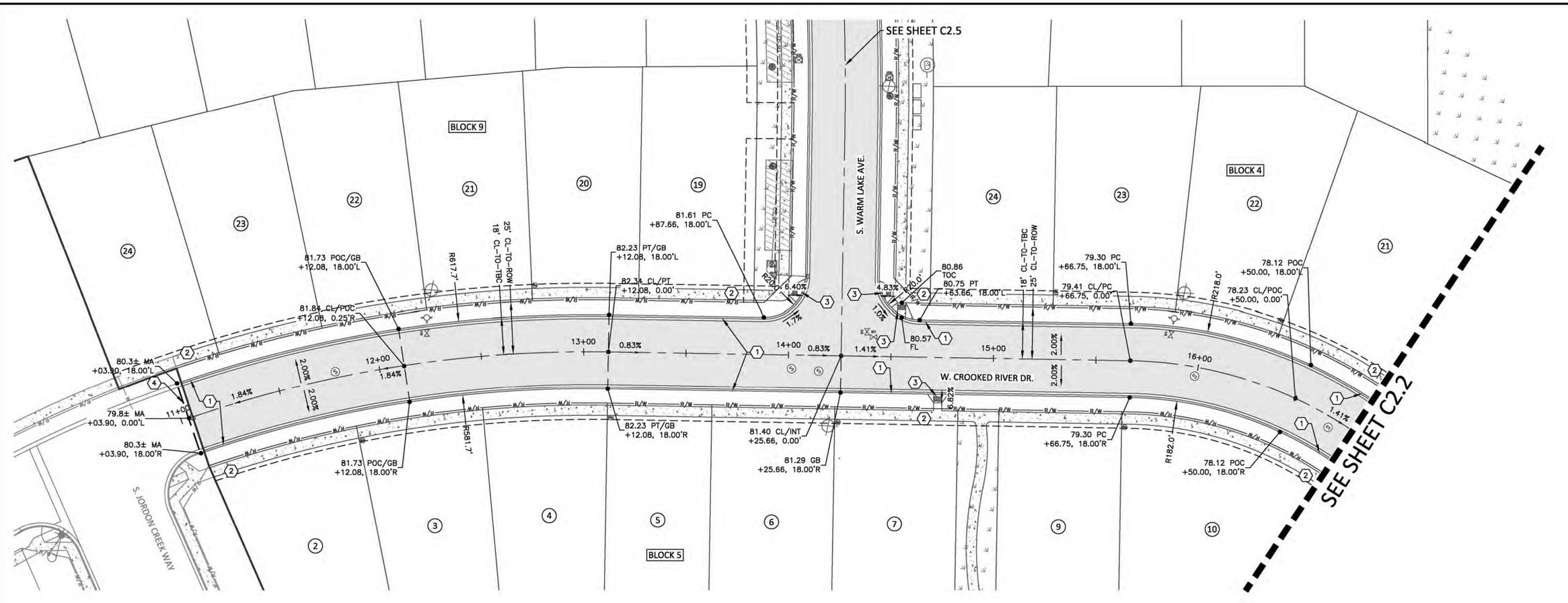


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PROJECT:	19-187

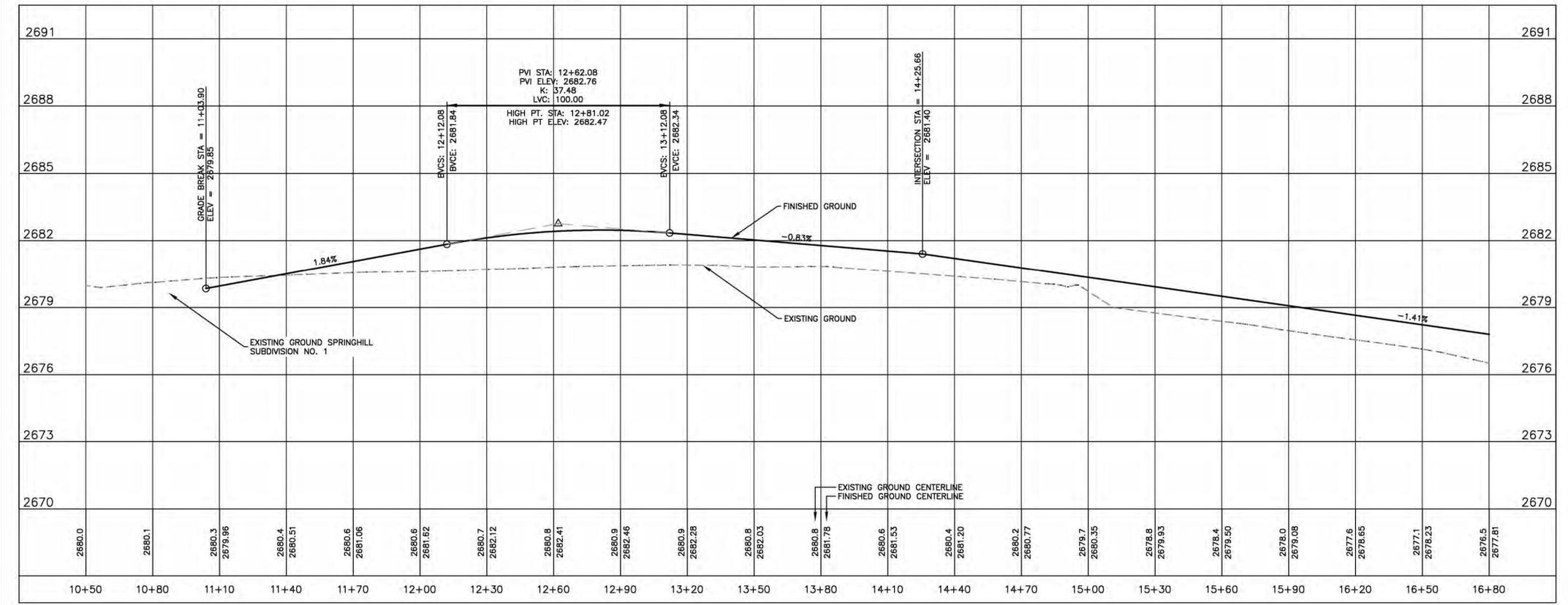
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P:\19-187\CAD\CADCONSTRUCTION PLANS\19-187 ROADWAY.DWG, SCOTT PHILLAMAN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION).PC3, 220x141 (PLOT)





W. CROOKED RIVER DR. PLAN AND PROFILE



SHEET LEGEND

- ELE. & DESCRIPTION STA., OFFSET SIDE: FINISHED GRADE ELEVATION
- 1.50%: FINISHED GRADE SLOPE
- : GRADE BREAK

CIVIL ACRONYMS

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

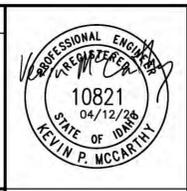
- STA. - ROADWAY STATION FROM CENTERLINE
- CL - ROADWAY CENTERLINE
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- EL - ELEVATION
- L - STATION OFFSET LEFT
- R - STATION OFFSET RIGHT
- TBC - TOP BACK OF CURB
- RIM - RIM OF STRUCTURE
- LIP - LIP OF GUTTER
- MA - MATCH EXISTING
- SW - SIDEWALK
- EP - EDGE OF PAVEMENT
- FL - FLOW LINE
- TOC - TOP OF CONCRETE
- HP - HIGH POINT
- LP - LOW POINT
- PRC - POINT OF REVERSE CURVATURE
- POC - POINT ON CURVE
- INT - INTERSECTION

SHEET NOTES

- SEE SHEET C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
- SEE SHEETS C2.0 FOR TYPICAL ROAD SECTION.
- SEE SHEET C2.8 FOR ROADWAY DETAILS.
- SEE SHEETS C3.1-C3.3 FOR LOT GRADING.
- SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
- ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
- SEE SHEETS C4.1-4.2 FOR ADDITIONAL STORM WATER INFORMATION.

KEYNOTES (#)

- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED ON SHEET C2.8.
- INSTALL 5' WIDE DETACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED ON SHEET C2.8.
- INSTALL PEDESTRIAN RAMP TYPE "H2" PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-712H, WITH TRUNCATED DOMES PER ACHD SUPPLEMENTAL DRAWINGS SD-712, PROVIDED SHEET C2.8. DOMES SHALL BE RIGID INSERTS WET-SET INTO THE CONCRETE (CONCRETE STAMP AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".
- SAWCUT (2" MINIMUM INTO EXISTING PAVEMENT) AND PAVEMENT PATCH PER ISPCW SD-301, SD-303, SD-806, AND ACHD REQUIREMENTS.



REVISIONS

NO.	DATE	DESCRIPTION
1	12/10/20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
ROADWAY IMPROVEMENT PLANS
W. CROOKED RIVER DR. PLAN AND PROFILE



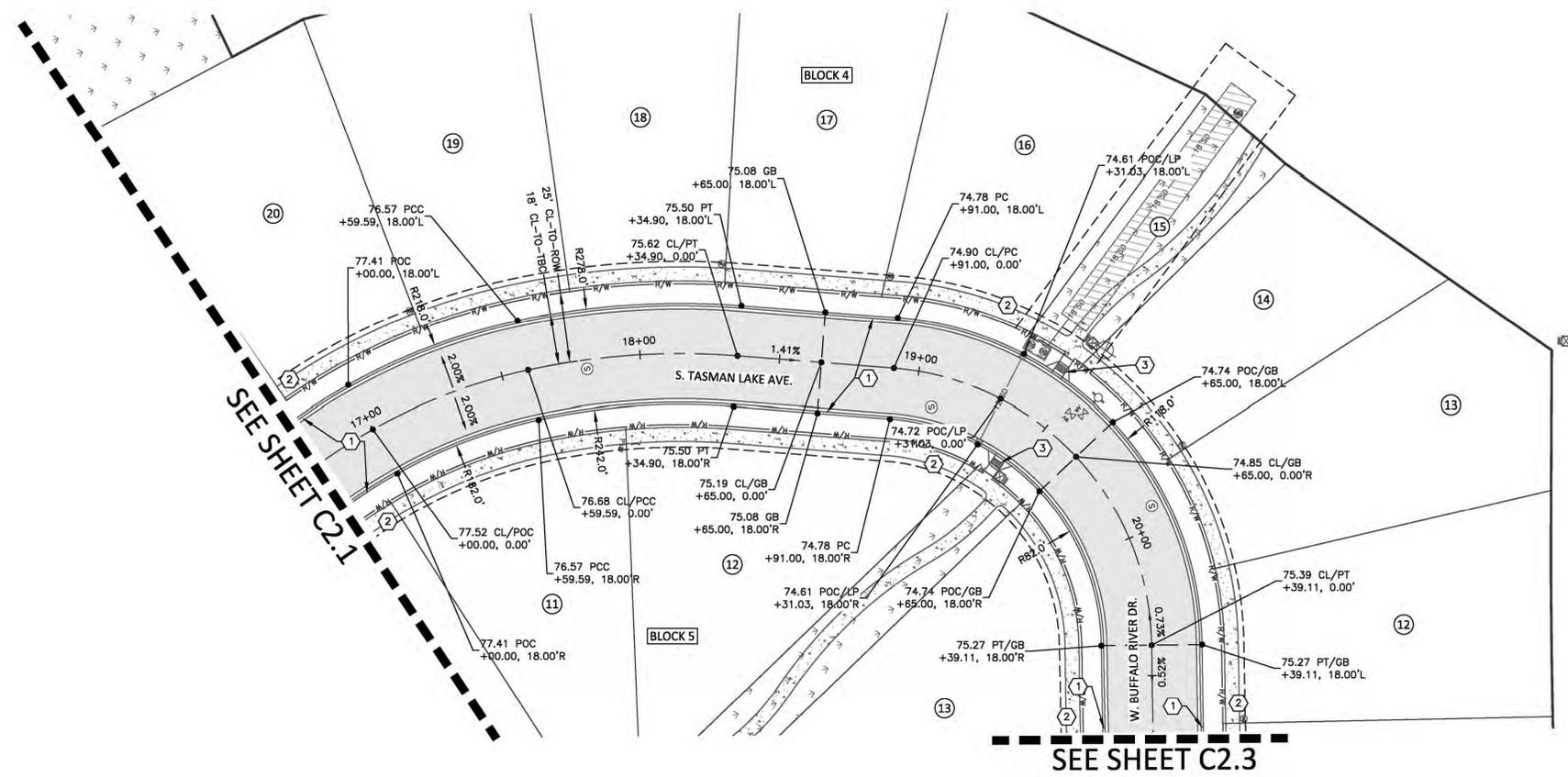
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BY: *Kaci C. Taylor* DATE: 5/3/2021
ADA COUNTY HIGHWAY DISTRICT

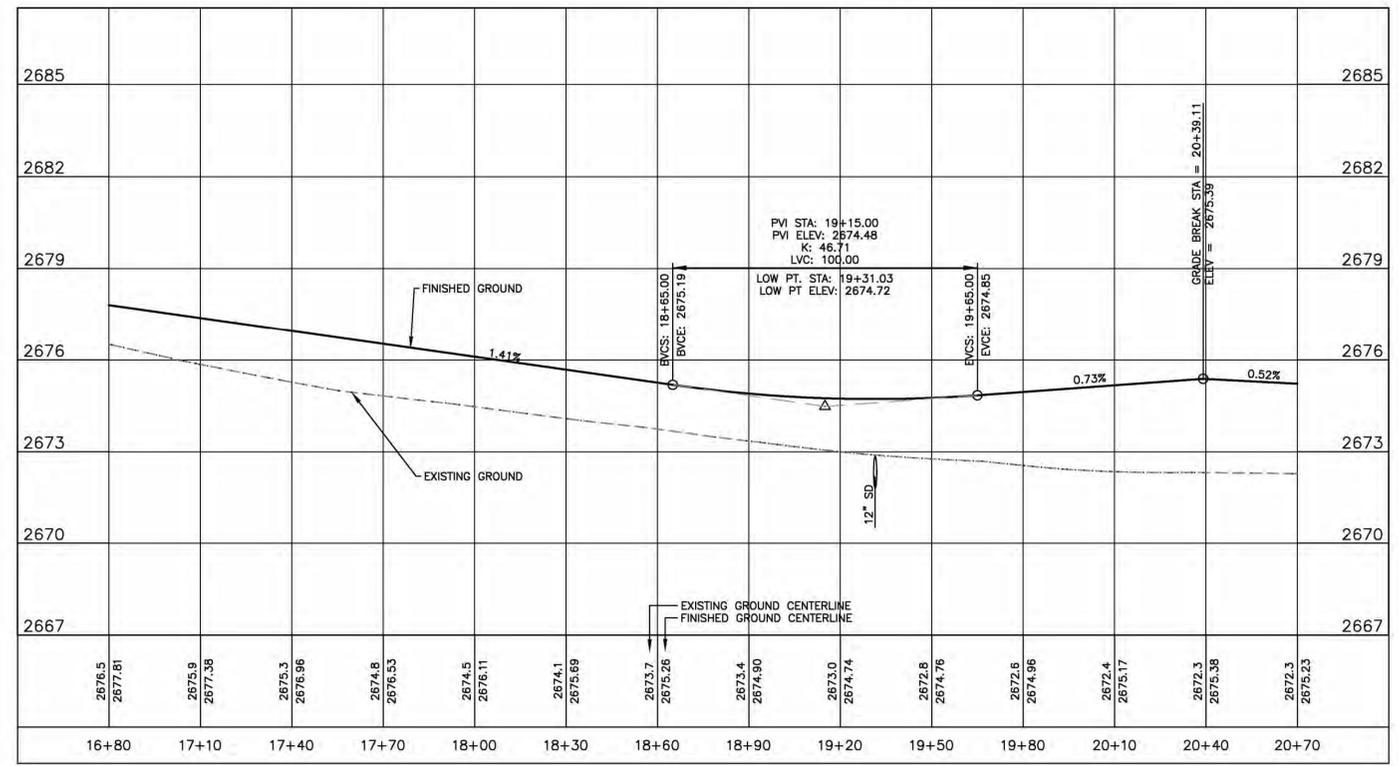
SHEET NO. C2.1

P:\13-187\CAD\CONSTRUCTION PLANS\13-187-ROADWAY.DWG, SCOTT PHILLAMAN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION).PC3, 22x34, [PDF]



S. TASMAN LAKE AVE./W. BUFFALO RIVER DR. PLAN AND PROFILE

Plan/Profile Scale: 1" = 30'
 Profile Vertical Scale: 1" = 3'



SHEET LEGEND

	ELE. & DESCRIPTION STA., OFFSET SIDE	FINISHED GRADE ELEVATION
	1.50%	FINISHED GRADE SLOPE
	---	GRADE BREAK

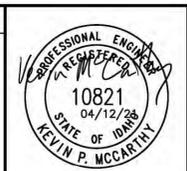
CIVIL ACRONYMS

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

STA.	ROADWAY STATION FROM CENTERLINE
CL	ROADWAY CENTERLINE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
ELE.	ELEVATION
L	STATION OFFSET LEFT
R	STATION OFFSET RIGHT
TBC	TOP BACK OF CURB
RIM	RIM OF STRUCTURE
LIP	LIP OF GUTTER
MA	MATCH EXISTING
SW	SIDEWALK
EP	EDGE OF PAVEMENT
FL	FLOW LINE
TOC	TOP OF CONCRETE
HP	HIGH POINT
LP	LOW POINT
PRC	POINT OF REVERSE CURVATURE
POC	POINT ON CURVE
INT	INTERSECTION

- SHEET NOTES**
- SEE SHEET C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
 - SEE SHEETS C2.0 FOR TYPICAL ROAD SECTION.
 - SEE SHEET C2.8 FOR ROADWAY DETAILS.
 - SEE SHEETS C3.1-C3.3 FOR LOT GRADING.
 - SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
 - ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
 - SEE SHEETS C4.1-4.2 FOR ADDITIONAL STORM WATER INFORMATION.

- KEYNOTES (#)**
- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED ON SHEET C2.8.
 - INSTALL 5' WIDE ATTACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED ON SHEET C2.8.
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REVISIONS

NO.	DATE	ITEM
1	12.10.20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	05/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

SPRINGHILL SUBDIVISION NO. 3
 KUNA, IDAHO
 ROADWAY IMPROVEMENT PLANS
 S. TASMAN LAKE AVE./W. BUFFALO RIVER DR. PLAN AND PROFILE

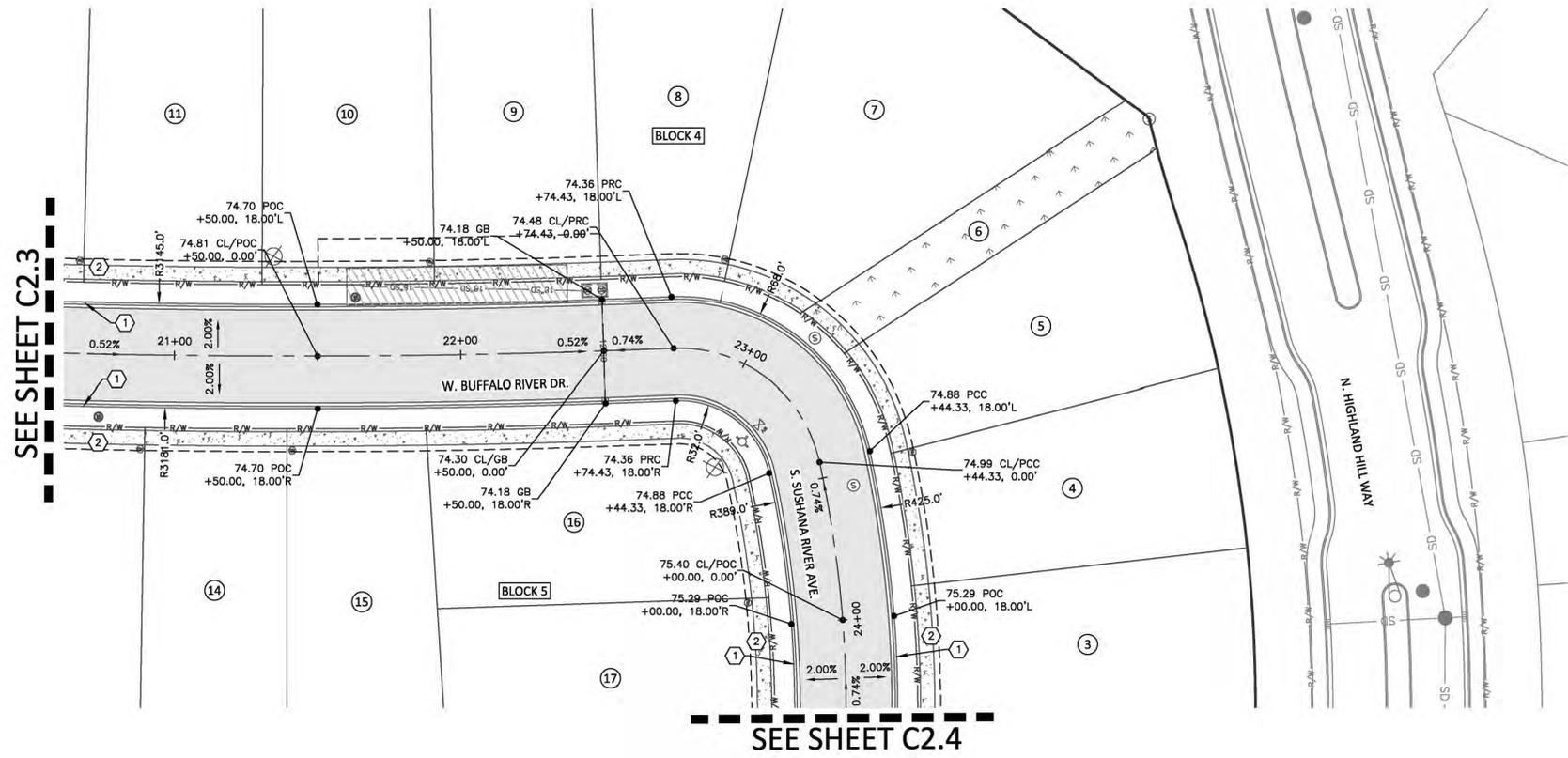
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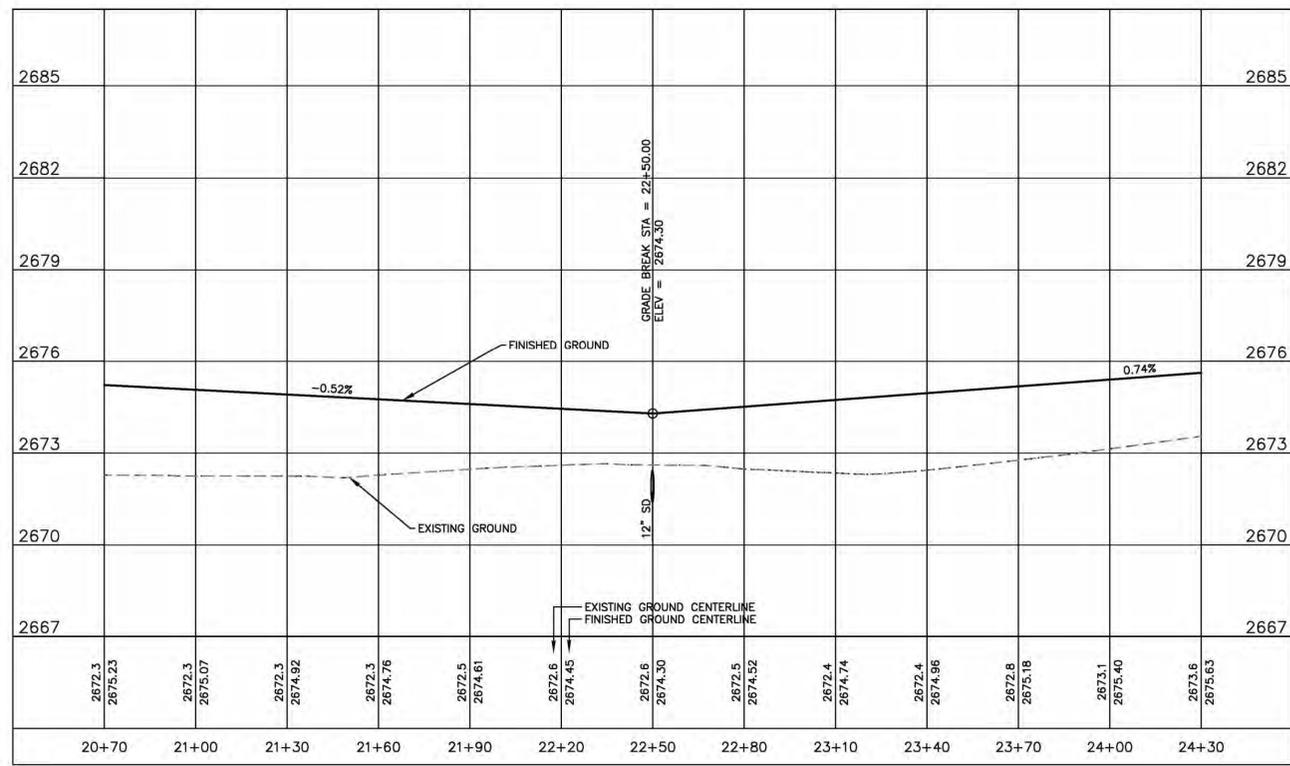
BY: *Kevin P. McCarty* DATE: 5/3/2021
 ADA COUNTY HIGHWAY DISTRICT

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

DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187
SHEET NO.	C2.2



W. BUFFALO RIVER DR./S. SUSHANA RIVER AVE. PLAN AND PROFILE
 Plan/Profile Scale: 1" = 30'
 Profile Vertical Scale: 1" = 3'



SHEET LEGEND

- ELE. & DESCRIPTION STA., OFFSET SIDE FINISHED GRADE ELEVATION
- 1.50% FINISHED GRADE SLOPE
- GRADE BREAK

CIVIL ACRONYMS

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

- STA. - ROADWAY STATION FROM CENTERLINE
- CL - ROADWAY CENTERLINE
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- ELE. - ELEVATION
- L - STATION OFFSET LEFT
- R - STATION OFFSET RIGHT
- TBC - TOP BACK OF CURB
- RIM - RIM OF STRUCTURE
- LIP - LIP OF GUTTER
- MA - MATCH EXISTING
- SW - SIDEWALK
- EP - EDGE OF PAVEMENT
- FL - FLOW LINE
- TOC - TOP OF CONCRETE
- HP - HIGH POINT
- LP - LOW POINT
- PRC - POINT OF REVERSE CURVATURE
- PCC - POINT ON CURVE
- INT - INTERSECTION

SHEET NOTES

- SEE SHEET C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
- SEE SHEETS C2.0 FOR TYPICAL ROAD SECTION.
- SEE SHEET C2.8 FOR ROADWAY DETAILS.
- SEE SHEETS C3.1-C3.3 FOR LOT GRADING.
- SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.
- ALL STATION AND OFFSET LABELING RELATED TO EACH SPOT ELEVATIONS ARE REFERENCED TO THE ROAD ALIGNMENT.
- SEE SHEETS C4.1-4.2 FOR ADDITIONAL STORM WATER INFORMATION.

KEYNOTES (#)

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- INSTALL 5' WIDE ATTACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED ON SHEET C2.8.



REVISIONS

NO.	ITEM	DATE
1	REV PER AGENCY COMMENTS	12/10/20
2	REV PER AGENCY COMMENTS	2/11/21
3	REV PER KUNA COMMENTS	05/17/21
4	REV FOR TEMP. TURNAROUND	3/25/21
5	REV FOR TEMP. TURNAROUND SIGNAGE	4/12/21

SPRINGHILL SUBDIVISION NO. 3
 KUNA, IDAHO
 ROADWAY IMPROVEMENT PLANS
 W. BUFFALO RIVER DR./S. SUSHANA RIVER AVE. PLAN AND PROFILE

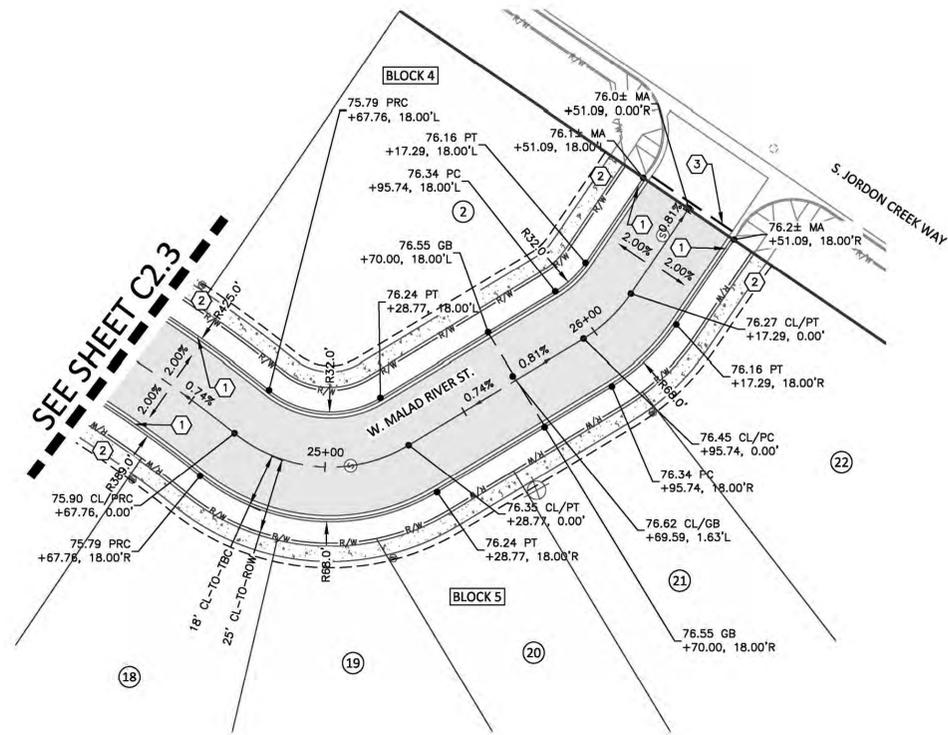
km ENGINEERING
 9233 WEST STATE STREET
 BOISE, IDAHO 83714
 PHONE (208) 639-6939
 kmengllp.com

DESIGN BY: RSP
 DRAWN BY: NTM
 CHECKED BY: KPM
 DATE: 9.2.20
 PROJECT: 19-187
 SHEET NO. C2.3

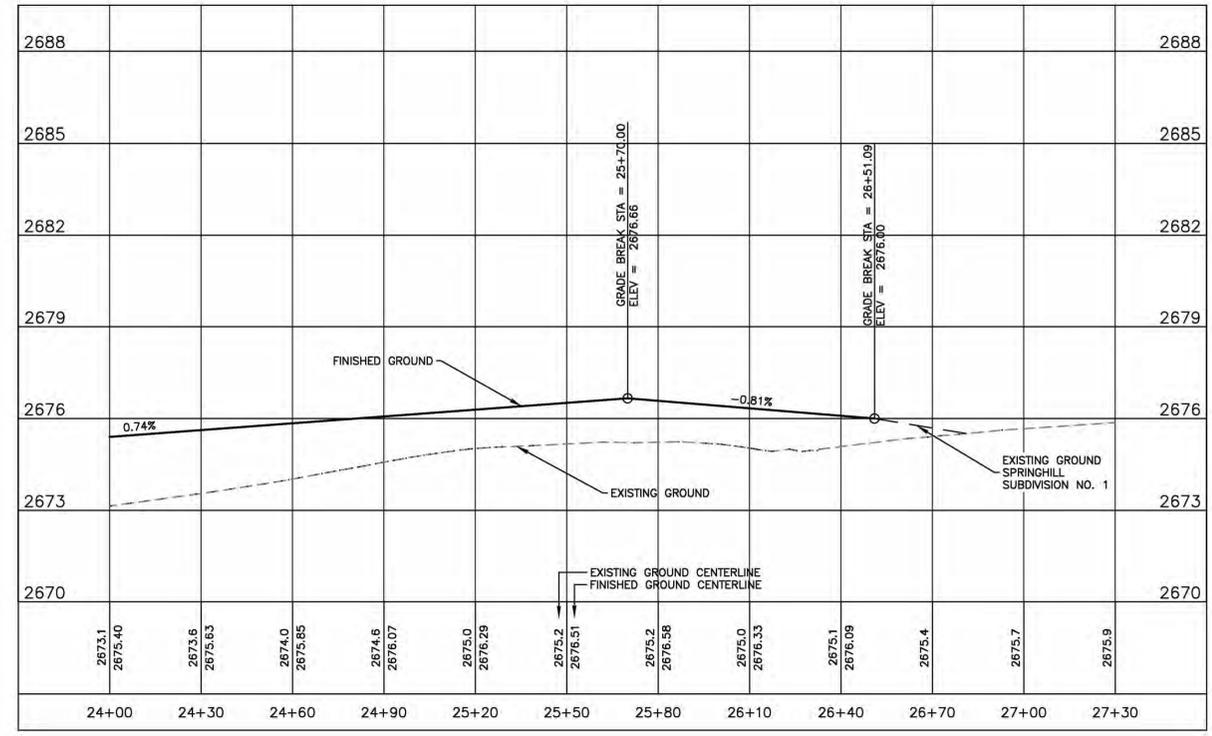
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BY: *Kelli C. Fowler* DATE: 5/3/2021
 ADA COUNTY HIGHWAY DISTRICT



W. MALAD RIVER ST. PLAN AND PROFILE



SHEET LEGEND

- ELE. & DESCRIPTION STA., OFFSET SIDE: FINISHED GRADE ELEVATION
- 1.50%: FINISHED GRADE SLOPE
- : GRADE BREAK

CIVIL ACRONYMS

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

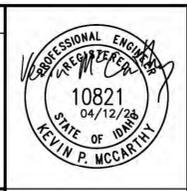
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- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
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- INT - INTERSECTION

SHEET NOTES

- SEE SHEET C1.2 FOR GENERAL, GRADING, AND ACHD NOTES.
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REVISIONS

NO.	DATE	ITEM
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4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

**SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO**

**ROADWAY IMPROVEMENT PLANS
W. MALAD RIVER ST. PLAN AND PROFILE**



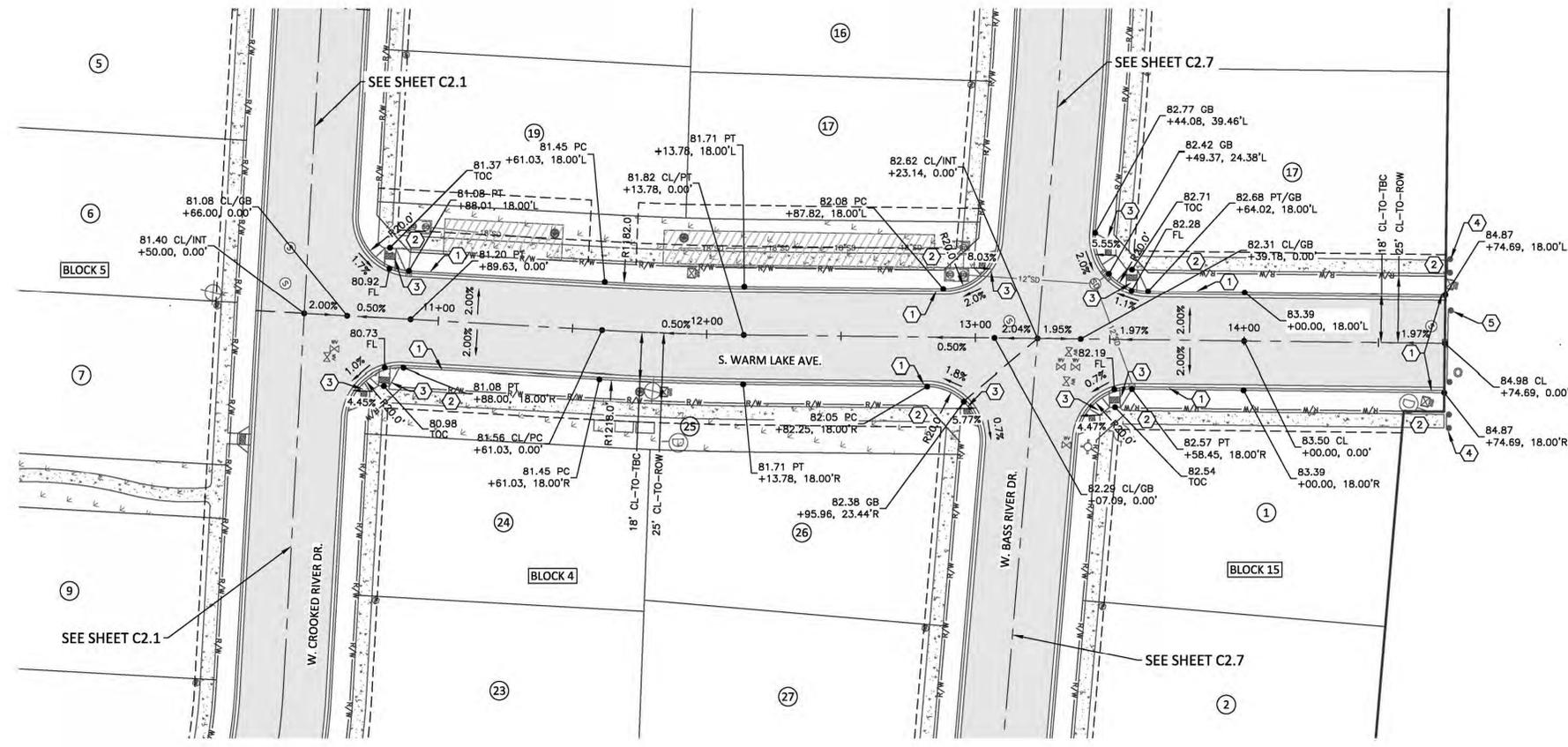
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BY *Kelli C. Taylor* DATE: 5/3/2021
ADA COUNTY HIGHWAY DISTRICT

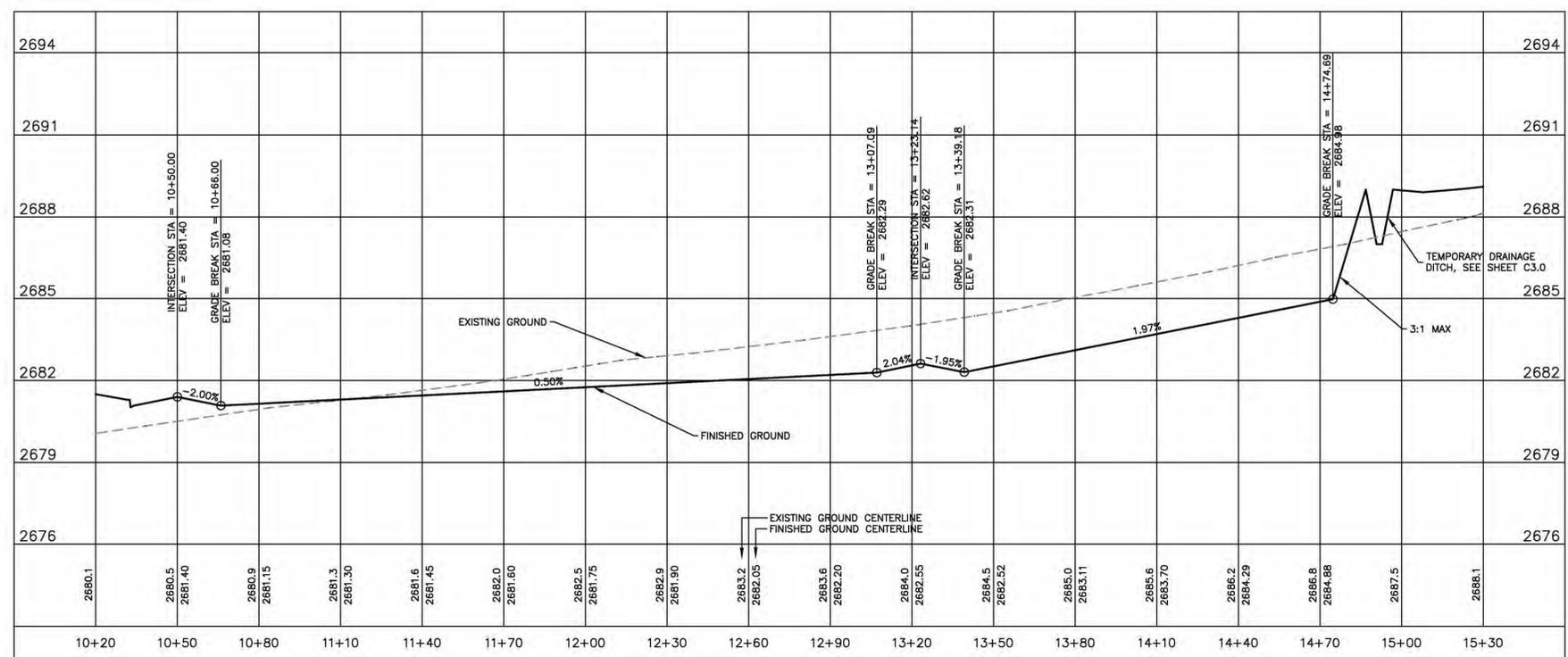
DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187

SHEET NO.
C2.4



S. WARM LAKE AVE. PLAN AND PROFILE

Plan/Profile Scale: 1" = 30'
 Profile Vertical Scale: 1" = 3'



SHEET LEGEND

- ELE. & DESCRIPTION STA., OFFSET SIDE FINISHED GRADE ELEVATION
- 1.50% FINISHED GRADE SLOPE
- GRADE BREAK

CIVIL ACRONYMS

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

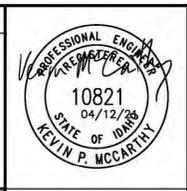
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- PT - POINT OF TANGENCY
- ELE. - ELEVATION
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- RIM - RIM OF STRUCTURE
- LIP - LIP OF GUTTER
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- HP - HIGH POINT
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- PRC - POINT OF REVERSE CURVATURE
- POC - POINT ON CURVE
- INT - INTERSECTION

SHEET NOTES

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- SEE SHEET C2.8 FOR ROADWAY DETAILS.
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- INSTALL TERMINUS BARRICADE TYPE II WITH KICK PLATE PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132A. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED.
- INSTALL TERMINUS BARRICADE TYPE III PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132B. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED. INCLUDE SIGN STATING, "THIS ROAD TO BE EXTENDED IN THE FUTURE."



REVISIONS

NO.	DATE	ITEM
1	12/10/20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND SIGNAGE
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

SPRINGHILL SUBDIVISION NO. 3
 KUNA, IDAHO
 ROADWAY IMPROVEMENT PLANS
 S. WARM LAKE AVE. PLAN AND PROFILE

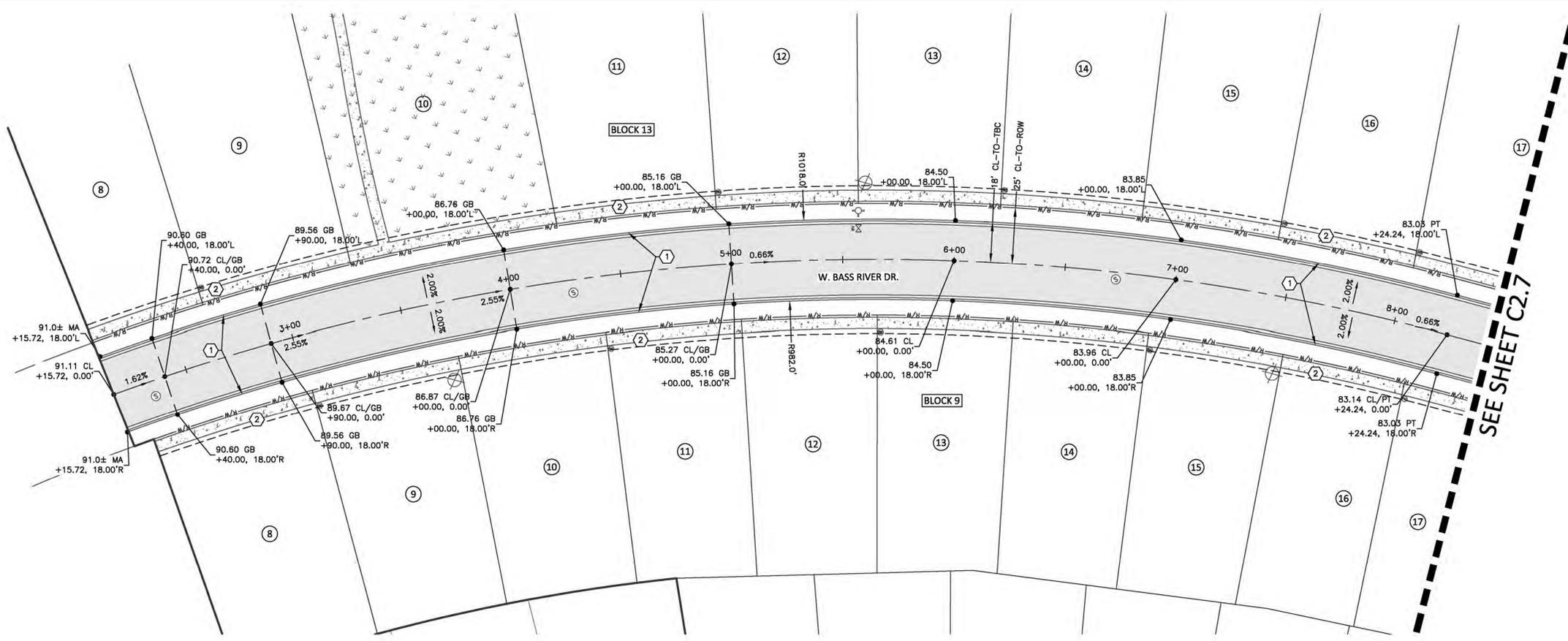


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BY *Kevin P. McCarthy* DATE: 5/3/2021
 ADA COUNTY HIGHWAY DISTRICT

DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187
SHEET NO.	C2.5



SHEET LEGEND

- ELE. & DESCRIPTION STA., OFFSET SIDE
- FINISHED GRADE ELEVATION
- 1.50%
- FINISHED GRADE SLOPE
- GRADE BREAK

CIVIL ACRONYMS

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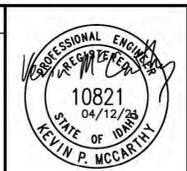
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SHEET NOTES

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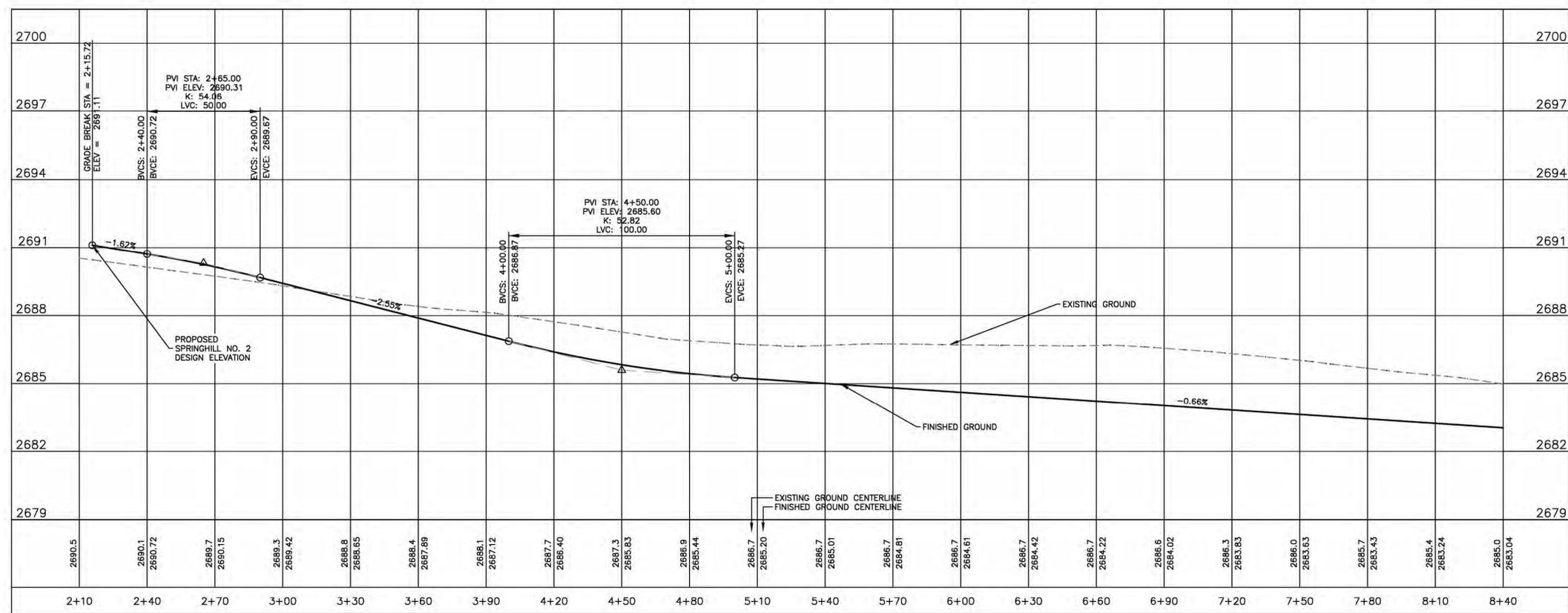
REVISIONS

NO.	DATE	ITEM	REV PER AGENCY COMMENTS	REV PER AGENCY COMMENTS	REV PER AGENCY COMMENTS	REV FOR TEMP. TURNAROUND SIGNAGE
1	12/10/20					
2	2/11/21					
3	03/17/21					
4	3/25/21					
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W. BASS RIVER DR. PLAN AND PROFILE

Plan/Profile Scale: 1" = 30'

Profile Vertical Scale: 1" = 3'



SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO

ROADWAY IMPROVEMENT PLANS
W. BASS RIVER DR. PLAN AND PROFILE



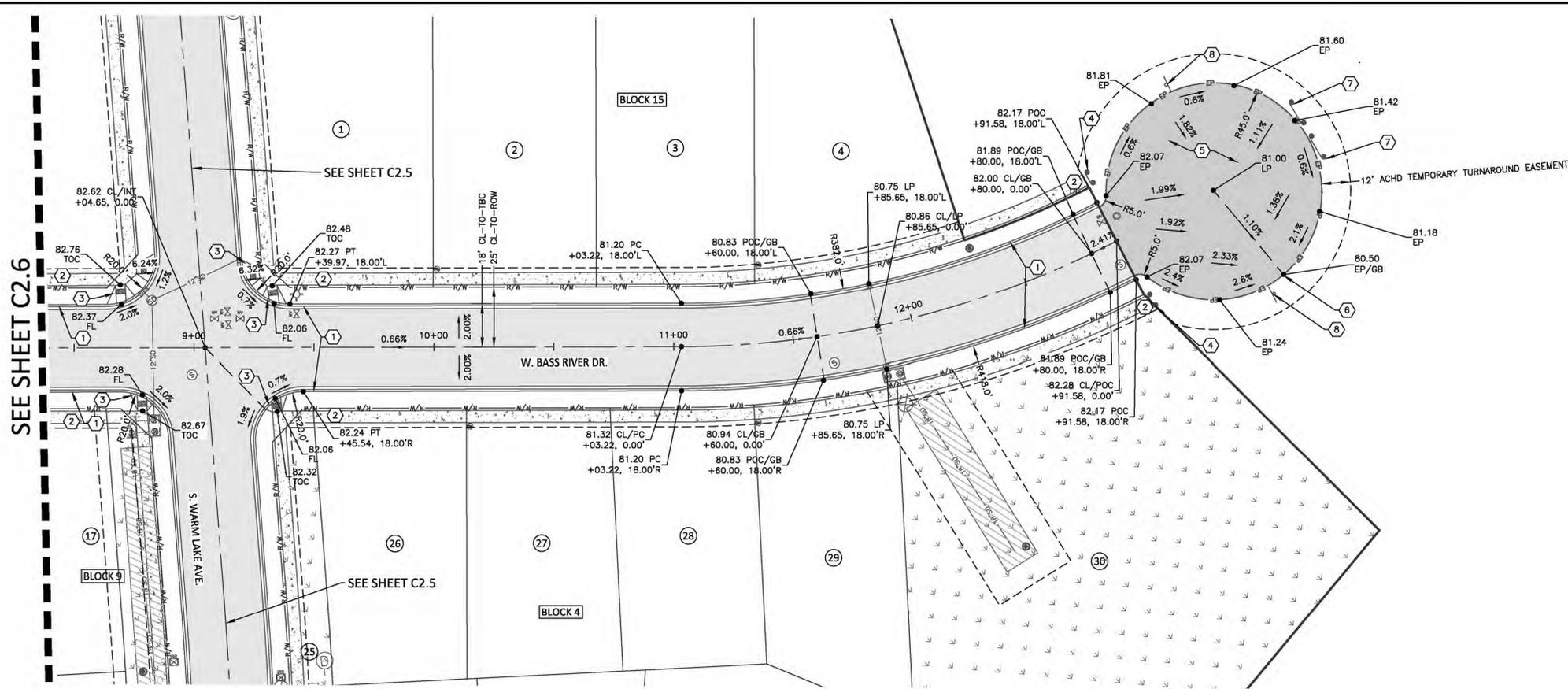
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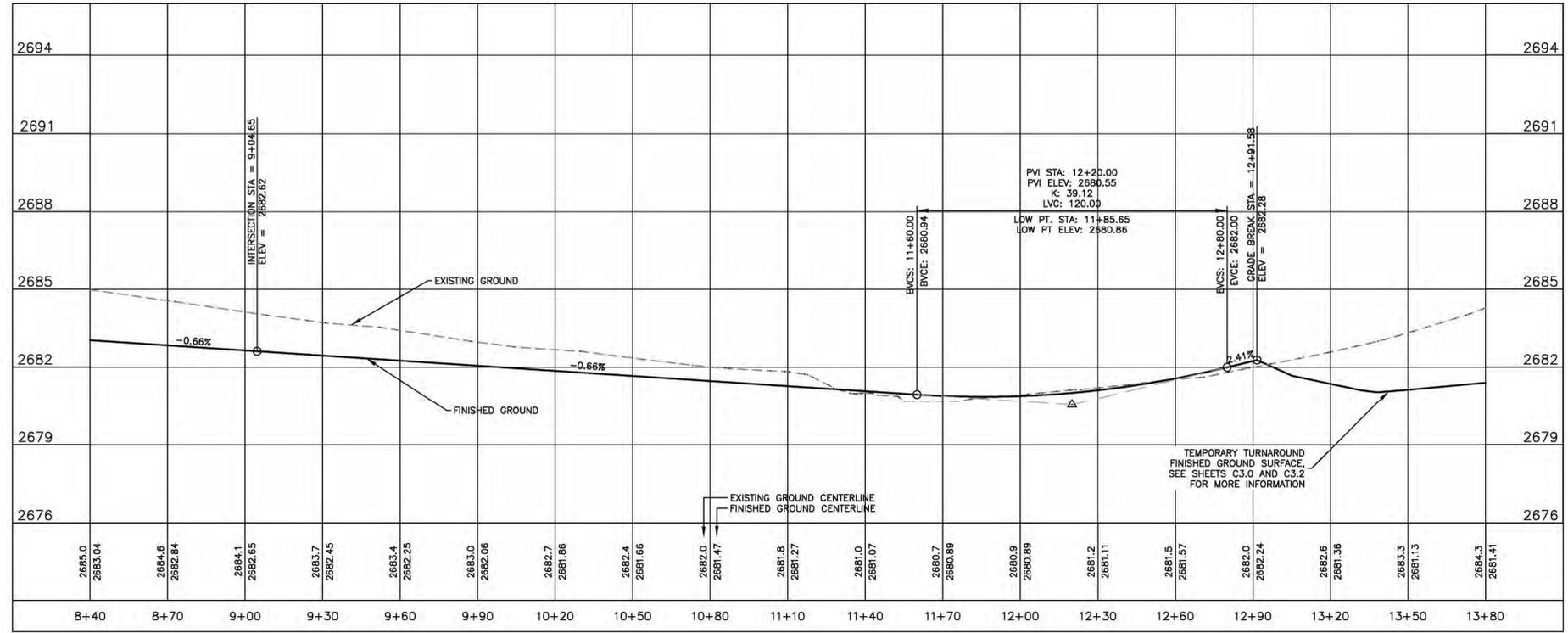
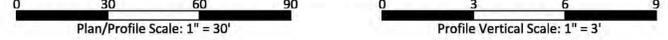
BY: *Kaci C. Pender* DATE: 5/3/2021
ADA COUNTY HIGHWAY DISTRICT

DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187
SHEET NO.	C2.6

P:\19-187\CAD\CONSTRUCTION PLANS\19-187 ROADWAY.DWG, SCOTT PHILLAMAN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION).PC3, 220x41 (PLOT)



W. BASS RIVER DR. PLAN AND PROFILE



SHEET LEGEND

- ELE. & DESCRIPTION STA., OFFSET SIDE FINISHED GRADE ELEVATION
- 1.50% FINISHED GRADE SLOPE
- GRADE BREAK

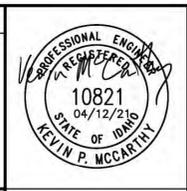
CIVIL ACRONYMS

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- STA. - ROADWAY STATION FROM CENTERLINE
- CL - ROADWAY CENTERLINE
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- SHEET NOTES**
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 - SEE SHEETS C4.1-4.2 FOR ADDITIONAL STORM WATER INFORMATION.

- KEYNOTES (#)**
- INSTALL 3" ROLLED CURB AND GUTTER PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-702, PROVIDED ON SHEET C2.8.
 - INSTALL 5' WIDE DETACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED ON SHEET C2.8.
 - INSTALL PEDESTRIAN RAMP TYPE "H2" PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-712H, WITH TRUNCATED DOMES PER ACHD SUPPLEMENTAL DRAWINGS SD-712, PROVIDED SHEET C2.8. DOMES SHALL BE RIGID INSERTS WET-SET INTO THE CONCRETE (CONCRETE STAMP AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED "TRAFFIC YELLOW".
 - INSTALL TERMINUS BARRICADE TYPE II WITH KICK PLATE PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132A. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED.
 - INSTALL TEMPORARY TURNAROUND PER DIMENSIONS AND GRADES SHOWN. TURNAROUND SHALL BE CONSTRUCTED PER ISPCW STANDARD DRAWING SD-304 ACCESS ROAD TYPE 3". 2.5" OF SP-3 0.5" MIX PG 64-28 4" 3/4" MINUS CRUSHED AGGREGATE BASE, 11" OF 6" MINUS PITRUM SUBBASE. SEE SHEETS C3.0 AND C3.2 FOR MORE INFORMATION.
 - CONSTRUCT TEMPORARY DRAINAGE DITCH FROM CUL-DE-SAC TO IRRIGATION DRAINAGE DITCH TO PROVIDE DRAINAGE FROM TEMPORARY CUL-DE-SAC. SEE SHEETS C3.0 AND C3.2 FOR MORE INFORMATION.
 - INSTALL TERMINUS BARRICADE TYPE III PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-1132B. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. PAINTED SIGNS NO LONGER ALLOWED. INCLUDE SIGN STATING, "THIS ROAD TO BE EXTENDED IN THE FUTURE."
 - INSTALL RB-31 "NO PARKING FIRE LANE" SIGN PER MUTCD AND ACHD REQUIREMENTS.



REVISIONS

NO.	DATE	ITEM
1	12/10/20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
ROADWAY IMPROVEMENT PLANS
W. BASS RIVER DR. PLAN AND PROFILE

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

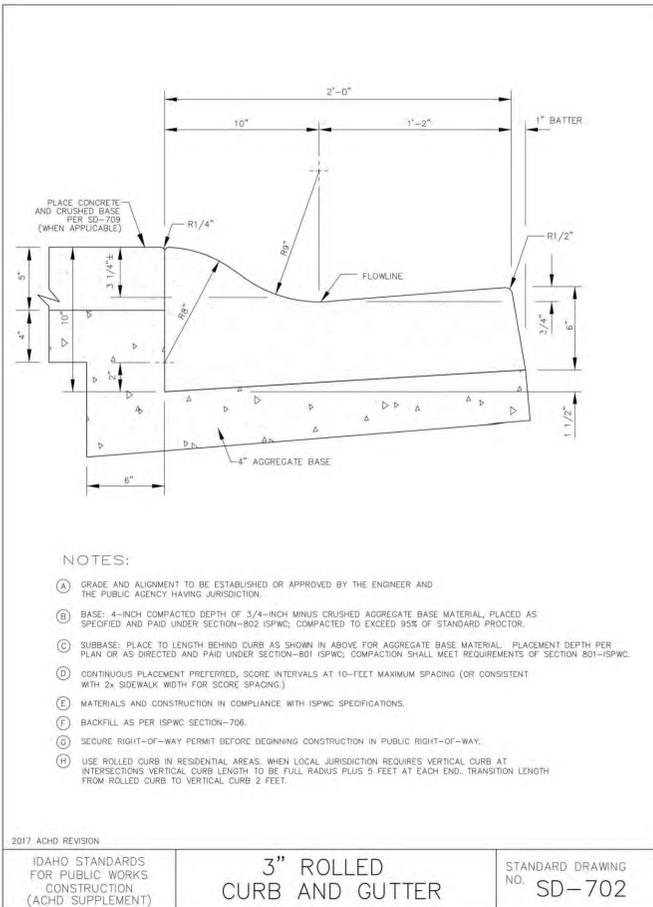
DESIGN BY: RSP
 DRAWN BY: NTM
 CHECKED BY: KPM
 DATE: 9.2.20
 PROJECT: 19-187
 SHEET NO. **C2.7**

Plans Are Accepted For Public Street Construction

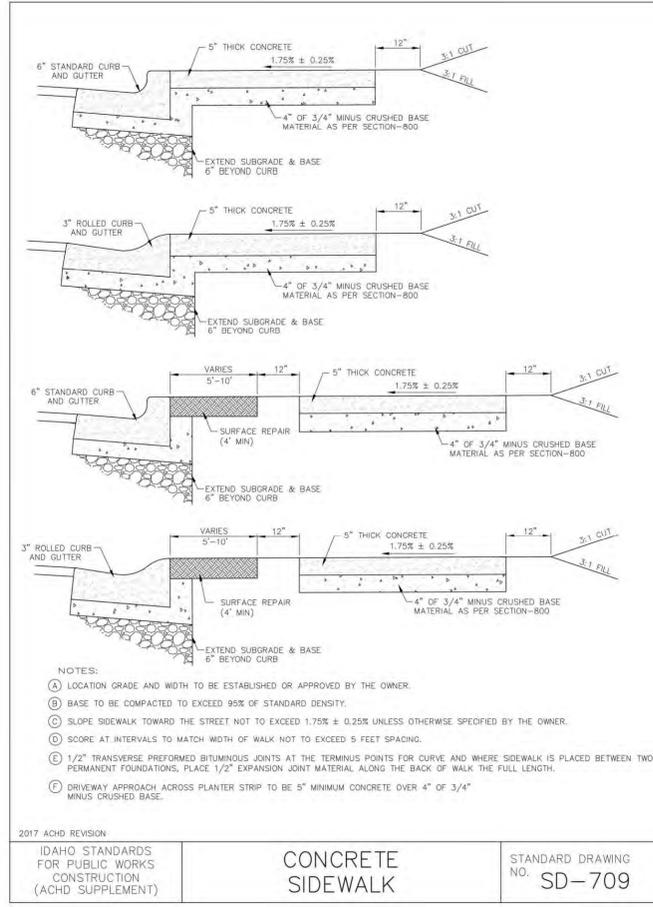
By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: *Kate C. Porter* DATE: 5/3/2021
 ADA COUNTY HIGHWAY DISTRICT

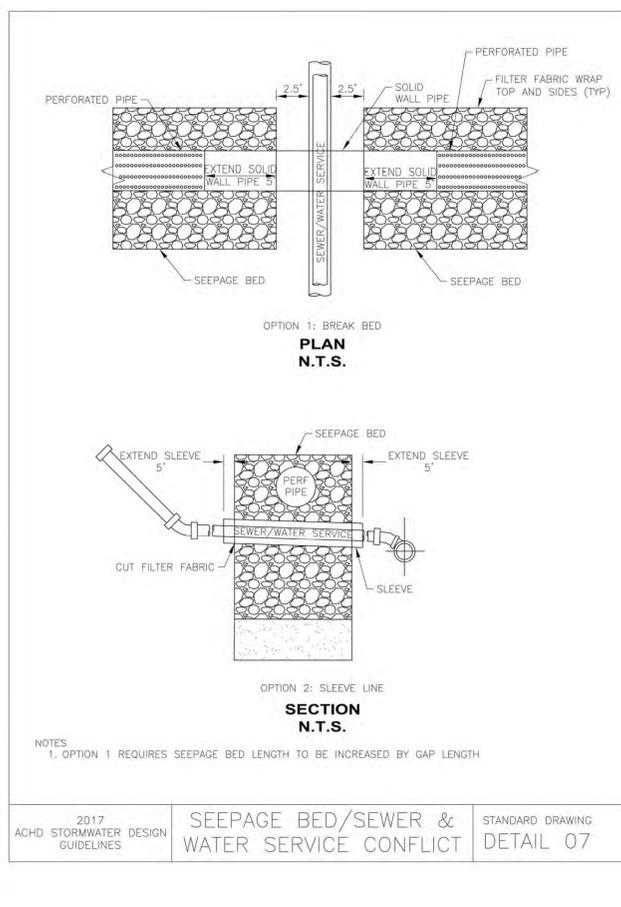
P:\19-187\CAD\CONSTRUCTION PLANS\19-187 ROADWAY.DWG, SCOTT PHILLIPMAN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION).PC3, 220x41 (PLOT)



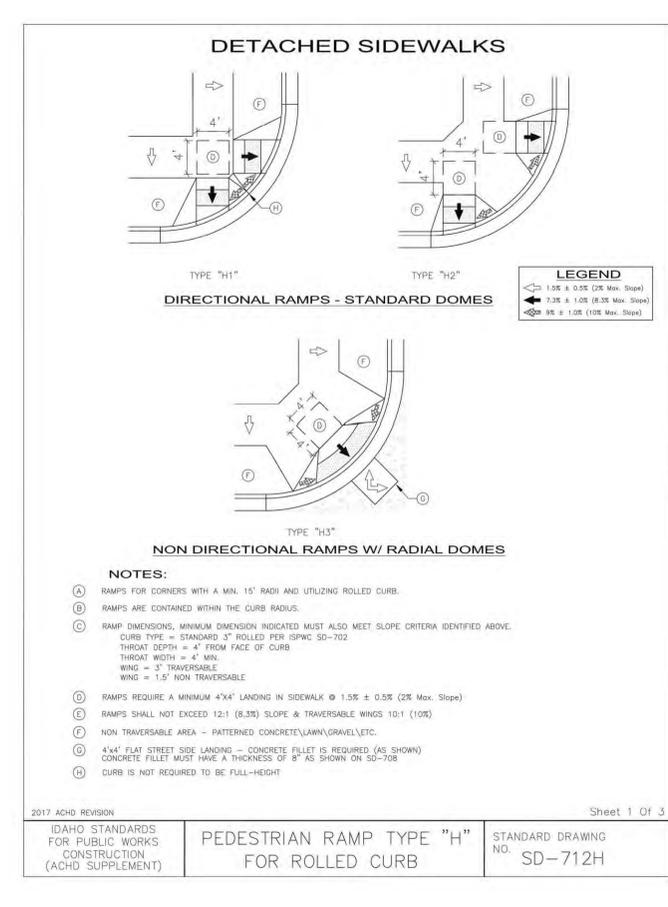
2017 ACHD REVISION	3" ROLLED CURB AND GUTTER	STANDARD DRAWING NO. SD-702
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)		



2017 ACHD REVISION	CONCRETE SIDEWALK	STANDARD DRAWING NO. SD-709
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)		



2017 ACHD REVISION	SEEPAGE BED/SEWER & WATER SERVICE CONFLICT	STANDARD DRAWING NO. SD-712H
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)		



2017 ACHD REVISION	PEDESTRIAN RAMP TYPE "H" FOR ROLLED CURB	STANDARD DRAWING NO. SD-712H
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)		



NO.	REVISIONS	DATE
1	REV PER AGENCY COMMENTS	12/10/20
2	REV PER AGENCY COMMENTS	2/11/21
3	REV PER KUNA COMMENTS	03/17/21
4	REV FOR TEMP. TURNAROUND	3/25/21
5	REV FOR TEMP. TURNAROUND SIGNAGE	4/12/21

2017 ACHD REVISION	CONCRETE SIDEWALK	STANDARD DRAWING NO. SD-709
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ACHD SUPPLEMENT)		

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO

ROADWAY IMPROVEMENT PLANS
DETAILS

km ENGINEERING

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

DESIGN BY: RSP

DRAWN BY: NTM

CHECKED BY: KPM

DATE: 9.2.20

PROJECT: 19-187

SHEET NO. C2.8

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY: *Kaci C. Foster* DATE: 5/3/2021

ADA COUNTY HIGHWAY DISTRICT

PRELIMINARY-NOT FOR CONSTRUCTION



GRADING LEGEND

- 74.50 FINISHED GRADE ELEVATION
- 1.50% FINISHED GRADE SLOPE
- 2626 FINISHED GRADE CONTOUR
- 2645 EXISTING GRADE CONTOUR
- GRADE BREAK

CIVIL ACRONYMS

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

- STA: - ROADWAY STATION FROM CENTERLINE
- CL: - ROADWAY CENTERLINE
- PC: - POINT OF CURVATURE
- PT: - POINT OF TANGENCY
- ELEV: - ELEVATION
- L: - STATION OFFSET LEFT
- R: - STATION OFFSET RIGHT
- TBC: - TOP BACK OF CURB
- LIP: - LIP OF GUTTER
- FG: - FINISHED GRADE

SHEET NOTES

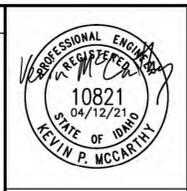
1. SEE SHEET C2.0 FOR TYPICAL ROAD SECTIONS.
2. SEE SHEET C1.1 AND C1.2 FOR GENERAL AND GRADING NOTES.
3. ALL ELEVATIONS ARE RELATIVE TO THE NAVD88 VERTICAL DATUM.
4. ALL FINISHED FLOORS OR TOP OF STEM WALLS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE LOWEST CURB ELEVATION FOR EACH LOT.

KEYNOTES

1. INSTALL TEMPORARY GRAVITY IRRIGATION DRAINAGE DITCH AT ELEVATIONS SHOWN.
2. MATCH EXISTING GRAVITY IRRIGATION DITCH.
3. GRADING IN THIS AREA IS REFLECTIVE OF SPRINGHILL NO. 1 RECORD DRAWINGS DONE BY BAILEY ENGINEERING DATED 8/31/18.
4. GRADING IN THIS AREA IS REFLECTIVE OF SPRINGHILL NO. 2 CONSTRUCTION PLANS DONE BY BAILEY ENGINEERING DATED 7/12/18.
5. EXCAVATION IN THIS AREA IS INTENDED TO PROVIDE MATERIAL FOR FILL TO BE USED AS A PART OF PHASE 3 CONSTRUCTION. AREA WILL BE FILLED TO MATCH HIGHPOINTS OF BERM SEPARATING PROPOSED PHASE 3 AND FUTURE PHASE 4 AS A PART OF THE PHASE 4 CONSTRUCTION PLANS.
6. RETAIN AND PROTECT EXISTING ACCESS ROAD.
7. CONNECT EXISTING IRRIGATION DRAINAGE DITCH WITH NEW TEMPORARY DRAINAGE DITCH. CONTRACTOR TO COORDINATE WITH OWNER REGARDING LOCATION AND TIMING OF CONSTRUCTION.
8. PROVIDE MAILBOX CLUSTERS. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO CONSTRUCTION.
9. INSTALL TEMPORARY TURNAROUND PER DIMENSIONS AND GRADES SHOWN. TURNAROUND SHALL BE CONSTRUCTED PER ISPMC STANDARD DRAWING SD-304 ACCESS ROAD TYPE 3, 2.5" OF SP-3 0.5" MIX PG 64-26" 4" 1/2" MINUS CRUSHED AGGREGATE BASE, 11" OF 6" MINUS PITRULN SUBBASE. SEE SHEETS C2.7 AND C3.2 FOR MORE INFORMATION.
10. CONSTRUCT BORROW DITCH TO CONTAIN DRAINAGE FROM TEMPORARY TURNAROUND CUL-DE-SAC AT GRADES AND ELEVATIONS SHOWN. BORROW DITCH SHALL HAVE 2:1 SLOPES AND 1.5 FEET DEEP. SEE SHEET C3.2 FOR MORE INFORMATION.

SURVEY CONTROL NOTES

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



REVISIONS

NO.	DATE	ITEM
1	12.10.20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUMA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

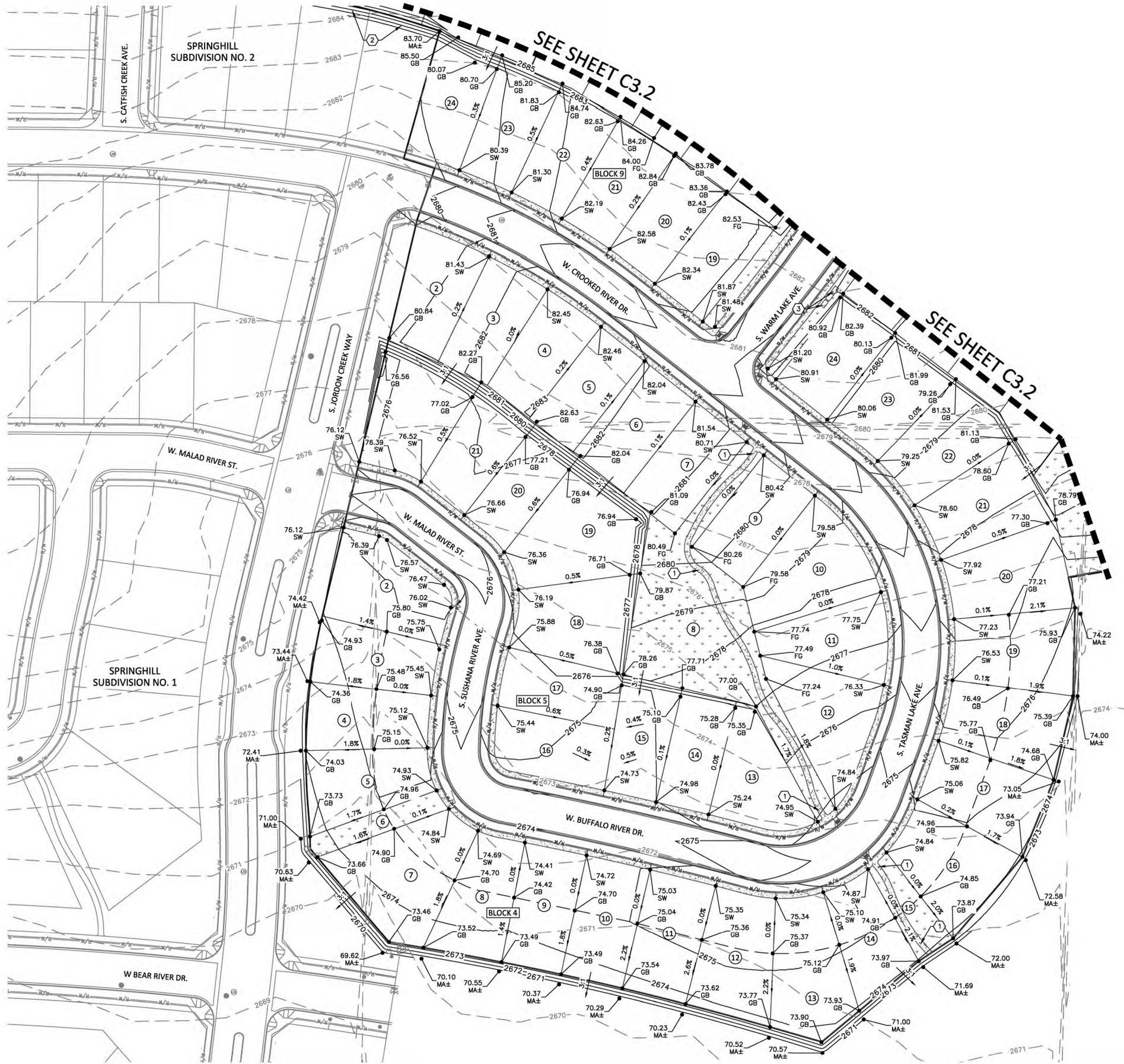
SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
LOT GRADING PLAN
OVERALL LOT GRADING PLAN



DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187
SHEET NO.	C3.0

OVERALL LOT GRADING PLAN
 0 60 120 180
 Plan Scale: 1" = 60'

P:\19-187\CAD\CONSTRUCTION PLANS\19-187 GRADING.DWG, SCOTT PHILLIPMAN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION), PCS, 2204 LPPF



GRADING LEGEND

- 74.50 FINISHED GRADE ELEVATION
- 1.50% FINISHED GRADE SLOPE
- 2626 FINISHED GRADE CONTOUR
- 2645 EXISTING GRADE CONTOUR
- GRADE BREAK

CIVIL ACRONYMS

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

STA: - ROADWAY STATION FROM CENTERLINE
 CL - ROADWAY CENTERLINE
 PC - POINT OF CURVATURE
 PT - POINT OF TANGENCY
 ELEV - ELEVATION
 L - STATION OFFSET LEFT
 R - STATION OFFSET RIGHT
 TBC - TOP BACK OF CURB
 LIP - LIP OF GUTTER
 FG - FINISHED GRADE

SHEET NOTES

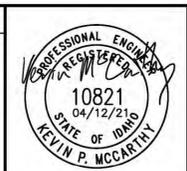
- SEE SHEET C2.0 FOR TYPICAL ROAD SECTION.
- SEE SHEET C1.1 AND C1.2 FOR GENERAL AND GRADING NOTES.
- ALL ELEVATIONS ARE RELATIVE TO THE NAVD88 VERTICAL DATUM.
- ALL FINISHED FLOORS OR TOP OF STEM WALLS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE LOWEST CURB ELEVATION FOR EACH LOT.

KEYNOTES

- INSTALL 5' WIDE DETACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED ON SHEET C2.8.
- GRADING IN THIS AREA IS REFLECTIVE OF SPRINGHILL NO. 1 RECORD DRAWINGS DONE BY BAILEY ENGINEERING DATED 8/31/18.
- PROVIDE MAILBOX CLUSTERS. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO CONSTRUCTION.

SURVEY CONTROL NOTES

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



REVISIONS

NO.	DATE	ITEM
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2	2/11/21	REV PER AGENCY COMMENTS
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4	3/25/21	REV FOR TEMP. TURNAROUND SIGNAGE
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

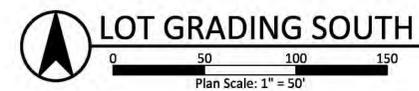
SPRINGHILL SUBDIVISION NO. 3
 KUNA, IDAHO
 LOT GRADING PLAN
 LOT GRADING SOUTH



DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187

SHEET NO. C3.1

P:\19-187\CAD\CONSTRUCTION PLANS\19-187 GRADING.DWG, SCOTT PHILLAMAN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION), PCS, 2204L (LPPF)





GRADING LEGEND

- 74.50 FINISHED GRADE ELEVATION
- 1.50% FINISHED GRADE SLOPE
- 2626 FINISHED GRADE CONTOUR
- 2645 EXISTING GRADE CONTOUR
- GRADE BREAK

CIVIL ACRONYMS

ALL GRADES ARE TO TOP BACK OF CURB UNLESS NOTED AS FOLLOWS:

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SHEET NOTES

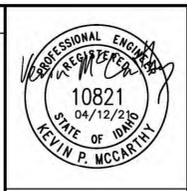
- SEE SHEET C2.4 FOR TYPICAL ROAD SECTION.
- SEE SHEET C1.1 AND C1.2 FOR GENERAL AND GRADING NOTES.
- ALL ELEVATIONS ARE RELATIVE TO THE NAVD88 VERTICAL DATUM.
- ALL FINISHED FLOORS OR TOP OF STEM WALLS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE LOWEST CURB ELEVATION FOR EACH LOT.

KEYNOTES

- GRADING IN THIS AREA IS REFLECTIVE OF SPRINGHILL NO. 1 RECORD DRAWINGS DONE BY BAILEY ENGINEERING DATED 8/31/18.
- GRADING IN THIS AREA IS REFLECTIVE OF SPRINGHILL NO. 2 CONSTRUCTION PLANS DONE BY BAILEY ENGINEERING DATED 7/12/18.
- INSTALL 5' WIDE DETACHED CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-709, PROVIDED ON SHEET C2.8.
- MATCH EXISTING SIDEWALK ELEVATIONS.
- INSTALL TEMPORARY TURNAROUND PER DIMENSIONS AND GRADES SHOWN. TURNAROUND SHALL BE CONSTRUCTED PER ISWPC STANDARD DRAWING SD-304 ACCESS ROAD "TYPE 3", 2.5" OF SP-3 0.5" MIX PG 64-28" 4" 3/4" MINUS CRUSHED AGGREGATE BASE, 11" OF 67" MINUS PITRUN SUBBASE. SEE SHEETS C2.7 AND C3.0 FOR MORE INFORMATION.
- CONSTRUCT BORROW DITCH TO CONTAIN DRAINAGE FROM TEMPORARY TURNAROUND CUL-DE-SAC AT GRADES AND ELEVATIONS SHOWN. BORROW DITCH SHALL HAVE 2:1 SLOPES AND 1.5 FEET DEEP. SEE SHEET C3.0 FOR MORE INFORMATION.

SURVEY CONTROL NOTES

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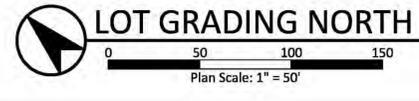
REVISIONS

NO.	DATE	DESCRIPTION
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2	2/11/21	REV PER AGENCY COMMENTS
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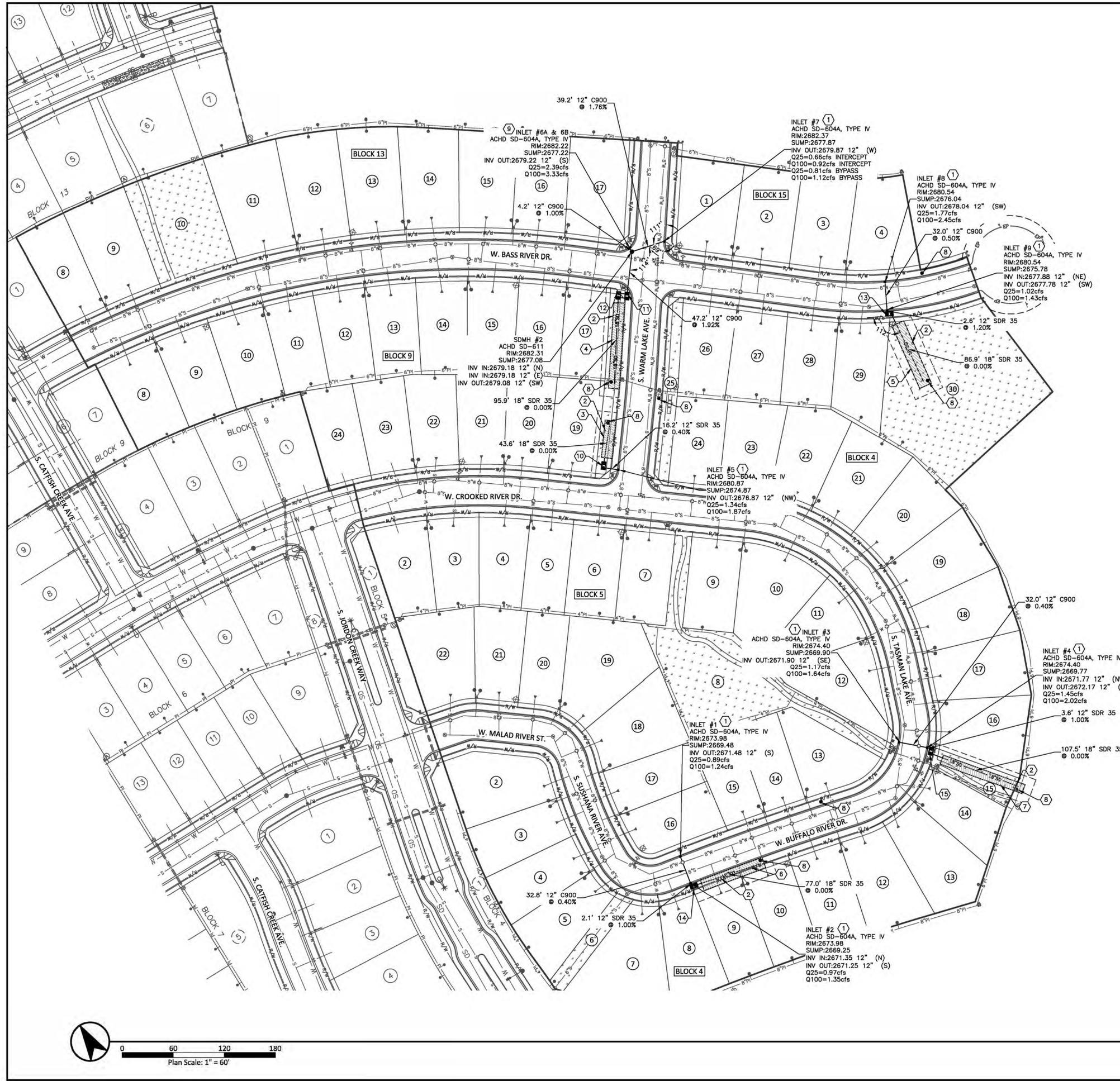
SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
LOT GRADING PLAN
LOT GRADING NORTH

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

DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187
SHEET NO.	C3.2



P:\19-187\CAD\CONSTRUCTION PLANS\19-187 GRADING.DWG, SCOTT PHILLAMAN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION), PCS, 2204 LPPF



- SHEET NOTES**
- SEE SHEET C1.1 FOR GENERAL, ACHD, AND UTILITY NOTES.
 - SEE SHEET C4.2 FOR STORM WATER DETAILS.
 - REFER TO THE GEOTECHNICAL REPORT PREPARED BY NATURAL RESOURCES SOLUTIONS, INC., DATED DECEMBER 4, 2007. GROUNDWATER IS EXPECTED TO REMAIN AT OR BELOW A DEPTH OF APPROXIMATELY 30' BELOW EXISTING GROUND. CONTACT DESIGN ENGINEER FOR SEEPAGE BED REDESIGN IF GROUNDWATER IS ENCOUNTERED ABOVE MAX HSGW ELEVATION. A DESIGN INFILTRATION RATE OF 4 INCHES PER HOUR WAS USED FOR ALL SEEPAGE BEDS BASED ON RECOMMENDATIONS FROM THE GEOTECHNICAL REPORT.
 - PROVIDE WATER-TIGHT SEALS AT PIPING ENTRANCES/EXITS FOR SAND AND GREASE TRAP AND CATCH BASINS.
 - INSTALL ALL STORM DRAIN MANHOLES PER ISPPWC STANDARD DRAWING SD-611.
 - ALL STORM PIPE WITHIN ROW SHALL BE C900 WHERE COVER OVER PIPE IS LESS THAN 2 FEET. OUTSIDE OF ROW OR WHERE COVER IS GREATER THAN 2 FEET THE STORM PIPE SHALL BE ADS N-12 HP PIPE OR APPROVED EQUAL. FLOWABLE FILL SHALL BE USED WHEN LESS THAN 5- FEET OF SEPARATION BETWEEN STRUCTURES.
 - ALL DRAINAGE STRUCTURES SHALL BE PER ISPPWC STANDARDS AND THE ACHD SUPPLEMENTS TO THE ISPPWC. STORM DRAIN STRUCTURES SHALL HAVE HS-25 TRAFFIC RATED LIDS UNLESS OTHERWISE SPECIFIED.
 - THE CONTRACTOR SHALL COMPLY WITH ALL THE REQUIREMENTS FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY. THIS INCLUDES IMPLEMENTING THE BMP'S RECOMMENDED IN THE SWPP PLAN PREPARED FOR THIS SITE. REGULAR SITE INSPECTIONS, DOCUMENTATION OF MODIFICATIONS TO THE SWPPP AND OTHER REQUIREMENTS AS SET FORTH IN THE NPDES GENERAL PERMIT.
 - ALL CHANGES REQUIRE APPROVAL BY THE DESIGN ENGINEER AND ACHD.
 - THE CONTRACTOR SHALL PROVIDE AND INSTALL STORM DRAIN MONUMENTS TO IDENTIFY ALL STORM DRAIN MANHOLES, SEDIMENT BOXES, DROP INLETS, AND OTHER PIPE JOINTIONS OR TERMINUSES IN ACCORDANCE WITH SECTION 8018 OF THE ACHD DEVELOPMENT POLICY MANUAL AND ISPPWC SD-623.

- KEYNOTES**
- INSTALL INLET CATCH BASIN TYPE IV (ROLLED CURB) PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-604A, OR APPROVED EQUIVALENT.
 - CONTRACTOR SHALL COORDINATE WITH ACHD INSPECTION FOR PLACEMENT OF ELECTRONIC MARKERS AT EACH CORNER OF SEEPAGE BEDS PRIOR TO BACKFILLING. ACHD IS CURRENTLY SUPPLYING THE DEVICES.
 - SEEPAGE BED #1 SEE DETAILS SHEET C4.2 (13' W x 10' D x 4' L)
 - SEEPAGE BED #2 SEE DETAILS SHEET C4.2 (13' W x 10' D x 10' L)
 - SEEPAGE BED #3 SEE DETAILS SHEET C4.2 (15' W x 10' D x 80' L)
 - SEEPAGE BED #4 SEE DETAILS SHEET C4.2 (14' W x 10' D x 77' L)
 - SEEPAGE BED #5 SEE DETAILS SHEET C4.2 (11' W x 10' D x 102' L)
 - INSTALL GROUND WATER OBSERVATION WELL PER ACHD SD-627. INSTALL WITHIN THE INFILTRATION BED 5' FROM THE END AND OUTSIDE OF BED A MINIMUM OF 50' FROM THE PERIMETER OF THE BED.
 - INSTALL (2) INLET CATCH BASIN TYPE IV (ROLLED CURB) PER ACHD SUPPLEMENTAL STANDARD DRAWING SD-604A OR APPROVED EQUIVALENT. INLETS SHALL BE INTERCONNECTED PER DOUBLE INLET DETAIL PROVIDED SHEET C4.2.
 - INSTALL 1000 GAL SAND AND GREASE TRAP (SGT #1) PER DETAIL PROVIDED SHEET C4.2.
RIM = 2681.54 (S)
INV IN = 2676.81 (12") (NE)
INV OUT = 2676.06 (18") (E)
INLET BAFFLE = 2676.21
OUTLET BAFFLE = 2676.71
 - INSTALL 1000 GAL SAND AND GREASE TRAP (SGT #2A) PER DETAIL PROVIDED SHEET C4.2.
RIM = 2682.41 (N)
RIM = 2682.27 (S)
INV IN = 2678.18 (12") (S)
INV OUT = 2678.18 (12") (W)
INV OUT = 2677.43 (18") (W)
INLET BAFFLE = 2677.58
OUTLET BAFFLE = 2678.08
 - INSTALL 1000 GAL SAND AND GREASE TRAP (SGT #2B) PER DETAIL PROVIDED SHEET C4.2.
RIM = 2682.74 (N)
RIM = 2682.57 (S)
INV IN = 2678.18 (12") (E)
INV IN = 2677.43 (18") (E)
INV OUT = 2677.43 (18") (S)
INLET BAFFLE = 2677.58
OUTLET BAFFLE = 2678.08
 - INSTALL 1500 GAL SAND AND GREASE TRAP (SGT #3) PER DETAIL PROVIDED SHEET C4.2.
RIM = 2680.80
INV IN = 2677.75 (12") (N)
INV OUT = 2677.00 (18") (S)
INLET BAFFLE = 2677.15
OUTLET BAFFLE = 2677.65
 - INSTALL 1000 GAL SAND AND GREASE TRAP (SGT #4) PER DETAIL PROVIDED SHEET C4.2.
RIM = 2674.25
INV IN = 2671.23 (12") (N)
INV OUT = 2665.00 (18") (E)
INLET BAFFLE = 2670.63
OUTLET BAFFLE = 2671.13
 - INSTALL 1500 GAL SAND AND GREASE TRAP (SGT #5) PER DETAIL PROVIDED SHEET C4.2.
RIM = 2674.68
INV IN = 2672.13 (12") (NW)
INV OUT = 2668.80 (18") (SE)
INLET BAFFLE = 2671.53
OUTLET BAFFLE = 2672.03



REVISIONS

NO.	DATE	ITEM	REV PER AGENCY COMMENTS	REV PER AGENCY COMMENTS	REV PER AGENCY COMMENTS	REV FOR TEMP. TURNAROUND SIGNAGE
1	12/10/20					
2	2/11/21					
3	03/17/21					
4	3/25/21					
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**SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
STORM WATER IMPROVEMENT PLANS**

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY *Kelli C. Taylor* DATE: 5/3/2021
ABA COUNTY HIGHWAY DISTRICT

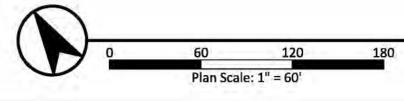


9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmenlga.com

DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187

SHEET NO.
C4.1

P:\19-187\CAD\CONSTRUCTION PLANS\19-187 STORM.DWG, SCOTT TRELLAMAN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION).PC3, 230x41 (PDF)





NO.	REVISIONS	DATE
1	REV PER AGENCY COMMENTS	12/10/20
2	REV PER AGENCY COMMENTS	2/11/21
3	REV PER KUNA COMMENTS	03/17/21
4	REV FOR TEMP. TURNAROUND	3/25/21
5	REV FOR TEMP. TURNAROUND SIGNAGE	4/12/21

SPRINGHILL SUBDIVISION NO. 3
 KUNA, IDAHO
 STORM WATER IMPROVEMENT PLANS
 DETAILS

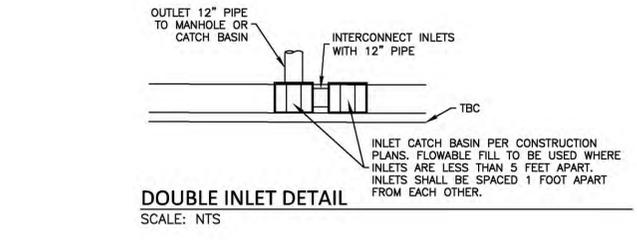
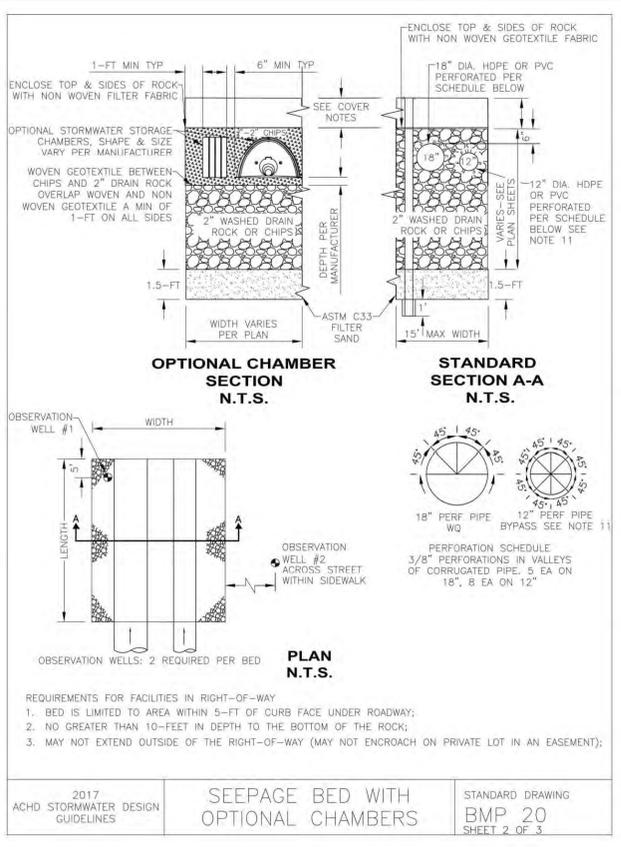
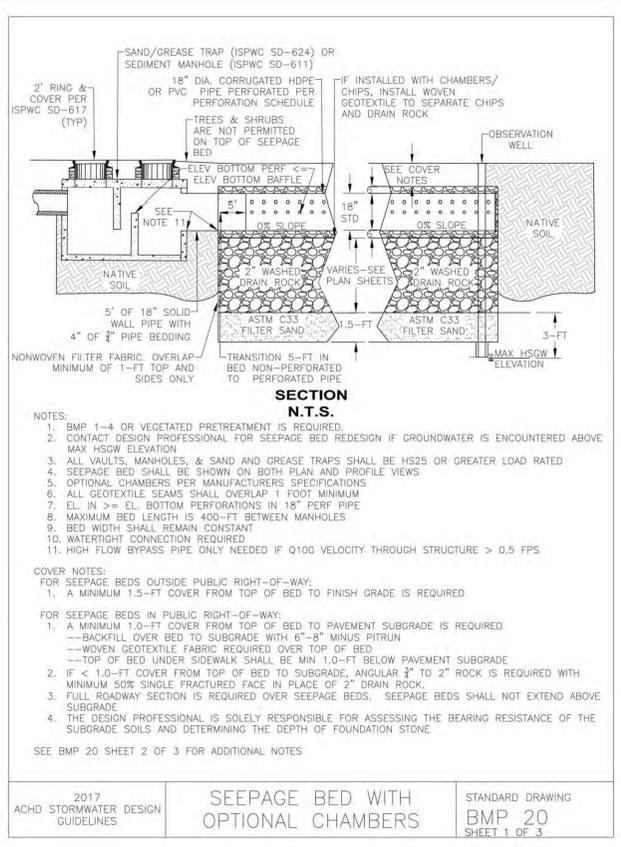
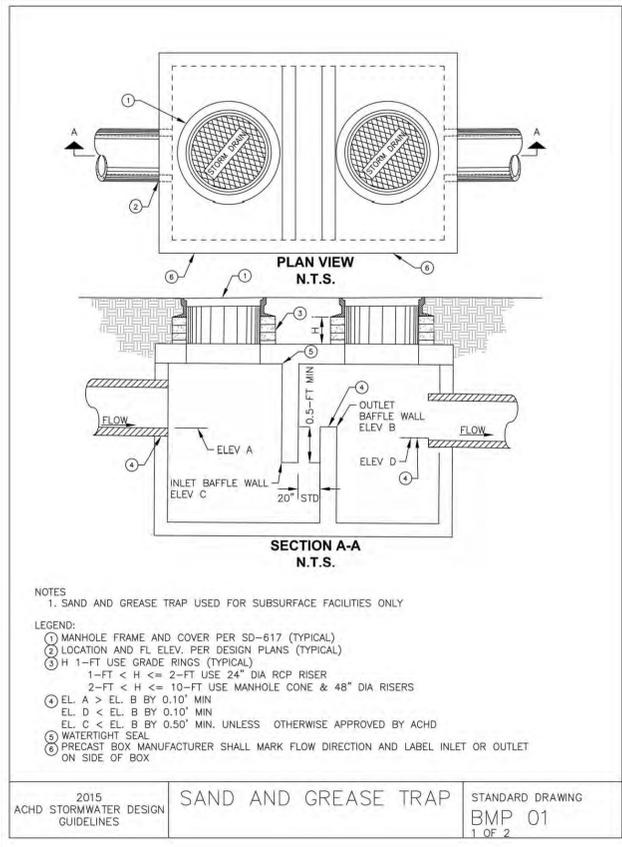
km ENGINEERING

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

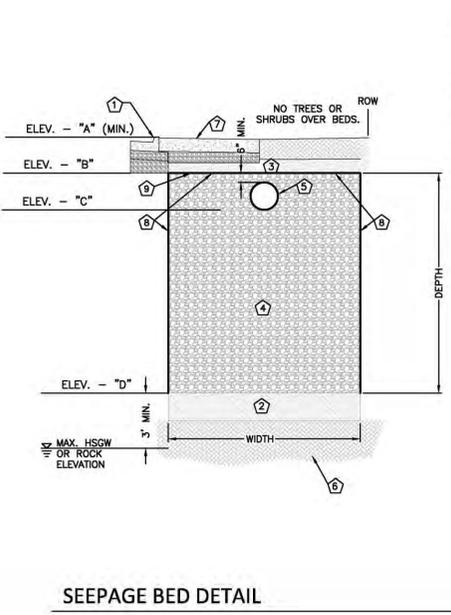
Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

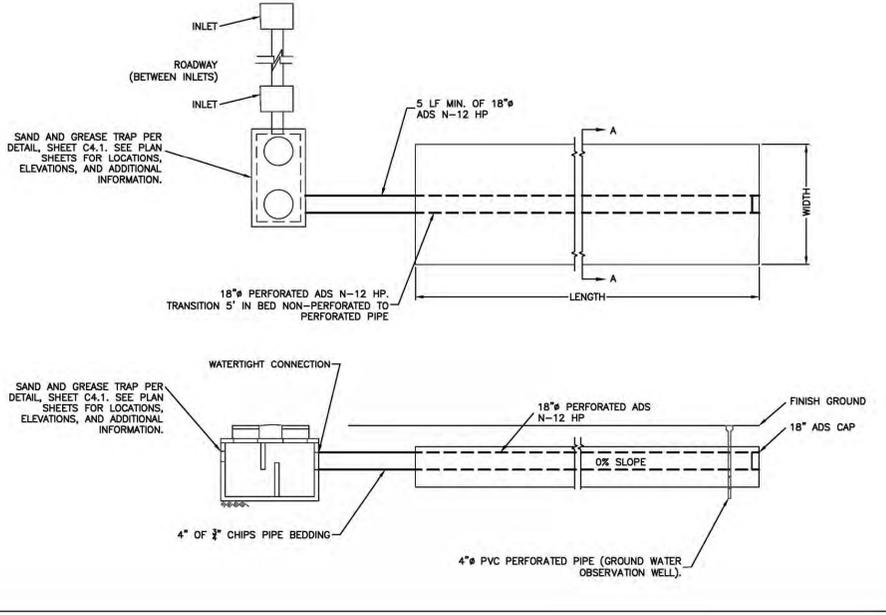
BY: *Kali Crader* DATE: 5/3/2021
 ADA COUNTY HIGHWAY DISTRICT



SEEPAGE BED	BED LENGTH	BED WIDTH	BED DEPTH	ELEVATION "A"	ELEVATION "B"	ELEVATION "C"	ELEVATION "D"	GROUND WATER EL.	100-YR VOLUME PROVIDED
SB #1	44'	13'	10'	2681.30	2680.30	2676.06	2670.30	2651.3±	2,501 CF
SB #2	101'	13'	10'	2681.70	2680.70	2677.43	2670.70	2651.7±	5,693 CF
SB #3	80'	15'	10'	2679.80	2678.80	2677.00	2668.80	2649.8±	5,193 CF
SB #4	77'	14'	10'	2674.25	2670.75	2665.00	2660.75	2644.3±	4,341 CF
SB #5	102'	11'	10'	2671.80	2670.80	2668.80	2660.80	2641.8±	4,895 CF



- GENERAL NOTES**
- REFER TO THE LIMITED SUBSURFACE INVESTIGATION REPORT PREPARED BY NATURAL RESOURCE SOLUTIONS, INC., DATED DECEMBER 4, 2007. GROUNDWATER IS EXPECTED TO REMAIN AT OR BELOW A DEPTH OF APPROXIMATELY 30' BELOW EXISTING GROUND, IN THE AREAS OF THE PROPOSED SEEPAGE BEDS. CONTACT DESIGN ENGINEER FOR SEEPAGE BED REDESIGN IF GROUNDWATER IS ENCOUNTERED ABOVE MAX HSGW ELEVATION.
 - ALL STORM DRAIN MANHOLES SHALL BE HS25 OR GREATER LOAD RATED.
 - ALL GEOTEXTILE SEAMS SHALL OVERLAP 1 FOOT MINIMUM.
 - BED WIDTH SHALL REMAIN CONSTANT.
 - THE MINIMUM DESIGN PERCOLATION RATE FOR THE STORM DRAIN FACILITY IS 4.0 IN/HR TO MEET THE REQUIREMENT OF 90% VOLUME WITHIN 24HR AND SHALL BE VERIFIED IN FIELD.
 - IF ROCK IS ENCOUNTERED, CONTRACTOR MUST HAVE A PERCOLATION TEST PERFORMED BY A SOILS ENGINEER AFTER SEEPAGE BED IS FULLY EXCAVATED. (NOTE: AN ACHD INSPECTOR MUST BE PRESENT FOR THE TEST). IF THE PERCOLATION IS LESS THAN SPECIFIED BY THE SOILS REPORT AND ENGINEER, CONTRACTOR MAY NEED TO BLAST OR BORE TO CREATE CONDUIT FOR DRAINAGE TO OCCUR OR RE-DESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION.
 - WATER AND SEWER SERVICES CROSSING SEEPAGE BED SHALL BE SLEEVED PER OPTION 2 OF ACHD STORMWATER DESIGN GUIDELINES SECTION 8200 DETAIL 12.
 - STORAGE VOLUME DOESN'T INCLUDE SAND WINDOW.
 - FOR UNDERGROUND INFILTRATION SYSTEMS, INSTALL ELECTRONIC MARKERS ON EACH CORNER OF THE FACILITY. THE CONTRACTOR SHALL COORDINATE WITH THE ACHD INSPECTION DEPARTMENT FOR PLACEMENT OF THE MARKERS DURING CONSTRUCTION AND PRIOR TO BACKFILLING.
- KEY**
- CURB AND GUTTER PER ROADWAY PLANS.
 - 1.5" FILTER SAND, ISPCW 801 OR ASTM C33 FILTER SAND.
 - MINIMUM OF 1.5" COVER FROM TOP OF BED TO FINISH GRADE. BACKFILL WITH NATIVE TOPSOIL.
 - ANGULAR 3/4" TO 2" ROCK.
 - 18" PERFORATED PIPE. INSTALL PERFORATIONS PER ACHD STORMWATER DESIGN GUIDELINES DETAIL BMP 04.
 - EXTEND 2" (MIN.) INTO FREE DRAINING MATERIAL.
 - 5" WIDE SIDEWALK PER ROADWAY PLANS.
 - NON-WOVEN FABRIC SHALL BE PROTEX GEOTEX 601 OR APPROVED EQUAL MEETING SPECIFICATIONS STATED IN ACHD STORMWATER DESIGN GUIDELINES SECTION 8202.23. OVERLAP MINIMUM OF 1-FT TOP AND SIDES ONLY.
 - FULL ROADWAY GRAVEL SECTION IS REQUIRED OVER SEEPAGE BEDS. SEEPAGE BEDS SHALL NOT EXTEND ABOVE SUBGRADE.

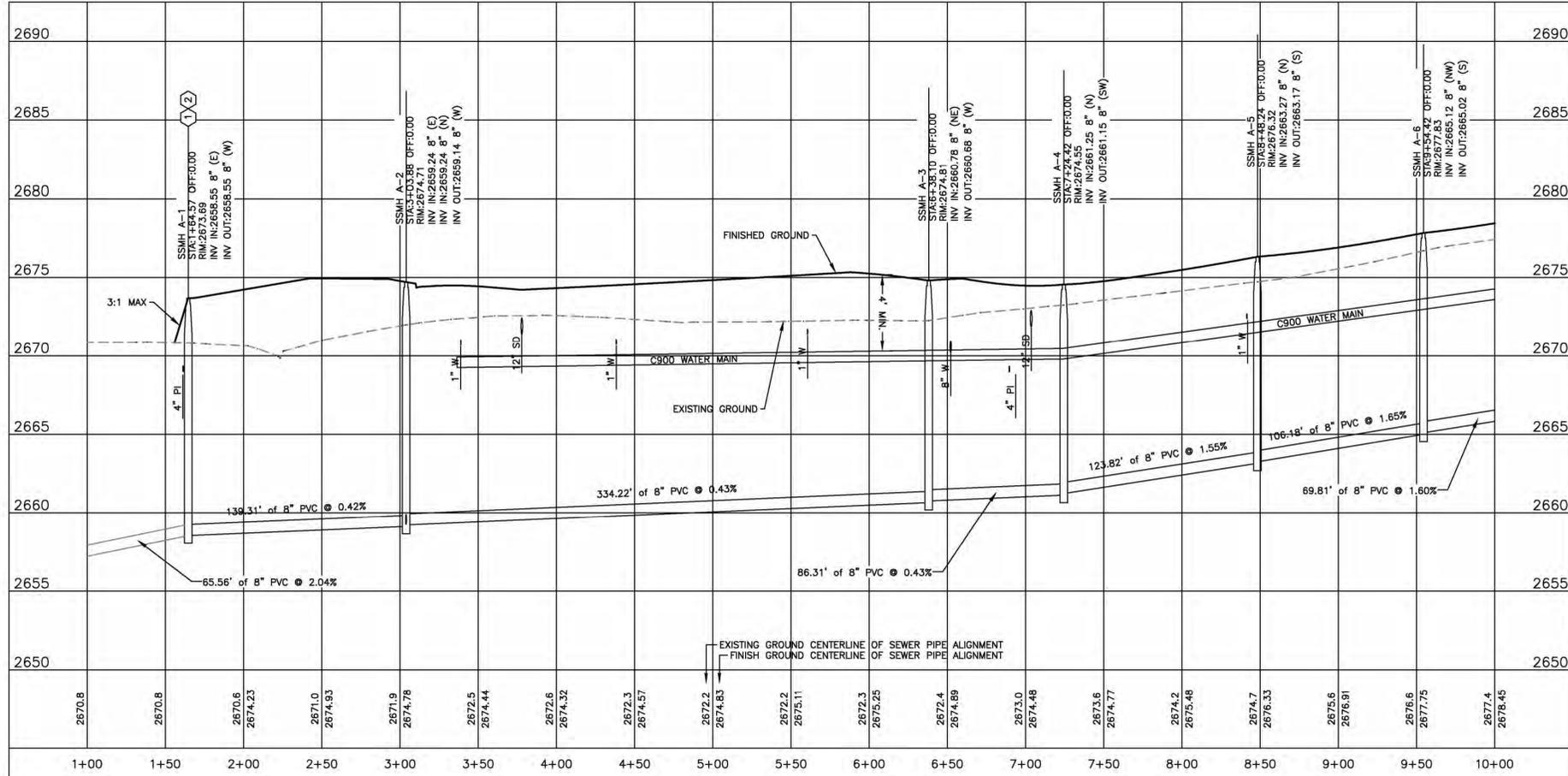


P:\13-187\CAD\CONSTRUCTION PLANS\13-187 STORM.DWG, SCOTT TRELLAMANN, 4/12/2021, AUTOCAD PLOT (GENERAL DOCUMENTATION).PC3, 23041, (P)



SEWER ALIGNMENT W. BUFFALO RIVER DR./S. TASMAN LAKE AVE. PLAN AND PROFILE

Plan Scale: 1" = 50'
Profile Vertical Scale: 1" = 5'



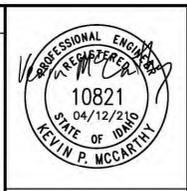
SHEET NOTES

- SEE SHEET C1.1 FOR GENERAL AND SANITARY SEWER NOTES.
- STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
- SEWER MANHOLES SHALL BE 48" IN DIAMETER STANDARD MANHOLE TYPE A (ECCENTRIC PER ISWPC STANDARD DRAWING SD-501. INSTALL MANHOLE FRAME AND COVER PER ISWPC STANDARD DRAWING SD-507 AND MANHOLE COVER PER ISWPC STANDARD DRAWING SD-508.
- INSTALL STANDARD SERVICE MARKERS PER ISWPC SECTION 504 AND SD-512. ALL SEWER SERVICES SHALL BE 4" PVC SDR-35, ASTM D-3034. SEWER SERVICES WITH LESS THAN 18" VERTICAL CLEARANCE FROM POTABLE WATER SHALL USE 4" PVC C900 WATER CLASS PIPE.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING SEWER SERVICES 5' BEYOND JOINT TRENCH EASEMENT. VERIFY EXACT LOCATION OF SEWER SERVICES WITH OWNER PRIOR TO INSTALLATION. SERVICE LENGTH AND INVERT ARE BASED ON STUB LOCATION. STATIONING TAKEN FROM CENTERLINE OF SEWER ALIGNMENT.
- SEWER SERVICES SHALL BE INSTALLED WITH MINIMUM SLOPE OF 2% FROM THE PROPERTY LINE TO SANITARY SEWER MAIN AND SHALL BE 4" DIAMETER.
- SANITARY SEWER PIPE DIMENSION AND SLOPE IN PROFILE VIEW IS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.
- SAWCUT (2' MINIMUM INTO EXISTING PAVEMENT) AND PAVEMENT PATCH PER ISWPC SD-301, SD-303, SD-806, AND ACHD REQUIREMENTS AS NEEDED WHEN PAVEMENT EXCAVATION IS REQUIRED.

KEYNOTES #

- UTILITY MAIN/MAIN CROSSING
MAINTAIN HORIZONTAL AND VERTICAL SEPARATION OF THE POTABLE WATER AND NON-POTABLE PIPELINES (SEWER, STORM DRAIN, IRRIGATION, AMENITY, ETC.). SEE GENERAL NOTE 7, SEWER NOTE 2 & UTILITY NOTE 5, SHEETS C1.1 AND C1.2 FOR MORE INFORMATION.
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- CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- REMOVE EXISTING SANITARY SEWER CLEANOUT AND REPLACE WITH SANITARY SEWER MANHOLE.
- INSTALL SLEEVE PER SEEPAGE BED/SEWER SERVICE CONFLICT STANDARD DRAWING DETAIL 7, PROVIDED SHEET C2.8.



REVISIONS	
NO.	DATE
1	12.10.20
2	2/11/21
3	03/17/21
4	3/25/21
5	4/12/21

NO.	ITEM	REV PER AGENCY COMMENTS	REV PER AGENCY COMMENTS	REV PER AGENCY COMMENTS	REV FOR TEMP. TURNAROUND SIGNAGE
1					
2					
3					
4					
5					

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO

SEWER IMPROVEMENT PLANS
SEWER ALIGNMENT W. BUFFALO RIVER DR./S. TASMAN LAKE AVE. PLAN AND PROFILE



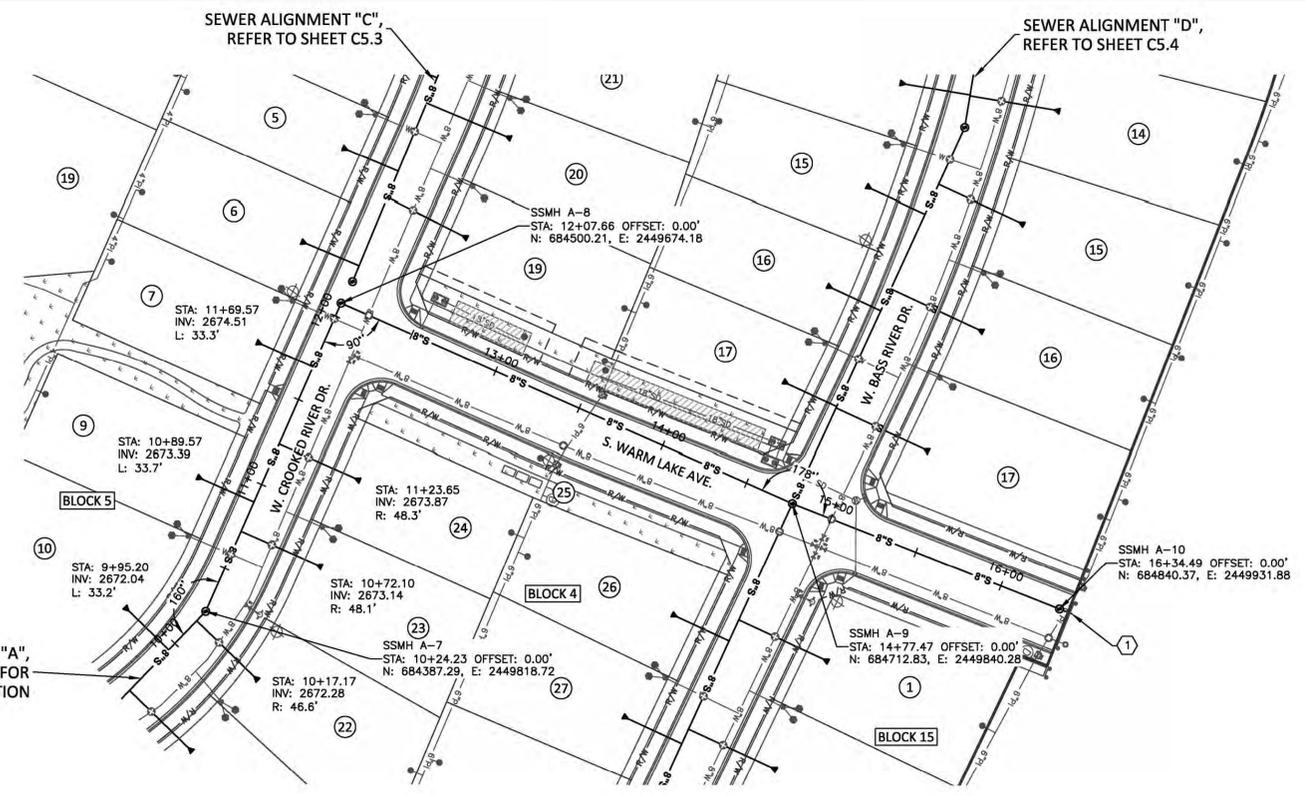
Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 05/04/2021

DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187
SHEET NO.	C5.1

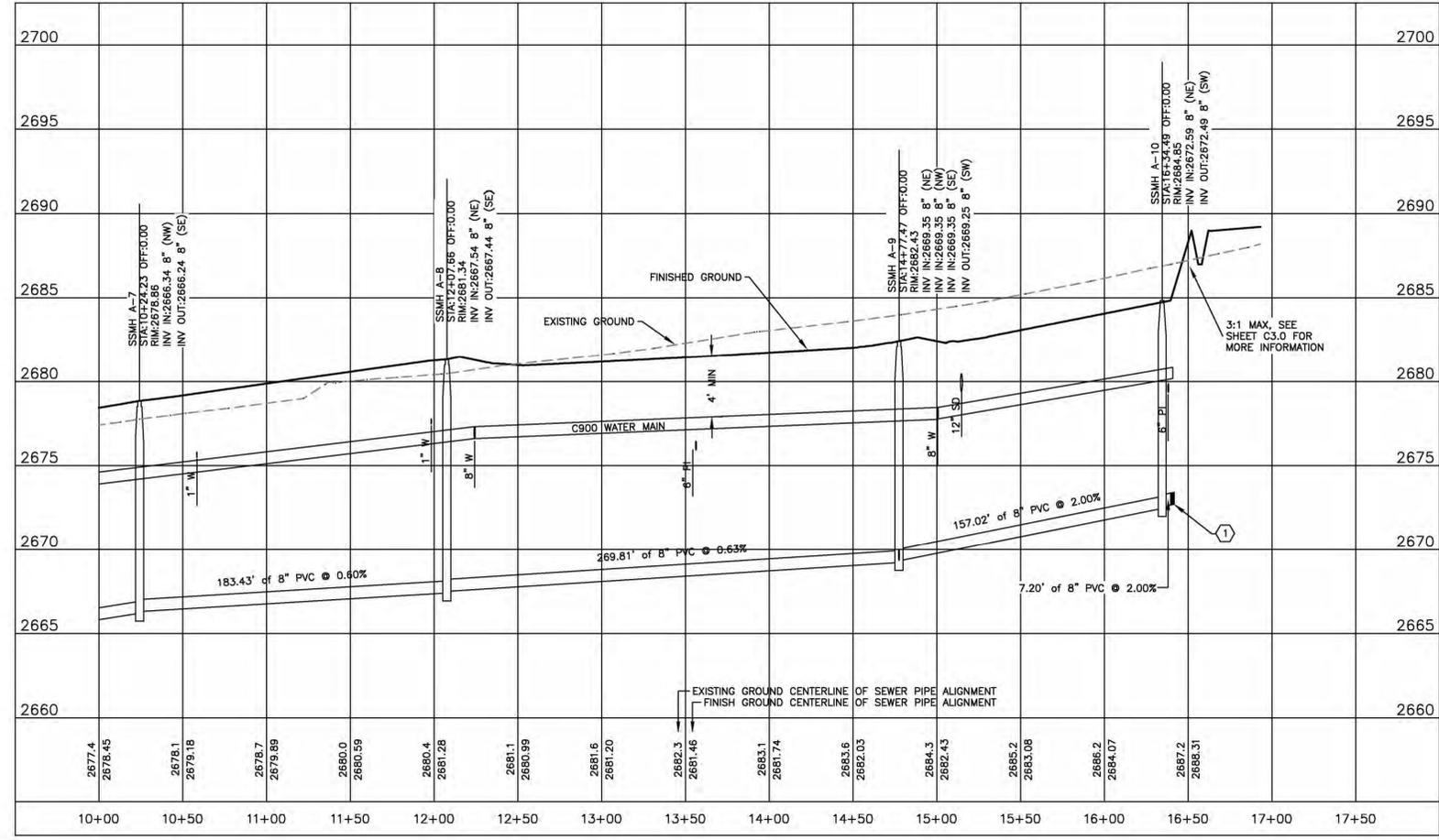
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SEWER ALIGNMENT "A",
SEE SHEET C5.3 FOR
CONTINUATION



SEWER ALIGNMENT "A" W. CROOKED RIVER DR./S. WARM LAKE AVE. PLAN AND PROFILE



SHEET NOTES

- SEE SHEET C1.1 FOR GENERAL AND SANITARY SEWER NOTES.
- STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
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KEYNOTES #

- UTILITY MAIN/MAIN CROSSING
MAINTAIN HORIZONTAL AND VERTICAL SEPARATION OF THE POTABLE WATER AND NON-POTABLE PIPELINES (SEWER, STORM DRAIN, IRRIGATION, AMENITY, ETC.). SEE GENERAL NOTE 7, SEWER NOTE 2 & UTILITY NOTE 5, SHEETS C1.1 AND C1.2 FOR MORE INFORMATION.
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1. INSTALL REMOVABLE PLUG.



REVISIONS	
NO.	DATE
1	12.10.20
2	2/11/21
3	05/17/21
4	3/25/21
5	4/12/21

SPRINGHILL SUBDIVISION NO. 3
 KUNA, IDAHO
 SEWER IMPROVEMENT PLANS
 SEWER ALIGNMENT "A" W. CROOKED RIVER DR./S. WARM LAKE AVE. PLAN AND PROFILE

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

DESIGN BY:	RSP
DRAWN BY:	NTM
CHECKED BY:	KPM
DATE:	9.2.20
PROJECT:	19-187

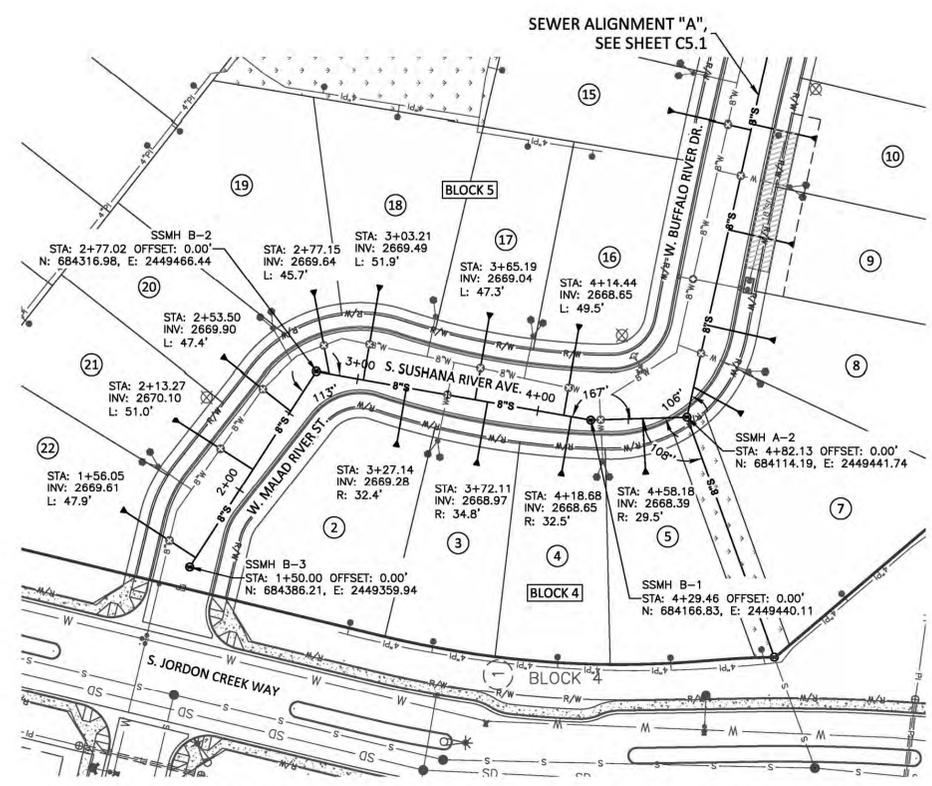
SHEET NO. **C5.2**

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

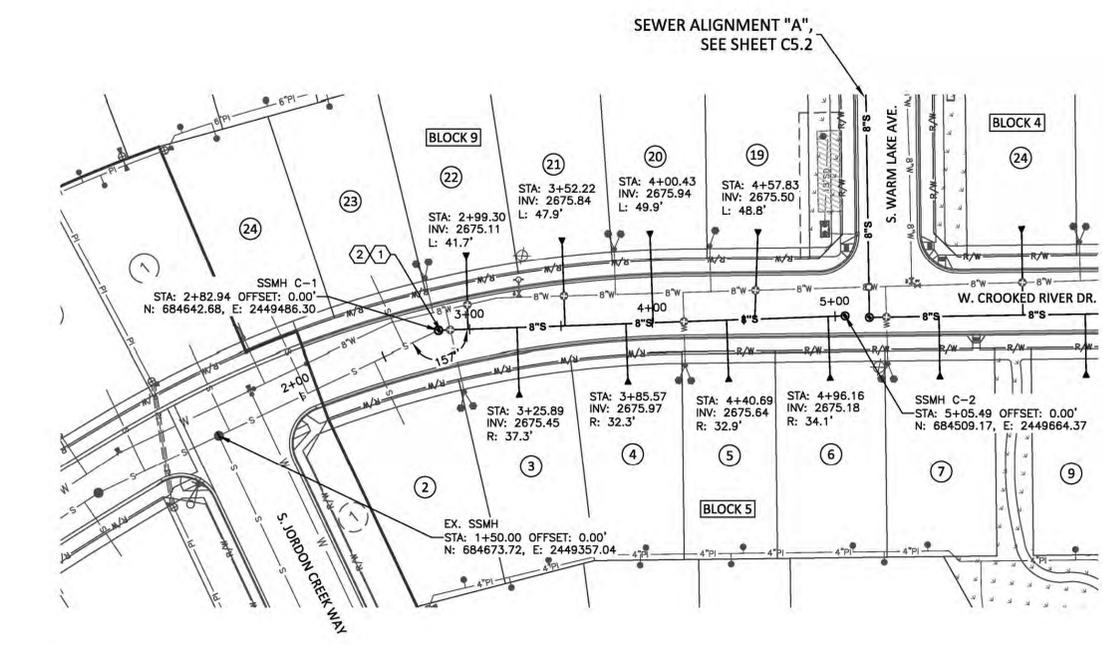
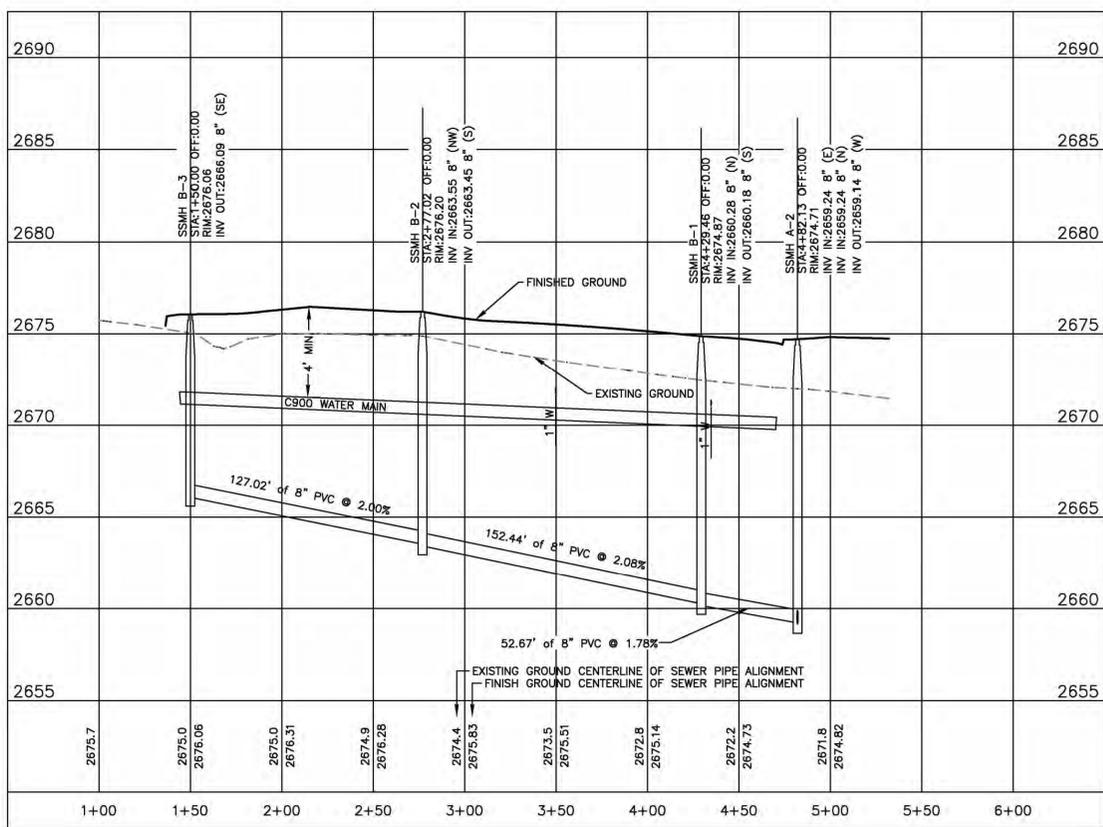
By: *Paul A. Stevens, P.E.*
 Paul A. Stevens, P.E.
 Kuna City Engineer

Date: 05/04/2021

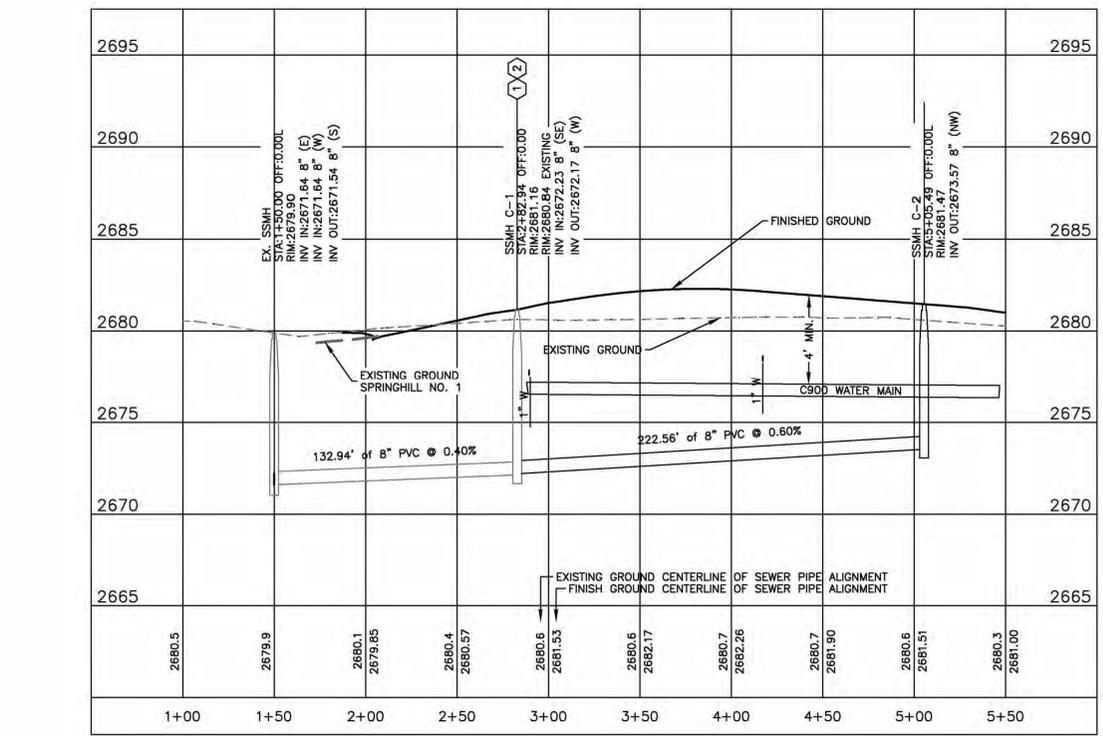
P:\19-187\CAD\CONSTRUCTION PLANS\19-187 SEWER.DWG, SCOTT BRILMAN, 4/12/2021, AUTOCAD PDF (GENERAL DOCUMENTATION).PC3, 2304 L (PDF)



SEWER ALIGNMENT W. MALAD RIVER ST./S. SUSHANA RIVER AVE. PLAN AND PROFILE



SEWER ALIGNMENT "C" W. CROOKED RIVER DR. PLAN AND PROFILE



SHEET NOTES

- SEE SHEET C1.1 FOR GENERAL AND SANITARY SEWER NOTES.
- STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
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KEYNOTES #

- CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- CONNECT TO EXISTING SEWER MANHOLE.

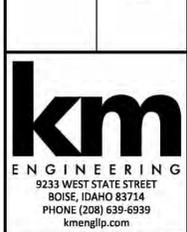


REVISIONS	
NO.	DATE
1	12.10.20
2	2/11/21
3	03/17/21
4	3/25/21
5	4/12/21

1. UTILITY MAIN/MAIN CROSSING MAINTAIN HORIZONTAL AND VERTICAL SEPARATION OF THE POTABLE WATER AND NON-POTABLE PIPELINES (SEWER, STORM DRAIN, IRRIGATION, AMENITY, ETC.). SEE GENERAL NOTE 7, SEWER NOTE 2 & UTILITY NOTE 5, SHEETS C1.1 AND C1.2 FOR MORE INFORMATION.

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SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
SEWER IMPROVEMENT PLANS
SEWER ALIGNMENT W. MALAD RIVER ST./S. SUSHANA RIVER AVE. PLAN AND PROFILE
SEWER ALIGNMENT "C" W. CROOKED RIVER DR. PLAN AND PROFILE

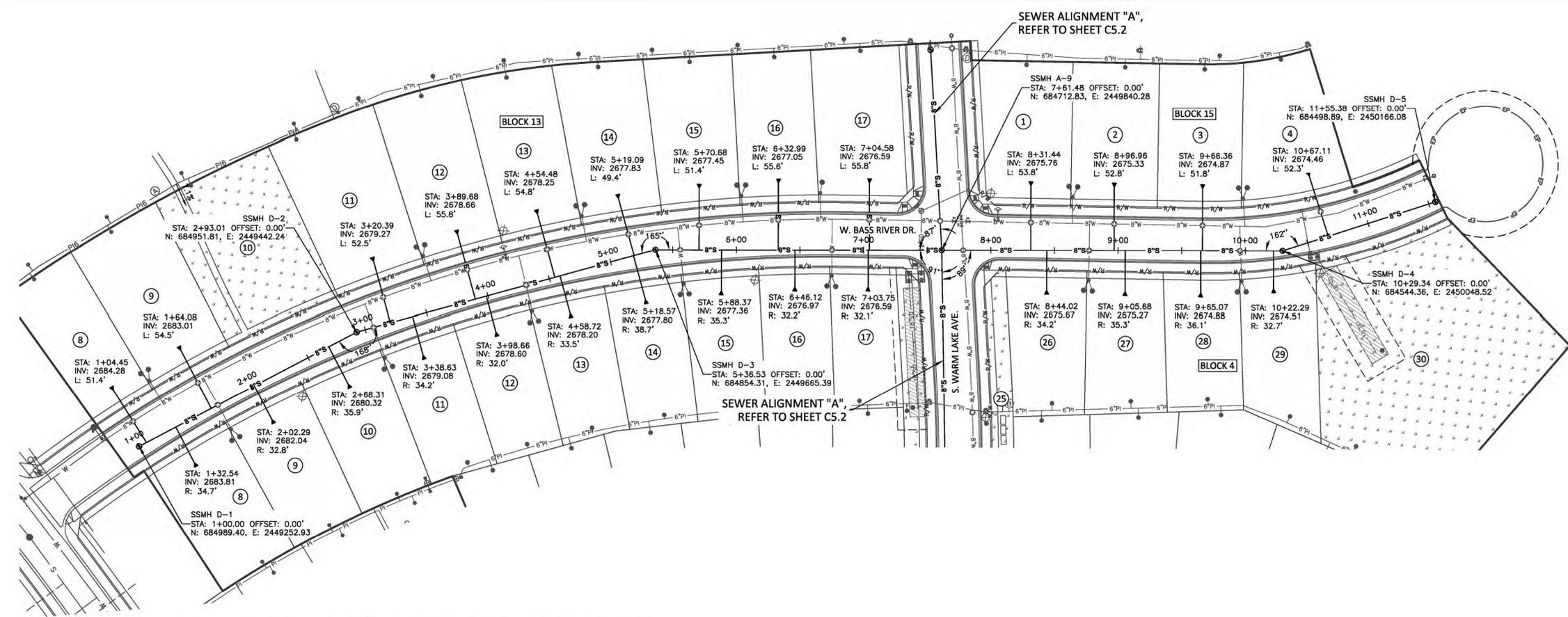


Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*
 Paul A. Stevens, P.E.
 Kuna City Engineer

Date: 05/04/2021

DESIGN BY: RSP
 DRAWN BY: NTM
 CHECKED BY: KPM
 DATE: 9.2.20
 PROJECT: 19-187
 SHEET NO. **C5.3**



SHEET NOTES

- SEE SHEET C1.1 FOR GENERAL AND SANITARY SEWER NOTES.
- STATIONING BASED ON SEWER ALIGNMENT CENTERLINE.
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REVISIONS

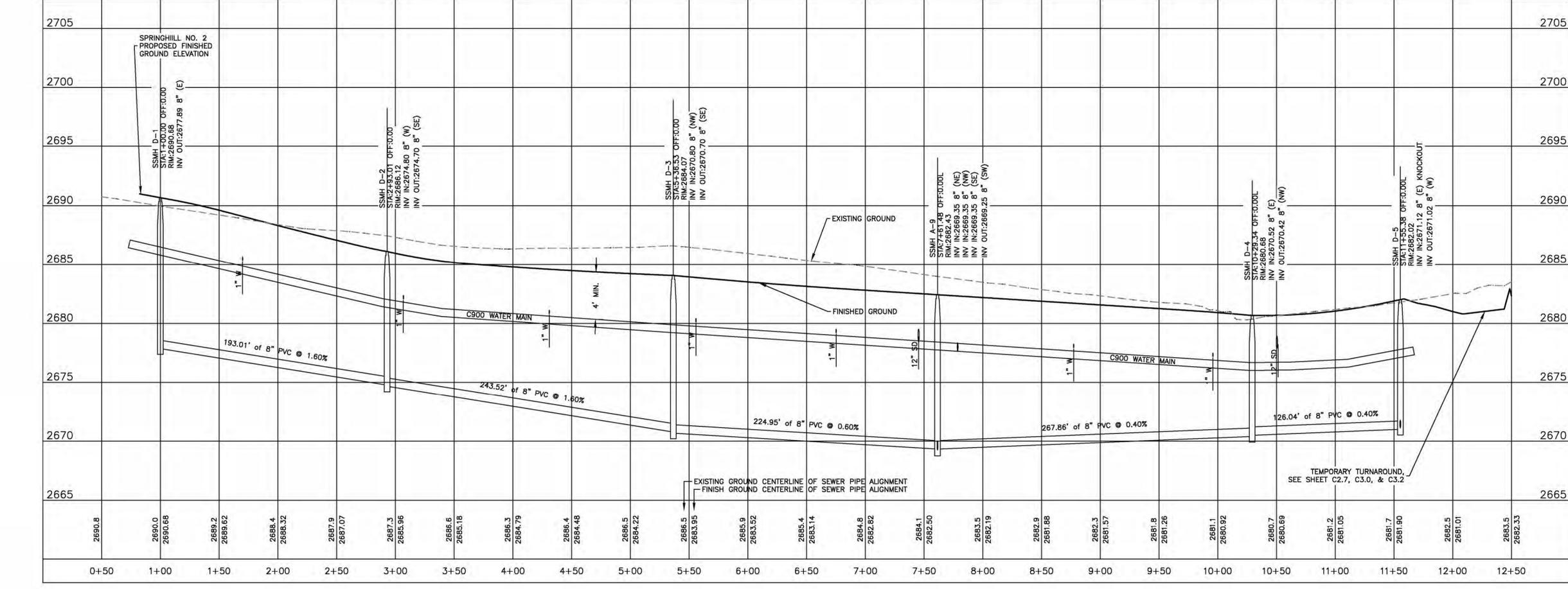
NO.	DATE	ITEM	REV PER AGENCY COMMENTS
1	12/10/20		REV PER AGENCY COMMENTS
2	2/11/21		REV PER AGENCY COMMENTS
3	05/17/21		REV PER KUNA COMMENTS
4	3/25/21		REV FOR TEMP. TURNAROUND
5	4/13/21		REV FOR TEMP. TURNAROUND SIGNAGE

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*
 Paul A. Stevens, P.E.
 Kuna City Engineer

Date: 05/04/2021

SEWER ALIGNMENT W. BASS RIVER DR. PLAN AND PROFILE



SPRINGHILL SUBDIVISION NO. 3
 KUNA, IDAHO

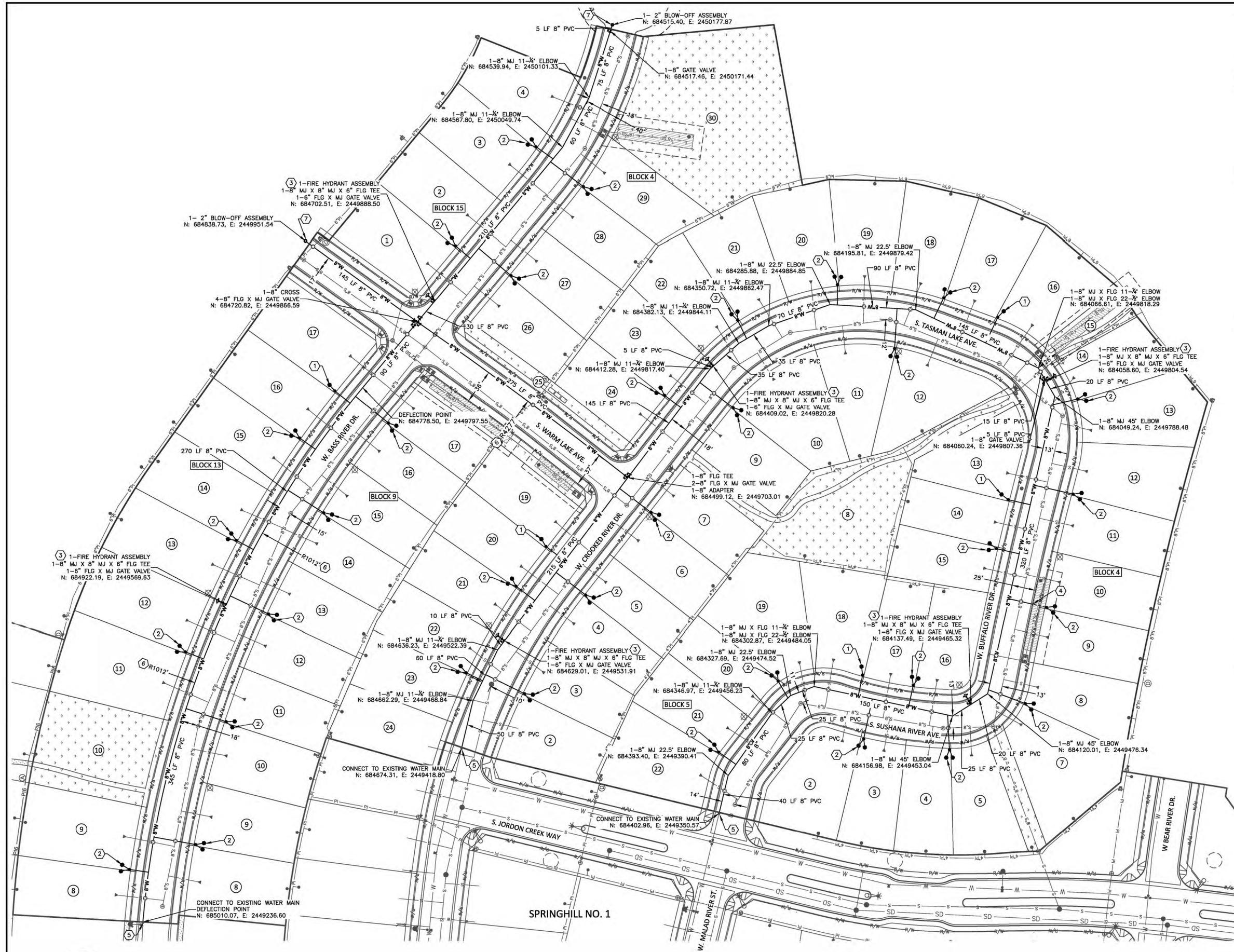
SEWER IMPROVEMENT PLANS
 SEWER ALIGNMENT W. BASS RIVER DR. PLAN AND PROFILE

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

DESIGN BY: RSP
 DRAWN BY: NTM
 CHECKED BY: KPM
 DATE: 9.2.20
 PROJECT: 19-187

SHEET NO. C5.4

P:\19-187\CAD\CONSTRUCTION PLANS\19-187 SEWER.DWG, SCOTT BRILMAN, 4/12/2021, AUTOCAD PDF (GENERAL DOCUMENTATION).PC3, 2304 L (PDF)



CIVIL ACRONYMS

STA: — ROAD STATION
 MJ — MECHANICAL JOINT
 FLG — FLANGE
 N: — NORTHING
 E: — EASTING
 L — STATION OFFSET LEFT
 R — STATION OFFSET RIGHT

SHEET NOTES

A. SEE SHEET C1.1 FOR GENERAL AND WATER NOTES.
 B. SEE SHEET C6.2 FOR WATER DETAILS.
 C. THRUST OR ANCHOR BLOCKS ARE REQUIRED AT ALL CHANGES OF DIRECTION PER CITY OF KUNA REQUIREMENTS.
 D. 8" WATER MAINS SHALL HAVE A MINIMUM OF 48" OF COVER DEPTH.

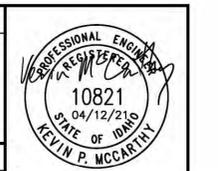
KEYNOTES

1. INSTALL SINGLE METERED SERVICE CONNECTION PER CITY OF KUNA STANDARD DRAWING K400-.75 AND KUNA STANDARD DETAIL K-409, PROVIDED SHEET C6.2.
 2. INSTALL DOUBLE METERED SERVICE CONNECTION PER CITY OF KUNA STANDARD DRAWING K400-.75 AND KUNA STANDARD DETAIL K-409, PROVIDED SHEET C6.2.
 3. INSTALL FIRE HYDRANT WITH STORZ FITTING PER KUNA STANDARD DRAWING K-404, PROVIDED SHEET C6.2.
 4. INSTALL SLEEVE FOR WATER SERVICE SEEPAGE BED CONFLICT PER ACHD STORM WATER DESIGN GUIDELINES STANDARD DRAWING DETAIL-07, PROVIDED SHEET C2.8.
 5. CONNECT TO EXISTING WATER MAIN.
 6. INSTALL HORIZONTAL WATER MAIN ALIGNMENT PER RADIUS SHOWN ON PLAN. MAXIMUM RADIUS OF THE PIPE DUE TO LONGITUDINAL BENDING SHALL EQUAL 400 FT OR GREATER PER CALCULATIONS BELOW. DEFLECTION OF THE JOINT IS NOT ALLOWED AND MAY CAUSE LEAKAGE.
 MANUFACTURER'S ALLOWABLE LONGITUDINAL BENDING RADIUS OR APPROVED EQUAL = 200 FT
 LENGTH OF ARC = $\pi \cdot R = 3.14 \cdot 200 \text{ FT} = 628 \text{ FT}$
 628 FT / 20 FT LENGTH OF PIPE = 31.4
 180° / 31.4 = 5.73° DEFLECTION (PER MANUFACTURER'S REQUIREMENTS, OR APPROVED EQUAL)
 CONTRACTOR SHALL VERIFY MANUFACTURER'S ALLOWABLE LONGITUDINAL BENDING RADIUS.
 7. INSTALL BLOW-OFF ASSEMBLY PER CITY OF KUNA STANDARD DRAWING K-405R, PROVIDED SHEET C6.2.

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*
 Paul A. Stevens, P.E.
 Kuna City Engineer

Date: 05/04/2021



REVISIONS

NO.	DATE	ITEM
1	12/10/20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND SIGNAGE
5	4/12/21	

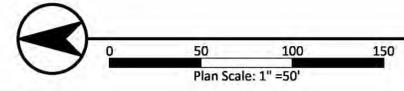
SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
WATER IMPROVEMENT PLAN

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

DESIGN BY: RSP
 DRAWN BY: NTM
 CHECKED BY: KPM
 DATE: 9.2.20
 PROJECT: 19-187

SHEET NO. C6.1

P:\19-187\CAD\CONSTRUCTION PLANS\19-187 WATER.DWG, 4/12/2021, AUTOCAD PDF (GENERAL DOCUMENTATION).PC3, 23034 L (PDF)



NOTES:

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
- WHEN CONSTRUCTING THIS BLOW-OFF AS TEMPORARY USE, INSTALL A 2' LENGTH OF PIPE INTO THE BELL END OF THE LAST LENGTH OF WATERMAIN

LEGEND:

- 2" THREADED COUPLING FEMALE X FEMALE ADAPTER
- 2" MALE ADAPTER CAP
- 2" THREADED GALVANIZED PIPE
- 2" DRAIN HOLE DRILLED PERPENDICULAR TO DRAIN LINE
- PRE-CAST CONCRETE BLOCKS WEDGED IN PLACE
- 2" THREADED GALVANIZED 90° ELBOW
- 2" GATE VALVE
- 2" THREADED GALVANIZED NIPPLE

NO. 12 COPPER FINDER WIRE (TO BE LAID ON TOP OF PIPE AND FASTENED EVERY 10' WITH DUCT TAPE)

WATERMAIN - SIZE VARIES

HAMMERHEAD THRUST BLOCK - 10.3 S.F. MINIMUM

2 - 3/4" RODS REQUIRED ON 6" DIA PIPE AND SMALLER, 4 - 3/4" RODS REQUIRED ON 6" AND LARGER

EYE-BOLTS

5 1/4" LID (TYLER NO. 6855) (SEE NOTE BELOW)

FINISHED GRADE

3 PIECE ADJUSTABLE CAST IRON VALVE BOX

6" CONCRETE COLLAR - CONCRETE COLLAR NOT NEEDED IN GRASSED AREAS

ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

CITY OF KUNA
(208) 287-1728
www.KunalD.gov

2" BLOW-OFF DETAIL (IN R/W)
WATER & PRESSURE IRRIGATION (TYPICAL)
TO BE USED ON MAINS <12" DIA
KUNA STANDARD DRAWING K-405R

v.11/9/2020

NOTES:

- HYDRANTS THAT ARE TO BE RELOCATED AS CALLED FOR ON THE PLAN VIEW SHALL BE REINSTALLED IN ACCORDANCE WITH THIS DETAIL. LOCATION TO BE SET IN ACCORDANCE WITH LOCAL STANDARDS OR AS DIRECTED BY THE ENGINEER.
- IF ALL AUXILIARY VALVES TO BE LOCATED AT THE TEE ON THE WATER MAIN AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER, WHERE EXISTING FITTINGS ARE NOT COMPATIBLE WITH NEW MAIN CONSTRUCTION, USE SUITABLE ADAPTERS OR NEW FITTINGS UPON APPROVAL BY THE ENGINEER.
- ALL ANCHORS AND BLOCKING TO BEAR AGAINST UNDISTURBED SOIL.
- IF WATER SERVICE TO HYDRANT IS TO COMMENCE PRIOR TO SETTING OF CONCRETE THRUST BLOCKING, USE A COMBINATION OF CONCRETE AND UNIFLANGE SERIES 1300 JOINT RESTRAINT.
- PLACE LOCATOR WIRE DIRECTLY ABOVE PIPE. SECURE FINDER WIRE UNDER (M) BOLT AT MARK.
- JOINT RESTRAINT DEVICES MAY BE USED AS AN ALTERNATE TO THRUST BLOCK WITH ENGINEER'S APPROVAL.
- ALL LOCATOR WIRE SPLICES SHALL USE PRO-TRACE DB CONNECTORS

- FIRE HYDRANT (PAINT IN ACCORDANCE WITH LOCAL STANDARDS)
- BREAK AWAY BOLTS
- END OF TRENCH, EDGE OF RIGHT-OF-WAY
- DRAIN - KEEP CLEAR
- CAST IN PLACE CONCRETE THRUST BLOCK (4 SQ. FT. OF THRUST BLOCK REQUIRED) (SEE NOTE D)
- 1" DRAIN ROCK EXTENDS 12" HORIZONTALLY FROM EACH SIDE OF CONCRETE BASE AND THRUST BLOCK AND VERTICALLY 2" ABOVE HYDRANT DRAIN WALL
- PRECAST CONCRETE BLOCK 1' X 1' X 6" THICK
- VALVE SUPPORT (PRECAST OR CAST IN PLACE)
- TEE (M X M X X FLANGE) WITH THRUST BLOCK
- 6" C.I. AUXILIARY VALVE (M X X FLANGE)
- CAST IRON VALVE BOX PER KUNA STANDARD DWG COK-400
- NO. 12 AWG. COPPER WIRE FINDER. SEE SD-514 FOR SPLICING (SEE NOTE E)
- 5 1/4" LOCKING LID (TYLER NO. 6855)
- 24" X 6" CONCRETE COLLAR WITH (2) #4 REBAR HOOPS
- FINISHED GRADE
- SIDEWALK
- MECHANICAL CONNECTION
- COVER DRAIN ROCK WITH FILTER FABRIC
- 6" DIAMETER PIPE

ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

CITY OF KUNA
(208) 287-1728
www.KunalD.gov

KUNA FIRE HYDRANT DETAIL
WITH STORZ ADAPTOR
KUNA STANDARD DRAWING K-404

v.11/9/2020

5 1/4" LID (TYLER NO. 6855) (SEE NOTE BELOW)

24" X 6" CONCRETE COLLAR - CONCRETE COLLAR NOT NEEDED IN GRASSED AREAS

FINISHED GRADE

3 PIECE ADJUSTABLE CAST IRON VALVE BOX

VALVE

NO. 12 COPPER FINDER WIRE (TO BE LAID ON TOP OF PIPE AND FASTENED EVERY 10' WITH DUCT TAPE)

MAIN LINE

ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

CITY OF KUNA
(208) 287-1728
www.KunalD.gov

WATER MAIN VALVE
MAIN LINE VALVE
KUNA STANDARD DRAWING K-406

v.11/9/2020

LEGEND:

- 6-#4 VERTICAL REBAR
- 6" LAP
- ANCHOR BOLT SIZES AND LOCATIONS PER MANUFACTURER'S SPECIFICATIONS
- 4" TO 6" STUBS
- INSULATED BUSHING REQUIRED WHEN CONDUIT IS USED PER MANUFACTURER'S SPECIFICATIONS
- PER MANUFACTURER'S SPECIFICATIONS
- SIDE WALK LINE OR GRADE LINE
- J-BOX
- 1" MINIMUM DIAMETER
- ANCHOR BOLTS WITH DOUBLE NUTS FOR PLUMBING POLE GALVANIZED, WITH (3) GALVANIZED NUTS AND (2) GALVANIZED WASHERS PER BOLT
- 4-#4 REBAR HOOPS
- C-3000 CONCRETE AS PER SECTION 700 ISPW/C
- USL-A01-D-U-T3-MA-BK - 57W INTERIOR - SUBDIVISION
- USL-A02-D-U-T3-MA-BK - 57W EXTERIOR - RW LIGHTS
- STEEL SQUARE STRAIGHT LIGHTING POLES - ASS25X411BL - 25" - 4" - 11 GAUGE - INTERIOR SUBDIVISION
- ASS33X4511BL - 30" - 5" - 11 GAUGE OR APPROVED EQUAL - EXTERIOR RW LIGHTS
- FUSE LOCATION
- WATER-TIGHT HANDHOLE
- BACKFILL TO BE COMPACTED TO 95% OF ASTM D698
- BLACK BACKGROUND WHITE NUMBER VINYL STICKERS 1-1/2" X 2-1/2"

NOTES:

- SEE ISPW/C FOR EXCAVATION, BACKFILLING AND CONSTRUCTION OF POLE FOUNDATION, WIRING, AND ACCEPTANCE OR REJECTION OF THE WORK
- GROUND POLE TO THE SERVICE POINT VIA #6 AWG BARE WIRE PER NATIONAL ELECTRICAL CODE
- #10 AWG WIRE FROM LUMINAIRE TO FUSE
- FOR GROUNDING DETAILS SEE-1117
- COLOR TEMPERATURE 3,000K TO 4,000K

SECTION B-B

SECTION A-A

BASE PLATE PER POLE SPECS

ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

CITY OF KUNA
(208) 287-1728
www.KunalD.gov

STANDARD METAL STREET LIGHT DETAIL
KUNA STANDARD DRAWING K-1116

v.11/9/2020

DOUBLE WATER METER BRANCH FITTING AND LOCATION
-NTS-

- 20" DIAMETER BY 36" TALL METER BOX (NOTCH FOR SERVICES)
- 1" CLASS 250 POLYETHYLENE SERVICE SDR 7 PIPE
- 1" BRANCH FITTING (ADAPTABLE TO ITEM #1)
- COPPER METER SETTER WITH LOCKABLE SHUT OFF VALVE AND ANGLE DUAL CARTRIDGE CHECK VALVE PART NUMBER PER APPROPRIATE SERVICE SIZE
- WATER METER (7" METER TYP.) FURNISHED BY CITY OF KUNA
- No. 12 TRACER WIRE - LOOPED TO WATERMAIN
- MARK SERVICE WITH 6" (MIN.) T-POST, BURIED 18"-24", PAINTED WITH BLUE MARKING PAINT
- FULL OPENING BALL VALVE BASED ON SERVICE SIZE
- STAMPED "W" IN FRONT OF WATER METER PIT

ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

CITY OF KUNA
(208) 287-1728
www.KunalD.gov

WATER SERVICE CONNECTION
WATER METER & PIT LAYOUT
KUNA STANDARD DRAWING K-409

v.11/9/2020

NOTES:

- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
- NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED
- SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS (TYPE CC)
- NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES.
- CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4' X 4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE A TRAFFIC RATED LID SET FLUSH WITH DRIVEWAY AND LID SHALL BE MARKED "WATER".
- SET OF METER LID TWO (2) INCHES ABOVE FINISHED GRADE EXCEPT AS NOTED IN NOTE "E"
- COPPERSETTERS MUST BE 7" (SHORT LAY) METER SETS
- INSTALL ONE (1) 20" X 1" DC FOAM PAD 1.2# FOR EVERY METER PIT INSTALLED
- PROVIDE ONE (1) FORD TEST PORT #RETRO-SS-20HC FOR THE CITY TO INSTALL. PREFERRED IN A SINGLE METER PIT IF APPLICABLE
- MARK SERVICE WITH T-POST, BURIED 18"-24", PAINTED WITH BLUE MARKING PAINT
- 30" UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER
- PACK JOINT COMPRESSION FITTING
- NO. 12 COPPER LOCATE/TRACER WIRE LOOPED BACK TO WATERMAIN
- 20" DIA X 36" DEEP METER BOX (NOTCH FOR SERVICE LINES)
- EPOXY COATED TAPPING SADDLE WITH STAINLESS STEEL BAND
- WATERMAIN (SIZE VARIES - 8" TYP.)
- USE 1" DIA. CLASS 250 POLYETHYLENE SDR 7 PIPE(TYP.) NO SPLICING IS ALLOWED
- SWIVEL IRON PIPE T-THREAD CONNECTION
- FULL OPENING 3/4" BALL VALVE
- PACK JOINT CURB STOP ADAPTER
- FUTURE 7" METER INSTALLED BY THE CITY OF KUNA
- FIRM UNDISTURBED EARTH OR COMPACTED SAND/GRAVEL
- DOUBLE PURPOSE COUPLING
- FORD VHC92-18W-11-33-AL WITH MALE CONNECTION
- VALVE PER ITEM #14
- DAL L2242 CAST IRON LID WITH TWO (2) RECESSED HOLES FOR DUAL SERVICE PITS AND ONE (1) RECESSED HOLE FOR SINGLE SERVICE METER PITS. 13 1/2" OPENING - 1 1/2" PENTAGONAL NUT
- CARTRIDGE CHECK VALVE FOR BACK-FLOW PREVENTION PER ITEM #14

NOTE: EXTEND 10' FROM METER BOX AND PROVIDE TEMPORARY PLUG (THREADED IN HIGH GROUNDWATER AREAS)

ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

CITY OF KUNA
(208) 287-1728
www.KunalD.gov

WATER SERVICE CONNECTION
STANDARD 5/8" X 3/4" WATER SERVICE
KUNA STANDARD DRAWING K400-.75

v.11/9/2020



NO.	DATE	REVISIONS
1	12/10/20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO

WATER IMPROVEMENT PLAN
DETAILS

km
ENGINEERING

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

DESIGN BY: RSP
DRAWN BY: NTM
CHECKED BY: KPM
DATE: 9.2.20
PROJECT: 19-187
SHEET NO. C6.2

P:\19-187\CAD\CONSTRUCTION\KUNA\19-187 WATER DETAILS\DWG\SCOTT PHILLAMAN_4/12/2021_AUTOCAD PDF (GENERAL DOCUMENTATION).PC3.22434.L [PDF]

Water, sewer and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*
Kuna City Engineer

Date: 05/04/2021

Plans Are Accepted For Public Street Construction

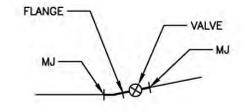
By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

By: *[Signature]* DATE: 5/3/2021
ADA COUNTY HIGHWAY DISTRICT

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *[Signature]*
Paul A. Stevens, P.E.
Kuna City Engineer

Date: 05/04/2021



TYPICAL STANDARD PI CROSSINGS

SHEET NOTES

- A. SEE SHEET C1.1 GENERAL, IRRIGATION, AND ACHD NOTES.
- B. SEE SHEET C7.1 FOR PRESSURE IRRIGATION DETAILS.
- C. ALL FITTINGS AND VALVES SHALL BE THE SAME SIZE AS THE LARGEST DIAMETER PIPE COMING INTO THE FITTING OR VALVE.
- D. ALL ROAD-CROSSINGS SHALL BE SLEEVED PER TYPICAL SLEEVED ROAD CROSSING DETAIL, SHEET C7.1.
- E. THRUST OR ANCHOR BLOCKS ARE REQUIRED AT ALL CHANGES OF DIRECTIONS PER ISPCW STANDARD DRAWING SD-403.
- F. THE PROPOSED PRESSURE IRRIGATION SYSTEM WILL BE OWNED, MAINTAINED, AND OPERATED BY THE CITY OF KUNA.
- G. ALL PRESSURE IRRIGATION MAIN LINE VALVES SHALL BE INSTALLED PER STANDARD DRAWING KIRR-01, PROVIDED SHEET C7.1.
- H. ELEVATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING OVERALL PI SYSTEM DRAINAGE PLAN AND POTABLE/NON-POTABLE SEPARATION REQUIREMENTS.

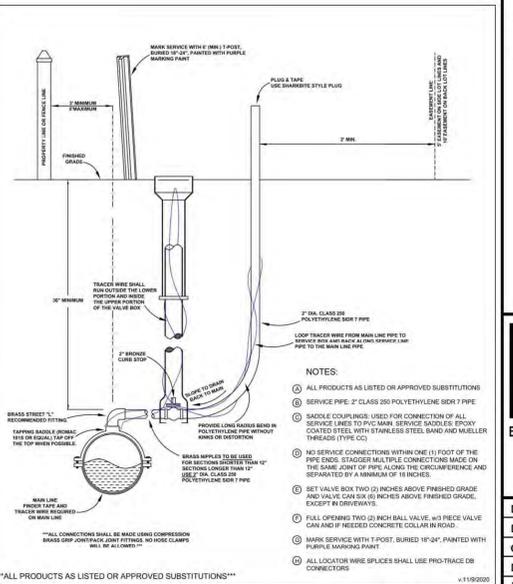
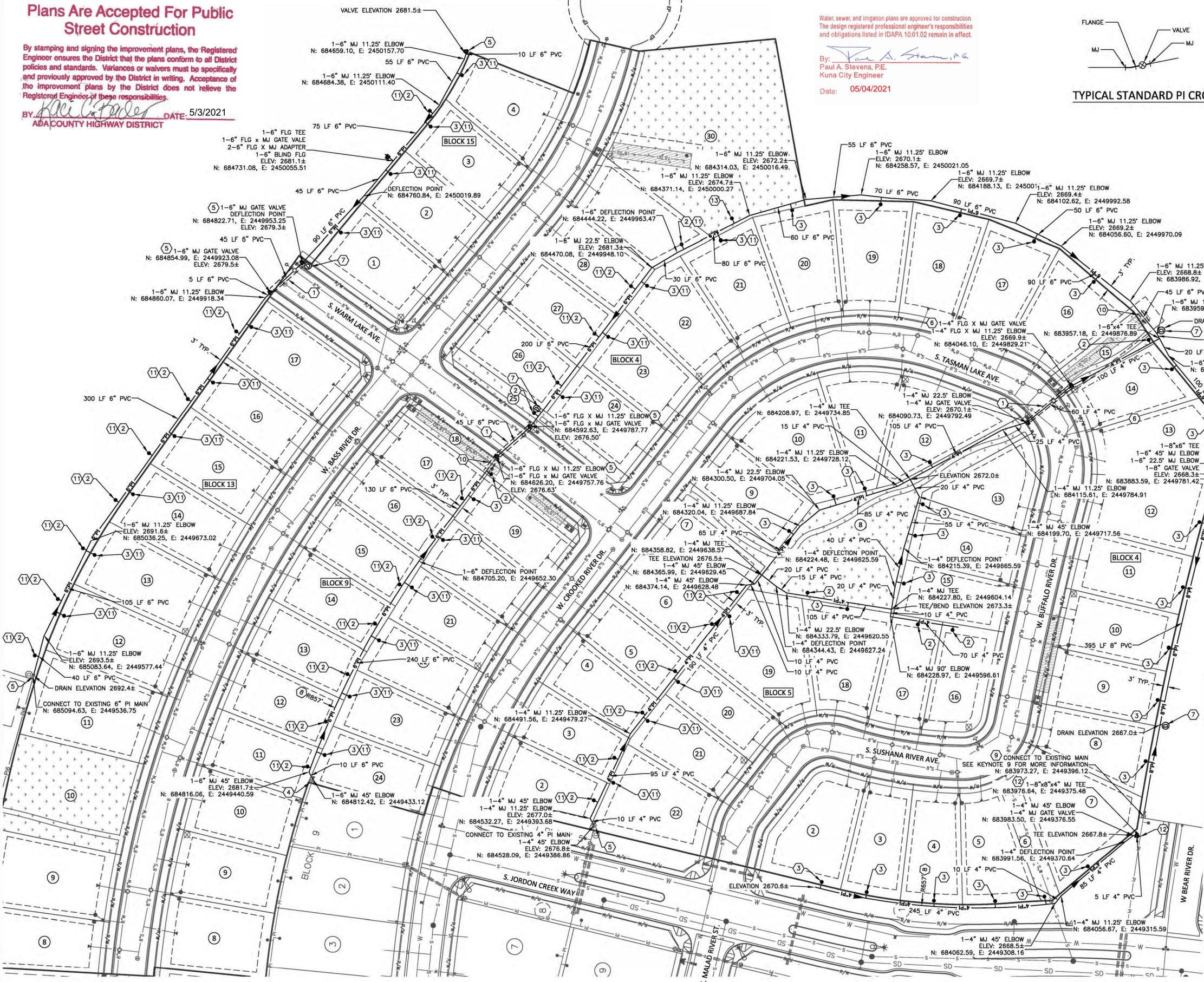
KEYNOTES (#)

- 1. UTILITY MAIN/MAIN CROSSING MAINTAIN HORIZONTAL AND VERTICAL SEPARATION OF THE POTABLE WATER AND NON-POTABLE PIPELINES (SEWER, STORM DRAIN, IRRIGATION, AMENITY, ETC.). SEE GENERAL NOTE 7, SEWER NOTE 2 & UTILITY NOTE 5, SHEETS C1.1 AND C1.2 FOR MORE INFORMATION.
- 2. UTILITY MAIN/SERVICE CROSSING MAINTAIN HORIZONTAL AND VERTICAL SEPARATION OF THE POTABLE WATER AND NON-POTABLE PIPELINES (SEWER, STORM DRAIN, IRRIGATION, AMENITY, ETC.). SEE UTILITY NOTE 6, SHEETS C1.2 FOR MORE INFORMATION.
- 3. INSTALL AWMA C-900 SLEEVE PER DETAIL, SHEET C7.1.
- 4. INSTALL PI SHORT-SIDE SERVICE PER STANDARD DRAWING K-901S, PROVIDED SHEET C7.2.
- 5. INSTALL PI LONG SERVICE PER STANDARD DRAWING K-901L, PROVIDED SHEET C7.2.
- 6. CONNECT TO EXISTING PI MAIN.
- 7. INSTALL 6-INCH GATE VALVE.
- 8. INSTALL 4-INCH GATE VALVE.
- 9. INSTALL DRAIN VALVE PER STANDARD DRAWING K-904, PROVIDED SHEET C7.2.
- 10. INSTALL HORIZONTAL PRESSURE IRRIGATION MAIN ALIGNMENT PER RADIUS SHOWN ON PLAN. MAXIMUM RADIUS OF THE PIPE DUE TO LONGITUDINAL BENDING SHALL EQUAL 400 FT OR GREATER PER CALCULATIONS BELOW. DEFLECTION OF THE JOINT IS NOT ALLOWED AND MAY CAUSE LEAKAGE.
 $180/31.4 = 5.73^\circ$ DEFLECTION (PER MANUFACTURER'S REQUIREMENTS, OR APPROVED EQUAL)
- 11. CONTRACTOR SHALL VERIFY MANUFACTURER'S ALLOWABLE LONGITUDINAL BENDING RADIUS.
- 12. REMOVE EXISTING VALVE AND REPLACE WITH 8" X 4" TEE WITH 4" 11.25" AND 22.5" BEND.
- 13. CONTRACTOR TO COORDINATE WITH OWNER REGARDING LOCATION AND ELEVATION OF PI SERVICES IN UPPER AND LOWER LOTS. SEE SHEETS C3.0-C3.2 FOR MORE INFORMATION.
- 14. INSTALL 8X8X4 TEE IN EXISTING PRESSURE IRRIGATION PIPE. CONTRACTOR TO VERIFY SIZE AND LOCATION OF PIPE PRIOR TO CONSTRUCTION.
- 15. INSTALL 2" PI SHORT-SIDE SERVICE PER STANDARD DRAWING K-902, PROVIDED SHEET C7.1.



NO.	DATE	REVISIONS
1	12/10/20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND SIGNAGE
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE

SPRINGHILL SUBDIVISION NO. 3 KUNA, IDAHO IRRIGATION IMPROVEMENT PLANS



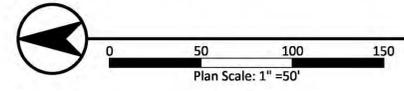
NOTES:

- 1. ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS
- 2. SERVICE PIPE: 2" CLASS 200 POLYETHYLENE SDR 7 PIPE
- 3. SADDLE COUPLINGS: USED FOR CONNECTION OF ALL POLYETHYLENE PIPE TO PVC MAIN. SERVICE SADDLE IS STAINLESS STEEL WITH STAINLESS STEEL BAND AND MULLER THREADED INSERT (SEE C7.1)
- 4. NO SERVICE CONNECTIONS WITHIN ONE (1) FOOT OF THE PIPE END. SERVICE MULTIPLE CONNECTIONS MAKE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES.
- 5. SET VALVE BOX TWO (2) INCHES ABOVE FINISHED GRADE AND VALVE CAN SIX (6) INCHES ABOVE FINISHED GRADE, EXCEPT AS NOTED.
- 6. FALL OPERATED TWO (2) INCH BALL VALVE. USE PRECISE VALVE CAN AND IF NEEDED CONCRETE COLLAR IN ROAD.
- 7. MARK SERVICE WITH 1" SPOT BURIED 10" x 4" WITH PURPLE MARKING PAINT
- 8. ALL LOCATOR WIRE SPIRES SHALL USE PROGRADE DR CONNECTIONS

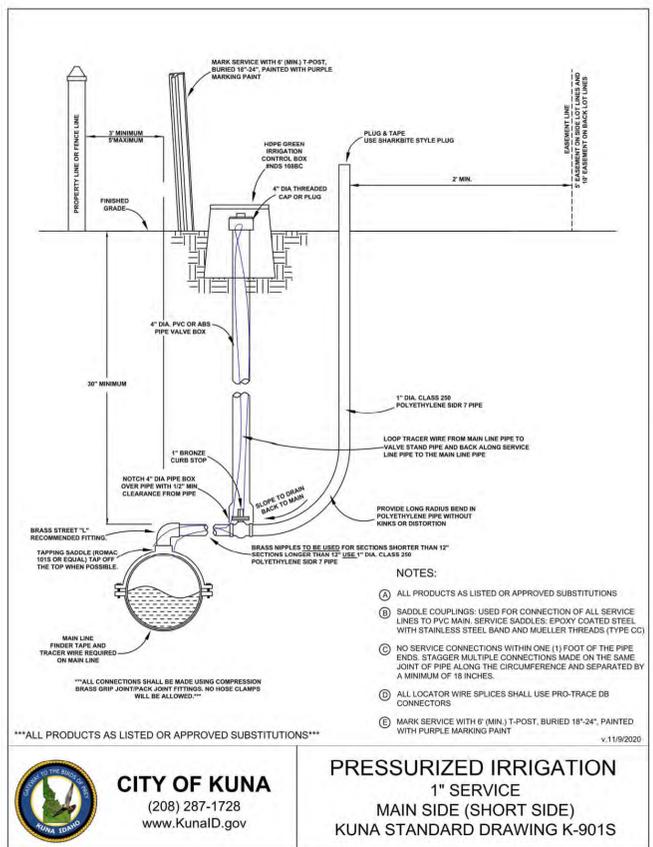
CITY OF KUNA
(208) 287-1728
www.KunaID.gov

PRESSURIZED IRRIGATION
2" SERVICE
MAIN SIDE (SHORT SIDE)
KUNA STANDARD DRAWING K-902

DESIGN BY: RSP
DRAWN BY: NTM
CHECKED BY: KPM
DATE: 9.2.20
PROJECT: 19-187
SHEET NO. C7.1

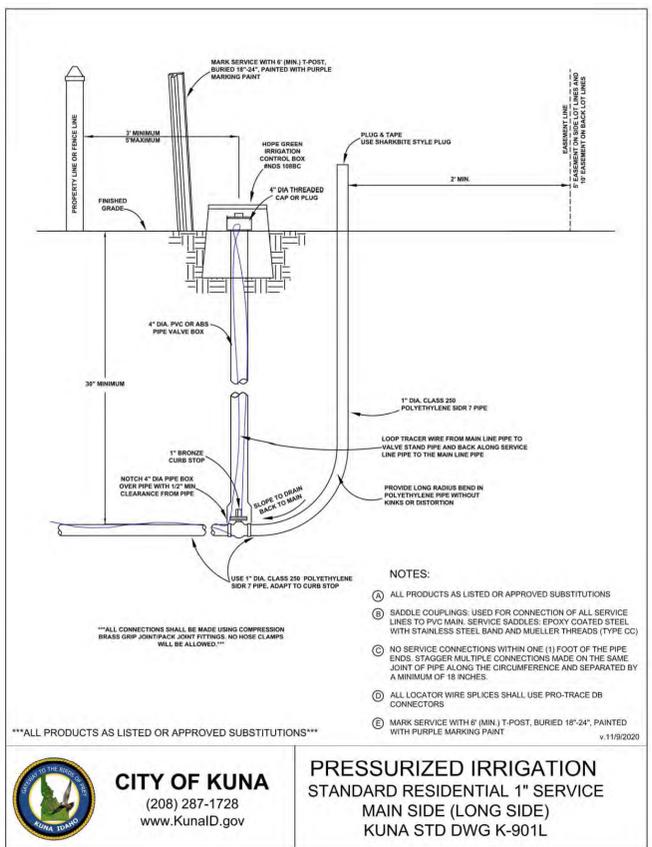


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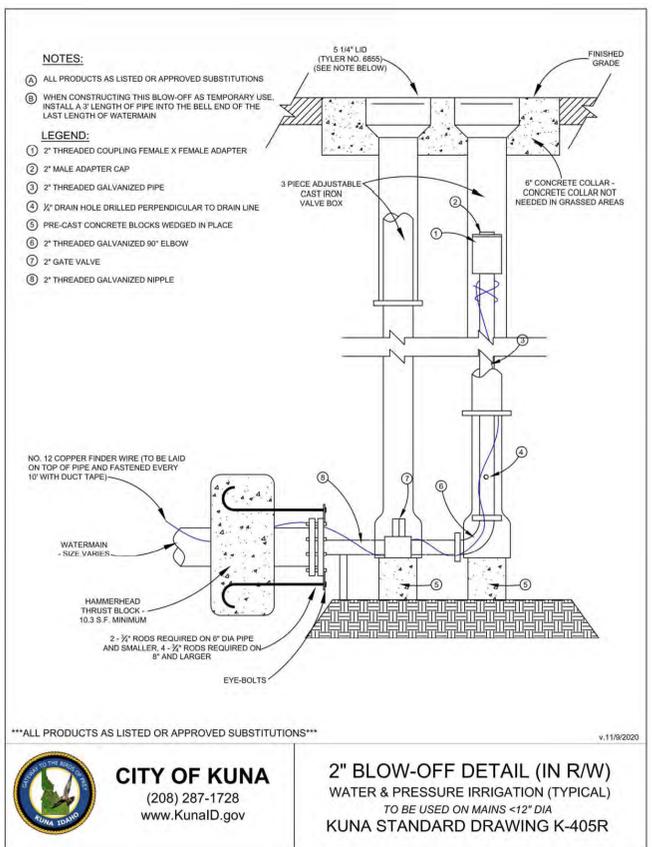
CITY OF KUNA
(208) 287-1728
www.KunaID.gov

PRESSURIZED IRRIGATION 1" SERVICE MAIN SIDE (SHORT SIDE)
KUNA STANDARD DRAWING K-901S



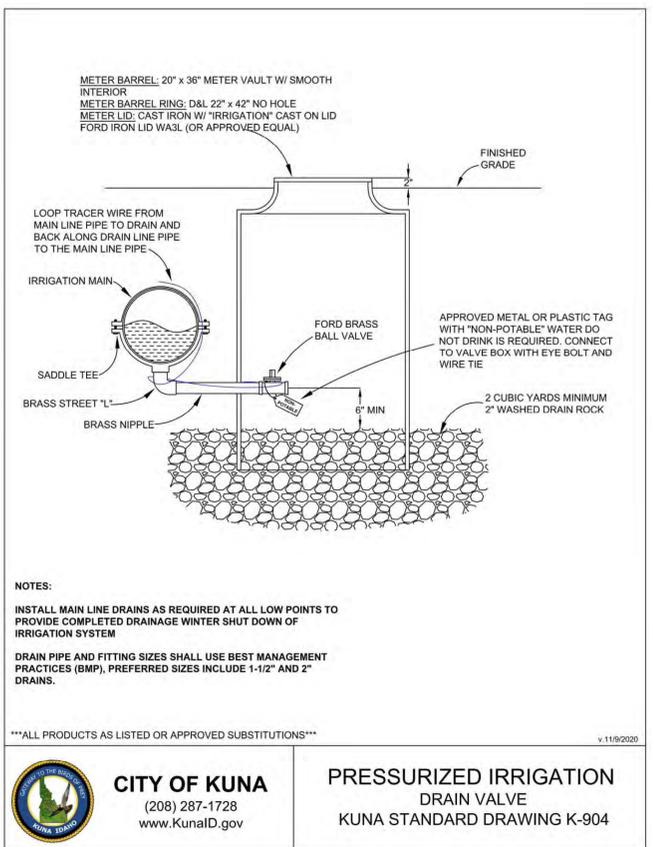
CITY OF KUNA
(208) 287-1728
www.KunaID.gov

PRESSURIZED IRRIGATION STANDARD RESIDENTIAL 1" SERVICE MAIN SIDE (LONG SIDE)
KUNA STD DWG K-901L



CITY OF KUNA
(208) 287-1728
www.KunaID.gov

2" BLOW-OFF DETAIL (IN R/W) WATER & PRESSURE IRRIGATION (TYPICAL)
TO BE USED ON MAINS <12" DIA
KUNA STANDARD DRAWING K-405R

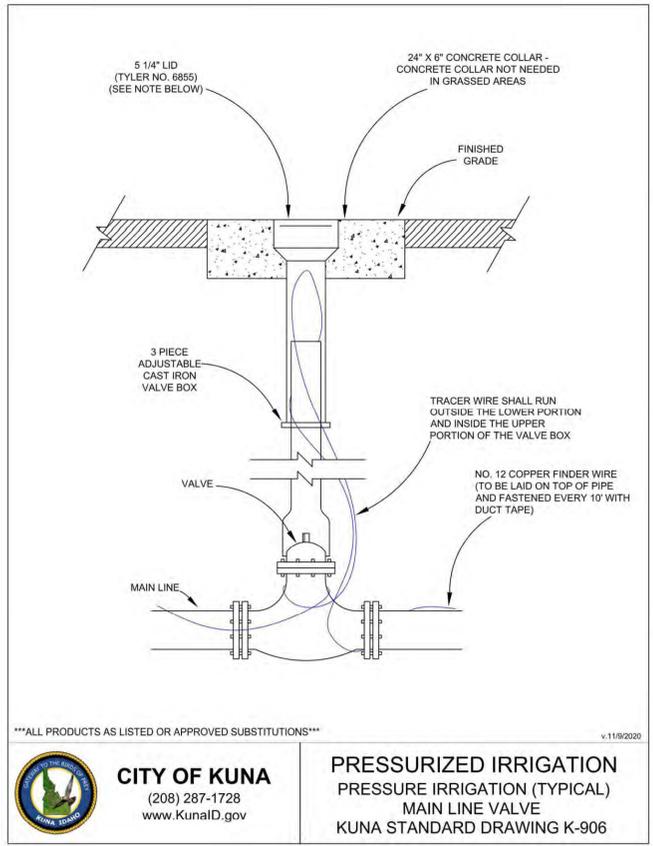


CITY OF KUNA
(208) 287-1728
www.KunaID.gov

PRESSURIZED IRRIGATION DRAIN VALVE
KUNA STANDARD DRAWING K-904

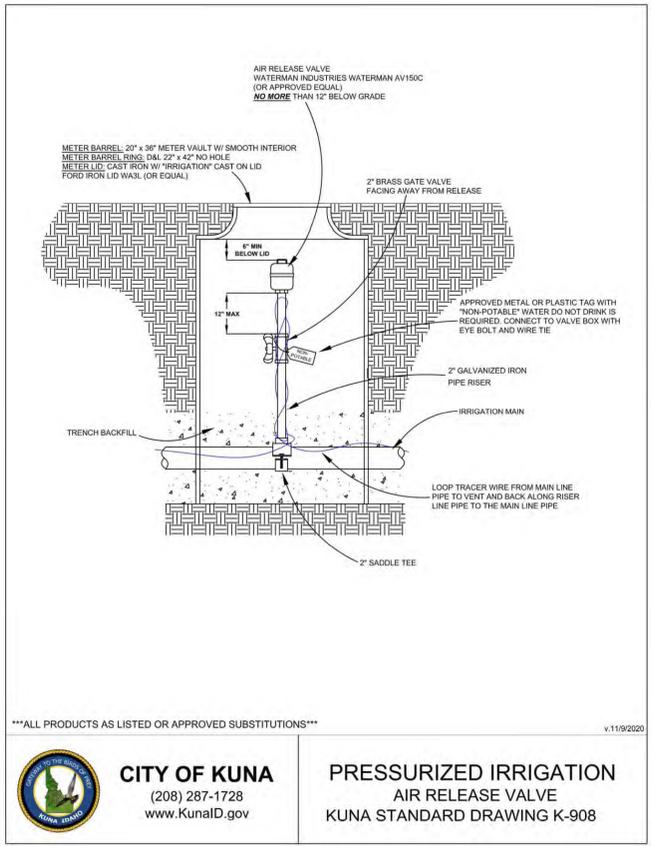


NO.	DATE	REVISIONS
1	12/10/20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
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4	3/25/21	REV FOR TEMP. TURNAROUND SIGNAGE
5	4/12/21	REV FOR TEMP. TURNAROUND SIGNAGE



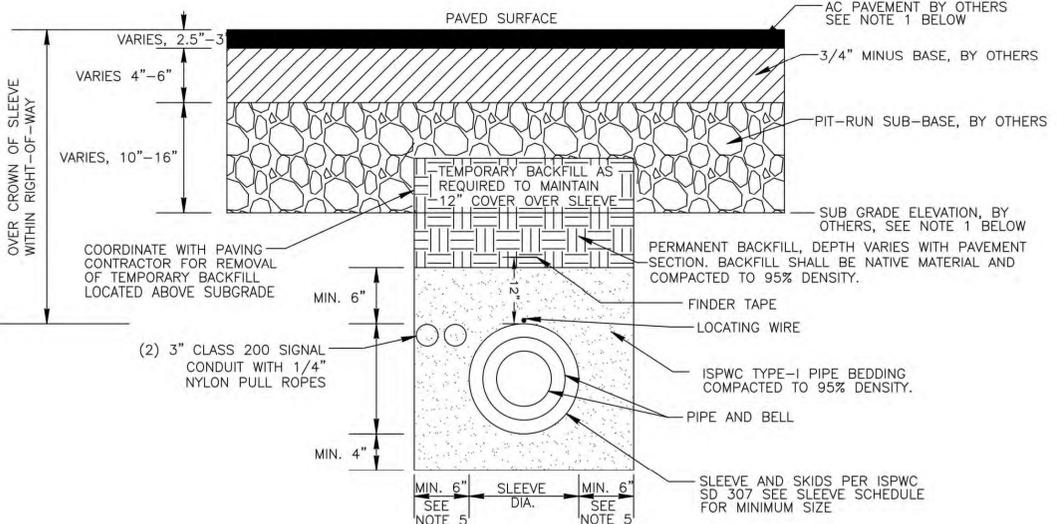
CITY OF KUNA
(208) 287-1728
www.KunaID.gov

PRESSURIZED IRRIGATION PRESSURE IRRIGATION (TYPICAL) MAIN LINE VALVE
KUNA STANDARD DRAWING K-906



CITY OF KUNA
(208) 287-1728
www.KunaID.gov

PRESSURIZED IRRIGATION AIR RELEASE VALVE
KUNA STANDARD DRAWING K-908



SLEEVE SCHEDULE (INCHES)

PIPE DIA.	PIPE BELL O.D.	SLEEVE MIN. DIA.	SLEEVE I.D.
3"	4.17"	6" PVC C900	6.31"
4"	5.36"	8" PVC C900	8.28"
6"	7.89"	10" PVC C900	10.16"
8"	10.27"	14" PVC C905	14.0"
10"	12.79"	16" PVC C905	15.92"
12"	15.17"	18" PVC C905	17.85"

NOTES:

- SLEEVE SCHEDULE BASED ON 1 INCH MINIMUM CLEAR DISTANCE AROUND PIPE BELL.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR VERIFYING ACTUAL DIMENSIONS OF ALL PROPOSED MATERIALS AND SLEEVE SIZES REQUIRED FOR FIELD FIT.

- NOTES:**
- COORDINATE WITH PAVING CONTRACTOR TO INSTALL SLEEVE, SIGNAL CONDUIT, FINDER TAPE AND LOCATING WIRE PRIOR TO INSTALLATION OF ROAD SUB-BASE, ROAD BASE AND PAVEMENT.
 - SLEEVED ROAD CROSSING INSTALLATION REQUIREMENTS APPLY WITHIN THE FULL EXTENT OF RIGHT-OF-WAY PLUS SUFFICIENT SLEEVE LENGTH TO CLEAR SIDEWALK.
 - SLEEVED ROAD CROSSINGS SHALL COMPLY WITH ISPPWC SD-307 EXCEPT THAT SLEEVE SHALL BE CLASS 200 PVC PIPE, ADS N-12 OR ALUMINIZED CMP PIPE AS SPECIFIED IN SLEEVE SCHEDULE.
 - IN CASE OF CONFLICTS WITH OTHER UTILITIES, IRRIGATION SLEEVE SHALL CROSS BELOW OTHER UTILITIES.
 - INCREASE STATED DISTANCE AS REQUIRED TO MEET COMPACTION.
 - THE CONTRACTOR SHALL CONSTRUCT ALL ROAD CROSSINGS OF THE IRRIGATION PIPE AND POTABLE WATER PIPE IN ACCORDANCE WITH THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND I.S.P.W.C. SD-407.

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: *Paul A. Stevens, P.E.*
Paul A. Stevens, P.E.
Kuna City Engineer

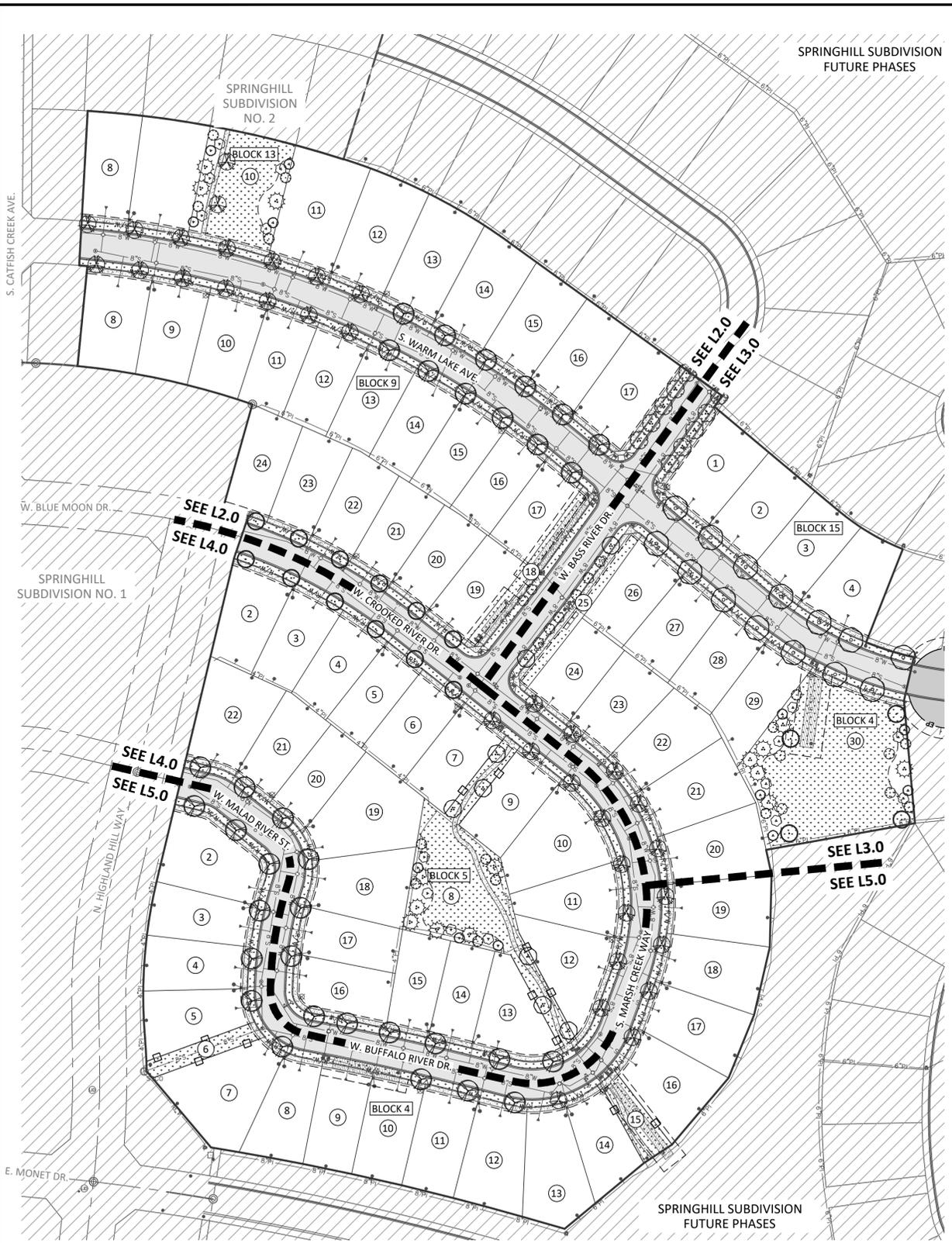
Date: 05/04/2021

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
IRRIGATION IMPROVEMENT PLANS
DETAILS

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

DESIGN BY: RSP
DRAWN BY: NTM
CHECKED BY: KPM
DATE: 9.2.20
PROJECT: 19-187
SHEET NO. C7.2

P:\19-187\CAD\CONSTRUCTION\KUNA\19-187_PL_DETAILS\DWG_SCOTT_PILLAYAN_4/12/2021_AUTOCAD_PDF (GENERAL DOCUMENTATION).PC3, 220x4 L [PDF]



LANDSCAPE SITE PLAN

0 80 160 240
Plan Scale: 1" = 80'

CONTACT INFORMATION

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EMAIL: ayensen@kmengllp.com

PLANT SCHEDULE

NOTE: SEE L3.0 FOR FULL PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME
	ACER GRISEUM PAPERBARK MAPLE
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH
	GLEDTISIA TRIACANTHOS 'SKYLINE' SKYLINE HONEY LOCUST
	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM EMERALD CITY TULIP TREE
	MALUS "SPRING SNOW" SPRING SNOW CRABAPPLE
	MALUS X 'PRAIRIFIRE' PRAIRIFIRE CRAB APPLE
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN
EVERGREEN TREES	BOTANICAL / COMMON NAME
	PICEA PUNGENS 'HOOPSI' HOOPSI BLUE SPRUCE
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE
	PINUS NIGRA AUSTRIAN BLACK PINE
SHRUBS	BOTANICAL / COMMON NAME
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST SHRUB
	CORNUS ALBA 'IVORY HALO' TM TATARIAN DOGWOOD
	PHYSOCARPUS OPULOLIFOLIUS 'SUMMER WINE' SUMMER WINE NINEBARK
GRASSES	BOTANICAL / COMMON NAME
	BOUTELLOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION'S BLUE GRAMMA GRASS
	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' STANDING OVATION LITTLE BLUESTEM
PERENNIALS	BOTANICAL / COMMON NAME
	RUBRICKIA FULGIDA 'GOLDSTRUM' GOLDSTRUM BLACK-EYED SUSAN
	SALVIA NEMOROSA 'MAY NIGHT' MAY NIGHT SAGE
SOD/SEED	BOTANICAL / COMMON NAME
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE

GENERAL LANDSCAPE NOTES

- VERIFICATION OF TOTAL LANDSCAPE MATERIAL QUANTITIES AS SHOWN ON THIS LANDSCAPE PLAN AND IN THE PLANT SCHEDULE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. IF QUANTITIES LISTED DO NOT CORRELATE WITH WHAT IS SHOWN ON THE PLAN, THE QUANTITIES SHOWN ON THE PLAN SHALL GOVERN. THIS INCLUDES, BUT IS NOT LIMITED TO TREE, SHRUB, ROCK, TOPSOIL, MULCH, SEED OR SOD, EDGING, AND DRIP LINE QUANTITIES.
- IMMEDIATELY AFTER AWARD OF CONTRACT, NOTIFY THE LANDSCAPE ARCHITECT OF AVAILABILITY OF SPECIFIED PLANT MATERIAL FROM COMMERCIAL NURSERIES. IF A SPECIFIED PLANT IS NOT AVAILABLE, THE LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS. SUCH CHANGES SHALL NOT ALTER THE ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
- CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1.800.342.1885. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
- PROVIDE REQUIRED SOIL EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF THE CONTRACT PERIOD. SHOULD THERE BE EXISTING SOIL EROSION CONDITIONS THAT REQUIRE MITIGATION, NOTIFY THE RESPONSIBLE PERSON IMMEDIATELY. FAILURE TO NOTIFY THE RESPONSIBLE PERSON IMPLIES ACCEPTANCE OF THE SITE IN ITS EXISTING CONDITION.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING ALL PLANTED AREAS. ALL DELETERIOUS MATERIAL SUCH AS ROCK, TRASH, CONSTRUCTION DEBRIS, AGGREGATE BASE MATERIAL, ASPHALT, ETC., SHALL BE REMOVED PRIOR TO ANY FILL OPERATIONS. FINISH GRADES TO BE SMOOTH AND EVEN. GRADIENTS TO REMOVE LOW AND HIGH POINTS AND TO PROVIDE POSITIVE DRAINAGE.
- FILL ALL PLANTING AREAS WITH CLEAN EARTHEN FILL, AS PER SPECIFICATIONS. SOIL SHALL BE FREE OF HEAVY, STIFF CLAY AND ANY DELETERIOUS MATERIAL OVER ONE INCH IN SIZE. REUSE EXISTING SURFACE TOPSOIL IF AVAILABLE.
- TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS, OR OTHER FOREIGN MATERIALS AND A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTORS ARE RESPONSIBLE TO EITHER: PROVIDE APPROVED IMPORTED TOPSOIL OR, AMEND THE ON-SITE TOPSOIL.
- TOPSOIL DEPTHS SHALL BE AS FOLLOWS (WHERE APPLICABLE): LAWN AREAS - 6" MIN.; PLANTER BEDS - 12" MIN.; CURB ISLANDS - 18" MIN. ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE.
- FINISH GRADES FOR LANDSCAPE AREAS TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. SLOPES FOR TURF AREAS SHALL NOT EXCEED 3:1.
- PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS AND SHALL OCCUR AFTER TOPSOIL PLACEMENT AND PRIOR TO INSTALLATION OF PLANT MATERIALS AND MULCH.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN HEALTHY GROWING CONDITION.
- ALL WRAPPING MATERIAL SHALL BE CUT AND REMOVED FROM AROUND THE UPPER PORTION OF THE ROOT BALL. METAL BASKET WIRES AND BURLAP SHALL BE PULLED BACK AND TUCKED UNDER THE EDGES OF THE SAUCER RINGS ON ALL TREES AND LARGE SHRUBS. ALL SYNTHETIC BURLAP SHALL BE REMOVED FROM ROOT BALLS PRIOR TO BACKFILLING.
- 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 HEALTHY CONDITION IMMEDIATELY WITH COMPARABLE SIZE AND SPECIES AT NO COST TO THE OWNER.
- FERTILIZE ALL TREES AND SHRUBS WITH AGRIFORM PLANTING TABLETS. QUANTITY PER MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR'S MAINTENANCE SHALL INCLUDE:
 - PRUNING, CULTIVATING, WEEDING, WATERING, AND APPLICATION OF APPROPRIATE INSECTICIDES AND FUNGICIDES NECESSARY TO MAINTAIN PLANTS FREE OF INSECTS AND DISEASE UNTIL FINAL ACCEPTANCE BY OWNER.
 - RE-SET SETTLED PLANTS TO A PROPER GRADE AND POSITION.
 - RESTORE PLANTING SAUCER AND ADJACENT MATERIAL AND REMOVE AND REPLACE DEAD MATERIAL.
 - TIGHTEN AND REPAIR GUY WIRES AND STAKES AS REQUIRED ONLY IF ORIGINALLY NEEDED.
 - CORRECT DEFECTIVE WORK AS SOON AS POSSIBLE AFTER DEFICIENCIES BECOMES APPARENT AND WEATHER AND SEASON PERMIT.

GENERAL IRRIGATION NOTES

- NO GUARANTEE IS MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN, OR SHOWN CORRECTLY. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR IS RESPONSIBLE TO FURNISH AND INSTALL A COMPLETE IRRIGATION SYSTEM WHICH PROVIDES ADEQUATE WATER COVERAGE TO ALL LAWN AND PLANTING AREAS. THE WORK SHALL CONSIST OF PROVIDING AND INSTALLING ALL MATERIALS NECESSARY FOR A COMPLETE SYSTEM INCLUDING POINT OF CONNECTION, PIPE, VALVES, FITTINGS, HEADS, AUTOMATIC CONTROLS, AND ALL ASSOCIATED LABOR. THE CONTRACTOR SHALL FURNISH THE ARCHITECT WITH A SHOP DRAWING SHOWING THE DESIGN LAYOUT, PIPE SIZE AND TYPE, VALVE LOCATIONS AND TYPE, HEAD LOCATIONS AND TYPE, CONTROLLER LOCATION AND TYPE, WIRE SIZING, ETC... FOR APPROVAL PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED FOR THIS WORK
- ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS.
- INSTALLATION SHALL COMPLY WITH ALL NATIONAL, STATE, AND LOCAL LAWS AND ORDINANCES.
- POINT OF CONNECTION: COMPLY WITH REQUIREMENTS OF UTILITY SUPPLYING WATER FOR PREVENTION OF BACKFLOW AND BACK-SIPHONAGE.
- COVERAGE: THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
- MATCHED PRECIPITATION RATES: SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
- IRRIGATION DISTRICTS: SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON SEPARATE ZONES FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
- OVERSPRAY: SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.
- PRIOR TO COMMENCING WORK, CONTRACTOR TO CONFIRM PSI IS ADEQUATE TO FURNISH AND INSTALL A COMPLETE IRRIGATION SYSTEM WHICH PROVIDES ADEQUATE WATER COVERAGE TO ALL LAWN AND PLANTING AREAS. SHOULD THE PSI BE LESS THAN ADEQUATE, NOTIFY THE ARCHITECT IMMEDIATELY. IN THE EVENT THAT THE ARCHITECT IS NOT NOTIFIED PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY REVISIONS.
- WHERE APPLICABLE, LABEL ALL IRRIGATION RISERS, FAUCETS, VALVE BOXES, AND VAULTS WITH DURABLE TAGS CARRYING THE WARNING "DANGER-UNSAFE WATER OR NON-POTABLE WATER."
- INSTALL ALL PIPING AND VALVES IN PLANTING AREAS WHERE POSSIBLE, AND LOCATE ELECTRIC CONTROL AND QUICK COUPLING VALVES IN GROUND COVER/SHRUB AREAS, 6" TO 12" AWAY FROM EDGE OF PAVEMENT FOR EASE OF ACCESS.
- PROVIDE UNDERGROUND IRRIGATION SYSTEM AS A COMPLETE UNIT PRODUCED BY A SINGLE ACCEPTABLE MANUFACTURER, INCLUDING HEADS, VALVES, CONTROLS, AND ACCESSORIES.
- A MIN. OF 4" POP-UPS ARE TO BE USED IN ALL LAWN AREAS. DRIP IRRIGATION TO BE USED IN ALL PLANTER BEDS.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE TO SIZE CIRCUIT PIPING. WATER VELOCITY IN ALL PIPES SHALL NOT EXCEED FIVE FEET PER SECOND. MINIMUM PIPE SIZE TO BE 1".
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING SLEEVES UNDER ALL ROADWAY, PARKING, AND WALKWAY SURFACES. EXTEND 6" MINIMUM BEYOND SURFACE EDGE. IDENTIFY ENDPOINTS OF SLEEVING.
- ALL IRRIGATION HEADS LOCATED ADJACENT TO ROAD SURFACES NOT PROTECTED BY A VERTICAL CONCRETE CURB SHALL BE PLACED 18" FROM THE EDGE OF THE ROAD SURFACE.
- WHERE APPLICABLE, CONTRACTOR IS RESPONSIBLE TO PROVIDE 120 VOLT POWER AND ALL REQUIRED CIRCUITS FROM THE ELECTRICAL PANEL TO THE IRRIGATION CONTROLLER. SIZE WIRE AND CONDUIT AS REQUIRED.
- CONTRACTOR IS RESPONSIBLE TO REPAIR ALL EXISTING IRRIGATION COMPONENTS DAMAGED AS A RESULT OF NEW CONSTRUCTION, INCLUDING ADJACENT PROPERTIES. REPAIR INCLUDES BUT IS NOT LIMITED TO PIPING, VALVES, HEADS, DRIP COMPONENTS, CONTROL WIRES AND EQUIPMENT, AND SLEEVES. IF APPLICABLE, IRRIGATION CONTRACTOR SHALL ENSURE THAT THE EXISTING IRRIGATION SYSTEM REMAINS OPERABLE DURING CONSTRUCTION AND THAT FOLLOWING CONSTRUCTION, THE EXISTING IRRIGATION SYSTEM OPERATES AS GOOD, OR BETTER THAN EXISTED PRIOR TO THIS PROJECT.
- CONTRACTOR SHALL REPLACE, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS DAMAGED DURING EXECUTION OF THIS PROJECT OR DAMAGED DUE TO THE CONTRACTORS FAILURE TO MAINTAIN OPERATION OF THE EXISTING SYSTEM DURING THE COURSE OF CONSTRUCTION.
- LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR DISCREPANCIES BETWEEN DESIGN DRAWINGS AND ACTUAL SITE CHARACTERISTICS. CONTRACTOR SHALL FIELD VERIFY ALL INFORMATION PROVIDED ON DRAWINGS. CONTRACTOR SHALL STOP CONSTRUCTION AND CONTACT THE OWNER IMMEDIATELY FOR FURTHER DIRECTION IF DISCREPANCIES OCCUR.
- UPON COMPLETION, AND PRIOR TO FINAL PAYMENT, THE IRRIGATION CONTRACTOR SHALL PROVIDE A NEAT AND LEGIBLE AS-CONSTRUCTED IRRIGATION PLAN, AN OPERATION AND MAINTENANCE MANUAL, AND UP TO (8) HOURS OF ORIENTATION AND/OR TRAINING FOR THE OWNERS MAINTENANCE AND OPERATIONS STAFF.
- THE ENTIRE SYSTEM SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF IT'S ACCEPTANCE. REPAIR OR REPLACEMENT OF ANY DEFECTS OCCURRING WITHIN THAT YEAR SHALL BE COMPLETED PROMPTLY BY THE IRRIGATION CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL PROVIDE, AT NO ADDITIONAL COST TO THE OWNER, SPRING START UP AND WINTERIZATION DURING THE GUARANTEE PERIOD.

ACHD LANDSCAPE NOTES

- TREES SHALL NOT BE PLANTED WITHIN THE 10' CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
- SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.

OPEN SPACE TREE CALCULATIONS (1 TREE/1000SF)

BLOCK #	LOT #	LOT AREA (SF)	QUALIFIED OPEN SPACE	REQUIRED	PROVIDED
4	6	2,685	2,685	3.00	0.00 SEWER CONFLICT. TREES RELOCATED TO BLOCK 4 LOT 30
4	15	3,098	3,098	3.00	0.00 STORM DRAIN CONFLICT. TREES RELOCATED TO BLOCK 13 LOT 10
4	25	3,815	0	0.00	0.00
4	30	28,568	28,568	29.00	32.00
5	8	19,296	19,296	19.00	24.00
9	18	3,876	0	0.00	0.00
13	10	12,402	12,402	12.00	15.00
				66.00	71.00

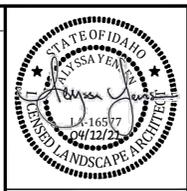
TOTAL OPEN SPACE TREES

STREET TREE CALCULATIONS (1 TREE PER 35 LF)

STREET NAME	CALCULATIONS	REQUIRED	TREES PROVIDED
W. BASS RIVER DR.	699 LF - 0 LF (0 DRIVES @ 26' LF) = 699 LF / 35	20	20
S. WARM LAKE AVE.	2,052 LF - 702 LF (27 DRIVES @ 26' LF) = 1,350 LF / 35	39	40
W. CROOKED RIVER DR.			
S. MARSH CREEK WAY	3,040 LF - 1,222 LF (47 DRIVES @ 26' LF) = 1,818 LF / 35	52	52
W. BUFFALO RIVER DR.			
W. MALAD RIVER DR.			

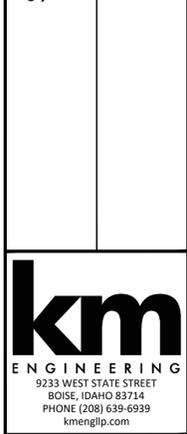
TOTAL STREET TREES

111	112
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REVISIONS	
NO.	DATE
1	12.10.20
2	2/11/21
3	03/17/21
4	3/25/21
5	4/6/21

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
LANDSCAPE SITE PLAN



DESIGN BY: KAP
DRAWN BY: KAP
CHECKED BY: AY
DATE: 9.2.20
PROJECT: 19-187
SHEET NO. L1.0



PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME
	ACER GRISEUM PAPERBARK MAPLE
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH
	GLEDITSIA TRIACANTHOS 'SKYLINE' SKYLINE HONEY LOCUST
	LIRIODENDRON TULIPIFERA 'EMERALD CITY'™ EMERALD CITY TULIP TREE
	MALUS 'SPRING SNOW' SPRING SNOW CRABAPPLE
	MALUS X 'PRAIRIFIRE' PRAIRIFIRE CRAB APPLE
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN
EVERGREEN TREES	BOTANICAL / COMMON NAME
	PICEA PUNGENS 'HOOPSI' HOOPSI BLUE SPRUCE
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE
	PINUS NIGRA AUSTRIAN BLACK PINE
SHRUBS	BOTANICAL / COMMON NAME
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST SHRUB
	CORNUS ALBA 'IVORY HALO'™ TATARIAN DOGWOOD
	PHYSOCARPUS OPULIFOLIUS 'SUMMER WINE' SUMMER WINE NINEBARK
GRASSES	BOTANICAL / COMMON NAME
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITIONS BLUE GRAMMA GRASS
	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATIO' STANDING OVATION LITTLE BLUESTEM
PERENNIALS	BOTANICAL / COMMON NAME
	RUDBECKIA FULGIDA 'GOLDSTRUM' GOLDSTRUM BLACK-EYED SUSAN
	SALVIA NEMOROSA 'MAY NIGHT' MAY NIGHT SAGE
SOD/SEED	BOTANICAL / COMMON NAME
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE

KEY NOTES (TYPICAL)

- INSTALL 3" DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
- 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
- ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH ORGANIC PERMABARK MULCH WITH PERMEABLE FABRIC WEED BARRIER. MATCH PREVIOUS PHASES. THE USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING AREAS IS PROHIBITED. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
- TREES PLANTED IN PARK STRIPS TO BE CENTERED IN STRIP.
- 10' ACHD FACILITY CLEAR ZONE. TREES SHALL NOT BE PLANTED WITHIN THE 10' CLEAR ZONE OF ALL ACHD STORM DRAIN PIPES, STRUCTURES, OR FACILITIES.
- INSTALL FLAT-BLADE SHOVEL EDGING AT INTERFACE OF SOD AND PLANTER BED. SEE L5.0-4.
- EXISTING LANDSCAPING AND IRRIGATION TO REMAIN. RETAIN, PROTECT, AND OR ADJUST AS SHOWN. CONTRACTOR SHALL FIELD VERIFY LIMITS OF DISTURBANCE AND PATCH BACK ALONG PHASE BOUNDARY AS NECESSARY. TRANSITION BETWEEN NEW AND EXISTING LANDSCAPE SHALL BE NON RECOGNIZABLE AND COHESIVE WHEN FINISHED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL EXISTING LANDSCAPE PLANTING AREAS AND IRRIGATION COMPONENTS DAMAGED AS A RESULT OF NEW CONSTRUCTION. THE CONTRACTOR SHALL ENSURE THAT THE EXISTING IRRIGATION SYSTEM REMAINS OPERABLE DURING CONSTRUCTION AND THAT FOLLOWING CONSTRUCTION, THE EXISTING IRRIGATION SYSTEM OPERATES AS GOOD, OR BETTER THAN EXISTED PRIOR TO THIS PROJECT. CONTRACTOR SHALL REPLACE, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS DAMAGED DURING EXECUTION OF THIS PROJECT OR DAMAGED DUE TO THE CONTRACTORS FAILURE TO MAINTAIN OPERATION OF THE EXISTING SYSTEM DURING THE COURSE OF CONSTRUCTION.
- 6' HEIGHT VINYL PRIVACY FENCE. SEE L5.0-2. MATCH PREVIOUS PHASES.
- 6' HEIGHT LATTICE TOP FENCE. SEE L5.0-3. MATCH PREVIOUS PHASES.
- 5' HEIGHT OPEN VISION METAL FENCE. SEE L5.0-5. MATCH PREVIOUS PHASES.
- MAIL BOX CLUSTERS. SEE CIVIL PLANS.



NO.	DATE	REVISIONS
1	12.10.20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/6/21	REV FOR TEMP. TURNAROUND SIGNAGE

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
LANDSCAPE PLAN



DESIGN BY:	KAP
DRAWN BY:	KAP
CHECKED BY:	AY
DATE:	9.2.20
PROJECT:	19-187
SHEET NO.	L2.0

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PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	ACER GRISEUM PAPERBARK MAPLE	2" CAL. B&B	25'X15'	CLASS I	15
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH	2" CAL. B&B	40'X20'	CLASS II	34
	GLEDITSIA TRIACANTHOS 'SKYLINE' SKYLINE HONEY LOCUST	2" CAL.	35'X30'	CLASS II	34
	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM EMERALD CITY TULIP TREE	2" CAL. B&B	55'X25'	CLASS II	16
	MALUS 'SPRING SNOW' SPRING SNOW CRABAPPLE	2" CAL. B&B	25'X20'	CLASS I	8
	MALUS X 'PRAIRIFIRE' PRAIRIFIRE CRAB APPLE	2" CAL. B&B	20'X20'	CLASS I	10
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR	2" CAL. B&B	35'X15'	CLASS II	12
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	2" CAL. B&B	45'X35'	CLASS II	14
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	PICEA PLUNGENS 'HOOPSII' HOOPSII BLUE SPRUCE	6'-8" B&B	35'X15'	EVERGREEN	12
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	14
	PINUS NIGRA AUSTRIAN BLACK PINE	6'-8" B&B	55'X35'	EVERGREEN	15
SHRUBS	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY	
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST SHRUB	2 GAL.	3'X3'	50	
	CORNUS ALBA 'IVORY HALO' TM TATARIAN DOGWOOD	2 GAL.	6'X6'	22	
	PHYSOCARPUS OPULIFOLIUS 'SUMMER WINE' SUMMER WINE NINEBARK	2 GAL.	5'X5'	11	
GRASSES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY	
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITIONS BLUE GRAMMA GRASS	1 GAL.	3'X3'	12	
	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' STANDING OVATION LITTLE BLUESTEM	1 GAL.	3'X3'	79	
PERENNIALS	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY	
	RUDBECKIA FULGIDA 'GOLDSTRUM' GOLDSTRUM BLACK-EYED SUSAN	1 GAL.	2'X2'	120	
	SALVIA NEMOROSA 'MAY NIGHT' MAY NIGHT SAGE	1 GAL.	2'X2'	57	
SOD/SEED	BOTANICAL / COMMON NAME	CONT	QTY		
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD	99,622 SF		

KEY NOTES (TYPICAL) (#)

- INSTALL 3" DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
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- EXISTING LANDSCAPING AND IRRIGATION TO REMAIN. RETAIN, PROTECT, AND OR ADJUST AS SHOWN. CONTRACTOR SHALL FIELD VERIFY LIMITS OF DISTURBANCE AND PATCH BACK ALONG PHASE BOUNDARY AS NECESSARY. TRANSITION BETWEEN NEW AND EXISTING LANDSCAPE SHALL BE NON-RECOGNIZABLE AND COHESIVE WHEN FINISHED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL EXISTING LANDSCAPE PLANTING AREAS AND IRRIGATION COMPONENTS DAMAGED AS A RESULT OF NEW CONSTRUCTION. THE CONTRACTOR SHALL ENSURE THAT THE EXISTING IRRIGATION SYSTEM REMAINS OPERABLE DURING CONSTRUCTION AND THAT FOLLOWING CONSTRUCTION, THE EXISTING IRRIGATION SYSTEM OPERATES AS GOOD, OR BETTER THAN EXISTED PRIOR TO THIS PROJECT. CONTRACTOR SHALL REPLACE, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS DAMAGED DURING EXECUTION OF THIS PROJECT OR DAMAGED DUE TO THE CONTRACTORS FAILURE TO MAINTAIN OPERATION OF THE EXISTING SYSTEM DURING THE COURSE OF CONSTRUCTION.
- 6" HEIGHT VINYL PRIVACY FENCE. SEE L5.0-2. MATCH PREVIOUS PHASES.
- 6" HEIGHT LATTICE TOP FENCE. SEE L5.0-3. MATCH PREVIOUS PHASES.
- 5" HEIGHT OPEN VISION METAL FENCE. SEE L5.0-5. MATCH PREVIOUS PHASES.
- MAIL BOX CLUSTERS. SEE CIVIL PLANS.

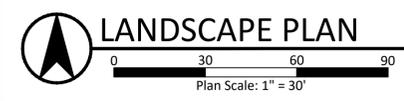
NO.	DATE	REVISIONS
1	12.10.20	REV PER AGENCY COMMENTS
2	2/11/21	REV PER AGENCY COMMENTS
3	03/17/21	REV PER KUNA COMMENTS
4	3/25/21	REV FOR TEMP. TURNAROUND
5	4/6/21	REV FOR TEMP. TURNAROUND SIGNAGE

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
LANDSCAPE PLAN

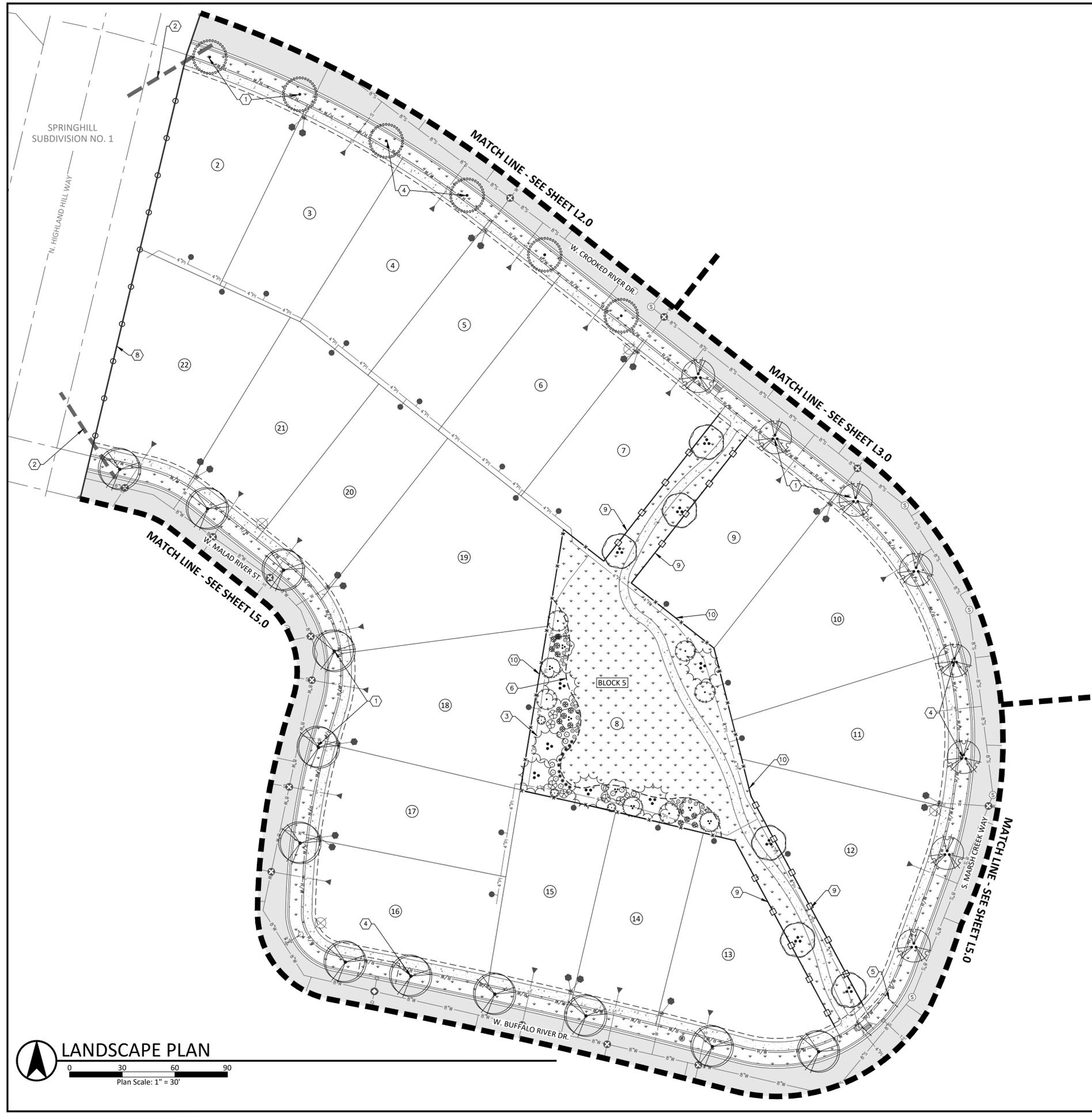


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DATE:	9.2.20
PROJECT:	19-187

SHEET NO.
L3.0



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PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	ACER GRISEUM PAPERBARK MAPLE	2" CAL. B&B	25'X15'	CLASS I	15
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH	2" CAL. B&B	40'X20'	CLASS II	34
	GLEDITSIA TRIACANTHOS 'SKYLINE' SKYLINE HONEY LOCUST	2" CAL.	35'X30'	CLASS II	34
	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM EMERALD CITY TULIP TREE	2" CAL. B&B	55'X25'	CLASS II	16
	MALUS 'SPRING SNOW' SPRING SNOW CRABAPPLE	2" CAL. B&B	25'X20'	CLASS I	8
	MALUS X 'PRAIRIFIRE' PRAIRIFIRE CRAB APPLE	2" CAL. B&B	20'X20'	CLASS I	10
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR	2" CAL. B&B	35'X15'	CLASS II	12
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	2" CAL. B&B	45'X35'	CLASS II	14
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	PICEA PLUNGENS 'HOOPSII' HOOPSII BLUE SPRUCE	6'-8" B&B	35'X15'	EVERGREEN	12
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	14
	PINUS NIGRA AUSTRIAN BLACK PINE	6'-8" B&B	55'X35'	EVERGREEN	15
SHRUBS	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY	
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST SHRUB	2 GAL.	3'X3'	50	
	CORNUS ALBA 'IVORY HALO' TM TATARIAN DOGWOOD	2 GAL.	6'X6'	22	
	PHYSOCARPUS OPULIFOLIUS 'SUMMER WINE' SUMMER WINE NINEBARK	2 GAL.	5'X5'	11	
GRASSES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY	
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITIONS BLUE GRAMMA GRASS	1 GAL.	3'X3'	12	
	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' STANDING OVATION LITTLE BLUESTEM	1 GAL.	3'X3'	79	
PERENNIALS	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY	
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SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
LANDSCAPE PLAN



DESIGN BY:	KAP
DRAWN BY:	KAP
CHECKED BY:	AY
DATE:	9.2.20
PROJECT:	19-187

SHEET NO. L4.0

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REVISIONS	
NO.	DATE
1	12.10.20
2	2/11/21
3	03/17/21
4	3/25/21
5	4/6/21

SPRINGHILL SUBDIVISION NO. 3
KUNA, IDAHO
LANDSCAPE PLAN

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

DESIGN BY:	KAP
DRAWN BY:	KAP
CHECKED BY:	AY
DATE:	9.2.20
PROJECT:	19-187

SHEET NO. L5.0

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME
	ACER GRISEUM PAPERBARK MAPLE
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH
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	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM EMERALD CITY TULIP TREE
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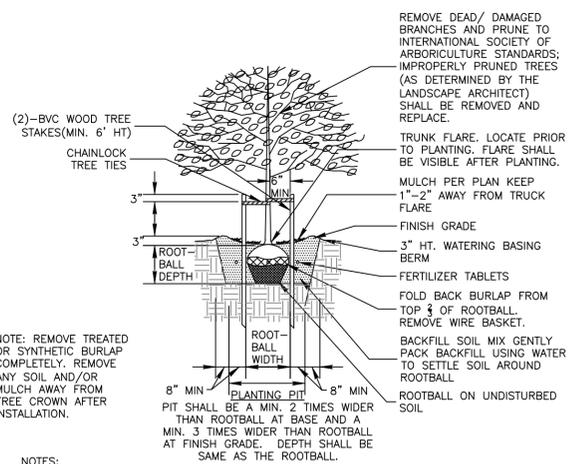
2 6-FOOT HEIGHT VINYL FENCE
NTS



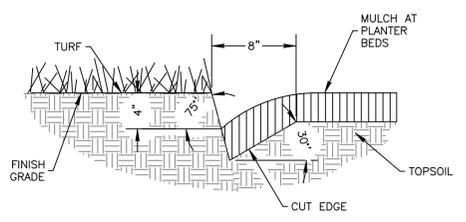
3 6-FOOT HEIGHT VINYL LATTICE FENCE
NTS



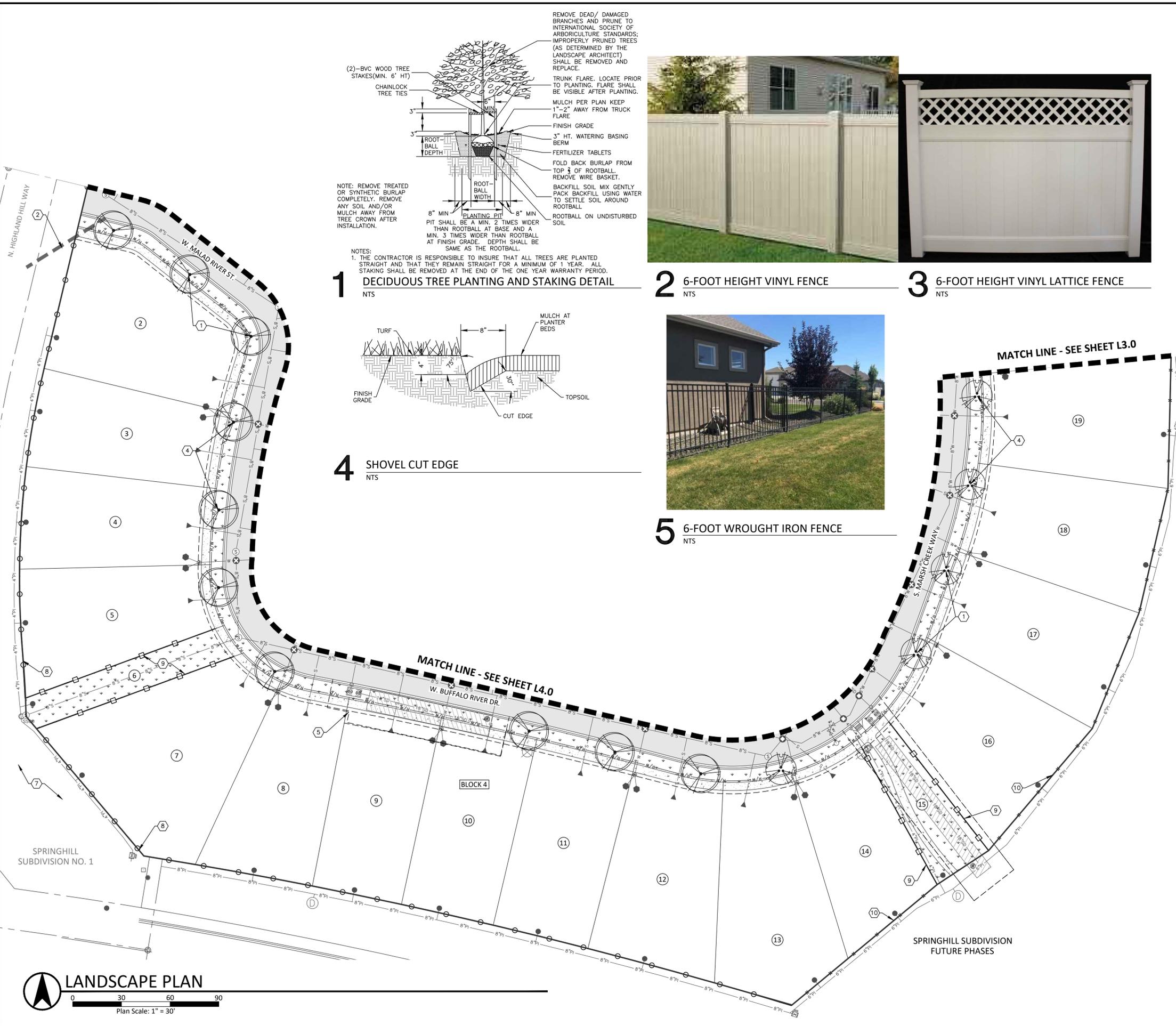
5 6-FOOT WROUGHT IRON FENCE
NTS



1 DECIDUOUS TREE PLANTING AND STAKING DETAIL
NTS



4 SHOVEL CUT EDGE
NTS



LANDSCAPE PLAN

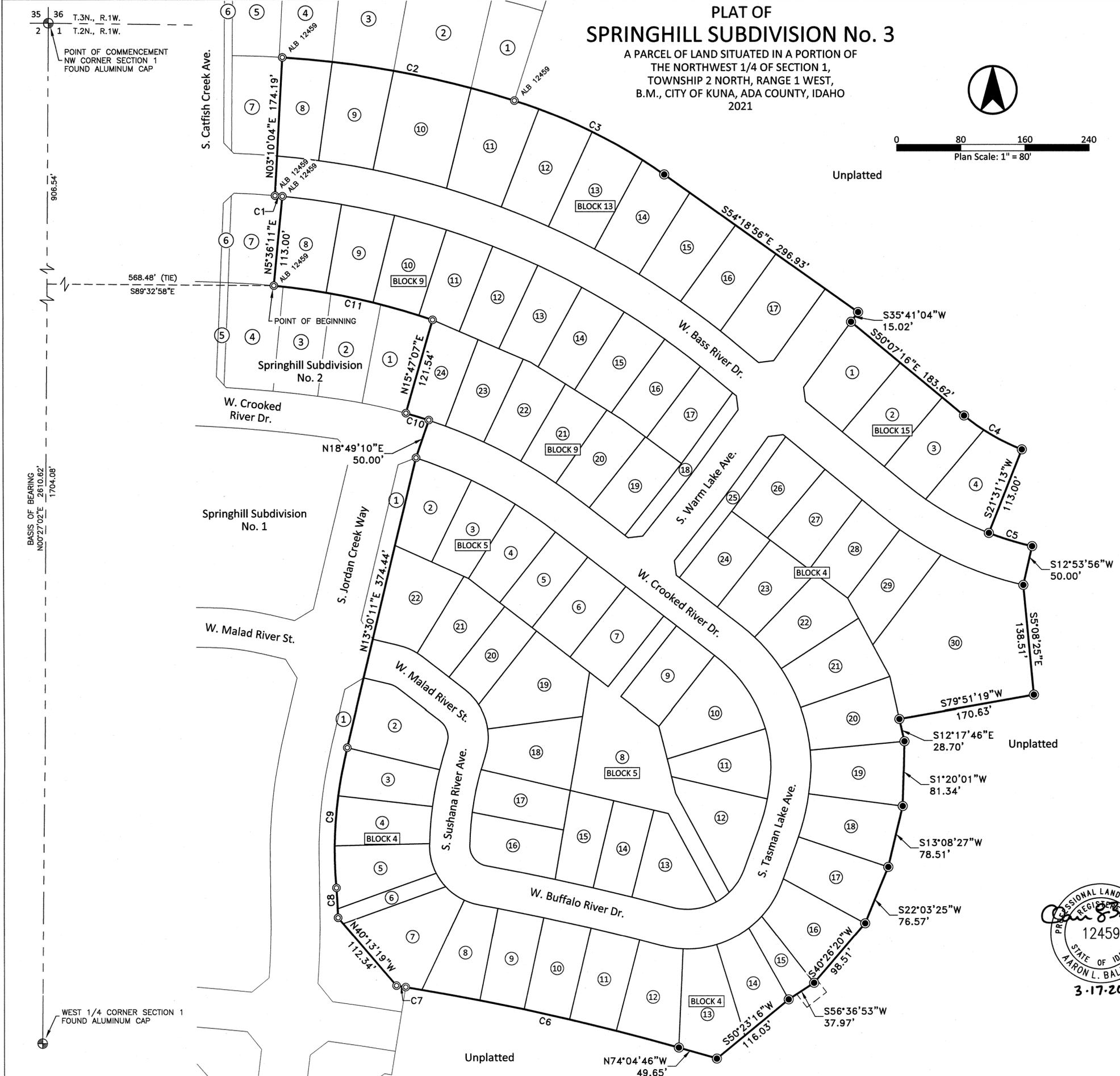
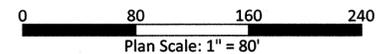
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Plan Scale: 1" = 30'

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PLAT OF SPRINGHILL SUBDIVISION No. 3

A PARCEL OF LAND SITUATED IN A PORTION OF
THE NORTHWEST 1/4 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2021



SHEET INDEX

- SHEET 1 - SUBDIVISION MAP AND LEGEND
- SHEET 2 - DETAIL PLAT MAP
- SHEET 3 - DETAIL PLAT MAP AND NOTES
- SHEET 4 - CERTIFICATE OF OWNERS, CURVE AND LINE TABLES
- SHEET 5 - CERTIFICATES AND APPROVALS

LEGEND

- FOUND ALUMINUM CAP AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 7729", UNLESS NOTED OTHERWISE
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 7729", UNLESS NOTED OTHERWISE
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- CALCULATED POINT, NOTHING FOUND OR SET
- LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- SECTION LINE
- ROAD CENTERLINE
- EASEMENT LINE
- ACHD EASEMENT (SEE NOTE 14)

REFERENCES

- R1. SPRINGHILL SUBDIVISION No. 1, BOOK 114, PAGES 17026-17031, RECORDS OF ADA COUNTY, IDAHO.
- R2. SPRINGHILL SUBDIVISION No. 2, BOOK x, PAGES x-x, RECORDS OF ADA COUNTY, IDAHO.
- R3. RECORD OF SURVEY No. 7588, RECORDS OF ADA COUNTY, IDAHO.
- R4. WARRANTY DEED PER INSTRUMENT No. 2017-048306, RECORDS OF ADA COUNTY, IDAHO.
- R5. WARRANTY DEED PER INSTRUMENT No. 2020-013204, RECORDS OF ADA COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	975.00'	9.23'	0°32'33"	N8°40'12"W	9.23'
C2	1196.20'	294.47'	14°06'17"	S79°18'55"E	293.73'
C3	656.57'	209.02'	18°14'24"	S63°26'01"E	208.14'
C4	262.00'	83.95'	18°21'31"	S59°18'02"E	83.59'
C5	375.00'	56.43'	8°37'16"	S72°47'26"E	56.37'
C6	3020.00'	348.58'	6°36'48"	N77°23'09"W	348.38'
C7	3020.00'	11.62'	0°13'14"	N80°48'10"W	11.62'
C8	550.00'	37.51'	3°54'26"	N3°01'53"W	37.50'
C9	550.00'	177.47'	18°29'16"	N4°15'33"E	176.70'
C10	625.00'	29.82'	2°45'55"	N72°50'53"W	29.81'
C11	862.09'	202.44'	13°27'16"	N77°40'09"W	201.98'



DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO

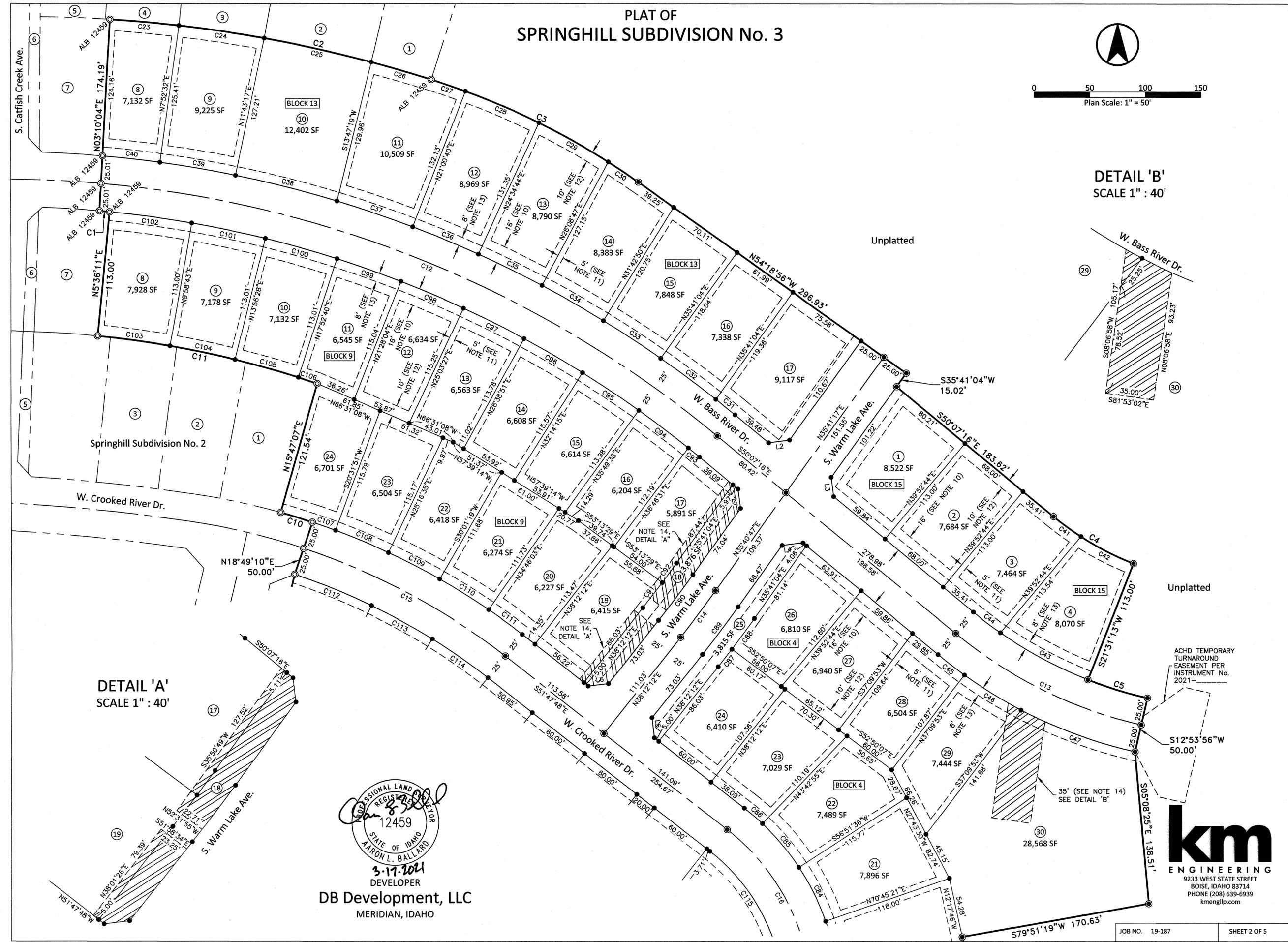


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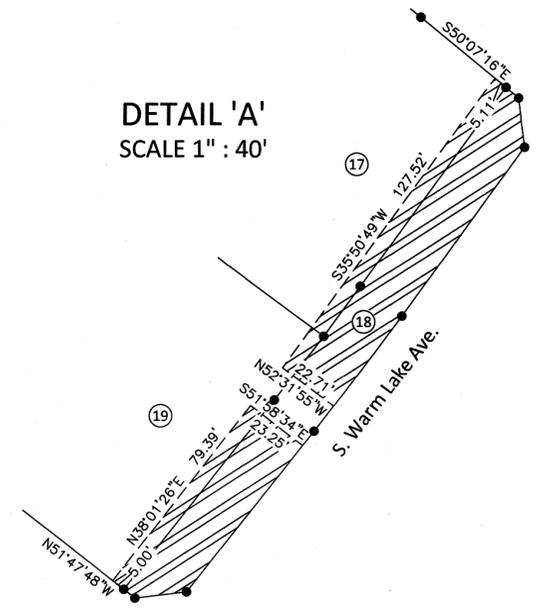


0 50 100 150
Plan Scale: 1" = 50'

DETAIL 'B'
SCALE 1" : 40'



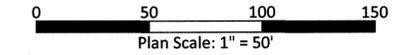
DETAIL 'A'
SCALE 1" : 40'



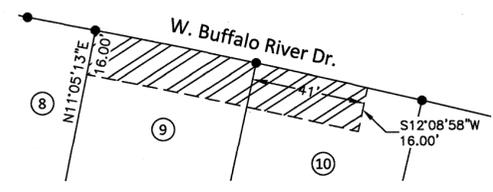
DB Development, LLC
MERIDIAN, IDAHO



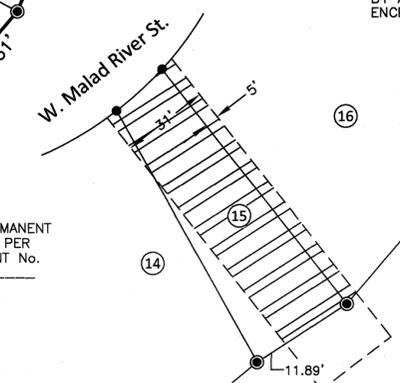
PLAT OF SPRINGHILL SUBDIVISION No. 3



DETAIL 'C'
SCALE 1" : 40'



DETAIL 'D'
SCALE 1" : 40'



NOTES

- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET THE MINIMAL DIMENSIONAL STANDARDS AS REQUIRED IN THE CITY OF KUNA ZONING ORDINANCE.
- THIS SUBDIVISION IS SUBJECT TO A CITY OF KUNA DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT No. 107040487, RECORDS OF ADA COUNTY, IDAHO. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
- DIRECT LOT OR PARCEL ACCESS TO S. LINDER RD. AND/OR W. LAKE HAZEL RD. IS PROHIBITED.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
- IRRIGATION WATER HAS BEEN PROVIDED FROM THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.
- LOTS 6, 15, 25, 30, BLOCK 4, LOT 8, BLOCK 5, LOT 18, BLOCK 9, AND LOT 10, BLOCK 13 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA PRESSURE IRRIGATION.
- UNLESS OTHERWISE SHOWN, ALL FRONT LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAYS CONTAIN A 16.00 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA STREET LIGHTS, CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS TO EACH LOT.
- UNLESS OTHERWISE SHOWN, ALL INTERIOR SIDE LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
- UNLESS OTHERWISE SHOWN, ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE PERMANENT EASEMENT FOR CITY OF KUNA IRRIGATION AND LOT DRAINAGE.
- ACHD PERMANENT EASEMENT (SIDEWALK) PER INSTRUMENT No. 2020-_____, RECORDS OF ADA COUNTY, IDAHO.
- PORTIONS OF LOTS 9-10, 14-16, AND 29-30, BLOCK 4, AND LOTS 17-19, BLOCK 9, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCLUMBERED 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.
- THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 2021-_____, RECORDS OF ADA COUNTY, IDAHO.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE ON FILE AT THE ADA COUNTY RECORDER'S OFFICE AS INSTRUMENT No. 2018-089185, AND MAY BE AMENDED FROM TIME TO TIME.
- THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO A FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVES MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
- MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY. SUCH LOTS MUST REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS TO SAID IRRIGATION/DRAINAGE FACILITIES.



DB Development, LLC
DEVELOPER
MERIDIAN, IDAHO



PLAT OF SPRINGHILL SUBDIVISION No. 3

CERTIFICATE OF OWNERS

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

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

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 1, WHICH BEARS N00°27'02"E A DISTANCE OF 2,610.62 FEET FROM A FOUND ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 1, THENCE FOLLOWING THE WESTERLY LINE OF SAID NORTHWEST 1/4, S00°27'02"W A DISTANCE OF 906.54 FEET; THENCE LEAVING SAID WESTERLY LINE, S89°32'58"E A DISTANCE OF 568.48 FEET TO A FOUND 5/8-INCH REBAR MARKING THE SOUTHEAST CORNER OF SPRINGHILL SUBDIVISION NO. 2 AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING THE SUBDIVISION BOUNDARY OF SAID SPRINGHILL SUBDIVISION NO. 2 THE FOLLOWING FOUR (4) COURSES:

- N05°36'11"E A DISTANCE OF 113.00 FEET TO A FOUND 5/8-INCH REBAR;
- 9.23 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 975.00 FEET, A DELTA ANGLE OF 00°32'33", A CHORD BEARING OF N84°40'12"W AND A CHORD DISTANCE OF 9.23 FEET TO A FOUND 5/8-INCH REBAR;
- N03°10'04"E A DISTANCE OF 174.19 FEET TO A FOUND 5/8-INCH REBAR;
- 294.47 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,196.20 FEET, A DELTA ANGLE OF 14°06'17", A CHORD BEARING OF S79°18'55"E AND A CHORD DISTANCE OF 293.73 FEET TO A FOUND 5/8-INCH REBAR;

THENCE LEAVING SAID SUBDIVISION BOUNDARY, 209.02 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 656.57 FEET, A DELTA ANGLE OF 06°17'05", A CHORD BEARING OF S63°26'01"E AND A CHORD DISTANCE OF 208.14 FEET;

THENCE S54°18'56"E A DISTANCE OF 296.93 FEET;
 THENCE S35°41'04"W A DISTANCE OF 15.02 FEET;
 THENCE S50°07'16"E A DISTANCE OF 183.62 FEET;
 THENCE S3.95 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 262.00 FEET, A DELTA ANGLE OF 18°21'31", A CHORD BEARING OF S59°18'02"E AND A CHORD DISTANCE OF 83.59 FEET;
 THENCE S21°31'13"W A DISTANCE OF 113.00 FEET;
 THENCE S6.43 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 08°37'16", A CHORD BEARING OF S72°47'26"E AND A CHORD DISTANCE OF 56.37 FEET;
 THENCE S12°53'58"W A DISTANCE OF 50.00 FEET;
 THENCE S05°08'25"E A DISTANCE OF 138.51 FEET;
 THENCE S79°51'19"W A DISTANCE OF 170.63 FEET;
 THENCE S12°17'46"E A DISTANCE OF 28.70 FEET;
 THENCE S01°20'01"W A DISTANCE OF 81.34 FEET;
 THENCE S13°08'27"W A DISTANCE OF 78.51 FEET;
 THENCE S22°03'25"W A DISTANCE OF 76.57 FEET;
 THENCE S40°26'20"W A DISTANCE OF 98.51 FEET;
 THENCE S56°36'53"W A DISTANCE OF 37.97 FEET;
 THENCE S50°23'16"W A DISTANCE OF 116.03 FEET;
 THENCE N74°04'46"W A DISTANCE OF 49.65 FEET;
 THENCE 348.58 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3,020.00 FEET, A DELTA ANGLE OF 06°36'48", A CHORD BEARING OF N77°23'09"W AND A CHORD DISTANCE OF 348.38 FEET TO A FOUND 5/8-INCH ON THE SUBDIVISION BOUNDARY OF SPRINGHILL SUBDIVISION NO. 1 (BOOK 114 OF PLATS AT PAGES 17026 THROUGH 17031, RECORDS OF ADA COUNTY, IDAHO);

THENCE FOLLOWING THE SUBDIVISION BOUNDARY OF SAID SPRINGHILL SUBDIVISION NO. 1 THE FOLLOWING NINE (9) COURSES:

- 11.62 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3,020.00 FEET, A DELTA ANGLE OF 00°13'14", A CHORD BEARING OF N80°48'10"W AND A CHORD DISTANCE OF 11.62 FEET TO A FOUND 5/8-INCH REBAR;
- N40°13'19"W A DISTANCE OF 112.34 FEET TO A FOUND 5/8-INCH REBAR;
- 37.51 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A DELTA ANGLE OF 03°54'26", A CHORD BEARING OF N03°01'53"W AND A CHORD DISTANCE OF 37.50 FEET TO A FOUND 5/8-INCH REBAR;
- 177.47 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A DELTA ANGLE OF 18°29'16", A CHORD BEARING OF N04°15'33"E AND A CHORD DISTANCE OF 176.70 FEET TO A FOUND 5/8-INCH REBAR;
- N13°30'11"E A DISTANCE OF 374.44 FEET TO A FOUND 5/8-INCH REBAR;
- N18°49'10"E A DISTANCE OF 50.00 FEET TO A FOUND 5/8-INCH REBAR;
- 29.82 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 625.00 FEET, A DELTA ANGLE OF 02°44'31", A CHORD BEARING OF N72°50'53"W AND A CHORD DISTANCE OF 29.81 FEET TO A FOUND 5/8-INCH REBAR;
- N15°47'07"E A DISTANCE OF 121.54 FEET TO A FOUND 5/8-INCH REBAR;
- 202.44 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 862.09 FEET, A DELTA ANGLE OF 13°27'16", A CHORD BEARING OF N77°40'09"W AND A CHORD DISTANCE OF 201.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 17.587 ACRES, MORE OR LESS

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

JUSTIN BLACKSTOCK, MANAGER
DB DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)

ADA COUNTY) SS

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

SIGNATURE OF NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	975.00'	9.23'	0°32'33"	N84°40'12"W	9.23'
C2	1196.20'	294.47'	14°06'17"	N79°18'55"W	293.73'
C3	656.57'	209.02'	18°14'24"	N63°26'01"W	208.14'
C4	262.00'	83.95'	18°21'31"	S59°18'02"E	83.59'
C5	375.00'	56.43'	8°37'16"	S72°47'26"E	56.37'
C6	3020.00'	348.58'	6°36'48"	N77°23'09"W	348.38'
C7	3020.00'	11.62'	0°13'14"	N80°48'10"W	11.62'
C8	550.00'	37.51'	3°54'26"	N3°01'53"W	37.50'
C9	550.00'	177.47'	18°29'16"	S4°15'33"W	176.70'
C10	625.00'	29.82'	2°45'55"	N72°50'53"W	29.81'
C11	862.09'	202.44'	13°27'16"	N77°40'09"W	201.98'
C12	1000.00'	608.53'	34°51'58"	N67°33'20"W	599.18'
C13	400.00'	188.35'	26°58'48"	S63°36'40"E	186.62'
C14	1200.00'	52.75'	2°31'07"	N36°56'38"E	52.75'
C15	600.00'	206.27'	19°41'52"	N61°39'00"W	205.26'
C16	200.00'	192.84'	55°14'42"	N24°10'27"W	185.46'
C17	100.00'	148.11'	84°51'44"	N62°28'27"E	134.94'
C18	3163.00'	235.32'	4°15'45"	N77°13'33"W	235.26'
C19	50.00'	69.90'	80°05'57"	S39°18'28"E	64.35'
C20	407.00'	123.42'	17°22'30"	S9°25'46"W	122.95'
C21	50.00'	61.01'	69°54'49"	N16°50'24"W	57.30'
C22	50.00'	21.56'	24°42'01"	N64°08'49"W	21.39'
C23	1196.20'	62.29'	2°59'01"	N84°52'33"W	62.28'
C24	1196.20'	77.30'	3°42'09"	N81°31'58"W	77.29'
C25	1196.20'	98.82'	4°44'00"	N77°18'54"W	98.79'
C26	1196.20'	56.07'	2°41'08"	N73°36'20"W	56.06'
C27	656.57'	32.37'	2°49'30"	N71°08'28"W	32.37'
C28	656.57'	72.06'	6°17'16"	N66°35'05"W	72.02'
C29	656.57'	72.02'	6°17'05"	N60°17'54"W	71.98'
C30	656.57'	32.57'	2°50'33"	N55°44'06"W	32.57'
C31	1025.00'	22.30'	1°14'47"	N50°44'35"W	22.30'
C32	1025.00'	62.01'	3°27'58"	N53°05'58"W	62.00'
C33	1025.00'	61.80'	3°27'17"	N56°33'36"W	61.79'
C34	1025.00'	63.82'	3°34'03"	N60°04'16"W	63.81'
C35	1025.00'	63.82'	3°34'03"	N63°38'19"W	63.81'
C36	1025.00'	63.82'	3°34'03"	N67°12'22"W	63.81'
C37	1025.00'	71.95'	4°01'18"	N71°00'03"W	71.93'
C38	1025.00'	94.22'	5°16'00"	N75°38'43"W	94.19'
C39	1025.00'	68.80'	3°50'45"	N80°12'05"W	68.79'
C40	1025.00'	52.04'	2°54'33"	N83°34'45"W	52.04'
C41	262.00'	30.66'	6°42'16"	S53°28'24"E	30.64'
C42	262.00'	53.29'	11°39'15"	S62°39'10"E	53.20'
C43	375.00'	89.54'	13°40'48"	S61°38'23"E	89.32'
C44	375.00'	30.62'	4°40'43"	S52°27'38"E	30.61'
C45	425.00'	30.19'	4°04'14"	N52°09'23"W	30.19'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N76°29'49"W	33.64
L2	S82°46'54"W	19.05
L3	S7°13'06"E	17.70
L4	S82°46'54"W	19.05
L5	S6°47'48"E	18.38
L6	S83°12'12"W	18.38
L7	N7°13'06"W	17.70

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C46	425.00'	60.32'	8°07'55"	N58°15'28"W	60.27'
C47	425.00'	109.61'	14°46'39"	N69°42'45"W	109.31'
C48	3020.00'	80.79'	1°31'58"	N74°50'44"W	80.78'
C49	3020.00'	60.00'	1°08'18"	N76°10'52"W	60.00'
C50	3020.00'	58.00'	1°06'01"	N77°18'02"W	58.00'
C51	3020.00'	56.00'	1°03'45"	N78°22'55"W	56.00'
C52	3020.00'	73.31'	1°23'27"	N79°36'31"W	73.31'
C53	3020.00'	32.10'	0°36'32"	N80°36'31"W	32.10'
C54	550.00'	11.20'	1°09'59"	N1°39'39"W	11.20'
C55	550.00'	26.31'	2°44'27"	N3°36'53"W	26.31'
C56	550.00'	53.00'	5°31'16"	S2°13'27"E	52.98'
C57	550.00'	63.17'	6°34'51"	S3°49'37"W	63.14'
C58	550.00'	61.30'	6°23'09"	S10°18'37"W	61.27'
C59	25.00'	10.78'	24°42'01"	N64°08'49"W	10.69'
C60	25.00'	30.51'	69°54'49"	N16°50'24"W	28.65'
C61	432.00'	34.80'	4°36'55"	N15°48'33"E	34.79'
C62	432.00'	47.07'	6°14'36"	N10°22'48"E	47.05'
C63	432.00'	46.84'	6°12'46"	N4°09'07"E	46.82'
C64	432.00'	2.29'	0°18'12"	N0°53'37"E	2.29'
C65	75.00'	36.26'	27°42'09"	N13°06'33"W	35.91'
C66	75.00'	20.76'	15°51'25"	N34°53'20"W	20.69'
C67	75.00'	28.90'	22°04'32"	N53°51'19"W	28.72'
C68	75.00'	18.93'	14°27'51"	N72°07'31"W	18.88'
C69	3138.00'	24.33'	0°26'39"	N79°08'07"W	24.33'
C70	3138.00'	58.19'	1°03'45"	N78°22'55"W	58.19'
C71	3138.00'	60.27'	1°06'01"	N77°18'02"W	60.27'
C72	3138.00'	62.35'	1°08'18"	N76°10'52"W	62.34'
C73	3138.00'	28.33'	0°31'02"	N75°21'12"W	28.33'
C74	125.00'	27.04'	12°23'47"	N81°17'34"W	26.99'
C75	125.00'	42.43'	19°27'00"	S82°47'03"W	42.23'
C76	125.00'	45.46'	20°50'16"	S62°38'25"W	45.21'
C77	125.00'	21.96'	10°04'04"	S47°11'15"W	21.94'
C78	125.00'	48.24'	22°06'38"	S31°05'55"W	47.94'
C79	285.00'	6.53'	1°18'46"	S19°23'13"W	6.53'
C80	285.00'	55.61'	11°10'45"	S13°08'27"W	55.52'
C81	285.00'	20.41'	4°06'11"	S5°29'59"W	20.40'
C82	225.00'	34.54'	8°47'47"	S0°57'00"E	34.51'
C83	225.00'	54.57'	13°53'45"	S12°17'46"E	54.44'
C84	225.00'	54.57'	13°53'45"	S26°11'32"E	54.44'
C85	225.00'	51.62'	13°08'41"	S39°42'45"E	51.51'
C86	225.00'	21.65'	5°30'43"	S49°02'27"E	21.64'
C87	1243.00'	20.25'	0°56'00"	N37°44'12"E	20.25'
C88	1243.00'	34.39'	1°35'07"	N36°28'38"E	34.39'
C89	1225.00'	53.85'	2°31'07"	N36°56'38"E	53.85'
C90	1175.00'	51.65'	2°31'07"	N36°56'38"E	51.65'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C91	1157.00'	28.84'	1°25'41"	N37°29'21"E	28.83'
C92	1157.00'	22.03'	1°05'27"	N36°13'48"E	22.02'
C93	975.00'	13.11'	0°46'13"	N50°30'18"W	13.11'
C94	975.00'	55.88'	3°17'02"	N52°31'56"W	55.87'
C95	975.00'	61.09'	3°35'24"	N55°58'08"W	61.08'
C96	975.00'	61.09'	3°35'24"	N59°33'32"W	61.08'
C97	975.00'	61.09'	3°35'24"	N63°08'55"W	61.08'
C98	975.00'	61.09'	3°35'23"	N66°44'19"W	61.08'
C99	975.00'	61.09'	3°35'23"	N70°19'42"W	61.08'
C100	975.00'	66.99'	3°56'13"	N74°05'30"W	66.98'
C101	975.00'	67.43'	3°57'45"	N78°02'29"W	67.42'
C102	975.00'	74.47'	4°22'34"	N82°12'39"W	74.45'
C103	862.09'	65.84'	4°22'33"	N82°12'31"W	65.82'
C104	862.09'	59.61'	3°57'43"	N78°02'23"W	59.60'
C105	862.09'	59.23'	3°56'11"	N74°05'26"W	59.22'
C106	862.09'	17.76'	1°10'50"	N71°31'56"W	17.76'
C107	625.00'	22.10'	2°01'33"	N70°29'10"W	22.10'
C108	625.00'	51.77'	4°44'44"	N67°06'02"W	51.75'
C109	625.00'	51.77'	4°44'44"	N62°21'18"W	51.75'
C110	625.00'	51.77'	4°44'44"	N57°36'34"W	51.75'
C111	625.00'	37.48'	3°26'08"	N53°31'08"W	37.47'
C112	575.00'	74.55'	7°25'42"	N67°47'55"W	74.50'
C113	575.00'	62.26'	6°12'14"	N60°58'58"W	62.23'
C114	575.00'	61.01'	6°04'46"	N54°50'28"W	60.98'
C115	175.00'	109.51'	35°51'11"	N33°52'13"W	107.73'
C116	175.00'	59.23'	19°23'31"	N6°14'52"W	58.95'
C117	235.00'	29.97'	7°18'27"	N7°06'07"E	29.95'
C118	235.00'	38.09'	9°17'15"	N15°23'58"E	38.05'
C119	75.00'	33.80'	25°49'11"	N32°57'11"E	33.51'
C120	75.00'	20.27'	15°28'53"	N53°36'13"E	20.20'
C121					

PLAT OF SPRINGHILL SUBDIVISION No. 3

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ____ DAY OF _____, 2021.

PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY ENGINEER

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

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

DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, A.D. 2021, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK
KUNA, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

DATE

HEALTH CERTIFICATE

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

HEALTH OFFICER

DATE

CERTIFICATE OF ADA COUNTY TREASURER

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

COUNTY TREASURER

DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF SPRINGHILL SUBDIVISION No. 3 WAS FILED AT THE REQUEST OF _____ AT ____ MINUTES PAST ____ O'CLOCK __.M., THIS ____ DAY OF _____, ____ A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK _____ OF PLATS AT PAGES _____ THRU _____.

INSTRUMENT NUMBER _____

DEPUTY

EX-OFFICIO RECORDER

FEE:



DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT .00 17
BOISE IDAHO 05/08/07 10:50 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Kuna City
 107066011

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Powder River Development, Inc., an Idaho corporation whose address is P.O. Box 344, Meridian, Idaho 83680, the owner of the real property described herein and the applicant for Spring Hill Subdivision, hereafter referred to as "Developer".

WHEREAS, the developer has applied to the City for a zone change to "R-6" and R-20" of the property described as attached hereto and incorporated by reference herein on Exhibit A ("Property") to develop a Residential Subdivision. The Property is currently zoned Agricultural (A). The Developer has also applied for a subdivision plat for the same property. The Preliminary Plat as approved by the City Council is attached hereto as Exhibit B.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREAS, the City of Kuna and The Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code Title 5.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

2.1 The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the property to "R-6" and "R-20". The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement.

**ARTICLE III
CONDITIONS ON DEVELOPMENT**

3.1 The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

- 3.1.1: R-6 zone shall contain single-family residential use.
- 3.1.2: R-20 zone shall contain multi-family residential use.
- 3.1.3: Developer shall develop the property subject to the conditions and limitations set forth in the Agreement.
- 3.1.4: Developer agrees to plat no more than 702 R-6 buildable lots and 2 R-20 buildable lots (maximum of 78 dwelling units in the R-20 zone) on the 225.54 acres of the property for a maximum total density of 3.46 dwelling units per acre located west of Kay Avenue, east side of Linder, between Lake Hazel and Columbia Roads.
- 3.1.5: Executive homes shall be a minimum of 2,200 square-feet. Traditional homes shall be a minimum of 1,800 square-feet. Village homes shall be a minimum of 1,400 square-feet.
- 3.1.6: Developer agrees to provide 42.26 acres of common area and parks and pathways.

- 3.1.6.1: 2- community pools (minimum 30-foot by 60-foot in size, each) each within proposed common areas with changing rooms, parking, landscaping and tot lot play equipment. Play equipment shall be submitted and approved by staff.
- 3.1.6.2: 1- tot lot playground including play equipment, grass, trees and shrubs.
- 3.1.6.3: An open space area located in the northern end of the subdivision which includes a park, gazebo and a paved asphalt pathway (in the Idaho Power easement).
- 3.1.6.4: Approximately ¼ mile of Mason Creek pathway to include a 10-foot wide paved asphalt surface, grass, trees and shrubs.
- 3.1.6.5: Approximately 2,000 ft of interconnecting pathways 20-foot wide with a 5-foot wide paved asphalt surface and landscaping throughout the Springhill Neighborhood.
- 3.1.6.6: 2-scenic roundabouts including rock and water features with landscaping.
- 3.1.6.7: 1-roundabout or round island including trees and shrubs.
- 3.1.6.8: Developer shall provide two basketball courts to be located within the common areas, outside of any drainage swale or drainage facilities. The basketball courts and locations shall be submitted and approved by staff.

3.1.7: Perimeter landscape lots shall be maintained by the homeowners' association and shall be the following dimensions:

- 3.1.7.1: 25-feet wide adjacent to Lake Hazel Road with a five-foot meandering sidewalk.
- 3.1.7.2: 30-feet wide adjacent to Kay Avenue with a five-foot meandering sidewalk. The buffer width may be reduced in the location abutting the developed portion of Pear Blossom Subdivision, where the developer will construct the full street section. The reduced buffer width shall be submitted and approved by staff.
- 3.1.7.3: 25-feet wide adjacent to Linder Road with an eight-foot meandering sidewalk.
- 3.1.7.4: 25-feet wide adjacent to Columbia Road with a five-foot meandering sidewalk.
- 3.1.7.5: 20-feet wide adjacent to Monet Drive with a five-foot detached sidewalk.

3.1.8: Fencing shall be as follows (a composite material or equal may replace where vinyl fencing is required):

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

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

3.1.10: Kay Avenue shall be constructed with a full street section to include curb, gutter and sidewalk on both sides abutting the developed portion of Pear Blossom Subdivision.

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

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 The subdivision shall be constructed as shown on the plan attached hereto and incorporated herein as Exhibit "B". Failure to construct the development consistent with this Agreement and the plan and conditions included as Exhibit "B" or construction in accordance with this Agreement and the plan and conditions included as exhibits

without formal modification of the plan consistent with Kuna City Code, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

3.4 **Conditions, bonding for Completion:** All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and ten percent (110%) of the estimated cost of completion pursuant to Kuna City Code.

3.5 **Commencement of Construction:** The Developer shall commence construction within 365 of the effective date of this Agreement. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement.

**ARTICLE IV
AFFIDAVIT OF PROPERTY OWNERS**

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

**ARTICLE V
DEFAULT**

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon compliance with the requirements of Kuna City Code. In the event City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event City Council, after compliance with the requirements of the Kuna City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to Agricultural (A) zoning. All uses of property, which are not consistent with "R-6" and "R-20" zoning, shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with "R-6" and "R-20" zoning. A waiver by City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 **Consent to Rezone:** The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to Agricultural (A) zoning as provided in Idaho Code.

**ARTICLE VI
UNENFORCEABLE PROVISIONS**

6.1 If any term, provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable; the remainder of this instrument shall remain in full force and effect.

**ARTICLE VII
ASSIGNMENT AND TRANSFER**

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any

portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

**ARTICLE VIII
GENERAL MATTERS**

8.1 **Amendments.** Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.

8.2 **Paragraph Headings.** This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Title and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 **Choice of Law.** This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Kuna: City Clerk
City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Developer: Powder River Development, Inc.
660 E. Franklin Road, Suite 240
P.O. Box 344
Meridian, ID 83680

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this 23rd day of April, 2007

CITY OF KUNA:

By: O. Dean Obrey
O. Dean Obrey, Mayor

DEVELOPER:

Powder River Development, Inc.
By: Gregory B. Johnson
Gregory B. Johnson, President

ATTEST:

CITY CLERK

By: *Lynda Burgess*
Lynda Burgess, City Clerk



State of Idaho)

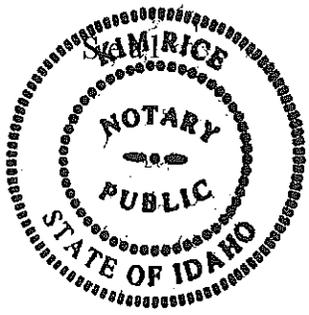
County of Ada)

Subscribed and sworn to (or affirmed) before me this 23 day of April 2007.

And who personally appeared before me Sean Bray

Notary Public Tim Rice

My Commission Expires on 2/9/2011



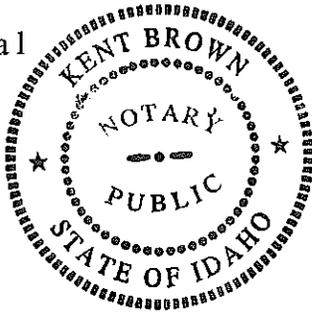
State of Idaho)

County of Ada)

Subscribed and sworn to (or affirmed) before me this 25th day of March 2007.

And who personally appeared before me
Greg Johnson

Seal



Notary Public

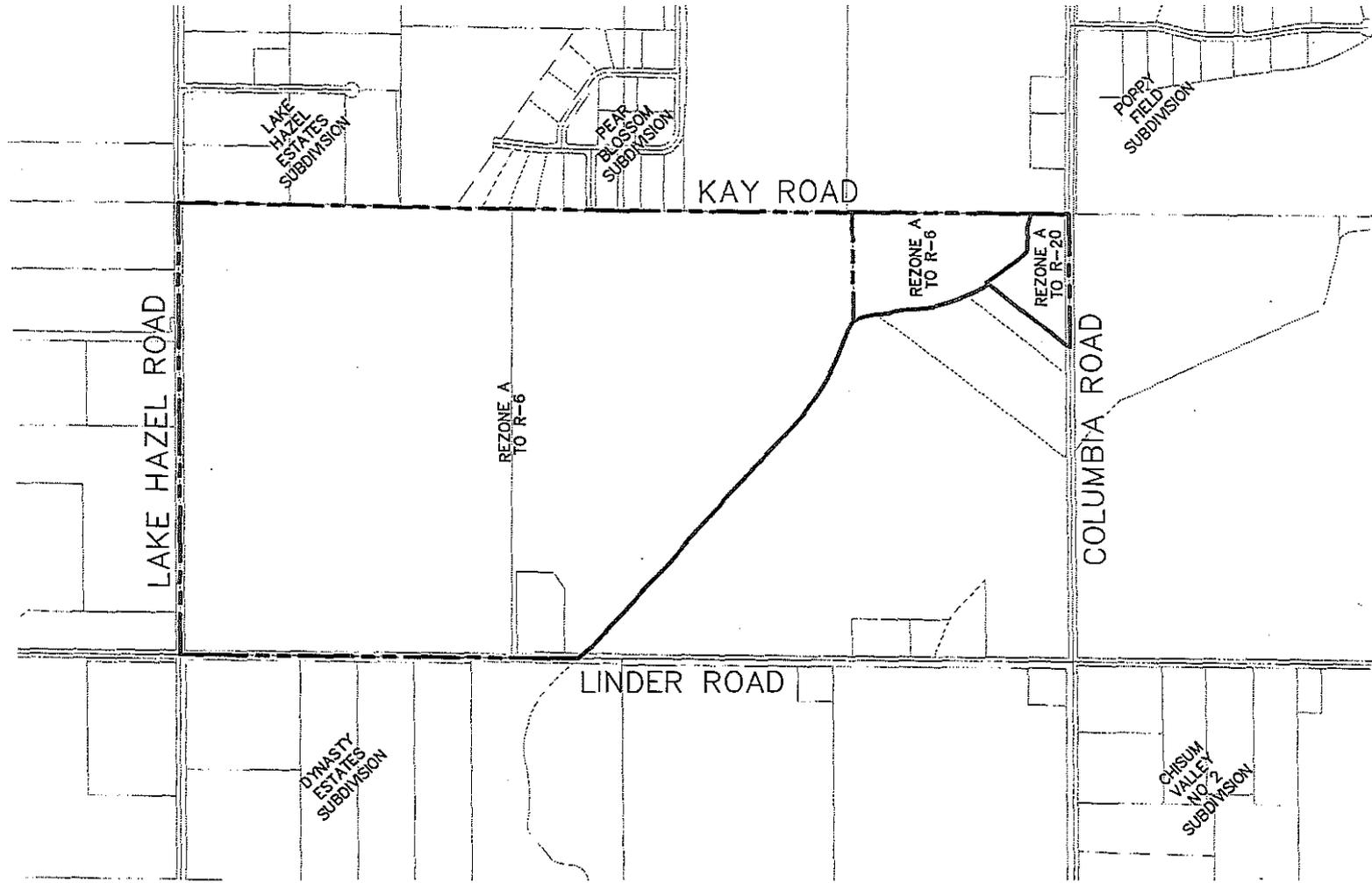
[Signature]

My Commission Expires on

July 23, 2011

REZONE VICINITY MAP FOR SPRINGHILL SUBDIVISION

A PORTION OF THE WEST 1/2 OF SECTION 1
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
KUNA, ADA COUNTY, IDAHO
2006



RECEIVED
MAY 17 2006
KUNA P & Z

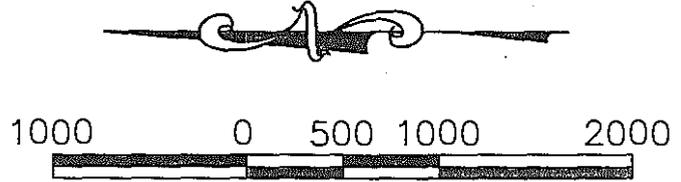


EXHIBIT B

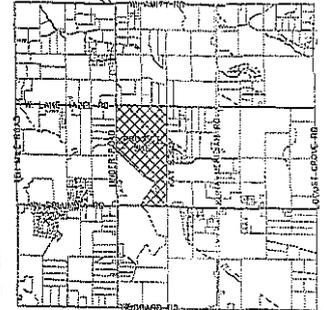
REVISED		<p>Bailey Engineering, Inc. CIVIL ENGINEERING PLANNING CADD 1500 E. IRON EAGLE DRIVE EAGLE, ID 83616</p>
NO.	DATE DESCRIPTION	
DRAWN BY: JAA		CHECKED BY: DAVID A. BAILEY P.E.
PROJECT NO. C250B4		DATE: 05-17-06
<p>REZONE VICINITY MAP SPRINGHILL SUBDIVISION POWDER RIVER DEVELOPMENT LLC</p>		

EXHIBIT B

SCALE IN FEET

PRELIMINARY PLAT FOR SPRINGHILL SUBDIVISION

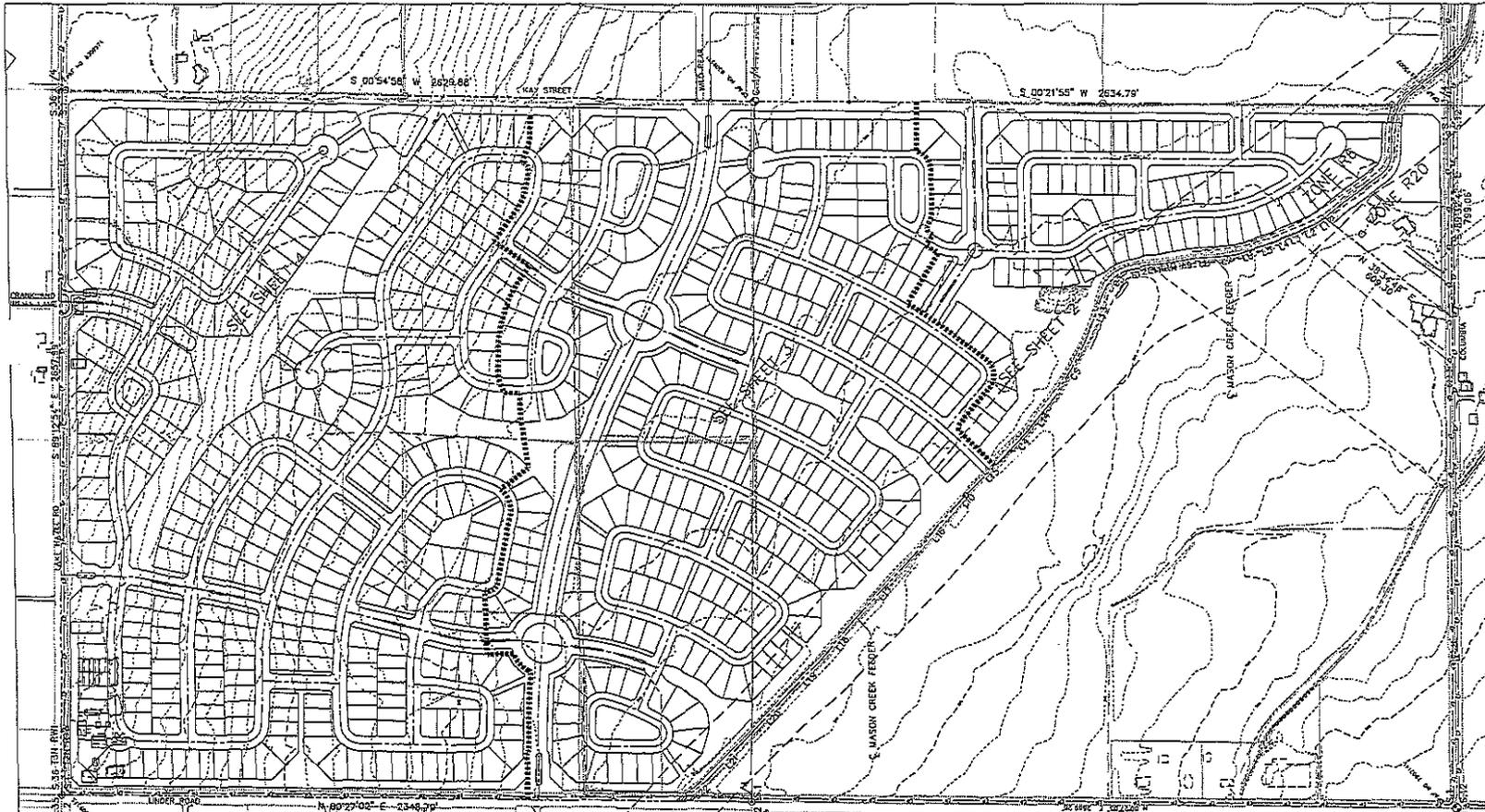
A PORTION OF THE WEST 1/2 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA, ADA COUNTY, IDAHO 83800



SPRINGHILL SUBDIVISION

SCALE 1" = 3000'

OWNER POWDER RIVER DEVELOPMENT LLC PO BOX 244 MERIDIAN, ID 83801	DEVELOPMENT FEATURES
RUSSELL CURRANT 837 S OLD FARML PL MERIDIAN, ID 83802	ACREAGE TOTAL PARCEL - 235.64 ACRES TOTAL LOTS - 767 ROADABLE LOTS - 704 COMMON LOTS - 63 DENSITY QUANT - 2.12
GREGORY JOHNSON 1212 S PINEA ST MERIDIAN, ID 83643	ZONING DISTRICT - A PROPOSED - R8 & R20 SWASTICE DISPOSAL PERMITS BY THE WATER SUPPLY KUNA CITY WATER KUNA SCHOOL DISTRICT KUNA PIRE DISTRICT KUNA IRRIGATION DISTRICT BOISE KUNA IRRIGATION DISTRICT
DEVELOPER POWDER RIVER DEVELOPMENT LLC PO BOX 244 MERIDIAN, ID 83801	CITY KUNA
ENGINEER DAVID A. BAILEY, P.E. BAILEY ENGINEERING, INC. 1312 S IRONDALE DR. DALLAS, TX 75241 858-0010	PLANNER BEST ENGINEERING, INC. 1588 S IRONDALE DR. DALLAS, TX 75241 858-0010



- NOTES:**
1. ALL LOT LINES COMMON TO A PUBLIC RIGHT OF WAY HAVE A 10' UTILITY EASEMENT.
 2. A 10' UTILITY EASEMENT IS LOCATED ADJACENT TO THE EXTERIOR BOUNDARY.
 3. ALL 10' EASEL LOT LINES HAVE A CHANGE OF DIRECTION EASEMENT ON EACH SIDE OF THE LOT LINE UNLESS OTHERWISE SHOWN.
 4. MANHOLE, SEWER AND WATER SERVICES SHALL BE PROVIDED TO EACH LOT.
 5. DRAINAGE FOR THE PUBLIC STREETS WILL BE COLLECTED IN STORM DRAIN CATCH BASINS AND ROUTED THROUGH SAND AND GREASE TRAPS TO SEEPAGE BEDS.
 6. ALL LOTS WITHIN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, WITH THE EXCEPTION OF LOT 1 BLOCK 1, LOT 1 BLOCK 2, LOT 1 BLOCK 3, LOT 1 BLOCK 4, LOT 21, 43 & 85 BLOCK 5, LOT 1 BLOCK 6, LOT 1 BLOCK 11, LOT 1 BLOCK 12, LOT 1 BLOCK 13, LOT 1 BLOCK 14, LOT 1 BLOCK 15, LOT 1 & 4 BLOCK 16, LOT 1 BLOCK 17, LOT 1 BLOCK 18, LOT 1 BLOCK 19, LOT 1 BLOCK 20, LOT 1 BLOCK 21, LOT 1 BLOCK 22, LOT 13 & 23 BLOCK 22, LOT 7 BLOCK 23, LOT 1 BLOCK 24, LOT 1 BLOCK 25, LOT 1 BLOCK 26, LOT 1 BLOCK 27, LOT 1 BLOCK 28, LOT 1 BLOCK 29, LOT 1 BLOCK 30, LOT 1 BLOCK 31, LOT 1 BLOCK 32, LOT 1 BLOCK 33, LOT 10 & 38 BLOCK 34, LOT 1 BLOCK 35, LOT 1 BLOCK 36, LOT 1 & 35 BLOCK 36, LOT 16 BLOCK 37, LOT 13 BLOCK 40, LOT 1 BLOCK 41, LOT 1 BLOCK 42, LOT 7 BLOCK 43, LOT 23 BLOCK 44, LOT 8 BLOCK 45, LOT 48 BLOCK 46, LOT 47 BLOCK 46, LOT 1 BLOCK 48, LOT 1 BLOCK 49, LOT 1 BLOCK 50, LOT 1 BLOCK 51, LOT 1 BLOCK 52, LOT 1 BLOCK 53, LOT 10 & 42 BLOCK 54, LOT 6 BLOCK 55, LOT 3 BLOCK 56, LOT 7 BLOCK 57 AND LOT 1 BLOCK 58 WHICH ARE COMMON AREA LOTS ALL OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALL SAID COMMON LOTS SHALL HAVE A BLANKET UTILITY AND DRAINAGE EASEMENTS.
 7. THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH IDAHO CODE SECTION 21-2082 CONSIDERING IRRIGATION WATER. PRESSURE IRRIGATION WILL BE SUPPLIED TO ALL LOTS IN THIS SUBDIVISION.
 8. NO DIRECT ACCESS TO LAKE HAZEL, UNDER, KAY, COLUMBIA AND MOUNT WILL BE ALLOWED UNLESS APPROVED BY CITY OF KUNA AND ADA COUNTY HIGHWAY DISTRICT.
 9. ALL EXISTING BUILDINGS ON SITE TO BE REMOVED.

RECEIVED
OCT 26 2006
CITY OF KUNA

PLAT LEGEND

- BOUNDARY
- LOT LINES
- ROAD CENTERLINE
- RIGHT OF WAY
- LOT NUMBER
- LOT AREA
- BLOCK NUMBER
- EASEMENT
- SEWER
- CURB CUTTER SW
- STREET NAME
- MANHOLE CAP
- SEWER LINE
- WATER LINE
- STORM DRAIN LINE
- PRESSURE IRRIGATION
- GRASSY IRRIGATION
- FLOW ARROW
- PHASE LINE
- PIRE HYDRAUNT
- CATCH BASIN

SURVEY LEGEND

- FOUND 1/4" IRON PIN
- FOUND 3/4" IRON PIN
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- △ CALCULATED POINT
- PROPERTY BOUNDARY LINE
- PARCEL LINE
- SECTION LINE
- 1/4 SECTION LINE
- CENTERLINE DITCH

LINE TABLE

LINE	LENGTH	BEARING
L1	477.3	N 210° 04' 14" W
L2	78.95	N 12° 00' 00" W
L3	442.85	N 210° 05' 00" W
L4	477.3	N 271° 12' 14" W
L5	79.97	N 12° 00' 00" W
L6	347.0	N 102° 30' 00" W
L7	85.04	N 101° 00' 00" W
L8	85.04	N 101° 00' 00" W
L9	89.97	N 101° 11' 14" W
L10	20.91	N 00° 00' 00" W
L11	20.95	N 02° 24' 20" W
L12	20.95	N 02° 24' 20" W
L13	103.95	N 102° 00' 00" W
L14	37.29	S 20° 20' 30" W
L15	226.22	S 20° 20' 30" W
L16	282.22	S 20° 20' 30" W
L17	226.22	S 20° 20' 30" W
L18	226.22	S 20° 20' 30" W
L19	131.69	S 44° 48' 10" W
L20	231.89	S 44° 48' 10" W
L21	232.17	S 44° 48' 10" W
L22	136.61	S 44° 48' 10" W

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEG.	CHORD END.	DELTA
C1	143.28	138.62	134.35	147.22	21.11°
C2	1102.00	106.16	106.11	117.35	21.11°
C3	1007.00	206.78	204.38	222.25	21.11°
C4	244.80	107.20	105.95	117.35	21.11°
C5	164.00	101.00	101.00	117.35	21.11°
C6	112.00	87.43	85.53	94.60	21.11°
C7	100.00	86.94	84.22	92.16	21.11°
C8	116.00	21.50	21.51	24.10	21.11°

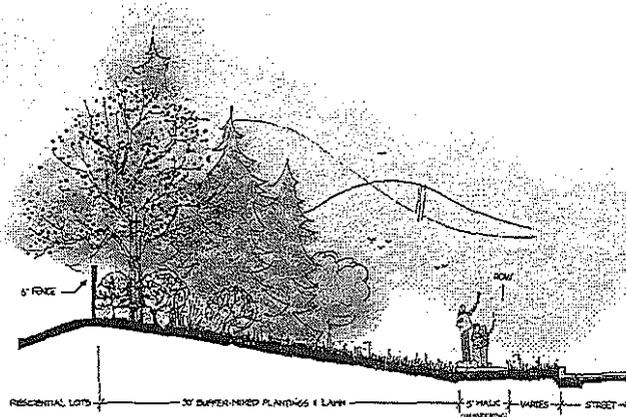
REVISED

DATE DESCRIPTION

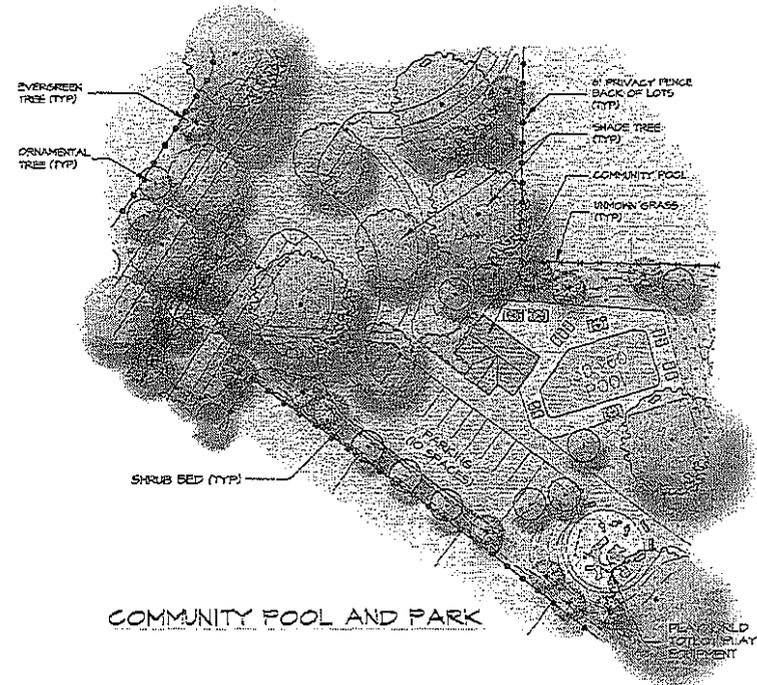
BAILEY ENGINEERING, INC.
Civil Engineering/PLANNING/CADD
1312 S IRONDALE DR.
DALLAS, TX 75241
858-0010

DRAWN BY: JAM [CHECKED BY: DAVID A. BAILEY P.E.] PROJECT NO. 02004 DATE: 05-25-06

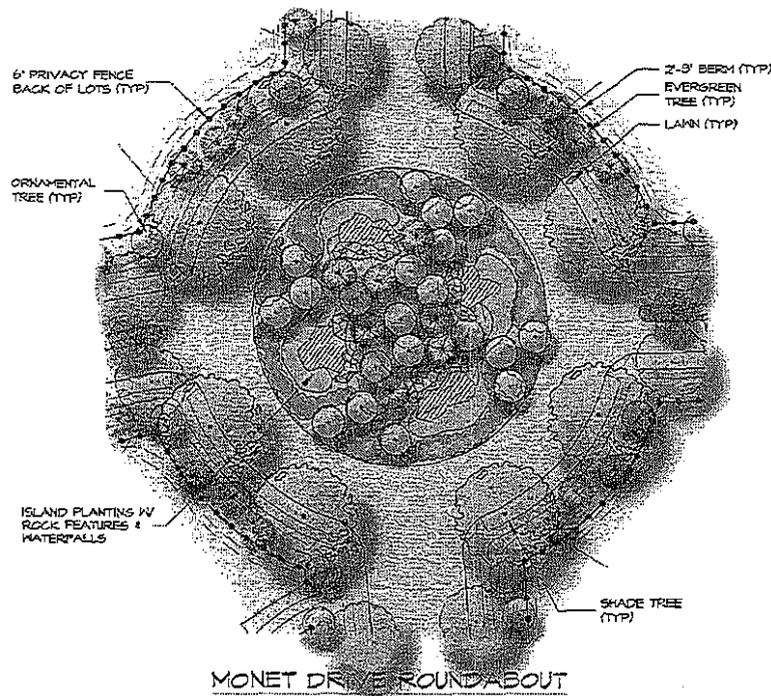
PRELIMINARY PLAT
SPRINGHILL SUBDIVISION
POWDER RIVER DEVELOPMENT LLC (PP-1)



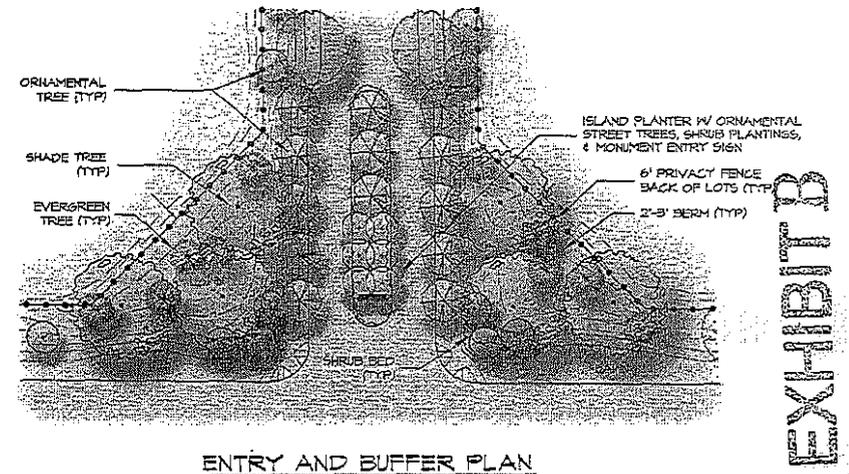
TYPICAL BUFFER SECTION
NOT TO SCALE



COMMUNITY POOL AND PARK



MONET DRIVE ROUNDABOUT



ENTRY AND BUFFER PLAN

EXHIBIT

SPRINGHILL SUBDIVISION

KUNA, IDAHO

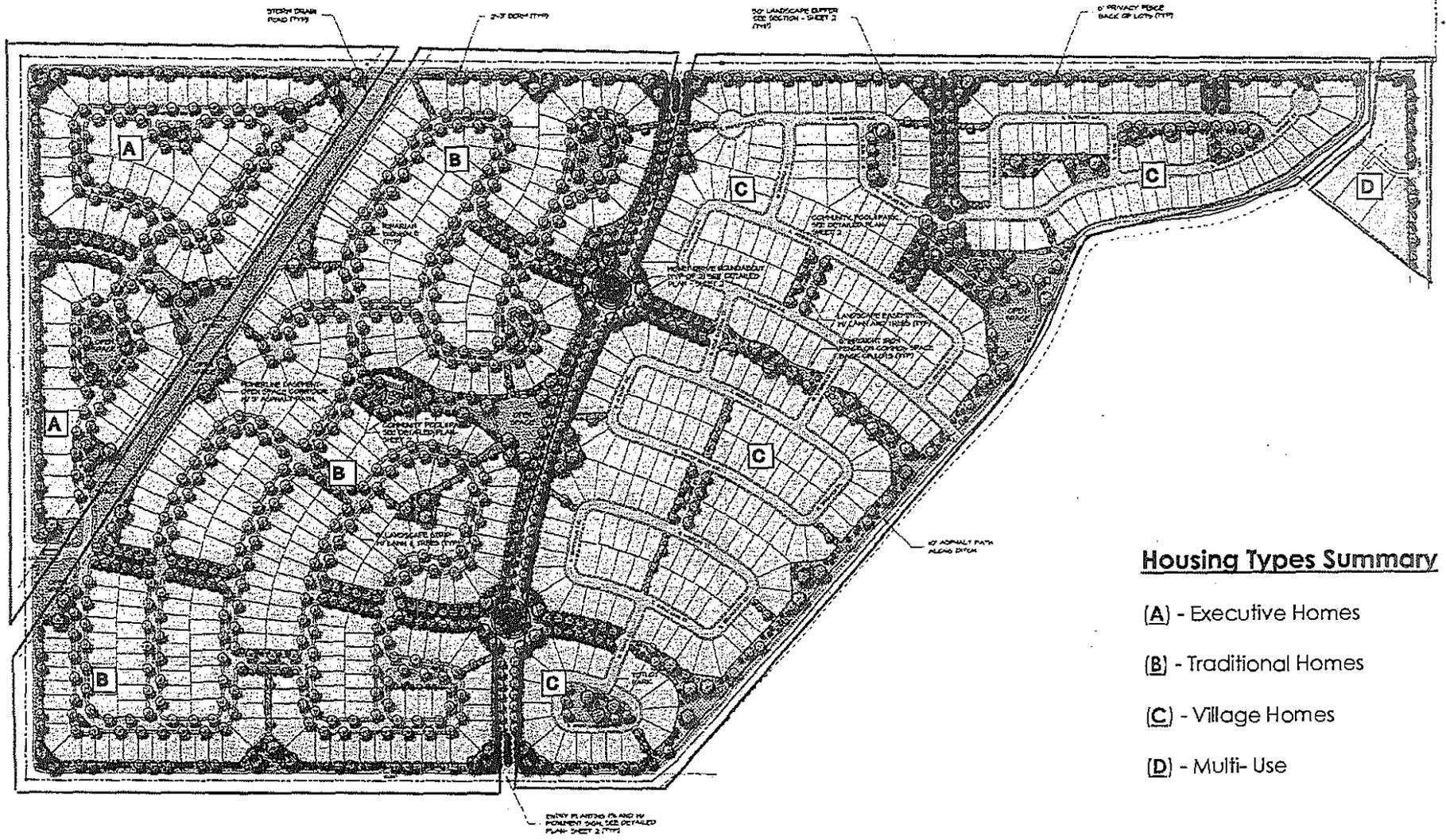
JUNE 14, 2006



Bailey Engineering, Inc.
 CIVIL ENGINEERING | PLANNING | CADD
 100 W. 1000 N.
 TWIN FALLS, IDAHO 83401
 TEL: 208.333.8888

JENSEN BELTS
 ASSOCIATES
 Site Planning
 Landscape Architecture

EXHIBIT B



Housing Types Summary

- (A) - Executive Homes
- (B) - Traditional Homes
- (C) - Village Homes
- (D) - Multi- Use

SPRINGHILL SUBDIVISION

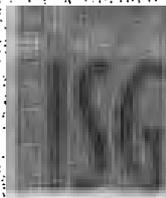
KUNA, IDAHO

JUNE 14, 2006



Bailey Engineering, Inc.
 Civil Engineering | Planning | CADD
 100 S. BROADWAY
 TALLAHASSEE, FL 32301

JENSENBELTS
 ASSOCIATES
 The Planning
 Landscape Architecture



IDAHO
SURVEY
GROUP

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 05-348-01

May 18, 2006

Springhill Subdivision Prelim. Plat

A parcel of land located in the West 1/2 of Section 1, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: **BEGINNING** at the corner common to Sections 35 and 36 of T.3N., R.1W., and Sections 1 and 2 of T.2N., R.1W., B.M.;

Thence South $89^{\circ}12'54''$ East, 2657.99 feet to the 1/4 corner common to said Sections 36 and 1;

Thence along the North-South mid-section line, common to the West lines of Lake Hazel Estates and Pear Blossom Subdivision, as same are recorded in Book 29 of Plats at Page 1800, and Book 85 of Plats at Page 9605, respectively, South $00^{\circ}54'58''$ West, 2629.88 feet to the center of said Section 1;

Thence continuing along said North-South mid-section line South $00^{\circ}21'55''$ West, 2634.79 feet to the South 1/4 corner of said Section 1;

Thence along the section line North $89^{\circ}32'42''$ West, 799.06 feet;

Thence North $38^{\circ}34'48''$ East, 609.30 feet to a point in the center of the Mason Creek Feeder;

Thence along the center of said Mason Creek Feeder the following courses and distances:

North $32^{\circ}56'16''$ West, 41.13 feet;

North $24^{\circ}37'30''$ West, 78.89 feet;

North $21^{\circ}39'35''$ West, 44.63 feet;

North $27^{\circ}12'47''$ West, 47.62 feet;

North $17^{\circ}42'08''$ West, 79.89 feet;

North $16^{\circ}06'01''$ West, 74.70 feet;

North $06^{\circ}18'31''$ West, 80.82 feet;

North $03^{\circ}58'22''$ West, 80.04 feet;

North $10^{\circ}11'33''$ West, 89.97 feet;

EXHIBIT A

EXHIBIT

North 09°35'59" West, 50.61 feet;

North 03°44'28" West, 35.56 feet;

North 12°24'16" West, 69.49 feet;

Thence 139.82 feet along the arc of a curve to the left, having a radius of 143.00 feet, a central angle of 56°01'13", and a long chord bearing North 40°24'56" West, 134.31 feet;

Thence North 68°25'33" West, 163.65 feet;

Thence 339.78 feet along the arc of a curve to the right, having a radius of 1082.00 feet, a central angle of 17°59'34", and a long chord bearing North 59°25'46" West, 338.39 feet;

Thence North 50°25'59" West, 87.82 feet;

Thence 108.16 feet along the arc of a curve to the right, having a radius of 1100.00 feet, a central angle of 5°38'01", and a long chord bearing North 47°36'58" West, 108.11 feet;

Thence North 44°47'58" West, 234.52 feet;

Thence 51.55 feet along the arc of a curve to the left, having a radius of 1100.00 feet, a central angle of 2°41'07", and a long chord bearing North 46°08'31" West, 51.55 feet;

Thence North 47°29'04" West, 288.72 feet;

Thence North 47°03'31" West, 292.85 feet;

Thence North 49°17'03" West, 221.73 feet;

Thence North 44°48'15" West, 151.99 feet;

Thence North 47°25'55" West, 231.99 feet;

Thence North 46°10'44" West, 235.17 feet;

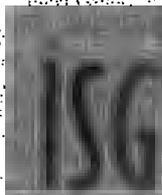
Thence North 39°34'33" West, 126.02 feet to a point on the West boundary of said Section 1;

Thence North 00°27'02" West, 2348.70 feet to the Point of Beginning.
Containing 225.54 acres, more or less.



Prepared By:
Idaho Survey Group, P.C.

EXHIBIT A



IDAHO
SURVEY
GROUP

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 05-348-01

May 10, 2006

Rezone Description for A to R-6
Proposed Springhill Subdivision

A parcel of land located in the West 1/2 of Section 1, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: **BEGINNING** at the corner common to Sections 35 and 36 of T.3N., R.1W., and Sections 1 and 2 of T.2N., R.1W., B.M.;

Thence South $89^{\circ}12'54''$ East, 2657.99 feet to the 1/4 corner common to said Sections 36 and 1;

Thence along the North-South mid-section line, common to the West lines of Lake Hazel Estates and Pear Blossom Subdivision, as same are recorded in Book 29 of Plats at Page 1800, and Book 85 of Plats at Page 9605, respectively, South $00^{\circ}54'58''$ West, 2629.88 feet to the center of said Section 1;

Thence continuing along said North-South mid-section line South $00^{\circ}21'55''$ West, 1349.38 feet;

Thence South $89^{\circ}55'47''$ West, 652.59 feet to a point in the center of Mason Creek Feeder Ditch;

Thence 69.89 feet along said ditch and the arc of a non-tangent curve to the left, having a radius of 143.00 feet, a central angle of $28^{\circ}00'15''$, and a long chord bearing North $54^{\circ}25'25''$ West, 69.20 feet;

Thence North $68^{\circ}25'33''$ West, 163.65 feet;

Thence 339.78 feet along the arc of a curve to the right, having a radius of 1082.00 feet, a central angle of $17^{\circ}59'34''$, and a long chord bearing North $59^{\circ}25'46''$ West, 338.39 feet;

Thence North $50^{\circ}25'59''$ West, 87.82 feet;

Thence 108.16 feet along the arc of a curve to the right, having a radius of 1100.00 feet, a central angle of $5^{\circ}38'01''$, and a long chord bearing North $47^{\circ}36'58''$ West, 108.11 feet;

Thence North $44^{\circ}47'58''$ West, 234.52 feet;

RECEIVED

EXHIBIT

KUNAP & Z

Professional Land Surveyors

EXHIBIT B

Thence 51.55 feet along the arc of a curve to the left, having a radius of 1100.00 feet, a central angle of 2°41'07", and a long chord bearing North 46°08'31" West, 51.55 feet;

Thence North 47°29'04" West, 288.72 feet;

Thence North 47°03'31" West, 292.85 feet;

Thence North 49°17'03" West, 221.73 feet;

Thence North 44°48'15" West, 151.99 feet;

Thence North 47°25'55" West, 231.99 feet;

Thence North 46°10'44" West, 235.17 feet;

Thence North 39°34'33" West, 126.02 feet to a point on the West boundary of said Section 1;

Thence North 00°27'02" East, 2348.70 feet to the Point of Beginning. Containing 208.58 acres, more or less.

Prepared By:
Idaho Survey Group, P.C.

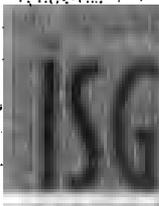


D. Terry Peugh, PLS

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KUNA P & Z



IDAHO
SURVEY
GROUP

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 05-348-01

May 10, 2006

Rezone Description for A to R-20
Proposed Springhill Subdivision

A parcel of land located in the SE 1/4 of the SW 1/4 of Section 1, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: **BEGINNING** at the South 1/4 corner of said Section 1, from which the Southwest corner of said section bears North 89°32'42" West, 2640.54 feet;

Thence North 89°32'42" West, 799.06 feet;

Thence North 38°34'48" East, 621.37 feet;

Thence South 37°08'12" East, 279.26 feet;

Thence 38.68 feet along the arc of a curve to the left, having a radius of 44.30 feet, a central angle of 50°01'30", and a long chord bearing South 62°08'57" East, 37.46 feet;

Thence South 87°09'42" East, 125.19 feet;

Thence South 74°51'42" East, 89.31 feet to a point on the North-South mid-section line;

Thence along said line South 00°21'55" West, 222.45 feet to the Point of Beginning. Containing 5.00 acres, more or less.

Prepared By:
Idaho Survey Group, P.C.



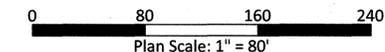
D. Terry Peugh, PLS

RECEIVED

KUNAP & Z

PLAT OF SPRINGHILL SUBDIVISION No. 3

A PARCEL OF LAND SITUATED IN A PORTION OF
THE NORTHWEST 1/4 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
B.M., CITY OF KUNA, ADA COUNTY, IDAHO
2022



SHEET INDEX

- SHEET 1 - SUBDIVISION MAP AND LEGEND
- SHEET 2 - DETAIL PLAT MAP
- SHEET 3 - DETAIL PLAT MAP AND NOTES
- SHEET 4 - CERTIFICATE OF OWNERS, CURVE AND LINE TABLES
- SHEET 5 - CERTIFICATES AND APPROVALS

LEGEND

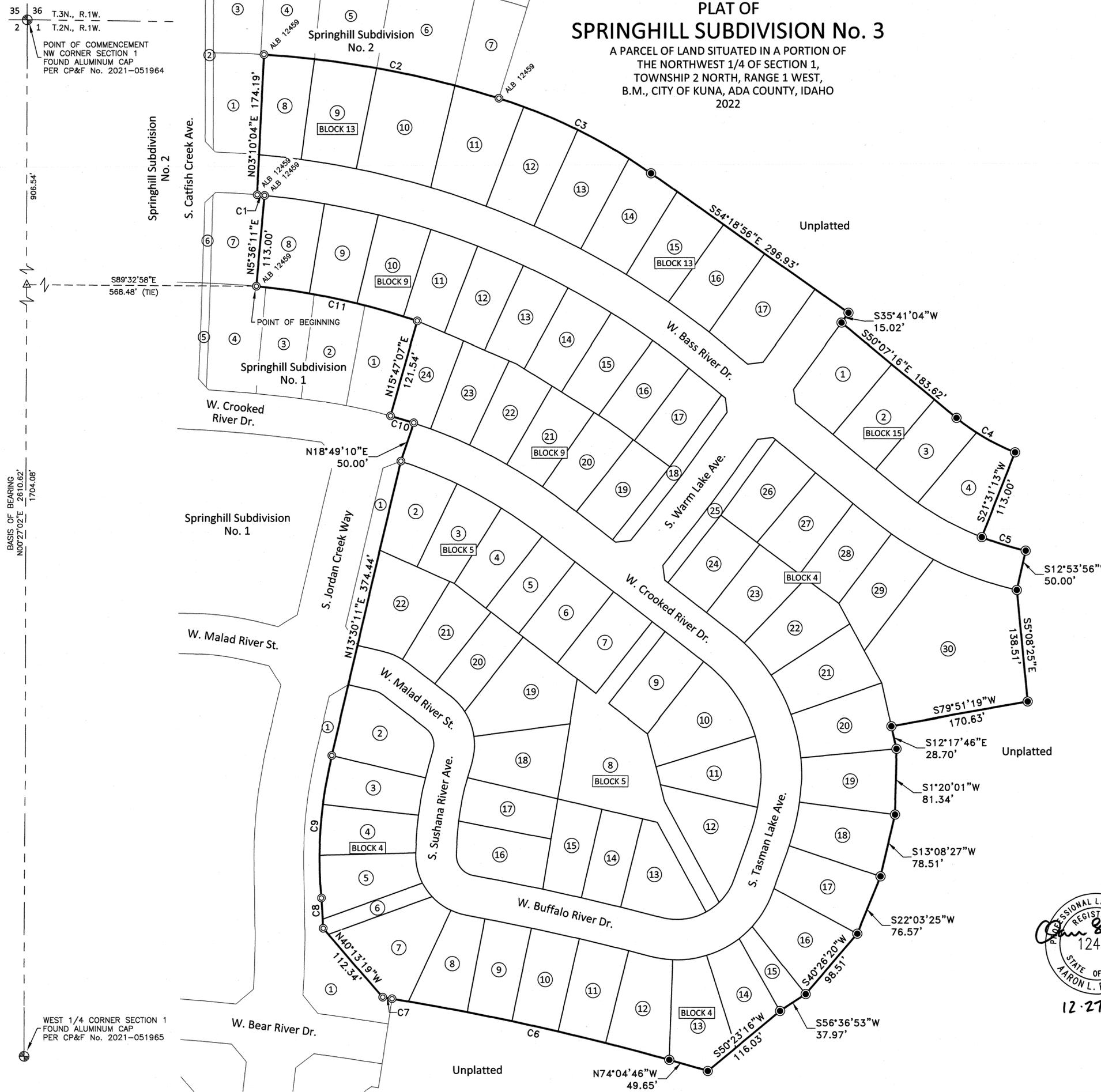
- FOUND ALUMINUM CAP AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 7729", UNLESS NOTED OTHERWISE
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 7729", UNLESS NOTED OTHERWISE
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- CALCULATED POINT, NOTHING FOUND OR SET
- NEW LOT NUMBER
- EXISTING LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- SECTION LINE
- ROAD CENTERLINE
- EASEMENT LINE
- ACHD EASEMENT (SEE NOTE 14)

REFERENCES

- R1. SPRINGHILL SUBDIVISION No. 1, BOOK 114, PAGES 17026-17031, RECORDS OF ADA COUNTY, IDAHO.
- R2. SPRINGHILL SUBDIVISION No. 2, BOOK x, PAGES x-x, RECORDS OF ADA COUNTY, IDAHO.
- R3. RECORD OF SURVEY No. 7588, RECORDS OF ADA COUNTY, IDAHO.
- R4. WARRANTY DEED PER INSTRUMENT No. 2017-048306, RECORDS OF ADA COUNTY, IDAHO.
- R5. WARRANTY DEED PER INSTRUMENT No. 2020-013204, RECORDS OF ADA COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.

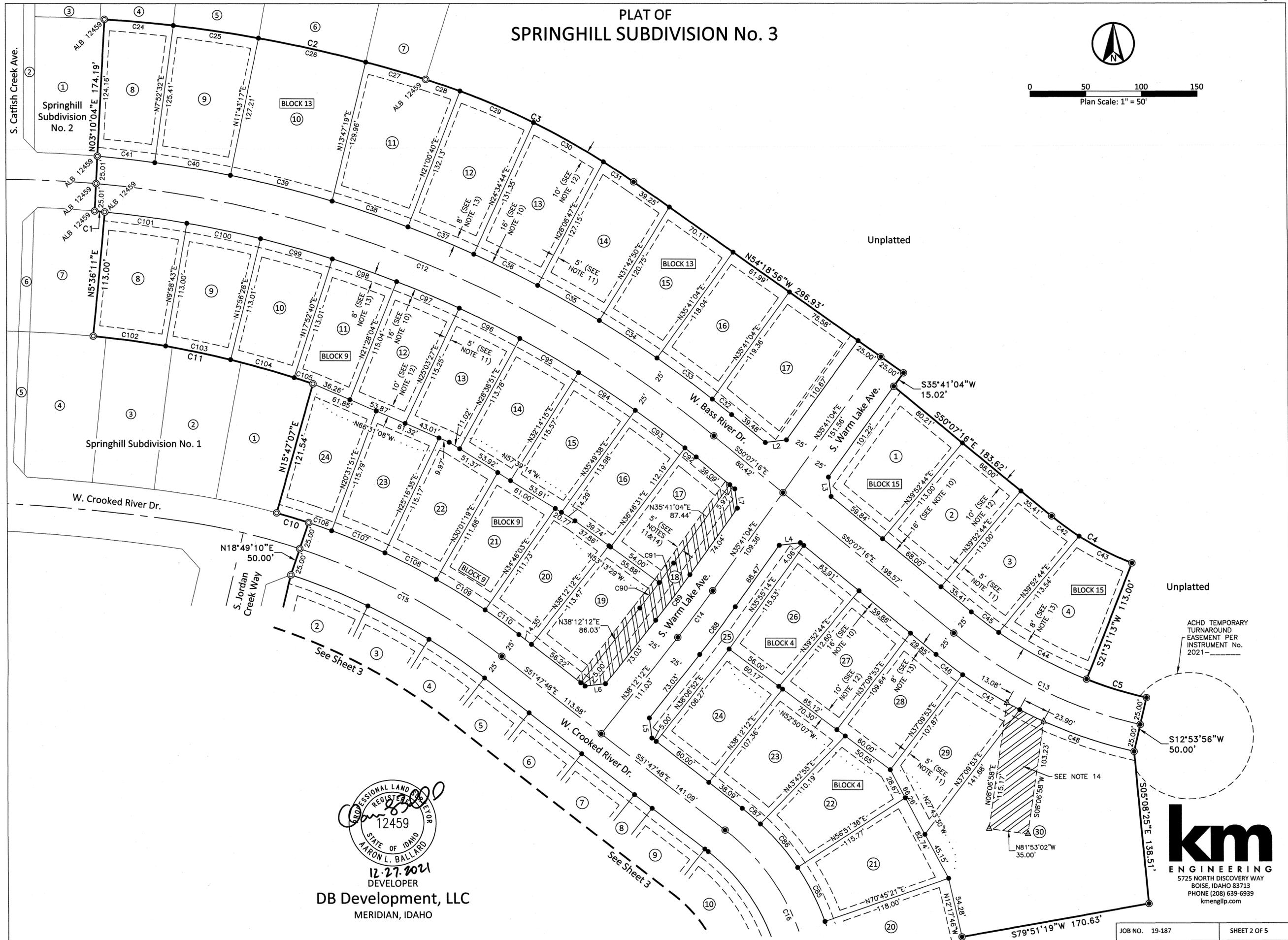
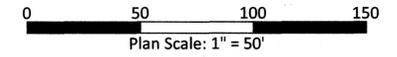


12-27-2021

DEVELOPER
DB Development, LLC
MERIDIAN, IDAHO



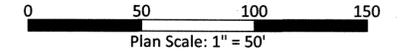
PLAT OF SPRINGHILL SUBDIVISION No. 3



DB Development, LLC
 MERIDIAN, IDAHO



PLAT OF SPRINGHILL SUBDIVISION No. 3



NOTES

- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET THE MINIMAL DIMENSIONAL STANDARDS AS REQUIRED IN THE CITY OF KUNA ZONING ORDINANCE.
- THIS SUBDIVISION IS SUBJECT TO A CITY OF KUNA DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT No. 107040487, RECORDS OF ADA COUNTY, IDAHO. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO A FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE ON FILE AT THE ADA COUNTY RECORDER'S OFFICE AS INSTRUMENT No. 2018-089185, AND MAY BE AMENDED FROM TIME TO TIME.
- MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY. SUCH LOTS MUST REMAIN FREE OF ENCROACHMENTS AND OBSTRUCTIONS TO SAID IRRIGATION/DRAINAGE FACILITIES.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- IRRIGATION WATER HAS BEEN PROVIDED FROM KUNA MUNICIPAL IRRIGATION SYSTEM IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM KUNA MUNICIPAL IRRIGATION SYSTEM. PER KUNA CITY ORDINANCE #202- (INSTRUMENT No. 202- RECORDS OF ADA COUNTY, IDAHO) IRRIGATION WATER RIGHTS HAVE BEEN TRANSFERRED TO KUNA MUNICIPAL IRRIGATION SYSTEM.
- LOTS 6, 15, 25 AND 30, BLOCK 4, LOT 8, BLOCK 5, LOT 18, BLOCK 9 AND LOT 10, BLOCK 13 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND KUNA MUNICIPAL IRRIGATION SYSTEM PRESSURE IRRIGATION.
- UNLESS OTHERWISE SHOWN, ALL FRONT LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAYS CONTAIN A 16.00 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA STREET LIGHTS, KUNA MUNICIPAL IRRIGATION SYSTEM PRESSURE IRRIGATION AND LOT DRAINAGE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS TO EACH LOT.
- UNLESS OTHERWISE SHOWN, ALL INTERIOR SIDE LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR KUNA MUNICIPAL IRRIGATION SYSTEM PRESSURE IRRIGATION AND LOT DRAINAGE.
- UNLESS OTHERWISE SHOWN, ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE PERMANENT EASEMENT FOR KUNA MUNICIPAL IRRIGATION SYSTEM PRESSURE IRRIGATION AND LOT DRAINAGE.
- ACHD PUBLIC RIGHT-OF-WAY EASEMENT (SIDEWALK) PER INSTRUMENT No. 2021-166479, RECORDS OF ADA COUNTY, IDAHO.
- ALL OF LOT 15, BLOCK 4, ALL OF LOT 18, BLOCK 9, PORTIONS OF LOTS 9-10, 16, AND 29-30, BLOCK 4 AND PORTIONS OF LOTS 17 AND 19, BLOCK 9 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.
- THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 2021-166482, RECORDS OF ADA COUNTY, IDAHO.



12.27.2021
DEVELOPER

DB Development, LLC
MERIDIAN, IDAHO



PLAT OF SPRINGHILL SUBDIVISION No. 3

CERTIFICATE OF OWNERS

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

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

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 1, WHICH BEARS N00°27'02"E A DISTANCE OF 2,610.62 FEET FROM A FOUND ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 1, THENCE FOLLOWING THE WESTERLY LINE OF SAID NORTHWEST 1/4, S00°27'02"W A DISTANCE OF 906.54 FEET; THENCE LEAVING SAID WESTERLY LINE, S89°32'58"E A DISTANCE OF 568.48 FEET TO A FOUND 5/8-INCH REBAR ON THE SUBDIVISION BOUNDARY OF SPRINGHILL SUBDIVISION NO. 2 (BOOK 121 OF PLATS AT PAGES 18895 THROUGH 18898, RECORDS OF ADA COUNTY, IDAHO) AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING THE SUBDIVISION BOUNDARY OF SAID SPRINGHILL SUBDIVISION NO. 2 THE FOLLOWING FOUR (4) COURSES:

1. N05°36'11"E A DISTANCE OF 113.00 FEET TO A FOUND 5/8-INCH REBAR;
2. 9.23 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 975.00 FEET, A DELTA ANGLE OF 0°32'33", A CHORD BEARING OF N84°40'06"W AND A CHORD DISTANCE OF 9.23 FEET TO A FOUND 5/8-INCH REBAR;
3. N03°10'04"E A DISTANCE OF 174.19 FEET TO A FOUND 5/8-INCH REBAR;
4. 294.47 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,196.20 FEET, A DELTA ANGLE OF 14°06'17", A CHORD BEARING OF S79°18'55"E AND A CHORD DISTANCE OF 293.73 FEET TO A FOUND 5/8-INCH REBAR;

THENCE LEAVING SAID SUBDIVISION BOUNDARY, 209.02 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 656.57 FEET, A DELTA ANGLE OF 18°14'24", A CHORD BEARING OF S63°26'01"E AND A CHORD DISTANCE OF 208.14 FEET TO A SET 5/8-INCH REBAR;

THENCE S54°18'56"E A DISTANCE OF 296.93 FEET TO A SET 5/8-INCH REBAR;
 THENCE S35°41'04"W A DISTANCE OF 15.02 FEET TO A SET 5/8-INCH REBAR;
 THENCE S50°07'16"E A DISTANCE OF 183.62 FEET TO A SET 5/8-INCH REBAR;
 THENCE 83.95 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 262.00 FEET, A DELTA ANGLE OF 18°21'31", A CHORD BEARING OF S59°18'02"E AND A CHORD DISTANCE OF 83.59 FEET TO A SET 5/8-INCH REBAR;
 THENCE S21°31'13"W A DISTANCE OF 113.00 FEET TO A SET 5/8-INCH REBAR;
 THENCE 56.43 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 08°37'16", A CHORD BEARING OF S72°47'26"E AND A CHORD DISTANCE OF 56.37 FEET TO A SET 5/8-INCH REBAR;
 THENCE S12°53'56"W A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH REBAR;
 THENCE S05°08'25"E A DISTANCE OF 138.51 FEET TO A SET 5/8-INCH REBAR;
 THENCE S79°51'19"W A DISTANCE OF 170.63 FEET TO A SET 5/8-INCH REBAR;
 THENCE S12°17'46"E A DISTANCE OF 28.70 FEET TO A SET 5/8-INCH REBAR;
 THENCE S01°20'01"W A DISTANCE OF 81.34 FEET TO A SET 5/8-INCH REBAR;
 THENCE S13°08'27"W A DISTANCE OF 78.51 FEET TO A SET 5/8-INCH REBAR;
 THENCE S22°03'25"W A DISTANCE OF 76.57 FEET TO A SET 5/8-INCH REBAR;
 THENCE S40°26'20"W A DISTANCE OF 98.51 FEET TO A SET 5/8-INCH REBAR;
 THENCE S56°36'53"W A DISTANCE OF 37.97 FEET TO A SET 5/8-INCH REBAR;
 THENCE S50°23'16"W A DISTANCE OF 116.03 FEET TO A SET 5/8-INCH REBAR;
 THENCE N74°04'46"W A DISTANCE OF 49.65 FEET TO A SET 5/8-INCH REBAR;
 THENCE 348.58 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3,020.00 FEET, A DELTA ANGLE OF 06°36'48", A CHORD BEARING OF N77°23'09"W AND A CHORD DISTANCE OF 348.38 FEET TO A FOUND 5/8-INCH ON THE SUBDIVISION BOUNDARY OF SPRINGHILL SUBDIVISION NO. 1 (BOOK 114 OF PLATS AT PAGES 17026 THROUGH 17031, RECORDS OF ADA COUNTY, IDAHO);

THENCE FOLLOWING THE SUBDIVISION BOUNDARY OF SAID SPRINGHILL SUBDIVISION NO. 1 THE FOLLOWING NINE (9) COURSES:

1. 11.62 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3,020.00 FEET, A DELTA ANGLE OF 0°13'14", A CHORD BEARING OF N80°48'10"W AND A CHORD DISTANCE OF 11.62 FEET TO A FOUND 5/8-INCH REBAR;
2. N40°13'19"W A DISTANCE OF 112.34 FEET TO A FOUND 5/8-INCH REBAR;
3. 37.51 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A DELTA ANGLE OF 0°35'42", A CHORD BEARING OF N03°01'53"W AND A CHORD DISTANCE OF 37.50 FEET TO A FOUND 5/8-INCH REBAR;
4. 177.47 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A DELTA ANGLE OF 18°29'16", A CHORD BEARING OF N04°15'33"E AND A CHORD DISTANCE OF 176.70 FEET TO A FOUND 5/8-INCH REBAR TO A FOUND 5/8-INCH REBAR;
5. N13°30'11"E A DISTANCE OF 374.44 FEET TO A FOUND 5/8-INCH REBAR;
6. N18°49'10"E A DISTANCE OF 50.00 FEET TO A FOUND 5/8-INCH REBAR;
7. 29.81 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 625.00 FEET, A DELTA ANGLE OF 02°43'57", A CHORD BEARING OF N72°50'55"W AND A CHORD DISTANCE OF 29.81 FEET TO A FOUND 5/8-INCH REBAR;
8. N15°47'07"E A DISTANCE OF 121.54 FEET TO A FOUND 5/8-INCH REBAR;
9. 202.44 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 862.09 FEET, A DELTA ANGLE OF 13°27'16", A CHORD BEARING OF N77°40'09"W AND A CHORD DISTANCE OF 201.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 17.587 ACRES, MORE OR LESS

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

JUSTIN BLACKSTOCK, MANAGER
DB DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF IDAHO }
ADA COUNTY } SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 2022, BY JUSTIN BLACKSTOCK, AS MANAGER OF DB DEVELOPMENT, LLC.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	975.00'	9.23'	0°32'33"	N84°40'06"W	9.23'
C2	1196.20'	294.47'	14°06'17"	S79°18'55"E	293.73'
C3	656.57'	209.02'	18°14'24"	S63°26'01"E	208.14'
C4	262.00'	83.95'	18°21'31"	S59°18'02"E	83.59'
C5	375.00'	56.43'	8°37'16"	S72°47'26"E	56.37'
C6	3020.00'	348.58'	6°36'48"	N77°23'09"W	348.38'
C7	3020.00'	11.62'	0°13'14"	N80°48'10"W	11.62'
C8	550.00'	37.51'	3°54'26"	N3°01'53"W	37.50'
C9	550.00'	177.47'	18°29'16"	S4°15'33"W	176.70'
C10	625.00'	29.82'	2°43'57"	N72°50'55"W	29.81'
C11	862.09'	202.44'	13°27'16"	N77°40'09"W	201.98'
C12	1000.00'	608.53'	34°51'58"	S67°33'20"E	599.18'
C13	400.00'	188.35'	26°58'48"	S63°36'40"E	186.62'
C14	1200.00'	52.75'	2°31'02"	N36°56'38"E	52.75'
C15	600.00'	206.27'	19°41'57"	S61°39'00"E	205.26'
C16	200.00'	192.84'	55°14'42"	S24°10'27"E	185.46'
C17	260.00'	75.31'	16°35'42"	S11°44'45"W	75.04'
C18	100.00'	148.11'	84°51'44"	S62°28'27"W	134.94'
C19	3163.00'	235.32'	4°15'45"	N77°13'33"W	235.26'
C20	50.00'	69.90'	80°05'57"	N39°18'28"W	64.35'
C21	407.00'	123.42'	17°22'30"	N9°25'46"E	122.95'
C22	50.00'	61.01'	69°54'49"	N16°50'24"W	57.30'
C23	50.00'	21.56'	24°42'01"	N64°08'49"W	21.39'
C24	1196.20'	62.29'	2°59'01"	S84°52'33"E	62.28'
C25	1196.20'	77.30'	3°42'09"	S81°31'58"E	77.29'
C26	1196.20'	98.82'	4°44'00"	S77°18'54"E	98.79'
C27	1196.20'	56.07'	2°41'08"	S73°36'20"E	56.06'
C28	656.57'	32.37'	2°49'30"	N60°04'16"W	32.37'
C29	656.57'	72.06'	6°17'16"	S66°35'05"E	72.02'
C30	656.57'	72.02'	6°17'05"	S60°17'54"E	71.98'
C31	656.57'	32.57'	2°50'33"	S55°44'06"E	32.57'
C32	1025.00'	22.30'	1°14'47"	N50°44'35"W	22.30'
C33	1025.00'	62.01'	3°27'58"	N53°05'58"W	62.00'
C34	1025.00'	61.80'	3°27'17"	N56°33'36"W	61.79'
C35	1025.00'	63.82'	3°34'03"	N60°04'16"W	63.81'
C36	1025.00'	63.82'	3°34'03"	N63°38'19"W	63.81'
C37	1025.00'	63.82'	3°34'03"	N67°12'22"W	63.81'
C38	1025.00'	71.95'	4°01'18"	N71°00'03"W	71.93'
C39	1025.00'	94.22'	5°16'00"	N75°38'43"W	94.19'
C40	1025.00'	68.80'	3°50'45"	N80°12'05"W	68.79'
C41	1025.00'	52.04'	2°54'33"	N83°34'45"W	52.04'
C42	262.00'	30.66'	6°42'16"	S53°28'24"E	30.64'
C43	262.00'	53.29'	11°39'15"	S62°39'10"E	53.20'
C44	375.00'	89.54'	13°40'48"	N61°38'23"W	89.32'
C45	375.00'	30.62'	4°40'43"	N52°27'38"W	30.61'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C46	425.00'	30.19'	4°04'14"	N52°09'23"W	30.19'
C47	425.00'	60.32'	8°07'55"	N58°15'28"W	60.27'
C48	425.00'	109.61'	14°46'39"	N69°42'45"W	109.31'
C49	3020.00'	80.79'	1°31'58"	N74°50'44"W	80.78'
C50	3020.00'	60.00'	1°08'18"	N76°10'52"W	60.00'
C51	3020.00'	58.00'	1°06'01"	N77°18'02"W	58.00'
C52	3020.00'	56.00'	1°03'45"	N78°22'55"W	56.00'
C53	3020.00'	73.31'	1°23'27"	N79°36'31"W	73.31'
C54	3020.00'	32.10'	0°36'32"	N80°36'31"W	32.10'
C55	550.00'	11.20'	1°09'59"	N1°39'39"W	11.20'
C56	550.00'	26.31'	2°44'27"	N3°36'53"W	26.31'
C57	550.00'	53.00'	5°31'16"	N2°13'27"W	52.98'
C58	550.00'	63.17'	6°34'51"	N3°49'37"E	63.14'
C59	550.00'	61.30'	6°23'09"	N10°18'37"E	61.27'
C60	25.00'	10.78'	24°42'01"	N64°08'49"W	10.69'
C61	25.00'	30.51'	69°54'49"	N16°50'24"W	28.65'
C62	432.00'	34.80'	4°36'55"	N15°48'33"E	34.79'
C63	432.00'	47.07'	6°14'36"	N10°22'48"E	47.05'
C64	432.00'	46.84'	6°12'46"	N4°09'07"E	46.82'
C65	432.00'	2.29'	0°18'12"	N0°53'37"E	2.29'
C66	75.00'	36.26'	27°42'09"	N13°06'33"W	35.91'
C67	75.00'	20.76'	15°51'25"	N34°53'20"W	20.69'
C68	75.00'	28.90'	22°04'32"	N53°51'19"W	28.72'
C69	75.00'	18.93'	14°27'51"	N72°07'31"W	18.88'
C70	3138.00'	24.33'	0°26'39"	N79°08'07"W	24.33'
C71	3138.00'	58.19'	1°03'45"	N78°22'55"W	58.19'
C72	3138.00'	60.27'	1°06'01"	N77°18'02"W	60.27'
C73	3138.00'	62.35'	1°08'18"	N76°10'52"W	62.34'
C74	3138.00'	28.33'	0°31'02"	N75°21'12"W	28.33'
C75	125.00'	27.04'	12°23'47"	N81°17'34"W	26.99'
C76	125.00'	42.43'	19°27'00"	S82°47'03"W	42.23'
C77	125.00'	45.46'	20°50'16"	S62°38'25"W	45.21'
C78	125.00'	21.96'	10°04'04"	S47°11'15"W	21.94'
C79	125.00'	48.24'	22°06'38"	S31°05'55"W	47.94'
C80	285.00'	6.53'	1°18'46"	S19°23'13"W	6.53'
C81	285.00'	55.61'	11°10'45"	S13°08'27"W	55.52'
C82	285.00'	20.41'	4°06'11"	S5°29'59"W	20.40'
C83	225.00'	34.54'	8°47'47"	S0°57'00"E	34.51'
C84	225.00'	54.57'	13°53'45"	S12°17'46"E	54.44'
C85	225.00'	54.57'	13°53'45"	S26°11'32"E	54.44'
C86	225.00'	51.62'	13°08'41"	S39°42'45"E	51.51'
C87	225.00'	21.65'	5°30'43"	S49°02'27"E	21.64'
C88	1225.00'	53.85'	2°31'07"	N36°56'38"E	53.85'
C89	1175.00'	51.65'	2°31'07"	N36°56'38"E	51.65'
C90	1157.00'	28.84'	1°25'41"	N37°29'21"E	28.83'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C91	1157.00'	22.03'	1°05'27"	N36°13'48"E	22.02'
C92	975.00'	13.11'	0°46'13"	N50°30'18"W	13.11'
C93	975.00'	55.88'	3°17'02"	N52°31'56"W	55.87'
C94	975.00'	61.09'	3°35'24"	N55°58'08"W	61.08'
C95	975.00'	61.09'	3°35'24"	N59°33'32"W	61.08'
C96	975.00'	61.09'	3°35'24"	N63°08'55"W	61.08'
C97	975.00'	61.09'	3°35'23"	N66°44'19"W	61.08'
C98	975.00'	61.09'	3°35'23"	N70°19'42"W	61.08'
C99	975.00'	66.99'	3°56'13"	N74°05'30"W	66.98'
C100	975.00'	67.43'	3°57'45"	N78°02'29"W	67.42'
C101	975.00'	74.47'	4°22'34"	N82°12'39"W	74.45'
C102	862.09'	65.84'	4°22'33"	N82°12'31"W	65.82'
C103	862.09'	59.61'	3°57'43"	N78°02'23"W	59.60'
C104	862.09'	59.23'	3°56'11"	N74°05'26"W	59.22'
C105	862.09'	17.76'	1°10'50"	N71°31'56"W	17.76'
C106	625.00'	21.96'	2°00'47"	N70°28'47"W	21.96'
C107	625.00'	51.77'	4°44'44"	N67°06'02"W	51.75'
C108	625.00'	51.77'	4°44'44"	N62°21'18"W	51.75'
C109	625.00'	51.77'	4°44'44"	N57°36'34"W	51.75'
C110	625.00'	37.48'	3°26'08"	N53°31'08"W	37.47'
C111	575.00'	74.55'	7°25'42"	S67°47'55"E	74.50'
C112	575.00'	62.26'	6°12'14"	S60°58'58"E	62.23'
C113	575.00'	61.01'	6°04'46"	S54°50'28"E	60.98'
C114	175.00'	109.51'	35°51'11"	S33°52'13"E	107.73'
C115	175.00'	59.23'	19°23'31"	S6°14'52"E	58.95'
C116	235.00'	29.97'	7°18'27"	S7°06'07"W	29.95'
C117	235.00'	38.09'	9°17'15"	S15°23'58"W	38.05'
C118	75.00'	33.80'	25°49'11"	S32°57'11"W	33.51'
C119	75.00'	20.27'	15°28'53"	S53°36'13"W	20.20'
C120	75.00'	57.02'	43°33'40"	S83°07'29"W	55.66'
C121	3188.00'	51.43'	0°55'27"	N75°	

PLAT OF SPRINGHILL SUBDIVISION No. 3

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ____ DAY OF _____, 2021.

PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY ENGINEER

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

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

DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, A.D. 2021, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK
KUNA, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

DATE

HEALTH CERTIFICATE

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

Rain Paddy REHS
HEALTH OFFICER



10.6.2021
DATE

CERTIFICATE OF ADA COUNTY TREASURER

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

COUNTY TREASURER

DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF SPRINGHILL SUBDIVISION No. 3 WAS FILED AT THE REQUEST OF _____ AT ____ MINUTES PAST ____ O'CLOCK __M., THIS ____ DAY OF _____, ____ A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK _____ OF PLATS AT PAGES _____ THRU _____.

INSTRUMENT NUMBER _____

DEPUTY

EX-OFFICIO RECORDER

FEE:



6.17.2021
DEVELOPER

DB Development, LLC
MERIDIAN, IDAHO

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com



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: 25 January 2022
RE: Public Works Comments
 Springhill Subdivision No. 3 – 21-15-FP (Final Plat)

The Springhill Subdivision No. 3, 21-15-FP, Final Plat request dated 7 January 2022 has been reviewed. This review is based on land use as allowed or permitted in a "R-6" zone. This application encompasses approximately 17 acres. This application contains a total of 74 single-family residential lots and 7 common lots.

Public Works staff supports approval of this 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 responsible engineer of record shall 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) Springhill Subdivision No. 3, 21-15-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 Memory Ranch 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 as-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.

**RESOLUTION NO. R06-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “PARK USE AGREEMENT” WITH THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC., PURSUANT TO THE TERMS OF THE AGREEMENT; 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 “*Park Use Agreement*” with the Kuna Youth Softball and Baseball Association, Inc., in substantially the form as attached hereto as “**EXHIBIT A**” is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute the 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 15th day of February, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of February, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**P ARK USE AGREEMENT
CITY OF KUNA, IDAHO AND KUNA YOUTH SOFTBALL AND BASEBALL
ASSOCIATION, INC.
BERNIE FISHER CITY PARK**

This Park Use Agreement (AGREEMENT) is entered into by and between the City of Kuna, Idaho, (CITY), an Idaho municipal corporation and the Kuna Youth Softball and Baseball Association, Inc. (KYSBA) an Idaho general non-profit corporation, jointly referred to herein as the PARTIES.

WHEREAS, CITY owns and maintains Bernie Fisher City Park (PARK) located at Kuna, Idaho; and

WHEREAS, the PARK has certain improvements including baseball fields, excluding the concession stand; and

WHEREAS, KYSBA desires to use the PARK for its baseball clinics, practices and games during specified times of the year; and

WHEREAS, CITY grants KYSBA permission to use the PARK in exchange for certain contributions including maintenance, care, and improvements at the PARK.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. USE: KYSBA agrees to use the PARK for the sole purpose of operating the baseball and softball program to provide athletic opportunities for the children of Kuna, Idaho.
2. RESPONSIBILITIES:

The CITY Will:

- 2.1. Have the PARK field reserved for KYSBA's exclusive use according to the following schedule:

From March 1 to the third Sunday in July and September 1st to October 16th, Monday through Friday after 4:00 PM until dark, and all-day Saturday.
- 2.2. At all other times individuals and/or groups may use the fields. Groups using the fields must contact the City of Kuna Parks & Recreation Department to ensure fields are available, register for their use, and review and sign the City's Baseball Field Use Agreement, which will include a training on maintaining the fields.
- 2.3. Send out a Notice of Intent to Renew this Agreement on or before December 31, as provided for in paragraph 5.

- 2.4. Maintain the fields including mowing, over-seeding, and irrigating during the schedule set by the CITY. Maintain the irrigation system.

KYSBA Will:

- 2.5. Operate and manage the youth baseball program, including programs and clinics.
 - 2.6. On or about November 1, provide the City Clerk with the names of the officers for KYSBA for the upcoming year.
 - 2.7. If there is going to be a change in the reserved schedule as provided for in paragraph 2.1, provide the change to the City of Kuna Parks & Recreation Department on or before January 31.
 - 2.8. After January 31, reservations for the fields for unscheduled dates and times, as provided for in paragraph 2.1., will be first come, first served.
 - 2.9. KYSBA may, upon good cause, modify the reserved schedule during the season, however any prior reservation, as provided for in paragraph 2.8, will have priority to use the fields.
 - 2.10. Return the Notice of Intent to Renew acknowledgement by January 31.
 - 2.11. Hire and staff the umpires.
 - 2.12. Ensure that the fields are in presentable and playable condition prior to each use.
 - 2.13. Purchase and apply infield materials as needed. (i.e. Diamond Dust, Turface Pro)
 - 2.14. Provide trashcans during KYSBA events, practice and games and keep the area clean.
3. USAGE FEE: There will be no usage fee.
 4. TERM: The term of this AGREEMENT shall be February 16, 2022 to January 31, 2023.
 5. The City will send out a Notice of Intent to Renew to the KYSBA organization's address of file with the Secretary of State for Idaho and the president of the Board of Directors at the organization's post office box. The Notice of Intent to Renew will allow for the extension of this AGREEMENT for additional one (1) year terms.
 6. INSPECTION: KYSBA has inspected and hereby accepts the PARK in the condition at the beginning of this AGREEMENT.
 7. ALTERATIONS: KYSBA shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the express written consent of CITY. All

fixtures and improvements shall become the property of CITY at no cost to the City at termination or expiration of this AGREEMENT.

8. OTHER REQUIREMENTS: KYSBA shall maintain oversight and control of the participants in its program. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.
9. COMPLIANCE WITH GOVERNING LAW: Each PARTY shall comply with all federal, state and local laws, rules and regulations, now in force or which may hereafter be in force pertaining to the use of the PARK.
10. INDEMNIFICATION: KYSBA shall indemnify, hold harmless and defend the CITY and its elected or appointed officials, employees and agents from and against all liabilities, claims, suits, losses and expenses, including reasonable attorney' s fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of KYSBA, any act or omission of anyone directly or indirectly employed by KYSBA, or any act or omission for which KYSBA may be liable, whether or not it is caused in whole or in part by the party indemnified.
11. INSURANCE: KYSBA shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:
 - 11.1. Worker's Compensation - in compliance with the state and federal laws, if required.
 - 11.2. Comprehensive Automobile Liability Policy - a minimum coverage of \$1,000,000.00 combined single limits of liability for bodily injuries, death and property damage resulting from anyone occurrence.
 - 11.3. Comprehensive Premises Liability Policy- a minimum coverage of \$1,000,000.00 including the following coverage:
 - 11.3.1. Premises and operations; and
 - 11.3.2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and
 - 11.3.3. Personal injury (with employment and contractual exclusions deleted); and
 - 11.3.4. Broad Form Property Damages coverage.
 - 11.4. KYSBA shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this AGREEMENT commence.

- 11.5. CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.
- 11.6. All insurance shall be written with a company having an A.M. Best rating of at least the "A" category and size categories of VII.
12. UTILITIES: CITY will provide general field maintenance, including lawn mowing, fertilizing, seeding, irrigation and irrigation system maintenance. Any other utility, including electricity shall be provided by KYSBA.
13. RUBBISH: KYSBA shall be responsible for garbage or refuse removal during its use of the PARK.
14. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK., or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. KYSBA shall have no claim for any loss of use during the period that the PARK. is being repaired.
15. NOTICES: Any notice required or intended to be given to the other PARTY under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), or in lieu of personal service, (b) by way of private courier, such as Federal Express or United Parcel Service addressed to the appropriate party and address as set forth herein, or in lieu of private courier, (c) U.S. Mail, registered, postage prepaid, return receipt requested.
- 15.1. CITY notice shall be sent to:
- City Clerk for the City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho 83634
- 15.2. KYSBA notice shall be sent to:
- Kuna Youth Softball and Baseball Ass0ciation, Inc.
Post Office Box 449
Kuna, Idaho 83634
16. TERMINATION: Either Party reserves the right to terminate this AGREEMENT by providing written notice of its election to terminate to the other Party at least sixty (60) days prior to the date of termination.

- 17. ASSIGNMENT: This AGREEMENT is not assignable without the written consent of CITY.
- 18. WAIVER: No failure of the CITY to enforce any term hereof shall be deemed to be a waiver.
- 19. ENTIRE AGREEMENT: This AGREEMENT contains the entire agreement between the parties and may be modified only by an addendum to this AGREEMENT or by a new AGREEMENT in writing, signed by CITY and KYSBA.
- 20. ATTORNEY'S FEES: If either PARTY is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the AGREEMENT, the prevailing party in such proceeding or action shall be entitled to recover from the other PARTY its reasonable attorney's fees and legal costs.

In witness whereof, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF KUNA, IDAHO

Dated this ____ day of _____, _____.

BY: _____
Joe L. Stear, Mayor

ATTEST:

Dated this ____ day of _____, _____.

BY: _____
Chris Engels, City Clerk

KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC.

Dated this ____ day of _____, _____.

BY: _____
William Howe , President

**RESOLUTION NO. R07-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO VACATING THE REMAINING EASEMENTS ESTABLISHED IN INSTRUMENT NUMBERS 2017-013829 AND 2020-044292.

WHEREAS Rising Sun Subdivision No. 1 has been constructed and approved to the standards of the City of Kuna; and

WHEREAS Rising Sun Subdivision No. 1 has sewer easements outside of the rights-of-way that shall be vacated; and

WHEREAS the sewer easements shall not be conveyed in the deeds included in Rising Sun Subdivision No. 1; and

WHEREAS the sewer easements to be vacated are shown in EXHIBIT A.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the sewer easements, attached hereto as EXHIBIT A, of Rising Sun Subdivision No. 1 are vacated, is hereby accepted by the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of February.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of February.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

EXHIBIT A

RISING SUN SUBDIVISION No. 1 CITY OF KUNA SEWER EASEMENT VACATIONS LEGAL DESCRIPTION

Sewer Easement Vacation No. 1

That portion of the North Half of 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 a random line, South 63°44'36" West, 1,995.79 feet to the **POINT OF BEGINNING**;

Thence N 89°00'56" E, 37.49 feet;

Thence S 47°10'37" W, 265.44 feet;

Thence N 03°05'10" E, 35.94 feet;

Thence N 47°10'37" E, 211.70 feet to the **POINT OF BEGINNING**, containing 0.14 acres, more or less.

Sewer Easement Vacation No. 2

That portion of the North Half of 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 a random line, South 60°56'25" West, 1,704.50 feet to the **POINT OF BEGINNING**;

Thence N 89°03'50" E, 67.72 feet;

Thence S 65°35'05" E, 66.93 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 132.44 feet, having a radius of 300.00 feet, a central angle of 25°17'38", a chord bearing of N 78°20'05" W and a chord length of 131.37 feet to the **POINT OF BEGINNING**, containing 331 square feet, more or less.

Sewer Easement Vacation No. 3

That portion of the North Half of 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:

RISING SUN SUBDIVISION No. 1 / CITY OF KUNA
SEWER EASEMENT VACATIONS / LEGAL DESCRIPTION

Page 1 of 3



J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.**J-U-B ENGINEERS, INC.**

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 a random line, South 51°55'53" West, 1,568.20 feet to the beginning of a non-tangent curve and the **POINT OF BEGINNING**;

Thence along said non-tangent curve to the left an arc length of 135.22 feet, having a radius of 210.00 feet, a central angle of 36°53'30", a chord bearing of S 86°15'48" E and a chord length of 132.89 feet;

Thence S 62°52'26" W, 59.97 feet;

Thence N 65°33'38" W, 87.03 feet to the **POINT OF BEGINNING**, containing 0.02 acres, more or less.

Sewer Easement Vacation No. 4

That portion of the North Half of 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 a random line, South 50°19'55" West, 1,454.51 feet to the **POINT OF BEGINNING**;

Thence N 62°52'26" E, 219.09 feet;

Thence S 68°48'27" E, 391.22 feet;

Thence S 52°10'26" W, 2.17 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 58.42 feet, having a radius of 513.89 feet, a central angle of 06°30'49", a chord bearing of N 72°03'44" W and a chord length of 58.39 feet;

Thence N 68°48'20" W, 201.88 feet to the beginning of a curve;

Thence along said curve to the left an arc length of 221.89 feet, having a radius of 285.00 feet, a central angle of 44°36'27", a chord bearing of S 88°53'27" W and a chord length of 216.32 feet;

Thence S 63°26'32" W, 68.14 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 39.50 feet, having a radius of 160.00 feet, a central angle of 14°08'44", a chord bearing of S 70°02'09" W and a chord length of 39.40 feet to the **POINT OF BEGINNING**, containing 5,168 square feet or 0.12 acres, more or less.

Sewer Easement Vacation No. 5

That portion of the North Half of 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 a random line, South 45°59'23" West, 1,315.74 feet to the beginning of a non-tangent curve and the **POINT OF BEGINNING**;

RISING SUN SUBDIVISION No. 1 / CITY OF KUNA
SEWER EASEMENT VACATIONS / LEGAL DESCRIPTION

Page 2 of 3



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Thence along said non-tangent curve to the right an arc length of 76.17 feet, having a radius of 235.36 feet, a central angle of 18°32'29", a chord bearing of N 90°00'00" E and a chord length of 75.83 feet;

Thence N 90°00'00" W, 75.83 feet to the **POINT OF BEGINNING**, containing 156 square feet, more or less.

END DESCRIPTION

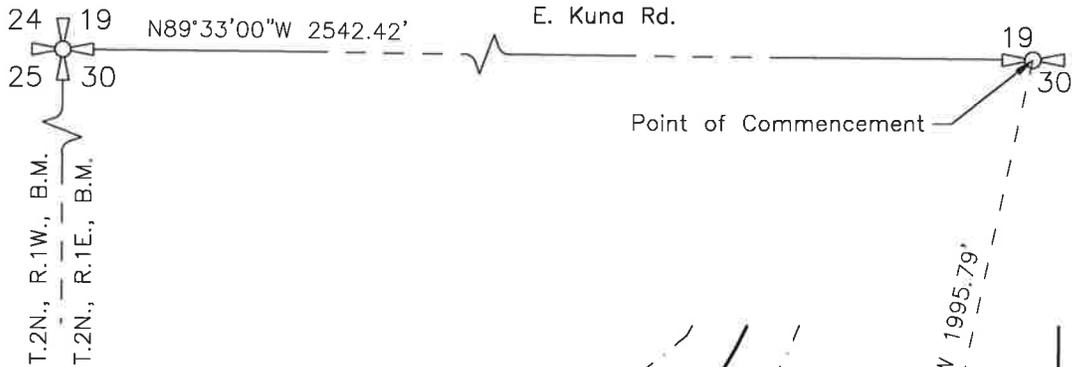
This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

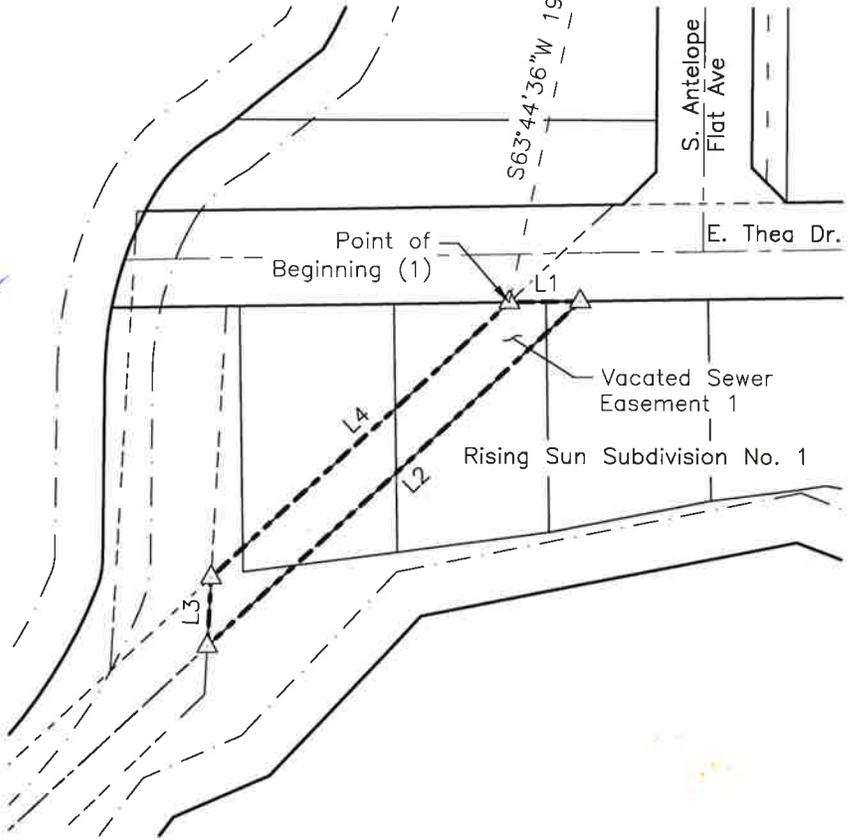
Date



31DEC 2020



31 DEC 2020

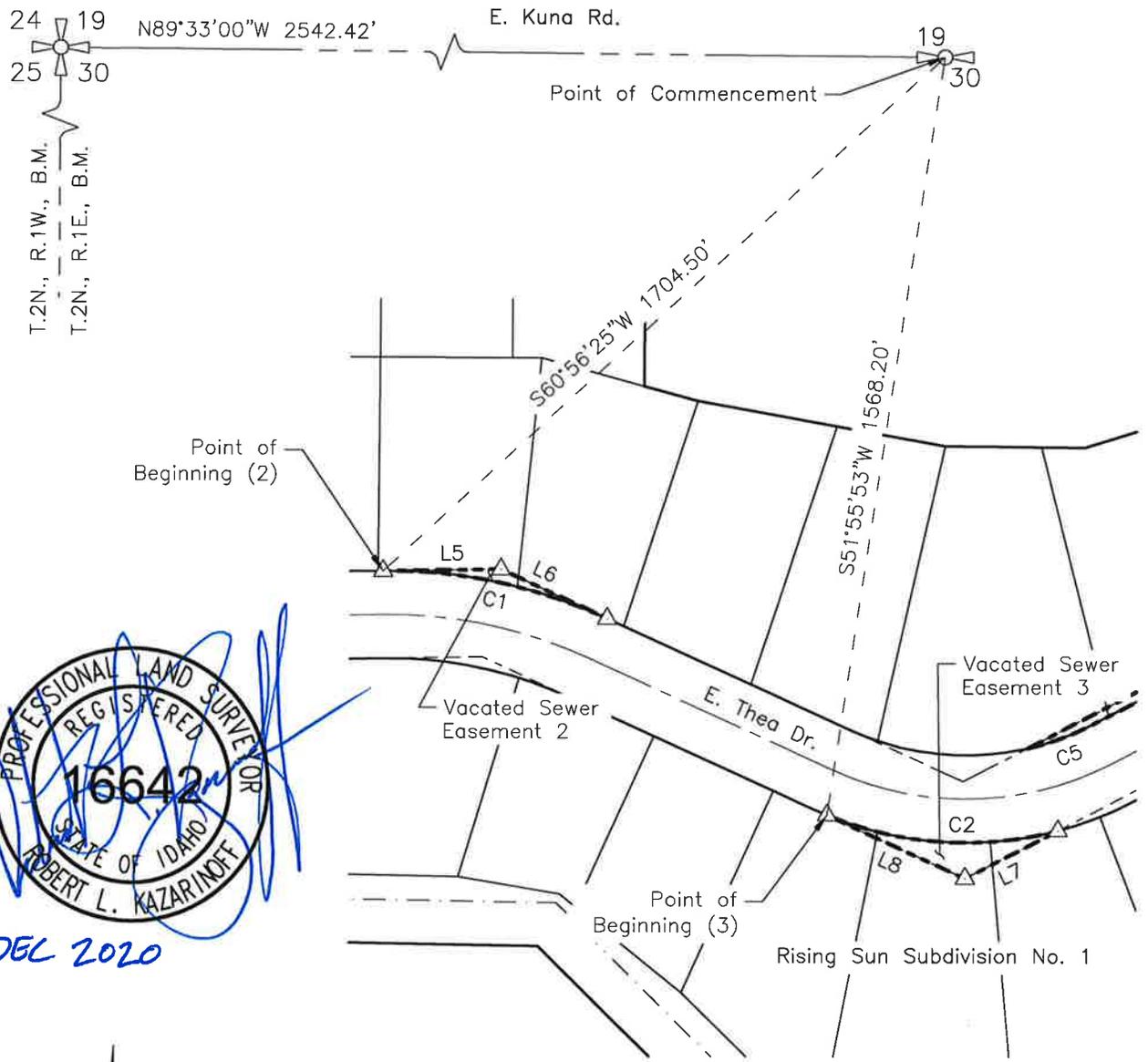


Line Table		
Line #	Direction	Length
L1	N89°00'56"E	37.49'
L2	S47°10'37"W	265.44'
L3	N03°05'10"E	35.94'
L4	N47°10'37"E	211.70'

Exhibit "B"

<p>REUSE OF DRAWINGS</p> <p>THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.</p>	<p>FILE: 19126_SEWER_EASEMENT_VACATION</p> <p>JUB PROJ # 10-17-026</p> <p>DRAWN BY: RLK</p> <p>DESIGN BY: RLK</p> <p>CHECKED BY: RLK</p>	<p>J-U-B ENGINEERS, INC.</p>	<p>CITY OF KUNA</p> <p>VACATED SEWER EASEMENT NO. 1</p> <p>SITUATED IN THE N1/2 OF THE NW1/4 OF SEC. 30 T.2N., R.1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO.</p>	<p>SHEET</p> <p>1 OF 3</p>												
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO</th> <th>REVISION DESCRIPTION</th> <th>BY</th> <th>APPR</th> <th>DATE</th> <th>LAST UPDATED: 12/01/2020</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO	REVISION DESCRIPTION	BY	APPR	DATE	LAST UPDATED: 12/01/2020										
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Plot Date: 12/01/2020 9:39 AM Plotted By: Rob Kazarintoff
 Date Created: 12/01/2020 File Path: C:\PROJECTS\SUBMIT\19-126 RISING SUN SUBDIVISION\CADD\SURVEY\DWG\19-126 SEWER_EASEMENT_VACATION.DWG



31 DEC 2020

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	132.44'	300.00'	25°17'38"	N78°20'05"W	131.37'
C2	135.22'	210.00'	36°53'30"	S86°15'48"E	132.89'

Line Table		
Line #	Direction	Length
L5	N89°03'50"E	67.72'
L6	S65°35'05"E	66.93'
L7	S62°52'26"W	59.97'
L8	N65°33'38"W	87.03'

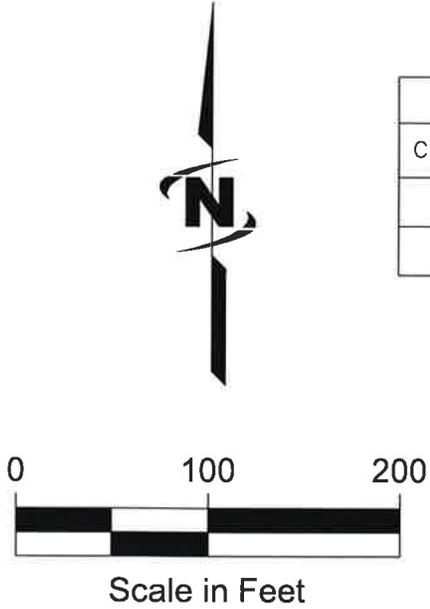
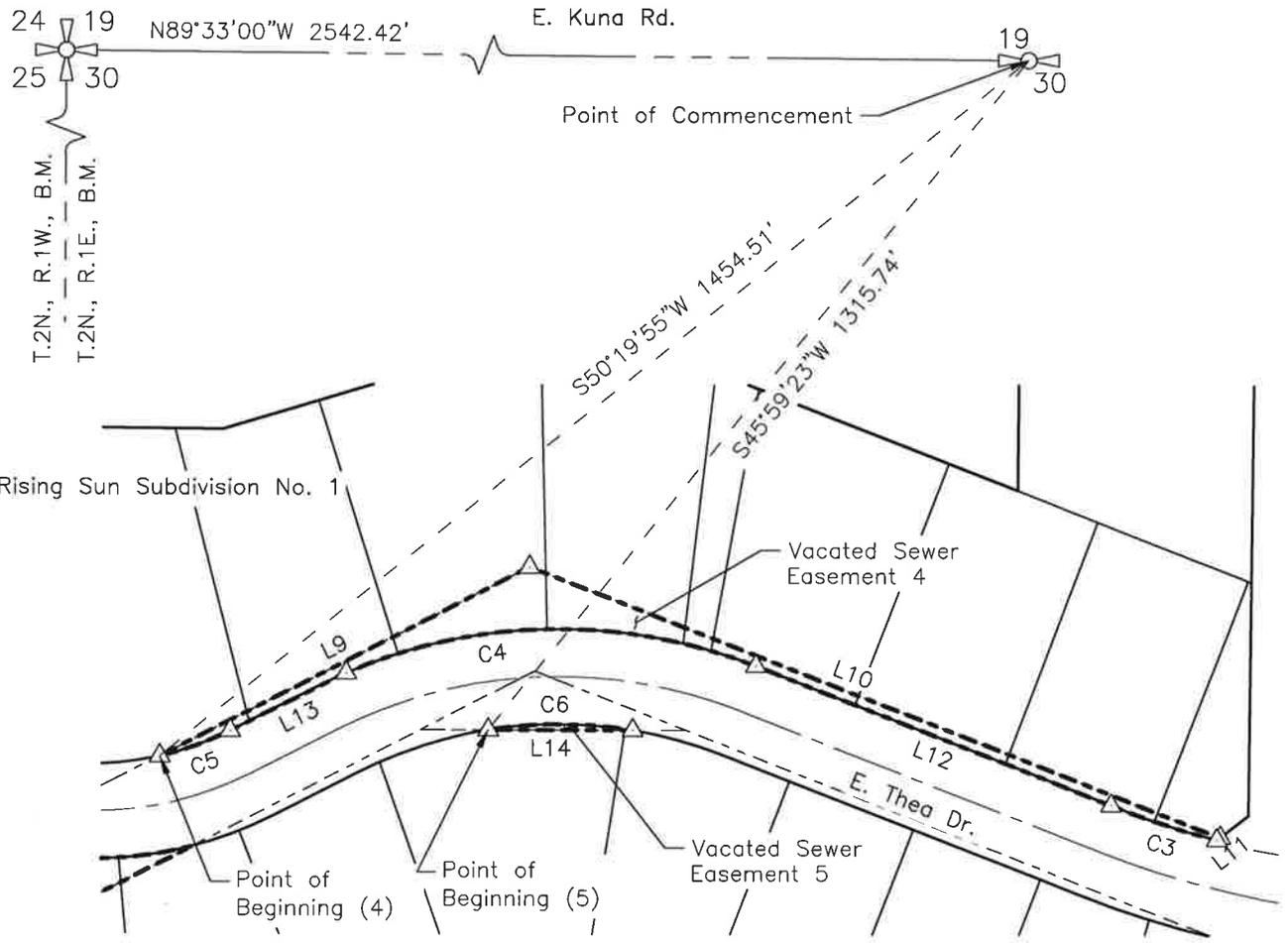


Exhibit "B"

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Date Created: 12/31/2020 P:\PROJECTS\SUB10-19-126 RISING SUN SUBDIVISION\CAD\SURVEY\DWG\19126_SEWER_EASEMENT_VACATION.DWG

REUSE OF DRAWINGS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.	FILE: 19126_SEWER_EASEMENT_VACATION JUB PROJ # 10-17-020 DRAWN BY: RLK DESIGN BY: RLK CHECKED BY: RLK	J-U-B ENGINEERS, INC.	CITY OF KUNA VACATED SEWER EASEMENTS Nos. 2 & 3	SHEET 2 OF 3
	NO. REVISION DESCRIPTION BY APPR. DATE		LAST UPDATED: 12/31/2020	SITUATED IN THE N1/2 OF THE NW1/4 OF SEC. 30 T.2N., R.1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO.



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C3	58.42'	513.89'	6°30'49"	N72°03'44"W	58.39'
C4	221.89'	285.00'	44°36'27"	S88°53'27"W	216.32'
C5	39.50'	160.00'	14°08'44"	S70°02'09"W	39.40'
C6	76.17'	235.36'	18°32'29"	N90°00'00"E	75.83'

Line Table		
Line #	Direction	Length
L9	N62°52'26"E	219.09'
L10	S68°48'27"E	391.22'
L11	S52°10'26"W	2.17'
L12	N68°48'20"W	201.88'
L13	S63°26'32"W	68.14'
L14	N90°00'00"W	75.83'

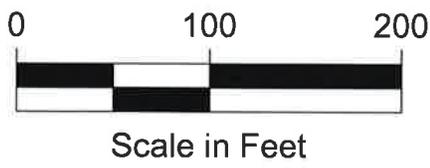


Exhibit "B" 31 DEC 2020

Plot Date: 12/31/2020 10:40 AM Plotted By: Rob Kazarinoff
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NO.	REVISION DESCRIPTION	BY	DATE	LAST UPDATED: 12/31/2020

**RESOLUTION NO. R08-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “DEVELOPMENT AGREEMENT” BETWEEN STERLING MEADOWS LLC AND CITY OF KUNA, PURSUANT TO THE TERMS OF THE AGREEMENT; 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 “*Development Agreement*” with Sterling Meadows LLC, in substantially the form as attached hereto as “**EXHIBIT A**” is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute the 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 15th day of February, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of February, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

After Recording, Return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (**Agreement**) is entered into by and between the City of Kuna, a municipal corporation in the State of Idaho (**City**); and Sterling Meadows LLC. (**Owner**)

WHEREAS, Owner owns approximately 80.75 acres of real property located at 4387 W Hubbard Road, Kuna, Ada County, Idaho commonly referred to in Ada County Assessor's records as Parcel Nos.S1315212403, S1315244600, S1315214551 and legally described in Exhibit A attached hereto and incorporated herein by this reference (**Property**) ; and

WHEREAS Owner intends to improve the property (also known as Ewing Meadows Subdivision) according to the Kuna City Code and the City's Public Works Department standards at the time(s) the property is improved; and

WHEREAS, the City, pursuant to Idaho Code Section 67-6511A, has the authority to rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area.

CONDITIONS OF DEVELOPMENT

1. **Concept Plan:** Concept Plan attached hereto as Exhibit" B" is hereby incorporated herein by this reference as if set forth in full. Owner shall be bound to abide by said Concept Plan and shall develop the Property substantially consistent with the Concept Plan.
2. **Sewer Design and Construction:** The temporary sewer lift station will be located in the northwest corner of Ewing Meadows subdivision until the regional lift station located in Sabino's Rocky Ridge subdivision is constructed and operational. Sabino's Rocky Ridge Subdivision is legally described in Exhibit C attached hereto. The temporary lift station shall service Ewing Meadow's 294 residential connections, Sabino's Rocky Ridge 173 residential connections and approximately 80 EDU connections from the six commercial lots associated with Sabino's Rocky Ridge commercial lots.

The temporary sewer force main's route shall be determined through the construction drawing review process. The force main's design and construction will be based on the completion of the Danskin replacement force main project as shown in Exhibit B. If the Danskin replacement force main project is completed prior to the temporary lift station construction, the force main will connect to the abandoned Danskin force main. If the Danskin replacement force main project is not completed prior to the temporary lift station

construction, the temporary lift station will pump into the Crimson Point force main and be managed with telemetry to avoid pumping conflicts. The Owner shall take financial responsibility of any required upgrades (such as SCADA or system) that may be needed to support the temporary lift station and force main. The Owner shall also take responsibility of any and all consequences (including unintended) that occur as a result of telemetry malfunction.

The Owner will be required to design, construct, and decommission the lift station and force main improvements per all affected agencies, including but not limited to IDEQ, ditch or canal companies, CDH, and ACHD, requirements. The decommissioning of the temporary system and ultimate configuration of gravity sewer shall occur with the regional lift station's operational time frame.

3. **Maintenance and Operation:** The maintenance and operation of the Ewing Meadows Lift Station will be at Ewing Meadows (Owner or Home Owners Association) and Sabino's Rocky Ridge subdivisions cost during the operation phase of the station. The Owner and City to coordinate site specific needs for lift station during design and approval process.

ADDITIONAL REQUIREMENTS:

Changes and Modifications: No change in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Ordinances. In the event Owner changes or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Ordinances, Owner shall be in default of this Agreement.

Default: The failure of Owner its heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Kuna City Council as set forth in the Kuna City Ordinances. In the event this Agreement is modified, Owner shall comply with amended terms. Failure to comply with the amended terms shall result in default.

Unenforceable Provisions: If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

Assignment and Transfer: After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Owner. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns: provided, however that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations

City of Kuna

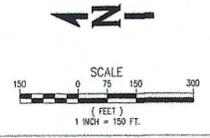
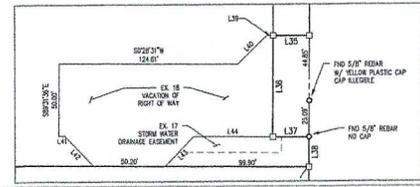
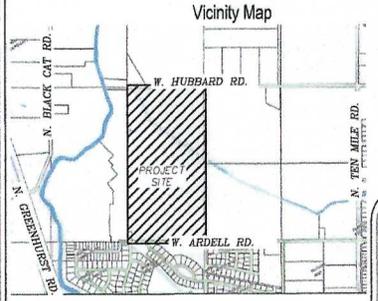
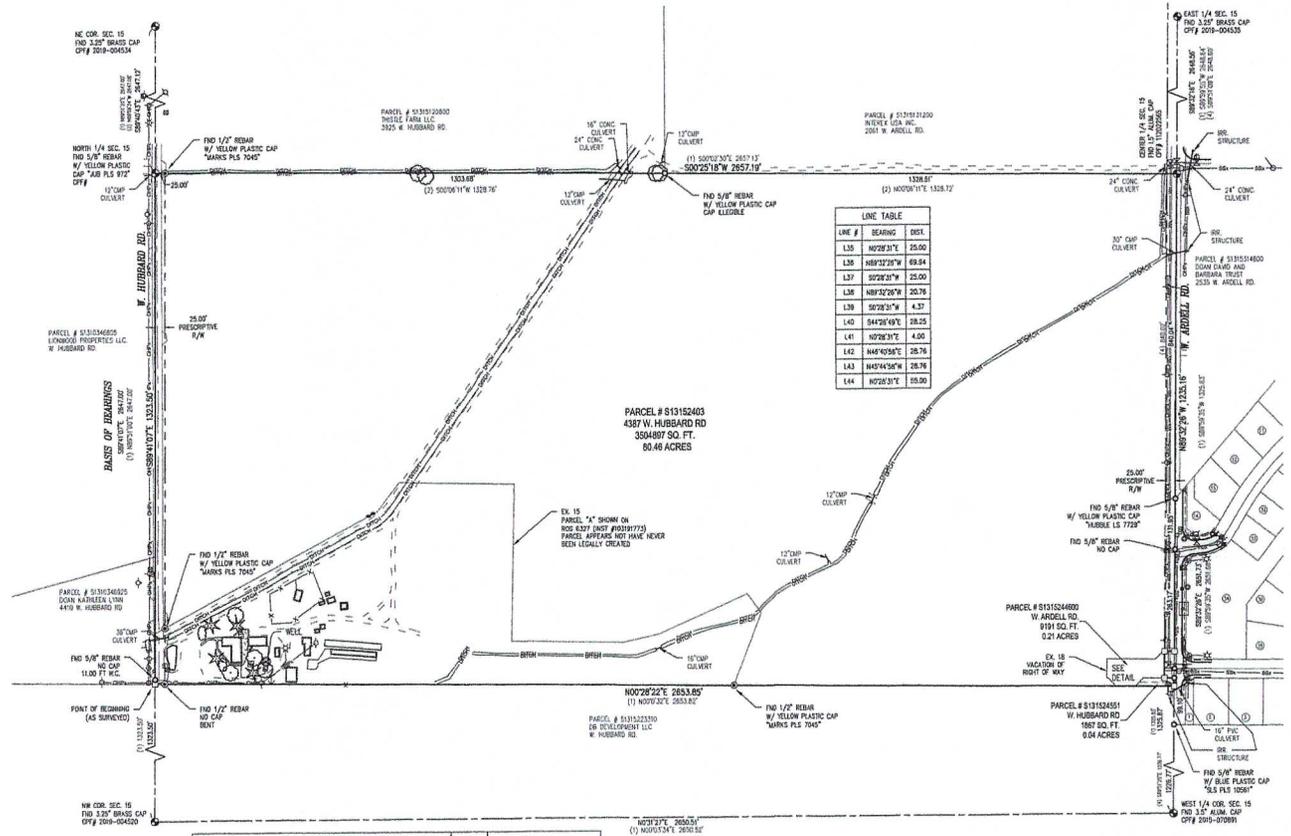
Owner
Sterling Meadows LLC

EXHIBIT A

- | | | | |
|---|---|---|--|
| <p>Notes</p> <p>(N1) SEE SHEET 2 FOR TABLE "B", PART II ITEMS AND LEGAL DESCRIPTIONS.</p> <p>(N2) THERE DOES NOT APPEAR TO BE ANY VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY.</p> <p>(N3) BOUNDARY MONUMENTS SHOWN AS BEING CALCULATED POSITIONS WILL HAVE A PROMINENT MONUMENT SET AND A RECORD OF SURVEY WILL BE COMPLETED TO SUPPORT THIS ALTA SURVEY.</p> | <p>Corresponding Table 'A' Items</p> <p>(3) THE PARCEL IS LOCATED IN FLOOD ZONE DESIGNATION ZONE "X" AREA OF MINIMAL FLOOD HAZARD, PER FEMA COMMUNITY PANEL NO. 18001C0026J, EFFECTIVE DATE OCT. 08, 2003.</p> <p>(4) THE GROSS LAND AREA FOR THE SITE IS 3,517,703 SQ.FT. OR 80.75 ACRES.</p> <p>(16) THERE IS NO OBSERVED EARTHWORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS ON THE SUBJECT PROPERTY.</p> <p>(17) THE SURVEYOR IS NOT AWARE OF ANY PROPOSED STREET OR RIGHT OF WAY CHANGES.</p> | <p>Utility Notes</p> <p>(U1) THE APPROXIMATE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPROXIMATIONS ONLY. THIS SURVEYOR WAS PROVIDED WITH MINIMAL UNDERGROUND PLANS AND/OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.</p> <p>(U2) BEFORE DIGGING IN THIS AREA, CONTACT "800-LINES" (208-342-1686) AND FIELD VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.</p> | <p>Miscellaneous Notes</p> <p>(M1) SOME FEATURES SHOWN ON THIS PLAT MAY BE OUT OF SCALE FOR CLARITY.</p> <p>(M2) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE IDAHO STATE PLANS COORDINATE SYSTEM, WEST ZONE. A COMBINED SCALE FACTOR OF 1.001841860 WAS USED TO CONVERT FROM GRID TO GROUND COORDINATES.</p> <p>(M3) DIMENSIONS ON THIS PLAT ARE EXPRESSED IN US SURVEY FEET AND DECIMAL PARTS THEREOF.</p> <p>(M4) THERE IS NO OBSERVED EVIDENCE OF THE LOCATION OF CEMETERIES OR BURIAL GROUNDS.</p> |
|---|---|---|--|

Legend

● PLS MONUMENT AS NOTED	○ FIRE HYDRANT
○ FOUND 5/8" REBAR AS NOTED	⊗ WATER VALVE
○ FOUND 1/2" REBAR AS NOTED	⊗ WATER METER
○ CALCULATED POINT	⊗ WATER WELL
— PROPERTY BOUNDARY LINE	⊗ SANITARY SEWER MANHOLE
- - - PROPERTY PARCEL LINES	⊗ SEWER CLEAN OUT
- - - EASEMENT LINE	⊗ STORM DRAIN MANHOLE
- - - EXISTING PARCEL LINES	⊗ CATCH BASIN
- - - RIGHT OF WAY LINE AS NOTED	⊗ POWER POLE
- - - EDGE OF DIRT ROAD	⊗ POWER POLE W/ DROP
- - - TOP OF DITCH	⊗ OUT ANCHOR
- - - GAS LINE	⊗ ELECTRICAL VALVE
- - - OVERHEAD POWER LINE	⊗ POWER METER
- - - SANITARY SEWER LINE	⊗ ELECTRICAL TRANSFORMER
- - - WATER LINE	⊗ STREET LIGHT
- - - WIRE FENCE	⊗ TELEPHONE RISER
- - - CONCRETE SIDEWALK	⊗ MAILBOX
- - - EXISTING BUILDING	⊗ BUSH
	⊗ DECIDUOUS TREE
	⊗ CONIFEROUS TREE



- References**
- | | |
|--------------------------------|-----------------------|
| (1) RECORD OF SURVEY NO. 6327 | (6) CP&P 112022555 |
| (2) RECORD OF SURVEY NO. 3548 | (7) CP&P 2018-004658 |
| (3) RECORD OF SURVEY NO. 11688 | (8) CP&P 2018-004634 |
| (4) CEMERON POINT SUB. PHASE 4 | (9) CP&P 2018-004630 |
| (5) DELORES SUBDIVISION. | (10) CP&P 2018-070691 |

ALTA/NSPS Land Title Survey
FOR
STERLING LAND DEVELOPMENT, INC.

Based upon Title Commitment File No. 4108-362622 issued by First American Title Insurance Company dated Sept. 16, 2021 at 07:30 AM.

Surveyor's Certification

To Sterling Land Development LLC, Bridge Bank and each successor and/or assign, and First American Land Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in the accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items: 1, 2, 3, 4, 5a, 5b, 6, 13, 16, 19. The fieldwork was completed on March 26, 2021.

Date of Plat or Map: 11-03-21

Registered Surveyor: **Wayne A. Caudell**
Professional Land Surveyor No. 19748
State of Idaho

Survey Prepared By:
WSP/INC, Inc. 07/31/ NV5
690 S. Industry Way, Ste 10
Meridian, Idaho 83442
Phone: 208-342-5402
Email: wayne.caudell@NV5.com

STERLING DEVELOPMENT - ALTA SURVEY
4387 W. HUBBARD ROAD, KUNA, IDAHO

Items Corresponding to Schedule B - Section Two Exceptions - Part II
(per Title Commitment No.: 4106-3602622 dated Sept. 16, 2021 at 7:30am)

- 1-13. ITEMS 1 THRU 13 ARE NOT "SURVEY" RELATED, DO AFFECT THE PROPERTY BUT ARE NOT PLOTTABLE.
- 14. STATEMENT OF INTENT TO DECLARE MANUFACTURED HOME REAL PROPERTY RECORDED MARCH 5, 1989 AS INSTRUMENT NO. 08020485, RECORDS OF ADA COUNTY, IDAHO. THIS ITEM DOES AFFECT THE PROPERTY BUT IS NOT PLOTTABLE
- 15. ALL MATTERS DISCLOSED BY A RECORD OF SURVEY RECORDED NOVEMBER 13, 2003 UNDER RECORDING NO. 15319778. THIS ITEM DOES AFFECT THE PROPERTY AND IS SHOWN ON THE PLOT
- 16. ENTRANCE ACCESS AND SEWER AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
 BETWEEN: ARROYO INDCO, LLC
 AND: YES DEVELOPMENT, LLC
 RECORDING INFORMATION: 163054589
 THIS ITEM DOES AFFECT THE PROPERTY BUT IS NOT PLOTTABLE
- 17. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:
 RECORDING INFORMATION: 10805181
 IN FAVOR OF: ADA COUNTY HIGHWAY DISTRICT
 FOR: STORM WATER DRAINAGE
 THIS ITEM DOES AFFECT THE PROPERTY AND IS SHOWN ON THE PLOT
- 18. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RESOLUTION" RECORDED: JUNE 14, 2012; RE-RECORDED JUNE 28, 2012
 RECORDING NO.: 112297070; RE-RECORDED AS 112062761
 THIS ITEM DOES AFFECT THE PROPERTY AND IS SHOWN ON THE PLOT
- 19. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:
 GRANTOR/TRUSTOR: THE SWING CO., INC. AN IDAHO CORPORATION
 GRANTEE/BENEFICIARY: Y.E.S. DEVELOPMENT, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY
 TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
 AMOUNT: \$8,000,000.00
 DATED: OCTOBER 7, 2021
 RECORDED: OCTOBER 7, 2021
 RECORDING INFORMATION: 501148167
 THIS ITEM DOES AFFECT THE PROPERTY BUT IS NOT PLOTTABLE
- 20. UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND SECURITY AGREEMENT ON PERSONAL PROPERTY AND RIGHTS OF TENANTS, AND SECURED PARTIES TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.
- 21. ANY OFF-RECORD FACTS, ENCUMBRANCES, EASEMENTS OR POSSESSORY CLAIMS, A SURVEY OR INSPECTION WOULD DISCLOSE.

CURRENT ZONING AND SETBACKS

- 1. CITY OF KUNA ZONING DESIGNATION: A (AGRICULTURAL)
- 2. MINIMUM LOT SIZE: 5 ACRES
- 3. MAXIMUM LOT COVERAGE: 80%
- 4. MAXIMUM HEIGHT: 45'
- 5. BUILDING SETBACKS - A ZONE
 - A. FRONT YARD SETBACK: ON LOCAL ROAD: 20' FROM LOT LINE ON ARTERIAL OR COLLECTOR STREET: 30'
 - B. REAR YARD SETBACK: 30'
 - C. INTERIOR SIDE YARD SETBACK: 10' FROM LOT LINE
 - D. STREET SIDE YARD SETBACK: 15'

LEGAL DESCRIPTION PER TITLE REPORT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADA, STATE OF ID, AND IS DESCRIBED AS FOLLOWS:
 THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY IDAHO.
 EXCEPTING THEREFROM THAT PORTION CONVEYED TO ADA COUNTY HIGHWAY DISTRICT BY WARRANTY DEED RECORDED MAY 1, 2008 AS INSTRUMENT NO. 108051835, RECORDS OF ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 A PARCEL OF LAND, LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 15, T.2N, R.1W, E.M., CITY OF KUNA, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A FOUND 5/8 INCH IRON PIN AT THE WEST 1/4 CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER, NORTH 89°59'35" EAST A DISTANCE OF 1325.77 FEET TO A FOUND 5/8 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°59'35" EAST A DISTANCE OF 20.66 FEET, THE POINT OF BEGINNING;
 THENCE LEAVING SAID SOUTH LINE, NORTH 00°00'32" EAST A DISTANCE OF 80.00 FEET;
 THENCE NORTH 46°12'57" EAST A DISTANCE OF 28.90 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF;
 THENCE ALONG SAID WEST LINE, NORTH 00°00'32" EAST A DISTANCE OF 50.00 FEET;
 THENCE LEAVING SAID WEST LINE, NORTH 40°12'57" EAST A DISTANCE OF 28.90 FEET;
 THENCE NORTH 00°00'32" EAST A DISTANCE OF 4.00 FEET;
 THENCE SOUTH 89°59'35" EAST A DISTANCE OF 50.00 FEET;
 THENCE SOUTH 00°00'32" WEST A DISTANCE OF 124.61 FEET;
 THENCE SOUTH 44°54'49" EAST A DISTANCE OF 28.24 FEET;
 THENCE SOUTH 00°00'32" WEST A DISTANCE OF 29.40 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;
 THENCE ALONG SAID SOUTH LINE, SOUTH 89°59'35" WEST A DISTANCE OF 89.94 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PER SURVEY

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. 8080763), 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 1323.60 feet to the W 1/16 corner common 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 1323.60 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 2857.19 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°32'28" West a distance of 1533.19 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°32'28" 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°32'28" West a distance of 20.78 feet to the C-W 1/16 corner of Section 15;
 THENCE coincident with the W 1/16th line of Section 15, North 0°28'22" East a distance of 2853.65 feet to the POINT OF BEGINNING.
 The above-described parcel contains 3,515,054.92 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.

STERLING DEVELOPMENT - ALTA SURVEY
 4387 W. HUBBARD ROAD, KUNA, IDAHO



Ewing Meadows

Sewer Connection Plan

EXHIBIT B

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

SABINO'S ROCKY RIDGE SUBDIVISION

Carousel Farms

W Hubbard Rd

EWING MEADOWS LIFT STATION

EWING MEADOWS SUBDIVISION

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.

Teed Lateral

W Ardell Rd

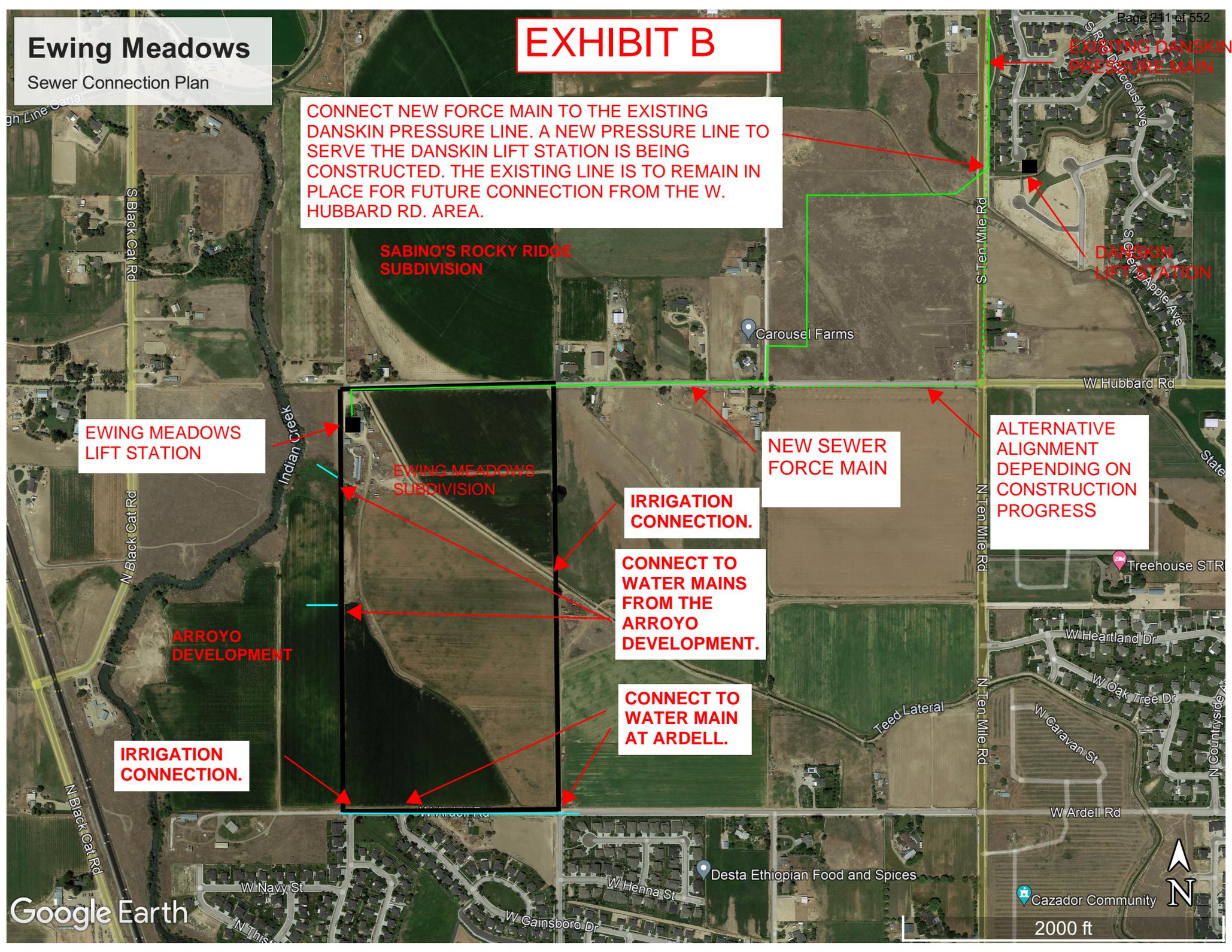
W Navy St

W Henna St

Desta Ethiopian Food and Spices

Cazador Community

2000 ft



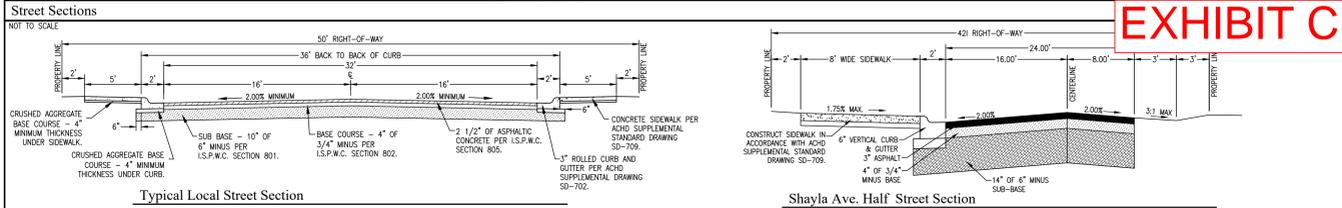
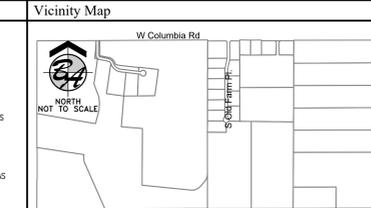


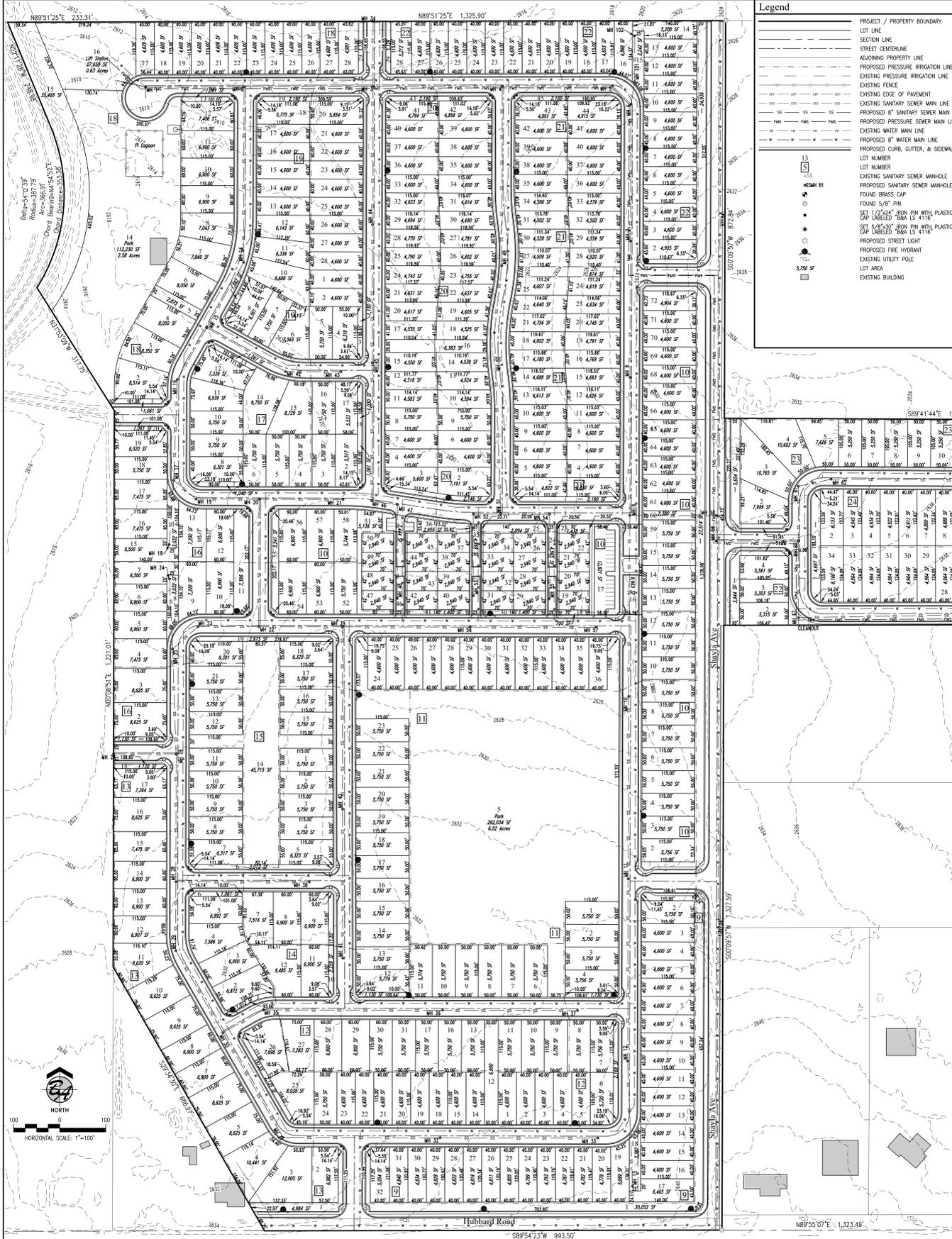
EXHIBIT C

- 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. THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA.
 6. THERE ARE NO IDENTIFIED UNSTABLE ROCK FORMATIONS, OR LANDSLIDE AREAS ON THIS PROPERTY.
 7. THERE ARE AREAS ANTICIPATED TO HAVE SHALLOW BEDROCK.
 8. THIS PROPERTY IS NOT IN AN AQUIFER RECHARGE AREA.
 9. NO UNSTABLE SOILS SUSCEPTIBLE TO EROSION EXISTING ON THIS PROPERTY. ALL AREAS ARE SUITABLE FOR DEVELOPMENT.
 10. SANITARY SEWER SERVICE IS TO BE PROVIDED BY THE CITY OF KUNA.
 11. POTABLE WATER IS TO BE PROVIDED BY THE CITY OF KUNA.
 12. PROPERTIES LIE WITHIN THE NEW YORK IRRIGATION DISTRICT AND THE BOISE PROJECT BOARD OF CONTROL.
 13. PROPERTY LIES WITHIN THE KUNA RURAL FIRE DISTRICT.
 14. EXISTING IRRIGATION FACILITIES TO BE CONTINUED TO THEIR HISTORIC DISCHARGE POINTS.
 15. THESE PROPERTIES ARE CURRENTLY ZONED R-4 AND RR. PROPOSED ZONES R-6, R-8, AND C-1 WITH A REDUCED SETBACK REQUEST FOR THE R-8 ZONE.
 16. EXISTING USE, AGRICULTURAL.
 17. CONTOUR INTERVAL: 2 FOOT DATUM: NAVD 83
 18. COMMON AREAS SHOWN HEREON SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
 19. THIS DEVELOPMENT ANTICIPATES USING SUBSURFACE STORM WATER DISPOSAL OF STORM WATER GENERATED FROM THE LOCAL ROAD SYSTEM.
 20. PUBLIC UTILITIES ARE TO BE PROVIDED FROM THE PUBLIC UTILITY PROVIDERS FROM JOINT TRENCH ADJACENT TO THE PUBLIC ROADS. SPECIFIC DESIGN CRITERIA WILL BE MET DURING THE CONSTRUCTION APPROVAL PHASE OF THIS DEVELOPMENT.
 21. THIS PARCEL LIES WITHIN THE "ZONE X" FLOODWAY PER FEMA MAP #16001C0250L, REVISED OCTOBER 2, 2003.
 22. THE FOLLOWING TAX PARCEL NUMBERS INCLUDED WITHIN THIS SUBDIVISION: S1310449300, S1310427810, S1310314800, AND S1310348650.
 23. POTABLE WATER, SANITARY SEWER, AND PRESSURE IRRIGATION ARE AVAILABLE TO THIS SITE WITH THE EXTENSION OF SERVICES FROM MAINLINES AS REQUIRED.



Sanitary Sewer Manhole Table

SS#	INVERT IN (ELEV)	DIR	INVERT OUT (ELEV)	DIR	DIAMETER (FEET)	SS#	INVERT IN (ELEV)	DIR	INVERT OUT (ELEV)	DIR	DIAMETER (FEET)
1	2000.73	E	2000.63	W	20.00	8	2014.73	S	2014.63	W	20.00
2	2001.69	E	2001.59	W	20.11	10	2015.69	S	2015.59	W	20.11
3	2002.91	N	2002.81	W	20.12	8	2016.91	S	2016.81	W	20.12
4	2003.77	S	2003.67	W	20.16	8	2017.77	S	2017.67	W	20.16
5	2004.80	S	2004.70	W	20.20	8	2018.80	S	2018.70	W	20.20
6	2005.99	S	2005.89	W	20.23	11	2019.99	S	2019.89	W	20.23
7	2006.80	S	2006.70	W	20.25	12	2020.80	S	2020.70	W	20.25
8	2007.10	S	2007.00	W	20.26	12	2021.10	S	2021.00	W	20.26
9	2007.80	S	2007.70	W	20.28	12	2021.80	S	2021.70	W	20.28
10	2008.10	S	2008.00	W	20.29	12	2022.10	S	2022.00	W	20.29
11	2008.99	S	2008.89	W	20.32	12	2022.99	S	2022.89	W	20.32
12	2009.78	S	2009.68	W	20.36	12	2023.78	S	2023.68	W	20.36
13	2010.00	S	2009.90	W	20.37	12	2024.00	S	2023.90	W	20.37
14	2010.32	SW	2010.22	NW	20.37	12	2024.32	S	2024.22	W	20.37
15	2010.58	SW	2010.48	NE	20.37	12	2024.58	S	2024.48	W	20.37
16	2010.88	SW	2010.78	NE	20.37	12	2024.88	S	2024.78	W	20.37
17	2011.18	SW	2011.08	NE	20.37	12	2025.18	S	2025.08	W	20.37
18	2011.48	SW	2011.38	NE	20.37	12	2025.48	S	2025.38	W	20.37
19	2011.78	SW	2011.68	NE	20.37	12	2025.78	S	2025.68	W	20.37
20	2012.08	SW	2011.98	NE	20.37	12	2026.08	S	2025.98	W	20.37
21	2012.38	SW	2012.28	NE	20.37	12	2026.38	S	2026.28	W	20.37
22	2012.68	SW	2012.58	NE	20.37	12	2026.68	S	2026.58	W	20.37
23	2012.98	SW	2012.88	NE	20.37	12	2026.98	S	2026.88	W	20.37
24	2013.28	SW	2013.18	NE	20.37	12	2027.28	S	2027.18	W	20.37
25	2013.58	SW	2013.48	NE	20.37	12	2027.58	S	2027.48	W	20.37
26	2013.88	SW	2013.78	NE	20.37	12	2027.88	S	2027.78	W	20.37
27	2014.18	SW	2014.08	NE	20.37	12	2028.18	S	2028.08	W	20.37
28	2014.48	SW	2014.38	NE	20.37	12	2028.48	S	2028.38	W	20.37
29	2014.78	SW	2014.68	NE	20.37	12	2028.78	S	2028.68	W	20.37
30	2015.08	SW	2014.98	NE	20.37	12	2029.08	S	2028.98	W	20.37
31	2015.38	SW	2015.28	NE	20.37	12	2029.38	S	2029.28	W	20.37
32	2015.68	SW	2015.58	NE	20.37	12	2029.68	S	2029.58	W	20.37
33	2015.98	SW	2015.88	NE	20.37	12	2029.98	S	2029.88	W	20.37
34	2016.28	SW	2016.18	NE	20.37	12	2030.28	S	2030.18	W	20.37
35	2016.58	SW	2016.48	NE	20.37	12	2030.58	S	2030.48	W	20.37
36	2016.88	SW	2016.78	NE	20.37	12	2030.88	S	2030.78	W	20.37
37	2017.18	SW	2017.08	NE	20.37	12	2031.18	S	2031.08	W	20.37
38	2017.48	SW	2017.38	NE	20.37	12	2031.48	S	2031.38	W	20.37
39	2017.78	SW	2017.68	NE	20.37	12	2031.78	S	2031.68	W	20.37
40	2018.08	SW	2017.98	NE	20.37	12	2032.08	S	2031.98	W	20.37
41	2018.38	SW	2018.28	NE	20.37	12	2032.38	S	2032.28	W	20.37
42	2018.68	SW	2018.58	NE	20.37	12	2032.68	S	2032.58	W	20.37
43	2018.98	SW	2018.88	NE	20.37	12	2032.98	S	2032.88	W	20.37
44	2019.28	SW	2019.18	NE	20.37	12	2033.28	S	2033.18	W	20.37
45	2019.58	SW	2019.48	NE	20.37	12	2033.58	S	2033.48	W	20.37
46	2019.88	SW	2019.78	NE	20.37	12	2033.88	S	2033.78	W	20.37
47	2020.18	SW	2020.08	NE	20.37	12	2034.18	S	2034.08	W	20.37
48	2020.48	SW	2020.38	NE	20.37	12	2034.48	S	2034.38	W	20.37
49	2020.78	SW	2020.68	NE	20.37	12	2034.78	S	2034.68	W	20.37
50	2021.08	SW	2020.98	NE	20.37	12	2035.08	S	2034.98	W	20.37
51	2021.38	SW	2021.28	NE	20.37	12	2035.38	S	2035.28	W	20.37
52	2021.68	SW	2021.58	NE	20.37	12	2035.68	S	2035.58	W	20.37
53	2021.98	SW	2021.88	NE	20.37	12	2035.98	S	2035.88	W	20.37



Setback & Zoning Table

EXISTING ZONE	R-4 & RR	PROPOSED R-8 ZONE	R-8	R-8 W/ PUD	EXISTING ZONE	R-4 & RR	EXISTING ZONE	RR
PROPOSED ZONE	R-8	R-8	R-8	R-8	PROPOSED ZONE	R-6	PROPOSED ZONE	C-1
MINIMUM PROPERTY SIZE	13,200 SF	12,500 SF	4,500 SF	2,000 SF	MINIMUM PROPERTY SIZE	2,000 SF	MINIMUM PROPERTY SIZE	2,000 SF
FRONT YARD SETBACK	20 FEET	10 FEET	15 FEET	15 FEET	FRONT YARD SETBACK	20 FEET	FRONT YARD SETBACK	15 FEET
REAR YARD SETBACK	15 FEET	10 FEET	10 FEET	10 FEET	REAR YARD SETBACK	15 FEET	REAR YARD SETBACK	5 FEET
STREET SIDE YARD SETBACK	20 FEET	15 FEET	15 FEET	15 FEET	STREET SIDE YARD SETBACK	20 FEET	STREET SIDE YARD SETBACK	10 FEET
INTERIOR SIDE YARD SETBACK	15 FEET	15 FEET	15 FEET	15 FEET	INTERIOR SIDE YARD SETBACK	0 FEET	INTERIOR SIDE YARD SETBACK	0 FEET
MAXIMUM LOT COVERAGE	40%	50%	40%	40%	MAXIMUM LOT COVERAGE	100%	MAXIMUM LOT COVERAGE	100%
MAXIMUM BUILDING HEIGHT	35 FEET	35 FEET	35 FEET	35 FEET	MAXIMUM BUILDING HEIGHT	35 FEET	MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM STREET FRONTAGE	40 FEET	40 FEET	45 FEET	45 FEET	MINIMUM STREET FRONTAGE	0 FEET	MINIMUM STREET FRONTAGE	0 FEET

Land Use & Density Calculations

DESCRIPTION	AREA (ACRES)	PERCENTAGE	RESIDENTIAL LOTS	STANDARD LOTS	CLUSTER LOTS	NON-BUILDABLE LOTS	LANDSCAPED BUFFER LOTS	OPEN SPACE/PARK LOTS	MINIMUM LOTS	MINIMUM LOTS	MINIMUM LOTS	MINIMUM LOTS
PROJECT	13.00	100%	547	547	547	547	547	547	547	547	547	547
STANDARD LOTS	68.40	50.44%	109	109	109	109	109	109	109	109	109	109
CLUSTER LOTS	4.88	3.69%	72	72	72	72	72	72	72	72	72	72
NON-BUILDABLE LOTS	23.43	17.95%	4	4	4	4	4	4	4	4	4	4
LANDSCAPED BUFFER LOTS	5.81	4.39%	10	10	10	10	10	10	10	10	10	10
OPEN SPACE/PARK LOTS	2.22	1.69%	1	1	1	1	1	1	1	1	1	1
MINIMUM LOTS	0.81	0.60%	21	21	21	21	21	21	21	21	21	21
MINIMUM LOTS	0.64	0.47%	6	6	6	6	6	6	6	6	6	6
MINIMUM LOTS	2.64	1.98%	1	1	1	1	1	1	1	1	1	1
MINIMUM LOTS	7.54	5.76%	2	2	2	2	2	2	2	2	2	2
MINIMUM LOTS	30.56	22.82%	1	1	1	1	1	1	1	1	1	1

Underground Utility Note

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN COMPREHENSIVE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR'S LIABILITY DOES NOT EXTEND TO THE UNDERGROUND UTILITIES SHOWN WHICH ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE CERTIFIES THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATIONS MAY EXIST BETWEEN THE LOCATIONS SHOWN HEREON AND THEIR ACTUAL LOCATIONS.

Applicant: ALMA HOLDINGS, LLC
 872 W. BOGUS VIEW DR.
 EAGLE, ID 83616

Parcel Numbers: S1310314800, S1310348650, S1310427810, & S1310449300

Preliminary Plat

Sabino's Rocky Ridge Subdivision

PARCELS OF LAND BEING SITUATE IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

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

**RESOLUTION NO. R09-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- **PROVIDING RECITALS AND FINDINGS; AND**
- **APPOINTING A NEW COMMISSIONER TO SEAT NO. 1; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: Findings

The Mayor and City Council of the City of Kuna recite, declare, and find that:

- 1.1 The City Council approved Resolution No. R21-2011 on the 3rd day of April, 2011 (the “Resolution”); and
- 1.2 The Resolution established the Kuna Urban Renewal Agency and provided in Section 6 *“pursuant to Idaho Code § 50-2006 (b), the Mayor is authorized and directed to appoint, with the advice and consent of the City Council, a number of commissioners of the urban renewal agency as allowed by the Law.”*; and
- 1.3 The Mayor designated five (5) seats for the Kuna Urban Renewal Agency as the number of commissioners to be appointed; and
- 1.4 The Mayor appointed and Council advised and consented with the approval of Resolution No. R23-2020, the following named persons as commissioners of the Kuna Urban Renewal Agency:
 - Commissioner Seat No. 1: Todd Cooper
 - Commissioner Seat No. 2: Rocco D’Orazio
 - Commissioner Seat No. 3: Winston Inouye
 - Commissioner Sear No. 4: Greg McPherson
 - Commissioner Seat No. 5: Tayler Tibbitts
- 1.5 The term for Commissioner Seat No. 1 expired at the commencement of new business at the first regular meeting of the City Council in January 2022.
- 1.6 The Mayor appoints, subject to the advice and consent of the City Council as herein provided, the following named person as commissioner of the Kuna Urban Renewal Agency for the term herein set forth:

Dave Case to Commissioner Seat No. 1 whose term shall commence upon written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2025.

Section 2: Advice and Consent of the City Council to the appointment of a new Commissioner:

Dave Case is appointed to Commissioner Seat No. 1 whose term shall commence upon written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2025.

Section 3: Directing the City Clerk

3.1 The City Clerk is directed to issue a certificate of appointment of the above-named commissioner and is directed to file this Resolution and the certificate of appointment forthwith in the official records of the City of Kuna and provide a copy thereof to the Commission member herein appointed.

Section 4: Effective Date

4.1 This Resolution shall become effective upon its passage and approval.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of February, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of February, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R10-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS FOR THE PREPARATION OF THE EAST KUNA DISTRICT URBAN RENEWAL PLAN.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with J-U-B Engineers to provide planning, public involvement, survey and engineering services pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of February, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of February, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA, IDAHO
PROFESSIONAL SERVICES AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK:

KUNA engages *CONTRACTOR* to assist the City of Kuna with preparing supporting information for the **Kuna East District Urban Renewal Plan** as detailed in "**Exhibit A**" attached hereto. This contract is limited to planning, public involvement, survey, and engineering services to support the preparation of the Kuna East District Urban Renewal Plan.

2. KUNA'S RESPONSIBILITIES:

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA*'s requirements for the *Project*, including design objectives, capacity and performance requirements, and other documents in its possession, or reasonably obtainable.
2. *KUNA* agrees to obtain, arrange, and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR*'s services and the *Project*.
3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work for the Kuna East District Urban Renewal Plan.

3. CONTRACTOR'S RESPONSIBILITIES:

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

4. RISK ALLOCATION:

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

5. PAYMENT:

KUNA agrees to pay *CONTRACTOR* for its services rendered under this Agreement an amount

not to exceed the total sum of **\$49,800** for said services. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein.

6. RIGHT OF CONTROL:

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

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

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

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:

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

9. LICENSES AND LAW:

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

10. FRINGE BENEFITS:

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

11. WORKER'S COMPENSATION:

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

12. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:

CONTRACTOR shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

13. DATE OF COMPLETION:

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

14. WARRANTY:

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

15. INDEMNIFICATION AND INSURANCE PROVISIONS:

CONTRACTOR agrees to the following:

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

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

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-

year period, *CONTRACTOR* shall use *CONTRACTOR's* best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

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

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

It is agreed that any insurance maintained by *KUNA* that may be construed as applying acts performed under this Agreement shall apply in excess of and not contribute with insurance provided by this policy.

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

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

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
 - B. Terminate this Agreement.

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

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

16. NON-WAIVER:

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

17. CHOICE OF LAW:

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

18. ENTIRE AGREEMENT:

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

19. SEVERABILITY:

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

20. ANTI-BOYCOTT AGAINST ISRAEL ACT (Idaho Code 67-2346):

Within the meaning of the terms as defined in Idaho Code 67-2346, J-U-B Engineers, Inc. certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control.

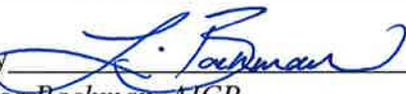
DATED this _____ day of _____, 2022

KUNA:

 KUNA

Joe Stear
Mayor

CONTRACTOR:

By  _____
 Lisa Bachman, AICP

J-U-B ENGINEERS, Inc.
2760 W. Excursion Lane, Ste. 400
Meridian, Idaho 83642
Its Treasure Valley Area Manager

ATTEST:

 Chris Engels City Clerk

Form and content approved by _____, as attorney *KUNA*.



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

**City of Kuna
East District Urban Renewal Plan
February 2022**

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

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

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

Project Understanding

The City of Kuna Urban Renewal Agency (URA) is in the process of creating a second Urban Renewal District, the Kuna East Urban Renewal District (URD), to support industrial development in east Kuna.

PART 1 - SCOPE OF SERVICES

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

Task 010 - Planning

1. Prepare for and attend one (1) kick-off meeting.
2. Prepare Preliminary URD Map indicating the District boundary and related plan elements.
3. Assemble development plans and cost estimates from developers.
4. Gather City's Capital Improvement plan (CIP) and plans for major capital projects (i.e. streets, wells, sewage lift stations, etc.) surrounding and within the URD area.
5. Coordinate the preparation of preliminary roadway and concept utility plans and the infrastructure cost estimates for use in the Feasibility Study.
6. Prepare Conceptual Future Land Use Plan Map and data for use in Feasibility Study showing future streets, future building footprints and future building types and submit to Client for review and edit up to two (2) times.
7. Prepare and submit to Client and URA Attorney supporting Plan documents including Plan maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
8. Coordinate the revision of boundary maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
9. Coordinate with the Client, City Staff, Economist, URA Attorney as required throughout the URD creation process.
10. Prepare for and attend bi-weekly City/URA staff coordination meetings for up to four (4) months on the formation of a new URD, boundaries, phases, etc. The meetings are anticipated to occur via Zoom.
11. Coordinate the preparation of the required Economic Feasibility Study.

Task 020 - Public Involvement

1. Public Hearings - Prepare for and present plan at up to three (3) public hearings/meetings: URA Board, City of Kuna Planning and Zoning Commission and City Council for the creation of the Urban Renewal District.

Task 030 - Survey

1. Research existing records pertaining to the proposed URD boundary and develop a schematic base map with parcels, rights-of-way and section lines for use in describing the URD boundary.
2. Prepare a Legal Description and Exhibit Map indicating boundary of the revenue allocation area and/or urban renewal district and revise one (1) time as needed.
3. Submit the Legal Description and Exhibit Map indicating boundary of the revenue allocation area and/or URD to the Ada County Surveyor and Idaho State Tax Commission and revise one (1) time as needed.

Task 040 - Engineering

1. Analyze development plans and cost estimates provided by developers.
2. Review City's Capital Improvement plan (CIP) and coordinate with City Engineer on major capital projects (i.e. streets, wells, sewage lift stations, etc.) surrounding and within the URD area.
3. Prepare preliminary roadway and concept utility plans for use in preparing planning level infrastructure cost estimates for the Economic Feasibility Study.
4. Prepare planning level infrastructure cost estimates for use in the Feasibility Study and revise up to two (2) times as requested.
5. Prepare Project Priority List for use in URD Plan and Economic Feasibility Study and revise up to two (2) times as requested.

Assumptions:

1. An Economic Feasibility Study will be prepared by The Metts Group as a separate contract.
2. The URD boundary will contain up to 15 parcels and approximately 1,528 acres, within city limits.
3. The Urban Renewal "Plan" will be written and assembled by Agency's Legal Counsel with supporting documents from J-U-B and the Metts Group including boundary maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
4. Client to conduct all correspondence and coordination with taxing districts and agencies.
5. Client is responsible for all meeting notifications.

PART 2 - SCHEDULE OF SERVICES

- A. The scope of services is anticipated to be complete by December 31, 2022. The identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

PART 3 - BASIS OF FEE

- A. CITY shall pay J-U-B for the identified Basic Services as follows:
 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

Fees:

Task Number	Task Name	Fee Type	Amount
010	Planning	Lump Sum	\$14,500
020	Public Involvement	Lump Sum	\$7,200
030	Survey	Lump Sum	\$8,600
040	Engineering	Lump Sum	\$19,500
			Total: \$49,800

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

**RESOLUTION NO. R11-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH THE METTS GROUP FOR THE PREPARATION OF THE EAST KUNA DISTRICT URBAN RENEWAL PLAN.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with The Metts Group to provide economic feasibility study services pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of February, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of February, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA, IDAHO
PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the City of Kuna, Idaho, a political subdivision of the state of Idaho, herein "*KUNA*" and The Metts Group, herein "*CONTRACTOR*".

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK:

KUNA engages *CONTRACTOR* to assist the City of Kuna with preparing supporting information for the **Kuna East District Urban Renewal Plan** as detailed in "**Exhibit A**" attached hereto. This contract is limited to planning, public involvement, survey, and engineering services to support the preparation of the Kuna East District Urban Renewal Plan.

2. KUNA'S RESPONSIBILITIES:

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA*'s requirements for the *Project*, including design objectives, capacity and performance requirements, and other documents in its possession, or reasonably obtainable.
2. *KUNA* agrees to obtain, arrange, and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR*'s services and the *Project*.
3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work for the Kuna East District Urban Renewal Plan.

3. CONTRACTOR'S RESPONSIBILITIES:

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

4. RISK ALLOCATION:

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

5. PAYMENT:

KUNA agrees to pay *CONTRACTOR* for its services rendered under this Agreement an amount

not to exceed the total sum of **\$14,500** for said services. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein.

6. RIGHT OF CONTROL:

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

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

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

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:

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

9. LICENSES AND LAW:

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

10. FRINGE BENEFITS:

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

11. WORKER'S COMPENSATION:

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

12. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:

CONTRACTOR shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

13. DATE OF COMPLETION:

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

14. WARRANTY:

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

15. INDEMNIFICATION AND INSURANCE PROVISIONS:

CONTRACTOR agrees to the following:

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

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

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-

year period, *CONTRACTOR* shall use *CONTRACTOR*'s best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

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

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

It is agreed that any insurance maintained by *KUNA* that may be construed as applying acts performed under this Agreement shall apply in excess of and not contribute with insurance provided by this policy.

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

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

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
 - B. Terminate this Agreement.

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

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

16. NON-WAIVER:

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

17. CHOICE OF LAW:

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

18. ENTIRE AGREEMENT:

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

19. SEVERABILITY:

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

20. ANTI-BOYCOTT AGAINST ISRAEL ACT (Idaho Code 67-2346):

Within the meaning of the terms as defined in Idaho Code 67-2346, The Metts Group certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control.

DATED this _____ day of _____, 2022

KUNA:

CONTRACTOR:

By _____

KUNA

Alivia Metts, Principal Economist

Joe Stear
Mayor

*The Metts Group
3616 Highland Drive
Coeur d'Alene, ID 83815*

ATTEST:

Chris Engels City Clerk

Form and content approved by _____, as attorney *KUNA*.

January 26, 2022

SCOPE OF WORK
Economic Feasibility Study
Kuna East Urban Renewal District

THE ASSIGNMENT

This scope of work is to clearly define the services to perform an Economic Feasibility Study. The Metts Group will provide the Kuna Urban Renewal Agency (URA) for the development of the Kuna East Urban Renewal District as part of the District Plan. The proposed district boundary contains approximately 1,528 acres with land uses that are zoned, or have recently been rezoned, for industrial purposes. The proposed district boundary is comprised of large industrial establishments, open space currently and previously used for agricultural purposes, and a few residences.

The Metts Group will perform an assessment of the *feasibility of tax allocation* for the proposed urban renewal district boundary. The Metts Group will build a tax allocation projection model that identifies the impacts of anticipated development as planned as a result of the URA and City's vision for this district. This task will assess the current assessed values and potential for development of the parcels contained within the proposed district boundary area. It is important that the urban renewal district is economically feasible and will facilitate the vision of the City and, ultimately, the Urban Renewal District Plan. This feasibility study will provide realistic and a highly documented assessment with potential determinations. The findings from this study will serve as a key determinant whether the boundaries of the proposed urban renewal district will generate enough tax allocation and revenue for positive economic expansion and job growth.

SCOPE OF WORK

Our proposed scope of work will include the following work elements:

1. **Meet** with the Kuna URA and JUB team, via Zoom, to review all pertinent project background data which bear on the proposed project.
2. **Review** carefully existing background materials and data available on the proposed project, including parcels information contained within the proposed boundaries and current and future land uses provided by the City of Kuna or Kuna URA staff.
3. **Tour** the proposed district boundary with JUB team member(s) to understand the potential buildout and vision for the proposed Kuna East Urban Renewal District.
4. **Compile** current assessed values by parcel to include in model and associated levy rates provided by Ada County Assessor or relevant source.
5. **Project** baseline economic projections based on buildout assumptions and infrastructure needs provided by JUB, current trends and rates of growth from levy rates for proposed boundaries.

- 6. **Analyze** two (2) different growth scenarios (based on proposed development) based on current baseline projections—50% buildout and full buildout scenarios.
- 7. **Summarize** the potential tax increment financing revenue generated provided by each scenario for the proposed boundary.
- 8. **Prepare** a fully documented report which clearly communicates our findings and the projected tax increment revenue potentially generated for the proposed boundaries. A draft report will be submitted to the project team and URA for additional edits and comments. Once approved, a final report will be submitted in pdf format to project team and URA.
- 9. **Attend** scheduled remote meetings that pertain to the discussion of this feasibility report (includes internal team meetings, URA meetings, and attending city council meetings).

At any point, if the client wants further analysis, this contract may be amended to satisfy such requests.

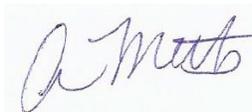
TIME AND COST

The Metts Group will perform the items as set forth in the above work scope for an amount of **\$14,500**, not to exceed without client authorization. Our fees are based entirely on professional time devoted to the assignment and includes travel.

In the event there are significant changes to the project beyond the control of The Metts Group that may cause *additional* work scope and fees, The Metts Group will notify JUB and the Kuna URA to negotiate a written contract amendment prior to proceeding with the additional scope.

We look forward to working closely with the Kuna Urban Renewal Agency and the JUB team on this most important strategic assignment.

Kindest regards,



Alivia Metts



3616 Highland Drive
Coeur d’Alene, ID 83814
(208) 277-6940
Email: ametts@themettsgroup.com
EIN: 47-3775481

ACCEPTED:

BY _____

TITLE _____

DATE _____

Falcon Crest “Golf Villages”

Valor: A Master-Planned Community
Kuna, ID

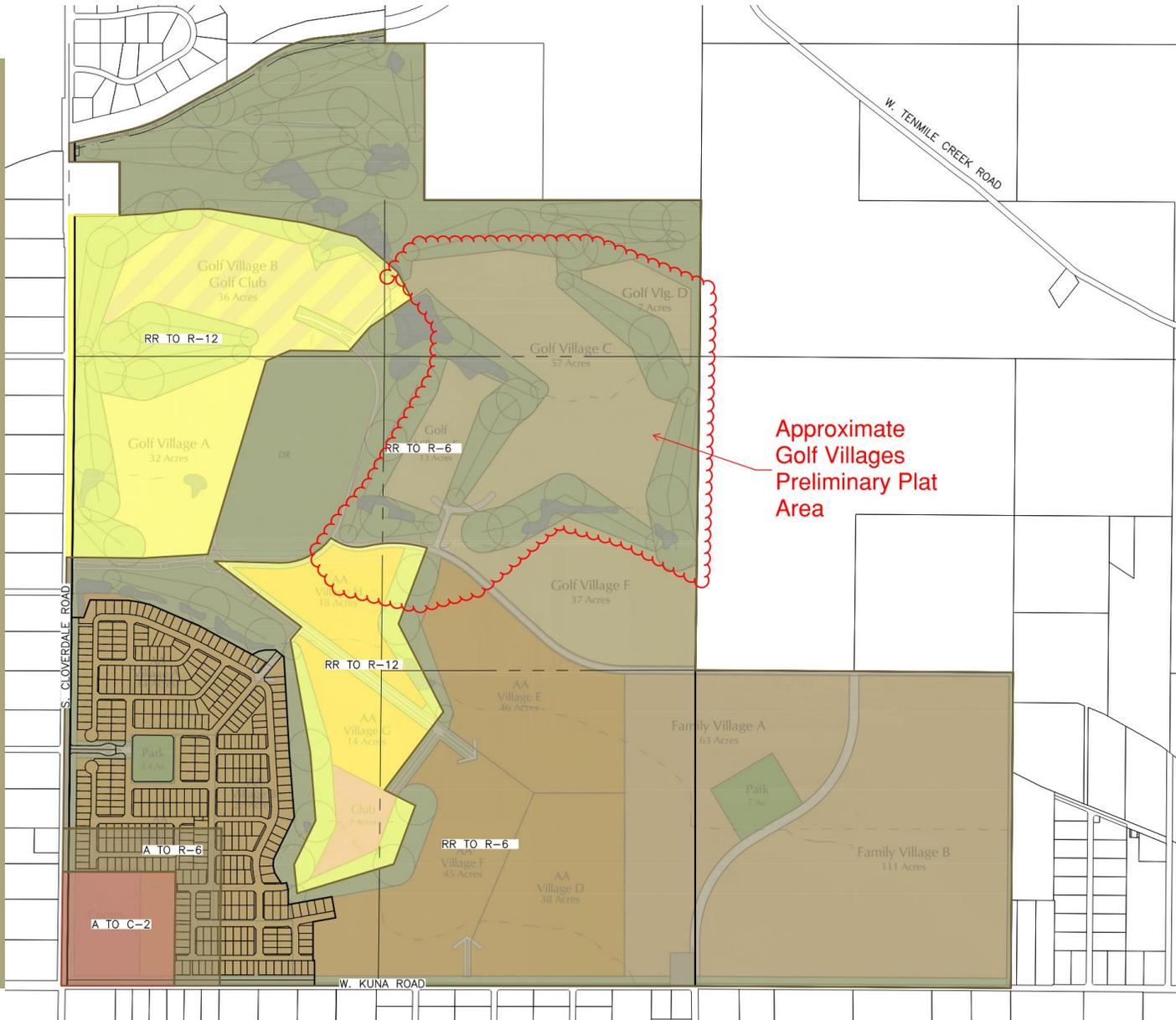
Kuna City Council

February 1, 2022



Falcon Crest Entitlement Summary

- Master Plan is annexed
- Zoned – combination of R-6, R-12, and C-2
- Development Agreement / PUD
- 2 Approved Preliminary Plats

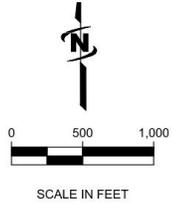


LEGEND

- ZONE C-2
- ZONE R-6
- ZONE R-12

TOTAL ZONING BOUNDARY AREA

TOTAL ZONING BOUNDARY AREA	1033.47 Ac.
ZONE RR TO R-6	804.91 Ac.
ZONE A TO R-6	19.58 Ac.
ZONE RR TO R-12	188.09 Ac.
ZONE A TO C-2	20.89 Ac.
AREA TO BE ANNEXED	931.66 Ac.

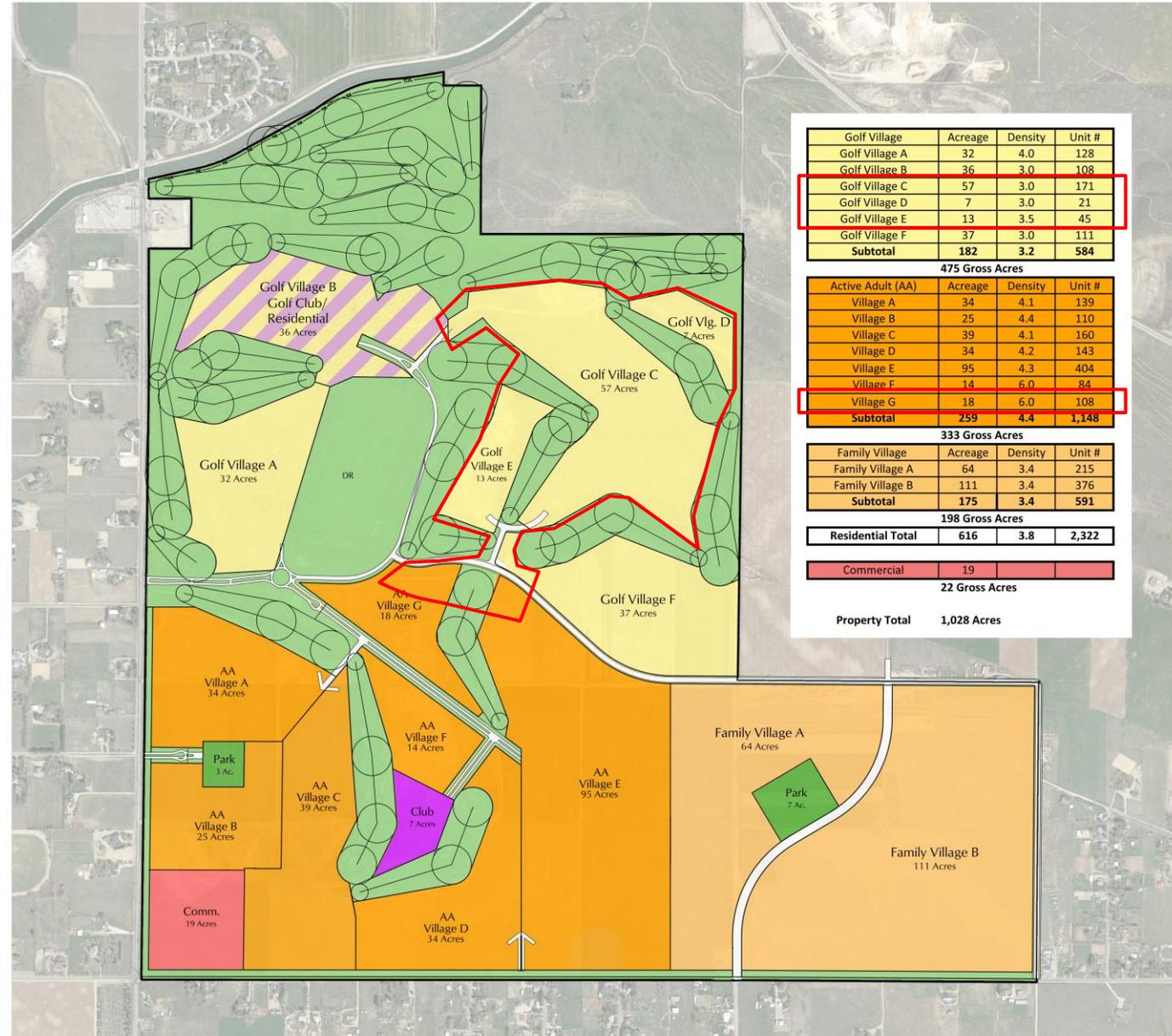


Approximate Golf Villages Preliminary Plat Area

Falcon Crest Entitlement Summary

Approved Master Plan
& Density

Golf Villages Location



Valor Community Master Plan





Main Entry at Cloverdale – Tiercel Lane

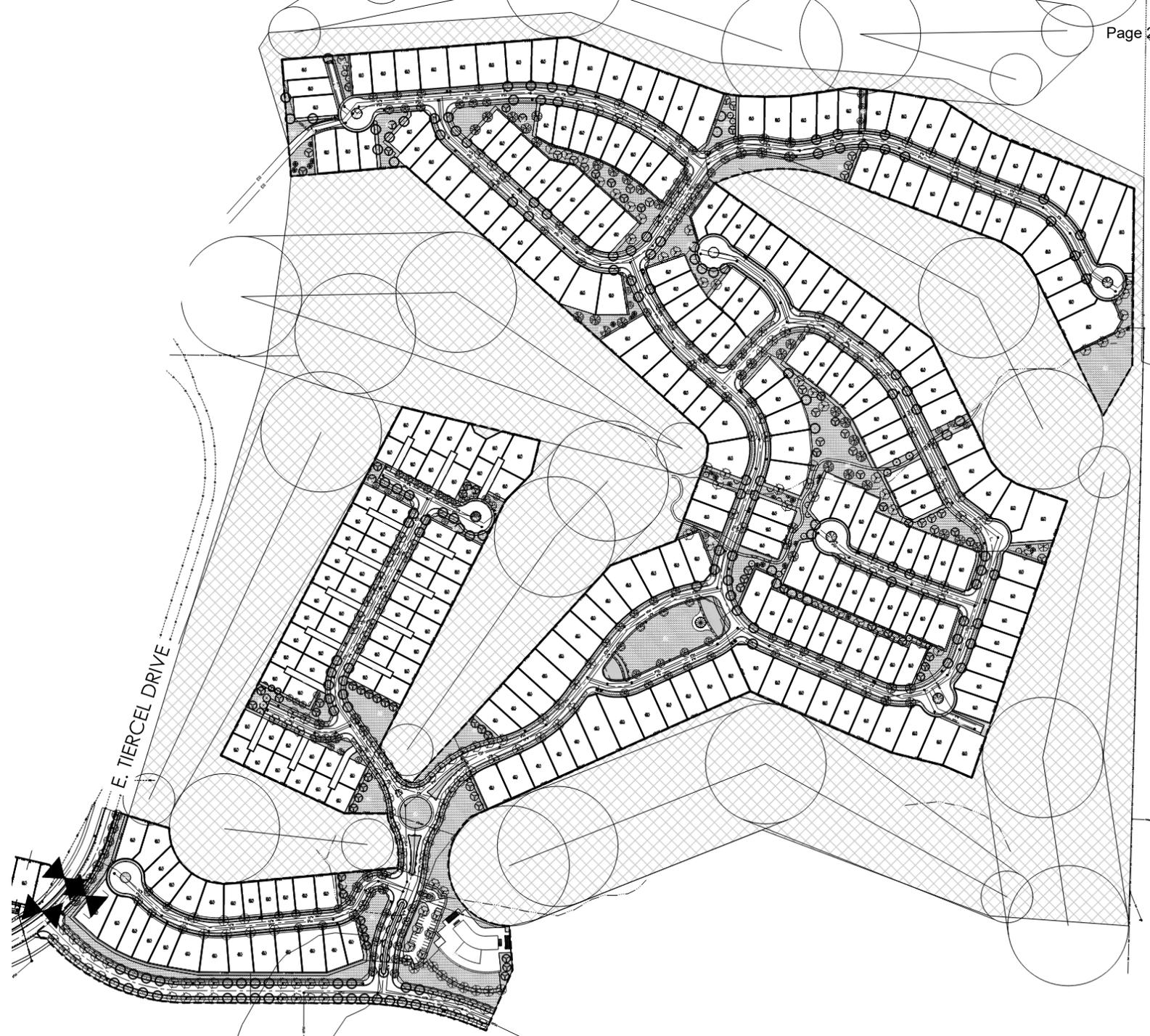
Main Entry – Tiercel Ln.



Tiercel Lane - Roundabout



Valor Golf Villages Landscape & Site Plan



Valor Golf Villages Master Plan



Golf Villages Site Grading

Condition 9.26 – Paved surfaces for pedestrians through common areas.

Planning & Zoning agreed to make this condition, “if the grade allows”
We studied the topography and grades and do not believe a pathway in these locations is feasible given the common area is sloping



Falcon Crest Hole 17 Modification

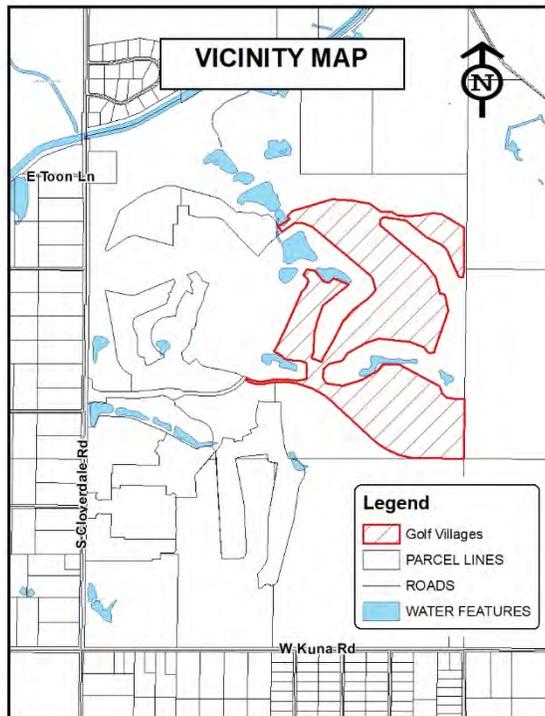


BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No's 21-04-S (Preliminary Plat)**
)
M3 ID VALOR GOLF VILLAGES, LLC)
)
) **STAFF MEMO FOR FALCON CREST**
 For Subdivision Preliminary Plat Request.) **GOLF VILLAGES SUBDIVISION.**

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
8. Proposed Comprehensive Plan Analysis
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:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Report			X
2.1	P n Z Application Coversheet			X
2.2	Preliminary Plat Application			X
2.3	Design Review Application			X

2.4	Narrative			X
2.5	Vicinity Map – 1/2 mile radius			X
2.6	Vicinity Map – Site			X
2.7	Legal Description			X
2.8	Warranty Deed One			X
2.9	Warranty Deed Two			X
2.10	Warranty Deed Three			X
2.11	Affidavit of Legal Interest			X
2.12	Neighborhood Meeting Certification			X
2.13	Subdivision Name Reservation			X
2.14	Preliminary Plat			X
2.15	UPDATED Preliminary Plat – Reflects ACHD changes.			X
2.16	Landscape Plan			X
2.17	Common Lots Maintenance Agreement (CC&R's)			X
2.18	Commitment to Post Property			X
2.19	TIS Executive Summary			X
2.20	Agency Transmittal (Request for Comments)			X
2.21	City Engineer			X
2.22	ACHD (Ada County Highway District)			X
2.23	Ada County Development Services			X
2.24	CDHD (Central District Health Department)			X
2.25	COMPASS (Community Planning Association of Southwest Idaho)			X
2.26	DEQ (Department of Environmental Quality)			X
2.27	KRFD (Kuna Rural Fire District)			X
2.28	KSD (Kuna School District)			X
2.29	PnZ Kuna Melba News			X
2.30	PnZ Land Owner Mailer			X
2.31	PnZ Website Notice			X
2.32	PnZ Proof of Property Posting			X
2.33	PnZ Commission FCO's			X
2.34	PnZ Meeting Minutes From 12.14.21			X
2.35	CC Kuna Melba News			X
2.36	CC Land Owner Mailer			X
2.37	CC Website Notice			X
2.38	CC Proof of Property Posting			X
2.39	Kuna School District No. 3 UPDATED Memo			X

II PROCESS AND NOTICING

- 2.1** In accordance with Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states 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.

2.1.2 Notifications:

2.1.2.1	Neighborhood Meeting:	April 5, 2021 (7 Attendees)
2.1.2.2	Agency Comments Request:	July 20, 2021
2.1.2.3	300 FT Property Owners Notice:	November 23, 2021
2.1.2.4	Kuna Melba News Newspaper:	November 24, 2021
2.1.2.5	Site Posted:	October 15, 2021

III APPLICANTS REQUEST

- 3.1** J-U-B Engineers on behalf of M3 ID Valor Golf Villages, LLC requests approval to subdivide approx. 86.90 ac. into 291 residential lots, 18 common driveway lots and 43 common lots. The subject site was annexed into Kuna City Limits on February 5, 2019 (18-03-AN & 18-02-PUD). The site is currently zoned R-6 Medium Density Residential (**MDR**) and R-12 High Density Residential (**HDR**). The subject site is located near the northeast corner of Cloverdale and Kuna Road, Kuna, ID 83642, within Section 22, Township 2 North, Range 1 East; (APN: S1422110300).

IV GENERAL PROJECT FACTS

4.1 Site History

- 4.1.1** This parcel is in Kuna City limits and zoned R-6, *MDR* and R-12, *HDR*. Historically these lands have served as a public golf course and golf shop and typical out-buildings associated with a golf course.

4.2 Surrounding Land Uses

North	R-6	Medium Density Residential– Kuna City
South	R-6	Medium Density Residential– Kuna City
East	R-6 RR	Medium Density Residential– Kuna City Rural Residential – Ada County
West	R-6	Medium Density Residential– Kuna City

4.3 Parcel Sizes, Current Zoning and Parcel Numbers

- 4.3.1** Approximately 86.90 acres
4.3.2 R-6 (MDR) and R-12 (HDR)
4.3.3 S1422110300

4.4 Services

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

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 The proposed project site has supporting structures for a golf course. Vegetation on-site is consistent with a typical golf course; pathways, trees, grass, sand traps and ponds. The site has an estimated average slope range from 1.5% to 2.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 to 40 inches across the proposed development area.

4.6 Environmental Issues

4.6.1 Staff is not aware of any environmental issues, health or safety conflicts for this site. The proposed project is *not* within 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.

4.7 Comprehensive Plan Future Land Use Map

4.7.1 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 86.90 acres as Mixed-Use.

4.8 Recreation and Pathways Map

4.8.1 The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail on the directly adjacent or through the subject site.

4.9 Agency Responses

Agency	Exhibit No.
City Engineer – Kuna City Public Works	X
Ada County Highway District (ACHD) – Preliminary Plat Comments	X
Central District Health	X
COMPASS	X
Department of Environmental Quality	X
Kuna Rural Fire District	X

V

TRANSPORTATION AND CONNECTIVITY

5.1 ACHD delivered the following comments for the Falcon Crest Golf Course Preliminary Plat;

- 5.1.1 ACHD previously reviewed this site as a portion of the Falcon Crest Master Plan Community in September 2018. The requirements of this staff report (ACHD) have been updated to reflect current District policies and the site plan. The proposed subdivision is phase 3 of the Falcon Crest Master Plan.
- 5.1.2 The proposed development includes 0.4 miles of new public road.
- 5.1.3 This development is estimated to generate 2,483 vehicle trips per day; 246 vehicle trips per hour in the PM peak hour, based on the traffic study.
- 5.1.4 It is recommended the applicant restripe the center median of Meridian Road (State Highway 69) to provide a two-stage left-turn movement from Kuna Road onto Meridian Road (State Highway 69) for existing traffic, 2025 background and 2025 total traffic conditions.
- 5.1.5 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 Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS (Traffic Impact Study) for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat.
- 5.1.6 If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing rights-of-way at the intersection, prior to plan approval and ACHD's signature on the plat that contains the 200th building lot.
- 5.1.7 The TIS recommends that delineated approach signage for golf cart crossings should be provided for the four (4) proposed crossings on the proposed local public street within the site.
- 5.1.8 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, regardless of whether access is taken to all of the adjacent streets.
- 5.1.9 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.
- 5.1.10 Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.
- 5.1.11 Golf cart path crossings on Tiercel Drive are prohibited.
- 5.1.12 Staff recommends the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive to the east and construct Five Mile Road from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road prior to ACHD's signature on the plat that contains the 100th lot. Or, as an alternative, the applicant may stop final platting until the secondary public street access is available to Kuna Road.

- 5.1.13** As noted in the TIS, Tiercel Dr. is anticipated to exceed ACHD's threshold of 3,000 vehicle trips per day on a single access point. To ensure that Tiercel Dr. does not exceed the Average Daily Trips (ADT) threshold of 3,000 vehicle trips per day, the applicant should be required to provide an updated traffic count for Tiercel Dr. when 133 lots are platted in the Falcon Crest Golf Villages, as this coincides with Phase 4 of the preliminary plat.
- 5.1.14** The applicant's proposal to construct the east/west collector roadway located at the site's south property line to intersect the Golf Course Access Road (Tierce Dr.) as a 36 foot-wide collector streets section with vertical curb, gutter, an 8 foot-wide planter strip and 5 foot wide detached concrete sidewalk within 70 feet of right-of-way meets District policy and should be approved.
- 5.1.15** District policy 7207.3.3 states that if a proposed development only has one (1) access to a public street that is a local street, or if it proposes to extend public streets from one existing development with only one (1) local street access to the public street system, the maximum forecast ADT to be allowed at any point on a local street access is 1,000 and is subject to fire department requirements for the provision of a secondary access. This volume may be reduced or increased based on information received from the lead land use agency, the applicable fire department, and/or EMS.
- 5.1.16** ACHD staff recommends the applicant be required to construct private roads within the (majority of the) site.
- 5.1.17** The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:
- Dedicate a min. of 50 feet of right-of-way for the road,
 - Construct the roadway to the minimum ACHD requirements,
 - Construct a stub street to the surrounding parcels.
- 5.1.18** Tiercel Drive is not proposed to be extended further into the site as part of future phases; therefore, the applicant should redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street. To ensure there is a clear distinction between the terminus of the public street and the extension of the private road, the applicant's proposal to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the intersection should be approved, as proposed.

VI STAFF ANALYSIS

- 6.1** On April 1, 2021 staff held a pre-application meeting with the applicant and representatives from Planning and Zoning, Public Works, Parks and Recreation, ACHD, ITD, Kuna School District (KSD), Kuna Rural Fire District (KRFD) and the Kuna Police Department (KPD) were all invited to attend. The applicant held a neighborhood meeting on April 5, 2021, and seven (7) residents attended the meeting. Meeting minutes have been included with this packet.

The applicant proposes to subdivide approximately 86.90 acres into 291 Residential lots, 43 common lots and 18 common driveways. These lands were annexed into the City of Kuna limits in February 2019, and have two (2) zones; R-6, MDR, and R-12, (HDR. The overall gross density of the project is proposed at 3.38 dwelling units per acre (DUA).

13.29 acres, or 15+ percent of the project, is proposed to be usable open space, including all end caps, buffers, parks, and pathways. Pathways are provided throughout the subdivision to provide pedestrian connectivity. Staff recommends additional paved walking surfaces be added to open spaces. Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:

- Block 7, Lot 11 to lot 2 or 19;
- Block 56, from Portstewart Ave. to the Cul-de-sac; and
- Connect the proposed path in Block 6, to Auodlhya Street.

KCC 5-17-12-D requires developments with a range of 250 - 300 homes/dwelling units to devote 9.50% of the development area to useable open space; staff views the proposed open space for *Falcon Crest Golf Villages* to be in compliance with Kuna City Code (KCC). KCC requires sidewalks on collectors to be a minimum of eight (8) feet. Staff recommends detached eight (8) foot sidewalks on both sides of Tiercel and Harrier Drives as these streets will both function as Collector Roads.

The proposed Subdivision is within the Orchard Lift Station Sewage Basin which has available capacity and the sewer line is currently being extended to W Tiercel Drive. Sewer and water flow models will be required to verify pipe sizes and shall be paid by developer.

ACHD policies do not allow for S Cabot Cliffs Way to be public due to estimated vehicle trips exceeding policy thresholds. However, the Falcon Crest PUD project was previously approved (2019; 18-04-S & 18-02-PUD) to allow for private streets on a case-by-case basis. Due to site constraints and the inability to provide a connection to neighboring parcels, ACHD will not accept streets downstream from S Cabot Cliffs Way. The Applicant should be conditioned to construct S Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

KCC 6-3-3 states cul-de-sacs must be 500 feet or shorter. In 2019 (18-04-S & 18-02-PUD), the applicants modification request of KCC 6-3-3, from 500 feet Max. to 700 feet was approved. However, the approved language requires KRFD approval & EMS access.

The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The applicant will be required to ensure street lights are at a maximum spacing not exceeding 250 ft. The final location of street lights will be approved at the time of construction document review. Staff notes all streetlights must be designed and installed according to "Dark Sky" standards.

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 are included below in Section VIII (8) of this staff report.

Staff has reviewed the proposed Preliminary Plat for technical compliance with KCC, and finds the application is 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 if Council approves Case No. 21-04-S (Preliminary Plat), the applicant be subject to the Conditions of Approval listed in section IX (9) of this report, as well as any additional conditions requested by the Planning and Zoning Commission and Council as applicable.

6.2 Applicable Standards

- 6.2.1 City of Kuna Zoning Ordinance, Title 5
- 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 Nos. 21-04-S, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, the exhibits, and testimony during the public hearing, the Kuna City Council hereby (*approves/conditionally approves/denies*) Case No. 21-04-S, a request for preliminary plat, in order to subdivide approx. 86.90 ac. into 291 residential lots, 18 common driveway lots and 43 common lots for a total of 352 lots, using the R-6 (MDR) and R-12 (HDR) zones, from Wendy Shrief with J-U-B Engineers.

If the City Council wishes to Approve, Conditionally 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's 21-04-S, this proposal **does/does not** generally comply with the Kuna City Code (KCC).

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.

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

Staff Finding: The applicant held a neighborhood meeting on April 5, 2020. A total of seven (7) residents attended the meeting. 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. Neighbor Notices were mailed to land owners within 300-FT of the proposed project site on October 7, 2021.

- 7.3 Based on the evidence contained in Case Nos. 21-04-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 project will remain R-6 MDR and R-12 HDR, the Comp Plan Map designates the properties as Mixed-Use General.

- 7.4 The contents of the proposed Annexation and Preliminary Plat and Design Review applications **do/do not** contain all of the necessary requirements as listed in KCC 6-2-3 Preliminary Plat and KCC 5-4 Design Review.

Staff Finding: Review by Staff of the proposed Preliminary Plat and Design Review confirms all requirements listed in KCC 6-2-3 and 5-4 were provided.

- 7.5 The availability of existing and proposed public services and streets can accommodate the proposed development.

Staff Finding: According to ACHD's report and the submitted Traffic Impact Study, the current traffic improvements on Cloverdale Road do not meet minimum operational thresholds. However, through limited plat approvals and signatures with specific lot counts listed in the ACHD staff report, there will be a future TIS and other improvements required by this developer on and off-site to bring traffic levels up to acceptable levels. Once mitigation improvements are completed, per the submitted TIS, the intersection will be back within an acceptable operational threshold. Falcon Crest Subdivision is within the Orchard Street Lift Station Sewage Basin. Sewer Flow models will be required to verify pipe sizes and will be paid by developer.

- 7.6 The proposed development *is/is not* compliant with Kuna City Master Utility Plans (Sewer/Water/Pressurized Irrigation).

Staff Finding: Correspondence from Kuna Public Works states the City of Kuna can provide sewer and potable water services. The Pressure Irrigation line will be built to Kuna standards but retained by the Applicant.

- 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, Parks and the 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, bike lanes stub streets, 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 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 than 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 Subdivision request for the site *is/is 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 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.

- 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.

8.3.3 Goal 4.D.: Promote a connected street network that incorporates mid-mile collectors and crossing for improved neighborhood connectivity.

- Objective 4.D.2.: Ensure the continued expansion/development of mid-mile collector system throughout the community.
 - Policy 4.D.2.a: Extend and expand mid-mile roads as growth occurs.
 - Policy 4.D.2.b: Preserve adequate rights-of-way along all mid-mile roads or other approved alternative locations to align roads.

IX COMMISSIONS RECCOMENDATION

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission hereby recommended *approval* of Case No. 21-04-S (Preliminary Plat), a request from Wendy Shrief with J-U-B Engineers to subdivide approx. 86.90 ac. into 352 total lots (291 buildable lots, 18 common driveways and 43 common lots); and *approved* Case No. 21-14-DR (Design Review), subject to the conditions of approval in Section ten (X):

X

PROPOSED COUNCIL'S ORDER OF DECISION

*Note: These motions are for the **approval, conditional approval or denial** of the Preliminary Plat application by the City Council. However, if the Council wishes to approve or deny specific parts of these requests as detailed in the staff memo, those changes must be specified.*

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby (**approves/conditionally approves/denies**) Case No. 21-04-S (Preliminary Plat), a request from Wendy Shrief with J-U-B Engineers to subdivide approx. 86.90 ac. into 352 total lots (291 buildable lots, 18 common driveways and 43 common lots), subject to the following 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 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 Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
 - 10.1.5** The Kuna Municipal Irrigation System 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 Kuna Municipal Pressure Irrigation System of the City (KMIS).
- 10.5** Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform with all corresponding Utility 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** The Developer/Owner/Applicant shall not submit an application for final plat until the City's Public Works Director issues a Will-Serve Letter to the applicant stating that the City's Orchard Street Lift Station or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.
- 10.8** 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.
- 10.9** 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.
- 10.10** 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.
- 10.11** It is the responsibility of the developer or their Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.
- 10.12** Developer is conditioned to follow ACHD's site specific conditions of approval, unless the City of Kuna's standards are stricter.
- 10.13** 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.
- 10.14** Applicant shall work with staff in order to provide final locations of street lights as required by KCC.
- 10.15** Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
- 10.16** Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
- 10.17** 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.
- 10.18** 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.
- 10.19** The Applicant shall install sod wherever the landscape plan identifies "Lawn" and provide staff an updated landscaping plan accommodating the requested change.

- 10.20** 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.
- 10.21** If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.
- 10.22** Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.
- 10.23** 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.
- 10.24** Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
- 10.25** Developer/Owner/Applicant shall comply with all local, state and federal laws.
- 10.26** Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:
 - Block 7, Lot 11 to lot 2 or 19;
 - Block 56, from Portstewart Ave. to the Cul-de-sac; and
 - Connect the proposed path in Block 6, to Auodlhya Street.
- 10.27** KCC requires separated eight (8) foot sidewalks on both sides for Tiercel and Harrier Drives.
- 10.28** 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.
- 10.29** 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.
- 10.30** 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.
- 10.31** Applicant shall construct S Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.
- 10.32** Applicant shall work with the City of Kuna on pathway development dependent on topography.
- 10.33** Applicant shall work with Kuna School District No. 3 to ensure future potential students are served.
- 10.34** Applicant should is conditioned to construct S. Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

DATED: this 1st day of February, 2022.



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): 21-04-S (Preliminary Plat)

Project Name: Falcon Crest Golf Villages

Date Received: 05.17.2021

Date Accepted as Complete: _____

Type of review requested (check all that apply); please submit all associated applications:

<input type="checkbox"/>	Annexation	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input type="checkbox"/>	Design Review	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input type="checkbox"/>	Planned Unit Development
<input type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Rezone
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

Owner of Record

Name: _____

Address: _____

Phone: _____ Email: _____

Applicant (Developer) Information

Name: _____

Address: _____

Phone: _____ Email: _____

Engineer/Representative Information

Name: _____

Address: _____

Phone: _____ Email: _____

Subject Property Information

Site Address: _____

Nearest Major Cross Streets: _____

Parcel No.(s): _____

Section, Township, Range: _____

Property Size: _____

Current Land Use: _____ Proposed Land Use: _____

Current Zoning: _____ Proposed Zoning: _____

Project Description

Project Name: _____

General Description of Project: _____

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: _____

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: _____ No. of Building Lots: _____

No. of Common Lots: _____ 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): _____

Gross Density (Dwelling Units ÷ Total Acreage): _____

Net Density (Dwelling Units ÷ Total Acreage not including Roads): _____

Percentage of Open Space provided: _____ Acreage of Open Space: _____

Type of Open Space provided (i.e. public, common, landscaping): _____

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: _____



Preliminary Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

KUNA

Planning & Zoning

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): 21-04-S (Preliminary Plat)

Project Name: Falcon Crest Golf Villages

Date of Pre-Application Meeting: Valid for three (3) months

Date Received: 05.17.2021

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).



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

April 5, 2021

Jace Hellman
Planning and Zoning Director
City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

RE: FALCON CREST GOLF VILLAGE SUBDIVISION –PRELIMINARY PLAT

Dear Mr. Hellman:

On behalf of our client, M3 Companies, LLC, please accept this request for the Preliminary Plat for Falcon Crest Golf Village Subdivision. The proposed development is located on the east side of N. Cloverdale Road,; the proposed development is immediately adjacent to the previously approved Falcon Crest and Robinhood Subdivisions. The proposed development was previously annexed into the City of Kuna and the property has R-6 and R-12 zoning. The development includes 86.03 acres.

Preliminary Plat

The Preliminary Plat for Falcon Crest Golf Village Subdivision consists of 86.03 acres, includes 291 residential lots, 43 common lots, and 18 common driveway lots. The common area will include 13.29 acres making up 15.4% of the platted area. The average lot size is 8,084 S.F and the residential density is 3.38 dwelling units per acre. All lots meet the dimensional standards of the R6 zoning district.

Access to the proposed subdivision will be provided off W. Tiercel Drive; construction of the utilities that will serve Falcon Crest Golf Village Subdivision will be sequenced with the construction of Falcon Crest and Robinhood Subdivisions.

Falcon Crest Golf Village Subdivision will include a range of single-family housing types. The proposed development includes both patio homes with shared common drives and smaller lots and traditional single-family homes on larger lots. The subdivision has been planned to maximize views of the adjoining golf course greens and to create connectivity between homes and amenities. All lots will feature upscale homes with a variety of building materials and architectural styles. The landscape plan included in this application shows the sizable investment that our client is ensuring that Falcon Crest Golf Village will be a first class development.

Neighborhood Meeting

A Neighborhood Meeting was held in accordance with City of Kuna standards on April 5, 2021. Neighbors were given the opportunity to view the proposed Preliminary Plat and ask questions regarding the proposed development. Neighbors were generally in favor of seeing residential development in this location. A sign-in sheet and comments from the meeting are attached as a part of this application.

Development Schedule

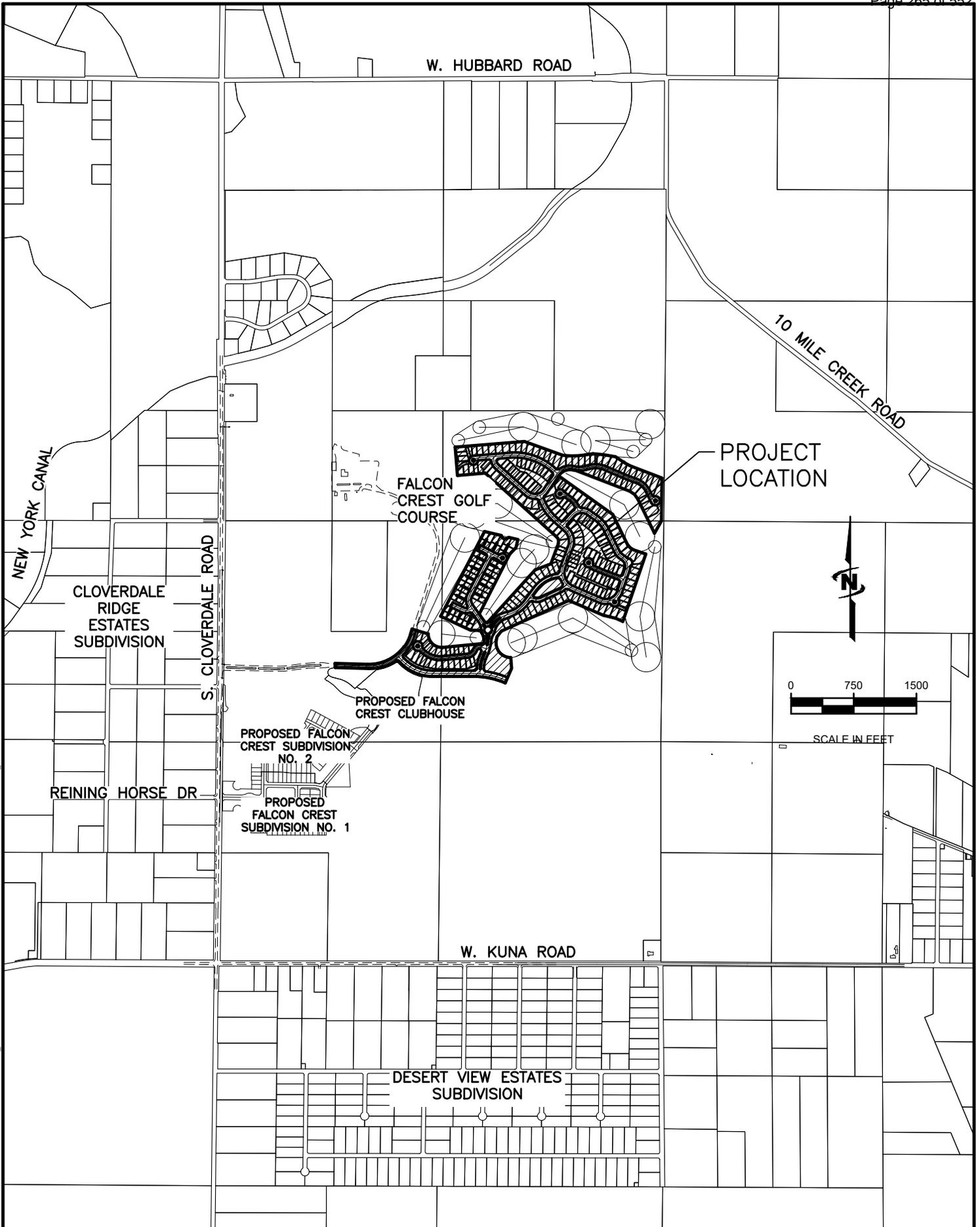
Development is planned to proceed concurrently with Falcon Crest Subdivision We anticipate developing 1-2 phases a year until the project is completed.

The enclosed applications have been submitted in accordance with the requirements of the City of Kuna and will comply with all applicable local, state and federal requirements. The development has been designed in accordance with the City of Kuna's Code and Comprehensive Plan. Please contact me at 376-7330 if you have any questions regarding this application.

Sincerely,
J-U-B ENGINEERS, Inc.



Wendy Shrief, AICP



Plot Date: 4/29/2021 9:44 PM, Plotted By: Everett Earnest
 Drawn Date: 4/29/2021 3:18 PM, Drawn By: JUB.COM\CENTRAL\CLIENTS\IDM\PROJECTS\19-20-088_GOLF_VILLAGE\PRELIM\PLATE\FALCON_CREST_VICINITY.DWG

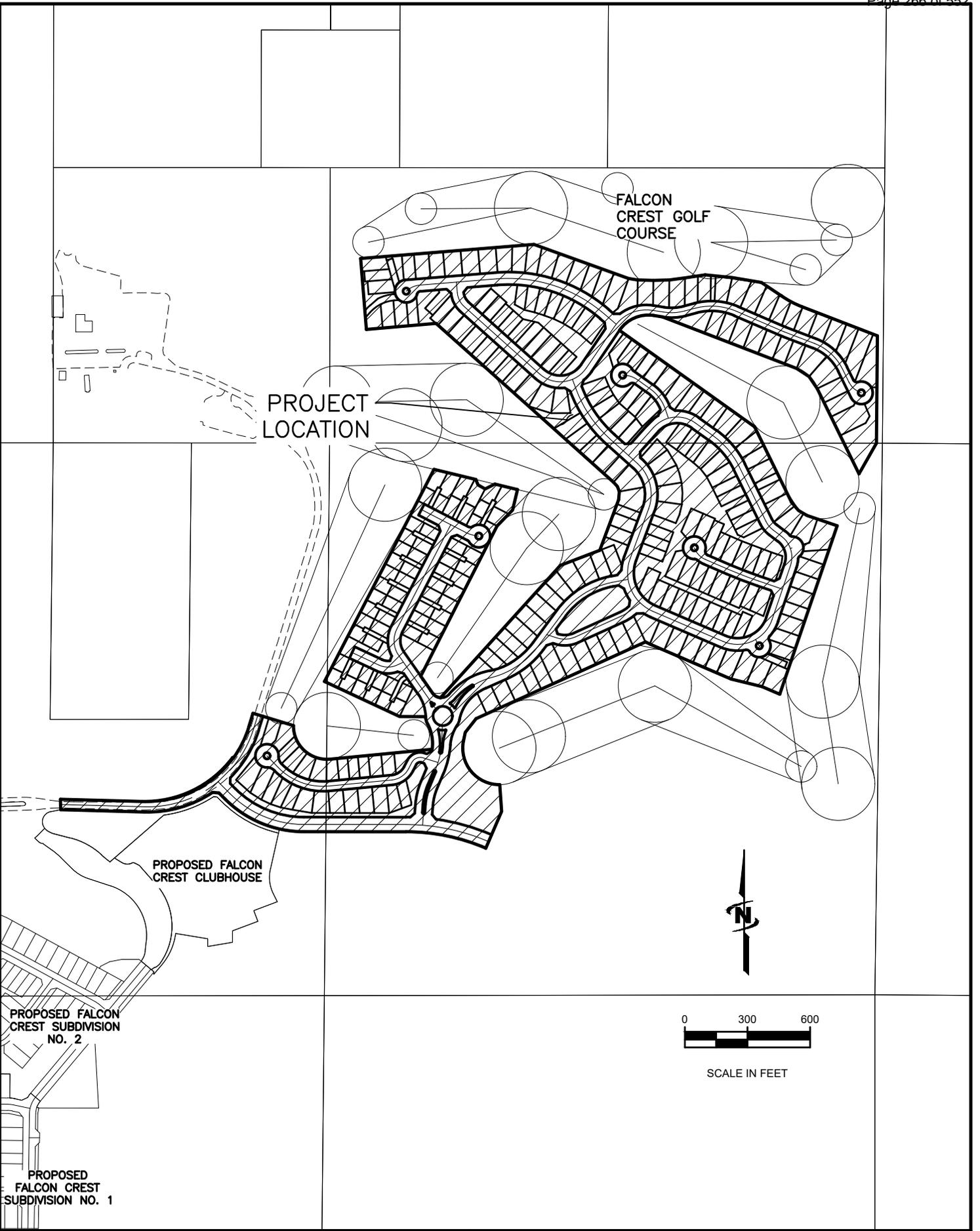
REUSE OF DRAWINGS			
NO	REVISION DESCRIPTION	BY	DATE

FILE: FC_GV_VICINITY
 JUB PROJ. #: 10-17-141
 DRAWN BY: ###
 DESIGN BY: ###
 CHECKED BY: ###
 LAST UPDATED: 4/6/2021



FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO
 VICINITY MAP

SHEET
1



Plot Date: 4/29/2021 9:43 PM, Plotted By: Everett Earnest
 Drawn: 4/29/2021 4:52:21 JUB.COM\CENTRAL\CLIENTS\JUB\PROJECTS\10-20-088-GOLF VILLAGE\RELM\PLATE\FALCONCREST\DESIGN\PRE-PLAT\CAD\EXHIBITS\FG_VICINITY.DWG

REUSE OF DRAWINGS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

NO	REVISION DESCRIPTION	BY	APR	DATE

FILE: FC_GV_VICINITY
JUB PROJ. #: 10-17-141
DRAWN BY: ###
DESIGN BY: ###
CHECKED BY: ###
LAST UPDATED: 4/6/2021



**FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO**

VICINITY MAP

SHEET
2



J-U-B ENGINEERS, INC.

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

FALCON CREST SUBDIVISION
GOLF VILLAGE
LEGAL DESCRIPTION

Those portions the North Half of Section 22 and the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the center quarter corner of said Section 22, from which the west quarter corner of said Section 22 bears S 89°54'52" W, 2,653.59 feet; Thence, along the north-south mid-section line of said Section 22, N 00°33'40" E, 785.65 feet to the **POINT OF BEGINNING**;

Thence N 89°57'42" W, 105.71 feet to the beginning of a curve;

Thence along said curve to the right an arc length of 420.19 feet, having a radius of 535.00 feet, a central angle of 45°00'00", a chord bearing of N 67°27'42" W and a chord length of 409.47 feet;

Thence N 44°57'42" W, 41.37 feet;

Thence N 84°57'01" W, 30.65 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 343.25 feet, having a radius of 555.00 feet, a central angle of 35°26'09", a chord bearing of S 73°48'41" W and a chord length of 337.81 feet;

Thence N 88°28'15" W, 402.51 feet;

Thence N 00°59'11" W, 50.05 feet;

Thence S 88°28'15" E, 389.26 feet to the beginning of a curve;

Thence along said curve to the left an arc length of 501.22 feet, having a radius of 525.00 feet, a central angle of 54°42'02", a chord bearing of N 64°10'45" E and a chord length of 482.40 feet;

Thence S 53°10'16" E, 4.11 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 165.90 feet, having a radius of 505.00 feet, a central angle of 18°49'21", a chord bearing of N 26°34'43" E and a chord length of 165.15 feet;

Thence N 17°10'02" E, 70.35 feet;

Thence S 73°06'09" E, 202.74 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 268.64 feet, having a radius of 160.00 feet, a central angle of 96°11'57", a chord bearing of S 47°26'19" E and a chord length of 238.18 feet;

Thence N 84°27'42" E, 490.68 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 125.27 feet, having a radius of 200.00 feet, a central angle of 35°53'15", a chord bearing of N 10°05'28" W and a chord length of 123.23 feet to the beginning of a reverse curve;

Thence along said reverse curve to the right an arc length of 36.96 feet, having a radius of 82.00 feet, a central angle of 25°49'21", a chord bearing of N 15°07'25" W and a chord length of 36.64 feet;

Thence N 89°48'26" W, 124.88 feet;

Thence N 64°54'30" W, 396.54 feet;

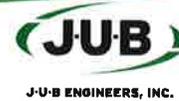
Thence N 27°17'46" E, 1,143.55 feet;

Thence S 76°22'08" E, 205.71 feet;

Thence S 22°21'18" E, 27.82 feet;

Thence S 59°52'20" E, 38.96 feet;

Thence N 63°22'40" E, 51.96 feet;



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THE
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MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Thence S 76°22'08" E, 111.98 feet;
 Thence S 13°37'52" W, 100.70 feet;
 Thence S 44°14'33" W, 106.74 feet;
 Thence S 26°54'12" W, 806.95 feet;
 Thence S 34°49'22" E, 100.17 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 44.59 feet, having a radius of 50.00 feet, a central angle of 51°05'34", a chord bearing of S 60°22'09" E and a chord length of 43.12 feet;
 Thence N 42°09'23" E, 855.54 feet;
 Thence N 68°59'10" E, 201.65 feet;
 Thence N 20°25'28" E, 257.90 feet;
 Thence N 05°05'23" E, 39.67 feet;
 Thence N 20°29'54" W, 26.70 feet;
 Thence N 42°33'48" W, 27.15 feet;
 Thence N 48°08'03" W, 787.35 feet;
 Thence N 48°11'29" W, 353.48 feet;
 Thence S 85°01'42" W, 334.52 feet;
 Thence N 04°38'30" W, 341.06 feet;
 Thence N 85°21'30" E, 832.35 feet;
 Thence S 70°11'34" E, 482.11 feet;
 Thence S 81°44'04" E, 47.65 feet;
 Thence S 88°25'14" E, 75.00 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 118.05 feet, having a radius of 657.50 feet, a central angle of 10°17'14", a chord bearing of N 86°26'09" E and a chord length of 117.89 feet;
 Thence N 81°17'32" E, 127.91 feet;
 Thence S 84°14'04" E, 130.32 feet;
 Thence S 80°16'59" E, 141.41 feet;
 Thence S 56°23'27" E, 126.88 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 100.24 feet, having a radius of 457.50 feet, a central angle of 12°33'13", a chord bearing of S 62°40'04" E and a chord length of 100.04 feet;
 Thence S 68°56'40" E, 386.83 feet;
 Thence S 00°29'55" W, 514.34 feet;
 Thence S 29°38'46" W, 169.35 feet;
 Thence N 26°03'36" W, 454.44 feet;
 Thence N 33°59'09" W, 69.61 feet;
 Thence N 56°51'57" W, 71.24 feet;
 Thence N 68°57'38" W, 688.15 feet;
 Thence N 81°02'06" W, 43.04 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 188.22 feet, having a radius of 166.26 feet, a central angle of 64°51'52", a chord bearing of S 66°31'58" W and a chord length of 178.33 feet;
 Thence S 54°26'33" E, 795.03 feet;
 Thence S 26°03'36" E, 403.04 feet;
 Thence S 40°34'22" E, 50.84 feet;
 Thence S 59°06'42" E, 47.06 feet;
 Thence S 71°10'56" E, 153.00 feet;
 Thence S 18°49'04" W, 852.68 feet;
 Thence N 66°44'19" W, 92.38 feet;



J-U-B ENGINEERS, INC.

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Thence N 76°12'04" W, 152.07 feet;
 Thence N 66°44'19" W, 424.00 feet;
 Thence N 62°55'44" W, 23.17 feet;
 Thence S 65°36'07" W, 890.07 feet;
 Thence S 38°17'57" W, 84.26 feet;
 Thence S 11°13'36" W, 42.13 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 310.84 feet, having a radius of 175.00 feet, a central angle of 101°46'15", a chord bearing of S 39°39'32" E and a chord length of 271.56 feet;
 Thence S 04°07'57" E, 128.56 feet;
 Thence S 23°19'33" W, 192.38 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 392.22 feet, having a radius of 965.00 feet, a central angle of 23°17'15", a chord bearing of N 78°19'04" W and a chord length of 389.53 feet;
 Thence N 89°57'42" W, 382.96 feet to the **POINT OF BEGINNING**.

The hereinabove-described parcel of land contains 86.03 acres, more or less.

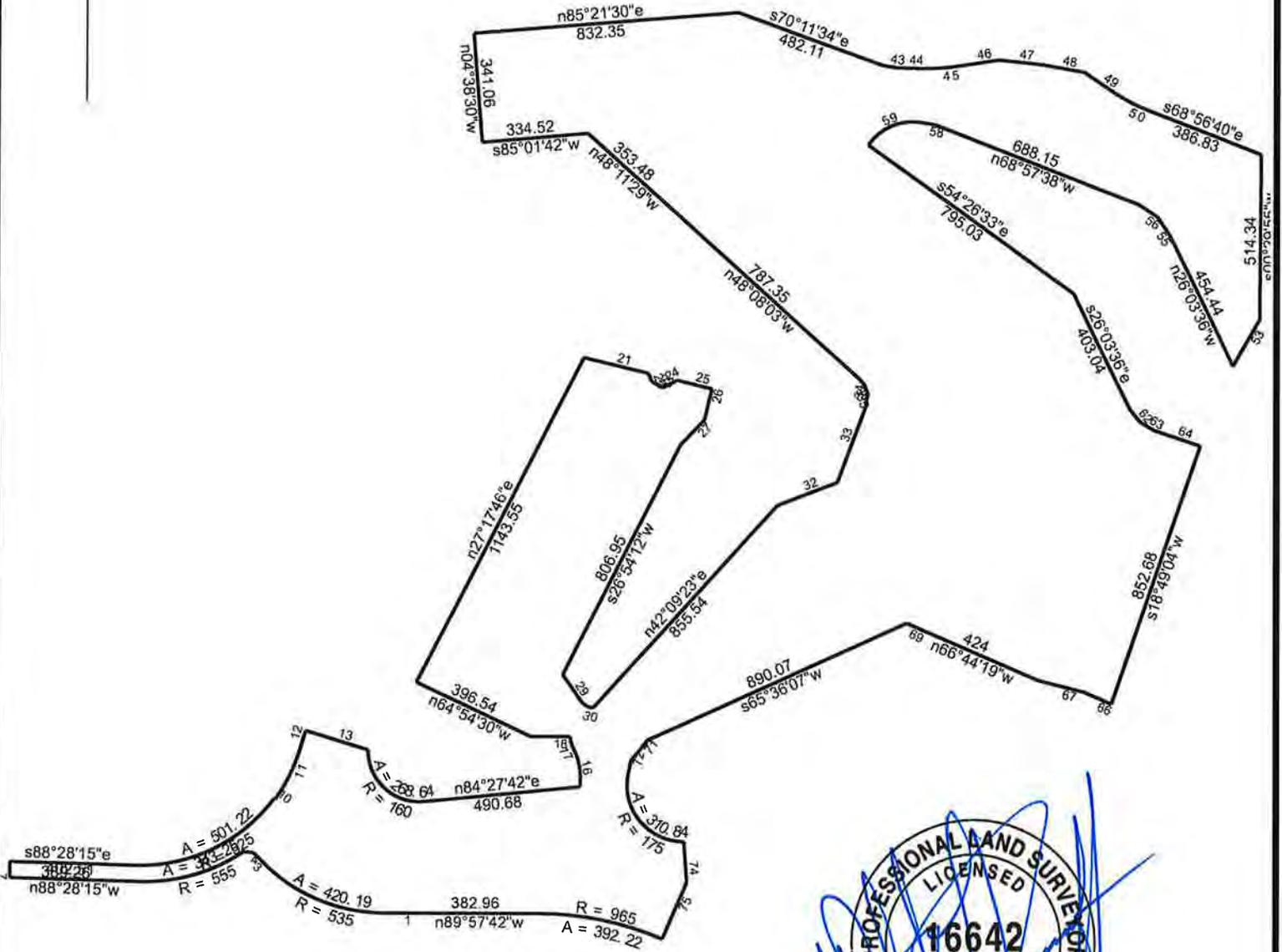
END OF DESCRIPTION

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 Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS

03 MAY 2021



03 MAY 2021

5/3/2021

Scale: 1 inch= 500 feet

File: Falcon Crest Golf Village BOUNDARY.ndp

Tract 1: 86.0284 Acres, Closure: s13.5229e 0.04 ft. (1/503127), Perimeter=20318 ft.

Tract Data and Deed Calls: File= Falcon Crest Golf Village BOUNDARY.ndp

Tract 01: 86.0284 Acres, Closure: s13.5229e 0.04 ft. (1/503127), Perimeter=20318 ft.

- 1: n89.5742w 105.71
- 2: curve right radius 535 arc 420.19 delta 045.0000 chord dir n67.2742w chord dist 409.47
- 3: n44.5742w 41.37
- 4: n84.5701w 30.65
- 5: curve right radius 555 arc 343.25 delta 035.2609 chord dir s73.4841w chord dist 337.81
- 6: n88.2815w 402.51
- 7: n00.5911w 50.05
- 8: s88.2815e 389.26
- 9: curve left radius 525 arc 501.22 delta 054.4202 chord dir n64.1045e chord dist 482.4
- 10: s53.1016e 4.11
- 11: curve left radius 505 arc 165.9 delta 018.4921 chord dir n26.3443e chord dist 165.15
- 12: n17.1002e 70.35
- 13: s73.0609e 202.74
- 14: curve left radius 160 arc 268.64 delta 096.1157 chord dir s47.2619e chord dist 238.18
- 15: n84.2742e 490.68
- 16: curve left radius 200 arc 125.27 delta 035.5315 chord dir n10.0528w chord dist 123.23
- 17: curve right radius 82 arc 36.96 delta 025.4921 chord dir n15.0725w chord dist 36.64
- 18: n89.4826w 124.88
- 19: n64.5430w 396.54
- 20: n27.1746e 1143.55
- 21: s76.2208e 205.71
- 22: s22.2118e 27.82
- 23: s59.5220e 38.96
- 24: n63.2240e 51.96
- 25: s76.2208e 111.98
- 26: s13.3752w 100.7
- 27: s44.1433w 106.74
- 28: s26.5412w 806.95
- 29: s34.4922e 100.17
- 30: curve left radius 50 arc 44.59 delta 051.0534 chord dir s60.2209e chord dist 43.12
- 31: n42.0923e 855.54
- 32: n68.5910e 201.65
- 33: n20.2528e 257.9
- 34: n05.0523e 39.67
- 35: n20.2954w 26.7
- 36: n42.3348w 27.15
- 37: n48.0803w 787.35
- 38: n48.1129w 353.48
- 39: s85.0142w 334.52
- 40: n04.3830w 341.06
- 41: n85.2130e 832.35
- 42: s70.1134e 482.11
- 43: s81.4404e 47.65
- 44: s88.2514e 75
- 45: curve left radius 657.5 arc 118.05 delta 010.1714 chord dir n86.2609e chord dist 117.89
- 46: n81.1732e 127.91
- 47: s84.1404e 130.32
- 48: s80.1659e 141.41
- 49: s56.2327e 126.88
- 50: curve left radius 457.5 arc 100.24 delta 012.3313 chord dir s62.4004e chord dist 100.04
- 51: s68.5640e 386.83
- 52: s00.2955w 514.34
- 53: s29.3846w 169.35
- 54: n26.0336w 454.44
- 55: n33.5909w 69.61
- 56: n56.5157w 71.24
- 57: n68.5738w 688.15
- 58: n81.0206w 43.04
- 59: curve left radius 166.26 arc 188.22 delta 064.5152 chord dir s66.3158w chord dist 178.33



Tract Data and Deed Calls: File= Falcon Crest Golf Village BOUNDARY.ndp

60: s54.2633e 795.03
61: s26.0336e 403.04
62: s40.3422e 50.84
63: s59.0642e 47.06
64: s71.1056e 153
65: s18.4904w 852.68
66: n66.4419w 92.38
67: n76.1204w 152.07
68: n66.4419w 424
69: n62.5544w 23.17
70: s65.3607w 890.07
71: s38.1757w 84.26
72: s11.1336w 42.13
73: curve left radius 175 arc 310.84 delta 101.4615 chord dir s39.3932e chord dist 271.56
74: s04.0757e 128.56
75: s23.1933w 192.38
76: curve left radius 965 arc 392.22 delta 023.1715 chord dir n78.1904w chord dist 389.53
77: n89.5742w 382.96



03 MAY 2021

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=9 BONNIE OBERBILLIG PIONEER TITLE COMPANY OF ADA COUNTY	2021-017162 02/01/2021 02:37 PM \$15.00
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After Recording Return to:
M3 ID Valor Golf Villas, LLC
7033 E. Greenway Parkway, Suite 100
Scottsdale, AZ 85254

FOR RECORDING INFORMATION

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED

Fairmont Tempe, LLC, an Arizona limited liability company, the Grantor, does hereby grant, bargain, sell and convey unto

M3 ID Valor Golf Villas, LLC, an Arizona limited liability company

whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, the Grantee, the following described premises, in Kuna, Ada County, Idaho, more specifically described on Exhibit A attached hereto and made a part hereof.

SUBJECT TO taxes and assessments (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable; to any and all existing reservations, restrictions, dedications, easements, rights-of-way, agreements and encumbrances of record; to all zoning laws and ordinances; to the matters set forth on Exhibit B attached hereto and incorporated herein by reference; and to any state of facts an accurate survey or inspection of the premises would show.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and Grantee's heirs and assigns forever.

Said Grantor does hereby covenant to and with said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances created or suffered by the Grantor, EXCEPT those of record and those to which this conveyance is expressly made subject as herein set forth, and those made, suffered or done by the Grantee; and that Grantor shall warrant and defend the same from all lawful claims of or through Grantor, but none other.

Dated this 29 day of January, 2021.

GRANTOR:

Fairmont Tempe, LLC,
an Arizona limited liability company

By: 4222, LLC, an Arizona limited liability company
Its: Manager

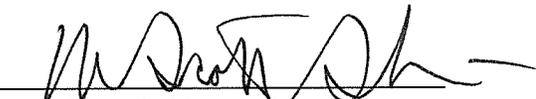
By: 
W. Scott Schirmer, Manager

Exhibit A Legal Description

PARCEL I:

Those portions the North Half of Section 22 and the Southeast Quarter of Section 15, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows: Commencing at the southeast corner of said Section 22, from which the south quarter corner of said Section 22 bears N89°58'04"W, 2,660.61 feet; Thence along the east line of said Section 22, N00°02'10"E, 2,661.90 feet to the east quarter corner of said Section 22 and the POINT OF BEGINNING;

Thence N89°35'20"W, 590.91 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 731.03 feet, having a radius of 1,000.00 feet, a central angle of 41°53'05", a chord bearing of N68°38'47"W and a chord length of 714.86 feet;
 Thence N47°42'15"W, 809.43 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 846.35 feet, having a radius of 1,000.00 feet, a central angle of 48°29'33", a chord bearing of N71°57'01"W and a chord length of 821.32 feet;
 Thence S81°52'54"W, 146.10 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 272.18 feet, having a radius of 375.00 feet, a central angle of 41°35'12", a chord bearing of N77°19'29"W and a chord length of 266.25 feet;
 Thence N35°46'21"E, 35.03 feet to the beginning of a non-tangent curve;
 Thence along said curve to the left an arc length of 245.37 feet, having a radius of 340.00 feet, a central angle of 41°20'58", a chord bearing of S77°26'37"E and a chord length of 240.08 feet;
 Thence N 81°52'54"E, 146.68 feet to the beginning of a non-tangent curve;
 Thence along said curve to the right an arc length of 316.28 feet; having a radius of 1,035.00 feet; a central angle of 17°30'30", a chord bearing of S87°28'30"E and a chord length of 315.05 feet;
 Thence N80°19'03"E, 143.03 feet
 Thence N00°53'49"W, 218.65 feet;
 Thence N69°31'57"W, 96.65 feet;
 Thence N89°37'41"W, 84.01 feet;
 Thence N76°31'10"W, 134.74 feet to the beginning of a non-tangent curve;
 Thence along said curve to the left an arc length of 108.49 feet, having a radius of 175.00 feet, a central angle of 35°31'23", a chord bearing of N51°53'21"W and a chord length of 106.76 feet;
 Thence N61°10'06"W, 71.69 feet;
 Thence N26°55'12"E, 350.47 feet;
 Thence N23°42'24"E, 560.61 feet;
 Thence N45°01'11"E, 69.30 feet;
 Thence N25°34'51"E, 108.91 feet to the beginning of a non-tangent curve;
 Thence, along said curve to the left an arc length of 115.95 feet, having a radius of 175.00 feet, a central angle of 37°57'48", a chord bearing of N36°51'15"W and a chord length of 113.84 feet;
 Thence N26°34'53"E, 88.62 feet;
 Thence S86°04'53"E, 108.49 feet;
 Thence S38°37'24"E, 209.51 feet;
 Thence S79°09'03"E, 65.07 feet;
 Thence N52°13'26"E, 92.95 feet;
 Thence S67°26'10"E, 227.00 feet;
 Thence S51°23'37"W, 457.52 feet;
 Thence S20°18'38"W, 232.07 feet;
 Thence S11°58'25"W, 185.53 feet;
 Thence S02°44'15"W, 256.61 feet;
 Thence S18°49'26"W, 84.11 feet;
 Thence S67°28'15"E, 150.69 feet;
 Thence N22°38'11"E, 82.36 feet;
 Thence N30°53'28"E, 226.42 feet;
 Thence N25°59'12"E, 339.64 feet;

Thence N42°12'39"E, 206.16 feet;
 Thence N 52°20'44"E, 278.23 feet;
 Thence N44°25'02"E, 100.96 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 104.55 feet having a radius of 75.00 feet, a central angle of 79°52'24", a chord bearing of N04°28'50"E and a chord length of 96.29 feet;
 Thence N14°37'42"W, 123.79 feet;
 Thence N50°09'19"W, 1,085.49 feet;
 Thence N66°25'23"W, 139.37 feet;
 Thence N89°22'57"W, 120.08 feet;
 Thence S54°48'03"W, 210.18 feet;
 Thence N32°15'40"W, 90.16 feet;
 Thence N58°37'08"E, 184.47 feet;
 Thence N32°23'04"W, 49.83 feet;
 Thence N38°53'11"E, 94.68 feet;
 Thence N73°12'46"E, 580.15 feet;
 Thence S86°04'44"E, 266.08 feet;
 Thence S79°01'36"E, 261.62 feet;
 Thence S54°23'26"E, 191.58 feet;
 Thence N89°46'12"E, 149.73 feet;
 Thence S59°44'30"E, 104.21 feet;
 Thence S86°12'30"E, 155.97 feet;
 Thence N87°19'59"E, 142.55 feet;
 Thence N78°11'41"E, 188.63 feet;
 Thence S82°48'50"E, 130.15 feet;
 Thence S58°16'37"E, 358.37 feet to a point 40.00 feet westerly of the east line of the Southeast Quarter of said Section 15;
 Thence S00°29'55"W, 573.72 feet parallel with said east line to the south line of said Southeast Quarter;
 Thence S00°47'22"W, 117.37 feet parallel with and 40.00 feet westerly from the east line of the North Half of said Section 22;
 Thence N89°12'38"W, 66.25 feet;
 Thence N23°06'26"W, 389.50 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 122.49 feet, having a radius of 175.00 feet, a central angle of 40°06'11", a chord bearing of N43°09'31"W and a chord length of 120.00 feet;
 Thence N63°12'37"W, 232.73 feet;
 Thence N50°24'06"W, 376.48 feet;
 Thence N81°12'00"W, 281.13 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 199.89 feet, having a radius of 75.00 feet, a central angle of 152°42'18", a chord bearing of S22°26'51"W and a chord length of 145.76 feet;
 Thence S49°39'46"E, 797.23 feet;
 Thence S36°57'46"E, 227.86 feet;
 Thence S15°22'51"E, 230.93 feet;
 Thence S73°33'18"E, 75.31 feet;
 Thence S09°31'23"E, 226.99 feet;
 Thence S18°43'18"W, 559.23 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 50.55 feet, having a radius of 175.00 feet a central angle of 16°32'58", a chord bearing of S10°26'49"W and a chord length of 50.37 feet;
 Thence S84°01'47"W, 80.15 feet;
 Thence N38°29'58"W, 99.27 feet;
 Thence N69°59'06"W, 217.85 feet;
 Thence N83°56'09"W, 438.93 feet;
 Thence S70°49'23"W, 183.52 feet;
 Thence S60°16'39"W, 290.62 feet;
 Thence S35°17'36"W, 121.14 feet;

Thence S77°08'32"W, 193.58 feet;
Thence S43°41'56"W, 104.58 feet;
Thence S06°41'45"W, 119.66 feet;
Thence S27°45'48"E, 93.39 feet;
Thence S82°52'12"E, 230.04 feet;
Thence N73°47'11"E, 280.36 feet;
Thence N60°44'52"E, 257.72 feet;
Thence N39°08'01"E, 112.48 feet;
Thence S89°45'20"E, 227.76 feet;
Thence S61°57'07"E, 643.62 feet;
Thence S16°43'58"E, 98.88 feet;
Thence S44°29'04"E, 92.76 feet;
Thence S83°28'44"E, 130.37 feet;
Thence S89°12'38"E, 119.77 feet to the east line of the North Half of said Section 22;
Thence S00°47'22"W, 829.56 feet along said east line to the POINT OF BEGINNING.

PARCEL II:

Access Easement as disclosed by Access Easement Agreement recorded February 22, 2019 as Instrument No. 2019-014417, records of Ada County, Idaho

Exhibit B

File No.: 756509

Reference No.:

Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ALTA Commitment for Title Insurance

Special Exceptions:

8. General taxes for the year 2020, which are liens, of which the first half has been paid, and the second half of which will not become delinquent until June 20, 2021.
Parcel No.: 04 S1422110300
Amount: \$17,605.74
9. General taxes for the year 2021, which are liens and are not yet due and payable.
Parcel No.: 04 S1422110300
10. Sewer charges and special assessments, if any, for the City of Kuna.
Fax: (208) 922-5989
11. Intentionally deleted
12. Intentionally deleted
13. Intentionally deleted
14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: October 22, 1962
Instrument No.: 540628 in Book 47 Misc. at Page 97
Affects: S1/2 SE1/4 Section 15, T2N, R1E
15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: April 29, 1966
Instrument No.: 638204 in Book 53 Misc. at Page 303
Affects: SE1/4 SW1/4 Section 1; NE1/4 NW1/4 Section 12; SE1/4 NE1/4 N1/2 SW1/4 and SW1/4 SW1/4 Section 11; T2N, R2E and S1/2 SE1/4 Section 15, T2N, R1E
16. Intentionally deleted
17. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: January 31, 1969
Instrument No.: 708856
Affects: SW1/4 Section 14 and E1/2 NE1/4 Section 15 and NE1/4 NE1/4 Section 22 and NW1/4 NW1/4 Section 23, T2N, R1E
18. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: The Board of Ada County Commissioners of Boise, Idaho
Recorded: February 19, 1970
Instrument No.: 735583
Affects: Easterly 25 feet of the E1/2 Section 22, R2N, R1E

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ALTA Commitment for Title Insurance

19. Unrecorded Easement No. 4012 as disclosed by State of Idaho Easement
 In Favor of: Idaho Power Company
 Recorded: February 19, 1970
 Instrument No.: 735583
20. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: Robert A. Wolske
 Recorded: July 23, 1970
 Instrument No.: 747177
 Affects: NW1/4 and the NE1/4 Section 22, T2N, R1E
- Assignment
 Recorded: July 14, 1981
 Instrument No.: 8130956
- Amendment
 Recorded: April 20, 1999
 Instrument No.: 99038484
21. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: Idaho Power Company, a corporation
 Recorded: January 31, 1975
 Instrument No.: 913650
 Affects: S1/2 S1/2 Section 15 and E1/2 NE1/4 Section 22, T2N, R1E
22. Intentionally deleted
23. Intentionally deleted
24. Reservations contained in an instrument
 Document: Deed
 Dated: March 22, 1997
 Executed by: Hans Borbonus, an unmarried man
 Recorded: April 2, 1997
 Instrument No.: 97025425
 As Follows: Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.
 Affects: W1/2 SW1/4, SE1/4 SW1/4 Section 15; N1/2 Section 22, T2N, R1E
25. Intentionally deleted
26. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: Idaho Power Company, a corporation
 Recorded: February 26, 1999
 Instrument No.: 99019323
 Affects: The East 25 feet of SE1/4 NE1/4 Section 22, T2N, R1E

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ALTA Commitment for Title Insurance

27. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
 Recorded: October 25, 2005
 Instrument No.: 105160264
 Affects: NE1/4 Section 22, T2N, R1E
28. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
 Recorded: October 25, 2005
 Instrument No.: 105160264
 Affects: NE1/4 Section 22, T2N, R1E
29. Intentionally deleted
30. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: Fairmont Tempe, L.L.C., an Arizona limited liability company
 Recorded: February 22, 2019
 Instrument No.: 2019-0014417
31. Ordinance No. 2019-36 by City of Kuna upon the terms and provisions set forth therein.
 Dated: September 23, 2019
 Recorded: September 17, 2019
 Instrument No.: 2019-090804
32. Terms, conditions, and provisions of Development Agreement
 Between: City of Kuna, M3 Builders, LLC, an Arizona limited liability company and Falcon Crest, LLC, an Idaho limited liability company
 Recorded: November 7, 2019
 Instrument No.: 2019-111089
33. Subject to those additional items which may be required by Old Republic National Title Insurance Company, following a review of this report.
34. Matters as disclosed by ALTA/NSPS Land Title Survey
 By: JUB Engineers, Inc
 Dated: 7/12/2017
 JUB Project No.: 10-17-028
 As follows:
 - Overhead Power Line
 - Pond

End of Exceptions

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ALTA Commitment for Title Insurance

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=5 LISA BATT
FIRST AMERICAN TITLE INSURANCE COMPANY

2019-014374
02/22/2019 01:44 PM
\$15.00

After Recording
Return to:

The M3 Companies
4222 E. Camelback Road #H100
Phoenix, AZ 85018

FOR RECORDING INFORMATION

#3194333/jmc

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, **Falcon Crest, LLC**, an Idaho limited liability company, also shown as Falcon Crest, L.L.C., an Idaho limited liability company, the GRANTOR, does hereby grant, bargain, sell and convey unto **Falcon Crest Holdings, LLC**, an Arizona limited liability company, the GRANTEE, whose address is 4222 E. Camelback Road, Suite H100, Phoenix, Arizona 85018, the real property located in Ada County, State of Idaho, as more particularly described on Exhibit A and incorporated herein by reference, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Exceptions**").

Reserving unto Grantor and its successors and assigns a right of ingress and egress access and utility service across all of the Property. At such time as a public right-of-way for ingress and egress access and utility service consistent with the development as contemplated in the Development Agreement with the City of Kuna applicable to the Property is dedicated on the Property and available for use, such right of access and utility service shall terminate as to the area encompassed by such public right-of-way. Rights of access and utility service outside of such public right-of-way shall terminate upon recording of a permanent first priority easement providing for the same. In the event Grantee has not completed construction of a road and easement on the Property sufficient to provide contemplated access and utilities to Grantor's property and dedicated it to public use on or before December 31, 2021, Grantor shall have the right, in its discretion, to construct and dedicate to public use the contemplated road and utilities.

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, subject to the Permitted Exceptions.

Dated this 22 day of February, 2019.

GRANTOR:

FALCON CREST, LLC,
an Idaho limited liability company

By: *T Cook*
Name: *Terry Cook*
Its: *Manager*

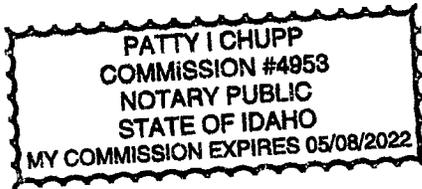
STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of February 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared TERRY COOK, known or identified to me to be the MANAGER of Falcon Crest, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Patty I. Chupp

Notary Public for Idaho
Residing at: Brian, Idaho
My commission expires: 5/8/22



**EXHIBIT A
LEGAL DESCRIPTION**



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LAWDON
GROUP



GATEWAY
MAPPING
INC.

**FALCON CREST SUBDIVISION
4.8-ACRE RIGHT-OF-WAY PARCEL
LEGAL DESCRIPTION**

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the south quarter corner of said Section 22 bears S 89°57'42" E, 2660.56 feet; Thence, along the south line of said Section 22, S 89°57'42" E, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, N 00° 42' 47" E, 2651.04 feet to the south line of the Northwest Quarter of said Section 22; Thence, continuing along said easterly right-of-way line, N 00° 42' 27" E, 757.32 feet to the POINT OF BEGINNING;

Thence, continuing along said easterly right-of-way line, N 00° 42' 27" E, 384.37 feet;
 Thence, departing from said easterly right-of-way line and along the following twenty-six (26) courses:
 Thence, S 55° 00' 22" E, 79.02 feet;
 Thence, S 00° 42' 27" W, 110.67 feet;
 Thence, S 70° 31' 04" E, 122.39 feet;
 Thence, N 89° 39' 10" E, 499.02 feet;
 Thence, N 85° 11' 37" E, 439.58 feet;
 Thence, S 87° 07' 43" E, 153.39 feet;
 Thence, S 61° 33' 48" E, 66.95 feet;
 Thence, S 88° 28' 15" E, 389.26 feet to the beginning of a curve;
 Thence, along said curve to the left an arc length of 526.86 feet, having a radius of 525.00 feet, a central angle of 57° 29' 57", a chord bearing of N 62° 46' 47" E and a chord length of 505.03 feet;
 Thence, S 55° 58' 12" E, 50.00 feet;
 Thence, S 34° 53' 58" W, 17.48 feet;
 Thence, S 36° 38' 43" W, 17.52 feet to the beginning of a non-tangent curve;
 Thence, along said curve to the right an arc length of 542.04 feet, having a radius of 575.00 feet, a central angle of 54° 00' 41", a chord bearing of S 64° 31' 25" W and a chord length of 522.19 feet;
 Thence, N 88° 28' 15" W, 387.06 feet;
 Thence, S 59° 25' 35" W, 106.49 feet to the beginning of a curve;

Page 1 of 2
 Falcon Crest Subdivision / 4.8-Acre Right-of-Way Parcel
 Legal Description

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



J·U·B ENGINEERS, INC.

J·U·B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Thence, along said curve to the right an arc length of 117.72 feet, having a radius of 95.00 feet, a central angle of $71^{\circ} 00' 04''$, a chord bearing of $N 85^{\circ} 04' 23'' W$ and a chord length of 110.34 feet to the beginning of a non-tangent curve;
 Thence, along said curve to the left an arc length of 123.41 feet, having a radius of 150.00 feet, a central angle of $47^{\circ} 08' 18''$, a chord bearing of $N 73^{\circ} 08' 30'' W$ and a chord length of 119.96 feet;
 Thence, $S 83^{\circ} 17' 21'' W$, 157.87 feet;
 Thence, $S 82^{\circ} 09' 46'' W$, 59.00 feet to the beginning of a non-tangent curve;
 Thence, along said curve to the right an arc length of 170.91 feet, having a radius of 866.37 feet, a central angle of $11^{\circ} 18' 10''$, a chord bearing of $S 86^{\circ} 28' 15'' W$ and a chord length of 170.63 feet;
 Thence, $N 87^{\circ} 52' 40'' W$, 226.76 feet to the beginning of a non-tangent curve;
 Thence, along said curve to the left an arc length of 77.37 feet, having a radius of 3163.99 feet, a central angle of $01^{\circ} 24' 04''$, a chord bearing of $N 89^{\circ} 06' 59'' W$ and a chord length of 77.37 feet;
 Thence, $S 89^{\circ} 35' 11'' W$, 65.91 feet;
 Thence, $S 01^{\circ} 00' 37'' E$, 70.50 feet;
 Thence, $N 84^{\circ} 15' 41'' W$, 198.62 feet;
 Thence, $S 52^{\circ} 53' 25'' W$, 81.84 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 4.80 acres, more or less.

Robert L. Kazarinoff, PLS



02/19/2019

Page 2 of 2
 Falcon Crest Subdivision / 4.8-Acre Right-of-Way Parcel
 Legal Description

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

**EXHIBIT B
PERMITTED EXCEPTIONS**

1. Easement, including terms and provisions contained therein:
Recording Information: 747177
In Favor of: Robert A. Wolske
For: 20 feet water transportation ditch

Assignment of Contract and Easement, recorded July 14, 1981, as Instrument No. 8130956, Records of Ada County, Idaho.

Assignment of Contract and Easement, recorded April 20, 1999, as Instrument No. 99038484, Records of Ada County, Idaho.
2. Easement, including terms and provisions contained therein:
Recording Information: 107043265
In Favor of: Idaho Power Company
For: public utilities
3. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
4. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=21 CHE FOWLER PIONEER TITLE COMPANY OF ADA COUNTY	2021-042022 03/16/2021 12:40 PM \$15.00
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After Recording
Return to:

The M3 Companies
7033 E. Greenway Parkway, Suite 100
Scottsdale, AZ 85254

FOR RECORDING INFORMATION

SPECIAL WARRANTY DEED
(FCGH Property)

FOR VALUE RECEIVED, **FALCON CREST, LLC**, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto **FALCON CREST CLUB PARTNERS, LLC**, a Delaware limited liability company, the GRANTEE, whose address is Three Lincoln Centre, Suite 1400, 5430 LBJ Freeway, Dallas, Texas 75240, the real property located in Ada County, State of Idaho, as more particularly described on Exhibit A and incorporated herein by reference, together with all rights, titles, and interests appurtenant thereto (collectively, the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, subject to the Permitted Exceptions.

Dated this 16 day of March, 2021.

GRANTOR:

FALCON CREST, LLC,
an Idaho limited liability company

By: Terry Cook
Terry Cook, Manager

STATE OF IDAHO)
) ss.
County of Ada)

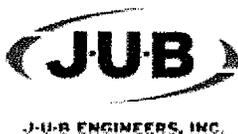
This record was acknowledged before me on this 15 day of March, 2021, by Terry Cook, as Manager of Falcon Crest, LLC.



[Signature]
Notary Public for Idaho
Residing at: _____
My commission expires: _____

**RESIDING IN BOISE, IDAHO
COMMISSION EXPIRES 05/21/2026**

**EXHIBIT A
LEGAL DESCRIPTION**



FALCON CREST DEVELOPMENT



THE
LAWSON
GROUP



GATEWAY
MAPPING
INC.

**FALCON CREST DEVELOPMENT
GOLF A PARCEL
LEGAL DESCRIPTION**

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00° 42' 47" East, 2650.93 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the northwest quarter of said Section 22; Thence continuing along the easterly right-of-way line of South Cloverdale Road North 00° 42' 27" East, 451.45 feet to the POINT OF BEGINNING;

Thence continuing along said easterly right-of-way line, N 00°42'27" E, 305.87 feet to the southerly line of that certain 4.8-Acre Parcel as described in that Special Warranty Deed recorded under Instrument No. 2019-014374, Ada County Records;

Thence along said southerly line the following eleven (11) courses:

- 1) N 52°53'25" E, 81.84 feet;
- 2) S 84°15'41" E, 198.62 feet;
- 3) N 01°00'37" W, 70.50 feet;
- 4) N 89°35'11" E, 65.91 feet to the beginning of a non-tangent curve;
- 5) Along said non-tangent curve to the right an arc length of 77.37 feet, having a radius of 3,163.99 feet, a central angle of 01°24'04", a chord bearing of S 89°06'59" E and a chord length of 77.37 feet;
- 6) S 87°52'40" E, 226.76 feet to the beginning of a curve;
- 7) Along said curve to the left an arc length of 170.91 feet, having a radius of 866.37 feet, a central angle of 11°18'10", a chord bearing of N 86°28'15" E and a chord length of 170.63 feet;
- 8) N 82°09'46" E, 59.00 feet;
- 9) N 83°17'21" E, 157.87 feet to the beginning of a curve;
- 10) Along said curve to the right an arc length of 123.41 feet, having a radius of 150.00 feet, a central angle of 47°08'18", a chord bearing of S 73°08'30" E and a chord length of 119.96 feet to the beginning of a reverse curve;
- 11) Along said reverse curve to the left an arc length of 56.64 feet, having a radius of 95.00 feet, a central angle of 34°09'36", a chord bearing of S 66°39'09" E and a chord length of 55.80 feet to the beginning of a non-tangent curve;

Thence departing from said southerly line and along said non-tangent curve to the right an arc length of 36.14 feet, having a radius of 182.50 feet, a central angle of 11°20'47", a chord bearing of S 34°50'22" E and a chord length of 36.08 feet to the beginning of a reverse curve;

Falcon Crest Development / GOLF A Parcel
Legal Description

Page 1 of 2

a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 ☎ 208-376-7330 ☎ www.jub.com



JUB ENGINEERS, INC.

JUB COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Thence along said reverse curve to the left an arc length of 33.36 feet, having a radius of 152.50 feet, a central angle of 12°31'58", a chord bearing of S 35°25'58" E and a chord length of 33.29 feet;
 Thence S 48°49'12" W, 18.00 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 30.12 feet, having a radius of 170.50 feet, a central angle of 10°07'23", a chord bearing of S 46°42'21" E and a chord length of 30.08 feet to the beginning of a compound curve;
 Thence along said compound curve to the left an arc length of 14.58 feet, having a radius of 27.00 feet, a central angle of 30°56'14", a chord bearing of S 67°14'10" E and a chord length of 14.40 feet to the beginning of a reverse curve;
 Thence along said reverse curve to the right an arc length of 6.49 feet, having a radius of 13.00 feet, a central angle of 28°35'59", a chord bearing of S 68°24'17" E and a chord length of 6.42 feet;
 Thence S 54°06'17" E, 50.03 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 58.06 feet, having a radius of 385.00 feet, a central angle of 08°38'27", a chord bearing of S 49°47'04" E and a chord length of 58.01 feet;
 Thence S 45°27'50" E, 76.26 feet to the beginning of a curve;
 Thence along said curve to the left an arc length of 87.07 feet, having a radius of 190.00 feet, a central angle of 26°15'19", a chord bearing of S 58°35'30" E and a chord length of 86.31 feet;
 Thence S 71°43'09" E, 115.00 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 340.74 feet, having a radius of 250.00 feet, a central angle of 78°05'34", a chord bearing of S 32°40'22" E and a chord length of 314.97 feet;
 Thence S 06°22'25" W, 49.71 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 49.75 feet, having a radius of 85.00 feet, a central angle of 33°32'07", a chord bearing of S 23°08'28" W and a chord length of 49.04 feet;
 Thence N 50°05'28" W, 11.87 feet;
 Thence S 90°00'00" W, 83.01 feet;
 Thence S 79°22'49" W, 59.02 feet;
 Thence S 63°26'06" W, 48.80 feet;
 Thence S 28°40'50" W, 11.20 feet;
 Thence N 61°19'10" W, 506.16 feet;
 Thence N 66°31'43" W, 456.58 feet;
 Thence N 76°41'20" W, 101.65 feet;
 Thence N 81°41'42" W, 86.24 feet;
 Thence N 89°21'39" W, 319.53 feet;
 Thence S 19°46'57" W, 158.63 feet;
 Thence N 89°17'33" W, 102.22 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 13.98 acres, more or less.

Robert L. Kazarinoff, PLS

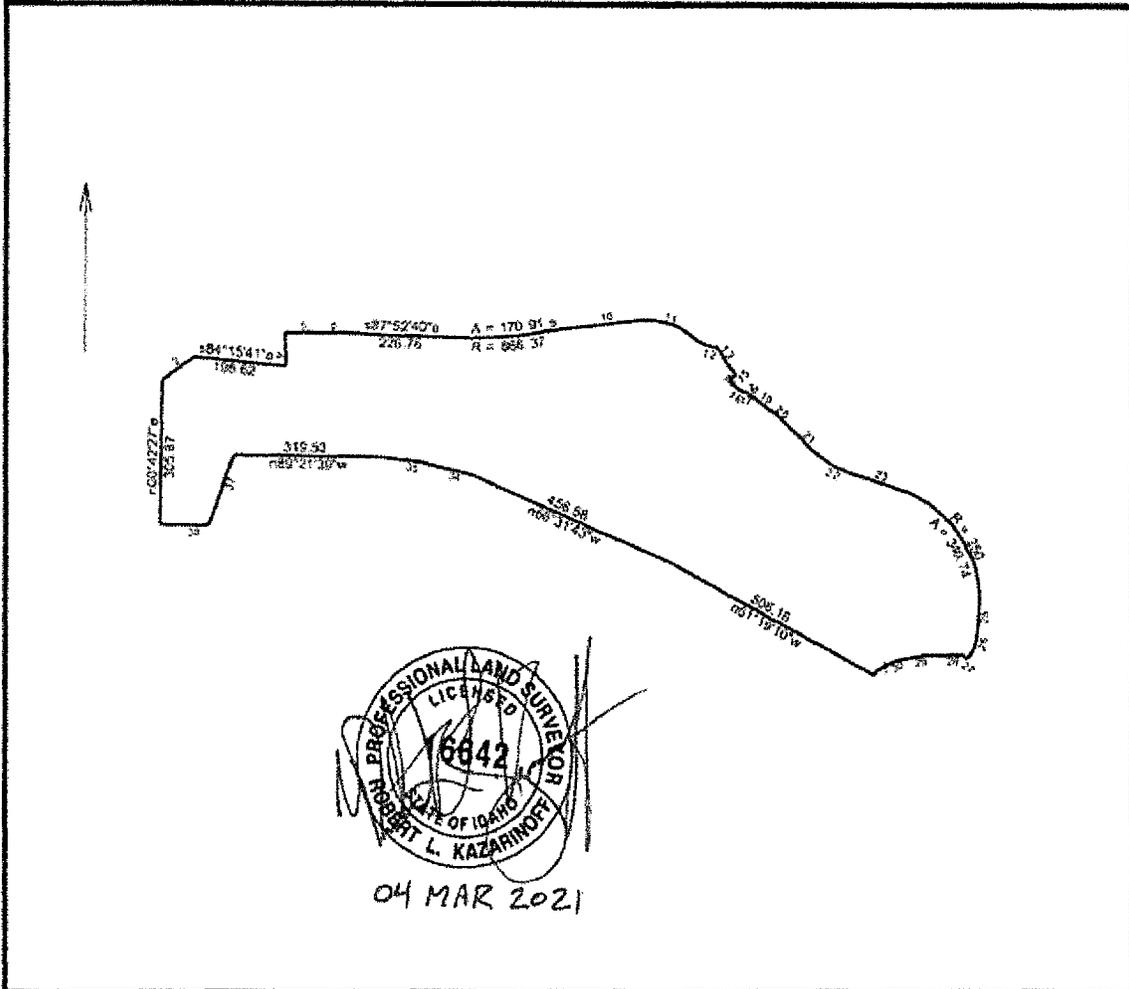


04 MAR 2021

Falcon Crest Development / GOLF A Parcel
 Legal Description

Page 2 of 2

a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 • 208-376-7330 • www.jub.com



3/4/2021

Scale: 1 inch= 300 feet File: GOLF A BOUNDARY.ndp

Tract 1: 13.9809 Acres. Closure: n42.0149w 0.01 R. (1/721760), Perimeter=4505 ft.

- | | |
|---|---|
| 01 n00.4227e 305.87 | 23 s71.4309e 115 |
| 02 n52.5325e 81.84 | 24 Rt, r=250.00, delta=078.0534, arc=340.74, chord=s32.4022e 314.97 |
| 03 s84.1541e 198.52 | 25 s06.2225w 49.71 |
| 04 n01.0037w 70.5 | 26 Rt, r=85.00, delta=033.3207, arc=49.75, chord=s23.0828w 49.01 |
| 05 n89.3511e 85.91 | 27 n50.0528w 11.87 |
| 06 Rt, r=3163.99, delta=001.2404, arc=77.37, chord=s89.0659e 77.37 | 28 s90.0000w 83.01 |
| 07 s87.5240e 226.76 | 29 s79.2249w 59.02 |
| 08 Lt, r=868.37, delta=011.1810, arc=170.91, chord=n86.2815e 170.63 | 30 s63.7606w 48.8 |
| 09 n82.0945e 59 | 31 s28.4050w 11.2 |
| 10 n83.1721e 157.87 | 32 n61.1910w 508.16 |
| 11 Rt, r=150.00, delta=047.0818, arc=123.41, chord=s73.0830e 119.96 | 33 n66.3143e 456.58 |
| 12 Lt, r=95.00, delta=034.0936, arc=56.64, chord=s66.3909e 55.80 | 34 n76.4120w 101.85 |
| 13 Rt, r=182.50, delta=011.2047, arc=36.14, chord=s34.5022e 36.08 | 35 n81.4142w 86.24 |
| 14 Lt, r=152.50, delta=012.3158, arc=33.36, chord=s35.2558e 33.29 | 36 n89.2139w 319.53 |
| 15 s48.4912w 18 | 37 s19.4657w 158.63 |
| 16 Lt, r=170.50, delta=010.0723, arc=30.12, chord=s46.4221e 30.08 | 38 n89.1733w 102.22 |
| 17 Lt, r=27.00, delta=030.5614, arc=14.58, chord=s67.1410e 14.40 | |
| 18 Rt, r=13.00, delta=028.3559, arc=6.49, chord=s68.2417e 6.42 | |
| 19 s54.0517e 50.03 | |
| 20 Rt, r=385.00, delta=008.3827, arc=58.06, chord=s49.4704e 58.01 | |
| 21 s45.2750e 76.26 | |
| 22 Lt, r=190.00, delta=026.1519, arc=87.97, chord=s58.3530e 86.31 | |



JUB COMPANIES

THE
LARSON
GROUPGATEWAY
MAPPING
INC.

**FALCON CREST DEVELOPMENT
GOLF B PARCEL
LEGAL DESCRIPTION**

That portion of the West Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00° 42' 47" East, 2650.93 feet; Thence, along the south line of said Section 22, South 89° 57' 42" East, 48.00 feet; Thence, departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the northwest quarter of said Section 22; Thence continuing along the easterly right-of-way line of South Cloverdale Road North 00° 42' 27" East, 451.44 feet; Thence, leaving said easterly right-of-way line, South 89° 17' 33" East, 102.22 feet; Thence, North 19° 46' 57" East, 158.63 feet; Thence, South 89° 21' 39" East, 319.53 feet; Thence, South 81° 41' 42" East, 86.24 feet; Thence, South 76° 41' 20" East, 101.65 feet; Thence, South 66° 31' 43" East, 456.58 feet; Thence, South 61° 19' 10" East, 506.16 feet; Thence, North 28° 40' 50" East, 11.20 feet; Thence, North 63° 26' 06" East, 48.80 feet; Thence, North 79° 22' 49" East, 59.02 feet; Thence, North 90° 00' 00" East, 83.01 feet; Thence, South 50° 05' 28" East, 91.36 feet; Thence, South 03° 11' 47" East, 12.46 feet to the POINT OF BEGINNING;

Thence N 39° 54' 32" E, 60.47 feet to the beginning of a curve;
Thence along said curve to the left an arc length of 164.84 feet, having a radius of 290.00 feet, a central angle of 32° 34' 06", a chord bearing of N 23° 37' 29" E and a chord length of 162.63 feet;
Thence S 80° 41' 16" E, 155.75 feet;
Thence S 00° 00' 00" E, 36.94 feet;
Thence N 80° 28' 40" E, 120.31 feet;
Thence N 00° 00' 00" E, 54.78 feet;
Thence N 69° 21' 29" E, 129.83 feet;
Thence N 20° 38' 31" W, 55.00 feet;
Thence N 69° 21' 29" E, 120.01 feet;
Thence N 26° 06' 46" W, 44.09 feet to the beginning of a curve;

Falcon Crest Development / GOLF B Parcel
Legal Description

Page 1 of 3

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



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Thence along said curve to the right an arc length of 118.56 feet, having a radius of 175.00 feet, a central angle of 38°49'01", a chord bearing of N 06°42'16" W and a chord length of 116.31 feet;
 Thence N 12°42'15" E, 203.25 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 117.16 feet, having a radius of 530.00 feet, a central angle of 12°39'57", a chord bearing of S 83°37'44" E and a chord length of 116.92 feet;
 Thence S 89°57'42" E, 183.47 feet;
 Thence S 00°02'18" W, 200.93 feet;
 Thence S 07°27'55" E, 438.00 feet;
 Thence S 19°41'17" E, 151.49 feet;
 Thence S 74°10'20" E, 109.79 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 323.85 feet, having a radius of 175.00 feet, a central angle of 106°01'49", a chord bearing of S 20°33'22" E and a chord length of 279.58 feet;
 Thence S 32°27'32" W, 94.39 feet;
 Thence S 09°19'21" W, 11.32 feet;
 Thence continuing S 09°19'21" W, 472.00 feet;
 Thence S 10°13'46" W, 49.77 feet;
 Thence S 14°54'58" W, 216.87 feet;
 Thence continuing S 14°54'58" W, 622.97 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 56.96 feet, having a radius of 75.40 feet, a central angle of 43°16'47", a chord bearing of S 33°09'09" W and a chord length of 55.61 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 42.99 feet, having a radius of 75.00 feet, a central angle of 32°50'28", a chord bearing of S 71°13'11" W and a chord length of 42.40 feet;
 Thence S 34°37'54" W, 23.48 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 57.51 feet, having a radius of 80.00 feet, a central angle of 41°11'29", a chord bearing of N 62°22'13" W and a chord length of 56.28 feet;
 Thence continuing along said curve to the left an arc length of 80.56 feet, having a central angle of 57°41'49", a chord bearing of S 68°11'08" W and a chord length of 77.20 feet to the beginning of a reverse curve;
 Thence along said reverse curve to the right an arc length of 61.94 feet, having a radius of 70.00 feet, a central angle of 50°42'04", a chord bearing of S 64°41'16" W and a chord length of 59.94 feet;
 Thence N 89°57'42" W, 12.95 feet;
 Thence N 00°07'38" W, 129.50 feet;
 Thence N 04°14'23" W, 78.64 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 318.74 feet, having a radius of 365.33 feet, a central angle of 49°59'19", a chord bearing of N 26°47'23" E and a chord length of 308.73 feet;
 Thence N 01°21'53" E, 244.49 feet;
 Thence N 01°21'44" E, 252.33 feet;

Falcon Crest Development / GOLF B Parcel
 Legal Description

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JUB COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

JUB ENGINEERS, INC.

Thence N 09°19'21" E, 771.23 feet;
 Thence N 80°40'39" W, 100.00 feet;
 Thence N 70°11'22" W, 34.05 feet;
 Thence N 05°39'24" W, 100.00 feet;
 Thence S 84°20'31" W, 312.22 feet;
 Thence S 79°33'41" W, 136.56 feet;
 Thence S 10°26'19" E, 570.10 feet;
 Thence continuing S 10°26'19" E, 112.00 feet;
 Thence S 04°52'24" E, 45.09 feet;
 Thence S 02°54'53" E, 472.00 feet;
 Thence S 00°46'58" E, 54.92 feet;
 Thence S 03°28'27" W, 56.40 feet;
 Thence S 07°00'37" W, 53.10 feet;
 Thence S 40°59'05" W, 55.82 feet;
 Thence S 79°17'04" W, 51.61 feet;
 Thence N 89°57'42" W, 242.78 feet;
 Thence N 03°11'47" W, 1498.63 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 33.51 acres, more or less.

Robert L. Kazarinoff, PLS



05 MAR 2021

Falcon Crest Development / GOLF B Parcel
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J-U-B ENGINEERS, INC.

JUB COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

FALCON CREST PROPERTY
GOLF COURSE AREA
LEGAL DESCRIPTION

Those portions of Section 15 and the North Half of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

Commencing at the southwest corner of said Section 22, from which the west quarter corner of said Section 22 bears North 00°42'47" East, 2650.93 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00° 42' 47" East, 2651.04 feet to the south line of the Northwest Quarter of said Section 22; Thence continuing along said easterly right-of-way line, North 00° 42' 27" East, 1141.69 feet to the POINT OF BEGINNING;

Thence along said easterly right-of-way line North 00° 42' 27" East, 1510.79 feet to the south line of said Section 15;

Thence continuing along said easterly right-of-way line, North 00° 01' 55" West, 1188.45 feet to the south line of the lands of the Idaho Power Company as described in that Warranty Deed recorded under Instrument No. 522630, Ada County Records;

Thence along the south line of said lands, North 89° 58' 05" East, 377.00 feet;

Thence along the east line of said lands, North 00° 01' 55" West, 450.00 feet;

Thence along the north line of said lands, South 89° 58' 05" West, 377.00 feet to said easterly right-of-way line;

Thence departing from said north line and along said easterly right-of-way line, North 00° 01' 55" West, 168.61 feet;

Thence along the northerly line of Parcel 1 as described in said Warranty Deed to ACHD, South 77° 30' 17" West, 49.16 feet to the west line of said Section 15;

Thence along said west line, North 00° 01' 55" West, 53.25 feet to the centerline of the New York Canal;

Thence departing from said west line and along said centerline the following three (3) courses:

North 77° 31' 13" East, 489.16 feet to the beginning of a curve;

Thence along said curve to the left an arc length of 369.58 feet, having a radius of 1198.00 feet, a central angle of 17° 40' 31", a chord bearing of North 68° 40' 57" East and a chord length of 368.11 feet;

Thence North 59° 50' 41" East, 584.99 feet to the west line of the Northeast Quarter of the Southwest Quarter of said Section 15;

Thence departing from said centerline and along said west line, South 00° 02' 48" West, 73.35 feet;

Thence departing from said west line and along the northwesterly line of the lands of Falcon Crest, LLC as described in that Grant Deed recorded under Instrument No. 100049803, Ada County Records, the following four (4) courses:

FALCON CREST PROPERTY / GOLF COURSE

LEGAL DESCRIPTION

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JUB ENGINEERS, INC.

JUB COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

North 60° 34' 50" East, 174.04 feet;
 Thence North 54° 35' 20" East, 154.96 feet;
 Thence North 59° 04' 10" East, 141.05 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 188.25 feet, having a radius of
 930.00 feet, a central angle of 11° 35' 52", a chord bearing of North 64° 52' 05"
 East and a chord length of 187.93 feet to the north line of the Northeast Quarter
 of the Southwest Quarter of said Section 15;

Thence departing from said north line and along the northwesterly line of the lands of Falcon Crest, LLC
 as described in that Grant Deed recorded under Instrument No. 100049S01, Ada County
 Records, the following four (4) courses:

Along a curve to the right an arc length of 222.86 feet, having a radius of 930.00 feet, a
 central angle of 13° 43' 49", a chord bearing of North 77° 31' 55" East and a
 chord length of 222.33 feet;
 Thence North 84° 23' 50" East, 201.72 feet;
 Thence North 82° 24' 56" East, 132.20 feet;
 Thence North 80° 20' 01" East, 212.66 feet to the east line of the Northwest Quarter of
 said Section 15;

Thence along said east line, South 00° 07' 26" West, 120.88 feet to the center quarter corner of said
 Section 15;

Thence along the north line of the South Half of said Section 15, South 89° 59' 39" East, 332.99 feet to
 the northeast corner of the West Half of the West Half of the Northwest Quarter of the
 Southeast Quarter of said Section 15;

Thence along the east line of said W1/2 W1/2 NW1/4 SE1/4, South 00° 10' 22" West, 1319.10 feet to
 the southeast corner of said W1/2 W1/2 NW1/4 SE1/4;

Thence along the north line of the South Half of the Southeast Quarter of said Section 15, South 89° 59'
 18" East, 2323.44 feet to the northeast corner of said S1/2 SE1/4;

Thence along the east line of said S1/2 SE1/4, South 00° 29' 55" West, 1319.35 feet to the northeast
 corner of said Section 22;

Thence along the east line of said Section 22, South 00° 47' 22" West, 1813.51 feet;

Thence departing from said east line, N 89° 12' 38" W, 119.77 feet;

Thence N 83° 28' 44" W, 130.37 feet;

Thence N 44° 29' 04" W, 92.76 feet;

Thence N 16° 43' 58" W, 98.88 feet;

Thence N 61° 57' 07" W, 643.62 feet;

Thence N 89° 45' 21" W, 227.76 feet;

Thence S 39° 08' 01" W, 112.48 feet;

Thence S 60° 44' 52" W, 257.72 feet;

Thence S 73° 47' 12" W, 280.36 feet;

Thence N 82° 52' 12" W, 230.04 feet;

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JUB ENGINEERS, INC.

JUB COMPANIES



THE
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INC.

Thence N 27°45'48" W, 93.39 feet;
 Thence N 06°41'45" E, 119.66 feet;
 Thence N 43°41'56" E, 104.58 feet;
 Thence N 77°08'32" E, 193.58 feet;
 Thence N 35°17'36" E, 121.14 feet;
 Thence N 60°16'39" E, 290.62 feet;
 Thence N 70°49'23" E, 183.52 feet;
 Thence S 83°56'09" E, 438.93 feet;
 Thence S 69°59'06" E, 217.85 feet;
 Thence S 38°29'58" E, 99.27 feet;
 Thence N 84°01'47" E, 80.15 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 50.55 feet, having a radius of 175.00 feet, a central angle of 16°32'59", a chord bearing of N 10°26'49" E and a chord length of 50.37 feet;
 Thence N 18°43'18" E, 559.23 feet;
 Thence N 09°31'23" W, 226.99 feet;
 Thence N 73°33'18" W, 75.31 feet;
 Thence N 15°22'51" W, 230.93 feet;
 Thence N 36°57'46" W, 227.86 feet;
 Thence N 49°39'46" W, 797.23 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 199.89 feet, having a radius of 75.00 feet, a central angle of 152°42'18", a chord bearing of N 22°26'51" E and a chord length of 145.76 feet;
 Thence S 81°12'00" E, 281.13 feet;
 Thence S 50°24'06" E, 376.48 feet;
 Thence S 63°12'37" E, 232.73 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 122.49 feet, having a radius of 175.00 feet, a central angle of 40°06'11", a chord bearing of S 43°09'32" E and a chord length of 120.00 feet;
 Thence S 23°06'26" E, 389.50 feet;
 Thence S 89°12'38" E, 66.25 feet;
 Thence N 00°47'22" E, 117.37 feet;
 Thence N 00°29'55" E, 573.72 feet;
 Thence N 58°16'37" W, 358.37 feet;
 Thence N 82°48'50" W, 130.15 feet;
 Thence S 78°11'41" W, 188.63 feet;
 Thence S 87°20'00" W, 142.55 feet;
 Thence N 86°12'30" W, 155.97 feet;
 Thence N 59°44'30" W, 104.21 feet;
 Thence S 89°46'12" W, 149.73 feet;
 Thence N 54°23'26" W, 191.58 feet;
 Thence N 79°01'36" W, 261.62 feet;
 Thence N 86°04'44" W, 266.08 feet;

FALCON CREST PROPERTY / GOLF COURSE

LEGAL DESCRIPTION

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JUB ENGINEERS, INC.

JUB COMPANIES



THE
LANGDON
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GATEWAY
MAPPING
INC.

Thence S 73°12'46" W, 580.15 feet;
 Thence S 38°53'11" W, 94.68 feet;
 Thence S 32°23'04" E, 49.83 feet;
 Thence S 58°37'08" W, 184.47 feet;
 Thence N 27°02'05" W, 80.36 feet;
 Thence N 46°51'02" W, 67.90 feet;
 Thence N 53°37'06" W, 74.26 feet;
 Thence S 75°49'06" W, 100.62 feet;
 Thence N 61°21'28" W, 114.08 feet;
 Thence S 81°01'32" W, 63.24 feet;
 Thence N 82°16'59" W, 138.70 feet;
 Thence S 82°16'32" W, 35.84 feet;
 Thence N 51°12'01" W, 52.44 feet;
 Thence N 52°36'06" W, 252.04 feet;
 Thence N 74°06'15" W, 643.21 feet;
 Thence S 89°27'48" W, 128.73 feet;
 Thence S 70°33'58" W, 330.37 feet;
 Thence S 54°58'56" W, 403.81 feet;
 Thence S 20°15'28" W, 577.80 feet;
 Thence S 46°38'32" E, 38.12 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 46.85 feet, having a radius of 175.00 feet, a central angle of 15°20'18", a chord bearing of N 48°59'56" E and a chord length of 46.71 feet;
 Thence N 56°40'04" E, 293.99 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 148.39 feet, having a radius of 175.00 feet, a central angle of 48°35'02", a chord bearing of N 80°57'35" E and a chord length of 143.99 feet;
 Thence S 74°44'53" E, 510.14 feet;
 Thence N 00°02'09" E, 300.24 feet;
 Thence East, 61.72 feet;
 Thence North, 257.97 feet;
 Thence East, 160.50 feet;
 Thence South, 127.21 feet;
 Thence S 75°48'30" E, 135.63 feet;
 Thence S 89°42'45" E, 239.37 feet;
 Thence S 71°45'41" E, 91.79 feet;
 Thence S 43°54'43" E, 628.45 feet;
 Thence S 48°12'52" E, 90.00 feet;
 Thence N 41°47'08" E, 201.20 feet;
 Thence N 45°56'58" E, 274.64 feet;
 Thence N 54°48'03" E, 210.18 feet;
 Thence S 89°22'57" E, 120.08 feet;
 Thence S 66°25'23" E, 139.37 feet;

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JUB ENGINEERS, INC.

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Thence S 50°09'19" E, 1,085.49 feet;
 Thence S 14°37'42" E, 123.79 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 104.55 feet, having a radius of 75.00 feet, a central angle of 79°52'24", a chord bearing of S 04°28'50" W and a chord length of 96.29 feet;
 Thence S 44°25'02" W, 100.96 feet;
 Thence S 52°20'44" W, 278.23 feet;
 Thence S 42°12'39" W, 206.16 feet;
 Thence S 25°59'12" W, 339.64 feet;
 Thence S 30°53'28" W, 226.42 feet;
 Thence S 22°38'11" W, 82.36 feet;
 Thence N 67°28'15" W, 150.69 feet;
 Thence N 18°49'26" E, 84.11 feet;
 Thence N 02°44'15" E, 256.61 feet;
 Thence N 11°58'25" E, 185.53 feet;
 Thence N 20°18'38" E, 232.07 feet;
 Thence N 51°23'37" E, 457.52 feet;
 Thence N 67°26'10" W, 227.00 feet;
 Thence S 52°13'26" W, 92.95 feet;
 Thence N 79°09'03" W, 65.07 feet;
 Thence N 38°37'24" W, 209.51 feet;
 Thence N 86°04'53" W, 108.49 feet;
 Thence S 26°34'54" W, 88.62 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 115.95 feet, having a radius of 175.00 feet, a central angle of 37°57'48", a chord bearing of S 36°51'14" E and a chord length of 113.84 feet;
 Thence S 25°34'51" W, 108.91 feet;
 Thence S 45°01'11" W, 69.30 feet;
 Thence S 23°42'24" W, 560.61 feet;
 Thence S 26°55'12" W, 350.47 feet;
 Thence S 61°10'06" E, 71.69 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 108.49 feet, having a radius of 175.00 feet, a central angle of 35°31'12", a chord bearing of S 51°53'21" E and a chord length of 106.76 feet;
 Thence S 76°31'10" E, 134.74 feet;
 Thence S 89°37'42" E, 84.01 feet;
 Thence S 69°31'57" E, 96.65 feet;
 Thence S 00°53'49" E, 218.65 feet;
 Thence S 80°19'03" W, 143.03 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 316.28 feet, having a radius of 1,035.00 feet, a central angle of 17°30'30", a chord bearing of N 87°28'30" W and a chord length of 315.05 feet;

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J-U-B ENGINEERS, INC.

J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

Thence S 81°52'54" W, 146.68 feet to the beginning of a curve;
 Thence along said curve to the right an arc length of 245.37 feet, having a radius of 340.00 feet, a central angle of 41°20'58", a chord bearing of N 77°26'37" W and a chord length of 240.08 feet;
 Thence N 56°00'28" W, 50.00 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 25.45 feet, having a radius of 525.00 feet, a central angle of 02°46'39", a chord bearing of S 35°25'07" W and a chord length of 25.45 feet;
 Thence N 50°26'50" W, 72.94 feet;
 Thence N 77°12'03" W, 186.00 feet;
 Thence N 72°09'34" W, 62.24 feet;
 Thence N 81°09'06" W, 130.91 feet;
 Thence N 80°30'09" W, 62.00 feet;
 Thence N 75°02'59" W, 60.91 feet;
 Thence N 54°19'50" W, 51.13 feet;
 Thence N 39°11'32" W, 50.25 feet;
 Thence N 42°23'46" W, 50.05 feet;
 Thence S 45°04'15" W, 120.00 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 125.50 feet, having a radius of 373.50 feet, a central angle of 19°15'10", a chord bearing of N 55°02'57" W and a chord length of 124.92 feet;
 Thence N 02°09'23" W, 105.97 feet;
 Thence N 54°51'12" E, 43.75 feet;
 Thence N 38°35'36" E, 77.78 feet;
 Thence N 22°19'59" E, 77.78 feet;
 Thence N 15°05'13" E, 80.58 feet;
 Thence N 02°03'26" W, 62.00 feet;
 Thence N 09°18'11" E, 26.16 feet;
 Thence S 84°15'48" E, 37.81 feet;
 Thence N 17°24'12" E, 63.31 feet;
 Thence N 05°44'12" E, 124.00 feet;
 Thence N 14°48'05" E, 46.13 feet;
 Thence N 26°53'53" E, 99.48 feet;
 Thence N 24°40'42" E, 50.29 feet;
 Thence N 18°15'27" E, 50.00 feet;
 Thence N 11°46'20" E, 50.35 feet;
 Thence N 14°37'55" E, 62.14 feet;
 Thence N 22°52'23" E, 124.36 feet;
 Thence N 71°30'52" W, 97.04 feet;
 Thence N 10°05'24" W, 48.53 feet;
 Thence N 43°58'57" W, 117.87 feet;
 Thence S 68°00'12" W, 133.72 feet;
 Thence S 43°58'57" E, 119.64 feet to the beginning of a non-tangent curve;

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JUB ENGINEERS, INC.

JUB COMPANIES



THE
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GATEWAY
MAPPING
INC.

Thence along said non-tangent curve to the left an arc length of 94.26 feet, having a radius of 56.00 feet, a central angle of $96^{\circ}26'19''$, a chord bearing of $S 13^{\circ}53'09'' W$ and a chord length of 83.52 feet to the beginning of a reverse curve;

Thence along said reverse curve to the right an arc length of 65.73 feet, having a radius of 100.00 feet, a central angle of $37^{\circ}39'30''$, a chord bearing of $S 15^{\circ}30'15'' E$ and a chord length of 64.55 feet;

Thence $S 03^{\circ}19'30'' W$, 28.98 feet;

Thence $N 66^{\circ}05'03'' W$, 95.61 feet;

Thence $S 34^{\circ}45'48'' W$, 68.47 feet;

Thence $S 27^{\circ}05'58'' W$, 152.70 feet;

Thence $S 17^{\circ}05'11'' W$, 58.67 feet;

Thence $S 09^{\circ}23'47'' W$, 106.17 feet;

Thence $N 72^{\circ}04'52'' W$, 21.37 feet;

Thence $S 84^{\circ}25'44'' W$, 73.72 feet;

Thence $S 79^{\circ}51'40'' W$, 67.05 feet;

Thence $S 67^{\circ}22'53'' W$, 78.51 feet;

Thence $S 45^{\circ}57'22'' W$, 79.20 feet;

Thence $S 29^{\circ}41'45'' W$, 79.20 feet;

Thence $S 13^{\circ}26'08'' W$, 79.20 feet;

Thence $S 02^{\circ}49'29'' E$, 79.20 feet;

Thence $S 19^{\circ}05'05'' E$, 79.20 feet;

Thence $S 35^{\circ}20'42'' E$, 79.20 feet;

Thence $S 50^{\circ}32'11'' E$, 79.42 feet;

Thence $S 60^{\circ}29'17'' E$, 61.32 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 56.49 feet, having a radius of 50.00 feet, a central angle of $64^{\circ}43'56''$, a chord bearing of $S 39^{\circ}01'31'' W$ and a chord length of 53.53 feet to the beginning of a reverse curve;

Thence along said reverse curve to the left an arc length of 69.03 feet, having a radius of 373.50 feet, a central angle of $10^{\circ}35'23''$, a chord bearing of $S 66^{\circ}05'47'' W$ and a chord length of 68.93 feet;

Thence $S 60^{\circ}48'05'' W$, 116.36 feet to the beginning of a curve;

Thence along said curve to the right an arc length of 66.95 feet, having a radius of 201.50 feet, a central angle of $19^{\circ}02'10''$, a chord bearing of $S 70^{\circ}19'10'' W$ and a chord length of 66.64 feet;

Thence $N 10^{\circ}09'44'' W$, 120.00 feet;

Thence $N 81^{\circ}20'14'' W$, 52.60 feet;

Thence $N 43^{\circ}41'14'' W$, 52.60 feet;

Thence $N 08^{\circ}36'49'' W$, 54.53 feet;

Thence $N 01^{\circ}41'08'' W$, 170.00 feet;

Thence $N 10^{\circ}19'47'' W$, 50.57 feet;

Thence $N 22^{\circ}02'23'' W$, 53.33 feet;

Thence $N 18^{\circ}26'47'' W$, 52.22 feet;

Thence $N 15^{\circ}29'35'' W$, 51.49 feet;

Thence $N 06^{\circ}02'31'' E$, 43.10 feet;

Thence $N 30^{\circ}17'23'' E$, 46.37 feet;

Thence $N 56^{\circ}08'46'' E$, 49.51 feet;

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THE LANGDON GROUP



GATEWAY MAPPING INC.

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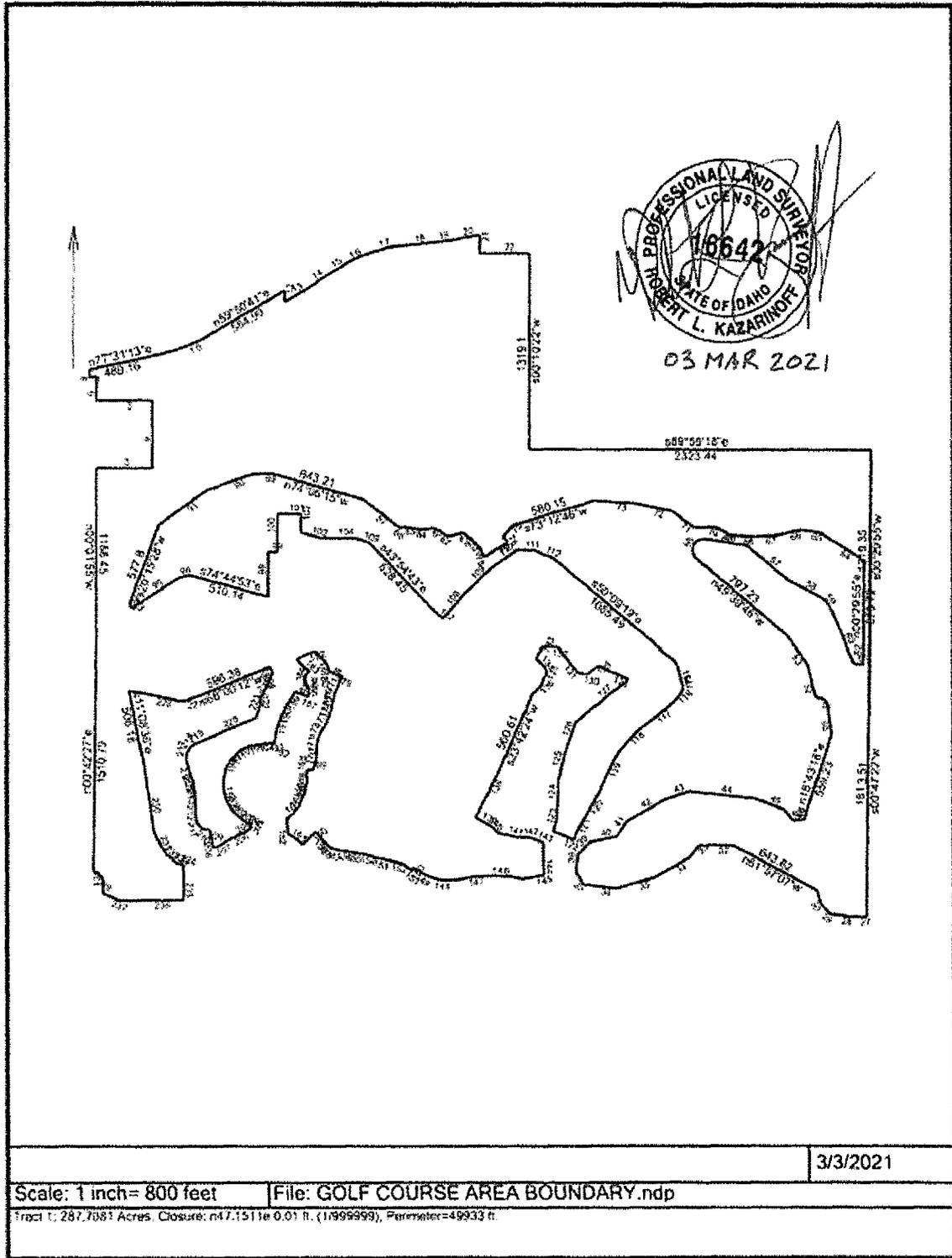
Thence N 66°51'58" E, 442.15 feet;
 Thence N 18°16'43" E, 89.69 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 54.81 feet, having a radius of 56.00 feet, a central angle of 56°04'34", a chord bearing of N 09°45'34" W and a chord length of 52.65 feet;
 Thence N 60°39'42" E, 36.71 feet;
 Thence N 21°40'51" E, 156.06 feet;
 Thence N 21°59'48" W, 42.82 feet;
 Thence S 68°00'12" W, 596.38 feet;
 Thence S 84°05'51" W, 51.29 feet;
 Thence N 78°48'01" W, 355.07 feet;
 Thence S 11°08'36" E, 506.18 feet;
 Thence S 08°49'29" E, 460.11 feet;
 Thence S 24°40'27" E, 85.69 feet;
 Thence S 35°04'13" E, 85.12 feet;
 Thence S 49°58'04" E, 84.86 feet;
 Thence S 73°23'45" E, 47.82 feet;
 Thence S 00°36'05" E, 235.60 feet;
 Thence S 89°39'10" W, 426.22 feet;
 Thence N 70°31'05" W, 122.39 feet;
 Thence N 00°42'27" E, 110.67 feet;
 Thence N 55°00'22" W, 79.02 feet to the POINT OF BEGINNING, containing 287.71 acres, more or less.

Robert L. Kazarinoff, PLS



03 MAR 2021

FALCON CREST PROPERTY / GOLF COURSE
 LEGAL DESCRIPTION
 Page 8 of 8



**EXHIBIT B
PERMITTED EXCEPTIONS**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.
8. General taxes for the year 2021, which are liens and are not yet due and payable.
Parcel No.: S1422314900
Parcel No.: S1422417300
Parcel No.: S1422131400
Parcel No.: S1422233600
9. Sewer charges and special assessments, if any, for the City of Kuna.
Fax: (208) 922-5989
10. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Boise Kuna/New York Irrigation
Ph: (208) 922-5608
11. Water rights, claims or title to water, whether or not the matters are shown by the public records.
12. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: East half of Northeast quarter of Northwest quarter of Section 22
Recorded: October 6, 1920
Instrument No.: 89990 in Book 147 Deeds at Page 151
13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: West half of Northwest quarter of Northwest quarter of Section 22
Recorded: October 6, 1920
Instrument No.: 89991 in Book 147 Deeds at Page 152

14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: October 19, 1921
Instrument No.: 96213
15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: November 26, 1968
Instrument No.: 704664
16. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: November 26, 1968
Instrument No.: 704665
17. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Robert A. Wolske
Recorded: July 23, 1970
Instrument No.: 747177

Assignment:
Recorded: July 14, 1981
Instrument No.: 8130956

Assignment:
Recorded: April 20, 1999
Instrument No.: 99038484
18. Reservations contained in an instrument
Document: Deed
Dated: March 22, 1997
Executed by: Hans Borbonus, an unmarried man
Recorded: April 2, 1997
Instrument No.: 97025425
As Follows: Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied
19. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: March 27, 2007
Instrument No.: 107043265
20. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
Recorded: January 12, 2004
Instrument No.: 104003213
21. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

Recorded: January 12, 2004
Instrument No.: 104003213

22. Terms, conditions, and provisions of Development Agreement
Between: City of Kuna and M3 Builders, LLC and Falconcrest, LLC
Dated: March 12, 2019
Recorded: November 7, 2019
Instrument No.: 2019-111089



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: Proposed Residential Subdivision

Date of Meeting: April 5, 2021 Time: 6:00 P.M.

Meeting Location: Falcon Crest Golf Club

Site Information

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

Subdivision Name: Falcon Crest Golf Villages Lot _____ Block _____

Address: _____

Parcel No(s): See attached

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: See attached

Address: See attached

Contact Person

Name: Wendy Shrief / JUB

Business Name (if applicable): 2760 W. Excursion Ln Ste 400 Meridian ID

Address: _____

Phone: 208.376.7330 Email: wshriefe@JUB.com

Applicant

Name: Same

Address: _____

Phone: _____ Email: _____

I, Wendy Shrief, 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: Wendy Shrief Date: 4/5/2021

SIGN-IN SHEET

Project Name: Falcon Crest Golf Villages

	Name	Address	Phone
1	DAVE & Nancy Johnson	1400 Cow Horse Dr Kuna	208.412.3554
2	John & Meg Layton	1357 Cow Horse Kuna	208.340.0256
3	B.J. Henningfeld	11893 S. Cloverdale Rd	83634
4	Brian Wilson	6171 Cutting Horse Dr. Kuna, Id	83634
5	BKWBLD@gmail.com		
6	Scott Erickson	6350 Reining Horse Kuna	83634
7			
8			
9	B.J. →	b.j.henningfeld@gmail.com	
10			
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SMC TREE AD. com
 b.j. henningfeld
 @gmail.com

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 4/5/2021 Number of Attendees: 8

Location: Falcon Crest Golf Club

Project Description: Residential Subdivision

Attendee Comments or Concerns: _____

- Concerns regarding traffic
- Concerns regarding impacts on wells in area
- Several comments regarding change in nature of area from rural to urban
- Questions regarding timing of Cloverdale road improvements

I, Wendy Shrief, 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: Wj 020 Date: 5/1/21

Wendy Shrief

From: Sub Name Mail <subnamemail@adacounty.id.gov>
Sent: Wednesday, May 5, 2021 11:59 AM
To: Wendy Shrief
Cc: Rob Kazarinoff
Subject: RE: Falcon Crest Golf Village Subdivision Name Reservation

External Email

May 5, 2021

Robert Kazarinoff, J-U-B Engineers
Wendy Shrief, J-U-B Engineers

RE: Subdivision Name Reservation: **FALCON CREST GOLF VILLAGE SUBDIVISION**

Wendy;

Per our conversation on 5/5/2021, the name **Falcon Crest Golf Village Subdivision** may be used for your preliminary plat, with the understanding that this project is entirely located within the scope of the previously reserved Falcon Crest Subdivision.

It is our requirement that the Falcon Crest Golf Village Subdivision will adjoin the boundary of a recorded phase of the Falcon Crest development at the time this plat is submitted to our office for review and recording.

This reservation is available for the project as long as it is in the approval process, and is subject to the terms of reservation for the Falcon Crest Subdivision, and the requirements of Idaho Code 50-1307.

Sincerely,



Glen Smallwood
Surveying Technician
Ada County Development Services
 200 W. Front St., Boise, ID 83702
 (208) 287-7926 office
 (208) 287-7909 fax



J-U-B ENGINEERS, INC.
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Suite 400
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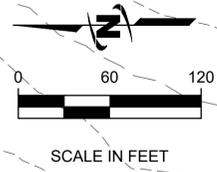
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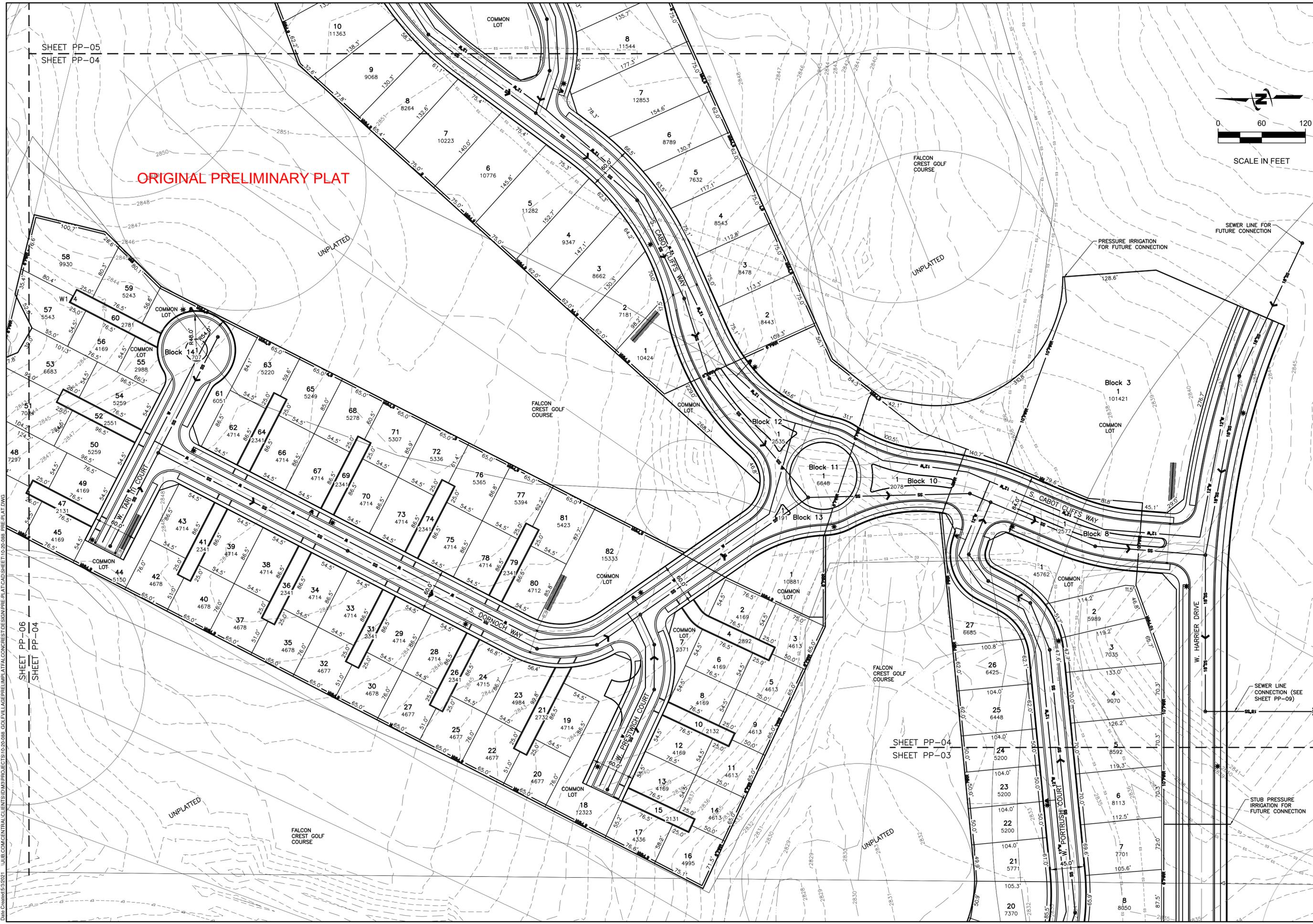
FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO
EXISTING AND PROPOSED CONDITIONS

FILE: 10-20-088_PRE-PLAT
JUB PROJ. #: 10-20-088
DRAWN BY: _____
DESIGN BY: _____
CHECKED BY: _____
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 5/3/2021
SHEET NUMBER:
PP-04

SHEET PP-05
SHEET PP-04



ORIGINAL PRELIMINARY PLAT



Plot Date: 5/3/2021 11:52 AM Plotted By: Everett Emswiler
Date Created: 5/3/2021 JUB\COMMON\CLIENTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\FALCONCREST\DESIGN\PRE-PLAT\CA\10-20-088_PRE-PLAT.DWG



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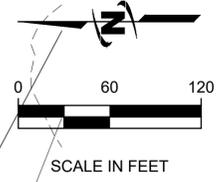
NO.	DESCRIPTION	BY	DATE

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO
EXISTING AND PROPOSED CONDITIONS

FILE: 10-20-088_PRE-PLAT
JOB PROJ. #: 10-20-088
DRAWN BY: ---
DESIGN BY: ---
CHECKED BY: ---

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AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-05



SHEET PP-08
SHEET PP-07

SHEET PP-08
SHEET PP-05

SHEET PP-07
SHEET PP-06

SHEET PP-05
SHEET PP-04

Plot Date: 5/3/2021 11:50 AM Plotted By: Everett Emmert
Date Created: 5/3/2021 JUB\COMMON\DRAWING\CLIENTS\ID\MR\PROJECTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\FALCON CREST\DESIGN\PRE-PLAT\AS\10-20-088_PRE-PLAT.DWG



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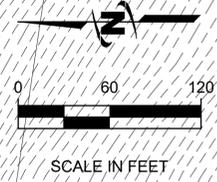
NO.	REVISION	DESCRIPTION	BY	APPR.	DATE

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

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JUB PROJ. #: 10-20-088
DRAWN BY: ---
DESIGN BY: ---
CHECKED BY: ---
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 5/3/2021
SHEET NUMBER:
PP-07

SHEET PP-08
SHEET PP-07



ORIGINAL PRELIMINARY PLAT

SHEET PP-08
SHEET PP-05

PIPE DITCH

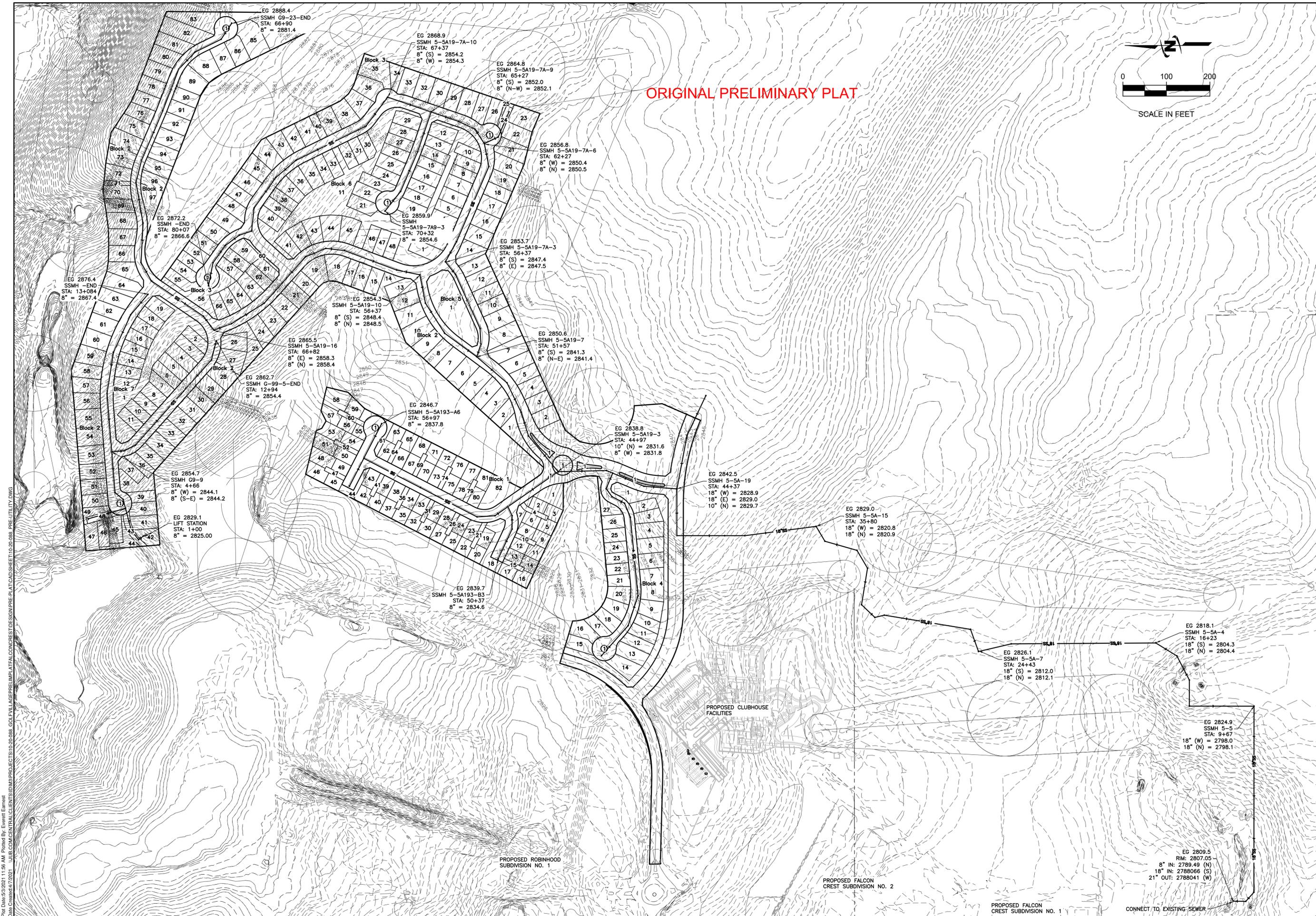
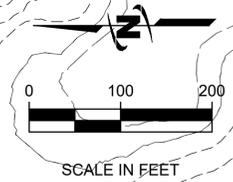
COMMON LOT



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KUNA, IDAHO

UTILITY PLAN

FILE: 10-20-088- PRE-UTILITY
JUB PROJ. #: 10-20-088
DRAWN BY: ...
DESIGN BY: ...
CHECKED BY: ...

ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY.
LAST UPDATED: 5/3/2021

SHEET NUMBER:
PP-09

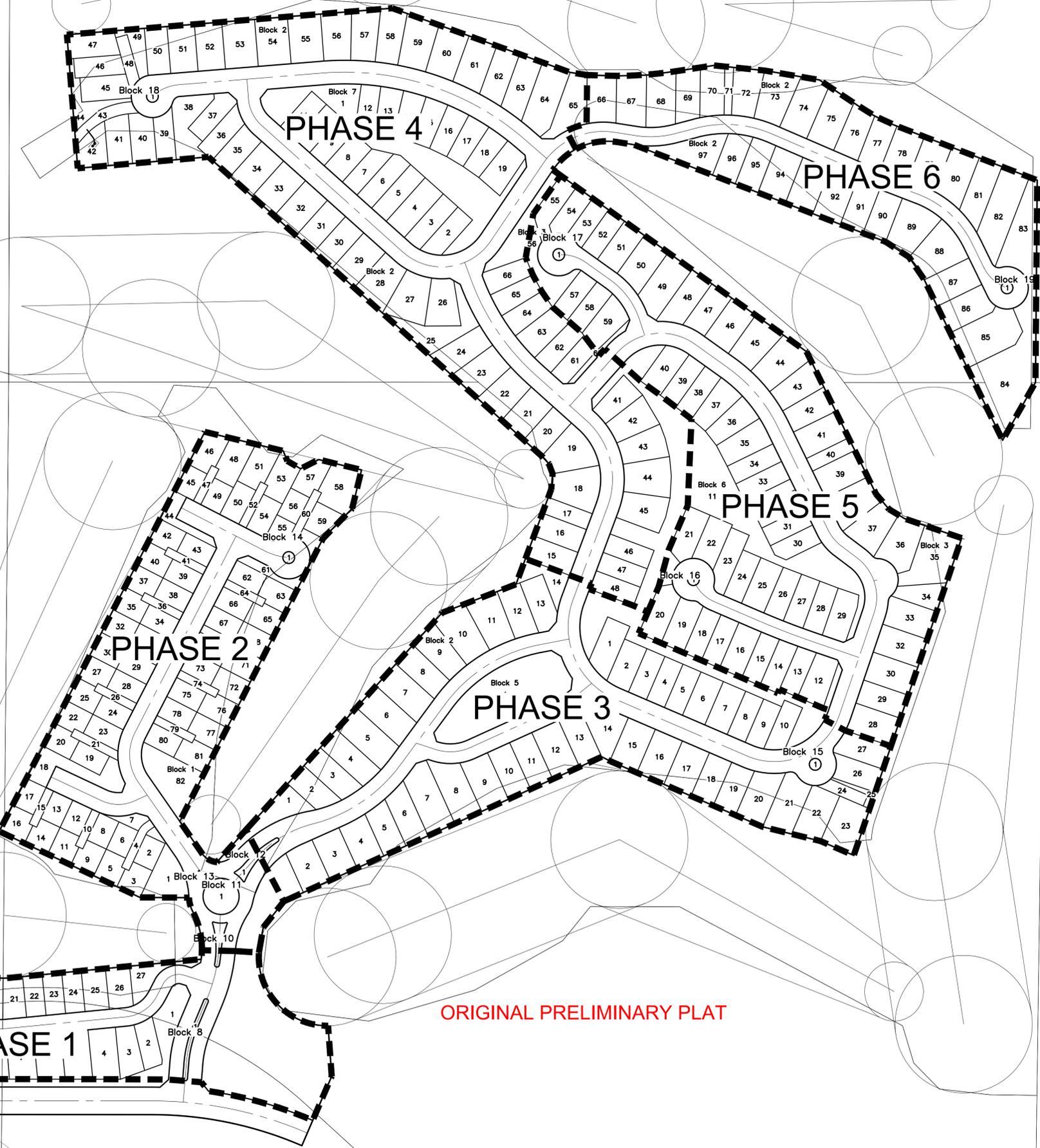
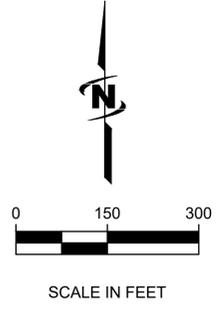
Plot Date: 5/3/2021 11:56 AM Plotted By: Everett Earmel
Date Created: 4/7/2021 JUB\COMDCENTRAL\CLIENTS\10-20-088 GOLF VILLAGE PRELIM PLAT\FALCON CREST SUBDIVISION PRE-UTILITY.DWG



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ORIGINAL PRELIMINARY PLAT



ORIGINAL PRELIMINARY PLAT

Plot Date: 5/3/2021 12:00 PM Plotted By: Ewren Eames
Date Created: 5/3/2021 JUB\COM\CENTRAL\CLIENTS\IDMP\PROJECTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\FALCON CREST\DESIGN\PRE-PLAT\CA\10-20-088_PRE-PLAT.DWG

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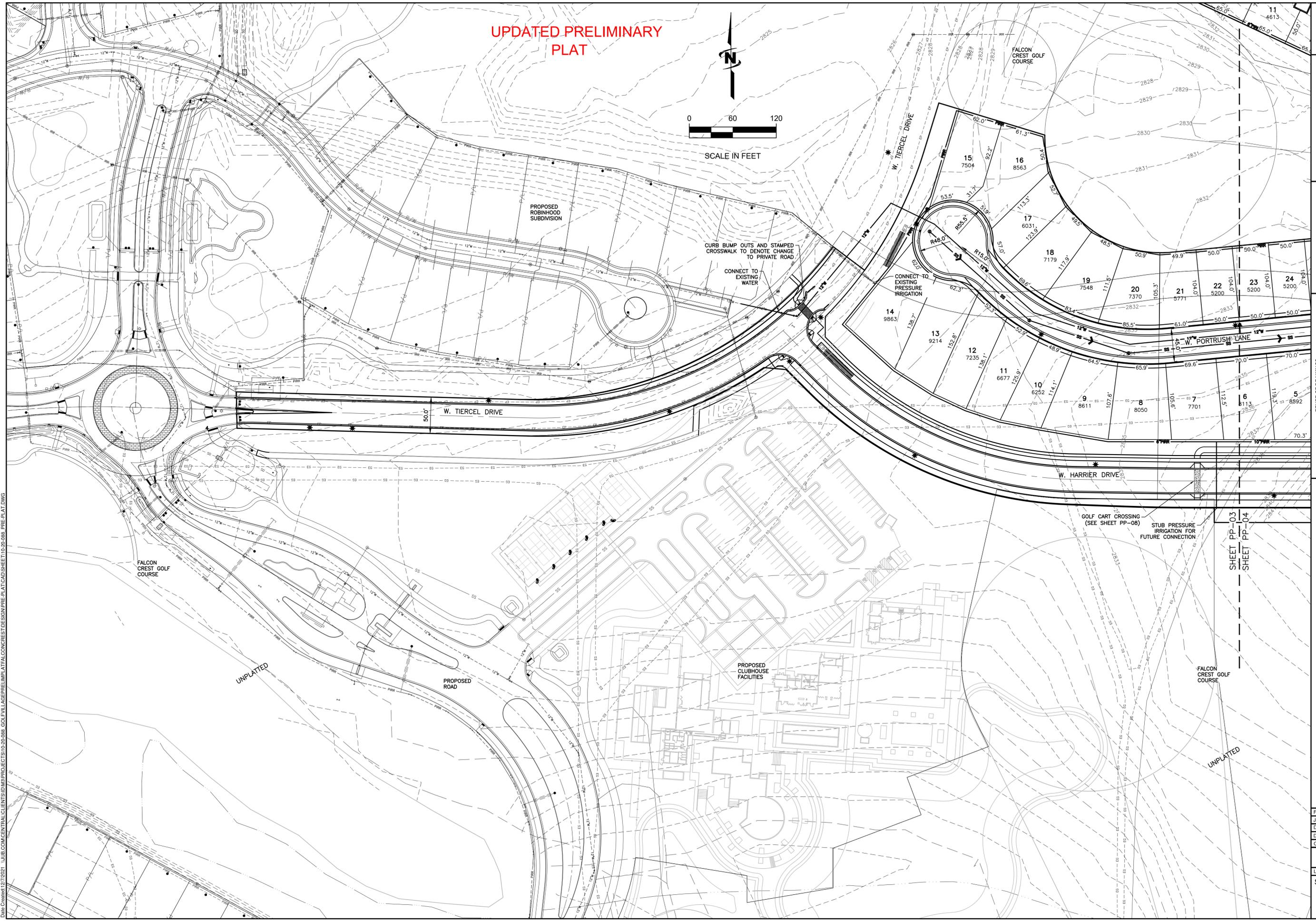
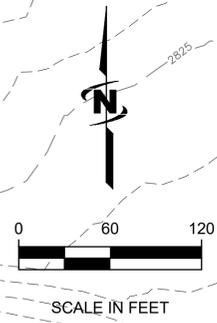
PHASING PLAN

FILE: 10-20-088_PRE-PLAT
JUB PROJ. #: 10-20-088
DRAWN BY: ---
DESIGN BY: ---
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SHEET NUMBER:
PP-10

UPDATED PRELIMINARY PLAT



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KUNA, IDAHO
EXISTING AND PROPOSED CONDITIONS

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JUB PROJ. #: 10-20-088
DRAWN BY: ---
DESIGN BY: ---
CHECKED BY: ---
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 12/8/2021
SHEET NUMBER:
PP-03

Plot Date: 12/8/2021 11:56 AM Plotted By: Everett Estimote Date Created: 12/7/2021 JUB.COM\CENTRAL\CALIENTS\ID\MSP\PROJECTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\FALCONCREST\DESIGN\PRE-PLAT\CA\10-20-088_PRE-PLAT.DWG



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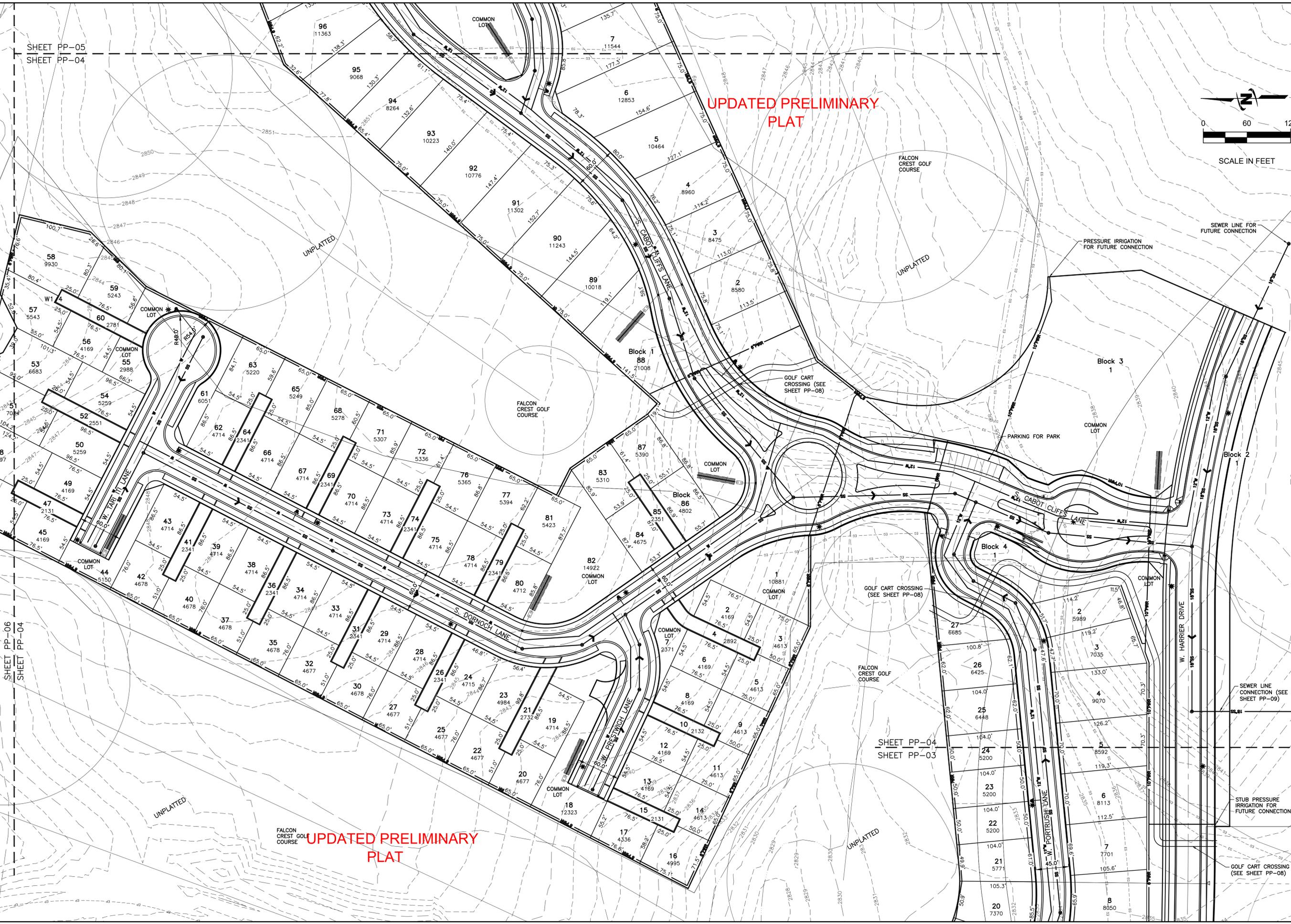
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LAST UPDATED: 12/7/2021
SHEET NUMBER:
PP-04

SHEET PP-05
SHEET PP-04



Plot Date: 12/7/2021 2:49 PM Plotted By: Everett Emswiler
Date Created: 12/7/2021 JUB\COMMON\CLIENTS\IDMP\PROJECTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\FALCON CREST\DESIGN\PRE-PLAT\CA\10-20-088_PRE-PLAT.DWG



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REUSE OF DRAWINGS

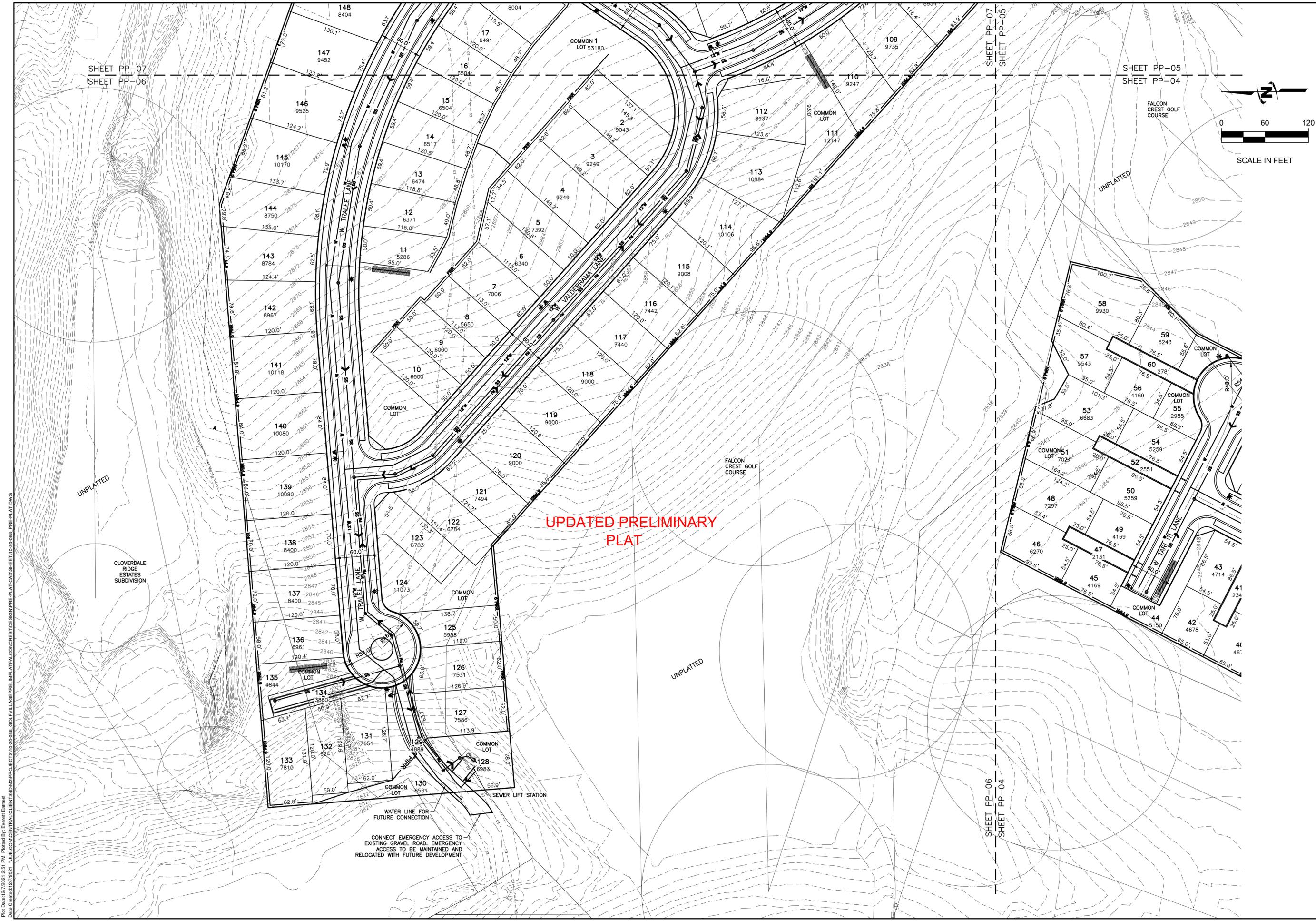
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KUNA, IDAHO

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JUB PROJ. #: 10-20-088
DRAWN BY: ---
DESIGN BY: ---
CHECKED BY: ---
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 12/7/2021
SHEET NUMBER:
PP-06



Plot Date: 12/20/21 2:51 PM Plotted By: Ewren Earmel
Date Created: 12/7/2021 JUB\COMMON\CLIENTS\ID\MSP\PROJECTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\FALCON CREST\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



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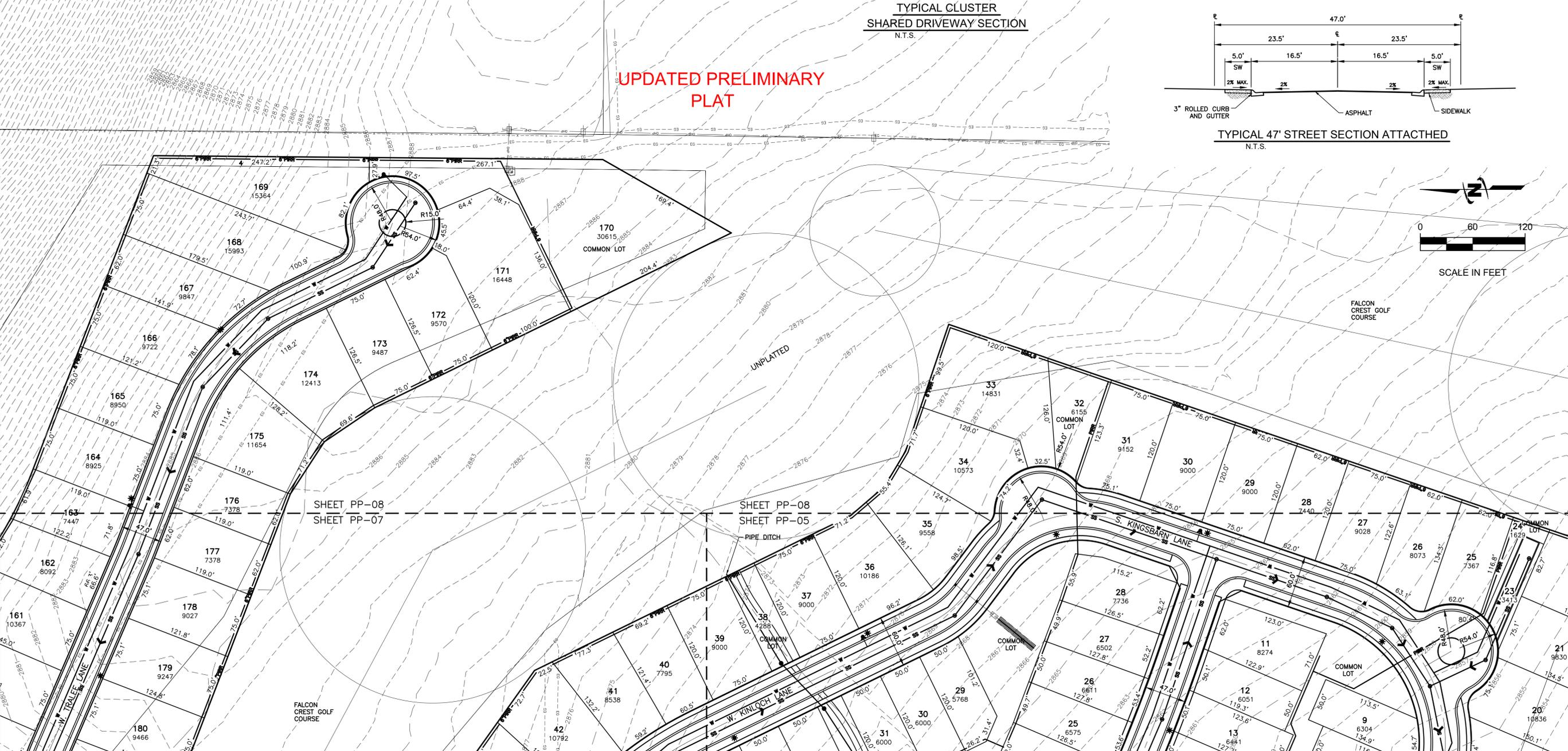
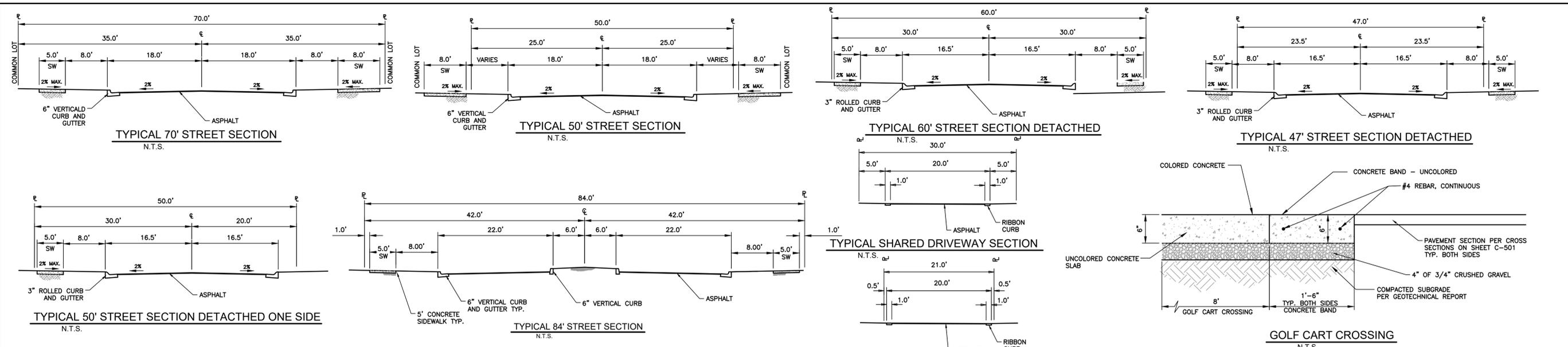
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NO.	REVISION	DESCRIPTION	BY	DATE

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO

EXISTING AND PROPOSED CONDITIONS

FILE: 10-20-088_PRE-PLAT
JUB PROJ. #: 10-20-088
DRAWN BY: ...
DESIGN BY: ...
CHECKED BY: ...
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 12/7/2021
SHEET NUMBER:
PP-08

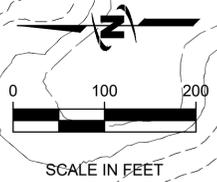


Plot Date: 12/20/21 2:52 PM Plotted By: Everett Earmest
Date Created: 12/7/2021 JUB\COMMON\CLIENTS\IDMP\PROJECTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\FALCON CREST\DESIGN\PRE-PLAT\CA\DWG SHEET 10-20-088_PRE-PLAT.DWG

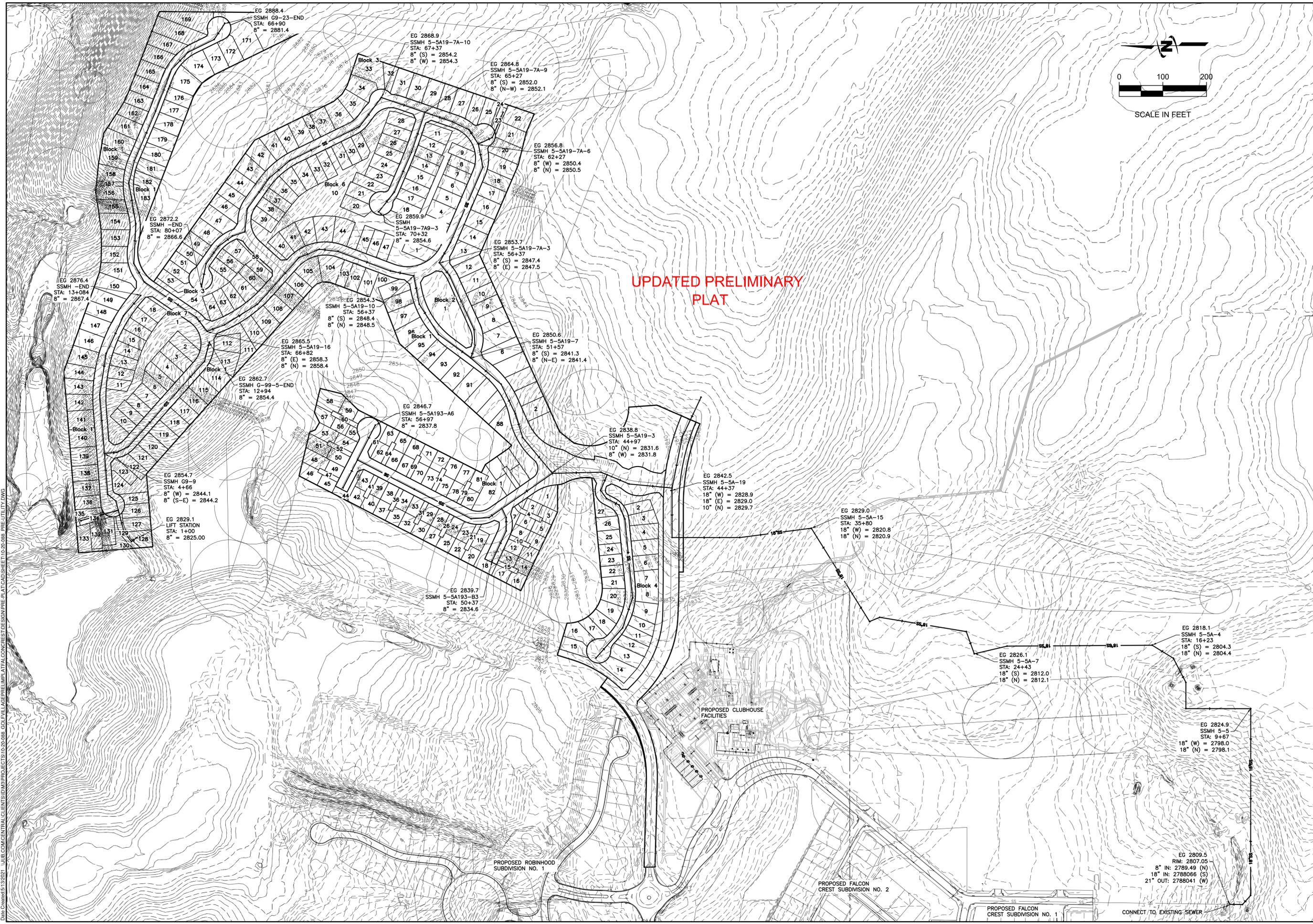


J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
2760 W. Excursion Ln.
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Meridian, ID 83642
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UPDATED PRELIMINARY PLAT



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NO.	REVISION	DESCRIPTION	BY	APPR.	DATE

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO
UTILITY PLAN

FILE: 10-20-088- PRE-UTILITY
 JUB PROJ. #: 10-20-088
 DRAWN BY: _____
 DESIGN BY: _____
 CHECKED BY: _____

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 5/13/2021

SHEET NUMBER:
PP-09

Plot Date: 12/20/21 2:54 PM Plotted By: Everett Emswiler
Date Created: 12/20/21 JUB: C:\CENTRAL\CLIENTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\CAD\SHEET 10-20-088 PRE-UTILITY.DWG



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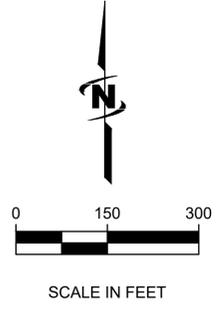
NO.	REVISION	DESCRIPTION	BY	APPR.	DATE

FALCON CREST GOLF VILLAGE SUBDIVISION
KUNA, IDAHO
PHASING PLAN

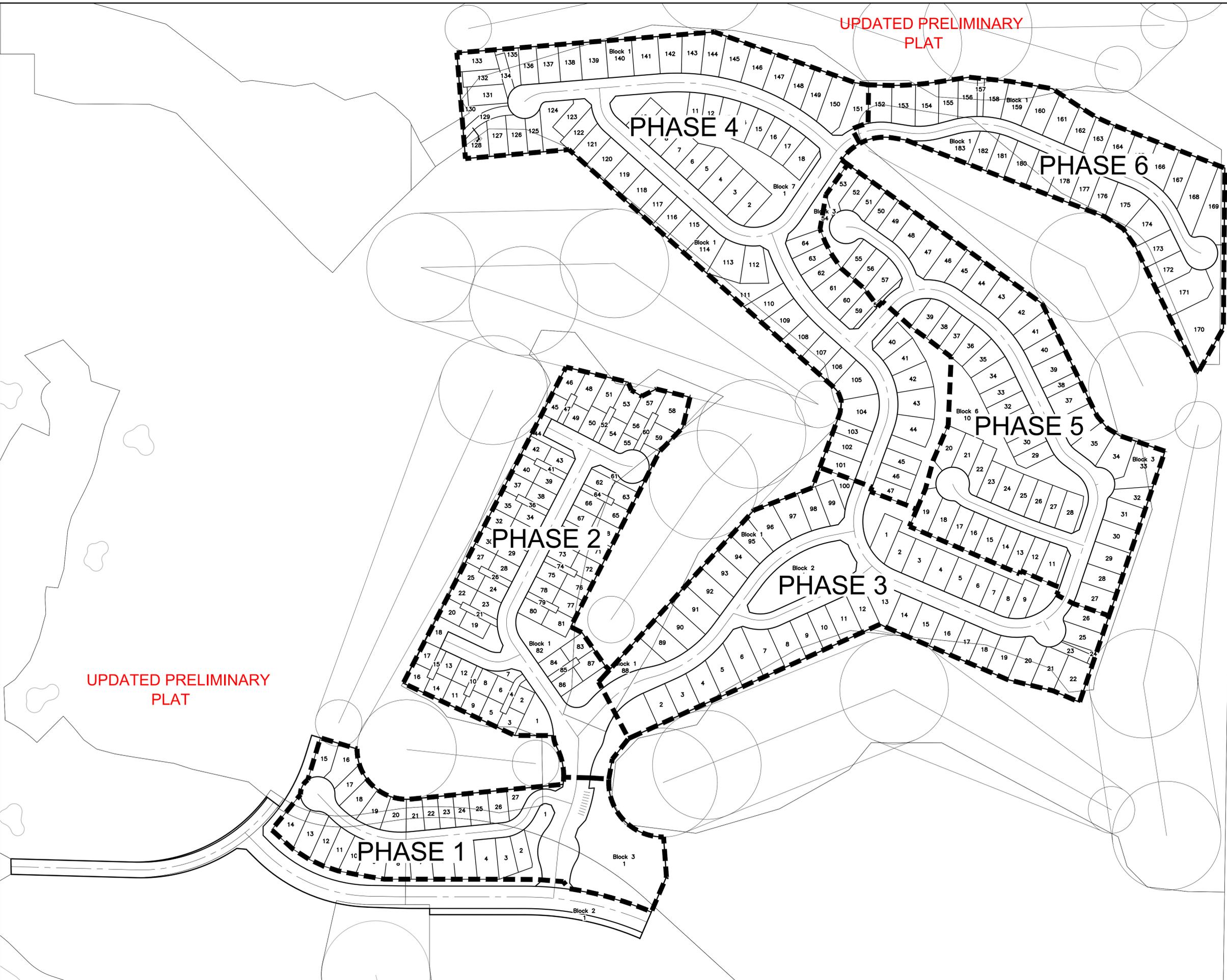
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JUB PROJ. #: 10-20-088
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DESIGN BY: ---
CHECKED BY: ---
ONE INCH
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 12/7/2021
SHEET NUMBER:
PP-10

UPDATED PRELIMINARY
PLAT

UPDATED PRELIMINARY
PLAT



Plot Date: 12/7/2021 2:56 PM Plotted By: Everett Earmel
Date Created: 12/7/2021 JUB\COM\CENTRAL\CALC\CLIENTS\IDMP\PROJECTS\10-20-088_GOLF VILLAGE\PRELIM\PLAT\FALCON\CONCRETE\DESIGN\PRE-PLAT\CAD\SHEET\10-20-088_PRE-PLAT.DWG



After Recording Return To:

Robert D. Burton
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
email: rburton@winstead.com

VALOR
TRACT DECLARATION
[RESIDENTIAL]

City of Kuna, County of Ada, State of Idaho

Declarant: M3 ID VALOR GOLF VILLAS, LLC, an Arizona limited liability company

NOTE: NO PORTION OF THE ANNEXABLE LAND DESCRIBED ON EXHIBIT "A" OF THE COVENANT (DEFINED HEREIN) IS SUBJECT TO THE TERMS OF THIS TRACT DECLARATION UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE ANNEXABLE LAND IS RECORDED IN THE OFFICIAL RECORDS OF ADA COUNTY, IDAHO, IN ACCORDANCE WITH *SECTION 10.04* BELOW.

Cross reference to that certain Valor Maintenance Covenant, recorded as Document No. _____ in the Official Records of Ada County, Idaho.

**VALOR
TRACT DECLARATION
[RESIDENTIAL]**

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VALOR
TRACT DECLARATION
[RESIDENTIAL]

This Valor Tract Declaration [*Residential*] (the “**Tract Declaration**”) is made by **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company (the “**Declarant**”), and is as follows:

RECITALS

A. **M3 ID FALCON CREST, LLC**, an Arizona limited liability company (the “**VMC Declarant**”), previously Recorded that certain Valor Maintenance Covenant, recorded as Document No. _____ in the Official Records of Ada County, Idaho (the “**Covenant**”). The VMC Declarant executes this Tract Declaration to evidence its consent to the terms and provisions herein.

B. Pursuant to the Covenant, the VMC Declarant served notice that portions of the Annexable Land may be made subject to one or more Tract Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 12.05* of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Annexable Land described therein will constitute a Tract and will be governed by and fully subject to the Tract Declaration in addition to the Covenant.

C. Upon the further Recording of one or more Notices of Applicability, portions of the Annexable Land identified in such notice or notices will be subject to the terms and provisions of this Tract Declaration. The Annexable Land made subject to the terms and provisions of this Tract Declaration will be referred to herein as the “**Tract.**”

A Tract is a portion of Valor which is subject to the terms and provisions of the Covenant. A Tract Declaration includes specific restrictions which apply to the Tract, in addition to the terms and provisions of the Covenant.

NOW, THEREFORE, it is hereby declared that: (i) all of the Tract will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Tract and will be binding upon all parties having right, title, or interest in or to such portions of the Tract, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) each contract or deed conveying the Tract which is made subject to this Tract Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) this Tract Declaration

VALOR
TRACT DECLARATION
[RESIDENTIAL]

will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1 DEFINITIONS

Any capitalized terms used but not defined in this Tract Declaration will have the meanings given to such terms in the Covenant. Unless the context otherwise specifies or requires, the following words and phrases when used in this Tract Declaration will have the meanings hereinafter specified:

“Articles” means the Articles of Incorporation of the Association, filed with the Secretary of State for the State of Idaho, as the same may be amended from time to time.

“Assessment” or **“Assessments”** means assessments levied by the Association under this Tract Declaration.

“Assessment Unit” has the meaning set forth in *Section 6.09(b)*.

“Association” means the Valor Community Association, Inc., an Idaho nonprofit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Tract Declaration. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Tract Declaration, the Articles, the Bylaws, and Applicable Law.

“Benefited Common Area” means any interest in real property or improvements which is designated by Declarant in a Notice of Applicability Recorded pursuant to *Section 10.04* and in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Benefited Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Benefited Common Area Assessments attributable thereto, to one or more, but less than all of the Lots or Owners, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability or other written notice will identify the Lots or Owners assigned to such Benefited Common Area and further indicate whether the Benefited Common Area is assigned to such parties for the purpose of exclusive use and the payment of Benefited Common Area Assessments, or only for the purpose of paying Benefited Common Area Assessments attributable thereto. By way of illustration and not limitation, Benefited Common Area may include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

“Benefited Common Area Expenses” means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Benefited Common Area, which may include a reasonable reserve for capital repairs and replacements.

“Board” means the Board of Directors of the Association.

“Bulk Rate Contract” or “Bulk Rate Contracts” means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, “broadband” services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Tract.

“Bylaws” means the bylaws of the Association, which may be initially adopted by Declarant or the Board of the Association as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time, by the Declarant until expiration or termination of the Development Period. During the Development Period, Declarant must approve any amendment to the Bylaws. After the Development Period, a Majority of the Board may amend the Bylaws.

“Common Area” means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. No portion of the Tract may be designated as Common Area or otherwise conveyed or transferred to the Association without the advance written consent of Declarant during the Development Period, and thereafter a Majority of the Board. If requested by the Declarant, the Association will execute any instrument or document required by any applicable governmental authority to evidence the Association’s acceptance of all or any portion of the Tract for maintenance. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Tract being held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Tract identified therein will be considered Common Area for the purpose of this Tract Declaration. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

“Community Manual” means the community manual, which may be initially adopted by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Articles, the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended or supplemented, from

time to time, by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

“Community Systems” means any and all irrigation systems, cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennas, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by the Declarant pursuant to any grant of easement or authority by the Declarant within the Subject Property and/or the Tract.

“Declarant” means M3 ID VALOR GOLF VILLAS, LLC, an Arizona limited liability company, its successors or assigns. Notwithstanding any provision in this Tract Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Tract Declaration to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant’s privileges, exemptions, rights and duties under this Tract Declaration.

“Development Period” means the period of time beginning on the date when this Tract Declaration has been Recorded, and ending fifty (50) years thereafter, unless earlier terminated by a Recorded instrument executed by the Declarant. The Development Period is for a term of years and does not require that Declarant own any portion of the Subject Property or Annexable Land.

“Documents” means, singularly or collectively, as the case may be, this Tract Declaration, the Covenant, any applicable Notice of Applicability, Design Guidelines, and the Club Documents, as each may be amended and/or supplemented from time to time, as well as the Articles, the Bylaws, the Community Manual and any Rules and Board resolutions promulgated by VMC pursuant to the Covenant and/or the Association pursuant to this Tract Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document. See Table 1 at the end of this Article for a summary of the Documents.

“VMC” means the Valor Maintenance Corporation, an Idaho nonprofit corporation.

“VMC Assessments” means any assessment levied by VMC, pursuant to the Covenant or other Applicable Law.

“VMC Board” means the Board of Directors of VMC.

“Lot” means any portion of the Tract designated by Declarant in a Recorded instrument or as shown as a subdivided Lot on a Plat other than Common Area or Benefited Common Area.

“Manager” has the meaning set forth in *Section 3.08(h)*.

“Members” means every person or entity that holds membership privileges in the Association.

“Mortgage” or **“Mortgages”** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

“Mortgagee” or **“Mortgagees”** means the holder(s) of any Mortgage(s).

“Occupant” means a resident, occupant, tenant, or other similar non-Owner of a Lot.

“Owner” means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot and in no event shall mean any Occupant. Mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.

“Plat” means a Recorded subdivision plat of any portion of the Tract, and any amendments thereto.

“Representative System of Voting” means the method of voting which may be established by Declarant pursuant to *Section 3.06* below.

“Residential Developer” refers to any Owner who acquires raw land, one or more Lots, or any portion of the Tract for the purpose of resale to a Homebuilder.

“Rules” means any instrument, however denominated, which the Declarant may adopt as part of the Community Manual, or the Board may subsequently adopt for the regulation and management of the Tract, including any amendments to those instruments. Until expiration or termination of the Development Period, the Declarant must approve any amendment to the Rules.

“Service Area” means a group of Lots designated as a separate Service Area pursuant to this Tract Declaration for purpose of receiving benefits or services from the Association which are not provided to all Lots. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 3.15*.

“Service Area Expenses” means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a designated Service Area, which may include a reasonable reserve for capital repairs and replacements.

“Tract” refers to all or any portion of the Subject Property made subject to this Tract Declaration by the Recording of a Notice of Applicability.

“Village” has the meaning set forth in *Section 3.02*.

“Village Delegate” means the representative elected by the Owners of Lots in each Village pursuant to the Representative System of Voting (as further defined herein) which may be established by the Declarant to cast the votes of all Lots in the Village on all matters requiring a vote of the Members, except for the following situations in which this Tract Declaration specifically requires Members to cast their vote individually: (i) changes to the term of this Tract Declaration as described in *Section 8.01*; (ii) amendments to this Tract Declaration as described in *Section 8.03*; and (iii) initiation of any judicial or administrative proceeding as described in *Section 8.05*. Notwithstanding the foregoing, the Documents may set forth additional circumstances in which the Members are required to cast their vote individually, and voting by Village Delegates is prohibited.

“Voting Group” has the meaning set forth in *Section 3.07* below.

TABLE 1: DOCUMENTS	
Tract Declaration (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of the Tract.
Notice of Applicability (Recorded)	Describes the portion of the Subject Property being made subject to the terms and provisions of this Tract Declaration (the Tract).
Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of the Subject Property.
Articles of Incorporation (filed with Secretary of State for the State of Idaho and included in Community Manual)	Establishes the Association as a nonprofit corporation under Idaho law.
Bylaws (included in Community Manual)	Governs the Association’s internal affairs, such as elections, meetings, etc.
Community Manual (adopted by Declarant)	Establishes rules and policies governing the Association.

ARTICLE 2 CONSTRUCTION & USE RESTRICTIONS

All of the Tract will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Approval Required by Valor Reviewer. PURSUANT TO THE COVENANT, ALL "IMPROVEMENTS" (AS DEFINED IN THE COVENANT) MUST BE APPROVED IN ADVANCE AND IN WRITING BY THE VALOR REVIEWER. NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE TRACT OR ANY LOT UNTIL SUCH APPROVAL IS OBTAINED PURSUANT TO THE COVENANT.

2.02 Variance. The Tract is subject to the restrictions contained in this Tract Declaration, and subject to the Rules. The Declarant may grant a variance or waiver of a restriction or Rule during the Development Period. After expiration or termination of the Development Period, the Board may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by the Declarant and/or a Majority of the Board, as applicable. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

2.03 Use Restrictions. The Tract shall be used solely for single-family residential purposes. The Tract may not be used for any other purposes without the prior written consent of the Declarant during the Development Period, which consent may be withheld by the Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Tract, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Subject Property, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Subject Property; (v) the business does not, as determined by a Majority of the VMC Board, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subject Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Tract and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subject Property as may be determined by a Majority of the VMC Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity

undertaken on an ongoing basis which involves the provision of goods or services to persons other than an Owner or Occupant and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

2.04 Rentals. “Lease”, “Leasing”, and “Leased” shall refer to the occupancy of a Lot by a person other than the Owner, for which the Owner receives any consideration or benefit. Any Lot that is Leased shall be leased only in its entirety; separate rooms, floors or other areas within a Lot may not be separately Leased. Subleasing of Lots or the assignment of a Lease is prohibited without Declarant’s written approval. All Leases of Lots must be for a minimum term of not less than six (6) months, unless otherwise approved in advance and in writing by the Declarant. No Lot may be rented for transient or hotel purposes. Notwithstanding the foregoing, the Declarant may permit a Lot to be Leased for a term of less than six (6) months, may permit renting or Leasing of a Lot for transient or hotel purposes, and may adopt additional rules and regulations related to such Leases. All Leases shall be in writing and shall disclose that the tenants and all Occupants of the Lot are bound by and obligated to comply with the Documents and any rules associated with Leasing adopted from time to time by the Declarant. The Owner of the Lot shall notify the Declarant in writing of any Lease and provide any additional information the Declarant may require. Notwithstanding any term or provision herein to the contrary, Declarant may also permit the Leasing or occupancy of Lots for less than six (6) months and for transient or hotel purposes in conjunction with the sale and marketing of the Lots and/or use of the Social Club or Golf Club.

2.05 Trash Containers. Unless it is within twelve (12) hours before or after the designated trash and recycling pickup time, trash containers and recycling bins must be stored inside the garage of the single-family residence constructed on the Lot or in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot. The Board shall have the right to specify additional locations on each Owner’s Lot in which trash containers or recycling bins must be stored.

2.06 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, all commercial vehicles, including passenger automobiles or pick-up trucks with commercial signage or other commercial advertising displayed thereon, other commercial vans, delivery trucks or other commercial vehicles, and all recreational vehicles and equipment, including inoperable vehicles, trailers, graders, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, machinery and garden maintenance equipment, must be kept at all times except when in actual use, concealed in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing (other than minor emergency repairs), except in enclosed garages or other structures; provided however,

that non-commercial passenger automobiles and passenger pick-up trucks may be parked in the driveway of a Lot. Commercial delivery vehicles are permitted for the period of time reasonably necessary to make deliveries to a Lot. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be kept at all times within a fenced yard or otherwise appropriately concealed or screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Tract except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Tract. Motorcycles shall be operated in a quiet manner. Recreational vehicles, including but not limited to boats, trailers and motor homes, may be temporarily loaded and unloaded in the Tract for a time period not to exceed twenty-four (24) hours. Any vehicle or other equipment stored, parked, or maintained in violation of this *Section 2.06* shall be subject to towing or removal at the sole cost and expense of the owner of the vehicle or equipment (or, if the owner of the vehicle or equipment is a guest, invitee or licensee of an Owner, then at the sole cost and expense of such Owner). Any expense incurred by the Association in connection with towing or removal shall be paid to the Association upon demand by the owner of the vehicle or equipment or, if applicable, the Owner. If the vehicle or equipment is the property of an Owner or an Owner's guest, invitee or licensee, any cost or expense incurred by the Association to effect towing or removal may be assessed, collected and enforced by the Association in the same manner as Assessments. Mobile homes are prohibited. Notwithstanding any term or provision herein to the contrary and subject to *Section 2.06* of the Covenant, golf carts are permitted.

2.07 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on a Lot (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than three (3) cats and dogs in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic household pets will be allowed on the Tract other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas within the Tract. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on a Lot, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No

pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Tract.

2.08 Garages. Garages shall be used only for the parking of vehicles and shall not be permanently enclosed or be used or converted for living or recreational activities. Notwithstanding the foregoing, garages may be used for the storage of material so long as the storage of material does not restrict the use of the garage for the parking of motor vehicles.

2.09 Antennas.

(a) Prohibited Antennas; Permitted Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed on a Lot without the prior written approval of the Valor Reviewer; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, is one meter or less in diameter; or
- (ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, is one meter or less in diameter or diagonal measurement; or
- (iii) an antenna is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the “**Permitted Antennas**”) will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Valor Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant during the Development Period and the VMC Board thereafter, will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Annexable Land or Subject Property.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Benefited Common Area, or any other portion of the Subject Property. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Subject Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Valor Reviewer are as follows:

- (i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then
- (ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Valor Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

2.10 Signs. Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Valor Reviewer, except for:

- (i) signs which are permitted pursuant to the Design Guidelines or Rules;
- (ii) signs installed by the Declarant or installed with the advance written consent of the Declarant;
- (iii) one (1) "For Sale" sign and sign rider placed on the Lot, subject to approval by the Valor Reviewer. The design and content of the sign and sign rider must be approved by the Valor Reviewer. The Valor Reviewer may require the use of a specific sign and sign rider, which must be obtained from the Valor Reviewer for placement on the Lot. The sign must be removed within two (2) business days following the sale of the Lot;
- (iv) one small security service sign per Lot, provided that the sign has a maximum face area of two square feet (2' x 1') and is located no

more than five feet (5') from the front elevation of the principal residence constructed upon the Lot;

- (v) a “no soliciting” and “security warning” sign near or on the front door to their residence, provided, that the sign may not exceed twenty-five square inches (5" x 5"); and
- (vi) signs or permits as may be required by Applicable Law, a governmental entity, or legal proceedings.

2.11 Solar Energy Device. A Solar Energy Device may be installed with the advance written approval of the Valor Reviewer. A “**Solar Energy Device**” means a system or series of mechanisms designed primarily to provide heating, to provide cooling, to produce electrical power, to produce mechanical power, to provide solar daylighting or to provide any combination of the foregoing by means of collecting and transferring solar generated energy into such uses either by active or passive means, and may also have the capability of storing such energy for future utilization; and provided that passive systems shall clearly be designed as a Solar Energy Device such as a trombe wall and not merely a part of a normal structure such as a window.

(a) Application. To obtain the Valor Reviewer approval of a Solar Energy Device, the Owner shall provide the Valor Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the “**Solar Application**”). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 9* of the Covenant.

(b) Approval Process. The Valor Reviewer will review the Solar Application in accordance with the terms and the provisions of *Article 9* of the Covenant; provided, however, that nothing herein should be construed to effectively prohibit the installation of the Solar Energy Device.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Valor Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

- (i) The Solar Energy Device must be located on the roof of the residence located on the Owner’s Lot, entirely within a fenced area of the Owner’s Lot, or entirely within a fenced patio located on the Owner’s Lot.

- (ii) If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.
- (iii) If the Solar Energy Device will be located on the roof of the principal residence located on the Owner's Lot, then unless otherwise approved in writing by the Valor Reviewer: (A) the Solar Energy Device is oriented to the south or within forty-five (45) degrees east or west of due south; (B) the Solar Energy Device may not extend higher than or beyond the roofline; (C) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (D) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be bronze or black.

2.12 Flags. The advance written consent of the Valor Reviewer is required prior to installing any flagpole.

2.13 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed within or upon the Tract, without the prior written approval of the Valor Reviewer. Sales and construction trailers or other temporary structures associated with the sale and/or construction of residences and Improvements associated therewith are permitted if approved in advance by the Declarant.

2.14 Compliance with Documents. Each Owner and Occupant of a Lot and their guests and invitees shall comply strictly with the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of the Documents and may result in a fine against the Owner in accordance with *Section 6.14*, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board, the VMC Board, or by an aggrieved Owner. Without limiting any rights or powers of the Association or VMC, the Board and/or the VMC Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association and VMC for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association or VMC, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Tract Declaration and the Covenant for Assessments and may be collected by any means provided in this Tract Declaration and/or the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH

SUCH OWNER AND OCCUPANT SHALL RELEASE AND HOLD HARMLESS THE ASSOCIATION AND VMC AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION OR VMC'S ACTS OR ACTIVITIES UNDER THIS SECTION 2.14 (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION OR VMC'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR VMC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.15 Liability of Owners for Damage to Common Area or Benefited Common Area.

No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or the Benefited Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area, the Benefited Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Occupant, or their guests or invitees. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot.

2.16 Party Wall Fences. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "Party Wall". To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. Party Walls will also be subject to the following:

(a) **Encroachments & Easement.** If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) **Right to Repair.** If the Party Wall is damaged or destroyed from any cause, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of either Lot may repair or rebuild the Party

Wall to its previous condition, and the other Owner or Owners that the wall serves will thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Valor Reviewer in accordance with *Article 9* of the Covenant.

(c) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Records of Ada County, Idaho, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.

(d) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Valor Reviewer.

(e) Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties must submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board will appoint a mediator. If the Dispute is not resolved by mediation, the Dispute will be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board will appoint an arbitrator. The decision of the arbitrator will be binding upon the parties and will be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner

otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Tract Declaration for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.17 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Valor Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Valor Reviewer.

2.18 Hazardous Activities. No activities may be conducted on or within the Tract and no Improvements constructed on any portion of the Tract which, as determined by a Majority of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Tract unless discharged in conjunction with an event approved in advance by the Board. There shall be no open fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Valor Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Tract which creates a fire hazard or otherwise violates Applicable Law. Unless otherwise approved by the Declarant, no portion of the Tract may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.19 Mining and Drilling. No portion of the Tract may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted or approved by the Declarant.

2.20 Noise. No noise which constitutes a nuisance, as determined by a Majority of the Board, shall be permitted to exist or operate upon any portion of the Tract so as to be offensive or detrimental to any other portion of the Subject Property or the Owners or Occupants thereof. However, typical residential equipment installed on a Lot, e.g., heating and

cooling equipment and pool equipment, operating at normal noise levels in accordance with the manufacturer's specifications, as determined by the Board, shall not be deemed a nuisance.

2.21 Rubbish and Debris. As determined by a Majority of the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Tract, and no odors will be permitted to arise therefrom so as to render all or any portion of the Subject Property unsanitary, unsightly, offensive, or detrimental to any other property or the Owners or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity, VMC, or the Association.

2.22 Diseases and Insects. No Owner or Occupant shall permit anything or condition to exist upon any Lot or other property which shall induce, breed or harbor infectious plant diseases or noxious insects.

2.23 Maintenance. Commencing on the date an Owner takes title to such Owner's Lot, the Owners of each Lot shall jointly and separately have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. A Majority of the Board shall determine whether a violation of the maintenance obligations set forth in this *Section 2.23* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing, tree and shrub pruning, landscape irrigation facilities, and maintaining the lawn and garden areas alive, free of weeds, and attractive.
- (iii) Keeping mechanical facilities in working order.
- (iv) Keeping sidewalks and driveways in good condition and repair.
- (v) Repainting of Improvements.
- (vi) Repair of exterior damage, and wear and tear to Improvements.
- (vii) Complying with Applicable Law.

2.24 Street Landscape Area-Owner's Obligation to Maintain Landscaping. Commencing on the date an Owner takes title to such Owner's Lot, each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing,

pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley, if such area (the "**ST Landscape Area**") exists, unless the responsibility for maintaining the ST Landscape Area is undertaken by VMC or the Association in a Recorded written instrument.

2.25 Stormwater Protection Plan. Commencing on the date an Owner takes title to such Owner's Lot, each Owner shall be responsible, at its sole cost and expense, for adhering to State and Federal stormwater runoff protection and prevention requirements that may be applicable to such Owner's Lot and to obtain proper permits as may be required.

ARTICLE 3 VALOR COMMUNITY ASSOCIATION, INC.

3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of an Idaho nonprofit corporation. Neither the Articles nor the Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Tract Declaration.

3.02 Villages. Every Lot will be located within a "Village". A Village may be comprised of any number of Lots and may include Lots of more than one type, as well as Lots that are not contiguous to one another. Each Notice of Applicability may initially assign the portion of the Tract described therein to a specific Village which may then exist (being identified and described in a previously Recorded Notice of Applicability) or may be newly created. Any Lot not assigned to a Village shall constitute a single Village. Declarant may Record an amendment to any previously Recorded Notice of Applicability to designate or change Village boundaries.

3.03 Membership.

(a) **Mandatory Membership.** Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot.

(b) **Easement of Enjoyment – Common Area.** Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and reservations:

- (i) The right of the Association to suspend the Member's right to use the Common Area for such periods of time as determined by the Board for violations of any provisions of the Documents;
- (ii) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;
- (iii) The right of the Declarant, during the Development Period, and the Board thereafter to grant easements or licenses over and across the Common Area;
- (iv) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;
- (v) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and
- (vi) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Benefited Common Area. Each Owner of a Lot which has been assigned use of a Benefited Common Area in a Notice of Applicability, Tract Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Benefited Common Area, and an access easement, if applicable, by and through such Benefited Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot, subject to *Section 3.03(b)* above and subject to the following restrictions and reservations:

- (i) The right of the Declarant, during the Development Period, and the Board thereafter, to cause such Improvements and features to be constructed upon the Benefited Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

- (ii) The right of Declarant during the Development Period to grant additional Lots use rights in and to Benefited Common Area in a subsequently Recorded Notice of Applicability, Tract Declaration or other Recorded instrument;
- (iii) The right of the Association to suspend the Owner's rights to use the Benefited Common Area for any period during which any Assessment against such Owner's Lot remains past due;
- (iv) The right of the Declarant, during the Development Period, and the Board thereafter, to grant easements or licenses over and across the Benefited Common Area;
- (v) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Benefited Common Area to any public agency, authority or utility for any purpose;
- (vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Benefited Common Area and, in furtherance thereof, mortgage the Benefited Common Area;
- (vii) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules regarding the use of the Benefited Common Area and any Improvements thereon; and
- (viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

3.04 Governance. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Tract Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until expiration or termination of the Development Period.** Upon the expiration or termination of the Development Period or earlier, by the Recordation of a termination notice executed by Declarant, Declarant may terminate its right to appoint and remove one (1) or more of the Board members and call for the election of the Board members by the Owners. At

such time as Declarant no longer has the right to appoint and remove any members of the Board, the President of Association will call a meeting of the Owners at which the Owners will elect one (1) Board member for a three (3) year term, one (1) Board member for a two (2) year term, and one (1) Board member for a one (1) year term. Upon expiration of the term of a Board member elected by the Owners as provided herein, his or her successor will be elected by the Owners for a term of two (2) years. A Board member takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

3.05 Voting Rights. The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by *Section 3.04*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Owner Votes. The Owner of each Lot will have one (1) vote for each Lot so owned.

(b) Declarant Votes. In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)*, for every one (1) vote outstanding in favor of any other Owner, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(c) Co-Owner Votes. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event shall the vote for such Lot exceed the total votes to which such Lot is otherwise entitled pursuant to this *Section 3.05(c)*.

3.06 Representative System of Voting. The Representative System of Voting shall only be established if the Declarant first calls for election of a Village Delegate for a particular Village. The Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration of the Development Period by Recorded written instrument.

(a) Election of Initial Village Delegate. In the event that the Declarant chooses to establish a Representational System of Voting, the Owners of Lots within each Village shall elect a Village Delegate and an alternate Village Delegate, in the manner provided below, to cast the votes of all Lots in the Village on matters requiring a

vote of the Members, except where this Tract Declaration specifically requires the Members to cast their votes individually as more particularly described in the definition of "Village Delegate" in *Article 1* of this Tract Declaration. In the event that a quorum is not met to elect a Village Delegate and an alternative Village Delegate by the Owners of Lots within each Village, during the Development Period, Declarant shall have the right to appoint a Village Delegate until the next election is held as provided in *Section 3.06(b)* below. Notwithstanding the foregoing or any provision to the contrary in this Tract Declaration, as provided in *Section 3.04* above, Declarant will be entitled to appoint and remove all members of the Board until expiration or termination of the Development Period.

(b) Term. The Village Delegate and the alternate Village Delegate shall be elected on a biennial basis (once every two years), by electronic or absentee ballot without a meeting of Members, or at a meeting of the Members within each Village where written, electronic, and absentee ballots (or any combination of the foregoing) may also be utilized, as the Board determines. If the Board determines to hold a meeting for the election of the Village Delegate and the alternate Village Delegate, the presence, in person or by absentee or electronic ballot, of Members representing at least ten percent (10%) of the total votes in a Village shall constitute a quorum at such meeting. Notwithstanding the foregoing provision, the Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Village Delegate and alternate Village Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Villages to occur in close proximity to one another; provided, however, that the term of an existing Village Delegate and alternate Village Delegate shall not be extended for more than twelve (12) months.

(c) Election Results. At any Village election, the candidate for each position who receives the greatest number of votes shall be elected to serve as the Village Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Village Delegate. If only one candidate runs for Village Delegate, the Declarant during the Development Period, and a Majority of the Board thereafter, shall have the power to appoint the Village Delegate and an alternate Village Delegate, who need not be the candidate. The Village Delegate and alternate Village Delegate shall serve until his or her successor is elected. If the Village Delegate and/or the alternate Village Delegate resigns, the Declarant during the Development Period, and after expiration or termination of the Development Period, a Majority of the Board, shall appoint a replacement Village Delegate and/or alternate Village Delegate.

(d) Voting by the Village Delegate. The Village Delegate or, in his or her absence, the alternate Village Delegate, attends the Association meetings and casts all

votes allocated to Lots in the Village that he or she represents on any matter as to which such Village Delegate is entitled to vote under this Tract Declaration. A Village Delegate may cast all votes allocated to Lots in the Village in such delegate's discretion and may, but need not, poll the Owners of Lots in the Village which he or she represents prior to voting. Neither the Village Delegate nor the alternative Village Delegate may cast votes allocated to Lots not owned by such Village Delegate in the Village that he or she represents for the purpose of amending this Tract Declaration.

(e) Qualification. Candidates for election as the Village Delegate and alternate Village Delegate from a Village shall be Owners of Lots in the Village, spouses of such Owners, Occupants of the Village, or an entity representative where an Owner is an entity.

(f) Removal. Any Village Delegate or alternate Village Delegate may be removed, with or without cause, upon the vote or written petition of Members holding a Majority of the votes allocated to the Lots in the Village that the Village Delegate represents or by the Declarant, until the expiration or termination of the Development Period. If a Village Delegate is removed in accordance with the foregoing sentence, the alternate Village Delegate shall serve as the Village Delegate unless also removed.

(g) Subordination to the Board; No Simultaneous Positions. Village Delegates shall be subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance. Further, in such event, an Owner may not simultaneously hold the position of Village Delegate and be a member of the Board and a Village Delegate running for the Board shall resign his or her position prior to casting any vote for a member of the Board. Upon such occurrence, the alternate Village Delegate shall serve out the remainder of the term of the resigning Village Delegate, and an alternate Village Delegate shall be appointed by the Declarant during the Development Period, and after expiration or termination of the Development Period, a Majority of the Board.

3.07 Voting Groups. Declarant, during the Development Period, may designate voting groups consisting of one or more Village as determined by the Declarant in its sole and absolute discretion, for the purpose of electing members of the Board (the "**Voting Groups**"). The purpose of Voting Groups is to afford representation on the Board by various portions of the Tract. If Voting Groups are established then each Owner of a Lot shall only vote on the slate of Board candidates assigned to such Owner's Voting Group.

(a) Voting Group Designation. Declarant shall establish Voting Groups, if at all, not later than the expiration or termination of the Development Period or the earlier termination of its right as to the appointment and removal of the Board members by Recording a written instrument identifying the Villages within each Voting Group (the

“**Voting Group Designation**”). The Voting Group Designation will assign the number of members of the Board which the Voting Group is entitled to exclusively elect.

(b) Amendment of Voting Group Designation. The Voting Group Designation may be amended unilaterally by the Declarant at any time prior to expiration or termination of the Development Period or the earlier termination of its right as to the appointment and removal of the Board members. Thereafter, the Board shall have the right to Record or amend such Voting Group Designation upon the vote of a Majority of the Board and approval of Village Delegates representing a Majority of the Villages. Neither Recordation nor amendment of such Voting Group Designation shall constitute an amendment to this Tract Declaration, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph.

(c) Single Voting Group. Until such time as Voting Groups are established, all of the Tract constitutes a single Voting Group for purposes of this *Section 3.07*. After a Voting Group Designation is Recorded, any and all portions of the Tract which are not assigned to a specific Voting Group shall constitute a single Voting Group.

3.08 Powers. The Association will have the powers of an Idaho nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Tract Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such Rules, policies, Bylaws and the Community Manual not in conflict with this Tract Declaration, as it deems proper, covering any and all aspects of the Tract (including the operation, maintenance and preservation thereof) or the Association. Any Rules, and any modifications to existing Rules, or the Bylaws proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. To the extent such Rules expand upon or conflict with the terms of the Covenant or the Rules established by the VMC Board, the proposed Rules must be approved in advance and in writing by the VMC Board.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association’s functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

(d) Assessments. To levy and collect Assessments, as provided in *Article 6* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Occupant, upon any Lot and into any Improvement thereon for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Common Area or Benefited Common Area in enforcing these Documents before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER AND OCCUPANT WILL INDEMNIFY AND HOLD HARMLESS THE DECLARANT, THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.08(e) (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE,**

CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Benefited Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar Improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Documents or by Applicable Law. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.08(g)* must be approved in advance and in writing by the Declarant.

(h) Manager. To retain and pay for the services of a person or firm (the “**Manager**”), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Manager. Each contract entered into between the Association and the Manager will be terminable by the Association without cause upon sixty (60) days written notice to the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE**

DECLARANT, THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Subject Property, Common Area, Benefited Common Area, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Benefited Common Area. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, Benefited Common Area, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Benefited Common Area, and any Improvements thereon.

3.09 Acceptance of Common Area and Benefited Common Area. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by written and Recorded instrument property being held by the Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of the Declarant. Upon the Recording of a designation, the portion of the property identified therein will be

considered Common Area or Benefited Common Area, as applicable, for the purpose of this Tract Declaration and the Association shall have an easement over and across the Common Area or Benefited Common Area necessary or required to discharge the Association's obligations under this Tract Declaration, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Tract, for the Tract and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Benefited Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area or Benefited Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any real property that Declarant originally conveyed to the Association for no payment. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Benefited Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements in the Tract, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Benefited Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.10 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (1) acted in good faith and in a manner he or she reasonably believed to be in, or not

opposed to, the best interests of the Association; or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.11 Insurance. The Board may purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

3.12 Bulk Rate Contracts.

(a) Authority. Without limitation on the generality of the Association powers set out in *Section 3.08*, the Association shall have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers the Board chooses (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. Notwithstanding the foregoing, during the Development Period, the Declarant must approve all Bulk Rate Contracts.

(b) Bulk Rate Contract Charges. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association shall be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Tract Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Tract Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association

and not paid for by such Owner (or Occupant of such Owner's Lot) directly to the applicable service or utility provider. Such notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where the Owner (or Occupant of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service shall be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.13 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or any portion of the Annexable Land owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. The Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.14 Administration of Common Area and Benefited Common Area. The administration of the Common Area and Benefited Common Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or the Benefited Common Area.

3.15 Provision of Benefits and Services to Service Areas.

(a) Designated by Declarant. Declarant, in a Notice of Applicability Recorded pursuant to *Section 10.04* or in any written Recorded notice, may assign Lots to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots in addition to those which the Association generally provides to the Tract. Declarant may unilaterally amend any Notice of Applicability or any written Recorded notice to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots within the Service Area as a Service Area Assessment.

(b) Petitioned by Owners. In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots within such Service Area as a Service Area Assessment.

3.16 Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design or construction of Improvements on a Lot (whether one or more). This *Section 3.16* may not be amended or modified without Declarant's written and acknowledged consent and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of the Recorded amendment instrument.

ARTICLE 4 CLUB PROPERTY

4.01 Mandatory Social Club Sub-Membership. Pursuant to *Section 4.01* of the Covenant, each Owner is a Mandatory Social Club Sub-Member and is responsible for all financial obligations associated therewith, which shall be discharged through Social Club Assessments levied against the Lots by the Social Club Owner in accordance with the Covenant. **EACH OWNER, BY ITS ACCEPTANCE OF A DEED TO A LOT, HEREBY COVENANTS TO COMPLY WITH AND BE BOUND BY THE TERMS OF THE SOCIAL CLUB DOCUMENTS.**

Notwithstanding any term or provision herein to the contrary, as to any Lot owned by Declarant, VMC Declarant, a Homebuilder, or Residential Developer, a Social Club sub-membership will not be required unless a certificate of occupancy has been issued for the residence constructed on the Lot and either of the following conditions are met: (i) the Lot (other than Lots being used as model homes, sales, or development offices) is not being

marketed for sale to third parties; or (ii) the Lot is occupied for residential purposes. For purposes of this *Section 4.01*, a Lot is deemed "occupied" if it is occupied for any duration whatsoever, no matter the length, except for occupancy as a model home or sales or development office in the ordinary course of development and marketing by Declarant, VMC Declarant, a Homebuilder, or Residential Developer.

4.02 Club Disclosures. Each Owner is advised to review *Article 4* of the Covenant, which includes certain rights and obligations pertaining to the Golf Club and the Social Club and establishes easements over and across the Annexable Land and Subject Property, including the Tract, for the benefit of the Golf Club and the Social Club.

ARTICLE 5 INSURANCE AND RESTORATION

5.01 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability, property damage, and pollution insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance. During the Development Period, Declarant reserves the right to satisfy the insurance obligations of the Association with a master insurance program controlled by Declarant.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot or any Improvements or personal property located on a Lot.

5.02 Restoration. In the event of any fire or other casualty, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or

delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in this Tract Declaration for Assessments and may be collected by any means provided in this Tract Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE DECLARANT, THE ASSOCIATION AND THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 5.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE DECLARANT AND/OR THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

5.03 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement or clean-up and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement or clean-up, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 6 COVENANT FOR ASSESSMENTS

6.01 Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied against each Lot in amounts determined pursuant to *Section 6.09* below.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and upon recordation of this Tract Declaration will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements, unless otherwise set forth in *Section 6.12* below. The Association may enforce payment of such Assessments in accordance with the provisions of this Article and Applicable Law.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. Any subsidy and the characterization thereof will be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years. Unless otherwise approved by the Declarant in writing, or unless the Declarant subsidy is characterized as a loan to the Association, in the event a Declarant subsidy in any given fiscal year results in an excess in revenue for the Association's fiscal year, the excess revenue shall be paid to Declarant; provided, the amount of excess revenue paid to Declarant shall not exceed the Declarant subsidy for the fiscal year.

6.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Tract Declaration. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law, which may include, without limitation, using the funds to reimburse VMC for any delinquent Social Club Assessments and/or Golf Club Assessments that are paid by VMC pursuant to *Section 7.01(b)* or *Section 8.01(b)* of the Covenant.

6.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association ("**Regular Assessments**") which sets forth: (a) an estimate of expenses the Association will incur during such year in performing its functions and exercising its powers under this Tract Declaration, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, but excluding (c) the operation, maintenance, repair and management costs and expenses associated with any Service Area and Benefited Common Area. Regular Assessments sufficient to pay such estimated expenses will then be levied at the level set by the Board in its

sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable annually at the beginning of each fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

6.04 Working Capital Contribution. Upon the transfer of a Lot (including both transfers from Declarant to the initial Owner, and transfers from one Owner to a subsequent Owner), a working capital contribution ("**Working Capital Contribution**") in an amount determined by the Declarant during the Development Period, and a Majority of the Board thereafter will be paid by the transferee of the Lot to the Association. Such Working Capital Contribution shall be used by the Association to fund operating expenses and reserves and to maintain, repair and replace the Common Area as necessary. The levy of any Working Capital Contribution will be effective only upon the Recordation of a written notice, signed by the Declarant during the Development Period, or a duly authorized officer of the Association thereafter, setting forth the amount of the Working Capital Contribution. The Working Capital Contribution may be modified, from time to time, by the Declarant during the Development Period, or a Majority of the Board; provided, however, that during the Development Period, any modification to the Working Capital Contribution payable on the transfer of a Lot must be approved in advance and in writing by the Declarant. The Working Capital Contribution need not be uniform among all Lots. The Declarant, during the Development Period, and the Board thereafter, may, from time to time, notify the Manager of the Working Capital Contribution applicable to a Lot.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who is a Homebuilder or Residential Developer will not be subject to the Working Capital Contribution; however, the Working Capital Contribution will be payable by any Owner who acquires a Lot from a Homebuilder or Residential Developer for residential living purposes or by any Owner who: (i) acquires a Lot and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the Working Capital Contribution to a particular Owner, the decision of the Declarant during the Development Period, and the Board thereafter, regarding the application of the exception will be binding and

conclusive without regard to any contrary interpretation of this *Section 6.04*. The Working Capital Contribution will be in addition to, not in lieu of, any other assessments levied in accordance with this *Article 6* and will not be considered an advance payment of such assessments. The Working Capital Contribution hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power, in its sole and absolute discretion, to waive the payment of any Working Capital Contribution attributable to a Lot (or all Lots) by written waiver notice, which waiver may be temporary or permanent.

6.05 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the “**Special Assessments**”) whenever in the Board’s opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Benefited Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Benefited Common Area will be levied against all Owners who have been assigned the obligation to pay Benefited Common Area Assessments based on Assessment Units.

6.06 Individual Assessments. In addition to any other Assessments, the Board may levy individual assessments against an Owner and the Owner’s Lot (“**Individual Assessments**”). Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner’s Lot into compliance with this Tract Declaration; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner’s guests, invitees or Occupants of the Owner’s Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and “pass through” expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to the benefit received.

6.07 Benefited Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Benefited Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Benefited Common Area including a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and surplus from the prior year's fund. The level of assessments levied to pay for expenses associated with a Benefited Common Area (the "**Benefited Common Area Assessments**") will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Benefited Common Area Assessment, the Association may at any time, and from time to time, levy further Benefited Common Area Assessments in the same manner as aforesaid. All such Benefited Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. Benefited Common Area Assessments will be allocated uniformly against each Assessment Unit allocated to a Lot that has been assigned the obligation to pay Benefited Common Area Assessments for specified Benefited Common Area.

6.08 Service Area Assessments. The operation, maintenance, repair and management costs and expenses associated with any Service Area shall not be included in the budget for Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of assessments levied to pay for Service Area Expenses for each Service Area ("**Service Area Assessments**") will be allocated: (a) equally among Lots within the Service Area; (b) based on Assessment Units assigned to Lots within the Service Area; or (c) based on the benefit received among all Lots in the Service Area.

6.09 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as described in *Section 6.09(b)* below). Unless otherwise provided, Assessments levied pursuant to *Section 6.03* and *Section 6.05* will be levied uniformly against each Assessment Unit.

(b) Assessment Unit. Each Lot will be allocated one (1) Assessment Unit, unless otherwise provided in *Section 6.09(c)*, *Section 6.09(d)*, or in a Notice of Applicability attributable to such Lot. Declarant will determine such Assessment Units

in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Lot will be final, binding and conclusive.

(c) Assessment Exemption. Notwithstanding anything in this Tract Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant.

(d) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Tract or any Lot from any Assessments levied or charged pursuant to this *Article 6*; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Tract, or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Tract, Lot. Declarant or the Board may also exempt any portion of the Annexable Land which is dedicated and accepted by public authority from Assessments.

6.10 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

6.11 Owner's Personal Obligation; Interest. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of one and one-half percent (1½%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner. Attorney's fees and costs and expenses of collection shall not accrue and shall not be assessed or collected by the Association until the Association has complied with *Section 6.14* and the Owner has failed to address the violation.

6.12 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 6* is, together with late charges as provided in *Section 6.10* and interest as provided in *Section 6.11* hereof and all costs of collection, including attorney's fees as herein provided, with the exception of fines for violations of the Documents as provided in *Section 6.14*, secured by the continuing Assessment lien granted to the Association pursuant to

Section 6.01(b) above and as further set forth below, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns; provided however, that although fines which have been assessed against an Owner for any violation of the Documents pursuant to *Section 6.14* shall be the personal obligation of such Owner, such fines shall not otherwise be secured by the lien set forth in *Section 6.01(b)*. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) liens for real estate taxes or other governmental assessments or charges; (ii) all sums secured by a Recorded first mortgage lien or first deed of trust lien; (iii) Golf Club Assessments; (iv) Social Club Assessments; and (v) VMC Assessments. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer, agent or attorney of the Association. The Association shall prepare a written notice or claim of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, the name of the Association, and a description of the Lot. Such notice or claim shall be verified by the oath of an individual having knowledge of the facts therein and shall be Recorded. Within five (5) days after Recording the notice or claim, the Association shall serve, by personal delivery to the Owner, a true and correct copy of the Recorded notice or claim by certified mail to the last known address of the Owner. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Tract Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment lien and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Tract Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 6.12*, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in

circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer, agent, or attorney of the Association. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Tract Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Idaho or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts.

6.13 Exempt Property. The following area within the Tract will be exempt from the Assessments provided for in this *Article 6*:

- (a) All area dedicated and accepted by a public authority;
- (b) The Common Area and the Benefited Common Area; and
- (c) Any portion of the Tract or Lot owned by Declarant.

No portion of the Annexable Land will be subject to the terms and provisions of this Tract Declaration, and no portion of the Annexable Land (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Annexable Land has been made subject to the terms of this Tract Declaration by the Recording of a Notice of Applicability in accordance with *Section 10.04* below.

6.14 Fines and Damage Charges. Before levying any fine or damage charge, the Association shall provide an Owner with a written violation notice and an opportunity to be heard at a Board meeting. At least thirty (30) days prior to such Board meeting, the Association shall provide written notice to such Owner by personal service or certified mail providing the time, date, place and subject matter of such Board meeting. In the event the Owner begins resolving the violation prior to such Board meeting, no fine shall be imposed as long as such Owner continues to address the violation in good faith until full resolved. If the Owner does not begin to resolve the violation prior to such Board meeting, the Board upon a Majority vote may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant, or the Owner or Occupants guests, agents or invitees pursuant to the procedure set forth below. Any fine and/or charge for damage levied in accordance with this *Section 6.14* will be considered an Individual Assessment pursuant to this Tract Declaration, subject to the limitations set forth in *Section 6.12* above. Each day of

violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or Benefited Common Area or any facilities located by the Owner, Occupant, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

6.15 Suspension of Voting Rights. In addition to any and all remedies set forth in this *Article 6*, if any Owner fails to pay any Assessment or other amounts due under the Documents within thirty (30) days after such payment is due or if the Owner violates any other provision of the Documents and such violation is not cured within fifteen (15) days after the Association notifies the Owner of such violation, the Board shall have the right to suspend such Owner's right to vote until such time as all Assessments and payments, including interest, late charges, fines and attorney's fees, are paid in full or until all violations are cured or the Owner is otherwise deemed in compliance of the Documents in the sole discretion of the Board.

6.16 Collection of VMC Assessments, Social Club Assessments, and/or Golf Club Assessments Under the Covenant. Unless directed in writing otherwise by the VMC Board, the Association will collect from each Owner the allocated share of VMC Assessments attributable to such Owner's Lot, and the allocated share of Social Club Assessments and/or Golf Club Assessments. VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, shall be paid by each Owner of a Lot together with all Assessments levied hereunder by the Association. If, for any reason, the Association fails to collect VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, in conjunction with the Assessments as set forth in this *Article 6*, then the Association shall collect VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, from each Owner, and remit such VMC Assessments, Social Club Assessments, and/or Golf Club Assessments, as applicable, to VMC in such manner as deemed proper by VMC; provided however, that, in any event, each VMC Assessment, Social Club Assessments, and/or Golf Club Assessments, as applicable, will be remitted to VMC on or before the date when payment thereof is required by the terms and provisions of the Covenant.

ARTICLE 7 MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Tract. The provisions of this *Article 8* apply to this Tract Declaration and the Bylaws of the Association.

7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an “**Eligible Mortgage Holder**”)), shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Tract or which affects any Lot on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;
- (b) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portions of the Tract.

ARTICLE 8 GENERAL PROVISIONS

8.01 Term. Upon the Recording of a notice pursuant to *Section 10.04*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Tract Declaration will run with and bind the portion of the Annexable Land described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Tract Declaration is Recorded, and continuing through and including January 1, 2095, after which time this Tract Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word “change” meaning an early termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the

Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 8.01*, it being understood and agreed that any change must be approved by a vote of the Members casting their vote individually.

8.02 Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Benefited Common Area for any public purpose during the period this Tract Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on the respective Lot. In the event any proceeds attributable to acquisition of Benefited Common Area are paid to Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot.

8.03 Amendment. This Tract Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by members of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 8.03*, it being understood and agreed that any change must be approved by a vote of the Members casting their vote individually. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. Each Owner is advised that, in accordance with this *Section 8.03*, Declarant has the unilateral right to amend this Tract Declaration for any purpose. The Annexable Land will be developed over many years. Changes in the Declarant's plans for the Tract, the Subject Property and the Annexable Land will occur. The Declarant may also elect to modify, remove or add to the terms and provisions of this Tract Declaration to respond to such changes and actual or perceived changes in market or other conditions. Accordingly, each Owner and the Association should anticipate and expect that modifications, amendments and/or changes will be made to the terms and provisions of this Tract Declaration unilaterally by the Declarant as determined in Declarant's sole and absolute discretion and judgment.

8.04 Interpretation. The provisions of this Tract Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Tract, provided, however, that the provisions of this Tract Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Tract. This Tract Declaration will be construed and governed under the laws of the State of Idaho.

8.05 Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, the Documents. Failure to enforce any right, provision, covenant, or condition set forth in the Documents will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

8.06 Higher Authority. The terms and provisions of this Tract Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Tract Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

8.07 Severability. If any provision of this Tract Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Tract Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

8.08 Conflicts. If there is any conflict between the provisions of this Tract Declaration, the Articles, the Bylaws, or any Rules adopted pursuant to the terms of such documents, the provisions of this Tract Declaration, the Articles, the Bylaws, and the Rules, in such order, will govern.

8.09 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

8.10 Acceptance by Grantees. Each grantee of a Lot or other real property interest in the Tract, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Tract Declaration or to whom this Tract Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Tract, and will bind any person having at any time any interest or estate in the Tract, and will inure to the benefit of each Owner in like manner as though the provisions of

this Tract Declaration were recited and stipulated at length in each and every deed of conveyance.

8.11 Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Benefited Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 8.11(a)*, means repairing or restoring the Common Area or Benefited Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area or Benefited Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area or Benefited Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Benefited Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area or Benefited Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Benefited Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Benefited Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board may levy a Special Assessment against all Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on their Lots.

(g) Proceeds Payable to Owners Responsible for Benefited Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Benefited Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Benefited Common Area Assessments attributable to such Benefited Common Area and the holders of first Mortgages or deeds of trust on their Lots.

8.12 Notices. Any notice permitted or required to be given to any person by this Tract Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

8.13 View Impairment. Although certain Lots in the Tract at any point in time may have particular views, no express or implied rights or easements exist for views or for the passage of light and air to any Lot. Notwithstanding any oral or written statement made by any person or contained in any sales materials or brochures, no representation or warranty whatsoever, express or implied, is made by Declarant, VMC Declarant, the Association, VMC, or the Club Parties concerning the view that any Lot will have whether as of the date this Tract Declaration is Recorded or thereafter. Any view that exists at any point in time for a Lot may be impaired or obstructed by further construction within or outside the Tract, including by construction of Improvements (including landscaping) by Declarant, VMC Declarant, the Golf Club Owner, or the Social Club Owner, construction by third parties (including Owners and Occupants) and by the natural growth of landscaping. No third party, including any broker, salesperson or Owner, has any right to bind Declarant, VMC Declarant, the Association, VMC, the Golf Club Owner, or the Social Club Owner with respect to the preservation of any view from any Lot or any view of a Lot from any other property.

8.14 Construction Activities. This Tract Declaration will not be construed or applied so as to interfere with or prevent normal construction activities related to the completion of the residences and associated Improvements. Such construction may, from time to time, produce certain conditions on the Tract, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) fumes or

gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) temporary interruption of utilities; and/or (vii) other conditions customarily experienced during development and construction activities. Such conditions resulting from construction and development activities shall not be deemed a nuisance or violation of the terms and provisions of this Tract Declaration.

ARTICLE 9 EASEMENTS

9.01 Right of Ingress and Egress. Declarant hereby reserves for itself, the Association, VMC, VMC Declarant, and their agents, employees and designees, the right of ingress and egress over and the right of access to the Common Area and the Benefited Common Area to the extent necessary to use the Common Area and the Benefited Common Area and the right to such other temporary uses of the Common Area and the Benefited Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Annexable Land, the Subject Property, and the Tract. The Tract shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant, VMC Declarant, the Association, and VMC. Declarant, VMC Declarant, the Association, and VMC shall have the right, but not the obligation, to install and provide the Community Systems and to provide the services available through the Community Systems to any and all Lots within the Tract. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through VMC and/or the Association and paid for as part of the Assessments or directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to VMC, the Association or to any Person. The rights of Declarant with respect to the Community Systems installed by Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by Declarant without the prior written consent of Declarant. The rights of the VMC Declarant with respect to the Community Systems installed by the VMC Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by the VMC Declarant without the prior written consent of the VMC Declarant. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in

applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services. Declarant hereby reserves for itself, the Golf Club Owner, and their agents, employees and designees, the right of ingress and egress over and the right of access to the Common Area and the Benefited Common Area to the extent necessary, required, or reasonably desirable (as determined by Declarant in its sole discretion) to operate and maintain the Golf Club.

9.02 Entry and Fencing Easement. Declarant reserves for itself, VMC Declarant, VMC, and the Association, an easement over and across the Tract for the installation, maintenance, repair or replacement of certain entry facilities and fencing which serves the Tract, the Subject Property, the Annexable Land, and/or any other property owned by Declarant or VMC Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the entry facilities and/or fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the entry facilities and/or fencing as Common Area or Benefited Common Area or a Service Area by Recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot for its intended purpose.

9.03 Landscape and Monument Sign Easement. Declarant hereby reserves for itself, VMC Declarant, VMC, and the Association, an easement over and across the Tract for the installation, maintenance, repair or replacement of landscaping or monument signs which serves the Tract, the Subject Property, the Annexable Land, and/or any property owned by Declarant or VMC Declarant. Declarant will have the right, from time to time, to Record a written notice, which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant reserves the right to designate the easement areas reserved hereunder as Common Area, Benefited Common Area, or Service Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot for its intended purpose. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Benefited Common Area, or Service Area.

9.04 Solar Equipment Easement. Declarant hereby reserves for itself, VMC Declarant, VMC and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over and across the Tract for the installation, maintenance, repair or replacement of a solar electric generating system designed to deliver electric power to any portion of the Subject Property or Annexable Land. Declarant will have the right, from time to time, to Record a written notice which identifies the solar equipment to which the easement reserved hereunder applies. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party.

9.05 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself, the VMC Declarant and for the VMC Declarant's and/or Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct and relocate any structure, Improvement or condition that may exist on any portion of the Tract, including the Lots, and a perpetual nonexclusive easement of access throughout the Tract to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. This *Section 9.05* may not be construed to create a duty for Declarant, the VMC Declarant, VMC, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's and the VMC Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant and the VMC Declarant an easement of access and entry over, across, under, and through the Tract, including without limitation, all Common Areas, Benefited Common Areas, and the Owner's Lot, and all Improvements thereon for the purposes contained in this *Section 9.05*.

9.06 Declarant as Attorney in Fact. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Tract Declaration, each Owner, by accepting a deed to a Lot and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Tract Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party. The aforesaid power shall be vested in Declarant, its successors and assigns, for a period of twenty-five (25) years from the date the first Lot is conveyed to an individual purchaser, or until the expiration or termination of the Development Period, whichever occurs first. Declarant hereby reserves for itself, its successors and assigns the right to execute on behalf of each Owner, Mortgagee, and third party claiming a legal or equitable interest in the Common Area and/or Benefited Common Area, any such agreements, documents, amendments or supplements to the Documents which may be required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area and/or Benefited Common Area or by any title insurance

company selected by Declarant to insure title to any portion of the Common Area and/or Benefited Common Area.

ARTICLE 10 DEVELOPMENT RIGHTS

10.01 Development by Declarant. It is contemplated that the Tract, Annexable Land, and Subject Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to create and/or designate Lots, Common Areas, and Benefited Common Areas, and to subdivide with respect to any of the Tract, the Subject Property or Annexable Land. As each area is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area.

10.02 Special Declarant Rights. Notwithstanding any provision of this Tract Declaration to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Tract; (b) to maintain Improvements upon Lots, including the Common Area and Benefited Common Area, as sales, model, management, business and construction offices or visitor centers at no charge; and (c) to maintain and locate construction trailers and construction tools and equipment within the Tract. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

10.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Tract and remove and exclude from the burden of this Tract Declaration and the jurisdiction of the Association any portion of the Tract. Upon any such withdrawal and renewal this Tract Declaration and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Tract withdrawn. To withdraw lands from the Tract hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

- (a) A reference to the Tract Declaration, which reference will state the document number or volume and initial page number of the Official Records of Ada County wherein the Covenant is recorded;
- (b) A statement that the provisions of this Tract Declaration will no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

10.04 Notice of Applicability. Upon Recording, this Tract Declaration serves to provide notice that at any time, and from time to time, Declarant, acting alone, may subject all or any portion of the Annexable Land or Subject Property to the terms, covenants, conditions, restrictions and obligations of this Tract Declaration. If a Notice of Applicability is Recorded subjecting a portion or portions of the Annexable Land or Subject Property to this Tract Declaration, such Annexable Land or Subject Property will be considered a part of the Tract and will be subject to the terms, covenants conditions, restrictions and obligations of this Tract Declaration. A Notice of Applicability will include:

- (a) A reference to this Tract Declaration, which reference will state the Recording information thereof;
- (b) A statement that all of the provisions of this Tract Declaration will apply to such portion of the Annexable Land or Subject Property;
- (c) A legal description of such portion of the Annexable Land or Subject Property;
- (d) If applicable, a description of any Benefited Common Area which benefits the Annexable Land or Subject Property, as applicable, and the beneficiaries of such Benefited Common Area; and
- (e) If applicable, a description of any Service Area which benefits the Annexable Land or Subject Property, as applicable, and the beneficiaries of such Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE ANNEXABLE LAND OR SUBJECT PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS TRACT DECLARATION AND THIS TRACT DECLARATION DOES NOT APPLY TO ANY PORTION OF THE ANNEXABLE LAND OR SUBJECT PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH ANNEXABLE LAND OR SUBJECT PROPERTY AND REFERENCING THIS TRACT DECLARATION HAS BEEN RECORDED.

10.05 Assignment of Declarant's Rights. Notwithstanding any provision in this Tract Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Tract Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

ARTICLE 11
DISPUTE RESOLUTION

This Article 11 is intended to encourage the resolution of disputes involving the Tract. A dispute regarding the Common Area, Benefited Common Area, and/or Improvements thereon can create significant financial exposure for the Association and its Members, interfere with the resale and refinancing of Lots, and increase strife and tension among the Owners, the Board and the Association's management. Since disputes may have a direct effect on each Owner's use and enjoyment of the Common Area and Benefited Common Area, this Article 11 requires Owner transparency and participation in certain circumstances. Transparency means that the Owners are informed in advance about a dispute, the proposed arrangement between the Association and a law firm or attorney who will represent the Association in the dispute, and that each Owner will have an opportunity to participate in the decision-making process prior to initiating the dispute resolution process.

11.01 Introduction and Definitions. The Association, the Owners, Declarant, Homebuilders, Residential Developers, and all persons subject to this Tract Declaration, and each person not otherwise subject to this Tract Declaration who agrees to submit to this *Article 11* by written instrument delivered to the Claimant, which may include, but is not limited to, a Homebuilder, a Residential Developer, a general contractor, sub-contractor, design professional, or other person who participated in the design or construction of Common Area, Benefited Common Area, or any Improvements thereon (individually, a "**Party**" and collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Annexable Land and/or Subject Property and the Common Area or Benefited Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. Notwithstanding anything contained in this *Article 11*, any Claim brought by an Owner related to a residence that is subject to a warranty agreement provided by the Declarant, Homebuilder, or Residential Developer will not be subject to this *Article 11* and will be governed by the warranty agreement, unless the Parties agree to have the dispute governed by this *Article 11*. This *Article 11* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

- (a) "**Claim**" means:
- (i) Claims relating to the rights and/or duties of Declarant, VMC Declarant, the Association, VMC, the Golf Club, the Social Club, the Golf Club Owner, the Social Club Owner, or the Valor Reviewer, under the Documents.

- (ii) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the Valor Reviewer, the Golf Club, the Social Club, the Golf Club Owner, and/or the Social Club Owner.
 - (iii) Claims relating to the design or construction of Improvements located on the Common Area or Benefited Common Area.
- (b) **"Claimant"** means any Party having a Claim against any other Party.
- (c) **"Respondent"** means any Party against which a Claim has been asserted by a Claimant.

11.02 Mandatory Procedures. Claimant may not initiate any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 11.08* below, a Claim must be resolved by binding arbitration. Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim against the Golf Club, Social Club, Golf Club Owner, or Social Club Owner.

11.03 Claim Affecting Common Areas. In accordance with *Section 3.16* of this Tract Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design or construction of Improvements on a Lot (whether one or more). Additionally, no Lot Owner shall have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area. Each Owner, by accepting an interest in or to title to a Lot, hereby grants to the Association the exclusive right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area and/or Benefited Common Area. In the event the Association asserts a Claim related to the Common Area and/or Benefited Common Area, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim related to the Common Area, the Association must:

- (a) Obtain Owner Approval of Engagement.

The requirements related to Owner approval set forth in this Section 11.03(a) are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a law firm or attorney engaged by the Association to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area. The engagement agreement between the Association and the law firm or attorney may include requirements that the Association pay costs, fees, and expenses to the law firm or attorney which will be paid through Assessments levied against Owners. The financial agreement between the Association and the law firm or attorney may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association and the law firm or attorney is terminated or if the Association agrees to settle the Claim. In addition, the financial arrangement between the Association and the law firm or attorney may include additional costs, expenses, and interest charges. This financial obligation can be significant. The Board may not engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area or execute a written agreement between the Association and a law firm or attorney for the purpose of prosecuting a Claim relating to the design or construction of Common Area or Benefited Common Area unless the law firm or attorney and the financial arrangements between the Association and the law firm or attorney are approved by the Owners in accordance with this Section 11.03(a).

Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or Benefited Common Area if the agreement between the Association and law firm or attorney includes any provision or requirement that would obligate the Association to pay any costs, expenses, fees, or other charges to the law firm or attorney, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the engagement with the law firm or attorney or engages another firm or third-party to assist with the Claim; (ii) if the Association agrees to settle the Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third-party; (iii) if the Association agrees to pay interest on any costs or expenses incurred by the law firm or attorney; and/or (iv) for consultants, expert witnesses, and/or general contractors hired by the law firm or attorney. For avoidance of doubt, it is intended that Members holding eighty percent (80%) of the votes in the Association must approve the law firm and attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney.

The approval of the Members required under this *Section 11.03(a)* must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the law firm and attorney; (b) a copy of the proposed written agreement between the Association and the law firm and/or attorney; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association; (d) the conditions upon which such types of costs, expenses, fees, or other charges are required to be paid by the Association; (e) an estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment occur, which estimate shall be expressed as a range for each type of cost, expense, fee, or other charge; and (f) a description of the process the law firm and/or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Common Area, Benefited Common Area, or Improvements on the Annexable Land or Subject Property). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether use of the Common Area or Benefited Common Area will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Common Area or Benefited Common Area affected by such testing and the estimated costs thereof. The notice required by this paragraph must be prepared and signed by a person other than the law firm or attorney who is a party to the proposed agreement being approved by the Members. In the event Members holding eighty percent (80%) of the votes in the Association approve the law firm and/or attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney, the Board shall have the authority to engage the law firm and/or attorney and enter into the written agreement approved by the Members.

(b) Provide Notice of the Inspection. As provided in *Section 11.03(c)* below, a Common Area Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Common Area Report, the Association must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Area Report, the specific Common Areas and/or Benefited Common Areas to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

(c) Obtain a Common Area Report.

The requirements related to the Common Area Report set forth in this Section 11.03(c) are intended to provide assurance to the Claimant, Respondent, and the Owners

that the substance and conclusions of the Common Area Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Common Area Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Area Report is compromised.

Obtain a written independent third-party report for the Common Area and/or Benefited Common Area (the “**Common Area Report**”) from a professional engineer licensed by the Idaho Board of Licensure of Professional Engineers and Professional Land Surveyors with an office located in Ada County, Idaho (the “**Inspection Company**”). The Common Area Report must include: (i) a description with photographs of the Common Area and/or Benefited Common Area subject to the Claim; (ii) a description of the present physical condition of the Common Area and/or Benefited Common Area subject to the Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Area and/or Benefited Common Area performed by the Association or a third-party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Common Area and/or Benefited Common Area subject to the Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Area Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Ada County, Idaho, and each such contractor providing the estimate must hold all necessary or required licenses from the Idaho Contractors Board or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Common Area Report must be obtained by the Association. The Common Area Report will not satisfy the requirements of this Section and is not an “independent” report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Association or proposes to represent the Association; (b) the costs and expenses for preparation of the Common Area Report are not required to be paid directly by the Association to the Inspection Company at the time the Common Area Report is finalized and delivered to the Association; or (c) the law firm or attorney that presently represents the Association or proposes to represent the Association has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Association’s agreement with the law firm or attorney) the Association for the costs and expenses for preparation of the Common Area Report. For avoidance of doubt, an “independent” report means that the Association has

independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Association will directly pay for the report at the time the Common Area Report is finalized and delivered to the Association.

(d) Provide a Copy of Common Area Report to all Respondents and Owners. Upon completion of the Common Area Report, and in any event no later than three (3) days after the Association has been provided a copy of the Common Area Report, the Association will provide a full and complete copy of the Common Area Report to each Respondent and to each Owner. The Association shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Area Report which will include the date the report was provided. The Common Area Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

(e) Provide a Right to Cure Defects and/or Deficiencies Noted on Common Area Report. Commencing on the date the Common Area Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Common Area Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Common Area Report; and (iii) correct any condition identified in the Common Area Report. As provided in *Section 9.05* above, the Declarant has an easement throughout the Tract for itself, VMC Declarant, and their successors, assigns, architects, engineers, other design professionals, each Homebuilder, Residential Developer other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Area Report.

(f) Hold Owner Meeting and Obtain Approval. In addition to obtaining approval from Members for the terms of the attorney or law firm engagement agreement, the Association must obtain approval from Members holding eighty percent (80%) of the votes in the Association to provide the Notice described in *Section 11.05*, initiate the mandatory dispute resolution procedures set forth in this *Article 11*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association

may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Lot while the Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association in the Claim; (b) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 11.05*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

(g) Provide Officer Certification. Within ten (10) days after a vote of Members called pursuant to this *Article 11*, the secretary or another officer of the Association will provide to Declarant and any Respondent (if different than Declarant): (i) a true and correct copy of the meeting notice provided to Members, for the meeting at which such vote was taken; (ii) copies of the ballots cast at such meeting (whether in person, electronic, or by proxy); (iii) a certification, executed by the issuing officer of the Association that: (a) the information set forth in (i) and (ii) hereinabove is true and correct; (b) the meeting notice provided to Members was provided in accordance with this *Article 11*; and (c) the vote was held in accordance with the Bylaws and this *Article 11*.

11.04 Claim by Lot Owners. Pursuant to *Section 11.03* above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area or Benefited Common Area, such Owner shall be required, since a Claim affecting the Common Area and/or Benefited Common Area could affect all Owners, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, to comply with the requirements imposed by the Association in accordance with *Section 11.03(b)* (Provide Notice of Inspection), *Section 11.03(c)* (Obtain a Common Area Report), *Section 11.03(d)* (Provide a Copy of Common Area Report to all Respondents and Owners), *Section 11.03(e)* (Provide Right to Cure Defects and/or Deficiencies Noted on Common Area Report), *Section 11.03(f)* (Owner Meeting and Approval), *Section 11.03(g)* (Officer Certification),

and *Section 11.05* (Notice). Additionally, class action proceedings are prohibited, and no Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this Tract Declaration.

11.05 Notice. Claimant must notify Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. If a Claim is subject to Idaho Code §§ 6-2501--2504, the Claimant and Respondent are advised, in addition to compliance with *Section 11.06*, to comply with the terms and provisions of Idaho Code §§ 6-2501--2504. Failure to comply with the time periods or actions specified in Idaho Code §§ 6-2501--2504 could affect a Claim if the Claim is subject thereto. The one hundred and twenty (120) day period for mediation set forth in *Section 11.07* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 11.07* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) if the Claim relates to the design or construction of the Common Area, a true and correct copy of the Common Area Report and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Area and/or Benefited Common Area; (b) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (c) if the Claim relates to the design or construction of the Common Area and/or Benefited Common Area, reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved the law firm and attorney and the written agreement between the Association and the law firm and/or attorney in accordance with *Section 11.03(a)*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 11.03(f)* above; and (e) reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas and/or Benefited Common Areas, the Notice will also include a true and correct copy of the Common Area Report.

11.06 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent’s receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Annexable Land or Subject Property, then at such meeting or at some other mutually-agreeable

time, Respondent and Respondent's representatives will have full access to the Annexable Land or Subject Property that is subject to the Claim for the purposes of inspecting the Annexable Land or Subject Property.

11.07 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the thirty (30) day period, Respondent will submit the Claim to mediation in accordance with this *Section 11.07*. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, Respondent or Claimant may initiate arbitration proceedings in accordance with *Section 11.08*.

11.08 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 11.08*.

(a) **Governing Rules**. If a Claim has not been resolved after mediation in accordance with *Section 11.07*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 11.08* and the American Arbitration Association (the "AAA") Construction Industry Arbitration Rules and Mediation Procedures and, if applicable, the rules contained in the AAA Supplementary Procedures for Consumer Related Disputes, as each are supplemented or modified by the AAA (collectively, the Construction Industry Arbitration Rules and Mediation Procedures and AAA Supplementary Procedures for Consumer Related Disputes are referred to herein as the "AAA Rules"). In the event of any inconsistency between the AAA Rules and this *Section 11.08*, this *Section 11.08* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(b) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(c) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(d) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(e) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 11.08* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(f) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 11.08*.

(g) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 11.08* and subject to *Section 11.09* below; provided, however, attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent. In all arbitration proceedings, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Idaho law; (ii) conclusions of law that are erroneous; (iii) an error of Applicable Law; or (iv) a cause of action or remedy not expressly provided under Applicable Law. In no event may an arbitrator award speculative, special, exemplary, treble, consequential, or punitive damages for any Claim.

(h) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in Ada County, Idaho. Unless otherwise provided by this *Section 11.08*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal

Rules of Civil Procedure, the Idaho Rules of Civil Procedure and Applicable Law. Claimant and Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law. In no event shall Claimant or Respondent discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.09 Allocation Of Costs. Notwithstanding any provision in this Tract Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.10 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.11 Period of Limitation. The exclusive period of limitation for any of the Parties to bring any Claim is the applicable statute of limitations for such Claim under Applicable Law.

11.12 Funding the Resolution of Claims. The Association must levy a Special Assessment to fund the estimated costs to resolve a Claim pursuant to this *Article 11*. The Association may not use its annual operating income or reserve funds to fund the costs to resolve a Claim unless the Association has previously established and funded a dispute resolution fund.

11.13 Severability. The provisions of this Article shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion herein shall not affect the validity or enforceability of any other provision or portion herein.

[SIGNATURE PAGE FOLLOWS]

CONSENT AND SUBORDINATION

The undersigned, _____ of _____ is the owner and holder of a lien with respect to a portion of the Annexable Land as described in the attached and foregoing Tract Declaration (hereinafter referred to in this paragraph as the "Tract Declaration") under a Deed of Trust recorded in the Official Records of Ada County, Idaho at Document No. _____, as may be modified and amended (the "Deed of Trust"), by joining herein, hereby: (i) consents to the execution, delivery and recording of the attached and foregoing Tract Declaration; (ii) subordinates the lien of the Deed of Trust and all other liens securing payment of the indebtedness described therein to the provisions of such Tract Declaration with the same effect as if such Tract Declaration had been executed, delivered and recorded prior to execution, delivery and recording of such Deed of Trust, except that that the lien of the Deed of Trust shall remain superior to the assessment lien created under the Tract Declaration in all events; and (iii) agrees that, notwithstanding any foreclosure of the Deed of Trust (or conveyance in lieu thereof), such Tract Declaration and all rights therein described, shall continue unabated, in full force and effect.

EXECUTED this ____ day of _____, 20____ by:

By: _____

Its: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me _____, 20____ by _____ the _____ of _____, an Idaho _____, on behalf of such _____.

Notary: _____

Print Name: _____

Notary Public, State of _____

My commission expires: _____

VALOR
TRACT DECLARATION
[RESIDENTIAL]



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 or the application(s) 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 City of Kuna 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.

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: Wendy Shrief

Signature: W Shrief Date: 5/1/21

EXECUTIVE SUMMARY

M3 Companies is proposing to develop Phase 3 of the Falcon Crest Subdivision, located on the east side of Cloverdale Road, between Deer Flat Road and Kuna Road, in Kuna, Idaho. Phase 3 includes the buildout of 215 single-family housing units and 64 homes targeted toward senior active adults within approximately 77 acres of land. Access is proposed via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 279 homes are located east of the access road and will be nestled within the existing golf course. This phase is labeled as Golf Villages C, D, and E in the illustration within the subdivision's master plan, provided in the *Falcon Crest Subdivision Transportation Impact Study* and Figure 2. Full buildout of Phase 3 is expected in the year 2025.

The master plan for the Falcon Crest Subdivision development will ultimately encompass approximately 567 acres and is anticipated to include approximately 1,732 active adult homes, 591 single-family houses, and some supporting commercial uses. Phase 1 has been approved for 409-unit senior active-adult residential housing units. Phase 1 includes a private roadway connection to Cloverdale Road, south of the existing Falcon Crest Golf Course access road, with a gated entrance into the development. Phase 2 has been approved and includes the buildout of 115 single-family housing units within 32 acres of land. Access will be via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 115 homes are located north of the access road and will be nestled within the existing golf course. Phases 1 and 2 have been included as background developments in this transportation impact study (TIS).

This TIS for Phase 3 of the development is in fulfillment of Falcon Crest's Site-Specific Condition of Approval #11, which requires an updated traffic impact study with each preliminary phase application.

FINDINGS

Existing Conditions

- The study evaluated five intersections during the AM and PM peak hour of a typical weekday (Tuesday – Thursday).
- All study intersections were found to operate at LOS D or better and all lane groups at V/C 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
 - **Cloverdale Road/Amity Road:** This intersection operates with a V/C ratio of 0.93 and the critical westbound-through/right lane group operates with a V/C ratio of 1.07 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). An interim mitigation is to add a westbound right-turn lane.

- **Cloverdale Road/Lake Hazel Road:** The westbound through/right movement operates at LOS F and V/C ratio of 1.05 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
- **Kuna Road/Meridian Road (SH-69):** The northwest-bound left-turning movement is projected to operate at LOS F and a V/C ratio of 1.05. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69.
- All ACHD study roadway segments operate at acceptable levels of service, with the exception of the following segment:
 - **Cloverdale Road (Amity Road – Lake Hazel Road):** Mitigation requires widening to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
- Crash data at the study intersections for the most recent five years (2015-2019) was analyzed for any existing crash trends, below are the findings:
 - Study intersections averaged less than four reported crashes per year, with no crashes reported at the Cloverdale Road & Golf Course Access Road intersection.
 - Angle crashes were the most common crash type, accounting for 48% of reported crashes, which is typical for unsignalized intersections on rural roadways.
 - There were no fatality crashes reported, however, injuries were reported in approximately 37% of crashes.

Year 2025 Background Traffic Conditions

- Year 2025 background traffic volumes were forecasted assuming buildout of Phases 1 and 2 and a 2.5% compounded annual growth rate for background traffic volumes, consistent with the growth rate used in the previous *Falcon Crest Subdivision TIS*.
- The following roadway segments and intersections are planned to be completed in the 2025 buildout year:
 - **Cloverdale Road/Amity Road:** Reconstruct the intersection as a multi-lane roundabout. (IFYWP #IN205-16, construction 2025).
 - **Cloverdale Road/Lake Hazel Road:** Widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road. (IFYWP #IN205-34, construction 2024).
 - **Cloverdale Road (Amity Road – Victory Road):** Widen to five lanes. (IFYWP #104170, construction 2025).

- Year 2025 background traffic analysis (without inclusion of site-generated trips) found that all study intersections will operate at LOS D or better and all lane groups at V/C ratio 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
 - **Cloverdale Road/Amity Road:** Similar to existing conditions, the intersection V/C ratios exceed the ACHD thresholds. Overall intersection V/C ratios are 0.96 and 0.91 during the weekday AM and PM peak hours respectively. The critical westbound-through/right lane group operates with a V/C ratio of 1.03 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
 - **Cloverdale Road/Lake Hazel Road:** Similar to existing conditions, the westbound through/right movement operates at LOS F and a V/C ratio of 1.09 which exceeds 1.0 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
 - **Kuna Road/Meridian Road (SH-69):** Similar to existing conditions, the northwest-bound left-turning movement is projected to operate at LOS F and the V/C ratio exceeds both ACHD and ITD thresholds with a V/C ratio of 1.30 in the weekday PM peak hour. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69 which mitigates the V/C ratio but still results in the north-westbound left-turn operating at LOS E during the weekday PM peak hour.
- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segment:
 - **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing conditions, widening to five lanes is needed. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
 - **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. There are approximately 100 AM peak hour directional trips remaining on this segment. Widening to three lanes with the addition of a center turn lane is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP. It is recommended that this improvement take place sooner to maintain an acceptable level of service on this segment.

Trip Generation and Distribution

- Phase 3 of the proposed Falcon Crest Subdivision will include approximately 215 single-family housing units and 64 homes targeted toward active adults.
- Upon buildout in year 2025, the Phase 3 development is estimated to generate a total of 2,483 daily trips, 186 weekday AM peak hour trips (49 inbound / 137 outbound), and 246 weekday PM peak hour trips (154 inbound / 92 outbound).
- The distribution pattern for site-generated trips was based on a review of the roadway system, trip destinations, the COMPASS regional travel demand model area of impact modeling results, and the distribution for previous phases.

Year 2025 Total Traffic Conditions

- With the inclusion of site-generated trips, all study intersections and lane groups are expected to continue to operate acceptably with the exception of the following intersections:
 - **Cloverdale Road/Amity Road:** This intersection continues to exceed ACHD policy LOS thresholds. The westbound-through/right lane group is projected to have a V/C ratio of 1.04 and the northbound through is projected to have V/C ratio of 1.01 during the AM peak hour. Additionally, the southbound through/right lane group is projected to have a V/C ratio of 1.05 during the weekday PM peak hour. The overall V/C ratios for the intersection is projected to be 0.99 and 0.94 during the weekday AM and PM peak hours, respectively, which exceeds the ACHD policy of 0.90.
 - The intersection is projected to operate acceptably in the shoulder peak hours.
 - A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
 - The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP) which mitigates the intersection.
 - The site generated traffic is estimated to be approximately 2.9 percent and 3.3 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
 - **Cloverdale Road/Lake Hazel Road:** This intersection continues to exceed ACHD policy LOS thresholds. The westbound through/right movement operates at LOS F and is projected to have a V/C ratio of 1.12 during the AM peak hour.
 - The intersection is projected to operate acceptably in the shoulder peak hours.
 - A westbound right-turn lane could also be considered for an interim mitigation.

- This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34) which mitigates the intersection.
- The site generated traffic is estimated to be approximately 4.5 percent and 5.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Kuna Road/Meridian Road (SH 69):** This intersection continues to exceed ACHD and ITD LOS thresholds. The northwest-bound left-turn lane group on Kuna Road is projected to operate at LOS F with a V/C ratio of 1.38. As described in the existing conditions summary, this intersection is estimated to meet warrants for installation of a traffic signal. The northwest-bound left-turning movement is projected to also exceed capacity in the shoulder PM peak hour.
 - The northwest-bound movement is projected to continue to exceed capacity in the shoulder peak hours.
 - With a short section of two-way-left-turn lane to allow a two-stage left-turn from Kuna Road, the intersection will meet ACHD and ITD V/C policy, but the left-turn from Kuna Road will operate at LOS F in the PM peak hour which does not meet ITD policy.
 - ITD is conducting a corridor study for SH-69 that is currently recommending an RCUT at this intersection which will eliminate the left-turn from Kuna Road and utilize a median U-turn at a location to the north to serve that movement.
 - The site generated traffic is estimated to be approximately 2.3 percent and 2.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
- One unsignalized intersection meets ACHD policy but operates at LOS D or worse:
 - **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the PM peak hour but is over the LOS D threshold for evaluation of signal warrants. This intersection is planned to be improved to a multilane roundabout between year 2036 and 2040 per the ACHD 2020-2040 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segments:
 - **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing and background traffic conditions, widening to five lanes is needed. This segment is programmed

currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.

- This segment also does not meet the ACHD policy thresholds for the shoulder peak hours.
 - The site generated traffic is estimated to be approximately 4.2 percent and 4.6 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. Widening to three lanes is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
- This segment does meet the ACHD policy thresholds for the shoulder peak hours.
 - The segment thresholds are approximately 100 weekday AM peak hour trips and 133 weekday PM peak hour trips above the existing traffic volumes.
 - The need for widening is estimated to occur in approximately 2023 at which time approximately 172 Phase 3 residential homes would be completed.
 - The site generated traffic is estimated to be approximately 8.6 percent and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Site Access Evaluation

- The intersection and lane groups of Cloverdale Road/Golf Course Access intersection and the two Internal Roundabouts are expected to operate acceptably with Phase 3 buildout of the site during the AM and PM peak hours.
- The daily traffic on the internal streets is projected to be under the ACHD policy thresholds with the exception of the following segments:
 - **Golf Course Access Road (Cloverdale to Phase 2 Access):** The collector roadway is expected to carry approximately 4,200 daily trips which is above the ACHD policy threshold of 3,000 daily trips on a collector that provides a single access to a development. While a secondary local street access to Cloverdale Road will be provided with Phase 1, it will be a gated access for the residents of Phase 1 and therefore is assumed to not meet the ACHD policy for a second access since it will not be available for Phase 2 and Phase 3 traffic.
 - The next phase of the development is planned to include an additional public street connection back to Kuna Road which will provide the necessary secondary access.

- The 3,000 daily trip limit is expected to occur in approximately 2022 with the addition of 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently as they are expected to occur.
- **Phase 3 Access Road:** The local road that will access Phase 3 is projected to carry the approximately 2,485 daily trips generated by this phase of the development, which is in excess of the ACHD standard of 2,000 daily trips on a local street and 1,000 daily trips on a local street being a single access to a development. Mitigation would require addition of another connection from the east-west collector to the new neighborhood. The following should be considered in determining whether a second access is necessary:
 - A secondary fire access will be provided.
 - If the Phase 3 access road remains a local street with a maximum allowable daily trip threshold of 2,000, approximately 224 units could be completed prior to reaching the daily trip threshold.
 - Given the lot sizing and target buyer of a golf course community, trips on this roadway may be lower than projected due to the assumption that all of the single family homes will be similar to a typical suburban home is likely conservative and many homes will have a lower trip generation similar to a senior detached home.
 - ACHD staff have indicated that these local roadways in Phase 3 could potentially be private streets.
- The results from the turn lane warrant analysis found the following:
 - **Cloverdale Road/Golf Course Access:** The existing southbound left-turn lane was identified in needing to be improved to meet current ACHD criteria. This improvement has already been conditioned on Phase 2 by ACHD.
- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated at the proposed site accesses, with expected queues of one vehicle.
- The intersection sight distance was reviewed, finding that intersection sight distance is available at the Cloverdale Road & Golf Course Access Road.
- The proposed Phase 3 site access is approximately 900 feet from the Golf Course Access Road which meets the ACHD access spacing on collector streets of 150 feet from stop-controlled intersections and 330 feet between local street intersections.
- A review of the site plan identified proposed golf cart path crossings of the local streets in Phase 3, some of which are near intersections and some away from intersections. Intersection sight distance should be provided at these locations and it either placing the crossings at intersections or far enough away from the intersections to be considered mid-block.

RECOMMENDATIONS

Based on the findings and conclusions, recommendations are provided for the buildout of Phase 3 of the Falcon Crest Development.

Existing (2021) Conditions Needs

- **Cloverdale Road/Amity Road:** Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2025 are not constructed.
 - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
 - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road/Lake Hazel Road:** Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2024 are not constructed.
 - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
 - The site generated traffic is estimated to be approximately 4.5 and 5.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Kuna Road/Meridian Road (SH-69):** Addition of a center turn lane refuge area for north-westbound left-turns or signalization should be considered prior to corridor improvements by ITD.
 - The site generated traffic is estimated to be approximately 2.3 and 2.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road (Amity Road – Lake Hazel Road):** Widen to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
 - The site generated traffic is estimated to be approximately 4.2 and 4.6 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.

Year 2025 background Conditions

- Make improvements identified under existing conditions.
- In addition to the improvements required under existing conditions the following improvements are recommended:
 - **Cloverdale Road/Amity Road:** Widen to provide an additional southbound right turn lane in addition to the westbound right turn lane required under existing conditions if intersection improvements planned by ACHD in 2025 are not constructed.
 - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
 - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
 - **Cloverdale Road (Lake Hazel Road – Columbia Road):** Widen to three lanes if interim widening is deemed necessary. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
 - The site generated traffic is estimated to be approximately 8.6 and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
 - The segment meets ACHD segment volume thresholds during the shoulder peak hours under 2025 total traffic conditions and therefore ACHD policy may allow for mitigation to include an improvement within the vicinity of the site as mitigation. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
 - **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the weekday PM peak hour but is projected to meet signal warrants based on the ACHD policy to evaluate signal warrants if LOS is D or worse. Therefore, a signal is expected to be needed beyond buildout of this project phase. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Phase 3 Site Specific Recommendations

- Golf Course Road Collector

- Plan for connection of collector system to Kuna Road as part of future phases to address the ACHD 3,000 daily trip threshold for a single collector street access.
 - The connection is needed with the addition of approximately 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently
- Phase 3 Local Access Road
 - Coordinate with the City of Kuna and ACHD to ensure the number homes is acceptable due to the projected trips exceeding the ACHD local street threshold of 2,000. If necessary, monitor traffic volumes after completion of approximately 224 residential units to identify if the remaining homes can be completed within the 2,000 daily traffic threshold. ACHD has indicated designation as private street may also be an option.
- Cloverdale Road & Golf Course Access Road
 - Improve the existing two-way left-turn as already conditioned on Phase 2.
- Phase 3 Internal Roundabout
 - Construct the single-lane internal roundabout at its proposed location, with one entry and exit lane for each approach.
- Golf cart path crossings
 - Provide a delineated crossing with approach signage.
 - Review crossing locations with ACHD to ensure they are either at designated intersections or sufficient distance from existing intersections.
- The following recommendations have been identified to ensure adequate sight distance at site access points, the internal roundabout, and internal roadways.
 - Remove miscellaneous vegetation and potential obstructions along Cloverdale Road as necessary to obtain and maintain adequate intersection sight distance.
 - Shrubbery and landscaping near the internal intersections and the site access point should be maintained to ensure adequate sight distance.
 - If future widening occurs along Cloverdale Road, utility poles should be set back outside of the sight lines.

EXHIBIT 2.20

Planning & Zoning Department

City of Kuna

P.O. Box 13

Kuna, Idaho 83634

Phone: (208) 922-5274

Fax: (208) 922-5989

www.kunacity.id.gov

Agency Notification

July 19, 2021

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

File Number & Case Name:	21-04-S (Preliminary Plat) – Falcon Crest Golf Villages Subdivision
Project Description	Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within an R-6 (Medium Density Residential) zone. (APN: S1422110300). Section 22, Township 2 North, Range 1 East.
Site Location	Near the Northeast Corner (NEC) of Cloverdale and Kuna Roads, Kuna 83634. At the Falcon Crest Golf Course.
Applicant	Mark Tate, Falcon Crest Club Partners 546 LBJ Freeway Dallas, TX. 75240 Mtate@m3companiesllc.com
Representative	Wendy Shrief, J-U-B Engineers 2760 W Excursion Lane, Suite 400 Meridian, ID 83642 208.376.7330 wshrief@jub.com
Tentative Public Hearing Date	Tuesday, September 28, 2021 6:00 PM Council Chambers within Kuna City Hall, located at 751 W. 4 th 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. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i>	



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

Catherine Feistner, E.J.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: 18 August 2021
RE: Public Works Comments
Falcon Crest Golf Village Subdivision – 21-04-S (Preliminary Plat)

The Falcon Crest Golf Village Subdivision, located on the northeast corner of S Cloverdale Rd and E Kuna Rd, dated 19 July 2021 has been reviewed. This review is based on land use as allowed or permitted in “R-6 and R-12” zones. This application encompasses 86.03 acres. This application contains a total of 291 single-family residential lots, 43 common lots, and 18 common driveway lots. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

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 Falcon Crest Village Subdivision consists of 86.03 acres with City of Kuna R-6 and R-12 zoning designation.

- b) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 926. This makes the realized density approximately 11 people per acre.
- c) The preliminary plat shows two (2) total accesses to the subdivision, one (1) off of W Tiercel Drive, and one (1) off of W Harrier Drive.
- d) At least two access point are required in Phase I per Kuna Rural Fire District (KRFD).
- e) Two fire apparatus (and emergency vehicle) access roads are required if the development exceeds 30 dwelling units, per Fire Code of Idaho section D107.1. *The northeast section of the development may need adjustment to stay in compliance.*
- f) Dead ends shall be in accordance with Fire Code of Idaho section D103.4.
- g) No cul-de-sac streets greater than 700-ft in length in accordance with the Development Agreement code rewrite. There are cul-de-sac streets longer than agreed maximum length and this will need to addressed.
- 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 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) There is sewer mainline headed northeast on the south side of W Tiercel Drive. The sewage flows to Orchard Lift Station, which has available capacity.
- c) All sewer infrastructure must meet or exceed City of Kuna requirements.

- d) Sewer flow models will be required to verify pipe sizes.
- e) Sewer connection fees apply to each lot containing a home or other facility.
- f) 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.
- g) This application shall conform to the sewer masterplan 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 water mainline headed North on the South side of W Tiercel Drive.
- c) All water infrastructure must meet or exceed City of Kuna requirements.
- d) Water flow models will be required to verify adequate water supply and fire suppression.
- e) Water connection fees apply to each lot containing a home or other facility.
- f) 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.
- g) This application shall conform to the water master plan as applicable.
- h) 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) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
- c) There is PI mainline south of the site, south on W Tiercel Drive.
- d) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.

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) 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.
- d) 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.
- e) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.

- f) 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.

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. As-built drawings will be required before occupancy or final plat approval is granted.



Project/File: **Falcon Crest Golf Villages/ KPP21-0007/ 21-04-S**

This is a preliminary plat application to allow for the development of a 352-lot residential subdivision on 114-acres. The site is located south of Hubbard Road and on the east side of Cloverdale Road at the Falcon Crest Golf Course.

Lead Agency: City of Kuna

Site address: S. Cloverdale Road
(S1422110300)

Staff Approval: November 5, 2021

Applicant: Mark Tate
Falcon Crest Club Partners
546 LBJ Freeway
Dallas, TX 75240

Representative: Wendy Shrief
JUB Engineers
2760 W. Excursion Lane, Ste 400
Meridian, ID 83642

Staff Contact: Dawn Battles, Planner II
Phone: 387-6218
E-mail: dbattles@achdidaho.org



A. Findings of Fact

- Description of Application:** The applicant is requesting preliminary plat approval to allow for the development of a 352-lot residential subdivision consisting of 291 single family residential lots, 43 common lots and 18 common driveway lots. This is the third phase of a multi-phase development anticipated to be constructed over the next 20 years.

The site is zoned R-6 (Medium Density Residential) and is consistent with the City of Kuna's future land use map which designates this area as mixed-use.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Medium Density Residential	R-6
South	Medium Density Residential & High Density Residential	R-6 & R-12
East	Medium Density Residential & Rural Residential (Ada County)	R-6 & RR
West	Medium Density Residential & High Density Residential	R-6 & R-12

- Site History:** ACHD previously reviewed this site as a portion of the Falcon Crest Master Plan Community in September 2018. The requirements of this staff report have been updated to reflect current District policies and the site plan. The proposed subdivision is phase 3 of the Falcon Crest Master Plan.

- 4. Adjacent Development:** The following developments are pending or underway in the vicinity of the site:
- Falcon Crest Clubhouse, a 3-lot subdivision consisting of 1 commercial lot for a clubhouse, 1 private road lot and 1 common lot, located southwest of and directly adjacent to the site and was approved by ACHD in June 2021.
 - Robinhood, a 137-lot residential subdivision consisting of 116 single family residential lots and 21 common lots on 37-acres, located west of and directly adjacent to the site west and was approved by ACHD in September 2019.
 - Falcon Crest Subdivision (Phase 1 of Falcon Crest Master Plan), consisting of 409 single family residential lots and 1 commercial lot is located the south of the site and was approved by ACHD in December 2018.

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 0.4 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):

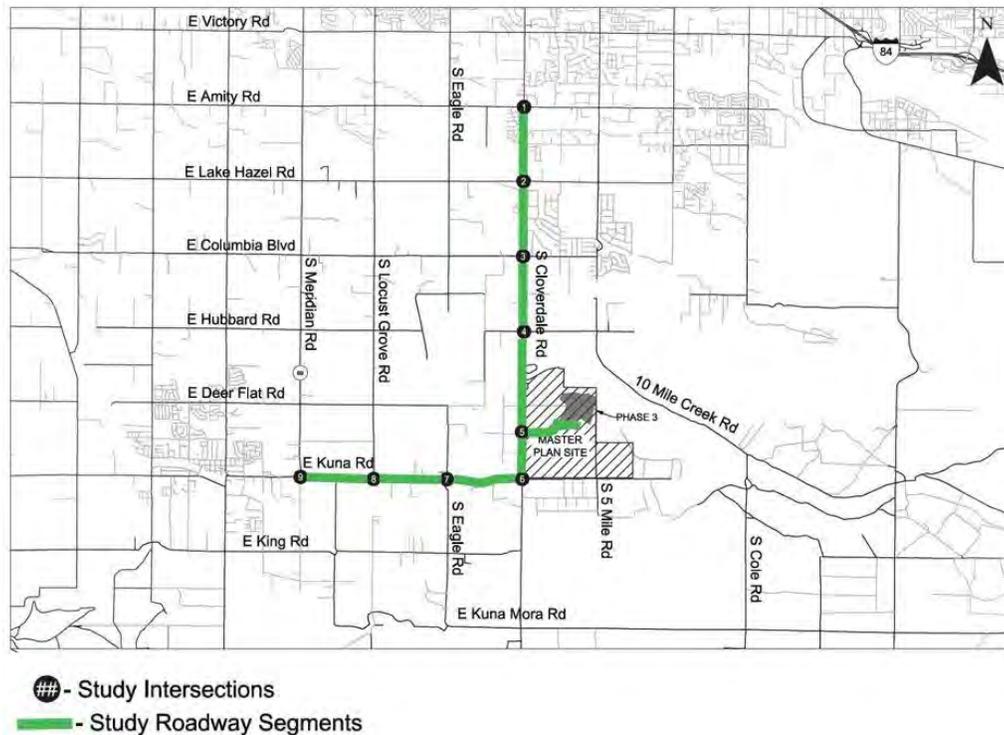
- Cloverdale Road is scheduled in the IFYWP to be widened to 5-lanes from Lake Hazel Road to Amity Road with the design year in 2023 and construction in the future.
- Coverdale Road is scheduled in the IFYWP to be widened to 5-lanes from Amity Road to Victory Road.
- The intersection of Lake Hazel Road and Cloverdale Road is scheduled in the IFYWP to be widened to 5-lanes and signalized in 2024.
- The intersection of Amity Road and Cloverdale Road is scheduled in the IFYWP to be constructed as a multi-lane roundabout with 4-lanes on the north leg, 4-lanes on the south, 2-lanes east, and 2-lanes on the west leg, in 2025.
- Cloverdale Road is listed in the CIP to be widened to 5-lanes from Columbia Road to Lake Hazel Road between 2036 and 2040.

- Cloverdale Road is listed in the CIP to be widened to 5-lanes from Kuna Road to Deer Flat Road between 2036 and 2040.
 - Cloverdale Road is listed in the CIP to be widened to 5-lanes from Deer Flat Road to Hubbard Road between 2036 and 2040.
 - Deer Flat Road is listed in the CIP to be constructed as a new 3-lane rural arterial roadway from Eagle Road to Cloverdale Road between 2036 to 2040.
 - The intersection of Columbia Road and Cloverdale Road is listed in the CIP to be constructed as a multi-lane roundabout with 4-lanes on the north leg, 4-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.
 - The intersection of Deer Flat Road and Cloverdale Road is listed in the CIP to be constructed as a multi-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.
 - The intersection of Hubbard Road and Cloverdale Road is listed in the CIP to be constructed as a single-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg, between 2036 and 2040.
- 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 Cloverdale Road as a Level 3 facility that will be constructed as part of a future ACHD project.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 2,483 vehicle trips per day; 246 vehicle trips per hour in the PM peak hour, based on the traffic impact study.
2. **Traffic Impact Study**
Kittelsohn & Associates prepared a traffic impact study for the proposed Falcon Crest Golf Villages. The executive summary of the findings **as presented by Kittelsohn & Associates** 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.



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 recommends mitigation measures for the following intersections and roadway segments to mitigate the existing traffic, 2025 background and total traffic conditions. The percentage of site generated traffic under total traffic conditions (2025) in the PM peak hour is provided in parenthesis.

Intersections:

- Cloverdale Road/Amity Road (3.3%)
 - Westbound right-turn lane for existing traffic, 2025 background and 2025 total traffic conditions
 - Southbound right-turn lane for 2025 background and 2025 total traffic conditions

This intersection is located offsite and is listed in ACHD’s IFYWP to be constructed as a multi-lane roundabout in 2025. The TIS recommends the construction of a westbound right-turn lane to accommodate existing traffic, 2025 background and 2025 total traffic conditions, and the construction of a southbound right-turn lane for 2025 background and 2025 total traffic conditions. However, the mitigation at this intersection is infeasible due to the right-of-way constraints. 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.

- Cloverdale Road/Lake Hazel Road (5.2%)
 - Westbound right-turn lane for existing traffic, 2025 background and 2025 total traffic conditions

This intersection is located offsite and is listed in ACHD’s IFYWP to be widened to 5-lanes in 2024. 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.

- SH-69/Kuna Road (2.2%)
 - Restripe the center median on SH-69 to provide a two-stage left-turn movement from Kuna Road onto SH-69 for existing traffic, 2025 background and 2025 total traffic conditions

This intersection is located offsite and is not scheduled for improvements in ACHD's IFYWP or CIP. Consistent with ACHD policy, a signal warrant analysis was completed for this intersection. The intersection analysis found that this intersection meets the 8 and 4 hour peak hour warrants. Additionally, consistent with ACHD's Alternative Mitigation Measures policy, the applicant submitted a shoulder hour analysis and found that the northwest bound left-turning movement is anticipated to exceed ACHD's acceptable level of service planning threshold in the shoulder PM peak hour for 2025 total traffic conditions. Under this policy 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 ACHD to offset impacts from the project.

The TIS notes the intersection will meet ACHD's acceptable level of service planning threshold with the restriping of the center median on SH-69 to provide a two-stage left-turn movement from Kuna Road onto SH-69. However, SH-69 is under the jurisdiction of ITD. The applicant should work with the City of Kuna and the Idaho Department of Transportation (ITD) to determine if additional improvements are necessary on SH-69 and at the intersection of SH-69 and Kuna Road. In addition, the proposed site 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, 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.

- Cloverdale Road/Columbia Road (13%)
 - Signal Warrant analysis indicated that the intersection meets warrants for 2025 total traffic

The intersection of Cloverdale Road/Columbia Road is anticipated to operate at an acceptable level of service planning threshold under 2025 total traffic conditions; however, the southbound left through-right lane group is expected to operate at a LOS F in the PM peak hour. Because of this and consistent with ACHD policy, a signal warrant analysis was completed for this intersection. The intersection analysis found that the intersection meets the 8 and 4 hour peak hour warrants.

The intersection is located offsite and is scheduled as a funded project in ACHD's CIP to be constructed as a multi-lane roundabout between 2036 and 2040. The TIS notes that an interim 3 X 3 traffic signal will be required beyond buildout of this development. However, staff believes this improvement may be necessary sooner than anticipated in the traffic impact study.

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 Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, 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 200th 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 Cloverdale Road/Columbia 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 200th 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 CIP.

Roadways:

The TIS indicates that all roadway segments in the study area are expected to operate at an acceptable level of service planning threshold during the existing AM and PM peak hours under existing traffic conditions with the exception of Cloverdale Road from Amity Road to Lake Hazel Road.

- Cloverdale Road from Lake Hazel Road to Amity Road (4.6%)
 - Widened to five lanes for existing traffic, 2025 background and 2025 total traffic conditions

The roadway segment of Cloverdale Road from Lake Hazel Road to Amity Road is located off-site. The TIS recommends widening Cloverdale Road to 5-lanes from Lake Hazel Road to Amity Road to accommodate existing traffic, 2025 background and 2025 total traffic conditions. The TIS also provided a shoulder hour analysis and Cloverdale Road is not anticipated to operate at an acceptable level of service planning threshold for a 2-lane minor arterial roadway in the shoulder hour and recommends widening Cloverdale to 5-lanes. However, there is not enough existing right-of-way off-site to widen Cloverdale Road to 5-lanes. The roadway segment is listed in the IFYWP for improvements for design in 2023 with construction in the future. 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). In addition, the proposed site traffic on this roadway segment 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, 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 on this for this segment of Cloverdale Road.

- Cloverdale Road from Columbia Road to Lake Hazel Road (10%)
 - Continuous center left-turn lane under 2025 background and 2025 total traffic conditions

The roadway segment of Cloverdale Road from Columbia Road to Lake Hazel Road is located off-site. The TIS recommends a continuous left-turn lane on this segment of Cloverdale Road to accommodate 2025 background and 2025 total traffic with 172 residential units. The roadway segment is listed as a funded improvement in ACHD's CIP to be widened to 5-lanes from Columbia Road to Lake Hazel Road between 2036 and 2040. 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 northbound and southbound center left-turn lane at the Cloverdale Road/Hidden Valley Street intersection, a northbound center left-turn lane at the Cloverdale Road/Links Street

intersection and a northbound center left turn-lane at the Cloverdale Road/Lake Hazel Road signalized intersection; therefore, no mitigation should be required for this segment of Cloverdale Road.

Site Access Evaluation

- Access to the development from Cloverdale Road will be via the south leg of an internal central roundabout to be constructed with Robinhood Subdivision, located approximately 1,220-feet east of Cloverdale Road.
- A new collector roadway, Harrier Drive, is proposed to intersect the Golf Course Access Road (Tiercel Drive) located approximately 2,250-feet east of Cloverdale Road.
- A new local street, Cabot Cliffs Way, is proposed to intersect the proposed collector roadway, Harrier Drive, located approximately 1,016-feet east of the Golf Course Access Road (Tiercel Drive).

The TIS notes the site access intersections are anticipated to operate at an acceptable level of service planning threshold during the existing AM and PM peak hours under 2025 total traffic conditions.

The TIS recommends that delineated approach signage for golf cart crossings should be provided for the 4 proposed crossings on the proposed local public street within the site.

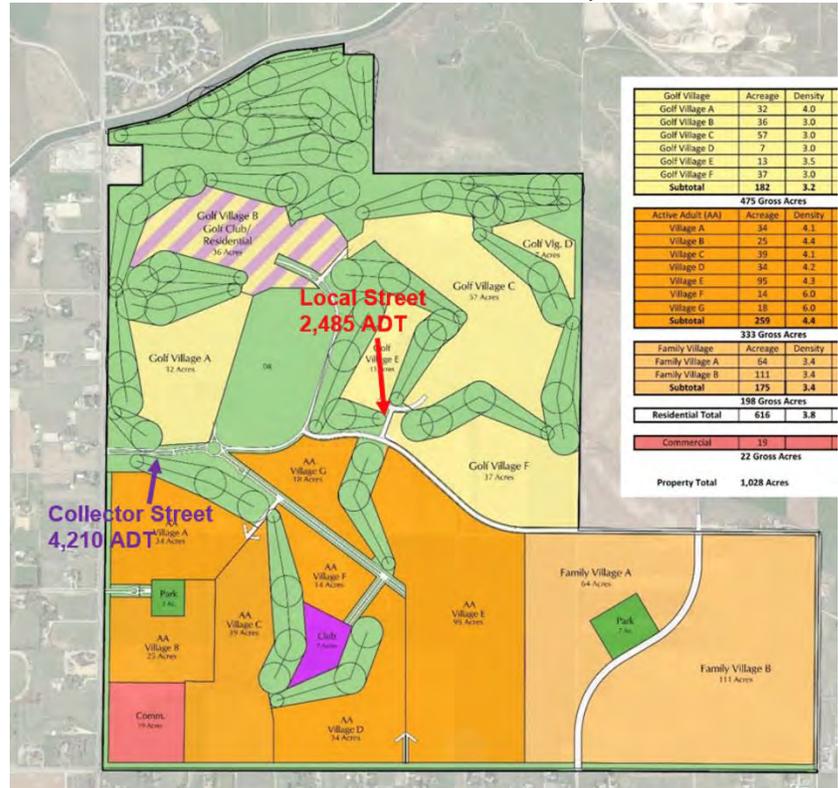
Turn Lane Analysis

The TIS notes that the current two-way left-turn lane on Cloverdale Road at the intersection with the Golf Course Access Road (Tiercel Drive) should be widened and lengthened as required in the TIS completed with Robinhood Subdivision (Falcon Crest Master Plan Phase 2). The widening and lengthening of the two-way left-turn lane on Cloverdale Road at the intersection with the Golf Course Access Road (Tiercel Drive) was required by ACHD as part of Robinhood Subdivision; therefore, no additional improvements are required.

Traffic Volume Threshold Evaluation

The TIS notes that the following roadways will exceed ACHD's average daily traffic thresholds:

- Golf Course Access Road (Tiercel Drive), a private road currently under construction to be converted to a public collector roadway is anticipated to exceed the allowable 3,000 average daily vehicle trips threshold for maximum traffic on one access. The TIS indicates that Tiercel Drive will exceed the maximum forecast of 3,000 average daily trips threshold with the addition of 36 units in Phase 3 if Falcon Crest Phase 1 and Robinhood Subdivision Phase 2 are fully constructed, or 89 units in Phase 3 if all three phases are built out concurrently. Additionally, the TIS states the next phase of the development will extend the proposed east/west collector, Harrier Drive, to the east and provide local street connectivity to the Kuna Road/Five Mile Road intersection.
- Cabot Cliffs Way, the proposed local street entrance to the site, is anticipated to exceed the allowable 2,000 average daily vehicle trips threshold if the proposed development has one access to a public street that is a local street. The TIS states that if the local street entrance remains as proposed, that 224 units can be constructed before exceeding the allowable 2,000 average daily trips planning threshold. ACHD's Maximum Traffic on One Access policy allows up to 1,000 trips per day on a local street with only 1 access. This is further discussed in Finding 6 below.



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
Cloverdale Road Amity Road to Lake Hazel Road	None	Minor Arterial	871	"F"
Cloverdale Road Lake Hazel Road to Columbia Road	None	Minor Arterial	442	Better than "E"
Cloverdale Road Columbia Road to Hubbard Road	None	Minor Arterial	266	Better than "E"
Cloverdale Road Hubbard Road to Falcon Crest	None	Minor Arterial	205	Better than "E"

Cloverdale Road Falcon Crest to Kuna Road	None	Minor Arterial	187	Better than "E"
Kuna Road Cloverdale Road to Eagle Road	None	Minor Arterial	226	Better than "E"
Kuna Road Eagle Road to Locust Grove Road	None	Minor Arterial	257	Better than "E"
Kuna Road Locust Grove Road to Meridian Road	None	Minor Arterial	382	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

4. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Cloverdale Road south of Amity Road was 10,147 on January 30, 2019.
- The average daily traffic count for Cloverdale Road south of Lake Hazel Road was 8,089 on August 27, 2019.
- The average daily traffic count for Cloverdale Road south of Columbia Road was 5,441 on February 25, 2020.
- The average daily traffic count for Cloverdale Road south of Hubbard Road was 3,317 on November 28, 2018.
- The average daily traffic count for Cloverdale Road north of Kuna Road was 3,562 on September 29, 2020.
- The average daily traffic count for Kuna Road east of Eagle Road was 3,391 on January 29, 2019.
- The average daily traffic count for Kuna Road east of Locust Grove Road was 3,756 on November 10, 2017.
- The average daily traffic count for Kuna Road east of SH-69 was 4,857 on July 17, 2019.

C. Findings for Consideration

1. Cloverdale Road/Columbia Road

The TIS notes that an interim 3 X 3 traffic signal will be required beyond buildout of this development. However, staff believes this improvement may be necessary sooner than anticipated in the traffic impact study.

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 Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, 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 200th 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 Cloverdale Road/Columbia 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 200th 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 CIP.

2. Tiercel Drive

a. Existing Conditions: No public streets exist internal to the site.

As part of the approval of Robinhood Subdivision, Tiercel Drive, a private roadway, is currently under construction as a public collector road, shown in red, with a single lane roundabout at the terminus of Tiercel Drive. Tiercel Drive intersects Cloverdale Road located 235-feet north of Cutting Horse Drive and provides access to Falcon Crest Golf Course.



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.

- c. **Applicant Proposal:** The applicant is proposing to construct the golf course access road, Tiercel Drive, abutting the site as a 36-foot wide collector street section with vertical curb, gutter and a 7-foot wide planter strip within 50-feet of right-of-way and 8-foot wide detached concrete sidewalk located outside of the right-of-way.
- d. **Staff Comments/ Recommendations:** The applicant's proposal to construct the golf course access road, Tiercel Drive, abutting the site, as a 36-foot wide collector street section meets District policy and should be approved, as proposed. The applicant's proposal to construct 8-foot wide detached concrete sidewalks exceed ACHD policy and should be approved, as proposed. If street trees are desired, then an 8-foot wide planter strip should be provided.

The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

Golf cart path crossings on Tiercel Drive are prohibited.

3. Maximum Traffic on One Access-Tiercel Drive

- a. **Applicant's Proposal:** The applicant is proposing to construct the 3rd phase of the Falcon Crest Master Planned Community with only one access to the site via Tiercel Drive.
- b. **Staff Comments/Recommendations:** The average daily trip (ADT) policy threshold that has one access to a public street that is classified a collector is typically 3,000 ADT. As noted in the TIS, Tiercel Drive will exceed ACHD's allowed maximum forecast ADT of 3,000 with the addition of 36 units in addition to full buildout of Falcon Crest Phase 1 and Robinhood Subdivision Phase 2, or 89 units if all three phases are built out concurrently. Therefore, staff recommends the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive, to the east and construct Five Mile Road from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road prior to ACHD's signature on the final plat that contains the 100th lot. Or, as an alternative, the applicant may stop final platting until the secondary public street access is available to Kuna Road. See Finding # 4 and #6 for Five Mile Road and Harrier Drive off-site requirements.

4. Off-Site—Five Mile Road and Harrier Drive

a. Policy:

Off-Site Streets Policy (Arterial): 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.

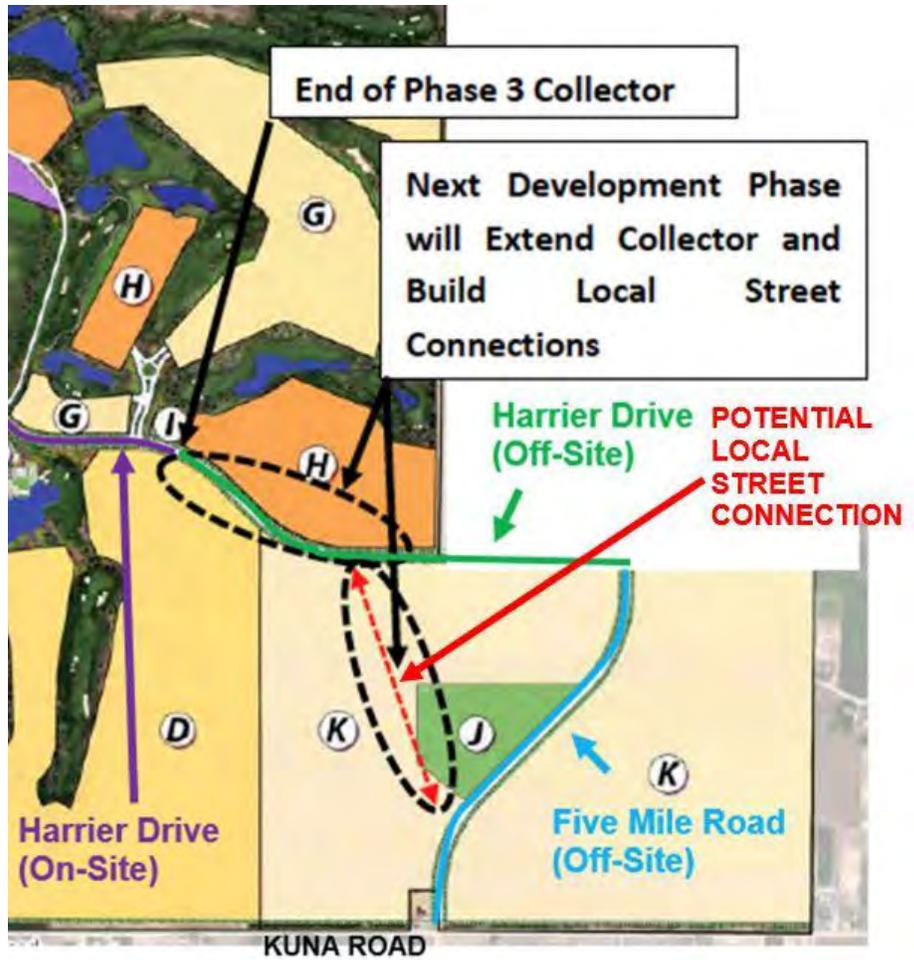
Off-Site Streets Policy (Collector): District Policy 7206.2.3 states that if the proposed development is not served by a public street that is fully improved to urban standards (curb, gutter, sidewalk) or a minimum 30-feet of pavement, then the developer shall provide 30-feet of pavement with 3-foot wide gravel shoulders from the site to the public street specified by the District; OR the developer 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 a public street specified by the District.

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); 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.

- b. Staff Comments/Recommendations:** As noted in the TIS, Tiercel Drive is anticipated to exceed ACHD’s threshold of 3,000 vehicle trips per day on a single access point. To ensure that Tiercel Drive does not exceed the ADT threshold of 3,000 vehicle trips per day, the applicant should be required to provide an updated traffic count for Tiercel Drive when 133 lots are platted in the Falcon Crest Golf Villages, as this coincides with Phase 4 of the preliminary plat.

If the 3,000 trip threshold has been met, then the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive, shown in green to the east and construct Five Mile Road, shown in blue, from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road with 30-feet of pavement plus a 3-foot gravel shoulder. Or as an alternative to constructing the collector/arterial roadways previously described, the applicant may construct a secondary access onto Kuna Road with connection through a collector or local roadway system between Kuna Road and Harrier Drive to provide secondary public street access. The applicant may stop final platting until the secondary access is constructed on Kuna Road.

These roadways should be constructed prior to ACHD's approval of any additional final plats. Submit plans for review and approval for the improvements to Five Mile Road and the offsite portion of Harrier Drive and other local streets that provide secondary public street access. ACHD may also recommend to the City of Kuna that they withhold certificates of occupancy for single family residential units until the secondary access has been constructed.



5. Harrier Drive (On-site)

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 Rural Collector. The new collector roadway should intersect Cloverdale Road located at the half mile between Kuna Road and Deer Flat Road and continue through the property stubbing to the east.

- c. **Applicant Proposal:** The applicant is proposing to construct the east/west collector roadway, Harrier Drive, located at the site's south property line to intersect the Golf Course Access Road (Tiercel Drive) as a 36-foot wide collector street section with vertical curb, gutter an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way.
- d. **Staff Comments/Recommendations:** The applicant proposal to construct the east/west collector roadway located at the site's south property line to intersect the Golf Course Access Road (Tiercel Drive) as a 36-foot wide collector street section with vertical curb, gutter, an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way meets District policy and should be approved as proposed.

The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

6. Private Roads

- a. **Existing Conditions:** There are no roadways within the site.

- b. **Policy:**

Average Daily Traffic (ADT): District policy 7207.3.1 states that ADT on new and existing local streets should typically be less than 2,000. This ADT applies to both existing and new streets. For new streets that are stubbed to connect to adjacent land that is not fully developed, the

allowable ADT for the new street will typically be no more than 1,000 ADT, to accommodate future additional traffic from the adjacent land, depending on the size of the adjacent undeveloped land. When stub streets are connected and properties fully developed, local streets should not exceed 2,000.

In developed areas where streets already exceed 2,000 ADT or are close to exceeding 2,000 ADT, the Commission may grant approval to exceed the 2,000 ADT based on existing zoning of undeveloped properties or infill development. The Commission may also consider the need for additional roadway improvements or traffic calming to mitigate the additional traffic if necessary.

The ADTs listed above are desirable planning thresholds for local streets, not roadway capacities. Actual roadway capacities are much higher than the planning thresholds.

Maximum Traffic on One Access: District policy 7207.3.3 states that if a proposed development only has one access to a public street that is a local street, or if it proposes to extend public streets from existing development with only one local street access to the public street system, the maximum forecast ADT to be allowed at any point on a local street access is 1,000 and is subject to fire department requirements for the provision of a secondary access. This volume may be reduced or increased based on information received from the lead land use agency, the applicable fire department, and/or emergency services. The District will also take into consideration the following items when determining whether or not to reduce or increase the maximum allowable ADT: railroad crossings, canal crossings, topography (foothills vs. flat land), pedestrian connectivity, location of schools, etc.

Private Road Policy: District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

c. Applicant Proposal: The applicant is proposing to construct public local streets throughout the site. The entrance roadway, Cabot Cliffs Way, is noted in the TIS to generate 2,485 average daily trips. The applicant did not propose to construct any stub streets to the adjacent parcels.

d. Staff Comments/Recommendations: The applicant's proposal to construct public local streets throughout the site and construct a local street entrance that is anticipated to generate 2,485 ADT does not meet District Maximum Access on One Access and Average Daily Traffic policies and should not be approved as proposed. New developments with only one access from a local street are allowed to have a maximum forecast of 1,000 average daily trips (ADT). The applicant's proposal to construct 1 new local street to provide access to this site with an anticipated ADT of 2,485 trips exceeds ACHD policy and exceeds the allowable ADT on new local streets, which is 1,000 trips or less per day. Additionally, there is no connectivity (stub streets) to the surrounding parcels providing little to no public benefit.

Therefore, staff recommends that the applicant be required to construct private roadways within the site.

If the City of Kuna approves the private roads, the applicant shall be required to pave the private roadways their full widths and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to

revise and resubmit the preliminary plat to provide public standard local streets in these locations.

Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

If the City of Kuna does not approve the use of private roads, then the site will need to be redesigned to limit the total buildable lots to 100 to stay within ACHD's policy thresholds for new public street with one access or to provide secondary public street access to the site.

7. Stub Streets

a. **Existing Conditions:** There is one collector street, Tiercel Drive, that is currently under construction and will stub to the site's west property line.

b. **Policy:**

Stub Street Policy: District policy 7206.2.4.3 (collector)/ 7207.2.4.3 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7206.2.4 (collector)/ 7207.2.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policy 7206.2.4.4 (collector)/ 7207.2.4.4 (local) requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. **Applicant Proposal:** The applicant is proposing to construct Harrier Drive to stub to the site's east property line located approximately 3,647-feet north of Kuna Road (measured centerline-to-centerline).

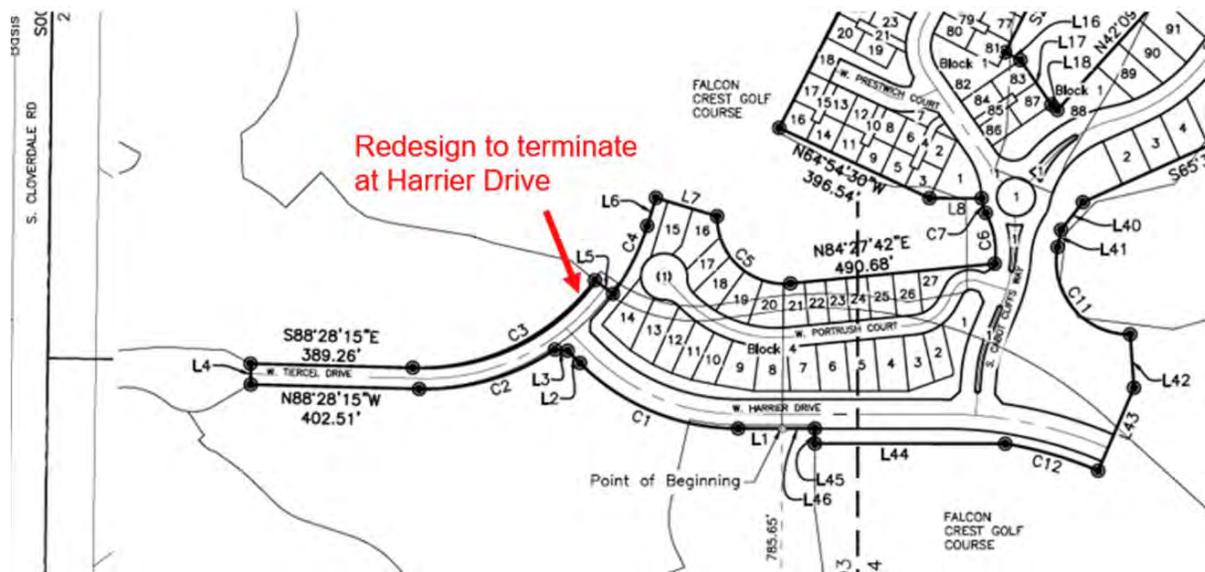
The applicant is proposing to extend Tiercel Drive into the site to stub to the site's northwest property line located 2,170-feet east of Cloverdale Road.

The applicant has proposed to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the Tiercel Drive/Harrier Drive intersection.

- d. **Staff Comments/Recommendations:** The applicant's proposal to construct Harrier Drive to stub to the site's east property line located approximately 3,647-feet north of Kuna Road meets District policy and should be approved as proposed. The applicant should be required to install a sign at the terminus of the stub street stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENED IN THE FUTURE."

The applicant should be required to construct a temporary cul-de-sac turnaround at the terminus of Harrier Drive, as it extends greater than 150-feet in length. The temporary cul-de-sac turnaround should be paved with a minimum 50-foot turning radius. If the temporary turnaround extends onto a buildable lot, the entire lot shall be encumbered by an easement and identified on the plat as a non-buildable lot until the street is extended.

The applicant's proposal to extend Tiercel Drive into the site and to stub to the site's northwest property line should not be approved, as proposed. Tiercel Drive is not proposed to be extended further into site as part of future phases; therefore, the applicant should redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street. To ensure there is a clear distinction between the terminus of the public street and the extension of the private road, the applicant's proposal to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the intersection should be approved, as proposed.



8. 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.

9. 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.

10. Other Access

Tiercel Drive and Harrier Drive are classified as collector roadway. Direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 200th building lot or with the review of a full TIS for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that improvements are needed, 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 200th 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 Cloverdale Road/Columbia 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 200th 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 CIP.

2. Provide an updated traffic count for Tiercel Drive when 133 lots are final platting.
3. If there are more than 3,000 trips on Tiercel Drive, then construct secondary public street access to the site by constructing the off-site portion of Harrier Drive to the east and construct Five Mile Road from Kuna Road to intersect Harrier Drive with 30-feet of pavement plus a 3-foot gravel shoulder (See image C4b). Or construct a secondary access onto Kuna Road with connection through a collector or local roadway system north to Harrier Drive, as conceptually shown on page 14 above. As an alternative, the applicant may stop final platting until the secondary access is constructed to provide access to Kuna Road.

ACHD may also recommend to the City of Kuna that they withhold certificates of occupancy for single family residential units until the secondary public street access has been constructed.

4. Construct Tiercel Drive, abutting the site, as a 36-foot wide collector street section with vertical curb, gutter and a 7-foot wide planter strip within 50-feet of right-of-way and 8-foot wide detached concrete sidewalk located outside of the right-of-way. If street trees are desired, then provide an 8-foot wide planter strip. The applicant may reduce the right-of-way width to 2-feet behind back of

curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.

5. Construct Harrier Drive, abutting the site's south property line as a 36-foot wide collector street section with vertical curb, gutter, an 8-foot wide planter strip and 5-foot wide detached concrete sidewalk within 70-feet of right-of-way. The applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk.
6. Construct private roadways within the site. Internal public streets are not approved as part of this application.
7. Construct one new private road to intersect Harrier Drive located 1,016-feet east of Tiercel Drive. Pave the private roadway its full width and at least 30-feet into the site beyond the edge of pavement of Harrier Drive.
8. Install street name and stop signs for the private roadways. The signs may be ordered though the District. Verification of the correct, approved name of the road is required.
9. Locate a gate or keypad (whichever is closer) a minimum of 50-feet from the near edge of the roadway of Harrier Drive and an on-site turnaround shall be provided.
10. If the City of Kuna does not approve the construction of private roads, then resubmit a revised preliminary plat to ACHD for review and approval. The revised preliminary plat shall be redesigned to limit the total buildable lots to 100 to stay within ACHD's policy thresholds for new public streets with one access or to provide secondary public street access to the site.
11. Construct one stub street to the east, Harrier Drive located 3,647-feet north of Kuna Road. Construct a temporary paved cul-de-sac turnaround at the terminus of Harrier Drive with a minimum 50-foot turning radius. If the temporary turnaround extends onto a buildable lot, the entire lot shall be encumbered by an easement and identified on the plat as a non-buildable lot until the street is extended.
12. Install a sign at the terminus of the stub street, Harrier Drive, stating that, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENED IN THE FUTURE."
13. Redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street (See Image C7d). Construct a bulb-out with a minimum of 24-feet of pavement (face-of-curb to face-of-curb) and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the Tiercel Drive/Harrier Drive intersection to clearly delineate the transition from the public street to the private street.
14. 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.
15. Payment of impact fees is due prior to issuance of a building permit.
16. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

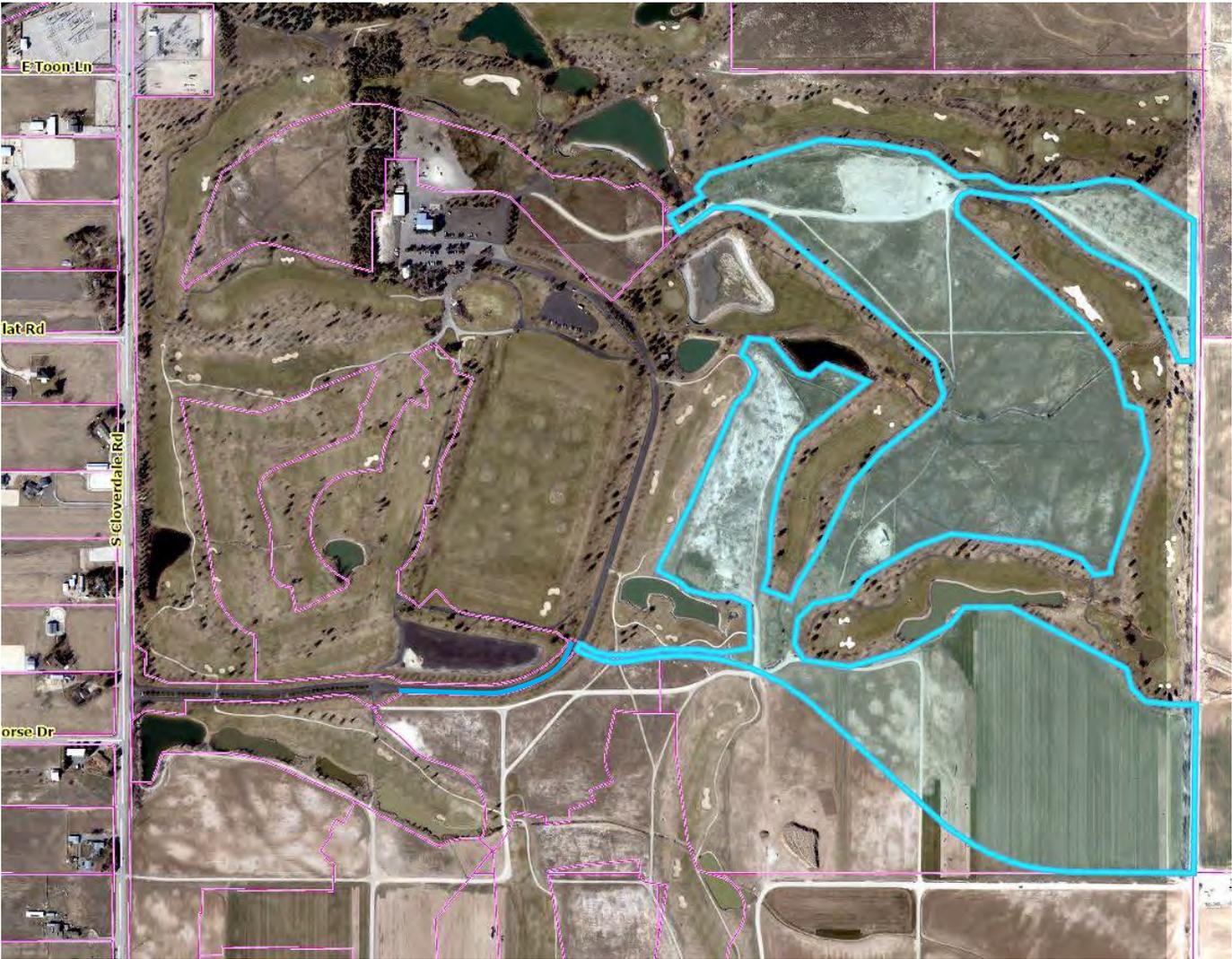
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Site Plan
3. TIS Executive Summary
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

VICINITY MAP



SITE PLAN

Line #	Length	Radius	Bearing	Chord Bearing	Chord Length
C1	420.44	535.00	45°00'00"	N67°27'42"W	409.47
C2	343.23	595.00	59°28'00"	S73°48'41"W	337.81
C3	501.22	525.00	54°42'00"	S64°10'40"E	482.40
C4	183.00	305.00	16°53'55"	N26°36'58"E	182.23
C5	288.64	160.00	36°11'50"	S47°28'18"E	226.16
C6	125.27	200.00	32°53'15"	N10°05'28"N	123.25
C7	38.98	82.00	25°49'21"	N15°07'25"W	36.84
C8	118.00	637.50	0°17'14"	S88°26'09"E	117.89
C9	100.24	497.50	1°23'13"	S62°40'04"E	100.04
C10	186.22	196.28	64°51'02"	S56°31'58"W	176.53
C11	310.64	175.00	101°46'15"	S29°39'32"E	271.59
C12	230.02	981.00	14°37'38"	N73°44'18"W	231.64

L43	S27°19'33"W	192.36
L44	S89°57'42"W	455.01
L45	N02°02'18"E	16.00
L46	N89°57'42"W	77.72

SMALLEST LOT: 4,613 S.F.
EXISTING ZONES: R-5, R-12

SHEET INDEX

SHEET NUMBER	SHEET TITLE
PP-01	BOUNDARY AND PROJECT INFORMATION
PP-02	SURROUNDING LAND USE AND LOT TABLES
PP-03	EXISTING AND PROPOSED CONDITIONS
PP-04	EXISTING AND PROPOSED CONDITIONS
PP-05	EXISTING AND PROPOSED CONDITIONS
PP-06	EXISTING AND PROPOSED CONDITIONS
PP-07	EXISTING AND PROPOSED CONDITIONS
PP-08	EXISTING AND PROPOSED CONDITIONS
PP-09	UTILITY PLAN
PP-10	PARKING PLAN

Date of Binding: 5/24/2011
E. ELWOOD, INC.
2852 S.W. 10th St.
Tomball, TX 77375



- NOTES:**
1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD 88
 2. THE STREETS WITHIN THIS DEVELOPMENT ARE PUBLIC STREETS AND MUST MEET THE STANDARDS FOR PUBLIC STREETS WITH A MINIMUM OF 20 FEET WIDE
 3. ALL LOTS ARE RECREATIONAL BUILDING LOTS EXCEPT LOTS 1, 7, 18, BLOCK 1, LOT 1, BLOCK 2, LOTS 1, 24, 32, 34, 36, 38, BLOCK 19. THESE ARE COMMON AREA/DRIVEWAY STORAGE LOTS. LOTS 4, 24, BLOCK 3 ARE COMMON DRIVEWAY LOTS.
 4. STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A 0.5% SLOPE TO THE FALCON CREST GOLF COURSE
 5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, GAS, AND TELEPHONE
 6. THIS DEVELOPMENT WILL RECEIVE PRESSURIZED IRRIGATION FOR COMMON AREAS AND IRRIGATION FROM THE DOMESTIC MAIN SHALL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION
 7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4003 OF IGAH CODE WHICH PROVIDES THAT IF A HOMEOWNER ASSOCIATION IS FORMED OR EXPANDED THEREIN SHALL BE OR BECOME A NON-PROFIT CORPORATION AND SHALL BE INCORPORATED IN THE STATE OF IDAHO AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE HOMEOWNERS ASSOCIATION SHALL BE INCORPORATED IN THE STATE OF IDAHO
 8. DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF KUNA
 9. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF KUNA
 10. IRRIGATION UTILITIES THROUGH THE PROJECT SHALL BE PAVED WHEN NECESSARY
 11. LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJECT BY THE HOMEOWNERS ASSOCIATION
 12. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA ZONING ORDINANCE
 13. ANY RE-SUBDIVISION OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE CITY OF KUNA ZONING ORDINANCE
 14. THE OWNER SHALL COMPLY WITH IGAH CODE, SECTION 31-3805 REGARDING COMMON AREAS
 15. A STORMWATER DRAINAGE EXISTENCE SHALL BE MAINTAINED ON THE PROPERTY BY THE HOMEOWNERS ASSOCIATION AND SHALL COMPLY WITH THE CITY OF KUNA ZONING ORDINANCE
 16. THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP OF OCTOBER 2, 2003 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA

FIRE DISTRICT: KUNA FIRE DISTRICT
150 W. BOISE STREET
KUNA, ID 83634
PHONE: (208) 922-1144

SCHOOL DISTRICT: KUNA SCHOOL DISTRICT
711 E. PORTER STREET
KUNA, ID 83634
PHONE: (208) 922-1000

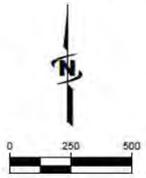
OWNER: FALCON CREST LLC
2525 N. CLOVERDALE RD.
BOISE, ID 83713

OWNER: M3 ID VALOR GOLF VILLAS LLC
100 SCOTTSDALE, AZ 85254

OWNER: FALCON CREST HOLDINGS, LLC
7033 E. GREENWAY PKWY
STE 100
SCOTTSDALE, AZ 85254

DEVELOPER: M3 COMPANIES
1087 W. RIVER STREET
SUITE 8310
BOISE, IDAHO 83702
208-939-6263
MARK TATE

LAND SURVEYOR: ROBERT L. KAZARNOFF, P.L.S.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330



EXECUTIVE SUMMARY

M3 Companies is proposing to develop Phase 3 of the Falcon Crest Subdivision, located on the east side of Cloverdale Road, between Deer Flat Road and Kuna Road, in Kuna, Idaho. Phase 3 includes the buildout of 215 single-family housing units and 64 homes targeted toward senior active adults within approximately 77 acres of land. Access is proposed via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 279 homes are located east of the access road and will be nestled within the existing golf course. This phase is labeled as Golf Villages C, D, and E in the illustration within the subdivision's master plan, provided in the *Falcon Crest Subdivision Transportation Impact Study* and Figure 2. Full buildout of Phase 3 is expected in the year 2025.

The master plan for the Falcon Crest Subdivision development will ultimately encompass approximately 567 acres and is anticipated to include approximately 1,732 active adult homes, 591 single-family houses, and some supporting commercial uses. Phase 1 has been approved for 409-unit senior active-adult residential housing units. Phase 1 includes a private roadway connection to Cloverdale Road, south of the existing Falcon Crest Golf Course access road, with a gated entrance into the development. Phase 2 has been approved and includes the buildout of 115 single-family housing units within 32 acres of land. Access will be via the existing Falcon Crest Golf Course access road, which will be improved to ACHD collector roadway standards. All 115 homes are located north of the access road and will be nestled within the existing golf course. Phases 1 and 2 have been included as background developments in this transportation impact study (TIS).

This TIS for Phase 3 of the development is in fulfillment of Falcon Crest's Site-Specific Condition of Approval #11, which requires an updated traffic impact study with each preliminary phase application.

FINDINGS

Existing Conditions

- The study evaluated five intersections during the AM and PM peak hour of a typical weekday (Tuesday – Thursday).
- All study intersections were found to operate at LOS D or better and all lane groups at V/C 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
 - **Cloverdale Road/Amity Road:** This intersection operates with a V/C ratio of 0.93 and the critical westbound-through/right lane group operates with a V/C ratio of 1.07 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). An interim mitigation is to add a westbound right-turn lane.

- **Cloverdale Road/Lake Hazel Road:** The westbound through/right movement operates at LOS F and V/C ratio of 1.05 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
- **Kuna Road/Meridian Road (SH-69):** The northwest-bound left-turning movement is projected to operate at LOS F and a V/C ratio of 1.05. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69.
- All ACHD study roadway segments operate at acceptable levels of service, with the exception of the following segment:
 - **Cloverdale Road (Amity Road – Lake Hazel Road):** Mitigation requires widening to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
- Crash data at the study intersections for the most recent five years (2015-2019) was analyzed for any existing crash trends, below are the findings:
 - Study intersections averaged less than four reported crashes per year, with no crashes reported at the Cloverdale Road & Golf Course Access Road intersection.
 - Angle crashes were the most common crash type, accounting for 48% of reported crashes, which is typical for unsignalized intersections on rural roadways.
 - There were no fatality crashes reported, however, injuries were reported in approximately 37% of crashes.

Year 2025 Background Traffic Conditions

- Year 2025 background traffic volumes were forecasted assuming buildout of Phases 1 and 2 and a 2.5% compounded annual growth rate for background traffic volumes, consistent with the growth rate used in the previous *Falcon Crest Subdivision TIS*.
- The following roadway segments and intersections are planned to be completed in the 2025 buildout year:
 - **Cloverdale Road/Amity Road:** Reconstruct the intersection as a multi-lane roundabout. (IFYWP #IN205-16, construction 2025).
 - **Cloverdale Road/Lake Hazel Road:** Widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road. (IFYWP #IN205-34, construction 2024).
 - **Cloverdale Road (Amity Road – Victory Road):** Widen to five lanes. (IFYWP #104170, construction 2025).

- Year 2025 background traffic analysis (without inclusion of site-generated trips) found that all study intersections will operate at LOS D or better and all lane groups at V/C ratio 0.90 or better during the existing weekday AM and PM peak hours, satisfying ACHD and ITD standards, with the following exceptions:
 - **Cloverdale Road/Amity Road:** Similar to existing conditions, the intersection V/C ratios exceed the ACHD thresholds. Overall intersection V/C ratios are 0.96 and 0.91 during the weekday AM and PM peak hours respectively. The critical westbound-through/right lane group operates with a V/C ratio of 1.03 during the AM peak hour. The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP). A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
 - **Cloverdale Road/Lake Hazel Road:** Similar to existing conditions, the westbound through/right movement operates at LOS F and a V/C ratio of 1.09 which exceeds 1.0 during the AM peak hour. This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34). An interim mitigation is to add a westbound right-turn lane.
 - **Kuna Road/Meridian Road (SH-69):** Similar to existing conditions, the northwest-bound left-turning movement is projected to operate at LOS F and the V/C ratio exceeds both ACHD and ITD thresholds with a V/C ratio of 1.30 in the weekday PM peak hour. No improvements to this intersection are planned in the ITD ITIP or the ACHD 2020 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. A mitigation option is to restripe the center median to provide for a two-stage left-turn movement from Kuna Road onto SH-69 which mitigates the V/C ratio but still results in the north-westbound left-turn operating at LOS E during the weekday PM peak hour.
- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segment:
 - **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing conditions, widening to five lanes is needed. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
 - **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. There are approximately 100 AM peak hour directional trips remaining on this segment. Widening to three lanes with the addition of a center turn lane is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP. It is recommended that this improvement take place sooner to maintain an acceptable level of service on this segment.

Trip Generation and Distribution

- Phase 3 of the proposed Falcon Crest Subdivision will include approximately 215 single-family housing units and 64 homes targeted toward active adults.
- Upon buildout in year 2025, the Phase 3 development is estimated to generate a total of 2,483 daily trips, 186 weekday AM peak hour trips (49 inbound / 137 outbound), and 246 weekday PM peak hour trips (154 inbound / 92 outbound).
- The distribution pattern for site-generated trips was based on a review of the roadway system, trip destinations, the COMPASS regional travel demand model area of impact modeling results, and the distribution for previous phases.

Year 2025 Total Traffic Conditions

- With the inclusion of site-generated trips, all study intersections and lane groups are expected to continue to operate acceptably with the exception of the following intersections:
 - **Cloverdale Road/Amity Road:** This intersection continues to exceed ACHD policy LOS thresholds. The westbound-through/right lane group is projected to have a V/C ratio of 1.04 and the northbound through is projected to have V/C ratio of 1.01 during the AM peak hour. Additionally, the southbound through/right lane group is projected to have a V/C ratio of 1.05 during the weekday PM peak hour. The overall V/C ratios for the intersection is projected to be 0.99 and 0.94 during the weekday AM and PM peak hours, respectively, which exceeds the ACHD policy of 0.90.
 - The intersection is projected to operate acceptably in the shoulder peak hours.
 - A westbound right-turn lane and southbound right-turn lane could be considered for an interim mitigation.
 - The intersection is planned to be improved to a multilane roundabout with construction identified in 2025 (#IN205-16) in the ACHD Integrated Five Year Work Plan (IFYWP) which mitigates the intersection.
 - The site generated traffic is estimated to be approximately 2.9 percent and 3.3 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
 - **Cloverdale Road/Lake Hazel Road:** This intersection continues to exceed ACHD policy LOS thresholds. The westbound through/right movement operates at LOS F and is projected to have a V/C ratio of 1.12 during the AM peak hour.
 - The intersection is projected to operate acceptably in the shoulder peak hours.
 - A westbound right-turn lane could also be considered for an interim mitigation.

- This intersection is planned to be widened to five lanes on Lake Hazel Road and five lanes on Cloverdale Road in 2024 in the IFYWP (#IN205-34) which mitigates the intersection.
- The site generated traffic is estimated to be approximately 4.5 percent and 5.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Kuna Road/Meridian Road (SH 69):** This intersection continues to exceed ACHD and ITD LOS thresholds. The northwest-bound left-turn lane group on Kuna Road is projected to operate at LOS F with a V/C ratio of 1.38. As described in the existing conditions summary, this intersection is estimated to meet warrants for installation of a traffic signal. The northwest-bound left-turning movement is projected to also exceed capacity in the shoulder PM peak hour.
 - The northwest-bound movement is projected to continue to exceed capacity in the shoulder peak hours.
 - With a short section of two-way-left-turn lane to allow a two-stage left-turn from Kuna Road, the intersection will meet ACHD and ITD V/C policy, but the left-turn from Kuna Road will operate at LOS F in the PM peak hour which does not meet ITD policy.
 - ITD is conducting a corridor study for SH-69 that is currently recommending an RCUT at this intersection which will eliminate the left-turn from Kuna Road and utilize a median U-turn at a location to the north to serve that movement.
 - The site generated traffic is estimated to be approximately 2.3 percent and 2.2 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
- One unsignalized intersection meets ACHD policy but operates at LOS D or worse:
 - **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the PM peak hour but is over the LOS D threshold for evaluation of signal warrants. This intersection is planned to be improved to a multilane roundabout between year 2036 and 2040 per the ACHD 2020-2040 CIP. Based on a planning-level signal warrant analysis, this intersection is estimated to meet warrants for installation of a traffic signal. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
- All ACHD study roadway segments are expected to operate at acceptable levels of service with the exception of the following segments:
 - **Cloverdale Road (Amity Road – Lake Hazel Road):** Similar to existing and background traffic conditions, widening to five lanes is needed. This segment is programmed

currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.

- This segment also does not meet the ACHD policy thresholds for the shoulder peak hours.
 - The site generated traffic is estimated to be approximately 4.2 percent and 4.6 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road (Lake Hazel Road – Columbia Road):** The segment exceeds ACHD policy volume thresholds during the AM peak hour. Widening to three lanes is required. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
- This segment does meet the ACHD policy thresholds for the shoulder peak hours.
 - The segment thresholds are approximately 100 weekday AM peak hour trips and 133 weekday PM peak hour trips above the existing traffic volumes.
 - The need for widening is estimated to occur in approximately 2023 at which time approximately 172 Phase 3 residential homes would be completed.
 - The site generated traffic is estimated to be approximately 8.6 percent and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Site Access Evaluation

- The intersection and lane groups of Cloverdale Road/Golf Course Access intersection and the two Internal Roundabouts are expected to operate acceptably with Phase 3 buildout of the site during the AM and PM peak hours.
- The daily traffic on the internal streets is projected to be under the ACHD policy thresholds with the exception of the following segments:
 - **Golf Course Access Road (Cloverdale to Phase 2 Access):** The collector roadway is expected to carry approximately 4,200 daily trips which is above the ACHD policy threshold of 3,000 daily trips on a collector that provides a single access to a development. While a secondary local street access to Cloverdale Road will be provided with Phase 1, it will be a gated access for the residents of Phase 1 and therefore is assumed to not meet the ACHD policy for a second access since it will not be available for Phase 2 and Phase 3 traffic.
 - The next phase of the development is planned to include an additional public street connection back to Kuna Road which will provide the necessary secondary access.

- The 3,000 daily trip limit is expected to occur in approximately 2022 with the addition of 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently as they are expected to occur.
- **Phase 3 Access Road:** The local road that will access Phase 3 is projected to carry the approximately 2,485 daily trips generated by this phase of the development, which is in excess of the ACHD standard of 2,000 daily trips on a local street and 1,000 daily trips on a local street being a single access to a development. Mitigation would require addition of another connection from the east-west collector to the new neighborhood. The following should be considered in determining whether a second access is necessary:
 - A secondary fire access will be provided.
 - If the Phase 3 access road remains a local street with a maximum allowable daily trip threshold of 2,000, approximately 224 units could be completed prior to reaching the daily trip threshold.
 - Given the lot sizing and target buyer of a golf course community, trips on this roadway may be lower than projected due to the assumption that all of the single family homes will be similar to a typical suburban home is likely conservative and many homes will have a lower trip generation similar to a senior detached home.
 - ACHD staff have indicated that these local roadways in Phase 3 could potentially be private streets.
- The results from the turn lane warrant analysis found the following:
 - **Cloverdale Road/Golf Course Access:** The existing southbound left-turn lane was identified in needing to be improved to meet current ACHD criteria. This improvement has already been conditioned on Phase 2 by ACHD.
- The results from the queuing analysis found that the 95th percentile queue lengths can be accommodated at the proposed site accesses, with expected queues of one vehicle.
- The intersection sight distance was reviewed, finding that intersection sight distance is available at the Cloverdale Road & Golf Course Access Road.
- The proposed Phase 3 site access is approximately 900 feet from the Golf Course Access Road which meets the ACHD access spacing on collector streets of 150 feet from stop-controlled intersections and 330 feet between local street intersections.
- A review of the site plan identified proposed golf cart path crossings of the local streets in Phase 3, some of which are near intersections and some away from intersections. Intersection sight distance should be provided at these locations and it either placing the crossings at intersections or far enough away from the intersections to be considered mid-block.

RECOMMENDATIONS

Based on the findings and conclusions, recommendations are provided for the buildout of Phase 3 of the Falcon Crest Development.

Existing (2021) Conditions Needs

- **Cloverdale Road/Amity Road:** Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2025 are not constructed.
 - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
 - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road/Lake Hazel Road:** Widen to provide a westbound right turn lane if intersection improvements planned by ACHD in 2024 are not constructed.
 - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
 - The site generated traffic is estimated to be approximately 4.5 and 5.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Kuna Road/Meridian Road (SH-69):** Addition of a center turn lane refuge area for north-westbound left-turns or signalization should be considered prior to corridor improvements by ITD.
 - The site generated traffic is estimated to be approximately 2.3 and 2.2 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
- **Cloverdale Road (Amity Road – Lake Hazel Road):** Widen to five lanes. This segment is programmed currently in the IFYWP for design in 2023 and right-of-way in 2024 and in the ACHD CIP for widening in the 2026-2030 timeframe.
 - The site generated traffic is estimated to be approximately 4.2 and 4.6 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.

Year 2025 background Conditions

- Make improvements identified under existing conditions.
- In addition to the improvements required under existing conditions the following improvements are recommended:
 - **Cloverdale Road/Amity Road:** Widen to provide an additional southbound right turn lane in addition to the westbound right turn lane required under existing conditions if intersection improvements planned by ACHD in 2025 are not constructed.
 - Due to the intersection operating acceptably in the shoulder peak hours under 2025 total traffic conditions, an alternative mitigation could be considered. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
 - The site generated traffic is estimated to be approximately 2.9 and 3.3 percent of the weekday 2025 total traffic during the weekday AM and PM peak hours, respectively.
 - **Cloverdale Road (Lake Hazel Road – Columbia Road):** Widen to three lanes if interim widening is deemed necessary. This segment is programmed to be widened to five lanes between years 2036 and 2040 in the ACHD 2020-2040 CIP.
 - The site generated traffic is estimated to be approximately 8.6 and 10.0 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.
 - The segment meets ACHD segment volume thresholds during the shoulder peak hours under 2025 total traffic conditions and therefore ACHD policy may allow for mitigation to include an improvement within the vicinity of the site as mitigation. This might include construction of pedestrian or bicycle facilities along the site frontage on Cloverdale Road. The ACHD Master Street Map identifies Level 3 bicycle facilities along Cloverdale Road which may include a buffered bicycle lane, protected bicycle lane, multi-use pathway, or cycle track.
 - **Cloverdale Road/Columbia Road:** The intersection is projected to operate acceptably at LOS E during the weekday PM peak hour but is projected to meet signal warrants based on the ACHD policy to evaluate signal warrants if LOS is D or worse. Therefore, a signal is expected to be needed beyond buildout of this project phase. The site generated traffic is estimated to be approximately 11 percent and 13 percent of the 2025 total traffic during the weekday AM and PM peak hours, respectively.

Phase 3 Site Specific Recommendations

- Golf Course Road Collector



- Plan for connection of collector system to Kuna Road as part of future phases to address the ACHD 3,000 daily trip threshold for a single collector street access.
 - The connection is needed with the addition of approximately 36 Phase 3 units in addition to full buildout of Phases 1 and 2 or 89 Phase 3 units if all three phases are built out concurrently
- Phase 3 Local Access Road
 - Coordinate with the City of Kuna and ACHD to ensure the number homes is acceptable due to the projected trips exceeding the ACHD local street threshold of 2,000. If necessary, monitor traffic volumes after completion of approximately 224 residential units to identify if the remaining homes can be completed within the 2,000 daily traffic threshold. ACHD has indicated designation as private street may also be an option.
- Cloverdale Road & Golf Course Access Road
 - Improve the existing two-way left-turn as already conditioned on Phase 2.
- Phase 3 Internal Roundabout
 - Construct the single-lane internal roundabout at its proposed location, with one entry and exit lane for each approach.
- Golf cart path crossings
 - Provide a delineated crossing with approach signage.
 - Review crossing locations with ACHD to ensure they are either at designated intersections or sufficient distance from existing intersections.
- The following recommendations have been identified to ensure adequate sight distance at site access points, the internal roundabout, and internal roadways.
 - Remove miscellaneous vegetation and potential obstructions along Cloverdale Road as necessary to obtain and maintain adequate intersection sight distance.
 - Shrubbery and landscaping near the internal intersections and the site access point should be maintained to ensure adequate sight distance.
 - If future widening occurs along Cloverdale Road, utility poles should be set back outside of the sight lines.

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.

Troy Behunin

From: Stacey Yarrington <syarrington@adacounty.id.gov>
Sent: Thursday, July 22, 2021 1:52 PM
To: Troy Behunin
Subject: RE: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Categories: Agency Comments

Troy,
Thank you for the opportunity to provide comment, however, Ada County does not have any comments on this application.
Thanks again,



Stacey Yarrington
Community & Regional Planner
Ada County Development Services
200 W. Front St., Boise, ID 83702
syarrington@adacounty.id.gov
(208) 287-7944 office
(208) 287-7909 fax

From: Troy Behunin <tbehunin@kuna.id.gov>
Sent: Tuesday, July 20, 2021 12:00 PM
To: Stacey Yarrington <syarrington@adacounty.id.gov>
Subject: [EXTERNAL] Falcon Crest Golf Villages AGENCY COMMENT 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.

Apparently this didn't like you email address. Please let me know you received this.
Thanks,
Troy

From: Troy Behunin
Sent: Tuesday, July 20, 2021 11:58 AM
To: 'A Gilman' <agilman@adaweb.net>; 'Ada County Highway District' <planningreview@achdidaho.org>; 'Adam Ingram' <adam.ingram@cableone.biz>; 'Beky Rone (Kuna USPS Addressing)' <rebecca.i.rone@usps.gov>; Bobby Withrow <bwithrow@kuna.id.gov>; 'Boise Project Board of Control' <TRitthaler@boiseproject.org>; 'Brent Moore (Ada County)' <bmoore@adacounty.id.gov>; 'Cable One TV' <cheryl.goettsche@cableone.biz>; Catherine Feistner <cfeistner@kuna.id.gov>; 'Central District Health Department' <lbadigia@cdhd.idaho.gov>; 'Charlie Butterfield (Meridian Rural Fire District)' <cbutterfield@meridiancity.org>; 'Chief Fratusco' <mfratusco@adacounty.id.gov>; 'COMPASS' <cmiller@compassidaho.org>; 'David Reinhart' <dreinhart@kunaschools.org>; 'DEQ' <BRO.Admin@deq.idaho.gov>; 'Eric Adolfsen' <eadolfsen@compassidaho.org>; 'Idaho Power Easements' <easements@idahopower.com>; 'Idaho Power Easements 2' <kfunke@idahopower.com>; 'Intermountain Gas' <bryce.ostler@intgas.com>; 'ITD'

<D3Development.Services@itd.idaho.gov>; 'J&M Sanitation' <Chad.Gordon@jmsanitation.com>; Jace Hellman <jhellman@kunalD.gov>; 'Joe Bongiorno (Meridian Deputy Fire Marshall)' <jbongiorno@meridiancity.org>; 'Judy Gerhart' <jgerhart@meridiancity.org>; 'Julie Stanley (Regional Address Management)' <Julie.R.Stanley@usps.gov>; 'Krystal Hinkle' <khinkle@kunafire.com>; 'Marc Boyer (Kuna Postmaster)' <marc.c.boyer@usps.gov>; 'Marci Horner (West Ada School District)' <horner.marci@westada.org>; 'Megan Leatherman' <mleatherman@adaweb.net>; 'New York Irrigation' <terri@nyid.org>; 'Paris Dickerson' <PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; 'Planning Manager (Ada County Development Services)' <jboal@adaweb.net>; 'Robie Reno' <rreno@kunaschools.org>; 'Stacey Yarrington' <syarrington@adacounty.id.gov>; 'TJ Lawrence' <tlawrence@kaunfire.com>

Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Everyone,

Please review the attached PDF/Request for comment about the Falcon Crest Golf Villages Preliminary plat and send relevant comments back to our office within the time frame requested.

This is tentatively scheduled for a *Sept. 28, 2021*, Commission meeting. If you need additional time, please let our office know as soon as you are able.

Thanks!

Troy

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



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



Ada County Transmittal
Division of Community and Environmental Health

- ACZ
- Boise
- Eagle
- Garden City
- Meridian
- Kuna
- Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 21-04-S

Falcon Crest Golf Village

EXHIBIT 2.24

- 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: Rowley
Date: 7/26/21

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: Falcon Crest Golf Villages (21-04-S)

Agency: Kuna

CIM Vision Category: Rural

New households: 291

New jobs: 0

Exceeds CIM forecast: No

	<p>CIM Corridor: Cloverdale Road Pedestrian level of stress: R Bicycle level of stress: R</p>	<p>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.</p>
	<p>Housing within 1 mile: 200 Jobs within 1 mile: 150 Jobs/Housing Ratio: 0.8</p>	<p>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.</p>
	<p>Nearest police station: >4 miles Nearest fire station: >4 miles</p>	<p>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.</p>
	<p>Farmland consumed: Yes Farmland within 1 mile: 947 acres</p>	<p>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.</p>
	<p>Nearest bus stop: >4 miles Nearest public school: >4 miles Nearest public park: >4 miles Nearest grocery store: >4 miles</p>	<p>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.</p>

Recommendations

This location is still in a predominately farmland area. Nearby services, such as schools, parks, grocery, and other services are likely accessed only by vehicle and there are no plans for public transportation to this location.

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>



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

July 30, 2021

By e-mail: TBehunin@Kunald.Gov

City of Kuna
751 W. 4th Street
Kuna, ID 83634

Subject: Falcon Crest Golf Villages 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.

Response to Request for Comment

July 30, 2021

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- 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.

Response to Request for Comment

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- 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.

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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 Conservation 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.

Response to Request for Comment
July 30, 2021
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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,

A handwritten signature in black ink that reads "Aaron Scheff". The signature is written in a cursive, flowing style.

Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2021AEK143

Troy Behunin

From: Scott Arellano <scott@fccnwi.com>
Sent: Monday, October 25, 2021 2:02 PM
To: TLawrence Kuna Fire; Troy Behunin
Subject: Re: FW: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Categories: Agency Comments

Good afternoon Troy,

Speaking from a State Fire Code perspective, I don't see any reason for concern with the proposed changes in section 6-3-3.

- The current Idaho Fire Code requires special approval for any dead-end roadway over 750 feet. In this scenario, Fire would require an alternative access point into any development. (IFC appendix D103.4)
- The current Idaho Fire Code requires a 96' diameter cul-de-sac beginning with dead end roads at 151'. The proposal indicates a 50' minimum radius which gives us 100' cul-de-sacs. Maybe those include the sidewalks with sloped curbs but that is generally accepted. (IFC D103.1)

Obviously TJ should chime in since he has the final say. Let me know if you would like something else.

Scott Arellano, CFM

Kuna Rural Fire District
1.208.780.9063 (cell)
1.208.629.8636 (office)

On Mon, Oct 25, 2021 at 1:31 PM T.J. Lawrence <tlawrence@kunafire.com> wrote:

This was sent to me by Troy and not sure if you have seen it.

T.J. Lawrence

Fire Chief

Kuna Rural Fire District

PO Box 607

Kuna, Idaho 83634

Station 1:(208)922-1144

Fax:(208)922-1982



From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Friday, October 22, 2021 3:06 PM
To: T.J. Lawrence <tlawrence@kunafire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

TJ,

I was wondering if you folks have comments concerning this project? I ask because the applicant was provided the following exception to the KCC code, but there is a catch. The left column is current code.... But through the Planned Unit Development process (PUD), they were approved for the changes in the right column. If you would weigh in on at least that portion of the project, we would certainly appreciate it. 😊 it will make the public hearing go better. I know they will be connecting long cul-de-sacs with EMS access. Perhaps they have already visited with you about this...?

If you have any questions, please let me know.

This is scheduled to go to the P&Z Commission on Nov 9th.

Thanks,

troy

From: T.J. Lawrence <tlawrence@kunafire.com>
Sent: Tuesday, July 20, 2021 5:45 PM
To: Troy Behunin <tbehunin@kunaid.gov>
Subject: RE: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

I did receive this. Thank you Troy

T.J. Lawrence

Battalion Chief

Kuna Rural Fire District

PO Box 607

Kuna, Idaho 83634

Station 1:(208)922-1144

Fax:(208)922-1982



From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Tuesday, July 20, 2021 12:00 PM
To: T.J. Lawrence <tlawrence@kunafire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

TJ,

Apparently this didn't like you email address. Please let me know you received this.

Thanks,

Troy

From: Troy Behunin
Sent: Tuesday, July 20, 2021 11:58 AM
To: 'A gilman' <agilman@adaweb.net>; 'Ada County Highway District' <planningreview@achdidaho.org>; 'Adam Ingram' <adam.ingram@cableone.biz>; 'Beky Rone (Kuna USPS Addressing)' <rebecca.i.rone@usps.gov>; Bobby Withrow <bwithrow@kunaid.gov>; 'Boise Project Board of Control' <TRitthaler@boiseproject.org>; 'Brent Moore (Ada County)' <bmoore@adacounty.id.gov>; 'Cable One TV' <cheryl.goettsche@cableone.biz>; Catherine Feistner <cfeistner@kunaid.gov>; 'Central District Health Department' <lbadigia@cdhd.idaho.gov>; 'Charlie Butterfield (Meridian Rural Fire District)' <cbutterfield@meridiancity.org>; 'Chief Fratusco' <mfratusco@adacounty.id.gov>; 'COMPASS' <cmiller@compassidaho.org>; 'David Reinhart' <dreinhart@kunaschools.org>; 'DEQ' <BRO.Admin@deq.idaho.gov>; 'Eric Adolfson' <eadolfson@compassidaho.org>; 'Idaho Power Easements' <easements@idahopower.com>; 'Idaho Power Easements 2' <kfunke@idahopower.com>; 'Intermountain Gas' <bryce.ostler@intgas.com>; 'ITD' <D3Development.Services@itd.idaho.gov>; 'J&M Sanitation' <Chad.Gordon@jmsanitation.com>; Jace Hellman <jhellman@kunaID.gov>; 'Joe Bongiorno (Meridian Deputy Fire Marshall)' <jbongiorno@meridiancity.org>; 'Judy Gerhart' <jgerhart@meridiancity.org>; 'Julie Stanley (Regional Address Management)' <Julie.R.Stanley@usps.gov>; 'Krystal Hinkle' <khinkle@kunafire.com>; 'Marc Boyer (Kuna Postmaster)' <marc.c.boyer@usps.gov>; 'Marci Horner (West Ada School District)' <horner.marci@westada.org>; 'Megan Leatherman' <mleatherman@adaweb.net>; 'New York Irrigation' <terri@nyid.org>; 'Paris Dickerson'

<PDickerson@idahopower.com>; Paul Stevens <PStevens@kuna.id.gov>; 'Planning Manager (Ada County Development Services)' <jboal@adaweb.net>; 'Robie Reno' <rreno@kunaschools.org>; 'Stacey Yarrington' <syarrington@adacounty.id.gov>; 'TJ Lawrence' <tlawrence@kaunfire.com>
Subject: Falcon Crest Golf Villages AGENCY COMMENT REQUEST

Everyone,

Please review the attached PDF/Request for comment about the Falcon Crest Golf Villages Preliminary plat and send relevant comments back to our office within the time frame requested.

This is tentatively scheduled for a *Sept. 28, 2021*, Commission meeting. If you need additional time, please let our office know as soon as you are able.

Thanks!

Troy

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

TBehunin@KunaId.Gov



CONFIDENTIALITY NOTICE

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

EXHIBIT 2.28**Kuna School District***Inspiring each student to become a lifelong learner and a contributing, responsible citizen.*

Dec 9, 2021

Dear City of Kuna,

Kuna School District has experienced approximately 2% growth over the last ten years. This development will generate approximately 174 additional students. Given the current approvals you have granted, we cannot serve Falcon Crest Golf Villages Subdivision given the number of developments approved within this school zone, once the area is built out, without additional bonds.

School	Capacity	Current Enrollment
Silver Trail Elementary	616	554
Fremont Middle School	660	573
Kuna / Swan Falls High	2000	1898

In the 2019 City of Kuna Comprehensive Plan approved by the City Council you state: “School facilities will expand, as needed, to keep pace with Kuna’s growing population.” In order to expand we require partnerships with the developers and most importantly, bonds. As you know, bonds in the State of Idaho require a 67% super majority to pass for school construction and expansion. We cannot legally advocate for a bond, therefore passage to keep up with growth is not in our control.

We also seek partnerships with the residential developers of this area. Few have come forward to help offset the costs associated with expansion. When those partnerships are established we will always inform the City of Kuna through an amended letter.

In the future we will write a more detailed letter with the period of Agency Comment.

Regards,

David Reinhart and Robbie Reno
School District Planners

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

**Case No. 21-04-S: Falcon Crest Golf Villages Subdivision;
Preliminary-Plat.**

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, December 14, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a **Preliminary Plat (S)** request for *Falcon Crest Golf Villages Subdivision*. Wendy Shrief of JUB Engineers on behalf of M3 Companies, requests approval to subdivide approx. 86.90 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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

*(No need to print this portion) Please publish one time on **November 24, 2021**.*

(Sent 11.12.2021)

Kuna P.O. #12652

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.

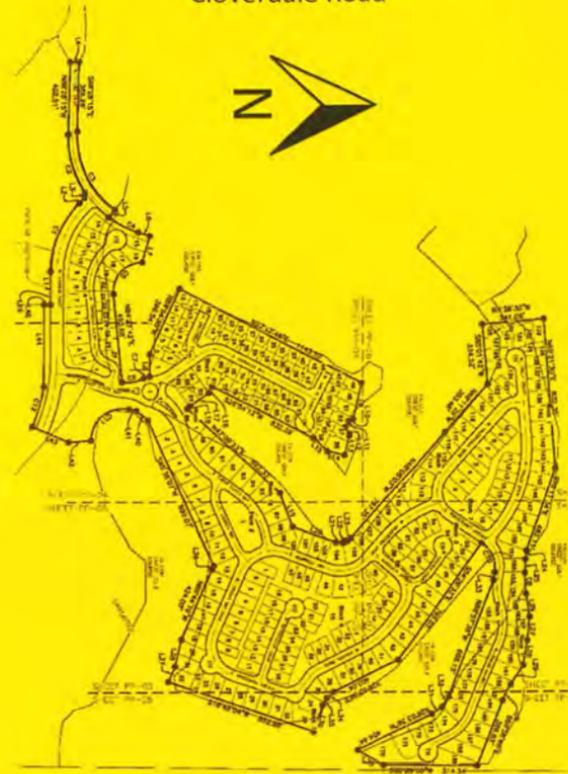


EXHIBIT 2.30

JR
11-23-21

City of Kuna

Cloverdale Road



Dear Property Owner: NOTICE IS HEREBY GIVEN the **Planning & Zoning Commission** is scheduled to hold a Public Hearing on **Tuesday, December 14, 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. 21-04-S (Preliminary Plat) Falcon Crest Golf Villages Subdivision

Wendy Shrief of JUB Engineers, on behalf of M3 Companies, requests approval to subdivide approx. 86.90 ac. into 291 residential lots & 43 common lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units Per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale & Kuna Roads, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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 **December 8, 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 11.23.2021

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

**Case No. 21-04-S: Falcon Crest Golf Villages Subdivision;
Preliminary-Plat.**

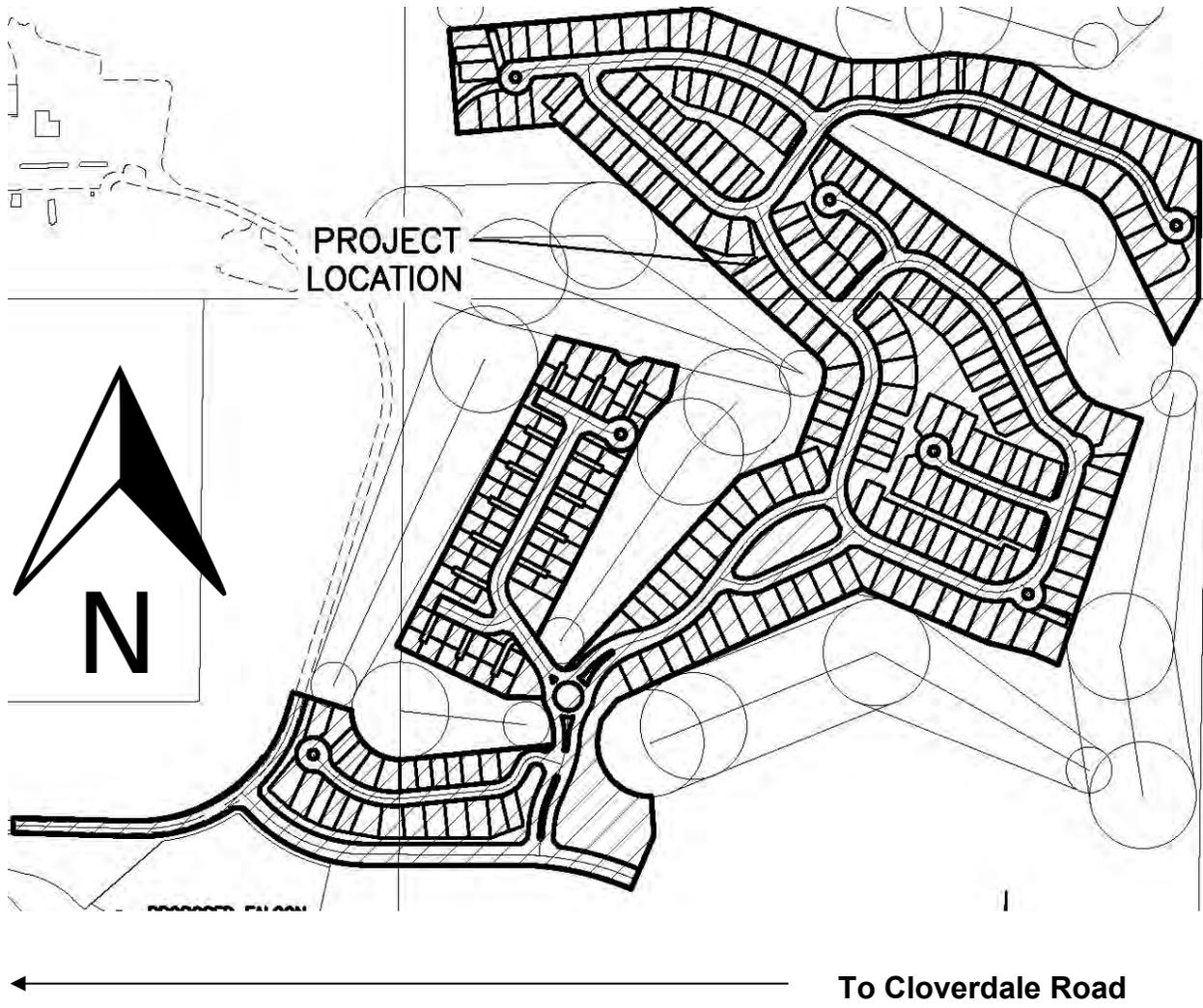
NOTICE IS HEREBY GIVEN the Planning & Zoning Commission will hold a public hearing **Tuesday, September 28, 2021, at 6:00 PM**, or as soon as can be heard; in connection with a **Preliminary Plat (S)** request for *Falcon Crest Golf Villages Subdivision*. Wendy Shrief of JUB Engineers on behalf of M3 Companies, requests approval to subdivide approx. 86.03 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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





City of Kuna
PROOF OF
PROPERTY POSTING

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

This notice shall confirm that the Public Hearing Notice for Falcon Crest Golf Village Sub
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1A-8. Sign posted Friday, October 15, 2021 (DAY OF THE WEEK, MONTH,
DATE AND YEAR). This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.

DATED this 15th day of October, 2021

Signature,

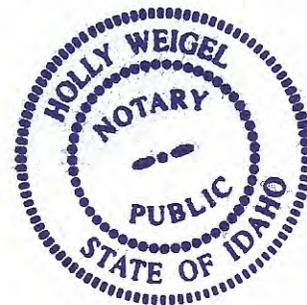
[Handwritten Signature]
Owner/Developer

STATE OF IDAHO)
County of Ada) : ss

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.

[Handwritten Signature]
Notary Public
Residing at 10902 Westgate Dr.
Commission Expires 4/5/2027



2.7	Legal Description			X
2.8	Warranty Deed One			X
2.9	Warranty Deed Two			X
2.10	Warranty Deed Three			X
2.11	Affidavit of Legal Interest			X
2.12	Neighborhood Meeting Certification			X
2.13	Subdivision Name Reservation			X
2.14	Preliminary Plat			X
2.15	UPDATED Preliminary Plat – Reflects ACHD changes.			X
2.16	Landscape Plan			X
2.17	Common Lots Maintenance Agreement (CC&R's)			X
2.18	Commitment to Post Property			X
2.19	TIS Executive Summary			X
2.20	Agency Transmittal (Request for Comments)			X
2.21	City Engineer			X
2.22	ACHD (Ada County Highway District)			X
2.23	Ada County Development Services			X
2.24	CDHD (Central District Health Department)			X
2.25	COMPASS (Community Planning Association of Southwest Idaho)			X
2.26	DEQ (Department of Environmental Quality)			X
2.27	KRFD (Kuna Rural Fire District)			X
2.28	KSD (Kuna School District)			X
2.29	P&Z Kuna Melba News			X
2.30	P&Z Land Owner Mailer			X
2.31	P&Z Website Notice			X
2.32	P&Z Proof of Property Posting			X

1.2 Hearings

1.2.1 Planning and Zoning Commission continued this item multiple times beginning September 28, 2021 and it was ultimately heard December 14, 2021. The FCO's have been requested to go to the Planning and Zoning Commission on January 25, 2022.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's December 14, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Planner III

- 1.3.1.2 Appearing for the Applicant:
Mark Tate, M3 Companies - Testified.
- 1.3.1.3 Appearing in Favor:
None
- 1.3.1.4 Appearing Neutral:
None
- 1.3.1.5 Appearing in Opposition:
Robbie Reno, Kuna School District No. 3 – 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 December 14, 2021 hearing on the Preliminary Plat for Falcon Crest Golf Villages Subdivision 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.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba Newspaper</i>	November 24, 2021

3.1.2.2 Notice for the December 14, 2021 hearing containing the description of the property proposed to be developed, was mailed on November 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 December 14, 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 19, 2021.

- 3.1.2.4** Notice for the December 14, 2021, hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards and City Website.

3.2 Findings Regarding Preliminary Plat

- 3.2.1** The land for proposed subdivision is comprised of one (1) parcel totaling approximately 38.5 acres. The parcel includes the following:

Property Owner	Parcel Size:	Current Zone:	APN:
M3 ID Valor Golf Villages, LLC	86.90	R-6 Medium Density Residential (MDR) And, R-12 High Density Residential (HDR)	S1422110300

- 3.2.2** The proposal is for a subdivision that would include 352 lots (291 residential lots, 18 common driveway lots, and 43 common lots).
- 3.2.3** The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	R-6	Medium Density Residential – Kuna City
South	R-6	Medium Density Residential – Kuna City
East	R-6 RR	Medium Density Residential – Kuna City 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 proposed Subdivision is within the Orchard Lift Station Sewage Basin which has available capacity and the sewer line is currently being extended to W Tiercel Drive. Sewer and water flow models will be required to verify pipe sizes and shall be paid by developer.

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 December 14, 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** On April 1, 2021 staff held a pre-application meeting with the Applicant and representatives from Planning and Zoning, Public Works, Parks and Recreation, ACHD, ITD, Kuna School District (KSD), Kuna Rural Fire District (KRFD) and the Kuna Police Department (KPD) were all invited to attend. The applicant held a Neighborhood Meeting on April 5, 2021, seven (7) residents attended. Meeting minutes have been included with this packet.
- 3.3.1.2** The Applicant proposes to subdivide approximately 86.90 acres into 291 Residential lots, 43 common lots and 18 common driveways. These lands were Annexed into Kuna City Limits in February 2019, with two (2) zones; R-6,

MDR, and R-12, (HDR. The overall gross density of the project is proposed at 3.38 dwelling units per acre (DUA).

- 3.3.1.3** 13.29 acres, or 15+ percent of the project, is proposed to be usable open space, including all end caps, buffers, parks, and pathways. Pathways are provided throughout the subdivision to provide pedestrian connectivity. Staff recommends additional paved walking surfaces be added to open spaces. Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:
- 3.3.1.3.1** Block 7, Lot 11 to lot 2 or 19;
 - 3.3.1.3.2** Block 56, from Portstewart Ave. to the Cul-de-sac; and
 - 3.3.1.3.3** Connect the proposed path in Block 6, to Auodlhya Street.
- 3.3.1.4** KCC 5-17-12-D requires developments with a range of 250 - 300 homes/dwelling units to devote 9.50% of the development area to useable open space; staff views the proposed open space for *Falcon Crest Golf Villages* to be in compliance with Kuna City Code (KCC). KCC requires sidewalks on collectors to be a minimum of eight (8) feet. Staff recommends detached eight (8) foot sidewalks on both sides of Tiercel and Harrier Drives as these streets will both function as Collector Roads.
- 3.3.1.5** The proposed Subdivision is within the Orchard Lift Station Sewage Basin which has available capacity and the sewer line is currently being extended to W Tiercel Drive. Sewer and water flow models will be required to verify pipe sizes and shall be paid by Developer.
- 3.3.1.6** ACHD policies do not allow for S Cabot Cliffs Way to be public due to estimated vehicle trips exceeding policy thresholds. However, the Falcon Crest PUD project was previously approved (2019; 18-04-S & 18-02-PUD) to allow for private streets on a case-by-case basis. Due to site constraints and the inability to provide a connection to neighboring parcels, ACHD will not accept streets downstream from S Cabot Cliffs Way. The Applicant shall be conditioned to construct S Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD accepts the streets.
- 3.3.1.7** KCC 6-3-3 states cul-de-sacs must be 500 feet or shorter. In 2019 (18-04-S & 18-02-PUD), the Applicants modification request of KCC 6-3-3, from 500 feet max. to 700 feet was approved. However, the approved language also requires KRFD approval & EMS access.
- 3.3.1.8** The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The Applicant will be required to ensure street lights are at a maximum spacing not exceeding 250 ft. The final location of street lights will be approved at the time of construction document review. Staff notes all streetlights must be designed and installed according to “Dark Sky” standards.
- 3.3.1.9** 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” fence in the appropriate locations. With the addition of pathways listed above, 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 meter pits, pressurized irrigation valves, and/or ACHD underground facilities. In the event that locations of landscape elements 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 final landscape and street light inspection(s). 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 and street light placement compliance prior to signature on the final plat for each phase.

3.3.1.10 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 are included in staffs report.

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. 21-04-S (Preliminary Plat), and approves Case No. 21-14-DR (Design Review), 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 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 Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.

3.3.2.1.5 The Kuna Municipal Irrigation System 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-B-22.
- 3.3.2.3** 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.
- 3.3.2.4** 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 Kuna Municipal Pressure Irrigation System of the City (KMIS).
- 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** Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code 5-17 and 6-4.
- 3.3.2.8** 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.
- 3.3.2.9** Developer is conditioned to follow ACHD's site specific conditions of approval, unless the City of Kuna's standards are stricter.
- 3.3.2.10** 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.
- 3.3.2.11** Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

- 3.3.2.12** 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.
- 3.3.2.13** Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices..
- 3.3.2.14** Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
- 3.3.2.15** 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
- 3.3.2.16** 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.
- 3.3.2.17** The Applicant shall install sod wherever the landscape plan identifies “Lawn” and provide staff an updated landscaping plan accommodating the requested change.
- 3.3.2.18** 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.
- 3.3.2.19** The Developer/Owner/Applicant shall not submit an application for final plat until the City’s Public Works Director issues a Will-Serve Letter to the applicant stating that the City’s Orchard Street Lift Station or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.
- 3.3.2.20** 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.
- 3.3.2.21** If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.
- 3.3.2.22** Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.
- 3.3.2.23** 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.

- 3.3.2.24** Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
- 3.3.2.25** Developer/Owner/Applicant shall comply with all local, state and federal laws.
- 3.3.2.26** Developer/Owner/Applicant shall provide paved surfaces for pedestrians if topography allows, for the following Lots and Blocks:
 - Block 7, Lot 11 to lot 2 or 19;
 - Block 56, from Portstewart Ave. to the Cul-de-sac; and
 - Connect the proposed path in Block 6, to Auodlhya Street.
- 3.3.2.27** Developer/Owner/Applicant shall install separated eight (8) foot sidewalks on both sides of Tiercel and Harrier Drives.
- 3.3.2.28** *It is the responsibility of the developer or their Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.*
- 3.3.2.29** *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.*
- 3.3.2.30** *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.*
- 3.3.2.31** Applicant shall construct S. Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

3.4 Other Testimony

- 3.4.1** 12/14/2021 Public Hearing – Mark Tate, M3 Companies, spoke on the history of the Falcon Crest master planned community then provided a presentation. Mr. Tate asked the Commission for a caveat on Condition 9.26 within the staff report, requesting verbiage be added stating “if topography allows” due to a severe slope and ridge. He then explained their intent to modify hole 17, and additional details about the entrance and park.
- 3.4.2** 12/14/2021 Public Hearing – Robbie Reno, Kuna School District No. 3 (KSD), explained that at time of the letter’s (from KSD) submission, the Developer had not reached out regarding discussion of a possible partnership, however, the Developer had reached out said they were scheduled to meet Friday of that week to discuss a possible partnership. He then stood for questions; there were none.

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 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 RECCOMENDING APPROVAL OF APPLICATION FOR 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:

- 6.1 That the Preliminary Plat application (Case No. 21-04-S) is recommended for Approval.

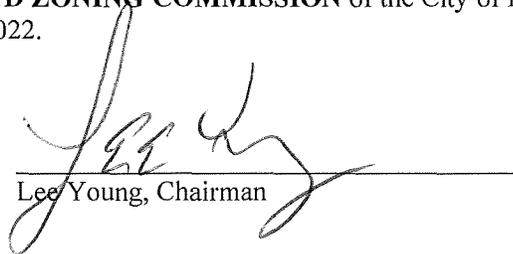
VII

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:

7.1 That the Design Review application (Case No. 21-14-DR) is hereby approved.

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 25th day of January, 2022.



Lee Young, Chairman



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 December 14, 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 00:01:02)

COMMISSION MEMBERS PRESENT:

Chairman Lee Young – Via Zoom
Vice Chairman Dana Hennis – In Person
Commissioner Stephen Damron – Absent
Commissioner Tyson Garten – In Person
Vacant

CITY STAFF PRESENT:

Bill Gigray, City Attorney – Via Zoom
Troy Behunin, Senior Planner – In Person
Jessica Reid, Planning Services Specialist – In Person

2. CONSENT AGENDA: ALL OF THE ITEMS LISTED ARE ACTION ITEMS

(Timestamp 00:01:16)

1. Regular Planning and Zoning Commission Meeting Minutes Dated November 9, 2021
2. Findings of Fact & Conclusions of Law
 1. Case No. 21-25-DR (Design Review) for the Americool Building
 2. Case No. 21-17-DR (Design Review) Rising Sun Fencing Alternative Compliance

(Timestamp 00:01:18)

Motion To: Approve Consent Agenda.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Garten

Further Discussion: None

Voting No: None

Absent: 1

Motion Passed: 3-0-1, Commissioner Damron was absent.

3. **PUBLIC HEARINGS:** ALL OF THE ITEMS LISTED ARE ACTION ITEMS

(Timestamp 00:01:33)

- A. Continued from November 9, 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 00:02:00)

Chairman Young commented Staff had requested the item be continued until a date certain of January 11, 2022 pending critical agency comments.

(Timestamp 00:02:15)

Motion To: Continue 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 to January 11, 2022.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Garten

Further Discussion: None

Voting No: None

Absent: 1

Motion Passed: 3-0-1, Commissioners Damron was absent.

(Timestamp 00:02:50)

- B. Case Nos. 21-04-S (Preliminary Plat) for Falcon Crest Golf Villages Subdivision – Troy Behunin, Senior Planner

Wendy Shrief of J-U-B Engineers, on behalf of M3 Companies, LLC, requests preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within an R-6 (Medium Density Residential) zone. (APN: S1422110300). Section 22, Township 2 North, Range 1 East.

(Timestamp 00:03:25)

Senior Planner Troy Behunin presented an overview of the proposed project and touched on additional Conditions of Approval listed within the staff report.

(Timestamp 00:07:34)

Mark Tate of M3 Companies spoke on the history of the Falcon Crest master planned community then provided a presentation (page 285 - 295 of the meeting packet). Mr. Tate asked the Commission for a caveat on Condition 9.26 within the staff report, requesting verbiage be added stating “if topography allows” due to a sever slope and ridge. He then explained their intent to modify hole 17, and additional details about the entrance and park. Mr. Tate then stood for questions.

EXHIBIT 2.34

(Timestamp 00:20:33)

Chairman Young asked a question regarding past concerns from neighboring landowners that their wells and/or water supply would be affected; he confirmed that water and sewer services would be provided by the City of Kuna and the developer would not be using wells to provide water to the future residences.

(Timestamp 00:21:12)

Mr. Tate confirmed that was correct; he explained there were existing wells which were used for Agricultural purposes and such but they had chosen to withdraw their water right request and bring domestic water in from the City of Kuna.

(Timestamp 00:22:24)

Chairman Young asked the Commission if there were any other questions; there were not. He then proceeded to open the Public Hearing.

Support:

None

Neutral:

None

Against:

1. Robbie Reno, Kuna Joint School District No. 3 (KSD), 711 E Porter Street, Kuna, Idaho, 83634 – Testify

(Timestamp 00:22:44)

As Chairman Young was attending via Zoom, Vice Chairman Hennis read the name of the only individual which had signed up to testify.

(Timestamp 00:23:02)

Robbie Reno addressed a letter dated December 9, 2021, which had been submitted to the Planning and Zoning Department (page 278 of meeting packet). Mr. Reno explained that at time of the letter's submission, the Developer had not reached out regarding discussion of a possible partnership, however, the Developer had reached out since and they were scheduled to meet Friday of that week to discuss a possible partnership. He then stood for questions; there were none.

(Timestamp 00:24:00)

Vice Chairman Hennis indicated there were no other individuals signed up to testify; he then asked if there was anything the Applicant would like to add. Mr. Tate confirmed they would be meeting and touched on the fact that a majority of the current project was 55+ communities and they would not be generating the same number of potential students as other developments.

(Timestamp 00:25:28)

Chairman Young closed the Public Hearing and the Commission proceeded into their discussion. The Chairman expressed the proposed project fit with the overall Development as well as expressing the landscaping and open space seemed adequate and consistent.

(Timestamp 00:26:45)

Vice Chairman Hennis agreed with the Chairman and additionally pointed out the good connectivity of the project. He also expressed his interest in seeing the high-end product which was proposed; he had no concerns.

(Timestamp 00:28:08)

Commissioner Garten also expressed interest in the fact the proposed project was a high-end product and that there were plans to improve the golf course.

(Timestamp 00:28:46)

Chairman Young asked if there were any other questions; being none, he asked for a Motion which also included working with the city on development of the requested pathways and possible topography issues.

(Timestamp 00:29:22)

Motion To: Recommend Approval of Case Nos. 21-04-S (Preliminary Plat) for Falcon Crest Golf Villages Subdivision with Conditions as outlined in the Staff Report, and the additional Conditions the Applicant work with the City of Kuna on pathway development dependent on topography; and the Applicant work with Kuna Joint School District No. 3 to ensure future potential students are served.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Garten

Further Discussion: None

Voting No: None

Absent: 1

Motion Passed: 3-0-1, Commissioners Damron was absent.

4. BUSINESS ITEMS:

(Timestamp 00:30:53)

- A. Case Nos. 21-06-SUP (Special Use Permit) & 21-20-DR (Design Review) for Meridian Mega Storage – Jessica Reid, Planning Services Specialist **ACTION ITEM**

Matt Sanchi of ZGA Architects, on behalf of his client Jason Papich, requests Special Use Permit & Design Review approval for an approx. 14.86-acre development which includes: Enclosed RV & self-storage; outdoor RV storage; self-storage office with second-floor living quarters; three (3) flex-space (office/warehouse) buildings; fire suppression tank/system; fencing; landscaping; and parking. The proposed project is to be completed in five (5) phases and be connected to a well & septic system until City Services are within 300 feet of the site. The subject site is located at 7370 S Meridian Road, #1 (APN: S1406325625) with a C-2 (Area Commercial) zoning designation; Section 06, Township 2 North, Range 1 East.

(Timestamp 00:31:10)

Chairman Young stated staff had requested the item be tabled to a date certain of January 25, 2022, pending critical agency comments.

(Timestamp 00:31:23)

Motion To: Table Case Nos. 21-06-SUP (Special Use Permit) & 21-20-DR (Design Review) for Meridian Mega Storage to January 25, 2022.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Garten

Further Discussion: None

Voting No: None

Absent: 1

Motion Passed: 3-0-1, Commissioners Damron was absent.

(Timestamp 00:32:05)

B. Case No. 21-33-DR (Design Review) for the Athleta Townhomes – Troy Behunin, Senior Planner ACTION ITEM

Pacific Rim Builders requests Design Review Modification approval for new townhome elevations for the Athleta Subdivision. This project is located on the northwest corner of N Ten Mile Road and W Crenshaw Street; Section 15, Township 2 North, Range 1 West.

(Timestamp 00:32:26)

Senior Planner Troy Behunin presented a history of the project and the current Design Review approval request. Mr. Behunin also addressed the fence which was currently installed against the sidewalk on N Ten Mile Road and the city's request for it to be moved or removed completely. He then stood for questions.

(Timestamp 00:34:50)

Chairman Young asked the Commission if there were any questions for staff.

Vice Chairman Hennis asked what the intention had been behind the request to remove the fence.

Mr. Behunin answered by explaining the fence was installed on the property line and was right against the sidewalk along N Ten Mile Road, which caused it to be imposing and uninviting to pedestrians.

Vice Chairman Hennis thanked Mr. Behunin.

(Timestamp 00:36:27)

Theo Hanson of Pacific Rim Builders discussed the history of the project they had purchased and the newly proposed Design Review. Mr. Hanson touched on the intent behind their design which provided the adequate square footage for a townhome and didn't cause the product to appear like an apartment, as well as their intent to sell the townhomes to individual buyers. He also expressed their intent to remove the fence along N Ten Mile Road; he then stood for questions.

(Timestamp 00:39:50)

Chairman Young and the Commission proceeded into their discussion with the Chairman expressing he felt the project was in the correct location, and the proposed design was aesthetically pleasing. He also pointed out that the plat and open spaces had not changed.

(Timestamp 00:41:05)

Vice Chairman Hennis agreed with the Chairman and felt the proposal looked good overall.

(Timestamp 00:41:46)

Commissioner Garten also agreed and was pleased the fence would be taken down.

(Timestamp 00:42:06)

Motion To: Approve Case No. 21-33-DR (Design Review) for the Athleta Townhomes with the Conditions as outlined in the Staff Report, with the additional Condition the fence along N Ten Mile Road be removed in agreement with the Applicant.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Garten

Further Discussion: None

Voting No: None

Absent: 1

Motion Passed: 3-0-1, Commissioners Damron was absent.

5. ADJOURNMENT:

(Timestamp 00:42:46)

As the Chairman saw no other items listed on the agenda, he asked staff if there were any other items to add.

(Timestamp 00:43:00)

Planning Services Specialist Jessica Reid notified the Commission there was potential that the December 28, 2021 meeting would be canceled and would let the Commissioners know as soon as it was decided.

(Timestamp 00:43:30)

Motion To: Adjourn.

Motion By: Commissioner Garten

Motion Seconded: Vice Chairman Hennis

Further Discussion: None

Voting No: None

Absent: 1

Motion Passed: 3-0-1, Commissioners Damron was absent.



Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Jace Hellman, Planning and Zoning Director
Kuna Planning and Zoning Department

Email: watersolutions@gmail.com

PETS & SUPPLIES

Pets/Pet Supplies & Equipment

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1 blue girl with papers and amazing bloodline.
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503-812-9738

Government

LEGAL NOTICE

Case Nos. 20-03-ZC & 20-06-S: Ledgestone Plaza Subdivision; Rezone & Preliminary Plat.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **February 1, 2022, at 6:00 PM**, or as soon as can be heard; in connection with a Rezone (ZC) & Preliminary Plat (S) request for Ledgestone Plaza Subdivision. Trilogy Development, Inc and Gem State Planning request to Rezone 76.03 acres from its current zoning district classification of C-1 (Neighborhood Commercial) to C-3 (Service Commercial), R-12 (High Density Residential) and R-6 (Medium Density Residential). Applicants also request to subdivide the approx. 76.03 acres into 275 total lots: 247 residential buildable lots (425 Dwelling Units); 6 Commercial buildable lots; and 22 common lots. The subject sites are located at 2400 N Meridian Road and TBD N Meridian Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418234000 and S1418233670).

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

January 12, 2022 190975

LEGAL NOTICE

Case No. 21-04-S (Preliminary Plat): Falcon Crest Golf Villages Subdivision.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, February 1, 2022, at 6:00 PM**, or as soon as can be heard; in connection with a Preliminary Plat (S) request by JUB Engineers, on behalf of M3 Companies, to subdivide approx.

and be in force from and after its passage, approval, and publication as required by law.

DATED this 4th day of January 2022.

ATTEST: CITY OF KUNA, Ada County, Idaho
Joe L. Stear, Mayor
Chris Engels, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON M3 ID RISING SUN LLC - RISING SUN SUBDIVISION NO. 1**

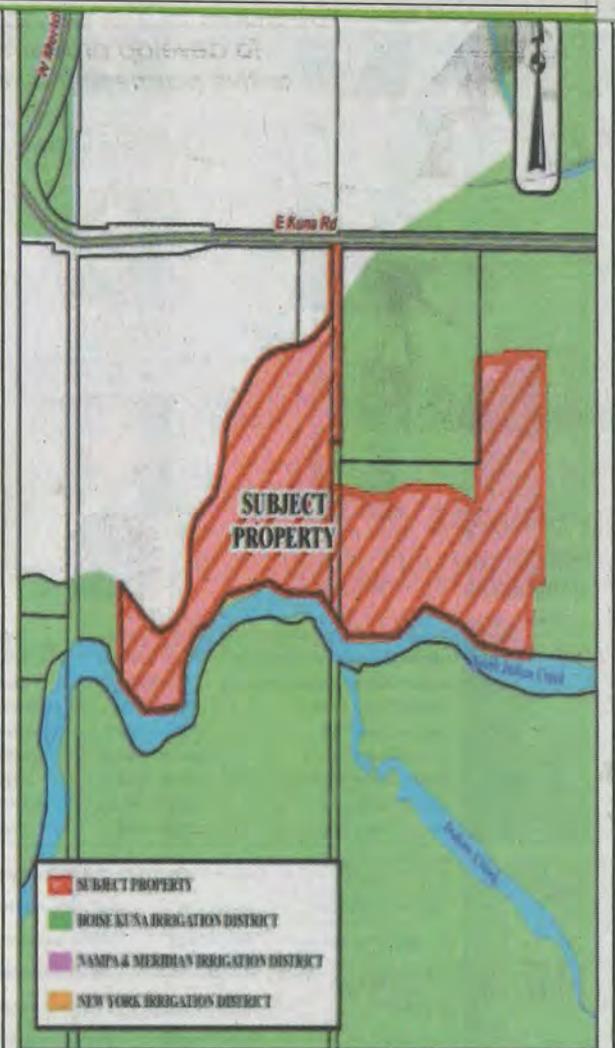
That portion of the Northwest Quarter of Section 30; Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County Idaho, particularly described as follows:

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, 363.50 feet;
Thence N 00°22'43" E, 442.21 feet;
Thence S 89°20'57" E, 126.40 feet;
Thence N 00°39'03" E, 17.45 feet;
Thence S 89°20'57" E, 175.00 feet;
Thence S 00°39'03" E, 673.96 feet;
Thence N 80°28'53" W, 39.02 feet;
Thence S 09°31'09" W, 50.00 feet;
Thence N 80°28'53" W, 9.41 feet;
Thence S 00°39'03" W, 177.12 feet to the southerly line of the Debra Young Tax Parcel according to Record of Survey No. 30925, Ada County Records;

Thence along said southerly line the following nineteen (19) courses:

- 1) N 87°06'53" 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, 168.05 feet;
- 5) S 55°44'09" W, 157.47 feet;
- 6) S 89°56'48" W, 227.37 feet;
- 7) N 45°19'05" W, 179.01 feet;
- 8) N 89°06'31" W, 153.27 feet;



January 12, 2022

190906

Government

86.90 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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

Government

comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

January 12, 2022 190978

Dear Property Owner: NOTICE IS HEREBY GIVEN the **City Council** is scheduled to hold a Public Hearing on **Tuesday, February 1, 2022 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. 21-04-S (Preliminary Plat) Falcon Crest Golf Villages Subdivision

Wendy Shrief of JUB Engineers, on behalf of M3 Companies, requests approval to subdivide approx. 86.90 ac. into 291 residential lots & 43 common lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units Per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale & Kuna Roads, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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 **January 26, 2022** 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 1.18.2021

Cloverdale Road



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.



1-18-22
C.B.
City of Kuna

EXHIBIT 2.37

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

Case No. 21-04-S (Preliminary Plat): Falcon Crest Golf Villages Subdivision.

NOTICE IS HEREBY GIVEN the City Council will hold a public hearing **Tuesday, February 1, 2022, at 6:00 PM**, or as soon as can be heard; in connection with a **Preliminary Plat (S)** request by Wendy Shrief of JUB Engineers, on behalf of M3 Companies, to subdivide approx. 86.90 acres into 291 Residential Lots and 43 Common Lots. The project proposes a Net Density of 3.38 DUA (Dwelling Units per Acre) with 15.4% open space, or 13.29 ac. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East (APN: S1422110300).

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



EXHIBIT 2.38



City of Kuna PROOF OF PROPERTY POSTING

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

This notice shall confirm that the Public Hearing Notice for Falcon Crest Golf Village Sub (NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance 5-1A-8. Sign posted Friday, January 14, 2022 (DAY OF THE WEEK, MONTH, DATE AND YEAR). This form is required to be returned three (3) calendar days subsequent to posting and signs are to be removed from the site three (3) calendar days after the hearing.

DATED this 14th day of January, 2022.

Signature,

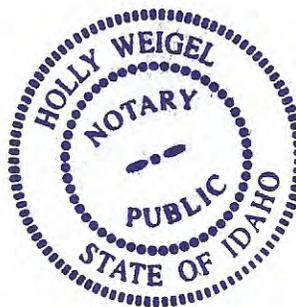
[Handwritten Signature]
Owner/Developer

STATE OF IDAHO)
County of Ada) : ss

On this 14th day of January, 2022 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.

[Handwritten Signature]
Notary Public
Residing at 10909 State Dr
Commission Expires 4/5/2027



CITY OF KUNA PUBLIC HEARING NOTICE

Before the Kuna City Council

**THE CITY OF KUNA will hold a public hearing
on February 1, 2022 at 6:00 PM, at
Kuna City Hall**

PURPOSE: Falcon Crest Golf Village Subdivision: 21-04-S and
21-14-DR. This is an application for the Preliminary
Plat and Design Review for Falcon Crest Golf Village
Subdivision to include 291 residential lots, 43 common
lots, and 18 common driveway lots on 86.03 acres.

LOCATION: 11102 S. Cloverdale Rd.

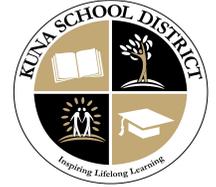
APPLICATION BY: JUB Engineers, Inc.

CONTACT: Kuna Planning & Zoning at 208-922-5274

POSTED ON 1/14/2022

Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen.



January 26, 2022

Dear Honorable Members of City Council,

Kuna School District has experienced approximately 2% growth over the last ten years. Given the current approvals you have granted, we cannot serve this development because the approved plats in this zone are beyond school capacity at Hubbard Elementary, Fremont Middle School, and Kuna High School (Appendix A) without asking voters for a bond issue.

In the 2019 City of Kuna Comprehensive Plan approved by the City Council, you state: “School facilities will expand, as needed, to keep pace with Kuna’s growing population.” In order to expand we require partnerships with the developers and most importantly, bonds. As you know, bonds in the State of Idaho require a 67% supermajority to pass for school construction and expansion. We cannot legally advocate for a bond, therefore passage to keep up with growth is not in our control.

We seek partnerships with the residential developers of this area. Partnerships with developers mitigate (Appendix B) the impact homes will have on Kuna School District. When those partnerships are established we will always inform the City of Kuna through an amended letter.

Regards,

David Reinhart and Robbie Reno
School District Planners

APPENDIX A

Educational Impact Statement

Project/File: **FALCON CREST GOLF VILLAGES**

Address: Address of the project near the Northeast Corner (NEC) of Cloverdale and Kuna Roads, Kuna 83634. At the Falcon Crest Golf Course.

Date Received: JULY, 2021

Representatives: Mark Tate, Falcon Crest Club Partners

Staff Contact: Dave Reinhart dreinhart@kunaschool.org
 Robbie Reno rreno@kunaschools.org

1. Finding of Fact

- a. Description: preliminary plat approval to subdivide approximately 86.03 ac. into 291 residential lots, 43 common lots, and 18 common driveway lots, within an R-6 (Medium Density Residential) zone.
- b. Number of potential students: With the base price of homes in this development will be substantially higher than an average home we have reduced our calculation rate from .65 students per home to **.3 students per home**. This is based on a survey of other school district student generation rates. Based on these calculations we anticipate 87 students.
- c. School Zones: Hubbard, Fremont Middle, Kuna High School
- d. Capital Improvements Plan/Capital 5 year Plan
 - i. This zone will require one new elementary school (\$20 million), a new middle school (\$45 million), and the expansion of Swan Falls High School (\$50 million)
- e. Current Enrollments of impacted School Zone

School	Current Enrollment	Enrollment at Build Out	Capacity	Notes
Hubbard Elementary	320	674	484	No separate gym therefore lunch and PE are in the same space. Hubbard also houses another 110 PK Students that will need another place as Elem. grows.

EXHIBIT 2.39

Fremont Middle	563	740 (adding only students in Hub zone. Actually number will be much higher)	660	The new addition opened in 2019. Has severe pedestrian/auto circulation problems.
Kuna / SFHS	1882	2058 (adding only students in Hub zone. the Actual number will be much higher)	1900	SFHS currently serves as an annex. Will require expansion.

2. Findings for Consideration:

- a. These homes are slated to be at a higher price point than our current median. This will affect how many students live in this development. Based on this prediction we have lowered our average rate of students per home from .65 to .3.
- b. Students in this zone will live approximately 5 miles from all of their schools and will have a bus service. The busses will pick them up on Cloverdale Road.
- c. Vehicle Circulation (Parking for parents, space for busses)
 - i. Because of picking students up on an arterial road, students will need adequate space and lighting for bus pick up.
 - ii. Must have adequate set back from the road for students (6'-10')
 - iii. Must have a pull-off or parking room for parents' cars.

3. Staff Comments:

The Falcon Crest Golf Village will bring the potential for 87 students based on an adjusted rate of .3 students per household. While this one development doesn't place us overcapacity at any given school, it does add to the school's overcrowding that will occur after the build-out of approved homes. We cannot serve this development without a partnership to mitigate the additional students.

Transportation is also a challenge for this particular development. Students will have to be picked up and dropped off from a site on Cloverdale Rd. The traffic on this road will require some way for the bus to pull off in a safe location without going on to the subdivision itself. This area will have to be lit and give the waiting students an area with a safe setback from Cloverdale Rd.

APPENDIX B Mitigation Measures

Voluntary Support Donation

Given Kuna School District will be well beyond capacity when all approved developments are built, and, we must pass a bond issue to provide for new schools or expansions of current facilities, we are asking developers to consider supporting education through a voluntary system of donating a Support fee to participate in the growth that in part, they have brought to the community.

This money is to be donated to the Kuna School District. It will be placed in a restricted fund for the improvement of current facilities, the purchase of land, or the construction of new schools.

This money is only an offset to the total cost of a new school. While bond and levy measures will still be needed in the future, this fund will allow the developer to contribute to the expansion of our growing district.

Based on the extended research performed by Galena Consulting LLC, the estimated cost of new schools needed to serve rapid growth in Kuna is \$95,983,333. The burden of this cost will fall on current Kuna patrons through a bond levy.

If the impact fee was in place by the Idaho code, the estimated tax burden per newly built residential unit would be \$15,450.

Due to the fact that the impact fee is not mandated by the Idaho code, we believe it is feasible to ask for a voluntary donation of 5% of the cost, which is \$4,980 per new house (4,980,000 total)

School Capacity Mitigation

Hubbard Elementary: Student gymnasium: \$2 Million

Fremont Elementary: New parking and circulation pattern: \$750,000

Kuna High School: Additional Parking: \$500,000

School Capital Improvements

Hubbard Elementary

- a. Roofing- \$70,000
- b. Exterior Door Hardware - \$35,000
- c. Restroom Renovation - \$200,000
- d. Fire Alarm - \$125,000
- e. Security Camera Upgrade - \$10,000
- f. Kitchen -\$ 2,000,000

Fremont H. Teed Middle School

- a. Bleachers - \$350,000
- b. Ada Compliance -\$15,000
- c. Exterior Door Hardware - \$15,000
- d. Stair handrails - \$15,000

- e. Plumbing fixtures - \$40,000
- f. Security Camera Upgrade - \$15,000

Kuna High School

- a. Field Turf- \$1,200,000
- b. Server room cooling - \$15,000
- c. Electrical Surge protection - \$ 20,000
- d. KPAC projector - \$20,000
- e. KPAC lighting - \$30,000
- f. KPAC carpet - \$50,000
- g. Combi ovens (3-4) - \$30,000 ea
- h. Additional Parking: \$500,000

School Zone Capital Needs

School Busses (3): \$100,000 ea
Large Lawn Mower (1): \$80,000 ea
Small Lawn Mowers (3): \$7,000 ea
Maint Dept Vehicles (3): \$25,000 ea
Snow removal equipment - \$35,000
Utility Vehicles (3): \$15,000 ea
Drivers Ed Vehicles (2): \$20,000 ea
IT infrastructure: varies
Exterior Sidewalk lighting upgrades: \$35,000 per school
Ovens (3): \$40,000 ea

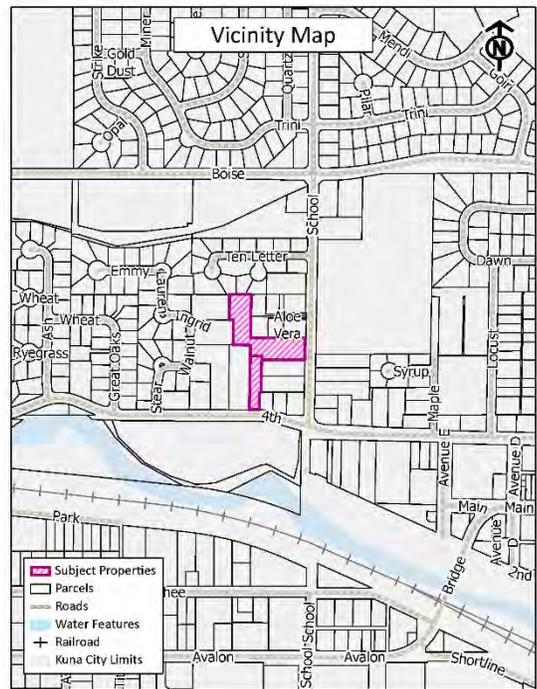
i.

**BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATION OF) **Case No. 21-06-LLA**
) **(LOT LINE ADJUSTMENT)**
ERIC W. JACOBSEN AND DAVID L.)
DOAN JR.)
) **STAFF REPORT FOR THE 531 N**
) **SCHOOL AVENUE AND 900 W 4th**
For a Lot Line Adjustment for 531 N) **STREET LOT LINE ADJUSTMENT**
School Avenue and 900 W 4th Street.) **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. Council’s Order of Decision



**I
EXHIBIT LIST**

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X
2.2	Lot Line Adjustment Application			X

2.3	Narrative			X
2.4	Vicinity Map			X
2.5	Right-of-Way Take Legal Description			X
2.6	Warranty Deed - Doan			X
2.7	Warranty Deed - Jacobsen			X
2.8	Affidavit of Legal Interest - Doan			X
2.9	Affidavit of Legal Interest - Jacobsen			X
2.10	Legal Description – Doan Parcel			X
2.11	Legal Description – Jacobsen Parcel			X
2.12	Agency Transmittal			X
2.13	City Engineer			X

II PROCESS AND NOTICING

2.1 A Lot Line Adjustment (LLA) is designated in Kuna City Code (KCC) 1-14-3, as a Public Meeting, with the City Council as the decision-making body. As a Public Meeting, this application does not require public notice as set forth in Idaho Code §65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council as outlined in Kuna City Code (KCC) 1-14-3 have been adhered to.

2.2 Notifications

2.2.1 Completeness Letter: January 5, 2022

2.2.2 Agency Notifications: January 5, 2022

2.2.3 Council Agenda: February 15, 2022

III APPLICANTS REQUEST

3.1 Jim Washburn with The Land Group INC., on behalf of David Doan and Eric Jacobsen requests Lot Line Adjustment approval between two (2) parcels totaling approximately 1.9 acres. The subject sites are located at 531 N School Avenue and 900 W 4th Street, Kuna ID, 83634, within Section 23, Township 2 North, Range 1 West; (APNs: S1323314910, S1323314932).

IV GENERAL PROJECT FACTS

4.1 Site History

4.1.1 The properties are zoned R-6 (Medium Density Residential) and have historically served as single family residences.

4.2 Surrounding Land Uses

North	R-6	Medium Density Residential – Kuna City
South	R-6 P	Medium Density Residential – Kuna City Public – Kuna City
East	R-6 P	Medium Density Residential – Kuna City Public – Kuna City
West	R-6	Medium Density Residential – Kuna City

4.3 Parcel Number, Owner, Parcel Size, Current Zoning

4.3.1 S1323314932 (900 W 4th Street)

4.3.1.1 David L. Doan Jr.

4.3.1.2 Approximately 0.430 acres

4.3.1.3 R-6 (Medium Density Residential)

4.3.2 S1323314910 (531 N School Avenue)

4.3.1.1 Eric W. Jacobsen

4.3.1.2 Approximately 1.477 acres

4.3.1.3 R-6 (Medium Density Residential)

4.4 Services

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

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 900 W 4th Street contains a 1,809 square foot home with a 696 square foot detached garage. 531 N school Avenue contains a 1,809 square foot home with a 676 square foot detached garage. 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 developed residential neighborhood. The sites 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.

4.6 Environmental Issues

4.6.1 Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the Nitrate Priority Area

4.7 Comprehensive Plan Future Land Use Map

4.7.1 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 1.9-acres as Medium Density Residential.

4.8 Agency Responses

Agency	Exhibit No.
City Engineer	2.13

V

TRANSPORTATION AND CONNECTIVITY

5.1 900 W 4th Street and 531 N School Avenue are both accessed via existing driveways. Pedestrian connectivity is available via existing sidewalks.

VI

STAFF ANALYSIS

6.1 The goal of the Lot Line Adjustment is to adjust a shared property line between Mr. Doan and Mr. Jacobsen. The property line to be adjusted is Mr. Doan's northern most property line and a 63-foot segment of Mr. Jacobsen's southern property line. There is a jog in the south property line of Mr. Jacobsen's parcel that jogs 21 feet to the north and then runs 63 feet to the west of the west property line of his parcel. The lot line adjustment will move the 63-foot segment 21 feet to the south so that Mr. Jacobsen's southern property line and Mr. Doan's northern property will run evenly across the property.

Per Exhibit 2.13 Public Works supports approval for this lot line adjustment, given the gravity irrigation is retained and protected.

Staff has determined that this Lot Line Adjustment request is consistent with Kuna City Code, Staff recommends that if the City Council approves Case No. 21-06--LLA that the Applicant be subject to the Conditions of Approval listed in section "VII" of this report.

6.2 Applicable Standards

- 6.2.1** City of Kuna Zoning Ordinance, Title 5
- 6.2.2** City of Kuna Comprehensive Plan FLUM
- 6.2.3** Idaho Code, Title 67, Chapter 65 – Local Land Use Planning Act

VII

COUNCIL'S ORDER OF DECISION

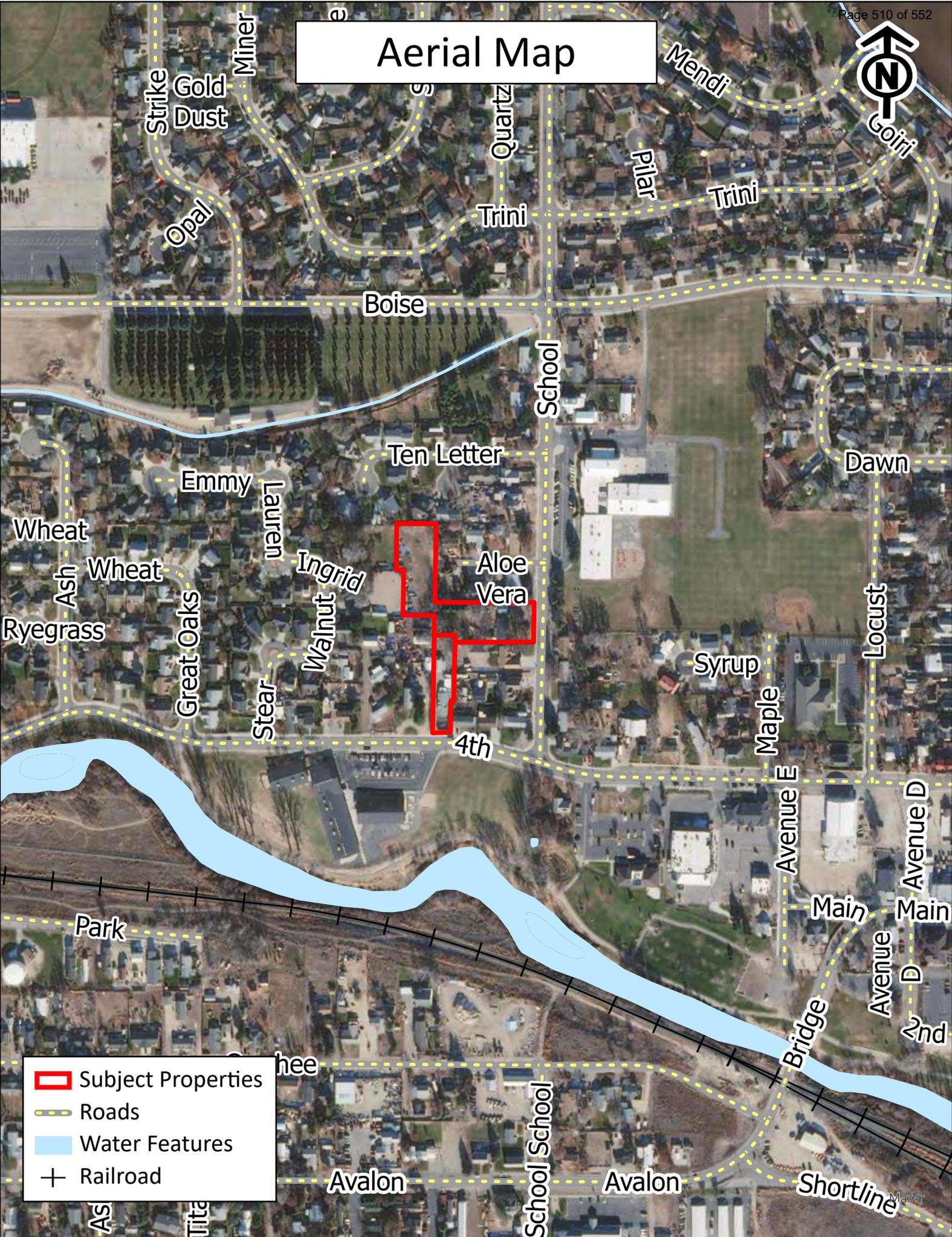
Note: The motion is for the Approval, Conditional Approval, or Denial of the Lot Split and Lot Line Adjustment applications. However, if the City Council wishes to Approve/Deny specific parts of the requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report, case file, and discussion at the Public Meeting, the City Council of Kuna, Idaho, hereby *Approves/Conditionally Approves/Denies* of Case Nos. 21-06-LLA, a request from Jim Washburn of the Land Group INC., on behalf of David Doan and Eric Jacobsen, for Lot Line Adjustment approval between two (2) parcels totaling approximately 1.9 acres, subject to the following Conditions of Approval:

- 7.1 Upon approval of the application by the City Council and subject to the Conditions of Approval and applicable City Ordinances, the owner shall have one (1) year to complete the following tasks:
 - 7.1.1 Cause the property to be surveyed and provide a copy the record of survey to the Planning and Zoning Department for review, prior to recording with Ada County;
 - 7.1.2 Record the record of survey with Ada County;
 - 7.1.3 Execute and record the necessary deeds to accomplish the property split and adjustment as approved;
 - 7.1.4 Obtain new tax parcel numbers from the Ada County Assessor's Office; and
 - 7.1.5 Provide copies of the **recorded record of survey, recorded deeds, and the new tax parcel numbers** to the Planning and Zoning Department.
- 7.2 Applicant shall convey proper easements on the record of survey for all utilities in sufficient widths approved by the City Engineer and the Planning and Zoning Department. All easement line work shall be shown on the record of survey.
- 7.3 No building permits will be issued until the Applicant and/or property owner can demonstrate compliance with all Kuna City Codes.
- 7.4 Applicant shall follow all procedures, staff recommendations, Kuna Rural Fire District and all ACHD standards.
- 7.5 When required, connection to City Services (Sewer, Water, Pressurized Irrigation) shall conform to all corresponding Master Plans.
- 7.6 Applicant shall follow staff, City Engineer's and other agency recommended requirements as applicable.
- 7.7 Applicant shall adhere to all agencies and staff requirements and recommendations.
- 7.8 Applicant shall comply with all federal, state and local laws.

DATED this 15th day of February, 2022.

Aerial Map



-  Subject Properties
-  Roads
-  Water Features
-  Railroad



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): 21-06-LLA

Project Name: N School & 900 W 4th

Date Received: 12.23.2021

Date Accepted as Complete: 01.05.2022

Type of review requested (check all that apply):

	Annexation & Zoning		Appeal
	Comp. Plan Map Amendment		Combination Pre & Final Plat
	Design Review		Development Agreement
	Final Planned Unit Development		Final Plat
<input checked="" type="checkbox"/>	Lot Line Adjustment		Lot Split
	Ordinance Amendment		Planned Unit Development
	Preliminary Plat		Rezone
	Special Use Permit		Temporary Business
	Vacation		Variance

Owner of Record

Name: ERIC W. JACOBSEN / DAVID L. DOAN, JR.

Address: 531 N. SCHOOL AVE., KUNA / 900 W. 4TH STREET, KUNA

Phone: 208-249-0234 / Email: RAYOLA_1@MSN.COM /

Applicant (Developer) Information

Name: JIM WASHBURN - THE LAND GROUP, INC.

Address: 462 E. SHORE DRIVE, SUITE 100, EAGLE, IDAHO 83616

Phone: 208-817-1710 Email: jim@thelandgroupinc.com

Engineer/Representative Information

Name: JIM WASHBURN - THE LAND GROUP, INC.

Address: 462 E. SHORE DRIVE, SUITE 100, EAGLE, IDAHO 83616

Phone: 208-817-1710 Email: jim@thelandgroupinc.com

Subject Property Information

Site Address: JACOBSEN: 531 N. SCHOOL AVE., KUNA / DOAN: 900 W. 4TH STREET, KUNA

Nearest Major Cross Streets: N. SCHOOL AVE. AND W. 4TH STREET

Parcel No.(s): JACOBSEN: S1323314910 / DOAN: S1323314932

Section, Township, Range: SECTION 23, T. 2 N., R. 1 W.

Property Size: JACOBSEN: 1.48 ACRES / DOAN 0.43 ACRES

Current Land Use: RESIDENTIAL/RESIDENTIAL Proposed Land Use: RESIDENTIAL/RESIDENTIAL

Current Zoning: R-6 / R-6 Proposed Zoning: R-6 / R-6

Project Description

Project Name: JACOBSEN - DOAN LOT LINE ADJUSTMENT

General Description of Project: JACOBSEN TO PURCHASE A 21' X 63' (1323 SQ.FT.) PARCEL FROM DOAN PARCEL AT 900 W. 4TH STREET AND ADD IT TO THE JACOBSEN PARCEL AT 531 N. SCHOOL AVE.

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: NO NEW AMENITIES

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: _____ No. of Building Lots: _____

No. of Common Lots: _____ 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): _____

Gross Density (Dwelling Units ÷ Total Acreage): _____

Net Density (Dwelling Units ÷ Total Acreage not including Roads): _____

Percentage of Open Space provided: _____ Acreage of Open Space: _____

Type of Open Space provided (i.e. public, common, landscaping): _____

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: _____

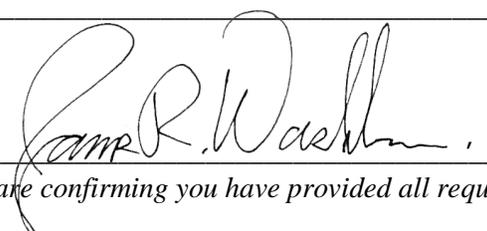
Regular parking spaces: _____ Dimensions: _____

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: , PLS Date: 12-4-2021

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided to you for application attachments to be uploaded to the cloud.



Lot Line Adjustment Application



PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

A Lot Line Adjustment request does not require a public hearing & will be scheduled for a regular City Council meeting as a regular agenda item.

****Office Use Only****

Case No(s): _____

Project Name: _____

Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by staff

Date Received: _____

Date Accepted as Complete: _____

All applications must contain one (1) copy of the following (digital documents preferred):

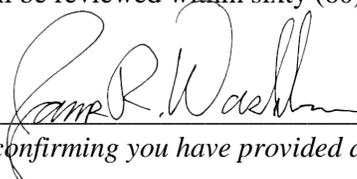
- Complete Planning & Zoning Application Coversheet
- Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide and/or the reason for the Lot Line Adjustment
- Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways, stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description
- Proof of ownership: A copy of your deed and Affidavit of Legal Interest for all interested parties
- Vicinity Map: 8.5" x 11" showing streets, driveways, property lines, etc.
- Sketch showing the proposed Lot Line Adjustment, include: Current lot size dimensions, square footage & street frontage; proposed new location of the Lot Line & new dimensions, square footages & street frontages; streets, surrounding land uses, etc.; and existing and proposed public improvements including sidewalks, streets, lighting, landscaping, natural features, etc. (if applicable)

This application shall not be considered complete nor will a meeting date be set, until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled meeting date, fees due & any other necessary information 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-IA-2C).

Complete applications shall be reviewed within sixty (60) days of date of acceptance (KCC 5-IA-5A).

Applicant Signature:  Date: 12-22-2021
 By signing, you are confirming you have provided all required items listed on this application.



December 23, 2021
Project No. 115032

City of Kuna Planning & Zoning Department
P.O. Box 13
Kuna, Idaho 83634

RE: Lot Line Adjustment Application for 531 N. School Ave

Dear Planning & Zoning Staff,

This application for a Lot Line Adjustment is being submitted on behalf of Eric Jacobsen who owns the 1.48 acre property at 531 N. School Avenue in Kuna. Mr. Jacobsen desires to do a Lot Line Adjustment with his south neighbor, David Doan who owns the property at 900 W. 4th Street in Kuna. The purpose of the requested Lot Line Adjustment is to straighten the south property line of Mr. Jacobsen's parcel for its entire length. There is a jog in the south line of the Jacobsen parcel that jogs 21 feet to the north and then runs 63 feet to the west to the west property line of his parcel. Mr. Doan has agreed to this adjustment.

Sincerely,

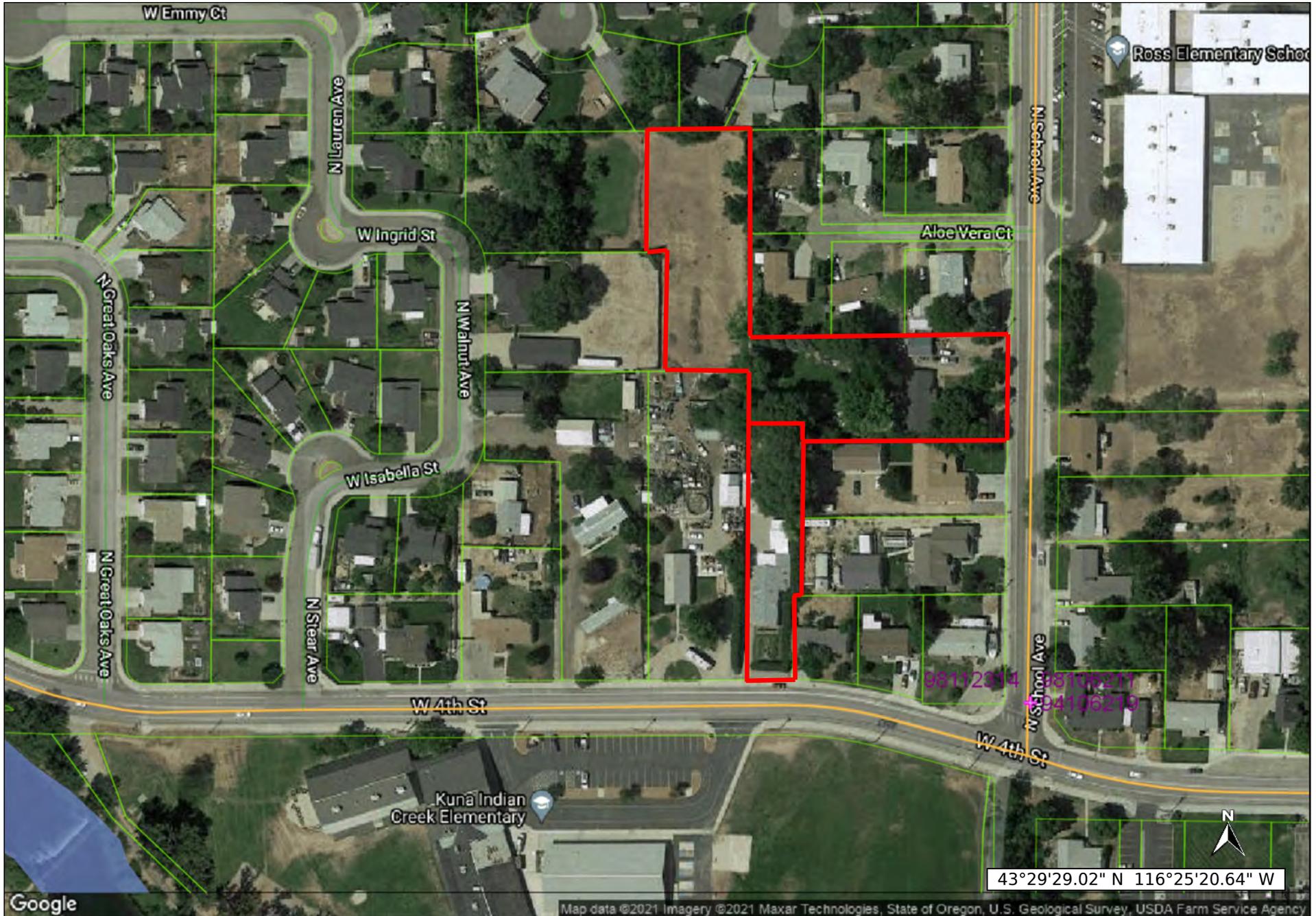
A handwritten signature in black ink that reads "James R. Washburn". The signature is fluid and cursive, with the first name being the most prominent.

James R. Washburn, PLS Survey Manager

The Land Group, Inc.



115032 VICINITY MAP



Google

Map data ©2021 Imagery ©2021 Maxar Technologies, State of Oregon, U.S. Geological Survey, USDA Farm Service Agency

Oct 19, 2021 - landproDATA.com
Scale: 1 inch approx 150 feet

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

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

acthd

'96 JUN 6 PM 3 43

FEE 6.00 DEP R. Hall
RECORDED AT THE REQUEST OF

ACHD Project #52060.0
North School Street
R/W Parcel No. 67
Section 23, T2N, R1W, BM

WARRANTY DEED

2030000363

For Value Received, RUBY JUNE DUNCAN as Trustee of the IRVING W. STEWART IRREVOCABLE TRUST Under Trust Agreement dated November 15, 1991, and Such Trustee's Substitutes and Successors Thereunder,

the GRANTOR, does hereby grant, bargain, sell and convey unto The ADA COUNTY HIGHWAY DISTRICT, a Body Politic and Corporate of the State of Idaho, the GRANTEE, whose address is 318 East 37th Street, Boise, Idaho 83714, the following described premises located in Ada County, Idaho, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION OF ADDITIONAL PUBLIC RIGHT-OF-WAY. SAID PARCEL IS LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, T.2N., R.1W., BOISE MERIDIAN, ADA COUNTY, IDAHO AND CONTAINS 2013 SQUARE FEET OR 0.05 ACRES AND IS SUBJECT TO 1849 SQUARE FEET OR 0.04 ACRES OF EXISTING RIGHT-OF-WAY. ACTUAL TAKE IS 164 SQUARE FEET OR 0.004 ACRES.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated this 30 day of MAY, 1996.

By: Ruby June Duncan
Ruby June Duncan, Trustee of the
Irving W. Stewart Irrevocable Trust

STATE OF IDAHO, COUNTY OF ADA) SS.

On this 30 day of MAY, 1996⁶, before me, a notary public in and for said State, personally appeared RUBY JUNE DUNCAN, known or identified to me to be the Trustee of the Irving W. Stewart Irrevocable Trust under Trust Agreement dated November 15, 1991, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.



Jerome T. Bailey
Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission Expires: 3-15-2000

2030000364

Project No. 52060.0
 Ada County Highway District
 School Avenue - Fourth Street to Deer Flat Road
 Irving and Myrtle Stewart

• Parcel No. 67 •
 Right-of-Way Take

A parcel located in the NE 1/4 of the SW 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the southeasterly corner of said NE 1/4 of the SW 1/4, said corner being 60.66 feet left of Station 26+82.40 as shown on the plans on file in the office of the Ada County Highway District as Project No. 52060.0, from which a brass cap monument marking the northeasterly corner of said NE 1/4 of the SW 1/4 bears N 0°54'04" E a distance of 1324.17 feet;

thence S 89°56'03" W along the southerly boundary of said NE 1/4 of the SW 1/4 a distance of 200.00 feet to a point 8.15 feet left of Station 24+90.84 of said Project No. 52060.0 and the POINT OF BEGINNING;

thence continuing S 89°56'03" W a distance of 75.00 feet to a point 0.23 feet left of Station 24+16.81 of said Project No. 52060.0;

thence leaving said southerly boundary N 0°54'04" E a distance of 29.77 feet to a point 30.00 feet left of Station 24+16.40 of said Project No. 52060.0;

thence 75.32 feet along the arc of a 530.00 foot radius curve right, said curve having a central angle of 8°08'34" and a long chord bearing S 84°14'38" E a distance of 75.26 feet to a point 30.00 feet left of Station 24+87.46 of said Project No. 52060.0;

thence S 0°54'04" W a distance of 22.13 feet to the POINT OF BEGINNING.

This parcel contains 2,013 square feet (0.05 acres) and is subject to any easements existing or in use. Existing prescriptive use right-of-way is 1,849 square feet (0.04 acres). Actual take is 164 square feet (0.004 acres).

Prepared by: Glenn K. Bennett, PLS
 Civil Survey Consultants, Incorporated
 November 27, 1995



EXHIBIT "A"

**WHEN RECORDED
RETURN TO:
Paré Law, PLLC
1161 W. River Street, Suite 250
Boise, Idaho 83702**

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 CHE FOWLER
PARE LAW PLLC

2019-036944
05/06/2019 08:09 AM
AMOUNT: \$15.00



**SEND TAX NOTICES TO:
David L. Doan, Jr. and Lori E. Doan
900 W. 4th Street
Kuna, Idaho 83634**

QUITCLAIM DEED

GRANTORS, **David L. Doan** and **Lori E. Doan**, husband and wife, do hereby REMISE, RELEASE and forever QUITCLAIM, unto **David L. Doan, Jr.** and **Lori E. Doan**, as husband and wife, and as an estate in community property with right of survivorship, whose current address is 900 W. 4th Street, Kuna, Idaho 83634, as GRANTEES and to Grantees' successors and assigns, all of Grantors' right, title and interest in and to the real property situated in Ada County, Idaho, more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 2nd day of May, 2019.

David L. Doan

Lori E. Doan

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, THE REAL POINT OF BEGINNING; THENCE
EASTERLY ALONG THE SOUTH BOUNDARY OF SAID EAST 1/2, A DISTANCE OF 54.5 FEET TO A POINT; THENCE
NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST 1/2 A DISTANCE OF 125 FEET TO A POINT; THENCE
EASTERLY IN A STRAIGHT LINE PARALLEL TO THE NORTH BOUNDARY OF SAID EAST 1/2, A DISTANCE OF 8 1/2 FEET TO A POINT; THENCE
NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST 1/2, A DISTANCE OF 200 FEET TO A POINT; THENCE
WESTERLY IN A STRAIGHT LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID EAST 1/2, A DISTANCE OF 63 FEET TO A POINT; THENCE
SOUTHERLY ALONG THE WEST BOUNDARY OF SAID EAST 1/2, A DISTANCE OF 325 FEET TO THE REAL POINT OF BEGINNING.
EXCEPT THEREFROM THAT PORTION CONVEYED TO THE ADA COUNTY HIGHWAY DISTRICT, A BODY POLITIC AND CORPORATE OF THE STATE OF IDAHO BY WARRANTY DEED RECORDED ON JUNE 6, 1996 UNDER INSTRUMENT #96047570.

END OF LEGAL DESCRIPTION



Re-record

WARRANTY DEED

FOR VALUE RECEIVED, Tiffany Jacobsen, the Grantor(s), do(es) hereby grant, bargain sell and convey unto Eric Jacobsen, the Grantee, whose current address is 531 N School Avenue, P. O. Box 712, Kuna, Idaho 83634, the following described premises, in Ada County, Idaho, TO WIT:

Parcel # S1323314906
PAR #4906 OF NE4SW4
SEC 23 2N 1W
#314905-B

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 7/23/10

Tiffany Jacobsen
[Grantor's Name]
Tiffany Jacobsen

Eric Jacobsen
[Grantee's Name]

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

On this 23rd day of July, in the year of 20 10, before me Shannon M. Metz, personally appeared Tiffany & Eric Jacobsen, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.



Shannon Metz
Notary Public
My Commission Expires on 8/13/2014

Re-recording to correct legal Description.
Please see attached

Continuation of Schedule A - Legal Description
Order Number: 00007834

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE
MERIDIAN, ADA COUNTY, IDAHO.
EXCEPTING THEREFROM THE EAST 275 FEET OF THE SOUTH 125 FEET

ALSO EXCEPTING

THE NORTHERLY 238 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH,
RANGE 1 WEST OF THE BOISE MERIDIAN.

ALSO EXCEPTING A PARCEL OF LAND

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH,
RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, THENCE EASTERLY ALONG THE
SOUTH BOUNDARY OF SAID EAST HALF A DISTANCE OF 54.5 FEET TO A POINT;
THENCE

NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST
HALF A DISTANCE OF 125 FEET TO A POINT; THENCE
EASTERLY IN A STRAIGHT LINE PARALLEL TO THE NORTH BOUNDARY OF SAID EAST
HALF A DISTANCE OF 8 1/2 FEET TO A POINT, THEN REAL POINT OF BEGINNING;
THENCE

NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST
HALF A DISTANCE OF 179 FEET TO A POINT; THENCE
EASTERLY IN A STRAIGHT LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID EAST
HALF A DISTANCE OF 242 FEET TO A POINT; THENCE
SOUTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST
HALF A DISTANCE OF 179 FEET TO A POINT; THENCE WESTERLY IN A STRAIGHT LINE
PARALLEL TO THE SOUTH BOUNDARY OF SAID EAST HALF A DISTANCE OF 242 FEET TO
THE REAL POINT OF BEGINNING.

ALSO EXCEPTING A PARCEL OF LAND

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, THE REAL POINT OF
BEGINNING; THENCE
EASTERLY ALONG THE SOUTH BOUNDARY OF SAID EAST 1/2 A DISTANCE OF 54.5 FEET
TO A POINT; THENCE
NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST BOUNDARY OF SAID EAST 1/2
A DISTANCE OF 125 FEET TO A POINT; THENCE
EASTERLY IN A STRAIGHT LINE PARALLEL TO THE NORTH BOUNDARY OF SAID EAST 1/2
A DISTANCE OF 8.5 FEET TO A POINT; THENCE NORTHERLY IN A STRAIGHT LINE
PARALLEL TO THE WEST BOUNDARY OF SAID EAST 1/2, A DISTANCE OF 200 FEET TO A
POINT; THENCE
WESTERLY IN A STRAIGHT LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID EAST
1/2, A DISTANCE OF 63 FEET TO A POINT; THENCE
SOUTHERLY ALONG THE WEST BOUNDARY OF SAID EAST 1/2 A DISTANCE OF 325 FEET
TO THE REAL POINT OF BEGINNING.

Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 00007834

ALSO EXCEPTING

A PARCEL LOCATED IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH,
RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MONUMENT MARKING THE NORTHEASTERLY CORNER OF
SAID SOUTHWEST 1/4, SAID CORNER BEING STATION 30 + 00.00 AS SHOWN ON THE
PLANS ON FILE IN THE OFFICE OF THE ADA COUNTY HIGHWAY DISTRICT AS PROJECT
NO. 52060.0, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEASTERLY
CORNER OF SAID SOUTHWEST 1/4 BEARS SOUTH 00° 54' 04" WEST A DISTANCE
OF 2648.34 FEET; THENCE
SOUTH 00° 54' 04" WEST ALONG THE EASTERLY BOUNDARY OF SAID SOUTHWEST
1/4 A DISTANCE OF 900.08 FEET TO A POINT AT STATION 20 + 99.91 OF SAID
PROJECT NO. 52060.0 AND THE POINT OF BEGINNING; THENCE CONTINUING
SOUTH 00° 54' 04" WEST A DISTANCE OF 120.09 FEET TO A POINT AT STATION
19 + 78.83 FEET OF SAID PROJECT NO. 52060.0; THENCE LEAVING SAID EASTERLY
BOUNDARY
SOUTH 89° 55' 53" WEST A DISTANCE OF 30.00 FEET TO A POINT 30.00 FEET
LEFT OF STATION 19 + 79.32 OF SAID PROJECT NO. 52060.0; THENCE
NORTH 00° 54' 04" EAST A DISTANCE OF 120.08 FEET TO A POINT 30.00 FEET
LEFT OF STATION 20 + 99.40 OF SAID PROJECT NO. 52060.0; THENCE
NORTH 89° 54' 31" EAST A DISTANCE OF 30.01 FEET TO THE POINT OF
BEGINNING.

AND ALSO EXCEPTING ANY PORTION LYING WITHIN THE RIGHT OF WAY OF SCHOOL AVE.



THE LAND GROUP, INC.

December 22, 2021
Project No. 115032

Exhibit "A"

DOAN
PARCEL "D" DESCRIPTION

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the Section Corner common to Sections 22, 23, 26 and 27 of said Township 2 North, Range 1 West;

Thence North 00°14'32" West a distance of 2643.20 feet on the Section Line common to said Sections 22 and 23 to the One Quarter Section Corner common to said Sections 22 and 23;

Thence reversing direction, South 00°14'32" East a distance of 1321.70 feet (formerly described as 1317.61 feet) on the Section Line common to said Sections 22 and 23 to the South One-Sixteenth Section Corner common to said Sections 22 and 23;

Thence North 89°06'48" East a distance of 2304.74 feet on the east-west one sixteenth section line of the Southwest 1/4 of said Section 23 to the southwest corner of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;

Thence North 00°02'02" West, a distance of 30.00 feet to a point on the northerly right of way line of West 4th Street, said point being common with the southeast corner of Parcel "B" as shown on Record of Survey No. 11041, recorded as Instrument No. 2017-080914 of Ada County Records and being the POINT OF BEGINNING.

Thence North 00° 02' 02" East, a distance of 274.00 feet on the east boundary of said Parcel "B";

Thence North 89° 06' 48" East, a distance of 63.00 feet to a point being the northwest corner of Parcel "1" as shown on Record of Survey No. 7063, recorded as Instrument No. 105144417 of Ada County Records;

Thence South 00° 06' 11" West, a distance of 179.00 feet to the southwest corner of Parcel "2" as shown on said Record of Survey No. 7063;

Thence South 89° 06' 48" West, a distance of 8.46 feet;

Thence South 00° 04' 23" West, a distance of 95.24 feet to a point on the northerly Right-of-Way line of West 4th Street, said point being a point of curve;

Thence 16.23 feet on the arc of a curve to the left, said curve having a radius of 530.00 feet, a central angle of 01° 45' 15", a chord bearing of South 89° 59' 26" West, and a chord length of 16.23 feet on said northerly Right-of-Way line;

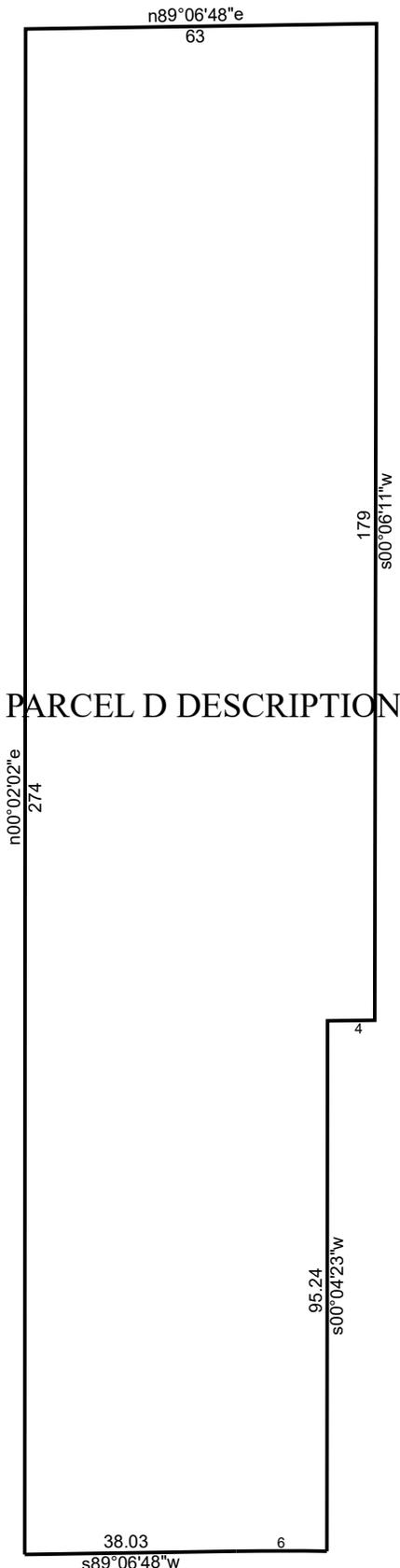
Thence South 89° 06' 48" West, a distance of 38.03 feet to the POINT OF BEGINNING.

The above described parcel contains 0.38 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.

James R. Washburn





PARCEL D DESCRIPTION

JACOBSEN LOT LINE ADJUSTMENT-PARCEL D DESCRIPTION

12/23/2021

Scale: 1 inch= 32 feet

File:

Tract 1: 0.3768 Acres (16414 Sq. Feet), Closure: s03.4255w 0.01 ft. (1/51215), Perimeter=674 ft.

- 01 n00.0202e 274
- 02 n89.0648e 63
- 03 s00.0611w 179
- 04 s89.0648w 8.46
- 05 s00.0423w 95.24
- 06 Lt, r=530.00, delta=001.4515, chord=s89.5926w 16.23
- 07 s89.0648w 38.03



THE LAND GROUP, INC.

November 30, 2021
Project No. 115032

Exhibit "A"

JACOBSEN
PARCEL "C" DESCRIPTION

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the Section Corner common to Sections 22, 23, 26 and 27 of said Township 2 North, Range 1 West;

Thence North 00°14'32" West a distance of 2643.20 feet on the Section Line common to said Sections 22 and 23 to the One Quarter Section Corner common to said Sections 22 and 23;

Thence reversing direction, South 00°14'32" East a distance of 1321.70 feet (formerly described as 1317.61 feet) on the Section Line common to said Sections 22 and 23 to the South One-Sixteenth Section Corner common to said Sections 22 and 23;

Thence North 89°06'48" East a distance of 1975.50 feet (formerly described as 1976.11 feet) on the east-west one sixteenth section line of the Southwest 1/4 of said Section 23 to the southwest corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;

Thence North 00°01'04" East a distance of 661.30 feet (formerly described as 660.43 feet) on the westerly boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23 to the northwest corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23;

Thence North 88°58'58" East a distance of 210.44 feet (formerly described as 235.23 feet) on the northerly boundary line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 23 to a point on the westerly side of an existing board fence, as same fence is described in Deed Instrument Number 104140623 of Ada County Records, said point being the POINT OF BEGINNING;

Thence North 88° 58' 58" East, a distance of 119.00 feet on the northerly boundary line of that certain parcel of land described in Deed Instrument Number 9124722, Ada County Records, to the Northwest corner of Aloe Way Subdivision, as shown on the official plat thereof, recorded in Book 51 of Plats, at Page 4315 of Ada County Records;

Thence South 00° 02' 02" West, a distance of 238.00 feet on the westerly boundary line of said Aloe Way Subdivision to the Southwest corner of said Aloe Way Subdivision;

Thence North 89° 06' 08" East, a distance of 299.53 feet on the southerly boundary line of said Aloe Way Subdivision to a point common to the southerly boundary line of said Aloe Way Subdivision and the westerly right-of-way line of North School Avenue;

Thence South 00° 04' 23" West, a distance of 120.11 feet on the westerly right-of-way line of North School Avenue to the northeast corner of Parcel A as shown on Record-of-Survey Number 7063 of Ada County Records;

Thence South 89° 06' 48" West, a distance of 299.44 feet to a point on the easterly boundary of Parcel "B" as shown on Record-of-Survey Number 11041, recorded under Instrument No. 2017-080914, Ada County Records;



Thence North 00° 02' 02" East, a distance of 80.06 feet on the easterly boundary line of said Parcel "B";
Thence South 89° 54' 50" West, a distance of 95.52 feet to an angle point on the westerly boundary line
of said Record of Survey Number 10303 Parcel;

Thence on the westerly boundary line of said Record of Survey Number 10303 Parcel for the following
courses and distances:

Thence North 00° 00' 09" West, a distance of 137.02 feet;

Thence South 89° 06' 38" West, a distance of 22.61 feet;

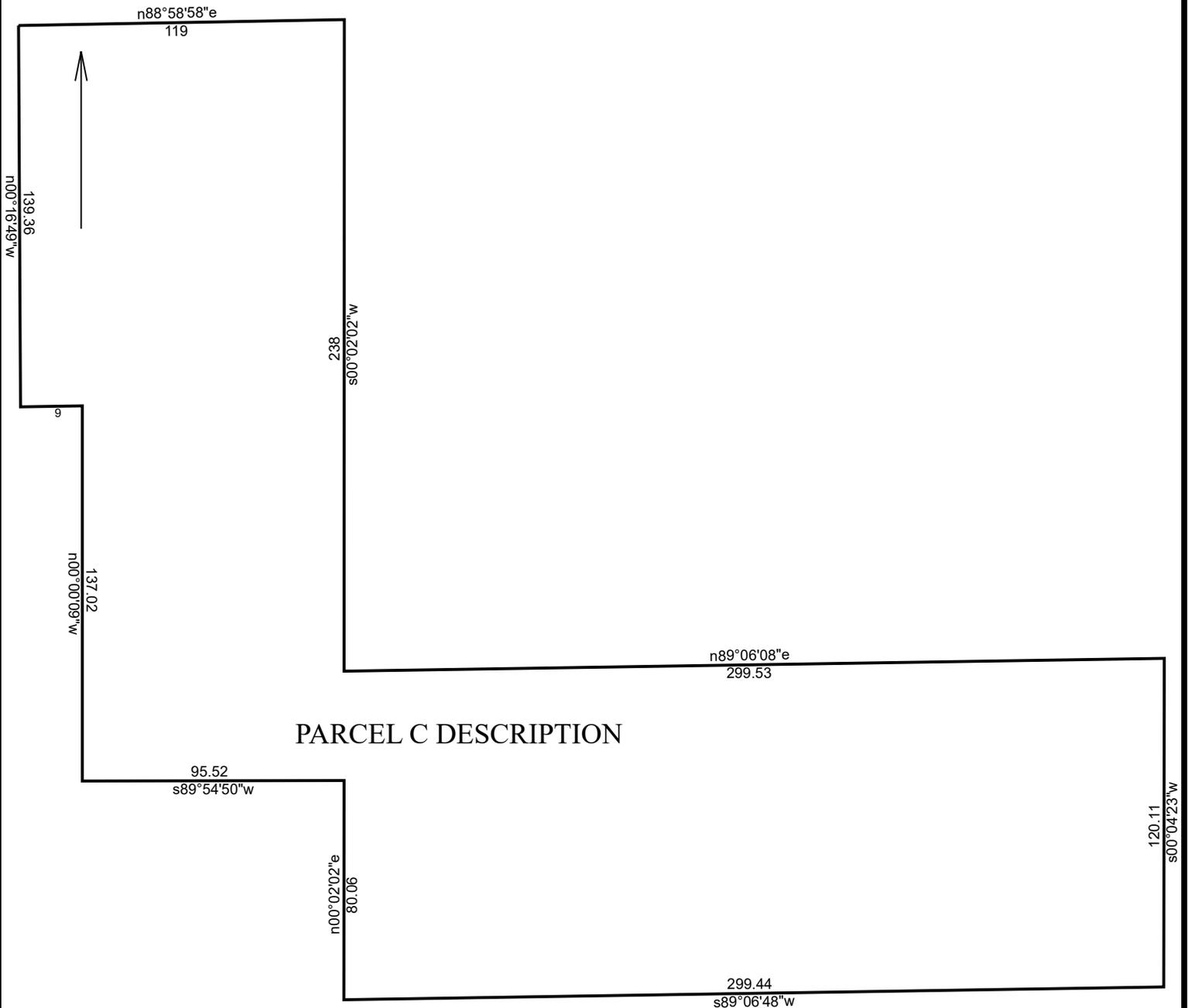
Thence North 00° 16' 49" West, a distance of 139.36 feet (formerly described as 140.02 feet) to the
point of beginning.

The above described parcel contains 1.51 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.

James R. Washburn





PARCEL C DESCRIPTION

JACOBSEN LOT LINE ADJUSTMENT-PARCEL C DESCRIPTION

12/17/2021

Scale: 1 inch= 54 feet

File:

Tract 1: 1.5074 Acres (65660 Sq. Feet), Closure: s56.0329w 0.01 ft. (1/144441), Perimeter=1551 ft.

- 01 n88.5858e 119
- 02 s00.0202w 238
- 03 n89.0608e 299.53
- 04 s00.0423w 120.11
- 05 s89.0648w 299.44
- 06 n00.0202e 80.06
- 07 s89.5450w 95.52
- 08 n00.0009w 137.02
- 09 s89.0638w 22.61
- 10 n00.1649w 139.36



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

MEMORANDUM

To: Jace Hellman - Planning and Zoning Director
From: Brady Barroso - Engineering Technician I
Catherine Feistner - Assistant City Engineer
Date: 9 February 2022
RE: Public Works Comments
531 N School St & 900 W 4th St, 21-06-LLA (Lot Line Adjustment)

The 531 N School St and 900 W 4th St property, 21-06-LLA, lot line adjustment request dated 5 January 2022 has been reviewed. These comments apply to the application as they affect public works infrastructure. No construction is anticipated as a result of approving this request.

Public Works supports approval for this lot line adjustment, given the gravity irrigation is retained and protected.

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

City of Kuna
Budget Results
As of 12/31/21

Fund	Account	Detail	Revenue/Expense	12/31/21 Actual	Budget	Variance	Comment
1	4000	STATE LIQUOR DISTRIBUTION	Revenue	(57,385.00)	(280,647.00)	20.45%	
1	4001	SALES TAX REVENUE SHARE-STATE	Revenue	(589,858.20)	(2,081,154.00)	28.34%	
1	4100	PROPERTY TAX REVENUE	Revenue	(2,338,002.02)	(3,954,329.00)	59.13%	
1	4110	PROPERTY TAX INTEREST & PENALT	Revenue	(637.36)	(3,536.00)	18.02%	
1	4120	SALES TAX REVENUE SHARE-COUNTY	Revenue	(56.00)	(216.00)	25.93%	
1	4130	COUNTY FINE DISTRIBUTION	Revenue	(3,064.05)	(8,000.00)	38.30%	
1	4155	ADMINISTRATION SERVICES	Revenue	(70,615.40)	(267,000.00)	26.45%	
1	4170	FRANCHISE FEES	Revenue	(188,927.95)	(375,190.00)	50.36%	
1	4173	INTEREST REVENUE	Revenue	(9,851.83)	(35,000.00)	28.15%	
1	4180	LICENSES / BUSINESS	Revenue	(900.00)	(6,172.00)	14.58%	
1	4181	LICENSES / LIQUOR	Revenue	-	(3,938.00)	0.00%	
1	4182	LICENSES / BEER	Revenue	-	(1,060.00)	0.00%	
1	4183	LICENSES / WINE	Revenue	-	(2,000.00)	0.00%	
1	4184	LICENSES / DOGS	Revenue	(1,890.00)	(7,105.00)	26.60%	
1	4185	MISCELLANEOUS INCOME	Revenue	(786.28)	(50,800.00)	1.55%	
1	4190	PERMITS / CATERING	Revenue	(40.00)	(100.00)	40.00%	
1	4193	PERMITS / VENDORS	Revenue	(70.00)	(1,433.00)	4.88%	
1	4195	RENTAL INCOME	Revenue	(5,272.56)	(8,100.00)	65.09%	
1	4197	RV DUMP REVENUE	Revenue	(960.07)	(6,000.00)	16.00%	Closed
1	4358	DEVELOPMENT SUPPORT SERVICES	Revenue	(230.00)	(7,500.00)	3.07%	
1	4360	BUILDING PERMITS	Revenue	(158,963.49)	(1,206,176.00)	13.18%	Building Slowed Down
1	4361	PLUMBING PERMITS	Revenue	(69,061.65)	(266,182.00)	25.95%	
1	4362	ELECTRICAL PERMITS	Revenue	(66,323.27)	(271,884.00)	24.39%	Building Slowed Down
1	4391	IRES CHECK FEES	Revenue	(2,900.00)	(24,151.00)	12.01%	Building Slowed Down
1	4392	MECHANICAL PERMITS	Revenue	(14,738.67)	(122,868.00)	12.00%	Building Slowed Down
1	4950	CARRY OVER	Revenue	(8,048,468.86)	(7,793,696.00)	103.27%	
1	5000	SAL. & WAGES-ELECTED OFFICIALS	Expense	24,818.62	109,374.00	22.69%	
1	5005	SALARIES & WAGES - STAFF	Expense	380,945.75	1,761,060.00	21.63%	
1	5009	SALARIES & WAGES - SEASONAL	Expense	-	13,437.00	0.00%	
1	5800	OASDI - EMPLOYER	Expense	24,416.75	116,800.00	20.90%	
1	5810	MEDICARE - EMPLOYER	Expense	5,710.57	27,316.00	20.91%	
1	5820	GROUP MEDICAL INSURANCE	Expense	74,833.89	356,045.00	21.02%	
1	5830	GROUP LIFE INSURANCE	Expense	198.20	1,164.00	17.03%	
1	5840	PERSI EMPLOYER 401(a)	Expense	47,878.72	216,771.00	22.09%	
1	5850	WORKERS' COMPENSATION INS.	Expense	7,433.43	30,028.00	24.75%	
1	5860	GROUP DENTAL/VISION INSURANCE	Expense	4,652.75	22,585.00	20.60%	
1	5950	TEAM BUILDING, ONBOARDING	Expense	209.77	3,501.00	5.99%	
1	5960	LEAVE TIME FLUCTUATION	Expense	-	10,000.00	0.00%	
1	6000	LAW ENFORCEMENT SERVICES	Expense	678,769.17	2,751,625.00	24.67%	
1	6005	ANIMAL CONTROL SERVICES	Expense	33,513.00	120,000.00	27.93%	
1	6025	JANITORIAL	Expense	2,638.48	19,000.00	13.89%	
1	6027	CODE ABATEMENT EXPENSE	Expense	-	600.00	0.00%	
1	6036	PUBLIC TRANSPORTATION	Expense	-	27,000.00	0.00%	
1	6045	CONTINGENCY	Expense	9,105.32	4,355,440.00	0.21%	
1	6052	CONTRACT SERVICES	Expense	79,559.69	439,770.00	18.09%	
1	6070	DONATIONS EXPENSE	Expense	4,140.31	33,000.00	12.55%	
1	6075	DUES & MEMBERSHIPS	Expense	35,750.36	87,293.00	40.95%	
1	6085	ELECTION EXPENSES	Expense	-	750.00	0.00%	
1	6125	LEGAL PUBLICATIONS	Expense	4,270.47	33,350.00	12.81%	
1	6130	LIABILITY & PROPERTY INSURANCE	Expense	18,594.81	36,696.00	50.67%	
1	6135	PUBLIC ENTERTAINMENT	Expense	7,546.56	25,000.00	30.19%	
1	6140	MAINT. & REPAIR BUILDING	Expense	3,750.21	33,100.00	11.33%	
1	6141	IT SMALL EQUIPMENT	Expense	4,617.43	8,000.00	57.72%	
1	6142	MAINT. & REPAIR - EQUIPMENT	Expense	18,399.98	55,150.00	33.36%	
1	6150	MAINTENANCE & REPAIRS - SYSTEM	Expense	21,883.03	180,500.00	12.12%	
1	6155	MEETINGS/COMMITTEES	Expense	1,752.50	20,930.00	8.37%	
1	6160	MISCELLANEOUS EXPENSES	Expense	7,368.10	36,300.00	20.30%	
1	6165	OFFICE SUPPLIES	Expense	5,911.25	31,800.00	18.59%	
1	6175	SMALL TOOLS	Expense	5,417.35	41,500.00	13.05%	
1	6188	SIGNAGE	Expense	-	3,200.00	0.00%	
1	6190	POSTAGE & BILLING	Expense	7,827.03	26,500.00	29.54%	
1	6202	PROFESSIONAL SERVICES	Expense	29,142.95	103,000.00	28.29%	
1	6203	PROSECUTORIAL SERVICES	Expense	13,500.00	54,000.00	25.00%	
1	6211	RENT-BUILDINGS & LAND	Expense	445.50	2,082.00	21.40%	
1	6212	RENT-EQUIPMENT	Expense	6,405.89	34,100.00	18.79%	
1	6230	SAFETY TRAINING & EQUIPMENT	Expense	862.34	4,450.00	19.38%	
1	6255	TELEPHONE	Expense	5,014.21	26,850.00	18.67%	
1	6265	TRAINING & SCHOOLING	Expense	1,899.08	24,500.00	7.75%	
1	6270	TRAVEL	Expense	-	7,600.00	0.00%	
1	6280	UNEMPLOYMENT EXPENSES	Expense	-	7,000.00	0.00%	

Fund	Account	Detail	Revenue/Expense	12/31/21 Actual	Budget	Variance	Comment
1	6285	UNIFORMS	Expense	2,415.79	4,650.00	51.95%	
1	6290	UTILITIES	Expense	31,565.05	155,700.00	20.27%	
1	6300	FUEL	Expense	7,478.12	24,500.00	30.52%	
1	6305	VEHICLE MAINTENANCE & REPAIRS	Expense	2,556.54	9,700.00	26.36%	
1	6400	TRANSFERS OUT	Expense	2,849,023.05	5,242,720.00	54.34%	Transfer to Capital Projects Fund
1	6500	CASH OVER/SHORT	Expense	(0.55)	50.00	-1.10%	
1	6505	BANK FEES	Expense	10,203.23	48,750.00	20.93%	
3	4200	GRANT REVENUE	Revenue	(191,269.00)	(5,108,163.00)	3.74%	
3	4210	REVENUE-CIM GREENBELT EAST	Revenue	-	-	0.00%	
3	4225	REVENUE - ART SHOWS	Revenue	-	-	0.00%	
3	4285	MISCELLANEOUS INCOME	Revenue	-	-	0.00%	
3	4900	TRANSFERS IN	Revenue	-	(2,393,697.00)	0.00%	
3	4950	CARRY OVER BALANCE	Revenue	-	-	0.00%	
3	6160	MISCELLANEOUS EXPENSES	Expense	-	-	0.00%	
3	6354	GRANT EXPENDITURES	Expense	190,769.00	7,501,860.00	2.54%	
3	6357	EXPENDITURE-UNION PACIFIC	Expense	-	-	0.00%	
5	4173	INTEREST REVENUE	Revenue	(6,772.84)	(20,000.00)	33.86%	
5	4504	WATER MAIN CAPACITY FEE	Revenue	(169,813.81)	(1,288,696.00)	13.18%	Building Slowed Down
5	4604	SEWER MAIN CAPACITY FEE	Revenue	(153,499.50)	(1,478,809.00)	10.38%	Building Slowed Down
5	4704	PRESSURE IRRIG CAPACITY FEE	Revenue	(65,911.09)	(628,653.00)	10.48%	Building Slowed Down
5	4950	CARRY OVER BALANCE	Revenue	(5,226,697.35)	(5,007,499.00)	104.38%	
5	6045	CONTINGENCY	Expense	-	4,349,562.00	0.00%	
5	6160	MISCELLANEOUS EXPENDITURES	Expense	0.01	-	0.00%	
5	6305	WATER MAIN CAPACITY REIMBURSE	Expense	-	822,880.00	0.00%	
5	6306	SEWER MAIN CAPACITY REIMBURSE	Expense	729,018.10	2,688,350.00	27.12%	
5	6307	PR IRR MAIN CAPACITY REIMBURSE	Expense	-	562,865.00	0.00%	
20	4164	DONATIONS - SPECIAL PROJECTS	Revenue	-	-	0.00%	
20	4173	INTEREST REVENUE	Revenue	(19,520.99)	(75,000.00)	26.03%	
20	4185	MISCELLANEOUS INCOME	Revenue	(4,370.38)	(100,000.00)	4.37%	
20	4358	DEVELOPMENT SUPPORT SERVICES	Revenue	(420.00)	(2,000.00)	21.00%	
20	4500	METERED WATER SALES	Revenue	(575,034.22)	(2,373,760.00)	24.22%	
20	4503	NEW METER	Revenue	(39,178.00)	(291,842.00)	13.42%	Building Slowed Down
20	4505	NEW SERVICE CONNECTION	Revenue	(125,317.50)	(1,000,000.00)	12.53%	Building Slowed Down
20	4507	WATER TOKEN SALES - BULK WATER	Revenue	(13,214.10)	(107,562.00)	12.29%	
20	4510	SERVICE RECONNECT FEES	Revenue	(1,764.40)	(7,000.00)	25.21%	
20	4550	INSPECTIONS REVENUE	Revenue	(11,174.00)	(72,456.00)	15.42%	
20	4775	LATE PAYMENT FEE	Revenue	(4,747.60)	(20,000.00)	23.74%	
20	4950	CARRY OVER BALANCE	Revenue	(12,676,144.35)	(12,213,185.00)	103.79%	
20	4955	DONATED INFRASTRUCTURE	Revenue	-	-	0.00%	
20	5000	SAL. & WAGES-ELECTED OFFICIALS	Expense	1,166.94	4,861.00	24.01%	
20	5005	SALARIES & WAGES - STAFF	Expense	161,606.65	765,872.00	21.10%	
20	5795	OVERTIME SALARIES & WAGES	Expense	3,793.53	21,061.00	18.01%	
20	5800	OASDI - EMPLOYER	Expense	10,108.28	49,091.00	20.59%	
20	5810	MEDICARE - EMPLOYER	Expense	2,364.26	11,481.00	20.59%	
20	5820	GROUP MEDICAL INSURANCE	Expense	26,735.68	130,354.00	20.51%	
20	5830	GROUP LIFE INSURANCE	Expense	82.35	494.00	16.67%	
20	5840	PERSI EMPLOYER 401(a)	Expense	19,813.93	94,540.00	20.96%	
20	5850	WORKERS' COMPENSATION INS.	Expense	4,906.89	25,926.00	18.93%	
20	5860	GROUP DENTAL/VISION INSURANCE	Expense	1,636.91	9,504.00	17.22%	
20	5950	TEAM BUILDING, ONBOARDING	Expense	434.84	1,471.00	29.56%	
20	6020	CAPITAL IMPROVEMENTS	Expense	303,927.40	5,261,300.00	5.78%	
20	6025	JANITORIAL	Expense	1,128.94	9,000.00	12.54%	
20	6045	CONTINGENCY	Expense	-	8,920,691.00	0.00%	
20	6050	CONTRACT LABOR	Expense	-	5,000.00	0.00%	
20	6052	CONTRACT SERVICES	Expense	3,525.07	20,000.00	17.63%	
20	6060	DEQ ASSESSMENT FEES	Expense	-	35,000.00	0.00%	
20	6065	DIG LINE EXPENSE	Expense	947.09	6,500.00	14.57%	
20	6075	DUES & MEMBERSHIPS	Expense	149.19	7,500.00	1.99%	
20	6095	BAD DEBT EXPENSE	Expense	17.75	300.00	5.92%	
20	6125	LEGAL PUBLICATIONS	Expense	443.52	7,000.00	6.34%	
20	6130	LIABILITY & PROPERTY INSURANCE	Expense	10,779.60	21,559.00	50.00%	
20	6131	INSURANCE CLAIMS PAID	Expense	-	1,500.00	0.00%	
20	6140	MAINT. & REPAIR BUILDING	Expense	4,169.62	20,000.00	20.85%	
20	6141	IT SMALL EQUIPMENT	Expense	5,425.63	11,000.00	49.32%	
20	6142	MAINT. & REPAIRS- EQUIPMENT	Expense	5,521.94	25,000.00	22.09%	
20	6150	M & R - SYSTEM	Expense	17,355.05	150,000.00	11.57%	
20	6151	M & R - PROCESS CHEMICALS	Expense	2,244.62	30,000.00	7.48%	
20	6152	M & R - LABORATORY COSTS	Expense	1,474.40	12,000.00	12.29%	
20	6155	MEETINGS/COMMITTEES	Expense	25.96	3,500.00	0.74%	
20	6160	MISCELLANEOUS EXPENSES	Expense	26,436.18	30,000.00	88.12%	Contains DEQ Assessment for All Year
20	6165	OFFICE SUPPLIES	Expense	1,466.55	8,500.00	17.25%	
20	6166	PP&E PURCHASES OPERATIONS	Expense	3,731.05	224,600.00	1.66%	
20	6175	SMALL TOOLS	Expense	1,087.92	15,000.00	7.25%	
20	6190	POSTAGE & BILLING	Expense	5,357.51	27,500.00	19.48%	

Fund	Account	Detail	Revenue/Expense	12/31/21 Actual	Budget	Variance	Comment
20	6202	PROFESSIONAL SERVICES	Expense	-	35,000.00	0.00%	
20	6211	RENT-BUILDINGS & LAND	Expense	378.00	2,000.00	18.90%	
20	6212	RENT - EQUIPMENT	Expense	380.37	3,500.00	10.87%	
20	6230	SAFETY TRAINING & EQUIPMENT	Expense	595.84	5,500.00	10.83%	
20	6255	TELEPHONE EXPENSE	Expense	3,517.33	17,500.00	20.10%	
20	6265	TRAINING & SCHOOLING EXPENSE	Expense	994.83	6,500.00	15.31%	
20	6270	TRAVEL EXPENSES	Expense	-	3,000.00	0.00%	
20	6280	UNEMPLOYMENT EXPENSES	Expense	-	4,000.00	0.00%	
20	6285	UNIFORMS EXPENSE	Expense	1,506.62	5,200.00	28.97%	
20	6290	UTILITIES EXPENSE	Expense	22,720.80	150,000.00	15.15%	
20	6300	FUEL	Expense	4,305.17	16,500.00	26.09%	
20	6305	VEHICLE MAINTENANCE & REPAIRS	Expense	266.69	8,000.00	3.33%	
20	6505	BANK FEES	Expense	8,496.65	34,000.00	24.99%	
21	4173	INTEREST REVENUE	Revenue	(11,034.07)	(40,000.00)	27.59%	
21	4185	MISCELLANEOUS INCOME	Revenue	(42.77)	(90,000.00)	0.05%	
21	4358	DEVELOPMENT SUPPORT SERVICES	Revenue	(420.00)	(2,000.00)	21.00%	
21	4510	SERVICE RECONNECT FEES	Revenue	(3,404.64)	(12,000.00)	28.37%	
21	4550	INSPECTIONS REVENUE	Revenue	(7,084.00)	(45,000.00)	15.74%	
21	4600	SEWER USER FEES	Revenue	(1,108,637.96)	(4,527,251.00)	24.49%	
21	4606	LID REDUCED SEWER CONNECTION	Revenue	(200,652.37)	(1,183,207.00)	16.96%	Building Slowed Down
21	4640	FARM REVENUE	Revenue	(32,268.68)	(114,782.00)	28.11%	
21	4775	LATE PAYMENT FEE	Revenue	(9,161.11)	(35,000.00)	26.17%	
21	4950	CARRY OVER BALANCE	Revenue	(9,602,786.74)	(8,429,103.00)	113.92%	
21	4955	DONATED INFRASTRUCTURE	Revenue	-	-	0.00%	
21	5000	SAL. & WAGES-ELECTED OFFICIALS	Expense	1,081.90	4,861.00	22.26%	
21	5005	SALARIES & WAGES - STAFF	Expense	181,802.17	856,013.00	21.24%	
21	5795	OVERTIME SALARIES & WAGES	Expense	3,343.29	23,540.00	14.20%	
21	5800	OASDI - EMPLOYER	Expense	11,386.48	54,834.00	20.77%	
21	5810	MEDICARE - EMPLOYER	Expense	2,663.13	12,824.00	20.77%	
21	5820	GROUP MEDICAL INSURANCE	Expense	30,395.95	140,356.00	21.66%	
21	5830	GROUP LIFE INSURANCE	Expense	94.44	559.00	16.89%	
21	5840	PERSI EMPLOYER 401(a)	Expense	22,397.70	105,599.00	21.21%	
21	5850	WORKERS' COMPENSATION INS.	Expense	3,861.98	17,414.00	22.18%	
21	5860	GROUP DENTAL/VISION INSURANCE	Expense	1,689.02	9,846.00	17.15%	
21	5950	TEAM BUILDING, ONBOARDING	Expense	398.84	1,644.00	24.26%	
21	6020	CAPITAL IMPROVEMENTS	Expense	421,123.58	3,196,600.00	13.17%	
21	6025	JANITORIAL	Expense	1,380.01	9,000.00	15.33%	
21	6045	CONTINGENCY	Expense	96,973.20	7,782,075.00	1.25%	
21	6050	CONTRACT LABOR	Expense	-	3,500.00	0.00%	
21	6052	CONTRACT SERVICES	Expense	3,977.47	17,000.00	23.40%	
21	6065	DIG LINE EXPENSE	Expense	947.09	5,000.00	18.94%	
21	6075	DUES & MEMBERSHIPS	Expense	389.19	5,000.00	7.78%	
21	6090	FARM EXPENDITURES	Expense	3,387.67	114,782.00	2.95%	
21	6095	BAD DEBT EXPENSE	Expense	23.94	300.00	7.98%	
21	6097	DEPOSITS ON ACCOUNT	Expense	-	5,000.00	0.00%	
21	6125	LEGAL PUBLICATIONS EXPENSE	Expense	443.52	5,000.00	8.87%	
21	6130	LIABILITY & PROPERTY INSURANCE	Expense	22,098.18	44,196.00	50.00%	
21	6131	INSURANCE CLAIMS PAID	Expense	-	1,500.00	0.00%	
21	6140	MAINT & REPAIR BUILDING	Expense	3,675.09	37,000.00	9.93%	
21	6141	IT SMALL EQUIPMENT	Expense	5,402.47	10,000.00	54.02%	
21	6142	MAINT. & REPAIRS - EQUIPMENT	Expense	8,314.75	75,000.00	11.09%	
21	6150	M & R - SYSTEM	Expense	35,918.44	195,000.00	18.42%	
21	6151	M & R - PROCESS CHEMICALS	Expense	3,150.00	165,000.00	1.91%	
21	6152	M & R - LABORATORY COSTS	Expense	6,976.05	55,000.00	12.68%	
21	6153	M & R - SLUDGE DISPOSAL	Expense	14,605.49	70,000.00	20.86%	
21	6155	MEETINGS/COMMITTEES	Expense	112.63	2,500.00	4.51%	
21	6160	MISCELLANEOUS EXPENSES	Expense	-	55,000.00	0.00%	
21	6165	OFFICE SUPPLIES	Expense	1,688.66	9,200.00	18.36%	
21	6166	PP&E PURCHASES - OPERATIONS	Expense	34,768.60	859,600.00	4.04%	
21	6175	SMALL TOOLS	Expense	3,779.04	16,500.00	22.90%	
21	6190	POSTAGE & BILLING	Expense	5,357.51	27,500.00	19.48%	
21	6202	PROFESSIONAL SERVICES	Expense	11,849.58	30,000.00	39.50%	
21	6211	RENT - BUILDINGS & LAND	Expense	364.50	2,400.00	15.19%	
21	6212	RENT- EQUIPMENT	Expense	816.37	3,000.00	27.21%	
21	6230	SAFETY TRAINING & EQUIPMENT	Expense	1,243.84	7,500.00	16.58%	
21	6255	TELEPHONE EXPENSE	Expense	4,054.59	20,000.00	20.27%	
21	6265	TRAINING & SCHOOLING EXPENSE	Expense	930.03	4,000.00	23.25%	
21	6270	TRAVEL EXPENSES	Expense	-	1,500.00	0.00%	
21	6280	UNEMPLOYMENT EXPENSES	Expense	-	4,000.00	0.00%	
21	6285	UNIFORMS EXPENSE	Expense	938.69	5,200.00	18.05%	
21	6290	UTILITIES EXPENSE	Expense	59,567.38	330,000.00	18.05%	
21	6300	FUEL	Expense	5,324.26	20,000.00	26.62%	
21	6305	VEHICLE MAINTENANCE & REPAIRS	Expense	2,517.65	17,000.00	14.81%	
21	6505	BANK FEES	Expense	8,493.65	35,000.00	24.27%	

Fund	Account	Detail	Revenue/Expense	12/31/21 Actual	Budget	Variance	Comment
25	4173	INTEREST REVENUE	Revenue	(8,654.48)	(30,000.00)	28.85%	
25	4177	GRAVITY IRRIGATION USER FEES	Revenue	(15,872.96)	(20,000.00)	79.36%	
25	4185	MISCELLANEOUS INCOME	Revenue	(11.66)	(30,000.00)	0.04%	
25	4358	DEVELOPMENT SUPPORT SERVICES	Revenue	(160.00)	(900.00)	17.78%	
25	4505	NEW SERVICE CONNECTION	Revenue	(103,237.70)	(1,000,000.00)	10.32%	Building Slowed Down
25	4510	SERVICE RECONNECT FEES	Revenue	(1,330.96)	(3,000.00)	44.37%	
25	4550	INSPECTION REVENUE	Revenue	(12,671.00)	(55,000.00)	23.04%	
25	4700	PRESS. IRRIGATION USER FEES	Revenue	(433,928.25)	(925,521.00)	46.88%	
25	4775	LATE PAYMENT FEE	Revenue	(3,581.29)	(8,000.00)	44.77%	
25	4950	CARRY OVER BALANCE	Revenue	(6,281,898.94)	(5,515,152.00)	113.90%	
25	4955	DONATED INFRASTRUCTURE	Revenue	-	-	0.00%	
25	5000	SAL. & WAGES-ELECTED OFFICIALS	Expense	563.08	2,431.00	23.16%	
25	5005	SALARIES & WAGES - STAFF	Expense	41,459.23	198,680.00	20.87%	
25	5795	OVERTIME WAGES EXPENSE	Expense	948.37	5,464.00	17.36%	
25	5800	OASDI - EMPLOYER	Expense	2,583.26	12,808.00	20.17%	
25	5810	MEDICARE - EMPLOYER	Expense	603.63	2,995.00	20.15%	
25	5820	GROUP MEDICAL INSURANCE	Expense	7,089.29	35,293.00	20.09%	
25	5830	GROUP LIFE INSURANCE	Expense	21.76	131.00	16.61%	
25	5840	PERSI EMPLOYER (401a)	Expense	5,068.63	24,665.00	20.55%	
25	5850	WORKERS' COMPENSATION INS.	Expense	1,267.43	6,798.00	18.64%	
25	5860	GROUP DENTAL/VISION INSURANCE	Expense	430.31	2,516.00	17.10%	
25	5950	TEAM BUILDING, ONBOARDING	Expense	132.37	384.00	34.47%	
25	6020	CAPITAL IMPROVEMENTS	Expense	5,052.48	1,363,700.00	0.37%	
25	6025	JANITORIAL	Expense	432.00	5,500.00	7.85%	
25	6045	CONTINGENCY FUND	Expense	-	5,270,532.00	0.00%	
25	6050	CONTRACT LABOR	Expense	-	3,000.00	0.00%	
25	6052	CONTRACT SERVICES	Expense	1,708.25	7,000.00	24.40%	
25	6065	DIG LINE EXPENSE	Expense	360.80	2,000.00	18.04%	
25	6075	DUES & MEMBERSHIPS EXPENSE	Expense	56.85	2,000.00	2.84%	
25	6095	BAD DEBT EXPENSE	Expense	(0.81)	75.00	-1.08%	
25	6115	MAINT & REPAIR-SYSTEM-GRAVITY	Expense	-	2,500.00	0.00%	
25	6116	IRRIGATION / WATER COSTS	Expense	12,909.27	180,000.00	7.17%	
25	6125	LEGAL PUBLICATIONS	Expense	1,081.02	5,500.00	19.65%	
25	6130	LIABILITY & PROPERTY INSURANCE	Expense	2,425.41	4,851.00	50.00%	
25	6131	INSURANCE CLAIMS PAID	Expense	-	5,500.00	0.00%	
25	6140	MAINT & REPAIR BUILDING	Expense	988.29	6,500.00	15.20%	
25	6141	IT SMALL EQUIPMENT	Expense	1,430.01	5,000.00	28.60%	
25	6142	MAINT. & REPAIRS - EQUIPMENT	Expense	1,771.56	10,000.00	17.72%	
25	6150	MAINT. & REPAIRS - SYSTEM (PI)	Expense	3,467.82	90,000.00	3.85%	
25	6155	MEETING/COMMITTEES	Expense	9.92	1,200.00	0.83%	
25	6160	MISCELLANEOUS EXPENSES	Expense	-	27,000.00	0.00%	
25	6165	OFFICE SUPPLIES	Expense	550.26	4,500.00	12.23%	
25	6166	PP&E PURCHASES - OPERATIONS	Expense	1,421.36	70,800.00	2.01%	
25	6175	SMALL TOOLS	Expense	428.48	7,500.00	5.71%	
25	6190	POSTAGE & BILLING	Expense	2,060.58	10,500.00	19.62%	
25	6202	PROFESSIONAL SERVICES	Expense	6,126.76	15,000.00	40.85%	
25	6211	RENT - BUILDINGS & LAND	Expense	162.00	750.00	21.60%	
25	6212	RENT - EQUIPMENT	Expense	146.27	2,000.00	7.31%	
25	6230	SAFETY TRAINING & EQUIPMENT	Expense	196.10	2,000.00	9.81%	
25	6255	TELEPHONE EXPENSE	Expense	1,152.20	5,000.00	23.04%	
25	6265	TRAINING & SCHOOLING EXPENSE	Expense	278.69	2,000.00	13.93%	
25	6270	TRAVEL EXPENSES	Expense	-	2,000.00	0.00%	
25	6280	UNEMPLOYMENT EXPENSES	Expense	-	2,000.00	0.00%	
25	6285	UNIFORMS EXPENSE	Expense	452.43	1,500.00	30.16%	
25	6290	UTILITIES EXPENSE	Expense	3,840.04	150,000.00	2.56%	
25	6300	FUEL	Expense	1,076.30	6,500.00	16.56%	
25	6305	VEHICLE MAINTENANCE & REPAIR	Expense	84.49	3,000.00	2.82%	
25	6505	BANK FEES	Expense	3,344.07	16,500.00	20.27%	
26	4173	INTEREST INCOME	Revenue	(15.75)	(50.00)	31.50%	
26	4950	CARRYOVER	Revenue	(103,373.56)	(90,000.00)	114.86%	
26	4975	SOLID WASTE USER FEES	Revenue	(769,272.12)	(2,980,527.00)	25.81%	
26	6045	CONTINGENCY	Expense	-	127,176.00	0.00%	
26	6095	BAD DEBT EXPENSE	Expense	78.00	-	0.00%	
26	7000	SOLID WASTE SERVICE FEES	Expense	757,516.76	2,943,401.00	25.74%	
40	4900	TRANSFERS IN	Revenue	(2,849,023.05)	(5,499,023.00)	51.81%	
40	4950	CARRY OVER	Revenue	(1,409,871.64)	(810,208.00)	174.01%	
40	6020	CAPITAL IMPROVEMENTS	Expense	497,394.12	6,146,731.00	8.09%	
40	6166	PP&E PURCHASES OPERATIONS	Expense	11,955.00	162,500.00	7.36%	
40	6400	TRANSFERS OUT	Expense	-	-	0.00%	
50	4173	INTEREST INCOME	Revenue	(479.31)	(2,500.00)	19.17%	
50	4650	PARK IMPACT FEE REVENUE	Revenue	(106,107.00)	(795,020.00)	13.35%	Building Slowed Down
50	4950	CARRY OVER	Revenue	(2,696,860.79)	(2,673,641.00)	100.87%	
50	6045	CONTINGENCY	Expense	-	971,161.00	0.00%	
50	6400	TRANSFER OUT	Expense	-	2,500,000.00	0.00%	

Fund	Account	Detail	Revenue/Expense	12/31/21 Actual	Budget	Variance	Comment
51	4173	INTEREST INCOME	Revenue	-	-	0.00%	
51	4650	POLICE IMPACT FEE REVENUE	Revenue	(10,208.16)	(88,209.00)	11.57%	Building Slowed Down
51	4950	CARRY OVER	Revenue	(169,545.24)	(182,553.00)	92.87%	
51	6045	CONTINGENCY	Expense	-	120,762.00	0.00%	
51	6400	TRANSFER OUT	Expense	-	150,000.00	0.00%	
52	4100	PROPERTY TAX REVENUE	Revenue	(89,578.97)	(37,420.00)	239.39%	
52	4650	URBAN RENEWAL REVENUE	Revenue	-	-	0.00%	
52	4950	CARRY OVER	Revenue	-	-	0.00%	
52	6045	CONTINGENCY	Expense	-	15,420.00	0.00%	
52	6202	PROFESSIONAL SERVICES	Expense	337.50	12,000.00	2.81%	
52	6287	GENERAL AND ADMIN	Expense	-	10,000.00	0.00%	

CITY OF KUNA
 COMBINED CASH INVESTMENT
 DECEMBER 31, 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	21,277,579.15
99-1040	CASH - US BANK GENERAL CKNG	1,463,241.90
99-1041	CASH - US BANK PAYROLL CKNG	.00
99-1042	CASH - LGIP PARK IMPACT FEES	2,765,196.13
99-1043	CASH - XPRESS DEPOSIT ACCOUNT	72,083.04
99-1044	CASH-LGIP AGENCY FUND	3,725,457.36
99-1045	CERTIFICATE OF DEPOSIT ICCU	20,215,350.85
99-1070	RETURNED CHECK CLEARING	.00
99-1075	UTILITY CASH CLEARING	.00
	TOTAL COMBINED CASH	49,518,908.43
99-2000	ACCOUNTS PAYABLE	.00
99-1000	CASH ALLOCATED TO OTHER FUNDS	(49,518,908.43)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	4,788,100.31
3	ALLOCATION TO GRANT FUND	(183,294.00)
5	ALLOCATION TO LATE COMERS FEE FUND	4,892,134.31
6	ALLOCATION TO JUVENILE JUSTICE FUND	.00
19	ALLOCATION TO WELL MITIGATION FUND	.00
20	ALLOCATION TO WATER FUND	12,864,450.62
21	ALLOCATION TO SEWER FUND	9,652,257.27
22	ALLOCATION TO LID #2006-1 WWTP FUND	.00
25	ALLOCATION TO PRESSURE IRRIGATION FUND	6,561,586.02
26	ALLOCATION TO SOLID WASTE FUND	100,352.87
30	ALLOCATION TO AGENCY FUND	3,904,214.48
40	ALLOCATION TO GOVERNMENTAL CAP. PROJ. FUND	3,955,928.02
50	ALLOCATION TO PARK IMPACT FEE/CAP PROJ FUND	2,803,695.13
51	ALLOCATION TO POLICE IMPACT FEE FUND	179,753.40
52	ALLOCATION TO URBAN RENEWAL DISTRICT	(270.00)
	TOTAL ALLOCATIONS TO OTHER FUNDS	49,518,908.43
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(49,518,908.43)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

(Space above reserved for recording)

ORDINANCE 2022-05

CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[DB 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 DB 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 DB 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 15th day of February 2022.

ATTEST:

CITY OF KUNA, Ada County, Idaho

Joe L. Stear, Mayor

Chris Engels, City Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR WATER RIGHTS ON
ARDELL ESTATES 5
DB DEVELOPMENT LLC.**

A parcel of land situate in the northeast quarter of the southeast quarter of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, and being more particularly described as follows:

Commencing at the northeast corner of the southeast quarter of said Section 14; thence S89°56'20"W, 2,642.11 feet along the northerly boundary of the southeast quarter of said Section 14 to the northwest corner of the southeast quarter of said Section 14; thence S00°19'58"E, 621.77 feet along the westerly right-of-way of North School Avenue to the Point of Beginning:

Thence N89°35'12"E, 193.01 feet;

Thence N00°24'48"W, 55.62 feet;

Thence N89°56'28"E, 512.90 feet;

Thence N76°41'59"E, 50.42 feet;

Thence N84°06'41"E, 100.00 feet;

Thence S05°53'19"E, 274.64 feet;

Thence S89°56'27"W, 180.62 feet;

Thence S00°03'33"E, 100.51 feet;

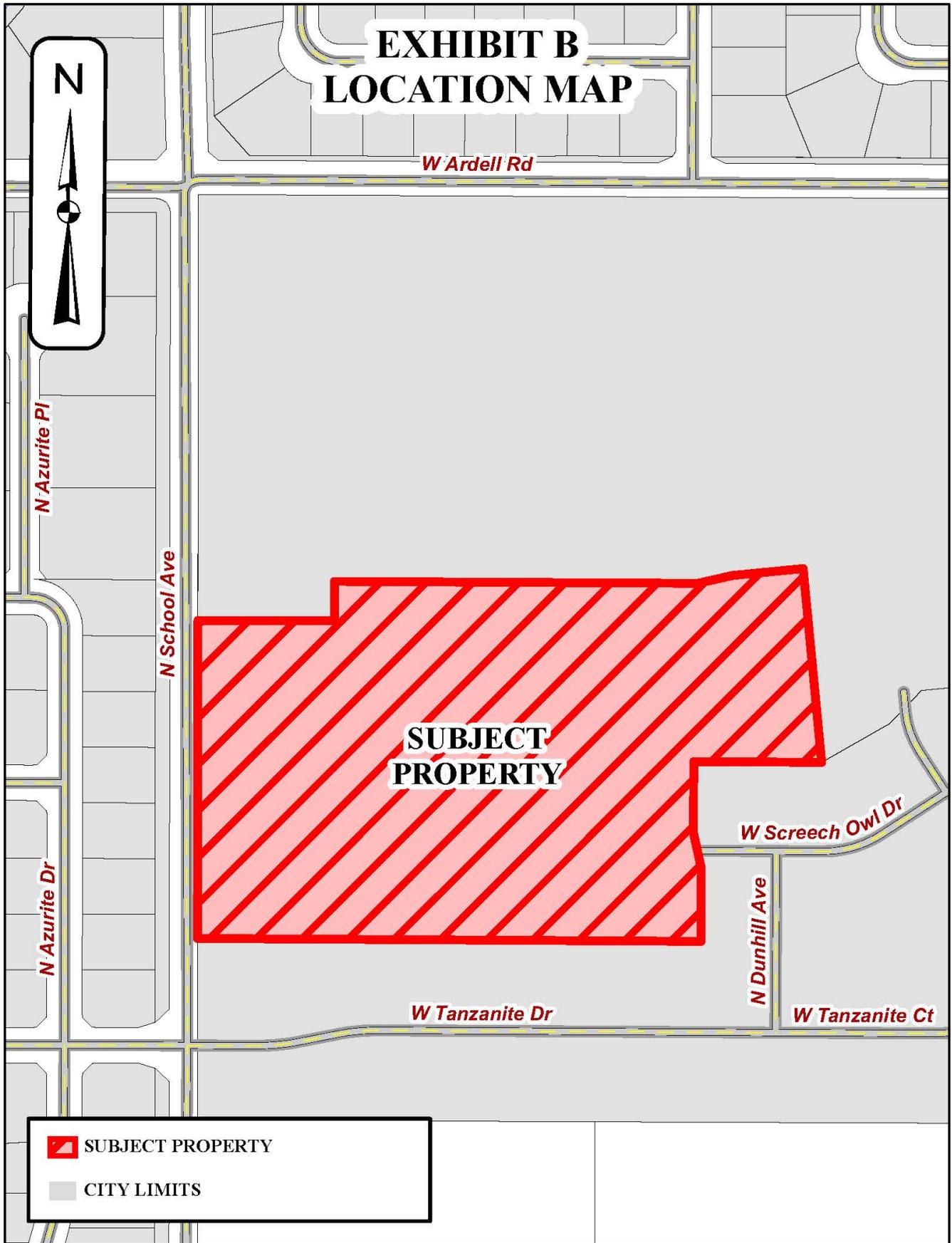
Thence S13°07'21"E, 51.33 feet;

Thence S00°03'34"E, 103.00 feet;

Thence S89°56'26"W, 710.87 feet to the easterly right-of-way of North School Avenue;

Thence N00°19'58"W, 448.23 feet along said easterly right-of-way of North School Avenue to the Point of Beginning.

Comprising 8.92 acres, more or less.



(Space above reserved for recording)

**ORDINANCE NO. 2022-06
CITY OF KUNA, IDAHO**

**M3 ID RISING SUN, 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. R0615250525 AND R0615250700 OWNED BY M3 ID RISING SUN, LLC, WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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, M3 ID Rising Sun, LLC, (The “Owner”) of Ada County Assessor’s Parcel Nos. R0615250525 and R0615250700 [legally described in Exhibit A attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, the Real Properties are situated in the unincorporated area of Ada County.

WHEREAS, M3 ID Rising Sun, LLC, as the owner, has filed with the City the following written request and application:

- Annexation of Parcel Nos. R0615250525 and R0615250700 with an R-6 zoning district classification.

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on October 13, 2020, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on October 27, 2020) where it was

recommended to the Mayor and Council that the annexation for lands described in Exhibit A and the R-6 zoning request, be approved;

WHEREAS, The Council, pursuant to public notice as required by law, held a public hearing on December 1, 2020 as required by Section 67-6525, Idaho Code, and made findings (approved on December 15, 2020) wherein the City Council determined that M3 Companies, LLC's written request and application for annexation, as the Owner of parcel Nos. R0615250525 and R0615250700, should be granted with R-6 zoning district classifications.

WHEREAS, the zoning classification of R-6 is appropriate to meet the requirements of the Kuna City Code and should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Kuna City Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties, M3 ID Rising Sun, LLC, has requested, in writing, annexation thereof to the City.

Section 2: The Real Properties, all situated in Ada County, Idaho, adjacent to and contiguous to the City, commonly known as Parcel Nos. R0615250525 and R0615250700 and more particularly and legally described in "Exhibit A" – Legal Description and "Exhibit B" – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all Ordinances, Resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-6, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the Real Properties described in Section 2 above in the R-6 zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 15TH day of February, 2022.

CITY OF KUNA

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A LEGAL DESCRIPTION

M3 ID RISING SUN, LLC MUNICIPAL ANNEXATION AND ZONING

A tract of land situate in the north half of the northwest quarter of Section 30, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, County of Ada, State of Idaho, and being more particularly described as follows:

Commencing at the northwest corner of said Section 30; thence from said Point of Commencement, coincident with the north line of said Section 30, the following two (2) consecutive courses and distances:

1. South 89°33'00" East, a distance of 2,542.44 feet to the north quarter corner of said Section 30, and
2. reversing course, North 89°33'00" West, coincident with said north line, a distance of 662.15 feet;

thence leaving said north line, South 00°22'43" West, a distance of 25.00 feet to a 5/8-inch rebar marking the northeasterly corner of Lot 2 of Block 5 of the Amended Plat of Avalon Orchard Tracts recorded in Book 6 of Plat Books, at Page 254, Ada County Records, as said Lot and Block are shown on Record of Survey No. 10925, Ada County Records, said point being the **Point of Beginning** of this description;

thence from said **Point of Beginning**, coincident with the southerly right-of-way line of E. Kuna Road as shown on said Record of Survey, the following three (3) consecutive courses and distances:

1. North 89°33'00" West, a distance of 642.04 feet to the northwest corner of said Block 5,
2. continuing North 89°33'00" West, a distance of 40.00 feet to a 5/8-rebar marking the northeast corner of Block 6 as shown on said Record of Survey, and
3. continuing North 89°33'00" West, a distance of 154.56 feet a 5/8-inch rebar marking the point of intersection of said southerly right-of-way line with the easterly line of the property shown on Record of Survey No. 9362, Ada County Records;

thence leaving said right-of-way line, South 00°54'07" West, coincident with said easterly line, a distance of 294.15 feet to a 5/8-inch rebar marking the point of intersection of said easterly line with the centerline of the Teed 346 Rotation Sub-Lateral as shown the aforesaid Record of Survey No. 10925; thence coincident with said centerline, the following four (4) consecutive courses and distances:

1. North 81°53'53" East, a distance of 24.05 feet to a 5/8-inch rebar,
2. North 67°54'04" East, a distance of 53.20 feet to a 5/8-inch rebar,
3. North 52°46'18" East, a distance of 63.95 feet to a 5/8-inch rebar, and
4. North 49°50'12" East, a distance of 44.27 feet to a 5/8-inch rebar;

thence leaving said centerline, South 89°37'17" East, a distance of 40.00 feet to a point on the westerly line of the aforesaid Block 5; thence South 00°22'43" West, coincident with said westerly line, a distance of 373.24 feet to the northeast corner of the tract of land described in the Quitclaim Deed Conveying Public

Right-of-way recorded as Instrument No. 2021-152919, Official records of Ada County; thence North 89°37'17" West, coincident with the northerly line of said tract of land, a distance of 31.00 feet to a 5/8-inch rebar; thence leaving said northerly line, the following eight (8) consecutive courses and distances:

4. South 00°22'43" West, a distance of 132.10 feet to a 5/8-inch rebar,
5. South 74°48'41" East, a distance of 31.91 feet to a 5/8-inch rebar,
6. South 79°47'54" East, a distance of 144.30 feet to a 5/8-inch rebar,
7. South 89°37'17" East, a distance of 80.37 feet to a 5/8-inch rebar,
8. North 73°20'48" East, a distance of 96.83 feet to a 5/8-inch rebar,
9. South 89°58'07" East, a distance of 174.23 feet to a 5/8-inch rebar,
10. South 68°48'20" East, a distance of 163.52 feet to a 5/8-inch rebar, and
11. North 00°22'43" East, a distance of 768.22 feet to the **Point of Beginning**.

Containing an area of 11.93 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.

