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

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

City Council Meeting
AGENDA
Tuesday, June 15, 2021

6:00 P.M. REGULAR CITY COUNCIL

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

1. Call to Order and Roll Call

2. Invocation: *None*

3. Pledge of Allegiance: Mayor Stear

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

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

A. Regular City Council Meeting Minutes Dated June 1, 2021

B. Accounts Payable Dated June 9, 2021 in the amount of $438,372.85

C. Case No. 21-07-FP Silver Trail No. 7 – Final Plat approval for Silver Trail No. 7. The project is approx. 10.45 acres with an R-6 (Medium Density Residential) zoning designation, and will consist of 30 single-family buildable lots and ten (10) common lots. The subject site is located approx. one-half mile East of the S Ten Mile Road and W Mason Creek Street intersection (APN: R1727750166); Section 11, Township 2 North, Range 1 West.

D. Findings of Fact and Conclusions of Law for Case No. 21-01-CPF (Combo Plat) – Willa Fields Subdivision.

E. Resolution No. R21-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY PATAGONIA DEVELOPMENT, LLC, FOR PATAGONIA

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

SUBDIVISION NO. 8 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, LANDSCAPING, AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. External Reports or Requests:

A. Audit Report – Cassie Zattier, Bailey and Co.

6. Public Hearings:

A. **Case No. 21-01-AN (Annexation) Coffelt** - Addison Coffelt requests approval to annex approximately 4.00 acres into Kuna City limits with an R-2 (Low Density Residential) zoning district classification. The subject site is located at 8800 S Linder Road, Meridian, ID 83642, within Section 12, Township 2 North, Range 1 West (APN: S1312325400).

http://kunacity.id.gov/DocumentCenter/View/7587/21-01-AN-Coffelt-CC-Staff-Packet-PDF

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation
Potential Motions:
Consideration to either:
Option 1: Approve or Deny Case and Close the Public Hearing
Option 2: Continue the Public Hearing to a time and date certain.

B. **Case No. 20-07-AN (Annexation), 20-16-S (Pre Plat) – Arrowwood Heights Subdivision;** Applicant requests to annex approximately 53.13 acres into the City of Kuna and zone approximately (approx.) 33.71 acres as R-6 Medium Density Residential (MDR), 7.59 acres as R-8 MDR, and 9.79 acres as C-1 Neighborhood Commercial. Applicant proposes 203 total lots (177 buildable lots and 26 common lots). The C-1 parcel (9.79 ac.), will be subdivided and developed in the future by others. The subject site is adjacent to Kuna City limits on the north and is currently zoned RR (Rural Residential) in Ada County. The subject site is located at 7445 S. Ten Mile Road, Meridian, ID 83642, within Section 3, Township 2 North, Range 1 West; (APN: S1303417354).

http://kunacity.id.gov/DocumentCenter/View/7590/21-07-AN-Arrowwood-Height-CC-packet-PDF

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation
Potential Motions:
Consideration to either:
Option 1: Approve or Deny Case and Close the Public Hearing
Option 2: Continue the Public Hearing to a time and date certain.

7. Business Items:

A. Consideration to approve Resolution No. R20-2021, Bill Gigray, City Attorney. ACTION ITEM

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

- MAKING CERTAIN FINDINGS AND PURPOSES;
- AUTHORIZING THE CITY PARKS AND RECREATION DIRECTOR, IN CONJUNCTION WITH THE CITY ATTORNEY, AND NECESSARY STAFF AND AGENTS OF THIS CITY TO EXERCISE THE CITY'S RIGHT OF EMINENT DOMAIN FOR ADDITIONAL REAL PROPERTY FOR USE BY THE CITY FOR PUBLIC BUILDINGS AND PUBLIC GROUNDS;
- AUTHORIZING ANY AND ALL NECESSARY ACTIONS RELATED THERETO; AND
- PROVIDING AN EFFECTIVE DATE.

B. Consideration to approve Resolution No. R22-2021, Bill Gigray, City Attorney. ACTION ITEM

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

- MAKING CERTAIN FINDINGS;
- AUTHORIZING THE MAYOR TO SIGN, AND THE CITY CLERK TO ATTEST, TO A PRELITIGATION SETTLEMENT AGREEMENT BETWEEN THE CITY, UNION PACIFIC RAILROAD COMPANY, THE ADA COUNTY HIGHWAY DISTRICT, AND INTERMOUNTAIN GAS COMPANY RELATED TO AN EMINENT DOMAIN ACTION AUTHORIZED BY CITY RESOLUTION NO. 20-2021; AND
- PROVIDING AN EFFECTIVE DATE.

C. FY 2022 Budget Workshop, Jared Empey, City Treasurer. ACTION ITEM

8. Ordinances:

A. Consideration to approve Ordinance No. 2021-14 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 PATAGONIA 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 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

9. Executive Session: None

10. Mayor/Council Announcements:

11. Adjournment:

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

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

City Council Meeting
MINUTES
Tuesday, June 1, 2021

6:00 P.M. REGULAR CITY COUNCIL

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

1. *Call to Order and Roll Call*

(Timestamp 00:00:20)

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

CITY STAFF PRESENT:
Bill Gigray, City Attorney – In Person
Chris Engels, City Clerk – In Person
Jared Empey, City Treasurer – In Person
Nancy Stauffer, Human Resources Director – In Person
Paul Stevens, Public Works Director – In Person
Bobby Withrow, Parks Director – In Person
Mike Fratusco, Kuna Police Chief – In Person
Jace Hellman, P & Z Director – In Person

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

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

(*Timestamp 00:00:40)*

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

(Timestamp 00:01:00)

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.

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A. Regular City Council Meeting Minutes Dated May 18, 2021

B. Accounts Payable Dated May 13, 2021 in the amount of $249,396.91

C. Consideration to approve Resolution R19-2021
A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY BLACK CREEK LLP, FOR THE JOURNEY'S END SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, STREET LIGHTING, AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

D. Consideration to approve Final Plat Case No. 21-06-FP Ashton Estates No. 4
Final Plat approval for Ashton Estates Subdivision No. 4. The project is approx. 8.99 acres with an R-8 (Medium/High Density Residential) zoning designation and will consist of 51 Single-Family Residential buildable lots, 13 common lots, and two (2) shared driveways. The subject site is located 1/4 -mile East of the N Meridian Road and E Meadow View Drive intersection (APN: S1419241000); Section 19, Township 2 North, Range 1 East.

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

5. External Reports or Requests: *None*

6. Public Hearings:

(Timestamp 00:01:39)

A. **21-01-CPF (Combination Preliminary & Final Plat) Willa Fields Subdivision:** The applicant requests approval for a Combined Preliminary & Final Plat in order to subdivide approximately 2.00 acres into two single family residential lots. The property is zoned R-6 (Medium Density Residential) within Kuna City Limits. The subject site is located at 1220 S Ash Avenue, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070501193). Doug Hanson, Planner II ACTION ITEM

https://www.kunacity.id.gov/DocumentCenter/View/7578/Willa-Fields-Staff-Packet-CC-612021

Planner II Doug Hanson presented the application and recommendations of compliance with staff reports. Mr. Hanson stood for questions.

Joel Hurtle, applicant, presented the details of his applications and stood for questions.

Council Member Christensen asked if the applicant was able to come into compliance with the requests from Kuna Fire District.

No attendees signed up to testify.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation
Potential Motions:
Consideration to either:
Option 1: Approve or Deny Case and Close the Public Hearing
Option 2: Continue the Public Hearing to a time and date certain.

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

Motion To: Approve 21-01-CPF (Combination Preliminary & Final Plat) Willa Fields Subdivision and close the public hearing.
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

(Timestamp 00:07:20)

B. **Case No. 21-02-AN (Annexation) Markovetz Properties**: Michelle Carroll with City of Trees Real Estate, on behalf of her clients Donald & Carol Markovetz, requests to Annex approx. 33.02 ac. into Kuna City Limits with an R-8 (Medium/High Density Residential) zoning designation. (APNs: R5462680010, R5462680020, R5462680070, R5462680100 & R5462680110). Jessica Reid, Planning Services Specialist ACTION ITEM

https://www.kunacity.id.gov/DocumentCenter/View/7581/21-02-AN-Markovetz-CC-Packet

Planning Services Specialist Jessica Reid presented the case and read into the record the Verbatim Minutes from the Kuna Planning & Zoning Commission of April 13, 2021. She stood for questions.

Applicants……would like to amend to R-6 as planning has been done at that density. R-4 could be considered if required.

for the record, applicants compared a neighborhood that is close by that has the same zoning as proposed and they noted that it worked.

Against

(Timestamp 00:17:15)
represents the HOA…. six properties…clarified if the letter has been seen with signatures…. concern is with the R-8 and R-6…annexation at R-8.

Support

Neutral

Rebuttal – application only for annexation and preliminary plat.

Council Member Christensen asked Ms. Reid about the P&Z Minutes that were provided.

Ms. Reid responded with an explanation for the zoning.

Council Member Christensen asked about surface water rights

Planning & Zoning Jace Hellman explained ……design a private system up to city standards….prohibit connection into the city system.

Angela Bruno clarified they have applied for the water rights.

Council Member Laraway clarified the water rights in discussion were for irrigation.

Ms. Reid responded.

Council Member Laraway asked about potable water and sewer.

Ms. Reid responded.

City Engineer Paul Stevens explained the subdivision will hook up to sewer and water.

Council Member Cardoza asked if the homes are on septic. If they are within three hundred feet, will they have to hook up to irrigation?

Mr. Stevens explained that when their systems fail, they have to connect.

Council Member Cardoza asked about a well for the pressurized irrigation.

Michelle Carol responded that the application has been submitted.

City Attorney reviewed notes regarding the annexation designation.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation
Potential Motions:
Consideration to either:
Option 1: Approve or Deny Case and Close the Public Hearing
Option 2: Continue the Public Hearing to a time and date certain.

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

Motion To: Deny 21-02-AN (Annexation) Markovetz Properties
Motion By: Council Member Cardoza
Motion Seconded: Council Member Laraway
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

*8. **Business Items:** None*

(Timestamp 00:42:34)

A. Direction on Bernie Fisher Park upgrades, Bobby Withrow, Parks & Facilities Director
ACTION ITEM

Parks & Facilities Director Bobby Withrow presented his project and stood for questions.

Council Member Cardoza asked about Bidding.

Mr. Withrow explained.

Council Member Christensen asked about the impact the cost would have on the Parks budget.

Jared Empey, City Treasurer, explained that there are no concerns with the cost and the impact it would have on the budget for the Parks Department.

*9. **Ordinances:** None*

*10. **Executive Session:*** ACTION ITEM

(Timestamp 00:52:00)

Convene Executive Session pursuant to:

Idaho Code Section 74-206 (1)(c)
(c) To receive information regarding the acquisition of an interest in real property which is not owned by the City of Kuna.

Motion To: Convene Executive Session pursuant to:
Idaho Code Section 74-206 (1)(c)
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

- Me, Bobby, Chief Frutusco, and Jared were the staff present. Council and mayor present.
- Mayor talked about acquiring property very near city council for the purpose of constructing a police department for the City.
    - Current owner appears willing to sale.
    - Mayor considered the property to be sufficient for what the City needs now for a police department, but the police could outgrow it and the facility could be used for other purposes.
    - Greg Nielsen (Nelson?) is the prospective seller.
    - There is a house on the property that would be retrofitted for the department.
- Chief Fratusco also commented.
    - Chief said the department has already outgrown its existing facility.
    - Explained the number of staff currently working for the department, and that they really only have room for 1 more person in the physical space they are now using.
    - Detectives currently all share offices.
    - Sargent does not have a private office.
    - He described the space as having been "adequate" but that the department is/has quickly outgrown it.
    - Due to population increases, he expects staff will have to grow even more in the near term.
    - He also felt it would be helpful to be located more near the City core than their current substation. Due to the number of calls from the core area, being over here would be convenience benefit.
- Cardoza said he thought it was a good idea to acquire it.
- Mayor added that someone named "Liz" has no intention of moving back to the house and is willing to consider selling it.
- Jared briefly explained what funds are available to help fund this kind of purchase.
- Some scattered discussion about no topic in particular.
- Council discussed that Jared would likely be the one authorized to get the appraisal.
- Came back on the record and made a motion to end executive session.
- Chris, Jace, and a woman I didn't recognize came back in after the executive session ended.

Motion To: End Executive Session pursuant to:
Idaho Code Section 74-206 (1)(c)
Motion By: Council President McPherson

Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

11. Business Continued: ACTION ITEM

(Timestamp 00:53:10)

Consideration to authorize appraisal of real property which is not owned by the City of Kuna. Mayor Stear

Motion To: Authorize the appraisal of real property not owned by the city
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0
Absent: None

12. Mayor/Council Announcements:

(Timestamp 00:53:54)

Mayor Stear briefed on House Bill 389. Caldwell implemented a temporary moratorium.

City Treasurer Jared Empey City Treasurer reviewed HB 389.

Mayor Stear posting ED position.

Council President McPherson spoke about the Market Village and the RV dump and updates that need to be considered.

13. Adjournment: **7:21**

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 06.15.2021

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2M COMPANY, INC.												
1461	2M COMPANY, INC.	204004226-00	11644	VALVES FOR SPRINKLERS, B. BOWEN, MAY. '21	05/13/2021	46.93	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total 204004226-00:						46.93	.00					
1461	2M COMPANY, INC.	204005072-00	11749	SPRINKLER PARTS FOR LAGOONS, J. DALRYMPLE, JUNE'21	06/03/2021	56.96	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 204005072-00:						56.96	.00					
Total 2M COMPANY, INC.:						103.89	.00					
A COMPANY, INC.												
1463	A COMPANY, INC.	114-12006335		3 EA DELUXE RESTROOM RENTALS AND SERVICE, SPECIAL EVENT, KUNA FAIR, MAY'21	05/26/2021	783.48	783.48	03-6384 EXP-COMMUNITY EVENTS	0	5/21	05/28/2021	
Total 114-12006335:						783.48	783.48					
1463	A COMPANY, INC.	114-12023273		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 5/28/21 - 6/24/21, MAY'21 - BUTLER PARK	05/31/2021	212.57	.00	01-6212 RENT-EQUIPMENT	1004	6/21		
Total 114-12023273:						212.57	.00					
1463	A COMPANY, INC.	114-12028634		DELUXE & ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, SPECIAL EVENT SERVICE FOR HOMETOWN FAIR, BERNIE								

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
				FISHER PARK, 5/21/21 - 5/24/21 - BERNIE FISHER PARK	05/31/2021	2,361.47	.00	03-6384 EXP-COMMUNITY EVENTS	0	6/21		
Total 114-12028634:						2,361.47	.00					
Total A COMPANY, INC.:						3,357.52	783.48					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	05312021ACH		ACHD IMPACT FEE, MAY '21	05/31/2021	205,980.00	205,980.00	01-2510 ACHD IMPACT FEE TRANSFER	0	6/21	06/03/2021	
Total 05312021ACHDI:						205,980.00	205,980.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						205,980.00	205,980.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	IN-8001081258		INTERNET SERVICES FOR PARKS OFFICE, 6/1-30/21	06/02/2021	164.75	.00	01-6290 UTILITIES	1004	6/21		
Total IN-80010812583:						164.75	.00					
Total ADVANCED COMMUNICATIONS, INC.:						164.75	.00					
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	72760		COMMERCIAL QUARTERLY PEST CONTROL, TREATMENT PLANT, MAR.'21 - WATER	03/25/2021	46.20	46.20	20-6140 MAINT. & REPAIR BUILDING	0	6/21	06/03/2021	
1804	ALPHA HOME PEST CONTROL, LLC	72760		COMMERCIAL QUARTERLY PEST CONTROL, TREATMENT PLANT, MAR.'21 - SEWER	03/25/2021	46.20	46.20	21-6140 MAINT & REPAIR BUILDING	0	6/21	06/03/2021	
1804	ALPHA HOME PEST CONTROL, LLC	72760		COMMERCIAL QUARTERLY PEST CONTROL, TREATMENT PLANT, MAR.'21 - P.I	03/25/2021	17.60	17.60	25-6140 MAINT & REPAIR BUILDING	0	6/21	06/03/2021	
Total 72760:						110.00	110.00					

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 ALPHA HOME PEST CONTROL, LLC:						110.00	110.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	81585		MONTHLY BACTERIA SAMPLES MAY '21	05/31/2021	537.70	.00	20-6150 M & R - SYSTEM	0	6/21		
Total 81585:						537.70	.00					
1	ANALYTICAL LABORATORIES	81586		LAB TESTS, MAY '21	05/31/2021	2,054.85	.00	21-6152 M & R - LABORATORY COSTS	0	6/21		
Total 81586:						2,054.85	.00					
Total ANALYTICAL LABORATORIES:						2,592.55	.00					
B & N LEGACY												
2087	B & N LEGACY	1	11713	KUNA HOMETOWN FAIR EVENT CATERING PERMIT, BARTENDER (4-10 PM) AND SECURITY (5-10 PM), C.ENGELS, MAY'21	05/21/2021	180.00	.00	03-6384 EXP-COMMUNITY EVENTS	0	6/21		
Total 1:						180.00	.00					
2087	B & N LEGACY	2	11713	KUNA HOMETOWN FAIR EVENT CATERING, BARTENDER (11AM -11PM) AND SECURITY (11AM-11PM), MAY'21	05/22/2021	200.00	.00	03-6384 EXP-COMMUNITY EVENTS	0	6/21		
Total 2:						200.00	.00					
Total B & N LEGACY:						380.00	.00					
BAILEY & COMPANY, CHARTERED												
125	BAILEY & COMPANY, CHARTERED	102630		FYE 2020 ANNUAL AUDIT SERVICES, JUN.'21- ADMIN	06/08/2021	4,500.00	.00	01-6202 PR0FESSI0NAL SERVICES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
125	BAILEY & COMPANY, CHARTERED	102630		FYE 2020 ANNUAL AUDIT SERVICES, JUN.'21- WATER	06/08/2021	5,940.00	.00	20-6202 PROFESSIONAL SERVICES	0	6/21		
125	BAILEY & COMPANY, CHARTERED	102630		FYE 2020 ANNUAL AUDIT SERVICES, JUN.'21- SEWER	06/08/2021	5,940.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	6/21		
125	BAILEY & COMPANY, CHARTERED	102630		FYE 2020 ANNUAL AUDIT SERVICES, JUN.'21-PI	06/08/2021	1,620.00	.00	25-6202 PROFESSIONAL SERVICES	0	6/21		
Total 102630:						18,000.00	.00					
Total BAILEY & COMPANY, CHARTERED:						18,000.00	.00					
BARRY RENTAL INC												
1899	BARRY RENTAL INC	730983		BLADE FOR TOOL CAT BUCKET, B.GILLOGLY, MAY'21	05/18/2021	173.26	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/21		
Total 730983:						173.26	.00					
Total BARRY RENTAL INC:						173.26	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	9283	11592	FORK LIFT RENTAL, FOR MOVING WOOD AT ECON VILLAGE, MAY'21	05/05/2021	120.00	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total 9283:						120.00	.00					
1846	BIG SKY RENTALS LLC	9313	11640	SOD CUTTER RENTAL, J. DURHAM, MAY. '21	05/12/2021	44.00	.00	01-6212 RENT-EQUIPMENT	1004	6/21		
Total 9313:						44.00	.00					
1846	BIG SKY RENTALS LLC	9360	11696	TOWABLE LIGHT TOWER FOR KUNA FAIR, M. MEADE, MAY'21	05/22/2021	375.00	.00	03-6384 EXP-COMMUNITY EVENTS	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 9360:						375.00	.00					
1846	BIG SKY RENTALS LLC	9366	11711	6.5 GALLONS PROPANE, M. NADEAU, MAY'21 - SEWER	05/26/2021	19.44	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 9366:						19.44	.00					
Total BIG SKY RENTALS LLC:						558.44	.00					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	B 104852	11652	ANNUAL CRANE INSPECTION, CHAIR HOIST MAINTENANCE IN PROCESS BUILDING, M.NADEAU, MAY'21	05/24/2021	625.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/21		
Total B 104852:						625.00	.00					
Total BOISE RIGGING SUPPLY:						625.00	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	168485	11739	2 CASES OF TOILET PAPER, 4 CASES OF PAPER TOWELS, FOR CITY HALL, G. SMITH, JUNE'21 - ADMIN	06/03/2021	163.48	.00	01-6025 JANITORIAL	0	6/21		
1795	BUYWYZ LLC	168485	11739	2 CASES OF TOILET PAPER, 4 CASES OF PAPER TOWELS, FOR CITY HALL, G. SMITH, JUNE'21 - WATER	06/03/2021	111.86	.00	20-6025 JANITORIAL	0	6/21		
1795	BUYWYZ LLC	168485	11739	2 CASES OF TOILET PAPER, 4 CASES OF PAPER TOWELS, FOR CITY HALL, G. SMITH, JUNE'21 - SEWER	06/03/2021	111.86	.00	21-6025 JANITORIAL	0	6/21		
1795	BUYWYZ LLC	168485	11739	2 CASES OF TOILET PAPER, 4 CASES OF PAPER TOWELS, FOR CITY HALL, G. SMITH, JUNE'21 - PI	06/03/2021	43.02	.00	25-6025 JANITORIAL	0	6/21		
Total 168485:						430.22	.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
1795	BUYWYZ LLC	168487	11740	1 EA BOX FILE FOLDERS, FOR P&Z, J. REID, JUNE'21 - P&Z	06/03/2021	21.16	.00	01-6165 OFFICE SUPPLIES	1003	6/21		
1795	BUYWYZ LLC	168487	11740	1 EA BOX OF AA BATTERIES, 1 EA BAG OF BULK HARD CANDY, CITY HALL, FOR CITY HALL, G. SMITH, JUNE'21 - ADMIN	06/03/2021	19.44	.00	01-6165 OFFICE SUPPLIES	0	6/21		
1795	BUYWYZ LLC	168487		1 EA BOX OF AA BATTERIES, 1 EA BAG OF BULK HARD CANDY, CITY HALL, FOR CITY HALL, G. SMITH, JUNE'21 - WATER	06/03/2021	13.31	.00	20-6165 0FFICE SUPPLIES	0	6/21		
1795	BUYWYZ LLC	168487		1 EA BOX OF AA BATTERIES, 1 EA BAG OF BULK HARD CANDY, CITY HALL, FOR CITY HALL, G. SMITH, JUNE'21 - SEWER	06/03/2021	13.31	.00	21-6165 OFFICE SUPPLIES	0	6/21		
1795	BUYWYZ LLC	168487		1 EA BOX OF AA BATTERIES, 1 EA BAG OF BULK HARD CANDY, CITY HALL, FOR CITY HALL, G. SMITH, JUNE'21 - PI	06/03/2021	5.11	.00	25-6165 OFFICE SUPPLIES	0	6/21		
Total 168487:						72.33	.00					
1795	BUYWYZ LLC	168492	11740	1 DZ BLUE PENS, FOR TREATMENT PLANT, D. CROSSLEY, JUNE'21 - WATER	06/03/2021	5.36	.00	20-6165 0FFICE SUPPLIES	0	6/21		
1795	BUYWYZ LLC	168492	11740	1 DZ BLUE PENS, FOR TREATMENT PLANT, D. CROSSLEY, JUNE'21 - SEWER	06/03/2021	5.36	.00	21-6165 OFFICE SUPPLIES	0	6/21		
1795	BUYWYZ LLC	168492	11740	1 DZ BLUE PENS, FOR TREATMENT PLANT, D. CROSSLEY, JUNE'21 - WATER	06/03/2021	2.04	.00	25-6165 OFFICE SUPPLIES	0	6/21		
Total 168492:						12.76	.00					
Total BUYWYZ LLC:						515.31	.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	10902		WATER SERVICE REPAIRS ON MENDI, C.DEYOUNG, JUN.'21	06/01/2021	460.00	.00	20-6150 M & R - SYSTEM	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 10902:						460.00	.00					
Total CAPITAL PAVING CO:						460.00	.00					
CASELLE INC												
1239	CASELLE INC	110003		CONTRACT SUPPORT AND MAINTENANCE FOR 7/1-31/21 - ADMIN	06/01/2021	661.20	.00	01-6052 CONTRACT SERVICES	0	6/21		
1239	CASELLE INC	110003		CONTRACT SUPPORT AND MAINTENANCE FOR 7/1-31/21 - WATER	06/01/2021	452.40	.00	20-6052 CONTRACT SERVICES	0	6/21		
1239	CASELLE INC	110003		CONTRACT SUPPORT AND MAINTENANCE FOR 7/1-31/21 - SEWER	06/01/2021	452.40	.00	21-6052 C0NTRACT SERVICES	0	6/21		
1239	CASELLE INC	110003		CONTRACT SUPPORT AND MAINTENANCE FOR 7/1-31/21 - P.I	06/01/2021	174.00	.00	25-6052 C0NTRACT SERVICES	0	6/21		
Total 110003:						1,740.00	.00					
Total CASELLE INC:						1,740.00	.00					
COMPASS												
4	COMPASS	221052		BUILDING FOOTPRINTS AND DATA FROM LIDAR, REMAINING AMOUNT DUE, INVOICE 221052 - ADMIN	05/28/2021	552.50	552.50	01-6160 MISCELLANE0US EXPENSES	0	5/21	05/28/2021	
4	COMPASS	221052		BUILDING FOOTPRINTS AND DATA FROM LIDAR, REMAINING AMOUNT DUE, INVOICE 221052 - WATER	05/28/2021	221.00	221.00	20-6160 MISCELLANE0US EXPENSES	0	5/21	05/28/2021	
4	COMPASS	221052		BUILDING FOOTPRINTS AND DATA FROM LIDAR, REMAINING AMOUNT DUE, INVOICE 221052 - SEWER	05/28/2021	221.00	221.00	21-6160 MISCELLANE0US EXPENSES	0	5/21	05/28/2021	
4	COMPASS	221052		BUILDING FOOTPRINTS AND DATA FROM LIDAR, REMAINING AMOUNT DUE, INVOICE 221052 - P.I	05/28/2021	110.49	110.49	25-6160 MISCELLANE0US EXPENSES	0	5/21	05/28/2021	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 221052:						1,104.99	1,104.99					
Total COMPASS:						1,104.99	1,104.99					
CORE & MAIN LP												
63	CORE & MAIN LP	N684736	11727	FIXED BASE NEPTUNE 360 SOFTWARE AND TRAINING, MAY'21	05/28/2021	6,675.00	.00	20-6166 PP&E PURCHASES OPERATIONS	1244	6/21		
Total N684736:						6,675.00	.00					
63	CORE & MAIN LP	O062409		FIXTURES FOR IRRIGATION, J.COX, MAY'21	05/20/2021	1,098.88	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/21		
Total O062409:						1,098.88	.00					
63	CORE & MAIN LP	O257781	11728	METER LIDS, MAY'21	05/28/2021	500.72	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	6/21		
Total O257781:						500.72	.00					
Total CORE & MAIN LP:						8,274.60	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8671	11715	BAD BREAKER AT 10 MILE LIFT STATION REPAIRED, T. FLEMING, MAY .'21	05/26/2021	1,410.99	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 8671:						1,410.99	.00					
147	CUSTOM ELECTRIC, INC.	8676	11733	WIRING FIXED AT DANSKIN LIFT STATION, T.FLEMING, MAY'21	05/27/2021	4,312.32	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 8676:						4,312.32	.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.	8678		TROUBLESHOOTING PLC ISSUES AT PLANT BASINS, R.DAVILA, MAY'21	05/28/2021	170.00	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 8678:						170.00	.00					
147	CUSTOM ELECTRIC, INC.	8681	11750	TROUBLESHOOTING GROUND FAULT, WELL #10 PUMP MOTOR, C.DEYOUNG, JUN.'21	06/03/2021	185.00	.00	20-6150 M & R - SYSTEM	0	6/21		
Total 8681:						185.00	.00					
Total CUSTOM ELECTRIC, INC.:						6,078.31	.00					
D & B SUPPLY												
75	D & B SUPPLY	49984	11760	BUSHINGS AND TANK VALVES, R.DAVILA, JUN.'21	06/04/2021	17.34	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 49984:						17.34	.00					
75	D & B SUPPLY	71714	11724	SCREWS FOR SPLASH PAD, J. DURHAM, MAY .'21	05/27/2021	4.95	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total 71714:						4.95	.00					
75	D & B SUPPLY	84211	11723	TARP STRAP AND PRIMER BULB, S.HOWELL, MAY'21	05/27/2021	5.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total 84211:						5.98	.00					
Total D & B SUPPLY:						28.27	.00					
DIGLINE												
25	DIGLINE	0065884-IN		DIG FEES, MAY '21 - WATER	05/31/2021	378.38	.00	20-6065 DIG LINE EXPENSE	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
25	DIGLINE	0065884-IN		DIG FEES, MAY '21 - SEWER	05/31/2021	378.38	.00	21-6065 DIG LINE EXPENSE	0	6/21		
25	DIGLINE	0065884-IN		DIG FEES, MAY '21 - P.I	05/31/2021	144.14	.00	25-6065 DIG LINE EXPENSE	0	6/21		
Total 0065884-IN:						900.90	.00					
Total DIGLINE:						900.90	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	05312021DMH		PLUMBING PERMITS, MAY '21	05/31/2021	12,290.03	12,290.03	01-6052 CONTRACT SERVICES	1005	6/21	06/03/2021	
Total 05312021DMH:						12,290.03	12,290.03					
Total DMH ENTERPRISES:						12,290.03	12,290.03					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	05312021ECI		ELECTRICAL PERMITS, MAY'21	05/31/2021	13,778.62	13,778.62	01-6052 CONTRACT SERVICES	1005	6/21	06/03/2021	
Total 05312021ECI:						13,778.62	13,778.62					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						13,778.62	13,778.62					
FASTENAL COMPANY												
1507	FASTENAL COMPANY	IDCAD109557	11670	42 PAIR FLEXGUARD GLOVES, VARIOUS SIZES, M. NADEAU, MAY'21	05/19/2021	159.29	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	6/21		
Total IDCAD109557:						159.29	.00					
Total FASTENAL COMPANY:						159.29	.00					
FATBEAM LLC												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1831	FATBEAM LLC	18418		INTERNET SERVICE FOR JUNE 2021 - ADMIN	06/01/2021	95.00	.00	01-6052 CONTRACT SERVICES	0	6/21		
1831	FATBEAM LLC	18418		INTERNET SERVICE FOR JUNE 2021 - WATER	06/01/2021	65.00	.00	20-6052 CONTRACT SERVICES	0	6/21		
1831	FATBEAM LLC	18418		INTERNET SERVICE FOR JUNE 2021 - SEWER	06/01/2021	65.00	.00	21-6052 C0NTRACT SERVICES	0	6/21		
1831	FATBEAM LLC	18418		INTERNET SERVICE FOR JUNE 2021 - P.I	06/01/2021	25.00	.00	25-6052 C0NTRACT SERVICES	0	6/21		
Total 18418:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0779250-1		6 EA AIR VENT RELEASE VALVES, FOR IRRIGATION, C.DEYOUNG, MAY'21	05/19/2021	173.54	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/21		
Total 0779250-1:						173.54	.00					
219	FERGUSON ENTERPRISES INC	0783273	11721	1 EA METER WRENCH AND 5 METER EXTENDERS, B.BURR, JUN.'21	05/27/2021	336.75	.00	20-6175 SMALL TOOLS	0	6/21		
Total 0783273:						336.75	.00					
219	FERGUSON ENTERPRISES INC	0783750	11738	2 INCH GALVANIZED UNION, 2 INCH GALVANIZED PIPE, M. NADEU, JUNE'21 - SEWER	06/02/2021	64.92	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 0783750:						64.92	.00					
Total FERGUSON ENTERPRISES INC:						575.21	.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
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	3088		EMAIL FORWARDING AND TEAM VIEWER/COUNCIL CHAMBERS, JUN.'21	06/04/2021	142.50	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/21		
2014	FREUND PROPERTIES LLC	3088		CARD SWIPER INSTALL, EMERGENCY COMPUTER ASSISTANCE (D.HANSON), TEAM VIEWER ASSISTANCE, PASSWORD CHANGES, NEW USER CREATIONS, EMAIL ASSISTANCE, PHONE/WIFI ASSISTANCE, PASSWORD RESETS, CLERKS LAPTOP ASSISTANCE, CALENDAR ACCESS ADDITIONS, JUN.'21 - ADMI	06/04/2021	1,857.06	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/21		
2014	FREUND PROPERTIES LLC	3088		CARD SWIPER INSTALL, EMERGENCY COMPUTER ASSISTANCE (D.HANSON), TEAM VIEWER ASSISTANCE, PASSWORD CHANGES, NEW USER CREATIONS, EMAIL ASSISTANCE, PHONE/WIFI ASSISTANCE, PASSWORD RESETS, CLERKS LAPTOP ASSISTANCE, CALENDAR ACCESS ADDITIONS, JUN.'21 - WATE	06/04/2021	1,270.62	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	6/21		
2014	FREUND PROPERTIES LLC	3088		CARD SWIPER INSTALL, EMERGENCY COMPUTER ASSISTANCE (D.HANSON), TEAM VIEWER ASSISTANCE, PASSWORD CHANGES, NEW USER CREATIONS, EMAIL ASSISTANCE, PHONE/WIFI ASSISTANCE, PASSWORD RESETS, CLERKS LAPTOP ASSISTANCE, CALENDAR ACCESS ADDITIONS, JUN.'21 - SEWE	06/04/2021	1,270.62	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/21		
2014	FREUND PROPERTIES LLC	3088		CARD SWIPER INSTALL, EMERGENCY COMPUTER ASSISTANCE (D.HANSON), TEAM VIEWER ASSISTANCE, PASSWORD CHANGES, NEW USER CREATIONS, EMAIL ASSISTANCE, PHONE/WIFI ASSISTANCE, PASSWORD								

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
				RESETS, CLERKS LAPTOP ASSISTANCE, CALENDAR ACCESS ADDITIONS, JUN.'21 - P.I	06/04/2021	488.70	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/21		
Total 3088:						5,029.50	.00					
Total FREUND PROPERTIES LLC:						5,029.50	.00					
HARBOR FREIGHT TOOLS												
1312	HARBOR FREIGHT TOOLS	778698		PVC AIR HOSES, PVC PIPE CONNECTOR AND BALL VALVES, T.FLEMING, JUN.'21	06/04/2021	109.25	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 778698:						109.25	.00					
Total HARBOR FREIGHT TOOLS:						109.25	.00					
HERITAGE ELECTRICAL CONSTRUCTION INC												
2059	HERITAGE ELECTRICAL CONSTRUCTION INC	INV-11007		REPAIRED OVERHEAD WIRING AND METERS DAMAGED IN ACCIDENT, 475 W SHORELINE DR, MAY'21	05/25/2021	1,875.00	1,875.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/21	05/28/2021	
Total INV-11007:						1,875.00	1,875.00					
Total HERITAGE ELECTRICAL CONSTRUCTION INC:						1,875.00	1,875.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	06/2021		ANIMAL CONTROL CONTRACT SERVICES FOR JUNE 2021	06/01/2021	9,128.33	.00	01-6005 ANIMAL CONTROL SERVICES	0	6/21		
Total 06/2021:						9,128.33	.00					
Total IDAHO HUMANE SOCIETY:						9,128.33	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	05282021I		ELECTRIC SERVICE 04/16-05/17/2021-ADMIN	05/28/2021	109.20	109.20	01-6290 UTILITIES	0	5/21	05/28/2021	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 05282021I:						109.20	109.20					
Total IDAHO POWER CO:						109.20	109.20					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	10086	11678	AD#104127, LEGAL PUBLIC NOTICE, FILE 21-01-AN, COFFELT ANNEXATION, J. REID, MAY. '21	05/26/2021	42.00	.00	01-6125 LEGAL PUBLICATI0NS	1003	6/21		
Total 10086:						42.00	.00					
1802	IDAHO PRESS TRIBUNE, LLC	10087	11677	AD#104134, LEGAL PUBLIC NOTICE, FILE # 20-07-AN, ARROW WOOD HEIGHTS, J. REID, MAY. '21	05/26/2021	54.58	.00	01-6125 LEGAL PUBLICATI0NS	1003	6/21		
Total 10087:						54.58	.00					
Total IDAHO PRESS TRIBUNE, LLC:						96.58	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	05252021ISP		FINGERPRINTING FOR NEW EMPLOYEE, DOC#S21110977, R.SCHMIDT, MAY'21	05/25/2021	10.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	6/21		
1509	IDAHO STATE POLICE	05252021ISP		SOLICITOR BACKGROUND INVESTIGATIONS, DOC #S21107146, S21109631, S21109633, S21109632, (FISH, TOMERLIN, MURPHY, & LADY) MAY'21	05/25/2021	133.00	.00	01-2075 UNEARNED REVENUE	0	6/21		
Total 05252021ISP:						143.00	.00					
Total IDAHO STATE POLICE:						143.00	.00					
IDAHO TOOL & EQUIPMENT, INC.												
1667	IDAHO TOOL & EQUIPMENT, INC.	2105-000238	11628	SMALL TOOLS, T.FLEMING , MAY'21-WATER	05/11/2021	1,006.77	.00	20-6175 SMALL TOOLS	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1667	IDAHO TOOL & EQUIPMENT, INC.	2105-000238	11628	SMALL TOOLS, T.FLEMING , MAY'21-SEWER	05/11/2021	1,006.77	.00	21-6175 SMALL TOOLS	0	6/21		
1667	IDAHO TOOL & EQUIPMENT, INC.	2105-000238		SMALL TOOLS, T.FLEMING , MAY'21-PI	05/11/2021	383.52	.00	25-6175 SMALL TOOLS	0	6/21		
Total 2105-000238:						2,397.06	.00					
1667	IDAHO TOOL & EQUIPMENT, INC.	2105-000251		RETURN ON LX BALDES, INVOICE #2105-000238, D. CROSSLEY, MAY. '21	05/11/2021	-333.64	.00	20-6175 SMALL TOOLS	0	6/21		
1667	IDAHO TOOL & EQUIPMENT, INC.	2105-000251		RETURN ON LX BALDES, INVOICE #2105-000238, D. CROSSLEY, MAY. '21	05/11/2021	-83.41	.00	25-6175 SMALL TOOLS	0	6/21		
Total 2105-000251:						-417.05	.00					
1667	IDAHO TOOL & EQUIPMENT, INC.	2105-000312		RETURN BASIN WRENCHES, RETURN AIR FITTING PLUGS, INVOICE #2105-000238, D. CROSSLEY, MAY. '21	05/11/2021	-321.13	.00	20-6175 SMALL TOOLS	0	6/21		
1667	IDAHO TOOL & EQUIPMENT, INC.	2105-000312		RETURN BASIN WRENCHES, RETURN AIR FITTING PLUGS, INVOICE #2105-000238, D. CROSSLEY, MAY. '21	05/11/2021	-80.28	.00	25-6175 SMALL TOOLS	0	6/21		
Total 2105-000312:						-401.41	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						1,578.60	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	05212021-052		SANITATION RECEIPT TRANSFER 5/21-27/21	05/28/2021	13,221.53	13,221.53	26-7000 SOLID WASTE SERVICE FEES	0	5/21	05/28/2021	
230	J & M SANITATION, INC.	05212021-052		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 5/21-27/21	05/28/2021	-1,306.29	-1,306.29	01-4170 FRANCHISE FEES	0	5/21	05/28/2021	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 05212021-05272021:						11,915.24	11,915.24					
230	J & M SANITATION, INC.	05282021-060		SANITATION RECEIPT TRANSFER 5/28-6/02/21	06/03/2021	22,354.24	22,354.24	26-7000 SOLID WASTE SERVICE FEES	0	6/21	06/03/2021	
230	J & M SANITATION, INC.	05282021-060		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 5/28-6/02/21	06/03/2021	-2,208.60	-2,208.60	01-4170 FRANCHISE FEES	0	6/21	06/03/2021	
Total 05282021-06022021:						20,145.64	20,145.64					
230	J & M SANITATION, INC.	05312021JMM		MAINTENANCE YARD CONTINUED DUMP RENT, MAY'21 - ADMIN	05/31/2021	13.53	.00	01-6212 RENT-EQUIPMENT	0	6/21		
230	J & M SANITATION, INC.	05312021JMM		MAINTENANCE YARD CONTINUED DUMP RENT, MAY'21 - WATER	05/31/2021	5.41	.00	20-6212 RENT - EQUIPMENT	0	6/21		
230	J & M SANITATION, INC.	05312021JMM		MAINTENANCE YARD CONTINUED DUMP RENT, MAY'21 - SEWER	05/31/2021	5.41	.00	21-6212 RENT-EQUIPMENT	0	6/21		
230	J & M SANITATION, INC.	05312021JMM		MAINTENANCE YARD CONTINUED DUMP RENT, MAY'21 - P.I	05/31/2021	2.70	.00	25-6212 RENT - EQUIPMENT	0	6/21		
Total 05312021JMMY:						27.05	.00					
230	J & M SANITATION, INC.	05312021JM-S		SLUDGE REMOVAL FOR MAY 2021	05/31/2021	4,678.93	.00	21-6153 M & R - SLUDGE DISPOSAL	0	6/21		
Total 05312021JM-S:						4,678.93	.00					
Total J & M SANITATION, INC.:						36,766.86	32,060.88					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	378		JANITORIAL SERVICES FOR JUNE 2021, CITY HALL - ADMIN	06/04/2021	212.80	.00	01-6025 JANITORIAL	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1976	JONATHAN STRICKLAND	378		JANITORIAL SERVICES FOR JUNE 2021, CITY HALL - WATER	06/04/2021	145.60	.00	20-6025 JANITORIAL	0	6/21		
1976	JONATHAN STRICKLAND	378		JANITORIAL SERVICES FOR JUNE 2021, CITY HALL - SEWER	06/04/2021	145.60	.00	21-6025 JANITORIAL	0	6/21		
1976	JONATHAN STRICKLAND	378		JANITORIAL SERVICES FOR JUNE 2021, CITY HALL - P.I	06/04/2021	56.00	.00	25-6025 JANITORIAL	0	6/21		
Total 378:						560.00	.00					
1976	JONATHAN STRICKLAND	379		JANITORIAL SERVICES FOR JUNE 2021 - SENIOR CENTER	06/04/2021	446.00	.00	01-6025 JANITORIAL	1001	6/21		
Total 379:						446.00	.00					
1976	JONATHAN STRICKLAND	380		JANITORIAL SERVICES FOR JUNE 2021, TREATMENT PLANT - WATER	06/04/2021	100.80	.00	20-6025 JANITORIAL	0	6/21		
1976	JONATHAN STRICKLAND	380		JANITORIAL SERVICES FOR JUNE 2021, TREATMENT PLANT - SEWER	06/04/2021	100.80	.00	21-6025 JANITORIAL	0	6/21		
1976	JONATHAN STRICKLAND	380		JANITORIAL SERVICES FOR JUNE 2021, TREATMENT PLANT - P.I	06/04/2021	38.40	.00	25-6025 JANITORIAL	0	6/21		
Total 380:						240.00	.00					
Total JONATHAN STRICKLAND:						1,246.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0143094		PROFESSIONAL SERVICES FOR DANSKIN & PATAGONIA LIFT STATIONS, 4/4-5/1/21	05/25/2021	554.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	6/21		
Total 0143094:						554.00	.00					
Total J-U-B ENGINEERS, INC.:						554.00	.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
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	2329872	11665	STEERING COLUMN BEARING, PARKS WHITE DUMP TRUCK, S. HOWELL, MAY'21	05/20/2021	14.56	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	6/21		
Total 2329872:						14.56	.00					
Total KENDALL FORD OF MERIDIAN LLC:						14.56	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	612021		FIBER OPTIC LEASE FOR MAY 2021 - ADMIN	06/01/2021	114.00	.00	01-6255 TELEPH0NE	0	6/21		
199	KUNA JT. SCHOOL DISTRICT NO. 3	612021		FIBER OPTIC LEASE FOR MAY 2021 - WATER	06/01/2021	78.00	.00	20-6255 TELEPH0NE EXPENSE	0	6/21		
199	KUNA JT. SCHOOL DISTRICT NO. 3	612021		FIBER OPTIC LEASE FOR MAY 2021 - SEWER	06/01/2021	78.00	.00	21-6255 TELEPH0NE EXPENSE	0	6/21		
199	KUNA JT. SCHOOL DISTRICT NO. 3	612021		FIBER OPTIC LEASE FOR MAY 2021 - P.I	06/01/2021	30.00	.00	25-6255 TELEPH0NE EXPENSE	0	6/21		
Total 612021:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A121771	11748	POLE SANDER FOR THE SEWER DEPT, JUN.'21	06/03/2021	19.79	.00	21-6175 SMALL TOOLS	0	6/21		
499	KUNA LUMBER	A121771	11748	TUBING, FOAM COVER, CONTACT CEMENT, DRYWALL SUPPLIES, CORNER BOARD, SWITCH BOX, EPOXY, TAPE, DROP CLOTH, SPRAY TEXTURE, OAK BOARDS, PVC TAPE, GROMMET, FOR THE TREATMENT PLANT COUNTER/DESK, S.HOWELL, JUN.'21	06/03/2021	150.94	.00	20-6020 CAPITAL IMPR0VEMENTS	1209	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	A121771	11748	TUBING, FOAM COVER, CONTACT CEMENT, DRYWALL SUPPLIES, CORNER BOARD, SWITCH BOX, EPOXY, TAPE, DROP CLOTH, SPRAY TEXTURE, OAK BOARDS, PVC TAPE, GROMMET, FOR THE TREATMENT PLANT COUNTER/DESK, S.HOWELL, JUN.'21	06/03/2021	150.94	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	6/21		
499	KUNA LUMBER	A121771	11748	TUBING, FOAM COVER, CONTACT CEMENT, DRYWALL SUPPLIES, CORNER BOARD, SWITCH BOX, EPOXY, TAPE, DROP CLOTH, SPRAY TEXTURE, OAK BOARDS, PVC TAPE, GROMMET, FOR THE TREATMENT PLANT COUNTER/DESK, S.HOWELL, JUN.'21	06/03/2021	57.51	.00	25-6020 CAPITAL IMPR0VEMENTS	1209	6/21		
499	KUNA LUMBER	A121771	11748	SLIP HOOK FOR PARKS TRAILER, JUN.'21	06/03/2021	14.38	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/21		
499	KUNA LUMBER	A121771	11748	2 EA INTERIOR DOORS, PARKS, JUN.'21	06/03/2021	511.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	6/21		
499	KUNA LUMBER	A121771	11748	EDGE FLASHING, WASHERS, DEADBOLT, CAP, NUTS, COVER, JUN.'21	06/03/2021	39.51	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
499	KUNA LUMBER	A121771	11748	CUT WHEELS, LEATHER GLOVES, LED BULBS, CAULK TUBE CAPS, FLEET SUPPLIES, JUN.'21 - ADMIN	06/03/2021	65.31	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	6/21		
499	KUNA LUMBER	A121771	11748	CUT WHEELS, LEATHER GLOVES, LED BULBS, CAULK TUBE CAPS, FLEET SUPPLIES, JUN.'21 - WATER	06/03/2021	26.12	.00	20-6150 M & R - SYSTEM	0	6/21		
499	KUNA LUMBER	A121771	11748	CUT WHEELS, LEATHER GLOVES, LED BULBS, CAULK TUBE CAPS, FLEET SUPPLIES, JUN.'21 - SEWER	06/03/2021	26.12	.00	21-6150 M & R - SYSTEM	0	6/21		
499	KUNA LUMBER	A121771	11748	CUT WHEELS, LEATHER GLOVES, LED BULBS, CAULK TUBE CAPS, FLEET SUPPLIES,								

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
				JUN.'21 - P.I	06/03/2021	13.07	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/21		
499	KUNA LUMBER	A121771	11748	BIT SET AND HOLE SAW, FLEET TOOLS, JUN.'21 - ADMIN	06/03/2021	12.50	.00	01-6175 SMALL TOOLS	0	6/21		
499	KUNA LUMBER	A121771	11748	BIT SET AND HOLE SAW, FLEET TOOLS, JUN.'21 - WATER	06/03/2021	5.00	.00	20-6175 SMALL TOOLS	0	6/21		
499	KUNA LUMBER	A121771	11748	BIT SET AND HOLE SAW, FLEET TOOLS, JUN.'21 - SEWER	06/03/2021	5.00	.00	21-6175 SMALL TOOLS	0	6/21		
499	KUNA LUMBER	A121771	11748	BIT SET AND HOLE SAW, FLEET TOOLS, JUN.'21 - P.I	06/03/2021	2.50	.00	25-6175 SMALL TOOLS	0	6/21		
499	KUNA LUMBER	A121771	11748	OAK BOARD, PAINT STIRRER, 2X6X8 STUDS, MANDREL, ADHESIVE, STUCCO PATCH, SHEET ROCK, SCREWS, CORNERBEADS, PRIVACY LEVER, BITS, RIVETS, PAPER TOWELS, PAINT TRAY KITS, MDF, FRP PANEL, CAULK, WALL PLATE, FOR CITY HALL BASEMENT REMODEL, JUN.'21 -	06/03/2021	387.21	.00	40-6020 CAPITAL IMPROVEMENTS	1130	6/21		
Total A121771:						1,486.90	.00					
499	KUNA LUMBER	A121860		2X4X12 & 16 - M.MEADE, JUN.'21	06/10/2021	8.90	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total A121860:						8.90	.00					
499	KUNA LUMBER	A122358	11712	BRASS COMPRESSION FITTINGS, R DAVILA, MAY. '21	05/26/2021	4.48	.00	21-6150 M & R - SYSTEM	0	6/21		
Total A122358:						4.48	.00					
499	KUNA LUMBER	B151553	11633	SPRAY PAINT, FOR CEDAR WELL, M.SMITH, MAY'21	05/11/2021	21.55	.00	20-6150 M & R - SYSTEM	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total B151553:						21.55	.00					
499	KUNA LUMBER	B152204	11706	SHRINK WRAP FOR ECON VILLAGE, J. MORFIN,, MAY. '21	05/26/2021	29.69	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total B152204:						29.69	.00					
499	KUNA LUMBER	B152271	11722	ADAPTER, PAINT, AND KEYS FOR WELLS, J. WEBB, MAY. '21	05/27/2021	30.66	.00	20-6150 M & R - SYSTEM	0	6/21		
499	KUNA LUMBER	B152271	11722	ADAPTER, PAINT, AND KEYS FOR WELLS, J. WEBB, MAY. '21	05/27/2021	7.66	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/21		
Total B152271:						38.32	.00					
499	KUNA LUMBER	B152301	11732	BOLTS, J.MORFIN, MAY'21	05/28/2021	9.63	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total B152301:						9.63	.00					
499	KUNA LUMBER	B152369	11735	6 EA AMPS, R. DAVILA, JUNE'21 - SEWER	06/01/2021	40.45	.00	21-6150 M & R - SYSTEM	0	6/21		
Total B152369:						40.45	.00					
499	KUNA LUMBER	B152443	11746	4 EA TRASH CANS, R.WARWICK, JUN.'21	06/03/2021	91.76	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total B152443:						91.76	.00					
499	KUNA LUMBER	B152611	11763	2 EA 6 VOLT BATTERIES, J. COULTER, JUN. '21	06/07/2021	11.68	.00	01-6165 OFFICE SUPPLIES	1005	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total B152611:						11.68	.00					
Total KUNA LUMBER:						1,743.36	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	05312021KRF		KRFD IMPACT FEES, MAY'21	05/31/2021	55,991.80	55,991.80	01-2511 KRFD IMPACT FEE TRANSFER	0	6/21	06/03/2021	
Total 05312021KRFDI:						55,991.80	55,991.80					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						55,991.80	55,991.80					
KUNA RURAL FIRE DISTRICT (PLAN REVIEW)												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	05312021KRF		KRFD PLAN REVIEW FEES, MAY'21	05/31/2021	2,938.62	2,938.62	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	6/21	06/03/2021	
Total 05312021KRFDPR:						2,938.62	2,938.62					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						2,938.62	2,938.62					
KUNA WELDING												
46	KUNA WELDING	6671	11718	REPAIR SAFETY GRATES @ DANSKIN LIFT STATION, T. FLEMING, MAY'21	05/26/2021	1,561.26	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 6671:						1,561.26	.00					
Total KUNA WELDING:						1,561.26	.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	0023636458		GAS CYLINDER RENTAL, T.FLEMING, MAY'21	05/31/2021	42.21	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 0023636458:						42.21	.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 MATHESON TRI-GAS INC:					42.21	.00					
MAV EVENT SERVICES												
2086	MAV EVENT SERVICES	4202		KUNA HOMETOWN FAIR OVERNIGHT & BONFIRE SECURITY, 5/21 - 5/22/21, J. EDINGER, MAY'21 - KUNA HOMETOWN FAIR	05/29/2021	1,440.00	.00	03-6384 EXP-COMMUNITY EVENTS	0	6/21		
	Total 4202:					1,440.00	.00					
	Total MAV EVENT SERVICES:					1,440.00	.00					
PARTS, INC.												
470	PARTS, INC.	233430	11419	WHEEL LINE PARTS, FOR FARM, D. CROSSLEY, APRIL'21	04/05/2021	97.77	.00	21-6090 FARM EXPENDITURES	0	6/21		
	Total 233430:					97.77	.00					
470	PARTS, INC.	236062	11650	POWER STEERING FLUID, FOR PARKS RED DUMP TRUCK, S. HOWELL, MAY'21	05/14/2021	5.58	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	6/21		
	Total 236062:					5.58	.00					
470	PARTS, INC.	236190	11657	SHOP AIR FILTERS SUPPLY, FOR FLEET, S. HOWELL, MAY'21 - ADMIN	05/17/2021	24.51	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236190	11657	SHOP AIR FILTERS SUPPLY, FOR FLEET, S. HOWELL, MAY'21 - WATER	05/17/2021	9.80	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236190	11657	SHOP AIR FILTERS SUPPLY, FOR FLEET, S. HOWELL, MAY'21 - SEWER	05/17/2021	9.80	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236190	11657	SHOP AIR FILTERS SUPPLY, FOR FLEET, S. HOWELL, MAY'21 - PI	05/17/2021	4.91	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 236190:						49.02	.00					
470	PARTS, INC.	236247	11662	SHOP AIR FILTER SUPPLY, FOR FLEET, S. HOWELL, MAY'21 - ADMIN	05/18/2021	41.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236247	11662	SHOP AIR FILTER SUPPLY, FOR FLEET, S. HOWELL, MAY'21 - WATER	05/18/2021	16.40	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236247	11662	SHOP AIR FILTER SUPPLY, FOR FLEET, S. HOWELL, MAY'21 - SEWER	05/18/2021	16.40	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236247	11662	SHOP AIR FILTER SUPPLY, FOR FLEET, S. HOWELL, MAY'21 - PI	05/18/2021	8.19	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/21		
Total 236247:						81.99	.00					
470	PARTS, INC.	236298	11667	2 EA PULLERS, FOR FLEET, S. HOWELL, MAY'21 - ADMIN	05/19/2021	12.15	.00	01-6175 SMALL TOOLS	0	6/21		
470	PARTS, INC.	236298	11667	2 EA PULLERS, FOR FLEET, S. HOWELL, MAY'21 - WATER	05/19/2021	4.86	.00	20-6175 SMALL TOOLS	0	6/21		
470	PARTS, INC.	236298	11667	2 EA PULLERS, FOR FLEET, S. HOWELL, MAY'21 - SEWER	05/19/2021	4.86	.00	21-6175 SMALL TOOLS	0	6/21		
470	PARTS, INC.	236298	11667	2 EA PULLERS, FOR FLEET, S. HOWELL, MAY'21 - PI	05/19/2021	2.42	.00	25-6175 SMALL TOOLS	0	6/21		
Total 236298:						24.29	.00					
470	PARTS, INC.	236770	11705	STARTER, FOR WATER TRUCK #19, S. HOWELL, MAY'21 - WATER	05/26/2021	149.58	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236770	11705	STARTER, FOR WATER TRUCK #19, S. HOWELL, MAY'21 - PI	05/26/2021	37.40	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 236770:						186.98	.00					
470	PARTS, INC.	236778	11709	15 16 COMBO WRENCH, FOR SPLASH PAD, J. PEREZ, MAY'21 - PARKS	05/26/2021	12.18	.00	01-6175 SMALL TOOLS	1004	6/21		
Total 236778:						12.18	.00					
470	PARTS, INC.	236801	11708	FUEL PUMP, FOR WATER TRUCK #18, S. HOWELL, MAY'21 - WATER	05/26/2021	150.90	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236801	11708	FUEL PUMP, FOR WATER TRUCK #18, S. HOWELL, MAY'21 - PI	05/26/2021	37.72	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/21		
Total 236801:						188.62	.00					
470	PARTS, INC.	236802	11714	BATTERY STRAP, FOR PARKS GOLF CART, S. HOWELL, MAY'21 - PARKS	05/26/2021	10.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/21		
Total 236802:						10.00	.00					
470	PARTS, INC.	236823	11716	HYDRAULIC FLUID, FOR FLEET SHOP SUPPLY, S. HOWELL, MAY'21 - ADMIN	05/26/2021	33.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/21		
470	PARTS, INC.	236823	11716	HYDRAULIC FLUID, FOR FLEET SHOP SUPPLY, S. HOWELL, MAY'21 - WATER	05/26/2021	13.50	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	6/21		
470	PARTS, INC.	236823	11716	HYDRAULIC FLUID, FOR FLEET SHOP SUPPLY, S. HOWELL, MAY'21 - SEWER	05/26/2021	13.50	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/21		
470	PARTS, INC.	236823	11716	HYDRAULIC FLUID, FOR FLEET SHOP SUPPLY, S. HOWELL, MAY'21 - PI	05/26/2021	6.74	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 236823:						67.49	.00					
470	PARTS, INC.	236883		REFUND, CORE DEPOSIT ON INV #236770, MAY'21 - WATER	05/27/2021	-22.00	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
470	PARTS, INC.	236883		REFUND, CORE DEPOSIT ON INV #236770, MAY'21 - PI	05/27/2021	-5.50	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/21		
Total 236883:						-27.50	.00					
470	PARTS, INC.	236938	11726	2 CYCLE OIL, FOR PARKS WEED EATERS, B. VILLANUEVA, MAY'21 - PARKS	05/28/2021	35.04	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/21		
Total 236938:						35.04	.00					
470	PARTS, INC.	236958	11729	TOOL CAT AIR FILTERS, FOR PARKS, J. DURHAM, MAY'21 - PARKS	05/28/2021	61.84	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/21		
Total 236958:						61.84	.00					
470	PARTS, INC.	236962	11730	DIESEL EXHAUST FLUID, FOR SEWER, T. FLEMING, MAY'21 - SEWER	05/28/2021	8.99	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
Total 236962:						8.99	.00					
470	PARTS, INC.	237184		O-RINGS FOR SPRINKLERS, M. MEADE, JUNE'21 - PARKS	06/02/2021	1.25	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total 237184:						1.25	.00					
470	PARTS, INC.	237199	11736	WATER PUMP THERMOSTAT, FOR PARKS, B. BOWEN, JUNE'21 - PARKS	06/02/2021	3.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 237199:						3.99	.00					
470	PARTS, INC.	237241	11743	DIESEL EXHAUST FLUID FOR TRUCK #23, R. DAVILA - SEWER	06/02/2021	15.98	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/21		
Total 237241:						15.98	.00					
470	PARTS, INC.	237376	11755	1 EA HYDRAULIC OIL, FOR WHEEL LINES AT THE FARM, J. DALRYMPLE, JUNE'21 - THE FARM	06/04/2021	55.28	.00	21-6090 FARM EXPENDITURES	0	6/21		
Total 237376:						55.28	.00					
Total PARTS, INC.:						878.79	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1117740		ALARM MAINTENANCE FOR TREATMENT PLANT, C. OSWALD, MAY'21 - WATER	05/27/2021	9.45	.00	20-6140 MAINT. & REPAIR BUILDING	0	6/21		
1021	PEAK ALARM COMPANY, INC	1117740		ALARM MAINTENANCE FOR TREATMENT PLANT, C. OSWALD, MAY'21 - SEWER	05/27/2021	9.45	.00	21-6140 MAINT & REPAIR BUILDING	0	6/21		
1021	PEAK ALARM COMPANY, INC	1117740		ALARM MAINTENANCE FOR TREATMENT PLANT, C. OSWALD, MAY'21 - PI	05/27/2021	3.60	.00	25-6140 MAINT & REPAIR BUILDING	0	6/21		
Total 1117740:						22.50	.00					
Total PEAK ALARM COMPANY, INC:						22.50	.00					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	INI06354		REPLACED BUSHINGS AND DRIVE SHAFT AT TOMORROW PI STATION, C. CROSSLEY, MAY'21 - PI	05/24/2021	1,032.56	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total INI06354:						1,032.56	.00					
952	PRECISION PUMPING SYSTEMS	INI06376		REPLACED BUSHINGS AT TOMORROW PI STATION, C. CROSSLEY, MAY'21 - PI	05/26/2021	712.86	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/21		
Total INI06376:						712.86	.00					
Total PRECISION PUMPING SYSTEMS:						1,745.42	.00					
RAIN FOR RENT												
144	RAIN FOR RENT	1611175	11704	15 EA CLAMPS, FOR THE WHEELINE AT THE FARM, C. MCDANIEL, MAY'21 - FARM	05/25/2021	248.70	.00	21-6090 FARM EXPENDITURES	0	6/21		
Total 1611175:						248.70	.00					
Total RAIN FOR RENT:						248.70	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	1L46199	11412	EXHAUST FAN, FOR GREENBELT BATHROOM, B. WITHROW, MAY'21 - PARKS	05/18/2021	138.53	.00	01-6140 MAINT. & REPAIR BUILDING	1004	6/21		
Total 1L46199:						138.53	.00					
1613	REXEL USA, INC.	1M29547	11459	4 EA GREENBELT LIGHTS, CLEAR POLE GLOBES, FOR PARKS, S. HOWELL, S. HOWELL - PARKS	05/14/2021	951.04	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total 1M29547:						951.04	.00					
1613	REXEL USA, INC.	Z894919	11702	LIGHT REPLACEMENT AT CITY HALL, S.HOWELL, MAY'21 - ADMIN	05/27/2021	18.55	.00	01-6140 MAINT. & REPAIR BUILDING	0	6/21		
1613	REXEL USA, INC.	Z894919	11702	LIGHT REPLACEMENT AT CITY HALL, S.HOWELL, MAY'21 - WATER	05/27/2021	12.69	.00	20-6140 MAINT. & REPAIR BUILDING	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1613	REXEL USA, INC.	Z894919	11702	LIGHT REPLACEMENT AT CITY HALL, S.HOWELL, MAY'21 - SEWER	05/27/2021	12.69	.00	21-6140 MAINT & REPAIR BUILDING	0	6/21		
1613	REXEL USA, INC.	Z894919	11702	LIGHT REPLACEMENT AT CITY HALL, S.HOWELL, MAY'21 - P.I	05/27/2021	4.88	.00	25-6140 MAINT & REPAIR BUILDING	0	6/21		
Total Z894919:						48.81	.00					
Total REXEL USA, INC.:						1,138.38	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5062102477		COPY CHARGES, MODEL #IMC2000, SERIAL #C86262110, 5/1/21 - 5/31/21, MAY'21 - PARKS	06/01/2021	31.88	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/21		
Total 5062102477:						31.88	.00					
Total RICOH USA, INC. (MAINTENANCE):						31.88	.00					
RIMI INC												
1991	RIMI INC	05312021RIMI		COMMERCIAL MECHANICAL PERMITS, MAY 2021	05/31/2021	1,499.47	1,499.47	01-6052 CONTRACT SERVICES	1005	6/21	06/03/2021	
Total 05312021RIMI:						1,499.47	1,499.47					
Total RIMI INC:						1,499.47	1,499.47					
SEID CRANE SERVICE, INC												
1766	SEID CRANE SERVICE, INC	14788		SET 12 SHEDS ON MAIN & N AVE E IN KUNA, FOR ECON VILLAGE, B. WITHROW, MAY'21 - ECON VILLAGE	05/25/2021	935.00	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total 14788:						935.00	.00					
Total SEID CRANE SERVICE, INC:						935.00	.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
THE SHERWIN-WILLIAMS COMPANY												
554	THE SHERWIN-WILLIAMS COMPANY	3284-0	11710	1 GALLON OF PAINT, FOR TREATMENT PLANT, C. OSWALD, MAY'21 - WATER	05/26/2021	27.63	.00	20-6140 MAINT. & REPAIR BUILDING	0	6/21		
554	THE SHERWIN-WILLIAMS COMPANY	3284-0	11710	1 GALLON OF PAINT, FOR TREATMENT PLANT, C. OSWALD, MAY'21 - SEWER	05/26/2021	27.63	.00	21-6140 MAINT & REPAIR BUILDING	0	6/21		
554	THE SHERWIN-WILLIAMS COMPANY	3284-0		1 GALLON OF PAINT, FOR TREATMENT PLANT, C. OSWALD, MAY'21 - PI	05/26/2021	10.52	.00	25-6140 MAINT & REPAIR BUILDING	0	6/21		
Total 3284-0:						65.78	.00					
Total THE SHERWIN-WILLIAMS COMPANY:						65.78	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:07519952	11731	8 EA 5-GALLON WATER BOTTLES, 1 EA CASE OF COFFEE, 2 EA SLEEVES OF CUPS, D. CROSSLEY, MAY'21 - WATER	05/28/2021	47.04	.00	20-6165 0FFICE SUPPLIES	0	6/21		
992	TREASURE VALLEY COFFEE	2160:07519952	11731	8 EA 5-GALLON WATER BOTTLES, 1 EA CASE OF COFFEE, 2 EA SLEEVES OF CUPS, D. CROSSLEY, MAY'21 - SEWER	05/28/2021	47.04	.00	21-6165 OFFICE SUPPLIES	0	6/21		
992	TREASURE VALLEY COFFEE	2160:07519952	11731	8 EA 5-GALLON WATER BOTTLES, 1 EA CASE OF COFFEE, 2 EA SLEEVES OF CUPS, D. CROSSLEY, MAY'21 - P.I	05/28/2021	17.92	.00	25-6165 OFFICE SUPPLIES	0	6/21		
Total 2160:07519952:						112.00	.00					
992	TREASURE VALLEY COFFEE	2160:07535304	11756	3 EA 5-GALLON WATER BOTTLES, WATER COOLER RENTAL, MAINTENANCE SHOP, C. MERRITT, JUNE'21 - PARKS	06/04/2021	28.10	.00	01-6165 OFFICE SUPPLIES	1004	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 2160:07535304:						28.10	.00					
992	TREASURE VALLEY COFFEE	2160:07535320	11756	4 EA 5-GALLON WATER BOTTLES, WATER COOLER RENTAL, FOR CITY HALL, C. MERRITT, JUNE'21 - ADMIN	06/04/2021	35.80	.00	01-6165 OFFICE SUPPLIES	0	6/21		
Total 2160:07535320:						35.80	.00					
992	TREASURE VALLEY COFFEE	2160:07535328	11756	2 EA 5-GALLON WATER BOTTLES, WATER COOLER RENTAL, FOR PARKS OFFICE, C. MERRITT, JUNE'21	06/04/2021	24.40	.00	01-6165 OFFICE SUPPLIES	1004	6/21		
Total 2160:07535328:						24.40	.00					
Total TREASURE VALLEY COFFEE:						200.30	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	042911163312		ADOBE INC, RECURRING CHARGE, TREATMENT PLANT, APR.'21 - WATER	04/26/2021	14.27	.00	20-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	042911163312		ADOBE INC, RECURRING CHARGE, TREATMENT PLANT, APR.'21 - SEWER	04/26/2021	14.27	.00	21-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	042911163312		ADOBE INC, RECURRING CHARGE, TREATMENT PLANT, APR.'21 - P.I	04/26/2021	5.44	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	6/21		
Total 04291116331227863833:						33.98	.00					
1444	U.S. BANK (VISA)	042911243007		TEAMVIEWER, SUBSCRIPTION, 5/4/21-5/3/22, COUNCIL CHAMBERS, M.BORZICK, MAY'21 - ADMIN	05/04/2021	469.22	.00	01-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	042911243007		TEAMVIEWER, SUBSCRIPTION, 5/4/21-5/3/22, COUNCIL CHAMBERS, M.BORZICK, MAY'21 - WATER	05/04/2021	321.05	.00	20-6075 DUES & MEMBERSHIPS	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	042911243007		TEAMVIEWER, SUBSCRIPTION, 5/4/21-5/3/22, COUNCIL CHAMBERS, M.BORZICK, MAY'21 -SEWER	05/04/2021	321.05	.00	21-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	042911243007		TEAMVIEWER, SUBSCRIPTION, 5/4/21-5/3/22, COUNCIL CHAMBERS, M.BORZICK, MAY'21 - P.I	05/04/2021	123.48	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	6/21		
Total 04291124300799348721:						1,234.80	.00					
1444	U.S. BANK (VISA)	064111261206		DROPBOX, TREATMENT PLANT, MAY'21 - WATER	05/06/2021	630.00	.00	20-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	064111261206		DROPBOX, TREATMENT PLANT, MAY'21 - SEWER	05/06/2021	630.00	.00	21-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	064111261206		DROPBOX, TREATMENT PLANT, MAY'21 - P.I	05/06/2021	240.00	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	6/21		
Total 06411126120680023347:						1,500.00	.00					
1444	U.S. BANK (VISA)	280611200014		MOXIE JAVA, ECON VILLAGE THANK YOUS, N.STAUFFER/L.HOLLAND, JUN.'21	04/29/2021	125.00	.00	01-6155 MEETINGS/COMMITTEES	4000	6/21		
Total 28061120001428195720:						125.00	.00					
1444	U.S. BANK (VISA)	310611390833	11660	AMAZON.COM, 4 EA OTTERBOX PHONE CASES, STOCK, MAY'21 - ADMIN	05/19/2021	67.69	.00	01-6165 OFFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	310611390833	11660	AMAZON.COM, 4 EA OTTERBOX PHONE CASES, STOCK, MAY'21 - WATER	05/19/2021	46.32	.00	20-6165 0FFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	310611390833	11660	AMAZON.COM, 4 EA OTTERBOX PHONE CASES, STOCK, MAY'21 - SEWER	05/19/2021	46.32	.00	21-6165 OFFICE SUPPLIES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	310611390833	11660	AMAZON.COM, 4 EA OTTERBOX PHONE CASES, STOCK, MAY'21 - P.I	05/19/2021	17.81	.00	25-6165 OFFICE SUPPLIES	0	6/21		
Total 31061139083304373229:						178.14	.00					
1444	U.S. BANK (VISA)	310611410837	11663	AMAZON.COM, FANS, CLERKS OFFICE, S.JONES, MAY'21 - ADMIN	05/21/2021	151.98	.00	01-6175 SMALL TOOLS	0	6/21		
1444	U.S. BANK (VISA)	310611410837	11663	AMAZON.COM, FANS, CLERKS OFFICE, S.JONES, MAY'21 - WATER	05/21/2021	3.20	.00	20-6175 SMALL TOOLS	0	6/21		
1444	U.S. BANK (VISA)	310611410837	11663	AMAZON.COM, FANS, CLERKS OFFICE, S.JONES, MAY'21 - SEWER	05/21/2021	3.20	.00	21-6175 SMALL TOOLS	0	6/21		
1444	U.S. BANK (VISA)	310611410837	11663	AMAZON.COM, FANS, CLERKS OFFICE, S.JONES, MAY'21 - P.I	05/21/2021	1.60	.00	25-6175 SMALL TOOLS	0	6/21		
Total 31061141083701076454:						159.98	.00					
1444	U.S. BANK (VISA)	316811248370	11577	ALBERSTONS, CASES OF WATER FOR MARKET VILLAGE, N. STANLEY, MAY. '21	05/03/2021	25.32	.00	01-6155 MEETINGS/COMMITTEES	4000	6/21		
Total 31681124837001519093:						25.32	.00					
1444	U.S. BANK (VISA)	316811418370	11687	ALBERTSONS, WATER AND CANDY FOR CARNIVAL, S. JONES, MAY'21	05/20/2021	30.72	.00	01-6165 OFFICE SUPPLIES	0	6/21		
Total 31681141837001424418:						30.72	.00					
1444	U.S. BANK (VISA)	330911214009	11559	IDAHO CPA LICENSING FOR J. EMPEY, APRL .'21-ADMIN	04/30/2021	30.00	.00	01-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	330911214009	11559	IDAHO CPA LICENSING FOR J. EMPEY, APRL .'21-WATER	04/30/2021	39.60	.00	20-6075 DUES & MEMBERSHIPS	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	330911214009	11559	IDAHO CPA LICENSING FOR J. EMPEY, APRL .'21-SEWER	04/30/2021	39.60	.00	21-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	330911214009	11559	IDAHO CPA LICENSING FOR J. EMPEY, APRL .'21-PI	04/30/2021	10.80	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	6/21		
Total 33091121400970000211:						120.00	.00					
1444	U.S. BANK (VISA)	330911324007	11629	IBOL, LICENSE APPLICATON, R.DAVILA, MAY. '21	05/11/2021	70.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	6/21		
Total 33091132400746000252:						70.00	.00					
1444	U.S. BANK (VISA)	330911404005	11674	IBOL, LICENSE RENEWALS, #DWD3-23705, M.DAVILA, MAY'21 - WATER	05/19/2021	24.00	.00	20-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	330911404005	11674	IBOL, LICENSE RENEWALS, #DWD3-23705, M.DAVILA, MAY'21 - P.I	05/19/2021	6.00	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	6/21		
Total 33091140400544021476:						30.00	.00					
1444	U.S. BANK (VISA)	330911404005	11674	IBOL, LICENSE RENEWALS,# DWT1-22652, M.DAVILA, MAY'21 - WATER	05/19/2021	24.00	.00	20-6075 DUES & MEMBERSHIPS	0	6/21		
1444	U.S. BANK (VISA)	330911404005	11674	IBOL, LICENSE RENEWALS, #DWT1-22652, M.DAVILA, MAY'21 - P.I	05/19/2021	6.00	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	6/21		
Total 33091140400544021682:						30.00	.00					
1444	U.S. BANK (VISA)	365411200115	11546	POS SUPPLY SOLUTIONS, PAPER FOR RECEIPT PRINTERS, C. MERRITT, APR' 21 - ADMIN	04/29/2021	25.06	.00	01-6165 OFFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	365411200115	11546	POS SUPPLY SOLUTIONS, PAPER FOR RECEIPT PRINTERS, C. MERRITT, 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
				21 - WATER	04/29/2021	17.15	.00	20-6165 0FFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	365411200115	11546	POS SUPPLY SOLUTIONS, PAPER FOR RECEIPT PRINTERS, C. MERRITT, APR' 21 - SEWER	04/29/2021	17.15	.00	21-6165 OFFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	365411200115	11546	POS SUPPLY SOLUTIONS, PAPER FOR RECEIPT PRINTERS, C. MERRITT, APR' 21 - PI	04/29/2021	6.59	.00	25-6165 OFFICE SUPPLIES	0	6/21		
Total 36541120011509019559:						65.95	.00					
1444	U.S. BANK (VISA)	365411390115	11495	S&S WORLDWIDE, ART/CRAFT PROJECTS, RANGER PROGRAM, J.LORENTZ, APR.'21	05/18/2021	122.97	.00	01-6135 PUBLIC ENTERTAINMENT	1086	6/21		
Total 36541139011540054440:						122.97	.00					
1444	U.S. BANK (VISA)	430011297006	11442	ADOBE, SUBSCRIPTION RENEWAL, L.HOLLAND, APR.'21	05/09/2021	599.88	.00	01-6075 DUES & MEMBERSHIPS	4000	6/21		
Total 43001129700626346638:						599.88	.00					
1444	U.S. BANK (VISA)	430111290101	11605	HOME DEPOT, 2X4'S FOR ECON VILLAGE, B. WITHROW, MAY'21	05/07/2021	1,000.00	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total 43011129010196045571:						1,000.00	.00					
1444	U.S. BANK (VISA)	430111290101	11605	HOME DEPOT, 2X4'S FOR ECON VILLAGE, B. WITHROW, MAY'21	05/07/2021	1,000.00	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total 43011129010196045589:						1,000.00	.00					
1444	U.S. BANK (VISA)	430111290101	11605	HOME DEPOT, 2X4'S FOR ECON VILLAGE, B. WITHROW,								

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
				MAY'21	05/07/2021	1,000.00	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total 43011129010196045597:						1,000.00	.00					
1444	U.S. BANK (VISA)	430111290101	11605	HOME DEPOT, 2X4'S FOR ECON VILLAGE, B. WITHROW, MAY'21	05/07/2021	501.00	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total 43011129010196045605:						501.00	.00					
1444	U.S. BANK (VISA)	450011200007		DOLLARTREE, GIFT BAGS FOR ECON VILLAGE THANK YOUS, N.STAUFFER/L.HOLLAND, APR.'21	04/29/2021	19.08	.00	01-6155 MEETINGS/COMMITTEES	4000	6/21		
Total 45001120000793384062:						19.08	.00					
1444	U.S. BANK (VISA)	640711241051	11576	STAPLES, BLUEPRINT COPIES FOR THE COMBINE CONSTRUCTION, J. EDINGER/MAY. '21	05/03/2021	48.08	.00	01-6155 MEETINGS/COMMITTEES	4000	6/21		
Total 64071124105176345388:						48.08	.00					
1444	U.S. BANK (VISA)	831011169000	11529	VICTORIA'S TACO TRUCK, UTILITY BILLING LUNCH MEETING, APR.'21	04/26/2021	20.14	.00	01-6155 MEETINGS/COMMITTEES	0	6/21		
Total 83101116900015009100:						20.14	.00					
1444	U.S. BANK (VISA)	921511417177		GOVX, BOOTS FOR J COX AND J WEBB, MAY'21 - WATER	05/21/2021	269.22	.00	20-6285 UNIF0RMS EXPENSE	0	6/21		
1444	U.S. BANK (VISA)	921511417177		GOVX, BOOTS FOR J COX AND J WEBB, MAY'21 - P.I	05/21/2021	67.31	.00	25-6285 UNIF0RMS EXPENSE	0	6/21		
Total 92151141717760880000:						336.53	.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
1444	U.S. BANK (VISA)	921611171004	11522	CLOCKS FOR PLANT OFFICES, C.OSWALD, APR.'21 - WATER	04/26/2021	12.32	.00	20-6165 0FFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	921611171004	11522	CLOCKS FOR PLANT OFFICES, C.OSWALD, APR.'21 - SEWER	04/26/2021	12.32	.00	21-6165 OFFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	921611171004	11522	CLOCKS FOR PLANT OFFICES, C.OSWALD, APR.'21 - P.I	04/26/2021	4.69	.00	25-6165 OFFICE SUPPLIES	0	6/21		
Total 92161117100487018625:						29.33	.00					
1444	U.S. BANK (VISA)	921611171006	11525	AMAZON, TAILGATE SALT SPREADER, J. LORENTZ, APR. '21	04/27/2021	519.99	.00	01-6175 SMALL TOOLS	1004	6/21		
Total 92161117100634738364:						519.99	.00					
1444	U.S. BANK (VISA)	921611181008	11540	LOWES, STRIPING PAINT, M. MEADE, APRIL'21	04/28/2021	95.92	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
1444	U.S. BANK (VISA)	921611181008	11540	LOWES, GYROSCOPIC SCREWDRIVER AND WARRANTY, M. MEADE, APRIL'21	04/28/2021	88.97	.00	01-6175 SMALL TOOLS	1004	6/21		
Total 92161118100812334175:						184.89	.00					
1444	U.S. BANK (VISA)	921611191000	11494	AMAZON.COM, TACKLE BOX, CASTING FISH, PRIZES, FOR RANGER PROGRAM, J.LORENTZ, APR.'21	04/28/2021	398.90	.00	01-6135 PUBLIC ENTERTAINMENT	1086	6/21		
1444	U.S. BANK (VISA)	921611191000	11494	AMAZON.COM, PRESSURE GAUGE AND BATTERIES, J.LORENTZ, APR.21	04/28/2021	69.98	.00	01-6175 SMALL TOOLS	1004	6/21		
Total 92161119100030222722:						468.88	.00					
1444	U.S. BANK (VISA)	921611201007		LATTE' DA, ECON VILLAGE THANK YOUS, N.STAUFFER/L.HOLLAND, APR.'21	04/29/2021	125.00	.00	01-6155 MEETINGS/COMMITTEES	4000	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 92161120100716855719:						125.00	.00					
1444	U.S. BANK (VISA)	921611211006	11571	VISTA PRINT, KUNA HOMETOWN FAIR, BANNERS & YARD SIGNS, J, EDINGER, APR.;21	04/30/2021	569.90	.00	03-6384 EXP-COMMUNITY EVENTS	0	6/21		
Total 92161121100678517496:						569.90	.00					
1444	U.S. BANK (VISA)	921611241000	11474	AMAZON, FISHING POLES FOR RANGERS, J. LORENTZ, APR.'21	05/04/2021	227.24	.00	01-6135 PUBLIC ENTERTAINMENT	1086	6/21		
Total 92161124100069801530:						227.24	.00					
1444	U.S. BANK (VISA)	921611261002	11580	HOME DEPOT, HARD HATS AND BUCKETS, B.WITHROW, MAY'21	05/04/2021	245.67	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total 92161126100279314686:						245.67	.00					
1444	U.S. BANK (VISA)	921611271001	11578	AMAZON, POWER STRIP, DRAW STRING BAGS, J. LORENTZ, MAY. '21`	05/06/2021	29.99	.00	01-6165 OFFICE SUPPLIES	1004	6/21		
Total 92161127100192587946:						29.99	.00					
1444	U.S. BANK (VISA)	921611271003	11597	DOG WASTE DEPO.COM, 9600 DOG WASTE BAGS FOR DOG PARK, J. LORENTZ, MAY.'21	05/07/2021	359.34	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/21		
Total 92161127100352124233:						359.34	.00					
1444	U.S. BANK (VISA)	921611271007	11604	HOME DEPOT, 2X6 BOARDS FOR THE VILLAGE, M.MEADE, MAY. '21	05/06/2021	411.57	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 92161127100706198735:						411.57	.00					
1444	U.S. BANK (VISA)	921611281005	11606	HOME DEPOT, LUMBER FOR ECON VILLAGE, B. WITHROW, MAY'21	05/07/2021	420.61	.00	40-6020 CAPITAL IMPROVEMENTS	1250	6/21		
Total 92161128100500995962:						420.61	.00					
1444	U.S. BANK (VISA)	921611301005	11474	AMAZON, FISHING POLES FOR RANGERS, J. LORENTZ, APR.'21	05/10/2021	167.96	.00	01-6265 TRAINING & SCH00LING	1086	6/21		
Total 92161130100561539317:						167.96	.00					
1444	U.S. BANK (VISA)	921611321000	11630	RED WING, SAFETY BOOTS FOR R.DAVILA AND J.DALRYMPLE, C. OSWALD, MAY. '21	05/11/2021	513.46	.00	21-6285 UNIF0RMS EXPENSE	0	6/21		
Total 92161132100002163063:						513.46	.00					
1444	U.S. BANK (VISA)	921611401006	11671	LOWE'S, CITY HALL CABINETS FOR BASEMENT, B. GILLOGY, MAY. '21	05/19/2021	938.88	.00	40-6020 CAPITAL IMPROVEMENTS	1130	6/21		
Total 92161140100642273363:						938.88	.00					
1444	U.S. BANK (VISA)	921611401007		AMAZON.COM, PHONE ADAPTERS AND CHARGERS, STOCK, MAY'21 - ADMIN	05/19/2021	47.48	.00	01-6165 OFFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	921611401007		AMAZON.COM, PHONE ADAPTERS AND CHARGERS, STOCK, MAY'21 - WATER	05/19/2021	32.49	.00	20-6165 0FFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	921611401007		AMAZON.COM, PHONE ADAPTERS AND CHARGERS, STOCK, MAY'21 - SEWER	05/19/2021	32.49	.00	21-6165 OFFICE SUPPLIES	0	6/21		
1444	U.S. BANK (VISA)	921611401007		AMAZON.COM, PHONE ADAPTERS AND CHARGERS,								

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
				STOCK, MAY'21 - P.I	05/19/2021	12.49	.00	25-6165 OFFICE SUPPLIES	0	6/21		
Total 92161140100792148639:						124.95	.00					
Total U.S. BANK (VISA):						13,589.23	.00					
UNITED OIL												
316	UNITED OIL	517679	11757	GENERAL HYDRAULIC OIL BARREL, GRADE HYDRAULIC OIL,FOR FARM, T. SCHAFFER, JUNE'21 - FARM	06/04/2021	1,905.20	.00	21-6090 FARM EXPENDITURES	0	6/21		
Total 517679:						1,905.20	.00					
Total UNITED OIL:						1,905.20	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	49176901	11697	1 EA DRUM OF SODIUM BISULFATE, T. SHAFFER, MAY'21 - SEWER	05/24/2021	131.10	.00	21-6151 M & R - PROCESS CHEMICALS	0	6/21		
Total 49176901:						131.10	.00					
1410	UNIVAR SOLUTIONS USA, INC.	49191693		2 EA BARRELS LIQUICHLOR, T. SHAFFER, MAY'21 - SEWER	05/28/2021	1,708.74	.00	21-6151 M & R - PROCESS CHEMICALS	0	6/21		
1410	UNIVAR SOLUTIONS USA, INC.	49191693		CONTAINER DEPOSIT, T. SHAFFER, MAY'21	05/28/2021	1,400.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	6/21		
Total 49191693:						3,108.74	.00					
Total UNIVAR SOLUTIONS USA, INC.:						3,239.84	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	608896	11669	2 EA CASES OF DISENFECTING WIPES, 12 EA EA SAFETY GLASSES, T. SHAFFER, MAY'21 - SEWER	05/19/2021	188.96	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
265	USA BLUE BOOK	608896	11669	2 EA CANS WASP SPRAY, T. SHAFFER, MAY'21 - SEWER	05/19/2021	15.64	.00	21-6140 MAINT & REPAIR BUILDING	0	6/21		
265	USA BLUE BOOK	608896	11669	12 EA CANS WASP SPRAY, T. SHAFFER, MAY'21 - WATER	05/19/2021	75.66	.00	20-6140 MAINT. & REPAIR BUILDING	0	6/21		
265	USA BLUE BOOK	608896	11669	12 EA CANS WASP SPRAY, T. SHAFFER, MAY'21 - PI	05/19/2021	18.91	.00	25-6140 MAINT & REPAIR BUILDING	0	6/21		
Total 608896:						299.17	.00					
265	USA BLUE BOOK	608962	11669	12 EA SAFETY GLASSES, T. SHAFFER, MAY'21 - SEWER	05/19/2021	88.20	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	6/21		
265	USA BLUE BOOK	608962		12 EA MULTI-PURPOSE WIPES, T. SHAFFER, MAY'21 - SEWER	05/19/2021	182.28	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 608962:						270.48	.00					
265	USA BLUE BOOK	608963	11669	10 EA CANS WASP SPRAY, T. SHAFFER, MAY'21 - SEWER	05/19/2021	69.30	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 608963:						69.30	.00					
Total USA BLUE BOOK:						638.95	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	91480.02A		UTILITY REFUND, EDWARD GIBSON, 1067 W POUCH ST, JUNE'21	06/03/2021	65.86	65.86	20-4500 METERED WATER SALES	0	6/21	06/03/2021	
Total 91480.02A:						65.86	65.86					
Total UTILITY REFUND #10:						65.86	65.86					
UTILITY REFUND #11												
2062	UTILITY REFUND #11	111785.03		HEATH DREGER, 607 E SANTOLINA ST, UTILITY REFUND	05/26/2021	87.93	.00	20-4500 METERED WATER SALES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2062	UTILITY REFUND #11	111785.03		HEATH DREGER, 607 E SANTOLINA ST, UTILITY REFUND	05/26/2021	93.85	.00	21-4600 SEWER USER FEES	0	6/21		
2062	UTILITY REFUND #11	111785.03		HEATH DREGER, 607 E SANTOLINA ST, UTILITY REFUND	05/26/2021	86.74	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 111785.03:						268.52	.00					
2062	UTILITY REFUND #11	140490.01		JOYCE NOVAK, 260 N WINDING TRAIL AVE, UTILITY REFUND	05/26/2021	32.88	.00	20-4500 METERED WATER SALES	0	6/21		
2062	UTILITY REFUND #11	140490.01		JOYCE NOVAK, 260 N WINDING TRAIL AVE, UTILITY REFUND	05/26/2021	42.17	.00	21-4600 SEWER USER FEES	0	6/21		
2062	UTILITY REFUND #11	140490.01		JOYCE NOVAK, 260 N WINDING TRAIL AVE, UTILITY REFUND	05/26/2021	24.85	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 140490.01:						99.90	.00					
2062	UTILITY REFUND #11	170950.01		FREMANTLE DEVELOPMENT INC, 1695 W AFTON ST, UTILITY REFUND	05/26/2021	52.95	.00	20-4500 METERED WATER SALES	0	6/21		
2062	UTILITY REFUND #11	170950.01		FREMANTLE DEVELOPMENT INC, 1695 W AFTON ST, UTILITY REFUND	05/26/2021	28.60	.00	21-4600 SEWER USER FEES	0	6/21		
Total 170950.01:						81.55	.00					
2062	UTILITY REFUND #11	173175.02		WADE HUSTON, 464 S TAILINGS AVE, UTILITY REFUND	05/26/2021	10.44	.00	20-4500 METERED WATER SALES	0	6/21		
2062	UTILITY REFUND #11	173175.02		WADE HUSTON, 464 S TAILINGS AVE, UTILITY REFUND	05/26/2021	17.98	.00	21-4600 SEWER USER FEES	0	6/21		
2062	UTILITY REFUND #11	173175.02		WADE HUSTON, 464 S TAILINGS AVE, UTILITY REFUND	05/26/2021	9.64	.00	26-4975 SOLID WASTE USER FEES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 173175.02:						38.06	.00					
2062	UTILITY REFUND #11	190235.03		DEBORA Y MILLS, 372 W TROPHY ST, UTILITY REFUND	05/26/2021	32.24	.00	20-4500 METERED WATER SALES	0	6/21		
2062	UTILITY REFUND #11	190235.03		DEBORA Y MILLS, 372 W TROPHY ST, UTILITY REFUND	05/26/2021	34.61	.00	21-4600 SEWER USER FEES	0	6/21		
2062	UTILITY REFUND #11	190235.03		DEBORA Y MILLS, 372 W TROPHY ST, UTILITY REFUND	05/26/2021	21.73	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 190235.03:						88.58	.00					
2062	UTILITY REFUND #11	240170.02		RYAN R ROSIER, 707 N MUDSTONE WAY, UTILITY REFUND	05/26/2021	43.17	.00	20-4500 METERED WATER SALES	0	6/21		
2062	UTILITY REFUND #11	240170.02		RYAN R ROSIER, 707 N MUDSTONE WAY, UTILITY REFUND	05/26/2021	63.34	.00	21-4600 SEWER USER FEES	0	6/21		
2062	UTILITY REFUND #11	240170.02		RYAN R ROSIER, 707 N MUDSTONE WAY, UTILITY REFUND	05/26/2021	41.36	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 240170.02:						147.87	.00					
2062	UTILITY REFUND #11	265075.02		JOHN C SONNENBERG, 2238 W BEIGE CT, UTILITY REFUND	05/26/2021	31.91	.00	20-4500 METERED WATER SALES	0	6/21		
2062	UTILITY REFUND #11	265075.02		JOHN C SONNENBERG, 2238 W BEIGE CT, UTILITY REFUND	05/26/2021	38.25	.00	21-4600 SEWER USER FEES	0	6/21		
2062	UTILITY REFUND #11	265075.02		JOHN C SONNENBERG, 2238 W BEIGE CT, UTILITY REFUND	05/26/2021	32.83	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 265075.02:						102.99	.00					
2062	UTILITY REFUND #11	274380.03		NATHAN MCGHEHEY, 2547 N BLUEBLOSSOM DR, UTILITY								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				REFUND	05/26/2021	64.58	.00	20-4500 METERED WATER SALES	0	6/21		
2062	UTILITY REFUND #11	274380.03		NATHAN MCGHEHEY, 2547 N BLUEBLOSSOM DR, UTILITY REFUND	05/26/2021	69.73	.00	21-4600 SEWER USER FEES	0	6/21		
2062	UTILITY REFUND #11	274380.03		NATHAN MCGHEHEY, 2547 N BLUEBLOSSOM DR, UTILITY REFUND	05/26/2021	47.61	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 274380.03:						181.92	.00					
2062	UTILITY REFUND #11	310103.03		DINA TAYLOR, 9301 S UPDALE AVE, UTILITY REFUND	05/26/2021	32.89	.00	20-4500 METERED WATER SALES	0	6/21		
2062	UTILITY REFUND #11	310103.03		DINA TAYLOR, 9301 S UPDALE AVE, UTILITY REFUND	05/26/2021	40.33	.00	21-4600 SEWER USER FEES	0	6/21		
2062	UTILITY REFUND #11	310103.03		DINA TAYLOR, 9301 S UPDALE AVE, UTILITY REFUND	05/26/2021	25.91	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 310103.03:						99.13	.00					
Total UTILITY REFUND #11:						1,108.52	.00					
UTILITY REFUND #12												
2085	UTILITY REFUND #12	100835.01		THOMAS R SKANTER, 1046 W RECESS WAY, UTILITY REFUND	06/02/2021	5.69	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	100835.01		THOMAS R SKANTER, 1046 W RECESS WAY, UTILITY REFUND	06/02/2021	8.84	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	100835.01		THOMAS R SKANTER, 1046 W RECESS WAY, UTILITY REFUND	06/02/2021	5.47	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 100835.01:						20.00	.00					
2085	UTILITY REFUND #12	130081.05		BRITTNEY LOCKYER, 628 N LAUREN AVE, UTILITY REFUND	06/02/2021	28.42	.00	20-4500 METERED WATER SALES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2085	UTILITY REFUND #12	130081.05		BRITTNEY LOCKYER, 628 N LAUREN AVE, UTILITY REFUND	06/02/2021	34.65	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	130081.05		BRITTNEY LOCKYER, 628 N LAUREN AVE, UTILITY REFUND	06/02/2021	25.51	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 130081.05:						88.58	.00					
2085	UTILITY REFUND #12	130570.02		JONATHAN PRATT STRICKLAND, 1386 W WHEAT ST, UTILITY REFUND	06/02/2021	5.72	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	130570.02		JONATHAN PRATT STRICKLAND, 1386 W WHEAT ST, UTILITY REFUND	06/02/2021	2.67	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	130570.02		JONATHAN PRATT STRICKLAND, 1386 W WHEAT ST, UTILITY REFUND	06/02/2021	1.86	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 130570.02:						10.25	.00					
2085	UTILITY REFUND #12	181130.02		TY B & SHELBY M HOOKER KELLEY, 1304 N ATHERTON AVE, UTILITY REFUND	05/26/2021	118.54	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	181130.02		TY B & SHELBY M HOOKER KELLEY, 1304 N ATHERTON AVE, UTILITY REFUND	05/26/2021	131.42	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	181130.02		TY B & SHELBY M HOOKER KELLEY, 1304 N ATHERTON AVE, UTILITY REFUND	05/26/2021	107.15	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 181130.02:						357.11	.00					
2085	UTILITY REFUND #12	183790.01		KEVIN M JONES, 1751 N BUCKLER WAY, UTILITY REFUND	06/02/2021	22.56	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	183790.01		KEVIN M JONES, 1751 N BUCKLER WAY, UTILITY REFUND	06/02/2021	26.60	.00	21-4600 SEWER USER FEES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2085	UTILITY REFUND #12	183790.01		KEVIN M JONES, 1751 N BUCKLER WAY, UTILITY REFUND	06/02/2021	21.83	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 183790.01:						70.99	.00					
2085	UTILITY REFUND #12	200920.01		TRACY WARD & VIRGINIA ESTELLE ANDERSON, 323 E BAY OWL DR, UTILITY REFUND	06/02/2021	25.10	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	200920.01		TRACY WARD & VIRGINIA ESTELLE ANDERSON, 323 E BAY OWL DR, UTILITY REFUND	06/02/2021	30.72	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	200920.01		TRACY WARD & VIRGINIA ESTELLE ANDERSON, 323 E BAY OWL DR, UTILITY REFUND	06/02/2021	22.45	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 200920.01:						78.27	.00					
2085	UTILITY REFUND #12	201825.04		STEPHEN R MILSON, 281 E JAMESTOWNE CT, UTILITY REFUND	06/02/2021	56.28	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	201825.04		STEPHEN R MILSON, 281 E JAMESTOWNE CT, UTILITY REFUND	06/02/2021	67.40	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	201825.04		STEPHEN R MILSON, 281 E JAMESTOWNE CT, UTILITY REFUND	06/02/2021	54.36	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 201825.04:						178.04	.00					
2085	UTILITY REFUND #12	20550.01		BRANDON MILLER, 117 N ORCHARD AVE, UTILITY REFUND	06/02/2021	100.00	.00	20-4500 METERED WATER SALES	0	6/21		
Total 20550.01:						100.00	.00					
2085	UTILITY REFUND #12	251070.03		TIANNA BORG, 298 W PLAYGROUND ST, UTILITY REFUND	06/03/2021	85.93	.00	20-4500 METERED WATER SALES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 251070.03:						85.93	.00					
2085	UTILITY REFUND #12	270000.00		DENALI HEIGHTS COMMON AREA IRR, END SECTION E SIDE, UTILITY REFUND	05/26/2021	12.10	.00	20-4500 METERED WATER SALES	0	6/21		
Total 270000.00:						12.10	.00					
2085	UTILITY REFUND #12	277043.02		JARED K SMITH, 2562 N IDITAROD WAY, UTILITY REFUND	06/02/2021	23.18	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	277043.02		JARED K SMITH, 2562 N IDITAROD WAY, UTILITY REFUND	06/02/2021	28.44	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	277043.02		JARED K SMITH, 2562 N IDITAROD WAY, UTILITY REFUND	06/02/2021	22.18	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 277043.02:						73.80	.00					
2085	UTILITY REFUND #12	278217.02		JANET M JACOB, 3064 W GRANNY SMTIH CT, UTILITY REFUND	06/02/2021	10.03	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	278217.02		JANET M JACOB, 3064 W GRANNY SMTIH CT, UTILITY REFUND	06/02/2021	6.74	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
2085	UTILITY REFUND #12	278217.02		JANET M JACOB, 3064 W GRANNY SMTIH CT, UTILITY REFUND	06/02/2021	12.81	.00	20-4500 METERED WATER SALES	0	6/21		
Total 278217.02:						29.58	.00					
2085	UTILITY REFUND #12	281037.01		PHILLIP ROBERTS, 1505 W CERULEAN ST, UTILITY REFUND	06/02/2021	3.76	.00	20-4500 METERED WATER SALES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2085	UTILITY REFUND #12	281037.01		PHILLIP ROBERTS, 1505 W CERULEAN ST, UTILITY REFUND	06/02/2021	4.86	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	281037.01		PHILLIP ROBERTS, 1505 W CERULEAN ST, UTILITY REFUND	06/02/2021	3.14	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 281037.01:						11.76	.00					
2085	UTILITY REFUND #12	300265.02		JASON J LAROSE, 1032 E MYSTERY DR, UTILITY REFUND	06/02/2021	28.24	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	300265.02		JASON J LAROSE, 1032 E MYSTERY DR, UTILITY REFUND	06/02/2021	31.09	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	300265.02		JASON J LAROSE, 1032 E MYSTERY DR, UTILITY REFUND	06/02/2021	23.33	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 300265.02:						82.66	.00					
2085	UTILITY REFUND #12	30175.01		SHELLY WILLIAMS, 1196 W OWYHEE ST, UTILITY REFUND	06/01/2021	77.27	.00	20-4500 METERED WATER SALES	0	6/21		
Total 30175.01:						77.27	.00					
2085	UTILITY REFUND #12	320059.01		KAREN A BECHTOL, 1172 N WARM RIVER AVE, UTILITY REFUND	06/02/2021	94.35	.00	20-4500 METERED WATER SALES	0	6/21		
2085	UTILITY REFUND #12	320059.01		KAREN A BECHTOL, 1172 N WARM RIVER AVE, UTILITY REFUND	06/02/2021	1.76	.00	21-4600 SEWER USER FEES	0	6/21		
2085	UTILITY REFUND #12	320059.01		KAREN A BECHTOL, 1172 N WARM RIVER AVE, UTILITY REFUND	06/02/2021	1.16	.00	26-4975 SOLID WASTE USER FEES	0	6/21		
Total 320059.01:						97.27	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total UTILITY REFUND #12:						1,373.61	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	65707		STATEMENT PRINTING & POSTAGE, MAY'21 - ADMIN	05/31/2021	1,916.55	.00	01-6190 P0STAGE & BILLING	0	6/21		
857	VALLI INFORMATION SYSTEMS, INC	65707		STATEMENT PRINTING & POSTAGE, MAY'21 - WATER	05/31/2021	1,311.32	.00	20-6190 P0STAGE & BILLING	0	6/21		
857	VALLI INFORMATION SYSTEMS, INC	65707		STATEMENT PRINTING & POSTAGE, MAY'21 - SEWER	05/31/2021	1,311.32	.00	21-6190 P0STAGE & BILLING	0	6/21		
857	VALLI INFORMATION SYSTEMS, INC	65707		STATEMENT PRINTING & POSTAGE, MAY'21 - PI	05/31/2021	504.36	.00	25-6190 P0STAGE & BILLING	0	6/21		
Total 65707:						5,043.55	.00					
857	VALLI INFORMATION SYSTEMS, INC	65708		LOCKBOX TRANSACTIONS FOR MAY'21 - ADMIN	05/31/2021	76.95	.00	01-6505 BANK FEES	0	6/21		
857	VALLI INFORMATION SYSTEMS, INC	65708		LOCKBOX TRANSACTIONS FOR MAY'21 - WATER	05/31/2021	52.64	.00	20-6505 BANK FEES	0	6/21		
857	VALLI INFORMATION SYSTEMS, INC	65708		LOCKBOX TRANSACTIONS FOR MAY'21 - SEWER	05/31/2021	52.64	.00	21-6505 BANK FEES	0	6/21		
857	VALLI INFORMATION SYSTEMS, INC	65708		LOCKBOX TRANSACTIONS FOR MAY'21 - PI	05/31/2021	20.25	.00	25-6505 BANK FEES	0	6/21		
Total 65708:						202.48	.00					
Total VALLI INFORMATION SYSTEMS, INC:						5,246.03	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9880806858		MODEM SERVICE FOR WELLS AND LIFT STATIONS, 4/29-5/28/21 - WATER	05/28/2021	264.27	.00	20-6255 TELEPH0NE EXPENSE	0	6/21		
1575	VERIZON WIRELESS	9880806858		MODEM SERVICE FOR WELLS AND LIFT STATIONS, 4/29-5/28/21 - SEWER	05/28/2021	376.01	.00	21-6255 TELEPH0NE EXPENSE	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9880806858		MODEM SERVICE FOR WELLS AND LIFT STATIONS, 4/29-5/28/21 - P.I	05/28/2021	86.04	.00	25-6255 TELEPH0NE EXPENSE	0	6/21		
Total 9880806858:						726.32	.00					
Total VERIZON WIRELESS:						726.32	.00					
W.W. GRAINGER												
162	W.W. GRAINGER	9907723440	11679	VENT WALL ACTUATORS, FOR GENERATOR BUILDING, T. SHAFFER, MAY'21 - SEWER	05/20/2021	2,567.60	.00	21-6150 M & R - SYSTEM	0	6/21		
Total 9907723440:						2,567.60	.00					
162	W.W. GRAINGER	9911588565	11699	BULB REPLACEMENTS FOR BIOTRAIN RUN DOWN/FAIL LIGHTS, T. SHAFFER, MAY'21 - SEWER	05/24/2021	28.12	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/21		
Total 9911588565:						28.12	.00					
Total W.W. GRAINGER:						2,595.72	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0541283		RECORDS DESTRUCTION, 5/1/21 - 5/31/21, JUNE'21 - ADMIN	06/01/2021	12.16	.00	01-6052 CONTRACT SERVICES	0	6/21		
1633	WESTERN RECORDS DESTRUCTION, INC.	0541283		RECORDS DESTRUCTION, 5/1/21 - 5/31/21, JUNE'21 - WATER	06/01/2021	8.32	.00	20-6052 CONTRACT SERVICES	0	6/21		
1633	WESTERN RECORDS DESTRUCTION, INC.	0541283		RECORDS DESTRUCTION, 5/1/21 - 5/31/21, JUNE'21 - SEWER	06/01/2021	8.32	.00	21-6052 C0NTRACT SERVICES	0	6/21		
1633	WESTERN RECORDS DESTRUCTION, INC.	0541283		RECORDS DESTRUCTION, 5/1/21 - 5/31/21, JUNE'21 - PI	06/01/2021	3.20	.00	25-6052 C0NTRACT SERVICES	0	6/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 0541283:						32.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						32.00	.00					
WEX BANK												
1234	WEX BANK	72149582		FUEL, MAY'21 - ADMIN	05/31/2021	.55	.00	01-6300 FUEL	0	6/21		
1234	WEX BANK	72149582		FUEL, MAY'21 - PARKS	05/31/2021	1,303.30	.00	01-6300 FUEL	1004	6/21		
1234	WEX BANK	72149582		FUEL, MAY'21 - BUILDING INSPECTION	05/31/2021	386.45	.00	01-6300 FUEL	1005	6/21		
1234	WEX BANK	72149582		FUEL, MAY'21 - WATER	05/31/2021	406.78	.00	20-6300 FUEL	0	6/21		
1234	WEX BANK	72149582		FUEL, MAY'21 - SEWER	05/31/2021	16.62	.00	21-6300 FUEL	0	6/21		
1234	WEX BANK	72149582		FUEL, MAY'21 - PI	05/31/2021	102.58	.00	25-6300 FUEL	0	6/21		
Total 72149582:						2,216.28	.00					
Total WEX BANK:						2,216.28	.00					
Grand Totals:						438,372.85	328,587.95					

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.

751 W 4th Street | Kuna, ID | 83634
(208) 922-5274 | www.kunacity.id.gov

EXHIBIT CHECKLIST

Case Name: Silver Trail No. 7
Case No.(s): 21-07-FP (Final Plat)

File Exhibit No.	EXHIBITS	Page No.
	Exhibit List	1
1.1	Staff Memo	2
2.1	P&Z Application Coversheet	4
2.2	Final Plat Application	7
2.4	Final Plat	8
2.5	Approved Findings of Fact & Conclusions of Law – 09.09.2013	12
2.9	Affidavit of Legal Interest	18
2.10	Warranty Deed	19
2.11	Vicinity Map	23
2.3	Narrative	24
2.6	Common Area Maintenance Agreement	25
1.2	Agency Notification Transmittal	28
2.7	Public Works Comments	29
2.8	Kuna Rural Fire District Comments	31

City of Kuna

City Council
Staff Memo

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

To: Kuna City Council

Case Number: 21-07-FP (Final Plat)
Silver Trail No. 7

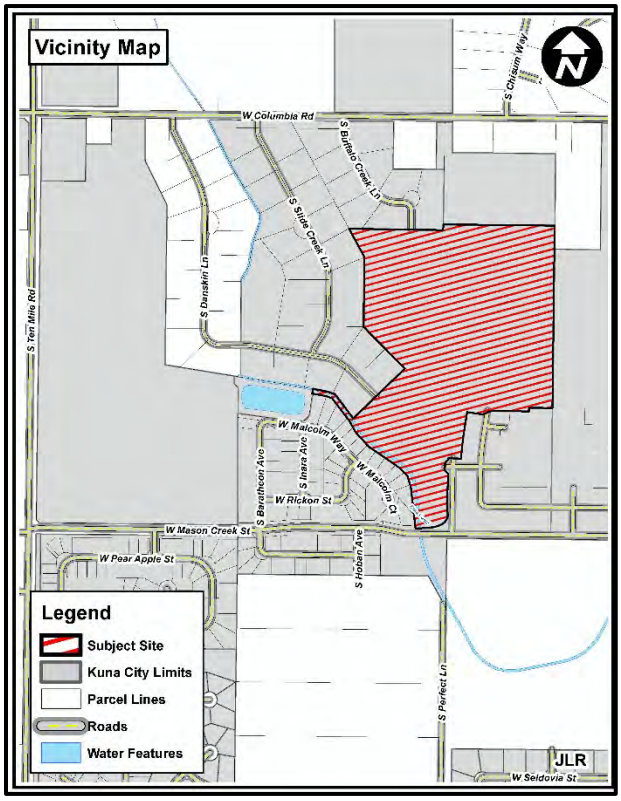
Location: One-Half Mile East of the
N Ten Mile Road and
W Mason Creek Street Intersection,
Kuna, ID 83634

Planner: Jessica Reid, Planning Services Specialist

Meeting Date: June 15, 2021

Owner: Viper Investments, LLC
1977 E Overland Road
Meridian, ID 83642
208.991.4931

Applicant: David Crawford
B & A Engineers
5505 W. Franklin Rd.
Boise, ID 83705
208.343.3381
DaCrawford@baengineers.com



A. General Project Facts:

1. David Crawford of B&A Engineers, requests Final Plat approval on behalf of Viper Investments, for Silver Trail Subdivision No. 7. The project is approx. 10.45 acres with an R-6 (Medium Density Residential) zoning designation, and will consist of 30 single-family buildable lots and ten (10) common lots. The subject site is located approx. one-half mile East of the S Ten Mile Road and W Mason Creek Street intersection (APN: R1727750166); Section 11, Township 2 North, Range 1 West.

B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks Final Plat approval for Silver Trail Subdivision No. 7.
2. Staff has determined that the proposed Final Plat for Silver Trail Subdivision No. 7 is in substantial conformance with the previously Council-approved Preliminary Plat (09.03.2013; Case No. 13-02-S).

C. Applicable Standards:

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

D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance as recommended by Kuna Public Works Staff.

2. Upon City Council Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the Final Plat check-off list prior to requesting Kuna City Engineer's signature on the Final Plat Mylar.

Planning & Zoning Application Coversheet

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

****Office Use Only****

File No.(s): 21-07-FP

Project Name: Silver Trail No. 7

Date Received: received 4·27·21

Date Accepted as Complete: 05.11.2021

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

☐	Annexation	☐	Appeal
☐	Comp. Plan Map Amendment	☐	Combination Pre & Final Plat
☐	Design Review	☐	Development Agreement
☐	Final Planned Unit Development	✓	Final Plat
☐	Lot Line Adjustment	☐	Lot Split
☐	Ordinance Amendment	☐	Planned Unit Development
☐	Preliminary Plat	☐	Rezone
☐	Special Use Permit	☐	Temporary Business
☐	Vacation	☐	Variance

Owner of Record

Name: Viper Investments, LLC

Address: 1977 E. Overland Rd. Meridian, ID 83642

Phone: 208-991-4931 Email:

Applicant (Developer) Information

Name: David Crawford B&A Engineers, Inc.

Address: 5505 W. Franklin Rd. Boise, ID 83705

Phone: 208-343-3381 Email: dacrawford@baengineers.com

Engineer/Representative Information

Name: B&A Engineers, Inc. Joe Canning

Address: 5505 W. Franklin Rd. Boise, ID 83705

Phone: 208-343-3381 Email: jdcanning@baengineers.com

Subject Property Information

Site Address: _____

Nearest Major Cross Streets: Columiba Rd. & Ten Mile Rd.

Parcel No.(s): R1727750165 6

Section, Township, Range: Sec. 11, T2N, R1W

Property Size: 10.45 ac

Current Land Use: under const. Proposed Land Use: Residential

Current Zoning: R-6 Proposed Zoning: No Change

Project Description

Project Name: SIlver Trail Subdivision No. 7

General Description of Project: Approval of & signature on final plat.

Type of proposed use (check all that apply and provide specific density/zoning):

■ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD

☐ Office ☐ Industrial: M-1 M-2 ☐ Other: _____

Type(s) of amenities provided with development: n/a

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO

If YES, please describe: _____

Will any existing buildings remain? YES NO

No. of Residential Units: 30 No. of Building Lots: 30

No. of Common Lots: 10 No. of Other Lots: _____

Type of dwelling(s) proposed (check all that apply):
■ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): N/A

Gross Density (Dwelling Units ÷ Total Acreage): 2.87 du/ac

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 5.69 du/ac

Percentage of Open Space provided: 14% Acreage of Open Space: 1.46 ac

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

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

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

Building height: _____ Hours of Operation: _____

Total no. of employees: _____ Max no. of employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking:

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: [signature] - B&A Engineers, Inc. Date: 4/26/21

Final Plat Application

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

KUNA Planning & Zoning

A Final Plat application does NOT require a Public Hearing. It will be placed on the City Council agenda as a regular agenda item.

****Office Use Only****

Case No(s).: 21-07-FP

Project Name: Silver Trail No. 7

Date Received: 4.27.21

Date Accepted as Complete: 05.11.2021

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

- ✓ Complete Planning & Zoning Application Coversheet.
- ✓ All pages of the proposed Final Plat.
- Under Const. Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- ✓ Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- ✓ Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- ✓ Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- ✓ Any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

The Final Plat shall include and be in compliance with all items required under Idaho Code §50-13.

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

Silver Trail Subdivision No. 7

A re-subdivision of a portion of Lot 68, Block 1 of Danskin Ridge Subdivision No. 6 and adjoining land situate in the west half of northeast quarter of Section 11, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho.

2021

Legend

- Subdivision boundary line
- Lot line
- Section line
- Street centerline
- Water, sewer, drainage, and pressure irrigation easement line (unless otherwise noted), see Note 10 for more information
- 10' wide Public utility & City of Kuna easement line, see Notes 9 and 10 for more information.
- 10' wide storm drainage easement line, unless otherwise dimensioned, see Note 14 for more information.
- Adjoining property line
- (2) Lot Number
- (5) Existing Lot Number
- Found 5/8" pin with cap labeled "LS 4116"
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
- West Quarter Corner, found brass cap CP&F No. 2019-004532
- Southwest Section Corner, found brass cap CP&F No. 2019-004534

NORTH

40 0 40

HORIZONTAL SCALE: 1"=40'

Block 21 (1) 36,049 SF

Block 20 (2) 8,034 SF; (1) 3,016 SF

Block 22 (1) 7,210 SF; (2) 1,000 SF; (3) 7,210 SF; (4) 7,210 SF; (5) 7,639 SF; (6) 1,826 SF; (7) 7,681 SF

Block 23 (1) 7,690 SF; (2) 888 SF

Block 24 (10) 7,406 SF; (11) 1,736 SF; (12) 7,406 SF

Block 16 (10) 7,931 SF; (9) 7,506 SF; (8) 7,505 SF

Block 17 (11) 7,993 SF; (12) 7,978 SF; (13) 8,135 SF; (10) 2,075 SF; (9) 7,997 SF; (8) 7,938 SF; (7) 7,938 SF

Block 19 (3) 7,380 SF; (4) 7,250 SF; (5) 7,250 SF; (6) 7,250 SF; (2) 7,365 SF; (1) 1,798 SF

S. School Ave. · S. Foraker Way · S. Iditarod Ave. · S. Sansa Ave.

W. Declan St. · W. Giantsbane St. · W. Hodor St.

Lot 68, Block 1 Danskin Ridge Sub. No. 6

Unplatted

ACHD Storm Drain Easement per Inst. No. _____

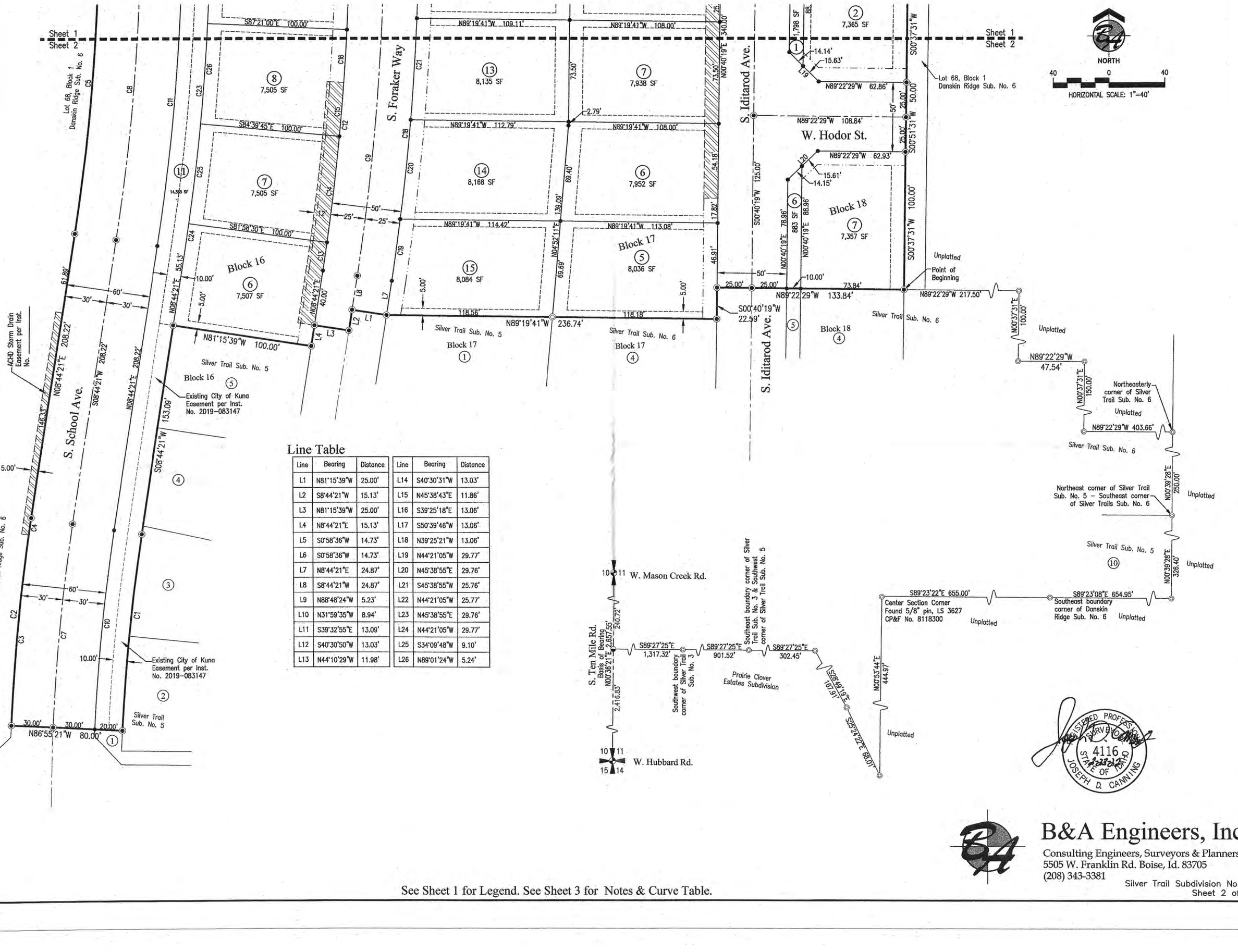
Sheet 1 / Sheet 2



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

See Sheet 2 for Line Table. See Sheet 3 for Notes & Curve Table.

Silver Trail Subdivision No. 7


Sheet 1
Sheet 2
NORTH
HORIZONTAL SCALE: 1"=40'
S. Foraker Way
S. Iditarod Ave.
S. School Ave.
W. Hodor St.
W. Mason Creek Rd.
W. Hubbard Rd.
S. Ten Mile Rd.
Basis of Bearing N00°36'21"E 2,657.55'
Block 16
Block 17
Block 18
Silver Trail Sub. No. 5
Silver Trail Sub. No. 6
Lot 68, Block 1 Danskin Ridge Sub. No. 6
Unplatted
Point of Beginning
Existing City of Kuna Easement per Inst. No. 2019-083147
ACHD Storm Drain Easement per Inst. No.
Northeasterly corner of Silver Trail Sub. No. 6
Northeast corner of Silver Trail Sub. No. 5 – Southeast corner of Silver Trails Sub. No. 6
Center Section Corner Found 5/8" pin, LS 3627 CP&F No. 8118300
Southeast boundary corner of Danskin Ridge Sub. No. 6
Southwest boundary corner of Silver Trail Sub. No. 3
Southeast boundary corner of Silver Trail Sub. No. 3 & Southwest corner of Silver Trail Sub. No. 5
Prairie Clover Estates Subdivision
1,798 SF
7,365 SF
8,135 SF
7,938 SF
7,505 SF
8,168 SF
7,952 SF
7,505 SF
8,084 SF
8,036 SF
7,507 SF
883 SF
7,357 SF
14,353 SF
S87°21'00"E 100.00'
N89°19'41"W 109.11'
N89°19'41"W 108.00'
S84°39'45"E 100.00'
N89°19'41"W 112.79'
N89°19'41"W 108.00'
S81°58'30"E 100.00'
N89°19'41"W 114.42'
N89°19'41"W 113.08'
N89°19'41"W 236.74'
N81°15'39"W 100.00'
N89°22'29"W 62.86'
N89°22'29"W 108.84'
N89°22'29"W 62.93'
N89°22'29"W 133.84'
N89°22'29"W 217.50'
S00°40'19"W 22.59'
N89°22'29"W 47.54'
N89°22'29"W 403.66'
S89°23'22"E 655.00'
S89°23'08"E 654.95'
S89°27'25"E 1,317.32'
S89°27'25"E 901.52'
S89°27'25"E 302.45'
S28°49'19"E 167.97'
S25°24'22"E 68.01'
N00°53'44"E 444.97'
N00°37'31"E 100.00'
N00°37'31"E 150.00'
N00°39'28"E 250.00'
N00°39'28"E 326.40'
S00°37'31"W 100.00'
S00°51'31"W 50.00'
S00°40'19"W 125.00'
N00°40'19"E 88.96'
N00°40'19"E 78.96'
N00°40'19"E 240.72'
N00°40'19"E 340.00'
S00°37'31"W
N08°44'21"E 208.22'
S08°44'21"W 208.22'
N08°44'21"E 208.22'
S08°44'21"W 153.09'
N08°44'21"E 55.13'
N08°44'21"E 40.00'
N04°52'11"E 69.69'
S00°58'36"W 14.73'
N86°55'21"W 80.00'
N10°39'28"E 2,416.83'
61.89'
146.33'
14.14'
15.63'
15.61'
14.15'
2.79'
73.50'
69.40'
139.09'
54.18'
17.82'
46.91'
118.56'
118.18'
78.96'
88.96'
73.84'
25.00'
50.00'
100.00'
125.00'
340.00'
240.72'
2,657.55'
2,416.83'
5.00'
10.00'
20.00'
30.00'
60'
30'
25'
50'
R=25.00'
R=50.00'
R=75.00'
R=100.00'
R=125.00'
R=150.00'
R=175.00'
R=200.00'
R=225.00'
R=250.00'
R=275.00'
R=300.00'
R=325.00'
R=350.00'
R=375.00'
R=400.00'
R=425.00'
R=450.00'
R=475.00'
R=500.00'
R=525.00'
R=550.00'
R=575.00'
R=600.00'
R=625.00'
R=650.00'
R=675.00'
R=700.00'
R=725.00'
R=750.00'
R=775.00'
R=800.00'
R=825.00'
R=850.00'
R=875.00'
R=900.00'
R=925.00'
R=950.00'
R=975.00'
R=1000.00'

Silver Trail Subdivision No. 7

Notes

1. Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.

2. All references to Homeowners' Association hereon are to the Silver Trail Subdivision Homeowners' Association and the owners of the lots, within said subdivision, jointly pursuant to the Master Declaration of Covenants, Conditions, and Restrictions, recorded as Instrument No. 2015-010835, as amended and as may be amended from time to time.

3. Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision and may require amendment of the development agreement.

4. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Silver Trail Subdivision.

5. Lots shall not be reduced in size without prior approval from the health authority.

6. Lot 11, Block 16; Lot 10, Block 17; Lot 6, Block 18; Lot 1, Block 19; Lot 1, Block 20; Lot 1, Block 21; Lots 2 and 6, Block 22; Lot 2, Block 23; and Lot 11, Block 24 are designated as common area lots to be owned and maintained by the Homeowners' Association. The Homeowners' Association (HOA), it's ownership, and maintenance commitments cannot be dissolved without express written consent from the City of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation, as determined by the City of Kuna. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment.

7. No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.

8. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.

9. Public utility easement is hereby reserved as follows:
   • 10-feet wide along public right-of-ways.

10. Water, sewer, drainage, and irrigation easements are hereby dedicated to the City of Kuna for the installation and maintenance of lines as shown hereon (unless otherwise dimensioned).
    • 10-feet wide along public right-of-ways, rear lot lines, and the exterior boundary.
    • 10-feet wide along and centered on interior lot lines.

11. Direct lot access to S. School Ave. is prohibited unless specifically approved in writing by the Ada County Highway District and the City of Kuna.

12. Maintenance of any irrigation, drainage pipe, or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.

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

14. Portions of Lots 6-8, Block 16; Lots 6-8 and Lot 10, Block 17; Lots 3-5, Block 19; and Lots 1-3, Block 22 are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement, recorded on November 10, 2015 as Instrument No. 2015-103256, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (The "MASTER EASEMENT"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section §40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.

15. This development is subject to a License Agreement, Inst. No. _____ to benefit the Ada County Highway District.

16. Lot 6, Block 22 and Lot 11, Block 24 are subject to a blanket public utility and City of Kuna easement.

Curve Table

Curve	Delta	Radius	Arc	Chord Bearing	Chord Distance
C1	5°39'42"	1,450.00'	143.28'	S5°54'30"W	143.22'
C2	5°39'42"	1,530.00'	151.19'	S5°54'30"W	151.13'
C3	5°12'00"	1,530.00'	138.86'	S5°40'39"W	138.81'
C4	0°27'42"	1,530.00'	12.33'	S8°30'30"W	12.33'
C5	7°45'45"	1,470.00'	199.16'	N4°51'29"E	199.01'
C6	6°34'30"	550.00'	63.12'	N2°18'39"W	63.08'
C7	5°39'42"	1,500.00'	148.22'	S5°54'30"W	148.16'
C8	7°45'45"	1,500.00'	203.22'	N4°51'29"E	203.07'
C9	7°45'45"	1,675.00'	226.93'	N4°51'29"E	226.76'
C10	5°39'42"	1,470.00'	145.26'	S5°54'30"W	145.20'
C11	7°45'45"	1,530.00'	207.29'	N4°51'29"E	207.13'
C12	7°45'45"	1,650.00'	223.54'	N4°51'29"E	223.37'
C13	0°42'51"	1,650.00'	20.56'	N8°22'56"E	20.56'
C14	2°41'15"	1,650.00'	77.40'	N6°40'53"E	77.39'
C15	1°13'37"	1,650.00'	35.33'	N4°43'27"E	35.33'
C16	1°27'39"	1,650.00'	42.07'	N3°22'49"E	42.06'
C17	1°40'24"	1,650.00'	48.18'	N1°48'48"E	48.18'
C18	7°45'45"	1,700.00'	230.32'	N4°51'29"E	230.14'
C19	1°31'29"	1,700.00'	45.24'	N7°58'36"E	45.24'
C20	2°26'14"	1,700.00'	72.32'	N5°59'44"E	72.31'
C21	2°28'50"	1,700.00'	73.60'	N3°32'12"E	73.59'
C22	1°19'11"	1,700.00'	39.16'	N1°38'12"E	39.16'
C23	7°45'45"	1,550.00'	210.00'	N4°51'29"E	209.84'
C24	0°42'51"	1,550.00'	19.32'	N8°22'56"E	19.32'
C25	2°41'15"	1,550.00'	72.71'	N6°40'53"E	72.70'
C26	2°41'15"	1,550.00'	72.71'	N3°59'37"E	72.70'
C27	1°40'24"	1,550.00'	45.26'	N1°48'48"E	45.26'
C28	58°45'29"	18.00'	18.46'	S30°21'20"W	17.66'
C29	59°16'10"	18.00'	18.62'	S28°39'29"E	17.80'

Survey Narrative

Purpose: The purpose is to create a subdivision with 30 buildable lots and 10 open space lots.

Boundary Establishment: The boundary was established per the boundary of Danskin Ridge Subdivision No. 6.

Records Used: (All within Ada County, Idaho)

CP&F's Section 14
2019-004532 West Quarter Corner
2019-004534 Southwest Section Corner

Subdivision Plats
Danskin Ridge Subdivision No. 6, Book 103, Pages 13739-13741
Prairie Clover Estates Subdivision, Book 69, Pages 7074-7075
Silver Trail Subdivision Phase 1, Book 108, Pages 15053-15056
Silver Trail Subdivision No. 3, Book 115, Pages 17157-17159
Silver Trail Subdivision No. 5, Book ___, Pages _____
Silver Trail Subdivision No. 6, Book ___, Pages _____

Certificate of Owners

A re-subdivision of a portion of Lot 68, Block 1 of Danskin Ridge Subdivision No. 6 as shown in Book 103 of Plats at Pages 13739 through 13741, records of Ada County, Idaho, and adjoining land situate in the west half of northeast quarter of Section 11, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southwest corner of said Section 11; thence N00°36'21"E, 2,416.83 feet along the westerly boundary of the southwest quarter of said Section 11 and along the centerline of South Ten Mile Road to a point which bears S00°36'21"W, 240.72 feet from the northwest corner of the southwest quarter of said Section 11; thence S89°27'25"E, 1,317.32 feet along a random line to the southwesterly corner of said Lot 68 and to the southwest corner of Silver Trail Subdivision No. 3 as shown in Book 115 of Plats at Pages 17157 through 17159, records of Ada County, Idaho, also being the northwest corner of Prairie Clover Estates Subdivision as shown in Book 69 of Plats at Pages 7074 through 7075, records of Ada County, Idaho; thence S89°27'25"E, 901.52 feet along the southerly boundary of said Lot 68 and said Silver Trail Subdivision No. 3 and the northerly boundary of said Prairie Clover Estates Subdivision to the southeast corner of said Silver Trail Subdivision No. 3; thence S89°27'25"E, 302.45 feet, continuing along the southerly boundary of said Lot 68 and the northerly boundary of said Prairie Clover Estates Subdivision; thence S28°49'19"E, 167.91 feet along said southerly boundary and the northeasterly boundary of said Prairie Clover Estates Subdivision; thence S25°24'22"E, 68.01 feet along said southerly boundary and said northeasterly boundary; thence N00°53'44"E, 444.97 feet along said southerly boundary to the center quarter corner of said Section 11; thence S89°23'22"E, 655.00 feet along said southerly boundary to the southeast corner of said Danskin Ridge Subdivision No. 6; thence S89°23'08"E, 654.95 feet; thence N00°39'28"E, 326.40 feet; to the Northeast corner of Silver Trail Subdivision No. 5 as shown in Book ___ of Plats at Pages _____ through _____; thence continuing N00°39'28"E, 250.00 feet; thence N89°22'29"W, 403.66 feet; thence N00°37'31"E, 150.00 feet; thence N89°22'29"W, 47.54 feet; thence N00°37'31"E, 100.00 feet; thence N89°22'29"W, 217.50 feet to the Point of Beginning:

Thence N89°22'29"W, 133.84 feet;
Thence S00°40'19"W, 22.59 feet;
Thence N89°19'41"W, 118.18 feet to the northeasterly corner of said Silver Trail Subdivision No. 5;

Thence the following courses and distances along the boundary of said Silver Trail Subdivision No. 5:
N89°19'41"W, 118.56 feet;
N81°15'39"E, 25.00 feet;
S08°44'21"W, 15.13 feet;
N81°15'39"W, 25.00 feet;
S08°44'21"W, 15.13 feet;
N81°15'39"W, 100.00 feet;
S08°44'21"W, 153.09 feet;
143.28 feet along a tangent curve deflecting to the left, having a radius of 1,450.00 feet, a central angle of 05°39'42", a long chord bearing of S05°54'30"W, and a long chord distance of 143.22 feet;
N86°55'21"W, 80.00 feet;

Thence 151.19 feet along a non-tangent curve deflecting to the right, having a radius of 1,530.00 feet, a central angle of 05°39'42", a long chord of N05°54'30"E, and a long chord distance of 151.13 feet;
Thence N08°44'21"E, 208.22 feet;
Thence 199.16 feet along a tangent curve deflecting to the left, having a radius of 1,470.00 feet; a central angle of 07°45'45", a long chord of N04°51'29"E, and a long chord distance of 199.01 feet;
Thence N00°58'36"E, 272.71 feet;
Thence S89°01'24"E, 80.00 feet;
Thence S00°58'36"W, 14.73 feet;
Thence S89°01'24"E, 100.00 feet;
Thence N00°58'36"E, 14.73 feet;
Thence S89°01'24"E, 50.00 feet
Thence 63.12 feet along a non-tangent curve deflecting to the left, having a radius of 550.00 feet; a central angle of 06°34'30", a long chord of N02°18'39"W, and a long chord distance of 63.08 feet;
Thence S89°25'58"E, 218.28 feet;
Thence S00°40'19"W, 80.78 feet;
Thence S89°19'41"E, 150.00 feet;
Thence N00°40'19"E, 226.30 feet;
Thence S89°19'41"E, 100.00 feet;
Thence N00°40'19"E, 37.01 feet;
Thence S89°22'29"E, 137.20 feet;
Thence S00°37'31"W, 100.00 feet;
Thence S03°58'10"W, 50.08 feet;
Thence S00°40'19"W, 250.00 feet;
Thence N89°22'29"W, 33.14 feet;
Thence S00°37'31"W, 100.00 feet;
Thence N89°22'29"W, 217.50 feet;
Thence S00°37'31"W, 100.00 feet;
Thence S00°51'31"W, 50.00 feet;
Thence S00°37'31"W, 100.00 feet to the Point of Beginning.

Comprising 10.45 acres, more or less.

See Sheet 4 for Certificate of Owners Signature

REGISTERED PROFESSIONAL LAND SURVEYOR
JOSEPH D. CANNING
4116
STATE OF IDAHO

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Silver Trail Subdivision No. 7

Certificate of Owners Signature

The public streets shown on this plat are hereby dedicated to the public; the easements shown on this plat are not dedicated to the public, but the right to used said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. The lots within this subdivision are eligible to receive water service from the City of Kuna; and the City of Kuna has agreed in writing to serve all of the lots within this subdivision.

IN WITNESS WHEREOF: I have hereunto set my hand on this 23rd day of March, 2021.

Corey D. Barton, President
Challenger Development, Inc

Acknowledgment

State of Idaho)
)ss.
County of Ada)

On this 23rd day of March, in the year of 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Corey D. Barton, known or identified to me to be the President of Challenger Development, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same..

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

Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires 6-05-22

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

Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of SILVER TRAIL SUBDIVISION NO. 7, as described in the Certificate of Owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

Joseph D. Canning, P.L.S. No. 4116

REGISTERED PROFESSIONAL LAND SURVEYOR JOSEPH D. CANNING 4116 STATE OF IDAHO

Approval of Central District Health

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

Central District Health, EHS Date

Approval of Ada County Highway District

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

Commission President
Ada County Highway District

Approval of City Engineer

I, the undersigned, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this _____ day of _____, _____, hereby approve this plat.

Kuna City Engineer

Approval of City Council

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

Kuna City Clerk

Certificate of County Surveyor

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

County Surveyor Date

Certificate of County Treasurer

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

Ada County Treasurer Date

Certificate of County Recorder

State of Idaho)
)ss. Instrument No._____
County of Ada)

I hereby certify that this instrument was filed at the request of _____

at _____ minutes past _____ o'clock __M.,

this _____ day of _____ , _____,

in my office, and was recorded in Book _____ of Plats at Pages _____ through _____.

Fee:_____

Ex-Officio Recorder: Phil McGrane

Deputy:_____

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

City of Kuna

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

Findings of Fact

To:	Kuna City Council
Case Number:	13-02-S Subdivision, Preliminary Plat
Location:	North Red Delicious Avenue (SEC Ten Mile & Mason Creek St.) Kuna, Idaho 83634
Planner:	Troy Behunin, Senior Planner
Meeting Date:	August 6, 2013 (Continued) August 20, 2013
Findings of Fact:	September 3, 2013
Applicants:	LEI Engineers & Planners, *Laren Bailey* 2040 S. Eagle Road Meridian, ID, 83642 208.846.9600 lbailey@LEI-Eng.com DBTV Applewood Farm LLC, *Tim Eck* 6152 W. Half Moon lane Eagle, ID, 83616 208.850.0591 Tweenterprises@yahoo.com

Table of Contents:

A. Course Proceedings
B. General Facts, Staff Analysis
C. Applicable Standards
D. Comprehensive Plan Analysis
E. Findings of Fact
F. Conclusions of Law
G. Order of Decision by the Council

A. Course of Proceedings

1. Proposing Preliminary Plat for a residential subdivision is designated in Kuna City Code (KCC), 1-14-3 as a public hearing, with the City Council as the decision making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.
   a. Notifications

i.	Agencies	April 15, 2013
ii.	300' Property Owners	July 2, 2013 (sent)
iii.	Kuna Melba Newspaper	July 10, 2013
iv.	Site Posted	July 25, 2013

2. In accordance with KCC Title 6 in Kuna City Code (KCC) this application seeks re-approval for a Preliminary Plat (residential subdivision), known as Silver Trail Subdivision.

B. General Project Facts, Staff Analysis:

1. Request: The applicant is seeking preliminary plat re-approval for a residential subdivision in Kuna consisting of 115 buildable lots and 11 common lots over two parcels, and approximately 29.3 acres.

2. The applicant has submitted all necessary documents and materials for review and has held the appropriate neighborhood meeting and posted the site in accordance with KCC posting requirements.

3. History: The applicant is proposing a new preliminary re-plat for 115 lots and 11 common lots. This request has a slightly different lot arrangement than what was previously approved. The new lot count reflects an effort to match the developers Local Improvement District (LID) Equivalent Dwelling Units (EDU) obligation for the parcel. The overall increase in lots from the previous approval is about 15 additional buildable lots but remains within allowable densities for the R-6 zone.

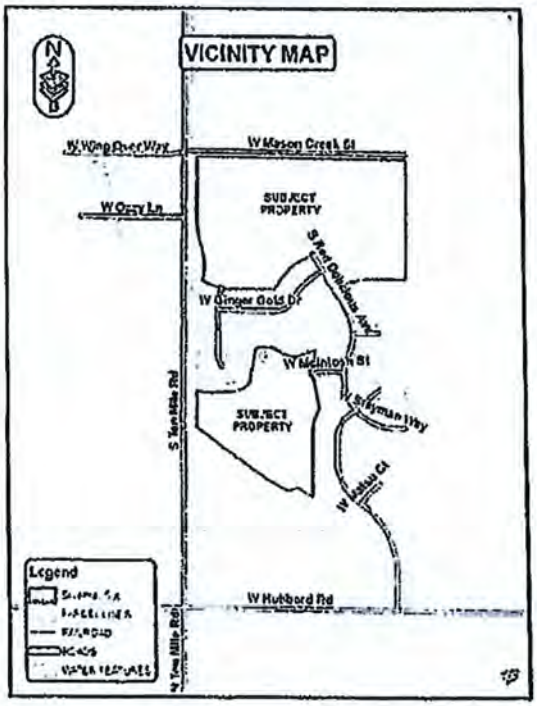
4. Legal Description: A legal description was included with the application and is in the file.

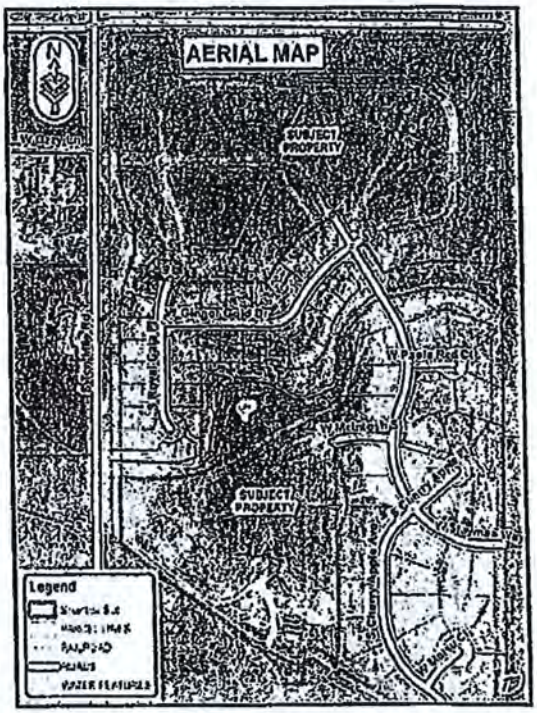
5. Comprehensive Plan Designation: The Future Land Use map (FLU) identifies a designation of Medium Residential. In 2006 when this preliminary plat was originally approved, it was granted the R-6 zoning. In accordance with KCC 5-3-2, staff views this residential use request as compatible.

6. Land Use:

Direction	Current Zoning	
North	R-6	Medium Residential – Kuna City
South	RR	Rural Residential – *Ada County*
East	R-6, RR	Medium Residential – Kuna City and Rural Residential – *Ada County*
West	RR	Rural Residential – *Ada County*

6.1 Vicinity and Aerial Maps:





6.2 Parcel Numbers: APN: R1727740012, S1311336210

6.3 Parcel Sizes and Current Zoning:
Acres: 20.14 acres, 9.13 acres
Zoning: R-6 for both parcels.

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

6.5 Existing Structures, Vegetation and Natural Features: The site is currently vacant and relatively flat. The vegetation is what is commonly associated with a vacant lot, and the site has more than 1,200 feet of street frontage along Mason Creek Street.

6.6 Transportation / Connectivity: Road frontage is on Mason Creek Street, additional access is from Ten Mile Road.

6.7 Public Services, Utilities and Facilities: The following agencies returned comments on this project; City Engineer, Kuna Forester, Department of Environmental Quality and Central District Health Department.

C. Applicable Standards:
1. City of Kuna Zoning Ordinance No. 230.
2. City of Kuna Design Review Ordinance, 2011-08.
3. City of Kuna Subdivision Ordinance No. 2010-15, title 6 Subdivision Regulations.
4. City of Kuna Landscape Ordinance No. 2006-100.
5. City of Kuna Comprehensive Plan.
6. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

D. Comprehensive Plan Analysis:
The City Council may accept the Comprehensive Plan components as described below.

1. The proposed subdivision preliminary plat for the site is consistent with the following Comprehensive Plan components:

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

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

GOALS AND POLICIES – *Economic Development*
Goal 1: ***Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community.***

Policy 1.3: The City will develop a policy to provide incentives and/or assistance in order to competitively attract firms.

GOALS AND POLICIES – *Land Use*

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

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

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

E. Findings of Fact:

1. All required procedural items have been completed as shown in the staff report.
2. The proposed residential development complies with Section 6.0 of Kuna's Comprehensive Plan.
3. Public services are available and are adequate to accommodate this site's development.
4. The residential preliminary plat appears to not be detrimental to the public's health, safety and general welfare.
5. The site is zoned R-6 and intended for use as a residential subdivision after acquiring the proper approvals.
6. The project description and staff analysis and findings of fact are correct
7. Recommendation by the Planning and Zoning Commission:

   Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* for Case No. 13-02-S, a subdivision request by DBTV Applewood Farm, LLC, (Tim Eck), with the following conditions of approval:

   a) Follow all staff recommendations listed in the staff report,
   b) Developer shall coordinate with and follow the City Forester on alternate trees for certain species,
   c) Single story homes for lots that back North Ten Mile Road,
   d) Match and continue the existing perimeter fence,
   e) Work with the City to provide correct fencing around retention ponds.

F. Conclusions of Law:

1. The preliminary plat use is consistent with Kuna City Code.
2. The preliminary plat use appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a preliminary plat use.
4. The preliminary plat use is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The residential preliminary plat is not likely to cause adverse public health problems.
6. The residential preliminary plat appears to be in compliance with all ordinances and laws of the City.
7. The residential preliminary plat appears to not be detrimental 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.
8. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.

9. Based on evidence contained in Case #13-02-S, this proposal appears to comply with KCC Title 6.
10. Based on the evidence contained in Case #13-02-S this proposal appears to comply with Section 6.0 of the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
11. The City Council has the authority to approve or deny this preliminary plat application.
12. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

G. Order of Decision by the Council

Note: This proposed motion is to approve or deny this subdivision preliminary plat request. If the City Council wishes to recommend approval or denial for specific parts of the requests as detailed in the report, those changes must be specified.

On August 20, 2013, the City Council voted 3-2, to approve case No. 13-02-S based on the facts outlined in staff's report, case file and public testimony at the public hearing. The City Council of Kuna, Idaho, hereby *approves* Case No. 13-02-S, a subdivision preliminary plat request by DBTV Applewood Farm, LLC, (Tim Eck), with the following conditions of approval:

Conditions of Approval:

- The City Council did not accept the planning and zoning recommendation for requiring single-story homes along Ten Mile Road. City Council approved two-story homes on lots which back North Ten Mile Road.

1. The applicant shall obtain written approval of the construction plans from the agencies noted below. The approval may be either on agency letterhead referring to the approval use or may be written or stamped upon a copy of the approved plan. All site improvements are prohibited prior to approval of these agencies.
   a.) The City Engineer shall approve the sewer and water hook-ups.
   b.) The Kuna Fire District shall approve all fire flow requirements and/or building plans.
   c.) The Boise-Kuna Irrigation District shall approve all proposed modifications to the existing irrigation system.
   d.) Approval from Ada County Highway District / Impact Fees, if any shall be paid prior to building permit approval.
   e.) The City Engineer shall approve a surface drainage run-off plan, (if needed). As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.
2. All public right-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District right-of-way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 208-387-6100.
   2.1 – Dedicate right-of-way in sufficient amounts which follow City and ACHD standards and widths.
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground.
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.
5. Lighting within the site shall comply with Kuna City Code.
6. Parking within the site shall comply with Kuna City Code (Except as specifically approved otherwise).
7. Fencing within and around the sites shall comply with Kuna City Code (Except as specifically approved otherwise).

8. Signage within the site shall comply with Kuna City Code. (The applicant shall apply for a sign permit prior to sign construction).
9. The applicant shall follow all of the requirements for sanitary sewer, potable water, pressure irrigation system connections, and all other requirements of the City engineer, as outlined in the Engineers memorandum dated May 1, 2013, and all future comments and/or corrections.
10. Submit a petition prior to submitting an application for final plat to the City, consenting to the pooling of irrigation surface water rights for delivery purpose and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation District (KMID).
11. The applicant's preliminary plat (date stamped 3.18.2013) and landscape, parking and lighting plan, (date stamped 4.12.2013) shall be considered binding site plans.
12. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace any unhealthy or dead plant material immediately (within 5 days as weather permits or as the planting season permits), as required to meet the standards of these requirements. Maintenance and planting within public right-of-way shall be with approval from the public and/or private entities owning the property.
13. The applicant shall comply with all Federal, State and Local Laws.

DATED: this 11th day of Sept., 2013.

W. Greg Nelson, Kuna Mayor

ATTEST:

Brenda Bingham
Kuna City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

State of Idaho)
)
County of Ada)

I, Corey D. Barton (Name), 1977 E. Overland Rd. (Address)

Meridian (City), Idaho 83642 (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 B&A Engineers, Inc (Name) 5505 W. Franklin Rd. Boise, Id. 83705 (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 9th day of November, 20 15

Signature

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

Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: 6-05-16

ADAIR KOLTES NOTARY PUBLIC STATE OF IDAHO

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 VICTORIA BAILEY
TITLEONE BOISE

2019-091649
09/25/2019 02:10 PM
$15.00

TitleOne
a title & escrow co.

Order No.: 19345001

Corporation Warranty Deed

For value received,

Viper Investments, Inc. an Idaho Corporation

the grantor, does hereby grant, bargain, sell, and convey unto

Challenger Development Inc. an Idaho Corportion

whose current address is 1977 W. Overland Road Meridian, ID 83642

the grantee, the following described premises, in Ada County, Idaho, to wit:

See attached Exhibit "A" comprised of 2 pages

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

In witness whereof, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Remainder of this page intentionally left blank.

Dated: September 25, 2019

Viper Investments, Inc.

By: X
Corey Barton, President

State of ID , County of ADA ss.

On this 25th day of Sept in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public
Residing In: Residing: Eagle, Idaho
My Commission Expires: Commission Expires: 6/18/2022
(seal)

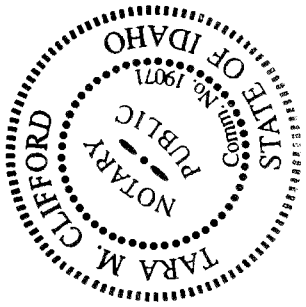


EXHIBIT "A"

B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208.343.3381 Facsimile 208.342.5756

Read and approved by:

Boundary Description

A re-subdivision of a portion of Lot 68, Block 1 of Danskin Ridge Subdivision No. 6 as shown in Book 103 of Plats at Pages 13739 through 13741, records of Ada County, Idaho, and adjoining land situate in the southwest quarter of the northeast quarter of Section 11, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southwest corner of said Section 11; thence N00°36'21"E, 2,416.83 feet along the westerly boundary of the southwest quarter of said Section 11 and along the centerline of North Ten Mile Road to a point which bears S00°36'21"W, 240.72 feet from the northwest corner of the southwest quarter of said Section 11; thence S89°27'25"E, 1,317.32 feet along a random line to the southwesterly corner of said Lot 68 and to the southwest corner of Silver Trail Subdivision No. 3 as shown in Book 115 of Plats at Pages 17157 through 17159, records of Ada County, Idaho; thence continuing S89°27'25"E, 901.52 feet along the southerly boundary of said Silver Trail Subdivision No. 3 to the southeast corner of said Silver Trail Subdivision No. 3 and to the **Point of Beginning:**

Thence the following courses and distances along the boundary of said Silver Trail Subdivision No. 3:
N00°06'56"W, 246.51 feet;
N11°48'42"E, 94.00 feet;

Thence S78°11'18"E, 105.72 feet;
Thence 51.44 feet along a tangent curve deflecting to the left, having a radius of 203.00 feet, a central angle of 14°31'05", a long chord bearing of S85°26'50"E, and a long chord distance of 51.30 feet;
Thence N87°17'37"E, 45.83 feet;
Thence S06°36'11"E, 20.05 feet;
Thence N87°17'37"E, 28.15 feet;
Thence 34.56 feet along a tangent curve deflecting to the right, having a radius of 1,500.00 feet, a central angle of 01°19'13", a long chord bearing of N87°57'14"E, and a long chord distance of 34.56 feet;
Thence 85.66 feet along a tangent curve deflecting to the left, having a radius of 282.50 feet, a central angle of 17°22'26", a long chord bearing of N79°55'37"E, and a long chord distance of 85.34 feet;
Thence 41.14 feet along a tangent curve deflecting to the left, having a radius of 102.50 feet, a central angle of 22°59'45", a long chord bearing of N59°44'32"E, and a long chord distance of 40.86 feet;
Thence 61.63 feet along a tangent curve deflecting to the left, having a radius of 64.50 feet, a central angle of 54°44'42", a long chord bearing of N20°52'19"E, and a long chord distance of 59.31 feet;
Thence 54.70 feel along a tangent curve deflecting to the right, having a radius of 878.00 feet; a central angle of 03°34'10", a long chord bearing of N04°42'57"W, and a long chord distance of 54.69 feet;
Thence 26.25 feet along a tangent curve deflecting to the right, having a radius of 260.00 feet, a central angle of 05°47'02", a long chord bearing of N00°02'21"W, and a long chord distance of 26.24 feet;
Thence N02°51'10"E, 84.15 feet;
Thence 16.67 feet along a tangent curve deflecting to the left, having a radius of 488.00 feet, a central angle of 01°57'26", a long chord bearing of N01°52'27"E, and a long chord distance of 16.67 feet;
Thence N00°53'44"E, 70.16 feet;
Thence N44°14'22"W, 28.22 feet;
Thence N01°13'48"E, 50.00 feet;
Thence N46°52'43"E, 28.54 feet;

B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208 343 3381 Facsimile 208 342 5797

Read and approved by:

Thence 8.34 feet along a tangent curve deflecting to the right, having a radius of 1,530.00 feet, a central angle of 00°18'45", a long chord bearing of N02°55'16"E, and a long chord distance of 8.34 feet;
Thence S86°55'21"E, 80.00 feet;
Thence 143.28 feet along an non-tangent curve deflecting to the right, having a radius of 1,450.00 feet, a central angle of 05°39'42", a long chord of N05°54'30"E, and a long chord distance of 143.22 feet;
Thence N08°44'21"E, 153.09 feet;
Thence S81°15'39"E, 100.00 feet;
Thence N67°33'22"E, 58.44 feet;
Thence S89°19'41"E, 118.56 feet;
Thence S04°52'11W, 77.72 feet;
Thence S49°33'07"W, 76.10 feet;
Thence S00°37'31"W, 200.00 feet;
Thence S12°28'31"W, 51.09 feet;
Thence S00°37'31"W, 100.00 feet;
Thence S89°22'29"E, 994.21 feet;
Thence S00°39'28"W, 326.40 feet;
Thence N89°23'08"W, 654.95 feet to the southeast corner of said Lot 68, Block 1 of Danskin Ridge Subdivision No. 6;

Thence the following courses and distances along the southerly boundary of said Lot 68, Block 1 of Danskin Ridge Subdivision No. 6

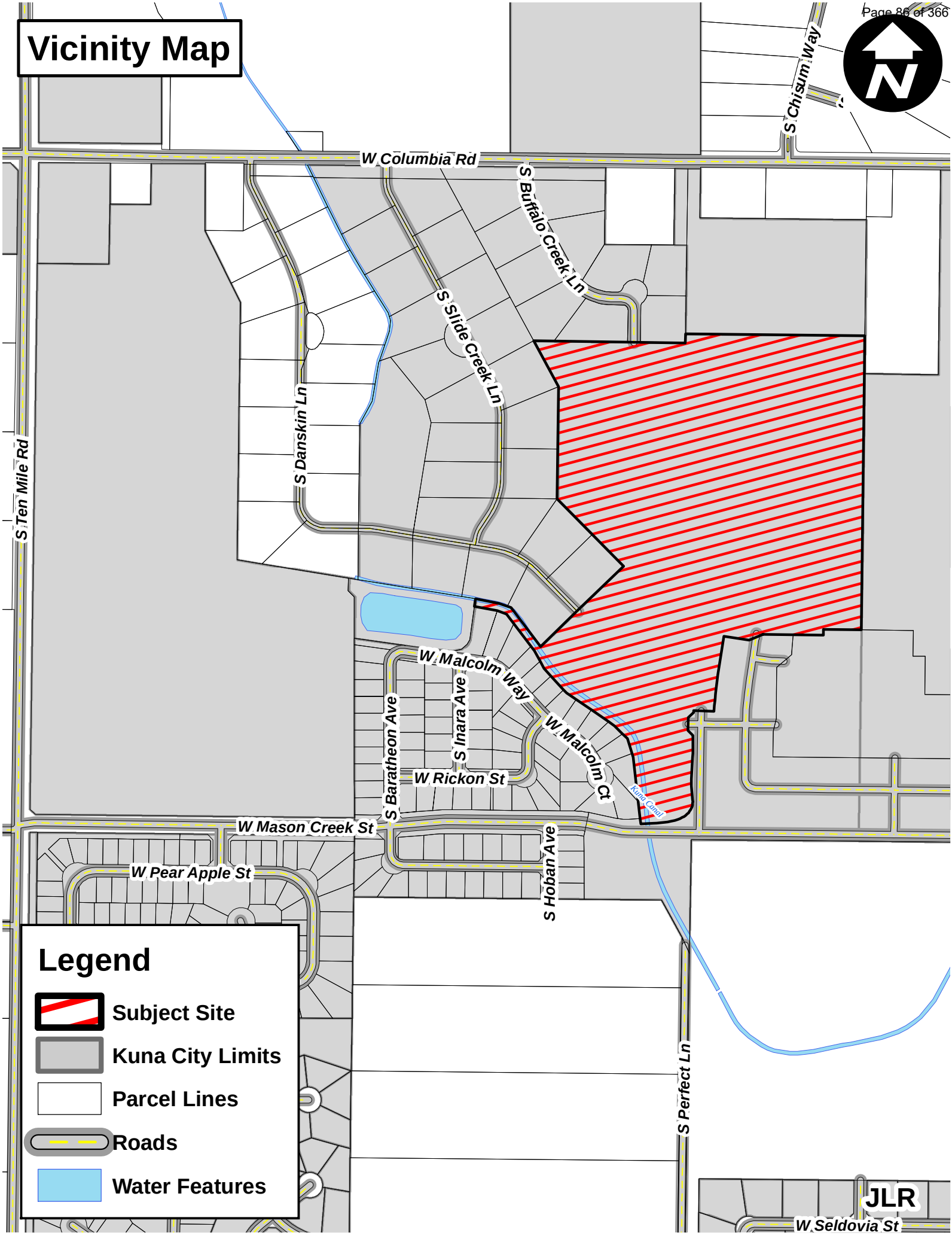
N89°23'22"W, 655.00 feet;
S00°53'44"W, 444.97 feet to the northeasterly boundary of Prairie Clover Estates Subdivision as shown in Book 69 of Plats at Pages 7074 through 7075, records of Ada County, Idaho;

Thence N25°24'22"W, 68.01 feet along the northeasterly boundary of said Prairie Clover Estates Subdivision;
Thence N28°49'19"W, 167.91 feet along the northeasterly boundary of said Prairie Clover Estates Subdivision to the northerly boundary of said Prairie Clover Estates Subdivision;
Thence N89°27'25"W, 302.45 feet along the northerly boundary of said Prairie Clover Estates Subdivision to the **Point of Beginning.**

Comprising 16.09 acres, more or less.

REGISTERED LAND SURVEYOR
4116
5-8-19
STATE OF IDAHO
JOSEPH D. CANNING

Vicinity Map



B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

April 26, 2021

City of Kuna
751 W. 4th St.
Kuna, Idaho 83634

Subject: **Final Plat Approval Request for – Silver Trail Subdivision No. 7**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Silver Trail Subdivision No. 7.

The development is currently under construction. The attached final Plat is in substantial conformance with the approved preliminary plat.

Based on limited field observations and information provided by others, we believe that all construction is being completed in substantial conformance with the approved construction plans.

On behalf of the applicant, as their representative, we respectfully request the signatures of the City for this Subdivision.

Sincerely,

David Crawford
B&A Engineers, Inc.

any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

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

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

5.5.2.1.2 Maintain any items as required by the Plat Conditions;

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

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

5.5.2.1.5 Maintain the property and all items related thereto as required by the Stormwater Plan, including but not limited to the property described in Exhibit "C" and incorporated herein by reference.

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

5.5.2.1.7 Maintain the landscaping and irrigation over the north 735.72 feet and south 209.32 feet of Lot 1, Block 4 of Applewood Subdivision No. 1, recorded in Bk 100 Page 12941, records of Ada County ("Applewood"), as well as any other items Grantor elects to have included as Association responsibilities arising out of Annexation (described hereinafter) or over Lot 1, Block 2; Lot 13, Block 3; Lot 1, Block 4; and Lot 11, Block 4 in Applewood; and

5.5.2.8 Maintain any utility lines which serve the Property, and

5.5.2.1.9 Should it elect to do so, repair and replacement of property damaged or destroyed by casualty loss.

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

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

5.5.2.3 Reserved.

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

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Stormwater Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation,

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

Corey Barton Homes, Inc., an Idaho corporation

dba CBH Homes

By: Corey Barton

Its: President

ACKNOWLEDGEMENT

State of Idaho)
)ss.
County of Ada)

On this 3rd day of February, in the year 2015, before me, a Notary Public in and for the State of Idaho, personally appeared Corey Barton, known or identified to me to be president, or vice president, or secretary or assistant secretary, of Corey Barton Homes, Inc., an Idaho Corporation (dba CBH Homes) that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Adair Kolles

Notary Public for Idaho
Residing at: Nampa, ID

My commission expires: 6-05-16

ADAIR KOLLES NOTARY PUBLIC STATE OF IDAHO

City of Kuna
Planning & Zoning Department

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

Agency Notification

May 11, 2021

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

FILE NUMBER:	21-07-FP (Final Plat) Silver Trail No. 7
PROJECT DESCRIPTION	David Crawford of B&A Engineers, on behalf of his client Viper Investments, requests Final Plat approval for Silver Trail Subdivision No. 7. The project is approx. 10.45 acres with an R-6 (Medium Density Residential) zoning designation and will consist of 30 Single-Family Residential buildable lots, and ten (10) common lots. The subject site is located East of the S Ten Mile Road and W Columbia Road intersection (APN: R1727750165); Section 11, Township 2 North, Range 1 West.
SITE LOCATION	East of the S Ten Mile Road and W Columbia Road intersection
REPRESENTATIVE	David Crawford B&A Engineers 5505 W Franklin Road Boise, ID 83705 dacrawford@baengineerrs.com
SCHEDULED HEARING DATE	Tuesday, **June 1, 2021** 6:00 P.M.
STAFF CONTACT	Jessica Reid 208.387.7731 jreid@kunaid.gov

We have enclosed information to assist you with your consideration and response. *No response within 15 business days will indicate you have no objection or comments for this project.* We would appreciate any information as to how this action would affect the service(s) your agency provides; please contact staff with questions. ***If your agency needs different plans or paper copies to review or if your agency requires additional time for review, please notify our office ASAP.*** If a contact update is required for your agency, please notify our office who future packets should be sent to & include their email.

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

Catherine Feistner, E.I.T.
Assistant Kuna City Engineer
cfeistner@kunaid.gov
208-639-5347

FINAL PLAT MEMORANDUM

To: **Jace Hellman** **- Planning and Zoning Director**

From: **Catherine Feistner** **- Assistant City Engineer**

Date: **26 May 2021**

RE: **Public Works Comments**

Silver Trail Subdivision No. 7 – 21-07-FP (Final Plat)

The Silver Trail Subdivision No. 7, 21-07-FP, Final Plat request dated 27 April 2021 has been reviewed. This review is based on land use as allowed or permitted in a "R-6" zone. This application encompasses 10.45 acres. This application contains a total of 30 single-family residential lots and 10 common lots.

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

1) Property Description

a) The applicant provided a cover letter.
b) The applicant provided a final plat.

2) General

a) Silver Trail Subdivision No. 7, 21-07-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) The applicant provided engineering certification on all final engineering drawings/record drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

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

4) Sanitary Sewer Connection

a) This project is in agreement with the sewer master plans.
b) This project has previously reserved capacity in the Danskin Lift Station.

5) Potable Water Connection

a) This project is in agreement with the water master plans.

6) Pressurized Irrigation

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

7) Grading and Storm Drainage

a) Grading and drainage plans have been provided as part of the construction drawings.
b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
c) The final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.
d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

8) Final Plat

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

9) As-Built Drawings

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

KUNA RURAL FIRE DISTRICT
EST. 1951

150 W BOISE ST
PO Box 607
Kuna, ID 83634
PHONE: (208) 922-1144
FAX: (208) 922-1982

Date: 5/26/2021
From: Kuna Rural Fire District

Regarding: Silver Trail Subdivision No.7
21-07-FP (Final Plat)
Kuna, ID

Agency Comments:

Currently, West Mason Creek Street provides a single point of emergency service access to Silver Trail Subdivision phases 5 & 6 and these phases already exceed 30 future dwelling units. The proposed phase 7 will add an additional 30 lots without an alternative route for emergency service access to this subdivision.

Please provide additional information regarding a secondary emergency service access plan for the proposed phases. A temporary secondary access plan will be considered until permanent connection is provided at W Columbia Road.

Idaho Fire Code appendix D107.1 One- or two-family dwelling residential developments. *Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.*

Exceptions:

1. *Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.*
2. *The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.*

Regards,

Kuna Rural Fire District
150 W Boise Street
Kuna, ID 83634 / 1.208.922.1144

BEFORE THE CITY COUNCIL
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF	)	**Case Nos. 21-01-CPF**
	)	**(Combination Preliminary &**
	)	**Final Plat)**
	)	
	)	
	)	
	)	
VERNA ROBINSON & JOEL HIRTLE	)	
	)	
	)	**FINDINGS OF FACT,**
	)	**CONCLUSIONS OF LAW, AND**
	)	**ORDER OF APPROVAL OF**
	)	**COMBINATION**
For Combination Preliminary and Final Plat for the *Willa Fields Subdivision.*	)	**PRELIMINARY AND FINAL PLAT APPLICATION.**

THESE MATTERS came before the City Council for Public Hearing on June 1, 2021 for receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced applications. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Exhibit List			X
2	Staff Memo			X
3	Planning and Zoning Commission FCO's			X
4	Planning and Zoning Commission Sign in Sheet 4.13.2021			X
5	Planning and Zoning Commission Meeting Minutes 4.13.2021			X
6	Combination Preliminary & Final Plat Application			X
7	Commission and Council Review Application			X

8	Aerial Map			X
9	Letter of Intent			X
10	Legal Description			X
11	Affidavit of Legal Interest			X
12	Warranty Deed			X
13	Neighborhood Meeting Certification			X
14	Subdivision Name Reservation			X
15	Preliminary Plat			X
16	Final Plat			X
17	Shared Driveway Code Variance Request			X
18	Agency Transmittal Letter			X
19	Kuna Rural Fire District			X
20	Central District Health Department			X
21	Boise Project Board of Control			X
22	Department of Environmental Quality			X
23	Nampa & Meridian Irrigation District			X
24	Ada County Highway District			X
25	City Engineer			X
26	Planning and Zoning Commission Kuna Melba News			X
27	Planning and Zoning Commission Mailer			X
28	Planning and Zoning Commission Proof of Property Posting			X
29	City Council Kuna Melba News			X
30	City Council Mailer			X
31	City Council Proof of Property Posting			X

1.2 Hearings

1.2.1 These matters came before the City Council on June 1, 2021, the FCO's have been requested to go to the City Council on June 15, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's April 13, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner II

1.3.1.2 Appearing for the Applicant:
Joel Hirtle, 5875 Rock River Lane, Kuna, ID 83634

1.3.2 Those who testified at the Council's June 1, 2021 hearing are as follows to, to-wit:

1.3.2.1 City Staff:
Doug Hanson, Planner II

1.3.2.2 Appearing for the Applicant:
Joel Hirtle, 5875 Rock River Lane, Kuna, ID 83634

II
DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the June 1, 2021 hearing on the Combination Preliminary and Final Plat for Willa Fields Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

Newspaper	***Dates Published***
Kuna Melba News	May 12, 2021

3.1.2.2 Notice for the June 1, 2021 hearing containing the description of the property proposed to be developed, was mailed on May 13, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the June 1, 2021 hearing was posted on a sign in accordance with Kuna City Code (KCC) 5-1A-8 on May 5, 2021. A Proof of Property Posting was provided to staff on March 30, 2021.

3.1.2.4 Notice for the June 1, 2021 hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards and City Website.

3.2 Findings Regarding Combination Plat

3.2.1 The land for proposed subdivision is comprised of one parcel totaling approximately 2.00 acres. The parcel includes the following:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Verna Robinson	2.00 acres	R-6 – Medium Density Residential	R5070501193

3.2.2 The proposal is for subdivision that would include two (2) residential lots.

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

North	RUT	Rural Urban Transition – Ada County
South	R1	Estate Residential – Ada County
East	A	Agriculture – Kuna City
West	R-4	Medium Density Residential – Kuna City

3.2.4 All technical requirements listed in KCC 6-2-3 were provided on the Combination Preliminary and Final Plat.

3.2.5 The proposed site will take access off of S Ash Avenue. Currently, Ash Avenue is improved with two travel lanes, 30 feet of pavement, and no curb, gutter, or sidewalk abutting the site. There is 40 feet of right-of-way (ROW), 20 feet from centerline. Ash Avenue is classified as a residential local street, there is no requirement to install a landscape buffer along these types of roadways per KCC Title 5 Chapter 17. The Applicant has not proposed any ROW dedication, the Ada County Highway District (ACHD) calls for the Applicant to dedicate additional ROW to total 25 feet from centerline, staff supports this recommendation. KCC calls for the Applicant to install a five (5) foot wide sidewalk along their frontage, however coupled with limited road frontage, distance to existing sidewalk, and ROW preservation, staff sees the additional ROW dedication for future improvements to Ash Avenue to be sufficient.

3.2.6 There is an existing 20-foot-wide unimproved driveway providing access to the property via S Ash Avenue. The Applicant is proposing to extend the existing driveway in order to create a shared driveway to access both lots of the proposed subdivision. The Applicant proposes a shared driveway with a length greater than 150 feet, the maximum length established in KCC. The Applicant has requested a variance to the code pursuant to KCC 6-6-2. ACHD requires that the applicant submit a driveway approach request form and be required to pave the driveway it's entire width at least 30 feet into the site beyond the edge of pavement of Ash Avenue. Staff has conditioned the Applicant to pave the entire length of the shared driveway with an approved dust free surface as determined by the City Engineer. Staff recommends the applicant will be required to construct an approved Kuna Rural Fire District (KRFD) turnaround in accordance with their access road guidelines. The Applicant has been conditioned to obtain KRFD Access and Water Supply permit approval prior to Final Plat signature.

3.2.7 Willa Fields will utilize private septic and well systems to serve the proposed lots. Per Kuna City Engineer comments, the Applicant shall verify well systems and septic systems meet Idaho Department of Environmental Quality and Idaho Department of Water

Resources (IDWR) requirements. The Applicant has been conditioned that engineer shall not sign the final plat until an approval letter is received from the Central District Health Department and Idaho Department of Environmental Quality approving the well and septic locations and systems.

3.3 Testimony of the City Planner

3.3.1 Conclusions: The City Planner, in a staff memo to the City Council dated June 1, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 A pre-application meeting was held with the Applicant on September 24, 2020, representatives from Planning and Zoning and Parks and Recreation were in attendance, comments from Public Works and the KRFD were provided to the Applicant at time of meeting. The Applicant held a neighborhood meeting on February 1, 2021. There was a total of five (5) residents who attended the meeting. Neighborhood meeting minutes have been provided as a part of this application.

3.3.1.2 The Applicant requests approval for a Combined Preliminary & Final Plat in order to subdivide approximately 2.00 acres into two single family residential lots. The property is zoned R-6 (Medium Density Residential) within Kuna City Limits. The subject site is located at 1220 S Ash Avenue, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070501193).

3.3.1.3 Willa Fields will utilize private septic and well systems to serve the proposed lots. Per Kuna City Engineer comments, the applicant shall verify well systems and septic systems meet Idaho Department of Environmental Quality and Idaho Department of Water Resources (IDWR) requirements. The applicant has been conditioned that engineer will not sign the final plat until an approval letter is received from the Central District Health Department and Idaho Department of Environmental Quality approving the well and septic locations and systems. The applicant shall be conditioned to connect to public water utilities at time of septic system failure when City water services are available within three hundred (300) feet at any point of the parcels. At that time, the applicant will decommission the well, crush the septic lid and connect to City Water services, in accordance with the City's "to and through" policy in Kuna City Code 6-4-2.

3.3.1.4 The applicant's shared driveway code variance request (Exhibit C-1), which can be seen on page 56 of the packet, was accepted as part of the Planning and Zoning Commission's recommended approval to the City Council.

3.3.1.5 Staff has reviewed the proposed Combination Plat for technical compliance with KCC, and finds the Combination Plat is in compliance Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends that if the City Council approves of Case No.

21-01-CPF (Combination Plat), the applicant be subject to the Conditions of Approval listed in section 3.3.2 of this report, as well as any additional conditions requested by the City Council.

3.3.2 **Staff Recommendations:** As a result of the review, Planner II, Doug Hanson, recommends that if the City Council approves Case No. 21-01-CPF (Combination Preliminary and Final Plat), the Applicant be subject to the following Conditions of Approval:

3.3.2.1 The Applicant and/or Owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

3.3.2.1.1 The City Engineer shall approve the sewer hook-ups.

3.3.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

3.3.2.1.3 Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.

3.3.2.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

3.3.2.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.3.2.1.6 Approval from Ada County Highway District shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).

3.3.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

3.3.2.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.

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

3.3.2.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Irrigation System (KMIS) of the City.

3.3.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required at time of septic system failure when public water utilities are available within three hundred (300) feet of the parcels. The Applicant shall conform to all corresponding Master Plans.

3.3.2.6 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

3.3.2.7 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

3.3.2.8 Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).

3.3.2.9 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

3.3.2.10 If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary and Final Plats.

3.3.2.11 Any revisions of the Plat are subject to Administrative Determination to rule if the revision is substantial.

3.3.2.12 The Land Owner/Applicant/Developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.

3.3.2.13 Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.

3.3.2.14 Developer/Owner/Applicant shall comply with all local, state and federal laws.

3.3.2.15 Developer/Owner/Applicant shall not receive Final Plat signature from the City Engineer until an approval letter is received from the Central District Health Department and Idaho Department of Environmental Quality approving the septic and well systems and locations.

3.3.2.16 Developer/Owner/Applicant shall obtain Kuna Rural Fire District Access and Water Supply permit approval prior to final plat signature.

3.3.2.17 Developer/Owner/Applicant shall pave the entire length of the shared driveway with an approved dust free surface as determined by the City Engineer.

3.3.2.18 Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance as recommended by Kuna Public Works Staff.

3.3.2.19 Upon City Council Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Commission.

3.3.2.20 Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting Kuna City Engineer's signature on the Final Plat Mylar.

3.4 Other Testimony

3.4.1 4/13/2021 Public Hearing – Joel Hirtle, 5875 Rock River Lane, Kuna, ID 83634, testified about the project, discussing constructing a family home and access.

3.4.2 6/1/2021 Public Hearing – Joel Hirtle, 5875 Rock River Lane, Kuna, ID 83634, testified about the project, discussing construction of the two (2) lots and his agreement with the conditions of approval in the staff memo.

3.4.3 6/1/2021 Public Hearing – Cindy Giesen, 1363 S Ash Avenue, Kuna, ID 83634, did not testify.

3.4.4 6/1/2021 Public Hearing – Verna Robinson, 1220 S Ash Avenue, Kuna, ID 83634, did not testify.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE CITY COUNCIL

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the City Council to hear this matter as provided in Idaho Code §50-13 & §67-65, and Kuna City Code 1-14-3.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR COMBINATION PRELIMINARY AND FINAL PLAT

5.1 The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & §67-65.

5.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Combination Preliminary and Final Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

5.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §50-13 & §67-65 and Article 12, section 2.

VI
ORDER OF APPROVAL OF APPLICATION FOR COMBINATION PRELIMINARY AND FINAL PLAT

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 That the Combination Preliminary and Final Plat application (Case No. 21-01-CPF) is approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 15th day of June, 2021.

_____
Joe Stear, Mayor

RESOLUTION NO. R21-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY PATAGONIA DEVELOPMENT, LLC, FOR PATAGONIA SUBDIVISION NO. 8 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, LANDSCAPING, AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Patagonia Subdivision No. 8 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Patagonia Subdivision No. 8 were approved by the Kuna City Engineer on 20 October 2020; and

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

WHEREAS the street lighting, landscaping and fencing have not been completed for Patagonia Subdivision No. 8 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at one hundred ninety-three thousand six hundred eighty-seven dollars and seventeen cents ($193,687.17) adding 25% for a total of two hundred forty-two thousand one hundred eight dollars and ninety-six cents ($242,108.96); and

WHEREAS the fencing completion has been estimated at one hundred seven thousand four hundred thirty-two dollars and fourteen cents ($107,432.14) adding 25% for a total of one hundred thirty-four thousand two hundred ninety dollars and eighteen cents ($134,290.18); and

WHEREAS the street lighting completion has been estimated at one hundred sixteen thousand three hundred sixty-five dollars and zero cents ($116,365.00) adding 25% for a total of one hundred forty-five thousand four hundred fifty-six dollars and twenty-five cents ($145,456.25); and

WHEREAS developer desires to record the final plat for Patagonia Subdivision No. 8 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond or an irrevocable standby Letter of Credit in lieu of construction for **Patagonia Subdivision No. 8** 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 Bond Check or Letter of Credit is at least five hundred twenty-one thousand eight hundred fifty-five dollars and thirty-six cents ($521,855.36);
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 Bond Check or Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of June, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of June, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between PATAGONIA DEVELOPMENT, LLC, (hereinafter "Developer"); whose address is Post Office Box 334, Meridian, ID 83680, 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 eight of the development known as Patagonia 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 Landscape Plan for Patagonia Subdivision No. 8 and the associated Bid for landscaping by Idaho Site Works, and;

    b. Approved Street Light Plan for Patagonia Subdivision No. 8 and the associated Bid for street lighting by Alloway Electric Co., Inc., and;

    c. Approved Fence Plan for Patagonia Subdivision No. 8 and the associated Bid for fencing by Meridian Fence.

    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 five hundred twenty-one thousand eight hundred fifty-five dollars and thirty-six cents ($521,855.36), 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 9TH day of June, 2021.

PATAGONIA DEVELOPMENT, LLC

By Larry Squires
Company Manager

On this 9th day of June, 2021, before me Debbie A Taylor, personally appeared LARRY SQUIRES 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 the Company Manager and on behalf of the PATAGONIA DEVELOPMENT, LLC.

S
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DEBBIE A TAYLOR NOTARY PUBLIC Comm No. 34468 STATE OF IDAHO

Notary Public for Idaho
My commission expires on 11/30/2023

_____
City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

_____
Chris Engels, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada))

Idaho Site Works, LLC
1123 12th Ave Rd #408
Nampa, ID 83686
Phone: 208-412-0173
Fax: 888-302-7705

Project: Patagonia 8
10/28/2020
Page 1 of 1

PROJECT Proposal FOR: Patagonia Phase 8

1000	Mobilization	1	LS	3200.00
2000	Irrigation	1	LS	64335.20
2010	Plants & trees	1100	EA	74,523.06
2020	Planter/Mulch	11k	SF	11,814.27
2030	Sod/Truf	52k	SF	39,814.64
	total			**193,687.17**

Plans Referenced:
Expiration occurs 30 days from date above
Exclusions:

- Contaminated or unsuitable soils removal and disposal
- Hazardous waste removal and disposal
- Landscape / outdoor items other than those specifically quoted
- Grading or moving soils in excess of 1".
- Concrete or asphalt work

Assumptions

- All plant material is from Idaho Site Works nursery and subject to ISW substitutes.
- one (1) mobilization(s) has been included within the bid.
- All contract provision references to "payment when paid" or "payment if paid" are deleted. It is further agreed that all past-due amounts (in excess of 45 days) are due from the signers of this agreement and are subject to a 1.5% per month (18% per year) Service Charge plus all costs of collections including attorney's fees, if incurred.
- Idaho Site Works reserves the right to void all warranties expressed in the specifications due to abuse and/or neglect by the owner including, but not limited to: improper maintenance, improper site use, vandalism, acts of nature, inclement weather, etc.

Thank you for allowing Idaho Site Works, LLC to bid this project. Please feel free to contact us with any questions in these regards.

Respectfully,

Jordan Koyle
President

I Taylor Merrill do hereby authorize Idaho Site Works, LLC to perform the work as outlined herein. I do likewise verify that I am an owner/agent for/of the above said project and do enter into this contract with Idaho Site Works,LLC as outlined above.

Sign here and return: _____

Date: _____

Confidential Acknowledgement: By reception of this document, said recipient, recipient agent, employee guarantee to not redistribute, verbally or written, neither details, parts or any contents of this document to any other party, agent, owner, without express written permission of Idaho Site Works, LLC.

Alloway Electric Co., Inc.
"Green Before Green Was Cool"
502 E. 45th St.
Boise, Idaho 83714
Tel. (208) 344-2508 Fax (208) 345-9844
www.allowayelectric.com

Date: July 31, 2020

To: The Westpark Company
1710 S. Wells Avenue Ste 110
Meridian, ID 83680
Attn: Taylor Merrill
(208) 870-3432 email taylor@westparkco.com

Bid for The Westpark Company to provide street lighting for Patagonia Subdivision #8 located in Kuna, Idaho. Design per sheets C.200 and C.201 by Civil Innovations, PLLC dated 1/31/2020. Scope of work to include the following:

(1) Provide and install (19 ea.) 25 ft. black 4" straight square steel anchor base poles fitted with USSL C01 LED luminaires (3000K). Each street light will be mounted on a 24" diameter reinforced concrete base at finish grade. (Subdivision interior)
(2) Provide and install (5 ea.) 30 ft black 5" straight square steel anchor base poles fitted with USSL C027 LED luminaires (3000K). Each street light will be mounted on a 24" diameter reinforced concrete base at finish grade. (Subdivision frontage)
(3) Provide approximately 2,875 lineal ft. of trench, conduit, wire, and backfill to extend power to each of these poles including non-metered service junction boxes.
(4) This contract excludes excavation of rock or other excavation requiring specialized tools or equipment including but not limited to rock saws, jack hammers, boring equipment and drilling equipment.
(5) Provide City of Kuna electrical permit.
(6) This agreement is contingent upon the city approval of street light design as constituted in the noted plan set. Please forward approved plans to joe@allowayelectric.com once they are available.

Labor and Materials-$116,365.00

Thank you for considering Alloway!

Joe Deaver

Signature: Please sign and return when accepted.
Quote is valid until close of business on 8/14/2020.
Excludes: SWPPP, traffic control, IPCO connections/fees, rock excavation.
30% deposit required to initiate work order and purchase of materials.

MERIDIAN FENCE 888-6131

PO Box 479
Star, ID 83669

ID Lic #-RCE 40928
OR Lic#-218732

Estimate

Date	Estimate #
5/10/2021	22950

Name / Address
Westpark PO Box 344 Meridian, ID 83680

Subdivision: Lot/Block	Terms	PO #	Rep
	Due the 10th		NDS

Description	Qty	Rate	Total
**********updated Pricing 5-10-21			
****Location: Patagonia #8			
Materials: 6' tall			
5 x 5 x 96 Blank Post Tan	556	22.49	12,504.44
*ends=			
*corners=			
*blanks=			
*lines=			
5" Tan Flat Cap	556	1.12002	622.73
Premixed concrete delivered and poured by concrete truck.	556	6.50	3,614.00
7/8" x 57" U-Channel Tan	555	2.27004	1,259.87
1-1/2" x 5-1/2" x 72 Rail Tan	1,110	11.37013	12,620.84
7/8" x 6" x 60.25" T&G 6" Picket Tan	6,660	5.21999	34,765.13
Professional Install of Perimeter Fence	3,330	7.00	23,310.00
**********Price Per foot $26.64			
**Materials 3' tall section			
5 x 5 x 72 Tan Blank Post	30	23.88967	716.69
*end=			
*corner=			
*blank=			
*line=			
5" Tan Flat Cap	30	1.12	33.60
Premixed concrete delivered and poured by concrete truck.	30	6.50	195.00
7/8" x 57" U-Channel Tan	29	2.27	65.83

***Due to current market conditions, estimates are only good for 10 days. *** Required deposits must be received within one week of receiving your install date. Final payment for project is due according to agreed upon terms and any unpaid balance over 30 days from the due date will be subject to a 1.5% finance charge per month. A $20 fee is also assessed on all returned checks. Please reference all applicable Estimate #'s on check to ensure proper application of deposit. Credit card payments are subject to a 3% processing fee. Deposits on cancelled orders may take up to 10 business days to be refunded.

Meridian Fence is NOT responsible for any damages to sprinklers

Total

MERIDIAN FENCE 888-6131

PO Box 479
Star, ID 83669

ID Lic #-RCE 40928
OR Lic#-218732

Estimate

Date	Estimate #
5/10/2021	22950

Name / Address
Westpark PO Box 344 Meridian, ID 83680

Subdivision: Lot/Block	Terms	PO #	Rep
	Due the 10th		NDS

Description	Qty	Rate	Total
1-1/2" x 5-1/2" x 72 Rail Tan	58	11.37017	659.47
7/8" x 6" x 60.25" T&G 6" Picket Tan	348	5.22	1,816.56
Professional Install of Perimeter Fence	174	7.00	1,218.00
*****Price per foot $27.04			
**Materials 5' tall Iron 3 rail western			
2 x 2 x 84 Iron Fence Post	32	20.88	668.16
2" Black Iron Flat Post Cap	32	1.55	49.60
5' Western 3 Rail (fixed)	31	114.04	3,535.24
End Mounting Bracket For Rackable Panel	4	4.01	16.04
Line Mounting Bracket For Rackable Panel	28	5.00	140.00
Self Tapping Screws	32	0.22	7.04
Professional Install of Perimeter Fence 5' tall Iron fence 3 rail style	248	7.00	1,736.00
*****price Per foot $24.81			
10" x 48" Sauna Tubs	122	17.95	2,189.90
Extra concrete for sauna tubs	1	2,850.00	2,850.00
Add On labor to charge for setting sauna tubs	946	3.00	2,838.00

***Due to current market conditions, estimates are only good for 10 days. *** Required deposits must be received within one week of receiving your install date. Final payment for project is due according to agreed upon terms and any unpaid balance over 30 days from the due date will be subject to a 1.5% finance charge per month. A $20 fee is also assessed on all returned checks. Please reference all applicable Estimate #'s on check to ensure proper application of deposit. Credit card payments are subject to a 3% processing fee. Deposits on cancelled orders may take up to 10 business days to be refunded.

Meridian Fence is NOT responsible for any damages to sprinklers

Total $107,432.14

Bailey & Company Chtd.
Certified Public Accountants

James Washburn, CPA
Weston Flamm, CPA
Cassie Zattiero, CPA

812-B 12th Ave. South
P.O. Box 876
Nampa, ID 83653-0876
208 466-2493
FAX 208 467-2000
www.BaileyCPAs.com

June 8, 2021

To the City Council
City of Kuna, Idaho

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Kuna, Idaho for the year ended September 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards,* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 11, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Kuna, Idaho are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2020. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the governmental activities and the business-type activities' financial statements were:

> Management's estimate of the current portion of compensated absences is based on prior history of employees' use of compensated absences. Management's estimate of the value of donated infrastructure is based on prices provided by the developer, along with engineering measurements, and a percentage of recovery. We evaluated the key factors and assumptions used to develop the current portion of compensated absences and the value of donated infrastructure in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The schedule attached to the management representation letter summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 8, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Kuna, Idaho's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

As a result of our examination, we developed some suggestions to help strengthen operating efficiency as well as to improve areas of compliance. Our recommendations concerning these matters are listed below. This letter does not affect our report dated June 8, 2021, on the financial statements of City of Kuna, Idaho.

- PROCUREMENT POLICIES

  The City does not have written procurement policies for federal expenditures. The Federal Code of Regulations requires that entities who spend federal funds, have written procurement policies. As a result, a federal agency could request repayment of federal funds if methods of procurement fail to meet the requirements in the regulations. We recommend the City establish written procurement policies that follow the Federal Code of Regulations. Resources were provided to the City Treasurer to be able to begin the process of establishing written procurement policies. We also recommend that those responsible for federal expenditures familiarize themselves with the Federal Code of Regulations as they pertain to grants the City obtains and these individuals periodically review the regulations for changes or attend trainings in these areas.

- NEW STANDARDS

  The City has one fiduciary fund that has been treated as an agency fund, i.e. funds collected for and passed on to others. The governmental accounting standards board will require an evaluation and determination if funds previously considered fiduciary funds will need to be reclassified as governmental or proprietary funds or if they fit the criteria to be classified as custodial fiduciary funds. These requirements fall under GASBS No. 84 and will be effective for the City's fiscal year 2021. We recommend that the City Treasurer prepare for this coming change in financial reporting.

  There is also a new leasing standard that the City will need to begin preparing for that will be effective for fiscal year 2022. This is GASBS No. 87 and will require an evaluation of leased assets to determine if an asset and corresponding liability should be recorded in the financial statements for those leased assets. There is a similar requirement for assets that are leased to others as well. We recommend that the City Treasurer prepare for this coming change in financial reporting.

Other Matters

We applied certain limited procedures to the Schedule of Employer's Share of Net Pension Liability, Schedule of Employer Contributions, Budgetary (GAAP Basis) Comparison Schedule – General fund, the Budgetary (GAAP Basis) Comparison Schedule – Grant fund, and the Budgetary (GAAP Basis) Comparison Schedule – Late Comers' Fee fund, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining nonmajor fund financial statements and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Schedules of Revenues by Source and Expenditures by Object – Budget and Actual – General fund, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of City of Kuna, Idaho and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Bailey & Co.

CITY OF KUNA, IDAHO

Report on Audited
Basic
Financial Statements
and
Other Information

For the Year Ended September 30, 2020

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Bailey & Company Chtd.
Certified Public Accountants

James Washburn, CPA
Weston Flamm, CPA
Cassie Zattiero, CPA

812-B 12th Ave. South
P.O. Box 876
Nampa, ID 83653-0876
208 466-2493
FAX 208 467-2000
www.BaileyCPAs.com

Independent Auditor's Report

To the Honorable Mayor
and City Council
City of Kuna, Idaho

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Kuna, Idaho (the City), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Summary of Opinions

Opinion Unit	Type of Opinion
Governmental Activities	Qualified
Business-type Activities	Qualified
General Fund	Unmodified
Grant Fund	Unmodified
Late Comers' Fee Fund	Unmodified
Water Fund	Qualified
Sewer Fund	Qualified
Irrigation Fund	Qualified
Trash Fund	Unmodified
Aggregate Remaining Fund Information	Unmodified

Basis for Qualified Opinions on Governmental Activities, Business-type Activities, Water Fund, Sewer Fund, and Irrigation Fund

Management has not performed or contracted to perform the actuarial calculations for other post-employment benefits and, accordingly, has not considered the City's other post-employment benefit liability. Accounting principles general accepted in the United States of America require that a liability be recorded for other post-employment benefits, which would initially decrease net position, increase liabilities, and increase expenses in each of the affected opinion units. The amount by which this departure would affect net position, liabilities, and expenses in the relevant opinion units is not reasonably determinable.

Qualified Opinions

In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinions on Governmental Activities, Business-type Activities, Water Fund, Sewer Fund, and Irrigation Fund" paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, business-type activities, water fund, sewer fund, and irrigation fund of City of Kuna, Idaho, as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the general fund, grant fund, late comers' fee fund, trash fund, and the aggregate remaining fund information of City of Kuna, Idaho, as of September 30, 2020, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of employer's share of net pension liability, schedule of employer contributions, and budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The City has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise City of Kuna, Idaho's basic financial statements. The combining nonmajor fund financial statements and the supplemental schedules of revenues by source and expenditures by object – budget and actual – general fund are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The schedules of revenues by source and expenditures by object – budget and actual – general fund have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 8, 2021, on our consideration of City of Kuna, Idaho's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Bailey & Co.

Nampa, Idaho
June 8, 2021

City of Kuna, Idaho
Statement of Net Position
September 30, 2020

	Governmental Activities	Business-type Activities	Total
Assets			
Current Assets:			
Cash and Cash Equivalents	$ 9,003,604	$ 22,221,877	$ 31,225,481
Prepaid Items	33,047	68,784	101,831
Receivables, Net:			
Property Taxes	3,692,769	0	3,692,769
Interest	9,942	21,224	31,166
Accounts and Notes	13,819	883,773	897,592
Intergovernmental	1,534,074	0	1,534,074
Total Current Assets	14,287,255	23,195,658	37,482,913
Noncurrent Assets:			
Restricted Cash	2,028,389	0	2,028,389
Note Receivables, Net	0	19,096	19,096
Capital Assets:			
Land and Construction in Progress	3,780,234	2,333,514	6,113,748
Buildings, Net	550,485	30,055,742	30,606,227
Equipment/Vehicles, Net	342,927	1,074,387	1,417,314
Improvements, Net	1,991,889	22,400,523	24,392,412
Intangibles, Net	150,562	112,156	262,718
Total Capital Assets	6,816,097	55,976,322	62,792,419
Total Noncurrent Assets	8,844,486	55,995,418	64,839,904
Total Assets	23,131,741	79,191,076	102,322,817
Deferred Outflows			
Pension	273,232	371,683	644,915
Liabilities			
Current Liabilities:			
Accounts Payable and Other Current Liabilities	1,310,492	1,450,352	2,760,844
Unearned Revenue	371	15,351	15,722
Total Current Liabilities	1,310,863	1,465,703	2,776,566
Long-term Liabilities:			
Due Within One Year:			
Compensated Absences	105,822	113,823	219,645
Notes Payable	95,755	0	95,755
Due in More Than One Year:			
Compensated Absences	23,532	59,514	83,046
Net Pension Liability	845,554	1,013,776	1,859,330
Notes Payable	1,023,311	0	1,023,311
Total Long-term Liabilities	2,093,974	1,187,113	3,281,087
Total Liabilities	3,404,837	2,652,816	6,057,653
Deferred Inflows			
Pension	3,455	64,905	68,360
Unavailable Property Taxes	3,630,487	0	3,630,487
Total Deferred Inflows	3,633,942	64,905	3,698,847
Net Position			
Net Investment in Capital Assets	6,816,097	55,976,322	62,792,419
Restricted	5,844,094	0	5,844,094
Unrestricted	3,706,003	20,868,716	24,574,719
Total Net Position	$ 16,366,194	$ 76,845,038	$ 93,211,232

The accompanying notes are an integral part of the financial statements.

City of Kuna, Idaho
Statement of Activities
For the Year Ended September 30, 2020

		Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary Government:							
Governmental Activities:							
General Administration	$ 6,243,272	$ 2,398,214	$ 62,074	$ 1,710,192	$ (2,072,792)	$ 0	$ (2,072,792)
Community and Economic Development	1,547,685	3,754,437	0	0	2,206,752	0	2,206,752
Interest on Long-term Debt	940	0	0	0	(940)	0	(940)
Total Governmental Activities	7,791,897	6,152,651	62,074	1,710,192	133,020	0	133,020
Business-type Activities:							
Water	1,887,873	3,883,965	0	69,640	0	2,065,732	2,065,732
Sewer	4,264,103	4,690,111	0	1,421,426	0	1,847,434	1,847,434
Irrigation	918,778	1,710,603	0	340,973	0	1,132,798	1,132,798
Trash	2,433,863	2,453,995	0	0	0	20,132	20,132
Total Business-type Activities	9,504,617	12,738,674	0	1,832,039	0	5,066,096	5,066,096
Total Primary Government	$ 17,296,514	$ 18,891,325	$ 62,074	$ 3,542,231	133,020	5,066,096	5,199,116
General Revenues and Special Items:							
Property Taxes					3,315,570	0	3,315,570
State Sources					1,650,846	0	1,650,846
Other					80,197	0	80,197
Disposal of Assets					3,620	2,625	6,245
Investment Earnings					185,287	353,079	538,366
Total General Revenues and Special Items					5,235,520	355,704	5,591,224
Change in Net Position					5,368,540	5,421,800	10,790,340
Net Position, Beginning - Previously					11,919,704	66,488,074	78,407,778
Prior Period Adjustment					(922,050)	4,935,164	4,013,114
Net Position, Beginning - Restated					10,997,654	71,423,238	82,420,892
Net Position, Ending					$ 16,366,194	$ 76,845,038	$ 93,211,232

The accompanying notes are an integral part of the financial statements.

City of Kuna, Idaho
Balance Sheet -
Governmental Funds
September 30, 2020

	General	Grant	Late Comers' Fee	Nonmajor Funds	Total Governmental Funds
Assets					
Cash and Cash Equivalents	$ 4,209,843	$ 0	$ 3,810,016	$ 983,745	$ 9,003,604
Prepaid Items	33,047	0	0	0	33,047
Receivables, Net:					
Property Taxes	3,692,769	0	0	0	3,692,769
Interest	5,449	0	3,701	792	9,942
Accounts	13,819	0	0	0	13,819
Intergovernmental	274,324	1,259,750	0	0	1,534,074
Internal Balances	876,119	0	0	0	876,119
Restricted Cash	0	0	0	2,028,389	2,028,389
Total Assets	9,105,370	1,259,750	3,813,717	3,012,926	17,191,763
Deferred Outflows	0	0	0	0	0
Total Assets and Deferred Outflows	$ 9,105,370	$ 1,259,750	$ 3,813,717	$ 3,012,926	$ 17,191,763
Liabilities					
Internal Balances	$ 0	$ 876,119	$ 0	$ 0	$ 876,119
Accounts Payable	684,352	442,333	0	89,223	1,215,908
Benefits and Wages Payable	91,889	0	0	0	91,889
Payroll Taxes Payable	2,695	0	0	0	2,695
Unearned Revenues	67	0	304	0	371
Total Liabilities	779,003	1,318,452	304	89,223	2,186,982
Deferred Inflows					
Unavailable Grants	0	1,222,967	0	0	1,222,967
Unavailable Property Taxes	3,683,729	0	0	0	3,683,729
Total Deferred Inflows	3,683,729	1,222,967	0	0	4,906,696
Fund Balances:					
Nonspendable	33,047	0	0	0	33,047
Restricted	0	1,500	3,813,413	2,029,181	5,844,094
Assigned	0	541	0	894,522	895,063
Unassigned	4,609,591	(1,283,710)	0	0	3,325,881
Total Fund Balances	4,642,638	(1,281,669)	3,813,413	2,923,703	10,098,085
Total Liabilities, Deferred Inflows, and Fund Balances	$ 9,105,370	$ 1,259,750	$ 3,813,717	$ 3,012,926	$ 17,191,763

The accompanying notes are an integral part of the financial statements.

City of Kuna, Idaho
Reconciliation of the Balance Sheet of the Governmental
Funds to the Statement of Net Position
September 30, 2020

Total Fund Balances - Governmental Funds		$ 10,098,085
Amounts reported for governmental activities in the statement of net position are different because of the following:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in governmental funds. The cost of assets consist of:		
Land and Construction in Progress	$ 3,780,234	
Buildings, Net of $436,069 Accumulated Depreciation	550,485	
Equipment/Vehicles, Net of $930,478 Accumulated Depreciation	342,927	
Improvements, Net of $481,407 Accumulated Depreciation	1,991,889	
Intangibles, Net of $51,100 Accumulated Depreciation	150,562	
		6,816,097
In the government-wide statements, deferred inflows represent acquisitions of net position that are applicable to a future reporting period and deferred outflows represent the consumption of resources that are applicable to a future reporting period. These deferrals consist of:		
Deferred Outflows Related to Net Pension Liability	273,232	
Deferred Inflows Related to Net Pension Liability	(3,455)	
		269,777
Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported as fund liabilities. Long-term liabilities at year end consist of:		
Notes Payable	(1,119,066)	
Compensated Absences	(129,354)	
Net Pension Liability	(845,554)	
		(2,093,974)
Property taxes receivable for delinquent levies and some grant receivables will be collected in the next year, but are not available soon enough to pay for current period's expenditures, and therefore, are unavailable in the fund financial statements.		1,276,209
Net Position of Governmental Activities		$ 16,366,194

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Revenues, Expenditures, and
Changes in Fund Balances -
Governmental Funds
For the Year Ended September 30, 2020

	General	Grant	Late Comers' Fee	Nonmajor Funds	Total Governmental Funds
Revenues					
Property Taxes	$ 3,311,725	$ 0	$ 0	$ 0	$ 3,311,725
Licenses and Permits	27,325	0	0	0	27,325
Charges for Services	2,370,889	0	0	0	2,370,889
Grants and Contributions	0	549,299	0	0	549,299
Intergovernmental	1,650,846	0	0	0	1,650,846
Interest	107,045	0	60,905	17,337	185,287
Other	80,197	0	2,850,260	904,177	3,834,634
Total Revenues	7,548,027	549,299	2,911,165	921,514	11,930,005
Expenditures					
Current:					
Salaries and Benefits	2,006,449	0	0	0	2,006,449
Maintenance and Operations	3,603,909	71,158	0	0	3,675,067
Community and Economic Development	0	0	1,547,685	0	1,547,685
Capital Outlay	118,010	1,759,810	0	370,044	2,247,864
Debt Service:					
Principal	0	0	1,087,787	0	1,087,787
Interest	0	0	940	0	940
Total Expenditures	5,728,368	1,830,968	2,636,412	370,044	10,565,792
Excess (Deficiency) of Revenues Over Expenditures	1,819,659	(1,281,669)	274,753	551,470	1,364,213
Other Financing Sources (Uses)					
Disposal of Assets	3,620	0	0	0	3,620
Issuance of Debt	0	0	1,284,803	0	1,284,803
Transfers In	664,713	0	0	1,582,259	2,246,972
Transfers Out	(1,582,259)	0	0	(664,713)	(2,246,972)
Total Other Financing Sources (Uses)	(913,926)	0	1,284,803	917,546	1,288,423
Net Change in Fund Balances	905,733	(1,281,669)	1,559,556	1,469,016	2,652,636
Fund Balances - Beginning	3,736,905	0	2,253,857	1,454,687	7,445,449
Fund Balances - Ending	$ 4,642,638	$ (1,281,669)	$ 3,813,413	$ 2,923,703	$ 10,098,085

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Reconciliation of the Statement
of Revenues, Expenditures, and Changes in Fund Balances
of the Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2020

Total Net Change in Fund Balance - Governmental Funds		$ 2,652,636
Amounts reported for governmental activities in the statement of activities are different because of the following:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. In the current period these amounts are:		
Capital Outlay	$ 2,182,517	
Depreciation Expense	(278,612)	
Net		1,903,905
Because some revenues will not be collected for several months after the City's fiscal year ends, they are not considered as "available" revenues in the governmental funds and are, instead, counted as deferred inflows. They are, however, recorded as revenues in the statement of activities.		1,226,812
Some expenses in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Compensated Absences Liability Changes	(13,592)	
Net Pension Liability and Related Deferral Changes	(204,205)	
		(217,797)
The proceeds from long-term debt (e.g., bonds, notes, leases) provides current financial resources to governmental funds, while repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This amount represents the net effect of these differences in the treatment of long-term debt and related items.		
Payments of Long-term Debt	1,087,787	
Issuance of Debt	(1,284,803)	
		(197,016)
Change in Net Position of Governmental Activities		$ 5,368,540

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Net Position -
Proprietary Funds
September 30, 2020

	Business-type Activities - Enterprise Funds		
	Water	Sewer	Irrigation
Assets			
Current Assets:			
Cash and Cash Equivalents	$ 10,713,135	$ 6,606,103	$ 4,808,852
Prepaid Items	39,853	25,030	3,901
Interest Receivable	10,734	5,915	4,562
Accounts and Notes Receivable, Net	281,423	363,938	4,494
Total Current Assets	11,045,145	7,000,986	4,821,809
Noncurrent Assets:			
Notes Receivable, Net	0	1,930	17,166
Capital Assets:			
Land and Construction in Progress	288,979	1,738,809	305,726
Buildings, Net	633,562	28,625,882	796,298
Equipment/Vehicles, Net	239,119	755,079	80,189
Improvements, Net	6,182,503	12,293,284	3,924,736
Intangibles, Net	87,626	24,530	0
Total Noncurrent Assets	7,431,789	43,439,514	5,124,115
Total Assets	18,476,934	50,440,500	9,945,924
Deferred Outflows			
Pension	153,589	179,146	38,948
Liabilities			
Current Liabilities:			
Accounts Payable	106,247	283,820	34,371
Benefits and Wages Payable	40,534	45,328	12,257
Payroll Taxes Payable	1,256	1,725	304
Deposits from Others	522,942	0	0
Due to KeyBank LID	0	387,242	0
Unearned Revenues	0	0	15,351
Compensated Absences	47,230	54,076	12,517
Total Current Liabilities	718,209	772,191	74,800
Long-term Liabilities:			
Compensated Absences	31,819	20,444	7,251
Net Pension Liability	422,291	485,262	106,223
Total Long-term Liabilities	454,110	505,706	113,474
Total Liabilities	1,172,319	1,277,897	188,274
Deferred Inflows			
Pension	27,568	32,252	5,085
Net Position			
Net Investment in Capital Assets	7,431,789	43,437,584	5,106,949
Unrestricted	9,998,847	5,871,913	4,684,564
Total Net Position	$ 17,430,636	$ 49,309,497	$ 9,791,513

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Net Position -
Proprietary Funds (continued)
September 30, 2020

	Business-type Activities - Enterprise Funds	
	Trash	Total
Assets		
Current Assets:		
Cash and Cash Equivalents	$ 93,787	$ 22,221,877
Prepaid Items	0	68,784
Interest Receivable	13	21,224
Accounts and Notes Receivable, Net	233,918	883,773
Total Current Assets	327,718	23,195,658
Noncurrent Assets:		
Notes Receivable, Net	0	19,096
Capital Assets:		
Land and Construction in Progress	0	2,333,514
Buildings, Net	0	30,055,742
Equipment/Vehicles, Net	0	1,074,387
Improvements, Net	0	22,400,523
Intangibles, Net	0	112,156
Total Noncurrent Assets	0	55,995,418
Total Assets	327,718	79,191,076
Deferred Outflows		
Pension	0	371,683
Liabilities		
Current Liabilities:		
Accounts Payable	14,326	438,764
Benefits and Wages Payable	0	98,119
Payroll Taxes Payable	0	3,285
Deposits from Others	0	522,942
Due to KeyBank LID	0	387,242
Unearned Revenues	0	15,351
Compensated Absences	0	113,823
Total Current Liabilities	14,326	1,579,526
Long-term Liabilities:		
Compensated Absences	0	59,514
Net Pension Liability	0	1,013,776
Total Long-term Liabilities	0	1,073,290
Total Liabilities	14,326	2,652,816
Deferred Inflows		
Pension	0	64,905
Net Position		
Net Investment in Capital Assets	0	55,976,322
Unrestricted	313,392	20,868,716
Total Net Position	$ 313,392	$ 76,845,038

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Revenues, Expenses, and Changes
in Fund Net Position - Proprietary Funds
For the Year Ended September 30, 2020

	Business-type Activities - Enterprise Funds		
	Water	Sewer	Irrigation
Operating Revenues			
Charges for Services	$ 2,465,569	$ 3,539,726	$ 846,516
Hook Ups	1,268,545	983,298	825,791
Delinquent Fees	41,124	59,085	13,879
Miscellaneous	108,727	108,002	24,417
Total Operating Revenues	3,883,965	4,690,111	1,710,603
Operating Expenses			
Salaries and Benefits	942,571	1,056,782	249,320
Contractor Services	17,228	25,072	6,543
Maintenance and Operations	404,595	1,025,827	367,245
Depreciation	523,479	2,156,422	295,670
Total Operating Expenses	1,887,873	4,264,103	918,778
Operating Income (Loss)	1,996,092	426,008	791,825
Nonoperating Revenues (Expenses)			
Interest Earned	176,632	99,103	76,839
Disposal of Assets	1,225	1,400	0
Total Nonoperating Revenues (Expenses)	177,857	100,503	76,839
Income (Loss) Before Transfers	2,173,949	526,511	868,664
Transfers and Capital Contributions			
Capital Contributions	69,640	1,421,426	340,973
Net Transfers and Capital Contributions	69,640	1,421,426	340,973
Change in Net Position	2,243,589	1,947,937	1,209,637
Net Position - Beginning, Previously	14,185,126	44,342,798	7,667,395
Prior Period Adjustment	1,001,921	3,018,762	914,481
Net Position - Beginning, Restated	15,187,047	47,361,560	8,581,876
Net Position - Ending	$ 17,430,636	$ 49,309,497	$ 9,791,513

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Revenues, Expenses, and Changes
in Fund Net Position - Proprietary Funds (continued)
For the Year Ended September 30, 2020

	Business-type Activities - Enterprise Funds	
	Trash	Total
Operating Revenues		
Charges for Services	$ 2,453,995	$ 9,305,806
Hook Ups	0	3,077,634
Delinquent Fees	0	114,088
Miscellaneous	0	241,146
Total Operating Revenues	2,453,995	12,738,674
Operating Expenses		
Salaries and Benefits	0	2,248,673
Contractor Services	0	48,843
Maintenance and Operations	2,433,863	4,231,530
Depreciation	0	2,975,571
Total Operating Expenses	2,433,863	9,504,617
Operating Income (Loss)	20,132	3,234,057
Nonoperating Revenues (Expenses)		
Interest Earned	505	353,079
Disposal of Assets	0	2,625
Total Nonoperating Revenues (Expenses)	505	355,704
Income (Loss) Before Transfers	20,637	3,589,761
Transfers and Capital Contributions		
Capital Contributions	0	1,832,039
Net Transfers and Capital Contributions	0	1,832,039
Change in Net Position	20,637	5,421,800
Net Position - Beginning, Previously	292,755	66,488,074
Prior Period Adjustment	0	4,935,164
Net Position - Beginning, Restated	292,755	71,423,238
Net Position - Ending	$ 313,392	$ 76,845,038

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Cash Flows -
Proprietary Funds
For the Year Ended September 30, 2020

	Business-type Activities - Enterprise Funds		
	Water	Sewer	Irrigation
Cash Flows From Operating Activities			
Receipts from Customers	$ 3,797,904	$ 4,561,338	$ 1,694,232
Payments to Suppliers for Goods or Services	(397,463)	(909,096)	(371,207)
Payments to Employees for Services	(841,029)	(946,930)	(223,578)
Other Receipts	108,727	108,002	24,417
Net Cash Provided (Used) by Operating Activities	2,668,139	2,813,314	1,123,864
Cash Flows From Noncapital Financing Activities	0	0	0
Cash Flows From Capital and Related Financing Activities			
Purchases and Construction of Capital Assets	(618,024)	(1,110,499)	(138,819)
Proceeds from Sale of Capital Assets	1,225	1,400	0
Net Cash Used by Capital and Related Financing Activities	(616,799)	(1,109,099)	(138,819)
Cash Flows From Investing Activities			
Interest	188,016	105,242	81,678
Net Change in Cash and Cash Equivalents	2,239,356	1,809,457	1,066,723
Cash and Cash Equivalents - Beginning	8,473,779	4,796,646	3,742,129
Cash and Cash Equivalents - Ending	$ 10,713,135	$ 6,606,103	$ 4,808,852
Displayed As:			
Cash and Cash Equivalents	$ 10,713,135	$ 6,606,103	$ 4,808,852
Schedule of Noncash Transactions:			
Donated Infrastructure	$ 69,640	$ 1,421,426	$ 340,973

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Cash Flows -
Proprietary Funds (continued)
For the Year Ended September 30, 2020

	Business-type Activities - Enterprise Funds	
	Trash	Total
Cash Flows From Operating Activities		
Receipts from Customers	$ 2,426,960	$ 12,480,434
Payments to Suppliers for Goods or Services	(2,430,111)	(4,107,877)
Payments to Employees for Services	0	(2,011,537)
Other Receipts	0	241,146
Net Cash Provided (Used) by Operating Activities	(3,151)	6,602,166
Cash Flows From Noncapital Financing Activities	0	0
Cash Flows From Capital and Related Financing Activities		
Purchases and Construction of Capital Assets	0	(1,867,342)
Proceeds from Sale of Capital Assets	0	2,625
Net Cash Used by Capital and Related Financing Activities	0	(1,864,717)
Cash Flows From Investing Activities		
Interest	549	375,485
Net Change in Cash and Cash Equivalents	(2,602)	5,112,934
Cash and Cash Equivalents - Beginning	96,389	17,108,943
Cash and Cash Equivalents - Ending	$ 93,787	$ 22,221,877
Displayed As:		
Cash and Cash Equivalents	$ 93,787	$ 22,221,877
Schedule of Noncash Transactions:		
Donated Infrastructure	$ 0	$ 1,832,039

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Cash Flows -
Proprietary Funds (continued)
For the Year Ended September 30, 2020

	Business-type Activities - Enterprise Funds		
	Water	Sewer	Irrigation
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Operating Income (Loss)	$ 1,996,092	$ 426,008	$ 791,825
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:			
Depreciation	523,479	2,156,422	295,670
Pension Income (Expense)	89,028	98,903	22,277
Changes in Assets and Liabilities:			
(Increase) Decrease in Accounts Receivable	(71,249)	(118,850)	(93)
(Increase) Decrease in Prepaid Items	(4,262)	(2,139)	(458)
(Increase) Decrease in Notes Receivable	0	1,034	6,433
Increase (Decrease) in Accounts Payable	28,622	143,942	3,039
Increase (Decrease) in Due to KeyBank LID	0	97,045	0
Increase (Decrease) in Benefits and Wages Payable	17,542	16,559	4,861
Increase (Decrease) in Payroll Taxes Payable	(5,028)	(5,610)	(1,396)
Increase (Decrease) in Deposits from Others	93,915	0	0
Increase (Decrease) in Unearned Revenues	0	0	1,706
Net Cash Provided by Operating Activities	$ 2,668,139	$ 2,813,314	$ 1,123,864

The accompanying notes are an integral part of the financial statements.

City of Kuna, Idaho
Statement of Cash Flows -
Proprietary Funds (continued)
For the Year Ended September 30, 2020

	Business-type Activities - Enterprise Funds	
	Trash	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating Income (Loss)	$ 20,132	$ 3,234,057
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:		
Depreciation	0	2,975,571
Pension Income (Expense)	0	210,208
Changes in Assets and Liabilities:		
(Increase) Decrease in Accounts Receivable	(27,035)	(217,227)
(Increase) Decrease in Prepaid Items	0	(6,859)
(Increase) Decrease in Notes Receivable	0	7,467
Increase (Decrease) in Accounts Payable	3,752	179,355
Increase (Decrease) in Due to KeyBank LID	0	97,045
Increase (Decrease) in Benefits and Wages Payable	0	38,962
Increase (Decrease) in Payroll Taxes Payable	0	(12,034)
Increase (Decrease) in Deposits from Others	0	93,915
Increase (Decrease) in Unearned Revenues	0	1,706
Net Cash Provided by Operating Activities	$ (3,151)	$ 6,602,166

The accompanying notes are an integral part of the financial statements.

City of Kuna, Idaho
Statement of Fiduciary Net Position -
Fiduciary Funds
September 30, 2020

	Agency Funds
Assets	
Cash and Cash Equivalents	$ 1,242,095
Total Assets	1,242,095
Deferred Outflows	0
Liabilities	
Due to Others	1,242,095
Total Liabilities	1,242,095
Deferred Inflows	0
Net Position	$ 0

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements present the activities of City of Kuna, Idaho (the City), which has responsibility and control over all activities related to general operations, parks, public safety, planning and zoning, and utilities within the City. The City receives funding from local, state, and federal government sources and must comply with all of the requirements of these funding source entities. However, the City is not included in any other governmental reporting entity as defined by generally accepted accounting principles. City Council members are elected by the public and have decision-making authority, the power to designate management, the ability to significantly influence operations, and the primary accountability for fiscal matters. In addition, the City's reporting entity does not contain any component units as defined by the Governmental Accounting Standards Board.

Basis of Presentation

Government-wide Statements: The statement of net position and the statement of activities display information about the financial activities of the City, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for each activity of the business-type activities of the City and for each function of the City's governmental activities.

- Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.
- Indirect expenses of the general government related to the administration and support of the City's programs, such as personnel and accounting (but not interest on long-term debt) are allocated to programs based on their percentage of total primary government expenses. Interest expenses are allocated to the programs that manage the capital assets financed with long-term debt.
- Program revenues include (a) charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes and state formula aid, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds. Separate statements for each fund category - *governmental, proprietary, and fiduciary* - are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The City reports the following major governmental funds:

- *General fund.* This is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.
- *Grant fund*. This fund accounts for grants and contributions and the spending of those grants and contributions.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

- *Late Comers' Fee fund*. This fund accumulates monies received for new building permits to reimburse development agreements for oversizing the utility lines when installed in an initial development.

Proprietary fund operating revenues and expenses are related to providing water, sewer, irrigation, trash, and well mitigation services to the residents and businesses of the City and providing services to other parts of the City government. Revenue and expenses arising from capital and non-capital financing activities and from investing activities are presented as non-operating revenues or expenses.

The City has the following major enterprise funds:

- *Water fund.* This fund accounts for the activities of the City's water supply system, pumping stations, and collection systems.
- *Sewer fund.* This fund accounts for the operations and collections of the City's sewer system.
- *Irrigation fund.* This fund accounts for the operations and collections of the City's irrigation system.
- *Trash fund.* This fund accounts for the operations and collections of the City's trash services.

Fiduciary funds consist of one agency fund. This fund accounts for monies collected and held for others. The City is responsible for ensuring that all the assets reported in this fund is used for its intended purpose. The City's fiduciary activity is reported in a separate Statement of Fiduciary Net Position.

Basis of Accounting

The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, intergovernmental revenues, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year in which the taxes are levied. Revenue from intergovernmental revenues, grants, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers revenues reported in the governmental funds to be available if they are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, and claims and judgments, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term liabilities and acquisitions under capital leases are reported as other financing sources.

Fund Balance Reporting in Governmental Funds

The City uses the following fund balance categories in the governmental fund financial statements:

- *Nonspendable.* Prepaid items that are permanently precluded from conversion to cash.
- *Restricted.* Balances constrained to a specific purpose by enabling legislation, external parties, or constitutional provisions.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

- *Assigned*. Limitations imposed on balances through intentions of the City Council or a body or official designated by the City Council.
- *Unassigned.* Balances available for any purpose.

The remaining fund balance classification (committed) was not in use. However, if there had been committed funds, these amounts would have been decided by the City Council, the City's highest level of decision-making authority, through a formal action (resolution).

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants, and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted resources available to finance the program. When both restricted and unrestricted resources are available for use, it is the City's intent to use restricted resources first, then unrestricted resources as they are needed.

There is also no formal policy regarding the use of committed, assigned, or unassigned fund balances. However, it is the City's intent that when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers the committed amounts to be reduced first, followed by the assigned amounts, and then the unassigned amounts.

The City Council has authorized the City Treasurer to assign funds. As of September 30, 2020, $894,522 has been assigned for capital improvement projects. Another $541 has been assigned for use by the City's art commission.

Details of restricted funds are as follows:

Fund	Purpose	
Park and Police Impact Fee Funds	Fees that are collected at the time a new building permit is issued and restricted by Idaho Code 67-8210 for the development of parks and police facilities as the City continues to grow. Cash is required to be maintained in interest bearing accounts in capital project funds.	$ 2,029,181
Grant Fund	Contributions revenue restricted for the Mayor's Fitness program.	1,000
	Contributions revenue restricted for a Park Bench.	500
Late Comers' Fee Fund	Development agreements between the City and developers dictate that certain future monies received by the City are to be reimbursed to the developers following receipt.	3,813,413
		$ 5,844,094

Cash Equivalents

The City requires all cash belonging to the City to be placed in custody of the Treasurer. A "Pooled Cash" concept is therefore used in maintaining the cash and investment accounts in the accounting records. Under this method, all cash is pooled for investment purposes and each fund has equity in the pooled amount. All amounts included in the pooled cash and investment accounts are considered to be cash and cash equivalents. See Note 2.

Idaho Code authorizes the City to invest any available funds in obligations issued or guaranteed by the United States Treasury, the State of Idaho, local Idaho municipalities and taxing districts, the Farm Credit System, or Idaho public corporations, as well as time deposit accounts and repurchase agreements. The City is a voluntary participant in the State of Idaho Local Government Investment Pool (LGIP).

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Investments are stated at fair value as determined by the fair value hierarchy, except certificates of deposit (which are non-participating contracts and are, therefore, carried at amortized cost).

Receivables

All receivables are shown net of an allowance for uncollectible amounts. The City has estimated none of its account receivables are doubtful.

Property Tax Calendar

The City receives tax revenue from Ada County. The County is responsible for property valuation and collection of tax levies. The taxes that have not been remitted to the City as at September 30, 2020, are considered by the City as a receivable. Taxes not collected within 60 days after September 30, 2020, are not considered available for use by the City and are recorded as deferred inflows in the fund financial statements. The levy for the current year is intended to finance operations in the next year, so the current levy is also a deferred inflow in the government-wide financial statements.

The City levies its real property taxes through the county in September of each year based upon the assessed valuation as of the previous July 1. Property taxes are due in two installments on December 20 and June 20 and are considered delinquent on January 1 and July 1.

Capital Assets

Capital assets are reported at actual or estimated historical cost based on appraisals or deflated current replacement cost. Contributed assets are reported at estimated fair value at the time received.

Capitalization thresholds (the dollar value above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide statements and proprietary funds are shown below:

	Capitalization Policy	Depreciation Method	Estimated Useful Life
Buildings and Improvements	$5,000	Straight-Line	5 - 75 Years
Equipment and Vehicles	$5,000	Straight-Line	5 - 20 Years
Intangibles	$5,000	Straight-Line	3 - 20 Years

General infrastructure assets acquired prior to October 1, 2003, are not reported in the basic financial statements. General infrastructure assets include all roads and bridges and other infrastructure assets acquired subsequent to October 1, 2003. However, the City does not report infrastructure such as roads and streets. These assets are owned and maintained by Ada County Highway District. The City has no control over this entity.

Depreciation is used to allocate the actual or estimated historical cost of all capital assets over their estimated useful lives.

Compensated Absences

The City uses the vesting method to compute compensated absences for vacation time.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Other Post-Employment Benefit Liability

Management has not performed or contracted to perform the actuarial calculations for other post-employment benefits and, accordingly, has not considered the City's other post-employment benefit liability. Accounting principles general accepted in the United States of America require that a liability be recorded for other post-employment benefits, which would initially decrease net position, increase liabilities, and increase expenses in the governmental activities, business-type activities, water fund, sewer fund, and irrigation fund. The effect of this departure from generally accepted accounting principles has not been determined.

Pensions

For purposes of measuring the net pension liability, related deferrals, and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from the Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

2. CASH AND INVESTMENTS

Deposits

As of September 30, 2020, the carrying amount of the City's deposits was $22,193,454 and the respective bank balances totaled $22,680,958. $500,000 of the total bank balance was insured by the FDIC/NCUA. Included within deposits is $20,000,000 held at Idaho Central Credit Union that has a 60 month period, maturing on 8/13/25, and has an interest rate of .947%.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned. As of September 30, 2020, $22,180,958 of the City's deposits were not covered by the federal depository insurance or by collateral held by the City's agent or pledging financial institution's trust department or agent in the name of the City, and thus were exposed to custodial credit risk.

The City does not have a formal policy limiting its exposure to custodial credit risk. However, the City uses the following procedures to mitigate the bank default risk of loss associated with the City's demand deposits which exceed the FDIC/NCUA insurance coverage limit of $250,000 per financial institution:

- Partner with large federally chartered banks with solid histories and strong credit worthiness ratings;
- Subscribe to and monitor online rating agency reports regularly as provided by the "Big Three" rating agencies (Standard & Poor's, Moody's, Fitch Group);

2. CASH AND INVESTMENTS (continued)

- Monitor online FDIC/NCUA information regarding financial institutions which have been on watch lists and/or which have failed recent stress tests;
- Monitor bank-specific online rating agency reports (Bauer Financial, Inc.; IDC Financial Publishing, Inc.; Veribanc) for bank rating information. The aforementioned entities offer very specific in-depth information for a fee, and also offer free high-level data.

Custodial Risk – Investments

Custodial credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligations. The City does not have a formal policy limiting its custodial risk for investments. The City uses the following procedures to mitigate the risk of loss associated with its investments:

The City's only investment resides with the Local Government Investment Pool (LGIP), a diversified investment pool comprised of funds from various Idaho government entities. The pool is managed by the Idaho State Treasurer's Office, which has *safety and preservation of principal* as its primary objective for the pool. An investment in the pool is not guaranteed by the FDIC nor any other government agency and, as it is with any investment, it is possible to lose money by investing in the LGIP. The City regularly monitors the diversified portfolio of the LGIP holdings and has placed a high level of trust in the Idaho State Treasurer's Office to effectively manage the City's investment in the pool.

Interest Rate Risk

The City does not have a formal policy limiting investment maturities that would help manage its exposure to fair value losses from increasing interest rates.

Investments

The State Treasurer must operate and invest the funds of the pool for the benefit of the participants. They make investments in accordance with Idaho Code, Sections 67-1210 and 67-1210A. The pool is not rated and is not registered with the Securities and Exchange Commission or any other regulatory body. The pool is valued using the Net Asset Value (NAV) per share method. Investments using the NAV per share method do not have readily obtainable fair values and are, instead, valued based on the City's pro-rata share of the pool's net position. The City values these investments based on the State of Idaho Treasurer's Office. The State Treasurer does not provide any legally binding guarantees to support the value of the shares to participants. Participants have overnight availability to their funds up to $10 million. Withdrawals of more than $10 million require 3 business day's notification.

As of September 30, 2020, the City's investments had the following maturities:

		Maturity in Years	
Investment	Fair Value	Less Than 1	1-5
External Investment Pool	$ 12,301,411	$ 12,301,411	$ 0

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2020

2. CASH AND INVESTMENTS (continued)

At year-end, the cash and investments were reported in the basic financial statements in the following categories, including $1,100 in cash kept on hand:

	Governmental Activities	Business-type Activities	Total	Fiduciary Funds
Cash and cash equivalents	$ 4,465,904	$ 15,700,261	$ 20,166,165	$ 0
Restricted cash	2,028,389	0	2,028,389	0
Investments categorized as cash equivalents	4,537,700	6,521,616	11,059,316	1,242,095
	$ 11,031,993	$ 22,221,877	$ 33,253,870	$ 1,242,095

3. COMPENSATED ABSENCES

Vacation leave is granted to all regular City employees after the first month of employment. In the event of termination, an employee is reimbursed for accumulated vacation leave. A summary of the current year activity and year-end liability is as follows:

	Beginning	Earned	Used	Ending	Current
Governmental Activities	$ 115,762	$ 119,414	$ 105,822	$ 129,354	$ 105,822
Business-type Activities	158,242	128,918	113,823	173,337	113,823
	$ 274,004	$ 248,332	$ 219,645	$ 302,691	$ 219,645

4. DUE FROM OTHER GOVERNMENTAL UNITS OR AGENCIES

Amounts due from other governmental units consist of amounts due from Ada County for agricultural equipment replacement tax of $56 and from the State of Idaho for liquor apportionment of $53,323, state revenue sharing of $220,945; highway grants of $1,221,051, and CARES Act grants of $38,699 for a total of $1,534,074.

5. RISK MANAGEMENT

The City is exposed to a considerable number of risks of loss including, but not limited to, a) damage to and loss of property and contents, b) employee torts, c) professional liabilities, i.e. errors and omissions, d) environmental damage, e) worker's compensation, i.e. employee injuries, and f) medical insurance costs of its employees. Commercial insurance policies are purchased to transfer the risk of loss.

6. TRANSFERS AND INTERNAL BALANCES

Transfer activity for the year was as follows:

$ 1,582,259	Transfer from the General fund to nonmajor funds for capital projects.
664,713	Transfer from nonmajor funds to the General fund for unspent funds for completed/discontinued projects.
$ 2,246,972	

Internal balances consisted of:

$ 876,119	Due from the Grant fund to the General fund for cash overdrafts.

7. SUBSEQUENT EVENTS

The City resurrected its existing urban renewal district. The urban renewal district became operational in December 2020 and is intended to function as a blended component unit of the City.

8. PENSION PLAN

Plan Description

The City contributes to the Base Plan, which is a cost-sharing multiple-employer defined benefit pension plan administered by the Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service, and three members who are Idaho citizens and are not members of the Base Plan, except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year, provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 72% for police and firefighters. As of June 30, 2020, it was 7.16% for general employees and 8.81% for police and firefighters. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.94% for general employees and 12.28% for police and firefighters. The City's employer contributions were $342,690 for the year ended September 30, 2020.

8. PENSION PLAN (continued)

Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As of September 30, 2020, the City reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. As of June 30, 2020, the City's proportion was .080672%.

For the year ended September 30, 2020, the City recognized pension expense of $757,101. At September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 145,266	$ 60,709
Changes in assumptions or other inputs	31,444	0
Net difference between projected and actual earnings on pension plan investments	213,108	0
Changes in the City's proportion and differences between the City's contributions and the City's proportionate contributions	164,037	7,651
City contributions subsequent to the measurement date	91,060	0
Total	$ 644,915	$ 68,360

$91,060 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ending September 30, 2021.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2019, the beginning of the measurement period ended June 30, 2020, is 4.7 years and 4.8 years for the measurement period ended June 30, 2019.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

Year Ended September 30,	
2021	$ 70,371
2022	$ 121,285
2023	$ 141,195
2024	$ 152,644

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the

8. PENSION PLAN (continued)

Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

- Inflation 3.00%
- Salary increases, including inflation 3.75%
- Investment rate of return 7.05%, net of investment fees
- Cost-of-living adjustments 1.00%

Mortality rates were based on the RP – 2000 combined table for healthy males or females as appropriate with the following offsets:

- Set back three years for teachers
- No offset for male police and firefighters
- Forward one year for female police and firefighters
- Set back one year for all general employees and beneficiaries

An experience study was performed for the period July 1, 2013 through June 30, 2017, which reviewed all economic and demographic assumptions other than mortality. The total pension liability as of June 30, 2020 is based on the results of an actuarial valuation date of July 1, 2020.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers, and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of the System's assets.

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as follows:

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2020

8. PENSION PLAN (continued)

	Target Allocation	Rate of (Arithmetic)	of Return (Arithmetic)
Asset Class:			
Core Fixed Income	30.00%	2.80%	0.55%
Broad US Equities	55.00%	8.55%	6.30%
Developed Foreign Equities	15.00%	8.70%	6.45%
Assumed Inflation - Mean		2.25%	2.25%
Assumed Inflation - Standard Deviation		1.50%	1.50%
Portfolio Arithmetic Mean Return		6.85%	4.60%
Portfolio Standard Deviation		12.33%	12.33%
Portfolio Long-Term (Geometric) Expected Rate of Return		6.25%	3.89%
Assumed Investment Expenses		0.40%	0.40%
Portfolio Long-Term (Geometric) Expected Rate of Return, Net of Investment Expenses		5.85%	3.49%

Investment Policy Assumptions from PERSI Board November 2019	
Portfolio Long-Term Expected Real Rate of Return, Net of Investment Expenses	4.14%
Portfolio Standard Deviation	14.16%

Economic/Demographic Assumptions from Milliman 2018	
Valuation Assumptions Chosen by PERSI Board	
Long-Term Expected Real Rate of Return, Net of Investment Expenses	4.05%
Assumed Inflation	3.00%
Long-Term Expected Geometric Rate of Return, Net of Investment Expenses	**7.05%**

Discount Rate

The discount rate used to measure the total pension liability was 7.05%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plan's net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.05%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.05%) or 1% higher (8.05%) than the current rate:

	1% Decrease (6.05%)	Current Discount Rate (7.05%)	1% Increase (8.05%)
City's proportionate share of the net pension liability (asset)	$ 3,812,846	$ 1,859,330	$ 243,974

8. PENSION PLAN (continued)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

9. LONG-TERM DEBT

The City issued debt via direct placement to reimburse developers for infrastructure transferred for public usage in accordance with the reimbursement agreements for projects within the City. All notes with developers have a ten-year repayment term at 4% simple interest, with payments due annually.

Changes in long-term debt for the year ended September 30, 2020, are as follows:

Description	Maturity	Rate	10/1/2019	Increase	Decrease	09/30/2020	Current
Governmental Activities:							
Developer Notes	2029	4.00%	$ 922,050	$1,284,803	$(1,087,787)	$1,119,066	$95,755

Debt service requirements on long-term debt at September 30, 2020, are as follows:

Year Ending	Governmental Activities Bonds and Notes	
September 30,	Principal	Interest
2021	$ 95,755	$ 44,680
2022	99,503	40,932
2023	103,483	36,952
2024	107,622	32,813
2025	111,927	28,508
2026-2030	600,776	71,694
	$ 1,119,066	$ 255,579

10. LEASE COMMITMENTS

The City is committed to several operating leases. The agreements call for monthly payments ranging from $47 to $349. The leases expire at various times through September 2024. Other operating leases have terms of less than one year. Lease expense for the year totaled $34,191. Future minimum lease payments are as follows:

Year Ending September 30,	Amount
2021	$ 8,228
2022	7,879
2023	4,040
2024	1,623
	$ 21,770

11. OTHER COMMITMENTS

The City has two credit cards with credit limits totaling $46,000. Total available credit on the cards as of September 30, 2020, was $41,832.

12. PRIOR PERIOD ADJUSTMENTS

In the fund financial statements for the proprietary funds, it was discovered that capital contributions from developers in prior years had not been recorded. This resulted in an increase to beginning net position of $4,935,164. This same adjustment was necessary in the government-wide statements for the business-type activities.

In the government-wide statements for the governmental activities, it was determined that the notes to the developers for infrastructure had not been recorded. This resulted in a decrease to beginning net position of $922,050.

13. CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2020, was as follows:

Governmental Activities:	10/1/2019	Reclass-ifications	Additions	Disposals	09/30/2020
Capital Assets Not Being Depreciated:					
Land	$ 1,577,127	$ 0	$ 0	$ 0	$ 1,577,127
Construction in Progress	241,996	0	1,961,111	0	2,203,107
Total Nondepreciable Assets	1,819,123	0	1,961,111	0	3,780,234
Capital Assets Being Depreciated:					
Buildings	937,506	0	49,048	0	986,554
Equipment	693,849	0	19,000	0	712,849
Improvements	2,403,586	0	69,710	0	2,473,296
Vehicles	480,242	0	83,648	(3,334)	560,556
Intangibles	201,662	0	0	0	201,662
Total Depreciable Assets	4,716,845	0	221,406	(3,334)	4,934,917
Less: Accumulated Depreciation					
Buildings	409,107	0	26,962	0	436,069
Equipment	504,385	0	43,551	0	547,936
Improvements	384,069	0	97,338	0	481,407
Vehicles	316,114	0	69,762	(3,334)	382,542
Intangibles	10,101	0	40,999	0	51,100
Total Accumulated Depreciation	1,623,776	0	278,612	(3,334)	1,899,054
Net Depreciable Assets	3,093,069	0	(57,206)	0	3,035,863
Capital Assets - Net	$ 4,912,192	$ 0	$1,903,905	$ 0	$ 6,816,097

Depreciation expense for governmental activities was charged to the functions of the City as follows:

General Administration	$ 278,612

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2020

13. CAPITAL ASSETS (continued)

Business-type Activities:	10/1/2019	Reclass-ifications	Additions	Disposals	09/30/2020
Capital Assets Not Being Depreciated:					
Land	$ 2,128,331	$ 0	$ 79,200	$ 0	$ 2,207,531
Construction in Progress	155,246	(54,749)	25,486	0	125,983
Total Nondepreciable Assets	2,283,577	(54,749)	104,686	0	2,333,514
Capital Assets Being Depreciated:					
Buildings	43,426,074	0	0	0	43,426,074
Equipment	1,823,044	0	196,389	(24,500)	1,994,933
Improvements	36,402,633	0	2,788,747	0	39,191,380
Vehicles	701,181	0	534,160	(10,041)	1,225,300
Intangibles	0	54,749	75,400	0	130,149
Total Depreciable Assets	82,352,932	54,749	3,594,696	(34,541)	85,967,836
Less: Accumulated Depreciation					
Buildings	11,907,505	0	1,462,827	0	13,370,332
Equipment	1,358,183	0	124,079	(24,500)	1,457,762
Improvements	15,474,114	0	1,316,743	0	16,790,857
Vehicles	644,196	0	53,929	(10,041)	688,084
Intangibles	0	0	17,993	0	17,993
Total Accumulated Depreciation	29,383,998	0	2,975,571	(34,541)	32,325,028
Net Depreciable Assets	52,968,934	54,749	619,125	0	53,642,808
Capital Assets - Net	$55,252,511	$ 0	$ 723,811	$ 0	$55,976,322

During the current year, infrastructure was donated to the City for the City's utility systems. The infrastructure is reported in the business-type activities at the estimated acquisition value of $1,832,039 on the date the infrastructure was deemed donated.

REQUIRED SUPPLEMENTARY INFORMATION

City of Kuna, Idaho
Schedule of Employer's Share of Net Pension Liability
PERSI - Base Plan*
Last 10 - Fiscal Years

	2020	2019	2018	2017	2016	2015
Employer's portion of the net pension liability	0.080672%	0.073408%	0.067245%	0.065338%	0.058449%	0.053872%
Employer's proportionate share of the net pension liability	$ 1,859,330	$ 837,930	$ 991,941	$ 1,027,058	$ 1,184,916	$ 709,410
Employer's covered payroll	$ 2,861,965	$ 2,491,955	$ 2,163,259	$ 2,029,073	$ 1,708,869	$ 1,508,950
Employer's proportional share of the net pension liability as a percentage of its covered payroll	64.97%	33.63%	45.85%	50.62%	69.34%	47.01%
Plan fiduciary net position as a percentage of the total pension liability	88.22%	93.79%	91.69%	90.68%	87.26%	91.38%

*GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for the years the information is available.

Data reported is measured as of June 30, 2020.

City of Kuna, Idaho
Schedule of Employer Contributions
PERSI - Base Plan*
Last 10 - Fiscal Years

	2020	2019	2018	2017	2016	2015
Statutorily required contribution	$ 342,690	$ 300,675	$ 254,964	$ 225,160	$ 217,319	$ 173,753
Contributions in relation to the statutorily required contribution	(342,690)	(300,675)	(254,964)	(225,160)	(217,319)	(173,753)
Contribution (deficiency) excess	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Employer's covered payroll	$ 2,870,103	$ 2,626,070	$ 2,252,065	$ 1,988,773	$ 1,919,620	$ 1,534,916
Contributions as a percentage of covered payroll	11.94%	11.45%	11.32%	11.32%	11.32%	11.32%

*GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for the years the information is available.

Data is reported as of September 30, 2020.

City of Kuna, Idaho
Budgetary (GAAP Basis) Comparison Schedule
General Fund
For the Year Ended September 30, 2020

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Property Taxes	$ 3,185,042	$ 3,185,042	$ 3,311,725	$ 126,683
Licenses and Permits	29,532	29,532	27,325	(2,207)
Charges for Services	2,230,747	2,230,747	2,370,889	140,142
Intergovernmental	1,392,264	1,392,264	1,650,846	258,582
Interest	45,000	45,000	107,045	62,045
Other	58,550	58,550	80,197	21,647
Total Revenues	6,941,135	6,941,135	7,548,027	606,892
Expenditures				
Current:				
Salaries and Benefits	2,073,551	2,073,551	2,006,449	67,102
Maintenance and Operations	3,695,308	3,695,308	3,603,909	91,399
Capital Outlay	2,195,983	2,195,983	118,010	2,077,973
Total Expenditures	7,964,842	7,964,842	5,728,368	2,236,474
Excess (Deficiency) of Revenues Over Expenditures	(1,023,707)	(1,023,707)	1,819,659	2,843,366
Other Financing Sources (Uses)				
Disposal of Assets	0	0	3,620	3,620
Transfers In	0	0	664,713	664,713
Transfers Out	(1,582,259)	(1,582,259)	(1,582,259)	0
Total Other Financing Sources (Uses)	(1,582,259)	(1,582,259)	(913,926)	668,333
Net Change in Fund Balances	(2,605,966)	(2,605,966)	905,733	3,511,699
Fund Balances - Beginning	2,605,966	2,605,966	3,736,905	1,130,939
Fund Balances - Ending	$ 0	$ 0	$ 4,642,638	$ 4,642,638

City of Kuna, Idaho
Budgetary (GAAP Basis) Comparison Schedule
Grant Fund
For the Year Ended September 30, 2020

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Grants and Contributions	$ 2,270,196	$ 2,270,196	$ 549,299	$ (1,720,897)
Total Revenues	2,270,196	2,270,196	549,299	(1,720,897)
Expenditures				
Current:				
Maintenance and Operations	2,283,429	2,283,429	71,158	2,212,271
Capital Outlay	0	0	1,759,810	(1,759,810)
Total Expenditures	2,283,429	2,283,429	1,830,968	452,461
Excess (Deficiency) of Revenues Over Expenditures	(13,233)	(13,233)	(1,281,669)	(1,268,436)
Other Financing Sources (Uses)				
Transfers In	0	0	0	0
Transfers Out	0	0	0	0
Total Other Financing Sources (Uses)	0	0	0	0
Net Change in Fund Balances	(13,233)	(13,233)	(1,281,669)	(1,268,436)
Fund Balances - Beginning	13,233	13,233	0	(13,233)
Fund Balances - Ending	$ 0	$ 0	$ (1,281,669)	$ (1,281,669)

City of Kuna, Idaho
Budgetary (GAAP Basis) Comparison Schedule
Late Comers' Fee Fund
For the Year Ended September 30, 2020

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Interest	$ 15,000	$ 15,000	$ 60,905	$ 45,905
Other	2,250,724	2,250,724	2,850,260	599,536
Total Revenues	2,265,724	2,265,724	2,911,165	645,441
Expenditures				
Current:				
Community and Economic Development	1,364,799	1,364,799	1,547,685	(182,886)
Debt Service:				
Principal	0	0	1,087,787	(1,087,787)
Interest	0	0	940	(940)
Contingency	3,436,457	3,436,457	0	3,436,457
Total Expenditures	4,801,256	4,801,256	2,636,412	2,164,844
Excess (Deficiency) of Revenues Over Expenditures	(2,535,532)	(2,535,532)	274,753	2,810,285
Other Financing Sources (Uses)				
Issuance of Debt	0	0	1,284,803	1,284,803
Total Other Financing Sources (Uses)	0	0	1,284,803	1,284,803
Net Change in Fund Balances	(2,535,532)	(2,535,532)	1,559,556	4,095,088
Fund Balances - Beginning	2,535,532	2,535,532	2,253,857	(281,675)
Fund Balances - Ending	$ 0	$ 0	$ 3,813,413	$ 3,813,413

City of Kuna, Idaho
Notes to Required Supplementary Information
For the Year Ended September 30, 2020

1. BUDGETS AND BUDGETARY ACCOUNTING

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

A. Prior to September 1, the Treasurer, Mayor, and City Council prepare a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.

B. Public hearings are conducted at the City Hall to obtain taxpayer comments.

C. Prior to October 1, the budget is legally enacted through passage of an ordinance.

D. The City is authorized to transfer budgeted amounts between departments within any fund; however, no revision can be made to increase the overall tax supported funds except when federal or state grants are approved. The City, however, must follow the same budgetary procedures as they followed when the original budget was approved. The budget for Enterprise funds may also be revised in the same manner as those situations involving federal and state grants.

E. Formal budgetary integration is employed as a management control device during the year for the General fund and Special Revenue funds.

F. The budget is adopted on a basis consistent with generally accepted accounting principles.

G. Expenditures may not legally exceed budgeted appropriations at the fund level. The City does not use the encumbrance method of accounting.

SUPPLEMENTAL INFORMATION

City of Kuna, Idaho
Supplemental Schedule of Revenues by Source -
Budget (GAAP Basis) and Actual - General Fund
For the Year Ended September 30, 2020

	Budget	Actual	Variance
Property Taxes			
Taxes	$ 3,181,873	$ 3,307,694	$ 125,821
Interest and Penalties	3,169	4,031	862
	3,185,042	3,311,725	126,683
Licenses and Permits			
Business Licenses	4,118	6,172	2,054
Liquor Licenses	6,250	6,187	(63)
Beer Licenses	3,333	3,125	(208)
Wine Licenses	2,813	2,700	(113)
Dog Licenses	11,843	7,816	(4,027)
Catering Permits	293	40	(253)
Vendor Permits	882	1,285	403
	29,532	27,325	(2,207)
Intergovernmental			
State Liquor Apportionment	197,976	243,919	45,943
Sales Tax Revenue Sharing - County	343,869	184,852	(159,017)
Sales Tax Revenue Sharing - State	850,419	1,222,075	371,656
	1,392,264	1,650,846	258,582
Other			
Administration Fees	276,859	268,195	(8,664)
Franchise Fees	320,464	347,574	27,110
Building Rental	16,826	9,386	(7,440)
Fine Distribution	8,500	9,881	1,381
Interest	45,000	107,045	62,045
Miscellaneous	50,050	70,316	20,266
Planning and Zoning	1,612,581	1,740,500	127,919
RV Dump	4,017	5,234	1,217
Disposal of Assets	0	3,620	3,620
	2,334,297	2,561,751	227,454
Total Revenue	$ 6,941,135	$ 7,551,647	$ 610,512

City of Kuna, Idaho
Supplemental Schedule of Expenditures by Object of Expenditure -
Budget (GAAP Basis) and Actual - General Fund
For the Year Ended September 30, 2020

	Budget	Actual	Variance
Salaries and Benefits			
FICA	$ 93,985	$ 88,242	$ 5,743
Group Life Insurance	983	839	144
Group Medical Insurance	232,444	242,239	(9,795)
Mayor and City Council Salaries	96,990	95,839	1,151
Medicare	21,981	20,635	1,346
Pension	175,264	170,622	4,642
Seasonal Salaries	48,241	20,616	27,625
Staff Salaries	1,370,659	1,344,096	26,563
Unemployment	7,000	4,045	2,955
Workman's Compensation	26,004	19,276	6,728
	2,073,551	2,006,449	67,102
Maintenance and Operations			
Ada County Sheriff	2,501,394	2,501,395	(1)
Animal Control	114,138	111,485	2,653
Bank Fees	28,666	33,739	(5,073)
Cleaning Offices	16,864	11,155	5,709
Code Enforcement	800	0	800
Contract Services	274,359	326,233	(51,874)
Donations Expenditure	30,643	24,276	6,367
Dues and Memberships	65,940	60,145	5,795
Elections	750	0	750
Legal Publications	12,900	13,376	(476)
Liability Insurance	32,483	32,483	0
Maintenance and Repair	118,850	115,095	3,755
Meetings	18,600	7,426	11,174
Miscellaneous	31,900	4,353	27,547
Supplies	58,020	32,377	25,643
Postage and Billing	16,000	15,512	488
Professional Services	106,500	106,608	(108)
Rent - City Hall	2,082	2,082	0
Rent - Equipment	31,750	27,943	3,807
Telephone	17,313	20,269	(2,956)
Training	25,335	11,310	14,025
Travel and Membership Dues	16,800	11,244	5,556
Uniforms	2,800	2,505	295
Utilities	143,501	111,888	31,613
Vehicle Expenditure	26,920	21,010	5,910
	3,695,308	3,603,909	91,399
Capital Outlay	2,195,983	118,010	2,077,973
Total Expenditures	$ 7,964,842	$ 5,728,368	$ 2,236,474

City of Kuna, Idaho
Combining Balance Sheet -
Nonmajor Funds
September 30, 2020

	Capital Projects			
	Capital Outlay	Park Impact Fee	Police Impact Fee	Total
Assets				
Cash and Cash Equivalents	$ 983,745	$ 0	$ 0	$ 983,745
Interest Receivable	0	792	0	792
Restricted Cash	0	1,934,045	94,344	2,028,389
Total Assets	983,745	1,934,837	94,344	3,012,926
Deferred Outflows	0	0	0	0
Total Assets and Deferred Outflows	$ 983,745	$ 1,934,837	$ 94,344	$ 3,012,926
Liabilities				
Accounts Payable	$ 89,223	$ 0	$ 0	$ 89,223
Total Liabilities	89,223	0	0	89,223
Deferred Inflows	0	0	0	0
Fund Balances				
Restricted	0	1,934,837	94,344	2,029,181
Assigned	894,522	0	0	894,522
Total Fund Balances	894,522	1,934,837	94,344	2,923,703
Total Liabilities, Deferred Inflows, and Fund Balances	$ 983,745	$ 1,934,837	$ 94,344	$ 3,012,926

City of Kuna, Idaho
Combining Statement of Revenues, Expenditures,
and Changes in Fund Balances – Nonmajor Funds
For the Year Ended September 30, 2020

	Capital Projects			
	Capital Outlay	Park Impact Fee	Police Impact Fee	Total
Revenues				
Interest	$ 0	$ 17,337	$ 0	$ 17,337
Other	0	822,564	81,613	904,177
Total Revenues	0	839,901	81,613	921,514
Expenditures				
Capital Outlay	355,245	14,799	0	370,044
Total Expenditures	355,245	14,799	0	370,044
Excess (Deficiency) of Revenues Over Expenditures	(355,245)	825,102	81,613	551,470
Other Financing Sources (Uses)				
Transfers In	1,582,259	0	0	1,582,259
Transfers Out	(664,713)	0	0	(664,713)
Total Other Financing Sources (Uses)	917,546	0	0	917,546
Net Change in Fund Balances	562,301	825,102	81,613	1,469,016
Fund Balances - Beginning	332,221	1,109,735	12,731	1,454,687
Fund Balances - Ending	$ 894,522	$ 1,934,837	$ 94,344	$ 2,923,703

City of Kuna, Idaho
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2020

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA No.	Pass-through Number	Expenditures
U.S. Department of Housing and Urban Development			
Passed through Idaho Department of Commerce			
Community Development Block Grant	14.228	B18DC160001	$ 489,550
Total U.S. Department of Housing and Urban Development			489,550
U.S. Department of Transportation			
Passed through Idaho Transporation Department			
Highway Planning and Construction/Highway Planning and Construction Cluster	20.205	A020(143)	1,126,547
Total U.S. Department of Transportation			1,126,547
U.S. Department of the Treasury			
Passed through Idaho Office of the Governor:			
Coronavirus Relief Funds	21.019	20-1892-0-1-806	63,912
Total U.S. Department of the Treasury			63,912
Total Expenditures of Federal Awards			$ 1,680,009

See accompanying notes to the schedule of expenditures of federal awards.

City of Kuna, Idaho
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2020

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of City of Kuna, Idaho (the City) under programs of the federal government for the year ended September 30, 2020. The information in this schedule is presented in accordance with the requirements of title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

2. SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. DE MINIMIS INDIRECT COST RATE

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

4. SUBRECIPIENTS

No awards were passed through to subrecipients.

INTERNAL CONTROL AND COMPLIANCE REPORTS

Bailey & Company Chtd.
Certified Public Accountants

James Washburn, CPA
Weston Flamm, CPA
Cassie Zattiero, CPA

812-B 12th Ave. South
P.O. Box 876
Nampa, ID 83653-0876
208 466-2493
FAX 208 467-2000
www.BaileyCPAs.com

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

To the Honorable Mayor
and City Council
City of Kuna, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Kuna, Idaho (the City), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 8, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bailey & Co.

Nampa, Idaho
June 8, 2021

Bailey & Company Chtd.
Certified Public Accountants

James Washburn, CPA
Weston Flamm, CPA
Cassie Zattiero, CPA

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FAX 208 467-2000
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Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Honorable Mayor
and City Council
City of Kuna, Idaho

Report on Compliance for Each Major Federal Program

We have audited City of Kuna, Idaho's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2020. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal* Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal* Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, City of Kuna, Idaho, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2020.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Bailey & Co.

Nampa, Idaho
June 8, 2021

City of Kuna, Idaho
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2020

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified - General, Grant, Late Comer's Fee, Trash, and Nonmajor Funds; Qualified - Governmental and Business-type Activities, Water, Sewer, and Irrigation Funds

Internal control over financial reporting:

Significant deficiency(ies) disclosed?	☐ yes ☑ None reported
Material weakness(es) disclosed?	☐ yes ☑ No
Noncompliance material to financial statements noted?	☐ yes ☑ No

Federal Awards

Internal control over major programs:

Significant deficiency(ies) disclosed?	☐ yes ☑ None reported
Material weakness(es) disclosed?	☐ yes ☑ No

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)	☐ yes ☑ No

Identification of major programs:

Name of Federal Program	CFDA Numbers
Highway Planning and Construction/ Highway Planning and Construction Cluster	20.205

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000
Auditee qualified as low risk auditee?	☐ yes ☑ No

Section II - Financial Statement Findings

None reported

Section III - Federal Awards Findings and Questioned Costs

None reported

RESOLUTION NO. 20-2021
CITY OF KUNA, IDAHO

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

- **MAKING CERTAIN FINDINGS AND PURPOSES;**
- **AUTHORIZING THE CITY PARKS AND RECREATION DIRECTOR, IN CONJUNCTION WITH THE CITY ATTORNEY, AND NECESSARY STAFF AND AGENTS OF THIS CITY TO EXERCISE THE CITY'S RIGHT OF EMINENT DOMAIN FOR ADDITIONAL REAL PROPERTY FOR USE BY THE CITY FOR PUBLIC BUILDINGS AND PUBLIC GROUNDS;**
- **AUTHORIZING ANY AND ALL NECESSARY ACTIONS RELATED THERETO; AND**
- **PROVIDING 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

1.1 In the summer of 2018, Bobby Withrow, Parks and Recreation Director for the City of Kuna, commenced negotiations with Union Pacific Railroad Company (hereinafter "Union Pacific") to acquire two parcels of real property from Union Pacific Railroad on behalf of the City.

1.2 These negotiations were related to two parcels of land that are adjacent to one another, and located immediately to the north of Indian Creek, and are within the boundaries of the City.

1.3 The first parcel related to those negotiations is approximately 1.7 acres (hereinafter "1.7 Parcel") and more particularly described as:

> Commencing at the corner common to Sections 23, 24, 25 and 26, Township two (2) North of Range One (1) West of B.M. in Ada County, Idaho and running thence South 89º45' West 90 feet along the section line, thence South 0º28' East 141.3 feet; thence South 24º14' West 230 feet along the Railroad Right of Way and Depot Grounds; thence South 65º46' East along the North boundary line of the Railroad Right of Way to the section line; thence North along the section line to the point of beginning. Also
>
> Commencing at a point on the section line between sections 23 and 26, Township Two 92) North of Range One (1) West, 90 feet West of the corner of Section 23, 24, 25 and 26, and running thence South 141.3 feet to an intersection with the Railroad Right of Way and epot grounds, thence North 65º18' West 334.9 feet along the North boundary of the Depot grounds to an intersection with the section line between sections 23 and 26, thence North 89º45' East 304.3 feet along the section line to the place of beginning.

1.4 The second parcel related to those negotiations is approximately 13.85 acres (hereinafter "13.85 Parcel") and more particularly described as:

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

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

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

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

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

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

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

thence leaving said parallel line, North 20°43'28" East, coincident with the easterly line of said Rose Park, a distance of 230.00 feet to a point on the northerly right-of-way line of said Oregon Short Line Railroad; thence coincident with said northerly right-of-way line, the following two (2) consecutive courses and distances:

1. along the arc of a non-tangent curve to the right, concave southerly, having a radius of 4,142.89 feet, through a central angle of 3°45'17", an arc length of

271.50 feet, and a chord bearing South 67°23'53" East, a distance of 271.45 feet, and

2. South 65°31'14" East, a distance of 2,007.66 fee to the **Point of Beginning**.

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

1.5 A survey and legal description of the 13.85 Parcel is attached hereto as Exhibit A.

1.6 Presently, the City leases both the 1.7 Parcel and the 13.85 Parcel from Union Pacific, and maintains a park on these parcels.

1.7 The City desires to improve the park in question by constructing covered picnic structures, an amphitheater, and potentially other public buildings and other improvements, but due to limitations imposed by the lease agreement the City cannot make such improvements unless it acquires title to the 1.7 Parcel and 13.85 Parcel.

1.8 During the course of negotiations with Union Pacific to purchase the 1.7 Parcel and 13.85 Parcel, City staff learned that Union Pacific owns the 1.7 Parcel in fee, but does not own the 13.85 Parcel; instead, Union Pacific only has easement rights to the 13.85 Parcel which it obtained pursuant to an Act of Congress of the United States passed on March 3, 1875. Therefore, Union Pacific can convey title to the City for the 1.7 Parcel, but it cannot convey the title to the City for the 13.85 Parcel. Nonetheless, negotiotions with Union Pacific ares still necessary because it must agree to release, and actually release, its easement for the City to acquire clear title to the 13.85 Parcel.

1.9 In 1907, the United States government issued a patent to Fremont H. Teed (hereinafter "Teed"), which patent included of a portion of the 13.85 Parcel. This patent is recorded in Ada County as Instrument No. 21300. While this patent includes a portion of the 13.85 Parcel, it also includes much more land beyond the 13.85 Parcel boundaries.

1.10 In 1907, the United States government issued a patent to Laneta B. Young (hereinafter "Young"), which patent included the remaining portion of the 13.85 Parcel. This patent is recorded in Ada County as Instrument No. 25416. While this patent includes a portion of the 13.85 Parcel, it also includes much more land beyond the 13.85 Parcel boundaries.

1.11 Since the two patents described above, no portion of the 13.85 Parcel has ever again been conveyed; therefore, the fee interest for the 13.85 Parcel is presently owned in-part by Teed, and in-part by Young.

1.12 A horizontal (i.e. east-west) section line intersects the 13.85 parcel, which section line is the border between Sections 23 & 26, Township 2 North, Range 1 West, Boise Meridian. Teed owns the portion of the 13.85 Parcel located in Section 23, which is north of said section line. Young owns the portion of the 13.85 Parcel located in Section 26, which is south of said section line.

1.13 The City has searched probate records for Teed and Young which confirm they are deceased.

1.14 Since Teed and Young are deceased, they cannot convey title to the 13.85 Parcel, and an eminent domain action is necessary for the City to obtain title to this parcel.

1.15 Teed and Young may have living heirs, though the identities of these heirs are unknown to the City, and such heirs are necessary parties to an eminent domain action regarding the 13.85 Parcel.

1.16 On November 10, 1937, the Oregon Short Line Railroad (predecessor in interest to Union Pacific) and its then lessee, Union Pacific, executed an agreement with the State of Idaho's Department of Public Works (the Road Agreement). The Road Agreement was not recorded, but was assigned State of Idaho Audit No. 44388, and copy of said agreement is attached hereto as Exhibit B.

1.17 Pursuant to the Road Agreement, the State of Idaho was authorized to construct and maintain Bridge Avenue in Kuna, Idaho, which road intersects the 13.85 Parcel. Subsequent to the construction of Bridge Avenue, the Idaho Transportation Department (hereinafter "ITD") assumed the rights of the State of Idaho Department of Public Works to Bridge Avenue and for some time continued to maintain the same as part of the State Highway System as a public highway right-of-way.

1.18 On December 7, 1983 the Bridge Avenue right-of-way was relinquished by ITD to the City through a Resolution of the ITD Board. A copy of this resolution attached hereto as Exhibit C.

1.19 Subsequent to the ITD relinquishment of Bridge Avenue to the City, the Ada County Highway District (hereinafter "ACHD) became the sole secondary highway jurisdiction in Ada County, state of Idaho. By operation of law (Chapter 14 of Title 40 Idaho) Bridge Avenue and its public right-of-way rights were transferred from the City to the ACHD.

1.20 Bridge Avenue still exists today in the same location authorized by the Road Agreement. A survey depicting the location of Bridge Street is attached hereto as Exhibit D (a second survey image of Bridge Street can be found in Exhibit B).

1.21 Because Bridge Avenue intersects the 13.85 Parcel, ACHD a necessary party to an eminent domain action regarding the 13.85 Parcel

1.22 On February 10, 1966, the Oregon Short Line Railroad and its then lessee, Union Pacific, executed an agreement with Intermountain Gas Company (hereinafter the "Gas Pipeline Agreement"). The Gas Pipeline Agreement was recorded in Ada County, Idaho as Instrument No. 638810, which is attached hereto as Exhibit E.

1.23 Pursuant to the Gas Pipeline Agreement, Intermountain Gas Company (hereinafter "Intermountain") was authorized (as a licensee) to construct and maintain a gas pipeline through the 13.85 Parcel.

1.24 The gas pipeline authorized by the Gas Pipeline Agreement still exists today and intersects the 13.85 Parcel.

1.25 Because the gas pipeline intersects the 13.85 Parcel, Intermountain is a necessary party to an eminent domain action regarding the 13.85 Parcel.

1.26 The City, through its agents, has notified Union Pacific, ACHD, and Intermountain of its intent to pursue eminent domain for the 13.85 Parcel. Additionally, the City has engaged in negotiations with Union Pacific, ACHD, and Intermountain regarding the terms of a Prelitigation Settlement Agreement in order to expedite a resolution of the eminent domain.

1.27 The City has not notified or attempted negotiations with the heirs of Teed or Young because those individuals are unknown to the City.

1.28 The City searched probate records for Teed and Young, as well as the probate records of some of their heirs. The 13.85 Parcel has never been conveyed in any of the probate records searched; therefore, the City was not able to locate any owners of the 13.85 Parcel to notify or negotiate with.

1.29 The City has authority to exercise eminent domain pursuant to I.C. § 7-720, which provides in relevant part as follows:

> Any municipality at its option may exercise the right of eminent domain under the provisions of this chapter for any uses and purposes mentioned in section 7-701, Idaho Code.

1.30 I.C. § 7-701 permits the exercise of eminent domain to take property to be used for "[p]ublic buildings and grounds for use of any…incorporated city."

1.31 The Mayor and City Council find that it is necessary to proceed with an eminent domain action against all owners and claimants of the 13.85 Parcel.

Section 2: Authorization

2.1 The City Parks and Recreation Director and other necessary officials are hereby directed and authorized together with the City Attorney to file an eminent domain action in and on behalf of the City of Kuna as plaintiff against all owners and claimants of the 13.85 Parcel identified and described in paragraph 1.4 above. This authorization does not extend to the 1.7 Parcel because Union Pacific has the ability to convey title to that parcel; therefore, eminent domain is unnecessary for that parcel.

2.2 The City Parks and Recreation Director, in conjunction with the City Attorney, is authorized and directed to obtain all necessary title company litigation guarantees and legal surveys and any other actions necessary and required by law in order to proceed with the eminent domain action herein authorized against any person or entity who have ownership interest in any portion of the 13.85 Parcel.

2.3 The City Parks and Recreation Director, in conjunction with the City Attorney, is authorized and directed to negotiate a Prelitigation Settlement Agreement with any prospective parties of the eminent domain action to resolve claims and any potential disputes before the action is commenced. However, any negotiated agreement shall be presented to the City Council for review and approval, and be signed by the Mayor.

Section 3: Directing the City Clerk

3.1 The City Clerk is hereby directed to:

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

3.1.2 Provide a copy of this Resolution, to the City Parks and Recreation Director, the City Attorney, and to anyone else who requests the same as may be relevant to the prosecution or defense of the eminent domain action herein authorized.

Section 4. Effective Date

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

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

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

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

W:\Work\K\Kuna, City of 25721\UP Railroad land matter\EMINENT DOMAIN litigation .006\Resolution of Necessity.docx

J-U-B ENGINEERS, INC.

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

EXHIBIT "A"
Release Property
City of Kuna
Boundary Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

End of Description.

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

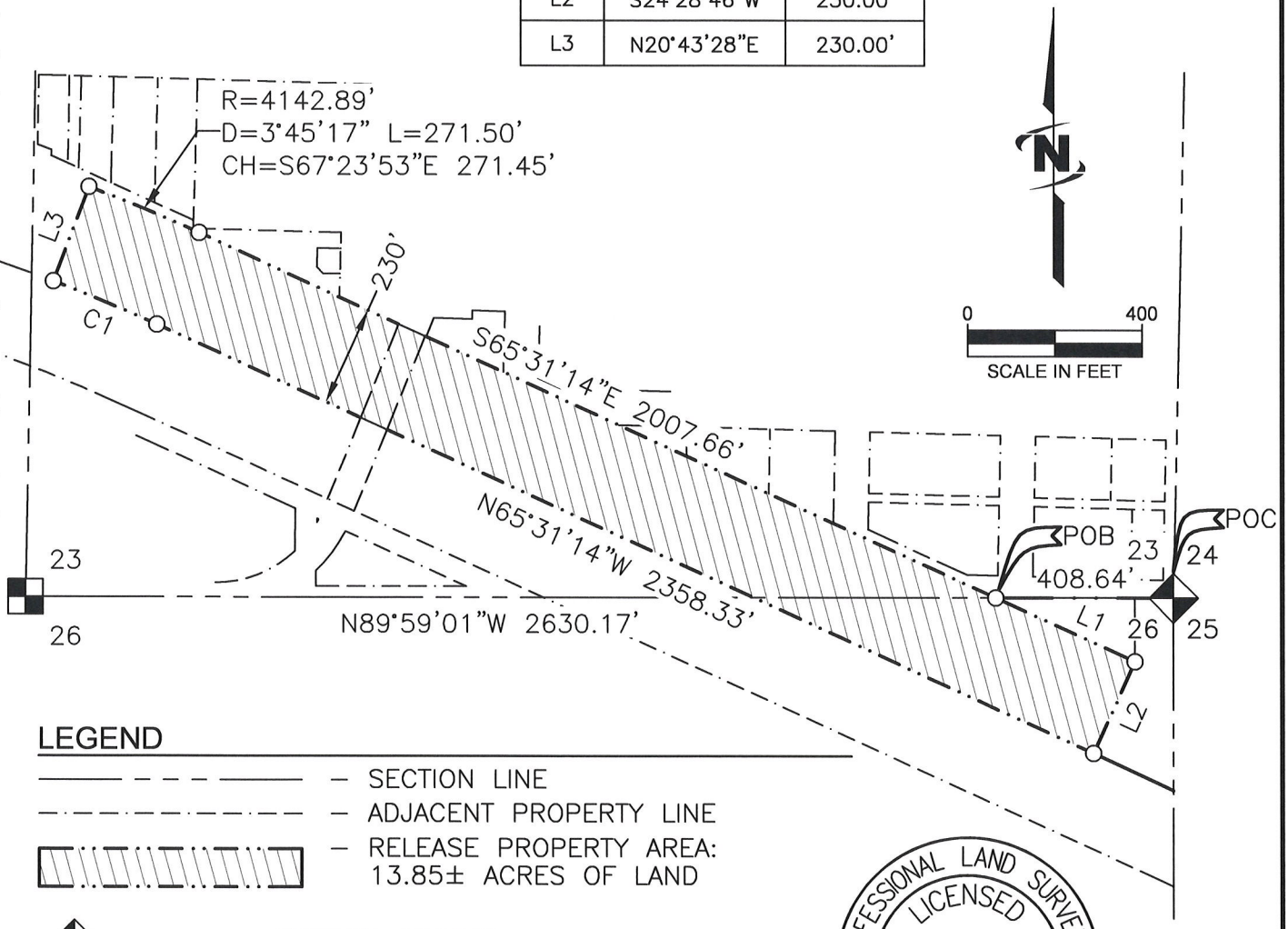
Timothy Harrigan, PLS 17665

4/23/2020
Date



CURVE TABLE					
NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C1	3912.89'	3°45'17"	256.43'	N67°23'53"W	256.38'

LINE TABLE		
NO.	BEARING	DIST.
L1	S65°31'14"E	350.66'
L2	S24°28'46"W	230.00'
L3	N20°43'28"E	230.00'



LEGEND

- SECTION LINE
- ADJACENT PROPERTY LINE
- RELEASE PROPERTY AREA: 13.85± ACRES OF LAND
- SECTION CORNER
- QUARTER CORNER
- O — DIMENSION POINT
- POB — POINT OF BEGINNING
- POC — POINT OF COMMENCEMENT

PROFESSIONAL LAND SURVEYOR
LICENSED
17665
STATE OF IDAHO
TIMOTHY HARRIGAN

4/23/2020

EXHIBIT "B"

\\BOISEFILES\Public\Projects\JUB\10-19-073 Kuna Parks Property Surveys\CAD\Survey\Legals\Dwg\10-19-073 V-Exh B - Release Prop.dwg, 04/23/20 03:30:34pm, tharrigan

PRJ NO: 10-19-073

J-U-B ENGINEERS, INC.

UPRR - RELEASE PROPERTY
TO THE CITY OF KUNA

A PORTION OF SECTIONS 23 AND 26, T2N, R1W, BM
CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO

SHEET
1 OF 1

9999 03629019024

REMS COVERSHEET

Audit Number:	44388
Agreement Effective Date:	
Date of Agreement:	11/10/1937
Party Name:	IDAHO; STATE OF
Location:	KUNA, ID
CIRC7 From:	IY294
Milepost From:	0.0000
Box Number:	3629
Batch Number:	05

CONTRACT DEPT. No. 22904

U. P. R. R. CO.
Agreement
Audit No. 44388

C O N T R A C T

L.D. No. 9265 Audit No. 44388

Between

OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

And

STATE OF IDAHO

****

Public Highway Crossing at

Kuna, Idaho.

44388UP-C

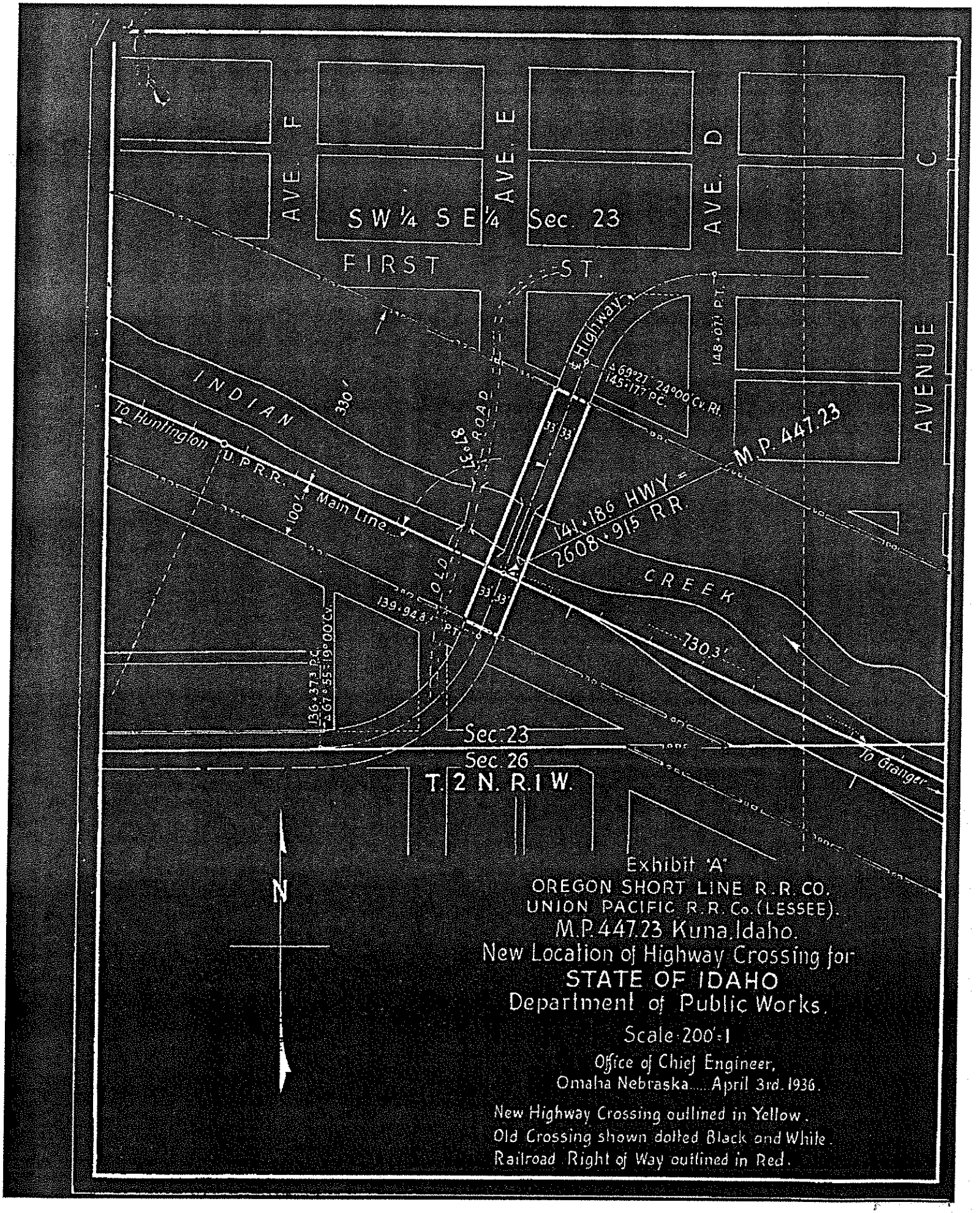


Exhibit "A"

OREGON SHORT LINE R.R. CO.
UNION PACIFIC R.R. Co. (LESSEE).

M.P. 447.23 Kuna, Idaho.

New Location of Highway Crossing for

STATE OF IDAHO

Department of Public Works.

Scale 200'=1

Office of Chief Engineer,
Omaha Nebraska..... April 3rd. 1936.

New Highway Crossing outlined in Yellow.
Old Crossing shown dotted Black and White.
Railroad Right of Way outlined in Red.

CONTRACT DOT's No. 22904-A

U. P. R. R. OO.
Agreement
Audit No. 44388-1

SUPPLEMENT NO. 1

to

C O N T R A C T

L. D. No. 9265 | Audit No. 44388

Between

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

and

STATE OF IDAHO

Reimbursement for Cost of Constructing Highway Crossing

at

Kuna, Idaho

DUPLICATE ORIGINAL - RAILROAD CO'S. COPY

Form 353

C.S. 7-27-37

Transmittal Slip for Deeds, Contracts, Leases, Etc.

July 11, 1938

Agreement Audit No. 44388-1

Referred to persons or departments shown below for

Record & Seal

Transmit in order indicated showing date received and date forwarded.

NAME OF THE OFFICIAL, FOLLOWED BY INITIALS OF PERSON NOTING, WITH DATE, SHOULD BE PLACED IN THE MARGIN, OR ON THE BACK OF DOCUMENT.

Name of Person or Department	Date Received	Date Forwarded
Auditor of Ter.	JUL 12 1938	JUL 16 1938

U.P.R.R. MAIL OFFICE JUL 16 1938 RECD

RETURNED TO AUDITOR OF MISCELLANEOUS ACCOUNTS

_____ 193__

E. W. N.

JUL 16 1938

Form 553

C. S.
3M—7-37

Transmittal Slip for
Deeds, Contracts, Leases, Etc.

Omaha Dec 22 1937

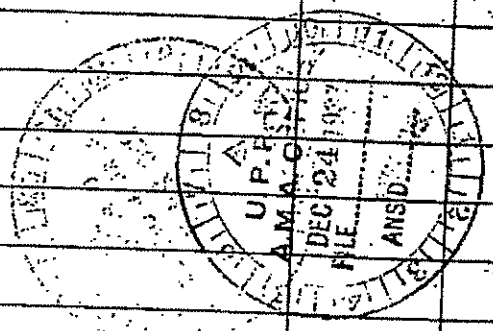
Agreement Audit No. 44388

Referred to persons or departments shown below for
Record & Return.

Transmit in order indicated showing date received and date forwarded.

NAME OF THE OFFICIAL, FOLLOWED BY INITIALS OF PERSON NOTING, WITH DATE, SHOULD BE PLACED IN THE MARGIN, OR ON THE BACK OF DOCUMENT.

Name of Person or Department	Date Received	Date Forwarded
Aud Dept	DEC 28 1937	1/3/38



RETURNED TO AUDITOR OF MISCELLANEOUS ACCOUNTS

_____ 193__

DEC 24 1937

SUPPLEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 15th day of June, 1938, by and between the OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part; and the State of Idaho, acting in this behalf through the Department of Public Works by its Commissioner of Public Works, (herein after called "State"), party of the second part, WITNESSETH:

WHEREAS, the said parties did on the 10th day of November, 1937, enter into a certain contract in writing, numbered by the Railroad Company as L.D. 9265, for the construction of a public highway upon the right of way and across the track of the Railroad Company at Mile Post 447 plus 23 near Kuna, Ada County, Idaho, and

WHEREAS, in the negotiations leading up to said agreement it was agreed that the State would pay an estimated expense of $25.00 for moving the planking from the abandoned crossing mentioned in said contract to the new location, but in the preparation of said contract said agreement was omitted,

NOW, THEREFORE, this Agreement witnesseth that the State hereby agrees to pay the actual cost of moving said public crossing not to exceed the sum of $25.00; in all other respects the said agreement of November 10, 1937, is to remain in full force and effect.

Witness:

L J Backman

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY,

By _____
Its President

Witness:

Phyllis Strobbeke

STATE OF IDAHO, Department of Public Works

By _____
Commissioner of Public Works

Attest:

Jeanne de Lever
Chief Clerk

APPROVED:
Vice President - Operation

Noted - A. & T. Dept. - SLC
No. 12 bill to be made.
6/15/38

APPROVED:
GENERAL MANAGER

APPROVED AS TO:
FORM
GEN. SOLICITOR

EXECUTION
GEN. SOLICITOR

THIS AGREEMENT, made and entered into this 10th day of November 1937, by and between the OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and the STATE OF IDAHO, acting in this behalf through the Department of Public Works by its Commissioner of Public Works (hereinafter called "State"), party of the second part, WITNESSETH:

RECITALS:

The State contemplates the reconstruction of a public highway in the vicinity of Kuna, Ada County, Idaho. As a part of such reconstruction the State proposes to abandon and close the existing roadway which now extends upon and across the right of way and track of the Railroad Company at Engineer's Station 2609 plus 83, and to construct and maintain, in lieu thereof, a public highway upon the right of way and across the track of the Railroad Company at Mile Post 447.23.

To set out the terms and conditions under which said highway changes shall be effected upon the right of way of the Railroad Company as aforesaid, this agreement is made.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows, to-wit:

1. RAILROAD COMPANY GRANTS RIGHT TO STATE.

The Railroad Company hereby grants unto the State, subject to the terms and conditions hereinafter set forth, the right to remove the existing roadway at Engineer's Station 2609 plus 83, and to construct, and thereafter during the term hereof, maintain and use, a public highway upon that portion of the right of way and across the tracks of the Railroad Company at Mile Post 447.23, at Kuna, Idaho, described as follows, to-wit:

Beginning at a point where the center line of proposed highway enters the northeasterly right of way boundary of the Railroad Company 330.0 feet perpendicularly distant northeasterly from the center line of the main track at Engineer's Station 2609 plus 05.3; thence along the center line of said highway 430.4 feet southwesterly to a point in the southwesterly right of way boundary 100.0 feet perpendicularly distant southwesterly from said center line at Engineer's Station 2608 plus 87.3.

Said highway will cross said center line at an angle thereto of 87 degrees 37 minutes to the right at Engineer's Station 2608 plus 91.5 which is 754.3 feet northwesterly measured along said center line from its intersection with the south line of Section 23, Township 2 North, Range 1 West, Boise Meridian.

The portion of said right of way hereinbefore described is hereinafter referred to as "described premises" and the location thereof is shown outlined by yellow lines on the attached print, dated April 3, 1936, marked Exhibit "A", and hereby made a part hereof.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, use and operate existing or additional railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines, and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the State, or to any other party, for compensation or damages.

Said grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way and others) and the right of renewals and extensions of the same; and it is understood that nothing in this agreement contained shall be construed as a covenant to put the State into possession or protect the State in the peaceable possession of the described premises.

2. CONSIDERATION FOR RIGHT GRANTED:

In consideration of the rights hereby granted by the Railroad Company to the State, the State agrees to keep the described premises free from combustible material; to plant no trees or shrubbery and to erect no structures thereon except such as may be necessary for highway purposes; to put nothing upon the described premises which might obstruct or interfere with the view; to provide and maintain, at its own expense, such ditches, culverts, bridges and other structures as may be necessary properly to care for drainage from said described premises and the adjoining right of way of the Railroad Company and to hold the Railroad Company harmless from any and all damages to any of such structures on the described premises arising from fire caused directly or indirectly by sparks or fire emitted from the engines or trains of the Railroad Company; and further, to hold the Railroad Company harmless from any damages to the highway upon the described premises which may result from the construction or

maintenance of drainage ditches or waterways by the Railroad Company.

3. USE OF RIGHT OF WAY:

The State shall not use the described premises or permit them to be used except for the usual and ordinary purposes of a street or highway, and it is expressly understood and agreed that such purposes shall not be deemed to include the use by the State, or by others, of the described premises for railroad, street or interurban railway, or other rail transportation purposes, or for the construction or maintenance of electric power transmission lines, telephone or telegraph lines, gas, oil or gasoline pipe lines.

4. CONSTRUCTION OF HIGHWAY CROSSING:

All work on said right of way in connection with the construction and maintenance of said highway and the relocation of the bridge hereinafter referred to shall be done by or under the direction of the Railroad Company.

The Railroad Company shall, at its own cost and expense, install the necessary planking or other wearing surface for said public highway upon and across the described premises between the rails of all railroad tracks and for two feet on the outside of the outer rails of said tracks.

The State, or those performing work under its authority, shall, at the expense of the State, furnish all material and perform all labor necessary for the complete construction of said highway across the right of way and tracks of the Railroad Company, together with all wearing and traveled surfaces thereof, except as herein otherwise provided.

The State shall also, at its sole cost and expense, take up and remove the existing bridge across Indian Creek at Engineer's Station 2609 plus 83, and construct, and thereafter during the term hereof, maintain and operate, in lieu thereof, a 6-15 foot timber span bridge on concrete pedestals at Engineer's Station 2608 plus 91.5, substantially in the location indicated on said Exhibit "A".

5. MAINTENANCE OF HIGHWAY CROSSING:

The State shall, at its own expense, during the term of this agreement, maintain, repair and renew said public highway across the described premises and all wearing and traveled surfaces thereon, except that portion of said public highway between the rails of the tracks of the Railroad Company and for two feet outside of the outer rails of said tracks, which is to be maintained, repaired and renewed by the Railroad Company at its own expense.

6. REARRANGEMENT OF EXISTING WIRE LINES:

Any rearrangement of existing wire lines along said right of way and any rearrangement of right of way fences of the Railroad Company necessitated in connection with, or as a result of the construction of said public highway upon and across the described premises shall be taken care of by the Railroad Company at the expense of the State.

7. PAYMENTS BY STATE:

The State shall, within thirty (30) days after rendition of bills therefor by the Railroad Company, repay the Railroad Company the entire amount of all expenses incurred by the Railroad Company, which are to be borne by the State under the terms of this agreement.

8. STATE TO PERFORM WORK DILIGENTLY:

The State shall at all times prosecute any work which it may do upon the described premises with reasonable care, skill and diligence, and will, in all matters relating to the safety of railroad operations and the protection of said railroad and all employes engaged thereon, conform to the direction of the Railroad Company. In the performance of said work, the State, or those performing such work under its authority, shall not interfere with the continuous and uninterrupted use and operation of the railroad tracks of the Railroad Company. The State shall, at its sole cost and expense, protect any drainage ditch or ditches and all water courses upon said described premises which may be crossed by said public highway, by maintaining as a part of its highway grade adequate culverts or bridges for the purpose of carrying said public highway over such ditches or water courses without interference with the flow of the water therein.

9. LIABILITY:

The Railroad Company and the State each hereby assumes all responsibility for the work and portion of said public highway to be by it performed, constructed and maintained, and each hereby covenants and agrees that it will save the other harmless from all damages and claims for damages growing out of its failure properly to perform the portion of the work or maintain the portions of said public highway for which it assumes responsibility as above set forth.

10. STATE SHALL CHANGE GRADE OF HIGHWAY IF NECESSARY:

If at any time the Railroad Company shall elect, or be required by competent authority, to raise or lower the grade of all or any part of its track or tracks located on said described premises, the State shall, at its own expense, at once alter and change the portion of said public highway crossing to be constructed by it as aforesaid, so as to conform with the change of grade required by the Railroad Company.

11. NON-USER - TERMINATION:

Nonuser by the State of the described premises for highway purposes continuing at any time during the term hereof for a period of eighteen months shall, at the option of the Railroad Company, work a termination of this agreement and of all rights of the State hereunder.

If the State shall breach or fail to keep or perform any of the covenants or conditions hereof and shall fail to remedy any default on the part of the State for thirty days after written notice by the Railroad Company to the State, pointing out such default, then upon the expiration of such thirty-day period, this agreement shall terminate and be of no further force or effect.

It is understood that no termination of this agreement under any of the provisions hereof shall affect any of the obligations of the parties hereto theretofore accruing.

12. AGREEMENT NOT TO BE ASSIGNED:

The State shall not assign this agreement nor assign or transfer any interest therein or in the described premises without the written consent of the Railroad Company. The State shall surrender peaceable possession of the described premises at the termination of this agreement.

13. EFFECTIVE DATE - TERM:

This agreement shall take effect as of the day and year first herein written and shall continue in full force and effect until terminated as herein provided.

14. ABANDONMENT OF EXISTING ROADWAY CROSSING:

Immediately upon the completion of the construction of said highway crossing upon the described premises, as herein provided, the State shall cause the existing roadway crossing upon the right of way of the Railroad Company at Engineer's Station 2609 plus 83, to be permanently closed and abandoned for roadway or other purposes.

15. SUCCESSORS AND ASSIGNS:

Subject to the provisions of Section 12 hereof, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper

officers, thereunto duly authorized, as of the date first herein written.

Witness:

OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By _____
VICE PRESIDENT

Witness:

STATE OF IDAHO, Department of Public Works.

By _____
Its Commissioner of Public Works

Attest:

Chief Clerk

APPROVED:
GENERAL MANAGER

APPROVED AS TO FORM:
GEN'L SOLICITOR

EXECUTION
GEN'L SOLICITOR

Approved as to execution:
Assistant General Attorney

APPROVED:
Chief Engineer

APPROVED:
Vice President - Operation

8368529

EXHIBIT B-236

OFFICIAL MINUTES

WHEREAS, the Transportation Board did determine at the November 16, 1983 meeting that a portion of State Highway Number SH 69 in the City of Kuna between the junction of SH 69 with Ten Mile Road and the junction of SH 69 with Orchard Street as shown on Exhibit "A" attached hereto should be removed from the State Highway System, and

WHEREAS, the opportunity for a systems action public hearing was afforded on October 27, 1983, in the matter concerning said removal.

NOW THEREFORE BE IT RESOLVED, that the portions of State Highway Number SH 69 between the junction of SH 69 with Ten Mile Road and the junction of SH 69 with Orchard Street, be and hereby is relinquished to the City of Kuna effective January 1, 1984. Coincident with said relinquishment, all right, title and interest of the State in and to said highway and the right-of-way appurtenant thereto, are released to the City of Kuna as their interests may appear.

Recommended:

Keith E. Longenecker
Section Head

APPROVED:

Administrator
Division of Highways

APPROVED AS TO FORM:

Patrick Fanning

12-7-83
Date

IDAHO TRANSPORTATION BOARD

Carl J. Moore
Chairman

Lloyd F. Barrie
Vice Chairman

Roy Shaneberger
Member

Ada County, Idaho, 96
Request of
PIONEER TITLE CO
TIME 3:30p M.
DATE 12-27-83
JOHN BASTIDA
RECORDER
By Judy Capparelli
Deputy

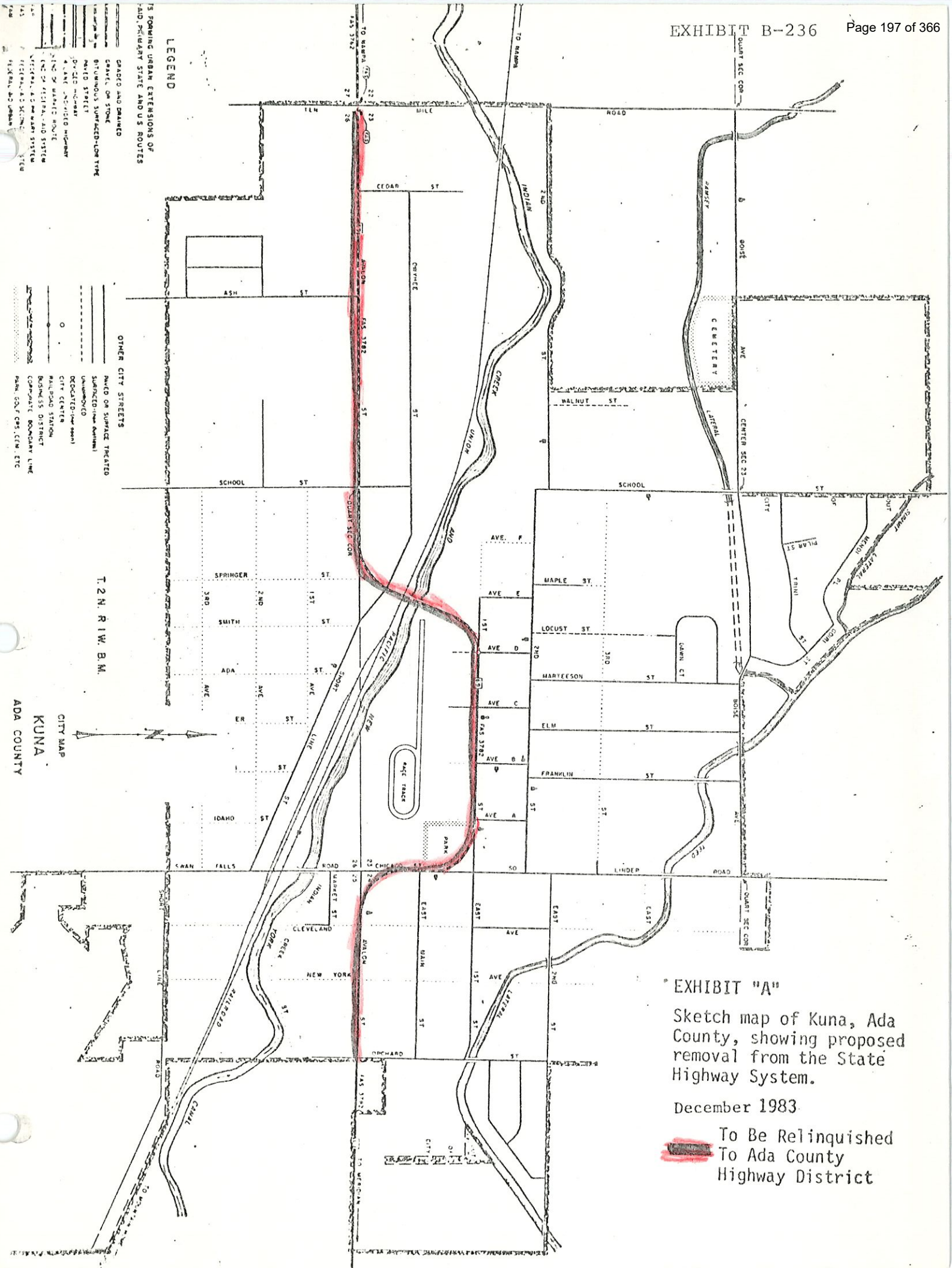
STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 7th day of December, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL C. MOORE, LLOYD F. BARRON, and ROY I. STROSCHEIN, known to me to be the Chairman, Vice Chairman, and Member, respectively, of the Idaho Transportation Board of the State of Idaho, which Idaho Transportation Board executed the within instrument, and acknowledged to me that the said Idaho Transportation Board of the State of Idaho executed the same for the State of Idaho.

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

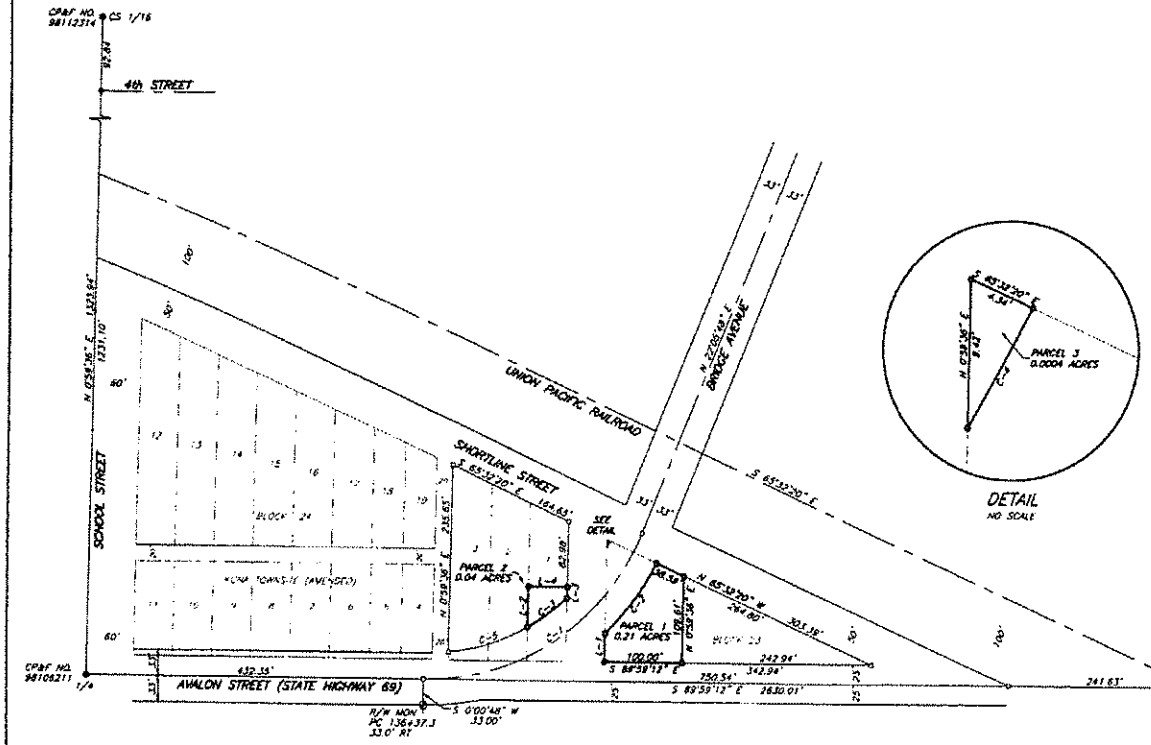
Mary Brooks
Notary Public for Idaho
Residing in Boise, Idaho

(SEAL)


LEGEND
OTHER CITY STREETS
CITY MAP
KUNA
ADA COUNTY
T. 2 N. R 1 W. B. M.
EXHIBIT "A"
Sketch map of Kuna, Ada County, showing proposed removal from the State Highway System.
December 1983
To Be Relinquished To Ada County Highway District

A SURVEY FOR THE CITY OF KUNA LOCATED IN THE SE 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

RECORD OF SURVEY NO. 5347



DETAIL
NO SCALE

0 50 100 200 300

BASIS OF BEARING ~ ADA COUNTY GPS VERIFICATION SURVEY (1997)

SURVEY INDEX NO. 421-23-2-0-0-4-187

LEGEND

- FOUND 5/8" IRON PIN
- SET 5/8" IRON PIN WITH PLS 5082 PLASTIC CAP
- FOUND BRASS CAP MONUMENT
- FOUND LEAD PLUG AND TACK
- CALCULATED POINT – NOTHING SET

RECORDERS CERTIFICATE

STATE OF IDAHO } ss
COUNTY OF ADA }

FILED FOR RECORD AT THE REQUEST OF GLENN K. BENNETT AT 23 MINUTES PAST 9 O'CLOCK A .M. THIS 10th DAY OF April 2001.

J. DAVID NAVARRO, ADA COUNTY RECORDER
BY Q. Parsons DEPUTY

INSTRUMENT NO. 101032739

CERTIFICATE OF SURVEYOR

I, GLENN K. BENNETT DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS SKETCH WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS AN ACCURATE REPRESENTATION OF SAID SURVEY. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH TITLE 55, CHAPTER 19, IDAHO CODE.

GLENN K. BENNETT
IDAHO NO. 5082

PROFESSIONAL LAND SURVEYOR REGISTERED 5082 STATE OF IDAHO GLENN K. BENNETT 3/21/01

CURVE DATA						
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRNG
C-1	87°38'00"	301.56	357.44	203.09	338.80	N 56°03'18" E
C-2	19°10'05"	334.56	111.83	56.49	111.40	N 38°23'35" E
C-3	19°11'19"	188.56	63.17	31.83	62.88	N 32°48'14" E
C-4	1°50'54"	268.56	8.66	4.33	8.66	N 28°21'08" E
C-5	22°52'25"	268.56	107.21	54.33	106.50	N 71°58'01" E

LINE DATA	
LINE	BEARING/DISTANCE
L-1	S 0°59'36" W 30.92'
L-2	N 9°58'58" E 51.35'
L-3	S 0°59'36" W 16.12'
L-4	S 89°59'13" E 50.39'

CIVIL SURVEY CONSULTANTS, INC.
100 SOUTH ADKINS WAY
SUITE 101
MERIDIAN, IDAHO 83642
(208)888-4312

EXHIBIT D

INST. NO. /

638810

C O N T R A C T

L. D. No. 20153 Audit No. _____

Between

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

and

INTERMOUNTAIN GAS CO.

Gas Pipe Line Crossing

near

Kuna, Idaho
(MP 447.25)

DUPLICATE ORIGINAL - OSL-UP COPY

GAS PIPE LINE AGREEMENT

BOOK 24 PAGE 533

THIS AGREEMENT, made and entered into this 10 day of February, 1966, by and between - - - - - - - - - - OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and

INTERMOUNTAIN GAS CO., an Idaho corporation,

(hereinafter called "Licensee"), party of the second part, WITNESSETH:

WHEREAS, the Licensee desires to construct and thereafter maintain and operate a gas pipe line (hereinafter called "pipe line"), extending underground across the right of way and underneath the roadbed and track of the Railroad Company at Mile Post 447.25, near Kuna, Idaho,

in the location described as follows:

Said pipe line is to cross center line of main track at right angles thereto at Engineer's Station 2609 + 87.8, which is 826 feet northwesterly, measured along said center line, from its intersection with the south line of Sec. 23, Township 2 North, Range 1 West, Boise Meridian, substantially in the location shown in yellow on the attached print, dated February 10, 1966, marked Exhibit "A", and hereby made a part hereof, it being understood, however, that in lieu of placing the pipe line on support piers across Indian Creek, as shown in detail on Exhibit "A", Licensee shall provide a truss or cable type suspension satisfactory to the Railroad Company.

IT IS THEREFORE AGREED, by and between the parties hereto, as follows:

1. RAILROAD COMPANY GRANTS RIGHT TO LICENSEE:

For and in consideration of the covenants and conditions hereinafter mentioned to be by the Licensee kept, observed and performed, and upon the terms and conditions hereinafter stated, the Railroad Company hereby grants unto the Licensee the right

to construct and thereafter, during the term hereof, to maintain and operate said pipe line in the location hereinbefore described; it being hereby stipulated that a waiver by the Railroad Company of any breach of any such conditions, covenants and agreements shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way, and others), and the right of renewals and extensions of the same, and is made without covenant of title or for quiet enjoyment.

2. CONSTRUCTION, MAINTENANCE AND OPERATION:

The pipe line shall be constructed of continuous steel pipe, having an internal diameter of four (4) inches, encased as shown on Exhibit "A," and said pipe line shall be constructed, maintained, operated, repaired and renewed by the Licensee in strict conformity with Specification C.S. 1029 of the Union Pacific Railroad Company, adopted November, 1949, which is hereby, by reference, made a part hereof.

The Licensee shall keep and maintain the soil over said pipe line thoroughly compacted and the grade even with the adjacent surface of the ground.

All work performed on said right of way of the Railroad Company in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line shall be done under the supervision of, and in a manner satisfactory to, the Railroad Company.

Prior to the commencement of any work in connection with the pipe line (whether of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal), the Licensee shall submit to the Railroad Company plans setting out the method and manner of handling the work and shall not proceed with the work until such plans shall have been approved by the Division Engineer of the Railroad Company and then only under the supervision of said Division Engineer or his representative. The Railroad Company shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time such work is being done and, in the event the Railroad Company provides such support, the Licensee shall pay to the Railroad Company, within fifteen days after bills shall have been rendered therefor, all expense incurred by the Railroad Company in connection therewith, which said expense shall include all assignable costs plus ten per cent (10%) to cover elements of expense not capable of exact ascertainment.

3. NOTICE OF COMMENCEMENT OF WORK:

The Licensee shall notify the Railroad Company at least forty-eight hours in advance of the commencement of any work upon said right of way in connection with the maintenance, repair, renewal or reconstruction of the pipe line; PROVIDED, however, that such advance notice shall not be required in cases of emergency where it is necessary for the Licensee to enter upon said right of way for the purpose of stopping or repairing leaks.

4. LICENSEE TO BEAR ENTIRE EXPENSE:

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair, renewal and any and all modification, revision, relocation, removal or reconstruction of the pipe line, including any and all expense

which may be incurred by the Railroad Company in connection therewith for supervision, inspection or otherwise.

5. MODIFICATION, RELOCATION OR REMOVAL OF PIPE LINE:

This license or permit is made subject to the needs and requirements of the Railroad Company in the operation of its railroad and in the improvement and use of its property and the Licensee, at the sole cost and expense of the Licensee, shall move all or any portion of the pipe line entirely off the right of way of the Railroad Company or to such a new location thereon as may be designated by the Railroad Company whenever, in the furtherance of such needs and requirements, the Railroad Company shall find such action necessary or desirable; PROVIDED, however, the Licensee shall not be required under the terms hereof, to move entirely off of said right of way any portion of the pipe line constituting a crossing of the entire right of way of the Railroad Company.

All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair and renewal of said pipe line in the location hereinbefore described shall apply to the pipe line as modified, changed or relocated within the contemplation of this section.

6. PIPE LINE NOT TO INTERFERE WITH OPERATION OF RAILROAD:

The pipe line shall be constructed and at all times maintained, repaired, renewed and operated in such a manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and premises of the Railroad Company, and nothing shall be done, or suffered to be done, by the Licensee at any time that would in any manner impair the safety thereof.

7. CLAIMS AND LIENS FOR LABOR AND MATERIAL:

The Licensee shall fully pay for all materials joined or affixed to and labor performed upon said right of way in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line, and shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said right of way for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee; and the Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

The Licensee shall promptly pay or discharge all taxes, rates, charges and assessments levied upon, in respect to, or on account of the pipe line, so as to prevent the same becoming a charge or lien upon said right of way, or any other property of the Railroad Company, and so that the taxes, charges and assessments levied upon or in respect to said right of way and other property of the Railroad Company shall not be increased because of the location, construction or maintenance of the pipe line or any improvement, appliance or fixture connected therewith placed upon said right of way or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee, but shall be included in the assessment of the right of way or other property of the Railroad Company, then the Licensee shall pay to the Railroad Company an equitable proportion of such taxes determined by the value of the Licensee's property upon said right of way as compared with the entire value of said right of way.

8. RESTORATION OF RAILROAD COMPANY'S PROPERTY:

In the event the Licensee shall in any manner move or disturb any property of the Railroad Company in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line, then and in that event the Licensee shall, as soon as possible and at its sole expense, restore such property to the same condition as it was in before such property was moved or disturbed; and the Licensee shall indemnify and save harmless the Railroad Company from and against any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to or loss or destruction of property whatsoever when such injury death, damage, loss or destruction grows out of or arises from the moving or disturbance of any property of the Railroad Company.

9. DISPOSAL OF RIGHT OF WAY:

In the event the Railroad Company shall dispose of any of its right of way upon which the pipe line is located, as herein provided, the license or permit herein granted, with respect to the portion or portions of the pipe line as may be located upon the right of way so disposed of, shall forthwith cease and determine.

10. LIABILITY:

The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to, loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Railroad Company or property in its care or custody), when such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the pipe line, or the explosion or ignition of gas carried therein or escaping therefrom, or in any other way whatsoever is due to, or arises because of, the existence of the pipe line, or the construction, maintenance, operation, repair, renewal, modification, reconstruction, revision, relocation or removal of said pipe line, or any part thereof, or to the contents therein or therefrom. And the Licensee does hereby release the Railroad Company from all liability for damages on account of injury to the pipe line from any cause whatsoever.

11. TERMINATION, ABANDOMENT OR DEFAULT:

Disuse of said pipe line continuing at any time for a period of one year shall constitute an abandonment thereof, and in the event of such an abandonment the Railroad Company may, at its option, terminate this agreement with respect to the pipe line so abandoned.

If the Licensee shall fail to keep and perform all or any of the covenants and agreements herein contained to be by the Licensee kept and performed, or if the Licensee shall fail to make any of the payments which it is obligated to make hereunder, and such default shall continue for a period of thirty (30) days after written notice from the Railroad Company to the Licensee specifying such default, then the Railroad Company may, at its option, forthwith terminate this agreement.

12. REMOVAL OF PIPE LINE OF LICENSEE:

Within ninety (90) days after the termination of this agreement with respect to any portion of the pipe line, the Licensee shall, at its sole expense, remove such portion of the pipe line and shall restore, to the satisfaction of the Railroad Company, said right of way to as good condition as it was in at the time of the construction of such pipe line; and if the Licensee fails so to do, the Railroad Company may do such work of removal and restoration at the expense of the Licensee. In the event of the removal of the pipe line or any portion thereof, as in this section provided, the Railroad Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Railroad Company may have against the Licensee.

Nothing in this section contained shall obligate the Licensee to remove the pipe line because of termination of this license with respect to same under the provisions of Section 9 hereof, in cases where the Licensee shall have made arrangements for the continuation of such pipe line with the grantee or grantees of the Railroad Company.

13. AGREEMENT NOT TO BE ASSIGNED:

The Licensee shall not sublet, in whole or in part, the rights hereby granted and shall not assign this agreement without the written consent of the Railroad Company, and it is agreed that any transfer or assignment or attempted transfer or assignment of this agreement or any of the rights hereby granted, whether voluntary, by operation of law, or otherwise, without such consent, in writing, shall be absolutely void and, at the option of the Railroad Company, shall terminate this agreement.

BOOK 24 PAGE 537

14. EFFECTIVE DATE:

This agreement shall be effective from and after the day and year first hereinabove written and shall continue in full force and effect until terminated as provided,

It being understood, however, that should the Licensee enter upon, or perform any work upon the right of way prior to said effective date, the terms of this agreement shall apply thereto. All of the covenants, agreements and conditions herein contained on the part of the Licensee to be kept, observed and performed shall attach to and run with the system of which the pipe line is a part.

15. SUCCESSORS AND ASSIGNS:

Subject to the provisions of Section 13 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. RENTAL:

The Licensee shall pay as rental for the term hereof the sum of TEN DOLLARS ($10.00), payable to the Union Pacific Railroad Company upon the execution and delivery of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized, as of the day and year first herein written.

Witness:

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

M P Parnell

By _____
General Manager

Attest:

INTERMOUNTAIN GAS CO.,

_____
Secretary

By _____
Its _____

STATE OF OREGON)
: ss
County of Multnomah)

On the 10th day of February, 19 66, before me, a Notary Public, personally appeared G. H. BAKER to me personally known to be the General Manager of OREGON SHORT LINE RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, who being duly sworn did say that the foregoing instrument was signed, sealed and executed in behalf of said corporations by authority duly conferred by their By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporations.

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

Notary Public

My Commission Expires:

May 31, 1968

Residing at Portland, Oregon

State of IDAHO)
: ss
County of Ada)

On the 11 day of April, 19 66, before me, a Notary Public, personally appeared Ralph L. Gibson to me personally known to be the President of INTERMOUNTAIN GAS CO., who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred according to law, and acknowledged to me said instrument to be the free act and deed of said corporation.

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

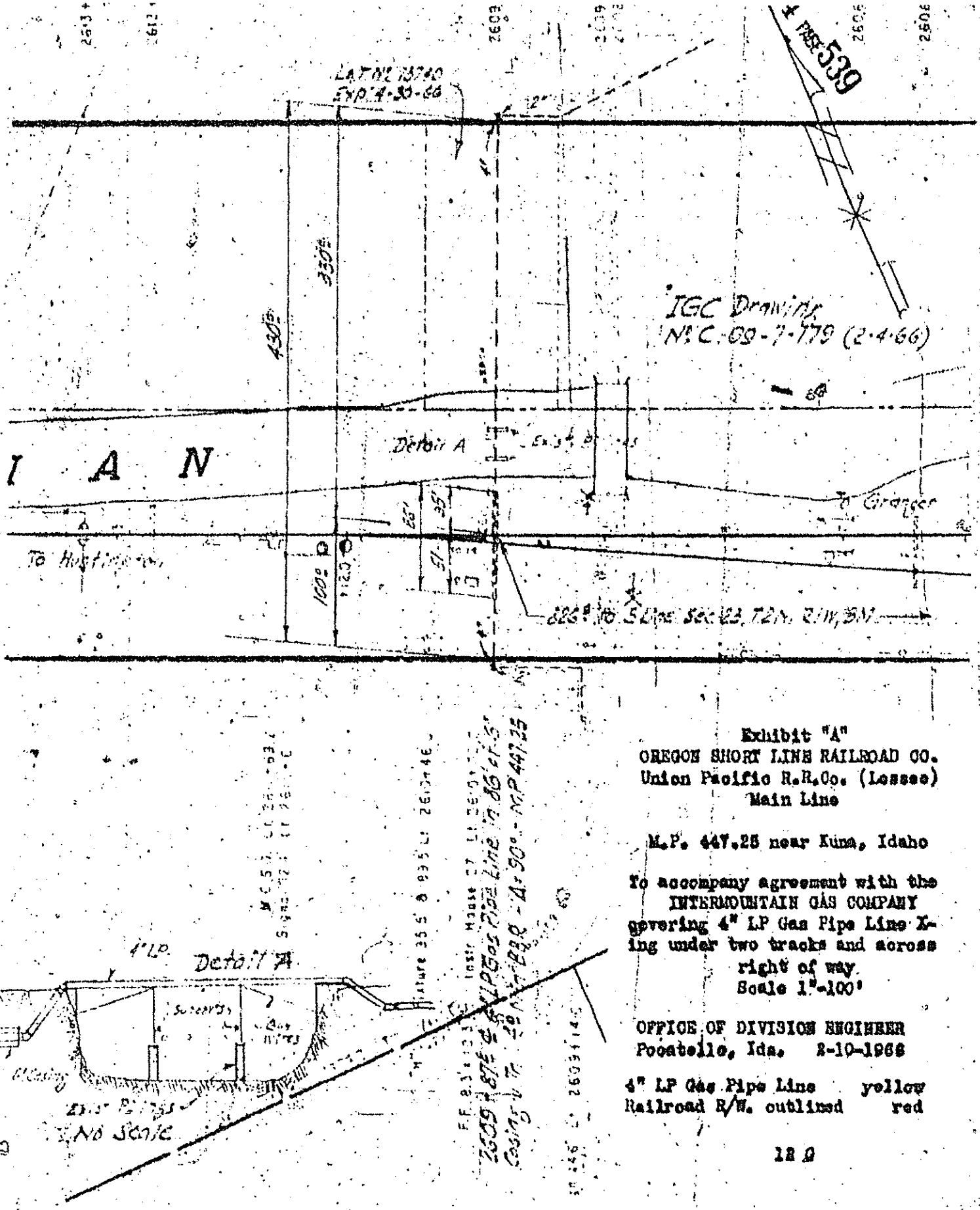
Robert B. Hodges
Notary Public

My Commission Expires:

Feb. 14, 1970

Residing at Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA, ss.
Filed for record at the request of Union Pacific Railroad Co.


LATNE ISTAD
EXP. 4-30-66
IGC Drawing
No. C-69-7-179 (2-4-66)
Detail A
To Hagerman
To Gooding
Exhibit "A"
OREGON SHORT LINE RAILROAD CO.
Union Pacific R.R.Co. (Lessee)
Main Line
M.P. 447.25 near Kuna, Idaho
To accompany agreement with the
INTERMOUNTAIN GAS COMPANY
covering 4" LP Gas Pipe Line X-
ing under two tracks and across
right of way
Scale 1"=100'
OFFICE OF DIVISION ENGINEER
Pocatello, Ida. 2-10-1966
4" LP Gas Pipe Line yellow
Railroad R/W. outlined red
12 Q

RESOLUTION No. 22-2021
CITY OF KUNA, IDAHO

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

- **MAKING CERTAIN FINDINGS;**
- **AUTHORIZING THE MAYOR TO SIGN, AND THE CITY CLERK TO ATTEST, TO A PRELITIGATION SETTLEMENT AGREEMENT BETWEEN THE CITY, UNION PACIFIC RAILROAD COMPANY, THE ADA COUNTY HIGHWAY DISTRICT, AND INTERMOUNTAIN GAS COMPANY RELATED TO AN EMINENT DOMAIN ACTION AUTHORIZED BY CITY RESOLUTION NO. 20-2021; AND**
- **PROVIDING 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

1.1 On May _____, 2021 the City Council of the City of Kuna approved Resolution No. _____, which authorized the City Parks and Recreation Director, together with the City Attorney, to commence an eminent domain action in order to for the City to acquire an interest in real property.

1.2 Pursuant to Resolution No. _____, the City Parks and Recreation Director, together with the City Attorney, were also authorized to negotiate the terms of a Prelitigation Settlement Agreement with Union Pacific Railroad Company (hereinafter "Union Pacific"), the Ada County Highway District (hereinafter "ACHD"), and Intermountain Gas Company (hereinafter "Intermountain") in or to effectuate a timely and efficient resolution of the authorized eminent domain action.

1.3 The City Parks and Recreation Director, together with the City Attorney, have negotiated a Prelitigation Settlement Agreement with Union Pacific, ACHD, and Intermountain.

1.4 Neither the City Parks and Recreation Director, nor the City Attorney, are authorized to sign the Prelitigation Settlement Agreement; therefore, said agreement was presented to the City Council for consideration, and to authorize the Mayor to sign said agreement on behalf of the City.

1.5 A copy of the proposed Prelitigation Settlement Agreement, together with all exhibits referenced therein, is attached as Resolution Exhibit A to this Resolution.

Section 2: Authorization

2.1 The Mayor is Authorized to sign, and the City Clerk to attest, on behalf of the City a Prelitigation Settlement Agreement substantially in the form attached hereto as Resolution Exhibit A.

Section 3: Directing the City Clerk

3.1 The City Clerk is directed to:

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

3.1.2 Obtain a final copy of the Prelitigation Settlement Agreement signed by the Mayor and by representatives of all other parties to the agreement;

3.1.3 Retain the signed copy of the Prelitigation Settlement Agreement together with this Resolution in the official records of the City; and

3.1.4 Provide a copy of this Resolution and a copy of the Prelitigation Settlement Agreement to the City Attorney, and to anyone else who requests the same as may be relevant to the prosecution or defense of the eminent domain action authorized by Resolution No. _____.

Section 4. Effective Date

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

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

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

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

RESOLUTION EXHIBIT A

PRE-LITIGATION SETTLEMENT AGREEMENT

Parties:

City of Kuna	City Hall 751 W. 4th Street Kuna, ID 83634
Union Pacific Railroad Company, aka **Oregon Short Line Railroad Company,** which was merged into the Union Pacific Railroad Company on December 30, 1987	1400 Douglas Street Omaha, NE 68179
Intermountain Gas Company	P.O. Box 5650 Bismarck, ND 58506-5650
Ada County Highway District	3775 N. Adams Street Garden City, ID 83714

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, which are a material part of the Agreement, the Parties agree as follows:

SECTION 1
DEFINITIONS

For purposes of this Agreement, the following terms in **bold** print shall have the definitions as stated herein as set forth in each subsection of this section, unless the context of the word clearly requires otherwise.

1.1 **Act:** means and refers to the Federal Government General Railroad Right-of-Way Act of March 3, 1875, ch. 152, § 1, 18 Stat. 482 (most recently codified at 43 U.S.C § 934 (repealed)).

1.2 **Agreement:** means and refers to this *Pre-Litigation Settlement Agreement*.

1.3 **Bridge Ave.:** means and refers to that certain Bridge Ave. Public Right-of-Way within which lies the Bridge Ave. highway that crosses the Subject Real Property as depicted on the Survey Bridge Ave. and in the Public Highway Crossing Contract.

1.4 **City:** means and refers to the *City of Kuna*, an Idaho municipal corporation Party to this

Agreement.

1.5 Court of Competent Jurisdiction: means and refers to the 4th District Court of the State of Idaho, in and for the County of Ada.

1.6 Federal Government: means and refers to the federal government of the United States of America.

1.7 Gas Company: means and refers to the *Intermountain Gas Company*, an Idaho general business corporation also known as Intermountain Gas Co., Party to this Agreement.

1.8 Gas Pipeline: means and refers to the gas pipeline which is the subject of the Gas Pipeline Agreement.

1.9 Gas Pipeline Agreement: means and refers to that certain *Gas Pipeline Agreement* (L.D. No. 20153) by and between the Oregon Short Line Railroad Company (now merged with the Union Pacific Railroad Company) and the Gas Company recorded in the records of Ada County on May 9, 1966 as Instrument No. 638810, a true and correct copy of which is attached hereto and marked Exhibit E and by this reference included in this definition.

1.10 Highway District: means and refers to *Ada County Highway District*, a county-wide highway district organized and existing pursuant to Chapter 14 of Title 40 Idaho Code, Party to this Agreement.

1.11 ITD: means and refers to the *Idaho Transportation Department* established and existing pursuant to Chapter 5 of Title 40 Idaho Code.

1.12 ITD Relinquishment SH 69: means and refers to the official minutes, of December 7, 1983, of the Transportation Board of ITD (the "Board") wherein said Board removed from the Board's State Highway System a portion of SH 69 between the junction of SH 69- and Ten-Mile Road, to the junction of SH 69 and Orchard Street, and the Board relinquished its rights thereto to the City. This relinquishment is recorded in the Ada County Recorder's office as Instrument No. 8368529 a true and correct copy of which is attached hereto and marked Exhibit I and by this reference included in this definition.

1.13 Order of Condemnation: means and refers to an order of condemnation and judgment of the Subject Real Property in favor of the City entered by the Court of Competent Jurisdiction and against Teed, Young and all the other Parties to this Agreement.

1.14 Parties: means and refers to the City, Highway District, Railroad, and the Gas Company, all of whom are Parties to this Agreement.

1.15 Public Highway Crossing Contract: means and refers to a contract attached to this Agreement as Exhibit D, which is titled "Public Highway Crossing at Kuna, Idaho" and is by and between the Oregon Short Line Railroad Company, Union Pacific Railroad Company and the State of Idaho. There are multiple numerical identifiers on the face of

this contract including L.D. No. 9265, Audit No. 44388, and Contract Dept. No. 22904. The contract is dated 11/10/1937. Supplement No. 1 dated the 15th day of June, 1938, is also part of this contract and is included in the attached Exhibit D. The attached and marked Exhibit D is included in this definition by this reference.

1.16 Railroad: means and refers to the *Union Pacific Railroad Company*, a Delaware corporation, Party to this Agreement.

1.17 Subject Real Property: means and refers to that certain real property located within the City consisting of 13.85 acres more or less as legally described and depicted in the Survey Subject Real Property. The Subject Real Property is additionally depicted for illustrative purposes in the attached Exhibit B. The attached and marked Exhibit B is included in this definition by this reference; provided, however, that in the event of any conflict between Exhibit B and the Survey Subject Real Property, the Survey Subject Real Property shall control.

1.18 Survey Bridge Ave.: means and refers to survey drawing attached to this Agreement as Exhibit C. The survey was completed by Civil Survey Consultants, Inc. by Glenn K. Bennett, Professional Land Surveyor No. 5082. This survey is also identified on its face as Record of Survey No. 5347 recorded in the records of Ada County as Instrument No. 101032739 attached to this Agreement and by this reference included in this definition. The attached and marked Exhibit C is included in this definition by this reference.

1.19 Survey Subject Real Property: means and refers to Exhibit A which contains a survey drawing and legal description by J-U-B Engineers, Inc. by Timothy Harrigan, Professional Land Surveyor No. 17665. Exhibit A is dated 4/23/2020, and further identified on its face as J-U-B Project No. 10-19-073. Exhibit A is attached to this Agreement and by this reference included in this definition.

1.20 Teed: means and refers to *Fremont H. Teed* and to his unknown surviving heirs and devisees.

1.21 Teed Patent: means and refers to that certain *Patent Desert Lands Certificate No. 533*, dated October 26, 1907, which conveys the Federal Government's interest to Fremont H. Teed to certain real property located in the south half of the southwest quarter, the northwest quarter of the southeast quarter, and the south half of the southeast quarter of Section twenty-three in Township two north of Range one west of the Boise Meridian, Idaho containing two hundred acres. According to the Official Plan of the Survey of said lands, returned to the General Land Office by the Surveyor General, a true and correct copy of which is attached marked Exhibit F and by this reference included in this definition.

1.22 Young: means and refers to *Laneta B. Young* and to her unknown surviving heirs and devisees.

1.23 Young Patent: means and refers to that certain *Patent Desert Lands Certificate No. 602*, dated October 26, 1907, which conveys the Federal Government's interest to Laneta B.

Young to certain real property located in the east half of Section twenty-six in Township two north of Range one west of the Boise Meridian, Idaho containing three hundred twenty acres. According to the Official Plan of the Survey of said lands, returned to the General Land Office by the Surveyor General, a true and correct copy of which is attached marked Exhibit G and by this reference included in this definition.

SECTION 2
RECITALS

The Parties recite and declare:

2.1 The City Council of the City intends to use its eminent domain authority, pursuant to Idaho Code Section 7-701, to condemn and acquire ownership of the Subject Real Property for public grounds and buildings uses by the City for which ownership of the Subject Real Property is necessary; and

2.2 The Railroad has easements rights to the Subject Real Property pursuant to the Act; and

2.3 The unknown heirs and devisees of Teed may have a claim of ownership rights to those portions of the Subject Real Property which are within the legal description of the Teed Patent; and

2.4 The unknown heirs and devisees of Young may have a claim of ownership rights to those portions of the Subject Real Property which are within the legal description of the Young Patent; and

2.5 Due to the fact that both Young and Teed would have at least been the age of majority at the time they obtained their respective patents in 1907, they would today, at a minimum, be 131 years of age if they were still living. Therefore, the City conducted a search for any probate of their estates and for their heirs and devisees and did not find any evidence or record that the Young and Teed properties were ever conveyed via any will or probate proceeding.

2.5.1 The City represents to the Parties that the City Attorney contacted the Ada County Clerk's Office and requested information on any probates for Laneta Young and/or Fremont Teed. The Ada County Clerk provided to the City Attorney the following information regarding Laneta Young:

- Laneta Bernice Young (Information Sources: Ada County Clerk's office and findagrave.com (Jon McConnel contributor, memorial ID #47611507)):
    - Born August 1883 in Kansas.
    - Died July 26, 1934 age 50 in Pierce County, Washington, USA (this death date was later revealed to be incorrect by exactly 30 years through the Pierce County, Washington probate records; therefore the correct death date is truly July 26, 1964).

- Buried at Mountain View Memorial Park Lakewood, Pierce County, Washington.
- She moved to Boise in 1890.
- Married Dr. Alvia George Nace on September 29, 1909 in Boise, Idaho.
- Dr. A. George Nace died in 1959.
- Children:
  - Fay Morris Nace, born 1911 and died in 1966.
  - Alvia George Nace, Jr. born in 1914 and died in 1960.
- No probate in Ada County.

2.5.2 The City represents to the Parties that the City Attorney was advised by the Ada County Clerk's office that Laneta Young (married surname Nace) is buried in Pierce County, Washington, and the City Attorney requested the Pierce County Washington Court to provide probate records for a Laneta Nace and was provided the following records regarding an estate filed in the Superior Court of the State of Washington for Pierce County entitled "In the Matter of the Estate of LaNeta B. Nace," Case No. 72792, which includes the following:

- *Petition for Probate of Will.*
  - Executed by Fay M. Nace, petitioner, on August 4, 1964, Executor.
  - Attached to the Petition was The Last Will and Testament of LaNeta B. Nace dated February 26, 1964 which lists:
    - One son: Fay M. Nace.
    - Four Grandchildren:
      - Roger A Nace.
      - George Nace.
      - Richard Nace.
      - Gregory Nace.
    - The Will also devised all of her estate to Fay M. Nace except for 2% of her net estate to each of her four grandchildren (which was listed in the inventory and appraisement in excess of $15,000.00). The amount of $25,000 was probate value listed in the Petition.
- *Order Admitting Will to Probate.*
  - August 4, 1964.
  - Finds that LaNeta B. Nace died on July 26, 1964.
- *Petition for Order of Solvency.*
  - Dated August 4, 1964, verified by Fay M. Nace, and filed by Attorney of Record Conrad, Kane & Vanderberg.
  - Lists Gross Estate Value of $40,000 and Net Estate Value of $25,000.
- *Order of Solvency.*
  - August 4, 1964.
- *Inventory.*
  - August 4, 1964 executed by Fay M. Nace and his Attorney of Record, Robert M. Kane.
  - Does not reference the Young Patent.
- *Declaration of Executor Upon Completion of Probate.*

- March 16, 1965 by Fay M. Nace
- States that the administration of the estate having been completed and the property distributed closed the Probate. No mention of any ancillary probate in the State of Idaho on any document provided by the Pierce County Court regarding this probate.

2.5.3 The City represents to the Parties that in regards to Fremont Haswell Teed, the City Attorney requested the Ada County Clerk to provide copies of any probate of Fremont Haswell Teed or his heirs and was provided with the following information (Information Source: Ada County Clerk's office and Find a Grave memorial ID # 40698936):

- Born November 1862 in Lake Mills, Jefferson County, Wisconsin.
- Died August 26, 1942 - age 79 in Kuna, Idaho.
- Buried in Kuna Cemetery.
- Wife Lucy Catherine Rogers Teed married September 4, 1885, in Polk County, Iowa.
- Was the first Postmaster of Kuna, appointed July 21, 1905.
- Was vice president of Kuna Savings Bank.
- President of the Kuna Mercantile Company.
- Children:
  - Ryle Roget Teed (no probate found in Ada County) born 1887 and died 1971.
  - Hazel T. Teed born 1891 and died in 1978. Ada County Probate No. 3 P 5955.
  - Currie Noel Teed born 1904 and died in 1988. Ada County Probate No. 3P 13734.
- Reference to Fremont Teed being issued a Patent of ownership of the 200 acres on October 26, 1907 referenced in the Kuna Kompass, Volume 4, Issue 1 March, 2016.
- There are no records in the Ada County Court as to any probate of Fremont Haswell Teed's estate. There was the following information regarding the probate of Fremont Teed's heirs' estates in Ada County Court Probate Records:

  - *Estate of Hazel T. Teed* (at death known as Hazel T. Painter); filed Ada County on January 10, 1979; Probate Case No. is 3P-5955.
    - Date of Death: November 24, 1978.
    - Survived by his son Robert T. Painter whose address on the 31st of October 1979 was 530 Farmington Place, Gretna, Louisiana, 70053.
    - His wife Edna Green was deceased.
    - Died testate.
    - The Inventory filed on November 7, 1979 did not list any interest in any real property.
    - Final Accounting and Petition for Settlement and Distribution of the Testate Estate by Personal Representative was approved December 4,

1979. All property other than payment of claims and expenses of administration, estate tax etc. was distributed to Robert T. Painter.

- *Estate of Currie Noel Teed* filed Ada County on July 24, 1990; Probate Case No. is 3P-13734.
  - Date of Death: December 26, 1988.
  - Survived by his wife Margaret Lavina Teed.
  - Left no will
  - Margaret Lavina Teed was the sole heir at law.
  - Schedule of property list a residence home at 81 Horizon Drive, Boise, Idaho.
  - *Decree Vesting Estate in Surviving Spouse* entered on September 11, 1990.

- *Estate of Margaret L. Teed* filed Ada County on July 24, 1994; Probate Case No. is 3P-16775.
  - Date of Death: June 3, 1994.
  - Survived by her adult son, Stephen R. Teed, of 4177 Minuteman Way, Boise, Idaho 83706, and adult daughter Constance L. Brady of 18860 S. Marylhurst, West Linn, Oregon 97068.
  - Died testate.
  - Stephen R. Teed was the Personal Representative.
  - Margaret L. Teed was married to Currie Teed and had the two children listed above.
  - She was survived by her two children who were the devisees in her Will due to the prior death of her husband.
  - Statement was issued by the Court appointing Stephen Teed as Personal Representative and admitting the Will to Probate and Letters Testamentary were issued, but nothing else and no inventory was filed.

2.6 Based upon the City's representations to the Parties regarding the City Attorney's investigation, there is no evidence that the Young Patent and the Teed Patent were ever identified in any inventory or otherwise the subject of any probate; and

2.7 In regards to the title of the Subject Real Property as identified in the records of the Ada County Recorder's Office, the City has ordered and received from the Pioneer Title Company, a Litigation Guarantee File No. 725498 Policy Issuing Agent Old Republic National Title Insurance Company, effective date August 14, 2020, a true and correct copy of which is attached marked Exhibit H (the "Litigation Guarantee") which reports no evidence of any conveyance of the Teed Patent or the Young Patent to anyone; and

2.8 Based upon the City Attorney's investigation and the Litigation Guarantee, the City will name, in addition to the other Parties to this Agreement as defendants in its eminent domain action of the Subject Real Property, the unknown heirs and devisees of Teed and the unknown heirs and devisees of Young.

2.9 The Gas Company has constructed and maintains a Gas Pipeline within the Subject Real Property pursuant to the Gas Pipeline Agreement; and

2.10 ITD's predecessor, the State of Idaho Department of Public Works, pursuant to the Public Highway Crossing Contract, constructed and maintained Bridge Ave as a public highway right-of-way as it crosses the Subject Real Property; and

2.11 ITD subsequently assumed the rights of the State of Idaho Department of Public Works to Bridge Ave. and for some time continued to maintain the same as part of its State Highway System as a public highway right-of-way as it crosses the Subject Real Property; and

2.12 On December 7, 1983 the Bridge Ave right-of-way was relinquished by ITD to the City pursuant to the ITD Relinquishment SH 69; and

2.13 Subsequent to the ITD Relinquishment SH 69, the Highway District became the sole secondary highway jurisdiction in Ada County, state of Idaho and by operation of law (Chapter 14 of Title 40 Idaho Code (the "Law")) Bridge Ave. and its public right-of-way rights were transferred from the City to the Highway District by operation of Law.

2.14 The City is in need of the Subject Real Property which is necessary for its municipal public uses for purposes of City grounds and buildings as the same lies immediate and adjacent to the City's City Hall property; and

2.15 The City has negotiated with the Railroad for the Railroad's remise, release and quit claim to the City, all of its right, title, interest, estate, claim and demand both at law and in equity to a 1.7 acre parcel that lies adjacent and to the east of the Subject Real Property in consideration of the payment of the sum of THIRTY-NINE THOUSAND NINE HUNDRED FIFTY AND NO/100THS DOLLARS ($39,950.00) and for the Railroad's release of its easement rights to the Subject Real Property in consideration of the payment of the sum of THREE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT AND NO/100THS DOLLARS ($327,588.00) for a total consideration of the payment of the sum of THREE HUNDRED SIXTY-SEVEN FIVE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS ($367,538.00); and

2.16 Due to the fact that the Railroad has only easement rights to the Subject Real Property, its release of those easement rights will only remove the burden of those easement rights on the Teed Patent and the Young Patent and, therefore, the City is not able to obtain fee simple ownership rights to the Subject Real Property by the release of those easement rights alone; and

2.17 Young and Teed each obtained their respective ownership claims to the Subject Real Property in 1907 which was 113 years ago and the identity and location of heirs and devisees of Young and Teed are unknown to any of the Parties; and

2.18 The heirs and devisees of Young and Teed are unknown to the Parties, therefore there is no one for the City to negotiate with to obtain a release of the Young Patent and the Teed Patent claims to the Subject Real Property; and

2.19 In order for the City to obtain ownership of the Subject Real Property, for its intended uses, it is necessary that the City Council of the City exercise its eminent domain rights, pursuant to Idaho Code Section 7-701, to file and prosecute in the Court of Competent Jurisdiction an eminent domain action naming the other Parties as defendants to said action and, in addition, name as defendants the unknown heirs and devisees of Teed and Young; and

2.20 The City, upon obtaining an Order of Condemnation and ownership of the Subject Real Property, will provide the Gas Company with the easement rights to continue to locate and maintain a Gas Pipeline across the Subject Real Property to which the Gas Company is agreeable; and

2.21 The City, upon obtaining and Order of Condemnation and ownership of the Subject Real Property, will provide the Highway District with the easement rights to continue to locate and maintain its Bridge Ave. highway within the Bridge Ave. Public Right-of-Way across the Subject Real Property to which the Highway District is agreeable; and

2.22 The Parties intend by entering into this Agreement to settle their various claims and interests in the Subject Real Property in anticipation and consideration of the City filing an eminent domain action in the Court of Competent Jurisdiction to obtain ownership of the Subject Real Property in accordance with and subject to the terms and conditions of this Agreement.

SECTION 3
SETTLEMENT TERMS AND CONDITIONS

3.1 **City to initiate and prosecute eminent domain action:** The City Council of the City shall complete all necessary actions to file an eminent domain action in the Ada County 4th District Court in and for the State of Idaho (the "Court") to condemn, to the ownership of the City, the Subject Real Property and shall name as defendants in said action all other Parties to this Agreement and the unknown heirs and devisees of Teed and Young (the "Eminent Domain Action").

3.1.1 The City may file and record, in the records of Ada County Recorder, a *lis pendens* covering the Subject Real Property in reference to the Eminent Domain Action; and

3.1.2 The Railroad, the Gas Company, and ACHD will accept service of process of the Eminent Domain Action and will appear in Eminent Domain Action.

3.2 **City to obtain either a default and/or settlement of Unknown Heirs and Devisees of Teed and Young:** The City shall take all reasonable actions required by law in the Eminent

Domain Action to secure the Court over the unknown heirs and devisees of Teed and Young; and

3.2.1 Obtain a default judgment against the unknown heirs and devisees of Teed and Young and, in the event any unknown heirs and devisees Teed and/or Young appear in the Eminent Domain Action, attempt to negotiate a resolution with said heirs and devisees or prosecute the action.

3.3 Settlement of Railroad, Gas Company, and ACHD Claims: The following are the terms and conditions of the Parties' claims in settlement of the Eminent Domain Action, which terms and conditions are as follows:

3.3.1 The City shall complete its performance of the provisions of sections 3.1 and 3.2 of this Agreement and subsequently the Parties will stipulate to the entry of the following Judgement and Order of Condemnation.

3.3.1.1 A Judgment and Order of Condemnation of the Subject Real Property in favor of the City and against the other Parties to this Agreement in accordance with the Condemnation Judgments which will provide:

3.3.1.1.1 *Railroad:* Subject to the condition precedent to the recording of the Judgement and Order of Condemnation, the City shall pay to the Railroad the sum of $39,950.00 as consideration for the Railroad to remise, release, and quit claim to the City all of its right, title, interest, estate, claim and demand both at law and equity to a 1.7 acre parcel of real property that lies adjacent to, and east of, the Subject Real Property, and $327,588.00 as compensation for the Railroad releasing its easement interest in the Subject Real Property. The total sum between these two payments shall be $367,538.00.

3.3.1.1.2 *Gas Company*: A Judgment award that provides that the City, subsequent to the recording of the Order of Condemnation, shall grant and convey and record a deed of easement to Gas Company for the location, maintenance and replacement of the Gas Pipeline consistent with the Gas Pipeline Agreement in the form as set forth in Exhibit E attached to this Agreement. The City shall immediately and diligently work to procure a legal description for the easement area at its own expense. The City and Gas Company agree that the easement shall be forty (40) feet in width, and cover the installed location of the Gas Pipeline, with twenty (20) feet left and twenty (20) feet right of the centerline. Said easement shall be in the form attached hereto as Exhibit J.

3.3.1.1.3 *ACHD:* A Judgment award that provides that the City, subsequent to the recording of the Order of Condemnation, shall grant and convey and record a deed of easement to ACHD for the public highway right-of-way purposes for the location, maintenance and replacement of the portion of Bridge Ave. located on the Subject Real Property in the form as set forth in Exhibit K attached to this Agreement.

SECTION 4
AMENDMENT PROVISIONS

4.1 This Agreement may only be amended in accordance with the following process:

4.1.1 An amendment may be proposed by any Party.

4.1.2 A proposed amendment must be in writing and include this entire Agreement, as then existing, and shall therein include a strike through of any language to be deleted and underline of any new language of the proposed amendment.

4.1.3 A proposed amendment shall contain:

4.1.3.1 The Statement of Purpose, including a statement of how the Parties will be affected by the amendment.

4.1.4 The proposing Party shall also prepare and submit to the other Party the proposed amendment as above stated, together with an amended and reformed agreement form in the event the proposed amendment is approved.

4.1.5 An approved amended and reformed agreement shall be executed by each of the Parties.

SECTION 5
GENERAL PROVISIONS / SAVINGS CLAUSE

5.1 **No Third-Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.

5.2 **Severability:** Should any term or provision of this Agreement, or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not

been contained herein.

5.3 **Counterparts:** This Agreement may be executed by the Parties in counterparts as required by any of the Parties, and each such counterpart shall be deemed an "original".

5.4 **Captions:** The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

5.5 **Choice of Law:** This Agreement shall be governed and interpreted by the laws of the state of Idaho.

5.6 **Assignments:** No Party may assign this Agreement, or any interest therein, without written consent of the other Party; and in the event of assignment, this Agreement shall inure to and be binding upon the Parties hereto as well as their successors, assigns, departments and/or agencies.

♦ ♦ ♦

The undersigned have read the foregoing and fully understand the same and the legal significance of the signatures set forth hereon.

This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this ____ day of _____, 2021.

CITY OF KUNA

By:_____
Joe Stear, *Mayor*

ATTEST:

By:_____
Chris Engels, *City Clerk*

UNION PACIFIC RAILROAD COMPANY, aka
OREGON SHORT LINE RAILROAD COMPANY

By:_____
Its:_____

INTERMOUNTAIN GAS COMPANY

By:_____
Its:_____

ADA COUNTY HIGHWAY DISTRICT
Board of Commissioners

By:_____
Mary May, *President*

ATTEST:

By:_____

_____

W:\Work\K\Kuna, City of 25721\UP Railroad land matter\EMINENT DOMAIN litigation .006\Prelitigation Settlement Agreement Documents\Pre Litigation Settlement Agreement 01-26-21 -Clean with exhibits A-H wfg 4 26 2021.docx

EXHIBIT A

J-U-B ENGINEERS, INC.

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

EXHIBIT "A"
Release Property
City of Kuna
Boundary Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

End of Description.

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

Timothy Harrigan, PLS 17665

4/23/2020
Date



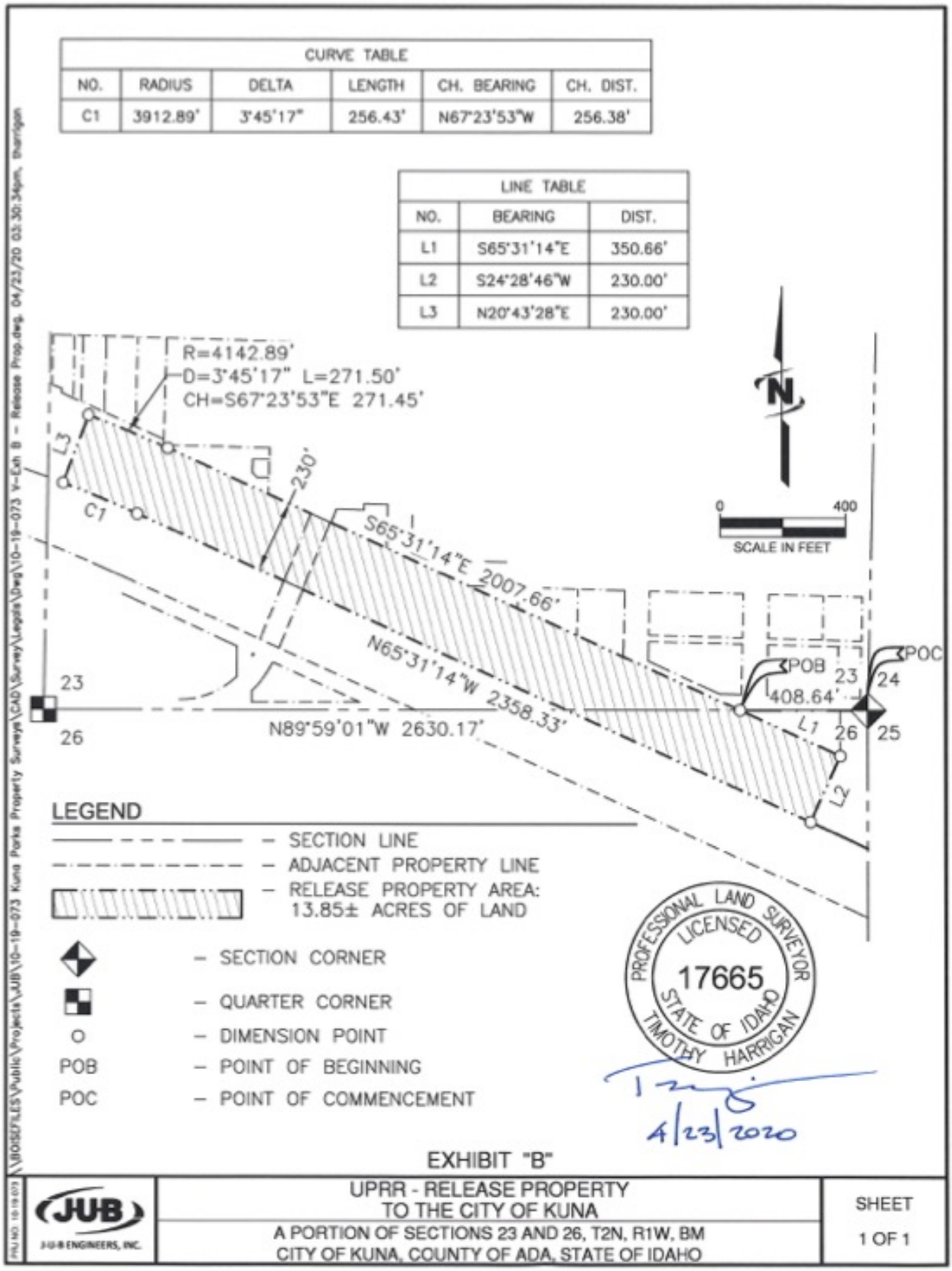

CURVE TABLE
NO. | RADIUS | DELTA | LENGTH | CH. BEARING | CH. DIST.
C1 | 3912.89' | 3°45'17" | 256.43' | N67°23'53"W | 256.38'
LINE TABLE
NO. | BEARING | DIST.
L1 | S65°31'14"E | 350.66'
L2 | S24°28'46"W | 230.00'
L3 | N20°43'28"E | 230.00'
R=4142.89'
D=3°45'17" L=271.50'
CH=S67°23'53"E 271.45'
L3
C1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

EXHIBIT B

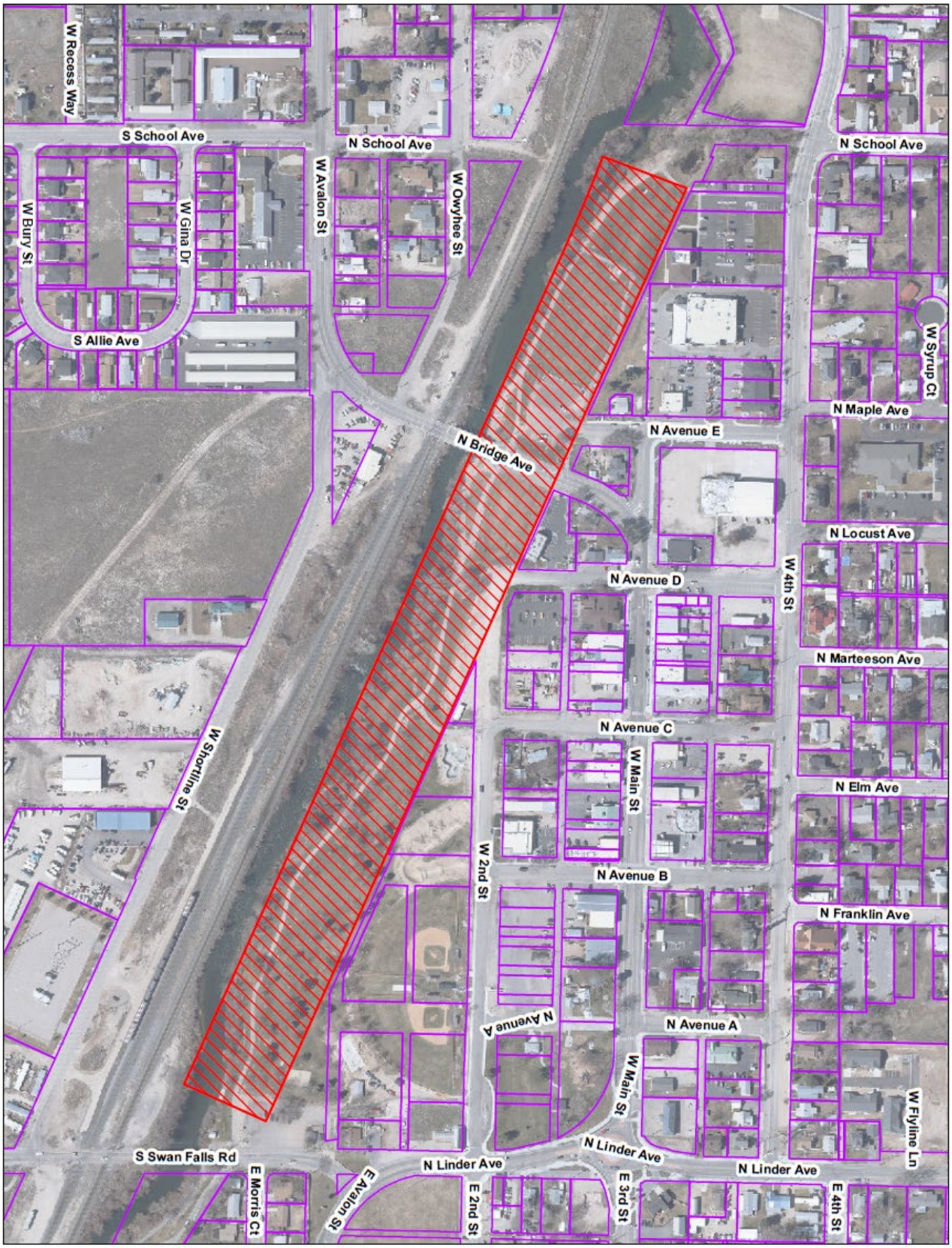

W Recess Way
S School Ave
N School Ave
N School Ave
W Bury St
W Gina Dr
W Avalon St
W Owyhee St
S Allie Ave
W Syrup Ct
N Maple Ave
N Avenue E
N Bridge Ave
N Locust Ave
N Avenue D
W 4th St
N Marteeson Ave
W Shoshone St
N Avenue C
W Main St
N Elm Ave
W 2nd St
N Avenue B
N Franklin Ave
N Avenue A
N Avenue A
W Main St
W Flyline Ln
S Swan Falls Rd
N Linder Ave
N Linder Ave
N Linder Ave
E Morris Ct
E Avalon St
E 2nd St
E 3rd St
E 4th St

EXHIBIT C

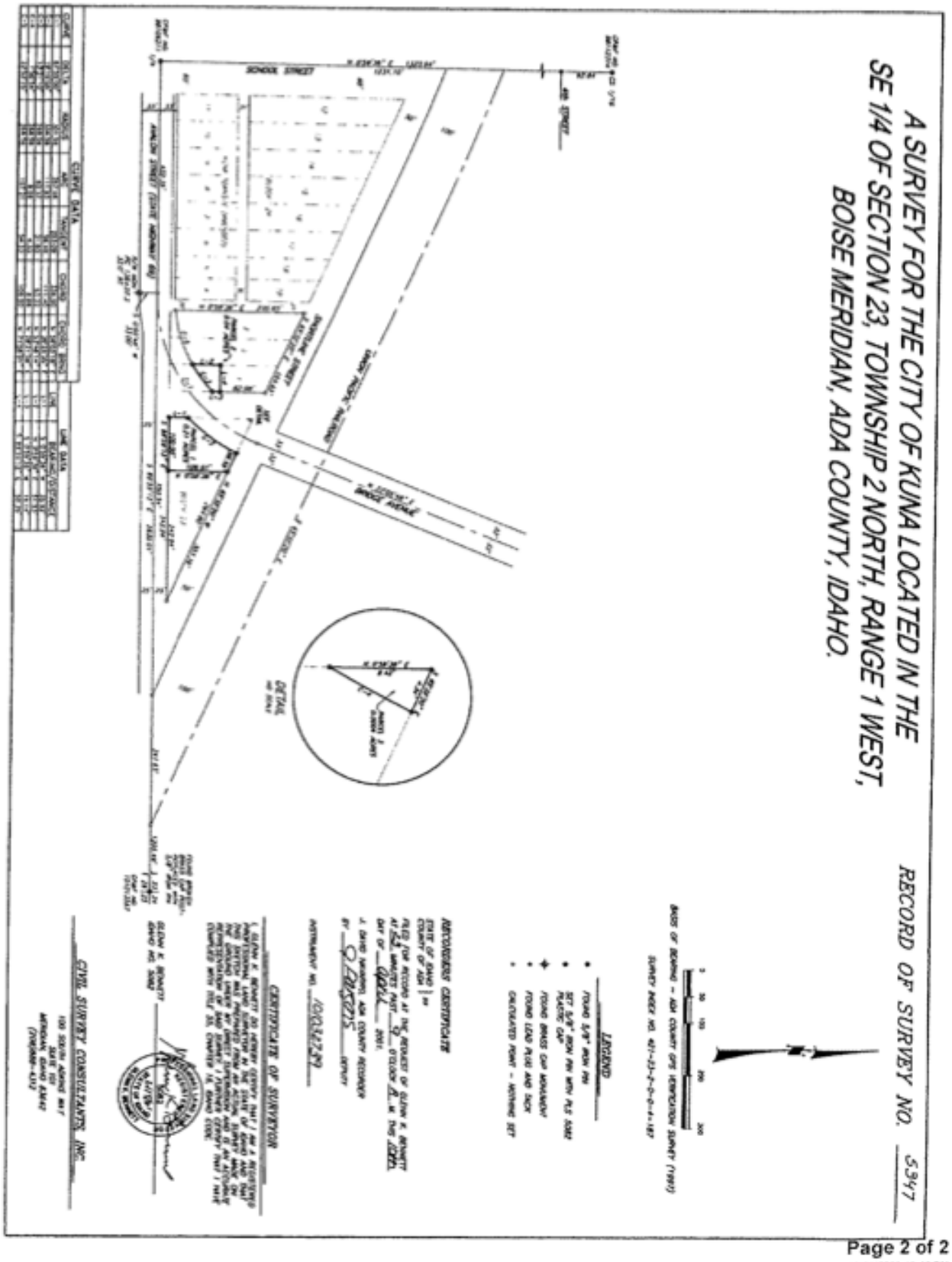

A SURVEY FOR THE CITY OF KUNA LOCATED IN THE
SE 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST,
BOISE MERIDIAN, ADA COUNTY, IDAHO.
RECORD OF SURVEY NO. 5347
LEGEND
RECORDERS CERTIFICATE
CERTIFICATE OF SURVEYOR
CIVIL SURVEY CONSULTANTS, INC.
Page 2 of 2
08/11/2020 12:12 PM

EXHIBIT D

9999 03629019024

REMS COVERSHEET

Audit Number:	44388
Agreement Effective Date:	
Date of Agreement:	11/10/1937
Party Name:	IDAHO; STATE OF
Location:	KUNA, ID
CIRC7 From:	IY294
Milepost From:	0.0000
Box Number:	3629
Batch Number:	05

CONTRACT DEPT. No. 22904

U. P. R. R. CO.
Agreement
Audit No. 44388

C O N T R A C T

L.D. No. 9265 Audit No. 44388

Between

OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

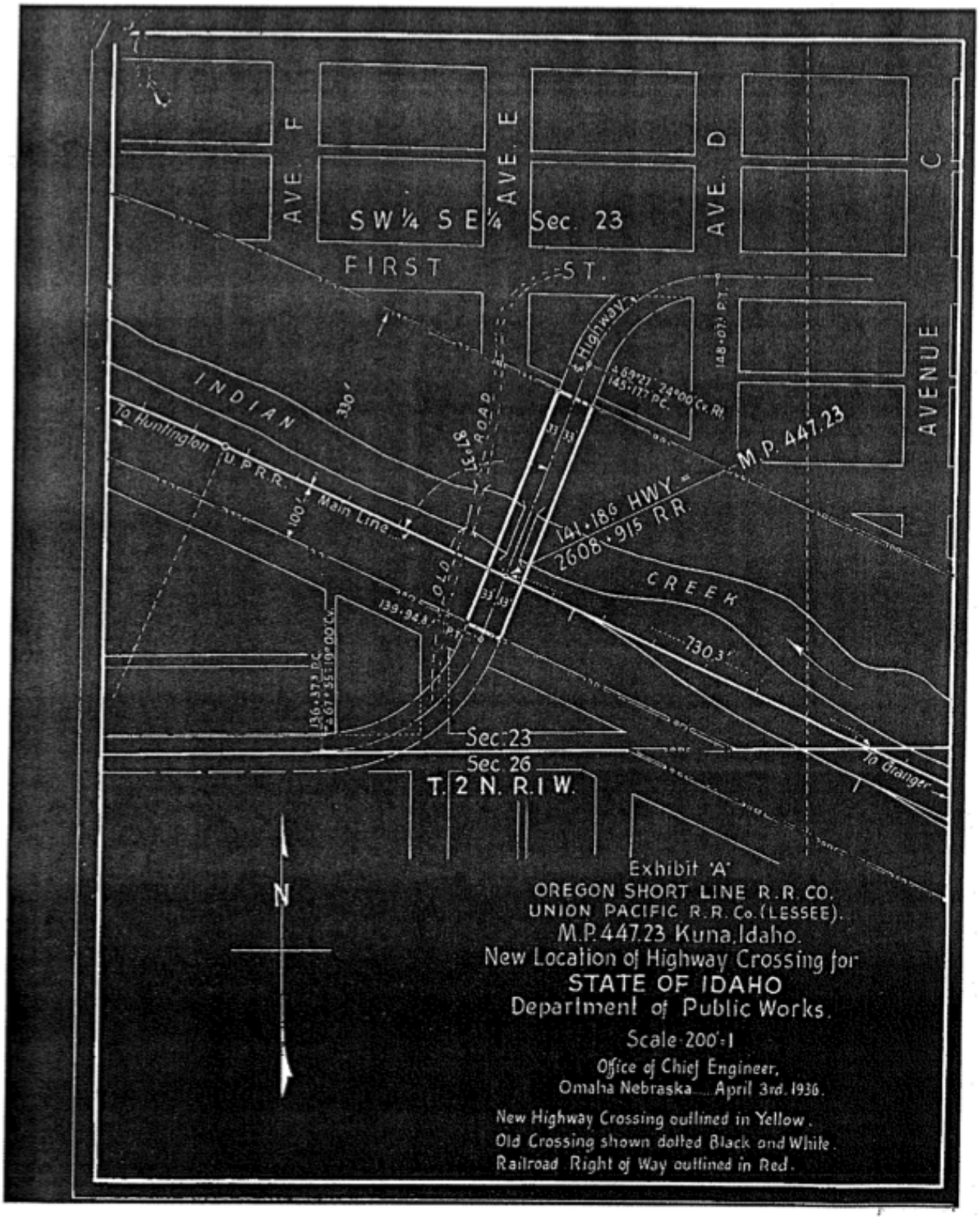
And

STATE OF IDAHO

****

Public Highway Crossing at
Kuna, Idaho.

44388UP-C


AVE. F
AVE. E
AVE. D
AVENUE C
SW¼ SE¼ Sec. 23
FIRST ST.
Highway
INDIAN ROAD
330'
87.33'
To Huntington
U.P.R.R. Main Line
100'
141+186 HWY
2608+915 R.R.
M.P. 447.23
CREEK
730.3'
OLD
139.94 PT
136.37 P.C.
Sec. 23
Sec. 26
T. 2 N. R. 1 W.
To Grainger
N
Exhibit 'A'
OREGON SHORT LINE R.R. CO.
UNION PACIFIC R.R. Co. (LESSEE).
M.P. 447.23 Kuna, Idaho.
New Location of Highway Crossing for
STATE OF IDAHO
Department of Public Works.
Scale 200'=1
Office of Chief Engineer,
Omaha Nebraska April 3rd. 1936.
New Highway Crossing outlined in Yellow.
Old Crossing shown dotted Black and White.
Railroad Right of Way outlined in Red.

CONTRACT DEPT. No. 22904-A

U. P. R. R. CO.
Agreement
Audit No. 44388-1

SUPPLEMENT NO. 1

to

C O N T R A C T

L. D. No. 9265 Audit No. 44388

Between

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

and

STATE OF IDAHO

Reimbursement for Cost of Constructing Highway Crossing

at

Kuna, Idaho

DUPLICATE ORIGINAL - RAILROAD CO'S. COPY

Form 353
G.S.

Transmittal Slip for Deeds, Contracts, Leases, Etc.

July 11, 1938

Agreement Audit No. 44382-1

Referred to persons or departments shown below for

Terms of Grant

Transmit in order indicated showing date received and date forwarded.

NAME OF THE OFFICIAL FOLLOWED BY INITIALS OF PERSON NOTING, WITH DATE, SHOULD BE PLACED IN THE MARGIN, OR ON THE BACK OF DOCUMENT.

Name of Person or Department	Date Received	Date Forwarded
Chief of Div.	JUL 12 1938	JUL 16 1938

U.P.R.R. M.A. OFFICE JUL 16 1938 RECD

RETURNED TO AUDITOR FOR MISCELLANEOUS ACCOUNTS

JUL 16 1938 193

Form 553 C. S.
Transmittal Slip for 2M—7-37
Deeds, Contracts, Leases, Etc.

Omaha Dec 22 1937

Agreement Audit No. 44388

Referred to persons or departments shown below for
Record & Return

Transmit in order indicated showing date received and date forwarded.

NAME OF THE OFFICIAL, FOLLOWED BY INITIALS OF PERSON NOTING, WITH DATE, SHOULD BE PLACED IN THE MARGIN, OR ON THE BACK OF DOCUMENT.

Name of Person or Department	Date Received	Date Forwarded
Aud Dept	DEC 28 1937	12/30/37

U.P.R.R. CO. AUDITOR OF DISBURSEMENTS OMAHA DEC 24 1937 FILE ANSD

RETURNED TO AUDITOR OF MISCELLANEOUS ACCOUNTS

_____ 193_

DEC 24 1937

SUPPLEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 15th day of June, 1938, by and between the OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part; and the State of Idaho, acting in this behalf through the Department of Public Works by its Commissioner of Public Works, (herein after called "State"), party of the second part, WITNESSETH:

WHEREAS, the said parties did on the 10th day of November, 1937, enter into a certain contract in writing, numbered by the Railroad Company as L.D. 9265, for the construction of a public highway upon the right of way and across the track of the Railroad Company at Mile Post 447 plus 23 near Kuna, Ada County, Idaho, and

WHEREAS, in the negotiations leading up to said agreement it was agreed that the State would pay an estimated expense of $25.00 for moving the planking from the abandoned crossing mentioned in said contract to the new location, but in the preparation of said contract said agreement was omitted,

NOW, THEREFORE, this Agreement witnesseth that the State hereby agrees to pay the actual cost of moving said public crossing not to exceed the sum of $25.00; in all other respects the said agreement of November 10, 1937, is to remain in full force and effect.

Witness:

L J Backman

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY,

By _____
Its President

Witness:

Phyllis Strobbeck

STATE OF IDAHO, Department of Public Works

By _____
Commissioner of Public Works

Attest:

Jeanne DeLevere
Chief Clerk

APPROVED:

APPROVED AS TO:
FORM
EXECUTION

Noted: C. & T. Dept. SLC
No fee bill to be made.
6/15/38

THIS AGREEMENT, made and entered into this 10th day of November 1937, by and between the OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and the STATE OF IDAHO, acting in this behalf through the Department of Public Works by its Commissioner of Public Works (hereinafter called "State"), party of the second part, WITNESSETH:

RECITALS:

The State contemplates the reconstruction of a public highway in the vicinity of Kuna, Ada County, Idaho. As a part of such reconstruction the State proposes to abandon and close the existing roadway which now extends upon and across the right of way and track of the Railroad Company at Engineer's Station 2609 plus 83, and to construct and maintain, in lieu thereof, a public highway upon the right of way and across the track of the Railroad Company at Mile Post 447.23.

To set out the terms and conditions under which said highway changes shall be effected upon the right of way of the Railroad Company as aforesaid, this agreement is made.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows, to-wit:

1. RAILROAD COMPANY GRANTS RIGHT TO STATE.

The Railroad Company hereby grants unto the State, subject to the terms and conditions hereinafter set forth, the right to remove the existing roadway at Engineer's Station 2609 plus 83, and to construct, and thereafter during the term hereof, maintain and use, a public highway upon that portion of the right of way and across the tracks of the Railroad Company at Mile Post 447.23, at Kuna, Idaho, described as follows, to-wit:

Beginning at a point where the center line of proposed highway enters the northeasterly right of way boundary of the Railroad Company 330.0 feet perpendicularly distant northeasterly from the center line of the main track at Engineer's Station 2609 plus 05.3; thence along the center line of said highway 430.4 feet southwesterly to a point in the southwesterly right of way boundary 100.0 feet perpendicularly distant southwesterly from said center line at Engineer's Station 2608 plus 87.3.

Said highway will cross said center line at an angle thereto of 87 degrees 37 minutes to the right at Engineer's Station 2608 plus 91.5 which is 754.3 feet northwesterly measured along said center line from its intersection with the south line of Section 23, Township 2 North, Range 1 West, Boise Meridian.

The portion of said right of way hereinbefore described is hereinafter referred to as "described premises" and the location thereof is shown outlined by yellow lines on the attached print, dated April 3, 1936, marked Exhibit "A", and hereby made a part hereof.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, use and operate existing or additional railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines, and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the State, or to any other party, for compensation or damages.

Said grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way and others) and the right of renewals and extensions of the same; and it is understood that nothing in this agreement contained shall be construed as a covenant to put the State into possession or protect the State in the peaceable possession of the described premises.

2. CONSIDERATION FOR RIGHT GRANTED:

In consideration of the rights hereby granted by the Railroad Company to the State, the State agrees to keep the described premises free from combustible material; to plant no trees or shrubbery and to erect no structures thereon except such as may be necessary for highway purposes; to put nothing upon the described premises which might obstruct or interfere with the view; to provide and maintain, at its own expense, such ditches, culverts, bridges and other structures as may be necessary properly to care for drainage from said described premises and the adjoining right of way of the Railroad Company and to hold the Railroad Company harmless from any and all damages to any of such structures on the described premises arising from fire caused directly or indirectly by sparks or fire emitted from the engines or trains of the Railroad Company; and further, to hold the Railroad Company harmless from any damages to the highway upon the described premises which may result from the construction or

maintenance of drainage ditches or waterways by the Railroad Company.

3. USE OF RIGHT OF WAY:

The State shall not use the described premises or permit them to be used except for the usual and ordinary purposes of a street or highway, and it is expressly understood and agreed that such purposes shall not be deemed to include the use by the State, or by others, of the described premises for railroad, street or interurban railway, or other rail transportation purposes, or for the construction or maintenance of electric power transmission lines, telephone or telegraph lines, gas, oil or gasoline pipe lines.

4. CONSTRUCTION OF HIGHWAY CROSSING:

All work on said right of way in connection with the construction and maintenance of said highway and the relocation of the bridge hereinafter referred to shall be done by or under the direction of the Railroad Company.

The Railroad Company shall, at its own cost and expense, install the necessary planking or other wearing surface for said public highway upon and across the described premises between the rails of all railroad tracks and for two feet on the outside of the outer rails of said tracks.

The State, or those performing work under its authority, shall, at the expense of the State, furnish all material and perform all labor necessary for the complete construction of said highway across the right of way and tracks of the Railroad Company, together with all wearing and traveled surfaces thereof, except as herein otherwise provided.

The State shall also, at its sole cost and expense, take up and remove the existing bridge across Indian Creek at Engineer's Station 2609 plus 83, and construct, and thereafter during the term hereof, maintain and operate, in lieu thereof, a 6-15 foot timber span bridge on concrete pedestals at Engineer's Station 2608 plus 91.5, substantially in the location indicated on said Exhibit "A".

5. MAINTENANCE OF HIGHWAY CROSSING:

The State shall, at its own expense, during the term of this agreement, maintain, repair and renew said public highway across the described premises and all wearing and traveled surfaces thereon, except that portion of said public highway between the rails of the tracks of the Railroad Company and for two feet outside of the outer rails of said tracks, which is to be maintained, repaired and renewed by the Railroad Company at its own expense.

6. REARRANGEMENT OF EXISTING WIRE LINES:

Any rearrangement of existing wire lines along said right of way and any rearrangement of right of way fences of the Railroad Company necessitated in connection with, or as a result of the construction of said public highway upon and across the described premises shall be taken care of by the Railroad Company at the expense of the State.

7. PAYMENTS BY STATE:

The State shall, within thirty (30) days after rendition of bills therefor by the Railroad Company, repay the Railroad Company the entire amount of all expenses incurred by the Railroad Company, which are to be borne by the State under the terms of this agreement.

8. STATE TO PERFORM WORK DILIGENTLY:

The State shall at all times prosecute any work which it may do upon the described premises with reasonable care, skill and diligence, and will, in all matters relating to the safety of railroad operations and the protection of said railroad and all employes engaged thereon, conform to the direction of the Railroad Company. In the performance of said work, the State, or those performing such work under its authority, shall not interfere with the continuous and uninterrupted use and operation of the railroad tracks of the Railroad Company. The State shall, at its sole cost and expense, protect any drainage ditch or ditches and all water courses upon said described premises which may be crossed by said public highway, by maintaining as a part of its highway grade adequate culverts or bridges for the purpose of carrying said public highway over such ditches or water courses without interference with the flow of the water therein.

9. LIABILITY:

The Railroad Company and the State each hereby assumes all responsibility for the work and portion of said public highway to be by it performed, constructed and maintained, and each hereby covenants and agrees that it will save the other harmless from all damages and claims for damages growing out of its failure properly to perform the portion of the work or maintain the portions of said public highway for which it assumes responsibility as above set forth.

10. STATE SHALL CHANGE GRADE OF HIGHWAY IF NECESSARY:

If at any time the Railroad Company shall elect, or be required by competent authority, to raise or lower the grade of all or any part of its track or tracks located on said described premises, the State shall, at its own expense, at once alter and change the portion of said public highway crossing to be constructed by it as aforesaid, so as to conform with the change of grade required by the Railroad Company.

11. NON-USER - TERMINATION:

Nonuser by the State of the described premises for highway purposes continuing at any time during the term hereof for a period of eighteen months shall, at the option of the Railroad Company, work a termination of this agreement and of all rights of the State hereunder.

If the State shall breach or fail to keep or perform any of the covenants or conditions hereof and shall fail to remedy any default on the part of the State for thirty days after written notice by the Railroad Company to the State, pointing out such default, then upon the expiration of such thirty-day period, this agreement shall terminate and be of no further force or effect.

It is understood that no termination of this agreement under any of the provisions hereof shall affect any of the obligations of the parties hereto theretofore accruing.

12. AGREEMENT NOT TO BE ASSIGNED:

The State shall not assign this agreement nor assign or transfer any interest therein or in the described premises without the written consent of the Railroad Company. The State shall surrender peaceable possession of the described premises at the termination of this agreement.

13. EFFECTIVE DATE - TERM:

This agreement shall take effect as of the day and year first herein written and shall continue in full force and effect until terminated as herein provided.

14. ABANDONMENT OF EXISTING ROADWAY CROSSING:

Immediately upon the completion of the construction of said highway crossing upon the described premises, as herein provided, the State shall cause the existing roadway crossing upon the right of way of the Railroad Company at Engineer's Station 2609 plus 83, to be permanently closed and abandoned for roadway or other purposes.

15. SUCCESSORS AND ASSIGNS:

Subject to the provisions of Section 12 hereof, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper

officers, thereunto duly authorized, as of the date first herein written.

Witness:

OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By _____

Witness:

STATE OF IDAHO, Department of Public Works.

By _____
Its Commissioner of Public Works

Attest:
Chief Clerk

APPROVED AS TO:

GENERAL MANAGER

GEN'L SOLICITOR

EXECUTION

GEN'L SOLICITOR

APPROVED:

Chief Engineer

Approved as to execution

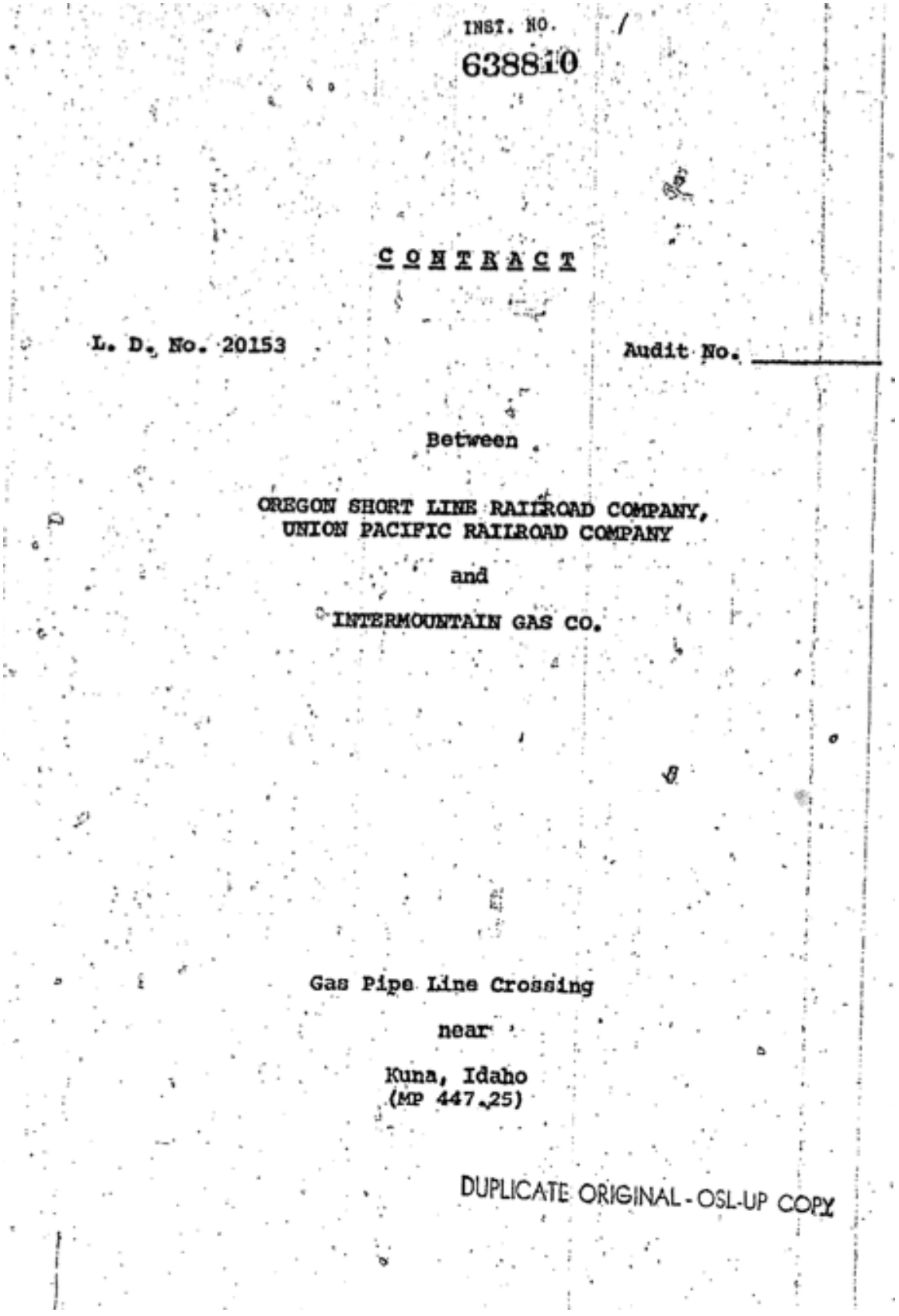
Assistant General Attorney

APPROVED

Vice President - Operation

6.

EXHIBIT E



INST. NO.
638810

C O N T R A C T

L. D. No. 20153 Audit No. _____

Between

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

and

INTERMOUNTAIN GAS CO.

Gas Pipe Line Crossing

near

Kuna, Idaho
(MP 447.25)

DUPLICATE ORIGINAL - OSL-UP COPY

GAS PIPE LINE AGREEMENT

BOOK 24 PAGE 533

THIS AGREEMENT, made and entered into this 10 day of February, 1966, by and between - - - - - - - - - - OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and

INTERMOUNTAIN GAS CO., an Idaho corporation,

(hereinafter called "Licensee"), party of the second part, WITNESSETH:

WHEREAS, the Licensee desires to construct and thereafter maintain and operate a gas pipe line (hereinafter called "pipe line"), extending underground across the right of way and underneath the roadbed and track of the Railroad Company at Mile Post 447.25, near Kuna, Idaho,

in the location described as follows:

Said pipe line is to cross center line of main track at right angles thereto at Engineer's Station 2609 + 87.8, which is 826 feet northwesterly, measured along said center line, from its intersection with the south line of Sec. 23, Township 2 North, Range 1 West, Boise Meridian, substantially in the location shown in yellow on the attached print, dated February 10, 1966, marked Exhibit "A", and hereby made a part hereof, it being understood, however, that in lieu of placing the pipe line on support piers across Indian Creek, as shown in detail on Exhibit "A", Licensee shall provide a truss or cable type suspension satisfactory to the Railroad Company.

IT IS THEREFORE AGREED, by and between the parties hereto, as follows:

1. RAILROAD COMPANY GRANTS RIGHT TO LICENSEE:

For and in consideration of the covenants and conditions hereinafter mentioned to be by the Licensee kept, observed and performed, and upon the terms and conditions hereinafter stated, the Railroad Company hereby grants unto the Licensee the right

to construct and thereafter, during the term hereof, to maintain and operate said pipe line in the location hereinbefore described; it being hereby stipulated that a waiver by the Railroad Company of any breach of any such conditions, covenants and agreements shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way, and others), and the right of renewals and extensions of the same, and is made without covenant of title or for quiet enjoyment.

2. CONSTRUCTION, MAINTENANCE AND OPERATION:

The pipe line shall be constructed of continuous steel pipe, having an internal diameter of four (4) inches, encased as shown on Exhibit "A," and said pipe line shall be constructed, maintained, operated, repaired and renewed by the Licensee in strict conformity with Specification C.S. 1029 of the Union Pacific Railroad Company, adopted November, 1949, which is hereby, by reference, made a part hereof.

The Licensee shall keep and maintain the soil over said pipe line thoroughly compacted and the grade even with the adjacent surface of the ground.

All work performed on said right of way of the Railroad Company in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line shall be done under the supervision of, and in a manner satisfactory to, the Railroad Company.

Prior to the commencement of any work in connection with the pipe line (whether of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal), the Licensee shall submit to the Railroad Company plans setting out the method and manner of handling the work and shall not proceed with the work until such plans shall have been approved by the Division Engineer of the Railroad Company and then only under the supervision of said Division Engineer or his representative. The Railroad Company shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time such work is being done and, in the event the Railroad Company provides such support, the Licensee shall pay to the Railroad Company, within fifteen days after bills shall have been rendered therefor, all expense incurred by the Railroad Company in connection therewith, which said expense shall include all assignable costs plus ten per cent (10%) to cover elements of expense not capable of exact ascertainment.

3. NOTICE OF COMMENCEMENT OF WORK:

The Licensee shall notify the Railroad Company at least forty-eight hours in advance of the commencement of any work upon said right of way in connection with the maintenance, repair, renewal or reconstruction of the pipe line; PROVIDED, however, that such advance notice shall not be required in cases of emergency where it is necessary for the Licensee to enter upon said right of way for the purpose of stopping or repairing leaks.

4. LICENSEE TO BEAR ENTIRE EXPENSE:

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair, renewal and any and all modification, revision, relocation, removal or reconstruction of the pipe line, including any and all expense

which may be incurred by the Railroad Company in connection therewith for supervision, inspection or otherwise.

5. MODIFICATION, RELOCATION OR REMOVAL OF PIPE LINE:

This license or permit is made subject to the needs and requirements of the Railroad Company in the operation of its railroad and in the improvement and use of its property and the Licensee, at the sole cost and expense of the Licensee, shall move all or any portion of the pipe line entirely off the right of way of the Railroad Company or to such a new location thereon as may be designated by the Railroad Company whenever, in the furtherance of such needs and requirements, the Railroad Company shall find such action necessary or desirable; PROVIDED, however, the Licensee shall not be required under the terms hereof, to move entirely off of said right of way any portion of the pipe line constituting a crossing of the entire right of way of the Railroad Company.

All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair and renewal of said pipe line in the location hereinbefore described shall apply to the pipe line as modified, changed or relocated within the contemplation of this section.

6. PIPE LINE NOT TO INTERFERE WITH OPERATION OF RAILROAD:

The pipe line shall be constructed and at all times maintained, repaired, renewed and operated in such a manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and premises of the Railroad Company, and nothing shall be done, or suffered to be done, by the Licensee at any time that would in any manner impair the safety thereof.

7. CLAIMS AND LIENS FOR LABOR AND MATERIAL:

The Licensee shall fully pay for all materials joined or affixed to and labor performed upon said right of way in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line, and shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said right of way for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee; and the Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

The Licensee shall promptly pay or discharge all taxes, rates, charges and assessments levied upon, in respect to, or on account of the pipe line, so as to prevent the same becoming a charge or lien upon said right of way, or any other property of the Railroad Company, and so that the taxes, charges and assessments levied upon or in respect to said right of way and other property of the Railroad Company shall not be increased because of the location, construction or maintenance of the pipe line or any improvement, appliance or fixture connected therewith placed upon said right of way or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee, but shall be included in the assessment of the right of way or other property of the Railroad Company, then the Licensee shall pay to the Railroad Company an equitable proportion of such taxes determined by the value of the Licensee's property upon said right of way as compared with the entire value of said right-of-way.

8. RESTORATION OF RAILROAD COMPANY'S PROPERTY:

In the event the Licensee shall in any manner move or disturb any property of the Railroad Company in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line, then and in that event the Licensee shall, as soon as possible and at its sole expense, restore such property to the same condition as it was in before such property was moved or disturbed; and the Licensee shall indemnify and save harmless the Railroad Company from and against any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to or loss or destruction of property whatsoever when such injury death, damage, loss or destruction grows out of or arises from the moving or disturbance of any property of the Railroad Company.

b. DISPOSAL OF RIGHT OF WAY:

In the event the Railroad Company shall dispose of any of its right of way upon which the pipe line is located, as herein provided, the license or permit herein granted, with respect to the portion or portions of the pipe line as may be located upon the right of way so disposed of, shall forthwith cease and determine.

10. LIABILITY:

The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to, loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Railroad Company or property in its care or custody), when such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the pipe line, or the explosion or ignition of gas carried therein or escaping therefrom, or in any other way whatsoever is due to, or arises because of, the existence of the pipe line, or the construction, maintenance, operation, repair, renewal, modification, reconstruction, revision, relocation or removal of said pipe line, or any part thereof, or to the contents therein or therefrom. And the Licensee does hereby release the Railroad Company from all liability for damages on account of injury to the pipe line from any cause whatsoever.

11. TERMINATION, ABANDOMENT OR DEFAULT:

Disuse of said pipe line continuing at any time for a period of one year shall constitute an abandonment thereof, and in the event of such an abandonment the Railroad Company may, at its option, terminate this agreement with respect to the pipe line so abandoned.

If the Licensee shall fail to keep and perform all or any of the covenants and agreements herein contained to be by the Licensee kept and performed, or if the Licensee shall fail to make any of the payments which it is obligated to make hereunder, and such default shall continue for a period of thirty (30) days after written notice from the Railroad Company to the Licensee specifying such default, then the Railroad Company may, at its option, forthwith terminate this agreement.

12. REMOVAL OF PIPE LINE OF LICENSEE:

Within ninety (90) days after the termination of this agreement with respect to any portion of the pipe line, the Licensee shall, at its sole expense, remove such portion of the pipe line and shall restore, to the satisfaction of the Railroad Company, said right of way to as good condition as it was in at the time of the construction of such pipe line; and if the Licensee fails so to do, the Railroad Company may do such work of removal and restoration at the expense of the Licensee. In the event of the removal of the pipe line or any portion thereof, as in this section provided, the Railroad Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Railroad Company may have against the Licensee.

Nothing in this section contained shall obligate the Licensee to remove the pipe line because of termination of this license with respect to same under the provisions of Section 9 hereof, in cases where the Licensee shall have made arrangements for the continuation of such pipe line with the grantee or grantees of the Railroad Company.

13. AGREEMENT NOT TO BE ASSIGNED:

The Licensee shall not sublet, in whole or in part, the rights hereby granted and shall not assign this agreement without the written consent of the Railroad Company, and it is agreed that any transfer or assignment or attempted transfer or assignment of this agreement or any of the rights hereby granted, whether voluntary, by operation of law, or otherwise, without such consent, in writing, shall be absolutely void and, at the option of the Railroad Company, shall terminate this agreement.

GAS PIPE LINE AGREEMENT

BOOK 24 PAGE 537

14. EFFECTIVE DATE:

This agreement shall be effective from and after the day and year first hereinabove written and shall continue in full force and effect until terminated as provided, it being understood, however, that should the Licensee enter upon, or perform any work upon the right of way prior to said effective date, the terms of this agreement shall apply thereto. All of the covenants, agreements and conditions herein contained on the part of the Licensee to be kept, observed and performed shall attach to and run with the system of which the pipe line is a part.

15. SUCCESSORS AND ASSIGNS:

Subject to the provisions of Section 13 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. RENTAL:

The Licensee shall pay as rental for the term hereof the sum of TEN DOLLARS ($10.00), payable to the Union Pacific Railroad Company upon the execution and delivery of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized, as of the day and year first herein written.

Witness:

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

M P Parnell

By _____
General Manager

Attest:

_____
Secretary

INTERMOUNTAIN GAS CO.,

By _____
Its _____

STATE OF OREGON)
: ss
County of Multnomah)

On the 10th day of February, 1966, before me, a Notary Public, personally appeared G. H. BAKER to me personally known to be the General Manager of OREGON SHORT LINE RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, who being duly sworn did say that the foregoing instrument was signed, sealed and executed in behalf of said corporations by authority duly conferred by their By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporations.

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

Notary Public

My Commission Expires:

May 31, 1968

Residing at Portland, Oregon

State of IDAHO)
: ss
County of Ada)

On the 11 day of April, 1966, before me, a Notary Public, personally appeared Ralph T. Gibson to me personally known to be the President of INTERMOUNTAIN GAS CO., who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred according to law, and acknowledged to me said instrument to be the free act and deed of said corporation.

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

Robert B. Hodges
Notary Public

My Commission Expires:

Feb. 14, 1970

Residing at Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA, ss.
Filed for record at the request of Union Pacific Railroad Co.

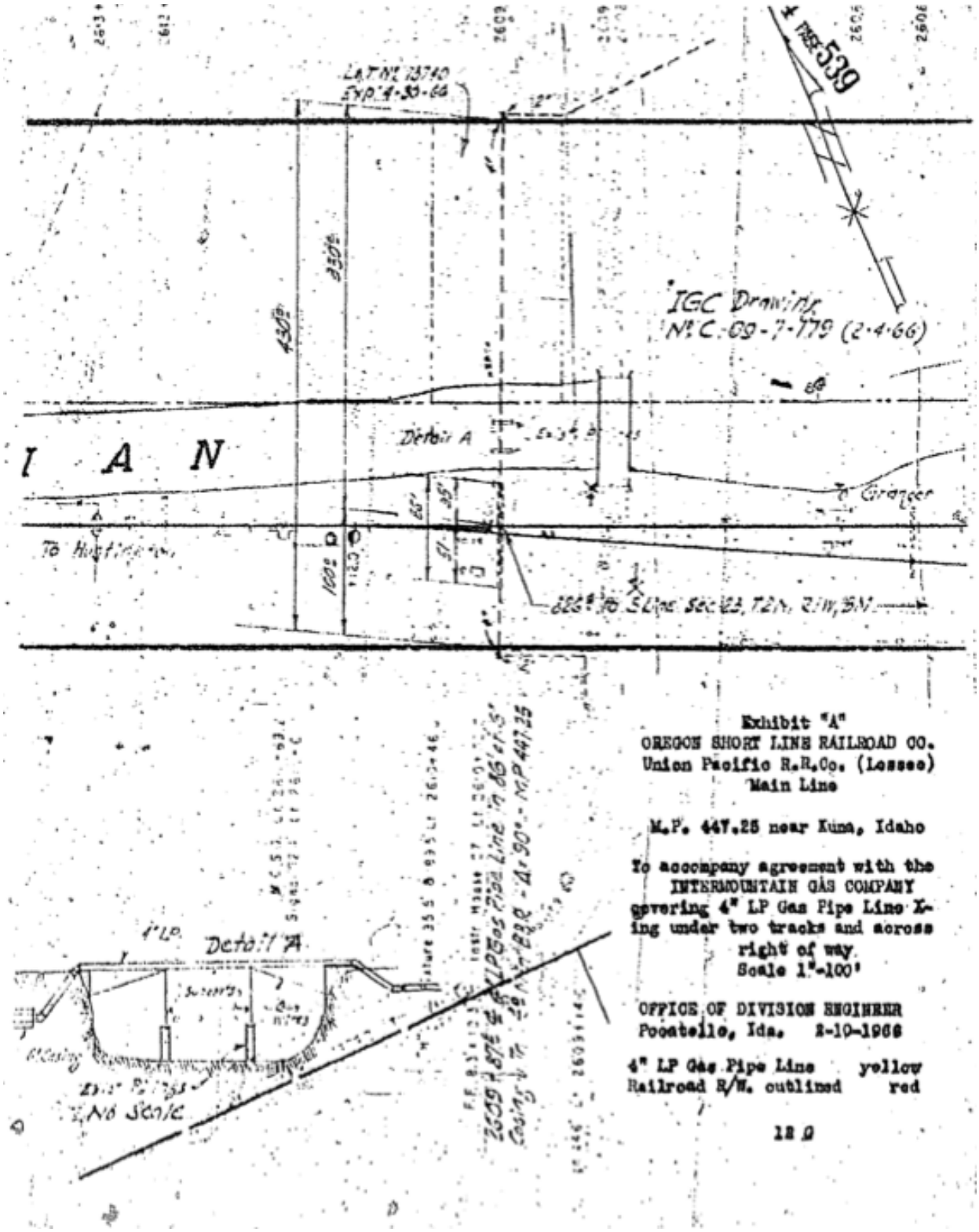

LAT. Nº 13740
EXP. 4-30-66
IGC Drawing
Nº C-69-7-179 (2-4-66)
Detail A
To Hagerman
To Glenns Ferry
To Gooding
Exhibit "A"
OREGON SHORT LINE RAILROAD CO.
Union Pacific R.R.Co. (Lessee)
Main Line
M.P. 447.25 near Kuna, Idaho
To accompany agreement with the
INTERMOUNTAIN GAS COMPANY
covering 4" LP Gas Pipe Line X-
ing under two tracks and across
right of way.
Scale 1"=100'
OFFICE OF DIVISION ENGINEER
Pocatello, Ida. 2-10-1968
4" LP Gas Pipe Line yellow
Railroad R/W. outlined red
12 D

EXHIBIT F

(RECORD OF PATENTS.)

4—407 a-tyr.

331

The United States of America,

To all to whom these presents shall come, Greeting:

Desert Lands.

Certificate No. 533.

WHEREAS, FREMONT H. TEED

has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Boise, Idaho, whereby it appears that full payment has been made by the said Fremont H. Teed

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the south half of the southwest quarter, the northwest quarter of the southeast quarter, and the south half of the southeast quarter of Section twenty-three in Township two north of Range one west of the Boise Meridian, Idaho, containing two hundred acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Fremont H. Teed:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Fremont H. Teed and to his heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Fremont H. Teed and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty-sixth day of October, in the year of our Lord one thousand nine hundred and seven and of the Independence of the United States the one hundred and thirty-second.

(SEAL)

By the President: Theodore Roosevelt

By F. M. McKean, Secretary.

H. Y. Benford, Recorder of the General Land Office.

EXHIBIT G

(RECORD OF PATENTS.)

4—407 a-4yr.

332

The United States of America,

To all to whom these presents shall come, Greeting:

Desert Lands.

Certificate No. 602.

WHEREAS, LANETA B. YOUNG, Assignee of Donnie Young,

has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Boise, Idaho, whereby it appears that full payment has been made by the said Laneta B. Young

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the east half of Section twenty-six in Township two north of Range one west of the Boise Meridian, Idaho, containing three hundred twenty acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Laneta B. Young:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Laneta B. Young and to her heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Laneta B. Young and to her heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty-sixth day of October, in the year of our Lord one thousand nine hundred and seven and of the Independence of the United States the one hundred and thirty-second.

(SEAL)

By the President: Theodore Roosevelt

By F. M. McKean, Secretary.

H. W. Sanford, Recorder of the General Land Office.

EXHIBIT H

Pioneer Title Company
8151 W. Rifleman St.
Boise, ID 83704
208-377-2700

PioneerTitleCo. GOING BEYOND

Invoice

Date: 06/09/2020
Number: 100054

White, Peterson, Gigray & Nichols, P.A.
5700 E. Franklin Road, Suite 200
Nampa, ID 83687

Attn:

Please remit payment to:
Pioneer Title Company of Ada County
8151 W. Rifleman
Boise, ID 83704

Reference No.: City of Kuna

Title Officer: John A. Smith
Direct: (208) 373-3654

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
725498	City of Kuna	City of Kuna	Guarantee - Litigation Guarantee		$1,815.00
				Total	**$1,815.00**

Property Address: 00 TBD, Kuna, ID 83634
Legal Description:
Property County: Ada
Sales Price: $500,000.00
Loan Amount:

Total Due	**$1,815.00**

Policy Issuing Agent For:
Old Republic National Title Insurance Company

Litigation Guarantee

File No.: 725498

Schedule A

Guarantee No.: ZB-8030166
Effective Date: August 14, 2020 7:00AM

Liability: $500,000.00
Fee: $1,815.00

1. Name of Assured:

   WHITE, PETERSON, GIGRAY & NICHOLS, P.A. and The City of Kuna

2. Title to said estate or interest at the date hereof is vested in:

   Unknown Heirs of Fremont H. Teed and Laneta B. Young, the original Patentees of said premises

3. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

   FEE SIMPLE

4. The land referred to in this Guarantee is situated in the State of Idaho, County of Ada, and is described as follows:

   See Exhibit A attached hereto and made a part hereof.

Guarantee No.: ZB-8030166 File No.: 725498
Reference No.:

Schedule B

EXCEPTIONS:

1. Said real property is presently assessed as exempt from taxation. Any change in the status thereof either in ownership or otherwise, shall cause a re-assessment of said premises as more fully set forth in section 63-602Y of the Idaho Code.

2. Sewer charges and special assessments, if any, for the City of Kuna.
   Fax: (208) 922-5989

3. Levies and assessments of the following district and the rights and powers thereof as provided by law.
   District: Boise-Kuna Irrigation District
   Ph: (208) 922-5608

4. Reservations in U.S. Patent
   Recorded: October 15, 1908
   Instrument No.: 21300
   As Follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law...and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."
   Affects that portion of said premises lying within the South Half of the SE1/4 of said Section 23

5. Reservations in U.S. Patent
   Recorded: August 13, 1909
   Instrument No.: 25416
   As Follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law...and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."
   Affects that portion of said premises lying within the NE1/4 of the NE1/4 of said Section 26

6. Rights of way as disclosed by available maps.
   For: N. Bridge Avenue aka Old Oregon Trail, South Branch (S.A.P. 136-B)
   Note: Unrecorded Contract between Oregon Short Line Railroad and State of Idaho Audit No. 44388

7. Terms, conditions, and provisions of Pipe Line Crossing Agreement Agreement:
   Between: Oregon Short Line Railroad Company and Village of Kuna
   Dated: November 10, 1916
   Recorded: November 10, 1916
   Instrument No.: 66789

Guarantee No.: ZB-8030166 File No.: 725498
Reference No.:

8. Terms, conditions, and provisions of Water Pipeline Agreement:
   Between: Oregon Short Line Railrod and Village of Kuna
   Dated: February 5, 1920
   Recorded: February 21, 1920
   Instrument No.: 86284

9. Terms, conditions, and provisions of Gas Pipeline Agreement:
   Between: Oregon Short Line Railroad Company and
   Dated:
   Recorded: May 9, 1966
   Instrument No.: 638810

10. Any question that may arise due to shifting or change in the course of the river or creek herein named, or due to said river or creek having changed its course.
    Name of River/Creek: Indian Creek

11. Right of the State of Idaho in and to the portion of said premises, if any, lying in the bed or the former bed of the Indian Creek.

12. Rights and easements of the public for commerce, navigation, recreation and fisheries.
    Re: Indian Creek

13. Matters disclosed by Record of Survey
    Survey No.: 5347
    Recorded: April 10, 2001
    Instrument No.: 101032739

14. Right, title and interest of Union Pacific Railroad Company, a Delaware company, aka Oregon Short Line Railroad Company, a Utah corporation, by reason of a congressional grant and the Plats of Townsite of Kuna, recorded in Book 3 of Plats page 140 and Amended Plat of Kuna recorded in Book 4 of Plats, Page 187.

END OF EXCEPTIONS

Guarantee No.: ZB-8030166 File No.: 725498
Reference No.:

Schedule C

The necessary Parties (other than those having a claim or interest by reason of matters shown in Exceptions numbered 1 to 14) to be made defendants in an action to

File an Eminent Domain Action

subject to the exceptions listed above, to be brought by

WHITE, PETERSON, GIGRAY & NICHOLS, P.A. and The City of Kuna

as Plaintiff are as follows:

Union Pacific Railroad

1400 Douglas Street

Omaha, NE 68179

"This Guarantee is restricted to the use of the Assured and is only for the purpose of providing information to facilitate said action affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is not a Commitment nor an obligation by the Company to issue any Policy or Policies of Title Insurance insuring said land, and it is not to be used as a basis for closing any transactions affecting title to said land."

"Upon request within 60 days from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by Endorsement to include the recording of a Notice of Pending Action. Such an Endorsement will show additional exceptions and therefore exclude from coverage those matters attaching subsequent to the effective date of the Guarantee, but prior to the issuance of the Endorsement."

"The Company may, BUT IS NOT OBLIGATED TO, issue additional Endorsements extending the effective date of the Guarantee at the request of the Assured. The fee for such Endorsements will be charged according to the Company's filed rate schedule for such Endorsement. The Company will not, and accepts no obligation to, issue an Endorsement extending the effective date to, or beyond, the date of any foreclosure sale of the premises, or date of forfeiture."

"Attention is invited to the Solders' and Sailor's Civil Relief Act of 1940 and amendments thereto which could limit or inhibit a foreclosure or forfeiture action."

"Attention is invited to the Federal Tax Lien Act of 1966 and amendment thereof which among other things provides for the giving of written notice in a specific manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a Federal Tax Lien. Upon request, the 30th day preceding the date of sale or forfeiture, the Company will issue an endorsement identifying any Federal Tax Liens which may have been placed of record subsequent to the effective date of this

Guarantee No.: ZB-8030166 File No.: 725498
Reference No.:

Guarantee; however, the Company accepts no responsibility for determining said 30th day nor for issuing such endorsement without request therefor."

"Attention in invited to Section 1825(b)(2) in Title 12 of the United States Code which may require the consent of an agency of the United States for any foreclosure sale or forfeiture to be effective."

Guarantee No.: ZB-8030166

File No.: 725498
Reference No.:

EXHIBIT A

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

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

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

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

1. South 65'31'14" East, a distance of 350.66 feet, and
2. South 24'28'46" West, a distance of 230,00 feet to the southwesterly corner of said OSLRR Tract, said corner also being a point on a line lying 230.00-feet southerly of, and parallel with, the northerly right-of-way line of said Oregon Short Line Railroad;

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

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

thence leaving said parallel line, North 20°43'28" East, coincident with the easterly line of said Rose Park,a distance of 230.00 feet to a point on the northerly right-of-way line of said Oregon Short Line Railroad; thence coincident with said northerly right-of-way line, the following two (2) consecutive courses and distances:

Guarantee No.: ZB-8030166 File No.: 725498
Reference No.:

EXHIBIT A

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

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

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

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

1. South 65'31'14" East, a distance of 350.66 feet, and
2. South 24'28'46" West, a distance of 230,00 feet to the southwesterly corner of said OSLRR Tract, said corner also being a point on a line lying 230.00-feet southerly of, and parallel with, the northerly right-of-way line of said Oregon Short Line Railroad;

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

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

thence leaving said parallel line, North 20°43'28" East, coincident with the easterly line of said Rose Park,a distance of 230.00 feet to a point on the northerly right-of-way line of said Oregon Short Line Railroad; thence coincident with said northerly right-of-way line, the following two (2) consecutive courses and distances:

Litigation or Trustee's Sale Guarantee

ZB-8030166

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company. a Minnesota corporation, herein called the Company.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company

Issued by:
Pioneer Title Company of Ada County
8151 W. Rifleman Street
Boise, ID 83704

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612-371-1111)

An authorized Agent of:
Old Republic National Title Insurance Company

Authorized Signatory

By

President

Attest

Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

a the " Assured": the party or parties named as the Assured in this Guarantee; or on a supplemental writing executed by the Company

b "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

a Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

b (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.

c Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

d (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records and which are created, suffered, assumed or agreed to by one or more of the Assureds: (b) which result in no loss to the Assured: or (c) which do not result in the invalidity or potential invalidity of any judicial or non judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

a The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

b If the Company elects to exercise its options as stated in Paragraph 5(a), the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

c Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction, and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

d In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company s expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. **Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee that constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. **Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

a To Pay or Tender Payment of the Amount of liability or to Purchase the Indebtedness. The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee, or if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured, the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

b To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant. To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' lees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability.**

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

a the amount of liability stated in Schedule A;

b the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

c the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability.**

a If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the matters assured against by this Guarantee in a reasonably diligent manner by any method including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss caused thereby.

b In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated

herein.

c The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment of Loss.**

a No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. **Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured, the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. **Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to this Guarantee; Guarantee Entire Contract.**

a This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim shall be restricted to this Guarantee.

c No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer, or authorized signatory of the Company.

15. **Notices, Where Sent.**
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

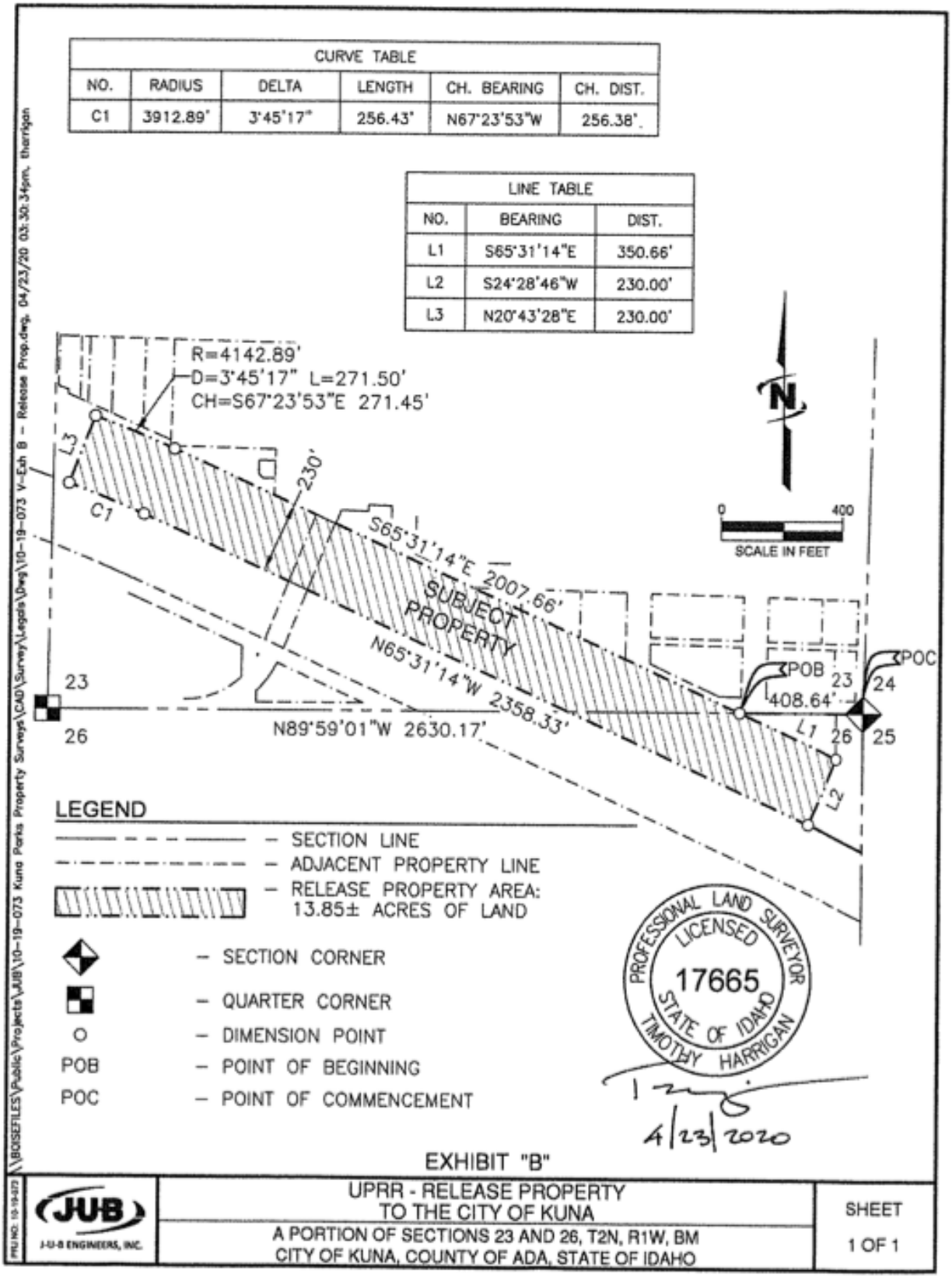

CURVE TABLE
NO. | RADIUS | DELTA | LENGTH | CH. BEARING | CH. DIST.
C1 | 3912.89' | 3°45'17" | 256.43' | N67°23'53"W | 256.38'
LINE TABLE
NO. | BEARING | DIST.
L1 | S65°31'14"E | 350.66'
L2 | S24°28'46"W | 230.00'
L3 | N20°43'28"E | 230.00'
R=4142.89'
D=3°45'17" L=271.50'
CH=S67°23'53"E 271.45'
230'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

EXHIBIT I

8368529

EXHIBIT B-236

OFFICIAL MINUTES

WHEREAS, the Transportation Board did determine at the November 16, 1983 meeting that a portion of State Highway Number SH 69 in the City of Kuna between the junction of SH 69 with Ten Mile Road and the junction of SH 69 with Orchard Street as shown on Exhibit "A" attached hereto should be removed from the State Highway System, and

WHEREAS, the opportunity for a systems action public hearing was afforded on October 27, 1983, in the matter concerning said removal.

NOW THEREFORE BE IT RESOLVED, that the portions of State Highway Number SH 69 between the junction of SH 69 with Ten Mile Road and the junction of SH 69 with Orchard Street, be and hereby is relinquished to the City of Kuna effective January 1, 1984. Coincident with said relinquishment, all right, title and interest of the State in and to said highway and the right-of-way appurtenant thereto, are released to the City of Kuna as their interests may appear.

Recommended:

Section Head

APPROVED:

Administrator
Division of Highways

APPROVED AS TO FORM:

12-7-83
Date

IDAHO TRANSPORTATION BOARD

Chairman

Vice Chairman

Member

Ada County, Idaho, ss
Request of
PIONEER TITLE CO
TIME 3:30p M.
DATE 12-27-83
JOHN BASTIDA
RECORDER
By Judy Capparelli
Deputy

EXHIBIT B-236

STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 1st day of December, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL C. MOORE, LLOYD F. BARRON, and ROY I. STROSCHEIN, known to me to be the Chairman, Vice Chairman, and Member, respectively, of the Idaho Transportation Board of the State of Idaho, which Idaho Transportation Board executed the within instrument, and acknowledged to me that the said Idaho Transportation Board of the State of Idaho executed the same for the State of Idaho.

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

Mary Brooks
Notary Public for Idaho
Residing in Boise, Idaho

(SEAL)

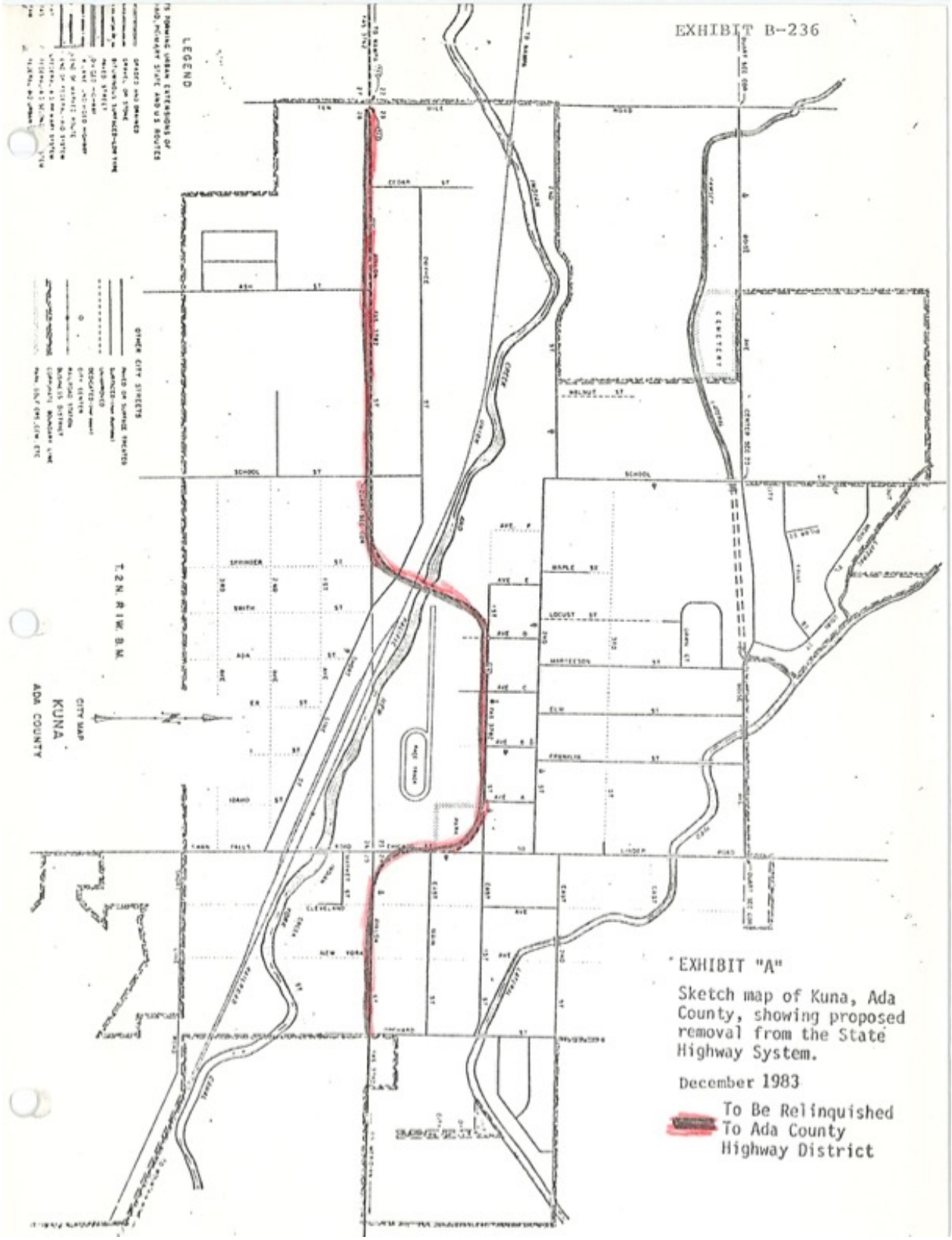

EXHIBIT B-236
LEGEND
KUNA
ADA COUNTY
T.2N R.1W B.M.
EXHIBIT "A"
Sketch map of Kuna, Ada County, showing proposed removal from the State Highway System.
December 1983
To Be Relinquished To Ada County Highway District

EXHIBIT J

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

INTERMOUNTAIN GAS COMPANY
PIPELINE EASEMENT

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

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

[LEGAL DESCRIPTION TO BE PROVIDED BY CITY]

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

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

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works, or other structures upon, over, or under the above described tract of land or that would interfere with said pipeline or lines or COMPANY'S rights hereunder. COMPANY shall have the right, but not the obligation, to cut and clear trees and shrubbery from the above described tract of land.

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

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

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

_____

By:_____

STATE OF _____)
):ss
COUNTY OF _____)

On this _____day of _____,20_____, before me personally appeared_____
_____known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that ___he executed the same.

(THIS SPACE FOR RECORDING DATA ONLY)

_____
Notary Signature

Notary Public, _____
County,

State of_____

Residing at_____

(SEAL)

My Commission Expires:_____

_____Project No._____
City_____County_____

EXHIBIT K

(Reserved for Ada County Recorder)

PERMANENT EASEMENT

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

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly depicted on Exhibit “A” attached hereto and by this reference incorporated herein (hereinafter “Servient Estate”).

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

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

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

SECTION 2. Grant of Easement and Authorized Uses.

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

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

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

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

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

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

SECTION 4. Appurtenant.

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

SECTION 5. Maintenance.

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

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

SECTION 6. Indemnification.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome GRANTOR from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by ACHD or ACHD's officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of ACHD's construction, use and maintenance on the Servient Estate. Any such indemnification hereunder by ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9,

title 6, Idaho Code). Such indemnification hereunder by ACHD shall in no event cause the liability of ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of GRANTOR.

SECTION 7. Recordation.

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

TO HAVE AND TO HOLD this Easement unto ACHD forever.

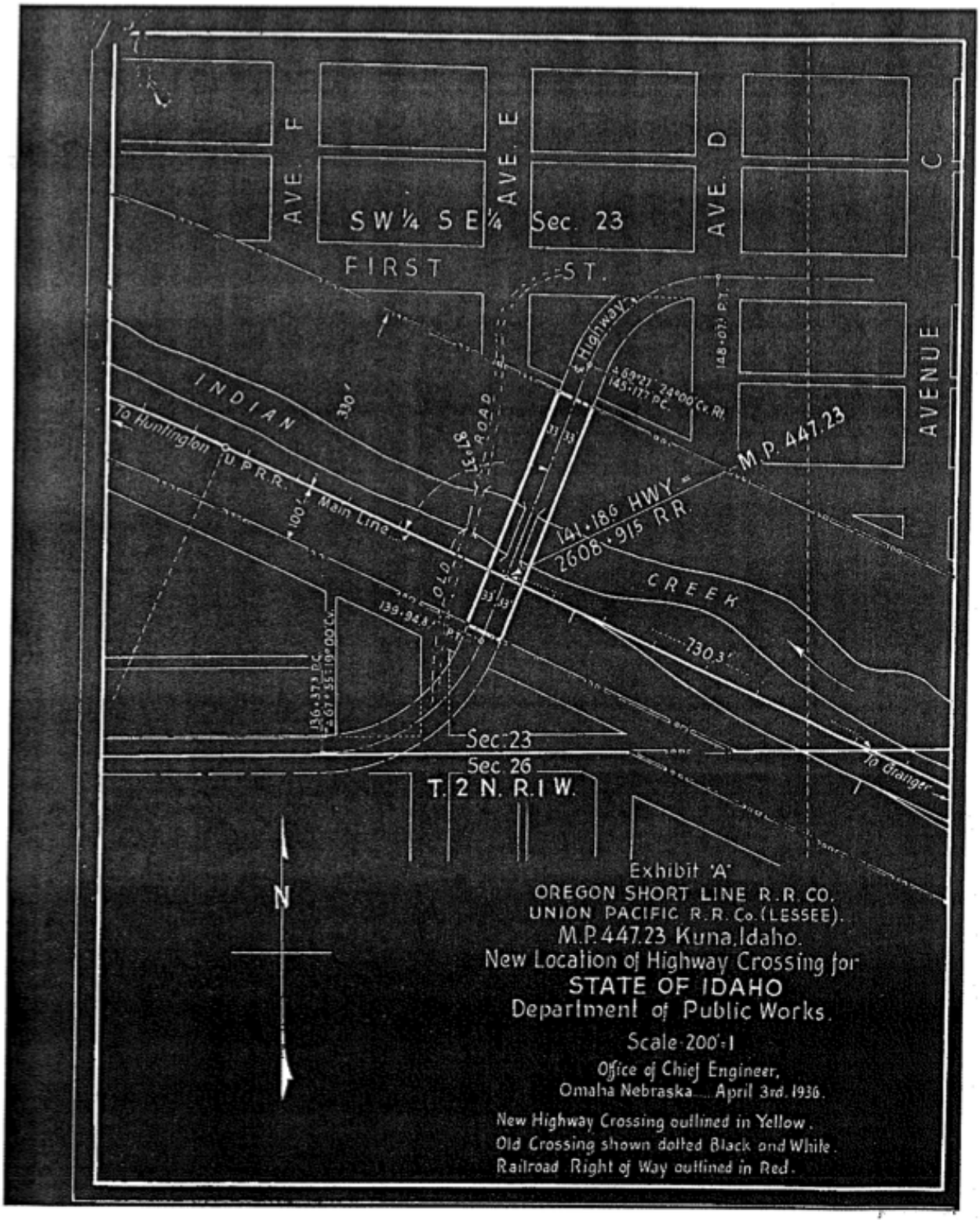
GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate; and, GRANTOR warrants to ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

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

GRANTOR

_____

By:
Its:


AVE. F
AVE. E
AVE. D
AVENUE C
SW¼ SE¼ Sec. 23
FIRST ST.
Highway
INDIAN ROAD
To Huntington
U.P.R.R. Main Line
100'
330'
M.P. 447.23
141+18.6 HWY =
2608+91.5 R.R.
CREEK
730.3'
Sec. 23
Sec. 26
T. 2 N. R. 1 W.
To Granger
N
Exhibit 'A'
OREGON SHORT LINE R.R. CO.
UNION PACIFIC R.R. Co. (LESSEE).
M.P. 447.23 Kuna, Idaho.
New Location of Highway Crossing for
STATE OF IDAHO
Department of Public Works.
Scale 200'=1
Office of Chief Engineer,
Omaha Nebraska April 3rd. 1936.
New Highway Crossing outlined in Yellow.
Old Crossing shown dotted Black and White.
Railroad Right of Way outlined in Red.

PRE-LITIGATION SETTLEMENT AGREEMENT

Parties:

City of Kuna	City Hall 751 W. 4th Street Kuna, ID 83634
Union Pacific Railroad Company, aka **Oregon Short Line Railroad Company,** which was merged into the Union Pacific Railroad Company on December 30, 1987	1400 Douglas Street Omaha, NE 68179
Intermountain Gas Company	P.O. Box 5650 Bismarck, ND 58506-5650
Ada County Highway District	3775 N. Adams Street Garden City, ID 83714

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, which are a material part of the Agreement, the Parties agree as follows:

SECTION 1
DEFINITIONS

For purposes of this Agreement, the following terms in **bold** print shall have the definitions as stated herein as set forth in each subsection of this section, unless the context of the word clearly requires otherwise.

1.1 **Act:** means and refers to the Federal Government General Railroad Right-of-Way Act of March 3, 1875, ch. 152, § 1, 18 Stat. 482 (most recently codified at 43 U.S.C § 934 (repealed)).

1.2 **Agreement:** means and refers to this *Pre-Litigation Settlement Agreement*.

1.3 **Bridge Ave.:** means and refers to that certain Bridge Ave. Public Right-of-Way within which lies the Bridge Ave. highway that crosses the Subject Real Property as depicted on the Survey Bridge Ave. and in the Public Highway Crossing Contract.

1.4 **City:** means and refers to the *City of Kuna*, an Idaho municipal corporation Party to this Agreement.

1.5 **Court of Competent Jurisdiction:** means and refers to the 4th District Court of the State of Idaho, in and for the County of Ada.

1.6 **Federal Government:** means and refers to the federal government of the United States of America.

1.7 **Gas Company**: means and refers to the *Intermountain Gas Company*, an Idaho general business corporation also known as Intermountain Gas Co., Party to this Agreement.

1.8 **Gas Pipeline:** means and refers to the gas pipeline which is the subject of the Gas Pipeline Agreement.

1.9 **Gas Pipeline Agreement:** means and refers to that certain *Gas Pipeline Agreement* (L.D. No. 20153) by and between the Oregon Short Line Railroad Company (now merged with the Union Pacific Railroad Company) and the Gas Company recorded in the records of Ada County on May 9, 1966 as Instrument No. 638810, a true and correct copy of which is attached hereto and marked Exhibit E and by this reference included in this definition.

1.10 **Highway District:** means and refers to *Ada County Highway District*, a county-wide highway district organized and existing pursuant to Chapter 14 of Title 40 Idaho Code, Party to this Agreement.

1.11 **ITD:** means and refers to the *Idaho Transportation Department* established and existing pursuant to Chapter 5 of Title 40 Idaho Code.

1.12 **ITD Relinquishment SH 69:** means and refers to the official minutes, of December 7, 1983, of the Transportation Board of ITD (the "Board") wherein said Board removed from the Board's State Highway System a portion of SH 69 between the junction of SH 69- and Ten-Mile Road, to the junction of SH 69 and Orchard Street, and the Board relinquished its rights thereto to the City. This relinquishment is recorded in the Ada County Recorder's office as Instrument No. 8368529 a true and correct copy of which is attached hereto and marked Exhibit I and by this reference included in this definition.

1.13 **Order of Condemnation:** means and refers to an order of condemnation and judgment of the Subject Real Property in favor of the City entered by the Court of Competent Jurisdiction and against Teed, Young and all the other Parties to this Agreement.

1.14 **Parties:** means and refers to the City, Highway District, Railroad, and the Gas Company, all of whom are Parties to this Agreement.

1.15 **Public Highway Crossing Contract:** means and refers to a contract attached to this Agreement as Exhibit D, which is titled "Public Highway Crossing at Kuna, Idaho" and is by and between the Oregon Short Line Railroad Company, Union Pacific Railroad

Company and the State of Idaho. There are multiple numerical identifiers on the face of this contract including L.D. No. 9265, Audit No. 44388, and Contract Dept. No. 22904. The contract is dated 11/10/1937. Supplement No. 1 dated the 15th day of June, 1938, is also part of this contract and is included in the attached Exhibit D. The attached and marked Exhibit D is included in this definition by this reference.

1.16 Railroad: means and refers to the *Union Pacific Railroad Company*, a Delaware corporation, Party to this Agreement.

1.17 Subject Real Property: means and refers to that certain real property located within the City consisting of 13.85 acres more or less as legally described and depicted in the Survey Subject Real Property. The Subject Real Property is additionally depicted for illustrative purposes in the attached Exhibit B. The attached and marked Exhibit B is included in this definition by this reference; provided, however, that in the event of any conflict between Exhibit B and the Survey Subject Real Property, the Survey Subject Real Property shall control.

1.18 Survey Bridge Ave.: means and refers to survey drawing attached to this Agreement as Exhibit C. The survey was completed by Civil Survey Consultants, Inc. by Glenn K. Bennett, Professional Land Surveyor No. 5082. This survey is also identified on its face as Record of Survey No. 5347 recorded in the records of Ada County as Instrument No. 101032739 attached to this Agreement and by this reference included in this definition. The attached and marked Exhibit C is included in this definition by this reference.

1.19 Survey Subject Real Property: means and refers to Exhibit A which contains a survey drawing and legal description by J-U-B Engineers, Inc. by Timothy Harrigan, Professional Land Surveyor No. 17665. Exhibit A is dated 4/23/2020, and further identified on its face as J-U-B Project No. 10-19-073. Exhibit A is attached to this Agreement and by this reference included in this definition.

1.20 Teed: means and refers to *Fremont H. Teed* and to his unknown surviving heirs and devisees.

1.21 Teed Patent: means and refers to that certain *Patent Desert Lands Certificate No. 533*, dated October 26, 1907, which conveys the Federal Government's interest to Fremont H. Teed to certain real property located in the south half of the southwest quarter, the northwest quarter of the southeast quarter, and the south half of the southeast quarter of Section twenty-three in Township two north of Range one west of the Boise Meridian, Idaho containing two hundred acres. According to the Official Plan of the Survey of said lands, returned to the General Land Office by the Surveyor General, a true and correct copy of which is attached marked Exhibit F and by this reference included in this definition.

1.22 Young: means and refers to *Laneta B. Young* and to her unknown surviving heirs and devisees.

1.23 Young Patent: means and refers to that certain *Patent Desert Lands Certificate No. 602*,

dated October 26, 1907, which conveys the Federal Government's interest to Laneta B. Young to certain real property located in the east half of Section twenty-six in Township two north of Range one west of the Boise Meridian, Idaho containing three hundred twenty acres. According to the Official Plan of the Survey of said lands, returned to the General Land Office by the Surveyor General, a true and correct copy of which is attached marked Exhibit G and by this reference included in this definition.

SECTION 2
RECITALS

The Parties recite and declare:

2.1 The City Council of the City intends to use its eminent domain authority, pursuant to Idaho Code Section 7-701, to condemn and acquire ownership of the Subject Real Property for public grounds and buildings uses by the City for which ownership of the Subject Real Property is necessary; and

2.2 The Railroad has easements rights to the Subject Real Property pursuant to the Act; and

2.3 The unknown heirs and devisees of Teed may have a claim of ownership rights to those portions of the Subject Real Property which are within the legal description of the Teed Patent; and

2.4 The unknown heirs and devisees of Young may have a claim of ownership rights to those portions of the Subject Real Property which are within the legal description of the Young Patent; and

2.5 Due to the fact that both Young and Teed would have at least been the age of majority at the time they obtained their respective patents in 1907, they would today, at a minimum, be 131 years of age if they were still living. Therefore, the City conducted a search for any probate of their estates and for their heirs and devisees and did not find any evidence or record that the Young and Teed properties were ever conveyed via any will or probate proceeding.

2.5.1 The City represents to the Parties that the City Attorney contacted the Ada County Clerk's Office and requested information on any probates for Laneta Young and/or Fremont Teed. The Ada County Clerk provided to the City Attorney the following information regarding Laneta Young:

- Laneta Bernice Young (Information Sources: Ada County Clerk's office and findagrave.com (Jon McConnel contributor, memorial ID #47611507)):
    - Born August 1883 in Kansas.
    - Died July 26, 1934 age 50 in Pierce County, Washington, USA (this death date was later revealed to be incorrect by exactly 30 years through the Pierce County, Washington probate records; therefore the correct death date is truly July 26, 1964).

- Buried at Mountain View Memorial Park Lakewood, Pierce County, Washington.
- She moved to Boise in 1890.
- Married Dr. Alvia George Nace on September 29, 1909 in Boise, Idaho.
- Dr. A. George Nace died in 1959.
- Children:
  - Fay Morris Nace, born 1911 and died in 1966.
  - Alvia George Nace, Jr. born in 1914 and died in 1960.
- No probate in Ada County.

2.5.2 The City represents to the Parties that the City Attorney was advised by the Ada County Clerk's office that Laneta Young (married surname Nace) is buried in Pierce County, Washington, and the City Attorney requested the Pierce County Washington Court to provide probate records for a Laneta Nace and was provided the following records regarding an estate filed in the Superior Court of the State of Washington for Pierce County entitled "In the Matter of the Estate of LaNeta B. Nace," Case No. 72792, which includes the following:

- *Petition for Probate of Will.*
  - Executed by Fay M. Nace, petitioner, on August 4, 1964, Executor.
  - Attached to the Petition was The Last Will and Testament of LaNeta B. Nace dated February 26, 1964 which lists:
    - One son: Fay M. Nace.
    - Four Grandchildren:
      - Roger A Nace.
      - George Nace.
      - Richard Nace.
      - Gregory Nace.
    - The Will also devised all of her estate to Fay M. Nace except for 2% of her net estate to each of her four grandchildren (which was listed in the inventory and appraisement in excess of $15,000.00). The amount of $25,000 was probate value listed in the Petition.
- *Order Admitting Will to Probate.*
  - August 4, 1964.
  - Finds that LaNeta B. Nace died on July 26, 1964.
- *Petition for Order of Solvency.*
  - Dated August 4, 1964, verified by Fay M. Nace, and filed by Attorney of Record Conrad, Kane & Vanderberg.
  - Lists Gross Estate Value of $40,000 and Net Estate Value of $25,000.
- *Order of Solvency.*
  - August 4, 1964.
- *Inventory.*
  - August 4, 1964 executed by Fay M. Nace and his Attorney of Record, Robert M. Kane.
  - Does not reference the Young Patent.
- *Declaration of Executor Upon Completion of Probate.*

- March 16, 1965 by Fay M. Nace
- States that the administration of the estate having been completed and the property distributed closed the Probate. No mention of any ancillary probate in the State of Idaho on any document provided by the Pierce County Court regarding this probate.

2.5.3 The City represents to the Parties that in regards to Fremont Haswell Teed, the City Attorney requested the Ada County Clerk to provide copies of any probate of Fremont Haswell Teed or his heirs and was provided with the following information (Information Source: Ada County Clerk's office and Find a Grave memorial ID # 40698936):

- Born November 1862 in Lake Mills, Jefferson County, Wisconsin.
- Died August 26, 1942 - age 79 in Kuna, Idaho.
- Buried in Kuna Cemetery.
- Wife Lucy Catherine Rogers Teed married September 4, 1885, in Polk County, Iowa.
- Was the first Postmaster of Kuna, appointed July 21, 1905.
- Was vice president of Kuna Savings Bank.
- President of the Kuna Mercantile Company.
- Children:
  - Ryle Roget Teed (no probate found in Ada County) born 1887 and died 1971.
  - Hazel T. Teed born 1891 and died in 1978. Ada County Probate No. 3 P 5955.
  - Currie Noel Teed born 1904 and died in 1988. Ada County Probate No. 3P 13734.
- Reference to Fremont Teed being issued a Patent of ownership of the 200 acres on October 26, 1907 referenced in the Kuna Kompass, Volume 4, Issue 1 March, 2016.
- There are no records in the Ada County Court as to any probate of Fremont Haswell Teed's estate. There was the following information regarding the probate of Fremont Teed's heirs' estates in Ada County Court Probate Records:

  - *Estate of Hazel T. Teed* (at death known as Hazel T. Painter); filed Ada County on January 10, 1979; Probate Case No. is 3P-5955.
    - Date of Death: November 24, 1978.
    - Survived by his son Robert T. Painter whose address on the 31st of October 1979 was 530 Farmington Place, Gretna, Louisiana, 70053.
    - His wife Edna Green was deceased.
    - Died testate.
    - The Inventory filed on November 7, 1979 did not list any interest in any real property.
    - Final Accounting and Petition for Settlement and Distribution of the Testate Estate by Personal Representative was approved December 4,

1979. All property other than payment of claims and expenses of administration, estate tax etc. was distributed to Robert T. Painter.

- *Estate of Currie Noel Teed* filed Ada County on July 24, 1990; Probate Case No. is 3P-13734.
  - Date of Death: December 26, 1988.
  - Survived by his wife Margaret Lavina Teed.
  - Left no will
  - Margaret Lavina Teed was the sole heir at law.
  - Schedule of property list a residence home at 81 Horizon Drive, Boise, Idaho.
  - *Decree Vesting Estate in Surviving Spouse* entered on September 11, 1990.

- *Estate of Margaret L. Teed* filed Ada County on July 24, 1994; Probate Case No. is 3P-16775.
  - Date of Death: June 3, 1994.
  - Survived by her adult son, Stephen R. Teed, of 4177 Minuteman Way, Boise, Idaho 83706, and adult daughter Constance L. Brady of 18860 S. Marylhurst, West Linn, Oregon 97068.
  - Died testate.
  - Stephen R. Teed was the Personal Representative.
  - Margaret L. Teed was married to Currie Teed and had the two children listed above.
  - She was survived by her two children who were the devisees in her Will due to the prior death of her husband.
  - Statement was issued by the Court appointing Stephen Teed as Personal Representative and admitting the Will to Probate and Letters Testamentary were issued, but nothing else and no inventory was filed.

2.6 Based upon the City's representations to the Parties regarding the City Attorney's investigation, there is no evidence that the Young Patent and the Teed Patent were ever identified in any inventory or otherwise the subject of any probate; and

2.7 In regards to the title of the Subject Real Property as identified in the records of the Ada County Recorder's Office, the City has ordered and received from the Pioneer Title Company, a Litigation Guarantee File No. 725498 Policy Issuing Agent Old Republic National Title Insurance Company, effective date August 14, 2020, a true and correct copy of which is attached marked Exhibit H (the "Litigation Guarantee") which reports no evidence of any conveyance of the Teed Patent or the Young Patent to anyone; and

2.8 Based upon the City Attorney's investigation and the Litigation Guarantee, the City will name, in addition to the other Parties to this Agreement as defendants in its eminent domain action of the Subject Real Property, the unknown heirs and devisees of Teed and the unknown heirs and devisees of Young.

2.9 The Gas Company has constructed and maintains a Gas Pipeline within the Subject Real Property pursuant to the Gas Pipeline Agreement; and

2.10 ITD's predecessor, the State of Idaho Department of Public Works, pursuant to the Public Highway Crossing Contract, constructed and maintained Bridge Ave as a public highway right-of-way as it crosses the Subject Real Property; and

2.11 ITD subsequently assumed the rights of the State of Idaho Department of Public Works to Bridge Ave. and for some time continued to maintain the same as part of its State Highway System as a public highway right-of-way as it crosses the Subject Real Property; and

2.12 On December 7, 1983 the Bridge Ave right-of-way was relinquished by ITD to the City pursuant to the ITD Relinquishment SH 69; and

2.13 Subsequent to the ITD Relinquishment SH 69, the Highway District became the sole secondary highway jurisdiction in Ada County, state of Idaho and by operation of law (Chapter 14 of Title 40 Idaho Code (the "Law")) Bridge Ave. and its public right-of-way rights were transferred from the City to the Highway District by operation of Law.

2.14 The City is in need of the Subject Real Property which is necessary for its municipal public uses for purposes of City grounds and buildings as the same lies immediate and adjacent to the City's City Hall property; and

2.15 The City has negotiated with the Railroad for the Railroad's remise, release and quit claim to the City, all of its right, title, interest, estate, claim and demand both at law and in equity to a 1.7 acre parcel that lies adjacent and to the east of the Subject Real Property in consideration of the payment of the sum of THIRTY-NINE THOUSAND NINE HUNDRED FIFTY AND NO/100THS DOLLARS ($39,950.00) and for the Railroad's release of its easement rights to the Subject Real Property in consideration of the payment of the sum of THREE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT AND NO/100THS DOLLARS ($327,588.00) for a total consideration of the payment of the sum of THREE HUNDRED SIXTY-SEVEN FIVE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS ($367,538.00); and

2.16 Due to the fact that the Railroad has only easement rights to the Subject Real Property, its release of those easement rights will only remove the burden of those easement rights on the Teed Patent and the Young Patent and, therefore, the City is not able to obtain fee simple ownership rights to the Subject Real Property by the release of those easement rights alone; and

2.17 Young and Teed each obtained their respective ownership claims to the Subject Real Property in 1907 which was 113 years ago and the identity and location of heirs and devisees of Young and Teed are unknown to any of the Parties; and

2.18 The heirs and devisees of Young and Teed are unknown to the Parties, therefore there is no one for the City to negotiate with to obtain a release of the Young Patent and the Teed Patent claims to the Subject Real Property; and

2.19 In order for the City to obtain ownership of the Subject Real Property, for its intended uses, it is necessary that the City Council of the City exercise its eminent domain rights, pursuant to Idaho Code Section 7-701, to file and prosecute in the Court of Competent Jurisdiction an eminent domain action naming the other Parties as defendants to said action and, in addition, name as defendants the unknown heirs and devisees of Teed and Young; and

2.20 The City, upon obtaining an Order of Condemnation and ownership of the Subject Real Property, will provide the Gas Company with the easement rights to continue to locate and maintain a Gas Pipeline across the Subject Real Property to which the Gas Company is agreeable; and

2.21 The City, upon obtaining and Order of Condemnation and ownership of the Subject Real Property, will provide the Highway District with the easement rights to continue to locate and maintain its Bridge Ave. highway within the Bridge Ave. Public Right-of-Way across the Subject Real Property to which the Highway District is agreeable; and

2.22 The Parties intend by entering into this Agreement to settle their various claims and interests in the Subject Real Property in anticipation and consideration of the City filing an eminent domain action in the Court of Competent Jurisdiction to obtain ownership of the Subject Real Property in accordance with and subject to the terms and conditions of this Agreement.

SECTION 3
SETTLEMENT TERMS AND CONDITIONS

3.1 **City to initiate and prosecute eminent domain action:** The City Council of the City shall complete all necessary actions to file an eminent domain action in the Ada County 4th District Court in and for the State of Idaho (the "Court") to condemn, to the ownership of the City, the Subject Real Property and shall name as defendants in said action all other Parties to this Agreement and the unknown heirs and devisees of Teed and Young (the "Eminent Domain Action").

3.1.1 The City may file and record, in the records of Ada County Recorder, a *lis pendens* covering the Subject Real Property in reference to the Eminent Domain Action; and

3.1.2 The Railroad, the Gas Company, and ACHD will accept service of process of the Eminent Domain Action and will appear in Eminent Domain Action.

3.2 **City to obtain either a default and/or settlement of Unknown Heirs and Devisees of Teed and Young:** The City shall take all reasonable actions required by law in the Eminent

Domain Action to secure the Court over the unknown heirs and devisees of Teed and Young; and

3.2.1 Obtain a default judgment against the unknown heirs and devisees of Teed and Young and, in the event any unknown heirs and devisees Teed and/or Young appear in the Eminent Domain Action, attempt to negotiate a resolution with said heirs and devisees or prosecute the action.

3.3 Settlement of Railroad, Gas Company, and ACHD Claims: The following are the terms and conditions of the Parties' claims in settlement of the Eminent Domain Action, which terms and conditions are as follows:

3.3.1 The City shall complete its performance of the provisions of sections 3.1 and 3.2 of this Agreement and subsequently the Parties will stipulate to the entry of the following Judgement and Order of Condemnation.

3.3.1.1 A Judgment and Order of Condemnation of the Subject Real Property in favor of the City and against the other Parties to this Agreement in accordance with the Condemnation Judgments which will provide:

3.3.1.1.1 *Railroad:* Subject to the condition precedent to the recording of the Judgement and Order of Condemnation, the City shall pay to the Railroad the sum of $39,950.00 as consideration for the Railroad to remise, release, and quit claim to the City all of its right, title, interest, estate, claim and demand both at law and equity to a 1.7 acre parcel of real property that lies adjacent to, and east of, the Subject Real Property, and $327,588.00 as compensation for the Railroad releasing its easement interest in the Subject Real Property. The total sum between these two payments shall be $367,538.00.

3.3.1.1.2 *Gas Company*: A Judgment award that provides that the City, subsequent to the recording of the Order of Condemnation, shall grant and convey and record a deed of easement to Gas Company for the location, maintenance and replacement of the Gas Pipeline consistent with the Gas Pipeline Agreement in the form as set forth in Exhibit E attached to this Agreement. The City shall immediately and diligently work to procure a legal description for the easement area at its own expense. The City and Gas Company agree that the easement shall be forty (40) feet in width, and cover the installed location of the Gas Pipeline, with twenty (20) feet left and twenty (20) feet right of the centerline. Said easement shall be in the form attached hereto as Exhibit J.

3.3.1.1.3 *ACHD:* A Judgment award that provides that the City, subsequent to the recording of the Order of Condemnation, shall grant and convey and record a deed of easement to ACHD for the public highway right-of-way purposes for the location, maintenance and replacement of the portion of Bridge Ave. located on the Subject Real Property in the form as set forth in Exhibit K attached to this Agreement.

SECTION 4
AMENDMENT PROVISIONS

4.1 This Agreement may only be amended in accordance with the following process:

4.1.1 An amendment may be proposed by any Party.

4.1.2 A proposed amendment must be in writing and include this entire Agreement, as then existing, and shall therein include a strike through of any language to be deleted and underline of any new language of the proposed amendment.

4.1.3 A proposed amendment shall contain:

4.1.3.1 The Statement of Purpose, including a statement of how the Parties will be affected by the amendment.

4.1.4 The proposing Party shall also prepare and submit to the other Party the proposed amendment as above stated, together with an amended and reformed agreement form in the event the proposed amendment is approved.

4.1.5 An approved amended and reformed agreement shall be executed by each of the Parties.

SECTION 5
GENERAL PROVISIONS / SAVINGS CLAUSE

5.1 **No Third-Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.

5.2 **Severability:** Should any term or provision of this Agreement, or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not

been contained herein.

5.3 **Counterparts:** This Agreement may be executed by the Parties in counterparts as required by any of the Parties, and each such counterpart shall be deemed an "original".

5.4 **Captions:** The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

5.5 **Choice of Law:** This Agreement shall be governed and interpreted by the laws of the state of Idaho.

5.6 **Assignments:** No Party may assign this Agreement, or any interest therein, without written consent of the other Party; and in the event of assignment, this Agreement shall inure to and be binding upon the Parties hereto as well as their successors, assigns, departments and/or agencies.

♦ ♦ ♦

The undersigned have read the foregoing and fully understand the same and the legal significance of the signatures set forth hereon.

This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this ____ day of _____, 2021.

CITY OF KUNA

By:_____
Joe Stear, *Mayor*

ATTEST:

By:_____
Chris Engels, *City Clerk*

UNION PACIFIC RAILROAD COMPANY, aka
OREGON SHORT LINE RAILROAD COMPANY

By:_____
Its:_____

INTERMOUNTAIN GAS COMPANY

By:_____
Its:_____

ADA COUNTY HIGHWAY DISTRICT
Board of Commissioners

By:_____
Mary May, *President*

ATTEST:

By:_____

_____

W:\Work\K\Kuna, City of 25721\UP Railroad land matter\EMINENT DOMAIN litigation .006\Prelitigation Settlement Agreement Documents\Pre Litigation Settlement Agreement 01-26-21 -Clean with exhibits A-H wfg 4 26 2021.docx

EXHIBIT A

J-U-B ENGINEERS, INC.

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

EXHIBIT "A"
Release Property
City of Kuna
Boundary Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

End of Description.

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

Timothy Harrigan, PLS 17665

4/23/2020
Date



CURVE TABLE					
NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C1	3912.89'	3°45'17"	256.43'	N67°23'53"W	256.38'

LINE TABLE		
NO.	BEARING	DIST.
L1	S65°31'14"E	350.66'
L2	S24°28'46"W	230.00'
L3	N20°43'28"E	230.00'



LEGEND

- SECTION LINE
- ADJACENT PROPERTY LINE
- RELEASE PROPERTY AREA: 13.85± ACRES OF LAND
- SECTION CORNER
- QUARTER CORNER
- O – DIMENSION POINT
- POB – POINT OF BEGINNING
- POC – POINT OF COMMENCEMENT

PROFESSIONAL LAND SURVEYOR LICENSED 17665 STATE OF IDAHO TIMOTHY HARRIGAN

4/23/2020

EXHIBIT "B"

JUB ENGINEERS, INC.

UPRR - RELEASE PROPERTY
TO THE CITY OF KUNA

A PORTION OF SECTIONS 23 AND 26, T2N, R1W, BM
CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO

SHEET
1 OF 1

EXHIBIT B

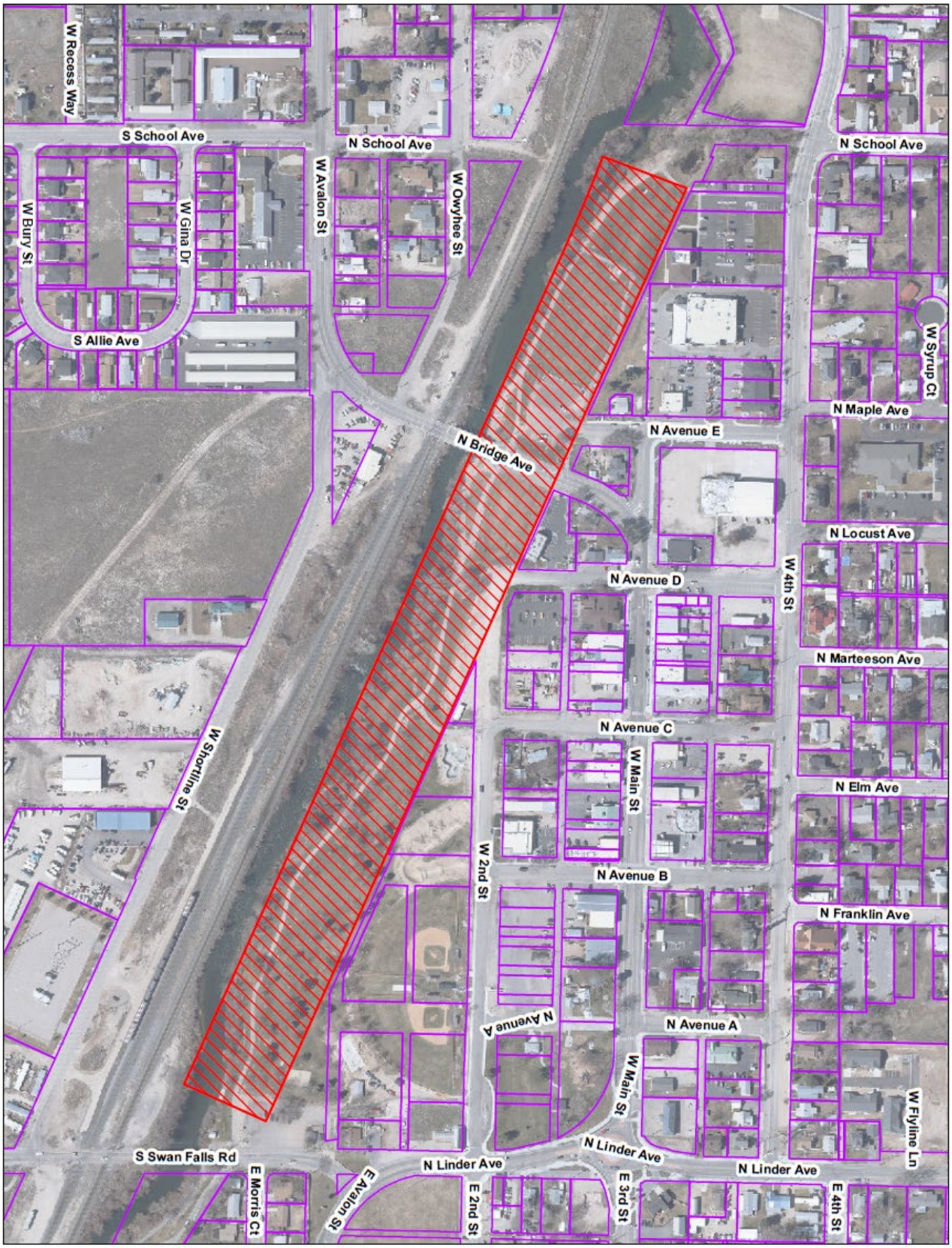

W Recess Way
S School Ave
N School Ave
N School Ave
W Avalon St
W Owyhee St
W Bury St
W Gina Dr
S Allie Ave
W Syrup Ct
N Maple Ave
N Avenue E
N Bridge Ave
N Locust Ave
N Avenue D
W 4th St
N Marteeson Ave
N Avenue C
W Shoshone St
W Main St
N Elm Ave
W 2nd St
N Avenue B
N Franklin Ave
N Avenue A
N Avenue A
W Main St
W Flyline Ln
S Swan Falls Rd
N Linder Ave
N Linder Ave
N Linder Ave
E Morris Ct
E Avalon St
E 2nd St
E 3rd St
E 4th St

EXHIBIT C

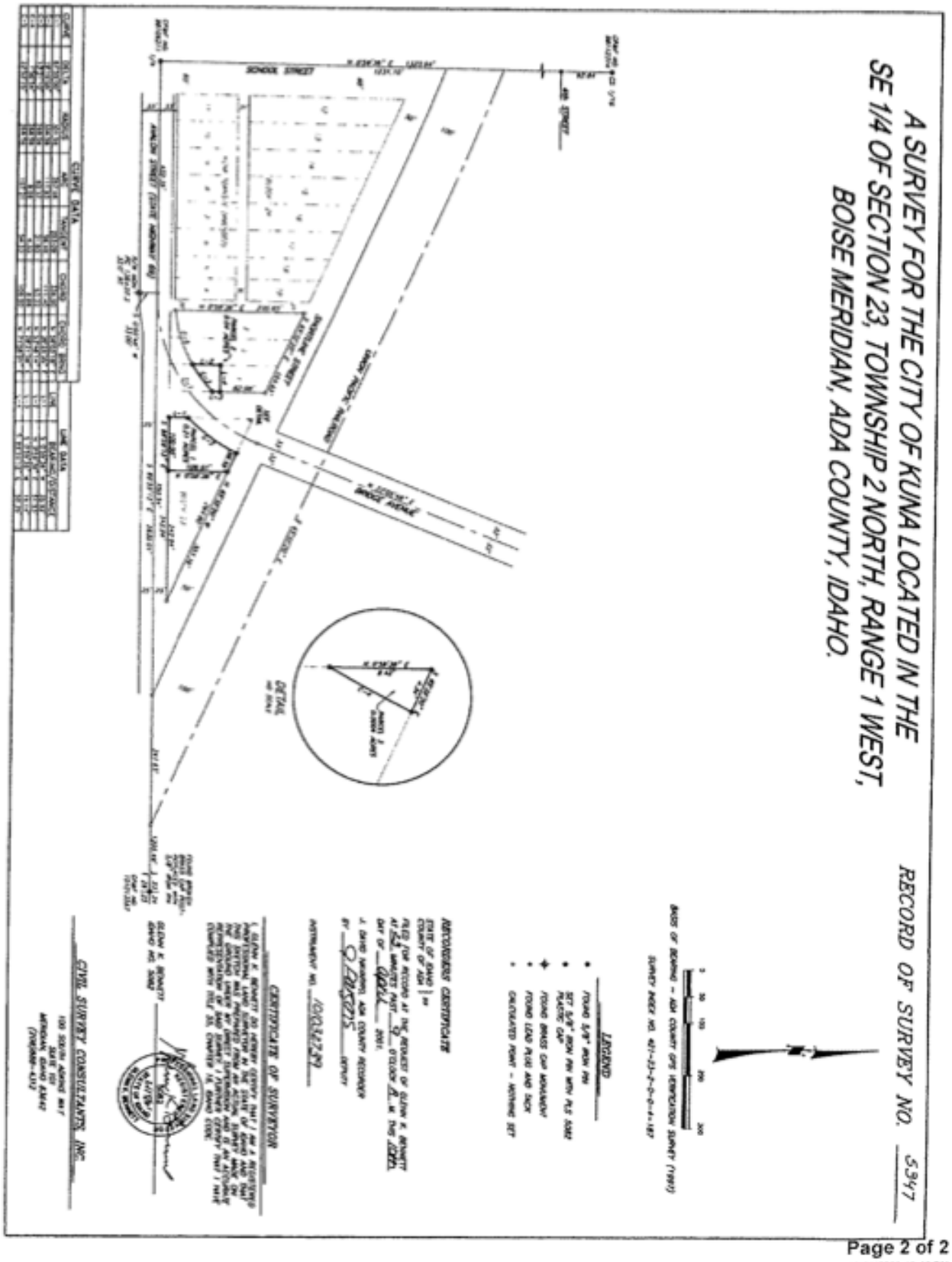

A SURVEY FOR THE CITY OF KUNA LOCATED IN THE
SE 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST,
BOISE MERIDIAN, ADA COUNTY, IDAHO.
RECORD OF SURVEY NO. 5347
LEGEND
RECORDERS CERTIFICATE
CERTIFICATE OF SURVEYOR
CIVIL SURVEY CONSULTANTS, INC.
Page 2 of 2
08/11/2020 12:12 PM

EXHIBIT D

9999 03629019024

REMS COVERSHEET

Audit Number:	44388
Agreement Effective Date:	
Date of Agreement:	11/10/1937
Party Name:	IDAHO; STATE OF
Location:	KUNA, ID
CIRC7 From:	IY294
Milepost From:	0.0000
Box Number:	3629
Batch Number:	05

CONTRACT DEPT. No. 22904

U. P. R. R. CO.
Agreement
Audit No. 44388

C O N T R A C T

L.D. No. 9265 Audit No. 44388

Between

OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

And

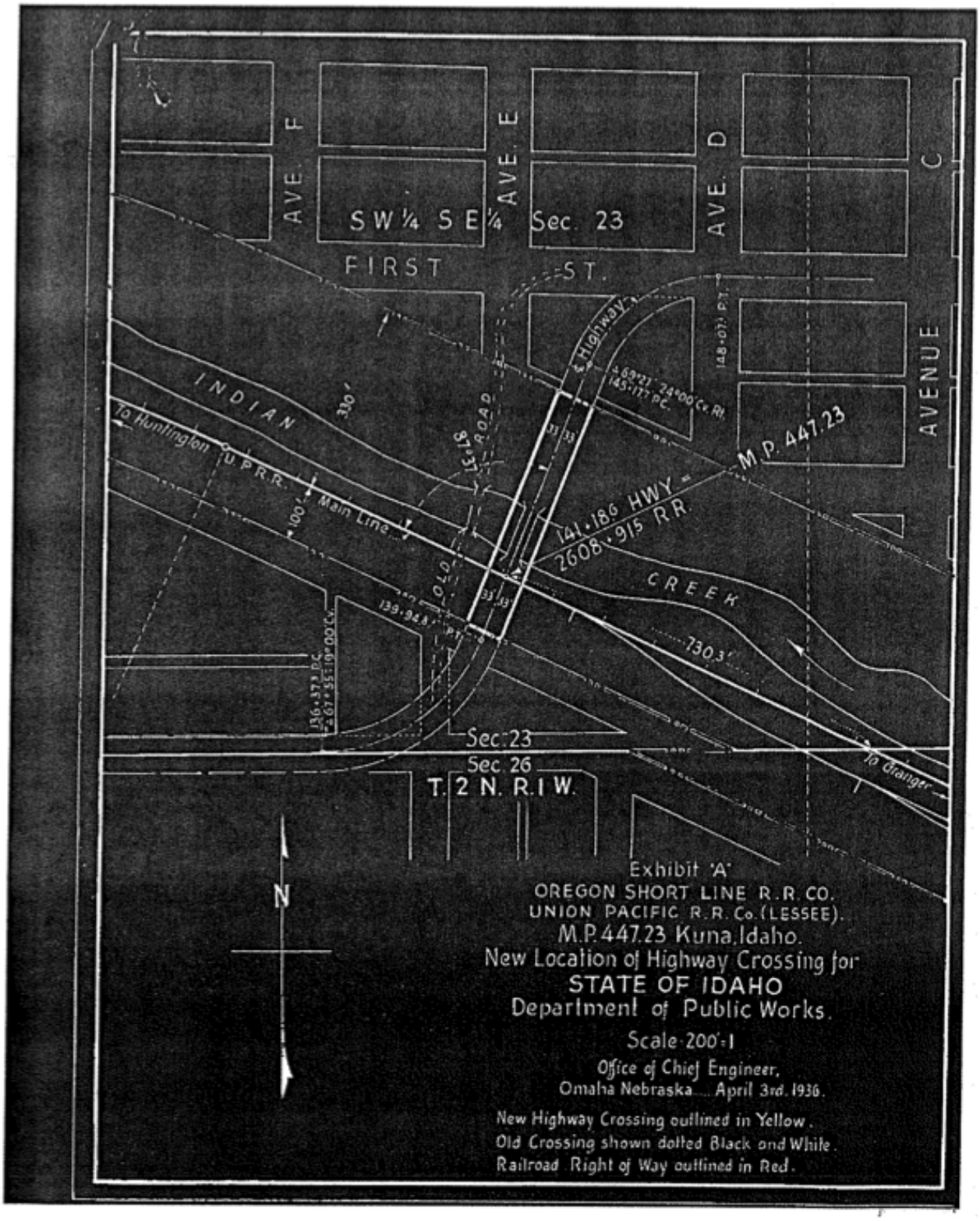
STATE OF IDAHO

****

Public Highway Crossing at

Kuna, Idaho.

44388UP-C


AVE. F
AVE. E
AVE. D
AVE. C
SW¼ SE¼ Sec. 23
FIRST ST.
Highway
148.07 P.T.
69°21' 24°00' Cv. Rt.
145.17 P.C.
AVENUE
INDIAN
330'
87.33' ROAD
M.P. 447.23
To Huntington
U.P.R.R. Main Line
100'
141.186 HWY
2608.915 R.R.
CREEK
OLD
139.94 P.T.
730.3'
136.37 P.C.
267°55'19" 00' Cv.
Sec. 23
Sec. 26
T. 2 N. R. 1 W.
To Grainger
N
Exhibit 'A'
OREGON SHORT LINE R.R. CO.
UNION PACIFIC R.R. Co. (LESSEE).
M.P. 447.23 Kuna, Idaho.
New Location of Highway Crossing for
STATE OF IDAHO
Department of Public Works.
Scale 200'=1
Office of Chief Engineer,
Omaha Nebraska April 3rd. 1936.
New Highway Crossing outlined in Yellow.
Old Crossing shown dotted Black and White.
Railroad Right of Way outlined in Red.

CONTRACT DEPT. No. 22904-A

U. P. R. R. CO.
Agreement
Audit No. 44388-1

SUPPLEMENT NO. 1

to

C O N T R A C T

L. D. No. 9265 Audit No. 44388

Between

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

and

STATE OF IDAHO

Reimbursement for Cost of Constructing Highway Crossing

at

Kuna, Idaho

DUPLICATE ORIGINAL - RAILROAD CO'S. COPY

Form 163
G.S.

Transmittal Slip for Deeds, Contracts, Leases, Etc.

July 11, 1938

Agreement Audit No. 44382-1

Referred to persons or departments shown below for

Terms & Recd

Transmit in order indicated showing date received and date forwarded.

NAME OF THE OFFICIAL FOLLOWED BY INITIALS OF PERSON NOTING, WITH DATE, SHOULD BE PLACED IN THE MARGIN, OR ON THE BACK OF DOCUMENT.

Name of Person or Department	Date Received	Date Forwarded
Auditor of Ls	JUL 12 1938	JUL 16 1938

U.P.R.R. M.A. OFFICE JUL 16 1938 RECD

RETURNED TO AUDITOR FOR MISCELLANEOUS ACCOUNTS

_____ 193__

JUL 16 1938

Form 553 C. S. 244—7-37

Transmittal Slip for
Deeds, Contracts, Leases, Etc.

Omaha Dec 22 1937

Agreement Audit No. 44388

Referred to persons or departments shown below for Record & Return.

Transmit in order indicated showing date received and date forwarded.

NAME OF THE OFFICIAL, FOLLOWED BY INITIALS OF PERSON NOTING, WITH DATE, SHOULD BE PLACED IN THE MARGIN, OR ON THE BACK OF DOCUMENT.

Name of Person or Department	Date Received	Date Forwarded
Aud Dept	DEC 23 1937	12/23/37

U.P.R.R. Co. AUDITOR'S OFFICE DEC 24 1937 FILE ANSD

RETURNED TO AUDITOR OF MISCELLANEOUS ACCOUNTS

_____ 193_

SUPPLEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 15th day of June, 1938, by and between the OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part; and the State of Idaho, acting in this behalf through the Department of Public Works by its Commissioner of Public Works, (herein after called "State"), party of the second part, WITNESSETH:

WHEREAS, the said parties did on the 10th day of November, 1937, enter into a certain contract in writing, numbered by the Railroad Company as L.D. 9265, for the construction of a public highway upon the right of way and across the track of the Railroad Company at Mile Post 447 plus 23 near Kuna, Ada County, Idaho, and

WHEREAS, in the negotiations leading up to said agreement it was agreed that the State would pay an estimated expense of $25.00 for moving the planking from the abandoned crossing mentioned in said contract to the new location, but in the preparation of said contract said agreement was omitted,

NOW, THEREFORE, this Agreement witnesseth that the State hereby agrees to pay the actual cost of moving said public crossing not to exceed the sum of $25.00; in all other respects the said agreement of November 10, 1937, is to remain in full force and effect.

Witness:

L J Backman

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY,

By W M Jeffers

Its President

Witness:

Phyllis Strobbeck

STATE OF IDAHO, Department of Public Works

By Chas O Morris

Commissioner of Public Works

Attest:

Jeanne DeLevere

Chief Clerk

APPROVED:

APPROVED AS TO:

GENERAL MANAGER

FORM

EXECUTION

Noted - G. T. Dept. - LC
No bill to be made.
6/15/38

THIS AGREEMENT, made and entered into this 10th day of November 1937, by and between the OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and the STATE OF IDAHO, acting in this behalf through the Department of Public Works by its Commissioner of Public Works (hereinafter called "State"), party of the second part, WITNESSETH:

RECITALS:

The State contemplates the reconstruction of a public highway in the vicinity of Kuna, Ada County, Idaho. As a part of such reconstruction the State proposes to abandon and close the existing roadway which now extends upon and across the right of way and track of the Railroad Company at Engineer's Station 2609 plus 83, and to construct and maintain, in lieu thereof, a public highway upon the right of way and across the track of the Railroad Company at Mile Post 447.23.

To set out the terms and conditions under which said highway changes shall be effected upon the right of way of the Railroad Company as aforesaid, this agreement is made.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows, to-wit:

1. RAILROAD COMPANY GRANTS RIGHT TO STATE.

The Railroad Company hereby grants unto the State, subject to the terms and conditions hereinafter set forth, the right to remove the existing roadway at Engineer's Station 2609 plus 83, and to construct, and thereafter during the term hereof, maintain and use, a public highway upon that portion of the right of way and across the tracks of the Railroad Company at Mile Post 447.23, at Kuna, Idaho, described as follows, to-wit:

Beginning at a point where the center line of proposed highway enters the northeasterly right of way boundary of the Railroad Company 330.0 feet perpendicularly distant northeasterly from the center line of the main track at Engineer's Station 2609 plus 05.3; thence along the center line of said highway 430.4 feet southwesterly to a point in the southwesterly right of way boundary 100.0 feet perpendicularly distant southwesterly from said center line at Engineer's Station 2608 plus 87.3.

Said highway will cross said center line at an angle thereto of 87 degrees 37 minutes to the right at Engineer's Station 2608 plus 91.5 which is 754.3 feet northwesterly measured along said center line from its intersection with the south line of Section 23, Township 2 North, Range 1 West, Boise Meridian.

The portion of said right of way hereinbefore described is hereinafter referred to as "described premises" and the location thereof is shown outlined by yellow lines on the attached print, dated April 3, 1936, marked Exhibit "A", and hereby made a part hereof.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, use and operate existing or additional railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines, and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the State, or to any other party, for compensation or damages.

Said grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way and others) and the right of renewals and extensions of the same; and it is understood that nothing in this agreement contained shall be construed as a covenant to put the State into possession or protect the State in the peaceable possession of the described premises.

2. CONSIDERATION FOR RIGHT GRANTED:

In consideration of the rights hereby granted by the Railroad Company to the State, the State agrees to keep the described premises free from combustible material; to plant no trees or shrubbery and to erect no structures thereon except such as may be necessary for highway purposes; to put nothing upon the described premises which might obstruct or interfere with the view; to provide and maintain, at its own expense, such ditches, culverts, bridges and other structures as may be necessary properly to care for drainage from said described premises and the adjoining right of way of the Railroad Company and to hold the Railroad Company harmless from any and all damages to any of such structures on the described premises arising from fire caused directly or indirectly by sparks or fire emitted from the engines or trains of the Railroad Company; and further, to hold the Railroad Company harmless from any damages to the highway upon the described premises which may result from the construction or

maintenance of drainage ditches or waterways by the Railroad Company.

3. USE OF RIGHT OF WAY:

The State shall not use the described premises or permit them to be used except for the usual and ordinary purposes of a street or highway, and it is expressly understood and agreed that such purposes shall not be deemed to include the use by the State, or by others, of the described premises for railroad, street or interurban railway, or other rail transportation purposes, or for the construction or maintenance of electric power transmission lines, telephone or telegraph lines, gas, oil or gasoline pipe lines.

4. CONSTRUCTION OF HIGHWAY CROSSING:

All work on said right of way in connection with the construction and maintenance of said highway and the relocation of the bridge hereinafter referred to shall be done by or under the direction of the Railroad Company.

The Railroad Company shall, at its own cost and expense, install the necessary planking or other wearing surface for said public highway upon and across the described premises between the rails of all railroad tracks and for two feet on the outside of the outer rails of said tracks.

The State, or those performing work under its authority, shall, at the expense of the State, furnish all material and perform all labor necessary for the complete construction of said highway across the right of way and tracks of the Railroad Company, together with all wearing and traveled surfaces thereof, except as herein otherwise provided.

The State shall also, at its sole cost and expense, take up and remove the existing bridge across Indian Creek at Engineer's Station 2609 plus 83, and construct, and thereafter during the term hereof, maintain and operate, in lieu thereof, a 6-15 foot timber span bridge on concrete pedestals at Engineer's Station 2608 plus 91.5, substantially in the location indicated on said Exhibit "A".

5. MAINTENANCE OF HIGHWAY CROSSING:

The State shall, at its own expense, during the term of this agreement, maintain, repair and renew said public highway across the described premises and all wearing and traveled surfaces thereon, except that portion of said public highway between the rails of the tracks of the Railroad Company and for two feet outside of the outer rails of said tracks, which is to be maintained, repaired and renewed by the Railroad Company at its own expense.

6. REARRANGEMENT OF EXISTING WIRE LINES:

Any rearrangement of existing wire lines along said right of way and any rearrangement of right of way fences of the Railroad Company necessitated in connection with, or as a result of the construction of said public highway upon and across the described premises shall be taken care of by the Railroad Company at the expense of the State.

7. PAYMENTS BY STATE:

The State shall, within thirty (30) days after rendition of bills therefor by the Railroad Company, repay the Railroad Company the entire amount of all expenses incurred by the Railroad Company, which are to be borne by the State under the terms of this agreement.

8. STATE TO PERFORM WORK DILIGENTLY:

The State shall at all times prosecute any work which it may do upon the described premises with reasonable care, skill and diligence, and will, in all matters relating to the safety of railroad operations and the protection of said railroad and all employes engaged thereon, conform to the direction of the Railroad Company. In the performance of said work, the State, or those performing such work under its authority, shall not interfere with the continuous and uninterrupted use and operation of the railroad tracks of the Railroad Company. The State shall, at its sole cost and expense, protect any drainage ditch or ditches and all water courses upon said described premises which may be crossed by said public highway, by maintaining as a part of its highway grade adequate culverts or bridges for the purpose of carrying said public highway over such ditches or water courses without interference with the flow of the water therein.

9. LIABILITY:

The Railroad Company and the State each hereby assumes all responsibility for the work and portion of said public highway to be by it performed, constructed and maintained, and each hereby covenants and agrees that it will save the other harmless from all damages and claims for damages growing out of its failure properly to perform the portion of the work or maintain the portions of said public highway for which it assumes responsibility as above set forth.

10. STATE SHALL CHANGE GRADE OF HIGHWAY IF NECESSARY:

If at any time the Railroad Company shall elect, or be required by competent authority, to raise or lower the grade of all or any part of its track or tracks located on said described premises, the State shall, at its own expense, at once alter and change the portion of said public highway crossing to be constructed by it as aforesaid, so as to conform with the change of grade required by the Railroad Company.

11. NON-USER - TERMINATION:

Nonuser by the State of the described premises for highway purposes continuing at any time during the term hereof for a period of eighteen months shall, at the option of the Railroad Company, work a termination of this agreement and of all rights of the State hereunder.

If the State shall breach or fail to keep or perform any of the covenants or conditions hereof and shall fail to remedy any default on the part of the State for thirty days after written notice by the Railroad Company to the State, pointing out such default, then upon the expiration of such thirty-day period, this agreement shall terminate and be of no further force or effect.

It is understood that no termination of this agreement under any of the provisions hereof shall affect any of the obligations of the parties hereto theretofore accruing.

12. AGREEMENT NOT TO BE ASSIGNED:

The State shall not assign this agreement nor assign or transfer any interest therein or in the described premises without the written consent of the Railroad Company. The State shall surrender peaceable possession of the described premises at the termination of this agreement.

13. EFFECTIVE DATE - TERM:

This agreement shall take effect as of the day and year first herein written and shall continue in full force and effect until terminated as herein provided.

14. ABANDONMENT OF EXISTING ROADWAY CROSSING:

Immediately upon the completion of the construction of said highway crossing upon the described premises, as herein provided, the State shall cause the existing roadway crossing upon the right of way of the Railroad Company at Engineer's Station 2609 plus 83, to be permanently closed and abandoned for roadway or other purposes.

15. SUCCESSORS AND ASSIGNS:

Subject to the provisions of Section 12 hereof, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper

officers, thereunto duly authorized, as of the date first herein written.

Witness:

OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By _____
PRESIDENT

Witness:

STATE OF IDAHO, Department of Public Works.

By _____
Its Commissioner of Public Works

Attest:

Chief Clerk

APPROVED AS TO:

GENERAL MANAGER

GEN'L SOLICITOR

EXECUTION

GEN'L SOLICITOR

APPROVED:

Chief Engineer

Approved as to execution

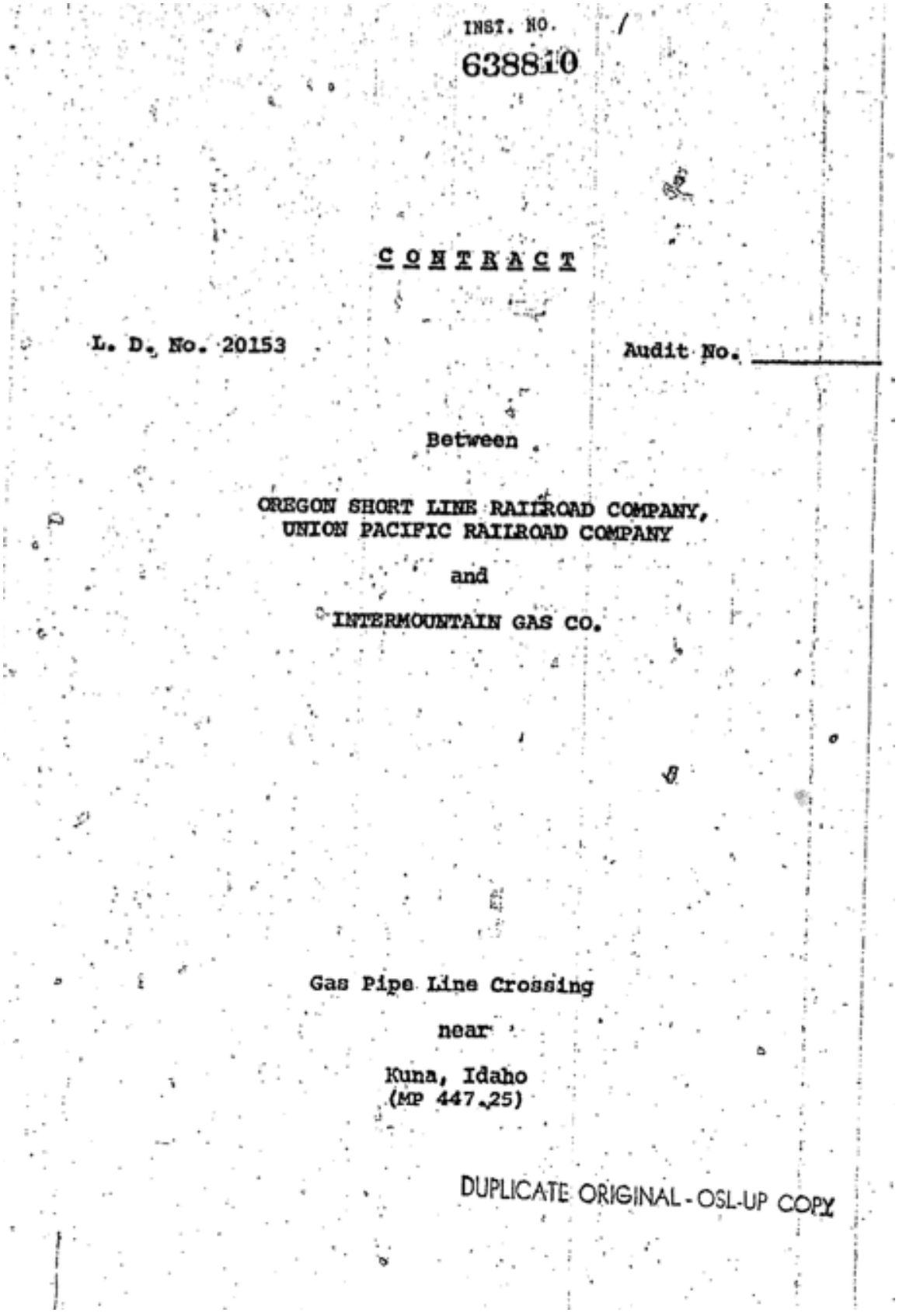
Assistant General Attorney

APPROVED

Vice President - Operation

6.

EXHIBIT E



INST. NO.
638810

CONTRACT

L. D. No. 20153 Audit No. _____

Between

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

and

INTERMOUNTAIN GAS CO.

Gas Pipe Line Crossing

near

Kuna, Idaho
(MP 447.25)

DUPLICATE ORIGINAL - OSL-UP COPY

GAS PIPE LINE AGREEMENT

BOOK 24 PAGE 533

THIS AGREEMENT, made and entered into this 10 day of February, 1966, by and between - - - - - - - - - - OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and

INTERMOUNTAIN GAS CO., an Idaho corporation,

(hereinafter called "Licensee"), party of the second part, WITNESSETH:

WHEREAS, the Licensee desires to construct and thereafter maintain and operate a gas pipe line (hereinafter called "pipe line"), extending underground across the right of way and underneath the roadbed and track of the Railroad Company at Mile Post 447.25, near Kuna, Idaho,

in the location described as follows:

Said pipe line is to cross center line of main track at right angles thereto at Engineer's Station 2609 + 87.8, which is 826 feet northwesterly, measured along said center line, from its intersection with the south line of Sec. 23, Township 2 North, Range 1 West, Boise Meridian, substantially in the location shown in yellow on the attached print, dated February 10, 1966, marked Exhibit "A", and hereby made a part hereof, it being understood, however, that in lieu of placing the pipe line on support piers across Indian Creek, as shown in detail on Exhibit "A", Licensee shall provide a truss or cable type suspension satisfactory to the Railroad Company.

IT IS THEREFORE AGREED, by and between the parties hereto, as follows:

1. RAILROAD COMPANY GRANTS RIGHT TO LICENSEE:

For and in consideration of the covenants and conditions hereinafter mentioned to be by the Licensee kept, observed and performed, and upon the terms and conditions hereinafter stated, the Railroad Company hereby grants unto the Licensee the right

BOOK 24 PAGE 334

to construct and thereafter, during the term hereof, to maintain and operate said pipe line in the location hereinbefore described; it being hereby stipulated that a waiver by the Railroad Company of any breach of any such conditions, covenants and agreements shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way, and others), and the right of renewals and extensions of the same, and is made without covenant of title or for quiet enjoyment.

2. CONSTRUCTION, MAINTENANCE AND OPERATION:

The pipe line shall be constructed of continuous steel pipe, having an internal diameter of four (4) inches, encased as shown on Exhibit "A," and said pipe line shall be constructed, maintained, operated, repaired and renewed by the Licensee in strict conformity with Specification C.S. 1029 of the Union Pacific Railroad Company, adopted November, 1949, which is hereby, by reference, made a part hereof.

The Licensee shall keep and maintain the soil over said pipe line thoroughly compacted and the grade even with the adjacent surface of the ground.

All work performed on said right of way of the Railroad Company in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line shall be done under the supervision of, and in a manner satisfactory to, the Railroad Company.

Prior to the commencement of any work in connection with the pipe line (whether of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal), the Licensee shall submit to the Railroad Company plans setting out the method and manner of handling the work and shall not proceed with the work until such plans shall have been approved by the Division Engineer of the Railroad Company and then only under the supervision of said Division Engineer or his representative. The Railroad Company shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time such work is being done and, in the event the Railroad Company provides such support, the Licensee shall pay to the Railroad Company, within fifteen days after bills shall have been rendered therefor, all expense incurred by the Railroad Company in connection therewith, which said expense shall include all assignable costs plus ten per cent (10%) to cover elements of expense not capable of exact ascertainment.

3. NOTICE OF COMMENCEMENT OF WORK:

The Licensee shall notify the Railroad Company at least forty-eight hours in advance of the commencement of any work upon said right of way in connection with the maintenance, repair, renewal or reconstruction of the pipe line; PROVIDED, however, that such advance notice shall not be required in cases of emergency where it is necessary for the Licensee to enter upon said right of way for the purpose of stopping or repairing leaks.

4. LICENSEE TO BEAR ENTIRE EXPENSE:

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair, renewal and any and all modification, revision, relocation, removal or reconstruction of the pipe line, including any and all expense

which may be incurred by the Railroad Company in connection therewith for supervision, inspection or otherwise.

5. MODIFICATION, RELOCATION OR REMOVAL OF PIPE LINE:

This license or permit is made subject to the needs and requirements of the Railroad Company in the operation of its railroad and in the improvement and use of its property and the Licensee, at the sole cost and expense of the Licensee, shall move all or any portion of the pipe line entirely off the right of way of the Railroad Company or to such a new location thereon as may be designated by the Railroad Company whenever, in the furtherance of such needs and requirements, the Railroad Company shall find such action necessary or desirable; PROVIDED, however, the Licensee shall not be required under the terms hereof, to move entirely off of said right of way any portion of the pipe line constituting a crossing of the entire right of way of the Railroad Company.

All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair and renewal of said pipe line in the location hereinbefore described shall apply to the pipe line as modified, changed or relocated within the contemplation of this section.

6. PIPE LINE NOT TO INTERFERE WITH OPERATION OF RAILROAD:

The pipe line shall be constructed and at all times maintained, repaired, renewed and operated in such a manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and premises of the Railroad Company, and nothing shall be done, or suffered to be done, by the Licensee at any time that would in any manner impair the safety thereof.

7. CLAIMS AND LIENS FOR LABOR AND MATERIAL:

The Licensee shall fully pay for all materials joined or affixed to and labor performed upon said right of way in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line, and shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said right of way for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee; and the Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

The Licensee shall promptly pay or discharge all taxes, rates, charges and assessments levied upon, in respect to, or on account of the pipe line, so as to prevent the same becoming a charge or lien upon said right of way, or any other property of the Railroad Company, and so that the taxes, charges and assessments levied upon or in respect to said right of way and other property of the Railroad Company shall not be increased because of the location, construction or maintenance of the pipe line or any improvement, appliance or fixture connected therewith placed upon said right of way or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee, but shall be included in the assessment of the right of way or other property of the Railroad Company, then the Licensee shall pay to the Railroad Company an equitable proportion of such taxes determined by the value of the Licensee's property upon said right of way as compared with the entire value of said right-of-way.

8. RESTORATION OF RAILROAD COMPANY'S PROPERTY:

In the event the Licensee shall in any manner move or disturb any property of the Railroad Company in connection with the construction, maintenance, repair, renewal or reconstruction of the pipe line, then and in that event the Licensee shall, as soon as possible and at its sole expense, restore such property to the same condition as it was in before such property was moved or disturbed; and the Licensee shall indemnify and save harmless the Railroad Company from and against any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to or loss or destruction of property whatsoever when such injury death, damage, loss or destruction grows out of or arises from the moving or disturbance of any property of the Railroad Company.

9. DISPOSAL OF RIGHT OF WAY:

In the event the Railroad Company shall dispose of any of its right of way upon which the pipe line is located, as herein provided, the license or permit herein granted, with respect to the portion or portions of the pipe line as may be located upon the right of way so disposed of, shall forthwith cease and determine.

10. LIABILITY:

The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to, loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Railroad Company or property in its care or custody), when such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the pipe line, or the explosion or ignition of gas carried therein or escaping therefrom, or in any other way whatsoever is due to, or arises because of, the existence of the pipe line, or the construction, maintenance, operation, repair, renewal, modification, reconstruction, revision, relocation or removal of said pipe line, or any part thereof, or to the contents therein or therefrom. And the Licensee does hereby release the Railroad Company from all liability for damages on account of injury to the pipe line from any cause whatsoever.

11. TERMINATION, ABANDOMENT OR DEFAULT:

Disuse of said pipe line continuing at any time for a period of one year shall constitute an abandonment thereof, and in the event of such an abandonment the Railroad Company may, at its option, terminate this agreement with respect to the pipe line so abandoned.

If the Licensee shall fail to keep and perform all or any of the covenants and agreements herein contained to be by the Licensee kept and performed, or if the Licensee shall fail to make any of the payments which it is obligated to make hereunder, and such default shall continue for a period of thirty (30) days after written notice from the Railroad Company to the Licensee specifying such default, then the Railroad Company may, at its option, forthwith terminate this agreement.

12. REMOVAL OF PIPE LINE OF LICENSEE:

Within ninety (90) days after the termination of this agreement with respect to any portion of the pipe line, the Licensee shall, at its sole expense, remove such portion of the pipe line and shall restore, to the satisfaction of the Railroad Company, said right of way to as good condition as it was in at the time of the construction of such pipe line; and if the Licensee fails so to do, the Railroad Company may do such work of removal and restoration at the expense of the Licensee. In the event of the removal of the pipe line or any portion thereof, as in this section provided, the Railroad Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Railroad Company may have against the Licensee.

Nothing in this section contained shall obligate the Licensee to remove the pipe line because of termination of this license with respect to same under the provisions of Section 9 hereof, in cases where the Licensee shall have made arrangements for the continuation of such pipe line with the grantee or grantees of the Railroad Company.

13. AGREEMENT NOT TO BE ASSIGNED:

The Licensee shall not sublet, in whole or in part, the rights hereby granted and shall not assign this agreement without the written consent of the Railroad Company, and it is agreed that any transfer or assignment or attempted transfer or assignment of this agreement or any of the rights hereby granted, whether voluntary, by operation of law, or otherwise, without such consent, in writing, shall be absolutely void and, at the option of the Railroad Company, shall terminate this agreement.

GAS PIPE LINE AGREEMENT

BOOK 24 PAGE 537

14. EFFECTIVE DATE:

This agreement shall be effective from and after the day and year first hereinabove written and shall continue in full force and effect until terminated as provided, it being understood, however, that should the Licensee enter upon, or perform any work upon the right of way prior to said effective date, the terms of this agreement shall apply thereto. All of the covenants, agreements and conditions herein contained on the part of the Licensee to be kept, observed and performed shall attach to and run with the system of which the pipe line is a part.

15. SUCCESSORS AND ASSIGNS:

Subject to the provisions of Section 13 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. RENTAL:

The Licensee shall pay as rental for the term hereof the sum of TEN DOLLARS ($10.00), payable to the Union Pacific Railroad Company upon the execution and delivery of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized, as of the day and year first herein written.

Witness:

OREGON SHORT LINE RAILROAD COMPANY,
UNION PACIFIC RAILROAD COMPANY

M P Parnell

By _____
General Manager

Attest:

_____
Secretary

INTERMOUNTAIN GAS CO.,

By _____
Its _____

STATE OF OREGON)
: ss
County of Multnomah)

On the 10th day of February, 1966, before me, a Notary Public, personally appeared G. H. BAKER to me personally known to be the General Manager of OREGON SHORT LINE RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, who being duly sworn did say that the foregoing instrument was signed, sealed and executed in behalf of said corporations by authority duly conferred by their By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporations.

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

Notary Public

My Commission Expires:

May 31, 1968

Residing at Portland, Oregon

State of IDAHO)
: ss
County of Ada)

On the 11 day of April, 1966, before me, a Notary Public, personally appeared Ralph T. Gibson to me personally known to be the President of INTERMOUNTAIN GAS CO., who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred according to law, and acknowledged to me said instrument to be the free act and deed of said corporation.

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

Robert B. Hodges
Notary Public

My Commission Expires:

Feb. 14, 1970

Residing at Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA, ss.
Filed for record at the request of Union Pacific Railroad Co.

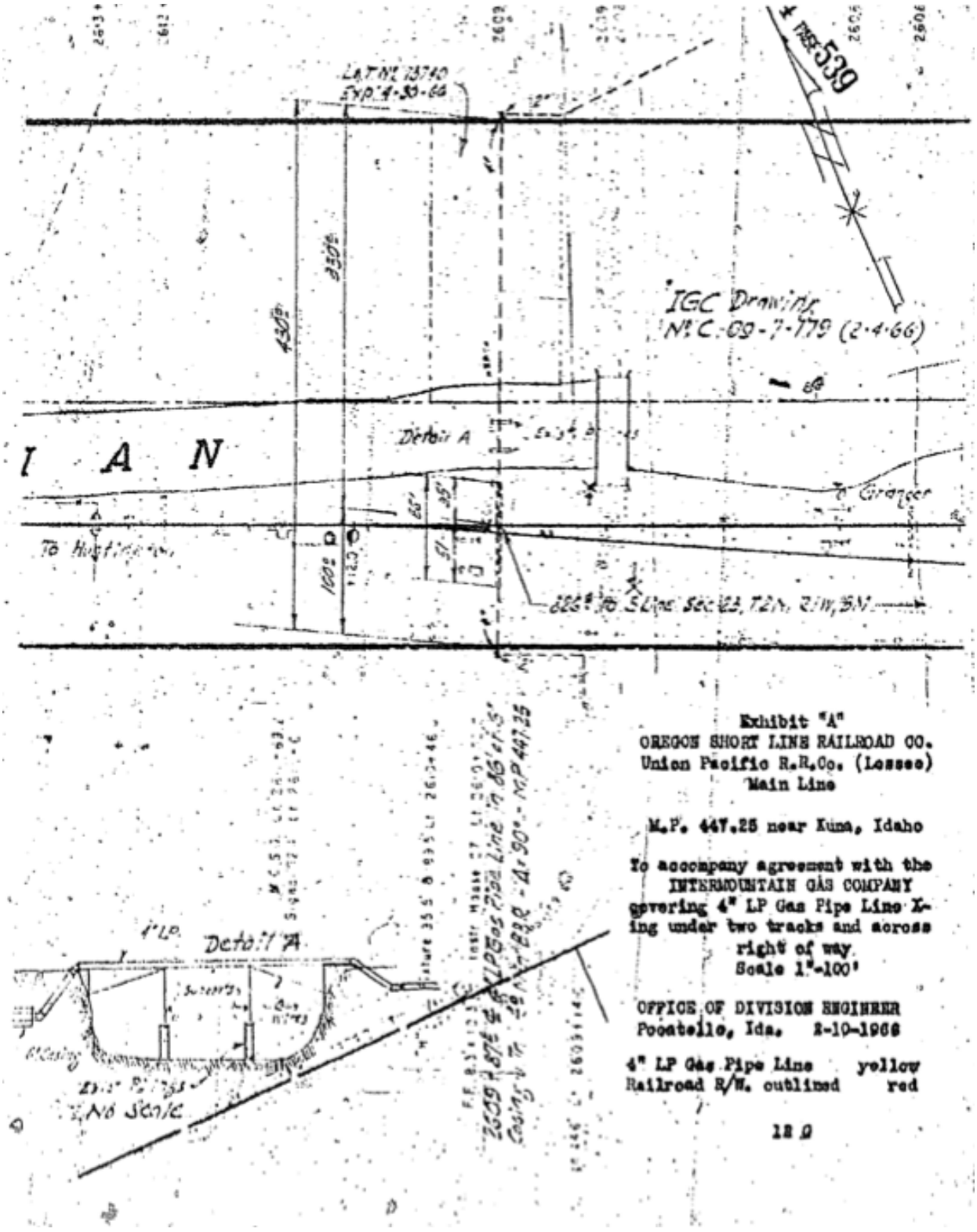

LAT. Nº 13740
EXP. 4-30-66
MP 539
IGC Drawing
Nº C-69-7-179 (2-4-66)
Detail A
I A N
To Hagerman
To Gooding
Exhibit "A"
OREGON SHORT LINE RAILROAD CO.
Union Pacific R.R.Co. (Lessee)
Main Line
M.P. 447.25 near Kuna, Idaho
To accompany agreement with the
INTERMOUNTAIN GAS COMPANY
covering 4" LP Gas Pipe Line X-
ing under two tracks and across
right of way.
Scale 1"-100'
OFFICE OF DIVISION ENGINEER
Pocatello, Ida. 2-10-1968
4" LP Gas Pipe Line yellow
Railroad R/W. outlined red
12 D
4" LP
Detail A
No Scale

EXHIBIT F

(RECORD OF PATENTS.)

4—407 a-tyr.

331

The United States of America,

To all to whom these presents shall come, Greeting:

Desert Lands.

Certificate No. 533.

WHEREAS, FREMONT H. TEED

has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Boise, Idaho, whereby it appears that full payment has been made by the said Fremont H. Teed

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the south half of the southwest quarter, the northwest quarter of the southeast quarter, and the south half of the southeast quarter of Section twenty-three in Township two north of Range one west of the Boise Meridian, Idaho, containing two hundred acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Fremont H. Teed:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Fremont H. Teed and to his heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Fremont H. Teed and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty-sixth day of October, in the year of our Lord one thousand nine hundred and seven and of the Independence of the United States the one hundred and thirty-second.

(SEAL)

By the President: Theodore Roosevelt

By F. M. McKean, Secretary.

H. Y. Benedict, Recorder of the General Land Office.

EXHIBIT G

(RECORD OF PATENTS.)

4—407 a-4yr.

332

The United States of America,

To all to whom these presents shall come, Greeting:

Desert Lands.

Certificate No. 602.

WHEREAS, LANETA B. YOUNG, Assignee of Donnie Young,

has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Boise, Idaho, whereby it appears that full payment has been made by the said Laneta B. Young

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the east half of Section twenty-six in Township two north of Range one west of the Boise Meridian, Idaho, containing three hundred twenty acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Laneta B. Young:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Laneta B. Young and to her heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Laneta B. Young and to her heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty-sixth day of October, in the year of our Lord one thousand nine hundred and seven and of the Independence of the United States the one hundred and thirty-second.

(SEAL)

By the President: Theodore Roosevelt

By F. M. McKean, Secretary.

H. W. Sanford,

Recorder of the General Land Office.

EXHIBIT H

Pioneer Title Company
8151 W. Rifleman St.
Boise, ID 83704
208-377-2700

PioneerTitleCo. GOING BEYOND

Invoice

Date: 06/09/2020
Number: 100054

White, Peterson, Gigray & Nichols, P.A.
5700 E. Franklin Road, Suite 200
Nampa, ID 83687

Attn:

Please remit payment to:
Pioneer Title Company of Ada County
8151 W. Rifleman
Boise, ID 83704

Reference No.: City of Kuna

Title Officer: John A. Smith
Direct: (208) 373-3654

File Number	Transactee	Client's File #	Class/Description	Memo		Amount
725498	City of Kuna	City of Kuna	Guarantee - Litigation Guarantee			$1,815.00
					Total	**$1,815.00**

Property Address: 00 TBD, Kuna, ID 83634
Legal Description:
Property County: Ada
Sales Price: $500,000.00
Loan Amount:

Total Due	**$1,815.00**

Policy Issuing Agent For:
Old Republic National Title Insurance Company

Litigation Guarantee

File No.: 725498

Schedule A

Guarantee No.: ZB-8030166
Effective Date: August 14, 2020 7:00AM

Liability: $500,000.00
Fee: $1,815.00

1. Name of Assured:

   WHITE, PETERSON, GIGRAY & NICHOLS, P.A. and The City of Kuna

2. Title to said estate or interest at the date hereof is vested in:

   Unknown Heirs of Fremont H. Teed and Laneta B. Young, the original Patentees of said premises

3. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

   FEE SIMPLE

4. The land referred to in this Guarantee is situated in the State of Idaho, County of Ada, and is described as follows:

   See Exhibit A attached hereto and made a part hereof.

Guarantee No.: ZB-8030166 File No.: 725498
Reference No.:

Schedule B

EXCEPTIONS:

1. Said real property is presently assessed as exempt from taxation. Any change in the status thereof either in ownership or otherwise, shall cause a re-assessment of said premises as more fully set forth in section 63-602Y of the Idaho Code.

2. Sewer charges and special assessments, if any, for the City of Kuna.
   Fax: (208) 922-5989

3. Levies and assessments of the following district and the rights and powers thereof as provided by law.
   District: Boise-Kuna Irrigation District
   Ph: (208) 922-5608

4. Reservations in U.S. Patent
   Recorded: October 15, 1908
   Instrument No.: 21300
   As Follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law...and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."
   Affects that portion of said premises lying within the South Half of the SE1/4 of said Section 23

5. Reservations in U.S. Patent
   Recorded: August 13, 1909
   Instrument No.: 25416
   As Follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law...and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."
   Affects that portion of said premises lying within the NE1/4 of the NE1/4 of said Section 26

6. Rights of way as disclosed by available maps.
   For: N. Bridge Avenue aka Old Oregon Trail, South Branch (S.A.P. 136-B)
   Note: Unrecorded Contract between Oregon Short Line Railroad and State of Idaho Audit No. 44388

7. Terms, conditions, and provisions of Pipe Line Crossing Agreement Agreement:
   Between: Oregon Short Line Railroad Company and Village of Kuna
   Dated: November 10, 1916
   Recorded: November 10, 1916
   Instrument No.: 66789

Guarantee No.: ZB-8030166 File No.: 725498
Reference No.:

8. Terms, conditions, and provisions of Water Pipeline Agreement:
   Between: Oregon Short Line Railrod and Village of Kuna
   Dated: February 5, 1920
   Recorded: February 21, 1920
   Instrument No.: 86284

9. Terms, conditions, and provisions of Gas Pipeline Agreement:
   Between: Oregon Short Line Railroad Company and
   Dated:
   Recorded: May 9, 1966
   Instrument No.: 638810

10. Any question that may arise due to shifting or change in the course of the river or creek herein named, or due to said river or creek having changed its course.
    Name of River/Creek: Indian Creek

11. Right of the State of Idaho in and to the portion of said premises, if any, lying in the bed or the former bed of the Indian Creek.

12. Rights and easements of the public for commerce, navigation, recreation and fisheries.
    Re: Indian Creek

13. Matters disclosed by Record of Survey
    Survey No.: 5347
    Recorded: April 10, 2001
    Instrument No.: 101032739

14. Right, title and interest of Union Pacific Railroad Company, a Delaware company, aka Oregon Short Line Railroad Company, a Utah corporation, by reason of a congressional grant and the Plats of Townsite of Kuna, recorded in Book 3 of Plats page 140 and Amended Plat of Kuna recorded in Book 4 of Plats, Page 187.

END OF EXCEPTIONS

Guarantee No.: ZB-8030166

File No.: 725498
Reference No.:

Schedule C

The necessary Parties (other than those having a claim or interest by reason of matters shown in Exceptions numbered 1 to 14) to be made defendants in an action to

File an Eminent Domain Action

subject to the exceptions listed above, to be brought by

WHITE, PETERSON, GIGRAY & NICHOLS, P.A. and The City of Kuna

as Plaintiff are as follows:

Union Pacific Railroad

1400 Douglas Street

Omaha, NE 68179

"This Guarantee is restricted to the use of the Assured and is only for the purpose of providing information to facilitate said action affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is not a Commitment nor an obligation by the Company to issue any Policy or Policies of Title Insurance insuring said land, and it is not to be used as a basis for closing any transactions affecting title to said land."

"Upon request within 60 days from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by Endorsement to include the recording of a Notice of Pending Action. Such an Endorsement will show additional exceptions and therefore exclude from coverage those matters attaching subsequent to the effective date of the Guarantee, but prior to the issuance of the Endorsement."

"The Company may, BUT IS NOT OBLIGATED TO, issue additional Endorsements extending the effective date of the Guarantee at the request of the Assured. The fee for such Endorsements will be charged according to the Company's filed rate schedule for such Endorsement. The Company will not, and accepts no obligation to, issue an Endorsement extending the effective date to, or beyond, the date of any foreclosure sale of the premises, or date of forfeiture."

"Attention is invited to the Solders' and Sailor's Civil Relief Act of 1940 and amendments thereto which could limit or inhibit a foreclosure or forfeiture action."

"Attention is invited to the Federal Tax Lien Act of 1966 and amendment thereof which among other things provides for the giving of written notice in a specific manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a Federal Tax Lien. Upon request, the 30th day preceding the date of sale or forfeiture, the Company will issue an endorsement identifying any Federal Tax Liens which may have been placed of record subsequent to the effective date of this

Guarantee No.: ZB-8030166 File No.: 725498
Reference No.:

Guarantee; however, the Company accepts no responsibility for determining said 30th day nor for issuing such endorsement without request therefor."

"Attention in invited to Section 1825(b)(2) in Title 12 of the United States Code which may require the consent of an agency of the United States for any foreclosure sale or forfeiture to be effective."

Guarantee No.: ZB-8030166

File No.: 725498
Reference No.:

EXHIBIT A

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

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

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

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

1. South 65'31'14" East, a distance of 350.66 feet, and
2. South 24'28'46" West, a distance of 230,00 feet to the southwesterly corner of said OSLRR Tract, said corner also being a point on a line lying 230.00-feet southerly of, and parallel with, the northerly right-of-way line of said Oregon Short Line Railroad;

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

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

thence leaving said parallel line, North 20°43'28" East, coincident with the easterly line of said Rose Park,a distance of 230.00 feet to a point on the northerly right-of-way line of said Oregon Short Line Railroad; thence coincident with said northerly right-of-way line, the following two (2) consecutive courses and distances:

Guarantee No.: ZB-8030166

File No.: 725498
Reference No.:

EXHIBIT A

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

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

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

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

1. South 65'31'14" East, a distance of 350.66 feet, and
2. South 24'28'46" West, a distance of 230,00 feet to the southwesterly corner of said OSLRR Tract, said corner also being a point on a line lying 230.00-feet southerly of, and parallel with, the northerly right-of-way line of said Oregon Short Line Railroad;

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

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

thence leaving said parallel line, North 20°43'28" East, coincident with the easterly line of said Rose Park,a distance of 230.00 feet to a point on the northerly right-of-way line of said Oregon Short Line Railroad; thence coincident with said northerly right-of-way line, the following two (2) consecutive courses and distances:

Litigation or Trustee's Sale Guarantee

ZB-8030166

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company. a Minnesota corporation, herein called the Company.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company

Issued by:
Pioneer Title Company of Ada County
8151 W. Rifleman Street
Boise, ID 83704

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612-371-1111)

An authorized Agent of:
Old Republic National Title Insurance Company

Authorized Signatory

By

President

Attest

Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

a the " Assured": the party or parties named as the Assured in this Guarantee; or on a supplemental writing executed by the Company

b "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

a Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

b (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.

c Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

d (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records and which are created, suffered, assumed or agreed to by one or more of the Assureds: (b) which result in no loss to the Assured: or (c) which do not result in the invalidity or potential invalidity of any judicial or non judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

a The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

b If the Company elects to exercise its options as stated in Paragraph 5(a), the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

c Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction, and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

d In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company s expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. **Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee that constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. **Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

a To Pay or Tender Payment of the Amount of liability or to Purchase the Indebtedness. The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee, or if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured, the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

b To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant. To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' lees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability.**

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

a the amount of liability stated in Schedule A;

b the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

c the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability.**

a If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the matters assured against by this Guarantee in a reasonably diligent manner by any method including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss caused thereby.

b In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated

herein.

c The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment of Loss.**

a No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. **Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured, the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. **Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to this Guarantee; Guarantee Entire Contract.**

a This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim shall be restricted to this Guarantee.

c No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer, or authorized signatory of the Company.

15. **Notices, Where Sent.**
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

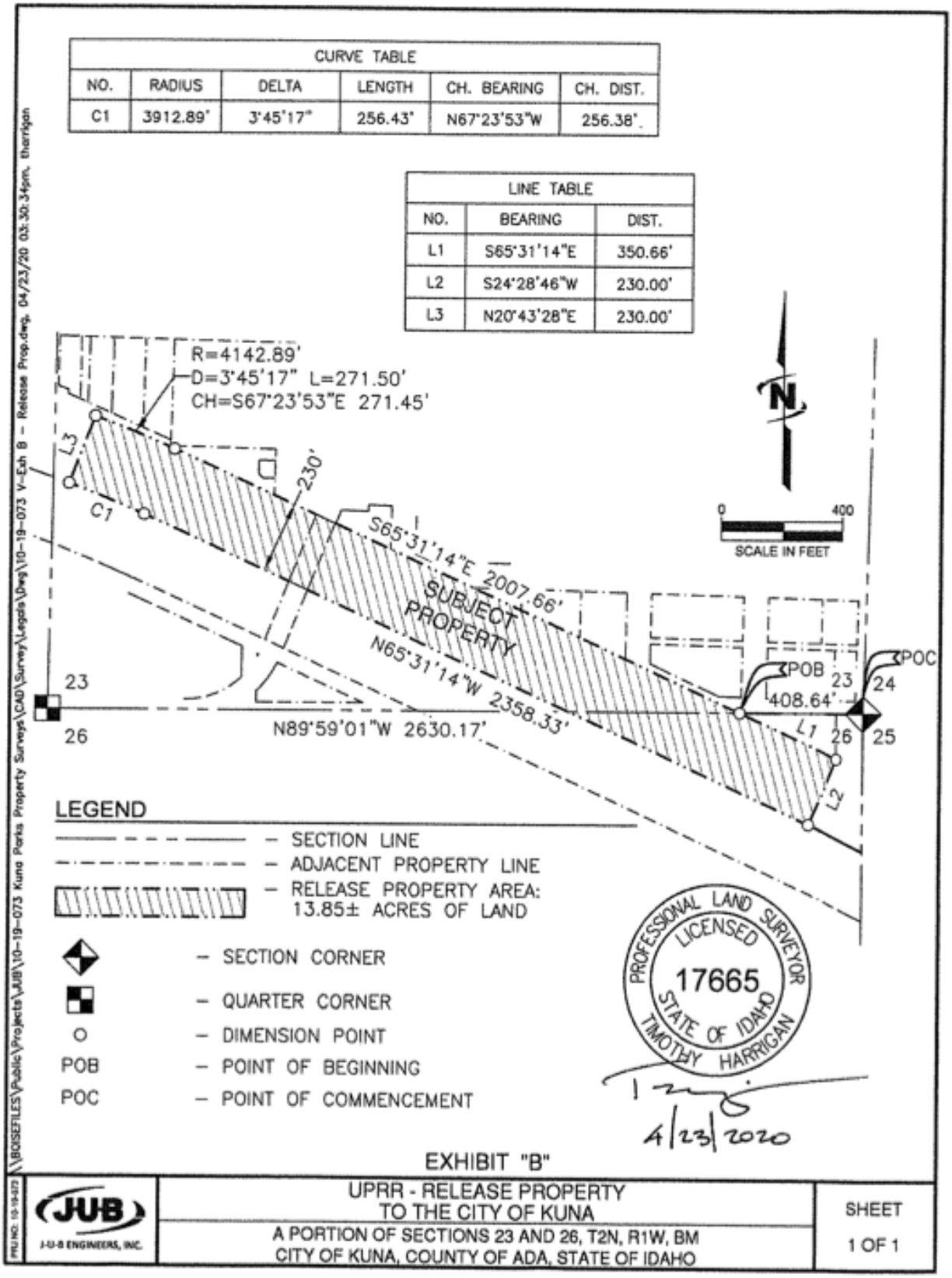

CURVE TABLE
NO. | RADIUS | DELTA | LENGTH | CH. BEARING | CH. DIST.
C1 | 3912.89' | 3°45'17" | 256.43' | N67°23'53"W | 256.38'
LINE TABLE
NO. | BEARING | DIST.
L1 | S65°31'14"E | 350.66'
L2 | S24°28'46"W | 230.00'
L3 | N20°43'28"E | 230.00'
R=4142.89'
D=3°45'17" L=271.50'
CH=S67°23'53"E 271.45'
230'
S65°31'14"E 2007.66'
SUBJECT PROPERTY
N65°31'14"W 2358.33'
N89°59'01"W 2630.17'
POB
POC
408.64'
23
24
25
26
0
400
SCALE IN FEET
LEGEND
– SECTION LINE
– ADJACENT PROPERTY LINE
– RELEASE PROPERTY AREA: 13.85± ACRES OF LAND
– SECTION CORNER
– QUARTER CORNER
– DIMENSION POINT
POB – POINT OF BEGINNING
POC – POINT OF COMMENCEMENT
PROFESSIONAL LAND SURVEYOR
LICENSED
17665
STATE OF IDAHO
TIMOTHY HARRIGAN
4/23/2020
EXHIBIT "B"
JUB
J-U-B ENGINEERS, INC.
UPRR - RELEASE PROPERTY
TO THE CITY OF KUNA
A PORTION OF SECTIONS 23 AND 26, T2N, R1W, BM
CITY OF KUNA, COUNTY OF ADA, STATE OF IDAHO
SHEET
1 OF 1

EXHIBIT I

8368529

EXHIBIT B-236

OFFICIAL MINUTES

WHEREAS, the Transportation Board did determine at the November 16, 1983 meeting that a portion of State Highway Number SH 69 in the City of Kuna between the junction of SH 69 with Ten Mile Road and the junction of SH 69 with Orchard Street as shown on Exhibit "A" attached hereto should be removed from the State Highway System, and

WHEREAS, the opportunity for a systems action public hearing was afforded on October 27, 1983, in the matter concerning said removal.

NOW THEREFORE BE IT RESOLVED, that the portions of State Highway Number SH 69 between the junction of SH 69 with Ten Mile Road and the junction of SH 69 with Orchard Street, be and hereby is relinquished to the City of Kuna effective January 1, 1984. Coincident with said relinquishment, all right, title and interest of the State in and to said highway and the right-of-way appurtenant thereto, are released to the City of Kuna as their interests may appear.

Recommended:

Section Head

APPROVED:

Administrator
Division of Highways

APPROVED AS TO FORM:

12-7-83
Date

IDAHO TRANSPORTATION BOARD

Chairman

Vice Chairman

Member

Ada County, Idaho, ss
Request of
PIONEER TITLE CO
TIME 3:30p M.
DATE 12-27-83
JOHN BASTIDA
RECORDER
By Judy Capparelli
Deputy

EXHIBIT B-236

STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 1st day of December, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL C. MOORE, LLOYD F. BARRON, and ROY I. STROSCHEIN, known to me to be the Chairman, Vice Chairman, and Member, respectively, of the Idaho Transportation Board of the State of Idaho, which Idaho Transportation Board executed the within instrument, and acknowledged to me that the said Idaho Transportation Board of the State of Idaho executed the same for the State of Idaho.

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

Mary Brooks
Notary Public for Idaho
Residing in Boise, Idaho

(SEAL)

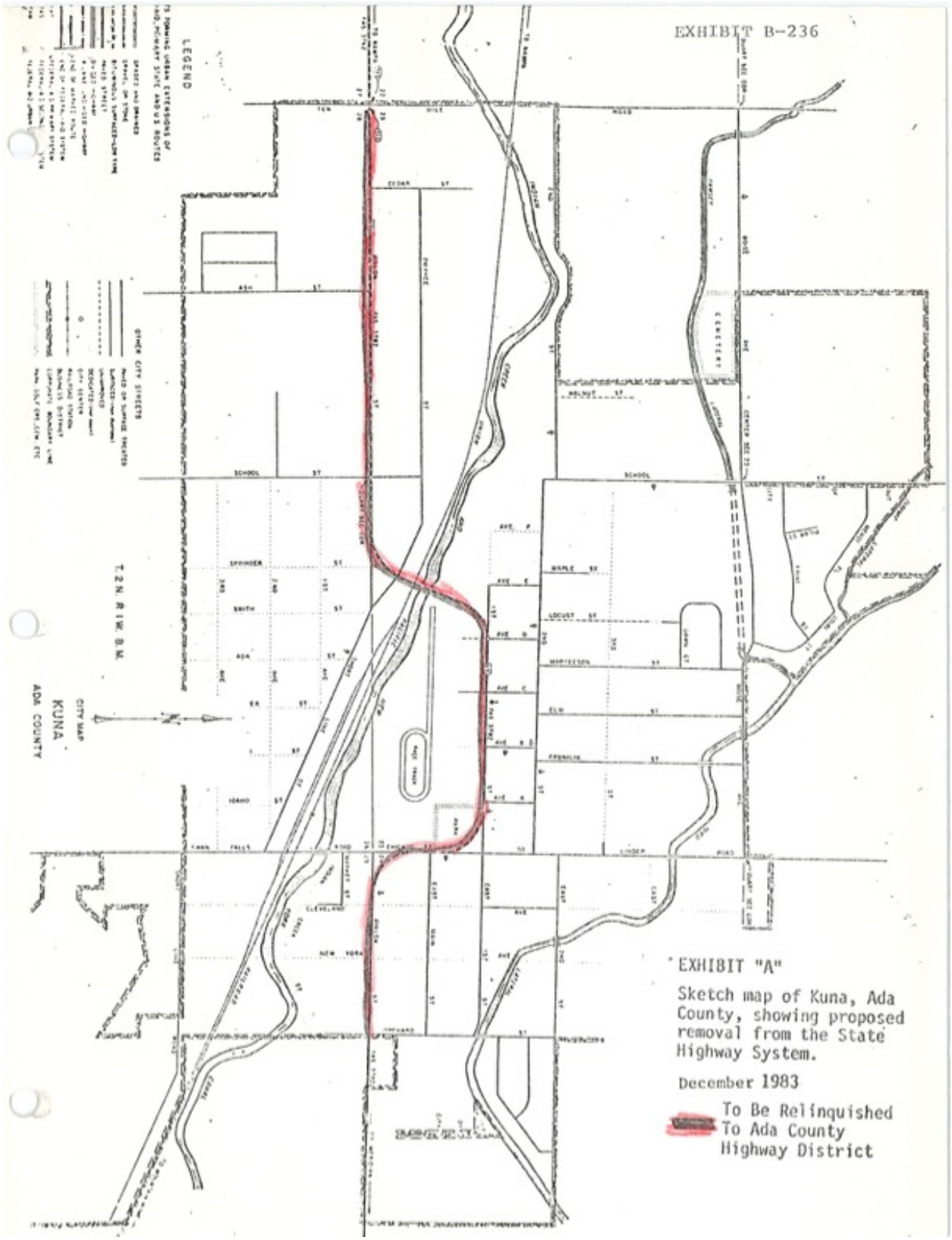

EXHIBIT B-236
LEGEND
KUNA
ADA COUNTY
T.2N R.1W B.M.
EXHIBIT "A"
Sketch map of Kuna, Ada County, showing proposed removal from the State Highway System.
December 1983
To Be Relinquished To Ada County Highway District

EXHIBIT J

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

INTERMOUNTAIN GAS COMPANY
PIPELINE EASEMENT

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

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

[LEGAL DESCRIPTION TO BE PROVIDED BY CITY]

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

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

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works, or other structures upon, over, or under the above described tract of land or that would interfere with said pipeline or lines or COMPANY'S rights hereunder. COMPANY shall have the right, but not the obligation, to cut and clear trees and shrubbery from the above described tract of land.

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

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

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

_____

By:_____

STATE OF _____)
):ss
COUNTY OF _____)

On this _____day of _____,20_____, before me personally appeared_____
_____known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that ___he executed the same.

(THIS SPACE FOR RECORDING DATA ONLY)

_____
Notary Signature

Notary Public, _____
County,

State of_____

Residing at_____

(SEAL)

My Commission Expires:_____

_____Project No._____
City_____County_____

EXHIBIT K

(Reserved for Ada County Recorder)

PERMANENT EASEMENT

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

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly depicted on Exhibit “A” attached hereto and by this reference incorporated herein (hereinafter “Servient Estate”).

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

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

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

SECTION 2. Grant of Easement and Authorized Uses.

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

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

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

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

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

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

SECTION 4. Appurtenant.

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

SECTION 5. Maintenance.

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

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

SECTION 6. Indemnification.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome GRANTOR from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by ACHD or ACHD's officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of ACHD's construction, use and maintenance on the Servient Estate. Any such indemnification hereunder by ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9,

title 6, Idaho Code). Such indemnification hereunder by ACHD shall in no event cause the liability of ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of GRANTOR.

SECTION 7. Recordation.

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

TO HAVE AND TO HOLD this Easement unto ACHD forever.

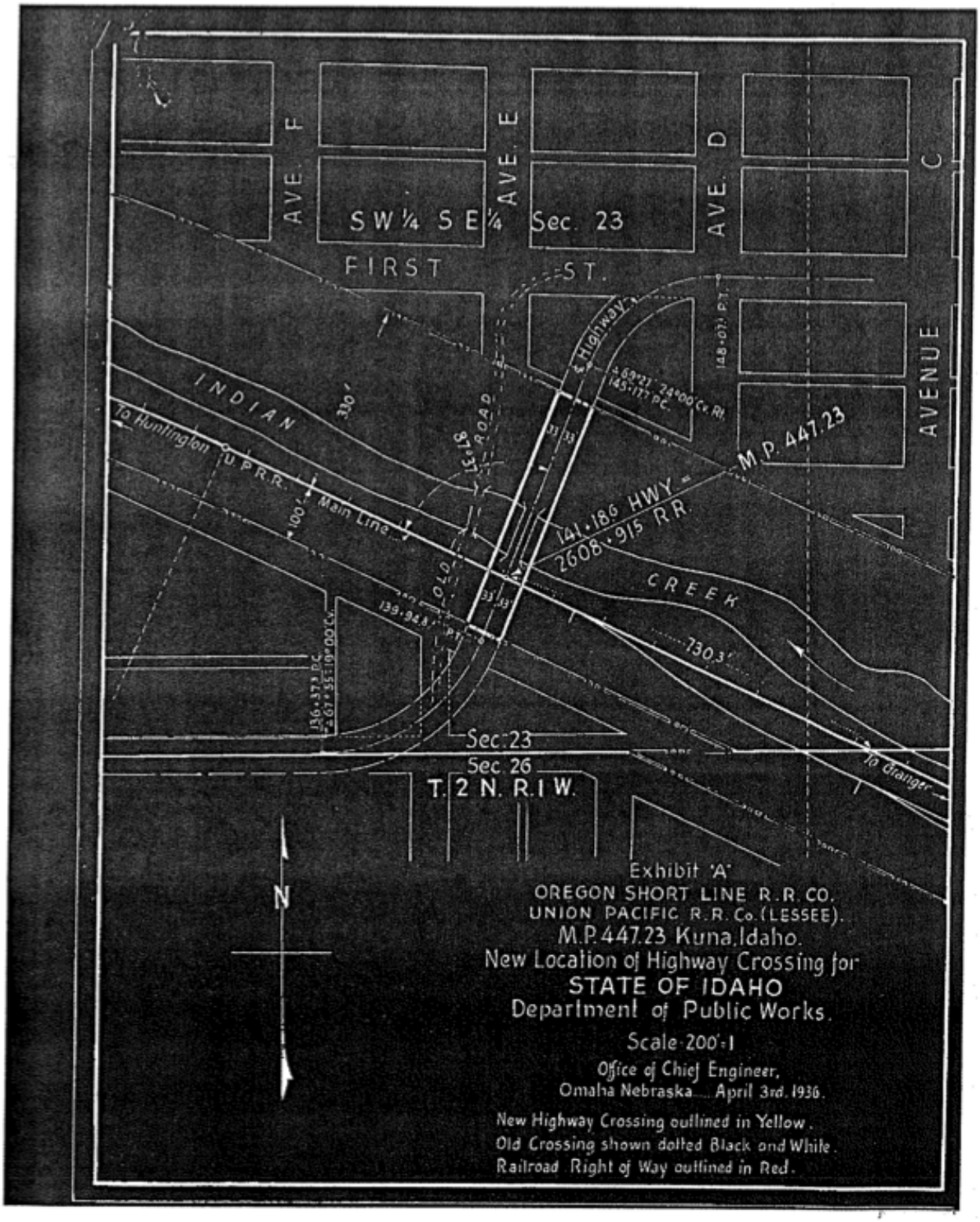
GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate; and, GRANTOR warrants to ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

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

GRANTOR

_____

By:
Its:


AVE. F
AVE. E
AVE. D
AVE. C
SW¼ SE¼ Sec. 23
FIRST ST.
Highway
148-07½ P.T.
Δ 69°21' 24°00 Cv. Rt.
145.177 P.C.
INDIAN
330'
To Huntington
U.P.R.R.
100'
Main Line
878' ROAD
M.P. 447.23
141.186 HWY.
2608.915 R.R.
CREEK
730.3'
139.948 P.T.
136.379 P.C.
Δ 67°35'10"00 Cv.
Sec. 23
Sec. 26
T. 2 N. R. 1 W.
To Granger
N
Exhibit 'A'
OREGON SHORT LINE R.R. CO.
UNION PACIFIC R.R. Co. (LESSEE).
M.P. 447.23 Kuna, Idaho.
New Location of Highway Crossing for
STATE OF IDAHO
Department of Public Works.
Scale 200'-1
Office of Chief Engineer,
Omaha Nebraska April 3rd. 1936.
New Highway Crossing outlined in Yellow.
Old Crossing shown dotted Black and White.
Railroad Right of Way outlined in Red.

City of Kuna
Budget Workshop Discussion

Item 1: Fund Health and Budget Totals

Governmental Funds

General Fund

2022	2021	2020	2019	2018	2017
$14,093,020	$10,792,623	$9,547,100	$7,265,072	$6,106,174	$5,729,075

Grant Fund

2022	2021	2020	2019	2018	2017
$1,320,769	$896,856	$2,283,429	$1,214,216	$1,309,725	$1,154,725

Late Comer Fund

2022	2021	2020	2019	2018	2017
$8,423,657	$5,578,076	$4,801,256	$1,779,951	$805,400	$458,923

Park Impact Fund

2022	2021	2020	2019	2018	2017
$3,471,161	$2,376,483	$1,652,669	$851,286	$851,286	$187,800

Police Impact Fund

2022	2021	2020	2019	2018	2017
$270,762	$127,783	$20,925	$12,731	$0	$0

Enterprise Funds

Water Fund

2022	2021	2020	2019	2018	2017
$16,262,805	$12,104,616	$11,320,048	$8,044,638	$5,054,002	$2,963,204

Sewer Fund

2022	2021	2020	2019	2018	2017
$14,478,343	$9,971,489	$7,761,297	$7,730,861	$6,019,965	$3,536,178

Irrigation Fund

2022	2021	2020	2019	2018	2017
$7,587,573	$5,169,060	$4,945,345	$3,295,360	$2,668,484	$1,380,858

Trash Fund

2022	2021	2020	2019	2018	2017
$3,070,577	$2,489,501	$2,463,055	$2,029,335	$1,858,827	$1,674,519

Total Budget

2022	2021	2020	2019	2018	2017
$68,978,667	$49,506,487	$44,795,124	$32,223,450	$24,673,863	$17,085,282

Item 2: Legislation Changes

A) House Bill 389

B) Impacts on Growth

C) Sales Tax Considerations

Item 3: Headwinds and Uncertainty

A) Inflation

B) Supply Chain Disruptions

Item 4: Factors Affecting Building Activity

A) Migration Trends

B) Interest Rates

C) Valuation

Item 5: Further Discussion Items

A) Ada County Police Contract

B) COLA for monthly utility services

1) Water

2) Sewer

3) Irrigation

4) Trash

C) COLA for Employees

D) Connection Fee Increase for Irrigation

E) VRT Study to Extend Services

1) $27,000 for Study

2) Long term implications for contribution

F) Capital Project List

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2022
GENERAL FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
TAX REVENUE												
01-4001	Sales Tax Revenue Sharing - State	$2,081,154	$1,898,972	$1,452,659	$1,222,075	$850,419	$858,039	$703,634	$761,490	$654,195	$625,080	$623,563
01-4100	Property Tax Revenue	$3,856,809	$3,631,118	$3,571,119	$3,307,696	$3,181,873	$2,760,029	$2,653,922	$2,406,887	$2,331,587	$2,121,168	$2,067,086
01-4110	Property Tax Interest & Penalty	$3,536	$3,536	$3,001	$4,031	$3,169	$3,986	$2,832	$3,662	$5,147	$5,226	$4,396
01-4120	Sales Tax Revenue Sharing - County	$216	$216	$216	$184,852	$343,869	$351,288	$249,206	$297,591	$218,547	$244,319	$200,321
		$5,941,714	**$5,533,841**	**$5,026,995**	**$4,718,654**	**$4,379,329**	**$3,973,341**	**$3,609,594**	**$3,469,632**	**$3,209,476**	**$2,995,793**	**$2,895,366**
INTERGOVERNMENTAL REVENUE												
01-4000	State Liquor Distribution	$280,647	$280,647	$224,425	$243,919	$197,976	$205,624	$177,760	$183,479	$155,120	$157,220	$143,195
01-4130	County Fine Distribution	$8,000	$8,256	$8,552	$9,881	$8,500	$10,527	$9,037	$10,158	$29,474	$27,968	$42,795
		$288,647	**$288,903**	**$232,977**	**$253,800**	**$206,476**	**$216,151**	**$186,797**	**$193,637**	**$184,594**	**$185,188**	**$185,990**
LICENSES/PERMITS/FEE REVENUE												
01-4170	Franchise Fees	$375,190	$364,262	$349,110	$347,574	$320,464	$330,544	$317,560	$314,380	$287,270	$277,363	$267,391
01-4180	Business Licenses	$6,172	$6,172	$5,000	$6,172	$4,118	$4,272	$3,411	$3,066	$2,531	$2,164	$301
01-4181	Liquor Licenses	$3,938	$3,938	$6,000	$6,187	$6,250	$5,625	$6,344	$7,187	$6,101	$6,101	$5,063
01-4182	Beer Licenses	$1,060	$1,060	$3,000	$3,125	$3,333	$3,000	$2,490	$2,813	$1,897	$1,788	$2,375
01-4183	Wine Licenses	$2,000	$2,000	$2,500	$2,700	$2,813	$2,250	$2,078	$2,050	$800	$950	$1,700
01-4184	Animal Licenses	$7,105	$7,105	$11,500	$7,816	$11,843	$11,882	$7,373	$7,159	$6,465	$6,706	$6,254
01-4190	Catering Permit	$100	$100	$293	$40	$293	$670	$240	$420	$179	$240	$241
01-4193	Vendor Permits	$1,433	$1,433	$882	$1,285	$882	$1,050	$1,443	$1,305	$385	$415	$525
		$396,997	**$386,069**	**$378,286**	**$374,899**	**$349,997**	**$359,293**	**$340,939**	**$338,381**	**$305,628**	**$295,727**	**$283,850**
MISCELLANEOUS REVENUE												
01-4155	Administrative Services	$12,000	$17,801	$5,260	$5,820	$5,260	$5,589	$1,384	$5,756	$1,384	$1,399	$1,384
01-4173	Interest Revenue	$35,000	$37,955	$55,000	$107,045	$45,000	$82,172	$3,904	$19,137	$2,933	$3,235	$812
01-4185	Miscellaneous Income	$50,000	$104,450	$50,000	$73,936	$50,000	$55,749	$1,300	$51,255	$1,300	$4,112	$1,300
01-4195	Rental Income	$1,500	$1,435	$3,000	$2,651	$3,926	$4,605	$3,200	$4,065	$2,900	$2,900	$2,900
		$98,500	**$161,641**	**$113,260**	**$189,452**	**$104,186**	**$148,116**	**$9,788**	**$80,212**	**$8,517**	**$11,646**	**$6,396**
SENIOR CENTER ACTIVITY - MISCELLANEOUS REVENUE												
01-4195-1001	Rental Income	**$3,600**	$4,540	$3,600	$5,290	$6,340	$6,010	$6,100	$6,090	$5,805	$5,890	$6,635
BUILDING- LICENSES/PERMITS/FEES REVENUE (FORMERLY P&Z)												
01-4155-1005	Administrative Services	$75,000	$120,260	$67,900	$99,689	$67,900	$0	$0	$0	$0	$0	$0
01-4360-1005	Building Permits	$1,206,176	$1,206,176	$936,776	$1,107,419	$1,054,157	$1,010,733	$640,890	$752,314	$551,645	$599,596	$369,891
01-4361-1005	Plumbing Permits	$266,182	$266,182	$200,814	$222,026	$196,271	$205,795	$130,627	$162,501	$92,486	$118,579	$78,156
01-4362-1005	Electrical Permits	$271,884	$271,884	$225,644	$252,656	$213,127	$227,462	$141,453	$182,398	$107,637	$132,182	$119,339
01-4391-1005	IRES Check Fees	$24,151	$24,151	$17,895	$21,275	$18,500	$17,925	$9,833	$13,225	$7,520	$10,130	$5,695
01-4392-1005	Mechanical Permits	$122,868	$122,868	$126,652	$128,124	$123,997	$117,953	$81,862	$106,775	$57,960	$71,039	$39,953
		$1,966,262	**$1,891,262**	**$1,575,681**	**$1,831,188**	**$1,673,951**	**$1,579,868**	**$1,004,664**	**$1,217,213**	**$817,248**	**$931,525**	**$613,034**
PLANNING AND ZONING - MISCELLANEOUS REVENUE												
01-4155-1003	Administrative Services	$180,000	$173,349	$147,795	$162,686	$203,699	$336,946	$131,255	$134,385	$148,706	$145,715	$84,353
01-4185-1003	Miscellaneous Income	$0	$0	$0	$0	$0	$0	$0	$0	$0	$98	$0
01-4358-1003	Development Support Services	$7,500	$14,438	$6,529	$9,000	$6,529	$45,440	$4,476	$5,500	$10,410	$10,240	$4,173
01-4550-1003	Inspection Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$187,500	**$187,788**	**$154,324**	**$171,686**	**$210,228**	**$382,386**	**$135,731**	**$139,885**	**$159,116**	**$156,053**	**$88,526**
PARKS ACTIVITY - LICENSES/PERMITS/FEES REVENUE												
01-4195-1004	Rental Income	**$3,000**	$2,844	$3,000	$1,446	$6,560	$6,462	$1,746	$4,765	$2,093	$1,430	$1,467
PARKS ACTIVITY - MISCELLANEOUS REVENUE												
01-4185-1004	Miscellaneous Income	$800	$550	$0	$0	$50	$0	$0	$75	$0	$0	$0
01-4197-1004	RV Dump Revenue	$6,000	$5,759	$4,500	$5,234	$4,017	$4,113	$1,685	$3,799	$2,093	$1,430	$1,467
		$6,800	**$6,309**	**$4,500**	**$5,234**	**$4,067**	**$4,113**	**$1,685**	**$3,874**	**$2,093**	**$1,430**	**$1,467**
OTHER REVENUE												
01-4900	Transfer In	$0	$0	$0	$664,713	$0	$244,682	$0	$206,712	$0	$0	$0
01-4950	Carryover	$5,200,000	$4,420,149	$3,300,000	$3,629,028	$2,605,966	$2,493,184	$1,968,028	$2,605,230	$1,411,604	$1,587,703	$1,646,344
		$5,200,000	**$4,420,149**	**$3,300,000**	**$4,293,741**	**$2,605,966**	**$2,737,866**	**$1,968,028**	**$2,811,942**	**$1,411,604**	**$1,587,703**	**$1,646,344**
GRAND TOTAL REVENUE		**$14,093,020**	**$12,883,347**	**$10,792,623**	**$11,845,389**	**$9,547,100**	**$9,413,606**	**$7,265,072**	**$8,265,630**	**$6,106,174**	**$6,172,386**	**$5,729,075**
GRAND TOTAL WITHOUT CARRYOVER		$8,893,020	*$8,463,198*	*$7,492,623*	*$8,216,361*	*$6,941,134*	*$6,920,421*	*$5,297,044*	*$5,660,400*	*$4,694,570*	*$4,584,683*	*$4,082,731*

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2022
GENERAL FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
PUBLIC SAFETY EXPENDITURES												
01-6000	Law Enforcement Services	$2,751,625	$2,558,929	$2,558,929	$2,501,395	$2,501,394	$2,206,149	$2,206,149	$1,914,284	$1,914,284	$1,594,843	$1,594,843
01-6005	Animal Control Services	$120,000	$109,540	$109,540	$111,485	$114,138	$70,278	$70,250	$66,059	$66,158	$61,633	$61,715
01-6203	Prosecutorial Services	$54,000	$54,000	$54,000	$54,000	$54,000	$55,570	$55,570	$52,552	$52,552	$50,794	$50,794
		$2,925,625	**$2,722,469**	**$2,722,469**	**$2,666,880**	**$2,669,532**	**$2,331,997**	**$2,331,969**	**$2,032,895**	**$2,032,994**	**$1,707,270**	**$1,707,352**
LABOR & BENEFITS - ADMIN.												
01-5000	Salaries & Wages - Elected Officials	$109,374	$91,169	$98,844	$95,839	$96,988	$97,417	$92,925	$88,556	$92,400	$88,200	$91,350
01-5005	Salaries & Wages - Staff	$305,122	$312,110	$296,917	$278,482	$276,502	$262,877	$331,143	$268,560	$294,365	$250,701	$252,100
01-5800	OASDI - Employer	$25,699	$26,279	$24,537	$22,276	$23,156	$21,292	$26,292	$27,416	$23,979	$20,714	$21,294
01-5810	Medicare - Employer	$6,010	$6,377	$5,739	$5,207	$5,416	$4,980	$6,149	$4,863	$5,608	$4,771	$4,980
01-5820	Group Medical Insurance	$77,680	$81,807	$63,505	$72,123	$53,279	$45,183	$52,824	$54,485	$47,058	$44,613	$44,628
01-5830	Group Life Insurance	$211	$387	$229	$139	$229	$196	$357	$326	$326	$325	$325
01-5840	PERSI Employer 401 (a)	$49,491	$43,546	$47,281	$44,374	$44,622	$39,597	$49,520	$39,979	$45,203	$40,187	$40,187
01-5850	Worker's Compensation Insurance	$1,754	$546	$1,507	-$3,748	$1,454	-$1,775	$3,088	-$2,549	$2,844	$1,971	$2,177
01-5860	Group Dental & Vision Insurance	$4,060	$5,315	$7,000	$5,828	$4,794	$4,775	$4,939	$4,389	$4,419	$4,620	$4,617
01-5950	Development, Team Building, Orientation	$3,235	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
01-5960	Leave Time Fluctuation	$10,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
01-6280	Unemployment Expenses	$7,000	$994	$7,000	$4,045	$7,000	$6,376	$0	$1,094	$0	$0	$0
		$599,637	**$568,530**	**$552,560**	**$524,564**	**$513,441**	**$480,917**	**$567,237**	**$487,120**	**$516,202**	**$456,102**	**$461,658**
GENERAL GOVERNMENT - ADMIN.												
01-6025	Janitorial	$5,000	$3,849	$5,012	$3,606	$3,953	$2,634	$1,907	$1,876	$1,175	$1,075	$1,049
01-6050	Contract Labor	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
01-6052	Contract Services	$21,000	$17,575	$23,620	$15,586	$22,020	$12,351	$16,001	$15,122	$15,940	$16,211	$16,391
01-6075	Dues & Memberships	$61,035	$43,903	$48,697	$44,731	$44,366	$36,135	$39,896	$35,069	$37,773	$34,760	$34,957
01-6085	Election Expenses	$750	$0	$750	$0	$750	$0	$750	$0	$1,500	$0	$750
01-6125	Legal Publications	$17,500	$13,802	$15,000	$6,533	$6,500	$9,657	$2,000	$2,695	$2,000	$1,880	$1,800
01-6130	Liability & Property Insurance	$22,637	$21,156	$21,156	$19,772	$19,772	$18,479	$18,479	$17,270	$17,270	$16,447	$16,447
01-6140	Maintenance & Repair - Building	$13,000	$15,008	$4,000	$2,280	$1,600	$1,666	$1,600	$2,102	$1,600	$1,120	$760
01-6141	IT Small Equipment	$8,000	$5,682	$7,350	$0	$0	$0	$0	$0	$0	$0	$0
01-6142	Maintenance & Repair - Equipment	$24,000	$22,313	$19,610	$1,026	$8,500	$8,410	$7,631	$9,900	$7,631	$7,517	$7,386
01-6150	Maintenance & Repair - System	$4,500	$3,280	$4,500	$6,212	$0	$2,233	$0	$0	$0	$0	$0
01-6155	Meetings/Committees	$10,000	$6,363	$10,000	$2,594	$10,000	$3,390	$9,073	$8,411	$11,273	$9,471	$10,711
01-6165	Office Supplies	$11,500	$5,614	$14,166	$6,824	$11,500	$7,659	$10,564	$6,746	$10,564	$5,300	$5,274
01-6175	Small Tools	$10,000	$4,113	$12,100	$8,040	$12,100	$7,770	$6,810	$4,324	$7,359	$5,100	$6,000
01-6188	Signage	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
01-6190	Postage & Billing	$25,000	$23,894	$17,000	$15,022	$15,000	$13,895	$12,545	$12,415	$12,545	$13,620	$14,112
01-6202	Professional Services	$65,000	$60,224	$55,000	$42,391	$35,000	$38,390	$5,361	$9,744	$5,361	$7,427	$8,622
01-6211	Rent - Buildings & Land	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
01-6212	Rent - Equipment	$7,500	$6,554	$7,200	$5,715	$6,750	$1,730	$250	$126	$250	$270	$250
01-6255	Telephone	$10,500	$8,184	$9,500	$7,775	$7,782	$6,787	$8,503	$7,931	$8,503	$8,311	$7,906
01-6265	Training & Schooling	$7,000	$2,944	$7,000	$3,603	$7,000	$7,316	$7,025	$5,561	$6,940	$6,150	$7,424
01-6270	Travel	$2,000	$0	$2,000	$446	$1,500	$188	$270	$137	$270	$219	$1,725
01-6285	Uniforms	$750	$255	$300	$53	$300	$120	$250	$0	$250	$220	$250
01-6290	Utilities	$7,200	$6,651	$6,500	$5,254	$6,000	$4,987	$4,263	$5,969	$4,263	$4,227	$4,196
01-6300	Fuel Expenditures	$1,000	$437	$1,000	$502	$500	-$394	$900	$2,182	$900	$825	$600
01-6305	Maintenance & Repair - Vehicles	$1,500	$1,331	$1,000	$1,061	$1,000	$849	$300	$1,646	$300	$311	$113
01-6500	Cash Over/Short	$50	$24	$50	$0	$50	-$17	$12,788	$36	$0	-$14	$0
01-6505	Bank Fees	$22,000	$18,972	$22,000	$16,385	$15,138	$13,768	$12,788	$11,444	$12,788	$13,311	$10,163
		$358,422	**$292,127**	**$314,511**	**$215,413**	**$237,081**	**$198,003**	**$179,953**	**$160,707**	**$166,455**	**$153,758**	**$156,886**

ACCOUNT #	ACCOUNT NAME	FYE 2022 BUDGET	FYE 2021 ACTUAL*	FYE 2021 BUDGET	FYE 2020 ACTUAL	FYE 2020 BUDGET	FYE 2019 ACTUAL	FYE 2019 BUDGET	FYE 2018 ACTUAL	FYE 2018 BUDGET	FYE 2017 ACTUAL	FYE 2017 BUDGET
DEBT COVERAGE												
01-6015	Bond & Loan Payments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
01-6110	Interest Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
MISCELLANEOUS - ADMIN.												
01-6045	Contingency	$4,692,452	$129,830	$3,539,068	$118,010	$2,195,983	$165,966	$1,678,243	$335,798	$1,225,849	$302,869	$1,227,237
01-6036	Public Transportation	$27,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
01-6070	Donations	$33,000	$22,886	$33,029	$24,276	$30,643	$25,535	$25,848	$8,225	$9,000	$4,500	$4,500
01-6160	Miscellaneous Expenditures	$34,800	$5,165	$33,800	$1,942	$11,050	-$280	$0	$180	$0	$1,517	$24,443
01-6400	Transfers Out	$2,384,023	$1,110,185	$1,118,269	$1,582,259	$1,582,259	$636,500	$631,500	$360,133	$359,110	$563,075	$563,075
		$7,171,275	**$1,268,066**	**$4,724,166**	**$1,726,487**	**$3,819,935**	**$827,721**	**$2,335,591**	**$704,336**	**$1,593,959**	**$871,961**	**$1,819,255**
GENERAL GOVERNMENT - SENIOR CENTER												
01-6025-1001	Janitorial	$7,000	$6,553	$6,200	$5,663	$5,957	$5,680	$4,964	$3,003	$4,964	$4,280	$4,964
01-6036-1001	Public Transportation	$0	$0	$10,000	$10,000	$10,000	$0	$0	$0	$0	$0	$0
01-6130-1001	Liability & Property Insurance	$539	$504	$504	$471	$471	$440	$440	$411	$411	$195	$392
01-6140-1001	Maintenance & Repair - Building	$4,500	$4,224	$4,000	$3,029	$4,000	$499	$18,300	$2,574	$8,300	$2,912	$3,240
01-6255-1001	Telephone	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$597
01-6290-1001	Utilities	$8,500	$6,734	$8,500	$6,300	$7,101	$7,044	$6,928	$6,687	$6,928	$6,397	$6,928
		$20,539	**$18,015**	**$29,204**	**$25,462**	**$27,529**	**$13,663**	**$30,632**	**$12,675**	**$20,603**	**$13,785**	**$16,121**
MISCELLANEOUS - SENIOR CENTER												
01-6400-1001	Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$17,000	$17,000
		$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$17,000**	**$17,000**
GENERAL GOVERNMENT - STREET LIGHTS												
01-6142-1002	Maintenance & Repair - Equipment	$12,000	$5,539	$11,000	$10,324	$10,000	$1,845	$8,469	$11,324	$8,469	$5,265	$8,469
01-6290-1002	Utilities	$100,000	$89,763	$95,000	$83,746	$88,900	$81,982	$83,084	$82,252	$83,084	$80,513	$83,084
01-6300-1002	Fuel Expenditures	$0	$0	$0	$0	$0	$0	$315	$0	$315	$0	$315
01-6305-1002	Maintenance & Repair - Vehicles	$0	$0	$0	$0	$0	$0	$150	$77	$150	$0	$150
		$112,000	**$95,302**	**$106,000**	**$94,069**	**$98,900**	**$83,827**	**$92,018**	**$93,653**	**$92,018**	**$85,778**	**$92,018**
LABOR & BENEFITS - P&Z												
01-5005-1003	Salaries & Wages - Staff	$391,104	$310,919	$372,221	$332,716	$331,756	$352,808	$358,469	$321,179	$317,961	$304,011	$305,178
01-5800-1003	OASDI - Employer	$24,248	$18,888	$23,078	$20,120	$20,569	$21,650	$22,225	$18,849	$19,714	$17,670	$18,921
01-5810-1003	Medicare - Employer	$5,671	$4,418	$5,397	$4,705	$4,810	$5,063	$5,198	$4,408	$4,610	$4,132	$4,425
01-5820-1003	Group Medical Insurance	$58,173	$40,767	$43,738	$41,318	$43,057	$43,654	$42,509	$38,552	$42,509	$38,117	$38,374
01-5830-1003	Group Life Insurance	$211	$162	$193	$182	$185	$221	$198	$186	$198	$198	$206
01-5840-1003	PERSI Employer 401 (a)	$46,698	$37,182	$44,443	$39,719	$39,612	$41,313	$41,467	$35,593	$36,781	$30,714	$35,302
01-5850-1003	Worker's Compensation Insurance	$2,497	$1,804	$1,868	$1,871	$1,703	$2,063	$1,930	$1,704	$1,748	$1,620	$1,873
01-5860-1003	Group Dental & Vision Insurance	$4,117	$3,358	$4,460	$3,954	$3,781	$4,824	$4,138	$4,848	$4,138	$3,701	$3,798
		$532,720	**$417,498**	**$495,399**	**$444,585**	**$445,473**	**$471,597**	**$476,133**	**$425,319**	**$427,658**	**$400,163**	**$408,077**
GENERAL GOVERNMENT - P&Z												
01-6025-1003	Janitorial	$0	$0	$0	$0	$0	$891	$681	$628	$420	$536	$375
01-6027-1003	Code Enforcement	$600	$0	$600	$0	$800	$0	$750	$0	$1,500	$0	$850
01-6052-1003	Contract Services	$1,000	$717	$0	$0	$0	$8,299	$8,589	$3,016	$9,424	$3,845	$11,373
01-6075-1003	Dues & Memberships	$10,000	$10,000	$8,900	$3,295	$8,801	$333	$1,450	$403	$1,450	$998	$600
01-6125-1003	Legal Publications	$14,000	$10,558	$14,000	$6,679	$4,000	$3,562	$5,500	$5,026	$4,200	$4,887	$3,350
01-6130-1003	Liability & Property Insurance	$0	$0	$0	$0	$0	$5,280	$5,280	$4,934	$4,934	$2,350	$4,699
01-6140-1003	Maintenance & Repair - Building	$600	$141	$600	$352	$500	$429	$500	$727	$500	$1,048	$120
01-6142-1003	Maintenance & Repair - Equipment	$3,500	$779	$3,500	$1,347	$3,500	$2,785	$2,732	$4,563	$2,725	$3,517	$2,638
01-6150-1003	Maintenance & Repair - System	$0	$0	$0	$5	$0	$2,359	$0	$923	$0	$0	$0
01-6155-1003	Meetings/Committees	$300	$120	$250	$0	$250	-$490	$328	$0	$328	$200	$305
01-6160-1003	Miscellaneous Expenditures	$500	$384	$500	$54	$0	$0	$0	$0	$0	$0	$0
01-6165-1003	Office Supplies	$6,500	$2,195	$5,000	$2,069	$4,600	$2,411	$2,750	$2,170	$2,750	$1,802	$1,500
01-6175-1003	Small Tools	$10,000	$0	$7,320	$113	$7,320	$3,473	$3,535	$965	$11,140	$3,268	$4,000
01-6188-1003	Signage	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
01-6190-1003	Postage & Billing	$1,500	$499	$1,500	$490	$1,000	$504	$206	$548	$206	$176	$206

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
01-6202-1003	Professional Services	$18,000	$17,446	$12,500	$7,629	$12,500	$331,736	$189,484	$298,258	$221,989	$227,333	$286,283
01-6211-1003	Rent - Buildings & Land	$0	$0	$0	$0	$0	$0	$0	$0	$0	$103	$0
01-6212-1003	Rent - Equipment	$0	$0	$0	$0	$0	$525	$0	$41	$0	$0	$0
01-6255-1003	Telephone	$3,800	$3,390	$3,000	$2,838	$2,179	$2,792	$2,730	$2,500	$2,730	$3,746	$2,730
01-6265-1003	Training & Schooling	$5,000	$866	$4,585	$2,838	$4,435	$2,201	$4,277	$1,482	$4,200	$839	$3,816
01-6270-1003	Travel	$600	$0	$600	$0	$600	$132	$450	$24	$450	$82	$1,000
01-6285-1003	Uniforms	$700	$17	$0	$17	$0	$0	$0	$0	$0	$0	$0
01-6290-1003	Utilities	$0	$0	$0	$0	$0	$731	$1,094	$662	$1,094	$925	$1,070
01-6300-1003	Fuel Expenditures	$500	$28	$500	$41	$300	$45	$300	$137	$300	$42	$200
01-6305-1003	Maintenance & Repair - Vehicles	$200	$0	$200	$0	$100	$10	$100	$0	$100	$19	$38
01-6500-1003	Cash Over/Short	$0	$0	$0	$0	$0	$10	$0	$10	$0	$19	$0
01-6505-1003	Bank Fees	$0	$0	$0	$0	$0	$13,723	$4,500	$9,396	$4,500	$5,017	$2,400
		$77,300	**$47,140**	**$63,555**	**$27,766**	**$50,885**	**$381,738**	**$235,236**	**$336,412**	**$274,940**	**$260,751**	**$327,551**
LABOR & BENEFITS - PARKS												
01-5005-1004	Salaries & Wages - Staff	$578,160	$491,812	$474,391	$436,419	$454,434	$362,622	$333,709	$324,134	$323,896	$254,168	$264,222
01-5009-1004	Salaries & Wages - Seasonal	$0	$879	$62,108	$20,616	$48,241	$41,162	$57,121	$52,925	$56,646	$55,675	$55,216
01-5800-1004	OASDI - Employer	$35,846	$29,867	$33,263	$27,682	$31,166	$24,069	$24,231	$24,058	$23,594	$19,794	$19,805
01-5810-1004	Medicare - Employer	$8,383	$6,985	$7,779	$6,474	$7,289	$5,630	$5,667	$5,626	$5,518	$4,629	$4,632
01-5820-1004	Group Medical Insurance	$122,203	$93,941	$88,901	$75,109	$80,186	$64,007	$50,392	$51,046	$53,451	$41,312	$42,953
01-5830-1004	Group Life Insurance	$430	$396	$390	$350	$390	$320	$276	$296	$276	$224	$221
01-5840-1004	PERSI Employer 401 (a)	$69,032	$56,250	$56,642	$51,526	$54,259	$43,141	$38,602	$36,107	$37,467	$30,240	$30,564
01-5850-1004	Worker's Compensation Insurance	$18,091	$19,963	$20,179	$17,024	$18,907	$15,373	$14,927	$15,756	$12,732	$12,866	$12,725
01-5860-1004	Group Dental & Vision Insurance	$8,071	$7,620	$7,900	$6,709	$6,916	$5,707	$4,538	$5,005	$4,777	$3,918	$4,117
01-6280-1004	Unemployment Expenses	$0	$0	$0	$0	$0	$0	$6,087	$0	$6,087	$0	$6,087
		$840,217	**$707,714**	**$751,554**	**$641,910**	**$701,787**	**$562,031**	**$535,551**	**$514,952**	**$524,444**	**$422,827**	**$440,542**
GENERAL GOVERNMENT - PARKS												
01-6025-1004	Janitorial	$7,000	$2,218	$6,954	$1,886	$6,954	$4,705	$3,300	$3,046	$3,000	$2,643	$3,000
01-6052-1004	Contract Services	$1,500	$1,229	$1,000	$1,023	$500	$0	$0	$438	$0	$0	$0
01-6075-1004	Dues & Memberships	$600	$248	$600	$315	$600	$196	$600	$450	$600	$525	$415
01-6125-1004	Legal Publications	$300	$0	$300	$0	$300	$293	$0	$242	$0	$0	$0
01-6130-1004	Liability & Property Insurance	$7,052	$7,052	$7,052	$6,591	$6,591	$6,160	$6,160	$5,757	$5,757	$5,757	$5,482
01-6135-1004	Public Entertainment	$25,000	$9,372	$22,000	$1,955	$20,000	$0	$0	$0	$0	$0	$0
01-6140-1004	Maintenance & Repair - Building	$15,000	$7,309	$10,000	$6,000	$10,000	$2,824	$5,000	$10,587	$5,000	$4,565	$3,750
01-6142-1004	Maintenance & Repair - Equipment	$15,000	$10,543	$10,000	$10,777	$10,000	$11,867	$8,500	$9,971	$8,500	$7,759	$8,737
01-6150-1004	Maintenance & Repair - System	$174,500	$104,601	$110,000	$73,546	$69,000	$51,625	$61,500	$54,935	$52,000	$51,664	$30,000
01-6165-1004	Office Supplies	$3,000	$2,067	$3,000	$2,391	$3,000	$4,618	$1,500	$2,300	$1,500	$1,849	$700
01-6175-1004	Small Tools	$20,000	$11,044	$11,200	$7,261	$11,200	$10,163	$10,500	$11,187	$10,500	$13,195	$10,500
01-6188-1004	Signage	$3,000	$400	$3,000	$100	$3,000	$300	$3,000	$218	$500	$344	$275
01-6211-1004	Rent - Buildings & Land	$2,082	$2,082	$2,082	$2,082	$2,082	$2,082	$2,082	$1,934	$2,082	$2,082	$2,082
01-6212-1004	Rent - Equipment	$26,600	$23,878	$26,600	$22,228	$25,000	$23,182	$8,260	$14,424	$8,260	$7,772	$5,000
01-6230-1004	Safety Training & Equipment	$4,000	$1,807	$4,000	$1,295	$3,000	$1,303	$2,500	$972	$2,000	$1,089	$1,819
01-6255-1004	Telephone	$9,700	$7,318	$9,700	$7,784	$5,402	$6,114	$3,848	$4,803	$3,848	$3,231	$3,256
01-6265-1004	Training & Schooling	$5,000	$4,234	$5,000	$2,813	$5,000	$2,027	$2,500	$3,319	$2,500	$2,665	$1,635
01-6285-1004	Uniforms	$3,200	$2,566	$2,500	$2,255	$2,500	$2,016	$2,000	$2,165	$2,000	$2,180	$1,580
01-6290-1004	Utilities	$40,000	$17,617	$37,000	$16,589	$41,500	$17,671	$41,500	$27,261	$41,558	$18,783	$39,203
01-6300-1004	Fuel Expenditures	$13,500	$8,987	$13,500	$9,209	$12,200	$11,624	$12,200	$15,138	$12,200	$9,213	$12,200
01-6305-1004	Maintenance & Repair - Vehicles	$6,000	$3,726	$6,000	$987	$6,000	$3,568	$5,000	$3,240	$5,000	$3,797	$3,000
01-6505-1004	Bank Fees	$750	$515	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$382,784	**$228,812**	**$291,488**	**$177,087**	**$243,829**	**$162,337**	**$179,949**	**$172,388**	**$166,805**	**$139,112**	**$132,634**
LABOR & BENEFITS - BUILDING												
01-5005-1005	Salaries & Wages - Staff	$218,376	$202,588	$205,843	$222,142	$232,673	$110,560	$117,012	$102,102	$115,646	$84,202	$87,089
01-5800-1005	OASDI - Employer	$13,539	$12,558	$12,762	$13,556	$14,426	$6,980	$7,255	$6,205	$7,170	$4,488	$5,400
01-5810-1005	Medicare - Employer	$3,166	$2,937	$2,985	$3,170	$3,374	$1,633	$1,697	$1,451	$1,677	$1,050	$1,263
01-5820-1005	Group Medical Insurance	$43,355	$27,186	$29,998	$27,728	$30,452	$12,109	$11,287	$11,003	$11,287	$5,979	$7,650

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
01-5830-1005	Group Life Insurance	$134	$121	$132	$134	$144	$65	$62	$57	$62	$33	$45
01-5840-1005	PERSI Employer 401 (a)	$26,074	$24,455	$24,578	$26,086	$27,781	$12,920	$13,536	$11,431	$13,378	$8,193	$10,074
01-5850-1005	Worker's Compensation Insurance	$1,639	$3,767	$2,002	$3,891	$3,751	$2,484	$2,886	$2,161	$2,765	$1,197	$1,702
01-5860-1005	Group Dental & Vision Insurance	$2,722	$2,044	$2,735	$2,462	$2,680	$998	$1,016	$937	$1,016	$596	$733
01-6280-1005	Unemployment Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$309,005	**$275,657**	**$281,035**	**$299,170**	**$315,281**	**$147,748**	**$154,751**	**$135,347**	**$153,001**	**$105,738**	**$113,956**
GENERAL GOVERNMENT - BUILDING												
01-6052-1005	Contract Services	$516,270	$341,270	$268,540	$309,282	$251,839	$0	$0	$0	$0	$0	$0
01-6075-1005	Dues & Memberships	$4,000	$3,420	$3,750	$3,449	$3,570	$190	$1,075	$190	$1,075	$357	$600
01-6125-1005	Legal Publications	$800	$0	$0	$0	$100	$0	$100	$0	$100	$0	$0
01-6130-1005	Liability & Property Insurance	$6,468	$6,044	$6,044	$5,649	$5,649	$0	$0	$0	$0	$0	$0
01-6142-1005	Maintenance & Repair - Equipment	$650	$0	$550	$0	$550	$10	$550	$5	$550	$0	$0
01-6150-1005	Maintenance & Repair - System	$1,500	$0	$1,400	$197	$1,200	$1,501	$200	$80	$200	$0	$0
01-6155-1005	Meetings/Committees	$130	$35	$60	$0	$60	$0	$60	$0	$60	$0	$0
01-6165-1005	Office Supplies	$8,300	$7,252	$4,000	$5,199	$1,650	$2,529	$1,100	$2,407	$1,100	$996	$1,100
01-6175-1005	Small Tools	$1,300	$13,499	$950	$43	$950	$18	$750	$563	$750	$150	$300
01-6188-1005	Signage	$200	$0	$150	$0	$150	$0	$150	$0	$150	$20	$150
01-6230-1005	Safety Training & Equipment	$450	$0	$600	$180	$300	$0	$300	$113	$300	$0	$0
01-6255-1005	Telephone	$2,200	$1,495	$2,000	$1,378	$1,463	$1,560	$1,028	$1,014	$1,028	$761	$865
01-6265-1005	Training & Schooling	$4,500	$0	$3,000	$0	$3,000	$475	$3,000	$2,181	$3,000	$1,702	$2,500
01-6270-1005	Travel	$0	$0	$0	$0	$0	$0	$0	$6	$0	$0	$50
01-6300-1005	Fuel Expenditures	$9,500	$8,396	$7,500	$7,169	$5,940	$5,123	$5,400	$2,441	$5,400	$1,611	$2,188
01-6305-1005	Maintenance & Repair - Vehicles	$2,000	$704	$2,000	$2,041	$880	$12	$800	$83	$800	$737	$700
01-6505-1005	Bank Fees	$26,000	$23,913	$14,000	$17,354	$13,528	$0	$0	$0	$0	$0	$0
		$584,268	**$406,028**	**$314,545**	**$351,940**	**$290,830**	**$11,418**	**$14,513**	**$9,084**	**$14,513**	**$6,334**	**$8,453**
MISCELLANEOUS - BUILDING												
01-6400-1005	Transfers Out	$0	$0	$0	$0	$0	$0	$0	$29,000	$29,000	$0	$28,000
		$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$29,000**	**$29,000**	**$0**	**$28,000**
LABOR & BENEFITS - ECONOMIC DEVELOPMENT												
01-5005-4000	Salaries & Wages - Staff	$88,116	$63,283	$79,855	$74,337	$75,294	$72,731	$74,241	$40,599	$61,233	$0	$0
01-5800-4000	OASDI - Employer	$5,463	$3,934	$4,951	$4,608	$4,668	$4,584	$4,603	$2,432	$3,796	$0	$0
01-5810-4000	Medicare - Employer	$1,278	$920	$1,158	$1,078	$1,092	$1,072	$1,076	$569	$888	$0	$0
01-5820-4000	Group Medical Insurance	$23,240	$5,847	$7,177	$6,445	$6,730	$6,608	$6,134	$3,155	$6,134	$0	$0
01-5830-4000	Group Life Insurance	$36	$28	$35	$34	$35	$35	$34	$17	$34	$0	$0
01-5840-4000	PERSI Employer 401 (a)	$10,521	$7,595	$9,535	$8,917	$8,990	$8,502	$8,588	$4,441	$7,083	$0	$0
01-5850-4000	Worker's Compensation Insurance	$221	$189	$200	$237	$189	$235	$198	$101	$159	$0	$0
01-5860-4000	Group Dental & Vision Insurance	$1,254	$468	$581	$564	$569	$576	$552	$274	$552	$0	$0
		$130,129	**$82,265**	**$103,492**	**$96,222**	**$97,567**	**$94,344**	**$95,426**	**$51,588**	**$79,879**	**$0**	**$0**
GENERAL GOVERNMENT - ECONOMIC DEVELOPMENT												
01-6052-4000	Contract Services	$0	$0	$0	$683	$0	$2,000	$0	$37	$0	$0	$0
01-6075-4000	Dues & Memberships	$5,500	$4,140	$6,790	$8,355	$8,603	$7,224	$6,623	$750	$650	$0	$0
01-6125-4000	Legal Publications	$750	$195	$0	$164	$2,000	$0	$5,000	$0	$5,000	$0	$0
01-6155-4000	Meetings/Committees	$10,500	$3,022	$9,353	$4,832	$8,290	$7,592	$8,290	$245	$1,100	$0	$0
01-6160-4000	Miscellaneous Expense	$1,000	$500	$550	$450	$800	$472	$0	$0	$0	$0	$0
01-6165-4000	Office Supplies	$2,500	$326	$500	$336	$500	$225	$1,000	$415	$1,750	$0	$0
01-6175-4000	Small Tools	$200	$0	$2,000	$0	$2,050	$1,350	$2,000	$2,525	$2,000	$0	$0
01-6188-4000	Signage	$0	$0	$0	$0	$0	$0	$300	$0	$300	$0	$0
01-6202-4000	Professional Services	$20,000	$5,000	$15,000	$2,249	$5,000	$1,850	$6,000	$90	$0	$0	$0
01-6255-4000	Telephone	$650	$290	$650	$494	$487	$588	$0	$341	$0	$0	$0
01-6265-4000	Training & Schooling	$3,000	$0	$3,100	$715	$2,600	$2,290	$2,375	$2,535	$1,500	$0	$0
01-6270-4000	Travel	$5,000	$0	$4,700	$798	$4,700	$3,241	$4,525	$0	$1,100	$0	$0
		$49,100	**$13,473**	**$42,643**	**$19,074**	**$35,030**	**$26,832**	**$36,113**	**$6,937**	**$13,400**	**$0**	**$0**
GRAND TOTAL EXPENDITURES		**$14,093,020**	**$7,143,097**	**$10,792,622**	**$7,310,628**	**$9,547,100**	**$5,794,173**	**$7,265,072**	**$5,172,413**	**$6,105,872**	**$4,640,580**	**$5,729,503**

ACCOUNT #	ACCOUNT NAME	FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
GRAND TOTAL WITHOUT CONTINGENCY		**$9,373,568**	*$7,013,267*	*$7,253,554*	*$7,192,618*	*$7,351,117*	*$5,628,207*	*$5,586,829*	*$4,836,616*	*$4,880,023*	*$4,337,711*	*$4,502,266*

*Forecast

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2022
GRANT FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
GRANT REVENUE												
03-4200	Grant Revenue	$1,320,769	$1,564,064	$896,856	$549,298	$2,270,196	$24,524	$1,100,000	$449,324	$1,100,000	$378,635	$945,000
03-4950	Carryover	$0	$0	$0	$0	$13,233	($2,528)	$114,216	$105,061	$209,725	$80,217	$209,725
		$1,320,769	**$1,564,064**	**$896,856**	**$549,298**	**$2,283,429**	**$21,996**	**$1,214,216**	**$554,385**	**$1,309,725**	**$458,852**	**$1,154,725**
GRANT EXPENDITURES												
03-6354	Grant Expenditures	$1,320,769	$272,285	$896,856	$1,830,967	$2,283,429	$19,098	$1,214,216	$554,385	$161,550	$298,418	$0
GRAND TOTAL NET		**$1,320,769**	**$272,285**	**$896,856**	**$1,830,967**	**$2,283,429**	**$19,098**	**$1,214,216**	**$554,385**	**$161,550**	**$298,418**	**$0**

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2022
LATE COMERS FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
OPERATING REVENUE												
05-4173	Interest Revenue	$20,000	$26,805	$25,000	$60,906	$15,000	$46,101	$400	$12,272	$400	$2,165	$148
05-4504	Water Main Capacity Fee	$1,288,696	$1,251,161	$932,589	$1,232,962	$1,036,969	$979,746	$350,000	$760,279	$350,000	$595,942	$205,200
05-4604	Sewer Main Capacity Fee	$1,478,809	$1,435,737	$718,162	$1,065,439	$721,230	$682,051	$250,000	$553,992	$250,000	$416,805	$145,075
05-4704	Irrigaton Main Capacity Fee	$628,653	$610,343	$410,226	$551,859	$492,525	$468,779	$205,000	$355,539	$205,000	$265,565	$108,500
05-4950	Carryover	$5,007,499	$3,810,016	$3,492,098	$2,246,583	$2,535,532	$914,526	$974,551	$0	$0	$0	$0
		$8,423,657	**$7,134,061**	**$5,578,076**	**$5,157,748**	**$4,801,256**	**$3,091,205**	**$1,779,951**	**$1,682,082**	**$805,400**	**$1,280,477**	**$458,923**
GRAND TOTAL REVENUE		**$8,423,657**	**$7,134,061**	**$5,578,076**	**$5,157,748**	**$4,801,256**	**$3,091,205**	**$1,779,951**	**$1,682,082**	**$805,400**	**$1,280,477**	**$458,923**
GRAND TOTAL WITHOUT CARRYOVER		***$3,416,158***	*$3,324,045*	*$2,085,978*	*$2,911,165*	*$2,265,724*	*$2,176,679*	*$805,400*	*$1,682,082*	*$805,400*	*$1,280,477*	*$458,923*

*Forecast

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021
LATE COMERS FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
OPERATING EXPENDITURES												
05-6305	Water Main Capacity Reimburse	$822,880	$130,237	$944,146	$189,197	$400,000	$175,561	$350,000	$271,591	$350,000	$572,001.0	$205,275
05-6306	Sewer Main Capacity Reimburse	$2,688,350	$1,061,943	$1,848,502	$636,483	$487,481	$259,163	$250,000	$254,184	$250,000	$334,787.0	$145,075
05-6307	PI Main Capacity Reimburse	$562,865	$306,654	$407,172	$525,929	$477,318	$407,971	$205,400	$303,590	$205,400	$267,559.0	$108,500
05-6400	Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$4,074,096	**$1,498,835**	**$3,199,821**	**$1,351,610**	**$1,364,798**	**$842,696**	**$805,400**	**$829,365**	**$805,400**	**$1,174,347**	**$458,850**
OTHER EXPENDITURES												
05-6045	Contingency	$4,349,561	$0	$2,378,255	$0	$3,436,458	$0	$73	$0	$0	$0	$0
		$4,349,561	**$0**	**$2,378,255**	**$0**	**$3,436,458**	**$0**	**$73**	**$0**	**$0**	**$0**	**$0**
GRAND TOTAL EXPENDITURES		**$8,423,657**	**$1,498,835**	**$5,578,076**	**$1,351,610**	**$4,801,256**	**$842,696**	**$805,473**	**$829,365**	**$805,400**	**$1,174,347**	**$458,850**
GRAND TOTAL WITHOUT CONTINGENCY		***$4,074,096***	*$1,498,835*	*$3,199,821*	*$1,351,610*	*$1,364,798*	*$842,696*	*$805,400*	*$829,365*	*$805,400*	*$1,174,347*	*$458,850*

*Forecast

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2022
WATER FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
OPERATING REVENUE												
20-4185	Miscellaneous Income	$100,000	$104,751	$70,000	$107,920	$75,000	$97,805	$99,907	$161,971	$99,907	$476,767	$130,055
20-4358	Development Support Services	$2,000	$1,992	$1,700	$2,032	$2,000	$1,864	$4,000	$2,696	$4,000	$2,927	$3,000
20-4500	Metered Water Sales	$2,373,760	$2,260,724	$2,391,048	$2,310,079	$2,212,652	$2,086,026	$1,849,903	$1,881,258	$1,849,903	$1,738,230	$1,653,170
20-4507	Water Token Sales - Bulk Water	$107,562	$107,562	$39,953	$89,664	$45,000	$47,374	$21,024	$38,658	$21,024	$29,765	$10,000
20-4510	Service Reconnect Fees	$7,000	$4,799	$13,200	$11,470	$14,000	$17,368	$22,500	$12,684	$22,500	$16,829	$18,000
20-4550	Water Line Inspections	$72,456	$72,456	$65,334	$65,822	$45,000	$64,646	$20,000	$41,546	$20,000	$15,232	$15,000
20-4775	Late Pay Fees	$20,000	$19,747	$27,000	$29,654	$32,000	$37,793	$34,000	$37,785	$34,000	$35,971	$0
		$2,682,778	**$2,572,030**	**$2,608,234**	**$2,616,641**	**$2,425,652**	**$2,352,876**	**$2,051,334**	**$2,176,600**	**$2,051,334**	**$2,315,721**	**$1,829,225**
CAPITAL REVENUE												
20-4173	Interest Revenue	$75,000	$79,000	$75,000	$176,632	$100,000	$168,338	$4,719	$50,833	$2,000	$4,672	$2,000
20-4503	New Meter Revenue	$291,842	$291,842	$240,487	$291,502	$263,240	$254,854	$127,346	$192,532	$56,000	$141,496	$56,000
20-4505	New Service Connection	$1,000,000	$1,030,784	$804,176	$977,043	$881,020	$894,300	$440,024	$697,293	$189,875	$488,915	$189,875
20-4900	Transfers In	$0	$0	$0	$0	$0	$0	$14,000	$48	$0	$0	$0
20-4950	Carryover	$12,213,185	$10,683,837	$8,376,718	$8,473,779	$7,650,137	$6,328,662	$5,407,215	$0	$2,754,793	$0	$886,104
		$13,580,028	**$12,085,463**	**$9,496,382**	**$9,918,956**	**$8,894,397**	**$7,646,155**	**$5,993,304**	**$940,706**	**$3,002,668**	**$635,083**	**$1,133,979**
GRAND TOTAL REVENUE		**$16,262,805**	**$14,657,494**	**$12,104,616**	**$12,535,597**	**$11,320,048**	**$9,999,031**	**$8,044,638**	**$3,117,306**	**$5,054,002**	**$2,950,804**	**$2,963,204**
GRAND TOTAL WITHOUT CARRYOVER		***$4,049,620***	*$3,973,656*	*$3,727,898*	*$4,061,818*	*$3,669,912*	*$3,670,368*	*$2,637,423*	*$3,117,306*	*$2,299,209*	*$2,950,804*	*$2,077,100*

*Forecast

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021
WATER FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
LABOR & BENEFITS												
20-5000	Salaries & Wages - Elected	$4,861	$4,956	$4,393	$4,402	$4,311	$4,385	$4,130	$3,961	$4,107	$3,920	$4,060
20-5005	Salaries & Wages - Staff	$764,853	$607,597	$642,870	$606,724	$605,013	$544,166	$583,745	$483,039	$520,382	$423,301	$462,634
20-5009	Salaries & Wages - Seasonal	$0	$0	$0	$0	$0	$0	$0	$305	$9,063	$0	$0
20-5795	Salaries - Overtime	$21,033	$12,184	$16,072	$14,510	$15,125	$13,057	$0	$0	$0	$0	$0
20-5800	OASDI - Employer	$49,026	$38,322	$41,127	$37,494	$38,716	$34,194	$36,448	$28,733	$33,080	$25,704	$28,935
20-5810	Medicare - Employer	$11,466	$8,963	$9,618	$8,768	$9,055	$7,997	$8,524	$6,095	$7,737	$6,012	$6,767
20-5820	Group Medical Insurance	$130,162	$95,272	$88,399	$86,578	$86,073	$75,045	$82,363	$69,699	$72,401	$59,114	$66,012
20-5830	Group Life Insurance	$493	$399	$405	$382	$406	$378	$393	$320	$338	$289	$324
20-5840	PERSI Employer 401 (a)	$94,415	$74,864	$79,203	$72,708	$74,560	$64,739	$68,024	$51,198	$60,692	$45,555	$54,006
20-5850	Worker's Compensation	$25,924	$16,970	$20,171	$13,529	$20,563	$15,108	$22,140	$11,780	$18,987	$11,294	$11,637
20-5860	Group Dental/Vision Insurance	$9,490	$7,851	$9,500	$8,448	$7,724	$7,204	$7,805	$6,470	$6,908	$6,200	$6,930
20-5950	Development, Team Building, Orientation	$1,514	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
21-5960	Leave Time Fluctuation	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
20-6280	Unemployment Expenses	$4,000	$0	$0	$0	$0	$0	$0	$28	$0	$0	$0
		$1,122,237	**$867,378**	**$911,758**	**$853,542**	**$861,545**	**$766,272**	**$813,573**	**$661,627**	**$733,695**	**$581,388**	**$641,305**
MAINTENANCE & GENERAL OPERATIONS												
20-6025	Janitorial	$9,000	$4,246	$7,000	$4,226	$3,700	$3,473	$3,000	$2,410	$1,449	$1,852	$1,449
20-6050	Contract Labor	$5,000	$0	$1,500	$0	$5,000	$0	$2,500	$0	$2,500	$0	$2,500
20-6052	Contract Services	$20,000	$16,872	$20,000	$11,813	$19,828	$10,418	$19,828	$15,207	$13,522	$18,864	$13,522
20-6060	DEQ Assessment Fees	$35,000	$24,000	$30,671	$21,498	$30,671	$21,498	$20,447	$19,650	$18,564	$16,812	$18,564
20-6065	Dig Line Expenditures	$6,500	$3,863	$29,000	$3,393	$2,700	$3,081	$2,000	$2,265	$2,000	$1,639	$2,000
20-6075	Dues & Memberships	$7,500	$4,739	$2,800	$3,826	$2,793	$819	$2,793	$1,824	$2,100	$2,034	$2,100

20-6110	Interest Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$2,500	$0	$2,500
20-6125	Legal Publications	$7,000	$1,493	$1,000	$1,525	$1,000	$72	$1,000	$533	$1,000	$349	$1,000
20-6130	Liability & Property Insurance	$21,559	$20,149	$20,149	$18,831	$18,831	$17,599	$17,700	$16,447	$15,664	$15,664	$15,664
20-6131	Insurance Claims Paid	$1,500	$0	$500	$0	$0	$0	$0	$0	$100	$0	$100
20-6140	Maint. & Repair - Bldng. & Grounds	$20,000	$16,282	$14,950	$12,172	$14,950	$9,873	$14,950	$10,857	$13,000	$12,979	$10,000
20-6141	IT Small Equipment	$11,000	$5,546	$9,702	$0	$0	$0	$0	$0	$0	$0	$0
20-6142	Maint. & Repair - Equipment	$25,000	$18,518	$12,500	$8,856	$11,500	$11,149	$11,000	$9,663	$10,000	$8,602	$15,502
20-6150	Maint. & Repair - System	$150,000	$108,860	$133,000	$129,101	$133,000	$51,323	$133,000	$32,777	$75,000	$49,475	$133,000
20-6151	Maint. & Repair - Process Chemicals	$30,000	$14,604	$30,000	$18,904	$30,000	$14,620	$15,000	$20,927	$10,000	$9,785	$8,000
20-6152	Maint. & Repair - Lab Costs	$12,000	$5,620	$10,920	$6,956	$10,920	$2,110	$9,100	$10,411	$9,100	$8,541	$9,000
20-6155	Meetings/Committees	$3,500	$697	$1,050	$130	$1,050	$40	$1,050	$363	$1,050	$388	$930
20-6160	Miscellaneous Expenditures	$30,000	$4,476	$20,000	$1,006	$20,000	$2,913	$4,313	$7,496	$4,313	$50	$4,313
20-6165	Office Supplies	$8,500	$6,165	$8,000	$6,544	$4,500	$3,980	$2,625	$3,019	$2,100	$1,737	$1,800
20-6175	Small Tools	$15,000	$4,728	$15,000	$14,661	$15,000	$5,559	$15,000	$8,268	$15,000	$10,057	$22,248
20-6190	Postage & Billing	$27,500	$21,695	$27,500	$23,485	$21,700	$20,933	$21,700	$19,701	$21,700	$16,955	$23,814
20-6202	Professional Services	$35,000	$5,755	$32,000	$5,415	$32,000	$28,310	$14,000	$17,870	$8,557	$3,712	$6,451
20-6211	Rent - Buildings & Land	$2,000	$1,512	$1,512	$1,512	$1,512	$1,512	$1,512	$1,386	$1,512	$2,206	$1,512
20-6212	Rent - Equipment	$3,500	$806	$3,000	$227	$3,000	$2,127	$1,500	$179	$1,500	$0	$1,500
20-6230	Safety Training & Equipment	$5,500	$3,357	$2,750	$819	$2,750	$235	$2,750	$408	$2,750	$987	$2,750
20-6255	Telephone	$17,500	$12,937	$17,500	$11,986	$13,406	$11,096	$13,406	$11,220	$13,406	$12,548	$11,881
20-6265	Training & Schooling	$6,500	$2,688	$6,500	$2,545	$6,500	$3,139	$6,500	$1,516	$6,500	$2,131	$6,500
20-6270	Travel	$3,000	$0	$1,200	$354	$1,200	$0	$1,200	$78	$1,200	$4	$1,200
20-6285	Uniforms	$5,200	$2,083	$4,800	$2,455	$4,800	$1,911	$4,000	$1,141	$4,000	$2,226	$3,250
20-6290	Utilities	$150,000	$117,607	$150,000	$101,131	$150,000	$107,479	$150,000	$122,514	$150,000	$141,144	$150,000
20-6300	Fuel	$16,500	$12,290	$14,500	$10,471	$14,500	$10,093	$14,500	$18,393	$14,500	$12,717	$13,000
20-6305	Maint. & Repair - Vehicles	$8,000	$6,319	$6,500	$4,964	$6,500	$3,268	$6,500	$3,140	$6,500	$4,243	$6,500
20-6505	Bank Fees	$34,000	$29,741	$27,500	$25,284	$25,000	$22,186	$16,050	$18,566	$16,050	$15,863	$15,971
		$732,259	**$477,650**	**$663,003**	**$454,088**	**$608,310**	**$370,814**	**$528,924**	**$378,229**	**$447,137**	**$373,565**	**$508,521**
DEBT COVERAGE												
20-6015	Bond & Loan Payments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
CAPITAL EXPENDITURES												
20-6020	Capital Improvements	$5,261,300	$1,362,382	$2,084,200	$386,888	$1,654,480	$366,326	$2,500,000	$39,441	$1,813,420	$534,342	$1,435,000
20-6166	PP&E	$224,600	$81,757	$197,160	$106,576	$256,350	$14,776	$359,604	$237,266	$294,604	$78,427	$244,332
		$5,485,900	**$1,444,139**	**$2,281,360**	**$493,463**	**$1,910,830**	**$381,102**	**$2,859,604**	**$276,706**	**$2,108,024**	**$612,769**	**$1,679,332**
OTHER EXPENDITURES												
20-6045	Contingency	$8,922,109	$39,345	$8,248,195	$92,293	$7,939,363	$42,397	$3,838,542	$39,235	$2,061,085	$4,739	$124,380
20-6095	Bad Debts Expense	$300	$100	$300	$0	$0	$105	$4,000	$294	$4,000	$0	$4,000
20-6400	Transfers Out	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
20-6500	Cash Over/Short	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,000
		$8,922,409	**$39,445**	**$8,248,495**	**$92,293**	**$7,939,363**	**$42,502**	**$3,842,542**	**$39,529**	**$2,065,085**	**$4,739**	**$130,380**
GRAND TOTAL EXPENDITURES		$16,262,805	**$2,828,612**	**$12,104,616**	**$1,893,387**	**$11,320,048**	**$1,560,691**	**$8,044,644**	**$1,356,091**	**$5,353,941**	**$1,572,461**	**$2,959,538**
GRAND TOTAL WITHOUT CONTINGENCY		***$7,340,696***	*$2,789,266*	*$3,856,421*	*$1,801,094*	*$3,380,685*	*$1,518,294*	*$4,206,101*	*$1,316,856*	*$3,292,856*	*$1,567,722*	*$2,835,158*

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2022
SEWER FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
OPERATING REVENUE												
21-4185	Miscellaneous Income	$90,000	$109,814	$50,000	$107,286	$50,000	$92,482	$138,450	$78,198	$138,450	$58,948	$900
21-4358	Development Support Services	$2,000	$2,596	$1,500	$2,116	$1,500	$1,780	$4,000	$2,696	$4,000	$3,127	$2,000
21-4510	Service Reconnect Fees	$12,000	$8,352	$17,000	$15,976	$17,000	$21,748	$13,000	$26,111	$13,000	$16,829	$0
21-4550	Sewer Line Inspections	$45,000	$59,537	$35,000	$42,774	$30,000	$50,354	$9,000	$33,422	$9,000	$18,509	$8,000
21-4600	Sewer User Fees	$4,527,251	$4,172,582	$3,888,000	$3,387,923	$2,741,199	$2,611,732	$2,227,403	$2,366,842	$2,227,403	$2,117,037	$2,041,173
21-4640	Sewer Farm Revenue	$114,782	$114,782	$102,714	$109,028	$115,182	$111,810	$139,570	$124,192	$139,570	$131,226	$139,750
21-4775	Late Payment Fee	$35,000	$39,320	$35,000	$43,109	$35,000	$47,276	$23,000	$42,580	$23,000	$35,970	$0
		$4,826,033	**$4,506,982**	**$4,129,214**	**$3,708,211**	**$2,989,881**	**$2,937,182**	**$2,554,423**	**$2,674,042**	**$2,554,423**	**$2,381,647**	**$2,191,823**
CAPITAL REVENUE												
21-4173	Interest Revenue	$40,000	$43,831	$50,000	$99,103	$65,000	$99,648	$5,900	$42,617	$5,900	$6,886	$2,300
21-4505	New Service Connection	$0	$0	$0	$0	$0	$276	$0	$4,555	$0	$3,277	$0
21-4606	LID Reduced Sewer Connection	$1,183,207	$1,126,864	$825,000	$983,298	$843,217	$863,140	$474,978	$677,315	$474,978	$485,814	$112,608
21-4900	Transfers In	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
21-4950	Carryover	$8,429,102	$7,009,423	$4,967,275	$4,796,646	$3,863,199	$5,310,831	$4,695,560	$0	$2,984,664	$0	$1,229,447
		$9,652,310	**$8,180,117**	**$5,842,275**	**$5,879,047**	**$4,771,416**	**$6,273,894**	**$5,176,438**	**$724,487**	**$3,465,542**	**$495,977**	**$1,344,355**
GRAND TOTAL REVENUE		**$14,478,343**	**$12,687,099**	**$9,971,489**	**$9,587,259**	**$7,761,297**	**$9,211,076**	**$7,730,861**	**$3,398,529**	**$6,019,965**	**$2,877,623**	**$3,536,178**
GRAND TOTAL WITHOUT CARRYOVER		***$6,049,240***	*$5,677,677*	*$5,004,214*	*$4,790,613*	*$3,898,098*	*$3,900,245*	*$3,035,301*	*$3,398,529*	*$3,035,301*	*$2,877,623*	*$2,306,731*

*Forecast

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021
SEWER FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
LABOR & BENEFITS												
21-5000	Salaries & Wages - Elected	$4,861	$3,985	$4,393	$4,392	$4,311	$4,478	$4,130	$3,961	$4,107	$3,920	$4,060
21-5005	Salaries & Wages - Staff	$939,308	$721,878	$717,897	$693,188	$689,130	$645,042	$685,953	$562,304	$601,422	$497,062	$542,051
21-5009	Salaries & Wages - Seasonal	$0	$0	$0	$0	$0	$0	$0	$223	$11,329	$0	$0
21-5795	Salaries - Overtime	$25,831	$7,550	$17,947	$8,596	$17,228	$6,952	$0	$0	$0	$0	$0
21-5800	OASDI - Employer	$60,140	$45,177	$45,895	$42,585	$44,061	$39,697	$42,785	$34,246	$38,245	$30,512	$33,859
21-5810	Medicare - Employer	$14,065	$10,566	$10,733	$9,958	$10,305	$9,284	$10,006	$7,283	$8,944	$7,136	$7,919
21-5820	Group Medical Insurance	$156,010	$109,396	$106,587	$97,647	$100,320	$87,153	$74,151	$71,780	$74,004	$60,218	$67,561
21-5830	Group Life Insurance	$630	$412	$461	$434	$461	$443	$387	$371	$386	$329	$372
21-5840	PERSI Employer 401 (a)	$115,818	$90,816	$88,386	$82,755	$84,855	$75,133	$79,847	$59,937	$70,066	$53,556	$63,193
21-5850	Worker's Compensation	$19,978	$13,718	$13,912	$10,039	$15,051	$11,597	$18,366	$8,684	$14,795	$7,919	$14,132
21-5860	Group Dental/Vision Insurance	$11,031	$7,870	$8,418	$8,285	$8,657	$7,220	$6,638	$5,844	$6,625	$5,787	$7,157
21-5950	Development, Team Building, Orientation	$1,857	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
21-5960	Leave Time Fluctuation	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
21-6280	Unemployment Expenses	$4,000	$0	$0	$0	$0	$0	$0	$28	$0	$0	$0
		$1,358,530	**$1,011,368**	**$1,014,629**	**$957,878**	**$974,379**	**$887,000**	**$922,263**	**$754,659**	**$829,923**	**$666,439**	**$740,304**
MAINTENANCE & GENERAL OPERATIONS												
21-6025	Janitorial	$9,000	$4,238	$7,000	$4,226	$3,600	$3,473	$3,000	$2,476	$1,700	$2,308	$1,449
21-6050	Contract Labor	$3,500	$0	$2,000	$0	$2,500	$0	$2,500	$0	$0	$0	$2,500
21-6052	Contract Services	$17,000	$14,462	$17,000	$11,813	$15,500	$10,413	$15,500	$12,527	$15,500	$11,344	$15,079
21-6065	Dig Line Expenditures	$5,000	$3,863	$3,500	$3,833	$2,700	$3,081	$2,000	$2,265	$2,000	$1,421	$2,000
21-6075	Dues & Memberships	$5,000	$3,833	$3,500	$779	$3,632	$1,178	$3,632	$1,428	$2,731	$2,315	$2,731

21-6090	Farm Expenditures	$114,782	$90,005	$102,714	$106,576	$116,000	$73,606	$116,000	$97,057	$116,000	$92,699	$112,000
21-6097	Deposits	$5,000	$4,500	$0	$0	$0	$0	$0	$0	$0	$0	$0
21-6110	Interest Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
21-6125	Legal Publications	$5,000	$3,248	$1,300	$1,478	$1,300	$267	$1,300	$683	$1,300	$647	$1,300
21-6130	Liability & Property Insurance	$44,196	$41,305	$41,305	$38,603	$38,603	$36,077	$36,077	$33,717	$33,717	$32,111	$32,111
21-6131	Insurance Claims Paid	$1,500	$0	$500	$480	$0	$1,503	$0	$0	$0	$0	$0
21-6140	Maint. & Repair - Bldng. & Grounds	$37,000	$32,412	$25,000	$18,162	$25,000	$17,284	$23,900	$27,509	$18,500	$14,902	$23,900
21-6141	IT Small Equipment	$10,000	$3,248	$9,702	$0	$0	$0	$0	$0	$0	$0	$0
21-6142	Maint. & Repair - Equipment	$75,000	$44,538	$60,000	$91,020	$51,000	$28,213	$51,000	$42,845	$51,000	$36,686	$62,000
21-6150	Maint. & Repair - System	$195,000	$118,810	$155,210	$137,085	$155,210	$132,747	$141,100	$88,155	$111,100	$74,314	$54,600
21-6151	Maint. & Repair - Process Chemicals	$165,000	$101,930	$119,427	$174,879	$119,427	$113,034	$108,570	$119,112	$103,400	$85,436	$123,400
21-6152	Maint. & Repair - Lab Costs	$55,000	$39,866	$28,000	$28,359	$25,933	$24,211	$23,575	$30,247	$20,500	$24,660	$19,000
21-6153	Maint. & Repair - Sludge Disposal	$70,000	$60,358	$37,500	$45,360	$36,383	$36,030	$34,650	$34,110	$33,000	$34,300	$34,000
21-6155	Meetings/Committees	$2,500	$697	$1,450	$130	$1,450	$40	$1,450	$612	$1,450	$245	$1,450
21-6160	Miscellaneous Expenditures	$55,000	$18,610	$35,000	$5,640	$30,000	$45,147	$242,473	$4,938	$242,473	$1,708	$4,813
21-6165	Office Supplies	$9,200	$5,186	$8,500	$5,966	$5,500	$5,165	$4,000	$2,909	$3,700	$2,053	$3,700
21-6175	Small Tools	$16,500	$7,915	$16,500	$12,913	$16,500	$10,074	$15,000	$4,411	$15,000	$11,556	$0
21-6190	Postage & Billing	$27,500	$21,695	$27,500	$23,641	$21,000	$20,933	$17,955	$19,685	$17,955	$19,532	$23,814
21-6202	Professional Services	$30,000	$22,752	$25,000	$13,259	$23,557	$19,555	$23,557	$15,537	$23,557	$23,671	$2,715
21-6211	Rent - Buildings & Land	$2,400	$1,458	$2,400	$1,458	$2,400	$1,458	$2,400	$1,337	$2,400	$2,139	$1,512
21-6212	Rent - Equipment	$3,000	$656	$3,000	$217	$3,000	$2,254	$2,000	$1,505	$2,000	$1,185	$2,000
21-6230	Safety Training & Equipment	$7,500	$4,715	$3,500	$2,223	$2,640	$3,351	$2,400	$1,445	$2,400	$2,438	$2,400
21-6255	Telephone	$20,000	$14,683	$20,000	$12,527	$14,500	$12,374	$14,500	$11,838	$14,500	$14,048	$11,917
21-6265	Training & Schooling	$4,000	$3,227	$2,500	$2,399	$2,500	$2,006	$2,500	$720	$2,500	$1,232	$2,500
21-6270	Travel	$1,500	$300	$750	$354	$750	$0	$750	$78	$750	$4	$2,500
21-6285	Uniforms	$5,200	$1,777	$4,800	$1,779	$4,800	$2,719	$4,000	$914	$4,000	$2,130	$3,100
21-6290	Utilities	$330,000	$282,125	$280,000	$269,974	$280,000	$257,774	$280,000	$247,736	$280,000	$245,771	$275,000
21-6300	Fuel	$20,000	$14,309	$19,500	$14,341	$15,000	$16,508	$15,000	$13,468	$12,500	$11,978	$25,000
21-6305	Maint. & Repair - Vehicles	$17,000	$14,434	$15,000	$5,968	$16,016	$13,452	$12,320	$3,755	$11,200	$11,095	$11,000
21-6505	Bank Fees	$35,000	$29,741	$27,500	$25,284	$25,000	$22,186	$16,900	$18,566	$16,900	$16,017	$15,971
		$1,403,278	**$1,010,895**	**$1,106,558**	**$1,060,726**	**$1,061,400**	**$916,114**	**$1,220,009**	**$841,584**	**$1,163,733**	**$779,945**	**$875,462**
DEBT COVERAGE												
21-6015	Bond & Loan Payments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
CAPITAL EXPENDITURES												
21-6020	Capital Improvements	$3,196,600	$344,561	$1,882,200	$565,748	$691,480	$1,399,213	$1,861,482	$948,025	$2,107,420	$698,808	$1,534,000
21-6166	PP&E	$209,600	$159,561	$259,260	$503,971	$598,350	$160,379	$309,350	$10,586	$309,350	$176,067	$210,259
		$3,406,200	**$504,122**	**$2,141,460**	**$1,069,719**	**$1,289,830**	**$1,559,592**	**$2,170,832**	**$958,610**	**$2,416,770**	**$874,875**	**$1,744,259**
OTHER EXPENDITURES												
21-6045	Contingency	$8,310,035	$50,000	$5,708,842	$16,893	$4,435,688	$470,481	$3,411,206	$21,085	$1,624,342	$4,768	$168,153
21-6095	Bad Debts Expense	$300	$100	$0	$0	$0	$697	$4,000	$0	$4,000	$0	$0
21-6400	Transfers Out	$0	$0	$0	$0	$0	$0	$6,000	$0	$6,000	$0	$6,000
21-6500	Cash Over/Short	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,000
		$8,310,335	**$50,100**	**$5,708,842**	**$16,893**	**$4,435,688**	**$471,178**	**$3,421,206**	**$21,085**	**$1,634,342**	**$4,768**	**$176,153**
GRAND TOTAL EXPENDITURES		**$14,478,343**	**$2,576,484**	**$9,971,489**	**$3,105,217**	**$7,761,297**	**$3,833,884**	**$7,734,310**	**$2,575,939**	**$6,044,768**	**$2,326,027**	**$3,536,178**
GRAND TOTAL WITHOUT CONTINGENCY		***$6,168,308***	*$2,526,484*	*$4,262,647*	*$3,088,324*	*$3,325,609*	*$3,363,403*	*$4,323,104*	*$2,554,854*	*$4,420,426*	*$2,321,259*	*$3,368,025*

*Forecast

REVENUE BUDGET PROPOSAL - CITY OF KUNA - FYE 2022
IRRIGATION FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
OPERATING REVENUE												
25-4177	Gravity Irrigation User Fees	$20,000	$20,373	$18,000	$26,409	$18,268	$18,157	$26,210	$20,424	$26,210	$24,417	$22,000
25-4185	Miscellaneous Income	$30,000	$33,391	$20,000	$23,681	$20,000	$322,202	$109,003	$204,578	$109,003	$175,450	$104,724
25-4358	Development Support Services	$900	$935	$700	$736	$800	$640	$1,200	$1,027	$1,200	$1,115	$750
25-4510	Service Reconnect Fees	$3,000	$2,099	$4,000	$3,635	$6,000	$5,421	$4,000	$7,360	$4,000	$6,411	$100
25-4550	Irrigation Line Inspections	$55,000	$90,756	$30,000	$51,137	$30,000	$68,124	$20,000	$55,812	$20,000	$24,736	$10,000
25-4700	Pressurized Irrigation User Fees	$925,521	$881,449	$780,000	$768,971	$670,262	$657,525	$592,377	$634,512	$592,377	$576,475	$554,840
25-4775	Late Pay Fees	$8,000	$8,154	$10,000	$10,244	$10,000	$11,666	$8,500	$13,799	$8,500	$14,246	$400
		$1,042,421	**$1,037,157**	**$862,700**	**$884,812**	**$755,329**	**$1,083,735**	**$761,290**	**$937,512**	**$761,290**	**$822,850**	**$692,814**
CAPITAL REVENUE												
25-4173	Interest Revenue	$30,000	$33,850	$35,000	$76,839	$45,000	$70,853	$2,500	$20,047	$2,500	$4,669	$2,000
25-4503	New Service Tap	$0	$0	$0	$0	$500	$351	$500	$429	$500	$756	$0
25-4505	New Service Connection	$1,000,000	$974,365	$636,488	$825,791	$687,305	$697,169	$315,557	$506,686	$315,557	$385,807	$180,000
25-4900	Transfers In	$0	$0	$0	$0	$0	$0	$100	$0	$100	$0	$100
25-4950	Carryover	$5,515,152	$4,808,852	$3,634,872	$3,742,129	$3,457,211	$2,499,141	$2,215,413	$0	$1,588,537	$0	$505,944
		$6,545,152	**$5,817,067**	**$4,306,360**	**$4,644,759**	**$4,190,016**	**$3,267,514**	**$2,534,070**	**$527,162**	**$1,907,194**	**$391,232**	**$688,044**
GRAND TOTAL REVENUE		**$7,587,573**	**$6,854,224**	**$5,169,060**	**$5,529,571**	**$4,945,345**	**$4,351,249**	**$3,295,360**	**$1,464,674**	**$2,668,484**	**$1,214,082**	**$1,380,858**
GRAND TOTAL WITHOUT CARRYOVER		***$2,072,421***	*$2,045,371*	*$1,534,188*	*$1,787,443*	*$1,488,134*	*$1,852,109*	*$1,079,947*	*$1,464,674*	*$1,079,947*	*$1,214,082*	*$874,914*

*Forecast

EXPENDITURE BUDGET PROPOSAL - CITY OF KUNA - FYE 2021
IRRIGATION FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
LABOR & BENEFITS												
25-5000	Salaries & Wages - Elected	$2,431	$1,993	$2,197	$2,162	$2,155	$2,181	$2,065	$1,972	$2,053	$1,960	$2,030
25-5005	Salaries & Wages - Staff	$198,170	$154,899	$161,164	$159,600	$155,988	$145,782	$156,113	$142,583	$135,462	$117,510	$118,488
25-5009	Salaries & Wages - Seasonal	$0	$0	$0	$0	$0	$0	$0	$111	$2,268	$0	$0
25-5795	Salaries - Overtime	$5,450	$3,110	$4,029	$3,906	$3,900	$3,264	$0	$0	$0	$0	$0
25-5800	OASDI - Employer	$12,775	$9,859	$10,378	$10,003	$10,047	$9,224	$9,807	$8,754	$8,666	$7,229	$7,472
25-5810	Medicare - Employer	$2,988	$2,305	$2,427	$2,337	$2,350	$2,156	$2,294	$1,897	$2,027	$1,690	$1,748
25-5820	Group Medical Insurance	$35,197	$25,554	$25,000	$23,763	$22,659	$20,363	$22,049	$19,939	$19,522	$16,140	$17,181
25-5830	Group Life Insurance	$131	$106	$106	$103	$108	$103	$108	$94	$94	$80	$86
25-5840	PERSI Employer 401 (a)	$24,602	$19,115	$19,987	$19,392	$19,349	$17,437	$18,308	$15,221	$15,918	$12,755	$13,951
25-5850	Worker's Compensation	$6,797	$4,149	$5,212	$3,389	$5,344	$3,917	$5,836	$2,909	$5,021	$2,854	$3,017
25-5860	Group Dental/Vision Insurance	$2,509	$2,054	$3,500	$2,388	$2,033	$1,936	$2,098	$1,863	$1,870	$1,682	$1,799
25-5950	Development, Team Building, Orientation	$394	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
25-5960	Leave Time Fluctuation	$2,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
25-6280	Unemployment Expenses	$2,000	$0	$0	$0	$0	$0	$0	$14	$0	$0	$0
		$295,443	**$223,143**	**$233,999**	**$227,043**	**$223,933**	**$206,364**	**$218,677**	**$195,358**	**$192,901**	**$161,900**	**$165,772**
MAINTENANCE & GENERAL OPERATIONS												
25-6025	Janitorial	$5,500	$1,974	$4,000	$1,619	$3,600	$1,337	$900	$917	$765	$845	$527
25-6050	Contract Labor	$3,000	$0	$1,000	$0	$1,000	$0	$1,000	$0	$1,000	$0	$1,000
25-6052	Contract Services	$7,000	$5,775	$6,700	$4,454	$6,400	$4,131	$6,400	$5,455	$6,400	$5,249	$5,762
25-6065	Dig Line Expenditures	$2,000	$1,472	$1,500	$1,460	$1,000	$1,174	$600	$863	$600	$0	$500
25-6075	Dues & Memberships	$2,000	$1,545	$500	$192	$479	$261	$479	$561	$360	$316	$360
25-6110	Interest Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

25-6115	M&R - Gravity	$2,500	$400	$2,500	$329	$2,250	$891	$1,500	$1,192	$1,000	$1,699	$1,000
25-6116	Irrigation Water Costs	$180,000	$150,080	$150,545	$138,610	$150,545	$118,010	$125,454	$106,849	$114,049	$106,429	$114,049
25-6125	Legal Publications	$5,500	$3,537	$1,900	$3,479	$1,900	$1,597	$1,900	$365	$1,900	$556	$1,900
25-6130	Liability & Property Insurance	$4,851	$4,533	$4,533	$4,237	$4,237	$3,960	$5,701	$3,701	$3,701	$3,524	$3,524
25-6131	Insurance Claims Paid	$5,500	$0	$300	$0	$0	$0	$100	$0	$100	$0	$100
25-6140	Maint. & Repair - Bldng. & Grounds	$6,500	$4,993	$3,300	$1,785	$3,300	$1,767	$3,300	$2,578	$3,300	$2,425	$3,100
25-6141	IT Small Equipment	$5,000	$2,864	$2,646	$0	$0	$0	$0	$0	$0	$0	$0
25-6142	Maint. & Repair - Equipment	$10,000	$7,498	$8,800	$2,978	$8,800	$4,458	$8,800	$3,761	$8,800	$3,640	$8,800
25-6150	Maint. & Repair - Pressure	$90,000	$58,077	$75,000	$74,218	$50,000	$29,526	$50,000	$43,160	$50,000	$26,611	$50,000
25-6155	Meetings/Committees	$1,200	$566	$650	$55	$650	$18	$650	$197	$650	$63	$650
25-6160	Miscellaneous Expenditures	$27,000	$1,184	$20,000	$10	$20,000	$3,399	$69,293	-$19	$69,293	$0	$5,313
25-6165	Office Supplies	$4,500	$1,689	$3,600	$1,931	$1,500	$1,369	$969	$1,006	$775	$687	$750
25-6175	Small Tools	$7,500	$572	$6,725	$4,169	$6,725	$1,694	$6,725	$1,459	$6,725	$3,562	$8,725
25-6190	Postage & Billing	$10,500	$8,586	$9,500	$8,642	$8,000	$8,070	$7,125	$7,720	$7,125	$7,638	$9,336
25-6202	Professional Services	$15,000	$3,359	$11,500	$2,089	$11,500	$6,775	$6,435	$5,758	$6,435	$5,674	$6,435
25-6211	Rent - Buildings & Land	$750	$648	$950	$648	$950	$648	$950	$594	$950	$934	$648
25-6212	Rent - Equipment	$2,000	$371	$1,200	$104	$1,200	$914	$800	$110	$800	$4	$800
25-6230	Safety Training & Equipment	$2,000	$329	$900	$242	$900	$77	$900	$140	$900	$263	$900
25-6255	Telephone	$5,000	$4,371	$4,520	$3,764	$4,520	$3,638	$4,520	$3,819	$4,520	$4,450	$3,977
25-6265	Training & Schooling	$2,000	$0	$930	$800	$930	$873	$620	$365	$620	$490	$500
25-6270	Travel	$2,000	$0	$200	$97	$200	$0	$200	$22	$200	$1	$200
25-6285	Uniforms	$1,500	$367	$900	$850	$900	$663	$750	$326	$750	$563	$750
25-6290	Utilities	$150,000	$124,569	$135,000	$120,406	$135,000	$115,148	$106,384	$115,203	$106,384	$95,075	$96,190
25-6300	Fuel	$6,500	$3,960	$4,000	$2,766	$4,000	$2,590	$4,000	$4,948	$4,000	$3,394	$4,000
25-6305	Maint. & Repair - Vehicles	$3,000	$1,837	$1,375	$1,513	$1,375	$959	$1,250	$663	$1,250	$453	$1,250
25-6505	Bank Fees	$16,500	$13,667	$11,500	$9,957	$10,000	$8,736	$6,292	$7,311	$6,292	$6,309	$6,292
		$586,301	**$408,824**	**$476,674**	**$391,405**	**$441,861**	**$322,682**	**$423,997**	**$319,023**	**$409,644**	**$280,854**	**$337,338**
DEBT COVERAGE												
25-6015	Bond & Loan Payments	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
CAPITAL EXPENDITURES												
25-6020	Capital Improvements	$1,363,700	$41,434	$586,600	$62,698	$723,900	$32,772	$496,620	$121,027	$496,620	$712,750	$676,500
25-6166	PP&E	$70,800	$57,830	$66,080	$30,461	$94,250	$33,778	$82,467	$1,369	$82,467	$15,191	$59,650
		$1,434,500	**$99,264**	**$652,680**	**$93,159**	**$818,150**	**$66,550**	**$579,087**	**$122,396**	**$579,087**	**$727,941**	**$736,150**
OTHER EXPENDITURES												
25-6045	Contingency	$5,271,254	$22,500	$3,805,707	$28,045	$3,461,402	$27,372	$2,073,501	$10,101	$1,486,754	$1,845	$141,498
25-6095	Bad Debts Expense	$75	$3	$0	$0	$0	$12	$0	$0	$0	$0	$0
25-6400	Transfers Out	$0	$0	$0	$0	$0	$0	$100	$0	$100	$0	$100
25-6500	Cash Over/Short	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$5,271,329	**$22,503**	**$3,805,707**	**$28,045**	**$3,461,402**	**$27,383**	**$2,073,601**	**$10,101**	**$1,486,854**	**$1,845**	**$141,598**
GRAND TOTAL EXPENDITURES		**$7,587,573**	**$753,734**	**$5,169,060**	**$739,651**	**$4,945,345**	**$622,980**	**$3,295,362**	**$646,878**	**$2,668,486**	**$1,172,540**	**$1,380,858**
GRAND TOTAL WITHOUT CONTINGENCY		***$2,316,319***	*$731,234*	*$1,363,353*	*$711,606*	*$1,483,943*	*$595,608*	*$1,221,861*	*$636,777*	*$1,181,732*	*$1,170,695*	*$1,239,360*

*Forecast

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2022
SOLID WASTE FUND

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
SOLID WASTE REVENUE												
26-4173	Interest Revenue	$50	$76	$200	$505	$1,000	$1,961	$0	$810	$0	$202	$0
26-4950	Carryover	$90,000	$93,787	$90,000	$96,389	$90,000	$89,881	$0	$0	$0	$0	$0
26-4975	Solid Waste User Fees	$2,980,527	$2,734,429	$2,399,301	$2,453,995	$2,372,055	$2,189,217	$2,029,335	$1,933,037	$1,858,827	$1,753,386	$1,674,519
		$3,070,577	**$2,828,292**	**$2,489,501**	**$2,550,889**	**$2,463,055**	**$2,281,059**	**$2,029,335**	**$1,933,847**	**$1,858,827**	**$1,753,588**	**$1,674,519**
SOLID WASTE EXPENDITURES												
26-6045	Contingency	$127,176	$0	$126,171	$0	$90,000	$0	$0	$0	$0	$0	$0
26-7000	Solid Waste Service Fees	$2,943,401	$2,700,368	$2,363,330	$2,433,863	$2,373,055	$2,187,225	$2,029,335	$1,912,978	$1,858,827	$1,749,562	$1,674,519
		$3,070,577	**$2,700,368**	**$2,489,501**	**$2,433,863**	**$2,463,055**	**$2,187,225**	**$2,029,335**	**$1,912,978**	**$1,858,827**	**$1,749,562**	**$1,674,519**
GRAND TOTAL NET		**$0**	**$127,924**	**$0**	**$117,026**	**$0**	**$93,834**	**$0**	**$20,869**	**$0**	**$4,026**	**$0**

* Forecast

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2022
CAPITAL PROJECTS FUND (GOVERNMENTAL FUNDS)*

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
CAPITAL PROJECTS REVENUE												
40-4900	Transfers In	$5,034,023	$1,088,269	$1,118,269	$1,582,259	$1,582,259	$631,500	$631,500	$388,110	$388,110	$631,875	$608,075
40-4950	Fund Balance Carryover	$810,208	$983,745	$696,070	$338,791	$245,000	$213,419	$100,000	$182,390	$75,000	$75,000	$55,000
		$5,844,231	**$2,072,014**	**$1,814,339**	**$1,921,050**	**$1,827,259**	**$844,919**	**$731,500**	**$570,500**	**$463,110**	**$706,875**	**$663,075**
CAPITAL PROJECTS EXPENDITURES												
40-6020	Capital Improvements	$5,722,231	$1,178,272	$1,576,269	$307,254	$61,990	$95,093	$378,900	$56,790	$173,460	$200,426	$382,700
40-6045	Contingency	$0	$0	$10,383	$0	$245,000	$0	$100,000	$0	$75,000	$0	$55,000
40-6166	PP&E - Operations	$122,000	$32,138	$131,000	$47,991	$1,520,269	$169,836	$252,600	$96,665	$214,650	$83,029	$225,375
40-6400	Transfers Out	$0	$79,360	$96,687	$664,713	$0	$244,682	$0	$206,712	$0	$50,095	$0
		$5,844,231	**$1,289,770**	**$1,814,339**	**$1,019,958**	**$1,827,259**	**$509,611**	**$731,500**	**$360,167**	**$463,110**	**$333,550**	**$663,075**
GRAND TOTAL NET		**$0**	**$782,244**	**$0**	**$901,093**	**$0**	**$335,308**	**$0**	**$210,332**	**$0**	**$373,325**	**$0**

*Capital projects in the enterprise funds are handled within the funds themselves.

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2022
PARK IMPACT FEE FUND & CAPITAL PROJECTS FUND (GOVERNMENTAL FUNDS)

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
CAPITAL PROJECTS REVENUE												
50-4173	Interest Revenue	$2,500	$5,494	$15,000	$17,337	$18,000	$12,406	$0	$0	$0	$0	$0
50-4650	Park Impact Fee Revenue	$795,020	$795,020	$699,555	$822,564	$717,396	$722,091	$413,279	$563,457	$403,241	$456,364	$187,800
50-4900	Transfer In	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
50-4950	Carryover	$2,673,641	$1,934,045	$1,661,928	$1,111,275	$917,273	$837,293	$438,007	$0	$448,045	$0	$0
		$3,471,161	**$2,734,559**	**$2,376,483**	**$1,951,176**	**$1,652,669**	**$1,571,790**	**$851,286**	**$563,457**	**$851,286**	**$456,364**	**$187,800**
CAPITAL PROJECTS EXPENDITURES												
50-6045	Contingency	$971,161	$0	$2,376,483	$14,799	$1,652,669	$462,056	$851,286	$204,124	$851,286	$0	$187,800
50-6400	Transfer Out	$2,500,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$3,471,161	**$0**	**$2,376,483**	**$14,799**	**$1,652,669**	**$462,056**	**$851,286**	**$204,124**	**$851,286**	**$0**	**$187,800**
GRAND TOTAL NET		**$0**	**$2,734,559**	**$0**	**$1,936,377**	**$0**	**$1,109,735**	**$0**	**$359,333**	**$0**	**$456,364**	**$0**

*Forecast

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA - FYE 2022
POLICE IMPACT FEE FUND (GOVERNMENTAL FUNDS)

		FYE 2022	FYE 2021		FYE 2020		FYE 2019		FYE 2018		FYE 2017	
ACCOUNT #	ACCOUNT NAME	BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
CAPITAL PROJECTS REVENUE												
51-4650	Police Impact Fee Revenue	$88,209	$88,209	$57,526	$81,613	$16,380	$12,731	$0	$0	$0	$0	$0
51-4950	Carryover	$182,553	$94,344	$70,257	$12,731	$4,545	$0	$0	$0	$0	$0	$0
		$270,762	**$182,553**	**$127,783**	**$94,344**	**$20,925**	**$12,731**	**$0**	**$0**	**$0**	**$0**	**$0**
CAPITAL PROJECTS EXPENDITURES												
51-6045	Contingency	$120,762	$0	$127,783	$0	$20,925	$0	$0	$0	$0	$0	$0
51-6400	Transfer Out	$150,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$270,762	**$0**	**$127,783**	**$0**	**$20,925**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
GRAND TOTAL NET		**$0**	**$182,553**	**$0**	**$94,344**	**$0**	**$12,731**	**$0**	**$0**	**$0**	**$0**	**$0**

*Forecast

5/25/2021

City of Kuna
Primary Roll Assessment Notice Summary
Tax District 17
As of: 5/25/2021

	2021 (preliminary)	2020	% Change 2020-21
Total Kuna City Market Value	3,049,185,700	2,215,391,100	37.64%
Homeowner's Exemption	(817,372,380)	(592,400,400)	37.98%
Exemptions (Compared to Previous Year)	*(1,815,100)*		
Operating Property (Last Year's Value)	*23,501,330*		
Potential Total Ada County Taxable Value	2,253,499,550	1,641,316,100	37.30%
Urban Renewal Area Breakout			
Kuna West UR District	33,626,000	0	#DIV/0!
Total Urban Renewal Value	33,626,000	0	#DIV/0!
Residential			
Residential Market Value	2,868,182,500	2,080,218,100	37.88%
Residential Parcel Count (residential includes farms & manufactured homes)	9,960	9,049	10.07%
Commercial			
Commercial Market Value	172,190,800	125,905,591	36.76%
Commercial Parcel Count	326	291	12.03%
Personal Property	8,812,400	9,267,806	-4.91%
Personal Property Count	109	106	2.83%
TOTAL COMMERCIAL	181,003,200	135,173,397	33.90%
New Construction			
Residential (Including Manufactured)	146,116,161	92,246,400	58.40%
Residential Count	737	582	26.63%
Commercial (Including Remodels)	7,443,990	13,113,700	-43.24%
Commercial Count	7	7	0.00%
New Subs/Change Status	10,254,690	53,454,100	-80.82%
Overall (Includes Value Decrease)	163,725,141	158,813,600	3.09%

Change Estimates

Residential Improved	Mean	26.20%	8.10%
	Median	25.90%	7.30%
Commercial Improved	Mean	12.20%	8.20%
	Median	9.80%	4.90%

	2020
Residential Property Tax Burden	89.55%
Commercial Property Tax Burden	10.45%

(Operating Property & Sub Roll Included in calculation)

Assessment Notices

Assessment Notice Mailing Date	5/28/2021	5/22/2020
Number Mailed	10,395	9,446

DISCLAIMER : THIS IS ONLY AN ESTIMATE AS OF THE DATE ABOVE. THE ASSESSOR SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR LOSS CAUSED BY THE USE OF THE INFORMATION IN THIS REPORT. ANY PERSON OR ENTITY THAT RELIES ON INFORMATION OBTAINED FROM THIS REPORT DOES SO AT HIS/HER/ITS OWN RISK.

FY22 Kuna Police Contract - 2% COLA

Contract Expense Items	Base	Code Enforcement	Sergeant
Personnel	$ 2,504,517.76	$ 2,568,881.29	$ 2,656,358.22
Special Event OT	$ 8,000.00	$ 8,000.00	$ 8,000.00
Equipment / Uniforms	$ 64,889.74	$ 68,260.64	$ 68,260.64
Operational	$ 47,663.16	$ 47,723.16	$ 48,218.16
Vehicles	$ 154,271.92	$ 170,673.85	$ 170,673.85
Support	$ 19,740.00	$ 19,740.00	$ 19,740.00
Total Expenses before credit	**$ 2,799,082.58**	**$ 2,883,278.94**	**$ 2,971,250.87**
Less Shared Services Credit	$ (195,935.78)	$ (201,829.53)	$ (207,987.56)
New FY21 Contract Amount	**$ 2,603,146.80**	**$ 2,681,449.41**	**$ 2,763,263.31**
Prior year contract amount	$2,558,929.31 #	$2,558,929.31	$2,558,929.31
Net change to contract for FY21	***$ 44,217.49***	***$ 122,520.10***	***$ 204,334.00***

Change log

SRO Charges removed	$	(4,818.00)
Fuel and misc. cost adjustments	$	1,710.68
Overtime (note 7% credit)	$	7,440.00
COLA of 2%	$	39,884.81
Total	**$**	**44,217.49**

								Grant	CPF (40)		Water (20)		Sewer (21)		Irrigation (25)		Park Impact	Police Impact Fund
Project	Contact	Details	Proposed Amount	Not Accepted	Accepted	Carryover Project	Transfer In to Fund 40	Various	6020	6166	6020	6166	6020	6166	6020	6166	6400	6400
Park Restroom Sinking Fund	Bobby	Sinking fund to construct permanent restrooms at various parks currently without them	200,000.00		200,000.00	175,000.00	25,000.00		200,000.00									
Miscellaneous Grant Match	Chris	Matching funds for small, unforseen grant matching requirements	75,000.00		75,000.00	46,000.00	29,000.00		75,000.00									
Park Administration Improvements	Bobby	Land improvements and building improvements at Parks Admin/Maintenance Sites	800,000.00		800,000.00	200,000.00	600,000.00		800,000.00									
Greenbelt Purchase	Chris	Purchase of UPRR property at Bernie Fisher Park	400,000.00		400,000.00	159,207.95	57,023.05	183,769.00	216,231.00									
Pathways Extenstion needs to be 100k	Bobby	Extension of Indian Creek greenbelt pathways	120,000.00	(30,000.00)	90,000.00	15,000.00	75,000.00		90,000.00									
Splash Pad Concession Stand	Bobby	Addition of Splash Pad concession stand	15,000.00		15,000.00	15,000.00	-		15,000.00									
Park Land Improvements	Bobby	Meadow View shop and building parks, includes park impact fund match	1,000,000.00		1,000,000.00	200,000.00	800,000.00		1,000,000.00									
Park Playground Equipment Improvements	Bobby	Playground Equipment at Winchester and Butler Parks	120,000.00	(120,000.00)	-		-		-									
Park Beautification	Bobby	Rock, flower beds, curbing	7,500.00		7,500.00		7,500.00			7,500.00								
Nets for Ball Fields	Bobby	Nets for ball fields at Bernie Fisher Park	15,000.00		15,000.00		15,000.00			15,000.00								
Parking Upgrades at Arbor Ridge	Bobby	Arbor Ridge Parking lot improvements	40,000.00		40,000.00		40,000.00		40,000.00									
Fleet Vehicle Replacement	Bobby	Truck 18 Replacement. Currently, a 1997 Ford F350.	60,000.00		60,000.00		30,000.00			30,000.00		12,600.00		12,600.00		4,800.00		
Mower	Bobby	Grass Hopper, large area mower is nearing end of life	30,000.00		30,000.00		30,000.00			30,000.00								
Mini Excavator	Bobby	Kubota U25 is nearing end of life	65,000.00	(65,000.00)	-		-											
Truck 8 Replacement	Bobby	Replacement of Pickup 8, as it is over 15 years old.	35,000.00		35,000.00		35,000.00			35,000.00								
New Vehicle	Bobby	Diesel Pickup for towing equipment	65,000.00	(65,000.00)	-		-											
Aerial Lift	Bobby	Lift for pruning triees, painting buildings, replacing lights	40,000.00	(40,000.00)	-		-											
Trailer	Bobby	Trailer for the aerial lift	25,000.00	(25,000.00)	-		-			-								
Planning and Zoning Remodel Building	Jace	Removal of bullpin wall, data and electrical and relocate	20,000.00		20,000.00		20,000.00		20,000.00									
Planning and Zoning Remodel Equipment	Jace	Cubicle system	4,500.00		4,500.00		4,500.00			4,500.00								
City Administrative Building Purchase	Mayor	Purchase of Administrative Building for City Use by Police	450,000.00		450,000.00		450,000.00		450,000.00									150,000.00
4th Street Revitalization	Chris	Engineering and other related work related to 4th Street Revitalization	275,000.00		275,000.00		275,000.00		275,000.00									
Covered area at City Hall	Bobby	For staff breaks and events on the patio	30,000.00	(30,000.00)	-		-		-									
City Hall Fire Supression System	Bobby	Fire supression system in basement that will not ruin servers	30,000.00		30,000.00		30,000.00		30,000.00									
City Hall Push Button Access	Bobby	Switch to make City Hall more ADA accessible	6,000.00		6,000.00		6,000.00		6,000.00									
City Hall Reader Board	Bobby	LED light board	40,000.00	(40,000.00)	-		-		-									
Awning on back section of City Hall	Bobby	Awning on back side of City Hall	20,000.00	(20,000.00)	-		-		-									
Veterans Art Piece	Chris	Veterans art piece for Village Market	5,000.00		5,000.00		5,000.00		5,000.00									
Helen Zamzows Park	Bobby	Helen Zamzows Park Development	500,000.00		500,000.00		500,000.00		500,000.00								500,000.00	
Rising Sun Park	Bobby	Rising Sun Park Development	1,400,000.00		1,400,000.00		1,400,000.00		1,400,000.00								1,400,000.00	
Patagonia Park	Bobby	Patagonia Park Development	600,000.00		600,000.00		600,000.00		600,000.00								600,000.00	
Generators for Wells	Paul	Generators to maintain water flow in wells during a power outage	400,000.00	(250,000.00)	150,000.00							150,000.00						
Production Well 13	Paul	Well 3 east of Meridian Road	2,000,000.00	(1,000,000.00)	1,000,000.00	800,000.00					1,000,000.00							
1 million gallon reservoir, booster pump	Paul	1 million gallon booster pump located at well 6	2,500,000.00	(1,000,000.00)	1,500,000.00						1,500,000.00							
12" water main Linder to 10 Mile via Lake Hazel	Paul	Water main that may be paid for via Late Comer Reimbursement	500,000.00		500,000.00						500,000.00							
12" water main	Paul	12" Water main from well 12 running east and west	700,000.00		700,000.00						700,000.00							
Water Meters	Paul	Water Meters for building, funded by building permits	380,000.00		440,000.00						440,000.00							
Well House	Paul	Well 12	200,000.00		200,000.00						200,000.00							
Fixed Base for New York and Falcon Crest	Paul	Fixed base meter reading for New Yor Canal Area and Falcon Crest	20,000.00		20,000.00							20,000.00						
Asphalt at Danskin Lift Station	Paul	Turnaround at Danskin Lift Station; currently driving on grass and mud	12,000.00		12,000.00						12,000.00							
Asphalt at Well 10	Paul	Asphalt for generator and approach	35,000.00		35,000.00						35,000.00							
Truck with crane	Paul	Truck with crane to pull pumps, etc. To replace 90s F350	125,000.00		125,000.00						100,000.00					25,000.00		
Locate Vehicle	Paul	Locate vehicle for additional locate employee	45,000.00	(5,000.00)	40,000.00						16,800.00		16,800.00		6,400.00			
Security Gate and Cameras	Paul	Facility upgrades to make the treatment plant a secure facility and NWWTP Remodel	65,000.00		65,000.00	20,000.00							27,300.00		27,300.00		10,400.00	
Pivots for Farm	Paul	Pivot system to replace wheel lines and transformers	650,000.00	(650,000.00)	-													
Membranes at Plant	Paul	Replace membranes on cells 3 and 4	350,000.00		350,000.00	315,000.00							350,000.00					
Lagoon 3 Reline	Paul	Reline lagoon 3 at Swan Falls treatment plant to increase winter storage	1,000,000.00		1,000,000.00								1,000,000.00					
Patagonia Pumps	Paul	Upgrade pumps at Patagonia lift station in order to boost capacity	50,000.00		50,000.00									50,000.00				
Pickup Replacement	Paul	Replace GMC Pickup. Truck 9	45,000.00		45,000.00									45,000.00				
Orchard Lift Station Pumps and Crane	Paul	Increase capacity at Orchard lift station	85,000.00		85,000.00								85,000.00					
Sprinhill Lift Station Asphalt	Paul	Safer access to Springhill Lift station that will also decrease mud	18,000.00	(18,000.00)	-								-					
Farm Grounds Equipment	Paul	Blade, Brush hog, Ditcher, Mower	50,000.00	(20,000.00)	30,000.00									30,000.00				
Tubes and Header Pipe	Paul	Lagoon Pond 1 Aeration	160,000.00		160,000.00								160,000.00					
Deionization System	Paul	Lab equipment replacements	25,000.00		25,000.00								25,000.00					
NWWTP Asphalt Driveway	Paul	Asphalt around the plant	30,000.00	(30,000.00)	-								-					
Street Sweeper Attachment	Paul	Grounds Maintenance Attachment for Bobcat	5,000.00		5,000.00									5,000.00				
Turbo Blowers	Paul	For NWWTP biotrain (Year 1 of 5)	500,000.00		500,000.00								500,000.00					
Crimson Bottle Neck	Paul	Alleviate Choke Point for Crimson Point	30,000.00		30,000.00								30,000.00					
New Lift Station and Trunk Line	Paul	Lift Station to pump to Lagoons. Includes study, engineering, design, and land purchase	6,000,000.00	(5,500,000.00)	500,000.00								500,000.00					
Mason Creek Trunk Line	Paul	Mason Creek Trunk Line to alleviate capacity concerns through gravity line. Will be reimbursed by Late Comers. Year 1 costs only accepted	1,500,000.00	(1,000,000.00)	500,000.00								500,000.00					
Lift Station 14 Pump Upgrade	Paul	Upgrade pumps at Lift Station 14	25,000.00		25,000.00									25,000.00				
Danskin Pump and Pond	Paul	Irrigation pond to be constructed by Tim Eck and reimbursed via Late Comers	1,000,000.00	(1,000,000.00)	-	400,000.00									-			
Supply Pond	Paul	Winfield/Ashton Estates. To maintain pressurized irrigation service with marginal service expansion	1,000,000.00		1,000,000.00										1,000,000.00			
Ardell Pond Intake	Paul	Revise Intake on Ardell Pond	20,000.00		20,000.00										20,000.00			
Sutters Mill Pond	Paul	Seal pond floor and revise intake	20,000.00		20,000.00										20,000.00			
Eliminate gravity and loop into PI in core of town	Paul	Eliminate gravity irrigation and convert to pressurized irrigation	500,000.00	(250,000.00)	250,000.00	100,000.00									250,000.00			
PI Panels	Paul	Replace obsolete equipment at Chaparosa, Tomorrow, and Sadie Creek	25,000.00		25,000.00											25,000.00		
Misc Pumps, Motors, Equipment	Paul	Misc Pumps, Motors, Equipment	100,000.00		100,000.00							42,000.00		42,000.00		16,000.00		
Falcon Crest Storage Tank	Paul	Water storage tank for Falcon Crest Development	750,000.00		750,000.00	750,000.00					750,000.00							
Linder Redesign	Paul	Public works project to upgrade water infrastruture from Main St to Hubbard via Linder	50,000.00		50,000.00						7,500.00		2,500.00		40,000.00			
			27,463,000.00	(11,158,000.00)	16,365,000.00	3,195,207.95	5,034,023.05	183,769.00	5,722,231.00	122,000.00	5,261,300.00	224,600.00	3,196,600.00	209,600.00	1,363,700.00	70,800.00	2,510,400.00	150,000.00

(Space above reserved for recording)

ORDINANCE 2021-14
CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM [PATAGONIA 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 PATAGONIA 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 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 PATAGONIA 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 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 15th day of June 2021.

ATTEST: CITY OF KUNA, Ada County, Idaho

_____
Joe L. Stear, Mayor

_____
Chris Engels, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR WATER RIGHTS ON PATAGONIA DEVELOPMENT LLC. PATAGONIA ESTATES NO. 8

A parcel located in the NW ¼ of the SE ¼ and the NE ¼ of the SW ¼ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of the SE ¼ of said Section 7, from which an Aluminum Cap monument marking the southwest corner of said SE ¼ of Section 7 bears N 89°25'45" W a distance of 2651.45 feet;

Thence N 89°25'45" W along the southerly boundary of said SE ¼ a distance of 1325.73 feet to a point marking the southeast corner of the SW ¼ of the SE ¼ of said Section 7;

Thence N 0°28'57" E along the easterly boundary of said SW ¼ of the SE ¼ a distance of 1652.21 feet to a point marking the northeasterly corner of Patagonia Subdivision No. 7, as filed for record in Book ___ of Plats at Pages _____ through _____, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence along the northerly boundary of said Patagonia Subdivision No. 7 the following courses and distances:

Thence N 89°31'03" W a distance of 198.00 feet to a point;

Thence N 0°28'57" E a distance of 38.91 feet to a point;

Thence N 89°31'03" W a distance of 64.00 feet to a point;

Thence N 89°19'11" W a distance of 921.19 feet to a point;

Thence S 34°23'08" W a distance of 115.04 feet to a point on the northerly boundary of Patagonia Subdivision No. 5, as filed for record in Book 118 of Plats at Pages 18064 through 18068, records of Ada County, Idaho;

Thence leaving the boundary of said Patagonia Subdivision No. 7 and along the northerly boundary of said Patagonia Subdivision No. 5 N 55°26'08" W a distance of 303.63 feet to a point on the easterly boundary of Patagonia Subdivision No. 4, as filed for record in Book 117 of Plats at Pages 17902 through 17904, records of Ada County, Idaho;

Thence along said easterly boundary the following courses and distances:

Thence N 38°27'29" E a distance of 112.68 feet to a point of curvature;

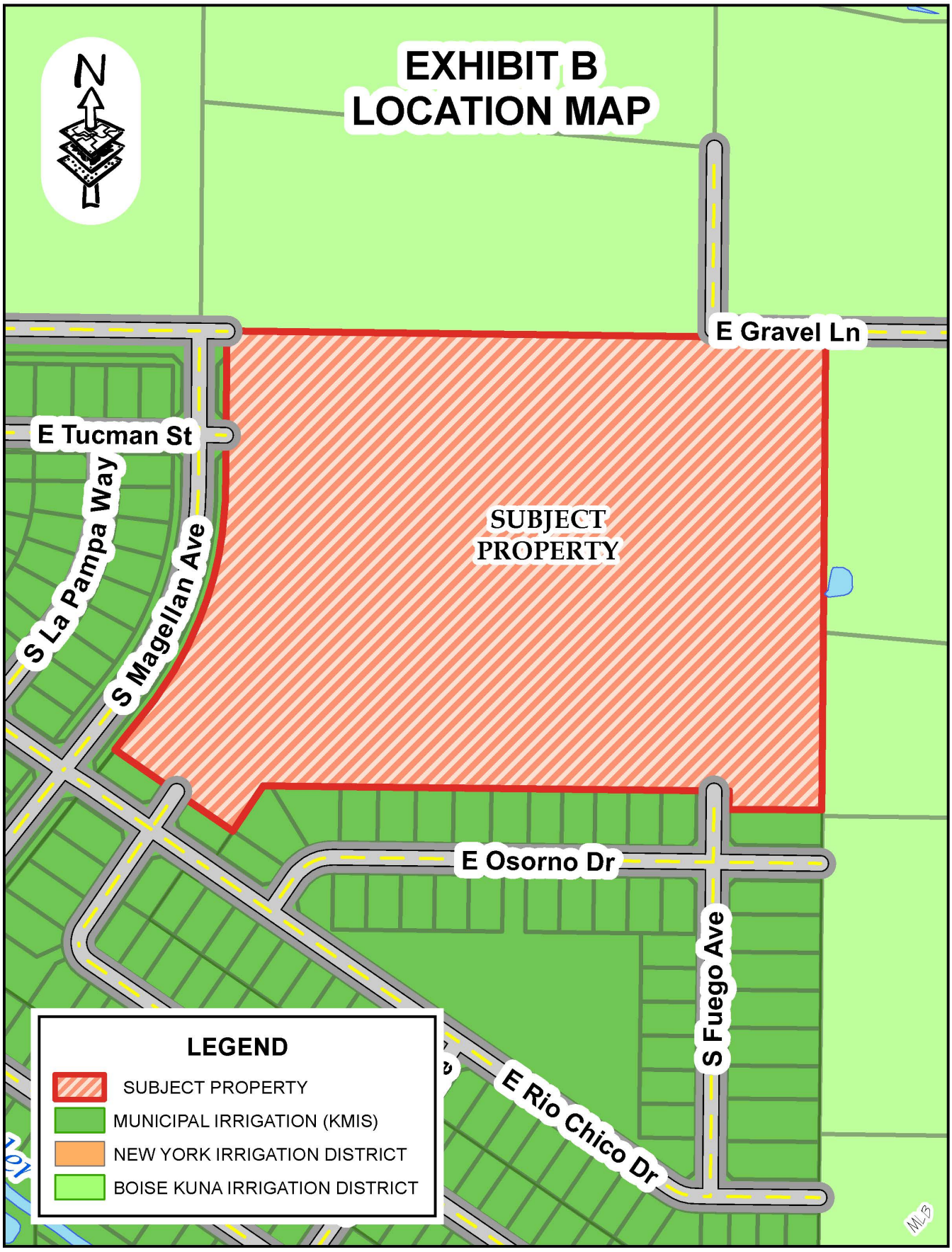
Thence a distance of 501.90 feet along the arc of a 757.00 foot radius curve left, said curve having a central angle of 37°59'16" and a long chord bearing N 19°27
feet to a point of tangency;

Thence N 0°28'13" E a distance of 330.84 feet to the northeasterly
Subdivision No. 4, said point being on the northerly boundary of said
southerly boundary of Floating Zee Ranch Subdivision as filed for re
Pages 9140 and 9141, records of Ada County, Idaho;

Thence leaving said subdivision boundary, and along the northerly boundary of said SE ¼ and said southerly boundary of Floating Zee Ranch Subdivision, S 89°19'11" E a distance of 1269.30 feet to the northeast corner of the NW ¼ of said SE ¼, also being the northwesterly corner of Roark Subdivision, as filed for record in Book 76 of Plats at Pages 7884 and 7885, records of Ada County, Idaho;

Thence along the easterly boundary of said NW ¼ of the SE ¼, also being the westerly boundary of said Roark Subdivision, S 0°28'57" W (formerly S 0°29'27" W) a distance of 998.01 feet to the **POINT OF BEGINNING.**

This parcel contains 29.61 acres.


EXHIBIT B
LOCATION MAP
N
E Gravel Ln
E Tucman St
S La Pampa Way
S Magellan Ave
SUBJECT
PROPERTY
E Osorno Dr
S Fuego Ave
E Rio Chico Dr
LEGEND
SUBJECT PROPERTY
MUNICIPAL IRRIGATION (KMIS)
NEW YORK IRRIGATION DISTRICT
BOISE KUNA IRRIGATION DISTRICT