

City of Kuna P.O. Box 13 Kuna, Idaho 83634 Phone: (208) 922-5274

Fax: (208) 922-5989 www.Kunacity.id.gov

## Agency Transmittal – July 12, 2022

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

22-05-AN (Annexation), 22-03-PUD (Planned Unit Development), 22-08-S (Preliminary Plat), 22-03-SUP (Special Use Permit), 22-18-DR (Design Review) & 22-03-DA (Development Agreement) For Madrone Village Subdivision
KM Engineering requests Planned Unit Development approval for an
approx. 78-acre parcel, with a C-1 (Neighborhood Commercial), R-8 (Medium Density Residential) and R-12 (High Density Residential) zoning districts. Applicant also requests Preliminary Plat approval in order to subdivide the approx. 78 acres into 484 total lots (336 single-family, 96 townhomes, 38 common, 7 shared driveway, and 7 commercial). The subject site is located at 2021 W Kuna Road (APN: R7321001000); Section 27, Township 2 North, Range 1 West.
2021 W Kuna Road Kuna, ID 83634
Stephanie Hopkins KM Engineering shopkins@kmengllp.com
Tuesday, <b>October 25, 2022</b> at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4 <sup>th</sup> Street, Kuna, ID 83634
Jessica Reid 208.387.7731 jreid@kunaid.gov

We have included a packet with the application items that were submitted to assist you with your consideration and responses. *Please provide comments within 15 days; if more time is needed, please inform our offices. We would appreciate any information as to how this action would affect the service(s) your agency provides.* The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, including their email address. If your agency needs additional time for review, please let our office know ASAP.



## Planning & Zoning **Application Coversheet**



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

\*\*Office Use Only\*\*

F	ile No.(s): 22-05-AN, 22-03-PUD, 22-08-S,	22-	18-DR, 22-03-DA , 22-03-SUP		
Project Name:Madrone Village					
D	ate Received: 05.12.2022				
	<del>-</del>				
ע	ate Accepted as Complete:				
Тур	e of review requested (check all that apply):				
Χ	Annexation & Zoning		Appeal		
	Comp. Plan Map Amendment		Combination Pre & Final Plat		
Χ	Design Review	Χ	Development Agreement		
	Final Planned Unit Development		Final Plat		
	Lot Line Adjustment		Lot Split		
	Ordinance Amendment	Х	Planned Unit Development	,	
Χ	Preliminary Plat		Rezone		
X	Special Use Permit		Temporary Business		
	Vacation		Variance		
Name:Arroyo Indio Farm, LLC.  Address:1977 East Overland Road, Meridian, Idaho  Phone: Email:  Applicant (Developer) Information					
	ne:Arroyo Indio Farm, LLC. ress: _1977				
	ne: Email:				
1 110					
	Engineer/Represer	<u>ıtatı</u>	<u>ive Information</u>		
Nan	e: KM Engineering, LLP Stephanie Hopkins				
Add	ress: _5725 North Discovery Way, Boise, Idaho				
Pho	ne: <u>208.639.6939</u> Email: _	sho	pkins@kmengllp.com		
	Subject Proper	ty I	<u>information</u>		
Site Address: 2021 West Kuna Road					
Nea	Nearest Major Cross Streets: South of Kuna Road, 1300' west of Ten Mile Road				

Parcel No.(s): R7321001000	
Section, Township, Range: West 1/2 of the NE 1/4	of Section 27, T2N, R1W
Property Size:+/- 77 Acres	
Current Land Use: <u>Undeveloped</u>	Proposed Land Use: Residential and commercial
Current Zoning: Agricultural	Proposed Zoning: R-8, R-12, C-1
Project D	<u>Description</u>
Project Name: _Madrone Village	
General Description of Project: Mixed use project of	comprised of single-family detached and attached units,
<u>open space, commercial lots, a future fire station l</u>	ot and city park.
Type of proposed use (check all that apply and provi  ☑ Residential: R-2 R-4 R-6  R-1 R-20 ☐  ☐ Office ☐ Industrial: M-1 M-2 ☐ Other:	© Commercial: C-D C-2 C-3 □ CBD
Type(s) of amenities provided with development: <u>M</u>	/alking paths, pickleball courts, dog park, future city park,
_commercial lot to be dedicated to Kuna Rural Fire [	District
Residential Project Su	ımmary (If Applicable)
Are there existing buildings? YES NO	
If YES, please describe: Existing agricultural buildi	ngs
Will any existing buildings remain? YES	
No. of Residential Units: 432	No. of Building Lots: 432
No. of Common Lots: 38	No. of Other Lots: 7 common access lots
Type of dwelling(s) proposed (check all that apply):  ☐ Single-Family ☐ Townhomes ☐ Dup ☐ Other:	·
Minimum square footage of structure(s): TBD	
Gross Density (Dwelling Units ÷ Total Acreage): 6	.03 du/acre
Net Density (Dwelling Units ÷ Total Acreage not inc	cluding Roads): 8 04 du/acre

Type of Open Space provided (i.e. public, common, landscaping): Common open space, landscaping buffers potentially future city park for public open space
Non-Residential Project Summary (If Applicable)
Number of building lots: 7 Other lots: 0
Gross floor area square footage: TBD Existing (if applicable):n/a
Building height:TBD Hours of Operation:TBD
Total No. of Employees:TBD Max No. of Employees at one time:TBD
No. of and ages of students:TBD Seating capacity:TBD
Proposed Parking
ADA accessible spaces: TBD Dimensions: TBD
Regular parking spaces: TBD Dimensions: TBD
Width of driveway aisle:TBD
Proposed lighting: TBD
Is lighting "Dark Sky" compliant? YES NO
Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):
Landscape buffer adjacent to Kuna Road is proposed in compliance with Kuna City Code, a landscape buffer
is proposed adjacent to proposed residential lots. Future commercial lots will be required to submit subseque
applications to demonstrate compliance with Kuna City landscaping requirements.
Applicant Signature: Stephane Mossing Date: 4.15.2022  By signing, you are confirming you have provided all required items listed on this application.

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



# Planned Unit Development Application



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

**Office Use Only**
Case No(s).: 22-03-PUD, 22-05-AN, 22-08-S, 22-18-DR, 22-03-SUP, 22-03-DA
Project Name: Madrone Village
Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by staff
Date Received: 05.12.2022
Date Accepted as Complete:

KCC 5-1-6 defines a Planned Unit Development as, "An area of land in which a variety of Residential, Commercial and Industrial uses under single ownership or control is developed for the purpose of selling individual lots or estates and are accommodated in a preplanned environment with more flexible standards, such as lot sizes and setbacks."

The City of Kuna has adopted a Planned Unit Development (PUD) process whose purpose is to make Kuna a pleasant, comfortable place to live and work. This PUD process is based on standards and guidelines found in Kuna City Code (KCC) 6-5-2. KCC can be viewed at <a href="www.KunaCity.ID.gov">www.KunaCity.ID.gov</a>.

## Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet.
- Complete Planned Unit Development Application (It is the applicant's responsibility to use current application.)
- Detailed narrative or justification for the application, describing project, design elements and how the project complies with PUD standards; nature of the land use actions requested; proposed number of phases; number of lots for each applicable designation (i.e. Residential, Commercial, Common, etc.); Gross & Net density; Open Space percentage & amenities; roads; and parking.
- 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.
- Aerial Map 8.5" x 11": Color photo depicting the proposed site, street names, and surrounding area within 500'. (*The purpose of this photo is to view the existing features of the site & surrounding sites.*)
- Copy of Deed; <u>and</u>, if applicant is not the owner, an *original* Affidavit of Legal Interest from the owner (and <u>ALL</u> interested parties) stating the applicant is authorized to submit the application.
- 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.
- Preliminary Plat: Drawn to scale of 1" = 100' (or similar), displaying the following:
  - o Name of project and date
  - o Name of plan preparer with contact information

- Names, addresses and phone numbers of the Controller & any others involved in the project (i.e. Architect, Landscape Architect, Designer, Engineer, Planner, Nurseryman, etc.)
- North arrow
- o Property lines
- Location of subdivision lines
- o Existing structures Identify those which are relocated or removed
- o On-site and adjoining streets, alleys, private drives
- o Rights-of-way and their designation
- o Location and width of easements, canals and drainage ditches
- o On-site transportation circulation plan for motor vehicles, pedestrians and bicycles
- o Drainage location and method of on-site retention/detention
- Existing and/or proposed utility services, any above ground utility structures and provide their location
- o Parking layout including spaces, driveways, curbs, cuts, circulation patterns, pedestrian walks and vision triangles
- o Location and dimensions of off-street parking
- o Location and size of any loading areas, docks, ramps and vehicle storage or service areas
- o Roofline and foundation plan of building and location onsite
- Location of trash storage areas and exterior mechanical equipment; provide proposed method of screening
- O Sign locations (A separate Sign Application must be submitted; this is a Staff level review.)
- o Locations and uses of <u>all</u> Open Spaces
  - Location of public restrooms
- o Location, types and sizes of sound and visual buffers (all buffers must be located outside the public right-of-way)
- o Location of walls and fences; provide their height and material of construction
- Natural Features Map: showing an inventory of existing site features
  - o Ground elevation shown by contour lines at 2' intervals or less
    - 5' intervals may be accepted for slopes greater than 10%
  - o General soil types as documented by a soils engineer or engineering geologist
  - Hydrology:
    - Analysis of natural drainage patterns and water resources including an analysis of streams, natural drainage swales, wetlands, floodplain areas or other areas subject to flooding, poorly drained areas, permanent high ground water areas and seasonally high ground water areas as they may be located on site or be affected by on site activity
    - Proposed and existing storm water facilities
    - Water conveyance facilities
    - Water features (i.e., ponds, wetlands and permanent/intermittent water courses)
    - If any portion of property is subject to flooding, a FEMA Floodplain Development Permit Application is required
  - o Trees, vegetation and ground cover, historic sites, major rock outcroppings, etc.
  - O Sanitary sewer, storm drainage and water supply facilities (*If such facilities are not on or abutting the site, indicate the direction and distance to the nearest such facilities*)
  - o Width, location and purpose of all existing easements of record on/and abutting site(s)
- Site Plan: Drawn to a scale of 1" = 100' (or similar)
  - Name of project

- O Signed and stamped by a licensed engineer, including date and contact information (with the exception of concept drawings and residential structures that do not require a licensed engineer's review)
- North Arrow
- o Locations of all existing and proposed dwelling units and/or individual lots
- Location of major streets
- o Proposed yard requirements or Single-Family homes for individual lots
- o Existing and proposed traffic circulation system serving the PUD including:
  - Off-street parking and maneuvering
  - Points of access to existing public rights-of-way
  - Ownership of streets (i.e. Public or Private)
  - Parking areas
- o Existing and proposed pedestrian & bicycle circulation system
- O Conceptual plans for all services, including their location; whether services will be publicly or privately owned & maintained; location of utility connections. (*Any services intended to be privately owner, such as sewer/water/streets, requires prior review & approval by the City Engineer.*)
- o Proposed location and design of any public or private common areas or structures including Open Space; parks or recreations areas; and school sites.
- o Proposed architectural styles
- Landscape Plan for subdivision entrances, buffers, common areas, etc.
- Development Schedule indicating the approximate date on which construction of all phases within the project can be expected to begin; if schedule is approved by the Commission, it shall become part of the final development plan.
- Environmental Assessment, Grading Plan or other studies as may be appropriate for the proposed site or any additional information as determined by the Planning & Zoning Director, City Engineer, etc.

## <u>IF THE PRELIMINARY PLAT INCLUDES 100 LOTS OR MORE,</u> 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).

If the Planning & Zoning Director or Designee, the Commission and/or City Council determine that additional and/or revised information is needed, and/or if other unforeseen circumstances arise, any dates outlined for processing may be rescheduled by the City. Applicant/Representative must attend all scheduled meetings.

## **Owner Information**

Name:	
Address:	
Phone:	Email:

## **Applicant Information**

Nar	ne & Title:
Ado	dress:
Pho	one: Email:
	Representative
Nar	me:
Ado	dress:
Pho	one: Email:
	Property Information
Ado	dress:
Par	cel No(s).:
Maj	jor Cross Streets:
Dis	tance from Major Cross Streets:
	PUD Information
1.	This PUD Application is a request to construct, add or change (briefly explain the nature of request):
	- <del></del>
	-
2.	PUD Amenities (circle all that apply):
	Playground(s) Basketball/Tennis Court(s) Baseball Diamond Soccer/Rugby Field(s)
	Swimming Pool Natatoriums Walking/Running Paths Clubhouse School Sites
	Pedestrian/Bicycle Pathways (exclusive of required sidewalks adjacent to Public Rights-of-Way)
3.	Are there any proposed pedestrian amenities such as bike racks; trash receptacles; benches; drinking
	fountains; etc.? YES NO
	If Yes, please list:
4.	Total number of parking spaces, including L x W?

5.	What is the curr	rent land use?						
6.	6. What are the land uses of the adjoining properties?							
	North:	South:	East:	West:				
7.	If the developm	ent is intending to be phase	ed, what is the phasin	g time period?				
8.	Are there any irrigation ditches/canals on or adjacent to the property? YES NO  If yes, who is the name of the irrigation or drainage provider?							
9.	What is the proposed method of on-site drainage retention/detention?							
10.	% of site devote	ed to building coverage:						
11.	% of site devote	ed to landscaping:		Sq. Ft:				
12.	% of landscaping within parking lot(s):							
13.	Provide dimensions of landscaped areas within public ROW:							
14.	Are there any existing trees of 4-inch or greater in caliper? YES NO  If Yes, please provide type, size & indicate location on Landscape Plan:							
15.	% of site that is	hard surface:		Sq. Ft.:				
16.	% of site devote	ed to other uses:	1	Please describe:				

The Ada County Highway District (ACHD) may also conduct public meetings regarding this application. If you have questions about the meeting date(s), please contact ACHD at (208) 387-6170.

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.

The date of application acceptance shall be the date the applican the Planning & Zoning Department, including the application fee	•
Complete applications shall be reviewed within sixty (60) days of	of date of acceptance (KCC 5-1A-5A).
Applicant Signature: Hyplicant Signing, you are confirming you have provided all required.	Date: 4.19.2022
By signing, you are confirming you have provided all requ	ired items listed on this application.
Additional Information/Commo	ents/Notes

Information to Note:



## **Annexation Application**

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



Annexation requires public hearings with <u>both</u> 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 in Kuna City Code 5-1A-8.

**Office Use Only**					
Case No(s).: 22-05	5-AN, 22-03-PUD, 22-08-S, 22-18-DR, 22-03-DA, 22-03-SUP	_			
Project Name: Ma	adrone Village	-			
Date of Pre-Applica	ation Meeting: Valid for three (3) months				
Date Received: 05.	5.12.2022	-			
Date Accepted as Complete:					

## Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet.
- Complete Annexation Application (It is the applicant's responsibility to use the most current application.)
- Detailed narrative or justification for the application, describing the project, design elements, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code 5-13 and Idaho Code §50-222.
- Legal Description of Annexation Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- 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.
- 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 <u>each</u> party involved. Originals must be submitted to the Planning & Zoning Department.)
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.

This application shall not be considered complete (nor will a Public Hearing be scheduled) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled hearing date, fees due, and any additional items via a Letter of Completeness.

#### Information to Note:

The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee (KCC 5-1A-2C).

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



# Preliminary Plat Application



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

Preliminary Plats require public hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

**Office Use Only**
Case No(s).: 22-05-AN, 22-03-PUD, 22-08-S, 22-03-SUP, 22-18-DR, 22-03-SUP
Project Name: Madrone Village
Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by staff
Date Received: 05.12.2022
Date Accepted as Complete:

## Application shall contain one (1) copy of the following (digital documents preferred):

- 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 <u>each</u> 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
  - o Topography at 2' intervals
  - o Land uses (location, layout, types & dimensions) of Residential, Commercial & Industrial
  - o Street right-of-way (ROW) including dimensions of ROW dedication for all roadways, street sections, improvements, etc.
  - o Easements/common space such as utility easements, parks, community spaces, etc.
  - o 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).

Applicant Signature:	Hephanie	Hopking	Date:	4.15.2022	
By signing, you	are confirming you	have provided all req	nuired items liste	ed on this application.	



## **Special Use Application**

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



A Special Use requires a Public Hearing with the Planning & Zoning Commission. A Public Hearing sign will be required to be posted by the applicant for the meeting. Sign posting regulations are available online in Kuna City Code 5-1A-8.

**Office Use Only**		
Case No(s).: 22-05-AN, 22-03-PUD, 22-08-S, 22-03-SUP, 22-18-DR, 22-03-DA		
Project Name: Madrone Village		
Date Received: 05.12.2022		
Date Accepted as Complete:		

## Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet.
- Complete Special Use Permit Application.
- Detailed narrative or justification of the application, describing how the project enhances and beautifies the community; types of services the project will provide; and any other applicable information.
- Legal Description of Property: 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.
- 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.
- Aerial Photo: 8.5" x 11" depicting proposed site, street names, and surrounding parcels within five-hundred (500) feet. (The purpose of the aerial map is to view the site for existing features and existing features of adjacent sites.)
- 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 <u>each</u> party involved. Originals must be submitted to the Planning & Zoning Department.)
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.

This application shall not be considered complete (nor will a Public Hearing be scheduled) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled hearing date, fees due, and any additional items via a Letter of Completeness.

#### Information to Note:

The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee (KCC 5-1A-2C).

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

Applicant Signature: _	Stephanie He	opling	Date:	7.19.2021
By signing, you	are confirming you have	provided all required items	listed of	n this application.



## DESIGN REVIEW APPLICATION



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

**Office Use Only**
Case No(s).: 22-05-AN, 22-03-PUD, 22-08-S, 22-03-SUP, 22-18-DR, 22-03-DA
Project Name: Madrone Village
Date of Pre-Application Meeting: <u>Valid for three (3) months, unless otherwise determined by Staff</u>
Date Received: 05.12.2022
Date Accepted as Complete:

The City of Kuna has adopted a Design Review Overlay District whose purpose is to make Kuna a pleasant and comfortable place to live and work. This Design Review process is based on standards and guidelines found in Kuna City Code 5-4. The Design Overlay District includes all of Kuna City Limits.

Design Review includes, but is not limited to:

- Commercial
- Industrial
- Institutional
- Office
- Multi-family Residential
- Common Areas
- Proposed Conversions
- Proposed changes in land and/or building use
- Exterior Remodeling/Restoration
- Enlargement or Expansion of existing buildings or sites

## Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet
- Complete Design Review Application (It is the Applicant's responsibility to use the most current application.)
- Detailed narrative or justification for the application, describing the project, design elements and how the project complies with Design Review standards.
- Vicinity Map: 8.5" x 11" at 1" = 300' scale (or similar). Label the location of the property and adjacent streets.
- Aerial Map: 8.5" x 11" color photo depicting proposed site, street names, and surrounding area within 500'.
- Recorded Warranty Deed
- Affidavit of Legal Interest if the individual submitting the application is not the property owner. (One Affidavit required for <u>each</u> party involved. Originals must be submitted to the Planning & Zoning Department.)
- Color rendering and material sample(s) specifically noting where each color and material is to be located on the structure. (*PDF or photo of materials acceptable*).
- Detailed Plans: Site Plan; Landscape Plan; Drainage Plan; and Elevations.

## **Detailed Site Plan Requirements**

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Property Lines
- Existing structures Identify those which are relocated or removed
- On-site and adjoining streets, alleys, private drives and rights-of-way
- Drainage location and method of on-site retention/detention
- Location of public restrooms
- Existing and/or proposed utility services; any above ground utility structures and provide their location
- Location and width of easements, canals and drainage ditches
- Location and dimensions of off-street parking
- Location and size of any loading areas, docks, ramps and vehicle storage or service areas
- Location of trash storage areas and exterior mechanical equipment; provide proposed method of screening
- Sign locations (A separate Sign Application must be submitted; this is a Staff level review.)
- On-site transportation circulation plan for motor vehicles, pedestrians and bicycles
- Locations and uses of *all* Open Spaces (*if applicable*)
- Location, types and sizes of sound and visual buffers (all buffers must be located outside the public rights-of-way.)
- Parking layout including spaces, driveways, curbs, cuts, circulation patterns, pedestrian walks and vision triangles
- Location and designation of subdivision lines (if applicable), property lines, and rights-of-way
- Location of walls and fences; provide their height and material of construction
- Roofline and foundation plan of building and location onsite

#### Landscape Plan

The Landscape Plan need to be drawn by the Project Architect, Professional Landscape Architect, Landscape Designer, or qualified Nurseryman for developments possessing more than twelve thousand (12,000) square feet of private land. The Landscape Plan must be colored and drawn to a scale no smaller than 1" = 30', unless otherwise approved. The Planning & Zoning Director may require the preparation of a landscape plan for smaller developments by one of the noted individuals, if the lot(s) have unique attributes. (See Kuna City Code 5-17 Landscaping Requirements)

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Boundaries, property lines and dimensions
- Location and design of areas to be landscaped
- Location and labels for all proposed plants
- Existing vegetation identified by species & sizes, and if they are proposed to be relocated or removed (*Retention of existing trees required, see Kuna City Code 5-17-4*)
- Plant lists or schedules with the botanical common name, quantity, and spacing as well as the size of all proposed landscape materials at time of planting
- Location of automatic, underground irrigation systems (See Kuna City Code 5-17-11)
- Clearly identify pressurized irrigation lines and underground water storage

- Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fencings, fountains, street/pathway furniture, etc.
- Sign locations (a separate sign application must be submitted)
- Locations of open spaces (*if applicable*)
- Parking areas
- Location and designations of all sidewalks
- Engineered Grading and Drainage Plans: A generalized drainage plan showing direction drainage with proposed on-site retention. Upon submission of building/construction plans for an approved Design Review application, a detailed site grading and drainage plan prepared by a registered professional engineer (PE), shall be submitted to the City for review and approval by the City Engineer.

## **Building Elevations**

- Detailed elevation plans, in color, of each side of any proposed building(s) or addition(s). Label associated elevations with North, South, East, West
- Color renderings of all proposed building materials and indication where each material and color application are to be located, in PDF or JPEG format.
- Screening of mechanical equipment
- Provide a cross-section of the building showing any rooftop mechanical units and their roof placement
- Detailed trash enclosure elevation plans showing the materials to be used in construction

## **Lighting Plan**

- Exterior lighting, including detailed cut sheets and photometric plan (pedestrian, vehicle, security, decoration, etc.)
- Types and wattage of all light fixtures. (NOTE: Lighting fixtures shall comply with "Dark Sky" policies.)
- Placement of all light fixtures shown on elevations and landscaping plans

#### **Owner Information**

Name: Arroyo Indio Farm	ı, LLC.
Address: 1977 East Overl	and Road, Meridian, Idaho 83642
Phone:	Email:
	Applicant Information
Name: Arroyo Indio Farm	ı, LLC.
Address: 1977 East Overl	and Road, Meridian, Idaho 83642
Phone:	Email:
	Engineer/Representative
Name: KM Engineering, I	LLP Stephanie Hopkins
	overy Way, Boise, Idaho 83713
	shopkins@kmenallp.com

## **Property Information**

Address: 2021 West Kuna Road, Kuna, Idaho 83634
Parcel No(s).: R7321001000
Closest Major Cross Streets: Near SW corner of Kuna Road and Ten Mile Road
Please check the box that reflects the intent of the application:  Building Design Review Design Review Modification
☐ Staff Level Application
1. Briefly explain the nature of the request: Propose a mixed-use development comprised of single-family
detached & attached units, commercial lots, a fire station lot and a park to potentially be dedicated to the City.
Madrone Village will include an array of pedestrian and resident amenities, open space and features that are included within
this design review request. The townhome units proposed in the R-12 district are also included.
2. Dimension of property: +/- 77 acres
3. Current land use(s): Undeveloped
4. What are the land uses of the adjoining properties?  North: Future residential subdivision, Kuna Road  East: Single-family residential and subdivision  West: Agricultural and undeveloped  5. Is the project intended to be phased? If so, what is the phasing time period?  The development is anticipated to be developed within 7 phases. Anticipated construction start date will be Spring
2022, with the 7th phase anticipated to begin in Spring 2028. All phasing and timing will be market driven
6. Number and use(s) of all structures: 432 residential structures. 336 SF detached, 96 SF attached
7. Building Height: TBD - in compliance with Code reqs
8. Number of Stories: TBD - in compliance with Code reqs (The height and width relationship of new structures shall be compatible and consistent with the architectural character of the area and proposed use. Height and area standards can be found in Kuna City Code 5-5-3.)
9. What is the percentage of building space on the lot when compared to the total lot area:  +/- 60% building space compared to total lot area. Footprints of the proposed townhomes are included for reference.

## **Exterior Building Materials and Colors**

	Material	Color
Roof:	Composite shingle	Iron ore (gray)
Walls: (include percentage of wall coverage of each material)	Board & batten siding, lap siding	
% of Wood Application:		
% EIFS: (Exterior Insulation Finish System)	Please see attached townhome re	enderings for more information
% Masonry:		
% Face Block:		
% Stucco:		
Other:		
Windows/Doors:		
Soffits and Fascia:		
Trim, etc.:		

% Face Block:		
% Stucco:		
Other:		
Windows/Doors:		
Soffits and Fascia:		
Trim, etc.:		
Please identify mechanical unit(s) s	Mechanical Units size and placement: To be de	etermined
Proposed screening method? To	be determined	
Troposcu screening memou:		<del>-</del>
Please identify trash enclosure loca	Trash Enclosures	s: To be determined
	Irrigation Ditches/Canals	
• •	nals on or adjacent to the property?	_
If Yes, what is the name of the irrig	gation/drainage provider? Boise	Project Board of Control
	a-site drainage retention/detention? _	
Curbing located adjacent to roadway	ys will convey water to seepage beds	located throughout the development.
	Fencing	
Is there any existing fencing that w		
If Yes, what is the fencing material	l, size and location? 6-foot vinyl fo	ence with and without lattice,
4- or 5-foot open-vision r	metal fence. Locations de	picted on landscape plan
What is the fencing material for all	new fencing? Vinyl and o	pen-vision metal

The City has regulations for fences, walls, and hedges (see Kuna City Code 5-5-5). A fence permit must but be acquired prior to installation of any fencing; a permit cannot be acquired until Design Review Application approval/denial.

## **Building Coverage**

% of site devoted to building coverage?	+/- 60%	
% of site devoted to landscaping? (Include landscaped rights-of-way)	+/-10%	Square Footage:
% of site that is hard surface? (paving, driveways, walkways)	+/-30%	Square Footage:
% of site devoted to other uses:		Describe:

Landscaping		
Please provide dimensions of landscaped areas within public rights-of-way:  Please see attached landscape plan and preliminary plat		
Are there any existing trees of 4" or greater in caliper on the property? YES (NO)  If Yes, what type, size and general location? (Please indicate location on site plan. NOTE: It is the city's goal to preserve such trees.)		
Dock Loading Facilities		
Will there be any dock loading facilities? YES (NO)(If Yes, please continue	e; if No, please skip this section.)	
No. of dock loading facilities and their location:		
What is the proposed method of screening?		
Pedestrian Amenities		
Are there any proposed pedestrian amenities? (i.e. bike racks, trash receptabenches, etc.) YES	acles, drinking fountains,	
If Yes, please indicate type, number of each type: None specifically conte	emplated with this application	
Double -		
Total number of parking spaces? TBD Parking  Dimensions? T	ΓBD	
Total number of parking spaces? TBD Dimensions? Total number of ADA accessible spaces? TBD Dimensions	s? TBD	

Total number of compact spaces (8' x 17')? TBD
Miscellaneous
Will you be proposing setbacks different than those found in KCC 5-3-3? (ES) NO
If YES, please provide setbacks below, in feet:  Front: Rear: 20' commercial to residential Side: Side:
Is any portion of the property subject to flooding conditions? YES NO
The Ada County Highway District (ACHD) may also conduct a public meeting regarding this application. If you have questions about the meeting date, the traffic that this development may generate or the impact of that traffic on streets in the area, please contact ACHD at (208) 387-6170. In order to expedite your request, please have ready the file number indicated.
Applicant Signature: Hyplanic Mopling Date: 4.15.2022
Additional Information
Please indicate/explain/provide any additional information deemed relevant to this application:
Y.



# Development Agreement Application



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

A Development Agreement requires a Public Hearing with the Planning & Zoning Commission & City Council. A Public Hearing sign will be required to be posted by the Applicant for both meetings. Development Agreements are required to accompany Annexation, Rezone & Planned Unit Development applications. Sign posting regulations are available online in Kuna City Code 5-1A-8.

**Office Use Only**			
Case No(s).: 22-05-AN, 22-03-PUD, 22-08-S, 22-18-DR, 22-03-SP, 22-03-DA			
Project Name: Madrone Village			
Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by Staff			
Date Received: 05.12.2022			
Date Accepted as Complete:			

## Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet
- Proposed Development Agreement shall include the following:
  - o Specific use or uses of the parcel for which the Development Agreement is sought
  - The allowed or Conditional Use in the conditional zone for which application has been made
  - Concept plan of the project to be developed on the parcel showing:
    - Description of density allowed or sought
    - Max height, size and location of any structures on the property
  - Time required to begin the use on the property
  - Statement by the owner of the parcel that failure to comply with the commitments in the Development Agreement shall be deemed consent to Rezone the use to the pre-existing zone or, in the case of an initial zone at Annexation, a zone deemed appropriate by the Council
  - Other matter(s) mutually agreeable to the parties
- Commitment of Property Posting Form
- Neighborhood Meeting Certification
- Affidavit of Legal Interest

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).

Applicant Signature: Applicant Signature: My Date: 4.19.2022

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



April 15, 2022 Project No.: 19-151

Mr. Doug Hanson Planning & Zoning Director City of Kuna 751 West 4<sup>th</sup> Street Kuna, ID 83634

RE: Madrone Village Subdivision – Kuna, ID
Annexation/Zoning, Preliminary Plat, Planned Unit Development and Design Review Applications

Dear Mr. Hanson:

On behalf of Arroyo Indio Farm, LLC. and/or its assigns, we are pleased to present Madrone Village, a mixed-use residential and commercial community on the south side of Kuna Road just west of Ten Mile Road. The approximately 77-acre site is adjacent to existing and planned single-family residential subdivisions and commercial uses.



Consistent with Kuna Road's designation as an Entryway Corridor, Madrone Village proposes commercial and civic uses along its Kuna Road frontage, including lots zoned C-1 for neighborhood commercial uses, a commercial lot to be donated to the Kuna Rural Fire District to meet the District's needs and serve the overall community, and a large community open space area proposed for a future City park or flag football and soccer fields.

Madrone Village also features enhanced walkability and pedestrian connectivity throughout and to surrounding subdivisions and services in the area; desired amenities for residents including a dog park and pickleball courts; and housing diversity including townhomes and both detached and attached single-family residential lots to provide a variety of housing options for Kuna residents.

Applications for this project include Annexation and Zoning to R-8, R-12, and C-1; a Preliminary Plat; a Planned Unit Development (PUD) including enhanced amenities and unique housing styles; and Design Review for review of subdivision landscaping and the PUD. A little over a year ago, we submitted an annexation application to the City of Kuna for the subject property. That application has not been heard by any of the City's decision-making bodies and is now being included within this application package.

We have held four neighborhood meetings, participated in various discussions with City staff and ACHD, and have researched adjacent projects and recent approvals. The initial neighborhood meeting, held November 13, 2019, related to the original annexation application. The second and third neighborhood meetings held September 10, 2020, May 19, 2021, and April 6, 2022, respectively, related to the annexation/zoning, preliminary plat, and PUD requests. The development plan and renderings included in this application package reflect the input we have received from staff and neighbors, including a transition in lot size adjacent to existing residences in the Sutter's Mill Subdivision, increased pedestrian connectivity and amenities, the inclusion of a lot to be dedicated to the Fire District, and open space designed with the large area for a future City park or community sports fields along Kuna Road plus a centralized neighborhood park area to serve residents.

### Site Information

The property is approximately 77.38 acres identified as parcel number R7321001000 and is located approximately ¼ mile west of Ten Mile Road and ½ mile east of Black Cat Road on the south side of Kuna Road. The site is currently zoned RUT in Ada County and is contiguous to City limits on all property boundaries.

Madrone Village is compatible with the existing and planned land uses surrounding the property (clockwise from top):

- North: Kuna Road; and the Madrone Heights Subdivision zoned R-6;
- <u>East:</u> C-1 zoning at Kuna and Ten Mile; single family homes zoned R-4; and the Sutter's Mill Subdivision zoned R-6;
- South: the Deserthawk Subdivision zoned R-6; and undeveloped property zoned RUT and designated
  - Low Density Residential on the FLUM;
- West: a new mid-mile collector road; annexed land zoned A (Agriculture) and designated as Mixed Use
  on the City's FLUM; and undeveloped property zoned RR and designated Medium Density Residential on
  the City's FLUM.



Madrone Village aligns with the intent of *Envision Kuna* (Kuna's comprehensive plan) by complementing surrounding development and providing residential and employment opportunities in this part of Kuna. *Objective 3.A.2* notes that areas near Kuna Road and the rail line are identified as priority areas to be developed to support strong community activity and commercial centers. In accord with that objective, Madrone Village proposes a mixture of housing types, commercial lots and open space, all of which will contribute to a strong community and available commercial opportunities in this area.

Madrone Village meets the intent of the future land use designation for this property of Medium Density Residential. We are presenting a mix of housing types as a component of the PUD request to support Kuna's diverse housing goals by balancing an internal cluster of attached townhomes, pods of skinny lots, medium density lots, and larger single-family home lots. The neighborhood commercial portion of the project will



support the residential component of the project while also providing neighborhood serving uses to the area currently unseen south of the railroad tracks in Kuna. Additionally, we are including a lot to be donated to Kuna Rural Fire District for future first responder emergency services, benefitting the entire area.

In alignment with *Goal Area 3*, our intent is to develop a distinct and well-designed community with diverse residential opportunities adjacent to a complementary commercial area to provide essential services as well as employment opportunities for the surrounding area. Our proposed zoning designations and enclosed development plan support the intent of the land use designations and the Comprehensive Plan.

## **Annexation and Zoning Application**

We propose to annex and zone the property to the R-8 (Medium Density Residential), R-12 (High Density Residential) and C-1 (Neighborhood Commercial District) zoning districts to accommodate a mix of single-family detached and attached homes (townhome lots), seven commercial lots including a lot for a future first responder/fire station and ancillary police department dispatch area, and a large open space lot that the developer would like to reserve for a future city park.

The R-8 district will be comprised of approximately 62.96 acres, the R-12 district will encompass approximately 8.64 acres, and the C-1 zone will be comprised of approximately 5.78 acres.

The proposed overall density and PUD request is reflective of the intent of the Medium Density Residential designation within the comprehensive plan. As *Theme 3* within the "Key Trends and Emerging Themes" section of the Comprehensive Plan notes, there is a growing demand for housing in Kuna, likely driven by younger families and professionals seeking less expensive housing options in the Treasure Valley (p. 6 of the Listening & Learning Summary Report). Madrone Village has been designed to be compatible with other residential developments in the area while providing a multitude of housing options, specifically to allow a wide range of homebuyers the opportunity to purchase in a high-quality community. The zoning districts requested best reflect the dimensional standards and density required to provide the mix of housing opportunities proposed.

## **Preliminary Plat Application**

The Madrone Village preliminary plat encompasses approximately 77.38 acres and consists of 336 single-family detached residential, 96 townhome, 7 commercial, 7 common access, and 31 common open space lots, totaling 484 lots overall. The R-8 district consists of 336 residential lots, all of which are proposed to be single-family detached residential lots. The R-12 district consists of 96 lots designed to be utilized as single-family attached lots with zero-lot lines to accommodate a townhome product.

Residential lot sizes range from approximately 2,328 square feet to 6,100 square feet to provide a variety of housing types within the development, consistent with the comprehensive plan. The average lot size is approximately 4,237 square feet.

Single-family detached lots are located in the south and east to ensure compatibility with existing residential developments to the south and east zoned R-4 and R-6. These larger lots provide a nice transition to the townhome single-family attached lots, which are located within the western portion of the subdivision significantly separated from the existing residential developments to the east and also maintaining separation from S. Beadlily Ave. Attached units are strategically placed and clustered in key locations to provide a variety of housing options near the future commercial sites and future fire station.

The seven commercial lots included in the proposed preliminary plat will provide an opportunity for neighborhood commercial uses to serve existing and future residences. The C-1 district is sought to allow neighborhood commercial uses that are complementary to the residential area and provide necessary services and employment opportunities to future and existing residents, consistent with the comprehensive plan. The development and placement of these lots was configured based on discussions with the City of Kuna, including the Economic Development Department. The commercial lots will provide easy and efficient access to services, ideally situated with frontage on Kuna Road, an arterial roadway and designated Entryway Corridor, and at the corner of S Beadlily Ave, a mid-mile collector that current and proposed developments will extend north through Madrone Heights and Season Creek and south through Deserthawk West.

The applicant has been in discussions with the City of Kuna and the Fire District regarding the development of Lot 2, Block 1. The applicant will donate this lot to the Kuna Rural Fire District for future development of a fire station with an ancillary police dispatch office to ensure adequate service and response time for the entire area.

### **Access and Connectivity**

The primary entrance road for the subdivision will be Madrone Avenue, a full access point via Kuna Road proposed in alignment with the subdivision entrance to Madrone Heights to the north. Madrone Avenue will extend into the subdivision, fork to the east and west, and will eventually connect to Sunbeam Street, a midmile collector on the south boundary of the subdivision. A mid-mile collector, Beadlily Avenue is proposed on the west side of the subdivision in alignment with Madrone Heights. Local streets are proposed throughout the subdivision and will be improved to the City of Kuna and ACHD's standards.

Four stub streets are proposed to connect with Beadlily and Sunbeam as depicted on the attached preliminary plat. Two stub streets are proposed to connect with the existing subdivision to the east, Sutter's Mill. This development will connect existing neighborhoods with planned transit corridors and will aid in increasing the safety and efficiency of pedestrian and vehicular traffic in the area.

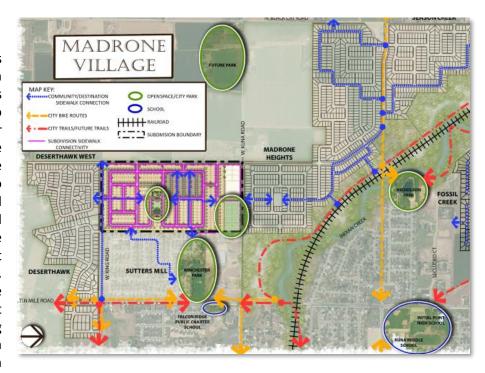
The mixed-use element presented with the neighborhood commercial component of Madrone Village creates trip capture and increases quality of life for all area residents. Access for the proposed commercial lots will be determined with subsequent development applications and will adhere to ACHD and City requirements based on road classification and spacing requirements.

An existing unopened right-of-way located on the east part of the subject site, Yankee Rock, is proposed to be vacated/exchanged with a separate application to ACHD. In discussions with ACHD it was determined that the piece of land was originally included in a plat from 1910 and was dedicated to the public from the subject site. As the City and ACHD prohibit double-loaded lots, it was determined that vacating the unopened right-of-way is the best use of the land. Existing access to Yankee Rock will be maintained to adjacent homes within Sutter's Mill. However, the remaining property will be utilized by the proposed subdivision as indicated on the preliminary plat. As Madrone Village will be dedicating approximately 19 acres of public right-of-way we propose to exchange the approximately 1.49 acres of unopened right-of-way with ACHD. A right-of-way exchange application has been submitted to ACHD and will be reviewed once this application has been accepted by the City of Kuna.

A traffic impact study (TIS) has been submitted to and accepted by Ada County Highway District (ACHD). A copy of the TIS is included herein for reference.

### Walkability

Madrone Village includes multiple pedestrian connections and pathways within the community to enhance walkability for residents. Connections are proposed throughout the townhome portion to adjacent commercial uses and single-family homes and amenities within the community and to adjacent neighborhoods. As illustrated, Madrone Village offers the opportunity to connect several adjacent existing neighborhoods to the south and east with pedestrian



walkways and will connect north and south to planned and currently developing subdivisions, the railway corridor, Kuna Greenbelt, and future parks. Pedestrian connections will enhance walkability in the entire area and will contribute toward fulfilling Kuna Comprehensive Plan *Goal 4.B* by increasing sidewalk coverage and connectivity.

### Services

In accord with City Code, Madrone Village will utilize City services upon annexation. The applicant has been working with the City on capacity constraints currently experienced by the Ten Mile lift station. Coordination will continue as design is finalized.

The property is about one mile from downtown Kuna, which puts it in close proximity to the area's schools, the Kuna Library and various parks among other services and amenities. The Falcon Ridge Public Charter School is located approximately 1,500 feet to the east, at the southeast corner of Kuna and Ten Mile Roads. Kuna Middle School and Initial Point High School are both less than 1 mile away at the northeast corner of Boise Street and Ten Mile Road. Ross Elementary School is also less than 1 mile away, near the southwest corner of Boise Street and School Avenue. In addition, a 10.5 acre site is planned to be donated to Kuna School District within the Season Creek development that will be approximately ½ mile to the north.

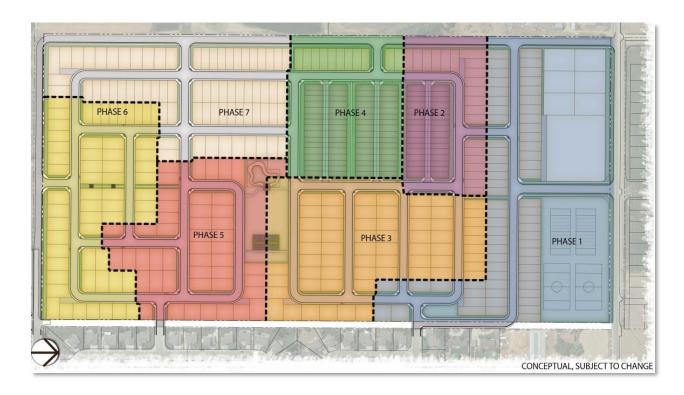
Various churches, preschools and daycares are also nearby, which will serve and be supported by future residents and complement future commercial uses planned within Madrone Village.

## **Project Phasing**

Madrone Village is proposed to be constructed in seven phases, as depicted on the enclosed phasing exhibit and schematic schedule below. The first phase will include the construction of the proposed commercial lots, large open space, and numerous residential lots. The first phase is configured to ensure extension of services and

provision of the Fire Station lot to facilitate the District's timeline for development. The project will be phased in accordance with the following phasing plan. If approved, we plan to begin construction in the Spring of 2022. The timing of subsequent phases will be market-driven; the current anticipated construction timing is summarized below.

Phase #	Estimated Construction Start Date (dependent upon market demand - dates could change)
Phase 1	Spring 2022
Phase 2	Spring 2023
Phase 3	Spring 2024
Phase 4	Spring 2025
Phase 5	Spring 2026
Phase 6	Spring 2027
Phase 7	Spring 2028



## **Planned Unit Development Application**

Madrone Village is presented as a planned unit development (PUD) to afford flexibility in the density and dimensional standards presented in the residential portion of the project while incorporating the amenities, services and dedicated land proposed. The proposed PUD is utilizing the opportunity to initiate an efficient layout to integrate the uses proposed while meeting a demand for housing and commercial options in this part of Kuna. In alignment with *Goal 3.D* and *Objective 3.D.2* of the Comprehensive Plan, Madrone Village proposes

to provide housing options and a strong neighborhood by utilizing a PUD to create a neighborhood-serving mixed-use and commercial activity center.

In alignment with City Code 5-7-1C, Madrone Village PUD proposes a mix of residential, commercial (which could include office), and civic uses. The community boasts a variety of building types and densities, ample open space, and a clustered section of homes within the R-12 district, and the donation of two lots within the northern portion of the project to accommodate service amenities with a future fire station and a future city park or community play fields, located and sized based on feedback from City staff.

### **Residential Uses**

The residential portion of Madrone Village is comprised of single-family attached and detached units within the R-8 and R-12 districts. Larger lots with detached single-family homes will be located on the east to buffer and provide a transition to the Sutter's Mill Subdivision. Lots will transition in size from east to west, with smaller detached and attached single-family lots located on the west side of the project within the R-12 portion of the project and R-8 district adjacent to commercial uses to the north. As shown on the attached preliminary plat, townhome units are clustered on the west part of the site to provide a unique housing type and higher density while preserving enough land for a large, central open space lot.

We propose to modify the underlying R-12 zone as permitted in City Code section 5-7-2B to accommodate an attached townhome product. Within this area of the plat, we request that the frontage requirements be permitted at 24'. The reduced width will allow for an in-demand housing product not currently available in the City of Kuna and will enable the mix of housing styles we foresee for this community. We have included elevations depicting the proposed product for the area as well as a detail illustrating the functionality of this part of the community within this application. As permitted through a PUD, we have also designed this portion of the plat to include zero lot line setbacks for the attached townhomes.





### Density

The overall gross density of the residential portions of the project is 6.03 du/acre and the net density is 8.04 du/acre. The gross density is significantly lower than the maximum density permitted in the R-8 district, whereas the net density is slightly above the maximum. The gross density of the R-8 portion of the development is 5.33 du/acre, and the net density is 7.23 du/acre in accord with the medium density land use designation and the R-8 zoning district requested. The gross density of the R-12 townhome portion of the project is 11.11 du/acre, and the net density is 13.24 du/acre.

Overall, Madrone Village proposes 432 residential units on 77.38 acres. We anticipate the overall acreage to increase by 1.49 acres when the unopened right-of-way located at the east boundary of the subdivision is exchanged with ACHD. The addition of that land will bring the total acreage of the project to 78.87 acres. The resulting dwelling units per gross acre for the subdivision will be 5.91 du/acre which is significantly below the maximum density permitted in the R-8 district. The net density in this circumstance for the entire subdivision will be 7.82 du/acre, which is also below the maximum density permitted in the R-8 district.

Historically, the City has used the gross density of developments to determine compliance with zoning districts, and we understand the City plans to amend the City Code to codify that past practice. At this time, as directed by staff, we have included zoning district requests that align with the net density rather than the gross density of the project.

As permitted in City Code section 5.7.3D, we are requesting to increase the density permitted in the R-12 portion of the project to allow flexibility for the product type planned. As mentioned above, the net density for this portion of the project is slightly above the allowed maximum density for the R-12 district at 13.24 du/acre. Permitting an increase in density in this location will expand the number of units available to future residents while contributing to the innovative product type planned.

Madrone Village presents a community with a variety of housing types and styles, ample open space, exceptional amenities, an inner-connected pedestrian network and the provision of two lots to be dedicated to the City for future use as a fire station and city park. The provision of the list of amenities planned, lots to be dedicated to the City, and overall quality of Madrone Village supports an increase in density per City Code section 5-7-9. In addition, the community that will result from the architectural styles and variety of housing planned meets the intent of a density increase per City Code section 5-7-13.

### **Commercial Uses**

Approximately 5.5 acres of the overall project site is proposed to include commercial lots for future neighborhood serving uses such as retail, small-scale restaurants and coffee shops, commercial uses, and a Fire Station among other potential uses. The commercial lots will be enclosed with landscaping to provide a natural buffer to adjacent residential uses to the south. Commercial lots will be accessed via private drive aisles with cross-access agreements.

In accord with the standards noted in *Kuna City Code 5-3-4* we request a 50% reduction to the rear yard setback requirement for the commercial lots abutting residential lots. In lieu of the 40' setback normally required we propose a combination of vegetation and screening to ensure residential lots are adequately separated from commercial uses while encouraging a mix of uses and allowing the community to feel integrated. Design of this area will be coordinated with the City as future applications are submitted.





#### **Amenities and Open Space**

Overall, Madrone Village includes 11.17 acres of open space, with 7.78 acres of qualified open space or a little over 10% of the site. An approximately 3.8-acre parcel is being provided and may be dedicated for use as a future city park at the northeast part of the property. Soccer fields and football fields have been schematically depicted to demonstrate how the open space could be utilized as an amenity.

Central open space has been included within the subdivision to serve as a gathering place for residents, with pickleball courts, a dog park, and landscaped areas. Pedestrian walkways are located throughout the development to allow for integration of uses, interconnectivity and pedestrian access to the commercial areas and all amenities. The pathways also provide an active amenity for residents who can safely walk around the entire neighborhood. All common space within the residential portion of the project will be owned and maintained by the homeowners' association.





## **Design Review Application**

Included with this submittal package is the design review application for common area landscaping within the subdivision. Proposed landscaping will consist of a combination of trees, shrubs, and other landscape materials consistent with City standards, which are detailed on the attached landscape plans.

The proposed townhomes are also included for consideration within the design review application. Elevations illustrating two distinct architectural styles are included. While both styles incorporate gray-toned color palettes, the two architectural styles vary and will provide architectural interest within this part of the community. The *Farmhouse* elevations feature board & batten trim, lap siding and various material variations to provide modulation and interest. The *Modern* elevations incorporate a contemporary look that will feature lap siding, stucco finishes, and varying rooflines and window offsets. Both proposed elevations will provide visual interest while incorporating many similar architectural features to create a cohesive look overall.





## Conclusion

We are excited to bring Madrone Village to the City of Kuna. This mixed-use community will complement surrounding uses, fulfill comprehensive plan goals, and provide needed housing and employment opportunities in this area of Kuna. The community design and mix of uses will allow residents to play, shop, eat and interact with neighbors without leaving their neighborhood.

Madrone Village complements the City's vision for growth and will be an asset to the community. Should you have questions or require further information in order to process this application, please feel free to contact me.

Sincerely,

**KM Engineering, LLP** 

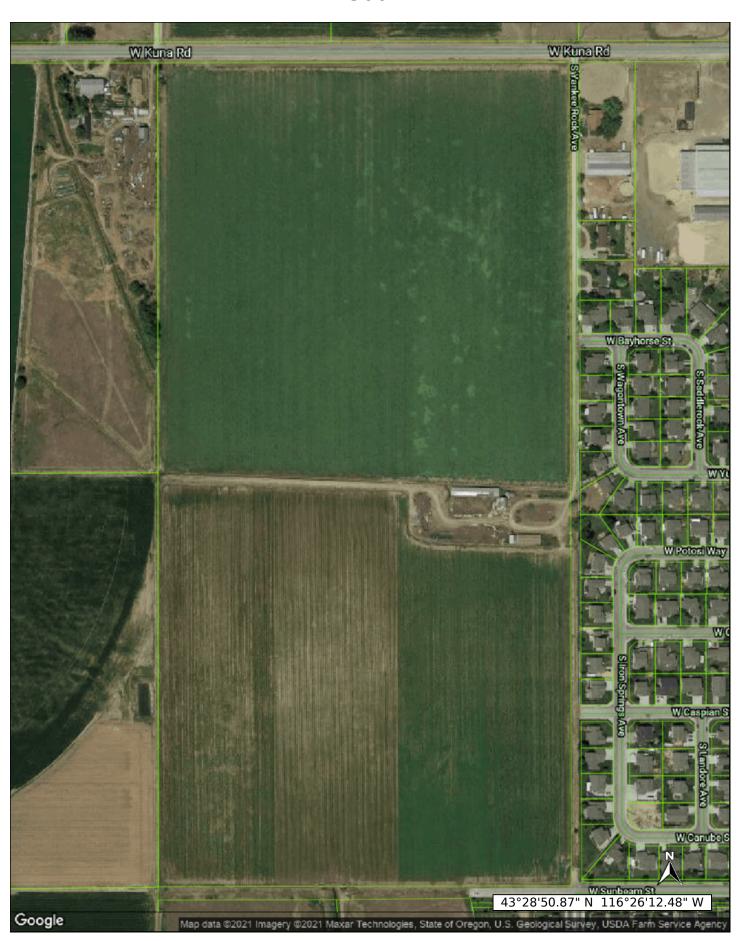
Stephanie Hopkins Land Planner

cc: Arroyo Indio Farm, LLC.

Steplenin Hopkins



# **Vicinity Map** 1" = 300'

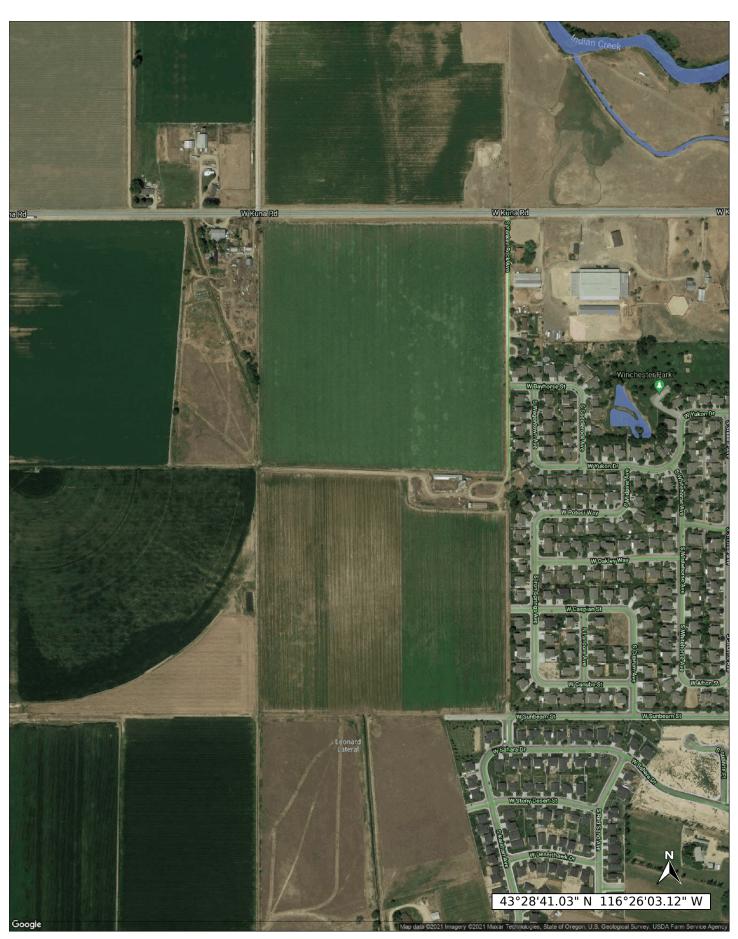


Jul 08, 2021 - landproDATA.com Scale: 1 inch approx 300 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.



## **Aerial Map**



Jul 08, 2021 - landproDATA.com Scale: 1 inch approx 500 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

#### PERSONAL REPRESENTATIVE'S DEED

HUC1913723

THIS DEED is made and executed by Inaky Urza, Successor and General Personal Representative of the Estates of Marcos Urza and Estefania B. Urza, Deceased, hereinafter referred to as the "Grantor," to Arroyo Indio Farm LLC, an Idaho limited liability company, hereinafter referred to as the "Grantee," whose address is 1977 E. Overland Rd., Meridian, ID 83642

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Probate Cases Number CV IE 9214932 and CV IE 1013769 in Ada County, Idaho.

NOW, THEREFORE, in accordance with the provisions of Uniform Probate Code as set forth in Title 15 of the Idaho Code, Grantor hereby grants, sells, transfers, and conveys to Grantee all of the Grantor's right, title and interest in that certain real property located in Canyon County, Idaho, and more particularly described as follows:

See Attached Exhibit "A"

SUBJECT, HOWEVER, to taxes and assessments, easements, rights-of-way, encumbrances, restrictions and reservations.

This conveyance shall include any and all appurtenances, tenements, hereditaments, revisions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

DATED this \_\_\_\_\_ day of January, 2021

Estate of Marcos Urza, deceased

By: Inaky Urza, Successor Personal Representative

Estate of Estefanie B. Urza, deceased

Inaky Urza, General Personal Representative

State of Washing N

ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=2 CHE FOWLER FIDELITY NATIONAL TITLE - BOISE 2021-004215 01/08/2021 12:55 PM \$15.00

On this \_\_\_\_\_ day of January, 2021 before me, a notary public, personally appeared Inaky Urza, known to me to be the person whose name is subscribed to the within instrument as Successor Personal Representatives of The Marcos Urza Estate and Inaky Urza as General Personal Representative of The Estafania B. Urza Estate acknowledged to me that he executed the same as such Successor and General Personal Representative.

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

NOTARY PUBLIC
JERI SUE STEWART
Commission No. 704682
Commission Expires
APRIL 01, 2023
STATE OF UTAH

# **EXHIBIT A**

Order No.: 34601913723

For APN/Parcel ID(s): R7321001000

Lots 25 to 32, inclusive, of Rader and Kroeger's Subdivision, according to the plat thereof, as filed in Book 5 of Plats at Page 205, Official Records of Ada County, Idaho.



# AMENDMENT TO CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

2015 JAN -2 AM 9: 20

SECRETARY OF STATE STATE OF IDAHO

	(Instructions on back of appli	ication) STATE OF IDAHO		
1.	The name of the limited liability company is:	1		
	DBTV ARROYC	O INDIO FARM LLC		
	The name of the limited liability company is	amended to read:		
	ARROYO IN	NDIO FARM LLC		
	The date the certificate of organization was	originally filed :		
	The complete street and mailing addresses of the designated principal office is amended to:			
	401 W FRONT ST., STE	401, BOISE, IDAHO 83702		
	The mailing address for future correspondence (annual reports) is amended to:			
	401 W FRONT ST., STE	E 401, BOISE, IDAHO 83702		
6.	The name and address of the managers/me  Name Address			
	$\overline{a}$			
	Signature of an authorized person.			
Sig	nature   CONTRACTOR ACENT	I <b>Secto</b> ta <b>reofisiate wa</b> e <b>od</b> ly state		
SCOTT A. TSCHIRGI, AUTHORIZED AGENT  TypedName		O1/02/2015 05:00 CK:4258 CT:248376 BH:145537 10 30.00 = 30.00 ORGAN AMEN		
Sigi	nature			
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# FIRST AMENDED OPERATING AGREEMENT

OF

# ARROYO INDIO FARM LLC

(an Idaho Limited Liability Company)

Effective: January 2, 2015

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# FIRST AMENDED OPERATING AGREEMENT

OF

#### ARROYO INDIO FARM LLC

THIS FIRST AMENDED OPERATING AGREEMENT OF ARROYO INDIO FARM LLC, an Idaho limited liability company organized pursuant to the Idaho Uniform Limited Liability Company Act, is executed effective as of the 2nd day of January, 2015, by and among the Company and the persons executing this Agreement as the Members.

# ARTICLE 1

# FORMATION OF THE COMPANY

# 1.1 Formation.

The Company was formed on October 30, 2012, upon filing of the Certificate of Organization with the Idaho Secretary of State. In consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the rights and obligations of the parties and the administration and termination of the Company shall be governed by this First Amended Operating Agreement (hereinafter "Agreement" or "Operating Agreement"), the Articles and the Act. The Members as of the date of this Agreement have made the Capital Contributions set forth on Exhibit A attached hereto and incorporated herein by this reference.

#### 1.2 Name.

The name of the Company is as set forth on the cover page of this Agreement.

# 1.3 Designated Office and Registered Agent.

The Company's initial designated office is at 401 W. Front Street, Suite 401, Boise, Idaho 83702 and the name of its initial registered agent at that address is Scott A. Tschirgi, Chartered.

# 1.4 Principal Office.

The principal office of the Company shall be located at 6152 West Half Moon Lane, Eagle, Idaho 83616. The Members may relocate the principal office or establish additional offices from time to time in their discretion.

# 1.5 Purposes and Powers.

1.5.1 The purpose and business of the Company shall be: (i) own, operate, farm, hold, maintain, finance, mortgage, encumber, lease, sale, exchange, and otherwise deal

with real property located in Ada County, Idaho, and (ii) to engage in any and all activities incidental or related to the foregoing, subject to the terms and conditions of this Agreement.

1.5.2 The Company shall have any and all powers, which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act. The Company shall carry out the foregoing activities pursuant to the arrangements set forth in the Articles and this Agreement.

#### 1.6 Term.

The Company commenced its existence upon the filing of the Articles and shall continue in existence until the Company is dissolved and its affairs wound up in accordance with the provisions of this Agreement and the Act.

# 1.7 Nature of Members' Interests.

The Membership Interests in the Company shall be personal property for all purposes. Legal title to all Company Property shall be held in the name of the Company. Neither any Member nor a successor, representative or assign of such Member, shall have any right, title or interest in or to any Company Property or the right to partition any Company Property.

# 1.8 Independent Activities.

Subject to Article 3 (Management), the Managers, the Members and any of their Affiliates may engage in or possess interests in other business ventures of every nature and description, independently, with other Persons without having or incurring any obligation to offer any interest in such activities to the Company. This Agreement shall not be construed to grant any right, privilege or option to a Member to participate in any manner in any other business, corporation, partnership or investment in which the other Members or Mangers may participate. Each Member expressly waives the doctrine of corporate opportunity (or any analogous doctrine) with respect to any other such business, corporation, partnership or investment of any other Member or Affiliate, even if that business or activity may be the same or similar to the Company's business or in direct competition therewith. Each Member waives any right the Members may otherwise have to share or participate in such other interests or activities of either the Managers or other Members or the Member's Affiliates.

# 1.9 Conflicts with Laws.

If state or federal laws, regulations, interpretations or rulings are enacted, issued or applied, or if any other legal developments occur, which in the opinion of the counsel for the Company raise questions regarding the enforceability of this Agreement or if strict compliance with this Agreement would not be consistent with applicable laws, regulations, interpretations or rulings, the Managers shall promptly notify the Members of the applicable legal developments and in good faith diligently work with the Members to devise a plan pursuant to which the Company may maintain the economic benefit to the Company and each Member as contemplated hereby, including the modification of this Agreement and any other contracts or agreements entered into by the Company. In the event the Members and Managers are unable to

devise such a plan within a reasonable time period not to exceed ninety (90) days, the Managers shall commence dissolution of the Company as provided in <u>Article 9</u>.

# 1.10 Agreement.

The Members hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. To the extent any provision of the Agreement is prohibited or ineffective under the Act, the Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Agreement that was formerly invalid, valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. Further, it is the express intention of the Members that the Company be treated as a partnership for purposes of federal and state taxation. The Members agree to take such actions and make such elections as may be necessary or convenient to cause the Company to be treated as a partnership. If it is determined that the Company is not, or will not be, classified as a partnership under the Code, then the Agreement shall be considered amended to the smallest degree possible in whatever manner necessary to ensure that the Company is or shall be treated as a partnership under the Code for purposes of federal and state taxation.

# **ARTICLE 2**

#### **DEFINITIONS**

#### 2.1 Definitions.

The terms used in this Agreement shall have the meanings (unless otherwise expressly provided herein) as set forth in this Article 2:

- 2.1.1 "Act" means the Idaho Uniform Limited Liability Company Act, Title 30, Chapter 6, Idaho Code, as the same may be amended from time to time.
- 2.1.2 "Affiliate" of a specified Person means (i) any Person directly or indirectly controlling, controlled by or under common control with the specified Person; (ii) any Person owning or controlling 10% or more of the outstanding voting interest of such specified Person; (iii) any officer, director or partner of such specified Person; (iv) if the specified Person is a manager, officer, director or partner, any entity for which the specified Person acts in such capacity; and (v) any family member of such specified Person or an Affiliate of such family member.
- 2.1.3 "Agreement" means this Operating Agreement, as amended, modified, restated or supplemented from time to time.
- 2.1.4 "Articles" means the Certificate of Organization of a Limited Liability Company of the Company filed with the Secretary of State, as amended or restated from time to time.

- 2.1.5 "Assignee" has the meaning ascribed to it in <u>Section 8.2</u>. "Assignees" refers to such Persons as a group.
- "Bankruptcy" means with respect to a Member, when such Member (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudged as bankrupt or insolvent, or has entered against such Member an order for relief, in any bankruptcy or insolvency proceeding; (iv) files a petition or answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding of the type described in clauses (i)-(iv) above; or (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of such Member's properties. "Bankruptcy" shall also be deemed to have occurred to a Member one hundred twenty (120) days after the commencement of any proceeding against such Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within ninety (90) days after the appointment without such Member's consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of such Member's properties, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated.
- 2.1.7 "Capital Account" means, with respect to any Member, the capital account maintained for such Member in accordance with this Agreement and in accordance with the Code and Treasury Regulations.
- 2.1.8 "Capital Contributions" means all contributions to the Company of cash or property made by a Member or such Member's predecessor in interest which shall include, without limitation, those contributions made pursuant to <u>Article 6</u> of this Agreement.
- 2.1.9 "Code" means the Internal Revenue Code of 1986, as amended from time to time (and any corresponding provisions of succeeding law).
- 2.1.10 "Company" means Arroyo Indio Farm, an Idaho limited liability company.
- 2.1.11 "Company Property" means any and all property and assets acquired by the Company, real and/or personal (including, without limitation, intangible property).
- 2.1.12 "Distribution" means any money or other property distributed to a Member with respect to the Member's Membership Interest, but shall not include any payment to a Member for materials or services rendered, including, without limitation, pursuant to an employment contract, nor any reimbursement to a Member for expenses permitted in accordance with this Agreement.
- 2.1.13 "Encumbrance" means any lien, pledge, encumbrance, collateral assignment or hypothecation.

- 2.1.14 "Fiscal Year" means an annual accounting period ending December 31 of each year during the term of the Company, unless otherwise specified by the Managers.
- 2.1.15 "Majority in Interest" means, with respect to any referenced group of Members, a combination of any such Members who, in the aggregate own more than fifty percent (50%) of the Membership Interests entitled to vote on a particular matter.
- 2.1.16 "Managers" means such Persons elected or appointed pursuant to Section 3.1 responsible for operational control of the Company on a day-to-day basis, subject to the limitations contained in Section 3.2.
- 2.1.17 "Member" means each Person designated as a Member of the Company on Exhibit A, or any additional Person admitted as Member of the Company in accordance with Article 8. "Members" refers to such Persons as a group.
- 2.1.18 "Membership Interest" means the Sharing Ratio of the Member. Each Member's Membership Interest is represented by the number of Units owned by the respective Member.
- 2.1.19 "Person" means an individual, a foreign or domestic corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association, or other legal entity.
- 2.1.20 "Pro-Rata Basis" means in connection with an allocation or Distribution in proportion to the respective Sharing Ratio for the applicable fiscal year of the Company.
  - 2.1.21 "Secretary of State" means the Secretary of State of Idaho.
  - 2.1.22 "Service" means the Internal Revenue Service.
- 2.1.23 "Sharing Ratio" means only the economic interests of the Member in the Company-which shall be calculated as set forth in Article 6.
- 2.1.24 "Tax Matters Partner" means the Person designated by the Members as the "tax matters partner" as that term is defined in the Code.
- 2.1.25 "Terminating Event" means in the case of any Member means (i) the improper Transfer (or attempt to Transfer) of such Member's Membership Interest, or any part thereof; (ii) the conviction or entry of a plea of nolo contender for fraud, misappropriation or embezzlement, (iii) the Bankruptcy of any Member; and (iv) the breach of this Agreement.
- 2.1.26 "Transfer" means a sale, assignment, gift, pledge, exchange, or any other disposition or Encumbrance.
- 2.1.27 "Treasury Regulations" means the Income Tax Regulations and Temporary Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

- 2.1.28 "Units" means one hundred (100) equal Membership Interests in the Company as the same may be adjusted from time to time.
- 2.1.29 "Value" means the book value of the Company's assets calculated pursuant to the Company's generally established method for financial reporting as consistently applied to the Company's operations. In all events, the Value of the Company and/or related Membership Interests calculated pursuant to <a href="Article 4">Article 4</a> shall not take into account any goodwill or "blue sky" associated with the Company.

#### **ARTICLE 3**

# MANAGEMENT

# 3.1 Number and Qualifications of Managers.

The Company shall be Manager managed and there shall be two (2) Managers from time to time. The Managers are not required to be Members and the initial Managers shall be EAMI, LLC, a Delaware limited liability company and Corey D. Barton (collectively the "Managers").

# 3.2 Authority of Managers.

- 3.2.1 Subject to provisions hereof limiting its authority, the Managers shall have full charge at their sole discretion of the management, conduct and operation of the Company's business, within the confines of such business, and their decisions shall be binding on the Company, and in particular, without limitation upon the generality of the foregoing, the Managers shall have authority to cause the Company: to employ or engage the services of such agents, employees, independent contractors, attorneys, and accountants, as they deem reasonably necessary; to create, by grant or otherwise, easements and servitudes; to develop, alter, improve, repair, raze, replace, and rebuild Company property; to effect insurance for the Company and the Members; to pay, collect, compromise, arbitrate, or otherwise adjust any and all claims or demands of or against the Company; to enter into any and all other transactions involving the Company's property, real or personal, or business affairs; and to abandon any unconsummated transaction, even if consent thereto by other Members has been obtained (whether or not any such consent was required).
- 3.2.2 Subject to any contrary provisions hereof, at any time that there is more than one Manager each authority granted hereby or hereunder to the Managers may be exercised with, and only with, the concurrence of a majority of such Managers (or pursuant to a delegation by such majority to any other person or group of persons). With respect to any transaction, all persons dealing with the Company shall be entitled to rely upon a certificate executed by a majority of such Managers as to the approval of such transaction (either in particular or generically) and delegation to any one or more persons of the authority to act alone on behalf of the Company in respect thereof and alone to execute all documents and instruments and to take all actions in connection therewith.

#### 3.3 Other Activities.

The Managers may have other business interests and may engage in any other activities in addition to those relating to the Company, including, without limitation, business interests and activities that are in competition with those of the Company, and shall have no obligation to account to the Company for such business interests or other activities. Notwithstanding the foregoing, however, unless otherwise expressly permitted under this Agreement or approved or ratified by all the Members, the Managers shall account to the Company for any profit or other benefit derived by such Managers from (a) any transaction in connection with the formation, conduct, or winding up of the Company or (b) from any use of Company property by such Manager, including, without limitation, any information developed for the Company, or any opportunity expressly offered to the Company.

# 3.4 Resignation.

The Managers may resign at any time by delivering written notice to the Members. The resignation is effective upon notice, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Members. The resignation of a Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Member.

# 3.5 Removal of Manager by Members.

Upon the unanimous approval of the Members, the Members may remove a Manager with or without cause. The Manager may be removed by the Members only at a meeting called for the purpose of removing such Manager. The notice for such meeting must state that one of the purposes of the meeting is the removal of such Manager.

# 3.6 Vacancy.

If a vacancy occurs in the position of Manager, the Members shall fill the vacancy immediately pursuant to the voting process identified in <u>Section 5.9</u>. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Manager may not take office until the vacancy occurs.

# 3.7 Managers' Compensation.

The Managers shall also be reimbursed by the Company for reasonable out of pocket expenses directly associated with the Managers' performance of services to the Company in that capacity.

# 3.8 Managers' Standard of Care.

The Managers' duty of care in the discharge of such Manager's duties to the Company and its Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, such Manager shall be fully protected in relying in good faith upon the records required to be maintained under the Act and upon such information, opinions, reports or statements by any

other Members, or agents, or other persons as to matters such Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including, without limitation, information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid. A Manager shall not be liable for any monetary damages to the Company for any breach of such duties, except for receipt of a financial benefit to which the Manager is not entitled, a knowing violation of any requirements of law, a breach of the duty imposed by section 30-6-406 of the Idaho Code relating to improper distributions and other acts or omissions that constitute a breach of the duty of loyalty or bad faith violations of the implied contractual covenant of good faith and fair dealing, as determined under the Act.

#### 3.9 Tax Matters.

Except as otherwise specifically provided herein or prohibited by law, the Managers shall make any and all elections for federal and state income tax purposes, including, without limitation, any election, if permitted by applicable law to: (i) adjust the basis of Company property pursuant to Code Sections 754, 734(b), and 743(b), or comparable provisions of state or local law, in connection with transfers of Membership Interests and Company distributions; (ii) extend the statute of limitations for assessment of tax deficiencies against Members with respect to adjustments to the Company's federal, state or local tax returns; and (iii) represent the Company before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company.

#### **ARTICLE 4**

# RIGHTS AND OBLIGATIONS OF MEMBERS

#### 4.1 Names and Addresses.

The name and address of each Member, the Capital Contributions of each Member, Units purchased, and each Member's initial Membership Interest are set forth on Exhibit A, which exhibit shall be amended from time to time by the Managers upon the admission of additional Members or any other event which adjusts the Membership Interests of the Members. The Sharing Ratio for each Member shall be shown on the books and records of the Company as calculated at the end of each fiscal year.

#### 4.2 Additional Members.

The Members specifically acknowledge and agree that additional members shall only be admitted to the Company upon the approval of the Managers. Unless otherwise agreed upon by the Members, the admission of additional Members shall dilute the Membership Interests of the existing Members in the total amount of the Membership Interest to be issued to the additional Member on a pro rata basis according to the respective Membership Interests of the existing Members. Upon admission as an additional Member, such additional Member shall be required to make a capital contribution to the Company in an amount agreed upon by the Managers.

# 4.3 No Management by Members.

Except as otherwise provided in <u>Article 3</u>, the Members in their capacity as Members shall not take part in the management or control of the business, nor transact any business for the Company, nor shall they have the power to sign for or to bind the Company.

# 4.4 Limited Liability.

No Member shall be required to make any contribution to the capital of the Company except as set forth in <u>Article 6</u>, nor shall any Member in such Member's capacity as such be bound by, or personally liable for, any expense, liability or obligation of the Company, except to the extent of such Member's Capital Contributions to the Company, any guaranties by the Member or express written assumption by the Member of Company obligations.

# 4.5 Redemption of a Membership Interest.

- 4.5.1 Upon the occurrence of a Terminating Event with respect to any Member, the Company shall purchase the Member's Membership Interest in accordance with this <u>Section 4.5</u>. Provided, further, in the event of Terminating Event, such Member's rights as a Member shall automatically terminate and such Member shall be entitled only to the rights of an Assignee pursuant to <u>Section 8.2</u> for the remaining fiscal year. For purposes of this <u>Section 4.5</u>, with respect to a Member, an "Adverse Terminating Event" means a Terminating Event as defined in Section 2.1.25 (i), (ii), (iii), and (vi).
- 4.5.2 If any Member's Membership Interest is purchased because of the occurrence of an Adverse Terminating Event, the amount the Company shall pay for the Membership Interest of such Member shall be fifty percent (50%) of the Value of such Member's Membership Interest.
- 4.5.3 Payments for Membership Interests shall be made as follows: Twenty percent (20%) of the purchase price on the initial payment date, shall be within sixty (60) days after the determination of the Value of the Company (the "Purchase Date"), and the balance thereof payable on the anniversary of the Purchase Date, with interest on the outstanding principal balance at the prime rate as indicated by the *Wall Street Journal* on the Purchase Date.
- 4.5.4 Notwithstanding any other provision of this Agreement, upon a Terminating Event, the Company may offset any liability or damages incurred by the Company, resulting from such Terminating Event, against any amounts payable to such withdrawing Member.

#### **ARTICLE 5**

#### ACTIONS AND MEETINGS OF MEMBERS

#### 5.1 General.

Unless otherwise required in this Agreement, actions and consents of the Members may be communicated or reflected orally, electronically or in writing, and no action need be taken at a formal meeting. Members may, but are not required to, meet from time to time on such notice, if any, as the Member convening the meeting chooses to give. Any consent required to be in writing may be evidenced by separate written counterparts. Any action of such Members shall be effective when a sufficient number of Members to take such action communicate their approval of the action to the Managers. No Member will have any management authority or right to participate in the management of the Company.

# 5.2 Annual Meetings.

Annual meetings may be called by the Managers.

# 5.3 Special Meetings.

Meetings of the Members may be called by the Managers, or by the Members with at least twenty percent (20%) of the votes entitled to be cast at such meeting, to consider approval of an action or decision under any provision of this Agreement requiring Member approval.

# 5.4 Place of Meetings.

The Managers shall have the authority to designate any place within the State of Idaho as the place of meeting for any meeting of the Members. If no designation is selected, the place of meeting shall be the principal office of the Company.

# 5.5 Notice of Meeting.

Written notice stating the day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers, or the Member or group of Members, as applicable, calling the meeting, to each Member entitled to vote at such meeting.

# 5.6 Record Date.

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, Members admitted to the Company as of the date on which notice of the meeting is provided shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this <u>Section 5.6</u>, such determination shall apply to any adjournment thereof.

# 5.7 Quorum.

The Members holding a Majority in Interest entitled to vote upon a matter, present in person or represented by proxy, shall constitute a quorum at any meeting of the Members. Withdrawal of any Members from any meeting after a quorum has been obtained shall not cause there to be a lack of a duly constituted quorum at any such meeting.

#### 5.8 Proxies.

Any Member entitled to vote at a meeting of Members or to express consent or dissent to action in writing without a meeting may vote in person or by proxy given to another Member executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers before or at the time of the meeting. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy.

# 5.9 Voting.

Members entitled to vote shall have voting power in proportion to their Membership Interests in the Company. At a meeting of Members at which a quorum is present, the affirmative vote of the Members holding a Majority in Interest of the Membership Interests entitled to vote on the matter shall be the act of the Members, unless the vote of a greater interest is required by the Articles, this Agreement or the Act. Any person or entity holding a Membership Interest, or any portion thereof, that has not been admitted as a Member in accordance with this Agreement shall not be entitled to vote on any matters. Any Member in breach of any material provision of this Agreement shall not be permitted to vote on any matters until such breach has been cured.

# 5.10 Designated Representative.

Each Member consisting of more than one (1) Person shall designate an authorized representative agent ("Designated Representative") who shall have full authority to act for and bind the appointing Member. A Member may change its Designated Representative upon twenty-four (24) hours written notice to the Managers. Each entity Member shall take such action as required under applicable law and the constituent documents of the applicable entity to authorize its Designated Representative as hereinabove provided. Until such Designated Representative is changed, no other person or persons shall be authorized to act on behalf of the appointing Member. E4 Partners LLLP appoints Timothy W. Eck as its designated representative.

# 5.11 Actions of Members without Meetings.

Action required or permitted to be taken at a meeting of Members may be taken without a meeting following satisfaction of the notice provisions of Section 5.5 and if the action is evidenced by one or more written consents or approvals describing the action taken and signed by Members entitled to cast a sufficient number of votes to approve such action had such action been properly voted on at a duly called meeting of the Members. Action taken under this Section 5.11 is effective when Members with the requisite Membership Interests have signed the consent or approval, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

# 5.12 Waiver of Notice.

A Member may waive the requirement of notice of a meeting either by attending such meeting or executing a written waiver before or after such meeting.

# 5.13 Meetings of All Members.

If all of the Members shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

# 5.14 Meeting by Communications Device.

Meetings of the Members may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

#### ARTICLE 6

# CAPITAL CONTRIBUTIONS; LOANS; GUARANTEES

# 6.1 Initial Capital Contributions of Members.

The Members have made Capital Contributions to the Company in the amounts set forth on Exhibit A.

# 6.2 No Withdrawal or Return of Capital Contributions.

Except as otherwise provided herein, no Member shall be entitled or permitted to withdraw any Capital Contributions or any money or other property from the Company without the written consent of the Managers. If circumstances require a return of any Capital Contribution, no Member shall have the right to receive property other than cash, unless otherwise approved by the Members at the time of such distribution.

# 6.3 No Interest.

Except as otherwise provided herein, no interest shall be paid on any Capital Contributions to the Company.

# 6.4 Loans.

Upon the approval of the Managers, as appropriate pursuant to <u>Article 3</u>, the Company may borrow money from any Member or other Person upon commercially reasonable terms and conditions.

# 6.5 Additional Capital Contributions.

Except as set forth in this <u>Section 6.5</u>, no Member shall be required or permitted to make any additional capital contributions

6.5.1 In the event that at any time the Managers reasonably determine that additional funds in excess of the initial Capital Contributions are required by the Company for its

purposes and its obligations, expenses, costs, liabilities or expenditures, in the ordinary course or for capital improvements or debt service with respect to any Company property, the Members shall be required to contribute such additional funds in proportion to their Capital Interests. The Managers may, in their sole discretion, attempt to have the Company borrow the amount of such additional funds needed prior to requiring the Members to contribute additional funds. In the event the Managers decide not to borrow funds or the Company is otherwise unable to borrow funds, the Managers will provide thirty (30) days written notice to the Members prior to the date contributions from the Members are needed. Affiliates of the Members shall be permitted to make any additional Capital Contribution on behalf of any Member and such contributing Affiliate shall receive a Capital Interest in the Company as agreed between the non-contributing Member and the contributing Affiliate of such Member allocated out of the Interest of the Company held by such Member.

- 6.5.2 In the event a Member or any Affiliate of such Member ("Non-Contributing Member") does not contribute additional funds, the other Members ("Contributing Members") may, as their sole and exclusive remedy, in proportion to their Membership Interest (as among the Contributing Members) or as otherwise agreed by the Contributing Members, contribute additional funds to cover such amount that has not been contributed by the Non-Contributing Member(s) (an "Over-Contribution").
- 6.5.3 The Membership Interests of the Contributing Members shall be increased and that of the Non-Contributing Member shall be decreased as described below:
- (a) The Interests of each Contributing Member shall be increased by Adjustment Percentage X, which shall be calculated for each Contributing Member according to the following formula. For purposes of this formula, "Total Capital Contributions of all Members to Date" shall include all Capital Contributions of all Members (excluding Over-Contributions) including the initial Capital Contributions.

Adjustment
Percentage X

Amount of Contributing Member's Over-Contribution

Total Capital Contributions
of all Members to Date
(excluding Over-Contributions)

Amount of Contributing Member's Over-Contribution

Sum of all Contributing Members' Over-Contributions

(b) The respective Membership Interests of the Non-Contributing Members shall be decreased (but not below zero) by each such Members' pro rata share (based on the total Membership Interests of the Non-Contributing Members) of Adjustment Percentage X as calculated for each Contributing Member.

# 6.6 Enforceability.

None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Company. No creditor shall have any right, under section 18-502(b) of the Act or otherwise, to enforce any right of a Member to make any contribution to the Company, and any such obligation of a Member may be compromised upon the approval of all the Members.

# 6.7 Guaranty of Loans; Contribution and Indemnity.

The Members acknowledge that in order to obtain third-party financing for any investment by the Company, the Members, Managers or Affiliates of the Members or Managers may be required by third-party lenders to execute guarantees for such financing (each a "Guarantor"). With regard to any and all obligations arising from or related to any guarantee of any loan to the Company (a "Guarantee Obligation"), the Members hereby agree that if any Guarantor pays any Guarantee Obligation, such Guarantor shall have a right of contribution against the other Members to the extent of each other Member's respective Membership Interest multiplied by the Guarantee Obligation paid by such Guarantor. The rights of contribution provided herein shall include all costs and expenses, including attorney's fees and interest, reasonably incurred by a Member in enforcing the terms hereof and/or with regard to any such claim. The Members' obligations to the Members and Guarantors hereunder shall not be limited by the terms of Section 6.7 herein, or any other provision of this Agreement. The Members' rights and obligations hereunder for contribution and indemnification are personal to each other and to the Guarantors and may not be enforced by any third party creditors of the Company.

# ARTICLE 7

# ALLOCATIONS AND DISTRIBUTIONS

# 7.1 Capital Account.

A Capital Account shall be maintained for each Member in accordance with the Regulations, under uniform policies and procedures established by the Managers, after consultation with the Company's tax advisors.

# 7.2 Allocations

- 7.2.1 Except as required by applicable Internal Revenue Service Code and Regulations, all items of income and gain of the Company shall be allocated to the Members according to the following schedule:
- (a) Except as required by applicable law (including Treasury Regulations) and as otherwise provided in Exhibit C, all profits (all items of income and gain) shall be allocated to the Members in proportion to their Membership Interests.
- (b) Except as required by applicable law (including Treasury Regulations) and as otherwise provided in Exhibit C, all losses, deductions and credits shall be allocated to the members in proportion to their Membership Interests

#### 7.3 Distributions.

Except as restricted by this <u>Article 7</u> and as otherwise provided in this Agreement, Distributions shall be authorized by the Managers, provided that the Company shall (except as reasonably required for reserves) make annual Distributions in an amount equal to not less than the state and federal income tax due by any Member for their proportionate share of the

Company's income for the corresponding year. The Company may not make any distributions prohibited under the Act.

#### 7.4 Tax Matters Partner.

The Tax Matters Partner shall act as the tax matters partner of the Company pursuant to Section 6231(a)(7) of the Code. The Tax Matters Partner shall take such action as may be necessary to cause each Member to become a *notice partner* within the meaning of Section 6223 of the Code. Any Person who is designated Tax Matters Partner may not take any action contemplated by Sections 6222 through 6232 of the Internal Revenue Code without the consent of the members.

# **ARTICLE 8**

# TRANSFER OF INTERESTS AND ADMISSION OF MEMBERS

# 8.1 Transferability of Membership Interests.

Exclusive of Non-Adverse Terminating Events, no Member may Transfer all or any portion of its Membership Interest without the Managers' prior approval, which approval may be given or withheld for any reason or no reason. Any Membership Interest transferred in contravention to this <u>Section 8.1</u> shall be void of all voting, inspection and other rights, and any such Transfer shall be null and void *ab initio* and shall be subject to purchase by the Company as an Adverse Terminating Event pursuant to <u>Section 4.5</u>.

# 8.2 Rights of Assignees.

If, notwithstanding the prohibition on Transfers in Section 8.1, if a Member Transfers all or any portion of such Member's Membership Interest (whether voluntarily, involuntarily or by operation of law, including, but not limited to, the divorce, merger or Bankruptcy of the Member), and a Person acquires such Membership Interest (an "Assignee"), the Assignee: (i) unless admitted to the Company as a Member in accordance with Section 8.3, shall not be entitled to any of the rights, powers, or privileges of a Member, except that the Assignee shall be entitled to share in the Distributions from the Company with respect to the transferred Membership Interest; (ii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement; and (iii) shall be required to Transfer the Membership Interest to the Company in accordance with the redemption provisions hereof relating to Adverse Terminating Events.

# 8.3 Admission of Members.

8.3.1 An Assignee of all or part of the Membership Interest of a Member who meets the qualifications and criteria set forth in this Agreement may be admitted to the Company as a Member only upon the approval of the Members and upon furnishing to the Managers all of the following:

- (a) By signing the Form of Consent attached as Exhibit B, accepting all the terms and conditions of this Agreement and any other documents required in connection with the operation of the Company pursuant to the terms of this Agreement;
- (b) If the Assignee is an entity, a certified copy of a resolution of its board of directors or other managing body authorizing it to become a Member under the terms and conditions of this Agreement;
- (c) Such other documents or instruments may be required in order to effect admission-such Person's as a Member; and
- (d) Payment of such reasonable expenses as may be incurred in connection with admission of such Person as a Member.

# 8.4 Right of First Refusal.

In addition to the other limitations and restrictions set forth in this <u>Article 8</u>, no Member shall Transfer all or any portion of such Member's Membership Interest (the "Offered Membership Interest") unless such Member (the "Seller") first offers to sell the Offered Membership Interest pursuant to the terms of this <u>Section 8.4</u>.

8.4.1 Prior to making any Transfer that is subject to the terms of this Section 8.4, the Seller shall give First Refusal to Purchase Interests to be Voluntarily Transferred. A Member ("Selling Member proposing to Transfer all or any portion of or interest in its Interest for value may do so only pursuant to a written bona fide offer to purchase ("Offer"). If the Selling Member desires to Transfer such Selling Member's Membership Interest pursuant to such Offer, the Selling Member shall give the other Members written notice which shall contain a description of all of the material terms and conditions of the Offer and a copy of the Offer (the "Offer Notice"). The Members shall have the right, pro rata based on the Interests held by each, to purchase the Selling Member's Membership Interest upon the terms and conditions contained in the Offer (except that the Members may agree among themselves to purchase such Interest other than pro rata). The Members shall notify the Selling Member in writing of the intent to purchase the Selling Member's Membership Interest within thirty (30) days after receipt of the Offer Notice. If the Members elect to purchase such Interest, they shall consummate the transaction as if they were the party making the purchase offer, but in no event shall the closing date be required to occur earlier than sixty (60) days following the date of the Members' notification to the Selling Member of their determination to purchase the Selling Member's Membership Interest. If the Members fail to give notice of the exercise of their right of first refusal within such thirty (30)-day period, the Selling Member shall be free to transfer its Membership Interest in accordance with the Offer. The Selling Member shall not otherwise transfer its Interest without complying with the provisions of this Section 8.

# **ARTICLE 9**

# DISSOLUTION AND LIQUIDATION OF THE COMPANY

# 9.1 Dissolution Events.

- 9.1.1 The Company will be dissolved upon the happening of any of the following events:
  - (a) Approval of the Members to dissolve the Company; or
  - (b) A Terminating Event with respect to the Company.

# 9.2 Effect of Dissolution.

Upon the happening of any of the events specified in Section 9.1, the Managers or any liquidating trustee elected by the Members, will commence as promptly as practicable to wind up the Company's affairs unless the Managers or liquidating trustee (either the "Liquidator" as applicable under the circumstances) determine that an immediate liquidation of the Company assets would cause undue loss to the Company, in which event the liquidation may be deferred for a time determined by the Liquidator to be appropriate. Assets of the Company may be liquidated or distributed in kind, as the Liquidator determines to be appropriate. The Members will continue to share Company profits and losses during the period of liquidation in the manner set forth in Article 7.

# 9.3 Distribution.

Following the payment of all debts and liabilities of the Company (other than loans or advances that have been made by any of the Members) and all expenses of liquidation, the proceeds of the liquidation and any Company Property that is not sold in connection with the liquidation will be applied in the following order of priority:

- 9.3.1 First, to repayment of any loans or advances that may have been made by any of the Members to the Company, but if the amount available for repayment of such loans or advances shall be insufficient, then to such Members on account thereof in proportion to their respective loans or advances;
- 9.3.2 Second, to the establishment of any reserves deemed appropriate by the Liquidator for any liabilities or obligations of the Company, which reserves will be held for the purpose of paying liabilities or obligations and, at the expiration of a period the Liquidator deems appropriate, will be distributed in the manner provided below;
- 9.3.3 Third, to the payment to the Members of the positive balances in their respective Capital Accounts, pro rata, in proportion to the positive balances in those Capital Accounts after giving effect to all allocations and all Distributions under <u>Article 7</u> for all prior periods, including the period during which the process of liquidation occurs; and

Each Member shall look solely to the Company Property for all Distributions with respect to the Company and such Member's Capital Contributions thereto, and such Member's share of income, gains, losses and deductions, and no Member shall have recourse against any other Member or the Managers therefore. No Member shall have any rights to demand or receive property other than cash upon the liquidation and winding-up of the Company, but the Liquidator may, upon the Members' approval, distribute property valued at its fair market value other than cash to a Member or Assignee. Notwithstanding any provision hereof, no Member shall have an obligation upon liquidation to restore a negative Capital Account balance.

# 9.4 Statement of Termination.

Upon the dissolution and completion of the winding up of the Company, the Managers shall cause a statement of termination to be executed on behalf of the Company and filed with the Secretary of State, and the Managers shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution and winding up of the Company.

# **ARTICLE 10**

# INDEMNIFICATION AND INSURANCE

# 10.1 Indemnification.

The Company shall indemnify its Members and the Managers to the fullest extent permissible under Idaho law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees through all levels of action) incurred or suffered by a person by reason of or arising from the fact that such person is or was a Member, or is or was serving at the request of the Company as the Managers, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, upon the Members' approval provide indemnification to employees and agents of the Company who are not Members or the Managers. The indemnification provided in this Section 10.1 shall not be exclusive of any other rights to which any person may be entitled under the Act or other statute.

# 10.2 Limitation of Liability.

A Manager shall not be liable to the Company or its Members for monetary damages for conduct as a Manager except to the extent that the Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of liability, and/or except arising from a Manager's fraud, bad faith, willful misconduct or gross negligence. No repeal or amendment of this Section 10.2 or of the Act shall adversely affect any right or protection of a Member or a Manager for actions or omissions prior to the repeal or amendment.

# 10.3 Insurance.

The Company may purchase and maintain insurance on behalf of the Managers or agent of the Company against any liability asserted against or incurred by the Managers or agent acting

in such capacity or arising out of the Managers' or agent's status as such, whether or not the Company would have the power to indemnify the Managers or agent against such liability under this Article or the Act.

# **ARTICLE 11**

# **AMENDMENTS**

# 11.1 By Members.

Upon the Member's approval, the Members may amend or repeal the provisions of this Agreement but only upon satisfying the following three conditions: (1) the amendment must be in writing; (2) the Managers must approve and all Members must sign one or any number of identical counterparts; and (3) the amendment must clearly state it is an "Amendment to the Operating Agreement of ARROYO INDIO FARM LLC." Notwithstanding the foregoing, the unanimous consent of the Members shall be required to amend or repeal the provisions of this Agreement if such amendment changes (i) the required vote or degree of consent required to approve or disapprove any matters or (ii) the economic rights or benefits of the Members. Provided, further, under no condition, may this Agreement be amended or repealed by oral or implied agreement or course of conduct of the Members.

# 11.2 By Managers.

The Managers may not amend or repeal the provisions of this Agreement, except that the Managers may amend Exhibit A to reflect the admission of additional Members to the extent permitted by the terms of this Agreement and/or to reflect adjustments to the Members' Membership Interests pursuant to Article 6.

# **ARTICLE 12**

# **MISCELLANEOUS**

#### 12.1 Fiscal Year.

The fiscal year will end on December 31, unless another fiscal year-end is selected by the Managers.

#### 12.2 Books and Records.

Proper and complete records and books of account shall be kept by the Managers in which shall be fully entered fully and accurately all transactions and such other matters relating to the Company's business as are usually entered into records and books of account maintained by persons engaged in business of like character. The records of the Company will be maintained at the principal place of business of the Company, or at any other location the Managers select provided that the Company keep at its principal place of business the records required by the Act to be maintained there. Appropriate records in reasonable detail will be

maintained to reflect income tax information by the Members. Each Member may inspect and make copies of the records maintained by the Company during reasonable business hours and upon reasonable notice. Each Member, at the Member's expense, may make copies of the records maintained by the Company and may require an audit of the books of account maintained by the Company to be conducted by the independent accountants for the Company.

# 12.3 Reports.

The Managers, at the expense of the Company, will cause to be prepared in accordance with the method of accounting then used by the Company and distributed to each Member within ninety (90) days after the end of each Fiscal Year, a balance sheet as of the close of the Fiscal Year and the annual income tax returns and related schedules of the Company for the Fiscal Year.

# 12.4 Notices.

The Managers will notify the Members of any change in the name, principal or registered office or registered agent of the Company. Any notice or other communication required by this Agreement must be in writing. Notices and other communications will be deemed to have been given when delivered by hand or dispatched by telegraph, telex or other means of electronic facsimile transmission, or three business days after being deposited in the United States mail, postage prepaid, addressed to the Member to whom the notice is intended to be given at the Member's address set forth on Exhibit A of this Agreement or, in the case of the Company, to its principal place of business provided for in Section 1.4. A Person may change the Person's address by providing to the Company, at the principal place of business, notice in writing of the change.

# 12.5 Representations of Members.

Each Member represents and warrants to the Company and every other Member that such Member: (i) is fully aware of, and is capable of bearing, the risks relating to an investment in the Company; (ii) understands that such Member's interest in the Company has not been registered under Securities Act of 1933, as amended, or the securities law of any jurisdiction in reliance upon exemptions contained in those laws; and (iii) has acquired a Membership Interest in the Company for such Member's own account, with the intention of holding the interest for investment and without any intention of participating directly or indirectly in any redistribution or resale of any portion of the interest in violation of the Securities Act of 1933, as amended, or any applicable law.

# 12.6 Survival of Rights.

Except as otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

# 12.7 Interpretation and Governing Law.

When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa. The masculine

gender shall included the feminine and neuter. The Article and Section headings or titles and the table of contents shall not define, limit, extend or interpret the scope of this Agreement or any particular Article or Section. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho without giving effect to the conflicts of laws provisions thereof.

# 12.8 Severability.

If any provision, sentence phrase or word of this Agreement or the application thereof to any Person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision, sentence, phrase, or word to Persons or circumstances, other than those as to which is held invalid, shall not be affected thereby.

# 12.9 Agreement in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages; all of such signature pages shall be read as one, and they shall have the same force and effects as though all of the signers had signed a single signature page.

#### 12.10 Third Parties.

The agreements, covenants, and representations contained herein are for the benefit of the parties hereto *inter se*. Nothing in this Agreement is intended to benefit any third parties including, without limitation, any creditor of the Company and/or a Member. No creditor of the Company or any Member will be entitled to require the Managers to solicit or accept any loan of additional capital contribution for the Company or to enforce any right which the Company or any Member may have against a Member, whether arising under this Agreement or otherwise.

# 12.11 Remedies.

A non-defaulting Member shall have all rights against a defaulting party hereunder available at law or in equity.

# 12.12 Time is of the Essence.

Time is of the essence in the performance of each and every obligation herein imposed.

# 12.13 Schedules Included in Exhibits; Incorporation by Reference.

Any reference to an exhibit to this Agreement contained herein shall be deemed to include any schedules to such exhibit. Each of the exhibits referred to in this Agreement, and each schedule to such exhibits, is hereby incorporated by reference in this Agreement as if such schedules and exhibits were set out in full in the text of this Agreement.

IN WITNESS WHEREOF, the undersigned, hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

[Signature page to follow]

# MEMBERS:

E4 PARTNERS, LLLP

The Eck Children's Trust A, General Partner

By: Timothy W. Eck

Its: Trustee

The Eck Children's Trust B, General Partner

By: Timothy W. Eck

Its: Trustee

COREY D. BARTON

Corey D. Barton

# EXHIBIT A CAPITAL CONTRIBUTIONS

As shown on the books and records of the Company.

# **EXHIBIT B**

# FORM OF CONSENT TO TERMS OF OPERATING AGREEMENT

The undersigned,	, desiring to participate in ARROYO INDIC
FARM LLC, an Idaho limited liability	y company (the "Company") by and through
	, hereby acknowledges that he has reviewed
understands and agrees to be bound by	all of the terms and conditions of the Operating
Agreement of ARROYO INDIO FARM LE	LC, dated effective January 2, 2015 (the "Operating
Agreement"), The undersigned authorizes	this signature page to be attached to the Operating
Agreement.	
Date:	
	Address:

#### **EXHIBIT C**

#### SPECIAL ALLOCATIONS

- 1.1 **Special Allocations.** The following special allocations are made in the following order:
- Minimum Gain Chargeback. Notwithstanding any other provision of Article 7 of the Agreement, except as otherwise provided in Section 1.704-2(f) of the Treasury Regulations, if there is a net decrease in Company minimum gain during any Fiscal Year, each Member is specially allocated items of Company income and gain for the Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the Person's share of the net decrease in Company minimum gain, determined in accordance with Section 1.704-2(g) of the Treasury Regulations. Allocations pursuant to the previous sentence are made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated are determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Treasury Regulations. This Section 1.1(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.
- Member Minimum Gain Chargeback. Notwithstanding any other provision of Article 7 of the Agreement, except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, if there is a net decrease in Member nonrecourse debt minimum gain attributable to a Member nonrecourse debt during any Fiscal Year, each Person who has a share of the Member nonrecourse debt minimum gain attributable to the Member nonrecourse debt, determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations, is specially allocated items of Company income and gain for the Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the Person's share of the net decrease in Member nonrecourse debt minimum gain attributable to the Member nonrecourse debt, determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. Allocations pursuant to the previous sentence are made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated are determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Treasury Regulations. This Section 1.1(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.
- (c) Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-2(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations, items of Company income and gain are specially allocated to each Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the adjusted deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 1.1(c) is made only if and to the extent that the Member would have an adjusted deficit after all other allocations provided for in Article 7 of the Agreement have been tentatively made as if this Section 1.1(c) were not in the Agreement.

- (d) <u>Gross Income Allocation</u>. If any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of
- (1) The amount the Member is obligated to restore pursuant to any provision of the Agreement, and
- (2) The amount the Member is deemed to be obligated to restore pursuant to the next to the last sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, each Member is specially allocated items of Company income and gain in the amount of the excess as quickly as possible, provided that an allocation pursuant to this Section 1.1(d) is made only if and to the extent that the Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in Article 7 of the Agreement have been made as if Section 1.1(c) of this Exhibit and this Section 1.1(d) were not in the Agreement.
- (e) <u>Nonrecourse Deductions</u>. Nonrecourse deductions for any Fiscal Year are specially allocated as Profits are allocated under <u>Section 7.3</u> of the Agreement.
- (f) <u>Member Nonrecourse Deductions</u>. Any Member nonrecourse deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member nonrecourse debt to which the Member nonrecourse deductions are attributable in accordance with Section 1.704-2(i)(1) of the Treasury Regulations.
- (g) <u>Section 754 Adjustments</u>. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations, to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of the Member's interest in the Company, the amount of the adjustment to Capital Accounts is treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis) and the gain or loss is specially allocated to the members in accordance with their Membership Interests in the event that Section 1.704-1(b)(2)(iv)(m)(2) of the Treasury Regulations applies or to the Member to whom the distribution was made in the event that Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulation applies.
- (h) Allocations Relating to Taxable Issuance of Company. Any income gain, loss or deduction realized as a direct or indirect result of the issuance of an interest by the Company to a Member (the "Issuance Items") is allocated among the Members so that, to the extent possible, the net amount of the Issuance Items, together with all other allocations under the Agreement to each Member, shall be equal to the net amount that would have been allocated to each Member if the Issuance Items had not been realized.

Curative Allocations. The allocations set forth in Section 7.3 of the Agreement 1.2 and Sections 1.1(a) - 1.1(g) of this Exhibit (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations are offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 1.2. Therefore, notwithstanding any other provision of Article 7 of the Agreement (other than the Regulatory Allocations), the Members shall make offsetting special allocations of Company Income, gain, loss or deduction in whatever manner the Members shall determine appropriate so that, after the offsetting allocations are made, each Member's Capital Account is, to the extent possible, equal to the Capital Account the Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 7.3 of the Agreement. In exercising discretion under this Section 1.2, the Members shall take into account future Regulatory Allocations under Sections 1.1(a) and 1.1(b) of this Exhibit that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 1.1(e) and Section 1.1(f) of this Exhibit.

#### 1.3 Other Allocation Rules.

- (a) For the purposes of determining the profits, losses, or any other items allocable to any period, profits, losses, and any other items are determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Treasury Regulations thereunder.
- (b) In making any allocation among the Members of income or gain from the sale or other disposition of Company Property, the ordinary income portion, if any of the income and gain resulting from the recapture of cost recovery or other deductions are allocated among those Members who were previously allocated (or whose predecessors-in-interest were previously allocated) the cost recovery deductions or other deductions resulting in the recapture items, in proportion to the amount of the cost recovery deductions or other deductions previously allocated to them.
- (c) All allocations to the Members shall, except as otherwise provided, be divided among them in proportion to the Membership Interests held by each Member.
- (d) The Members are aware of the income tax consequences of the allocations made by <u>Article 7</u> of the Agreement and hereby agree to be bound by the provisions thereof in reporting their shares of Company income and loss for income tax purposes.
- (e) Solely for purposes of determining a Member's proportionate share of the excess nonrecourse liabilities of the Company within the meaning of Section 1.752-3(a)(3) of the Treasury Regulations, the Members' interests in Company profits are as profits are allocated after any priority return.

To the extent permitted by Section 1.704-2(h)(3) of the Treasury Regulations, the Members shall endeavor to treat distributions of Net Cash Flow as having been made from the proceeds of a nonrecourse liability or a Member nonrecourse debt only to the extent that the distributions would cause or increase an adjusted deficit for any Member.

#### AMENDMENT TO FIRST AMENDED OPERATING AGREEMENT

OF

### ARROYO INDIO FARMS LLC

This Amendment to the First Amended Operating Agreement of Arroyo Indio Farms LLC, an Idaho limited liability company (the "Company"), is made effective July 5<sup>th</sup>, 2019, by and between E4 Partners, LLLP, an Idaho limited liability limited partnership ("E4 Partners") and Corey D. Barton, an individual ("Barton").

#### RECITALS

- A. E4 Partners and Barton are the only Members of the Company.
- B Pursuant to Article 11.1 of the First Amended Operating Agreement of the Company dated January 2, 2015 (hereinafter the "Operating Agreement"), the Members wish to amend Article 3.1.

THEREFORE, for good and valuable consideration, the Members agree as follows.

1. <u>Amendment to Article 3.1</u>. Article 3.1 of the Operating Agreement is hereby amended as follows:

### 3.1 Number and Qualifications of Managers.

The Company shall be Manager managed and there shall be two (2) Managers from time to time. The Managers are not required to be Members and the Managers shall be Timothy W. Eck, and Corey D. Barton (collectively the "Manager").

2. <u>Affirmation of Operating Agreement</u>. The undersigned Members and Manager affirm this Amendment to the Operating Agreement, and in all other respects, the Operating Agreement remains the same.

[signature page to follow]

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### E4 PARTNERS, LLLP

The Eck Children's Trust A, General Partner

By: Timothy W. Eck

Its: Trustee

The Eck Children's Trust B, General Partner

By: Timothy W. Eck

Its: Trustee

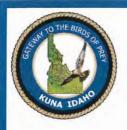
COREY D. BARTON

Corey D. Barton

MANAGERS:

Timothy W. Eck

Corey D. Barton



### **AFFIDAVIT OF LEGAL INTEREST**

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



State of Idaho )			
County of Ada )			
I, Timothy W Eck	a(t)>		,
6152 W Half Moon Ln	Eagle	ID State	83616
Being first duly sworn upon oath, depose skip to B)	and say: (If Applic	ant is also O	wner of Record,
A. That I am the record owner of the p my permission to KM Engineering, LLP.		on the attac	ched, and I grant
5725 N Discovery Way	Boise	Idaho	83713
to submit the accompanying	application per	taining to	that property.
C. I hereby grant permission to the Cit the purpose of site inspections  Bate day of July	related to prod	cessing said	
amount			
Signature			
Subscribed and sworn to before me the da	ay and year first a	bove written.	
Brittany Sofro Name		M VIIIII	William.
Residing at: 1851 W.024Nampton Prive		TANSSION NO	O. Milling
229K 10 83WW		PUBLIC SO21236	Heralli
My Commission expires: 5/13/2027		ATE OF V	DAY MINING

= 346 )



## Neighborhood Meeting Certification



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

You <u>must</u> conduct a Neighborhood Meeting <u>prior</u> 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: Request to annex ar	nd zone +/- 77 acres to the R-8, R-12 and 0	<b>C-1</b>
districts, also requesting a PUD, and a preliminary plat for		
96 single-family attached townhomes, 7 commercial lots,	7 common access lots, and 38 common space	lots)
Date of Meeting: April 6, 2022	<sub>Time:</sub> 6 p.m.	
Meeting Location: Kuna Library		
Site Inform	nation	
Location: Section 27 Township 2N	Range 1W Total Acres 77.3	38
Subdivision Name: Rader & Kroegers		

Address: 2021 West Kuna Road
Parcel No(s).: R7321001000
Include ALL addresses and parcel numbers for your application.
Current Property Owner
Name: Arroyo Indio Farm, LLC.
Address: 1977 East Overland Road, Meridian, 83642
Contact Person
Name: Stephanie Hopkins
Business Name (if applicable): KM Engineering, LLP.
Address: 5725 North Discovery Way, Boise, 83713
Phone: 208.639.6939 Email: shopkins@kmengllp.com
Applicant
Name: Arroyo Indio Farm, LLC.
Address: 1977 East Overland Road, Meridian 83642
Phone: Email:
I, Stephanie Hopkins, 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: Tuphamethyphis Date: 4.7.2022

## **SIGN-IN SHEET**

Project Name: Madrone Village

Name	Address	Phone
1 Stephanie Mopleins -		
2 Immre Septe Meno	5725 N Discovery Way 689. Schonspire 300 S. Yankee Rock Are	
2 Gran Sect Mus 3 Elican + Alicia Habbs	300 S. Yankee Rock Are	208-670-7745
4 Cyn Thia M. Lowers	1629 W. Knm Rel	208-518-5921
6		
7		
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31 32 33 34 35	//	
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## **NEIGHBORHOOD MEETING MINUTES**

Meeting Date: 4.6.2022	Number of Attendees: 5
Location: Kuna Library	
	ne +/- 77 acres to the R-8, R-12 and C-1 districts
PUD and preliminary plat for res	idential and commercial subdivision
Attendee Comments or Concerns:	
- Requested that we consider leaving the Yan	kee Rock ROW there to be used as an unimproved
road for access to existing homes in Sutters Mi	Il and to be used for the horse business at the corner.
Thought this would be a good selling point for future	ure residents as well thinking they could use the access.
- request that we consider allowing them to use	e the park for equestrian stuff (pathway around park?)
- Sutters Mill residents do not want homes right against their	r backyards, think we should leave Yankee Rock as a common lot.
- comments about the fire station lot, h	ow that would be a nice addition in the area
- concern about losing their use of the Yankee F	Rock ROW. Were told by real estate agents that the lot
would be left open for their use to store items	s in their backyards and as a general access point.
- concern about density of ski	nny lots
Stephanie Hopkins, he provided within these forms is true, complete and the strue is true.	ereby certify the above information and the information correct to the best of my knowledge.
Applicant Signature: Hyphanie Mys	mate: 4.7.2022



# COMMITMENT TO PROPERTY POSTING



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

Per Kuna City Code (KCC) 5-1A-8, the Applicant, for all applications requiring a Public Hearing, shall post the subject property not less than ten (10) days prior to the hearing. The Applicant shall post a copy of the Public Hearing notice on the property under consideration; all posting must be in substantial compliance.

The Applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the Planning and Zoning Department no later than seven (7) days prior to the Public Hearing, attesting to where and when the sign(s) were posted. Unless such certificate is received by the required date, the hearing will be continued to the next available date, as scheduling permits.

The signs shall be removed no later than three (3) days after the end of the Public Hearing for which the sign(s) had been posted.

Print Name:	Stephanie Hopkins	
Signature:	typhanie poplins Da	te: 4.15.2022



November 5, 2020 Project No.: 19-151

Madrone Village Subdivision

### Exhibit A Legal Description for Annexation

A parcel of land being all of Lots 25 through 32 of Rader and Kroeger's Subdivision (Book 5, Page 205, records of Ada County, Idaho) situated in a portion of the West 1/2 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Beginning at a found brass cap marking the North 1/4 corner of said Section 27, which bears N89°41′25″W a distance of 2,654.34 feet from a found brass cap marking the Northeast corner of said Section 27, thence following the northerly line of said West 1/2 of the Northeast 1/4, S89°41′25″E a distance of 1,314.67 feet to the centerline of South Yankee Rock Avenue; Thence leaving said northerly line and following said centerline, S00°20′35″W a distance of 2,640.97 feet to the southerly line of said West 1/4 of the Northeast 1/4;

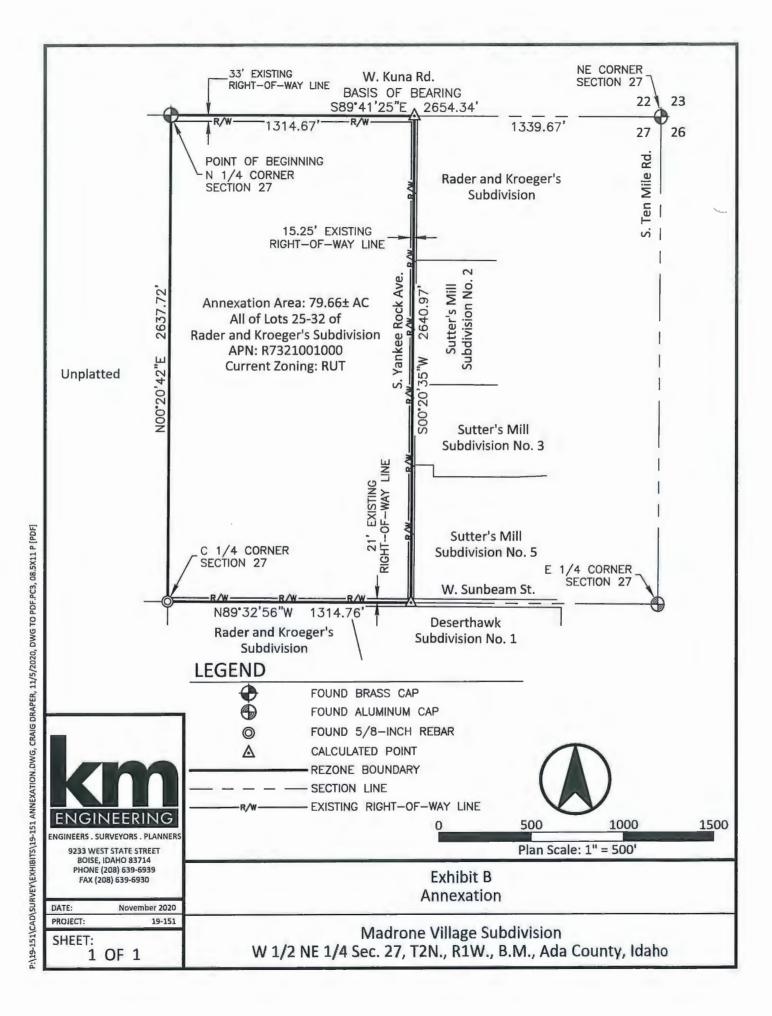
Thence leaving said centerline and following said southerly line, N89°32′56″W a distance of 1,314.76 feet to a found 5/8-inch rebar marking the Center 1/4 corner of said Section 27;

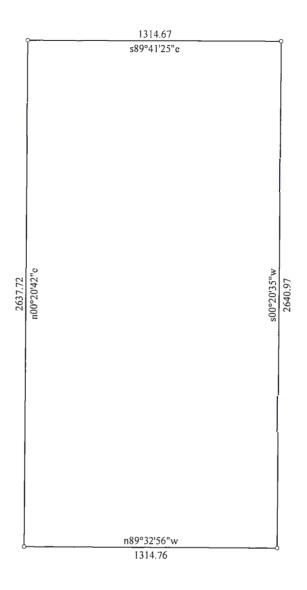
Thence leaving said southerly line and following the westerly line of said West 1/2 of the Nor:heast 1/4, N00°20′42″E a distance of 2,637.72 feet to the **POINT OF BEGINNING.** 

Said parcel contains a total of 79.66 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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







Title: 19-151 Annexation		Date: 11-05-2020
Scale: 1 inch = 500 feet	File:	
Tract 1: 79.660 Acres: 3469983 S	Feet: Closure = n15.5053w 0.01 Feet: Precision >1/5	999999: Perimeter = 7908 Feet
001=s89.4125e 1314.67	003=n89.3256w 1314.76	
002=s00.2035w 2640.97	004=n00.2042e 2637.72	



November 5, 2020 Project No.: 19-151

Madrone Village Subdivision

## Exhibit A Legal Description for Rezone to C-1

A parcel of land being a portion of Lots 30 through 32 of Rader and Kroeger's Subdivision (Book 5, Page 205, records of Ada County, Idaho) situated in a portion of the Northwest 1/4 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Beginning at a found brass cap marking the North 1/4 corner of said Section 27, which bears N89°41′25″W a distance of 2,654.34 feet from a found brass cap marking the Northeast corner of said Section 27, thence following the northerly line of said Northwest 1/4 of the Northeast 1/4, S89°41′25″E a distance of 692.17 feet;

Thence leaving said northerly line, S00°18'35"W a distance of 347.43 feet;

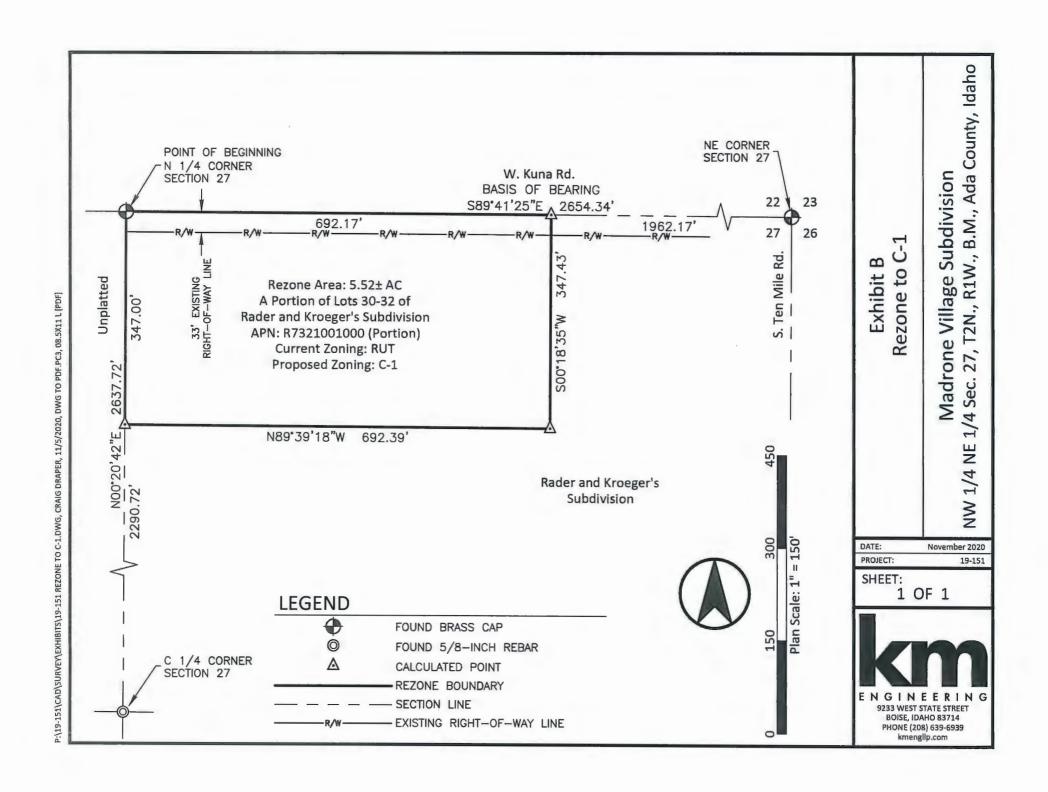
Thence N89°39′18″W a distance of 692.39 feet to the westerly line of said Northwest 1/4 of the Northeast 1/4;

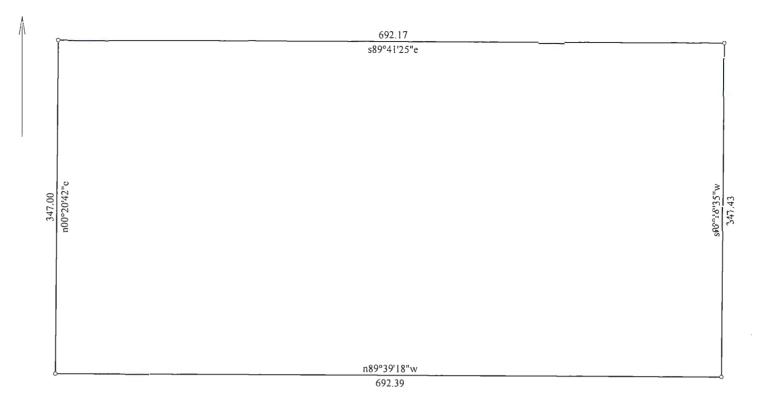
Thence following said westerly line, N00°20′42″E a distance of 347.00 feet to the **POINT OF BEGINNING.** 

Said parcel contains a total of 5.52 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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







Title: 19-151 Rezone to C-		Date: 11-05-2020
Scale: 1 inch = 100 feet	File:	
Tract 1: 5.518 Acres: 240370 Sq I	Feet: Closure = n59.1143e 0.01 Feet: Precision =1/286331: Perimeter = 2	2079 Feet
001=s89.4125e 692.17 002=s00.1835w 347.43	003=n89.3918w 692.39 004=n00.2042e 347.00	



June 18, 2021
Project No.: 19-151
Madrone Village Subdivision

### Exhibit A Legal Description for Rezone to R-8

A parcel of land being a portion of Lots 28, 30, 31 and 32 and all of Lots 25, 26, 27 and 29 of Rader and Kroeger's Subdivision (Book 5, Page 205, records of Ada County, Idaho) situated in a portion of the West 1/2 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Beginning at a 5/8-inch rebar marking the Center 1/4 corner of said Section 27, which bears S00°20′42″W a distance of 2,637.72 feet from a brass cap marking the North 1/4 corner of said Section 27, thence following the westerly line of said West 1/2 of the Northeast 1/4, N00°20′42″E a distance of 1,165.72 feet to a point hereinafter referred to as **POINT "A"**;

Thence following said westerly line, N00°20′42″E a distance of 1,125.00 feet;

Thence leaving said westerly line, S89°39'18"E a distance of 692.39 feet;

Thence N00°18′35″E a distance of 347.43 feet to the northerly line of said West 1/2 of the Northeast 1/4;

Thence following said northerly line, S89°41′25″E a distance of 622.50 feet to the centerline of South Yankee Rock Avenue;

Thence leaving said northerly line and following said centerline, S00°20′35″W a distance of 2,640.97 feet to the southerly line of said West 1/2 of the Northeast 1/4;

Thence leaving said centerline and following said southerly line, N89°32′56″W a distance of 1,314.76 feet to the **POINT OF BEGINNING.** 

Said parcel contains 74.14 acres, more or less

#### **EXCEPTING THEREFROM:**

Commencing at a point previously referred to as **POINT "A"**, thence S89°39′18″E a distance of 184.00 feet to the **POINT OF BEGINNING.** 

Thence N00°20'42"E a distance of 705.00 feet;

Thence 70.69 feet along the arc of a curve to the right, said curve having a radius of 45.00 feet, a delta angle of  $90^{\circ}00'00''$ , a chord bearing of  $N45^{\circ}20'42''$ E and a chord distance of 63.64 feet;

Thence S89°39'18"E a distance of 455.00 feet;

Thence S00°20'42"W a distance of 750.00 feet;

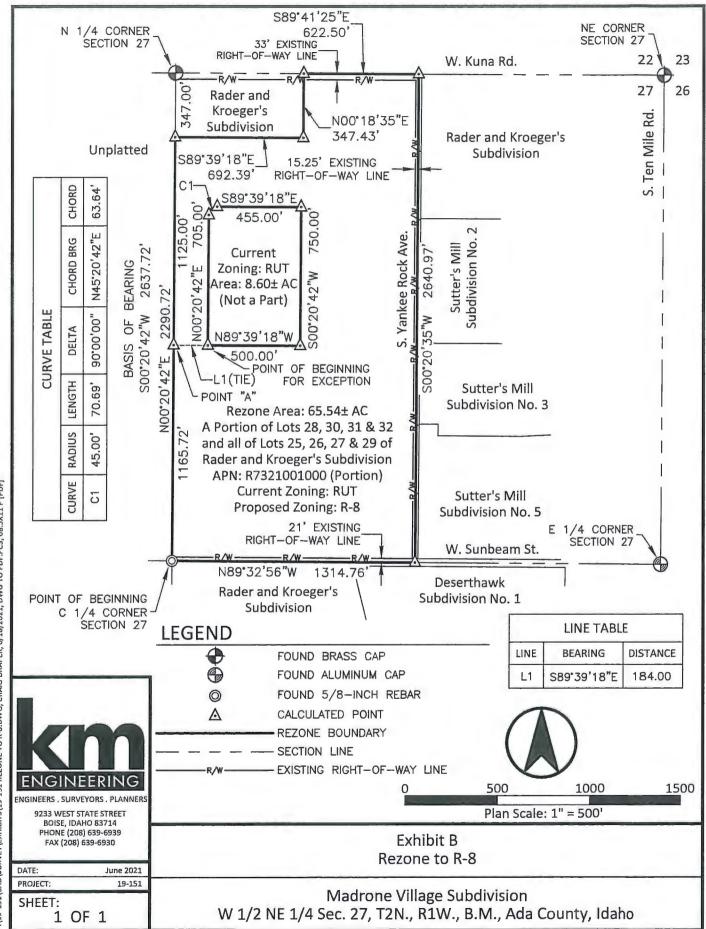
Thence N89°39'18"W a distance of 500.00 feet to the POINT OF BEGINNING.

Said parcel contains 8.60 acres, more or less.

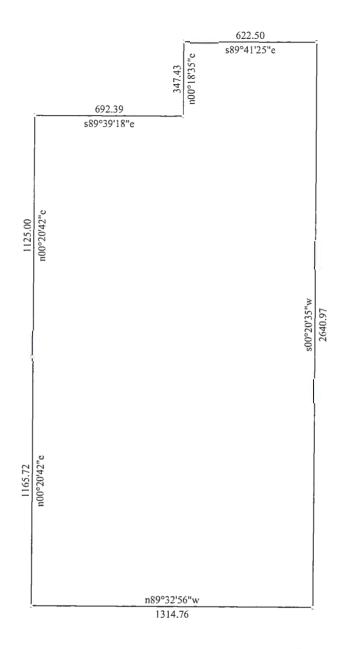
Said description of parcel for rezone contains a total of 65.54 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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

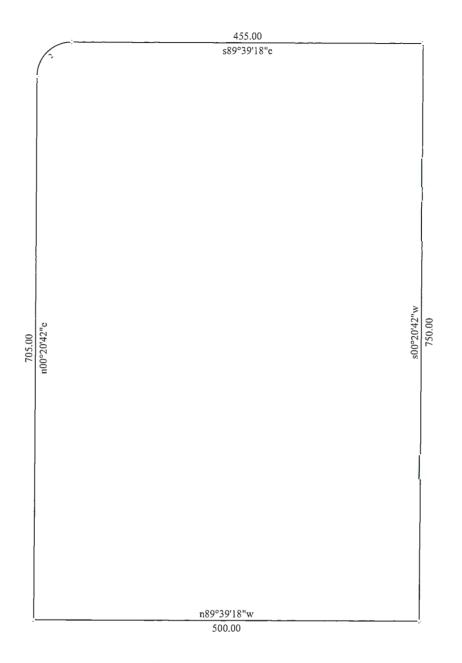




P:\19-151\CAD\SURVEY\EXHIBITS\19-151 REZONE TO R-8.DWG, CRAIG DRAPER, 6/18/2021, DWG TO PDF.PC3, 08.5X11 P [PDF]



Title: REZONE TO R8		Date: 06-18-2021
Scale: 1 inch = 450 feet	File:	
Tract 1: 74.142 Acres: 3229622 S	q Feet: Closure = n76.1724w 0.01 Feet: Precision	1 =1/980710: Perimeter = 7909 Feet
001=n00.2042e 1165.72 002=n00.2042e 1125.00 003=s89.3918e 692.39	004=n00.1835e 347.43 005=s89.4125e 622.50 006=s00.2035w 2640.97	007=n89.3256w 1314.7 <sup>1</sup> 6



Title: EXCEPTION REZO	NE TO R8	Date: 06-18-2021
Scale: 1 inch = 125 feet	File:	
Tract 1: 8.599 Acres: 374565 Sq I	Feet: Closure = n00.0000e 0.00 Feet: Precision >	>1/999999: Perimeter = 2481 Feet
001=n00.2042e 705.00 002: Rt. R=45.00, Delta=90.0000 Bng=n45.2042e, Chd=63.64	003=s89.3918e 455.00 004=s00.2042w 750.00	005=n89.3918w 500.00



June 21, 2021 Project No.: 19-151

Madrone Village Subdivision

## Exhibit A Legal Description for Rezone to R-12

A parcel of land being a portion of Lots 28, 30, 31 and 32 of Rader and Kroeger's Subdivision (Book 5, Page 205, records of Ada County, Idaho) situated in a portion of the West 1/2 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the Center 1/4 corner of said Section 27, which bears S00°20′42″W a distance of 2,637.72 feet from a brass cap marking the North 1/4 corner of said Section 27, thence following the westerly line of said West 1/4 of the Northeast 1/4, N00°20′42″E a distance of 1,165.72 feet;

Thence leaving said westerly line, S89°39′18″E a distance of 184.00 feet to the **POINT OF BEGINNING**.

Thence N00°20'42"E a distance of 705.00 feet;

Thence 70.69 feet along the arc of a curve to the right, said curve having a radius of 45.00 feet, a delta angle of 90°00′00″, a chord bearing of N45°20′42″E and a chord distance of 63.64 feet; Thence S89°39′18″E a distance of 455.00 feet;

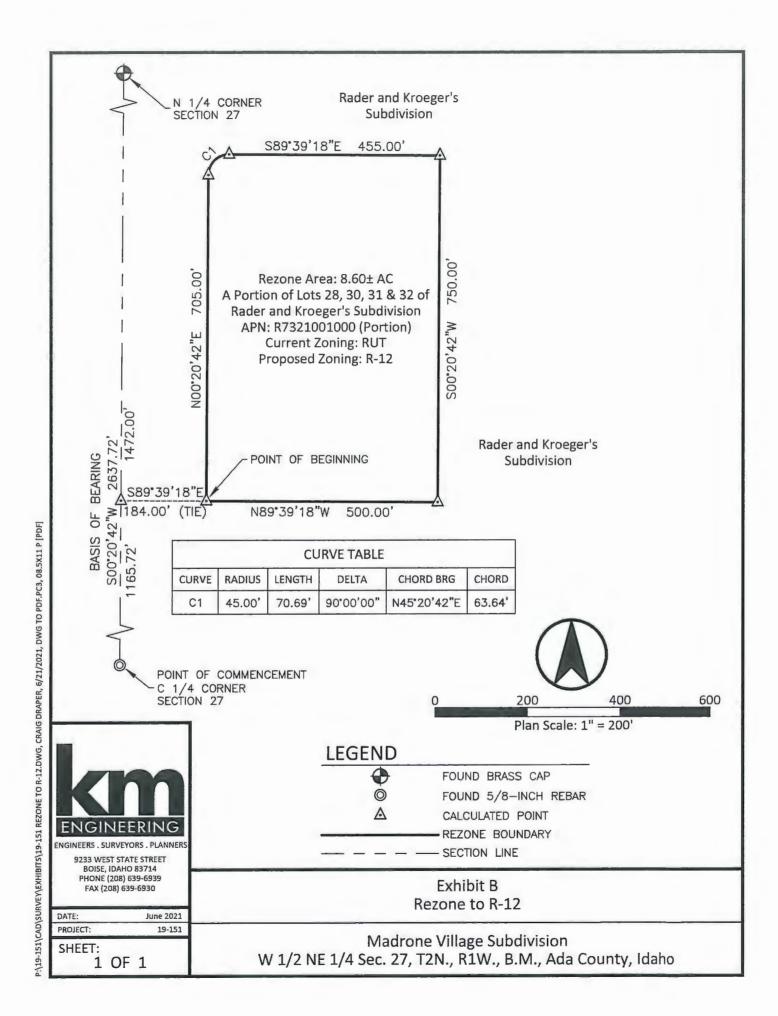
Thence S00°20'42"W a distance of 750.00 feet:

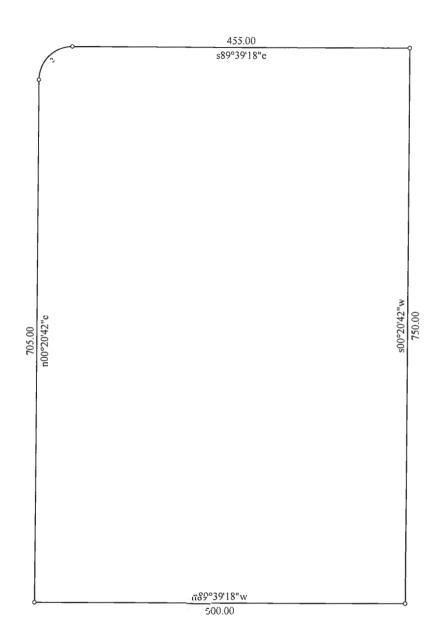
Thence N89°39′18″W a distance of 500.00 feet to the **POINT OF BEGINNING.** 

Said parcel contains a total of 8.60 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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







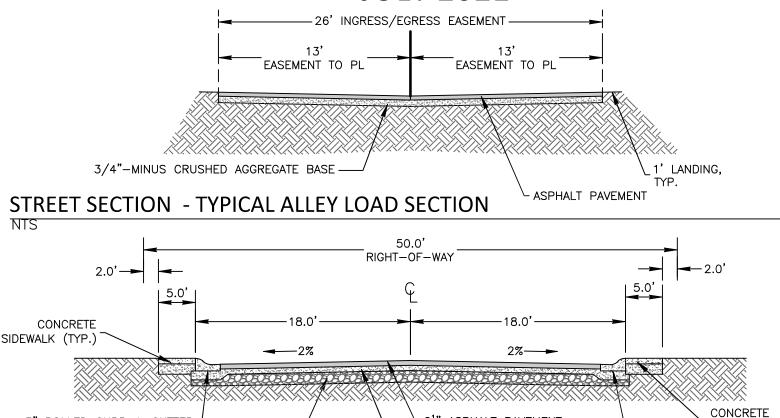
Title: Rezone to R-12 19-1:	51	Date: 06-21-2021
Scale: 1 inch = 130 feet	File:	
Tract 1: 8.599 Acres: 374565 Sq I	Feet: Closure = n00.0000e 0.00 Feet: Precision >	-1/999999: Perimeter = 2481 Feet
001=n00.2042e 705.00 002: Rt, R=45.00, Delta=90.0000 Bng=n45.2042e, Chd=63.64	003=s89.3918e 455.00 004=s00.2042w 750.00	005=n89.3918w 500.00

# MADRONE VILLAGE



## MADRONE VILLAGE SUBDIVISION PRELIMINARY PLAT

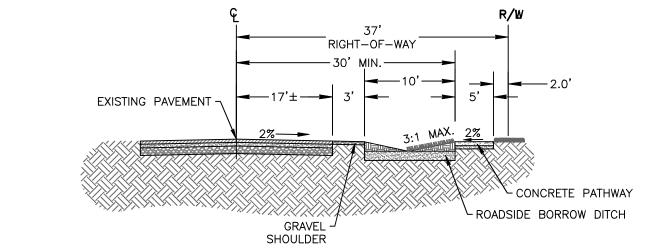
SITUATED IN A PORTION OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO **JULY 2021** 



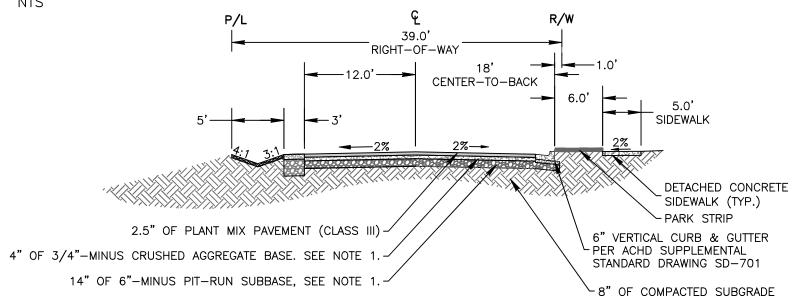
4" OF 3/4"-MINUS

CRUSHED AGGREGATE BASE

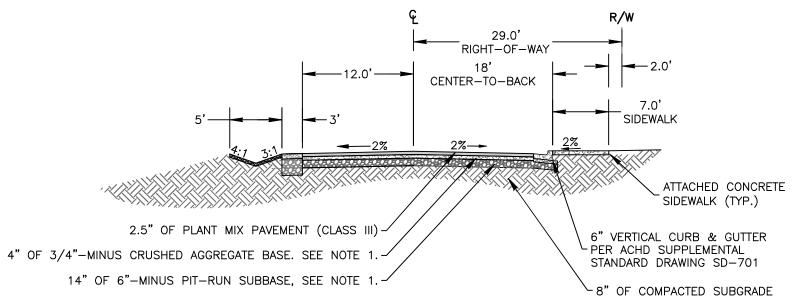
## STREET SECTION - TYPICAL LOCAL ROAD SECTION



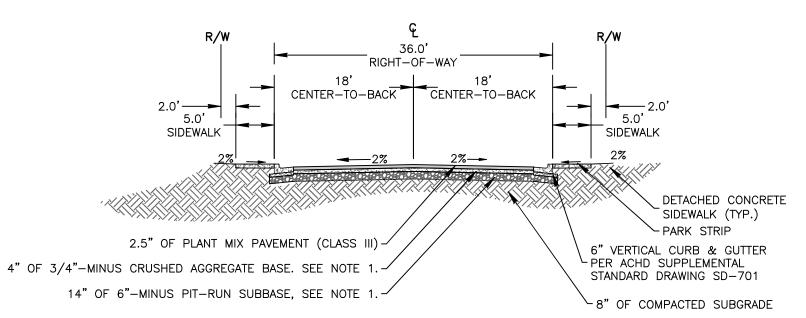
## STREET SECTION - TYPICAL KUNA ROAD SECTION



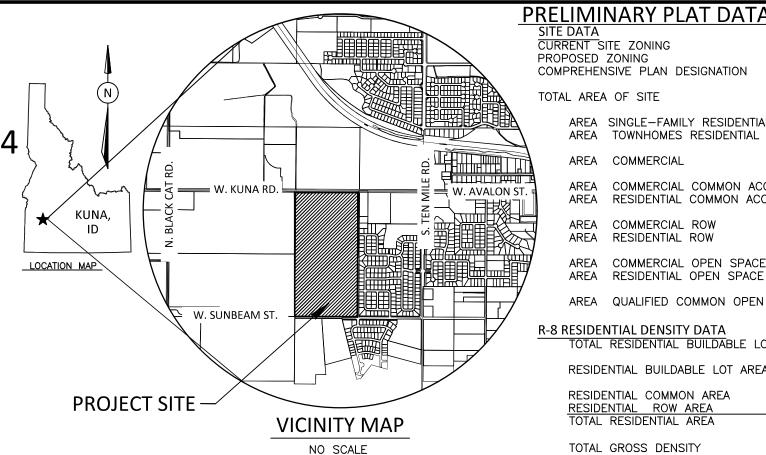
## STREET SECTION - TYPICAL BEADLILY AVE. ROAD SECTION



## STREET SECTION - TYPICAL SUNBEAM ST. ROAD SECTION



STREET SECTION - TYPICAL YANKEE ROCK AVE. ROAD SECTION



HEET INDEX				
HEET NUMBER	SHEET TITLE			
P1.0	COVER SHEET			
P1.1	EXISTING CONDITIONS			
P2.0	PRELIMINARY PLAT LAYOUT			
P2.1	PRELIMINARY PLAT LAYOUT			
P3.0	CONCEPTUAL ENGINEERING			
PL1.0	LANDSCAPE COVER			
PL2.0	LANDSCAPE PLAN			
PL3.0	LANDSCAPE PLAN			

SIDEWALK (TYP.)

3" ROLLED CURB & GUTTER

GEND	
	BOUNDARY LINE
	OFFSITE BOUNDARY LINE
	ROAD CENTERLINE
	SECTION LINE
	EASEMENT LINE
	LOT LINE
	RIGHT-OF-WAY LINE
EG EG	EDGE OF GRAVEL
EP EP	EDGE OF PAVEMENT
R-8	ZONING
1	LOT NUMBER
BLOCK 6	BLOCK NUMBER
<b>�</b>	FOUND BRASS CAP
0	FOUND 5/8-INCH REBAR
	COMMON AREA
<i>{////////////////////////////////////</i>	

### 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.

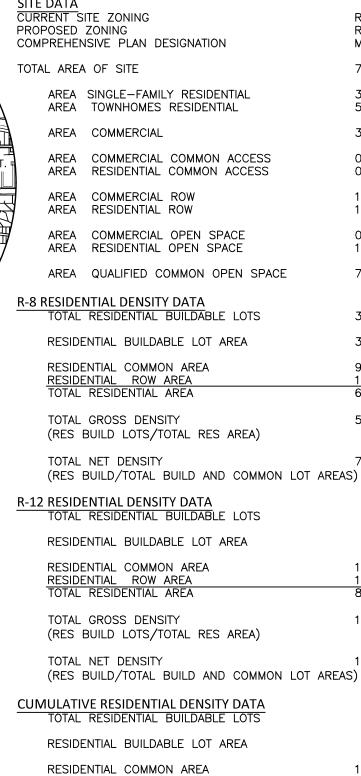
////////////// COMMON DRIVE

ASPHALT

CONCRETE

### **NOTES**

- 1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF KUNA STANDARDS AND SPECIFICATIONS AND THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION).
- 2. ALL EASEMENTS AND BUILDING SETBACKS SHALL CONFORM TO THE CITY OF KUNA ZONING ORDINANCE, OR AS OTHERWISE APPROVED.
- 3. INTERNAL LOT LINES ARE CONCEPTUAL AND MAY CHANGE DURING FINAL PLATTING.
- 4. STREET NAMES AS SHOWN ARE TEMPORARY AND SHALL BE NAMED ACCORDING TO CITY OF KUNA ZONING ORDINANCE PRIOR TO RECORDING OF



R-8,R-12,C-1

77.38 ACRES

37.14 ACRES

5.66 ACRES

3.77 ACRES

0.17 ACRES

0.23 ACRES

1.36 ACRES

17.88 ACRES

0.48 ACRES

10.69 ACRES

7.78 ACRES

336 LOTS

37.1 ACRES

9.37 ACRES

5.33 UNITS/ACRE

7.23 UNITS/ACRE

96 LOTS

1.55 ACRES

5.7 ACRES

11.11 UNITS/ACRE

13.24 UNITS/ACRE

432 LOTS

42.8 ACRES

10.92 ACRES

17.88 ACRES 71.60 ACRES

6.03 UNITS/ACRE

MED. DENSITY RESIDENTIAL

### TOTAL GROSS DENSITY (RES BUILD LOTS/TOTAL RES AREA) TOTAL NET DENSITY

8.04 UNITS/ACRE (RES BUILD/TOTAL BUILD AND COMMON LOT AREAS) OVERALL LOT DATA TOTAL LOTS
TOTAL SINGLE FAMILY LOTS TOTAL TOWNHOMES LOTS TOTAL COMMERCIAL LOTS

### COMMON ACCESS LOTS COMMON SPACE LOT C-1 DIMENSIONAL STANDARDS MAXIMUM BUILDING HEIGHT MINIMUM FRONTAGE FRONT SETBACK (LOCAL) FRONT SETBACK (ARTERIAL OR COLLECTOR) REAR SETBACK INTERIOR SIDE SETBACK STREET SIDE SETBACK

MINIMUM PROVIDED LOT SIZE **R-8 DIMENSIONAL STANDARDS** MAXIMUM BUILDING HEIGHT MINIMUM FRONTAGE\* RECOMMENDED PROVIDED (SINGLE FAMILY) FRONT YARD SETBACK (LOCAL) FRONT SETBACK (ARTERIAL OR COLLECTOR) REAR SETBACK INTERIOR SIDE SETBACK STREET SIDE SETBACK MINIMUM LOT SIZE\* REQUIRED 3.600 SF PROVIDED (SINGLE FAMILY DETACHED) AVERAGE RESIDENTIAL LOT

### 4,812 SF R-12 DIMENSIONAL STANDARDS MAXIMUM BUILDING HEIGHT MINIMUM FRONTAGE\* RECOMMENDED PROVIDED (TOWNHOMES) FRONT YARD SETBACK (LOCAL) FRONT SETBACK (ARTERIAL OR COLLECTOR) REAR SETBACK INTERIOR SIDE SETBACK STREET SIDE SETBACK MINIMUM LOT SIZE\*

\* THE CITY ENCOURAGES CREATIVITY IN THE DESIGN OF ITS SUBDIVISIONS; THE PLANNING AND ZONING DIRECTOR MAY ALLOW THE REDUCTION OF THE STREET FRONTAGE AND MINIMUM LOT SIZE RECOMMENDATION AFTER REVIEWING THE ENTIRE SUBDIVISION PLAT, WHICH SHALL CONSIDER THE OVERALL LAYOUT OF STREETS AND LOTS.

2,328 SF

CITY OF KUNA

UTILITIES WATER: SEWER: POWER:

NATURAL GAS: TELEPHONE: **IRRIGATION:** PRESSURIZED IRRIGATION: FIRE PROTECTION: POLICE PROTECTION: SANITATION: SCHOOL DISTRICT:

PROVIDED (TOWNHOMES)

AVERAGE RESIDENTIAL LOT

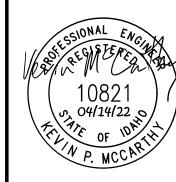
CITY OF KUNA IDAHO POWER INTERMOUNTAIN GAS CO. CENTURY LINK BOISE-KUNA IRR DISTRICT/CITY OF KUNA F CITY OF KUNA (KMID) KUNA RURAL FIRE DISTRICT KUNA POLICE (ADA COUNTY SHERIFF) J&M SANITATION

## MADRONE VILLAGE KUNA, ID **COVER SHEET**

KUNA SCHOOL DISTRICT



OWNER ARROYO INDIO FARM, LLC 6152 W. HALF MOON LANE EAGLE, IDAHO 83616 CONTACT: timothyeck@me.com



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

Digitally signed by Kevin McCarthy, PE Date: 2022.04.14 11:13:39 SHEET NO. -06'00'

P:\19-151\CAD\PLAT\PRELIMINARY\19-151 PRE PLAT EXISTING COND.DWG, KEVIN FROEHLICH, 4/14/2022, AUTOCAD PDF (GENERAL DOCUMENTATION).PC3, 24X36 L [PDF]

MADRONE VILLAGE KUNA, ID PRELIMINARY PLAT LAYOUT



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

APRIL 2022 PROJECT: SHEET NO. PP2.0

KM ENGINEERING, LLP 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE: (208) 639-6939 FAX: (208) 639-6930

CONTACT: KEVIN P. MCCARTHY, P.E.

EMAIL: kevin@kmengllp.com

Plan Scale: 1" = 80'

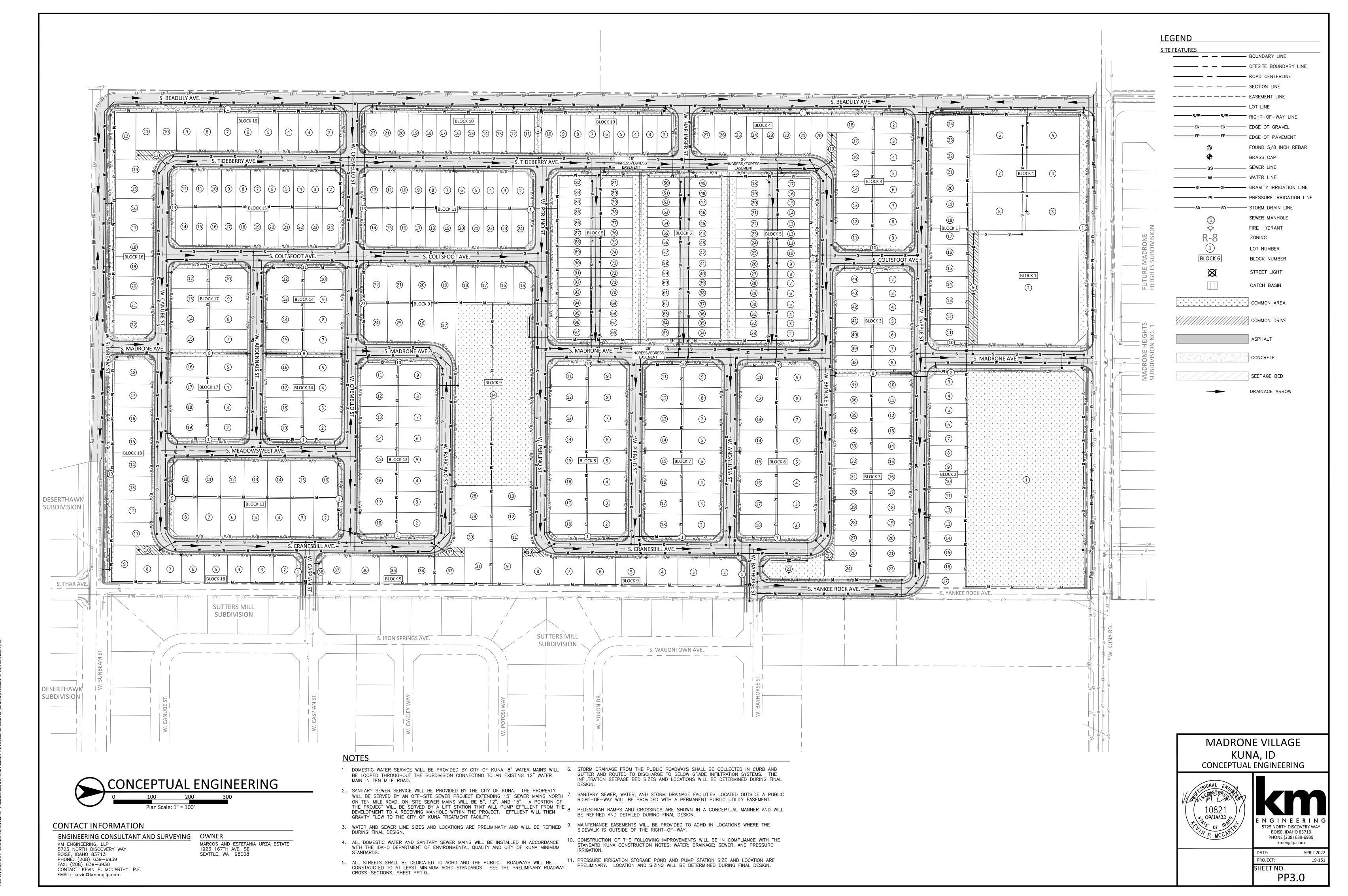
EMAIL: kevin@kmengllp.com

MADRONE VILLAGE
KUNA, ID
PRELIMINARY PLAT LAYOUT

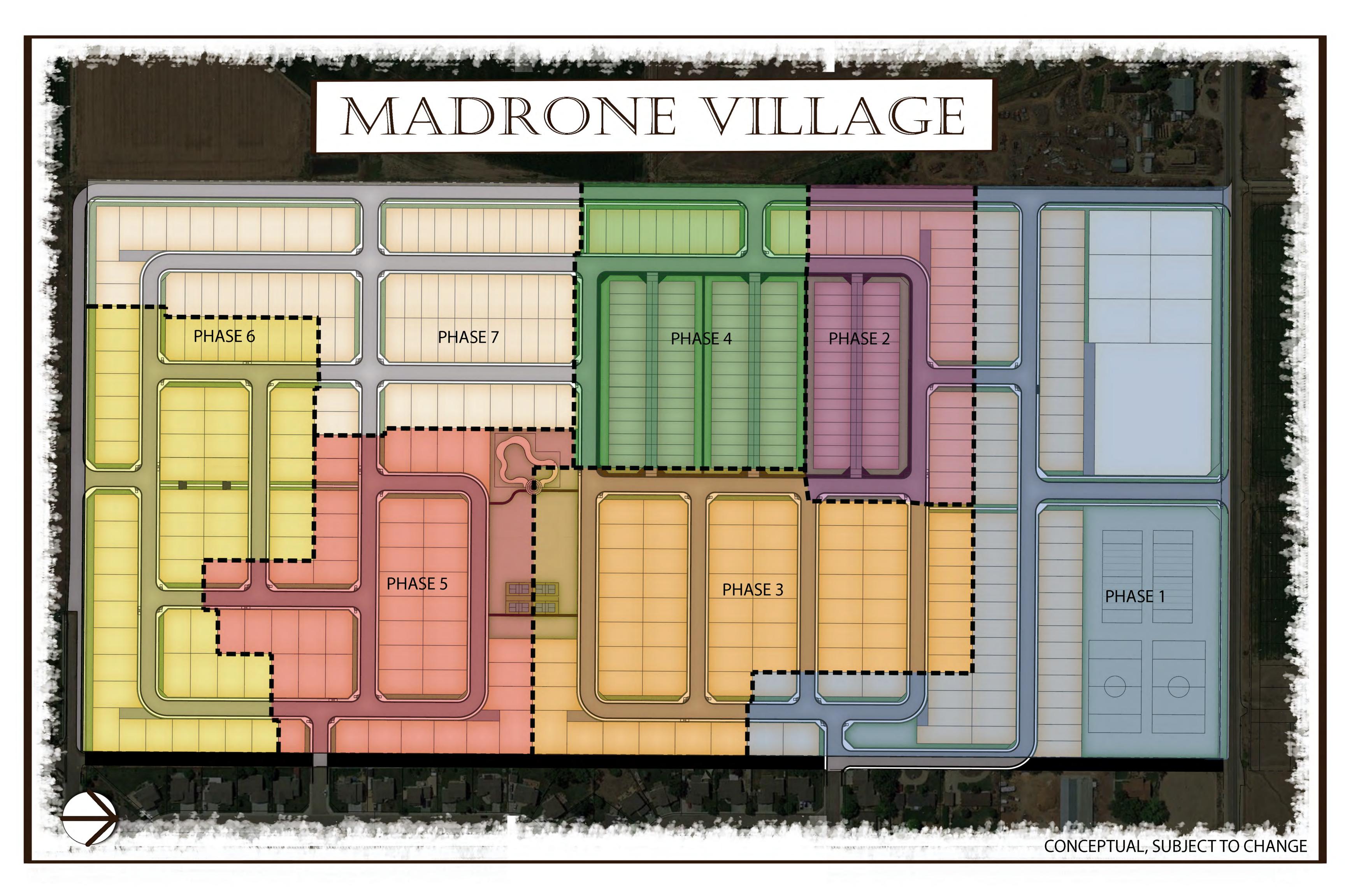


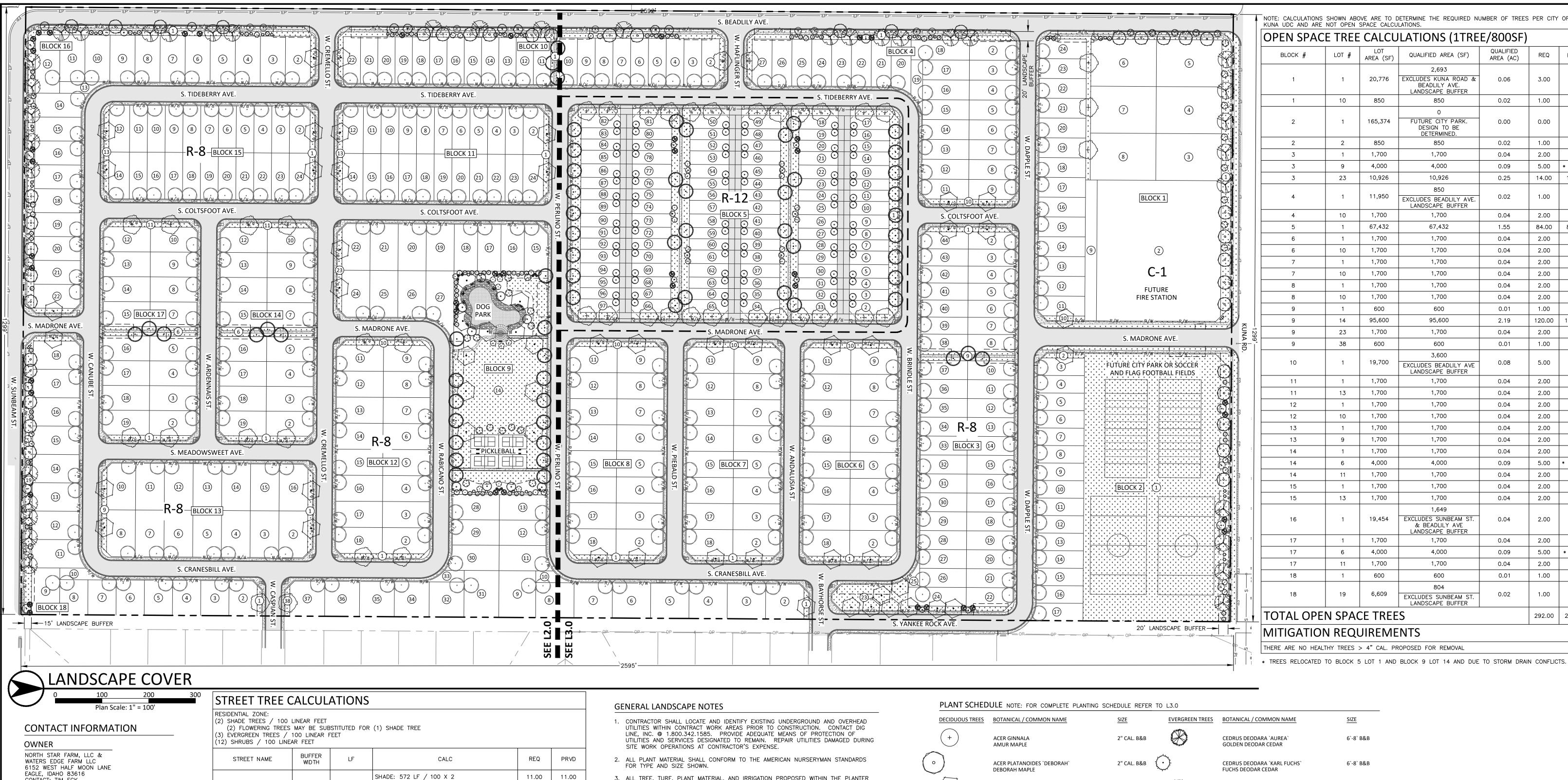
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: APRIL 2022
PROJECT: 19-151
SHEET NO.
PP2.1



D-\10 151\CAD\DIAT\DDE!IAMINAD\\10 151 DDEDIAT ENGINEEDING DIA/G KEVIN EDOEHICH 4/44/2022 AITOCAD DDE (GENEDAI DOCHMAENTATION) DC2 23/251 (D





CONTACT: TIM ECK

LANDSCAPE CONSULTANT KM ENGINEERING, LLP 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE: (208) 639-6939 FAX: (208) 639-6930 CONTACT: ALYSSA YENSEN, PLA EMAIL: ayensen@kmengllp.com

STREET NAME	WIDTH	LF	CALC	REQ	PRVD
			SHADE: 572 LF / 100 X 2	11.00	11.00
KUNA RD.	20"	572	EVERGREEN: 572 LF / 100 X 3	17.00	17.00
			SHRUBS: 572 LF / 100 X 12	69.00	0*
			SHADE: 1265 LF / 100 X 2	25.00	25.00
W. SUNBEAM ST.	15'	1,265	EVERGREEN: 1265 LF / 100 X 3	38.00	38.00
			SHRUBS: 1265 LF / 100 X 12	152.00	0*
			SHADE: 2120 LF / 100 X 2	42.00	42.00
N. BEADLILY AVE.	15'	2,120	EVERGREEN: 2120 LF / 100 X 3	64.00	64.00
			SHRUBS: 2120 LF / 100 X 12	254.00	0*

COMMERCIAL ZONE: (1) SHADE TREES / 35 LINEAR FEET (2) FLOWERING TREES OR EVERGREEN TREES MAY BE SUBSTITUTED FOR (1) SHADE TREE

\*NOTE: TOTAL SHRUBS WILL BE SHOWN ON FINAL PLAT

(5) SHRUBS / 35 LINEAR FEET					
STREET NAME	BUFFER WIDTH	LF	CALC	REQ	PRVD
IZIINA DD	KUNA RD. 20'	620	SHADE: 620 LF / 35	18.00	18.00
KONA ND.			SHRUBS: 620 LF / 35 X 5	89.00	0*
N. BEADLILY AVE. 15	45'	327	SHADE: 327 LF / 35	9.00	10.00
	15		SHRUBS: 327 LF / 35 X 5	47.00	0*
TOTAL STREET SHADE TREES			105.00	106.00	
TOTAL STREET EVERGREEN TREES			119.00	119.00	
TOTAL STREET SHURBS			611.00	611*	

- 3. ALL TREE, TURF, PLANT MATERIAL, AND IRRIGATION PROPOSED WITHIN THE PLANTER STRIP BETWEEN BACK OF CURB AND SIDEWALK SHALL BE INSTALLED BY THE HOME BUILDER IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT.
- 4. ALL TREES PLANTED IN THE PARK STRIP (BY BUILDER) TO BE CENTERED BETWEEN BACK OF CURB AND SIDEWALK AND ARE SUBJECT TO THE ACHD DEVELOPMENT AGREEMENT FOR LANDSCAPING.
- 5. FENCING WITHIN SUBDIVISION, ALONG SIDE AND REAR LOT LINES SHALL BE INSTALLED BY BUILDER/HOMEOWNER IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT AND SHALL COMPLY WITH THE STANDARDS ESTABLISHED IN THE SUBDIVISION'S CC&RS.

## GENERAL IRRIGATION NOTES

- 1. ALL PLANT MATERIALS TO BE WATERED BY THE DEVELOPMENT OR SUBDIVISION PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF COMMON AREAS SHALL BE VIA THE SUBDIVISION'S PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF INDIVIDUAL LOTS AND LANDSCAPING ALONG THE FRONTAGE OF PRIVATE LOTS SHALL BE PRESSURIZED IRRIGATION WATER, AND THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
- 2. COVERAGE; THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING
- 3. MATCHED PRECIPITATION RATES: SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
- 4. IRRIGATION DISTRICTS: SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
- 5. OVERSPRAY: SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING

## ACHD LANDSCAPE NOTES

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

ACER SACCHARUM 'GREEN MOUNTAIN' TM 2" CAL. B&B JUNIPERUS SCOPULORUM 'BLUE ARROW' 6`-8` B&B GREEN MOUNTAIN SUGAR MAPLE BLUE ARROW JUNIPER **CARPINUS BETULUS** 2" CAL. B&B 6`-8` B&B PICEA OMORIKA 'BRUNS' EUROPEAN HORNBEAM **BRUNS SPRUCE** PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' 6`-8` B&B 2" CAL. B&B CERCIS CANADENSIS EASTERN REDBUD MULTI-TRUNK VANDERWOLF'S PYRAMID PINE FRAXINUS AMERICANA `AUTUMN PURPLE` 2" CAL. B&B OTHER TREES BOTANICAL / COMMON NAME SIZE AUTUMN PURPLE ASH INDIVIDUAL SINGLE FAMILY LOT TREE 2" CAL. B&B LIQUIDAMBAR STYRACIFLUA 'MORAINE' 2" CAL. SCHEMATIC LOCATION MORAINE SWEET GUM PER THE CITY OF KUNA CODE INSTALL ONE

BE INSTALLED BY THE INDIVIDUAL HOME MALUS X 'PRAIRIFIRE' 2" CAL. B&B BUILDER IN CONJUCTION WITH THE PRAIRIFIRE CRAB APPLE INDIVIDUAL LOT DEVELOPMENT. THESE TREES ARE NOT THE RESPONSIBILITY OF THE PYRUS CALLERYANA 'CAPITAL' 2" CAL. B&B INDIVIDUAL TOWNHOME LOT COLUMNAR TREE 2" CAL. B&B CAPITAL CALLERY PEAR SCHEMATIC LOCATION QUERCUS ROBUR X ALBA 'CRIMSCHMIDT' TM

CRIMSON SPIRE OAK

PER THE CITY OF KUNA CODE INSTALL ONE COLUMNAR TREE PER LOT. INDIVIDUAL LOT TREES SHALL BE INSTALLED BY THE INDIVIDUAL HOME BUILDER IN CONJUCTION WITH THE INDIVIDUAL LOT DEVELOPMENT. THESE TREES ARE NOT THE RESPONSIBILITY OF THE

TURF SOD RHIZOMATOUS

RHIZOMATOUS TALL FESCUE

TREE PER LOT. INDIVIDUAL LOT TREES SHALL

DEVELOPER. BOTANICAL / COMMON NAME CONT

SOD

MADRONE VILLAGE KUNA, ID LANDSCAPE COVER

QUALIFIED

AREA (AC)

0.06

0.02

0.00

0.02

0.04

0.09

0.25

0.02

0.04

1.55

0.04

0.04

0.04

0.04

0.04

0.04

0.01

2.19

0.04

0.01

0.04

0.04

0.04

0.04

0.04

0.04

0.04

0.09

0.04

0.04

0.04

0.04

0.09

0.01

0.02

REQ

3.00

1.00

0.00

2.00

5.00

14.00

2.00

84.00

2.00

2.00

2.00

2.00

2.00

2.00

1.00

120.00

2.00

1.00

5.00

2.00

2.00

2.00

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2.00

2.00

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1.00

1.00

292.00 | 293.00

2.00

1.00

1.00

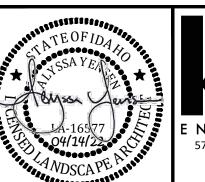
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88.00

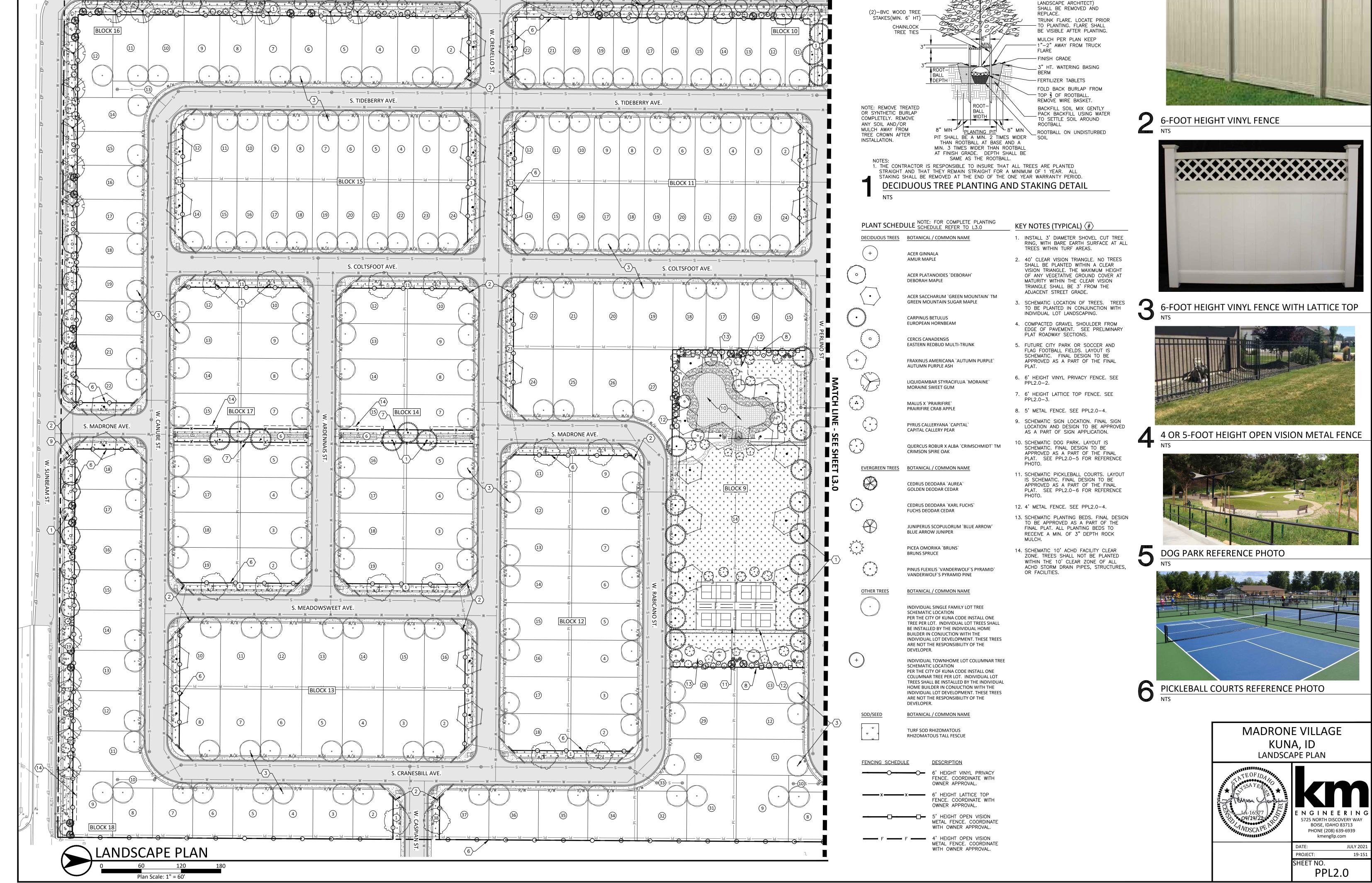
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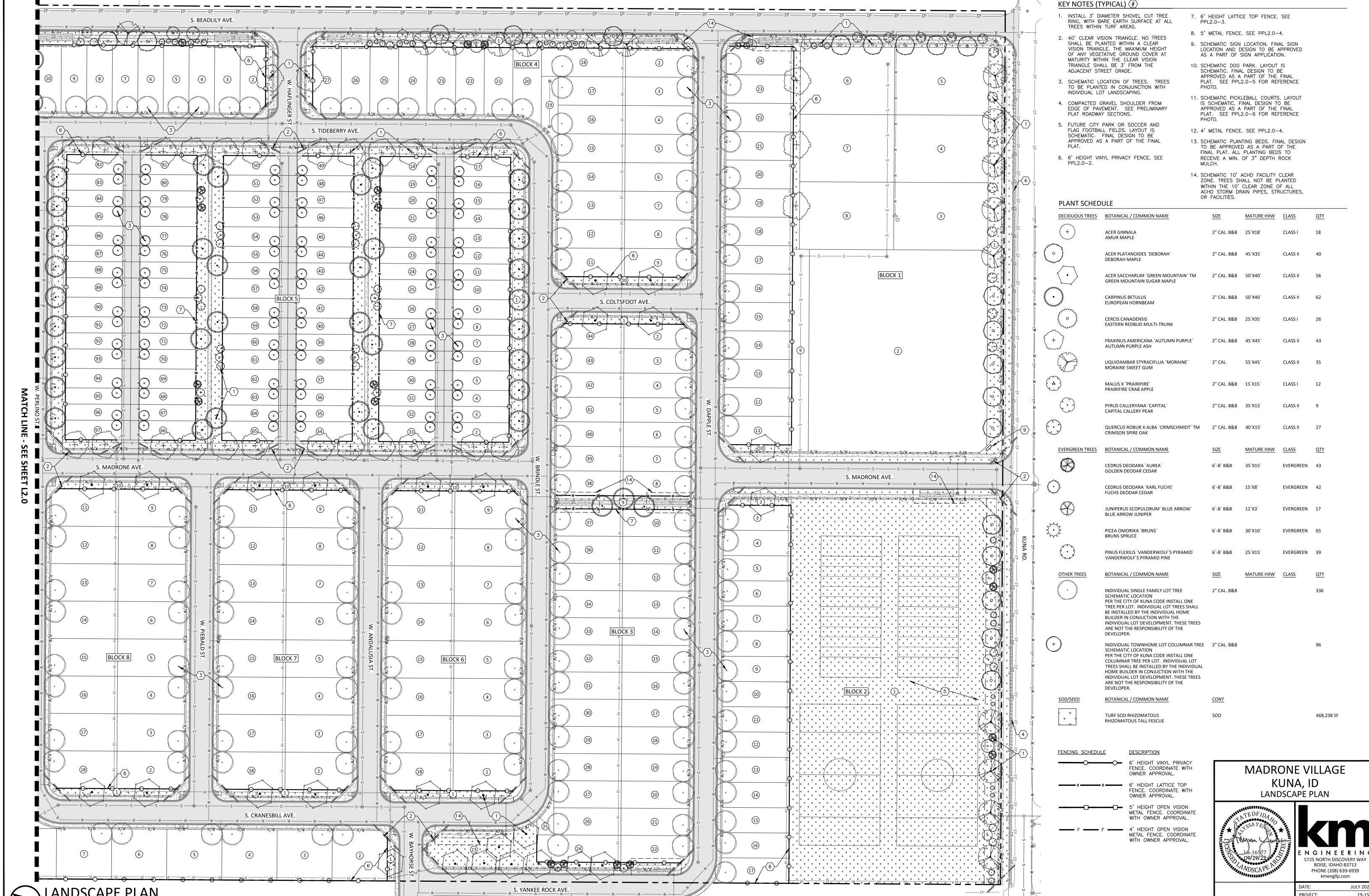
JULY 2021 PROJECT: SHEET NO.



S. BEADLILY AVE.

BRANCHES AND PRUNE TO INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS

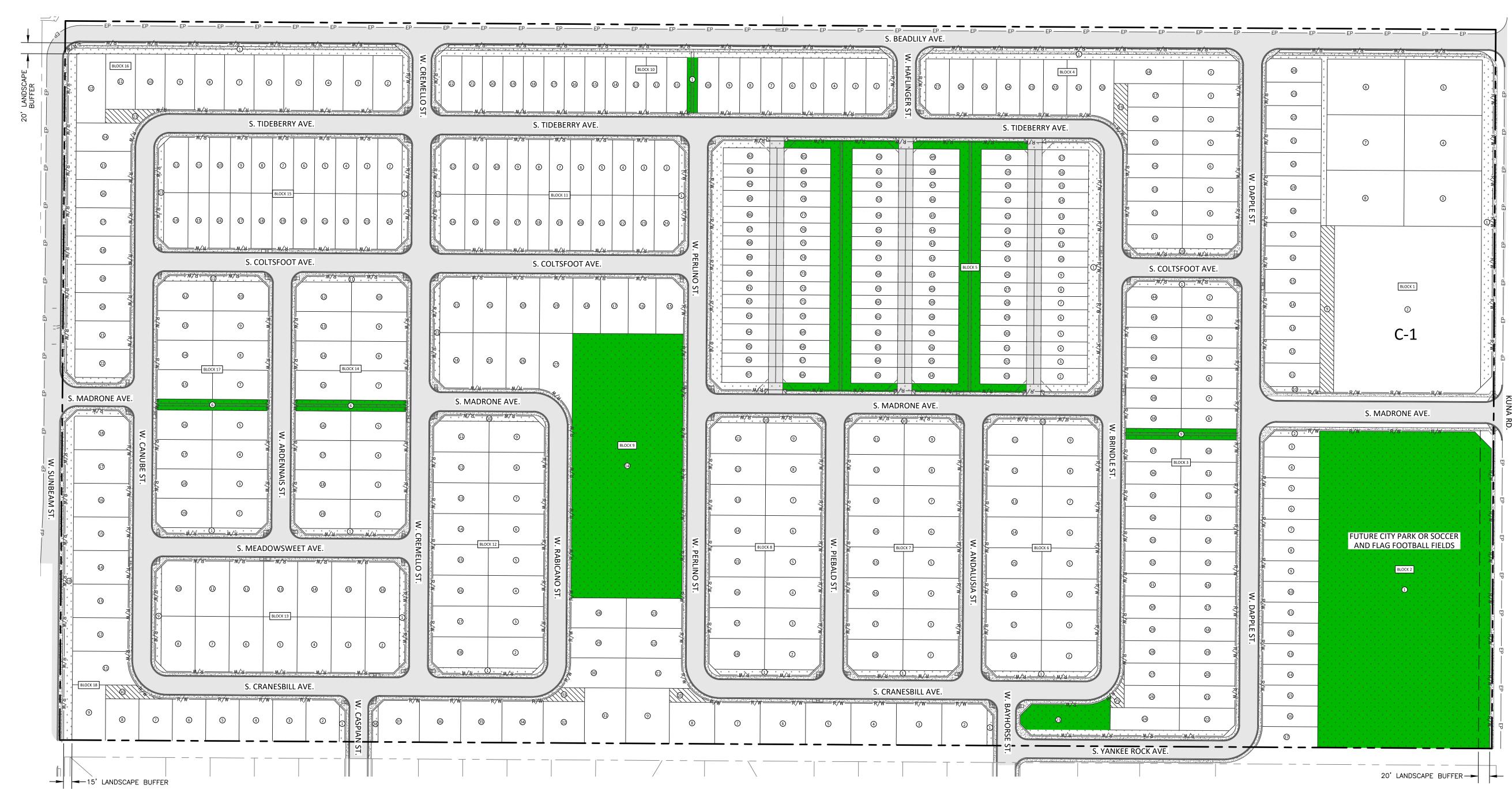
- IMPROPERLY PRUNED TREES (AS DETERMINED BY THE



P-\19-151\CAD\\ANDSCAPE\ENTITI EMENTS\19-151 PP I ANDSCAPE PI AN DWG. KAYI FE CANDRIAN 4/13/2022 DWG.TO PDE PC3 24X36 I IPD

Plan Scale: 1" = 60'

PROJECT: 19-151
SHEET NO.
PPL3.0



DLOOK "	LOT #	LOT AREA	QUALIFIED OPEN	QUALIFIED OPE SPACE AREA
BLOCK #	LOI #	(SF)	SPACE AREA (SF)	(AC)
1	1	20,766	0	0.00
1	10	850	0	0.00
2	1	177,269	177,269	4.07
2	2	850	0	0.00
3	1	1,700	0	0.00
3	9	4,000	4,000	0.09
3	23	10,926	7,370	0.17
4	1	11,796	0	0.00
4	10	1,700	0	0.00
5	1	67,432	45,386	1.04
6	1	1,700	0	0.00
6	10	1,700	0	0.00
7	1	1,700	0	0.00
7	10	1,700	0	0.00
8	1	1,700	0	0.00
8	10	1,700 0		0.00
9	1	600	0	0.00
9	14	95,600	95,600	2.19
9	23	1,700	0	0.00
9	38	600	0	0.00
10	1	19,544	1,900	0.04
11	1	1,700	0	0.00
11	13	1,700	0	0.00
12	1	1,700	0	0.00
12	10	1,700	0	0.00
13	1	1,700	0	0.00
13	9	1,700	0	0.00
14	1	1,700	0	0.00
14	6	4,000	4,000	0.09
14	11	1,700	0	0.00
15	1	1,700	0	0.00
15	13	1,700	0	0.00
16	1	22,222	0	0.00
17	1	1,700	0	0.00
17	6	4,000	4,000	0.09
17	11	1,700	0	0.00
18	1	600	0	0.00
18	19	9,728	0	0.00
	TOTAL		339,525	7.79



PRELIMINARY PLAT DATA

Plan Scale: 1" = 100'

SITE DATA
TOTAL SITE AREA
TOTAL COMMERCIAL AREA
TOTAL RESIDENTIAL AREA

REQUIRED OPEN SPACE PER CITY CODE 5-7-11

QUALIFIED OPEN SPACE CALCULATIONS
TOTAL SITE OPEN SPACE
PERCENTAGE OF TOTAL QUALIFIED OPEN SPACE
TOTAL RESIDENTIAL OPEN SPACE
PERCENTAGE OF RESIDENTIAL QUALIFIED OPEN SPACE
10.9%

LEGEND

COMMON LOT (QUALIFIED OPEN SPACE)

MADRONE VILLAGE
KUNA, ID
OPEN SPACE EXHIBIT



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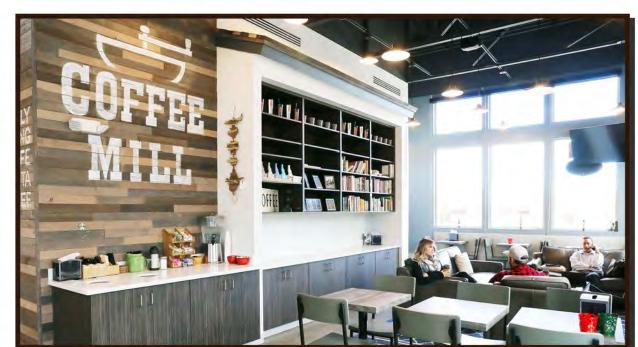
DATE: APRIL 2022
PROJECT: 19-151

SHEET NO.
PPLE 1.0

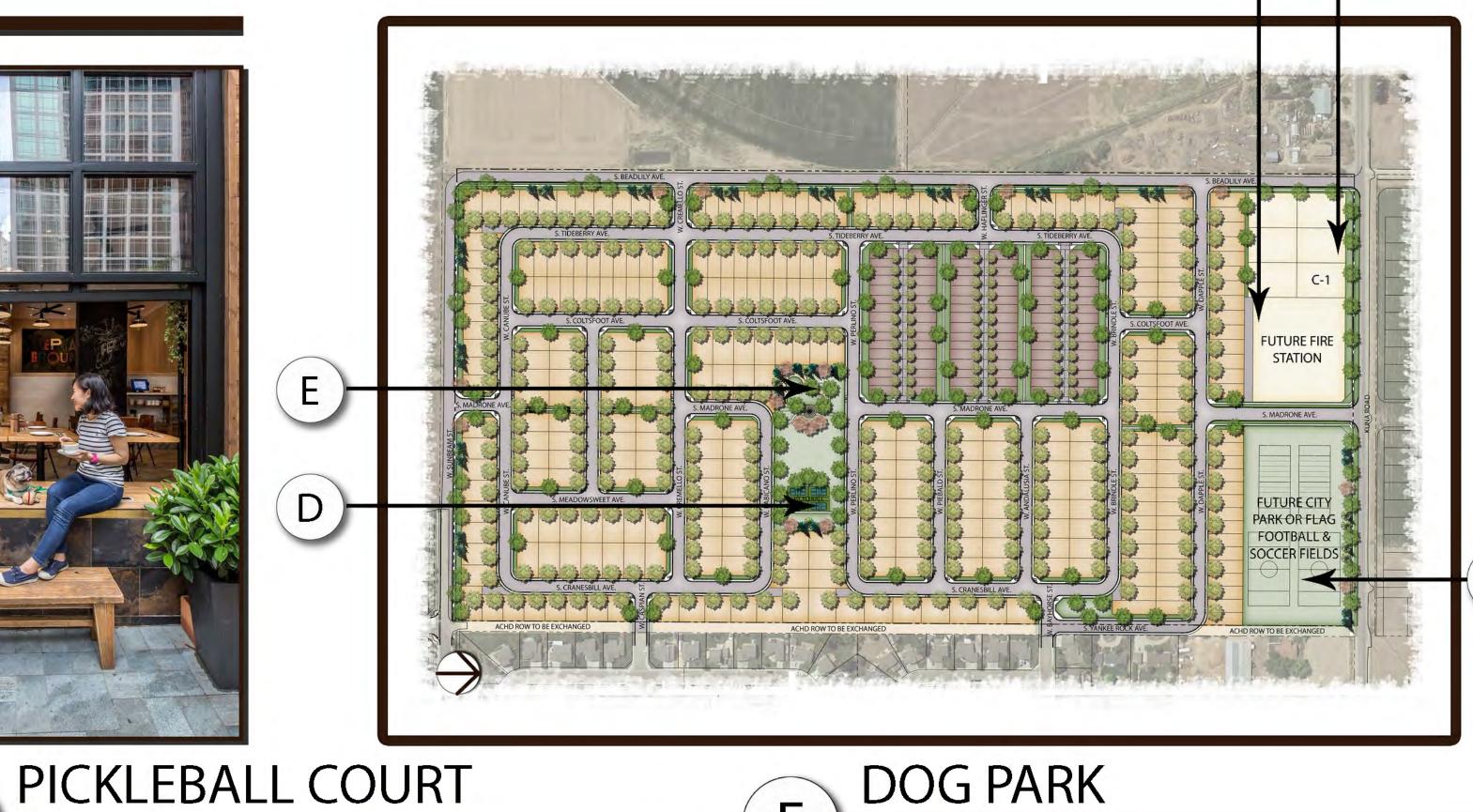
COMMERCIAL











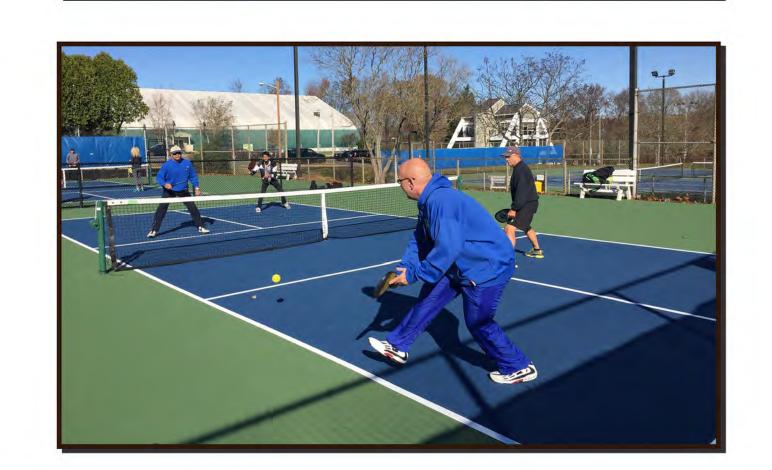
FIRE STATION

CITY PARK

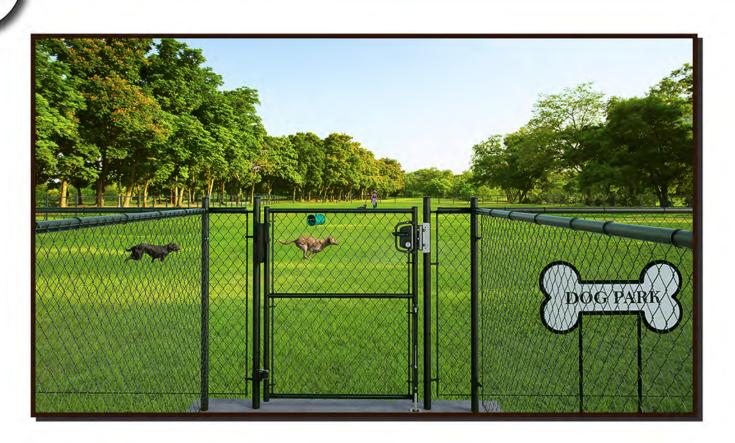


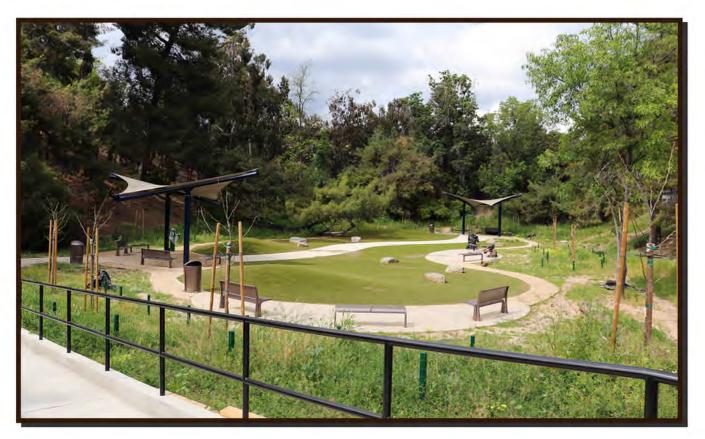


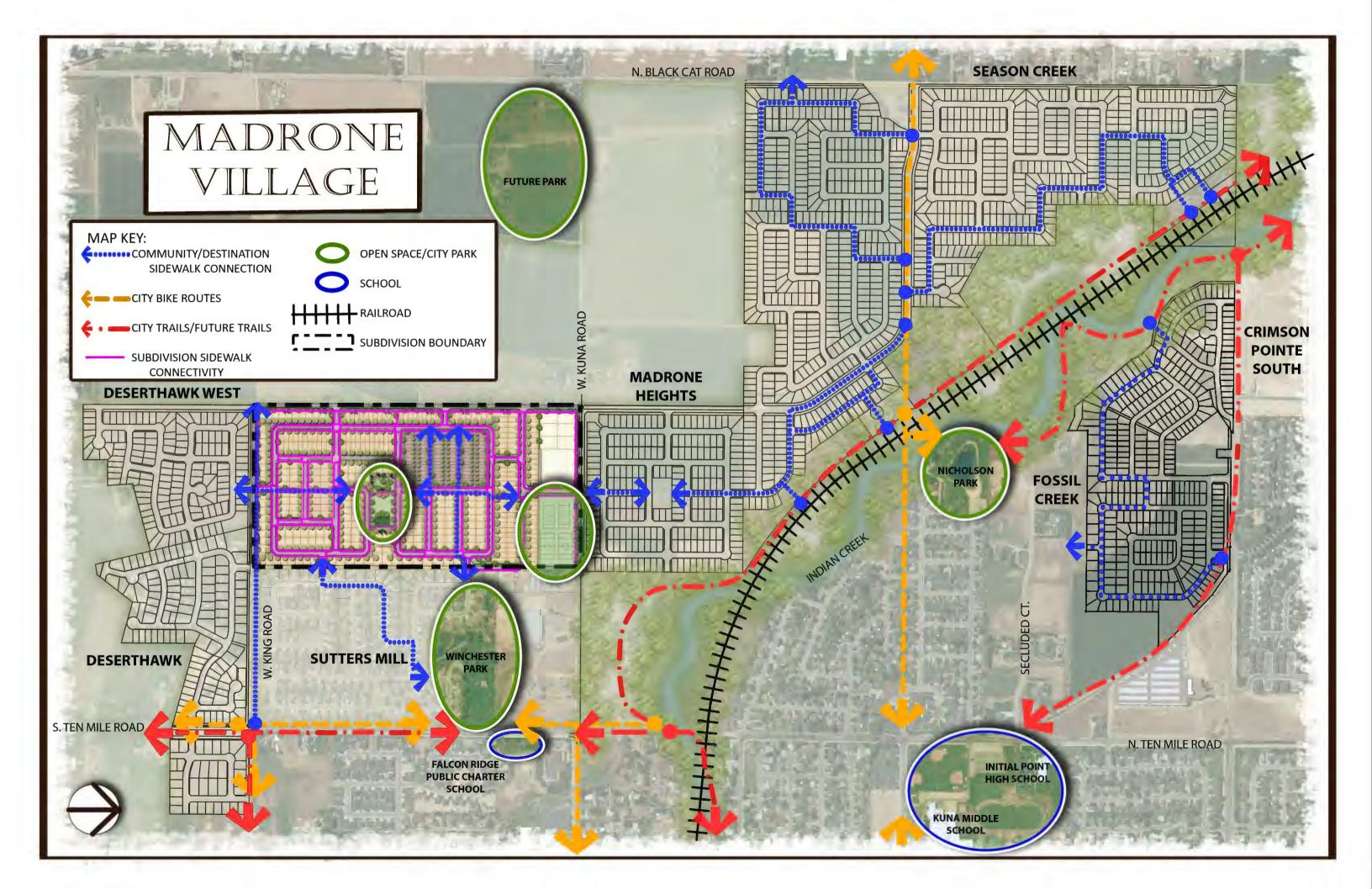


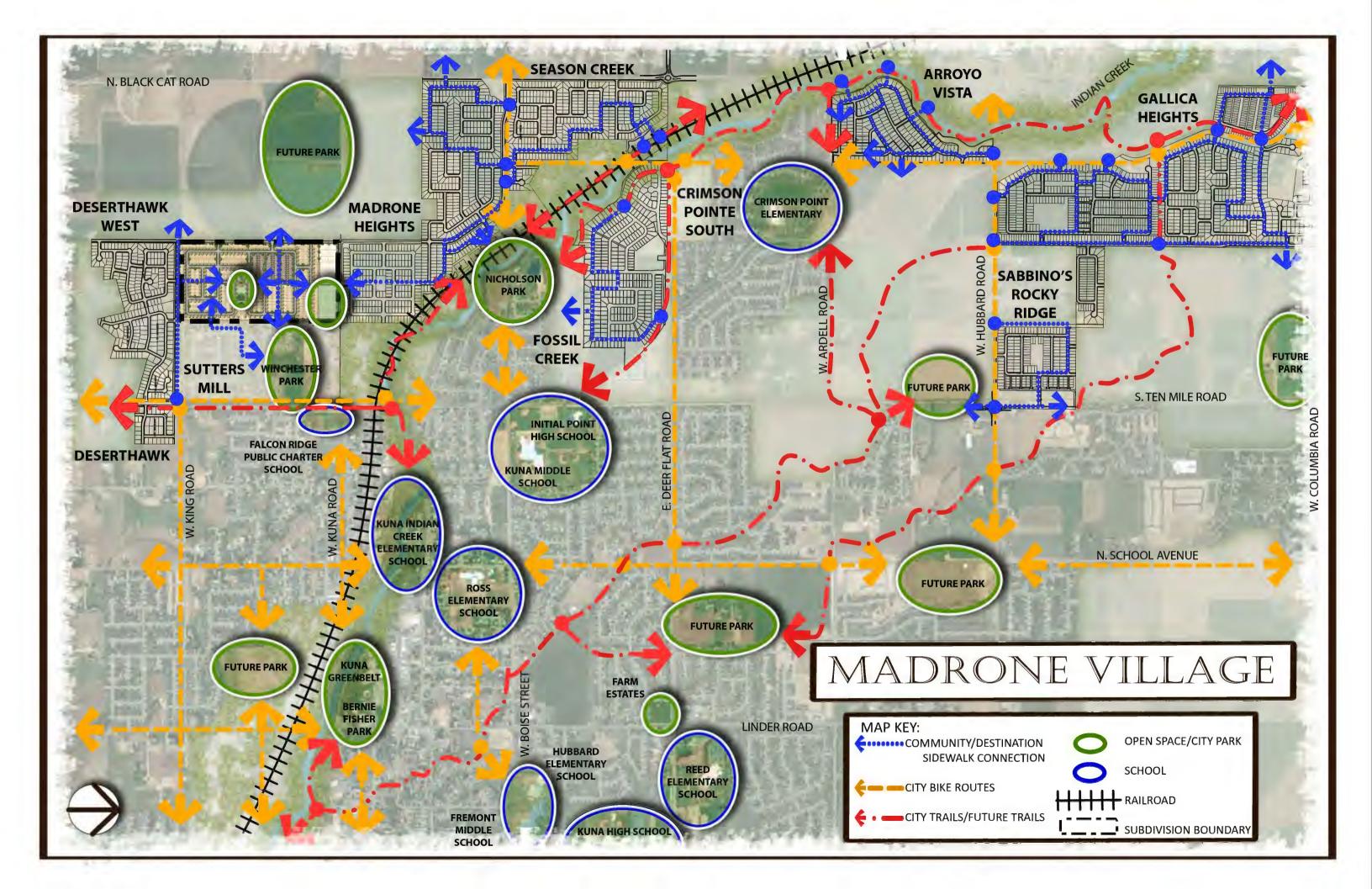


DOG PARK

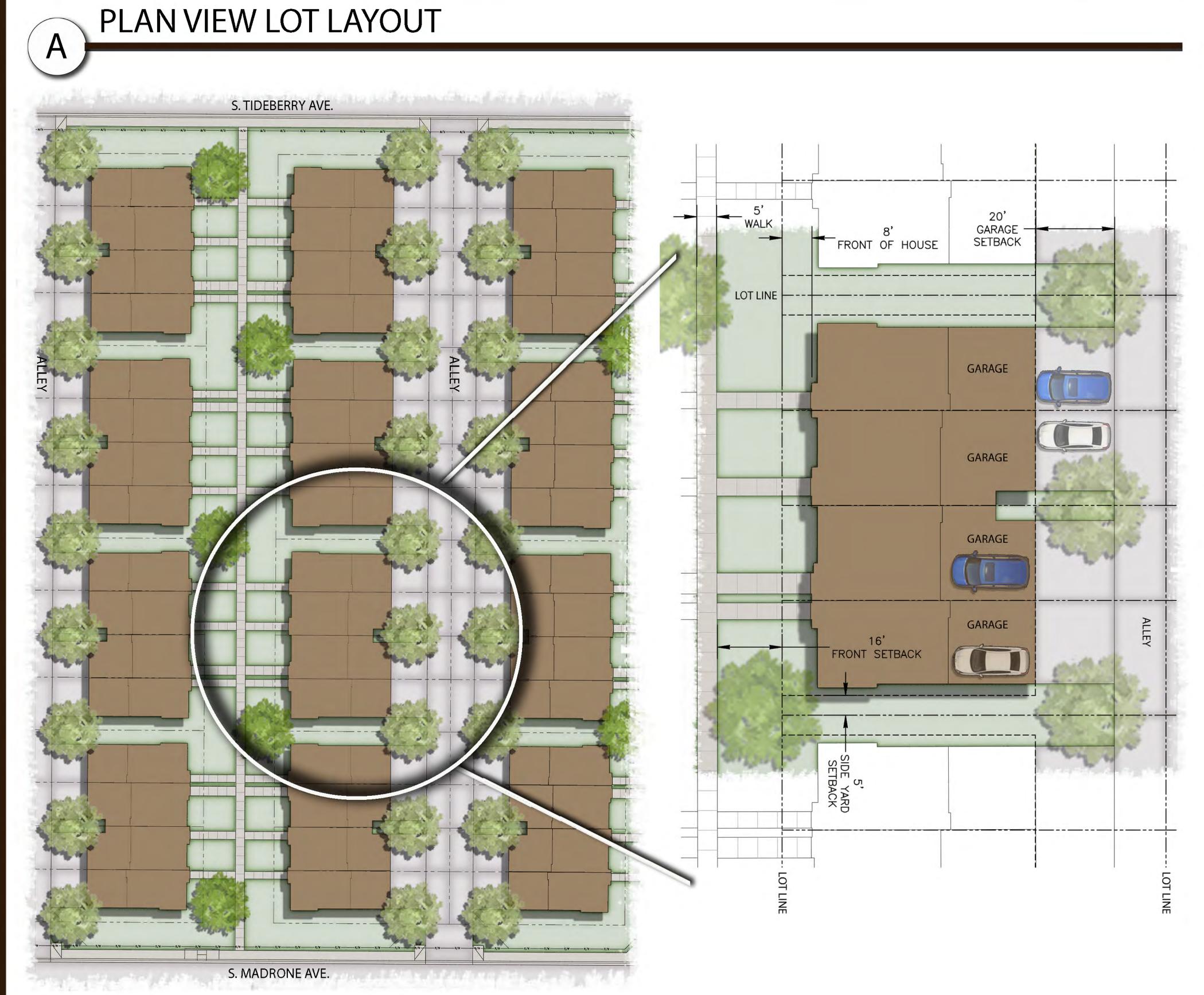








# MADRONE VILLAGE











## MADRONE VILLAGE TOWNHOMES FARMHOUSE





BOARD & BATTEN, TRIM AND ALL ADJACENT VERTICAL TRIM

> SW7005 Pure White



**8" LAP SIDING** AND ALL ADJACENT VERTICAL TRIM

> SW7648 Big Chill



FASCIA, SOFFIT, CORBELS

SW7069 Iron Ore



**DOORS** 

SW7652 Mineral Deposit



## MADRONE VILLAGE TOWNHOMES **MODERN**





6" LAP SIDING, TRIM AND ALL ADJACENT VERTICAL TRIM

SW0055 Light French Gray



STUCCO AND ALL ADJACENT VERTICAL TRIM

> SW7646 First Star



FASCIA, SOFFIT, 10" LAP SIDING AND ALL ADJACENT VERTICAL TRIM

> SW7069 Iron Ore



**DOORS** 

SW2848 Roycroft Pewter

#### HOMES "LOW E", ARGON WINDOWS LEGEND WALL PANEL BRACED WALL LINE REQUIRED 11.9' PROVIDED 16.0' BRACED WALL LINE REQUIRED 22.6' PROVIDED 48.0' BRACED WALL LINE REQUIRED 11.9' PROVIDED 16.0' BRACED WALL LINE REQUIRED 22.6' PROVIDED 47.0' BRACED WALL LINE REQUIRED 22.6' PROVIDED 48.0' Lot-Block Subdivision 7/16" APA RATED SHEATHING 8d NAILS 6" OC @ PANEL EDGES 12" OC AT FIELD 0" OT AT FIELD 3" OC @ PANEL EDGES 6" OC AT FIELD SEE DETAIL 20'-9" 20'-9" BRACED WALL LINE REQUIRED 4.7' PROVIDED 16.7' (2)11-7/8" LVL HDR (2)11-7/8" LVL HDR 16 ° 7 ° OH DOOR GARAGE FLOOR SLOPE TOWARD GARAGE DOOR 2 CAR GARAGE CONC 8'CLG CBH 1440 3 BED A/C P.E. GIRDER TRUSS P.E. GIRDER TRUSS EXPANSION EXPANSION JOINTS FIRE WALL FIRE WALL EXPANSION 5/8" TYPE X GWB WALLS & CEILING ||'-4" : : :24" HVAC : : : : : :CHANNEL : ABOVE : : 18'-2/2" 18'-2/2" BRACED WALL LINE REQUIRED 23.9' PROVIDED 27.0' WOOD TOE KICKS TO MATCH CABINETS SHELVES SHELVES 4'-|'' DINING ROOM EVP 8'CLG DINING ROOM EVP 8'CLG DINING ROOM EVP 8'CLG DINING ROOM EVP 8'CLG E. 18'' FLOOR 1RUSSES @ 19.**2**'' E. 18'' FL*OO*R 1RUSSES @ 19.**2**' SCALE: 1/4"=1'-0" WALL W/ CAP PARALLEL W/ ANGLE OF STAIRS 18" FLOOR 1RUSSES @ 24" ( 1.E. 18'' FL*OO*R 1RUSSES @ 24'' 0/ WOOD TOE KICKS TO MATCH CABINETS ENTRY EVP 8'CL( LIVING ROOM EVP 8'CLG FIGURE R602.10.6.2 METHOD PFH - PORTAL FRAME WITH HOLD-DOWNS ENT OF HEADER WITH DOUBLE PORTAL FRAMES (TWO BRACED WALL PANELS) ::=:=:=: TENSION STRAP PER TABLE R602.10.6.4 (ON OPPOSITE SIDE OF SHEATHING) FRAME (ONE BRACED WALL PANEL) 2' - 18' FINISHED WIDTH OF OPENING HEADER WITH 6 16D BRACED WALL LINE REQUIRED 13.6' PROVIDED 32,0' CER IS USED, PLACE ON BACK-SIDE OF HEADER WITHIN THE MIDDLE 24" OF THE PORTAL-LEG HEIGHT, ONE ROW ( FASTEN TOP PLATE TO HEADER WITH TWO ROWS OF 160 SINKER NAILS AT 3" O.C. TYP. (2)3<sup>6</sup>15<sup>0</sup>5HW/18"1VENTS $(2)3^{6}15^{0}$ SH W/18"1VENTS 6 0 5 0 SLIW/ GRIDS 6 ° 5 ° SLIW/ GRIDS 3" O.C. NAILING IS REQUIRED IN EACH PANEL EDGE. ADER TO JACK-STUD STRAP PER TABLE R602.10.6.4 OI W/ GRIDS W/ GRIDS *:* == :=-:--: =|: MIN. DOUBLE 2X4 FRAMING COVERED WITH MIN. 3" THICK FURR DOWN 6 WWODD STRUCTURAL PANEL SHEATHING WITH BD COMMON OR GALVANIZED BOX NAILS AT 5" O.C. IN ALL FRAMING (STUDS, BLOCKING, AND SILLS) TYP. TYPICAL PORTAL FRAME MIN. 🐉 WOOD STRUCTURAL PANEL 4'-6" MIN. LENGTH OF PANEL PER TABLE R602.10.5 DESIGN CRITERIA: CDDES W/ | IRC 2018, IECC 2018, 1-6/411 3'-10/2" 8'-7/2" 8'-1/2" 8'-7//3'' 6'-7/4" 8'-1/2" 4'-|'' 6'-7/4" 3'-10/2" 6'-6/4 IMC 2018, ISPC 2017, NEC 2017 AMENDMENTS 17'-0" 4'-9" 6'-9" 6'-9" 17'-0" IN. FOOTING SIZE UNDER OPENING IS 12" X 12". A TURNED-DOWN SLAB SHALL BE PERMITTED AT DOOR OPENINGS. PORTIO 20'-9" X 9'-6" POR110 21'-0" X 9'-6" FROST DEPTH: 2'-0" PORTIO 19'-5" X 9'-6" PORTIO 19'-5" X 9'-6' SECTION R403.1.6 - WITH 2" X 2" X $\frac{2}{16}$ " PLATE WASHER SEISMIC ZONE FRONT ELEVATION SECTION 92'-0" CLIMATE ZONE: 5 PLAN NOTES: DESIGN WIND 115 MPH BOTTOM OF HEADER AT 6'-11 ½'' SPEED: UNLESS NOTED OTHERWISE (U.N.O) SDIL BEARING 1500 PSF • (2) 2X8 HDRS U.N.O.

• ALL HEADERS ON EDGE

(2) KING POSTS

ALL HEADERS ARE #2 DOUG, FIR

• INSULATE ALL FRAMED CORNERS

AND HEADER PER IECC TABLE

R402,4,1,1, MIN R-VALUE; R-3/INCH

HEADERS LONGER THAN 10' REQUIRE

SCALE: 1/4"=1'-0"

700 SQ FT FINISHED MAIN LEVEL

740 SQ FT FINISHED UPPER LEVEL

1440 SQ FT FINISHED TOTAL

460 SQ FT GARAGE

17 SQ FT COVERED PORCH

SCALE: 1/4"=1'-0"

718 SQ FT FINISHED MAIN LEVEL

865 SQ FT FINISHED UPPER LEVEL

1583 SQ FT FINISHED TOTAL

527 SQ FT GARAGE

25 SQ FT COVERED PORCH

CAPACITY:

ROOF LOADS

FLOOR LOADS:

25 PSF LIVE (snow)

17 PSF DEAD

40 PSF LIVE

17 PSF DEAD

SCALE: 1/4"=1'-0"

700 SQ FT FINISHED MAIN LEVEL

740 SQ FT FINISHED UPPER LEVEL

1440 SQ FT FINISHED TOTAL

460 SQ FT GARAGE

17 SQ FT COVERED PORCH

SCALE: 1/4"=1'-0"

718 SQ FT FINISHED MAIN LEVEL

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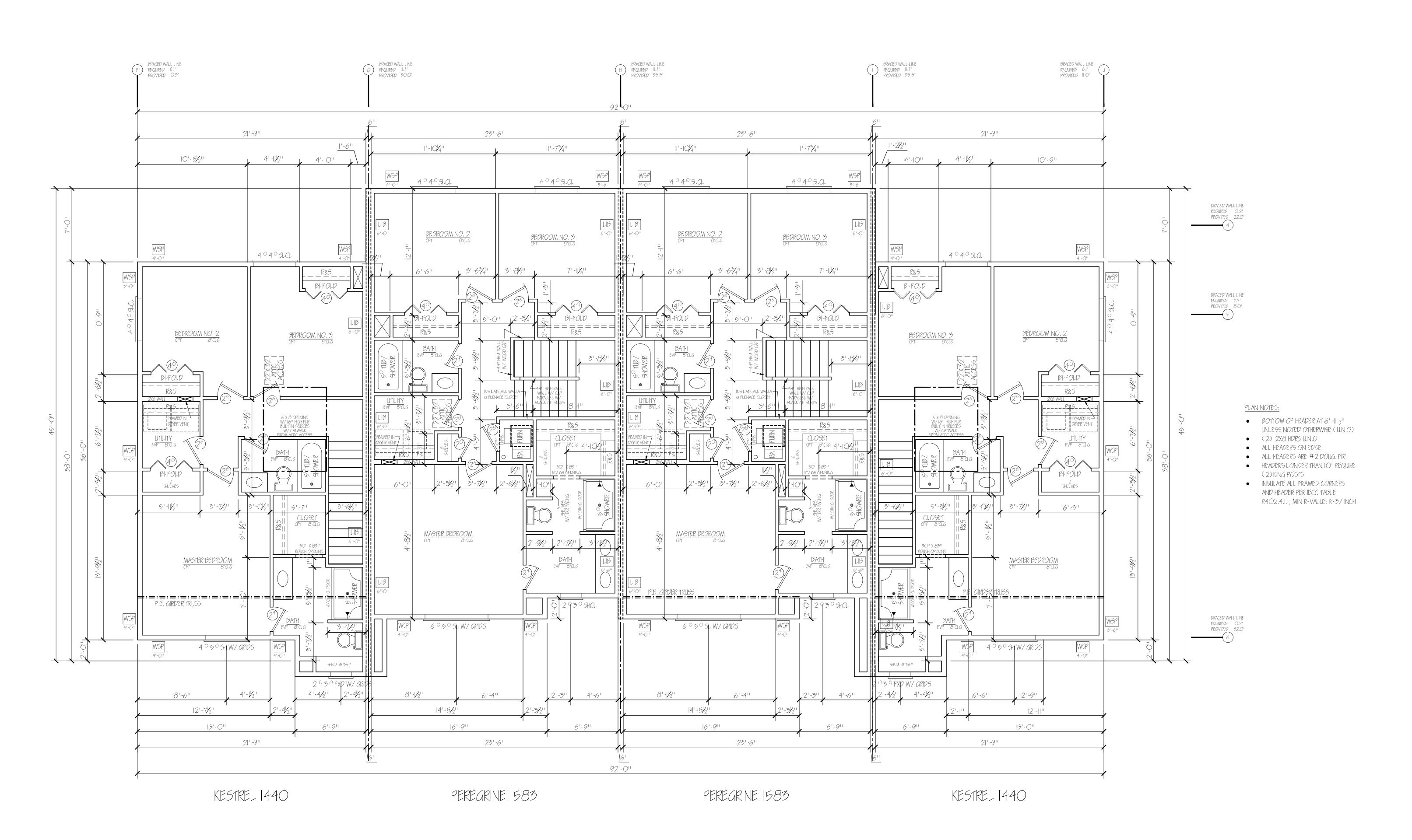
1583 SQ FT FINISHED TOTAL

527 SQ FT GARAGE

25 SQ FT COVERED PORCH



Lot-Block Subdivision





#### MAP LEGEND

#### Area of Interest (AOI)

Area of Interest (AOI)

#### Soils

Soil Map Unit Polygons



Soil Map Unit Lines



Soil Map Unit Points

#### **Special Point Features**

Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



**Gravelly Spot** 



Landfill



Lava Flow Marsh or swamp





Mine or Quarry Miscellaneous Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Stony Spot

Spoil Area



Very Stony Spot



Wet Spot Other



Special Line Features

#### Water Features



Streams and Canals

#### **Transportation**



Rails



Interstate Highways



**US Routes** 



Major Roads



Local Roads

#### **Background**



Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ada County, Idaho Survey Area Data: Version 8, Jun 3, 2020

Soil map units are labeled (as space allows) for map scales 1:50.000 or larger.

Date(s) aerial images were photographed: Jun 10, 2020—Jun 26. 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## **Map Unit Legend**

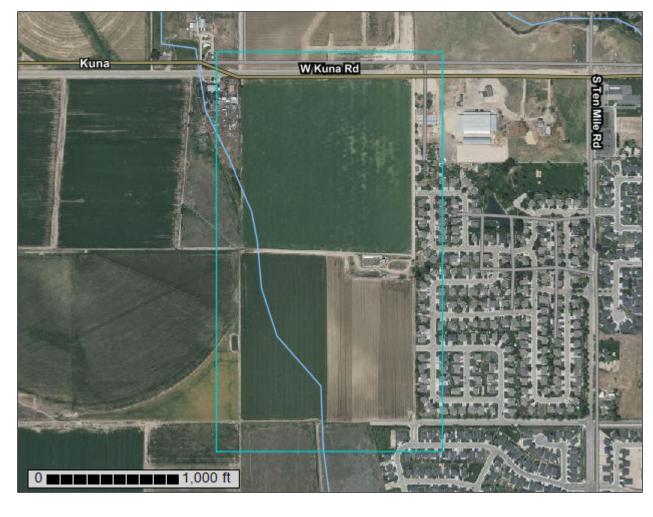
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
102	McCain silt loam, 2 to 4 percent slopes	11.6	9.7%
129	Power silt loam, 0 to 2 percent slopes	8.7	7.3%
144	Purdam-Power silt loams, 0 to 2 percent slopes	76.7	64.5%
145	Purdam-Power silt loams, 2 to 4 percent slopes	21.9	18.4%
Totals for Area of Interest		118.8	100.0%



**NRCS** 

Natural Resources Conservation Service A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

## Custom Soil Resource Report for Ada County, Idaho



## **Preface**

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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## **How Soil Surveys Are Made**

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

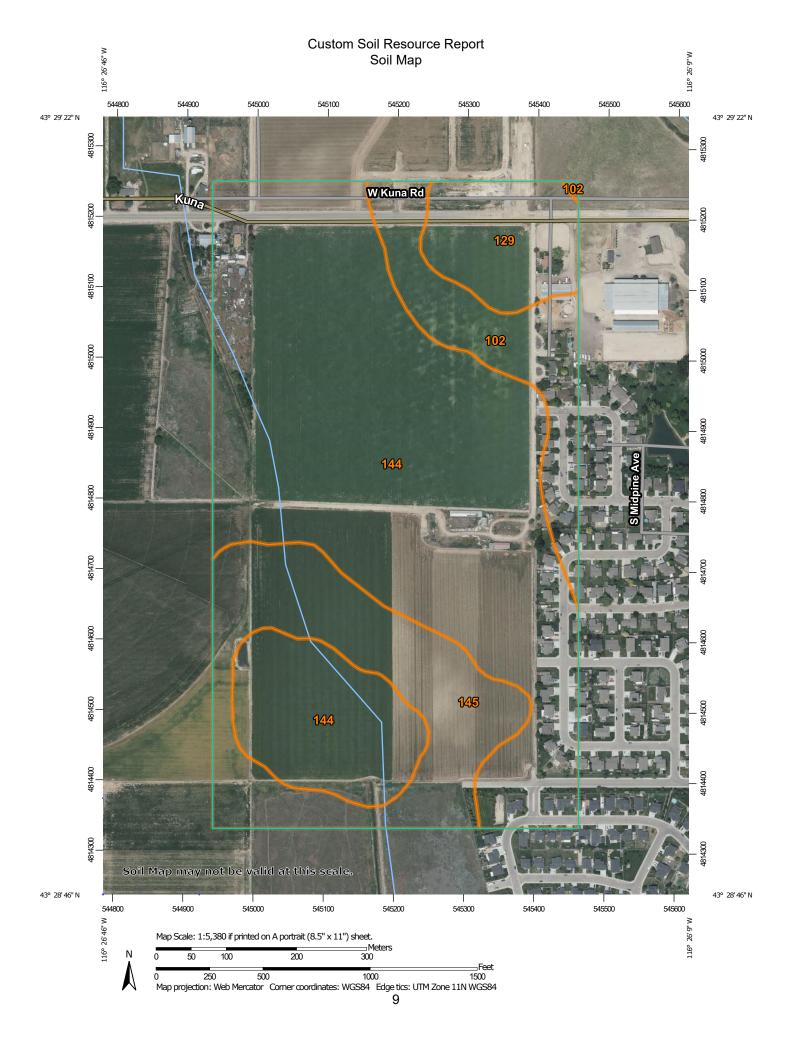
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

## Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



#### MAP LEGEND

#### Area of Interest (AOI)

Area of Interest (AOI)

#### Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

#### **Special Point Features**

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Blowout

Borrow Pit

Clay Spot

**Closed Depression** 

Gravel Pit

Gravelly Spot

Landfill

Lava Flow Marsh or swamp

Mine or Quarry

Miscellaneous Water Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Slide or Slip

Severely Eroded Spot

Sinkhole

Sodic Spot

Spoil Area



Stony Spot Very Stony Spot



Wet Spot



Other

Special Line Features

#### Water Features

Streams and Canals

#### Transportation

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Rails

Interstate Highways

**US Routes** 

Major Roads

00

Local Roads

#### Background

Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## **Map Unit Legend**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
102	McCain silt loam, 2 to 4 percent slopes	11.6	9.7%
129	Power silt loam, 0 to 2 percent slopes	8.7	7.3%
144	Purdam-Power silt loams, 0 to 2 percent slopes	76.7	64.5%
145	Purdam-Power silt loams, 2 to 4 percent slopes	21.9	18.4%
Totals for Area of Interest		118.8	100.0%

## **Map Unit Descriptions**

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

### Ada County, Idaho

#### 102—McCain silt loam, 2 to 4 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2q5m Elevation: 2,500 to 3,040 feet

Mean annual precipitation: 8 to 12 inches

Mean annual air temperature: 46 to 52 degrees F

Frost-free period: 110 to 160 days

Farmland classification: Prime farmland if irrigated

#### **Map Unit Composition**

Mccain and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Mccain**

#### Setting

Landform: Lava plains Down-slope shape: Linear Across-slope shape: Linear

Parent material: Silty alluvium and/or loess over bedrock derived from basalt

#### **Typical profile**

A - 0 to 7 inches: silt loam
Bt - 7 to 16 inches: silt loam
Bk - 16 to 33 inches: loam
R - 33 to 43 inches: bedrock

#### Properties and qualities

Slope: 2 to 4 percent

Depth to restrictive feature: 20 to 40 inches to lithic bedrock

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20

to 0.60 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water capacity: Low (about 5.7 inches)

#### Interpretive groups

Land capability classification (irrigated): 3e Land capability classification (nonirrigated): 6c

Hydrologic Soil Group: C

Ecological site: R011XY001ID - LOAMY 8-12 - Provisional

Hydric soil rating: No

#### 129—Power silt loam, 0 to 2 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2q6k Elevation: 2,000 to 4,600 feet

Mean annual precipitation: 8 to 12 inches

Mean annual air temperature: 45 to 52 degrees F

Frost-free period: 100 to 160 days

Farmland classification: Prime farmland if irrigated

#### **Map Unit Composition**

Power, plowed, and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Power, Plowed**

#### Setting

Landform: Lava plains Down-slope shape: Linear Across-slope shape: Linear

Parent material: Mixed alluvium and/or loess

#### **Typical profile**

Ap1 - 0 to 6 inches: silt loam Ap2 - 6 to 9 inches: silt loam Bt - 9 to 12 inches: silty clay loam Btk - 12 to 17 inches: silt loam Bk1 - 17 to 21 inches: silt loam

Bkq1 - 21 to 38 inches: paragravelly silt loam Bkq2 - 38 to 50 inches: paragravelly silt loam 2Bk2 - 50 to 60 inches: very fine sandy loam

#### Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20

to 0.57 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 25 percent

Gypsum, maximum content: 2 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 5.0

Available water capacity: High (about 10.4 inches)

#### Interpretive groups

Land capability classification (irrigated): 2e Land capability classification (nonirrigated): 6c

Hydrologic Soil Group: C

Ecological site: R011XY001ID - LOAMY 8-12 - Provisional

Hydric soil rating: No

#### 144—Purdam-Power silt loams, 0 to 2 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2q73 Elevation: 2,000 to 5,000 feet

Mean annual precipitation: 8 to 12 inches

Mean annual air temperature: 45 to 52 degrees F

Frost-free period: 100 to 160 days

Farmland classification: Prime farmland if irrigated

#### **Map Unit Composition**

Purdam, dry, and similar soils: 55 percent Power, dry, and similar soils: 30 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Purdam, Dry**

#### Setting

Landform: Stream terraces Down-slope shape: Linear Across-slope shape: Linear

Parent material: Mixed alluvium and/or lacustrine deposits and/or loess

#### Typical profile

A1 - 0 to 2 inches: silt loam
A2 - 2 to 6 inches: silt loam
Bt1 - 6 to 9 inches: silt loam
Bt2 - 9 to 17 inches: silty clay loam
Bkq1 - 17 to 21 inches: silt loam

Bkqm1 - 21 to 36 inches: cemented material

2Bkq2 - 36 to 48 inches: stratified gravelly sandy loam to loam

2Bkqm2 - 48 to 60 inches: cemented material

#### **Properties and qualities**

Slope: 0 to 2 percent

Depth to restrictive feature: 20 to 40 inches to duripan

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately

low (0.00 to 0.06 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 40 percent

Gypsum, maximum content: 2 percent

Maximum salinity: Nonsaline to slightly saline (1.0 to 4.0 mmhos/cm)

Sodium adsorption ratio, maximum: 10.0

Available water capacity: Low (about 4.1 inches)

#### Interpretive groups

Land capability classification (irrigated): 3s Land capability classification (nonirrigated): 6c

Hydrologic Soil Group: C

Ecological site: R011XY003ID - Combined With 11X-01

Hydric soil rating: No

#### **Description of Power, Dry**

#### Setting

Landform: Lava plains
Down-slope shape: Linear
Across-slope shape: Linear

Parent material: Mixed alluvium and/or loess

#### **Typical profile**

A - 0 to 9 inches: silt loam

Btk - 9 to 27 inches: silty clay loam

Bk - 27 to 63 inches: loam

#### **Properties and qualities**

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20

to 0.60 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 5.0

Available water capacity: High (about 10.8 inches)

#### Interpretive groups

Land capability classification (irrigated): 2e Land capability classification (nonirrigated): 6c

Hydrologic Soil Group: C

Ecological site: R011XY003ID - Combined With 11X-01

Hydric soil rating: No

#### 145—Purdam-Power silt loams, 2 to 4 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2q74 Elevation: 2,000 to 5,000 feet

Mean annual precipitation: 8 to 12 inches

Mean annual air temperature: 45 to 52 degrees F

Frost-free period: 100 to 160 days

Farmland classification: Prime farmland if irrigated

#### **Map Unit Composition**

Purdam, dry, and similar soils: 55 percent Power, dry, and similar soils: 30 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Purdam, Dry**

#### Setting

Landform: Stream terraces Down-slope shape: Linear Across-slope shape: Linear

Parent material: Mixed alluvium and/or lacustrine deposits and/or loess

#### **Typical profile**

A1 - 0 to 2 inches: silt loam
A2 - 2 to 6 inches: silt loam
Bt1 - 6 to 9 inches: silt loam
Bt2 - 9 to 17 inches: silty clay loam

Bkq1 - 17 to 21 inches: silt loam

Bkqm1 - 21 to 36 inches: cemented material

2Bkq2 - 36 to 48 inches: stratified gravelly sandy loam to loam

2Bkqm2 - 48 to 60 inches: cemented material

#### Properties and qualities

Slope: 2 to 4 percent

Depth to restrictive feature: 20 to 40 inches to duripan

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately

low (0.00 to 0.06 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 40 percent

Gypsum, maximum content: 2 percent

Maximum salinity: Nonsaline to slightly saline (1.0 to 4.0 mmhos/cm)

Sodium adsorption ratio, maximum: 10.0 Available water capacity: Low (about 4.1 inches)

#### Interpretive groups

Land capability classification (irrigated): 3e Land capability classification (nonirrigated): 6c

Hydrologic Soil Group: C

Ecological site: R011XY003ID - Combined With 11X-01

Hydric soil rating: No

#### **Description of Power, Dry**

#### Setting

Landform: Stream terraces Down-slope shape: Linear Across-slope shape: Linear

Parent material: Mixed alluvium and/or loess

#### Typical profile

A - 0 to 9 inches: silt loam

Btk - 9 to 27 inches: silty clay loam

Bk - 27 to 63 inches: loam

#### Properties and qualities

Slope: 2 to 4 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20

to 0.60 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 5.0

Available water capacity: High (about 10.8 inches)

#### Interpretive groups

Land capability classification (irrigated): 3e Land capability classification (nonirrigated): 6c

Hydrologic Soil Group: C

Ecological site: R011XY003ID - Combined With 11X-01

Hydric soil rating: No

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#### Stephanie Leonard

From: Sub Name Mail <subnamemail@adacounty.id.gov>

Sent: Monday, November 2, 2020 7:29 AM

To: Stephanie Leonard Cc: Aaron Ballard

**Subject:** RE: Madrone Village Subdivision Name Reservation

November 2, 2020

Aaron Ballard, KM Engineering Stephanie Leonard, KM Engineering

RE: Subdivision Name Reservation: MADRONE VILLAGE SUBDIVISION

At your request, I will reserve the name **Madrone Village Subdivision** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



Glen Smallwood Surveying Technician Ada County Development Services 200 W. Front St., Boise, ID 83702 (208) 287-7926 office (208) 287-7909 fax

From: Stephanie Leonard <sleonard@kmengllp.com>

Sent: Friday, October 30, 2020 9:27 AM

**To:** Sub Name Mail <subnamemail@adacounty.id.gov> **Subject:** [EXTERNAL] Subdivision name reservation

**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.

Good morning Glen,

Could we please reserve the name "Madrone Village" for a preliminary plat we are submitting to the City of Kuna? This subdivision is south of Madrone Heights and is being subdivided by the same developer.

- The project location (Township / Range / Section & Quarter) along with the current parcel numbers of all of the parcels that will be included in the plat E½ of Section 27, T2N, R1W Parcel No. R7321001000
- The name and contact information for the survey firm doing the work and the name of the Land Surveyor in charge of the plat **KM Engineering, 208-639-6939; Aaron Ballard**

• The name of the owner/developer – **DBTV Agricultural Holdings, LLC.** 

Please let me know if you have any questions, or if I can provide further information.

Thanks!

208.639.6939

Stephanie Leonard
Land Planner
KM ENGINEERING [kmenglip.com]
9233 W. State St. | Boise, ID 83714

- 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.

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 shall establish rules and regulations regarding the Owners' use of Common Areas and Improvements located thereon.

5.5.2.2 <u>Reserve Account.</u> Establish and fund a reserve account with a reputable banking institution or savings and loan



Transportation Impact Analysis

# Uzra 78 (Madrone Crossing) Development

## Revised

01/20/2022 2:18:43 PM

Kuna, Idaho

December 2021

PREPARED FOR TIMOTHY ECK Arroyo Indio Farm, LLC 6152 W Half Moon Lane Eagle, Idaho 83616 PREPARED BY
KITTELSON & ASSOCIATES, INC.
101 S Capitol Boulevard, Suite 600
Boise, ID 83702
208.338.2683

## **Transportation Impact Analysis**

## Uzra 78 (Madrone Crossing) Development

Kuna, Idaho

Prepared For: **Arroyo Indio Farm, LLC** 6152 W Half Moon Lane Eagle, Idaho 83616

Prepared By: **Kittelson & Associates, Inc.** 101 South Capitol Boulevard, Suite 600 Boise, ID 83702 (208) 338-2683

Project Manager: Jamie Markosian, PE Project Analyst: Esteban Doyle Project Principal: John Ringert, PE

Project No. 25822

December 2021







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**Appendix M** Madrone Village Subdivision Right-Of-Way Exchange Application

Appendix N 2025 Total Traffic Conditions Without Access A



Section 1
Executive Summary

# **EXECUTIVE SUMMARY**

Arroyo Indio Farm, LLC is proposing to develop Uzra 78 (Madrone Crossing) on approximately 77 acres of land in Kuna, Idaho east of Black Cat Road between Kuna Road and Sunbeam Street. The development is proposing to construct 336 single-family detached housing units, 96 townhomes, and approximately 38,000 square feet of commercial space. The parcels of land included in the property's site are zoned for Medium Density Residential (R-6).

Access to Uzra 78 (Madrone Crossing) development is proposed via seven public street connections. Three of the access points will be along a new north/south connector street from Kuna Road to Sunbeam Street. The fourth access point is along Kuna Road. The next two access points are stub connections to Bayhorse Street and Caspian Street between Uzra 78 (Madrone Crossing) and the existing development east of the site. The last access point is located on the southern edge of the development on Sunbeam Street.

Currently, the site is undeveloped agricultural land. The expected build-out of the Madrone Crossing subdivision will be in a single phase and completed in year 2025. This TIS addresses the existing (2020) and background (2025) traffic conditions, as well as the property's impact in the build-out year 2025. Lastly the TIS provides the approximate number of homes that can be built before proposed mitigations are necessary at any impacted study intersection, roadway and/or driveway.

## **FINDINGS**

The results of the traffic impact analysis indicate that the build-out of the Madrone Crossing subdivision can be constructed while maintaining acceptable levels of service and safety on the surrounding transportation system. The findings of this analysis and recommendations are discussed below.

## **Existing Conditions**

- All study intersections operate at acceptable levels of service during the weekday a.m. and p.m. peak hours except for the following intersections:
  - Black Cat Road & Amity Road During the PM peak hour, the westbound movement operates at LOS F.
  - Orchard Avenue & Avalon Street (SH 69) During the PM peak hour, the southbound movement operates as LOS E, which exceeds ITD desired standard.
  - Kay Street & Avalon Street (SH 69) During the PM peak hour, the northbound through movement operates at LOS E and the southbound left turn operates at LOS F.
- Intersection mitigations have been identified for these intersections that bring each intersection up to acceptable levels of service. These include:
  - Black Cat Road & Amity Road: Install either (1) a traffic signal with left-turn lanes on all approaches, or (2) a multilane roundabout with two lanes on the north and south legs.



- Orchard Avenue & Avalon Street: The intersection is currently operating at LOS E for the southbound direction in the PM peak hour. However, the v/c ratio is 0.15 and meets ACHD's policy standards. A planning-level signal warrant analysis was completed and found this intersection does not meet traffic signal warrants. Therefore, no mitigation is proposed for this intersection in the existing conditions.
- Kay Street & Avalon Street: The intersection is currently operating at LOS F for the northbound and southbound directions in the PM peak hour. However, the v/c ratio is 0.78 and 0.50 for the northbound and southbound directions, respectively. A planning-level signal warrant analysis was completed and found this intersection meets the warrant for a traffic signal in the PM peak hour. No mitigation is proposed for this intersection in the existing conditions.
- All study roadway segments operate at acceptable levels of service during the weekday AM and PM peak hours.
- Crash data from the study intersections and study roadway segments from the most recent fiveyear period (i.e., 2015-2019) was analyzed for any existing crash trends. Crash history for study intersections and roadways did not reveal safety issues at any study location.

# Year 2025 Background Traffic Conditions

- Year 2025 background traffic volumes were forecasted using a 5% annual growth rate. This growth rates account for the in-process developments in the study vicinity. No other in-process developments that are not accounted for in the growth rate were included.
- Year 2025 background traffic analysis (without inclusion of site-generated traffic) found the following intersections do not meet acceptable standards:
  - Black Cat Road & Amity Road During the AM peak hour the eastbound through movement operates at LOS F. During the PM peak hour the westbound and southbound movements operate at LOS F.
  - Black Cat Road & Columbia Road During the PM peak hour, the westbound movement operates at LOS F.
  - Orchard Avenue & Avalon Street During the PM peak hour, the southbound through movements operate at LOS F.
  - Kay Street & Avalon Street (SH 69) During the AM peak hour, southbound left turns operate at LOS E. During the PM peak hour, northbound through movements and southbound left turns operate at LOS F.
  - Meridian Road (SH 69) & Kuna Road During the PM peak hour, northbound left turns operate at LOS E.
- Intersection mitigations have been identified for these intersections that bring each intersection up to acceptable levels of service. These include:



- Black Cat Road & Amity Road: Install either (1) a traffic signal with left-turn lanes on all approaches, or (2) a multilane roundabout with two lanes on the north and south legs.
   Without site generated trips, the intersection is anticipated to need mitigation by approximately 2020.
- Black Cat Road & Columbia Road: Install a single lane roundabout. A planning-level signal
  warrant analysis was completed and found this intersection does not meet traffic signal
  warrants. Without site generated trips, the intersection is anticipated to need mitigation
  by approximately 2025.
- Orchard Avenue & Avalon Street: The intersection is expected to operate at LOS F for the southbound direction in the PM peak hour. However, the v/c ratio is 0.30 and meets ACHD's policy standards. A planning-level signal warrant analysis was completed and found this intersection does not meet traffic signal warrants. Therefore, no mitigation is proposed for this intersection in the background 2025 conditions.
- Kay Street & Avalon Street: Install a traffic signal. Without site generated trips, the intersection is anticipated to need mitigation by approximately 2025.
- Meridian Road (SH 69) & Kuna Road: The intersection is expected to operate at LOS F for the northbound direction in the PM peak hour. However, the v/c ratio is 0.82 and meets ACHD's policy standards. Therefore, no mitigation is proposed for this intersection in the background 2025 conditions.
- All study roadway segments were found to operate within the ACHD segment level of service threshold under background year 2025 traffic conditions.

#### Trip Generation and Distribution

- The *ITE Trip Generation Manual, 10<sup>th</sup> Edition* was used to estimate the trip generation for the proposed Madrone Crossing subdivision development.
- The proposed Uzra 78 (Madrone Crossing) development, with 336 single-family homes, 96 townhomes, and 38,000 square feet of commercial space in the build-out year of 2025, is estimated to generate a total of 6,053 daily net new vehicle trips, of which 452 trips occur during the weekday a.m. peak hour (173 inbound/279 outbound) and 484 trips occur during the weekday p.m. peak hour (284 inbound/200 outbound).
- The distribution pattern for site-generated trips was developed by evaluating existing traffic patterns and major trip origins and destinations within the study area, as well as a select zone analysis from COMPASS' regional travel demand model.

## Year 2025 Total Traffic Conditions

- Year 2025 total traffic conditions found the following study intersections do not meet acceptable standards:
  - Black Cat Road & Amity Road During the AM and PM peak hours, the intersection continues to operate over capacity. In the AM peak hour, the eastbound movement



- operates at LOS F. In the PM peak hour, the westbound and southbound movements operate at LOS F.
- Black Cat Road & Columbia Road During the PM peak hour, the westbound movement continues to operate at LOS F.
- Ten Mile Road & Kuna Road/Avalon Street During the PM peak hour, the northbound movement operates at LOS F.
- Avenue D & Main Street During the PM peak hour, the westbound movement operates at LOS F.
- Orchard Avenue & Avalon Street (SH 69) During the PM peak hour, the southbound movement operates at LOS F.
- Kay Street & Avalon Street (SH 69) During the AM peak hour, southbound left movement continues to operate at LOS F. During the PM peak hour, northbound and southbound movements continue to operate at LOS F.
- Meridian Road (SH 69) & Kuna Road During the PM peak hour, northbound left movement continues to operate at LOS F.
- All the study intersections operating at unacceptable levels above are projected to meet traffic signal warrants under 2025 total traffic conditions except for the following three intersections:
  - Ten Mile Road & Kuna Road/Avalon Street Intersection does not meet signal warrants but the critical northbound movement remains under capacity as an unsignalized intersection.
  - Avenue D & Main Street Intersection does not meet signal warrants but the critical westbound movement remains under capacity as an unsignalized intersection.
  - o Orchard Avenue & Avalon Street (SH 69) Does not meet signal warrants.
- Intersection mitigations have been identified for these intersections that bring each intersection up to acceptable levels of service. These include:
  - Black Cat Road & Amity Road: This intersection was found to be operationally deficient under existing year 2020 traffic conditions and background 2025 traffic conditions. The intersection is anticipated to continue to experience unacceptable operations during both the weekday AM and PM peak hours. The same mitigations proposed in the background conditions are recommended for the total traffic conditions. Install either (1) a traffic signal with left-turn lanes on all approaches, or (2) a multilane roundabout with two lanes on the north and south legs. With site generated trips, the intersection is anticipated to need mitigation by approximately 2020.
  - Black Cat Road & Columbia Road: This intersection was found to be operationally deficient in the background 2025 traffic conditions. The intersection is anticipated to continue to experience unacceptable operations during the PM peak hour. Install either (1) a traffic signal with left-turn lanes on all approaches, or (2) a single lane roundabout.



Site traffic accounts for approximately 12% of the projected traffic. A shoulder hour analysis if the next highest volume hour in the PM found the intersection is expected to operate at acceptable levels in the 2025 total traffic conditions. Pedestrian improvements along the site frontage could serve in place of intersection mitigation.

- Ten Mile Road & Kuna Road/Avalon Street: The intersection is anticipated to experience unacceptable operations during the weekday PM peak hour. However, the v/c ratio is 0.86 for the northbound movement, which meets ACHD's policy standard. Therefore, no mitigations are proposed at this intersection for the 2025 total traffic conditions. Site traffic accounts for approximately 30% of the projected traffic. A shoulder hour analysis of the next highest volume hour in the PM found the northbound movement operates at acceptable levels in the 2025 total traffic conditions. Pedestrian improvements along the site frontage could serve in place of intersection mitigation.
- Avenue D & Main Street: The intersection is anticipated to experience unacceptable operations during the weekday PM peak hour. However, the v/c ratio is 0.98 for the westbound movement, which meets ACHD's policy standard. Therefore, no mitigation is proposed at this intersection for the 2025 total traffic conditions. Site traffic accounts for approximately 24% of the projected traffic. A shoulder hour analysis of the next highest volume hour in the PM found the intersection is expected to operate at acceptable levels in the 2025 total traffic conditions. Pedestrian improvements along the site frontage could serve in place of intersection mitigation.
- Orchard Avenue & Avalon Street (SH 69): The intersection was found to be operationally deficient under background year 2025 traffic conditions. The intersection is anticipated to continue to experience unacceptable operations during the weekday PM peak hour. However, the v/c ratio is 0.48 for the southbound movement. Therefore, no mitigation is proposed at this intersection for the 2025 total traffic conditions. Site traffic accounts for approximately 13% of the total 2025 entering traffic at this intersection during the PM peak hour.
- Kay Street & Avalon Street (SH 69): The intersection was found to be operationally deficient under background year 2025 traffic conditions. The intersection is anticipated to continue to experience unacceptable operations during both the AM and PM peak hours. A traffic signal is proposed for this intersection. Site traffic accounts for approximately 19% and 12% of the total 2025 entering traffic at this intersection during the AM and OM peak hours, respectively. With site generated traffic, mitigation is projected to be needed in approximately 2021, at which time the site would have approximately 113 units completed.
- Meridian Road (SH 69) & Kuna Road: The intersection was found to be operationally deficient under background year 2025 traffic conditions. The intersection is anticipated to continue to experience unacceptable operations during the PM peak hour. A traffic signal is proposed for this intersection. Site traffic accounts for approximately 13% of the total 2025 entering traffic at this intersection during the PM peak hour. With site



generated traffic, mitigation is projected to be needed in approximately 2024, at which time the site would have approximately 351 units completed.

- The site accesses are expected to operate at acceptable levels of service during the weekday a.m. and p.m. peak hours.
- All study roadway segments were found to operate at acceptable levels of service under year
   2025 total traffic condition except for the following segments:
  - Avalon Street East of Ten Mile Road.
  - Bridge Avenue Between Owyhee Avenue & Main Street.
- Mitigations for the roadway segments anticipated to operate at unacceptable levels under year
   2025 total traffic condition are listed below:
  - Avalon Street (East of Ten Mile Road): This section of Avalon Street is projected to exceed the ACHD threshold by two vehicles during the weekday p.m. peak hour. This is a negligible amount of traffic and no mitigation is proposed.
  - o Bridge Avenue (Between Owyhee Avenue & Main Street): This section of Bridge Avenue is constrained due to an at-grade rail crossing and a two-lane bridge over Indian Creek. Improvements on this segment of Bridge Avenue would require adjustments to the rail crossing and a widening of the bridge structure. Year 2025 total traffic volumes are projected to add an additional 3% and 6.6% traffic above the ACHD threshold in the a.m. and p.m. peak hours, respectively. No mitigation is proposed due to the magnitude of the mitigation and the small percentage of traffic projected to be over the threshold. ACHD staff may wish to assess long term need for reconstructing the bridge structure to widen Bridge Avenue to three lanes and include improved pedestrian and bicycle facilities. Further analysis would be required to assess right-of-way, traffic operation, and sight distance impacts.
- Traffic volumes on the local street connections between Madrone Crossing and the existing development to the east of the site will remain under the ACHD 2,000 ADT threshold.

## **Turn Lane Warrant Evaluation**

The turn lane analysis using ACHD procedures identified the need for a westbound left turn lane at the intersection of Kuna Road and the New Collector road in the 2025 total traffic conditions if Access A is removed.

## **Site Access Evaluation**

- Local street spacing on Kuna Road, Sunbeam Street, and the new collector road between Kuna Road and Sunbeam Street exceeds the ACHD minimum spacing requirement on a collector street.
- The results from the queuing analysis found that the 95<sup>th</sup> percentile queue lengths can be accommodated.



- The required intersection sight distance evaluation identified that intersection sight distance can be achieved at all the site access intersections with the following actions:
  - Maintain vegetation and shrubbery and remove potential obstructions along Sunbeam Street as necessary to obtain and maintain adequate intersection sight distance.
- There are seven proposed public street accesses to the Madrone Crossing subdivision, all local streets.

#### Recommendations

Based on the report's analyses and evaluation findings, recommendations were developed accordingly.

#### **Existing Year 2020 Conditions**

The following mitigations are recommended under year 2020 background conditions, without the proposed development:

- o **Black Cat Road & Amity Road**: Install either (1) a traffic signal with left-turn lanes on all approaches, or (2) a multilane roundabout with two lanes on the north and south legs.
- Orchard Avenue & Avalon Street: No mitigation is proposed for this intersection in the existing conditions.
- Kay Street & Avalon Street: No mitigation is proposed for this intersection in the existing conditions.

## **Background Year 2025 Conditions**

The following mitigations are recommended under year 2025 background conditions, without the proposed development:

- o **Black Cat Road & Amity Road**: Install either (1) a traffic signal with left-turn lanes on all approaches, or (2) a multilane roundabout with two lanes on the north and south legs.
- o Black Cat Road & Columbia Road: Install a single lane roundabout.
- Orchard Avenue & Avalon Street: No mitigation is proposed for this intersection in the background 2025 conditions.
- Kay Street & Avalon Street: Install a traffic signal.
- Meridian Road (SH 69) & Kuna Road: No mitigation is proposed for this intersection in the background 2025 conditions.



## **Year 2025 Total Traffic Conditions**

The following mitigations are recommended under year 2025 total traffic conditions, with the proposed development:

- o **Black Cat Road & Amity Road**: Tinstall either (1) a traffic signal with left-turn lanes on all approaches, or (2) a multilane roundabout with two lanes on the north and south legs. With site generated trips, the intersection is anticipated to need mitigation by approximately 2020.
- o **Black Cat Road & Columbia Road**: Install either (1) a traffic signal with left-turn lanes on all approaches, or (2) a single lane roundabout. With site generated trips, the intersection is anticipated to need mitigation by approximately 2025.
- Ten Mile Road & Kuna Road/Avalon Street: No mitigations are proposed at this intersection for the 2025 total traffic conditions. Pedestrian improvements along the site frontage could serve in place of intersection mitigation.
- Avenue D & Main Street: No mitigation is proposed at this intersection for the 2025 total traffic conditions. Pedestrian improvements along the site frontage could serve in place of intersection mitigation.
- Orchard Avenue & Avalon Street (SH 69): No mitigation is proposed at this intersection for the 2025 total traffic conditions.
- Kay Street & Avalon Street (SH 69): Install a traffic signal. With site generated traffic, mitigation
  is projected to be needed in approximately 2021, at which time the site would have
  approximately 113 units completed.
- Meridian Road (SH 69) & Kuna Road: Install a traffic signa. With site generated traffic, mitigation is projected to be needed in approximately 2024, at which time the site would have approximately 351 units completed.

#### Site Access

Construct all site accesses as shown in site plan. Vegetation and shrubbery should be trimmed and all potential obstructions should be removed as necessary to obtain and maintain adequate intersection sight distance.





PO Box 13 751 W 4<sup>th</sup> Street Kuna, ID 83634 (208) 922-5274 www.kunacity.id.gov

### **Director**

Doug Hanson dhanson@kunaid.gov

Senior Planner Troy Behunin tbehunin@kunaid.gov

Planner II Jessica Reid jreid@kunaid.gov



June 29, 2022

RE: Madrone Village Planned Unit Development Application

Dear Mrs. Hopkins,

I am writing in regards to the Madrone Village application submitted May 12, 2022. Upon recent discussion with Public Works staff, it has been determined that the lift station which services the Ten Mile Sewer Basin is at capacity.

The Applicant may move forward with the application; however, staff would be unable to support the application moving forward until there is a solution in place.

Please notify our office of the direction in which your client would like to proceed.

Sincerely,

Jessica Reid Planner II

Cc: Doug Hanson, Planning & Zoning Director

From: Stephanie Hopkins
To: Jessica Reid

Cc: <u>Doug Hanson</u>; <u>Elizabeth A. Koeckeritz</u>; <u>timothyeck@me.com</u>

Subject: RE: Madrone Village

**Date:** Monday, July 11, 2022 11:44:16 AM

Attachments: <u>image001.png</u>

## Good Morning Jessica,

Our client would like to proceed with the application subject to a review of the EDU Declining Balance Report. Please add us to the next available P&Z Commission schedule. Please let me know if you need any additional information or if you have any questions.

Thanks,

Stephanie Hopkins Land Planning Manager

## **KM ENGINEERING**

5725 North Discovery Way | Boise, ID 83713

208.639.6939

From: Jessica Reid < jreid@kunaid.gov> Sent: Monday, July 11, 2022 10:46 AM

**To:** Stephanie Hopkins <shopkins@kmengllp.com>

Cc: Doug Hanson < dhanson@kunaid.gov>

Subject: RE: Madrone Village

Importance: High

Good Morning Stephanie,

. Jessica Reid

I am reaching out to see if your client has decided to wait on the Madrone Village application or move forward with the understanding that P&Z and Public Works staff will be writing their reports recommending denial.

Sincerely,

Planner II

751 W 4<sup>th</sup> Street • Kuna, ID 83634 <u>ireid@kunaid.gov</u> • Ph: (208) 387-7731



**From:** Stephanie Hopkins <<u>shopkins@kmengllp.com</u>>

**Sent:** Wednesday, June 29, 2022 4:28 PM

**To:** Jessica Reid < <u>jreid@kunaid.gov</u>>

**Cc:** Doug Hanson < <a href="mailto:dhanson@kunaid.gov">dhanson@kunaid.gov</a>>

Subject: RE: Madrone Village

Thanks, Jessica. I've forwarded to our client and will let you know how they'd like to proceed.

Best,

Stephanie Hopkins Land Planning Manager

**KM ENGINEERING** 

5725 North Discovery Way | Boise, ID 83713

208.639.6939

From: Jessica Reid < <u>ireid@kunaid.gov</u>>
Sent: Wednesday, June 29, 2022 4:19 PM

**To:** Stephanie Hopkins <<u>shopkins@kmengllp.com</u>>

Cc: Doug Hanson < dhanson@kunaid.gov >

**Subject:** Madrone Village

Good Afternoon Stephanie,

. Jessica Reid

Please review the attached notification letter for Madrone Village. Feel free to let me know if you have any questions.

Sincerely,

Planner II

751 W 4<sup>th</sup> Street • Kuna, ID 83634 <u>ireid@kunaid.gov</u> • Ph: (208) 387-7731

Planning & Zoning