OFFICIALS
Joe Stear, Mayor
Chris Bruce, Council President
Greg McPherson, Council Member
Matt Biggs, 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, January 21, 2025

6:00 P.M. REGULAR CITY COUNCIL

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

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

1. Call to Order and Roll Call

2. Pledge of Allegiance: Mayor Stear

3. Consent Agenda: ACTION ITEMS

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

A. Regular City Council Meeting Minutes Dated January 07, 2024

B. Accounts Payable Dated January 16, 2025, in the amount of $1,227,786.42

C. Resolutions

1. Resolution R02-2025

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR FALCON CREST, LLC, FOR FALCON CREST 7 FOR UNCOMPLETED WORK FOR STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Resolution R03-2025

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR FALCON CREST, LLC, FOR FALCON CREST 7 FOR UNCOMPLETED WORK FOR LANDSCAPE PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution R04-2025

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

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

- Setting Forth Findings; and
- Appointing Tyson Garten, Kaylie Stanley, Kara Larson, William Howe, and Andy Kahl to the City's Impact Fee Advisory Committee; and
- Directing the City Clerk; and
- Setting an Effective Date.

4. Resolution R05-2025

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NO. R70-2020 AND REAPPOINTING MEMBERS OF THE KUNA ARTS COMMISSION.

5. Resolution R06-2025

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

6. Resolution R07-2025

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

- SETTING FORTH CERTAIN PURPOSES;
- AUTHORIZING THE MAYOR TO EXECUTE THE PURCHSE AND SALE AGREEMENT BETWEEN THE CITY OF KUNA AND DURRANT HOME PLACE, LLC
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE

7. Resolution R08-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2025 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R08-2025.

8. Resolution R13-2025

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HK CAPITAL LLC, FOR ROCKAWAY COVE SUBDIVISION NO. 1 FOR UNCOMPLETED WORK FOR LANDSCAPE PURSUANT TO THE TERMS OF THIS RESOLUTION.

9. Resolution R14-2025

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, INC, FOR PALOMA RIDGE SUBDIVISION NO. 5 FOR UNCOMPLETED WORK FOR FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Public Comment

5. External Reports

6. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.
City Council members may ask questions throughout the public hearing process.
Once the public hearing is closed, no further testimony or comments are heard.
City Council may move to continue the application to a future meeting or approve or deny the application.

A. Case No. 24-04-AN (Annexation) – Applicant requests approval to Annex approx. 1.38 acres. Into Kuna City Limits with an R-2 (Low Density Residential) zone. The subject site is at the intersection of N Arroyo Vista Way and W Hubbard Roads and is currently zoned RR (Rural Residential) in Ada County; Section 10, Township 1 North, Range 2 West. – Troy Behunin, Senior Planner ACTION ITEM

B. Case No. 24-05-AN (Annexation), 24-02-DA (Development Agreement) Kuna Mora Business Center – Applicant requests annexation with a development agreement for a M-1 (Light Industrial/Manufacturing) zone. The site is located at 5895 W Kuna Mora Road (SWC of W Kuna Mora Road and S Curtis Road) within Sec 6, T1N, R2E. Doug Hanson, Planning and Zoning Director ACTION ITEM *Tabled from January 7, 2025.*

C. Case No. 24-01-CPF (Combination Plat), 22-02-DA MOD (Development Agreement Modification) Lamp District – Applicant requests combination plat approval to consolidate six (6) lots into one (1). The applicant also requests a development agreement modification to dissolve the existing development agreement on the subject site. The site is located at the NEC of N Meridian Road and E Deer Flat Road within Sec 18, T2N, R1E. Doug Hanson, Planning and Zoning Director. ACTION ITEM *Tabled from January 7, 2025.*

D. Case No. 24-06-AN Kuna Rural Fire District Station No. 2 – Applicant requests annexation with a P (Public) zone for the Kuna Rural Fire District (KRFD) Station No. 2. The site is located at 2021 W Kuna Road within SEC 27, T2N, R1W. Doug Hanson, Planning and Zoning Director ACTION ITEM

E. Consideration to approve Resolution R09-2025, New Planning and Zoning, Building, and Parks Fee Schedule. Doug Hanson, Planning and Zoning Director ACTION ITEM

7. Business Items:

A. Election of Council President for 2025. ACTION ITEM

B. Consideration to approve Resolution R10-2025, Authorizing Scope of Work and Contract with TischlerBise/Galena Consulting for Development Impact Fee Study. Nathan Stanley, City Clerk ACTION ITEM

C. Consideration to approve Resolution R11-2025, Authorizing the Mayor to sign the Second Amendment to the Water and Wastewater Service Agreement with Brisbie, LLC. Morgan Treasure, Economic Development Director. ACTION ITEM

D. Consideration to approve Resolution R12-2025 Accepting the Resignation of City Council Member Matt Biggs and Declaring a City Council Seat Vacancy. Nathan Stanley, City Clerk ACTION ITEM

8. Ordinances:

9. Executive Session:

10. Mayor/Council Announcements:

11. Adjournment:

OFFICIALS
Joe Stear, Mayor
Chris Bruce, Council President
Greg McPherson, Council Member
Matt Biggs, 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, January 7, 2025

6:00 P.M. REGULAR CITY COUNCIL

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

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

1. Call to Order and Roll Call

(Timestamp 00:00:15)

COUNCIL MEMBERS PRESENT:
Mayor Joe Stear - Present
Council President Chris Bruce - Present
Council Member John Laraway - Present
Council Member Matt Biggs - Present
Council Member Greg McPherson - Present

CITY STAFF PRESENT:
Marc Bybee, City Attorney
Jared Empey, City Treasurer
Mike Fratusco, Kuna Police Chief
Adam Wenger, Public Works Director
Doug Hanson, P & Z Director
Bobby Withrow, Parks Director
Morgan Treasure, Economic Development Director
Nancy Stauffer, Human Resource Director
Nathan Stanley, City Clerk

Mayor Stear All right, we'll go ahead and call this meeting to order. We're probably 15 seconds early, but that's okay…. Oh, there we go. So, Nathan, would you take the role please?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Here.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Here.

City Clerk Nathan Stanley Council Member Laraway.

Council Member Laraway Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Here.

City Clerk Nathan Stanley Mayor Stear.

Mayor Stear Here.

2. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:33)

Mayor Stear And if you join me for the Pledge of Allegiance.

Multiple Speakers I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, Indivisible, Liberty, and justice for all.

Mayor Stear Thank you.

3. Consent Agenda: ACTION ITEMS

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

(Timestamp 00:00:55)

A. Regular City Council Meeting Minutes Dated December 17, 2024

B. Accounts Payable Dated January 2, 2025, in the amount of $459,385.12

C. Final Plats

1. Case No. 24-19-FP (Final Plat), Whisper Meadows No. 1

D. Resolutions

1. Resolution R01-2025

A RESOLUTION OF THE CITY OF KUNA, IDAHO, ADOPTING THE LONGEVITY AND STEP AND GRADE POLICY FOR THE HUMAN RESOURCES DEPARTMENT AS ATTACHED HERETO; AND DECLARING AN EFFECTIVE DATE.

Mayor Stear First item is the consent agenda. Any questions or comments? Or?

Council President Bruce I make a motion that we approve the consent agenda, as published.

Council Member McPherson Second.

Mayor Stear Motions made and seconded for approval, any discussion on that motion? Nathan, would you poll the Council, please?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council Member Laraway.

Council Member Laraway Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries.

(Timestamp 00:01:01)
Motion To: Approve The Consent Agenda, As Published
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members Bruce, McPherson, Laraway, Biggs
Members Voting Nay: None
Members Absent: None
Approved Via: Roll Call Vote
4-0-0

4. Public Comment

(Timestamp 00:01:24)

Mayor Stear That takes us to public comments. Is there anybody who wishes to address the Council? I have one person who signed up. Anybody else? Okay. Michael Rocco, you may have the floor, Sir.

Michael Rocco Michael Rocco, 1286. E Fort Erie St. in Kuna I know I think we all share the frustrations with the development and not being able to keep up with the capacity in the schools and in the roads. And then most recently, what was frustrating is, is that the Meridian had their last City Council meeting and they approved two large developments and one of them is right here is called the Summerlin West sub and it's right by on Lake Hazel near Discovery Park and we come out that all of those housing children are going to be going to the Kuna school.

And I think one of the things that I thought was exposed from that is I think kuna school district does not do a good enough job and they got criticized for it at last meeting they come and they don't provide when they talk about we're over capacity but they're not providing the data.

Yeah, and also the developer, you know, use the expression "Pay For Play." Kuna School District is using the tactic and I don't say that with negative connotation, but they're looking to get something from the developer to compensate for the overcapacity situation. But I think they need to do… again I'm not addressing the school…The Kuna School District. I think they need to do a much better job, especially when they come to this meeting here, because when I hear this expression that well, yeah, "we support that development because of the partnership that we have" that sounds very suspect to me. I would like to know a lot more. But anyway, I just feel that our school, the school district, needs to do a much better job. The other thing is, I think what becomes very evident is we are stuck with levies and bonds, probably for infinite. I mean I don't see us ever getting out of that. And I came from New Jersey, which is a very high school district… very high taxation district.

`Here's the reality, here the demographic for Kuna. In 19…In 2023, Kuna's population of… Over 21% of the Kuna population is over 50 years old. And so within that you have people like, like myself. I'm retired. We got fixed income people. You've got homeschoolers, you've got private schools, you got charter schools, and then this is maybe something that the legislature needs to take up where they're talking about vouchers and school vouchers and stuff like that. I'm not an automatic state rubber stamp vote 'yes' and yes for every levy and every bond. I mean it's not pertinent to certain segments of the population. Anyway, and then I'll just say that I see there's some chatter going on at the state legislature about vouchers, etc… Like that. Separately, as I was looking at the payroll, I noticed like for example I just wonder does the city have do they bid for the different vendors? Like I see like I see that O'Reilly's a lot of a lot of purchasing from. I didn't see any other part store, so I'm just wondering does… is there due diligence from the government that are they getting competitive bids? I see that you know the crane companies, the same crane company. I can see that maybe we want to use Kuna vendors. So that's. It was just a question, more than anything else. Thank you.

Mayor Stear Okay, Thank you. And again, that's all we have to sign up. Was there anybody else who wished to speak?

5. External Reports

6. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.
City Council members may ask questions throughout the public hearing process.
Once the public hearing is closed, no further testimony or comments are heard.
City Council may move to continue the application to a future meeting or approve or deny the application.

(Timestamp 00:05:00)

A. Case No. 24-05-AN (Annexation), 24-02-DA (Development Agreement) Kuna Mora Business Center – Applicant requests annexation with a development agreement for a M-1 (Light Industrial/Manufacturing) zone. The site is located at 5895 W Kuna Mora Road (SWC of W Kuna Mora Road and S Curtis Road) within Sec 6, T1N, R2E. *Staff requests this item be tabled to a date certain of January 21, 2025 due to a noticing error.*

(Timestamp 00:05:00)

Mayor Stear Okay, that takes us to case #24-05-AN, an annexation. And staff had requested this item to be tabled for a date certain of January 21, 2025, due to a noticing error.

Council President Bruce I make a motion that we table case #24-05-AN to a date certain of January 21st, 2025.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded. Is there any further discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? And that motion carries.

(Timestamp 00:05:22)
Motion To: Table Case #24-05-AN To A Date Certain Of January 21st , 2025
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members Bruce, McPherson, Laraway, Biggs
Members Voting Nay: None
Members Absent: None
Approved Via: Voice Vote
4-0-0

B. Case No. 24-01-CPF (Combination Plat), 22-02-DA MOD (Development Agreement Modification) Lamp District – Applicant requests combination plat approval to consolidate six (6) lots into one (1). The applicant also requests a development agreement modification to dissolve the existing development agreement on the subject site. The site is located at the NEC of N Meridian Road and E Deer Flat Road within Sec 18, T2N, R1E. *Staff requests this item be tabled to a date certain of January 21, 2025 due to a noticing error.*

(Timestamp 00:05:46)

Mayor Stear Same is the case for case #24-01-CPF.

Council President Bruce I make a motion that we table case #24-01-CPF to a date certain of January 21st, 2025.

Council Member McPherson Second.

Mayor Stear Motions made in second. Any further discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear And that motion carries.

(Timestamp 00:05:54)
Motion To: Table Case #24-01-CPF To A Date Certain Of January 21st, 2025
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members Bruce, McPherson, Laraway, Biggs
Members Voting Nay: None
Members Absent: None
Approved Via: Voice Vote
4-0-0

7. Business Items:

8. Ordinances:

9. Executive Session:

(Timestamp 00:06:15)

A. 74-206(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations

Mayor Stear And that is basically all we had on the agenda for tonight, except for an executive session.

Council President Bruce Who do we need?

Mayor Stear Who do we need, Morgan?

Economic Development Director Mortgan Treasure *[Inaudible]*

Mayor Stear Okay.

Council Member McPherson Yeah. Drag him into it.

Mayor Stear So Chief, Adam.

Council Member Laraway Roundabout security.

Council President Bruce I make a motion that we adjourn to executive session 74-206 (e) with Adam; Morgan; Chief; and Doug.

Council Member Biggs Second.

Mayor Stear Motion's made and seconded. Nathan, would you poll the Council?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council Member Laraway.

Council Member Laraway Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries. We won't be making any decisions in that executive session and there is nothing on the agenda to consider for discussion afterwards. So basically that will be the end of the meeting when we get done with that. So, thank you for coming tonight and sorry to have wasted so much of your time. 7 minutes.

(Timestamp 00:06:47)
Motion To: Enter Executive Session Under Idaho Code §74-206(e)
Motion By: Council Member Bruce
Seconded By: Council Member Biggs
Further Discussion: None
Members Voting Aye: Council Members Bruce, McPherson, Laraway, Biggs
Members Voting Nay: None
Members Absent: None
Approved Via: Roll Call Vote
4-0-0

Minutes For The Executive Session, Required Pursuant to Idaho Code §74-205(2), May Be Found Attached To These Minutes.

10. Mayor/Council Announcements:

11. Adjournment:

_____

Joe L. Stear, Mayor

ATTEST:

_____

Nathan Stanley, City Clerk

Minutes prepared by Garrett Michaelson, Deputy City Clerk

Date Approved: CCM 01.21.2024

KUNA
IDAHO

CITY OF KUNA
751 W. 4th Street • Kuna, Idaho 83634 • Phone (208) 922-5546
Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET

January 7th, 2024 – City Council Public Comment

The City of Kuna welcomes Public Questions and/or Comments during the Public Comment Session, as noted in the agenda.

In accordance with Idaho State Code, Public Comments may NOT include specific land use issues or cases. All comments regarding specific land use issues or cases MUST be heard in their associated Public Hearing(s). Idaho State Code also requires all comments and/or complaints regarding City personnel to be heard in Executive Session.

In all instances The Mayor and City Council may determine if your comments are appropriate for the Open Comment Session, particularly if your comments are covered by Idaho Code § 74-206(1), and may notify you accordingly. If you are recognized to speak you may "have the floor" for up to three (3) minutes unless a separate time duration is determined by The Mayor and/or City Council.

Public Comment Sign Up

Michael Rocco Print Name	Print Name	Print Name
1286 E Fort Erie St Print Address	Print Address	Print Address
City KUNA State, Zip 83634	City State, Zip	City State, Zip
Topic Over capacity Schools	Topic	Topic
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
Topic	Topic	Topic
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
Topic	Topic	Topic

DEVELOPMENT SERVICES
KUNA
IDAHO

CASE NOS. 24-05-AN (ANNEXATION), 24-02-DA (DEVELOPMENT AGREEMENT)

KUNA MORA BUSINESS CENTER

AND

CASE NOS. 24-01-CPF (COMBINATION PLAT), 22-02-DA MOD (DEVELOPMENT AGREEMENT MODIFICATION)

LAMP DISTRICT

WILL NOT BE HEARD THIS EVENING, STAFF IS REQUESTING TO TABLE THE PUBLIC HEARINGS TO A DATE CERTAIN OF JANUARY 21, 2025 DUE TO A NOTICING ERROR.

KUNA
IDAHO

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

EXECUTIVE SESSION
MINUTES
Tuesday, January 07, 2025

1.) Executive Session

Authority: *Idaho Code § 74-206 (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.*

Start Time: 6 : 07

Persons Present:	**Title:**
Joe Stear	Mayor
John LARAWAY	COUNCILMAN
Greg McPherson	Councilman
Morgyn Treasure	Ec. Dev. Director
Adam Wenger	PW Director
Michael Fratusco	Chief of Police
DOUG HANSON	P+Z DIRECTOR
CHRIS Bruce	Councilman
MATTHEW BIGGS	COUNCILMAN

Motion to Exit Executive Session By: Bruce
Second on Motion to Exit Executive Session By: Laraway

All In Favor: Bruce, Biggs, McPherson, Laraway
All Opposed: _____, _____, _____, _____

End Time: 6 : 28

Information Received; No Action Taken.

Pursuant to Idaho Code §74-205 (2) Minutes pertaining to an executive session shall include a reference to the specific statutory subsection authorizing the executive session and shall also provide sufficient detail to identify the purpose and topic of the executive session but shall not contain information sufficient to compromise the purpose of going into executive session.

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
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0577838	19789	WATER TOKENS STAMP FOR WATER TOKEN ENVELOPES, J. MILLER, DEC '24	01/07/2025	41.47	.00	01-6165 OFFICE SUPPLIES	1004	1/25		
Total 0577838:						41.47	.00					
Total ABC STAMP, SIGNS & AWARDS:						41.47	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	12312024ACH		ACHD IMPACT FEES, DECEMBER 2024	12/31/2024	230,390.00	230,390.00	30-2081 ACHD IMPACT FEE	0	1/25	01/10/2025	
Total 12312024ACHDI:						230,390.00	230,390.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						230,390.00	230,390.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18925		SHOP RENT FOR JANUARY '25 - SEWER	01/10/2025	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	1/25		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18925		SHOP RENT FOR JANUARY '25 - ADMIN	01/10/2025	148.50	.00	01-6211 RENT - BUILDINGS & LAND	1004	1/25		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18925		SHOP RENT FOR JANUARY '25 - P.I.	01/10/2025	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	1/25		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18925		SHOP RENT FOR JANUARY '25 - WATER	01/10/2025	126.00	.00	20-6211 RENT - BUILDINGS & LAND	0	1/25		
Total 18925:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.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
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	122491		SHERIFF-POLICE SERVICES FOR JAN '25	01/02/2025	359,111.60	.00	01-6000 LAW ENFORCEMENT SERVICES	0	1/25		
Total 122491:						359,111.60	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						359,111.60	.00					
AKK INVESTMENTS LLC												
2074	AKK INVESTMENTS LLC	I456432605867	19694	13,293 EDDM MAILERS, PRINTED AND METERED POSTAGE, C. MANNING, DEC '24	12/17/2024	7,311.15	7,311.15	01-6160 MISCELLANEOUS EXPENSES	0	1/25	01/10/2025	
Total I456432605867:						7,311.15	7,311.15					
2074	AKK INVESTMENTS LLC	I456452875867	19721	2 DIFFERENT ELECTRICAL LABELS: ROUGH ELECTRICAL PASSES & FINAL ELECTRICAL INSPECTION TAGS, J. MILLER, DEC '24	12/19/2024	323.00	323.00	01-6165 OFFICE SUPPLIES	1005	1/25	01/10/2025	
Total I456452875867:						323.00	323.00					
2074	AKK INVESTMENTS LLC	I456564145867	19779	BUILDING DEPARTMENT NOTICES: CORRECTION NOTICES, FRAMING/ENERGY APPROVAL NOTICES & PRESSURE TEST APPROVAL NOTICES, J. MILLER, DEC '24	12/30/2024	985.00	985.00	01-6165 OFFICE SUPPLIES	1005	1/25	01/10/2025	
Total I456564145867:						985.00	985.00					
Total AKK INVESTMENTS LLC:						8,619.15	8,619.15					
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	100522		QUARTERLY PEST CONTROL, TREATMENT PLANT, DEC '24 - P.I.	12/09/2024	25.60	.00	25-6140 MAINT. & REPAIR BUILDING	0	1/25		

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
1804	ALPHA HOME PEST CONTROL, LLC	100522		QUARTERLY PEST CONTROL, TREATMENT PLANT, DEC '24 - WATER	12/09/2024	67.20	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/25		
1804	ALPHA HOME PEST CONTROL, LLC	100522		QUARTERLY PEST CONTROL, TREATMENT PLANT, DEC '24 - SEWER	12/09/2024	67.20	.00	21-6140 MAINT. & REPAIR BUILDING	0	1/25		
Total 100522:						160.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	100952		QUARTERLY PEST CONTROL FOR 475 SHORTLINE, JAN '25 - ADMIN	01/13/2025	47.50	.00	01-6140 MAINT. & REPAIR BUILDING	0	1/25		
1804	ALPHA HOME PEST CONTROL, LLC	100952		QUARTERLY PEST CONTROL FOR 475 SHORTLINE, JAN '25 - SEWER	01/13/2025	19.00	.00	21-6140 MAINT. & REPAIR BUILDING	0	1/25		
1804	ALPHA HOME PEST CONTROL, LLC	100952		QUARTERLY PEST CONTROL FOR 475 SHORTLINE, JAN '25 - P.I.	01/13/2025	9.50	.00	25-6140 MAINT. & REPAIR BUILDING	0	1/25		
1804	ALPHA HOME PEST CONTROL, LLC	100952		QUARTERLY PEST CONTROL FOR 475 SHORTLINE, JAN '25 - WATER	01/13/2025	19.00	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/25		
Total 100952:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	100953		QUARTERLY PEST CONTROL FOR 371 SHORTLINE, JAN '25	01/13/2025	95.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/25		
Total 100953:						95.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						350.00	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	2408087		KUNA MONITORING WELL TESTING AT KUNA EAST META FACILITY, T. FLEMING, OCT '24	10/31/2024	180.00	180.00	28-6152 M & R - LABORATORY COSTS	0	1/25	01/10/2025	
Total 2408087:						180.00	180.00					

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
1	ANALYTICAL LABORATORIES	2500044		MONTHLY BACTERIA SAMPLES, KUNA EAST META - DECEMBER '24 - WATER	12/31/2024	38.00	.00	27-6152 M & R - LABORATORY COSTS	0	1/25		
1	ANALYTICAL LABORATORIES	2500044		MONTHLY BACTERIA SAMPLES - DECEMBER '24 - WATER	12/31/2024	593.75	.00	20-6152 M & R - LABORATORY COSTS	0	1/25		
Total 2500044:						631.75	.00					
1	ANALYTICAL LABORATORIES	2500045		MONTHLY BACTERIA SAMPLES - DECMBER '24 - SEWER	12/31/2024	1,259.70	.00	21-6152 M & R - LABORATORY COSTS	0	1/25		
Total 2500045:						1,259.70	.00					
Total ANALYTICAL LABORATORIES:						2,071.45	180.00					
ASSN OF IDAHO PUBLIC WORKS PROFESSIONAL												
2120	ASSN OF IDAHO PUBLIC WORKS PROFESSIONAL	2025-106		ANNUAL MEMBERSHIP DUES 2025, A. WENGER, JAN '25 - SEWER	01/06/2025	16.80	.00	21-6075 DUES & MEMBERSHIPS	0	1/25		
2120	ASSN OF IDAHO PUBLIC WORKS PROFESSIONAL	2025-106		ANNUAL MEMBERSHIP DUES 2025, A. WENGER, JAN '25 - P.I.	01/06/2025	6.40	.00	25-6075 DUES & MEMBERSHIPS	0	1/25		
2120	ASSN OF IDAHO PUBLIC WORKS PROFESSIONAL	2025-106		ANNUAL MEMBERSHIP DUES 2025, A. WENGER, JAN '25 - WATER	01/06/2025	16.80	.00	20-6075 DUES & MEMBERSHIPS	0	1/25		
Total 2025-106:						40.00	.00					
Total ASSN OF IDAHO PUBLIC WORKS PROFESSIONAL:						40.00	.00					
AWP INC												
2184	AWP INC	H0008626		TRAFFIC CONTROL FOR NEW YEAR'S EVE EVENT, DEC. 24	12/31/2024	869.65	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total H0008626:						869.65	.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 AWP INC:						869.65	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	9058		RENTAL OF MANLIFT USED TO SECURE SOFTBALL NETS AT ZAMZOWS PARK, M. WEBB, DEC '24	12/03/2024	395.00	395.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total 9058:						395.00	395.00					
1846	BIG SKY RENTALS LLC	9075	19637	SCISSOR LIFT RENTAL, J. PEREZ, DEC '24	12/10/2024	550.00	550.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total 9075:						550.00	550.00					
1846	BIG SKY RENTALS LLC	9101	19763	ROLLER FOR COMPACTING GRAVEL AROUND SHOP PARKING LOT, B. VILLANUEVA, DEC '24	12/23/2024	310.00	310.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total 9101:						310.00	310.00					
Total BIG SKY RENTALS LLC:						1,255.00	1,255.00					
BI-MART CORPORATION												
1931	BI-MART CORPORATION	39221	19869	SHOWER SUPPLIES FOR PLANT, D. CROSSLEY, JAN '25 - WATER	01/10/2025	27.67	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	1/25		
1931	BI-MART CORPORATION	39221	19869	SHOWER SUPPLIES FOR PLANT, D. CROSSLEY, JAN '25 - P.I.	01/10/2025	10.54	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	1/25		
1931	BI-MART CORPORATION	39221	19869	SHOWER SUPPLIES FOR PLANT, D. CROSSLEY, JAN '25 - SEWER	01/10/2025	27.67	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	1/25		
Total 39221:						65.88	.00					
Total BI-MART CORPORATION:						65.88	.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
BUTTE FENCE INC												
2177	BUTTE FENCE INC	0118642-IN		REPAIR OF PHOTO EYE FOR GATE AT PARKS SHOP, B. WITHROW, DEC '24	12/27/2024	650.00	650.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/25	01/03/2025	
Total 0118642-IN:						650.00	650.00					
Total BUTTE FENCE INC:						650.00	650.00					
CASELLE INC												
1239	CASELLE INC	138125		CONTRACT SUPPORT AND MAINTENANCE FOR 01/01-01/31/25 - WATER	01/01/2025	558.48	558.48	20-6052 CONTRACT SERVICES	0	1/25	01/10/2025	
1239	CASELLE INC	138125		CONTRACT SUPPORT AND MAINTENANCE FOR 01/01-01/31/25 - SEWER	01/01/2025	558.48	558.48	21-6052 CONTRACT SERVICES	0	1/25	01/10/2025	
1239	CASELLE INC	138125		CONTRACT SUPPORT AND MAINTENANCE FOR 01/01-01/31/25 - ADMIN	01/01/2025	816.24	816.24	01-6052 CONTRACT SERVICES	0	1/25	01/10/2025	
1239	CASELLE INC	138125		CONTRACT SUPPORT AND MAINTENANCE FOR 01/01-01/31/25 - P.I.	01/01/2025	214.80	214.80	25-6052 CONTRACT SERVICES	0	1/25	01/10/2025	
Total 138125:						2,148.00	2,148.00					
Total CASELLE INC:						2,148.00	2,148.00					
CENTURYLINK												
62	CENTURYLINK	333719348122		DEDICATED LANDLINE TO VFW (FORMERLY CODED AS SCADA, THIS WILL BE DISCONTINUED AND NEW SERVICE COMING), 12/25/2024-01/24/2025 - ADMIN	12/25/2024	81.07	81.07	01-6255 TELEPHONE EXPENSE	0	1/25	01/03/2025	
Total 33371934812252024:						81.07	81.07					
62	CENTURYLINK	333719768122		INTERNET SERVICES FOR PARKS, 12/25/2024- 01/24/2025	12/25/2024	105.89	105.89	01-6255 TELEPHONE EXPENSE	1004	1/25	01/03/2025	

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 33371976812252024:						105.89	105.89					
62	CENTURYLINK	509750209122		NEW ACCOUNT SETUP FOR DEDICATED LANDLINE TO SCADA, 12/24/24-01/23/25 - WATER	12/24/2024	41.55	41.55	20-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
62	CENTURYLINK	509750209122		NEW ACCOUNT SETUP FOR DEDICATED LANDLINE TO SCADA, 12/24/24-01/23/25 - SEWER	12/24/2024	41.55	41.55	21-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
62	CENTURYLINK	509750209122		NEW ACCOUNT SETUP FOR DEDICATED LANDLINE TO SCADA, 12/24/24-01/23/25 - P.I.	12/24/2024	15.82	15.82	25-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
Total 50975020912242024:						98.92	98.92					
Total CENTURYLINK:						285.88	285.88					
CHALLENGER COMPANIES												
823	CHALLENGER COMPANIES	115306		MATERIAL, WELDING AND INSTALLATION OF LADDER AT FALCON CREST LIFT STATION, DEC '24	12/31/2024	3,700.00	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 115306:						3,700.00	.00					
Total CHALLENGER COMPANIES:						3,700.00	.00					
CLEARWATER ADVISORS LLC												
2332	CLEARWATER ADVISORS LLC	64129		MANAGEMENT FEE FOR 11/01/24-11/30/24 - P.I.	12/04/2024	183.90	183.90	25-6202 PROFESSIONAL SERVICES	0	1/25	01/03/2025	
2332	CLEARWATER ADVISORS LLC	64129		MANAGEMENT FEE FOR 11/01/24-11/30/24 - ADMIN	12/04/2024	510.81	510.81	01-6202 PROFESSIONAL SERVICES	0	1/25	01/03/2025	
2332	CLEARWATER ADVISORS LLC	64129		MANAGEMENT FEE FOR 11/01/24-11/30/24 - WATER	12/04/2024	674.27	674.27	20-6202 PROFESSIONAL SERVICES	0	1/25	01/03/2025	

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
2332	CLEARWATER ADVISORS LLC	64129		MANAGEMENT FEE FOR 11/01/24-11/30/24 - SEWER	12/04/2024	674.27	674.27	21-6202 PROFESSIONAL SERVICES	0	1/25	01/03/2025	
Total 64129:						2,043.25	2,043.25					
2332	CLEARWATER ADVISORS LLC	64182		MANAGEMENT FEE FOR 12/01/24-12/31/24 - SEWER	01/07/2025	808.77	.00	21-6202 PROFESSIONAL SERVICES	0	1/25		
2332	CLEARWATER ADVISORS LLC	64182		MANAGEMENT FEE FOR 12/01/24-12/31/24 - ADMIN	01/07/2025	612.71	.00	01-6202 PROFESSIONAL SERVICES	0	1/25		
2332	CLEARWATER ADVISORS LLC	64182		MANAGEMENT FEE FOR 12/01/24-12/31/24 - P.I.	01/07/2025	220.57	.00	25-6202 PROFESSIONAL SERVICES	0	1/25		
2332	CLEARWATER ADVISORS LLC	64182		MANAGEMENT FEE FOR 12/01/24-12/31/24 - WATER	01/07/2025	808.77	.00	20-6202 PROFESSIONAL SERVICES	0	1/25		
Total 64182:						2,450.82	.00					
Total CLEARWATER ADVISORS LLC:						4,494.07	2,043.25					
CMIT SOLUTIONS CORP												
2014	CMIT SOLUTIONS CORP	10067		PHONE SERVICE FOR ALL DEPT, JAN '25 - P.I.	01/01/2025	125.89	125.89	25-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10067		CONTRACT SERVICES/IT SUPPORT, JAN '25 - ADMIN	01/01/2025	3,700.63	3,700.63	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10067		CONTRACT SERVICES/IT SUPPORT, JAN '25 - SEWER	01/01/2025	2,532.01	2,532.01	21-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10067		CONTRACT SERVICES/IT SUPPORT, JAN '25 - WATER	01/01/2025	2,532.01	2,532.01	20-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10067		PHONE SERVICE FOR ALL DEPT, JAN '25 - P & Z	01/01/2025	125.89	125.89	01-6255 TELEPHONE				

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
								EXPENSE	1003	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10067		CONTRACT SERVICES/IT SUPPORT, JAN '25 - P.I.	01/01/2025	973.85	973.85	25-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10067		PHONE SERVICE FOR ALL DEPT, JAN '25 - WATER	01/01/2025	327.32	327.32	20-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10067		PHONE SERVICE FOR ALL DEPT, JAN '25 - ADMIN	01/01/2025	352.49	352.49	01-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10067		PHONE SERVICE FOR ALL DEPT, JAN '25 - SEWER	01/01/2025	327.32	327.32	21-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
Total 10067:						10,997.41	10,997.41					
2014	CMIT SOLUTIONS CORP	10170		SETUP OF REPLACEMENT COMPUTERS AND UPDATED SOFTWARE FOR J. EMPEY AND J. EDINGER, DEC '24 - P.I.	01/01/2025	76.13	76.13	25-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		USB MODEM ADAPTER, PATCH CABLES AND CAT6 TOOLLESS KEYSTONE JACK FOR PUBLIC WORK, DEC '24 - WATER	01/01/2025	35.71	35.71	20-6141 IT SMALL EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF NEW PRINTER IN CLERKS OFFICE, DEC '24 - ADMIN	01/01/2025	172.19	172.19	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF REPLACEMENT COMPUTER AND UPDATED SOFTWARE FOR N. STANLEY, DEC '24 - P.I.	01/01/2025	5.08	5.08	25-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		NETWORK CABLE INSTALL FOR PUBLIC WORKS, DEC '24 - WATER	01/01/2025	213.15	213.15	20-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF REPLACEMENT COMPUTER AND UPDATED SOFTWARE FOR N. STANLEY, DEC '24 - ADMIN	01/01/2025	397.54	397.54	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	

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
2014	CMIT SOLUTIONS CORP	10170		USB MODEM ADAPTER, PATCH CABLES AND CAT6 TOOLLESS KEYSTONE JACK FOR PUBLIC WORK, DEC '24 - SEWER	01/01/2025	35.71	35.71	21-6141 IT SMALL EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF NEW PRINTER IN CLERKS OFFICE, DEC '24 - SEWER	01/01/2025	3.63	3.63	21-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		ADOBE FOR TEAMS, PRO RATED FOR .83 OF YEAR, M. DAVILA, DEC '24 - P.I.	01/01/2025	28.30	28.30	25-6075 DUES & MEMBERSHIPS	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF NEW PRINTER IN CLERKS OFFICE, DEC '24 - WATER	01/01/2025	3.63	3.63	20-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		ADOBE FOR TEAMS, PRO RATED FOR .83 OF YEAR, M. DAVILA, DEC '24 - WATER	01/01/2025	113.18	113.18	20-6075 DUES & MEMBERSHIPS	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF REPLACEMENT COMPUTERS AND UPDATED SOFTWARE FOR J. EMPEY AND J. EDINGER, DEC '24 - ADMIN	01/01/2025	211.46	211.46	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		ADOBE FOR TEAMS, PRO RATED FOR .82 OF YEAR, N. STANLEY, DEC '24 - SEWER	01/01/2025	3.36	3.36	21-6075 DUES & MEMBERSHIPS	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF NEW PRINTER IN CLERKS OFFICE, DEC '24 - P.I.	01/01/2025	1.80	1.80	25-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		ADOBE FOR TEAMS, PRO RATED FOR .82 OF YEAR, N. STANLEY, DEC '24 - ADMIN	01/01/2025	131.69	131.69	01-6075 DUES & MEMBERSHIPS	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF REPLACEMENT COMPUTERS AND UPDATED SOFTWARE FOR J. EMPEY AND J. EDINGER, DEC '24 - WATER	01/01/2025	279.12	279.12	20-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		ADOBE FOR TEAMS, PRO RATED FOR .82 OF YEAR, N. STANLEY, DEC '24 - P.I.	01/01/2025	1.69	1.69	25-6075 DUES & MEMBERSHIPS	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		PC REBUILD FOR J. LORENTZ, DEC '24 - PARKS	01/01/2025	435.00	435.00	01-6142 MAINT. & REPAIR -				

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
								EQUIPMENT	1004	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		ADOBE FOR TEAMS, PRO RATED FOR .82 OF YEAR, N. STANLEY, DEC '24 - WATER	01/01/2025	3.36	3.36	20-6075 DUES & MEMBERSHIPS	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF REPLACEMENT COMPUTERS AND UPDATED SOFTWARE FOR J. EMPEY AND J. EDINGER, DEC '24 - SEWER	01/01/2025	279.12	279.12	21-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		ADOBE FOR TEAMS, L. TORRES, DEC '24	01/01/2025	135.51	135.51	01-6075 DUES & MEMBERSHIPS	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		NETWORK CABLE INSTALL FOR PUBLIC WORKS, DEC '24 - SEWER	01/01/2025	213.15	213.15	21-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF REPLACEMENT COMPUTER AND UPDATED SOFTWARE FOR N. STANLEY, DEC '24 - WATER	01/01/2025	10.15	10.15	20-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		USB MODEM ADAPTER, PATCH CABLES AND CAT6 TOOLLESS KEYSTONE JACK FOR PUBLIC WORK, DEC '24 - P.I.	01/01/2025	13.60	13.60	25-6141 IT SMALL EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		NETWORK CABLE INSTALL FOR PUBLIC WORKS, DEC '24 - P.I.	01/01/2025	81.20	81.20	25-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
2014	CMIT SOLUTIONS CORP	10170		SETUP OF REPLACEMENT COMPUTER AND UPDATED SOFTWARE FOR N. STANLEY, DEC '24 - SEWER	01/01/2025	10.15	10.15	21-6142 MAINT. & REPAIR - EQUIPMENT	0	1/25	01/10/2025	
Total 10170:						2,894.61	2,894.61					
2014	CMIT SOLUTIONS CORP	10200		NEW DELL MONITOR FOR A. GOODWIN, JAN '25	01/07/2025	203.96	203.96	01-6141 IT SMALL EQUIPMENT	0	1/25	01/10/2025	
Total 10200:						203.96	203.96					

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 CMIT SOLUTIONS CORP:					14,095.98	14,095.98					
COMPASS												
4	COMPASS	0236		FY 2025 ANNUAL MEMBERSHIP DUES, SECOND QUARTER	01/02/2025	3,471.00	.00	01-6075 DUES & MEMBERSHIPS	0	1/25		
	Total 0236:					3,471.00	.00					
	Total COMPASS:					3,471.00	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	W269327	19866	30 METERS AND BOLT KITS, J. OSBORN, JAN '25	01/10/2025	35,276.10	.00	20-6020 CAPITAL IMPROVEMENTS	0	1/25		
	Total W269327:					35,276.10	.00					
	Total CORE & MAIN LP:					35,276.10	.00					
COREY BARTON HOMES, INC.												
479	COREY BARTON HOMES, INC.	01022025CBH		REFUND BP #44679, 3975 W TRIBUTE ST. MEMORY RANCH # 6 LOT 8 BLOCK 15- IMPACT FEE OVERPAYMENT	01/02/2025	2,118.00	2,118.00	30-2081 ACHD IMPACT FEE	0	1/25	01/03/2025	
	Total 01022025CBH:					2,118.00	2,118.00					
	Total COREY BARTON HOMES, INC.:					2,118.00	2,118.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	9439	19802	PROGRAMMING FOR TRENDING AT META, C. DEYOUNG, JAN '25 - WATER	01/02/2025	140.00	.00	27-6150 M & R - SYSTEM	0	1/25		
147	CUSTOM ELECTRIC, INC.	9439	19802	PROGRAMMING FOR TRENDING AT META, C. DEYOUNG, JAN '25 - P.I.	01/02/2025	140.00	.00	28-6150 M & R - SYSTEM	0	1/25		
	Total 9439:					280.00	.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
147	CUSTOM ELECTRIC, INC.	9440	19803	TROUBLESHOOTING THE BLOWER AT LAGOONS, PROGRAMMING MEMORY RANCH AND ARROYA VISTA LS SCADA, REPLACEMENT OF 30 AMP DISCONNECT ON BELT PRESS, T. FLEMING, JAN '25	01/02/2025	1,394.00	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 9440:						1,394.00	.00					
147	CUSTOM ELECTRIC, INC.	9442	19809	PROGRAMMING OF SCADA DIALER FOR WATER DEPT., C. DEYOUNG, JAN '25	01/03/2025	350.00	.00	20-6150 M & R - SYSTEM	0	1/25		
Total 9442:						350.00	.00					
147	CUSTOM ELECTRIC, INC.	9443	19810	PROGRAMMING FOR THE SCADA DIALER FOR WASTEWATER DEPT, T. FLEMING, JAN '25	01/03/2025	350.00	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 9443:						350.00	.00					
147	CUSTOM ELECTRIC, INC.	9445	19868	TROUBLE SHOOT ON SITE LIFT STATION AND REPLACE LEVEL TRANSDUCER, T. FLEMING, JAN '25	01/10/2025	4,884.00	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 9445:						4,884.00	.00					
147	CUSTOM ELECTRIC, INC.	9446	19870	CHECK OUT AND PROGRAMMING AT META WELL HOUSE, T. FLEMING, JAN '25	01/10/2025	210.00	.00	27-6150 M & R - SYSTEM	0	1/25		
147	CUSTOM ELECTRIC, INC.	9446	19870	CHECK OUT AND PROGRAMMING AT DANSKIN WELL HOUSE, T. FLEMING, JAN '25	01/10/2025	210.00	.00	20-6150 M & R - SYSTEM	0	1/25		
Total 9446:						420.00	.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
147	CUSTOM ELECTRIC, INC.	9448	19882	CMIT MEETING FOR SCADA AND SCADA CLEANUP, T. FLEMING, JAN '25 - WATER	01/14/2025	350.00	.00	20-6150 M & R - SYSTEM	0	1/25		
Total 9448:						350.00	.00					
147	CUSTOM ELECTRIC, INC.	9449	19883	CMIT MEETING FOR SCADA AND SCADA CLEANUP, T. FLEMING, JAN '25 - SEWER	01/14/2025	350.00	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 9449:						350.00	.00					
147	CUSTOM ELECTRIC, INC.	9450	19891	REPLACED LIGHT SWITCH AT TEN MILE LIFT STATION & HOOKED UP MIXER AT NWWTP, T. FLEMING, JAN '25	01/14/2025	749.80	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 9450:						749.80	.00					
Total CUSTOM ELECTRIC, INC.:						9,127.80	.00					
D & B SUPPLY												
75	D & B SUPPLY	1373	19818	HARDWARE TO REPAIR PICNIC TABLES, R. WARWICK, JAN '25	01/06/2025	21.82	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 1373:						21.82	.00					
75	D & B SUPPLY	2034	19848	UTILITY KNIVES TO REPAIR ICE MELT SHREDDER, J. PEREZ, JAN '25	01/09/2025	89.97	.00	01-6175 SMALL TOOLS	1004	1/25		
75	D & B SUPPLY	2034	19848	NUTS AND WASHERS TO REPAIR ICE MELT SHREDDER, J. PEREZ, JAN '25	01/09/2025	17.92	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 2034:						107.89	.00					
75	D & B SUPPLY	2209	19865	HEAT BULB FOR PARKS PUMP HOUSE THAT STORES ICE MELT, J. PEREZ, JAN '25	01/10/2025	5.99	.00	01-6150 M & R - SYSTEM	1004	1/25		

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 2209:						5.99	.00					
75	D & B SUPPLY	2460A	19826	PUMP OILER, GAVLVANIZED PAILS & MAGNETS FOR SHOP SUPPLIES, C. REGLI, JAN '25	01/06/2025	65.46	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 2460A:						65.46	.00					
75	D & B SUPPLY	2978	19874	BOLT CUTTERS AND SET OF 3 PRY BARS FOR PARKS CREW, J. PEREZ, JAN '25	01/13/2025	84.98	.00	01-6175 SMALL TOOLS	1004	1/25		
Total 2978:						84.98	.00					
75	D & B SUPPLY	3444	19801	GOGGLES FOR SNOW REMOVAL, A. BILLINGS, JAN '25	01/02/2025	21.19	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	1/25		
Total 3444:						21.19	.00					
75	D & B SUPPLY	3483	19805	FROST BREAKER GLOVES FOR SNOW AND ICE REMOVAL, P. FLORES, JAN '25	01/02/2025	9.99	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	1/25		
75	D & B SUPPLY	3483	19805	2 KEY RINGS, P. FLORES, JAN '25	01/02/2025	2.98	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 3483:						12.97	.00					
Total D & B SUPPLY:						320.30	.00					
DENNIS DILLON RV LLC												
844	DENNIS DILLON RV LLC	37014	19744	OIL CHANGE SUPPLIES FOR POLARIS SIDE X SIDE, J. DURHAM, DEC '24	12/20/2024	159.27	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/25		
Total 37014:						159.27	.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
844	DENNIS DILLON RV LLC	37107	19744	OUTER BOOT KIT FOR POLARIS SIDE X SIDE, J. DURHAM, DEC '24	12/20/2024	35.38	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/25		
Total 37107:						35.38	.00					
844	DENNIS DILLON RV LLC	37940	19774	SNOW PLOW MARKERS FOR FLEET AND FACILITIES, J. DURHAM, DEC '24 - WATER	12/27/2024	8.95	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
844	DENNIS DILLON RV LLC	37940	19774	SNOW PLOW MARKERS FOR FLEET AND FACILITIES, J. DURHAM, DEC '24 - P.I.	12/27/2024	4.46	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
844	DENNIS DILLON RV LLC	37940	19774	SNOW PLOW MARKERS FOR FLEET AND FACILITIES, J. DURHAM, DEC '24 - SEWER	12/27/2024	8.95	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
844	DENNIS DILLON RV LLC	37940	19774	SNOW PLOW MARKERS FOR FLEET AND FACILITIES, J. DURHAM, DEC '24 - ADMIN	12/27/2024	22.37	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
Total 37940:						44.73	.00					
Total DENNIS DILLON RV LLC:						239.38	.00					
DIGLINE												
25	DIGLINE	0075594-IN		DIG FEES, DEC '24 - WATER	12/31/2024	404.59	.00	20-6065 DIG LINE EXPENSE	0	1/25		
25	DIGLINE	0075594-IN		DIG FEES, DEC '24 - SEWER	12/31/2024	404.59	.00	21-6065 DIG LINE EXPENSE	0	1/25		
25	DIGLINE	0075594-IN		DIG FEES, DEC '24 - P.I.	12/31/2024	154.12	.00	25-6065 DIG LINE EXPENSE	0	1/25		
Total 0075594-IN:						963.30	.00					
Total DIGLINE:						963.30	.00					
DS SERVICES OF AMERICA INC												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2311	DS SERVICES OF AMERICA INC	24328251 0104	19711	12 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL FOR CITY HALL, A. PETERSON, DEC. 24- ADMIN	01/04/2025	42.07	42.07	01-6165 OFFICE SUPPLIES	0	1/25	01/10/2025	
2311	DS SERVICES OF AMERICA INC	24328251 0104	19711	12 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL FOR CITY HALL, A. PETERSON, DEC. 24- P.I	01/04/2025	11.07	11.07	25-6165 OFFICE SUPPLIES	0	1/25	01/10/2025	
2311	DS SERVICES OF AMERICA INC	24328251 0104	19711	12 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL FOR CITY HALL, A. PETERSON, DEC. 24- WATER	01/04/2025	28.78	28.78	20-6165 OFFICE SUPPLIES	0	1/25	01/10/2025	
2311	DS SERVICES OF AMERICA INC	24328251 0104	19711	12 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL FOR CITY HALL, A. PETERSON, DEC. 24- SEWER	01/04/2025	28.78	28.78	21-6165 OFFICE SUPPLIES	0	1/25	01/10/2025	
Total 24328251 010425:						110.70	110.70					
2311	DS SERVICES OF AMERICA INC	24330369 0104	19641	9 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR THE TREATMENT PLANT, C.PATON, DEC.'24- SEWER	01/04/2025	48.84	48.84	21-6165 OFFICE SUPPLIES	0	1/25	01/10/2025	
2311	DS SERVICES OF AMERICA INC	24330369 0104	19641	9 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR THE TREATMENT PLANT, C.PATON, DEC.'24- P.I	01/04/2025	18.61	18.61	25-6165 OFFICE SUPPLIES	0	1/25	01/10/2025	
2311	DS SERVICES OF AMERICA INC	24330369 0104	19641	9 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR THE TREATMENT PLANT, C.PATON, DEC.'24- WATER	01/04/2025	48.84	48.84	20-6165 OFFICE SUPPLIES	0	1/25	01/10/2025	
Total 24330369 010425:						116.29	116.29					
2311	DS SERVICES OF AMERICA INC	24336182 0104	19711	9 EACH 5 GALLON WATER BOTTLES, ONE COOLER RENTAL AND ONE BOTTLE RACK RENTAL FOR PARKS, A. PETERSON, DEC. 24	01/04/2025	83.30	83.30	01-6165 OFFICE SUPPLIES	1004	1/25	01/10/2025	

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 24336182 010425:						83.30	83.30					
Total DS SERVICES OF AMERICA INC:						310.29	310.29					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-30377773	19781	4 BARRELS OF POLYMER, M. NADEAU, DEC '24	01/02/2025	3,680.00	.00	21-6151 M & R - PROCESS CHEMICALS	0	1/25		
Total IN-30377773:						3,680.00	.00					
512	DUBOIS CHEMICALS INC	IN-30379511	19837	ONE TOTE CHLORINE, D. CROSSLEY, JAN '25	01/08/2025	1,316.70	.00	20-6151 M & R - PROCESS CHEMICALS	0	1/25		
Total IN-30379511:						1,316.70	.00					
Total DUBOIS CHEMICALS INC:						4,996.70	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	310020	19783	WASHER FLUID FOR FLEET INVENTORY, J. DURHAM, DEC. 24- SEWER	12/30/2024	3.92	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310020	19783	WASHER FLUID FOR FLEET INVENTORY, J. DURHAM, DEC. 24- ADMIN	12/30/2024	9.81	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310020	19783	WASHER FLUID FOR FLEET INVENTORY, J. DURHAM, DEC. 24- WATER	12/30/2024	3.92	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310020	19783	WASHER FLUID FOR FLEET INVENTORY, J. DURHAM, DEC. 24- P.I	12/30/2024	1.97	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
Total 310020:						19.62	.00					
2115	DYNA PARTS LLC	310081		BATTERY FOR PARKS TRUCK 45, J. DURHAM, DEC. 24	12/31/2024	129.14	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	1/25		

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
2115	DYNA PARTS LLC	310081		ONE EACH CORE DEPOSIT ON INVOICE 310081, DEC. 24	12/31/2024	21.60	.00	01-6097 DEPOSITS ON ACCOUNT	1004	1/25		
2115	DYNA PARTS LLC	310081		CREDIT/RETURN CORE DEPOSIT, DEC. 24	12/31/2024	-21.60	.00	01-6097 DEPOSITS ON ACCOUNT	1004	1/25		
Total 310081:						129.14	.00					
2115	DYNA PARTS LLC	310327	19834	FILTERS FOR FLEET INVENTORY, J. DURHAM, JAN. 25- SEWER	01/07/2025	23.65	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310327	19834	FILTERS FOR FLEET INVENTORY, J. DURHAM, JAN. 25- ADMIN	01/07/2025	59.13	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310327	19834	FILTERS FOR FLEET INVENTORY, J. DURHAM, JAN. 25- WATER	01/07/2025	23.65	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310327	19834	FILTERS FOR FLEET INVENTORY, J. DURHAM, JAN. 25- P.I	01/07/2025	11.82	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
Total 310327:						118.25	.00					
2115	DYNA PARTS LLC	310460	19856	TOGGLE SWITCH AND VEHICLE CLEANER FOR FLEET VEHICLE INVENTORY , J.DURHAM, JAN.'25- P.I	01/09/2025	2.20	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310460	19856	TOGGLE SWITCH AND VEHICLE CLEANER FOR FLEET VEHICLE INVENTORY , J.DURHAM, JAN.'25- ADMIN	01/09/2025	10.99	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310460	19856	TOGGLE SWITCH AND VEHICLE CLEANER FOR FLEET VEHICLE INVENTORY , J.DURHAM, JAN.'25- SEWER	01/09/2025	4.39	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
2115	DYNA PARTS LLC	310460	19856	TOGGLE SWITCH AND VEHICLE CLEANER FOR FLEET VEHICLE INVENTORY , J.DURHAM, JAN.'25- WATER	01/09/2025	4.39	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		

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 310460:						21.97	.00					
Total DYNA PARTS LLC:						288.98	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	11828076		62.40 PROPANE DELIVERED TO 201 AVE A, PARKS, JAN '25	01/02/2025	116.80	116.80	01-6290 UTILITIES EXPENSE	1004	1/25	01/10/2025	
Total 11828076:						116.80	116.80					
1731	ED STAUB & SONS PETROLEUM, INC	11859309		111.20 PROPANE DELIVERED TO 475 SHORTLINE RD, JAN '25 - ADMIN	01/06/2025	104.07	104.07	01-6150 M & R - SYSTEM	1004	1/25	01/10/2025	
1731	ED STAUB & SONS PETROLEUM, INC	11859309		111.20 PROPANE DELIVERED TO 475 SHORTLINE RD, JAN '25 - SEWER	01/06/2025	41.63	41.63	21-6150 M & R - SYSTEM	0	1/25	01/10/2025	
1731	ED STAUB & SONS PETROLEUM, INC	11859309		111.20 PROPANE DELIVERED TO 475 SHORTLINE RD, JAN '25 - WATER	01/06/2025	41.63	41.63	20-6150 M & R - SYSTEM	0	1/25	01/10/2025	
1731	ED STAUB & SONS PETROLEUM, INC	11859309		111.20 PROPANE DELIVERED TO 475 SHORTLINE RD, JAN '25 - P.I.	01/06/2025	20.81	20.81	25-6150 M & R - SYSTEM (PI)	0	1/25	01/10/2025	
Total 11859309:						208.14	208.14					
Total ED STAUB & SONS PETROLEUM, INC:						324.94	324.94					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	12312024ECI		ELECTRICAL PERMITS, DECEMBER 2024	12/31/2024	18,238.05	18,238.05	01-6052 CONTRACT SERVICES	1005	1/25	01/10/2025	
Total 12312024ECI:						18,238.05	18,238.05					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						18,238.05	18,238.05					

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
EMD MILLIPORE CORPORATION												
1421	EMD MILLIPORE CORPORATION	11577291	19685	LIGHT WITH INSTALLTION SERVICE CALL, M. NADEAU, DEC '24	12/31/2024	1,808.90	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 11577291:						1,808.90	.00					
Total EMD MILLIPORE CORPORATION:						1,808.90	.00					
EVENT RENT												
1263	EVENT RENT	75050		CANOPY RENTAL FOR GEM DROP, A. GOODWIN, DEC '24	12/31/2024	1,822.60	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 75050:						1,822.60	.00					
Total EVENT RENT:						1,822.60	.00					
FATBEAM LLC												
1831	FATBEAM LLC	51322		MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, JAN '25 - SEWER	01/01/2025	65.00	.00	21-6052 CONTRACT SERVICES	0	1/25		
1831	FATBEAM LLC	51322		MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, JAN '25 - ADMIN	01/01/2025	95.00	.00	01-6052 CONTRACT SERVICES	0	1/25		
1831	FATBEAM LLC	51322		MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, JAN '25 - WATER	01/01/2025	65.00	.00	20-6052 CONTRACT SERVICES	0	1/25		
1831	FATBEAM LLC	51322		MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, JAN '25 - P.I.	01/01/2025	25.00	.00	25-6052 CONTRACT SERVICES	0	1/25		
Total 51322:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0907855	19397	LOCKING DEBRIS CAPS, T. FLEMING, JAN '25	01/07/2025	860.00	.00	21-6150 M & R - SYSTEM	0	1/25		

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 0907855:						860.00	.00					
219	FERGUSON ENTERPRISES INC	0909961-1	19812	COUPLERS AND CLAMPS FOR WATER REPAIR, R. JONES, JAN '25	01/06/2025	1,103.33	.00	20-6150 M & R - SYSTEM	0	1/25		
Total 0909961-1:						1,103.33	.00					
219	FERGUSON ENTERPRISES INC	0910502	19791	HYDRANT PARTS, J. COX, DEC '24	12/30/2024	770.70	770.70	20-6150 M & R - SYSTEM	0	1/25	01/10/2025	
Total 0910502:						770.70	770.70					
219	FERGUSON ENTERPRISES INC	0910678	19640	COUPLERS, J. COX, DEC '24	01/06/2025	853.62	.00	20-6150 M & R - SYSTEM	0	1/25		
Total 0910678:						853.62	.00					
219	FERGUSON ENTERPRISES INC	0911707	19776	5 VALVE EXTENSIONS, J. COX, DEC '24	01/06/2025	228.70	.00	20-6150 M & R - SYSTEM	0	1/25		
Total 0911707:						228.70	.00					
219	FERGUSON ENTERPRISES INC	0911707-1	19776	10 VALVE EXTENSIONS, J. COX, DEC '24	01/08/2025	433.90	.00	20-6150 M & R - SYSTEM	0	1/25		
Total 0911707-1:						433.90	.00					
Total FERGUSON ENTERPRISES INC:						4,250.25	770.70					
FIREWORKS & STAGE FX AMERICA, INC.												
408	FIREWORKS & STAGE FX AMERICA, INC.	22568		REMAINING BALANCE DUE FOR FIREWORKS DISPLAY AT GEM DROP ON NEW YEARS EVE 12/31/24	12/31/2024	7,000.00	7,000.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25	01/03/2025	

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 22568:						7,000.00	7,000.00					
Total FIREWORKS & STAGE FX AMERICA, INC.:						7,000.00	7,000.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	9344875	19792	3 COMMERCIAL HOSES FOR PLANT, T. FLEMING, DEC '24	12/31/2024	250.77	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 9344875:						250.77	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	9348940	19823	REPLACEMENT GARDEN HOSES AND FITTINGS FOR BELT PRESS AND WASH DOWN OF OTHER EQUIPMENT AT THE PLANT, S. HARMON, JAN '25	01/07/2025	1,033.91	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 9348940:						1,033.91	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	9352936	19862	PARTS FOR BELT PRESS REPAIR AT THE PLANT, W. HANCOCK, JAN '25	01/10/2025	5.92	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 9352936:						5.92	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						1,290.60	.00					
HD SUPPLY INC												
265	HD SUPPLY INC	INV00579076	19777	SEVEN 2 INCH AND THREE 3 INCH REPLACEMENT GASKETS FOR PLANT, D. CROSSLEY, DEC '24	12/30/2024	241.98	.00	21-6150 M & R - SYSTEM	0	1/25		
Total INV00579076:						241.98	.00					
265	HD SUPPLY INC	INV00579316	19777	THREE 2 INCH AND SEVEN 3 INCH REPLACEMENT GASKETS FOR PLANT, D. CROSSLEY, DEC '24	12/30/2024	337.83	.00	21-6150 M & R - SYSTEM	0	1/25		

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 INV00579316:						337.83	.00					
265	HD SUPPLY INC	INV00583486	19816	ELECTRODES FOR TREATMENT PLANT, D.CROSSLEY, JAN.25	01/03/2025	1,084.96	.00	21-6150 M & R - SYSTEM	0	1/25		
Total INV00583486:						1,084.96	.00					
Total HD SUPPLY INC:						1,664.77	.00					
HDR ENGINEERING INC												
1646	HDR ENGINEERING INC	1200686908		PROFESSIONAL SERVICES FROM BEGINNING OF PROJECT THROUGH 12/28/24 FOR QUARTERLY GROUNDWATER WELL SAMPLING AND ANNUAL REPORTING, KUNA EAST META	01/09/2025	2,819.11	.00	28-6202 PROFESSIONAL SERVICES	0	1/25		
Total 1200686908:						2,819.11	.00					
Total HDR ENGINEERING INC:						2,819.11	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	51140		PROFESSIONAL SERVICES THROUGH 12/31/24, LAGOON #8, KU23-0379	01/08/2025	4,105.00	.00	21-6020 CAPITAL IMPROVEMENTS	0	1/25		
Total 51140:						4,105.00	.00					
Total HOLLADAY ENGINEERING CO:						4,105.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	12212024IP		ELECTRIC SERVICE 11/12/24-12/18/24 - SEWER	12/21/2024	16,968.46	16,968.46	21-6290 UTILITIES EXPENSE	0	1/25	01/03/2025	
38	IDAHO POWER CO	12212024IP		ELECTRIC SERVICE 11/12/24-12/18/24 - FARM/LAGOONS	12/21/2024	24.49	24.49	21-6090 FARM EXPENDITURES	0	1/25	01/03/2025	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
38	IDAHO POWER CO	12212024IP		ELECTRIC SERVICE 11/12/24-12/18/24 - PARKS	12/21/2024	1,765.86	1,765.86	01-6290 UTILITIES EXPENSE	1004	1/25	01/03/2025	
38	IDAHO POWER CO	12212024IP		ELECTRIC SERVICE 11/12/24-12/18/24 - IRRIGATION	12/21/2024	2,092.77	2,092.77	25-6290 UTILITIES EXPENSE	0	1/25	01/03/2025	
Total 12212024IP:						20,851.58	20,851.58					
38	IDAHO POWER CO	12272024IP		ELECTRIC SERVICE 11/14/24-12/23/24 - META KUNA EAST - SEWER	12/27/2024	531.83	531.83	28-6290 UTILITIES EXPENSE	0	1/25	01/10/2025	
38	IDAHO POWER CO	12272024IP		ELECTRIC SERVICE 11/14/24-12/23/24 - SEWER	12/27/2024	7,676.40	7,676.40	21-6290 UTILITIES EXPENSE	0	1/25	01/10/2025	
38	IDAHO POWER CO	12272024IP		ELECTRIC SERVICE 11/14/24-12/23/24 - FARM/LAGOONS	12/27/2024	1,940.04	1,940.04	21-6090 FARM EXPENDITURES	0	1/25	01/10/2025	
38	IDAHO POWER CO	12272024IP		ELECTRIC SERVICE 11/14/24-12/23/24 - WATER	12/27/2024	12,907.75	12,907.75	20-6290 UTILITIES EXPENSE	0	1/25	01/10/2025	
38	IDAHO POWER CO	12272024IP		ELECTRIC SERVICE 11/14/24-12/23/24 - META KUNA EAST - WATER	12/27/2024	4,511.48	4,511.48	27-6290 UTILITIES EXPENSE	0	1/25	01/10/2025	
Total 12272024IP:						27,567.50	27,567.50					
Total IDAHO POWER CO:						48,419.08	48,419.08					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	51883	19731	AD #592385, LEGAL NOTICE, 2025 COMINGED SCHEDULE OF MEETINGS CALENDAR, N. STANLEY, DEC '24	12/27/2024	322.98	322.98	01-6125 LEGAL PUBLICATIONS	0	1/25	01/03/2025	
Total 51883:						322.98	322.98					
1802	IDAHO PRESS TRIBUNE, LLC	52231	19742	AD #593396, LEGAL NOTICE, CASE NO 24-01-CPM, 24-01-ZC GEMSTONE TECHNOLOGY PARK COMPREHENSIVE PLAN AMENDMENT, T. IRISH, DEC '24	01/03/2025	41.82	41.82	01-6125 LEGAL PUBLICATIONS	1003	1/25	01/10/2025	

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 52231:						41.82	41.82					
1802	IDAHO PRESS TRIBUNE, LLC	52232	19740	AD #593402, LEGAL NOTICE, CASE NO 24-04-AN, REQUEST TO ANNEX 1.38 ACRES INTO CITY LIMITS, T. IRISH, DEC '24	01/03/2025	35.90	35.90	01-6125 LEGAL PUBLICATIONS	1003	1/25	01/10/2025	
Total 52232:						35.90	35.90					
1802	IDAHO PRESS TRIBUNE, LLC	52233	19741	AD #593411, CASE NO 24-06-AN, KUNA RURAL FIRE DISTRICT STATION NO 2 ANNEXATION, T. IRISH, DEC '24	01/03/2025	38.12	38.12	01-6125 LEGAL PUBLICATIONS	1003	1/25	01/10/2025	
Total 52233:						38.12	38.12					
1802	IDAHO PRESS TRIBUNE, LLC	52234	19782	AD #595393, LEGAL NOTICE, CASE NO 24-07-SUP, REQUEST SPECIAL USE PERMIT FOR 506 S.F. ADU, T. IRISH, DEC '24	01/03/2025	33.68	33.68	01-6125 LEGAL PUBLICATIONS	1003	1/25	01/10/2025	
Total 52234:						33.68	33.68					
Total IDAHO PRESS TRIBUNE, LLC:						472.50	472.50					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	01072025IDSP		BACKGROUND CHECK, M. LUNDY, S25061782, PLANNER, DEC '24 - WATER	01/07/2025	.45	.00	20-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1509	IDAHO STATE POLICE	01072025IDSP		BACKGROUND CHECK, M. LUNDY, S25061782, PLANNER, DEC '24 - ADMIN	01/07/2025	9.00	.00	01-5950 TEAM BUILDING, ONBOARDING	1003	1/25		
1509	IDAHO STATE POLICE	01072025IDSP		BACKGROUND CHECK, M. LUNDY, S25061782, PLANNER, DEC '24 - P.I.	01/07/2025	.10	.00	25-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1509	IDAHO STATE POLICE	01072025IDSP		SOLICITOR/PEDDLER LICENSE BACKGROUND CHECK, S. SNODGRASS, S25053876, DEC '24	01/07/2025	33.25	.00	01-2075 UNEARNED REVENUE	0	1/25		

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
1509	IDAHO STATE POLICE	01072025IDSP		BACKGROUND CHECK, A. WOLGAST, S25051056, DEC '24 - WATER	01/07/2025	13.97	.00	20-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1509	IDAHO STATE POLICE	01072025IDSP		BACKGROUND CHECK, A. WOLGAST, S25051056, DEC '24 - P.I.	01/07/2025	5.31	.00	25-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1509	IDAHO STATE POLICE	01072025IDSP		BACKGROUND CHECK, D. ROMINE, S25050580, DEC '24 - SEWER	01/07/2025	33.25	.00	21-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1509	IDAHO STATE POLICE	01072025IDSP		BACKGROUND CHECK, A. WOLGAST, S25051056, DEC '24 - SEWER	01/07/2025	13.97	.00	21-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1509	IDAHO STATE POLICE	01072025IDSP		BACKGROUND CHECK, M. LUNDY, S25061782, PLANNER, DEC '24 - SEWER	01/07/2025	.45	.00	21-5950 TEAM BUILDING, ONBOARDING	0	1/25		
Total 01072025IDSP:						109.75	.00					
Total IDAHO STATE POLICE:						109.75	.00					
IDAHO TOOL & EQUIPMENT, INC.												
1667	IDAHO TOOL & EQUIPMENT, INC.	2501-084515	19872	DRILL BITS, CLAMPS AND RAFTER SQUARE FOR WELDING BOX AT PARKS SHOP, JAN '25	01/10/2025	232.55	.00	01-6175 SMALL TOOLS	1004	1/25		
Total 2501-084515:						232.55	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						232.55	.00					
INSPECT LLC												
2335	INSPECT LLC	12312024IL		PLUMBING PERMITS, DECEMBER 2024	12/31/2024	15,038.19	15,038.19	01-6052 CONTRACT SERVICES	1005	1/25	01/10/2025	
Total 12312024IL:						15,038.19	15,038.19					
Total INSPECT LLC:						15,038.19	15,038.19					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
INTEGRITY PUMP SOLUTIONS INC												
2032	INTEGRITY PUMP SOLUTIONS INC	24M12-1130	19684	WEAR LINERS, O-RINGS, SEALING WASHER AND A BREATHER FOR BORGER REPAIR FL518, M. NADEAU, DEC '24	01/06/2025	1,543.00	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 24M12-1130:						1,543.00	.00					
Total INTEGRITY PUMP SOLUTIONS INC:						1,543.00	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	01032025-010		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 01/03/2025-01/09/2025	01/10/2025	-7,270.29	-7,270.29	01-4170 FRANCHISE FEES	0	1/25	01/10/2025	
230	J & M SANITATION, INC.	01032025-010		SANITATION RECEIPT TRANSFER, 01/03/2025-01/09/2025	01/10/2025	73,585.98	73,585.98	26-7000 SOLID WASTE SERVICE FEES	0	1/25	01/10/2025	
Total 01032025-01092025:						66,315.69	66,315.69					
230	J & M SANITATION, INC.	12272024-010		SANITATION RECEIPT TRANSFER, 12/27/2024-01/02/2025	01/03/2025	60,859.37	60,859.37	26-7000 SOLID WASTE SERVICE FEES	0	1/25	01/03/2025	
230	J & M SANITATION, INC.	12272024-010		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 12/27/2024-01/02/2025	01/03/2025	-6,012.91	-6,012.91	01-4170 FRANCHISE FEES	0	1/25	01/03/2025	
Total 12272024-01022025:						54,846.46	54,846.46					
230	J & M SANITATION, INC.	12312024JM		ACCT #560, 371 W SHORTLINE, DAILY BOX RENT, DECEMBER '24	12/31/2024	117.18	117.18	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
230	J & M SANITATION, INC.	12312024JM		ACCT #560, 6950 S TEN MILE RD, MONTHLY BOX RENT, DECEMBER '24	12/31/2024	2.83	2.83	21-6212 RENT - EQUIPMENT	0	1/25	01/10/2025	
230	J & M SANITATION, INC.	12312024JM		ACCT #560, SLUDGE REMOVAL FOR DECEMBER '24	12/31/2024	11,010.88	11,010.88	21-6153 M & R - SLUDGE DISPOSAL	0	1/25	01/10/2025	

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
230	J & M SANITATION, INC.	12312024JM		ACCT #560, 329 W MAIN VFW BUILDING, 3 YD DUMP/RETURN AND DAILY BOX RENT, DECEMBER '24	12/31/2024	225.14	225.14	01-6212 RENT - EQUIPMENT	0	1/25	01/10/2025	
Total 12312024JM:						11,356.03	11,356.03					
Total J & M SANITATION, INC.:						132,518.18	132,518.18					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	4844721		MONTHLY ACH PMT PROCESS - DEC '24 - P.I.	01/01/2025	10.63	.00	25-6505 BANK FEES	0	1/25		
1328	JACK HENRY & ASSOCIATES, INC.	4844721		MONTHLY ACH PMT PROCESS - DEC '24 - WATER	01/01/2025	27.67	.00	20-6505 BANK FEES	0	1/25		
1328	JACK HENRY & ASSOCIATES, INC.	4844721		MONTHLY ACH PMT PROCESS - DEC '24 - SEWER	01/01/2025	27.67	.00	21-6505 BANK FEES	0	1/25		
1328	JACK HENRY & ASSOCIATES, INC.	4844721		MONTHLY ACH PMT PROCESS - DEC '24 - ADMIN	01/01/2025	40.44	.00	01-6505 BANK FEES	0	1/25		
Total 4844721:						106.41	.00					
Total JACK HENRY & ASSOCIATES, INC.:						106.41	.00					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	2186		JANITORIAL SERVICES FOR JANUARY 25, CITY HALL-WATER	01/06/2025	189.28	.00	20-6025 JANITORIAL	0	1/25		
1976	JONATHAN STRICKLAND	2186		JANITORIAL SERVICES FOR JANUARY 25, CITY HALL-ADMIN	01/06/2025	276.64	.00	01-6025 JANITORIAL	0	1/25		
1976	JONATHAN STRICKLAND	2186		JANITORIAL SERVICES FOR JANUARY 25, CITY HALL-SEWER	01/06/2025	189.28	.00	21-6025 JANITORIAL	0	1/25		
1976	JONATHAN STRICKLAND	2186		JANITORIAL SERVICES FOR JANUARY 25, CITY HALL- P.I	01/06/2025	72.80	.00	25-6025 JANITORIAL	0	1/25		

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 2186:						728.00	.00					
1976	JONATHAN STRICKLAND	2187		JANITORIAL SERVICES FOR JANUARY 25, SENIOR CENTER	01/06/2025	446.00	.00	01-6025 JANITORIAL	1001	1/25		
Total 2187:						446.00	.00					
1976	JONATHAN STRICKLAND	2188		JANITORIAL SERVICES FOR JANUARY 25, TREATMENT PLANT- SEWER	01/06/2025	193.20	.00	21-6025 JANITORIAL	0	1/25		
1976	JONATHAN STRICKLAND	2188		JANITORIAL SERVICES FOR JANUARY 25, TREATMENT PLANT- WATER	01/06/2025	193.20	.00	20-6025 JANITORIAL	0	1/25		
1976	JONATHAN STRICKLAND	2188		JANITORIAL SERVICES FOR JANUARY 25, TREATMENT PLANT- P.I	01/06/2025	73.60	.00	25-6025 JANITORIAL	0	1/25		
Total 2188:						460.00	.00					
1976	JONATHAN STRICKLAND	2189		JANITORIAL SERVICES FOR JANUARY 25, PARKS SHOP	01/06/2025	180.00	.00	01-6025 JANITORIAL	1004	1/25		
Total 2189:						180.00	.00					
Total JONATHAN STRICKLAND:						1,814.00	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	RN31842A		DMV FEES FOR DEAL #54495, RN31842, FORD F-150, J. DURHAM, DEC '24 - SEWER	11/18/2024	21.00	21.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25	01/03/2025	
Total RN31842A:						21.00	21.00					
1616	KENDALL FORD OF MERIDIAN LLC	RN31855A		DMV FEES FOR DEAL #52495, RN31855 FORD F-150, J. DURHAM, DEC '24 - WATER	11/18/2024	10.50	10.50	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25	01/03/2025	

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
1616	KENDALL FORD OF MERIDIAN LLC	RN31855A		DMV FEES FOR DEAL #52495, RN31855 FORD F-150, J. DURHAM, DEC '24 - P.I.	11/18/2024	10.50	10.50	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25	01/03/2025	
Total RN31855A:						21.00	21.00					
1616	KENDALL FORD OF MERIDIAN LLC	RN31860A		DMV FEES FOR DEAL #54500, RN31860, FORD RANGER, J. DURHAM, DEC '24 - BUILDING INSPECTOR	10/15/2024	21.00	21.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	1/25	01/03/2025	
Total RN31860A:						21.00	21.00					
1616	KENDALL FORD OF MERIDIAN LLC	RN32541A		DMV FEES FOR DEAL #52676, RN32541, FORD RANGER, J. DURHAM, DEC '24 - P.I.	12/21/2024	10.50	10.50	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25	01/03/2025	
1616	KENDALL FORD OF MERIDIAN LLC	RN32541A		DMV FEES FOR DEAL #52676, RN32541, FORD RANGER, J. DURHAM, DEC '24 - WATER	12/21/2024	10.50	10.50	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25	01/03/2025	
Total RN32541A:						21.00	21.00					
Total KENDALL FORD OF MERIDIAN LLC:						84.00	84.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	132025		FIBER OPTIC LEASE FOR OCTOBER '24 - SEWER	01/03/2025	78.00	78.00	21-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
199	KUNA JT. SCHOOL DISTRICT NO. 3	132025		FIBER OPTIC LEASE FOR NOVEMBER '24 - ADMIN	01/03/2025	114.00	114.00	01-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
199	KUNA JT. SCHOOL DISTRICT NO. 3	132025		FIBER OPTIC LEASE FOR OCTOBER '24 - P.I.	01/03/2025	30.00	30.00	25-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
199	KUNA JT. SCHOOL DISTRICT NO. 3	132025		FIBER OPTIC LEASE FOR NOVEMBER '24 - P.I.	01/03/2025	30.00	30.00	25-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	

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
199	KUNA JT. SCHOOL DISTRICT NO. 3	132025		FIBER OPTIC LEASE FOR NOVEMBER '24 - WATER	01/03/2025	78.00	78.00	20-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
199	KUNA JT. SCHOOL DISTRICT NO. 3	132025		FIBER OPTIC LEASE FOR NOVEMBER '24 - SEWER	01/03/2025	78.00	78.00	21-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
199	KUNA JT. SCHOOL DISTRICT NO. 3	132025		FIBER OPTIC LEASE FOR OCTOBER '24 - ADMIN	01/03/2025	114.00	114.00	01-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
199	KUNA JT. SCHOOL DISTRICT NO. 3	132025		FIBER OPTIC LEASE FOR OCTOBER '24 - WATER	01/03/2025	78.00	78.00	20-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
Total 132025:						600.00	600.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						600.00	600.00					
KUNA LUMBER												
499	KUNA LUMBER	A146892	19714	GARDEN HOSE, M. DAVILA, DEC '24	12/18/2024	20.69	20.69	20-6150 M & R - SYSTEM	0	1/25	01/10/2025	
Total A146892:						20.69	20.69					
499	KUNA LUMBER	A146993		CREDIT FOR RETURN OF CAULK PREVIOUSLY PURCHASED ON PO 19768 FOR VFW, C. PORCHERON, DEC '24	12/30/2024	-29.98	-29.98	40-6020 CAPITAL IMPROVEMENTS	0	1/25	01/03/2025	
Total A146993:						-29.98	-29.98					
499	KUNA LUMBER	A146995	19784	ELECTRICAL BOX AND LAMPHOLDER COVER FOR SEWER LAGOON, J. LORENTZ, DEC '24	12/30/2024	19.42	19.42	21-6150 M & R - SYSTEM	0	1/25	01/03/2025	
Total A146995:						19.42	19.42					
499	KUNA LUMBER	A146999	19787	2 PRESSURE TREATED 2 X 4'S FOR SEWER LAGOON BARN, J.								

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
				LORENTZ, DEC '24	12/30/2024	32.38	32.38	21-6150 M & R - SYSTEM	0	1/25	01/03/2025	
Total A146999:						32.38	32.38					
499	KUNA LUMBER	A147013	19813	PAINT AND CONSTRUCTION SUPPLIES FOR THE VFW REMODEL, J. ADAMS, JAN '25	01/03/2025	718.73	.00	40-6020 CAPITAL IMPROVEMENTS	0	1/25		
Total A147013:						718.73	.00					
499	KUNA LUMBER	A147042	19814	LUMBER TO REPAIR PICNIC TABLES, J. PEREZ, JAN '25	01/03/2025	31.48	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total A147042:						31.48	.00					
499	KUNA LUMBER	A147046	19815	HARDWARE FOR SHOP, S. CAHILL, JAN '25	01/03/2025	60.18	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total A147046:						60.18	.00					
499	KUNA LUMBER	A147073	19824	DOOR SWEEP FOR B. WITHROW'S OFFICE, J. ADAMS, JAN '25	01/06/2025	10.34	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/25		
Total A147073:						10.34	.00					
499	KUNA LUMBER	A147074	19825	HARDWARE FOR SHOP, S. CAHILL, JAN '25	01/06/2025	27.89	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total A147074:						27.89	.00					
499	KUNA LUMBER	A147148	19857	PARTS FOR THE BELT PRESS AT PLANT, W. HANCOCK, JAN '25	01/09/2025	3.38	.00	21-6150 M & R - SYSTEM	0	1/25		

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 A147148:						3.38	.00					
499	KUNA LUMBER	B63268	19768	TEXTURE AND CAULK FOR VFW, J. ADAMS DEC '24	12/27/2024	32.94	32.94	40-6020 CAPITAL IMPROVEMENTS	0	1/25	01/03/2025	
Total B63268:						32.94	32.94					
499	KUNA LUMBER	B63269	19770	PAINT, C REGLI, DEC '24	12/27/2024	27.50	27.50	01-6150 M & R - SYSTEM	1004	1/25	01/03/2025	
Total B63269:						27.50	27.50					
499	KUNA LUMBER	B63318	19786	LUMBER, BOLTS, PAINT & STAIN ITEMS FOR PICNIC TABLES, R. WARWICK, DEC '24	12/30/2024	238.91	238.91	01-6150 M & R - SYSTEM	1004	1/25	01/03/2025	
Total B63318:						238.91	238.91					
499	KUNA LUMBER	B63330	19794	HOSE SHUTOFF AND NOZZELS FOR SEWER DEPT, S. HARMON, DEC '24	12/31/2024	12.91	12.91	21-6175 SMALL TOOLS	0	1/25	01/03/2025	
Total B63330:						12.91	12.91					
499	KUNA LUMBER	B63335	19795	HOSE ADAPTERS FOR PLANT, U. RAMIREZ, DEC '24	12/31/2024	10.78	10.78	21-6150 M & R - SYSTEM	0	1/25	01/03/2025	
Total B63335:						10.78	10.78					
499	KUNA LUMBER	B63338	19798	CHAIN AND PROPANE FOR THE GEM DROP, A. BILLINGS, DEC '24	12/31/2024	128.72	128.72	01-6135 PUBLIC ENTERTAINMENT	1004	1/25	01/03/2025	
499	KUNA LUMBER	B63338	19798	TAPE GUN FOR GEM DROP, A. BILLINGS, DEC '24	12/31/2024	15.56	15.56	01-6165 OFFICE SUPPLIES	1004	1/25	01/03/2025	

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 B63338:						144.28	144.28					
499	KUNA LUMBER	B63357	19807	CLEANING SUPPLIES FOR META FACILITY, J. BOSTON, JAN '25 - WATER	01/02/2025	7.49	.00	27-6025 JANITORIAL	0	1/25		
499	KUNA LUMBER	B63357	19807	CLEANING SUPPLIES FOR META FACILITY, J. BOSTON, JAN '25 - SEWER	01/02/2025	7.48	.00	28-6025 JANITORIAL	0	1/25		
Total B63357:						14.97	.00					
499	KUNA LUMBER	B63398	19817	FAN AND PLASTIC CAPS FOR PLANT, U. RAMIREZ, JAN '25	01/03/2025	59.19	.00	21-6150 M & R - SYSTEM	0	1/25		
Total B63398:						59.19	.00					
499	KUNA LUMBER	B63419	19827	TRIM PAINT AND MASKING TAPE FOR VFW, J. ADAMS, JAN '25	01/06/2025	178.14	.00	40-6020 CAPITAL IMPROVEMENTS	0	1/25		
Total B63419:						178.14	.00					
499	KUNA LUMBER	B63433	19829	8 EACH 2 X 10'S FOR REPAIRING PICNIC TABLES, J. PEREZ, JAN '25	01/07/2025	74.45	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total B63433:						74.45	.00					
499	KUNA LUMBER	B63439	19836	HARDWARE FOR SHOP INVENTORY, C. REGLI, JAN '25	01/07/2025	38.69	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total B63439:						38.69	.00					
499	KUNA LUMBER	B63455	19838	PAINT SUPPLIES AND CAULKING FOR THE VFW, C. PORCHERON, JAN '25	01/07/2025	99.35	.00	40-6020 CAPITAL IMPROVEMENTS	0	1/25		

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 B63455:						99.35	.00					
499	KUNA LUMBER	B63481	19846	PADLOCKS FOR META, J. BOSTON, JAN '25	01/08/2025	249.84	.00	28-6150 M & R - SYSTEM	0	1/25		
Total B63481:						249.84	.00					
499	KUNA LUMBER	B63504	19853	BOLTS FOR PICNIC TABLES, J. PEREZ, JAN '25	01/09/2025	3.78	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total B63504:						3.78	.00					
499	KUNA LUMBER	C4854		CREDIT FOR RETURN OF SUPPLIES ORIGINALLY ON PO #19671, J. ADAMS, DEC '24	12/23/2024	-765.89	.00	40-6020 CAPITAL IMPROVEMENTS	0	1/25		
Total C4854:						-765.89	.00					
Total KUNA LUMBER:						1,314.35	509.83					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	3348	19808	PIECE OF STEEL FOR VICE MOUNT ON SERVICE TRUCK, C. REGLI, JAN '25	01/02/2025	25.30	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	1/25		
Total 3348:						25.30	.00					
1775	KUNA MACHINE LLC	3354	19819	STEEL FOR THE VICE AT THE SHOP, S. CAHILL, JAN '25	01/06/2025	25.30	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/25		
Total 3354:						25.30	.00					
Total KUNA MACHINE LLC:						50.60	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												

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
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	12312024KRF		KRFD IMPACT FEES, DECEMBER 2024	12/31/2024	121,856.00	121,856.00	30-2082 KRFD IMPACT FEE	0	1/25	01/10/2025	
Total 12312024KRFDI:						121,856.00	121,856.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						121,856.00	121,856.00					
MAV EVENT SERVICES LLC												
2086	MAV EVENT SERVICES LLC	7553		SECURITY FOR NEW YEARS EVE GEM DROP, DEC '24	01/06/2025	1,956.00	1,956.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25	01/10/2025	
Total 7553:						1,956.00	1,956.00					
Total MAV EVENT SERVICES LLC:						1,956.00	1,956.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	01092025M3ID		M3 ID FALCON CREST LLC, CASH BOND RELEASE (RECEIVED 10/11/24) FOR FALCON CREST 7 STREETLIGHTS, JAN '25	01/09/2025	82,526.25	82,526.25	30-2080 DEVELOPER DEPOSITS	0	1/25	01/10/2025	
Total 01092025M3ID:						82,526.25	82,526.25					
Total MISCELLANEOUS #2:						82,526.25	82,526.25					
NORCO, INC.												
222	NORCO, INC.	0042483606		PORTABLE WELDER FOR PARKS SHOP, DEC. 24- P.I	12/31/2024	923.96	923.96	25-6166 CAPITAL EQUIPMENT PURCHASES	0	1/25	01/10/2025	
222	NORCO, INC.	0042483606		PORTABLE WELDER FOR PARKS SHOP, DEC. 24- ADMIN	12/31/2024	5,774.70	5,774.70	40-6166 CAPITAL EQUIPMENT PURCHASES	0	1/25	01/10/2025	
222	NORCO, INC.	0042483606		PORTABLE WELDER FOR PARKS SHOP, DEC. 24- WATER	12/31/2024	2,425.37	2,425.37	20-6166 CAPITAL EQUIPMENT PURCHASES	0	1/25	01/10/2025	
222	NORCO, INC.	0042483606		PORTABLE WELDER FOR PARKS SHOP, DEC. 24- SEWER	12/31/2024	2,425.37	2,425.37	21-6166 CAPITAL EQUIPMENT PURCHASES	0	1/25	01/10/2025	

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 0042483606:						11,549.40	11,549.40					
Total NORCO, INC.:						11,549.40	11,549.40					
PACIFIC STEEL												
584	PACIFIC STEEL	8912976	19828	ON HAND STEEL SHOP MATERIAL, C. REGLI, JAN '25	01/06/2025	479.47	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 8912976:						479.47	.00					
584	PACIFIC STEEL	8913700	19828	3/8 X 4 INCH STEEL WIDE FLAT BAR FOR SHOP, C. REGLI, JAN '25	01/07/2025	82.78	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 8913700:						82.78	.00					
Total PACIFIC STEEL:						562.25	.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	43505		HVAC MAINTENANCE AT WWTP, DEC. 24	12/31/2024	196.00	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 43505:						196.00	.00					
Total PAIGE MECHANICAL GROUP, INC.:						196.00	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	5739423		ALARM MONITORING, (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, AND SEGO PRAIRIE WELLS). 01/01-01/31/25- P.I	01/01/2025	55.35	.00	25-6150 M & R - SYSTEM (PI)	0	1/25		
1021	PEAK ALARM COMPANY, INC	5739423		ALARM MONITORING, (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, AND SEGO PRAIRIE WELLS). 01/01-01/31/25- WATER	01/01/2025	221.41	.00	20-6150 M & R - SYSTEM	0	1/25		

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 5739423:						276.76	.00					
Total PEAK ALARM COMPANY, INC:						276.76	.00					
POLLARDWATER												
1045	POLLARDWATER	WW062725		3 FACE SHIELDS FOR KUNA EAST META, J. WEBB, DEC '24	12/19/2024	78.78	78.78	27-6230 SAFETY TRAINING & EQUIPMENT	0	1/25	01/10/2025	
Total WW062725:						78.78	78.78					
Total POLLARDWATER:						78.78	78.78					
REXEL USA, INC.												
1613	REXEL USA, INC.	8Z58738	19835	LIGHTS FOR THE OUTSIDE OF THE PLANT, S.HOWELL, JAN'25-P.I	01/10/2025	30.65	.00	25-6140 MAINT. & REPAIR BUILDING	0	1/25		
1613	REXEL USA, INC.	8Z58738	19835	LIGHTS FOR THE OUTSIDE OF THE PLANT, S.HOWELL, JAN'25-SEWER	01/10/2025	80.48	.00	21-6140 MAINT. & REPAIR BUILDING	0	1/25		
1613	REXEL USA, INC.	8Z58738	19835	LIGHTS FOR THE OUTSIDE OF THE PLANT, S.HOWELL, JAN'25-WATER	01/10/2025	80.48	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/25		
Total 8Z58738:						191.61	.00					
Total REXEL USA, INC.:						191.61	.00					
REYNOLDS GROUP LLC												
2328	REYNOLDS GROUP LLC	12312024RG		REMAINING BALANCE FOR DJ AT NEW YEARS EVE GEM DROP 12/31/24, DEC '24	12/31/2024	1,400.00	1,400.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25	01/03/2025	
Total 12312024RG:						1,400.00	1,400.00					
Total REYNOLDS GROUP LLC:						1,400.00	1,400.00					

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
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5070699203		COPIER CHARGES, MODEL #IMC2000, SERIAL #C86262110, 12/01-12/31/24- PARKS OFFICE	01/01/2025	16.54	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/25		
Total 5070699203:						16.54	.00					
Total RICOH USA, INC. (MAINTENANCE):						16.54	.00					
SAFEBUILT LLC												
2173	SAFEBUILT LLC	1129393		META COMMERICAL INSPECTIONS, 12/02-12/27/24	12/31/2024	5,866.25	.00	01-6052 CONTRACT SERVICES	1005	1/25		
2173	SAFEBUILT LLC	1129393		RESIDENTIAL/COMMERICAL, BUILDING, MECHANICAL & ENERGY CODE INSPECTIONS, 12/02-12/31/24	12/31/2024	7,647.50	.00	01-6052 CONTRACT SERVICES	1005	1/25		
Total 1129393:						13,513.75	.00					
2173	SAFEBUILT LLC	1238474		NEW COMMERICAL PERMIT #43434, GROCERY OUTLET, DEC. 24	12/31/2024	100.00	.00	01-6052 CONTRACT SERVICES	1005	1/25		
Total 1238474:						100.00	.00					
Total SAFEBUILT LLC:						13,613.75	.00					
SAGE SUPPLY INC												
1854	SAGE SUPPLY INC	25-46738	19867	MAGNESIUM CHLORIDE, J. PEREZ, JAN. 24	01/14/2025	1,610.00	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 25-46738:						1,610.00	.00					
Total SAGE SUPPLY INC:						1,610.00	.00					
SEID CRANE SERVICE, INC												
1766	SEID CRANE SERVICE, INC	21177		MOBILE CRANE FOR NEW YEARS 2025 GEM DROP, JAN. 25	01/06/2025	900.00	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		

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 21177:						900.00	.00					
Total SEID CRANE SERVICE, INC:						900.00	.00					
SOUTHWEST OFFICE SUPPLY INC												
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	ENVELOPE MOISTENERS FOR CITY HALL, J. MILLER, DEC '24-SEWER	12/30/2024	3.33	.00	21-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	ENVELOPE MOISTENERS FOR CITY HALL, J. MILLER, DEC '24-WATER	12/30/2024	3.33	.00	20-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	PAPER, FILE FOLDERS, AND MARKERS FOR CLERKS OFFICE, J. MILLER, DEC. 24- P.I	12/30/2024	3.08	.00	25-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	PAPER, FILE FOLDERS, AND MARKERS FOR CLERKS OFFICE, J. MILLER, DEC. 24-WATER	12/30/2024	6.16	.00	20-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	PAPER, FILE FOLDERS, AND MARKERS FOR CLERKS OFFICE, J. MILLER, DEC. 24-SEEWR	12/30/2024	6.16	.00	21-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	ENVELOPE MOISTENERS FOR CITY HALL, J. MILLER, DEC '24-ADMIN	12/30/2024	4.87	.00	01-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	ENVELOPE MOISTENERS FOR CITY HALL, J. MILLER, DEC '24-P.I	12/30/2024	1.28	.00	25-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	PAPER FOR PARKS, J. MILLER, DEC '24	12/30/2024	52.99	.00	01-6165 OFFICE SUPPLIES	1004	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188093-1	19771	PAPER, FILE FOLDERS, AND MARKERS FOR CLERKS OFFICE, J. MILLER, DEC. 24-ADMIN	12/30/2024	138.63	.00	01-6165 OFFICE SUPPLIES	0	1/25		

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 WO-188093-1:						219.83	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	HANGING FOLDERS FOR CLERKS, J. MILLER, JAN. 25- ADMIN	01/06/2025	35.39	.00	01-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	W2 TAX FORMS AND ENVELOPES FOR H.R. J. MILLER, JAN '25- P.I	01/06/2025	11.19	.00	25-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	COPY PAPER FOR CITY HALL, J. MILLER, JAN. 25- WATER	01/06/2025	13.78	.00	20-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	HANGING FOLDERS FOR CLERKS, J. MILLER, JAN. 25- P.I	01/06/2025	.79	.00	25-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	W2 TAX FORMS AND ENVELOPES FOR H.R. J. MILLER, JAN '25- ADMIN	01/06/2025	31.09	.00	01-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	COPY PAPER FOR CITY HALL, J. MILLER, JAN. 25- ADMIN	01/06/2025	20.14	.00	01-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	W2 TAX FORMS AND ENVELOPES FOR H.R. J. MILLER, JAN '25- SEWER	01/06/2025	41.03	.00	21-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	HANGING FOLDERS FOR CLERKS, J. MILLER, JAN. 25- WATER	01/06/2025	1.57	.00	20-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	COPY PAPER FOR CITY HALL, J. MILLER, JAN. 25- SEWER	01/06/2025	13.78	.00	21-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	COPY PAPER FOR CITY HALL, J. MILLER, JAN. 25- P.I	01/06/2025	5.29	.00	25-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	W2 TAX FORMS AND ENVELOPES FOR H.R. J. MILLER, JAN '25- WATER	01/06/2025	41.03	.00	20-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-1	19811	HANGING FOLDERS FOR CLERKS, J. MILLER, JAN. 25- SEWER	01/06/2025	1.57	.00	21-6165 OFFICE SUPPLIES	0	1/25		

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 WO-188481-1:						216.65	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-2	19811	PAPER TOWELS FOR CITY HALL RESTROOM, J. MILLER, JAN. 25- P.I	01/06/2025	14.00	.00	25-6025 JANITORIAL	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-2	19811	PAPER TOWELS FOR CITY HALL RESTROOM, J. MILLER, JAN. 25- ADMIN	01/06/2025	53.21	.00	01-6025 JANITORIAL	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-2	19811	PAPER TOWELS FOR CITY HALL RESTROOM, J. MILLER, JAN. 25- SEWER	01/06/2025	36.41	.00	21-6025 JANITORIAL	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-188481-2	19811	PAPER TOWELS FOR CITY HALL RESTROOM, J. MILLER, JAN. 25- WATER	01/06/2025	36.41	.00	20-6025 JANITORIAL	0	1/25		
Total WO-188481-2:						140.03	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-189180-1	19863	PACKING TAPE & AAA BATTERIES FOR CITY HALL, J. MILLER, JAN '25- P.I	01/13/2025	7.23	.00	25-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-189180-1	19863	PACKING TAPE & AAA BATTERIES FOR CITY HALL, J. MILLER, JAN '25- SEWER	01/13/2025	18.79	.00	21-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-189180-1	19863	PACKING TAPE & AAA BATTERIES FOR CITY HALL, J. MILLER, JAN '25- WATER	01/13/2025	18.79	.00	20-6165 OFFICE SUPPLIES	0	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-189180-1	19863	COIN WRAPPERS FOR PARKS, J. MILLER, JAN '25	01/13/2025	87.37	.00	01-6165 OFFICE SUPPLIES	1004	1/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-189180-1	19863	PACKING TAPE & AAA BATTERIES FOR CITY HALL, J. MILLER, JAN '25- ADMIN	01/13/2025	27.47	.00	01-6165 OFFICE SUPPLIES	0	1/25		
Total WO-189180-1:						159.65	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						736.16	.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
SPECIALTY CONSTRUCTION SUPPLY												
780	SPECIALTY CONSTRUCTION SUPPLY	0249699-IN	19775	"KEEP OUT" SIGNS FOR SADIE CREEK PARK, C. REGLI, DEC '24	12/27/2024	111.00	111.00	01-6188 SIGNAGE	1004	1/25	01/03/2025	
Total 0249699-IN:						111.00	111.00					
780	SPECIALTY CONSTRUCTION SUPPLY	0249735-IN	19797	NO UNAUTHORIZED PARKING SIGNS FOR CITY PARKS, C. REGLIN DEC. 24	12/31/2024	370.00	370.00	01-6188 SIGNAGE	1004	1/25	01/10/2025	
Total 0249735-IN:						370.00	370.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						481.00	481.00					
SPECIALTY PLASTICS & FABRICATI, INC.												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	96026	19844	PARTS FOR HYPO SKID, M, NADEAU, JAN. 25	01/14/2025	314.37	.00	21-6150 M & R - SYSTEM	0	1/25		
Total 96026:						314.37	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						314.37	.00					
SUNROC CORPORATION												
1826	SUNROC CORPORATION	41379148		SAND TO FILL IN HOLES AT THE PARKS SHOP PARKING LOT, B. VILLANUEVA, JAN. 24	01/08/2025	198.24	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/25		
Total 41379148:						198.24	.00					
1826	SUNROC CORPORATION	41379149	19843	3/4 ROAD MIX FOR PARKS SHOP, B. VILLANUEVA, JAN. 24	01/08/2025	276.13	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/25		
Total 41379149:						276.13	.00					
1826	SUNROC CORPORATION	41379302		3/4 ROAD MIX FOR PARKS SHOP, B. VILLANUEVA, JAN 25	01/09/2025	181.94	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/25		

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 41379302:						181.94	.00					
Total SUNROC CORPORATION:						656.31	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	760794-000	19832	SANDER FOR THE CITY PARKS BATHROOMS FLOOR, B.REED, JAN.'25	01/09/2025	103.80	.00	01-6212 RENT - EQUIPMENT	1004	1/25		
Total 760794-000:						103.80	.00					
Total TATES RENTS, INC.:						103.80	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	248287027	19733	500 BUSINESS CARDS FOR ARIELLE GOODWIN; J. MILLER, DEC '24	12/27/2024	34.71	34.71	01-6165 OFFICE SUPPLIES	1004	1/25	01/10/2025	
Total 248287027:						34.71	34.71					
Total TAYLOR CORPORATION:						34.71	34.71					
THE SHERWIN-WILLIAMS COMPANY												
554	THE SHERWIN-WILLIAMS COMPANY	0103-9	19854	PAINT AND PAINT MATERIALS FOR PARKS RESTROOMS, D. ABBOTT, JAN. 25	01/09/2025	461.59	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 0103-9:						461.59	.00					
Total THE SHERWIN-WILLIAMS COMPANY:						461.59	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:10845669	19858	COFFEE, SUGAR AND CREAMER FOR THE PLANT, C.PATON, JAN.'25- P.I	01/09/2025	27.62	.00	25-6165 OFFICE SUPPLIES	0	1/25		
992	TREASURE VALLEY COFFEE	2160:10845669	19858	COFFEE, SUGAR AND CREAMER FOR THE PLANT, C.PATON, JAN.'25- WATER	01/09/2025	72.49	.00	20-6165 OFFICE SUPPLIES	0	1/25		

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
992	TREASURE VALLEY COFFEE	2160:10845669	19858	COFFEE, SUGAR AND CREAMER FOR THE PLANT, C.PATON, JAN.'25- SEWER	01/09/2025	72.49	.00	21-6165 OFFICE SUPPLIES	0	1/25		
Total 2160:10845669:						172.60	.00					
992	TREASURE VALLEY COFFEE	2160:10845752		BEAN TO CUP RENTAL, 4 WEEKS, PARKS SHOP/OFFICE, JAN. 25	01/08/2025	150.00	.00	01-6212 RENT - EQUIPMENT	1004	1/25		
Total 2160:10845752:						150.00	.00					
Total TREASURE VALLEY COFFEE:						322.60	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	004473500000	19737	BRIGHTLOTS, STREET LIGHT POLE CAPS, S. HOWELL, DEC '24	12/19/2024	158.00	.00	01-6150 M & R - SYSTEM	1002	1/25		
Total 00447350000002744127:						158.00	.00					
1444	U.S. BANK (VISA)	019743341663	19562	IDAHO PIZZA, PIZZA FOR EMPLOYEE THANKSGIVING, A. BILLINGS, NOV 24- SEWER	11/27/2024	106.63	.00	21-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1444	U.S. BANK (VISA)	019743341663	19562	IDAHO PIZZA, PIZZA FOR EMPLOYEE THANKSGIVING, A. BILLINGS, NOV 24- ADMIN	11/27/2024	80.78	.00	01-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1444	U.S. BANK (VISA)	019743341663	19562	IDAHO PIZZA, PIZZA FOR EMPLOYEE THANKSGIVING, A. BILLINGS, NOV 24- WATER	11/27/2024	106.63	.00	20-5950 TEAM BUILDING, ONBOARDING	0	1/25		
1444	U.S. BANK (VISA)	019743341663	19562	IDAHO PIZZA, PIZZA FOR EMPLOYEE THANKSGIVING, A. BILLINGS, NOV 24- P.I	11/27/2024	29.09	.00	25-5950 TEAM BUILDING, ONBOARDING	0	1/25		
Total 01974334166327843580:						323.13	.00					
1444	U.S. BANK (VISA)	019743541861	19723	ASSOCIATION OF STATE FLOOD PLAIN MANAGERS, BI-ANNUAL MEMBERSHIP,								

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
				S.FEIST, DEC.'24-SEWER	12/18/2024	75.60	.00	21-6075 DUES & MEMBERSHIPS	0	1/25		
1444	U.S. BANK (VISA)	019743541861	19723	ASSOCIATION OF STATE FLOOD PLAIN MANAGERS, BI-ANNUAL MEMBERSHIP, S.FEIST, DEC.'24- WATER	12/18/2024	75.60	.00	20-6075 DUES & MEMBERSHIPS	0	1/25		
1444	U.S. BANK (VISA)	019743541861	19723	ASSOCIATION OF STATE FLOOD PLAIN MANAGERS, BI-ANNUAL MEMBERSHIP, S.FEIST, DEC.'24-P.I	12/18/2024	28.80	.00	25-6075 DUES & MEMBERSHIPS	0	1/25		
Total 01974354186101038269:						180.00	.00					
1444	U.S. BANK (VISA)	019743541861	19723	ASSOCIATION OF STATE FLOOD PLAIN MANAGERS, APPLICATION PACKET AND EXAM, S.FEIST, DEC.'24-SEWER	12/18/2024	77.70	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
1444	U.S. BANK (VISA)	019743541861	19723	ASSOCIATION OF STATE FLOOD PLAIN MANAGERS, APPLICATION PACKET AND EXAM, S.FEIST, DEC.'24-P.I	12/18/2024	29.60	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
1444	U.S. BANK (VISA)	019743541861	19723	ASSOCIATION OF STATE FLOOD PLAIN MANAGERS, APPLICATION PACKET AND EXAM, S.FEIST, DEC.'24-WATER	12/18/2024	77.70	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
Total 01974354186101038293:						185.00	.00					
1444	U.S. BANK (VISA)	078543480311		JALOPY JUNGLE, RADIO FOR PARKS NEW DUMP TRUCK, M WEBB. DEC. 24	12/13/2024	10.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	1/25		
Total 07854348031100464749:						10.00	.00					
1444	U.S. BANK (VISA)	113443360000	19566	AMAZON, NEW VACCUM CLEANER FOR CITY HALL, C. MANNING, NOV '24- WATER	12/01/2024	49.40	.00	20-6025 JANITORIAL	0	1/25		

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)	113443360000	19566	AMAZON, NEW VACCUM CLEANER FOR CITY HALL, C. MANNING, NOV '24- SEWER	12/01/2024	49.40	.00	21-6025 JANITORIAL	0	1/25		
1444	U.S. BANK (VISA)	113443360000	19566	AMAZON, NEW VACCUM CLEANER FOR CITY HALL, C. MANNING, NOV '24- ADMIN	12/01/2024	72.20	.00	01-6025 JANITORIAL	0	1/25		
1444	U.S. BANK (VISA)	113443360000	19566	AMAZON, NEW VACCUM CLEANER FOR CITY HALL, C. MANNING, NOV '24- P.I	12/01/2024	18.99	.00	25-6025 JANITORIAL	0	1/25		
Total 11344336000058965850:						189.99	.00					
1444	U.S. BANK (VISA)	113443460000	19609	AMAZON, 3 MONTH CALENDAR FOR B. JACKSON, A. PETERSON, DEC. 24- ADMIN	12/11/2024	5.90	.00	01-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	113443460000	19609	AMAZON, 3 MONTH CALENDAR FOR B. JACKSON, A. PETERSON, DEC. 24- SEWER	12/11/2024	7.78	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	113443460000	19609	AMAZON, 3 MONTH CALENDAR FOR B. JACKSON, A. PETERSON, DEC. 24- P.I	12/11/2024	2.12	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	113443460000	19609	AMAZON, 3 MONTH CALENDAR FOR B. JACKSON, A. PETERSON, DEC. 24- WATER	12/11/2024	7.78	.00	20-6165 OFFICE SUPPLIES	0	1/25		
Total 1134434600007312137:						23.58	.00					
1444	U.S. BANK (VISA)	113443500000		QR.IO, QR CODE GENERATOR SINGLE DAY USE, WHEN COLLABORATING WITH PARKS EVENT, DEC. 24	12/14/2024	35.00	.00	01-6165 OFFICE SUPPLIES	4000	1/25		
Total 11344350000031203198:						35.00	.00					
1444	U.S. BANK (VISA)	230443333969	19487	SIGNS ETC, REPLACEMENT SIGNS FOR VETERANS BREAKFAST, A. BILLINGS, NOV '24	11/26/2024	295.86	.00	01-6150 M & R - SYSTEM	1004	1/25		

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 23044333396900011261:						295.86	.00					
1444	U.S. BANK (VISA)	263843320043	19540	WALMART, CANDY AND SUPPLIES FOR HOLIDAY PARADE, M. WEBB, NOV. 24	11/26/2024	611.56	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 26384332004393344541:						611.56	.00					
1444	U.S. BANK (VISA)	263843380045	19571	WALMART, CANDY AND DRINKS FOR CHRISTMAS PARADE, A. GOODWIN, DEC. 24	12/02/2024	330.31	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 26384338004580002443:						330.31	.00					
1444	U.S. BANK (VISA)	263843380045	19574	WALMART, CHRISTMAS DECORATIONS FOR CITY HALL GIVING TREE, Z.MONTENEGRO, DEC.'24	12/02/2024	237.95	.00	01-6135 PUBLIC ENTERTAINMENT	0	1/25		
Total 26384338004584997457:						237.95	.00					
1444	U.S. BANK (VISA)	316843551877	19735	ALBERTSONS, COOKIES FOR CANDY CANES WITH THE MAYOR, A. GOODWIN, DEC. 24	12/19/2024	32.93	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 31684355187735966515:						32.93	.00					
1444	U.S. BANK (VISA)	330943310290	19532	ITD, VEHICLE PLATES FOR SEWER TRUCKS, A. PETERSON, NOV. 24	11/26/2024	23.57	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
Total 33094331029011142292:						23.57	.00					
1444	U.S. BANK (VISA)	330943310290	19532	ITD, VEHICLE PLATES FOR WATER TRUCK, A. PETERSON, NOV. 24- P.I	11/26/2024	4.71	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		
1444	U.S. BANK (VISA)	330943310290	19532	ITD, VEHICLE PLATES FOR WATER TRUCK, A. PETERSON, NOV. 24-WATER	11/26/2024	18.86	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25		

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 33094331029011142730:						23.57	.00					
1444	U.S. BANK (VISA)	330943380301	19590	DOPL, WASTE WATER LABORATORY ANALYST LICENSE RENEWAL, M. NADEAU, DEC. 24	12/03/2024	30.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
1444	U.S. BANK (VISA)	330943380301	19590	DOPL, WASTE WATER COLLECTIONS OPERATOR LICENSE RENEWAL, M. NADEAU, DEC. 24	12/03/2024	30.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
1444	U.S. BANK (VISA)	330943380301	19590	DOPL, WASTE WATER TREATMENT OPERATOR LICENSE RENEWAL, M. NADEAU, DEC. 24	12/03/2024	30.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
Total 33094338030197014258:						90.00	.00					
1444	U.S. BANK (VISA)	330943470318	19665	IDAHO.GOV, A. WENGER RECIPROCITY APPLICATION FEE, DEC. 24- WATER	12/12/2024	23.10	.00	20-6075 DUES & MEMBERSHIPS	0	1/25		
1444	U.S. BANK (VISA)	330943470318	19665	IDAHO.GOV, A. WENGER RECIPROCITY APPLICATION FEE, DEC. 24- P.I	12/12/2024	8.80	.00	25-6075 DUES & MEMBERSHIPS	0	1/25		
1444	U.S. BANK (VISA)	330943470318	19665	IDAHO.GOV, A. WENGER RECIPROCITY APPLICATION FEE, DEC. 24- SEWER	12/12/2024	23.10	.00	21-6075 DUES & MEMBERSHIPS	0	1/25		
Total 33094347031859007845:						55.00	.00					
1444	U.S. BANK (VISA)	362943307146	19527	PSI SERVICES, COLLECTIONS 1 TEST FOR SHAWN HARMON, M. NADEAU, NOV '24	11/25/2024	106.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
Total 36294330714613111008:						106.00	.00					
1444	U.S. BANK (VISA)	430043561163		COSTCO, ANNUAL MEMBERSHIP DUES FOR CITY HALL, DEC. 24- ADMIN	12/20/2024	49.40	.00	01-6075 DUES & MEMBERSHIPS	0	1/25		

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)	430043561163		COSTCO, ANNUAL MEMBERSHIP DUES FOR CITY HALL, DEC. 24- SEWER	12/20/2024	33.80	.00	21-6075 DUES & MEMBERSHIPS	0	1/25		
1444	U.S. BANK (VISA)	430043561163		COSTCO, ANNUAL MEMBERSHIP DUES FOR CITY HALL, DEC. 24- P.I	12/20/2024	13.00	.00	25-6075 DUES & MEMBERSHIPS	0	1/25		
1444	U.S. BANK (VISA)	430043561163		COSTCO, ANNUAL MEMBERSHIP DUES FOR CITY HALL, DEC. 24- WATER	12/20/2024	33.80	.00	20-6075 DUES & MEMBERSHIPS	0	1/25		
Total 43004356116348023140:						130.00	.00					
1444	U.S. BANK (VISA)	430143310101	19531	HOME DEPOT, CABINETS FOR VFW BUILDING, C. PORCHERON, NOV '24	11/25/2024	518.00	.00	40-6020 CAPITAL IMPROVEMENTS	0	1/25		
Total 43014331010198015695:						518.00	.00					
1444	U.S. BANK (VISA)	430143420101	19608	HOME DEPOT, INSULATING SPRAY FOAM SEALANT AND CABINET GAP FILLER FOR VFW REMODEL, C. PORCHERON, DEC '24	12/06/2024	32.76	.00	40-6020 CAPITAL IMPROVEMENTS	0	1/25		
Total 43014342010194453335:						32.76	.00					
1444	U.S. BANK (VISA)	450043480010	19663	DOLLAR TREE, SUPPLIES FOR CHRISTMAS FLOAT, M. WEBB, DEC. 24	12/12/2024	32.50	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 45004348001080965530:						32.50	.00					
1444	U.S. BANK (VISA)	450043490011	19672	DOLLAR TREE, GARLAND FOR HOLIDAY PARADE, J. PEREZ, DEC. 24	12/13/2024	17.23	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 45004349001160236074:						17.23	.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)	450043604002	19761	WALMART, OUTLET PLUG FOR GEM DROP, A. GOODWIN, DEC. 24	12/24/2024	12.96	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 45004360400221835748:						12.96	.00					
1444	U.S. BANK (VISA)	552243551880	19749	GORDON ELECTRIC SUPPLY, PHOTO SENSOR FOR PLANT PARKING LOT, S.HOWELL, DEC.'24- P.I	12/20/2024	28.83	.00	25-6140 MAINT. & REPAIR BUILDING	0	1/25		
1444	U.S. BANK (VISA)	552243551880	19749	GORDON ELECTRIC SUPPLY, PHOTO SENSOR FOR PLANT PARKING LOT, S.HOWELL, DEC.'24- SEWER	12/20/2024	75.69	.00	21-6140 MAINT. & REPAIR BUILDING	0	1/25		
1444	U.S. BANK (VISA)	552243551880	19749	GORDON ELECTRIC SUPPLY, PHOTO SENSOR FOR PLANT PARKING LOT, S.HOWELL, DEC.'24- WATER	12/20/2024	75.69	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/25		
Total 55224355188030696364:						180.21	.00					
1444	U.S. BANK (VISA)	554243461334	19638	IEDC, RENEWAL DUES FOR M. TREASURE, DEC '24	12/10/2024	385.00	.00	01-6075 DUES & MEMBERSHIPS	4000	1/25		
Total 55424346133465423870:						385.00	.00					
1444	U.S. BANK (VISA)	693343511735	19677	INK TECHNOLOGIES, TONER FOR N. STAUFFER, J. EDINGER, DEC '24- P.I	12/13/2024	20.79	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	693343511735	19677	INK TECHNOLOGIES, TONER FOR N. STAUFFER, J. EDINGER, DEC '24- WATER	12/13/2024	76.23	.00	20-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	693343511735	19677	INK TECHNOLOGIES, TONER FOR N. STAUFFER, J. EDINGER, DEC '24- SEWER	12/13/2024	76.23	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	693343511735	19677	INK TECHNOLOGIES, TONER FOR N. STAUFFER, J. EDINGER, DEC '24- ADMIN	12/13/2024	57.75	.00	01-6165 OFFICE SUPPLIES	0	1/25		

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 69334351173516637331:						231.00	.00					
1444	U.S. BANK (VISA)	710543386271	19568	IRWA, WASTE WATER TREATMENT ONLINE CLASS FOR RON HENZE, DEC '24	12/03/2024	240.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
Total 71054338627140440557:						240.00	.00					
1444	U.S. BANK (VISA)	710543526271		IRWA, WASTE WATER COLLECTION REVIEW CLASS FOR R. WARWICK, DEC. 24	12/17/2024	120.00	.00	01-6265 TRAINING & SCHOOLING EXPENSE	1004	1/25		
Total 71054352627161750471:						120.00	.00					
1444	U.S. BANK (VISA)	710543526271	19687	IRWA, WASTEWATER COLLECTION CLASS FOR L. VEGA, D. CROSSLEY DEC. 24	12/17/2024	120.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/25		
Total 71054352627161750505:						120.00	.00					
1444	U.S. BANK (VISA)	710543526271		IRWA, WASTE WATER COLLECTION REVIEW CLASS FOR J. PEREZ, DEC. 24	12/17/2024	120.00	.00	01-6265 TRAINING & SCHOOLING EXPENSE	1004	1/25		
Total 71054352627161750513:						120.00	.00					
1444	U.S. BANK (VISA)	710543529391	19691	PRIMARY HEALTH, A. BILLINGS DOT PHYSICAL, DEC. 24	12/16/2024	85.00	.00	01-6265 TRAINING & SCHOOLING EXPENSE	1004	1/25		
Total 71054352939168214934:						85.00	.00					
1444	U.S. BANK (VISA)	921643301017	19520	AMAZON, BINDERS, CHRISTMAS PLATES & BUSINESS CARD HOLDER FOR A. WENGER, NOV '24- SEWER	11/25/2024	28.04	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643301017	19520	AMAZON, BINDERS, CHRISTMAS PLATES & BUSINESS CARD HOLDER FOR								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				A. WENGER, NOV '24- P.I	11/25/2024	10.69	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643301017	19520	AMAZON, BINDERS, CHRISTMAS PLATES & BUSINESS CARD HOLDER FOR A. WENGER, NOV '24-WATER	11/25/2024	28.04	.00	20-6165 OFFICE SUPPLIES	0	1/25		
Total 92164330101781223312:						66.77	.00					
1444	U.S. BANK (VISA)	921643321032	19544	LOWES, PARADE FLOAT SUPPLIES, M. WEBB, NOV. 24	11/26/2024	150.73	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 92164332103224547594:						150.73	.00					
1444	U.S. BANK (VISA)	921643321039	19553	AMAZON, S-HOOK PLIERS TO MAKE REPAIRS ON PLAYGROUND SWINGS, M. WEBB, NOV '24	11/27/2024	284.28	.00	01-6175 SMALL TOOLS	1004	1/25		
Total 92164332103995969175:						284.28	.00					
1444	U.S. BANK (VISA)	921643321040	19559	KUNA CHAMBER, FLOAT PAYMENT FOR HOLIDAY PARADE, A. GOODWIN, NOV. 24	11/27/2024	50.00	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 92164332104098251636:						50.00	.00					
1444	U.S. BANK (VISA)	921643361077	19558	AMAZON, PARTY FAVORS FOR GEM DROP, M. WEBB. NOV. 24	12/01/2024	325.63	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 92164336107720990782:						325.63	.00					
1444	U.S. BANK (VISA)	921643381089	19570	AMAZON, WATER COOLER FOR PARKS OFFICE, A. BILLINGS, DEC. 24	12/02/2024	128.98	.00	01-6165 OFFICE SUPPLIES	1004	1/25		
Total 92164338108948402137:						128.98	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	921643381095	19570	AMAZON, DISPOSABLE COFFEE CUPS FOR THE PARKS OFFICE, A. BILLINGS, DEC. 24	12/03/2024	69.25	.00	01-6165 OFFICE SUPPLIES	1004	1/25		
Total 92164338109573352209:						69.25	.00					
1444	U.S. BANK (VISA)	921643381096	19569	AMAZON, PAPER CUPS FOR THE PLANT, C.PATON, DEC.'24-SEWER	12/03/2024	32.55	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643381096	19569	AMAZON, PAPER CUPS FOR THE PLANT, C.PATON, DEC.'24-P.I	12/03/2024	12.40	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643381096	19569	AMAZON, PAPER CUPS FOR THE PLANT, C.PATON, DEC.'24-WATER	12/03/2024	32.55	.00	20-6165 OFFICE SUPPLIES	0	1/25		
Total 92164338109623330387:						77.50	.00					
1444	U.S. BANK (VISA)	921643401009	19530	AMAZON, BACKUP CAMERA FOR BUCKET TRUCK, J. LORENTZ, NOV. 24	12/04/2024	111.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	1/25		
1444	U.S. BANK (VISA)	921643401009	19530	AMAZON, DELAY SWITCH FOR SPLASH PAD, SOLAR LIGHTS AND MAGNETS FOR STORAGE CONTAINERS BEHIND PARKS SHOP, J. LORENTZ, NOV. 24	12/04/2024	72.77	.00	01-6150 M & R - SYSTEM	1004	1/25		
Total 92164340100975742226:						183.77	.00					
1444	U.S. BANK (VISA)	921643411024	19588	AMAZON, NOTEPADS & GALAXY SCREEN CASE FOR TABLET, D. CROSSLEY, DEC '24 -SEWER	12/06/2024	16.37	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643411024	19588	AMAZON, NOTEPADS & GALAXY SCREEN CASE FOR TABLET, D. CROSSLEY, DEC '24 - WATER	12/06/2024	16.37	.00	20-6165 OFFICE SUPPLIES	0	1/25		

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)	921643411024	19588	AMAZON, NOTEPADS & GALAXY SCREEN CASE FOR TABLET, D. CROSSLEY, DEC '24 - P.I	12/06/2024	6.24	.00	25-6165 OFFICE SUPPLIES	0	1/25		
Total 92164341102496156257:						38.98	.00					
1444	U.S. BANK (VISA)	921643421000	19597	AMAZON, LIGHT UP TREE FOR TREE LIGHTING, M. WEBB, DEC '24	12/06/2024	198.99	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		
Total 92164342100026989550:						198.99	.00					
1444	U.S. BANK (VISA)	921643421029	19609	AMAZON, MINTS FOR CITY HALL, A. PETERSON, DEC. 24- P.I	12/06/2024	1.61	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643421029	19609	AMAZON, MINTS FOR CITY HALL, A. PETERSON, DEC. 24- WATER	12/06/2024	5.94	.00	20-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643421029	19609	AMAZON, MINTS FOR CITY HALL, A. PETERSON, DEC. 24- SEWER	12/06/2024	5.94	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643421029	19609	AMAZON, MINTS FOR CITY HALL, A. PETERSON, DEC. 24- ADMIN	12/06/2024	4.50	.00	01-6165 OFFICE SUPPLIES	0	1/25		
Total 92164342102909051490:						17.99	.00					
1444	U.S. BANK (VISA)	921643431017	19609	AMAZON, LYSOL WIPES FOR CITY HALL, A. PETERSON, DEC. 24- P.I	12/08/2024	3.54	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643431017	19609	AMAZON, LYSOL WIPES FOR CITY HALL, A. PETERSON, DEC. 24- ADMIN	12/08/2024	9.85	.00	01-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643431017	19609	AMAZON, LYSOL WIPES FOR CITY HALL, A. PETERSON, DEC. 24- SEWER	12/08/2024	13.00	.00	21-6165 OFFICE SUPPLIES	0	1/25		

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)	921643431017	19609	AMAZON, LYSOL WIPES FOR CITY HALL, A. PETERSON, DEC. 24- WATER	12/08/2024	13.00	.00	20-6165 OFFICE SUPPLIES	0	1/25		
Total 92164343101791143703:						39.39	.00					
1444	U.S. BANK (VISA)	921643441024	19570	AMAZON, ERASABLE YEARLY WALL CALENDAR FOR B. WITHROW'S OFFICE, A BILLINGS, DEC. 24	12/09/2024	28.48	.00	01-6165 OFFICE SUPPLIES	1004	1/25		
Total 92164344102472338322:						28.48	.00					
1444	U.S. BANK (VISA)	921643461038		AMAZON, CREDIT/RETURN DUE TO DAMAGED WATER COOLER FOR PARKS OFFICE, DEC. 24	12/10/2024	-128.98	.00	01-6165 OFFICE SUPPLIES	1004	1/25		
Total 92164346103818416981:						-128.98	.00					
1444	U.S. BANK (VISA)	921643461046	19639	LOWES, DRIVE TOOL SET FOR FACILITIES TRUCK, J. LORENTZ, DEC. 24- P.I	12/11/2024	2.99	.00	25-6175 SMALL TOOLS	0	1/25		
1444	U.S. BANK (VISA)	921643461046	19639	LOWES, HEATER AND CAUTION TAPE FOR GREEN BELT BATHROOM STORAGE, J. LORENTZ, DEC. 24	12/11/2024	295.58	.00	01-6150 M & R - SYSTEM	1004	1/25		
1444	U.S. BANK (VISA)	921643461046	19639	LOWES, DRIVE TOOL SET FOR FACILITIES TRUCK, J. LORENTZ, DEC. 24- ADMIN	12/11/2024	14.99	.00	01-6175 SMALL TOOLS	1004	1/25		
1444	U.S. BANK (VISA)	921643461046	19639	LOWES, DRIVE TOOL SET FOR FACILITIES TRUCK, J. LORENTZ, DEC. 24- SEWER	12/11/2024	6.00	.00	21-6175 SMALL TOOLS	0	1/25		
1444	U.S. BANK (VISA)	921643461046	19639	LOWES, DRIVE TOOL SET FOR FACILITIES TRUCK, J. LORENTZ, DEC. 24- WATER	12/11/2024	6.00	.00	20-6175 SMALL TOOLS	0	1/25		
Total 92164346104665801346:						325.56	.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)	921643461047	19621	AMAZON, POST-IT NOTES AND PENS FOR P&Z, A.WELKER, DEC.'24	12/11/2024	40.14	.00	01-6165 OFFICE SUPPLIES	1003	1/25		
Total 92164346104739468403:						40.14	.00					
1444	U.S. BANK (VISA)	921643461048	19651	AMAZON, 50 COUNT HOT CHOCOLATE PACKETS FOR THE PLANT, C. PATON, DEC. 24-P.I	12/11/2024	4.40	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643461048	19651	AMAZON, 50 COUNT HOT CHOCOLATE PACKETS FOR THE PLANT, C. PATON, DEC. 24-SEWER	12/11/2024	11.53	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643461048	19651	AMAZON, 50 COUNT HOT CHOCOLATE PACKETS FOR THE PLANT, C. PATON, DEC. 24-WATER	12/11/2024	11.53	.00	20-6165 OFFICE SUPPLIES	0	1/25		
Total 92164346104804585834:						27.46	.00					
1444	U.S. BANK (VISA)	921643471055	19651	AMAZON, SUGAR FREE HOT CHOCOLATE FOR PLANT, C. PATON, DEC '24-P.I	12/12/2024	5.00	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643471055	19651	AMAZON, SUGAR FREE HOT CHOCOLATE FOR PLANT, C. PATON, DEC '24- WATER	12/12/2024	13.15	.00	20-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643471055	19651	AMAZON, SUGAR FREE HOT CHOCOLATE FOR PLANT, C. PATON, DEC '24- SEWER	12/12/2024	13.15	.00	21-6165 OFFICE SUPPLIES	0	1/25		
Total 92164347105571833371:						31.30	.00					
1444	U.S. BANK (VISA)	921643471056	19594	AMAZON, HEATERS FOR PARKS OFFICE, DEC. 24	12/12/2024	51.98	.00	01-6165 OFFICE SUPPLIES	1004	1/25		
1444	U.S. BANK (VISA)	921643471056	19594	AMAZON, LIGHTS FOR GEM DROP, , DEC '24	12/12/2024	194.67	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25		

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 92164347105691599704:						246.65	.00					
1444	U.S. BANK (VISA)	921643471057	19661	AMAZON, SHARPIE MARKERS FOR T. FLEMING, D. CROSSLEY, DEC. 24- SEWER	12/12/2024	9.50	.00	21-6165 OFFICE SUPPLIES	0	1/25		
Total 92164347105759544220:						9.50	.00					
1444	U.S. BANK (VISA)	921643471058	19651	AMAZON, 1,000 COUNT STIR STICKS FOR THE PLANT, C. PATON, DEC. 24- WATER	12/12/2024	7.09	.00	20-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643471058	19651	AMAZON, 1,000 COUNT STIR STICKS FOR THE PLANT, C. PATON, DEC. 24- SEWER	12/12/2024	7.09	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643471058	19651	AMAZON, 1,000 COUNT STIR STICKS FOR THE PLANT, C. PATON, DEC. 24- P.I	12/12/2024	2.71	.00	25-6165 OFFICE SUPPLIES	0	1/25		
Total 92164347105827634870:						16.89	.00					
1444	U.S. BANK (VISA)	921643491072	19661	AMAZON, STICKY NOTES & SHARPIES FOR T. FLEMING, D. CROSSLEY, DEC '24- SEWER	12/14/2024	28.61	.00	21-6165 OFFICE SUPPLIES	0	1/25		
Total 92164349107249824434:						28.61	.00					
1444	U.S. BANK (VISA)	921643501087	19678	AMAZON, HOTEL SECURITY LOCKS FOR TRAVEL, J. EDINGER, DEC '24- ADMIN	12/15/2024	9.49	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	1/25		
1444	U.S. BANK (VISA)	921643501087	19678	AMAZON, HOTEL SECURITY LOCKS FOR TRAVEL, J. EDINGER, DEC '24- SEWER	12/15/2024	12.53	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	1/25		
1444	U.S. BANK (VISA)	921643501087	19678	AMAZON, HOTEL SECURITY LOCKS FOR TRAVEL, J. EDINGER, DEC '24- P.I	12/15/2024	3.41	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	1/25		
1444	U.S. BANK (VISA)	921643501087	19678	AMAZON, HOTEL SECURITY LOCKS FOR TRAVEL, J. EDINGER, DEC '24- WATER	12/15/2024	12.53	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	1/25		

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 92164350108798296814:						37.96	.00					
1444	U.S. BANK (VISA)	921643521007	19710	AMAZON, SCAN STAMP FOR CLERKS, DEC. 24- SEWER	12/17/2024	3.13	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643521007	19710	AMAZON, SCAN STAMP FOR CLERKS, DEC. 24- P.I	12/17/2024	.86	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643521007	19710	AMAZON, SCAN STAMP FOR CLERKS, DEC. 24- ADMIN	12/17/2024	2.38	.00	01-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643521007	19710	AMAZON, SCAN STAMP FOR CLERKS, DEC. 24- WATER	12/17/2024	3.13	.00	20-6165 OFFICE SUPPLIES	0	1/25		
Total 92164352100725337918:						9.50	.00					
1444	U.S. BANK (VISA)	921643541010	19713	AMAZON, STICKY NOTES, AND BANDAIDS, D. CROSSLEY, DEC '24- WATER	12/19/2024	5.44	.00	20-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643541010	19713	AMAZON, EYE WASH SOLUTION, D. CROSSLEY, DEC '24- P.I	12/19/2024	5.01	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643541010	19713	AMAZON, STICKY NOTES, AND BANDAIDS, D. CROSSLEY, DEC '24- P.I	12/19/2024	2.08	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643541010	19713	AMAZON, EYE WASH SOLUTION, D. CROSSLEY, DEC '24- WATER	12/19/2024	13.16	.00	20-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643541010	19713	AMAZON, EYE WASH SOLUTION, D. CROSSLEY, DEC '24- SEWER	12/19/2024	13.16	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643541010	19713	AMAZON, STICKY NOTES, AND BANDAIDS, D. CROSSLEY, DEC '24- SEWER	12/19/2024	5.44	.00	21-6165 OFFICE SUPPLIES	0	1/25		
Total 92164354101013455202:						44.29	.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)	921643541027	19724	AMAZON, DRYWALL SANDPAPER, A. BILLINGS, DEC. 24	12/19/2024	46.62	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/25		
Total 92164354102707916279:						46.62	.00					
1444	U.S. BANK (VISA)	921643551036	19710	AMAZON, SCAN/DATE STAMP FOR UB, DEC. 24- ADMIN	12/20/2024	4.72	.00	01-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643551036	19710	AMAZON, SCAN/DATE STAMP FOR UB, DEC. 24- P.I	12/20/2024	1.70	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643551036	19710	AMAZON, SCAN/DATE STAMP FOR UB, DEC. 24- WATER	12/20/2024	6.22	.00	20-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643551036	19710	AMAZON, SCAN/DATE STAMP FOR UB, DEC. 24- SEWER	12/20/2024	6.22	.00	21-6165 OFFICE SUPPLIES	0	1/25		
Total 92164355103604487512:						18.86	.00					
1444	U.S. BANK (VISA)	921643561040	19736	AMAZON, KLEENEX TISSUES FOR TREATMENT PLANT, C. PATON, DEC. 24- P.I	12/21/2024	4.56	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643561040	19736	AMAZON, KLEENEX TISSUES FOR TREATMENT PLANT, C. PATON, DEC. 24- SEWER	12/21/2024	11.95	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643561040	19736	AMAZON, KLEENEX TISSUES FOR TREATMENT PLANT, C. PATON, DEC. 24- WATER	12/21/2024	11.95	.00	20-6165 OFFICE SUPPLIES	0	1/25		
Total 92164356104093378419:						28.46	.00					
1444	U.S. BANK (VISA)	921643581060	19736	AMAZON, HAND SANITIZER, PAPER PLATES, TAPE REFILLS FOT TREATMENT PLANT, C.PATON, DEC.'24- WATER	12/23/2024	20.53	.00	20-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643581060	19736	AMAZON, AIR FRESHENER SPRAY AND CLOROX WIPES FOR TREATMENT PLANT, C. PATON, DEC. 24- P.I	12/23/2024	5.20	.00	25-6025 JANITORIAL	0	1/25		

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1444	U.S. BANK (VISA)	921643581060	19736	AMAZON, AIR FRESHENER SPRAY AND CLOROX WIPES FOR TREATMENT PLANT, C. PATON, DEC. 24- WATER	12/23/2024	13.66	.00	20-6025 JANITORIAL	0	1/25		
1444	U.S. BANK (VISA)	921643581060	19736	AMAZON, AIR FRESHENER SPRAY AND CLOROX WIPES FOR TREATMENT PLANT, C. PATON, DEC. 24-SEWER	12/23/2024	13.66	.00	21-6025 JANITORIAL	0	1/25		
1444	U.S. BANK (VISA)	921643581060	19736	AMAZON, HAND SANITIZER, PAPER PLATES, TAPE REFILLS FOT TREATMENT PLANT, C.PATON, DEC.'24- SEWER	12/23/2024	20.53	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643581060	19736	AMAZON, HAND SANITIZER, PAPER PLATES, TAPE REFILLS FOT TREATMENT PLANT, C.PATON, DEC.'24- P.I	12/23/2024	7.82	.00	25-6165 OFFICE SUPPLIES	0	1/25		
Total 92164358106026925065:						81.40	.00					
1444	U.S. BANK (VISA)	921643591074	19756	AMAZON, ARCHIVAL STORAGE BOXES FOR CLERKS OFFICE, C. MANNING, DEC. 24- P.I	12/24/2024	51.18	.00	25-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643591074	19756	AMAZON, ARCHIVAL STORAGE BOXES FOR CLERKS OFFICE, C. MANNING, DEC. 24- ADMIN	12/24/2024	194.48	.00	01-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643591074	19756	AMAZON, ARCHIVAL STORAGE BOXES FOR CLERKS OFFICE, C. MANNING, DEC. 24- SEWER	12/24/2024	133.06	.00	21-6165 OFFICE SUPPLIES	0	1/25		
1444	U.S. BANK (VISA)	921643591074	19756	AMAZON, ARCHIVAL STORAGE BOXES FOR CLERKS OFFICE, C. MANNING, DEC. 24- WATER	12/24/2024	133.06	.00	20-6165 OFFICE SUPPLIES	0	1/25		
Total 92164359107450380776:						511.78	.00					
1444	U.S. BANK (VISA)	924643501079	19680	SOUTHWEST AIRLINES, TRAVEL FOR ECONOMIC DEVELOPMENT MAIN STREET 2025 CONFERENCE FOR J. REID, DEC. 24	12/13/2024	615.95	.00	01-6270 TRAVEL EXPENSES	4000	1/25		

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 92464350107980897496:						615.95	.00					
1444	U.S. BANK (VISA)	988043504497	19679	PAYPAL/MAIN STREET 2025, ECONOMIC DEVELOPMENT CONFERENCE FOR J. REID, DEC. 24	12/13/2024	845.00	.00	01-6265 TRAINING & SCHOOLING EXPENSE	4000	1/25		
Total 98804350449710430994:						845.00	.00					
Total U.S. BANK (VISA):						9,633.80	.00					
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13997945		2 EACH DELUXE AND ADA PORTABLE RESTROOM RENTAL FOR GEM DROP, JAN. 25	01/08/2025	710.00	710.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/25	01/10/2025	
Total 114-13997945:						710.00	710.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5030901		STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/01-12/31/24-ZAMZOWS PARK	12/31/2024	222.00	222.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total INV-5030901:						222.00	222.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5031687		STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/01-12/31/24-SHORTLINE	12/31/2024	111.00	111.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total INV-5031687:						111.00	111.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5032632		STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/01-12/31/24-STROEBEL PARK	12/31/2024	111.00	111.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	

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 INV-5032632:						111.00	111.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5034830		STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/01-12/31/24- PATAGONIA PARK	12/31/2024	111.00	111.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total INV-5034830:						111.00	111.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5035073		STANDARD AND ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/01-12/31/24- GREENBELT	12/31/2024	222.00	222.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total INV-5035073:						222.00	222.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5035080		STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/01-12/31/24- VFW	12/31/2024	111.00	111.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total INV-5035080:						111.00	111.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5035265		STANDARD AND ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/01-12/31/24- BERNIE FISHER PARK	12/31/2024	222.00	222.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total INV-5035265:						222.00	222.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5036136		STANDARD AND ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/01-12/31/24- W 4TH ST	12/31/2024	222.00	222.00	01-6212 RENT - EQUIPMENT	1004	1/25	01/10/2025	
Total INV-5036136:						222.00	222.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5043964		ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 01/03-01/30/25- BUTLER PARK	01/03/2025	111.00	.00	01-6212 RENT - EQUIPMENT	1004	1/25		

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 INV-5043964:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5045345		ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/08/24-01/04/25- SADIE CREEK PARK	01/04/2025	111.00	.00	01-6212 RENT - EQUIPMENT	1004	1/25		
Total INV-5045345:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5045456		ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 12/08/24-01/04/25- WINCHESTER/SUTTERS MILL PARK	01/04/2025	111.00	.00	01-6212 RENT - EQUIPMENT	1004	1/25		
Total INV-5045456:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5055672		STANDARD PORTABLE RESTROOM RENTAL, BI-WEEKLY SERVICE, 01/09-02/05/25- BOOSTER STATION 5750 E KUNA RD	01/09/2025	61.00	.00	20-6212 RENT - EQUIPMENT	0	1/25		
Total INV-5055672:						61.00	.00					
Total UNITED SITE SERVICES OF NEVADA INC:						2,436.00	2,042.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	52675029	19785	CITRIC ACID FOR MEMBRANE CLEANS, M. NADEAU, DEC. 24	12/31/2024	11,176.62	.00	21-6151 M & R - PROCESS CHEMICALS	0	1/25		
Total 52675029:						11,176.62	.00					
1410	UNIVAR SOLUTIONS USA, INC.	52675030	19785	TWO EACH CONTAINER DEPOSIT, DEC. 24	12/31/2024	1,400.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	1/25		
1410	UNIVAR SOLUTIONS USA, INC.	52675030	19785	HYPO FOR MEMBRANE CLEANS, M. NADEAU, DEC. 24	12/31/2024	2,838.00	.00	21-6151 M & R - PROCESS CHEMICALS	0	1/25		

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 52675030:						4,238.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	52694272	19831	TANKER OF CAUSTIC SODA, M. NADEAU, JAN. 25	01/09/2025	12,539.55	.00	21-6151 M & R - PROCESS CHEMICALS	0	1/25		
Total 52694272:						12,539.55	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97830615		REFUND/CREDIT, 2 EACH CONTAINER DEPOSIT, JAN. 25	01/02/2025	-1,400.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	1/25		
Total 97830615:						-1,400.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						26,554.17	.00					
UTILITY REFUND #17												
2286	UTILITY REFUND #17	274375.03B		JANA LEE ZILLNER, 2525 N BLUEBLOSSOM DR ADDITIONAL UTILITY REFUND - WATER	01/09/2025	134.09	134.09	20-4500 METERED WATER SALES	0	1/25	01/10/2025	
Total 274375.03B:						134.09	134.09					
Total UTILITY REFUND #17:						134.09	134.09					
UTILITY REFUND #18												
2325	UTILITY REFUND #18	10450.02		STW INVESTMENTS LLC, 174 E 4TH ST UTILITY REFUND - TRASH	01/03/2025	12.82	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	10450.02		STW INVESTMENTS LLC, 174 E 4TH ST UTILITY REFUND - WATER	01/03/2025	12.16	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	10450.02		STW INVESTMENTS LLC, 174 E 4TH ST UTILITY REFUND - SEWER	01/03/2025	20.32	.00	21-4600 SEWER USER FEES	0	1/25		

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 10450.02:						45.30	.00					
2325	UTILITY REFUND #18	130190.02		MARY HARGRAVE, 1326 W WHEAT CT UTILITY REFUND - TRASH	01/07/2025	68.80	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	130190.02		MARY HARGRAVE, 1326 W WHEAT CT UTILITY REFUND - WATER	01/07/2025	69.34	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	130190.02		MARY HARGRAVE, 1326 W WHEAT CT UTILITY REFUND - SEWER	01/07/2025	150.07	.00	21-4600 SEWER USER FEES	0	1/25		
Total 130190.02:						288.21	.00					
2325	UTILITY REFUND #18	173565.03		TIFFANY KAY, 1934 W STONY DESERT ST UTILITY REFUND - TRASH	01/03/2025	33.46	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	173565.03		TIFFANY KAY, 1934 W STONY DESERT ST UTILITY REFUND - SEWER	01/03/2025	45.94	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	173565.03		TIFFANY KAY, 1934 W STONY DESERT ST UTILITY REFUND - WATER	01/03/2025	22.70	.00	20-4500 METERED WATER SALES	0	1/25		
Total 173565.03:						102.10	.00					
2325	UTILITY REFUND #18	201670.01		DON KLIEBE, 372 E NORTHRIDGE DR UTILITY REFUND - WATER	01/03/2025	18.29	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	201670.01		DON KLIEBE, 372 E NORTHRIDGE DR UTILITY REFUND - SEWER	01/03/2025	30.77	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	201670.01		DON KLIEBE, 372 E NORTHRIDGE DR UTILITY REFUND - TRASH	01/03/2025	32.91	.00	26-4975 SOLID WASTE USER FEES	0	1/25		

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 201670.01:						81.97	.00					
2325	UTILITY REFUND #18	221775.04		DENNIS MICHAEL TUCKER, 923 S WISTON PL UTILITY REFUND - TRASH	01/03/2025	3.90	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	221775.04		DENNIS MICHAEL TUCKER, 923 S WISTON PL UTILITY REFUND - WATER	01/03/2025	88.43	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	221775.04		DENNIS MICHAEL TUCKER, 923 S WISTON PL UTILITY REFUND - SEWER	01/03/2025	5.42	.00	21-4600 SEWER USER FEES	0	1/25		
Total 221775.04:						97.75	.00					
2325	UTILITY REFUND #18	242039.00		TH CONSTRUCTION LLC, 135 S SUNNIVA AVE UTILITY REFUND - WATER	12/26/2024	74.95	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	242039.00		TH CONSTRUCTION LLC, 135 S SUNNIVA AVE UTILITY REFUND - SEWER	12/26/2024	36.32	.00	21-4600 SEWER USER FEES	0	1/25		
Total 242039.00:						111.27	.00					
2325	UTILITY REFUND #18	242082.00		TH CONSTRUCTION LLC, 122 S FUSION AVE UTILITY REFUND - SEWER	01/03/2025	50.00	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	242082.00		TH CONSTRUCTION LLC, 122 S FUSION AVE UTILITY REFUND - WATER	01/03/2025	108.62	.00	20-4500 METERED WATER SALES	0	1/25		
Total 242082.00:						158.62	.00					
2325	UTILITY REFUND #18	242083.00		BILTMORE COMPANY LLC, 140 S FUSION AVE UTILITY REFUND - WATER	12/26/2024	59.00	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	242083.00		BILTMORE COMPANY LLC, 140 S FUSION AVE UTILITY REFUND - SEWER	12/26/2024	52.21	.00	21-4600 SEWER USER FEES	0	1/25		

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 242083.00:						111.21	.00					
2325	UTILITY REFUND #18	242507.00		TH CONSTRUCTION LLC, 75 S RYDE AVE UTILITY REFUND - SEWER	12/26/2024	47.83	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	242507.00		TH CONSTRUCTION LLC, 75 S RYDE AVE UTILITY REFUND - WATER	12/26/2024	25.92	.00	20-4500 METERED WATER SALES	0	1/25		
Total 242507.00:						73.75	.00					
2325	UTILITY REFUND #18	242522.00		TH HOLDINGS LLC, 122 S ZIKLAG AVE UTILITY REFUND - WATER	12/26/2024	60.86	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	242522.00		TH HOLDINGS LLC, 122 S ZIKLAG AVE UTILITY REFUND - SEWER	12/26/2024	58.23	.00	21-4600 SEWER USER FEES	0	1/25		
Total 242522.00:						119.09	.00					
2325	UTILITY REFUND #18	277418.03		KUNA DOE AVE LLC, 2312 N DOE AVE UTILITY REFUND - SEWER	01/08/2025	4.03	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	277418.03		KUNA DOE AVE LLC, 2312 N DOE AVE UTILITY REFUND - TRASH	01/08/2025	2.52	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	277418.03		KUNA DOE AVE LLC, 2312 N DOE AVE UTILITY REFUND - WATER	01/08/2025	2.64	.00	20-4500 METERED WATER SALES	0	1/25		
Total 277418.03:						9.19	.00					
2325	UTILITY REFUND #18	277766.00		CBH, 2200 N HONEYSUCKLE AVE UTILITY REFUND - WATER	12/26/2024	41.15	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	277766.00		CBH, 2200 N HONEYSUCKLE AVE UTILITY REFUND - SEWER	12/26/2024	74.01	.00	21-4600 SEWER USER FEES	0	1/25		

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 277766.00:						115.16	.00					
2325	UTILITY REFUND #18	281150.01		SCOTT M INCARDONE, 1372 W MORGANITE ST UTILITY REFUND - TRASH	01/13/2025	40.55	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	281150.01		SCOTT M INCARDONE, 1372 W MORGANITE ST UTILITY REFUND - WATER	01/13/2025	31.65	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	281150.01		SCOTT M INCARDONE, 1372 W MORGANITE ST UTILITY REFUND - SEWER	01/13/2025	58.02	.00	21-4600 SEWER USER FEES	0	1/25		
Total 281150.01:						130.22	.00					
2325	UTILITY REFUND #18	281503.00		FALL CREEK CUSTOM HOMES LLC, 1449 W SMOKY QUARTZ ST UTILITY REFUND - SEWER	12/12/2024	33.91	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	281503.00		FALL CREEK CUSTOM HOMES LLC, 1449 W SMOKY QUARTZ ST UTILITY REFUND - WATER	12/12/2024	17.95	.00	20-4500 METERED WATER SALES	0	1/25		
Total 281503.00:						51.86	.00					
2325	UTILITY REFUND #18	281531.01		LAUREN BRESLIN, 2262 N OPAL FALLS WAY UTILITY REFUND - TRASH	01/09/2025	39.72	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	281531.01		LAUREN BRESLIN, 2262 N OPAL FALLS WAY UTILITY REFUND - SEWER	01/09/2025	58.05	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	281531.01		LAUREN BRESLIN, 2262 N OPAL FALLS WAY UTILITY REFUND - WATER	01/09/2025	30.79	.00	20-4500 METERED WATER SALES	0	1/25		
Total 281531.01:						128.56	.00					
2325	UTILITY REFUND #18	292026.01		ROBERT TRAVIS STOCKHAM, 8717 S BARATHEON AVE UTILITY REFUND - WATER	01/03/2025	23.87	.00	20-4500 METERED WATER SALES	0	1/25		

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
2325	UTILITY REFUND #18	292026.01		ROBERT TRAVIS STOCKHAM, 8717 S BARATHEON AVE UTILITY REFUND - SEWER	01/03/2025	46.98	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	292026.01		ROBERT TRAVIS STOCKHAM, 8717 S BARATHEON AVE UTILITY REFUND - TRASH	01/03/2025	32.83	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
Total 292026.01:						103.68	.00					
2325	UTILITY REFUND #18	304581.00		CBH, 2820 E NIGHT RIDER DR UTILITY REFUND - SEWER	12/26/2024	23.68	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	304581.00		CBH, 2820 E NIGHT RIDER DR UTILITY REFUND - WATER	12/26/2024	38.76	.00	20-4500 METERED WATER SALES	0	1/25		
Total 304581.00:						62.44	.00					
2325	UTILITY REFUND #18	304596.00		CBH, 2731 E NIGHT RIDER DR UTILITY REFUND - WATER	12/09/2024	7.92	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	304596.00		CBH, 2731 E NIGHT RIDER DR UTILITY REFUND - SEWER	12/09/2024	14.29	.00	21-4600 SEWER USER FEES	0	1/25		
Total 304596.00:						22.21	.00					
2325	UTILITY REFUND #18	304603.00		CBH, 2656 E BUCKAROO DR UTILITY REFUND - WATER	12/13/2024	3.15	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	304603.00		CBH, 2656 E BUCKAROO DR UTILITY REFUND - SEWER	12/13/2024	5.23	.00	21-4600 SEWER USER FEES	0	1/25		
Total 304603.00:						8.38	.00					
2325	UTILITY REFUND #18	304646.00		CBH, 2587 E WHISPER WIND DR UTILITY REFUND - SEWER	12/17/2024	32.56	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	304646.00		CBH, 2587 E WHISPER WIND DR UTILITY REFUND - WATER	12/17/2024	17.29	.00	20-4500 METERED WATER SALES	0	1/25		

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 304646.00:						49.85	.00					
2325	UTILITY REFUND #18	310547.00		TOLL BROS INC, 8670 S WHITE CLAY WAY UTILITY REFUND - WATER	12/26/2024	113.46	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	310547.00		TOLL BROS INC, 8670 S WHITE CLAY WAY UTILITY REFUND - SEWER	12/26/2024	-43.52	.00	21-4600 SEWER USER FEES	0	1/25		
Total 310547.00:						69.94	.00					
2325	UTILITY REFUND #18	311070.00		TOLL BROS INC, 8131 S COOPER FLATS AVE UTILITY REFUND - SEWER	12/26/2024	19.93	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	311070.00		TOLL BROS INC, 8131 S COOPER FLATS AVE UTILITY REFUND - WATER	12/26/2024	61.56	.00	20-4500 METERED WATER SALES	0	1/25		
Total 311070.00:						81.49	.00					
2325	UTILITY REFUND #18	311094.00		TOLL BROS INC, 1432 W REGENCY RIDGE DR UTILITY REFUND - SEWER	12/26/2024	-34.78	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	311094.00		TOLL BROS INC, 1432 W REGENCY RIDGE DR UTILITY REFUND - WATER	12/26/2024	114.24	.00	20-4500 METERED WATER SALES	0	1/25		
Total 311094.00:						79.46	.00					
2325	UTILITY REFUND #18	330224.01		JONATHAN P STEENBLIK, 1210 E IMLAY ST UTILITY REFUND - TRASH	01/07/2025	5.65	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	330224.01		JONATHAN P STEENBLIK, 1210 E IMLAY ST UTILITY REFUND - WATER	01/07/2025	4.77	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	330224.01		JONATHAN P STEENBLIK, 1210 E IMLAY ST UTILITY REFUND - SEWER	01/07/2025	9.57	.00	21-4600 SEWER USER FEES	0	1/25		

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 330224.01:						19.99	.00					
2325	UTILITY REFUND #18	341120.00		CBH, 3502 W ZAREA DR UTILITY REFUND - SEWER	12/18/2024	20.32	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	341120.00		CBH, 3502 W ZAREA DR UTILITY REFUND - WATER	12/18/2024	11.89	.00	20-4500 METERED WATER SALES	0	1/25		
Total 341120.00:						32.21	.00					
2325	UTILITY REFUND #18	342021.00		HARDING HOMES, 6069 S CORSICAN AVE UTILITY REFUND - SEWER	12/03/2024	67.45	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	342021.00		HARDING HOMES, 6069 S CORSICAN AVE UTILITY REFUND - WATER	12/03/2024	55.33	.00	20-4500 METERED WATER SALES	0	1/25		
Total 342021.00:						122.78	.00					
2325	UTILITY REFUND #18	360223.00		SHALC GC INC, 11991 W ANTHOS LN UTILITY REFUND - WATER	12/26/2024	39.71	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	360223.00		SHALC GC INC, 11991 W ANTHOS LN UTILITY REFUND - SEWER	12/26/2024	35.58	.00	21-4600 SEWER USER FEES	0	1/25		
Total 360223.00:						75.29	.00					
2325	UTILITY REFUND #18	360224.00		SHALC GC INC, 11975 W ANTHOS LN UTILITY REFUND - SEWER	01/03/2025	45.61	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	360224.00		SHALC GC INC, 11975 W ANTHOS LN UTILITY REFUND - WATER	01/03/2025	83.29	.00	20-4500 METERED WATER SALES	0	1/25		

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 360224.00:						128.90	.00					
2325	UTILITY REFUND #18	360256.00		SHALC GC INC, 12108 S GLORY LN UTILITY REFUND - SEWER	01/03/2025	45.56	.00	21-4600 SEWER USER FEES	0	1/25		
2325	UTILITY REFUND #18	360256.00		SHALC GC INC, 12108 S GLORY LN UTILITY REFUND - WATER	01/03/2025	83.27	.00	20-4500 METERED WATER SALES	0	1/25		
Total 360256.00:						128.83	.00					
2325	UTILITY REFUND #18	361914.00		TH CONSTRUCTION LLC, 11492 W LAHINCH LN UTILITY REFUND - WATER	01/07/2025	43.19	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	361914.00		TH CONSTRUCTION LLC, 11492 W LAHINCH LN UTILITY REFUND - SEWER	01/07/2025	89.56	.00	21-4600 SEWER USER FEES	0	1/25		
Total 361914.00:						132.75	.00					
2325	UTILITY REFUND #18	361923.00		TH CONSTRUCTION LLC, 11348 W LAHINCH LN UTILITY REFUND - WATER	01/03/2025	85.26	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	361923.00		TH CONSTRUCTION LLC, 11348 W LAHINCH LN UTILITY REFUND - SEWER	01/03/2025	49.69	.00	21-4600 SEWER USER FEES	0	1/25		
Total 361923.00:						134.95	.00					
2325	UTILITY REFUND #18	361925.00		TH CONSTRUCTION LLC, 11316 W LAHINCH LN UTILITY REFUND - WATER	01/03/2025	87.82	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	361925.00		TH CONSTRUCTION LLC, 11316 W LAHINCH LN UTILITY REFUND - SEWER	01/03/2025	55.01	.00	21-4600 SEWER USER FEES	0	1/25		
Total 361925.00:						142.83	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2325	UTILITY REFUND #18	80330.02		CELIA A ORTEGA, 1132 W OPAL CT UTILITY REFUND - WATER	01/13/2025	120.92	.00	20-4500 METERED WATER SALES	0	1/25		
2325	UTILITY REFUND #18	80330.02		CELIA A ORTEGA, 1132 W OPAL CT UTILITY REFUND - TRASH	01/13/2025	86.08	.00	26-4975 SOLID WASTE USER FEES	0	1/25		
2325	UTILITY REFUND #18	80330.02		CELIA A ORTEGA, 1132 W OPAL CT UTILITY REFUND - SEWER	01/13/2025	134.58	.00	21-4600 SEWER USER FEES	0	1/25		
Total 80330.02:						341.58	.00					
Total UTILITY REFUND #18:						3,361.82	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	98443		STATEMENT PRINTING AND POSTAGE, DEC. 24- SEWER	12/31/2024	2,454.38	2,454.38	21-6190 POSTAGE & BILLING	0	1/25	01/10/2025	
857	VALLI INFORMATION SYSTEMS, INC	98443		STATEMENT PRINTING AND POSTAGE, DEC. 24- P.I	12/31/2024	944.00	944.00	25-6190 POSTAGE & BILLING	0	1/25	01/10/2025	
857	VALLI INFORMATION SYSTEMS, INC	98443		STATEMENT PRINTING AND POSTAGE, DEC. 24- ADMIN	12/31/2024	3,587.18	3,587.18	01-6190 POSTAGE & BILLING	0	1/25	01/10/2025	
857	VALLI INFORMATION SYSTEMS, INC	98443		STATEMENT PRINTING AND POSTAGE, DEC. 24- WATER	12/31/2024	2,454.38	2,454.38	20-6190 POSTAGE & BILLING	0	1/25	01/10/2025	
Total 98443:						9,439.94	9,439.94					
857	VALLI INFORMATION SYSTEMS, INC	98444		LOCKBOX TRANSACTIONS, DEC. '24- SEWER	12/31/2024	86.63	86.63	21-6505 BANK FEES	0	1/25	01/10/2025	
857	VALLI INFORMATION SYSTEMS, INC	98444		LOCKBOX TRANSACTIONS, DEC. '24- P.I	12/31/2024	33.32	33.32	25-6505 BANK FEES	0	1/25	01/10/2025	
857	VALLI INFORMATION SYSTEMS, INC	98444		LOCKBOX TRANSACTIONS, DEC. '24- ADMIN	12/31/2024	126.61	126.61	01-6505 BANK FEES	0	1/25	01/10/2025	
857	VALLI INFORMATION SYSTEMS, INC	98444		LOCKBOX TRANSACTIONS, DEC. '24- WATER	12/31/2024	86.63	86.63	20-6505 BANK FEES	0	1/25	01/10/2025	

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 98444:						333.19	333.19					
Total VALLI INFORMATION SYSTEMS, INC:						9,773.13	9,773.13					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	6102504308		CELL PHONE SERVICE FOR 12/02/24-01/01/24- ADMIN	01/01/2025	67.71	67.71	01-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504308		CELL PHONE SERVICE FOR 12/02/24-01/01/24- SEWER	01/01/2025	1,089.22	1,089.22	21-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504308		CELL PHONE SERVICE FOR 12/02/24-01/01/24- PARKS	01/01/2025	522.36	522.36	01-6255 TELEPHONE EXPENSE	1004	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504308		CELL PHONE SERVICE FOR 12/02/24-01/01/24- P.I	01/01/2025	218.63	218.63	25-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504308		CELL PHONE SERVICE FOR 12/02/24-01/01/24- ECONOMIC DEVELOPMENT	01/01/2025	38.69	38.69	01-6255 TELEPHONE EXPENSE	4000	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504308		CELL PHONE SERVICE FOR 12/02/24-01/01/24- BUILDING INSPECTOR	01/01/2025	116.08	116.08	01-6255 TELEPHONE EXPENSE	1005	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504308		CELL PHONE SERVICE FOR 12/02/24-01/01/24- WATER	01/01/2025	655.85	655.85	20-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
Total 6102504308:						2,708.54	2,708.54					
1575	VERIZON WIRELESS	6102504309		TABLET AND CELL PHONE SERVICE FOR 12/02/24-01/01/25 - P.I	01/01/2025	73.12	73.12	25-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504309		TABLET AND CELL PHONE SERVICE FOR 12/02/24-01/01/25 - BUILDING INSPECTOR	01/01/2025	17.68	17.68	01-6255 TELEPHONE EXPENSE	1005	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504309		TABLET AND CELL PHONE SERVICE FOR								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				12/02/24-01/01/25- ADMIN	01/01/2025	24.10	24.10	01-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504309		TABLET AND CELL PHONE SERVICE FOR 12/02/24-01/01/25 - WATER	01/01/2025	100.43	100.43	20-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504309		TABLET AND CELL PHONE SERVICE FOR 12/02/24-01/01/25 - PARKS	01/01/2025	89.18	89.18	01-6255 TELEPHONE EXPENSE	1004	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504309		TABLET AND CELL PHONE SERVICE FOR 12/02/24-01/01/25 - SEWER	01/01/2025	97.22	97.22	21-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
Total 6102504309:						401.73	401.73					
1575	VERIZON WIRELESS	6102504310		CELL AND TABLET SERVICE FOR 12/02/24-01/01/25- WATER	01/01/2025	124.43	124.43	20-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504310		CELL AND TABLET SERVICE FOR 12/02/24-01/01/25- ADMIN	01/01/2025	121.07	121.07	01-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504310		CELL AND TABLET SERVICE FOR 12/02/24-01/01/25- P.I	01/01/2025	39.80	39.80	25-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504310		CELL AND TABLET SERVICE FOR 12/02/24-01/01/25- SEWER	01/01/2025	198.36	198.36	21-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504310		CELL AND TABLET SERVICE FOR 12/02/24-01/01/25- ECONOMIC DEVELOPMENT	01/01/2025	30.80	30.80	01-6255 TELEPHONE EXPENSE	4000	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504310		CELL AND TABLET SERVICE FOR 12/02/24-01/01/25- P&Z	01/01/2025	27.73	27.73	01-6255 TELEPHONE EXPENSE	1003	1/25	01/10/2025	
1575	VERIZON WIRELESS	6102504310		CELL AND TABLET SERVICE FOR 12/02/24-01/01/25- PARKS	01/01/2025	227.96	227.96	01-6255 TELEPHONE EXPENSE	1004	1/25	01/10/2025	

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 6102504310:						770.15	770.15					
1575	VERIZON WIRELESS	6102504311		MODEM SERVICES FOR ALL PI STATIONS, 12/02/24-01/01/25	01/01/2025	280.07	280.07	25-6255 TELEPHONE EXPENSE	0	1/25	01/10/2025	
Total 6102504311:						280.07	280.07					
Total VERIZON WIRELESS:						4,160.49	4,160.49					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0733388		RECORDS DESTRUCTION FOR 12/01-12/31/24- WATER	01/01/2025	9.36	.00	20-6052 CONTRACT SERVICES	0	1/25		
1633	WESTERN RECORDS DESTRUCTION, INC.	0733388		RECORDS DESTRUCTION FOR 12/01-12/31/24- SEWER	01/01/2025	9.36	.00	21-6052 CONTRACT SERVICES	0	1/25		
1633	WESTERN RECORDS DESTRUCTION, INC.	0733388		RECORDS DESTRUCTION FOR 12/01-12/31/24- P.I	01/01/2025	3.60	.00	25-6052 CONTRACT SERVICES	0	1/25		
1633	WESTERN RECORDS DESTRUCTION, INC.	0733388		RECORDS DESTRUCTION FOR 12/01-12/31/24- ADMIN	01/01/2025	13.68	.00	01-6052 CONTRACT SERVICES	0	1/25		
Total 0733388:						36.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						36.00	.00					
WEX FLEET UNIVERSAL												
2160	WEX FLEET UNIVERSAL	101871315		NON FUEL, CAR WASH, PUBLIC WORKS, DEC. 24- P.I	12/31/2024	4.80	4.80	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25	01/10/2025	
2160	WEX FLEET UNIVERSAL	101871315		FUEL, DEC. 24- P&Z	12/31/2024	1.88	1.88	01-6300 FUEL	1003	1/25	01/10/2025	
2160	WEX FLEET UNIVERSAL	101871315		FUEL, DEC. 24- ADMIN	12/31/2024	5.27	5.27	01-6300 FUEL	0	1/25	01/10/2025	
2160	WEX FLEET UNIVERSAL	101871315		FUEL, DEC. 24- P.I	12/31/2024	35.48	35.48	25-6300 FUEL	0	1/25	01/10/2025	

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
2160	WEX FLEET UNIVERSAL	101871315		FUEL, DEC. 24- WATER	12/31/2024	128.94	128.94	20-6300 FUEL	0	1/25	01/10/2025	
2160	WEX FLEET UNIVERSAL	101871315		NON FUEL, CAR WASH, PUBLIC WORKS, DEC. 24- WATER	12/31/2024	12.60	12.60	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25	01/10/2025	
2160	WEX FLEET UNIVERSAL	101871315		FUEL, DEC. 24- SEWER	12/31/2024	24.66	24.66	21-6300 FUEL	0	1/25	01/10/2025	
2160	WEX FLEET UNIVERSAL	101871315		NON FUEL, CAR WASH, PUBLIC WORKS, DEC. 24- SEWER	12/31/2024	12.60	12.60	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	1/25	01/10/2025	
Total 101871315:						226.23	226.23					
Total WEX FLEET UNIVERSAL:						226.23	226.23					
Grand Totals:						1,227,786.42	722,289.10					

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

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

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

RESOLUTION NO. R02-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR FALCON CREST, LLC, FOR FALCON CREST 7 FOR UNCOMPLETED WORK FOR STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest 7 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest 7 were approved by the Kuna City Engineer on 10 April 2023; and

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

WHEREAS the fencing has not been completed for Falcon Crest 7 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the street light completion has been estimated at sixty-six thousand twenty-one dollars and zero cents ($66,021.00) adding 25% for a total of eighty-two thousand five hundred twenty-six dollars and twenty-five cents ($82,526.25); an

WHEREAS developer desires to record the final plat for Falcon Crest 7 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 and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest 7** under the following terms and conditions:

1. All bid 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 amount of the check and face amount of the Letter of Credit is at least eighty-two thousand five hundred twenty-six dollars and twenty-five cents ($82,526.25).
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of January 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January 2025.

_____

Joe L. Stear, Mayor

ATTEST:

_____

Nathan Stanley, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
FALCON CREST 7 SUBDIVISION

THIS AGREEMENT is made by and between M3 ID FALCON CREST LLC, (hereinafter "Developer"); whose address is 1673 W. Shoreline Dr. Suite 200 Boise, Idaho 83702 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 one of the development known as Falcon Crest 7 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 Streetlight Plan for Falcon Crest 7 Subdivision and the associated Bid for **Streetlights** by Street Lights LLC, and;

    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 or cashier's check to the City's trust account in the aggregate amount of eighty-two thousand five hundred twenty-six dollars and twenty-five cents ($82,526.25) 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 therefrom by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2024.

M3 ID Falcon Crest, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member

By William I. Brownlee
Manager

On this 30th day of July, 2024, before me Dena Nelson-Hendren, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of the M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Falcon Crest LLC.

(seal)

DENA NELSON-HENDREN Comm No. 49405 NOTARY PUBLIC Expires 03/15/2025 STATE OF IDAHO

Notary Public for Idaho
My commission expires on 3.15.2025

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada)

DocuSign Envelope ID: CE2DF2E0-6AAA-4E16-84B5-E8787C4CC7F2

Exhibit A

Street Lights LLC

PROPOSAL

DATE: February 8, 2024

RCE # 51142
PO Box 6985
Boise, Idaho 83707
Mark Peterson
(208) 870-3220 | streetlightsllc@gmail.com

Project : Falcon Crest 7
Quote to: M3
Bid Date: 2/8/24
Revision Date:
Date of Plans: 2/16/2023

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	Site Electrical & Street Lights				
5	Meter Service Cabinet for Kuna Rd Street Lights - Required by ID Power	1	EA	8,081.00	8,081.00
7	Sprinkler clock power with disconnect	2	EA	1,176.00	2,352.00
8	25' Standard Street Light - Kuna standard street light black pole with Cooper USSL 52W LED fixture. Provide the required trenching and conduit for 430'. Provide and install necessary wire, junction boxes, and fusing for light poles. Junction boxes are not figured as concrete or driveway rated unless noted otherwise. Includes grounding, electrical permits, and inspections.	9	EA	5,089.00	45,801.00
8	30' Standard Street Light - Kuna standard street light black pole with Cooper USSL 96W LED fixture. Provide the required trenching and conduit for 486' including stubbing conduit into future phase to the east and west. Provide and install necessary wire, junction boxes, and fusing for light poles. Junction boxes are not figured as concrete or driveway rated unless noted otherwise. Includes grounding, electrical permits, and inspections.	2	EA	10,110.00	20,220.00
				SUBTOTAL	76,454.00
				GRAND TOTAL	76,454.00

NOT INCLUDED IN THIS PROPOSAL:
1. Extra labor or material if rock or water is encountered.
2. Bid does not include any surface restoration. (i.e. landscape, asphalt, ect.)
3. All sleeving under asphalt, concrete, ect. By others.
4. Any Ada County/Highway District right of way fees or Permits
5. Rock excavation if encountered

Notes:
Final billing may change due to field adjustments
Price good for 60 days from bid date

ACCEPTED BY:_____DATE:_____

RESOLUTION NO. R03-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR FALCON CREST, LLC, FOR FALCON CREST 7 FOR UNCOMPLETED WORK FOR LANDSCAPE PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest 7 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest 7 were approved by the Kuna City Engineer on 10 April 2023; and

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

WHEREAS the landscape has not been completed for Falcon Crest 7 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscape completion has been estimated at three hundred three thousand two hundred thirty dollars and zero cents ($303,230.00) adding 25% for a total of three hundred seventy-nine thousand thirty-seven dollars and fifty cents ($379,037.50); and

WHEREAS developer desires to record the final plat for Falcon Crest 7 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 and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest 7** under the following terms and conditions:

1. All bid 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 amount of the check and face amount of the Letter of Credit is at least three hundred seventy-nine thousand thirty-seven dollars and fifty cents ($379,037.50);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of January 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January 2025.

_____

Joe L. Stear, Mayor

ATTEST:

_____

Nathan Stanley, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
FALCON CREST 7 SUBDIVISION

THIS AGREEMENT is made by and between M3 ID FALCON CREST LLC, (hereinafter "Developer"); whose address is 1673 W. Shoreline Dr. Suite 200 Boise, Idaho 83702 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 one of the development known as Falcon Crest 7 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 Falcon Crest 7 Subdivision and the associated Bid for **Landscaping** by Franz Witte Landscape Contracting, Inc, and;

    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 or cashier's check to the City's trust account in the aggregate amount of three hundred seventy-nine thousand thirty-seven dollars and fifty cents ($379,037.50), 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 therefrom by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2024.

M3 ID Falcon Crest, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member

By William I. Brownlee
Manager

On this 30th day of July, 2024, before me Dena Nelson-Hendren, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of the M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Falcon Crest LLC.

(seal)

DENA NELSON-HENDREN Comm No. 49405 NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
My commission expires on 3-15-2025

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada)

DocuSign Envelope ID: AF265E2C-5BF8-4AEA-AD24-D6BA12B8B254

Exhibit A

FRANZ WITTE
EST. 1971

Proposal

CONGER GROUP
4824 W FAIRVIEW AVE
BOISE, IDAHO 83706

Falcon Crest Phase 7 Install 2024
Kuna Road Kuna, Idaho

Est ID: EST4227881 V.3
Date: Nov-01-2023

Franz Witte Landscape Contracting, Inc. proposes to provide all labor, materials, and equipment to complete the following items of work, per the provided plans and specs dated 04/26/2023:

2-Wire Path Installation — $7,725.00

- Coordination of installation of 2-wire with PIRR installer
- Coordination of sleeve crossings for 2-wire path installation

Irrigation — $108,260.00

- Design/build irrigation system
- Install irrigation sleeves under hard surfaces, does not include installing sleeves under existing concrete or asphalt
- Install irrigation controller with two wire communication and decoders
- Coordination of installation of 2-wire with PIRR installer
- Includes point of connection into property water source, requires a minimum of 200 micron filtration

Trees — $52,905.00

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets
- Includes 10' of root barrier per trees adjacent to roadways

Shrubs — $30,525.00

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets

DocuSign Envelope ID: AF265E2C-5BF8-4AEA-AD24-D6BA12B8B254

Exhibit A

Finish Grade **$17,855.00**

- Includes fine and finish grade
- Site to be received with topsoil placed at +/-.10" of finish grade
- *Additional topsoil if needed, provided and placed at $50/yard*

Landscape Beds **$48,785.00**

- Install premium bark mulch @ 3" depth in landscape beds
- *Additional topsoil if needed, provided and placed at $50/yard*

Turf **$37,175.00**

- Install fescue sod per plans
- Includes sod starter fertilizer
- *Additional topsoil if needed, provided and placed at $50/yard*

Estimate Total **$303,230.00**

This estimate reflects current market pricing. We will only be able to hold pricing for 30 days from the date of the proposal, due to market fluctuations. Any materials procured beyond 30 days of this proposal will be re-quoted and pricing will be adjusted accordingly. Upon acceptance of this proposal, all materials will be purchased and billed.

Exclusions:

- Boring, cutting or patching asphalt or concrete
- Extruded concrete mow strips/steel edging at landscape bed perimeters
- Excavation of unwanted materials in landscape areas to specified depths
- Haul-off or disposal of waste associated with other trades
- Construction in frozen conditions or conditions detrimental to quality
- Overtime or accelerated schedule
- Proposal pricing based on a 50 hour work week with our standard crew size. If schedule is delayed or accelerated and requires additional overtime, price to be adjusted accordingly.

RESOLUTION NO. R04-2025
CITY OF KUNA
ADA COUNTY, STATE OF IDAHO

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

- **Setting Forth Findings; and**
- **Appointing Tyson Garten, Kaylie Stanley, Kara Larson, William Howe, and Andy Kahl to the City's Impact Fee Advisory Committee; and**
- **Directing the City Clerk; and**
- **Setting an Effective Date.**

BE IT RESOLVED by the City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: Findings

It is hereby found by the City Council that:

1.1 The City of Kuna ("Kuna") is a municipal corporation of the State of Idaho existing and operating pursuant to provisions set forth in Title 50, Idaho Code.

1.2 Kuna is a "governmental entity" as that term is defined in I.C. § 67-8203(14), and has authority to impose, and has imposed, development impact fees by ordinance pursuant to I.C. § 67-8204.

1.3 Kuna has codified it's development impact fee ordinances in Title 12 of the City Code of Kuna, Idaho, and has particularly adopted "Park Impact Fees," "Fire District Development Impact Fees," and Police District Development Impact Fees."

1.4 Pursuant to I.C. § 67-8205, Kuna is empowered and required to establish a development impact fee advisory committee, which "committee shall be composed of not fewer than five (5) members appointed by the governing authority of the governmental entity."

1.5 Kuna has previously established said advisory committee pursuant to Kuna City Code 2-6-1(A), and appointed members to that committee; however, due to recent legislative changes by the State of Idaho, particularly amendments to I.C. § 67-8205, Kuna must adjust the membership of the impact fee advisory committee to comply the legislative amendments.

1.6 This resolution has been prepared and adopted for the purpose of appointing new members to the impact advisor committee to comply with the amendments to I.C. § 67-8205.

Section 2: Appointment of Members to Impact Fee Advisory Committee

2.1 The following individuals are hereby appointed to serve as members of Kuna's impact fee advisory committee, including a statement as to what particular position they are appointed in:

2.1.1 Tyson Garten, who is a Kuna resident and is appointed as a member that is active in the business of development, building, or real estate.

2.1.2 Kaylie Stanley, who is a Kuna resident and is appointed as a member that is active in the business of development, building, or real estate.

2.1.3 Kara Larson, who is a Kuna resident and is appointed as a member that is NOT active in the business of development, building, or real estate. Additionally, Ms. Larson has previously served on Kuna's Police/Fire Impact Fee Committee.

2.1.4 William Howe, who is a Kuna resident and is appointed as a member that is NOT active in the business of development, building, or real estate. Additionally, Mr. Howe has previously served on Kuna's Park Impact Fee Committee.

2.1.5 Andy Kahl, who is a Kuna resident and is appointed as a member that is NOT active in the business of development, building, or real estate. Additionally, Mr. Kahl has previously served on Kuna's Park Impact Fee Committee.

2.2 Pursuant to Kuna City Code § 2-6-1(c), members of the impact fee advisory committee may be appointed for a one (1) year term, with new appointments to occur in January. Therefore, the above appointees shall serve for the year of 2025, and their terms shall expire the day before the first Regularly Scheduled Kuna City Council Meeting in January, 2026. Members may be reappointed after the expiration of the above term.

Section 3: Directing the City Clerk

3.1 The Clerk is hereby directed to retain this Resolution in the official records of the City and to provide notice to all appointees of their appointment to the Impact Fee Advisory Committee and their duties as committee members as identified in I.C. § 67-8205 and Kuna City Code § 2-6-1.

3.2 The Clerk is directed to promptly transmit a certified copy of this Resolution to the Secretary of the Kuna Rural Fire District in order to provide notice to administrator of the Fire District Impact Fees of the new advisory committee membership.

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 21st of January 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January 2025.

_____

Joe L. Stear, Mayor

ATTEST:

_____

Nathan Stanley, City Clerk

RESOLUTION NO. R05-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NO. R70-2020 AND REAPPOINTING MEMBERS OF THE KUNA ARTS COMMISSION.

WHEREAS, on November 15, 2016, the City Council for Kuna, Idaho established, by resolution, the Kuna Arts Commission; and

WHEREAS, The Commission has bylaws, which were adopted on the 14th of December 2017 which includes "*Article IV Section 1: Officer Terms and Duties"* that limits the maximum term length a Commission Member may serve in a single office to two (2) years; and

WHEREAS, The Commissioners have served for two (2) consecutive years in their current office; and

WHEREAS, These Commissioners are able to continue to serve on the Commission; and

WHEREAS, At the regularly Scheduled Arts Commission meeting on January 9th, 2025 the Arts Commission voted for their officers by majority vote of the Commission at the first meeting of the 2025 calendar year in compliance with their bylaws *"Article IV Section 2."*

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the following persons are appointed to the Kuna Arts Commission, with the following positions, through the first Arts Commission Meeting in 2027:

The Commission now consists of the following persons, with the following positions:

1. Tom Matus, Arts Commission Chair
2. DebAnn Rippy, Arts Commission Vice Chair
3. Dave Lyon, Arts Commission 2nd Vice Chair

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of January 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

RESOLUTION NO. R06-2025
CITY OF KUNA, IDAHO

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

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

Section 1. The *"Park Use Agreement"* with the Kuna Youth Softball and Baseball Association, Inc., in substantially the form as attached hereto as "**EXHIBIT A**" is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of January, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January, 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

PARK USE AGREEMENT
CITY OF KUNA, IDAHO AND KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC.
BERNIE FISHER CITY PARK

This Park Use Agreement (AGREEMENT) is entered into by and between the City of Kuna, Idaho, (CITY), an Idaho municipal corporation and the Kuna Youth Softball and Baseball Association, Inc. (KYSBA) an Idaho general non-profit corporation, jointly referred to herein as the PARTIES.

WHEREAS, CITY owns and maintains Bernie Fisher City Park (PARK) located at Kuna, Idaho; and

WHEREAS, the PARK has certain improvements including baseball fields, excluding the concession stand; and

WHEREAS, KYSBA desires to use the PARK for its baseball clinics, practices and games during specified times of the year; and

WHEREAS, CITY grants KYSBA permission to use the PARK in exchange for certain contributions including maintenance, care, and improvements at the PARK.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. USE: KYSBA agrees to use the PARK for the sole purpose of operating the baseball and softball program to provide athletic opportunities for the children of Kuna, Idaho.

2. RESPONSIBILITIES:

   The CITY Will:

   2.1. Have the PARK field reserved for KYSBA's exclusive use according to the following schedule:

   From March 1 to the third Sunday in July, Monday through Friday after 4:00 PM until dark, and all-day Saturday.

   2.1.A. PARK fields will be unavailable for use by KYSBA or any other organization during a City of Kuna sponsored event April 28th thru May 5th 2025.

   2.2. At all other times individuals and/or groups may use the fields. Groups using the fields must contact the City of Kuna Parks & Recreation Department to ensure fields are available, register for their use, and review and sign the City's Baseball Field Use Agreement, which will include a training on maintaining the fields.

   2.3. Send out a Notice of Intent to Renew this Agreement on or before December 31, as provided for in paragraph 5.

2.4. Maintain the fields including the irrigation system, mowing, and over-seeding during the schedule set by the CITY.

KYSBA Will:

2.5. Operate and manage the youth baseball program, including programs and clinics.

2.6. On or about November 1, provide the City Clerk with the names of the officers for KYSBA for the upcoming year.

2.7. If there is going to be a change in the reserved schedule as provided for in paragraph 2.1, provide the change to the City of Kuna Parks & Recreation Department on or before January 31.

2.8. After January 31, reservations for the fields for unscheduled dates and times, as provided for in paragraph 2.1., will be first come, first served.

2.9. KYSBA may, upon good cause, modify the reserved schedule during the season, however any prior reservation, as provided for in paragraph 2.8, will have priority to use the fields.

2.10. Return the Notice of Intent to Renew acknowledgement by January 31.

2.11. Hire and staff the umpires.

2.12. Ensure that the fields are in presentable and playable condition prior to each use.

2.13. Purchase and apply diamond dust or an equivalent as needed.

2.14. Provide trashcans during KYSBA events, practice and games and keep the area clean.

3. USAGE FEE: There will be no usage fee.

4. TERM: The term of this AGREEMENT shall be March 1, 2025 to January 31, 2026.

5. The City will send out a Notice of Intent to Renew to the KYSBA organization's address of file with the Secretary of State for Idaho and the president of the Board of Directors at the organization's post office box. The Notice of Intent to Renew will allow for the extension of this AGREEMENT for additional one (1) year terms.

6. INSPECTION: KYSBA has inspected and hereby accepts the PARK in the condition at the beginning of this AGREEMENT.

7. ALTERATIONS: KYSBA shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the express written consent of CITY. All fixtures and improvements shall become the property of CITY at no cost to the City at termination or expiration of this AGREEMENT.

8. OTHER REQUIREMENTS: KYSBA shall maintain oversight and control of the participants in its program. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.

9. COMPLIANCE WITH GOVERNING LAW: Each PARTY shall comply with all federal, state and local laws, rules and regulations, now in force or which may hereafter be in force pertaining to the use of the PARK.

10. INDEMNIFICATION: KYSBA shall indemnify, hold harmless and defend the CITY and its elected or appointed officials, employees and agents from and against all liabilities, claims, suits, losses and expenses, including reasonable attorney' s fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of KYSBA, any act or omission of anyone directly or indirectly employed by KYSBA, or any act or omission for which KYSBA may be liable, whether or not it is caused in whole or in part by the party indemnified.

11. INSURANCE: KYSBA shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:

    11.1. Worker's Compensation - in compliance with the state and federal laws, if required.

    11.2. Comprehensive Automobile Liability Policy - a minimum coverage of $1,000,000.00 combined single limits of liability for bodily injuries, death and property damage resulting from anyone occurrence.

    11.3. Comprehensive Premises Liability Policy- a minimum coverage of $1,000,000.00 including the following coverage:

        11.3.1. Premises and operations; and

        11.3.2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and

        11.3.3. Personal injury (with employment and contractual exclusions deleted); and

        11.3.4. Broad Form Property Damages coverage.

    11.4. KYSBA shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this AGREEMENT commence.

11.5. CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.

11.6. All insurance shall be written with a company having an A.M. Best rating of at least the "A" category and size categories of VII.

12. UTILITIES: CITY will provide general field maintenance, including lawn mowing, fertilizing, seeding, irrigation and irrigation system maintenance. Any other utility, including electricity shall be provided by KYSBA.

13. RUBBISH: KYSBA shall be responsible for garbage or refuse removal during its use of the PARK.

14. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK., or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. KYSBA shall have no claim for any loss of use during the period that the PARK. is being repaired.

15. NOTICES: Any notice required or intended to be given to the other PARTY under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), or in lieu of personal service, (b) by way of private courier, such as Federal Express or United Parcel Service addressed to the appropriate party and address as set forth herein, or in lieu of private courier, (c) U.S. Mail, registered, postage prepaid, return receipt requested.

15.1. CITY notice shall be sent to:

City Clerk for the City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho 83634

15.2. KYSBA notice shall be sent to:

Kuna Youth Softball and Baseball Association, Inc.
Post Office Box 449
Kuna, Idaho 83634

16. TERMINATION: Either Party reserves the right to terminate this AGREEMENT by providing written notice of its election to terminate to the other Party at least sixty (60) days prior to the date of termination.

17. ASSIGNMENT: This AGREEMENT is not assignable without the written consent of CITY.

18. WAIVER: No failure of the CITY to enforce any term hereof shall be deemed to be a waiver.

19. ENTIRE AGREEMENT: This AGREEMENT contains the entire agreement between the parties and may be modified only by an addendum to this AGREEMENT or by a new AGREEMENT in writing, signed by CITY and KYSBA.

20. ATTORNEY'S FEES: In the event of any controversy, claim or action being made, filed or, instituted between the PARTIES to this AGREEMENT to enforce the terms and conditions of this Agreement or any of the other documents to be executed hereunder or arising from the breach of any provision hereof, the award of attorney fees and costs and expenses is governed by Idaho Code Section 12-117 (1) and (2).

In witness whereof, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF KUNA, IDAHO

Dated this _____ day of _____, _2025_____.

BY: _____
Joe L. Stear, Mayor

ATTEST:

Dated this _____ day of _____, _2025_____.

BY: _____
Nathan Stanley, City Clerk

KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC.

Dated this 13th day of January, _2025_____.

BY: _____
Andy Riley, President

RESOLUTION NO. R07-2025

CITY OF KUNA, IDAHO

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

- **SETTING FORTH CERTAIN PURPOSES;**
- **AUTHORIZING THE MAYOR TO EXECUTE THE PURCHSE AND SALE AGREEMENT BETWEEN THE CITY OF KUNA AND DURRANT HOME PLACE, LLC**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE**

.**Section 1. Findings**

The City Council of the City of Kuna finds that it is in the best interest of the City of Kuna to enter into a Purchase and Sale Agreement with Durrant Home Place, LLC for the reasons stated therein.

1.1 The City desires to obtain and Temporary Construction Easement and a permanent easement across and through portions of real property owned by Durrant Home Place, LLC for the purpose of constructing, locating and maintaining an underground wastewater trunkline that will convey wastewater to the Northwest Wastewater Treatment Plant

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

Section 2. Authority

The Mayor is hereby authorized to execute the "Purchase and Sale Agreement", by and between the City of Kuna and Durrant Home Place, LLC, a copy of the agreement is attached hereto marked **"EXHIBIT A",**subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City's performance of its obligations under the Purchase and Sale Agreement.

Section 3. Directing the City Clerk

The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to Durrant Home Place LLC.

Section 4. Effective Date

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

PASSED BY THE COUNCIL of Kuna Idaho this 21st day of January, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January, 2025.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

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

MEMO

Date: January 21, 2025

To: Kuna City Council

RE: Authorize Mayor to Execute Purchase & Sale Agreement with Durrant Home Place, LLC for Mason Creek Trunkline Project

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City Council Members,

In March of 2023, the City of Kuna provided written notice to Durrant Home Place, LLC of its desire to acquire permanent and temporary construction easements on and through property they owned for the construction of the Mason Creek gravity sewer trunkline, as designed in the approved City of Kuna Wastewater Master Plan.

Following the notice, the City and Durrants engaged in extensive negotiations for the purchase and sale of the easements, which culminated in the preparation of the agreement.

The agreement covers several key points:

- Payment for permanent and temporary construction easements in the total of $156,312.50
- Payment for the disruption of crops and anticipated reduction in yield in the total of $143,776.30
- Removal of the property located at 6820 S Ten Mile Rd. from Kuna City limits
- Upgrades to the irrigation pivot equipment
- Reiterations of agreements in the 2006 Purchase and Sale agreement with Durrant family made when the City purchased the property where the Northwest Treatment plant was constructed
- Update to the terms related to the ground lease between the City and Big D Ranch for a portion of the NWTP parcel
- Specific conditions related to the construction of the project including technical specifications, soil analysis, communication with Durrants during the planning and construction phases of the project and requirements to be made with contractors after they are selected

City staff would like to thank the Durrant family for their collaboration and willingness to work through the various complexities of the agreement that is before you this evening. Their ability to address matters professionally and constructively to reach solutions has been appreciated and we look forward to working with them as this project continues.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered by and between the City of Kuna, Idaho ("Buyer"), a municipal corporation of the State of Idaho, and Durrant Home Place, LLC ("Seller"), an Idaho limited liability company. Buyer and Seller may be collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

1. Buyer owns and operates a wastewater treatment and conveyance system (the "System") pursuant to its municipal corporate authority.

2. The System is comprised of various components, including wastewater treatment facilities and a network of pipes and pumps which convey wastewater to and from the treatment facilities.

3. The System includes a treatment facility known as the "North Wastewater Treatment Plant" (the "NWTP") that is located immediately adjacent to real property owned by the Seller.

4. The real property underlying the NWTP is located at the mailing address 6950 S. Ten Mile Rd., Meridian, Idaho 83642, and is also known as Ada County Assessor's Parcel S1302233730 (the "NWTP Parcel").

5. Buyer desires to obtain a Temporary Construction Easement and Permanent Easement (collectively referred to herein as the "Easements") across and through portions of Seller's real property for the purpose of constructing, locating, and maintaining an underground wastewater trunkline that will convey wastewater to the NWTP.

6. The legal description for the lands to be burdened by the Easements are set forth in Exhibit A (Permanent Easement) and Exhibit B (Temporary Construction Easements) (collectively the "Burdened Area"), attached hereto and incorporated by this reference.

7. In March of 2023, Buyer provided written notice to the Seller of its desire to acquire the Easements, which notice included an Advice of Rights form in accordance with I.C. § 7-711 and 7-711A.

8. Following the notice, the Parties engaged in extensive negotiations for the purchase and sale of the Easements, which culminated in the preparation of this Agreement, wherein Buyer agrees to purchase, and Seller agrees to sell, easement rights according to the terms herein.

NOW THEREFORE, in light of the recitals set forth above, which are a material part of this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1
CONSIDERATION AND CONVEYANCE OF EASEMENTS

1.1 Purchase and Sale: Buyer hereby agrees to purchase, and Seller agrees to sell (1) a Permanent Easement substantially in the form attached hereto as Exhibit C, and (2) a Temporary Construction Easement substantially in the form attached hereto as Exhibit D pursuant to the terms set forth herein.

1.2 Payments from Buyer to Seller:

1.2.1 Payment for Easements: Buyer agrees to pay to Seller the sum of $143,437.50 to purchase the Permanent Easement, and further agrees to pay the sum of $12,875.00 for the purchase of the Temporary Construction Easement. Therefore, the total payment for acquisition of Easements shall be $156,312.50.

1.2.2 Payment for Disruption of Crops: Following the acquisition of the Easements Buyer intends to promptly proceed to construct and install the wastewater trunkline in the Burdened Area. Notably, the Burdened Area is a cultivated field that is irrigated by a pivot line. It is anticipated by the Parties that the Buyers construction activities will disrupt Seller's farming activities on approximately 32.84 acres of land for one (1) full farming season. After completion of construction, the Parties anticipate the construction activities in the Burdened Area (approximately 5.99 acres of land) will change the soil composition, and such change is probable to negatively impact crop yields within the Burdened Area for approximately four (4) seasons after construction. Therefore, the Seller agrees to compensate Seller for such crop disruption as follows: $95,748.30 for one (1) year of complete crop disruption on approximately 32.84 acres; and (2) $48,028.00 for four (4) years of anticipated reduced crop yields on approximately 5.99 acres. Therefore, the total payment for crop disruption shall be $143,776.30.

1.2.3 Total Combined Payment: The total payment due from Buyer to Seller under this section 1.2 (i.e. the combined totals from paragraphs 1.2.1 and 1.2.2) is **$300,088.80**.

1.3 Other Consideration: In addition to the payments set forth above, Buyer agrees to provide the following 'Other Consideration' for acquisition of the Permanent Easement and Temporary Construction Easement:

1.3.1 Remove Seller Owned Property from City Limits: Buyer agrees to the removal of a certain parcel of real property owned by Seller from the City limits (e.g. Buyer agrees to 'de-annex' the property), thereby effectively returning the parcel to Ada County's jurisdiction. The property at issue is approximately 1.18 acres and located at 6820 S. Ten Mile Rd. This property is also known as Ada County Assessor Parcel No. 1302233715. Fees and costs associated with the process of removing this property from City limits shall be borne by Buyer. Provided, the Parties

acknowledged that such action may be subject to approvals by Ada County as the receiving jurisdiction, and Buyer shall not be liable for actions by Ada County that may prevent this action from proceeding.

1.3.1.1 Commencing Removal: The process to remove the property identified above from City limits shall commence within thirty (30) days of the date that the Easements are recorded in the records of the Ada County Recorder's Office.

1.3.2 Upgrade Irrigation Pivot: Buyer shall pay the cost to upgrade an irrigation pivot owned by Seller that irrigates the lands impacted by the Easements. The upgrade required by this clause is to add an 'auto reverse stops' feature to the Pivot. It is the understanding of the Parties that they each presently use the same vendor for completing maintenance on their respective irrigation equipment. Therefore, the intent of this provision is that such vendor will be utilized to complete the required upgrade work on Seller's pivot, and the costs will be covered by the Buyer. In the event a different vendor is needed to complete the required work, Seller must identify three (3) vendors capable of upgrading the irrigation pivot as required, and provide such estimates to the Buyer. Buyer shall then have authority to select the vendor to make such upgrades. Buyer grants no warranty for the upgrades, and Seller shall look to the vendor as their sole remedy for any performance or warranty issues that may arise related to the upgrade.

1.3.3 Pre-Construction Conditions: Prior to commencement of construction of the trunkline in the Burdened Area, Buyer agrees to the following conditions:

1.3.3.1 Soil Analysis: Buyer will obtain a soil analysis of soils within the Burdened Area. The results of this analysis will be delivered to Seller.

1.3.3.2 Pre-Construction Meeting: A representative of the Seller will be invited to attend the pre-construction meeting that occurs between Buyer and its yet to be retained contractor.

1.3.3.3 Drainage Pond: There is a small pond located near the eastern boundary line of Ada County Assessor Parcels S1302314800 & S1302244650 (the pond crosses/straddles the boundary line between these two parcels). Portions of the trunkline will be constructed within these parcels. The pond presently catches excess irrigation water from property owned by Seller If the pond size is decreased, a buried pipe will need to be added to drain water northward into Mason Creek to prevent overfilling and flooding. Prior to construction, representatives of Seller will be provided an opportunity to walk the site with Buyer's representative in order to discuss and develop an appropriate solution for ensuring this pond's continued performance. In the event Buyer's construction activities negatively impact this pond's function, Buyer shall rectify such impacts at Buyer's cost to ensure the pond continues to perform as designed and

intended prior to construction. This may include redesigning the pond. The intent of this provision is to avoid changes to the pond and drainage system that may result in overflow of the pond, or flooding the lands around the pond.

1.3.4 Conditions on Trunkline Construction:

1.3.4.1 Location of Trunkline: The constructed trunkline will be constructed in the location and pattern detailed in the construction drawings attached hereto as Exhibit E. The intent behind the design drawings is that the trunkline be located as near to Mason Creek as is feasible and to mirror the shape/pattern of Mason Creek as nearly as is practicable. Considerations impacting the design and location include the following: (1) access to the trunkline for future maintenance; (2) respecting statutory irrigation easement rights of the irrigation company or district that utilizes Mason Creek as a drain; and (3) engineering considerations related to the performance of the trunkline, including but not limited the efficiency of flow of waste through the trunkline, and avoiding harsh turns in the trunkline that could lead to clogs in such line.

1.3.4.2 Location of Manholes: It is anticipated that the constructed trunkline will include multiple manholes that will allow Buyer to access the trunkline for maintenance purposes in the future. Buyer commits that the manholes will be located as illustrated in Exhibit E. Additionally, Buyer agrees that the manholes while be constructed in a manner that such manholes can be buried below multiple feet of soil so that the manholes do not interfere with farming activities of the Seller following construction, including farming activities which utilize heavy equipment to penetrate and till the soil above the trunkline and manholes.

1.3.4.3 Approval of Construction Agreement with Contractor: When entering a contract with a qualified contractor to construct the trunkline in the Burdened Area, Seller shall be required to include the following in said contract:

1.3.4.3.1 Time frames for commencement and substantial completion of construction; whereas construction shall not commence prior to completion of fall harvest, or December 1st, whichever comes first. Construction activities shall be completed by the following October 1 of the subsequent calendar year to limit impact to farming to a single growing season.

1.3.4.3.2 Buyer will include provisions related to soil mitigation, spoiled soil, and replacement soil in its bid solicitation documents made available to contractors interested in constructing the trunk line to solicit bids; specifically that a

minimum of 18" of topsoil will be retained and replaced, or backfilled with like kind free of noxious weeds, as verified through soil analysis, to minimize negative impact to soil viability for farming.

1.3.4.3.3 Buyer will include provisions requiring contractors to avoid harm to Seller's property outside the construction easement, to return the disturbed property to its original condition following completion, to pay for any damages to Seller's property caused by contractor, to protect and indemnify Seller for any damages contractor causes to any third party or third-party property, and to have insurance covering contractor's liabilities.

1.3.4.3.4 Buyer will include provisions related to weed control, dust control, and trash accumulation in its bid solicitation documents made available to contractors interested in constructing the trunk line to solicit bids;

1.3.4.3.5 Buyer will include provisions prohibiting smoking, vaping, or drug use by contractors, or their employees or agents, within the Burdened Area in its bid solicitation documents made available to contractors interested in constructing the trunk line to solicit bids; and

1.3.4.3.6 Provisions identifying a representative for each the Buyer and Seller for communicating and addressing issues that arise during the course of construction.

1.3.4.3.7 Buyer will include provisions related to backfill material, that no trash, wood, plastic, or debris will be placed in trench during backfill.

1.3.4.4 Buyer will not install, nor cause to be installed, any permanent above ground utility markers in the Burdened Area that will interfere with Seller's farming activities.

1.3.5 Post Construction.

1.3.5.1 Soil Analysis: Buyer will obtain an updated soil analysis of soils within the Burdened Area. The results of this analysis will be delivered to Buyer to ensure requirements of 1.3.4.3.2 above have been met.

1.3.5.2 After the fifth growing season has concluded post completion of construction, a review of the burdened ground will be performed to ensure conditions as related to farming productivity have returned to pre-construction conditions.

1.3.6 Reiteration of Clause from Prior PSA: On the 17th of May, 2006, Buyer entered a purchase and sale agreement with the following individuals: Kenneth Lynn Durrant and Teri L. Durrant, a married couple; and David R. Durrant and Lydia Ann Durrant, a married couple. Buyer acquired title the real property where the NWTP is located pursuant to the May 17, 2006 purchase and sale agreement. The May 17, 2006 purchase and sale agreement includes the following language at section 6.2: "**Design of Structures.** Each of the Sellers shall be consulted on the design of Structures Buyer intends on constructing on the Property, but only so long as each Seller owns land adjacent to the Property." The Parties reiterate this language here, and Buyer acknowledges its obligation to abide by such term from the May 17, 2006 purchase and sale agreement as it relates to the property underlying the NWTP and the parties to such agreement.

1.3.7 Ground Lease to Portions of NWTP Parcel: Buyer has a lease agreement with Big D Ranch, Inc. (the "Ranch"), an Idaho general business corporation, which permits the Ranch to utilize certain portions of the NWTP Parcel for farming and livestock grazing. The portions of the NWTP leased by Ranch are depicted in Exhibit F and are approximately 3.8 acres of farm land (labeled Parcel A in Exhibit F) and .50 acres of grazing land (labeled Parcel B in Exhibit F). Exhibit F is not a survey image, and therefore only approximates the relevant boundaries. Prior to entry of this Agreement, the Ranch has entered multiple consecutive lease agreements with Buyer which have enabled it to use such lands as set forth in the lease. The rent owed by the Ranch to the Buyer under such agreements has been $1,200.00 per year. Moving forward, Buyer agrees that the annual rent on any subsequent leases entered with the Ranch for those lands shall be $1.00 per year. Buyer further agrees that it will continue to offer leases to the Ranch until such time that Buyer determines it is necessary to utilize the land for its own purposes, such as expansion or modification of the NWTP. For the duration of construction of the Mason Creek Trunk Line that runs through Seller's property, the leased land depicted in Parcel A (Exhibit F) will be utilized by the Buyer and not available for lease. Upon completion of construction, leasing of Parcel A can resume.. Provided, this provision does not obligate the Buyer to offer subsequent leases for any number of years, but only ensures the annual rent on any leases actually offered and entered does not exceed $1.00 annually.

SECTION 2
CLOSING, CONVEYANCE OF EASEMENTS, AND POST CLOSING

2.1 Conveyance of Easements: In exchange for the Payments and Other Consideration set forth in Sections 1.3 and 1.4 above, Seller agrees to convey to Buyer the Easements by executing easement agreements substantially in the form attached hereto as Exhibits C and D. Further, Seller must execute these easement agreements contemporaneously with, or as close in time as possible to, receipt of the Payments specified in Section 1.3. In no event shall the Easements be signed any later than seven (7) days after this Agreement is executed by both Parties. The Other Consideration set forth in Section 1.4 will not be

completed/provided before conveyance of the Easements because such consideration requires performance by one or both Parties associated with trunkline construction activities. Therefore, it is an impossibility to perform the acts required by Section 1.4 without first conveying the Easements to Seller to enable it to move forward with construction.

2.2 Exercising 'Other Consideration' Rights: Pursuant to the Other Consideration granted by Section 1.4 of this Agreement, Seller will have certain rights that survive beyond the closing date of this Agreement and impact construction of the trunkline. Seller agrees that it shall not exercise such rights unreasonably, or refuse to exercise rights where required, and thereby interfere with, or attempt to prevent, construction of the trunkline. Seller shall similarly not exercise such rights in a manner that otherwise intentionally and wrongfully interferes with the easement rights granted to Buyer through the Easements. Should Seller violate this provision, it agrees to reimburse to Buyer all payments received from Buyer pursuant to this Agreement, plus interest at the statutory rate of interest as set forth In Idaho Code § 28-22-104. Further, Seller shall be obligated to pay to Buyer all costs incurred by Buyer in pursuit of trunkline construction, including but not necessarily limited to legal costs, engineering/design costs, and construction costs.

2.3 Recording: Upon execution of the Easements by both Parties, Buyer shall be authorized to promptly record the executed Easements with the Ada County Recorder's Office, and thereby burden Seller's property with the easement rights granted therein.

SECTION 3
GENERAL TERMS

3.1 Duration. This Agreement becomes effective on the Effective Date. The Agreement shall generally be considered performed upon receipt of Payment from Buyer to Seller and subsequent recording of the executed Easements. Provided, the rights granted to Seller in Section 1.4 will survive during the course of construction of the trunkline, and such rights will extinguish, and this Agreement will be entirely completed, upon delivery of the final soil analysis results to Seller as contemplated by Section 1.4.5.1.

3.2 Entire Agreement. This Agreement, including any Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily

responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized.

3.3 **Governing Law**. This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho. Any action brought in connection with this Agreement shall be brought exclusively in the District Court of the Fourth Judicial District of Idaho, in and for Ada County.

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

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

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

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

3.8 **Waivers**. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party

and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

3.9 Severability. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provision shall nevertheless be enforceable and carried into effect.

3.10 Amendment. Any amendment, alteration or modification of this Agreement, shall be in writing and in the form of an amended and restated Agreement duly executed by the Parties hereto.

3.11 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.

3.12 Counterparts: This Agreement may be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an original.

3.13 Certification Regarding Anti-Boycott of Israel. Pursuant to Idaho Code § 67-2346, Seller certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Isarel or territories under its control.

3.14 Certification Regarding Ownership and Operation. Pursuant to I.C. § 67-2359, Seller certifies that it is not currently owned or operated by the government of China, and will not, for the duration of this contract, be owned or operated by the government of China.

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, execute this Agreement to be effective on the on the last date signed by either Party below. (signatures on following page)

Buyer: City of Kuna, Idaho **Seller:** Durrant Home Place, LLC

_____	_____
Joe Stear, Mayor	By:_____
Dated:_____	Dated:_____

Attest:

_____
Nathan Stanley, City Clerk
Dated:_____

EXHIBIT A

Legal description for Permanent Easement

June 6, 2024
Project No.: 22-219
Mason Creek Sewer Phase 1
Permanent Easement
Legal Description

Exhibit A

A parcel of land for a permanent easement being situated in the West 1/2 of Section 2, Township 2 North, Range 1 West, B.M., Ada County, Idaho being more particularly described as follows:

BEGINNING at an aluminum cap marking the Center 1/4 corner of said Section 2, which bears N00°04'25"W a distance of 2,664.98 feet from an aluminum cap marking the South 1/4 corner of said Section 2, thence following the easterly line of said West 1/2, S00°04'25"E a distance of 39.00 feet;
Thence leaving said easterly line, N89°28'35"W a distance of 30.00 feet;
Thence N00°04'25"W a distance of 38.69 feet;
Thence N00°04'20"W a distance of 521.02 feet;
Thence N66°16'32"W a distance of 301.96 feet;
Thence N25°35'08"W a distance of 341.44 feet;
Thence N67°38'47"W a distance of 408.31 feet;
Thence N88°13'48"W a distance of 590.97 feet;
Thence N00°08'04"W a distance of 30.02 feet;
Thence S88°13'48"E a distance of 597.42 feet;
Thence S67°38'47"E a distance of 425.30 feet;
Thence S25°35'08"E a distance of 341.85 feet;
Thence S66°16'32"E a distance of 310.39 feet to the easterly line of said West 1/2;
Thence following said easterly line, S00°04'20"E a distance of 540.57 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 1.535 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



EXHIBIT B

Legal Description for Temporary Construction Easement

July 6, 2024
Project No.: 22-219
Mason Creek Sewer Phase 1
Temporary Easement
Legal Description

Exhibit A

A parcel of land for a temporary easement being situated in the West 1/2 of Section 2, Township 2 North, Range 1 West, B.M., Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Center 1/4 corner of said Section 2, which bears N00°04'25"W a distance of 2,664.98 feet from an aluminum cap marking the South 1/4 corner of said Section 2, thence following the easterly line of said West 1/2, S00°04'25"E a distance of 39.00 feet to the **POINT OF BEGINNING**.

Thence following said easterly line, S00°04'25"E a distance of 20.00 feet;
Thence leaving said easterly line, N89°28'35"W a distance of 50.00 feet;
Thence N00°04'25"W a distance of 58.48 feet;
Thence N00°04'20"W a distance of 507.98 feet;
Thence N66°16'32"W a distance of 296.34 feet;
Thence N25°35'08"W a distance of 341.16 feet;
Thence N67°38'48"W a distance of 396.99 feet;
Thence N88°13'48"W a distance of 586.67 feet;
Thence N00°08'04"W a distance of 20.01 feet;
Thence S88°13'48"E a distance of 590.97 feet;
Thence S67°38'47"E a distance of 408.31 feet;
Thence S25°35'08"E a distance of 341.44 feet;
Thence S66°16'32"E a distance of 301.96 feet;
Thence S00°04'20"E a distance of 521.02 feet;
Thence S00°04'25"E a distance of 38.69 feet;
Thence S89°28'35"E a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 1.026 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



EXHIBIT C

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

White, Peterson, Gigray & Nichols, P.A.
Marc J. Bybee
5700 E. Franklin Rd., Suite 200
Nampa, Idaho 83687-7901

Space Above Line for Recorder's Use Only

PERMANENT UTILITY EASEMENT AGREEMENT

This Permanent Utility Easement Agreement ("Agreement") is made effective as of the _____ day of _____, 2024, by and between the City of Kuna, Idaho ("Grantee"), a municipal corporation of the State of Idaho, and Durrant Home Place, LLC ("Grantor"), an Idaho limited liability company. Grantor and Grantee may be collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

1. Grantee owns and operates a wastewater treatment and conveyance system (the "System") pursuant to its municipal corporate authority.

2. The System is comprised of various components, including wastewater treatment facilities and a network of pipes and pumps which convey wastewater to and from the treatment facilities.

3. The System includes a treatment facility known as the "North Wastewater Treatment Plant" (the "NWTP") that is located immediately adjacent to real property owned by the Grantor.

4. Grantee desires to obtain utility easement rights across and through the portion of the Grantor's real property described in Exhibit A (the "Burdened Area") for the purpose of constructing, locating, operating, and maintaining an underground wastewater trunkline that will convey wastewater to the NWTP.

NOW THEREFORE, in light of the recitals set forth above, which are a material part of this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1
GRANT OF EASEMENT AND RESERVATION OF RIGHTS

1.1 Grant of Easement: Grantor hereby grants unto Grantee a permanent easement to the Burdened Area to authorize, permit, and allow the Grantee to construct, locate, operate, and maintain utilities, and in particular an underground thirty-six (36) inch diameter sewer trunkline and related facilities. Utilities and related facilities constructed in the Burdened Area shall remain in place as constructed or installed for their intended purpose and shall not be removed, relocated, or otherwise disturbed by Grantor, its successors and assigns, without prior approval of Grantee. Grantee and its agents or transferees shall have the right to perform any maintenance Grantee deems necessary in connection with the aforesaid facilities (including by not restricted to the right to make necessary repairs, alterations, removals, or replacements thereof), together with the right and privileged of ingress and egress to and from the Burdened Area for such purposes.

1.2 Runs with the Land: The rights granted through this Agreement shall be a burden upon the Burdened Area and run with the land. Therefore, this Agreement shall bind each Party's respective successors, assigns, or heirs, and shall be recorded as a matter of recorded in the real property records of Ada County, Idaho.

1.3 Limit on Surface Rights: Grantee agrees that in exercising the rights granted herein, it will not construct any permanent fixtures or roadways at or above ground level within the Burdened Area. Grantee acknowledges that the Burdened Area, as well as lands immediately adjacent thereto, are active farmlands utilized by Grantor, and therefore will not exercise its easement rights in a manner that prevent Grantor from continuing to engage in such farming activities.

1.4 Grantor Reservation: Grantor reserves unto themselves the rights of an owner to the Burdened Area, subject only to the rights granted herein to Grantee, including the right to farm the land subject to this easement.

1.5 Maintenance Work: Grantee shall provide reasonable notice to Grantor of its intent to complete maintenance work on the trunkline in the Burdened Area, and shall endeavor to complete the work during seasons that will be the least disruptive to Grantee's farming activities. Grantor agrees to work in good faith with Grantee on scheduling and allowing for maintenance work to be completed. However, in the event of an emergency situation (e.g. trunkline failure or damage), the Parties agree that it is in both of their interest that maintenance and repair work be completed promptly and advance notice shall not be required by Grantee before completing emergency maintenance or repairs. In the event maintenance work disrupts crops or Grantor's farming activities, Grantee will be liable to Grantor for such disruption and damages.

1.6 Repair of Burdened Area: Grantee shall promptly repair any damage to the Burdened Area caused by its construction or maintenance activities and shall restore the condition of the Burdened Area to (as nearly as practicable) the condition it was in prior to such damage, which obligation shall include but not be limited to filling, grading, and compacting soil and similar activities. Grantee shall promptly backfill all excavations related to the laying, constructing, repairing, installing, or maintaining the trunkline or related facilities in the Burdened Area.

SECTION 2
MISCELLANEOUS

2.1 **Grantor/Grantee Liability:** Grantor shall not be liable for any damage to, or loss of property or equipment sustained by Grantee within the Burdened Area, except in the event such damage is the result of the intentional, reckless, or gross negligent conduct of Grantor or its agents. Except as required by sections 1.3, 1.5 and 1.6 above, Grantee shall not be liable for any damages or loss sustained by Grantor within the Burdened Area unless such damage is the result of the intentional, reckless, or gross negligent conduct of Grantee or its agents, particularly related to its activities to operate and maintain the trunkline within the Burdened Area.

2.2 **Amendments:** This Agreement may be Amended upon the mutual agreement of the Parties in writing. Provided, any such amendments must in the form of a restated and amended agreement which expressly states that it restates, amends, and replaces this Agreement, and must be recorded in the Office of the Ada County Recorder to be effective. Unwritten amendments shall be of no legal effect. Further written amendments that do not comply with the terms of this provision shall be of no legal effect.

2.3 **Recitals and Exhibits:** The recitals and exhibits contained herein are incorporated in this Agreement by this reference. However, in the event of any conflict between such recitals and/or exhibits and the terms and conditions of this Agreement, this Agreement shall control.

2.4 **Governing Law:** This Agreement shall be governed by and interpreted pursuant to the laws of the state of Idaho. Should a dispute arise by and among the Parties related to this Agreement or enforcement of any term herein, venue for such suit shall be proper in the District Court of the Fourth Judicial District of the State of Idaho, in and for Ada County.

2.5 **Severability**: If any term or provision of this Agreement or the application of it to any person or circumstance to any extent shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

2.6 **Authority**: Both Parties represent and warrant that they have the authority to execute this Agreement and that the signature by the executing Party creates the binding and enforceable obligation of such Party. Further, the individuals signing this Agreement on behalf of each Party warrant that they possess authority to sign on behalf of their respective Party.

2.7 **Attorneys' Fees**: If any suit, action, or proceeding is brought by either Party against the other Party in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing Party shall be entitled to recover from the other Party

its reasonable out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the prosecution or defense of the suit, action, or proceeding.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date hereinabove provided.

GRANTOR:

_____
By:_____
Title: _____
Date: _____

STATE OF IDAHO)
) ss.
County of _____)

I, _____, a notary public, do hereby certify that on this ____ day of_____, 2024, personally appeared before me, _____, known or identified to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

_____
Notary Public for Idaho
My Commission Expires: _____

Grantee:

_____
Joe Stear, Mayor of the City of Kuna
Date: _____

ATTEST:

_____
Nathan Stanley, Clerk the City of Kuna
Date: _____

STATE OF IDAHO)

) ss.
County of _____)

I, _____, a notary public, do hereby certify that on this ____ day of_____, 2024, personally appeared before me, Joe Stear and Nathan Stanley, Mayor and City Clerk of the City of Kuna, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

_____
Notary Public for Idaho

My Commission Expires: _____

EXHIBIT A

Insert Legal Description for Burdened Area

EXHIBIT D

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

White, Peterson, Gigray & Nichols, P.A.
Marc J. Bybee
5700 E. Franklin Rd., Suite 200
Nampa, Idaho 83687-7901

Space Above Line for Recorder's Use Only

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made effective as of the _____ day of _____, 2024, by and between the City of Kuna, Idaho ("Grantee"), a municipal corporation of the State of Idaho, and Durrant Home Place, LLC ("Grantor"), an Idaho limited liability company. Grantor and Grantee may be collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

5. Contemporaneous with negotiating and entering this Agreement, Grantor and Grantee negotiated and entered a Permanent Utility Easement Agreement that empowered Grantee to construct and permanently locate a thirty-six (36) inch diameter sewer trunkline on property owned by Grantor.

6. In order to construct the referenced trunkline, Grantee temporarily will need to use additional lands owned by Grantor in order to have adequate space to complete construction.

7. It is the intent of the Parties through Agreement for Grantor to grant unto Grantee temporary easement rights to the portion of real property legally described in **Exhibit A** (the "Temporarily Burdened Area"), which will allow Grantee the complete use of the Burdened Area during the course of construction of the sewer trunkline.

NOW THEREFORE, in light of the recitals set forth above, which are a material part of this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1
GRANT OF EASEMENT AND RESERVATION OF RIGHTS

1.7 Grant of Easement: Grantor hereby grants unto Grantee a temporary construction easement that shall permit Grantor and its agents to temporarily occupy the Burdened Lands for the purpose of constructing and installing an underground thirty-six (36) inch

diameter sewer trunkline and related facilities within lands burdened by the Permanent Easement referred to in Recital 1 and executed cotemporaneous to this Agreement.

1.8 Duration: This Easement shall be effective on the date signed by both Parties, and shall automatically terminate upon completion of construction of the referenced trunkline. In order to avoid any confusion or dispute regarding the duration of this Agreement and it's termination, Grantee shall record a notice of termination of this Agreement following completion of the trunkline.

1.9 Run with the Land: The rights granted through this Agreement shall be a burden upon the Burdened Area and run with the land. Therefore, this Agreement shall bind each Party's respective successors, assigns, or heirs, and shall be recorded as a matter of recorded in the real property records of Ada County, Idaho.

1.10 Grantor Reservation: Grantor reserves unto themselves the rights of an owner to the Burdened Area, subject only to the rights granted herein to Grantee.

1.11 Repair of Burdened Area: Grantee shall promptly repair any damage to the Burdened Area caused by its trunkline construction activities and shall restore the condition of the Burdened Area to (as nearly as practicable) the condition it was in prior to such damage, which obligation shall include but not be limited to filling, grading, and compacting soil and similar activities.

SECTION 2
MISCELLANEOUS

2.8 Grantor/Grantee Liability: Grantor shall not be liable for any damage to, or loss of property or equipment sustained by Grantee within the Burdened Area, except in the event such damage is the result of the intentional, reckless, or gross negligent conduct of Grantor or its agents. Similarly, Grantee shall not be liable for any damages or loss sustained by Grantor within the Burdened Area, except in the event such damage is the result of the intentional, reckless, or gross negligent conduct of Grantee or its agents, particularly related to its activities to operate and maintain the trunkline within the Burdened Area.

2.9 Amendments: This Agreement may be Amended upon the mutual agreement of the Parties in writing. Provided, any such amendments must in the form of a restated and amended agreement which expressly states that it restates, amends, and replaces this Agreement, and must be recorded in the Office of the Ada County Recorder to be effective. Unwritten amendments shall be of no legal effect. Further written amendments that do not comply with the terms of this provision shall be of no legal effect.

2.10 Recitals and Exhibits: The recitals and exhibits contained herein are incorporated in this Agreement by this reference. However, in the event of any conflict between such recitals and/or exhibits and the terms and conditions of this Agreement, this Agreement shall control.

2.11 **Governing Law:** This Agreement shall be governed by and interpreted pursuant to the laws of the state of Idaho. Should a dispute arise by and among the Parties related to this Agreement or enforcement of any term herein, venue for such suit shall be proper in the District Court of the Fourth Judicial District of the State of Idaho, in and for Ada County.

2.12 **Severability**: If any term or provision of this Agreement or the application of it to any person or circumstance to any extent shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

2.13 **Authority**: Both Parties represent and warrant that they have the authority to execute this Agreement and that the signature by the executing Party creates the binding and enforceable obligation of such Party. Further, the individuals signing this Agreement on behalf of each Party warrant that they possess authority to sign on behalf of their respective Party.

2.14 **Attorneys' Fees**: If any suit, action, or proceeding is brought by either Party against the other Party in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing Party shall be entitled to recover from the other Party its reasonable out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the prosecution or defense of the suit, action, or proceeding.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date hereinabove provided.

GRANTOR:

_____

By:_____
Title: _____
Date: _____

STATE OF IDAHO)
) ss.
County of _____)

I, _____, a notary public, do hereby certify that on this ____ day of_____, 2024, personally appeared before me, _____, known or identified to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

_____
Notary Public for Idaho
My Commission Expires: _____

Grantee:

_____
Joe Stear, Mayor of the City of Kuna
Date: _____

ATTEST:

_____
Nathan Stanley, Clerk the City of Kuna
Date: _____

STATE OF IDAHO)
) ss.
County of _____)

I, _____, a notary public, do hereby certify that on this ____ day of_____, 2024, personally appeared before me, Joe Stear and Nathan Stanley, Mayor and City Clerk of the City of Kuna, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

_____
Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

Insert Legal Description for Burdened Area

EXHIBIT E

Trunkline Construction Drawings

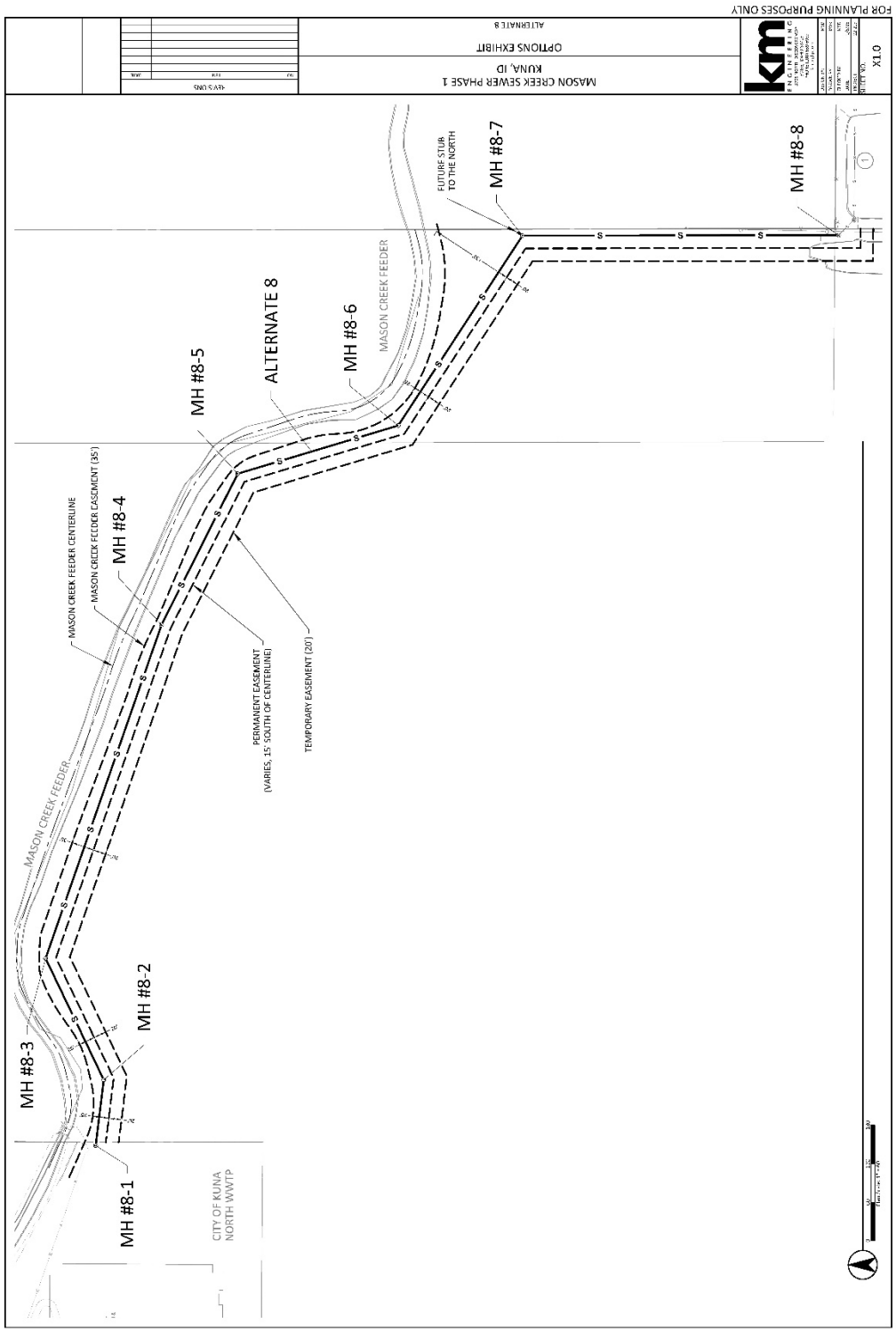
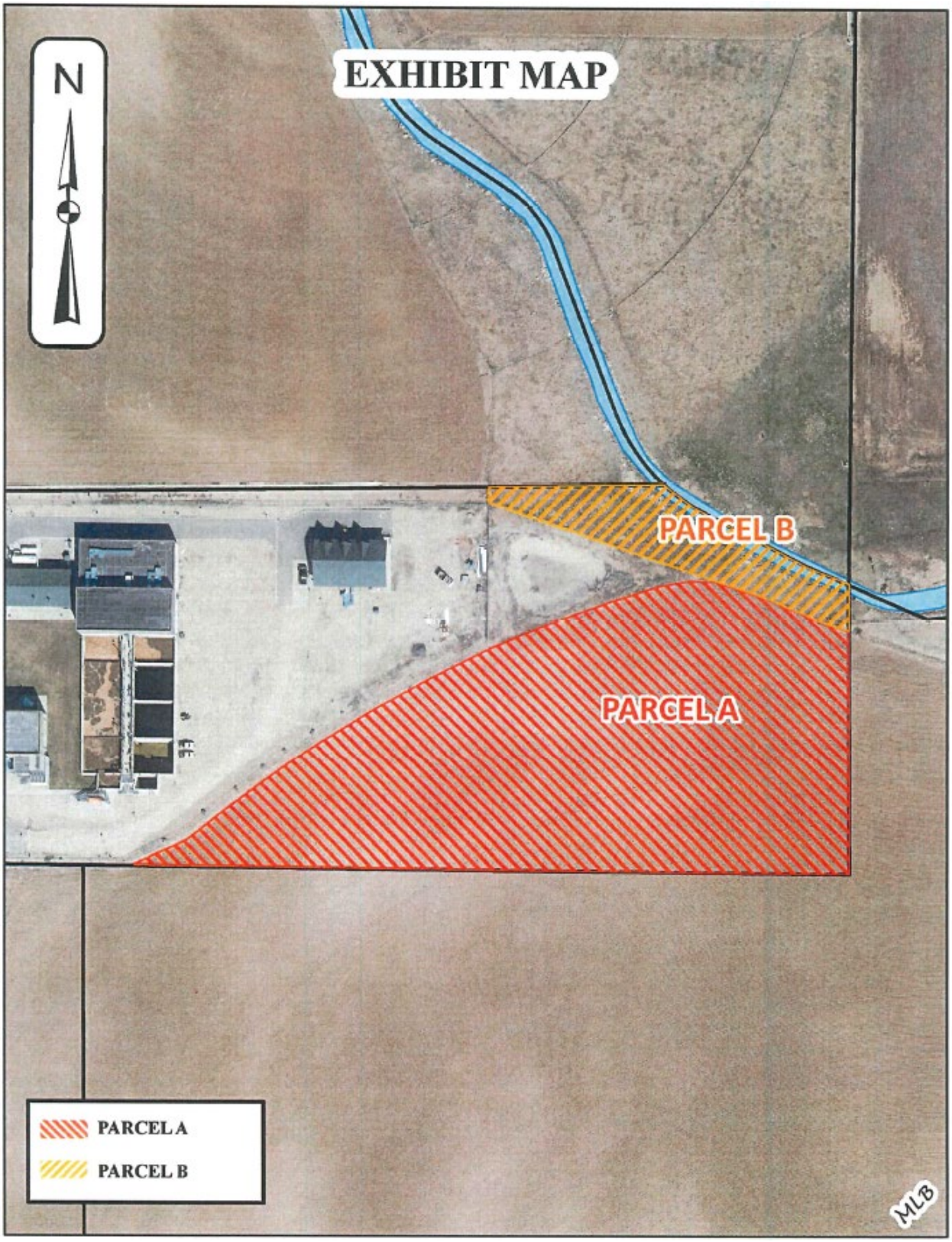


EXHIBIT F



RESOLUTION NO. R08-2025

KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2025 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R08-2025.

WHEREAS, the City of Kuna, Idaho adopted Resolution No. R08-2025, on January 21, 2025, which provides for certain City of Kuna, Idaho officials to exercise the authority to sign for banking services on behalf of the City of Kuna, Idaho, as appointed by separate Resolution and adopted annually by the City Council; and

WHEREAS, the City of Kuna Resolution No. R08-2025 provides that the signatures are valid until the second City Council meeting in January 2026 or until revoked by action of the Mayor.

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

The following persons are hereby appointed to sign for banking services on behalf of the City of Kuna, Idaho:

Jared Empey, City Treasurer of the City

Joe L. Stear, Mayor of the City

BE IT FURTHER RESOLVED that the above appointments are valid until January 20th 2026, or until revoked by action of the Mayor.

PASSED BY THE CITY COUNCIL of Kuna, Idaho dated January 21, 2025

APPROVED BY THE MAYOR of Kuna, Idaho dated January 21, 2025

_____

Joe L Stear, Mayor

ATTEST:

_____

Nathan Stanley, City Clerk

RESOLUTION NO. R13-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HK CAPITAL LLC, FOR ROCKAWAY COVE SUBDIVISION NO. 1 FOR UNCOMPLETED WORK FOR LANDSCAPE PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Rockaway Cove Subdivision No. 1 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Rockaway Cove Subdivision No. 1 were approved by the Kuna City Engineer on 08 July 2022; and

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

WHEREAS the landscape has not been completed for Rockaway Cove Subdivision No. 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscape completion has been estimated five thousand dollars and zero cents ($5000.00) adding 25% for a total of six thousand two hundred and fifty dollars and zero cents ($6,250.00); and

WHEREAS developer desires to record the final plat for Rockaway Cove 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 and/or an irrevocable standby Letter of Credit in lieu of construction for **Rockaway Cove Subdivision No. 1** under the following terms and conditions:

1. All bid 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 amount of the check and face amount of the Letter of Credit is at least six thousand two hundred and fifty dollars and zero cents ($6,250.00);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of January 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January 2025.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between COMPANY, (hereinafter "Developer"); whose address is ADDRESS, 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 1 of the development known as Rockaway Cove 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 Rockaway COVE SUBDIVISION and the associated Bid for landscaping by Josey's Fencing Inc, and;
   b. Approved Street Light Plan for N/A SUBDIVISION and the associated Bid for street lighting by N/A, and;
   c. Approved Fence Plan for N/A SUBDIVISION and the associated Bid for fencing by N/A.

   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 USD dollars and 00 cents ($), 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 16 day of January 2025

COMPANY HK CAPITAL LLC

By NAME Mark Knight, Manager
TITLE HK capital LLC

On this 16 day of January, 2025, before me Michelle Ames, personally appeared Mark Knight 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 Manager and on behalf of the HK capital LLC

SEAL

MICHELLE AMES NOTARY COMMISSION #37848 PUBLIC STATE OF IDAHO

Notary Public for 3-26-2026 Meridian ID
My commission expires on _____

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

, Clerk NATHAN STANLEY

STATE OF IDAHO)
: SS
County of Ada))

ESTIMATE

Josey's Fencing LLC
4402 Newbridge St
Caldwell, ID 83607

alexjosey@joseyfencing.com
+1 (208) 579-0198
joseyfencing.com

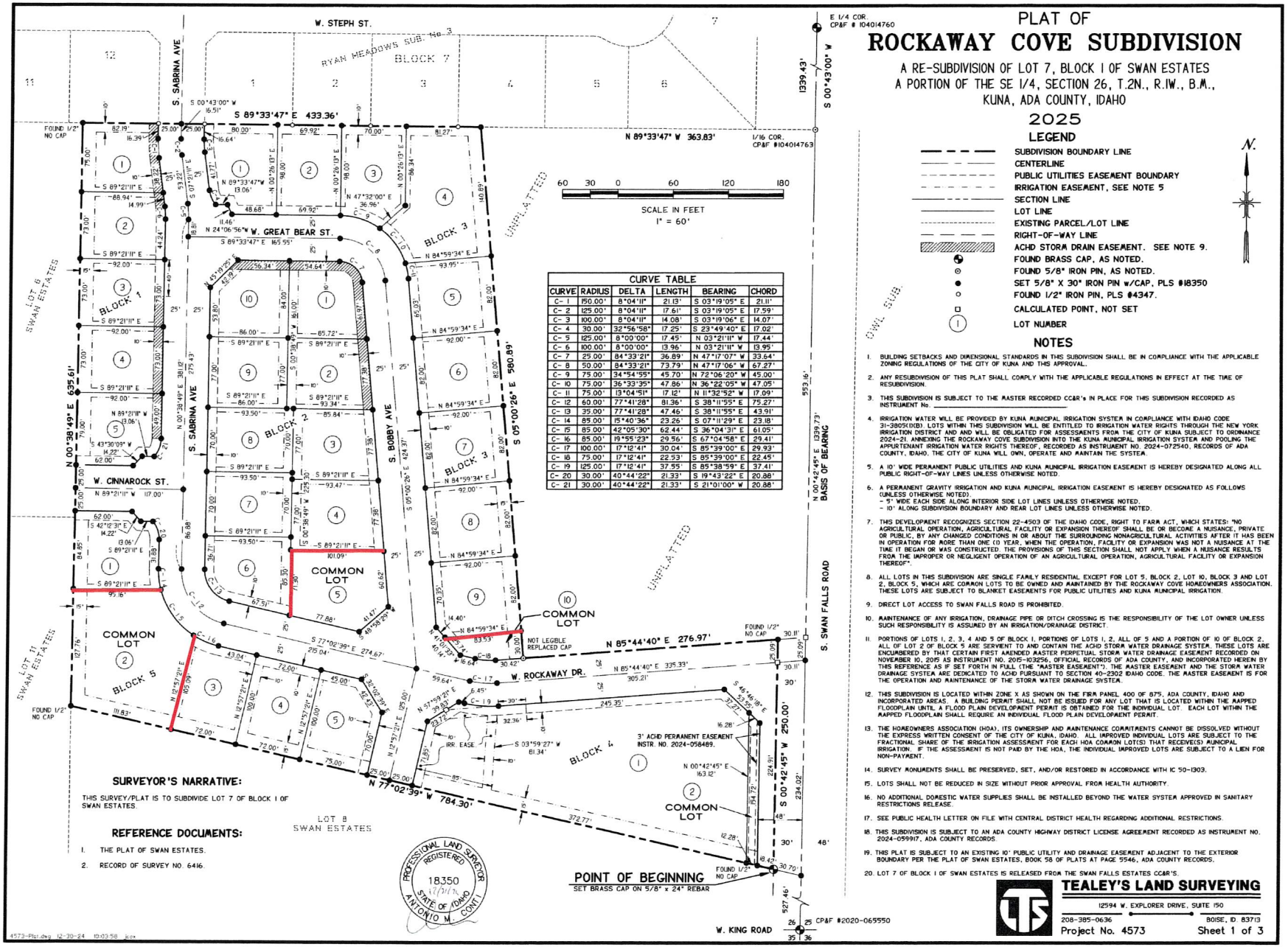
Josey's FENCING LLC
Fence • Land Clearing • Amenities

Bill to
HK Capital LLC
9504 W Bienapfl Dr
Boise ID 83709

Estimate details
Estimate no.: 2093
Estimate date: 01/13/2025
Expiration date: 01/31/2025

Project Name: Rockaway Cove

#	Product or service	Description	Qty	Rate	Amount
1.	**Fence**	Furnish and Place 6' Vinyl Fence	457 LF	$28.50	$13,024.50
2.	**Hydroseed**	Reseed Hydroseed Areas	1 LS	$5,000.00	$5,000.00
			Total		**$18,024.50**



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C- 1	150.00'	8°04'11"	21.13'	S 03°19'05" E	21.11'
C- 2	125.00'	8°04'11"	17.61'	S 03°19'05" E	17.59'
C- 3	100.00'	8°04'11"	14.08'	S 03°19'06" E	14.07'
C- 4	30.00'	32°56'58"	17.25'	S 23°49'40" E	17.02'
C- 5	125.00'	8°00'00"	17.45'	N 03°21'11" W	17.44'
C- 6	100.00'	8°00'00"	13.96'	N 03°21'11" W	13.95'
C- 7	25.00'	84°33'21"	36.89'	N 47°17'07" W	33.64'
C- 8	50.00'	84°33'21"	73.79'	N 47°17'06" W	67.27'
C- 9	75.00'	34°54'55"	45.70'	N 72°06'20" W	45.00'
C- 10	75.00'	36°33'35"	47.86'	N 36°22'05" W	47.05'
C- 11	75.00'	13°04'51"	17.12'	N 11°32'52" W	17.09'
C- 12	60.00'	77°41'28"	81.36'	S 38°11'55" E	75.27'
C- 13	35.00'	77°41'28"	47.46'	S 38°11'55" E	43.91'
C- 14	85.00'	15°40'36"	23.26'	S 07°11'29" E	23.18'
C- 15	85.00'	42°05'30"	62.44'	S 36°04'31" E	61.05'
C- 16	85.00'	19°55'23"	29.56'	S 67°04'58" E	29.41'
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PLAT OF
ROCKAWAY COVE SUBDIVISION

A RE-SUBDIVISION OF LOT 7, BLOCK 1 OF SWAN ESTATES
A PORTION OF THE SE 1/4, SECTION 26, T.2N., R.1W., B.M.,
KUNA, ADA COUNTY, IDAHO

2025

LEGEND

- SUBDIVISION BOUNDARY LINE
- CENTERLINE
- PUBLIC UTILITIES EASEMENT BOUNDARY
- IRRIGATION EASEMENT, SEE NOTE 5
- SECTION LINE
- LOT LINE
- EXISTING PARCEL/LOT LINE
- RIGHT-OF-WAY LINE
- ACHD STORM DRAIN EASEMENT. SEE NOTE 9.
- FOUND BRASS CAP, AS NOTED.
- FOUND 5/8" IRON PIN, AS NOTED.
- SET 5/8" X 30" IRON PIN w/CAP, PLS #18350
- FOUND 1/2" IRON PIN, PLS #4347.
- CALCULATED POINT, NOT SET
- (1) LOT NUMBER

N.

NOTES

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2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
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5. A 10' WIDE PERMANENT PUBLIC UTILITIES AND KUNA MUNICIPAL IRRIGATION EASEMENT IS HEREBY DESIGNATED ALONG ALL PUBLIC RIGHT-OF-WAY LINES UNLESS OTHERWISE NOTED.
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7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
8. ALL LOTS IN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL EXCEPT FOR LOT 5, BLOCK 2, LOT 10, BLOCK 3 AND LOT 2, BLOCK 5, WHICH ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE ROCKAWAY COVE HOMEOWNERS ASSOCIATION. THESE LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND KUNA MUNICIPAL IRRIGATION.
9. DIRECT LOT ACCESS TO SWAN FALLS ROAD IS PROHIBITED.
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12. THIS SUBDIVISION IS LOCATED WITHIN ZONE X AS SHOWN ON THE FIRM PANEL 400 OF 875, ADA COUNTY, IDAHO AND INCORPORATED AREAS. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT THAT IS LOCATED WITHIN THE MAPPED FLOODPLAIN UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE MAPPED FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOOD PLAIN DEVELOPMENT PERMIT.
13. THE HOMEOWNERS ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
14. SURVEY MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IC 50-1303.
15. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM HEALTH AUTHORITY.
16. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTIONS RELEASE.
17. SEE PUBLIC HEALTH LETTER ON FILE WITH CENTRAL DISTRICT HEALTH REGARDING ADDITIONAL RESTRICTIONS.
18. THIS SUBDIVISION IS SUBJECT TO AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 2024-059917, ADA COUNTY RECORDS.
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20. LOT 7 OF BLOCK 1 OF SWAN ESTATES IS RELEASED FROM THE SWAN FALLS ESTATES CC&R'S.

SURVEYOR'S NARRATIVE:

THIS SURVEY/PLAT IS TO SUBDIVIDE LOT 7 OF BLOCK 1 OF SWAN ESTATES.

REFERENCE DOCUMENTS:

1. THE PLAT OF SWAN ESTATES.
2. RECORD OF SURVEY NO. 6416.

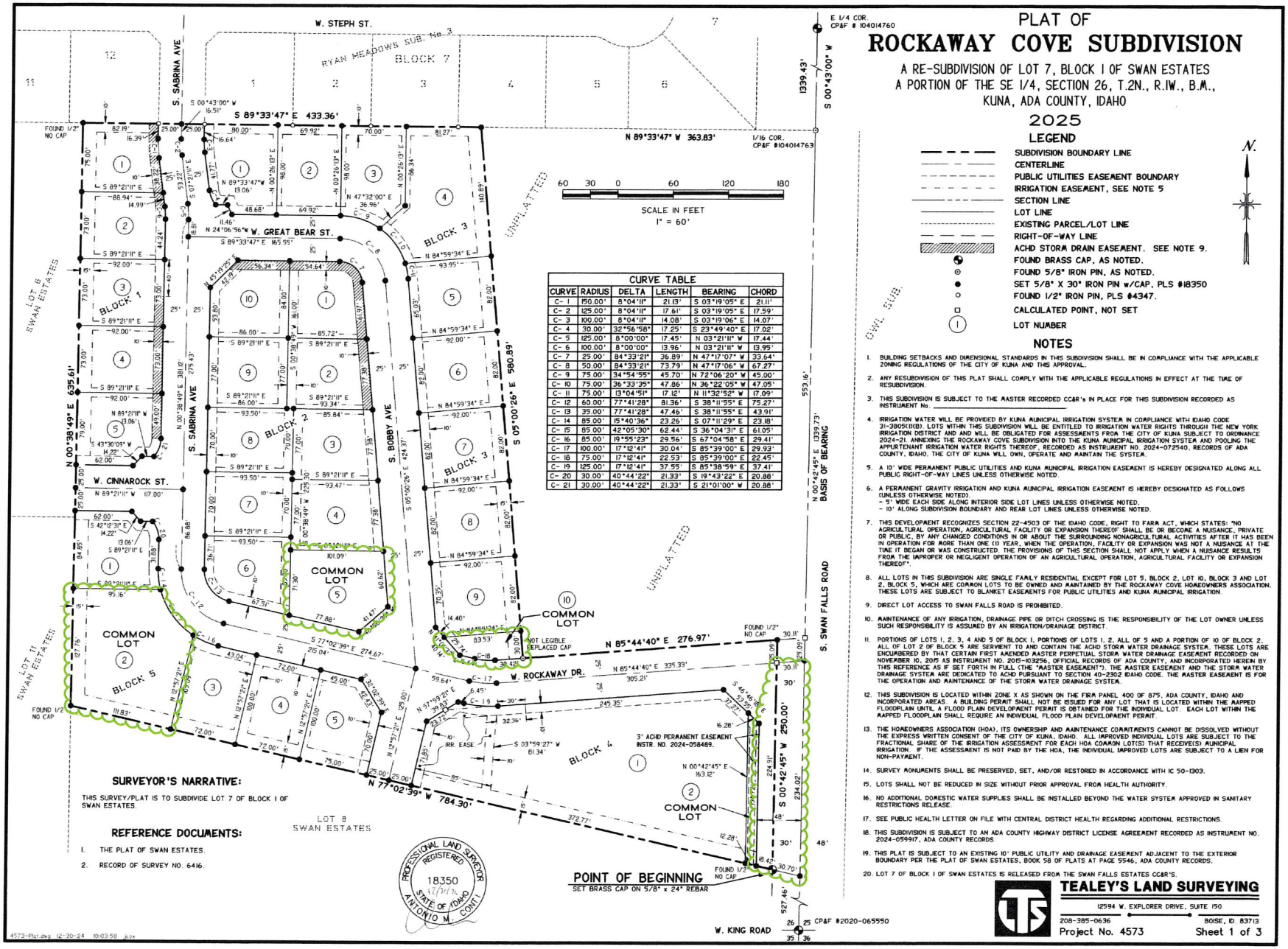
PROFESSIONAL LAND SURVEYOR REGISTERED 18350 STATE OF IDAHO ANTONIO M. CONTI

POINT OF BEGINNING
SET BRASS CAP ON 5/8" x 24" REBAR

TEALEY'S LAND SURVEYING
12594 W. EXPLORER DRIVE, SUITE 150
208-385-0636 BOISE, ID 83713

Project No. 4573 Sheet 1 of 3

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CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C- 1	150.00'	8°04'11"	21.13'	S 03°19'05" E	21.11'
C- 2	125.00'	8°04'11"	17.61'	S 03°19'05" E	17.59'
C- 3	100.00'	8°04'11"	14.08'	S 03°19'06" E	14.07'
C- 4	30.00'	32°56'58"	17.25'	S 23°49'40" E	17.02'
C- 5	125.00'	8°00'00"	17.45'	N 03°21'11" W	17.44'
C- 6	100.00'	8°00'00"	13.96'	N 03°21'11" W	13.95'
C- 7	25.00'	84°33'21"	36.89'	N 47°17'07" W	33.64'
C- 8	50.00'	84°33'21"	73.79'	N 47°17'06" W	67.27'
C- 9	75.00'	34°54'55"	45.70'	N 72°06'20" W	45.00'
C- 10	75.00'	36°33'35"	47.86'	N 36°22'05" W	47.05'
C- 11	75.00'	13°04'51"	17.12'	N 11°32'52" W	17.09'
C- 12	60.00'	77°41'28"	81.36'	S 38°11'55" E	75.27'
C- 13	35.00'	77°41'28"	47.46'	S 38°11'55" E	43.91'
C- 14	85.00'	15°40'36"	23.26'	S 07°11'29" E	23.18'
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SURVEYOR'S NARRATIVE:

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REFERENCE DOCUMENTS:

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2. RECORD OF SURVEY NO. 6416.

TEALEY'S LAND SURVEYING
12594 W. EXPLORER DRIVE, SUITE 150
208-385-0636 BOISE, ID. 83713

Project No. 4573 Sheet 1 of 3

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RESOLUTION NO. R14-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, INC, FOR PALOMA RIDGE SUBDIVISION NO. 5 FOR UNCOMPLETED WORK FOR FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Rockaway Cove Subdivision No. 1 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Rockaway Cove Subdivision No. 1 were approved by the Kuna City Engineer on 08 July 2022; and

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

WHEREAS the fencing has not been completed for Rockaway Cove Subdivision No. 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the fencing completion has been estimated at thirteen thousand and twenty-four dollars and fifty cents ($13,024.50) adding 25% for a total of sixteen thousand two hundred and eighty dollars and sixty-three cents ($16,280.63); and

WHEREAS developer desires to record the final plat for Rockaway Cove Subdivision No. 1 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 and/or an irrevocable standby Letter of Credit in lieu of construction for **Rockaway Cove Subdivision No. 1** under the following terms and conditions:

1. All bid 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 amount of the check and face amount of the Letter of Credit is at sixteen thousand two hundred and eighty dollars and sixty-three cents ($16,280.63).
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of January 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January 2025.

_____

Joe L. Stear, Mayor

ATTEST:

_____

Nathan Stanley, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between COMPANY, (hereinafter "Developer"); whose address is ADDRESS, 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 1 of the development known as Rockaway Cove 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 N/A SUBDIVISION and the associated Bid for landscaping by N/A, and;

    b. Approved Street Light Plan for N/A SUBDIVISION and the associated Bid for street lighting by N/A, and;

    c. Approved Fence Plan for Rockaway Cove SUBDIVISION and the associated Bid for fencing by Josey's Fencing LLC

    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 [illegible] dollars and 63 cents ($), 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 16 day of January 2025

COMPANY HK Capital LLC

By NAME Mark Knight
TITLE Manager

On this 16 day of January, 2025, before me Michelle Ames, personally appeared Mark Knight 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 manager and on behalf of the HK Capital LLC

SEAL

MICHELLE AMES NOTARY COMMISSION #37848 PUBLIC STATE OF IDAHO

Notary Public for Meridian ID
My commission expires on 3-26-2026

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

City Clerk NATHAN STANLEY

STATE OF IDAHO)
: SS
County of Ada))

ESTIMATE

Josey's Fencing LLC
4402 Newbridge St
Caldwell, ID 83607

alexjosey@joseyfencing.com
+1 (208) 579-0198
joseyfencing.com

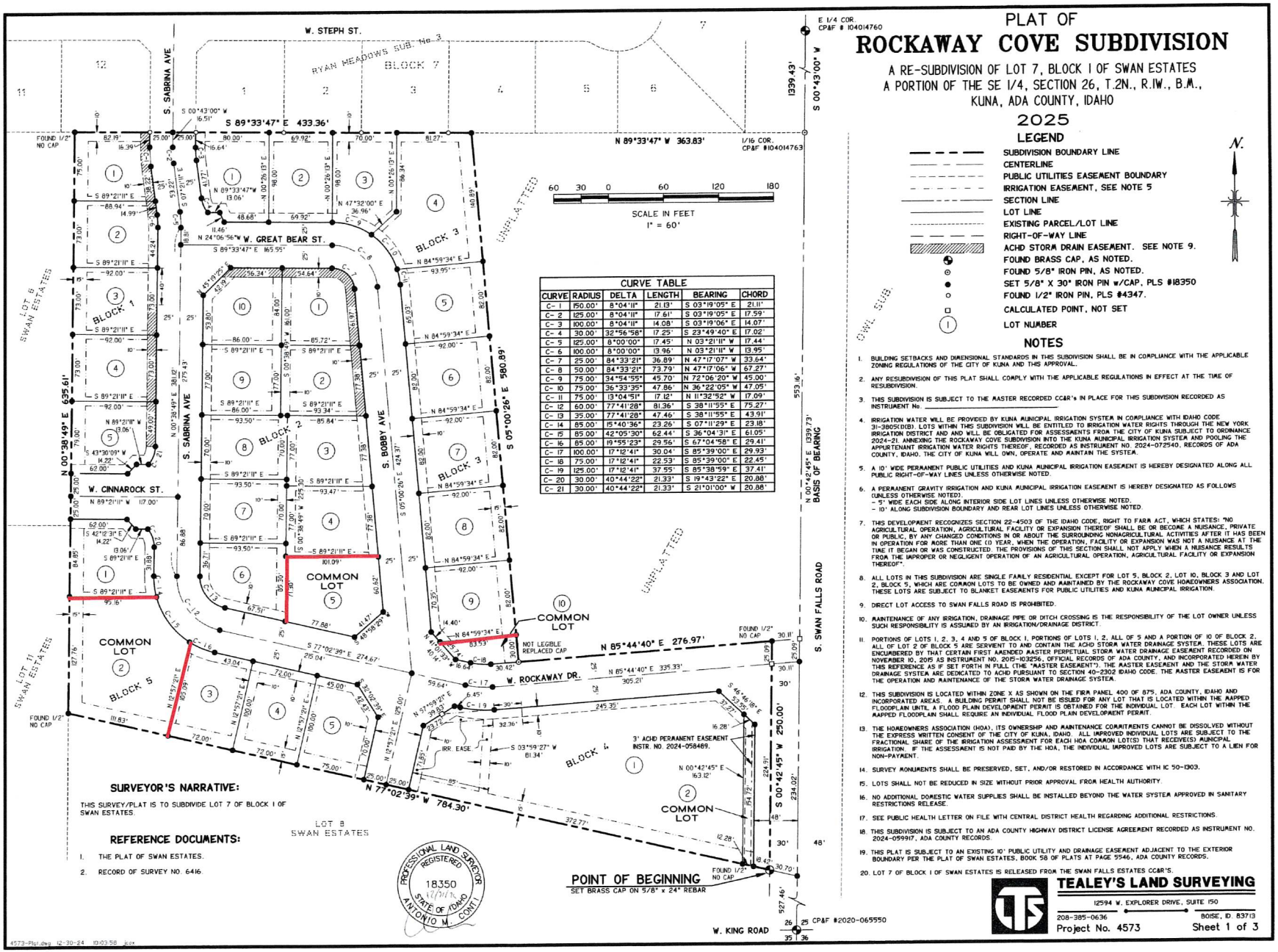
Josey's FENCING LLC
Fence • Land Clearing • Amenities

Bill to
HK Capital LLC
9504 W Bienapfl Dr
Boise ID 83709

Estimate details
Estimate no.: 2093
Estimate date: 01/13/2025
Expiration date: 01/31/2025

Project Name: Rockaway Cove

#	Product or service	Description	Qty	Rate	Amount
1.	**Fence**	Furnish and Place 6' Vinyl Fence	457 LF	$28.50	$13,024.50
2.	**Hydroseed**	Reseed Hydroseed Areas	1 LS	$5,000.00	$5,000.00
			Total		**$18,024.50**



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C- 1	150.00'	8°04'11"	21.13'	S 03°19'05" E	21.11'
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PLAT OF
ROCKAWAY COVE SUBDIVISION

A RE-SUBDIVISION OF LOT 7, BLOCK 1 OF SWAN ESTATES
A PORTION OF THE SE 1/4, SECTION 26, T.2N., R.1W., B.M.,
KUNA, ADA COUNTY, IDAHO

2025

LEGEND

- SUBDIVISION BOUNDARY LINE
- CENTERLINE
- PUBLIC UTILITIES EASEMENT BOUNDARY
- IRRIGATION EASEMENT, SEE NOTE 5
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- SET 5/8" X 30" IRON PIN w/CAP, PLS #18350
- FOUND 1/2" IRON PIN, PLS #4347.
- CALCULATED POINT, NOT SET
- (1) LOT NUMBER

N.

NOTES

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SURVEYOR'S NARRATIVE:

THIS SURVEY/PLAT IS TO SUBDIVIDE LOT 7 OF BLOCK 1 OF SWAN ESTATES.

REFERENCE DOCUMENTS:

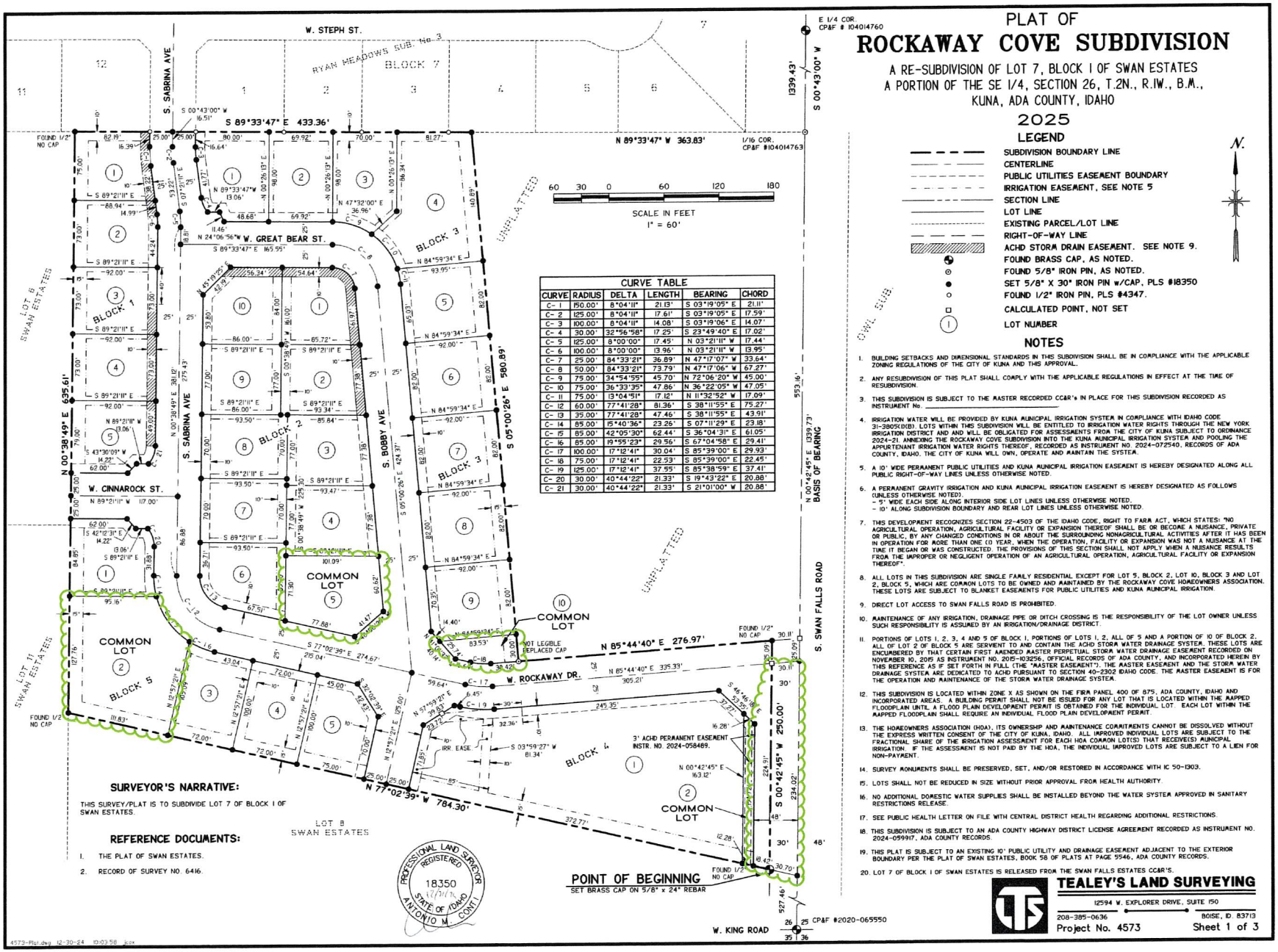
1. THE PLAT OF SWAN ESTATES.
2. RECORD OF SURVEY NO. 6416.

PROFESSIONAL LAND SURVEYOR REGISTERED 18350 STATE OF IDAHO ANTONIO M. CONTI

POINT OF BEGINNING
SET BRASS CAP ON 5/8" x 24" REBAR

TEALEY'S LAND SURVEYING
12594 W. EXPLORER DRIVE, SUITE 150
208-385-0636 BOISE, ID. 83713
Project No. 4573 Sheet 1 of 3

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CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
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KUNA, ADA COUNTY, IDAHO

2025

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SURVEYOR'S NARRATIVE:

THIS SURVEY/PLAT IS TO SUBDIVIDE LOT 7 OF BLOCK 1 OF SWAN ESTATES.

REFERENCE DOCUMENTS:

1. THE PLAT OF SWAN ESTATES.
2. RECORD OF SURVEY NO. 6416.

PROFESSIONAL LAND SURVEYOR REGISTERED 18350 STATE OF IDAHO ANTONIO M. CONTI

TEALEY'S LAND SURVEYING
12594 W. EXPLORER DRIVE, SUITE 150
BOISE, ID 83713
208-385-0636

Project No. 4573 Sheet 1 of 3

4573-Plat.dwg 12-30-24 10:03:58 jkox

CASE NO. 24-04-AN

STEVEN & CHARLENE WISCOMBE, ANNEXATION

Planner: Troy Behunin, TBehunin@KunaID.gov, 208-922.5546

ALL APPLICATION MATERIALS: 24-04-AN, STEVEN & CHARLENE WISCOMBE, ANNEXATION

If you require assistance accessing the application materials through the link provided above or would like to review the application materials in person at City Hall please contact the assigned planner.

KUNA Planning & Zoning

CITY OF KUNA:
CITY COUNCIL
STAFF MEMO

City of Kuna City Council Staff Memo

Entitlements Requested:	Subdivision	Rezone	Annexation	Special Use	Planned Unit Development	Design Review	Other

Title:	Wiscombe Annex	**Application Number:**	24-04-AN
Date:	1/21/2025	**Staff Contact:**	Troy Behunin
Owner(s)/Applicant:	Steve & Charlene Wiscombe - Owners	**Applicant Contact:**	charlenewiscombe@gmail.com
Representative:	Same as Above	**Representative Contact:**	Same as Above

Purpose

Applicant requests approval to Annex approx. 1.38 acres. into Kuna City Limits with an R-2 (Low Density Residential) zone. The subject site is at the intersection of N Arroyo Vista Way and W Hubbard Roads and is currently zoned RR (Rural Residential) in Ada County; Section 10, Township 1 North, Range 2 West.

Statement of Fact

Parcel Number(s):	SS1310336400
Future Land Use Map Designation:	Low Density Residential
Existing Land Use:	Residential
Current Zoning:	Rural Residential (RR) – Ada County
Proposed Zoning:	R-2 (Low Density Residential)
Development Area:	1.38 Acres
Adjacent Zoning Districts:	**North:** RR (Rural Residential); **East:** RR (Rural Residential); **South:** R-4 (Medium Density Residential); **West:** RR (Rural Residential).
Adjacent Street(s) Existing & Proposed:	**North:** None; **East:** None; **South:** Hubbard Road (Existing); **West:** None
Internal Street(s) Existing & Proposed:	None
Adjacent Bike/Pedestrian Facilities:	None
Adjacent Parks:	None
Land Dedication Requirements:	N/A

Comprehensive Plan and Future Land Use Map Analysis

If approved, this project will add additional Low Density Housing inventory to the City. This parcel touches City limits on the south side of the property.

This proposal meets the goals of the City by adding additional Low Density Residential to the City inventory thus creating desirable and distinctive areas to live within the community. This also adds additional housing types, encourages preservation and development of housing to meet a demand for household sizes and variety, lifestyles and settings, while ensuring there is no substantial or significant limitation for the use of the property.

The Comprehensive Plan and Future Land Use Map (FLUM) identifies the subject property as Low Density Residential. The existing zone is an Ada County Zone; RR (Rural Residential). The proposed zoning and land use for the subject site agrees with the FLUM.

The Comprehensive Plan identifies respecting and protecting private property rights ensuring land use policies and regulations do not violate those rights.

Staff Analysis

The applicant requests Annexation into City limits with the R-2 zone and is not proposing development, at this time and will continue to live in the existing home.

Recommended Conditions of Approval

1. Developer/Owner/Applicant shall submit the appropriate applications preceding any future development.
2. Developer/Owner/Applicant shall follow the Kuna Comprehensive Plan and Future Land Use Map.
3. Developer/Owner/Applicant and all successors shall follow Idaho Code §50-222 & Kuna City Code Title 5.
4. Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

CASE NO. 24-05-AN (ANNEXATION) & 24-02-DA (DEVELOPMENT AGREEMENT)

KUNA MORA BUSINESS CENTER

Planner: Doug Hanson
dhanson@kunaid.gov
208-287-1771

ALL APPLICATION MATERIALS: 24-05-AN, 24-02-DA KUNA MORA BUSINESS CENTER

If you require assistance accessing the application materials through the link provided above or would like to review the application materials in person at City Hall please contact the assigned planner.

KUNA Planning & Zoning

CITY OF KUNA:
CITY COUNCIL
STAFF REPORT

City of Kuna City Council Staff Report

Entitlements Requested:	Subdivision	Rezone	Annexation	Special Use	Planned Unit Development	Development Agreement	Other

Title:	Kuna Mora Business Center	**Application Number:**	24-05-AN, 24-02-DA
Date:	1/21/2025	**Staff Contact:**	Doug Hanson
Owner(s):	Daniel Isbell	**Owner Contact:**	alliedplumbing@gmal.com
Applicant:	Hatch Design Architecture Jeff Hatch	**Applicant Contact:**	jeff@hatchda.com

Purpose

Applicant requests annexation with a development agreement for a M-1 (Light Industrial/Manufacturing) zone. The site is located at 5895 W Kuna Mora Road (SWC of W Kuna Mora Road and S Curtis Road) within Sec 6, T1N, R2E.

Statement of Fact

Parcel Number(s):	S2006110005
Future Land Use Map Designation:	Industrial
Existing Land Use:	Single Family Home
Current Zoning:	RP (Rural Preservation) – Ada County
Proposed Zoning:	M-1 (Light Industrial/Manufacturing)
Development Area:	4 acres
Adjacent Zoning Districts:	**North:** RP (Rural Preservation); **East:** RP (Rural Preservation); **South:** M-1 (Light Industrial/Manufacturing); **West:** M-1 (Light Industrial/Manufacturing)
Adjacent Street(s) Existing & Proposed:	**North:** W Kuna Mora Road (Existing); **East:** S Curtis Road (Existing); **South:** N/A; **West:** N/A
Internal Street(s) Existing & Proposed:	N/A
Adjacent Bike/Pedestrian Facilities:	N/A
Adjacent Parks:	N/A
Land Dedication Requirements:	N/A

Comprehensive Plan and Future Land Use Map Analysis

The Comprehensive Plan identifies the subject property as Industrial. The site is located along W Kuna Mora Road and is identified within the comp plan as an entryway corridor, within the East Kuna Industrial Overlay District (Objective 1.A.3.). With the proposed annexation the subject site is poised to be shovel ready and will have access to city services (Policy 1.A.3.h.), creating opportunity for business creation or relocation (Objective 1.C.2.).

Staff Analysis

The applicant requests annexation with a development agreement for a M-1 (Light Industrial/Manufacturing) zone. The site is located at 5895 W Kuna Mora Road.

The development agreement will ensure that any change in the Existing Uses and Existing Improvements shall not impose additional burdens upon the City Property Tax Supported Services' ability to provide services which will result in a reduction of the level of those services; and will result in the orderly development of the City in a manner that allows for the efficiency and economic viable of both tax-supported and fee-supported City services and equitably allocates the costs of public services in the management and development of the urban fringe of the City. The development, construction or installation of any improvements upon the Subject Real Property by the Owner, in compliance with the allowed uses: is subject to the Owner obtaining the permit/s as required by City ordinance; an analysis of City Property Tax Supported Services reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the Owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by H.B. 389; and to the extent required based on such analysis, a payment imposed upon the Owner as a condition of issuance of a permit in accordance the criteria outlined in section 3.2 of the development agreement.

The application was initially proposed with approximately 28,800 sf of industrial flex space. The applicant withdrew this request, any proposed development in the future will be required to return before the appropriate decision-making body for approvals.

Upon staff review the proposed application meets the requirements of Idaho Code, the Comprehensive Plan and City Code.

Recommended Conditions of Approval

Standard Conditions

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

providing the services. All utilities shall be installed underground, see KCC 5-9-4.

3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).
5. It is the responsibility of the Developer or his Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development
6. The Developer/Owner/Applicant, and/or any future assigns having an interest in the subject property, shall fully comply with all Conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.
7. Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
8. Developer/Owner/Applicant shall comply with all local, state, and federal laws.

HATCH
DESIGN
ARCHITECTURE
200 w. 36th st., boise, idaho 83714 • phone 208.475.3204 • fax 208.475.3205 • email info@hatchda.com

Annexation and Zoning Application Narrative

June 10, 2024

Kuna Planning & Zoning
751 W 4th St. Kuna, ID 83634
Kuna, ID 83634

Re: **Annexation and Zoning for Kuna Mora Business Center**
Located at: W. Kuna Mora Rd. and S. Curtis Rd.
Parcel No.: S2006110005

Dear Planning Staff,

The owner for the property located at West Kuna Mora Road and South Curtis Road is requesting to annex the parcel and rezone of the property to M-1. The owner is proposing an approximately 28,800 sf industrial flex project on the 4-acre site. The proposed use will be compatible and complimentary to the growth and development in the surrounding area. Currently, the zoning of the neighboring properties is M-1 on one side and RP on the other. The proposed M-1 zone would be appropriate for future land use map designation of industrial. The change of zoning to the property would match the surrounding area and align with the planned future use of the area.

Please contact our office with any questions you may have in reviewing the application materials.

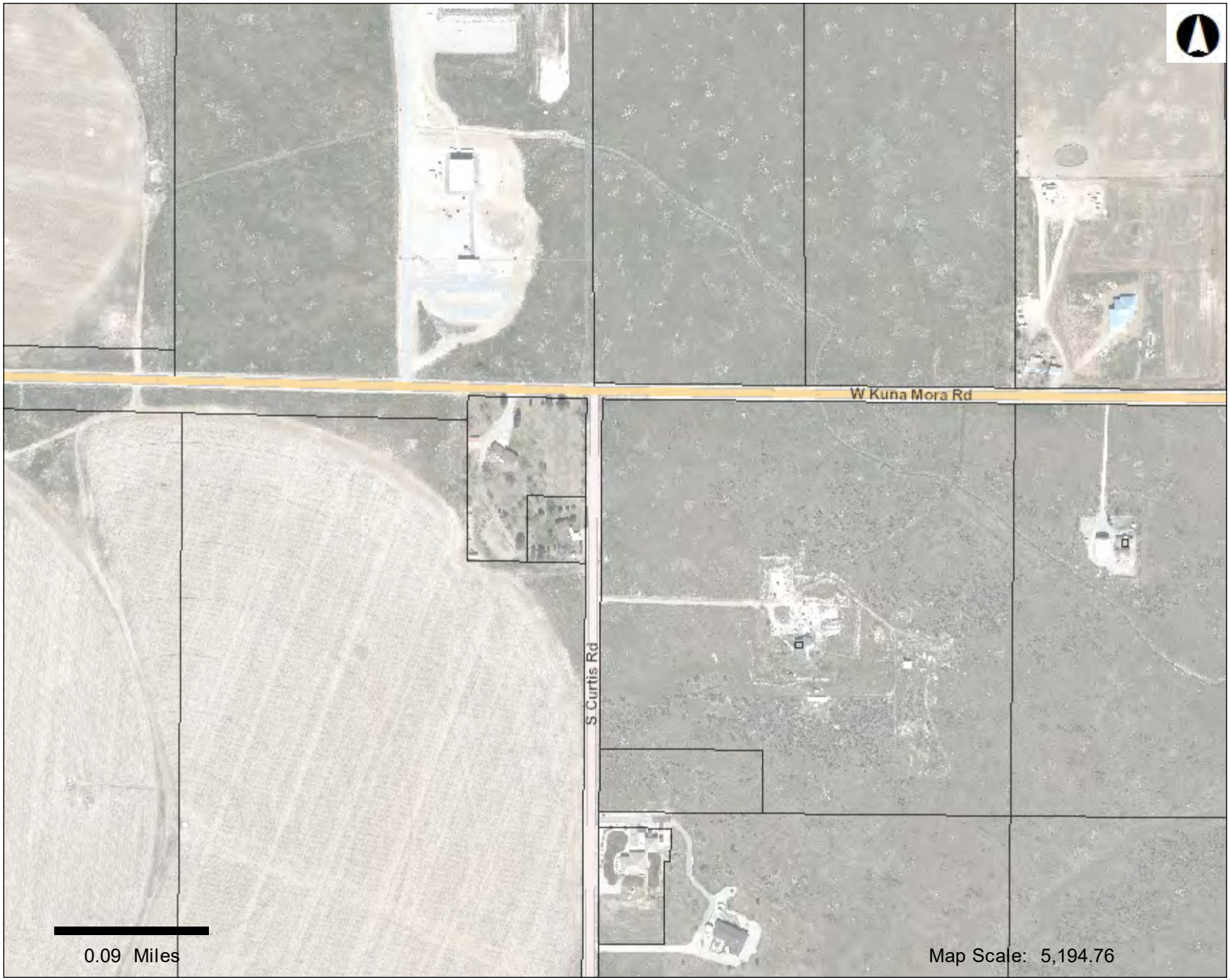
Sincerely,



Jeff Hatch, AIA LEED AP
Hatch Design Architecture

HATCH
DESIGN
ARCHITECTURE
200 w. 36th st., boise, idaho 83714 • phone 208.475.3204 • fax 208.475.3205 • email info@hatchda.com

VICINITY MAP





Legend

- Railroad
- Roads (4,000 - 8,000 scale)
  - <all other values>
  - Interstate
  - Ramp
  - Principal Arterial
  - Collector
  - Minor Arterial
  - Local
  - Parks
  - Alley
  - Driveway
- Parks
- Water
- Condos
- Parcels
- raster.DBO.AdaOrthos2022_3in
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3
- raster.DBO.AdaOrthos2022_6in
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3

5/16/2024

Recording Requested By and
When Recorded Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

City of Kuna – "Property Owner(s)"
M-1 DEVELOPMENT AGREEMENT

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna	"**City**"	City Hall 751 W. 4th Street Kuna, ID 83634
Property Owner(s)	"**Owne**r"	Daniel Isbell 5895 W Kuna Mora Road Kuna, ID 83634

TABLE OF CONTENTS

SECTION 1: DEFINITIONS
SECTION 2: RECITALS
SECTION 3: PROJECT ZONING AND LAND USE APPROVALS
SECTION 4: VESTED RIGHTS
SECTION 5: DEFAULT
SECTION 6: MORTGAGES
SECTION 7: NOTICES AND FILINGS
SECTION 8: OWNER ASSIGNMENT OF AGREEMENT RIGHTS
SECTION 9: MISCELLANEOUS

LIST OF EXHIBITS

EXHIBIT A: SUBJECT REAL PROPERTY LEGAL DESCRIPTION
EXHIBIT B: H.B. 389

M-1 DEVELOPMENT AGREEMENT
City of Kuna – Property Owner(s)

THIS M-2 DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor ("**City**") and Property Owner(s), the current owners of the Subject Real Property, and their successors and/or assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, and Owner represent, covenant and agree as follows:

SECTION 1
DEFINITIONS

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

1.1 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code**.**

1.2 **Annexation Ordinance:** Means and refers to the annexation ordinance of the City that annexes the Subject Real Property into the City.

1.3 **Annexation Statute:** Means and refers to Idaho Code Section 50-222.

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

1.5 **Applications:** Means and refers collectively to all of Owner's applications to the City regarding the Subject Real Property inclusive of: Annexation Application and Zoning Application**.**

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

1.7 **City Authority:** Means and refers to the following:

- The annexation authority of the City pursuant to the Annexation Statute to annex lands, which are adjacent to the existing City boundaries upon consent of the Owners, when the annexation of those lands is reasonably necessary to assure the orderly development of the City which is efficient and economically viable of both tax-supported and fee-supported City services and equitably

allocates the costs of public services in the management and development of the urban fringe of the City; and

- The authority of the City pursuant to the Act (I.C. § § 67-6503) to exercise the powers conferred by the Act; and to *ensure that adequate public facilities and services are provided to the people at reasonable cost*; (I.C. § § 67-6502 (b)).

1.8 City Council: Means and refers to the City Council of the City.

1.9 City Property Tax Supported Services: Means and refers to the City services and operations which are not City Proprietary Fee Supported Services, and which are either partially funded or totally funded by property taxes.

1.10 Comprehensive Plan: Means and refers to the City of Kuna Comprehensive Plan**.**

1.11 Developer: Means and refers to "Developer" company, authorized to do business in the state of Idaho as a foreign limited liability company**.**

1.12 Effective Date: Means and refers to the date that this Agreement takes effect, which is the date that the Annexation Ordinance is final and recorded.

1.13 H.B. 389: Means and refers to House Bill No. 389 approved by the Legislature of the state of Idaho at the First Regular Session of 2021 and signed into law by the Governor of the state of Idaho effective January 1, 2021, a true and correct copy of which is attached marked **Exhibit B** and by this reference incorporated herein this definition.

1.14 Impact Area: Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.

1.15 Mortgage: Means and refers to any lien placed upon the Subject Real Property, or any portion thereof, including the lien of any mortgage or deed of trust, as a pledge of real property to a creditor as security for performance of an obligation or repayment of a debt.

1.16 Owner: Means and refers to "Property Owner(s)", the owners of the Subject Real Property as of the Effective Date, and after the Effective Date of this Agreement shall refer to any successor to the owner or owners of the Subject Real Property.

1.17 Party or Parties: Means and refers to the City and/or the Owner, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.

1.18 Planning & Zoning Commission: Means and refers to the City's Planning & Zoning Commission.

1.19 Project: Means and refers to the intended development of the Subject Real Property as governed by this Agreement, for the land uses permitted hereby.

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

SECTION 2
RECITALS

The Parties recite and declare:

2.1 Municipal Corporation. City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and

2.2 Authority. City has City Authority; and

2.3 Comprehensive Plan. City has the power and duty under the Act [I.C. § 67-6508] to conduct a comprehensive planning process, and to prepare, implement, review and update a comprehensive plan and is exercising its power and duties under the Act and has established a Comprehensive Plan; and

2.4 City Intentions: The City intends, in consideration of granting the Applications, that any change in the Existing Uses and Existing Improvements shall not impose additional burdens upon the City Property Tax Supported Services' ability to provide services which will result in a reduction of the level of those services; and will result in the orderly development of the City in a manner that allows for the efficiency and economic viable of both tax-supported and fee-supported City services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and

2.5 Zoning Ordinance. City has enacted its Zoning Ordinance, pursuant to its power and duty under the Act [I.C. § 67-6511]; and has established within its boundaries one (1) or more zones or zoning districts with established standards of land use regulation in conformance with its Comprehensive Plan; and

2.6 Development Agreement. City has the power under the Act [I.C. § 67-6511A], by ordinance, to require or permit as a condition of rezoning of real property that Owner make a written commitment concerning the use or development of the Subject Real Property; and

2.7 Impact Area. The Subject Real Property is within the Impact Area; and

2.8 Applications. Developer with the Owner's consent filed Annexation and Zoning Applications for the Subject Real Property to be annexed into the City and zoned as set forth in this Agreement; and

2.9 City Approval. City processed and approved the Applications, this Agreement, and the Annexation Ordinance in accordance with the City's Zoning Ordinance and the Act; and

2.10 Planning Benefits. The development and use of the Subject Real Property pursuant to this Agreement shall result in significant planning and economic benefits to the City and the Owner and Developer by, without limitation:

- encouraging investment in and commitment to comprehensive planning for efficient utilization of the City and other public resources to secure quality planning, growth and protection of the environment;

- requiring development of the Subject Real Property consistent with the Comprehensive Plan, the Kuna City Code, and this Agreement;

- subject to the restrictions of H.B. 389, may have the potential of increasing tax and other revenues to the City based on a strengthened tax base of improvements to be constructed on and in reasonable proximity to the Subject Real Property;

- creating employment through development of the Subject Real Property consistent with this Agreement; and

2.11 Assurances. This Agreement promotes and encourages the development and use of the Subject Real Property by providing Owner and Owner's creditors with general permitting assurances of Owner's intentions to develop the Subject Real Property in accordance with this Agreement; and

2.12 Written Commitment. It is the intention and purpose of the Parties by entering into this Agreement to establish the requirements and conditions as a condition of rezoning the Subject Real Property that the Owner is making a written commitment that use of the Subject Real Property will be in accordance with this Agreement; and

2.13 Mutual Benefits. The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Owner hereunder constitute sufficient consideration to support the covenants and agreements of the City, and the Owner.

SECTION 3
PROJECT ZONING AND LAND USE APPROVALS

3.1 Land Uses. The following uses shall be allowed on the Subject Real Property:

3.1.1 The existing residential use existing on the Subject Real Property on the Effective Date, permitting their continuation consistent with Kuna City Code;

3.1.2 All uses permitted or conditionally permitted in the M-1 zone, to the extent a conditional use permit is obtained for conditionally permitted uses within the Subject Real Property.

3.2 Land Use Development and City Property Tax Supported Services Costs Analysis: The development, construction or installation of any improvements upon the Subject Real Property by the Owner, in compliance with the allowed uses, is subject to (i) the Owner obtaining the permit/s as required by City ordinance; (ii) an analysis of City Property Tax Supported Services reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the Owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by H.B. 389; and (iii) to the extent required based on such analysis, a payment imposed upon the Owner as a condition of issuance of a permit in accordance with the following criteria and process:

- The projected additional City Property Tax Supported Services costs needed to serve the Subject Real Property during development, construction or installation of the improvement/s and subsequent uses following their completion; and
- The projected incremental amount of the property tax to be collected from the Subject Real Property; and
- The projected amount of the City's Project property tax loss imposed by H.B. 389 which would be used to fund the projected additional City Property Tax Supported Services costs.
- The City Treasurer shall review the permit application with the Owner and conduct a reasonable investigation necessary to perform the projections, in accordance with the above stated criteria to determine the amount of City Property Tax Supported Services Costs which the Owner shall pay to the City as a condition of the issuance of the permit. The payment analysis determination may, when relevant, provide for initial payment by the Owner and subject to agreement for subsequent payment by the Owner in future City fiscal years. The payment analysis determination may, when relevant, be deemed to satisfy the payment condition for all permits, improvements, and uses involved in a multi-phased development.
- The Owner may file an appeal of the Treasurer's payment analysis determination of the City Property Tax Supported Services Costs with the City Clerk within fourteen (14) days of the receipt of the Treasurer's determination to the City Council who shall then set a hearing on the matter. City Council decision on appeal will be the final City action on the matter.

3.3 City Cooperation. City shall cooperate with the Owner, as is reasonably necessary for the Owner to construct any improvements upon the Subject Real Property as permitted by this Agreement, to provide temporary encroachment permits and or temporary construction easements for the City real property or right-of-way so long as the same is not an unreasonable interference with the City's use thereof and only to the extent reasonably necessary.

SECTION 4
VESTED RIGHTS

4.1 Vested Rights. Upon the Effective Date, the Owner shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.

4.2 Consideration. The determinations of the City memorialized in this Agreement, together with the assurances provided to the Owner in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Owner as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Owner.

SECTION 5
DEFAULT

5.1 Enforcement of Terms and Conditions of the Agreement. The enforcement of the terms and conditions of this Agreement and any permits issued by the City pursuant to this Agreement are as follows:

5.1.1 Default. The failure of the Owner, or the City to comply or perform, in accordance with the terms and conditions of this Agreement or the terms and conditions of any permit issued by the City pursuant to this Agreement, shall be a default of this Agreement and processed as follows:

5.1.2 City Default Claims. A claim of default by the City may be made against the Owner by the City's Director of Public Works or Zoning Administrator ("**City Director**"), depending upon the default.

5.1.3 Owner Default Claims: A claim of default may be made by the Owner against the City, depending upon the default.

5.1.4 Claimant and Accused. For purposes of this Section of the Agreement, a claim of default is made by a ("**Claimant**") against an ("**Accused**").

5.1.5 Default Written Notice of Intent. The Claimant shall serve the Accused with a Default Written Notice of Intent ("**Notice of Intent**").

5.1.5.1 The written Notice of Intent shall include the matters and facts which form the basis for the notice and a stated reasonable time within which the Accused is to correct and remedy the default. Such reasonable time frame shall depend upon the exigencies surrounding the matters and facts set forth in said Notice.

5.1.5.2 The written Notice of Intent shall state the factual and legal reasons for the claim of default, the actions to be taken by the Accused to cure the claim of default and a demand that the Accused respond in

writing, within a reasonable stated time, as to whether or not the Accused consents to comply with the Notice of Intent of denies the claim of default.

5.1.5.3 The Accused shall have a minimum of thirty (30) days to remedy any default. If the default is such that more than thirty (30) days would reasonably be required to cure default, then the Accused shall have such additional time as may be necessary to perform or comply so long as the Accused commences performance within such thirty (30) day period and diligently proceeds to complete such performance and timely cures any exigent circumstance of the claim of default that affects public health and safety.

5.1.5.4 The Notice of Intent shall be served as follows upon:

- *Owner:* by U.S. Mail at the address as listed by the Ada County Assessor's office for the Subject Real Property or any part thereof; and

- *City:* by U.S. Mail to the address herein designated by the City.

5.1.6 Notice to Show Cause. In the event the Accused fails to correct and remedy a default or noncompliance, within the reasonable time designated in the Notice of Intent, to the satisfaction of the Claimant, the Claimant shall then request the City Council [or the Planning & Zoning Commission only in the event the Commission has original jurisdiction by reason of a permit which is at issue in the matter] or otherwise request the City Council to proceed to set a hearing and provide written notice of the hearing to show cause to the Accused of the request to take action as identified in the Notice of Intent and to enforce the terms of this Agreement.

5.1.6.1 The written notice of the hearing to show cause shall be served upon the Claimant and the Accused at least twenty-eight (28) days in advance of the hearing.

5.1.6.2 At the hearing to show cause, the Accused may present evidence as to why it or they are not in default.

6.1.6.3 Following any presentation of evidence by the Accused and any rebuttal by the Claimant and any other interested persons, the Planning & Zoning Commission and/or the City Council, as the case may be, shall determine the matter and issue the Decision and Reasoned Statement in accordance with the evidence presented at the Show Cause hearing.

5.1.6.4 Any determination made by the Planning & Zoning Commission may be appealed to the City Council. A notice of appeal must be filed within

fourteen (14) days of the final decision of the Planning & Zoning Commission.

5.1.6.5 The Decision and Reasoned Statement issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

5.1.7 Prevailing Party. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

SECTION 6
MORTGAGES

6.1 Mortgages. This Agreement shall not prevent or limit Owner from encumbering the Subject Real Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon Owner's request from time to time, City shall meet with Owner and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

6.2 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to Owner hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

6.3 Disaffirmation. If this Agreement is terminated with respect to a portion of the Subject Real Property by reason of any default by Owner, or as a result of a bankruptcy proceeding of Owner, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Owner or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Subject Real Property.

6.4 Senior to Mortgage. This Agreement shall be superior and senior to any Mortgage of the interests of the property owner of any real property within the Subject Real Property of record recorded subsequent to this Agreement.

6.5 No Impairment. No default of this Agreement by the property owner shall invalidate or impair a Mortgage made in good faith and for value.

6.6 Subject to Agreement. Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Real Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, shall be subject to all of the terms and conditions contained in this Agreement.

6.7 No Mortgagee Obligation. No mortgagee shall have an obligation or duty under this Agreement to perform the Owner's obligations or other affirmative covenants of the Owner hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Owner is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

SECTION 7
NOTICES AND FILINGS

7.1 Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or delivered in connection herewith shall be validly delivered, filed, made, or served if in writing and delivered personally or delivered by a nationally recognized overnight courier or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

City:

City of Kuna
Attn: Mayor
751 W. 4th Street
Kuna, ID 83634

Owner:

Daniel Isbell
5895 W Kuna Mora Road
Kuna, ID 83634

With a copy to:

Marc Bybee
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

7.2 Mailing Effective. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered immediately if personally delivered, 24 hours following deposit with a nationally recognized courier, or 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

SECTION 8
OWNER ASSIGNMENT OF AGREEMENT RIGHTS

8.1 Owner Assignment. The assignment of any of the Owner's rights and obligations of this Agreement shall in accordance with the following:

8.1.1 Complete Assignment of Owner's rights. A total assignment of the Owner's rights and obligations under this Agreement in connection with all undeveloped portions of the Subject Real Property shall be assigned upon written consent of the City Council which shall not be unreasonably withheld, conditioned or delayed subject only to the following conditions:

8.1.1.1 Prior written notice from the Owner to the City Council together with the identification of the proposed assignee together with the proposed assignee's written affirmation of their intentions and ability to perform the conditions of this Agreement; and

8.1.1.2 Owner is not in default of this Agreement or the Assignee tenders to the City a guarantee of the Assignee's performance of the Owner's default upon assignment; and

8.1.1.3 The total assignment by the Owner shall be by a written instrument including the acceptance of the assignee to the terms and conditions of this Agreement, and the City Council's written consent and shall then be recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations.

8.1.1.4 In the event of such total assignment of the Owner's rights and obligations hereunder, the Owner's liability under this Agreement shall then terminate.

8.1.2 Affiliated Parties. Notwithstanding any other provisions of this Agreement, upon written notice to City, the Owner may assign its rights and obligations under this Agreement to any affiliate controlling, controlled by or under common control with the Owner without consent by City Council and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations under this Agreement.

8.1.3 Successors and Assigns. Notwithstanding any other provisions of this Agreement, the Owner may assign all or part of the Owner's rights and duties under this Agreement as collateral to any financial institution from which the

Owner has borrowed funds for use in developing the Subject Real Property. Such an assignment shall not relieve the Owner from any obligations of this Agreement.

SECTION 9
MISCELLANEOUS

9.1 Agreement runs with the Subject Real Property. The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the Subject Real Property. Each commitment and restriction of this Agreement on the Subject Real Property shall be a burden on the Subject Real Property and shall be appurtenant to and for the benefit of the Subject Real Property and shall run with the land.

9.2 Choice of Law. This Agreement shall be construed in accordance with the laws of the state of Idaho in effect on the Effective Date. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.

9.3 Waiver of Jury Trial. Each Party hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to this Agreement or any of the transactions related hereto. Each Party hereby agrees and consents that any such any claim, demand, action or cause of action shall be decided by a court trial without a jury and that any Party may file a copy of this Agreement with any court as evidence of such waiver.

9.4 Shared Agreement Legal Defense Costs. In the event that any legal or equitable action or other proceeding is instituted by a third party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and the Owner may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint legal counsel, or each Party may select its own legal counsel at each Party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.

9.5 Construction. All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in accord with its fair meaning and not strictly for or against a Party, regardless of whether such Party prepared or caused the preparation of this Agreement.

9.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.

9.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, except for any permits and or approvals issued pursuant to this Agreement, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification or amendment to this Agreement of any kind whatsoever shall be made or claimed by Owner or City shall have any force or effect whatsoever unless the same shall be endorsed in writing and signed by the Party against which the enforcement of such modification or amendment is sought, and then only to the extent set forth in such instrument. Such approved amendment shall be recorded in the Official Records of Ada County, Idaho.

9.8 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof. The Definitions set forth prior to the Recitals are hereby acknowledged and incorporated herein.

9.9 Further Acts. Each of the Parties shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

9.10 Good Standing; Authority. Each of the Parties represents to the other as follows:

9.10.1 City. City represents that it is an Idaho municipal corporation in the state of Idaho; and

9.10.2 Owner. Owner represents that it is owns the Subject Real Property and has authority to enter into this Agreement.

9.10.3 Authority. Each Party represents to the other that the individual(s) executing this Agreement on behalf of the Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

9.11 Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. Table of Contents, titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

9.12 Names and Plans. Owner or the Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the request of the Owner or the Developer in connection with the Property and the Project; provided, however, that in connection with any conveyance of portions of the Subject Real Property to the City, such rights pertaining to the portions of the Subject Real Property so conveyed shall be assigned to the City to the extent that such rights are assignable.

9.13 No Owner Preliminary Representations. Nothing contained herein shall be deemed to initially obligate the Owner or the Developer to complete any part or all of the development of the Project within a specific time line, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation unless required as a condition of any permit issued pursuant to this Agreement.

9.14 No Partnership; Third-Parties. It is hereby specifically understood, acknowledged and agreed that neither the City nor the Owner nor the Developer shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Owner and or the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization or legal entity not a Party hereto, and no such other third-party, person, firm, organization or legal entity shall have any right to cause of action hereunder.

9.15 Parties' Intent. It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of the City.

9.16 Recordation. After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.

9.17 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.18 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

9.19 Waiver. No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or the Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

9.20 Compliance. In connection with the negotiation and performance of this Agreement, City represents and warrants that it has complied and covenants that it shall comply with all applicable laws, rules, and regulations including anti-corruption legislation and that it has used and shall use only legitimate and ethical business practices.

[signatures, notary blocks, and exhibits on following pages]

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Development Agreement to be effective on the Effective Date.

CITY:

CITY OF KUNA, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho

By:_____
Joe Stear, Mayor

Attest:

By: _____
Nathan Stanley, City Clerk

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

The foregoing Agreement has been received by the undersigned attorney, who has opined that it is in proper form and within the power and authority granted under the laws of the State of Idaho to the City of Kuna

_____
Marc Bybee, City Attorney

OWNER:

Daniel Isbell,

By: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joe Stear**, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

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

STATE OF IDAHO)
: ss.
County of Ada)

On this _____ day of _____, 2024, before me, _____, the undersigned, a Notary Public in and for the state of Idaho, personally appeared **Daniel Isbell**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT A
SUBJECT REAL PROPERTY LEGAL DESCRIPTION

The following Describes a Parcel of Land lying in a Portion of the Northeast 1/4 of the Northeast 1/4 of Section 6, Township 1 North, Range 2 East, Boise Meridian, City of Kuna, Ada County, Idaho and being more Particularly Described as follows;

BEGINNING at the Northeast Corner of Section 6, Township 1 North, Range 2 East, Boise Meridian; From which, the North 1/4 Corner of said Section 6 bears, North 88°38'27" West, 2650.86 feet;

Thence along the Easterly Boundary Line of the Northeast 1/4 of the Northwest 1/4 of said Section 6, South 00°27'40" West, 336.29 feet;

Thence leaving said Easterly Boundary Line, North 88°38'27" West, 208.71 feet to a found Aluminum Cap "PLS 11463;

Thence, South 00°27'40" West. 208.71 feet to a found Aluminum Cap "PLS 11463";

Thence, North 88°38'27" West, 191.29 feet to a found 5/8" Iron Pin "PLS 4347";

Thence, North 00°27'40" East, 545.00 feet to a found 5/8" Iron Pin "PLS 11334" on the Northerly Boundary Line of the Northeast 1/4 of the Northeast 1/4 of said Section 6;

Thence along said Northerly Boundary Line, South 88°38'27" East, 400.00 feet to the **POINT OF BEGINNING:**

The above Described Parcel of Land Contains 4.00 acres, more or less.

EXHIBIT B
H.B. 389

LEGISLATURE OF THE STATE OF IDAHO
Sixty-sixth Legislature First Regular Session - 2021

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 389

BY WAYS AND MEANS COMMITTEE

AN ACT

RELATING TO TAXATION; AMENDING SECTION 63-602G, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE HOMEOWNER EXEMPTION; AMENDING SECTION 63-301A, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE NEW CONSTRUCTION ROLL; AMENDING SECTION 63-602W, IDAHO CODE, TO REVISE PROVISIONS REGARDING CERTAIN BUSINESS PROPERTY TAX EXEMPTIONS; AMENDING SECTION 63-705, IDAHO CODE, TO REVISE PROVISIONS REGARDING PROPERTY TAX REDUCTION INCOME LIMITATIONS AND BENEFIT AMOUNTS AND TO ESTABLISH PROVISIONS FOR REFERRAL OF CERTAIN APPLICANTS TO THE PROPERTY TAX DEFERRAL PROGRAM; AMENDING SECTION 63-705A, IDAHO CODE, TO REVISE PROVISIONS REGARDING TAX REDUCTIONS FOR CERTAIN DISABLED VETERANS; AMENDING SECTION 63-715, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE PROPERTY TAX DEFERRAL PROGRAM; AMENDING SECTION 63-802, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE LIMITATION ON TAXING DISTRICT BUDGET REQUESTS; AMENDING SECTION 63-313, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE TAXATION OF TRANSIENT PERSONAL PROPERTY; AMENDING SECTION 63-602KK, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE TAXATION OF PERSONAL PROPERTY; AMENDING SECTION 63-803, IDAHO CODE, TO REVISE A DEFINITION AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 63-3638, IDAHO CODE, TO REVISE PROVISIONS REGARDING PERSONAL PROPERTY TAX REPLACEMENT MONEYS; PROVIDING SEVERABILITY; AND DECLARING AN EMERGENCY, PROVIDING RETROACTIVE APPLICATION, AND PROVIDING EFFECTIVE DATES.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 63-602G, Idaho Code, be, and the same is hereby amended to read as follows:

63-602G. PROPERTY EXEMPT FROM TAXATION -- HOMESTEAD. (1) For each tax year, the first one hundred twenty-five thousand dollars ($1~~00~~25,000) of the market value for assessment purposes of the homestead as that term is defined in section 63-701, Idaho Code, or fifty percent (50%) of the market value for assessment purposes of the homestead as that term is defined in section 63-701, Idaho Code, whichever is the lesser, shall be exempt from property taxation.

(2) The exemption allowed by this section may be granted only if:

(a) The homestead is owner-occupied and used as the primary dwelling place of the owner. The homestead may consist of part of a multidwelling or multipurpose building and shall include all of such dwelling or building except any portion used exclusively for anything other than the primary dwelling of the owner. The presence of an office in a homestead, which office is used for multiple purposes, including business and personal use, shall not prevent the owner from claiming the exemption provided in this section; and

(b) The state tax commission has certified to the board of county commissioners that all properties in the county which are subject to appraisal by the county assessor have, in fact, been appraised uniformly so as to secure a just valuation for all property within the county; and

(c) The owner has certified to the county assessor that:

(i) He is making application for the exemption allowed by this section;

(ii) The homestead is his primary dwelling place; and

(iii) He has not made application in any other county for the exemption, and has not made application for the exemption on any other homestead in the county.

(d) For the purpose of this section, the definition of "owner" shall be the same definition set forth in section 63-701(7), Idaho Code.

When an "owner," pursuant to the provisions of section 63-701(7), Idaho Code, is any person who is the beneficiary of a revocable or irrevocable trust, or who is a partner of a limited partnership, a member of a limited liability company, or shareholder of a corporation, he or she may provide proof of the trust, limited partnership, limited liability company, or corporation in the manner set forth in section 63-703(4), Idaho Code.

(e) Any owner may request in writing the return of all copies of any documents submitted with the affidavit set forth in section 63-703(4), Idaho Code, that are held by a county assessor, and the copies shall be returned by the county assessor upon submission of the affidavit in proper form.

(f) For the purpose of this section, the definition of "primary dwelling place" shall be the same definition set forth in section 63-701(8), Idaho Code.

(g) For the purpose of this section, the definition of "occupied" shall be the same definition set forth in section 63-701(6), Idaho Code.

(3) An owner need only make application for the exemption described in subsection (1) of this section once, as long as all of the following conditions are met:

(a) The owner has received the exemption during the previous year as a result of his making a valid application as set forth in subsection (2)(c) of this section.

(b) The owner or beneficiary, partner, member or shareholder, as appropriate, still occupies the same homestead for which the owner made application.

(c) The homestead described in paragraph (b) of this subsection is owner-occupied or occupied by a beneficiary, partner, member or shareholder, as appropriate, and used as the primary dwelling place of the owner or beneficiary, partner, member or shareholder, as appropriate.

(4) The exemption allowed by this section shall be effective upon the date of the application and must be taken before the reduction in taxes provided by sections 63-701 through 63-710, Idaho Code, is applied.

(5) Recovery of property tax exemptions allowed by this section but improperly claimed or approved:

(a) Upon discovery of evidence, facts or circumstances indicating any exemption allowed by this section was improperly claimed or approved,

the county assessor shall decide whether the exemption claimed should have been allowed and, if not, notify the taxpayer in writing, assess a recovery of property tax and notify the county treasurer of this assessment. If the county assessor determined that an exemption was improperly approved as a result of county error, the county assessor shall present the discovered evidence, facts or circumstances from the improperly approved exemption to the board of county commissioners, at which time the board may waive a recovery of the property tax and notify such taxpayer in writing.

(b) When information indicating that an improper claim for the exemption allowed by this section is discovered by the state tax commission, the state tax commission may disclose this information to the appropriate county assessor, board of county commissioners and county treasurer. Information disclosed to county officials by the state tax commission under this subsection may be used to decide the validity of any entitlement to the exemption provided in this section and is not otherwise subject to public disclosure pursuant to chapter 1, title 74, Idaho Code.

(c) The assessment and collection of the recovery of property tax must begin within the seven (7) year period beginning the date the assessment notice reflecting the improperly claimed or approved exemption was required to be mailed to the taxpayer.

(d) The taxpayer may appeal to the county board of equalization the decision by the county assessor to assess the recovery of property tax within thirty (30) days of the date the county assessor sent the notice to the taxpayer pursuant to this section. The board may waive the collection of all or part of any costs, late charges, and interest in order to facilitate the collection of the recovery of the property tax.

(e) For purposes of calculating the tax, the amount of the recovered property tax shall be for each year the exemption allowed by this section was improperly claimed or approved, up to a maximum of seven (7) years. The amount of the recovery of property tax shall be calculated using the product of the amount of exempted value for each year multiplied by the levy for that year plus costs, late charges and interest for each year at the rates equal to those provided for delinquent property taxes during that year.

(f) Any recovery of property tax shall be due and payable no later than the date provided for property taxes in section 63-903, Idaho Code, and if not timely paid, late charges and interest, beginning the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section, shall be calculated at the current rate provided for property taxes.

(g) Recovered property taxes shall be billed, collected and distributed in the same manner as property taxes, except each taxing district or unit shall be notified of the amount of any recovered property taxes included in any distribution.

(h) Thirty (30) days after the taxpayer is notified, as provided in paragraph (a) of this subsection, the assessor shall record a notice of intent to attach a lien. Upon the payment in full of such recovered property taxes prior to the attachment of the lien as provided in

paragraph (i) of this subsection, or upon the successful appeal by the taxpayer, the county assessor shall record a rescission of the intent to attach a lien within seven (7) business days of receiving such payment or within seven (7) business days of the county board of equalization decision granting the appeal. If the real property is sold to a bona fide purchaser for value prior to the recording of the notice of the intent to attach a lien, the county assessor and treasurer shall cease the recovery of such unpaid recovered property tax.

(i) Any unpaid recovered property taxes shall become a lien upon the real property in the same manner as provided for property taxes in section 63-206, Idaho Code, except such lien shall attach as of the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section.

(j) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this subsection as recovery of property tax shall be treated as property tax revenue.

(6) The legislature declares that this exemption is necessary and just.

(7) A homestead, having previously qualified for exemption under this section in the preceding year, shall not lose such qualification due to: the owner's, beneficiary's, partner's, member's or shareholder's absence in the current year by reason of active military service, or because the homestead has been leased because the owner, beneficiary, partner, member or shareholder is absent in the current year by reason of active military service. An owner subject to the provisions of this subsection must apply for the exemption with the county assessor every year on or before a deadline date as specified by the county assessor for the county in which the homestead is claimed. If an owner fails to apply on or before the established deadline, the county may, at its discretion, discontinue the exemption for that year.

(8) A homestead, having previously qualified for exemption under this section in the preceding year, shall not lose such qualification due to the owner's, beneficiary's, partner's, member's or shareholder's death during the year of the owner's, beneficiary's, partner's, member's or shareholder's death and the tax year immediately following such death provided that the homestead continues to be a part of the owner's, beneficiary's, partner's, member's or shareholder's estate. After such time, the new owner shall reapply to receive the exemption pursuant to this section and shall meet the qualification criteria contained in this section.

(9) The amount by which each exemption approved under this section exceeds one hundred thousand dollars ($100,000) may, in the discretion of the governing board of a taxing district, be deducted from the new construction roll for the following year prepared by the county assessor in accordance with section 63-301A, Idaho Code, but only to the extent that the amount exceeds the same deduction made in the previous year.

SECTION 2. That Section 63-301A, Idaho Code, be, and the same is hereby amended to read as follows:

63-301A. NEW CONSTRUCTION ROLL. (1) The county assessor shall prepare a new construction roll, which shall be in addition to the property roll, which new construction roll shall show:

(a) The name of the taxpayer;

(b) The description of the new construction, suitably detailed to meet the requirements of the individual county;

(c) A description of the land and its change in use, suitably detailed to meet the needs of the individual county;

(d) The amount of taxable market value added to the property on the current year's property roll that is directly the result of new construction ~~or~~, including a change in use of the land ~~or both~~ associated with the new construction;

(e) The amount of taxable market value added as provided in subsection (3)(g) of this section as a result of dissolution of any revenue allocation area;

(f) The amount of taxable market value to be deducted to reflect the adjustments required in this paragraph~~s (f)(i), (f)(ii), (f)(iii) and (f)(iv) of this subsection~~:

(i) Any board of tax appeals or court-ordered value change, if property has a taxable value lower than that shown on any new construction roll in any one (1) of the immediate five (5) tax years preceding the current tax year;

(ii) Any reduction in value resulting from correction of value improperly included on any previous new construction roll as a result of double or otherwise erroneous assessment;

(iii) Any reduction in value, in any one (1) of the immediate five (5) tax years preceding the current tax year, resulting from a change of land use classification;

(iv) Any reduction in value resulting from the exemption provided in section 63-602W(4), Idaho Code, in any one (1) of the immediate five (5) tax years preceding the current tax year; and

(v) Any voluntary reduction in value reflecting a portion of certain homestead exemptions as provided in section 63-602G(9), Idaho Code.

(2) As soon as possible, but in any event by no later than the first Monday in June, the new construction roll shall be certified to the county auditor and a listing showing the amount of value on the new construction roll in each taxing district or unit be forwarded to the state tax commission on or before the fourth Monday in July. Provided however, the value shown in subsection (3)(f) of this section shall be reported to the appropriate county auditor by the state tax commission by the third Monday in July and the value sent by the county auditor to each taxing district. The value established pursuant to subsection (3)(f) of this section is subject to correction by the state tax commission until the first Monday in September and any such corrections shall be sent to the appropriate county auditor, who shall notify any affected taxing districts.

(3) Except as otherwise provided in this subsection, t~~T~~he value shown on the new construction roll shall include ninety percent (90%) of the taxable market value increase from:

(a) Construction of any new structure that previously did not exist; or

(b) Additions or alterations to existing nonresidential structures; or

(c) Installation of new or used manufactured housing that did not previously exist within the county; or

(d) Change of land use classification associated with the new structure; or
(e) Property newly taxable as a result of loss of the exemption provided by section 63-602W(3) or (4), Idaho Code; or
(f) The construction of any improvement or installation of any equipment used for or in conjunction with the generation of electricity and the addition of any improvement or equipment intended to be so used, except property that has a value allocated or apportioned pursuant to section 63-405, Idaho Code, or that is owned by a cooperative or municipality as those terms are defined in section 61-332A, Idaho Code, or that is owned by a public utility as that term is defined in section 61-332A, Idaho Code, owning any other property that is allocated or apportioned. No replacement equipment or improvements may be included; or
(g) Provided such increases do not include increases already reported on the new construction roll as permitted in paragraphs (j) and (k) of this subsection, increases in value over the base value of property on the base assessment roll within an urban renewal revenue allocation area that has been terminated pursuant to section 50-2909(4), Idaho Code, to the extent that this increment exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, ~~the entire~~ eighty percent (80%) of the increment value. Notwithstanding other provisions of this section, the new construction roll shall not include new construction located within an urban renewal district's revenue allocation area, except as provided in this paragraph; or
(h) New construction, in any one (1) of the immediate five (5) tax years preceding the current tax year, allowable but never included on a new construction roll, provided however, that, for such property, the value on the new construction roll shall reflect the taxable value that would have been included on the new construction roll for the first year in which the property should have been included.
(i) Formerly exempt improvements on state college or state university-owned land for student dining, housing, or other education-related purposes approved by the state board of education and board of regents of the university of Idaho as proper for the operation of such state college or university provided however, such improvements were never included on any previous new construction roll.
(j) Increases in base value when due to previously determined increment value added to the base value as required in sections 50-2903 and 50-2903A, Idaho Code, due to a modification of the urban renewal plan. In this case, the amount added to the new construction roll will equal eighty percent (80%) of the amount by which the increment value in the year immediately preceding the year in which the base value adjustment described in this subsection occurs exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, the entire increment value.
(k) Increases in base value when due to previously determined increment value added to the base value as a result of a de-annexation within a revenue allocation area as defined in section 50-2903, Idaho Code. In this case, the amount added to the new construction roll will equal

eighty percent (80%) of the amount by which the increment value in the year immediately preceding the year in which the de-annexation described in this subsection occurs exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, the entire increment value within the area subject to the de-annexation.

(4) The amount of taxable market value of new construction shall be the change in net taxable market value that is attributable directly to the new construction ~~or~~, a change in use of the land upon completion of the new construction, or loss of the exemption provided by section 63-602W(3) or (4), Idaho Code. It shall not include any change in value of existing property that is due to external market forces such as general or localized inflation, except as provided in subsection (3)(g) of this section.

(5) The amount of taxable market value of new construction shall not include any new construction of property that has been granted a provisional property tax exemption, pursuant to section 63-1305C, Idaho Code. A property owner may apply to the board of county commissioners, if an application is required pursuant to section 63-602, Idaho Code, for an exemption from property tax at the time the initial building permits are applied for or at the time construction of the property has begun, whichever is earlier, or at any time thereafter.

(6) The amount of taxable market value of new construction shall not include any new construction of property for which an exemption from sales and use tax has been granted pursuant to section 63-3622VV, Idaho Code.

SECTION 3. That Section 63-602W, Idaho Code, be, and the same is hereby amended to read as follows:

63-602W. BUSINESS INVENTORY EXEMPT FROM TAXATION -- BUSINESS INVENTORY THAT IS A COMPONENT OF REAL PROPERTY THAT IS A SINGLE FAMILY DWELLING. The following property is exempt from property taxation: business inventory. For the purpose of this section, "business inventory" means all items of tangible personal property or other property, including site improvements, described as:

(1) All livestock, fur-bearing animals, fish, fowl and bees.

(2) All nursery stock, stock-in-trade, merchandise, products, finished or partly finished goods, raw materials, and all forest products subject to the provisions of chapter 17, title 63, Idaho Code, supplies, containers and other personal property that is held for sale or consumption in the ordinary course of the taxpayer's manufacturing, farming, wholesale jobbing, or merchandising business.

(3) Residential improvements never occupied. Once residential improvements are occupied as defined in section 63-317, Idaho Code, they shall be subject to the tax provided by section 63-317, Idaho Code. The provisions of section 63-602Y, Idaho Code, shall not apply to the exemption provided by this subsection. The exemption provided by this subsection applies only to improvements to real property, and only until first occupied. For purposes of this section, the term "residential improvements" means only:

(a) Single family residences; or

(b) Residential townhouses; or

(c) Residential condominium units.

The nonresidential portion of an improvement to real property that is used or is to be used for residential and nonresidential purposes does not qualify for the exemption provided by this section. If an improvement contains multiple residential units, each such unit shall lose the exemption provided in this section when it becomes occupied.

(4) Site improvements that are associated with land, such as roads and utilities, on real property held by the land developer, either as owner or vendee in possession under a land sale contract, for sale or consumption in the ordinary course of the land developer's business until other improvements, such as buildings or structural components of buildings, are ~~begun~~ completed or the real property is conveyed to a third party. For purposes of this subsection, a transfer of title to real property to a legal entity of which at least fifty percent (50%) is owned by the land developer, the land developer's original entity or the same principals who owned the land developer's original entity shall not be considered a conveyance to a third party. For purposes of this subsection, the amount of the exemption shall be the difference between the market value of the land with site improvements and the market value of the land without site improvements as shall be determined by a comparative market analysis of a similarly situated parcel or parcels of real property that have not been improved with such site improvements contemplated by this subsection. In the case the market value of land without site improvements cannot be reasonably assessed because of the absence of comparable sales, an exemption value of seventy-five percent (75%) of the market value of land with site improvements shall be granted to that parcel. An application is required for the exemption provided in this subsection in the first year the exemption is claimed; in subsequent consecutive years no new application is required. The application must be made to the board of county commissioners by April 15 and the taxpayer and county assessor must be notified of any decision and assessment of property by May 15. The decision or assessment of property, or both, of the board of county commissioners may be appealed to the county board of equalization no later than the fourth Monday in June. The applicant shall notify the board of county commissioners in writing of any change in eligibility for the parcel by April 15.

SECTION 4. That Section 63-705, Idaho Code, be, and the same is hereby amended to read as follows:

63-705. PUBLICATION OF CHANGES IN INCOME LIMITATIONS AND PROPERTY TAX OR OCCUPANCY TAX REDUCTION AMOUNTS.

(1) (a) The state tax commission shall publish adjustments to the income limitations, which shall be the greater of:

~~(a) an~~ (i) An individual's income as defined in section 63-701, Idaho Code, of not more than ~~twenty-eight~~ thirty-one thousand nine hundred dollars ($~~28,0~~31,900) per household for tax year ~~2006~~ 2021 and each tax year thereafter; or

~~(b) one~~ (ii) One hundred eighty-five percent (185%) of the federal poverty guidelines for a household of two (2) for tax year ~~2006~~ 2021 and each tax year thereafter.

(b) On and after January 1, 2022, if the current year's assessed value of the home owned by the individual, according to the current year's assessment notice, exceeds one hundred twenty-five percent (125%) of

the median assessed valuation for all homes in the county receiving the homestead exemption pursuant to section 63-602G, Idaho Code, then the individual will instead be referred to the property tax deferral program set forth in sections 63-712 through 63-721, Idaho Code. Using the current year's assessed values, each county shall report the median assessed value of all properties receiving the homestead exemption in such county as of that date to the state tax commission no later than the first Monday in June. Provided, however, the provisions of this paragraph do not apply to a veteran with either a service-connected disability of one hundred percent (100%) or a disability rating based on individual unemployability rating that is compensated at the one hundred percent (100%) disability rate, as certified by the United States department of veterans affairs.

(c) The lowest income limitation shall allow a maximum reduction of one thousand ~~three hundred twenty~~ five hundred dollars ($1,~~320~~500) in tax year ~~2006~~ 2021 and thereafter, or actual property taxes or occupancy taxes, as applicable, whichever is less. Each income limitation and reduction amount shall be prorated based on the basic maximum reduction, in practicable increments so that the highest income limitation will provide for a reduction of ~~one~~ two hundred fifty dollars ($~~1~~250), or actual property taxes, whichever is less.

(2) The tax commission shall publish the adjustments required by this section each and every year the secretary of health and human services announces cost-of-living modifications, pursuant to 42 U.S.C. 415(i). The adjustments shall be published no later than October 1 of each such year and shall be effective for claims filed in and for the following property tax year.

(3) The publication of adjustments under this section shall be exempt from the provisions of chapter 52, title 67, Idaho Code, but shall be provided to each county and to members of the public upon request and without charge.

SECTION 5. That Section 63-705A, Idaho Code, be, and the same is hereby amended to read as follows:

63-705A. SPECIAL PROPERTY TAX OR OCCUPANCY TAX REDUCTION FOR DISABLED VETERANS. (1) For tax year 202~~0~~1 and thereafter, regardless of any reduction received under section 63-705, Idaho Code, a veteran with a service-connected disability of one hundred percent (100%) or a disability rating based on individual unemployability rating that is compensated at the one hundred percent (100%) disability rate, as certified by the United States department of veterans affairs, shall receive a special reduction in property taxes or occupancy taxes levied on his homestead, as defined in section 63-701, Idaho Code. The special tax reduction shall be in the amount of one thousand ~~three~~ five hundred ~~twenty~~ dollars ($1,~~320~~500) or for the amount of the veteran's actual property taxes or occupancy taxes, as applicable, whichever is less. If a veteran qualifies for tax reduction under both this section and section 63-705, Idaho Code, the combined tax reduction amount may not exceed the actual amount of the veteran's property taxes or occupancy taxes on his homestead.

(2) An applicant for a special property tax or occupancy tax reduction under this section shall comply with all procedural requirements set forth in sections 63-701 through 63-710, Idaho Code, with the exception of any income documentation.

(3) In the event that a qualified veteran applies for the special tax reduction in this section but then dies, the veteran's surviving spouse is entitled to receive the special tax reduction in that year and subsequent years, until such time as the surviving spouse remarries, dies, or no longer has property tax levied on the homestead.

SECTION 6. That Section 63-715, Idaho Code, be, and the same is hereby amended to read as follows:

63-715. PROCEDURES -- APPEALS. Elections for deferral of payment of property tax shall be subject to the provisions of section 63-706, Idaho Code, and shall be included on the property tax reduction roll and processed and reviewed as provided in section 63-707, Idaho Code, for claims for property tax relief, except that an application for deferral must be submitted to the state tax commission by no later than the first Monday in September.

SECTION 7. That Section 63-802, Idaho Code, be, and the same is hereby amended to read as follows:

63-802. LIMITATION ON BUDGET REQUESTS -- LIMITATION ON TAX CHARGES -- EXCEPTIONS. (1) Except as otherwise provided in ~~subsections (3) and (4) of~~ this section, no taxing district shall certify a budget request for an amount of property tax revenues to finance an annual budget that exceeds the ~~greater of paragraphs (a) through (k) of this subsection, inclusive~~ maximum sum permitted under this section:

(a) (i) The highest dollar amount of property taxes certified for its annual budget for any one (1) of the three (3) tax years preceding the current tax year, ~~whichever is greater, for the past tax year,~~ which amount may be increased by a growth factor of not to exceed three percent (3%) plus the amount of revenue calculated as described in this subsection. ~~Multiply the levy of the previous year, not including any levy described in subsection (4) of this section, or any school district levy reduction resulting from a distribution of state funds pursuant to section 63-3638(11) or (13), Idaho Code,~~ The taxing district shall determine what portion of the three percent (3%) increase permitted under this subparagraph that it requires and then calculate a preliminary levy rate based on the percent chosen. In calculating the preliminary levy rate, the most current taxable market value shall be used, except that for taxable market values of centrally assessed operating property, the prior year's valuation may be used instead of the current year's taxable market values. The preliminary levy rate shall be multiplied by the value shown on the new construction roll compiled pursuant to section 63-301A, Idaho Code~~.~~, and by ninety percent (90%) of the value of annexation during the previous calendar year, as certified by the state tax commission for taxable market values of operating property of public utilities and by the

county assessor; except for a fire protection district annexing property prior to July 1, 2021, pursuant to section 31-1429, Idaho Code, the new levy rate shall be multiplied by one hundred percent (100%) of the value of any such property annexed prior to July 1, 2021.

(ii) The total budget increase calculated under this paragraph must not exceed eight percent (8%), except that any distribution of funds to a taxing district as a result of the termination of a revenue allocation area of an urban renewal district pursuant to section 50-2909(4), Idaho Code, shall not be subject to such limitation.

(iii) Following the first year in which a fire protection district has annexed city property pursuant to section 31-1429, Idaho Code, the city shall subtract an amount equal to the moneys spent on fire protection services during the last full year the city provided fire protection services to its residents from its budget limitation under this section.

(b) If the taxing district has not imposed a levy for three (3) or more years, the highest dollar amount of property taxes certified for its annual budget for the purpose of paragraph (a)(i) of this subsection shall be t~~T~~he dollar amount of property taxes certified for its annual budget during the last year in which a levy was made~~,~~.

(c) The dollar amount of the actual budget request~~,~~ may be substituted for the amount in paragraph (a) of this subsection if the taxing district is newly created, except as may be provided in paragraph (i) of this subsection~~,~~.

(d) ~~In the case of school districts, the restriction~~ This section does not apply to school district levies imposed in section 33-802, Idaho Code~~,~~.

(e)(i) In the case of a nonschool district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the forgone increase by certifying, in addition to any increase otherwise allowed, ~~an amount not to exceed one hundred percent (100%)~~ any or all of the increase originally forgone. Provided however, that prior to budgeting any forgone increase, the district must provide notice of its intent to do so, hold a public hearing, which may be in conjunction with its annual budget hearing, and certify by resolution the amount of forgone increase to be budgeted and the specific purpose for which the forgone increase is being budgeted. Upon adoption of the resolution, the clerk of the district shall file a copy of the resolution with the county clerk and the state tax commission. Said additional amount shall be included in future calculations for increases as allowed~~,~~, except as provided in subparagraph (iii) of this paragraph.

(ii) If the forgone increase is budgeted for the purpose of maintenance and operations, the rate of recovering the reserved forgone moneys may increase the taxing district's budget by no more than one percent (1%) per year. Provided, however, this cap shall

not apply to a taxing district that budgets its reserved forgone moneys for the purpose of maintenance and operations as long as it does not budget, or reserve as forgone, any portion of the three percent (3%) increase otherwise allowed and does not budget any new construction or annexation increases.

(iii) If the forgone increase is budgeted for a capital project or projects, the rate of recovering the reserved forgone moneys may not exceed three percent (3%) of the taxing district's budget for the year in which the forgone increase is budgeted. Forgone moneys budgeted for a capital project must be deducted from the taxing district's forgone balance in the year in which it is budgeted. Upon completion of such a capital project, the taxing district shall certify such completion to the state tax commission and county clerk. If, upon certification, the state tax commission finds that the taxing district included forgone moneys for a capital project in calculating the increase permitted under paragraph (a) of this subsection, the state tax commission shall direct the taxing district to reduce its property tax budget for any year in which the forgone moneys were used to calculate a budget increase, in an amount equal to the forgone moneys budgeted plus any increases attributed to the forgone moneys improperly included in the taxing district's property tax budget. For the purpose of this paragraph, a capital project includes:

1. The construction, expansion, renovation, or replacement of public facilities, including the acquisition of land and other site improvements;

2. The construction, expansion, or reconstruction of public works improvements, including roads, bridges, water systems, sewer systems, and broadband systems; and

3. The purchase of equipment with a useful life of ten (10) years or more.

(f) If a taxing district elects to budget less than the maximum allowable increase in the dollar amount of property taxes, the taxing district may reserve the right to recover all or any portion of that year's forgone increase in a subsequent year by adoption of a resolution specifying the dollar amount of property taxes being reserved. Otherwise, that year's forgone increase may not be recovered under paragraph (e) of this subsection. The district must provide notice of its intent to do so and hold a public hearing, which may be in conjunction with its annual budget hearing if applicable. The resolution to reserve the right to recover the forgone increase for that year shall be adopted at the annual budget hearing of the taxing district if the district has a budget hearing requirement~~.~~.

(g) In the case of cities, if the immediately preceding year's levy subject to the limitation provided by this section is less than 0.004, the city may increase its budget by an amount not to exceed the difference between 0.004 and actual prior year's levy multiplied by the prior year's market value for assessment purposes. The additional amount must be approved by sixty percent (60%) of the voters voting on the question at an election called for that purpose and held on the date in May or

November provided by law and may be included in the annual budget of the city for purposes of this section~~:~~.

(h) A taxing district may submit to the electors within the district the question of whether the budget from property tax revenues may be increased beyond the amount authorized in this section, but not beyond the levy authorized by statute. The additional amount must be approved by sixty-six and two-thirds percent (66 2/3%) or more of the voters voting on the question at an election called for that purpose and held on the May or November dates provided by section 34-106, Idaho Code. If approved by the required minimum sixty-six and two-thirds percent (66 2/3%) of the voters voting at the election, the new budget amount shall be the base budget for the purposes of this section~~:~~.

(i) When a nonschool district consolidates with another nonschool district or dissolves and a new district performing similar governmental functions as the dissolved district forms with the same boundaries within three (3) years, the maximum amount of a budget of the district from property tax revenues shall not be greater than the sum of the amounts that would have been authorized by this section for the district itself or for the districts that were consolidated or dissolved and incorporated into a new district~~:~~.

(j) ~~In the instance or case of cooperative service agencies, the restrictions imposed in sections 33-315 through 33-318, Idaho Code;~~ This section does not apply to cooperative service agency levies imposed in sections 33-317 and 33-317A, Idaho Code.

(k) The amount of money received in the twelve (12) months immediately preceding June 30 of the current tax year as a result of distributions of the tax provided in section 63-3502B(2), Idaho Code.

(2) In the case of fire districts, during the year immediately following the election of a public utility or public utilities to consent to be provided fire protection pursuant to section 31-1425, Idaho Code, the maximum amount of property tax revenues permitted in subsection (1) of this section may be increased by an amount equal to the current year's taxable value of the consenting public utility or public utilities multiplied by that portion of the prior year's levy subject to the limitation provided by subsection (1) of this section.

(3) No board of county commissioners shall set a levy, nor shall the state tax commission approve a levy for annual budget purposes, which exceeds the limitation imposed in subsection (1) of this section unless authority to exceed such limitation has been approved by a majority of the taxing district's electors voting on the question at an election called for that purpose and held pursuant to section 34-106, Idaho Code, provided however, that such voter approval shall be for a period of not to exceed two (2) years.

(4) The amount of property tax revenues to finance an annual budget does not include revenues from nonproperty tax sources and does not include revenue from levies for the payment of judicially confirmed obligations pursuant to sections 63-1315 and 63-1316, Idaho Code, and revenue from levies that are voter-approved for bonds, override levies or supplemental levies, plant facilities reserve fund levies, school emergency fund levies or for levies applicable to newly annexed property or for levies applicable to new construction as evidenced by the value of property subject to the occupancy

tax pursuant to section 63-317, Idaho Code, for the preceding tax year. The amount of property tax revenues to finance an annual budget does not include any property taxes that were collected and refunded on property that is exempt from taxation, pursuant to section 63-1305C, Idaho Code.

(5) The amount of property tax revenues to finance an annual budget shall include moneys received as recovery of property tax for a revoked provisional property tax exemption under section 63-1305C, Idaho Code.

SECTION 8. That Section 63-313, Idaho Code, be, and the same is hereby amended to read as follows:

63-313. SPECIAL PROVISIONS FOR TRANSIENT PERSONAL PROPERTY. (1) All transient personal property shall be listed by the owner and shall show the quantity, name, model, serial number, if any, year of manufacture, date of purchase, cost, whether new or used and other identifying information required by the county assessor. The list of transient personal property shall identify the owner of the property and shall be filed with the home county assessor on or before the first day of November of each year. The owner of transient personal property may elect to treat as his home county that county in which he maintains his residence or usual place of business or in which the transient personal property is usually kept. The report shall be made on forms prescribed by the state tax commission and shall identify periods of thirty (30) days or more during which the personal property is located in a county, specifying the location of the transient personal property for each month of the current calendar year with a projection of the location for the remaining months of November and December.

(2) The county assessor of the home county or the receiving county of the listing shall file within ten (10) days with the county assessor of all counties identified on the report a copy of the report. Each county so identified shall then place a prorated assessment on such personal property on the subsequent or missed property roll only for the length of time that the personal property was located in their county.

(3) In the event that any transient personal property has been or will be taxed for the current year in another state, the property shall be taxed for only that portion of the year that the transient personal property is kept and does remain in the state of Idaho.

(4) The provisions of this section shall not apply to transient personal property in transit through this state, or to transient personal property sold by the owner thereof in the home county upon which the taxes for the full year have been paid or secured, which said transient personal property is kept, moved, transported, shipped or hauled into and remaining in another county, and there kept or remaining either for the purpose of use or sale within the current year.

(5) For transient personal property valued at ~~over~~ more than one hundred thousand dollars ($100,000), any exemption in section 63-602KK, Idaho Code, available to the taxpayer shall be allocated among counties based on the prorated value provided in subsection (2) of this section.

(6) Beginning January 1, 2022, all transient personal property is exempt from taxation. No replacement moneys shall be provided as a result of this subsection.

SECTION 9. That Section 63-602KK, Idaho Code, be, and the same is hereby amended to read as follows:

63-602KK. PROPERTY EXEMPT FROM TAXATION -- CERTAIN PERSONAL PROPERTY. (1) (a) An item of taxable personal property purchased on or after January 1, 2013, shall be exempt from property taxation if the item of taxable personal property has an acquisition price of three thousand dollars ($3,000) or less.

(b) For purposes of this section, the term "acquisition cost" means all costs required to put an item of taxable personal property into service and includes:

(i) The purchase price of a new or used item;

(ii) The cost of freight and shipping;

(iii) The cost of installation, engineering, erection or assembly; and

(iv) Sales and use taxes.

(c) For purposes of this subsection, an "item of taxable personal property" means equipment, machinery, furniture or other personal property that is functioning at its highest and best use for the purpose it was designed and constructed and is generally capable of performing that function without being combined with other items of personal property. An item of taxable personal property is not an individual component part of a piece of equipment, machinery, furniture or other personal property as a whole. An item of taxable personal property does not include an improvement to real property, a part that will become an improvement, or anything defined as a fixture.

(2) (a) On and after January 1, 2015, except as provided in subsection (8) of this section, each person's personal property, located in the county, which is not otherwise exempt, shall be exempt to the extent of one hundred thousand dollars ($100,000).

(b) On and after January 1, 2022, except as provided in subsection (8) of this section, each person's personal property, located in the county, which is not otherwise exempt, shall be exempt to the extent of an additional amount of one hundred fifty thousand dollars ($150,000). The combined exemption under this paragraph and paragraph (a) of this subsection shall not exceed a total amount of two hundred fifty thousand dollars ($250,000).

(c) For the purposes of this section, a person includes two (2) or more people using the property in a common enterprise who are within a relationship described in section 267 of the Internal Revenue Code, as defined in section 63-3004, Idaho Code.

(3) (a) No later than the third Monday of November 2013, the county clerk of each county shall certify to the state tax commission the amount of exemption from property taxes under subsection (2) (a) of this section, in that county for that year. No later than the third Monday of November 2022, the county clerk of each county shall certify to the state tax commission the amount of exemption from property taxes under subsection (2) (b) of this section in that county for that year. The certification shall identify the property receiving tax reductions, the value of the property, the property's location, the amount of the tax

levy applicable to personal property in the location, and the tax before and after the exemption allowed in subsection (2) of this section. The certification shall be in the form prescribed by the state tax commission and shall include such additional information as the commission may require by rule as needed to implement the purpose of this section. The certification shall be reviewed and, if necessary, corrected by the state tax commission.

(b) Except as provided in subsection (7) of this section, ~~the year beginning January 1, 2014, and every year thereafter,~~ a taxing district created prior to January 1, 2013, shall be eligible for reimbursement for the exemptions granted under subsection (2)(a) and (b) of this section. A taxing district created on and after January 1, 2013, and prior to January 1, 2022, shall be eligible for reimbursement of property taxes exempted only under subsection (2)(b) of this section. A taxing district created on or after January 1, 2022, shall not be eligible for reimbursement of any property taxes exempted under this section. T~~t~~he amount of annual replacement of property tax on personal property exempted pursuant to subsection (2) of this section shall be the amount approved by the state tax commission pursuant to paragraph (a) of this subsection.

(4) (a) Subject to the limitations of this section, the state tax commission shall reimburse from the amount appropriated for personal property tax replacement in section 63-3638, Idaho Code, the county treasurer of each county for the reduction on the certifications provided in subsection (3) of this section. The county treasurer shall reimburse from the amount received to each taxing district within the county an amount in proportion to the amount of reduction shown on the certifications in subsection (3) of this section as corrected. The amount that would otherwise be attributable to tax revenues derived from tax levies on personal property exempted by this section within an existing revenue allocation area as defined in section 50-2903(15), Idaho Code, shall be paid directly by the county treasurer to such public body or agency entitled thereto, equal to the amounts that would have been distributed in accordance with the formula for such distribution set forth in section 50-2908, Idaho Code. ~~Taxing districts created on or after January 1, 2013, shall not be eligible for the reimbursement provided for in this paragraph.~~

(b) The state tax commission shall pay one-half (1/2) of the reimbursement provided in this section no later than December 20 of each year, and the second one-half (1/2) shall be paid by no later than June 20 of the following year. The money received by the county tax collector under the provisions of this section may be considered by counties and other taxing districts and budgeted against at the same time, and in the same manner, and in the same year as revenues from taxation. The total amount paid to the county treasurers shall not exceed the amount certified to the state tax commission under subsection (3) of this section.

(c) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received from distributions pursuant to section 63-3638, Idaho Code, as property tax replacement for the taxable value of prop-

erty exempt from taxation pursuant to this section shall be treated as property tax revenues.

(5) (a) Nothing contained in this section shall affect the taxation of forest lands or forest products pursuant to chapter 17, title 63, Idaho Code, or the taxation of the net profits of mines pursuant to chapter 28, title 63, Idaho Code.

(b) The exemption from personal property tax provided for in subsection (2) of this section shall not apply to motor vehicles, recreational vehicles, aircraft and boats that are not registered with the state of Idaho and for which required registration fees have not been paid.

(6) (a) The application for the exemption provided for in subsection (2) of this section shall be in the form prescribed by the state tax commission and shall include such information as the state tax commission may require by rule as needed to implement the purpose of this section including, but not limited to, a list of each item of personal property, the purchase date of each item of personal property, the unit cost of each item of personal property, if more than the exemption allowed in subsection (1) of this section, and the total cost of the items of personal property.

(b) The application for this exemption, if the county is capable of so providing, may be transmitted by the county assessor electronically, as that term is defined in section 63-115, Idaho Code, when requested by the taxpayer, or mailed by the county assessor to the taxpayer, or his agent or representative at the taxpayer's last known post office address, no later than March 1 of each year. The transmission or mailing of the application shall also include the taxpayer's application for the exemption allowed by this section for the last year in which the taxpayer filed an application.

(c) A taxpayer need only make application for the exemption in this section once as long as all of the following conditions are met:

(i) The taxpayer has received the exemption during the previous year as a result of him making a valid application as defined in this section.

(ii) The amount of the exemption allowed by this section is more than the taxable value of personal property owned by the taxpayer.

(iii) The taxpayer has not made purchases of personal property, excluding items of taxable personal property exempted pursuant to subsection (1) of this section, that would cause the taxable value of the personal property owned by the taxpayer to exceed the maximum amount allowed as an exemption by this section.

(d) Knowingly failing to report changes in the taxable value of personal property that exceed the amount of the exemption allowed pursuant to this section shall subject the taxpayer to a fine not in excess of ten thousand dollars ($10,000) in addition to other penalties set forth in this chapter.

(7) Recovery of property tax exemptions allowed by this section but improperly claimed:

(a) Upon discovery of evidence, facts or circumstances indicating any exemption allowed by this section was improperly claimed, the county assessor shall decide whether the exemption claimed should have been

allowed, and if not, notify the board of county commissioners, at which time the board may waive a recovery of the property tax and notify such taxpayer in writing.

(b) The assessment and collection of the recovery of property tax must begin within the seven (7) year period beginning on the date the assessment notice reflecting the improperly claimed exemption was required to be mailed to the taxpayer.

(c) The taxpayer may appeal to the board of tax appeals the decision by the board of county commissioners to assess the recovery of property tax within thirty (30) days of the date the county assessor sent the notice to the taxpayer pursuant to this section.

(d) For purposes of calculating the tax, the amount of the recovered property tax shall be for each year the exemption allowed by this section was improperly claimed or approved, up to a maximum of seven (7) years. The amount of the recovery of property tax shall be calculated using the product of the amount of exempted value for each year multiplied by the levy for that year plus costs, late charges and interest for each year at the rates equal to those provided for delinquent property taxes during that year. In cases of fraud, the fine set forth in subsection (6)(d) of this section shall be assessed for each tax year.

(e) Any recovery of property tax shall be due and payable no later than the date provided for property taxes in section 63-903, Idaho Code, and if not timely paid, late charges and interest, beginning the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section, shall be calculated at the current rate provided for property taxes.

(f) Recovered property taxes shall be billed, collected and distributed in the same manner as property taxes. If the recovery is for property tax for which the state provided replacement money, the amounts recovered shall be reported and remitted to the state tax commission, which shall reimburse the general fund. The state tax commission will then notify each affected taxing district or unit of its proportionate share of the recovered property tax, which amount shall be deducted from future payments to be made pursuant to subsection (3) of this section.

(g) Thirty (30) days after the taxpayer is notified, as provided in paragraph (a) of this subsection, the assessor shall record a notice of intent to attach a lien. Upon the payment in full of such recovered property taxes prior to the attachment of the lien as provided in paragraph (h) of this subsection, or upon the successful appeal by the taxpayer, the county assessor shall record a rescission of the intent to attach a lien within seven (7) business days of receiving such payment or within seven (7) business days of the county commissioners' decision granting the appeal.

(h) Any unpaid recovered property taxes shall become a lien upon the taxpayer's personal property in the same manner as provided for property taxes in section 63-206, Idaho Code, except such lien shall attach as of the first day of January in the year following the year the county treasurer sent the notice to the taxpayer pursuant to this section.

(i) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this subsection as recovery of property tax shall be treated as property tax revenue.

(8) For operating property with values apportioned to more than one (1) county, the personal property exemption shall be subtracted from the Idaho allocated value prior to apportionment and, for private railcar companies, prior to determining whether their values are to be apportioned. Notwithstanding amounts calculated as provided in subsection (1) of this section, the amount of the exemption otherwise provided in subsection (2) of this section shall be calculated as follows:

(a) Take the lesser amount of:

(i) The number of counties in which a company has operating property multiplied by ~~one~~ two hundred fifty thousand dollars ($~~10~~250,000); or

(ii) The total statewide value of eligible personal property reported by the company.

(b) Reduce the amount calculated in paragraph (a) of this subsection by the value of any nonoperating personal property granted the exemption otherwise found in subsection (2) of this section, as reported by county assessors.

SECTION 10. That Section 63-803, Idaho Code, be, and the same is hereby amended to read as follows:

63-803. CERTIFICATION OF BUDGETS IN DOLLARS. (1) Whenever any taxing district is required by law to certify to any county treasurer, county auditor, county assessor, county commissioners, or ~~to any~~ other county officer, any property tax levy~~, upon~~ on property located within said district, such certification shall, notwithstanding any other provision of the law applicable to any such district, be made at the time and in the manner hereinafter provided.

(2) The county auditor shall inform each of the taxing districts within his county of the taxable value of that district as soon as such value is known to the auditor, whether the value comes from the appraisal and assessment of real and personal property, ~~or~~ from allocation of the taxable value of operating property, or from other sources.

(3) Using the taxable value of the district, the council, trustees, board or other governing body of any taxing district shall certify the total amount required from a property tax upon property within the district to raise the amount of money fixed by ~~their~~ its budget as previously prepared or approved. The amount of money so determined shall be certified in dollars to the appropriate county commissioners. Any taxing unit, except regional airport authorities, located in more than one (1) county shall divide its dollar budget for certification to the separate counties by multiplying the amount of such budget by a fraction, the numerator of which shall be the total taxable value of all property in such taxing unit within the county to which such certification is to be made, and the denominator of which shall be the total taxable value of property in such taxing unit in all such counties. Budget certification to the participating counties of regional airport authorities shall be made in the manner prescribed in section 21-807(10), Idaho Code. Taxable value shall be certified by the county auditor of each

affected county to such taxing unit and such certification shall be used in this formula. Except as provided in section 33-805, Idaho Code, relating to school emergency fund levies, the certification to the county commissioners required in this section shall be made not later than the Thursday prior to the second Monday in September, unless, upon application therefor, the county commissioners grant an extension of not more than seven (7) working days. After receipt of this certification, the county commissioners shall make a tax levy as a percent of taxable value of all property in the taxing district which, when applied to the tax rolls, will meet the budget requirements certified by such taxing districts.

(4) Except as provided in section 50-2908(1), Idaho Code, for the purpose of this section, "taxable value" shall mean the portion of the equalized assessed value, less any exemptions, not including the additional exemption provided for tax year 2022 in section 63-602KK(2)(b), Idaho Code, and the value that exceeds the value of the base assessment roll for the portion of any taxing district within a revenue allocation area of an urban renewal district, located within each taxing district ~~which~~ that certifies a budget to be raised from a property tax levy. When the county auditor is notified of revenues sufficient to cover expenses as provided in section 50-2903(5), Idaho Code, taxable value shall also include the value that exceeds the value of the base assessment roll for the portion of any taxing district within a revenue allocation area. For each taxing district, taxable value shall include the value from the property and operating property rolls for the current year and subsequent and missed property rolls for the prior year or the best estimate of the subsequent and missed property rolls for the current year.

SECTION 11. That Section 63-3638, Idaho Code, be, and the same is hereby amended to read as follows:

63-3638. SALES TAX -- DISTRIBUTION. All moneys collected under this chapter, except as may otherwise be required in sections 63-3203, 63-3620F, and 63-3709, Idaho Code, and except as provided in subsection (16) of this section, shall be distributed by the state tax commission as follows:

(1) An amount of money shall be distributed to the state refund account sufficient to pay current refund claims. All refunds authorized under this chapter by the state tax commission shall be paid through the state refund account, and those moneys are continuously appropriated.

(2) Five million dollars ($5,000,000) per year is continuously appropriated and shall be distributed to the permanent building fund, provided by section 57-1108, Idaho Code.

(3) Four million eight hundred thousand dollars ($4,800,000) per year is continuously appropriated and shall be distributed to the water pollution control fund established by section 39-3628, Idaho Code.

(4) An amount equal to the sum required to be certified by the chairman of the Idaho housing and finance association to the state tax commission pursuant to section 67-6211, Idaho Code, in each year is continuously appropriated and shall be paid to any capital reserve fund established by the Idaho housing and finance association pursuant to section 67-6211, Idaho Code. Such amounts, if any, as may be appropriated hereunder to the capital reserve fund of the Idaho housing and finance association shall be repaid for

distribution under the provisions of this section, subject to the provisions of section 67-6215, Idaho Code, by the Idaho housing and finance association, as soon as possible, from any moneys available therefor and in excess of the amounts the association determines will keep it self-supporting.

(5) An amount equal to the sum required by the provisions of sections 63-709 and 63-717, Idaho Code, after allowance for the amount appropriated by section 63-718(3), Idaho Code, is continuously appropriated and shall be paid as provided by sections 63-709 and 63-717, Idaho Code.

(6) An amount required by the provisions of chapter 53, title 33, Idaho Code.

(7) An amount required by the provisions of chapter 87, title 67, Idaho Code.

(8) For fiscal year 2011 and each fiscal year thereafter, four million one hundred thousand dollars ($4,100,000), of which two million two hundred thousand dollars ($2,200,000) shall be distributed to each of the forty-four (44) counties in equal amounts and one million nine hundred thousand dollars ($1,900,000) shall be distributed to the forty-four (44) counties in the proportion that the population of the county bears to the population of the state. For fiscal year 2012 and for each fiscal year thereafter, the amount distributed pursuant to this subsection shall be adjusted annually by the state tax commission in accordance with the consumer price index for all urban consumers (CPI-U) as published by the U.S. department of labor, bureau of labor statistics, but in no fiscal year shall the total amount allocated for counties under this subsection be less than four million one hundred thousand dollars ($4,100,000). Any increase resulting from the adjustment required in this section shall be distributed to each county in the proportion that the population of the county bears to the population of the state. Each county shall establish a special election fund to which shall be deposited all revenues received from the distribution pursuant to this subsection. All such revenues shall be used exclusively to defray the costs associated with conducting elections as required of county clerks by the provisions of section 34-1401, Idaho Code.

(9) One dollar ($1.00) on each application for certificate of title or initial application for registration of a motor vehicle, snowmobile, all-terrain vehicle or other vehicle processed by the county assessor or the Idaho transportation department, excepting those applications in which any sales or use taxes due have been previously collected by a retailer, shall be a fee for the services of the assessor of the county or the Idaho transportation department in collecting such taxes and shall be paid into the current expense fund of the county or state highway account established in section 40-702, Idaho Code.

(10) Eleven and five-tenths percent (11.5%) is continuously appropriated and shall be distributed to the revenue-sharing account, which is hereby created in the state treasury, and the moneys in the revenue-sharing account will be paid in installments each calendar quarter by the state tax commission on and after July 1, 2020, as follows:

(a) Forty-five and two-tenths percent (45.2%) shall be paid to the various cities as follows:

(i) The revenue-sharing amount calculated by the state tax commission for the various cities for each quarter of fiscal year 2020

shall be the base amount for current quarterly revenue distribution amounts. The state tax commission shall calculate the per capita distribution for each city resulting from the previous fiscal year's distributions.

(ii) If there is no change in the amount of the revenue-sharing account from the same quarter of the previous fiscal year, then the various cities shall receive the same amount received for the same quarter of the previous fiscal year.

(iii) If the balance of the revenue-sharing account for the current quarter is greater than the balance of the revenue-sharing account for the same quarter of the previous fiscal year, then:

1. If the distributions made to the cities during the same quarter of the previous fiscal year were below the base amount established in fiscal year 2020, then the various cities shall first receive a proportional increase up to the base amount for each city and up to a one percent (1%) increase over such base amount. Any remaining moneys shall be distributed to cities with a below-average per capita distribution in the proportion that the population of that city bears to the population of all cities with below-average per capita distributions within the state.

2. If the distributions made to the cities during the same quarter of the previous fiscal year were at or above the base amount established in fiscal year 2020, then the cities shall receive the same distribution they received during the same quarter of the previous fiscal year plus a proportional increase up to one percent (1%). Any remaining moneys shall be distributed to the cities with a below-average per capita distribution in the proportion that the population of that city bears to the population of all cities with a below-average per capita distribution within the state.

(iv) If the balance of the revenue-sharing account for the current quarter is less than the balance of the revenue-sharing account for the same quarter of the previous fiscal year, then the cities shall first receive a proportional reduction down to the base amount established in fiscal year 2020. If further reductions are necessary, the cities shall receive reductions based on the proportion that each city's population bears to the population of all cities within the state.

(b) Forty-seven and one-tenth percent (47.1%) shall be paid to the various counties as follows:

(i) Fifty-nine and eight-tenths percent (59.8%) of the amount to be distributed under this paragraph (b) of this subsection shall be distributed as follows:

1. One million three hundred twenty thousand dollars ($1,320,000) annually shall be distributed one forty-fourth (1/44) to each of the various counties; and

2. The balance of such amount shall be paid to the various counties, and each county shall be entitled to an amount in

the proportion that the population of that county bears to the population of the state; and

(ii) Forty and two-tenths percent (40.2%) of the amount to be distributed under this paragraph (b) of this subsection shall be distributed as follows:

1. Each county that received a payment under the provisions of section 63-3638(e), Idaho Code, as that subsection existed immediately prior to July 1, 2000, during the fourth quarter of calendar year 1999, shall be entitled to a like amount during succeeding calendar quarters.

2. If the dollar amount of money available under this subsection (10)(b)(ii) in any quarter does not equal the amount paid in the fourth quarter of calendar year 1999, each county's payment shall be reduced proportionately.

3. If the dollar amount of money available under this subsection (10)(b)(ii) in any quarter exceeds the amount paid in the fourth quarter of calendar year 1999, each county shall be entitled to a proportionately increased payment, but such increase shall not exceed one hundred five percent (105%) of the total payment made in the fourth quarter of calendar year 1999.

4. If the dollar amount of money available under this subsection (10)(b)(ii) in any quarter exceeds one hundred five percent (105%) of the total payment made in the fourth quarter of calendar year 1999, any amount over and above such one hundred five percent (105%) shall be paid to the various counties in the proportion that the population of the county bears to the population of the state; and

(c) Seven and seven-tenths percent (7.7%) of the amount appropriated in this subsection shall be paid to the several counties for distribution to special purpose taxing districts as follows:

(i) Each such district that received a payment under the provisions of section 63-3638(e), Idaho Code, as such subsection existed immediately prior to July 1, 2000, during the fourth quarter of calendar year 1999, shall be entitled to a like amount during succeeding calendar quarters.

(ii) If the dollar amount of money available under this subsection (10)(c) in any quarter does not equal the amount paid in the fourth quarter of calendar year 1999, each special purpose taxing district's payment shall be reduced proportionately.

(iii) If the dollar amount of money available under this subsection (10)(c) in any quarter exceeds the amount distributed under paragraph (c)(i) of this subsection, each special purpose taxing district shall be entitled to a share of the excess based on the proportion each such district's current property tax budget bears to the sum of the current property tax budgets of all such districts in the state. The state tax commission shall calculate district current property tax budgets to include any unrecovered forgone amounts as determined under section 63-802(1)(e), Idaho Code. When a special purpose taxing district is situated in more

than one (1) county, the state tax commission shall determine the portion attributable to the special purpose taxing district from each county in which it is situated.

(iv) If special purpose taxing districts are consolidated, the resulting district is entitled to a base amount equal to the sum of the base amounts received in the last calendar quarter by each district prior to the consolidation.

(v) If a special purpose taxing district is dissolved or disincorporated, the state tax commission shall continuously distribute to the board of county commissioners an amount equal to the last quarter's distribution prior to dissolution or disincorporation. The board of county commissioners shall determine any redistribution of moneys so received.

(vi) Taxing districts formed after January 1, 2001, are not entitled to a payment under the provisions of this paragraph (c) of this subsection.

(vii) For purposes of this paragraph (c) of this subsection, a special purpose taxing district is any taxing district that is not a city, a county, or a school district.

(11) Amounts calculated in accordance with section 2, chapter 356, laws of 2001, for annual distribution to counties and other taxing districts beginning in October 2001 for replacement of property tax on farm machinery and equipment exempted pursuant to section 63-602EE, Idaho Code. For nonschool districts, the state tax commission shall distribute one-fourth (1/4) of this amount certified quarterly to each county. For school districts, the state tax commission shall distribute one-fourth (1/4) of the amount certified quarterly to each school district. For nonschool districts, the county auditor shall distribute to each district within thirty (30) calendar days from receipt of moneys from the state tax commission. Moneys received by each taxing district for replacement shall be utilized in the same manner and in the same proportions as revenues from property taxation. The moneys remitted to the county treasurer for replacement of property exempt from taxation pursuant to section 63-602EE, Idaho Code, may be considered by the counties and other taxing districts and budgeted at the same time, in the same manner and in the same year as revenues from taxation on personal property which these moneys replace. If taxing districts are consolidated, the resulting district is entitled to an amount equal to the sum of the amounts received in the last calendar quarter by each district pursuant to this subsection prior to the consolidation. If a taxing district is dissolved or disincorporated, the state tax commission shall continuously distribute to the board of county commissioners an amount equal to the last quarter's distribution prior to dissolution or disincorporation. The board of county commissioners shall determine any redistribution of moneys so received. If a taxing district annexes territory, the distribution of moneys received pursuant to this subsection shall be unaffected. Taxing districts formed after January 1, 2001, are not entitled to a payment under the provisions of this subsection. School districts shall receive an amount determined by multiplying the sum of the year 2000 school district levy minus .004 times the market value on December 31, 2000, in the district of the property exempt from taxation pursuant to section 63-602EE, Idaho Code, provided that the

result of these calculations shall not be less than zero (0). The result of these school district calculations shall be further increased by six percent (6%). For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this section as property tax replacement for property exempt from taxation pursuant to section 63-602EE, Idaho Code, shall be treated as property tax revenues.

(12) Amounts necessary to pay refunds as provided in section 63-3641, Idaho Code, to a developer of a retail complex shall be remitted to the demonstration pilot project fund created in section 63-3641, Idaho Code.

(13) Amounts calculated in accordance with ~~subsection (4) of~~ section 63-602KK(4), Idaho Code, for annual distribution to counties and other taxing districts for replacement of property tax on personal property tax exemptions pursuant to ~~subsection (2) of~~ section 63-602KK(2), Idaho Code, which amounts are continuously appropriated unless the legislature enacts a different appropriation for a particular fiscal year. For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this section as property tax replacement for property exempt from taxation pursuant to section 63-602KK, Idaho Code, shall be treated as property tax revenues. If taxing districts are consolidated, the resulting district is entitled to an amount equal to the sum of the amounts that were received in the last calendar year by each district pursuant to this subsection prior to the consolidation. If a taxing district or revenue allocation area annexes territory, the distribution of moneys received pursuant to this subsection shall be unaffected. Taxing districts and revenue allocation areas formed after January 1, ~~2013~~ 2022, are not entitled to a payment under the provisions of this subsection.

(14) Amounts collected from purchasers and paid to the state of Idaho by retailers that are not engaged in business in this state and which retailer would not have been required to collect the sales tax, less amounts otherwise distributed in subsections (1) and (10) of this section, shall be distributed to the tax relief fund created in section 57-811, Idaho Code. The state tax commission will determine the amounts to be distributed under this subsection.

(15) Any moneys remaining over and above those necessary to meet and reserve for payments under other subsections of this section shall be distributed to the general fund.

(16) One percent (1%), but not less than fifteen million dollars ($15,000,000), is continuously appropriated and shall be distributed to the transportation expansion and congestion mitigation fund established in section 40-720, Idaho Code. The distribution provided for in this subsection must immediately follow the distribution provided for in subsection (10) of this section.

SECTION 12. SEVERABILITY. The provisions of this act are hereby declared to be severable and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this act.

SECTION 13. An emergency existing therefor, which emergency is hereby declared to exist, Sections 1, 2, 3, 4, 5, 6, 7, and 12 of this act shall be in

full force and effect on and after passage and approval, and retroactively to January 1, 2021. Sections 8, 9, 10, and 11 of this act shall be in full force and effect on and after January 1, 2022.

Alexis Pickering, President
Miranda Gold, Vice-President
Jim Hansen, Commissioner
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

Date: September 30, 2024

To: Jeff Hatch and Steve Thiessen, Hatch Design Architecture

Daniel and Jessica Isbell, Owners

Staff Contact: Sam Standal, Assistant Traffic Engineer

Project Description: Annexation and Rezone

Trip Generation: This development is not estimated to generate any new vehicle trips per day, based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

Proposed Development Meets	
All ACHD Policies	N/A
Requires Revisions to meet ACHD Policies	

Traffic Impact Study	
Yes	
No	X
If yes, is mitigation required	

Area Roadway Level of Service	
Do area roadways meet ACHD's LOS Planning Thresholds?	
Yes	X
No	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?	
Yes	
No	

ACHD Planned Improvements	
IFYWP	
CIP	

Livable Street Performance Measures	
Pedestrian	LTS4
Cyclist	LTS4

Is Transit Available?	
Yes	
No	X

Comments:

Development Services Department

Project/File: **Kuna Mora Industrial Rezone / KUNA24-0010 / 24-05-AN, 24-02-DA**
This annexation and rezone application is for the conversion of a 4-acre site from RP to M-1 to enable the construction of 28,800 square-feet of industrial flex buildings.

Lead Agency: City of Kuna

Site address: 5895 W Kuna Mora Road

Staff Approval: September 30, 2024

Applicant: Jeff Hatch, Hatch Design Architecture
200 W 36th Street
Boise, ID 83714

Representative: Steve Thiessen
200 W 36th Street
Boise, ID 83714

Staff Contact: Sam Standal
Phone: 208-387-6384
E-mail: sstandal@achdidaho.org

Report Summary:

ACHD Planned Improvements 2
Level of Service Planning Thresholds 2
A. Site Specific Conditions of Approval 3
B. Vicinity Map 4
C. Findings for Consideration 5
D. Policy 7
E. Standard Conditions of Approval 11
F. Conclusions of Law 12
Request for Appeal of Staff Decision 13

ACHD Planned Improvements

1. Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):

There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District's Capital Improvement Plan (CIP).

Level of Service Planning Thresholds

1. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Kuna Mora Road	375-feet	Expressway	106	Better than "E"
Curtis Road	311-feet	Local Industrial	4	Better than "E"

* Acceptable level of service for a two-lane principal arterial is "E" (690 VPH).

** ACHD does not set level of service thresholds for State Highways.

2. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Kuna Mora east of Cole Road was 3,746 on March 20, 2024.
- The average daily traffic count for Curtis Road south of Kuna Mora Road was 310 on April 17, 2024.

A. Site Specific Conditions of Approval

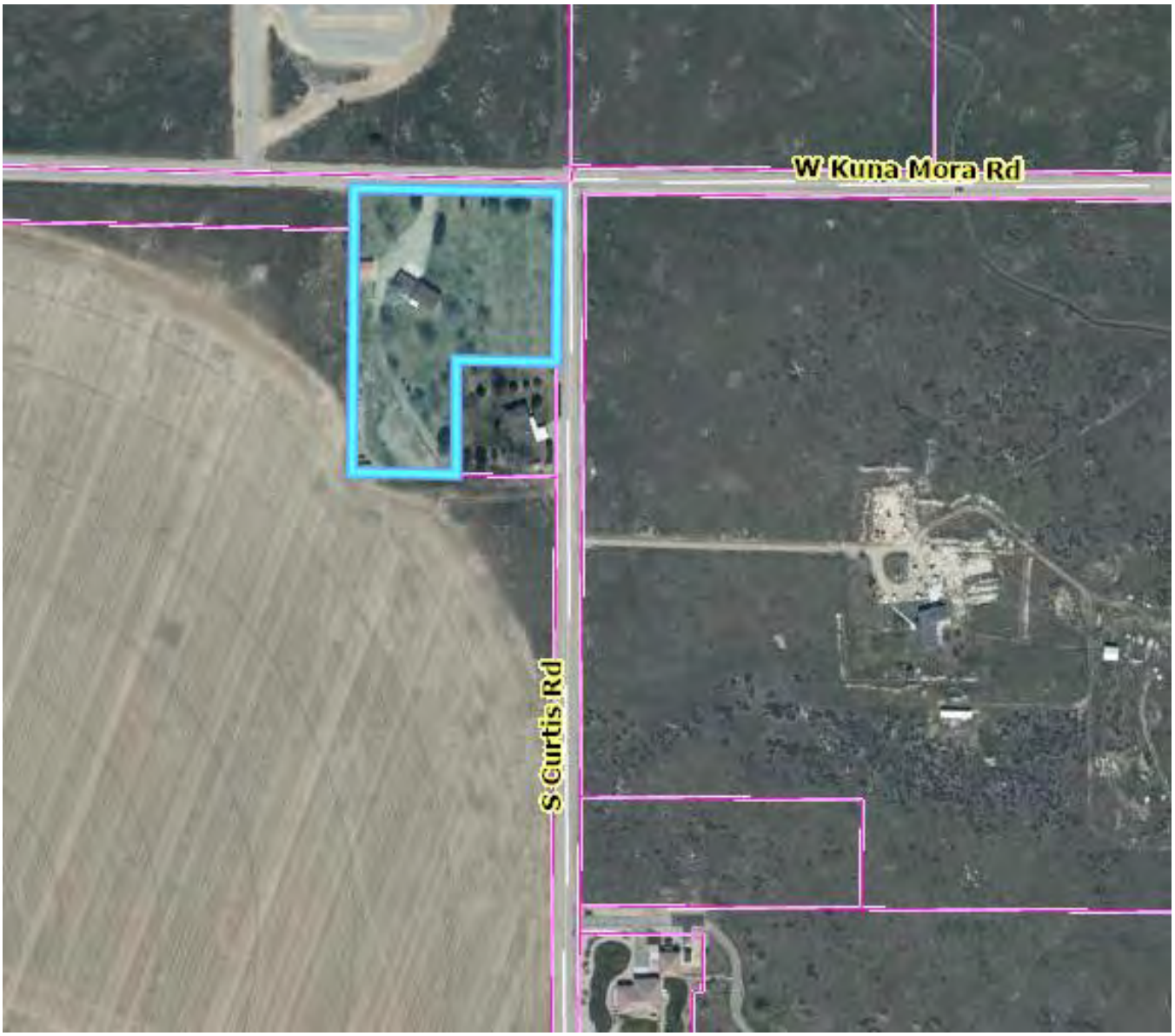
This application is for annexation and rezone only. Site specific conditions of approval will be established as part of the future development application.

1. Submit civil plans as part of a future development application to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

2. There will be an impact fee that is assessed and due prior to issuance of any building permits as part of a future development application. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

3. Comply with all Standard Conditions of Approval.

B. Vicinity Map



C. Findings for Consideration

This application is for annexation and rezone only. Listed below are some of the findings for consideration that the District may identify when it reviews future development application(s). The District may add additional findings for consideration when it reviews a specific redevelopment application.

ACHD does not require frontage improvements as part of this type of development application.

1. Kuna Mora Road

a. Existing Conditions: Kuna Mora Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Kuna Mora Road (25-feet from centerline).

b. Applicant Proposal: The applicant did not provide a concept plan.

c. Staff Comments/Recommendations: On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy (attached), which identifies Kuna-Mora Road as a future expressway and established criteria for right-of-way preservation, setback, drainage, intersections, and access.

As part of any future development application the applicant should be required to dedicate right-of-way to total 100-feet from the centerline of Kuna Mora Road abutting the site and set all permanent structures back 150-feet from the centerline of Kuna Mora Road abutting the site.

Additionally, the applicant should be required to widen the pavement on Kuna Mora Road to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. A 5-foot wide detached concrete sidewalk located 93-feet from the centerline of the roadway should also be constructed on Kuna Mora Road abutting the entire site.

The applicant should be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Road Interim Policy (see attachment 3).

2. Curtis Road

a. Existing Conditions: Curtis Road is improved with 2-travel lanes, vertical curb, gutter, and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Curtis Road (25-feet from centerline).

b. Applicant's Proposal: The applicant did not provide a concept plan.

c. Staff Comments/Recommendations: As part of a future development application, the applicant should be required to improve Curtis Road abutting the site as half of a 40-foot industrial street section with vertical curb, gutter, and 5-foot wide attached (or 5-foot wide detached) concrete sidewalk. The detached concrete sidewalk should be located a minimum of 26-feet from the centerline of Curtis Road.

3. Driveways

3.1 Kuna Mora Road

a. Existing Conditions: There is an existing unpaved, 40-foot-wide driveway from the site onto Kuna Mora Road located 260-feet west of Curtis Road.

b. Applicant's Proposal: The applicant did not provide a concept plan.

a. Staff Comments/Recommendations: As part of any future development application, the applicant should be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Road Interim Policy. Consistent with the Kuna Mora Interim Policy and ACHD policy, access to the site should come from Curtis Road, as direct lot access

to Kuna Mora Road, if allowed, would be temporary and alternative provisions for access to the site would be required.

If access is proposed onto Kuna Mora Road, the applicant should be required to submit a traffic analysis that shows that the access onto Kuna Mora Road is necessary to serve the site. IF temporary access is deemed necessary onto Kuna Mora Road, the access should meet the following criteria:

- ½ mile spacing is required for right-in/right-out/left-in restricted access. Not signals allowed at these locations. The intersection would require the construction of a left turn lane, acceleration, and deceleration lanes. This would also provide room for this to serve as a U-turn location.
- ¼ mile spacing is required for right-in/right-out restricted access. The intersection would require the construction of acceleration and deceleration lanes.

3.2 Curtis Road

a. Existing Conditions: There are no existing driveways from the site onto Curtis Road.

b. Applicant's Proposal: The applicant did not provide a concept plan.

c. Staff Comments/Recommendations: As part of a future development application, the applicant should be required to take access from Curtis Road rather than Kuna Mora Road to comply with ACHD Access Policy.

4. Private Roads

a. Applicant Proposal: The applicant did not provide a concept plan.

b. Staff Comments/Recommendations: If the City of Kuna approves private roads as part of a future development application, the applicant shall be required to pave the private roadways their full width and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations.

Street name and stop signs are required for private roads. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

5. Other Access

Kuna Mora Road is classified as a principal arterial roadway. Other than the access specifically approved with this application, direct lot access is prohibited to this roadway and should be noted on the final plat.

D. Policy

1. Federal Accessibility Design Guidelines and Standards

District policy 7203.1.1 states that developers shall follow the current version of the U.S. Access Board's Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), 36 CFR Part 1190, September 7, 2023; (Also see, https//www.access-board.gov/prowag and https//www.access-board.gov/files/prowag/planning-and-design-for-alternatives.pdf for additional information).

2. Minor Improvements

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing Highways adjacent to a proposed development may be required. These needed transportation facilities are to correct deficiencies or replace deteriorated facilities. Included are sidewalk and/or bike lane construction or replacement (with physical buffers if missing and needed); construction of transitional sidewalk segments; crosswalk construction or replacement; curb and gutter construction or replacement; repair, replacement or expansion of curb extensions; replacement of unused driveways with curb, gutter, sidewalk, repair or addition of traffic calming or speed mitigation features; installation or reconstruction of pedestrian ramps; pavement repairs; signs, motor vehicle, pedestrian and bicycle traffic control devices; and other similar items. The current version of PROWAG will determine the applicable accessibility requirements for alterations and elements added to existing streets. ACHD staff is responsible for identifying the minor improvements that would be proportionate to the size and complexity of the development.

3. Livable Street Performance Measures

District policy 7203.8 states that ACHD has adopted performance measures (level of stress) for evaluating the experience of bicyclists and pedestrians. ACHD seeks to create a transportation network that serves all ages and abilities. Bike and pedestrian facilities built through development should achieve a bike and pedestrian level of traffic stress 1 or 2, with no new bike lane below a minimum of 5-feet.

4. Kuna Mora Road

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets. Improvements shall include transitional segments in accordance with the current version of PROWAG.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map, Livable Streets Design Guide, and the most current ACHD Livable Streets Performance Measures Plan as adopted by the ACHD Commission. The developer or engineer should contact the District before starting any design.

Street Section and Right-of-Way Width Policy: District Policies 7205.2.1 & 7205.5.2 state that the standard 7-lane street section shall be 81-feet (back-of-curb to back-of-curb). This width typically accommodates three travel lanes in each direction, a continuous raised or landscaped median with intermittent turn lanes, and curbs and gutters. A 7-lane road shall also include a minimum 10-foot wide multi-use path outside the curb line on both sides with an 8-foot wide buffer from back-of-curb. Other Level 3 bike facility treatments as defined in the ACHD Bike Master Plan may be approved at the discretion of the ACHD Development Review Supervisor. The standard right-of-way width for a 7-lane arterial is 124-feet.

If a landscaped median is included in any of these cross sections, the landscaping shall be maintained by license agreement with the adjacent HOA, property owner, or by interagency agreement with the corresponding land use jurisdiction.

At the discretion of Traffic Engineering staff, adjustments may be made to the street section, including removal of the continuous center turn lanes or modification to lane widths, where no driveways or intersections are present or to ensure adequate space for pathway and buffers.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Pedestrian Facilities: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide are required on both sides of all arterial streets. A parkway strip at least 8-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Alternatively, on roadways identified for improvement in the Capital Improvement Plan, a minimum 10-foot wide multi-use path may be required. The path shall be placed in accordance with planned buildout in the Master Street Map with a minimum 8-foot wide planter strip as measured to the closest edge of the path. Street trees are encouraged between the pedestrian facility and the roadway when irrigation and maintenance will occur by the adjacent property owner or HOA through an approved license agreement. Consult the District's planter width policy if trees are to be placed within the parkway strip. In some instances, to match existing conditions, a minimum 7-foot wide sidewalk may be constructed next to the back-of-curb. ACHD Development Review staff will be responsible for determining the required facility. Vertical hardscape alternatives to street trees may be considered in the buffer space when street trees are not practicable.

Detached sidewalks and multi-use paths are encouraged and should be parallel to the adjacent roadway. Pedestrian facilities will only be allowed to deviate from a straight line parallel to the roadway when authorized by Development Review staff to accommodate site specific conditions (i.e., street trees, utilities, etc.).

Appropriate easements shall be provided if public pedestrian facilities are placed out of the right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the pedestrian facility. Pedestrian facilities shall either be located wholly within the public right-of-way or wholly within an easement.

Curb ramps or blended transitions shall be provided to connect the pedestrian access route at each pedestrian street crossing in accordance with the current version of PROWAG. Provide detectable warning surface in accordance with the current version of PROWAG.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Kuna Mora Road is designated in the MSM as a Principal Arterial/Expressway with 7-lanes and on-street bike lanes, a 91-foot street section within 124-feet of right-of-way.

5. Curtis Road

Industrial Roadway Policy: District Policy 7209.2.1 states that the developer is responsible for improving all industrial street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7209.5 states that right-of-way widths for new industrial roadways shall be 50-feet wide and that the standard street section will vary depending on the need for a center turn lane, bike lanes, volumes, percentage of truck traffic, and/or on-street parking.

- A 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 52-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and on-street parking.

Sidewalk Policy: District Policy 7209.5.6 requires concrete sidewalks at least 5-feet wide to be constructed on one side of all industrial streets. If a separated sidewalk is proposed, a parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

6. Driveways

6.1 Kuna Mora Road

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.7 states that direct access to principal arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1b under District policy 7205.4.7, unless a waiver for the access point has been approved by the District Commission. Driveways, when approved on a principal arterial shall operate as a right-in/right-out only, and the District will require the construction of a raised median to restrict the left turning movements.

Kuna Mora Road Interim Access Policy: In the long term, access should be restricted to mile spacing, due to speeds and volumes on the roadway. In the interim only the following is recommended:

One-half mile spacing would be allowed to operate as right-in/right-out, left-in. No signals would be allowed at these locations. The intersection would require the construction of a left turn lane, acceleration and deceleration lanes. With the construction of the left turn lane and acceleration/deceleration lanes there would be ample room for this to also serve as a U-turn location.

One-quarter mile spacing would be allowed to operate as right-in/right-out. The intersection would require the construction of acceleration and deceleration lanes. This would lessen the amount of clear zone, but due to the decrease in speed for the approach, that is acceptable.

Parallel collector systems and frontage/backage roads should be considered for all areas and joint/cross access will also be needed. A more connected local/collector street system will be required and necessary to adhere to the access restrictions.

On the east end of the corridor near I-84 there are constraints due to topography, railroad tracks, grade, etc… Access standards should not be deviated from in this area based on those factors. Due to the proximity of the freeway interchange it is just as necessary to manage access in this location as it is the remainder of the corridor. While it may be difficult to locate an access at exactly the quarter or half mile in this area, Traffic and Planning staff will work with developers to locate accesses as close as possible to the policy requirements, while recognizing the constraints.

Driveway Location Policy: District policy 7205.4.7 requires driveways located on principal arterial roadways to be located a minimum of 355-feet from the nearest intersection for a right-in/right-out only driveway. Full-access driveways are not allowed on principal arterial roadways.

Successive Driveways: District policy 7205.4.7 Table 1b, requires driveways located on principal arterial roadways with a speed limit of 50 MPH to align or offset a minimum of 520-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Temporary Access Policy: District Policy 7202.4.2 identifies a temporary access as that which "is permitted for use until appropriate alternative access becomes available". Temporary access may be granted through a development agreement or similar method, and the developer shall be responsible for providing a financial guarantee for the future closure of the driveway.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

6.2 Curtis Road

Driveway Location Policy: District policy 7209.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.

Successive Driveways: District Policy 7209.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

Driveway Width Policy: District policy 7209.4.3 restricts industrial driveways to a maximum width of 40-feet. Most industrial driveways will be constructed as curb-cut type facilities.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7209.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

Driveway Design Requirements: District policy 7209.4.3 states if an access point is to be gated, the gate or keypad (whichever is closer) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

7. Private Roads

Private Road Policy: District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

8. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

9. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

10. Pathway Crossings: United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), ISPWC, or ACHD requirements . The applicant's engineer should provide documentation of compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property, which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

Request for Appeal of Staff Decision

To request an appeal of a staff level decision, see District policy 7101.6.7 at https://www.achdidaho.org/home/showpublisheddocument/452/638243231708370000

Request for Reconsideration of Commission Action

To request reconsideration of a Commission Action, see District policy 1006.11 at https://www.achdidaho.org/home/showpublisheddocument/452/638243231708370000

ADA COUNTY DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300 PHONE (208) 287-7900
https://adacounty.id.gov/developmentservices FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

August 30, 2024

Doug Hanson
Kuna City Planning Department
PO Box 13
Kuna, ID 83634

RE: 24-05-AN / 5895 W Kuna Mora Road / Annexation and Rezone

Doug,

The City of Kuna has requested feedback regarding the proposed annexation with rezone from RP (Rural Preservation) to M-1 (Light Manufacturing/ Industrial District), located at 5895 W Kuna Mora Road.

Ada County supports the annexation due to its compliance with the Kuna Comprehensive Plan, as adopted by the County, which designates the site as *Industrial*. As the proposed M-1, (Light Manufacturing/ Industrial District) zone is to promote the development of manufacturing and wholesale business operations, it is compatible with the Kuna Comprehensive Plan. The site is contiguous to the City of Kuna along the southwest boundary. Therefore, the application complies with the following Comprehensive Plan goals regarding supporting land-use and development policies and directing industrial uses within Areas of City Impact.

Goal 2.2a: Support the land-use and development policies expressed in adopted comprehensive plans for the Areas of City Impact.

Goal 3.2a: Incorporated areas/Areas of City Impact. Direct industrial and employment uses within the cities and ACIs consistent with the goals and policies of the applicable comprehensive plan.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

1445 N. Orchard St.
Boise ID 83706 • (208) 373-0550

Brad Little, Governor
Jess Byrne, Director

August 30, 2024

Doug Hanson, Planning and Zoning Director
City of Kuna
751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov

Subject: Case No. 24-05-AN, 24-02-DA / KUNA MORA BUSINESS CENTER

Dear Mr. Hanson:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: *https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/*.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

  For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

- IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

  For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.

- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Multi-Sector General Permit from DEQ may be required for facilities that have an allowable discharge of stormwater or authorized non-storm water associated with the primary industrial activity and co-located industrial activity.
- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

  For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Rebecca Blankenau, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,

Aaron Scheff
Regional Administrator

c:
2021AEK

Doug Hanson

From: Kendra Conder <Kendra.Conder@itd.idaho.gov>
Sent: Monday, August 26, 2024 3:03 PM
To: Doug Hanson
Subject: RE: City of Kuna Request for Comment Case Nos. 24-05-AN, 24-02-DA - Kuna Mora Business Center

Good Afternoon Doug,

ITD has reviewed the application transmittal for 24-05-AN, 24-02-DA KUNA MORA BUSINESS CENTER and does not have any comments.

Thank you,

Kendra Conder
District 3 | Development Services Coordinator
Idaho Transportation Department
Office: 208-334-8377
Cell: 208-972-3190



From: Doug Hanson <dhanson@kunaid.gov>
Sent: Friday, August 23, 2024 12:50 PM
To: Ada County Engineer <agilman@adaweb.net>; Ada County Highway District <planningreview@achdidaho.org>; Adam Ingram <adam.ingram@cableone.biz>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Kuna Irrigation District <aflavel.bkirrdist@gmail.com>; Boise Project Board of Control <tritthaler@boiseproject.org>; Boise Project Board of Control 2 <gashley@boiseproject.org>; Brent Moore (Ada County) <bmoore@adacounty.id.gov>; Brian Graves Kuna School District <bgraves@kunaschools.org>; Camille Burt (USPS) <camille.r.burt@usps.gov>; Central District Health Department <lbadigian@cdhd.idaho.gov>; Chief Fratusco <mfratusco@adacounty.id.gov>; COMPASS <gis@compassidaho.org>; David Reinhardt <reinhardt.david@westada.org>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Erika Olvera (NMID) <eolvera@nmid.org>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easements 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; Kendra Conder <Kendra.Conder@itd.idaho.gov>; J&M Sanitation <Chad.Gordon@jmsanitation.com>; Jonathon Gillen <gillen.jonathon@westada.org>; Justin Walker <jwalker@kellerassociates.com>; Krystal Hinkle <khinkle@kunafire.com>; Leon Letson (Ada County) <lletson@adacounty.id.gov>; Marc Boyer (Kuna Postmaster) <marc.c.boyer@usps.gov>; Megan Leatherman <mleatherman@adaweb.net>; Meridian Fire (Brandon Medica) <bmedica@meridiancity.org>; Meridian Fire (Charlie Butterfield) <cbutterfield@meridiancity.org>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Niki Benyakhlef <Niki.Benyakhlef@itd.idaho.gov>; Paris Dickerson <PDickerson@idahopower.com>; PWoffice <PWoffice@kunaid.gov>; Robbie Reno <rreno@kunaschools.org>; Scott Arellano (KRFD) <scott@fccnw.com>; Sparklight/Cable One (John Walburn) <john.walburn@cableone.biz>; Stacey Yarrington (Ada County) <syarrington@adacounty.id.gov>; TLawrence Kuna Fire <tlawrence@kunafire.com>; Mike Borzick <mborzick@kunaid.gov>; Adam Wenger <AWenger@kunaid.gov>
Cc: Sam Feist <SFeist@kunaid.gov>; Troy Behunin <tbehunin@kunaid.gov>; Topacio Irish <TIrish@kunaid.gov>; Morgan Treasure <mtreasure@kunaid.gov>
Subject: City of Kuna Request for Comment Case Nos. 24-05-AN, 24-02-DA - Kuna Mora Business Center

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Agency Transmittal – August 23 ,2024

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

CASE NUMBER:	24-05-AN, 24-02-DA KUNA MORA BUSINESS CENTER
PROJECT DESCRIPTION	Applicant requests annexation with a development agreement for a M-1 (Light Industrial/Manufacturing) zone. The site is located at 5895 W Kuna Mora Road (SWC of W Kuna Mora Road and S Curtis Road) within Sec 6, T1N, R2E.
APPLICANT	Hatch Design Architecture - Jeff Hatch 200 W 36th Street, Boise, ID 83714 208.475.3204 jeff@hatchda.com
REPRESENTATIVE	Hatch Design Architecture - Steve Thiessen 200 W 36th Street, Boise, ID 83714 208.598.5032 steve@hatchda.com
SCHEDULED HEARING DATE	Tuesday, **October 8, 2024** at 6:00 P.M.
STAFF CONTACT	Doug Hanson 208.287.1771 dhanson@kunaid.gov

- We have enclosed information to assist you with your consideration and response; we would appreciate any information as to how this action would affect the service(s) your agency provides. *If your agency requires additional information, or if contact information for your agency needs updated, please notify our office.*
- *No response within **15 business days** will indicate you have no objection or comments regarding this project.*
- The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions.

PLANNING & ZONING KUNA IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Doug Hanson
Director
City of Kuna | Planning & Zoning

Phone: 208-287-1771
Email: dhanson@kunaid.gov
www.kunacity.id.gov

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CASE NO. 24-01-CPF (COMBINATION PRELIMINARY AND FINALPLAT) & 22-02-DA MOD (DEVELOPMENT AGREEMENT MODIFICATION)

LAMP DISTRICT

Planner: Doug Hanson
dhanson@kunaid.gov
208-287-1771

ALL APPLICATION MATERIALS: 24-01-CPF, 22-02-DA MOD LAMP DISTRICT

If you require assistance accessing the application materials through the link provided above or would like to review the application materials in person at City Hall please contact the assigned planner.

KUNA Planning & Zoning

CITY OF KUNA:
CITY COUNCIL
STAFF REPORT

21City of Kuna City Council Staff Report

Entitlements Requested:	Subdivision	Rezone	Annexation	Special Use	Planned Unit Development	Development Agreement	Other

Title:	Lamp District	**Application Number:**	24-01-CPF, 22-02-DA MOD
Date:	1/21/2024	**Staff Contact:**	Doug Hanson
Owner(s):	Miriam LLC, Japeth LLC	**Owner Contact:**	dclegg@springcreekenterprise.net
Applicant:	Penelope Contantikes, Riley Planning Services	**Applicant Contact:**	penelope@rileyplanning.com

Purpose

Applicant requests combination plat approval to consolidate six (6) lots into one (1). The applicant also requests a development agreement modification to dissolve the existing development agreement on the subject site. The site is located at the NEC of N Meridian Road and E Deer Flat Road within Sec 18, T2N, R1E.

Statement of Fact

Parcel Number(s):	R528530500, R8528531000, R8528531500, R8528532000, S1418336332, S1418336401
Future Land Use Map Designation:	Commercial and Mixed Use
Existing Land Use:	Ag grazing
Current Zoning:	C-2
Proposed Zoning:	C-2
Development Area:	33.99 acres
Adjacent Zoning Districts:	**North:** RUT (Rural Urban Transition), R-4 (Medium Residential); **East:** R-4 (Medium Density Residential); **South:** C-2 (Area Commercial, R-6 (Medium Density Residential); **West:** C-2 (Area Commercial)
Adjacent Street(s) Existing & Proposed:	**North:** N/A; **East:** E Manly Street (Existing), E Trophy Street (Existing); **South:** E Deer Flat Road (Existing); **West:** N Meridian Road
Internal Street(s) Existing & Proposed:	N/A
Adjacent Bike/Pedestrian Facilities:	N/A
Adjacent Parks:	N/A
Land Dedication Requirements:	N/A

Comprehensive Plan and Future Land Use Map Analysis

The Comprehensive Plan identifies the subject property as Commercial and Mixed Use. The existing C-2 zone is viewed as a compatible zoning district within the Commercial Land Use Designation.
The site is located along the SH 69/Merdian Road corridor and is identified within the comp plan as an entryway corridor. Commercial uses permitted in the C-2 zone will add to a well-planned regional commercial center that provides employment and services (Goal 3.C.1).

Staff Analysis

The Lamp District annexation, rezone and development agreement was approved by the City Council on December 6, 2022. The applicant requests combination plat approval to consolidate six (6) lots into one (1). The applicant also requests a development agreement modification to dissolve the existing development agreement.

ACHD was notified of the application but has not provided comment. ACHD comments from the original application have been included within the application materials. No street improvements are proposed at this time. ITD has no concerns with the proposed modifications, a TIS will be required once development is proposed.

Upon staff review the proposed application meets the requirements of Idaho Code and Kuna City Code.

Recommended Conditions of Approval

Standard Conditions

1. The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    a. The City Engineer shall approve the sewer connections.
    b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties.”
    d. The Kuna 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.
    e. The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
    f. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s).
    g. All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 5-9-4.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).
5. It is the responsibility of the Developer or his Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development
6. The Developer/Owner/Applicant, and/or any future assigns having an interest in the subject property, shall

fully comply with all Conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.

7. Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
8. Developer/Owner/Applicant shall comply with all local, state, and federal laws.
9. The existing home located at 1698 E Lazy DB Lane, Kuna, ID 83634 may remain until the subject site develops in the future.

RILEY PLANNING SERVICES

P.O. Box 405
Boise, ID 83701

June 20, 2024

Mayor Stear & City of Kuna City Council
Kuna P&Z Commission
c/o City of Kuna Planning & Zoning Department
171 W. 4th Street
Kuna, ID 83643

RE: LAMP DISTRICT COMBINED PRELIMINARY / FINAL PLAT
DEVELOPMENT AGREEMENT MODIFICATION
NE CORNER OF DEER FLAT & MERIDIAN RD

Dear City of Kuna:

On behalf of the property owner, Miriam LLC and Japheth LLC, please accept the attached applications for the Lamp District Subdivision Combined Preliminary& Final Plat, and Development Agreement Modification. The subject is the combined 6 parcels totaling 33.99 acres located at the northeast corner of Deer Flat Road and Meridian Road / ID 69 in Kuna. The subject site has previously been annexed and zoned in two separate applications and has an overall zoning designation of C-2.

The purpose of these requests to 'clean up' the site in conjunction with the relocation and tiling of the Kuna Canal, remove old non-functioning easements, and to create a clean canvas for future development through future development application(s). The Development Agreement Modification application is to remove the existing DA altogether as the site development will not proceed as conceptually proposed.

Retention of the existing residence- not dependent on municipal services for sewer and waters, is requested as a condition of approval. The residence provides a level of security for the site and a point of contact should there be an issue including grazing activities on the site.

A pre-application conference was held with City of Kuna Planning and Zoning staff on April 25, 2024. Important discussion items included purpose of the proposed platting as a single lot, release of easements, temporary retention of the existing occupied residence, canal relocation, future ROW depiction on the plat, the existing DA, and submittal materials needed. A neighborhood meeting was held on May 22, 2024.

Public utility easements are depicted on the plats. Future ROW needs for ACHD and ITD have been identified and provided, and pedestrian facilities will be constructed with actual development of the site in the future. Some of the customary submittals for platting through the City of Kuna are not relevant for the proposed consolidation of lots. With future applications to development of the site the following submittals will be prepared and submit with future applications:

- Common lots;
- Geotechnical evaluation (hydrology and soils);
- A landscape plan;
- Updated Traffic Impact Study;
- Engineering construction drawings; and
- CCR's.

The property owner and project team is excited to take this first step to position the subject site for future uses that will benefit the City of Kuna and its resident, and look forward to working with the City staff towards that end. Approval of the Lamp District Preliminary Plat and Final Plat is respectfully requested.

Best regards,

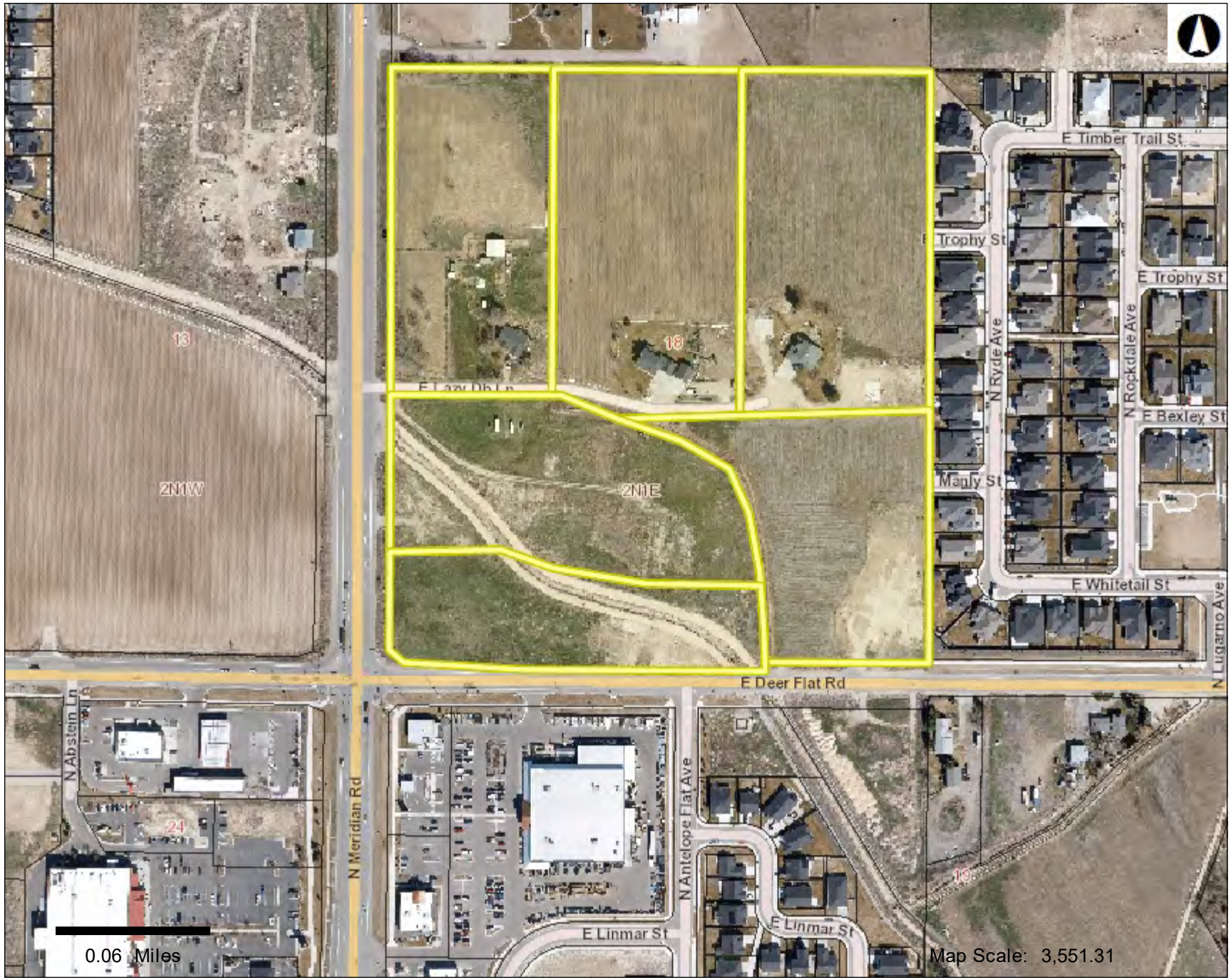
RILEY PLANNING SERVICES LLC

P. Constantikes

Penelope Constantikes
Principal

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.

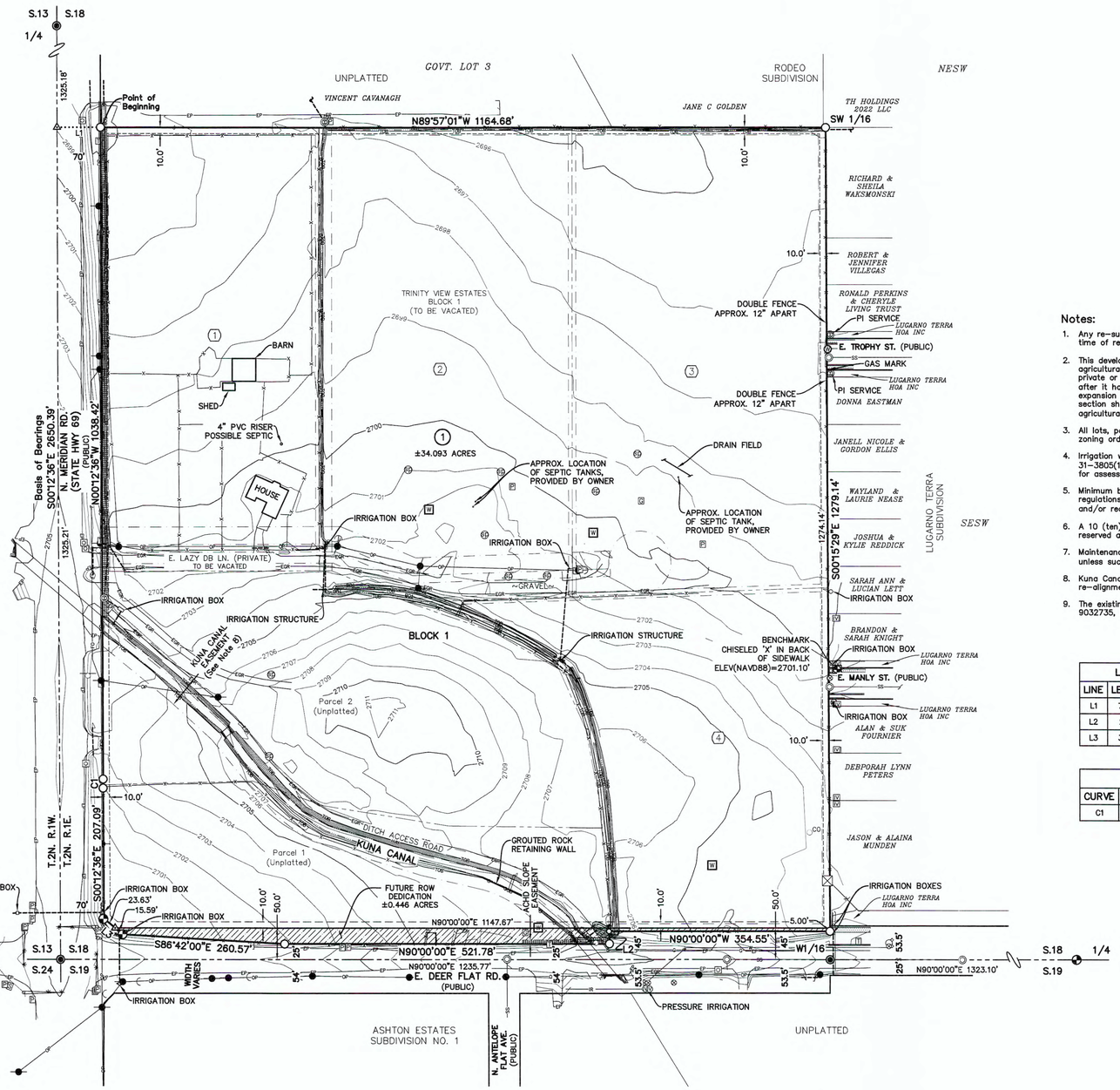


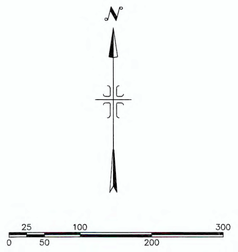


Legend

- Railroad
- Roads (2,000 - 4,000 s
  - <all other values>
  - Interstate
  - Ramp
  - Principal Arterial
  - Collector
  - Minor Arterial
  - Local
  - Parks
  - Alley
  - Driveway
- Parks
- Townships
- Sections
- Condos
- Parcels
- raster.DBO.AdaOrthos2
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3
- raster.DBO.AdaOrthos2
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3

6/11/2024



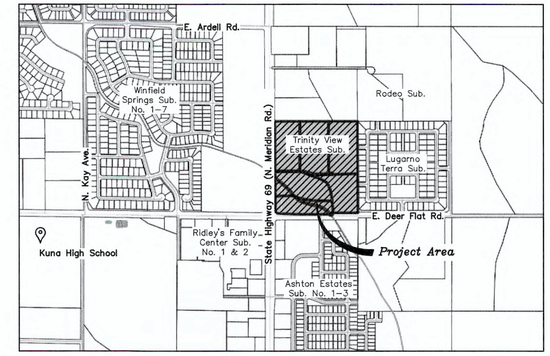


Notes:

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of resubdivision.
2. This development recognizes Idaho Code Section 22-4503, Right To Farm Act, which states: "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
3. All lots, parcels and tract sizes shall meet dimensional standards established in the applicable zoning ordinance or as specifically approved.
4. 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 water rights, and will be obligated for assessments from the City of Kuna.
5. Minimum building setbacks shall be in accordance with the applicable zoning and subdivision regulations at the time of issuance of individual building permits, or as specifically approved and/or required, or as shown on this plat.
6. A 10 (ten) foot permanent easement for public utilities, irrigation and lot drainage shall be reserved adjacent to the exterior boundary of Lot 1, Block 1.
7. Maintenance of any irrigation, drainage pipe or ditch crossing is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
8. Kuna Canal Easement shall be relocated based on plans prepared by Kimley-Horn for the re-alignment of the Kuna Canal.
9. The existing easements as shown on the plat of Trinity View Estates Subdivision, Instrument No. 9032735, Instrument No. 9034166 and Instrument No. 94088612 are to be vacated.

LINE TABLE		
LINE	LENGTH	BEARING
L1	70.00	S89°57'01"E
L2	20.01	S02°07'13"E
L3	39.22	N50°06'18"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	57365.78	14.48	14.48	N00°12'10"W	0°00'52"



Vicinity Map
NTS

Legend

○	Found 1/2" Iron Pin	———	Subdivision Boundary Line
○	Found 5/8" Iron Pin	— — —	Section Line
✪	Found Brass Cap Monument	———	Right-of-Way Line
◉	Found Aluminum Cap Monument	- - - - -	Proposed Easement Line (See Note 6)
▣	Set Bench Mark	- - - - -	Parcel/Lot Line to be Vacated
△	Calculated Point, Nothing Found or Set	·····	Tie Line
(1)	Proposed Lot Number	- - - - -	Easement Line to be Vacated (See Note 9)
[1]	Existing Lot Number to be Vacated	———	Adjacent Lot Line
⊠	Gas Valve	-x-x-	Fence
●—	Power Pole	EGR	Edge of Gravel Road
‹	Guy Wire Anchor	EP	Edge of Pavement
⊠	Power Transformer	SS	Sanitary Sewer Line
Ⓟ	Power Meter	----------	Subsurface Pipe
▯	Telephone Junction Box	G	Gas Line
✳	Area Light	FO	Fiber Optics Line
▯	Traffic Signal Box	OP	Overhead Power Line
○✳	Street Light	W	Domestic Water Line
——✳	Traffic Signal Arm	IR	Irrigation Line
○—	Traffic Sign	BOD	Bottom of Ditch
▯	Mail Box	TOB	Top of Bank
⊗	Water Valve		Curb, Gutter and Sidewalk
Ⓦ	Water Manhole		
◁	Fire Hydrant		Future Right-of-Way Dedication Area
W	Water Well		Easement Area as Noted
IV	Irrigation Control Valve Box		
⊗	Pressure Irrigation Valve		
IM	Irrigation Manhole		
WS	Water Spigot		
◎	Sanitary Sewer Manhole		
CO	Clean Out		

PROFESSIONAL LAND SURVEYOR LICENSED 11779 8/21/2023 STATE OF IDAHO CODY M. McCAMMON

Utility Warning

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Idaho Survey Group, LLC

P:\Lamp Distric Sub 23-202\dwg\PrePlat.dwg 8/21/2023 12:30:19 PM

Property Owners
Japheth, LLC & Miriam, LLC
Douglas Clegg
715 Blue Spruce Rd.
Alpine, UT 84004
dbcleggster@cableone.net

Property Addresses
1698, 1804, & 1920 E. Lazy DB Ln.
1900 & 1928 E. Deer Flat Rd.
1800 N. Meridian Rd.
Kuna, ID 83634

Civil Engineer
Kimley-Horn
Abby Hahn
1100 W. Idaho St., Suite 210
Boise, ID 83702
208-917-4977
Abbey.Hahn@kimley-horn.com

Surveyor
Idaho Survey Group
Cody M. McCammon
9955 W. Emerald St.
Boise, ID 83704
Phone: (208) 846-8570
codym@idahosurvey.com

Development Features
Acreage:
Total = 33.99 Acres
Total Lots = 1
Buildable Lots = 1
Common Lots = 0
Average Lot Size = 33.99 Acres

Current Zoning:
C-2 - Area Commercial

Services
Sanitary Sewer-City of Kuna
Potable Water-City of Kuna
Irrigation District-Boise Kuna Irrigation District, New York Irrigation District
Fire Protection-Kuna Rural Fire District
School District-Kuna School District No.3

Site Benchmark
TBM#1
Chiseled 'X' at Back of Sidewalk on Northerly Side of E. Manly St.
Elev (NAVD88)=2701.20'

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			

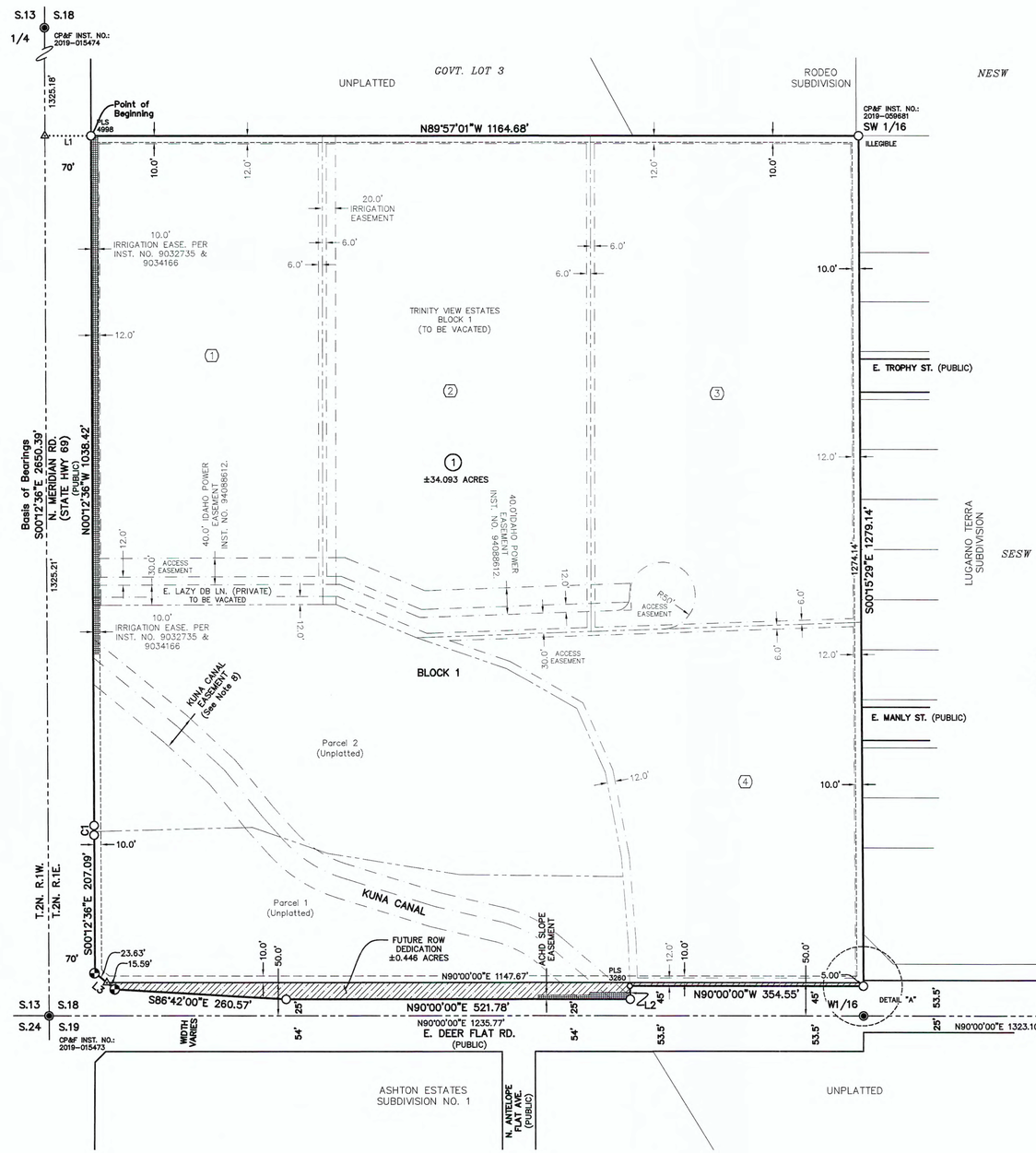
IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PH. (208) 846-8570
FAX (208) 884-5399
WWW.IDAHOSURVEY.COM

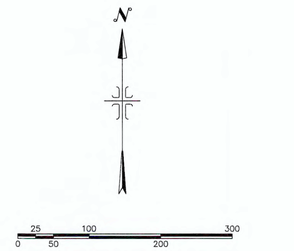
Lamp District Subdivsion

Preliminary Plat

Situated in Government Lot 4 of Section 18, T.2N., R.1E., B.M., City of Kuna, Ada County, Idaho.

Drawn:	EJD	Checked:	CMM	Job No.	Sheet No.
Date:	8/21/2023	Date:	8/21/2023	23-202	1 of 2





Legend

- Found 1/2" Iron Pin, as Noted
- Found 5/8" Iron Pin, "PLS 11779" or as Noted
- Found Brass Cap Monument
- Found Aluminum Cap Monument
- Calculated Point, Nothing Found or Set
- (1) Proposed Lot Number
- [1] Existing Lot Number to be Vacated
- Subdivision Boundary Line
- Section Line
- Right-of-Way Line
- Easement Line (See Note 6)
- Parcel/Lot Line to be Vacated
- Tie Line
- Easement Line to be Vacated (See Note 9)
- Adjacent Lot Line
- Future Right-of-Way Dedication Area
- Easement Area as Noted

PROFESSIONAL LAND SURVEYOR LICENSED 11779 8/21/2023 STATE OF IDAHO CODY M. McCAMMON

SEE SHEET 1 FOR NOTES, LINE & CURVE TABLES

Utility Warning

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Idaho Survey Group, LLC

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NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PH. (208) 846-8570
FAX (208) 884-5399
WWW.IDAHOSURVEY.COM

Lamp District Subdivsion

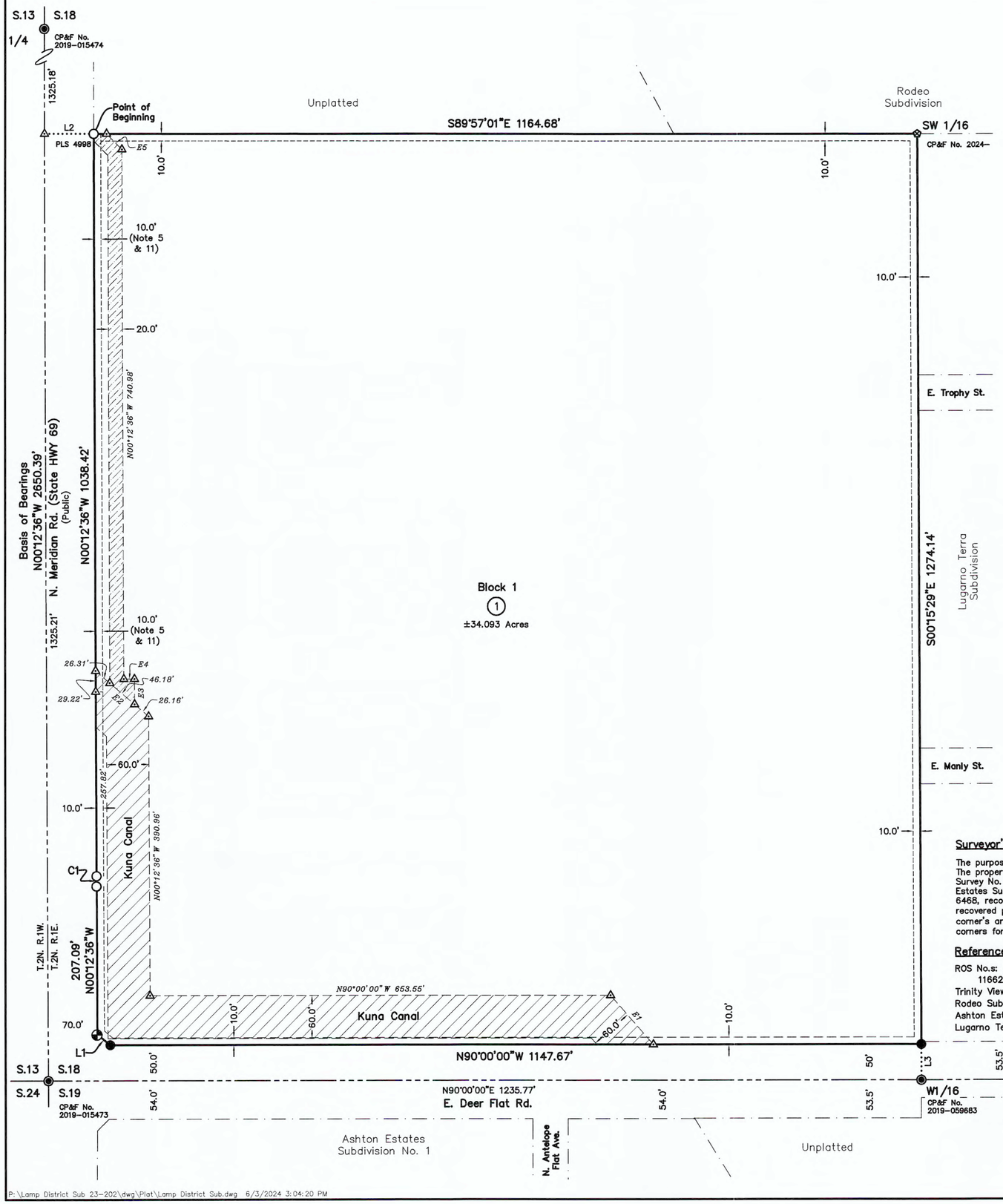
Preliminary Plat

Situated in Government Lot 4 of Section 18, T.2N., R.1E., B.M., City of Kuna, Ada County, Idaho.

Drawn:	EJD	Checked:	CMM	Job No.	Sheet No.
Date:	8/21/2023	Date:	8/21/2023	23-202	2 of 2

Plat Showing
Lamp District Subdivision

A Re-Plat of Trinity View Estates Subdivision and an unplatted portion of Government Lot 4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho.
2024



25 0 50 100 200 300

Scale: 1" = 100'

Legend

○	Found 1/2" Iron Pin, as Noted
○	Found 5/8" Iron Pin, "PLS 11779" or as Noted
◔	Found Brass Cap Monument
◉	Found Aluminum Cap Monument
✿	Found 5/8" Iron Pin, with Illegible Cap, Set Aluminum Cap, "ISG PLS 11779"
●	Set 5/8" x 24" Iron Pin with Plastic Cap, "ISG PLS 11779"
△	Calculated Point, Nothing Found or Set
(1)	Lot Number
———	Subdivision Boundary Line
——— - - ———	Section Line
———	Right-of-Way Line
- - - - - - -	Easement Line (See Note 5)
.....	Survey Tie Line
——— — ———	Adjacent Subdivision Boundary and Right-of-Way Line
▨	Irrigation Lateral Easement (See Note 8)
▨	Kuna Canal Easement (See Note 7)

Notes:

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of resubdivision.
2. This development recognizes Idaho Code Section 22-4503, Right To Farm Act, which states: "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
3. 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 water rights, and will be obligated for assessments from the City of Kuna.
4. Minimum building setbacks shall be in accordance with the applicable zoning and subdivision regulations at the time of issuance of individual building permits, or as specifically approved and/or required, or as shown on this plat.
5. A 10 (ten) foot permanent easement for public utiilities, pressure irrigation and lot drainage is hereby reserved adjacent to the Subdivision boundary line.
6. Maintenance of any irrigation, drainage pipe or ditch crossing is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
7. Kuna Canal Easement Instrument Number _____,
8. Irrigation Lateral Easement Instrument Number _____,
9. Pursuant to I.C. 50-1306A(5). The easements as shown on the plat of Trinity View Estates Subdivision as filed in Book 64 of Plats at Pages 6476 and 6468, records of Ada County, Idaho are hereby vacated and replatted as shown.
10. Power Line Easement Instrument No. 94088612 has been released. See Instrument No. 2024-
11. I.T.D Permanent Easement – Instrument No.'s 9032735 and 9034166.
12. Lots shall not be reduced in size without prior approval from the health authority.

Surveyor's Narrative:

The purpose of this survey is to subdivide the property shown hereon. The property is a portion of unplatted lands as depicted on Record of Survey No. 2474, Record of Survey No. 12604 and all of Trinity View Estates Subdivision as filed in Book 64 of Plats at Pages 6467 and 6468, records of Ada County, Idhao. The existing monuments recovered per the above mention Record of Survey's, Plat and Section corner's are in substantial agreement and were held as controlling corners for this subdivision.

Reference Documents:

ROS No.s: 676, 1336, 2474, 5985, 6019, 7118, 11160, 11662, 11677, 12604, 12952 & 13474.
Trinity View Estates Sub., Bk. 64, Pg. 6467-6468.
Rodeo Sub. Bk. 72, Pg. 7413-7414.
Ashton Estates Sub. No. 1, Bk. 114, Pg. 17055-17059.
Lugarno Terra Sub., Bk. 117, Pg. 17783-17789.

Line Table		
Line	Bearing	Length
L1	N50°06'18"W	23.63'
L2	S89°57'01"E	70.00'
L3	N00°14'34"W	50.00'

Easement Line Table		
Line	Bearing	Length
E1	N41°00'11"W	91.45'
E2	N49°41'54"W	98.65'
E3	N00°12'36"W	35.45'
E4	S89°47'23"W	15.11'
E5	N45°00'00"W	30.95'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	14.48'	57365.78'	0°00'52"	N00°12'10"W	14.48'

PROFESSIONAL LAND SURVEYOR LICENSED 11779 6/3/2024 STATE OF IDAHO CODY M. McCAMMON

Book Page

Job No. 23-202
Sheet 1 of 3

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

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Lamp District Subdivision

Certificate Of Owners

Know all men by these presents: that Japheth LLC, an Idaho limited liability company and Miriam LLC are the Owners of the Property described as follows:

A Re-Plat of Trinity Estates Subdivision as filed in Book 64 of Plats at Pages 6467 and 6468, records of Ada County, Idaho and an unplatted portion of Government Lot 4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the Section corner common to said Sections 13 and 24, T.2N., R.1W., B.M., and Sections 18 and 19, T.2N., R.1E., B.M., from which the 1/4 corner common to said Sections 13 and 18, bears North 00°12'36" West, 2,650.39 feet; thence on the west boundary line of said Section 18, North 00°12'36" West, 1,325.21 feet to the north boundary line of said Government Lot 4; thence leaving said west boundary line and on said north boundary line, South 89°57'01" East, 70.00 feet to the Northwest corner of said Trinity View Estates Subdivision and the POINT OF BEGINNING;

thence continuing on said north boundary line, coincident with the north boundary line of said Trinity View Estates Subdivision, South 89°57'01" East, 1164.68 feet to the Northeast corner of said Trinity View Estates Subdivision, coincident with the Northwest corner of Lugarno Terra Subdivision as filed in Book 117 of Plats at Pages 17783 through 17789, records of Ada County, Idaho;

thence on the east boundary line of said Trinity View Estates Subdivision, coincident with the west boundary line of Lugarno Terra Subdivision, South 00°15'29" East, 1274.14 feet to the north right-of-way line of E. Deer Flat Road;

thence leaving said east boundary line and on said north right-of-way line, South 90°00'00" West, 1147.67 feet to the easterly right-of-way line of N. Meridian Road;

thence leaving said north right-of-way line and on said easterly right-of-way line the following four (4) courses and distances:

North 50°06'18" West, 23.63 feet;

North 00°12'36" West, 207.09 feet;

14.48 feet on the arc of a curve to the left having a radius of 57365.78 feet, a central angle of 00°00'52" and a long chord which bears North 00°12'10" West, 14.48 feet;

North 00°12'36" West, 1038.42 feet to the POINT OF BEGINNING.

Containing 34.093 acres, more or less.

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

Japheth, LLC an Idaho limited liability company

_____

Douglas B. Clegg – Manager

Miriam, LLC an Idaho limited liability company

_____

Douglas B. Clegg – Manager

Acknowledgment

State of Idaho }
County of _____ } s.s.

On this_____day of_____, 20_____, before me, the undersigned, a notary public in and for said State, personally appeared Douglas B. Clegg, known or identified to me to be the manager of Japheth, LLC, the Idaho Limited Liability Company or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that Japheth, LLC executed the same.

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

_____ _____

My Commission Expires Notary Public, State of Idaho

Residing In _____, Idaho

Acknowledgment

State of Idaho }
County of _____ } s.s.

On this_____day of_____, 20_____, before me, the undersigned, a notary public in and for said State, personally appeared Douglas B. Clegg, known or identified to me to be the manager of Miriam, LLC, the Idaho Limited Liability Company or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that Miriam, LLC executed the same.

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

_____ _____

My Commission Expires Notary Public, State of Idaho

Residing In _____, Idaho

Certificate of Surveyor

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

PROFESSIONAL LAND SURVEYOR LICENSED 11779 6/3/2024 STATE OF IDAHO CODY M. McCAMMON

Cody M. McCammon P.L.S. No. 11779

Book Page

Job No. 23-202
Sheet 2 of 3

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

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Lamp District Subdivision

Health Certificate

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

_____
District Health Department, EHS Date

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the _____ day of _____, 20___.

_____
President ACHD

Approval of City Engineer

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

_____
City Engineer Date

Approval of City Council

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho do hereby certify that at a regular meeting of the City Council held on the _____ day of _____ , 20___ , this plat was duly accepted and approved.

_____
City Clerk, Kuna, Idaho

Certificate Of County Surveyor

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and 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 the requirements of I.C.50–1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

_____
County Treasurer Date

County Recorder's Certificate

State of Idaho } **ss.** Instrument No. _____
County of Ada }

I hereby certify that this instrument was filed at the request of Idaho Survey Group, LLC,

at _____ minutes past _____ o'clock ____ M.,

this _____ day of _____, 20____ in Book _____ of Plats at

Pages _____ through _____.

Fee $ _____

_____ _____
Deputy Ex–Officio Recorder

PROFESSIONAL LAND SURVEYOR
LICENSED
11779
6/3/2024
STATE OF IDAHO
CODY M. McCAMMON

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Sheet 3 of 3

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07/11/2022

Recording Requested By and
When Recorded Return to:

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

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=71 VICTORIA BAILEY
CITY OF KUNA, IDAHO

2023-037093
06/28/2023 11:36 AM
NO FEE

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

City of Kuna / Lamp District
DEVELOPMENT AGREEMENT

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna	**"City"**	City Hall 751 W 4th Street Kuna, Idaho 83634
Miriam, LLC	**"Owner"**	Miriam, LLC 715 Blue Spruce Road Alpine, UT 84004
Japheth, LLC	**"Owner"**	Japheth, LLC 715 Blue Spruce Road Alpine, UT 84004
Riley Planning Services LLC	**"Developer"**	Riley Planning Services LLC Attn: Penelope Constantikes PO Box 405 Boise, ID 83701

07/11/2022

Recording Requested By and
When Recorded Return to:

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

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Riley Planning Services LLC	**"Developer"**	Riley Planning Services LLC Attn: Penelope Constantikes PO Box 405 Boise, ID 83701

TABLE OF CONTENTS

SECTION 1	Definitions	3
SECTION 2	Recitals	8
SECTION 3	Annexation	10
SECTION 4	Project Zoning and Land Use Approvals	10
SECTION 5	Process, Standards and Criteria for Project Changes in Existing Uses and Improvements	11
SECTION 6	Infrastructure Systems Development Construction Standards	19
SECTION 7	Infrastructure Systems Construction Access and Operations	19
SECTION 8	Term	20
SECTION 9	Agreement Modifications and Project Approval Amendments	21
SECTION 10	Vested Rights	21
SECTION 11	Infrastructure Systems Ownership and Maintenance	22
SECTION 12	Default	23
SECTION 13	Mortgages	26
SECTION 14	Shared Legal Defense of This Agreement	27
SECTION 15	Notices and Filings	26
SECTION 16	Applicants Assignment of Agreement Rights	27
SECTION 17	Miscellaneous	28

LIST OF EXHIBITS

EXHIBIT A	Subject Real Property Annexation Legal Description	34
EXHIBIT B	Subject Real Property Zone Change Legal Description	41
EXHIBIT C	Concept Development Plan	46
EXHIBIT D	House Bill 389	47

CITY OF KUNA/LAMP DISTRICT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this **"Agreement"**) is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor (**"City"**) and Miriam, LLC, an Idaho limited liability company (**"Owner"**), Japheth, LLC, an Idaho limited liability company (**"Owner**) and Riley Planning Services LLC, and Idaho limited liability company (**"Developer"**), and their successors and/or assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals and Definitions, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, Developer and Owners represent, covenant and agree as follows:

SECTION 1 Definitions

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

1.1 **ACHD:** Means and refers to the Ada County Highway District, a countywide highway district organized and existing pursuant to Chapter 14 of Title 40, Idaho Code.

1.2 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code.

1.3 **Ada County:** Means and refers to Ada County, Idaho.

1.4 **Agreement:** Means and refers to this **"City of Kuna/Lamp District Annexation and Zoning Development Agreement,"** which may be referred to and cited as the **"Lamp District Development Agreement."**

1.5 **Annexation Application:** Means and refers to Applicants' application to the City regarding the Subject Real Property requesting its annexation into the City.

1.6 **Annexation Statute:** Means and refers to Idaho Code Section 50-222.

1.7 **Applicants:** Means and refers to the Developer and the Owner. This term may appear in this Agreement in the singular or the plural.

1.8 Applications: Means and refers to all of the Applicants' applications to the City regarding the Subject Real Property including the Annexation and Zoning, and Combination Preliminary and Fina Plat Applications.

1.9 City: Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.

1.10 City Authority: Means and refers to the following:

- The annexation authority of the City pursuant to the Annexation Statute to annex lands, which are adjacent to the existing City boundaries upon consent of the Owners, when the annexation of those lands is reasonably necessary to assure the orderly development of the City which is efficient and economically viable of both tax-supported and fee-supported City services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and
- The authority of the City pursuant to the Act (I.C. § § 67-6503) to exercise the powers conferred by the Act; and to *ensure that adequate public facilities and services are provided to the people at reasonable cost*; (I.C. § § 67-6502 (b)).

1.11 City Council: Means and refers to the City Council of the City.

1.12 City Fees: Means and refers to the fees for services as established and charged by the City.

1.13 City Property Tax Supported Services: Means and refers to the City services and operations which are not City Proprietary Fee Supported Services, and which are either partially funded or totally funded by property taxes.

1.14 City Proprietary Fee Supported Services: Means and refers to the following services provided by the City which are funded by City proprietary fees including the sanitary sewer, domestic water, irrigation water and solid waste disposal services.

1.15 Combination Preliminary and Final Plat Application: Means and refers to Applicants' application to the City regarding the Subject Real Property requesting three (3) lot preliminary and final plat approval.

1.16 Comprehensive Plan: Means and refers to the City of Kuna Comprehensive Plan, as it exists on the Effective Date.

1.17 Concept Development Plan: Means and refers to the conceptual replat plan of the Subject Real Property which is attached in **Exhibit C**, in which the property shall develop in substantial conformance.

1.18 Developed: Means and refers to the completion of development of a Project or phases of a Project by the Applicants in accordance with the provisions of this Agreement.

1.19 Developer: Means and refers to Riley Planning Services LLC, an Idaho limited liability company authorized to do business in Idaho which is one of the Applicants and is a Party to this Agreement.

1.20 Drainage System: Means and refers to a drainage and flood control system and facilities for collection, diversion, detention, retention, dispersal, use and discharge of drain water.

1.21 Effective Date: Means and refers to the date upon which this Agreement takes effect, which is the same date that the City's Annexation Ordinance and Zone Changing Ordinance take effect.

1.22 Existing Improvements: Means and refers to the existing improvements located upon the Subject Real Property on the Effective Date which are as follows: single family home, outbuildings, irrigation laterals and ditches.

1.23 Existing Uses: Means and refers to the existing uses of the Subject Real Property on the Effective Date, which are as follows: two (2) residences and outbuildings.

1.24 Green Space: Means and refers to open-space areas, whether public or private, reserved for parks or other "green spaces", which exclusively includes any of the following: plant life, water features, other kinds of natural environments and pathways, recreational facilities, and/or park appurtenances.

1.25 H.B. 389: Means and refers to House Bill No. 389 approved by the Legislature of the state of Idaho at the First Regular Session of 2021 and signed into law by the Governor of the state of Idaho effective January 1, 2021, a true and correct copy of which is attached marked **Exhibit D** and by this reference incorporated herein this definition.

1.26 Impact Area: Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.

1.27 Infrastructure Master Plan: Means and refers to all of the Infrastructure Systems which are part and parcel of a Master Plan.

1.28 Infrastructure Systems: Means and refers to Public Streets, Travel Appurtenances, Applicants' Potable Water System Improvements, Pressure Irrigation System, Sewerage System Improvements, Drainage Systems, Green Space, as provided for in this Agreement.

1.29 Master Plan: Means and refers to a plan for a Developed Project including the Infrastructure Master Plan for improvements that require City permits and the intended uses of the Subject Real Property.

1.30 Offsite Potable Water: Means and refers to any Project potable water supply network, located outside the boundary of the Subject Real Property, to connect the Project Potable Water System to the existing terminus of the City's Potable Water System.

1.31 Offsite Sewerage: Means and refers to any Project sewer improvements, including, without limitation effluent application sites, gravity lines, pressure lines, lift station, borings, manholes, and engineering, to connect the Subject Real Property to the existing terminus of the City's sewer system, the alignment.

1.32 Ordinances: Means and refers to an ordinance passed by the City Council in accordance with the provisions of this Agreement. This term may appear in this Agreement in the singular or the plural.

1.33 Owner: Means and refers to Miriam, LLC, an Idaho limited liability company, and Japheth, LLC, an Idaho limited liability company, who is the Applicant and who owns the Parcels within the Subject Real Property on the Effective Date and who is the Party to this Agreement, and after the Effective Date of this Agreement, this term shall also refer to any subsequent owner or owners of the Subject Real Property. The use of this term in this Agreement may appear in the singular when referring to only one of the Owners.

1.34 Parcel: Means and refers to tract or parcel of distinctly legally described real property located within the Subject Real Property. The use of this term in this Agreement may appear in the singular or the plural.

1.35 Party: Means and refers to the City and/or the Owner and/or the Developer, as the Parties to this Agreement. This term may appear in this Agreement in the singular or the plural.

1.36 Planning & Zoning Commission: Means and refers to the City's Planning & Zoning Commission.

1.37 Potable Water Provider: Means and refers to the City providing potable water through the Potable Water System.

1.38 Potable Water System: Means and refers to the City's domestic potable water system which includes, without limitation, all wells, storage tanks, distribution mains and pump stations necessary to provide Potable Water to users of the City's potable water system.

1.39 Pressure Irrigation System: Means and refers to the pressure irrigation system designed and built by the Applicants to provide irrigation water to a Project.

1.40 Project: Means and refers to a change in Existing Uses and/or Existing Improvements by any development of the Subject Real Property.

1.41 Project Approval Application: Means and refers to the Applications by the Applicant for a Project approval, as required by this Agreement, including the appropriate development application(s) as governed by City Ordinances.

1.42 Project Potable Water System: Means and refers to the wells, storage tanks and distribution lines, offsite main lines and pumps planned, designed and constructed by the Applicant and/or the City to serve the Project with potable water.

1.43 Public Infrastructure: Means and refers to the infrastructure facilities and services improvements, including, without limitation, underlying lands and improvements that are owned or to be conveyed to and owned by the City or a third-party Service Agencies.

1.44 Public Street: Means and refers to any street to be developed as a part of a Project that will be dedicated to and intended for acceptance for perpetual maintenance by ACHD and/or Idaho Transportation Department. This term may appear in this Agreement in the singular or the plural.

1.45 Services Agencies: Means and refers to any and all political subdivisions providing services within the City's planning area jurisdiction.

1.46 Sewer Provider: Means and refers to City providing sewerage service through the Wastewater System.

1.47 Sewerage System: Means and refers to any or all or any combination of the following depending upon the context of this term in the Agreement including, without limitation: wastewater treatment facilities, intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances used for the collection, and transportation to the City's Wastewater System treatment facilities for the treatment and disposal of sewage.

1.48 Subject Real Property: Means and refers to the 24.65 acres, more or less, located in Ada County, Idaho, legally described and depicted in **Exhibit A** consisting of the following Ada County Assessor's designated Parcel Nos: R8528532000, R8528531500, R8528531000, and R8528530500, and 10.182 acres, more or less, located in Ada County, Idaho, Kuna City Limits, legally described and depicted in **Exhibit B** and consisting of the following Ada County Assessor's designated Parcel Nos: S1418336401 and S1418336332; as well as the

1.49 Subject Real Property Improvement: Means and refers to any development, installation and/or any construction of a permanent structure or addition to any existing structure or fixture on the Subject Real Property.

1.50 Term: Means and refers to the duration of this Agreement as set forth herein unless the word "term" is not capitalized.

1.51 Wastewater System: Means and refers to the City's Sewerage System including, without limitation, all collection lines, lift stations, treatment plants and all appurtenances thereto necessary to provide sewerage service to users of the City's Sewerage System.

1.52 Zoning Administrator: Means and refers to the Planning & Zoning Director of the City.

1.53 Zoning Application: Means and refers to the Applicants' application to the City regarding the rezoning of Subject Real Property in accordance with the Rezone Ordinance.

1.54 Zoning Ordinance: Means and refers to the zoning regulations of the City codified in Title 5 Kuna City Code as it exists on the Effective Date.

SECTION 2 Recitals

The Parties recite and declare:

2.1 Municipal Corporation: City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and

2.2 Authority: City has City Authority; and

2.3 Development Agreement: City has the power under the Act [I.C. § 67-6511A], by ordinance (Chapter 14 of Title 5 KCC), to require or permit the Applicants, as a condition of annexation/zoning of real property, to make a written commitment concerning the use or future development of the Subject Real Property; and

2.4 Ownership: Owners are the owners of the Subject Real Property; and

2.5 Owners Applications: The Applicants have filed the Applications, with an accompanying conceptual development plan, Application seeking to annex, into the City, the Subject Real Property with portions zoned Area Commercial (C-2) City zone and portions rezoned as Area Commercial (C-2) City zone; and

2.6 Subject Real Property Location Within Impact Area: The Subject Real Property lies within the Impact Area; and

2.7 Comprehensive Plan: The Applications is in compliance with the Comprehensive Plan by:

- Ensuring community design directs growth and implements complementary and sustainable land use patterns;
- Encouraging development in priority areas which promote and concentrate mixed land uses to create and support strong commercial activity centers;
- Encouraging development of commercial areas with good connectivity and character, provide employment and services, and integrate neighborhood-serving mixed use centers both vertically and horizontally;
- Encouraging development of housing options for all citizens that meets demand for household sizes, lifestyles and settings; and
- Using Overlay Districts to create Mixed-Use entryway corridors with strong character and managed access.

2.8 Applicants' Intentions: The Applicants intend to develop commercial uses compatible with existing Mixed Use development to the south and with proposed Commercial development immediately west, as well as providing a variety of housing types beyond the traditional single family residence; a Development Concept Plan has been provided and Subject Real Property shall be developed in substantial conformance with the Concept Plan .

2.9 City Intentions: The City intends, in consideration of granting the Application, that any change in the Uses and Improvements shall be subject to this Agreement and the goals and authority of the City to assure that any changes of Uses and Improvements are in accordance with Comprehensive Plan goals and will:

- Contribute to the diversity and robustness of the City's economy;
- Support mix of residential uses;
- Contribute to the strategic location and development of residential areas in the City;
- Provide for a strong transportation and Infrastructure Systems which will be connected with those systems which serve the City;
- Not impose additional burdens upon the City's and the Service Agencies abilities to provide services which will result in a reduction of the level of those services;
- Result in the orderly development of the City in a manner that allows for the efficient and economically viable of both tax-supported and fee-supported City

services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and

- Be in compliance with applicable City Ordinances, Federal and State Laws and regulations.

2.10 Existing Improvements and Existing Uses: The City requires, as a special consideration and condition of granting the Application, that the Applicants' use and possession of the Subject Real Property shall be limited to Existing Uses and maintenance or replacement of Existing Improvements. Any other change to either shall require the Applicants to file, with the City, a Project Approval Application in accordance with this Agreement.

2.11 Written Commitment: It is the intention and purpose of the Parties, by entering into this Agreement, as a condition of zoning the Subject Real Property, to establish the process, requirements and conditions for a Project approval and that the Applicants make this written commitment that any such Project approval will be in accordance with the terms and conditions of this Agreement.

2.12 Mutual Benefits: The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Applicants hereunder constitute sufficient consideration to support the covenants and agreements of the City and the Applicants.

SECTION 3 Annexation and Zoning

3.1 Annexation Application: Developer, with the Owners' consent, has filed an Annexation Application, which the City has processed.

3.2 Annexation Approval: City Council, subject to the Parties entering into this Agreement, has approved the Annexation Ordinance of the Subject Real Property.

3.3 Annexation Ordinance: The Annexation Ordinance, approved by the City Council, takes effect on the Effective Date.

SECTION 4 Land Use Approvals

4.1 Applications: The Applicants have filed the Application(s) for annexation, zoning and zone change which the City has processed together.

4.2 Zoning Approval: City Council approved the zoning and zone change application subject to the condition that the Developer and Owners enter into this Agreement.

4.3 General Terms: The following terms and conditions apply to the use and development of the Subject Real Property:

4.3.1 Existing Uses: The Existing Uses are allowed and may continue in accordance with this Agreement.

4.3.2 Existing Improvements: The Existing Improvements may be maintained and replaced as reasonably necessary in accordance with this Agreement.

4.3.3 No Change to Existing Uses and no Additional Improvements: The Applicants shall not change any Existing Uses nor place or construct any additional Improvements upon the Subject Real Property unless the Applicants first files and obtains City approval of a Project Approval Application.

SECTION 5 Process, Standards and Criteria for Project Changes in Existing Uses and Improvements

5.1 Project Approval Application Process: When any of the Applicants seeks approval by the City of a Project within the Subject Real Property, the Applicants shall:

5.1.1 File, with the City Planning and Zoning Department, a Project Approval Application together with applicable applications required by City Code (**"Accompanying Applications"**) depending upon the proposed change in Exiting Uses and/or proposed additional Improvements.

5.1.2 Project Approval Application Applicant shall include the following:

5.1.2.1 Project Description Summary;

5.1.2.2 Project Legal Descriptions;

5.1.2.3 Project Master Plan;

5.1.2.4 Project Infrastructure Master Plans Components as are relevant to the proposed Project;

5.1.2.5 The intended use of the Developed Project;

5.1.2.6 An analysis of the fiscal impact upon City Property Tax Supported Services which will serve the approved Developed Project; and

5.1.2.7 An analysis of the fiscal impact upon City Proprietary Fee Supported Services which will serve the approved Developed Project.

5.2 Project Infrastructure Master Plans Components Requirements: Project Infrastructure Master Plans, as are relevant to the proposed Project, shall comply with the following:

5.2.1 Public Streets and Private Roads Project Infrastructure Master Plan Component: Public Streets and Private Roads Project Infrastructure Master Plan Component shall:

5.2.1.1 Include a designation of the location of the Public Streets and Private Roads (if any) that will serve a Project, as it is fully Developed including considerations that Additional Property may, in the future, be added to a Project.

5.2.1.2 Identify the location of Public Streets and Private Roads depicted on this component may be conceptual and may be subject to change by the City and ACHD, as a Project is developed. The final designation of the Project's Public Streets and Private Roads will be determined in the Subdivision permitting process by the City and ACHD, as a Project is developed.

5.2.1.3 Include Public Streets and Private Roads which are designed and constructed to meet ACHD standards for acceptance and in accordance with the approved Public Streets and Private Roads Project Infrastructure Master Plan and as approved in the subdivision approval process.

5.2.1.4 Be subject to the subdivision approval process which shall include the following conditions:

5.2.1.4.1 Constructed to City and ACHD applicable engineering standards. Private Roads may modify curb, drainage, widths, parking and other standards in accordance with any applicable PUD modifications and the City's Subdivision Ordinance; and

5.2.1.4.2 Identification of how and who will maintain the Private Roads; and

5.2.1.4.3 Remain owned by the Applicant until the Project is Developed and which may subsequently be conveyed to one or more owners' associations as designated in each Developed phase of a Project; and identified on the preliminary and final plats of the Subject Real Property; and

5.2.1.4.4 Be accessible to public service agency providers including, without limitation, police, fire, ambulance, garbage collection, electrical, cable and telephone line installation and repair, domestic and irrigation water or sewer line installation and repair, and other similar public purposes.

5.2.1.5 Include parking, pedestrian, bicycle, sidewalks and/or other facilities intended to be used for non-motorized vehicular traffic and/or for e-bicycles and scooters used for ingress and egress to and from or within a Project (**"Travel Appurtenances"**), not included in Public Streets or Private Roads, and Developed within a phase of a Project, shall include, as is relevant and as required by the City.

5.2.1.6 Include Public Street and Private Road lighting shall be served with underground electric service distribution; all Public Streets and Private Roads striping, traffic signals, signposts, name signs, stop signs, speed limit signs, and all other directional/warning/advisory traffic signage in accordance with the Manual on Uniform Traffic Control Devices.

5.2.2 Potable Water Infrastructure Project Master Plan Component: Potable Water Infrastructure Project Master Plan Component shall:

5.2.2.1 Include the Project development intention to be served by the City's Potable Water System or by another Potable Water Provider in accordance with the provisions of this Section; and

5.2.2.2 Designate whether the Project will be served by an Offsite Potable Water line or will be served by wells with a Project Potable Water System. In the event the City is unable to provide Potable Water to all or a portion of the Project, the Applicant may seek alternative potable water service; and

5.2.2.3 Designate the locations of wells, the number of wells, water storage tanks (if necessary as required by the City in its discretion), and the general location of the water transmission and distribution system, including any that are offsite that will serve a Project as a Project is fully Developed including considerations that Additional Property may, in the future, be added to a Project as required by the City in order for potable water to be provided by the Potable Water Provider to a Project (which may be constructed on the same site) and meet redundancy requirements and provide for its interconnectivity to the Potable Water System; and

5.2.2.4 Provide, in the event the City does not secure the necessary water rights and well permits to serve a Project via new wells, prepare and submit to the City an Offsite Potable Water plan that would connect the Subject Real Property to the City's Potable Water System via the Offsite Potable Water line; and

5.2.2.5 Include the Applicant's agreement to convey, at no cost to the City, all potable well sites, as identified in a Project, the Potable Water Infrastructure Project Master Plan and grant access easements to such sites prior to the City commencing construction; and

5.2.2.6 Include the Applicant's agreement to be responsible to install all distribution lines, pressure reducing valves and booster stations and other aspects of a Potable Water Infrastructure Project Master Plan to serve uses within a Project, excluding the costs for any wells, storage tanks or Offsite Potable Water system to supply potable water to a Project that may be the responsibility of the City, at the Applicants' sole cost and expense (the **"Applicants' Potable Water System Improvements"**).

5.2.2.7 **City Responsibility:** City will:

5.2.2.7.1 Provide all Potable Water Rights as are available to serve a Project and reserve those rights to the extent allowable by law, in the event water is limited; and

5.2.2.7.2 Upon conveyance of Applicant's Potable Water System Improvements to the City, be the Potable Water Provider to a Developed Project and shall continue to own and maintain the Applicants' Potable Water System Improvements, and Wells as a part of the Applicants' Potable Water System; and

5.2.2.7.3 Upon completion by the Applicant of each Developed phase within a Project, be the Potable Water Provider to that Developed phase of a Project.

5.2.3 Irrigation Water Infrastructure Project Master Plan Component: Irrigation Water Infrastructure Project Master Plan Component shall:

5.2.3.1 Include the Project development intention to be served by the Pressure Irrigation System in accordance with the provisions of this Section; and

5.2.3.2 Designate the locations of the Pressure Irrigation System Improvements that will service a Project, as it is fully Developed; and

5.2.3.3 Include the Applicant's agreement to retain all irrigation water rights related to irrigation of the Subject Real Property and those water rights shall continue to be utilized for irrigation of the Subject Real Property; and

5.2.3.4 Subject to the City's payment of reasonable assessment rates, as set by Applicant's or owners' association, for irrigation water provided to any Public Park that is part of a Project conveyed to and accepted by the City.

5.2.4 Wastewater Treatment Infrastructure Project Master Plan Component: Wastewater Treatment Infrastructure Project Master Plan Component shall:

5.2.4.1 Include a designation of the approximate location of the Sewerage System wastewater treatment facilities, main lines, including offsite sewer lines and lift stations, that will service a Project, as required by the City in order for the City to be the Sewer Provider to a Project as it is fully Developed (the **"Sewerage System Improvements"**); and

5.2.4.2 Include the Applicant's agreement to construct the City-approved wastewater treatment facilities, main lines, including offsite sewer lines and lift stations, that will service a Project; and

5.2.4.3 Include the design of Applicant's constructed Offsite Sewerage must ensure that, upon completion of the Offsite Sewerage, the Subject Real Property will be served by the Sewer Provider with a capacity to serve the maximum density of an approved Project.

5.2.4.4 City Responsibility: City will:

5.2.4.4.1 Following the Applicant's construction and installation of the Applicants' Sewerage System Improvements in accordance with the Sewer Master Plan including easements and acceptance by the City, become the Sewer Provider for a Project as it is developed.

5.2.5 Drainage System Infrastructure Project Master Plan Component: Drainage System Infrastructure Project Master Plan Component shall:

5.2.5.1 Designate the location of the surface drainage systems to remove excess water from the surface of the land (**"Drainage System Improvements"**) that will service the Project, as it is fully developed including considerations that Additional Property may, in the future, be added to the Project; and

5.2.5.2 Designate areas with private Drainage Systems to be conveyed to and accepted by and maintained by Applicant or a designated owners' association; and

5.2.5.3 Be constructed, as the Project phases are developed, to meet ACHD standards on Public Streets, City and any applicable State standards as is relevant to the intended ownership and maintenance of the constructed Drainage System Improvements.

5.2.6 Green Space Infrastructure Project Master Plan Component: Green Space Infrastructure Project Master Plan Component shall:

5.2.6.1 Contain Green Space, as required by City Ordinances and standards, in accordance with the following:

5.2.6.1.1 **Pathways:** Pathways and trails shall be depicted within Green Space and may be constructed in phases; and

5.2.6.1.2 **Plat:** Green Space shall be specifically designated upon submission of each preliminary and final plat; and

5.2.6.1.3 **Ownership:** The ownership of Green Space shall be owned and maintained as follows:

5.2.6.1.3.1 Public parks by the City;

5.2.6.1.3.2 Other Green Spaces by Applicant or owners' association.

5.2.6.1.3.3 The Applicants shall identify, as phases of a Project are Developed, an owners' association or other entity that will own and maintain each Green Space and all improvements within the phase of the Project then being Developed.

5.2.6.1.4 **Isolated Trails:** In locations where pathways and trails are isolated and not connected to any other development trail or pathway or detached from development areas (**"Isolated Trails"**), such Isolated Trails shall be constructed by the Applicant and approved by the City as each Project phase is permitted and completed.

5.2.6.1.4.1 Isolated Trails shall be a minimum of 500 feet per each approved phase. In any circumstance where a pathway or trail is unable to be constructed due to safety, topography, or easement / ownership conflicts, then the Applicant shall either re-route such pathways or trails or replace them with additional pathways or trails elsewhere or reach a written agreement with the City to construct those pathways or trails in the reasonably foreseeable future when the circumstances are expected to be resolved.

5.2.6.1.4.2 Applicant may construct larger portions of the Isolated Trails at a rate faster than five hundred (500) feet per phase, in which case the cumulative total of the Isolated Trails would count toward the five hundred (500)-foot minimum requirement.

5.2.6.1.5 **Project Public Parks:** In the event a Green Space Infrastructure Project Master Plan calls for a public park, the same shall be a minimum of ten (10) acres in size and dedicated to the City; and

5.2.6.1.5.1 The location of the public park(s) may be modified from the location shown on the Green Space Infrastructure Project Master Plan but shall be located adjacent to a main Public Street in a central location to maximize public access and be compatible with the intent of the Green Space Infrastructure Project Master Plan; and

5.2.6.1.5.2 The public park(s) shall include at least three (3) active amenities such as by way of example:

- Playing fields, playground, basketball court, volleyball court, tennis court, pickle ball courts, a picnic shelter, etc.; and

5.2.6.1.5.3 The Applicants and the City will work together on the final design of any public park(s).

5.2.6.1.6 **Public Park Impact Fee Credits and Reimbursement:** If the Applicant, at no cost or expense to the City, develops and conveys, to the City, a public park within the Project, upon approval from City Administrator of the public park improvement costs, including the current fair market value of the land (**"Approved Public Park Costs"**), the Developer or the Owners of any real property within the Subject Real Property shall be entitled to the issuance of a credit against the City's public park impact fee or reimbursement from Project impact fees or a combination thereof, as will be negotiated with the City Administrator in accordance with the provisions of Kuna City Code Section 12-1-6 including any other applicable provisions of Chapter 1 of Title 12 Kuna City Code.

5.2.7 City Property Tax Supported Services Project Master Plan Component: The City Property Tax Supported Services Project Master Plan Component shall:

5.2.7.1 Include an analysis of City Property Tax Supported Services reasonably anticipated to be provided to the developing and Developed Project which are negatively impacted by H.B. 389 and which analysis shall be determined in accordance with the following criteria:

- The projected additional City Property Tax Supported Services costs needed to serve the Project during the process of development and as Developed Project; and
- The projected incremental amount of the property tax to be collected from the Project; and
- The project amount of the Project property tax loss imposed by H.B. 389 which would be used to fund the projected additional City Property Tax Supported Services costs.

SECTION 6 Infrastructure Systems Development Construction Standards

6.1 Infrastructure Systems Development Standards: Applicant will, in the course of development of each phase of a Project, construct and install all Infrastructure Systems, including any portion thereof that is Offsite, in accordance with the then current relevant engineering City, ACHD, Ada County, state of Idaho and Federal agency standards.

SECTION 7 Infrastructure Systems Construction Access and Operations

7.1 City Easements: Applicant shall have the right, upon application and issuance of a license or permit from the City (or other applicable governmental jurisdiction, subject to their approval), to enter and remain upon and cross over any City-held (or other applicable governmental jurisdiction, if they approve) easements or rights-of-way, to the extent reasonably necessary to facilitate Infrastructure Systems construction, or to perform necessary maintenance or repairs of such Infrastructure Systems subject to:

7.1.1 No Adverse Effect: Applicant's use of such license or permit in a manner that will not impede or adversely affect the City's (or other applicable governmental jurisdiction's) use and enjoyment thereof, and

7.1.2 Restoration: Applicant shall substantially restore such easements and rights-of-way to their condition prior to the Applicants' entry upon and completion of such Infrastructure Systems construction, repair or maintenance.

7.2 City Cooperation: City, as is necessary for the Applicant to construct and install Infrastructure Systems, shall cooperate as is reasonably necessary and as the City is legally able, in compliance with the City's approval of the applicable Infrastructure Systems plan, as follows:

7.2.1 Unnecessary Easements: Abandon any unnecessary City public rights-of-way or easements currently located on the Project and not otherwise used or required by the City.

7.3 Operations During Construction: Applicant's mineral and/or royalty rights on minerals located on or under the Project are reserved and the Applicant may, as reasonably needed, conduct mining (for purposes of on-site material usage), blasting and batch plant operations on site during each developing phase of the Project in accordance with the procedures of Kuna City Code and this Agreement.

7.3.1 Review of Construction Operations: The location of construction operations shall be subject to reasonable review and approval by the appropriate governmental agencies that have jurisdiction over such operations.

SECTION 8 Term

8.1 Term: The Term of this Agreement shall commence on the Effective Date and shall partially terminate as provided in this section.

8.1.1 Partial Termination upon Dedication and Acceptance by Public Agency: Upon completion of Developed Phases of a Project, which include dedications and or conveyance to and acceptance by the City, ACHD or other applicable public agencies, the Applicant may then submit, to the City, an Application for Partial Termination of provisions of this Agreement (**"Application for Partial Termination"**) as they apply to certain legally described real property within a Developed phases of the Project dedicated, conveyed and accepted by the City, ACHD or by any other public agency.

8.1.1.1 City Council shall grant an Application for Partial Termination of some of the relevant provisions of this Agreement, only when a phase of a Project has been completely developed and the Applicants shall specifically identify the provisions of the Agreement to be terminated in this regard and the real property to which it applies. Notwithstanding the foregoing, any such Partial Termination shall not have any effect on the obligations of the City or the Applicant with respect to any Reimbursement Agreements or obligations of the City to reimburse any fee or costs to the Applicants in accordance with this Agreement.

8.1.1.2 A completed Applicants' Application for Partial Termination shall be reviewed by the Planning and Zoning Director, Public Works Director and/or the Parks and Recreation Director as is relevant for approval by the City Council.

8.1.1.3 A City Council approval of an Applicants' Application for Partial Termination shall be by an order which shall specify:

- The legal description of the portion of the Subject Real Property to which it applies; and
- The provisions of the Agreement which are terminated.

8.1.1.4 City Clerk shall certify and acknowledge a copy of the order and provide the same to the Applicant for purposes of recording the same with the Ada County Recorder's Office.

SECTION 9 Agreement Modifications and Project Approval Amendments

9.1 Effect of New Laws: In the event State or federal laws or regulations are enacted and/or there is a decision issued by a court of competent jurisdiction which prevents or precludes a Party's compliance with one or more provisions of this Agreement (individually or collectively, "**New Law**"), the provisions, in whole or in part, as applicable, of this Agreement shall be modified or suspended as may be necessary to comply with such New Law.

9.1.1 Reasonable Action: During the time that the Parties are conferring on such modification or suspension of this Agreement or challenge to the New Law, the Parties may take reasonable action to comply with such New Law.

9.1.2 Declaration: Should the Parties be unable to agree to a modification or suspension of this Agreement, either may petition a court of competent jurisdiction for an appropriate declaratory judgment for modification or suspension of this Agreement.

9.1.3 Ability to Challenge: The Applicants and the City each or together shall have the right to challenge the New Law which prevents their compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

9.2 Project Approval Application Amendments: Project Approval Application shall be processed and approved by the City in accordance with the process and procedures required by the Accompanying Applications subject to the approval of the City Council and SECTION 5 of this Agreement. The conditions of the approvals shall be included as an appendix amendment to this Agreement.

SECTION 10 Vested Rights

10.1 Vested Rights: Upon the Effective Date, the Applicants shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.

10.2 Consideration: The determinations of the City memorialized in this Agreement, together with the assurances provided to the Applicants in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Applicants as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Applicants.

SECTION 11 Infrastructure Systems Ownership and Maintenance

11.1 Ownership: The Infrastructure Systems, provided for in this Agreement, upon their approval, construction, installation, and acceptance shall be owned and maintained as follows:

11.1.1 By ACHD or by Idaho Transportation Department:

- Public Streets; and
- Drainage associated with Public Streets.

11.1.2 By City:

- Wells and Offsite Water Lines;
- Applicants' Water System Improvements;
- Applicants' Sewerage System Improvements;
- Applicants' Pressure Irrigation System Improvements;
- As designated in the Drainage Infrastructure Master Plan, Applicants' Drainage System Improvements accepted and approved by the City;
- Applicants' Public Streetlight Improvements; and
- Public Parks, pathways and trails.

11.1.3 By Applicants/or Owner's Association:

- Private Roads; and
- Drainage associated with Private Roads; and
- Applicants' Private Street/Gated Road Streetlight Improvements; and
- Green Spaces; and
- Public Green Spaces.

11.2 Owners Associations: Applicants, in the process of each Developed phase of a Project, may create and register, with the Secretary of State of the state of Idaho, a legal entity under Idaho Law (**"Owners' Association"**) and prepare and record with the Ada County Recorder's office appropriate CC&Rs which are consistent with the approved Master Plans.

11.2.1 Binding on Owners: The CC&Rs, for each Developed Phase of the Project, shall bind all present and future owners of real property within each Developed Phase of a Project in order to provide for the perpetual support and maintenance of each of the common improvements within the Developed Phase as provided in this Agreement.

11.2.2 Quality Control: Each Owners' Association shall establish and perform quality control, maintenance and operation throughout their Developed Phase of a Project during development and during maturing of the Developed Phase of a Project and continuing in perpetuity.

11.2.3 Applicants Discretion: Applicant shall have the sole and absolute discretion over the content, approval and enforcement rights of the Declarant or other governing agent or agency, formation and adoption of the CC&Rs so long as the same is consistent with the provisions of this Agreement.

11.2.4 Ownership Determination Standards: The standards for determining the ownership of Project Infrastructures Systems, not owned by ACHD or Idaho Transportation Department of the City, are as follows:

- Project Infrastructure Systems that are constructed, installed and contained within one parcel are suitable for Applicant or Owners' Association ownership and maintenance.
- Project Infrastructure Systems that are constructed and installed, within two or more parcels, are suitable for Owners' Association's and/or Community Infrastructure District's ownership and maintenance. Determinations as to which, of these two types of ownership to apply, shall be based upon the type, size and locations of the Project Infrastructure Systems; and upon the adverse effects, of a resulting failure to maintain the Project Infrastructure Systems will

have, upon ACHD, Idaho Transportation Department and/or City infrastructure/s and upon public use and other properties. Community Infrastructure District ownership provides assurance of continued ownership and maintenance.

SECTION 12 Default

12.1 Enforcement of Terms and Conditions of the Agreement: The enforcement of the terms and conditions of this Agreement and any permits issued by the City pursuant to this Agreement are as follows:

12.1.1 Default: The failure of the Applicants or any Applicant or Owners' Association, or the failure of the City to comply or perform, in accordance with the terms and conditions of this Agreement or the terms and conditions of any permit issued by the City, pursuant to this Agreement, shall be a default of this Agreement and processed in accordance of the provisions of the sections.

12.1.2 City Default Claims: A claim of default by the City may be made against the Applicants or any Applicant or Owners' Association by the City's Director of Public Works, Planning and Zoning Director or Parks and Recreation Director (**"City Director"**), depending upon the default.

12.1.3 Applicants' or Owners' Association Default Claims: A claim of default may be made by the Applicants or any Applicant or, Owners' Association against the City, depending upon the default.

12.1.4 Claimant and Accused: For purposes of this Section of the Agreement, a claim of default is made by a (**"Claimant"**) against an (**"Accused"**).

12.1.5 Default Written Notice of Intent: The Claimant shall serve the Accused with a Default Written Notice of Intent (**"Notice of Intent"**).

12.1.5.1 The written Notice of Intent shall include the matters and facts which form the basis for the notice and a stated reasonable time within which the Accused is to correct and remedy the default. Such reasonable time frame shall depend upon the exigencies surrounding the matters and facts set forth in said Notice.

12.1.5.2 The written Notice of Intent shall state the factual and legal reasons for the claim of default, the actions to be taken by the Accused to cure the claim of default and a demand that the Accused respond in writing, within a reasonable stated time, as to whether or not the Accused consents to comply with the Notice of Intent of denies the claim of default.

12.1.5.3 The Accused shall have a minimum of thirty (30) days to remedy any default. If the default is such that more than thirty (30) days will reasonably be required to cure default, then the Accused shall have such additional time as may be necessary to perform or comply so long as the Accused commences performance within such thirty (30) day period and diligently proceeds to complete such performance and timely cures any exigent circumstance of the claim of default that affects public health and safety.

12.1.5.4 The Notice of Intent shall be served as follows upon:

- **Applicants:** by U.S. Mail to the address herein designated by Developer;
- **Owners' Association:** by U.S. Mail to the address of its registered agent;
- **Real Property Owners:** By U.S. Mail at their address as listed by the Ada County Assessor's office; and
- **City:** by U.S. Mail to the address herein designated by the City.

12.1.6 Notice to Show Cause: In the event the Accused fails to correct and remedy a default or noncompliance, within the reasonable time designated in the Notice of Intent, to the satisfaction of the Claimant, the Claimant shall then request the City Council [or the Planning & Zoning Commission only in the event the Commission has original jurisdiction by reason of a permit which is at issue in the matter] or otherwise request the City Council to proceed to set a hearing and provide written notice of the hearing to show cause to the Accused of the request to take action as identified in the Notice of Intent and to enforce the terms of this Agreement.

12.1.6.1 The written notice of the hearing to show cause shall be served upon the Claimant and the Accused at least twenty-eight (28) days in advance of the hearing.

12.1.6.2 At the hearing to show cause, the Accused may present evidence as to why it or they are not in default.

12.1.6.3 Following any presentation of evidence by the Accused and any rebuttal by the Claimant and any other interested persons, the Planning & Zoning Commission and/or the City Council, as the case may be, shall determine the matter and issue Findings of Fact, Conclusions of Law and an Order of Decision in accordance with the evidence presented at the Show Cause hearing.

12.1.6.4 Any determination made by the Planning & Zoning Commission may be appealed to the City Council. A notice of appeal must be filed within fourteen (14) days of the final decision of the Planning & Zoning Commission.

12.1.6.5 The Findings of Fact, Conclusions of Law and Order of Decision issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

12.1.7 Prevailing Party: In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

SECTION 13 Mortgages

13.1 Senior to Mortgage: This Agreement shall be superior and senior to any mortgage of the interests of any Applicant or property Owners of any real property within the Subject Real Property of record recorded subsequent to this Agreement.

13.1.1 No Impairment: No default of this Agreement by any Subject Real Property Owner shall invalidate or impair a mortgage made in good faith and for value; and

13.1.2 Subject to Agreement: Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Real Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, except that the same shall be subject to all of the terms and conditions contained in this Agreement.

13.2 No Mortgage Obligation: No mortgagee shall have an obligation or duty under this Agreement to perform the Applicants' obligations or other affirmative covenants of the Applicants hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Applicants is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

SECTION 14 Shared Legal Defense of This Agreement

14.1 Shared Agreement Legal Defense Costs: In the event that any legal or equitable action or other proceeding is instituted by a third-party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and the Applicants may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint legal counsel, or each Party may select its own legal counsel at each Party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.

SECTION 15 Notices and Filings

15.1 Manner of Serving: All notices, filings, consents, approvals and other communications provided for herein or delivered in connection herewith shall be validly delivered, filed, made, or served if in writing and delivered personally or delivered by a nationally recognized overnight courier or sent by certified United States Mail, postage prepaid, return receipt requested, to the following:

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

With a copy to:
City Attorney's Offices:
Attention: William F. Gigray, III
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

Developer:
Riley Planning Services LLC
Attn: Penelope Constantikes
PO Box 405
Boise, Idaho 83701

With a copy to:
Attn: William F. Gigray, III

Owner:
Miriam, LLC
715 Blue Spruce Road
Alpine, UT 84004

Owner:
Japheth, LLC
715 Blue Spruce Road
Alpine, UT 84004

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

15.2 Mailing Effective: Notices, filings, consents, approvals and communication given by mail shall be deemed delivered immediately if personally delivered, 24 hours following deposit with a nationally recognized courier, or 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

SECTION 16 Applicants Assignment of Agreement Rights

16.1 Applicants Assignment: The assignment of any of the Applicants' rights and obligations of this Agreement shall in accordance with the following:

16.1.1 Complete Assignment of an Applicant's rights: A total assignment of an Applicant's rights and obligations under this Agreement in connection with all undeveloped portions of the Subject Real Property shall be assigned upon written consent of the City Council which shall not be unreasonably withheld, conditioned or delayed subject only to the following conditions:

16.1.1.1 Prior written notice from the Applicant to the City Council together with the identification of the proposed assignee together with the proposed assignee's written affirmation of their intentions and ability to perform the conditions of this Agreement; and

16.1.1.2 The Applicant is not then in default of this Agreement or the Assignee tenders, to the City, a guarantee of the Assignee's performance of the Applicants' default upon assignment; and

16.1.1.3 The total assignment, by the Applicant, shall be a written instrument including the acceptance of the assignee to the terms and conditions of this Agreement, and the City Council's written consent and shall then be recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations.

16.1.1.4 In the event of such total assignment of the Applicant's rights and obligations hereunder, the Applicant's liability under this Agreement shall then terminate.

16.1.2 Successors and Assigns: Notwithstanding any other provisions of this Agreement, an Applicant may assign all or part of the Applicant's rights and duties under this Agreement as collateral to any financial institution from which the Applicant has borrowed funds for use in developing the Project. Such an assignment shall not relieve the Applicant from any obligations of this Agreement.

SECTION 17 Miscellaneous

17.1 Agreement runs with the Subject Real Property: The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the Subject Real Property. Each commitment and restriction of this Agreement on the Subject Real Property shall be a burden on the Subject Real Property and shall be appurtenant to and for the benefit of the Subject Real Property and shall run with the land.

17.1.1 This Agreement shall be binding on the Applicants, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that the purchasers, from any Applicant, of individual lots within Developed phases of the Project are not subject to the obligations arising under this Agreement except for any obligations of the Owners' Association to which they are a member.

17.2 Choice of Law and Venue: This Agreement shall be construed in accordance with the laws of the state of Idaho in effect on the Effective Date. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

17.3 Construction: All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in accordance with its fair meaning and not strictly for or against a Party, regardless of whether such Party prepared or caused the preparation of this Agreement.

17.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.

17.5 Entire Agreement: This Agreement constitutes the entire agreement between the Parties, except for any permits and or approvals issued pursuant to this Agreement, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification or amendment to this Agreement of any kind whatsoever shall be made or claimed by the Applicants or the City unless the same shall be endorsed in writing and signed by the Party against which the enforcement of such modification or amendment is sought, and then only to the extent set forth in such instrument. Such approved amendment shall be recorded in the Official Records of Ada County, Idaho.

17.6 Exhibits and Recitals: Any Exhibit attached hereto shall be deemed to have been incorporated herein with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof. The Definitions set forth prior to the Recitals are hereby acknowledged and incorporated herein.

17.7 Further Acts: Each of the Parties shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

17.8 Good Standing; Authority: Each of the Parties represents to the other as follows:

17.8.1 Developer: Riley Planning Services LLC represents that it is an Idaho limited liability company authorized to do business in Idaho and in good standing to do business in the state of Idaho.

17.8.2 City: City represents that it is an Idaho municipal corporation in the state of Idaho.

17.8.3 Owner: Miriam, LLC, represents that it is an Idaho limited liability company and in good standing to do business in the state of Idaho and Japheth, LLC, and represents that it is an Idaho limited liability company and in good standing to do business in the state of Idaho.

17.8.4 Authority: Each Party represents to the other that the individual(s) executing this Agreement, on behalf of the Party, is authorized and empowered to bind the Party on whose behalf each such individual is signing.

17.9 Headings: This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. Table of Contents, titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

17.10 Names and Plans: Applicants shall be the sole Owners of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the request of the Applicants in connection with the Property and the Project; provided, however, that in connection with any conveyance of portions of the Subject Real Property to the City, such rights pertaining to the portions of the Subject Real Property so conveyed shall be assigned to the City to the extent that such rights are assignable.

17.11 No Applicants Preliminary Representations: Nothing contained herein shall be deemed to initially obligate the Applicants to complete any part or all of the development of a Project within a specific timeline, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation unless required as a condition of any permit issued pursuant to this Agreement or required by any Master Plan approved by the City pursuant to this Agreement.

17.12 No Partnership; Third Parties: It is hereby specifically understood, acknowledged, and agreed that neither the City nor the Applicants shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Applicants and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization, or legal entity not a Party hereto, and no such other third-party, person, firm, organization, or legal entity shall have any right to cause of action hereunder.

17.13 Parties' Intent: It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of the City.

17.14 Recordation: After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.

17.15 Severability: If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

17.16 Time of Essence: Time is of the essence in implementing the terms of this Agreement.

17.17 Waiver: No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or the Applicants of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Development Agreement to be effective on the Effective Date.

CITY:
CITY OF KUNA, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho

By: _____
Joe Stear, Mayor

OWNER:
Miriam, LLC, Idaho Limited Liability Company

By: _____
Managing, Member
Douglas B Clegg

OWNER:
Japheth, LLC, Idaho Limited Liability Company

By: _____
Managing, Member
Douglas B Clegg

Attest:

By: _____
Chris Engels, City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

The foregoing Agreement has been received by the undersigned attorney, who has opined that it is in proper form and within the power and authority granted under the laws of the state of Idaho to the City of Kuna.

_____
for Wm. F. Gigray, III, City Attorney
By: Mark Bybee

07/11/2022

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ~~22~~ 22ND day of MARCH, ~~2022,~~ 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared **Joe Stear**, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

[seal] NATHAN STANLEY
COMMISSION #20202948
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 08/07/2026

Notary Public for Idaho
My Commission expires: 08/07/2023

STATE OF Utah)
) ss.
COUNTY OF Utah)

On this 11th day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Clegg, a member of Miriam, LLC, that executed the instrument, or the person who executed the instrument on behalf of said Miriam, LLC, , executed the same.

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

[seal] ZION PAYTON
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 720036
COMM. EXP. 08-24-2025

Notary Public for The UPS Store Highland
My Commission expires: 08-24-2025

STATE OF Utah)
) ss.
COUNTY OF Utah)

07/11/2022

On this 11th day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Clegg, a member of Japheth, LLC, that executed the instrument, or the person who executed the instrument on behalf of said Japheth, LLC, and acknowledged to me that such Japheth, LLC, executed the same.

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

[seal]

ZION PAYTON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 720036
COMM. EXP. 08-24-2025

Notary Public for The UPS Store Highland
My Commission expires: 08-24-2025

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, a member of Riley Planning Services LLC, that executed the instrument, or the person who executed the instrument on behalf of Riley Planning Services LLC, and acknowledged to me that such Riley Planning Services LLC, executed the same.

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

[seal]

Notary Public for _____
My Commission expires: _____

07/11/2022

EXHIBIT A Subject Real Property Annexation Legal Description

Annexation Description for
Japeth LLC
October 10, 2021

A portion of Government Lot 4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Section corner common to Sections 13 and 24, T.2N., R.1W., B.M, and 18 and 19, T.2N., R.1E., B.M. from which the 1/4 corner common to said Sections 13 and 18 bears, North 00°12'36" West, 2650.42 feet; thence on the south boundary line of said Section 18, North 90°00'00" East, 882.70 feet to the southerly extension of the westerly boundary line of Trinity View Estates Subdivision as filed in Book 64 of Plats at Pages 6467 and 6468, records of Ada County, Idaho and the **REAL POINT OF BEGINNING**;

thence on said westerly boundary line and the southerly and westerly extension thereof the following eight (8) courses bearings and distances:

North 02°07'13" West, 111.23 feet;

North 04°30'00" West, 128.26 feet;

North 10°44'23" West, 129.54 feet;

North 24°09'41" West, 105.17 feet;

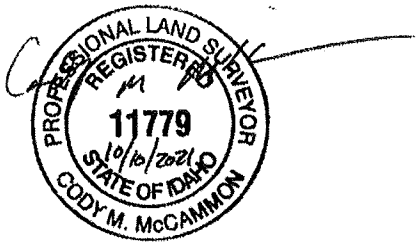
North 60°27'08" West, 121.73 feet;

North 71°10'07" West, 144.20 feet;

North 67°46'25" West, 132.20 feet;

South 89°47'24" West, 438.84 feet to the west boundary line of said Section 18;

thence on said west boundary line, North 00°12'36" West, 707.98 feet to the westerly extension of the north boundary line of said Trinity View Estates Subdivision;



thence South 89°57'01" East, 1,234.68 feet to the Northeast corner of said Trinity View Estates Subdivision;

thence on the east boundary line of said Trinity View Estates Subdivision and the southerly extension thereof, South 00°15'29" East, 1,324.14 feet to the south boundary line of said Section 18;

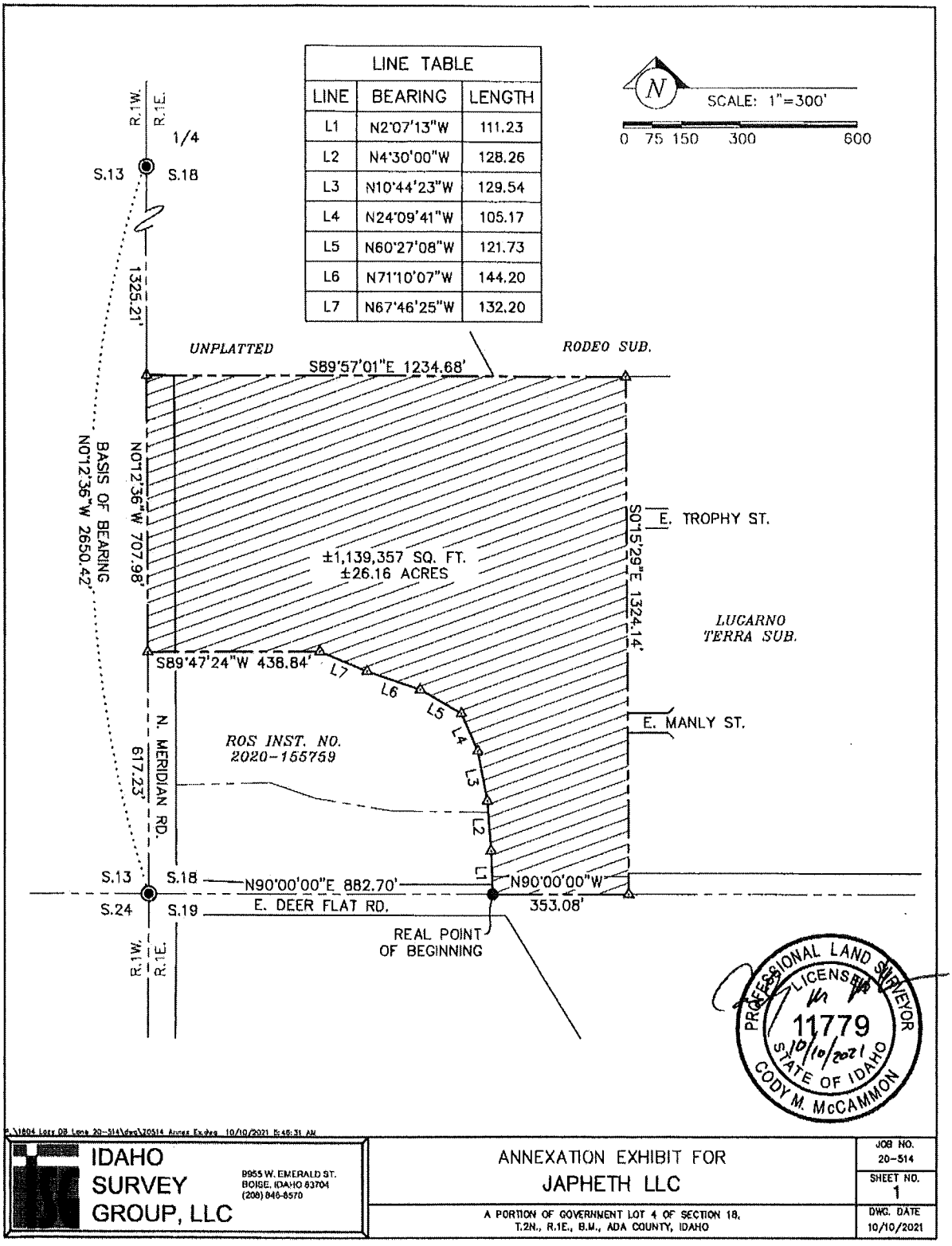
thence on said south boundary line, North 90°00'00" West, 353.08 feet to the **REAL POINT OF BEGINNING.**

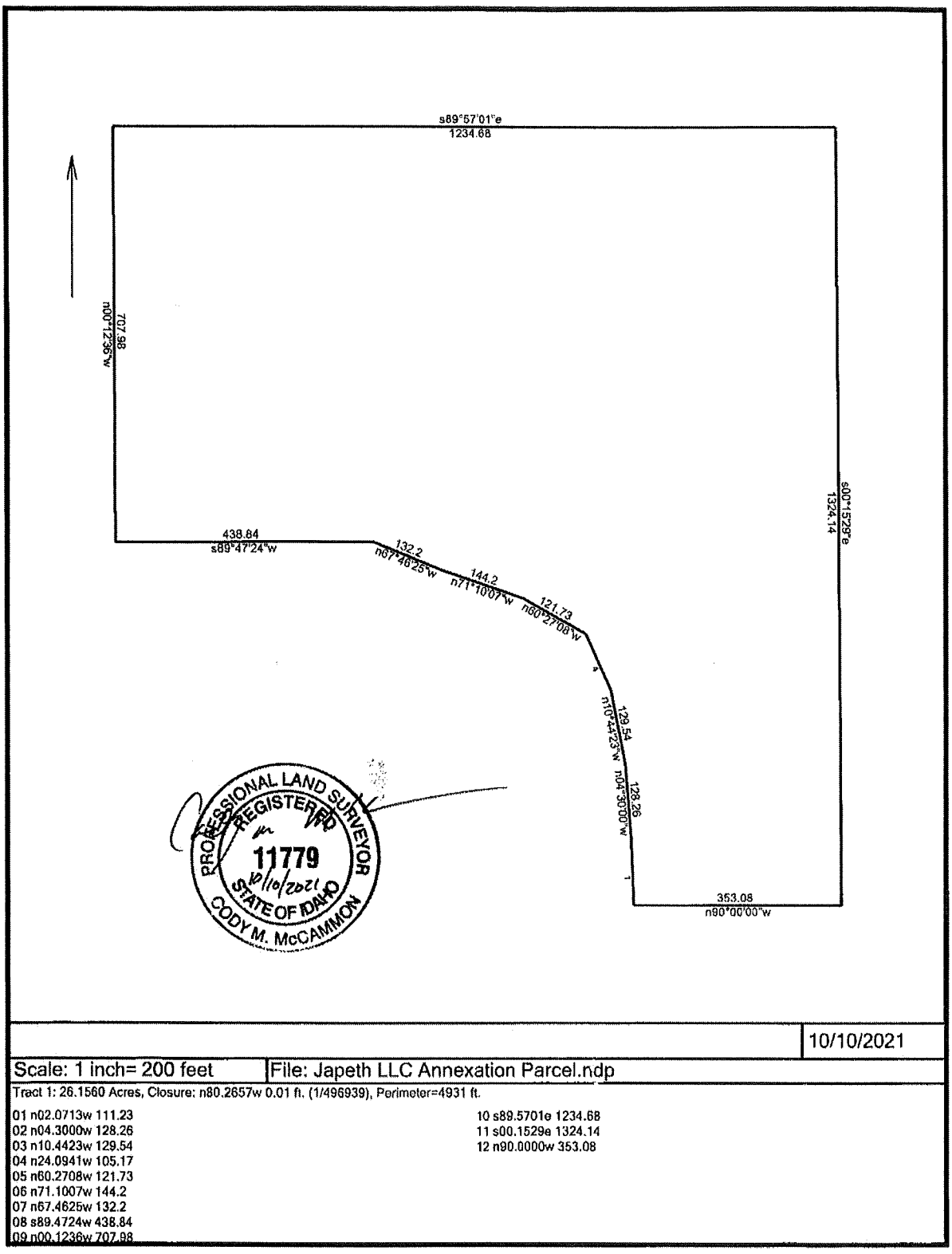
Containing 1,139,357 square feet or 26.16 acres, more or less.

End of Description.



07/11/2022


LINE TABLE
LINE | BEARING | LENGTH
L1 | N2°07'13"W | 111.23
L2 | N4°30'00"W | 128.26
L3 | N10°44'23"W | 129.54
L4 | N24°09'41"W | 105.17
L5 | N60°27'08"W | 121.73
L6 | N71°10'07"W | 144.20
L7 | N67°46'25"W | 132.20
N
SCALE: 1"=300'
0 75 150 300 600
R.1W.
R.1E.
1/4
S.13
S.18
1325.21'
UNPLATTED
RODEO SUB.
S89°57'01"E 1234.68'
BASIS OF BEARING
N0°12'36"W 2650.42'
N0°12'36"W 707.98'
S0°15'29"E 1324.14'
E. TROPHY ST.
±1,139,357 SQ. FT.
±26.16 ACRES
LUCARNO
TERRA SUB.
S89°47'24"W 438.84'
L7
L6
L5
L4
L3
L2
L1
E. MANLY ST.
ROS INST. NO.
2020-155759
N. MERIDIAN RD.
617.23'
S.13
S.18
N90°00'00"E 882.70'
N90°00'00"W
353.08'
S.24
S.19
E. DEER FLAT RD.
REAL POINT
OF BEGINNING
R.1W.
R.1E.
PROFESSIONAL LAND SURVEYOR
LICENSED
11779
10/10/2021
STATE OF IDAHO
CODY M. McCAMMON
IDAHO SURVEY GROUP, LLC
8955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
ANNEXATION EXHIBIT FOR
JAPHETH LLC
A PORTION OF GOVERNMENT LOT 4 OF SECTION 18,
T.2N., R.1E., B.M., ADA COUNTY, IDAHO
JOB NO.
20-514
SHEET NO.
1
DWG. DATE
10/10/2021



	10/10/2021
Scale: 1 inch= 200 feet	File: Japeth LLC Annexation Parcel.ndp

Tract 1: 26.1560 Acres, Closure: n80.2657w 0.01 ft. (1/496939), Perimeter=4931 ft.

01 n02.0713w 111.23
02 n04.3000w 128.26
03 n10.4423w 129.54
04 n24.0941w 105.17
05 n60.2708w 121.73
06 n71.1007w 144.2
07 n67.4625w 132.2
08 s89.4724w 438.84
09 n00.1236w 707.98
10 s89.5701e 1234.68
11 s00.1529e 1324.14
12 n90.0000w 353.08

07/11/2022

EXHIBIT B Subject Real Property Zone Change Legal Description

Description for
C-2 Zone
November 12, 2021

A portion of Government Lot 4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho more particularly described as follows:

BEGINNING at the Section corner common to Sections 13 and 24, T.2N., R.1W., B.M, and Sections 18 and 19, T.2N., R.1E., B.M. from which the 1/4 corner common to said Sections 13 and 18 bears, North 00°12'36" West, 2650.42 feet;

thence on the west boundary line of said Section 18, North 00°12'36" West, 617.23 feet to the westerly extension of the exterior boundary line of Trinity View Estates Subdivision as filed in Book 64 of Plats at Pages 6467 and 6468, records of Ada County, Idaho;

thence on said exterior boundary line and the westerly and southerly extension thereof the following eight (8) courses and distances:

North 89°47'24" East, 438.84 feet;

South 67°46'25" East, 132.20 feet;

South 71°10'07" East, 144.20 feet;

South 60°27'08" East, 121.73 feet;

South 24°09'41" East, 105.17 feet;

South 10°44'23" East, 129.54 feet;

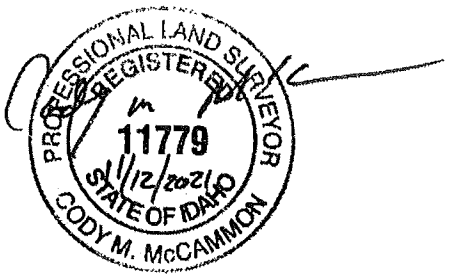
South 04°30'00" East, 128.26 feet;

South 02°07'13" East, 111.23 feet to the south boundary line of said Section 18;

thence on said south boundary line, North 90°00'00" West, 882.70 feet to the **REAL POINT OF BEGINNING**.

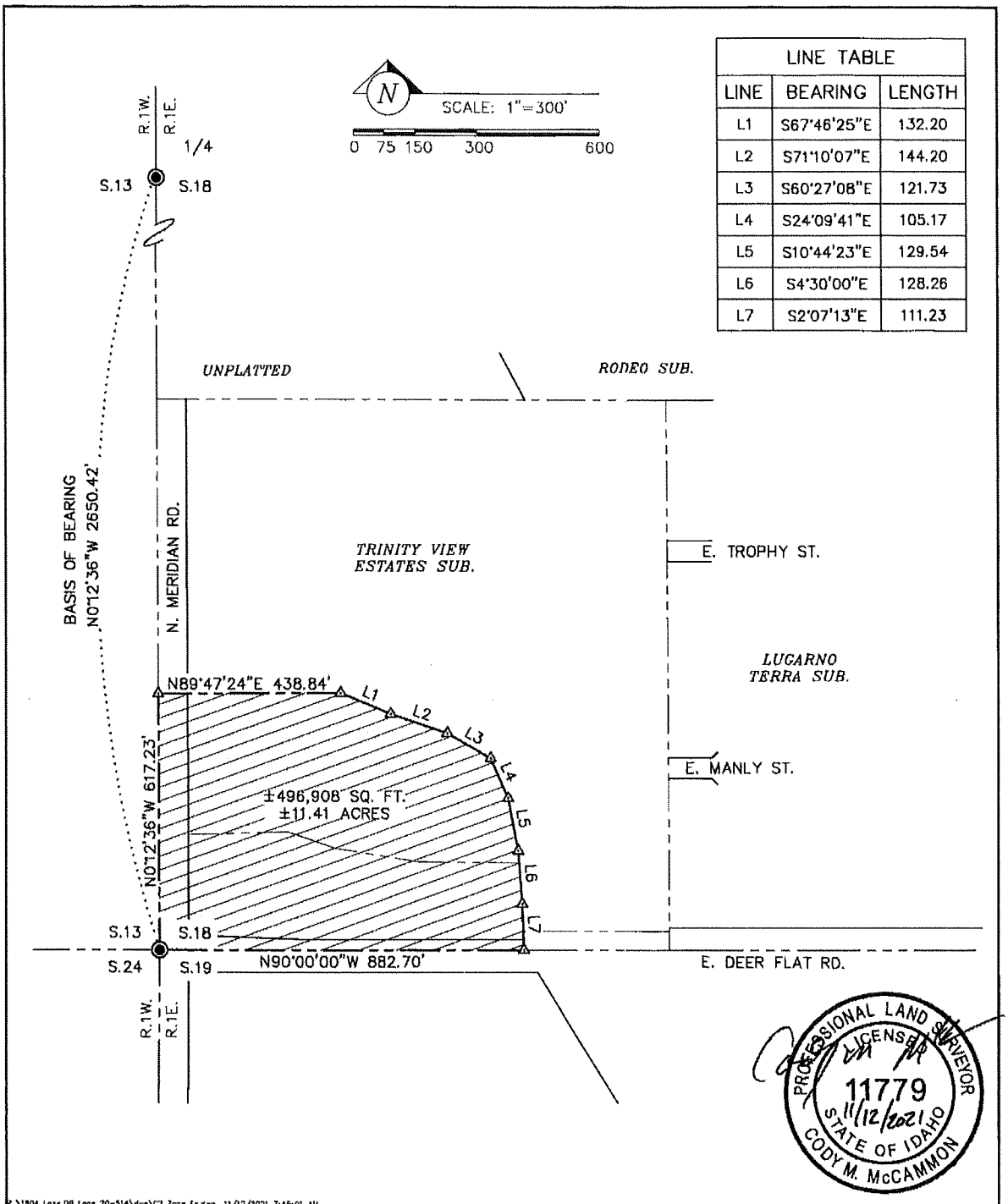
Containing 496,908 square feet or 11.41 acres, more or less.

End of Description.



Page 1 of 1

07/11/2022



LINE TABLE		
LINE	BEARING	LENGTH
L1	S67°46'25"E	132.20
L2	S71°10'07"E	144.20
L3	S60°27'08"E	121.73
L4	S24°09'41"E	105.17
L5	S10°44'23"E	129.54
L6	S4°30'00"E	128.26
L7	S2°07'13"E	111.23

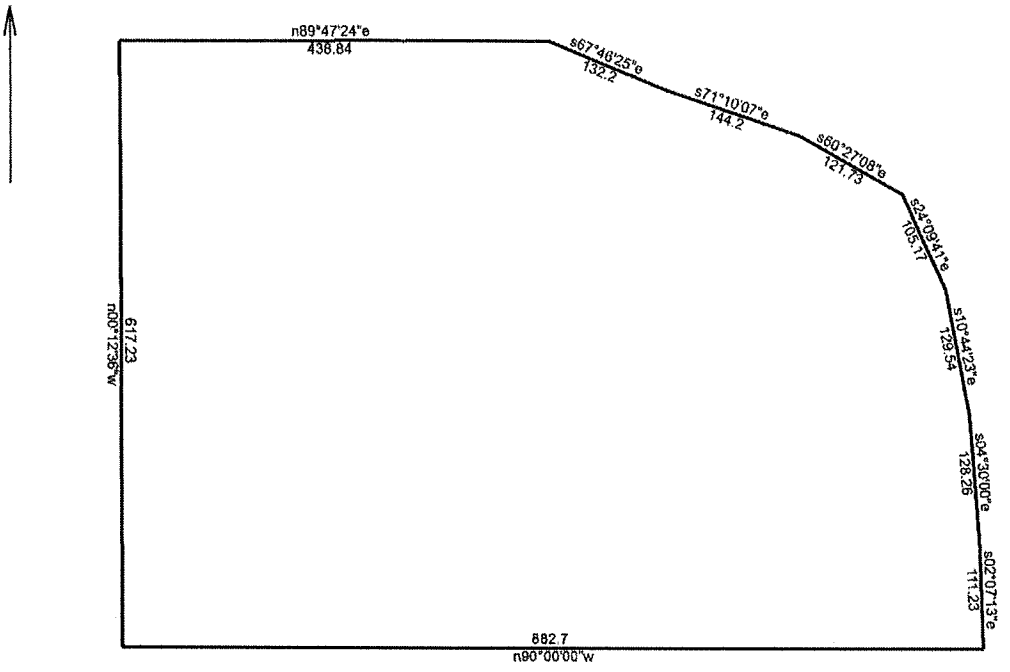
P:\1804 Lamp DD (ons 20-514\dwg\C2 Zone Ex.dwg 11/12/2021 7:45:01 AM

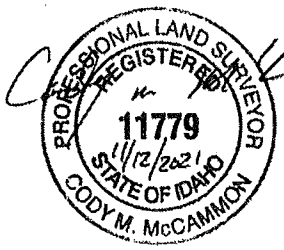
IDAHO SURVEY GROUP, LLC
8055 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 640-8570

EXHIBIT MAP FOR
C-2 ZONE
A PORTION OF GOVERNMENT LOT 4 OF SECTION 18, T.2N., R.1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO

JOB NO. 20-514
SHEET NO. 1
DWG. DATE 11/12/2021

07/11/2022





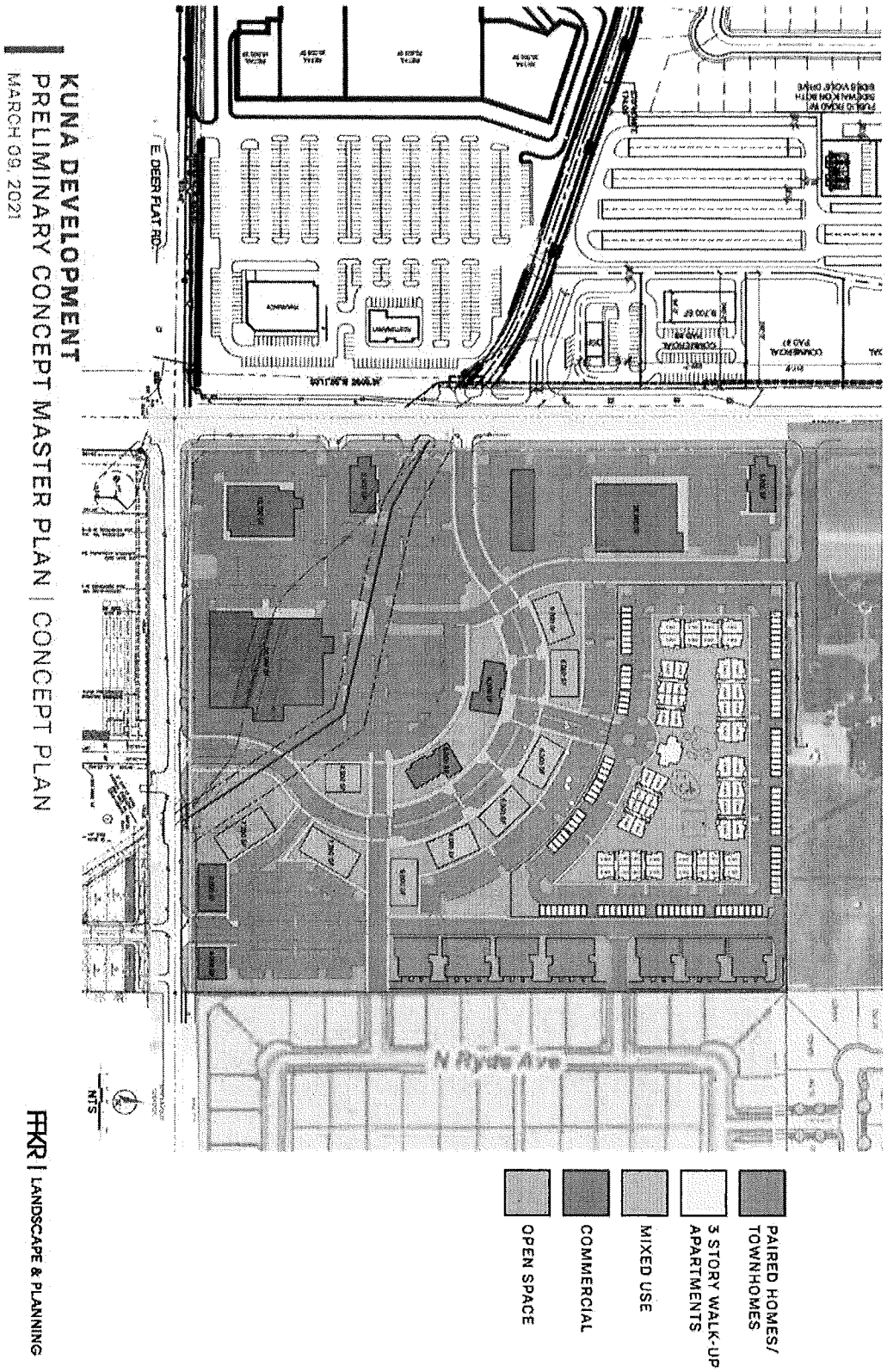
	11/12/2021
Scale: 1 inch= 150 feet	File: C-2 Zone.ndp

Tract 1: 11.4074 Acres, Closure: s37.2118e 0.01 ft. (1/475370), Perimeter=2811 ft.

01 e37.50 n129.69
02 n00.1236w 617.23
03 n89.4724e 438.84
04 s67.4625e 132.2
05 s71.1007e 144.2
06 s60.2708e 121.73
07 s24.0941e 105.17
08 s10.4423e 129.54
09 s04.3000e 128.26
10 s02.0713e 111.23
11 n90.0000w 882.7

07/11/2022

EXHIBIT C Concept Development Plan



MIXED USE HOUSING/RETAIL AND OFFICES
PAIRED HOMES/TOWNHOMES
3 STORY WALK-UP APARTMENTS
3 STORY WALK-UP APARTMENTS
NOTE: IMAGES ARE TAKEN FROM GOOGLE AND ARE REPRESENTATIVE ONLY AND ARE ONLY INCLUDED TO CONVEY FORM AND SIZE.
KUNA DEVELOPMENT
PRECEDENT IMAGERY
MARCH 09, 2021
FFKR | LANDSCAPE & PLANNING
2

PUBLIC PLAZA
RETAIL AND DRIVE-THRU'S
OUTDOOR DINING
FUEL STATION
STARBUCKS COFFEE
ONLY AND ARE ONLY INCLUDED TO CONVEY FORM AND SIZE.
KUNA DEVELOPMENT
PRECEDENT IMAGERY
MARCH 09, 2021
FFKR | LANDSCAPE & PLANNING
3

KUNA DEVELOPMENT

PRECEDENT IMAGERY

MARCH 09, 2021

DRIVE-THRU PHARMACY

WALMART NEIGHBORHOOD MARKET

FITNESS

FAST FOOD

NOTE: IMAGES ARE TAKEN FROM GOOGLE AND ARE REPRESENTATIVE ONLY AND ARE ONLY INCLUDED TO CONVEY FORM AND SIZE.

FFKR | LANDSCAPE & PLANNING

4

07/11/2022

EXHIBIT D House Bill 389

LEGISLATURE OF THE STATE OF IDAHO
Sixty-sixth Legislature First Regular Session - 2021

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 389

BY WAYS AND MEANS COMMITTEE

AN ACT

RELATING TO TAXATION; AMENDING SECTION 63-602G, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE HOMEOWNER EXEMPTION; AMENDING SECTION 63-301A, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE NEW CONSTRUCTION ROLL; AMENDING SECTION 63-602W, IDAHO CODE, TO REVISE PROVISIONS REGARDING CERTAIN BUSINESS PROPERTY TAX EXEMPTIONS; AMENDING SECTION 63-705, IDAHO CODE, TO REVISE PROVISIONS REGARDING PROPERTY TAX REDUCTION INCOME LIMITATIONS AND BENEFIT AMOUNTS AND TO ESTABLISH PROVISIONS FOR REFERRAL OF CERTAIN APPLICANTS TO THE PROPERTY TAX DEFERRAL PROGRAM; AMENDING SECTION 63-705A, IDAHO CODE, TO REVISE PROVISIONS REGARDING TAX REDUCTIONS FOR CERTAIN DISABLED VETERANS; AMENDING SECTION 63-715, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE PROPERTY TAX DEFERRAL PROGRAM; AMENDING SECTION 63-802, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE LIMITATION ON TAXING DISTRICT BUDGET REQUESTS; AMENDING SECTION 63-313, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE TAXATION OF TRANSIENT PERSONAL PROPERTY; AMENDING SECTION 63-602KK, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE TAXATION OF PERSONAL PROPERTY; AMENDING SECTION 63-803, IDAHO CODE, TO REVISE A DEFINITION AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 63-3638, IDAHO CODE, TO REVISE PROVISIONS REGARDING PERSONAL PROPERTY TAX REPLACEMENT MONEYS; PROVIDING SEVERABILITY; AND DECLARING AN EMERGENCY, PROVIDING RETROACTIVE APPLICATION, AND PROVIDING EFFECTIVE DATES.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 63-602G, Idaho Code, be, and the same is hereby amended to read as follows:

63-602G. PROPERTY EXEMPT FROM TAXATION -- HOMESTEAD. (1) For each tax year, the first one hundred twenty-five thousand dollars ($~~100~~25,000) of the market value for assessment purposes of the homestead as that term is defined in section 63-701, Idaho Code, or fifty percent (50%) of the market value for assessment purposes of the homestead as that term is defined in section 63-701, Idaho Code, whichever is the lesser, shall be exempt from property taxation.

(2) The exemption allowed by this section may be granted only if:

(a) The homestead is owner-occupied and used as the primary dwelling place of the owner. The homestead may consist of part of a multidwelling or multipurpose building and shall include all of such dwelling or building except any portion used exclusively for anything other than the primary dwelling of the owner. The presence of an office in a homestead, which office is used for multiple purposes, including business and personal use, shall not prevent the owner from claiming the exemption provided in this section; and

(b) The state tax commission has certified to the board of county commissioners that all properties in the county which are subject to appraisal by the county assessor have, in fact, been appraised uniformly so as to secure a just valuation for all property within the county; and

(c) The owner has certified to the county assessor that:

(i) He is making application for the exemption allowed by this section;

(ii) The homestead is his primary dwelling place; and

(iii) He has not made application in any other county for the exemption, and has not made application for the exemption on any other homestead in the county.

(d) For the purpose of this section, the definition of "owner" shall be the same definition set forth in section 63-701(7), Idaho Code.

When an "owner," pursuant to the provisions of section 63-701(7), Idaho Code, is any person who is the beneficiary of a revocable or irrevocable trust, or who is a partner of a limited partnership, a member of a limited liability company, or shareholder of a corporation, he or she may provide proof of the trust, limited partnership, limited liability company, or corporation in the manner set forth in section 63-703(4), Idaho Code.

(e) Any owner may request in writing the return of all copies of any documents submitted with the affidavit set forth in section 63-703(4), Idaho Code, that are held by a county assessor, and the copies shall be returned by the county assessor upon submission of the affidavit in proper form.

(f) For the purpose of this section, the definition of "primary dwelling place" shall be the same definition set forth in section 63-701(8), Idaho Code.

(g) For the purpose of this section, the definition of "occupied" shall be the same definition set forth in section 63-701(6), Idaho Code.

(3) An owner need only make application for the exemption described in subsection (1) of this section once, as long as all of the following conditions are met:

(a) The owner has received the exemption during the previous year as a result of his making a valid application as set forth in subsection (2)(c) of this section.

(b) The owner or beneficiary, partner, member or shareholder, as appropriate, still occupies the same homestead for which the owner made application.

(c) The homestead described in paragraph (b) of this subsection is owner-occupied or occupied by a beneficiary, partner, member or shareholder, as appropriate, and used as the primary dwelling place of the owner or beneficiary, partner, member or shareholder, as appropriate.

(4) The exemption allowed by this section shall be effective upon the date of the application and must be taken before the reduction in taxes provided by sections 63-701 through 63-710, Idaho Code, is applied.

(5) Recovery of property tax exemptions allowed by this section but improperly claimed or approved:

(a) Upon discovery of evidence, facts or circumstances indicating any exemption allowed by this section was improperly claimed or approved,

the county assessor shall decide whether the exemption claimed should have been allowed and, if not, notify the taxpayer in writing, assess a recovery of property tax and notify the county treasurer of this assessment. If the county assessor determined that an exemption was improperly approved as a result of county error, the county assessor shall present the discovered evidence, facts or circumstances from the improperly approved exemption to the board of county commissioners, at which time the board may waive a recovery of the property tax and notify such taxpayer in writing.

(b) When information indicating that an improper claim for the exemption allowed by this section is discovered by the state tax commission, the state tax commission may disclose this information to the appropriate county assessor, board of county commissioners and county treasurer. Information disclosed to county officials by the state tax commission under this subsection may be used to decide the validity of any entitlement to the exemption provided in this section and is not otherwise subject to public disclosure pursuant to chapter 1, title 74, Idaho Code.

(c) The assessment and collection of the recovery of property tax must begin within the seven (7) year period beginning the date the assessment notice reflecting the improperly claimed or approved exemption was required to be mailed to the taxpayer.

(d) The taxpayer may appeal to the county board of equalization the decision by the county assessor to assess the recovery of property tax within thirty (30) days of the date the county assessor sent the notice to the taxpayer pursuant to this section. The board may waive the collection of all or part of any costs, late charges, and interest in order to facilitate the collection of the recovery of the property tax.

(e) For purposes of calculating the tax, the amount of the recovered property tax shall be for each year the exemption allowed by this section was improperly claimed or approved, up to a maximum of seven (7) years. The amount of the recovery of property tax shall be calculated using the product of the amount of exempted value for each year multiplied by the levy for that year plus costs, late charges and interest for each year at the rates equal to those provided for delinquent property taxes during that year.

(f) Any recovery of property tax shall be due and payable no later than the date provided for property taxes in section 63-903, Idaho Code, and if not timely paid, late charges and interest, beginning the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section, shall be calculated at the current rate provided for property taxes.

(g) Recovered property taxes shall be billed, collected and distributed in the same manner as property taxes, except each taxing district or unit shall be notified of the amount of any recovered property taxes included in any distribution.

(h) Thirty (30) days after the taxpayer is notified, as provided in paragraph (a) of this subsection, the assessor shall record a notice of intent to attach a lien. Upon the payment in full of such recovered property taxes prior to the attachment of the lien as provided in

paragraph (i) of this subsection, or upon the successful appeal by the taxpayer, the county assessor shall record a rescission of the intent to attach a lien within seven (7) business days of receiving such payment or within seven (7) business days of the county board of equalization decision granting the appeal. If the real property is sold to a bona fide purchaser for value prior to the recording of the notice of the intent to attach a lien, the county assessor and treasurer shall cease the recovery of such unpaid recovered property tax.

(i) Any unpaid recovered property taxes shall become a lien upon the real property in the same manner as provided for property taxes in section 63-206, Idaho Code, except such lien shall attach as of the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section.

(j) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this subsection as recovery of property tax shall be treated as property tax revenue.

(6) The legislature declares that this exemption is necessary and just.

(7) A homestead, having previously qualified for exemption under this section in the preceding year, shall not lose such qualification due to: the owner's, beneficiary's, partner's, member's or shareholder's absence in the current year by reason of active military service, or because the homestead has been leased because the owner, beneficiary, partner, member or shareholder is absent in the current year by reason of active military service. An owner subject to the provisions of this subsection must apply for the exemption with the county assessor every year on or before a deadline date as specified by the county assessor for the county in which the homestead is claimed. If an owner fails to apply on or before the established deadline, the county may, at its discretion, discontinue the exemption for that year.

(8) A homestead, having previously qualified for exemption under this section in the preceding year, shall not lose such qualification due to the owner's, beneficiary's, partner's, member's or shareholder's death during the year of the owner's, beneficiary's, partner's, member's or shareholder's death and the tax year immediately following such death provided that the homestead continues to be a part of the owner's, beneficiary's, partner's, member's or shareholder's estate. After such time, the new owner shall reapply to receive the exemption pursuant to this section and shall meet the qualification criteria contained in this section.

(9) The amount by which each exemption approved under this section exceeds one hundred thousand dollars ($100,000) may, in the discretion of the governing board of a taxing district, be deducted from the new construction roll for the following year prepared by the county assessor in accordance with section 63-301A, Idaho Code, but only to the extent that the amount exceeds the same deduction made in the previous year.

SECTION 2. That Section 63-301A, Idaho Code, be, and the same is hereby amended to read as follows:

63-301A. NEW CONSTRUCTION ROLL. (1) The county assessor shall prepare a new construction roll, which shall be in addition to the property roll, which new construction roll shall show:

(a) The name of the taxpayer;

(b) The description of the new construction, suitably detailed to meet the requirements of the individual county;

(c) A description of the land and its change in use, suitably detailed to meet the needs of the individual county;

(d) The amount of taxable market value added to the property on the current year's property roll that is directly the result of new construction ~~or~~, including a change in use of the land ~~or both~~ associated with the new construction;

(e) The amount of taxable market value added as provided in subsection (3)(g) of this section as a result of dissolution of any revenue allocation area;

(f) The amount of taxable market value to be deducted to reflect the adjustments required in this paragraph~~s (f)(i), (f)(ii), (f)(iii) and (f)(iv) of this subsection~~:

(i) Any board of tax appeals or court-ordered value change, if property has a taxable value lower than that shown on any new construction roll in any one (1) of the immediate five (5) tax years preceding the current tax year;

(ii) Any reduction in value resulting from correction of value improperly included on any previous new construction roll as a result of double or otherwise erroneous assessment;

(iii) Any reduction in value, in any one (1) of the immediate five (5) tax years preceding the current tax year, resulting from a change of land use classification;

(iv) Any reduction in value resulting from the exemption provided in section 63-602W(4), Idaho Code, in any one (1) of the immediate five (5) tax years preceding the current tax year; and

(v) Any voluntary reduction in value reflecting a portion of certain homestead exemptions as provided in section 63-602G(9), Idaho Code.

(2) As soon as possible, but in any event by no later than the first Monday in June, the new construction roll shall be certified to the county auditor and a listing showing the amount of value on the new construction roll in each taxing district or unit be forwarded to the state tax commission on or before the fourth Monday in July. Provided however, the value shown in subsection (3)(f) of this section shall be reported to the appropriate county auditor by the state tax commission by the third Monday in July and the value sent by the county auditor to each taxing district. The value established pursuant to subsection (3)(f) of this section is subject to correction by the state tax commission until the first Monday in September and any such corrections shall be sent to the appropriate county auditor, who shall notify any affected taxing districts.

(3) Except as otherwise provided in this subsection, t~~T~~he value shown on the new construction roll shall include ninety percent (90%) of the taxable market value increase from:

(a) Construction of any new structure that previously did not exist; or

(b) Additions or alterations to existing nonresidential structures; or

(c) Installation of new or used manufactured housing that did not previously exist within the county; or

(d) Change of land use classification associated with the new structure; or
(e) Property newly taxable as a result of loss of the exemption provided by section 63-602W(3) or (4), Idaho Code; or
(f) The construction of any improvement or installation of any equipment used for or in conjunction with the generation of electricity and the addition of any improvement or equipment intended to be so used, except property that has a value allocated or apportioned pursuant to section 63-405, Idaho Code, or that is owned by a cooperative or municipality as those terms are defined in section 61-332A, Idaho Code, or that is owned by a public utility as that term is defined in section 61-332A, Idaho Code, owning any other property that is allocated or apportioned. No replacement equipment or improvements may be included; or
(g) Provided such increases do not include increases already reported on the new construction roll as permitted in paragraphs (j) and (k) of this subsection, increases in value over the base value of property on the base assessment roll within an urban renewal revenue allocation area that has been terminated pursuant to section 50-2909(4), Idaho Code, to the extent that this increment exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, ~~the entire~~ eighty percent (80%) of the increment value. Notwithstanding other provisions of this section, the new construction roll shall not include new construction located within an urban renewal district's revenue allocation area, except as provided in this paragraph; or
(h) New construction, in any one (1) of the immediate five (5) tax years preceding the current tax year, allowable but never included on a new construction roll, provided however, that, for such property, the value on the new construction roll shall reflect the taxable value that would have been included on the new construction roll for the first year in which the property should have been included.
(i) Formerly exempt improvements on state college or state university-owned land for student dining, housing, or other education-related purposes approved by the state board of education and board of regents of the university of Idaho as proper for the operation of such state college or university provided however, such improvements were never included on any previous new construction roll.
(j) Increases in base value when due to previously determined increment value added to the base value as required in sections 50-2903 and 50-2903A, Idaho Code, due to a modification of the urban renewal plan. In this case, the amount added to the new construction roll will equal eighty percent (80%) of the amount by which the increment value in the year immediately preceding the year in which the base value adjustment described in this subsection occurs exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, the entire increment value.
(k) Increases in base value when due to previously determined increment value added to the base value as a result of a de-annexation within a revenue allocation area as defined in section 50-2903, Idaho Code. In this case, the amount added to the new construction roll will equal

eighty percent (80%) of the amount by which the increment value in the year immediately preceding the year in which the de-annexation described in this subsection occurs exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, the entire increment value within the area subject to the de-annexation.

(4) The amount of taxable market value of new construction shall be the change in net taxable market value that is attributable directly to the new construction ~~or~~, a change in use of the land upon completion of the new construction, or loss of the exemption provided by section 63-602W(3) or (4), Idaho Code. It shall not include any change in value of existing property that is due to external market forces such as general or localized inflation, except as provided in subsection (3)(g) of this section.

(5) The amount of taxable market value of new construction shall not include any new construction of property that has been granted a provisional property tax exemption, pursuant to section 63-1305C, Idaho Code. A property owner may apply to the board of county commissioners, if an application is required pursuant to section 63-602, Idaho Code, for an exemption from property tax at the time the initial building permits are applied for or at the time construction of the property has begun, whichever is earlier, or at any time thereafter.

(6) The amount of taxable market value of new construction shall not include any new construction of property for which an exemption from sales and use tax has been granted pursuant to section 63-3622VV, Idaho Code.

SECTION 3. That Section 63-602W, Idaho Code, be, and the same is hereby amended to read as follows:

63-602W. BUSINESS INVENTORY EXEMPT FROM TAXATION -- BUSINESS INVENTORY THAT IS A COMPONENT OF REAL PROPERTY THAT IS A SINGLE FAMILY DWELLING. The following property is exempt from property taxation: business inventory. For the purpose of this section, "business inventory" means all items of tangible personal property or other property, including site improvements, described as:

(1) All livestock, fur-bearing animals, fish, fowl and bees.

(2) All nursery stock, stock-in-trade, merchandise, products, finished or partly finished goods, raw materials, and all forest products subject to the provisions of chapter 17, title 63, Idaho Code, supplies, containers and other personal property that is held for sale or consumption in the ordinary course of the taxpayer's manufacturing, farming, wholesale jobbing, or merchandising business.

(3) Residential improvements never occupied. Once residential improvements are occupied as defined in section 63-317, Idaho Code, they shall be subject to the tax provided by section 63-317, Idaho Code. The provisions of section 63-602Y, Idaho Code, shall not apply to the exemption provided by this subsection. The exemption provided by this subsection applies only to improvements to real property, and only until first occupied. For purposes of this section, the term "residential improvements" means only:

(a) Single family residences; or

(b) Residential townhouses; or

(c) Residential condominium units.

The nonresidential portion of an improvement to real property that is used or is to be used for residential and nonresidential purposes does not qualify for the exemption provided by this section. If an improvement contains multiple residential units, each such unit shall lose the exemption provided in this section when it becomes occupied.

(4) Site improvements that are associated with land, such as roads and utilities, on real property held by the land developer, either as owner or vendee in possession under a land sale contract, for sale or consumption in the ordinary course of the land developer's business until other improvements, such as buildings or structural components of buildings, are ~~begun~~ completed or the real property is conveyed to a third party. For purposes of this subsection, a transfer of title to real property to a legal entity of which at least fifty percent (50%) is owned by the land developer, the land developer's original entity or the same principals who owned the land developer's original entity shall not be considered a conveyance to a third party. For purposes of this subsection, the amount of the exemption shall be the difference between the market value of the land with site improvements and the market value of the land without site improvements as shall be determined by a comparative market analysis of a similarly situated parcel or parcels of real property that have not been improved with such site improvements contemplated by this subsection. In the case the market value of land without site improvements cannot be reasonably assessed because of the absence of comparable sales, an exemption value of seventy-five percent (75%) of the market value of land with site improvements shall be granted to that parcel. An application is required for the exemption provided in this subsection in the first year the exemption is claimed; in subsequent consecutive years no new application is required. The application must be made to the board of county commissioners by April 15 and the taxpayer and county assessor must be notified of any decision and assessment of property by May 15. The decision or assessment of property, or both, of the board of county commissioners may be appealed to the county board of equalization no later than the fourth Monday in June. The applicant shall notify the board of county commissioners in writing of any change in eligibility for the parcel by April 15.

SECTION 4. That Section 63-705, Idaho Code, be, and the same is hereby amended to read as follows:

63-705. PUBLICATION OF CHANGES IN INCOME LIMITATIONS AND PROPERTY TAX OR OCCUPANCY TAX REDUCTION AMOUNTS.

(1) (a) The state tax commission shall publish adjustments to the income limitations, which shall be the greater of:

~~(a) an~~ (i) An individual's income as defined in section 63-701, Idaho Code, of not more than ~~twenty-eight~~ thirty-one thousand nine hundred dollars ($~~28,0~~31,900) per household for tax year ~~2006~~ 2021 and each tax year thereafter; or

~~(b) one~~ (ii) One hundred eighty-five percent (185%) of the federal poverty guidelines for a household of two (2) for tax year ~~2006~~ 2021 and each tax year thereafter.

(b) On and after January 1, 2022, if the current year's assessed value of the home owned by the individual, according to the current year's assessment notice, exceeds one hundred twenty-five percent (125%) of

the median assessed valuation for all homes in the county receiving the homestead exemption pursuant to section 63-602G, Idaho Code, then the individual will instead be referred to the property tax deferral program set forth in sections 63-712 through 63-721, Idaho Code. Using the current year's assessed values, each county shall report the median assessed value of all properties receiving the homestead exemption in such county as of that date to the state tax commission no later than the first Monday in June. Provided, however, the provisions of this paragraph do not apply to a veteran with either a service-connected disability of one hundred percent (100%) or a disability rating based on individual unemployability rating that is compensated at the one hundred percent (100%) disability rate, as certified by the United States department of veterans affairs.

(c) The lowest income limitation shall allow a maximum reduction of one thousand ~~three hundred twenty~~ five hundred dollars ($1,~~320~~500) in tax year ~~2006~~ 2021 and thereafter, or actual property taxes or occupancy taxes, as applicable, whichever is less. Each income limitation and reduction amount shall be prorated based on the basic maximum reduction, in practicable increments so that the highest income limitation will provide for a reduction of ~~one~~ two hundred fifty dollars ($~~1~~250), or actual property taxes, whichever is less.

(2) The tax commission shall publish the adjustments required by this section each and every year the secretary of health and human services announces cost-of-living modifications, pursuant to 42 U.S.C. 415(i). The adjustments shall be published no later than October 1 of each such year and shall be effective for claims filed in and for the following property tax year.

(3) The publication of adjustments under this section shall be exempt from the provisions of chapter 52, title 67, Idaho Code, but shall be provided to each county and to members of the public upon request and without charge.

SECTION 5. That Section 63-705A, Idaho Code, be, and the same is hereby amended to read as follows:

63-705A. SPECIAL PROPERTY TAX OR OCCUPANCY TAX REDUCTION FOR DISABLED VETERANS. (1) For tax year 202~~0~~1 and thereafter, regardless of any reduction received under section 63-705, Idaho Code, a veteran with a service-connected disability of one hundred percent (100%) or a disability rating based on individual unemployability rating that is compensated at the one hundred percent (100%) disability rate, as certified by the United States department of veterans affairs, shall receive a special reduction in property taxes or occupancy taxes levied on his homestead, as defined in section 63-701, Idaho Code. The special tax reduction shall be in the amount of one thousand ~~three~~ five hundred ~~twenty~~ dollars ($1,~~320~~500) or for the amount of the veteran's actual property taxes or occupancy taxes, as applicable, whichever is less. If a veteran qualifies for tax reduction under both this section and section 63-705, Idaho Code, the combined tax reduction amount may not exceed the actual amount of the veteran's property taxes or occupancy taxes on his homestead.

(2) An applicant for a special property tax or occupancy tax reduction under this section shall comply with all procedural requirements set forth in sections 63-701 through 63-710, Idaho Code, with the exception of any income documentation.

(3) In the event that a qualified veteran applies for the special tax reduction in this section but then dies, the veteran's surviving spouse is entitled to receive the special tax reduction in that year and subsequent years, until such time as the surviving spouse remarries, dies, or no longer has property tax levied on the homestead.

SECTION 6. That Section 63-715, Idaho Code, be, and the same is hereby amended to read as follows:

63-715. PROCEDURES -- APPEALS. Elections for deferral of payment of property tax shall be subject to the provisions of section 63-706, Idaho Code, and shall be included on the property tax reduction roll and processed and reviewed as provided in section 63-707, Idaho Code, for claims for property tax relief, except that an application for deferral must be submitted to the state tax commission by no later than the first Monday in September.

SECTION 7. That Section 63-802, Idaho Code, be, and the same is hereby amended to read as follows:

63-802. LIMITATION ON BUDGET REQUESTS -- LIMITATION ON TAX CHARGES -- EXCEPTIONS. (1) Except as otherwise provided in ~~subsections (3) and (4) of~~ this section, no taxing district shall certify a budget request for an amount of property tax revenues to finance an annual budget that exceeds the ~~greater of paragraphs (a) through (k) of this subsection, inclusive~~ maximum sum permitted under this section:

(a) (i) The highest dollar amount of property taxes certified for its annual budget for any one (1) of the three (3) tax years preceding the current tax year, ~~whichever is greater, for the past tax year,~~ which amount may be increased by a growth factor of not to exceed three percent (3%) plus the amount of revenue calculated as described in this subsection. ~~Multiply the levy of the previous year, not including any levy described in subsection (4) of this section, or any school district levy reduction resulting from a distribution of state funds pursuant to section 63-3638(11) or (13), Idaho Code,~~ The taxing district shall determine what portion of the three percent (3%) increase permitted under this subparagraph that it requires and then calculate a preliminary levy rate based on the percent chosen. In calculating the preliminary levy rate, the most current taxable market value shall be used, except that for taxable market values of centrally assessed operating property, the prior year's valuation may be used instead of the current year's taxable market values. The preliminary levy rate shall be multiplied by the value shown on the new construction roll compiled pursuant to section 63-301A, Idaho Code~~.~~, and by ninety percent (90%) of the value of annexation during the previous calendar year, as certified by the state tax commission for taxable market values of operating property of public utilities and by the

county assessor; except for a fire protection district annexing property prior to July 1, 2021, pursuant to section 31-1429, Idaho Code, the new levy rate shall be multiplied by one hundred percent (100%) of the value of any such property annexed prior to July 1, 2021.

(ii) The total budget increase calculated under this paragraph must not exceed eight percent (8%), except that any distribution of funds to a taxing district as a result of the termination of a revenue allocation area of an urban renewal district pursuant to section 50-2909(4), Idaho Code, shall not be subject to such limitation.

(iii) Following the first year in which a fire protection district has annexed city property pursuant to section 31-1429, Idaho Code, the city shall subtract an amount equal to the moneys spent on fire protection services during the last full year the city provided fire protection services to its residents from its budget limitation under this section.

(b) If the taxing district has not imposed a levy for three (3) or more years, the highest dollar amount of property taxes certified for its annual budget for the purpose of paragraph (a)(i) of this subsection shall be t~~T~~he dollar amount of property taxes certified for its annual budget during the last year in which a levy was made~~,~~.

(c) The dollar amount of the actual budget request~~,~~ may be substituted for the amount in paragraph (a) of this subsection if the taxing district is newly created, except as may be provided in paragraph (i) of this subsection~~,~~.

(d) ~~In the case of school districts, the restriction~~ This section does not apply to school district levies imposed in section 33-802, Idaho Code~~,~~.

(e)(i) In the case of a nonschool district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the forgone increase by certifying, in addition to any increase otherwise allowed, ~~an amount not to exceed one hundred percent (100%)~~ any or all of the increase originally forgone. Provided however, that prior to budgeting any forgone increase, the district must provide notice of its intent to do so, hold a public hearing, which may be in conjunction with its annual budget hearing, and certify by resolution the amount of forgone increase to be budgeted and the specific purpose for which the forgone increase is being budgeted. Upon adoption of the resolution, the clerk of the district shall file a copy of the resolution with the county clerk and the state tax commission. Said additional amount shall be included in future calculations for increases as allowed~~,~~, except as provided in subparagraph (iii) of this paragraph.

(ii) If the forgone increase is budgeted for the purpose of maintenance and operations, the rate of recovering the reserved forgone moneys may increase the taxing district's budget by no more than one percent (1%) per year. Provided, however, this cap shall

not apply to a taxing district that budgets its reserved forgone moneys for the purpose of maintenance and operations as long as it does not budget, or reserve as forgone, any portion of the three percent (3%) increase otherwise allowed and does not budget any new construction or annexation increases.

(iii) If the forgone increase is budgeted for a capital project or projects, the rate of recovering the reserved forgone moneys may not exceed three percent (3%) of the taxing district's budget for the year in which the forgone increase is budgeted. Forgone moneys budgeted for a capital project must be deducted from the taxing district's forgone balance in the year in which it is budgeted. Upon completion of such a capital project, the taxing district shall certify such completion to the state tax commission and county clerk. If, upon certification, the state tax commission finds that the taxing district included forgone moneys for a capital project in calculating the increase permitted under paragraph (a) of this subsection, the state tax commission shall direct the taxing district to reduce its property tax budget for any year in which the forgone moneys were used to calculate a budget increase, in an amount equal to the forgone moneys budgeted plus any increases attributed to the forgone moneys improperly included in the taxing district's property tax budget. For the purpose of this paragraph, a capital project includes:

1. The construction, expansion, renovation, or replacement of public facilities, including the acquisition of land and other site improvements;

2. The construction, expansion, or reconstruction of public works improvements, including roads, bridges, water systems, sewer systems, and broadband systems; and

3. The purchase of equipment with a useful life of ten (10) years or more.

(f) If a taxing district elects to budget less than the maximum allowable increase in the dollar amount of property taxes, the taxing district may reserve the right to recover all or any portion of that year's forgone increase in a subsequent year by adoption of a resolution specifying the dollar amount of property taxes being reserved. Otherwise, that year's forgone increase may not be recovered under paragraph (e) of this subsection. The district must provide notice of its intent to do so and hold a public hearing, which may be in conjunction with its annual budget hearing if applicable. The resolution to reserve the right to recover the forgone increase for that year shall be adopted at the annual budget hearing of the taxing district if the district has a budget hearing requirement~~.~~.

(g) In the case of cities, if the immediately preceding year's levy subject to the limitation provided by this section is less than 0.004, the city may increase its budget by an amount not to exceed the difference between 0.004 and actual prior year's levy multiplied by the prior year's market value for assessment purposes. The additional amount must be approved by sixty percent (60%) of the voters voting on the question at an election called for that purpose and held on the date in May or

November provided by law and may be included in the annual budget of the city for purposes of this section~~;~~.

(h) A taxing district may submit to the electors within the district the question of whether the budget from property tax revenues may be increased beyond the amount authorized in this section, but not beyond the levy authorized by statute. The additional amount must be approved by sixty-six and two-thirds percent (66 2/3%) or more of the voters voting on the question at an election called for that purpose and held on the May or November dates provided by section 34-106, Idaho Code. If approved by the required minimum sixty-six and two-thirds percent (66 2/3%) of the voters voting at the election, the new budget amount shall be the base budget for the purposes of this section~~;~~.

(i) When a nonschool district consolidates with another nonschool district or dissolves and a new district performing similar governmental functions as the dissolved district forms with the same boundaries within three (3) years, the maximum amount of a budget of the district from property tax revenues shall not be greater than the sum of the amounts that would have been authorized by this section for the district itself or for the districts that were consolidated or dissolved and incorporated into a new district~~;~~.

(j) ~~In the instance or case of cooperative service agencies, the restrictions imposed in sections 33-315 through 33-318, Idaho Code,~~ This section does not apply to cooperative service agency levies imposed in sections 33-317 and 33-317A, Idaho Code.

(k) The amount of money received in the twelve (12) months immediately preceding June 30 of the current tax year as a result of distributions of the tax provided in section 63-3502B(2), Idaho Code.

(2) In the case of fire districts, during the year immediately following the election of a public utility or public utilities to consent to be provided fire protection pursuant to section 31-1425, Idaho Code, the maximum amount of property tax revenues permitted in subsection (1) of this section may be increased by an amount equal to the current year's taxable value of the consenting public utility or public utilities multiplied by that portion of the prior year's levy subject to the limitation provided by subsection (1) of this section.

(3) No board of county commissioners shall set a levy, nor shall the state tax commission approve a levy for annual budget purposes, which exceeds the limitation imposed in subsection (1) of this section unless authority to exceed such limitation has been approved by a majority of the taxing district's electors voting on the question at an election called for that purpose and held pursuant to section 34-106, Idaho Code, provided however, that such voter approval shall be for a period of not to exceed two (2) years.

(4) The amount of property tax revenues to finance an annual budget does not include revenues from nonproperty tax sources and does not include revenue from levies for the payment of judicially confirmed obligations pursuant to sections 63-1315 and 63-1316, Idaho Code, and revenue from levies that are voter-approved for bonds, override levies or supplemental levies, plant facilities reserve fund levies, school emergency fund levies or for levies applicable to newly annexed property or for levies applicable to new construction as evidenced by the value of property subject to the occupancy

tax pursuant to section 63-317, Idaho Code, for the preceding tax year. The amount of property tax revenues to finance an annual budget does not include any property taxes that were collected and refunded on property that is exempt from taxation, pursuant to section 63-1305C, Idaho Code.

(5) The amount of property tax revenues to finance an annual budget shall include moneys received as recovery of property tax for a revoked provisional property tax exemption under section 63-1305C, Idaho Code.

SECTION 8. That Section 63-313, Idaho Code, be, and the same is hereby amended to read as follows:

63-313. SPECIAL PROVISIONS FOR TRANSIENT PERSONAL PROPERTY. (1) All transient personal property shall be listed by the owner and shall show the quantity, name, model, serial number, if any, year of manufacture, date of purchase, cost, whether new or used and other identifying information required by the county assessor. The list of transient personal property shall identify the owner of the property and shall be filed with the home county assessor on or before the first day of November of each year. The owner of transient personal property may elect to treat as his home county that county in which he maintains his residence or usual place of business or in which the transient personal property is usually kept. The report shall be made on forms prescribed by the state tax commission and shall identify periods of thirty (30) days or more during which the personal property is located in a county, specifying the location of the transient personal property for each month of the current calendar year with a projection of the location for the remaining months of November and December.

(2) The county assessor of the home county or the receiving county of the listing shall file within ten (10) days with the county assessor of all counties identified on the report a copy of the report. Each county so identified shall then place a prorated assessment on such personal property on the subsequent or missed property roll only for the length of time that the personal property was located in their county.

(3) In the event that any transient personal property has been or will be taxed for the current year in another state, the property shall be taxed for only that portion of the year that the transient personal property is kept and does remain in the state of Idaho.

(4) The provisions of this section shall not apply to transient personal property in transit through this state, or to transient personal property sold by the owner thereof in the home county upon which the taxes for the full year have been paid or secured, which said transient personal property is kept, moved, transported, shipped or hauled into and remaining in another county, and there kept or remaining either for the purpose of use or sale within the current year.

(5) For transient personal property valued at ~~over~~ more than one hundred thousand dollars ($100,000), any exemption in section 63-602KK, Idaho Code, available to the taxpayer shall be allocated among counties based on the prorated value provided in subsection (2) of this section.

(6) Beginning January 1, 2022, all transient personal property is exempt from taxation. No replacement moneys shall be provided as a result of this subsection.

SECTION 9. That Section 63-602KK, Idaho Code, be, and the same is hereby amended to read as follows:

63-602KK. PROPERTY EXEMPT FROM TAXATION -- CERTAIN PERSONAL PROPERTY. (1) (a) An item of taxable personal property purchased on or after January 1, 2013, shall be exempt from property taxation if the item of taxable personal property has an acquisition price of three thousand dollars ($3,000) or less.

(b) For purposes of this section, the term "acquisition cost" means all costs required to put an item of taxable personal property into service and includes:

(i) The purchase price of a new or used item;

(ii) The cost of freight and shipping;

(iii) The cost of installation, engineering, erection or assembly; and

(iv) Sales and use taxes.

(c) For purposes of this subsection, an "item of taxable personal property" means equipment, machinery, furniture or other personal property that is functioning at its highest and best use for the purpose it was designed and constructed and is generally capable of performing that function without being combined with other items of personal property. An item of taxable personal property is not an individual component part of a piece of equipment, machinery, furniture or other personal property as a whole. An item of taxable personal property does not include an improvement to real property, a part that will become an improvement, or anything defined as a fixture.

(2) (a) On and after January 1, 2015, except as provided in subsection (8) of this section, each person's personal property, located in the county, which is not otherwise exempt, shall be exempt to the extent of one hundred thousand dollars ($100,000).

(b) On and after January 1, 2022, except as provided in subsection (8) of this section, each person's personal property, located in the county, which is not otherwise exempt, shall be exempt to the extent of an additional amount of one hundred fifty thousand dollars ($150,000). The combined exemption under this paragraph and paragraph (a) of this subsection shall not exceed a total amount of two hundred fifty thousand dollars ($250,000).

(c) For the purposes of this section, a person includes two (2) or more people using the property in a common enterprise who are within a relationship described in section 267 of the Internal Revenue Code, as defined in section 63-3004, Idaho Code.

(3) (a) No later than the third Monday of November 2013, the county clerk of each county shall certify to the state tax commission the amount of exemption from property taxes under subsection (2) (a) of this section, in that county for that year. No later than the third Monday of November 2022, the county clerk of each county shall certify to the state tax commission the amount of exemption from property taxes under subsection (2) (b) of this section in that county for that year. The certification shall identify the property receiving tax reductions, the value of the property, the property's location, the amount of the tax

levy applicable to personal property in the location, and the tax before and after the exemption allowed in subsection (2) of this section. The certification shall be in the form prescribed by the state tax commission and shall include such additional information as the commission may require by rule as needed to implement the purpose of this section. The certification shall be reviewed and, if necessary, corrected by the state tax commission.

(b) Except as provided in subsection (7) of this section, ~~the year beginning January 1, 2014, and every year thereafter,~~ a taxing district created prior to January 1, 2013, shall be eligible for reimbursement for the exemptions granted under subsection (2)(a) and (b) of this section. A taxing district created on and after January 1, 2013, and prior to January 1, 2022, shall be eligible for reimbursement of property taxes exempted only under subsection (2)(b) of this section. A taxing district created on or after January 1, 2022, shall not be eligible for reimbursement of any property taxes exempted under this section. T~~t~~he amount of annual replacement of property tax on personal property exempted pursuant to subsection (2) of this section shall be the amount approved by the state tax commission pursuant to paragraph (a) of this subsection.

(4) (a) Subject to the limitations of this section, the state tax commission shall reimburse from the amount appropriated for personal property tax replacement in section 63-3638, Idaho Code, the county treasurer of each county for the reduction on the certifications provided in subsection (3) of this section. The county treasurer shall reimburse from the amount received to each taxing district within the county an amount in proportion to the amount of reduction shown on the certifications in subsection (3) of this section as corrected. The amount that would otherwise be attributable to tax revenues derived from tax levies on personal property exempted by this section within an existing revenue allocation area as defined in section 50-2903(15), Idaho Code, shall be paid directly by the county treasurer to such public body or agency entitled thereto, equal to the amounts that would have been distributed in accordance with the formula for such distribution set forth in section 50-2908, Idaho Code. ~~Taxing districts created on or after January 1, 2013, shall not be eligible for the reimbursement provided for in this paragraph.~~

(b) The state tax commission shall pay one-half (1/2) of the reimbursement provided in this section no later than December 20 of each year, and the second one-half (1/2) shall be paid by no later than June 20 of the following year. The money received by the county tax collector under the provisions of this section may be considered by counties and other taxing districts and budgeted against at the same time, and in the same manner, and in the same year as revenues from taxation. The total amount paid to the county treasurers shall not exceed the amount certified to the state tax commission under subsection (3) of this section.

(c) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received from distributions pursuant to section 63-3638, Idaho Code, as property tax replacement for the taxable value of prop-

erty exempt from taxation pursuant to this section shall be treated as property tax revenues.

(5) (a) Nothing contained in this section shall affect the taxation of forest lands or forest products pursuant to chapter 17, title 63, Idaho Code, or the taxation of the net profits of mines pursuant to chapter 28, title 63, Idaho Code.

(b) The exemption from personal property tax provided for in subsection (2) of this section shall not apply to motor vehicles, recreational vehicles, aircraft and boats that are not registered with the state of Idaho and for which required registration fees have not been paid.

(6) (a) The application for the exemption provided for in subsection (2) of this section shall be in the form prescribed by the state tax commission and shall include such information as the state tax commission may require by rule as needed to implement the purpose of this section including, but not limited to, a list of each item of personal property, the purchase date of each item of personal property, the unit cost of each item of personal property, if more than the exemption allowed in subsection (1) of this section, and the total cost of the items of personal property.

(b) The application for this exemption, if the county is capable of so providing, may be transmitted by the county assessor electronically, as that term is defined in section 63-115, Idaho Code, when requested by the taxpayer, or mailed by the county assessor to the taxpayer, or his agent or representative at the taxpayer's last known post office address, no later than March 1 of each year. The transmission or mailing of the application shall also include the taxpayer's application for the exemption allowed by this section for the last year in which the taxpayer filed an application.

(c) A taxpayer need only make application for the exemption in this section once as long as all of the following conditions are met:

(i) The taxpayer has received the exemption during the previous year as a result of him making a valid application as defined in this section.

(ii) The amount of the exemption allowed by this section is more than the taxable value of personal property owned by the taxpayer.

(iii) The taxpayer has not made purchases of personal property, excluding items of taxable personal property exempted pursuant to subsection (1) of this section, that would cause the taxable value of the personal property owned by the taxpayer to exceed the maximum amount allowed as an exemption by this section.

(d) Knowingly failing to report changes in the taxable value of personal property that exceed the amount of the exemption allowed pursuant to this section shall subject the taxpayer to a fine not in excess of ten thousand dollars ($10,000) in addition to other penalties set forth in this chapter.

(7) Recovery of property tax exemptions allowed by this section but improperly claimed:

(a) Upon discovery of evidence, facts or circumstances indicating any exemption allowed by this section was improperly claimed, the county assessor shall decide whether the exemption claimed should have been

allowed, and if not, notify the board of county commissioners, at which time the board may waive a recovery of the property tax and notify such taxpayer in writing.

(b) The assessment and collection of the recovery of property tax must begin within the seven (7) year period beginning on the date the assessment notice reflecting the improperly claimed exemption was required to be mailed to the taxpayer.

(c) The taxpayer may appeal to the board of tax appeals the decision by the board of county commissioners to assess the recovery of property tax within thirty (30) days of the date the county assessor sent the notice to the taxpayer pursuant to this section.

(d) For purposes of calculating the tax, the amount of the recovered property tax shall be for each year the exemption allowed by this section was improperly claimed or approved, up to a maximum of seven (7) years. The amount of the recovery of property tax shall be calculated using the product of the amount of exempted value for each year multiplied by the levy for that year plus costs, late charges and interest for each year at the rates equal to those provided for delinquent property taxes during that year. In cases of fraud, the fine set forth in subsection (6)(d) of this section shall be assessed for each tax year.

(e) Any recovery of property tax shall be due and payable no later than the date provided for property taxes in section 63-903, Idaho Code, and if not timely paid, late charges and interest, beginning the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section, shall be calculated at the current rate provided for property taxes.

(f) Recovered property taxes shall be billed, collected and distributed in the same manner as property taxes. If the recovery is for property tax for which the state provided replacement money, the amounts recovered shall be reported and remitted to the state tax commission, which shall reimburse the general fund. The state tax commission will then notify each affected taxing district or unit of its proportionate share of the recovered property tax, which amount shall be deducted from future payments to be made pursuant to subsection (3) of this section.

(g) Thirty (30) days after the taxpayer is notified, as provided in paragraph (a) of this subsection, the assessor shall record a notice of intent to attach a lien. Upon the payment in full of such recovered property taxes prior to the attachment of the lien as provided in paragraph (h) of this subsection, or upon the successful appeal by the taxpayer, the county assessor shall record a rescission of the intent to attach a lien within seven (7) business days of receiving such payment or within seven (7) business days of the county commissioners' decision granting the appeal.

(h) Any unpaid recovered property taxes shall become a lien upon the taxpayer's personal property in the same manner as provided for property taxes in section 63-206, Idaho Code, except such lien shall attach as of the first day of January in the year following the year the county treasurer sent the notice to the taxpayer pursuant to this section.

(i) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this subsection as recovery of property tax shall be treated as property tax revenue.

(8) For operating property with values apportioned to more than one (1) county, the personal property exemption shall be subtracted from the Idaho allocated value prior to apportionment and, for private railcar companies, prior to determining whether their values are to be apportioned. Notwithstanding amounts calculated as provided in subsection (1) of this section, the amount of the exemption otherwise provided in subsection (2) of this section shall be calculated as follows:

(a) Take the lesser amount of:

(i) The number of counties in which a company has operating property multiplied by ~~one~~ two hundred fifty thousand dollars (~~$10~~250,000); or

(ii) The total statewide value of eligible personal property reported by the company.

(b) Reduce the amount calculated in paragraph (a) of this subsection by the value of any nonoperating personal property granted the exemption otherwise found in subsection (2) of this section, as reported by county assessors.

SECTION 10. That Section 63-803, Idaho Code, be, and the same is hereby amended to read as follows:

63-803. CERTIFICATION OF BUDGETS IN DOLLARS. (1) Whenever any taxing district is required by law to certify to any county treasurer, county auditor, county assessor, county commissioners, or ~~to any~~ other county officer~~,~~ any property tax levy~~, upon~~ on property located within said district, such certification shall, notwithstanding any other provision of the law applicable to any such district, be made at the time and in the manner hereinafter provided.

(2) The county auditor shall inform each of the taxing districts within his county of the taxable value of that district as soon as such value is known to the auditor, whether the value comes from the appraisal and assessment of real and personal property, ~~or~~ from allocation of the taxable value of operating property, or from other sources.

(3) Using the taxable value of the district, the council, trustees, board or other governing body of any taxing district shall certify the total amount required from a property tax upon property within the district to raise the amount of money fixed by ~~their~~ its budget as previously prepared or approved. The amount of money so determined shall be certified in dollars to the appropriate county commissioners. Any taxing unit, except regional airport authorities, located in more than one (1) county shall divide its dollar budget for certification to the separate counties by multiplying the amount of such budget by a fraction, the numerator of which shall be the total taxable value of all property in such taxing unit within the county to which such certification is to be made, and the denominator of which shall be the total taxable value of property in such taxing unit in all such counties. Budget certification to the participating counties of regional airport authorities shall be made in the manner prescribed in section 21-807(10), Idaho Code. Taxable value shall be certified by the county auditor of each

affected county to such taxing unit and such certification shall be used in this formula. Except as provided in section 33-805, Idaho Code, relating to school emergency fund levies, the certification to the county commissioners required in this section shall be made not later than the Thursday prior to the second Monday in September, unless, upon application therefor, the county commissioners grant an extension of not more than seven (7) working days. After receipt of this certification, the county commissioners shall make a tax levy as a percent of taxable value of all property in the taxing district which, when applied to the tax rolls, will meet the budget requirements certified by such taxing districts.

(4) Except as provided in section 50-2908(1), Idaho Code, for the purpose of this section, "taxable value" shall mean the portion of the equalized assessed value, less any exemptions, not including the additional exemption provided for tax year 2022 in section 63-602KK(2)(b), Idaho Code, and the value that exceeds the value of the base assessment roll for the portion of any taxing district within a revenue allocation area of an urban renewal district, located within each taxing district ~~which~~ that certifies a budget to be raised from a property tax levy. When the county auditor is notified of revenues sufficient to cover expenses as provided in section 50-2903(5), Idaho Code, taxable value shall also include the value that exceeds the value of the base assessment roll for the portion of any taxing district within a revenue allocation area. For each taxing district, taxable value shall include the value from the property and operating property rolls for the current year and subsequent and missed property rolls for the prior year or the best estimate of the subsequent and missed property rolls for the current year.

SECTION 11. That Section 63-3638, Idaho Code, be, and the same is hereby amended to read as follows:

63-3638. SALES TAX -- DISTRIBUTION. All moneys collected under this chapter, except as may otherwise be required in sections 63-3203, 63-3620F, and 63-3709, Idaho Code, and except as provided in subsection (16) of this section, shall be distributed by the state tax commission as follows:

(1) An amount of money shall be distributed to the state refund account sufficient to pay current refund claims. All refunds authorized under this chapter by the state tax commission shall be paid through the state refund account, and those moneys are continuously appropriated.

(2) Five million dollars ($5,000,000) per year is continuously appropriated and shall be distributed to the permanent building fund, provided by section 57-1108, Idaho Code.

(3) Four million eight hundred thousand dollars ($4,800,000) per year is continuously appropriated and shall be distributed to the water pollution control fund established by section 39-3628, Idaho Code.

(4) An amount equal to the sum required to be certified by the chairman of the Idaho housing and finance association to the state tax commission pursuant to section 67-6211, Idaho Code, in each year is continuously appropriated and shall be paid to any capital reserve fund established by the Idaho housing and finance association pursuant to section 67-6211, Idaho Code. Such amounts, if any, as may be appropriated hereunder to the capital reserve fund of the Idaho housing and finance association shall be repaid for

distribution under the provisions of this section, subject to the provisions of section 67-6215, Idaho Code, by the Idaho housing and finance association, as soon as possible, from any moneys available therefor and in excess of the amounts the association determines will keep it self-supporting.

(5) An amount equal to the sum required by the provisions of sections 63-709 and 63-717, Idaho Code, after allowance for the amount appropriated by section 63-718(3), Idaho Code, is continuously appropriated and shall be paid as provided by sections 63-709 and 63-717, Idaho Code.

(6) An amount required by the provisions of chapter 53, title 33, Idaho Code.

(7) An amount required by the provisions of chapter 87, title 67, Idaho Code.

(8) For fiscal year 2011 and each fiscal year thereafter, four million one hundred thousand dollars ($4,100,000), of which two million two hundred thousand dollars ($2,200,000) shall be distributed to each of the forty-four (44) counties in equal amounts and one million nine hundred thousand dollars ($1,900,000) shall be distributed to the forty-four (44) counties in the proportion that the population of the county bears to the population of the state. For fiscal year 2012 and for each fiscal year thereafter, the amount distributed pursuant to this subsection shall be adjusted annually by the state tax commission in accordance with the consumer price index for all urban consumers (CPI-U) as published by the U.S. department of labor, bureau of labor statistics, but in no fiscal year shall the total amount allocated for counties under this subsection be less than four million one hundred thousand dollars ($4,100,000). Any increase resulting from the adjustment required in this section shall be distributed to each county in the proportion that the population of the county bears to the population of the state. Each county shall establish a special election fund to which shall be deposited all revenues received from the distribution pursuant to this subsection. All such revenues shall be used exclusively to defray the costs associated with conducting elections as required of county clerks by the provisions of section 34-1401, Idaho Code.

(9) One dollar ($1.00) on each application for certificate of title or initial application for registration of a motor vehicle, snowmobile, all-terrain vehicle or other vehicle processed by the county assessor or the Idaho transportation department, excepting those applications in which any sales or use taxes due have been previously collected by a retailer, shall be a fee for the services of the assessor of the county or the Idaho transportation department in collecting such taxes and shall be paid into the current expense fund of the county or state highway account established in section 40-702, Idaho Code.

(10) Eleven and five-tenths percent (11.5%) is continuously appropriated and shall be distributed to the revenue-sharing account, which is hereby created in the state treasury, and the moneys in the revenue-sharing account will be paid in installments each calendar quarter by the state tax commission on and after July 1, 2020, as follows:

(a) Forty-five and two-tenths percent (45.2%) shall be paid to the various cities as follows:

(i) The revenue-sharing amount calculated by the state tax commission for the various cities for each quarter of fiscal year 2020

shall be the base amount for current quarterly revenue distribution amounts. The state tax commission shall calculate the per capita distribution for each city resulting from the previous fiscal year's distributions.

(ii) If there is no change in the amount of the revenue-sharing account from the same quarter of the previous fiscal year, then the various cities shall receive the same amount received for the same quarter of the previous fiscal year.

(iii) If the balance of the revenue-sharing account for the current quarter is greater than the balance of the revenue-sharing account for the same quarter of the previous fiscal year, then:

1. If the distributions made to the cities during the same quarter of the previous fiscal year were below the base amount established in fiscal year 2020, then the various cities shall first receive a proportional increase up to the base amount for each city and up to a one percent (1%) increase over such base amount. Any remaining moneys shall be distributed to cities with a below-average per capita distribution in the proportion that the population of that city bears to the population of all cities with below-average per capita distributions within the state.

2. If the distributions made to the cities during the same quarter of the previous fiscal year were at or above the base amount established in fiscal year 2020, then the cities shall receive the same distribution they received during the same quarter of the previous fiscal year plus a proportional increase up to one percent (1%). Any remaining moneys shall be distributed to the cities with a below-average per capita distribution in the proportion that the population of that city bears to the population of all cities with a below-average per capita distribution within the state.

(iv) If the balance of the revenue-sharing account for the current quarter is less than the balance of the revenue-sharing account for the same quarter of the previous fiscal year, then the cities shall first receive a proportional reduction down to the base amount established in fiscal year 2020. If further reductions are necessary, the cities shall receive reductions based on the proportion that each city's population bears to the population of all cities within the state.

(b) Forty-seven and one-tenth percent (47.1%) shall be paid to the various counties as follows:

(i) Fifty-nine and eight-tenths percent (59.8%) of the amount to be distributed under this paragraph (b) of this subsection shall be distributed as follows:

1. One million three hundred twenty thousand dollars ($1,320,000) annually shall be distributed one forty-fourth (1/44) to each of the various counties; and

2. The balance of such amount shall be paid to the various counties, and each county shall be entitled to an amount in

the proportion that the population of that county bears to the population of the state; and

(ii) Forty and two-tenths percent (40.2%) of the amount to be distributed under this paragraph (b) of this subsection shall be distributed as follows:

1. Each county that received a payment under the provisions of section 63-3638(e), Idaho Code, as that subsection existed immediately prior to July 1, 2000, during the fourth quarter of calendar year 1999, shall be entitled to a like amount during succeeding calendar quarters.

2. If the dollar amount of money available under this subsection (10)(b)(ii) in any quarter does not equal the amount paid in the fourth quarter of calendar year 1999, each county's payment shall be reduced proportionately.

3. If the dollar amount of money available under this subsection (10)(b)(ii) in any quarter exceeds the amount paid in the fourth quarter of calendar year 1999, each county shall be entitled to a proportionately increased payment, but such increase shall not exceed one hundred five percent (105%) of the total payment made in the fourth quarter of calendar year 1999.

4. If the dollar amount of money available under this subsection (10)(b)(ii) in any quarter exceeds one hundred five percent (105%) of the total payment made in the fourth quarter of calendar year 1999, any amount over and above such one hundred five percent (105%) shall be paid to the various counties in the proportion that the population of the county bears to the population of the state; and

(c) Seven and seven-tenths percent (7.7%) of the amount appropriated in this subsection shall be paid to the several counties for distribution to special purpose taxing districts as follows:

(i) Each such district that received a payment under the provisions of section 63-3638(e), Idaho Code, as such subsection existed immediately prior to July 1, 2000, during the fourth quarter of calendar year 1999, shall be entitled to a like amount during succeeding calendar quarters.

(ii) If the dollar amount of money available under this subsection (10)(c) in any quarter does not equal the amount paid in the fourth quarter of calendar year 1999, each special purpose taxing district's payment shall be reduced proportionately.

(iii) If the dollar amount of money available under this subsection (10)(c) in any quarter exceeds the amount distributed under paragraph (c)(i) of this subsection, each special purpose taxing district shall be entitled to a share of the excess based on the proportion each such district's current property tax budget bears to the sum of the current property tax budgets of all such districts in the state. The state tax commission shall calculate district current property tax budgets to include any unrecovered forgone amounts as determined under section 63-802(1)(e), Idaho Code. When a special purpose taxing district is situated in more

than one (1) county, the state tax commission shall determine the portion attributable to the special purpose taxing district from each county in which it is situated.

(iv) If special purpose taxing districts are consolidated, the resulting district is entitled to a base amount equal to the sum of the base amounts received in the last calendar quarter by each district prior to the consolidation.

(v) If a special purpose taxing district is dissolved or disincorporated, the state tax commission shall continuously distribute to the board of county commissioners an amount equal to the last quarter's distribution prior to dissolution or disincorporation. The board of county commissioners shall determine any redistribution of moneys so received.

(vi) Taxing districts formed after January 1, 2001, are not entitled to a payment under the provisions of this paragraph (c) of this subsection.

(vii) For purposes of this paragraph (c) of this subsection, a special purpose taxing district is any taxing district that is not a city, a county, or a school district.

(11) Amounts calculated in accordance with section 2, chapter 356, laws of 2001, for annual distribution to counties and other taxing districts beginning in October 2001 for replacement of property tax on farm machinery and equipment exempted pursuant to section 63-602EE, Idaho Code. For nonschool districts, the state tax commission shall distribute one-fourth (1/4) of this amount certified quarterly to each county. For school districts, the state tax commission shall distribute one-fourth (1/4) of the amount certified quarterly to each school district. For nonschool districts, the county auditor shall distribute to each district within thirty (30) calendar days from receipt of moneys from the state tax commission. Moneys received by each taxing district for replacement shall be utilized in the same manner and in the same proportions as revenues from property taxation. The moneys remitted to the county treasurer for replacement of property exempt from taxation pursuant to section 63-602EE, Idaho Code, may be considered by the counties and other taxing districts and budgeted at the same time, in the same manner and in the same year as revenues from taxation on personal property which these moneys replace. If taxing districts are consolidated, the resulting district is entitled to an amount equal to the sum of the amounts received in the last calendar quarter by each district pursuant to this subsection prior to the consolidation. If a taxing district is dissolved or disincorporated, the state tax commission shall continuously distribute to the board of county commissioners an amount equal to the last quarter's distribution prior to dissolution or disincorporation. The board of county commissioners shall determine any redistribution of moneys so received. If a taxing district annexes territory, the distribution of moneys received pursuant to this subsection shall be unaffected. Taxing districts formed after January 1, 2001, are not entitled to a payment under the provisions of this subsection. School districts shall receive an amount determined by multiplying the sum of the year 2000 school district levy minus .004 times the market value on December 31, 2000, in the district of the property exempt from taxation pursuant to section 63-602EE, Idaho Code, provided that the

result of these calculations shall not be less than zero (0). The result of these school district calculations shall be further increased by six percent (6%). For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this section as property tax replacement for property exempt from taxation pursuant to section 63-602EE, Idaho Code, shall be treated as property tax revenues.

(12) Amounts necessary to pay refunds as provided in section 63-3641, Idaho Code, to a developer of a retail complex shall be remitted to the demonstration pilot project fund created in section 63-3641, Idaho Code.

(13) Amounts calculated in accordance with ~~subsection (4) of~~ section 63-602KK(4), Idaho Code, for annual distribution to counties and other taxing districts for replacement of property tax on personal property tax exemptions pursuant to ~~subsection (2) of~~ section 63-602KK(2), Idaho Code, which amounts are continuously appropriated unless the legislature enacts a different appropriation for a particular fiscal year. For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this section as property tax replacement for property exempt from taxation pursuant to section 63-602KK, Idaho Code, shall be treated as property tax revenues. If taxing districts are consolidated, the resulting district is entitled to an amount equal to the sum of the amounts that were received in the last calendar year by each district pursuant to this subsection prior to the consolidation. If a taxing district or revenue allocation area annexes territory, the distribution of moneys received pursuant to this subsection shall be unaffected. Taxing districts and revenue allocation areas formed after January 1, ~~2013~~ 2022, are not entitled to a payment under the provisions of this subsection.

(14) Amounts collected from purchasers and paid to the state of Idaho by retailers that are not engaged in business in this state and which retailer would not have been required to collect the sales tax, less amounts otherwise distributed in subsections (1) and (10) of this section, shall be distributed to the tax relief fund created in section 57-811, Idaho Code. The state tax commission will determine the amounts to be distributed under this subsection.

(15) Any moneys remaining over and above those necessary to meet and reserve for payments under other subsections of this section shall be distributed to the general fund.

(16) One percent (1%), but not less than fifteen million dollars ($15,000,000), is continuously appropriated and shall be distributed to the transportation expansion and congestion mitigation fund established in section 40-720, Idaho Code. The distribution provided for in this subsection must immediately follow the distribution provided for in subsection (10) of this section.

SECTION 12. SEVERABILITY. The provisions of this act are hereby declared to be severable and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this act.

SECTION 13. An emergency existing therefor, which emergency is hereby declared to exist, Sections 1, 2, 3, 4, 5, 6, 7, and 12 of this act shall be in

full force and effect on and after passage and approval, and retroactively to January 1, 2021. Sections 8, 9, 10, and 11 of this act shall be in full force and effect on and after January 1, 2022.

Development Services Department

Project/File: **The Lamp District/ KUNA22-0007/ 22-02-AN, 22-01-ZC, 22-02-DA**
This is an annexation, rezoning, with a proposed C-2 zoning designation and development agreement with the City of Kuna to allow for the future development of 6 parcels on 34.83 acres.

Lead Agency: City of Kuna

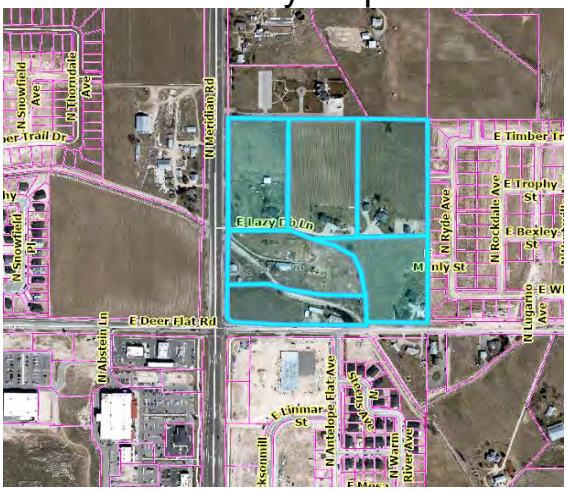
Site address: 1800 N. Meridian Road
1900 E. Deer Flat Road
1928 E. Deer Flat Road
1698 E. Lazy DB Lane
1804 E. Lazy DB Lane
1920 E. Lazy DB Lane

Staff Approval: April 25, 2022

Applicant: Riley Planning Services, LLC
Penelope Constantikes
PO BOX 405,
Boise, Idaho 83701

Staff Contact: Renata Ball-Hamilton
Phone: 387-6171
E-mail: rhamilton@achdidaho.org

Vicinity Map



A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of an annexation, rezone from C-1 & RUT to a C-2 (Area Commercial) zoning designation, to allow for the future development of commercial and mixed use, residential, high density residential, neighborhood retail/commercial and a regional commercial site on 37.57 acres. This application includes a development agreement with the City of Kuna the 6 parcels included as part of the application are located on the northeast corner of Meridian Road and Deer Flat Road.

   Two parcels (1800 N. Meridian Road and 1900 E. Deer Flat Road) were previously annexed into the City of Kuna, now proposed to be rezoned to a C-2 zoning designation. Four parcels (1928 E. Deer Flat Road, 1698 E. Lazy DB Lane, 1834 E. Lazy DB Lane, and 1920 E. Lazy DB Lane are proposed to be annexed into the City of Kuna with a C-2 zone designation.

   The applicant's proposal is consistent with the City of Kuna's comprehensive plan.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Low Density Residential	R-4
South	Medium Density Residential, Neighborhood Business District	R-6, C-1

East	Medium Density Residential	R-6
West	Single Family/ Rural Residential (Ada County)	RUT

3. **Site History:** ACHD staff/Commission previously reviewed this site as NEC of SH-69/Meridian Road and Deer Flat Road/KUNA17-0007/ 16-11-AN in June 2017. The requirements of this staff report are consistent with those of the prior action.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

   - Ashton Estates 1 is located directly south of the site and consist of 35 single family building lots (10 common lots) and was approved by ACHD on December 02, 2020.
   - Lugarno Terra Subdivision is located directly south of the site and consist of 8 single family building lots (6 common lots) and was approved by ACHD on January 15, 2021.
   - Blackrock Market place and Village (Blackrock Retail Center) is located directly west of the site and consist of 40.8 acres mixed-use project to include both multi-family and commercial properties and was approved by ACHD on May 1, 2020.

5. **Transit:** Transit services are not available to serve this site.

6. **Pathway Crossings:** United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

   AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

   FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

7. **New Center Lane Miles:** The proposed development includes 0.0 centerline miles of new public road.

8. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

9. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

   - Deer Flat Road is listed in the CIP to be widened to 2-lanes from SH-69/ Meridian Road to Locust Grove Road between 2036 and 2040.
   - The intersection of SH-69/ Meridian Road and Deer Flat Road is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes east, and 6-lanes on the west leg, and signalized between 2031 and 2035.

10. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of

good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

The BMP identifies Deer Flat Road as an existing Level 3 facility.

B. Traffic Findings for Consideration

1. **Trip Generation:** Below is a list of land uses and estimated trip generation rates for uses that may be included within the site. The applicant is requesting C-2 (Area Commercial) as the proposed zoning designation and has provided a concept plan showing a mixed use development with commercial and multi-family type uses. There are an estimated 76 existing vehicle trips per day with 9 vehicle trips per hour in the PM peak hour. Trip generation rates are based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

Use (1,000 sf)	Average Daily Trips (ADT)	PM Peak Hour
General Office Building	10.84	1.44
Medical/ Dental Office Building-Stand Alone	36.00	3.93
Drive-in Bank	100.35	21.01
Fast Casual Restaurant	97.14	12.55
Single Tenant Office Building	13.07	1.76
Strip Retail Plaza	54.45	6.59
Convenience Store w/ Gas Station-VFP 9-15 (1,000 sf)	700.43	54.52
Multi-Family Housing (Low-Rise 2 to 3 Floors)	6.74	0.51
Single Family Attached Housing (unit)	7.20	0.57
Single Family Detached Housing (unit)	9.43	0.94
Senior Adult Housing-Single Family (unit)	4.31	0.30

2. Condition of Area Roadways
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
State Highway 69, Meridian Road	1283-feet	Principal Arterial	N/A	N/A
Deer Flat Road	1160-feet	Minor Arterial	253	Better Than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

** ACHD does not set level of service thresholds for State Highways.

3. Average Daily Traffic Count (VDT)
Average daily traffic counts are based on ACHD's most current traffic counts.

- There are no average daily traffic counts for SH-69/ Meridian Road north of King Road.
- The average daily traffic count for Deer Flat Road west of Locust Grove Road was 3,345 on August 26, 2021.

C. Findings for Consideration

This application is for annexation and rezone only. Listed below are some of the findings for consideration that the District may identify when it reviews future development application(s). The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. Traffic Impact Study

Trip Generation: This site is anticipated to generate more than 100 new vehicle trips in the PM peak hour and that consistent with ACHD policy traffic impact study will be required as part of a future development application.

2. State Highway SH-69 /Meridian Road

SH-69/Meridian Road is under the jurisdiction of the Idaho Transportation Department (ITD). The applicant, City of Kuna, and ITD should work together to determine if additional right-of-way or improvements are necessary on SH-69/ Meridian Road.

3. Deer Flat Road

a. Existing Conditions: Deer Flat Road is improved with 2-travel lanes, and no curb, gutter or sidewalk abutting the site. Existing right-of-way varies between 73 to 95 feet for Deer Flat Road (25 to 48 feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of-Way Width Policy: District Policies 7205.2.1 & 7205.5.2 state that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-

feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter, and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Deer Flat Road is designated in the MSM as a Transitional /Commercial Arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 100-feet of right-of-way.

c. **Staff Comments/Recommendations:** With the future development application, the applicant should be required to widen the pavement on Deer Flat Road abutting the site to 17-feet from the centerline of the roadway and with a 3-foot wide gravel shoulder. The applicant should also be required to construct a 5-foot wide detached concrete sidewalk located a minimum of 42-feet from the centerline of Deer Flat Road abutting the site. The applicant should provide a permanent right-of-way easement for any public sidewalk placed outside of the dedicated right-of-way.

   Consistent with the MSM, as part of a future development application, the application should be required to dedicate additional right-of-way to total 50-feet from the centerline of Deer Flat Road abutting the site.

4. Internal Local Roads

a. **Existing Conditions:** There are no roadways within the site.

b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Cul-de-sac Streets Policy: District policy 7207.5.8 requires cul-de-sacs to be constructed to provide a minimum turning radius of 50-feet; in rural areas or for temporary cul-de-sacs the emergency service providers may require a greater radius. Landscape and parking islands may be constructed in turnarounds if a minimum 29-foot street section is constructed around the island. The pavement width shall be sufficient to allow the turning around of a standard AASHTO SU design vehicle without backing. The developer shall provide written approval from the appropriate fire department for this design element.

The District will consider alternatives to the standard cul-de-sac turnaround on a case-by-case basis. This will be based on turning area, drainage, maintenance considerations and the written approval of the agency providing emergency fire service for the area where the development is located.

Landscape Medians Policy: District policy 7207.5.16 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

c. Staff Comments/Recommendations: If public local roadways are proposed with the future development application, the application should be subject to the District Policies listed above.

5. Roadway Offsets

a. Existing Conditions: There are no roadways within the site.

b. Policy:

Local Street Intersection Spacing on Principal Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 1,320-feet as measured from all other existing roadways as identified in Table 1b (7205.4.7).

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

c. Staff Comments/Recommendations: The future development application should be subject to the District Policy listed above. The development should be oriented to use the minor arterial roadway at the site's south property line as the primary access to Deer Flat Road.

6. Stub Streets

a. Existing Conditions: There are three streets that stub to the site.

Trophy Street and Manly Street stub the site's east property line and are improved as a 36-foot wide street sections with curb, gutter, and 5-foot wide attached concrete sidewalks within 50-feet if right-of-way**.** These stub streets were constructed as part of Lugarno Terra Subdivision, which final platted in 2019.

b. Policy:

Stub Street Policy: District policy 7205.2.3 (arterials) and 7207.2.4.3 (local) that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7205.2 (arterials) and 7207.2.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." Or "THIS IS A DESIGNATED LOCAL ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policy 7205.2.4 (arterials) and 7207.2.4.4 (local) requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. Staff Comments/Recommendations: The future development application should be subject to the District Policy listed above

7. Driveways

a.1 Deer Flat Road

a. Existing Conditions: There are three existing driveways and one canal driveway approach from the site onto Deer Flat Road. The locations are as follows:

- 25-foot improved concrete paved residential curb return type driveway located approximately 1073-feet east of SH-69/Meridian Road (measured centerline to centerline).
- 30-foot concrete paved commercial curb return driveway located approximately 646-feet east of SH-69/Meridian Road (measured centerline to centerline).
- 17-foot unimproved residential curb return type driveway located approximately 595-feet east of SH-69/Meridian Road (measured centerline to centerline).
- 12-foot concrete paved canal driveway approach located approximately 797-feet east of SH-69/Meridian Road (measured centerline to centerline).

b. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 50 MPH to align or offset a minimum of 425-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

c. **Staff Comments/Recommendations:** As part of any future development application, the applicant should be required to comply with all policies and guidelines listed above

8. Private Roads

a. **Private Road Policy:** District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and

- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

b. Staff Comments/Recommendations: The future development application will be subject to the District Policy listed above.

If the City of Kuna approves the private road, the applicant shall be required to pave the private roadway a minimum of 20 to 24-feet wide and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations

Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

9. Traffic Calming

a. Speed Control and Traffic Calming Policy: District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require maintenance and/or license agreement.

b. Staff Comments/Recommendations: The future development application will be subject to the District Policy listed above.

10. Bridge for Kuna Canal Crossing

The District will require that the applicant submit the bridge plans for the crossing of the Kuna Canal for review and approval prior to the pre-construction meeting and final plat approval. Note: all plan submittals for bridges or pipe crossings of irrigation facilities should be submitted to ACHD for review no later than December 15th for construction in the following year prior to irrigation season.

11. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

12. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

13. Other Access

Meridian Road is classified as a principal arterial roadway; Deer Flat Road is classified as minor arterial roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

This application is for annexation and rezone only. Site specific conditions of approval will be established as part of the future development application.

1. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

2. Payment of impact fees is due prior to issuance of a building permit.

3. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter, and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards

unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property, which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

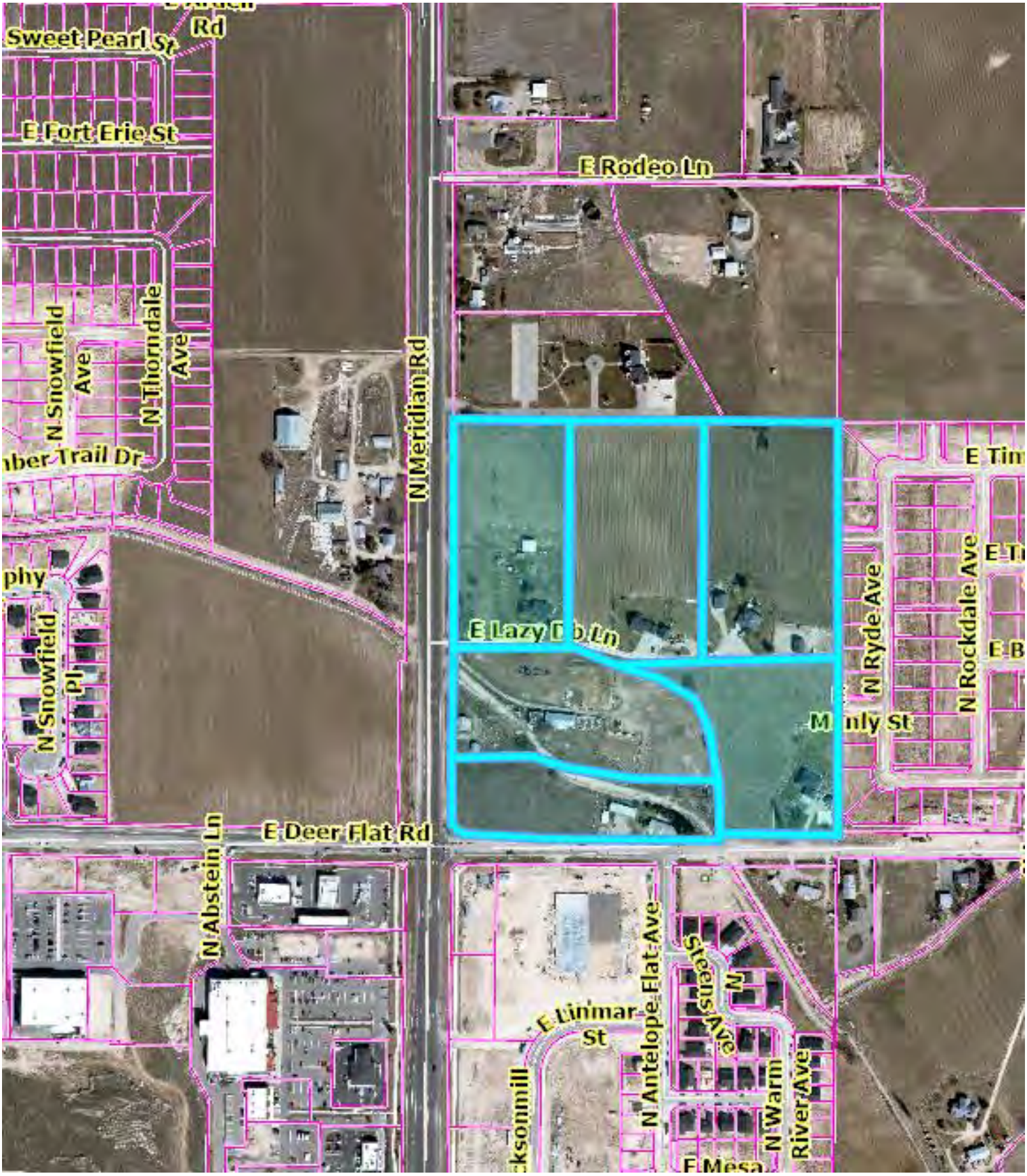
1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



SITE PLAN


5,600 SF
26,000 SF
6,000 SF
6,000 SF
6,000 SF
6,000 SF
6,000 SF
6,000 SF
6,000 SF
6,000 SF
5,500 SF
4,500 SF
7,200 SF
15,700 SF
50,500 SF
7,200 SF
6,000 SF
4,000 SF

Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

☒Submit a development application to a City or to Ada County

☒The City or the County will transmit the development application to ACHD

☒The ACHD **Planning Review Section** will receive the development application to review

☒The **Planning Review Section** will do one of the following:

☐Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.

☒Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

☒Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐For **ALL** development applications, including those receiving a **"No Review"** letter:

- The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
- The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)
☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
  a) Traffic Control Plan
  b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

    a. Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

    b. Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

    c. Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

    d. Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

    e. Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Doug Hanson

From: aflavel.bkirrdist@gmail.com
Sent: Friday, September 13, 2024 12:01 PM
To: Doug Hanson
Cc: 'Brianne Steed'
Subject: RE: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Hi Doug, I wanted to let you know that we received a check today for these accounts.
BK 189 A2, 189 A3, 189 A4, 189 B. They are paid current.

New bills will go out the first part of November. Thanks!!

Alicia Flavel
Secretary-Treasurer
Boise-Kuna Irrigation District
129 N. School Avenue
Kuna, Idaho 83634
Phone: 208-922-5608
Fax: 208-922-5659

From: aflavel.bkirrdist@gmail.com <aflavel.bkirrdist@gmail.com>
Sent: Thursday, August 29, 2024 11:02 AM
To: 'Brianne Steed' <Brianne@aspencreekseniorliving.com>
Subject: RE: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Thank you!!

Alicia Flavel
Secretary-Treasurer
Boise-Kuna Irrigation District
129 N. School Avenue
Kuna, Idaho 83634
Phone: 208-922-5608
Fax: 208-922-5659

From: Brianne Steed <Brianne@aspencreekseniorliving.com>
Sent: Thursday, August 29, 2024 10:17 AM
To: aflavel.bkirrdist@gmail.com
Subject: RE: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Awesome- I will get these processed.
THANK YOU! Have a great day-
Brianne

From: aflavel.bkirrdist@gmail.com <aflavel.bkirrdist@gmail.com>
Sent: Thursday, August 29, 2024 7:59 AM
To: Brianne Steed <Brianne@aspencreekseniorliving.com>
Subject: RE: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Here they are. Thanks!!

Alicia Flavel
Secretary-Treasurer
Boise-Kuna Irrigation District
129 N. School Avenue
Kuna, Idaho 83634
Phone: 208-922-5608
Fax: 208-922-5659

From: Brianne Steed <Brianne@aspencreekseniorliving.com>
Sent: Wednesday, August 28, 2024 4:27 PM
To: aflavel.bkirrdist@gmail.com
Subject: Fwd: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Hello- can you please send me the invoices referenced below?
Thanks!
Get Outlook for iOS

From: Doug Hanson <dhanson@kunaid.gov>
Sent: Wednesday, August 28, 2024 3:14 PM
To: Brianne Steed <Brianne@aspencreekseniorliving.com>
Subject: RE: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Brianne,

This will come from BKID not the City of Kuna.

You will need to contact aflavel.bkirrdist@gmail.com.

PLANNING & ZONING KUNA IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Doug Hanson
Director
City of Kuna | Planning & Zoning

Phone: 208-287-1771
Email: dhanson@kunaid.gov
www.kunacity.id.gov

All e-mail messages sent to or received by City of Kuna e-mail accounts are subject to Idaho law, in regard to both release and retention, and may be released upon request, unless exempt from disclosure by law.

From: Brianne Steed <Brianne@aspencreekseniorliving.com>
Sent: Wednesday, August 28, 2024 3:11 PM
To: Doug Hanson <dhanson@kunaid.gov>
Subject: Fwd: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

CMIT Solutions
Warning: The sender @Brianne@aspencreekseniorliving.com has never sent any emails to your organization from domain aspencreekseniorliving.com or has sent suspicious emails.
There is a URL in the email asking for login credentials. It could be a phishing attempt.
Report Phishing Remove Banner
powered by Graphus®

Hi Doug - can you send me the invoices please so I can process?
Thanks!
Get Outlook for iOS

From: Doug Clegg <dclegg@springcreekenterprise.net>
Sent: Wednesday, August 28, 2024 2:49 PM
To: Brianne Steed <Brianne@aspencreekseniorliving.com>
Subject: Fwd: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Will you call and ask for the invoices for the irrigation in kuna? I do not remember seeing these
Sent from my iPhone

Begin forwarded message:

> **From:** Doug Hanson <dhanson@kunaid.gov>
> **Date:** August 28, 2024 at 12:05:33 PM AKDT
> **To:** Penelope Constantikes <penelope@rileyplanning.com>
> **Cc:** Doug Clegg <dclegg@springcreekenterprise.net>
> **Subject: FW: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District**
>
> Penelope,
>
> Please see the e-mail from BKID below.
>
> Best,

PLANNING & ZONING KUNA IDAHO
751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Doug Hanson
Director
City of Kuna | Planning & Zoning

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From: aflavel.bkirrdist@gmail.com <aflavel.bkirrdist@gmail.com>
Sent: Wednesday, August 28, 2024 1:42 PM
To: Doug Hanson <dhanson@kunaid.gov>
Cc: dclegg@springcreekenterprise.net
Subject: RE: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Most of these parcel's irrigation bills has not been paid. BK 189 A2, 189 A3, 189 A4, 189 B. Approximately $1583.00 accruing interest daily.

I would not be able to combine them until all the irrigation bills are paid.

Alicia Flavel
Secretary-Treasurer
Boise-Kuna Irrigation District
129 N. School Avenue
Kuna, Idaho 83634
Phone: 208-922-5608
Fax: 208-922-5659

From: Doug Hanson <dhanson@kunaid.gov>
Sent: Wednesday, August 21, 2024 10:07 AM
To: Ada County Engineer <agilman@adaweb.net>; Ada County Highway District <planningreview@achdidaho.org>; Adam Ingram <adam.ingram@cableone.biz>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Kuna Irrigation District <aflavel.bkirrdist@gmail.com>; Boise Project Board of Control <tritthaler@boiseproject.org>; Boise Project Board of Control 2 <gashley@boiseproject.org>; Brent Moore (Ada County) <bmoore@adacounty.id.gov>; Brian Graves Kuna School District <bgraves@kunaschools.org>; Cable One TV <cheryl.goettsche@cableone.biz>; Camille Burt (USPS) <camille.r.burt@usps.gov>; Catherine Feistner <cfeistner@kunaid.gov>; Central District Health Department <lbadigian@cdhd.idaho.gov>; Chief Fratusco <mfratusco@adacounty.id.gov>; COMPASS <gis@compassidaho.org>; David Reinhardt <reinhardt.david@westada.org>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Erika Olvera (NMID) <eolvera@nmid.org>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easements 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; ITD Kendra Conder <Kendra.Conder@itd.idaho.gov>; J&M Sanitation <Chad.Gordon@jmsanitation.com>; Jonathon Gillen <gillen.jonathon@westada.org>; Justin Walker <jwalker@kellerassociates.com>; Krystal Hinkle <khinkle@kunafire.com>; Leon Letson (Ada County) <lletson@adacounty.id.gov>; Marc Boyer (Kuna Postmaster) <marc.c.boyer@usps.gov>; Megan Leatherman <mleatherman@adaweb.net>; Meridian Fire (Brandon Medica) <bmedica@meridiancity.org>; Meridian Fire (Charlie Butterfield) <cbutterfield@meridiancity.org>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Niki Benyakhlef ITD <Niki.Benyakhlef@itd.idaho.gov>; Paris Dickerson <PDickerson@idahopower.com>; PWoffice <PWoffice@kunaid.gov>; Robbie Reno <rreno@kunaschools.org>; Scott Arellano (KRFD) <scott@fccnw.com>; Stacey Yarrington (Ada County) <syarrington@adacounty.id.gov>; TLawrence Kuna Fire <tlawrence@kunafire.com>
Subject: City of Kuna Request for Comment Case Nos. 24-01-CPF, 22-02-MOD - Lamp District

Agency Transmittal – August 21 ,2024

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

CASE NUMBER:	24-01-CPF, 22-02-DA MOD LAMP DISTRICT
PROJECT DESCRIPTION	Applicant requests combination plat approval to consolidate six (6) lots into one (1). The applicant also requests a development agreement modification to dissolve the existing development agreement on the subject site. The site is located at the NEC of N Meridian Road and E Deer Flat Road within Sec 18, T2N, R1E.
APPLICANT	Riley Planning Services LLC Penelope Constantikes P.O. Box 405, Boise, ID 83701 208.908.1609 penelope@rileyplanning.com
REPRESENTATIVE	Same as Applicant
SCHEDULED HEARING DATE	Tuesday, **October 8, 2024** at 6:00 P.M.
STAFF CONTACT	Doug Hanson 208.287.1771 dhanson@kunaid.gov

We have enclosed information to assist you with your consideration and response; we would appreciate any information as to how this action would affect the service(s) your agency provides. *If your agency requires additional information, or if contact information for your agency needs updated, please notify our office.*

*No response within **15 business days** will indicate you have no objection or comments regarding this project.*

The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions.

PLANNING & ZONING
KUNA
IDAHO

751 W. 4th Street
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Doug Hanson
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Agency Transmittal – August 21 ,2024

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FRED BUTLER
CHAIRMAN OF THE BOARD

RICHARD MURGOITIO
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

22 August 2024

RECEIVED
AUG 26 2024
CITY OF KUNA

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

RE: The Lamp District Mariam & Japheth LLC **24-01-CPF, 22-02-DA MOD**
E Deer Flat and N Meridian Rd. Kuna, ID
Boise-Kuna Irrigation District BK-189 A1, A2, A3, A4 & 189 B, B1
Kuna Canal 128+80
Sec. 13, T2N, R1E, BM.

Doug Hanson:

The United States' Kuna Canal lies within the boundary of the above-mentioned location. The easement for this lateral is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this lateral. We assert the federal easement 40 feet northeasterly and 35 feet southwesterly of the lateral's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (gravel only) within its easements, as this will certainly increase the cost of maintenance. Easements must remain a flat drivable surface. No variances will be granted.

Fencing, gates and pathways (as may be required) must be constructed just off the canal easement, to ensure public safety and prevent encroachments. No variances will be granted.

Please note the appropriate easements on all future preliminary/final plats.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Project facilities and/or easements that parallel and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the lateral is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

Per Idaho Statutes, Title 42, local irrigation/drainage ditches that cross this property, to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractor.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a full-size hard copy of the irrigation and drainage plans.

Whereas this property lies within the Boise-Kuna Irrigation District it is important that representatives of this development contact the BKID office as soon as possible to discuss the pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.

Boise Project Board of Control must receive a written response from the Boise-Kuna Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

Prior to any construction being done next to or within the easements listed previously, the contractor and/or developer must contact our Division 2 watermaster at 208-342-5086.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc:	Kevin Reeves	Watermaster, Div; 2 BPBC
	Alicia Flavel	Secretary – Treasurer, BKID
	File	

CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

Return to:
- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☐ Meridian
- ☒ Kuna
- ☐ Star

Rezone/OTD # _____

Conditional/Accessory Use # 24-01-CPF / 22-02-PA MOD

Preliminary / Final / Short Plat _____

Development Name/Section Lamp District CDH File # _____

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____

☐ 5. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☒ 6. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☒ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☒ central water
☐ individual sewage ☐ individual water

☒ 7. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☒ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☒ central water

☒ 8. Infiltration beds for storm water disposal are considered shallow injection wells. If they are not in the City of Boise or ACHD right-of-way, an application and fee per well, vicinity map and construction plans must be submitted to CDH.

☐ 9. If restroom or plumbing facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 10. An accessory use application, fee, detailed site plan and floor plans must be submitted to CDH for review.

☐ 11. Land development application, fee per lot, test holes and full engineering report is required.

☐ 12. CDH makes no guarantee a septic permit will be issued on the split off lot. A speculative site evaluation is recommended.

☐ 13. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store

☐ 14. _____

_____

_____

_____ Reviewed By: Rob Bach Date: 8/21/24

1445 N. Orchard St.
Boise ID 83706 • (208) 373-0550

Brad Little, Governor
Jess Byrne, Director

August 30, 2024

Doug Hanson, Planning and Zoning Director
City of Kuna
751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov

Subject: Case No. 24-01-CPF, 22-02-DA / MOD LAMP DISTRICT

Dear Mr. Hanson:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: *https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/*.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. **AIR QUALITY**
   - Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

     For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

   - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

     For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.

- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Multi-Sector General Permit from DEQ may be required for facilities that have an allowable discharge of stormwater or authorized non-storm water associated with the primary industrial activity and co-located industrial activity.

  For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.

- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.

- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html

- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

  For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Rebecca Blankenau, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Aaron Scheff
Regional Administrator

c:
2021AEK

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

September 4, 2024

Doug Hanson
City of Kuna P&Z Director
751 W 4th St
Kuna, ID 83634

VIA EMAIL

Development Application	**24-01-CPF, 22-02-DA MOD**
Project Name	**Lamp District**
Project Location	NE Corner of N Meridian Rd & E Deer Flat Rd
Project Description	Plat Consolidation
Applicant	Riley Planning Services LLC

The Idaho Transportation Department (ITD) reviewed the referenced application(s) and has the following comments:

1. This project abuts the State Highway System (SH-69).
2. ITD does not have any concerns with the proposed CPF & DA MOD applications. ITD will not require any traffic studies for this development. However, per the applicant's application package, a TIS will be required as development occurs.
3. ITD encourages the applicant to reach out during the application process if there are any questions or concerns regarding future access plans.

If you have any questions, you may contact me at 208-334-8377.

Sincerely,

Kendra Conder

Kendra Conder
Development Services Coordinator
Kendra.conder@itd.idaho.gov

CASE NO. 24-06-AN (ANNEXATION)

KUNA RURAL FIRE DISTRICT STATION NO. 2

Planner: Doug Hanson
dhanson@kunaid.gov
208-287-1771

ALL APPLICATION MATERIALS: 24-06-AN KUNA RURAL FIRE DISTRICT STATION NO. 2

If you require assistance accessing the application materials through the link provided above or would like to review the application materials in person at City Hall please contact the assigned planner.

DEVELOPMENT SERVICES
KUNA
IDAHO

CITY OF KUNA:
CITY COUNCIL
STAFF REPORT

City of Kuna City Council Staff Report

Entitlements Requested:	Subdivision	Rezone	Annexation	Special Use	Planned Unit Development	Other
Title:	Kuna Rural Fire District Station No. 2		Application Number:		24-06-AN	
Date:	1/21/2025		Staff Contact:		Doug Hanson	
Owner(s):	Kuna Rural Fire District		Owner Contact:		tlawrence@kunafire.com	
Applicant:	Same		Applicant Contact:		Same	

Purpose

Applicant requests annexation with a P (Public) zone for the Kuna Fire District (KRFD) Station No. 2. The site is located at 2021 W Kuna Road within SEC 27, T2N, R1W.

Statement of Fact	
Parcel Number(s):	R7321001020
Future Land Use Map Designation:	Medium density Residential
Existing Land Use:	Ag
Current Zoning:	RUT (Rural Uran Transition) – Ada County
Proposed Zoning:	P (Public)
Development Area:	2 acres
Adjacent Zoning Districts:	**North:** R-6 (Medium Density Residential); **East:** RUT (Rural Urban Transition); **South:** RUT (Rural Urban Transition); **West:** RUT (Rural Urban Transition)
Adjacent Street(s) Existing & Proposed:	**North:** W Kuna Road (Existing); **East:** N/A; **South:** N/A; **West:** N/A
Internal Street(s) Existing & Proposed:	N/A
Adjacent Bike/Pedestrian Facilities:	N/A
Adjacent Parks:	N/A
Land Dedication Requirements:	N/A

Comprehensive Plan and Future Land Use Map Analysis

The Comprehensive Plan identifies the subject property as Medium Density Residential. The site is located along W Kuna Road and is identified within the comp plan as an entryway corridor. The proposed fire station location south of the Union Pacific Railroad tracks will improve emergency response time (2.F.1.c.).

Staff Analysis

The applicant requests a P (Public) zone for the Kuna Fire District Station No. 2. The site is located at 2021 W Kuna Road.

If the annexation is approved KRFD will return with a design review application for the building, parking lot, and landscaping.

Upon staff review the proposed application meets the requirements of Idaho Code, the Comprehensive Plan and City Code.

Recommended Conditions of Approval

Standard Conditions

1. The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
   a. The City Engineer shall approve the sewer connections.
   b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
   c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties."
   d. The Kuna 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.
   e. The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
   f. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s).
   g. All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 5-9-4.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).
5. It is the responsibility of the Developer or his Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.
6. The Developer/Owner/Applicant, and/or any future assigns having an interest in the subject property, shall fully comply with all Conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.
7. Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
8. Developer/Owner/Applicant shall comply with all local, state, and federal laws.

KUNA RURAL FIRE DISTRICT
EST. 1951

T.J. LAWRENCE
FIRE CHIEF
150 W BOISE ST/PO BOX 607
KUNA, ID 83634
PHONE: (208) 922-1144
CELL: (208) 870-3057
TLAWRENCE@KUNAFIRE.COM

September 12, 2024

SUBJECT: Kuna Rural Fire District Annexation Request

The intent of annexation for parcel R7321001020 is for the build of Kuna Fire Station #2. A recorded gift deed is on file for the 2.0-acre parcel. Current land use is agricultural zoned RU7 we would propose public zoning. The proposed property would utilize City water, sewer, and pressurized irrigation.

A Fire Station in this location will greatly enhance our service to the citizens of Kuna putting the railroad tracks between Station #1 and Station #2 which ultimately will reduce response times to emergencies in South Kuna.

Annexation will comply with the requirements found in Idaho Code 50-222

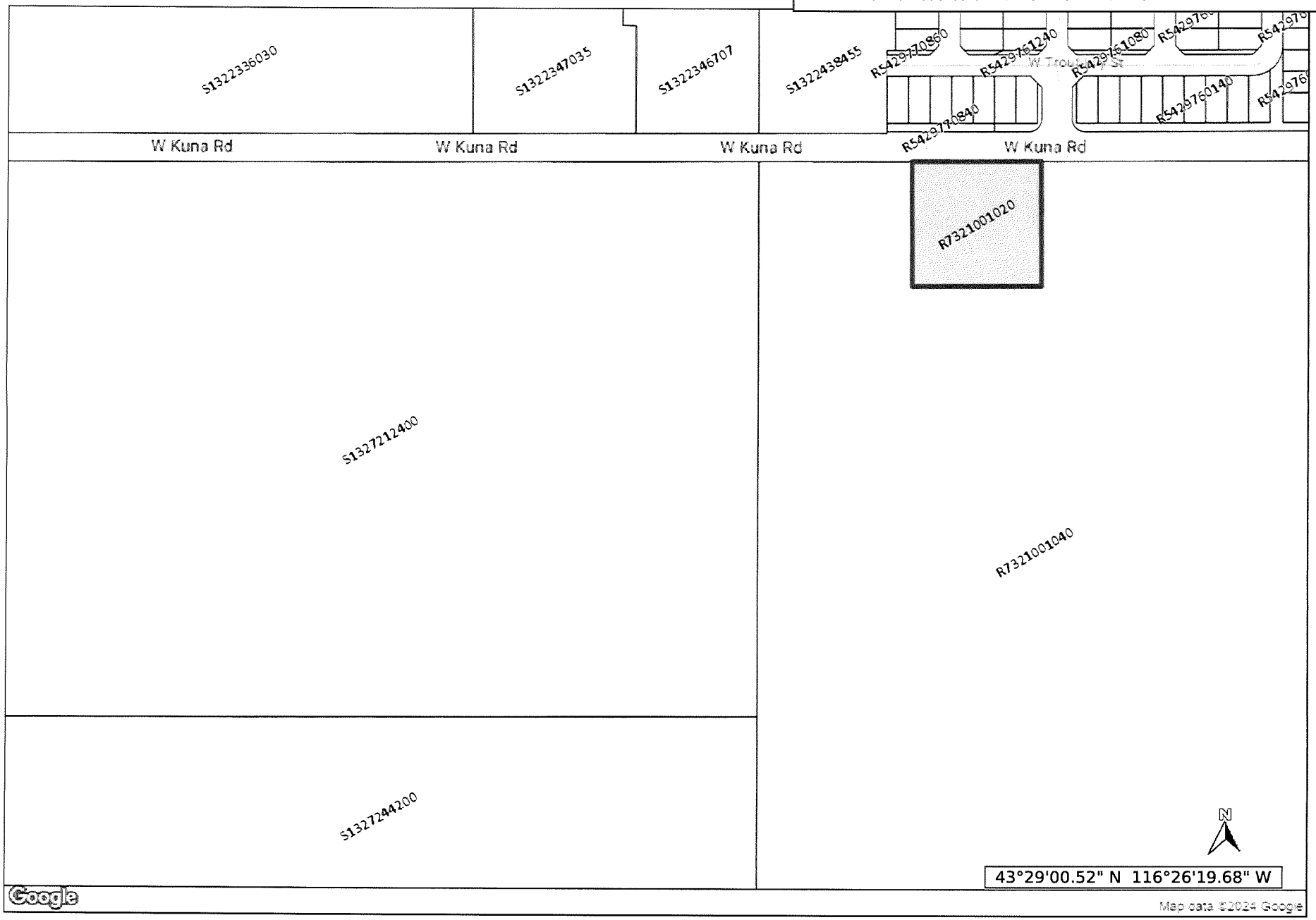
I appreciate your consideration.

Respectfully,

T.J. Lawrence
Fire Chief
Kuna Rural Fire District

landproDATA PDF

This map/document is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area or any other facts related to the land shown hereon.



Jul 12, 2024 - landproDATA.com
Scale: 1 inch approx 300 feet

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

ADA COUNTY DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300 PHONE (208) 287-7900
https://adacounty.id.gov/developmentservices FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

October 25, 2024

Doug Hanson
Kuna City Planning Department
PO Box 13
Kuna, ID 83634

RE: 24-06-AN / Parcel No R7321001020 / KRFD Station No 2 Annexation and Rezone

Jessica,

The City of Kuna has requested feedback regarding the proposed annexation and rezone from RUT (Rural Urban Transition) to P (Public), located on Parcel No R7321001020, generally located south of Kuna Road and west of Ten Mile Road.

Ada County supports the annexation due to its compliance with the Kuna Comprehensive Plan, as adopted by the County, which designates the site as *Medium Density Residential*. However, the proposed P, (Public) zone, which is to accommodate the placement of public or quasi-public facilities such as schools, parks, greenbelts, cemeteries, post offices, fire stations, administrative and cultural buildings that are necessary to the community's advancement, will allow for better accessibility to the community south of the railroad tracks. The site is contiguous to the City of Kuna along the north and east boundaries. Therefore, the application complies with the following Kuna Comprehensive Plan goals and objectives regarding providing emergency services to meet the needs of Kuna residents, supporting the increase in emergency services, and the future construction of a new facility.

Goal 2.F Provide public safety and emergency services (Police, Fire, Ambulance).

Objective 2.F.1. Provide safety and emergency services that meet the need of all Kuna residents.

Goal 2.F.1.a. Plan for future growth and ensure funding and resources are available to increase emergency response staff and construct capital projects.

Goal 2.F.1.c. Support the Kuna Rural Fire District in locating sites for construction of new facilities necessary to retain or improve emergency response time.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

Alexis Pickering, President
Miranda Gold, Vice-President
Jim Hansen, Commissioner
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

Date: November 5, 2024 DRAFT

To: Kuna Rural Fire District

Staff Contact: Sam Standal, Assistant Traffic Engineer

Project Description: R&A for Kuna Rural Fire Station 2

Proposed Development Meets	
All ACHD Policies	X
Requires Revisions to meet ACHD Policies	

Traffic Impact Study	
Yes	
No	X
If yes, is mitigation required	

Area Roadway Level of Service	
Do area roadways meet ACHD's LOS Planning Thresholds?	
Yes	X
No	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?	
Yes	X
No	

ACHD Planned Improvements	
IFYWP	X
CIP	

Livable Street Performance Measures	
Pedestrian	LTS4
Cyclist	LTS4

Is Transit Available?	
Yes	
No	X

Comments:

Development Services Department

Project/File: **Kuna Rural Fire Station / KUNA24-0012 / 24-06-AN**
This is an annexation and rezone application to change a 2.0 acre parcel from RUT (agricultural) to P (public) to allow for the construction of a new fire station.

Lead Agency: City of Kuna

Site address: W Kuna Road

Staff Approval: November 5, 2024 DRAFT

Applicant: Kuna Rural Fire District
150 W Boise St
Kuna, ID 83634

Representative: TJ Lawrence
3065 W Granny Smith Street
Kuna, ID 83634

Staff Contact: Sam Standal, Assistant Traffic Engineer
Phone: 208-387-6384
E-mail: sstandal@achdidaho.org

Report Summary:

ACHD Planned Improvements 2
Level of Service Planning Thresholds 2
A. Site Specific Conditions of Approval 3
B. Vicinity Map 4
C. Site Plan 5
D. Findings for Consideration 6
E. Policy 6
F. Standard Conditions of Approval 10
G. Conclusions of Law 11
Request for Appeal of Staff Decision 12

ACHD Planned Improvements

1. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
   - Avalon Street is scheduled in the IFYWP for pedestrian and safety improvements from Ten Mile Road to School Avenue at a future date.

Level of Service Planning Thresholds

1. **Condition of Area Roadways**

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Kuna Road	303-feet	Minor Arterial	319	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

2. **Average Daily Traffic Count (VDT)**

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Kuna Road east of Black Cat Road was 6,054 on March 20, 2024.

A. Site Specific Conditions of Approval

This application is for annexation and rezone only. Listed below are some findings for consideration that the District may identify when it reviews a future development application. The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

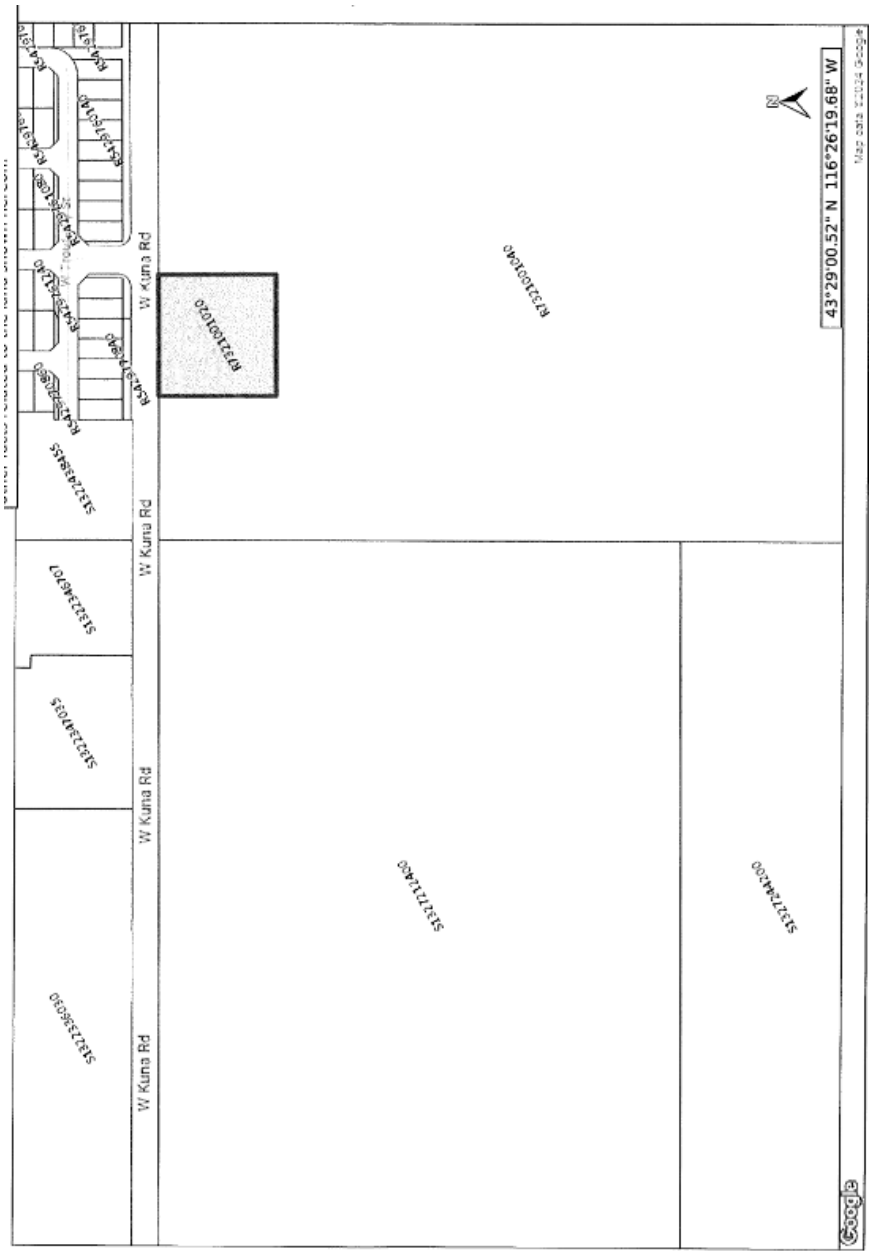
2. There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

3. Comply with all Standard Conditions of Approval.

B. Vicinity Map



C. Site Plan


43°29'00.52" N 116°26'19.68" W
W Kuna Rd
W Kuna Rd
W Kuna Rd
W Kuna Rd
N
Google

D. Findings for Consideration

1. Emergency Signal

The applicant is not proposing an emergency signal for the fire station as part of this application. However, if an emergency signal is desired in the future, then all cost associated with the installation of the signal should be borne by the applicant. This includes, but is not limited to design, construction, and hardware. Additionally, the applicant would need to enter into a signal agreement with ACHD and submit plans for review and approval.

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2. Kuna Road

a. **Existing Conditions:** Kuna Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. There is 66-feet of right-of-way for Kuna Road (32-feet from centerline).

b. **Applicant Proposal:** The applicant did not provide a detailed site plan.

c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should be required to improve Kuna Road to meet the District policies on pages 7-9.

3. Driveways

3.1 Kuna Road

a. **Existing Conditions:** There are no existing driveways from the site onto Kuna Road.

b. **Applicant's Proposal:** The applicant did not provide a detailed site plan.

c. **Staff Comments/Recommendations:** As part of a future development application, the applicant should be required to improve Kuna Road to meet the District policies on page 9.

E. Policy

1. Federal Accessibility Design Guidelines and Standards

District policy 7203.1.1 states that developers shall follow the current version of the U.S. Access Board's Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), 36 CFR Part 1190, September 7, 2023; (Also see, https//www.access-board.gov/prowag and https//www.access-board.gov/files/prowag/planning-and-design-for-alternatives.pdf for additional information).

2. Minor Improvements

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing Highways adjacent to a proposed development may be required. These needed transportation facilities are to correct deficiencies or replace deteriorated facilities. Included are sidewalk and/or bike lane construction or replacement (with physical buffers if missing and needed); construction of transitional sidewalk segments; crosswalk construction or replacement; curb and gutter construction or replacement; repair, replacement or expansion of curb extensions; replacement of unused driveways with curb, gutter, sidewalk, repair or addition of traffic calming or speed mitigation features; installation or reconstruction of pedestrian ramps; pavement repairs; signs, motor vehicle, pedestrian and bicycle traffic control devices; and other similar items. The current version of PROWAG will determine the applicable accessibility requirements for alterations and elements added to existing streets. ACHD staff is responsible for identifying the minor improvements that would be proportionate to the size and complexity of the development.

3. Livable Street Performance Measures

District policy 7203.8 states that ACHD has adopted performance measures (level of stress) for evaluating the experience of bicyclists and pedestrians. ACHD seeks to create a transportation network that serves all ages and abilities. Bike and pedestrian facilities built through development

should achieve a bike and pedestrian level of traffic stress 1 or 2, with no new bike lane below a minimum of 5-feet.

4. Kuna Road

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets. Improvements shall include transitional segments in accordance with the current version of PROWAG.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map, Livable Streets Design Guide, and the most current ACHD Livable Streets Performance Measures Plan as adopted by the ACHD Commission. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 37-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, and a continuous center left-turn lane, and curbs and gutters. A 3-lane road shall also include a minimum 10-foot wide multi-use path on both sides with at 8-foot wide buffer from back-of-curb. Other bike facility treatments as defined in the ACHD Bike Master plan may be approved at the discretion of the ACHD Development Review Supervisor. If an interim on-street bike lane is required in order to connect to existing facilities, the street section shall be 53-feet to allow for a 5-foot wide bike lane and 3-foot wide painted buffer. Landscaped medians with intermittent turn lanes may be allowed when a minimum of 20-feet of pavement on both sides of the median is provided.

If a landscaped median is included in any of these cross sections, the landscaping shall be maintained by license agreement with the adjacent HOA, property owner, or by interagency agreement with the corresponding land use jurisdiction.

At the discretion of Traffic Engineering staff, adjustments may be made to the street section, including removal of the continuous center turn lanes or modification to lane widths, where no driveways or intersections are present or to ensure adequate space for pathway and buffers.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Pedestrian Facilities: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide are required on both sides of all arterial streets. A parkway strip at least 8-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Alternatively, on roadways identified for improvement in the Capital Improvement Plan, a minimum 10-foot wide multi-use path may be required. The path shall be placed in accordance with planned buildout in the Master Street Map with a minimum 8-foot wide planter strip as measured to the closest edge of the path. Street trees are encouraged between the pedestrian facility and the roadway when irrigation and maintenance will occur by the adjacent property owner or HOA through an approved license agreement. Consult the District's planter width policy if trees are to be placed within the parkway strip. In some instances, to match existing conditions, a minimum 7-foot wide sidewalk may be constructed next to the back-of-curb. ACHD Development

Review staff will be responsible for determining the required facility. Vertical hardscape alternatives to street trees may be considered in the buffer space when street trees are not practicable.

Detached sidewalks and multi-use paths are encouraged and should be parallel to the adjacent roadway. Pedestrian facilities will only be allowed to deviate from a straight line parallel to the roadway when authorized by Development Review staff to accommodate site specific conditions (i.e., street trees, utilities, etc.).

Appropriate easements shall be provided if public pedestrian facilities are placed out of the right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the pedestrian facility. Pedestrian facilities shall either be located wholly within the public right-of-way or wholly within an easement.

Curb ramps or blended transitions shall be provided to connect the pedestrian access route at each pedestrian street crossing in accordance with the current version of PROWAG. Provide detectable warning surface in accordance with the current version of PROWAG.

Roadways Outside City's Area of Impact: District Policy 7205.2 states that if a proposed development abuts a paved road outside a City's area of impact, the District may consider waiving the requirement to construct sidewalk or multi-use path along the arterial roadway. If this waiver is granted by a Development Services Supervisor, other requirements may be established to accommodate pedestrians and non-motorized travel.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Kuna Road is designated in the MSM as a minor arterial with 3-lanes and on-street bike lanes, a 37-foot street section within 78-feet of right-of-way.

5. Driveways

5.1 Kuna Road

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 50 MPH to align or offset a minimum of 425-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

6. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

7. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

8. Pathway Crossings: United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

F. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), ISPWC, or ACHD requirements . The applicant's engineer should provide documentation of compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property, which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

G. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

Request for Appeal of Staff Decision

To request an appeal of a staff level decision, see District policy 7101.6.7 at https://www.achdidaho.org/home/showpublisheddocument/452/638243231708370000

Request for Reconsideration of Commission Action

To request reconsideration of a Commission Action, see District policy 1006.11 at https://www.achdidaho.org/home/showpublisheddocument/452/638243231708370000

FRED BUTLER
CHAIRMAN OF THE BOARD

RICHARD MURGOITIO
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

RECEIVED
OCT 30 2024
CITY OF KUNA

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

28 October 2024

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

RE: Kuna Rural Fire District — **24-06-AN**
2021 W Kuna Rd. Kuna 83634
Boise-Kuna Irrigation District — BK-1310A
Leonard Lateral 53+70
Sec. 27, T2N, R1W, BM.

Doug Hanson:

There are no Boise Project or Boise-Kuna Irrigation District facilities located on the above-mentioned property, however it does in fact possess a valid water right.

Per Idaho Statutes, Title 42, local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractors.

.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr
cc: Ray Moore — Watermaster, Div.; 3 BPBC
Alicia Flavel — Secretary – Treasurer, BKID
File

Doug Hanson

From: Kendra Conder <Kendra.Conder@itd.idaho.gov>
Sent: Tuesday, October 22, 2024 1:48 PM
To: Doug Hanson
Subject: 24-06-AN KUNA RURAL FIRE DISTRICT STATION NO. 2

Good Afternoon Doug,

ITD has reviewed the application transmittal for 24-06-AN KUNA RURAL FIRE DISTRICT STATION NO. 2 and does not have any comments or concerns.

Thank you,

Kendra Conder
District 3 | Development Services Coordinator
Idaho Transportation Department
Office: 208-334-8377
Cell: 208-972-3190



RESOLUTION NO. R09-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY OF KUNA, IDAHO, REPEALING AND REPLACING CITY OF KUNA PLANNING & ZONING DEPARTMENT & BUILDING DEPARTMENT FEES; ADOPTING NEW FEE SCHEDULES FOR THE CITY OF KUNA PLANNING & ZONING DEPARTMENT AND BUILDING DEPARTMENT, ESTABLISHING A NEW FEE FOR THE CITY OF KUNA PARKS DEPARTMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna Planning & Zoning, Building Department, and Parks Department Fee Schedules, marked **"Exhibit A"** and attached to this Resolution, include new fees and increase other fees previously set by the City Council; and

WHEREAS, a public hearing, properly noticed under the provisions of Idaho Code § 63-1311A, was held on January 21, 2025, to consider the City of Kuna Planning & Zoning Department, Building Department, and Parks Department Fee Schedules marked **"Exhibit A"** and attached to this Resolution; and

WHEREAS, the City Council has determined that the City of Kuna Planning & Zoning, Building Department, and Parks Department Fee Schedules, marked **"Exhibit A"** and attached to this Resolution, will establish fees for City services which are fair and reasonably related to, but do not exceed the cost to the City, and that said services would otherwise be funded by property tax revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: The City of Kuna Planning and Zoning, Building Department, and Parks Department Fee Schedules, as set forth in **"EXHIBIT A"** attached hereto and by this reference incorporated herein as if set forth at length, are hereby approved.

Section 2: These approved fees as set forth in **"EXHIBIT A"** shall be effective January 22, 2025 and charged and collected by the applicable City of Kuna Department.

Section 3: All fees as established by earlier resolutions that are in conflict with the new fees as set forth in **"EXHIBIT A"** are hereby repealed.

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of January, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January, 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

Exhibit A
Fee Schedules

Application Type	Fee	Resolution
Planning & Zoning		
Administrative Determination	$169	R74-2023A
Annexation or De-Annexation	$1,465 + $34 per acre	R74-2023A
Appeal Request	$394	R74-2023A
City Ordinance Text Amendment	$901	R74-2023A
Comprehensive Plan Amendment	$2,253	R74-2023A
Comprehensive Plan Text Amendment	$1,690	R74-2023A
Conditions of Approval Amendment	$451	R74-2023A
Design Review		
Architectural - Multi-Family	$451 + $11 per unit	R74-2023A
Architectural - Office, Commercial, Industrial	$451 + $11 per square foot	R74-2023A
Open Space, Common Areas, Parking	$282 + $23 per acre	R74-2023A
Façade Change	$50	R09-2025
Design Review Inspection		
Building	$169	R74-2023A
Landscape	$169	R74-2023A
Re-inspection	$68	R74-2023A
Tenant	$113	R74-2023A
Development Agreement	$394	R74-2023A
Attorney Review Fee (per hour)	$225 per hour (invoiced prior to public hearing)	R74-2023A
Development Agreement Modification	$451	R74-2023A
Attorney Review Fee (per hour)	$225 per hour (invoiced prior to public hearing)	R74-2023A
Lot Line Adjustment	$270	R09-2025
Lot Split	$270	R09-2025
Manufactured Home or Mobile Home Park	$1,577	R74-2023A
Map Printout		
11"x17" (black and white)	$3	R74-2023A

11"x17" (color)	$4	R74-2023A
Large (over 11"x17")	$23	R74-2023A
Neighborhood Mailing List Labels	$23	R74-2023A
Planned Unit Development	$901 + $28 per lot	R74-2023A
Rezone	$1,296	R74-2023A
Sign	$96	R74-2023A
Modification	$56	R74-2023A
Variance	$56	R74-2023A
Special Use Permit	$1,014	R74-2023A
Modification	$451	R09-2025
Accessory Dwelling Unit	$394	R09-2025
Home Occupation	$394	R74-2023A
Subdivision		
Preliminary Plat	$1,555 + $28 per lot	R74-2023A
Preliminary and Final Plat (Combination)	$1,521	R74-2023A
Final Plat	$394 + $28 per lot	R74-2023A
Plat Amendment	$451	R74-2023A
Time Extension, Director	$270	R09-2025
Time Extension, Council	$338	R74-2023A
Subdivision Name Change	$25	R09-2025
Vacation	$451	R74-2023A
Variance	$676	R74-2023A
Waiver Request	$113	R74-2023A
Zoning Verification Letter	$13	R09-2025

Building Fees		
Residential Building Permit Submittal Fee	$70	R74-2023A
Residential Structural Plan Review Fee	$65 per hour, 1 hour minimum	R09-2025
Commercial Building Permit Submittal Fee	$200	R74-2023A
Commercial Structural/Mechanical Plan Review Fee	$150 per hour, 1 hour minimum	R09-2025
Change of Occupancy	$100, includes inspection	R09-2025
Temporary Certificate of Occupancy	$40	
Residential/Commercial Building Permit Fee per Project Value Table Approved in R74-2023A		R74-2023A
Courtesy Inspection Fee: per hour (applies to Building & MEP)	$65	R74-2023A
Building Permit Modification	$100	R74-2023A
Demolition Permit Fee	$30	

Moving/Placing Mobile Home Submittal Fee	$70	R09-2025
Moving/Placing Mobile Home Inspection Fee	$65	R09-2025
Footing/Foundation/Patio Cover Only Permit		
Total Valuation <= $2000	$65	
Total Valuation > $2,000 and <= $25,000	$65 + $11.35 for each additional $1,000 or fraction thereof (up to and including $25,000) over $2,000	
Total Valuation > $25,000 and <= $50,000	$321.46 + $7.20 for each additional $1,000 or fraction thereof (up to and including $50,000) over $25,000	
Total Valuation > $50,000 and <= $100,000	$499.65 + $5.15 for each additional $1,000 or fraction thereof (up to and including $100,000) over $50,000	
Total Valuation > $100,000	$756.15 + $4.15 for each additional $1,000 or fraction thereof over $100,000	
Residential Fence Application Fee	$25	R74-2023A
RES Check	$25	R74-2023A
Re-Inspection Fee	$65.00 each (after each failed attempt)	R57-2021
Fine for Covering Without Inspection	$50	
Reinstatement Fee: Patio/Fence	$65	
Reinstatement Fee: Residential/Commercial	$150	
Mechanical Fees:		
New Residential Mechanical	$93.00	R57-2021
New Residential Mechanical w/ Fire Place	$128.00	R57-2021
New Residential Mechanical Additional Furnace/Fire Place	$93.00	
Existing Residential Permit ~~Fees:~~ Base Permit Fee	$100	R74-2023A
Existing Residential Installations:		
Mechanical Equipment Fee + $15 per additional appliance	$30	R74-2023A

Exhaust duct or ventilation duct Fee + $5 per additional duct	$15	R74-2023A
Gas Piping Fee per appliance outlet	$5	R74-2023A
Hydronic Heating	$5 per zone	R74-2023A
Multi-Family & Commercial Mechanical Fee per Project Value Table Approved in R74-2023A		R74-2023A
Plumbing Fees:		
New Single-Family Dwelling: Includes all buildings with plumbing being constructed on each property, based on living space, which is defined as space within a dwelling unit intended for human habitation which may reasonably be utilized for sleeping, eating, cooking, bathing washing, recreation and sanitation purposes. An unfinished basement is considered a part of the living space.		
Up to 1,500 sq. ft.	$130	R74-2023A
1,501 to 2,500 sq. ft.	$195	R74-2023A
2,501 to 3,500 sq. ft.	$260	R74-2023A
3,501 to 4,500 sq. ft.	$325	R74-2023A
Over 4,500 sq. ft.	$325 + $65 per additional 1,000 sq. ft.	R74-2023A
Commercial Plan Review Fee:		
Up to 10,000 sq. ft.	$200	R09-2025
10,001 to 1000,000 sq. ft.	$400	R09-2025
Over 100,001 sq. ft.	$600	R09-2025
New Multi-Family Dwelling:		
Duplex Apartment on Condominium	$260	R74-2023A
Tri-Plex or more Multi-Family Units	$130 per building + $65 per unit	R74-2023A
Existing Residence	$65	R74-2023A
+$10 per additional fixture up to a maximum of the corresponding sq. ft of the building.	Variable	R74-2023A
Detached Shop/Accessory Building	$65	R74-2023A
+$10 per additional fixture up to a maximum of the corresponding sq. ft of the building.	Variable	R74-2023A
Sewer and Water Fees:		
Sewer Line	$65	R74-2023A
Water Line	$65	R74-2023A
Sewer & Water	$65	R74-2023A
Backflow Device	$65	R74-2023A
Modular, Manufactured or Mobile Home	$65	R74-2023A
Water Heater Replacement Fee: per occurrence/tankless heater requires Mechanical Permit for Venting & Gas Piping	$65	R74-2023A

Water Conditioning Equipment	$65	R74-2023A
Plumbing Reinspection Fee	$65.00 each (after each failed attempt)	R57-2021
Commercial/Industrial Plumbing Permit Fee per Value Table Approved in R74-2023A		R74-2023A
Electrical Fees:		
Temporary Construction Services Only	$65, 200 amp or less, one location	R74-2023A
New Single-Family Dwelling: Includes all buildings with wiring being constructed on each property, based on living space, based on living space, which is defined as space within a dwelling unit intended for human habitation which may reasonably be utilized for sleeping, eating, cooking, bathing, washing, recreation and sanitation purposes. An unfinished basement is considered a part of the living space.		
Up to 1,500 sq. ft.	$130	R74-2023A
1,501 to 2,500 sq. ft.	$195	R74-2023A
2,501 to 3,500 sq. ft.	$260	R74-2023A
3,501 to 4,500 sq. ft.	$325	R74-2023A
Over 4,500 sq. ft.	$325 + $65 per additional 1,000 sq. ft.	R74-2023A
Commercial Plan Review Fee:		
Up to 10,000 sq. ft.	$200	R09-2025
10,001 to 1000,000 sq. ft.	$400	R09-2025
Over 100,001 sq. ft.	$600	R09-2025
New Multi Family Dwelling:		
Duplex Apartment or Condominium	$260	R74-2023A
Tri-Plex or more Multi-Family Units + per building + $65 per unit	$130	R74-2023A
Existing Residences fee +$10 per additional branch circuit up to the max. of the corresponding sq. ft. of the building	$65	R74-2023A
Detached Shop/Accessory Building fee +$10 per additional branch circuit up to the max. of the corresponding sq. ft. of the building	$65	R74-2023A
Modular, Manufactured or Mobile Home fee +$10 per additional branch circuit up to the max. of the corresponding sq. ft. of the building	$65	R74-2023A
Floor Heating (New or existing)	$65	R74-2023A
Pumps (Water, Irrigation or Sewage):		
Up to 25 HP	$65	R74-2023A
26 HP to 200 HP	$95	R74-2023A

Over 200 HP	$130	R74-2023A
Spas, Hot Tubs, Hydro Massage Tubs	$65	R74-2023A
Swimming Pools: Covers four (4) mandatory inspections with the exception of lighting.	$195	R74-2023A
Signs/Outline Lighting:		
Signs	$65 per sign	R74-2023A
Monument Sign Lighting	$65 per occupancy	R74-2023A
Temporary Amusement fee +$10 per ride, concession or generator	$65	R74-2023A
Irrigation Machine fee +$10 per tower/drive motor	$65	R74-2023A
Requested Inspection	$65 per hour	R74-2023A
Power has been off over 1 year	$65 per hour (excludes contactors)	R74-2023A
Electrical Reinspection Fee	$65.00 each (after each failed attempt)	R57-2021
Commercial/Industrial/Solar Electrical Permit Fee per Value Table Approved in R74-2023A		R74-2023A

Parks and Recreation

Bernie Fisher Park	Number of people	0-25	26-50	51-100	101+	Minimum Rate Per Block	Max Rate Per Block
Bandshell* (10 Tables)	Max Capacity 200	$30	$40	$60	$110	$30	$110
*Electricity	Per time Block	$10	$10	$10	$10	$10	$10
Gazebo* (5 Tables)	Max Capacity 100	$20	$30	$50	N/A	$20	$50
Horseshoe pits (Exclusive)	Both Pits	N/A	N/A	N/A	N/A	$20 Per 2 hours	$20 Per 2 hours

Greenbelt	Number of people	0-25	26-50	51-100	Minimum Rate Per Block	Max Rate Per Block
#1 Rental Location (East Side Near Restroom) *	Max Capacity 100	$20 5 Table	Additional tables may be added	N/A	N/A	N/A
*Electricity (East Side only)	Per time Block	$10	$10	$10	$10	$10
Sand Volleyball Court (Exclusive)	*	N/A	N/A	N/A	$15 Per 2 hours	$15 Per 2 hours
Horseshoe pits (Exclusive)	Per 2 Pits $5 extra for additional 2 pits	N/A	N/A	N/A	$20 Per 2 hours	$25 Per 2 hours (All 4 Pits)
#2 Rental Location (Southside Near Indian Creek)	Max Capacity 100	$20 5 Tables	Additional tables may be added	N/A		

#3 Rental Location (Future location below Skate Park) Location	Max Capacity 100	$20 5 Tables	Additional tables may be added	N/A	N/A	N/A
#4 Rental Location (Future Location below BMX Track)	Max Capacity 100	$20 5 Tables	Additional tables may be added	N/A	N/A	N/A
Pergola East side of Swan Falls (Existing Tables)	Max Capacity 100	$10	Additional tables may be added	N/A	N/A	N/A

Sego Prairie/Nicholson Park	**Capacity**	**Rate Per Block**
Covered Area #1 (2 Tables)	Max Capacity 20	$10
Covered Area #2 (2 Tables)	Max Capacity 20	$10

Stroebel Park	**Block time**	**Rate Per Block**	**Max Per Day**
Pickleball Court #1	60 Minutes	$2.50	1
Pickleball Court #2	60 Minutes	$2.50	1
Pickleball Court #23	60 Minutes	$2.50	1
Pickleball Court #4	60 Minutes	$2.50	1

Helen Zamzow Park	**Per Hour**	**Field Prep (Drag and Chalk)**
Field #1	$10	$20 per game
Field #2	$10	$20 per game
Sadie Creek	**Capacity**	**Rate Per Block**
Covered Area #1 (2 Tables)	Max Capacity 20	$10
Covered Area #2 (2 Tables)	Max Capacity 20	$10
Arbor Ridge	**Capacity**	**Rate Per Block**
Covered Area #1 (2 Tables)	Max Capacity 20	$10
Covered Area #2 (2 Tables)	Max Capacity 20	$10
Butler	**Capacity**	**Rate Per Block**
Covered Area #1 (2 Tables)	Max Capacity 20	$10
Disc Golf Course*	**Number of people**	**Minimum Rate Per Day**
Exclusive Event/tournament (day)		$250
Non-Exclusive Event /Tournament (day)		$75

Non-Exclusive for League play per day		$25
Additional Rental Fees - Per Activity	**Rate**	**Additional Information**
Additional Picnic Tables (seat 6-8)	$30 per 5 tables	
Turf Fee (Bounce house, Canopy, Etc.)	$30	
Bernie Fisher - Special Event Fee includes electricity up to 10 tables with more available with added fee	$150 Per Block	$330 per Day
Green Belt - (Excludes Splashpad & Pergola)		
Behind City Hall		
Special Event with Parking fee (Parking on the Grass)	$200 Per Block	$500 Per Day
Any other Park Special Event Reservation (Includes Arbor/Farm Estates/Nicholson Park/Sadie Creek/Winchester/Behind City Hall/Butler) Special Event Reservation Fee with Driving on Grass Fee	$250 Per Day	
Any other Park Special Event Reservation (Includes Arbor/Farm Estates/Nicholson Park/Sadie Creek/Winchester/Behind City Hall/Butler) Special Event Reservation Fee with NO Driving on Grass/Bounce house Fee	$150 Per Day	
Construction Fencing optional with 2-hour minimum Additional parks personnel for set up, tear down, etc. is an additional hourly rate.	$50 /Hour	

After Hours Permits	Number of people	0-25	26-50	51-100	101+
Fee		$30	$40	$60	$110

Pickleball League	Per Team Price
Singles	$40
Doubles	$60

Adult Softball League	Team Fee	Player Fee
Men’s	$325	$10
Coed	$325	$10

Adult Volleyball League	Team Fee
Coed	$230

21880 593425
1 KUNA, CITY OF

P.O. BOX 13
KUNA, ID 83634

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, in accordance with Idaho Code 63-1311A, the City Council is scheduled to hold a public hearing on **Tuesday, January 21, 2025, at 6:00 PM,** (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, to consider public comment regarding the institution of new or increased Planning and Zoning Fees, Building Fees, and Parks Fees. Information about the proposed changes may be obtained from the office of the Planning & Zoning Director at Kuna City Hall during regular business hours.

Kuna Development Services Department

January 7, 14, 2025
593425

AD# 593425

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO

County of Canyon and Ada

SHARON JESSEN
of the State of Idaho, being of first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Idaho Press-Tribune, a daily newspaper published in the Counties of Canyon and Ada, State of Idaho; that the said newspaper is in general circulation in the said counties of Canyon and Ada, and in the vicinity of Nampa, Caldwell, and Boise, and has been uninterruptedly published in said Counties during a period of seventy -eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper and on IdahoPublicNotices.com 2 times(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement

That said notice was published the following: 01/07/2025, 01/14/2025

SHARON JESSEN
STATE OF IDAHO

On this 14th day of January, in the year of 2025 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Notary Public of Idaho
My commission expires

COLEEN R NIELSEN
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-28-2029
STATE OF IDAHO
COMMISSION NUMBER 70215

MEMO INVOICE

IDAHO PRESS Local News Worth Holding MERIDIAN PRESS
BOISE WEEKLY Emmett Messenger Index

c/o ISj Payment Processing Center
PO Box 1570,
Pocatello,ID 83204
Ph. (208) 465-8129 **Fax:** (907) 452-5054

RECEIVED
JAN 16 2025
CITY OF KUNA

BILLING DATE:	ACCOUNT NO:
01/14/25	21880

1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
593425	PH 1/21/2025	01/07/25	01/14/25	4	$51.40

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, in accordance with Idaho Code 63-1311A, the City Council is scheduled to hold a public hearing on T**uesday, January 21, 2025, at 6:00 PM,** (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, to consider public comment regarding the institution of new or increased Planning and Zoning Fees, Building Fees, and Parks Fees. Information about the proposed changes may be obtained from the office of the Planning & Zoning Director at Kuna City Hall during regular business hours.

Kuna Development Services Department

January 7, 14, 2025
593425

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount:	**$0.00**
Surcharge:	**$0.00**
Credits:	**$0.00**

Gross:**$51.40**
Paid Amount:**$0.00**

Amount Due:**$51.40**

We Appreciate Your Business!

AD# 593425

RESOLUTION NO. R10-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SCOPE OF WORK AND CONTRACT WITH TISCHLERBISE/GALENA FOR IMPACT FEE/CAPITAL IMPROVEMENT PLAN UPDATE FOR POLICE AND PARKS.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with TischlerBise-Galena Consulting to provide impact fee/capital improvement plan update for police and parks in the city of Kuna pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of January 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

TischlerBise
FISCAL | ECONOMIC | PLANNING

Galena
CONSULTING



Proposal for
Development Impact Fee Study

City of Kuna, Idaho

December 17, 2024

Table of Contents

Section A: Cover Letter	1
Section B: Description of Firm	2
Section C: Personnel	4
Section D: Relevant Experience	7
Section E: Project Understanding and Approach	9
Section F: Project Schedule	15
Section G: Fee Schedule	17

Section A: Cover Letter

December 17, 2024

Mr. Nathan Stanley, City Clerk
City of Kuna
751 W 4th Street
Kuna, ID 83634

RE: Proposal for Development Impact Fee Study

Mr. Stanely:

TischlerBiseGalena is pleased to submit the enclosed proposal to prepare an updated Development Impact Fee Study for the City of Kuna. This assignment requires a consultant with a unique combination of experience and expertise. We feel that TischlerBiseGalena is ideally suited to undertake this project based on our extensive national and Idaho impact fee experience. There are several points we would like to note that make our qualifications unique:

- **Depth of Experience.** TischlerBiseGalena is the nation's leading impact fee and infrastructure financing consulting firm. We have managed over 1,100 impact fee studies across the country – more than any other firm. More important, the firm's impact fee methodology has never been successfully challenged in a court of law.
- **Idaho Experience.** TischlerBiseGalena has unsurpassed experience preparing impact fee studies and capital improvement plans in the State of Idaho including for the City of Kuna and Kuna Fire District.
- **Community Outreach.** An important component of a successful impact fee program is community support. Our project team has substantial experience developing and managing public outreach and community relations programs associated with impact fees and infrastructure finance.
- **Responsiveness.** As a small firm, we have the flexibility and responsiveness to meet all deadlines of the City's project. **In addition, much of the consulting work on this assignment will take place at our Boise offices.**

We look forward to the possibility of working with the City of Kuna and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,

Colin McAweeney, Western Region Manager
TischlerBiseGalena
999 W Main St Suite 100
Boise, ID 83702
Phone: 208-515-7480
E-mail: colin@tischlerbise.com

Section B: Description of Firm

TischlerBiseGalena is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **1,000 fiscal/economic impact evaluations and over 1,100 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBiseGalena as the leading national expert on revenue enhancement and cost of growth strategies.

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Boise, Idaho. In 2022, Galena Consulting merged with TischlerBise, and as d/b/a TischlerBiseGalena in the State of Idaho. The firm employs eight professional staff and one administrative staff member. The firm maintains two offices and the City's project will be managed out of our Boise office. Our legal addresses are:

Principal Office
L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12
carson@tischlerbise.com

Idaho Office
Colin McAweeney, Western Region Manager
999 West Main Street, Suite 100
Boise, ID 83702
208.515.7480
colin@tischlerbise.com

TischlerBiseGalena consistently exceeds our client's expectations, which is due in large part to the **heavy involvement of our highly skilled principal-level professionals.** We are proud of the fact that most of our clients retain TischlerBiseGalena for return engagements.

Innovation

TischlerBise has been the national leader in advancing the state of the practice as it relates to impact fee calculations. For example, TischlerBise has developed unique methodologies for calculating "progressive" demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer's formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique impact fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones. Using GIS and data from local traffic models, TischlerBise developed an innovative tiered road impact fee methodology to allocate the cost of road improvements by Traffic Analysis Zone (TAZ) based on vehicle miles of travel (VMT). As density and mix of development increase in urban areas, VMT decreases due to shorter trips and more walking, bicycling, and transit use. This results in lower impact fees in areas where communities are attempting to encourage infill development.

Public Engagement Experience

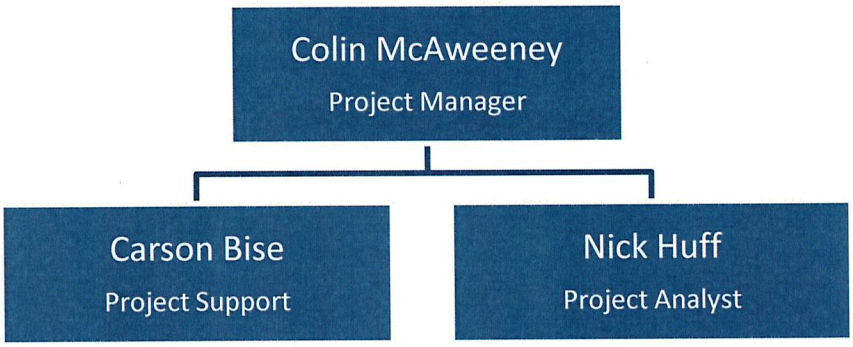
We realize a key element of the City's assignment involves the presentation and dissemination of the impact fee findings to a diverse set of stakeholders. In addition to our vast experience with stakeholder groups as part of our impact fee assignments, TischlerBise has extensive community and public outreach experience as demonstrated by the following examples:

- Three regional forums in California on the fiscal benefits of infill development as part of our engagement with the California Strategic Growth Council.
- Regional forums to engage the public in a discussion on the Delaware Valley Region's economic and fiscal future.
- A series of community growth management forums in Manatee County, Florida.
- A one-day, two part public forum (Conversation on Growth) for Ada County, Idaho. https://adacounty.id.gov/commissioners/coordinated-growth/coordinated-growth-for-ada-county-conversations/
- Two-day workshop on the fiscal implications of growth for COMPASS. https://www.youtube.com/watch?v=nTj5xNU3lWM https://www.youtube.com/watch?v=8tiYpeFCXDo https://www.youtube.com/watch?v=q4A-F8SVB2E
- A one-day workshop about evaluation of fiscal and economic impacts and their use in decision-making.
- Multiple State level workshops to identify economic development goals and aspirations as part of land use planning studies.
- A public conference focused on sustainable strategies for suburban communities facing demographic shifts, changing housing preferences and growing infrastructure costs.
- Extensive experience conducting one-on-one meetings with representatives of the private sector, related to conducting market assessments and development trends.

Section C: Personnel

Project Team

To successfully navigate through the City's impact fee study, the successful consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving the land use, affordable housing, and economic development policy goals. **Our Project Team for this assignment includes our most senior and experienced impact fee professionals.** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve the City. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team.



Colin McAweeney, Western Region Manager, will serve as Project Manager for this assignment. Mr. McAweeney has been with TischlerBise for ten years and is the Project Manager for our Idaho assignments. Mr. McAweeney heads our Boise office and has prepared over 30 impact fee studies in Idaho.

Carson Bise, AICP, President of TischlerBise, will serve as project oversight. In this role, Mr. Bise will coordinate our Project Team's interaction with the City to ensure that all work is completed properly, on time, and within budget. He will work closely with Mr. McAweeney and Mr. Huff, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Nick Huff, Fiscal/Economic Analyst at the Boise, Idaho office. Mr. Huff has been with TischlerBise for two years and has a background before joining TischlerBise in the banking/finance industry.

Project Team Resumes

Colin McAweeney, Western Region Manager

Colin McAweeney is the Idaho Practice Leader and manages the Boise, Idaho office, with specialties in finance and economic development planning. Mr. McAweeney is an industry expert regarding the intersection of land use planning and municipal finance. His expertise ranges from project-level impact analysis to regional fiscal model design and programming. Additionally, McAweeney has completed impact fee and user fee studies in 50+ communities and presented at local- and state-level conferences. Mr. McAweeney co-authored a contribution to the Journal of Comparative Urban Law and Policy, "The Evolution of Fiscal Impact Analysis and Where it Needs to Go." Prior to joining TischlerBise, he finished his master's degree with a thesis surrounding the urban aspects that attract investment. Before pursuing his M.S., Mr.

McAweeney worked in the finance sector for several years where he became familiar with financial markets and business financing.

EDUCATION

M.S., Urban Management and Development, Erasmus University Rotterdam
B.S., Economics with an emphasis on Mathematics, University of Wisconsin – Madison

IDAHO IMPACT FEE EXPERIENCE

- Ada County, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Burley, Idaho - *Capital Improvement Plan and Impact Fee Study*
- Community Planning Association of Southwest Idaho – *Fiscal Impact Model*
- Eagle, Idaho – *Fiscal Impact Model*
- Driggs, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Kellogg, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Kootenai County, Idaho - *Capital Improvement Plan and Impact Fee Study*
- Idaho Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Idaho Falls, Idaho – *Fiscal Impact Model*
- McCall, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Melba Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Middleton, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Middleton Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Nampa, Idaho - *Capital Improvement Plan and Impact Fee Study*
- North Ada Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Parma Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Payette County, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Post Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Sagle Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Sandpoint, Idaho - *Capital Improvement Plan and Impact Fee Study*
- Star Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- St. Maries Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Teton County - *Capital Improvement Plan and Impact Fee Stud*
- Victor, Idaho – *Capital Improvement Plan and Impact Fee Study*

L. Carson Bise, II, AICP, President

Carson Bise has thirty years of fiscal, economic, and planning experience and has conducted fiscal and infrastructure finance evaluations in forty states. Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies. In his seven years as a planner at the local government level, he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise is currently

on the Board of Directors of the Growth and Infrastructure Finance Consortium and recently Chaired the APA's Paying for Growth Task Force. He is also an Affiliate of the National Center for Smart Growth Research & Education.

EDUCATION

M.B.A., Economics, Shenandoah University
Bachelor of Science, Geography/Urban Planning, East Tennessee State University
Bachelor of Science, Political Science/Urban Studies, East Tennessee State University

IDAHO IMPACT FEE EXPERIENCE

- Blaine County, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Donnelly, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Donnelly Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Donnelly, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Elmore County, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Idaho Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Kellogg, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Kuna, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Middleton, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Middleton Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Parma Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Payette County, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Post Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Teton County Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Victor, Idaho – *Capital Improvement Plan and Impact Fee Study*

Nick Huff, Fiscal/Economic Analyst

Nick Huff is a Fiscal and Economic analyst at TischlerBise in the Boise, Idaho office, specializing in impact fee studies, feasibility studies, and fiscal impact analysis. While at TischlerBise, Mr. Huff has completed impact fee studies in 20+ communities across several states. Prior to joining TischlerBise, Mr. Huff worked in the banking and finance sector with a focus on credit and portfolio analysis.

EDUCATION

B.S., Finance, Boise State University

IDAHO IMPACT FEE EXPERIENCE

- Ada County, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Burley, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Eagle Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- McCall, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Melba Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Nampa, Idaho – *Capital Improvement Plan and Impact Fee Study*
- North Ada Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Shoshone Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Whitney Fire District, Idaho – *Capital Improvement Plan and Impact Fee Study*

Section D: Relevant Experience

TischlerBiseGalena Idaho Impact Fee Experience

An important factor to consider related to this work effort is our **previous experience preparing impact fees in the State of Idaho.**

TischlerBiseGalena Idaho Experience					
Ada County	Boise	Burley	Caldwell	Caldwell Hwy. District	Caldwell Rural Fire District
Canyon County	Canyon County EMS	Carey	Cascade	Cascade Fire District	Donnelly
Driggs	Eagle Fire District	Eastside Fire District	Eastside Hwy. District	Elmore County	Emmett
Filer Fire District	Gem County	Gem County Fire District	Hailey	Hayden	Homedale Fire District
Houser Fire District	Idaho Falls	Jerome County	Kellogg	Kootenai County	Kootenai County Fire District
Kuna	Kuna Fire District	Lakes Hwy. District	Marsing Fire District	McCall	McCall Fire District
Melba Fire District	Meridian	Meridian Rural Fire District	MicaKidd Fire District	Middleton	Middleton Fire District
Middleton Parks District	Mountain Home	Nampa	Nampa Fire District	North Ada Co. Fire District	Northern Lakes Fire District
Northside Fire District	Parma	Payette	Payette County	Post Falls	Post Falls Hwy. District
Rock Creek Fire District	Sandpoint	Shoshone County	Shoshone Fire District	Spirit Lake Fire District	St. Maries' Fire District
Star Fire District	Sun Valley	Teton County	Timberlake Fire District	Twin Falls	Valley County
Victor	West Pend	Whitney Fire District	Wilder Fire District	Worley Fire District	

Below are summaries of previous projects that highlight our Team's capacity and ability to complete the City's project. We have only listed projects with which our Project Team members were associated.

Nampa, ID – *Transportation, Parks & Recreation, Police Impact Fee Study*
Project Contact: Patrick Sullivan
Phone: (208) 468-5445
Email: sullivanw@cityofnampa.us

The City of Nampa has engaged with TischlerBiseGalena several times to update their impact fee program. The most recent update included expanding the impact fee schedule to include varying land uses to ensure proportionality and consistency with the industrial development occurring in Nampa. TBG also reviewed the street network's level of service to confirm the impact fee was generating appropriate cash flow while not

overburdening growth. TBG reviewed the analysis with the Development Impact Fee Advisory Committee in detail to gain their approval and recommendation to City Council.

Ada County, ID – *Jail, Sheriff, Coroner, EMS Impact Fee Study*

Project Contact: Leon Letson
Phone: (208) 287-7950
Email: lletson@adacounty.id.gov

As the most populous county in Idaho, the Ada County impact fee study required a comprehensive analysis of current levels of service and costs directly attributable to Ada County demand. The TBG staff reviewed facility demands from outside of the county and incorporated those results in the analysis to ensure that the resulting impact fees were not disproportionate to future local development. For example, the jail beds occupied by non-Ada County inmates were removed from the level of service analysis. After working with the Advisory Committee, the TBG and Ada County team engaged with leadership at the cities in the county so the County impact fees could be collected within city limits.

Victor, ID – *Transportation, Parks & Recreation, Pathways Impact Fee Study*

Project Contact: Jeremy Besbris
Phone: (208) 274-7082
Email: jeremyb@victoridaho.gov

Similar to Kuna, Victor is a resort town that experiences peak demand on services during the high tourism seasons. In this case, facilities are sized to service the peak population, thus, the impact fee study is needed to examine a peak season level of service. Additionally, Victor collects a local sales tax to fund capital projects which needed to be analyzed to ensure there was not any double charging scenarios in the impact fee program. Lastly, affordable housing is a concern in Victor and TBG recommended a residential fee schedule based on the size of the dwelling unit. Under this approach smaller sized units pay a lower impact fee compared to proportionately larger sized units.

City of Idaho Falls, ID – *Transportation, Parks & Recreation, Police, Fire Impact Fee Study*

Project Contact: Pam Alexander
Phone: (208) 612-8249
E-mail: palexander@idahofalls.gov

The City of Idaho Falls contracted with TBG to implement its first impact fee program. TBG educated city staff, City Council, and members of the public on impact fees and the limitations established in Idaho Code. New capital improvement plans were designed by comparing current levels of service and growth projections. During the adoption process, city leadership was concerned that the study's maximum supportable impact fees would stifle growth. In this case, TBG recommended a three-year phasing of the fees so that the full cost burden would not be immediate, but impact fee revenue collection would not be limited in the long-run. After adoption, TBG has provided assistance to the City regarding the implementation and assessment of the fee schedule.

Section E: Project Understanding and Approach

Project Understanding

The City of Kuna seeks a development impact fee study to update its current parks & recreation and police impacts that meets the requirements of the State of Idaho Impact Fee Act (Idaho State Code § 67-8201, et seq.;), as well as national case law. When preparing the capital improvement plan and recommended development impact fee structure, the TischlerBiseGalena Team will work with City staff to ensure assumptions and methodologies are consistent with recommended Kuna policy directives and strategic objectives. With decades of development impact fee experience across the nation, the TBG Team has pioneered best practices with a clear trend from generic, cookie-cutter, fee studies to the realization that fees can and should be customized to function as an integral component of the community's strategic plan. Therefore, the TBG Team will be available to function as a key member of the City's management and leadership team, and will be there for the City long after the engagement is over for no charge assistance on administrative and implementation assistance.

Project Approach

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) demonstrate a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating development impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TBG excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate development impact fees. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. An oversized Public Safety Building is an example.

Incremental Expansion Impact Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are driven by a Facility Master Plan or Capital Improvement Plan. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Market Perspective. We bring a unique perspective to this assignment. First, projecting future residential and nonresidential development is more difficult now than in the past due to changes in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TBG's extensive national and Idaho experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** Depending on the methodology employed, overly optimistic development projections can increase the City's financial exposure if impact fee revenue is less than expected.

Consider a Progressive Residential Impact Fee Schedule. TBG suggests Kuna consider a fee structure that varies residential impact fees by size of unit. **TBG has been the national leader in this movement toward "progressive" fee structures.** As part of our demographic analysis conducted as part of this assignment, we will prepare data on factors that vary by housing unit size (i.e., persons per unit and vehicle trips) for consideration prior to development of the fee methodology. Proponents of this approach feel it helps a jurisdiction meet some of its policy objectives related to affordable housing and equity. Ultimately, Kuna and stakeholders will decide which direction to pursue relative to this policy decision.

Potential Impact on Housing Affordability. As part of the Impact Fee Report, TischlerBiseGalena will estimate the effect of imposing the proposed impact fees on the affordability of housing in the city. The analysis will examine the current household income and housing expenses that burden an average household in the city. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on housing affordability in the city.

Peer Community Survey. Many communities desire to have a comparison of the proposed impact fees to those in comparable, or peer, communities. This type of survey can be relatively straightforward and obtained from our current and ongoing work in Idaho as well as primary research (i.e., online, phone calls, and emails). However, it is important for the consultant compiling the report to understand what is—and is not—included in the fee amounts for a true "apples-to-apples" comparison. For instance, it is important to note what specific components are included in the impact fee calculation. Are there unique elements embedded in an impact fee that makes it relatively high or low compared to other jurisdictions in the region? What are the methodological approaches used and how do those approaches affect the fee? What is the difference between the calculated fees and the adopted fees? For the City of Kuna, we will conduct this evaluation to include methodologies employed, fee amounts, and any unique circumstances that should be identified and communicated to staff and stakeholders throughout the process.

Public Outreach. The importance of public outreach when considering development impact fees and infrastructure funding options should not be overlooked. Based upon our experience with development impact fees in the State of Idaho, we anticipate that this study may attract controversy. Therefore, it is important to build a coalition of support early in the process to educate and inform the public and other key stakeholders about the purpose and benefits of the study. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate and to provide clear and compelling

logic for public adoption of an impact fee program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate and lead stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees.

Implementation/Ongoing Support. The Impact Fee Study is just the beginning of the relationship between TischlerBiseGalena and our clients. That is the primary reason the majority of our projects come from existing clients through sole source procurement. After the fee study is complete, TischlerBise can prepare implementation materials and provide training to City staff to ensure it is prepared to implement the impact fee program in a manner that is efficient and consistent with Idaho and national case law. Finally, TischlerBise understands that it is impossible to forecast every conceivable development proposal within the fee structure. Therefore, TischlerBise routinely prepares specific impact fee amounts for specific projects at no charge to our clients.

Work Scope

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based the State's enabling legislation, as well as national case law. Furthermore, TischlerBiseGalena is currently updating the impact fee study for Kuna Rural Fire District which will expedite the City's impact fee effort and result in cost savings.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis

Meetings: One (1) on-site visit to meet with City project staff as appropriate.

Deliverables: Data request memorandum (prepared in advance of meeting).

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine the likely development future for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the City, as well as other regional/State sources may serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the Impact Fee Advisory Committee. Our Team will prepare a plan that includes projections of changes in land uses, densities, intensities, and population.

Meetings: Discussions with staff will be held as part of Task 1, as well as conference calls as needed.

Deliverables: TischlerBiseGalena will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-7 may vary somewhat depending on the methodology applied to the impact fee components.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBiseGalena will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff about the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.

Meetings: One (1) meeting with City staff to discuss capital facility needs and levels of service.

Deliverables: Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

There are three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee will depend on which is most beneficial for the City. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for apparatus. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed.

Meetings: One (1) meeting with the Advisory Committee and relevant City staff to discuss issues related to allocation methodologies and relevant policy issues.

Deliverables: "Storyboard" presentation on fee options.

TASK 5: PREPARE CAPITAL IMPROVEMENT PLAN (CIP)

The CIP will incorporate anticipated new capital facilities due to growth. Also included, as appropriate, will be replacement/retrofit/rehabilitation needs due to existing development. The CIP will represent the best estimates of the consultant team and City staff on priority, timing, cost, and method of financing.

Deliverables: See Task 8.

TASK 6: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner makes future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables: Memoranda as appropriate. See Task 8.

TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that several iterations will be conducted to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables: See Task 8.

TASK 8: PREPARE IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBiseGalena will prepare a draft report for the City's review. The report will summarize the need for impact fees in the City and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A Capital Improvements Plan for the included impact fee components
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail.

Meetings: One (1) meeting to present the draft Impact Fee Study.
Deliverables: Draft and Final Impact Fee Study Report.

TASK 9: PUBLIC OUTREACH

Impact Fee Advisory Committee. Meetings with the Impact Fee Advisory Committee will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. Based on our experience, we propose two meetings with this group.

Additionally, if City staff and leadership feel like it would help, an "open house" can be planned where members of the Advisory Committee, elected and appointed officials, and residents can come to learn about impact fees in general, as well as the process going forward and the land use assumptions.

Meetings: Two (2) meetings with Advisory Committee.
Deliverables: Presentation materials for meetings.

Section F: Project Schedule

The table below outlines our project schedule, meetings, and deliverables for this assignment. We will devote the necessary resources to complete the City's assignment in this time frame. TischlerBiseGalena is currently updating the impact fee study for Kuna Rural Fire District which will expedite the City's impact fee effort.

PROJECT SCHEDULE - KUNA IMPACT FEE STUDY			
Tasks	**Anticipated Dates**	**Meetings**	**Meetings/Deliverables**
Task 1: Project Initiation/Data Acquisition	January 2025	1	Data Request Memorandum
Task 2: Develop Land Use Assumptions and Development Projections	Jan-Feb 2025	1	Technical Memorandum Outlining Recommended Land Use
Task 3: Determine Capital Facility Needs and Service Levels	February 2025	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	February 2025	1	Memoranda as Appropriate
Task 5: Prepare Capital Improvement Plan (CIP)	Feb-March 2025	1	Draft Capital Improvement Plan
Task 6: Determine Need for and Calculate Credits	Feb-March 2025	1	Memoranda as Appropriate
Task 7: Conduct Funding Source and Cash Flow Analysis	March 2025	0	Memoranda as Appropriate
Task 8: Prepare Draft/Final Impact Fee Report	March 2025	1	Draft/Final Development Impact Fee and "storyboard" of analysis
Task 9: Meetings with Development Impact Fee Advisory Committee, P&Z, City	Jan-April 2025	4	Draft Impact Fee Report. Presentation materials as

*In several cases it is assumed meetings are held with multiple departments as part of one (1) meeting.

Internal Communications

An essential component of these efforts is frequent, ongoing, and meaningful communication between the consultant team and staff. TischlerBiseGalena is known for its hands-on approach, with face-to-face meetings, frequent conference calls, and ongoing email communications as an integral part of our work scope. The specific strategy is to use the Work Scope and Schedule to manage the project. It is recommended the City identify a staff Project Manager to serve as a point person between the consultant team and City. It is also recommended that a staff working group/technical committee be identified to provide feedback throughout the study process. This enables effective and efficient processes and keeps relevant staff apprised of the study's progress and content. TischlerBiseGalena also recommends periodic briefings with City Administration.

Accessibility

TischlerBise will attend pre-scheduled meetings with the City in person, deploying staff from our main office in Idaho. TischlerBise staff regularly travel to our national client base without incident and occasionally will utilize regional trips to add additional unscheduled trips to clients. TBG's regular and repeat work in Idaho affirms our flexibility and ability to accommodate schedules. Our Project Team will be available via email

and phone throughout the study, and our accessibility and availability will continue throughout the term of the Agreement. We encourage you to consult our references regarding our superior accessibility and availability.

Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time, within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles to mitigate potential risks and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
  - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Colin McAweeney, along with Mr. Bise will identify the final project goals and objectives in collaboration with City staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
  - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. McAweeney will work with City staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**
  - **Mitigation: We will actively manage the project process.** Mr. McAweeney and Mr. Bise have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. McAweeney will manage the work in progress, provide guidance and oversight to staff, and be accountable to the City in meeting the schedule, budget, and technical requirements of the project.
- **Risk: Quality Control**
  - **Mitigation: We will review all project deliverables and communication through a formal quality assurance process.** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the City, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Mr. McAweeney, will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.
- **Risk: Cost Overruns**
  - **Mitigation: The studies will be conducted under a fixed fee arrangement.** We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

Section G: Fee Schedule

The table below summarizes our estimated consultant costs for the tasks reflected in our proposed scope of work. This proposal is a fixed fee and includes all project expenses. We have estimated these expenses based on past project experience and do not expect the City to reimburse us for any costs we incur above these estimates. TischlerBiseGalena invoices on a monthly basis, based on the percentage complete for each task. The firm is currently updating the impact fee study for Kuna Rural Fire District which will expedite the City's impact fee effort and result in cost savings.

CITY OF KUNA DEVELOPMENT IMPACT FEE STUDY					
Project Team Member:	**McAweeney**	**Bise**	**Huff**	**Total**	
Job Title:	**Project Manager**	**Project Support**	**Project Analyst**	**Hours**	**Cost**
Hourly Rate	**$200**	**$235**	**$180**		
Task 1: Project Initiation/Data Acquisition	4	0	4	8	$1,520
Task 2: Develop Land Use Assumptions and Development Projections	8	0	8	16	$3,040
Task 3: Determine Capital Facility Needs and Service Levels	16	2	16	34	$6,550
Task 4: Evaluate Different Allocation Methodologies	4	2	2	8	$1,630
Task 5: Prepare Capital Improvement Plan (CIP)	8	2	8	18	$3,510
Task 6: Determine Need for and Calculate Credits	4	2	2	8	$1,630
Task 7: Conduct Funding Source and Cash Flow Analysis	4	2	2	8	$1,630
Task 8: Prepare Draft/Final Impact Fee Report	24	2	16	42	$8,150
Task 9: Meetings with Development Impact Fee Advisory Committee, P&Z, City Council	8	0	4	12	$2,320
Total:	**80**	**12**	**62**	**154**	**$29,980**

TischlerBise
FISCAL | ECONOMIC | PLANNING

Principal Office
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
301.320.6900 x12
carson@tischlerbise.com

Idaho Office
999 W Main Street
Boise, ID 83702
208.515.7480
colin@tischlerbise.com



CONSULTANT AGREEMENT
BETWEEN TISCHLERBISEGALENA, INC. AND
THE CITY OF KUNA

THIS AGREEMENT, entered into this 21st day of January, 2025, by and between the City of Kuna hereinafter called the "City", and TischlerBiseGalena, Inc., hereinafter called the "Consultant".

WHEREAS the City is in need of certain impact fee services; and

WHEREAS the Consultant has expertise in the preparation of impact fees and related infrastructure finance studies.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The Consultant shall provide those services to the City as more particularly identified in the attached Exhibit "A".

2. In performing the services identified in the attached Exhibit "A", the Consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit "A".

3. Consultant shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.

4. The Consultant shall base the analysis on data and information available at the time of the study.

5. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of the appropriate tasks specified in Exhibit "A".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

6. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following address:

City: Nathan Stanley, 751 W 4th Street P.O. Box 13, Kuna, ID 83634.

Consultant: Colin McAweeney, TischlerBiseGalena, Inc., 999 W Main Street Suite 100, Boise, ID 83702.

7. This Agreement is non-assignable by the Consultant and its subcontractors.

8. The City shall pay to Consultant the amounts indicated in Exhibit "B" for those appropriate tasks identified in Exhibit "A". Invoices will be issued by the Consultant to the City on a percentage completion basis. Payment will be made by the City within 30 days of receipt of invoice.

9. This Agreement shall be construed under the laws of Idaho.

10. This Agreement and Exhibits "A" and "B" represent the entire and integrated Agreement between the City and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

11. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.

12. The Consultant shall secure and maintain during the life of this Agreement, insurance coverage which shall include comprehensive general and automobile liability in the amount of at least $1,000,000.00 coverage with an insurer acceptable to the City. Consultant shall also maintain errors and omissions insurance in the amount of at least $250,000.00 for the duration of the contract and a period of two years after completion of the contract. Consultant shall provide the City with proof of such insurance in a form acceptable to City upon request.

13. No oral orders, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representatives as of the _____ day of _____, 2025.

CITY OF KUNA

_____
Joe Stear, Mayor

CONSULTANT

_____
Colin McAweeney
Western Region Manager
TischlerBiseGalena, Inc.

EXHIBIT A

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis

Meetings: One (1) on-site visit to meet with City project staff as appropriate.

Deliverables: Data request memorandum (prepared in advance of meeting).

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine the likely development future for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the City, as well as other regional/State sources may serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the Impact Fee Advisory Committee. Our Team will prepare a plan that includes projections of changes in land uses, densities, intensities, and population.

Meetings: Discussions with staff will be held as part of Task 1, as well as conference calls as needed.

Deliverables: TischlerBiseGalena will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-7 may vary somewhat depending on the methodology applied to the impact fee components.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBiseGalena will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service

charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff about the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.

Meetings: One (1) meeting with City staff to discuss capital facility needs and levels of service.

Deliverables: Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

There are three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee will depend on which is most beneficial for the City. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for apparatus. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed.

Meetings: One (1) meeting with the Advisory Committee and relevant City staff to discuss issues related to allocation methodologies and relevant policy issues.

Deliverables: “Storyboard” presentation on fee options.

TASK 5: PREPARE CAPITAL IMPROVEMENT PLAN (CIP)

The CIP will incorporate anticipated new capital facilities due to growth. Also included, as appropriate, will be replacement/retrofit/rehabilitation needs due to existing development. The CIP will represent the best estimates of the consultant team and City staff on priority, timing, cost, and method of financing.

Deliverables: See Task 8.

TASK 6: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner makes future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of

public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables: Memoranda as appropriate. See Task 8.

TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.
The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that several iterations will be conducted to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables: See Task 8.

TASK 8: PREPARE IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBiseGalena will prepare a draft report for the City's review. The report will summarize the need for impact fees in the City and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A Capital Improvements Plan for the included impact fee components
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail.

Meetings: One (1) meeting to present the draft Impact Fee Study.
Deliverables: Draft and Final Impact Fee Study Report.

TASK 9: PUBLIC OUTREACH

Impact Fee Advisory Committee. Meetings with the Impact Fee Advisory Committee will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical

methodologies, and to a certain extent, the political and/or philosophical use of fees. Based on our experience, we propose two meetings with this group.

Additionally, if City staff and leadership feel like it would help, an “open house” can be planned where members of the Advisory Committee, elected and appointed officials, and residents can come to learn about impact fees in general, as well as the process going forward and the land use assumptions.

Meetings: Two (2) meetings with Advisory Committee.
Deliverables: Presentation materials for meetings.

EXHIBIT B

CITY OF KUNA DEVELOPMENT IMPACT FEE STUDY					
Project Team Member:	**McAweeney**	**Bise**	**Huff**	**Total**	
Job Title:	**Project Manager**	**Project Support**	**Project Analyst**	**Hours**	**Cost**
Hourly Rate	**$200**	**$235**	**$180**		
Task 1: Project Initiation/Data Acquisition	4	0	4	8	$1,520
Task 2: Develop Land Use Assumptions and Development Projections	8	0	8	16	$3,040
Task 3: Determine Capital Facility Needs and Service Levels	16	2	16	34	$6,550
Task 4: Evaluate Different Allocation Methodologies	4	2	2	8	$1,630
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Task 8: Prepare Draft/Final Impact Fee Report	24	2	16	42	$8,150
Task 9: Meetings with Development Impact Fee Advisory Committee, P&Z, City Council	8	0	4	12	$2,320
Total:	**80**	**12**	**62**	**154**	**$29,980**

RESOLUTION NO. R11-2025

CITY OF KUNA, IDAHO

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

- **SETTING FORTH CERTAIN PURPOSES;**
- **AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO WATER AND WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE**

.Section 1. Findings

The City Council of the City of Kuna finds that it is in the best interest of the City of Kuna to enter into that certain Agreement entitled "Second Amendment to Water and Wastewater Service Agreement" for the reasons stated therein.

1.1 The City Council approved Resolution No. R67-2021 on the 22nd day of December, 2021 (the "Resolution"); and

1.2 Due to a redesign in the data center project, the agreement was amended to reflect reduced water and wastewater needs on October 3, 2023 (Resolution No. .R73-2023)

1.3 The Company is now planning for an Additional Phase of the Project and is requesting to modify the Water and Wastewater Capacity Reservation to reserve water and wastewater capacity for the Additional Phase.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

Section 2. Authority

The Mayor is hereby authorized to execute the "Second Amendment to Water and Wastewater Service Agreement", by and between the City of Kuna and Brisbie LLC, a copy of the agreement is attached hereto marked **"EXHIBIT A",**subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City's performance of its obligations under the Water and Wastewater Agreement."

Section 3. Directing the City Clerk

The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to Brisbie LLC.

Section 4. Effective Date

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

PASSED BY THE COUNCIL of Kuna Idaho this 21st day of January, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of January, 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

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

MEMO

Date: January 21, 2025

From: Morgan Treasure, Economic Development Director

To: Kuna City Council

RE: Second Amendment to Water and Wastewater Agreement

City Council Members,

Per our Water and Wastewater Service agreement with Brisbie, LLC, approved December 22, 2021 and amended October 2, 2023, the City and Brisbie agreed that the company may add additional phases to their project. The Company is now planning for an additional phase and has made commitments with Idaho Power as outlined in their application to the Public Utilities Commission (PUC UPC-E-24-42), attached.

To continue the orderly development of the East Kuna Industrial Overlay District, staff has recommended that our utility reservations align as much as possible with the power distribution reservations being made to service the same region. This agreement makes those reservations and outlines that Brisbie, LLC with construct or fund the additional capacity needed to serve the Additional Phase.

Thank you,

Morgan Treasure
Economic Development Director

Office of the Secretary
Service Date
December 10, 2024

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER COMPANY'S APPLICATION FOR APPROVAL OF A POWER PURCHASE AGREEMENT WITH BLACKS CREEK ENERGY CENTER, LLC	)	**CASE NO. IPC-E-24-42**
	)	**NOTICE OF APPLICATION**
	)	**NOTICE OF MODIFIED PROCEDURE**
	)	**ORDER NO. 36419**

On November 8, 2024, Idaho Power Company ("Company") filed an application ("Application") with the Idaho Public Utilities Commission ("Commission") requesting approval of a 20-year Power Purchase Agreement ("PPA") between the Company and Blacks Creek Energy Center, LLC ("Blacks Creek").

NOTICE OF APPLICATION

YOU ARE HEREBY NOTIFIED that the Company represents that on October 11, 2024, the Company and Blacks Creek entered into a PPA for the sale and purchase of 320 megawatts ("MW") of renewable solar electric generation for a term of twenty years from the Commercial Operation Date ("COD"), scheduled to be December 31, 2027. Application at 5.

The Company states that under the terms of the PPA, PVS 2, LLC, will build, own, operate, and maintain a 320 MW alternating current solar photovoltaic generation facility ("Facility"), and will supply the output to the Company's system. *Id.* The Company also represents that Brisbie is identified in the PPA as a third-party beneficiary receiving Net Output and Green Tags generated by the Facility. *Id.*

YOU ARE FURTHER NOTIFIED that the Application and supporting documents are available for public inspection during regular business hours at the Commission's office. The Application is also available on the Commission's website at www.puc.idaho.gov. Click on the "ELECTRIC" icon, select "Open Cases," and click on the case number as shown on the front of this document.

YOU ARE FURTHER NOTIFIED that all proceedings in this case will be held pursuant to the Commission's jurisdiction under Title 61 of the Idaho Code, and that all proceedings in this

matter will be conducted pursuant to the Commission's Rules of Procedure, IDAPA 31.01.01.000 *et seq*.

NOTICE OF MODIFIED PROCEDURE

YOU ARE HEREBY NOTIFIED that the Commission has determined that the public interest may not require a formal hearing in this matter, and that it will proceed under Modified Procedure pursuant to the Commission's Rules of Procedure 201-204, IDAPA 31.01.01.201-.204. The Commission notes that Modified Procedure and written comments have proven to be an effective means for obtaining public input and participation.

YOU ARE FURTHER NOTIFIED that persons desiring to state a position on this Application may file a written comment explaining why the person supports or opposes the Application. Persons who would like a hearing must specifically request a hearing in their written comments and explain why written comments alone are insufficient. **Persons interested in filing written comments must do so by February 27, 2025.** Comments must be filed through the Commission's website or by e-mail unless computer access is unavailable. To comment electronically, please access the Commission's website at http://www.puc.idaho.gov/. Click the "Case Comment Form" and complete the form using the case number as it appears on the front of this document.

To file by e-mail, persons must e-mail the comments to the Commission Secretary and all parties at the e-mail addresses listed below. Persons submitting a comment by e-mail must provide their name, address, and the Case Number under which they are commenting. Persons submitting a comment by e-mail also acknowledge that submitting a comment in an open case constitutes a public record under *Idaho Code* § 74-101(13), and all information provided by such person is available for public and media inspection.

If computer access is unavailable, then comments may be mailed to the Commission and the Parties at the addresses below. Persons submitting a comment by mail must provide their name, address, and the Case Number under which they are commenting. Persons submitting a comment by mail also acknowledge that submitting a comment in an open case constitutes a public record under *Idaho Code* § 74-101(13), and all information provided by such person is available for public and media inspection.

For the Idaho Public Utilities Commission:	**For the Company:**
Commission Secretary Idaho Public Utilities Commission P.O. Box 83720 Boise, ID 83720-0074 secretary@puc.idaho.gov Street Address for Express Mail: 11331 W. Chinden Blvd. Building 8, Suite 201-A Boise, ID 83714	Donovan E. Walker Tim Tatum Connie Aschenbrenner Grant Anderson Idaho Power Company 1221 West Idaho Street (83702) P.O. Box 70 Boise, Idaho 83707 dwalker@idahopower.com dockets@idahopower.com energycontracts@idahopower.com ttatum@idahopower.com caschenbrenner@idahopower.com ganderson@idahopower.com

YOU ARE FURTHER NOTIFIED that the Company must file any reply comments **by March 13, 2025.**

YOU ARE FURTHER NOTIFIED that if no written comments or protests are received within the time limit set, the Commission will consider this matter on its merits and enter its final order without a formal hearing. If written comments are received within the time limit set, the Commission will consider them and, in its discretion, may set the same for formal hearing.

ORDER

IT IS HEREBY ORDERED that the Application be processed by Modified Procedure, Rules 201-204 (IDAPA 31.01.01.201-.204). Persons interested in filing written comments must do so by February 27, 2025. The Company must file any reply comments by March 13, 2025.

IT IS FURTHER ORDERED that parties comply with Order No. 35375, issued April 21, 2022. Generally, all pleadings should be filed with the Commission electronically and will be deemed timely filed when received by the Commission Secretary. *See* Rule 14.02. Service between parties should continue to be accomplished electronically when possible. However, voluminous discovery-related documents may be filed and served on CD-ROM or a USB flash drive.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 10th day of December 2024.

ERIC ANDERSON, PRESIDENT

JOHN R. HAMMOND JR., COMMISSIONER

EDWARD LODGE, COMMISSIONER

ATTEST:

Monica Barrios-Sanchez
Commission Secretary

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EXHIBIT A

INB3344868

SECOND AMENDMENT TO WATER AND WASTEWATER SERVICE AGREEMENT

THIS SECOND AMENDMENT TO WATER AND WASTEWATER SERVICE AGREEMENT ("Second Amendment") is made and entered into as of January ___, 2025 ("Effective Date") by and between the City of Kuna, a municipal corporation of the State of Idaho ("City") and Brisbie LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, "Company") (collectively, the "Parties").

Recitals

A. The Parties entered into the *Infrastructure Agreement*, dated December 22, 2021, as amended by the *First Amended and Reformed Infrastructure Agreement*, dated October 3, 2023 ("Infrastructure Agreement"), to provide for the construction and dedication of infrastructure to serve the Project.

B. The Parties entered into the *Water and Wastewater Service Agreement*, dated December 22, 2021, as amended by the *First Amended and Reformed Water and Wastewater Service Agreement*, dated October 3, 2023 ("Service Agreement"), to provide for water and wastewater service to the Project.

C. Company has now constructed and dedicated to City, and City has accepted, the Water Infrastructure and the Wastewater Infrastructure (collectively, Infrastructure") and water rights that enable City to provide Water and Wastewater services to the Project.

D. The dedicated Infrastructure exceeds the capacity currently required and reserved for service to the Project pursuant to the Service Agreement. The excess capacity amounts are described in Exhibit A attached hereto ("Excess Capacity").

E. In Section 9.1 of the Service Agreement, the Parties agreed that Company may add Additional Phases to the Project; that City will provide service to the Project sufficient to accommodate the Additional Phases; and that if additional water rights or Infrastructure is necessary to serve the Additional Phases, then City may require Company to provide such water rights and to construct or fund Company's proportionate share of required Infrastructure to serve the Additional Phases.

F. Company is now planning an Additional Phase of the Project.

G. Company has requested and City has agreed to modify the Water and Wastewater Capacity Reservations for the Project, pursuant to the terms of this Second Amendment. The intent of this second amendment is to reserve water and wastewater Capacity for the Additional Phase of the project the Company is now planning.

Agreement

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements contained in this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Change in Service Reservations**. Exhibit B of the Service Agreement is hereby replaced with updated Water and Wastewater Capacity Reservations to serve the Project with one Additional Phase, as set forth in Exhibit B to this Second Amendment.
2. **Reservation of Excess Capacity**. City will reserve and utilize Excess Capacity for service to the Project with an Additional Phase to the extent needed to meet the updated Reservations.
3. **Additional Infrastructure**. There is not sufficient Excess Capacity to entirely serve an Additional Phase of the Project. Company will either construct or fund its proportionate share, as later agreed upon by the Parties, of additional Infrastructure necessary to serve the Project with the Additional Phase. As design parameters are known, the Parties will supplement Exhibit B of the Infrastructure Agreement to include additional Infrastructure plans.
4. **Additional Water Rights.** City will reserve all water rights dedicated by Company to serve the Project with the Additional Phase. Upon dedication of additional Infrastructure, Company will acquire and transfer to City additional water rights necessary to serve the Project with an Additional Phase subject to terms and conditions acceptable to both City and Company.
5. **Miscellaneous.** The recitals of this Second Amendment are material terms and are binding on the Parties. Capitalized terms used in this Second Amendment have the same meaning as set forth in the Service Agreement except as otherwise provided in this Second Amendment. All terms in the Service Agreement not expressly modified by this Second Amendment continue to be valid and binding on the Parties and are applicable to this Second Amendment.

[Signatures appear on following page; Exhibits A and B follow.]

City and Company have caused this Second Amendment to be signed in their names and on their behalf by their duly authorized officers, all as of the Effective Date.

CITY:

City of Kuna,
a municipal corporation of the state of Idaho

By: _____
Name: _____
Title: Mayor_____

ATTEST:

By: _____
Name: _____
Title: City Clerk

COMPANY:

Brisbie LLC,
a Delaware limited liability company

By: Paul Clements
Name: Paul Clements
Title: Authorized Representative

EXHIBIT A

EXCESS CAPACITY

(PROJECT WITHOUT ADDITIONAL PHASE)

	Total Dedicated Infrastructure Capacity as of Effective Date	Capacity Consumed by Project as of Effective Date	Excess Capacity After Consumption by Project as of Effective Date
Wastewater Collection	270 gallons per minute (gpm)	150 gpm	120 gpm
Wastewater Treatment	564,000 gallons per month (gal/mo)	550,000 gal/mo	14,000 gal/mo
Wastewater Land Application (Well KE02)	450 gpm	225 gpm	225 gpm
Water Distribution (Booster Pump Station)	3000 gpm	2500 gpm	500 gpm
Water Storage	2 million gallons (MG)	0.40 MG	1.60 MG
Water Supply (Wells KE01 and KE03)	1650 gpm	555 gpm	1,095 gpm

EXHIBIT B

UPDATED RESERVATIONS

(PROJECT WITH ADDITIONAL PHASE)

1. Water Capacity Reservation. The Water capacity reservation for the Project and Additional Phases is set forth in the table below (the "Water Capacity Reservation").

Pressure per Square Inch (PSI)	Peak Flowrate (gallons per minute)	Peak Daily Volume (gallons per day)
60-80	2500	1,350,000

2. Wastewater Capacity Reservation. The Wastewater capacity reservation for the Project and Additional Phases is set forth in the table below (the "Wastewater Capacity Reservation").

Wastewater Type	Peak Flowrate (gallons per minute)	Peak Daily Volume (gallons per day)	Peak Monthly Volume (gallons per month)
Domestic/Sanitary	270	40,000	1,100,000
Industrial	500	500,000	15,000,000

3. Fire Capacity. City represents and warrants to Company that the Water System has, and agrees that at all times during the Term of this Agreement the Water System will have the capacity to deliver a minimum of 2500 gallons of water per minute to the Subject Real Property for the duration of no less than two (2) hours to supply water to load the Project's sprinkler system and to supply water to the Subject Real Property in the event of a fire.

RESOLUTION NO. R12-2025

CITY OF KUNA
ADA COUNTY, STATE OF IDAHO

DECLARATION OF VACANCY ON THE COUNCIL

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

- **MAKING CERTAIN FINDINGS; AND**
- **ACCEPTING THE RESIGNATION OF A CITY COUNCIL MEMBER AND DECLARING A CITY COUNCIL SEAT VACANT; AND**
- **DIRECTING THE CITY CLERK; 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 **Whereas,** Idaho Code 59-901 provides for how vacancies in elective civil office can occur; and

1.2 **Whereas,** Idaho Code 59-901(a) provides for vacancy by resignation; and

1.3 **Whereas,** Council Member Matthew Biggs announced to the Mayor of the City of Kuna that he would be resigning from his seat on the Kuna City Council, and that this particular City Council meeting will be his last City Council meeting as a Kuna City Council Member; and

1.4 **Whereas,** through this announcement, Matthew Biggs will effectively resign from his position as a Member of the City Council of the City of Kuna. Further, Matthew Biggs is following through with his announcement and will cease service as a City Council member, and it is the understanding of the City Council of the City of Kuna that he will resign from his position upon the adjournment of the January 21, 2025 Kuna City Council Meeting.

Section 2. Declaring Vacancy on City Council

2.1 The Mayor and The City Council of the City of Kuna hereby accepts the resignation of Matthew Biggs.

2.2 The City Council of the City of Kuna hereby declares the elected office of City Council member held by Matthew Biggs is vacant.

Section 3. Directing the City Clerk

3.1 The City Clerk is hereby directed to retain this resolution in the official records of the City and to certify this resolution to the Clerk of Ada County.

Section 4. **Effective date**

4.1 This Resolution shall take effect upon the adjournment of the January 21, 2025, Kuna City Council Meeting.

PASSED BY THE COUNCIL of Kuna this 21st day of January 2025.

APPROVED BY THE MAYOR of Kuna this 21st day of January 2025.

_____
Joe L. Stear, Mayor

ATTEST:

Ayes: _____
Nays: _____
*Absent:*_____

_____
Nathan Stanley, City Clerk

CITY OF KUNA

Certification of Resolution R12-2025

STATE OF IDAHO)
: ss.
County of Ada)

I certify that this is a true and correct copy of Resolution No. R12-2025, an original record of the City of Kuna, in the possession of Nathan Stanley, City Clerk.

Dated: _____

_____
Signature of Notary Public

My commission expires: _____

[seal]