OFFICIALS

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

CITY OF KUNA

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

City Council Meeting
AGENDA
Tuesday, May 7, 2019

6:00 P.M. REGULAR CITY COUNCIL

1. Call to Order and Roll Call

2. Invocation: *D. Scott Allen, Kuna United Methodist Church*

3. Pledge of Allegiance: Mayor Stear

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

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

A. City Council Meeting Minutes

1. Regular City Council Minutes, April 16, 2019

B. Accounts Payable Dated May 2, 2019 in the Amount $347,129.07

C. Alcohol Licenses

1. Albertsons LLC 700 E Avalon Street – Off Premise Beer & Off Premise Wine

2. Doughboys LLC dba Snake River Bar & Grill 1353 N Meridian Road – Liquor-by-the-Drink & On Premise Beer

3. Walgreens #13614 869 E Avalon Street – Off Premise Beer & Off Premise Wine

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

D. Resolutions

1. Consideration to approve Resolution No. R31-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE FROM TOLL ID I, LLC.

2. Consideration to approve Resolution No. R32-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE FROM TOLL ID I, LLC.

3. Consideration to approve Resolution No. R15-2019A

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING RESOLUTION NO. R15-2019 CORRECTING THE NAME TO CHALLENGER DEVELOPMENT, INC FOR THE DESERTHAWK SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

E. Findings of Fact and Conclusions of Law

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 19-01-TE for Caspian Subdivision.

2. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 18-09-S for Sapphire Ranch Subdivision.

5. Community Reports or Requests:

A. Kuna Library Plant Facilities Levy Presentation – Tam Svedin and Jana Cutforth, Kuna Library Co-Directors

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

A. Public Hearing tabled from March 19, 2019 and consideration to approve 18-07-AN (Annexation) & 18-05-ZC (Rezone) for Thistle Farm, LLC and Bodahl Farm, LLC – Sam Weiger, Planner I ACTION ITEM

Tim Eck seeks approval of an annexation of approximately 40 acres into Kuna City Limits with a Medium Density Residential (R-6) zoning and a rezone of approximately 40 additional acres from Agricultural (A) to Commercial (C-1). The

subject properties are located at the southwest corner of Ten Mile and Hubbard Rd, Kuna, Idaho 83634. – *Re-noticed.*

- *Open Public Hearing*
- *Receive evidence*

Potential Motions:

- *Consideration to close evidence presentation and proceed to deliberation*
- *Consideration to either:*

  Option 1: Approve or Deny Case No18-07-AN (Annexation) & 18-05-ZC (Rezone) and Close the Public Hearing and direct staff to prepare Findings of Fact, Conclusions of Law and Order of Decision for approval by the Council on the next Council Meeting Consent Agenda.
  Option 2: Continue the Public Hearing to a time and date certain, direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.

B. Public Hearing and consideration to adopt the City of Kuna Police Department Impact Fee Study and Capital Improvements Plan, Impact Fee Ordinance, and Impact Fees – Bill Gigray, City Attorney ACTION ITEM

- *Open Public Hearing*
- *Receive evidence*

1. Consideration to approve Resolution No. R33-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:
• MAKING CERTAIN FINDINGS;
• ADOPTION OF THE CITY OF KUNA POLICE DEPARTMENT IMPACT FEE STUDY AND CAPITAL IMPROVEMENTS PLAN;
• DIRECTING THE CITY CLERK;
• SETTING AN EFFECTIVE DATE.

2. Consideration to approve Ordinance No. 2019-11

AN ORDINANCE AMENDING TITLE 12 OF THE KUNA CITY CODE BY ADDING A NEW CHAPTER 3, PROVIDING FOR:

- POLICE DEPARTMENT DEVELOPMENT IMPACT FEES;
- SHORT TITLE APPLICABILITY, FINDINGS AND PURPOSE;
- DEFINITIONS;
- IMPOSITION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;
- COLLECTION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;
- EXEMPTIONS;
- INDIVIDUAL ASSESSMENT PROCESS;
- DEVELOPER CREDITS AND REIMBURSEMENTS;

- METHODOLOGY FOR CALCULATION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;
- EXTRAORDINARY IMPACTS;
- FEE PAYER REFUNDS;
- ESTABLISHMENT OF A CITY OF KUNA POLICE DEPARTMENT IMPACT FEE CAPITAL TRUST FUND AND ACCOUNTS;
- USE, EXPENDITURE AND BUDGET PROCESS CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;
- APPEALS, PROTEST AND MEDIATION;
- PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN;
- AUDIT REPORT AS A PART OF THE CITY ANNUAL AUDIT;
- THE CITY OF KUNA POLICE DEPARTMENT DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE;
- ENFORCEMENT AND COLLECTION;
- MISCELLANEOUS PROVISIONS;
- PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE;
- CONSTRUCTION OF ORDINANCE INTENT; and
- PROVIDING AN EFFECTIVE DATE AND PUBLICATION.

Potential Motions:

- *Consideration to close evidence presentation and proceed to deliberation*
- *Consideration to either:*

  Option 1:

  - *Close the Public Hearing*
  - *Approve or deny Resolution No. R33-2019*
  - *Waive three readings of Ordinance No. 2019-11*
  - *Approve or Deny Ordinance No. 2019-11*
  - *Approve Summary Publication of Ordinance No. 2019-11*

  Option 2:

  Continue the Public Hearing to a time and date certain.

7. Business Items:

A. 2019 Kids to Parks Day Proclamation – Mayor Stear

B. Request for recommendations for appointment to the Ada County Solid Waste Advisory Committee – Mayor Stear ACTION ITEM

C. Quarterly Financial Report Update – Jared Empey, City Treasurer

D. Consideration to approve Resolution R34-2019 – Lisa Holland, Economic Development Director ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- SETTING FORTH CERTAIN PURPOSES,

- AUTHORIZING THE MAYOR AS THE AUTHORIZED AGENT OF THE CITY TO EXECUTE THE "AGREEMENT OF TERMINATION OF MEMORANDUM OF UNDERSTANDING" BY AND AMONG THIS CITY, PROVIDENCE DEVELOPMENT GROUP, LLC AND DICK L. REED (DECEASED) AND RUTH L. REED INDIVIDUALLY AND AS TRUSTEE OF THE RUTH L. REED TRUST;
- DIRECTING THE CLERK; AND
- SETTING AN EFFECTIVE DATE.

E. Consideration to Approve Resolution No. R35-2019 – Lisa Holland, Economic Development Director ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT" WITH JUB ENGINEERING, INC. FOR THE ECONOMIC DEVELOPMENT DEPARTMENT IN FACILITATING A PUBLIC WORKSHOP ON FINANCING TOOLS FOR ECONOMIC DEVELOPMENT AND URBAN RENEWAL; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

F. Request for $4,500.66 from Contingence Fund to send 3 (three) employees to the Caselle Conference for training – Nancy Stauffer, Human Resources Director ACTION ITEM

G. Request for direction on potential workshop for Rate Study – Bob Bachman, Public Works Director ACTION ITEM

8. Ordinances:

A. Consideration to approve Ordinance No. 2019-12 ACTION ITEM

A MUNICIPAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:
AMENDING TITLE 1 OF THE KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 17 PROVIDING FOR AN AGENCY FUND; AND

- PROVIDING THE FUND'S PURPOSE; AND
- PROVIDING THE FUND'S NAME; AND
- PROVIDING STANDARDS FOR DEPOSITS TO THE FUND; AND
- PROVIDING FOR THE FUND'S ACCOUNTING, DISTRIBUTION RESTRICTIONS AND INVESTMENT GUIDELINES; AND
- PROVIDING FOR THE TRANSFER OF THE FUND'S INCOME TO THE CITY'S GENERAL FUND; AND
- AMENDING TITLE 1 OF THE KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 18 PROVIDING FOR PUBLIC DEPOSITORY LAW COMPLIANCE; AND

- STATING A PURPOSE; AND
- PROVIDING FOR THE PROCESS OF THE DESIGNATION OF THE CITY'S DEPOSITORY; AND
- PROVIDING FOR THE PROCESS OF THE CERITIFCATION OF CITY FUNDS FOR INVESTMENT; AND
- PROVIDING FOR INVESTMENT GUIDELINES AND ACCOUNTING OF INVESTMENT INTEREST; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance
Consideration to approve summary publication

B. Consideration to approve Ordinance No. 2019-13 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

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

Consideration to waive three readings
Consideration to approve ordinance

C. Consideration to approve Ordinance No. 2019-14 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S BILTMORE COMPANY LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and

- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

D. Consideration to approve Ordinance No. 2019-15 ACTION ITEM

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

Consideration to waive three readings
Consideration to approve ordinance

E. Consideration to approve Ordinance No. 2019-16 ACTION ITEM

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

Consideration to waive three readings
Consideration to approve ordinance

F. Consideration to approve Ordinance No. 2019-17 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

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

Consideration to waive three readings
Consideration to approve ordinance

9. Mayor/Council Announcements:

10. Executive Session:

A. Adjourn to Executive Session pursuant to:

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

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

11. Adjournment:

OFFICIALS

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

CITY OF KUNA

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

City Council Meeting
MINUTES
Tuesday, April 16, 2019

6:00 P.M. REGULAR CITY COUNCIL

1. *Call to Order and Roll Call*

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

CITY STAFF PRESENT:
Bob Bachman, Public Works Director
Jared Empey, City Treasurer
Chris Engels, City Clerk
Bill Gigray, City Attorney
Wendy Howell, Planning & Zoning Director
Nancy Stauffer, Human Resources Director
Bobby Withrow, Parks Director
Troy Behunin, Planner III
Jace Hellman, Planner II

2. ***Invocation:*** None

3. ***Pledge of Allegiance:*** Mayor Stear

Consideration to Amend the Agenda
(Council must move to amend the agenda per IC 74-204(4)(b))
(Timestamp 00:00:50)

Add item 4C8 under the Consent Agenda – KJ's Superstore Alcohol License Renewal

Council President Buban-Vonder Haar moved to accept the amended agenda as posted to include item 4C8 for KJ's Superstore Alcohol License Renewal under the Consent Agenda pursuant to Idaho Code 74-204(4)(b). Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza was absent.

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

4. *Consent Agenda:* ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:01:27)

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

A. City Council Meeting Minutes

1. Regular City Council Minutes, April 2, 2019

B. Accounts Payable Dated April 11, 2019 in the Amount of $690,117.27

C. Alcohol Licenses

1. Bi-Mart #688 1277 E Deer Flat Road – Off Premise Beer & Off Premise Wine

2. Fiesta Guadalajara 780 E Avalon Street – Liquor-by-the Drink & On Premise Beer

3. K & L Ventures dba Cowgirls 353 Avenue E – Liquor-by-the-Drink & On Premise Beer

4. Lima Limon Peruvian Restaurant 379 W Main Street - Liquor-by-the-Drink & On Premise Beer

5. Longhorn Lounge 458 W Main Street – Liquor-by-the-Drink & On Premise Beer

6. Ridley's Food Corp 1403 N Meridian Road - Off Premise Beer & Off Premise Wine

7. Smoky Mountain Pizzeria Grill 1011 N Meridian Road – Liquor-by-the-Drink, On Premise Beer, Off Premise Beer & Off Premise Wine

8. KJ's Superstore 1565 E Deer Flat Road – Off Premise Beer & Off Premise Wine

D. Resolutions

1. Consideration to approve Resolution No. R29-2019A

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING CITY OF KUNA, IDAHO RESOLUTION NO. R29-2019 AND THE AGREEMENT

WITH RIMI INC TO PROVIDE THE CITY WITH MECHANICAL PLAN REVIEW AND INSPECTION SERVICES FOR THE PURPOSE OF REFINING THE SCOPE OF SERVICES BY REMOVING RESIDENTIAL FROM EXHIBIT A, SECTION I, PARAGRAGH I, SECTION 2; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AGREEMENT.

2. Consideration to approve Resolution No. R30-2019

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES, ASSIGNMENT OF PUBLIC UTILITY RIGHTS TO CONSENT TO USE AGREEMENT AND GRANTEE ACCEPTANCE FROM SDN, LLC.

E. Final Plats

1. Consideration to approve Case No. 18-21-FP (Final Plat) for Winfield Springs No. 3 Subdivision.

F. Findings of Fact and Conclusions of Law

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 18-04-ZC (Rezone) for Caspian Addition.

Council President Buban-Vonder Haar moved to approve the consent agenda as amended. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: Council Member Cardoza
Motion carried 3-0-1.

5. *Community Reports or Requests:*

None

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

A. Public Hearing and consideration to approve 18-09-S (Preliminary Plat) – Jace Hellman, Planner II ACTION ITEM
(Timestamp 00:01:59)

Victor Clark requests to subdivide approximately 0.508-acres into three (3) single family buildable lots. The subject site is located on West Park Avenue, Kuna, ID 83634, within Section 23, Township 2 North, Range 1 West; (APN# R5070002532).

Planner II Jace Hellman presented the application and staff report. He stood for questions.

Mayor Stear opened the public hearing.

Support: None

Against:

Glenda Sanders, 260 Cedar Avenue, Kuna, Idaho 83634, lived right next door to the proposed subdivision. Pictures she provided were in the Council Packet. They showed how close the property line was to the back of her home. Her house was within 3 feet of their proposed fence. She requested the fence be moved maybe 3 feet into the project's side. She also wanted an 8-year-old tree relocated to somewhere else on her property. Last, she noted her dad spent $2,000, with the consent of the neighbor who owned the lot before, when the driveway was put in. Now it was going to have to be moved over from where the fence was going and would cost them a lot. She was hoping the developers could move the materials of the existing driveway for them.

Council President Buban-Vonder Haar asked if they put pavers or something down.

Ms. Sanders explained it was a rock driveway. It was graded out and smoothed out and driveway rock was smashed down.

Council President Buban-Vonder Haar clarified it was on the applicant's property.

Ms. Sanders replied it wasn't the applicant's property when it was put in. It was the previous owners and they both used it.

Council President Buban-Vonder Haar asked if they had any kind of easement.

Ms. Sanders said no.

Mayor Stear asked if she had talked to the new owner about any of this stuff. It looked like it was brought up in meetings before.

Ms. Sanders responded yes; it was brought up but it didn't seem to matter. It mattered to her. She understood it was his property line but the thing was her house was within 3 feet of it and she didn't put it there. She just bought it. They moved everything else that was back there around to the other side of the house, a patio, hot tub, and gazebo, because they knew the property line was right there. The tree stayed but the house was just to close to a fence and driveway.

Jeff Marler, 260 Cedar Avenue, Kuna, Idaho 83634, clarified a little bit of what his wife, Ms. Sanders said. Ms. Sanders' father had a verbal agreement with the

previous owner for him to put the driveway in and for them to share it. At the previous meeting the developer agreed to put a few extra feet between the house so they could at least get a lawn mower in there. Emergency access was also brought up about that. Their other concern was the irrigation. They relied on that irrigation as everybody did. They were worried about interruptions and design changes. Also, at the end of Park there used to be a dirt easement or access type of road that had since grown over. Cedar Avenue was considered an alleyway. There was only 1 way in and 1 way out. It made it difficult, especially for the garbage men. When they got to the end of Park, they had to back 1,000 plus feet into someone's driveway to turn around and get out of there. He asked if that easement could be turned into an access point so there would be 2 access points for that road. He understood they were wanting to subdivide into 3 lots. He asked if the owner was maintaining partial ownership of part of the property for the driveway and front area and then subdivide into 3 houses. To him that added up to 4 subdivided properties not 3. He didn't understand how that worked and it was all happening on .5 acres. It seemed to be a little crowded.

Neutral: None

Rebuttal:

Eric Anderson, 1119 East State Street, Eagle, Idaho 83616, represented the new owner. They had actually gone through a lot of these issues a few times. Regarding the setbacks around the house, they agreed to jog the fence around the house to the required setbacks that the City maintained. They had not discussed jogging the property line and they wouldn't do that. That was where the property line was and if the neighbors ever sold their house there would be a big jog in the property line. They offered to work with them with the fencing and give them access. They offered to move the tree and relocate it out to the street side. They agreed to these terms already. In regards to the irrigation, their engineer had to work through that and it had to be approved by the city engineer before they could do anything so they covered that as well. The other access was not usable. They had to take access where they were taking it. It was what ACHD required as well. Regarding the material, that was up to the 2 owners. Someone put a driveway on the property years ago. He was not sure what to do with that. He hoped they could work together and make it beneficial to both. He knew the new owner, Victor Clark, had been very helpful and willing to work with the neighbors. He stood for questions.

Mayor Stear asked Planner II Jace Hellman about the property being subdivided before and that this process wasn't really necessary except the owners wanted to do extra things and have extra requirements.

Mr. Hellman asked if he was referring to the Special Use Permit Process they applied to the previous year.

Mayor Stear replied it was already in 3 parcels. He asked how they got to where they were.

Mr. Hellman explained the previous year they came in for a Special Use Permit for 1 triplex. Following the public hearings, which were for a special use permit that went to Planning & Zoning and was approved, there was a lot of distaste with the community around the area. They came back through with a preliminary plat because this lot was only half of an acre so in order to get their 3 buildable lots, they were dividing it into 3 lots. It was part of the amendable Kuna Orchard tracts. They were re-subdividing to create 3 separate buildable lots. The driveway and the landscaping were all a part of the proposed 3 lots except they were all easements that would be maintained by the people living within the subdivision.

Mayor Stear asked about the owner keeping the entrance and the driveway so it would be separate from the properties.

Mr. Hellman replied the owner had a condition as the developer for the first year of the landscaping that they keep the rights to the landscaping to maintain it. After that it went to the mini HOA they were creating. The driveway was again a part of what was developer maintained and once the year passed it would also go into the hands of the HOA. The driveway was crossing all 3 lots and a part of all 3 lots just separated by an easement.

Mayor Stear clarified it was similar to the way most subdivisions were done.

Council President Buban-Vonder Haar stated it was common area.

Mayor Stear thanked Mr. Hellman.

Council President Buban-Vonder Haar appreciated that folks came and testified. They didn't always get people coming to provide input on their decisions so it was always appreciated when people did take that time. She wanted to make sure they knew they heard what they said but also to explain why some of the concerns they had were not things Council had the authority to fix or interfere with. In terms of where the property line was, they did not have the ability to order them to give up a portion of their property. Certainly they would have the ability to negotiate if they wanted to try to purchase that if they were willing to do any sort of the adjustment. It sounded like, based on the layout, that might not be an option but Council's hands were tied in that regard. The property lines were wherever the deeds said they were. With regard to the driveway and the tree, they were items that were on another person's property and Council did not have the ability to say they couldn't use that

part of their property for the benefit of somebody else. In terms of the access, the streets being narrow and so forth, ACHD had to approve how the streets were maintained including the access to this. She knew in the packet it mentioned needing to improve Park and add sidewalk, curb, and gutter. To the extent the roads were insufficient at that point, she was hopeful they would be happier with how they looked and some of those narrowness concerns were addressed. Besides that, they were asking for a rezone and density that still complied with the overall zoning that was already on the property. In that regard, she wasn't sure what authority they would have to say they couldn't use it that way. She asked if anyone else had thoughts or feedback.

Mayor Stear asked about 1 of the site-specific conditions of approval. He read, "Provide written fire departmental approval for reduced access to the site via Cedar Avenue" and asked if that was something that had to be done ahead of time or if they had to have a letter from the fire department before they could build.

Mr. Hellman asked if that was from ACHD.

Mayor Stear replied that was ACHD.

Mr. Hellman explained it would be before they could get their final plat recorded. Since there were roadway improvements they didn't qualify for the short plat, the pre-plat/final plat combo, so before the plat could be recorded, they would have to get approval from the fire department to see if they were wide enough.

Council President Buban-Vonder Haar stated her preference not to proceed to close the evidence presentation before proceeding to deliberation because they have had to reopen so many evidence presentations when doing it that way.

Mayor Stear agreed.

Council President Buban-Vonder Haar said everything appeared to comply with Kuna City Code and met all the relevant portions of the comp plan.

Mayor Stear disclosed his brother owned the property directly to the south of this property. It would not affect his decision making so he would not abstain. He just wanted it on the record.

Council President Buban-Vonder Haar moved to approve Case No. 18-09-S (Preliminary Plat) with the conditions of approval as listed, close the public hearing, and direct staff to prepare Findings of Fact, Conclusions of Law and Order of Decision for approval by Council on the next Council Meeting Consent Agenda. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza was absent.

7. Business Items:

A. 2019 Grange Month Proclamation – Mayor Stear
(Timestamp 00:22:58)

Mayor Stear read the proclamation and mentioned the Grange suffered a big loss recently with the loss of Don Johnson. He was a staple in the community and the Grange. He would certainly be missed.

Council President Buban-Vonder Haar stated they were having the Grange Month Program that Thursday night at 6:30 at the Grange Hall and a little birdie told her someone up there would be recognized and it wasn't her. Everyone was invited and there would be refreshments.

B. Consideration to approve 19-01-TE (Time Extension) – Jace Hellman, Planner II
ACTION ITEM
(Timestamp 00:26:50)

B&A Engineers is requesting time extension approval for the Caspian Subdivision Preliminary Plat (Ada County Assessor Parcel Nos. S1235346610, R848870305, S1235449215, S1235347051 and S1235438411).

Planner II Jace Hellman presented the request and stood for questions.

Council Member Christensen confirmed this extension would reset the 2-year period.

Mr. Hellman replied that was correct. It would reset the 2-year timeclock. That didn't mean they would take the 2 years to get it done. It just meant that if they didn't hit the 2 years then their pointer plat expired and they would come back to Public Hearing.

Council President Buban-Vonder Haar stated as noted in the packet there seemed to be good cause for the extension.

Council President Buban-Vonder Haar moved to approve Case No. 19-01-TE (Time Extension). Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza was absent.

City Attorney Bill Gigray request Council rescind the motion and make a new motion that included direction for staff to prepare Findings of Fact, Conclusions of Law and Order of Decision for approval by Council on the next Council Meeting Consent Agenda.

Council President Buban-Vonder Haar moved to rescind her last motion. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza was absent.

Council President Buban-Vonder Haar moved to approve Case No. 19-01-TE (Time Extension) and direct staff to prepare Findings of Fact, Conclusions of Law and Order of Decision for approval by Council on the next Council Meeting Consent Agenda. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza was absent.

8. Ordinances:

A. Consideration to approve Ordinance No. 2019-09 ACTION ITEM
(Timestamp 00:32:30)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

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

Consideration to waive three readings
Consideration to approve ordinance

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-09. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza was absent.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-09. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson

Voting No: None
Absent: Council Member Cardoza
Motion carried 3-0-1.

B. Consideration to approve Ordinance No. 2019-10 ACTION ITEM
(Timestamp 00:32:52)

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1418120755 OWNED BY JRL PROPERTIES LLC AND S1418121130 OWNED BY JRL PROPERTIES LP SITUATED WITHIN THE UNICORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- RESPECTIVELY ESTABLISHING R-8 ZONING DISTRICT CLASSIFICATION OF SAID REAL PROPERTIES; AND
- AMENDING THE OFFICIAL ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve ordinance

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2019-10. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Cardoza was absent.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-10. Seconded by Council Member McPherson. Approved by the following roll call vote:
Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson
Voting No: None
Absent: Council Member Cardoza
Motion carried 3-0-1.

9. Mayor/Council Announcements:

(Timestamp 00:35:41)

Council Member McPherson reminded everyone that Saturday was Kuna Clean Up Day and it was also the Easter Egg Hunt at the High School.

City Clerk Chris Engels reminded everyone the website would change over to the new site that Thursday at 1:00 P.M. Staff would spend the week get everything updated and checking for glitches. The big "Ta-Dah" would be about May 1, 2019.

Public Works Director Bob Bachman shared the rate study was complete and they wanted to go over it with Council at a workshop. They would send some ideas on that and look for their responses. They would accommodate Council's schedules as best as possible.

Economic Development Director Lisa Holland updated Council on plans for workshops on tools for Economic Development. She would be working with JUB to come in for a third-party workshop. She needed to find a date that worked for all of them and then they could get it set up. They were aiming for a 1 ½ to 2-hour workshop.

Parks Director Bobby Withrow gave an update on the Splash Pad. They were looking good for Memorial Day. They spoke with Idaho Power who should be working with them on getting the extra service hopefully by the end of the week. Next week they would put all the toys up on the splash pad.

City Attorney Bill Gigray updated Council on House Bill 217 which was signed by the Governor on April 9, 2019 and would become law.

10. Executive Session:

None

11. Adjournment: **6:40 P.M.**

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 05.07.2019

CITY OF KUNA
751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5274
Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET

April 16, 2019 – City Council Public Hearing

Case Name: 18-09-S (Preliminary Plat) – Sapphire Ranch Sub.

Case Type: Victor Clark requests to subdivide approximately 0.508-acres into three (3) single family buildable lots. The subject site is located on West Park Avenue, Kuna, ID 83634, within Section 23, Township 2 North, Range 1 West; (APN# R5070002532).

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

IN FAVOR	NEUTRAL	IN OPPOSITION
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☒ Testify ☐ Not Testify
Print Name	Print Name	Print Name: Glenda Sanders
Print Address	Print Address	Print Address: 260 Cedar Ave
City State, Zip	City State, Zip	City State, Zip: Kuna ID 83634
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☒ Testify ☐ Not Testify
Print Name	Print Name	Print Name: Jeff Marler
Print Address	Print Address	Print Address: 260 Cedar Ave
City State, Zip	City State, Zip	City State, Zip: Kuna ID 83634
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip

IN FAVOR	NEUTRAL	IN OPPOSITION
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/12/2019-5/2/2019

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A.M.E. ELECTRIC, INC.												
1210	A.M.E. ELECTRIC, INC.	190502		TROUBLESHOOT WELL#6 HARMONIC FILTER. INSTALLED A NEW CONTACTOR, M. DAVILA, APR. '19	04/12/2019	742.95	.00	20-6150 M & R - SYSTEM	0	4/19		
Total 190502:						742.95	.00					
1210	A.M.E. ELECTRIC, INC.	190590		TROUBLESHOOT TOMORROW P.I. PUMP STATION NOT STARTING, CORRECTED PROGRAMMING, R. JONES, APR. '19	04/24/2019	170.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total 190590:						170.00	.00					
Total A.M.E. ELECTRIC, INC.:						912.95	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0529907	8365	MECHANICAL APPROVAL STAMP, J.COULTER, APR. '19	04/17/2019	21.27	.00	01-6165 OFFICE SUPPLIES	1005	4/19		
Total 0529907:						21.27	.00					
Total ABC STAMP, SIGNS & AWARDS:						21.27	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15426		SHOP RENT FOR MAY 2019 - PARKS	04/17/2019	148.50	.00	01-6211 RENT- BUILDINGS & LAND	1004	4/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15426		SHOP RENT FOR MAY 2019 - WATER	04/17/2019	126.00	.00	20-6211 RENT- BUILDINGS & LAND	0	4/19		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15426		SHOP RENT FOR MAY 2019 - SEWER	04/17/2019	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15426		SHOP RENT FOR MAY 2019 - P.I.	04/17/2019	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	4/19		
Total 15426:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	04122019ACP		PROSECUTORIAL SERVICES FOR MAY 2019	04/12/2019	4,630.83	.00	01-6203 PROSECUTORIAL SERVICES	0	4/19		
Total 04122019ACPA:						4,630.83	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,630.83	.00					
AFFORDABLE TRANSMISSION & AUTO REPAIR												
1780	AFFORDABLE TRANSMISSION & AUTO REPAIR	12648	8429	SMOG TEST ON TRUCK 10, PARKS, S. HOWELL, APR. '19	04/29/2019	13.50	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	5/19		
Total 12648:						13.50	.00					
Total AFFORDABLE TRANSMISSION & AUTO REPAIR:						13.50	.00					
A-GEM SUPPLY												
1709	A-GEM SUPPLY	226105	8419	24 UPC REPLACEMENT BATTERIES FOR TREATMENT PLANT AND LIFT STATIONS, T. SHAFFER, APR. '19	04/26/2019	587.34	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 226105:						587.34	.00					
Total A-GEM SUPPLY:						587.34	.00					
AGNEW BECK CONSULTING, INC.												
1883	AGNEW BECK CONSULTING, INC.	7832		KUNA COMP PLAN, 3/1/19-3/31/19	04/05/2019	1,253.75	.00	01-6202 PR0FESSI0NAL SERVICES	1003	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 7832:						1,253.75	.00					
Total AGNEW BECK CONSULTING, INC.:						1,253.75	.00					
ASTRA INDUSTRIAL SERVICES, INC												
1215	ASTRA INDUSTRIAL SERVICES, INC	00166921		BACKFLOW REPAIR AT WEST WELL AND FREIGHT, FARM, T. FLEMING, APR. '19	04/01/2019	493.50	493.50	21-6090 FARM EXPENDITURES	0	4/19	04/19/2019	
Total 00166921:						493.50	493.50					
Total ASTRA INDUSTRIAL SERVICES, INC:						493.50	493.50					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126904596	8327	PACK OF SHOP TOWELS, AND 2 PACKS OF ABSORPTION MATS, M. NADEAU, APR. '19	04/09/2019	20.97	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 4126904596:						20.97	.00					
Total AUTOZONE, INC.:						20.97	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	6347	8204	PROPANE FOR THE WEED BURNER AT THE FARM, R.WARWICK, MAR.'19	03/14/2019	625.49	625.49	21-6090 FARM EXPENDITURES	0	4/19	04/12/2019	
Total 6347:						625.49	625.49					
Total BIG SKY RENTALS LLC:						625.49	625.49					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	B 065769	8062	BATTERY CHARGER FOR OVERHEAD CHAIN REMOTE, PLUS FREIGHT ESTIMATE, PROCESS BUILDING, M. NADEAU, MAR. '19	03/15/2019	310.05	310.05	21-6140 MAINT & REPAIR BUILDING	0	4/19	04/19/2019	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total B 065769:						310.05	310.05					
Total BOISE RIGGING SUPPLY:						310.05	310.05					
BUYWYZ LLC												
1795	BUYWYZ LLC	136357	8337	TRASH BAGS FOR THE PLANT, APR.'19	04/10/2019	6.30	.00	20-6025 JANITORIAL	0	4/19		
1795	BUYWYZ LLC	136357	8337	TRASH BAGS FOR THE PLANT, APR.'19	04/10/2019	6.30	.00	21-6025 JANITORIAL	0	4/19		
1795	BUYWYZ LLC	136357	8337	TRASH BAGS FOR THE PLANT, APR.'19	04/10/2019	2.39	.00	25-6025 JANITORIAL	0	4/19		
1795	BUYWYZ LLC	136357	8337	BOX OF PRONG FASTENERS, AND 2 BOXES OF COPIER PAPER, APR.'19 - P & Z	04/10/2019	84.35	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
1795	BUYWYZ LLC	136357	8337	MANILA INTERIOR FOLDERS, HANGING FILE FOLDERS, AND 3 PACKS OF HIGHLIGHTERS, STOCK-CITY HALL, APR.'19	04/10/2019	16.37	.00	01-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136357	8337	MANILA INTERIOR FOLDERS, HANGING FILE FOLDERS, AND 3 PACKS OF HIGHLIGHTERS, STOCK-CITY HALL, APR.'19	04/10/2019	5.84	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
1795	BUYWYZ LLC	136357	8337	MANILA INTERIOR FOLDERS, HANGING FILE FOLDERS, AND 3 PACKS OF HIGHLIGHTERS, STOCK-CITY HALL, APR.'19	04/10/2019	15.19	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136357	8337	MANILA INTERIOR FOLDERS, HANGING FILE FOLDERS, AND 3 PACKS OF HIGHLIGHTERS, STOCK-CITY HALL, APR.'19	04/10/2019	15.19	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136357	8337	MANILA INTERIOR FOLDERS, HANGING FILE FOLDERS, AND 3 PACKS OF HIGHLIGHTERS, STOCK-CITY HALL, APR.'19	04/10/2019	5.84	.00	25-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136357	8337	BOX OF KLEENEX, AND 3 BOXES OF GLOVES, APR.'19 - PARKS	04/10/2019	42.52	.00	01-6025 JANITORIAL	1004	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 136357:						200.29	.00					
1795	BUYWYZ LLC	136672	8375	4 PACKS OF KLEENEX AND 2 PACKS OF POST IT NOTES FOR CITY HALL, APR.'19 - ADMIN	04/18/2019	18.04	.00	01-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	4 PACKS OF KLEENEX AND 2 PACKS OF POST IT NOTES FOR CITY HALL, APR.'19 - WATER	04/18/2019	16.75	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	4 PACKS OF KLEENEX AND 2 PACKS OF POST IT NOTES FOR CITY HALL, APR.'19 - SEWER	04/18/2019	16.75	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	4 PACKS OF KLEENEX AND 2 PACKS OF POST IT NOTES FOR CITY HALL, APR.'19 - P.I.	04/18/2019	6.44	.00	25-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	4 PACKS OF KLEENEX AND 2 PACKS OF POST IT NOTES FOR CITY HALL, APR.'19 - P&Z	04/18/2019	6.44	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
1795	BUYWYZ LLC	136672	8375	6 CLIPBOARDS FOR TREATMENT PLANT, APR.'19 - WATER	04/18/2019	6.41	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	6 CLIPBOARDS FOR TREATMENT PLANT, APR.'19 - SEWER	04/18/2019	6.41	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	6 CLIPBOARDS FOR TREATMENT PLANT, APR.'19 - P.I.	04/18/2019	2.45	.00	25-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	3 REAMS OF PAPER FOR P & Z, APR.'19	04/18/2019	26.43	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
1795	BUYWYZ LLC	136672	8375	CLASP ENVELOPES, 1 PK OF AA BATTERIES, 1 PK OF REMOVABLE NOTARY FLAGS, 4 TONER CARTRIDGES, 1 CAN OF AIR FOR CLERKS, APR.'19 - ADMIN	04/18/2019	386.44	.00	01-6165 OFFICE SUPPLIES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	136672	8375	CLASP ENVELOPES, 1 PK OF AA BATTERIES, 1 PK OF REMOVABLE NOTARY FLAGS, 4 CARTRIDGES OF PRINTER TONER, 1 CAN OF AIR FOR CLERKS, APR.'19 - WATER	04/18/2019	9.87	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	CLASP ENVELOPES, 1 PK OF AA BATTERIES, 1 PK OF REMOVABLE NOTARY FLAGS, 4 CARTRIDGES OF PRINTER TONER, 1 CAN OF AIR FOR CLERKS, APR.'19 - SEWER	04/18/2019	9.87	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136672	8375	CLASP ENVELOPES, 1 PK OF AA BATTERIES, 1 PK OF REMOVABLE NOTARY FLAGS, 4 CARTRIDGES OF PRINTER TONER, 1 CAN OF AIR FOR CLERKS, APR.'19 - P.I.	04/18/2019	4.93	.00	25-6165 OFFICE SUPPLIES	0	4/19		
Total 136672:						517.23	.00					
1795	BUYWYZ LLC	136997	8404	2 BLACK INK PRINTER CARTRIDGES, M. BORZICK, APR. 19	04/24/2019	25.28	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
1795	BUYWYZ LLC	136997	8404	2 BLACK INK PRINTER CARTRIDGES, M. BORZICK, APR. 19	04/24/2019	34.97	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136997	8404	2 BLACK INK PRINTER CARTRIDGES, M. BORZICK, APR. 19	04/24/2019	34.97	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136997	8404	2 BLACK INK PRINTER CARTRIDGES, M. BORZICK, APR. 19	04/24/2019	5.86	.00	25-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136997	8404	BOX OF PAPER, HAND SANITIZER, PACKAGE OF PENS, SCOTCH TAPE, JR. LEGAL PADS, CITY HALL, APR. '19	04/24/2019	28.72	.00	01-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136997	8404	BOX OF PAPER, HAND SANITIZER, PACKAGE OF PENS, SCOTCH TAPE, JR. LEGAL PADS, CITY HALL, APR.								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				'19	04/24/2019	26.66	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136997	8404	BOX OF PAPER, HAND SANITIZER, PACKAGE OF PENS, SCOTCH TAPE, JR. LEGAL PADS, CITY HALL, APR. '19	04/24/2019	26.66	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136997	8404	BOX OF PAPER, HAND SANITIZER, PACKAGE OF PENS, SCOTCH TAPE, JR. LEGAL PADS, CITY HALL, APR. '19	04/24/2019	10.25	.00	25-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	136997	8404	BOX OF PAPER, HAND SANITIZER, PACKAGE OF PENS, SCOTCH TAPE, JR. LEGAL PADS, CITY HALL, APR. '19	04/24/2019	10.25	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
1795	BUYWYZ LLC	136997	8404	FILE HOLDER, SMALL INCLINE SORTER, HEAVY DUTY FILE TOTE, SEWER, APR. '19	04/24/2019	124.30	.00	21-6165 OFFICE SUPPLIES	0	4/19		
Total 136997:						327.92	.00					
1795	BUYWYZ LLC	137044	8409	2 BOXED OF PAPER FOR THE TREATMENT PLANT, APR. '19 - WATER	04/25/2019	32.75	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	2 BOXED OF PAPER FOR THE TREATMENT PLANT, APR. '19 - SEWER	04/25/2019	32.75	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	2 BOXED OF PAPER FOR THE TREATMENT PLANT, APR. '19 - P.I.	04/25/2019	12.48	.00	25-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	CANDY FOR CUSTOMERS, AND 2 ENVELOPE MOISTENERS, CITY HALL, APR. '19 - ADMIN	04/25/2019	9.20	.00	01-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	CANDY FOR CUSTOMERS, AND 2 ENVELOPE MOISTENERS, CITY HALL, APR. '19 - WATER	04/25/2019	8.54	.00	20-6165 0FFICE SUPPLIES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	137044	8409	CANDY FOR CUSTOMERS, AND 2 ENVELOPE MOISTENERS, CITY HALL, APR. '19 - SEWER	04/25/2019	8.54	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	CANDY FOR CUSTOMERS, AND 2 ENVELOPE MOISTENERS, CITY HALL, APR. '19 - P.I.	04/25/2019	3.29	.00	25-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	CANDY FOR CUSTOMERS, AND 2 ENVELOPE MOISTENERS, CITY HALL, APR. '19 - P&Z	04/25/2019	3.29	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
1795	BUYWYZ LLC	137044	8409	1 EA REAM OF PAPER FOR CLERKS OFFICE, APR. '19 - ADMIN	04/25/2019	11.65	.00	01-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	1 EA REAM OF PAPER FOR CLERKS OFFICE, APR. '19 - WATER	04/25/2019	.30	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	1 EA REAM OF PAPER FOR CLERKS OFFICE, APR. '19 - SEWER	04/25/2019	.30	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	1 EA REAM OF PAPER FOR CLERKS OFFICE, APR. '19 - P.I.	04/25/2019	.14	.00	25-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	DRY-ERASE KIT, CADDY, DRY ERASE MARKERS, AND ERASER FOR N. STAUFFER, APR. '19 - ADMIN	04/25/2019	5.90	.00	01-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	DRY-ERASE KIT, CADDY, DRY ERASE MARKERS, AND ERASER FOR N. STAUFFER, APR. '19 - WATER	04/25/2019	7.79	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	DRY-ERASE KIT, CADDY, DRY ERASE MARKERS, AND ERASER FOR N. STAUFFER, APR. '19 - SEWER	04/25/2019	7.79	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1795	BUYWYZ LLC	137044	8409	DRY-ERASE KIT, CADDY, DRY ERASE MARKERS, AND ERASER FOR N. STAUFFER, APR. '19 - P.I.	04/25/2019	2.12	.00	25-6165 OFFICE SUPPLIES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 137044:						146.83	.00					
Total BUYWYZ LLC:						1,192.27	.00					
CAMPBELL TRACTOR & IMPLEMENT COMPANY												
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	N20020	8378	MAINTENANCE KIT FOR LAWN MOWER AT TREATMENT PLANT, T. SHAFFER, APR. '19	04/18/2019	47.32	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
Total N20020:						47.32	.00					
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	N20683	8403	DRIVE BELT FOR PARKS GATOR REPAIR, B. GILLOGLY, APR. '19	04/24/2019	120.46	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total N20683:						120.46	.00					
Total CAMPBELL TRACTOR & IMPLEMENT COMPANY:						167.78	.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	8335		ASPHALT PATCH AT 250 ORCHARD AVE, B. BACHMAN, APR. '19 - WATER	04/02/2019	375.00	.00	20-6150 M & R - SYSTEM	0	4/19		
Total 8335:						375.00	.00					
Total CAPITAL PAVING CO:						375.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922917940		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 4/7/19-5/6/19 - ADMIN	04/07/2019	13.54	13.54	01-6255 TELEPH0NE	0	4/19	04/19/2019	
62	CENTURYLINK	208922917940		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 4/7/19-5/6/19 - P&Z	04/07/2019	4.84	4.84	01-6255 TELEPH0NE	1003	4/19	04/19/2019	
62	CENTURYLINK	208922917940		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 4/7/19-5/6/19 - WATER	04/07/2019	12.57	12.57	20-6255 TELEPH0NE EXPENSE	0	4/19	04/19/2019	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
62	CENTURYLINK	208922917940		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 4/7/19-5/6/19 - SEWER	04/07/2019	12.57	12.57	21-6255 TELEPH0NE EXPENSE	0	4/19	04/19/2019	
62	CENTURYLINK	208922917940		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 4/7/19-5/6/19 - P.I.	04/07/2019	4.84	4.84	25-6255 TELEPH0NE EXPENSE	0	4/19	04/19/2019	
Total 208922917940750619:						48.36	48.36					
Total CENTURYLINK:						48.36	48.36					
CITIBANK, N.A.												
1874	CITIBANK, N.A.	200097191	8147	WASHERS, T.FLEMING, MAR.'19	03/05/2019	30.41	30.41	21-6150 M & R - SYSTEM	0	4/19	04/12/2019	
Total 200097191:						30.41	30.41					
Total CITIBANK, N.A.:						30.41	30.41					
CITY OF BOISE												
571	CITY OF BOISE	340		JAN-FEB 2019 CONTRIBUTION FOR ALLUMBAUGH HOUSE	04/09/2019	3,087.00	.00	01-6070 D0NATI0NS EXPENSE	0	4/19		
Total 340:						3,087.00	.00					
571	CITY OF BOISE	356		APRIL-JUNE 2019 CONTRIBUTION FOR ALLUMBAUGH HOUSE	04/09/2019	3,087.00	.00	01-6070 D0NATI0NS EXPENSE	0	4/19		
Total 356:						3,087.00	.00					
Total CITY OF BOISE:						6,174.00	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	K203853	8306	12 EA 3/4" CAST IRON BOTTOMS, 12 EA 3/4" GASKETS, B. BURR, APR. '19	04/05/2019	130.92	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total K203853:						130.92	.00					
63	CORE & MAIN LP	K226212	8306	6 EA 5/8"X3/4" INLET METER NUTS OUTLET, METERS , B. BURR, APR. '19	04/05/2019	1,364.76	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	4/19		
Total K226212:						1,364.76	.00					
63	CORE & MAIN LP	K345941	8306	20" LID AND BOX, METERS , B. BURR, APR. '19	04/05/2019	67.50	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	4/19		
Total K345941:						67.50	.00					
63	CORE & MAIN LP	K369077	8310	10 EA 2" INSERTS, 2 EA BALL CURB, 9 EA VALVE BOX RISERS, 2" ANGLE VALVE, 16 EA 1" ANGLE BALL VALVE, 20 EA COUPLINGS, 25 FT ENGINEERS TAPE, M. SMITH, APR. '19	04/08/2019	4,230.75	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total K369077:						4,230.75	.00					
63	CORE & MAIN LP	K374238	8311	2 EA 3" HYDRANT METERS FOR CONSTRUCTION WATER, B. BURR, APR. '19 - WATER	04/08/2019	1,228.92	.00	20-6166 PP&E PURCHASES OPERATIONS	1057	4/19		
63	CORE & MAIN LP	K374238	8311	2 EA 3" HYDRANT METERS FOR CONSTRUCTION WATER, B. BURR, APR. '19 - SEWER	04/08/2019	1,228.92	.00	21-6166 PP&E PURCHASES - OPERATIONS	1057	4/19		
63	CORE & MAIN LP	K374238	8311	2 EA 3" HYDRANT METERS FOR CONSTRUCTION WATER, B. BURR, APR. '19 - P.I.	04/08/2019	468.16	.00	25-6166 PP&E PURCHASES - OPERATIONS	1057	4/19		
Total K374238:						2,926.00	.00					
63	CORE & MAIN LP	K386826	8361	100 WATER METERS, 20 LIDS, AND 10 RINGS, B.BURR, APR.19	04/17/2019	10,948.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total K386826:						10,948.00	.00					
Total CORE & MAIN LP:						19,667.93	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8101	8329	REPLACED TRANSDUCER IN THE WATER STORAGE TANK AT WELL 9, D.CROSSELY, APR.'19 -WATER	04/09/2019	1,462.88	1,462.88	20-6150 M & R - SYSTEM	0	4/19	04/19/2019	
Total 8101:						1,462.88	1,462.88					
147	CUSTOM ELECTRIC, INC.	8110	8386	PROGRAM LOGISTIC CONTROL PROGRAMMING AT CITY OF KUNA CEDAR WELL HOUSE, D. CROSSLEY, APR. '19	04/19/2019	297.50	.00	20-6150 M & R - SYSTEM	0	4/19		
Total 8110:						297.50	.00					
147	CUSTOM ELECTRIC, INC.	8117		TROUBLESHOOT SOFT START ON BLOWER, TROUBLESHOOT UPS AND SEAL WATER, TESTED SOFT START ON BLOWER AND DETERMINED IT NEEDED REPLACED, REPLACED SOFT START WITH AND EXISTING SOFT START THAT WAS IN THE MCC, T. SHAFFER, APR. '19	04/30/2019	820.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/19		
Total 8117:						820.00	.00					
147	CUSTOM ELECTRIC, INC.	8118		TROUBLESHOOT AND REPAIR MIXER 276-1, TROUBLESHOOT AND REPAIR MIXER, T. SHAFFER. APR. '19	04/30/2019	187.50	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/19		
Total 8118:						187.50	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
147	CUSTOM ELECTRIC, INC.	8119		TROUBLESHOOT AND DETERMINED THE CONDUCTORS BETWEEN THE BASIN MIXER AND THE MCC WERE BAD, FOUND A NEW PATH FOR CONDUCTORS TO MIXER AND PULLED IN NEW CONDUCTORS, 500 #10 THHN COPPER CONDUCTOR, T. SHAFFER, APR. '19	04/30/2019	1,360.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/19		
Total 8119:						1,360.00	.00					
Total CUSTOM ELECTRIC, INC.:						4,127.88	1,462.88					
D & B SUPPLY												
75	D & B SUPPLY	241662001	8395	EXCHANGED 3 WEED EATER HEADS (WRONG SIZE) AND PAID THE PRICE DIFFERENCE, M.MEADE, APR.'19	04/22/2019	6.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 241662001:						6.00	.00					
75	D & B SUPPLY	363744001	8345	HOSE, LOCKING PINS, AND DYE FOR SPRAYER AT FARM, C.DEYOUNG, APR.'19	04/11/2019	116.73	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 363744001:						116.73	.00					
Total D & B SUPPLY:						122.73	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-1831277	8331	330 UNITS OF CHLORINE FOR WELLS, D.CROSSLEY, APR.'19	04/24/2019	751.67	.00	20-6150 M & R - SYSTEM	0	4/19		
Total IN-1831277:						751.67	.00					
Total DUBOIS CHEMICALS INC:						751.67	.00					
ED STAUB & SONS PETROLEUM, INC												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1731	ED STAUB & SONS PETROLEUM, INC	134724T-IN		114.40 GALLONS OF PROPANE, DELIVERED TO SHORTLINE SHOP, APR. '19 - ADMIN	04/15/2019	100.10	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	4/19		
1731	ED STAUB & SONS PETROLEUM, INC	134724T-IN		114.40 GALLONS OF PROPANE, DELIVERED TO SHORTLINE SHOP, APR. '19 - WATER	04/15/2019	40.04	.00	20-6150 M & R - SYSTEM	0	4/19		
1731	ED STAUB & SONS PETROLEUM, INC	134724T-IN		114.40 GALLONS OF PROPANE, DELIVERED TO SHORTLINE SHOP, APR. '19 - SEWER	04/15/2019	40.04	.00	21-6150 M & R - SYSTEM	0	4/19		
1731	ED STAUB & SONS PETROLEUM, INC	134724T-IN		114.40 GALLONS OF PROPANE, DELIVERED TO SHORTLINE SHOP, APR. '19 - P.I.	04/15/2019	20.02	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total 134724T-IN:						200.20	.00					
Total ED STAUB & SONS PETROLEUM, INC:						200.20	.00					
FARWEST LANDSCAPE & GARDEN CENTER INC												
797	FARWEST LANDSCAPE & GARDEN CENTER INC	T1-157750	8286	2" GINKGO TREE, TO REPLACE TREE ON MAIN ST, J. MORFIN, APR. '19	04/02/2019	544.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total T1-157750:						544.00	.00					
Total FARWEST LANDSCAPE & GARDEN CENTER INC:						544.00	.00					
FATBEAM LLC												
1831	FATBEAM LLC	8541		INTERNET SERVICES FOR MAY 2019 - ADMIN	05/01/2019	95.00	.00	01-6052 CONTRACT SERVICES	0	4/19		
1831	FATBEAM LLC	8541		INTERNET SERVICES FOR MAY 2019 - WATER	05/01/2019	65.00	.00	20-6052 CONTRACT SERVICES	0	4/19		
1831	FATBEAM LLC	8541		INTERNET SERVICES FOR MAY 2019 - SEWER	05/01/2019	65.00	.00	21-6052 C0NTRACT SERVICES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1831	FATBEAM LLC	8541		INTERNET SERVICES FOR MAY 2019 - P.I.	05/01/2019	25.00	.00	25-6052 C0NTRACT SERVICES	0	4/19		
Total 8541:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0708314	8289	MULTIPLE PARTS FOR THE FLOW METERS INSTALLATION AT THE FARM, T. FLEMING, APR. '19	04/02/2019	1,437.28	1,437.28	21-6090 FARM EXPENDITURES	0	4/19	04/19/2019	
Total 0708314:						1,437.28	1,437.28					
219	FERGUSON ENTERPRISES INC	0708918	8281	METER BARRELS FOR STOCK, J. OSBORN, APR. '19	04/01/2019	819.23	819.23	20-6150 M & R - SYSTEM	0	4/19	04/19/2019	
Total 0708918:						819.23	819.23					
219	FERGUSON ENTERPRISES INC	0709050	8312	BRASS BUSHINGS, VALVES, NIPPLES, PRESSURE GAUGES, AND SADDLES, FOR WEST WELL REHAB AT FARM, T. FLEMING, APR. '19	04/03/2019	543.07	543.07	21-6090 FARM EXPENDITURES	1157	4/19	04/19/2019	
Total 0709050:						543.07	543.07					
219	FERGUSON ENTERPRISES INC	0709629	8333	SADDLE AND A PLUG FOR WEST WELL PROJECT, T.FLEMING, APR. '19	04/10/2019	129.07	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	4/19		
Total 0709629:						129.07	.00					
219	FERGUSON ENTERPRISES INC	0710207	8371	CHECK VALVE REPAIR KIT, EFFLUENT 1, T. FLEMING, APR. '19	04/22/2019	1,015.00	.00	21-6150 M & R - SYSTEM	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 0710207:						1,015.00	.00					
219	FERGUSON ENTERPRISES INC	7078702	8272	VALVE FOR THE WATER HEATER AT CITY HALL, S.HOWELL, MAR.'19 - ADMIN	03/29/2019	4.76	4.76	01-6140 MAINT. & REPAIR BUILDING	0	4/19	04/19/2019	
219	FERGUSON ENTERPRISES INC	7078702	8272	VALVE FOR THE WATER HEATER AT CITY HALL, S.HOWELL, MAR.'19 - WATER	03/29/2019	4.41	4.41	20-6140 MAINT. & REPAIR BUILDING	0	4/19	04/19/2019	
219	FERGUSON ENTERPRISES INC	7078702	8272	VALVE FOR THE WATER HEATER AT CITY HALL, S.HOWELL, MAR.'19 - SEWER	03/29/2019	4.42	4.42	21-6140 MAINT & REPAIR BUILDING	0	4/19	04/19/2019	
219	FERGUSON ENTERPRISES INC	7078702	8272	VALVE FOR THE WATER HEATER AT CITY HALL, S.HOWELL, MAR.'19 - P&Z	03/29/2019	1.70	1.70	01-6140 MAINT. & REPAIR BUILDING	1003	4/19	04/19/2019	
219	FERGUSON ENTERPRISES INC	7078702	8272	VALVE FOR THE WATER HEATER AT CITY HALL, S.HOWELL, MAR.'19 - P.I.	03/29/2019	1.70	1.70	25-6140 MAINT & REPAIR BUILDING	0	4/19	04/19/2019	
Total 7078702:						16.99	16.99					
Total FERGUSON ENTERPRISES INC:						3,960.64	2,816.57					
GROUND INNOVATIONS LLC												
1917	GROUND INNOVATIONS LLC	1495		CONCRETE DEMO AND REMOVAL, CONCRETE PREP AND POUR, STEPS PREP AND POUR (3-2' WIDE STEPS), LANDING/RAMP PREP AND POUR FOR PARKS ORCHARD HOUSE, PARKS, MAR. '19	03/30/2019	17,166.18	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
Total 1495:						17,166.18	.00					
Total GROUND INNOVATIONS LLC:						17,166.18	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	I5105554		25' ENGINEERS TAPE MEASURE, 1 EA WEDGE GATE VALVE, 1 EA 6"X4" FL TEE, 3 EA 6" GASKETS AND T-BOLT SET,								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				2 EA GLANDS, 1 EA 4" SLEEVE, 2 EA 4" GASKET AND T-BOLT SETS, 2 EA 4" GLANDS, 1 EA RING GASKET W/BOLT & NUT SET, B.WITHROW, APR.'19	04/08/2019	939.75	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total I5105554:						939.75	.00					
Total H.D. FOWLER COMPANY:						939.75	.00					
HACH COMPANY												
157	HACH COMPANY	11413157	8308	PHOSPHATE, SENSOR CAP, PIPET TIPS, T. SHAFFER, APR. '19	04/05/2019	1,573.15	1,573.15	21-6152 M & R - LABORATORY COSTS	0	4/19	04/19/2019	
Total 11413157:						1,573.15	1,573.15					
Total HACH COMPANY:						1,573.15	1,573.15					
IDAHO DEPARTMENT OF LABOR												
179	IDAHO DEPARTMENT OF LABOR	04242019IDOL		Q1/2019 UNEMPLOYMENT INSURANCE, APR.'19	04/24/2019	2,070.00	.00	01-6280 UNEMPL0YMENT EXPENSES	0	4/19		
Total 04242019IDOL:						2,070.00	.00					
Total IDAHO DEPARTMENT OF LABOR:						2,070.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - ADMIN	04/24/2019	405.54	.00	01-6290 UTILITIES	0	4/19		
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - P&Z	04/24/2019	31.87	.00	01-6290 UTILITIES	1003	4/19		
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - SENIOR CENTER	04/24/2019	289.68	.00	01-6290 UTILITIES	1001	4/19		
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - STREET LIGHTS	04/24/2019	6,898.00	.00	01-6290 UTILITIES	1002	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - PARKS	04/24/2019	845.41	.00	01-6290 UTILITIES	1004	4/19		
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - WATER	04/24/2019	9,235.91	.00	20-6290 UTILITIES EXPENSE	0	4/19		
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - P.I.	04/24/2019	949.57	.00	25-6290 UTILITIES EXPENSE	0	4/19		
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - SEWER	04/24/2019	22,176.48	.00	21-6290 UTILITIES EXPENSE	0	4/19		
38	IDAHO POWER CO	04242019I		ELECTRIC SERVICE FOR APRIL 2019 - FARM	04/24/2019	1,417.51	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 04242019I:						42,249.97	.00					
Total IDAHO POWER CO:						42,249.97	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1159312	8334	AD#1888147, LEGAL NOTICE, POLICE CAPITAL IMPROVEMENTS PLAN PUBLIC HEARING, A. WELKER, APR. '19	04/17/2019	128.32	.00	01-6125 LEGAL PUBLICATI0NS	0	4/19		
1802	IDAHO PRESS TRIBUNE, LLC	1159312	8293	AD#1886272, LEGAL PUBLICATION, 18-07-AN & 18-05-ZC - BODAHL/STEINER ANNEXATION, S.WEIGER, APR. '19	04/17/2019	53.10	.00	01-6125 LEGAL PUBLICATI0NS	1003	4/19		
Total 1159312:						181.42	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1159814	8372	AD#1891836, LEGAL NOTICE, ORDINANCE 2019-10, A.WELKER, APR.'19	04/24/2019	427.02	.00	01-6125 LEGAL PUBLICATI0NS	0	4/19		
1802	IDAHO PRESS TRIBUNE, LLC	1159814	8372	AD#1891850, LEGAL NOTICE, ORDINANCE 2019-09, A.WELKER, APR.'19	04/24/2019	169.74	.00	25-6125 LEGAL PUBLICATI0NS	0	4/19		
Total 1159814:						596.76	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
	Total IDAHO PRESS TRIBUNE, LLC:					778.18	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S9083148		NEW EMPLOYEE FINGERPRINTING, S.MORFIN, APR.'19 - CLERKS	04/09/2019	33.25	.00	01-6202 PR0FESSI0NAL SERVICES	0	4/19		
	Total S9083148:					33.25	.00					
1509	IDAHO STATE POLICE	S9090297		SOLICITOR FEDERAL BACKGROUND INVESTIGATION, C.SMITH, APR.'19	04/09/2019	33.25	.00	01-2075 UNEARNED REVENUE	0	4/19		
	Total S9090297:					33.25	.00					
1509	IDAHO STATE POLICE	S9091804		SOLICITOR FEDERAL BACKGROUND INVESTIGATION, F.LOZANO, APR.'19	04/09/2019	33.25	.00	01-2075 UNEARNED REVENUE	0	4/19		
	Total S9091804:					33.25	.00					
	Total IDAHO STATE POLICE:					99.75	.00					
IDAHO TOOL & EQUIPMENT, INC.												
1667	IDAHO TOOL & EQUIPMENT, INC.	146068500010	8346	ANGLE ATTACHMENT, MILWAUKEE BATTERY CHARGER, 2 WRENCH SETS, RECIPROCRATING SAW, 2 PK MILWAUKEE BATTERIES, IMPACT DRILL, GRINDER, CHUCK KEY, SCREWDRIVER SET, T. FLEMING, APR. '19 - WATER	04/11/2019	1,034.50	.00	20-6175 SMALL TOOLS	0	4/19		
1667	IDAHO TOOL & EQUIPMENT, INC.	146068500010	8346	ANGLE ATTACHMENT, MILWAUKEE BATTERY CHARGER, 2 WRENCH SETS, RECIPROCRATING SAW, 2 PK MILWAUKEE BATTERIES, IMPACT DRILL, GRINDER, CHUCK KEY, SCREWDRIVER SET, T. FLEMING, APR. '19 -								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				SEWER	04/11/2019	860.10	.00	21-6175 SMALL TOOLS	0	4/19		
1667	IDAHO TOOL & EQUIPMENT, INC.	146068500010	8346	ANGLE ATTACHMENT, MILWAUKEE BATTERY CHARGER, 2 WRENCH SETS, RECIPROCRATING SAW, 2 PK MILWAUKEE BATTERIES, IMPACT DRILL, GRINDER, CHUCK KEY, SCREWDRIVER SET, T. FLEMING, APR. '19 - P.I.	04/11/2019	258.62	.00	25-6175 SMALL TOOLS	0	4/19		
Total 1460685000101:						2,153.22	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						2,153.22	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	113622		3 CONFIDENTIAL SUPPORT TICKETS, LABOR OVER AND ABOVE PRO-ACTION VISIT, JOE SNOW, 4/9, 4/12, APR. '19	04/14/2019	648.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/19		
Total 113622:						648.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	113700		PRO-ACTION SERVICE AND MAINTENANCE FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES, 5/1/2019-5/31/2019 - ADMIN	04/15/2019	305.04	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113700		PRO-ACTION SERVICE AND MAINTENANCE FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES, 5/1/2019-5/31/2019 - WATER	04/15/2019	283.25	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113700		PRO-ACTION SERVICE AND MAINTENANCE FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES, 5/1/2019-5/31/2019 - SEWER	04/15/2019	283.25	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1595	INTEGRINET SOLUTIONS, INC.	113700		PRO-ACTION SERVICE AND MAINTENANCE FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES, 5/1/2019-5/31/2019 - P&Z	04/15/2019	108.94	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	4/19		
1595	INTEGRINET SOLUTIONS, INC.	113700		PRO-ACTION SERVICE AND MAINTENANCE FOR SERVER AND NETWORK MAINTENANCE AND ADMINISTRATION AS WELL AS ONSITE SERVICES, 5/1/2019-5/31/2019 - P.I.	04/15/2019	108.94	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
Total 113700:						1,089.42	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,737.42	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196031		NATURAL GAS CONSUMPTION AT THE SENIOR CENTER, 3/12/19-4/10/19	04/11/2019	251.42	251.42	01-6290 UTILITIES	1001	4/19	04/19/2019	
Total 4821351960312041019:						251.42	251.42					
37	INTERMOUNTAIN GAS CO	482327707031		NATURAL GAS CONSUMPTION AT PARKS HOUSE OFFICE, 3/12/19 - 4/9/19	04/11/2019	30.14	30.14	01-6290 UTILITIES	1004	4/19	04/19/2019	
Total 4823277070312040919:						30.14	30.14					
37	INTERMOUNTAIN GAS CO	482634665031		NATURAL GAS CONSUMPTION AT CITY HALL, 3/12/19-4/10/19 - ADMIN	04/11/2019	52.06	52.06	01-6290 UTILITIES	0	4/19	04/19/2019	
37	INTERMOUNTAIN GAS CO	482634665031		NATURAL GAS CONSUMPTION AT CITY HALL, 3/12/19-4/10/19 - WATER	04/11/2019	48.34	48.34	20-6290 UTILITIES EXPENSE	0	4/19	04/19/2019	
37	INTERMOUNTAIN GAS CO	482634665031		NATURAL GAS CONSUMPTION AT CITY HALL, 3/12/19-4/10/19 - SEWER	04/11/2019	48.34	48.34	21-6290 UTILITIES EXPENSE	0	4/19	04/19/2019	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
37	INTERMOUNTAIN GAS CO	482634665031		NATURAL GAS CONSUMPTION AT CITY HALL, 3/12/19-4/10/19 - P.I.	04/11/2019	18.59	18.59	25-6290 UTILITIES EXPENSE	0	4/19	04/19/2019	
37	INTERMOUNTAIN GAS CO	482634665031		NATURAL GAS CONSUMPTION AT CITY HALL, 3/12/19-4/10/19 - P&Z	04/11/2019	18.59	18.59	01-6290 UTILITIES	1003	4/19	04/19/2019	
Total 4826346650312041019:						185.92	185.92					
Total INTERMOUNTAIN GAS CO:						467.48	467.48					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	04052019-041		SANITATION RECEIPT TRANSFER, 4/5-11/19	04/12/2019	61,191.47	61,191.47	26-7000 SOLID WASTE SERVICE FEES	0	4/19	04/12/2019	
230	J & M SANITATION, INC.	04052019-041		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 4/5-11/19	04/12/2019	-6,045.72	-6,045.72	01-4170 FRANCHISE FEES	0	4/19	04/12/2019	
Total 04052019-04112019:						55,145.75	55,145.75					
230	J & M SANITATION, INC.	04122019-041		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 04/12/2019-04/18/2019	04/19/2019	-6,958.85	-6,958.85	01-4170 FRANCHISE FEES	0	4/19	04/19/2019	
230	J & M SANITATION, INC.	04122019-041		SANITATION RECEIPT TRANSFER, 04/12/2019-04/18/2019	04/19/2019	70,433.68	70,433.68	26-7000 SOLID WASTE SERVICE FEES	0	4/19	04/19/2019	
Total 04122019-04182019:						63,474.83	63,474.83					
230	J & M SANITATION, INC.	04192019-042		SANITATION RECEIPT TRANSFER, 04/19/2019-04/25/2019	04/26/2019	17,647.38	17,647.38	26-7000 SOLID WASTE SERVICE FEES	0	4/19	04/26/2019	
230	J & M SANITATION, INC.	04192019-042		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 04/19/2019-04/25/2019	04/26/2019	-1,743.56	-1,743.56	01-4170 FRANCHISE FEES	0	4/19	04/26/2019	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 04192019-04252019:						15,903.82	15,903.82					
Total J & M SANITATION, INC.:						134,524.40	134,524.40					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3099768		BANK FEES, APR. '19 - ADMIN	04/01/2019	33.61	.00	01-6505 BANK FEES	0	4/19		
1328	JACK HENRY & ASSOCIATES, INC.	3099768		BANK FEES, APR. '19 - WATER	04/01/2019	31.22	.00	20-6505 BANK FEES	0	4/19		
1328	JACK HENRY & ASSOCIATES, INC.	3099768		BANK FEES, APR. '19 - SEWER	04/01/2019	31.22	.00	21-6505 BANK FEES	0	4/19		
1328	JACK HENRY & ASSOCIATES, INC.	3099768		BANK FEES, APR. '19 - P.I.	04/01/2019	12.01	.00	25-6505 BANK FEES	0	4/19		
1328	JACK HENRY & ASSOCIATES, INC.	3099768		BANK FEES, APR. '19 - P & Z	04/01/2019	12.01	.00	01-6505 BANK FEES	1003	4/19		
Total 3099768:						120.07	.00					
Total JACK HENRY & ASSOCIATES, INC.:						120.07	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	214112-007-00		PROFESSIONAL SERVICES FROM 3/1-3/31/2019, KUNA - LAGOONS 2 & 5 SEEPAGE TEST	04/05/2019	4,830.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1183	4/19		
Total 214112-007-0000003:						4,830.00	.00					
429	KELLER ASSOCIATES, INC.	217070-000-00		PROFESSIONAL SERVICES FROM 3/1-3/31/2019. KUNA - ORCHARD REGIONAL LIFT STATION PROJECT (2017), FINAL	04/10/2019	2,665.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1104	4/19		
Total 217070-000-0000021 F:						2,665.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total KELLER ASSOCIATES, INC.:						7,495.00	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	751		FIBER OPTIC LEASE FOR APRIL 2019 - ADMIN	04/25/2019	84.00	.00	01-6255 TELEPH0NE	0	4/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	751		FIBER OPTIC LEASE FOR APRIL 2019 - P & Z	04/25/2019	30.00	.00	01-6255 TELEPH0NE	1003	4/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	751		FIBER OPTIC LEASE FOR APRIL 2019 - WATER	04/25/2019	78.00	.00	20-6255 TELEPH0NE EXPENSE	0	4/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	751		FIBER OPTIC LEASE FOR APRIL 2019 - SEWER	04/25/2019	78.00	.00	21-6255 TELEPH0NE EXPENSE	0	4/19		
199	KUNA JT. SCHOOL DISTRICT NO. 3	751		FIBER OPTIC LEASE FOR APRIL 2019 - P.I	04/25/2019	30.00	.00	25-6255 TELEPH0NE EXPENSE	0	4/19		
Total 751:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A106139	8336	CHAIN, AND 4 PLUGS FOR BACKLOW AT BERNIE FISHER PARK, J. MORFIN, APR. '19	04/10/2019	21.39	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total A106139:						21.39	.00					
499	KUNA LUMBER	A106159	8344	15 EA T-POSTS, 5 BOXES OF T-POST CLIPS, 1 EA 8" SLIP JOINT PLIERS, AND 100 PC 42" FENCE STAY FOR FENCE REPAIR FROM WRECKS THIS WINTER, 3/4" BALL VALVE FOR SPRAYER, R. WARWICK, APR. '19 - FARM	04/11/2019	231.50	.00	21-6090 FARM EXPENDITURES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total A106159:						231.50	.00					
499	KUNA LUMBER	A106269	8364	HOSE AND CLAMPS FOR SPRAYER AT THE FARM, J. PEREZ, APR.'19	04/16/2019	10.65	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
Total A106269:						10.65	.00					
499	KUNA LUMBER	A106293	8368	KEYHOLE SAW, B.BURR, APR.'19	04/17/2019	8.09	.00	25-6175 SMALL TOOLS	0	4/19		
Total A106293:						8.09	.00					
499	KUNA LUMBER	A106456	8397	SILICON GREASE FOR EFFLUENT PUMP #1 FOR INSTALLING BUSHING, LAGOONS, J.PEREZ, APR.'19	04/23/2019	3.41	.00	21-6150 M & R - SYSTEM	0	4/19		
Total A106456:						3.41	.00					
499	KUNA LUMBER	A106579	8416	DIGGING BAR AND BUSHINGS FOR THE MOWER HITCH, R.WARWICK, APR.'19	04/26/2019	41.45	.00	21-6175 SMALL TOOLS	0	4/19		
Total A106579:						41.45	.00					
499	KUNA LUMBER	B124339	8282	PVC PIPE, PLUG, TEE, COUPLING, AND NIPPLE FOR PI REPAIR, B.BURR, APR.'19	04/01/2019	11.15	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total B124339:						11.15	.00					
499	KUNA LUMBER	B124631	8319	2 EA 3/4" BRASS NIPPLES FOR WEST WELL REHAB, R. WARWICK, APR. '19	04/09/2019	8.08	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	4/19		
Total B124631:						8.08	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	B124669	8332	2 LAG ANCHOR BOLTS AND CHAIN FOR BACKFLOW AT BERNIE FISHER PARK, M.MEADE, APR.'19	04/10/2019	21.32	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total B124669:						21.32	.00					
499	KUNA LUMBER	B124673	8335	3 EA GRINDING WHEELS, 2 EA MOUSE BAIT STATIONS, 3 EA 6" METAL CUTOFF WHEELS, FARM, T. FLEMING, APR. '19	04/10/2019	34.30	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total B124673:						34.30	.00					
499	KUNA LUMBER	B124898	8363	FROST FREE HYDRANT, 3 COUPLINGS, 2 PVC TEE'S, 3 BUSHINGS, 2 HOSE BIBS, AND VALVE BOX, FOR PARK OFFICE, B. BOWEN, APR. '19	04/16/2019	87.81	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
Total B124898:						87.81	.00					
499	KUNA LUMBER	B124922	8367	3 CONTAINERS OF GOPHER & MOLE BAIT FOR LAGOONS RODENT CONTROL, R. DAVILLA, APR. '19	04/17/2019	26.97	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total B124922:						26.97	.00					
499	KUNA LUMBER	B124934	8369	2 EA 1" LOCKING BALL VALVE, 4 EA GALVANIZED NIPPLES, 2 GALVANIZED COUPLINGS, FOR WEED KILLER STORAGE BARRELS, M.MEADE, APR.'19	04/17/2019	71.56	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total B124934:						71.56	.00					
499	KUNA LUMBER	B125043	8388	VACUUM FOR TREATMENT PLANT, M. BORZICK, APR. '19	04/19/2019	39.68	.00	20-6160 MISCELLANE0US EXPENSES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	B125043	8388	VACUUM FOR TREATMENT PLANT, M. BORZICK, APR. '19	04/19/2019	39.69	.00	21-6160 MISCELLANE0US EXPENSES	0	4/19		
499	KUNA LUMBER	B125043	8388	VACUUM FOR TREATMENT PLANT, M. BORZICK, APR. '19	04/19/2019	15.12	.00	25-6160 MISCELLANE0US EXPENSES	0	4/19		
Total B125043:						94.49	.00					
499	KUNA LUMBER	B125526	8434	3 ROLLS 1" MASKING TAPE, 1 ROLL 2" MASKING TAPE, FOR USE AT THE PLANT TO MAKE LABELS, M. NADEAU, APR. '19	04/30/2019	17.06	.00	21-6165 OFFICE SUPPLIES	0	4/19		
Total B125526:						17.06	.00					
Total KUNA LUMBER:						689.23	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	1334	8438	FABRICATION LABOR FOR BERNIE FISHER PARK FENCE REPAIR, B. GILLOGLY, APR. '19	04/17/2019	83.86	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/19		
Total 1334:						83.86	.00					
Total KUNA MACHINE LLC:						83.86	.00					
KUNA WELDING												
46	KUNA WELDING	4887	8338	LABOR AND PARTS TO BUILD 2 LIDS FOR GRAVITY IRRIGATION, J. OSBORN, APR. '19	04/10/2019	366.92	.00	25-6115 MAINT & REPAIR-SYSTEM-GRAVITY	0	4/19		
Total 4887:						366.92	.00					
Total KUNA WELDING:						366.92	.00					
LAYNE OF IDAHO, INC.												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1322	LAYNE OF IDAHO, INC.	17497		WELL VIDEO AFTER CLEANING, DISINFECT COMPONENTS, RECONDITION 250HP PUMP MOTOR WITH NEW (COLUMN PIPE, TUBE AND SHAFT), (SET PUMP AND MOTOR, INCLUDING WIRE AND STARTUP), SEWER, APR. '19	04/09/2019	11,711.00	11,711.00	21-6020 CAPITAL IMPR0VEMENTS	1057	4/19	04/26/2019	
Total 17497:						11,711.00	11,711.00					
Total LAYNE OF IDAHO, INC.:						11,711.00	11,711.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800357902	8340	REPLACEMENT REAR TIRES FOR THE GRASSHOPPER MOWER, PARKS, D.ABBOTT, APR.'19	04/11/2019	70.36	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 12800357902:						70.36	.00					
221	LES SCHWAB TIRES	12800359116	8377	NEW TIRE FOR LAWN MOWER OUT AT TREATMENT PLANT, T. SHAFER, APR. '19	04/18/2019	32.39	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
Total 12800359116:						32.39	.00					
221	LES SCHWAB TIRES	12800361022	8427	LAWN MOWER TIRE REPAIR AT LAGOONS, C. MCDANIEL, APR.'19	04/29/2019	55.79	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
Total 12800361022:						55.79	.00					
Total LES SCHWAB TIRES:						158.54	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR730129		MONTHLY COPYCARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX, SERIAL #C737M540155, SERIAL #C737M540938, CONTRACT								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				BASE RATE CHARGE BILLING PERIOD 04/03/2019-05/02/2019, CONTRACT OVERAGE CHARGE PERIOD 03/03/2019-04/02/2019, APR. '19	04/04/2019	123.22	123.22	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/19	04/26/2019	
1619	LOCAHAN LLC	AR730129		MONTHLY COPYCARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX, SERIAL #C737M540155, SERIAL #C737M540938, CONTRACT BASE RATE CHARGE BILLING PERIOD 04/03/2019-05/02/2019, CONTRACT OVERAGE CHARGE PERIOD 03/03/2019-04/02/2019, APR. '19	04/04/2019	114.43	114.43	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	4/19	04/26/2019	
1619	LOCAHAN LLC	AR730129		MONTHLY COPYCARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX, SERIAL #C737M540155, SERIAL #C737M540938, CONTRACT BASE RATE CHARGE BILLING PERIOD 04/03/2019-05/02/2019, CONTRACT OVERAGE CHARGE PERIOD 03/03/2019-04/02/2019, APR. '19	04/04/2019	114.43	114.43	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19	04/26/2019	
1619	LOCAHAN LLC	AR730129		MONTHLY COPYCARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX, SERIAL #C737M540155, SERIAL #C737M540938, CONTRACT BASE RATE CHARGE BILLING PERIOD 04/03/2019-05/02/2019, CONTRACT OVERAGE CHARGE PERIOD 03/03/2019-04/02/2019, APR. '19	04/04/2019	44.01	44.01	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19	04/26/2019	
1619	LOCAHAN LLC	AR730129		MONTHLY COPYCARE INCLUDING PARTS, LABOR AND TONER, MODEL #MPC4504EX, SERIAL #C737M540155, SERIAL #C737M540938, CONTRACT BASE RATE CHARGE BILLING PERIOD 04/03/2019-05/02/2019, CONTRACT OVERAGE CHARGE PERIOD 03/03/2019-04/02/2019, APR. '19	04/04/2019	44.01	44.01	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	4/19	04/26/2019	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total AR730129:						440.10	440.10					
Total LOCAHAN LLC:						440.10	440.10					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	04222019KD		POSTAGE REIMBURSEMENT, CERTIFIED LETTER, K.DUTRA, APR.'19	04/22/2019	2.85	.00	01-6190 P0STAGE & BILLING	0	4/19		
Total 04222019KD:						2.85	.00					
1849	MISCELLANEOUS VENDORS 2	04292019WH		REIMBURSEMENT FOR PARKING FEES AND MILEAGE TO THE IEDC CONFERENCE AND VARIOUS MEETINGS, W.HOWELL, MAR-APR 2019	04/29/2019	100.71	.00	01-6265 TRAINING & SCH00LING	1003	4/19		
Total 04292019WH:						100.71	.00					
1849	MISCELLANEOUS VENDORS 2	AYAF041519-		REFUND OVERPAYMENT FOR MEADOWVIEW LAND LEASE - 2019 IRRIGATION ASSESSMENT	05/01/2019	14.15	.00	01-4195 RENTAL INCOME	0	4/19		
Total AYAF041519-REFUND:						14.15	.00					
Total MISCELLANEOUS VENDORS 2:						117.71	.00					
MR. MUDD CONCRETE CORP.												
1604	MR. MUDD CONCRETE CORP.	32938		1.75 CUBIC YARDS OF CONCRETE FOR WEST WELL REHAB, THRUST BLOCKS POURED FOR PEDESTAL SUPPORTS, DUCTILE IRON, T. FLEMING, APR. '19	03/13/2019	311.00	.00	21-6020 CAPITAL IMPR0VEMENTS	1157	5/19		
Total 32938:						311.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total MR. MUDD CONCRETE CORP.:						311.00	.00					
NORCO, INC.												
222	NORCO, INC.	30001789307	8307	1 BOTTLE OF WELDING GAS, S.HOWELL, APR.'19 - ADMIN	04/04/2019	28.40	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	4/19		
222	NORCO, INC.	30001789307	8307	1 BOTTLE OF WELDING GAS, S.HOWELL, APR.'19 - WATER	04/04/2019	11.36	.00	20-6150 M & R - SYSTEM	0	4/19		
222	NORCO, INC.	30001789307	8307	1 BOTTLE OF WELDING GAS, S.HOWELL, APR.'19- SEWER	04/04/2019	11.36	.00	21-6150 M & R - SYSTEM	0	4/19		
222	NORCO, INC.	30001789307	8307	1 BOTTLE OF WELDING GAS, S.HOWELL, APR.'19 - PI	04/04/2019	5.68	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total 30001789307:						56.80	.00					
Total NORCO, INC.:						56.80	.00					
PARTS, INC.												
470	PARTS, INC.	187887	8321	PARKS GRASSHOPPER MOWER FUEL FILTER, PARKS, S. HOWELL, APR. '19	04/08/2019	7.97	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 187887:						7.97	.00					
470	PARTS, INC.	187931	8322	3 EA GRASS HOPPER MOWER FUEL LINES, S. HOWELL, APR. '19	04/09/2019	8.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 187931:						8.40	.00					
470	PARTS, INC.	187941	8324	PARKS GRASSHOPPER MOWER FUEL FILTER, PARKS, S. HOWELL, APR. '19	04/09/2019	13.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 187941:						13.33	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
470	PARTS, INC.	188198	8353	2 EA HOSES AND THE HOSE ENDS FOR THE WHEEL LINE, C. MCDANIEL, APR.'19 - FARM	04/12/2019	35.26	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 188198:						35.26	.00					
470	PARTS, INC.	188364	8357	GREEN SPRAY PAINT, CUT OFF WHEEL, B. WITHROW, APR.'19	04/16/2019	20.21	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 188364:						20.21	.00					
470	PARTS, INC.	188368	8360	FUEL TANK SEALER FOR LAGOON BACKHOE, S. HOWELL, APR. '19	04/16/2019	8.29	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
Total 188368:						8.29	.00					
470	PARTS, INC.	188373	8358	IRRIGATION PUMP OIL REPLACEMENT, J. MORFIN, APR. '18	04/16/2019	51.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 188373:						51.99	.00					
470	PARTS, INC.	188447	8370	1 EA FUEL FILTER,2 EA HOSE CLAMPS, 4 EA BARRICADE HOSE, FOR SEWER LAGOON BACKHOE S. HOWEL, APR. '19 - SEWER	04/17/2019	31.19	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
470	PARTS, INC.	188447	8370	1 EA PIN FOR TAILGATE OF DUMP TRUCK, S. HOWEL, APR. '19 - PARKS	04/17/2019	17.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 188447:						49.18	.00					
470	PARTS, INC.	188526	8380	AIR FILTER FOR TRUCK 25, S. HOWELL, APR. '19 - WATER	04/18/2019	17.81	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
470	PARTS, INC.	188526	8380	AIR FILTER FOR TRUCK 25, S. HOWELL, APR. '19 - PI	04/18/2019	4.45	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	4/19		
470	PARTS, INC.	188526	8380	BREAKER BAR, SOCKET DRIVE SIZE ADAPTER 3/4" F X 1/2" M, FOR FLEET SHOP, S. HOWELL, APR. '19 - ADMIN	04/18/2019	39.49	.00	01-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	188526	8380	BREAKER BAR, SOCKET DRIVE SIZE ADAPTER 3/4" F X 1/2" M, FOR FLEET SHOP, S. HOWELL, APR. '19 - WATER	04/18/2019	15.80	.00	20-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	188526	8380	BREAKER BAR, SOCKET DRIVE SIZE ADAPTER 3/4" F X 1/2" M, FOR FLEET SHOP, S. HOWELL, APR. '19 - SEWER	04/18/2019	15.80	.00	21-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	188526	8380	BREAKER BAR, SOCKET DRIVE SIZE ADAPTER 3/4" F X 1/2" M, FOR FLEET SHOP, S. HOWELL, APR. '19 - PI	04/18/2019	7.89	.00	25-6175 SMALL TOOLS	0	4/19		
Total 188526:						101.24	.00					
470	PARTS, INC.	188591	8385	CLUTCH SLAVE CYLINDER FOR TRUCK #5 AT LAGOONS, S. HOWELL, APR. '19 - SEWER	04/19/2019	37.29	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
470	PARTS, INC.	188591	8385	FUEL TANK HOSE AND SWIVEL FOR TRUCK #25, S. HOWELL, APR. '19 - WATER	04/19/2019	80.78	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
470	PARTS, INC.	188591	8385	FUEL TANK HOSE AND SWIVEL FOR TRUCK #25, S. HOWELL, APR. '19 - P.I.	04/19/2019	20.20	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	4/19		
470	PARTS, INC.	188591	8385	CLIP PINS FOR TAILGATE OF DUMP TRUCK, S. HOWELL, APR. '19 - PARKS	04/19/2019	4.69	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	4/19		
Total 188591:						142.96	.00					
470	PARTS, INC.	188734		CREDIT ON A RETURNED CLUTCH CYLINDER, PAID ON								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				INVOICE NO 188591, SEWER TRUCK AT LAGOONS, APR. '19	04/22/2019	-6.56	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/19		
Total 188734:						-6.56	.00					
470	PARTS, INC.	188736	8391	1 EA BRAKE FLUID AND 2 EA GREASE FOR STOCK, M.MEADE, APR.'19 - ADMIN	04/22/2019	18.89	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	4/19		
470	PARTS, INC.	188736	8391	1 EA BRAKE FLUID AND 2 EA GREASE FOR STOCK, M.MEADE, APR.'19 - WATER	04/22/2019	7.55	.00	20-6150 M & R - SYSTEM	0	4/19		
470	PARTS, INC.	188736	8391	1 EA BRAKE FLUID AND 2 EA GREASE FOR STOCK, M.MEADE, APR.'19 - SEWER	04/22/2019	7.55	.00	21-6150 M & R - SYSTEM	0	4/19		
470	PARTS, INC.	188736	8391	1 EA BRAKE FLUID AND 2 EA GREASE FOR STOCK, M.MEADE, APR.'19 - PI	04/22/2019	3.78	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total 188736:						37.77	.00					
470	PARTS, INC.	188747	8393	RATCHET TOOL FOR FLEET SHOP, S. HOWELL, APR. '19 - ADMIN	04/22/2019	6.95	.00	01-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	188747	8393	RATCHET TOOL FOR FLEET SHOP, S. HOWELL, APR. '19 - WATER	04/22/2019	2.78	.00	20-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	188747	8393	RATCHET TOOL FOR FLEET SHOP, S. HOWELL, APR. '19 - SEWER	04/22/2019	2.78	.00	21-6175 SMALL TOOLS	0	4/19		
470	PARTS, INC.	188747	8393	RATCHET TOOL FOR FLEET SHOP, S. HOWELL, APR. '19 - PI	04/22/2019	1.40	.00	25-6175 SMALL TOOLS	0	4/19		
Total 188747:						13.91	.00					
470	PARTS, INC.	188750	8394	3 EA CARBURETOR CLEANER FOR FLEET STOCK, S.								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				HOWELL, APR. '19 - ADMIN	04/22/2019	7.94	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	4/19		
470	PARTS, INC.	188750	8394	3 EA CARBURETOR CLEANER FOR FLEET STOCK, S. HOWELL, APR. '19 - WATER	04/22/2019	3.17	.00	20-6150 M & R - SYSTEM	0	4/19		
470	PARTS, INC.	188750	8394	3 EA CARBURETOR CLEANER FOR FLEET STOCK, S. HOWELL, APR. '19 - SEWER	04/22/2019	3.17	.00	21-6150 M & R - SYSTEM	0	4/19		
470	PARTS, INC.	188750	8394	3 EA CARBURETOR CLEANER FOR FLEET STOCK, S. HOWELL, APR. '19 - PI	04/22/2019	1.59	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total 188750:						15.87	.00					
470	PARTS, INC.	188798		1 EA WATER VAN TRAILER PRESSURE GAUGE, S. HOWELL, APR. '19	04/23/2019	13.91	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	4/19		
Total 188798:						13.91	.00					
470	PARTS, INC.	188834	8398	2 EA COMMERCIAL GRADE CHAIN LINK SHACKLES,ORCHARD HOUSE, M. MEADE, APR. '19	04/23/2019	5.58	.00	40-6020 CAPITAL IMPROVEMENTS	1173	4/19		
Total 188834:						5.58	.00					
470	PARTS, INC.	188888	8401	1 EA BATTERY FOR THE LAWN SWEEPER, S.HOWELL, APR.'19	04/24/2019	98.94	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 188888:						98.94	.00					
470	PARTS, INC.	188911	8402	9 EA BARRICADE HOSES, 1 EA FITTING, 1 EA FUEL PUMP KIT, 1 EA VALVE SERIES 90, 2 EA FUEL FILTERS, 8 EA HOSE CLAMPS, FOR LAWN VACUUM								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				FUEL SYSTEM REPAIR, S. HOWELL, APR. '19	04/24/2019	123.84	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 188911:						123.84	.00					
470	PARTS, INC.	188978	8408	1 EA FUSE AND 1 EA FUSE HOLDER FOR THE LAWN SWEEPER, PARKS, S. HOWELL, APR. '19	04/25/2019	10.64	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total 188978:						10.64	.00					
470	PARTS, INC.	189049	8413	2 EA 1 1/8 LONG COMBO WRENCH M.MEADE, APR.'19	04/26/2019	48.23	.00	01-6175 SMALL TOOLS	1004	4/19		
Total 189049:						48.23	.00					
470	PARTS, INC.	189057	8415	2 EA LINK PINS AND 1 EA LINCH PIN FOR THE BLADE AND MOWER, R. WARWICK, APR. '19	04/26/2019	13.27	.00	21-6175 SMALL TOOLS	0	4/19		
Total 189057:						13.27	.00					
470	PARTS, INC.	189099	8420	FUEL TREATMENT, 1 EA BATTERY AND BATTERY CABLES FOR PARKS DEPT. CAR (FORD TAURUS WAGON), APR.'19	04/26/2019	138.46	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	4/19		
Total 189099:						138.46	.00					
470	PARTS, INC.	189237	8425	WINSHIELD WASHER HOSES FOR THE PARKS DEPT. CAR (FORD TAURUS WAGON), APR.'19	04/29/2019	2.25	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	4/19		
Total 189237:						2.25	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total PARTS, INC.:						954.94	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	946442		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 5/1-31/19 - WATER	05/01/2019	218.28	.00	20-6140 MAINT. & REPAIR BUILDING	0	4/19		
1021	PEAK ALARM COMPANY, INC	946442		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 5/1-31/19 - PI	05/01/2019	54.57	.00	25-6140 MAINT & REPAIR BUILDING	0	4/19		
Total 946442:						272.85	.00					
Total PEAK ALARM COMPANY, INC:						272.85	.00					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	IN103033	8383	4 EA 8 MM CONTROL TUBE, 3 EA 1/8"M X 5/16" BRASS L-CONNECTOR, 3 EA 5/16" X 1/4" BRASS AMIAD CONNECTOR, PI STATIONS, D. CROSSLEY, APR. '19	04/05/2019	82.04	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total IN103033:						82.04	.00					
Total PRECISION PUMPING SYSTEMS:						82.04	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	1336237	8387	4 EA ORBIT MOTORS AND 3 EA ROAD GUARD CLAMPS, ON THE WHEEL LINE HYDROLIC MOTORS FOR THE FARM, J. PEREZ, APR.'19	04/19/2019	1,196.00	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 1336237:						1,196.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
144	RAIN FOR RENT	1338883	8411	4 EA GEARS FOR WHEEL LINES AT THE FARM, R. WARWICK, APR. '19	04/26/2019	112.00	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 1338883:						112.00	.00					
Total RAIN FOR RENT:						1,308.00	.00					
REDCO CONCRETE SOLUTIONS LLC												
1988	REDCO CONCRETE SOLUTIONS LLC	1405	8366	1995 INTERNATIONAL DUMP TRUCK, PARKS, J. MORFIN, APR. '19	04/04/2019	46,000.00	46,000.00	40-6166 PP&E PURCHASES OPERATIONS	1171	4/19	04/19/2019	
Total 1405:						46,000.00	46,000.00					
Total REDCO CONCRETE SOLUTIONS LLC:						46,000.00	46,000.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	U384131		1 EA PARK LIGHT REPLACEMENT ON W. GREENBELT. B BACHMAN, APR. '19	04/16/2019	1,201.45	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total U384131:						1,201.45	.00					
1613	REXEL USA, INC.	U895320	8341	3 EA LIGHT BULBS FOR THE LAGOONS, B. GILLOGLY, APR. '19	04/12/2019	164.90	.00	21-6140 MAINT & REPAIR BUILDING	0	4/19		
Total U895320:						164.90	.00					
Total REXEL USA, INC.:						1,366.35	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	P06138	8354	FUEL FILTER ASSEMBLY FOR GRASSHOPPER MOWER, APR.'19 - PARKS	04/15/2019	49.82	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
478	ROCKY MOUNTAIN TURF & INDUSTRI	P06138	8354	AIR CLEANER BOWL FOR GRASSHOPPER MOWER, APR.'19 - SEWER	04/15/2019	12.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total P06138:						61.82	.00					
478	ROCKY MOUNTAIN TURF & INDUSTRI	P06174	8373	2 SETS OF BLADES FOR JACOBSEN MOWER, S. HOWELL, APR. '19	04/17/2019	453.06	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total P06174:						453.06	.00					
478	ROCKY MOUNTAIN TURF & INDUSTRI	P06224	8399	6 EA LAWNMOWER BLADES FOR THE GRASSHOPPER MOWER AND 1 EA BLADE FOR THE JACOBSON MOWER, S. HOWELL, APR. '19	04/23/2019	198.92	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
Total P06224:						198.92	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						713.80	.00					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	20151	8400	65 EA T-SHIRTS (10 MED, 15 LG, 30 XL, 10 XXXL), 15 CAPS, 4 CREW SHIRTS (XL), ALL WITH EMBROIDERY, APR.'19 - PARKS	04/22/2019	820.50	.00	01-6285 UNIF0RMS	1004	4/19		
Total 20151:						820.50	.00					
Total SALUTE VENTURES INC:						820.50	.00					
SEID CRANE SERVICE, INC												
1766	SEID CRANE SERVICE, INC	11822		2.5 HOUR 40 TON CRANE RENTAL FOR SPLASH PAD FEATURE INSTALL, B. WITHROW, APR. ' 19	04/25/2019	375.00	.00	01-6045 C0NTINGENCY	1067	4/19		
Total 11822:						375.00	.00					
Total SEID CRANE SERVICE, INC:						375.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
SHARP ELECTRONICS CORP -LEASE												
1734	SHARP ELECTRONICS CORP - LEASE	5006125282		COPIER LEASE, MODEL #MX2615N, TREATMENT PLANT, 4/1-30/19 - PARKS	04/05/2019	17.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/19		
1734	SHARP ELECTRONICS CORP - LEASE	5006125282		COPIER LEASE, MODEL # MX2615N, TREATMENT PLANT, 4/1-30/19 - WATER	04/05/2019	27.92	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	4/19		
1734	SHARP ELECTRONICS CORP - LEASE	5006125282		COPIER LEASE, MODEL # MX2615N, TREATMENT PLANT, 4/1-30/19 - SEWER	04/05/2019	34.65	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
1734	SHARP ELECTRONICS CORP - LEASE	5006125282		COPIER LEASE, MODEL # MX2615N, TREATMENT PLANT, 4/1-30/19 - PI	04/05/2019	16.36	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/19		
Total 5006125282:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					
SIMPLOT PARTNERS												
491	SIMPLOT PARTNERS	216040903	8359	GROUND STERILANT FOR WEEDS AT THE TREATMENT PLANT, B.WITHROW, APR.'19	04/17/2019	528.00	.00	21-6140 MAINT & REPAIR BUILDING	0	4/19		
Total 216040903:						528.00	.00					
Total SIMPLOT PARTNERS:						528.00	.00					
SPECIALTY CONSTRUCTION SUPPLY												
780	SPECIALTY CONSTRUCTION SUPPLY	0182752-IN	8423	3 EA PARKING BLOCKS AND 12 EA PARKING BLOCK SPIKES, FOR PATAGONIA IRRIGATION STATION, R. JONES, APR. '19	04/25/2019	164.70	.00	25-6140 MAINT & REPAIR BUILDING	0	4/19		
Total 0182752-IN:						164.70	.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						164.70	.00					
SPECIALTY PLASTICS & FABRICATI, INC.												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1477	SPECIALTY PLASTICS & FABRICATI, INC.	74852	8298	10 PK OF 2" O RINGS FOR LAGOON CHLORINATOR REPAIR, M. NADEAU, APR. '19	04/10/2019	20.29	.00	21-6090 FARM EXPENDITURES	0	4/19		
Total 74852:						20.29	.00					
1477	SPECIALTY PLASTICS & FABRICATI, INC.	74961	8328	2 EA 1/2" PRESSURE RELIEF VALVES FOR THE ALUM SKID, M.NADEAU, APR.'19	04/19/2019	380.51	.00	21-6140 MAINT & REPAIR BUILDING	0	4/19		
Total 74961:						380.51	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						400.80	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	430440572		HEP A/B VACCINATION AND IMMUNIZATIONS, T. RIVERA, MAR. '19 - WATER	03/18/2019	70.34	.00	20-6202 PROFESSIONAL SERVICES	0	4/19		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	430440572		HEP A/B VACCINATION AND IMMUNIZATIONS, T. RIVERA, MAR. '19 - SEWER	03/18/2019	70.34	.00	21-6202 PR0FESSI0NAL SERVICES	0	4/19		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	430440572		HEP A/B VACCINATIONS AND IMMUNIZATIONS, T. RIVERA, MAR. '19 - PI	03/18/2019	26.79	.00	25-6202 PROFESSIONAL SERVICES	0	4/19		
Total 430440572:						167.47	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	430535233		NEW EMPLOYEE DRUG SCREEN, M.SMITH, MAR. '19 - WATER	03/19/2019	32.00	.00	20-6202 PROFESSIONAL SERVICES	0	4/19		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	430535233		NEW EMPLOYEE DRUG SCREEN, M.SMITH, MAR. '19 - PI	03/19/2019	8.00	.00	25-6202 PROFESSIONAL SERVICES	0	4/19		
Total 430535233:						40.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	430649988		HEP A/B VACCINATION AND IMMUNIZATIONS, J. PEREZ, MAR. '19 - SEWER	03/29/2019	167.47	.00	21-6202 PR0FESSI0NAL SERVICES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 430649988:						167.47	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						374.94	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	19940889	8356	BUSINESS CARDS FOR C.ENGELS, APR.'19 - ADMIN	04/18/2019	37.60	.00	01-6165 OFFICE SUPPLIES	0	4/19		
1435	TAYLOR CORPORATION	19940889	8356	BUSINESS CARDS FOR C.ENGELS, APR.'19 - WATER	04/18/2019	.96	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1435	TAYLOR CORPORATION	19940889	8356	BUSINESS CARDS FOR C.ENGELS, APR.'19 - SEWER	04/18/2019	.96	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1435	TAYLOR CORPORATION	19940889	8356	BUSINESS CARDS FOR C.ENGELS, APR.'19 - P.I	04/18/2019	.48	.00	25-6165 OFFICE SUPPLIES	0	4/19		
Total 19940889:						40.00	.00					
1435	TAYLOR CORPORATION	19942754	8362	BUSINESS CARDS, D.WALTMAN, APR.'19 - P & Z	04/18/2019	10.00	.00	01-6165 OFFICE SUPPLIES	1003	4/19		
1435	TAYLOR CORPORATION	19942754	8362	BUSINESS CARDS, D.WALTMAN, APR.'19 - WATER	04/18/2019	13.84	.00	20-6165 0FFICE SUPPLIES	0	4/19		
1435	TAYLOR CORPORATION	19942754	8362	BUSINESS CARDS, D.WALTMAN, APR.'19 - SEWER	04/18/2019	13.84	.00	21-6165 OFFICE SUPPLIES	0	4/19		
1435	TAYLOR CORPORATION	19942754	8362	BUSINESS CARDS, D.WALTMAN, APR.'19 - P.I	04/18/2019	2.32	.00	25-6165 OFFICE SUPPLIES	0	4/19		
Total 19942754:						40.00	.00					
Total TAYLOR CORPORATION:						80.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06062043	8417	9 EA 5-GALLON WATER BOTTLES AND COOLER RENTAL, MAINTENANCE SHOP, APR.'19	04/26/2019	62.30	.00	01-6165 OFFICE SUPPLIES	1004	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 2160:06062043:						62.30	.00					
992	TREASURE VALLEY COFFEE	2160:06062095		7 EA 5 GAL WATER BOTTLE FOR CITY HALL, APR. '19	04/12/2019	39.90	.00	01-6165 OFFICE SUPPLIES	0	4/19		
Total 2160:06062095:						39.90	.00					
992	TREASURE VALLEY COFFEE	2160:06070809		4 EA 5 GAL WATER BOTTLE, 2 EA 16OZ CUPS, 2 EA COFFEE, 2 EA 12OZ CREAMER, 3 EA 20OZ SUGAR, B. BACHMAN, APR. '19 - WATER	04/18/2019	66.10	.00	20-6165 0FFICE SUPPLIES	0	4/19		
992	TREASURE VALLEY COFFEE	2160:06070809		4 EA 5 GAL WATER BOTTLE, 2 EA 16OZ CUPS, 2 EA COFFEE, 2 EA 12OZ CREAMER, 3 EA 20OZ SUGAR, B. BACHMAN, APR. '19 - SEWER	04/18/2019	66.10	.00	21-6165 OFFICE SUPPLIES	0	4/19		
992	TREASURE VALLEY COFFEE	2160:06070809		4 EA 5 GAL WATER BOTTLE, 2 EA 16OZ CUPS, 2 EA COFFEE, 2 EA 12OZ CREAMER, 3 EA 20OZ SUGAR, B. BACHMAN, APR. '19 - PI	04/18/2019	25.19	.00	25-6165 OFFICE SUPPLIES	0	4/19		
Total 2160:06070809:						157.39	.00					
992	TREASURE VALLEY COFFEE	2160:06083421	8417	5 EA 5-GALLON WATER BOTTLES AND COOLER RENTAL, CITY HALL, APR.'19	04/26/2019	43.50	.00	01-6165 OFFICE SUPPLIES	0	4/19		
Total 2160:06083421:						43.50	.00					
992	TREASURE VALLEY COFFEE	58103	8351	1 EA WATER COOLER RENTAL, 6 EA 5-GALLON WATER BOTTLES AND 2 SLEEVES PAPER CUPS, J.MORFIN, ORCHARD OFFICE, APR.'19 - PARKS	04/24/2019	56.70	.00	01-6212 RENT-EQUIPMENT	1004	4/19		
Total 58103:						56.70	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total TREASURE VALLEY COFFEE:						359.79	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	383015005		COPIER CONTRACT #500-0519539-000, MODEL MPC4504EX, SERIAL C737M540938 & C737M540155, APRIL 2019 - ADMIN	04/17/2019	115.60	.00	01-6212 RENT-EQUIPMENT	0	4/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	383015005		COPIER CONTRACT #500-0519539-000, MODEL MPC4504EX, SERIAL C737M540938 & C737M540155, APRIL 2019 - P & Z	04/17/2019	41.29	.00	01-6212 RENT-EQUIPMENT	1003	4/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	383015005		COPIER CONTRACT #500-0519539-000, MODEL MPC4504EX, SERIAL C737M540938 & C737M540155, APRIL 2019 - WATER	04/17/2019	107.34	.00	20-6212 RENT - EQUIPMENT	0	4/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	383015005		COPIER CONTRACT #500-0519539-000, MODEL MPC4504EX, SERIAL C737M540938 & C737M540155, APRIL 2019 - SEWER	04/17/2019	107.34	.00	21-6212 RENT-EQUIPMENT	0	4/19		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	383015005		COPIER CONTRACT #500-0519539-000, MODEL MPC4504EX, SERIAL C737M540938 & C737M540155, APRIL 2019 - P.I	04/17/2019	41.28	.00	25-6212 RENT - EQUIPMENT	0	4/19		
Total 383015005:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
UNITED OIL												
316	UNITED OIL	530787	8290	1460.5 GAL UNLEADED GASOLINE, T. SHAFFER, APR. '19	04/03/2019	3,676.08	.00	21-6300 FUEL	0	4/19		
Total 530787:						3,676.08	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
316	UNITED OIL	530796	8304	547.8 GALLONS OF DYED DIESEL FOR PLANT GENERATOR, 1413 GALLONS DYED DIESEL FOR PLANT, T. SHAFFER, APR. '19	04/04/2019	4,586.31	.00	21-6300 FUEL	0	4/19		
Total 530796:						4,586.31	.00					
Total UNITED OIL:						8,262.39	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	866968	8350	4 EA HACH FREE CHLORINE TEST STRIPS & 4 EA HACH DPD SEALS, D.CROSSLEY, APR.'19 - WATER	04/12/2019	303.91	.00	20-6150 M & R - SYSTEM	0	4/19		
265	USA BLUE BOOK	866968	8350	2 EA HACH TOTAL CHLORINE TEST STRIPS, 2 EA HACH FREE CHLORINE TEST STRIPS, 2 EA HACH DPD 4 SEALS, 2 EA HACH DPD 1 SEALS, APR.'19	04/12/2019	303.92	.00	21-6150 M & R - SYSTEM	0	4/19		
Total 866968:						607.83	.00					
265	USA BLUE BOOK	870301	8350	2 PK PH TEST STRIPS, D. CROSSLEY, APR. '19	04/17/2019	52.78	.00	20-6150 M & R - SYSTEM	0	4/19		
Total 870301:						52.78	.00					
Total USA BLUE BOOK:						660.61	.00					
UTILITY REFUND #6												
1951	UTILITY REFUND #6	111625.03		CHRISTOPHER C PARISH, 684 E ANDREA ST, UTILITY REFUND	03/28/2019	.34	.00	20-4500 METERED WATER SALES	0	4/19		
1951	UTILITY REFUND #6	111625.03		CHRISTOPHER C PARISH, 684 E ANDREA ST, UTILITY REFUND	03/28/2019	.46	.00	21-4600 SEWER USER FEES	0	4/19		
1951	UTILITY REFUND #6	111625.03		CHRISTOPHER C PARISH, 684 E ANDREA ST, UTILITY REFUND	03/28/2019	.36	.00	26-4975 SOLID WASTE USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 111625.03:						1.16	.00					
1951	UTILITY REFUND #6	277412.01		CBH HOMES, 118 W SNOWY OWL ST, UTILITY REFUND	04/03/2019	.91	.00	21-4600 SEWER USER FEES	0	4/19		
Total 277412.01:						.91	.00					
Total UTILITY REFUND #6:						2.07	.00					
UTILITY REFUND #7												
1987	UTILITY REFUND #7	111250.03		JOE B SPURRIER, 549 E FULL MOON ST, UTILITY REFUND	04/15/2019	2.25	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	111250.03		JOE B SPURRIER, 549 E FULL MOON ST, UTILITY REFUND	04/15/2019	1.91	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	111250.03		JOE B SPURRIER, 549 E FULL MOON ST, UTILITY REFUND	04/15/2019	.70	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	111250.03		JOE B SPURRIER, 549 E FULL MOON ST, UTILITY REFUND	04/15/2019	1.76	.00	20-4500 METERED WATER SALES	0	4/19		
Total 111250.03:						6.62	.00					
1987	UTILITY REFUND #7	121120.04		QUINTIN S MCMILLAN, 1831 W TOPANGA DR, UTILITY REFUND	04/26/2019	9.01	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	121120.04		QUINTIN S MCMILLAN, 1831 W TOPANGA DR, UTILITY REFUND	04/26/2019	11.68	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	121120.04		QUINTIN S MCMILLAN, 1831 W TOPANGA DR, UTILITY REFUND	04/26/2019	9.14	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	121120.04		QUINTIN S MCMILLAN, 1831 W TOPANGA DR, UTILITY REFUND	04/26/2019	10.49	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 121120.04:						40.32	.00					
1987	UTILITY REFUND #7	140350.02		BRETT M JOSSIS, 873 E JACKPOT ST, UTILITY REFUND	04/17/2019	31.54	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	140350.02		BRETT M JOSSIS, 873 E JACKPOT ST, UTILITY REFUND	04/17/2019	24.31	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	140350.02		BRETT M JOSSIS, 873 E JACKPOT ST, UTILITY REFUND	04/17/2019	24.31	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	140350.02		BRETT M JOSSIS, 873 E JACKPOT ST, UTILITY REFUND	04/17/2019	13.02	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 140350.02:						93.18	.00					
1987	UTILITY REFUND #7	149950.00		ROBERTA KONZEK, 366 E AVALON ST, UTILITY REFUND	04/26/2019	29.16	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	149950.00		ROBERTA KONZEK, 366 E AVALON ST, UTILITY REFUND	04/26/2019	9.17	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 149950.00:						38.33	.00					
1987	UTILITY REFUND #7	150020.03		DONOLD PALMER, 1352 N KENNETH AVE, UTILITY REFUND	04/19/2019	24.96	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	150020.03		DONOLD PALMER, 1352 N KENNETH AVE, UTILITY REFUND	04/19/2019	32.35	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	150020.03		DONOLD PALMER, 1352 N KENNETH AVE, UTILITY REFUND	04/19/2019	25.04	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	150020.03		DONOLD PALMER, 1352 N KENNETH AVE, UTILITY REFUND	04/19/2019	17.58	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 150020.03:						99.93	.00					
1987	UTILITY REFUND #7	150180.01		DAVID NOWLAND, 754 W WHITE FANG ST, UTILITY REFUND	04/17/2019	3.65	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	150180.01		DAVID NOWLAND, 754 W WHITE FANG ST, UTILITY REFUND	04/17/2019	.69	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	150180.01		DAVID NOWLAND, 754 W WHITE FANG ST, UTILITY REFUND	04/17/2019	.90	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	150180.01		DAVID NOWLAND, 754 W WHITE FANG ST, UTILITY REFUND	04/17/2019	.14	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
Total 150180.01:						5.38	.00					
1987	UTILITY REFUND #7	151290.01		RUSSELL W MUELLER, 519 W CHIPMUNK CT, UTILITY REFUND	04/11/2019	18.28	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	151290.01		RUSSELL W MUELLER, 519 W CHIPMUNK CT, UTILITY REFUND	04/11/2019	-2.62	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	151290.01		RUSSELL W MUELLER, 519 W CHIPMUNK CT, UTILITY REFUND	04/11/2019	-2.06	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	151290.01		RUSSELL W MUELLER, 519 W CHIPMUNK CT, UTILITY REFUND	04/11/2019	.05	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 151290.01:						13.65	.00					
1987	UTILITY REFUND #7	170820.04		IDEAL PROPERTY OPTIONS LLC, 682 S WHITEHORSE AVE, UTILITY REFUND	04/17/2019	48.71	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	170820.04		IDEAL PROPERTY OPTIONS LLC, 682 S WHITEHORSE AVE,								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				UTILITY REFUND	04/17/2019	4.40	.00	20-4510 SERVICE RECONNECT FEES	0	4/19		
1987	UTILITY REFUND #7	170820.04		IDEAL PROPERTY OPTIONS LLC, 682 S WHITEHORSE AVE, UTILITY REFUND	04/17/2019	5.51	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	170820.04		IDEAL PROPERTY OPTIONS LLC, 682 S WHITEHORSE AVE, UTILITY REFUND	04/17/2019	63.93	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	170820.04		IDEAL PROPERTY OPTIONS LLC, 682 S WHITEHORSE AVE, UTILITY REFUND	04/17/2019	60.18	.00	21-4600 SEWER USER FEES	0	4/19		
Total 170820.04:						182.73	.00					
1987	UTILITY REFUND #7	174110.01		CBH HOMES, 1667 W SAHARA DR, UTILITY REFUND	04/23/2019	17.16	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	174110.01		CBH HOMES, 1667 W SAHARA DR, UTILITY REFUND	04/23/2019	45.04	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	174110.01		CBH HOMES, 1667 W SAHARA DR, UTILITY REFUND	04/23/2019	46.57	.00	21-4600 SEWER USER FEES	0	4/19		
Total 174110.01:						108.77	.00					
1987	UTILITY REFUND #7	174116.01		CBH HOMES, 870 S STIBNITE PL, UTILITY REFUND	04/11/2019	25.01	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	174116.01		CBH HOMES, 870 S STIBNITE PL, UTILITY REFUND	04/11/2019	33.30	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	174116.01		CBH HOMES, 870 S STIBNITE PL, UTILITY REFUND	04/11/2019	22.53	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 174116.01:						80.84	.00					
1987	UTILITY REFUND #7	174117.01		CBH HOMES, 852 S STIBNITE PL, UTILITY REFUND	04/23/2019	14.82	.00	20-4500 METERED WATER SALES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	174117.01		CBH HOMES, 852 S STIBNITE PL, UTILITY REFUND	04/23/2019	19.23	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	174117.01		CBH HOMES, 852 S STIBNITE PL, UTILITY REFUND	04/23/2019	24.12	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 174117.01:						58.17	.00					
1987	UTILITY REFUND #7	174119.01		CBH HOMES, 816 S STIBNITE PL, UTILITY REFUND	04/26/2019	42.41	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	174119.01		CBH HOMES, 816 S STIBNITE PL, UTILITY REFUND	04/26/2019	16.06	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	174119.01		CBH HOMES, 816 S STIBNITE PL, UTILITY REFUND	04/26/2019	26.91	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 174119.01:						85.38	.00					
1987	UTILITY REFUND #7	174120.01		CBH HOMES, 798 S STIBNITE PL, UTILITY REFUND	04/19/2019	21.17	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	174120.01		CBH HOMES, 798 S STIBNITE PL, UTILITY REFUND	04/19/2019	27.51	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	174120.01		CBH HOMES, 798 S STIBNITE PL, UTILITY REFUND	04/19/2019	25.31	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 174120.01:						73.99	.00					
1987	UTILITY REFUND #7	174122.01		CBH HOMES, 781 S STIBNITE PL, UTILITY REFUND	04/26/2019	5.18	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	174122.01		CBH HOMES, 781 S STIBNITE PL, UTILITY REFUND	04/26/2019	18.31	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	174122.01		CBH HOMES, 781 S STIBNITE PL, UTILITY REFUND	04/26/2019	31.15	.00	20-4500 METERED WATER SALES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 174122.01:						54.64	.00					
1987	UTILITY REFUND #7	174125.01		CBH HOMES, 815 S STIBNITE PL, UTILITY REFUND	04/19/2019	44.48	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	174125.01		CBH HOMES, 815 S STIBNITE PL, UTILITY REFUND	04/19/2019	38.28	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	174125.01		CBH HOMES, 815 S STIBNITE PL, UTILITY REFUND	04/19/2019	34.24	.00	20-4500 METERED WATER SALES	0	4/19		
Total 174125.01:						117.00	.00					
1987	UTILITY REFUND #7	175029.01		CBH HOMES, 319 S ROCKER AVE, UTILITY REFUND	04/18/2019	58.76	.00	20-4500 METERED WATER SALES	0	4/19		
Total 175029.01:						58.76	.00					
1987	UTILITY REFUND #7	183940.03		PATRICK M DOOLEY, 1622 N CALAVERAS PL, UTILITY REFUND	04/26/2019	1.05	.00	20-4500 METERED WATER SALES	0	4/19		
Total 183940.03:						1.05	.00					
1987	UTILITY REFUND #7	190630.02		JLC INVESTMENTS INC, 1739 N DOE AVE, UTILITY REFUND	04/11/2019	1.79	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	190630.02		JLC INVESTMENTS INC, 1739 N DOE AVE, UTILITY REFUND	04/11/2019	2.31	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	190630.02		JLC INVESTMENTS INC, 1739 N DOE AVE, UTILITY REFUND	04/11/2019	2.00	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	190630.02		JLC INVESTMENTS INC, 1739 N DOE AVE, UTILITY REFUND	04/11/2019	.83	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 190630.02:						6.93	.00					
1987	UTILITY REFUND #7	220740.04		BRIAN SLIND, 507 E GREAT BEAR ST, UTILITY REFUND	04/11/2019	1.76	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	220740.04		BRIAN SLIND, 507 E GREAT BEAR ST, UTILITY REFUND	04/11/2019	2.29	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	220740.04		BRIAN SLIND, 507 E GREAT BEAR ST, UTILITY REFUND	04/11/2019	2.01	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	220740.04		BRIAN SLIND, 507 E GREAT BEAR ST, UTILITY REFUND	04/11/2019	.72	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 220740.04:						6.78	.00					
1987	UTILITY REFUND #7	230600.03		CHRISTOPHER P THOMPSON, 669 W OMPHALE ST, UTILITY REFUND	04/15/2019	.44	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	230600.03		CHRISTOPHER P THOMPSON, 669 W OMPHALE ST, UTILITY REFUND	04/15/2019	2.67	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	230600.03		CHRISTOPHER P THOMPSON, 669 W OMPHALE ST, UTILITY REFUND	04/15/2019	.57	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	230600.03		CHRISTOPHER P THOMPSON, 669 W OMPHALE ST, UTILITY REFUND	04/15/2019	.62	.00	21-4600 SEWER USER FEES	0	4/19		
Total 230600.03:						4.30	.00					
1987	UTILITY REFUND #7	240325.02		CHAD CLINE, 613 N MUDSTONE WAY, UTILITY REFUND	04/15/2019	3.71	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	240325.02		CHAD CLINE, 613 N MUDSTONE WAY, UTILITY REFUND	04/15/2019	2.92	.00	20-4500 METERED WATER SALES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	240325.02		CHAD CLINE, 613 N MUDSTONE WAY, UTILITY REFUND	04/15/2019	3.79	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	240325.02		CHAD CLINE, 613 N MUDSTONE WAY, UTILITY REFUND	04/15/2019	2.86	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
Total 240325.02:						13.28	.00					
1987	UTILITY REFUND #7	240530.03		JOHN T CHANDLER, 1066 E TERRAZZO CT, UTILITY REFUND	04/22/2019	16.57	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	240530.03		JOHN T CHANDLER, 1066 E TERRAZZO CT, UTILITY REFUND	04/22/2019	26.83	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	240530.03		JOHN T CHANDLER, 1066 E TERRAZZO CT, UTILITY REFUND	04/22/2019	15.89	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	240530.03		JOHN T CHANDLER, 1066 E TERRAZZO CT, UTILITY REFUND	04/22/2019	8.83	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 240530.03:						68.12	.00					
1987	UTILITY REFUND #7	250020.01		KAREN A ROGERS, 730 S WILLIS AVE, UTILITY REFUND	04/19/2019	3.62	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	250020.01		KAREN A ROGERS, 730 S WILLIS AVE, UTILITY REFUND	04/19/2019	2.04	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	250020.01		KAREN A ROGERS, 730 S WILLIS AVE, UTILITY REFUND	04/19/2019	6.10	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	250020.01		KAREN A ROGERS, 730 S WILLIS AVE, UTILITY REFUND	04/19/2019	2.16	.00	20-4500 METERED WATER SALES	0	4/19		
Total 250020.01:						13.92	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	250050.01		RANDALL W MUNKRES, 298 W TALLULAH DR, UTILITY REFUND	04/15/2019	.24	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	250050.01		RANDALL W MUNKRES, 298 W TALLULAH DR, UTILITY REFUND	04/15/2019	7.39	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	250050.01		RANDALL W MUNKRES, 298 W TALLULAH DR, UTILITY REFUND	04/15/2019	4.15	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	250050.01		RANDALL W MUNKRES, 298 W TALLULAH DR, UTILITY REFUND	04/15/2019	4.74	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
Total 250050.01:						16.52	.00					
1987	UTILITY REFUND #7	260675.03		ANTHONY DAVIS, 2196 W STEELY CT, UTILITY REFUND	04/11/2019	1.72	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	260675.03		ANTHONY DAVIS, 2196 W STEELY CT, UTILITY REFUND	04/11/2019	1.43	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	260675.03		ANTHONY DAVIS, 2196 W STEELY CT, UTILITY REFUND	04/11/2019	.41	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	260675.03		ANTHONY DAVIS, 2196 W STEELY CT, UTILITY REFUND	04/11/2019	1.75	.00	20-4500 METERED WATER SALES	0	4/19		
Total 260675.03:						5.31	.00					
1987	UTILITY REFUND #7	260885.01		LYLE G MCCLELLAN, 1611 N VINIFERA AVE, UTILITY REFUND	04/19/2019	2.87	.00	20-4510 SERVICE RECONNECT FEES	0	4/19		
1987	UTILITY REFUND #7	260885.01		LYLE G MCCLELLAN, 1611 N VINIFERA AVE, UTILITY REFUND	04/19/2019	11.54	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	260885.01		LYLE G MCCLELLAN, 1611 N VINIFERA AVE, UTILITY REFUND	04/19/2019	23.65	.00	20-4500 METERED WATER SALES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	260885.01		LYLE G MCCLELLAN, 1611 N VINIFERA AVE, UTILITY REFUND	04/19/2019	28.20	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	260885.01		LYLE G MCCLELLAN, 1611 N VINIFERA AVE, UTILITY REFUND	04/19/2019	26.49	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
Total 260885.01:						92.75	.00					
1987	UTILITY REFUND #7	260940.03		JUSTIN CLARK, 2129 N RUBINE PL, UTILITY REFUND	04/23/2019	2.77	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	260940.03		JUSTIN CLARK, 2129 N RUBINE PL, UTILITY REFUND	04/23/2019	38.00	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	260940.03		JUSTIN CLARK, 2129 N RUBINE PL, UTILITY REFUND	04/23/2019	42.65	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	260940.03		JUSTIN CLARK, 2129 N RUBINE PL, UTILITY REFUND	04/23/2019	32.89	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
Total 260940.03:						116.31	.00					
1987	UTILITY REFUND #7	264565.02		DAVID F DELFINO, 2063 N MAUVE AVE, UTILITY REFUND	04/18/2019	80.11	.00	20-4500 METERED WATER SALES	0	4/19		
Total 264565.02:						80.11	.00					
1987	UTILITY REFUND #7	264725.03		JOHN A BARKER, 2045 N VAN DYKE AVE, UTILITY REFUND	04/26/2019	14.29	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	264725.03		JOHN A BARKER, 2045 N VAN DYKE AVE, UTILITY REFUND	04/26/2019	10.81	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	264725.03		JOHN A BARKER, 2045 N VAN DYKE AVE, UTILITY REFUND	04/26/2019	11.72	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	264725.03		JOHN A BARKER, 2045 N VAN DYKE AVE, UTILITY REFUND	04/26/2019	32.71	.00	20-4500 METERED WATER SALES	0	4/19		
Total 264725.03:						69.53	.00					
1987	UTILITY REFUND #7	268133.01		CBH HOMES, 1655 N VERIDIAN AVE, UTILITY REFUND	04/18/2019	58.76	.00	20-4500 METERED WATER SALES	0	4/19		
Total 268133.01:						58.76	.00					
1987	UTILITY REFUND #7	270045.03		MICHAEL TABACCHI, 2043 W SOLDOTNA ST, UTILITY REFUND	04/19/2019	18.18	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	270045.03		MICHAEL TABACCHI, 2043 W SOLDOTNA ST, UTILITY REFUND	04/19/2019	25.84	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	270045.03		MICHAEL TABACCHI, 2043 W SOLDOTNA ST, UTILITY REFUND	04/19/2019	33.57	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	270045.03		MICHAEL TABACCHI, 2043 W SOLDOTNA ST, UTILITY REFUND	04/19/2019	25.73	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
Total 270045.03:						103.32	.00					
1987	UTILITY REFUND #7	274205.04		KAYLIN PARKER, 2388 N MOUNTAIN ASH AVE, UTILITY REFUND	04/11/2019	2.51	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
1987	UTILITY REFUND #7	274205.04		KAYLIN PARKER, 2388 N MOUNTAIN ASH AVE, UTILITY REFUND	04/11/2019	-.98	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	274205.04		KAYLIN PARKER, 2388 N MOUNTAIN ASH AVE, UTILITY REFUND	04/11/2019	4.75	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	274205.04		KAYLIN PARKER, 2388 N MOUNTAIN ASH AVE, UTILITY REFUND	04/11/2019	3.05	.00	21-4600 SEWER USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 274205.04:						9.33	.00					
1987	UTILITY REFUND #7	277029.01		CBH HOMES, 2425 N IDITAROD WAY, UTILITY REFUND	04/26/2019	38.11	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	277029.01		CBH HOMES, 2425 N IDITAROD WAY, UTILITY REFUND	04/26/2019	30.66	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	277029.01		CBH HOMES, 2425 N IDITAROD WAY, UTILITY REFUND	04/26/2019	7.24	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277029.01:						76.01	.00					
1987	UTILITY REFUND #7	277101.01		CBH HOMES, 2531 N KENNETH AVE, UTILITY REFUND	04/18/2019	58.76	.00	20-4500 METERED WATER SALES	0	4/19		
Total 277101.01:						58.76	.00					
1987	UTILITY REFUND #7	277103.01		CBH HOMES, 2487 N KENNETH AVE, UTILITY REFUND	04/15/2019	20.91	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	277103.01		CBH HOMES, 2487 N KENNETH AVE, UTILITY REFUND	04/15/2019	27.72	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	277103.01		CBH HOMES, 2487 N KENNETH AVE, UTILITY REFUND	04/15/2019	14.46	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277103.01:						63.09	.00					
1987	UTILITY REFUND #7	277106.01		CBH HOMES, 2421 N KENNETH AVE, UTILITY REFUND	04/18/2019	59.82	.00	20-4500 METERED WATER SALES	0	4/19		
Total 277106.01:						59.82	.00					
1987	UTILITY REFUND #7	277109.01		CBH HOMES, 717 W ALLSPICE ST, UTILITY REFUND	04/19/2019	-1.24	.00	21-4600 SEWER USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	277109.01		CBH HOMES, 717 W ALLSPICE ST, UTILITY REFUND	04/19/2019	3.74	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	277109.01		CBH HOMES, 717 W ALLSPICE ST, UTILITY REFUND	04/19/2019	-.95	.00	20-4500 METERED WATER SALES	0	4/19		
Total 277109.01:						1.55	.00					
1987	UTILITY REFUND #7	277410.01		CBH HOMES, 154 W SNOWY OWL ST, UTILITY REFUND	04/23/2019	15.12	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	277410.01		CBH HOMES, 154 W SNOWY OWL ST, UTILITY REFUND	04/23/2019	19.64	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	277410.01		CBH HOMES, 154 W SNOWY OWL ST, UTILITY REFUND	04/23/2019	16.23	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277410.01:						50.99	.00					
1987	UTILITY REFUND #7	277411.01		CBH HOMES, 136 W SNOWY OWL ST, UTILITY REFUND	04/15/2019	27.23	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	277411.01		CBH HOMES, 136 W SNOWY OWL ST, UTILITY REFUND	04/15/2019	15.06	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	277411.01		CBH HOMES, 136 W SNOWY OWL ST, UTILITY REFUND	04/15/2019	20.97	.00	20-4500 METERED WATER SALES	0	4/19		
Total 277411.01:						63.26	.00					
1987	UTILITY REFUND #7	277413.01		CBH HOMES, 100 W SNOWY OWL ST, UTILITY REFUND	04/22/2019	31.87	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	277413.01		CBH HOMES, 100 W SNOWY OWL ST, UTILITY REFUND	04/22/2019	41.39	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	277413.01		CBH HOMES, 100 W SNOWY OWL ST, UTILITY REFUND	04/22/2019	18.70	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 277413.01:						91.96	.00					
1987	UTILITY REFUND #7	277420.01		CBH HOMES, 2280 N DOE AVE, UTILITY REFUND	04/17/2019	24.21	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	277420.01		CBH HOMES, 2280 N DOE AVE, UTILITY REFUND	04/17/2019	32.09	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	277420.01		CBH HOMES, 2280 N DOE AVE, UTILITY REFUND	04/17/2019	8.38	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277420.01:						64.68	.00					
1987	UTILITY REFUND #7	277425.01		CBH HOMES, 2298 N MOUNTAIN ASH AVE, UTILITY REFUND	04/15/2019	22.25	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	277425.01		CBH HOMES, 2298 N MOUNTAIN ASH AVE, UTILITY REFUND	04/15/2019	28.91	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	277425.01		CBH HOMES, 2298 N MOUNTAIN ASH AVE, UTILITY REFUND	04/15/2019	18.78	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277425.01:						69.94	.00					
1987	UTILITY REFUND #7	277434.01		CBH HOMES, 2299 N MOUNTAIN ASH AVE, UTILITY REFUND	04/19/2019	39.34	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	277434.01		CBH HOMES, 2299 N MOUNTAIN ASH AVE, UTILITY REFUND	04/19/2019	51.10	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	277434.01		CBH HOMES, 2299 N MOUNTAIN ASH AVE, UTILITY REFUND	04/19/2019	31.39	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 277434.01:						121.83	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	278209.01		CBH HOMES, 3137 W GRANNY SMITH CT, UTILITY REFUND	04/18/2019	58.76	.00	20-4500 METERED WATER SALES	0	4/19		
Total 278209.01:						58.76	.00					
1987	UTILITY REFUND #7	278228.01		CBH HOMES, 9342 S BRAEBURN AVE, UTILITY REFUND	04/18/2019	58.76	.00	20-4500 METERED WATER SALES	0	4/19		
Total 278228.01:						58.76	.00					
1987	UTILITY REFUND #7	290300.02		RONALD KERN, 8066 S BUFFALO CREEK LN, UTILITY REFUND	04/17/2019	150.38	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	290300.02		RONALD KERN, 8066 S BUFFALO CREEK LN, UTILITY REFUND	04/17/2019	17.84	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	290300.02		RONALD KERN, 8066 S BUFFALO CREEK LN, UTILITY REFUND	04/17/2019	3.77	.00	26-4975 SOLID WASTE USER FEES	0	4/19		
Total 290300.02:						171.99	.00					
1987	UTILITY REFUND #7	291005.01		CBH HOMES, 3369 W DEVOTION DR, UTILITY REFUND	04/17/2019	22.76	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	291005.01		CBH HOMES, 3369 W DEVOTION DR, UTILITY REFUND	04/17/2019	22.70	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	291005.01		CBH HOMES, 3369 W DEVOTION DR, UTILITY REFUND	04/17/2019	9.88	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 291005.01:						55.34	.00					
1987	UTILITY REFUND #7	291088.00		CBH HOMES, 6872 S ALLEGIANCE AVE, UTILITY REFUND	04/11/2019	27.61	.00	21-4600 SEWER USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	291088.00		CBH HOMES, 6872 S ALLEGIANCE AVE, UTILITY REFUND	04/11/2019	19.38	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	291088.00		CBH HOMES, 6872 S ALLEGIANCE AVE, UTILITY REFUND	04/11/2019	21.26	.00	20-4500 METERED WATER SALES	0	4/19		
Total 291088.00:						68.25	.00					
1987	UTILITY REFUND #7	291092.00		CBH HOMES, 6944 S ALLEGIANCE AVE, UTILITY REFUND	04/23/2019	13.82	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	291092.00		CBH HOMES, 6944 S ALLEGIANCE AVE, UTILITY REFUND	04/23/2019	17.93	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	291092.00		CBH HOMES, 6944 S ALLEGIANCE AVE, UTILITY REFUND	04/23/2019	27.95	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 291092.00:						59.70	.00					
1987	UTILITY REFUND #7	302043.01		STACY CONSTRUCTION, 642 E MERINO ST, UTILITY REFUND	04/11/2019	31.49	.00	20-4500 METERED WATER SALES	0	4/19		
Total 302043.01:						31.49	.00					
1987	UTILITY REFUND #7	302129.01		KW HOMES, 9570 S FUEGO AVE, UTILITY REFUND	04/23/2019	17.00	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	302129.01		KW HOMES, 9570 S FUEGO AVE, UTILITY REFUND	04/23/2019	22.07	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	302129.01		KW HOMES, 9570 S FUEGO AVE, UTILITY REFUND	04/23/2019	20.53	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 302129.01:						59.60	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	302148.01		BALT LLC, 838 E ANDES DR, UTILITY REFUND	04/26/2019	11.84	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	302148.01		BALT LLC, 838 E ANDES DR, UTILITY REFUND	04/26/2019	16.62	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	302148.01		BALT LLC, 838 E ANDES DR, UTILITY REFUND	04/26/2019	32.43	.00	20-4500 METERED WATER SALES	0	4/19		
Total 302148.01:						60.89	.00					
1987	UTILITY REFUND #7	302243.00		STYLISH HOMES, 449 E PASCUA DR, UTILITY REFUND	04/19/2019	23.08	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	302243.00		STYLISH HOMES, 449 E PASCUA DR, UTILITY REFUND	04/19/2019	19.85	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	302243.00		STYLISH HOMES, 449 E PASCUA DR, UTILITY REFUND	04/19/2019	25.78	.00	21-4600 SEWER USER FEES	0	4/19		
Total 302243.00:						68.71	.00					
1987	UTILITY REFUND #7	303208.01		HUBBLE HOMES, 1045 E JACK CREEK ST, UTILITY REFUND	04/23/2019	10.92	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	303208.01		HUBBLE HOMES, 1045 E JACK CREEK ST, UTILITY REFUND	04/23/2019	28.37	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	303208.01		HUBBLE HOMES, 1045 E JACK CREEK ST, UTILITY REFUND	04/23/2019	26.73	.00	21-4600 SEWER USER FEES	0	4/19		
Total 303208.01:						66.02	.00					
1987	UTILITY REFUND #7	303212.01		HUBBLE HOMES, 1133 E JACK CREEK ST, UTILITY REFUND	04/11/2019	11.03	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	303212.01		HUBBLE HOMES, 1133 E JACK CREEK ST, UTILITY REFUND	04/11/2019	1.89	.00	21-4600 SEWER USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	303212.01		HUBBLE HOMES, 1133 E JACK CREEK ST, UTILITY REFUND	04/11/2019	1.20	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 303212.01:						14.12	.00					
1987	UTILITY REFUND #7	303216.01		HUBBLE HOMES, 2298 N HOSE GULCH AVE, UTILITY REFUND	04/23/2019	18.41	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	303216.01		HUBBLE HOMES, 2298 N HOSE GULCH AVE, UTILITY REFUND	04/23/2019	23.90	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	303216.01		HUBBLE HOMES, 2298 N HOSE GULCH AVE, UTILITY REFUND	04/23/2019	25.33	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 303216.01:						67.64	.00					
1987	UTILITY REFUND #7	303237.01		HUBBLE HOMES, 1158 E FIRESTONE DR, UTILITY REFUND	04/11/2019	12.85	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	303237.01		HUBBLE HOMES, 1158 E FIRESTONE DR, UTILITY REFUND	04/11/2019	17.71	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	303237.01		HUBBLE HOMES, 1158 E FIRESTONE DR, UTILITY REFUND	04/11/2019	6.22	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 303237.01:						36.78	.00					
1987	UTILITY REFUND #7	303238.01		HUBBLE HOMES, 1136 E FIRESTONE DR, UTILITY REFUND	04/23/2019	20.42	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
1987	UTILITY REFUND #7	303238.01		HUBBLE HOMES, 1136 E FIRESTONE DR, UTILITY REFUND	04/23/2019	20.56	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	303238.01		HUBBLE HOMES, 1136 E FIRESTONE DR, UTILITY REFUND	04/23/2019	26.70	.00	21-4600 SEWER USER FEES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 303238.01:						67.68	.00					
1987	UTILITY REFUND #7	303241.01		HUBBLE HOMES, 1082 E FIRESTONE DR, UTILITY REFUND	04/19/2019	17.39	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	303241.01		HUBBLE HOMES, 1082 E FIRESTONE DR, UTILITY REFUND	04/19/2019	22.59	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	303241.01		HUBBLE HOMES, 1082 E FIRESTONE DR, UTILITY REFUND	04/19/2019	23.02	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 303241.01:						63.00	.00					
1987	UTILITY REFUND #7	320030.00		HAYDEN HOMES, 1857 E JOHN DEERE ST, UTILITY REFUND	04/11/2019	19.98	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	320030.00		HAYDEN HOMES, 1857 E JOHN DEERE ST, UTILITY REFUND	04/11/2019	25.94	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	320030.00		HAYDEN HOMES, 1857 E JOHN DEERE ST, UTILITY REFUND	04/11/2019	25.35	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 320030.00:						71.27	.00					
1987	UTILITY REFUND #7	320031.00		HAYDEN HOMES, 1879 E JOHN DEERE ST, UTILITY REFUND	04/11/2019	17.44	.00	20-4500 METERED WATER SALES	0	4/19		
1987	UTILITY REFUND #7	320031.00		HAYDEN HOMES, 1879 E JOHN DEERE ST, UTILITY REFUND	04/11/2019	22.66	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	320031.00		HAYDEN HOMES, 1879 E JOHN DEERE ST, UTILITY REFUND	04/11/2019	23.32	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 320031.00:						63.42	.00					
1987	UTILITY REFUND #7	320032.00		HAYDEN HOMES, 1901 E JOHN DEERE ST, UTILITY REFUND	04/23/2019	15.38	.00	20-4500 METERED WATER SALES	0	4/19		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1987	UTILITY REFUND #7	320032.00		HAYDEN HOMES, 1901 E JOHN DEERE ST, UTILITY REFUND	04/23/2019	19.98	.00	21-4600 SEWER USER FEES	0	4/19		
1987	UTILITY REFUND #7	320032.00		HAYDEN HOMES, 1901 E JOHN DEERE ST, UTILITY REFUND	04/23/2019	36.81	.00	25-4700 PRESS. IRRIGATI0N USER FEES	0	4/19		
Total 320032.00:						72.17	.00					
Total UTILITY REFUND #7:						3,721.49	.00					
UTILITY TRAILER SALES OF IDAHO, INC.												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	40346PB	8396	20 EA EQUIPMENT GREASE, B. GILLOGLY, APR. '19 - ADMIN	04/22/2019	23.30	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	4/19		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	40346PB	8396	20 EA EQUIPMENT GREASE, B. GILLOGLY, APR. '19 - WATER	04/22/2019	9.32	.00	20-6150 M & R - SYSTEM	0	4/19		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	40346PB	8396	20 EA EQUIPMENT GREASE, B. GILLOGLY, APR. '19 - SEWER	04/22/2019	9.32	.00	21-6150 M & R - SYSTEM	0	4/19		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	40346PB	8396	20 EA EQUIPMENT GREASE, B. GILLOGLY, APR. '19 - PI	04/22/2019	4.66	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/19		
Total 40346PB:						46.60	.00					
Total UTILITY TRAILER SALES OF IDAHO, INC.:						46.60	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9827248665		IPAD SERVICE, MAR.'19 - PARKS	04/01/2019	20.02	20.02	01-6255 TELEPH0NE	1004	4/19	04/12/2019	
1575	VERIZON WIRELESS	9827248665		IPAD SERVICE, MAR.'19 - ADMIN	04/01/2019	5.01	5.01	01-6255 TELEPH0NE	0	4/19	04/12/2019	
1575	VERIZON WIRELESS	9827248665		IPAD SERVICE, MAR.'19 - WATER	04/01/2019	6.61	6.61	20-6255 TELEPH0NE EXPENSE	0	4/19	04/12/2019	
1575	VERIZON WIRELESS	9827248665		IPAD SERVICE, MAR.'19 - SEWER	04/01/2019	6.61	6.61	21-6255 TELEPH0NE				

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
								EXPENSE	0	4/19	04/12/2019	
1575	VERIZON WIRELESS	9827248665		IPAD SERVICE, MAR.'19 - P.I	04/01/2019	1.79	1.79	25-6255 TELEPH0NE EXPENSE	0	4/19	04/12/2019	
Total 9827248665:						40.04	40.04					
Total VERIZON WIRELESS:						40.04	40.04					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	190011		15 BOXES DISPOSABLE GLOVES (10-XL, 5-L), T.SHAFFER, APR.'19	01/02/2019	167.81	167.81	21-6230 SAFETY TRAINING & EQUIPMENT	0	4/19	04/19/2019	
Total 190011:						167.81	167.81					
274	WESTERN STATES CHEM	190655		20 EA BXS 8ML NITRILE GLOVES DISPOSABLE XL, 20 EA BXS 8ML NITRILE GLOVES DISPOSABLE L, B. BACHMAN, APR. '19	04/10/2019	425.02	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	4/19		
Total 190655:						425.02	.00					
Total WESTERN STATES CHEM:						592.83	167.81					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN0000956453		SERVICE AND REPAIRS ON AN ENGNE BLOCK FOR THE CEDAR WELL, T. FLEMMING, APR. ' 19	04/24/2019	4,797.40	.00	20-6150 M & R - SYSTEM	0	4/19		
Total IN0000956453:						4,797.40	.00					
Total WESTERN STATES EQUIPMENT CO.:						4,797.40	.00					
WEX BANK												
1234	WEX BANK	58462223		FUEL, MAR. '19 - ADMIN	03/31/2019	3.91	3.91	01-6300 FUEL	0	4/19	04/12/2019	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1234	WEX BANK	58462223		FUEL, MAR. '19 - PARKS	03/31/2019	163.73	163.73	01-6300 FUEL	1004	4/19	04/12/2019	
1234	WEX BANK	58462223		FUEL, MAR. '19 - BUILDING INSPECTION	03/31/2019	112.10	112.10	01-6300 FUEL	1005	4/19	04/12/2019	
1234	WEX BANK	58462223		FUEL, MAR. '19 - WATER	03/31/2019	85.07	85.07	20-6300 FUEL	0	4/19	04/12/2019	
1234	WEX BANK	58462223		FUEL, MAR. '19 - SEWER	03/31/2019	85.07	85.07	21-6300 FUEL	0	4/19	04/12/2019	
1234	WEX BANK	58462223		FUEL, MAR. '19 - PI	03/31/2019	26.74	26.74	25-6300 FUEL	0	4/19	04/12/2019	
Total 58462223:						476.62	476.62					
Total WEX BANK:						476.62	476.62					
ZAMZOWS												
66	ZAMZOWS	394051666	8222	2 EA GOPHER TRAPS, 1 EA 55 GAL DRUM THRIVE, M.MEADE, MAR.'19	03/20/2019	575.97	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 394051666:						575.97	.00					
66	ZAMZOWS	394051750	8230	2 EA 55 GAL DRUM OF THRIVE, M.MEADE, MAR.'19	03/21/2019	1,099.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/19		
Total 394051750:						1,099.98	.00					
Total ZAMZOWS:						1,675.95	.00					
Grand Totals:						347,129.07	201,187.86					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/12/2019-5/2/2019

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

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

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

LIQC3334C1
V=536620
A=351525
E=3/28/2020
Batch= 552330
$76,458.90

CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

Albertsons LLC
PO BOX 29096
PHOENIX AZ 85038
USA

Date: 01/31/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May
wine and beer licenses must be renewed and approved by the City Council no later than the expirati
to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	For Review at Council Meeting on:
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 170093
Business Name: Albertsons LLC
Business Address: 700 E Avalon Street
Business Phone: (208) 922-9834
Business Fax: (208)
Mailing Address: PO BOX 29096 PHOENIX AZ 85038
Business Email: nasc.tax@safeway.com
State License #: 1479
State Tax ID: 82-0184434-FEIN
Owner Name: ALBERTSONS LLC
Owner Phone: (623) 869-4376
Owner Address: PO BOX 29096 Phoenix AZ 85038

Billing Information:

Description	Amount
Off Premise Wine	$ 200.00
Off Premise Beer	$ 50.00

Total License Fee(s) Due: $ 250.00

Signature: Dawn Whyte Date: 4/18/19

****** OFFICE USE ONLY ******

Date Fee Paid: 4/23/19 *License #:* 1714A

Receipt #: 11.0026656 *For Review at Council Meeting Dated:* 5/7/19

State of Idaho

Idaho State Police

Cycle Tracking Number: 109428

Premise Number: 1A-57

Retail Alcohol Beverage License

License Year: 2020

License Number: 1479

This is to certify, that Albertsons LLC

doing business as: Albertsons #3337

is licensed to sell alcoholic beverages as stated below at:

700 E Avalon, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	$50.00
On-premise consumption	No	
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	$100.00
Wine by the glass	No	
Multipurpose arena	No	
Growlers	Yes	$0.00

TOTAL FEE: $150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

ALBERTSONS LLC
ALBERTSONS #3337
PO BOX 29096
MS #6531
PHOENIX, AZ 85038-9096
Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

ABC FORM NO: ABC 03

2019-2020 RETAIL ALCOHOL BEVERAGE LICENSE 2020574

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Albertsons LLC

dba: Albertsons # 3337

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 700 E. Avalon, Kuna, ID 83634

License valid from May 1, 2019 to April 30, 2020

Beer	Bottled or canned, consumed OFF premises	$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 9th day of April, 2019

Phil McGrane, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

City of Kuna
Alcohol Beverage License

~~763 W. AVALON~~
P.O. BOX 13
KUNA, ID 83634
Phone: 208-922-5546 Fax: 208-922-5989

***** OFFICE USE ONLY *****

Date 4/26/19 City License No. 180014A

New ☒ Renewal ___ Modification ___ Transfer ___

LICENSE:

APPROVED _____ DENIED _____

Date Fee Paid and Receipt No.: 11.0026060 4/26/19

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK	**$ 562.50**	✓
(Includes On Premise Wine)		
OFF PREMISE BEER	**$ 50.00**	~~JR~~ JR
OFF PREMISE WINE	**$ 200.00**	
ON PREMISE BEER	**$ 200.00**	✓
ON PREMISE WINE	**$ 200.00**	
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)		

TOTAL $ 762.50

All applications include: Copy of the IDAHO STATE LICENSE and ADA COUNTY LICENSE
New applications also include: Copy of ABC stamped approved Foot Print
All Licenses will expire annually on May 1 at 2:00 a.m.

BUSINESS NAME: Doughboys LLC dba Snake River Bar & Grill **PHONE:** 208-922-2424

BUSINESS LOCATION: 1353 N Meridian Rd, Kuna, ID 83634
(City, State, Zip Code)

BUSINESS MAILING ADDRESS: PO Box 282, Eagle, ID 83616
(City, State, Zip Code)

APPLICANT NAME: Eric Mott **PHONE:** 208-869-4613

RESIDENCE ADDRESS PO Box 282, Eagle, ID 83616
(City, State, Zip Code)

IF APPLICANT IS A *PARTNERSHIP* OR *CORPORATION*, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Eric Mott **ADDRESS** PO Box 282 Eagle ID 83616

NAME Thomas Young **ADDRESS** PO Box 282 Eagle ID 83616

NAME _____ **ADDRESS** _____

Applicant Signature **Date** 4/26/2019

APPLICANT: *Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.*

ALCOHOL FOOTPRINT EXPANSION SIGN-OFF SHEET

No Changes to footprint - only business name

Date: _____

Name(s): _____ **Telephone:** _____

Address: _____

Business Name: _____ **Telephone:** _____

Business Type: _____

Business Address: _____

APPROVALS

Planning and Zoning Department: _____ **Date:** _____

Zoning: _____

Comments:

_____

_____

_____

DOCUMENTS REQUIRED FOR CONSIDERATION

1. Copy of expanded footprint stamped and approved by Alcohol Beverage Control.
2. ~~Special Use Permit Application, if required.~~
3. Verification of zoning and land use by the Planning and Zoning Department.
4. Verification that the property complies with City Code Section 3-1-15: LOCATION OF LICENSED PREMISES.

State of Idaho

Idaho State Police

Cycle Tracking Number: 109626
ISLD ID: 8224

Premise Number: 1A-22614
Incorporated City

Retail Alcohol Beverage License

License Year: 2020
License Number: 22614

This is to certify, that Doughboys LLC

doing business as: Snake River Bar & Grill

COPY

is licensed to sell alcoholic beverages as stated below at:
1353 N Meridian Rd #103, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	Yes	$750.00
Beer	Yes	$50.00
On-premises consumption	Yes	$0.00
Kegs to go	No	
Restaurant	Yes	$0.00
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: $800.00

DOUGHBOYS LLC
SNAKE RIVER BAR & GRILL
PO BOX 282

EAGLE, ID 83616
Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

ABC FORM NO: ABC 03

2019-2020

RETAIL ALCOHOL BEVERAGE LICENSE

2020529

ADA COUNTY, IDAHO

STATE OF IDAHO

COPY

This is to certify, that Doughboys LLC

dba: Snake River Bar & Grill

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 1353 N. Meridian Rd., #103, Kuna, ID 83634

License valid from May 1, 2019 to April 30, 2020

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	$100.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	$0.00
Liquor	Kuna City	$187.50

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 9th day of April, 2019

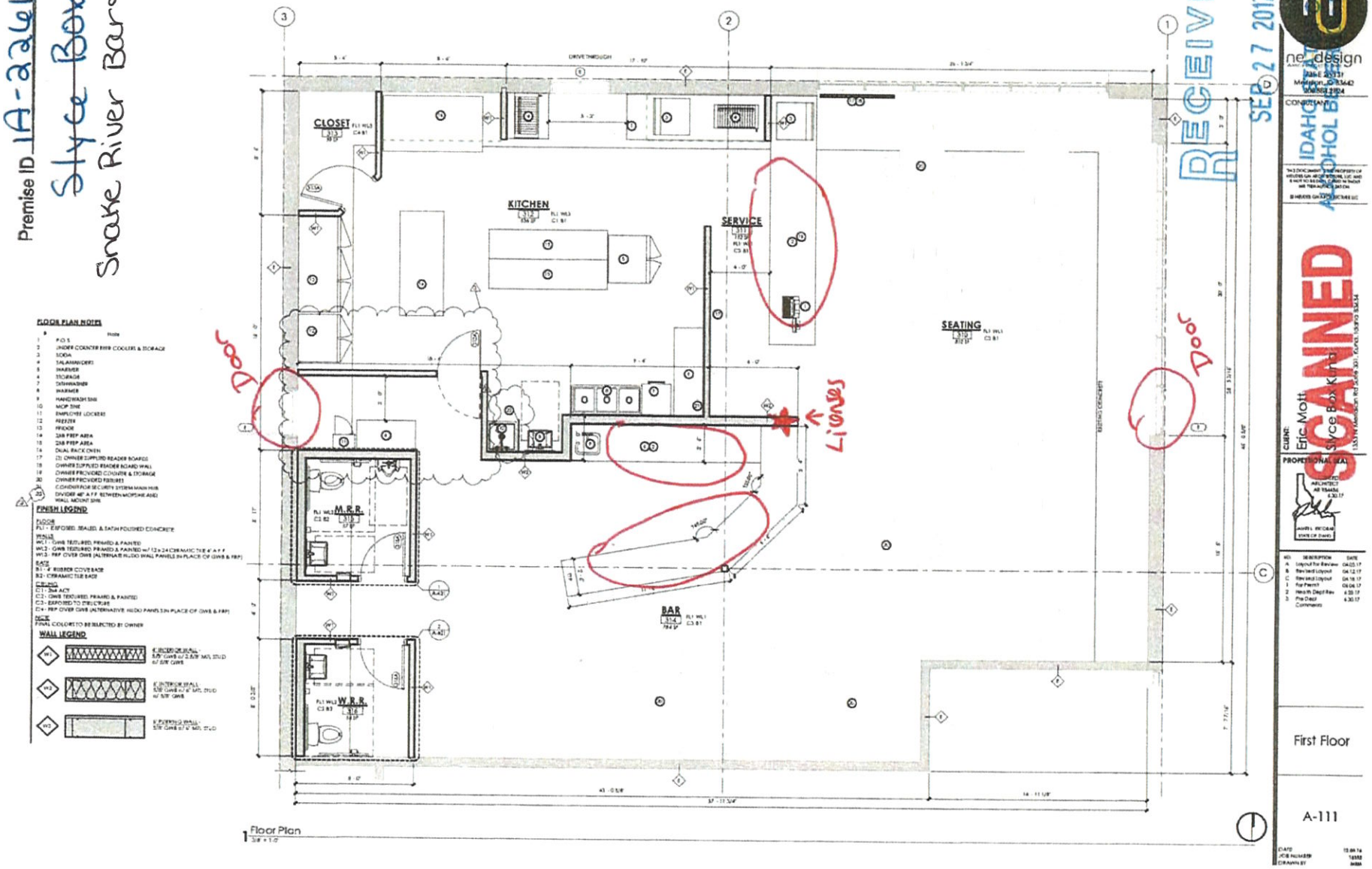
Phil McGrane, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

Floor Plan

Premise ID IA-22614
~~Slice Box~~
Snake River Bar + Grill



CITY OF KUNA
PO BOX 13, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

Walgreens #13614
PO BOX 901
DEERFIELD IL 60015

Date: 01/31/2019

This letter serves as a reminder that your City of Kuna Liquor License will expire at 2:00 AM on May 1, 2019. All liquor, wine and beer licenses must be renewed and approved by the City Council no later than the expiration for your business to continue to serve or sell alcohol.

Please remember that your signed renewal application, copies of your 2019 State and County Alcohol Licenses along with all appropriate fees must be submittted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:	**For Review at Council Meeting on:**
February 28, 2019	March 5, 2019
March 14, 2019	March 19, 2019
March 28, 2019	April 2, 2019
April 11, 2019	April 16, 2019 (Last Meeting Prior to Expiration)

You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2019 Idaho State License and the Ada County License.

Acct #: 170021
Business Name: Walgreens #13614
Business Address: 869 E Avalon Street
Business Phone: (208) 319-0205
Business Fax:
Mailing Address: PO BOX 901 DEERFIELD IL 60015
Business Email: taxlicenserenewals@walgreens.com
State License #:
State Tax ID:
Owner Name: WALGREEN COMPANY
Owner Phone: (847) 527-4516
Owner Address: LIQUOR RENEWALS DEERFIELD IL 60015

Billing Information:	**Description**	**Amount**
	Off Premise Wine	$ 200.00
	Off Premise Beer	$ 50.00

Total License Fee(s) Due: $ 250.00

Signature: Joni Franklin Date: 4/15/19 21243460

****** OFFICE USE ONLY ******

Date Fee Paid: 4/18/19 *License #:* 170021/1710A

Receipt #: 11-002648 *For Review at Council Meeting Dated:* 5/7/19

2019-2020

RETAIL ALCOHOL BEVERAGE LICENSE

2020665

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Walgreen Co.

dba: Walgreens #13614

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 869 E. Avalon St., Kuna, ID 83634

License valid from May 1, 2019 to April 30, 2020

Beer	Bottled or canned, consumed OFF premises	$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 16th day of April, 2019

Phil McGrane, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

State of Idaho

Idaho State Police

Cycle Tracking Number: 108715

Premise Number: 1A-11264

Retail Alcohol Beverage License

License Year: 2020

License Number: 11264

This is to certify, that Walgreen Co.

doing business as: Walgreens #13614

is licensed to sell alcoholic beverages as stated below at:

869 E. Avalon St., Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No	
Beer	Yes	$50.00
On-premise consumption	No	
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	$100.00
Wine by the glass	No	
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: $150.00

WALGREEN CO.
WALGREENS #13614
PO BOX 901

DEERFIELD, IL 60015
Mailing Address

License Valid: 05/01/2019 - 04/30/2020

***Expires:* 04/30/2020**

Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

ABC FORM NO: ABC 03

RESOLUTION NO. R31-2019
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE FROM TOLL ID I, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor is authorized to execute the DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE from Toll ID I LLC, attached hereto as EXHIBIT A is hereby accepted by the City of Kuna, Idaho as the beneficiary of said easement.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of May, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of May, 2019.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

After recording, return to:

Chris Engels, City Clerk
City of Kuna
751 W. 4th Street
P.O. Box 13
Kuna, Idaho 83634

Above space for recording

DEED OF PUBLIC UTILITIES EASEMENT,
GRANT AND CONVEYANCE OF UTILITY PIPELINES
and GRANTEE ACCEPTANCE
[Winfield Springs Subdivision No. 3]

PARTIES:

Toll ID I LLC, an Idaho limited liability company	*Grantor*	c/o Toll Bros., Inc. 250 Gibraltar Road Horsham, Pennsylvania 19044 *Local Office:* 3130 W. Sheryl Drive, Ste. 100 Meridian, Idaho 83642
City of Kuna, an Idaho municipal corporation	*Grantee*	P.O. Box 13 Kuna, Idaho 83634

This DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES and GRANTEE ACCEPTANCE made, effective as of the date of the Parties' signatures hereon, by and between TOLL ID I LLC, an Idaho limited liability company, Grantor (hereinafter referred to as "Grantor"), whose address is c/o Toll Bros., Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044, and the CITY OF KUNA, an Idaho municipal corporation, Grantee (hereinafter referred to as "Grantee"), whose address is P.O. Box 13, Kuna, Idaho 83634.

SECTION I
DEFINITIONS

For all purposes of this *Deed of Public Utilities Easement, Grant and Conveyance of Utility Pipelines and Grantee Acceptance*, the following terms in **bold** shall have the meaning herein provided unless the context of the term clearly requires otherwise as follows:

1.1 **Deed of Easement**: means and refers to this *Deed of Public Utilities Easement, Grant and Conveyance of Utility Pipelines and Grantee Acceptance.*

1.2 **Grantee:** means and refers to CITY OF KUNA, an Idaho municipal corporation, whose address is P.O. Box 13, Kuna, Idaho 83634, and Grantee Party to this Deed of Easement.

1.3 **Grantor:** means and refers to TOLL ID I LLC, an Idaho limited liability company, whose address is c/o Toll Bros., Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044, and Grantor Party to this Deed of Easement.

1.4 **Parties:** means and refers to the Grantor and the Grantee to this Deed of Easement.

1.5 **Public Utility Easement:** means and refers to a perpetual easement within the Real Property for access, construction, maintenance, operation and replacement of the Utility Pipelines and Grantee's municipal utilities, including potable water pipelines, pressure irrigation pipelines and sewer pipelines together with the right of ingress and egress on the Real Property for the purpose of constructing, operating, and maintaining potable water pipelines, pressure irrigation pipelines and sewer pipelines and the necessary appurtenances thereto.

1.6 **Real Property:** means that certain real property more particularly described in Exhibit A attached hereto and by this reference incorporated herein as if set forth at length.

1.7 **Utility Pipelines:** Means and refers to an 8 inch PVC sanitary sewer pipeline in 2 locations as have been constructed and installed within the Real Property and with concrete manholes.

Means and refers to an 8 inch PVC potable water pipeline in 14 inch steel sleeve, an 8 inch PVC pressure irrigation pipeline in 14 inch steel sleeve in 2 locations, and an 8 inch HDPE sewer pipeline in 24 inch steel sleeve as have been constructed and installed within the Real Property and with a concrete box culvert with headwall and wingwall, bridge and roadway with curb, gutter, sidewalk and handrails, and joint utility sleeves as identified, set forth and referenced in the Consent to Use Agreement.

SECTION II
RECITALS

The parties recite and declare:

2.1 Grantor is the owner of the Real Property and the Utility Pipelines; and

2.2 The Grantee has the authority and the right to acquire easement rights and constructed and installed Utility Pipelines for its public utility systems inclusive of potable water, irrigation water and sewer; and

2.3 The Grantor is in the process of subdividing real property which will be served by the Utility Pipelines; and

2.4 The Utility Pipelines have been installed and constructed [to Grantee standards] not within the subdividing real property, but within the Real Property; and

2.5 The Utility Pipelines are herein granted and conveyed by the Grantor to the Grantee for perpetual ownership and maintenance for public utility services inclusive of the subdividing real property; and

2.6 It is necessary that the Grantor grant and convey the Public Utility Easement, the Utility Pipelines to the Grantee for the Grantee's acceptance in order for and in consideration of the City accepting the Utility Pipelines for perpetual ownership, use and maintenance in order to provide public utilities services to the subdividing real property; and

2.7 The Grantor is willing to grant and convey and assign to the Grantee and the Grantee is willing to accept the Utility Pipelines, the Public Utility Easement subject to the conditions as stated herein in this Deed of Easement.

In consideration of the mutual covenants contained in this Deed of Easement, the Parties agree as follows:

SECTION III
GRANT OF PUBLIC UTILITY EASEMENT and UTILITY PIPELINES

3.1 Grantor does hereby grant, convey and release unto the Grantee, and or its assigns as hereinafter provided for, from the effective date hereof, the Public Utility Easement and the Utility Pipelines; and

3.2 Grantor does hereby assign and transfer to Grantee all of its Utility Pipelines Consentee rights to the Consent to Use Agreement.

SECTION IV
PUBLIC UTILITY EASEMENT CONDITIONS

4.1 The Public Utility Easement is granted and conveyed subject to the following conditions:

4.1.1 The Public Utility Easement is reserved for the utility purposes herein set forth and no structures other than those for utility purposes are to be erected within the limits of said Public Utility Easement.

4.1.2 The Parties recognize that the Public Utility Easement may have other utilities and right-of-way placed within the Public Utility Easement at locations which do not unreasonably interfere with the Grantee's use and enjoyment of the Public Utility Easement and which shall be reviewed for approval by the Grantee as part of a platting process.

4.1.3 The Grantee, or its assigns, shall have the right at any time to access said improvements to perform any necessary maintenance, repair or replacement, and to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of Grantees utilities within the Public Utility Easement.

4.1.4 In exercising the Public Utility Easement rights granted and conveyed herein, the Grantee, or its assigns, will not unreasonably interfere with the normal use of the real property within which it lies and will, at its sole cost and expense and with due diligence, restore the real property within which it lies to its original or better condition following any use of the Public Utility Easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

SECTION V
ACCEPTANCE OF GRANT OF PUBLIC UTILITY EASEMENT AND UTILITY PIPELINES

5.1 The Grantee does hereby accept the grant and conveyance from the Grantor of the Public Utility Easement and Utility Pipelines subject to the terms and conditions of this Deed of Easement.

SECTION VI
PUBLIC UTILITY EASEMENT SUBJECT TO LAW OF VACATION

6.1 Any transfer by the Grantee of this grant and conveyance of this Public Utility Easement is subject to the laws of the state of Idaho governing the vacation of city easements currently codified at Idaho Code Section 50-1325.

IN WITNESS WHEREOF, this Deed Easement has been executed on the 2 day of May, 2019, with the intent that it shall be recorded in the office of the recorder of the County of Ada, state of Idaho.

Grantor:
TOLL ID I LLC

By:_____
Thomas Coleman, *Division President*

Grantee:
CITY OF KUNA

By:_____
Joe L. Stear, *Mayor*

Attest:

_____
Chris Engels, *City Clerk*

STATE OF IDAHO)
: ss.
County of Ada)

On this 2 day of May, in the year of 2019, before me a notary public for the State of Idaho, personally appeared THOMAS COLEMAN, known or identified to me to be the Division President of TOLL ID I LLC, and acknowledged to me that such limited liability company executed the same.

(SEAL)

GRETA SKORUPSKI NOTARY PUBLIC MY COMMISSION EXPIRES 12/12/24 STATE OF IDAHO COMMISSION NO. 20182424

Notary Public for Idaho
My Commission Expires: 12-12-24

STATE OF IDAHO)
: ss.
County of Ada)

On this ____ day of _____, in the year of 2019, before me a notary public for the State of Idaho, personally appeared JOE L. STEAR and CHRIS ENGELS, known or identified to me to be the persons whose names are subscribed to the within instrument as Mayor and as City Clerk of the City of Kuna, and acknowledged to me that they executed the same as Mayor and as City Clerk of the City of Kuna.

_____
Notary Public for Idaho
My Commission Expires: _____

(SEAL)

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=5 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY
2017-058573
06/27/2017 02:32 PM
$22.00

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

AFTER RECORDING, RETURN TO:
Toll ID I LLC
250 Gibraltar Road
Horsham, PA 19044

GRANT DEED

For value received, **KUNA HILL DEVELOPMENT LLC, an Idaho limited liability company** ("**Grantor**"), does hereby grant, bargain, sell and convey to TOLL ID I LLC, an Idaho limited liability company ("**Grantee**"), whose address is c/o Toll Bros., Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044, the following described property situated in Ada County, Idaho:

See **Exhibit A** attached hereto and incorporated herein.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or otherwise appertaining, and all estate, right, title and interest in and to the said property.

TO HAVE AND TO HOLD said property unto Grantee and Grantee's heirs, successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is the owner in fee simple of said property.

SUBJECT TO the matters set forth on **Exhibit B** attached hereto and incorporated herein.

In witness whereof, Grantor has executed this Grant Deed this 26 day of June, 2017.

{signature page follows}

GRANTOR:

KUNA HILL DEVELOPMENT LLC

By: Coleman Real Estate Management LLC
Its: Manager

By: _____
Name: Noelle Gambill
Its: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On June 26th, 2017 before me, Jennifer R. Dunn, Notary Public, personally appeared Noelle Gambill, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER R. DUNN
Notary Public - California
Santa Barbara County
Commission # 2198521
My Comm. Expires May 21, 2021

Signature: _____ (seal)

EXHIBIT A
Legal Description

A parcel of land situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the Southeast corner of the Southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian (the section corner common to Sections 13 & 24, Range 1 West, and 18 & 19, Range 1 East);
Thence N88°45'41"W, 973.49 feet along the South line of the Southeast quarter;
Thence N00°11'35"E, 48.01 feet parallel with and 973.33 feet from the East line of the Southeast quarter to the North right-of-way line of E. Deer Flat Road, the POINT OF BEGINNING:

Thence N88°45'41"W, 1657.45 feet along the North right-of-way line of E. Deer Flat Road to the West line of the Southeast quarter;
Thence N00°10'26"E. 2597.57 feet along the West line of the Southeast quarter to the Northwest corner of the Southeast quarter (the center quarter-section corner of Section 13);
Thence S88°51'58"E, 1971.63 feet along the North line of the Southeast quarter;
Thence S00°11'35"W, 1753.96 feet parallel with and 660.00 feet from the East line of the Southeast quarter to the center line of the Kuna Canal;
Thence N70°46'49"W, 174.05 feet along the center line of the Kuna Canal;
Thence 151.82 feet on a curve to the left, having a radius of 500.00 feet, a central angle of 17°23'50", a chord bearing of N79°28'44"W, and a chord length of 151.24 feet, along the center line of the Kuna Canal;
Thence S00°11'35"W, 925.34 feet parallel with and 973.33 feet from the East line of the southeast quarter to the POINT OF BEGINNING.

EXHIBIT B
Permitted Exceptions

1. The lien of general real estate taxes and other governmental liens and assessments not yet due.

2. Rights of way for Kuna Canal.

3. Right of way for East Deer Flat Road.

4. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.
   For: Roadway
   Disclosed: Warranty Deed
   Recorded: June 4, 1919
   Instrument No.: 80276, in Book 136 of Deeds at Page 241

5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
   In Favor of: Idaho Power Company
   Recorded: August 6, 1974
   Instrument No.: 895212

(continued on following page)

6. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
   For: Pipeline
   In Favor of: City of Kuna, a municipal corporation
   Recorded: August 11, 2010
   Instrument No.: 110074195

7. Matters disclosed by Record of Survey
   Survey No.: 10672
   Recorded: October 20, 2016
   Instrument No.: 2016-100815
   As Follows: Kuna Canal

8. Terms, conditions, and provisions of Memorandum of Agreement
   Between: Margaret M. Hill Family Limited Partnership, an Idaho limited partnership and Kuna Hill Development LLC, an Idaho limited liability company
   Dated: February 10, 2017
   Recorded: February 10, 2017
   Instrument No.: 2017-013032

9. Mortgage
   Dated: February 10, 2017
   Mortgagor: Margaret M. Hill Family Limited Partnership
   Mortgagee: Kuna Hill Development LLC, an Idaho limited liability company
   Recorded: February 10, 2017
   Instrument No.: 2017-013031

(end of Exhibit B)

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

J·U·B ENGINEERS, INC.

Winfield Springs Subdivision No. 3
Kuna Sewer Easement No. 1
Legal Description
Project Number 10-17-107 December 14, 2018

A 20.00 foot wide easement situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and lying 10.00 feet on each side of the following described centerline:

Commencing at the southeast corner of the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian (the section corner common to Sections 13 & 24, Range 1 West, and 18 & 19, Range 1 East), which bears S88°45'41"E, 2630.92 feet from the south quarter-section corner of Section 13;

Thence N49°34'55"W, 2085.16 feet along a random line to the POINT OF BEGINNING:

Thence N27°29'33"W, 165.59 feet;

Thence N43°07'45"W, 151.50 feet;

Thence N66°08'37"W, 145.89 feet;

Thence N79°02'39"W, 123.66 feet;

Thence N71°42'45"W, 122.14 feet;

Thence N44°00'16"W, 139.60 feet;

Thence S59°24'40"W, 173.07 feet to the center of the Kuna Canal, the POINT OF ENDING.

The above-described easement contains 0.47 acres, more or less.

The sidelines of the above-described easement shall extend or contract to form a closed figure and to close upon the property lines at the POINT OF BEGINNING and at the POINT OF ENDING.

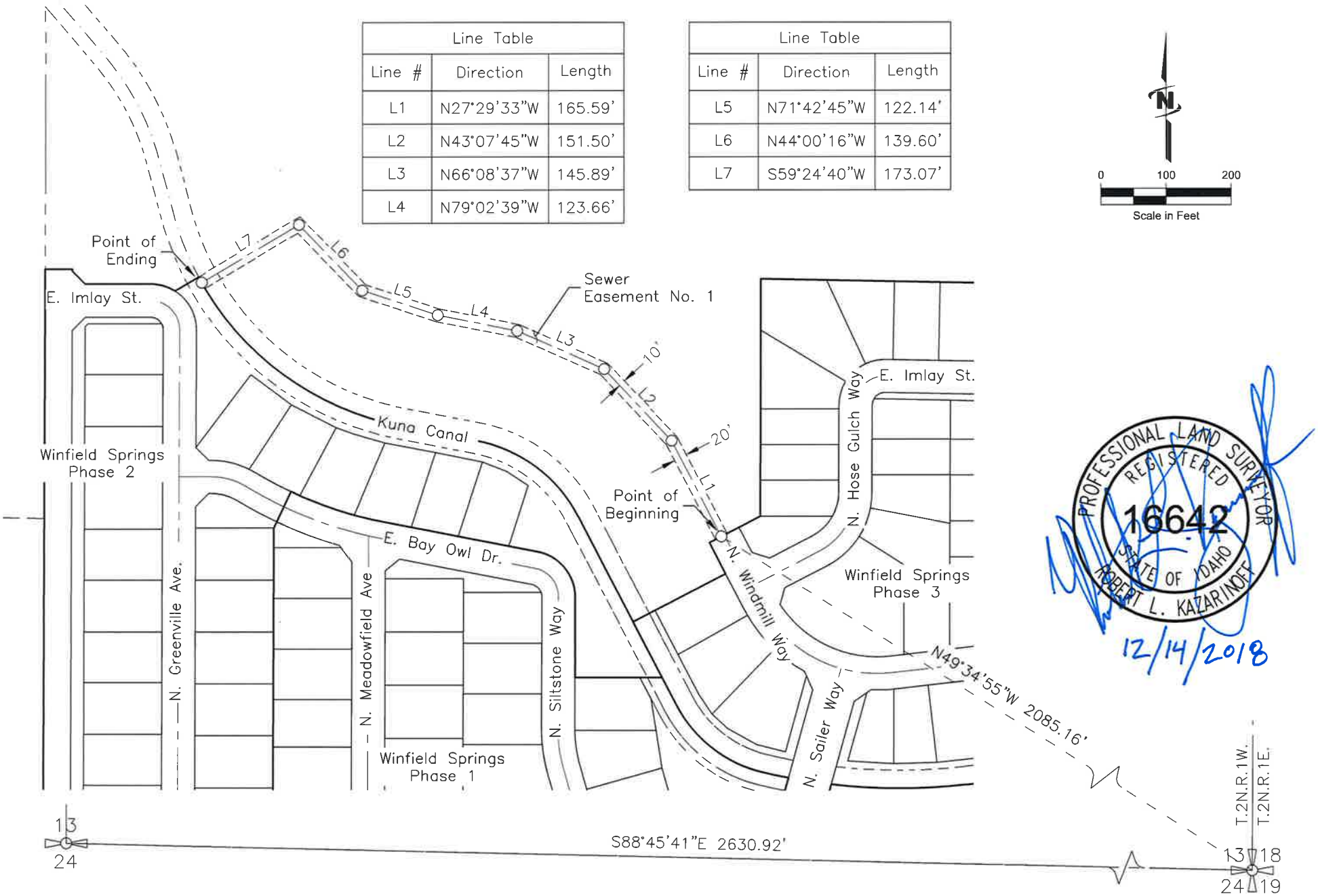
PROFESSIONAL LAND SURVEYOR LICENSED 16642 STATE OF IDAHO ROBERT L. KAZARINOFF

12/14/2018

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

Line Table		
Line #	Direction	Length
L1	N27°29'33"W	165.59'
L2	N43°07'45"W	151.50'
L3	N66°08'37"W	145.89'
L4	N79°02'39"W	123.66'

Line Table		
Line #	Direction	Length
L5	N71°42'45"W	122.14'
L6	N44°00'16"W	139.60'
L7	S59°24'40"W	173.07'



PROFESSIONAL LAND SURVEYOR
REGISTERED
16642
STATE OF IDAHO
ROBERT L. KAZARINOFF
12/14/2018

J-U-B ENGINEERS, INC.

LAST UPDATE: 12/14/2018
PLOT DATE: 12/14/2018
FILE: 10-17-107_KUNA EASEMENTS

Winfield Springs Subdivision No. 3
City of Kuna Sewer Easement No. 1

Situated in the Southeast Quarter of
Section 13, T.2N.,R.1W.,B.M., City of Kuna, Ada County, Idaho

RESOLUTION NO. R32-2019
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE FROM TOLL ID I, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES AND GRANTEE ACCEPTANCE from Toll ID I LLC, attached hereto as EXHIBIT A is hereby accepted by the City of Kuna, Idaho as the beneficiary of said easement.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of May, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of May, 2019.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

After recording, return to:

Chris Engels, City Clerk
City of Kuna
751 W. 4th Street
P.O. Box 13
Kuna, Idaho 83634

Above space for recording

DEED OF PUBLIC UTILITIES EASEMENT,
GRANT AND CONVEYANCE OF UTILITY PIPELINES
and GRANTEE ACCEPTANCE
[Winfield Springs Subdivision No. 3]

PARTIES:

Toll ID I LLC, an Idaho limited liability company	*Grantor*	c/o Toll Bros., Inc. 250 Gibraltar Road Horsham, Pennsylvania 19044 *Local Office:* 3130 W. Sheryl Drive, Ste. 100 Meridian, Idaho 83642
City of Kuna, an Idaho municipal corporation	*Grantee*	P.O. Box 13 Kuna, Idaho 83634

This DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES and GRANTEE ACCEPTANCE made, effective as of the date of the Parties' signatures hereon, by and between TOLL ID I LLC, an Idaho limited liability company, Grantor (hereinafter referred to as "Grantor"), whose address is c/o Toll Bros., Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044, and the CITY OF KUNA, an Idaho municipal corporation, Grantee (hereinafter referred to as "Grantee"), whose address is P.O. Box 13, Kuna, Idaho 83634.

SECTION I
DEFINITIONS

For all purposes of this *Deed of Public Utilities Easement, Grant and Conveyance of Utility Pipelines and Grantee Acceptance*, the following terms in **bold** shall have the meaning herein provided unless the context of the term clearly requires otherwise as follows:

1.1 **Deed of Easement**: means and refers to this *Deed of Public Utilities Easement, Grant and Conveyance of Utility Pipelines and Grantee Acceptance*.

1.2 **Grantee:** means and refers to CITY OF KUNA, an Idaho municipal corporation, whose address is P.O. Box 13, Kuna, Idaho 83634, and Grantee Party to this Deed of Easement.

1.3 **Grantor:** means and refers to TOLL ID I LLC, an Idaho limited liability company, whose address is c/o Toll Bros., Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044, and Grantor Party to this Deed of Easement.

1.4 **Parties:** means and refers to the Grantor and the Grantee to this Deed of Easement.

1.5 **Public Utility Easement:** means and refers to a perpetual easement within the Real Property for access, construction, maintenance, operation and replacement of the Utility Pipelines and Grantee's municipal utilities, including potable water pipelines, pressure irrigation pipelines and sewer pipelines together with the right of ingress and egress on the Real Property for the purpose of constructing, operating, and maintaining potable water pipelines, pressure irrigation pipelines and sewer pipelines and the necessary appurtenances thereto.

1.6 **Real Property:** means that certain real property more particularly described in Exhibit A attached hereto and by this reference incorporated herein as if set forth at length.

1.7 **Utility Pipelines:** Means and refers to an 8 inch PVC sanitary sewer pipeline in 2 locations as have been constructed and installed within the Real Property and with concrete manholes.

SECTION II
RECITALS

The parties recite and declare:

2.1 Grantor is the owner of the Real Property and the Utility Pipelines; and

2.2 The Grantee has the authority and the right to acquire easement rights and constructed and installed Utility Pipelines for its public utility systems inclusive of potable water, irrigation water and sewer; and

2.3 The Grantor is in the process of subdividing real property which will be served by the Utility Pipelines; and

2.4 The Utility Pipelines have been installed and constructed [to Grantee standards] not within the subdividing real property, but within the Real Property; and

2.5 The Utility Pipelines are herein granted and conveyed by the Grantor to the Grantee for perpetual ownership and maintenance for public utility services inclusive of the subdividing real property; and

2.6 It is necessary that the Grantor grant and convey the Public Utility Easement, the Utility Pipelines to the Grantee for the Grantee's acceptance in order for and in consideration of the City accepting the Utility Pipelines for perpetual ownership, use and maintenance in order to provide public utilities services to the subdividing real property; and

2.7 The Grantor is willing to grant and convey and assign to the Grantee and the Grantee is willing to accept the Utility Pipelines, the Public Utility Easement subject to the conditions as stated herein in this Deed of Easement.

In consideration of the mutual covenants contained in this Deed of Easement, the Parties agree as follows:

SECTION III
GRANT OF PUBLIC UTILITY EASEMENT and UTILITY PIPELINES

3.1 Grantor does hereby grant, convey and release unto the Grantee, and or its assigns as hereinafter provided for, from the effective date hereof, the Public Utility Easement and the Utility Pipelines; and

3.2 Grantor does hereby assign and transfer to Grantee all of its Utility Pipelines Consentee rights to the Consent to Use Agreement.

SECTION IV
PUBLIC UTILITY EASEMENT CONDITIONS

4.1 The Public Utility Easement is granted and conveyed subject to the following conditions:

4.1.1 The Public Utility Easement is reserved for the utility purposes herein set forth and no structures other than those for utility purposes are to be erected within the limits of said Public Utility Easement.

4.1.2 The Parties recognize that the Public Utility Easement may have other utilities and right-of-way placed within the Public Utility Easement at locations which do not unreasonably interfere with the Grantee's use and enjoyment of the Public Utility Easement and which shall be reviewed for approval by the Grantee as part of a platting process.

4.1.3 The Grantee, or its assigns, shall have the right at any time to access said improvements to perform any necessary maintenance, repair or replacement, and to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of Grantees utilities within the Public Utility Easement.

4.1.4 In exercising the Public Utility Easement rights granted and conveyed herein, the Grantee, or its assigns, will not unreasonably interfere with the normal use of the real property within which it lies and will, at its sole cost and expense and with due diligence, restore the real property within which it lies to its original or better condition following any use of the Public Utility Easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

SECTION V
ACCEPTANCE OF GRANT OF PUBLIC UTILITY EASEMENT AND UTILITY PIPELINES

5.1 The Grantee does hereby accept the grant and conveyance from the Grantor of the Public Utility Easement and Utility Pipelines subject to the terms and conditions of this Deed of Easement.

SECTION VI
PUBLIC UTILITY EASEMENT SUBJECT TO LAW OF VACATION

6.1 Any transfer by the Grantee of this grant and conveyance of this Public Utility Easement is subject to the laws of the state of Idaho governing the vacation of city easements currently codified at Idaho Code Section 50-1325.

IN WITNESS WHEREOF, this Deed Easement has been executed on the 2nd day of May, 2019, with the intent that it shall be recorded in the office of the recorder of the County of Ada, state of Idaho.

Grantor:
TOLL ID I LLC

By:_____
Thomas Coleman, *Division President*

Grantee:
CITY OF KUNA

By:_____
Joe L. Stear, *Mayor*

Attest:

_____
Chris Engels, *City Clerk*

GRETA SKORUPSKI NOTARY PUBLIC MY COMMISSION EXPIRES 12/12/24 STATE OF IDAHO COMMISSION NO. 20182424

GRETA SKO NOTARY P MY COMMISSI EXPIRES 12/12/24 STATE OF IDAHO COMMISSION NO. 20182424

STATE OF IDAHO)
: ss.
County of Ada)

On this 2 day of May, in the year of 2019, before me a notary public for the State of Idaho, personally appeared THOMAS COLEMAN, known or identified to me to be the Division President of TOLL ID I LLC, and acknowledged to me that such limited liability company executed the same.

Greta Skorupski
Notary Public for Idaho
My Commission Expires: 12-12-24

(SEAL)

STATE OF IDAHO)
: ss.
County of Ada)

On this ____ day of _____, in the year of 2019, before me a notary public for the State of Idaho, personally appeared JOE L. STEAR and CHRIS ENGELS, known or identified to me to be the persons whose names are subscribed to the within instrument as Mayor and as City Clerk of the City of Kuna, and acknowledged to me that they executed the same as Mayor and as City Clerk of the City of Kuna.

_____
Notary Public for Idaho
(SEAL) My Commission Expires: _____

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=5 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY
2017-058573
06/27/2017 02:32 PM
$22.00

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

AFTER RECORDING, RETURN TO:
Toll ID I LLC
250 Gibraltar Road
Horsham, PA 19044

GRANT DEED

For value received, **KUNA HILL DEVELOPMENT LLC, an Idaho limited liability company** ("**Grantor**"), does hereby grant, bargain, sell and convey to TOLL ID I LLC, an Idaho limited liability company ("**Grantee**"), whose address is c/o Toll Bros., Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044, the following described property situated in Ada County, Idaho:

See **Exhibit A** attached hereto and incorporated herein.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or otherwise appertaining, and all estate, right, title and interest in and to the said property.

TO HAVE AND TO HOLD said property unto Grantee and Grantee's heirs, successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is the owner in fee simple of said property.

SUBJECT TO the matters set forth on **Exhibit B** attached hereto and incorporated herein.

In witness whereof, Grantor has executed this Grant Deed this 26 day of June, 2017.

{signature page follows}

GRANTOR:

KUNA HILL DEVELOPMENT LLC

By: Coleman Real Estate Management LLC
Its: Manager

By: _____
Name: Noelle Gambill
Its: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On June 26th, 2017 before me, Jennifer R. Dunn, Notary Public, personally appeared Noelle Gambill, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER R. DUNN
Notary Public - California
Santa Barbara County
Commission # 2198521
My Comm. Expires May 21, 2021

Signature: _____ (seal)

EXHIBIT A
Legal Description

A parcel of land situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the Southeast corner of the Southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian (the section corner common to Sections 13 & 24, Range 1 West, and 18 & 19, Range 1 East);
Thence N88°45'41"W, 973.49 feet along the South line of the Southeast quarter;
Thence N00°11'35"E, 48.01 feet parallel with and 973.33 feet from the East line of the Southeast quarter to the North right-of-way line of E. Deer Flat Road, the POINT OF BEGINNING:

Thence N88°45'41"W, 1657.45 feet along the North right-of-way line of E. Deer Flat Road to the West line of the Southeast quarter;
Thence N00°10'26"E. 2597.57 feet along the West line of the Southeast quarter to the Northwest corner of the Southeast quarter (the center quarter-section corner of Section 13);
Thence S88°51'58"E, 1971.63 feet along the North line of the Southeast quarter;
Thence S00°11'35"W, 1753.96 feet parallel with and 660.00 feet from the East line of the Southeast quarter to the center line of the Kuna Canal;
Thence N70°46'49"W, 174.05 feet along the center line of the Kuna Canal;
Thence 151.82 feet on a curve to the left, having a radius of 500.00 feet, a central angle of 17°23'50", a chord bearing of N79°28'44"W, and a chord length of 151.24 feet, along the center line of the Kuna Canal;
Thence S00°11'35"W, 925.34 feet parallel with and 973.33 feet from the East line of the southeast quarter to the POINT OF BEGINNING.

EXHIBIT B
Permitted Exceptions

1. The lien of general real estate taxes and other governmental liens and assessments not yet due.

2. Rights of way for Kuna Canal.

3. Right of way for East Deer Flat Road.

4. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.
   For: Roadway
   Disclosed: Warranty Deed
   Recorded: June 4, 1919
   Instrument No.: 80276, in Book 136 of Deeds at Page 241

5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
   In Favor of: Idaho Power Company
   Recorded: August 6, 1974
   Instrument No.: 895212

(continued on following page)

6. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
   For: Pipeline
   In Favor of: City of Kuna, a municipal corporation
   Recorded: August 11, 2010
   Instrument No.: 110074195

7. Matters disclosed by Record of Survey
   Survey No.: 10672
   Recorded: October 20, 2016
   Instrument No.: 2016-100815
   As Follows: Kuna Canal

8. Terms, conditions, and provisions of Memorandum of Agreement
   Between: Margaret M. Hill Family Limited Partnership, an Idaho limited partnership and Kuna Hill Development LLC, an Idaho limited liability company
   Dated: February 10, 2017
   Recorded: February 10, 2017
   Instrument No.: 2017-013032

9. Mortgage
   Dated: February 10, 2017
   Mortgagor: Margaret M. Hill Family Limited Partnership
   Mortgagee: Kuna Hill Development LLC, an Idaho limited liability company
   Recorded: February 10, 2017
   Instrument No.: 2017-013031

(end of Exhibit B)

J-U-B ENGINEERS, INC.

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

Winfield Springs Subdivision No. 3
Kuna Sewer Easement No. 2
Legal Description
Project Number 10-17-107 *December 14, 2018*

A 20.00 foot wide easement situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and lying 10.00 feet on each side of the following described centerline:

Commencing at the southeast corner of the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian (the section corner common to Sections 13 & 24, Range 1 West, and 18 & 19, Range 1 East), which bears S88°45'41"E, 2630.92 feet from the south quarter-section corner of Section 13;
Thence N30°47'57"W, 1845.86 feet along a random line to the POINT OF BEGINNING:

Thence S88°51'58"E, 96.55 feet to the POINT OF ENDING.

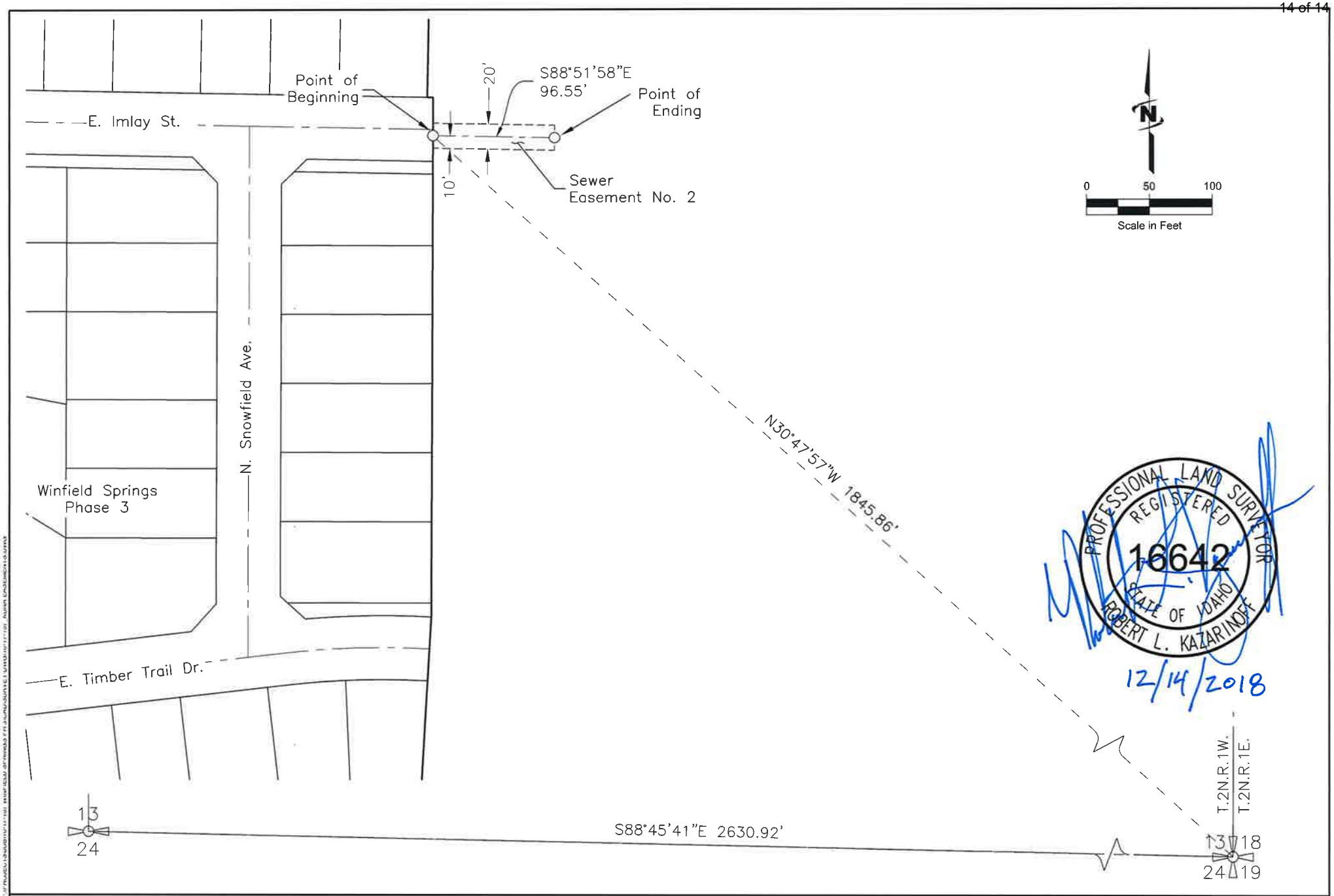
The above-described easement contains 1,931 square feet or 0.04 acres, more or less.

The sidelines of the above-described easement shall extend or contract to close upon the property line at the POINT OF BEGINNING.

PROFESSIONAL LAND SURVEYOR LICENSED 16643 STATE OF IDAHO ROBERT L. KAZARINOFF

12/14/2018

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



J-U-B ENGINEERS, INC.

LAST UPDATE: 12/14/2018
PLOT DATE: 12/14/2018
FILE:10-17-107_KUNA EASEMENTS

Winfield Springs Subdivision No. 3
City of Kuna Sewer Easement No. 2

Situated in the Southeast Quarter of
Section 13, T.2N.,R.1W.,B.M., City of Kuna, Ada County, Idaho

RESOLUTION NO. R15-2019A
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING RESOLUTION NO. R15-2019 CORRECTING THE NAME TO CHALLENGER DEVELOPMENT, INC FOR THE DESERTHAWK SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS on March 5, 2019 the City Council for Kuna, Idaho approved Resolution No. R15-2019 for a Performance Bond for the Deserthawk Subdivision No. 4 with DB Development, LLC; and,

WHEREAS Challenger Development, Inc owns Deserthawk Subdivision No. 4; and,

WHEREAS DB Development, LLC was corrected with Challenger Development, Inc on the Performance Bond; and

WHEREAS Deserthawk Subdivision No. 4 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Deserthawk Subdivision No. 4 were approved by the Kuna City Engineer on September 6, 2018; and

WHEREAS construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS the street lighting, fencing and landscaping have not been completed for Deserthawk Subdivision No. 4 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the street lighting completion has been estimated at forty-four thousand eight hundred seventy-five dollars and zero cents ($44,875.00) adding 25% for a total of fifty-six thousand ninety-three dollars and seventy-five cents ($56,093.75); and

WHEREAS the fencing completion has been estimated at sixty-three thousand two hundred sixty-one dollars and thirty cents ($63,261.30) adding 25% for a total of seventy-nine thousand seventy-six dollars and sixty-three cents ($79,076.63); and

WHEREAS the landscaping completion has been estimated at eighty-five thousand two hundred nine dollars and eighty-nine cents ($85,209.89) adding 25% for a total of one hundred six thousand five hundred twelve dollars and thirty-six cents ($106,512.36); and

WHEREAS developer desires to record the final plat for Deserthawk Subdivision No. 4 prior to completion of construction; and

WHEREAS Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that City of Kuna Resolution R15-2019A authorizes the Kuna City Engineer to accept an irrevocable standby Letter of Credit in lieu of construction for Deserthawk Subdivision No. 4 from Challenger Development, Inc under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;

3. The face amount of the Letter of Credit is at least two hundred forty-one thousand six hundred eighty-two dollars and seventy-four cents ($241,682.74);

4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of May, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of May, 2019.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between CHALLENGER DEVELOPMENT, INC, (hereinafter "Developer"); whose address is 2228 W Piazza St., Meridian, ID 83646, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for Phase No. 4 of the development known as Deserthawk Subdivision, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:

    a. Approved Street Light Plan for Deserthawk Subdivision No. 4 and the associated Bid for Street Lights by Alloway Electric Co, Inc.,

    b. Approved Fencing Plant for Deserthawk Subdivision No. 4 and the associated Bid for Fencing by Butte Fence, Inc.,

    c. Approved Landscape Plan for Deserthawk Subdivision No. 4 and the associated Bid for Landscaping by Power Enterprises.

    The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of two hundred forty-one thousand six hundred eighty-two dollars and seventy-four cents ($241,682.74), for deposit with City in its accounts (the "Cash Deposit"), which includes:

    a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

    b. To that total, the following additional sums may be added upon the following considerations:

i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.

4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.

5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.

6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.

7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from

Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.

9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.

10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.

13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.

14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.

19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.

21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.

22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of May, 2019.

_____

By Challenger Development, INC
General Partner

_____
City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

STATE OF IDAHO)
: SS
County of Ada))

On this 25th day of April, 2019, before me Adair Koltes, personally appeared Corey Barton known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as General Partner and on behalf of the CHALLENGER DEVELOPMENT, INC.

S
E
A
L

ADAIR KOLTES
NOTARY PUBLIC
MY COMMISSION
EXPIRES 6-5-2022
STATE OF IDAHO
COMMISSION NUMBER 30052

Adair

Notary Public for Idaho
My commission expires on 6-05-22

City of Kuna

Staff Memo
Findings of Fact and Conclusions of Law

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

To:	**Kuna City Council**
Case Number:	19-01-TE (Time Extension) – Caspian Subdivision
Location:	W. Lake Hazel Road, Kuna, ID 83634
Planner:	Jace Hellman, Planner II
Meeting Date:	April 16, 2019
Findings:	**May 7, 2019**
Owner:	DB Development, LLC Mason Creek Farms 6152 W. Half Moon Lane Eagle, ID 83616
Applicant:	David Crawford B&A Engineers, Inc. 5505 W. Franklin Road Boise, ID 83705

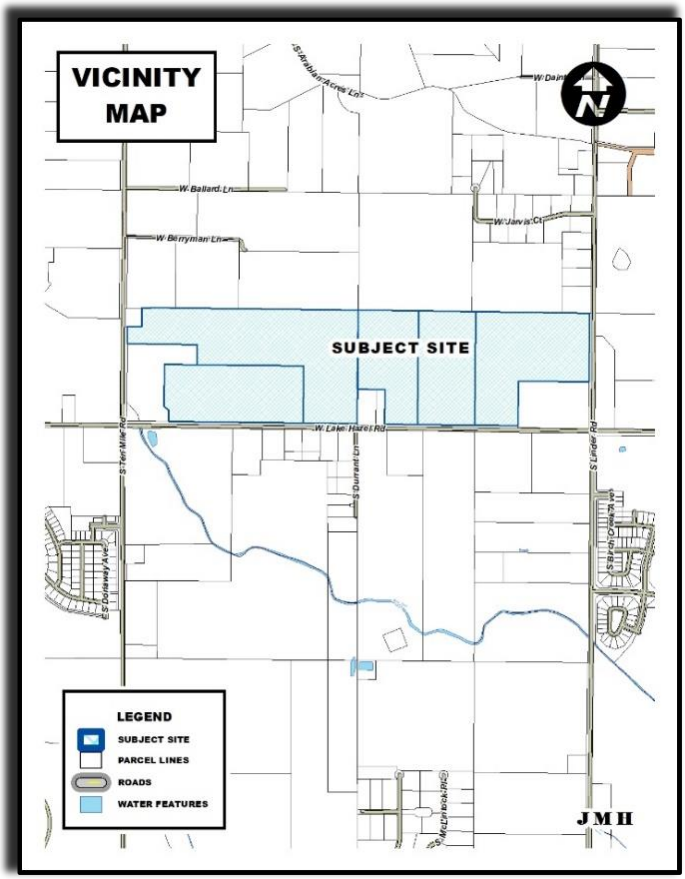


Table of Contents:

A. Course Proceedings
B. General Project Facts
C. Staff Analysis
D. Applicable Standards
E. Council's Order of Decision

A. Course Proceedings:

1. A time extension is designated in Kuna City Code (KCC) 1-14-3, as a public meeting with City Council as the decision-making body. As a public meeting, this application does not require public notices as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the Council is outline in KCC 1-14-3 and have been adhered to.

B. General Project Facts:

1. B&A Engineers is requesting time extension approval for Caspian Subdivision Preliminary Plat (Ada County Assessor Parcel Nos. S1235346610, R848870305, S1235449215, S1235347051 and S1235438411).

C. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks time extension approval for Caspian Subdivision Preliminary Plat.
2. The approved preliminary plat includes phasing. If the time extension is granted, the time schedule for all remaining phases will be reset.
3. An approved preliminary plat time extension shall be valid for two (2) years from the date of approval of the findings of fact and conclusions of law of the extension by City Council.

4. The City Council is under no obligation to grant a time extension. In approving or denying the request for time extension, the City Council may add additional conditions to its approval of the request for time extension.

D. <u>Applicable Standards:</u>

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

E. <u>Council's Order of Decision:</u>

Based on the facts outlined in staff's report and testimony presented at the public meeting, the City Council of Kuna, Idaho, hereby *approves* Case No*. 19-01-TE,* a preliminary plat time extension request from B&A Engineers, Inc. for Caspian Subdivision.

City of Kuna

Kuna City Council

Findings of Fact and Conclusions of Law

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

Based upon the record contained in Case No. 19-01-TE (Time Extension) including the Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *approves* the Findings of Fact and Conclusions of Law for Case Nos. 19-01-TE, a preliminary plat time extension request from B&A Engineers, Inc. for Caspian Subdivision.

1. *Based on the evidence contained in Case No. 19-01-TE, this proposal does generally comply with Kuna City Code.*

   Finding: *The applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

2. *The contents of the time extension application does contain all of the necessary requirements as listed in Kuna City Code 6-2-3: - Preliminary Plat.*

   Finding: *Review by Staff of the proposed preliminary plat confirms all requirements listed in KCC 6-2-3 were provided.*

3. *The applicant has requested a preliminary plat time extension at least sixty days prior to the expiration of the two-year approval period of the approved preliminary plat.*

   Finding: *The Caspian Subdivision Preliminary Plat was approved by City Council on June 6, 2017. Based on the two (2) year approval timeline, the Preliminary Plat for Caspian Subdivision is set to expire on June 6, 2019. Staff confirms that the applicants request for Preliminary Plat time extension was filed with the Planning and Zoning Department prior to the sixty (60) day deadline. With approval from City Council the preliminary plat for Caspian Subdivision is set to expire on May 7, 2021.*

DATED this 7th day of May, 2019.

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

City of Kuna

City Council

Findings of Fact and Conclusions of Law

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

To: City Council

Case Numbers: 18-09-S (Preliminary Plat) - **Sapphire Ranch Subdivision**

Site Location: W. Park Avenue, Kuna, ID 83634.

Planner: Jace Hellman, Planner II

Hearing Date: April 16, 2019
Findings: **May 7, 2019**

Owner/Applicant: Victor Clark
214 South Cole Road
Boise, ID 83709
208.922.6460
victor@brightstarps.com

Representative: ALC Architecture
1119 East State Street, Suite 120
Eagle, ID 83616
208.514.2713
dougn@alcarchitecture.com

Representative: Corinne Graham
921 S. Orchard St, Suite 200
Boise, ID 83705
208.946.3874
cgraham@cswengineering.com

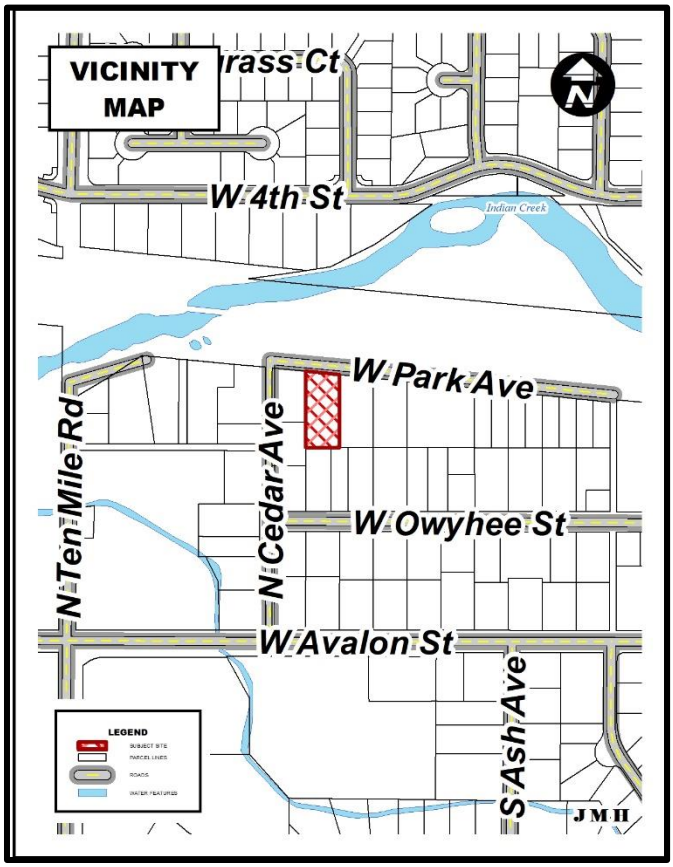


Table of Contents:

A. Process and Noticing
B. Applicants Request
C. Aerial Map
D. Site History
E. General Project Facts
F. Staff Analysis
G. Applicable Standards
H. Comprehensive Plan Analysis
I. Kuna City Code Analysis
J. Commission's Recommendation
K. Council's Order of Decision

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that preliminary plats are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

   a. Notifications

   i. Neighborhood Meeting — July 12, 2018 (six people attended)
   ii. Agency Comment Request — November 5, 2018

iii.	400' Property Owners Notice	March 27, 2019
iv.	Kuna Melba Newspaper	March 27, 2019
v.	Site Posted	April 6, 2019

B. Applicant's Request:

Victor Clark requests to subdivide approximately 0.508-acres into three (3) single family buildable lots. The subject site is located on West Park Avenue, Kuna, ID 83634, within Section 23, Township 2 North, Range 1 West; (APN# R5070002532).

C. Aerial Map:

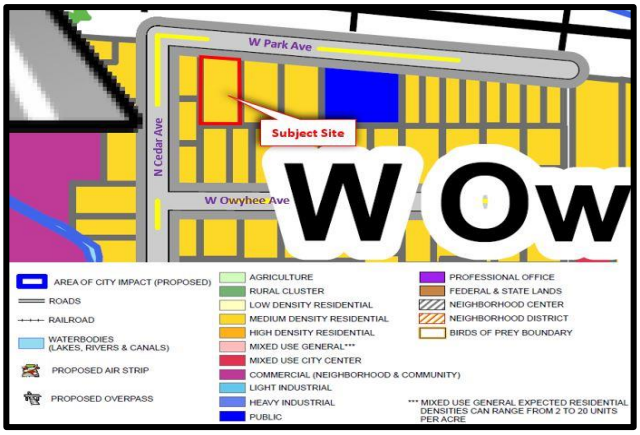
D. Site History:

This parcel is currently zoned R-6 within Kuna City Limits. A special use permit for one tri-plex was approved by the Planning and Zoning Commission on February 13, 2018. The property remains vacant.

E. General Projects Facts:

1. **Comprehensive Plan Map:**
   The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the 0.508-acre site as medium-density residential.

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates there are no future trails proposed through the subject site.



3. **Surrounding Land Uses:**

North	P	Public – Kuna City
South	R-6	Medium Density Residential – Kuna City
East	R-6	Medium Density Residential – Kuna City
West	R-6	Medium Density Residential – Kuna City

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

Property Owner	Parcel Size	Current Zone:	Parcel Number
Victor Clark	0.508	R-6 (Medium Density Residential)	R5070002532

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Irrigation – City of Kuna (KMIS)
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna Police (Ada County Sheriff's office)
Sanitation Services – J & M Sanitation

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

The proposed project site is generally vacant of any structures and vegetation on-site includes natural grasses and shrubbery associated with an ungraded, unimproved building lot. The site is relatively flat with an estimated average slope of 0% to 10%. Bedrock depth is estimated to be between 10 to 20 inches according to the USDA Soil Survey for Ada County.

7. **Transportation / Connectivity:**

Current access to site exists via an approximately 14-foot wide unimproved driveway onto West Park Avenue. The applicant has proposed a 24-foot wide shared driveway onto West Park Avenue from the site, located approximately 114-feet east of Cedar Avenue. The proposed shared driveway will accommodate all three residential homes. The project fronts West Park Avenue, which is improved with 2-travel lanes, 23-feet of pavement, and currently has no curb, gutter and sidewalk abutting the site. The only access to West Park Avenue is available via Cedar Avenue which exists as an improved 17-feet wide street section within 20-feet of right-of-way.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:

- Boise Project Board of Control …… Exhibit C-2
- Department of Environmental Quality …… Exhibit C-3
- Idaho Transportation Department …… Exhibit C-4
- Central District Health Department …… Exhibit C-5
- Ada County Highway District …… Exhibit C-6
- Kuna City Engineer/Public Works …… Exhibit C-7

F. Staff Analysis:

A pre-application meeting was held for this project on March 28, 2018. The applicant, the applicant's representatives, Planning and Zoning and Public Works staff were in attendance to discuss the proposed project. A neighborhood meeting was held by the applicant for residents within the vicinity of the proposed

project on July 12, 2018. A recap of the neighborhood meeting is available within the packet under exhibit A2M.

The proposed project site was recently granted special use permit approval for a triplex to be located within an R-6 zone. Despite having approvals granted for the tri-plex, the applicant has made the determination to bring a different project forward that they feel, based on conversation with neighbors and testimony given at the public hearing regarding the overall size of the triplex, will satisfy the neighbors within the area. The proposed project now includes subdividing approximately 0.508-acres into three (3) single family buildable lots. The applicant has reserved the name Sapphire Ranch Subdivision.

The proposed shared driveway will not be included in the subdivision as its own separate lot. Rather, it will be placed within an easement that will stretch across all proposed lots. Staff would note that Kuna City Code and Ada County Highway District's Local Roadway Policy requires the applicant to construct the section of West Park Ave that is adjacent to the proposed project site as half of a 36-foot street section, which includes pavement widening, curb, gutter and a minimum of a 5-foot sidewalk.

The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The applicant has not identified streetlight locations on the preliminary plat. Applicant will be required to work with staff in order to comply with Kuna City code and install street lights with a maximum spacing of two hundred fifty (250) feet along the site's frontage. Street Lights as well as other public improvements required by Kuna City Code shall be shown on construction plans to be submitted and verified by staff and approved by the Public Works Department. These street lights must be LED and designed and installed according to "Dark skies" standards.

City services and facilities are within 300-feet of the subject site. The applicant will be required to make the connection to all city utilities. Additionally, the applicant will be required to conform to the City of Kuna's Master plan for water, sewer and irrigation.

Staff has determined the preliminary plat is in technical compliance with Kuna City Code, Title 5 and Title 6 and Idaho Statute § 67-6511; and complies with the goals and policies set in Kuna's Comprehensive Plan. The Planning and Zoning Commission voted 3-0 at their regularly scheduled February 12, 2019 meeting to recommend approval case no. 18-09-S to City Council, subject to the conditions of approval as stated in section "K" of this report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

The Kuna City Council may accept or reject the Comprehensive Plan components, and has determined the proposed preliminary request for the site *is* consistent with the following Comprehensive Plan components as described below:

2.0 – Property Rights

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

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

6.0 – Land Use

Policy: Provide a variety of housing densities and types to accommodate various lifestyles, ages and economic groups.

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

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

12.0 – Housing

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

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

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

I. Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with Kuna City Code (KCC).

   Comment: *The proposed applications adhere to the applicable requirements of Title 5 and Title 6 of KCC.*

2. The City Council feels the site *is* physically suitable for the proposed development.

   Comment: *The 0.508-acre (approximate) site does appear to be suitable for the proposed development.*

3. The preliminary plat request *is not* likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

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

4. This application *is not* likely to cause adverse public health problems.

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

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

   Comment*: The preliminary plat request considers the location of the property and adjacent uses. The adjacent uses are residential.*

6. The existing and proposed street and utility services in proximity to the site *are* suitable *or* adequate for a commercial development.

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

J. Commission's Recommendation:

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, recommended approval of Case No. 18-09-S (Preliminary Plat), a subdivision request from Victor Clark to subdivide approximately 0.508 acres into three (3) single family buildable lots subject to the following conditions of approval listed in section K of this staff report, including the following additional conditions:

- Applicant shall work with staff regarding the location of the fence on the west property line. (#14)
- Applicant shall work with the City Engineer and Staff to resolve any irrigation issues. (#15)

K. Council's Order of Decision:

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby approves Case No. 18-09-S (Preliminary Plat), a subdivision request from Victor Clark to subdivide approximately 0.508 acres into three (3) single family buildable lots subject to the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    a. The City Engineer shall approve the sewer hook-ups.
    b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
    d. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
    e. The Kuna Municipal Irrigation District and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
    f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
    g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
5. Connection to City Services (sewer, water and irrigation) is required. The applicant shall work with staff to conform to all corresponding Master Plans.
6. Curb, gutter and detached sidewalk shall be installed in accordance with Kuna City Code Title 5 Chapter 17 along the proposed project sites frontages.

7. Applicant shall work with staff in order to provide locations of street lights as required by Kuna City Code.
8. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
9. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
10. All signage within/for the project shall comply with Kuna City Code and shall be approved through the design review process.
11. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three (3) days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
12. If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat for approval.
13. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
14. Applicant shall work with staff regarding the location of the fence on the west property line.
15. Applicant shall work with the City Engineer and Staff to resolve any irrigation issues.
16. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements.
17. Developer/owner/applicant shall comply with all local, state and federal laws.

City of Kuna

City Council

Findings of Fact and Conclusions of Law

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

Based upon the record contained in Case No. 18-09-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Council hereby *approves* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 18-09-S (Preliminary Plat), a subdivision request from Victor Clark to subdivide approximately 0.508 acres into three (3) single-family lots.

1. Based on the evidence contained in Case No. 18-09-S, this proposal does generally comply with the City Code.

   Finding: *The applicant has submitted a complete application, and following staff review for technical compliance the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

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

   Finding: *Neighborhood Notices were mailed out to residents within 300-FT of the proposed project site on March 27, 2019 and a legal notice was published in the Kuna Melba Newspaper on March 27, 2019. The property was posted on April 6, 2019.*

3. *Based on the evidence contained in Case no. 18-09-S, this proposal does generally comply with the Comprehensive Plan.*

   Finding: *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna. The Comp Plan Map designates this property as Medium Density.*

4. The contents of the proposed preliminary plat application *does* contain all of the necessary requirements as listed in Kuna City Code 6-2-3: - Preliminary Plat.

   Finding: *Review by Staff of the proposed preliminary plat confirms all requirements listed in KCC 6-2-3 were provided.*

5. The availability of existing and proposed public services and streets *can* accommodate the proposed development.

   Finding: *Correspondence from Kuna Public Works and Ada County Highway District (exhibits C6 and C7) confirms that the streets and utility services are suitable and adequate to accommodate the proposed project.*

6. The proposed development *is* continuous with Master Utility Plans (Sewer/Water/Pressurized Irrigation).

   Finding: *Correspondence from Kuna Public Works recommends the applicant be required to conform to the Master Sewer, Master Water and Master Irrigation Plans. However, the nearest pressurized irrigation main is located approximately 2,000 feet from the proposed entrance to Sapphire Ridge. The Planning and Zoning Commission has recommended that the applicant be conditioned to work with the City Engineer and Staff to resolve any issues regarding irrigation.*

7. The public *does* have the financial capability to provide supporting services to the proposed development.

   Finding: *Throughout the development of the project and beyond, connection fees, impact fees (Fire, Park and Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.*

8. The proposed project *does* consider health and safety of the public and the surrounding area's environment**.**

   Finding: *Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. are required to be implemented as a part of this project. However, there are no sidewalks and few streetlights leading to the site. No major wildlife habitats will be impacted by the proposed development.*

DATED this 7th day of May, 2019.

_____

Joe Stear, Mayor
Kuna City

ATTEST:

_____

Chris Engels
Kuna City Clerk

City of Kuna

City Council Staff Memo

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

To: **City Council**

Case Numbers: 18-07-AN & 18-05-ZC
Bodahl-Stiner

Site Location: 3925 West Hubbard Road
Kuna, ID 83634

Planner: Sam Weiger, Planner I

Hearing Date: May 7, 2019

Owner/Applicant **Thistle Farm, LLC./Bodahl Farm, LLC.**
3925 West Hubbard Road
Kuna, ID 83634
208.286.0520
timothyeck@me.com

Representative: **Bailey Engineering**
4242 North Brookside Lane
Boise, ID 83714
208.938.0013
kmiller@baileyengineers.com

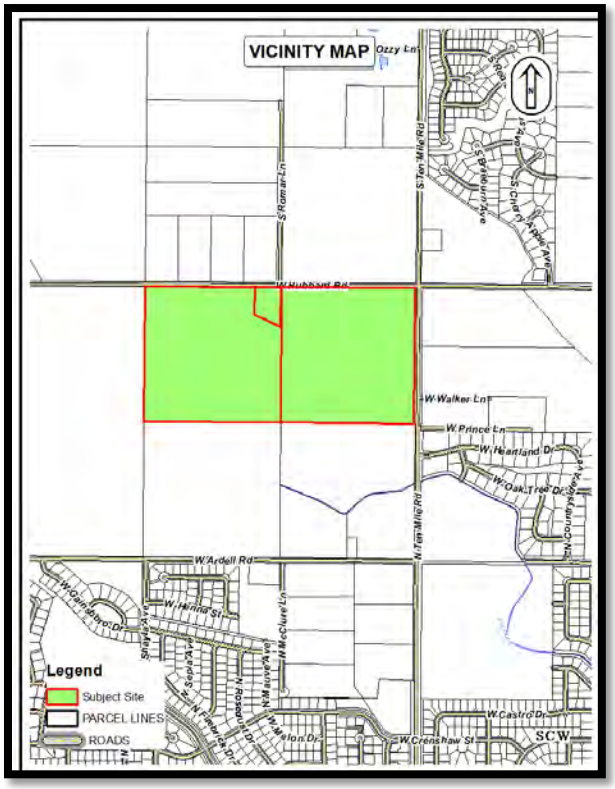


Table of Contents:

A. Process and Noticing
B. Applicants Request
C. Exhibit Maps
D. Site History
E. General Project Facts
F. Staff Analysis
G. Applicable Standards
H. Kuna City Code Analysis
I. Comprehensive Plan Analysis
J. Proposed Findings of Fact
K. Proposed Conclusions of Law
L. Recommended by the Commission
M. Proposed Decision by the Council

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3 states that annexations and rezones are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

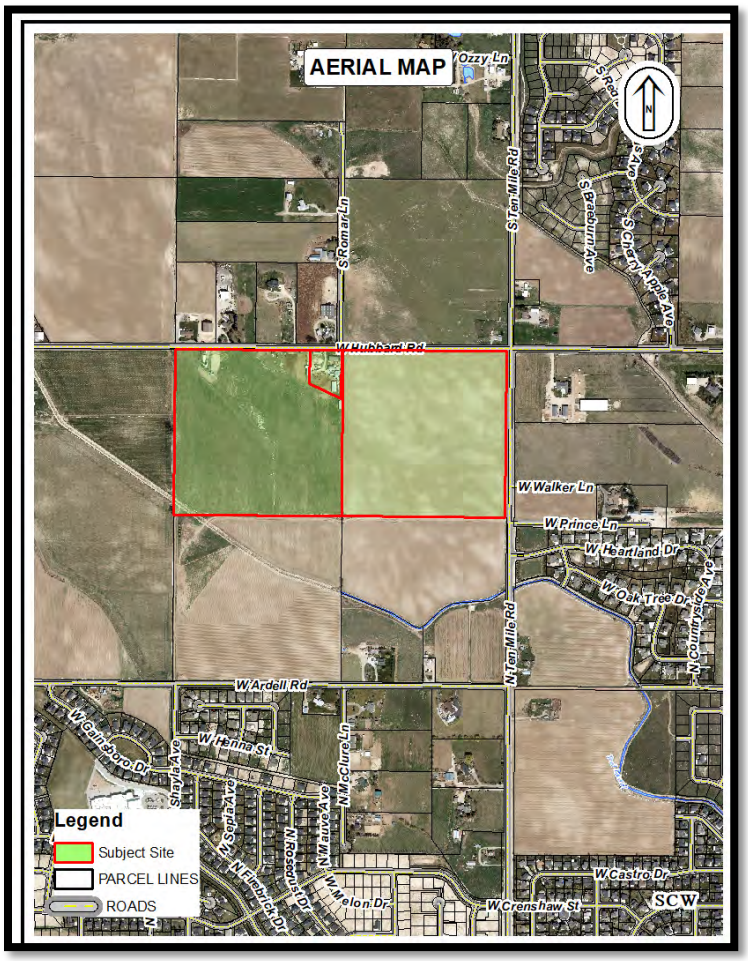
a. Notifications

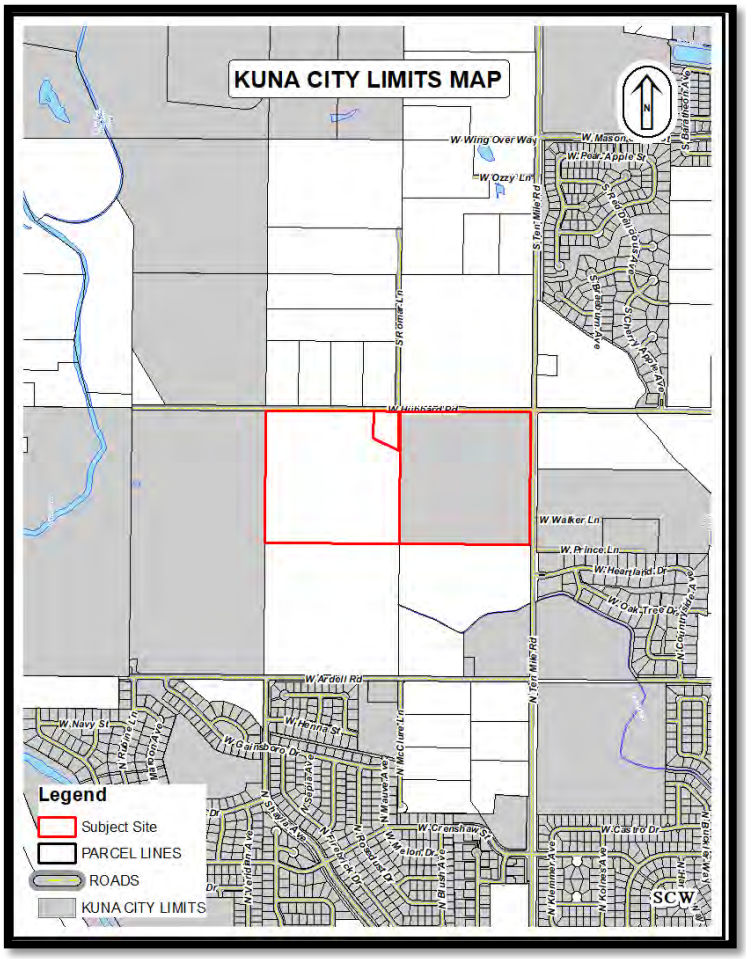
i.	Neighborhood Meeting	September 12, 2018 (7 people attended)
ii.	Agency Comment Request	November 15, 2018
iii.	Site Posted	???
iv.	400' Property Owners Notice	April 16, 2019
v.	Kuna, Melba Newspaper	April 17, 2019
vi.	Agenda	May 7, 2019

B. Applicant Request:

The applicant, Tim Eck, requests to annex two contiguous parcels on West Hubbard Road into Kuna City Limits with an R-6 zoning designation. The subject sites are located at 3925 and 3625 West Hubbard Road, within Section 15, Township 2 North, Range 1 West (APN# S1315120800 & S1315120700). Additionally, the applicant also requests to rezone an adjoining parcel, approximately 38.98 acres, from agricultural to commercial. The subject site is located at 3003 North Ten Mile Road, within Section 15, Township 2 North, Range 1 West; (APN# S1315110051).

C. Exhibit Maps:



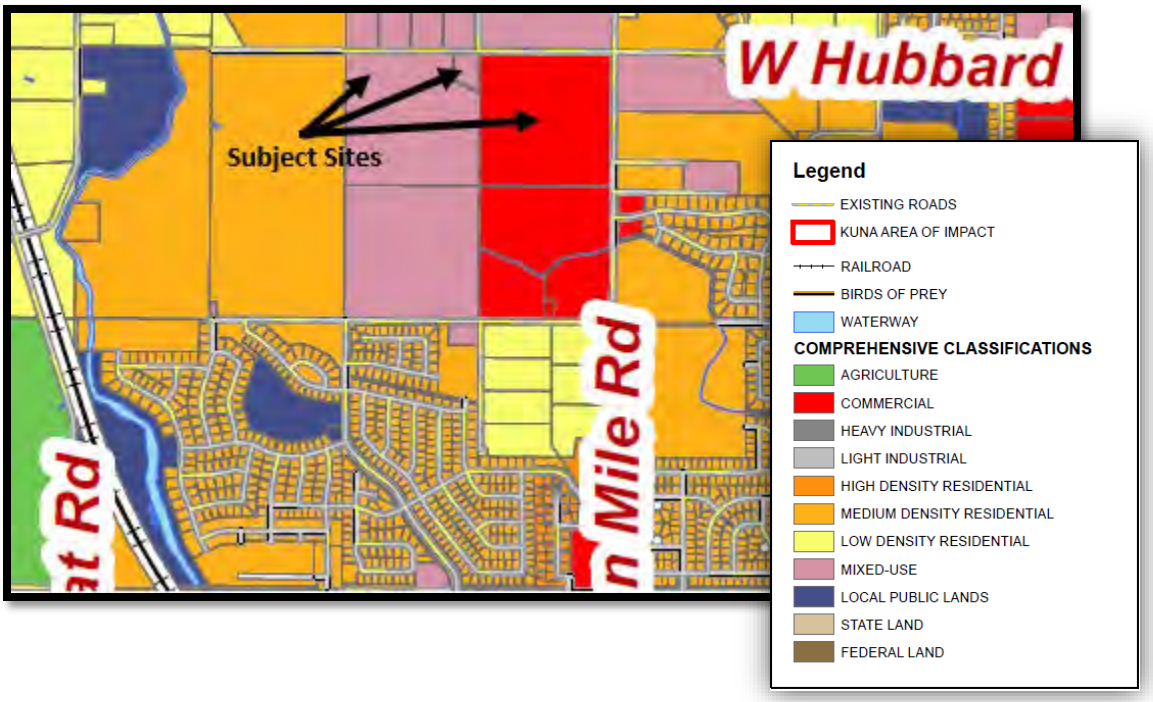


D. Site History:

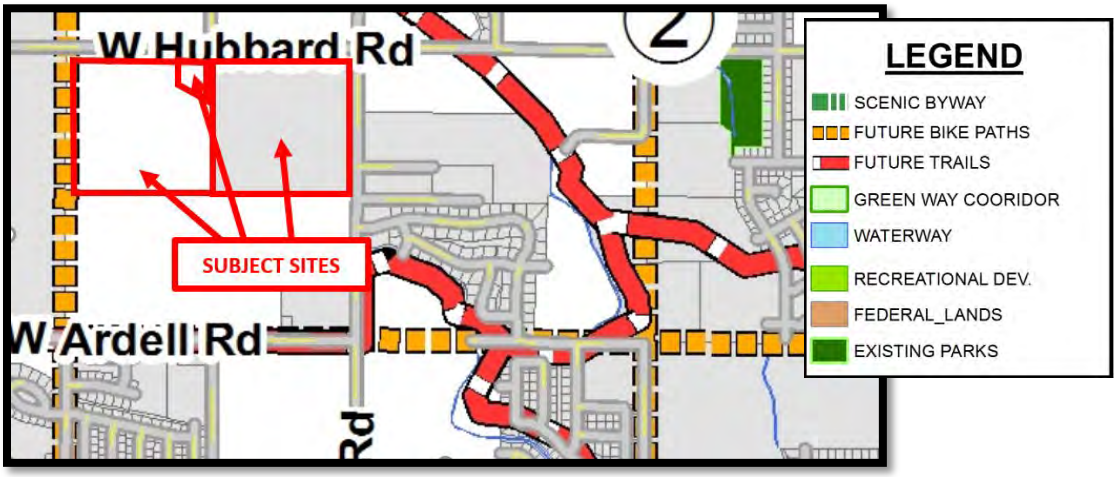
Two parcels are currently within Ada County. The approximately 2.0-acre parcel has served as residential property and the approximately 36.51-acre parcel has historically been used as agricultural land. The approximately 38.98-acre parcel on Ten Mile Road is within city limits and is currently zoned A (agricultural).

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations, it is not the actual zone. The Future Land Use Map identifies the 37.54-acre site and 2.0-acre site as mixed-use and the 38.98-acre site as commercial.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map does not indicate a future trail through any of the three sites. However, a future bike path is shown along the future extension of Shayla Avenue. Accordingly, it is the City's goal and desire to increase the number of trails and pathways in Kuna.



3. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR A	Rural Residential – Ada County Agricultural – Kuna City
West	A	Agricultural – Kuna City

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

Property Owner	Parcel Size	Current Zone:	Parcel Number
Thistle Farm, LLC	37.54 acres	RR, Ada County	S1418346600
Justin Blackstock	2.00 acres	RR, Ada County	S1315120700
Bodahl Farm, LLC	38.98 acres	A, Kuna City	S1315110051
Total Acres	**78.52 acres**		

5. **Services:**
Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Pressurized Irrigation – City of Kuna (KMIS)
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna Police (Ada County Sheriff's office)
Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**
The 2.0-acre parcel contains one manufactured home. The front of the site contains landscaping typically associated with a residential lot (i.e. grass, trees and shrubs). The 36.51-acre parcel historically has been farmed and contains features associated with agricultural land. The Teed Canal lies within the 37.54-acre parcel. The Boise Project Board of Control is contracted to operate and maintain this canal. The site is relatively flat with an estimated average slope of 0% to 3%. Bedrock depth is estimated to be between 20 and 40 inches and greater than 60 inches, according to the USDA Soil Survey for Ada County.

7. **Environmental Issues:**
Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area.

8. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
   - Kuna School District - Exhibit B-1
   - Boise Project Board of Control - Exhibit B-2
   - Community Planning Association of Southwest Idaho (Compass) - Exhibit B-3
   - Idaho Transportation Department (ITD) - Exhibit B-4
   - Ada County Highway District (ACHD) – Exhibit B-5
   - City Engineer – Exhibit B-6

F. Staff Analysis:
The applicant requests to annex an approximately 37.54-acre parcel and a 2.0-acre parcel into Kuna City limits with an R-6 (Medium Density Residential) zoning designation. City limits are contiguous to the eastern and western property lines. A residential subdivision is proposed for these parcels, but no plat has been submitted.

This project is adjacent to West Hubbard Road and North Ten Mile Road. All major public utilities are located approximately within 300 feet of the subject sites. Applicant is aware that development of these parcels will require connection to all city services and associated connection fees at time of building permit submittal.

A future bike path is shown along the future extension of Shayla Avenue. Staff will require the applicant to work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities.

Additionally, the applicant proposes to rezone an approximately 38.98-acre parcel from agricultural to commercial. The Planning and Zoning Commission recommended a condition that states "The preliminary plat shall include no more than 25 acres of multifamily use." Due to Ordinance No. 2019-04, which revised the

restrictions for multifamily use in a commercial zone, staff recommends that Condition No. 12 of this staff report be removed.

Planning and Zoning staff initially met with the applicant. A neighborhood meeting was held on September 12, 2018. A summary of the neighborhood meeting minutes is shown in the letter of intent, and it has been highlighted.

Staff has determined the annexations and the rezone generally comply with the goals and policies for Kuna City, Title 5 of Kuna City Code; Idaho Code; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 18-07-AN (Annexation), 18-05-ZC (Rezone).

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Comprehensive Plan.
3. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

   Comment: *The proposed application adheres to the applicable requirements of Title 5 of KCC.*

2. The site is physically suitable for development in the future.

   Comment: *The 37.54-acre (approximate), 2.0-acre (approximate), and 38.98-acre (approximate) sites appear to be suitable for development in the future.*

3. The annexation and rezone requests are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

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

4. These applications *are not* likely to cause adverse public health problems.

   Comment: *The project will be required to connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

   Comment*: The annexation and rezone requests appear to avoid detriment to surrounding uses. Council did consider the annexation and rezone and the location of the property with adjacent uses.*

I. Comprehensive Plan Analysis:

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

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

2.0 – Property Rights

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

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

J. Proposed Findings of Fact:

1. **Annexation and Rezone**: Based upon the record contained in Case No's 18-07-AN and 18-05-ZC including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the City Council of Kuna, Idaho hereby *approves/conditionally approves/denies* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 18-07-AN, 18-05-ZC, a request for annexation and rezone approval by the applicant:

2. The Kuna City Council approves/conditionally approves/denies the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

   Comment: *The Kuna City Council held a public hearing on the subject applications on May 7, 2019, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case Nos. 18-07-AN and 18-05-ZC, this proposal complies with the Comprehensive Plan and Future Land Use Map.

   Comment: *The Comp Plan Future Land Use Map designates the approximately 37.51 and 2.00-acre parcels as Medium Density Residential. With the annexation, the applicant proposes a zoning designation of R-6 for these two parcels. The Comp Plan Future Land Use Map designates the approximately 38.98-acre parcel as Commercial. With the rezone, the applicant proposes a zoning designation of C-1 for this parcel.*

4. The Kuna Planning and Zoning Commission has the authority to recommend approval, conditional approval, or denial of this application.

   Comment*: On January 8, 2019, the Planning and Zoning Commission voted to recommend conditional approval for Case No. 18-07-AN & 18-05-ZC, with the condition that the preliminary plat include no more than 25 acres of multifamily use.*

5. The Kuna City Council has the authority to approve, conditionally approve, or deny this application.

   Comment: *On May 7, 2019, Kuna's City Council will vote to approve/conditionally approve/deny applications 18-07-AN and 18-05-ZC.*

6. *The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.*

   Comment: *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on May 7, 2019.*

K. Proposed Conclusions of Law:

1. Based on the evidence contained in Case Nos. 18-07-AN & 18-05-ZC, the Kuna City Council finds that Case Nos. 18-07-AN & 18-05-ZC *comply/do not comply* with Kuna City Code.

2. Based on the evidence contained in Case Nos. 18-07-AN & 18-05-ZC, the Kuna City Council finds that Case Nos. 18-07-AN & 18-05-ZC *comply/does not* comply with Kuna's Comprehensive Plan.

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

L. <u>Proposed Order of Decision by Council:</u>

Note: This motion is to approve/conditionally approve/deny the annexation and rezone applications. If the City Council wishes to change specific parts of these requests as detailed in this memo, those changes must be specified.

Based on the facts outlined in staff's memo and public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves/conditionally approves/denies* Case Nos. 18-07-AN (Annexation) & 18-05-ZC (Rezone), a request from Tim Eck, on behalf of Thistle Farms, LLC to annex approximately 39.56 acres and rezone approximately 38.98 acres from agricultural to commercial, with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the drainage and development plans. The following site improvements are prohibited prior to approval of the following agencies and/or the issuance of a building permit:
    a. The City Engineer shall approve the sewer hook-ups.
    b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan from the City Engineer.
    c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
    d. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
    e. The Kuna Municipal Irrigation District and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
    f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
    g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).
5. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
6. Parking within the site shall comply with Kuna City Code.
7. Curb, gutter and detached sidewalk shall be installed throughout the proposed project site and along the site's frontages on West Hubbard Road and Ten Mile Road.
8. The developer shall work with staff to design and construct trails and pathways, or work with Ada County Highway District to pay their proportionate share to comply with the Master Plan's goals by either starting a pathway, or extending current ones at time of development.

9. Applicant shall work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities.
10. Fencing within and around the site will require the issuance of a building permit and shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
12. Planning and Zoning Commission recommends that the preliminary plat include no more than 25 acres of multifamily use.
13. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
14. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 7th day of May, 2019.

City of Kuna

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

Findings of Fact and Conclusions of Law – P&Z Commission

To: Planning and Zoning Commission

Case Numbers: 18-07-AN & 18-05-ZC
Bodahl-Stiner

Site Location: 3925 West Hubbard Road
Kuna, ID 83634

Planner: Sam Weiger, Planner I

Hearing Date: January 8, 2019
Findings: **January 22, 2019**

Owners **Thistle Farm, LLC.**
Bodahl Farm, LLC.
3925 West Hubbard Road
Kuna, ID 83634
208.286.0520
timothyeck@me.com

Applicant: **Tim Eck**
6152 West Halfmoon Lane
Eagle, ID 83616
208.286.0520
timothyeck@me.com

Representative: **Bailey Engineering**
4242 North Brookside Lane
Boise, ID 83714
208.938.0013
kmiller@baileyengineers.com

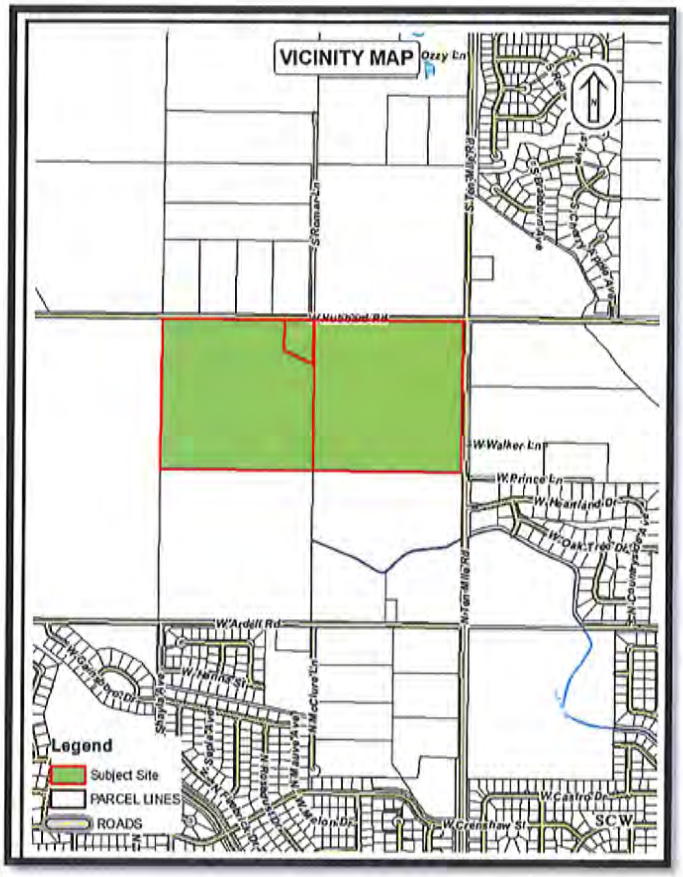


Table of Contents:

A. Process and Noticing
B. Applicants Request
C. Exhibit Maps
D. Site History
E. General Project Facts
F. Staff Analysis
G. Applicable Standards
H. Kuna City Code Analysis
I. Comprehensive Plan Analysis
J. Factual Summary
K. Findings of Fact
L. Conclusions of Law
M. Decision by Planning and Zoning Commission

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3 states that annexations and rezones are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

Exhibit A1

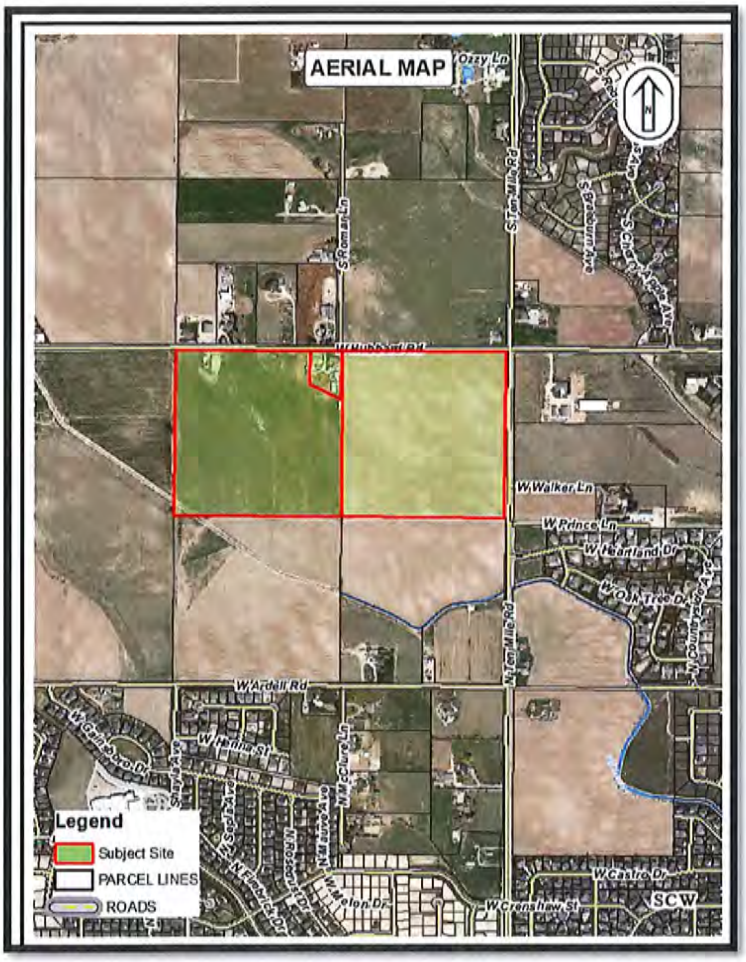
a. **Notifications**

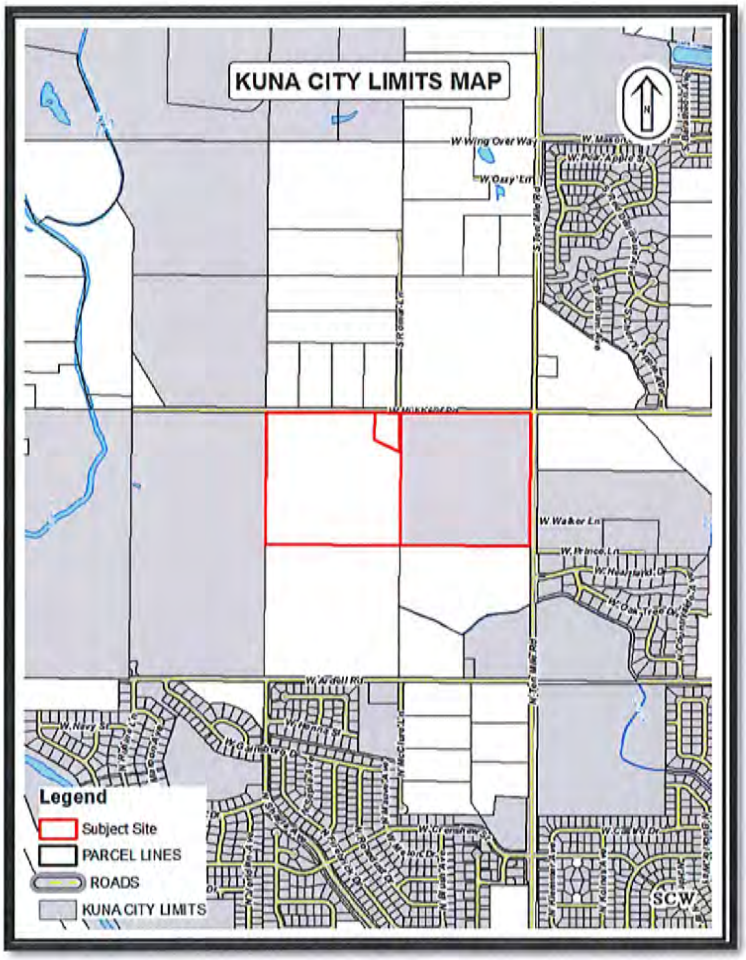
i.	Neighborhood Meeting	September 12, 2018 (7 people attended)
ii.	Agency Comment Request	November 15, 2018
iii.	Kuna, Melba Newspaper	December 19, 2018
iv.	400' Property Owners Notice	December 21, 2018
v.	Site Posted	September 28, 2018

B. Applicant Request:

The applicant, Tim Eck, requests to annex two contiguous parcels on West Hubbard Road into Kuna City Limits with an R-6 zoning designation. The subject sites are located at 3925 and 3625 West Hubbard Road, within Section 15, Township 2 North, Range 1 West (APN# S1315120800 & S1315120700). Additionally, the applicant also requests to rezone an adjoining parcel, approximately 38.98 acres, from agricultural to commercial. The subject site is located at 3003 North Ten Mile Road, within Section 15, Township 2 North, Range 1 West; (APN# S1315110051).

C. Exhibit Maps:



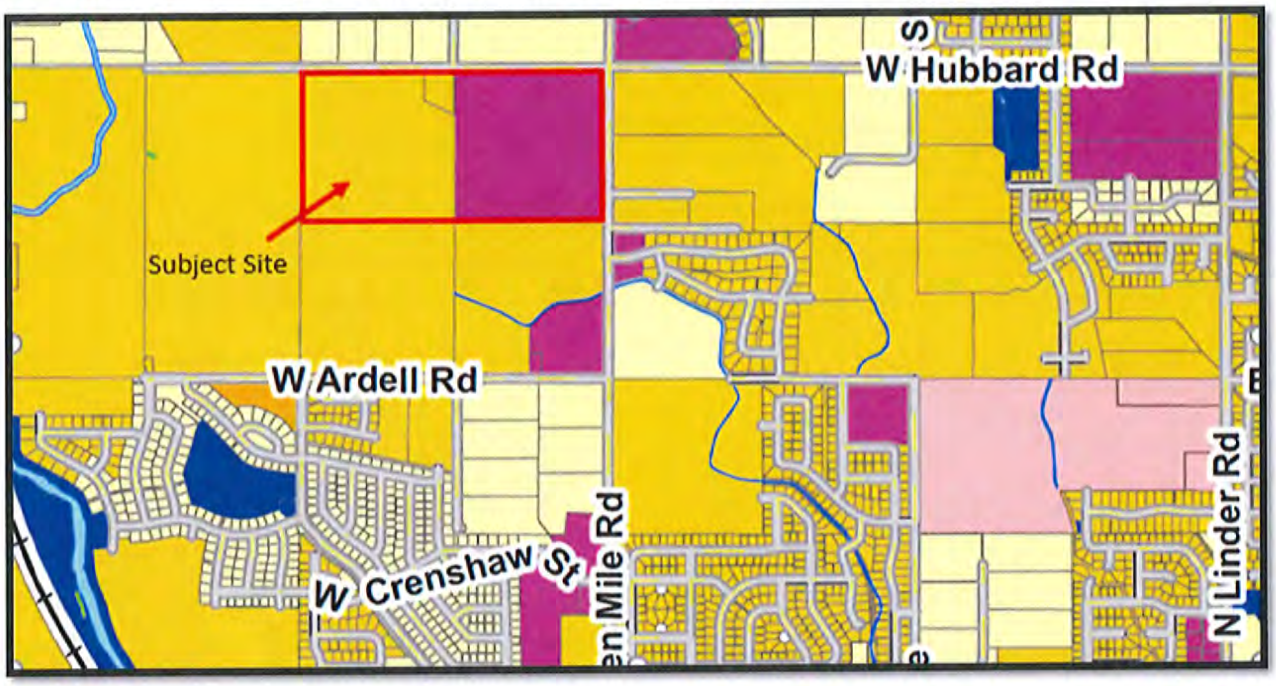


D. Site History:

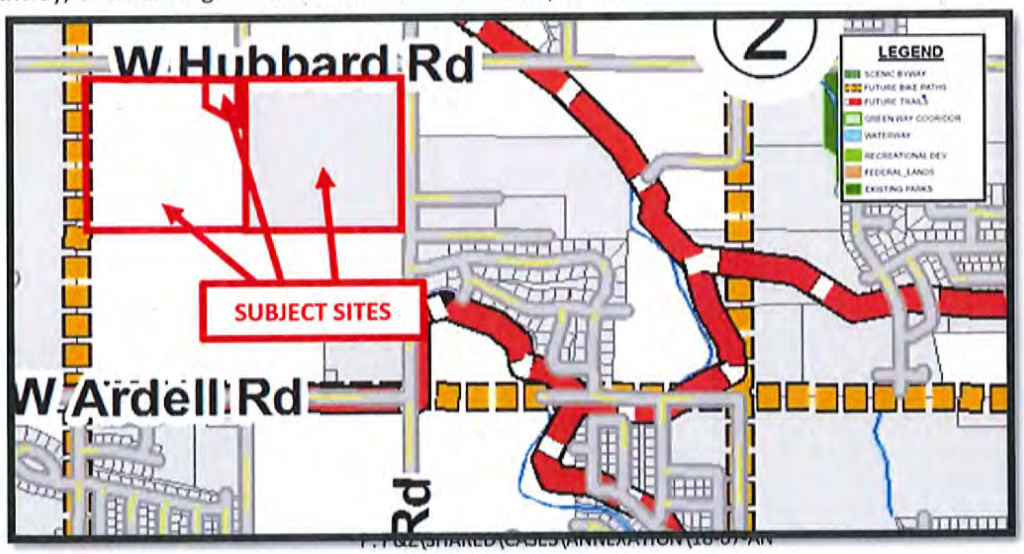
Two parcels are currently within Ada County. The approximately 2.002-acre property has served as residential property and the approximately 36.51-acre parcel has historically been considered agricultural land. The approximately 38.98-acre parcel on Ten Mile Road is within city limits and is currently zoned A (agricultural).

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations, it is not the actual zone. The Future Land Use Map identifies the 37.54-acre site and 2.002-acre site medium density residential and the 38.98-acre site as commercial (neighborhood and community).



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map does not indicate a future trail through any of the three sites. However, a future bike path is shown along the future extension of Shayla Avenue. Accordingly, it is the City's goal and desire to increase the number of trails and pathways in Kuna. Staff highly recommends that developers design and construct trails and pathways, or work with Ada County Highway District to pay their proportionate share to comply with the Master Plan's goals by either starting a pathway, or extending current ones at time of development.



3. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR A	Rural Residential – Ada County Agricultural – Kuna City
West	A	Agricultural – Kuna City

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

Property Owner	Parcel Size	Current Zone:	Parcel Number
Thistle Farm, LLC	37.54 acres	RR, Ada County	S1418346600
Justin Blackstock	2.002 acres	RR, Ada County	S1315120700
Bodahl Farm, LLC	38.98 acres	A, Kuna City	S1315110051
Total Acres 78.522			

5. **Services:**

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

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

The 2.002-acre parcel contains one manufactured home. The front of the site contains landscaping typically associated with a residential lot (i.e. grass, trees and shrubs). The 36.51-acre parcel historically has been farmed and contains features associated with agricultural land. The Teed Canal lies within the 37.54-acre parcel. The Boise Project Board of Control is contracted to operate and maintain this canal. The site is relatively flat with an estimated average slope of 0% to 3%. Bedrock depth is estimated to be between 20 and 40 inches and greater than 60 inches, according to the USDA Soil Survey for Ada County.

7. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area.

8. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:

- Kuna School District ..... Exhibit C-1
- Boise Project Board of Control..... Exhibit C-2
- Community Planning Association of Southwest Idaho (Compass) ..... Exhibit C-3
- Idaho Transportation Department (ITD) ..... Exhibit C-4

F. Staff Analysis:

The applicant requests to annex an approximately 37.54-acre parcel and a 2.002-acre parcel into Kuna City limits with an R-6 (Medium Density Residential) zoning designation. City limits are contiguous to the eastern and western property lines. A residential subdivision is proposed for these parcels.

This project is adjacent to West Hubbard Road and North Ten Mile Road. All major public utilities are located approximately within 300 feet of the subject sites. Applicant is aware that development of these parcels will require connection to all city services and associated connection fees at time of building permit submittal.

The Recreation and Pathways Master Plan Map does not indicate a future trail through either site. However, a future bike path is shown along the future extension of Shayla Avenue. Staff will require the applicant to

work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities.

Additionally, the applicant proposes to rezone an approximately 38.98-acre parcel from agricultural to commercial. Multifamily dwellings are proposed for this parcel.

Staff has determined the annexations and the rezone comply with the goals and policies for Kuna City, Title 5 and Title 6 of Kuna City Code; Idaho Code; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 18-07-AN (Annexation), 18-05-ZC (Rezone), subject to any conditions of approval outlined by Kuna's Planning and Zoning Commission and City Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

   Comment: *The proposed application adheres to the applicable requirements of Title 5 and Title 6 of KCC.*

2. The Commission feels the sites *are* physically suitable for development in the future.

   Comment: *The 37.54-acre (approximate), 2.002-acre (approximate), and 38.98-acre (approximate) sites appear to be suitable for development in the future.*

3. The annexation and rezone requests *are not* likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

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

4. These applications *are not* likely to cause adverse public health problems.

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

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

   Comment: *The annexation and rezone requests appear to avoid detriment to surrounding uses. Commission did consider the annexation and rezone and the location of the property with adjacent uses.*

I. Comprehensive Plan Analysis:

The Kuna Planning and Zoning Commission accepts the Comprehensive Plan components as described below.

1. The proposed application for the sites is consistent with the following Comprehensive Plan components:

2.0 – Private Property Rights

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

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

6.0 – Land Use

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

J. Factual Summary:

These parcels are both on West Hubbard Road just west of North Ten Mile Road. The project consists of annexation of two parcels into Kuna City limits and rezoning of one parcel from agricultural to commercial. The first parcel is 37.54 acres and proposed to be zoned R-6. The purpose of annexing this parcel is to create a residential subdivision. The second parcel is approximately 2.002 acres, and the purpose of annexing this parcel is to create a residential subdivision. The applicant requests rezone approval on the 38.98-acre lot for multifamily dwellings.

K. Findings of Fact:

1. **Annexation and Rezone**: Based upon the record contained in Case No's 18-07-AN and 18-05-ZC including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Planning and Zoning Commission hereby recommends *approval of* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 18-07-AN, 18-05-ZC, a request for annexation and rezone approval by the applicant.

2. The Kuna Planning and Zoning Commission conditionally approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

   Comment: *The Kuna Planning and Zoning Commission held a public hearing on the subject applications on January 8, 2019, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case Nos. 18-07-AN and 18-05-ZC, this proposal complies with the Comprehensive Plan and Future Land Use Map.

   Comment: *The Comp Plan Future Land Use Map designates the approximately 37.51 and 2.00-acre parcels as Medium Density Residential. With the annexation, the applicant proposes a zoning designation of R-6 for these two parcels. The Comp Plan Future Land Use Map designates the approximately 38.98-acre parcel as Commercial. With the rezone, the applicant proposes a zoning designation of C-1 for this parcel.*

4. The Kuna Planning and Zoning Commission has the authority to recommend approval or denial of Case Nos. 18-07-AN and 18-05-ZC.

Comment: *On January 8, 2019, the Commission voted to recommend conditional approval of Case Nos. 18-07-AN and 18-05-ZC.*

5. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

   Comment: *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on January 8, 2019.*

L. Conclusions of Law:

1. Based on the evidence contained in Case Nos. 18-07-AN & 18-05-ZC, Commission finds that Case Nos. 18-07-AN & 18-05-ZC *complies* with Kuna City Code.

2. Based on the evidence contained in Case Nos. 18-07-AN & 18-05-ZC, Commission finds that Case Nos. 18-07-AN & 18-05-ZC *is* consistent with Kuna's Comprehensive Plan.

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

M. Decision by the Planning & Zoning Commission:

Note: These motions are for the recommendation of approval, conditional approval or denial of the annexation and rezone applications to City Council. However, if the planning and Zoning Commission wishes to change specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *conditional approval* of Case No. 18-07-AN (Annexation) & 18-05-ZC (Rezone), an annexation request from Tim Eck, on behalf of Thistle Farms, LLC to annex approximately 39.56 acres into a residential subdivision and rezone approximately 38.98 acres for commercial use, with the following conditions of approval:

- *Applicant shall follow the conditions as stated in the staff report.*

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the drainage and development plans. All site improvements are prohibited prior to approval of the following agencies:
   a. The City Engineer shall approve the sewer hook-ups.
   b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan from the City Engineer.
   c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
   d. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
   e. The Kuna Municipal Irrigation District and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
   f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
   g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. The Kuna Planning and Zoning Commission recommends that the preliminary plat for the 38.98-acre parcel would include no more than 25 acres of multifamily housing.
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
7. Parking within the site shall comply with Kuna City Code.
8. Curb, gutter and detached sidewalk shall be installed throughout the proposed project site and along the site's frontages on West Hubbard Road and Ten Mile Road.
9. Applicant shall work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities.
10. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
12. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
13. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 22nd day of January, 2019.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Sam Weiger, Planner I
Kuna Planning and Zoning Department

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

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	18-07- AN, 18-05, ZC
Project name	Bodahl-Stiner
Date Received	
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Type of Review (check all that apply):

- [x] Annexation
- [ ] Appeal
- [ ] Comprehensive Plan Amendment
- [ ] Design Review
- [ ] Development Agreement
- [ ] Final Planned Unit Development
- [ ] Final Plat
- [ ] Lot Line Adjustment
- [ ] Lot Split
- [ ] Planned Unit Development
- [ ] Preliminary Plat
- [x] Rezone
- [ ] Special Use
- [ ] Temporary Business
- [ ] Vacation
- [ ] Variance

Contact/Applicant Information

Owners of Record: Thistle Farm, LLC., Justin Blackstock, Bodahl Farm, LLC.
Address: 3925 W. Hubbard Rd.
City, State, Zip: Kuna, ID 83634
Phone Number: 208-286-0520
E-Mail: timothyeck@me.com
Fax #:

Applicant (Developer): Thistle Farms, LLC.
Address: 6152 W. Halfmoon Lane
City, State, Zip: Eagle, ID 83616
Phone Number: 208-286-0520
E-Mail: timothyeck@me.com
Fax #:

Engineer/Representative: Bailey Engineering, Inc.
Address: 4242 N. Brookside Lane
City, State, Zip: Boise, ID 83714
Phone Number: 208-938-0013
E-Mail: kmiller@baileyengineers.com
Fax #:

Subject Property Information

Site Address: 3925 W. Hubbard Rd.
Site Location (Cross Streets): Hubbard Road and Ten Mile Road
Parcel Number (s): S1315120800, S1315120700 & S1315110051
Section, Township, Range: SEC 15 2N 1W
Property size : 3 parcels totaling 80 acres
Current land use: Agriculture
Proposed land use: 40 acres R-6, 40 acres commercial
Current zoning district: County and Agriculture
Proposed zoning district:

Project Description

Project / subdivision name: TBD - Currently referred to as the Bodhal-Stiner Property

General description of proposed project / request:

The applicant is proposing to annex and rezone 40 acres of the development for a residential subdivision with an R-6 zoning designation which is in line with the Comprehensive plan.The remaining 39.51 acres we will be requesting a rezone from Agriculture to Commercial which is also reflected in the City of Kuna's Comprehensive Plan.

- [x] Residential 39.51 acres proposed for a residential subdivision (R-6 zoning designation)
- [x] Commercial 40 acres proposed for commercial, per the Comprehensive Plan
- [ ] Office
- [ ] Industrial
- [ ] Other

Amenities provided with this development (if applicable):

Residential Project Summary (if applicable)

Are there existing buildings? ☐ Yes ☐ No

Please describe the existing buildings:

Any existing buildings to remain? ☐ Yes ☐ No

Number of residential units: Number of building lots:

Number of common and/or other lots:

Type of dwellings proposed:

- ☐ Single-Family
- ☐ Townhouses
- ☐ Duplexes
- ☐ Multi-Family
- ☐ Other

Minimum Square footage of structure (s):

Gross density (DU/acre-total property): Net density (DU/acre-excluding roads):

Percentage of open space provided: Acreage of open space:

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

Non-Residential Project Summary (if applicable)

Number of building lots: Other lots:

Gross floor area square footage: Existing (if applicable):

Hours of operation (days & hours): Building height:

Total number of employees: Max. number of employees at one time:

Number and ages of students/children: Seating capacity:

Fencing type, size & location (proposed or existing to remain):

Proposed Parking:

a. Handicapped spaces: Dimensions:
b. Total Parking spaces: Dimensions:
c. Width of driveway aisle:

Proposed Lighting:

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.):

Applicant's Signature: Date: 11/20/18

Bailey Engineering, Inc.
CIVIL ENGINEERING|PLANNING|CADD

November 25, 2018

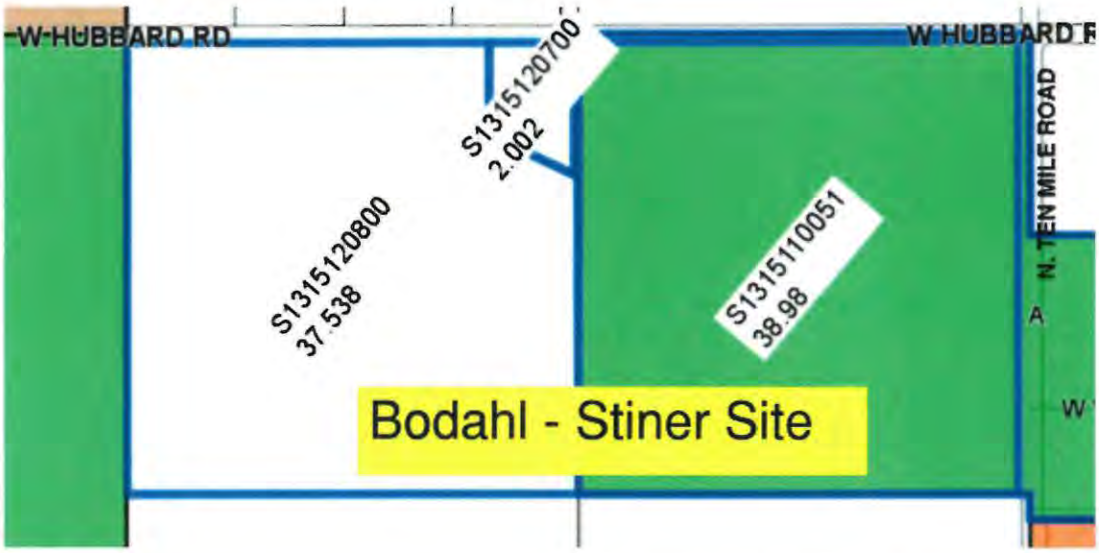
City of Kuna
Planning & Zoning Department
Kuna City Hall
751 W. 4th St.
Kuna, ID 83634

RE: **Bodahl-Stiner: Annexation and Rezone Application**

Dear Commissioners and City Council Members:

Bailey Engineering Inc., in conjunction with Thistle Farm, LLC is pleased to submit Annexation and Rezone applications for the Bodahl-Stiner Property, located on the southwest corner of W. Hubbard Road and N. Ten Mile Road.

The site consists of three parcels, totaling 79.51 acres. Parcel S1315110051, which is a 40-acre parcel has already been annexed into the city and the existing zoning designation is Agriculture. The two remaining parcels S1315120800 and S1315120700, totaling 39.51 acres, have yet to be annexed into the city however, are contiguous to previously annexed properties. With this application we are requesting an annexation and rezone for Parcels S1315120800 and S1315120700. In addition, we are requesting a rezone for Parcel S1315110051. All requests for rezone are in compliance with the City of Kuna's Comprehensive Plan.



Bailey Engineering, Inc.
CIVIL ENGINEERING|PLANNING|CADD

Proposed Zoning

The City's Medium Density Residential (R-6) zone is proposed for the two parcels (S1315120800 and S1315120700) on the west portion of the site. The R-6 zone will *"blend"* the range of potential densities anticipated by the City's Comprehensive Plan. Applying the City's R-6 lot area, density, and setback standards throughout the entire 39.51 acres on the west portion of the site will provide consistency with future developments to the northeast, west and south, should they follow the City's Comprehensive Plan.

The 40 acres (S1315110051) on the southwest corner of W. Hubbard Road and N. Ten Mile Road, is proposed to be C-1 (multifamily/apartments), Commercial Designation as is called out in the City's Comprehensive Plan.

Adjoining Land Use

The properties that surround the subject lands are not all within Kuna's city limits however, they are located within the City of Kuna's area of impact.

North:	County Property, Low Density Residential and undeveloped land
South:	County Property undeveloped land
East:	County Property and City of Kuna - Agriculture Designation
West:	City of Kuna – Agriculture Designation

Comprehensive Plan

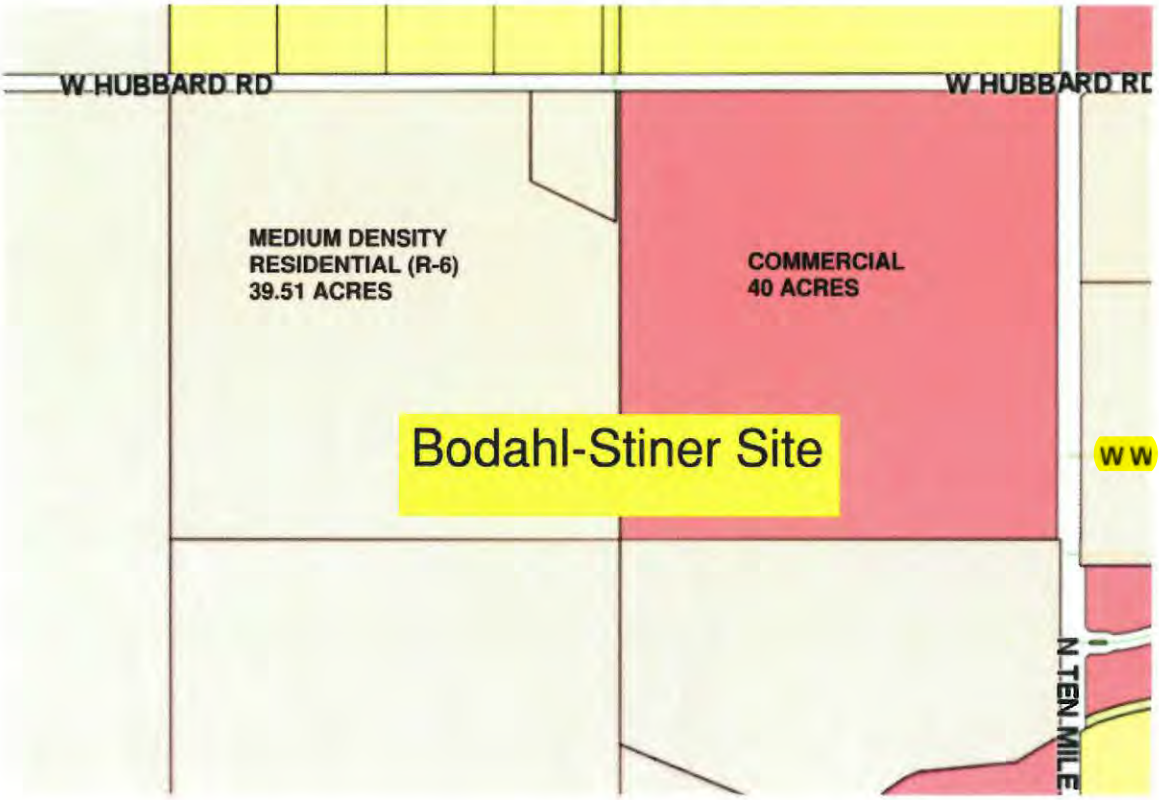
As depicted on the map below, the proposed development area spans two (2) land-use designations from the City of Kuna's Comprehensive Plan Future Land Use Map:

Medium Density Residential (R-4 though R-8)

Commercial (C-1 through C-3)

Bailey Engineering, Inc.
CIVIL ENGINEERING|PLANNING|CADD

Kuna's Comprehensive Plan Map



Neighborhood Meeting

A neighborhood meeting was held on September 12, 2018 at 6:30 p.m. at the Kuna Library. The neighborhood sign in sheet and certification has been included with this application.

The surrounding neighbors who attended the meeting came with questions pertaining to the proposed development of the site. With the 39.51 acres that we are requesting an R-6 zoning designation, we were able to explain, that would mean a residential subdivision with no greater that 6 units/acre. We explained frontage improvements, access points etc. It was also explained to the neighbors that with this application we are only requesting an annexation and rezone of the parcels and everything is very preliminary at this stage as no site plans, or preliminary plats have been produced.

Bailey Engineering, Inc.
CIVIL ENGINEERING|PLANNING|CADD

Another concern heard from the neighbors was the impact to existing traffic conditions by developing this site. The process was explained that a Traffic Impact Study (TIS) must be conducted and thoroughly reviewed by the Ada County Highway District upon the submission of a Preliminary Plat application. A Traffic Impact Study is not required as part of an Annexation and Rezone application.

Summary

The proposed annexation and rezone application for the Bodahl-Stiner Property has carefully considered all aspects of the Kuna Zoning Ordinance, the Kuna Comprehensive Plan, site location and surrounding neighborhoods. We respectfully request your approval of these applications.

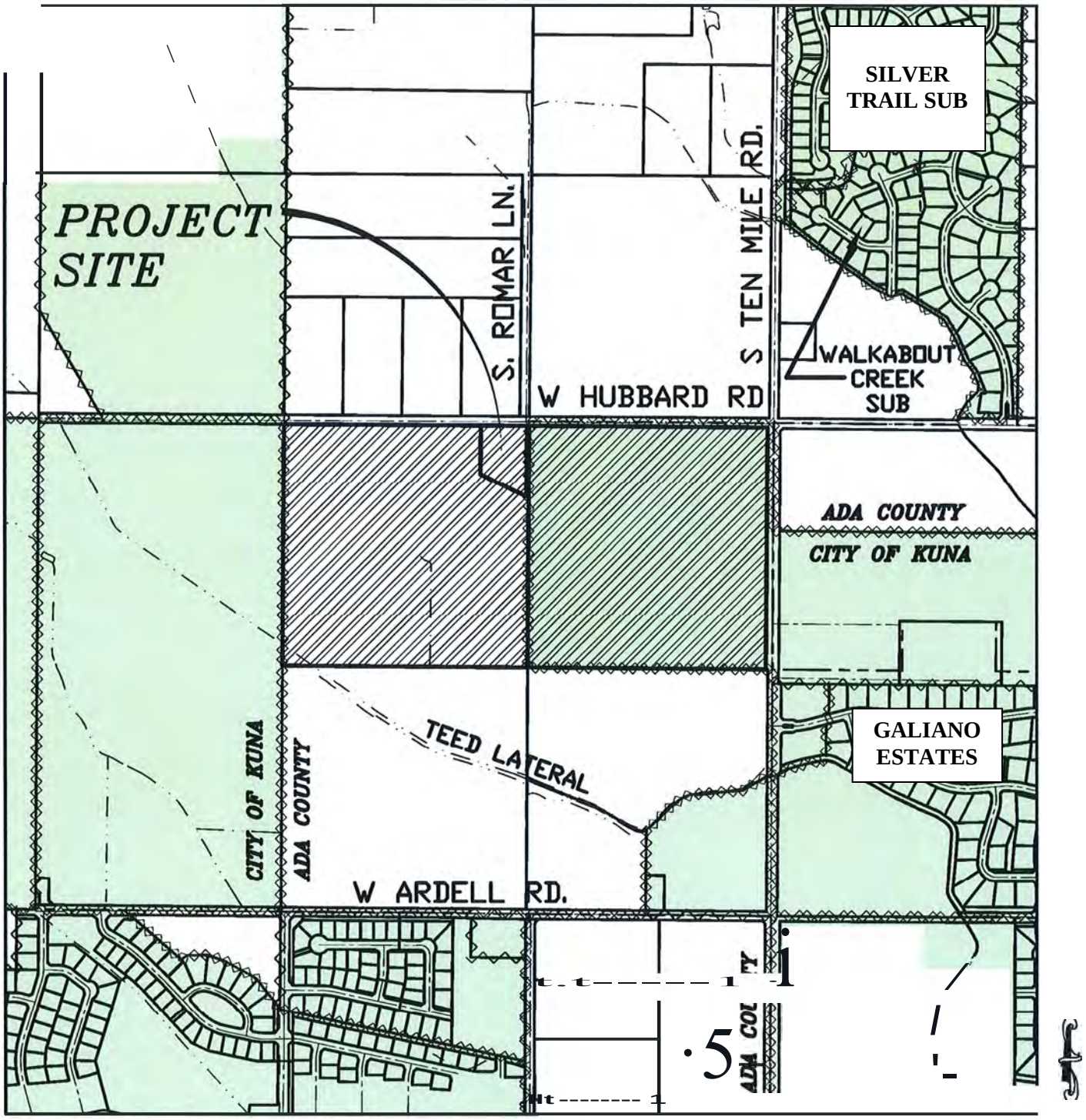
Sincerely,

Katie Miller
Project Manager

4242 N. Brookside Lane ◆ Boise, Idaho 83714 ◆ Tel.: 208-938-0013

VICINITY MAP
BODAHL-STINER PARCELS

A PORTION OF NE 1/ 4 OF SECTION 15
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
KUNA, ADA COUNTY, IDAHO
2018



SCALE: 1 "= 500'

Exhibi

received
9.19.2018 TB

A2e

ANNEXATION AND REZONE DESCRIPTION FOR THISTLE FARM LLC\BLACKSTOCK PROPERTIES

The NW 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at the N1/4 corner of said Section 15 from which the NE corner of said Section 15 bears South 89°40'47" East, 2647.06 feet;

thence along the North boundary line of said Section 15 South 89°40'47" East, 1,323.53 feet to the E1/16 corner of said Section 15;

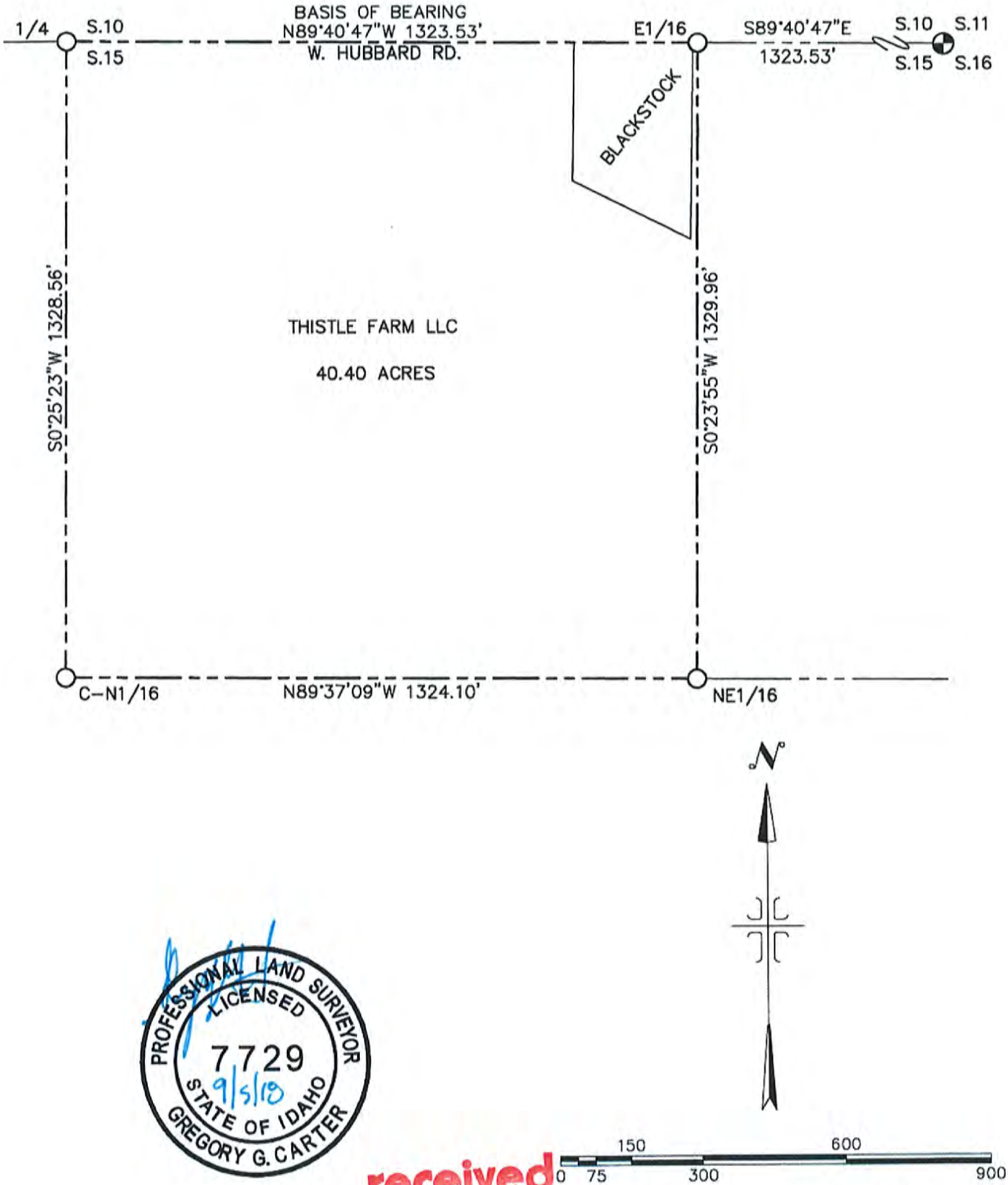
thence along the East boundary line of the NW 1/4 of the NE 1/4 of said Section 15 South 00°23'55" West, 1,329.96 feet to the NE1/16 corner of said Section 15;

thence along the South boundary line of the NW 1/4 of the NE 1/4 of said Section 15 North 89°37'09" West, 1,324.10 feet to the C-N1/16 corner of said Section 15;

thence along the West boundary line of the NW 1/4 of the NE 1/4 of said Section 15 North 00°25'23" East, 1,328.56 feet to the **POINT OF BEGINNING**. Containing 40.40 acres, more or less.

PROFESSIONAL LAND SURVEYOR
LICENSED
7729
9/5/18
STATE OF IDAHO
GREGORY G. CARTER

Exhibit
A2d



PROFESSIONAL LAND SURVEYOR
LICENSED
7729
9/5/18
STATE OF IDAHO
GREGORY G. CARTER

received
9.19.2018
TB

SCALE: 1" = 300'

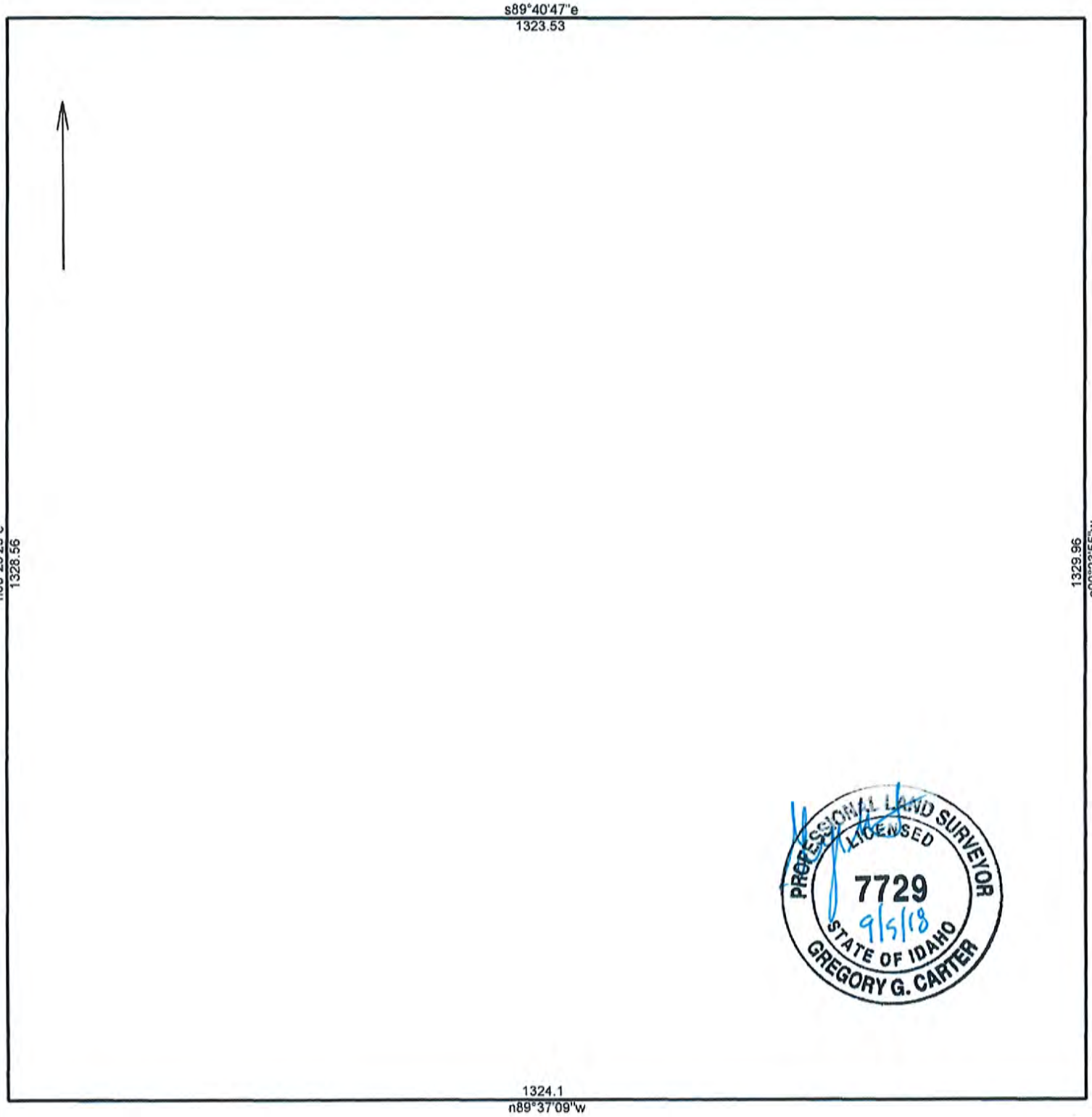
G:\ISG Projects\Stiner Boitdoi 18-211\dwg\Stiner Boitdoi Annexation.dwg 9/5/2018 3:57:05 PM

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

ANNEXATION EXHIBIT __ DRAWING FOR
THISTLE FARM\BLACKSTOCK PROPERTIES

LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 15
T.2N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 18-211
SHEET NO. 1
DWG. DATE 9/5/2018



Thistle Farm\Blackstock Annexation-Rezone Closure Sheet	9/5/2018
Scale: 1 inch= 171 feet	File:

Tract 1: 40.3970 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5306 ft.

01 s89.4047e 1323.53
02 s00.2355w 1329.96
03 n89.3709w 1324.1
04 n00.2523e 1328.56

DESCRIPTION FOR
BODAHL FARM LLC PROPERTY
REZONE

A portion of the NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 15 from which the N1/4 corner of said Section 15 bears North 89°40'47" West, 2647.06 feet;

thence along the North boundary line of said Section 15 North 89°40'47" West, 34.00 feet to a point on the West right-of-way line of S. Ten Mile Road, said point being the **REAL POINT OF BEGINNING**;

thence along said West right-of-way line South 00°23'28" West, 1,331.81 feet to a point on the South boundary line of the NE 1/4 of the NE 1/4 of said Section 15;

thence along said South boundary line North 89°35'51" West, 1,289.70 feet to the NE1/16 corner of said Section 15;

thence along the West boundary line of the NE 1/4 of the NE 1/4 of said Section 15 North 00°23'55" East, 1,329.96 feet to the E1/16 corner of said Section 15;

thence along the North boundary line of said Section 15 South 89°40'47" East, 1289.53 feet to the **REAL POINT OF BEGINNING**. Containing 39.40 acres, more or less.

PROFESSIONAL LAND SURVEYOR
LICENSED
7729
9/5/18
STATE OF IDAHO
GREGORY G. CARTER

received
9.19.2018 TB

EXHIBIT "A"

Legal Description of Property

The NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 West, Boise- Meridian, Ada County, Idaho.

Excepting Therefrom:
A 34 foot wide tract of land situated in the NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 East, B.M., Ada County, idaho, more particularly described in the Warranty Deed From Goldcreek Developers, LLC, an Idaho Limited Liability Company to Ada County Highway District, recorded October 20, 2011 as Instrument No. 111085168 and Re-Recorded November 3, 2011, as Instrument No. 111089981, Official Records.

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): S1315120700

A parcel lying in the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Beginning at the Northeast corner of said Section 15; thence
West (assumed) 1,333.46 feet along the Section line (the centerline of Hubbard Lane) to a point, said point being the REAL POINT OF BEGINNING; thence
Continuing West (assumed) 249.79 feet along said Section line to a point; thence
South 00°38'00" West, 288.63 feet to a point; thence
South 64°03'18" East, 276.30 feet to a point; thence
North 00°38'00" East, 409.52 feet to a point, the REAL POINT OF BEGINNING.

Except Hubbard Road right-of-way.

Copyright American Land Title Association. All rights reserved.

AMERICAN LAND TITLE ASSOCIATION

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

Fidelity National Title
Insurance Company

Commitment Number:

34601705597

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

FIDELITY NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL

Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

Exhibit A2d

FIDELITY NATIONAL TITLE INSURANCE COMPANY **COMMITMENT NO. 34601705597**

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Title Officer: Matt Carey Fidelity National Title Company 950 W. Bannock St., Suite 420 Boise, ID 83702 Phone: 208-947-0566 Fax: 866-671-3899 Main Phone: (208)377-3190 Email: matt.carey@fnf.com	Escrow Officer: Nanci Boslau Fidelity National Title Company 950 W. Bannock St., Suite 420 Boise, ID 83702 Phone: 208-947-0508 Fax: 866-671-3919 Main Phone: (208)377-3190 Email: Nanci.Boslau@fnf.com

Order Number: 34601705597

Property Address: 3625 W Hubbard Rd, Kuna, ID 83634

SCHEDULE A

1. Commitment Date: October 11, 2017 at 07:30 AM
2. Policy to be issued:

   (a) ALTA Owner's Policy 2006 Standard
   Proposed Insured: DBTV Agricultural Holdings, LLC
   Proposed Policy Amount: $375,000.00
   Premium: $ 1,512.00
   Total: $ 1,512.00

3. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   Carol I. Stiner, an unmarried woman

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. The Company reserves the right to impose additional requirements or add exceptions that may become necessary once the terms of this transaction have been disclosed and/or upon review of this commitment by underwriting counsel.

6. Because of the provisions of the Idaho Homestead Law (Chapter 10, Title 55, I.C.), the company will require:

   a. the personal execution and acknowledgment of any Deed, Deed of Trust, Mortgage or Special Power of Attorney to encumber, or convey the homestead by the vested owner and spouse, if any, or in the alternative
   b. an affidavit, signed by the vested owner and spouse which states
   i. that the land described herein is not their principal residence;
   ii. the land is not claimed as homestead property; and
   iii. their principal residence is

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
REQUIREMENTS
(continued)

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

   Limited Liability Company: DBTV Agricultural Holdings, LLC

   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

   c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

   e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Receipt of a satisfactory, fully executed, and notarized Affidavit of Title Indemnity.

9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.

4. Any lien or right to a lien for services, labor or material not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

6. (a)Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Paragraphs 1 through 8 will not appear as printed exceptions on extended coverage loan policies, except as to such parts thereof which may be typed as shown below.

SPECIAL EXCEPTIONS

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
EXCEPTIONS
(continued)

9. Water rights, claims or title to water, whether or not disclosed by the Public Records.

10. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

11. Any off record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

12. General taxes for the year 2017, which are a lien, payable on or before December 20, 2017 of said year and not delinquent until after said date.

13. Liens, levies and assessments, if any, of UNINCORPORATED ADA COUNTY. No search has been made.

14. Liens and assessments of the BOISE KUNA IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided. No search has been made.

15. Ditch, road and public utility easements as same may exist over said premises.

16. Right of way for Teed Lateral, and the rights of access thereto for maintenance of said canal/ditch/lateral.

17. Rights of the public to any portion of the Land lying within the area commonly known as

    Hubbard Road.

18. Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

19. Exceptions and reservations contained in Deed from the STATE OF IDAHO
    Recorded: May 18, 1921
    Instrument No: Book 143, Page 12, of Official Records
    Whereby said Grantor excepts all mineral rights as defined by Section 47-701 of Idaho Code.

20. Matters as disclosed by Record of Survey No. 565
    Recorded: March 8, 1984
    Instrument No: 8410916, of Official Records.

    a.) Hubbard Road

21. Statement of Intent to Declare Manufactured Home as Real Property.
    Recorded: August 12, 2015
    Instrument No: 2015-073884, of Official Records.

END OF EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
EXCEPTIONS
(continued)

NOTES

Note A: NOTE: According to the records of the County Assessor's office,
Parcel No.: S1315120700
Code Area: 239
General Taxes for the year 2016, were $1,111.80

Note B: NOTE: Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

Note C: NOTE: The Policy or Policies of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note D: NOTE: We have searched our records for judgments or liens that may affect the title to the land described in Schedule A, to include judgments or liens against DBTV Agricultural Holdings, LLC. As of the effective date of this commitment we find none, EXCEPT as may be shown as an exception in Schedule B.

END OF NOTES

END OF SCHEDULE B, PART II

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I-Requirements;

(f) Schedule B, Part II-Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I-Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

(continued)

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars ($2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	**How Information is Collected.** We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	**When Information Is Disclosed.** We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	**Information From Children.** We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	**International Users.** By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	**Access and Correction; Contact Us.** If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

Fidelity National Title
Insurance Company

Commitment Number:

34601705601

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent

FIDELITY NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

FIDELITY NATIONAL TITLE INSURANCE COMPANY **COMMITMENT NO. 34601705601**

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Title Officer: Matt Carey Fidelity National Title Company 950 W. Bannock St., Suite 420 Boise, ID 83702 Phone: 208-947-0566 Fax: 866-671-3899 Main Phone: (208)377-3190 Email: matt.carey@fnf.com	Escrow Officer: Nanci Boslau Fidelity National Title Company 950 W. Bannock St., Suite 420 Boise, ID 83702 Phone: 208-947-0508 Fax: 866-671-3919 Main Phone: (208)377-3190 Email: Nanci.Boslau@fnf.com

Order Number: 34601705601

Property Address: 3925 W Hubbard Lane, Kuna, ID 83634

SCHEDULE A

1. Commitment Date: October 11, 2017 at 07:30 AM
2. Policy to be issued:

   (a) ALTA Owner's Policy 2006 Standard
   Proposed Insured: DBTV Agricultural Holdings, LLC
   Proposed Policy Amount: $675,000.00
   Premium: $ 2,256.00
   Total: $ 2,256.00

3. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   Carol I. Stiner, an unmarried woman

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): S1315120800

The Northwest quarter of the Northeast quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho.

Except Hubbard Road right-of-way.

And except a parcel lying in the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Beginning at the Northeast corner of said Section 15; thence
West (assumed) 1,333.46 feet along the Section line (the centerline of Hubbard Lane) to a point, said point being the REAL POINT OF BEGINNING; thence
Continuing West (assumed) 249.79 feet along said Section line to a point; thence
South 00°38'00" West, 288.63 feet to a point; thence
South 64°03'18" East, 276.30 feet to a point; thence
North 00°38'00" East, 409.52 feet to a point, the REAL POINT OF BEGINNING.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. The Company reserves the right to impose additional requirements or add exceptions that may become necessary once the terms of this transaction have been disclosed and/or upon review of this commitment by underwriting counsel.

6. Because of the provisions of the Idaho Homestead Law (Chapter 10, Title 55, I.C.), the company will require:

   a. the personal execution and acknowledgment of any Deed, Deed of Trust, Mortgage or Special Power of Attorney to encumber, or convey the homestead by the vested owner and spouse, if any, or in the alternative
   b. an affidavit, signed by the vested owner and spouse which states
   i. that the land described herein is not their principal residence;
   ii. the land is not claimed as homestead property; and
   iii. their principal residence is

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
REQUIREMENTS
(continued)

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

   Limited Liability Company: DBTV Agricultural Holdings, LLC

   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

   c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

   e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Receipt of a satisfactory, fully executed, and notarized Affidavit of Title Indemnity.

9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.

4. Any lien or right to a lien for services, labor or material not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

6. (a)Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Paragraphs 1 through 8 will not appear as printed exceptions on extended coverage loan policies, except as to such parts thereof which may be typed as shown below.

SPECIAL EXCEPTIONS

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
EXCEPTIONS
(continued)

9. Water rights, claims or title to water, whether or not disclosed by the Public Records.

10. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

11. Any off record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

12. General taxes for the year 2017, which are a lien, payable on or before December 20, 2017 of said year and not delinquent until after said date.

13. Liens, levies and assessments, if any, of UNINCORPORATED ADA COUNTY. No search has been made.

14. Liens and assessments of the BOISE KUNA IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided. No search has been made.

15. Ditch, road and public utility easements as same may exist over said premises.

16. Right of way for Teed Lateral, and the rights of access thereto for maintenance of said canal/ditch/lateral.

17. Rights of the public to any portion of the Land lying within the area commonly known as

    Hubbard Road.

18. Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

19. Exceptions and reservations contained in Deed from the STATE OF IDAHO
    Recorded: May 18, 1921
    Instrument No: Book 143, Page 12, of Official Records
    Whereby said Grantor excepts all mineral rights as defined by Section 47-701 of Idaho Code.

20. The land described herein shall not be deemed to include any house trailer, modular home, manufactured home, or mobile dwelling located on the premises.

21. Unrecorded leaseholds, if any; rights of parties in possession other than the vestees herein; rights of chattel mortgagees and vendors under conditional sales contracts of personal property installed on the premises herein; and the rights of tenants to remove trade fixtures.

END OF EXCEPTIONS

NOTES

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
EXCEPTIONS
(continued)

Note A: NOTE: According to the records of the County Assessor's office,
Parcel No.: S1315120800
Code Area: 239
General Taxes for the year 2016, were $1,082.46

Note B: NOTE: Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

Note C: NOTE: The Policy or Policies of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note D: NOTE: We have searched our records for judgments or liens that may affect the title to the land described in Schedule A, to include judgments or liens against DBTV Agricultural Holdings, LLC. As of the effective date of this commitment we find none, EXCEPT as may be shown as an exception in Schedule B.

END OF NOTES

END OF SCHEDULE B, PART II

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I-Requirements;

(f) Schedule B, Part II-Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I-Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

(continued)

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars ($2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	**How Information is Collected**. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	**When Information Is Disclosed**. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	**Information From Children**. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	**International Users**. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	**Access and Correction; Contact Us**. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
) ss.
County of Ada)

I, Timothy W Eck, 6152 W Half Moon Ln
Name **Address**

Eagle, Idaho 83616
City **State** **Zip Code**

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to _____ _____
Name Address

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

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

Dated this 6th day of September, 20 18

Signature

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

Adrienne Blackstock
Notary Public for Idaho

Residing at: Meridian, Idaho

My commission expires: 12/30/22

ADRIENNE BLACKSTOCK NOTARY PUBLIC STATE OF IDAHO

Exhibit A2F

Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: 79.51 acres proposed to annexation & rezone

Date and time of neighborhood meeting: 9/12/18 6:30pm

Location of neighborhood meeting: Kuna Public Library

SITE INFORMATION:

Location: Quarter: ____ Section: 15 Township: ____ Range: ____ Total Acres: 79.51

Subdivision Name: N/A Lot: ____ Block: ____

Site Address: 3003 N. Ten Mile Rd, 3625 W. Hubbard Rd. Tax Parcel Number(s): S1315110051, S1315120700, S1315120800

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Thistle Farm, LLC

Address: 6152 W. Halfmoon Ln City: Eagle State: ID Zip: 83616

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Katie Miller Business (if applicable): Bailey Engineering, Inc.

Address: 4242 N. Brookside Ln City: Boise State: ID Zip: 83714

received 9.19.2018 TB

Exhibit A2h

PROPOSED USE:
I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

Application Type	***Brief Description***
Annexation	Annex 39.51 acres into the city of Kuna
Re-zone	Rezone 40 acres from Agricultrae to Commerc.
Subdivision (Sketch Plat and/or Prelim. Plat)	Rezone 39.51 acres to an R-6 designation
Special Use	
Variance	
Expansion of Extension of a Nonconforming Use	
Zoning Ordinance Map Amendment	

APPLICANT:
Name: Katie Miller - Bailey Engineering, Inc.
Address: 4242 N. Brookside Ln.
City: Boise State: ID Zip: 83614
Telephone: 208-938-0013 Fax:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant) Date 9/18/18

SIGN IN SHEET

PROJECT NAME: Bodahl-Stiner

Date: 9/12/18

	Name	Address	Zip	Phone
1	Tammy Harmon	3620 W. Hubbard Rd	83634	970-218-7543
2	Vicki Johnston	3720 W Hubbard Rd	83634	208-863-9314
3	Vicki de la Concepcion	16821 Purple Sage Rd.		208-459-3232
4	property owner	3250 West Hubbard Rd.	83607	
5	David McMullen	3800 W. Hubbard Rd	83634	208-922-4068
6	Jan Radeen	1409 W Oak Tree	208 639 9451	[illegible]
7	Sharon Fisher	1432 W Heartland	83634	208 283 0818
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

City of Kuna

COMMITMENT TO PROPERTY POSTING

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application(s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign(s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

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

I am aware of the above requirements and will comply with the posting requirements as stated in Kun a City Code 5-1A-8.

Applicant/agent signature: _____ Date: 11/20/18

City of Kuna
PROOF OF PROPERTY POSTING

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for BODAHL-STINER was posted as required per Kuna City Ordinance 5-1-5B. Sign posted 4/18/19 & second sign was posted 4/22/19

DATED *this* 23rd *day of* April, 20 19.

Signature,

Owner/Developer

STATE OF IDAHO)
): ss
County of Ada)

On this 23rd *day of* April, 2019, *before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer).*

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

Adrienne Blackstock
Notary Public
Residing at Meridian, Idaho

Commission Expires 12-30-2022

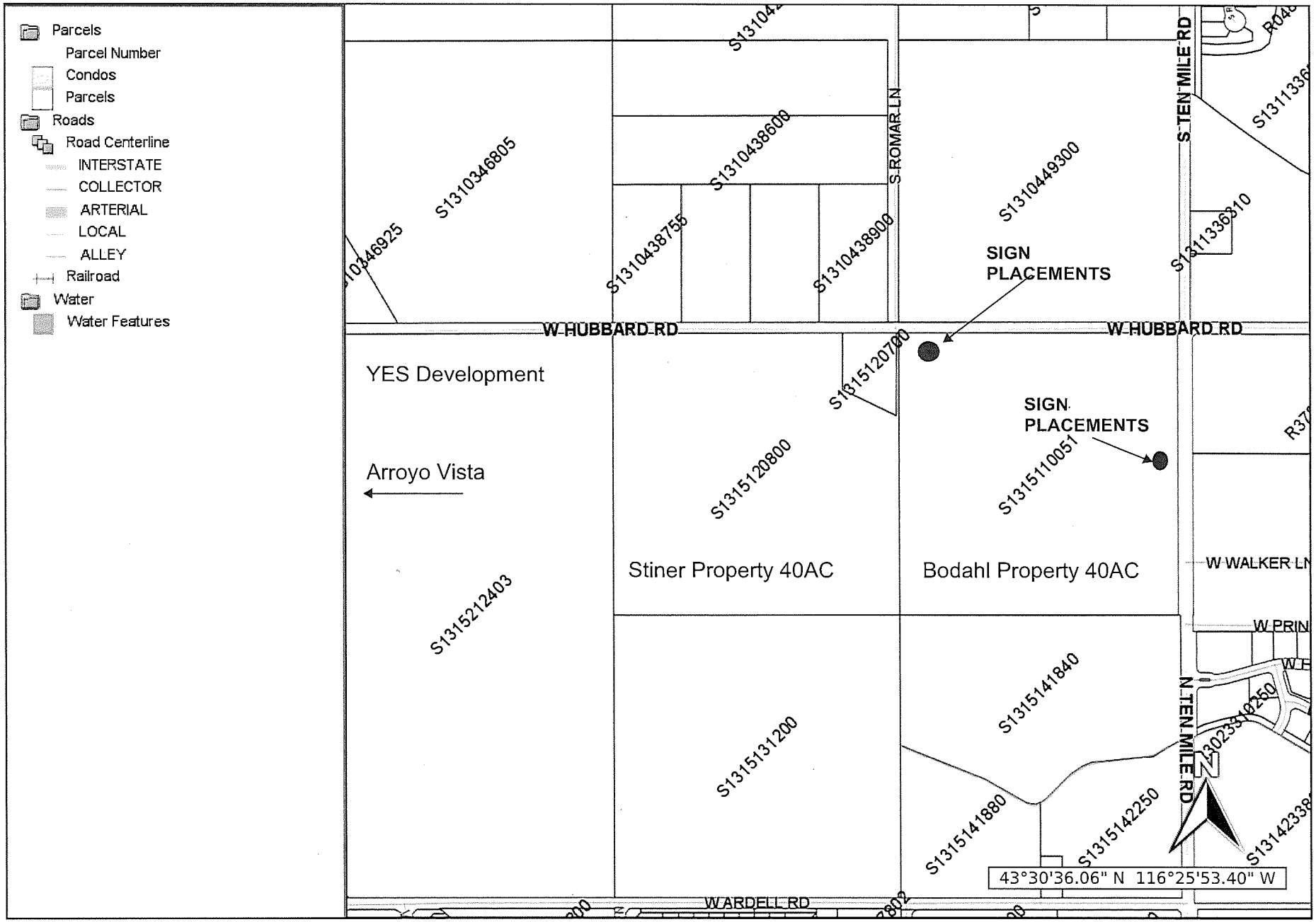
ADRIENNE BLACKSTOCK
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-30-2022
STATE OF IDAHO
COMMISSION NUMBER 69108

landproDATA

Bodahl - Stiner

Tim Eck

Bailey Engineering, Inc.
CIVIL ENGINEERING|MAPPING|CADD



Nov 21, 2017 - landproDATA.com
Scale: 1 inch approx 600 feet

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

CITY OF KUNA
PUBLIC HEARING NOTICE
Kuna City Council
THE CITY OF KUNA will hold a public hearing on May 7, 2019
at 6:00 PM at Kuna City Hall 751 W. 4th Street, Kuna, ID.
PURPOSE: Rezoning of 1 LOT (S1315110051-40 acres)
from Agriculture to C-1 Commercial and Annexation and
Rezone of 2 LOTS (S1315120800 & S1315120700-39.56
acres) from Rural Residential property to R-6 Medium
Density Residential.
PROPERTY LOCATION: SW corner of W. Hubbard Rd. and
N. Ten Mile Rd.
APPLICATION BY: Bailey Engineering, Inc.
CASE #: 18-07-AN (Annexation) & 18-05-ZC (Rezone)
CONTACT: Sam Weiger (208)922-5274 sweiger@kunaID.gov
04.18.2019 12:35

CITY OF KUNA
PUBLIC HEARING NOTICE
Kuna City Council
THE CITY OF KUNA will hold a public hearing on May 7, 2019
at 6:00 PM at Kuna City Hall 751 W. 4th Street, Kuna, ID.
PURPOSE: Rezoning of 1 LOT (S1315110051-40 acres)
from Agriculture to C-1 Commercial and Annexation and
Rezone of 2 LOTS (S1315120800 & S1315120700-39.56
acres) from Rural Residential : property to R-6 Medium
Density Residential.
PROPERTY LOCATION: SW corner of W. Hubbard Rd. and
N. Ten Mile Rd.
APPLICATION BY: Bailey Engineering, Inc.
CASE #: 18-07-AN (Annexation) & 18-05-ZC (Rezone)
CONTACT: Sam Weiger (208)922-5274 sweiger@kunaID.gov
04 18 2019 12:35

CITY OF KUNA
PUBLIC HEARING NOTICE
Kuna City Council
04 22 2019 10:40

CITY OF KUNA
PUBLIC HEARING NOTICE
Kuna City Council
THE CITY OF KUNA will hold a public hearing on May 7, 2019 at 6:00 PM at Kuna City Hall 751 W. 4th Street, Kuna, ID.
PURPOSE: Rezoning of 1 LOT (S1315110051-40 acres) from Agriculture to C-1 Commercial and Annexation and Rezone of 2 LOTS (S1315120600 & S1315120700-39.56 acres) from Rural Residential property to R-6 Medium Density Residential.
PROPERTY LOCATION: SW corner of W. Hubbard Rd. and N. Ten Mile Rd.
APPLICATION BY: Bailey Engineering, Inc.
CASE #: 18-07-AN (Annexation) & 18-05-ZC (Rezone)
CONTACT: Sam Weiger (208)922-5274 sweiger@kunaid.gov
04.22.2019 10:40

March 13, 2019

City of Kuna
Planning and Zoning Department
751 W 4th St
Kuna, ID 83634

Reference: 18-07-AN & 18-05-ZC

The corner was zoned for commercial originally, what is it being rezoned to?

What is intended for the corner?

How will you accommodate for commercial traffic on the corner?

Were you aware that at the neighborhood meeting not once was multifamily dwellings mentioned for the corner? It was only proposed as commercial such as a recreation complex or large commercial activity.

The agricultural site at 3625 Hubbard is being requested for R-6. Is there a possibility it could be low density of 1 single family residence per acre? There is no egress on the dead end road for that amount of cars that would be in an R-6 subdivision. How will you accommodate for the traffic on the dead end road from a subdivision?

The irrigation water that goes through that place supplies waste water and irrigation water for the places across the street. How will the waste water be forwarded through a subdivision? Will you have paved ditches? How will the places with water rights get their water? Will there be access to the ditches in case of silt build up?

Will there be a round-about or a 4 way signal light on Hubbard and 10 Mile for the traffic?

If a subdivision, what type of sewer system will you have?

Will it have a park for children to play or neighborhood picnics?

Will there be natural gas in the subdivision?

Where will the school buses go and turn around?

Since these subdivisions significantly impact the school system, will they be assessed a direct fee that goes to the schools, so they won't need another levy?

Thank you for allowing questions since you are looking at something that will impact our lives significantly.

Sincerely,

Vicki Johnston

Sam Weiger

From: Brenda Saxton <bsaxton@kunaschools.org>
Sent: Thursday, November 15, 2018 5:40 PM
To: Sam Weiger
Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-07-AN (Annexation) and Case 18-05-ZC (Rezone)
Attachments: image002.png

Only request would be a area at entrance for student's to wait for the bus.

Thank you,
Brenda Saxton

On Thu, Nov 15, 2018 at 9:32 AM Sam Weiger <sweiger@kunaid.gov> wrote:

November 15, 2018

Notice is hereby given that the following action is under consideration by the City of Kuna:

FILE NUMBER	18-07-AN (Annexation) & 18-05-ZC (Rezone) Bodahl-Steiner Annexation
PROJECT DESCRIPTION	Tim Eck is requesting an Annexation (AN) and a Rezone (ZC) in order to annex and rezone approximately 40 acres for a residential subdivision within an R-6 zoning designation. For the remaining approx. 40 acres, the applicant proposes a rezone from Agriculture to Commercial. (APN: S1315120800, S1315120700, S1315110051)
SITE LOCATION	3925 W. Hubbard Road, Kuna, Idaho 83634
APPLICANT/ REPRESENTATIVE	Tim Eck 6152 West Halfmoon Lane Eagle, ID 83616 208.286.0520 timothyeck@me.com
SCHEDULED HEARING DATE	Tuesday, **January 8, 2018**

RICHARD DURRANT
CHAIRMAN OF THE BOARD

CLINTON PLINE
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

16 November 2018

RECEIVED
NOV 19 2018
CITY OF KUNA

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

RE: Tim Eck
3925 W Hubbard Rd, Kuna
Boise-Kuna Irrigation District
Teed Lateral 234+50, 257+50
Sec. 15, T2N, R1W, BM.

18-07-AN, 18-05-ZC

BK-285A, 285, 284

Sam Weiger, Planner 1:

The United States' Teed Canal lies within the boundary of the above-mentioned location. The easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this canal. We assert the federal easement 25 feet south and west and 25 feet north and east of the canal's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (other than grass or gravel) within its easements, as this will certainly increase our cost of maintenance. Easement must remain a flat drivable surface.

Fencing and pathways (as may be required) must be constructed just off the canal easement, to insure public safety and prevent encroachments.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

RECEIVED
NOV 19 2018
CITY OF KUNA

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the canal is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Crossing agreements must be secured and signed by all parties prior to March 1st of each year. A time schedule for the construction to be done during the non-irrigation season must be approved by Boise Project prior to any activity within Project easements. No construction will be allowed within the easement boundaries of the Boise Project Board of Control facilities after March 15th of each year. However, on a case by case basis, overhead utilities and utilities boring underneath a Project facility may be allowed after March 15th if reviewed and approved by the Boise Project.

The piping and relocation of any Lateral, Canal and/or Drain must be reviewed and approved by the Project and is (to include all appurtenant boxes and/or structures) and must be warranted by the landowner for a period of (5) five-years. The Warrantee Agreement must be secured prior to ANY disturbance of that facility.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

Should there be any small (neighborhood) irrigation ditches on this site, the developers and/or landowners will be obligated to protect them and allow water to pass to downstream neighbors.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Whereas this property lies within the Boise-Kuna Irrigation District it is important that representatives of this development contact the BKID office as soon as possible to discuss a pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.

Boise Project Board of Control must receive a written response from the Boise-Kuna Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Future preliminary and final plats must call out the Project easements and the plats must also note, which lots have surface irrigation water rights and which lots do not.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Assistant Project Manager

tbr/tr

cc: Clint McCormick Watermaster, Div; 2 BPBC
Lauren Boehlke Secretary – Treasurer, BKID
File

RECEIVED
NOV 19 2018
CITY OF KUNA

Communities in Motion 2040 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 (CIM 2040)*, the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals.

Development Name: Bodahl-Steiner **Agency: Kuna**

CIM Vision Category: Future Neighborhoods

New households: ±240 **New jobs: ±500** **Exceeds CIM forecast: Yes**

CIM Corridor: **N/A** Pedestrian level of stress: **R-Hubbard Rd** Bicycle level of stress: **R-Hubbard Rd**	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with **G or PG** ratings better support bicyclists and pedestrians of all ages and comfort levels.
Housing within 1 mile: **1,105** Jobs within 1 mile: **180** Jobs/Housing Ratio: **0.2**	A good jobs/housing balance – a ratio between **1 and 1.5** – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
Nearest police station: **1.9 miles** Nearest fire station: **2.8 miles**	Developments within **1.5 miles** of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
Farmland consumed: **Yes** Farmland within 1 mile: **1,236 acres**	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
Nearest bus stop: **>4 miles** Nearest public school: **1 mile** Nearest public park: **0.9 miles** Nearest grocery store: **3.3 miles**	Residents who live or work less than **½ mile** from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

A site plan was not provided with this development. The application identifies approximately 40 acres of commercial space which could create 500 jobs at this location. This would exceed the employment forecasted for this area. Transportation infrastructure may not be able to support the new transportation demands. There are no fixed route bus service to this area and there are no plans for additional service in the ValleyConnect 2.0 plan.

This location is still in a largely farmland area, with over 1,000 acres of farmland within one mile. Nearby services, such as schools, parks, emergency services, grocery, and other stores are likely accessed only by vehicle and there are no plans for public transportation to this location. However, a mixed use development as proposed by the rezone, could encourage shorter trips and non-motorized trips.

More information about COMPASS and *Communities in Motion 2040*:
Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

November 28, 2018

Sam Weiger
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

VIA EMAIL

Development Application	**18-07-AN, 18-05-ZC**
Project Name	**BODAHL-STEINER ANNEXATION**
Project Location	3925 Hubbard Road, southwest corner of West Hubbard Road and North Ten Mile Road, west of SH-69 milepost 4.0
Project Description	Annexation and a Rezone in order to annex and rezone approximately 40 acres for a residential subdivision within an R-6 zoning designation. For the remaining approximate 40 acres the applicant proposes a rezone from Agriculture to Commercial.
Applicant	Tim Eck

The Idaho Transportation Department (ITD) reviewed the referenced annexation and rezone applications and has the following comments:

1. This project does not abut the State highway system.

2. Future development of this parcel will require submittal of trip generations to ITD, and may require a Traffic Impact Study (TIS).

3. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

4. IDAPA 39.03.60 rules govern advertising along the State highway system. Signs may only display advertising specific to the property on which they are installed. The applicant can contact Justin Pond, Program Manager for ITD's Headquarters Right-of-Way Section at (208) 334-8832 for more information.

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

5. ITD does not object to the annexation and rezone as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov

Development Services Department

ACHD
Committed to Service

Project/File: **Bodahl-Steiner Annexation/ KUNA19-0001/ 18-07-AN, 18-05-ZC**
This is an annexation and rezone from Agriculture to R-6, and a rezone from Agriculture to Commercial, located on 80 acres.

Lead Agency: City of Kuna

Site address: 3925 W. Hubbard Road

Staff Approval: March 13, 2019

Applicant: Tim Eck
Thistle Farms, LLC.
6152 W. Halfmoon Lane
Eagle, ID 83616

Representative: Bailey Engineering, INC
4242 N. Brookside Lane
Boise, ID 83714

Staff Contact: Elizabeth Allen
Phone: 387-6132
E-mail: eallen@achdidaho.org

A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of an annexation and a rezone of 40 acres from RR (Rural Residential) to R-6 (Medium-Low Density Residential), and a rezone of 40 acres from A (Agriculture) to Commercial.

   The applicant's proposal is consistent with the City of Kuna's comprehensive plan.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Rural Residential	RR (Ada County)
South	Rural Residential	RR (Ada County)
East	Agricultural Rural Residential	A (City of Kuna) RR (Ada County)
West	Agricultural	A (City of Kuna)

3. **Site History:** ACHD has not previously reviewed this site for a development application.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

   - Malaspina Ranch, consisting of 90 buildable lots and 12 common lots, located east of the site, was approved by ACHD in February 2019.

- Wapiti Creek, consisting of 42 buildable lots and 4 common lots, located southeast of the site, was approved by ACHD in November 2017.
- Arroyo Indio, consisting of 215 buildable lots, located west of the site, was approved by ACHD in September 2018.

5. **Transit:** Transit services are not available to serve this site.

6. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

7. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
   - The intersection of Ten Mile Road and Deer Flat Road is scheduled in the IFYWP to be constructed as a single-lane expandable roundabout with 2-lanes on the north leg, 2-lanes on the south, 3-lanes east, and 2-lanes on the west leg, and reconstructed/signalized.
   - The intersection of Ten Mile Road and Hubbard Road is scheduled in the IFYWP to be widened or constructed as a single-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg.
   - The intersection of Ten Mile Road and Columbia Road is scheduled in the IFYWP to be constructed as a single-lane expandable roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-lanes on the west leg.
   - Ten Mile Road and Bridge Number 1185 is scheduled in the IFYWP to be replaced/widened.
   - Ten Mile Road is listed in the CIP to be widened to 3-lanes from Deer Flat Road to Hubbard Road between 2031 and 2035.
   - The intersection of Hubbard Road and Meridian Road (SH 69) is listed in the CIP to be widened to 6-lanes on the north leg, 5-lanes on the south, 4-lanes east, and 3-lanes on the west leg, and signalized between 2031 and 2035.

B. Traffic Findings for Consideration

1. **Trip Generation:** Below is a list of vehicle trip generation rates based on potential land uses at this site, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Land Use	Average Daily Rate	PM Peak Hour Rate
Single Family Detached (per unit)	9.44	1.00
Multifamily Housing (low-rise)	7.32	0.56
Nursery (Garden Center) (1,000 sf)	68.10	6.94
Tractor Supply Store	-	1.40
Variety Store	63.47	6.84
Shopping Center (1,000 sf GLA)	37.75	3.81

Condition of Area Roadways
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Ten Mile Road	1,305-feet	Minor Arterial	496	Better than "E"
Hubbard Road	2,611-feet	Minor Arterial	9	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

2. **Average Daily Traffic Count (VDT)**
Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Ten Mile Road south of Hubbard Road was 7,965 on 11/06/18.
- The average daily traffic count for Hubbard Road west of Ten Mile Road was 173 on 11/06/18.

C. Findings for Consideration

This application is for annexation and rezone only. Listed below are some findings for consideration that the District may identify when it reviews a future development application. The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. Ten Mile Road

a. **Existing Conditions:** Ten Mile Road is improved with 2-travel lanes, 25-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is 70-feet of right-of-way for Ten Mile Road (32-feet from centerline).

b. **Policy:**
Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of-Way Width Policy: District Policies 7205.2.1 & 7205.5.2 state that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-

of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Ten Mile Road is designated in the MSM as a Transitional/Commercial Arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 96-feet of right-of-way.

c. **Staff Comments/Recommendations:** The applicant should be required to dedicate right-of-way to total 48-feet from centerline of Ten Mile Road when the site develops. The applicant should be required to improve Ten Mile Road with 17-feet of pavement from centerline, a 3-foot wide gravel shoulder, a borrow ditch, and construct 5-foot wide detached concrete sidewalks a minimum of 42-feet from the centerline abutting the site.

Provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way to 2-feet behind back of sidewalk.

This segment of Ten Mile Road is listed on the no-cut moratorium through October 2023. Any pavement cuts to Ten Mile Road must be approved by the ACHD pavement cut committee. The moratorium cut request form can be found at the following link: http://hdlf.achdidaho.org/Forms/RoadMoratorium

2. Hubbard Road

a. **Existing Conditions:** Hubbard Road is improved with 2-travel lanes, and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Hubbard Road (20-feet from centerline).

b. **Policy:**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Hubbard Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 50-foot street section within 74-feet of right-of-way.

c. **Staff Comments/Recommendations:** The applicant should be required to dedicate right-of-way to total 37-feet from centerline. The applicant should be required to improve Hubbard Road with 17-feet of pavement from centerline, a 3-foot wide gravel shoulder, a borrow ditch, and construct a 5-foot wide detached concrete sidewalk located a minimum of 31-feet from centerline.

Provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way to 2-feet behind back of sidewalk.

3. New North-South Collector (Master Street Map)

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District

will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires concrete sidewalks at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Required Improvements: District policy 7206.2.2 states that required improvements to an adjacent collector street shall consist of pavement widening to one-half the required width, including vertical curb, gutter and concrete sidewalk (minimum 7-foot attached or 5-foot detached), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

New Collector ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, and on street parking, a 36-foot street section within 62-feet of right-of-way.

Staff comments/recommendations: The applicant should be required to construct the new collector street one-half of a 36-foot street section, vertical curb, gutter and concrete sidewalk (minimum 7-foot attached or 5-foot detached), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side along the west side of the site.

4. Internal Streets

a. Policy:

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Cul-de-sac Streets Policy: District policy 7207.5.8 requires cul-de-sacs to be constructed to provide a minimum turning radius of 45-feet; in rural areas or for temporary cul-de-sacs the emergency service providers may require a greater radius. Landscape and parking islands may be constructed in turnarounds if a minimum 29-foot street section is constructed around the island. The pavement width shall be sufficient to allow the turning around of a standard AASHTO SU design vehicle without backing. The developer shall provide written approval from the appropriate fire department for this design element.

The District will consider alternatives to the standard cul-de-sac turnaround on a case-by-case basis. This will be based on turning area, drainage, maintenance considerations and the written approval of the agency providing emergency fire service for the area where the development is located.

Landscape Medians Policy: District policy 7207.5.16 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

Commercial Roadway Policy: District Policy 7208.2.1 states that the developer is responsible for improving all commercial street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7208.5 states that right-of-way widths for new commercial streets shall typically be 50 and 70-feet wide and that the standard street section will vary depending on the need for a center turn lane, bike lanes, volumes, percentage of truck traffic, and/or on-street parking.

- A 36-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and on-street parking.
- A 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 46-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and bike lanes.

Continuation of Streets Policy: District Policy 7208.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries, water and sewer.
- Promotes orderly development.

Sidewalk Policy: District Policy 7208.5.6 requires concrete sidewalks at least 5-feet wide to be constructed on both sides of all commercial streets. If a separated sidewalk is proposed, a parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-

of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.).

Cul-de-sac Streets Policy: District policy 7208.5.7 states that the minimum radius permitted for a turnaround is 55-feet to back-of-curb.

Landscape Medians Policy: District policy 7208.5.15 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

b. **Staff Comments/Recommendations:**

The applicant should construct the internal local streets as 36-foot street sections with curb, gutter and 5-foot wide sidewalk within 50-feet of right-of-way.

The applicant should construct the internal commercial streets per District policy.

5. Roadway Offsets

a. **Policy:**

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Local Offset Policy: District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline-to-centerline).

b. **Staff Comments/Recommendations:** The applicant should be required to construct any new local streets to offset per District policy.

6. Stub Streets

a. **Existing Conditions:** There are no existing stub streets to the site.

b. **Policy:**

Stub Street Policy: District policy 7207.2.4 states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7207.2.4 except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policy 7207.2.4 requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. **Staff Comments/Recommendations:** Stub streets will be required to the adjacent parcel and should be constructed per District policy.

7. Driveways

6.1 Ten Mile Road and Hubbard Road

a. **Existing Conditions:** There are no existing driveways on Ten Mile Road. There are 8 driveways located on Hubbard Road.

a. **Policy**

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 45 MPH to align or offset a minimum of 380-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

b. **Staff Comments/Recommendations:** The applicant should construct any future driveways per District policy.

8. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

9. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

D. Site Specific Conditions of Approval

This application is for a rezone and annexation only. The District may add additional findings for consideration when it reviews a specific development application. Site Specific Conditions will be established at that time.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

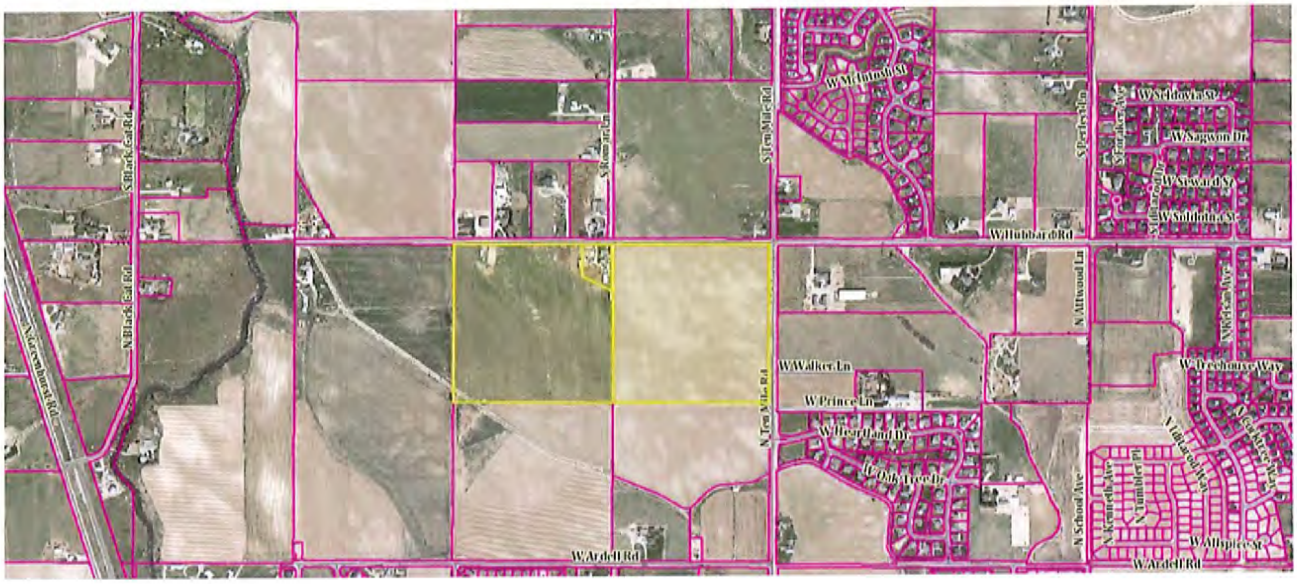
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

☒Submit a development application to a City or to Ada County

☒The City or the County will transmit the development application to ACHD

☒The ACHD **Planning Review Section** will receive the development application to review

☒The **Planning Review Section** will do one of the following:

☐Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.

☒Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

☒Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐For **ALL** development applications, including those receiving a **"No Review"** letter:

- The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
- The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)

☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
  a) Traffic Control Plan
  b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

    a. Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

    b. Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

    c. Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

    d. Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

    e. Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

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

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

REZONE REVIEW MEMORANDUM

Date: **19 February 2019**

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

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

RE: **Bodahl-Steiner Annexation 18-07-AN & Rezone 18-05-ZC**

The Bodahl-Steiner Annexation & Rezone request by Thistle Farms, LLC, dated November 15, 2018 has been reviewed. No preliminary plat was provided. The following narrative is limited to the rezone and annexation request. A discussion regarding the availability of city utility services (pressurized irrigation, sewer, & water) will accompany the preliminary plat when submitted.

1. General

a) With the addition of this property into the corporate limits of Kuna and its potential connection to pressurized irrigation, sewer, and water utilities, this property will be placing demand on constructed facilities and on water rights provided by others. It is expected that this property transfer to the City, at time of connection, all conveyable water rights by deed and "Change of Ownership" form from Idaho Department of Water Resources (IDWR). The domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.

b) A plan approval letter will be required if this project affects any local irrigation districts or its facilities. Teed Lateral is one of those facilities.

c) The City reserves the right of prior approval to all agreements involving the applicant, successors & assigns and the irrigation or drainage district related to the property of this application and any attempt to abandon surface water rights.

d) R-6 is defined as six dwellings per net acre. Or about 7,260 square feet per lot. This is considered medium density development by the City of Kuna Code (5-2-2, B).

e) Zoning – commercial. Four commercial zones are listed in the current zoning ordinance (5-2-2, C) governing the City of Kuna. No specific commercial zone has been shown.

2. Property Description

a) The applicant provided a metes and bounds property description (legal description) of the subject parcels. The legal description pertains to the gross area and the property boundaries of the described land. No subdivision has been presented.

White Peterson

Attorneys at Law
5700 E. Franklin Road, Suite 200
Nampa, Idaho 83687
Telephone: (208) 466-9272

Memorandum

Attorney/Client Privileged Information

To: Sam Weiger
Planner 1
City of Kuna
Via e-mail to: sweiger@kunaid.gov

From: Wm. F. Gigray, III

Date: March 25, 2019

Re: **18-07-AN (Annexation) & 18-05-ZC (Rezone) for Thistle Farm, LLC and Bodahl Farm, LLC/Tim Eck**
*Letter from Applicant's attorney Mr. Jeff W. Bower addressed to the Mayor and City Council via e-mail to Chris Engels dated March 18, 2019.

I have prepared this legal memo in order to provide legal advice in reference to the above referenced letter from the Applicants' attorney. The issue of concern is the Applicants' claim that they are entitled to pursue, in a subsequent development application, multi-family residential development and use of the real property which is the subject of their applications for annexation and C-1 Zoning even though the C-1 Zoning ordinance has been amended and multi-family use is no longer permitted in a C-1 Zone.

Facts Assumed:

1. The Applicant filed an application for the annexation and an application for the rezoning of the subject real property to a C-1 Commercial Zone.

2. Applicant filed their application for rezone on November 25, 2018.

3. Applicant has not filed any other applications for permits.

4. The City Council adopted Ordinance No. 2019-04 which amended the C-1 Zone allowed uses, which after its effective date upon publication, now no longer includes multi-family residential uses.

5. Letter asserts that the City Staff recommendation that the City Planning and Zoning Commission's recommendation: "*The Planning and Zoning Commission recommended a condition that 'The preliminary plat shall*

include no more than 25 acres of multi-family use.' Due to Ordinance No. 2019-04, staff recommends that the condition be removed." is incorrect and that the Idaho Supreme Court holdings in *S. Fork Coal, v. Bd. Of Comm'rs of Bonneville Cty.*, 117 Idaho 857 (1990) and *Taylor v. Canyon Cty. Bd. Of Comm'rs*, 147 Idaho 424 (2009) support the Applicant's position.

Opinion: The City Staff's recommendation that the Planning and Zoning Commission's condition, regarding multi-family use, be removed is correct. I agree that it is the law in Idaho that: *"... an applicant's rights are determined by the ordinance in existence at the time of filing an application*." This rule does not apply to the Planning and Zoning Commission's recommendation because the Applicant has not filed any application for any multi-family development. All that was before the Planning and Zoning Commission and is now before the City Council is an application for annexation and zoning designation, neither of these applications seek a permit or approval of any multi-family development. If the applicants had filed, at the same time they filed for annexation and zoning an application for a PUD or some other application seeking a permit to construct multi-family residences, such an application would have proceeded under the prior zoning ordinance.

Mr. Bower cited two Idaho Cases in support of the Applicant's position, but has failed to consider the distinguishing factual situations presented in those cases to the factual situation now presented by the Applicants' applications.

Review of Cases cited by Attorney Bower:

- *South Fork Coal, v. Bd. Of Comm'rs of Bonneville Cty.* - involved an application for preliminary approval of a PUD of sixty-six single family residential units. The Bonneville County ordinance, at the time the PUD application was filled, would have permitted such a development, but after the application was filed Bonneville County amended its zoning ordinance which only allowed one residence every sixty acres in the zone. The Supreme Court, at page 861, applied the rule that the *applicant's rights are determined by the ordinance in existence at the time of filing an application for a permit.* In this case, the application was for a specific development permit.

- *Taylor v. Canyon Cty. Bd. Of Comm'rs*, 147 Idaho 424 (2009) - involved, among other issues, a determination as to whether a conditional rezone was in accordance with the County's comprehensive plan. The 1995 Comprehensive Plan was in effect at the time the application was filed. Subsequently, the County approved the 2010 Comprehensive Plan. The issue was which Comprehensive Plan is to be applied in determining whether the application was in accordance with the policies set forth in the comprehensive plan. The Court held, at page 436, that the *applicant's*

rights are determined by the ordinance in existence at the time of filing an application for the permit.

Some other Idaho cases involving issue of ordinance application:

- *Urrutia v. Blaine County*, 134 Idaho 353 (2000) - involved an application for subdivision approval. An issue in the case was whether the evaluation of the subdivision application should have been under the 1975 comprehensive plan or the 1994 revision of that plan. The subdivision application was filed when the 1975 comprehensive plan was in effect, and the Idaho Supreme held, at page 359, that *an applicant's rights are determined by the ordinance in existence at the time of filing an application.*

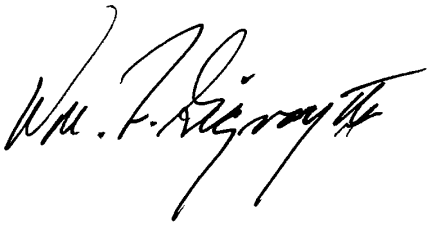
- *Canal/Norcrest/Columbus Action Committee v. City of Boise,* 137 Idaho 377 (2002) - involved an application for a conditional use permit for a mobile home park. There was an amendment to the mobile home park provisions of the City's ordinance after the application was filed. The Idaho Supreme Court at page 379 applied the same rule that *an applicant's rights are determined by the ordinance in existence at the time of filing an application for the permit.*

What is different factually from this zoning application now before the City Council and the cases cited above is: the Applicants' applications and zoning do not include an application for a permit to develop and use the subject property for multi-family residential uses. If such an application had been filed, before the amendment of the C-1 Zone, the prior zoning ordinance governing C-1 zones would apply.

The City has the authority to amend its zoning ordinances which affect existing land uses as provided in Idaho Code Section 67-6511. The Idaho law recognizes when a property owner is in a lawfully existing use of their property prior to an enactment of a zoning ordinance, which prohibits that use after the effective date of the ordinance, even though that use is not in compliance with the new zoning ordinance, it is a lawful *nonconforming use and has grandfather rights which protects the owner from abrupt termination of what had been a lawful condition or activity on the property*. [*Baster v. City of Preston*, 115 Idaho 607 (1989) at page 609; also see *Kootenai County v. Harriman-Sayler*, 154 Idaho 13 (2012) at page 18]. The Applicants have not applied for any permitting of any multi-family residential use of the real property which is the subject of the applications.

The City cannot now permit a use that is prohibited by its land use ordinance. *City of Coeur d'Alene v. Simpson,* 136 P.3d 310, 142 Idaho 839 (2006). Therefore, under the City's current C-1 zoning ordinance, any condition of zoning approval that included a special condition which limited multi-family use development is contrary to the City's current zoning ordinance.

WHITE PETERSON



Wm. F. Gigray, III

W:\Work\K\Kuna, City of 25721\Planning & Zoning Matters .002\Legal Opinions\Legal Memo re Thistle Farm and Bodahl Farm 3-25-19 lh.doc

GIVENS PURSLEY LLP
Attorneys and Counselors at Law

601 W. Bannock Street
PO Box 2720
Boise, ID 83701
Telephone: 208-388-1200
Facsimile: 208-388-1300

www.givenspursley.com

Jeff Bower
208 388 1260
jeffbower@givenspursley.com

Gary G. Allen
Christopher J. Beeson
Jason J. Blakley
Clint R. Bolinder
Jeff W. Bower
Preston N. Carter
Jeremy C. Chou
Michael C. Creamer
Amber N. Dina
Bradley J. Dixon
Thomas E. Dvorak
Debora Kristensen Grasham
Martin C. Hendrickson
Brian J. Holleran
Kersti H, Kennedy
Neal A. Koskella
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Kelly Greene McConnell
Alex P. McLaughlin
Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
Judson B. Montgomery
Deborah E. Nelson
W. Hugh O'Riordan, LL.M.
Randall A. Peterman
Jack W. Relf
Michael O. Roe
Jamie Caplan Smith
Jeffrey A. Warr
Robert B. White

William C. Cole (Of Counsel)

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

March 18, 2019

Via email chris@kunaid.gov
Attn: Mayor Joe Stear and Kuna City Council
751 West 4th Street
Kuna, ID 83634

Re: Multi-Family Use Allowed Under 18-05-ZC

Dear Mayor Stear and Council Members:

Givens Pursley LLP represents the applicant in 18-05-ZC, a pending application to rezone 38.98 acres on the southwest corner of Hubbard and Ten Mile (the "Property") from Agricultural to Commercial (C-1). The requested rezone to C-1 is proper because Kuna's Comprehensive Plan Map designates the Property as "Commercial."

The purpose of this letter is to inform the Council that multi-family remains an allowed use on the Property despite the City's recent amendment to the allowed uses in the C-1 zone.

The applicant submitted this rezone application on November 25, 2018. The purpose of this rezone application is to use a portion of the Property for multi-family. The application states: "the 40 acres (S1315110051) on the southwest corner of W. Hubbard Road and N. Ten Mile Road, is proposed to be C-1 (multifamily/apartments)."[1] On the date this application was filed, multi-family was an allowed use in the C-1 zone, and no additional application or approval was required to allow multi-family use on the Property.

The Commission took this application up on January 8, 2019. The applicant discussed its plan to use a portion of the Property for multi-family and, the overall focus of the Commission's hearing was the use of the Property for multi-family.[2] Ultimately, the Commission recommended approval of the rezone to C-1 with the condition that no more than 25 acres of the Property be used as multi-family.[3]

---

[1] *See* Staff Memo at p. 11.
[2] *See generally* Commission minutes from January 8, 2019 attached hereto as Exhibit A.
[3] *See* Exhibit A; Staff Memo at p. 5.

Approximately three months after the applicant filed the rezone application, the City adopted Ordinance No. 2019-04, which prohibits multi-family in the C-1 zone for applications filed after the effective date, which is February 13, 2019.

Staff's memo prepared for the Council on applicant's pending rezone application states:

> "The Planning and Zoning Commission recommended a condition that 'The preliminary plat shall include no more than 25 acres of multi-family use.' Due to Ordinance No. 2019-04, staff recommends that the condition be removed."[4]

Staff's comments indicate that Staff believes Ordinance No. 2019-04 affects the applicant's ability to use the Property for multi-family. That is not the case based on Idaho Supreme Court precedent. Ordinance No. 2019-04 has no effect on this application or the applicant's ability to use the Property for multi-family. "Idaho law is well established that an applicant's rights are determined by the ordinance in existence at the time of filing an application." *S. Fork Coal. v. Bd. of Comm'rs of Bonneville Cty.*, 117 Idaho 857, 860–61, 792 P.2d 882, 885–86 (1990). The Idaho Supreme Court has repeatedly affirmed this as black letter law.[5] The policy behind this rule of law is "to prevent local authorities from delaying or withholding action on an application in order to change or enact a law to defeat the application." *Taylor v. Canyon Cty. Bd. of Comm'rs,* 147 Idaho 424, 436, 210 P.3d 532, 544 (2009).

Applying the amended allowed uses in the C-1 Zone from Ordinance No. 2019-04 to defeat the applicant's use of the Property for multi-family would be improper in this case because multi-family was an allowed use at the time the application was filed. Instead, the rezone application should proceed based on the ordinances in place at the time submitted. The multi-family use is an allowed nonconforming use.

The applicant requests that this Council approve the requested rezone. The rezone is proper under the Kuna City Code because it comports with the Property's Comprehensive Plan Map designation. The applicant does not object to the recommended limitation imposed by the Commission and will accept a 25-acre limitation on multi-family development.

Sincerely,

Jeff Bower

/JWB
cc: Bill Gigray
Sam Weiger
(via electronic mail)
14584745_2.docx [13707-8]

---

[4] *See* Staff Memo at pp. 4–5.

[5] *See e.g. Payette River Prop. Owners Ass'n v. Bd. of Comm'rs of Valley Cty.*, 132 Idaho 551, 555, 976 P.2d 477, 481 (1999) ("Idaho law is well established that an applicant's rights are determined by the ordinance in existence at the time of filing an application..."); *Ferguson v. Bd. of Cty. Comm'rs for Ada Cty.*, 110 Idaho 785, 788, 718 P.2d 1223, 1226 (1986) ("The rule in Idaho is that the application is viewed under the law in effect at the time it was submitted.").

Exhibit A
January 8, 2019 Minutes of the Planning and Zoning Commission

CITY OF KUNA
PLANNING & ZONING COMMISSION

MEETING MINUTES
Tuesday, January 8, 2019

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Commissioner Dana Hennis	X	Troy Behunin, Senior Planner	Absent
Commissioner Cathy Gealy	X	Jace Hellman, Planner II	Absent
Commissioner Stephen Damron	X	Sam Welger, Planner I	X
Commissioner John Laraway	X		

6:00 pm – COMMISSION MEETING & PUBLIC HEARING

Chairman Young called the meeting to order at **6:00 pm**.

Call to Order and Roll Call

CONSENT AGENDA
Meeting Minutes for December 11, 2018.
Findings of Fact and Conclusions of Law For 18-05-AN (Annexation), 18-06-S (Preliminary Plat) & 18-34-DR (Design Review) – Redcloud Subdivision.

Commissioner Hennis Motions to approve the consent agenda; Commissioner Damron Seconds, all aye and motion carried 4-0.

PUBLIC HEARING
18-07-AN (Annexation) & 18-05-ZC (Rezone) - Bodahl-Stiner Annexation. The applicant, Tim Eck, requests to annex approximately 39.56 acres into Kuna City with an R-6 zoning, and to rezone approximately 38.98 acres from agricultural to commercial. The sites are located at the southwest corner of Hubbard and Ten Mile Roads, the site addresses are 3925 and 3625 West Hubbard Road and 3003 N Ten Mile Road, Kuna, Idaho; In Section 15, Township 2 North, Range 1 West; (APN# S1315120800, S1315120700 & S1315120051).

David Bailey: 4242 N Brookside Lane, Boise, ID. I'm representing Thistle Farm, LLC for the annexation and rezone. Bodahl-Stiner consists of about 79.5 acres. The eastern 40 acres is already annexed into the city, but is zoned agricultural. The western parcel is planned for R-6 which is in accordance with the Kuna Comprehensive Plan. We held a neighborhood meeting on September 12 at the Kuna Library. The comments at the neighborhood meeting concerned the number of units per acre on the residential. The C-1 allows for multifamily and commercial uses on there. Again, it is consistent with the comprehensive plan. The R-6 zone would allow for up to six units per acre, but most of those end up in the four-unit densities with the zoning ordinance for the subdivision. Both of the properties would not be eligible for development in any way until we came in with preliminary plat or a conditional use or project so if it were commercial, we'd partner a conditional use or apartments on the eastern portion and a subdivision would be required on the western portion of the development. The neighbors were also somewhat concerned with the traffic that could be generated from the project. We did not complete a traffic study for this as we have no specific application in terms of the numbers on the property and we don't do those with annexations. That would be required to be completed and reviewed by the city and Ada County Highway District for their requirements or anything else on the property. We're requesting a favor of recommendation on this and I'll stand for any questions you may have. **C/Young:** On the eastern property that wants to be commercially zoned to multifamily, what kind of density are you looking at? David Bailey: Mr. Chairman, we haven't actually drawn any specific plans for this would be in accordance with a C-1 zone. It's submitted with a planned unit development so I don't know that we have any specific density in mind for that. **C/Hennis:** Are you planning to use the whole parcel for the multi-family?

CITY OF KUNA
PLANNING & ZONING COMMISSION

MEETING MINUTES
Tuesday, January 8, 2019

David Bailey: I suspect not, we have a very large project that would be multifamily covering 40 acres, but I doubt that we have any specific layout. The significant portion would be some type of commercial, and then there would be a multifamily project. **Sam Weiger**: Chairman, Commissioners, for the record, Sam Weiger, Kuna Planning and Zoning Staff 751 W. 4th St. The application before you this evening is for an annexation and rezone approval at the Southwest corner of Hubbard and Ten Mile Road. The applicant requests to annex two sites, approximately 39.54 acres and 2 acres, into Kuna City limits with an R-6 (Medium Density Residential) zoning designation. A residential subdivision will likely be proposed for these parcels in the future. The applicant also requests to rezore one site, approximately 38.98 acres, from an agricultural zoning to a commercial zoning. Multifamily dwellings may be proposed for a portion of this parcel, with the balance as commercial. Curb, gutter and detached sidewalk shall be installed throughout the proposed project site and along the site's frontages on West Hubbard Road and Ten Mile Road. Staff recommends the applicant be conditioned to work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities. Staff would like to note that in the letter of intent, the applicant stated that the planned use for the 38.98-acre parcel is multifamily dwellings. The next item on the agenda, the ordinance amendment, proposes an adjustment to code regarding multifamily in a C-1 zone. All noticing requirements for this application's hearing tonight have been met: The property was posted, notices were mailed to property owners within 400 feet of the property, and an ad was run in the Kuna Melba News. Staff has determined the annexation and rezone comply with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Code; and the Kuna Comprehensive Plan; and forwards a recommendation for a recommendation of approval for Case No's 18-07-AN (Annexation) and 18-05-ZC (Rezone) subject to any conditions of approval outlined by Kuna's Planning and Zoning Commission and any additional conditions added by the Commission. I will now stand for any questions you may have. **C/Gealy:** Will any changes in that zoning amendment be applied to the property if it is rezoned to commercial tonight as well? Would this be for instance grandfathered in? **Sam Weiger**: We had the intention that it would be grandfathered in, because it's coming after this, but we are leaving that to your decision. **C/Gealy**: It doesn't necessarily have to be that way. **Sam Weiger**: Correct, it's up to you. **C/Young**: I will open the public hearing at 6:10, and I will close the public hearing at 6:11. **Wendy Howell**: Until we have an official application for multi-housing, whichever one goes first would determine if it's grandfathered. **Tim Eck**: Good evening Commissioners, Tim Eck, applicant 6152 E Atwood Lane, Eagle Idaho. There is not much to rebut, but I thought that I would just come up and stand for any questions that you may have that Mr. Bailey was unable to answer. **C/Young**: Do you have a vision for the multifamily piece? How much of the 40 acres would be multifamily? Tim Eck: For the R-6 it's easy, for the multifamily, it's a big site. We really think there is an adequate demand for an attached product or a higher density product. Our initial thoughts are a product for sale. We want to put some higher density for a more affordable product. That's one approach we're looking at there. I don't even know what you would put on a 40-acre commercial site that would be a commercial. We just chose C-1 as being the most diverse that would allow some higher density residential in there. With an improved use, we'd come back and start working on a plan to try and figure out how much commercial space we need and what kind of commercial uses we can actually attract. Once we have that figured out, the rest goes to residential. All we could fill then would be 20 acres of residential. **C/Laraway**: For 40 acres, do you foresee coming back and breaking this partial up more after certain requirements are passed to change things to C-2 and then C-1 and break up the partial more? **Tim Eck**: That's not our vision right now. We're probably not completely up to speed on the amendment to the zoning ordinance. I think the city probably needs a commercial one on Ten Mile. There's a couple of small corners, but find out if they're usable. If we can find a user, then we'll expand that to what we can absorb and then look to the rest for residential. If the zoning ordinance changes, facilitate better residential for the C-2 and C-3, we might come back a little bit with that. I haven't seen the revisions. Quite frankly, we were looking at this and C-1 gave us the best option for residential. 40 for commercial is a big site. **C/Young**: There was a question out of the audience. R-6 is a residential zone with a maximum density of six units per acre. A C-1 zone is a commercial zone that has a varied amount of usage for it but fall under it. Multifamily and residential types fall under it. There is no revision to a C-2 or C-3 under this application. Now is Commission discussion. **C/Gealy**: I have no concern with the annexation of R-6. **C/Young**: As far as the zoning for the east parcel to C-1, it's consistent with the new Comp Plan. The new Comp Plan will show that as a neighborhood commercial zone. **C/Gealy**: My only concern with the commercial designation is if the applicant comes back with a proposal to put multifamily on the entire 40 acres. That would be a lot of multifamily in one location and I would have a lot of concerns. If we approve the rezone to commercial then we allow the multifamily to 22 units per acre. When the proposal comes back,

CITY OF KUNA
PLANNING & ZONING COMMISSION

MEETING MINUTES
Tuesday, January 8, 2019

our experience shows that we cannot change it. **C/Hennis**: I agree. **C/Young**: Right now, it's an allowed use, but we can't foresee what the use will be. Is there a way to condition the maximum amount? **C/Gealy**: Can we condition it for maximum acreage or a percent that may be in the multifamily? Wendy Howell: You can condition it, it is a recommendation to the council. That is not what's before you, though. The rezone and annexation are what you're making your decision on. The current ordinance and the current comprehensive plan. Ultimately it will be up to the council as to which one goes first. **C/Hennis**: With that in mind, I'd be more apt to not accept the C-1. That's on top of the other 40 acres of R-6. That's far too much density, and the citizens have expressed much concern. It's been stated by the applicant that the maximum is a consideration. We have an approval or denial to the City Council. With those concerns in mind, are there any other thoughts? **C/Laraway**: We have gone through a lot of heartache with the C-1 approval, but we have no basis for going 6-8 months down the road when somebody wants to put up multi housing. **C/Damron**: Can we approve the annexation and table the rezone until we see what City Council does with the zoning? **C/Young**: We are the recommending body so we should decide. **C/Laraway**: I don't see any sense of having all multifamily housing. **C/Damron**: Once we rezone it, then that goes to Council for the zone. **Wendy Howell**: If you would like to call Mr. Eck back up, he would like to address that concern. **C/Gealy**: With respect to comments from the school district, would there be a place for kids to wait for the bus, and I was going to ask if you were willing to do that in the residential areas. **Tim Eck**: Absolutely. **C/Gealy**: If this built out in the commercial area to the extent that it would be allowed under the commercial designation, we're concerned about the multi-family. **Tim Eck**: My intention was not just to make a high-density residential area. We would be willing to have a limitation on the percentage that we could put residential on. I'm confident we could get commercial use on 15 acres. The rest could be subject to residential. We could limit it to 25 acres of the 40. **C/Laraway**: We have been limited by boundaries and law. Once it's approved, it's freelanced as to what you can do there. The percentage would be a great way to start. That's why I asked if you'd be breaking up more partials to where it's more clarified as to what you have planned. **Tim Eck**: First, I have to get a use before a project gets put together. The economic development coordinator is working on that. Once we have a zoning, we know what uses we can bring in. Right now, if we try to bring in those uses, it's backwards. We need to know what the uses allowed are so that we can fill up those uses and work on some residential behind it. There's a parcel behind that and that parcel is R-4. Coming up that Hubbard corridor we go from R-4 to R-6. I hope to see that as a good transition. **C/Laraway**: I assume that the Ten Mile sector and Hubbard sector will be mostly the commercial that you're talking about and the residential in the back. **Tim Eck**: I'm not a big commercial developer, but I would visualize that the Ten Mile frontage would be the ideal location for the commercial component. Maybe wrapping around the corner down Hubbard a short way. Then you phase that into the residential and keep the commercial. They will all want to be on Ten Mile. **Tim Eck**: We will try to create a pattern where the higher density and even in the R-6 go a little higher density close to the east parcel and low density when we go to the west parcel. We just kind of continue to phase that density from R-4 at Indian Creek to R-6 by the time we get to the commercial and get some high density in there. **C/Hennis**: That helps in my consideration. Even if we wait, it will be harder. It won't help the developer or the city as a whole. **C/Gealy**: The applicant suggested 25 acres of multifamily, we could potentially see 500 units. It's better than 800. **C/Young**: It's good planning practice to have transitioning densities.

Commissioner Hennis motions to recommend approval of Case No. 18-07-AN with the conditions as outlined in the staff report; Commissioner Laraway seconds, all aye and motion carried 4-0. Commissioner Gealy motions to recommend approval of Case No. 18-05-ZC with the conditions as outlined in the staff report; With an additional condition that the preliminary plat before us would include no more than 25 acres of multifamily; Commissioner Damron seconds, all aye and motion carried 4-0.

18-06-ZOA (Zoning Ordinance Amendment) – Multi-family; An Ordinance of The City Council of Kuna, Idaho, Amending Kuna City Code (KCC) to:

- Amending subsection 2 of section 6 of chapter 1 of title 5 kuna city code by the addition of the following: "data processing facility", "office (home occupation)," "repair service," research and development business," and "research and development facility" to "meanings of terms or words";
- Amending section 2, chapter 3, title 5 of the kuna city code, regarding the definition book titled, "a planners dictionary" utilized for land use definitions; the official schedule of zoning district

RESOLUTION NO. R33-2019
CITY OF KUNA, IDAHO

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

- **MAKING CERTAIN FINDINGS;**
- **ADOPTION OF THE *CITY OF KUNA POLICE DEPARTMENT IMPACT FEE STUDY AND CAPITAL IMPROVEMENTS PLAN*;**
- **DIRECTING THE CITY CLERK;**
- **SETTING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: Findings

It is hereby found by the City Council that:

1.1 The City has a police department whose duty and responsibility is to provide protection of persons and property, and enforcement of any of the ordinances of the City of Kuna and the laws of the state of Idaho and to assist is requested by Federal law enforcement agencies; and

1.2 The City is experiencing and is affected by considerable growth and development; and

1.3 The *Idaho Development Impact Fee Act* (the "Act") codified at Chapter 82 of Title 67 Idaho Code provides for:

- the imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and
- the promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
- minimum standards for the adoption of development impact fees ordinances by governmental entities which are authorized to adopt ordinances; and
- The contents of a capital improvements plan and the process to be followed for the adoption of a capital improvements plan.

1.4 The City of Kuna is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to

adopt a development impact fee ordinance; and

1.5 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of City of Kuna Police Department Development Impact Fees for the City; and

1.6 The City on August 7, 2018 established and appointed, pursuant to Idaho Code Section 67-8205, the *City of Kuna Police Department Development Impact Fee Advisory Committee* (the "Advisory Committee") consisting of six members of the local community active in development, banking, real estate, insurance, and local commerce; and

1.7 On June 27, 2018, the City retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and police department capital improvements plan in consultation with the Advisory Committee; and

1.8 On November 7, 2018, Galena Consulting submitted to the City Council a draft *City of Kuna Police Department Impact Fee Study and Capital Improvements Plan* (the "Capital Improvements Plan") prepared in accordance with the requirements of I.C. § 67-8208 in consultation with the Advisory Committee as provided in I.C. §§ 67-8205 and 67-8206(2) and which Capital Improvements Plan:

- Adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects a 67% increase in the population of the City between 2018 and 2028; and

- Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and

- Projects an increase in Service Units within the boundaries of the City of 7,500 dwelling units and 400,000 square feet of nonresidential development over the next ten (10) years; and

- Projects that new growth within the City will require the City Police Department to invest in System Improvements to its facilities to maintain its current level of service in the City; and

- Projects that tax revenues alone will not be sufficient to allow the City to acquire the necessary Police Department System Improvements to serve new growth; and

- Projects that 92% of growth within the boundaries of the City will be residential development and 8% will be nonresidential development; and

- Based on these projections, the Capital Improvements Plan calculates that an impact fee in the amount of $90 for each dwelling unit and $0.04 for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the District will acquire to serve new growth; and

1.9 On November 7, 2018, *City of Kuna Police Department Development Impact Fee Advisory Committee*'s recommendation for approval of the Capital Improvements Plan was presented to the City Council; and

1.10 Prior to the adoption of the Capital Improvements Plan, the City Council, in accordance with Idaho Code Section 67-8206(3), has published notice and held a public hearing on the 2nd day of April, 2019; and

1.11 The Capital Improvements Plan contains all the necessary contents as of a capital improvement plan as provided in the Act by Idaho Code Section 67-8208; and

1.12 It is in the best interests of the City and its patrons that the City Council adopt the Capital Improvements Plan.

Section 2: Action of adoption of the Capital Improvements Plan.

2.1 The City Council does hereby adopt the Capital Improvements Plan and the Mayor and the Clerk of this City are hereby authorized, as the agents of this City, to execute the approval of the Capital Improvements Plan, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein.

Section 3: Direction to City Clerk.

3.1 The City Clerk is hereby directed to retain this resolution in the official records of the City, the City Treasurer, City Administrator, Police Chief and a copy to the City's attorney.

Section 4: Effective Date.

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

PASSED BY THE CITY COUNCIL of the City of Kuna, Ada County, State of Idaho, this ____ day of May, 2019.

_____
Joe Stear, *Mayor*

ATTEST:

_____
Chris Engels, *City Clerk*

EXHIBIT A

Capital Improvements Plan

DRAFT REPORT

September 12, 2018

City of Kuna Police Department Impact Fee Study and Capital Improvement Plan

Prepared By

Galena Consulting
Anne Wescott
1925 North Montclair Drive
Boise, ID 83702

Section I.
Introduction

This report regarding impact fees for the Kuna Police Department is organized into the following sections:

- An overview of the report's background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

Background and Objectives

The Kuna Police Department hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the Department's demographic data and infrastructure costs before credit adjustment; calculates the Department's monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as "... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development."[1]

Purpose of impact fees. The Impact Fee Act includes the legislative finding that "... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho."[2]

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.[3] Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;[4]

- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;[5]

- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;[6]

- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.[7]

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);[8]

- Identification of all existing public facilities;

- Determination of a standardized measure (or service unit) of consumption of public facilities;

- Identification of the current level of service that existing public facilities provide;

- Identification of the deficiencies in the existing public facilities;

- Forecast of residential and nonresidential growth;[9]

- Identification of the growth-related portion of the Department's Capital Improvement Plan;[10]

- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;[11]

- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;[12]

- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;[13] and

- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.[14]

How should fees be calculated? State law requires the City of Kuna to implement the Capital Improvement Plan methodology to calculate impact fees. The City can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the City to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.[15] Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.[17] Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a "proportionate share" of the cost of public facilities to serve that new growth. "Proportionate share" is defined as ". . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project."[19] Practically, this concept requires the Department to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are "earmarked" to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be "reasonable and fair." Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the Department to growth-related system improvements; and
- All other available sources of funding such system improvements.[20]

Through data analysis and interviews with the Department, Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2018 to 2028. This is consistent with the Impact Fee Act.[21] Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is "a standard measure of consumption, use, generation or discharge attributable to an individual unit[22] of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement."[23] The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.[24]

- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a "conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial."[25] In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to ". . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years."[26] The impact fee study team recommends a 10-year time period based on the Department's best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.[27] Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.[28] The total cost of improvements over the 10 years is referred to as the "CIP Value" throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the Department includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the Department to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the Kuna Police Department?** This includes the number of residents as well as residential and nonresidential land uses.

2. **What is the current level of service provided by the Kuna Police Department?** Since an important purpose of impact fees is to help the Department *achieve* its planned level of service[29], it is necessary to know the levels of service it is currently providing to the community.

3. **What current assets allow the Kuna Police Department to provide this level of service?** This provides a current inventory of assets used by the Department, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the Department's current assets.

4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the Department's current assets' total value is needed to serve current residential households and nonresidential square feet?

5. **What future growth is expected in the City of Kuna?** How many new residential households and nonresidential square footage will the Department serve over the CIP period?

6. **What new infrastructure is required to serve future growth?** For example, how much station square footage will be needed by the Kuna Police Department within the next ten years to accommodate the number of officers necessary to achieve the planned level of service of the Department?[30]

7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the Department. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the Department. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

"GRUM" Analysis

In the Department, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the Department invests in capital projects, the study team conducted a "GRUM" analysis on all projects listed in each CIP:

- **Growth.** The "G" in GRUM stands for growth. To determine if a project is solely related to growth, we ask "Is this project designed to maintain the current level of service as growth occurs?" and "Would the Department still need this capital project if it weren't growing at all?" "G" projects are only necessary to maintain the Department's current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.

- **Repair & Replacement.** The "R" in GRUM stands for repair and replacement. We ask, "Is this project related only to fixing existing infrastructure?" and "Would the Department still need it if it weren't growing at all?" "R" projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

- **Upgrade.** The "U" in GRUM stands for upgrade. We ask, "Would this project improve the Department's current level of service?" and "Would the Department still do it even if it weren't growing at all?" "U" projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

- **Mixed.** The "M" in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. "M" projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be "mixed," with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The Department will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section III of this report.

---

[1] *See* Section 67-8203(9), Idaho Code. "System improvements" are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. *See* Sections 67-8203(3), (24) and (28), Idaho Code.

[2] *See* Section 67-8202, Idaho Code.

[3] As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of "rough proportionality." Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. *See Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. Department of Tigard*, 512 U.S. 374 (1994).

[4] *See* Sections 67-8202(4) and 67-8203(29), Idaho Code.

[5] *See* Section 67-8210(4), Idaho Code.

[6] *See* Sections 67-8204(1) and 67-8207, Idaho Code.

[7] *See* Section 67-8210(1), Idaho Code

[8]

See Section 67-8205, Idaho Code.

9 *See* Section 67-8206(2), Idaho Code.

10 *See* Section 67-8208, Idaho Code.

11 *See* Section 67-8207, Idaho Code.

12 *See* Sections 67-8209 and 67-8210, Idaho Code.

13 *See* Section 67-8208, Idaho Code.

14 *See* Sections 67-8204 and 67-8206, Idaho Code.

15 As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the Department's current level of service by quantifying the Department's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

17 *See* Section 67-8208, Idaho Code.

19 *See* Section 67-8203(23), Idaho Code.

20 *See* Section 67-8207, Idaho Code.

21 The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. *See* Sections 67-8204(16), 67-8208(1(f) and 67-8208(1)(g), Idaho Code.

22 *See* Section 67-8203(27), Idaho Code.

23 *See* Section 67-8203(27), Idaho Code.

24 The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

25 *See* Section 67-8208(1)(e), Idaho Code.

26 *See* Section 67-8208(1)(h).

27 This assumes the planned levels of service do not exceed the current levels of service.

28 The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. *See* Sections 67- 8203(28) and 50-1703, Idaho Code.

29 This assumes that the planned level of service does not exceed the current level of service.

30 This assumes the planned level of service does not exceed the current level of service.

Section II.
Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2018 through 2028 for the Department. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Kuna, regional real estate market reports, interviews with developers and recommendations from Department Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the Department's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The following Exhibit II-1 presents the current and estimated future population for the Department.

Exhibit II-1.
Current and Future Population - Kuna Police Department

	2018	2028	Net Increase	Percent Increase
Population	24,000	40,000	16,000	67%

Over the next ten years, COMPASS models indicate the Department to grow by approximately 16,000 people, or at an annual growth rate of 6.7 percent. Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the Department.

Exhibit II-2.
Current and Future Land Uses, Kuna Police Department

	2018	2028	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	24,000	40,000	16,000		
Residential (in units)	7,500	12,500	5,000	10,000,000	92%
Nonresidential (in square feet)	400,000	1,250,000	850,000	850,000	8%
Total				10,850,000	100%

As shown above, the Kuna Police Department is expected to grow by approximately 5,000 residential units and 850,000 nonresidential square feet over the next ten years. Ninety-two percent of this growth is attributable to residential land uses, while the remaining eight percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the Department.

Section III.
Impact Fee Calculation

In this section, we calculate impact fees for the Kuna Police Department according to the seven - question method outlined in Section I of this report.

1. **Who is currently served by the Kuna Police Department?**

As shown in Exhibit II-2, the Department currently serves 7,500 residential units and approximately 400,000 square feet of nonresidential land use.

2. **What is the current level of service provided by the Kuna Police Department?**

The Kuna Police Department provides a level of service of .72 officers per 1,000 population. As the population of the Department grows, additional infrastructure and equipment will be needed to sustain this level of service.

3. **What current assets allow the Kuna Police Department to provide this level of service?**

The following Exhibit III-1 displays the current assets of the Kuna Police Department.

Exhibit III-1.
Current Assets – Kuna Police Department

Type of Capital Asset		Replacement Value
Facilities		
Police Station - 2,700 sf	$	810,000
Total Assets	$	810,000
Plus Cost of Fee-Related Research		
Impact Fee Study	$	6,000
Grand Total	**$**	**816,000**

As shown above, the Department currently owns approximately $816,000 of eligible current assets. These assets are used to provide the Department's current level of service.

4. **What is the current investment per residential unit and nonresidential square foot?**

The Kuna Police Department has already invested $106 per residential unit and $0.05 per nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the Department's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. **What future growth is expected in the City of Kuna?**

As shown in Exhibit II-2, the City of Kuna is expected to grow by approximately 5,000 residential units and 850,000 square feet of nonresidential land use over the next ten years.

6. **What new infrastructure is required to serve future growth?**

The following Exhibit III-2 displays the capital improvements planned for purchase by theKuna Police Department over the next ten years.

Exhibit III-2.
Kuna Police Department CIP 2019 to 2028

Type of Capital Infrastructure	Square Feet	CIP Value	*times*	Growth Portion	*equals*	Amount to Include in Fees	Amount from Other Sources
Facilities							
Police Facility - current staffing level 17 officers	3,450	$690,000		0%		$0	$690,000
Police Facility - increase in service level 11 officers	2,250	$450,000		0%		$0	$450,000
Police Facility - growth related 12 officers	2,400	$480,000		100%		$480,000	$0
Total Infrastructure		$1,620,000				$480,000	$1,140,000
Plus Cost of Fee-Related Research							
Impact Fee Study		$6,000		100%		$6,000	
Grand Total		**$1,626,000**				**$486,000**	

As shown above, the Department plans to purchase approximately $1.6 million in capital improvements over the next ten years, $480,000 of which is impact fee eligible.

In order to continue the current level of service over the next 10 years, the City will need to hire 12 additional officers and related staff to meet the current service level of .72 officers per 1,000. Based on the current ratio of station square footage per officer, housing these growth-related officers will require approximately 2,400 additional square feet.

The City has communicated its intention to increase the level of police service to 1.0 officers per 1,000 population, which would require an additional 11 officers over and above the 12 additional growth-related officers. Housing these 11 officers and related staff would require 2,250 square feet, none of which is impact fee eligible as it is related to an increase in the level of service. The City will have to allocate funds from other revenue sources to pay for this expense.

In anticipation of the need to house these additional 23 officers within the next 10 years, the Police Department is in discussions with the Kuna School District to potentially build a new police station, co-located with District offices. Doing so would require housing the City's existing 17 officers and related staff, as well as accommodating for future capacity beyond 2028 or additional space needs. These needs would require approximately 3,450 square feet.

Total space needs to accommodate the growing Kuna Police Department over the next 10 years equal approximately 7,000 square feet. At a conservatively estimated cost of $200 per square foot, this facility would cost $1,620,000. The City is not obligated to build a 7,000 square foot facility. It may choose to accommodate each of the three space needs – replacement, increased level of service, and growth – in different ways. Only $480,000 of any facility may be funded with impact fees.

7. **What impact fee is required to pay for the new capital improvements?**

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Kuna Police Department.

Exhibit III-3.
DRAFT Impact Fee Calculation, Kuna Police Department

Amount to Include in Impact Fee Calculation		$486,000
Percentage of Future Growth		
Residential		92%
Non Residential		8%
Amount Attributable to Future Growth		
Residential	$	447,926
Non Residential	$	38,074
Future Growth 2017-2026		
Residential (per unit)		5,000
Non Residential (per square foot)		850,000
Impact Fee		
Residential (per unit)	$	90
Non Residential (per square foot)	$	0.04

As shown above, we have calculated impact fees for the Kuna Police Department at $90 per residential unit and $0.04 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the Department have already invested $106 per residential unit and $0.05 per nonresidential square foot in the capital inventory necessary to provide today's level of service.

The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

Because not all the capital improvements listed in the CIP are 100 percent growth-related, the Department would assume the responsibility of paying for those capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The Department can choose not to fund these capital improvements.

Section IV.
Fee Analysis and Administrative Recommendations

A comparison of the calculated Police impact fee to Police impact fees being assessed by Meridian, Caldwell, Boise and Nampa is provided in Exhibit IV-1:

Exhibit IV-1.
DRAFT Impact Fee Comparison - Police

FOR DISCUSSION PURPOSES ONLY

	City of Kuna	City of Meridian	City of Caldwell	City of Boise	City of Nampa	City of Star	City of Middleton	City of Eagle
Police	DRAFT	being updated			DRAFT			
per Residential Unit	$ 90	$ 136	$ 97	$ 237	$ 359	$ -	$ -	$ -
per Non-Residential sf	$ 0.04	$ 0.07	$ 0.02	$ 0.20	$ 0	$ -	$ -	$ -

The calculated impact fee for the Kuna Police Department is lower than all Police impact fees currently being assessed in Ada or Canyon counties.

Each of the comparison cities also assesses fire and parks impact fees. A comparison of the City of Kuna's fire and parks fees to fire and parks fees of these other jurisdictions is provided in Exhibit IV-2:

Exhibit IV-2.
DRAFT Impact Fee Comparison – Fire and Parks

FOR DISCUSSION PURPOSES ONLY

	City of Kuna	City of Meridian	City of Caldwell	City of Boise	City of Nampa	City of Star	City of Middleton	City of Eagle
Police	DRAFT	being updated			DRAFT			
per Residential Unit	$ 90	$ 136	$ 97	$ 237	$ 359	$ -	$ -	$ -
per Non-Residential sf	$ 0.04	$ 0.07	$ 0.02	$ 0.20	$ 0	$ -	$ -	$ -
Fire								
per Residential Unit	$ 701	$ 681	update	$ 511	$ 560	$ 809	$ 819	$ 677
per Non-Residential sf	$ 0.35	$ 0.35	in progress	$ 0.27	$ 0.31	$ 0.38	$ 0.41	$ 0.29
Parks								
per residential unit	$ 983	$ 1,081	$ 805	$ 1,390	$ 1,688	$ 2,050	$ 1,963	$ 1,333
TOTAL								
per Residential Unit	$ 1,774	$ 1,898	$ 902	$ 2,138	$ 2,607	$ 2,859	$ 2,782	$ 2,010
per Non-Residential sf	$ 0.39	$ 0.42	$ 0.02	$ 0.47	$ 0.52	$ 0.38	$ 0.41	$ 0.29

Some communities express concern that impact fees will stifle growth. Empirical data indicates this is not the case. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

On the positive side, an impact fee program will enable the Department to plan for growth without decreasing its service levels which can decrease buyer satisfaction. It will also allow the Department to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

Implementation Recommendations

The following implementation recommendations should be considered:

Capital Improvements Plan. The City should formally adopt this Capital Improvement Plan subject to the procedures of the Local Land Use Planning Act (LLUPA).

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, the City should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise City and Department staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the Department assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the Department receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the Department's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the Department will either credit the donor or reimburse the donor for that portion of the impact fee.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.[37] This prevents "double dipping" by the Department.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the Department aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.[38]

Impact fee accounting. The Department should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The Department should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed,* impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected *to partially replace existing capacity and to partially serve new growth,* cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The Department is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the Department invests in additional infrastructure beyond what is listed in this report, and/or as the Department's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

---

[37] *See* Section 67-8209(3), Idaho Code.

[38] *See* Section 67-8209(4), Idaho Code

NOTICE OF PUBLIC HEARING

PURSUANT TO IDAHO CODE § 67-6509(a)
AMENDMENT OF CITY OF KUNA COMPREHENSIVE PLAN
BY: PLANNING AND ZONING COMMISSION OF THE CITY OF KUNA

NOTICE IS HEREBY GIVEN: That the City of Kuna Planning and Zoning Commission will conduct a public hearing:

PURPOSE OF THE HEARING: To consider an amendment to *The Comprehensive Plan for the City of Kuna* by the addition of the *Impact Fee Studies and Capital Improvement Plans as Appendix* ___- the *City of Kuna Police Department Impact Fee Study and Capital Improvement Plan* ("Capital Improvements Plan") as adopted by the City Council for the collection and expending of development impact fees for the City of Kuna Police Department Systems Improvements as identified in the Capital Improvements Plan.

MATERIALS AVAILABLE FOR INSPECTION: The City has made available and will continue to make available to the public, upon request, the following: proposed land use assumptions and a copy of the Capital Improvements Plan.

DATE, TIME AND LOCATION OF PUBLIC HEARING: The public hearing will be conducted at Kuna City Hall, 751 W. 4th Street, Kuna, Idaho on _____, 2019, commencing at: 6:00 p.m. or as soon thereafter as this hearing is convened by the City Planning and Zoning Commission.

CITY OF KUNA
PLANNING AND ZONING COMMISSION

_____

Publish: *[I.C. § 67-6509(a)* at least fifteen (15) days prior to the hearing
Mailed: To all political subdivisions [including the School District] providing services within the planning jurisdiction of the City of Kuna at least fifteen (15) days prior to the hearing
Made Available: To other papers, radio and television stations serving the planning jurisdiction of the City of Kuna.
Publication/Date: _____

KUNA CITY ORDINANCE NO. 2019-11
CITY OF KUNA

AN ORDINANCE AMENDING TITLE 12 OF THE KUNA CITY CODE BY ADDING A NEW CHAPTER 3, PROVIDING FOR:

- **POLICE DEPARTMENT DEVELOPMENT IMPACT FEES;**
- **SHORT TITLE APPLICABILITY, FINDINGS AND PURPOSE;**
- **DEFINITIONS;**
- **IMPOSITION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;**
- **COLLECTION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;**
- **EXEMPTIONS;**
- **INDIVIDUAL ASSESSMENT PROCESS;**
- **DEVELOPER CREDITS AND REIMBURSEMENTS;**
- **METHODOLOGY FOR CALCULATION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;**
- **EXTRAORDINARY IMPACTS;**
- **FEE PAYER REFUNDS;**
- **ESTABLISHMENT OF A CITY OF KUNA POLICE DEPARTMENT IMPACT FEE CAPITAL TRUST FUND AND ACCOUNTS;**
- **USE, EXPENDITURE AND BUDGET PROCESS CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;**
- **APPEALS, PROTEST AND MEDIATION;**
- **PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN;**
- **AUDIT REPORT AS A PART OF THE CITY ANNUAL AUDIT;**
- **THE CITY OF KUNA POLICE DEPARTMENT DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE;**
- **ENFORCEMENT AND COLLECTION;**
- **MISCELLANEOUS PROVISIONS;**
- **PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE;**
- **CONSTRUCTION OF ORDINANCE INTENT; and**
- **PROVIDING AN EFFECTIVE DATE AND PUBLICATION.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That Title 12 of the Kuna City Code be and the same is hereby amended by the addition thereto of a new Chapter 3 to read as follows:

CHAPTER 3 – POLICE DEPARTMENT **DEVELOPMENT IMPACT FEES**

12-3-1: - SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE:

A. *Short title.* This chapter shall be known and may be cited as the *City of Kuna Police Department Development Impact Fee Ordinance*.

B. *Authority.* This ordinance is enacted pursuant to the City's general police powers, its authority to enact ordinances, and its authority as provided by the *Idaho Development Impact Fee Act* codified at Chapter 82 of Title 67, Idaho Code (the "Act") and other applicable laws of the state of Idaho to impose, collect and expend development impact fees.

C. *Applicability.* Except as otherwise exempted in section 12-3-3, these provisions shall apply to the Development of property located within the boundaries of the City of Kuna, Idaho.

D. *Findings:*

1. The City is experiencing considerable growth and Development; and

2. The purposes of the Act [IC § 67-8202] are as follows:

- Ensure that adequate public facilities are available to serve new growth and Development;

- Promote orderly growth and Development by establishing uniform standards by which local governments, such as the City, may require those who benefit from new growth and Development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and Development; and

- Establish minimum standards for adoption of development impact fee ordinances by cities; and

- Ensure that those who benefit from new growth and Development are required to pay no more than their proportionate share of the cost of public facilities needed to serve that new growth and Development and to prevent duplicate and ad hoc development requirements; and

- To empower cities to adopt ordinances to impose development impact fees.

3. New residential growth within the City imposes and will impose increasing and excessive demands upon the existing City's Police Department Facilities.

4. The tax revenues generated from new residential Development within the City often do not generate sufficient funds to provide the necessary improvements and expansion of existing City of Kuna Police Department Capital Facilities to accommodate for that new growth.

5. New growth within the City is expected to continue, and will place ever-increasing demands on the City to provide and expand the City's Police Department Capital Facilities to serve that new growth.

6. The creation of an equitable impact fee system will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate City Police Department Capital Facilities are available to serve new growth and Development; (b) promote orderly growth and Development by establishing uniform standards by which the City may require that those who benefit from new growth and Development pay a proportionate share of the cost of new City Police Department Capital Facilities needed to serve new growth and Development in the City; (c) establish minimum standards for the adoption of Police Department Impact Fees; (d) ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of City Police Department Capital Facilities needed to serve new growth and Development in the City; and (e) prevent duplicate and ad hoc Development requirements in the City.

11. The City has formed the Advisory Committee as required by IC § 67-8205, and the Committee has performed the duties required of it pursuant to IC §§ 67-8205 and 67-8206(2). The City intends that the Committee will continue to exist and perform those duties identified in IC § 67-8205 that occur following the adoption of this *City of Kuna Police Department Development Impact Fee Ordinance*.

12. The City has planned for the improvement of the City's Police Department Capital Facilities in the Capital Improvements Plan.

13. The creation of an equitable impact fee system would enable the City to accommodate new development, and would assist the City in the implementation of the capital improvements element of the Capital Improvements Plan.

14. In order to implement an equitable impact fee system for the City's Police Department facilities, the City adopted by resolution dated April 2, 2019 the *City of Kuna Police Department Impact Fee Study and*

Capital Improvements Plan (the "Capital Improvements Plan"). Galena Consulting was hired by the City to assist the Advisory Committee in the preparation of the Study.

15. The methodology used in the Capital Improvements Plan, as applied through this chapter, complies with all applicable provisions of Idaho law, including those set forth in IC §§ 67-8204(1), (2), (16) and (23), 67-8207 and 67-8209. The incorporation of the Capital Improvements Plan by reference satisfies the requirement in IC § 67-8204(16) for a detailed description of the methodology by which the City of Kuna Police Department Impact Fees were calculated, and the requirement in IC § 67-8204(24) for a description of acceptable levels of service for City Police Department System Improvements.

16. In determining the proportionate share of System Improvements Costs, the Capital Improvements Plan has considered: (a) the cost of the existing System Improvements; (b) the means by which the existing System Improvements have been financed; (c) the extent to which the new Development will contribute to System Improvements Costs through taxation, assessment, or developer or landowner contributions, or has previously contributed to System Improvements Costs through developer or landowner contributions; (d) the extent to which the new Development is required to contribute to System Improvements Costs in the future; (e) the extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area or areas; (f) Extraordinary Costs, if any, incurred in serving the new Development; (g) the time and price differential inherent in a fair comparison of fees paid at different times; and (h) the availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation and includes a plan for alternative sources of revenue.

17. The Capital Improvements Plan contains the capital improvements planned by the City during the term of the Capital Improvements Plan, and such element has been developed in conformance with the requirements Chapter 82 of Title 67, Idaho Code.

18. The Capital Improvements Plan sets forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the City's Police Department Capital Facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development.

19. In accordance with Idaho Code, the Capital Improvements Plan was based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the Capital Improvements Plan uses a fee calculation methodology that is net of credits for the present value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers.

20. The City of Kuna Police Department Impact Fees established by this chapter are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the Police Department Impact Fees.

21. The City of Kuna Police Department Capital Facilities included in the calculation of fees in the Capital Improvements Plan will benefit all new residential Development throughout the City, and it is therefore appropriate to treat all areas of the City as a single Service Area for purposes of calculating, collecting, and spending the City of Kuna Police Department Impact Fees collected from Developers.

22. There is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this chapter, the development impact fees assessment of such Development covered by this chapter, and the development impact fees that such Developer will be required to pay.

23. This chapter creates a system by which development impact fees paid by Developers will be used to finance, defray, or reimburse a portion of the costs incurred by the City to construct and/or purchase System Improvements in ways that benefit the Development for which each development impact fee was paid within a reasonable period of time after the development impact fee is paid, and in conformance with IC § 67-8210.

24. This chapter creates a system under which development impact fees shall not be used to correct existing deficiencies for any City of Kuna Police Department Capital Facilities, or to replace or rehabilitate existing City of Kuna Police Department Capital Facilities, or to pay for routine operation or maintenance of those facilities.

25. This chapter creates a system under which there shall be no double payment of development impact fees, in accordance with IC § 67-8204(19).

26. This chapter is consistent with all applicable provisions of the Act concerning development impact fee ordinances.

E. *Purpose.*

1. This chapter is adopted to be consistent with, and to help implement the Capital Improvements Plan.

2. The intent of this chapter is to ensure that new residential development bears a proportionate share of the cost of System Improvements; to ensure that such proportionate share does not exceed the cost of such System Improvements required to accommodate new Development; and to ensure that funds collected from new Development are actually used for System Improvements in accordance with the Act.

3. It is the further intent of this chapter to be consistent with those principles for allocating a fair share of the cost of System Improvements to new Development, and for adopting development impact fee ordinances, established by the Act.

4. It is not the intent of this chapter to collect any money from any new Development in excess of the actual amount necessary to offset new demands for System Improvements created by such new Development.

5. It is the intent of this chapter that any monies collected, as an imposed City of Kuna Police Department Impact Fee, are deposited in the City of Kuna Police Department Impact Fee account, are never commingled with monies from a different impact fee account, are never used for a development impact fee component different from that for which the fee was paid, are never used to correct current deficiencies in the City of Kuna Police Department Capital Facilities, and are never used to replace, rehabilitate, maintain or operate any City of Kuna Police Department Capital Facilities.

12-3-2: - DEFINITIONS:

As used in this chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended and words and terms appearing in the singular number includes the plural and the plural the singular:

ACCOUNTS shall mean any of one or more interest bearing accounts within the *City of Kuna Police Department Development Impact Fee Capital Projects Trust Fund* established in section 12-3-9 of this chapter.

ACT shall mean the Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.

ADMINISTRATOR shall mean the person appointed by the City Council to be the administrator of the City as required by this Chapter, or her, or his designee.

ADVISORY COMMITTEE shall mean the *City of Kuna Police Department Development Impact Fee Advisory Committee* formed and staffed by the City pursuant to IC § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.

APPROPRIATE shall mean to legally obligate by contract or otherwise commit to the expenditure of funds by appropriation or other official act of the City Council.

BUILDING PERMIT shall mean the permit required for foundations, new construction and additions pursuant to KCC § 4-1-3.

CITY shall mean the City of Kuna.

CITY COUNCIL shall mean the City Council of the City of Kuna.

CAPITAL IMPROVEMENTS shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of City of Kuna Police Department Capital Facilities.

CAPITAL IMPROVEMENTS ELEMENT shall mean a component of the Capital Improvements Plan identified as *Exhibit III-2 Kuna Police Department CIP 2019-2028* adopted by the City pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which component meets the requirements of the capital improvements plan required by the Act.

CAPITAL IMPROVEMENTS PLAN shall mean the *City of Kuna Police Department Impact Fee Study and Capital Improvement Plan* recommended by the Advisory Committee and adopted by the City pursuant to the Act that identifies City of Kuna Police Department Capital Facilities for which City of Kuna Police Department Impact Fees may be used as a funding source and attached to Ordinance No. 2019-11 as **Exhibit A**.

CITY OF KUNA POLICE DEPARTMENT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND") shall mean the City of Kuna Police Department Trust Fund pursuant to § 12-3-9 of this chapter and pursuant to IC § 67-8210(1) into which all City of Kuna Police Department Impact Fees shall be deposited and maintained by the City.

DEVELOPER shall mean any person or legal entity undertaking development including a Development that seeks an annexation into the City and/or undertakes the subdivision of property pursuant to IC §§ 50-1301 through 50-1334, as amended.

DEVELOPMENT shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the annexation into the City and/or subdivision of property that would permit any change in the use, character or appearance of land.

DEVELOPMENT APPROVAL shall mean any written duly authorized document from the City which authorizes the commencement of a Development.

DEVELOPMENT REQUIREMENT shall mean a requirement attached to a Developmental approval or other City governmental action approving or authorizing a particular Development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

EXTRAORDINARY COSTS shall mean those costs incurred as result of an extraordinary impact.

EXTRAORDINARY IMPACT shall mean an impact which is reasonably determined by the City to: (i) result in the need for City of Kuna Police Department system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by IC § 67-8214(2), as amended; or (ii) result in the need for City of Kuna Police Department system improvements which are not identified in the capital improvements plan.

FEE PAYER shall mean the person who pays or is required to pay a City of Kuna Police Department Impact Fee. A fee payer may include a developer.

CITY OF KUNA POLICE DEPARTMENT IMPACT FEE shall mean a payment of money imposed as condition of Development Approval to pay for a proportionate share of the costs of System Improvements needed to serve the Development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;

2. Connection or hookup charges;

3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or

4. Amounts collected from a Developer in a transaction in which the City has incurred expenses in constructing Capital Improvements for the Development if the owner or developer has agreed to be financially responsible for the

construction or installation of those Capital Improvements, unless a written agreement is made, pursuant to IC § 67-8209(3) as amended, for credit or reimbursement.

KCC shall mean the Kuna City Code, the official Code of Ordinances of the City.

LAND USE ASSUMPTIONS shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten (10) year period.

LEVEL OF SERVICE shall mean a measure of the relationship between service capacity and service demand for Public Facilities.

MANUFACTURED/MOBILE HOME shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

MODULAR BUILDING shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

POLICE DEPARTMENT CAPITAL FACILITIES shall mean Police Facilities which are identified in Exhibit III-2 of the Capital Improvements Plan, and specifically including those related costs including System Improvements Costs, but not including maintenance, operations, or improvements that do not expand their capacity.

PRESENT VALUE shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT shall mean a particular Development on an identified parcel of land.

PROJECT IMPROVEMENTS, in contrast to System Improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular

Development project and that are necessary for the use and convenience of the occupants or users of the project.

PROPORTIONATE SHARE shall mean that portion of System Improvements Costs determined pursuant to IC § 67-8207 which reasonably relates to the service demands and needs of the Project.

PUBLIC FACILITIES shall mean land, buildings and equipment used for police protection, which have a useful life of ten (10) years or more.

RECREATIONAL VEHICLE shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

SERVICE AREA shall mean any defined geographic area within the City as identified by the City in which specific Public Facilities provide service to Development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this Ordinance, there shall be one Service Area encompassing all of the City of Kuna.

SERVICE UNIT shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements. As specifically used in this Ordinance, service units include dwelling units as defined in KCC § 5-1-6-2 and square feet of nonresidential Development.

SYSTEM IMPROVEMENTS, in contrast to Project Improvements, shall mean Capital Improvements to Public Facilities which are designed to provide service to a service area. For the purpose of this chapter, System Improvements are for City of Kuna Police Department Capital Facilities.

SYSTEM IMPROVEMENTS COSTS shall mean costs incurred for construction or reconstruction of System Improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in IC § 50-1702(h), as amended, to provide additional Public Facilities needed to service new growth and Development. For clarification, System Improvements Costs do not include:

1. Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the Capital Improvements Plan;

2. Improvements, repair, operation or maintenance of existing or new capital;

3. Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing Development in order to meet stricter safety, efficiency, environmental or regulatory standards;

4. Upgrading, updating, expanding or replacing existing Capital Improvements to provide better service to existing Development;

5. Administrative and operating costs of the City unless such costs are attributable to Development of the Capital Improvements Plan, as provided in IC § 67-8208, as amended; and

6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the City to finance Capital Improvements identified in the Capital Improvements Plan.

12-3-3: – IMPOSITION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEE:

A. *Imposition of Impact Fee.* A City of Kuna Police Department Impact Fee is hereby imposed on all new Development in the City of Kuna, Idaho.

B. *Fee Schedule.* City of Kuna Police Department Impact Fees shall be calculated in accordance with the fee schedule set forth in Exhibit III-3 of the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the Development, unless (a) the Fee Payer requests an individual assessment pursuant to section 12-3-6 of this chapter; or (b) the City finds the Development will have an Extraordinary Impact pursuant to section 12-3-9 of this chapter. The methodology for determining the costs per service unit provided for in the fee schedule is set forth in the Capital Improvements Plan.

C. *Developer's Election*. A Developer shall have the right to elect to pay a project's proportionate share of System Improvements Costs by payment of City of Kuna Police Department Impact Fee according to the fee schedule as full and complete payment of the Development project's proportionate share of System Improvements Costs, except as provided in IC § 67-8214(3), as amended.

D. *Procedures*:

1. *Building Permit*. Upon submittal of complete building permit plans for the Development to the City, the City shall calculate the City of Kuna Police Department Impact Fee for the Development within thirty (30) days of submittal unless the Fee Payer requests an individual assessment or the City determines that the Development may have Extraordinary Impact.

2. *Exemption*. An exemption pursuant to section 12-3-5 of this chapter must be claimed by the Fee Payer upon application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer.

12-3-4: - COLLECTION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES:

A. *Certification.* After the City of Kuna Police Department Impact Fee due for a proposed Development have been calculated by the City pursuant to the fee schedule attached to the Capital Improvements Plan or by the Administrator using the individual assessment process, the Fee Payer may request from the City or the Administrator a certification of the amount of City of Kuna Police Department Impact Fee due for that Development. Within thirty (30) days after receiving such request, the City or the Administrator shall issue a written certification of the amount of the City of Kuna Police Department Impact Fee due for the proposed Development. Such certification shall establish the City of Kuna Police Department Impact Fee so long as there is no material change to the particular project as identified in the individual assessment application, or the impact fee schedule attached to the Capital Improvements Plan. The certification shall include an explanation of the calculation of the City of Kuna Police Department Impact Fee including an explanation of factors considered under Idaho Code Section 67-8207 and shall also specify the System Improvement(s) for which the City of Kuna Police Department Impact Fee is intended to be used. If the Impact Fee is calculated by the City pursuant to the fee schedule, the City shall provide the certification to the Fee Payer and the Administrator. If the Impact Fee is determined by the Administrator following an individual assessment of the fee, the Administrator shall provide the certification to the Fee Payer and the City.

B. *Payment of Fees.* The City of Kuna Police Department Impact Fee shall be paid to the City at the following times:

1. If a Building Permit or manufactured/mobile home installation permit is required, then at the time before the permit is issued;

2. If no Building Permit or manufactured/mobile home installation permit is required, then at the time that construction commences; or

3. At such other time as the Developer and the Administrator have agreed upon in writing.

12-3-5: - EXEMPTIONS:

A. *Exemptions.* The provisions of this chapter shall not apply to the following:

1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;

2. Remodeling or repairing a structure which does not increase the number of service units;

3. Replacing a residential unit, including a manufactured/mobile home, with another residential unit on the same lot; provided that, the number of service units does not increase;

4. Placing a temporary construction trailer or office on a lot;

5. Construction of an addition on a residential structure which does not increase the number of service units;

6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of System Improvements; or

7. The installation of a modular building, manufactured/mobile home or recreational vehicle if the Fee Payer can demonstrate by documentation such as utility bills and tax records that either: (a) a modular building, manufactured/mobile home or recreational vehicle was legally in place on the lot or space prior to the effective date of this chapter; or (b) a City of Kuna Police Department Impact Fee has been paid previously for the modular building, manufactured/mobile home or recreational vehicle on that same lot or space.

B. *Exemption Claim Process*. An exemption from the City of Kuna Police Department Impact Fee must be claimed on the Application by the Developer (Fee Payer) upon submitting their application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer. Applications for exemption shall be determined by the City within ninety (90) days of receipt of the claim for exemption.

12-3-6: - INDIVIDUAL ASSESSMENT PROCESS:

A. In lieu of calculating the amount of the City of Kuna Police Department Impact Fee by reference to the fee schedule attached to the Capital Improvements Plan, a Fee Payer may file a request with the City that the amount of the required City of Kuna

Police Department Impact Fee be determined by the Administrator through an individual assessment for the proposed Development. A request for an individual assessment process shall involve consideration of studies, data, and any other relevant information submitted by the Fee Payer to adjust the amount of the City of Kuna Police Department Impact Fee. If a Fee Payer files a request for the use of an individual assessment, the Fee Payer shall be responsible for retaining a qualified professional to prepare the individual assessment that complies with the requirements of this chapter, at the Fee Payer's expense. The Fee Payer shall, at the Fee Payer's expense, bear the burden of proving by clear and convincing evidence that the resulting individual assessment complies with the requirements of this chapter. The Fee Payer shall bear the burden of proving by clear and convincing evidence that the resulting individual assessment is a more accurate measure of its proportionate share of the cost of System Improvements, based on the City's adopted Levels of Service, than the development impact fees that would otherwise be due pursuant to the fee schedule attached to the Capital Improvements Plan.

B. Each individual assessment shall be based on the same level of service standards and unit costs for System Improvements used in the Capital Improvements Plan, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used.

C. A request for an individual assessment shall be delivered and filed with the City at any time that the number of dwelling units in the proposed Development and the types and amounts of Development in each non-residential category identified in the fee schedule attached to the Capital Improvements Plan are known. Upon filing of a request for individual assessment, the same shall be transmitted to the Administrator for review. The Administrator shall issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the Fee Payer, so as not to unreasonably delay the Developer's (Fee Payer's) subsequent applications to the City for Building Permits.

D. Each individual assessment request delivered to the Administrator may then be accepted, rejected, or accepted with modifications by the Administrator as the basis for calculating the City of Kuna Police Department Impact Fee. The criteria for acceptance, rejection or acceptance with modifications shall be whether the individual assessment is a more accurate measure of demand for System Improvements element(s) created by the proposed Development, or the costs of those facilities, than the applicable fee shown in the fee schedule attached to the Capital Improvements Plan.

E. The decision by the Administrator on an application for an individual assessment shall include an explanation of the calculation of the City of Kuna Police Department Impact Fee, shall specify the System Improvement(s) for which the City of Kuna Police Department Impact Fee is intended to be used, and shall include an explanation of those factors identified in IC § 67-8207.

F. If an individual assessment is accepted or accepted with modifications by the Administrator then the City of Kuna Police Department Impact Fee due under this chapter for such Development shall be calculated according to such individual assessment.

G. The Administrator shall provide notice of final determination of an individual assessment to the Developer (Fee Payer) and the City.

12-3-7: - DEVELOPER CREDITS AND REIMBURSEMENT:

A. *Credits to be Issued.* When a Developer or their predecessor in title or interest has constructed System Improvements of the same category as a City of Kuna Police Department Capital Improvements Element, or contributed or dedicated land or money towards the completion of System Improvements of the same category as a City of Kuna Police Department Capital Improvements Element, and the City has accepted such construction, contribution or dedication, the City shall issue a credit against the City of Kuna Police Department Impact Fees otherwise due for the same City of Kuna Police Department Capital Improvements Element in connection with the proposed Development, as set forth in this section, credit shall be issued regardless of whether the contribution or dedication to System Improvements was required by the City as a condition of Development Approval or was offered by the Developer and accepted by the City in writing, and regardless of whether the contribution or dedication was contributed by the Developer or by a local improvement district controlled by the Developer.

B. *Limitations.* Credits against a City of Kuna Police Department Impact Fee shall not be given for: (a) Project Improvements; or (b) any construction, contribution or dedication not agreed to in writing by the City prior to commencement of the construction, contribution, or dedication. Credits issued for one City of Kuna Police Department Capital Improvements Element may not be used to reduce City of Kuna Police Department Impact Fee due for a different capital improvement. No credits shall be issued for System Improvements contributed or dedicated prior to the effective date of this chapter.

C. *Valuation of Credit at Present Value:*

1. *Land.* Credit for qualifying land dedications shall, at the Fee Payer's option, be valued at the present value of: (a) one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor; or (b) that fair market value established by a private appraiser acceptable to the City in an appraisal paid for by the Fee Payer.

2. *Improvements.* Credit for qualifying acquisition or construction of System Improvements shall be valued by the City at the present value of such improvements based on complete engineering drawings, specifications, and

construction cost estimates submitted by the Fee Payer to the City. The Administrator shall determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the City as a more accurate measure of the value of the offered System Improvements to the City.

D. *When Credits Become Effective:*

1. *Land.* Approved credits for land dedications shall become effective when the land has been conveyed to the City in a form acceptable to the City, at no cost to the City, and has been accepted by the City. Upon request of the Fee Payer, the City shall issue a letter stating the amount of credit available.

2. *Improvements.* Approved credits for acquisition or construction of System Improvements shall generally become effective when (a) all required construction has been completed and has been accepted by the City, (b) a suitable maintenance and warranty bond has been received and approved by the City, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the City and the state of Idaho. Upon request of the Fee Payer, the City shall issue a letter stating the amount of credit available.

E. *Credit Request Procedures:*

1. *Request.* In order to obtain a credit against City of Kuna Police Department Impact Fee otherwise due, a Fee Payer shall submit to the City a written offer of request to dedicate to the City specific parcels of qualifying land or a written offer to contribute or construct specific System Improvements to the City of Kuna Police Department Capital Facilities in accordance with all applicable State or City design and construction standards, and shall specifically request a credit against the type of City of Kuna Police Department Impact Fee for which the land dedication or System Improvements is offered. The City shall then deliver the written offer of request to the Administrator.

2. *Review.* After receipt of the written offer of request for credit, the Administrator shall review the request and determine whether the land or System Improvements offered for credit will reduce the costs of providing City of Kuna Police Department Capital Facilities by an amount at least equal to the value of the credit. If the Administrator determines that the offered credit satisfies that criteria and will be acceptable to the City Council, then the credit shall be issued. The City shall complete its review and determination of an application within thirty (30) days after receipt of an application for credit.

3. *Credits Exceeding Fee Amounts Due.* If the credit due to a Fee Payer pursuant to sections, above, exceeds the City of Kuna Police Department Impact Fee that would otherwise be due from the Fee Payer pursuant to the chapter (whether calculated through the fee schedule attached to the City of Kuna Police Department Capital Improvement Plan or through an individual assessment), the Fee Payer may choose to receive such credit in the form of either: (a) a credit against future City of Kuna Police Department Impact Fee due for the same System Improvements; or (b) a reimbursement from City of Kuna Police Department Impact Fee paid by future Development that impacts the System Improvements contributed or dedicated by the Fee Payer. Unless otherwise stated in an agreement with the Fee Payer, the City shall be under no obligation to use any City funds - other than City of Kuna Police Department Impact Fees paid by other Development for the same System Improvements - to reimburse the Fee Payer for any credit in excess of City of Kuna Police Department Impact Fee that are due.

4. *Written Agreement Required.* If credit or reimbursement is due to the Fee Payer pursuant to this section, the City shall enter into a written agreement with the Fee Payer, negotiated in good faith, prior to the contribution, dedication, or funding of the City of Kuna Police Department System Improvements giving rise to the credit. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement, and shall have a term not exceeding ten (10) years.

5. The Administrator's determination on the written offer of request for credit shall be provided to the Fee Payer and the City.

12-3-8: - METHODOLOGY FOR THE CALCULATION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES:

A. *General Provisions:*

1. *Accounting Principles.* The calculation of the City of Kuna Police Department Impact Fee shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or Developers within the service area other than the Fee Payer.

2. *Levels of Service.* The City of Kuna Police Department Impact Fee shall be calculated on the basis of levels of service for City of Kuna Police Department Public Facilities adopted in this chapter that are applicable to existing Development as well as new growth and Development. The construction, improvement, expansion or enlargement of new or existing Public Facilities for which the City of Kuna Police Department Impact Fee is imposed must be attributable to the capacity demands generated by the new Development.

B. *Methodology; Proportionate Methodology*. The City of Kuna Police Department Impact Fee shall not exceed a proportionate share of the cost of the System Improvements determined in accordance with IC § 67-8207, as amended. City of Kuna Police Department Impact Fees shall be based on actual System Improvements Costs or reasonable estimates of such costs. The amount of the City of Kuna Police Department Impact Fee shall be calculated using the methodology contained in the City of Kuna Police Department Capital Improvements Plan.

C. *Proportionate Share Determination:*

1. City of Kuna Police Department Impact Fee shall be based on a reasonable and fair formula or method under which the City of Kuna Police Department Impact Fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the City in the provision of City of Kuna Police Department System Improvements to serve the new Development. The proportionate share is the costs attributable to the new Development after the City considers the following:

    a. Any appropriate credit, offset or contribution of money, dedication of land or construction of System Improvements;

    b. Payments reasonably anticipated to be made by or as a result of a new Development in the form of user fees and debt service payments;

    c. That portion of general tax or other revenues allocated by the City to System Improvements; and

    d. All other available sources of funding such System Improvements.

2. In determining the proportionate share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered by the City accounted for in the calculation of the City of Kuna Police Department Impact Fee:

    a. The costs of existing System Improvements within the Service area;

    b. The means by which existing System Improvements have been financed;

    c. The extent to which the new Development will contribute to System Improvements Costs through taxation, assessments, or developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions;

    d. The extent to which the new development is required to contribute to the cost of existing System Improvements in the future;

e. The extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area;

f. Extraordinary costs, if any, incurred in serving the new Development;

g. The time and price differential inherent in a fair comparison of fees paid at different times; and

h. The availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers and special taxation.

12-3-9: - EXTRAORDINARY IMPACTS:

A. The Administrator shall review and determine whether or not the Development application will impose Extraordinary Impact.

B. If the Administrator determines that a proposed Development generates Extraordinary Impact that will result in extraordinary Systems Improvements Costs, the Administrator will notify the Fee Payer of such City of Kuna Police Department Impact Fee determination within thirty (30) days after Administrator's receipt of the Development Application. Such notice shall include a statement that the potential impacts of such Development on System Improvements are not adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Fee Payer's expense will be required.

C. Circumstances that may lead to a determination of Extraordinary Impact include, but are not limited to: (a) an indication the assumptions used in the Capital Improvements Plan underestimate the level of activity or impact on City of Kuna Police Department Capital Facilities from the proposed Development or activity.

D. Within thirty (30) days following the designation of a Development with Extraordinary Impact, the Administrator shall meet with the Fee Payer to discuss whether the Fee Payer wants to: (a) pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development; (b) modify the proposal to avoid generating Extraordinary Impact; or (c) withdraw the application for certification, Building Permit or Development approval.

E. If the Fee Payer agrees to pay for the supplemental study required to document the proposed development's proportionate share of System Improvements Costs, then the Administrator and the Fee Payer shall jointly select an individual or organization acceptable to both to perform such study. The Fee Payer shall enter into a written agreement with such individual or organization to pay the costs of such study. Such

agreement shall require the supplemental study to be completed within thirty (30) days of such written agreement, unless the Fee Payer agrees to a longer time.

F. Once the study has been completed, the Fee Payer may choose to: (a) pay the proportionate share of System Improvements Costs documented by the supplemental study; or (b) modify the proposed Development to reduce such costs; or (c) withdraw the application. If the Fee Payer agrees to pay the System Improvements Costs documented in the supplemental study, that agreement shall be reduced to writing between the City and the Fee Payer prior to review and consideration of any application for any Development approval or Building Permit related to the proposed Development.

G. Notwithstanding any agreement by the Fee Payer to pay the proportionate share of System Improvements Costs documented by the supplemental study, nothing in this ordinance shall obligate the City to approve Development that results in an Extraordinary Impact to the City.

12-3-10: - FEE PAYER REFUNDS:

A. *Duty to Refund:*

1. City of Kuna Police Department Impact Fee shall be refunded to the Fee Payer, or to a successor in interest, in the following circumstances:

   a. Service is available but never provided;

   b. A Building Permit, or permit for installation of a manufactured home, is denied by the City or abandoned;

   c. The Fee Payer pays a City of Kuna Police Department Impact Fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the City was entitled to receive;

   d. The City has collected a City of Kuna Police Department Impact Fee and the City has failed to Appropriate or expend the collected fees pursuant to section below; or

   e. Failure of the City to commence construction or encumber the fund in the City of Kuna Police Department Impact Fee Capital Projects Trust Fund.

2. Any City of Kuna Police Department Impact Fee paid shall be refunded if the City has failed to commence construction of System Improvements in accordance with this chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the

City. Any refund due shall be paid to the owner of record of the parcel for which the City of Kuna Police Department Impact Fee was paid. The City may hold City of Kuna Police Department Impact Fees for longer than eight (8) years if the City identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the City complies with the previous sentence, then any City of Kuna Police Department Impact Fees so identified shall be refunded to the Fee Payer if the City has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.

3. *No Refund Due for Subsequent Reduction in Size of Development or Service Units*. After a City of Kuna Police Department Impact Fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued by the City, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in IC § 28-22-104 from the date on which the fee was originally paid.

5. *Timing.* The City shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the City shall send the refund to the owner of record within ninety (90) days after the City determines that a refund is due.

12-3-10: - ESTABLISHMENT OF CITY OF KUNA POLICE DEPARTMENT DEVELOPMENT IMPACT FEE CAPITAL TRUST FUND AND ACCOUNTS:

A. *Trust Fund Established:*

1. The *City of Kuna Police Department Development Impact Fee Capital Trust Fund* (the "Trust Fund") is hereby established as a custodial holding fund of the City into which are deposited, maintained and expended City of Kuna Police Department Impact Fees which were collected pursuant to this Chapter.

2. *Trust Fund not City Funds.* Funds, which are part of and accounted for by the City as accounts of the Trust Fund are not City funds and not a part of the City's budget or the financial statement of City funds but are held in trust in accordance

with the terms and conditions of this Chapter and subject to appropriation and expenditure by the City as provided by this Section.

3. *Trust Fund Administration.* The City Treasurer administers the Trust Fund in accordance with the following:

   a. The Trust Fund shall be divided into separate accounts, one for each City of Kuna Police Department Impact Fee collected.

   b. Each separate account shall be designated by the last two digits of the year, month and date the Fee was collected, the name of the Fee Payer and county assessor parcel number (i.e. 18/5/1- Smith - Ada Parcel No _____).

   c. Each separate account shall be additionally designated, in the event it was paid under protest (i.e. UP) or is the subject of a claim for refund or reimbursement (i.e. CR).

   d. All funds in all accounts in the Trust Fund shall be maintained in an interest-bearing account. The interest earned on each Account pursuant to IC § 67-8210(1) shall not be governed by IC § 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of funds as the City of Kuna Police Department Impact Fees on which the interest is generated.

   e. *First-in/First-out.* All funds in each account shall be spent in the order collected, on a first-in/first-out basis.

   f. Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each City of Kuna Police Department Impact Fee Account showing the source and amount of all funds collected and the projects that were funded.

4. *Expenditures from the Trust Fund.* The expenditure of City of Kuna Police Department Impact Fees collected and deposited to the Trust Fund shall be subject to approval by the City Council and made in accordance with the following:

   a. Accounts which are the subject of a Fee Payer protest or a claim for refund or reimbursement, or Accounts in which the payment was based upon miscalculation shall not be expended until resolution of the protest, claim, or miscalculation. Expenditures shall thereafter be made in accordance with the final action on the protest, claim, or miscalculation.

b. Accounts are subject to a refund in the event the City fails to commence construction of System Improvements in accordance with the Ordinance, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the City. The City may hold City of Kuna Police Department Impact Fees for longer than eight (8) years if the City identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the City complies with the previous sentence, then any City of Kuna Police Department Impact Fees so identified shall be refunded to the Fee Payer if the City has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.

(1) Any refund due from these accounts shall be paid to the then owner of record of the parcel for which the City of Kuna Police Department Impact Fee was paid.

c. In accordance with the First-In/First-Out basis, above stated, expenditures shall be made from accounts in payment to the City for Systems Improvements Costs incurred by the City for the category of System Improvements within or for the benefit of the Service Area within the City which were Capital Improvements Costs to create additional improvements to serve new growth.

d. For each account a surcharge shall be imposed for the collection of City of Kuna Police Department Impact Fees, as identified in the Capital Improvements Plan, which surcharge does not exceed the Development's Proportionate Share of the cost of preparing the Capital Improvements Plan.

12-3-11: - EXPENDITURE AND BUDGET PROCESS CITY OF KUNA POLICE DEPARTMENT IMPACT FEES:

A. Expenditures of City of Kuna Police Department Impact Fees collected and deposited in the Trust Fund shall be made only for System Improvements within the Service Area for which the Impact Fee was collected in accordance with the Capital Improvements Plan.

B. *Capital Improvements Plan Reimbursement; Surcharge.* A portion of each Impact Fee collected shall be designated as a surcharge for reimbursement of the City for the cost of preparing the Capital Improvements Plan in accordance with IC § 67-8208. The

surcharge shall not exceed the Development's proportionate share of the cost of preparing the Capital Improvements Plan.

C. In the event the City intends to commence construction of System Improvements which are the subject of the Capital Improvements Plan and this Chapter and the City intends to use funds held in the Trust Fund to pay System Improvements Costs, it shall include in the fiscal year budget, as a separated income line item and expense appropriation, the anticipated amount of Trust Funds intended to be used for such construction.

12-3-12: - APPEALS, PROTEST AND MEDIATION:

A. *Appeals.* Any Fee Payer that is or may be obligated to pay a City of Kuna Police Department Impact Fee, or that claims a right to receive a refund, reimbursement, exemption or credit under this chapter, and who is dissatisfied with a decision made either by the Administrator in applying this chapter, may appeal such to the City Council.

B. The Fee Payer shall have the burden on appeal of proving by clear and convincing evidence that the decision was in error.

C. In order to pursue the appeal described in this subsection, the Fee Payer shall file a written notice of the appeal with the City within thirty (30) days after the date of the Administrator's decision, or the date on which the Fee Payer submitted a payment of the City of Kuna Police Department Impact Fee under protest, whichever is later. Such written application shall include a statement describing why the Fee Payer believes that the appealed decision was in error, together with copies of any documents that the Fee Payer believes support the claim.

D. The City Council shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The Fee Payer shall have a right to be present and to present evidence in support of the appeal. The Administrator who made the decision under appeal or his or her representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the City Council in considering the appeal shall be whether: (a) the decision or interpretation made by Administrator; or (b) the alternative decision or interpretation offered by the Fee Payer, more accurately reflects the intent of this chapter that new development in the City pay its proportionate share of the costs of system improvements to City of Kuna Police Department facilities necessary to serve new development and whether the chapter has been correctly applied. The City Council shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

F. *Payment Under Protest.* A Fee Payer may pay a City of Kuna Police Department Impact Fee under protest in order not to delay in the issuance of a Building Permit by the City. A Fee Payer making a payment under protest shall not be estopped from

exercising the right to appeal provided herein, nor shall such Fee Payer be estopped from receiving a refund of any amount deemed to have been illegally collected.

G. *Mediation:*

1. Any Fee Payer that has a disagreement with the Administrator regarding a City of Kuna Police Department Impact Fee Determination that is or may be due for a proposed Development pursuant to this chapter, may enter into a voluntary agreement with the City to subject the disagreement to mediation by a qualified independent party acceptable to both the Fee Payer and the City.

2. Mediation may take place at any time following the filing of a timely appeal pursuant to section 12-3-12(C), or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to section 12-3-12(C).

3. Participation in mediation does not preclude the Fee Payer from pursuing other remedies provided for in this section.

4. If mediation is requested, any related mediation costs shall be shared equally by the Fee Payer and the City and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.

5. In the event that mediation does not resolve the issues between the City and the Fee Payer, the Fee Payer retains all rights to seek relief from a court of competent jurisdiction.

12-3-13: - PERIODIC REVIEWS:

A. *Review and Modification of Capital Improvements Plan*. Unless the City Council deems some other period is appropriate, the City Council shall, at least once every five (5) years, commencing from the date of the original adoption of the Capital Improvements Plan, review the Development potential and update the Capital Improvements Plan and in accordance with the procedures set forth in IC § 67-8206, as amended. Each update shall be prepared by the Administrator in consultation with the City of Kuna Police Department Development Impact Fee Advisory Committee.

B. *Annual review*. The City shall annually adopt a capital budget.

12-3-14: - AUDIT:

As part of its annual audit process, the City shall prepare an annual report: (a) describing the amount of all City of Kuna Police Department Impact Fees collected, appropriated or spent

during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the City of Kuna Police Department Impact Fees collected, appropriated or spent for System Improvements during the preceding year by Systems Improvements category of City of Kuna Police Department Capital Facilities.

12-3-15: - CITY OF KUNA POLICE DEPARTMENT DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE:

A. *Committee Created.* A standing committee of the City Council of the City is established.

B. *Committee Name.* The Standing Committee is known and shall continue to be known and designated as the "*City of Kuna Police Department Development Impact Fee Advisory Standing Committee*" [hereinafter in this chapter referred also as "Advisory Committee" or "Committee"].

C. *Membership.* The Advisory Committee established during the preparation of the Capital Improvements Plan shall continue in existence and the members on the Committee shall be appointed by the City Council of the City of Kuna for a term of 1 year or until someone is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of the City of Kuna.

1. The members will be appointed during the January regular meeting of the City Council.

2. Any vacancy on the Committee, during the year, shall be filled by appointment by the City Council.

D. *Charge.* The Advisory Committee shall serve as an advisory committee to the City Council and is charged in relation to this Chapter with the following responsibilities:

1. Assist the City in adopting land use assumptions; and

2. Review the Capital Improvements Plan; and

3. Propose amendments, and file written comments; and

4. Monitor and evaluate implementation of the Capital Improvements Plan; and

5. File with the Administrator and the City Clerk, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the City of Kuna Police Department Impact Fees; and

6. Advise the City Council of the need to update or revise land use assumptions, Capital Improvements Plan and City of Kuna Police Department Development Impact Fees; and

7. The City shall make available to the Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.

E. *Advisory Committee Organization*. The Administrator, shall staff the Advisory Committee in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].

1. The Advisory Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.

2. The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.

3. The Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.

4. The Committee shall establish a regular meeting schedule.

5. The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City Council.

6. Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

7. A majority vote of those present at any meeting is sufficient to carry motions.

F. *Reporting*. The Advisory Committee reports directly to the City Council.

G. *City Council Review of Committee's Reports and Recommendations*. The City Council shall consider the Advisory Committee's recommended revision(s) at least once every twelve (12) months. The Advisory Committee's recommendations and the City Council's actions are intended to ensure that the benefits to a Development paying City of Kuna Police Department Impact Fees are equitable, so the City of Kuna Police Department Impact Fee charged to the Development shall not exceed a

Proportionate Share of System Improvements Costs, and that the procedures for administering City of Kuna Police Department Impact Fees remain efficient.

12-3-16: - ENFORCEMENT AND COLLECTION:

A. When any City of Kuna Police Department Impact Fee is due pursuant to this chapter, or pursuant to the terms of any written agreement between a Fee Payer and the City, and such City of Kuna Police Department Impact Fee has not been paid in a timely manner, the Administrator on behalf of the City, may exercise any or all of the following powers as applicable to their authority, in any combination, to enforce the collection of the City of Kuna Police Department Impact Fee:

1. Withhold Building Permits, manufactured home installation permits, or other City Development Approval related to the Development for which the City of Kuna Police Department Impact Fee is due until all City of Kuna Police Department Impact Fees due have been paid, and issue stop work orders, and revoke or suspend a Building Permit.

2. Withhold utility services from the Development for which the City of Kuna Police Department Impact Fee is due until all City of Kuna Police Department Impact Fees due have been paid; and

3. Add interest to the City of Kuna Police Department Impact Fee not paid in full at the legal rate provided for in IC § 28-22-104, as amended, plus five percent (5%) beginning on the date at which the payment of the City of Kuna Police Department Impact Fee was due until paid in full.

4. Impose a penalty of five percent (5%) of the total City of Kuna Police Department Impact Fee (not merely the portion dishonored, late or not paid in full) per month beginning on the date at which the payment of the City of Kuna Police Department Impact Fee was due until paid in full.

5. Impose a lien pursuant to the authority of IC § 67-8213(4) for failure to timely pay a City of Kuna Police Department Impact Fee following the procedures contained in Idaho Code Title 45, Chapter 5.

12-3-17: - MISCELLANEOUS PROVISIONS:

A. Nothing in this chapter shall prevent the City from requiring a Developer to construct reasonable Project Improvements, as are required by the City codes and other applicable State of Idaho and/or Federal standards or rules to the Development.

B. Nothing in this chapter shall be construed to prevent or prohibit private agreements between property owners or developers, the Idaho Transportation Department and governmental entities in regard to the construction or installation of System

Improvements or providing for credits or reimbursements for System Improvements Costs incurred by a Developer including inter-project transfers of credits or providing for reimbursement for Project Improvements which are used or shared by more than one (1) Development project.

C. Nothing in this chapter shall obligate the City to approve Development which results in an Extraordinary Impact.

D. Nothing in this chapter shall obligate the City to approve any Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in this chapter.

E. Nothing in this chapter shall be construed to create any additional right to develop real property or diminish the City in regulating the orderly development of real property within its boundaries.

F. Nothing in this chapter shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.

G. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of Project or System Improvements Costs required as a result of such voluntary annexation.

H. The City shall develop a plan for alternative sources of revenue, which shall include but not necessarily be limited to plans generated during the City's annual budget process, lobbying efforts, tax increment financing, and implementation of user fees, administrative and regulatory fees and other forms of revenue.

I. Notwithstanding any other provision of this chapter, that portion of a Project for which a complete application for a Building Permit has been received by the City, prior to the effective date of this chapter, shall not be subject to the City of Kuna Police Department Impact Fee imposed by this chapter. If the resulting Building Permit is later revised or replaced after the effective date of the ordinance codified in this chapter, and the new Building Permit(s) reflects a development density, intensity, development size or number of units more than ten percent (10%) higher than that reflected in the original Building Permit, then the City of Kuna Police Department Impact Fee may be charged on the difference in density, intensity, development size or number of units between the original and the revised or replacement Building Permit.

J. Any monies, including any accrued interest not assigned to specific System Improvements within such Capital Improvements Plan and not expended pursuant

to section 12-3-11 or refunded pursuant to section 12-3-10 shall be retained in the same account until the next City fiscal year.

K. If the City discovers an error in the Capital Improvements Plan that results in assessment or payment of more than a proportionate share of System Improvements Costs on any proposed Development, the Administrator shall: (a) adjust the City of Kuna Police Department Impact Fee to collect no more than a proportionate share; or (b) discontinue the collection of any City of Kuna Police Department Impact Fees until the error is corrected by ordinance.

L. If City of Kuna Police Department Impact Fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Fee Payer shall be refunded by the City within thirty (30) days after the City's acceptance of the recalculated amount, with interest at the legal rate provided for in IC § 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the Fee Payer shall be paid to the City within thirty (30) days after the City Administrator's acceptance of the recalculated amount, with interest at the legal rate provided for in IC § 28-22-104 from the date on which the fee was paid. In the case of an underpayment to the City, the Administrator may request the City Building Inspector and the City Building Inspector may withhold issuance of the Building Permits or Development Approval for the project for which the City of Kuna Police Department Impact Fee was paid until such underpayment is corrected, and if amounts owed to the City are not paid within such thirty-day period, the Administrator may also ask the City Building Inspector to and the City Building Inspector may revoke any Building Permits or Development Approval issued in reliance on the previous payment of such City of Kuna Police Department Impact Fee and refund such fee to the Fee Payer.

12-3-18: - PUNISHMENT:

Any person who violates any provision of this chapter shall be guilty of a misdemeanor, punishable by up to one (1) year in the county jail, and/or a one thousand dollar ($1,000.00) fine, or both. Knowingly furnishing false information to the Administrator or any official of the City charged with the administration of this chapter, including without limitation, the furnishing of false information regarding the expected size, use or impacts from a proposed Development, shall be a violation of this chapter.

12-3-19: - CONSTRUCTION OF INTENT:

All provisions, terms, phrases and expressions contained in this chapter shall be liberally construed in order that the true intent and meaning of the Act and the City Council may be fully carried out.

SECTION 2: DATE OF EFFECT AND PUBLICATION

2.1 This Ordinance, as required by Idaho Code Section 67-8206(6), shall be in full force and effect on the 30th day following its passage and approval; and shall be published in full or by summary as provided in Idaho Code sections 50-901 and 50-901A within one month of its passage and approval all according to law.

PASSED BY THE CITY COUNCIL of the City of Kuna, Ada County, State of Idaho, this 7th day of May, 2019.

APPROVED BY THE MAYOR of the City of Kuna, Idaho, this 7th day of May, 2019.

CITY OF KUNA

_____

Joe Stear, *Mayor*

ATTEST:

_____

Chris Engels, *City Clerk*

DRAFT REPORT

September 12, 2018

City of Kuna Police Department Impact Fee Study and Capital Improvement Plan

Prepared By

Galena Consulting
Anne Wescott
1925 North Montclair Drive
Boise, ID 83702

Section I.
Introduction

This report regarding impact fees for the Kuna Police Department is organized into the following sections:

- An overview of the report's background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

Background and Objectives

The Kuna Police Department hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the Department's demographic data and infrastructure costs before credit adjustment; calculates the Department's monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as "... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development."[1]

Purpose of impact fees. The Impact Fee Act includes the legislative finding that "... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho."[2]

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.[3] Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;[4]

- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;[5]

- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;[6]

- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.[7]

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);[8]

- Identification of all existing public facilities;

- Determination of a standardized measure (or service unit) of consumption of public facilities;

- Identification of the current level of service that existing public facilities provide;

- Identification of the deficiencies in the existing public facilities;

- Forecast of residential and nonresidential growth;[9]

- Identification of the growth-related portion of the Department's Capital Improvement Plan;[10]

- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;[11]

- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;[12]

- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;[13] and

- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.[14]

How should fees be calculated? State law requires the City of Kuna to implement the Capital Improvement Plan methodology to calculate impact fees. The City can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the City to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.[15] Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.[17] Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a "proportionate share" of the cost of public facilities to serve that new growth. "Proportionate share" is defined as ". . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project."[19] Practically, this concept requires the Department to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are "earmarked" to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be "reasonable and fair." Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the Department to growth-related system improvements; and
- All other available sources of funding such system improvements.[20]

Through data analysis and interviews with the Department, Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2018 to 2028. This is consistent with the Impact Fee Act.[21] Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is "a standard measure of consumption, use, generation or discharge attributable to an individual unit[22] of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement."[23] The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.[24]

- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a "conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial."[25] In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to ". . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years."[26] The impact fee study team recommends a 10-year time period based on the Department's best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.[27] Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.[28] The total cost of improvements over the 10 years is referred to as the "CIP Value" throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the Department includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the Department to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the Kuna Police Department?** This includes the number of residents as well as residential and nonresidential land uses.

2. **What is the current level of service provided by the Kuna Police Department?** Since an important purpose of impact fees is to help the Department *achieve* its planned level of service[29], it is necessary to know the levels of service it is currently providing to the community.

3. **What current assets allow the Kuna Police Department to provide this level of service?** This provides a current inventory of assets used by the Department, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the Department's current assets.

4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the Department's current assets' total value is needed to serve current residential households and nonresidential square feet?

5. **What future growth is expected in the City of Kuna?** How many new residential households and nonresidential square footage will the Department serve over the CIP period?

6. **What new infrastructure is required to serve future growth?** For example, how much station square footage will be needed by the Kuna Police Department within the next ten years to accommodate the number of officers necessary to achieve the planned level of service of the Department?[30]

7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the Department. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the Department. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

"GRUM" Analysis

In the Department, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the Department invests in capital projects, the study team conducted a "GRUM" analysis on all projects listed in each CIP:

- **Growth.** The "G" in GRUM stands for growth. To determine if a project is solely related to growth, we ask "Is this project designed to maintain the current level of service as growth occurs?" and "Would the Department still need this capital project if it weren't growing at all?" "G" projects are only necessary to maintain the Department's current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.

- **Repair & Replacement.** The "R" in GRUM stands for repair and replacement. We ask, "Is this project related only to fixing existing infrastructure?" and "Would the Department still need it if it weren't growing at all?" "R" projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

- **Upgrade.** The "U" in GRUM stands for upgrade. We ask, "Would this project improve the Department's current level of service?" and "Would the Department still do it even if it weren't growing at all?" "U" projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

- **Mixed.** The "M" in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. "M" projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be "mixed," with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The Department will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section III of this report.

---

[1] *See* Section 67-8203(9), Idaho Code. "System improvements" are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. *See* Sections 67-8203(3), (24) and (28), Idaho Code.

[2] *See* Section 67-8202, Idaho Code.

[3] As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of "rough proportionality." Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. *See Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. Department of Tigard*, 512 U.S. 374 (1994).

[4] *See* Sections 67-8202(4) and 67-8203(29), Idaho Code.

[5] *See* Section 67-8210(4), Idaho Code.

[6] *See* Sections 67-8204(1) and 67-8207, Idaho Code.

[7] *See* Section 67-8210(1), Idaho Code

[8]

See Section 67-8205, Idaho Code.

9 *See* Section 67-8206(2), Idaho Code.

10 *See* Section 67-8208, Idaho Code.

11 *See* Section 67-8207, Idaho Code.

12 *See* Sections 67-8209 and 67-8210, Idaho Code.

13 *See* Section 67-8208, Idaho Code.

14 *See* Sections 67-8204 and 67-8206, Idaho Code.

15 As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the Department's current level of service by quantifying the Department's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

17 *See* Section 67-8208, Idaho Code.

19 *See* Section 67-8203(23), Idaho Code.

20 *See* Section 67-8207, Idaho Code.

21 The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. *See* Sections 67-8204(16), 67-8208(1(f) and 67-8208(1)(g), Idaho Code.

22 *See* Section 67-8203(27), Idaho Code.

23 *See* Section 67-8203(27), Idaho Code.

24 The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

25 *See* Section 67-8208(1)(e), Idaho Code.

26 *See* Section 67-8208(1)(h).

27 This assumes the planned levels of service do not exceed the current levels of service.

28 The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. *See* Sections 67- 8203(28) and 50-1703, Idaho Code.

29 This assumes that the planned level of service does not exceed the current level of service.

30 This assumes the planned level of service does not exceed the current level of service.

Section II.
Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2018 through 2028 for the Department. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Kuna, regional real estate market reports, interviews with developers and recommendations from Department Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the Department's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The following Exhibit II-1 presents the current and estimated future population for the Department.

Exhibit II-1.
Current and Future Population - Kuna Police Department

	2018	2028	Net Increase	Percent Increase
Population	24,000	40,000	16,000	67%

Over the next ten years, COMPASS models indicate the Department to grow by approximately 16,000 people, or at an annual growth rate of 6.7 percent. Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the Department.

Exhibit II-2.
Current and Future Land Uses, Kuna Police Department

	2018	2028	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	24,000	40,000	16,000		
Residential (in units)	7,500	12,500	5,000	10,000,000	92%
Nonresidential (in square feet)	400,000	1,250,000	850,000	850,000	8%
Total				10,850,000	100%

As shown above, the Kuna Police Department is expected to grow by approximately 5,000 residential units and 850,000 nonresidential square feet over the next ten years. Ninety-two percent of this growth is attributable to residential land uses, while the remaining eight percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the Department.

Section III.
Impact Fee Calculation

In this section, we calculate impact fees for the Kuna Police Department according to the seven - question method outlined in Section I of this report.

1. **Who is currently served by the Kuna Police Department?**

As shown in Exhibit II-2, the Department currently serves 7,500 residential units and approximately 400,000 square feet of nonresidential land use.

2. **What is the current level of service provided by the Kuna Police Department?**

The Kuna Police Department provides a level of service of .72 officers per 1,000 population. As the population of the Department grows, additional infrastructure and equipment will be needed to sustain this level of service.

3. **What current assets allow the Kuna Police Department to provide this level of service?**

The following Exhibit III-1 displays the current assets of the Kuna Police Department.

Exhibit III-1.
Current Assets – Kuna Police Department

Type of Capital Asset		Replacement Value
Facilities		
Police Station - 2,700 sf	$	810,000
Total Assets	$	810,000
Plus Cost of Fee-Related Research		
Impact Fee Study	$	6,000
Grand Total	**$**	**816,000**

As shown above, the Department currently owns approximately $816,000 of eligible current assets. These assets are used to provide the Department's current level of service.

4. **What is the current investment per residential unit and nonresidential square foot?**

The Kuna Police Department has already invested $106 per residential unit and $0.05 per nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the Department's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. **What future growth is expected in the City of Kuna?**

As shown in Exhibit II-2, the City of Kuna is expected to grow by approximately 5,000 residential units and 850,000 square feet of nonresidential land use over the next ten years.

6. **What new infrastructure is required to serve future growth?**

The following Exhibit III-2 displays the capital improvements planned for purchase by theKuna Police Department over the next ten years.

Exhibit III-2.
Kuna Police Department CIP 2019 to 2028

Type of Capital Infrastructure	Square Feet	CIP Value	*times*	Growth Portion	*equals*	Amount to Include in Fees	Amount from Other Sources
Facilities							
Police Facility - current staffing level 17 officers	3,450	$690,000		0%		$0	$690,000
Police Facility - increase in service level 11 officers	2,250	$450,000		0%		$0	$450,000
Police Facility - growth related 12 officers	2,400	$480,000		100%		$480,000	$0
Total Infrastructure		$1,620,000				$480,000	$1,140,000
Plus Cost of Fee-Related Research							
Impact Fee Study		$6,000		100%		$6,000	
Grand Total		**$1,626,000**				**$486,000**	

As shown above, the Department plans to purchase approximately $1.6 million in capital improvements over the next ten years, $480,000 of which is impact fee eligible.

In order to continue the current level of service over the next 10 years, the City will need to hire 12 additional officers and related staff to meet the current service level of .72 officers per 1,000. Based on the current ratio of station square footage per officer, housing these growth-related officers will require approximately 2,400 additional square feet.

The City has communicated its intention to increase the level of police service to 1.0 officers per 1,000 population, which would require an additional 11 officers over and above the 12 additional growth-related officers. Housing these 11 officers and related staff would require 2,250 square feet, none of which is impact fee eligible as it is related to an increase in the level of service. The City will have to allocate funds from other revenue sources to pay for this expense.

In anticipation of the need to house these additional 23 officers within the next 10 years, the Police Department is in discussions with the Kuna School District to potentially build a new police station, co-located with District offices. Doing so would require housing the City's existing 17 officers and related staff, as well as accommodating for future capacity beyond 2028 or additional space needs. These needs would require approximately 3,450 square feet.

Total space needs to accommodate the growing Kuna Police Department over the next 10 years equal approximately 7,000 square feet. At a conservatively estimated cost of $200 per square foot, this facility would cost $1,620,000. The City is not obligated to build a 7,000 square foot facility. It may choose to accommodate each of the three space needs – replacement, increased level of service, and growth – in different ways. Only $480,000 of any facility may be funded with impact fees.

7. **What impact fee is required to pay for the new capital improvements?**

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Kuna Police Department.

Exhibit III-3.
DRAFT Impact Fee Calculation, Kuna Police Department

Amount to Include in Impact Fee Calculation		$486,000
Percentage of Future Growth		
Residential		92%
Non Residential		8%
Amount Attributable to Future Growth		
Residential	$	447,926
Non Residential	$	38,074
Future Growth 2017-2026		
Residential (per unit)		5,000
Non Residential (per square foot)		850,000
Impact Fee		
Residential (per unit)	$	90
Non Residential (per square foot)	$	0.04

As shown above, we have calculated impact fees for the Kuna Police Department at $90 per residential unit and $0.04 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the Department have already invested $106 per residential unit and $0.05 per nonresidential square foot in the capital inventory necessary to provide today's level of service.

The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

Because not all the capital improvements listed in the CIP are 100 percent growth-related, the Department would assume the responsibility of paying for those capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The Department can choose not to fund these capital improvements.

Section IV.
Fee Analysis and Administrative Recommendations

A comparison of the calculated Police impact fee to Police impact fees being assessed by Meridian, Caldwell, Boise and Nampa is provided in Exhibit IV-1:

Exhibit IV-1.
DRAFT Impact Fee Comparison - Police

FOR DISCUSSION PURPOSES ONLY

	City of Kuna	City of Meridian	City of Caldwell	City of Boise	City of Nampa	City of Star	City of Middleton	City of Eagle
Police	DRAFT	being updated			DRAFT			
per Residential Unit	$ 90	$ 136	$ 97	$ 237	$ 359	$ -	$ -	$ -
per Non-Residential sf	$ 0.04	$ 0.07	$ 0.02	$ 0.20	$ 0	$ -	$ -	$ -

The calculated impact fee for the Kuna Police Department is lower than all Police impact fees currently being assessed in Ada or Canyon counties.

Each of the comparison cities also assesses fire and parks impact fees. A comparison of the City of Kuna's fire and parks fees to fire and parks fees of these other jurisdictions is provided in Exhibit IV-2:

Exhibit IV-2.
DRAFT Impact Fee Comparison – Fire and Parks

FOR DISCUSSION PURPOSES ONLY

	City of Kuna	City of Meridian	City of Caldwell	City of Boise	City of Nampa	City of Star	City of Middleton	City of Eagle
Police	DRAFT	being updated			DRAFT			
per Residential Unit	$ 90	$ 136	$ 97	$ 237	$ 359	$ -	$ -	$ -
per Non-Residential sf	$ 0.04	$ 0.07	$ 0.02	$ 0.20	$ 0	$ -	$ -	$ -
Fire								
per Residential Unit	$ 701	$ 681	update	$ 511	$ 560	$ 809	$ 819	$ 677
per Non-Residential sf	$ 0.35	$ 0.35	in progress	$ 0.27	$ 0.31	$ 0.38	$ 0.41	$ 0.29
Parks								
per residential unit	$ 983	$ 1,081	$ 805	$ 1,390	$ 1,688	$ 2,050	$ 1,963	$ 1,333
TOTAL								
per Residential Unit	$ 1,774	$ 1,898	$ 902	$ 2,138	$ 2,607	$ 2,859	$ 2,782	$ 2,010
per Non-Residential sf	$ 0.39	$ 0.42	$ 0.02	$ 0.47	$ 0.52	$ 0.38	$ 0.41	$ 0.29

Some communities express concern that impact fees will stifle growth. Empirical data indicates this is not the case. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

On the positive side, an impact fee program will enable the Department to plan for growth without decreasing its service levels which can decrease buyer satisfaction. It will also allow the Department to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

Implementation Recommendations

The following implementation recommendations should be considered:

Capital Improvements Plan. The City should formally adopt this Capital Improvement Plan subject to the procedures of the Local Land Use Planning Act (LLUPA).

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, the City should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise City and Department staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the Department assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the Department receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the Department's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the Department will either credit the donor or reimburse the donor for that portion of the impact fee.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.[37] This prevents "double dipping" by the Department.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the Department aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.[38]

Impact fee accounting. The Department should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The Department should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed,* impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected *to partially replace existing capacity and to partially serve new growth,* cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The Department is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the Department invests in additional infrastructure beyond what is listed in this report, and/or as the Department's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

---

[37] *See* Section 67-8209(3), Idaho Code.

[38] *See* Section 67-8209(4), Idaho Code

NOTICE AND PUBLISHED SUMMARY
CITY OF KUNA ORDINANCE NO. 2019-11

CITY OF KUNA POLICE DEPARTMENT DEVELOPMENT IMPACT FEES

[PURSUANT TO I.C. § 50-901(A)]

Ordinance No. 2019-11 was considered by the City Council of the City of Kuna, Ada County, Idaho, and passed at its regularly scheduled Council Meeting on the 7th day of May, 2019. Said ordinance amended Title 12 of the Kuna City Code by the addition of a new Chapter 3, **providing for:**

- POLICE DEPARTMENT DEVELOPMENT IMPACT FEES;
- SHORT TITLE APPLICABILITY, FINDINGS AND PURPOSE;
- DEFINITIONS;
- IMPOSITION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEE;
- COLLECTION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;
- EXEMPTIONS;
- INDIVIDUAL ASSESSMENT PROCESS;
- DEVELOPER CREDITS AND REIMBURSEMENTS;
- METHODOLOGY FOR CALCULATION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;
- EXTRAORDINARY IMPACTS;
- FEE PAYER REFUNDS;
- ESTABLISHMENT OF A CITY OF KUNA POLICE DEPARTMENT IMPACT FEE CAPITAL TRUST FUND AND ACCOUNTS;
- USE, EXPENDITURE AND BUDGET PROCESS CITY OF KUNA POLICE DEPARTMENT IMPACT FEES;
- APPEALS, PROTEST AND MEDIATION;
- PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN;
- AUDIT REPORT AS A PART OF THE CITY ANNUAL AUDIT;
- THE CITY OF KUNA POLICE DEPARTMENT DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE;
- ENFORCEMENT AND COLLECTION;
- MISCELLANEOUS PROVISIONS;
- PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE;
- CONSTRUCTION OF ORDINANCE INTENT; and
- PROVIDING AN EFFECTIVE DATE AND PUBLICATION.

Declaring validity and providing that this ordinance shall be in full force and effect as required by Idaho Code Section 67-8206 (6), shall be in full force and effect on the 30th day following its passage and approval and publication shall occur within one month of its passage and approval.

Interested persons may view the full text of this ordinance which is available for inspection at City Hall, City of Kuna, 751 West 4th Street, Kuna, Idaho during business hours, Monday through Friday, from 9 a.m. to noon and 1 p.m. to 5 p.m., excepting holidays.

City of Kuna
Mayor and City Council

CITY OF KUNA

_____
Joe Stear, *Mayor*

ATTEST:

_____
Chris Engels, *City Clerk*

CITY OF KUNA

State of Idaho

Proclamation

2019 Kids to Parks Day

WHEREAS, May 18, 2019, is the ninth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waters; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW THEREFORE, I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby proclaim May 18, 2019, as Kids to Parks Day in the City of Kuna/Ada County, State of Idaho.

IN WITNESS WHEREOF,
I set my hand on this the 16th day of April
in the year of two thousand and nineteen.

_____

Joe L. Stear
Mayor of Kuna, Idaho

ADA COUNTY LANDFILL
ENVIRONMENTALLY ESSENTIAL

April 19, 2019

Mayor Joe Stear
Kuna City Council
751 W. 4th Street
Kuna Idaho 83634

RECEIVED
APR 22 2019
CITY OF KUNA

Greetings,

The Board of Ada County Commissioners, and Ada County Solid Waste Department, are seeking recommendations for appointment to the Ada County Solid Waste Advisory Committee. The person you choose will be representative of your municipality in all thing regarding Solid Waste Disposal, Special Wastes and Hazardous Wastes, Collections, Waste Diversion and Recycling. This Committee acts in an advisory capacity for the Board of County Commissioners, with each member bringing a unique perspective for your municipality. While this is a voting Committee, the members are not responsible for policy change and votes only reflect the Committee's recommendations to the Board.

Included in this letter are the Scope of Responsibilities for the Committee and the term requirements. Additionally the bylaws have been included so that you may understand fully what your designee will be responsible for.

Please feel free to contact myself, or Theresa Rademacher with any questions. The Solid Waste Department respectfully requests your formal nomination for the Board of County Commissioners No later than May 31, 2019.

Kurt Hunt

Director

Ada County Solid Waste

Ada County Solid Waste Advisory Committee

Scope of Responsibilities

March 2019

The Solid Waste Advisory Committee is designated as an advisory panel for the Board of County Commissioners regarding the disposal of solid waste and hazardous waste, including any diversion programs within Ada County. The Committee serves to review landfill programs, offer recommendations and advance ideas regarding, the landfill, the collections contract for unincorporated Ada County, and the implementation of any changes in these areas.

Terms- Members shall serve a term of two (2) years, or a one (1) year term. Appointments shall be subject to any applicable County term limit policies. The terms of appointment may be staggered. The term of a member of the SWAC starts on the date that the member is appointed. Members may be reappointed to serve succeeding terms. Seats are numbered. The initial terms will be as follows:

- Odd seated members will serve two year and even seated members will serve one year. When terms expires opposite terms will be assigned.

The Composition of the Ada County Solid Waste Advisory Committee is determined by the Board of County Commissioners and shall be as follows:

- A representative of incorporated municipalities. These representatives will be nominated by their Mayor and City Council for review by the Board of Ada County Commissioners. The municipalities for Ada County include:
    - Boise
        - Seat 6
    - Meridian
        - Seat 7
    - Star
        - Seat 8
    - Garden City
        - Seat 9
    - Kuna
        - Seat 10
    - Eagle
        - Seat 11
- Five citizen representatives of Ada County including:
    - Two citizen who reside within 3 miles of any perimeter of the Landfill
        - Seat 1
        - Seat 2
    - One representative citizens from each of the Commissioner Districts
        - To include at least one representative from unincorporated Ada County
            - Seat 3
            - Seat 4
            - Seat 5

First Amended Ada County Solid Waste Advisory Committee By-Laws

ARTICLE 1 – CREATION, LEGAL BASIS, PURPOSE

The Ada County Solid Waste Advisory Committee (hereinafter called the "SWAC") was established by the Board of Ada County Commissioners on August 12, 2014 via Resolution No. 1994.

The scope and charge of the SWAC shall be to:

A. Assist in the development of programs and policies concerning solid, hazardous, and special waste reduction, handling, and/or disposal.

B. Review and comment upon proposed programs, rules, policies, or ordinances dealing with solid, hazardous, and special waste reduction, handling, and/or disposal prior to their adoption by the Board of County Commissioners.

ARTICLE 2 – COMPOSITION

A. Members – The SWAC shall be composed of at least five (5) members. Members of the SWAC shall serve without compensation.

B. Appointment – Members shall be appointed by the Board of Ada County Commissioners. In selecting members, the Board of County Commissioners will appoint Ada County residents.

C. Terms – Members shall serve a term of two (2) years, or a one (1) year term. Appointments shall be subject to any applicable County term limit policies. The terms of appointment may be staggered. The term of a member of the SWAC starts on the date that the member is appointed. Members may be reappointed to serve succeeding terms. Seats are numbered. The initial terms will be as follows:

- Odd seated members will serve two years and even seated members will serve one year. When terms expire, opposite term will be assigned.

D. Chair – A majority of SWAC members shall elect one of its members as Chairman. The SWAC member so elected shall assume Chairman responsibilities/duties on the date of election. The Chairman shall serve a term of one (1) year and may be re-elected for succeeding terms, limited to two (2) terms. The Chairman shall preside at all meetings of the SWAC and act as liaison with the Board and designated staff of the Solid Waste Management Department.

E. Vice Chair – A majority of SWAC members shall elect one of its members as Vice Chairman. The term of the Vice Chair shall correspond to that of the term of the Chairman. The Vice Chair will assume the duties of Chair during his/her absence, disability, or disqualification.

F. Vacancies – Vacancies occurring for any reason other than expiration of term shall be filled by appointment by the Board of County Commissioners in the same manner as the original appointment. SWAC members appointed to fill vacancies shall serve the un-expired portion of the term.

G. Subcommittees – Subcommittees may be formed, as needed, for the purpose of exploring issues before the SWAC in more detail that regular SWAC meetings may allow. Standing or ad hoc subcommittees may be formed if a majority of SWAC members elect to do so. Subcommittee members shall be appointed by the SWAC Chairman from those SWAC members volunteering to serve on said subcommittees. Subcommittees shall report to the full SWAC at the regularly scheduled SWAC meetings.

H. Attendance – A SWAC member who misses two (2) consecutive regular SWAC meetings shall be contacted by the SWAC Chairman to ascertain the reason for non-attendance. The Chairman will report the findings to the SWAC at the next regular meeting. The SWAC may then vote to report the matter to the Board of County Commissioners. The Board of County Commissioners may dismiss the non-attending SWAC member and replace said member with a new appointee to fill the remainder of the term.

I. Reappointment – Reappointment of SWAC members to additional terms shall be at the discretion of the Board of County Commissioners.

ARTICLE 3 – STAFF

The Solid Waste Management Department shall, within budgetary and time constraints, provide the SWAC technical assistance, reports, data, maps, local ordinances, contracts, etc. needed for the SWAC to make informed and reliable recommendations to the Board of County Commissioners. Additionally, the Solid Waste Management Department will coordinate facilities for SWAC meetings and will prepare and distribute agendas. The Solid Waste Management Department will insure that at least one (1) staff member attends all SWAC meetings.

ARTICLE 4 – MEETINGS

A. Regular Meetings – It is anticipated that the SWAC will meet and conduct at least four (4) quorum-voting meetings per calendar year. These meetings shall be held on a quarterly basis and scheduled on the last Wednesday of the months of: January, April, July, and October.

B. Special Meetings – SWAC meetings shall be called when necessary as determined by the SWAC membership and/or as recommended by the Solid Waste Management Department.

C. Agendas – Agendas shall be prepared by staff, at the discretion of the SWAC Chairman, and distributed to the SWAC members at least ten (10) days in advance of any regularly scheduled meeting. In accordance with the Open Meeting Laws, agendas shall be made available to the public no later than forty-eight (48) hours prior to the meeting date. Items may be placed on the agenda by any member of the Committee.

D. Minutes – Solid Waste Management Department staff shall take minutes during SWAC meetings. Meeting minutes shall be approved at regularly scheduled SWAC meetings and said minutes shall be distributed to SWAC members by the Solid Waste Management Department staff within twenty (20) days of their approval. Solid Waste Management Department staff will ensure that the minutes are retained for a minimum of three (3) years.

E. Public Access – All SWAC meeting shall be open to the public. Provision shall be made for public comment at each meeting. Approved meeting minutes shall be available to the public on request.

F. Quorum – for the purpose of transaction of SWAC business, a quorum shall be a majority of appointed, confirmed members of the SWAC. Any member who has a personal interest or who personally stands to gain or lose financially by any issues before the Committee shall notify the Committee Chairman and abstain from voting on that issue, otherwise all members shall vote. All votes will be by roll call voice vote.

ARTICLE 5 – UPDATES AND RECOMMENDATIONS

A. The SWAC shall advise and make recommendations to the Board of County Commissioners on matters within the SWAC scope and charge. All recommendations shall first be presented to the Solid Waste Management Department Director prior to presentation to the Board of County Commissioners. Any recommendation made in the name of the SWAC shall be approved by a majority vote of the SWAC members present at the scheduled SWAC meeting where said recommendation was discussed.

B. The Chair for SWAC will provide updates to the BOCC during a scheduled meeting with Ada County Staff within thirty (30) days of the regular meeting.

ARTICLE 6 – AMENDMENTS

SWAC members can recommend amending these by-laws to the Board of Ada County Commissioners by a majority vote of SWAC members provided that any by-law amendment is listed as an agenda item at a regularly scheduled SWAC meeting.

ARTICLE 7 – RULES OF ORDER

The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern all meetings of the SWAC except when those rules are inconsistent with these by-laws or special rules of order adopted by the SWAC.

ARTICLE 8 – SEVERENCE CLAUSE

Should any portion of these by-laws be declared unconstitutional or otherwise contrary to law, such decision shall not affect the validity of the remaining portion of these by-laws.

ADOPTED by the Board of Ada County Commissioners on this 20th day of November, 2018.

Board of Ada County Commissioners

By: _____
David L. Case, Commissioner

By: _____
Jim Tibbs, Commissioner

By: _____
Rick Visser, Commissioner

ATTEST:

_____
Christopher D. Rich, Ada County Clerk

Fund	Account	Fund Name	Description	As of March	Budget	Budget % Remaining
1	4000	General	STATE LIQU0R DISTRIBUTION	76,884.00	177,760.00	43.25%
1	4001	General	SALES TAX REVENUE SHARE-STATE	393,526.87	703,633.37	55.93%
1	4100	General	PR0PERTY TAX REVENUE	1,580,132.12	2,653,922.00	59.54%
1	4110	General	PR0PERTY TAX INTEREST & PENALT	1,761.89	2,832.35	62.21%
1	4120	General	SALES TAX REVENUE SHARE-COUNTY	141,828.59	249,205.65	56.91%
1	4130	General	COUNTY FINE DISTRIBUTI0N	5,417.86	9,037.40	59.95%
1	4155	General	ADMINISTRATI0N SERVICES	165,471.22	132,639.28	124.75%
1	4170	General	FRANCHISE FEES	202,391.51	317,560.35	63.73%
1	4173	General	INTEREST REVENUE	28,873.48	3,904.00	739.59%
1	4180	General	LICENSES / BUSINESS	2,354.00	3,410.67	69.02%
1	4181	General	LICENSES / LIQU0R	2,812.50	6,343.75	44.33%
1	4182	General	LICENSES / BEER	1,550.00	2,489.73	62.26%
1	4183	General	LICENSES / WINE	1,200.00	2,078.13	57.74%
1	4184	General	LICENSES / D0GS	7,927.25	7,373.41	107.51%
1	4185	General	MISCELLANE0US INC0ME	2,080.79	1,300.00	160.06%
1	4190	General	PERMITS / CATERING	50.00	240.00	20.83%
1	4193	General	PERMITS / VEND0RS	398.25	1,443.21	27.59%
1	4195	General	RENTAL INCOME	6,515.00	11,045.75	58.98%
1	4197	General	RV DUMP REVENUE	755.43	1,684.99	44.83%
1	4358	General	DEVELOPMENT SUPPORT SERVICES	28,060.00	4,476.00	626.90%
1	4360	General	BUILDING PERMITS	443,939.77	640,890.28	69.27%
1	4361	General	PLUMBING PERMITS	81,888.92	130,626.73	62.69%
1	4362	General	ELECTRICAL PERMITS	88,640.54	141,452.89	62.66%
1	4391	General	IRES CHECK FEES	8,600.00	9,832.50	87.47%
1	4392	General	MECHANICAL PERMITS	50,274.26	81,861.80	61.41%
1	4950	General	CARRY 0VER	-	1,968,027.71	0.00%
1	5000	General	SAL. & WAGES-ELECTED OFFICIALS	44,049.84	92,925.00	47.40%
1	5005	General	SALARIES & WAGES - STAFF	537,611.34	1,214,574.30	44.26%
1	5009	General	SALARIES & WAGES - SEASONAL	25,463.54	57,120.96	44.58%
1	5800	General	OASDI - EMPLOYER	36,820.18	84,606.46	43.52%
1	5810	General	MEDICARE - EMPLOYER	8,611.35	19,786.99	43.52%
1	5820	General	GR0UP MEDICAL INSURANCE	76,471.05	163,145.35	46.87%
1	5830	General	GR0UP LIFE INSURANCE	395.43	926.43	42.68%
1	5840	General	PERSI EMPLOYER 401(a)	67,942.91	151,713.09	44.78%
1	5850	General	W0RKERS' C0MPENSATI0N INS.	5,739.78	23,029.76	24.92%
1	5860	General	GROUP DENTAL/VISION INSURANCE	6,644.49	15,183.15	43.76%
1	6000	General	LAW ENFORCEMENT SERVICES	1,103,074.68	2,206,149.35	50.00%
1	6005	General	ANIMAL CONTROL SERVICES	35,278.08	70,250.00	50.22%
1	6025	General	JANITORIAL	8,581.53	10,851.76	79.08%
1	6027	General	CODE ABATEMENT EXPENSE	-	750.00	0.00%
1	6045	General	C0NTINGENCY	64,808.33	1,678,242.71	3.86%
1	6052	General	CONTRACT SERVICES	15,396.84	24,590.93	62.61%
1	6070	General	D0NATI0NS EXPENSE	8,453.53	25,848.00	32.70%
1	6075	General	DUES & MEMBERSHIPS	34,916.24	49,644.12	70.33%
1	6085	General	ELECTI0N EXPENSES	-	750.00	0.00%
1	6125	General	LEGAL PUBLICATI0NS	3,936.98	12,600.00	31.25%
1	6130	General	LIABILITY & PR0PERTY INSURANCE	15,178.79	30,357.59	50.00%
1	6140	General	MAINT. & REPAIR BUILDING	3,547.39	25,399.73	13.97%
1	6142	General	MAINT. & REPAIR - EQUIPMENT	12,041.44	27,882.15	43.19%
1	6150	General	MAINTENANCE & REPAIRS - SYSTEM	19,749.78	61,700.00	32.01%
1	6155	General	MEETINGS/COMMITTEES	7,695.71	17,750.29	43.36%
1	6160	General	MISCELLANE0US EXPENSES	172.40	-	100.00%
1	6165	General	OFFICE SUPPLIES	5,330.35	16,914.00	31.51%
1	6175	General	SMALL TOOLS	9,580.12	23,594.60	40.60%
1	6188	General	SIGNAGE	-	3,450.00	0.00%
1	6190	General	P0STAGE & BILLING	7,537.87	12,750.91	59.12%
1	6202	General	PR0FESSI0NAL SERVICES	156,311.13	200,845.27	77.83%

Fund	Account	Fund Name	Description	As of March	Budget	Budget % Remaining
1	6203	General	PROSECUTORIAL SERVICES	27,785.85	55,570.00	50.00%
1	6211	General	RENT-BUILDINGS & LAND	1,191.00	2,082.00	57.20%
1	6212	General	RENT-EQUIPMENT	12,883.70	8,510.00	151.39%
1	6230	General	SAFETY TRAINING & EQUIPMENT	630.05	2,800.00	22.50%
1	6255	General	TELEPH0NE	7,833.66	16,108.01	48.63%
1	6265	General	TRAINING & SCH00LING	4,924.57	19,176.60	25.68%
1	6270	General	TRAVEL	1,918.98	5,245.00	36.59%
1	6280	General	UNEMPL0YMENT EXPENSES	4,305.60	6,086.37	70.74%
1	6285	General	UNIF0RMS	755.42	2,250.00	33.57%
1	6290	General	UTILITIES	54,305.15	136,869.50	39.68%
1	6300	General	FUEL	4,561.66	19,115.00	23.86%
1	6305	General	VEHICLE MAINTENANCE & REPAIRS	3,532.84	6,350.00	55.64%
1	6400	General	TRANSFERS OUT	636,500.00	631,500.00	100.79%
1	6500	General	CASH OVER/SHORT	(15.79)	12,788.27	-0.12%
1	6505	General	BANK FEES	11,308.05	17,288.30	65.41%
3	4173	Grant	INTEREST REVENUE	21.08	-	100.00%
3	4200	Grant	GRANT REVENUE	-	1,100,000.00	0.00%
3	4201	Grant	REVENUE- ENERGY FOR GROWTH	3,000.00	-	100.00%
3	4216	Grant	REV.- DOWNTOWN REVITALIZATION	536.62	-	100.00%
3	4221	Grant	REVENUE-MOVIES IN THE PARK	870.00	-	100.00%
3	4225	Grant	REVENUE - ART SHOWS	7,981.09	-	100.00%
3	4900	Grant	TRANSFERS IN	5,000.00	-	100.00%
3	4950	Grant	CARRY 0VER BALANCE	-	114,216.00	0.00%
3	6354	Grant	GRANT EXPENDITURES	-	1,214,216.00	0.00%
3	6355	Grant	EXPENDITURE-ENERGY FOR GROWTH	3,000.00	-	100.00%
3	6379	Grant	EXPENDITURES - ART SHOWS	5,243.09	-	100.00%
5	4173	Late Comers	INTEREST REVENUE	14,438.65	400.00	3609.66%
5	4504	Late Comers	WATER MAIN CAPACITY FEE	442,824.29	350,000.00	126.52%
5	4604	Late Comers	SEWER MAIN CAPACITY FEE	306,730.00	250,000.00	122.69%
5	4704	Late Comers	PRESSURE IRRIG CAPACITY FEE	226,079.96	205,000.00	110.28%
5	4950	Late Comers	CARRY 0VER BALANCE	-	974,551.00	0.00%
5	6045	Late Comers	CONTINGENCY	-	974,551.00	0.00%
5	6305	Late Comers	WATER MAIN CAPACITY REIMBBURSE	-	350,000.00	0.00%
5	6306	Late Comers	SEWER MAIN CAPACITY REIMBURSE	-	250,000.00	0.00%
5	6307	Late Comers	PR IRR MAIN CAPACITY REIMBURSE	-	205,400.00	0.00%
20	4173	Water	INTEREST REVENUE	74,339.80	4,719.00	1575.33%
20	4185	Water	MISCELLANEOUS INCOME	5,429.00	99,907.00	5.43%
20	4358	Water	DEVELOPMENT SUPPORT SERVICES	672.00	4,000.00	16.80%
20	4500	Water	METERED WATER SALES	958,633.69	1,849,903.00	51.82%
20	4503	Water	NEW METER	119,178.00	127,346.00	93.59%
20	4505	Water	NEW SERVICE CONNECTION	401,450.00	440,023.50	91.23%
20	4507	Water	WATER TOKEN SALES - BULK WATER	11,531.53	21,024.00	54.85%
20	4510	Water	SERVICE RECONNECT FEES	8,292.75	22,500.00	36.86%
20	4550	Water	INSPECTIONS REVENUE	25,691.20	20,000.00	128.46%
20	4775	Water	LATE PAYMENT FEE	17,660.77	34,000.00	51.94%
20	4900	Water	TRANSFERS IN	-	14,000.00	0.00%
20	4950	Water	CARRY 0VER BALANCE	-	5,407,215.00	0.00%
20	5000	Water	SAL. & WAGES-ELECTED OFFICIALS	2,013.15	4,130.00	48.74%
20	5005	Water	SALARIES & WAGES - STAFF	252,279.81	583,745.32	43.22%
20	5009	Water	SALARIES & WAGES - SEASONAL	812.24	-	100.00%
20	5795	Water	OVERTIME SALARIES & WAGES	5,319.98	-	100.00%
20	5800	Water	OASDI - EMPLOYER	16,177.85	36,447.95	44.39%
20	5810	Water	MEDICARE - EMPLOYER	3,783.59	8,524.19	44.39%
20	5820	Water	GR0UP MEDICAL INSURANCE	35,798.83	82,363.30	43.46%
20	5830	Water	GR0UP LIFE INSURANCE	177.97	392.96	45.29%
20	5840	Water	PERSI EMPLOYER 401(a)	30,231.93	68,024.30	44.44%
20	5850	Water	W0RKERS' C0MPENSATI0N INS.	5,297.13	22,134.51	23.93%
20	5860	Water	GROUP DENTAL/VISION INSURANCE	3,333.02	7,804.67	42.71%

Fund	Account	Fund Name	Description	As of March	Budget	Budget % Remaining
20	6020	Water	CAPITAL IMPR0VEMENTS	166,355.64	2,500,000.00	6.65%
20	6025	Water	JANITORIAL	1,609.68	3,000.00	53.66%
20	6045	Water	C0NTINGENCY	20,016.39	3,838,542.30	0.52%
20	6050	Water	C0NTRACT LAB0R	-	2,500.00	0.00%
20	6052	Water	CONTRACT SERVICES	6,653.18	19,828.00	33.55%
20	6060	Water	DEQ ASSESSMENT FEES	21,498.00	20,447.00	105.14%
20	6065	Water	DIG LINE EXPENSE	1,195.36	2,000.00	59.77%
20	6075	Water	DUES & MEMBERSHIPS	631.90	2,793.00	22.62%
20	6095	Water	BAD DEBT EXPENSE	105.00	4,000.00	2.63%
20	6125	Water	LEGAL PUBLICATI0NS	71.66	1,000.00	7.17%
20	6130	Water	LIABILITY & PR0PERTY INSURANCE	8,799.30	17,700.00	49.71%
20	6140	Water	MAINT. & REPAIR BUILDING	6,672.67	14,950.00	44.63%
20	6142	Water	MAINT. & REPAIRS- EQUIPMENT	5,727.65	11,000.00	52.07%
20	6150	Water	M & R - SYSTEM	22,878.97	133,000.00	17.20%
20	6151	Water	M & R - PROCESS CHEMICALS	4,878.24	15,000.00	32.52%
20	6152	Water	M & R - LABORATORY COSTS	1,036.22	9,100.00	11.39%
20	6155	Water	MEETINGS/COMMITTEES	1.02	1,050.00	0.10%
20	6160	Water	MISCELLANE0US EXPENSES	20.69	4,313.00	0.48%
20	6165	Water	0FFICE SUPPLIES	2,282.54	2,625.00	86.95%
20	6166	Water	PP&E PURCHASES OPERATIONS	9,600.57	359,604.00	2.67%
20	6175	Water	SMALL TOOLS	3,595.88	15,000.00	23.97%
20	6190	Water	P0STAGE & BILLING	10,929.95	21,700.00	50.37%
20	6202	Water	PROFESSIONAL SERVICES	22,404.11	14,000.00	160.03%
20	6211	Water	RENT-BUILDINGS & LAND	756.00	1,512.00	50.00%
20	6212	Water	RENT - EQUIPMENT	1,342.08	1,500.00	89.47%
20	6230	Water	SAFETY TRAINING & EQUIPMENT	62.45	2,750.00	2.27%
20	6255	Water	TELEPH0NE EXPENSE	5,302.48	13,406.00	39.55%
20	6265	Water	TRAINING & SCH00LING EXPENSE	1,871.85	6,500.00	28.80%
20	6270	Water	TRAVEL EXPENSES	-	1,200.00	0.00%
20	6285	Water	UNIF0RMS EXPENSE	1,911.46	4,000.00	47.79%
20	6290	Water	UTILITIES EXPENSE	49,862.22	150,000.00	33.24%
20	6300	Water	FUEL	3,425.44	14,500.00	23.62%
20	6305	Water	VEHICLE MAINTENANCE & REPAIRS	1,770.99	6,500.00	27.25%
20	6505	Water	BANK FEES	10,419.80	16,050.00	64.92%
21	4173	Sewer	INTEREST REVENUE	46,984.15	5,900.00	796.34%
21	4185	Sewer	MISCELLANEOUS INCOME	2,044.19	138,450.00	-1.48%
21	4358	Sewer	DEVELOPMENT SUPPORT SERVICES	588.00	4,000.00	14.70%
21	4505	Sewer	NEW SERVICE CONNECTION	(11.73)	-	100.00%
21	4510	Sewer	SERVICE RECONNECT FEES	10,886.76	13,000.00	83.74%
21	4550	Sewer	INSPECTIONS REVENUE	21,095.90	9,000.00	234.40%
21	4600	Sewer	SEWER USER FEES	1,268,830.01	2,227,403.00	56.96%
21	4606	Sewer	LID REDUCED SEWER CONNECTION	374,641.75	474,978.00	78.88%
21	4640	Sewer	FARM REVENUE	43,859.76	139,570.00	31.42%
21	4775	Sewer	LATE PAYMENT FEE	23,196.07	23,000.00	100.85%
21	4950	Sewer	CARRY 0VER BALANCE	-	4,695,559.67	0.00%
21	5000	Sewer	SAL. & WAGES-ELECTED OFFICIALS	1,975.86	4,130.00	47.84%
21	5005	Sewer	SALARIES & WAGES - STAFF	307,687.54	683,133.56	45.04%
21	5009	Sewer	SALARIES & WAGES - SEASONAL	312.49	-	100.00%
21	5520	Sewer	SALARIES / MAINT. W0RKERS	150.00	-	100.00%
21	5795	Sewer	OVERTIME SALARIES & WAGES	3,257.28	-	100.00%
21	5800	Sewer	OASDI - EMPLOYER	19,361.59	42,610.34	45.44%
21	5810	Sewer	MEDICARE - EMPLOYER	4,528.28	9,965.64	45.44%
21	5820	Sewer	GR0UP MEDICAL INSURANCE	41,611.01	74,150.75	56.12%
21	5830	Sewer	GR0UP LIFE INSURANCE	214.51	387.24	55.39%
21	5840	Sewer	PERSI EMPLOYER 401(a)	35,997.31	79,521.23	45.27%
21	5850	Sewer	W0RKERS' C0MPENSATI0N INS.	4,195.24	18,277.64	22.95%
21	5860	Sewer	GROUP DENTAL/VISION INSURANCE	3,272.78	6,637.90	49.30%
21	6020	Sewer	CAPITAL IMPR0VEMENTS	1,225,104.80	1,861,482.00	65.81%

Fund	Account	Fund Name	Description	As of March	Budget	Budget % Remaining
21	6025	Sewer	JANITORIAL	1,609.67	3,000.00	53.66%
21	6045	Sewer	C0NTINGENCY	448,099.89	3,411,205.37	13.14%
21	6050	Sewer	C0NTRACT LAB0R	-	2,500.00	0.00%
21	6052	Sewer	C0NTRACT SERVICES	6,653.18	15,500.00	42.92%
21	6065	Sewer	DIG LINE EXPENSE	1,195.36	2,000.00	59.77%
21	6075	Sewer	DUES & MEMBERSHIPS	1,020.30	3,632.00	28.09%
21	6090	Sewer	FARM EXPENDITURES	7,513.80	116,000.00	6.48%
21	6095	Sewer	BAD DEBT EXPENSE	-	4,000.00	0.00%
21	6097	Sewer	DEPOSITS ON ACCOUNT	(620.00)	-	100.00%
21	6125	Sewer	LEGAL PUBLICATI0NS EXPENSE	266.86	1,300.00	20.53%
21	6130	Sewer	LIABILITY & PR0PERTY INSURANCE	18,038.57	36,077.00	50.00%
21	6140	Sewer	MAINT & REPAIR BUILDING	8,243.64	23,900.00	34.49%
21	6142	Sewer	MAINT. & REPAIRS - EQUIPMENT	8,034.92	51,000.00	15.75%
21	6150	Sewer	M & R - SYSTEM	54,030.35	141,100.00	38.29%
21	6151	Sewer	M & R - PROCESS CHEMICALS	16,208.77	108,570.00	14.93%
21	6152	Sewer	M & R - LABORATORY COSTS	8,880.18	23,575.00	37.67%
21	6153	Sewer	M & R - SLUDGE DISPOSAL	15,510.00	34,650.00	44.76%
21	6155	Sewer	MEETINGS/COMMITTEES	1.02	1,450.00	0.07%
21	6160	Sewer	MISCELLANE0US EXPENSES	10.00	242,473.00	0.00%
21	6165	Sewer	OFFICE SUPPLIES	2,602.64	4,000.00	65.07%
21	6166	Sewer	PP&E PURCHASES - OPERATIONS	90,818.70	309,350.00	29.36%
21	6175	Sewer	SMALL TOOLS	5,673.69	15,000.00	37.82%
21	6190	Sewer	P0STAGE & BILLING	10,929.95	17,955.00	60.87%
21	6202	Sewer	PR0FESSI0NAL SERVICES	9,520.40	23,557.00	40.41%
21	6211	Sewer	RENT - BUILDINGS & LAND	850.50	2,400.00	35.44%
21	6212	Sewer	RENT- EQUIPMENT	1,462.61	2,000.00	73.13%
21	6230	Sewer	SAFETY TRAINING & EQUIPMENT	811.41	2,400.00	33.81%
21	6255	Sewer	TELEPH0NE EXPENSE	6,025.40	14,500.00	41.55%
21	6265	Sewer	TRAINING & SCH00LING EXPENSE	1,289.45	2,500.00	51.58%
21	6270	Sewer	TRAVEL EXPENSES	-	750.00	0.00%
21	6285	Sewer	UNIF0RMS EXPENSE	2,376.00	4,000.00	59.40%
21	6290	Sewer	UTILITIES EXPENSE	119,309.38	280,000.00	42.61%
21	6300	Sewer	FUEL	2,704.49	15,000.00	18.03%
21	6305	Sewer	VEHICLE MAINTENANCE & REPAIRS	11,014.63	12,320.00	89.40%
21	6400	Sewer	TRANSFERS OUT	-	6,000.00	0.00%
21	6505	Sewer	BANK FEES	10,419.80	16,900.00	61.66%
25	4173	Irrigation	INTEREST REVENUE	30,617.74	2,500.21	1224.61%
25	4177	Irrigation	GRAVITY IRRIGATI0N USER FEES	12,550.57	26,210.00	47.88%
25	4185	Irrigation	MISCELLANEOUS INCOME	-	109,003.00	0.00%
25	4358	Irrigation	DEVELOPMENT SUPPORT SERVICES	224.00	1,200.00	18.67%
25	4503	Irrigation	NEW METER	351.33	500.00	70.27%
25	4505	Irrigation	NEW SERVICE CONNECTION	336,739.20	315,557.00	106.71%
25	4510	Irrigation	SERVICE RECONNECT FEES	3,673.74	4,000.00	91.84%
25	4550	Irrigation	INSPECTION REVENUE	24,504.90	20,000.00	122.52%
25	4700	Irrigation	PRESS. IRRIGATI0N USER FEES	428,259.21	592,377.00	72.30%
25	4775	Irrigation	LATE PAYMENT FEE	7,880.32	8,500.00	92.71%
25	4900	Irrigation	TRANSFERS IN	-	100.00	0.00%
25	4950	Irrigation	CARRY 0VER BALANCE	-	2,215,412.83	0.00%
25	5000	Irrigation	SAL. & WAGES-ELECTED OFFICIALS	995.34	2,065.00	48.20%
25	5005	Irrigation	SALARIES & WAGES - STAFF	67,630.55	156,112.56	43.32%
25	5009	Irrigation	SALARIES & WAGES - SEASONAL	281.05	-	100.00%
25	5795	Irrigation	OVERTIME WAGES EXPENSE	1,329.98	-	100.00%
25	5800	Irrigation	OASDI - EMPLOYER	4,377.14	9,807.01	44.63%
25	5810	Irrigation	MEDICARE - EMPLOYER	1,023.44	2,293.57	44.62%
25	5820	Irrigation	GR0UP MEDICAL INSURANCE	9,705.04	22,049.24	44.02%
25	5830	Irrigation	GR0UP LIFE INSURANCE	48.90	107.77	45.37%
25	5840	Irrigation	PERSI EMPLOYER (401a)	8,154.22	18,307.84	44.54%
25	5850	Irrigation	W0RKERS' C0MPENSATI0N INS.	1,427.88	5,834.51	24.47%

Fund	Account	Fund Name	Description	As of March	Budget	Budget % Remaining
25	5860	Irrigation	GROUP DENTAL/VISION INSURANCE	895.00	2,097.71	42.67%
25	6020	Irrigation	CAPITAL IMPR0VEMENTS	32,772.00	496,620.00	6.60%
25	6025	Irrigation	JANITORIAL	617.44	900.00	68.60%
25	6045	Irrigation	C0NTINGENCY FUND	16,415.72	2,073,500.83	0.79%
25	6050	Irrigation	C0NTRACT LAB0R	-	1,000.00	0.00%
25	6052	Irrigation	C0NTRACT SERVICES	2,705.76	6,400.00	42.28%
25	6065	Irrigation	DIG LINE EXPENSE	455.38	600.00	75.90%
25	6075	Irrigation	DUES & MEMBERSHIPS EXPENSE	185.56	479.00	38.74%
25	6095	Irrigation	BAD DEBT EXPENSE	11.53	-	100.00%
25	6115	Irrigation	MAINT & REPAIR-SYSTEM-GRAVITY	-	1,500.00	0.00%
25	6116	Irrigation	IRRIGATION / WATER COSTS	117,333.02	125,454.00	93.53%
25	6125	Irrigation	LEGAL PUBLICATI0NS	1,426.91	1,900.00	75.10%
25	6130	Irrigation	LIABILITY & PR0PERTY INSURANCE	1,979.84	5,701.00	34.73%
25	6131	Irrigation	INSURANCE CLAIMS PAID	-	100.00	0.00%
25	6140	Irrigation	MAINT & REPAIR BUILDING	953.54	3,300.00	28.90%
25	6142	Irrigation	MAINT. & REPAIRS - EQUIPMENT	1,998.01	8,800.00	22.70%
25	6150	Irrigation	MAINT. & REPAIRS - SYSTEM (PI)	11,830.75	50,000.00	23.66%
25	6155	Irrigation	MEETING/COMMITTEES	0.51	650.00	0.08%
25	6160	Irrigation	MISCELLANE0US EXPENSES	3,387.14	69,293.00	4.89%
25	6165	Irrigation	OFFICE SUPPLIES	780.26	969.00	80.52%
25	6166	Irrigation	PP&E PURCHASES - OPERATIONS	19,296.24	82,467.00	23.40%
25	6175	Irrigation	SMALL TOOLS	1,108.10	6,725.00	16.48%
25	6190	Irrigation	P0STAGE & BILLING	4,142.63	7,125.00	58.14%
25	6202	Irrigation	PROFESSIONAL SERVICES	5,128.56	6,435.00	79.70%
25	6211	Irrigation	RENT - BUILDINGS & LAND	324.00	950.00	34.11%
25	6212	Irrigation	RENT - EQUIPMENT	593.76	800.00	74.22%
25	6230	Irrigation	SAFETY TRAINING & EQUIPMENT	23.80	900.00	2.64%
25	6255	Irrigation	TELEPH0NE EXPENSE	1,756.35	4,520.00	38.86%
25	6265	Irrigation	TRAINING & SCH00LING EXPENSE	550.65	620.00	88.81%
25	6270	Irrigation	TRAVEL EXPENSES	-	200.00	0.00%
25	6285	Irrigation	UNIF0RMS EXPENSE	662.64	750.00	88.35%
25	6290	Irrigation	UTILITIES EXPENSE	22,402.18	106,384.00	21.06%
25	6300	Irrigation	FUEL	897.06	4,000.00	22.43%
25	6305	Irrigation	VEHICLE MAINTENANCE & REPAIR	582.98	1,250.00	46.64%
25	6400	Irrigation	TRANSFERS OUT	-	100.00	0.00%
25	6505	Irrigation	BANK FEES	4,103.03	6,292.00	65.21%
26	4173	Solid Waste	INTEREST INC0ME	1,053.13	-	100.00%
26	4975	Solid Waste	SOLID WASTE USER FEES	1,064,257.82	2,029,335.00	52.44%
26	7000	Solid Waste	SOLID WASTE SERVICE FEES	1,069,776.47	2,029,335.00	52.72%
30	4950	Agency	CARRY 0VER	-	(242,915.00)	0.00%
30	6045	Agency	C0NTINGENCY	-	242,915.00	0.00%
40	4900	Capital Projects	TRANSFERS IN	631,500.00	631,500.00	100.00%
40	4950	Capital Projects	CARRY OVER	-	100,000.00	0.00%
40	6020	Capital Projects	CAPITAL IMPROVEMENTS	32,133.99	378,900.00	8.48%
40	6045	Capital Projects	CONTINGENCY	-	100,000.00	0.00%
40	6166	Capital Projects	PP&E PURCHASES OPERATIONS	88,946.12	252,600.00	35.21%
50	4173	Park Impact Fee	INTEREST INCOME	523.92	-	100.00%
50	4650	Park Impact Fee	PARK IMPACT FEE REVENUE	341,796.00	413,279.00	82.70%
50	4950	Park Impact Fee	CARRY 0VER	-	438,007.00	0.00%
50	6045	Park Impact Fee	CONTINGENCY	447,435.61	851,286.00	52.56%

City of Kuna | Trial Balance | Page: 15
GL Period: 03/19 | May 02, 2019 02:19PM
COMBINED CASH FUND

Account Number	Title	Debit Amount	Credit Amount
99-1000	CASH ALLOCATED TO OTHER FUNDS		22,147,637.48-
99-1002	CASH IN BANK /BOT CASCADES	1,804,755.32	
99-1030	CASH-LGIP ACCOUNT	18,089,072.80	
99-1040	CASH - US BANK GENERAL CKNG	1,093,020.56	
99-1041	CASH - US BANK PAYROLL CKNG		31,187.98-
99-1042	CASH - LGIP PARK IMPACT FEES	1,158,795.64	
99-1043	CASH - XPRESS DEPOSIT ACCOUNT	37,647.43	
	Total COMBINED CASH FUND:	22,183,291.75	22,178,825.46-
	Grand Totals:	128,459,174.06	128,459,174.06

Report Criteria:
- Actual Amounts
- Only Accounts With Balances
- Page and Total by Fund
- All Segments Tested for Total Breaks

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

MEMO

Date: April 11, 2019

From: Wendy Howell (Planning & Zoning Director), Lisa Holland (Economic Development Director) and Bobby Withrow (Parks Director)

To: Mayor and Council

RE: 90 East Deer Flat Road MOU and Resolution

Mayor and Council Members,

Ruth Reed, landowner of 90 East Deer Flat Road, is looking to sell the 7.55 acre parcel on the corner of Deer Flat and Linder Road. The parcel is currently the site of Ruth Reed's home, but was rezoned as C-1 originally with the intention to sell the parcel for commercial use.

In reviewing a title report, it was discovered that there was an MOU and Resolution from 1999 tied to the property in conjunction with a previous development initiative that didn't move forward as planned. The 7.55 acre parcel was a part of a 25.04 acre piece that was initially designated as a public use space. A large portion of the original 25 acres is now where Reed Elementary School sits (constructed in 2006). The remaining parcel is now zoned C-1, and the City is in agreement with seeing the parcel develop as a commercial site.

The development didn't move forward as planned, the original public use space that was dedicated became school property, and the landowners would like to remove the MOU and correlating Resolution (#178) from the property.

The Planning & Zoning Director, Parks Director along with the Economic Development Director are in agreement with the landowner to void the MOU.

We've included a letter from Ruth Reed and the original development partner, and have also drafted a new resolution to remove the MOU from the property.

Wendy Howell
Planning & Zoning Director

Lisa Holland
Economic Development Director

Bobby Withrow
Parks Director

RESOLUTION NO. R34-2019
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- **SETTING FORTH CERTAIN PURPOSES,**
- **AUTHORIZING THE MAYOR AS THE AUTHORIZED AGENT OF THE CITY TO EXECUTE THE "AGREEMENT OF TERMINATION OF MEMORANDUM OF UNDERSTANDING" BY AND AMONG THIS CITY, PROVIDENCE DEVELOPMENT GROUP, LLC AND DICK L. REED (DECEASED) AND RUTH L. REED INDIVIDUALLY AND AS TRUSTEE OF THE RUTH L. REED TRUST;**
- **DIRECTING THE CLERK; AND**
- **SETTING AN EFFECTIVE DATE.**

Section 1. Recitals

The City Council of the City of Kuna finds that it is in the best interests of the City of Kuna to enter into that certain Agreement entitled "Agreement of Termination of Memorandum of Understanding" for the reasons set forth in Section 2 Recitals of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 2. Authority

The Mayor is hereby authorized to execute, as the authorized agent of this City, that certain "Agreement of Termination of Memorandum of Understanding", a copy of which is attached hereto marked "**Exhibit A**," subject to the terms and conditions stated therein, in order to facilitate the City's performance of its obligations under the "Agreement of Termination of Memorandum of Understanding."

Section 3. Directing the Clerk

The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to the Parties to the agreement.

SECTION 4. Effective Date

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of May, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of May, 2019.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

4-24-19

AGREEMENT OF TERMINATION OF MEMORANDUM OF UNDERSTANDING

Parties:

City of Kuna, a municipal corporation.	City Hall 751 W. 4th Street P.O. Box 13 Kuna, Idaho 83634
Providence Development Group, LLC, a limited liability company.	701 S. Allen Street, Suite 104 Meridian, Idaho 83642
Dick L. Reed (deceased) and Ruth L. Reed, individually and as Trustee of the *Ruth L. Reed Trust*	90 East Deer Flat Road Kuna, Idaho 83634

THIS AGREEMENT made on the Effective Date, by and among the Parties as herein this Agreement defined.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth above, which are a material part of the Agreement, the Parties agree as follows:

SECTION 1
DEFINITIONS

1.1 **Agreement:** means and refers to this *Agreement of Termination of Memorandum of Understanding.*

1.2 **City**: means and refers to the *City of Kuna*, a municipal corporation and Party to this Agreement.

1.3 **Effective Date:** means and refers to the date this Agreement becomes effective which occurs on the date when all Parties have signed this Agreement.

1.4 **MOU:** means and refers to that certain *Memorandum of Understanding* by and among the City, Dick L. & Ruth L. Reed and Providence, a true and correct copy of which is attached hereto marked **Exhibit A** and by this reference incorporated herein this definition.

1.5 **Parties:** means and refers to the City, Providence and the Trust as parties to this Agreement and may also appear in this Agreement as Party when referring to any of the Parties individually.

1.6 **Providence:** means and refers to the *Providence Development Group, LLC,* Party to this Agreement.

1.7 **Trust:** means and refers to the *Dick L. and Ruth L Reed Trust, U/T/A dated the 8th day of May, 2002*, Party to this Agreement.

SECTION 2
RECITALS

The Parties recite and declare:

2.1 Providence, the City and Dick L. & Ruth L. Reed entered into the MOU in November of 1999; and

2.2 The Trust represents to the other Parties that it is the sole successor-in-interest in the MOU to Dick L. and Ruth L. Reed by reason of the grant, transfer and conveyance of the real property, which is the subject of the MOU, from Dick L. Reed and Ruth L. Reed, a married couple, as grantors, and the Trust as the Grantee by that certain Warranty Deed dated the 8th day of May, 2002 and recorded with the Ada County Recorder's office as Instrument No. 102057628 on the 20th day of May, 2002; and

2.3 When the MOU was entered into there was development underway on a larger parcel and there was remaining 25.04 acres within which contained a 7.55 acre parcel that contained the Dick L. Reed and Ruth L. Reed residence which then had an R-6 City residential zoning designation; and

2.4 Subsequent to the time the MOU was entered into, conditions evolved that frustrated the purpose of the MOU including:

- reduction in the size of the Dick L. Reed and Ruth L. Reed residential property by reason of a right-of-way take by the Ada County Highway District; and

- the donation of 17.49 acres of the above referenced 25.04 acres to the City; and

- the City requested additional conditions of Dick L. and Ruth L. Reed for the City's proposed acceptance of the 17.49 acres and Dick L. and Ruth L. Reed then donated said real property to Joint School District No. 3 Ada and Canyon Counties State of Idaho (Kuna School

District) who subsequently constructed in 2006 and continues to operate Reed Elementary School on said property.

- the rezoning of Dick L. Reed's and Ruth L. Reed's residential property (7.55 acres) to a City C-1 (commercial) zoning designation.

2.5 The MOU is now a cloud on the title of the Trust who is seeking to sell the real property which the Trust now owns which is subject to the MOU.

2.6 The Parties agree that there has been a frustration of their purposes for entering into the MOU and mutually agree that it is in their mutual best interest to terminate the same.

Section 3
TERMINATION OF THE MOU

3.1 Effective upon all the Parties having signed this Agreement, the MOU is terminated and each Party releases the other from any and all demands, claims, causes of action regarding the MOU.

3.2 Upon completion of the execution of this Agreement by the Parties, the same shall be recorded with the Ada County Recorder's office by the Trust who shall then provide a conformed copy of the Recorded Agreement to the other Parties.

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Agreement to be effective upon all of their signatures.

CITY OF KUNA
Dated the _____day of May, 2019

By: _____
Joe Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

PROVIDENCE DEVELOPMENT GROUP, LLC
Dated the 30th day of April, 2019

By: _____
Its: Managing Member

DICK L. REED AND RUTH L. REED TRUST U/T/A DATED MAY 8, 2002
Dated the 1st day of May, 2019

By: Ruth L. Reed
Ruth L. Reed, *Trustee*

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of May, 2019, before me a Notary Public for Idaho, personally appeared **JOE STEAR and CHRIS ENGELS,** known or identified to me to be the person whose name is subscribed to the within instrument, respectively, as Mayor and City Clerk of the City of Kuna and acknowledged to me that they executed the same as such Mayor and City Clerk of the City of Kuna, Idaho.

_____
Notary Public for Idaho
My Commission Expires: _____

(SEAL)

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of April, 2019, before me a Notary Public for Idaho, personally appeared E. Don Hubble, known or identified to me to be the manager or a member of **PROVIDENCE DEVELOPMENT GROUP, LLC,** the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

PENNY SMITH
COMMISSION #23655
NOTARY PUBLIC
STATE OF IDAHO
(SEAL) MY COMMISSION EXPIRES 02/16/2025

Penny Smith
Notary Public for Idaho
My Commission Expires: 2-16-2025

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of May, 2019, before me a Notary Public for Idaho, personally appeared **RUTH L. REED,** as the sole Trustee of the DICK L. REED AND RUTH L. REED TRUST U/T/A DATED MAY 8, 2002, and acknowledged to me that she executed the same as sole Trustee of said Trust.

ARIANA K WELKER
(SEAL) COMMISSION #68164
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/07/2022

Ariana Welker
Notary Public for Idaho
My Commission Expires: 7/7/2022

W:\Work\K\Kuna, City of 25721\MOU - Reed Trust matter\Agreement of Termination of Memorandum of Understanding 4-24-19 lh.docx

SUPPORTTING DOCUMENTS

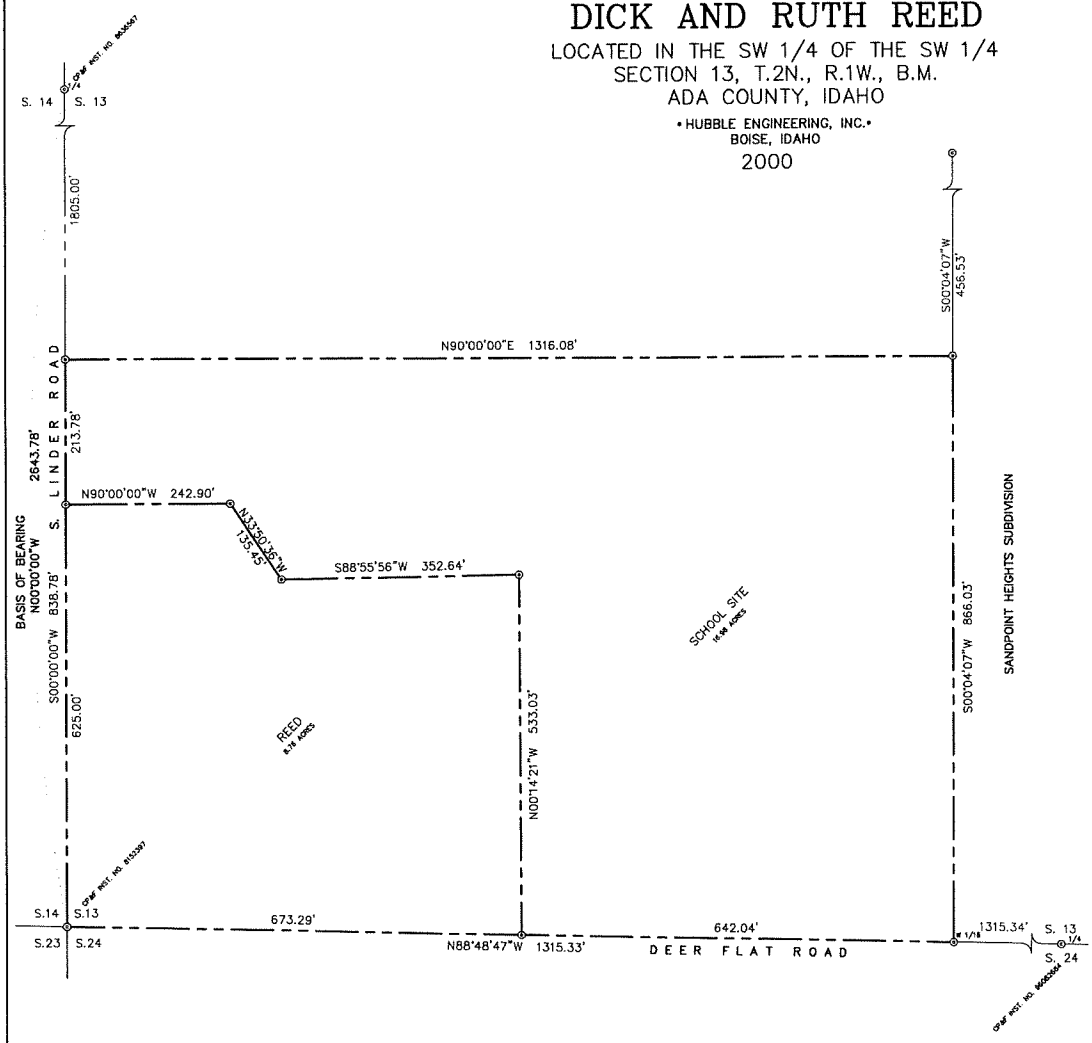
RECORD OF SURVEY FOR

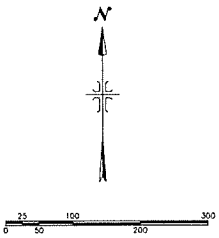
DICK AND RUTH REED

LOCATED IN THE SW 1/4 OF THE SW 1/4
SECTION 13, T.2N., R.1W., B.M.
ADA COUNTY, IDAHO

• HUBBLE ENGINEERING, INC.•
BOISE, IDAHO
2000

RECORD OF SURVEY NO. 4934





SCALE: 1" = 100'

LEGEND

- PROPERTY LINE
- SECTION LINE
- FOUND 5/8" IRON PIN
- SET 5/8" IRON PIN WITH CAP

CERTIFICATE OF LAND SURVEYOR

I, D. TERRY PEUGH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

D. TERRY PEUGH, PLS — LICENSE NO. 4431

COUNTY RECORDER'S CERTIFICATE

INST. NO. 100025275
STATE OF IDAHO, COUNTY OF ADA, SS.
FILED FOR RECORD AT THE REQUEST OF HUBBLE ENGINEERING, INC.
40 MIN. PAST 9 O'CLOCK A M. THIS 4TH DAY OF April 2000
ADA COUNTY, RECORDER J. DAVID NAVARRO
BY _____ DEPUTY
FEE $6.00

RECORDING INDEX NUMBER: 214-13-3-0

Dick L Reed and Ruth L Reed Trust
90 East Deer Flat Road
Kuna, ID 83634

April 9, 2019

City of Kuna
751 W 4th Street
Kuna, ID 83634

RE: Memorandum of Understanding Dated November 16, 1999 (See attached legal)

Dear Sir or Madam:

It has been brought to our attention via a preliminary title comment that a Memorandum of Understanding is still recorded against our property at the above location.

The Memorandum of Understanding was signed when development was underway on a larger parcel with the remaining approximate 25.04 acres consisting of our residence of which approximately 17.49 acres was donated to the City of Kuna leaving approximately 7.55 acres as our remaining residence property. At the time the property was zoned R-6 (residential).

Since that time there has been a failure of purpose take place due to economic conditions and the downsizing of the site by ACHD taking for road right-a-way and the donation to the City of Kuna causing a failure of purpose as originally thought when the Memorandum of Understanding was signed in 1999.

The total site has in recent years been rezoned to C-1 (commercial) which would preclude a development as noted in the Memorandum of Understanding signed November 16, 1999, therefore we are asking that the City of Kuna vacate said Memorandum of Understanding so we may move forward with a sale of the property.

The current buyers of the property are aware of the ACHD takings for road widening and of this Memorandum of Understanding and join us in requesting this cloud on the title be removed so we may move forward.

Regards,

Ruth Reed

Ruth Reed

Dick L Reed and Ruth L Reed Trust

Providence Development Group, LLC

ARIANA K WELKER
COMMISSION #68164
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/07/2022

State of Idaho)
County of Ada) ss

On this 11th day of April, in the year 2019, before me, Ariana K. Welker, personally appeared Ruth Reed, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

Notary Public Ariana K Welker
My Commission Expires on 7/7/2022

Legal Description:

A parcel of land located in the Southwest quarter of the Southwest quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the corner common to Sections 23, 24, 14 and the said Section 13, from which the quarter corner common to said Sections 13 and 14 bears North 00°00'00" East, 2643.78 feet; thence
North 00°00'00" East, 625.00 feet; thence
North 90°00'00" East, 242.90 feet; thence
South 33°50'36" East, 135.45 feet; thence
North 88°55'56" East, 352.64 feet; thence
South 00°14'21" East, 533.03 feet to a point on the South boundary of said Section 13; thence
North 88°48'47" West, 673.29 feet to the Point of Beginning.

Excepting those portions deeded to Ada County Highway District as disclosed in Warranty Deed, recorded July 24, 2007 as Instrument No. 107104823, and Warranty Deed, recorded May 4, 2018 as Instrument No. 2018-040533, records of Ada County, Idaho.

ADA COUNTY RECORDER
J. DAVID NAVARRO
AMOUNT 15.00

2001 MY 23 PM 3:26

RECORDED-REQUEST OF
Kuna City
FEE 0 DEPUTY Hooper
5 pg 101049466

This sheet has been added to document to accommodate recording information.

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding by and between the City of Kuna, 329 West 3rd Street, Kuna, Idaho 83634, Providence Development Group, LLC, 9550 Bethel Court Boise, ID 83709, and Dick L. & Ruth L. Reed, 90 East Deer Flat Road, Kuna, Idaho, 83634.

WHEREAS, Providence Development Group, LLC ("Providence") represents the landowner Dick L. & Ruth L. Reed ("Landowners") in the subdivision of the Birds of Prey Subdivision now pending before the City Council of the City of Kuna ("City").

WHEREAS, Providence and the Landowners desire to obtain approval of a final plat prior to the final resolution of the park/open space parcel approximately 17.49 acres.

WHEREAS, Providence and Landowners desire to comply with certain City requirements for the Birds of Prey Subdivision.

NOW, THEREFORE, be it acknowledgment that by and between the parties, adequate consideration has been received, as follows:

1) Providence and Landowners will comply with all staff approval comments that have been submitted, specifically including but not limited to the letter from Timothy A. Burgess to Melodie Halstead, dated May 17, 1999.

2) The 25.04 acre parcel is zoned R-6 with the understanding that it is to remain public open space. However, the City agrees to accept the 17.49 acre parcel as public property, to be put to a public use, preferably as a park. In the event the City ceases to own the parcel or the parcel is not put to public use, the ownership will revert to the Reed family heirs. The above arrangement not withstanding, the City may farm the parcel or put it to other such public use. The 7.55 acre parcel is zoned as R-6, with the intent that the 7.55 acre parcel shall be developed as a southern extension of the subdivision upon approval of an amended preliminary plat prior to April 17, 2000. The parties agree to enter into a separate agreement and execute required conveyance documents for transfer of the 17.49 acres to the City of Kuna from the Landowners.

3) Houses will be constructed with a 1340 square foot minimum size.

4) Providence and Landowners will submit the subdivision Covenants, Conditions and Restrictions for review and approval by the City of Kuna.

5) Approval of preliminary plat does not guarantee water and sewer service will be available for this development. The City of Kuna will only

guarantee sewer service when final plant and construction plans are approved and a letter of serviceability is issued to that effect.

6) No certificates of occupancy will be issued in the Birds of Subdivision until the pump station is complete and functional.

7) Providence and Landowners agree to pay a trunk line fee to service this development.

8) The parties agree this Agreement is binding in spite of the City's failure to enact a development agreement ordinance pursuant to Idaho Code § 67-6511A.

9) This Agreement is binding as the agents, heirs, assigns, and employees of all parties hereto.

10) That this Agreement is enforceable under the laws of the State of Idaho prevailing.

11) That a party enforcing the terms of this Agreement is entitled to an award of reasonable costs and attorney fees as ordered by a court of competent jurisdiction.

PROVIDENCE

By: Wayne Terry

Its: Manager

Date: 23 November 1999

CITY OF KUNA

Willard G. Nelson, Mayor

Date: 11-18-99

LANDOWNERS

By: Dick Reed

Its: owner

Date: Nov. 23 1999

ATTEST

Colleen Nixon

Colleen Nixon, City Clerk

[SEAL]

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

CITY OF KUNA
RESOLUTION NO. 178

A RESOLUTION APPROVING AND AUTHORIZING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF KUNA, IDAHO, PROVIDENCE DEVELOPMENT GROUP, LLC, AND DICK L. & RUTH L. REED, AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Providence Development Group, LLC ("Providence") represents the landowner Dick L. & Ruth L. Reed ("Landowners") in the subdivision of the Birds of Prey Subdivision now pending before the City Council of the City of Kuna ("City").

WHEREAS, Providence and the Landowners desire to obtain approval of a final plat prior to the final resolution of the park/open space parcel approximately 17.49 acres.

WHEREAS, Providence and the Landowners desire to comply with certain City requirements for the Birds of Prey Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: That the City of Kuna hereby agrees to enter into a Memorandum of Understanding by and between the City of Kuna, 329 West 3rd Street, Kuna, Idaho 83634, Providence Development Group, LLC, 9550 Bethel Court, Boise, Idaho 83709, and Dick L. & Ruth L. Reed, 90 East Deer Flat Road, Kuna, Idaho, 83634 under the terms described in, attached hereto, and incorporated by reference as Exhibit "A."

Section 2: That the City of Kuna, a political subdivision of the State of Idaho, as agreed to by the City Council of the City of Kuna, enters into and authorizes the Mayor to sign a Memorandum of Understanding by and between the City of Kuna, 329 West 3rd Street, Kuna, Idaho 83634, Providence Development Group, LLC, 9550 Bethel Court, Boise, Idaho 83709, and Dick L. & Ruth L. Reed, 90 East Deer Flat Road, Kuna, Idaho, 83634 under the terms described in Exhibit "A."

Section 3: That this Resolution shall be effective as of the date of its adoption.

DATED this 16th day of November, 1999.

CITY OF KUNA
Ada County, Idaho

By _____
Mayor

ATTEST:

Colleen Nixon
City Clerk

[S E A L]

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

MEMO

Date: May 2, 2019

From: Lisa Holland (Economic Development Director)

To: Mayor and Council

RE: Public Workshop on Financing Tools for Economic Development & URDs

---

Mayor and Council Members,

To explore what financing tools are available to the City of Kuna for helping with infrastructure planning and economic development, I'd like to request your approval of the attached service agreement with JUB. They will come in and help facilitate a 1 ½ to 2 hour workshop on financing tools and Urban Renewal, and then we can have a further conversation about which tools would be of interest to the City and next steps.

The cost of this agreement is $1,800 which will be paid for from the economic development budget, and we are aiming for the date of June 5th for the public workshop.

Thank you for your consideration,

Lisa Holland
Economic Development Director

RESOLUTION NO. 35-2019
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "*PROFESSIONAL SERVICES AGREEMENT*" WITH JUB ENGINEERING, INC. FOR THE ECONOMIC DEVELOPMENT DEPARTMENT IN FACILITATING A PUBLIC WORKSHOP ON FINANCING TOOLS FOR ECONOMIC DEVELOPMENT AND URBAN RENEWAL; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The "*Professional Services Agreement*" with JUB Engineering, Inc. for City of Kuna Economic Development Public Workshop, in substantially the format, as attached hereto as "**EXHIBIT A**" is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of May, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of May, 2019.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA, IDAHO
PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the City of Kuna, Idaho, a political subdivision of the state of Idaho, herein "*KUNA*" and J-U-B ENGINEERS, Inc., herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK:

KUNA engages *CONTRACTOR* to assist the City of Kuna with a Funding and Urban Renewal Workshop as detailed in "**Exhibit A**" attached hereto.

2. KUNA'S RESPONSIBILITIES:

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA's* requirements for the *Project*, including design objectives, capacity and performance requirements, and other documents in its possession, or reasonably obtainable.

2. *KUNA* agrees to obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR's* services and the *Project*.

3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work.

3. CONTRACTOR'S RESPONSIBILITIES:

1. *CONTRACTOR* agrees to provide the services of all professional and technical personnel required by this Agreement and detailed in **Exhibit A**.

4. RISK ALLOCATION:

KUNA agrees that *CONTRACTOR* is not responsible for damages arising directly or indirectly from any delays for causes beyond *CONTRACTOR's* control. For purposes of this Agreement, such causes include, but are not limited to, strikes or labor disputes; severe weather disruptions or other natural disasters; fire, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by *KUNA* or KUNA's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if said delays directly result in the increase in cost or time required by *CONTRACTOR* to perform its services in an orderly and efficient manner, *CONTRACTOR* shall be entitled to request an equitable adjustment in the schedule and payment.

5. PAYMENT:

KUNA agrees to pay *CONTRACTOR* for its services rendered under this Agreement an amount

not to exceed the total sum of **$1,800** for said services rendered from for the Project. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein.

6. **RIGHT OF CONTROL:**

KUNA agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

7. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *KUNA*. *KUNA* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *KUNA*.

8. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:**

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by KUNA on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR's* income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

9. **LICENSES AND LAW:**

CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

10. **FRINGE BENEFITS:**

Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *KUNA*.

11. **WORKER'S COMPENSATION:**

CONTRACTOR shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *KUNA* of such coverage or that such worker's compensation insurance is not required under the circumstances.

12. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:**

CONTRACTOR shall supply, at *CONTRACTOR's* sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

13. **DATE OF COMPLETION:**

This contract shall be completed on or before July 31, 2019.

14. WARRANTY:

CONTRACTOR warrants that work performed in this agreement shall be in accordance with and limited to the applicable standard of care for like professional services. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

15. INDEMNIFICATION AND INSURANCE PROVISIONS:

CONTRACTOR agrees to the following:

1. As respects acts, errors or omissions in the performance of professional services, *CONTRACTOR* agrees to indemnify and hold harmless KUNA, its officers, employees, and KUNA-designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature to the extent arising directly out of *CONTRACTOR*'s negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

2. As respects all acts or omissions which do not arise directly out of the performance of professional services, but limited to those acts or omissions ~~ally~~ covered by CONTRACTOR's general and automobile liability insurance, *CONTRACTOR* agrees to indemnify, defend (at *KUNA*'s option), and hold harmless *KUNA*, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with *CONTRACTOR*'s (or *CONTRACTOR*'s subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which CONTRACTOR is not legally liable.

Without limiting *KUNA*'s right to indemnification, it is agreed that *CONTRACTOR* shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.

2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

4. Professional liability insurance coverage, in an amount not less than One Million Dollars ($1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-

year period, *CONTRACTOR* shall use *CONTRACTOR*'s best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The policy or policies shall provide CONTRACTOR thirty (30) days prior notice in case of cancellation, non-renewal, or significant coverage changes. CONTRACTOR shall immediately provide notice to KUNA in such an event.

KUNA is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in *KUNA*'s best interest.

It is agreed that any insurance maintained by *KUNA* shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability shall provide that:

KUNA, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with KUNA. Prior to commencing any work under this Agreement, *CONTRACTOR* shall deliver to *KUNA* insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, *CONTRACTOR* shall provide to *KUNA* endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by *KUNA*, it shall be *CONTRACTOR's* responsibility to see that *KUNA* receives documentation acceptable to *KUNA* which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, *KUNA* has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies *KUNA* may have if *CONTRACTOR* fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, KUNA may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

   A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
   B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies *KUNA* may have and is not the exclusive remedy for *CONTRACTOR's* failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which *CONTRACTOR* may be held responsible for payments of damages to persons or property resulting from *CONTRACTOR's*, or its subcontractor's, negligent performance of the work covered under this Agreement.

16. NON-WAIVER:

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. CHOICE OF LAW:

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

18. ENTIRE AGREEMENT:

This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

19. SEVERABILITY:

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

20. ATTORNEY FEES:

Determination of how reasonable attorney fees shall be awarded in any action to enforce this Agreement or to declare or termination of this Agreement shall be in accordance with Idaho Code Section 12-117 (1) or recodification or amendment of said statute.

DATED this _____ day of _____, 2019.

KUNA:

_____
KUNA

Joe Stear
Mayor

CONTRACTOR:

By_____
Brian D. Smith, P.E.
J-U-B ENGINEERS, Inc.
250 S. Beechwood Ave., Suite No. 201
Boise, Idaho 83709
Its *Area Manager*

ATTEST:

_____
Chris Engels
City Clerk

WITNESS:

_____
(Signature of Witness or Notary Public)

Form and content approved by_____, as attorney *KUNA*.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

City of Kuna
Funding and Urban Renewal Workshop Support
April 2019

Exhibit A – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and the CITY OF KUNA (CITY) to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The goal of the project is to assist the CITY with conducting a workshop regarding funding tools, with a specific focus on urban renewal.

The primary objective covered by this scope is to assist the CITY with producing a presentation and workshop materials for the workshop.

The scope of services for J-U-B is identified with four (4) primary tasks, described in detail in Part 1:

Kuna Funding & Urban Renewal Workshop

- Task 010 - Workshop planning & collaboration
- Task 020 - Create presentation content and input gathering materials
- Task 030 - Conduct presentation & workshop
- Task 040 - Summarize input, notes and wrap-up

PART 1 - SCOPE OF SERVICES

A. Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. CITY reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 010 – Workshop Planning & Collaboration

J-U-B will work with city staff to plan for the workshop. This task will be accomplished with up to two (2) meetings with city staff and two (2) J-U-B staff.

Assumptions:

1) Meetings are expected to take a maximum of 1.5 hours in duration, and can take place either through a conference call or in person.

Task 020 – Create Presentation Content and Input-gathering Materials

J-U-B will work with city staff on developing presentation content and input-gathering materials. Presentation content will consist of a maximum of 20 slides. Input-gathering materials provided by J-U-B will be limited to questionnaire and a cursory review of a stakeholder/invitation list produced by the City of Kuna. The City of Kuna will be responsible for providing maps for discussion among participants regarding possible Urban Renewal District areas to explore in the future.

Assumptions:

1) Up to 20 slides will be developed by J-U-B.
2) Input-gathering materials provided by J-U-B will be limited to questionnaire and a cursory. review of a stakeholder/invitation list.
3) City staff will provide stakeholder/invitation list for J-U-B to review.
4) City staff will be responsible for providing all maps.

Task 030 – Conduct Presentation and Workshop

J-U-B will work with city staff on conducting the presentation and carrying out the workshop. It is anticipated the workshop will be a maximum of two (2) hours in duration. Two (2) representatives from J-U-B will assist with presenting and facilitation of the workshop. City staff will be responsible for workshop logistics including coordination of a date, time and meeting place, refreshments, invitations, emails, etc.

Assumptions:

1) Up to two (2) J-U-B representatives will assist with presenting and facilitation of the workshop.
2) City staff will be responsible for all logistics and communications related to the workshop.

Task 040 – Summarize Input, Notes and Wrap-up

Following the workshop, J-U-B will provide a brief summary of key themes derived from the meeting, along with a list of next steps and follow-up actions items.

Assumptions:

1) Summary of key themes and next steps produced by J-U-B will be limited to two (2) pages in length.
2) City staff will be responsible for all communications and distribution of the meeting summary.

B. CITY's Responsibilities/Exclusions from Current Scope - CITY is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Ensure staff availability to review documents and provide active direction and timely decisions in writing pertaining this scope of work.
2. Furnish to J-U-B any other available information pertinent to the Project including reports and data relative to this scope of work.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
010	Workshop Planning and Collaboration	April/May 2019
020	Create Presentation Content and Input Gathering Materials	April/May 2019
030	Conduct Presentation and Workshop	May/June 2019
040	Summarize Input, Notes and Wrap-up	June 2019

PART 3 - BASIS OF FEE

A. CITY shall pay J-U-B for the identified Basic Services as follows:
   1. For Lump Sum fees:
      a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
   2. For Time and Materials (T&M) fees:
      a. CITY shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's J-U-Bs' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
010	Workshop Planning and Collaboration	Lump Sum	$450
020	Create Presentation Content and Input Gathering Materials	Lump Sum	$600
030	Conduct Presentation and Workshop	Lump Sum	$450
040	Summarize Input, Notes and Wrap-up	Lump Sum	$300
			Total: $1,800

C. Period of Service: If the period of service for the task identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

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

Telephone (208) 922-5546 **Email: NStauffer@kunaID.gov**

MEMORANDUM

TO: Mayor Stear and Council

FROM: Nancy Stauffer, Human Resources Director

RE: 2019 Caselle Conference

DATE: May 2, 2019

Mayor and Council,

We are requesting $4500.66 from contingency funds to send 3 employees to the Caselle Conference for training.

Caselle Conference 2019

October 9 & 10 2019

Conference Registration Fee - $450.00
Airfare & Hotel Package - $806.22
Per diem - $244.00
(prices listed per person)

Depart Tuesday October 8, 2019 at 5:45 pm
Return Friday October 11, 2019 at 6:45 am

Attendees:
Bill Jackson – Deputy Treasurer
Greta Smith – Utility Billing/Accounting Specialist II
Nancy Stauffer – Human Resource Director

Total requested from contingency funds - $4500.66
General fund: $1575.23
Water fund: $1350.20
Sewer fund: $1350.20
Irrigation fund: $225.03

Thank you,
Nancy Stauffer, Human Resources

KUNA CITY ORDINANCE NO. 2019-12
CITY OF KUNA

A MUNICIPAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

AMENDING TITLE 1 OF THE KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 17 PROVIDING FOR AN AGENCY FUND; AND

- **PROVIDING THE FUND'S PURPOSE; AND**
- **PROVIDING THE FUND'S NAME; AND**
- **PROVIDING STANDARDS FOR DEPOSITS TO THE FUND; AND**
- **PROVIDING FOR THE FUND'S ACCOUNTING, DISTRIBUTION RESTRICTIONS AND INVESTMENT GUIDELINES; AND**
- **PROVIDING FOR THE TRANSFER OF THE FUND'S INCOME TO THE CITY'S GENERAL FUND; AND**

AMENDING TITLE 1 OF THE KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 18 PROVIDING FOR PUBLIC DEPOSITORY LAW COMPLIANCE; AND

- **STATING A PURPOSE; AND**
- **PROVIDING FOR THE PROCESS OF THE DESIGNATION OF THE CITY'S DEPOSITORY; AND**
- **PROVIDING FOR THE PROCESS OF THE CERITIFCATION OF CITY FUNDS FOR INVESTMENT; AND**
- **PROVIDING FOR INVESTMENT GUIDELINES AND ACCOUNTING OF INVESTMENT INTEREST; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That Title 1 of the Kuna City Code be and the same is hereby amended by the addition thereto of a new chapter 17 to read as follows:

CHAPTER 17- AGENCY FUND

1.17.1 Purpose: From time to time in the process of the administration of the City's business there is a need to hold funds to secure performance of regulated and/or permitted activity; and there are occasions when persons or entities tender funds to the City as a special project incentive for reimbursement to the City and/or funds otherwise tendered to the City in a custodial capacity; and in such circumstances such funds need to be held and

accounted by the City in a separate custodial holding fund which is separate and apart from the City's assets and budget process.

17.1.2 Fund Name: This Fund shall be known and administered as "City of Kuna Agency Fund," hereinafter in this instrument referred to as the "Fund."

17.1.3 Fund Deposits: The Treasurer shall place in the Fund those funds received by the City under the following circumstances:

A. To secure performance of a regulated and/or permitted activity; or

B. Specially tendered to the City as an inducement and as a reimbursement to the City in the performance of a special City project subject first to acceptance by the City Council; or

C. Otherwise tendered to the City as a custodian subject first to acceptance by the City Council.

17.1.4 Accounting and Distribution Restrictions

A. Accounting: The City Treasurer shall maintain separate accounting of the deposits to this Fund in accordance with the regulated and/or permitted activity for which the funds are tendered or pursuant to the directive of the City Council in the acceptance of funds to this Fund as the case may be.

1. Not an Asset of the City: This Fund is a custodial account and not an asset of the City and shall not be included in the City's budget.

B. Distribution: Distributions from this Fund shall be subject to approval by the City Council unless otherwise provided by City regulation or permitting which is applicable to a deposit made to secure performance of regulated and/or permitted activity as authorized by the City Council in the ordinary course of the City's business.

17.1.5 Accounting and Investment Guidelines

A. Fund Account Guidelines: The treasurer shall account, by separate line item, for all deposits made involving regulated and/or permitted activity and shall also establish a sub-funds within this Fund for the acceptance of tendered funds which required the approval of the City Council.

B. Fund Investment Guidelines: This Fund's investment guidelines are as follows: The principle shall be invested in accordance with the policy established by the City Council.

C. Fund Income: The income (i.e., interest) generated by the Fund's investment of the principal shall be transferred from this Fund monthly to the City's General Fund in order to offset the costs incurred by the City in the administration of this Fund.

Section 2: That Title 1 of the Kuna City Code be and the same is hereby amended by the addition thereto of a new chapter 18 to read as follows:

CHAPTER 18
PUBLIC DEPOSITORY LAW COMPLIANCE

1.18.1 Purpose: The Public Depository Law, set forth in Chapter 1 of Title 57, Idaho Code, governs the management of the City's public funds, and it is the intent of this Chapter to establish a policy to provide guidance to the Treasurer and the City Council in compliance with the Law.

1.18.2 Designation of Depository: All City funds shall be deposited by the Treasurer in a qualified depository designated by the City Council.

A. As provided and required by Idaho Code § 57-110, a qualified depository includes any national bank, state bank, trust company, federal savings and loan association, state savings and loan association, the Idaho Local Government Investment Pool, federal credit union or state credit union which lies within the boundaries of the City and otherwise complies with Idaho Code § 57-113.

B. When there is more than one qualified depository; the process for designation shall be upon recommendation of the Treasurer after competitive bidding or by other means acceptable as a standard business practice.

1. The type of account upon designation shall be a demand deposit account, except for surplus or idle City funds as designed by the City Council.

1.18.3 Certification of Funds for Investment: The City Council shall, at least once every six (6) months, certify to the Treasurer the City's capital and surplus or reserves and unallocated or undivided earnings, funds as applicable, of each public depository, which funds are not needed for anticipated expenditures of the City for the period of time so certified using and delivering a copy to the Treasurer of the completed Certification.

A. Investment Options: The Treasurer, having been served with a completed Certification, the treasurer is then authorized and empowered to invest the certified funds in investments permitted by section 67-1210, Idaho Code, for the certified period.

1. Investment Consideration: The following are the guidelines to the Treasurer for investments made pursuant to this policy and in accordance with the following priority:

First Priority: Probable safety of the capital investment

Second Priority: Probable income to be derived from the investment

Third Priority: Liquidity of the investment at the conclusion of the certified period.

B. Interest Earned: The interest earned on investments made, unless otherwise required by law, shall become part of the general fund of the City.

Section 3: Directing the City Clerk

3.1 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Kuna City Code.

Section 4: Effective Date

4.1 This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 7th day of May, 2019

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

(Space above reserved for recording)

ORDINANCE 2019-13
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [Challenger Development Inc. real property]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

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

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as CHALLENGER DEVELOPMENT INC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 7th day of May, 2019.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON BILTMORE COMPANY LLC.

A parcel of land located in the NE 1/4 of the NW 1/4 of Section 13, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the N1/4 corner of said Section 13 from which the NW corner of said Section 13 bears North 88°53'10" West, 2642.76 feet;

thence along the North boundary line of said Section 13 North 88°53'10" West, 671.10 feet to the **REAL POINT OF BEGINNING**;

thence leaving said North boundary line South 00°50'57" West, 615.08 feet;

thence North 88°52'51" West, 185.57 feet to a point on the easterly right-of-way line of the Kuna Canal;

thence along said easterly right-of-way line North 26°17'52" West, 415.97 feet;

thence continuing along said easterly right-of-way line North 35°45'51" West, 307.27 feet to a point on the North boundary line of said Section 13;

thence along said North boundary line South 88°53'10" East, 558.63 feet to the **REAL POINT OF BEGINNING**. Containing 5.01 acres, more or less.

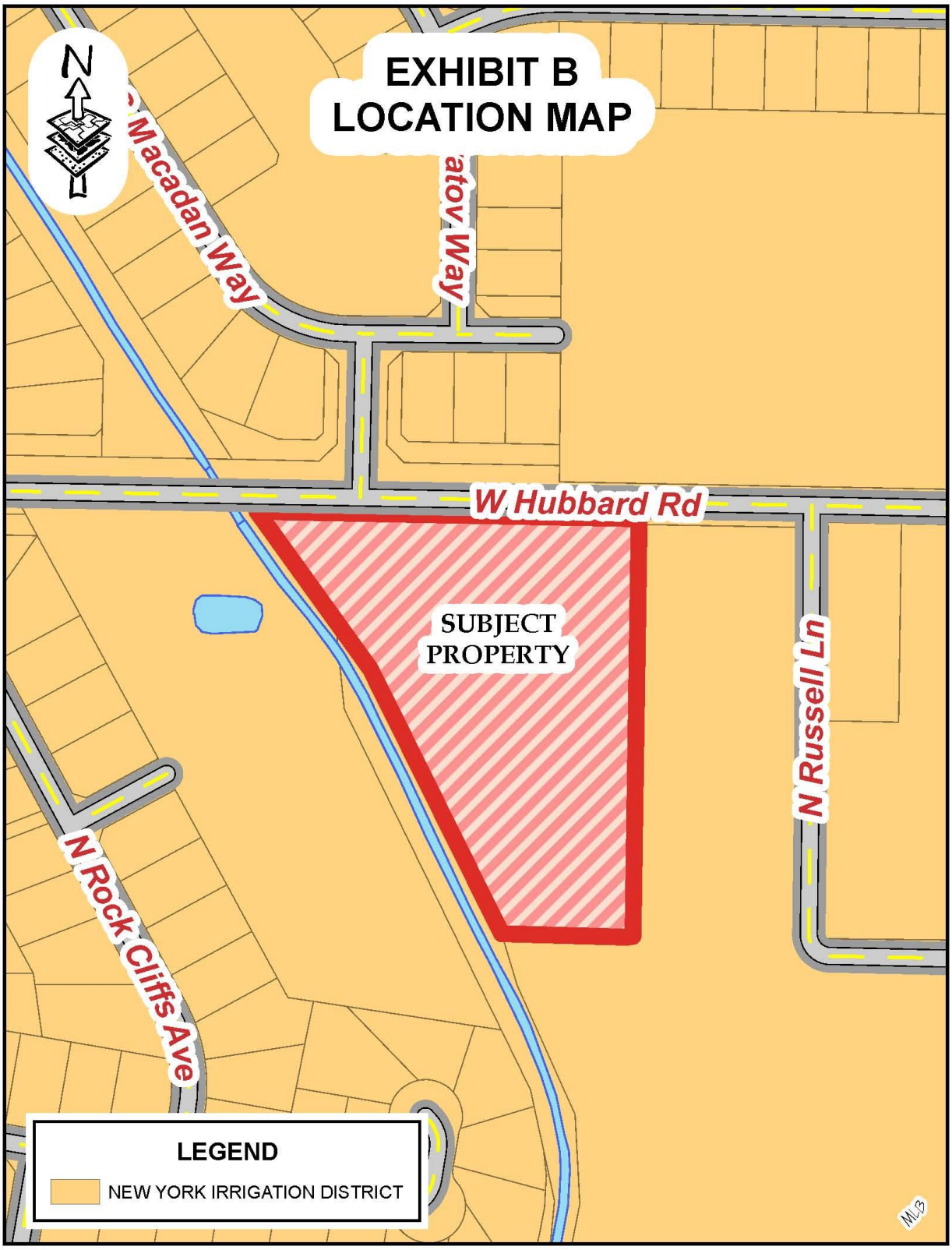


EXHIBIT B
LOCATION MAP
N
Macadan Way
atov Way
W Hubbard Rd
SUBJECT
PROPERTY
N Russell Ln
N Rock Cliffs Ave
LEGEND
NEW YORK IRRIGATION DISTRICT

(Space above reserved for recording)

ORDINANCE 2019-14
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [Biltmore Company LLC. real property]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

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

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as Biltmore BILTMORE COMPANY LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 7th day of May 2019.

CITY OF KUNA

_____

Joe L. Stear, Mayor

ATTEST:

_____

Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON BILTMORE COMPANY LLC.

A parcel of land located in the SW1/4 of the SE1/4 of Section 14, T.2N., R.1W., B.M., Kuna, Ada County, Idaho more particularly described as follows:

Commencing at the S1/4 corner of said Section 14 from which the SE corner of said Section 14 bears South 89°51'38" East, 2642.75 feet;

thence along the South boundary line of said Section 14 South 89°51'38" East, 685.47 feet;

thence leaving said South boundary line North 00°03'09" East, 25.00 feet to an angle point in the exterior boundary line of Saratoga Subdivision as filed in Book 76 of Plats at Pages 7878 through 7879, records of Ada County, Idaho, said point also being the **REAL POINT OF BEGINNING**;

thence along the exterior boundary line of said Saratoga Subdivision the following 2 courses and distances:

thence North 00°03'09" East, 323.00 feet;

thence South 89°51'38" East, 636.00 feet to a point on the West boundary line of DeerHorn Subdivision No. 1 as filed in Book 79 of Plats at Pages 8506 through 8508, records of Ada County, Idaho;

thence along said West boundary line South 00°03'09" West, 323.00 feet to a point on the North right-of-way line of W. Deer Flat Road;

thence leaving said West boundary line and along said along said North right-of-way line North 89°51'38" West, 636.00 feet to the **REAL POINT OF BEGINNING**. Containing 4.72 acres, more or less.

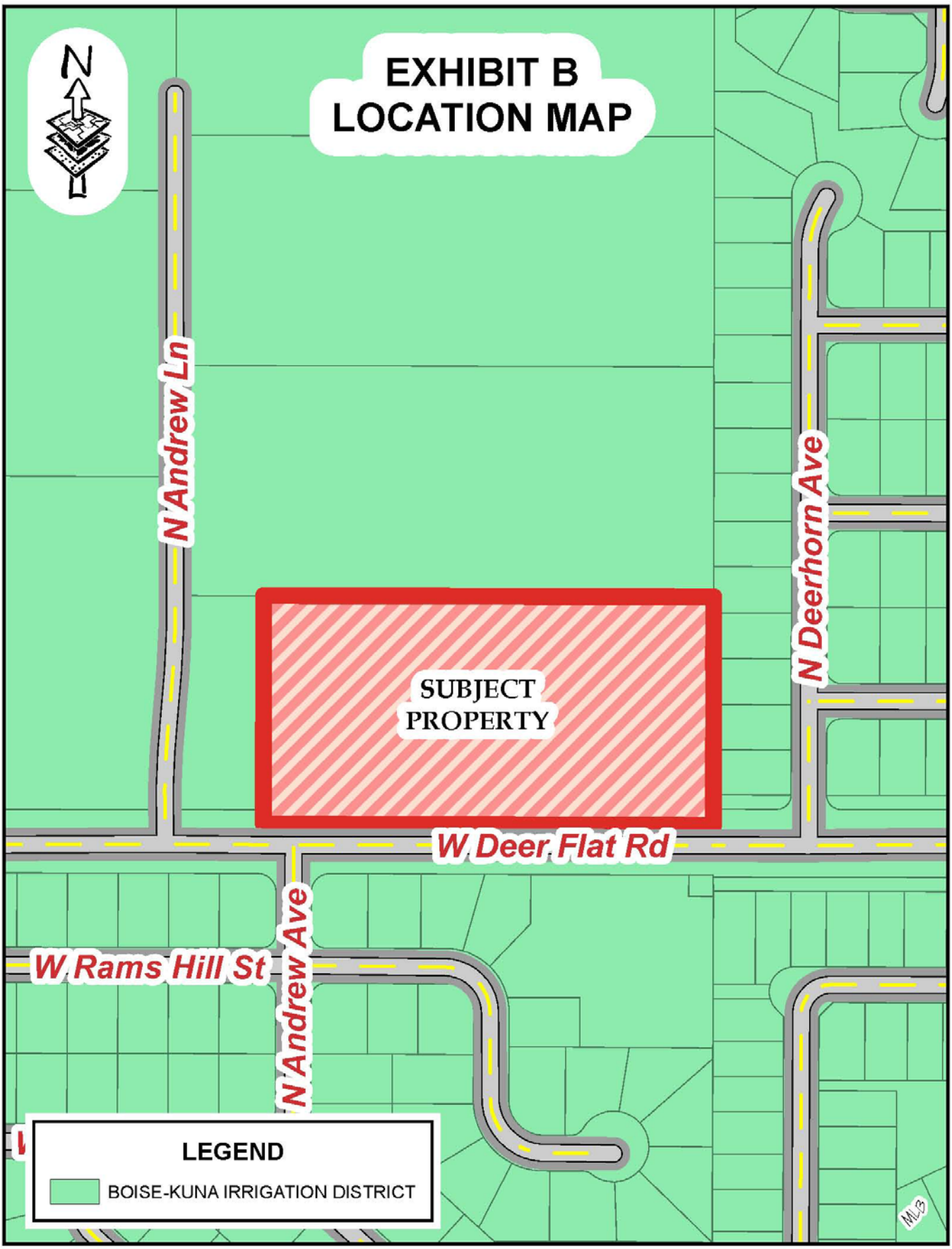


EXHIBIT B
LOCATION MAP
N
N Andrew Ln
N Deerhorn Ave
SUBJECT
PROPERTY
W Deer Flat Rd
N Andrew Ave
W Rams Hill St
LEGEND
BOISE-KUNA IRRIGATION DISTRICT
MLB

(Space above reserved for recording)

ORDINANCE 2019-15
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [DB Development LLC. real property]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

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

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as DB DEVELOPMENT LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Nampa & Meridian Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 7th day of May, 2019.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

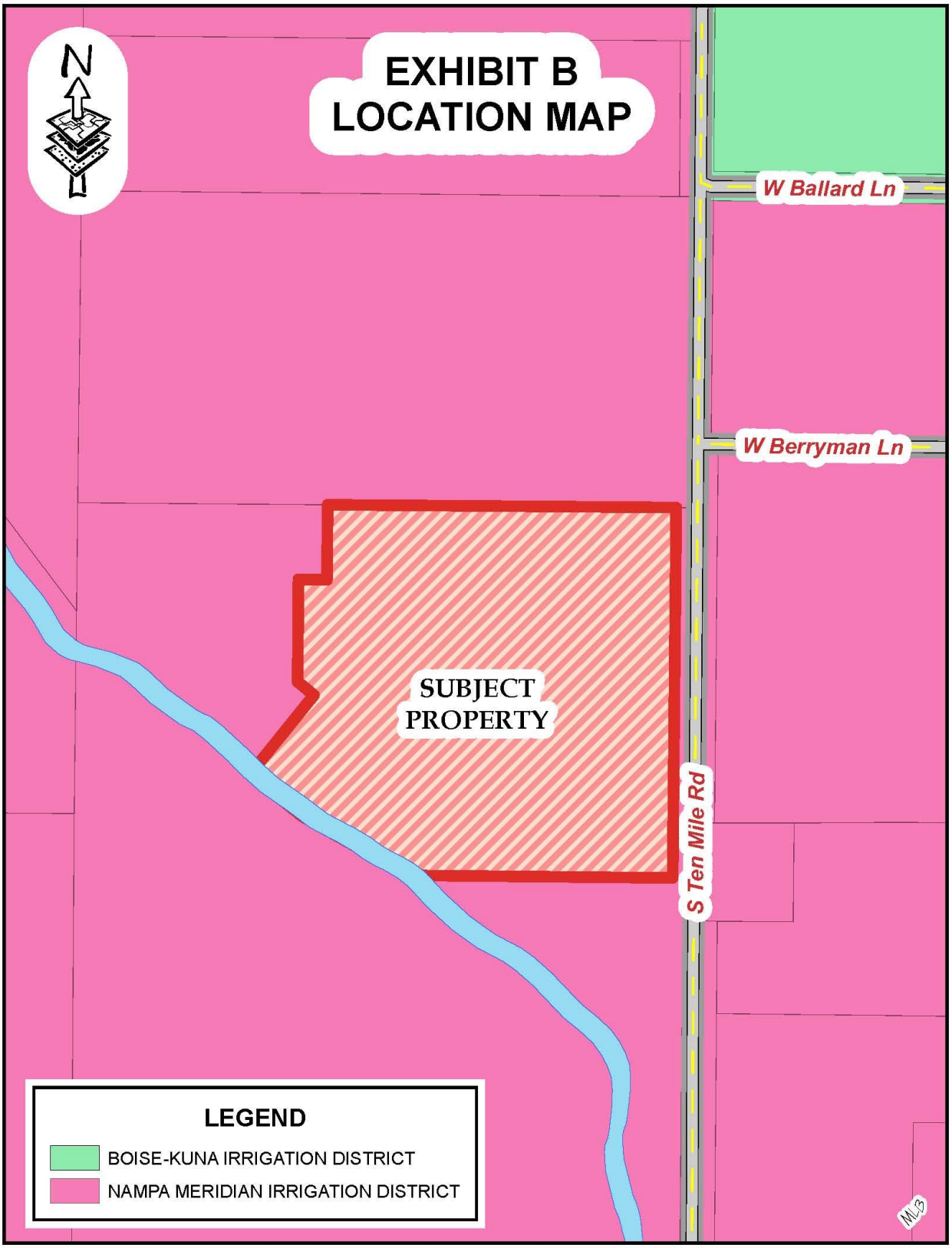
LEGAL DESCRIPTION FOR WATER RIGHTS ON DB DEVELOPMENT LLC.

A parcel of land being a portion of the Southeast 1/4 of Section 34, Township 3 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap marking the East 1/4 corner of said Section 34, which bears N00°31'45"E a distance of 2,652.70 feet from a found aluminum cap marking the southeast corner of said Section 34, thence following the easterly line of said Southeast 1/4, S00°31'45"W a distance of 663.17 feet to the northeast corner of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 34;
Thence leaving said easterly line and following the northerly line of said South 1/2 of the Northeast 1/4 of the Southeast 1/4, N89°26'56"W a distance of 48.00 feet to a set 5/8-inch rebar on the westerly right-of-way line of S. Ten Mile Road and being the **POINT OF BEGINNING.**

Thence leaving said northerly line and following said westerly right-of-way line, S00°31'45"W a distance of 786.71 feet to a set 5/8-inch rebar;
Thence leaving said westerly right-of-way line, N89°28'15"W a distance of 563.00 feet to a point on the centerline of Mason Creek being witnessed by a set 5/8-inch rebar which bears S89°28'15"E a distance of 25.00 feet from said point;
Thence following said centerline, N60°44'02"W a distance of 257.06 feet to a point;
Thence following said centerline, N51°09'25"W a distance of 141.27 feet to a point being witnessed by a set 5/8-inch rebar which bears N38°50'35"E a distance of 25.00 feet from said point;
Thence leaving said centerline, N38°50'35"E a distance of 217.00 feet to a set 5/8-inch rebar;
Thence N51°09'25"W a distance of 44.98 feet to a set 5/8-inch rebar;
Thence N00°31'45"E a distance of 217.69 feet to a set 5/8-inch rebar;
Thence S89°26'56"E a distance of 60.63 feet to a set 5/8-inch rebar;
Thence N00°34'04"E a distance of 160.00 feet to a set 5/8-inch rebar on said northerly line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 34;
Thence following said northerly line, S89°26'56"E a distance of 739.26 feet to the **POINT OF BEGINNING.**

Said description contains 14.077 acres, more or less.


N
EXHIBIT B
LOCATION MAP
W Ballard Ln
W Berryman Ln
SUBJECT
PROPERTY
S Ten Mile Rd
LEGEND
BOISE-KUNA IRRIGATION DISTRICT
NAMPA MERIDIAN IRRIGATION DISTRICT
ML3

(Space above reserved for recording)

ORDINANCE 2019-16
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [Toll ID I LLC real property]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

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

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as TOLL ID I LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 7th day of May 2019.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON TOLL ID I LLC

A parcel of land situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Beginning at the northwest corner of the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, (from which the East quarter corner of said Section 13 bears S88°51'58"E, 2631.72 feet;
Thence S88°51'58"E, 1971.63 feet along the north line of said southeast quarter;
Thence S00°11'35"W, 1753.96 feet leaving said north line to the centerline of the Kuna Canal;
Thence along the centerline of the Kuna canal the following four (4) courses:

N70°46'49"W, 174.05 feet;

Thence 225.66 feet along the arc of a curve to the left having a radius of 500.00 feet, a delta angle of 25°51'30", and a long chord which bears N83°42'33"W for a chord distance of 223.75 feet;

Thence S83°21'42"W, 169.05 feet;

Thence 207.43 feet along the arc of a curve to the right having a radius of 900.00 feet, a delta angle of 13°12'19", and a long chord which bears S89°57'51"W for a chord distance of 206.97 feet;

Thence S15°22'44"W, 75.75 feet leaving the centerline of said Kuna Canal;

Thence N74°37'16"W, 66.00 feet;

Thence N15°22'44"E, 68.00 feet to the centerline of the Kuna Canal;

Thence along the centerline of said Kuna Canal the following six (6) courses:

41.86 feet along the arc of a non-tangent curve to the right having a radius of 900.00 feet, a delta angle of 2°39'54", and a long chord which bears N77°52'09"W for a chord distance of 41.86 feet;

Thence 171.20 feet along the arc of a compound curve to the right having a radius of 200.00 feet, a delta angle of 49°02'39", and a long chord which bears N52°00'53"W for a chord distance of 166.02 feet;

Thence N27°29'33"W, 326.42 feet;

Thence 202.44 feet along the arc of a curve to the left having a radius of 225.00 feet, a delta angle of 51°33'06", and a long chord which bears N53°16'06"W for a chord distance of 195.68 feet;

Thence N79°02'39"W, 116.09 feet;

Thence 400.37 feet along the arc of a curve to the right having a radius of 450.00 feet, a delta angle of 50°58'36", and a long chord which bears N53°33'21"W for a chord distance of 387.29 feet;

Thence S59°24'40" W, 42.23 feet leaving the centerline of said Kuna Canal;

Thence 39.51 feet along the arc of a non-tangent curve to the left having a radius of 70.50 feet, a delta angle of 32°06'37" and a long chord which bears N73°56'42"W for a chord distance of 39.00 feet;

Thence N90°00'00"W, 100.29 feet;

Thence N44°54'47"W, 28.24 feet;

Thence N00°10'26"E, 2.60 feet;

Thence N90°00'00"W, 42.00 feet to the West line of the southeast quarter of said Section 13;

Thence N00°10'26"E, 939.21 feet along said West line to the POINT OF BEGINNING.

The above-described parcel contains 64.60 acres, more or less.

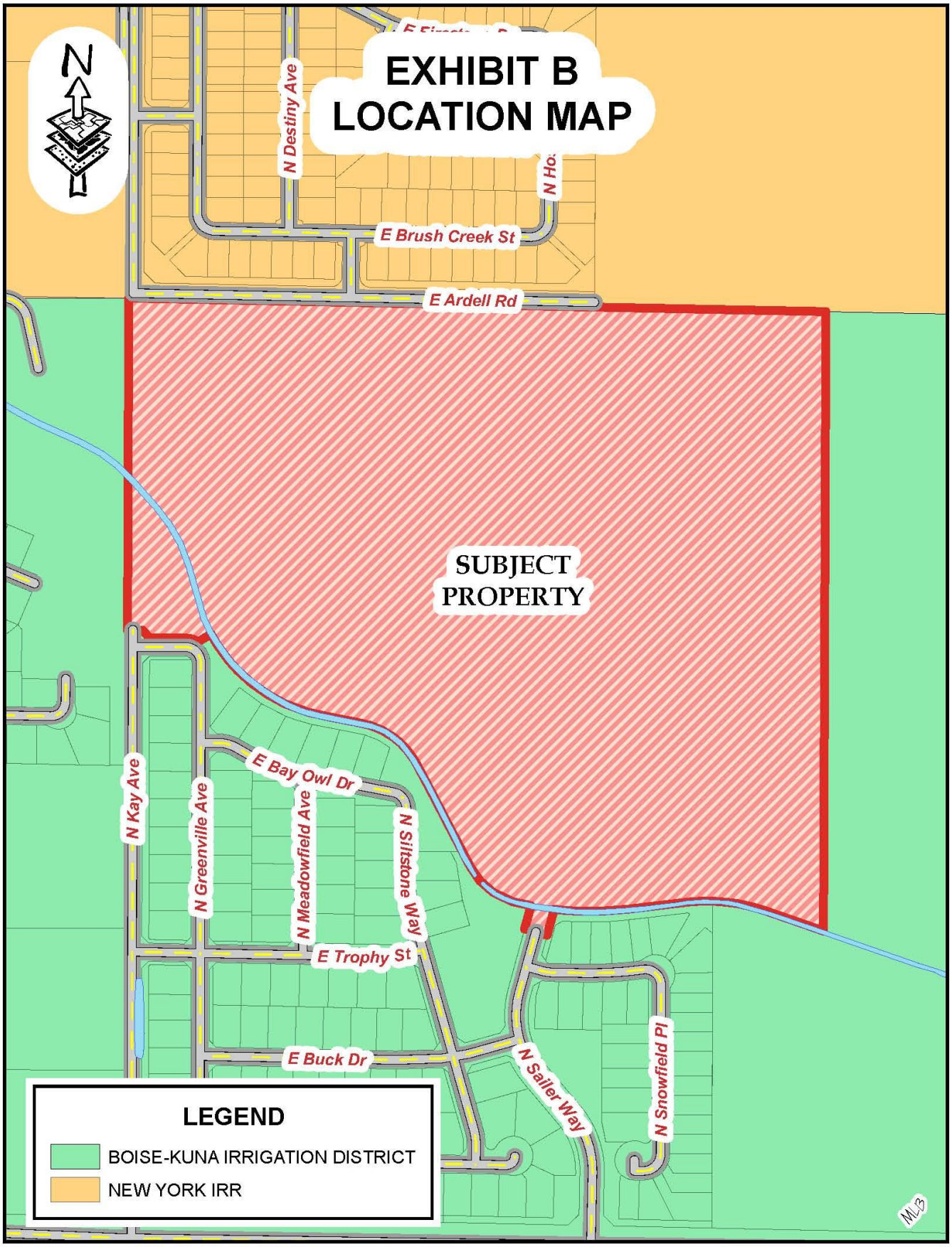


EXHIBIT B
LOCATION MAP
N
N Destiny Ave
E Brush Creek St
E Ardell Rd
SUBJECT
PROPERTY
N Kay Ave
N Greenville Ave
E Bay Owl Dr
N Meadowfield Ave
N Siltstone Way
E Trophy St
E Buck Dr
N Sailer Way
N Snowfield Pl
LEGEND
BOISE-KUNA IRRIGATION DISTRICT
NEW YORK IRR

(Space above reserved for recording)

ORDINANCE 2019-17
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [DB Development LLC real property]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

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

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the "KMIS"); and

1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and

1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor's office as DB DEVELOPMENT LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the "SUBJECT REAL PROPERTIES") within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and

1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 7th day of May, 2019.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON DB DEVELOPMENT LLC

A parcel of land situated in a portion of the Northwest 1/4 of the Southwest 1/4 of Section 14, Township 2 North, Range 1 West, B.M., City of Kuna, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Southwest corner of said Section 14, which bears S00°14'54"W a distance of 2,661.44 feet from a found brass cap marking the West 1/4 corner of said Section 14, thence following the westerly line of the Southwest 1/4 of said Section 14, N00°14'54"E a distance of 1,330.72 feet to a found 5/8-inch rebar marking the Southwest corner of said Northwest 1/4 of the Southwest 1/4 (South 1/16 Corner of Sections 14 and 15);
Thence leaving said westerly line and following the southerly line of said Northwest 1/4 of the Southwest 1/4, S89°45'56"E a distance of 48.00 feet to a found 5/8-inch rebar on the easterly right-of-way line of North Ten Mile Road and being the **POINT OF BEGINNING.**

Thence leaving said southerly line and following said easterly right-of-way line, N00°14'54"E a distance of 576.19 feet to a set 5/8-inch rebar;
Thence leaving said easterly right-of-way line, S89°45'06"E a distance of 189.84 feet to a set 5/8-inch rebar;
Thence S00°14'54"W a distance of 59.05 feet to a set 5/8-inch rebar;
Thence S89°45'06"E a distance of 54.00 feet to a set 5/8-inch rebar;
Thence S00°14'54"W a distance of 254.00 feet to a set 5/8-inch rebar;
Thence S89°45'06"E a distance of 866.74 feet to a set 5/8-inch rebar;
Thence N00°14'54"E a distance of 5.13 feet to a set 5/8-inch rebar;
Thence N53°17'28"W a distance of 24.45 feet to a set 5/8-inch rebar;
Thence N00°14'04"E a distance of 50.00 feet to a set 5/8-inch rebar;
Thence S89°45'56"E a distance of 40.03 feet to a set 5/8-inch rebar;
Thence N00°00'45"E a distance of 105.08 feet to a set 5/8-inch rebar on the boundary of the United States Teed Lateral easement;
Thence following said easement, S85°11'05"E a distance of 140.36 feet to a set 5/8-inch rebar on the easterly line of said Northwest 1/4 of the Southwest 1/4 and also being on the subdivision boundary of Palomar Heights No. 5 Subdivision (Book 82, Pages 9045-9047 records of Ada County, Idaho);
Thence leaving said easement and following said easterly line and said subdivision boundary of Palomar Heights No. 5 Subdivision, S00°09'17"W a distance of 426.41 feet to a found 5/8-inch rebar marking the Southeast corner of said Northwest 1/4 of the Southwest 1/4 (Southwest 1/16 corner);
Thence leaving said easterly line and following the southerly line of said Northwest 1/4 of the Southwest 1/4 and said subdivision boundary of Palomar Heights No. 5 Subdivision and Palomar Heights No. 3 Subdivision (Book 79, Pages 8474-8476, records of Ada County, Idaho), N89°45'56"W a distance of 1,271.12 feet to the **POINT OF BEGINNING.**

Said parcel contains 9.953 acres, more or less.

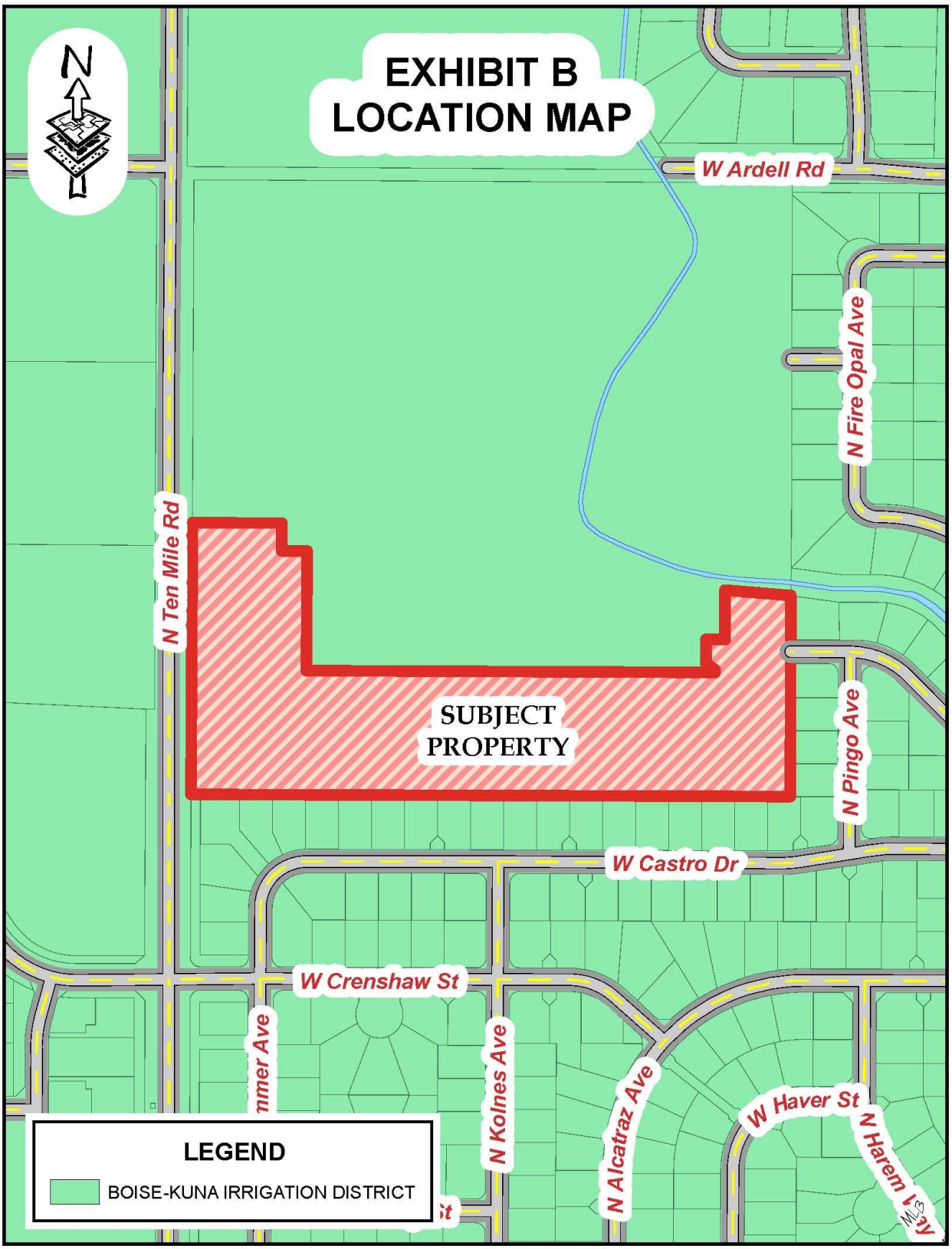


EXHIBIT B
LOCATION MAP
N
W Ardell Rd
N Fire Opal Ave
N Ten Mile Rd
SUBJECT
PROPERTY
N Pingo Ave
W Castro Dr
W Crenshaw St
N Kolnes Ave
N Alcatraz Ave
W Haver St
N Harem Way
LEGEND
BOISE-KUNA IRRIGATION DISTRICT