

## OFFICIALS

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



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

## **City Council Meeting AGENDA Tuesday, April 18, 2017**

### **6:00 P.M. REGULAR CITY COUNCIL**

- 1. *Call to Order and Roll Call***
- 2. *Invocation:*** Stan Johnson, Kuna Life Church
- 3. *Pledge of Allegiance:*** Mayor Stear
- 4. *Consent Agenda:***

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

#### **A. City Council Meeting Minutes:**

- 1. Regular City Council Minutes, April 4, 2017**

#### **B. Accounts Payable Dated April 13, 2017 in the Amount of \$499,144.01**

#### **C. Alcohol Licenses:**

- 1. Albertsons LLC 700 E Avalon Street – Off Premise Beer & Off Premise Wine**
- 2. Lima Limon Peruvian Restaurant 379 W Main Street – On Premise Beer & Liquor-by-the-Drink**
- 3. Longhorn 458 W Main Street – On Premise Beer & Liquor-by-the-Drink**
- 4. PacWest Bars LLC 414 W Main Street – On Premise Beer & Liquor-by-the-Drink**
- 5. S&D Kuna Inc. 331 Avenue E – On Premise Beer & On Premise Wine**
- 6. Walgreens #13614 869 E Avalon Street – Off Premise Beer & Off Premise Wine**

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

**5. Community Reports or Requests:**

- A.** Recycling Program Update – Chad Gordon, J & M Sanitation

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

- A.** Public Hearing and consideration to approve 17-01-CPMA (Comp Plan Map Amendment) – Trevor Kesner, Planner II

Applicant, Teco One, LLC, requests to amend the Kuna Comprehensive Plan Map (Comp Plan Map) designation for the subject property (approximately 5.9 +/- acres) from Medium Density Residential to a Commercial (C-1) zoning future designation. The subject site is currently zoned RUT (Rural Urban Transition) in Ada County. No annexation or development applications accompany this request. The site is located at the northwest corner (NWC) of Deer Flat Road and Ten Mile Road.

**7. Business Items:**

- A.** Recognition of service for Gordon Law, Kuna City Engineer – Mayor Stear
- B.** 2017 Year of the Lions Proclamation – Mayor Stear
- C.** Consideration to approve a temporary employee for the Clerk’s office – Chris Engels, City Clerk

The temporary employee would be full time for the remainder of Fiscal Year 2017. The employee would focus on the scanning and indexing of pertinent documents, identifying documents for destruction, and identification of permanent documents for transfer to the State Archives. Wages would be allocated to all funds. The hiring would either be done directly by the city or through a temporary employment agency, whichever is determined to be most cost effective for the city.

- D.** Consideration to approve up to \$1,500 toward an appreciation dinner for city volunteers in June, 2017 – Chris Engels, City Clerk
- E.** Consideration to approve the Findings of Fact and Conclusions of Law for Case No. 16-12-AN (Annexation) – Renascence and Mason Creek Farms, Spaulding, Anderson, Colson and Roberts parcels – Troy Behunin, Planner III

Applicant requests approval to annex approximately 165 +/- acres into the City of Kuna with an R-4 AND R-6 (Medium Density Residential) zone, as discussed at Council’s hearing on April 4, 2017.

- F.** Consideration to approve Resolution No. R32-2017 – Approving Agreement with Agnew::Beck – Richard Roats, City Attorney and Wendy Howell, Planning & Zoning Director

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT WITH AGNEW::BECK FOR THE CITY OF KUNA, IDAHO'S COMPREHENSIVE PLAN.

**8. *Ordinances:***

**9. *Mayor/Council Announcements:***

**10. *Executive Session:***

**11. *Adjournment:***



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

## City Council Meeting MINUTES Tuesday, April 4, 2017

### 6:00 P.M. REGULAR CITY COUNCIL

*(First ten minutes of meeting not recorded due to a problem with the system)*

#### 1. *Call to Order and Roll Call*

##### **COUNCIL MEMBERS PRESENT:**

Mayor Joe Stear  
 Council President Richard Cardoza  
 Council Member Pat Jones  
 Council Member Briana Buban-Vonder Haar - Absent  
 Council Member Greg McPherson

##### **CITY STAFF PRESENT:**

Richard Roats, City Attorney  
 Chris Engels, City Clerk  
 Wendy Howell, P & Z Director  
 Gordon Law, City Engineer  
 John Marsh, City Treasurer  
 Bobby Withrow, Parks Director  
 Bob Bachman, Facilities Director  
 Troy Behunin, Planner III  
 Antonio Conti, City Engineer

2. *Invocation:* Karen Hernandez, United Methodist Church

3. *Pledge of Allegiance:* Mayor Stear

#### 4. *Consent Agenda:*

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**A.** City Council Meeting Minutes:

- I.** Regular City Council Minutes, March 21, 2017

**B.** Accounts Payable Dated March 30, 2017 in the Amount of \$347,356.36

**C.** Alcohol Licenses:

- 1.** Conpaz INC dba Enrique's Mexican Restaurant 482 W Main Street – On Premise Beer & Liquor-by-the-Drink
- 2.** Cuda LLC dba Big Mic's 459 W Main Street – On Premise Beer & Liquor-by-the-Drink
- 3.** Fiesta Guadalajara 780 E Avalon Street – On Premise Beer & Liquor-by-the-Drink
- 4.** Grantura dba Kuna Event Center 321 W 4<sup>th</sup> Street – On Premise Beer & Liquor-by-the-Drink
- 5.** Kuna Super C Store 331 Avenue D – Off Premise Beer & Off Premise Wine
- 6.** Ridley's Food Corp 1403 N Meridian Road – Off Premise Beer & Off Premise Wine

**D.** Resolutions

- 1.** Consideration to approve Resolution No. R28-2017 – Approving Resolution for Form of Letter of Credit for Memory Ranch Subdivision No. 1

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE KUNA CITY ENGINEER TO ACCEPT AN IRREVOCABLE LETTER OF CREDIT IN LIEU OF CONSTRUCTION FOR THE MEMORY RANCH SUBDIVISION NO. 1 UNDER CERTAIN TERMS AND CONDITIONS SO THE FINAL PLAT MAY BE RECORDED PRIOR TO COMPLETION OF CONSTRUCTION.

- 2.** Consideration to approve Resolution No. R29-2017 – Approving Century Link Utility Relocation Agreement

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY RELOCATION AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND CENTURY LINK, INC. TO RELOCATE CENTURY LINK'S COMMUNICATIONS AND/OR FIBER OPTIC LINES AT CENTURY LINK'S EXPENSE.

**E.** Findings of Fact and Conclusions of Law

- I. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 16-09-AN (Annexation) Michael Robinson

**Council Member Jones moved to approve the consent agenda. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, and McPherson.**

**Voting No: None**

**Absent: Council Member Buban-Vonder Haar**

**Motion carried 3-0.**

#### **5. *Direction on Public Hearings and Agenda Items – Mayor Stear***

Mayor Stear stated that he wanted to review the process for public hearings. In the last meeting it was said that the City takes away the Council's legislative powers by advertising the fee before Council gets to decide what that fee should be. The City was required by law, in certain matters, to hold public hearings. The purpose of a public hearing is for the citizens, who elect the City's officials, to make meaningful comment and to be a part of that legislative process. The City did not always get to speak for them. Just as in land use issues, Council did not get to have discussions before a public hearing that could cause them to come into a public hearing with minds already made up. This was where a little bit of faith and trust in staff came into play. There were 4 staff members tasked with determining what a fair and reasonable fee would be and they did so. That part, the formula, was explained to Council at the public hearing. That was what the discussion and the decision should have been about. If staff did as was requested and had meetings to determine what a fee should be before advertising and before holding a public hearing, it would deprive the citizens of their right to be part of that legislative process. That was why it was done the way it was and why it would continue to be done that way. Council spent 50 minutes on that public hearing. Only about 5 minutes were actually devoted to the fee and about 45 minutes were spent on other discussion. That lead him to his next point; Agenda Items.

Mayor Stear said Council Meetings had been getting way off track with side bars during agenda item discussions. From that point on Council would need to stick with the items on the agenda and, if other questions were to arise, jot those down, get them to him, and he would see about getting them answers. He would expect Council to do their due diligence in researching items on the agenda before Council Meetings. If there were questions in regard to procedures, polices, ordinances, code sections, or any of those types of things that need to be answered before a decision could be made, Council could get those to him ahead of time and he would make sure that they got an answer.

#### **6. *Community Reports or Requests:***

- A. Farewell from Chief Dusseau and a Warm Welcome for Chief McDaniel – Justin Dusseau, Chief of Police  
*(Recording starts during this item)*

Chief Dusseau discussed his honor and appreciation for serving Kuna. He thanked Council and City staff for the relationships and quality work done.

Chief McDaniel thanked Mayor Stear and Council for welcoming him and he was excited to continue moving forward with Kuna.

Mayor Stear thanked Chief McDaniel and welcomed him to Kuna. He asked Chief Dusseau to come forward. He expressed his appreciation of Chief Dusseau's leadership especially during the tragic incidents that happened during the first part of the year. He also appreciated how the officers handled themselves during those situations. He could not express enough thanks for that. He presented Chief Dusseau with a certificate of appreciation and a large coin with the City of Kuna's emblem on it.

Chief Dusseau thanked everyone for the gift.

**B. Discussion on Air Quality Board – Kent Goldthrope, Interim Director of the Air Quality Board**  
(Timestamp 00:03:53)

Kent Goldthrope, Interim Director of the Air Quality Board, explained he was given a number of tasks to accomplish. Direction was given to him a couple weeks prior to this meeting by the Ada County Commission to discuss with Kuna the subject of how it might or might not be possible for the City of Kuna to enter into the Joint Powers Agreement currently enforced between the other cities in the County, Ada County, and ACHD concerning the Board that operates the Ada County Emissions Testing Program. Currently, Kuna participated in the Canyon County program. He was familiar with most of the reasons for that participation. Those reasons from the past seemed to no longer exist; in so far as there did not seem to be anything that could be done about them. He agreed with Kuna's decision and would have done the same. No one wanted to initially participate in a mandatory, compulsory, and often times punitive emissions testing program but they were forced into it one way or another. One of his biggest tasks at the Air Quality Control Board was to streamline operations and increase efficiency. One of their staff takes time each month to go through every single record they receive from ITD. Once they separate the 83634 vehicles out every month she separates the addresses that are within the Kuna City boundary manually. This was so no one receives two notices from two different entities; causing confusion. There may be other advantages to joining the Joint Powers Agreement and it appeared many of Kuna's citizens already figured that out as Ada County does a large percentage of the testing for vehicles in Kuna. His goal that evening was to simply start a dialogue with the possible end goal being that the Council pass a resolution to adopt the Ada County Joint Powers Agreement, adopt a clean air ordinance similar to what Ada County or some of the other cities in the County have, and adopt a second joint powers agreement with the department of environmental quality. After that the City of Kuna would officially be a part of the AQB and would still have the freedom to choose any test station in either county. He

would be happy to provide everyone with a copy of both joint powers agreements and the ordinance. He stood for questions.

Mayor Stear said as he researched this there was not a lot of information within the City about it because when this action was taken it was done legislatively. Through research and calling the DEQ he found it was a bit complicated. There were some issues that would need to be sorted through and figured out. He said copies of those agreements and any other information Mr. Goldthrope could provide would be appreciated.

Mr. Goldthrope agreed to get those to Council. He shared that the cost would be the same and the Air Quality Board's plan was one that fosters free enterprise and the private sector solution. Their stations pay them a certificate fee of \$3.50 and the total charges for their testing goes from \$8.88 up to the state allowed maximum of \$20.00. Several charge \$10.00 or less. In the Canyon County program the station owners receive \$3.00 of the \$11.00 that is charged. His opinion was that was a little more of a government program instead of one that fosters the private sector. Kuna's program offers an Ag Exemption. He could find out how many truly agricultural vehicles there are within the Kuna city limits and exempt them. That would not include vehicles like an F-350 being driven all over the valley and only occasionally used on the farm. The State Implementation Plan would have to be amended with the EPA to allow for an Ag exemption in their program. It would cost them about \$400,000.00 which is why they didn't do that. Another difference between the programs was that Ada County's stations can't do repair work which takes away a huge conflict of interest; a testing station can flunk someone and offer to fix the problem for a few hundred dollars. Mr. Goldthrope said it was possible to manipulate a test so their ordinance prohibits this. Their repair shops get plenty of referrals as well so they don't complain about not doing the initial testing. Their waiver threshold for repair costs in \$300.00 while Kuna's is \$200.00. The DEQ would rather see this happen when the A+ Technologies contract is over in several years and then would like the whole process to go out to bid. They have asked many times if they would bid and take over both programs but he has declined because he will never be the low bidder. They are already charging less than many Kuna citizens were paying. He added that because of the rest of the situation they would make it work. Those were the only questions and answers he brought. He thanked Council for their time.

Mayor Stear stated they would have more discussion regarding this and work through some of the issues. The City Attorney had already done some research on it and the City would be contacting them again.

Mr. Goldthrope said he would also get everyone's e-mail.

Mayor Stear thanked him.

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

- A. Public Hearing and consideration to approve Resolution No. R30-2017 - Approving Springhill Subdivision Development Agreement Amendment – Richard Roats, City Attorney  
(Timestamp 00:13:48)

City Attorney Richard Roats explained that he had included a memo in the packet to explain the reason for the amendment.

Council President Cardoza asked if the items he listed included all the changes in the development agreement.

Mr. Roats responded it was for the roundabouts.

Council President Cardoza clarified that nothing else would be varying from the development agreement and it would still have the same amount of homes.

Mr. Roats said that was correct.

Mayor Stear opened the public hearing.

Tim Eck, 6152 W Half Moon Lane, Eagle, Idaho, requested Council's approval of the amendment. He explained how codes and design requirements for roundabouts had changed in the ten years since the Springhill Subdivision was approved. As a result of a request from ACHD and their willingness cooperate, they were requesting to remove the roundabout in phase 1 and replace it with a cross intersection. A document in the Council Packet reflected the landscaping that would be in Phase 1. All the landscaping that would have been in the landscape roundabout would be within the landscape features around the intersection.

In Favor: None

Neutral: None

In Opposition: None

**Council Member Jones moved to close the public hearing. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, and McPherson.**

**Voting No: None**

**Absent: Council Member Buban-Vonder Haar**

**Motion carried 3-0.**

Council Member Jones asked Mr. Roats if the design approval took precedence over current city code. There were some improvements that went above and beyond City

Code and he was concerned they would decide not to do those improvements and only do what was required.

Mr. Roats said the development agreement took precedence over city code.

Council Member Jones asked if that included open spaces in lieu of park impact fees.

Mr. Roats explained the park impact fee ordinance applied to this development now. If they requested credits the staff would have to sit down with them to go over those.

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT- AMENDMENT, AMENDING THE DEVELOPMENT AGREEMENT FOR THE PROPERTY KNOWN AS SPRINGHILL SUBDIVISION AND OWNED BY N.E. KUNA FARM, LLC.

**Council Member Jones moved to approve Resolution No. R30-2017. Seconded by Council Member McPherson. Motion carried 3-0. Council Member Buban-Vonder Haar absent.**

**B. Public Hearing and consideration to approve 16-12-AN (Annexation) – Renascence Farm and Mason Creek Farms – Troy Behunin, Planner III  
(Timestamp 00:24:10)**

Applicants, Renascence Farm, LLC, Spaulding and Anderson and Mason Creek Farm, LLC, request approval to annex approximately 165 +/- acres into the City of Kuna. Applicant requests the R-6 (Medium Density Residential) for all properties. 139 acres of the application are located between Ten Mile and Black Cat Roads, south of Amity Road. Approximately 26 acres are located near the NEC of Ten Mile and Lake Hazel Roads, east of Ten Mile and north of Lake Hazel.

Planner III Troy Behunin explained to Council all the properties involved in the application. The applicant submitted all necessary items and met all noticing requirements and procedures. The application request followed state law and was eligible for category A annexation. The main requirements were that the owner was willing and had a touch to city limits. The applicant had been working on this application for more than four years and members of the audience had been working towards this goal for more than seven years. The application came in as an R-6 (Medium Density Residential) which means there could be up to but no more than six residential units per gross acre. That was a more popular and common zoning in Kuna. It was Mr. Behunin's personal experience that this particular developer rarely hit his maximum allowed density. At the Planning & Zoning Commission Hearing this developer did concede to reduce from an R-6 to an R-4 believing he would not even hit the four units per acre because of the challenging nature of the property regarding access to arterial roadways and the creek. The only thing lower than R-4

was R-2. The project was not quite a half mile from Kuna's wastewater treatment plant. During the City's 2008 Comprehensive Plan Update this property was envisioned as being included at some point inside the city limits. A number of years had passed as well as a number of contentions for common ground on a City Impact Boundary Line which was actually finalized through the Ada County Commission in February 2017. The City had the means to supply sewer and potable water service to that area due to the proximity to the treatment plant. Additionally, staff recommended that any legal agricultural uses and privileges associated with lands in the application would be allowed to practice those uses appropriately without expiration unless forfeited through land development. Staff asked that condition be added to the recommended order of decision at the end of the meeting. He stood for questions.

Council Member Jones clarified the intent was to request approval based on an R-4 designation and not the listed R-6.

Mr. Behunin responded that was the recommendation from the Planning & Zoning Commission.

Council Member Jones asked what Planning and Zoning's definition of emergency services was.

Mr. Behunin said fire, police, and paramedics.

Council Member Jones read, under the Proposed Idaho State Analysis on page 8 of 98, "Through discussions and comments submitted by public service providers, the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents." He asked where those comments were.

Mr. Behunin explained staff provided the information for comments to all the agencies including emergency services. At the end of their request for comments it stated that if they do not have any comments within 15 business days it would be assumed there were no comments from that agency. They had not responded.

Council Member Jones clarified this meant they did not have concerns regarding additional costs or imposing additional services and thanked Mr. Behunin.

Kevin McCarthy, KM Engineering, 9233 W State Street, Boise, Idaho, stated their client elected to just apply for annexation and zoning at this time. There were plans to submit a preliminary plat shortly after this meeting if they got a favorable recommendation. He clarified his client's offer to do the R-4 zone was for the Renaissance Farm properties, the remainder of the properties would stay R-6. With that zoning they had a plan for a variety of lot types and sizes across the site. Another thing offered up in the Planning & Zoning process was the lots near the Bittercreek Subdivision were agreed to be between an acre and .85 acres in size in

order to provide a buffer against the larger lot subdivision. They appreciated working with Mr. Behunin and they had no objections to the conditions listed. He stood for questions.

Mayor Stear asked Mr. McCarthy to clarify the part going to R-4 and the part staying R-6.

Mr. McCarthy said it was written correctly in the recommended conditions of approval; he just wanted to make sure that was made clear for the meeting.

Mayor Stear opened the public hearing.

In Favor:

Linda Lake, 854 Biltmore Avenue, Meridian, Idaho, testified in favor of the project. Ms. Lake owned a five acre property at the corner of Amity and Black Cat. She had permission to speak for neighbors in this case. They had about 70 acres represented between them and were looking forward to the development. The reason was the properties they owned had old septic and well systems and having the City's sewer system and water available to them would certainly be something they would look forward to as their aging systems failed.

Clair Bowman, 4400 Legacy Lane, Meridian, Idaho, lived immediately across Mason Creek to the south of this property. He developed Dream Catcher Subdivision in that area. They currently had two acre estate lots there. He supported the annexation and four units per acre density. The lower density fit the difficulty of developing that particular property out there. He noted the code had an indication of a greenbelt. Kuna's greenbelt currently showed along the south side of Mason Creek but that would not be possible. There were some homes much too close to that which were all currently privately platted. However, putting a greenbelt path on the north side of the creek within the Renaissance Farm Development should be a mandatory requirement. The developer had already promised to put larger, estate like homes next to Bittercreek on the north side. Their homes were equal to better quality on larger lots. They also requested some of the same kind of consideration on the properties that abut the creek.

Council President asked Mr. Bowman to describe where his subdivision was.

Mr. Bowman responded the access was off of Black Cat but the private lane known as Legacy Lane extends all the way through past the half section line so they have almost a half mile of frontage on Mason Creek immediately to the south of this property.

Jeanne Spaulding, 3975 W Amity Road, Meridian, Idaho, owned a property that was surrounded by the Renaissance and was in favor of the annexation. She had a

question regarding the R-4 and R-6 areas. She wanted to know if she was in the R-4 or R-6.

Mr. Behunin said she was in the R-4.

Ms. Spaulding asked if there was any way to insure that.

Mayor Stear asked Mr. Behunin to respond.

Mr. Behunin responded as stated in the conditions of recommended approval and with the findings of fact that were issued by Planning & Zoning, it was the second condition from the Planning & Zoning Commission that applicants shall receive the R-4 zone as accepted by the applicant for the properties west of Ten Mile Road also known as the Renaissance Farm Property. Ms. Spaulding's property was surrounded by the Renaissance lands and was west of Ten Mile Road. If the Council agreed to uphold that recommendation from Planning & Zoning that would be the guarantee she was looking for.

Mayor Stear asked if anyone else wanted to testify in favor.

Roy Spaulding, 2801 S Bluegrass Drive, Nampa, Idaho, said his parents were involved with the property and were in favor of the R-4. The annexation would allow his parents to split the property and he intended to build on it. The developer had been good to work with and had helped them figure things out. As long as he kept his agreements he was in favor of it as well.

Neutral: None

In Opposition:

Kenneth Bricker, 5020 S Country Life Lane, Meridian, Idaho, had a ten acre parcel with the Bittercreek Subdivision to the north and east sides. The proposed subdivision was to the south and west and bordered their property. They believed that, due to the rural area and the fact that Bittercreek Subdivision had one acre lots, the lots that bordered their property should be one acre lots or larger. The lots bordering Bittercreek would be about an acre and they would like to be included in that since the new subdivision would border his pasture.

Mayor Stear asked him to clarify.

Mr. Bricker wanted his property to be included in the properties bordered by approximately one acre lots.

Council Member Jones asked if Council could see a map the speakers could use to show where their properties were located.

Mr. Bricker showed Council Member Jones the location of his property.

Tim Kelly, 3891 W Daisy Creek Street, Meridian, Idaho, said he was somewhat speaking for Bittercreek Meadows Subdivision. They were adamantly opposed to the annexation plan for Renaissance and Mason Creek Farms. They did not oppose a development on that land but they did oppose the specific development project as written. They believed when a land development occurred there must be an impeccable balance between property owners who have already developed their land and the land owner of undeveloped property. He first addressed Kuna's City of Impact. After an exhaustive search throughout the City's website and comprehensive plan, it was difficult to locate any planning products that presented visual or written evidence that any consideration had been given to that area. The City of Kuna Area Impact Map dated December 2015 did not address any land development issues north of Lake Hazel Road. The Online Interactive Zoning Map did provide visual representation north of Lake Hazel to Amity Road but there was a disclaimer that it was for informational purposes only. The City of Kuna Zoning Map had a planning layout at Lake Hazel and north of Lake Hazel was zoned as Rural-Urban Transition which was the current zoning for their subdivision. The compatible zoning code, except for the R-2 zone, was not represented in the Kuna established zoning districts so they called for clarification and received two maps, one was the Kuna Planning & Zoning Department Area of Impact Boundary dated August of 2016 and the ACI Future Land Use Map dated December 2015 but, again, neither map addressed any planning north of Lake Hazel. Second, he addressed housing. Within Kuna's Comprehensive Plan there was a section on housing goals, objectives, and policies. The proposed plan was actually the antithesis of the second goal; encouraging logical and orderly residential development. This development was neither logical nor orderly and was in fact a classic example of leap frog. It was on a narrow path way dispersed from the center or boundaries of Kuna. The Housing Plan Objective 2-1 said to ensure that development proceeds in a logical and orderly manner so that public services are provided in a cost efficient manner. He asked where the planning met expected services that come with medium density. They had not seen any. Current planning only supported low density. They experienced the down side of this type of leap frog development when Bittercreek Meadows was developed. They had a solid commitment from the City of Meridian and the developer that services would be delivered. Homes were built and both the City of Meridian and the developer failed them when the down turn occurred. That could happen in this instance as well. Lastly he discussed Kuna's Zoning Code and Transition. It was important to illustrate that the area in and around Bittercreek Subdivision was rural in nature and on the edge of both Meridian and Kuna's planning areas. It was their

understanding that the dividing line was actually Lake Hazel Road. They had already built and were happy with their subdivision and its R-2 zoning. Their neighbors outside the subdivision had also developed their properties in a rural or agricultural environment. The proposed zoning did not fit and allowed for no transition into the current zoning. He then made a quick note about noticing procedures. Noticing deficiencies were pointed out during the Planning & Zoning process. Those same homeowners were not notified during this process. There were also multiple issues with proper signage around the property. They did not meet with code and a violation had been registered the previous week. They had not heard back on that yet.

Steve Glover, 4050 W Legacy Lane, Meridian, Idaho, which was on the south side of Mason Creek, said Renaissance Farms would be directly in his backyard. This would be a big impact for three or four homes. He was completely against the annexation and thought it appeared to be a land grab by Kuna. Everything he had looked at, comprehensive plans for both Kuna and Meridian, it all stopped at Lake Hazel. He knew Mr. Eck said, in his Planning & Zoning meeting which Mr. Glover was unable to attend, that this area had been approved before. From what he could find, in August of last year Ada County Commissioners were against encroaching on Meridian boundaries. He was not an expert, just an average citizen concerned about an R-6 Corey Barton subdivision going in his backyard. Most of his life he spent living in medium density subdivisions trying to save enough money to purchase the home he did. It was two and half acres. The reason they chose it was the plans the City of Kuna and the City of Meridian created showing this area as a low density rural estate R-1 to R-2 area. Now that Kuna wanted to go north of Lake Hazel with Renaissance Farms as an R-6, he did not see the point in cities spending money on comprehensive plans they weren't going to follow. He asked what a citizen was supposed to do. They base where they are going to buy a home when they save enough money to buy a two and half acre lot on those plans but now it seemed like it was being blown off because it was not convenient. If they did approve this he did not think it should be any larger than R-2 because that was what people planned on. It was zoned R-1 and R-2 based on what Meridian had and then Meridian bailed on the citizens they promised to support because of litigation. He was frustrated and did not want a Corey Barton Subdivision in his backyard.

Rhonda McCarvel, 4887 S Nickle Creek Avenue, Meridian, Idaho, reiterated that if the City of Kuna did decide to take this land that had always been rural and planned to be rural it should remain no more than R-2. The areas around it were all rural and it was far away from services. It lent itself better to the R-2. All of their homes were on one acre lots or more and it should meet up.

Leslie Anderson, 3985 W Amity Road, Meridian, Idaho, stated she and her husband, Brent Anderson, owned two acres basically in the middle of this development. She put down that they were opposed but they were actually listed as one of the applicants for the annexation. That was simply because if Mr. Eck's annexation was approved they were on board. They did not want to be an island surrounded by a city. There were some benefits to them as property owners if the subdivision was completed. It would mean services to an aging farm property. However, she didn't advocate for an R-6 property but preferred multi acre lots adjoining. They preferred the R-2 density because that was what they had envisioned would be eventually put in. They were quite pleased with how Planning & Zoning handled it and agreed with the homeowners that it should be no greater than R-4.

Les Oliver, 4965 S Nickle Creek, Meridian, Idaho, read a few notes he had. He had hoped one of the Council members had a relative living in their subdivision because then they would understand how close they were and how beautiful and secure it was. It takes time, a lot of work, and a lot of money to keep it that way. He found it depressing that the developer was trying to go all R-6, six houses per acre, when they were all one house per acre. He felt there should at least be some green space as transition between them, then at least a few rows of two to three houses per acre, and any R-6 should be well past that in his opinion. They had a problem with the developer's partner in the past. He was sued and Mr. Oliver believed he was now out of business. They were starting to get legal pressure from Mr. Eck regarding their properties at the moment. He hoped Council could look at this like they lived in their subdivision for his family, Bittercreek Subdivision, and future developments on that side of Kuna.

Council Member Jones asked Mr. Oliver if he was on any City services.

Mr. Oliver responded they had their septic and well.

Anthony Brown, 4974 S Bittercreek Avenue, Meridian, Idaho, added to his neighbors' concerns about the development being R-6. He and his wife moved into their home in 2008. Things were just stabilizing after their struggles with Meridian. They knew the property would be developed but as was stated previously, they expected it would be R-2 or R-1. They were adamantly opposed to anything R-6 or even R-4 and would prefer to see nothing less than R-2 in the development.

Rebuttal:

Tim Eck, 6152 W Half Moon Lane, Eagle, Idaho, read a narrative and then answered questions. There was a lot of history in this property included in the annexation and

zoning application. For years Kuna's planning area extended to Amity and Meridian's Lake Hazel. This resulted in a one mile overlap. Many present had been in that ten year battle. Both cities started planning how to provide services to this one mile overlap each assuming this mile would eventually annex into and be serviced by them. At that time the path of annexation to Meridian was over two miles and to Kuna was about a quarter mile. Currently the path to Meridian was about one and half to two miles depending on the direction and to Kuna the applicant properties were contiguous. The path to Meridian was impossible at that time and for the extended future. There were significant land owners in the path to Meridian with no interest in annexing into Meridian or any city. Meridian entered into an agreement with the developer where Meridian would build a lift station within this mile that would connect to their waste water facilities and the developer would bring domestic water from Meridian to this mile. Kuna researched and decided the best location for the Kuna North Waste Water Treatment Plant would be at its current location; on the Mason Creek Drain and within the sewer shed approximately one quarter mile south of this square mile recognizing that the natural gravitational flow of this mile would bring sewer to Kuna. As the national economy changed Meridian and the developer entered into a nullification agreement releasing each other from any obligations to bring services to this mile while Kuna proceeded by building a waste water treatment plant at an approximate cost, with penalties and interests, of \$30 million. In 2017 sewer, water, and pressurized irrigation would be within 150 feet of this property. That was not a big leap frog; it was there. It was obvious the location of these facilities was with the intent to service this mile. Additionally, all lands south of the Rossin Canal, which included the applicant properties, would gravity flow into a lift station that would pump the Kuna Waste Water Treatment Plant. Meridian proceeded with expanding their Area of City Impact to include this mile and subsequently abandoned all plans to serve this mile. Wanting to end the arm wrestling with Meridian, Kuna pulled the line on their comp plan map back to Lake Hazel having already built the Kuna North Waste Water Treatment Plant a few hundred feet south of Lake Hazel, followed by extending sewer and domestic water services several hundred feet north in Lake Hazel. Kuna recognized that Idaho law provided the land owner the right to annex their property into any city that they become contiguous to regardless of the area of city impact lines, city planning area lines, or comp plan maps; it was the land owner's option and right. Prior to Kuna pulling back their city planning area to Lake Hazel the land in this application was included in the Kuna Comprehensive Plan map and text on page 64 and 125. It was clear Kuna anticipated this area becoming part of Kuna in the future. At one time the area had a land use designation of medium density residential. The pull back on the map removed the mile from the map but it still remained in the Kuna Comprehensive Plan text. It should be recognized that, based on the data from COMPASS traffic

area zones and the new waste water treatment plant coupled with other nearby developments under way, Kuna still identified the land in this application as being part of Kuna's future and being developed with overwhelming typical medium density residential. Kuna defined medium density residential as R-4 to R-8. They were not attempting to push the maximum density recognized in medium density residential. They were asking for R-6 with the maximum number of six homes per acre in order to offer a variety of housing types and comply with the goals and policies of Kuna's comprehensive plan. In addition to the land they own there were four other parcels that had recognized the importance of being in Kuna. They had signed consents to annexation. One parcel they had recently purchased and the other three had agreed to annexation to pursue their best interests as the annexation was the best way to allow them to access city services, sewer, water, and pressurized irrigation, that would be brought to or near their property as the applicant land was improved. They do not build six an acre. This would be 3.5 to 3.7 per acre. He offered to drop the density to R-4 at Planning & Zoning and that was overwhelmingly received. They did have large lots planned against the Bittercreek Meadows Subdivision. They did have an existing sewer line they had to follow and build a road over or replace. A gentleman said they were on septic. They were not. They were on temporary microbial tanks that went through a sewer line that went out to a lagoon that was clear at the west boundary of the applicants property about a quarter to a half mile from their property. This was temporary and was supposed to be off line within a few years. It was a DEQ nightmare. Part of what they would do was with the first phase he would build a lift station that would connect to the Kuna Waste Water Treatment facility and take the lagoon off line. They would be able to abandon their microbial tanks and go to a standard sewer connection facility. This was a result of years of work and negotiation. When the litigation was going on convincing the City of Kuna, Mayor Nelson, the engineers, and the attorneys were involved, to allow the folks of Bittercreek Meadows to connect to a lift station that would pump to Kuna so their sewer problems could be resolved. They had offered to connect them to city sewer or city water but they had no interest. They could connect to the City's pressurized irrigation but that would require annexation. The big battle was to get them the right to be able to be connected to the Kuna Waste Water Treatment facility without annexation. Both cities agreed on it. Meridian was thrilled that they would be taking care of their problem and would be purchasing their sewer connection fees so they could connect to the City of Kuna. The Andersons had some problems through various prior ownerships; their house sits about two feet from one property line and the barn at the back of their property sits about fifteen feet on his property. The Spauldings didn't have that problem but they were working with them. They had gone through concept plan number 17 working relentlessly with both property owners to try and accomplish a property boundary adjustment. They would

be annexed and they would reserve their agricultural use rights. They would take care of it all for them. They would get their split and fix their property so they would have legal setbacks for all the buildings on their property. There would be a greenbelt along Mason Creek. He was opposed to pocket parks but he put greenbelts in along canals whenever it was feasible and this was a prime case. He explained their process in determining their building limits and placement for the road parallel to Mason Creek. Those lots would be 105 to 110 feet deep. Behind that there would be a greenbelt with a bike path and more open space because of significant easements on each side of Mason Creek. There was a big separation from their back fences to the folks on the other side of Mason Creek. Subdivision boundaries would be fenced per Kuna code, six foot vinyl fence around the boundaries and wrought iron along the canals. There would be interior bicycle pathways. There would be large lots abutting Bittercreek. The application still said R-6 because that was how it was submitted but they had consented to a maximum of four. He stood for questions.

Mayor Stear commented that when he first took over as Mayor one of the biggest things for him was to rebuild relationships with other entities and cities Kuna had problems with. He said that he was a stickler on anything going beyond Kuna's Area of City Impact be negotiated with the other cities. He asked if Meridian had given their blessing.

Mr. Eck said he had several meetings with Mayor De Weerd and some included Ada County Commissioner Dave Case. Ada County did not care and the City of Meridian was not there opposing it. They would be if they did. The mayor was not opposed to his annexation of his property and it was directly required to fulfill their obligation to get Bittercreek Meadows a sewer connection before DEQ came out and shut down their temporary facilities. They were part of the solution to that problem. If there was a down turn and he didn't get past phase one he would have really started nothing but there would be a lift station, the lagoon taken off line and all of Bittercreek Meadows waste water would pump to Kuna.

Mayor Stear asked if there were any questions from Council.

Council didn't have any questions.

Mr. Eck submitted a late exhibit. They were unable to present a preliminary plat at that moment because they did not know exactly where the road along mason Creek would go but he had a map. He used the map to explain the complexity of the property and their basic road configuration.

City Attorney Richard Roats asked a question. (*unintelligible – mic not on*)

Mr. Eck replied the road layout was just conceptual at the moment and would be until the road parallel to Mason Creek was figured out.

David Ferguson, 3430 W Lake Hazel Road, Meridian, Idaho, lived on Mason Creek. He didn't object to a walking path as long as it was done correctly. It wasn't on his side. His property crosses to the north side and he hadn't been asked about anything.

Mr. Eck replied their property boundary wouldn't include his boundary. The pathway would be along their property boundary.

Council Member Jones asked if the sewer hookup for Bittercreek was at Meridian's request or Bittercreek Meadow Subdivision's.

Mr. Eck said with the nullification agreement the developer got out of bringing the domestic water and the City of Meridian got out of building the lift station. There was a pretty brutal litigation between the Home Owner's Association and the City of Meridian. They recognized what he had and the role he would have to play in them ever getting sewer. He showed Council the location of the lagoon on the map.

City Clerk Chris Engels asked for a description on the record of what was being shown on the map.

Mr. Eck explained the lagoon was located on the south west corner of their property and the Bittercreek Subdivision connected on the north east corner of their property. Their microbial tanks did a very good job of processing their water but then the water went through a sewer main that ran through all his property and went out to the lagoon. The prior developer built that sewer main intending to put a road on top of it. The lagoon was temporary. When they build their lift station they would be tying into that existing sewer line and the lagoon would have to be decommissioned. They had an ongoing question with the City of Meridian regarding who was responsible for the decommissioning. The settlement agreement requires the City of Meridian to do a number of things for them. They would maintain their microbial tanks until they were connected and the lagoon disconnected. The question was when it should be decommissioned. It couldn't be decommissioned until it was off line. Their offer was to connect to their sewer line and work with Kuna to get them connected to Kuna's waste water treatment system because Meridian wouldn't be there for decades. Then they could take the lagoon and microbial tanks off line. They would be connected and Meridian would pay for all of their connection fees and would actually participate to a very small extent in the cost of a lift station.

Council Member Jones asked who the responsible party was for the decommissioning of the lagoon.

Mr. Eck said it depended on who you talked to. The City of Meridian was saying their obligation would end when the lagoon was disconnected. He had estimates from a number of contractors of what it would cost to have it disconnected and decommissioned. It would cost approximately \$290,000.00. He offered to take care of the decommissioning if they deeded the lagoon to him. It would cost less for him to do it during construction instead of as a standalone project. Currently they were at an impasse. He added that the lagoon was not built correctly on their property and actually a third of it was on his property.

Mr. Behunin explained the map Mr. Eck presented needed to be assigned an exhibit number. It was labeled as G-1.

**Council Member Jones moved to close the public hearing. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, and McPherson.**

**Voting No: None**

**Absent: Council Member Buban-Vonder Haar**

**Motion carried 3-0.**

*(Timestamp 01:30:27)*

Council Member Jones asked City Engineer Gordon Law, if this was approved, would the Meridian residents that would be hooked up to Kuna's facilities have to pay a monthly fee.

Mr. Law responded they would be required to pay at least what a city resident pays.

Council Member Jones asked City Attorney Richard Roats if, according to code, the City could charge a sewer fee to someone hooked up to Kuna's sewer but living outside city limits.

Mr. Roats confirmed yes.

Council Member Jones further asked if they would be required to pay for water and irrigation the same as a Kuna resident does whether they use those services or not.

Mr. Roats replied they would only be paying for the sewer service.

Council Member Jones clarified it was stipulated in code that the City was allowed to do that.

Mr. Roats said yes.

Council President Cardoza asked Planning & Zoning Director Wendy Howell what her recollection was on the R-4 from the Planning & Zoning Commission meeting.

Ms. Howell responded during discussion Mr. Eck offered the R-4 to mitigate some of the neighbors' concerns. The decision was to recommend the R-4 rather than the R-6.

Council President Cardoza clarified it was a condition of acceptance at that time.

Ms. Howell said it was.

Council President Cardoza asked if any of this has been discussed with Meridian.

Ms. Howell said yes, the applicant had numerous discussions with Meridian. She and Mayor Stear also discussed this during the ACI boundary discussions.

Mayor Stear further explained they knew Mr. Eck was wanting to annex a property out there so, to avoid complicating the Area of City Impact boundaries, during the ACI discussions they made sure they would not annex anything outside that boundary line without consent from Meridian. They wanted to be sure to avoid starting up another fight.

Council President Cardoza asked if the area between Lake Hazel and Amity was County and not Meridian's impact area.

Mayor Stear replied there was the one piece of property that was the city park that was annexed in. Beyond that he couldn't say what all was County and what was Meridian's.

Ms. Howell added that part of Patriot Ridge was also previously annexed.

Council President Cardoza asked if Kuna's comprehensive plan encompassed this mile from Lake Hazel to Amity.

Ms. Howell said it was not included in the comprehensive plan map but was mentioned in the comprehensive plan text.

Council President Cardoza asked if Kuna proper did not have an R-1, R-4, or R-6 for that area in the comprehensive plan.

Ms. Howell replied Kuna's comprehensive plan map did not show that area.

Council President Cardoza asked Mr. Eck to clarify what portions would be R-4.

Mr. Eck explained there were three other parcels; two internal to the Renaissance property and one on the edge. The one on the edge they now owned so he could

speaking for that property but he could not speak for the Spauldings or the Andersons on the R-4. They were there and he asked if they were ok with the R-4. They were. That meant 100% of the Renaissance portion of the application, everything west of Ten Mile, would be restricted to four lots per acre but would probably be at 3.7 or less.

Council President Cardoza clarified anything east of Ten Mile would be R-6.

Mr. Eck said yes and that was one piece within 107 acres that was already annexed into the City.

Council President Cardoza stated there was no rating for that property even when he bought those 107 acres. It was all agricultural. Mr. Eck was just asking for an R-6 based on his need not any condition of law.

Mr. Eck said it was his understanding that there was a land use designation for this area that was then pulled back as part of Kuna's recent agreement with Ada County. He believed they were consistent with that prior designation.

Mr. Behunin confirmed Mr. Eck's statement.

Council President Cardoza asked what would be considered low density.

Mr. Behunin said R-2. The City did not have an R-1 or an R-3. R-4 was considered medium density. The City did not do R-1 because the City encouraged land divisions at smaller than a half-acre.

Mr. Eck added that they were at the lowest end of medium density with R-4.

Council President Cardoza asked Mr. Eck if he recalled Commissioner Hennis questioning any of it being R-6 versus all R-4.

Mr. Eck said they didn't really do anything in that area that would be greater than four units. The only restriction they had to be cautious of was three dimensional standards. This plat of land was very complicated. When you start imposing strict dimensional standards all of the sudden you can't fit four lots per acre. The complexity was more in the dimensional standards than the density, but he felt everyone's concerns were more in the door count. He could say they would not have more than four per acre on the Mason Creek property but he preferred not to be tied to those dimensional standards.

Council President Cardoza asked if Kuna had dimensional standards.

Mr. Eck replied yes.

Council President Cardoza asked why R-4 would change the dimensional standards for 3.5 to 3.8 per acre.

Mr. Eck said they were asking for an R-6 primarily because of the dimensional standards and because it was right in the middle of medium density range. Generally speaking they didn't build six lots per acre. He did not have a subdivision they were working on that had six lots per acre. Generally it was about low threes to high threes per acre. They were happy with R-4 if the dimensional standards were taken away because with a subdivision like this there were a lot of weird shapes going on and a lot of open spaces generated by Mason Creek. Dimensional standards would be problematic for that. They may need to create lots that were narrower than 66 feet to achieve their R-4. He would be more than glad to commit to R-4 for the Mason Creek Property if they wanted to put that as part of the condition but he needed the R-6 dimensional standards to apply so 66 foot lots were not a problem.

Council Member Jones asked Mr. Behunin about the school district boundaries. He wanted to know if all these properties would fall into Ada County School District or Kuna School District.

Mr. Behunin responded it was roughly about 45% and 55%. The school boundaries, which the City did not get involved in and were created long ago, literally went north to south almost half through Renaissance properties.

Council Member Jones asked if Mr. Behunin was aware of any discussion concerning making it all one school district.

Mr. Behunin replied he knew Kuna School District did contact West Ada. He did not know the length or depth of the discussion but did know it could not be solved in one meeting.

Council Member Jones ask City Engineer Gordon Law, if the Bittercreek Subdivision did not hook up to the Kuna waste water plant and the lagoon became a DEQ problem, would he consider that to be a substantially higher cost than Mr. Eck's offer to resolve that issue. He wanted to know if Mr. Eck was saving them a substantial amount of money.

Mr. Law responded he did not know of any reason why the lagoon itself couldn't continue to work but it did have some problems. In order to fix being on property it shouldn't be on it would either have to be moved or the boundary dispute worked out. That was not an engineering problem, it was a people problem, but if the lagoon had to be moved that would be a substantial cost.

Mr. Roats asked to address some of Council President Cardoza's previous questions. Council President Cardoza had asked about the comprehensive plan as it may or may not apply to this area. Staff provided information that there was a map drawn as Kuna was working through expanding the Area of Impact up to Amity. Kuna's

comprehensive plan referenced development in this area in the text. He also noted the City of Meridian's comprehensive plan also applied to this area. A significant portion was zoned R-3 by Meridian. He also noted that Idaho Code 67-6511B provided guidance for the comprehensive plan and the zoning designation requested would be in accordance with but did not match perfectly. It did not have to be a strict conformity so they could approve an R-4. They would just need to make a factual inquiry. Things they would need to consider would include location, the sewer issue, priority area, and things along those lines. He stood for questions.

Council President Cardoza clarified Meridian had zoned it an R-3 but it did not compel them to mandate it an R-3.

Mr. Roats replied that was correct.

Council Member Jones asked Mr. Roats if he was aware of any documentation from the City of Meridian referencing the discussions they were included in that were mentioned.

Mr. Roats said he did not but he had no reason to doubt the references. He knew the discussions were going on as the boundary adjustment was happening. Nothing ever came back as “wait a minute we are drawing the line here”. In fact he thought all of the parties knew discussions were going on concerning the Bittercreek area and services going to Kuna. It was important to note that also fulfills Kuna’s obligation to Key Bank with the LID and the utilization of those. Those EDUs could be used outside of the city limits. All parties knew what was going on. A letter or affidavit concerning these meetings was not requested.

Council Member Jones clarified all those discussions took place before the finalization of the Area of Impact line. He assumed most of the discussions centered around Bittercreek and not the current requested property for annexation.

Mr. Roats replied all the properties were part of the discussions. It would not have made sense for Mr. Eck to offer to run these lines up only to deal with Bittercreek but not mention the new development.

Council President Cardoza asked Mr. Eck if he would be receptive to an R-4 on the 139 acres and an R-6 with the 26 acres of the 107 acres east of Ten Mile.

Mr. Eck said that was what the application was modified to.

Council President Cardoza asked Mr. Eck if he thought by maintaining an R-4 west of Ten Mile he would sell the houses more quickly due to the nature of that neighborhood.

Mr. Eck replied they had already acquiesced to the four units per acre. It actually wasn't requested; they offered it at the Planning & Zoning Commission meeting.

Council Member Jones appreciated everyone taking time out of their schedules to be there. Council only had three or four days to review the matter. He hoped they would respect his asking to table the matter so he could spend more time researching and reviewing the comments made that evening.

**Council Member Jones moved to table 16-12-AN (Annexation) to the Council meeting scheduled for April 18, 2017. Seconded by Council President Cardoza.**

Council President Cardoza asked Mr. Eck if it would be a problem to table it for two weeks.

Mr. Eck responded it would be a problem. He would be out of the country during the next Council meeting. He felt his input and knowledge of the property was pretty significant at the meetings and did not want keep pushing it further down the road. They had a noticing issue the very first time this went to Planning & Zoning and that caused a delay. They had a lot of work to get done and they wanted to start phase 1 in 2018. If Council was concerned about the position of the City of Meridian he was sure he could get something in writing. He thought his last discussion with them was about two months prior to this. Meridian's mayor, attorney, and a couple council members were there. They were adamantly in favor of the annexation. The big question was about adding the Spaulding and Anderson properties. They supported the annexation of those properties. He would certainly much rather walk out with a decision that night but understood it was an extensive packet.

Council Member Jones appreciated that but it was a big decision and he needed more time.

Council President Cardoza asked Council Member Jones the issues he wanted to review.

Council Member Jones wanted to review everything that was said. He felt it wasn't an unacceptable request it was just a lot of information. If the other Council members wanted to make a motion he could not prevent that.

Council President Cardoza thought most of the testimonies were related to an R-4 more than anything else and Mr. Eck was receptive to an R-4 west and an R-6 east but with a mandate of 3.5 to 3.7 construction on those 29 acres. He felt that would be acceptable to the public that was there.

Council Member McPherson could make a vote either way.

Council Member Cardoza said his only concern would be to make sure Meridian was agreeable to this.

Mr. Roats said there needed to be a date certain and asked that it be expedited so Mr. Eck could be present, possibly with a special meeting that week.

Council President Jones said if it needed to be a special meeting he wanted seven days.

Mayor Stear said there was a Planning & Zoning meeting that night so it would need to be the tenth or the twelfth.

Council Member Jones picked the twelfth.

City Clerk Chris Engels said the Clerk's Office had a conflict that night.

Council Member Jones stood with the eighteenth.

Mayor Stear said the applicant would not be there the eighteenth.

Council Member Jones asked when Mr. Eck would be back.

Mr. Eck responded. (*Unintelligible – not on mic*)

Motion and second to table the matter was withdrawn.

**Council President Cardoza moved to approve 16-12-AN (Annexation) based on public testimony, public record, staff report, and city code with the changes from R-6 to R-4 west of Ten Mile, all other conditions proposed by Planning & Zoning, and acceptance of Meridian, Idaho. Seconded by Council Member McPherson. Motion carried 2-1. Council Member Buban-Vonder Haar absent.**

**8. Business Items:**

*(Timestamp 02:12:45)*

**A. Fair Housing Month Proclamation – Mayor Stear**

Mayor Stear read the Fair Housing Proclamation.

**B. Consideration to approve award of bid for Ardell Pond and Pump Station Project – Gordon Law, City Engineer *The bid opening was Friday, March 31, 2017. Documents become available before Monday, April 3, 2017.***

City Engineer Gordon Law updated Council on the matter. Six bids were received. Two were low bids. He recommended the apparent low bidder, Irminger Construction, be awarded the bid. He indicated the funds would be split with the water and sewer funds based on location.

Council Member Jones asked if there were any supporting documents.

City Clerk Chris Engels replied the documents were not available at the time the packet was created. She e-mailed them to Council when they became available.

**Council President Cardoza moved to approve Resolution No. R31-2017. Seconded by Council Member McPherson. Motion carried 3-0. Council Member Buban-Vonder Haar absent.**

**9. Ordinances:**

*(Timestamp 02:19:03)*

**A. Consideration to approve Ordinance No. 2017-02A – Troost Family Trust Annexation**

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1314438920 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Cardoza moved to waive three readings of Ordinance No. 2017-02A. Seconded by Council Member McPherson. Motion carried 3-0. Council Member Buban-Vonder Haar absent.**

**Council President Cardoza moved to approve Ordinance No. 2017-02A. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, and McPherson.**

**Voting No: None**

**Absent: Council Member Buban-Vonder Haar**

**Motion Carried 3-0.**

**Council President Cardoza moved to approve the summary publication of Ordinance 2017-02A. Seconded by Council Member McPherson. Motion carried 3-0. Council Member Buban-Vonder Haar absent.**

**B. Consideration to approve Ordinance No. 2017-05 – Robinson Annexation**

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1312336075 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL

PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Cardoza moved to waive three readings of Ordinance No. 2017-05. Seconded by Council Member McPherson. Motion carried 3-0. Council Member Buban-Vonder Haar absent.**

**Council President Cardoza moved to approve Ordinance No. 2017-05. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, and McPherson.**

**Voting No: None**

**Absent: Council Member Buban-Vonder Haar**

**Motion Carried 3-0.**

**Council President Cardoza moved to approve the summary publication of Ordinance 2017-05. Seconded by Council Member McPherson. Motion carried 3-0. Council Member Buban-Vonder Haar absent.**

**10. Mayor/Council Announcements:**

*(Timestamp 02:24:10)*

Mayor updated Council that City Hall had some vandalism. A surveillance video was taken and turned over to the Kuna Police.

Mayor Stear complimented Council on their handling of an uncomfortable public hearing that evening. There was a lot to take in and they did good job.

Mayor Stear introduced Antonio Conti, the new City Engineer.

Mr. Conti was looking forward to meeting and working with everyone. He was available to answer questions anytime.

Mayor Stear confirmed his e-mail address had been set up and welcomed him to the City.

**11. Executive Session:**

**12. Adjournment: 8:36 pm**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Customer Service Specialist  
Date Approved: CCM 04.18.2017*

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## 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
<b>A COMPANY, INC.</b>												
1463	A COMPANY, INC.	B-270789		<u>RENTAL HI TECH RESTROOM,</u> <u>RENTAL 6.43, SERVICE 46.93,</u> <u>DAMAGE WAIVER 4.82,</u> <u>DELIVERY CHARGE 40.00,</u> <u>WINCHESTER PARK, SUTTERS</u> <u>MILL, EOW, APR 17</u>	04/02/2017	98.18	.00	01-6212 RENT- EQUIPMENT	1004	4/17		
Total B-270789:						98.18	.00					
1463	A COMPANY, INC.	B-270805		<u>RENTAL HI TECH RESTROOM,</u> <u>RENTAL 6.43, SERVICE 46.93,</u> <u>DAMAGE WAIVER 4.82,</u> <u>DELIVERY CHARGE 40.00,</u> <u>SEGO PRAIRIE</u> <u>POND/NICHOLSON PARK,</u> <u>EOW, APR 17</u>	04/02/2017	98.18	.00	01-6212 RENT- EQUIPMENT	1004	4/17		
Total B-270805:						98.18	.00					
1463	A COMPANY, INC.	B-270852		<u>RENTAL HI TECH RESTROOM,</u> <u>SN#T273, RENTAL 10.00,</u> <u>SERVICE 73.00, DAMAGE</u> <u>WAIVER 7.50, CITY FARM,</u> <u>EOW, APR 17</u>	04/02/2017	90.50	.00	21-6212 RENT- EQUIPMENT	1004	4/17		
Total B-270852:						90.50	.00					
1463	A COMPANY, INC.	B-270964		<u>RENTAL HI TECH RESTROOM,</u> <u>SN#GT156, RENTAL 6.43,</u> <u>SERVICE 46.93, DAMAGE</u> <u>WAIVER, DELIVERY CHARGE,</u> <u>ARBOR RIDGE PARK, EOW,</u> <u>APR 17</u>	04/02/2017	98.18	.00	01-6212 RENT- EQUIPMENT	1004	4/17		
Total B-270964:						98.18	.00					

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1463	A COMPANY, INC.	B-270965		<u>RENTAL HI TECH RESTROOM, RENTAL 6.43, SERVICE 46.93, DAMAGE WAIVER 4.82, DELIVERY CHARGE 40.00, FARM PARK, EOW, APR 17</u>	04/02/2017	98.18	.00	<u>01-6212_RENT- EQUIPMENT</u>	1004	4/17		
Total B-270965:						98.18	.00					
1463	A COMPANY, INC.	B-272084		<u>RENTAL HI TECH RESTROOM, SN#ADA508, RENTAL 6.43, SERVICE 83.58, DAMAGE WAIVER 4.82, DELIVERY CHARGE-AM DISABILITIES ACT UNIT, CITY HALL, EOW, APR 17</u>	04/12/2017	134.83	.00	<u>01-6170_PARK / MAINTENANCE &amp; OPERATION</u>	1004	4/17		
Total B-272084:						134.83	.00					
Total A COMPANY, INC.:						618.05	.00					
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0502400	5387	<u>3 NAME PLATES FOR ANTONIO CONTI, NEW CITY ENGINEER, 1 NAME PLATE FOR M.BORZICK, 1 NAME PLATE FOR D CROSLEY, 2 DESK PLATE HOLDERS, 4 DOOR PLATES, MAR 17, WATER</u>	03/29/2017	33.05	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	3/17		
277	ABC STAMP, SIGNS & AWARDS	0502400	5387	<u>3 NAME PLATES FOR ANTONIO CONTI, NEW CITY ENGINEER, 1 NAME PLATE FOR M.BORZICK, 1 NAME PLATE FOR D CROSLEY, 2 DESK PLATE HOLDERS, 4 DOOR PLATES, MAR 17, SEWER</u>	03/29/2017	33.05	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	3/17		
277	ABC STAMP, SIGNS & AWARDS	0502400	5387	<u>3 NAME PLATES FOR ANTONIO CONTI, NEW CITY ENGINEER, 1 NAME PLATE FOR M.BORZICK, 1 NAME PLATE FOR D CROSLEY, 2 DESK PLATE HOLDERS, 4 DOOR PLATES, MAR 17, PI</u>	03/29/2017	12.59	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	3/17		

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 0502400:						78.69	.00					
277	ABC STAMP, SIGNS & AWARDS	0502591	5408	<u>NAME PLATES AND HOLDERS FOR A MCCLELLAND AND J HELLMAN, P&amp;Z, APR 17</u>	04/04/2017	41.29	.00	01-6165 OFFICE SUPPLIES	1003	4/17		
277	ABC STAMP, SIGNS & AWARDS	0502591	5408	<u>NAME PLATES AND HOLDERS FOR A MCCLELLAND AND J HELLMAN, WATER, APR 17</u>	04/04/2017	2.03	.00	20-6165 OFFICE SUPPLIES	1003	4/17		
277	ABC STAMP, SIGNS & AWARDS	0502591	5408	<u>NAME PLATES AND HOLDERS FOR A MCCLELLAND AND J HELLMAN, SEWER, APR 17</u>	04/04/2017	2.03	.00	21-6165 OFFICE SUPPLIES	1003	4/17		
277	ABC STAMP, SIGNS & AWARDS	0502591	5408	<u>NAME PLATES AND HOLDERS FOR A MCCLELLAND AND J HELLMAN, PI, APR 17</u>	04/04/2017	.68	.00	25-6165 OFFICE SUPPLIES	1003	4/17		
Total 0502591:						46.03	.00					
Total ABC STAMP, SIGNS & AWARDS:						124.72	.00					
<b>ACEM</b>												
839	ACEM	60317.00		<u>3RD QTR MEMBERSHIP DUES, FY 2016, APR 17</u>	04/01/2017	1,429.00	.00	01-6075 DUES & MEMBERSHIPS	0	4/17		
Total 60317.00:						1,429.00	.00					
Total ACEM:						1,429.00	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	040717		<u>ACHD IMPACT FEES FOR MAR 2017</u>	04/07/2017	135,888.00	135,888.00	01-2510 ACHD IMPACT FEE TRANSFER	0	4/17	04/07/2017	
Total 040717:						135,888.00	135,888.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						135,888.00	135,888.00					

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<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	MAY 2017		<u>PROSECUTORIAL SERVICES MAY 17</u>	04/03/2017	4,232.81	.00	01-6203 <u>PROSECUTORIAL SERVICES</u>	0	5/17		
Total MAY 2017:						4,232.81	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,232.81	.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	6967		<u>SHERIFF SERVICES, APR 17</u>	04/03/2017	132,903.58	.00	01-6000 LAW <u>ENFORCEMENT SERVICES</u>	0	4/17		
Total 6967:						132,903.58	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						132,903.58	.00					
<b>ADVANCED COMMUNICATIONS, INC.</b>												
1566	ADVANCED COMMUNICATIONS, INC.	13831		<u>INSTALL IP PHONE FOR J HELLMAN, FEATURE CAT D LICENSE 5000, P&amp;Z, MAR 17</u>	03/27/2017	575.93	.00	01-6255 <u>TELEPHONE</u>	1003	3/17		
1566	ADVANCED COMMUNICATIONS, INC.	13831		<u>INSTALL IP PHONE FOR J HELLMAN, FEATURE CAT D LICENSE 5000, WATER, MAR 17</u>	03/27/2017	28.31	.00	20-6255 <u>TELEPHONE EXPENSE</u>	1003	3/17		
1566	ADVANCED COMMUNICATIONS, INC.	13831		<u>INSTALL IP PHONE FOR J HELLMAN, FEATURE CAT D LICENSE 5000, SEWER, MAR 17</u>	03/27/2017	28.31	.00	21-6255 <u>TELEPHONE EXPENSE</u>	1003	3/17		
1566	ADVANCED COMMUNICATIONS, INC.	13831		<u>INSTALL IP PHONE FOR J HELLMAN, FEATURE CAT D LICENSE 5000, PI, MAR 17</u>	03/27/2017	9.45	.00	25-6255 <u>TELEPHONE EXPENSE</u>	1003	3/17		
Total 13831:						642.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						642.00	.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	43276		<u>LAB TESTING, WATER, MAR 17</u>	03/31/2017	216.00	.00	20-6150 MAINT. & <u>REPAIRS -</u>				

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								SYSTEM	0	3/17		
	Total 43276:					216.00	.00					
1	ANALYTICAL LABORATORIES	43277		LAB TESTING, SEWER, MAR 17	03/31/2017	972.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/17		
	Total 43277:					972.00	.00					
	Total ANALYTICAL LABORATORIES:					1,188.00	.00					
<b>ARTCO (US, INC.)</b>												
1435	ARTCO (US, INC.)	17712007	5388	1 BX BUSINESS CARDS FOR NEW CITY ENGINEER, ANTONIO CONTI, MAR 17, P&Z	04/06/2017	10.00	.00	01-6165 OFFICE SUPPLIES	1003	4/17		
1435	ARTCO (US, INC.)	17712007	5388	1 BX BUSINESS CARDS FOR NEW CITY ENGINEER, ANTONIO CONTI, MAR 17, WATER	04/06/2017	13.20	.00	20-6165 OFFICE SUPPLIES	0	4/17		
1435	ARTCO (US, INC.)	17712007	5388	1 BX BUSINESS CARDS FOR NEW CITY ENGINEER, ANTONIO CONTI, MAR 17, SEWER	04/06/2017	13.20	.00	21-6165 OFFICE SUPPLIES	0	4/17		
1435	ARTCO (US, INC.)	17712007	5388	1 BX BUSINESS CARDS FOR NEW CITY ENGINEER, ANTONIO CONTI, MAR 17, PI	04/06/2017	3.60	.00	25-6165 OFFICE SUPPLIES	0	4/17		
	Total 17712007:					40.00	.00					
1435	ARTCO (US, INC.)	17759180	5407	BUSINESS CARDS FOR NEW P&Z EMPLOYEES, ANDY MCCLELLAND AND JACE HELLMAN, P&Z, APR 17	04/06/2017	71.76	.00	01-6165 OFFICE SUPPLIES	1003	4/17		
1435	ARTCO (US, INC.)	17759180	5407	BUSINESS CARDS FOR NEW P&Z EMPLOYEES, ANDY MCCLELLAND AND JACE HELLMAN, WATER, APR 17	04/06/2017	3.52	.00	20-6165 OFFICE SUPPLIES	1003	4/17		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1435	ARTCO (US, INC.)	17759180	5407	<u>BUSINESS CARDS FOR NEW P&amp;Z EMPLOYEES, ANDY MCCLELLAND AND JACE HELLMAN, SEWER, APR 17</u>	04/06/2017	3.52	.00	21-6165 OFFICE SUPPLIES	1003	4/17		
1435	ARTCO (US, INC.)	17759180	5407	<u>BUSINESS CARDS FOR NEW P&amp;Z EMPLOYEES, ANDY MCCLELLAND AND JACE HELLMAN, PI, APR 17</u>	04/06/2017	1.20	.00	25-6165 OFFICE SUPPLIES	1003	4/17		
Total 17759180:						80.00	.00					
Total ARTCO (US, INC.):						120.00	.00					
<b>BHS SPECIALTY CHEMICALS</b>												
512	BHS SPECIALTY CHEMICALS	81254	5331	<u>(1) TOTE CITRIC ACID 2500# @\$0.66#. (2) SODIUM HYPOCHLORITE TOTES 330G @\$1.37, T SHAFFER, SEWER, MAR 17</u>	03/27/2017	2,554.20	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	4/17		
Total 81254:						2,554.20	.00					
512	BHS SPECIALTY CHEMICALS	81422	5357	<u>1 TOTE OF CHLORINE FOR BUTLER AND CEDAR WELLS, D.CROSSLEY, MAR.'17 - WATER</u>	03/27/2017	748.79	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/17		
Total 81422:						748.79	.00					
Total BHS SPECIALTY CHEMICALS:						3,302.99	.00					
<b>BIG SKY RENTALS LLC</b>												
1846	BIG SKY RENTALS LLC	2771	5385	<u>RENTED AERIATOR FOR OUTSIDE CITY HALL GRASS AREA, J MORFIN, MAR 17, PARKS</u>	03/28/2017	32.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/17		
Total 2771:						32.00	.00					

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Total BIG SKY RENTALS LLC:						32.00	.00					
<b>BOISE CALIBRATION SERVICE, INC.</b>												
1636	BOISE CALIBRATION SERVICE, INC.	21269		<u>1 CALIBRATION REPORT ON BACKFLOW TESTER, R JONES, MAR 17, PI</u>	03/27/2017	45.00	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	3/17		
Total 21269:						45.00	.00					
Total BOISE CALIBRATION SERVICE, INC.:						45.00	.00					
<b>BRADY INDUSTRIES OF IDAHO LLC</b>												
1240	BRADY INDUSTRIES OF IDAHO LLC	5385860	5372	<u>4 BX SM ROLL TOILET PAPER, 4 BX TRI FOLD PAPER TOWELS, 1 BX HAND SANITIZER, PARKS, MAR 17</u>	03/29/2017	360.85	.00	<u>01-6025 JANITORIAL</u>	1004	4/17		
Total 5385860:						360.85	.00					
Total BRADY INDUSTRIES OF IDAHO LLC:						360.85	.00					
<b>BUREAU OF OCCUPATIONAL LICENSE</b>												
1091	BUREAU OF OCCUPATIONAL LICENSE	03312017IBOL	5403	<u>INITIAL EXAM FOR NEW EMPLOYEE, CLASS 1 WASTE WATER, M.FISETTE, APR.'17</u>	03/31/2017	92.00	92.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	4/17	03/31/2017	
Total 03312017IBOL:						92.00	92.00					
Total BUREAU OF OCCUPATIONAL LICENSE:						92.00	92.00					
<b>BUSY BEE SAND &amp; GRAVEL</b>												
10	BUSY BEE SAND & GRAVEL	0036242	5450	<u>74.14 ROADMIX FOR GREENBELT EXTENSION, MAR 17</u>	03/24/2017	700.01	.00	<u>03-6364 EXPENDITURE-CIM GREENBELT EAST</u>	1020	4/17		
Total 0036242:						700.01	.00					
Total BUSY BEE SAND & GRAVEL:						700.01	.00					

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BUYWYZ LLC												
1795	BUYWYZ LLC	100605	5395	SCOTCH TAPE, LETTER OPENERS, SUCKERS, MAR 17	03/30/2017	94.03	.00	01-6165_OFFICE SUPPLIES	0	3/17		
Total 100605:						94.03	.00					
1795	BUYWYZ LLC	100901	5427	FELLOWS 8 COMPARTMENT STEP FILE, B BACHMAN, APR 17	04/06/2017	3.40	.00	01-6165_OFFICE SUPPLIES	0	4/17		
1795	BUYWYZ LLC	100901	5427	FELLOWS 8 COMPARTMENT STEP FILE, B BACHMAN, APR 17, PARKS	04/06/2017	7.69	.00	01-6165_OFFICE SUPPLIES	1004	4/17		
1795	BUYWYZ LLC	100901	5427	FELLOWS 8 COMPARTMENT STEP FILE, B BACHMAN, APR 17, BLDG INSPECTORS	04/06/2017	1.40	.00	01-6165_OFFICE SUPPLIES	1005	4/17		
1795	BUYWYZ LLC	100901	5427	FELLOWS 8 COMPARTMENT STEP FILE, B BACHMAN, APR 17, WATER	04/06/2017	.60	.00	20-6165_OFFICE SUPPLIES	0	4/17		
1795	BUYWYZ LLC	100901	5427	FELLOWS 8 COMPARTMENT STEP FILE, B BACHMAN, APR 17, SEWER	04/06/2017	.60	.00	21-6165_OFFICE SUPPLIES	0	4/17		
1795	BUYWYZ LLC	100901	5427	FELLOWS 8 COMPARTMENT STEP FILE, B BACHMAN, APR 17, PI	04/06/2017	.28	.00	25-6165_OFFICE SUPPLIES	0	4/17		
1795	BUYWYZ LLC	100901	5427	SPIRAL NOTEBOOKS, WHITEBOARD ERASE, DRY ERASE CLEANER, UNIBALL PENS, CURVED DESIGN EASEL DOCUMENT HOLDER, CLERKS, APR 17	04/06/2017	43.46	.00	01-6165_OFFICE SUPPLIES	0	4/17		
1795	BUYWYZ LLC	100901	5427	2 BX COPIER PAPER, 1 BX 3 TAB FILE FOLDERS, APR 17, WATER	04/06/2017	34.90	.00	20-6165_OFFICE SUPPLIES	0	4/17		
1795	BUYWYZ LLC	100901	5427	2 BX COPIER PAPER, 1 BX 3 TAB FILE FOLDERS, APR 17, SEWER	04/06/2017	34.90	.00	21-6165_OFFICE SUPPLIES	0	4/17		
1795	BUYWYZ LLC	100901	5427	2 BX COPIER PAPER, 1 BX 3 TAB FILE FOLDERS, APR 17, PI	04/06/2017	13.29	.00	25-6165_OFFICE SUPPLIES	0	4/17		

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1795	BUYWYZ LLC	100901	5427	9 COMPARTMENT DRAWER TRAY, MESH PHONE STAND, MSG LOG BOOK, CALENDER, TRASH CAN, PENCIL HOLDER, APR 17, P&Z	04/06/2017	88.46	.00	01-6165 OFFICE SUPPLIES	1003	4/17		
Total 100901:						228.98	.00					
Total BUYWYZ LLC:						323.01	.00					
<b>C. H. SPENCER &amp; COMPANY</b>												
1607	C. H. SPENCER & COMPANY	400996778	5396	STEM GUIDES FOR SLIDEGATES AT LAGOONS, SEWER, MAR 17	03/29/2017	315.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/17		
Total 400996778:						315.00	.00					
Total C. H. SPENCER & COMPANY:						315.00	.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	78644		CONTRACT SUPPORT AND MAINTENANCE FOR 3-1-17 TO 3-31-17, MAR 17	02/01/2017	459.20	.00	01-6052 CONTRACT SERVICES	0	3/17		
1239	CASELLE INC	78644		CONTRACT SUPPORT AND MAINTENANCE FOR 3-1-17 TO 3-31-17, MAR 17, P&Z	02/01/2017	147.60	.00	01-6052 CONTRACT SERVICES	1003	3/17		
1239	CASELLE INC	78644		CONTRACT SUPPORT AND MAINTENANCE FOR 3-1-17 TO 3-31-17, MAR 17, WATER	02/01/2017	434.60	.00	20-6052 CONTRACT SERVICES	0	3/17		
1239	CASELLE INC	78644		CONTRACT SUPPORT AND MAINTENANCE FOR 3-1-17 TO 3-31-17, MAR 17, SEWER	02/01/2017	434.60	.00	21-6052 CONTRACT SERVICES	0	3/17		
1239	CASELLE INC	78644		CONTRACT SUPPORT AND MAINTENANCE FOR 3-1-17 TO 3-31-17, MAR 17, PI	02/01/2017	164.00	.00	25-6052 CONTRACT SERVICES	0	3/17		
Total 78644:						1,640.00	.00					

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1239	CASELLE INC	79245		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 4-01-17 TO 04-30-17, APR 17</u>	03/01/2017	459.20	.00	<u>01-6052 CONTRACT SERVICES</u>	0	4/17		
1239	CASELLE INC	79245		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 4-01-17 TO 04-30-17, APR 17, P&amp;Z</u>	03/01/2017	147.60	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	4/17		
1239	CASELLE INC	79245		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 4-01-17 TO 04-30-17, APR 17, WATER</u>	03/01/2017	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	4/17		
1239	CASELLE INC	79245		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 4-01-17 TO 04-30-17, APR 17, SEWER</u>	03/01/2017	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	4/17		
1239	CASELLE INC	79245		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 4-01-17 TO 04-30-17, APR 17, PI</u>	03/01/2017	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	4/17		
Total 79245:						1,640.00	.00					
1239	CASELLE INC	79868		<u>CONTRACT SUPPORT AND MAINTENANCE, 05-01-17 TO 05- 31-17,</u>	04/01/2017	459.20	.00	<u>01-6052 CONTRACT SERVICES</u>	0	4/17		
1239	CASELLE INC	79868		<u>CONTRACT SUPPORT AND MAINTENANCE, 05-01-17 TO 05- 31-17, P&amp;Z</u>	04/01/2017	147.60	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	4/17		
1239	CASELLE INC	79868		<u>CONTRACT SUPPORT AND MAINTENANCE, 05-01-17 TO 05- 31-17, WATER</u>	04/01/2017	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	4/17		
1239	CASELLE INC	79868		<u>CONTRACT SUPPORT AND MAINTENANCE, 05-01-17 TO 05- 31-17, SEWER</u>	04/01/2017	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	4/17		
1239	CASELLE INC	79868		<u>CONTRACT SUPPORT AND MAINTENANCE, 05-01-17 TO 05- 31-17, PI</u>	04/01/2017	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	4/17		
Total 79868:						1,640.00	.00					

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Total CASELLE INC:						4,920.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113603		<u>DEDICATED LANDLINE, SCADA, 03-25-17 TO 04-24-17, APR 17, WATER</u>	03/25/2017	16.79	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	4/17		
62	CENTURYLINK	208922113603		<u>DEDICATED LANDLINE, SCADA, 03-25-17 TO 04-24-17, APR 17,SEWER</u>	03/25/2017	21.92	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	4/17		
62	CENTURYLINK	208922113603		<u>DEDICATED LANDLINE, SCADA, 03-25-17 TO 04-24-17, APR 17, PI</u>	03/25/2017	7.11	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	4/17		
Total 20892211360325170424:						45.82	.00					
Total CENTURYLINK:						45.82	.00					
<b>COMPASS</b>												
4	COMPASS	217075		<u>3RD QUARTER MEMBERSHIP DUES, APR 17</u>	04/03/2017	2,031.50	.00	01-6075 <u>DUES &amp; MEMBERSHIPS</u>	0	4/17		
Total 217075:						2,031.50	.00					
Total COMPASS:						2,031.50	.00					
<b>COREY BARTON HOMES, INC.</b>												
479	COREY BARTON HOMES, INC.	04032017		<u>DANSKIN LIFT STATION REIMBURSEMENT AGREEMENT, 1ST QTR, 16.8 EDUS, APR 17</u>	04/03/2017	6,400.80	.00	05-6306 <u>SEWER MAIN CAPACITY REIMBURSE</u>	0	4/17		
Total 04032017:						6,400.80	.00					
Total COREY BARTON HOMES, INC.:						6,400.80	.00					
<b>COUGAR MOUNTAIN REDI-ROCK, LLC</b>												
1707	COUGAR MOUNTAIN REDI- ROCK, LLC	11295	5338	<u>20 EA CEMENT BLOCKS WITH TIN CAPS FOR NEW GREENBELT EXTENSION, J ADAMS, MAR 17, PARKS</u>	03/27/2017	1,980.00	.00	03-6364 <u>EXPENDITURE-CIM GREENBELT EAST</u>	1004	3/17		

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Total 11295:						1,980.00	.00					
Total COUGAR MOUNTAIN REDI-ROCK, LLC:						1,980.00	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	7634	5469	REPLACE WIRE ON ANAROBIC ZONE MIXER, T SHAFER, APR 17	04/11/2017	130.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	4/17		
147	CUSTOM ELECTRIC, INC.	7634	5469	INSTALLATION OF PHOSPHORUS ANALYZER, T SHAFER, APR 17	04/11/2017	558.42	.00	21-6166 PP&E PURCHASES - OPERATIONS	0	4/17		
Total 7634:						688.42	.00					
Total CUSTOM ELECTRIC, INC.:						688.42	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	003 55182 001	5400	3 PAIRS OF CARHARTS AND STEEL TOE BOOTS, B.BURR, MAR.'17 - WATER	03/30/2017	273.57	.00	20-6285 UNIFORMS EXPENSE	0	3/17		
75	D & B SUPPLY	003 55182 001	5400	3 PAIRS OF CARHARTS AND STEEL TOE BOOTS, B.BURR, MAR.'17 - P.I	03/30/2017	68.39	.00	25-6285 UNIFORMS EXPENSE	0	3/17		
Total 003 55182 001:						341.96	.00					
Total D & B SUPPLY:						341.96	.00					
<b>DIGLINE</b>												
25	DIGLINE	0055987-IN		DIG FEES, MAR 17, WATER	03/31/2017	216.90	.00	20-6065 DIG LINE EXPENSE	0	3/17		
25	DIGLINE	0055987-IN		DIG FEES, MAR 17, SEWER	03/31/2017	216.90	.00	21-6065 DIG LINE EXPENSE	0	3/17		
25	DIGLINE	0055987-IN		DIG FEES, MAR 17, PI	03/31/2017	82.62	.00	25-6065 DIG LINE EXPENSE	0	3/17		

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Total 0055987-IN:						516.42	.00					
Total DIGLINE:						516.42	.00					
<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	040717		<u>PLUMBING PERMITS, MARCH 17</u>	04/07/2017	8,135.18	8,135.18	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	4/17	04/07/2017	
Total 040717:						8,135.18	8,135.18					
Total DMH ENTERPRISES:						8,135.18	8,135.18					
<b>E4 PARTNERSHIP, LLC</b>												
1655	E4 PARTNERSHIP, LLC	04032017		<u>DANSKIN LIFT STATION REIMBURSEMENT, 4.2 EDUS, APR 17</u>	04/03/2017	1,600.20	.00	05-6306 <u>SEWER MAIN CAPACITY REIMBURSE</u>	0	4/17		
Total 04032017:						1,600.20	.00					
Total E4 PARTNERSHIP, LLC:						1,600.20	.00					
<b>ELECTRIC LIGHTWAVE HOLDINGS INC</b>												
1411	ELECTRIC LIGHTWAVE HOLDINGS INC	14555430		<u>MONTHLY TELEPHONE, NETWORK, DATA, 4-1-17 TO 4- 30-17, APR 17</u>	04/01/2017	584.06	.00	01-6255 <u>TELEPHONE</u>	0	4/17		
1411	ELECTRIC LIGHTWAVE HOLDINGS INC	14555430		<u>MONTHLY TELEPHONE, NETWORK, DATA, 4-1-17 TO 4- 30-17, APR 17, P&amp;Z</u>	04/01/2017	208.60	.00	01-6255 <u>TELEPHONE</u>	1003	4/17		
1411	ELECTRIC LIGHTWAVE HOLDINGS INC	14555430		<u>MONTHLY TELEPHONE, NETWORK, DATA, 4-1-17 TO 4- 30-17, APR 17, WATER</u>	04/01/2017	542.36	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	4/17		
1411	ELECTRIC LIGHTWAVE HOLDINGS INC	14555430		<u>MONTHLY TELEPHONE, NETWORK, DATA, 4-1-17 TO 4- 30-17, APR 17, SEWER</u>	04/01/2017	542.36	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	4/17		
1411	ELECTRIC LIGHTWAVE HOLDINGS INC	14555430		<u>MONTHLY TELEPHONE, NETWORK, DATA, 4-1-17 TO 4- 30-17, APR 17, PI</u>	04/01/2017	208.60	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	4/17		

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Total 14555430:						2,085.98	.00					
Total ELECTRIC LIGHTWAVE HOLDINGS INC:						2,085.98	.00					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	032017		<u>ELECTRICAL PERMITS MARCH 2017, APR 17</u>	04/07/2017	9,469.51	9,469.51	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	3/17	04/07/2017	
Total 032017:						9,469.51	9,469.51					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						9,469.51	9,469.51					
<b>FASTENAL COMPANY</b>												
1507	FASTENAL COMPANY	IDBOS206469	5029	<u>18 PR L THERM-GUARD SERIES 250 BRUSHED COTTON POLY SHELL BLACK GLOVES, 18 LRG, 6 XL, 12 MED, 6 PR SM, 3 PR L WINTER GUARD SERIES 320 BODY GUARD INSULTED WATERPROOF GLOVES, 2 MED, 2 XL OF THE SAME, T SHAFER, DEC 16</u>	12/12/2016	282.55	.00	21-6230 <u>SAFETY TRAINING &amp; EQUIPMENT</u>	0	12/16		
Total IDBOS206469:						282.55	.00					
1507	FASTENAL COMPANY	IDBOS207654	5182	<u>WASHERS, NYLOCK, FLAT WASHERS, BOLTS, LAGS, LAGOON SLIDEGATES, M.NADEAU, FEB.'17 - SEWER</u>	02/03/2017	20.04	.00	21-6150 <u>MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/17		
Total IDBOS207654:						20.04	.00					
1507	FASTENAL COMPANY	IDBOS207678	5182	<u>WASHERS, NYLOCK, FLAT WASHERS, BOLTS, LAGS, FOR LAGOON SLIDEGATES, M.NADEAU, FEB.'17 - SEWER</u>	02/06/2017	112.02	.00	21-6150 <u>MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/17		
Total IDBOS207678:						112.02	.00					

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1507	FASTENAL COMPANY	IDBOS207725	5182	<u>10 S/S TRUBOLT 5/8 X 8/5 FOR LAGOON CONTACT CHAMBER MIXERS, M.NADEAU, FEB.'17 - SEWER</u>	02/08/2017	94.86	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/17		
Total IDBOS207725:						94.86	.00					
1507	FASTENAL COMPANY	IDBOS208119	5257	<u>30 NUTS AND BOLTS, EFF #1, A.COOK, FEB.'17 - SEWER</u>	02/27/2017	47.36	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/17		
Total IDBOS208119:						47.36	.00					
1507	FASTENAL COMPANY	IDBOS208250	5273	<u>HARDWARE FOR VARIOUS SEWER PROJECTS, LAGOON SLIDEGATES, A.COOK, MAR.'17 - SEWER</u>	03/03/2017	85.52	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	3/17		
Total IDBOS208250:						85.52	.00					
1507	FASTENAL COMPANY	IDBOS208355		<u>4 PC CHISEL SET, 5 PC CENTER PUNCH SET, A COOK, SEWER, MAR 17</u>	03/09/2017	40.88	.00	<u>21-6175 SMALL TOOLS</u>	0	3/17		
Total IDBOS208355:						40.88	.00					
1507	FASTENAL COMPANY	IDBOS208487	5318	<u>2 WRENCHES, CUT BLADES AND PUNCH SET, T FLEMING, MAR 17</u>	03/15/2017	249.38	.00	<u>21-6175 SMALL TOOLS</u>	0	3/17		
Total IDBOS208487:						249.38	.00					
1507	FASTENAL COMPANY	IDBOS208760		<u>RETURNED 39 PC SOCKET SET, 1/4 X3/8, T FLEMING, SEWER, APR 17</u>	04/03/2017	-83.35	.00	<u>21-6175 SMALL TOOLS</u>	0	4/17		
Total IDBOS208760:						-83.35	.00					

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Total FASTENAL COMPANY:						849.26	.00					
<b>FERGUSON WATERWORKS #1701</b>												
219	FERGUSON WATERWORKS #1701	0651583	5262	<u>1" STEM K-2 GUIDE, SERVICE PARTS FOR THE LAGOONS, A.COOK, FEB.'17 - SEWER</u>	03/23/2017	1,116.00	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	3/17		
Total 0651583:						1,116.00	.00					
219	FERGUSON WATERWORKS #1701	0652586		<u>WATER METERS, C DEYOUNG, MAR 17</u>	03/29/2017	4,667.22	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	3/17		
Total 0652586:						4,667.22	.00					
219	FERGUSON WATERWORKS #1701	0652819	5346	<u>PIPE T FOR NEW GREENBELT EXTENSION, J ADAMS, PARKS, MAR 17</u>	03/20/2017	18.48	.00	<u>03-6364 EXPENDITURE-CIM GREENBELT EAST</u>	1020	3/17		
Total 0652819:						18.48	.00					
219	FERGUSON WATERWORKS #1701	0653220		<u>40 WATER METERS, C DEYOUNG, MAR 17</u>	03/29/2017	5,440.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	3/17		
Total 0653220:						5,440.00	.00					
219	FERGUSON WATERWORKS #1701	0653663		<u>16 IPERL 1 GAL 6FT TRPL 3WI, 54 2 PC PIT, WATER METERS, C DEYOUNG, MAR 17</u>	04/01/2017	10,422.44	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	3/17		
Total 0653663:						10,422.44	.00					
Total FERGUSON WATERWORKS #1701:						21,664.14	.00					
<b>FLUID CONNECTOR PRODUCTS, INC.</b>												
1083	FLUID CONNECTOR PRODUCTS, INC.	6627789	5410	<u>1/4 IN ADAPTOR FOR HOSE, ELBOW, 1/2 ADAPTOR FOR HOSE, INSTALLING INTO PHORPHORUS ANALYZER, M NADEAU, SEWER, APR 17</u>	04/03/2017	19.26	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	4/17		

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 6627789:						19.26	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	6632644	5445	<u>12 FEET OF HOSE TO REPLACE ON POLYMER PUMP IN THE SOLIDS BLDG. M NADEAU, SEWER, APR 17</u>	04/07/2017	18.38	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/17		
Total 6632644:						18.38	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						37.64	.00					
<b>GEM STATE ELECTRIC</b>												
996	GEM STATE ELECTRIC	113671	5164	<u>2 RUN CAPACITORS FOR LIFT STATIONS, HUBBARD LS. SEWER, M. NADEAU, JAN 17</u>	01/27/2017	54.96	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/17		
Total 113671:						54.96	.00					
Total GEM STATE ELECTRIC:						54.96	.00					
<b>HD SUPPLY WATERWORKS LTD</b>												
63	HD SUPPLY WATERWORKS LTD	G952831	5389	<u>WATER METER SETTER, BRASS COUPLINGS AND STREET L'S, REPLACE WATER SERVICE ON BLUE SKY, C DEYOUNG, WATER, MAR 17</u>	03/30/2017	702.73	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/17		
Total G952831:						702.73	.00					
63	HD SUPPLY WATERWORKS LTD	G998477	5412	<u>12 16IN RISERS, 12 10 IN. 6 BOTTOMS, 10 6 IN EXTENSIONS, ADA COUNTY ROAD PROJECTS, M DAVILA, WATER, APR 17</u>	04/04/2017	1,541.28	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	4/17		
Total G998477:						1,541.28	.00					
Total HD SUPPLY WATERWORKS LTD:						2,244.01	.00					

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<b>HUBBLE HOMES</b>												
380	HUBBLE HOMES	041217		<u>REFUND OVERCHARGE FOR PERMIT #12088 DEPOSITED 3-27-17. P&amp;Z</u>	04/12/2017	24.90	.00	01-4185 MISCELLANEOUS INCOME	1003	4/17		
Total 041217:						24.90	.00					
Total HUBBLE HOMES:						24.90	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	4-2017		<u>CONTRACT SERVICES, APR 17</u>	04/07/2017	5,122.08	.00	01-6005 ANIMAL CONTROL SERVICES	0	4/17		
Total 4-2017:						5,122.08	.00					
Total IDAHO HUMANE SOCIETY:						5,122.08	.00					
<b>IDAHO MATERIALS &amp; CONSTRUCTION</b>												
418	IDAHO MATERIALS & CONSTRUCTION	4420		<u>VALVES AND VALVE COLLARS FOR ACHD PROJECT ON SCHOOL AVE, BEST BATH, DEER FLAT, AND TEN MILE. G.LAW, APR. '17 - WATER</u>	04/10/2017	9,375.00	.00	20-6166 PP&E PURCHASES OPERATIONS	0	4/17		
Total 4420:						9,375.00	.00					
Total IDAHO MATERIALS & CONSTRUCTION:						9,375.00	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	040620171		<u>ELECTRIC SERVICE FOR PATAGONIA STREET LIGHTS, 3/7-4/4/17</u>	04/06/2017	1.14	.00	01-6290 UTILITIES	1002	3/17		
Total 040620171:						1.14	.00					
Total IDAHO POWER CO:						1.14	.00					
<b>IDAHO POWER COMPANY (FIBER OPTIC)</b>												

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1867	IDAHO POWER COMPANY (FIBER OPTIC)	CK 17011NT		<u>SERVICE FEES, MAR 17</u>	03/29/2017	11.87	.00	<u>01-6505 BANK FEES</u>	0	3/17		
Total CK 17011NT:						11.87	.00					
Total IDAHO POWER COMPANY (FIBER OPTIC):						11.87	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1036954	5354	<u>AD# 1595390, LEGAL NOTICE, IRRIGATION ASSESSMENTS DUE 4/1/17, G.LAW, MAR.'17 - P.1</u>	03/29/2017	60.20	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	3/17		
Total 1036954:						60.20	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1039423-A	5446	<u>AD#1604715, LEGAL PUBLICATIONS, 16-04-S, TNT ESTATES SUBDIVISION, T BEHUNIN, APR 17</u>	04/12/2017	59.76	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	4/17		
Total 1039423-A:						59.76	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1039423-B	5466	<u>AD#1605384, LEGAL PUBLICATIONS, WINDFIELD SPRINGS SUB, CITY COUNCIL, T KESNER, APR 17</u>	04/12/2017	60.75	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	4/17		
Total 1039423-B:						60.75	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1039423-C		<u>AD#1603597, LEGAL NOTICE, ORDINANCE 2017-02A, APR.'17</u>	04/12/2017	50.88	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	4/17		
1802	IDAHO PRESS TRIBUNE, LLC	1039423-C		<u>AD#1603601, LEGAL NOTICE, ORDINANCE 2017-05, APR.'17</u>	04/12/2017	50.88	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	4/17		
Total 1039423-C:						101.76	.00					
Total IDAHO PRESS TRIBUNE, LLC:						282.47	.00					



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				SODIUM THIOSULFATE, T SHAFER, SEWER, MAR 17	03/27/2017	1,017.45	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/17		
Total 3014230307:						1,017.45	.00					
Total IDEXX DISTRIBUTION, INC.:						1,017.45	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	98765		SET UP A MCCLELLAND NEW HIRES ACCOUNT AND PC. SET UP SCANNER, ADDED 2 NEW ACCOUNTS, MAR 17	03/26/2017	260.53	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	3/17		
1595	INTEGRINET SOLUTIONS, INC.	98765		SET UP A MCCLELLAND NEW HIRES ACCOUNT AND PC. SET UP SCANNER, ADDED 2 NEW ACCOUNTS, MAR 17, WATER	03/26/2017	12.80	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	1003	3/17		
1595	INTEGRINET SOLUTIONS, INC.	98765		SET UP A MCCLELLAND NEW HIRES ACCOUNT AND PC. SET UP SCANNER, ADDED 2 NEW ACCOUNTS, MAR 17, SEWER	03/26/2017	12.80	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	1003	3/17		
1595	INTEGRINET SOLUTIONS, INC.	98765		SET UP A MCCLELLAND NEW HIRES ACCOUNT AND PC. SET UP SCANNER, ADDED 2 NEW ACCOUNTS, MAR 17, PI	03/26/2017	4.27	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	1003	3/17		
Total 98765:						290.40	.00					
1595	INTEGRINET SOLUTIONS, INC.	98908		WORKED ON CREDIT CARD PRINTER, MAR 17	03/31/2017	88.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/17		
Total 98908:						88.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	99013		2 EA 20" DELL MONITORS, 1 EA STOCK VIDEO CARD FOR J MARSH, MAR 17	03/30/2017	90.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/17		
1595	INTEGRINET SOLUTIONS, INC.	99013		2 EA 20" DELL MONITORS, 1 EA STOCK VIDEO CARD FOR J MARSH, MAR 17, WATER	03/30/2017	119.79	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/17		



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
				PROCESSOR DUAL CORE, 8 GB DIMM, INTEL INTEGRATED GRAPHICS, 500 GB 3.5" SATA HARD DRIVE, WINDOWS PROFESSIONAL, NO MEDIA, 64 -BIT, DELL USB KEYBOARD AND OPTICAL MOUSE, 16 DVD+/- RW SATA, MICROSOFT OFFICE HOME,	03/30/2017	18.20	.00	25-6142_MAINT. & REPAIRS - EQUIPMENT	1003	3/17		
Total 99013:						2,145.50	.00					
Total INTEGRINET SOLUTIONS, INC.:						2,523.90	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482195000228		NATURAL GAS CONSUMPTION NWWTP, 02-28-17 to 03-27-17, WATER, MAR 17	03/28/2017	463.20	.00	20-6290 UTILITIES EXPENSE	0	3/17		
37	INTERMOUNTAIN GAS CO	482195000228		NATURAL GAS CONSUMPTION NWWTP, 02-28-17 to 03-27-17, SEWER, MAR 17	03/28/2017	463.20	.00	21-6290 UTILITIES EXPENSE	0	3/17		
37	INTERMOUNTAIN GAS CO	482195000228		NATURAL GAS CONSUMPTION NWWTP, 02-28-17 to 03-27-17, PI, MAR 17	03/28/2017	176.46	.00	25-6290 UTILITIES EXPENSE	0	3/17		
Total 4821950002281732717:						1,102.86	.00					
Total INTERMOUNTAIN GAS CO:						1,102.86	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	030317-03241		DISPOSAL/REMOVAL SLUDGE, 03-17 TO 03-24-17, MAR 17	03/29/2017	1,440.00	.00	21-6150_MAINT. & REPAIRS - SYSTEM	0	3/17		
Total 030317-032417:						1,440.00	.00					
230	J & M SANITATION, INC.	03242017-033		SANITATION RECEIPT TRANSFER - 3/24/17-3/30/17	03/31/2017	9,856.07	9,856.07	26-7000 SOLID WASTE SERVICE FEES	0	3/17	03/31/2017	

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230	J & M SANITATION, INC.	03242017-033		<u>SANITATION RECEIPT TRANSFER LESS FANCHISE FEES - 3/24/17-3/30/17</u>	03/31/2017	-973.78	-973.78	01-4170 <u>FRANCHISE FEES</u>	0	3/17	03/31/2017	
Total 03242017-03302017:						8,882.29	8,882.29					
230	J & M SANITATION, INC.	032917		<u>25 YD ROLLOFF DUMPSTER AT SHORTLINE FOR CLEANUP, B WITHROW, MAR 17</u>	03/29/2017	478.00	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	0	3/17		
Total 032917:						478.00	.00					
230	J & M SANITATION, INC.	03312017-040		<u>SANITATION RECEIPT TRANSFER - 03-31-17 TO 04-06 -17</u>	04/07/2017	31,339.23	31,339.23	26-7000 <u>SOLID WASTE SERVICE FEES</u>	0	4/17	04/07/2017	
230	J & M SANITATION, INC.	03312017-040		<u>SANITATION RECEIPT TRANSFER - LESS FRANCHISE FEE, 03-31-17 TO 04-06-17</u>	04/07/2017	-3,096.31	-3,096.31	01-4170 <u>FRANCHISE FEES</u>	0	4/17	04/07/2017	
Total 03312017-04062017:						28,242.92	28,242.92					
Total J & M SANITATION, INC.:						39,043.21	37,125.21					
<b>J-U-B ENGINEERS, INC.</b>												
1236	J-U-B ENGINEERS, INC.	0107435		<u>DOWNTOWN REVITALIZATION, PROFESSIONAL SERVICES 02- 05-17 TO 03-04-17, MAR 17</u>	03/23/2017	21,936.04	.00	03-6378 <u>EXPENDITURE- CDBG DWNTWN REVIT.</u>	0	3/17		
Total 0107435:						21,936.04	.00					
Total J-U-B ENGINEERS, INC.:						21,936.04	.00					
<b>KC TOOL SUPPLY</b>												
240	KC TOOL SUPPLY	574698	5317	<u>DEWALT 20V/60V BATTERY CHARGER FOR TOOLS, T.FLEMING, MAR.'17 - SEWER</u>	03/15/2017	79.00	.00	21-6175 <u>SMALL TOOLS</u>	0	3/17		

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Total 574698:						79.00	.00					
Total KC TOOL SUPPLY:						79.00	.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	0000004-3		PROFESSIONAL SERVICES FROM 2-1-17 TO 2-28-17, PI PIPELINE PROJECT WATER MAIN DESIGN, WATER, FEB 17	03/20/2017	33.75	.00	20-6020 CAPITAL IMPROVEMENTS	0	2/17		
429	KELLER ASSOCIATES, INC.	0000004-3		PROFESSIONAL SERVICES FROM 2-1-17 TO 2-28-17, PI PIPELINE PROJECT WATER MAIN DESIGN, PI, FEB 17	03/20/2017	583.75	.00	25-6020 CAPITAL IMPROVEMENTS	0	2/17		
Total 0000004-3:						617.50	.00					
429	KELLER ASSOCIATES, INC.	0000006-1		PROFESSIONAL SERVICES FROM 02-01-17 TO 02-28-17, WATER MASTER PLAN UPDATE, MAR 17	03/20/2017	10,120.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	3/17		
Total 0000006-1:						10,120.00	.00					
Total KELLER ASSOCIATES, INC.:						10,737.50	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A87424	5138	2 EA. BALL VALVES, REPAIR BROKEN FITTINGS IN HEADWORKS, M.MEADE, SEWER, JAN.'16	01/17/2017	30.22	.00	21-6140 MAINT & REPAIR BUILDING	0	1/17		
Total A87424:						30.22	.00					
499	KUNA LUMBER	A87954-1		RETURNED CAULK GUN, CREDIT MEMO, SEWER, FEB 17	02/16/2017	-4.05	.00	21-6175 SMALL TOOLS	0	2/17		
Total A87954-1:						-4.05	.00					

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499	KUNA LUMBER	A88409	5419	<u>14 EA 3/4 NUTS, 4 EA 3/4X2.15 IN, 2 3/4 X3 IN BOLTS, 4 EA 6 INCH CUT OFF DISCS FOR GRINDER WHEEL, SLIDEGATES AT LAGOONS, A COOK, FARM, APR 17</u>	04/05/2017	27.01	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	4/17		
Total A88409:						27.01	.00					
499	KUNA LUMBER	A88655	5342	<u>STRETCH FILM WRAP FOR WATER BUILDING ON GREENBELT, FOR VANDALISM PROTECTION, J.CRUMPTON, MAR.'17 - PARKS</u>	03/17/2017	29.69	.00	<u>03-4210 REVENUE -CIM GREENBELT EAST</u>	1004	3/17		
Total A88655:						29.69	.00					
499	KUNA LUMBER	A88933	5379	<u>PARK RESTROOM TOILET PAPER HOLDER, J.CRUMPTON, MAR.'17 - PARKS</u>	03/28/2017	3.14	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	3/17		
499	KUNA LUMBER	A88933	5379	<u>PAINT, ROLLERS FOR PAINT UNDER THE BRIDGE, J.CRUMPTON, MAR.'17 - PARKS</u>	03/28/2017	123.81	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/17		
Total A88933:						126.95	.00					
499	KUNA LUMBER	A88946	5383	<u>5 GALVANIZED 1/2 COUPLERS FOR POND AIRLINES, C MCDANIELS, MAR 17</u>	03/28/2017	11.21	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	3/17		
Total A88946:						11.21	.00					
499	KUNA LUMBER	A88990	5393	<u>SLIP JOINT WASHERS FOR PARK BATHROOM REPAIRS N GREENBELT, J.CRUMPTON, MAR.'17 - PARKS</u>	03/29/2017	2.06	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	3/17		
Total A88990:						2.06	.00					

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499	KUNA LUMBER	A89105	5406	<u>PINK MARKING PAINT FOR PARKS TO MARK SPRINKLERS, B WITHROW, APR 17</u>	04/03/2017	32.35	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	4/17		
Total A89105:						32.35	.00					
499	KUNA LUMBER	A89167	5420	<u>DIRECTIONAL ARROWS, FOR PROSPECTOR LS, A COOK, APR.'17 - SEWER</u>	04/05/2017	2.32	.00	21-6140 <u>MAINT &amp; REPAIR BUILDING</u>	0	4/17		
Total A89167:						2.32	.00					
499	KUNA LUMBER	A89300	5452	<u>4 EA 1 IN PVC FITTINGS AND 2 FT PIPE, TEFLON TAPE, PI BREAK REPAIR ON HEMISPHERE, R FORD, PI, APR 17</u>	04/10/2017	8.45	.00	25-6150 <u>MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	4/17		
Total A89300:						8.45	.00					
499	KUNA LUMBER	A89305	5453	<u>MISC FITTINGS FOR PI FOR REPAIRS, NIPPLE, ADAPTER, PTFE TAPE, NIPPLE, THE FARM SUB, B BURR, PI, APR 17</u>	04/10/2017	4.01	.00	25-6150 <u>MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	4/17		
Total A89305:						4.01	.00					
499	KUNA LUMBER	B98203	5390	<u>GROUT FOR IRRIGATION BOXES, R.JONES, MAR.'17 - P.I</u>	03/29/2017	28.42	.00	25-6115 <u>MAINT &amp; REPAIR-SYSTEM- GRAVITY</u>	0	3/17		
Total B98203:						28.42	.00					
499	KUNA LUMBER	B98207	5392	<u>REPLACEMENT FLASHLIGHT FOR TRUCK #23, JARED, WATER, MAR 17</u>	03/29/2017	20.69	.00	20-6175 <u>SMALL TOOLS</u>	0	3/17		
Total B98207:						20.69	.00					

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499	KUNA LUMBER	B98279	5404	<u>PADLOCK FOR COMMUNITY GARDEN, B.WITHROW, MAR.'17 - PARKS</u>	03/31/2017	8.36	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/17		
Total B98279:						8.36	.00					
499	KUNA LUMBER	B98299	5405	<u>WEATHER STRIPPING FOR SKATE PARK TRAILER DOOR, J.MORFIN, MAR.'17 - PARKS</u>	03/31/2017	24.27	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	3/17		
Total B98299:						24.27	.00					
499	KUNA LUMBER	B98427	5416	<u>72 KEYS, FOR ALL SEWER BUILDINGS, PLANT AND FARM, T.FLEMING, APR.'17 - SEWER</u>	04/04/2017	146.36	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	4/17		
Total B98427:						146.36	.00					
499	KUNA LUMBER	B98431	5414	<u>KEYS FOR SEASONAL WORKERS, J.CRUMPTON, APR.'17</u>	04/04/2017	16.04	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	4/17		
Total B98431:						16.04	.00					
499	KUNA LUMBER	B98451	5418	<u>3/4 GLUE TO NAIL THREAD PVC SCHEDULE 80 PIPE, WATERLINE REPAIR IN BLOWER ROOM, M.NADEAU, APR 17</u>	04/05/2017	2.69	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	4/17		
Total B98451:						2.69	.00					
499	KUNA LUMBER	B98458	5423	<u>HARDWARE FOR NO PARKING SIGNS AT PROSPECTOR LIFT STATION, A COOK, APR 17</u>	04/05/2017	2.07	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	4/17		
Total B98458:						2.07	.00					

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499	KUNA LUMBER	B98462	5425	<u>BAR AND CHAIN OILFOR CHAINSAWS, J.MORFIN, APR.'17 - PARKS</u>	04/05/2017	11.24	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	4/17		
Total B98462:						11.24	.00					
499	KUNA LUMBER	B98557	5449	<u>LOCK FOR CRIMSON POINT COMMUNITY GARDEN, B.WITHROW, APR.'17</u>	04/07/2017	8.36	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	4/17		
Total B98557:						8.36	.00					
Total KUNA LUMBER:						538.72	.00					
<b>KUNA WELDING</b>												
46	KUNA WELDING	3341		<u>3/4 IN SCHD 40 PIPE AND LABOR, LAGOON VALVE REPAIRS, T FLEMING, APR 17</u>	03/23/2017	47.06	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	3/17		
Total 3341:						47.06	.00					
46	KUNA WELDING	3375	5442	<u>3/16" PLATES TO MAKE REPAIRS ON THE BBQS GREENBELT PARK, J.MORFIN, APR.'17 - PARKS</u>	04/07/2017	30.53	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	4/17		
Total 3375:						30.53	.00					
Total KUNA WELDING:						77.59	.00					
<b>MIKE BAKER</b>												
1518	MIKE BAKER	033017	5460	<u>REPAIRING WHEELINES AT FARM, T.FLEMING, APR.'17 - FARM</u>	03/30/2017	970.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/17		
Total 033017:						970.00	.00					

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Total MIKE BAKER:						970.00	.00					
<b>MISCELLANEOUS VENDORS 2</b>												
1849	MISCELLANEOUS VENDORS 2	040717		<u>REFUND ELECTRICAL PERMIT #12471 OVERPAYMENT, P&amp;Z, APR 17</u>	04/07/2017	65.00	65.00	01-4362 <u>ELECTRICAL PERMITS</u>	1003	4/17	04/07/2017	
Total 040717:						65.00	65.00					
Total MISCELLANEOUS VENDORS 2:						65.00	65.00					
<b>NEOFUNDS BY NEOPOST</b>												
1770	NEOFUNDS BY NEOPOST	03312017NEO		<u>POSTAGE FOR THE METER - ADMIN</u>	03/31/2017	113.19	.00	01-6190 <u>P0STAGE &amp; BILLING</u>	0	3/17		
1770	NEOFUNDS BY NEOPOST	03312017NEO		<u>POSTAGE FOR THE METER - P &amp; Z</u>	03/31/2017	16.17	.00	01-6190 <u>P0STAGE &amp; BILLING</u>	1003	3/17		
1770	NEOFUNDS BY NEOPOST	03312017NEO		<u>POSTAGE FOR THE METER - WATER</u>	03/31/2017	172.48	.00	20-6190 <u>P0STAGE &amp; BILLING</u>	0	3/17		
1770	NEOFUNDS BY NEOPOST	03312017NEO		<u>POSTAGE FOR THE METER - SEWER</u>	03/31/2017	172.48	.00	21-6190 <u>P0STAGE &amp; BILLING</u>	0	3/17		
1770	NEOFUNDS BY NEOPOST	03312017NEO		<u>POSTAGE FOR THE METER - P.I</u>	03/31/2017	64.68	.00	25-6190 <u>P0STAGE &amp; BILLING</u>	0	3/17		
Total 03312017NEOF:						539.00	.00					
Total NEOFUNDS BY NEOPOST:						539.00	.00					
<b>NEOPOST USA INC</b>												
615	NEOPOST USA INC	N6481639		<u>MAIL METERING LEASE PAYMENT, 5/5/17-8/4/17 - ADMIN</u>	04/03/2017	135.72	.00	01-6190 <u>P0STAGE &amp; BILLING</u>	0	5/17		
615	NEOPOST USA INC	N6481639		<u>MAIL METERING LEASE PAYMENT, 5/5/17-8/4/17 - P &amp; Z</u>	04/03/2017	19.39	.00	01-6190 <u>P0STAGE &amp; BILLING</u>	1003	5/17		
615	NEOPOST USA INC	N6481639		<u>MAIL METERING LEASE PAYMENT, 5/5/17-8/4/17 - WATER</u>	04/03/2017	206.81	.00	20-6190 <u>P0STAGE &amp; BILLING</u>	0	5/17		



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				ROOF AT NWWTP, WATER, APR 17	04/07/2017	41.00	41.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/17	04/07/2017	
	Total 204588A:					41.00	41.00					
	Total PARKS WESTSIDE BODY WORKS INC:					41.00	41.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	132478	5272	OIL FILTER FOR THE KUBOTA TRACTOR AT LAGOONS, B.GILLOGLY, MAR.'17 - SEWER	03/01/2017	8.31	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/17		
	Total 132478:					8.31	.00					
470	PARTS, INC.	134734	5391	2 CANS WD-40 FOR FARM. C MCDANIELS, MAR 17	03/29/2017	12.86	.00	21-6090 FARM EXPENDITURES	0	3/17		
	Total 134734:					12.86	.00					
470	PARTS, INC.	134799		WINDSHIELD WIPERS FOR TRUCK #13, J.ADAMS, MAR.'17 - ADMIN	03/30/2017	3.74	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/17		
470	PARTS, INC.	134799		WINDSHIELD WIPERS FOR TRUCK #13, J.ADAMS, MAR.'17 - PARKS	03/30/2017	9.72	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	3/17		
470	PARTS, INC.	134799		WINDSHIELD WIPERS FOR TRUCK #13, J.ADAMS, MAR.'17 - BUILDING INSPECTION	03/30/2017	4.99	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	3/17		
470	PARTS, INC.	134799		WINDSHIELD WIPERS FOR TRUCK #13, J.ADAMS, MAR.'17 - WATER	03/30/2017	.60	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/17		
470	PARTS, INC.	134799		WINDSHIELD WIPERS FOR TRUCK #13, J.ADAMS, MAR.'17 - SEWER	03/30/2017	.60	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/17		
470	PARTS, INC.	134799		WINDSHIELD WIPERS FOR TRUCK #13, J.ADAMS, MAR.'17 - P.I	03/30/2017	.29	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	3/17		

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Total 134799:						19.94	.00					
470	PARTS, INC.	135381	5436	<u>8 EA HOSE CLAMPS FOR BERNIE FISHER PARK, M MEADE, APR.'17 - PARKS</u>	04/06/2017	5.44	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	4/17		
Total 135381:						5.44	.00					
470	PARTS, INC.	135462	5443	<u>TIRE GAUGE AND CRIMP TOOL, B.WITHROW, APR.'17 - PARKS</u>	04/07/2017	19.67	.00	01-6175 SMALL TOOLS	1004	4/17		
470	PARTS, INC.	135462	5443	<u>PARTS TO REPAIR TRAILER, B.WITHROW, APR.'17 - PARKS</u>	04/07/2017	28.24	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/17		
Total 135462:						47.91	.00					
470	PARTS, INC.	135471	5443	<u>TRAILER PLUGS, LIGHTS, WIRE CONNECTORS, B.WITHROW, APR.'17 - PARKS</u>	04/07/2017	12.73	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/17		
Total 135471:						12.73	.00					
Total PARTS, INC.:						107.19	.00					
<b>PRECISION PUMPING SYSTEMS</b>												
952	PRECISION PUMPING SYSTEMS	17962	5422	<u>SOLINOID AND VALVES FOR CRIMSON AND TOMORROW PUMP STATIONS, J.WEBB, APR.'17 - P.]</u>	04/05/2017	251.50	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	4/17		
Total 17962:						251.50	.00					
952	PRECISION PUMPING SYSTEMS	17964	5429	<u>3 EA. DIAPHRAGMS, J.WEBB, APR.'17 - WATER</u>	04/05/2017	345.75	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	4/17		

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Total 17964:						345.75	.00					
Total PRECISION PUMPING SYSTEMS:						597.25	.00					
<b>RAIN FOR RENT</b>												
144	RAIN FOR RENT	1018814	5394	<u>PARTS FOR WHEEL LINES, T.FLEMING, MAR.'17 - FARM</u>	03/29/2017	4,790.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/17		
Total 1018814:						4,790.00	.00					
144	RAIN FOR RENT	1018844	5189	<u>TRANSFER PUMP AND PARTS FOR THE LAGOONS, T.FLEMING, FEB.'17 - SEWER</u>	03/29/2017	14,723.51	.00	<u>21-6166 PP&amp;E PURCHASES - OPERATIONS</u>	1101	3/17		
Total 1018844:						14,723.51	.00					
144	RAIN FOR RENT	1019329		<u>CREDIT MEMO, RETURN 15 WHEEL HUBS, T.FLEMING, MAR.'17 - FARM</u>	03/30/2017	-990.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/17		
Total 1019329:						-990.00	.00					
144	RAIN FOR RENT	1019333	5394	<u>15 WHEEL HUBS, T.FLEMING, MAR.'17 - FARM</u>	03/30/2017	1,185.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/17		
Total 1019333:						1,185.00	.00					
Total RAIN FOR RENT:						19,708.51	.00					
<b>RIDLEY'S FOOD CORP</b>												
1673	RIDLEY'S FOOD CORP	005000370938	5281	<u>VINEGAR, BLEACH, LATEX GLOVES, RESPIRATOR, AND SAFETY GLASSES, TO CLEAN MOLD FROM THE DISC GOLF BUILDING, M.MEADE, MAR.'17 - PARKS</u>	03/03/2017	40.93	.00	<u>01-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	1004	3/17		

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Total 005000370938-448:						40.93	.00					
Total RIDLEY'S FOOD CORP:						40.93	.00					
<b>SHARP ELECTRONICS CORP -LEASE</b>												
1734	SHARP ELECTRONICS CORP - LEASE	5003857907		<u>COPIER LEASE, MODEL MX2615N, 4/1/17-4/30/17 - PARKS</u>	04/05/2017	17.33	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/17		
1734	SHARP ELECTRONICS CORP - LEASE	5003857907		<u>COPIER LEASE, MODEL MX2615N, 4/1/17-4/30/17 - WATER</u>	04/05/2017	27.92	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	4/17		
1734	SHARP ELECTRONICS CORP - LEASE	5003857907		<u>COPIER LEASE, MODEL MX2615N, 4/1/17-4/30/17 - SEWER</u>	04/05/2017	34.65	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/17		
1734	SHARP ELECTRONICS CORP - LEASE	5003857907		<u>COPIER LEASE, MODEL MX2615N, 4/1/17-4/30/17 - P.I</u>	04/05/2017	16.36	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	4/17		
Total 5003857907:						96.26	.00					
Total SHARP ELECTRONICS CORP -LEASE:						96.26	.00					
<b>SHARP ELECTRONICS CORP-METERED</b>												
1806	SHARP ELECTRONICS CORP- METERED	11125885		<u>EXCESS METER READING, 2/1/17-2/28/17 - PARKS</u>	03/30/2017	17.02	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/17		
1806	SHARP ELECTRONICS CORP- METERED	11125885		<u>EXCESS METER READING, 2/1/17-2/28/17 - WATER</u>	03/30/2017	27.42	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	2/17		
1806	SHARP ELECTRONICS CORP- METERED	11125885		<u>EXCESS METER READING, 2/1/17-2/28/17 - SEWER</u>	03/30/2017	34.03	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/17		
1806	SHARP ELECTRONICS CORP- METERED	11125885		<u>EXCESS METER READING, 2/1/17-2/28/17 - P.I</u>	03/30/2017	16.07	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/17		

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Total 11125885:						94.54	.00					
Total SHARP ELECTRONICS CORP-METERED:						94.54	.00					
<b>SILVER CREEK SUPPLY</b>												
1786	SILVER CREEK SUPPLY	S1681136.001	5348	<u>PARTS FOR GREENBELT DRAINAGE, COMPASS - GREENBELT EXTENSION, B.WITHROW, MAR.'17</u>	03/20/2017	55.31	.00	03-6364 <u>EXPENDITURE-CIM GREENBELT EAST</u>	0	3/17		
Total S1681136.001:						55.31	.00					
1786	SILVER CREEK SUPPLY	S1682754.001	5367	<u>6 SHOVELS FOR PARKS, J CRUMPTON, PARKS, MAR 17</u>	03/24/2017	310.37	.00	01-6175 <u>SMALL TOOLS</u>	1004	3/17		
Total S1682754.001:						310.37	.00					
Total SILVER CREEK SUPPLY:						365.68	.00					
<b>SPECIALTY CONSTRUCTION SUPPLY</b>												
780	SPECIALTY CONSTRUCTION SUPPLY	0160786-IN	5399	<u>1 EA SHOVEL, J.MORFIN, MAR.'17 - PARKS</u>	03/30/2017	9.90	.00	01-6175 <u>SMALL TOOLS</u>	1004	3/17		
780	SPECIALTY CONSTRUCTION SUPPLY	0160786-IN	5399	<u>DRAIN BAGS, WATTLES, AND STAKES FOR ARBOR RIDGE AND GREENBELT, J.MORFIN, MAR.'17 - PARKS</u>	03/30/2017	269.35	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/17		
Total 0160786-IN:						279.25	.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						279.25	.00					
<b>SPECIALTY PLASTICS &amp; FABRICATI, INC.</b>												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	68662	5415	<u>PVC TO REPAIR BROKEN UNION IN BLOWER ROOM, T.SHAFFER, APR.'17 - SEWER</u>	04/04/2017	36.29	.00	21-6140 <u>MAINT &amp; REPAIR BUILDING</u>	0	4/17		
1477	SPECIALTY PLASTICS & FABRICATI, INC.	68662	5415	<u>PVC TO REPAIR BROKEN WATER VALVE IN BLOWER ROOM, T.SHAFFER, APR.'17 - SEWER</u>	04/04/2017	14.13	.00	21-6140 <u>MAINT &amp; REPAIR BUILDING</u>	0	4/17		

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 68662:						50.42	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						50.42	.00					
<b>TATES RENTS, INC.</b>												
59	TATES RENTS, INC.	973652-5	5401	<u>WEED VACUUM AND CARBURETOR FOR CHAINSAW, B.GILLOGLY, MAR.'17 - PARKS</u>	04/03/2017	343.60	.00	<u>01-6175 SMALL TOOLS</u>	1004	4/17		
Total 973652-5:						343.60	.00					
Total TATES RENTS, INC.:						343.60	.00					
<b>THE JORDEL COMPANY</b>												
1523	THE JORDEL COMPANY	00000015390	5266	<u>INSPECTION STICKERS FOR JERRY, FRAMING APPROVAL AND CORRECTION NOTICE, BINDING, CUTTING, BLDG, FEB 17</u>	02/28/2017	100.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	4/17		
1523	THE JORDEL COMPANY	00000015390	5266	<u>INSPECTION STICKERS FOR JERRY, FRAMING APPROVAL AND CORRECTION NOTICE, PRINTING, BLDG, FEB 17</u>	02/28/2017	55.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	4/17		
Total 00000015390:						155.00	.00					
Total THE JORDEL COMPANY:						155.00	.00					
<b>T-O ENGINEERS INC</b>												
1836	T-O ENGINEERS INC	160146-6		<u>SEWER MASTER PLAN DESIGN, G.LAW, APR.'17 - SEWER</u>	04/06/2017	9,111.70	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1059	4/17		
Total 160146-6:						9,111.70	.00					
Total T-O ENGINEERS INC:						9,111.70	.00					



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				REPLACEMENT HACK ZALL FOR SAWZALL, CHAINS AND BINDERS FOR NEW TRAILER, B.WITHROW, MAR.'17 - PARKS	03/23/2017	376.96	.00	01-6175 SMALL TOOLS	1004	3/17		
Total 10437083010192661838:						376.96	.00					
1444	U.S. BANK (VISA)	457470611001	5277	OFFICE DEPOT, SCANNER FOR CLERK'S OFFICE, A.BARKULIS, MAR.'17	03/01/2017	472.10	.00	01-6175 SMALL TOOLS	0	3/17		
Total 45747061100174244577:						472.10	.00					
1444	U.S. BANK (VISA)	921570658942	5287	AWWA, CLASS REGISTRATION, T.FLEMING, MAR.'17 - SEWER	03/06/2017	60.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	3/17		
Total 92157065894244551181:						60.00	.00					
1444	U.S. BANK (VISA)	921570658942	5287	AWWA, REGISTRATION FOR C.DEYOUNG, MAR.'17 - WATER	03/06/2017	60.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	3/17		
Total 92157065894244804341:						60.00	.00					
1444	U.S. BANK (VISA)	921570658942	5287	AWWA, REGISTRATION FOR R.FORD, MAR.'17 - WATER	03/06/2017	48.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	3/17		
1444	U.S. BANK (VISA)	921570658942	5287	AWWA, REGISTRATION FOR R.FORD, MAR.'17 - P.I	03/06/2017	12.00	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	3/17		
Total 92157065894244902517:						60.00	.00					
1444	U.S. BANK (VISA)	921670650003	5291	AMAZON.COM, MONITOR STAND (J. MARSH)	03/06/2017	14.76	.00	01-6175 SMALL TOOLS	0	3/17		
1444	U.S. BANK (VISA)	921670650003	5291	AMAZON.COM, MONITOR STAND (J. MARSH)	03/06/2017	19.48	.00	20-6175 SMALL TOOLS	0	3/17		

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1444	U.S. BANK (VISA)	921670650003	5291	<u>AMAZON.COM. MONITOR STAND (J. MARSH)</u>	03/06/2017	19.48	.00	<u>21-6175 SMALL TOOLS</u>	0	3/17		
1444	U.S. BANK (VISA)	921670650003	5291	<u>AMAZON.COM. MONITOR STAND (J. MARSH)</u>	03/06/2017	5.30	.00	<u>25-6175 SMALL TOOLS</u>	0	3/17		
Total 92167065000383999135:						59.02	.00					
1444	U.S. BANK (VISA)	921670700001		<u>GOTOMYPC.COM. PLAN RENEWAL FEE, J.MARSH, MAR.'17</u>	03/11/2017	269.40	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	3/17		
Total 92167070000162822584:						269.40	.00					
1444	U.S. BANK (VISA)	921670730001	5316	<u>LOWES. CLEAR SEALANT FOR EPOXY FLOOR IN BERNIE FISHER PARK RESTROOM. M. MEADE, MAR.'17 - PARKS</u>	03/14/2017	192.46	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	3/17		
Total 92167073000183636077:						192.46	.00					
1444	U.S. BANK (VISA)	939870592869	5255	<u>ACHD PERMIT FOR REPAIR OF A WATER LEAK IN THE 800- 1399 BLOCK OF OWYHEE STREET - FEB.'17</u>	02/27/2017	50.00	.00	<u>20-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	2/17		
Total 93987059286938200083:						50.00	.00					
Total U.S. BANK (VISA):						1,871.31	.00					
<b>UNIVAR USA, INC.</b>												
1410	UNIVAR USA, INC.	NA367784		<u>CREDIT MEMO. 4 RETURNABLE POLY CONTAINERS, T.SHAFER, MAR.'17 - SEWER</u>	03/20/2017	-3,800.00	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	3/17		
1410	UNIVAR USA, INC.	NA367784		<u>CLEANING CHARGES FOR RETURNABLE POLY CONTAINERS, T.SHAFER, MAR.'17 - SEWER</u>	03/20/2017	10.00	.00	<u>21-6150 MAINT. &amp; REPAIRS - SYSTEM</u>	0	3/17		

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Total NA367784:						-3,790.00	.00					
1410	UNIVAR USA, INC.	NA583419	5324	<u>ALUMINUM SULFATE PLUS DIRECT CARRIER FREIGHT. T.SHAFFER, MAR.'17 - SEWER</u>	03/23/2017	6,942.06	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	4/17		
Total NA583419:						6,942.06	.00					
Total UNIVAR USA, INC.:						3,152.06	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	218234	5267	<u>1 HYBRID POST DRIVER. T.SHAFFER, MAR.'17</u>	03/29/2017	171.33	.00	21-6175 SMALL TOOLS	0	3/17		
265	USA BLUE BOOK	218234	5267	<u>6 EA 3-RAIL PURPLE MARKING POST, T.SHAFFER, MAR.'17 - SEWER</u>	03/29/2017	153.52	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/17		
Total 218234:						324.85	.00					
265	USA BLUE BOOK	219031	5251	<u>RETURNED/CREDIT MEMO, 1 ORION SEALED TRIODE, ORIGINAL INVOICE # 190485, T.SHAFFER, MAR.'17 - SEWER</u>	03/27/2017	-262.95	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/17		
Total 219031:						-262.95	.00					
Total USA BLUE BOOK:						61.90	.00					
<b>UTILITY REFUNDS #3</b>												
1863	UTILITY REFUNDS #3	140040.01		<u>BRENT EBORN, 166 N SUNBIRD AVE, WATER OVERPAYMENT</u>	04/04/2017	176.92	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 140040.01:						176.92	.00					
1863	UTILITY REFUNDS #3	150930.03A		<u>JEFFREY R MORTON, 784 W TERN DR, WATER OVERPAYMENT</u>	04/06/2017	78.75	.00	99-1075 Utility Cash Clearing	0	4/17		

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Total 150930.03A:						78.75	.00					
1863	UTILITY REFUNDS #3	175003.01		<u>CBH, 243 S RETORT AVE, WATER OVERPAYMENT</u>	04/03/2017	68.55	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 175003.01:						68.55	.00					
1863	UTILITY REFUNDS #3	175021.01		<u>CBH, 347 S RETORT AVE, WATER OVERPAYMENT</u>	04/06/2017	35.02	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 175021.01:						35.02	.00					
1863	UTILITY REFUNDS #3	183800.02A		<u>DAN S FISCHER, 1715 N BUCKLER WAY, WATER OVERPAYMENT</u>	04/06/2017	78.75	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 183800.02A:						78.75	.00					
1863	UTILITY REFUNDS #3	190790.02		<u>ALIK R MILLER, 1723 N SPIKE AVE, WATER OVERPAYMENT</u>	04/05/2017	83.42	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 190790.02:						83.42	.00					
1863	UTILITY REFUNDS #3	191075.01		<u>BRANCH BANKING &amp; TRUST, 372 W WOOD OWL DR, WATER OVERPAYMENT</u>	04/06/2017	11.30	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 191075.01:						11.30	.00					
1863	UTILITY REFUNDS #3	200200.03B		<u>ANN REALI, 230 E STRIPED OWL, WATER DEP REFUND, APR 17</u>	04/07/2017	48.65	48.65	99-1075 Utility Cash Clearing	0	4/17	04/07/2017	
Total 200200.03B:						48.65	48.65					
1863	UTILITY REFUNDS #3	240310.03		<u>CAROL LYNNE, 575 N MUDSTONE WAY, WATER OVERPAYMENT</u>	04/05/2017	12.22	.00	99-1075 Utility Cash Clearing	0	4/17		

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Total 240310.03:						12.22	.00					
1863	UTILITY REFUNDS #3	264045.01		<u>CBH, 2140 W GAINSBORO DR, WATER OVERPAYMENT</u>	04/03/2017	62.89	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 264045.01:						62.89	.00					
1863	UTILITY REFUNDS #3	264125.01		<u>CBH, 1938 N BLUSH AVE, WATER OVERPAYMENT</u>	04/03/2017	30.55	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 264125.01:						30.55	.00					
1863	UTILITY REFUNDS #3	264530.01		<u>CBH, 1963 W CRENSHAW ST, WATER OVERPAYMENT</u>	04/03/2017	35.11	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 264530.01:						35.11	.00					
1863	UTILITY REFUNDS #3	266087.01		<u>CBH, 2239 N GLACIER BLUE RD, WATER OVERPAYMENT</u>	04/06/2017	58.12	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 266087.01:						58.12	.00					
1863	UTILITY REFUNDS #3	274060.03		<u>JOSE CELEDON, 2579 N COPPERDALE AVE, WATER OVERPAYMENT</u>	04/06/2017	101.25	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 274060.03:						101.25	.00					
1863	UTILITY REFUNDS #3	274730.02		<u>ROBERT AUDETTE, 9366 S CHERRY APPLE AVE, WATER OVERPAYMENT</u>	04/03/2017	93.23	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 274730.02:						93.23	.00					
1863	UTILITY REFUNDS #3	276014.01		<u>CBH, 465 W ALLSPICE CT, WATER OVERPAYMENT</u>	04/03/2017	35.01	.00	99-1075 Utility Cash Clearing	0	4/17		

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Total 276014.01:						35.01	.00					
1863	UTILITY REFUNDS #3	278084.01		<u>CBH, 2972 W MARGIL CT, WATER OVERPAYMENT</u>	04/03/2017	62.89	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 278084.01:						62.89	.00					
1863	UTILITY REFUNDS #3	280305.01		<u>SCHROEDER HOMES, 1037 W ROSE QUARTZ ST, WATER OVERPAYMENT</u>	04/03/2017	13.41	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 280305.01:						13.41	.00					
1863	UTILITY REFUNDS #3	280450.01		<u>SUNRISE HOMES, 1182 W TIGER EYE ST, WATER OVERPAYMENT</u>	04/03/2017	4.77	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 280450.01:						4.77	.00					
1863	UTILITY REFUNDS #3	301038.01		<u>HUBBLE HOMES, 1146 E WHITBECK DR, WATER OVERPAYMENT</u>	04/05/2017	65.26	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 301038.01:						65.26	.00					
1863	UTILITY REFUNDS #3	310009.01B		<u>COLEMAN HOMES, 9453 S MACADAN WAY, WATER OVERPAYMENT</u>	04/06/2017	73.12	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 310009.01B:						73.12	.00					
1863	UTILITY REFUNDS #3	310038.01		<u>COLEMAN HOMES, 9444 S MACADAN WAY, WATER OVERPAYMENT</u>	04/03/2017	101.25	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 310038.01:						101.25	.00					

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1863	UTILITY REFUNDS #3	310138.01		<u>COLEMAN HOMES, 1463 W SAGWON DR, WATER OVERPAYMENT</u>	04/04/2017	51.83	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 310138.01:						51.83	.00					
1863	UTILITY REFUNDS #3	310145.01		<u>COLEMAN HOMES, 9271 S COPELAND WAY, WATER OVERPAYMENT</u>	04/06/2017	43.01	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 310145.01:						43.01	.00					
1863	UTILITY REFUNDS #3	318326.01		<u>HAYDEN HOMES, 1172 E SAILOR SHORES ST, WATER OVERPAYMENT</u>	04/05/2017	50.26	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 318326.01:						50.26	.00					
1863	UTILITY REFUNDS #3	40120.02		<u>TIMOTHY G DEGROAT, 601 N ELM AVE, WATER OVERPAYMENT</u>	04/04/2017	105.04	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 40120.02:						105.04	.00					
1863	UTILITY REFUNDS #3	50100.01		<u>VIC'S FAMILY PHARMACY, 173 W 4TH ST, WATER OVERPAYMENT</u>	04/06/2017	98.56	.00	99-1075 Utility Cash Clearing	0	4/17		
Total 50100.01:						98.56	.00					
Total UTILITY REFUNDS #3:						1,679.14	48.65					
<b>VALLEY REGIONAL TRANSIT</b>												
1669	VALLEY REGIONAL TRANSIT	000000019364		<u>ANNUAL VRT MEMBERSHIP DUES FOR 2017</u>	04/05/2017	7,160.00	.00	01-6075 DUES & MEMBERSHIPS	0	4/17		
Total 000000019364:						7,160.00	.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total VALLEY REGIONAL TRANSIT:						7,160.00	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	40944		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR MAR.'17 - ADMIN</u>	03/31/2017	54.18	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	3/17		
857	VALLI INFORMATION SYSTEMS, INC	40944		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR MAR.'17 - WATER</u>	03/31/2017	85.13	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	3/17		
857	VALLI INFORMATION SYSTEMS, INC	40944		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR MAR.'17 - SEWER</u>	03/31/2017	85.13	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	3/17		
857	VALLI INFORMATION SYSTEMS, INC	40944		<u>LOCKBOX TRANSACTIONS AND POSTAGE FOR MAR.'17 - P.I</u>	03/31/2017	33.54	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	3/17		
Total 40944:						257.98	.00					
857	VALLI INFORMATION SYSTEMS, INC	41003		<u>ESTATEMENT, INSERTS, AND POSTAGE FOR MAR.'17 - ADMIN</u>	03/31/2017	1,189.40	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	3/17		
857	VALLI INFORMATION SYSTEMS, INC	41003		<u>ESTATEMENT, INSERTS, AND POSTAGE FOR MAR.'17 - WATER</u>	03/31/2017	1,869.05	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	3/17		
857	VALLI INFORMATION SYSTEMS, INC	41003		<u>ESTATEMENT, INSERTS, AND POSTAGE FOR MAR.'17 - SEWER</u>	03/31/2017	1,869.05	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	3/17		
857	VALLI INFORMATION SYSTEMS, INC	41003		<u>ESTATEMENT, INSERTS, AND POSTAGE FOR MAR.'17 - P.I</u>	03/31/2017	736.30	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	3/17		
Total 41003:						5,663.80	.00					
Total VALLI INFORMATION SYSTEMS, INC:						5,921.78	.00					
<b>VALUATIONS NORTHWEST, INC.</b>												
352	VALUATIONS NORTHWEST, INC.	040317		<u>METAL CRAFT ASSET TAGS FOR CITY EQUIPMENT INVENTORY, APR 17.</u>	04/03/2017	98.80	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	4/17		

City of Kuna

## Payment Approval Report - City Council Approval

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
352	VALUATIONS NORTHWEST, INC.	040317		<u>METAL CRAFT ASSET TAGS FOR CITY EQUIPMENT INVENTORY, APR 17, WATER</u>	04/03/2017	67.60	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	4/17		
352	VALUATIONS NORTHWEST, INC.	040317		<u>METAL CRAFT ASSET TAGS FOR CITY EQUIPMENT INVENTORY, APR 17, SEWER</u>	04/03/2017	67.60	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	4/17		
352	VALUATIONS NORTHWEST, INC.	040317		<u>METAL CRAFT ASSET TAGS FOR CITY EQUIPMENT INVENTORY, APR 17, PI</u>	04/03/2017	26.00	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	4/17		
Total 040317:						260.00	.00					
352	VALUATIONS NORTHWEST, INC.	040317-1		<u>HALF BALANCE FOR APPRAISAL SERVICES FOR CITY EQUIPMENT INVENTORY FOR CONSTRUCTION, EQUIPMENT, ASSET TAGGING AND ESTIMATED TRAVEL, APR 17</u>	04/03/2017	1,534.82	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	4/17		
352	VALUATIONS NORTHWEST, INC.	040317-1		<u>HALF BALANCE FOR APPRAISAL SERVICES FOR CITY EQUIPMENT INVENTORY FOR CONSTRUCTION, EQUIPMENT, ASSET TAGGING AND ESTIMATED TRAVEL, APR 17, WATER</u>	04/03/2017	1,050.14	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	4/17		
352	VALUATIONS NORTHWEST, INC.	040317-1		<u>HALF BALANCE FOR APPRAISAL SERVICES FOR CITY EQUIPMENT INVENTORY FOR CONSTRUCTION, EQUIPMENT, ASSET TAGGING AND ESTIMATED TRAVEL, APR 17, SEWER</u>	04/03/2017	1,050.14	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	4/17		
352	VALUATIONS NORTHWEST, INC.	040317-1		<u>HALF BALANCE FOR APPRAISAL SERVICES FOR CITY EQUIPMENT INVENTORY FOR CONSTRUCTION, EQUIPMENT, ASSET TAGGING AND ESTIMATED TRAVEL, APR 17, PI</u>	04/03/2017	403.90	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	4/17		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 040317-1:						4,039.00	.00					
Total VALUATIONS NORTHWEST, INC.:						4,299.00	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9782973981		<u>CELL PHONE SERVICE, 3/1/17-3/28/17 - ADMIN</u>	03/28/2017	62.07	.00	01-6255 <u>TELEPHONE</u>	0	3/17		
1575	VERIZON WIRELESS	9782973981		<u>CELL PHONE SERVICE, 3/1/17-3/28/17 - PARKS</u>	03/28/2017	354.69	.00	01-6255 <u>TELEPHONE</u>	1004	3/17		
1575	VERIZON WIRELESS	9782973981		<u>CELL PHONE SERVICE, 3/1/17-3/28/17 - BUILDING INSPECTION</u>	03/28/2017	53.20	.00	01-6255 <u>TELEPHONE</u>	1005	4/17		
1575	VERIZON WIRELESS	9782973981		<u>CELL PHONE SERVICE, 3/1/17-3/28/17 - WATER</u>	03/28/2017	274.00	.00	20-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	3/17		
1575	VERIZON WIRELESS	9782973981		<u>CELL PHONE SERVICE, 3/1/17-3/28/17 - SEWER</u>	03/28/2017	336.07	.00	21-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	3/17		
1575	VERIZON WIRELESS	9782973981		<u>CELL PHONE SERVICE, 3/1/17-3/28/17 - P.I</u>	03/28/2017	72.71	.00	25-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	3/17		
Total 9782973981:						1,152.74	.00					
1575	VERIZON WIRELESS	9783059214		<u>TABLET SERVICE, 3/2/17-4/1/17 - ADMIN</u>	04/01/2017	3.97	.00	01-6255 <u>TELEPHONE</u>	0	3/17		
1575	VERIZON WIRELESS	9783059214		<u>TABLET SERVICE, 3/2/17-4/1/17 - PARKS</u>	04/01/2017	8.73	.00	01-6255 <u>TELEPHONE</u>	1004	3/17		
1575	VERIZON WIRELESS	9783059214		<u>TABLET SERVICE, 3/2/17-4/1/17 - BUILDING INSPECTION</u>	04/01/2017	17.46	.00	01-6255 <u>TELEPHONE</u>	1005	3/17		
1575	VERIZON WIRELESS	9783059214		<u>TABLET SERVICE, 3/2/17-4/1/17 - WATER</u>	04/01/2017	38.72	.00	20-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	3/17		
1575	VERIZON WIRELESS	9783059214		<u>TABLET SERVICE, 3/2/17-4/1/17 - SEWER</u>	04/01/2017	48.24	.00	21-6255 <u>TELEPHONE</u> <u>EXPENSE</u>	0	3/17		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9783059214		<u>TABLET SERVICE, 3/2/17-4/1/17</u> <u>- P.I</u>	04/01/2017	9.84	.00	<u>25-6255</u> <u>TELEPHONE</u> <u>EXPENSE</u>	0	3/17		
Total 9783059214:						126.96	.00					
Total VERIZON WIRELESS:						1,279.70	.00					
<b>VICTORY GREENS</b>												
364	VICTORY GREENS	404833	5438	<u>PLAYGROUND BARK,</u> <u>J.MORFIN, APR.'17 - PARKS</u>	04/06/2017	245.70	.00	<u>01-6150</u> <u>MAINTENANCE &amp;</u> <u>REPAIRS -</u> <u>SYSTEM</u>	1004	4/17		
Total 404833:						245.70	.00					
364	VICTORY GREENS	404936	5434	<u>WOOD CHIPS FOR BERNIE</u> <u>FISHER AND ARBOR RIDGE</u> <u>PARKS, B WITHROW, PARKS,</u> <u>APR 17</u>	04/06/2017	655.20	.00	<u>01-6150</u> <u>MAINTENANCE &amp;</u> <u>REPAIRS -</u> <u>SYSTEM</u>	1004	4/17		
Total 404936:						655.20	.00					
Total VICTORY GREENS:						900.90	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0349561		<u>RECORDS DESTRUCTION,</u> <u>3/1/17-3/31/17 - ADMIN</u>	04/01/2017	7.00	.00	<u>01-6052</u> <u>CONTRACT</u> <u>SERVICES</u>	0	3/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0349561		<u>RECORDS DESTRUCTION,</u> <u>3/1/17-3/31/17 - P &amp; Z</u>	04/01/2017	2.25	.00	<u>01-6052</u> <u>CONTRACT</u> <u>SERVICES</u>	1003	3/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0349561		<u>RECORDS DESTRUCTION,</u> <u>3/1/17-3/31/17 - WATER</u>	04/01/2017	6.63	.00	<u>20-6052</u> <u>CONTRACT</u> <u>SERVICES</u>	0	3/17		
1633	WESTERN RECORDS DESTRUCTION, INC.	0349561		<u>RECORDS DESTRUCTION,</u> <u>3/1/17-3/31/17 - SEWER</u>	04/01/2017	6.63	.00	<u>21-6052</u> <u>CONTRACT</u> <u>SERVICES</u>	0	3/17		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1633	WESTERN RECORDS DESTRUCTION, INC.	0349561		<u>RECORDS DESTRUCTION, 3/1/17-3/31/17 - P.I</u>	04/01/2017	2.49	.00	<u>25-6052 CONTRACT SERVICES</u>	0	3/17		
Total 0349561:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
<b>WEX BANK</b>												
1234	WEX BANK	49212691		<u>FUEL, MAR.'17 - ADMIN</u>	03/31/2017	6.96	.00	<u>01-6300 FUEL</u>	0	3/17		
1234	WEX BANK	49212691		<u>FUEL, MAR.'17 - PARKS</u>	03/31/2017	479.25	.00	<u>01-6300 FUEL</u>	1004	3/17		
1234	WEX BANK	49212691		<u>FUEL, MAR.'17 - BUILDING INSPECTION</u>	03/31/2017	180.51	.00	<u>01-6300 FUEL</u>	1005	3/17		
1234	WEX BANK	49212691		<u>FUEL, MAR.'17 - WATER</u>	03/31/2017	384.81	.00	<u>20-6300 FUEL</u>	0	3/17		
1234	WEX BANK	49212691		<u>FUEL, MAR.'17 - SEWER</u>	03/31/2017	27.83	.00	<u>21-6300 FUEL</u>	0	3/17		
1234	WEX BANK	49212691		<u>FUEL, MAR.'17 - P.I</u>	03/31/2017	103.16	.00	<u>25-6300 FUEL</u>	0	3/17		
Total 49212691:						1,182.52	.00					
Total WEX BANK:						1,182.52	.00					
Grand Totals:						499,144.01	190,864.55					

City of Kuna

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

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

536690  
351525



**CITY OF KUNA**  
751 W 4TH STREET, KUNA ID 83634  
(208) 922-5546

**ALCOHOL LICENSE RENEWAL APPLICATION**

ALBERTSONS LLC  
PO BOX 29096  
PHOENIX AZ 85038  
USA

Date: 02/13/2017

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

Please remember that your signed renewal application, copies of your 2017 State and County Alcohol Licenses along with all appropriate fees must be submitted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

<b>Submit by 5:00 PM on:</b>	<b>For Review at the Council Meeting on:</b>
February 23, 2017	March 7, 2017
March 16, 2017	March 21, 2017
March 30, 2017	April 4, 2017
April 13, 2017	April 18, 2017 (last meeting prior to expiration)

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

Sincerely,  
Chris Engels  
City Clerk

**All renewal applications must include a copy of the 2017 Idaho State License and the Ada County Licens**

Business Name: ALBERTSONS LLC	Acct #: 239
Business Address: 700 E AVALON STREET	Business Phone: (208)922-9834
Mailing Address: PO BOX 29096 PHOENIX AZ 85038	
Business Email:	Business Fax: (208)
Owner Name: ALBERTSONS LLC	Owner Phone: (208)
Owner Address: PO BOX 29096 Phoenix AZ 85038	
State License #:	State Tax ID:

<u>Billing Information</u>	<u>Description</u>	<u>Amount</u>
	Off Premise Wine	\$ 200.00
	Off Premise Beer	\$ 50.00
		0
		0

**Total License Fee(s) Due: \$ 250.00**

Signature: Devin White Date: 4/11/17

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

Date Fee Paid and Receipt # 11001493 License #: 1714A

# State of Idaho

## Idaho State Police

### Retail Alcohol Beverage License

Cycle Tracking Number: 92348

Premise Number: 1A-57

License Year: 2018

License Number: 1479

*This is to certify, that* Albertsons LLC  
*doing business as:* Albertsons #3337

*is licensed to sell alcoholic beverages as stated below at:*  
700 E Avalon, Kuna, Ada County

*Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate.*

Signature of Licensee, Corporate Officer, LLC Member or Partner

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

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

TOTAL FEE: \$150.00

License Valid: 05/01/2017 - 04/30/2018

**Expires: 04/30/2018**

Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

2017-2018

RETAIL ALCOHOL BEVERAGE LICENSE

2018328

ADA COUNTY, IDAHO

STATE OF IDAHO

*This is to certify, that Albertsons LLC*

*dba: Albertsons # 3337*

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



License valid from May 1, 2017 to April 30, 2018

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

*Forrest Gordan*

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 1st day of May, 2017

*Christopher D. Rich*  
Christopher D. Rich, Clerk

*David L. Case*  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF KUNA  
751 W 4TH STREET, KUNA ID 83634  
(208) 922-5546

**ALCOHOL LICENSE RENEWAL APPLICATION**

LIMA LIMÓN PERUVIAN RESTAURANT  
1009 E Kuna Rd Apt #109  
KUNA ID 83634  
USA

Date: 02/13/2017

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

Please remember that your signed renewal application, copies of your 2017 State and County Alcohol Licenses along with all appropriate fees must be submitted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

**Submit by 5:00 PM on:**

February 23, 2017  
March 16, 2017  
March 30, 2017  
April 13, 2017

**For Review at the Council Meeting on:**

March 7, 2017  
March 21, 2017  
April 4, 2017  
April 18, 2017 (last meeting prior to expiration)

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

Sincerely,  
Chris Engels  
City Clerk

**All renewal applications must include a copy of the 2017 Idaho State License and the Ada County License**

Business Name: LIMA LIMON PERUVIAN RESTAURANT	Acct #: 192
Business Address: 379 W Main Street	Business Phone: (208)922-3144
Mailing Address: 1009 E Kuna Rd Apt #109 KUNA ID 83634	
Business Email:	Business Fax: (208)
Owner Name: AGUSTIN CONTRERAS	Owner Phone: (208)850-0538
Owner Address: 1009 E Kuna Rd Apt 109 KUNA ID 83634	
State License #:	State Tax ID:

<u>Billing Information</u>	<u>Description</u>	<u>Amount</u>
	Liquor-by-the-Drink	\$ 562.50
	On Premise Beer	\$ 200.00
		0
		0

**Total License Fee(s) Due: \$ 762.50**

Signature:

Date: 4-11-17

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

Date Fee Paid and Receipt # \_\_\_\_\_ License #: \_\_\_\_\_

2017-2018

RETAIL ALCOHOL BEVERAGE LICENSE

2018487

ADA COUNTY, IDAHO  
STATE OF IDAHO

*This is to certify, that Agustin Contreras  
dba: Lima Limon Peruvian Restaurant*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 379 W Main Street, Kuna, ID 83634

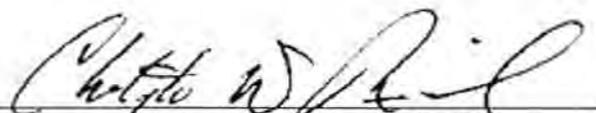


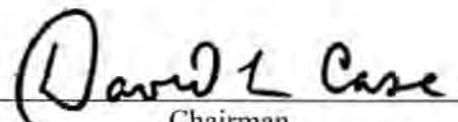
**License valid from May 1, 2017 to April 30, 2018**

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Liquor	Kuna City	\$187.50

  
\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 1st day of May, 2017

  
\_\_\_\_\_  
Christopher D. Rich, Clerk

  
\_\_\_\_\_  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

# State of Idaho

## Idaho State Police

### Retail Alcohol Beverage License

Cycle Tracking Number: 93070  
ISLD ID: 8077

License Year: 2018

License Number: 2469

Premise Number: 1A-229  
Incorporated City

*This is to certify, that*      Agustin Contreras  
*doing business as:*      Lima Limon Peruvian Restaurant  
*is licensed to sell alcoholic beverages as stated below at:*  
**379 W Main Street, Kuna, Ada County**

*Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate.*

  
\_\_\_\_\_  
*Signature of Licensee, Corporate Officer, LLC Member or Partner*

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
On-premise consumption	Yes	<u>\$0.00</u>
Kegs to go	No	
Restaurant	Yes	<u>\$0.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Growlers	No	

AGUSTIN CONTRERAS  
LIMA LIMON PERUVIAN RESTAURANT  
1009 E KUNA ROAD  
APT 109  
KUNA, ID 83634  
*Mailing Address*

TOTAL FEE: \$800.00

License Valid: 05/01/2017 - 04/30/2018

**Expires: 04/30/2018**



Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



CITY OF KUNA
751 W 4TH STREET, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

LONGHORN
PO BOX 88
KUNA ID 83634
USA

Date: 02/13/2017

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

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March 16, 2017
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- March 7, 2017
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April 4, 2017
April 18, 2017 (last meeting prior to expiration)

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

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2017 Idaho State License and the Ada County License

Business Name: LONGHORN Acct #: 113
Business Address: 458 W MAIN STREET Business Phone: (208)922-4163
Mailing Address: PO BOX 88 KUNA ID 83634
Business Email: Business Fax: (208)
Owner Name: JON FERRY Owner Phone: (208)989-8400
Owner Address: PO BOX 88 KUNA ID 83634
State License #: State Tax ID:

Table with 3 columns: Billing Information, Description, Amount. Rows include Liquor-by-the-Drink (\$562.50) and On Premise Beer (\$200.00).

Total License Fee(s) Due: \$ 762.50

Signature: [Handwritten Signature] Date: 4/7/17

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

Date Fee Paid and Receipt #: 11.00477 License #: 1712A

2017-2018

RETAIL ALCOHOL BEVERAGE LICENSE

2018483

ADA COUNTY, IDAHO

STATE OF IDAHO

*This is to certify, that Jon's Longhorn LLC*

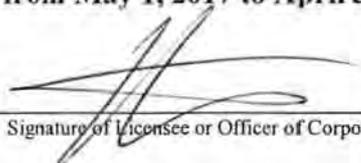
*dba: Longhorn Lounge*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 458 W. 3rd St., Kuna, ID 83634



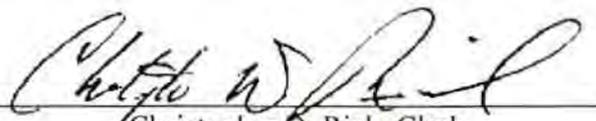
License valid from May 1, 2017 to April 30, 2018

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Liquor	Kuna City	\$187.50

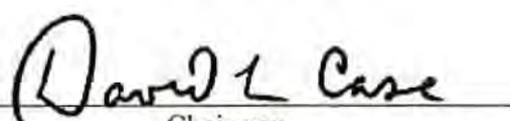


\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 1st day of May, 2017



\_\_\_\_\_  
Christopher D. Rich, Clerk



\_\_\_\_\_  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

# State of Idaho

## Idaho State Police

Cycle Tracking Number: 93086  
ISLD ID: 6662

License Year: 2018  
License Number: 4163

Premise Number: 1A-361  
Incorporated City

### Retail Alcohol Beverage License

*This is to certify, that* Jon's Longhorn LLC  
*doing business as:* Longhorn Lounge

*is licensed to sell alcoholic beverages as stated below at:*  
458 W 3rd Street, Kuna, Ada County

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

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

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
On-premise consumption	Yes	<u>\$0.00</u>
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Growlers	No	

  
\_\_\_\_\_  
*Signature of Licensee, Corporate Officer, LLC Member or Partner*

JON'S LONGHORN LLC  
LONGHORN LOUNGE  
PO BOX 88  
  
KUNA, ID 83634  
*Mailing Address*

TOTAL FEE: \$800.00

*License Valid:* 05/01/2017 - 04/30/2018

***Expires:* 04/30/2018**



Director of Idaho State Police



THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



CITY OF KUNA
751 W 4TH STREET, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

PacWest Bars LLC
PO BOX 463
KUNA ID 83634
USA

Date: 02/13/2017

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

Please remember that your signed renewal application, copies of your 2017 State and County Alcohol Licenses along with all appropriate fees must be submitted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:

February 23, 2017
March 16, 2017
March 30, 2017
April 13, 2017

For Review at the Council Meeting on:

March 7, 2017
March 21, 2017
April 4, 2017
April 18, 2017 (last meeting prior to expiration)

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

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2017 Idaho State License and the Ada County License

Business Name: PacWest Bars LLC Acct #: 170018
Business Address: 414 W Main St Business Phone: (208)922-9797
Mailing Address: PO BOX 463 KUNA ID 83634
Business Email: redevybar414@gmail.com Business Fax: (208)
Owner Name: GARY PACKARD Owner Phone: (208) 922-4342
Owner Address: 2354 S BLACKCAT KUNA ID 83634
State License #: State Tax ID:

Table with 3 columns: Billing Information, Description, Amount. Rows include Liquor-by-the-Drink (\$562.50) and On Premise Beer (\$200.00).

Total License Fee(s) Due: \$ 762.50

Signature: [Handwritten Signature]

Date: 4.3.17

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

Date Fee Paid and Receipt # 4.4.17 - 11.001464 License #: 1709A

# State of Idaho

## Idaho State Police

Cycle Tracking Number: 92446  
ISLD ID: 6411

License Year: 2018  
License Number: 3540

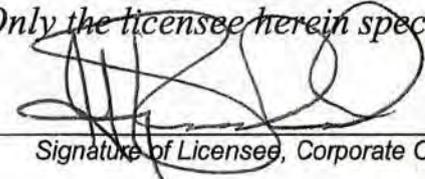
Premise Number: 1A-239  
Incorporated City

### Retail Alcohol Beverage License

*This is to certify, that* Pacwest Bars LLC  
*doing business as:* Red Eye Saloon

*is licensed to sell alcoholic beverages as stated below at:*  
414 Main St, Kuna, Ada County

*Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate.*



Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
On-premise consumption	Yes	<u>\$0.00</u>
Kegs to go	No	
Restaurant	Yes	<u>\$0.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Growlers	No	

PACWEST BARS LLC  
RED EYE SALOON  
PO BOX 463  
  
KUNA, ID 83634  
*Mailing Address*

TOTAL FEE: \$800.00

License Valid: 05/01/2017 - 04/30/2018  
**Expires: 04/30/2018**



Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

**2017-2018**

RETAIL ALCOHOL BEVERAGE LICENSE

2018361

**ADA COUNTY, IDAHO**

STATE OF IDAHO

*This is to certify, that Pacwest Bars LLC*

*dba: Red Eye Saloon*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 414 Main St, Kuna, ID 83634



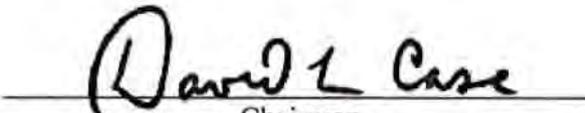
**License valid from May 1, 2017 to April 30, 2018**

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Liquor	Kuna City	\$187.50

  
 \_\_\_\_\_  
 Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 1st day of May, 2017

  
 \_\_\_\_\_  
 Christopher D. Rich, Clerk

  
 \_\_\_\_\_  
 Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF KUNA
751 W 4TH STREET, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

S&D Kuna Inc
1263 W Clarinda St
MERIDIAN ID 83642
USA

Date: 02/13/2017

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

Please remember that your signed renewal application, copies of your 2017 State and County Alcohol Licenses along with all appropriate fees must be submitted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:

February 23, 2017
March 16, 2017
March 30, 2017
April 13, 2017

For Review at the Council Meeting on:

March 7, 2017
March 21, 2017
April 4, 2017
April 18, 2017 (last meeting prior to expiration)

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

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2017 Idaho State License and the Ada County License

Business Name: S&D Kuna Inc
Business Address: 331 Avenue E
Mailing Address: 1263 W Clarinda St MERIDIAN ID 83642
Business Email: srowell@idahopizzacompany.com
Owner Name: SHELLY AND DANIEL ROWELL
Owner Address: 1263 W CLARINDA MERIDIAN ID 83634
State License #: 4808

Acct #: 160028
Business Phone: (208)922-5032
Business Fax: (208)
Owner Phone: 208-850-2248
State Tax ID:

Table with 3 columns: Billing Information, Description, Amount. Rows include On Premise Beer (\$200.00), On Premise Wine (\$200.00), and two rows with 0.

Total License Fee(s) Due: \$ 400.00

Signature: [Handwritten Signature]

Date: 4-1-17

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

Date Fee Paid and Receipt #: 11/001479

License #: 1713A

# State of Idaho

## Idaho State Police

Cycle Tracking Number: 92989

Premise Number: 1A-850

### Retail Alcohol Beverage License

License Year: 2018

License Number: 4808

*This is to certify, that* S&D Kuna Inc  
*doing business as:* Idaho Pizza Company

*is licensed to sell alcoholic beverages as stated below at:*  
331 Avenue E, Kuna, Ada County

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

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

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

\_\_\_\_\_  
*Signature of Licensee, Corporate Officer, LLC Member or Partner*

S&D KUNA INC  
 IDAHO PIZZA COMPANY  
 1263 W CLARINDA ST  
  
 MERIDIAN, ID 83642  
*Mailing Address*

TOTAL FEE: \$150.00

*License Valid:* 05/01/2017 - 04/30/2018

**Expires: 04/30/2018**

  
*Director of Idaho State Police*



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

2017-2018

RETAIL ALCOHOL BEVERAGE LICENSE

2018522

ADA COUNTY, IDAHO

STATE OF IDAHO

*This is to certify, that S & D Kuna Inc*

*dba: Idaho Pizza Company*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 331 Avenue E, Kuna, ID 83634



License valid from May 1, 2017 to April 30, 2018

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

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 1st day of May, 2017

*Christopher D. Rich*  
\_\_\_\_\_  
Christopher D. Rich, Clerk

*David L. Case*  
\_\_\_\_\_  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF KUNA
751 W 4TH STREET, KUNA ID 83634
(208) 922-5546

ALCOHOL LICENSE RENEWAL APPLICATION

Walgreens #13614
PO BOX 901
DEERFIELD IL 60015

Date: 02/13/2017

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

Please remember that your signed renewal application, copies of your 2017 State and County Alcohol Licenses along with all appropriate fees must be submitted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

Submit by 5:00 PM on:

February 23, 2017
March 16, 2017
March 30, 2017
April 13, 2017

For Review at the Council Meeting on:

March 7, 2017
March 21, 2017
April 4, 2017
April 18, 2017 (last meeting prior to expiration)

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

Sincerely,
Chris Engels
City Clerk

All renewal applications must include a copy of the 2017 Idaho State License and the Ada County License

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

Table with 3 columns: Billing Information, Description, Amount. Rows include Off Premise Beer (\$50.00) and Off Premise Wine (\$200.00).

Total License Fee(s) Due: \$ 250.00

Signature: [Handwritten Signature]

Date: 03/28/17 16607516

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

Date Fee Paid and Receipt # License #:

2017-2018

RETAIL ALCOHOL BEVERAGE LICENSE

2018276

ADA COUNTY, IDAHO

STATE OF IDAHO

*This is to certify, that Walgreen Co.*

*dba: Walgreens # 13614*

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



License valid from May 1, 2017 to April 30, 2018

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

*[Signature]*  
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 1st day of May, 2017

*[Signature]*  
Christopher D. Rich, Clerk

*[Signature]*  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

4C66

Alcohol License Renewal  
3 0 0 8

# State of Idaho

## Idaho State Police

Cycle Tracking Number: 92378

Premise Number: 1A-11264

**Retail Alcohol Beverage License**

License Year: 2018

License Number: 11264

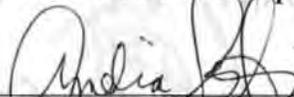
*This is to certify, that* Walgreen Co.  
*doing business as:* Walgreens #13614

*is licensed to sell alcoholic beverages as stated below at:*  
869 E. Avalon St., Kuna, Ada County

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

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

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

  
Signature of Licensee, Corporate Officer, LLC Member or Partner

WALGREEN CO.  
WALGREENS #13614  
PO BOX 901  
  
DEERFIELD, IL 60015  
*Mailing Address*

TOTAL FEE: \$150.00

License Valid: 05/01/2017 - 04/30/2018

**Expires: 04/30/2018**



Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

## J & M SANITATION, INC. RECYCLING SURVEY

Dear Valued Kuna Customers,

To better serve our customers, we would like to evaluate the interest of Kuna Residents in replacing our current "Voluntary" "Weekly Green Bin" Recycling Program with a "Voluntary" "Bi-weekly Tip Cart", No Sort, Co-mingled Recycling Program. You can help us determine interest and willingness to participate in such a program by completing an online survey.

Note: All other non-recycling services would be unchanged!

This survey can be filled out online @[www.kunacity.id.gov](http://www.kunacity.id.gov), J&M Sanitations Facebook Page, or [www.kunacity.id.gov](http://www.kunacity.id.gov).

We appreciate your taking the time to help us evaluate the desire and willingness of Kuna residents to expand Kuna's recycling program.

Sincerely,

Tim Gordon  
Owner  
J&M Sanitation, Inc.



Proposed Co-Mingled Recycling Survey

Customer Feedback Survey

\* 1. Do you currently Recycle in our Voluntary Sorted "Green Bin" Recycling Program?

- Yes
- No

\* 2. If so, how many 18 gallon Green Recycling Bins do you use currently?

- 1
- 2
- 3
- 4
- 5 +
- Other (please specify)

\* 3. How often do you put out your current "Sorted" recycling Bins?

- Every week
- Bi Weekly
- Once a Month

\* 4. Whether or not you currently recycle,ARE YOU INTERESTED in participating in a Voluntary "Tip Cart" Co-mingled (all recyclables are mixed in a 95 gallon, tip cart with wheels and lid - NO Sorting) Recycling Program, picked up on a bi-weekly basis?

- Yes
- No

\* 5. If you are interested in Voluntarily participating in a bi-weekly "Tip Cart" Co-mingled Recycling Program, are you willing to pay an additional \$2.00 per cart per month on your City of Kuna Trash bill for the expanded service (the charge would only be assessed to participating recycling customers-THIS SERVICE WILL NOT BE MANDATORY)?

- Yes
- No

\* 6. Given the choice of only one recycling program, which do you prefer: The current Voluntary separated weekly recycling program or the "Voluntary" bi-weekly "Tip Cart" Co-mingled, \$2.00 per cart per month program?

- Current "Green Bin" program
- Proposed: "Tip Cart" Co-mingled program

\* 7. If we change to the "Voluntary 95 Gallon Tip Cart Co-mingled program" how many carts do you need delivered to your home?

- 1
- 2
- 3
- 4

\* 8. Address

<b>Name</b>	<input type="text"/>
<b>Company</b>	<input type="text"/>
<b>Address</b>	<input type="text"/>
<b>Address 2</b>	<input type="text"/>
<b>City/Town</b>	<input type="text"/>
<b>State/Province</b>	<input type="text" value="-- select state --"/>
<b>ZIP/Postal Code</b>	<input type="text"/>
<b>Country</b>	<input type="text"/>
<b>Email Address</b>	<input type="text"/>
<b>Phone Number</b>	<input type="text"/>



# City of Kuna

## City Council Memo

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

To: **Kuna City Council**

File Numbers: **17-01-CPMA (Comp Plan Map Amendment)**

Location: **NWC of Ten Mile & Deer Flat Roads, Kuna, Idaho**

Planner: **Trevor Kesner, Planner II**

Hearing date: **April 18, 2017**

Applicant: **Tuck Ewing, Teco One, LLC**  
1500 N. El Dorado  
Boise, ID, 83704  
208.863.1696  
[Tuck.ewing@ewingcompany.com](mailto:Tuck.ewing@ewingcompany.com)



Table of Contents:

- A. Process and Noticing
- B. Applicant Request
- C. Aerial map
- D. Site History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Procedural Background
- I. Proposed Findings of Fact
- J. Factual Summary
- K. Comprehensive Plan Analysis
- L. Kuna City Code Analysis
- M. Proposed Conclusions of Law
- N. Recommended Conditions of Approval to Council.

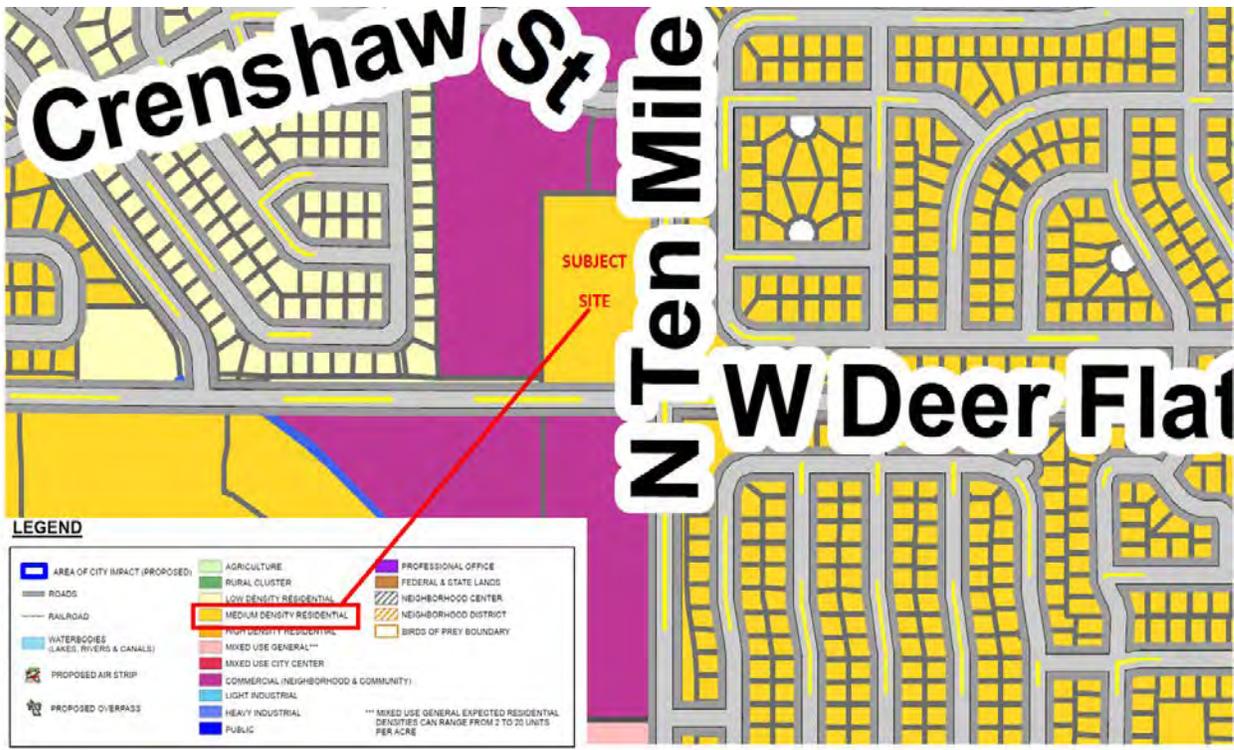
**A. Process and Noticing:**

1. Kuna City Code 1-14-3 (KCC), states that Comprehensive Plan Map Modifications are designated as a public hearing, with the Commission as the recommending body and the City Council as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Land Use Planning Act.

**a. Notifications**

- i. Neighborhood Meeting February 8, 2017 (no attendees)
- ii. Agency Comment Request February 17, 2017
- iii. 300' Property Owners March 21, 2017
- iv. Kuna, Melba Newspaper March 22, 2017
- v. Site Posted March 18, 2017





2. **Surrounding Land Uses:**

<b>North</b>	C-1	Neighborhood Business District – Kuna City
<b>South</b>	C-1	Neighborhood Business District – Kuna City
<b>East</b>	R-6	Medium-Low Density Residential – Kuna City
<b>West</b>	C-1	Neighborhood Business District – Kuna City

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

- Parcel Size: 5.9 acres (approximately)
- Zoning: Rural-Urban Transition – Ada County (RUT).
- Parcel #: S1315449280

4. **Services:**

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

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

There are no structures on site, and the parcel has uncultivated vegetation that is generally associated with an open field. The site’s topography is generally flat with 0-2% slope.

**6. Transportation / Connectivity:**

The site is located on northwest corner (NWC) of Deer Flat Road and Ten Mile Road. No ingress/egress is proposed to the site from Deer Flat or Ten Mile Roads. There are private street connections to the subject site within the Crimson Point multi-family development. ACHD has provided guidelines for connectivity within and access to the site when development occurs (see Exhibit C-8).

**7. Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts associated with this land use application.

**8. Agency Responses:**

The following agencies returned comments and are included as exhibits with this case file:

City Engineer (Gordon Law, P.E.) – Exhibit C-2

COMPASS Development Checklist (Carl Miller) – Exhibit C-3

Boise Project Board of Control (Bob Carter) - Exhibit C-4

Idaho Transportation Department (Ken Couch) – Exhibit C-5

Nampa & Meridian Irrigation District (Greg Curtis) – Exhibit C-6

Central District Health Department – Exhibit C-7

Ada County Highway District – Exhibit C-8

Idaho Department of Environmental Quality (Aaron Scheff) – Exhibit C-9

**F. Staff Analysis:**

This Comp Plan Map Amendment application involves a County parcel that is surrounded by Kuna City limits and platted City subdivisions. The parcel is adjacent to a minor arterial (Deer Flat Road) and a major arterial (Ten Mile Road). All public utilities are accessible and 'reasonably available' to the subject site.

The applicant seeks a Comp Plan Map Amendment for this parcel in anticipation of potential future commercial development. No annexation or development is currently proposed on the site. Staff is aware this request differs from the Comp Plan Map designation. If approved, this map amendment would avoid the need for a rezone application upon annexation in the future.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and forwards a recommendation of approval for Case No. 17-01-CPM, subject to the recommended conditions of approval listed in Section 'N' of this report.

**G. Applicable Standards:**

1. City of Kuna Zoning Ordinance No. 230
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

**H. Proposed Procedural Background:**

On March 14, 2017, the Planning and Zoning Commission voted to recommend *approval* for Case No 17-01-CPM to the City Council with the proposed conditions of approval, based on the facts outlined in staff's report and the public testimony during the public hearing; and subsequently made findings at their regularly scheduled meeting on March 28, 2017.

**I. Proposed Findings of Fact:**

1. **17-01-CPM:** Based on the record contained in Case No. 17-01-CPMA, including the exhibits, staff's report and the public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves/conditionally approves/denies* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 7-01-CPMA; a Comp Plan Map Amendment for *Teco One, LLC*.

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

**Comment:** *The Kuna Commission held a public hearing on the subject application on March 14, 2017, to hear from City staff and the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case No. 17-01-CPMA, this proposal appears to *generally* comply with the Comprehensive Plan and Comp Plan Map.

**Comment:** *The Comp Plan Map designates this property as future Medium Density residential. As the surrounding lands to the north, south and east are currently zoned as commercial uses (C-1), staff views the request to amend the Comp Plan to a commercial future use generally follows the goals of the Comp Plan and the Comp Plan Map.*

4. The Kuna Commission has the authority to recommend approval or denial for this application.

**Comment:** *On March 14, 2017, Kuna's Planning and Zoning Commission will vote to recommend approval, conditional approval or denial of Case No. 17-01-CPM.*

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

**Comment:** *As noted in the process and noticing section, notice requirements were met to hold a public hearing on March 14, 2017.*

#### **J. Factual Summary:**

This site is located at the north-west corner (NWC) of Deer Flat Road and Ten Mile Road. Applicant proposes and a Comprehensive Plan Map amendment for the site, from Medium Density Residential to Commercial.

#### **K. Comprehensive Plan Analysis:**

The Kuna Commission accepts the Comprehensive Plan components as described below:

##### Community Vision Statement:

Residents hoped for the creation of *business and light commercial use centers within neighborhoods*. These centers would include restaurants, gas stations, churches, multi-family use facilities, and other mixed-use developments (Page 21).

**Comment:** *The proposal follows the community vision and commercial use goals as stated and adopted.*

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

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

**Comment:** *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

##### Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

*Neighborhood Core Concept:*

The character of residential housing surrounding and within the core of a Neighborhood Center is that of a close-knit, mixed-density community. The Neighborhood District provides close access to community services located within the core (Page 81).

*Neighborhood District:*

The Neighborhood District can be characterized as residential housing within the core of a close-knit, mixed-density community. The Neighborhood District provides close access to the community services located within the core. The highest density housing should be located near the core service areas (schools, churches, parks, neighborhood commercial). Housing types may include *multi-family* dwellings, duplexes, town houses, row homes, and single-family residences (Page 93).

***Comment:*** *The proposal generally complies with the land use plan as adopted by Kuna, by locating commercial uses near non-typical housing densities and types in or near a neighborhood core while promoting in-fill methodologies.*

*Neighborhoods:*

Kuna's Comp Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge. The Neighborhood Center will be the core of the neighborhoods churches, schools, and public facilities. The neighborhood centers will feature denser developments and multi-family residential development.

***Comment:*** *This application promotes sound community and urban design principles.*

**L. Kuna City Code Analysis:**

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

***Comment:*** *The proposed future zoning designation meets the land use and area standards in Chapter 13, Title 5 of the Kuna City Code (KCC).*

2. The site is physically suitable for a future commercial development.

***Comment:*** *The 5.9-acre (approximate) parcel requests a future land use designation for a Commercial zone. The site appears to be compatible with the requested amendment.*

3. The Comprehensive Plan Map Amendment is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

***Comment:*** *The subject site is not used as wildlife habitat and will therefore not cause environmental damage or loss of habitat.*

4. The Comp Plan Map Amendment application is not likely to cause adverse public health problems.

***Comment:*** *The Comp Plan Map amendment for the property requires a future zoning designation per Kuna Code 5-13-9. The commercial land use designation requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

**Comment:** *The Comprehensive Plan Map amendment considers the location of the property and adjacent uses. The subject property is surrounded by existing City and Ada County subdivisions and will be connected to the Kuna City central sewer and potable and pressure irrigation water systems. The current adjacent uses are both small commercial and residential uses and is located adjacent to minor and major arterial roadways.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for Commercial purposes.

**Comment:** *Correspondence from Kuna City Engineer confirms that the streets and utility services are suitable and adequate for a future commercial zone and use.*

#### **M. Proposed Conclusions of Law:**

1. Based on the evidence contained in Case No. 17-01-CPMA, the Council finds Case No. 17-01-CPMA generally comply with Kuna City Code.
2. Based on the evidence contained in Case No. 17-01-CPMA, the Council finds Case No. 17-01-CPMA is generally consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

#### **N. Proposed Conditions of Approval:**

**17-01-CPM;** *Note: This proposed motion is to approve, conditionally approve, or deny this request. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.*

The Council hereby approves/conditionally approves/denies Case No 17-01-CPM, a Comp Plan Map Amendment request from Tuck Ewing representing *Teco One, LLC*, with the following conditions of approval:

1. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department at the time of development. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
  - 2.1– At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
2. Installation of future service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All future utilities shall be installed underground, see Kuna City Code 6-4-2-W.
3. 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 requesting to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
4. All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
5. Fencing within and around the site shall comply with Kuna City Code 5-5-5 (Unless specifically approved otherwise and permitted).
6. All signage within/for the project shall comply with Kuna City Code 5-10-4.

7. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
8. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
9. All local, state and federal laws shall be complied with.



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

### Comprehensive Plan Amendment Checklist

A Comprehensive Plan Amendment requires public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

<b>Project name:</b> Request to Change Comprehensive Plan	<b>Applicant:</b> Teco One, LLC Tuck Ewing
--	--

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
X	Completed and signed Commission & Council Review Application.	✓
X	A statement with the following required elements: ◇ A specific definition of the change request. ◇ Specific information on any property involved. ◇ The condition or situation which warrants a change being made in the plan. ◇ The public need for and benefit from such a change in the plan. ◇ Documentation that no other solutions to the problem, by the current policy of the plan, are possible or reasonable. <i>N/A</i> ◇ Development intentions for any land involved. ◇ Address how the proposed amendment provides an improved guide to future growth and development of the city.	✓
X	Vicinity map drawn to scale, showing the location of the subject property. Map shall contain the following information: Shaded area showing the annexation property, Street names and names of surrounding subdivisions.	✓
N/A	For a Comprehensive Plan Text Amendment, underline and strikeout proposed changes.	<i>MAP</i>
N/A	Legal description of the annexation area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	<i>NOT ANNEXING</i>
X	Recorded warranty deed for the property.	*
X	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties).	✓
X	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	✓
X	Commitment of Property Posting form signed by the applicant/agent.	✓

*Note: Only one copy of the above items need to be submitted when applying for multiple applications.*

*This application shall not be considered complete (nor will a Public Hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.*

RECEIVED  
2-7-17



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

### Commission & Council Review Application

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

\*Please submit the appropriate checklist (s) with application

For Office Use Only	
File Number (s)	EWING 17-01-CPMA
Project name	EWING CPMA
Date Received	02/07/17
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Type of Review (check all that apply):

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

#### Contact/Applicant Information

Owners of Record: <u>Teco One, LLC</u>	Phone Number: <u>208-863-1696</u>
Address: <u>1500 N. Eldorado, Suite 4</u>	E-Mail: <u>tuck.ewing@ewingcompany.com</u>
City, State, Zip: <u>Boise, ID 83704</u>	Fax #: <u>208-376-1481</u>
Applicant (Developer): <u>N/A</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____

#### Subject Property Information

Site Address: <u>N. Ten Mile Rd., Kuna, ID 83634</u>
Site Location (Cross Streets): <u>W. Ten Mile &amp; Deer Flat Rds.</u>
Parcel Number (s): <u>S1315449280</u>
Section, Township, Range: <u>Sect. 15, 2N, 1W</u>
Property size : <u>6 Acres</u>
Current land use: <u>Bare Land</u> Proposed land use: <u>C-1</u>
Current zoning district: <u>RUT</u> Proposed zoning district: <u>C-1</u>

Exhibit  
B-1

**Project Description**

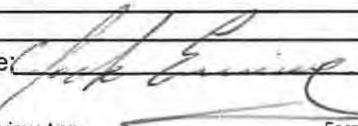
Project / subdivision name: <u>2N,1W,15</u>
General description of proposed project / request: <u>Change City's Comprehensive Plan</u>
Type of use proposed (check all that apply): <input type="checkbox"/> Residential _____ <input checked="" type="checkbox"/> Commercial _____ <input type="checkbox"/> Office _____ <input type="checkbox"/> Industrial _____ <input type="checkbox"/> Other _____
Amenities provided with this development (if applicable): <u>N/A</u>

**Residential Project Summary (if applicable) N/A**

Are there existing buildings? <input type="checkbox"/> Yes <input type="checkbox"/> No
Please describe the existing buildings: _____
Any existing buildings to remain? <input type="checkbox"/> Yes <input type="checkbox"/> No
Number of residential units: _____ Number of building lots: _____
Number of common and/or other lots: _____
Type of dwellings proposed: <input type="checkbox"/> Single-Family _____ <input type="checkbox"/> Townhouses _____ <input type="checkbox"/> Duplexes _____ <input type="checkbox"/> Multi-Family _____ <input type="checkbox"/> Other _____
Minimum Square footage of structure (s): _____
Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____
Percentage of open space provided: _____ Acreage of open space: _____
Type of open space provided (i.e. landscaping, public, common, etc.): _____

**Non-Residential Project Summary (if applicable) N/A**

Number of building lots: _____	Other lots: _____
Gross floor area square footage: _____	Existing (if applicable): _____
Hours of operation (days & hours): _____	Building height: _____
Total number of employees: _____	Max. number of employees at one time: _____
Number and ages of students/children: _____	Seating capacity: _____
Fencing type, size & location (proposed or existing to remain): _____	
Proposed Parking:	a. Handicapped spaces: _____ Dimensions: _____
	b. Total Parking spaces: _____ Dimensions: _____
	c. Width of driveway aisle: _____
Proposed Lighting: _____	
Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____	

Applicant's Signature:  Date: 12/29/16

2-7-17

Planning & Zoning Department  
751 W 4th St  
P.O. Box 13  
Kuna, ID 83634

December 29, 2016

Re: Request to change the City's Comprehensive Plan

Dear Commissioners:

Please accept my request to change the current Kuna City Comprehensive Plan. It is my hope to have the City consider changing the current planned use of my property to Commercial (neighborhood & community). While I am not looking to annex at this time, I am looking at future development possibilities.

The property is located on the corner of N. Ten Mile Rd. and W. Deer Flat Rd. The current condition of the property is bare land. The property size is approximately 6 acres.

The current Zoning Map (map 59, attached), on the City's website shows the property to the immediate north, and west, as well as the property to the south currently zoned as C-1. This is indicated on the current Comprehensive Plan Map (map 2324, attached) also on the City's web site. However, the corner property, my property is designated Medium Density Residential on the Comprehensive Plan Map.

I feel with my property being on the corner, changing the Comprehensive Plan will allow for better potential use of the property as well as benefit those neighboring properties. This change would allow both my property and those surrounding properties to be more appealing and marketable for future development. With the potential of zoning commercial, development could take place to improve the community, allow for more economical growth and provide convenience to the local residents in the area.

I thank you for your time and consideration. I look forward to working with the City of Kuna and the surrounding community in the future.

Sincerely,



Tuck Ewing, Member  
Teco One, LLC

Exhibit  
B-2

## EXHIBIT A

A parcel of land located in the SE ¼ SE ¼ Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Southeast corner of Section 15, Township 2 North, Range 1 West, the REAL POINT OF BEGINNING;

Thence along the South line of said section North 89°44'23" West 405.25 feet to a set 5/8" rebar, from which the S ¼ corner of said section bears North 89°44'23" East 2,251.38;

Thence North 0°03'52" West 642.64 feet to a set 5/8" rebar;

Thence North 89°56'08" East 348.24 feet to a set 5/8" rebar, said rebar being at an angle point and centerline of an existing drain ditch;

Thence North 89°56'08" East 57.00 feet to a set 5/8" rebar, said rebar being at the intersection of the East line of said Section 15 and the centerline of said existing drain ditch, from which the E ¼ of said section bears North 0°03'52" West 2,016.46 feet;

Thence South 0°03'52" West 644.94 feet to the REAL POINT OF BEGINNING.



8151 W. Rifleman Street  
Boise, ID 83704

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

File No. 590916 DA/CLM

JTE.

WARRANTY DEED

For Value Received Dennis Lee McClure, as his separate estate  
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

TECO ONE LLC

hereinafter referred to as Grantee, whose current address is

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: July 6, 2016

Dennis Lee McClure  
Dennis Lee McClure

State of Idaho, County of Ada

On this 7<sup>th</sup> day of July in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Lee McClure known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Debbie Andrews  
Residing at: Boise, ID  
Commission Expires: 11/17/21

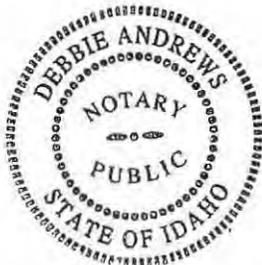


Exhibit  
B-4

## EXHIBIT A

A parcel of land located in the SE ¼ SE ¼ Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Southeast corner of Section 15, Township 2 North, Range 1 West, the REAL POINT OF BEGINNING;

Thence along the South line of said section North 89°44'23" West 405.25 feet to a set 5/8" rebar, from which the S ¼ corner of said section bears North 89°44'23" East 2,251.38;

Thence North 0°03'52" West 642.64 feet to a set 5/8" rebar;

Thence North 89°56'08" East 348.24 feet to a set 5/8" rebar, said rebar being at an angle point and centerline of an existing drain ditch;

Thence North 89°56'08" East 57.00 feet to a set 5/8" rebar, said rebar being at the intersection of the East line of said Section 15 and the centerline of said existing drain ditch, from which the E ¼ of said section bears North 0°03'52" West 2,016.46 feet;

Thence South 0°03'52" West 644.94 feet to the REAL POINT OF BEGINNING.

<p>No. <b>W 5290</b></p> <p>Return to:          SECRETARY OF STATE          700 WEST JEFFERSON          PO BOX 83720          BOISE, ID 83720-0080</p> <p><b>NO FILING FEE IF          RECEIVED BY DUE DATE</b></p>	<p><b>Due no later than Dec 31, 2016          Annual Report Form</b></p> <p><i>(Maining Address: Correct in this box if needed)</i></p> <p>TECO ONE, L.L.C.          JOHN R EWING          1500 EL DORADO          BOISE ID 83704</p>	<p>2. Registered Agent and Address <b>(NO PO BOX)</b></p> <p>JOHN R EWING          1500 EL DORADO          BOISE ID 83704</p> <p>3. <u>New</u> Registered Agent Signature:*</p>														
<p>4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.</p> <table border="1"> <thead> <tr> <th>Office Held</th> <th>Name</th> <th>Street or PO Address</th> <th>City</th> <th>State</th> <th>Country</th> <th>Postal Code</th> </tr> </thead> <tbody> <tr> <td>MANAGER</td> <td>JOHN R EWING</td> <td>1500 EL DORADO</td> <td>BOISE</td> <td>ID</td> <td></td> <td>83704</td> </tr> </tbody> </table>			Office Held	Name	Street or PO Address	City	State	Country	Postal Code	MANAGER	JOHN R EWING	1500 EL DORADO	BOISE	ID		83704
Office Held	Name	Street or PO Address	City	State	Country	Postal Code										
MANAGER	JOHN R EWING	1500 EL DORADO	BOISE	ID		83704										
<p>5. Organized Under the Laws of:</p> <p><b>ID          W 5290</b></p>	<p>6. Annual Report must be signed.*</p> <p>Signature: John R Ewing          Name (type or print): John R Ewing</p> <p>Date: 11/02/2016          Title: Manager</p>															
<p>Processed 11/02/2016 * Electronically provided signatures are accepted as original signatures.</p>																



# ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY



FILED

Dec 30 3 04 PM '98  
Secretary of State of Idaho,  
Statehouse, Boise, Idaho 83720  
SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the limited liability company is: TECO One, L.L.C.

2. The address of the initial registered office is: 1500 El Dorado, Boise, Idaho  
83704 (not a PO Box)

and the name of the initial registered agent at that address is: John R. Ewing

Signature of registered agent:

John R. Ewing  
John R. Ewing

3. The latest date certain on which the limited liability company will dissolve: Jan. 31, 2028

4. Is management of the limited liability company vested in a manager or managers?

Yes  No (check appropriate box)

5. If management is vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is vested in the members, list the name(s) and address(es) of at least one initial member.

Name:

Address:

John R. Ewing

1500 El Dorado  
Boise, Idaho 83704

6. Signature of at least one person listed in #5 above:

John R. Ewing  
John R. Ewing

IDAHO SECRETARY OF STATE  
Secretary of State use only

01/02/1998 09:00  
CK: 3436 CT: 15819 BH: 69075

1 @ 100.00 = 100.00 ORGAN LLC

W 5290

**SECOND AMENDED AND  
RESTATED  
OPERATING AGREEMENT**

**FOR**

**TECO ONE, L.L.C.**

**AN IDAHO LIMITED  
LIABILITY COMPANY**

FEBRUARY, 2005

**SECOND AMENDED AND RESTATED  
OPERATING AGREEMENT  
FOR TECO ONE, L.L.C.**

This Second Amended and Restated Operating Agreement of TECO One, L.L.C. (the "Company"), a limited liability company organized pursuant to the Idaho Limited Liability Company Act, is entered into by and among all Initial Members of the Company (the "Agreement") as of the 21 day of FEBRUARY, 2005.

This Second Amended and Restated Operating Agreement is intended to and does amend and restate in its entirety that certain Amended and Restated Operating Agreement for TECO One, L.L.C., entered into between the Members dated as of December 20, 2001 as amended by the First Amendment to the Amended and Restated Operating Agreement for TECO One, L.L.C., entered into between the Members dated as of January 2, 2002. The Members desire to continue the limited liability company pursuant to the laws of the State of Idaho in accordance with this Second Amended and Restated Operating Agreement ("Agreement") from and after the date of this Agreement.

**ARTICLE 1  
DEFINITIONS**

**Section 1.1 "Act"** means the Idaho Limited Liability Company Act and all amendments thereto.

**Section 1.2 "Additional Member"** means a Member other than an Initial Member who has acquired a Membership Interest in the Company.

**Section 1.3 "Additional Capital Contribution"** means Capital Contributions made or required of any Member in excess of the Member's Initial Capital Contribution.

**Section 1.4 "Agreement"** has the meaning assigned to it in the preamble hereto.

**Section 1.5 "Articles"** means the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State.

**Section 1.6 "Bankrupt Member"** means a Member who: (i) has become the subject of an order for relief under the United States Bankruptcy Code, (ii) has initiated either (A) an original proceeding, or (B) by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

**Section 1.7 “Capital Account”** means the account maintained for a Member determined in accordance with Article 5.

**Section 1.8 “Capital Contribution”** means any contribution of Property, services or the obligation to contribute Property or services, or any other consideration deemed acceptable by the laws of the State of Idaho, made by or on behalf of a Member.

**Section 1.9 “Code”** means the Internal Revenue Code of 1986, as amended from time to time.

**Section 1.10 “Company”** means TECO One, L.L.C.

**Section 1.11 “Company Liability”** means any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

**Section 1.12 “Company Property”** means any Property owned by the Company.

**Section 1.13 “Distribution”** means a transfer of Property to a Member on account of a Membership Interest.

**Section 1.14 “Dissociated Member”** means a Person who has ceased to be a Member by reason of Dissociation. For all purposes hereunder, a Dissociated Member shall not be considered a Member from the date of Dissociation. Rights and obligations of any Dissociated Member shall be exercised and/or performed by the Dissociated Member or his legal representative.

**Section 1.15 “Dissociation”** means any action or event which causes a Member to cease to be Member pursuant to this Agreement or the Act.

**Section 1.16 “Dissolution Event”** means an event, the occurrence of which will result in the dissolution of the Company under this Agreement or the Act unless the Members unanimously agree to continue the existence of the Company thereafter.

**Section 1.17 “Initial Capital Contribution”** means the initial Capital Contribution agreed to be made by the Initial Members and Additional Members upon their admission as a Member.

**Section 1.18 “Initial Members”** means those persons executing this Agreement.

**Section 1.19 “Majority Vote”** means the affirmative vote of Members whose Capital Contributions in the aggregate total more than one-half of the total Capital Contributions of all Members.

**Section 1.20 “Management Right”** means the right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company.

**Section 1.21 “Member”** means an Initial Member or Additional Member admitted pursuant to this Agreement. Member does not include Dissociated Members.

**Section 1.22 “Members Consent”** means the unanimous written consent of the Members.

**Section 1.23 “Membership Interest”** means the ownership interest and rights of a Member in the Company, including such Member’s Capital Account, rights to Distributions (liquidating or otherwise), and rights to allocations of the profits, losses, gains, deductions, and credits of the Company.

**Section 1.24 “Net Losses”** means the losses and deductions of the Company determined in accordance with generally accepted accounting principles consistently applied from year to year under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

**Section 1.25 “Net Profits”** means the income and gains of the Company determined in accordance with generally accepted accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

**Section 1.26 “Organization”** means, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

**Section 1.27 “Organizational Expenses”** means those expenses incurred in the organization of the Company, including the costs of preparation of the Agreement and Articles.

**Section 1.28 “Person”** means an individual, trust, estate, or Organization permitted to be a Member of a limited liability company under the laws of the State of Idaho.

**Section 1.29 “Proceeding”** means any administrative, judicial, or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

**Section 1.30 “Property”** means any property, real or personal, tangible or intangible, including money and any legal or equitable interest in such Property, but excluding services and promises to perform services in the future.

**Section 1.31 “Regulations”** means except where the context indicates otherwise, the regulations of the U.S. Department of the Treasury, as amended and changed from time to time.

**Section 1.32 “Secretary of State”** means the Secretary of State of the State of Idaho.

**Section 1.33 “Sharing Ratio”** means with respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total amount of the Member’s Capital Contributions and the denominator is the total amount of all Capital Contributions of all Members.

**Section 1.34 “Taxable Year”** means the taxable year of the Company as determined pursuant to the Code.

**Section 1.35 “Transfer of Membership Interest”** means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, encumbrance or other conveyance, absolute or as security, voluntarily, involuntarily or by operation of law, of all or any part of a Membership Interest.

## **ARTICLE 2 FORMATION**

**Section 2.1 Agreement.** In consideration of the mutual covenants herein, the Members executing this Agreement and any Additional Members hereafter admitted hereby agree to the terms and conditions hereof, as from time to time amended, regarding the management and operation of the Company as an Idaho limited liability company pursuant to the Act.

**Section 2.2 Name.** The name of the Company is TECO One, L.L.C.

**Section 2.3 Effective Date.** This Agreement shall become effective as of the date stated above.

**Section 2.4 Term of Company.** The Company shall commence on the date the articles of organization are duly filed pursuant to the Act and shall continue perpetually or until terminated as hereinafter provided.

**Section 2.5 Registered Agent and Office.** The registered agent and registered office of the Company shall be John R. Ewing, 1500 El Dorado, Boise, Idaho 83704. The

Members may, from time to time, replace the registered agent or change registered office by filing such changes with the Secretary of State.

**Section 2.6 Principal Office.** The principal office of the Company shall be located at 1500 El Dorado, Boise, Idaho 83704 or such other address as from time to time determined by the Members. Copies of all correspondence shall be sent to this office as well as all bills, invoices, or other demands for payment, as well as all checks and other payments to the Company.

### **ARTICLE 3 NATURE OF BUSINESS**

**Section 3.1 Purposes and Powers.** The Company is organized to engage in any and all business activities authorized by the Act.

### **ARTICLE 4 RIGHTS AND DUTIES OF MEMBERS**

**Section 4.1 Management Rights.** All Members shall be entitled to participate in all matters related to the management of the Company. All matters shall be determined by Majority Vote of the Members except the following actions shall require the unanimous consent of the Members entitled to vote thereon:

- a. amendment to this Agreement;
- b. assessment of Additional Contributions;
- c. admission of Additional Members; and
- d. continuation of the Company after a Dissolution Event.

**Section 4.2 Majority Vote.** Approval of any matter shall be deemed effective upon the receipt of a Majority Vote at a meeting of the Members entitled to vote on such matter.

**Section 4.3 Authority of Members to Bind the Company.** Members acting on behalf of the Company shall be authorized agents of the Company and shall have the authority to bind the Company. No Member shall take any action to bind the Company without a Majority Vote of the Members or Members Consent and each Member shall indemnify the Company from any costs or damages incurred by the Company as a result of the unauthorized action of such Member. Members, upon Majority Vote or by Members Consent, shall have the power to do all things necessary or convenient to carry out the business and affairs of the Company.

**Section 4.4 Liability of Members.** No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or

requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

**Section 4.5 Compensation of Members.** Each Member shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to compensation only as determined by Majority Vote of the Members.

**Section 4.6 Member's Standard of Care.** A Member's duty of care to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Member shall be entitled to rely in good faith upon the records of the Company and upon such information, opinions, reports or statements by any of its other Members, or agents, or by any other person, as to matters the Member reasonably believes are within such other person's professional or expert competence, engaged by the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members may properly be paid.

**Section 4.7 Indemnification.** The Company shall indemnify the Members for all costs, losses, liabilities, and damages paid or accrued in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Idaho.

**Section 4.8 Representations and Warranties.** Each Member and person(s) executing the Agreement on behalf of any Member, represents and warrants to the Company and each other Member that: (i) such Member is authorized (including in the case of a Member which is an Organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization) to execute and agree to the Agreement and to perform its obligations hereunder; (ii) the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to sell, transfer or distribute the interest (iii) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or securities laws of Idaho or any other state, and that such interest may not be resold or transferred by the Member without appropriate registration or exemption from such requirements as determined applicable by a written legal opinion of legal counsel to the Company in such a form approved by a majority of the vote of the Members.

**Section 4.9 Conflicts of Interest.** Members shall be entitled to engage in business activities and transactions separate and apart from the Company that may be considered to be competitive with or similar to the business of the Company and does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest to the exclusion of the Company.

**ARTICLE 5**  
**CONTRIBUTIONS AND CAPITAL ACCOUNTS**

**Section 5.1 Initial Contributions.** Each Initial Member made an initial Capital Contribution as follows:

John R. Ewing	\$200,000
John Tucker Ewing	\$ 30,000
Benjamin D. Ewing	\$ 30,000

No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or to be repaid any Capital Contribution except as provided in this Agreement. Any Additional Member admitted to the Company shall make an Initial Capital Contribution in an amount, at the time, and upon such terms as agreed at the time the Members' consent to the admission of such Additional Member.

**Section 5.2 Additional Contributions.** The Members acting unanimously may require from time to time Additional Capital Contribution from its Members to enable the Company to conduct its business. The total additional capital requirement of the Company to be assessed as Additional Capital Contribution shall be apportioned among the Members according to the Sharing Ratio of each Member. To the extent any Member fails to make such Member's Additional Capital Contribution (a "Non-Paying Member"), the other Members (acting with or without approval, vote or consent of the Non-Paying Member) may:

- a. make further additional contributions in amounts equal to the ratio of the Sharing Ratio of such other Members and the Sharing Ratio of all Members shall be adjusted accordingly;
- b. admit Additional Member(s) who shall make Initial Capital Contribution(s) in the amount required at the time or times upon the terms to which the other Members and Additional Member(s) agree; or
- c. take, or authorize the Company to take, such legal action as may be appropriate to collect from the Non-Paying Member such sum together with interest thereon plus all costs and attorney fees incurred thereby.

**Section 5.3 Maintenance of Capital Accounts.** The Company shall establish and maintain Capital Accounts for each Member in the amount of such Member's Initial Capital Contribution. Each Member's Capital Account shall be increased by (i) the amount of any Additional Capital Contributions actually made by the Member; and (ii) the Member's share of Net Profits and of any separately allocated items of income or gain (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of Property contributed by the Member). Each Member's Capital Account shall be decreased by (i) the amount of any money actually distributed by the Company to the Member, (ii) the fair

market value of any Property distributed to the Member, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Property within the meaning of § 752 of the Code), and (iii) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

**Section 5.4 Compliance with Section 704(b) of the Code.** The provisions of this Article 5 as they relate to the maintenance of Capital Accounts are intended, and shall be construed and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit to Members to have substantial economic effect under the Regulations promulgated under § 704(b) of the Code. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation or to otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Capital Contribution and any Additional Capital Contributions required under this Agreement.

## **ARTICLE 6**

### **ALLOCATIONS AND DISTRIBUTIONS**

**Section 6.1 Allocations of Net Profits and Net Losses from Operations.** Except as may be required by § 704(c) of the Code, Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members according to each Member's Sharing Ratio.

**Section 6.2 Interim Distributions.** From time to time, the Members may determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Members may authorize distributions to the Members. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Members.

**Section 6.3 Limitations on Distributions.** Distributions shall be made at such times and in such amounts as determined by the Members upon Majority Vote or by Members Consent. No Distribution shall be declared and paid unless, after the Distribution is made, the value of the Property of the Company exceeds all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

## ARTICLE 7 TAXES

**Section 7.1 Partnership Tax Status.** The activities and financial affairs of the Company and Members shall be accounted for and managed so as to permit tax treatment of the Company and Members as if the Company were a partnership as provided in Section 701, et. seq., of the Code. Notwithstanding such tax treatment, nothing herein shall be deemed to be a waiver of limited liability of Members pursuant to the Act.

**Section 7.2 Elections.** The Members, by Majority Vote, may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

**Section 7.3 Payment of Taxes.** To the extent required by law, each Member, upon request, shall submit an agreement indicating that such Member will make timely payments of income tax attributable to the Member's income, interest and penalties assessed on such amounts. If the Member fails to provide such agreement, the Company may, but is not required to, withhold and pay over to such taxing jurisdiction the amount of such tax, penalty and interest and any such payments with respect to the income of a Member shall be treated as a Distribution to such Member. The Members may, if permitted by law, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members attributable to the income of such Members and treat such payments as a Distribution to such Members.

**Section 7.4 Tax Matters Member.** The Members shall designate one Member as the Tax Matters Member of the Company pursuant to § 6231(a)(7) of the Code. Any Member designated as Tax Matters Member shall take such action as may be necessary to cause each other Member to become a *notice partner* within the meaning of the Code. Any Member who is designated Tax Matter Member may not take any action contemplated by the Code without the consent of the Members by Majority Vote. The initial Tax Matter Member shall be John Ewing.

**Section 7.5 Cash Method of Accounting.** The accounting records of the Company shall be maintained on a cash receipts and disbursements method of accounting.

## ARTICLE 8 TRANSFER OF MEMBERSHIP INTERESTS

**Section 8.1 Transfer Prohibited.** No Member shall have the right to make any Transfer of Membership Interest except to the other Members upon Dissociation and as provided in this Agreement.

**Section 8.2 Dispositions not in Compliance with this Agreement Void.** Any attempted Transfer of Membership Interest, or any part thereof, except as provided in this Agreement shall be null and void.

**Section 8.3 Specific Enforcement.** Each Member hereby acknowledges the reasonableness of the restrictions on the sale of Membership Interest imposed by this Agreement in view of the Company's purposes and the relationship of the Members. Accordingly, the restrictions on sale contained herein shall be specifically enforceable.

**Section 8.4 Right of First Refusal / Voluntary Transfer.** Members shall not make any voluntary transfer of any Membership Interest (or part thereof) except pursuant to the following terms:

(a) John R. Ewing may transfer all or any part of his interest in the Company outright or in trust for the benefit of any Member of a his immediate family. As used in this agreement, the term "immediate family" includes the Member's spouse, children, grandchildren, father and mother, and may include other family Members only if transfers to such other family Members will not terminate the Company pursuant to Section 708(b)(1)(B) of the Internal Revenue Code of 1986, as amended, or as equivalent replacement provisions of federal tax statutes. To the date of this Second Amended and Restated Operating Agreement, John R. Ewing has transferred portions of his Membership Interests to the other Members and the current Membership Interests and Sharing Ratios of the Members is as follows:

<u>Member</u>	<u>Membership Interest</u>	<u>Sharing Ratio</u>
John R. Ewing	20%	20%
John Tucker Ewing	40%	40%
Benjamin D. Ewing	40%	40%

(b) Except as provided in Article 8.4(a), at any time a Member proposes to sell, assign or otherwise dispose of all or any part of the Member's interest in the Company, such Member (the "Selling Member") shall first make a written offer to sell such interest to the other Members at a price that is the lesser of (1) any price offered by a third party, or (2) the price determined as provided in Article 8.4(c) and on the terms and conditions set forth in Article 8.4(d). Such offer shall state the name of the proposed transferee and all the terms and conditions of the proposed transfer, including the price to the proposed transferee. The other Members shall have the right for a period of 30 days after receipt of such offer to elect to purchase all of such interest. In exercising their right to purchase, the other Members may divide such interest in any manner to which they shall all agree, and not all of them must participate in the purchase. In the absence of such agreement, the other Members shall divide such interest in proportion to their Sharing Ratios as of the time the offer is made. To exercise such right to purchase, the other Members shall give written notice to the selling Member. If the other Members do not elect to purchase all of such interest, the selling Member may transfer such interest to the proposed transferee named in the offer to the other Members. However, if the selling Member does not complete that transfer within 90 days after the other Members' right to

purchase has terminated, the selling Member shall make a new offer to the other Members and the provisions of Article 8.4(b) again shall apply.

(c) The alternative purchase price for the selling Member's interest under Article 8.4(b) shall be determined as follows:

(1) The value of the Company's real property shall be the fair market value of such property as determined by agreement between the selling Member and the purchasing Members. If the selling Member and purchasing Members are unable to agree as to the fair market value, the Members shall appoint a qualified appraiser to determine the fair market value of such property, and such appraiser's determination shall be final, conclusive and binding upon the parties.

(2) The value of the Company's marketable securities shall be their fair market value as evidenced by the trading in such securities on any stock exchange or over-the-counter market.

(3) The value of the Company's cash shall be its full face value.

(4) The value of the Company's accounts receivable shall be their full face value less such amount as the Members deem appropriate to reflect the possibility of nonpayment.

(5) The value of all other assets shall be their fair market value as the Members shall determine.

(6) The aggregate value of the Company's assets as determined above shall be reduced by the face amount of the aggregate amount of the Company's accounts payable and other liabilities.

(7) The purchase price of the selling Member's interest shall be the portion of the total value of the Company as determined under (1) through (6) above that is attributable to the selling Member's interest in the Company.

(d) The purchasing Members shall pay for the selling Member's interest in cash within 30 days after notifying the selling Member of the exercise of their right to purchase such interest.

**8.5 Death or Incompetency.** If a Member dies, such person or entity may have been designated by written instrument signed by the Member and delivered to the Company before or after the Member's death or, if the Member has made no such designation, the Member's personal representative or administrator, shall succeed to the Member's interest in the profit or loss and capital of the Company. If a Member shall be

adjudicated insane, incompetent or incapacitated, the Member's committee, guardian or conservator shall succeed to such interest.

#### **8.6 Substitution of Transferee as Member.**

(a) Subject to the provisions of Article 8, a Member may sell, assign or otherwise dispose of all or any part of the Member's interest in the Company.

(b) No transferee, designee or legal representative of a Member, including a transferee by operation of law or pursuant to Article 8, shall become a substitute Member without the consent of a majority of the remaining Members, as determined by their Sharing Patios. As conditions to admission as a substitute Member (1) any transferee, designee or legal representative of the Member shall execute and deliver such instruments, in form and substance satisfactory to the Members, as the Members shall deem necessary or desirable to cause the transferee to become a substitute Member, and (2) such transferee, designee or legal representative shall pay all reasonable expenses in connection with the Member's admission as a substitute Member, including but not limited to, the cost of preparation and filing of any amendment of this agreement or the Articles of Organization necessary or desirable in connection with such substitution.

(c) In the event that such consent is not granted, the transferee has no right to participate in the management of the business and affairs of the Company, which rights shall remain in the transferring Member. The transferee is entitled only to receive the share of distributions of available cash and liquidation proceeds and the return of contributions to which the transferring Member otherwise would be entitled, and shall receive the allocation of the Company's net income or net losses that otherwise would be allocated to the transferring Member.

### **ARTICLE 9 DISSOCIATION OF A MEMBER**

**Section 9.1 Dissociation.** A Member shall cease to be a Member upon the happening of any of the following events:

- a. the Member becomes a Bankrupt Member;
- b. in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person estate;
- c. in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

d. in the case of a Member that is a separate organization other than a corporation, the dissolution and commencement of winding-up of the separate organization;

e. in the case of a Member that is a corporation, the filing a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

f. in the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire Membership Interest.

**Section 9.2 Purchase of Dissociated Member's Membership Interest.** Upon the dissociation of a Member when the remaining Members elect to continue the business of the Company, a majority of the remaining Members shall, subject to the provisions of the Act, elect one of the two following provisions:

a. the dissociated Member's Membership Interest shall be available to the Company first and to the other Members second for a purchase price equal to the aggregate fair market value of the Member's Interest determined according to the provisions of Section 8.4(c). The purchase price of such Membership Interest shall be paid by the Company or the other Members, as the case may be, to the Member in cash within sixty (60) days of the determination of the aggregate fair market value or, at the option of the Company or the other Members, as the case may be, said debt may be evidenced by a promissory note (or notes) bearing no interest, which shall be due and payable in equal monthly principal installments for sixty (60) months. If the Company chooses to execute a promissory note or notes, as set forth in this Section 9.2, the dissociated Member may require the other Members to execute personal guarantees of such note or notes which requires payment of amounts due under the notes in the event the Company fails to honor the terms thereof; or

b. the dissociated Member, or assignee of the dissociated Member's Membership Interest, shall hold the dissociated Member's Membership Interest as an assignee.

## ARTICLE 10

### **ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS**

**Section 10.1 Rights of Assignees.** The assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The assignee is only entitled to receive the distributions and return of capital, and to be allocated the net profits and net losses attributable to the Membership Interest pursuant to this Agreement.

**Section 10.2 Admission of Assignees.** An assignee of a Membership Interest may be admitted as a Member with all of the rights and powers and subject to all the restrictions

and liabilities of the Member who initially assigned the Membership Interest, but only with unanimous approval, which may be withheld in their sole and absolute discretion, of the other Members.

**Section 10.3 Admission of Additional Members.** The Members may admit Additional Members and determine the Capital Contribution for such Members, but only with unanimous approval. The approval to admit an Additional Member may be granted or withheld by each Member in that Member's sole and absolute discretion.

## **ARTICLE 11**

### **DISSOLUTION AND WINDING UP**

**Section 11.1 Dissolution.** The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events which shall constitute Dissolution Events:

- a. the Members consent to voluntarily dissolve the Company;
- b. the Dissociation of any Member, unless the Company is continued by written consent of all Members within 90 days after such Dissociation;
- c. the entry of a decree for judicial dissolution of the Company pursuant to the Act.

**Section 11.2 Effect of Dissolution.** Upon Dissolution, the Members shall promptly proceed with the winding up of the Company business. The Company shall continue until the winding up of the affairs of the Company is completed and a Certificate of Dissolution is issued by the Secretary of State.

**Section 11.3 Distribution on Dissolution.** Upon the winding up of the Company, the Company Property shall be applied to payment of creditors, including Members who are creditors, in satisfaction of Company Liabilities then a Distribution to Members in accordance with Capital Account balances taking into account all Capital Account adjustments for the Company's Taxable Year in which the liquidation of Company Property occurs. Distributions shall be in cash or Property or both.

**Section 11.4 Winding Up and Certificate of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities, and obligations have been paid and discharged or reasonably adequate provision therefor has been made, and all Property of the Company has been distributed to the Members. Upon the completion of winding up the Company, a certificate of dissolution shall be delivered to the Secretary of State for filing in accordance with the Act.

**ARTICLE 12  
AMENDMENT**

**Section 12.1 Amendment or Modification of Agreement.** The Agreement may be amended or modified from time to time only by a written instrument adopted and executed by all Members.

**ARTICLE 13  
MISCELLANEOUS PROVISIONS**

**Section 13.1 Attorney Fees.** If a suit, action, or other proceeding (including, without limitation, any arbitration, mediation or alternative dispute resolution proceeding) arising out of or related to this Agreement is instituted by the Company or any Member, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting, or defending any suit, action, or other proceeding including, but not limited to, any arbitration, mediation or alternative dispute resolution proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal or any suit, action, or other proceeding. For purposes of this section, "Attorney Fees" shall mean and include attorney fees and reasonable fees of legal assistants or paralegals.

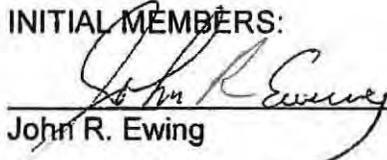
**Section 13.2 Notices.** Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail post prepaid addressed to the Company at the address of its principal office. Notice as to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member's address currently on file with the Company.

**Section 13.3 Entire Agreement.** The Agreement represents the entire agreement among and between the Members.

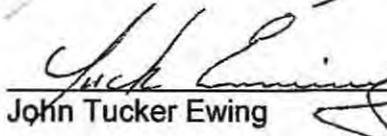
IN WITNESS WHEREOF, the Initial Members hereby execute this Agreement on the date(s) set forth below.

INITIAL MEMBERS:

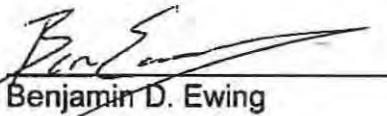
Date of Execution: 2/21/05

  
\_\_\_\_\_  
John R. Ewing

Date of Execution: 2-21-05

  
\_\_\_\_\_  
John Tucker Ewing

Date of Execution: 2-21-05

  
\_\_\_\_\_  
Benjamin D. Ewing



# City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: www.cityofkuna.com

State of Idaho )  
                          ) ss.  
County of Ada )

I, Tuck Ewing, Teco One, LLC , 1500 N. Eldorado, Ste. 4  
Name Address  
Boise , ID 83704  
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to \_\_\_\_\_  
Name Address

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

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

Dated this 29 day of DEC., 2016

Tuck Ewing  
Signature

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

Paula Newberry  
Notary Public for Idaho

Residing at: Meridian, ID

My commission expires: 4/24/19

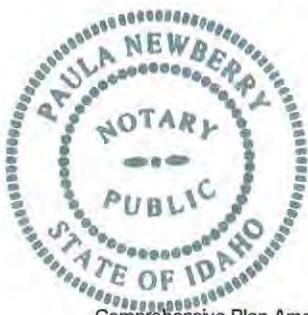








Exhibit  
B-7



# 20336036832

# Neighborhood Meeting List Request

PAID  
DEC 29 2016  
CITY OF KUNA

CITY OF KUNA PLANNING & ZONING, 763 West Avalon, Kuna, Idaho 83634 \* www.kunacity.id.gov \* (208) 922-5274 \* Fax: (208) 922-5989

## GENERAL INFORMATION:

If you are applying for one of the uses listed below, you must conduct a Neighborhood Meeting. This meeting allows neighbors to learn more about your project before the public hearing (Kuna Planning & Zoning will notify surrounding property owners of the hearing). All involved property owners within \*300 feet of the subject property boundary need to be invited to your meeting.

According to Kuna City Code, the meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 6 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend.

**Please fill out the supplied certification form and include it with your application so we have written record of your meeting.** Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

\*PLEASE NOTE: A \$20.00 FEE IS REQUIRED FOR THIS SERVICE (CITY OF KUNA PROVIDES MAILING LABELS)

## PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

APPLICATION TYPE	BRIEF DESCRIPTION
<input type="checkbox"/> Subdivision (Sketch Plat and/or Prelim. Plat)	_____
<input type="checkbox"/> Conditional Use	_____
<input type="checkbox"/> Variance	_____
<input type="checkbox"/> Expansion of Extension of a Nonconforming Use	_____
<input checked="" type="checkbox"/> Zoning Ordinance Map Amendment <i>Comp. Plan</i>	_____

## SITE INFORMATION:

Location: Quarter: \_\_\_\_\_ Section: 15 Township: 2N Range: 1W Total Acres: 6.5989  
 Subdivision Name: N/A Lot(s): \_\_\_\_\_ Block(s): \_\_\_\_\_  
 Site Address: 51315449280 Tax Parcel Number(s): \_\_\_\_\_  
N Ten Mile rd. 2N 1W 15

Please make sure to include all parcels & addresses included in your proposed use.

## CURRENT PROPERTY OWNER:

Name: TECO ONE LLC *TUCK. EWING@EWINGCOMPANY.COM*  
 Address: 1500 N. ELDORADO City: BOISE State: ID Zip: 83704

## CONTACT PERSON (Mail recipient and person to call with questions):

Name: TUCK EWING Business (if applicable): \_\_\_\_\_  
 Address: 1500 N. ELDORADO City: BOISE State: ID Zip: 83704  
 Fax: 376-1481 Phone: 377-1500 Cell: 863-1696

Exhibit  
B-8

OFFICE USE ONLY		
File No.:	Received By: <u>N. Stauffer</u>	Date: <u>12-30-16</u>
		Stamped: <u>emailed 12-30-16 @ 11:06</u>



# Neighborhood Meeting List Request

CITY OF KUNA PLANNING & ZONING, 763 West Avalon, Kuna, Idaho 83634 \* www.kunacity.id.gov \* (208) 922-5274 \* Fax: (208) 922-5989

## GENERAL INFORMATION:

If you are applying for one of the uses listed below, you must conduct a Neighborhood Meeting. This meeting allows neighbors to learn more about your project before the public hearing (Kuna Planning & Zoning will notify surrounding property owners of the hearing). All involved property owners within \*300 feet of the subject property boundary need to be invited to your meeting.

According to Kuna City Code, the meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 6 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend.

**Please fill out the supplied certification form and include it with your application so we have written record of your meeting.** Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

\*PLEASE NOTE: A \$20.00 FEE IS REQUIRED FOR THIS SERVICE (CITY OF KUNA PROVIDES MAILING LABELS)

## PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

APPLICATION TYPE	BRIEF DESCRIPTION
<input type="checkbox"/> Subdivision (Sketch Plat and/or Prelim. Plat)	_____
<input type="checkbox"/> Conditional Use	_____
<input type="checkbox"/> Variance	_____
<input type="checkbox"/> Expansion of Extension of a Nonconforming Use	_____
<input checked="" type="checkbox"/> Zoning Ordinance Map Amendment	Request Change to City's Comprehensive Plan

## SITE INFORMATION:

Location: Quarter: \_\_\_\_\_ Section: 15 Township: 2N Range: 1W Total Acres: 6  
 Subdivision Name: 2N 1W 15 Lot(s): \_\_\_\_\_ Block(s): \_\_\_\_\_  
 Site Address: N. Ten Mile Rd., Kuna, ID 83734 Tax Parcel Number(s): S1315449280

Please make sure to include **all** parcels & addresses included in your proposed use.

## CURRENT PROPERTY OWNER:

Name: Teco One, LLC  
 Address: 1500 N. Eldorado, Ste. 4 City: Boise State: ID Zip: 83704

## CONTACT PERSON (Mail recipient and person to call with questions):

Name: Tuck Ewing Business (if applicable): \_\_\_\_\_  
 Address: Same as above City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Fax: 208-376-1481 Phone: 208-377-1500 Cell: 208-863-1696

OFFICE USE ONLY			
File No.:	Received By:	Date:	Stamped:



COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
COREY BARTON HOMES INC	COREY	1977 E OVERLAND RD	1977 E	OVERLAND	RD	MERIDIAN, ID 83642-0000
LINEHAN RICKY M	LINEHAN	1715 N KLEMMER AVE	1715 N	KLEMMER	AVE	KUNA, ID 83634-0000
PALOMAR HEIGHTS HOA INC	PALOMAR	2180 W SR 434 STE 5000	2180 W	SR 434		LONGWOOD, FL 32779-0000
DILLARD DANIEL S	DILLARD	11064 W EDNA ST	11064 W	EDNA	ST	BOISE, ID 83713-0000
PERA FAMILY TRUST	PERA	880 PINE OAK LN	880	PINE OAK	LN	MEADOW VISTA, CA 95722-0000
BELLAND MICHAEL R	BELLAND	1595 N KLEMMER AVE	1595 N	KLEMMER	AVE	KUNA, ID 83634-1718
CHRISTIANSEN RYAN N	CHRISTIANSEN	1518 W KESLER DR	1518 W	KESLER	DR	KUNA, ID 83634-0000
INTERMOUNTAIN GAS CO	INTERMOUNTAIN	PO BOX 5650		PO BOX 5650		BISMARCK, ND 58506-5650





# Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING \* 763 W. Avalon, Kuna, Idaho, 83634 \* www.kunacity.id.gov \* (208) 922-5274 \* Fax: (208) 922-5989

## GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

**Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.**

**Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.**

Description of proposed project: Request to change City's Comprehensive Plan

Date and time of neighborhood meeting: \_\_\_\_\_

Location of neighborhood meeting: \_\_\_\_\_

## SITE INFORMATION:

Location: Quarter: \_\_\_\_\_ Section: 15 Township: 2N Range: 1W Total Acres: 6

Subdivision Name: 2N 1W 15 Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Site Address: N. Ten Mile Rd. Tax Parcel Number(s): S1315449280

Kuna, ID 83734

Please make sure to include **all** parcels & addresses included in your proposed use.

## CURRENT PROPERTY OWNER:

Name: Teco One, LLC

Address: 1500 N. Eldorado, Ste.4 City: Boise State: ID Zip: 83704

## CONTACT PERSON (Mail recipient and person to call with questions):

Name: Tuck Ewing Business (if applicable): \_\_\_\_\_

Address: Same as above City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PROPOSED USE:**

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

<b>Application Type</b>	<b>Brief Description</b>
Annexation	_____
Re-zone	_____
Subdivision (Sketch Plat and/or Prelim. Plat)	_____
Special Use	_____
Variance	_____
Expansion of Extension of a Nonconforming Use	_____
Zoning Ordinance Map Amendment	Request change to City's Comprehensive Plan

**APPLICANT:**

Name: Teco One, LLC Tuck Ewing, Member

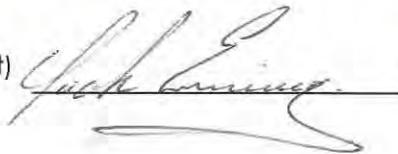
Address: 1500 Eldorado, Ste. 4

City: Boise State: ID Zip: 83704

Telephone: 208-377-1500 Fax: 208-376-1481

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant)



Date

12/29/16

## Neighborhood Meeting Notice Letter

### REVISED NOTICE

January 12, 2017

**Re: NEIGHBORHOOD MEETING- THURSDAY, FEBRUARY 2<sup>nd</sup>, 2017**

Legal Description: Sect 15, 2N, 1W Parcel #: S1315449280

Dear Property Owner:

You are invited to attend a neighborhood meeting for a proposed Comprehensive Plan Amendment. **Due to a scheduling conflict, the date has changed and will now be on Thursday, February 2<sup>nd</sup> from 6:00 – 6:30 p.m.**, at the Kuna Library, 457 N. Locust Ave, Kuna, ID 83634.

The property under consideration is located on the N. W. corner of N. Ten Mile Rd. and W. Deer Flat Rd. It is currently bare ground and is approximately 6 acres. The property is not annexed in the city. The current Comprehensive Plan Map has the property listed as Medium Density Residential. The land owner is proposing to amend the map from its current status to a Commercial (Neighborhood & Community) use. The property is currently surrounded by C-1 zoning properties and the owner feels it will be a better fit for the community with the change.

A representative for the land owner will be available to discuss the change and answer any questions at the meeting. If you are unable to attend and have questions, please contact Tuck Ewing at [tuck.ewing@ewingcompany.com](mailto:tuck.ewing@ewingcompany.com) or call at (208) 377-1500.

Sincerely,

TECO ONE, LLC

# Neighborhood Meeting Notice Letter

January 5<sup>th</sup>, 2017

**Re: NEIGHBORHOOD MEETING- MONDAY, FEBRUARY 6<sup>TH</sup>, 2017**

Legal Description: Sect 15, 2N, 1W Parcel #: S1315449280

Dear Property Owner:

You are invited to attend a neighborhood meeting for a proposed Comprehensive Plan Amendment on Monday, February 6<sup>th</sup> at 6:00 p.m., at the Kuna Library, 457 N. Locust Ave, Kuna, ID 83634.

*Revised to Feb. 8, from 6-6:30 pm.*

The property under consideration is located on the N. W. corner of N. Ten Mile Rd. and W. Deer Flat Rd. It is currently bare ground and is approximately 6 acres. The property is not annexed in the city. The current Comprehensive Plan Map has the property listed as Medium Density Residential. The land owner is proposing to amend the map from its current status to a Commercial (Neighborhood & Community) use. The property is currently surrounded by C-1 zoning properties and the owner feels it will be a better fit for the community with the change.

A representative for the land owner will be available to discuss the change and answer any questions at the meeting. If you are unable to attend and have questions, please contact Tuck Ewing at [tuck.ewing@ewingcompany.com](mailto:tuck.ewing@ewingcompany.com) or call at (208) 377-1500.

Sincerely,

TECO ONE, LLC

*Mailed  
1/5/17.  
7N  
4:00 PM*

# SIGN IN SHEET

**PROJECT NAME:** 2N 1W 15 - Request to change City's Comprehensive Plan

**Date:** FEB. 2, 2017

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
12	_____	_____	_____	_____
13	_____	_____	_____	_____
14	_____	_____	_____	_____
15	_____	_____	_____	_____
16	_____	_____	_____	_____
17	_____	_____	_____	_____
18	_____	_____	_____	_____
19	_____	_____	_____	_____
20	_____	_____	_____	_____
21	_____	_____	_____	_____
22	_____	_____	_____	_____
23	_____	_____	_____	_____
24	_____	_____	_____	_____
25	_____	_____	_____	_____
26	_____	_____	_____	_____
27	_____	_____	_____	_____
28	_____	_____	_____	_____
29	_____	_____	_____	_____
30	_____	_____	_____	_____

## Neighborhood Meeting Agenda

Meeting Date: February 2, 2017

Meeting Time: 6-6:30PM

**Introduction:** Sign-in sheet

**Property Location:** The property is located on the N.W. corner of Ten Mile and Deer Flat Rd.

**Property Description:** Parcel Number - S1315449280. The property is currently bare land and is approximately 5.99 acres. The current Comprehensive Plan Map shows the property as Medium Density Residential.

**Proposed Change:** We are requesting that the city change the current Comprehensive Plan from Medium Density Residential to Commercial (Neighborhood & Community). (See Comp. Plan Map)

**Questions:**

*ARRIVED AT 5:50pm.*

*DEPART AT 6:20pm*



Property Location: NW Corner of Ten Mile and Deer Flat Roads Parcel Number: S1315449280	Legal Description: Sect 15, 2N, 1W
--	------------------------------------



# City of Kuna COMMITMENT TO PROPERTY POSTING

City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: www.cityofkuna.com

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

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

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8

*Jack Luning*  
Applicant/agent signature

12/29/16  
Date





City of Kuna  
 Planning & Zoning Department

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

## Agency Transmittal

February 17, 2017

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

<b>FILE NUMBER:</b>	17-01-CPMA (Comp Plan MAP Amendment) – Teco One, LLC / Tuck Ewing.
<b>PROJECT DESCRIPTION</b>	Applicant requests approval for a Comprehensive Plan Map change for the subject parcel from Medium Density Residential to Commercial (C-1) future land use designation. The parcel is NOT currently annexed into city limits and is currently zoned RUT in Ada County. <b>No development is proposed.</b>
<b>SITE LOCATION</b>	NWC (northwest corner) of Ten Mile and Deer Flat Roads, Kuna, Idaho 83634. Assessor's Parcel Number # S1315449280
<b>REPRESENTATIVE</b>	<i>Teco One, LLC</i> c/o Tuck Ewing 1500 N. El Dorado, Suite #4 Boise, ID 83704 208.863.1696 <a href="mailto:tuck.ewing@ewingcompany.com">tuck.ewing@ewingcompany.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>March 14, 2017</b> 6:00 P.M.
<b>STAFF CONTACT</b>	Trevor Kesner <a href="mailto:tkesner@kunaid.gov">tkesner@kunaid.gov</a> Phone: 922.5274 Fax: 922.5989

We have enclosed information to assist you with your consideration and response. **No response within 15 business days will indicate you have no objection or comments for this project.** We would appreciate any information you can supply us as to how this action would affect the service(s) you provide. 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. 4<sup>th</sup> Street, Kuna, ID 83634. Please contact staff with questions. **If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, included their email as well.**



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

GORDON N. LAW  
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731  
Email: [glaw@kunaid.gov](mailto:glaw@kunaid.gov)

**MEMORANDUM**

TO: Wendy Howell; Trevor Kesner

FROM: Gordon N. Law  
Kuna City Engineer

RE: Tuck Ewing Property  
North-west Corner of Ten Mile and Deer Flat Roads  
Comprehensive Plan Map Amendment  
17-01-CPMA

DATE: February 21, 2017

The City Engineer has reviewed the Comprehensive Plan Map Amendment request of the above applicant(s) dated February 17, 2017. It is understood this map amendment is an attempt by the property owner to conform intended uses with the use of surrounding property and take advantage of its location on a commercially viable corner. No specific development plans are included with this application. The following comments are provided:

1. The applicant’s proposal does not appear to affect existing public roads or easements or to adversely compromise the ability to expand or extend them in the future.
2. The applicant’s proposal does not appear to affect publicly maintained utilities or to adversely compromise the ability to expand or extend them in the future.

The City Engineer concludes there is not a reason from a public works perspective to provide further comment on the application.



### Communities in Motion 2040 Development Checklist

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this checklist as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. CIM 2040 was developed through a collaborative approach with COMPASS member agencies and adopted by the COMPASS Board on **July 21, 2014**.

This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals, objectives, and performance measures. A checklist user guide is available [here](#); and more information about the CIM 2040 goals can be found [here](#); and information on the CIM 2040 Vision can be found [here](#).



[Click to view enlarged map](#)

**Name of Development:** Teco One, LLC

**Summary:** Request for a Comprehensive Plan Map change from Medium Density Residential to Commercial, northwest of the intersection of Ten Mile Road and Deer Flat Road. The proposal meets 7 CIM 2040 checklist items and does not meet 11 items. This proposal would exceed the growth forecasted in the regional long-range plan. Consider sidewalks and improvements to the Ten Mile Road and Deer Flat Road intersection to connect local residents to nearby schools and future pathways along the Ramsey Lateral and IndianCreek per the 2015 City of Kuna Pathway Map.

**Land Use**

In which of the [CIM 2040 Vision Areas](#) is the proposed development? **(Goal 2.1)?**

- Downtown
- Employment Center
- Existing Neighborhood
- Foothills
- Future Neighborhood
- Mixed Use
- Prime Farmland
- Rural
- Small Town
- Transit Oriented Development

Yes  No  N/A The proposal is within a CIM 2040 Major Activity Center. **(Goal 2.3)**

**Neighborhood (Transportation Analysis Zone) Demographics**

Existing		Existing TAZ + Proposal		2040 Forecast	
Households	Jobs	Households	Jobs	Households	Jobs
392	85	392	175	997	148

Yes  No  N/A The number of jobs and/or households in this development is consistent with jobs/households in the CIM 2040 Vision in this neighborhood. **(Goal 2.1)**

**Area (Adjacent Transportation Analysis Zone) Demographics**

Existing		Existing TAZs + Net Proposed		2040 Forecast	
Households	Jobs	Households	Jobs	Households	Jobs
1,157	193	1,227	283	2,702	530

Yes  No  N/A The number of jobs and/or households in this development is consistent with jobs/households in the CIM 2040 Vision in this area. **(Goal 2.1)**



More information on COMPASS and *Communities in Motion 2040* can be found at:  
[www.compassidaho.org](http://www.compassidaho.org)  
Email: [info@compassidaho.org](mailto:info@compassidaho.org)  
Telephone: (208) 475-2239



**COMPASS**  
COMMUNITY PLANNING ASSOCIATION  
of Southwest Idaho

## Communities in Motion 2040 Development Checklist

### Transportation

- Attached  N/A An Area of Influence Travel Demand Model Run is attached.
- Yes  No  N/A There are relevant projects in the current Regional [Transportation Improvement Projects](#) (TIP) within one mile of the development.

#### Comments:

- Yes  No  N/A The proposal uses appropriate access management techniques as described in the [COMPASS Access Management Toolkit](#).

**Comments:** No site plan proposed. Both Ten Mile Road and Deer Flat Road are minor arterials.

- Yes  No  N/A This proposal supports Valley Regional Transit's [valleyconnect](#) plan. See [Valley Regional Transit Amenities Development Guidelines](#) for additional detail.

**Comments:** The location is not currently served by transit. Future demand response is proposed in the area.

The **Complete Streets Level of Service (LOS) scoring** based on the proposed development will be provided on an separate worksheet (**Goals 1.1, 1.2, 1.3, 1.4, 2.4**):

- Attached  N/A Complete Streets LOS scorecard is attached.
- Yes  No  N/A The proposal maintains or improves current automobile LOS.
- Yes  No  N/A The proposal maintains or improves current bicycle LOS.
- Yes  No  N/A The proposal maintains or improves current pedestrian LOS.
- Yes  No  N/A The proposal maintains or improves current transit LOS.
- Yes  No  N/A The proposal is in an area with a [Walkscore](#) over 50.

### Housing

- Yes  No  N/A The proposal adds [compact housing](#) over seven residential units per acre. (**Goal 2.3**)
- Yes  No  N/A The proposal is a mixed-use development or in a mixed-use area. (**Goal 3.1**)
- Yes  No  N/A The proposal is in an area with lower transportation costs than the [regional average](#) of 26% of the median household income. (**Goal 3.1**)
- Yes  No  N/A The proposal improves the jobs-housing balance by providing housing in employment-rich areas. (**Goal 3.1**)

### Community Infrastructure

- Yes  No  N/A The proposal is infill development. (**Goals 4.1, 4.2**)
- Yes  No  N/A The proposal is within or adjacent to city limits. (**Goals 4.1, 4.2**)
- Yes  No  N/A The proposal is within a city area of impact. (**Goals 4.1, 4.2**)

### Health

- Yes  No  N/A The proposal is within 1/4 mile of a transit stop. (**Goal 5.1**)
- Yes  No  N/A The proposal is within 1/4 mile of a public school. (**Goal 5.1**)
- Yes  No  N/A The proposal is within 1/4 mile of a grocery store. (**Goal 5.1**)
- Yes  No  N/A The proposal is within 1 mile of a park and ride location. (**Goal 5.1**)

### Economic Development

- Yes  No  N/A The proposal improves the jobs-housing balance by providing employment in housing-rich areas. (**Goal 3.1**)
- Yes  No  N/A The proposal provides grocery stores or other retail options for neighborhoods within 1/2 mile. (**Goal 6.1**)

### Open Space

- Yes  No  N/A The proposal is within a 1/4 mile of a public park. (**Goal 7.1**)
- Yes  No  N/A The proposal provides at least 1 acre of parks for every 35 housing units. (**Goal 7.1**)

### Farmland

- Yes  No  N/A The proposal is outside "Prime Farmland" in the CIM 2040 Vision. (**Goals 4.1, 8.2**)
- Yes  No  N/A The proposal is outside prime farmland. (**Goal 8.2**)





**IDAHO TRANSPORTATION DEPARTMENT**  
P.O. Box 8028  
Boise, ID 83707-2028

(208) 334-8300  
itd.idaho.gov

February 23, 2017

Trevor Kesner  
City of Kuna, Planning and Zoning Department  
P.O. Box 13  
Kuna, ID 83634

**VIA EMAIL**

**RE: 17-01-CPMA TECO ONE, LLC / TUCK EWING**

The Idaho Transportation Department has reviewed the referenced comprehensive plan map amendment application for Teco One, LLC / Tuck Ewing at the northwest corner of Ten Mile and Deer Flat Roads, west of SH-69, milepost 3.23. ITD has the following comments:

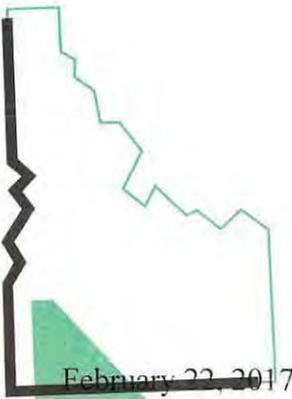
1. ITD has no objection to the comprehensive plan map amendment for this parcel.
2. This property does not abut the State highway system.
3. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
4. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant can contact the ITD District 3 Traffic Section at 334-8300 for more information.

If you have any questions, you may contact Shona Tonkin at 334-8341 or me at 332-7190.

Sincerely,

Ken Couch  
Development Services Coordinator  
Ken.Couch@itd.idaho.gov

Exhibit  
C-5



ORGANIZED 1904

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH  
FAX #208-463-0092

NAMPA, IDAHO 83651-4395  
nmid.org

OFFICE: Nampa 208-466-7861  
SHOP: Nampa 208-466-0663

February 22, 2017

Trevor Kesner  
City of Kuna  
P.O. Box 13  
Kuna, ID 83634

**RE: 1701-CPMA/ Teco One, LLC; Ten Mile & Deer Flat Roads**

Dear Trevor:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application as it lies outside of our district boundaries. Please contact Bob Carter, Boise Project- Board of Control, at 208-344-1141, 2465 Overland Rd. Room 202 Boise, ID 83705-3173.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,

Greg G. Curtis  
Water Superintendent  
Nampa & Meridian Irrigation District  
GGC/gnf

PC: Office/File

RECEIVED  
FEB 27 2017  
CITY OF KUNA



APPROXIMATE IRRIGABLE ACRES  
RIVER FLOW RIGHTS - 23,000  
BOISE PROJECT RIGHTS - 40,000

Exhibit  
C-6



# CENTRAL DISTRICT HEALTH DEPARTMENT

## Environmental Health Division

- Return to:
- ACZ
  - Boise
  - Eagle
  - Garden City
  - Kuna
  - Meridian
  - Star

Rezone # 1701 CPMA

Conditional Use # \_\_\_\_\_

Preliminary / Final / Short Plat \_\_\_\_\_

RECEIVED

FEB 27 2017

CITY OF KUNA

City of Kuna

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
  - high seasonal ground water
  - bedrock from original grade
  - waste flow characteristics
  - other \_\_\_\_\_
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
  - central sewage
  - interim sewage
  - individual sewage
  - community sewage system
  - central water
  - individual water
  - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
  - central sewage
  - sewage dry lines
  - community sewage system
  - central water
  - community water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
  - food establishment
  - beverage establishment
  - swimming pools or spas
  - grocery store
  - child care center
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. \_\_\_\_\_ Reviewed By: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

*Lowrey*  
Date: 2/23/17

Exhibit  
C-7



Paul Woods, President  
Rebecca W. Arnold, Vice President  
Kent Goldthorpe, Commissioner  
Sara M. Baker, Commissioner  
Jim D. Hansen, Commissioner

February 27, 2017

To: Tuck Ewing  
Teco One, LLC  
1500 N. El Dorado, STE 4  
Boise, ID 83704

Subject: KUNA17-0002  
NWC of Ten Mile and Deer Flat Roads  
Comprehensive Plan Amendment, Annexation & Rezone

This application is for comprehensive plan amendment, annexation & rezone only. Listed below are some of the relevant policies that the District may administer when it reviews a future development application (additional policies may be considered with a specific redevelopment application):

**A. Findings of Fact**

**1. Deer Flat & Ten Mile Roads**

**a. 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. The segment of Deer Flat Road abutting the site is designated in the MSM as a Residential Arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 96-feet of right-of-way.

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. The segment of Ten Mile Road abutting the site is designated in the MSM as a Transitional/Commercial Arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 96-feet of right-of-way.

- b. Staff Comments/Recommendations:** The applicant should be required to dedicate right-of-way to total 48-feet from the centerline of both Deer Flat Road and Ten Mile Road abutting the site.

The applicant should be required to construct a 5-foot wide detached concrete sidewalk located a minimum of 42-feet from the centerline of Deer Flat Road and Ten Mile Road abutting the site.

Additionally, the applicant should be required to widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site on Deer Flat Road and Ten Mile Road.

## **2. Deer Flat/Ten Mile Intersection**

- a. Staff Comments/Recommendations:** The Deer Flat/Ten Mile Road intersection is listed in ACHD's Capital Improvement Plan (CIP) to be widened and reconstructed as a single lane roundabout in 2031 to 2035. To accommodate this improvement the applicant should be required to dedicate additional right-of-way at the intersection, as depicted on the illustration below.



- Promotes the efficient delivery of services including trash, mail and deliveries, water and sewer.
- Promotes orderly development.

Sidewalk Policy: District Policy 7208.5.6 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all commercial streets. If a separated sidewalk is proposed, a parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.).

- b. Staff Comments/Recommendations:** Wasbai Avenue is constructed as a half street abutting the site's west property line and Lampblack Drive is constructed as a half street abutting the site's north property line.

The applicant should be required to complete both Wasbai Avenue and Lampblack Drive as 36 to 40-foot wide street sections with vertical curb, gutter, and 5-foot wide attached concrete sidewalks within 50 to 54-feet of right-of-way.

#### 4. Access/Driveways

##### a. Policy

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

Successive Driveways (Ten Mile): District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 45 MPH to align or offset a minimum of 380-feet from any existing or proposed driveway.

Successive Driveways (Deer Flat): District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 35 MPH to align or offset a minimum of 330-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.

**Driveway Location Policy (Wasabi Avenue and Lampblack Drive):**  
District policy 7208.4.1 requires driveways located near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest street intersection.

**Driveway Width Policy (Wasabi Avenue and Lampblack Drive):**  
District policy 7208.4.3 restricts commercial driveways to a maximum width of 40-feet. Most commercial driveways will be constructed as curb-cut type facilities.

- b. **Staff Comments/Recommendations:** All driveways within the site should comply with the policies listed above.

**5. Traffic Impact Study**

- a. **Policy**  
**Traffic Impact Study:** District policy 7106.1 requires a traffic impact study for developments which generate 100 or more PM peak hour trips. This equates to approximately 35,000 square feet of retail use and 50,000 square feet of office use.

- b. **Staff Comments/Recommendations:** A traffic impact study may be required for this application. Please contact ACHD's Planning Review staff to determine whether or not a traffic impact study will be required for a future development application on this site.

**B. Traffic Information**

**Trip Generation**

A single family dwelling unit is estimated to generate 9.52 vehicle trips per day based, with 1 trip in the PM peak hour based on the Institute of Transportation Engineers Trip Generation Manual, 9<sup>th</sup> edition.

**Condition of Area Roadways: Traffic Count is based on Vehicles per hour (VPH)**

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Ten Mile Road	625-feet	Minor Arterial	370	Better than "E"
Deer Flat Road	380-feet	Minor Arterial	105	Better than "E"

\* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

**Average Daily Traffic Count (VDT):** *Average daily traffic counts are based on ACHD's most current traffic counts*

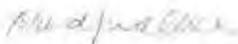
- The average daily traffic count for Ten Mile Road south of Hubbard Road was 6,424 on 9/20/16.
- The average daily traffic count for Deer Flat Road west of Ten Mile Road was 1,987 on 3/8/16.

**C. Attachments**

1. Vicinity Map
2. Standard Conditions of Approval
3. Request for Appeal of Staff Decision

If you have any questions, please feel free to contact me at (208) 387-6178.

Sincerely,



Mindy Wallace, AICP  
Planner III  
Development Services

cc: City of Kuna

VICINITY MAP



### 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, 7203.6, 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.

## 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.



STATE OF IDAHO  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
BOISE REGIONAL OFFICE  
1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

*DEQ Response to Request for Environmental Comment*

Date: February 28, 2017  
Agency Requesting Comments: Kuna Planning & Zoning  
Date Request Received: February 17, 2017  
Applicant/Description: Change to Kuna City Comprehensive Plan

*Thank you for the opportunity to respond to your letter dated December 29, 2016*

*Based on the information provided, it appears there are no issues within our regulatory authority. At this time, we do not have any comments; however, we do request that this project consider the state and federal rules and regulations for air, water, waste and the overall environment. If there is additional information to be reviewed, please let us know.*

*We appreciate the opportunity to review the application, if you have additional questions or concerns, please contact me at (208) 373-0550.*

Sincerely,

Aaron Scheff  
[aaron.scheff@deq.idaho.gov](mailto:aaron.scheff@deq.idaho.gov)  
Regional Administrator  
Boise Regional Office  
Idaho Department of Environmental Quality

C: TRIM: 2017AEK14  
File # 2243

Exhibit  
C-9

Please call 922-3008 to advertise

# LEGAL NOTICES

## LEGAL NOTICE

### NOTICE OF TRUSTEE'S SALE

Notice of Trustee's Sale Idaho Code 45-1506 Today's date: March 10, 2017 File No.: 7431.20807 Sale date and time (local time): July 10, 2017 at 11:00 AM Sale location: Front steps of the Ada County Courthouse, 200 W Front St., Boise, ID 83702 Property address: 10602 West Seneca Drive Boise, ID 83709 Successor Trustee: Northwest Trustee Services, Inc., an Idaho Corporation P.O. Box 997 Bellevue, WA 98009 (425) 586-1900 Deed of Trust Information Original grantor: Bryan Levrier and Josie Levrier, husband and wife Original trustee: Title One Original beneficiary: Mortgage Electronic Registration Systems, Inc. as designated nominee for Castle &

Cooke Mortgage, LLC, its successors and assigns Recording date: 10/19/2012 Recorder's instrument number: 112109054 County: Ada Sum owing on the obligation: as of March 10, 2017: \$126,851.47 Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information write or call the Successor Trustee at the address or telephone number provided above. Basis of default: failure to make payments when due. Please take notice that the Successor Trustee will sell at public auction to the highest bidder for certified funds or equivalent the property described above. The property address is identified to comply with IC 60-113 but is not warranted to be correct. The property's legal description is: Lot 1 in Block 8 of Five Mile Estates West No. 6 SUBDIVISION, according to the official plat thereof, filed in Book 35 of Plats at Page(s) 3014, official records of Ada County, Idaho, EXCEPTING THEREFROM a portion of said land deeded to the Ada County Highway District, a body politic and corporate of the State of Idaho, by Warranty Deed recorded August 31, 1994 as Instrument No. 94079793, re-recorded September 8, 1994, as Instrument No. 94081663, Official Records. The sale is subject

to conditions, rules and procedures as described at the sale and which can be reviewed at [www.northwest-trustee.com](http://www.northwest-trustee.com) or [USA-Foreclosure.com](http://USA-Foreclosure.com). The sale is made without representation, warranty or covenant of any kind. Levrier, Bryan and Josie (TS# 7431.20807) 1002.290811-File No.

March 22, 29, 2017  
April 5, 12, 2017

1595015

### LEGAL NOTICE

CITY OF KUNA  
P.O. Box 13  
Kuna, ID 83634  
Phone: 922-5274  
Fax: 922-5989

### Case #'s 17-01-CPMA (Comprehensive Plan Map Amendment)

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold a public hearing, **Tuesday, April 18, 2017, at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th Street, Kuna, ID; in connection with a request from Teco One, LLC (Tuck Ewing) requesting approval for a Comprehensive Plan Map Amendment for an approximately 6-acre parcel from Medium Density Residential to Commercial (C-1) future land use designation. The parcel is NOT currently annexed into city limits and will remain zoned RUT in Ada County. No annexation or development applications accompany this request. The parcel is located on the north-

west corner of Deer Flat & Ten Mile Roads, Kuna, Idaho (APN #: S1315449280).

All persons wishing to testify must state his/her name and residential address. No person shall speak until recognized by the Mayor or Chairman. A three (3) minute time limit may be placed on all testimony.

The public is invited to present written and/or oral comments. Any written testimony must be received by April 9, 2017, or it may not be considered. Please mail to P.O. Box 13 Kuna, ID 83634, or drop off at City Hall 751 W. 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision-making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations, would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

March 22, 2017  
1594997

### LEGAL NOTICE

CITY OF KUNA  
P.O. Box 13  
Kuna, ID 83634  
Phone: 922-5274  
Fax: 922-5989

### File #'s 17-02-SUP (Special Use Permit);

### Heather Branch In-Home Beauty Salon

NOTICE IS HEREBY GIVEN, that the Kuna Planning & Zoning Commission will hold a public hearing, **Tuesday, April 11, 2017 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St, Kuna, ID; in connection with a Special Use Permit request from Heather Branch to operate a Beauty Salon in the garage of a residential home. The site is located at **488 S. Whim Avenue, Kuna, ID 83634.**

(APN#: R7100120440).

All persons wishing to testify must state his/her name and residential address. No person shall speak until recognized by the Mayor or Chairman. A three (3) minute time limit may be placed on all testimony.

The public is invited to present written and/or oral comments. Any written testimony must be received by close of business on April 6th, 2017, or it may not be considered. Please mail to P.O. Box 13 Kuna, ID 83634, or drop off at City Hall: 751 W. 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommo-

dations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

Kuna Planning & Zoning  
Department

March 22, 2017  
1594986

### LEGAL NOTICE

### NOTICE

Pursuant to Section 50-1814, Idaho Code, notice is hereby given that assessments for the Kuna Municipal Irrigation District are due and payable on or before the 1st day of April, 2017.

Said payments may be made between the hours of 8:00 a.m., and 5:00 p.m., excepting Saturdays, Sundays and legal holidays at the office of the City Clerk, 451 W. 4th Street, Kuna, Idaho. The corrected assessment roll has been posted in the office of the City Treasurer where it may be examined by any interested persons. No irrigation water shall be supplied to any lots, pieces or parcels of land within the boundaries of the Kuna Municipal Irrigation District system until such assessments are paid in full or the account is current on the assessment installments. Questions concerning this notice may be directed to City staff at 922-5546.

John Marsh  
Kuna City Treasurer

March 22, 29, 2017  
1595390

TO ADVERTISE

HERE CALL

208-465-8129

Monday-Friday

8AM-NOON



CITY OF KUNA  
**PLANNING & ZONING DEPARTMENT**  
 PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634  
 Phone (208) 922-5274 • Fax: (208) 922-5989  
 www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN: The City of Kuna **City Council** is scheduled to hold a public hearing on **April 18, 2017 beginning at 6:00 pm** on the following case:

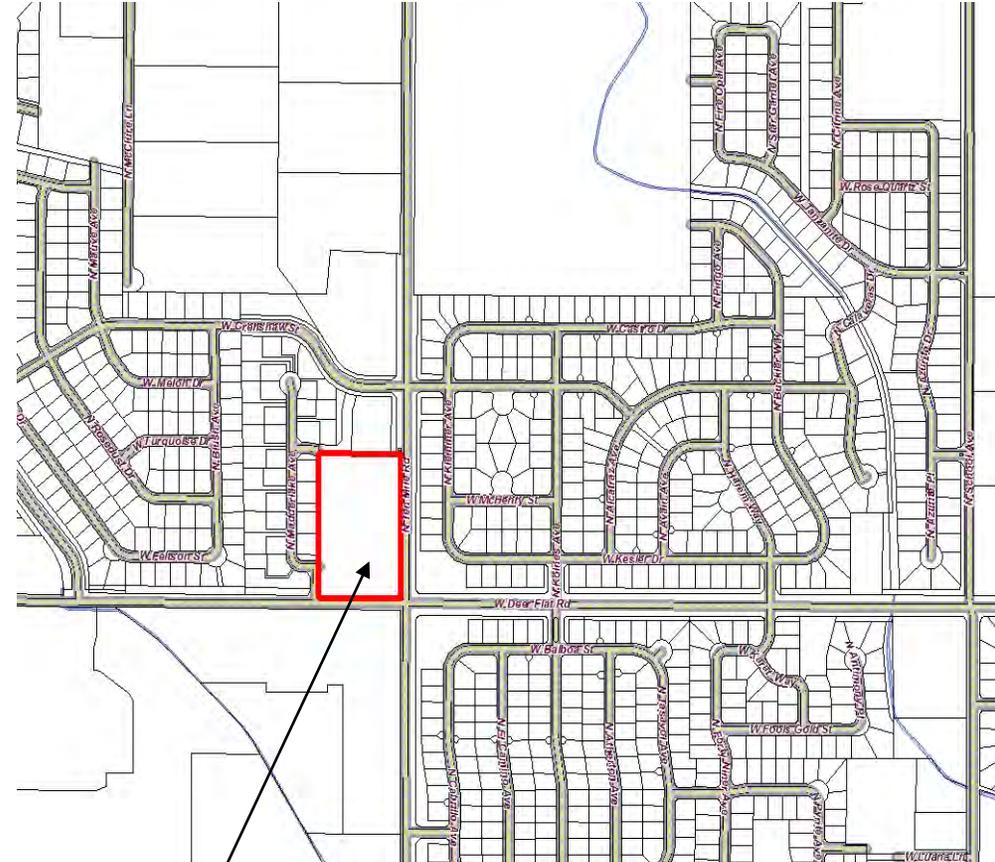
A request from Tuck Ewing dba *Teco One, LLC* to amend Kuna's Comprehensive Plan Future Land Use Map for the approximately 5.9-acre subject parcel from the current Medium Density Residential to a Commercial (C-1) future land use designation. The parcel is NOT currently annexed into city limits and will remain zoned RUT in Ada County. **No annexation or development is proposed at this time.**

The site is located near the NWC (northwest corner) of Ten Mile & Deer Flat Roads in the Quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho (refer to adjacent map). **Assessor's Parcel Number #S1315449280**

The hearing will be held in the Council Chambers at the City Hall located at 751 W. 4th Street, Kuna, Idaho.

All documents concerning public hearing items may be reviewed at Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, 83634. Office hours are 8:00 am to 5:00 pm, Monday through Friday, except holidays. If you have questions or would like additional information, please contact the Planning and Zoning Department at (208) 922-5274.

You are invited to provide oral or written comments to the Commission at the hearing. Please note that all comments made to the Commission during the public hearing will be restricted to three (3) minutes per person. Prior to the hearing, written comments may be submitted to the appropriate governing body at least seven (7) days prior to the hearing. These comments will be forwarded to the Commission.



Project location is outlined in **RED**

In all correspondence concerning this case, please refer to the case name: and **17-01-CPMA (Comprehensive Plan Map Change)**

**Mailed 03/21/17**

## Suggestions For Testifying at the Public Hearing:

### **Be informed . . .**

Review the proposal, the staff report, applicable provisions of the ordinance and comprehensive plan.

### **Be on time . . .**

**Although the item you are interested in may not be first on the agenda, you never know when it will be heard. The governing body has authority to adjust the schedule according to its discretion. Thus, anticipate attending from the beginning.**

### **Speak to the point . . .**

The governing body appreciates pertinent, well organized, and concise comments. Redundant testimony is prohibited and **each individual is given three (3) minutes to comment.** Long stories, abstract complaints, or generalities may not be the best use of time. Neighborhood groups are encouraged to organize testimony and have one (1) person speak on behalf of the group -- "opposition representative," like the applicant's representative, receives 10 minutes to make comments. Applicant has five (5) minutes to rebut or discuss issues raised by any opposition.

### **If you don't wish to speak, write . . .**

At most hearings, previously submitted written testimony may be reviewed by the governing body before the meeting. It is unreasonable to submit extensive written comments or information at the hearing and expect them to be reviewed prior to a decision. All documents or written comments should be submitted to the City of Kuna at least one (1) week **prior** to the hearing.

City of Kuna  
Planning and Zoning  
PO Box 13  
Kuna, ID 83634

**LEGAL NOTICE**



# City of Kuna PROOF OF PROPERTY POSTING

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

This notice shall confirm that the Public Hearing Notice for TEN MILE & DEER FLAT RD. (**NAME OF SUBDIVISION OR ADDRESS**) was posted as required per Kuna City Ordinance 5-1-5B. Sign posted MARCH 18, 2017 (SATURDAY) (**DAY OF THE WEEK, MONTH, DATE AND YEAR**). This form is required to be returned three (3) calendar days subsequent to posting and signs are to be removed from the site three (3) calendar days after the hearing.

DATED this 20<sup>TH</sup> day of MARCH, 2017.

Signature,

[Handwritten Signature]  
Owner/Developer

STATE OF IDAHO )  
County of Ada ) : ss

On this 20<sup>th</sup> day of MARCH, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer).

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

[Handwritten Signature]  
Notary Public  
Residing at [Handwritten Address]  
Commission Expires 4-24-19







### CITY OF KUNA

751 W. 4<sup>th</sup> Street • Kuna, Idaho • 83634  
Phone (208) 922-5274  
Fax: (208) 922-5989  
www.kunacity.id.gov

## SIGN-UP SHEET

### 03-14-2017 – KUNA PLANNING & ZONING COMMISSION

Case Name: **17-01-CPMA ; EWING COMPANY/TUCK EWING**

Case Type: **COMP PLAN MAP AMENDMENT**

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

IN FAVOR	NEUTRAL	IN OPPOSITION
----------	---------	---------------

Testify       Not Testify

*Tuck Ewing*  
\_\_\_\_\_  
Print Name  
*1500 N. ELDERADO*  
\_\_\_\_\_  
Print Address  
*BOISE ID 83704*  
\_\_\_\_\_  
City                      State, Zip

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# City of Kuna

## Findings of Fact and Conclusions of Law

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

To: **Planning and Zoning Commission**

File Numbers: **17-01-CPMA (Comp Plan Map Amendment)**

Location: **NWC of Ten Mile & Deer Flat Roads, Kuna, Idaho**

Planner: **Trevor Kesner, Planner II**

Hearing date: **March 14, 2017**

Findings: **March 28, 2017**

Applicant: **Tuck Ewing,  
Teco One, LLC  
1500 N. El Dorado  
Boise, ID, 83704  
208.863.1696  
[Tuck.ewing@ewingcompany.com](mailto:Tuck.ewing@ewingcompany.com)**



Table of Contents:

- A. Process and Noticing
- B. Applicant Request
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- F. Staff Analysis
- G. Applicable Standards
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- I. Findings of Fact for Commission Consideration
- J. Factual Summary
- K. Comprehensive Plan Analysis
- L. Kuna City Code Analysis
- M. Conclusions of Law
- N. Recommended Conditions of Approval to Council.

**A. Process and Noticing:**

1. Kuna City Code 1-14-3 (KCC), states that Comprehensive Plan Map Modifications are designated as a public hearing, with the Commission as the recommending body and the City Council as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Land Use Planning Act.

**a. Notifications**

- i. Neighborhood Meeting February 8, 2017 (no attendees)
- ii. Agency Comment Request February 17, 2017
- iii. 300' Property Owners February 22, 2017
- iv. Kuna, Melba Newspaper February 22, 2017
- v. Site Posted March 3, 2017

**B. Applicants Request:**

**1. Request:**

The applicant, Teco One, LLC requests to amend the Kuna Comprehensive Plan Map (Comp Plan Map) designation for the subject property (5.9 +/- acres) from Medium Density Residential to Commercial (C-1). The subject site is currently zoned RUT (Rural Urban Transition) in Ada County. No annexation or development applications accompany this request. The site is located at the northwest corner (NWC) of Deer Flat Road and Ten Mile Road.

**C. Aerial Map:**



*©Copyrighted*

**D. Site History:**

This site is a County parcel historically used for agricultural purposes and has been vacant for many years. The site is surrounded by City platted subdivisions.

**E. General Projects Facts:**

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a guide for the decision making body for the City. This map indicates a land use designation but is not the actual zoning. The Comp Plan Map currently identifies this site as Medium Density Residential.

**2. Surrounding Land Uses:**

<b>North</b>	C-1	Neighborhood Business District – Kuna City
<b>South</b>	C-1	Neighborhood Business District – Kuna City
<b>East</b>	R-6	Medium-Low Density Residential – Kuna City
<b>West</b>	C-1	Neighborhood Business District – Kuna City

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

- Parcel Size: 5.9 acres (approximately)
- Zoning: Rural-Urban Transition – Ada County (RUT).
- Parcel #: S1315449280

4. **Services:**

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

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

There are no structures on site, and the parcel has uncultivated vegetation that is generally associated with an open field. The site's topography is generally flat with 0-2% slope.

6. **Transportation / Connectivity:**

The site is located on northwest corner (NWC) of Deer Flat Road and Ten Mile Road. No Ingress / Egress is proposed to the site from Deer Flat or Ten Mile Roads. There are private street connections to the subject site within the Crimson Point multi-family development.

7. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts associated with this land use application.

8. **Agency Responses:**

The following agencies returned comments and are included as exhibits with this case file:

City Engineer (Gordon Law, P.E.) – Exhibit C-2  
 COMPASS Development Checklist (Carl Miller) – Exhibit C-3  
 Boise Project Board of Control (Bob Carter) - Exhibit C-4  
 Idaho Transportation Department (Ken Couch) – Exhibit C-5  
 Nampa & Meridian Irrigation District (Greg Curtis) – Exhibit C-6  
 Central District Health Department – Exhibit C-7  
 Ada County Highway District – Exhibit C-8  
 Idaho Department of Environmental Quality (Aaron Scheff) – Exhibit C-9

F. **Staff Analysis:**

This Comp Plan Map Amendment application involves a County parcel that is surrounded by Kuna City limits and platted City subdivisions. The parcel is adjacent to a minor arterial (Deer Flat Road) and a major arterial (Ten Mile Road). All public utilities are accessible to the subject site.

The applicant seeks a Comp Plan Map Amendment for this parcel in anticipation of potential future commercial development. No annexation or development is currently proposed on the site.

Staff is aware this request differs from the Comp Plan Map designation. If approved, this map amendment would avoid the need for a rezone application upon annexation.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and forwards a recommendation of approval for Case No. 17-01-CPM, subject to the recommended conditions of approval listed in Section 'N' of this report.

**G. Applicable Standards:**

1. City of Kuna Zoning Ordinance No. 230
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

**H. Proposed Procedural Background:**

On March 14, 2017, the Commission considered the application, agency comments, staff's report, application exhibits and public testimony presented or given.

**I. Findings of Fact:**

1. **17-01-CPM:** Based on the record contained in Case No. 17-01-CPMA, including the exhibits, staff's report and the public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves/conditionally approves/denies* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 7-01-CPMA; a Comp Plan Map Amendment for *Teco One, LLC*.
2. The Kuna Commission accepts the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

**Comment:** *The Kuna Commission held a public hearing on the subject application on March 14, 2017, to hear from City staff and the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case No. 17-01-CPMA, this proposal appears to *generally* comply with the Comprehensive Plan and Comp Plan Map.

**Comment:** *The Comp Plan Map designates this property as future Medium Density residential. As the surrounding lands to the north, south and east are currently zoned as commercial uses (C-1), staff views the request to amend the Comp Plan to a commercial future use generally follows the goals of the Comp Plan and the Comp Plan Map.*

4. The Kuna Commission has the authority to recommend approval or denial for this application.

**Comment:** *On March 14, 2017, Kuna's Planning and Zoning Commission will vote to recommend approval, conditional approval or denial of Case No. 17-01-CPM.*

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

**Comment:** *As noted in the process and noticing section, notice requirements were met to hold a public hearing on March 14, 2017.*

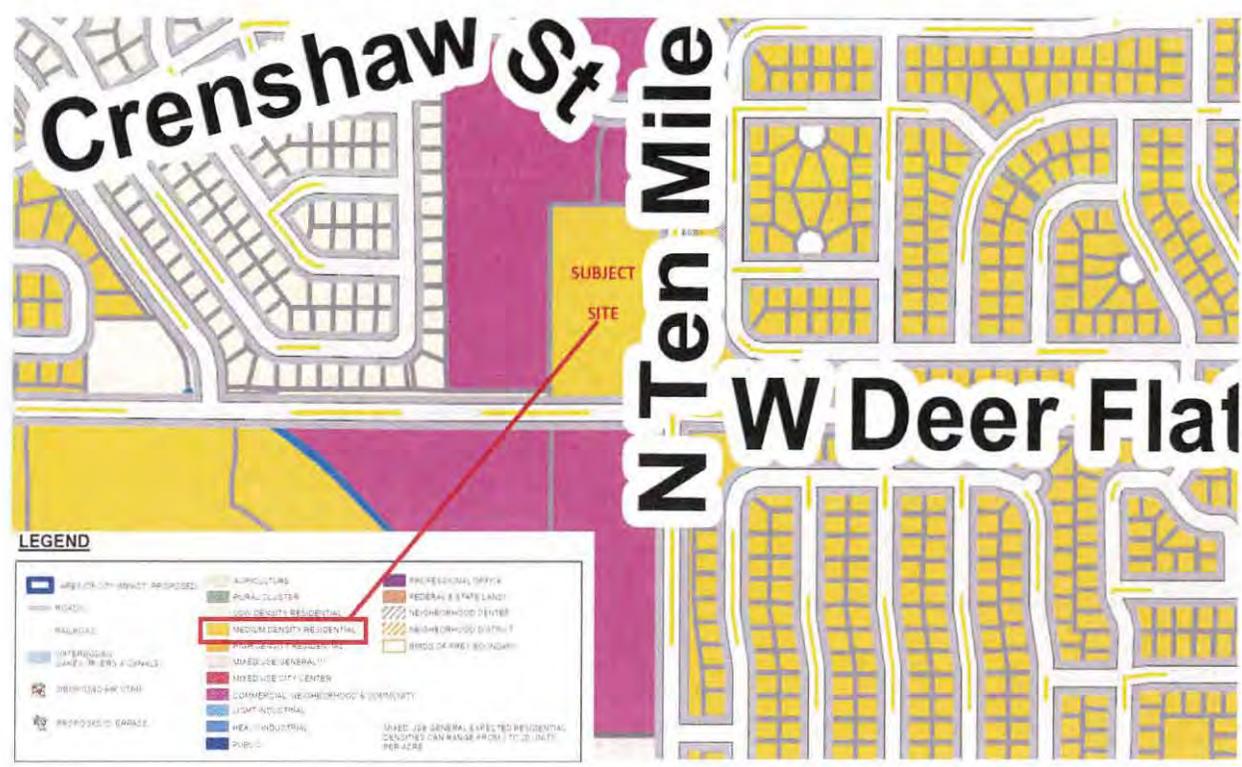
**J. Factual Summary:**

This site is located at the north-west corner (NWC) of Deer Flat Road and Ten Mile Road. Applicant proposes and a Comprehensive Plan Map amendment for the site, from Medium Density Residential to Commercial.

**K. Comprehensive Plan Analysis:**

The Kuna Commission accepts the Comprehensive Plan components as described below:

The Comprehensive Plan Future Land Use Map indicates a Medium Density Residential Use.



As development surrounding the site has occurred, a future commercial use is likely to more compatible with the commercial uses to the south, and the higher density residential uses abutting the site to the west. City staff would also support the proposed Comprehensive Plan Land Use Map Amendment to a Commercial zone for the site, as it is generally consistent with the following Comprehensive Plan components:

Community Vision Statement:

Residents hoped for the creation of *business and light commercial use centers within neighborhoods*. These centers would include restaurants, gas stations, churches, multi-family use facilities, and other mixed-use developments (Page 21).

**Comment:** *The proposal follows the community vision and commercial use goals as stated and adopted.*

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

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

**Comment:** *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing

neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

Neighborhood Core Concept:

The character of residential housing surrounding and within the core of a Neighborhood Center is that of a close-knit, mixed-density community. The Neighborhood District provides close access to community services located within the core (Page 81).

Neighborhood District:

The Neighborhood District can be characterized as residential housing within the core of a close-knit, mixed-density community. The Neighborhood District provides close access to the community services located within the core. The highest density housing should be located near the core service areas (schools, churches, parks, neighborhood commercial). Housing types may include *multi-family* dwellings, duplexes, town houses, row homes, and single-family residences (Page 93).

**Comment:** *The proposal generally complies with the land use plan as adopted by Kuna, by locating commercial uses near non-typical housing densities and types in or near a neighborhood core while promoting in-fill methodologies.*

Neighborhoods:

Kuna’s Comp Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge. The Neighborhood Center will be the core of the neighborhoods churches, schools, and public facilities. The neighborhood centers will feature denser developments and multi-family residential development.

**Comment:** *This application promotes sound community and urban design principles.*

**L. Kuna City Code Analysis:**

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

**Comment:** *The proposed future zoning designation meets the land use and area standards in Chapter 13, Title 5 of the Kuna City Code (KCC).*

- 2. The site is physically suitable for a future commercial development.

**Comment:** *The 5.9-acre (approximate) parcel requests a future land use designation for a Commercial zone. The site appears to be compatible with the requested amendment.*

- 3. The Comprehensive Plan Map Amendment is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

**Comment:** *The subject site is not used as wildlife habitat and will therefore not cause environmental damage or loss of habitat.*

- 4. The Comp Plan Map Amendment application is not likely to cause adverse public health problems.

**Comment:** *The Comp Plan Map amendment for the property requires a future zoning designation per Kuna Code 5-13-9. The commercial land use designation requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

**Comment:** *The Comprehensive Plan Map amendment considers the location of the property and adjacent uses. The subject property is surrounded by existing City and Ada County subdivisions and will be connected to the Kuna City central sewer and potable and pressure irrigation water systems. The current adjacent uses are both small commercial and residential uses and is located adjacent to minor and major arterial roadways.*

- 6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for Commercial purposes.

**Comment:** *Correspondence from Kuna City Engineer confirms that the streets and utility services are suitable and adequate for a future commercial zone and use.*

**M. Conclusions of Law:**

- 1. Based on the evidence contained in Case No. 17-01-CPMA, the Commission finds Case No. 17-01-CPMA generally comply with Kuna City Code.
- 2. Based on the evidence contained in Case No. 17-01-CPMA, the Commission finds Case No. 17-01-CPMA is generally consistent with Kuna’s Comprehensive Plan.
- 3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**N. Conditions of Approval:**

**17-01-CPM;** *Note: This motion is to recommend approval of this request to City Council. If the Commission wishes to recommend approval or denial of specific parts of the request as detailed in this report, those changes must be specified.*

On March 14, 2017, the Planning and Zoning Commission voted to recommend *approval* for Case No 17-01-CPM, based on the facts outlined in staff’s report and the public testimony during the public hearing.

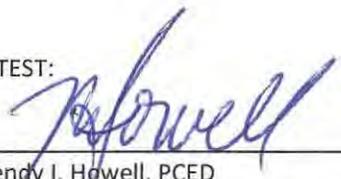
The Commission hereby recommends approval for Case No 17-01-CPM, a Comp Plan Map Amendment request from Tuck Ewing representing *Teco One, LLC*, with the following conditions of approval to Council:

- 1. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
  - 2.1– At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
- 2. Installation of future service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All future utilities shall be installed underground, see **KCC 6-4-2-W**.
- 3. 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 requesting to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
- 4. All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
- 5. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
- 6. All signage within/for the project shall comply with Kuna City Code.

- 7. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
- 8. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
- 9. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 28<sup>th</sup> day of MARCH 2017

  
 \_\_\_\_\_  
 Lee Young, Chairman  
 Kuna Planning and Zoning Commission

ATTEST:  
  
 \_\_\_\_\_  
 Wendy I. Howell, PCED  
 Kuna Planning and Zoning Director

# CITY OF KUNA

## State of Idaho *Proclamation*

### Year of the Lions

**WHEREAS**, Lions Club International was founded in 1917 and is celebrating their 100<sup>th</sup> anniversary; and,

**WHEREAS**, the Lions Club is the world's largest service organization with over 1.4 million members in 215 countries; and,

**WHEREAS**, Lions Club empower volunteers to serve communities, meet humanitarian needs, encourage peace and promote international understanding through participation in club activities; and,

**WHEREAS**, Lions clubs in Idaho have distributed over 62,000 pairs of glasses throughout the world and provide vision screening for over 30,000 students; and,

**WHEREAS**, Helen Keller called the Lions Club, in 1925, "Knights of the Blind in crusade against darkness," and,

**WHEREAS**, the Kuna Lions Club was chartered on 6 March, 1967; and,

**WHEREAS**, the City of Kuna holds the greatest admiration and the utmost support for all Lions club members especially in the local clubs.

**NOW, THEREFORE, BE IT RESOLVED** that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, hereby proclaim 2017 to be the Year of the Lions in the City of Kuna/Ada County, State of Idaho.



IN WITNESS WHEREOF,  
I set my hand on this the 18<sup>th</sup> day of April  
in the year of two thousand and seventeen.

---

**Joe L. Stear**  
Mayor of Kuna, Idaho



## Before the City Council of Kuna, Idaho

### In Re:

### Application for Annexation into Kuna City Corporate Limits

Case No. 16-12-AN, Renascence and Mason Creek Farms, Spaulding, Anderson, Colson & Roberts, Annexations.

## Findings of Fact and Conclusions of Law

**Factual Summary:** These parcels are in unincorporated Ada County, with varying historical uses, ranging from residential to agricultural, and are located near the northeast and northwest corners of Ten Mile and Lake Hazel Roads. The application consists of 165 (approximate) acres that are contiguous to City limits and all parcels are currently zoned RUT (Rural Urban Transition – County). Applicant requests to annex the same parcels into Kuna City with the R-4 (Medium Density Residential) zone for all parcels west of Ten Mile Road, and R-6 (Medium Density Residential) for those lands east of Ten Mile Road. All parcels in this application are adjacent to either Ten Mile Road, Lake Hazel Road or Amity Road; all roads are classified as principle arterials. This site is located ¼ mile north of Lake Hazel Road on Ten Mile Road. Development is not proposed at this time.

If any of these Findings of Fact are deemed Conclusions of Law, they are incorporated into the Conclusions of Law section.

**A.** The Council finds that the record is comprised of:

1. Exhibits to the Staff Memo.
2. Findings of Fact, Conclusions of Law.
3. All other information contained in Kuna City Planning and Zoning File for Project 16-12-AN,

**B.** As to the procedural items, the Council finds the following:

**Location:** Near the northwest and northeast Corner of Ten Mile and Lake Hazel Roads, Meridian, Idaho 83642

**Planner:** Troy Behunin,  
Planner III

**Council Hearing:** The Council conducted its Public Hearing on April 4, 2017, where it considered Case No. 16-12-AN, including the applications, agency comments, staff's memo, application exhibits and public testimony presented. On April 4, 2017, Kuna's Council voted for approval of Case No. 16-12-AN.

**Council Findings of Fact:** April 28, 2017

**Engineer:** **KM Engineering**  
Kirsti Grabo  
9233 W. State St,  
Boise, ID 83714  
208.639.6930  
[KGrabo@kmengllp.com](mailto:KGrabo@kmengllp.com)



**D. Aerial Map:**



*@Copyrighted*

**E. Applicant’s Request:**

On behalf of Renaissance Farm, LLC, Mason Creek Farm, LLC, Melvin and Jeanne Spaulding, Brent and Leslie Anderson, Alan and Kathryn Colson and Doug and Susan Roberts (applicants) by and through their representative Kirsti Grabo, of KM Engineering, requests approval to annex approximately 165 acres into Kuna City with an R-6 (Medium Density Residential) zone (**Note: \***). Approximately 139 acres of the application are located between Ten Mile and Black Cat Roads, south of Amity Road. Approximately 26 acres are located east of Ten Mile and north of Lake Hazel near the NEC of Ten Mile and Lake Hazel Roads.

*\* During the public hearings with Commission and Council, the developer offered to reduce the zoning to R-4 (Medium Density), four dwellings per acre and place minimum lot sizes of .75 acre against the south line of the Bittercreek Meadows Subdivision.*

**F. P & Z Commissions Recommended Conditions of Approval:**

On February 14, 2017, the Planning and Zoning Commission voted 3-0, recommending conditional *approval* for Case No. 16-12-AN, based upon the facts outlined in staff’s memo, the Comp Plan, Kuna City Code, the record before the Commission, the applicant’s presentation, public testimony and discussion at the at the February 14, 2017, public hearing, and the Kuna Commission voted to recommend approval for Case No. 16-12-AN with the following conditions of approval *at time of development in the future*:

- Applicant shall follow all conditions noted in the staff report, and applicable agency comments.
- Applicant shall receive the R-4 zone, as proposed by the applicant, for the properties west of Ten Mile, also known as the Renaissance Farms properties (as outlined in the staff report).
- The applicant shall work with staff during the preliminary plat and consider amenities, including paths as discussed, especially along the proposed greenbelt area along Mason Creek.
- Applicant shall provide transition lots nearest the Bitter Creek subdivision – Between 1.0 and .75 acre in size.

## **G. The Planning Analysis:**

**1. The Planning Process:** These properties are situated north of Lake Hazel and bisected by Ten Mile Road with a large portion of the property west of Ten Mile.

The city of Kuna has long since recognized the importance of the Ten Mile corridor and the critical role of the new Ten Mile Interchange at I-84 (interchange), one of the newest interchanges in the Treasure Valley funded by the Idaho Department of Transportation and the Ada County Highway District (ACHD) in anticipation of the commercial and residential growth along the Ten Mile corridor and neighboring areas. Furthermore, ACHD has completed a study for the south Ten Mile corridor that anticipates and addresses growth for this area by designating Ten Mile as a major arterial roadway. Additionally, the city of Kuna anticipated the roll of the interchange and growth of this area ahead of all agencies by placing one of Idaho's newest and most advanced waste water treatment plants just 1/4 mile south of Lake Hazel Road on Ten Mile in 2009.

Landowners in this area also noticed the opportunity of the interchange, and the treatment plant, and responded by developing their lands as an R-6 (Medium Density Residential) subdivision directly west of the treatment plant (Memory Ranch Sub. – 262 Homes in the 1<sup>st</sup> half). That developer sized and built a lift-station for purposes of serving the entire region and placed it 470 feet south of Lake Hazel. The future development of this site (application) will bring all of Kuna's services to the whole area and gravity flow to this up-sized lift-station, thus providing an opportunity for other land owners to connect to Kuna's services as well. The Memory Ranch lift-station is roughly 1,600 feet from the lands in this application and the developer is willing to extend these service lines to his properties. In addition to Memory Ranch, a nearby application has been submitted for another R-6 subdivision near the northeast corner of Ten Mile and Lake Hazel Roads. The Caspian Subdivision application is 131 +/- acres and could bring 490+ new homes to the area and is less than 1,000 feet from the lift-station.

### City of Kuna Planning Efforts:

Kuna has been extensively planning for and studying this area since 2006. Included with that planning effort is provision of city services, a complete Comp Plan Text re-write, Comp Plan Map including lands between Lake Hazel and Amity, and the construction of the treatment plant. There are many sections within Kuna's Comp Plan Text that discuss and plan for the lands between Lake Hazel and Amity Roads, and considerations for traffic, services and housing for that region. The lands in this application have been included (and designated as residential) on its planning map and Area of City Impact (ACI) map since 2008. Notwithstanding nor diminishing Kuna's extensive planning, between 2012 and 2016, Kuna City and Meridian City had numerous discussions about the ACI line between the cities. At the same time, Kuna was negotiating its own new ACI with Ada County. As a compromise, Kuna elected to withdraw from the debate over the mile between Lake Hazel and Amity, and eventually pulled the ACI line down to Lake Hazel. Kuna continued planning for the Bittercreek area, and access to its sewer facilities facilitated the settlement between Bittercreek Meadows Subdivision and the City of Meridian by providing sewer at its new \$30 Million treatment plant, only 1,600 feet away. Further demonstrating Kuna's planning efforts is Exhibit C-1, where the developer for these lands outlines extensive talks with Meridian City about annexing this over-lapped planning area into Kuna limits. Kuna's city limits already extend above Lake Hazel Road. The Kuna planning map approved by City Council in December of 2015 (*See Exhibit C 10*), identifies the lands in this application as Medium Density, and the proposed annexation requests R-6, which is middle of the road Medium Density. However, at the Commission and Council hearings, the developer did offer to reduce the density to R-4, which is the border between Low and Medium densities. Furthermore, due to site constraints, the applicant is confident that densities will only reach about 3.75 units per acre.

### City of Meridian Planning Efforts:

Meridian City also has been studying and planning for this area. Notably, Meridian has no immediate plans for municipal sewer, water or pressure Irrigation services. Meridian City limits (depending on the direction), are still more than a mile from this area and services are even further. On October 11, 2016, Meridian City's Council approved an updated FLUM (*See Exhibit C 11*), which allows for up to 3 units per acre. According to

the definition of Low density from Meridian, a developer may be awarded density bonuses with “the provision of public amenities such as open spaces, pathways or land dedicated for public services”. This means that R-3 potentially could turn into a more dense development than 3-units per acre. Demonstration that Meridian also foresees the importance of the Ten Mile Corridor and the interchange, is Meridian’s has designated Mixed Use Neighborhoods (MUN) on both sides of Ten Mile for at least two miles; including three City parks planned within one mile, a fire station within a 1/4 mile and a transit Station for commuters at the Interchange. This MUN designation predicts a more intense use then what currently exists for this area. Additionally, these Meridian planned facilities anticipate significant growth. Furthermore, the two-miles of Mixed Use Neighborhood along the Ten Mile Corridor actually touches the northeast corner of this project; noting that annexation by state law only requires a common point be shared. This project shares a common point with the MUN.

**2. Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future trail through the NEC of the site, situated along the Mason Creek feeder among other water bodies in the area. Accordingly, it is the City’s goal and desire to increase the number of trails and pathways in Kuna. It is necessary for each parcel to develop trails and pathways along frontages of their canals and ditches to comply with the Master Plan’s goals by either starting a pathway, or extending one in that area at time of development.



**3. Surrounding Land Uses:**

<b>North</b>	RUT	Rural Urban Transition – Ada County
<b>South</b>	A	Agriculture – Kuna City
<b>East</b>	RR	Rural Residential – Ada County
<b>West</b>	C-1	Neighborhood Commercial – Kuna City

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

<b>Property Owner</b>	<b>Parcel Size (Approximately)</b>	<b>Current Zone: (RUT) Rural Urban Transition</b>	<b>Parcel Number</b>
<i>Mason Creek Farms, LLC</i>	24.61 acres	RUT – Ada County	S1235347051
<i>Renascence Farms, LLC</i>	14.96 acres	RUT – Ada County	S1234212935
<i>Renascence Farms, LLC</i>	0.44 acres	RUT – Ada County	S1234212405
<i>Renascence Farms, LLC</i>	0.44 acres	RUT – Ada County	S1234121105
<i>Renascence Farms, LLC</i>	0.20 acres	RUT – Ada County	R0967660151

<i>Renascence Farms, LLC</i>	30.38 acres	RUT – Ada County	R0967660155
<i>Renascence Farms, LLC</i>	57.12 acres	RUT – Ada County	R0967660156
<i>Renascence Farms, LLC</i>	10 acres	RUT – Ada County	S1234142350
<i>Anderson, Brent &amp; Leslie</i>	2 acres	RUT – Ada County	S1234244200
<i>Spaulding, Melvin &amp; Jeanne</i>	2 acres	RUT – Ada County	S1234131300
<i>Colson, Alan &amp; Kathryn</i>	20.07 acres	RUT – Ada County	S1234417520
<i>Roberts, Doug &amp; Susan</i>	1 acre	RUT – Ada County	S1235336450

\* Using current Ada County Records.

**5. Services:**

- Sanitary Sewer– City of Kuna (*at time of development*)
- Potable Water – City of Kuna (*at time of development*)
- Irrigation District – Boise-Kuna Irrigation District, and the Nampa & Meridian Irrigation District
- Pressurized Irrigation – City of Kuna (KMID) (*at time of development*)
- Fire Protection – Meridian Rural Fire District
- Police Protection – Kuna Police (Ada County Sheriff’s office)
- Sanitation Services – J&M Sanitation (*all annexed & City served applications will be served by J & M*)

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

Approximately 154 acres of the land is being used for agricultural purposes. The remaining lands are being used as residential. Applicant anticipates that the land will continue the historic agricultural uses on the lands until development occurs. The current residences will remain as residential uses.

**7. Transportation / Connectivity:**

The applicant has not proposed connection to public streets at this time, as the application is solely for annexation into Kuna City limits. At the time of future development, access points will need to follow design standards according to City and ACHD (Ada County Highway Dist.) codes in place at that time. Current legal points of access being used at this time by any of these land owners may remain until development requires a change.

**8. Environmental Issues:**

Staff is not aware of any environmental, health or safety conflicts.

**9. Agency Responses:**

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

- City Engineer (Gordon Law, P.E.) *Exhibit B 1*
- Ada County Highway District (Stacey Yarrington) *Exhibits B 2 & 3*
- Boise Project Board of Control (Bob Carter) *Exhibit B 4*
- Central Dist. Health Dept. (Lori Badigian), *Exhibit B 5*
- COMPASS Idaho, (Carl Miller) *Exhibit B 6*
- Nampa & Meridian Irrigation Dist. (Greg Curtis), *Exhibit B*

**H. Application of Law:**

This application is for annexation of the Renascence Farms, Mason Creek Farms, Melvin and Jeanne Spaulding, Brent and Leslie Anderson, Alan and Kathryn Colson and the Doug and Susan Robert’s properties and described above. In the future when development is desired, the developer will be required to submit for full subdivision and design review approvals and follow the public hearing process for those entitlements.

Kuna’s Council and the Comp Plan have planned for this area due to the increasing importance of the Ten Mile corridor and the addition of the Ten Mile Interchange back in 2010.

As discussed in the *Project Analysis* portion of these Findings, the lands included with this application have gone through multiple studies and planning efforts from both Cities. Kuna City has been planning for this area prior to 2006 in anticipation of the growth, as well as Meridian City. Kuna’s expression of the City’s planning efforts and response to those projections are culminated in the completion of the \$30 Million treatment plant that lies less than 1,600 feet south of the project. Meridian City has also planned for at least three units per acre (and possibly greater densities), by planning multiple facilities in the area designed to respond to significant growth in this area. ACHD and ITD have responded to these projections by installing an interchange. ACHD also completed a study for the south Ten Mile corridor; to include traffic mitigation measures intended to handle anticipated growth that Kuna projected and extensively planned for which is now transpiring. More importantly, the development community has also reacted to the importance of the corridor and new interchange as Kuna City foresaw; by developing a major R-6 density subdivision on the southwest corner of Ten Mile and Lake Hazel Roads, and another developer applying for another major R-6 subdivision on the northeast corner of the same intersection.

The properties are contiguous to Kuna City limits as demonstrated by *Exhibit A 2 c*. This project is adjacent to three principle arterials, Ten Mile, Amity and Lake Hazel Roads. All major public utilities are approximately 700 feet south of Lake Hazel Road. Applicant has been made aware that development of the Renaissance and Mason Creek Farm parcels will require connection to city services and will be subject to connection fees for that purpose. It is anticipated when Renaissance Farms and Mason Creek Farms lands move forward with development *in the future*, it will require a number of phases for complete build-out.

Among the Category ‘A’ annexation requirements for annexing lands into the city, a land owner must submit an request for annexation. Furthermore, it requires that parcels must be contiguous to city limits. The following land owners have submitted a “consent to annex” letter, which has been recorded with Ada County records and these consent letters are included as exhibits with this memo – See Exhibits C 5, C 6, C 7 and C 8.

<u><i>Exhibit C 5</i></u> <i>Brent &amp; Leslie Anderson</i> 3985 W. Amity Rd. Meridian, ID 83642 APN - <i>S1234244200</i>	<u><i>Exhibit C 6</i></u> <i>Alan &amp; Kathryn Colson</i> 5975 S. Ten Mile Rd. Meridian, ID 83642 APN - <i>S1234417520</i>
<u><i>Exhibit C 7</i></u> <i>Doug Roberts &amp; Susan Hickman</i> 6020 S. Ten Mile Rd. Meridian, ID 83642 APN - <i>S1235336450</i>	<u><i>Exhibit C 8</i></u> <i>Jeanne &amp; Melvin Spaulding</i> 3975 W. Amity Rd. Meridian, ID 83642 APN - <i>S1234131300</i>

It is important to outline the annexation pathway relied upon for this application. The Roberts’ property touches current city limits. The Coulson property touches the Roberts’ property (across Ten Mile Road – public Rights-Of-Way do not block a touch). The Renaissance Farm, LLC, property touches the Coulson property. The Anderson and Spaulding properties are completely surrounded by the Renaissance Farm properties. The Mason Creek Farm property touches the City limits on its north and east side. The pathway is depicted on the map of page one of this memo.

It is important to note, that during the public hearings, no one from the public testified in opposition to the annexation application of these lands; rather, the public testified in opposition to the density of the proposal and requested a lower density. The applicant responded to their concerns during each public hearing and offered to reduce the density from six units per acre down to four units per acre. The public also requested that the south line of Bittercreek Meadows Sub be buffered with larger lots to ‘match’ the existing lots. The applicant responded with a commitment to place a minimum lot size against Bittercreek Meadows south line that are at least .75 acre. That has been placed in the conditions of approval.

These lands are north of Lake Hazel Road and Kuna's recently approved ACI boundary adjustment. However, it is noted that Tim Eck (Renascence and Mason Creek Farms, LLC's), met with the City of Meridian and notably, Mayor Tammy de Weerd, about this annexation request prior to submitting the application. The City of Meridian has agreed to support the annexation of these properties (See *Exhibit C 1*).

Council has reviewed Kuna's Comprehensive Plan (Comp Plan), and found that the Comp Plan encourages a variety of housing types for all income levels numerous times throughout the document. Pertinent sections of the Comp Plan that address housing types are included below, in Section K (Comp Plan Analysis) of this report. The City attempts to balance all housing types within the City. Staff will work with the applicant as future applications come forward for a preliminary plat to ensure technical compliance with Kuna City Code (KCC), as required. Staff would recommend that the applicant work with Kuna City, ACHD, and Kuna Rural Fire District (KRFD) to conform to each agency's requirements.

Council has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan document; and hereby grants approval for Case No's 16-12-AN, subject to any conditions of approval outlined by Kuna's Commission and the recommended conditions of approval listed below.

**I. Applicable Standards:**

1. City of Kuna Zoning Ordinance Title 5, Chapter 13.
2. City of Kuna Comprehensive Plan, adopted September 1, 2009.
3. Idaho Code, Title 50, Chapter 2 – Municipal Corporations.
4. Idaho Code, Title 67, Chapter 65 - the Local Land Use Planning Act.

**J. Comprehensive Plan Analysis:**

Council determines the proposed annexation and zoning request for the *site is* consistent with the following Comp Plan components:

Housing:

Residents expressed interest in a mix of residential type dwellings applications; including a variety of housing. They were receptive to a greater mix of lot sizes and house price to appeal to a variety of people. A goal expressed by many was the preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Page 21 Comprehensive Plan [CP]).

**Comment:** *The Comp Plan provides for a mix of residential uses. This project has proposed a zone that provides an opportunity for a variety of densities, therefore it generally conforms to the Comp Plan goals and policies.*

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

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

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

Economic Development Goals and Objectives - Section 5 - Summary:

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

**Comment:** *The Comp Plan encourages an adequate mix of housing for all income levels and calls for increasing pedestrian connections. The requested zoning for this project provides an opportunity for a number of additional housing types to Kuna’s inventory and quality housing. At time of development, this project should be conditioned to add to the City’s pedestrian network for non-motorized transportation, by proposing pathway connections for development to connect to in the future.*

Land Use Goals and Objectives - Section 6 - Summary:

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

**Comment:** *The requested zoning provides opportunities for quality housing and multiple housing varieties to the City’s inventory for all types of lifestyles, ages and economic groups.*

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly development while discouraging development of land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 156 – 2.1, policy 5 and Pg. 163 12.4 [CP]).

**Comment:** *With the requested zoning, applicant proposes a future high quality development with a variety of dwelling types, densities, and price points for all income levels as encouraged by the Comp Plan. In the future, this project will significantly add to the City’s overall network of, utilities, sidewalks and roadways, therefore it complies with logical, orderly development and discourages land divisions and development greater than one half acre, and could avoid increased municipal services costs and sprawl.*

Community Design Goals and Objectives - Section 13 - Summary:

Strengthen Kuna’s Image through good community and urban design principles that create well planned neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place (Pg.167 – Goal 1 and Pg. 168 – 1.2 and 2.1[CP]).

**Comment:** *Applicant should be conditioned to offer good community and urban design principles through creation of greenspaces, add to the pedestrian pathway network and add to the City’s sidewalk network. At time of future development, applicant shall improve classified roadways, which add to the roadway system thereby complying with the adopted Master Street Plan of Kuna (Functional Classified Road Map). At time of development, the applicant should be conditioned to incorporate landscape buffers creating a sense of place for citizens. In the future, applicant should be conditioned to follow sound community design concepts and comply with the Comp Plan goals and help strengthen Kuna’s image.*

**K. Conclusions of Law:**

Based upon the record in Case No. **16-12-AN**, including the Comprehensive Plan, Kuna City Code, Staff’s Memorandum, including the exhibits, and the testimony elicited during the public hearing, the Kuna Council hereby **approves** Case No. 16-12-AN, a request for annexation into Kuna City limits by the applicant as follows:

*The Council concludes that the application complies with the City of Kuna’s Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC.*

1. In making a decision regarding the annexation application, the Council is to consider Idaho Code §67-6535 (2), which states the following:

*The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.*

2. The Kuna City Council has the authority to approve or deny these applications. On April 4, 2017, Kuna’s Council voted to approve of Case No.s 16-12-AN.

**Comment:** *The Council held a public hearing on the subject applications on April 4, 2017, to hear from City staff, the applicant and to accept public testimony. The written decision is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case No. 16-12-AN, this application complies with the Comprehensive Plan.

**Comment:** *The Comp Plan has listed numerous goals for providing single-family housing in Kuna. The Comp Plan describes this property as Medium Density. As this project proposes to accommodate single-family residential uses the project generally follows the goals of the Comp Plan.*

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

**Comment:** *As noted in the process and noticing sections, notice requirements were satisfied for the public hearing on April 4, 2017.*

**L. Idaho State Code Analysis:**

1. **IC §67-6511 (2) C** requires that the Council analyze the proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, **or** would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.
2. **IC §67-6513** provides that the City provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision.
3. In the future, the project will bring City services to the site; currently those services are no more than 1,600 feet from the site (See Exhibit A 2 c). This provides that the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents.

**M. Conclusions:**

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

1. The Council feels the site *is* physically suitable for development in the future.

**Comment:** *The 165 acre (approximate) proposal appears to be suitable for annexation, and future development as proposed.*

2. The zoning request is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

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

3. The annexation application will not likely to cause adverse public health problems.

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

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

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

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

**Comment:** *Correspondence from Kuna's Public Works Dept. and ACHD confirms that the streets and utility services are suitable and adequate for a future project at this location.*

6. Based on the evidence contained in Case No. 16-12-AN, Council finds Case No. 16-12-AN complies with Kuna City Code.
7. Based on the evidence contained in Case No. 16-12-AN, Council finds Case No. 16-12-AN complies with Kuna's Zoning Code.

**N. Order:**

On April 4, 2017, the Council voted 2-1 to *approve* Case No. 16-12-AN, based upon the facts outlined in staff's memo, the Comp Plan, Kuna City Code, the record before the Council, the applicant's presentation, public testimony and discussion at the at the April 4, 2017, public hearing. The Council hereby votes to approve Case No. 16-12-AN with the following conditions of approval at time of development in the future:

- Applicant shall follow all conditions noted in the staff report, and applicable agency comments.
- Applicant shall receive the R-4 zone, as accepted by the applicant, for the properties west of Ten Mile Road, also known as the Renaissance Farms properties (as outlined in the staff report).
- Applicant shall receive an R-6 zone for properties east of Ten Mile Road, also known as the Mason Creek Farms properties (as outlined in the staff report).
- The applicant shall work with staff during the preliminary plat and consider amenities, including paths as discussed, especially along the proposed greenbelt area along Mason Creek.
- Applicant shall provide transition lots nearest the Bitter Creek subdivision – Between 1.0 and .75 acre in size.

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

- 11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
- 12. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
- 13. Developer/owner/applicant shall comply with all local, state and federal laws.

**DATED:** This 18th day of April, 2017.

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Joe Stear, Mayor  
Kuna City

ATTEST:

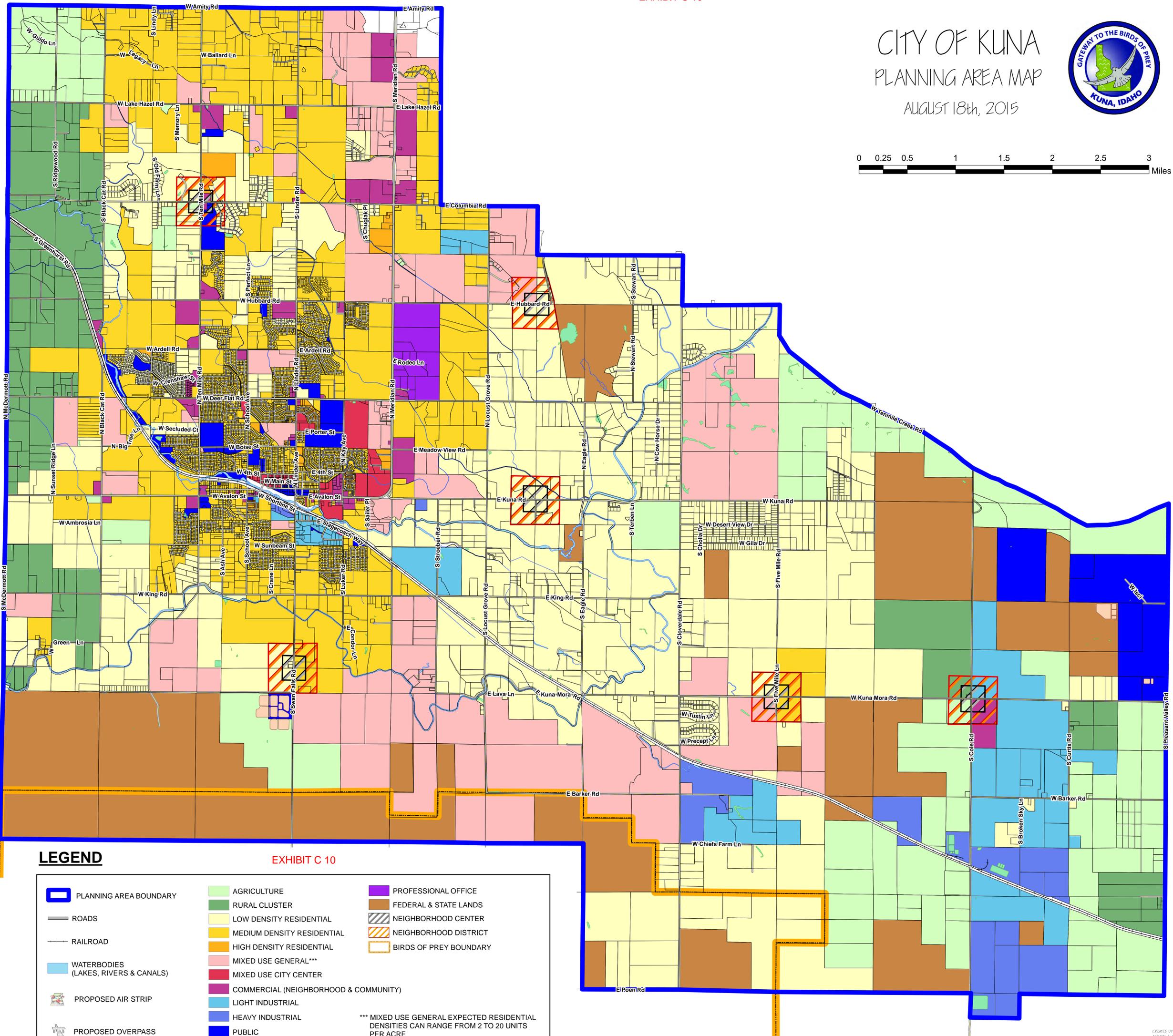
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Chris Engels  
Kuna City Clerk

EXHIBIT C 10

EXHIBIT C 10

# CITY OF KUNA PLANNING AREA MAP AUGUST 18th, 2015



### LEGEND

- PLANNING AREA BOUNDARY
  - ROADS
  - RAILROAD
  - WATERBODIES (LAKES, RIVERS & CANALS)
  - PROPOSED AIR STRIP
  - PROPOSED OVERPASS
  - AGRICULTURE
  - RURAL CLUSTER
  - LOW DENSITY RESIDENTIAL
  - MEDIUM DENSITY RESIDENTIAL
  - HIGH DENSITY RESIDENTIAL
  - MIXED USE GENERAL \*\*\*
  - MIXED USE CITY CENTER
  - COMMERCIAL (NEIGHBORHOOD & COMMUNITY)
  - LIGHT INDUSTRIAL
  - HEAVY INDUSTRIAL
  - PUBLIC
  - PROFESSIONAL OFFICE
  - FEDERAL & STATE LANDS
  - NEIGHBORHOOD CENTER
  - NEIGHBORHOOD DISTRICT
  - BIRDS OF PREY BOUNDARY
- \*\*\* MIXED USE GENERAL EXPECTED RESIDENTIAL DENSITIES CAN RANGE FROM 2 TO 20 UNITS PER ACRE

EXHIBIT C 10

EXHIBIT C 10

EXHIBIT C 10

# EXHIBIT C 11

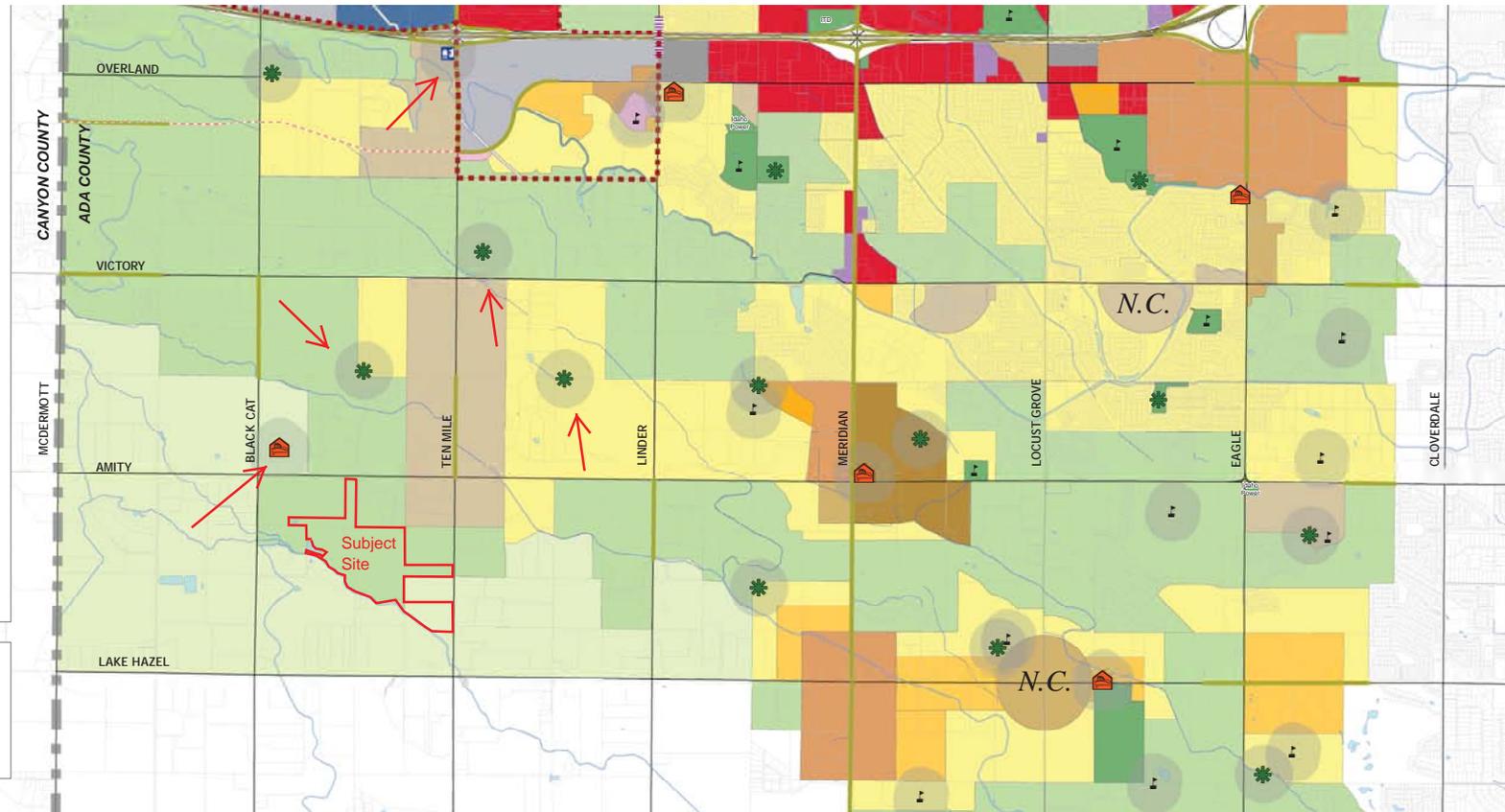
- Transit Station
- Future Facilities
- Ten Mile Interchange Specific
- Future Roadway
- Future Overpass
- Entryway Corridor
- Existing Waterway
- N.C. Neighborhood Center



0 0.25 0.5 1 Miles



**Notes:**  
 Symbols with halos indicate general future facility locations. These symbols are not parcel specific and may float to nearby areas.  
 Land use designations in the Ten Mile Interchange Specific Area are different from the rest of the City. Designations for that area are described in the Ten Mile Interchange Specific Area Plan.



## Future Land Uses

### Citywide

- |  |                              |  |                           |
|--|------------------------------|--|---------------------------|
|  | Rural / Estate Residential   |  | Civic                     |
|  | Low Density Residential      |  | Old Town                  |
|  | Medium Density Residential   |  | Mixed Use Neighborhood    |
|  | Med-High Density Residential |  | Mixed Use Community       |
|  | High Density Residential     |  | Mixed Use Non-Residential |
|  | Commercial                   |  | Mixed Use Regional        |
|  | Office                       |  | Mixed Use - Interchange   |
|  | Industrial                   |  |                           |

### Ten Mile Interchange Specific Area

- |  |                              |  |                         |
|--|------------------------------|--|-------------------------|
|  | Low Density Residential      |  | High Density Employment |
|  | Medium Density Residential   |  | Industrial              |
|  | Med-High Density Residential |  | Mixed Employment        |
|  | High Density Residential     |  | Mixed Use Residential   |
|  | Pipeline Easement            |  | Mixed Use Commercial    |
|  | Civic                        |  | Lifestyle Center        |
|  | Green Space/Park Land        |  |                         |
|  | Low Density Employment       |  |                         |

**Adopted October 11, 2016**

Prepared by Meridian Planning Division  
Print Date: Oct 12, 2016

The information shown on this map is compiled from various sources and is subject to constant revision. The City of Meridian makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the

**RESOLUTION NO. R32-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT WITH AGNEW::BECK FOR THE CITY OF KUNA, IDAHO'S COMPREHENSIVE PLAN.**

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

Section 1. The agreement with Agnew::Beck to prepare the City of Kuna, Idaho's Comprehensive Plan is hereby approved, as attached hereto as **EXHIBIT A**.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 18<sup>th</sup> day of April 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 18<sup>th</sup> day of April 2017.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engel, City Clerk

## CITY OF KUNA, IDAHO- AGNEW::BECK COMPREHENSIVE PLAN CONSULTING AGREEMENT

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between *Agnew::Beck Consulting*, hereinafter called the CONSULTANT and the city of Kuna, Idaho, hereinafter called the CITY;

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services for the City of Kuna, Idaho Comprehensive Plan;

WHEREAS, the CONSULTANT desires to accept such engagement, upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and the CONSULTANT hereby agree as follows:

### ARTICLE 1 - ENGAGEMENT AND SCOPE

1.1 CITY hereby engages the CONSULTANT to provide professional services in accordance with the Contract Documents (defined in Section 4.1 hereof), including the CONSULTANT's "Project Approach", which is attached hereto and made a part hereof, with respect to Consulting Services for the project named above, and the tasks described in Section 1.2 hereof (the "Work"), and the CONSULTANT hereby accepts such engagement, upon the terms and conditions hereinafter set forth.

1.2 CONSULTANT shall provide, furnish and perform all necessary labor and services and provide and furnish all necessary supplies, materials and equipment required to complete the Work in accordance with the Contract Documents. The Work to be done shall include the following:  
AS OUTLINED IN ATTACHED SCOPE OF WORK.

1.3 If the CONSULTANT is of the opinion that any services requested hereunder are beyond the scope of the Work as provided in the Contract Documents, the CONSULTANT shall promptly notify the CITY in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

1.4 No additional services beyond the scope of the Work as provided in the Contract Documents shall be performed by the CONSULTANT unless the CITY shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the CITY and the CONSULTANT. In the event of noncompliance with the foregoing, the CONSULTANT shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

1.5 The term "Change Order" as used herein is a written order to the CONSULTANT, issued and signed by the CITY after execution of this Agreement, authorizing a change in the Work. Unless the CONSULTANT requests a modification in such Change Order, the CONSULTANT shall sign the Change Order and return a copy thereof to the CITY within ten (10) business days after it has received the same. The CONSULTANT shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of CONSULTANT to respond to a Change Order within such ten (10) day period shall be deemed to signify CONSULTANT's acceptance of such Change Order as if CONSULTANT had signed the

same without modification. If CONSULTANT requests a modification of a Change Order, the CITY shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

## ARTICLE 2 - TERM AND FORCE MAJEURE

2.1 Subject only to Change Order(s) or the provisions for termination set forth in Article 12 below, the CONSULTANT shall commence the work within thirty (30) days after the date of this Agreement and shall complete the same within eighteen (18) months thereof, unless extended by the CITY.

2.2 If the CONSULTANT is delayed at any time in the progress of the Work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the CONSULTANT's control and without the fault or negligence of CONSULTANT, the CONSULTANT shall prepare and submit to the CITY within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The CONSULTANT shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The CITY may determine, in its sole discretion, after the receipt of such notice of delay from the CONSULTANT, whether to terminate this Agreement in accordance with Article 12 hereof or extend the Term by Change Order for such time as the CITY may determine.

## ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

3.1 CITY shall pay the CONSULTANT a fee for completion of the work determined in accordance with the Cost Proposal. The fee payable to the CONSULTANT hereunder shall not exceed the "Contract Price" of one hundred seventy-six thousand one hundred ninety-six dollars and 00/100 (\$176,196.00) unless the CONSULTANT has requested, and the CITY has authorized in writing, an increased amount. Should the CONSULTANT anticipate exceeding the Contract Price, the consultant shall notify the CITY in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the CONSULTANT's best estimate of the number of hours and additional expenses the CONSULTANT will require to complete the Work. If a request to increase the Contract Price is made but not accepted, the CONSULTANT shall still be obligated to continue providing services until the work is completed. If the CITY and the CONSULTANT agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

3.2 CONSULTANT shall submit an invoice monthly to the CITY for the Work performed and the charges in the preceding month based upon the percentage of work completed. The invoice shall identify the percentage of project tasks completed and delivered and will be calculated based on the contract price set forth above. Each such invoice shall also contain the CONSULTANT's certification that the task or portion of the Work described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due to third parties has been paid, excepting out approved subcontractors J-U-B Engineers, Inc. and Planning and Facility Management, and that the amount of such invoice is due to the CONSULTANT.

3.3 CITY shall pay the full amount of an invoice within thirty (30) days after receipt of the invoice and accompanying financial report, prepared as described herein. If, however, the CITY

objects to all or any portion of any invoice, the CITY shall so notify the CONSULTANT of the same, stating the reasons for the objection. The CITY shall be entitled to withhold payment of any amounts in dispute, but shall make payments on amounts not in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

#### ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents consist of this Agreement, CONSULTANT's proposal, attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

#### ARTICLE 5 - CITY RESPONSIBILITIES

5.1 CITY shall direct its staff, employees, appointed members of committees and/or other consultants to render all reasonable assistance and provide available data to the CONSULTANT in connection with its performance of the Work under this Agreement. The CITY agrees to furnish to the CONSULTANT copies of any previous reports, data and drawings which may be available and are pertinent to the Work. All such data provided shall remain the property of the CITY and shall be returned to the CITY promptly.

#### ARTICLE 6 - CONSULTANT'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

6.1 CONSULTANT represents and warrants to the CITY that it has the authority to enter into this Agreement and to perform the Work, and that it is licensed to do business within the city of Kuna, Idaho and authorized to conduct business in the State of Idaho.

6.2 CONSULTANT further represents and warrants that all Work performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professional planners performing the same or similar services.

6.3 CONSULTANT is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

6.4 CONSULTANT's responsibilities under this section shall not be delegated.

6.5 CONSULTANT is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the CITY.

6.6 Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by CITY, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether

the CONSULTANT is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the CITY of any responsibility, professional or otherwise, for the work, and shall not relieve the CONSULTANT of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of CONSULTANT.

6.7 CONSULTANT shall at all times enforce strict discipline and good order among its employees and any subcontractors and shall not employ for the Work (a) any person, firm or corporation not skilled and licensed, if required, in the task assigned to him, or (b) anyone who might endanger himself, others or the project.

6.8 CONSULTANT shall be responsible to the CITY for the acts and omissions of its employees, agents, subcontractors and other persons performing any of the Work for the CONSULTANT.

6.9 CITY reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, firm or corporation from participation in the Work.

#### ARTICLE 7 - SUBCONTRACTS

7.1 A subcontractor is a person or entity who provides services or performs Work for the CONSULTANT or for a subcontractor of CONSULTANT. J-U-B Engineers, Inc. and Planning and Facility Management are approved Subcontractors. The CONSULTANT shall not employ any additional subcontractor without the prior written consent of the CITY and shall obtain a written agreement with each subcontractor. As between the CITY and the CONSULTANT, the CONSULTANT shall be responsible for the acts and omissions of its subcontractors and any portion of the Work performed by a subcontractor. The CITY may make reasonable requests for information and data concerning any and all subcontractors under this Agreement, and any other matter deemed by the CITY to be pertinent hereto, and the CONSULTANT hereby agrees to submit such information and data promptly upon request.

#### ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY

8.1 The CONSULTANT agrees to advise fully all of its employees, subcontractors and others working for the CONSULTANT concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the CITY; and to take the steps necessary to assure that such procedures are complied with.

#### ARTICLE 9 - INSURANCE AND HOLD HARMLESS AGREEMENT

9.1 CONSULTANT will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a

minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general liability insurance and/or the professional liability insurance is on a claims-made basis, the CONSULTANT will maintain coverage in force for a period of two (2) years following completion of the work specified in the Agreement at the limits of coverage specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease – each employee and \$500,000.00 accident, \$500,000.00 disease – policy limit. The CONSULTANT is responsible for the payment of any deductibles or self-insured retentions. The CONSULTANT's insurance is primary.

9.2 The certificate of insurance shall provide the CITY with thirty (30) days written notice of cancellation of any of the coverage named in said certificate.

9.3 CITY will be named as an additional insured under the CONSULTANT's general liability insurance and automobile liability insurance policies.

9.4 CONSULTANT shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the CONSULTANT. These certificates shall evidence waivers of subrogation in favor of the CONSULTANT and the CITY, and shall be made available to the CITY upon request.

9.5 CONSULTANT agrees to indemnify, defend and hold harmless the CITY, its officials, representatives, agents, servants, and employees (collectively, CITY) from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including reasonable attorneys' fees and litigation expenses, to the extent caused by the CONSULTANT's negligent performance of the work under this Agreement and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable. This obligation will survive the payment of any losses by the CONSULTANT's insurance company.

#### ARTICLE 10 - TERMINATION

10.1 If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement. Upon completion of the Work, as accepted by the CITY, or upon receipt of the aforesaid notice of termination, CONSULTANT shall deliver to the CITY all of the following:

(a) All drawings, documents, reports, shapefiles and all other work relating in any way to any portion of the Work. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of CONSULTANT resulting from services rendered pursuant to this Agreement, shall become the property of CITY. CITY agrees CONSULTANT shall have the right to use draft and final products for firm marketing and educational purposes, meaning CONSULTANT may use the plan documents as samples when pursuing other work, or when engaging in educational presentations such as at professional conferences. CONSULTANT shall also reserve the rights to intellectual property, such as planning tools and approaches that have been developed by Agnew::Beck and are proprietary to our business and trade, and are not specific to the City of Kuna or this project. The CITY shall request permission from Agnew::Beck to use these proprietary materials, if needed and permission shall not be unreasonably withheld. The CITY acknowledges that its use of the work product is limited to the purposes contemplated by

the scope of work and that the CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work. Documents submitted to the CITY in electronic format shall be formatted according to specifications provided by the CITY, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2010) format as appropriate for the particular work product or, if directed by the CITY Representative in Adobe Acrobat PDF format.

(b) Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the CITY.

(c) Final itemized invoice for payment. CONSULTANT shall be paid for services performed in accordance with the Contract Documents to the date of termination less any setoffs which the CITY may have.

#### ARTICLE 11 - MISCELLANEOUS

11.1 CONSULTANT shall only take instructions from the person or persons who are authorized in writing by the CITY to give the same.

11.2 The Work shall be performed by CONSULTANT in such a manner and at such times so as to not interfere or interrupt the CITY's operations.

11.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.

11.4 This Agreement shall be subject to and governed by the laws of the State of Idaho. The Work and performance of same shall comply with all applicable city, county, state and federal codes, rules, regulations and orders.

11.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

11.6 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

11.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

11.8 Claims or lawsuits arising from this agreement will be filed in state court in Ada County, Idaho.

11.9 CONSULTANT may not assign this agreement without the written permission of the CITY.

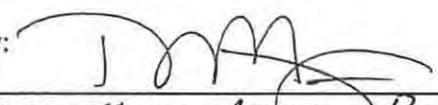
11.10 During the performance of services under this Agreement, CONSULTANT may gain access to and use CITY information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "CITY Information") which are valuable, special and unique assets of the CITY. CONSULTANT agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of CONSULTANT's scope of work, to protect all CITY Information and treat it as strictly confidential and proprietary to CITY, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any CITY Information to any third party, other than its own employees, agents or subcontractors who have a need for the CITY Information for the performance of services under this Agreement, without the prior written consent of CITY, or as required by law. CONSULTANT shall treat all records and work product prepared or maintained by CONSULTANT in the performance of this Agreement as confidential.

11.11 A violation by CONSULTANT of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

11.12 CONSULTANT's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

IN WITNESS, THEREOF the parties hereto have executed this agreement on the day and date written above in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

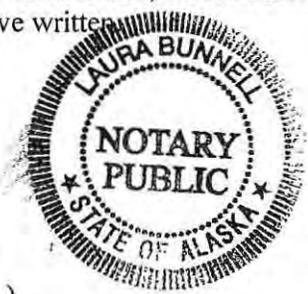
IN WITNESS, HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

w TMA AGNES::BECK Consulting, Inc.	CITY OF KUNA
By: 	By:
Name: <u>Thea Agnew Bomben</u> Title: <u>President</u>	Name: Title:

STATE OF ~~IDAHO~~ ) Alaska  
                                  ) ss.  
COUNTY OF ~~ADA~~ ) Anchorage

On this 13<sup>th</sup> day of April, 2017 before me, a notary public in and for said state, personally appeared, Thea Agnew Bomben and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same for and on behalf of AGNES::BECK in the capacity of President and he/she has the authority to execute the same. Consulting, Inc.

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



Laura Bunnell  
Notary Public for ~~Idaho~~ Alaska  
Residing at Anchorage, Idaho AK  
My commission expires: 11/16/2020  
Commission # 16896004

STATE OF IDAHO )  
                                  ) ss.

COUNTY OF ADA )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, personally appeared Joe L. Stear, Mayor for the CITY OF KUNA, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said city with the authority as provided for in Resolution No. \_\_\_\_\_.

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 \_\_\_\_\_, Idaho  
My commission expires:

## Kuna Comp Plan

Scope Detail, with subtasks and deliverables

March 15, 2017

### Phase I: Listening and Learning (April 2017 to September 2017)

#### TASK I-A. Project Kick-Off and Phase I Coordination

I-A.1. **Project Team Kick-Off/work session #1** - SWOT, audit, plan outline, potential projects, areas of change, required elements, possible site tour (Apr)

I-A.2. Draft PIP (includes draft communications plan)

I-A.3 Internal team meeting(s) and set up project management and reporting systems

#### TASK I-B. Project Communications

I-B.1. Finalize PIP  
(including Communications Plan and Advisory Committee members)

I-B.2. Develop project style guide and templates

I-B.3 Draft press release and coordinate communications launch with City

#### TASK I-C. Existing Conditions Review

I-C.1. Develop databook and research questions and verify direction with City

I-C.2. LAND USES: Plan, code and land use map audit and collect and analyze development data, identify areas of change

I-C.3. MAPS: Collect and analyze GIS data, including facilities and infrastructure, land use patterns, and coordinate with City GIS planner

I-C.4. TRENDS: Collect and analyze demographic, housing, economic and transportation/circulation data

I-C.5. COMPARISONS: Collect and analyze relevant data from comparable (regional, peer or aspirational) communities

I-C.6. Develop summary of existing conditions highlights (StoryMap or boards) and internal team meeting to review preliminary findings

I-C.7 **Project Team work session #2** - Existing conditions review, survey draft and workshop coordination

I-C.8. **Technical Advisory Group meeting/luncheon** - prepare and meet with department representatives and partner agencies to review existing conditions, conduct informal SWOT analysis and identify potential projects

## Phase I: Listening and Learning (April 2017 to September 2017)

### TASK I-D. Public Engagement Phase I: Future Vision

I-D.1. Community listening survey development, launch, monitoring (including 3P Visual)

I-D.2. **Comp Plan Advisory Committee Meeting #1** - Orientation, SWOT

I-D.3. Public project and survey launch and roll-out, coordination with City (including presentation/presence/visioning stations at local events and meetings and throughout community; also may include key informant interviews)

I-D.4. Analyze and summarize listening survey results, SWOT analysis

I-D.5. **Comp Plan Advisory Committee Meeting #2** - survey/SWOT results and existing conditions findings, prep for workshop

### TASK I-E. Community Workshop #1 - Future Vision

I-E.1. Plan community workshop and develop workshop materials

I-E.2. Publicize workshop and coordinate public agency and partner workshop involvement

I-E.3. Set up, facilitate and break down half-day visioning workshop

I-E.4. Record, summarize and share workshop results (StoryMap or boards; press release, website update, email update, etc.)

### TASK I-F. Phase I Summary Report

I-F.1. Compile Phase I findings into summary presentation/draft chapters (includes areas of change and priority community issues). Findings can be used to present to City Council and Mayor, and key partners

## PHASE I Deliverables:

- Revised project scope and schedule
- Public Involvement Plan and communication tools
- Comp plan audit and new document framework (plan outline)
- Existing conditions summary
- SWOT analysis
- Community listening survey (with 3P Visual) and survey results
- Community visioning workshop results
- Phase I Summary Report

**Phase 2: Options and Opportunities (October 2017 to March 2018)****TASK 2-A. Research and Documentation**

- 2-A.1. Internal team meeting(s) to debrief Phase 1, set up for Phase 2 and prepare for Project Team work session
- 2-A.2. **Project Team work session #3** - workshop debrief, Phase 1 results and Phase 2 scope and schedule update, review and revise plan outline, Advisory Committee structure and agenda for Phase 2
- 2-A.3. Draft, review and revise preliminary vision and draft goals, strategies and background sections of comp plan chapters ("snapshots"), and conduct additional research, as identified
- 2-A.4. Identify options and opportunities - preliminary land use scenarios, priorities by comp plan category, potential projects and initiatives
- 2-A.5. Develop options and opportunities graphics

**TASK 2-B. Public Engagement Phase 2: Options and Opportunities**

- 2-B.1. **Comp Plan Advisory Committee Meeting #3** - workshop debrief, comp plan chapter snapshots, preliminary options and opportunities (i.e., areas of change, proposed projects, key issues and priority strategies), subgroup and task assignments, review revised plan outline
- 2-B.2. Set up and share documents for Advisory Committee and Technical Advisory Group review and comment, coordinate committee communications, review and compile questions and feedback
- 2-B.3. Refine options and opportunities, based on feedback, and develop rubric for evaluating/ranking options and projects with committees and the public
- 2-B.4. **Comp Plan Advisory Committee Meeting #4** - further discuss and refine options and opportunities in preparation for workshop and comp plan draft (includes Technical Advisory Group members and subgroup break-out by comp plan topic)
- 2-B.5. Update options and opportunities graphics

**TASK 2-C. Community Workshop #2 - Options and Opportunities**

- 2-C.1. Plan community workshop and develop workshop materials
- 2-C.2. Develop online "virtual workshop" survey, monitor and collect results
- 2-C.3. Publicize in-person and online workshop and coordinate public agency and partner workshop involvement
- 2-C.4. Set up, facilitate and break down half-day visioning workshop

**Phase 2: Options and Opportunities (October 2017 to March 2018)**

2-C.5. Record, summarize and share results from online and in-person workshops (press release, website update, email update, etc.)

**TASK 2-D. Phase 2 Summary**

2-D.1. Internal team meeting(s) to debrief Phase 2, set up for Phase 3 and prepare for Project Team work session

2-D.2. Compile Phase 2 findings into summary/draft chapters (includes revised goals and strategies and priority community projects)

2-D.3. [Project Team work session #4](#) - workshop debrief, Phase 2 results and Phase 3 scope and schedule update, review options and opportunities (strategies, et al.) and refine, update plan outline, check in on Mayor and Council update

**PHASE 2 Deliverables:**

- Options and opportunities summary (draft comp plan elements)
- Draft Future Land Use Map
- Initial project list and implementation plan components
- Community workshop and survey results
- Input from Comp Plan Advisory Committee and Technical Advisory Group

### Phase 3: Review, Refine and Implement (April 2018 to June 2018)

#### **TASK 3-A. Develop Draft Comprehensive Plan**

3-A.1. Develop draft Comp Plan document and prepare for internal review, post documents to sharing and commenting platform and track input (includes future land use map/draft implementation plan/code recommendations)

3-A.2. Coordinate draft comp plan review by Project Team, Advisory Committee, Technical Advisory Group and partner agencies and collect and review comment with City

3-A.3. Revise comp plan draft based on internal review and comments and finalize for public review period

3-A.4. [Project Team work session #5](#) - review comments on internal draft and prep for Advisory Committee meeting and coordinate public review

#### **TASK 3-B. Public Engagement Phase 3: Review, Refine and Implement**

3-B.1. [Comp Plan Advisory Committee meeting #5](#) - review key public comment and how it was/can be incorporated into draft plan; review draft projects list, draft land use map and implementation components; use subgroup format, if needed, to cover all topics

3-B.2. Draft implementation section(s)

3-B.3. [Comp Plan Advisory Committee meeting #6](#) - review how Advisory Committee comment was incorporated into the draft plan; review revised projects list, land use map and implementation components

3-B.4. Coordinate with City to publicize comment period (press release, website update, email update, etc.) and collect public input; solicit input via survey of key comp plan elements

3-B.5. Public open house and information session (NOTE: City would coordinate and host the open house - hours shown are for consultant team members to attend and participate in open house)

#### **TASK 3-C. Revise and Finalize Comprehensive and Implementation Plan**

3-A.2. [Project Team work session #6](#) - review public comments and identify final edits to plan prior to finalization, coordinate final plan hand off and wrap up tasks

3-A.2. Output final comprehensive plan to City and email update to reviewers, commenters and general public on plan status

#### **PHASE 3 Deliverables:**

- Draft and Final Comp Plan, with public comment incorporated
- Future Land Use Map
- Implementation Plan

Kuna Comprehensive Plan Project Budget	A::B Principal and Project Manager		A::B Senior Planner and Graphic Designer		A::B Associate Planner		JUB Deputy Project Manager		Langdon Group Public Engagement Specialist		JUB Site Developer (3P Visual)		JUB GIS Specialist		JUB Planner		Jerome Mapp		Total
	hours	rate	hours	rate	hours	rate	hours	rate	hours	rate	hours	rate	hours	rate	hours	rate	hours	rate	
March 2017 - September 2018		\$150		\$115		\$85		\$136		\$100		\$160		\$100		\$100		\$90	
<b>Phase I: LISTENING and LEARNING (April to September, 2017)</b>																			
TASK I-A. Project Kick-Off and Phase I Coordination	12	\$1,800	0	\$0	10	\$850	10	\$1,360	6	\$600	0	\$0	0	\$0	4	\$400	4	\$360	\$5,370
TASK I-B. Project Communications	10	\$1,500	20	\$2,300	4	\$340	2	\$272	8	\$800	0	\$0	0	\$0	6	\$600	0	\$0	\$5,812
TASK I-C. Existing Conditions Review	40	\$6,000	0	\$0	66	\$5,610	22	\$2,992	0	\$0	0	\$0	20	\$2,000	40	\$4,000	16	\$1,440	\$22,042
TASK I-D. Public Engagement Phase 1: Future Vision	28	\$4,200	8	\$920	62	\$5,270	10	\$1,360	26	\$2,600	42	\$6,720	20	\$2,000	28	\$2,800	2	\$180	\$26,050
TASK I-E. Community Workshop #1 - Future Vision	28	\$4,200	12	\$1,380	30	\$2,550	14	\$1,904	30	\$3,000	0	\$0	0	\$0	42	\$4,200	8	\$720	\$17,954
TASK I-F. Phase I Summary Report	8	\$1,200	8	\$920	16	\$1,360	4	\$544	4	\$400	0	\$0	0	\$0	10	\$1,000	10	\$900	\$6,324
<b>Phase 2: Options and Opportunities (Oct, 2017 - Mar, 2018)</b>																			
TASK 2-A. Research and Documentation	28	\$4,200	8	\$920	30	\$2,550	16	\$2,176	0	\$0	0	\$0	5	\$500	25	\$2,500	8	\$720	\$13,566
TASK 2-B. Public Engagement Phase 2: Options and Opportunities	28	\$4,200	8	\$920	28	\$2,380	16	\$2,176	0	\$0	0	\$0	0	\$0	16	\$1,600	2	\$180	\$11,456
TASK 2-C. Community Workshop #2 - Options and Opportunities	28	\$4,200	14	\$1,610	50	\$4,250	12	\$1,632	26	\$2,600	0	\$0	0	\$0	28	\$2,800	10	\$900	\$17,992
TASK 2-D. Phase 2 Summary	12	\$1,800	4	\$460	24	\$2,040	8	\$1,088	0	\$0	0	\$0	0	\$0	12	\$1,200	10	\$900	\$7,488
<b>Phase 3: Review, Refine and Implement (April-June, 2018)</b>																			
TASK 3-A. Develop Draft Comprehensive Plan	38	\$5,700	14	\$1,610	66	\$5,610	24	\$3,264	0	\$0	0	\$0	5	\$500	20	\$2,000	22	\$1,980	\$20,664
TASK 3-B. Public Engagement Phase 3: Review, Refine and Implement	24	\$3,600	4	\$460	38	\$3,230	26	\$3,536	0	\$0	0	\$0	0	\$0	4	\$400	6	\$540	\$11,766
TASK 3-C. Revise and Finalize Comprehensive and Implementation Plan	6	\$900	8	\$920	16	\$1,360	6	\$816	0	\$0	0	\$0	0	\$0	0	\$0	2	\$180	\$4,176
Project Administration (2% of project cost)																			\$3,436
Travel and Expenses																			\$2,100
<b>TOTAL</b>	<b>290</b>	<b>\$43,500</b>	<b>108</b>	<b>\$12,420</b>	<b>440</b>	<b>\$37,400</b>	<b>170</b>	<b>\$23,120</b>	<b>100</b>	<b>\$10,000</b>	<b>42</b>	<b>\$6,720</b>	<b>50</b>	<b>\$5,000</b>	<b>235</b>	<b>\$23,500</b>	<b>100</b>	<b>\$9,000</b>	<b>\$176,196</b>