

## 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 83634**

## **City Council Meeting AGENDA Tuesday, August 1, 2017**

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

- 1. *Call to Order and Roll Call***
- 2. *Invocation:*** Scott Piper, First Baptist 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:**

- I. Regular City Council Minutes, July 18, 2017**

#### **B. Accounts Payable Dated July 27, 2017 in the Amount of \$261,163.08**

#### **C. Resolutions**

- I. Consideration to approve Resolution No. R55-2017 Approving the Mayor's Signature for the Knife River Bid on the Downtown Project**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE MAYOR'S SIGNATURE NUNC PRO TUNC ON DOCUMENT 00510 NOTICE OF AWARD FOR THE CITY OF KUNA, IDAHO DOWNTOWN REVITALIZATION PROJECT.**

**D. Final Plat**

- I.** Consideration to approve Case No. 17-02-FP (Final Plat) for Merlin Pointe No. 1 Subdivision

**5. Reports or Requests:**

- A.** Summary of Comingle Recycling Survey – Chad Gordon, J & M Sanitation

**6. Public Hearings: None**

**7. Business Items:**

- A.** Discussion and Council Direction on shutting down the City Hall parking lot during Kuna Days – Chris Engels, City Clerk
- B.** Consideration to approve Resolution No. R57-2017 Authorizing Mayor to Sign the JUB Contract for Conflict Engineering Support Services

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN THE CONTRACT WITH J-U-B ENGINEERING, INC. TO PROVIDE CONFLICT CONTRACT ENGINEERING SUPPORT SERVICES TO THE CITY OF KUNA, IDAHO.

**8. Ordinances: None**

**9. Mayor/Council Announcements:**

**10. Executive Session:**

**11. Adjournment:**

**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 83634**

**City Council Meeting  
MINUTES  
Tuesday, July 18, 2017**

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

**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  
Council Member Greg McPherson

**CITY STAFF PRESENT:**

Richard Roats, City Attorney  
Chris Engels, City Clerk  
Bobby Withrow, Parks Director  
Bob Bachman, Public Works Director  
John Marsh, City Treasurer  
Trevor Kesner, Planner II

**2. *Invocation:*** Chris Bent, Calvary Chapel

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

**Consideration to Amend the Agenda**

*(Council must move to amend the agenda per IC 74-204(4)(b))*

**Add item 7G under Business – Resolution No. R54-2017 Authorizing Mayor to Sign Keller Associates Inc Contract for City Engineering Support Services**

*The City Clerk was notified of the request on Tuesday, July 18, 2017*

**Council Member Buban-Vonder Haar moved to amend the agenda to include item 7G Resolution No. R54-2017 Authorizing Mayor to Sign Keller Associates Inc**

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.



### CITY OF KUNA

PO Box 13 • Kuna, Idaho • 83634 • Phone (208) 922-5274  
Fax: (208) 922-5989 • www.kunacity.id.gov

### SIGN-UP SHEET

Case Name: 17-01-ZOA

Case Type: Zoning Ordinance Amendment

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
----------	--	---------	--	---------------	--

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

Testify       Not Testify

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
City                      State, Zip

**Contract for City Engineering Support Services. Seconded by Council Member McPherson. Motion carried 4-0.**

**4. Consent Agenda:**

*(Timestamp 00:02:00)*

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

**A. City Council Meeting Minutes:**

**I.** Regular City Council Minutes, July 5, 2017

**B.** Accounts Payable Dated July 13, 2017 in the Amount of \$330,628.81

**C. Resolutions**

**I.** Consideration to approve Resolution No. R50-2017 Authorizing the Release of the Irrevocable Letter of Credit for Memory Ranch Subdivision No. 1

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO RELEASE THE IRREVOCABLE LETTER OF CREDIT FOR THE MEMORY RANCH SUBDIVISION NO. 1.

**2.** Consideration to approve Resolution No. R51-2017 Accepting Greyhawk Land Company, LLC Pressure Irrigation Easement for Greyhawk Subdivision No. 6

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE PRESSURE IRRIGATION EASEMENT FROM GREYHAWK LAND COMPANY, LLC FOR THE IRRIGATION EASEMENT LOCATED IN GREYHAWK SUBDIVISION NO. 6.

**3.** Consideration to approve Resolution No. R52-2017 Accepting John W. Browning Pressure Irrigation Easement for Patagonia Subdivision No. 1

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO ACCEPTING THE PRESSURE IRRIGATION EASEMENT FROM JOHN W. BROWNING FOR THE PRESSURE IRRIGATION EASEMENT LOCATED ADJACENT TO PATAGONIA SUBDIVISION NO. 1

**D. Final Plat**

- I. Consideration to approve Case No. 17-03-FP (Final Plat) for Patagonia Subdivision No. 2**

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

- I. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 17-02-S (Subdivision) for Sailer Shores Meadows Subdivision No. 2**
- 2. Consideration to approve Findings of Fact and Conclusions of Law for Case No. 17-02-ZC (Rezone) for Darius Elison, and One Call Restoration**

**Council Member Buban-Vonder Haar moved to approve the consent agenda. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.**

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**5. Reports or Requests:  
(Timestamp 00:02:32)**

**A. Kuna Police Department Comparables Presentation – Kuna Police Chief Jon McDaniel**

Kuna Police Chief Jon McDaniel reviewed the comparable costs for police services in other cities with similar population. He was concerned about having enough future funding to adequately staff a police force that could respond to the increased calls of a rapidly growing community. He explained what would be required of the police department as Kuna's population approached the 20-30,000 resident mark. He appreciated the support of Council and the leadership team. He looked forward to looking for ways to fund Kuna's future. He stood for questions.

Mayor Stear asked if this was a long term goal.

Chief McDaniel replied it was and he understood the City was doing everything in their power. He just wanted to bring this up as the budget was being gone over in an attempt to make future discussions easier.

Council Member Jones asked how many officers Kuna had towards the 1 per 1,000.

Chief McDaniel replied Kuna was at .7 per 1,000.

Council Member Jones stated Kuna would need at least 5 more officers to get caught up plus more to cover any additional growth.

Chief McDaniel confirmed that statement. It would be around 50% of the budget if they were to hit that mark at that moment.

Mayor Stear thanked Chief McDaniel.

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

- A. Public Hearing and Consideration to approve Ordinance No. 2017-10 Amending Kuna City Code 5-1-6-2 *Meanings of Terms and Words* and 5-3-3 and Deleting 6-5-4 – Richard Roats, City Attorney  
(Timestamp 00:06:10)

City Attorney Richard Roats reviewed the proposed changes and their purpose.

Council Member Jones asked if it was a requirement to have a street frontage in the definition of Kuna's zones.

Mr. Roats replied it was not and they could consider removing it from Kuna City Code.

Council Member Jones clarified it was square footage of the lot that had to meet that requirement.

Mr. Roats responded that was correct and added many jurisdictions did not have that requirement. This ordinance was making it discretionary in Kuna City Code.

Council Member Jones had no problems with the ordinance. He was also fine with removing the requirement at some point if staff wanted to.

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, AMENDING TITLE 5, CHAPTER 1, SECTION 6, PART 2 TITLED MEANINGS OF TERMS AND WORDS BY DELETING THE REFERENCE BOOK TITLED, "ILLUSTRATED BOOK OF DEVELOPMENT DEFINITIONS" AND REPLACING IT WITH "A PLANNERS DICTIONARY", THE REMAINING TEXT OF PART 2 SHALL REMAIN UNCHANGED; AMENDING TITLE 5, CHAPTER 3, SECTION 3 TO PROVIDE THAT THE MINIMUM STREET FRONTAGE PER LOT IS A RECOMMENDATION THAT CAN BE MODIFIED AND THE MINIMUM LOT SIZE IN R-4 AND R-6 ZONES IS A RECOMMENDATION THAT CAN BE MODIFIED BY THE PLANNING AND ZONING DIRECTOR AND THE MINIMUM LOT SIZE IN R-4 AND R-6 ZONES IS A RECOMMENDATION THAT CAN BE MODIFIED BY THE PLANNING AND ZONING DIRECTOR AND MODIFYING THE HEIGHT IN M-1 AND M-2 ZONES TO 100 FEET AND STRIKING M-3 ZONE FROM THE TABLE; DELETING TITLE 6, CHAPTER 5,

SECTION 4 IN ITS ENTIRETY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

**Council Member Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion carried 4-0.**

Council Member Buban-Vonder Haar stated staff was recommending this, she did not see any objections or concerns in the packet, and it seemed to make sense to give the City a little more flexibility in terms of development.

**Council Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2017-10. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2017-10. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.**

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve the summary publication of Ordinance No. 2017-10. Seconded by Council Member McPherson. Motion carried 4-0.**

**7. Business Items:**

- A. Consideration to approve Case No. 17-02-LLA (Lot Line Adjustment) – Jace Hellman, Planner I  
(Timestamp 00:11:25)

Applicants Eric and Rayola Jacobsen seek Lot Line Adjustment approval to adjust the parcel lines for the smaller parcel from the existing 0.95 acres to 1.48 acres, and reduce the current acreage of the larger parcel from 1.62 acres to 0.94 acres. This lot line adjustment is intended to accommodate the entire existing yard and structures on the smaller lot.

Planner II Trevor Kesner presented on behalf of Planner I Jace Hellman. He reviewed the case and stood for questions.

Council Member Jones disclosed that his property adjoined the property and was recusing himself.

Mayor Stear disclosed that his brother was a party to matter. He added that with his brother's health issues it had been hard for him to maintain that property and keep the weeds down. It would be a weight off his shoulders to not have that piece back there anymore.

Council Member Buban-Vonder Haar stated everyone was in agreement and there were no concerns with moving forward on it.

**Council Member Buban-Vonder Haar moved to approve Case No. 17-02-LLA (Lot Line Adjustment). Seconded by Council Member McPherson. Motion carried 3-0. Council Member Jones recused himself.**

- B.** Downtown Revitalization Project Bid Updates and Council Direction – Chris Engels, City Clerk; Bob Bachman, Public Works Director; and JUB Engineering  
(Timestamp 00:14:37)

City Clerk Chris Engels introduced the project and Lisa Bachman and Brian Smith with JUB. They would be reviewing the details of the project.

Mrs. Bachman explained she had been helping with the planning and funding. She explained the 1 construction bid received came in high which was not too surprising given current market conditions. It also represented another hurdle in the project. She reviewed the project history. She explained the options to accept or reject the bid and the pros and cons to each. She stood for questions.

Mayor Stear added many other cities and Ada County Highway District were running into the same issue. He heard there were enough projects that would be going out to bid that winter that he was not sure they could expect the bids to come in at any less. It was really a toss of the dice. The bottom line was to either get the project done or not doing it at all.

Council President Cardoza asked how long the grants the City had been awarded could be suspended before losing them.

Mrs. Bachman replied the Block Grant was pretty flexible as long they were kept up to speed on what was going on. That grant was for \$500,000.00. For the federal grant, the City only had 9 months to expend the funds.

Council President Cardoza asked Mrs. Bachman to clarify if it was 9 months to start or 9 months to complete.

Mrs. Bachman explained it was 9 months to obligate the money.

Mayor Stear added ACHD had some money in the project as well. They had been concerned ACHD would be unhappy about moving it into the next budget year but they understood the nature of the issue and were willing to go either way without pulling funds.

Council President Cardoza asked City Clerk Chris Engels if the City's obligation would be about \$485,000.00 if Council okayed this.

Ms. Engels responded yes. She noted she had spoken with Toni Tisdale from COMPASS and submitted an additional request for additional funds. There was only about \$18,000.00 available at that moment however there could be additional funds available late winter or early spring that Kuna could be in consideration for as well. The additional funds would reduce what would come out of City coffers.

Council Member Buban-Vonder Haar asked if they were to approve the expenditure of additional funds that night would the project be finished before the additional funds became available and would they then consider giving them to the City for a project that was already completed.

Ms. Engels explained if they approved the funds that night and moved forward with construction, construction would be completed before winter set in. At that point the City would not be eligible for any additional funds that became available that winter because the project would already be done. If Council decided to rebid the project the City would then seek those funds at that time. Council would also need to recognize that if those funds were not received and the bid came in they would need to come back to Council.

Council Member Buban-Vonder asked if there would be any value in rebidding the project without any changes and if that was allowed.

Ms. Engels replied that was not allowed; it is considered bid shopping. She spoke with ITD and they said a component of the project would have to be changed in order to rebid it.

Council Member Buban-Vonder Haar asked if the City had the flexibility to change the scope of project after it had been bid.

Ms. Engels said they would have to review it and bring it forward with bid alternates. They would define what the base bid would cover which would be sidewalks, infrastructure, and those types of things for which there was no bid alternate but staining concrete, additional bulb outs, light poles....

Council Member Buban-Vonder Haar cut in asking if the bid they already received could be modified by changing things like that and if they would need to rebid it.

Ms. Engels explained how the rebid with alternates would work.

Council President Cardoza suggested tabling this until after item 8A's budget presentation. He thought the money would have to come out of the contingency fund which they would be carrying forward. He thought they might have a better idea of how much was being carried forward after that discussion.

Council Member Buban-Vonder Haar asked if there was a time frame in which the decision needed to be made.

Ms. Engels replied if Council wanted to fund the project in order to move forward at that time they would need to know that day so they could get back with contracts so that construction could occur while the weather permitted.

Council Member Jones stated he believed the City had already spent about \$130,000.00 on engineering costs. He asked if Council were to cancel the project, would any grant money used have to be paid back.

Mrs. Bachman had not asked the grant agency that yet but they could almost safely assume they would have to pay that money back. The funders were under the impression the City would spend money to build a project. Typically they do not fund just engineering costs. She could see that as a viable possibility.

Council Member Jones asked if there were changes that could be done that would not trigger a re-engineering.

Brian Smith with JUB responded the \$15,000.00 was for revising the plans and specifications and in essence reshowing the base bid. They have to show a change to that base bid to avoid bid shopping. To his knowledge there was nothing that could be done to just the plans as they were at that time. The project was large enough that any change would cause other changes even though the changes themselves were not materially significant.

Council Member Jones asked if a change as simple as removing some landscaping would trigger re-engineering.

Mr. Smith replied it would not necessarily trigger re-engineering but they would definitely have to go through and revise the specifications and bid forms, in the plans

they show the limits of what the base bid is, in order to reduce the opportunities for change orders and confusion.

Council Member Jones was concerned that it was a lot of money. They were getting a lot of good out of it but it was a lot more than they were expecting. He was concerned they hadn't even broken ground yet and did not know if anything additional would pop up there. He was concerned that this was only part of a project and if they were already about 25% over their estimated cost when Phase 2 came in what would they be over for Phase 2. He would hate to approve Phase 1 to be completed and not be able to complete Phase 2 for lack of funds. He asked if there was a rough estimate of what Phase 2 would cost.

Mr. Smith did not know the answer to that question. It was a difficult thing to predict the future bidding environment.

Council Member Jones did not want to put pressure on any future Council to complete the project. There could possibly be backlash if Phase 2 could not be completed.

Ms. Engels stated Phase 2, without a revised estimate, was about \$1.4 million. The City had a commitment of \$300,000.00 from COMPASS with TMA TAP funds and they would be pursuing additional straight TAP funds as well. She understood his concerns about Phase 2 but wanted to make sure he knew what they knew at that point.

Council Member Jones thanked her for the information. He had not known that and it relieved a little of his concern. He asked if there were other options to fund the project such as an LID.

Mayor Stear explained they had the ability to do urban renewal districts and the like but the problem with that was they were based on growth and increase in tax revenue. Downtown there was really no chance of it growing out and increasing in size and tax revenue which would create a need for a larger urban renewal district in order for those funds to pay for downtown. Anything for downtown in that realm would end up costing more than the revenue would bring in. That was why they hadn't really looked at those options.

Council Member Jones commented he was concerned about the amount of money going into this and what he as a private citizen would be getting out of it. There were obviously some blighted issues with Main Street and some other stuff that needed to be done such as the sidewalks needing to be replaced. There were also some things that were wants not needs. A half a million dollars could cover 2 splash pads or 10 years of playground equipment. He was not saying he was voting against it just that it was a lot of money. He did not think putting it out for bid in the winter would change anything. The valley was growing so big and there were so many projects he did not see it ever getting bid less. He was a bit disappointed that they could not

remove some of it without incurring additional costs. He agreed with Council President Cardoza, they should wait until after reviewing the budget before making a decision that night.

Council President Cardoza asked how much was anticipated for contingency.

City Treasurer John Marsh said that the general fund forecasted reserve balance was \$1, 547,347.00.

Council President Cardoza asked what the carryover contingency was from Public Works.

Mr. Marsh gave a caveat that the numbers for those funds had not been discussed yet and there were some significant capital projects planned so they would all have to be weighed by the Council. The Water forecast was \$2,888,393.00, the Sewer forecast was \$2,984,664.00, and the Irrigation Fund was \$1,621,937.00.

Council President Cardoza asked if the \$167,700.00 would be divided among Sewer, PI, and Water.

Public Works Director Bob Bachman came up with those numbers by going through the scope of the project and taking out all Water related items and all PI related items to come up with the split that was on that. There would be no Sewer funds used; just Water and PI.

Council President Cardoza thought there was a reallocation of the runoff water over to the school.

Mr. Bachman explained that would be storm water which would be ACHD. Public Works funds could not be used for it because the system was owned by ACHD.

**Council Member Buban-Vonder Haar moved to table the discussion of agenda item 7B Downtown Revitalization Project Bid Updates and Council Direction until after agenda item 8A Fiscal Year 2018 All Funds Budget Presentation was finished. Seconded by Council Member Jones. Motion Carried 4-0.**

- C. Information on Cities' Petition to Intervene – Emmert Water Rights – Richard Roats, City Attorney  
(Timestamp 00:41:37)

City Attorney Richard Roats gave Council a quick update on Mr. Emmert's application for some Ground Water Rights. The property he farmed was southwest of Lake Lowell. The Boise Project protested that. They went through the protest hearing and the hearing's officer came up with a ruling that caused the cities concern. Since Mr. Emmert would be drawing ground water out, he would be seeping from both Lake Lowell and the Boise Projects' canals because they had

seepage in there. Now Mr. Emmert would have to compensate them for that. It wasn't a great deal of mitigations for Mr. Emmert but it could be significant for the cities, the Treasure Valley, and the State of Idaho that are faced with similar situations. At some point Boise Project could hold Kuna responsible for making the 27 miles of canals running through the city water tight due to seepage because Kuna drew water from the water tables. Mr. Roats explained how the cities were going about the petition and said he would keep Council apprised of the situation. He stood for questions.

Council President Cardoza said the water would be foregone if it leaked into the water table and asked, since it was foregone water, why they would hold the users accountable.

Mr. Roats replied that was the argument they made. Historically it had been a diversion where someone would be responsible if they took their water. The hearing officer said no it was anything in the conveyance system or storage facilities that they were responsible for. He explained how they came up with what Mr. Emmert was responsible for at the hearing.

Mayor Stear thanked Mr. Roats.

**D. Consideration to approve rental of video equipment to Kuna Chamber of Commerce – Richard Roats, City Attorney**  
(Timestamp 00:46:26)

City Attorney Richard Roats explained the draft agreement proposed for Kuna Chamber of Commerce's rental of the City's video equipment.

Council Member Jones asked about the unspecified labor charges.

Mr. Roats said Parks Director Bobby Withrow had thought it would be about \$40.00.

Mr. Withrow confirmed that statement.

Council Member Buban-Vonder Haar asked what they were being charged to rent the equipment.

Mr. Roats replied they weren't going to charge them a rental fee; just the labor cost.

Council Member Buban-Vonder Haar asked if the City had any sort of guidelines on who could use the equipment for free.

Mr. Roats explained they were only dealing with the Chamber utilizing the equipment in that case. They had not gone beyond that.

Council Member Buban-Vonder Haar wanted to know what the City planned on doing for rentals to other groups or if the City planned on even doing rentals and by rental she meant actual payment not borrowing.

Mr. Roats wanted to check to see if any other businesses rented that kind of equipment out because he did not want to compete with the private sector. In that case it was intended to be very limited to the Chamber for the Kuna Days festivities.

Council Member Buban-Vonder Haar was concerned about other community activities wanting to use the equipment and using this case as a reason for them to be allowed to use it. She wanted to be sure the City was setting stuff up on the front end so they weren't being arbitrary on the back end but she figured the Chamber would need a decision to be made at that meeting.

Council Member Jones asked City Clerk Chris Engels if they had offered the City sponsorship like they had the year before.

Ms. Engels said she had bits and pieces from different inquires but it was her understanding there was an external sponsor who had put forth actual funds which was why Make a Wish was not going to work. Last year the City did let them use the equipment but the City was considered a sponsor.

Council Member Buban-Vonder Haar clarified the request was to use the movie equipment.

Ms. Engels replied that was correct; it was for the inflatable screen and projector equipment.

Council Member Buban-Vonder Haar stated if they had a sponsor for that night she would think the sponsor would be paying for the movie equipment.

Ms. Engels replied that was Council's decision.

Council Member Jones thought Council Member Buban-Vonder Haar's concern regarding consistency with everyone was very valid. He did know there were rental companies that rent out that type of equipment and that should be considered. He asked if the City wanted to offer the equipment at all. He had a hard time renting out City equipment. He did not have a problem if everyone could have access but he did not like only allowing only certain people to use it.

Council Member Buban-Vonder Haar was struggling with renting it out. She was sympathetic because it was a non-profit but on the other hand Kuna Days was a fundraising activity for them and they did have a sponsor.

Council Member Jones thought the City being the sponsor the previous year was what made the difference. The parameters had changed.

Council Member Buban-Vonder Haar did not want to leave them in a bind with Kuna Days so close. She asked about checking with them first to see if they had checked with local equipment rentals.

Council Member Jones was not aware of anybody in Kuna that rented that equipment; just Meridian and Boise.

Council Member Buban-Vonder Haar felt the City should, at a minimum, be charging what any other place would charge. She wanted to be sure there was no favoritism but she also was unsure of what that kind of rental would cost and if it was affordable for the Chamber.

Council Member Jones gave the guesstimate of a few hundred dollars and he did not think the cost would be an issue. He noted he was not speaking for the chamber. His only concern was how close the event was. He did not want to price it out to where it could not get done.

Ms. Engels stated the City got sponsors for Movie Nights so there would be carryover funds to ensure the following year but they were also maintained as a contingency fund to repair or replace the equipment. She said there might be exactly enough in that carryover to replace the equipment if it was broken or destroyed but then there would not be the guaranteed carryover for the next year's Movie Nights without coming back to Council. The equipment was kind of expensive.

Council Member Jones asked if Council would be opposed to a trade such as a booth space for the use of the movie equipment.

Council Member Buban-Vonder Haar asked if the booth for the Comp Plan was already paid for.

Ms. Engels responded she had an inquiry in on how much a booth space would be.

Council Member Buban-Vonder Haar liked the idea of trading booth space for rental. She asked that next year the City plan ahead to charge fair market or something of equal value to the City.

Council President Cardoza asked if the purpose of this was to show movies during Kuna Days.

Ms. Engels replied yes and it was just on Friday night.

Council Member Buban-Vonder Haar added it was just 1 movie on 1 night.

Ms. Engels thought their sponsor was CapEd or something like that.

Council President Cardoza said the benefit would be to the community similar to the \$5,000.00 the City donated for fireworks. He had no objections to a minimum charge such as \$50.00 or whatever is fair, even just the \$40.00 labor charge.

Council Member Buban-Vonder Haar brought up her concern about consistency again.

Council President Jones did not feel it was any different than donating the money for the fireworks. When an issue comes to Council they make a decision on the issue itself. He understood the concern about setting a precedent but anytime something benefits the community he had no problem with it.

Council Member Jones asked if Council President Cardoza would be opposed to the trade.

Council President Cardoza understood it was \$200.00 for a booth.

Council Member Buban-Vonder Haar asked if the \$200.00 would be inclusive or exclusive of the labor.

Council Member Jones said he could go either way. He felt there was value to the training to make sure everything was run properly but if it made it easier to make it all inclusive he was fine with that and felt it would still be a fair trade.

Council President Cardoza was agreeable to an exchange if that was agreeable to Chamber.

Ms. Engels confirmed the booth would be for the Comp Plan.

Council President Cardoza asked if that would include the labor charge.

Parks Director Bobby Withrow was fine with that. The \$200.00 would include delivery, set up, and take down.

Council Member Buban-Vonder Haar was okay with the arrangement for that year but wanted something more concrete for the next year.

Mr. Roats said he would set up some parameters.

Council Member Jones asked if there were any objections to him representing Council's position to the Chamber since he would be at their meeting.

Council Member Buban-Vonder Haar thought that made sense.

City Treasurer John Marsh noted, in regards to possible ideas for a swap, the City had also budgeted a \$1,000.00 annual membership fee to the Kuna Chamber.

Council Member Buban-Vonder Haar said that was her first idea and it was shot down.

Council Member Jones asked if Mayor Stear was okay with the trade.

Mayor Stear did not have a problem with it but felt it would be better if for future years they look for rental equipment.

Council Member Buban-Vonder Haar added they could build it into their sponsorship price.

Mayor Stear stated the biggest concern for the City was the liability of the equipment being damaged but he was fine with Council's decision.

Council Member Buban-Vonder Haar asked if they needed an official motion.

Mr. Roats replied they did not. He would talk with Council President Jones and get it done.

Council Member Buban-Vonder Haar added the terms looked fine.

**E. Update on Strobel Road Property Lease – Richard Roats, City Attorney**  
(Timestamp 01:02:35)

City Attorney Richard Roats updated Council on some amendments to the lease Parks Director Bobby Withrow had received that evening. There was a hang up with them wanting the City to provide indemnity for just about anything they did on just about any property and a \$2 million dollar policy rather than an a \$1 million dollar policy as well as some other minor things. They did come back with a price.

Parks Director Bobby Withrow shared the price was \$140,000.00 to \$190,000.00.

Mr. Roats added the City probably would not be purchasing it and would only be doing minimum maintenance out there. He did not believe they would agree to pay back \$30,000.00 for improvements if the City did not lease it for a second year. Due to some difficulties with what to provide for insurance they may be coming back to Council the following year to say it just did not work out.

Council Member Buban-Vonder Haar asked, if the City did decide to purchase at some point and had already put \$30,000.00 worth of improvements into the property would that make it appraise for more thereby screwing the City into paying more for the property. She asked if something could be put in to protect the City from that.

Mr. Roats replied at that point they did not think they would be putting any crushed asphalt or gravel.

Mayor Stear stated all of this had come up in their Director's Meeting that morning. Maybe because of that and the uncertainty of everything, they might need to level it off and leave it as dirt parking with construction fencing to block it off so people would know not to go into the buildings; the minimal amount of work needed to make it useable for parking. It would still be better and safer than parking alongside the road.

Council Member Buban-Vonder Haar asked if the City would need to restore it to what it was like before they got in there.

Mr. Roats replied the intent was if the City didn't purchase it any improvements the City made would go back to them.

Council Member Buban-Vonder Haar asked if they considered using it as a dirt parking lot an improvement. She did not want them to ask the City to return indigenous grasses or replant it in some way.

Mr. Roats responded it was so far away from when they got the price and with the new requirements he thought the City might just be walking away from it.

Council Member Buban-Vonder Haar said if something changed and the City went ahead with the purchase she would want there to be a mutual understanding of what shape the property would be returned in.

Council President Cardoza asked about the hold harmless they were asking for from the City. He wanted to know if it was just for the actions of the City or if it was for the general public using it under the City's policy as well.

Mr. Roats' understanding of the sentence in the e-mail was it was an umbrella for anything that happened on that property regardless if it was public, the City's responsibility, or their responsibility.

Council Member Buban-Vonder Haar clarified if there was an issue with the part the owners were exclusively using they would still expect the City to cover it.

Council President Cardoza asked if there was vandalism done by the general public the City would be held accountable on the hold harmless.

Council Member Buban-Vonder Haar added it was beyond that and sounded like it included items not attributable to the City in any way.

Council President Cardoza asked if the City wanted that kind of responsibility.

Mr. Roats replied that was why he was saying it was almost a deal breaker and that it may be time to just walk away. The price put it at almost \$50,000.00 to \$70,000.00 an acre when \$10,000.00 was probably more realistic out there.

Council President Cardoza suggested having people transported by bus from downtown.

Parks Director Bobby Withrow was all for that.

The possibility of transportation by bus and the liability of it was very briefly discussed.

- F.** Consideration to approve Resolution No. R53-2017 Appointing new members to the Park Impact Fee Committee – Richard Roats, City Attorney  
(Timestamp 01:09:01)

City Attorney Richard Roats reviewed the need for the new members and asked that Council approve the resolution.

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING RESOLUTION NO. R52-2015A TO APPOINT TWO (2) NEW MEMBERS TO THE CITY OF KUNA, IDAHO DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE REPLACING TWO (2) MEMBERS.

**Council Member Buban-Vonder Haar moved to approve Resolution No. R53-2017. Seconded by Council Member Jones. Motion carried 4-0.**

- G.** Consideration to approve Resolution No. R54-2017 Authorizing Mayor to Sign Keller Associates Inc Contract for City Engineering Support Services – Richard Roats, City Attorney  
(Timestamp 01:10:08)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN THE CONTRACT WITH KELLER ASSOCIATES, INC. TO PROVIDE CONTRACT ENGINEERING SERVICES TO THE CITY OF KUNA, IDAHO.

City Attorney Richard Roats reviewed the need for contract engineering services and the contracts that were received; 1 of which they were not able to get on the agenda in time.

Mayor Stear clarified they would be coming back with the other contract because if Keller Associates were doing a project in Kuna they could not sign their own engineering stuff. The other engineering contract would be needed to cover those instances.

Council President Cardoza asked about the local engineering firm on 4<sup>th</sup> Street almost to Linder. He asked if they were qualified for a city. He wondered why Kuna was not doing local business with them.

Mayor Stear did not know if they were a structural engineering company or he would have assumed they would have contacted the City. He said the City could definitely look into it.

Lisa Bachman with JUB Engineers said that company was traffic and structural.

Council Member Jones asked City Treasurer John Marsh if the intent was to transfer the money out of the position that was not filled at that time to cover these expenses and if Council needed to do anything to recognize that.

Mr. Marsh thought the City was ok as far as overall budget. They had budgeted for a personnel position and that position was no longer being utilized so those funds would be used to cover the cost of the contract services. It would come out of different general ledger accounts but it was just a swap.

**Council Member Buban-Vonder Haar moved to approve Resolution No. R54-2017. Seconded by Council Member McPherson. Motion carried 4-0.**

## **8. Budget Workshop**

- A. Fiscal Year 2018 All Funds Budget Presentation – John Marsh, City Treasurer  
*Documents will be provided separately by City Treasurer John Marsh.*  
*(Timestamp 01:13:42)*

City Treasurer John Marsh reviewed the General Fund and the changes made as per the previous budget workshop. There was a personnel change in the budget numbers and the forecasted reserve balances dropped from about \$1.8 million to about \$1.5 million based on a calculation issue. The forecasted reserve balance was more accurate and still at a good position, just less money. He picked up where Council left off at the previous meeting; a series of items planned in the budget listed on page 1 and in page 2 of their general fund worksheet. When all of those were factored in with the forecasted revenues without a change in property tax levy it left a deficit of \$503,984.00. Council needed to decide if they would triage some of those items or increase the property tax levy and use some of the City reserve funds to cover those. There was an additional \$266,046.00 in property tax levy over and above the previous year. It would be the maximum amount they could levy. They could also use any or all of the projected carryover which was \$1,547,347.00. The forecasted impact on each \$100,000.00 of taxable value was approximately \$22.00 a year. He opened it up to Council for discussion.

Council Member Jones asked if they were to take all the expenditures they would have to take the approximately \$504,000.00 deficit out of the \$1.5 million dropping it down to \$1 million.

Mr. Marsh replied that was exactly right. He added that the use of reserve funds would wholly be onetime money. They needed to find a way to balance that out

either by reducing or finding another source of ongoing revenue which at that point was only property tax revenue.

Council Member Jones verified the annexation and new construction was roughly \$110,000.00.

Mr. Marsh reviewed the tax levy options.

Council Member Jones stated even if they were to take all that they would still be short \$250,000.00 short which would have to come out of contingency in order to meet the requested budget.

Mr. Marsh replied exactly. The numbers included the unspent monies in the capital projects fund which was \$26,000.00 and change as well as an estimated \$57,000.00 from the current year that was estimated to not be spent and would have to be brought back to the general fund since they were unassigned to a project.

Council Member Jones asked Mayor Stear if he had any concerns about taking the foregone and 3% at the same which they had not done before. It would leave them no foregone for carryover the next year.

Council Member Buban-Vonder Haar thought they had taken them both at least since she had been Council.

Mayor Stear said they had once. He was not concerned. In recent years they took both but the year they were going for the recreation district they skipped so that was carrying over each year. If they took both that year it added into the City's budget the next year and the year after and the year after that.

Council Member Jones clarified if they took all the foregone that year there would be no foregone option for the next year.

Mayor Stear replied that was correct.

Council Member McPherson was still thinking it over.

Council Member Buban-Vonder Haar noticed the Miscellaneous Expenditures line item was \$24,443.00 which was the same as the year before but only under \$1,500.00 was spent and it looked like every year prior to that they never spent more than \$1,500.00. She asked what went into that and why \$25,000.00 was needed.

Mr. Marsh explained last year was the first year they budgeted paying back the City reserves for the acquisition of the City Hall.

Council Member Buban-Vonder Haar asked if it was listed in 2 spots then.

Mr. Marsh replied no, he just called it out on the first page so Council could see what 1 of the major items was. Basically, they budgeted that in as an expense but it did and would not get spent. It just rolled over into the reserve balance. He thought Council Member Jones had talked about potentially reserving that for park equipment at the last meeting.

Council Member Buban-Vonder Haar asked about the Small Tools line item. Generally the City seemed to not spend more than \$3,500.00 for that but they budgeted just over \$11,000.00.

Mr. Marsh explained those items were broken out on the first page. He reviewed what they consisted of.

Council Member Jones asked how the Water Fund Contingency could grow from \$120,000.00 to \$2.8 million.

Mr. Marsh replied historically the entire amount of the reserve balance in the enterprise funds hadn't been brought forward and budgeted. What he was doing now was placing everything out there so they could see exactly what they had in total.

Council President Cardoza asked about the funds being set aside to replace funds that were used to purchase City Hall.

Mayor Stear explained how Council had determined to set those funds aside until it could be decided what to use them for.

Council President Cardoza thought maybe they could table the downtown Ada County property and use those funds to save up the \$175,000.00 needed for that project. He asked if those funds had been allocated for something specific.

Mayor Stear could not recall anything specific just some talk from the last meeting about possibly using it for playground equipment.

Council President Cardoza asked if the 2 truck mounted snow plows would be used for just City property or for helping Ada County as well.

Mayor Stear replied they would be used to help if Kuna had the same situation as that past winter. If the City had those mounted snow plows then the streets could have been kept cleaner before they froze and created ruts. The hope would be to buy them and they end up not being needed.

Council President Cardoza said that was what he was worried about. He asked if the City was allocating labor and equipment for Ada County would they have pick up snow plows they could loan the City.

Council Member Buban-Vonder Haar responded no, not if what happened the last year happened again. She felt it was all hands on deck trying to go as fast as possible to get as much as they could done but they were still failing utterly.

Public Works Director Bob Bachman stated they leased out every piece of equipment in the Valley that year.

Mayor Stear added they even brought out old equipment to try to get a through the situation.

Council President Cardoza asked about the new building inspector pick up and the possible allocation of a vehicle from the police department.

Kuna Police Chief Jon McDaniel understood the need for a vehicle that could get in and out of job sites. At that time they wanted to give the City a Crown Victoria. It was being painted and was in good shape. He knew that wouldn't help but the Tahoes they thought would potentially be available were being used for their emergency vehicle operations and as back up cars for the fleet. They were trying to trade out all the Crown Vics that were getting to old to be back up code 3 response type vehicles. He apologized for the Tahoe no longer being available but stated the Crown Vic was on its way.

Council President Cardoza figured a Crown Vic would be ok in the summer but it would not work for the winter.

Mr. Bachman stated the biggest issue was hauling around ladders. He was not saying they couldn't make it work but it was not preferred.

Council President Cardoza agreed and thought it could be a safety issue with the ladder.

Council Member Jones was concerned that the City was paying for a new vehicle for the Police Department that year.

Chief McDaniel thought that had been changed to a lease format where for every vehicle needed it is a flat rate including fuel and maintenance. As it prorates out he believed it was about \$16,000.00 a year.

Council Member Buban-Vonder Haar recalled just paying the cost of a vehicle in prior years but built into the City's contract was also all of the maintenance costs. She asked if the City of Kuna paid for everything regarding that vehicle, why, at the end of the vehicles usefulness, it would suddenly not belong to the City. That was what she struggled with. In her 10 year experience the City had only ever received 1 car.

Chief McDaniel responded that begged a whole other discussion. The Sheriff was trying to change that though so there weren't those hard feelings; it was changed to a lease per year per vehicle.

Council Member Buban-Vonder Haar appreciated the change to try to deal with the issue but she still had some angst about the fact the City paid for numerous vehicles over the years and at the end of the day the Sheriff's Department gets to keep them and do whatever they want with them while the City was begging for scraps and getting cars they didn't need.

Chief McDaniel understood her concern and wished he had a better answer for her. He had to fall back on the overall cost of the Sheriff's Office for the level of service Kuna got per resident. Kuna was the best in the state hands down.

Council Member Buban-Vonder Haar did not disagree but the City was also paying the same cost anyone else who contracted with the Sheriff's Office would pay. People got paid the same whether they worked in Kuna or somewhere else in Ada County.

Chief McDaniel replied that was correct. The Sheriff had it on an as needed basis depending on their situation. If it was something he could do he definitely wanted to do it. Unfortunately that year they needed the backup cars and it didn't work out that year. They tried to be fair between the other cities as well. He did not think the other 2 cities were get anything either.

Council Member Buban-Vonder Haar asked if there was any way the City could decline the Crown Vic and ask to be put on the top of the list for a Tahoe for the next year.

Chief McDaniel said he would be happy to bring that up.

Council Member Buban-Vonder Haar preferred to see if Kuna could get priority consideration for a different vehicle the City would want rather than pay to maintain a car the City would not use very much but she would defer to staff.

Chief McDaniel said there was still the possibility a vehicle that would work could become available but he could not commit anything.

Mr. Bachman explained it was not so big a deal for the vehicle to have 4-wheel drive as it was for it to be an SUV or a 2-wheel drive truck.

Council Member Buban-Vonder Haar added it was a cargo space issue.

Council President Cardoza thought maybe the Mayor should remind Dave Case the City paid taxes to the County and paid out of the General Fund for the police on top of taxes sometimes. It was kind of a double whammy.

Mayor Stear stated he had not heard about the Crown Vic.

Council Member Buban-Vonder Haar said they could chat about it offline.

Council Member Buban-Vonder Haar wanted to follow up on the acquisition of the City Shop Yard. They had briefly talked the last time about exploring other options including a swap. She asked how comfortable Mr. Bachman was with pulling it or if it was important to keep it that amount in.

Mr. Bachman thought it was more realistic that the City would end up purchasing it. The property they wanted was 20 acres in exchange for 2.6 acres. He went back to them and asked them to look at the front 3 acres which the City had already decided was not really usable for the City anyways. They went ahead and ordered an appraisal of their property to further the discussion but his guess was that the City would most likely be purchasing it.

Council Member Buban-Vonder Haar asked if she was remembering correctly that they thought they would need to rebuild the shop anyway.

Mr. Bachman replied yes, the funds requested were for building a new shop. The land purchase was in the 2017 budget and the additional funds for the new budget were to build a new shop.

Council Member Buban-Vonder Haar asked the City's cost for renting or leasing.

Mayor Stear responded \$550.00 a month.

Council Member Jones said \$480.00 or something like that.

Council Member Buban-Vonder Haar said that under \$6,000.00 a year was a pretty big difference from \$175,000.00. She asked how terrible would it be to continue leasing it if a swap could not be worked out.

Mr. Bachman explained the biggest problem with that was space. They were running out of room everywhere and they could not build anything on the property if they were leasing it. They could possibly renegotiate the lease to where they could build on it if they wanted.

Council Member Buban-Vonder Haar asked if the lease was for the whole 2.3 acres or just for the shop.

Mr. Bachman replied the whole thing.

Council Member Buban-Vonder Haar asked the likelihood of being able to renegotiate the lease and how it would work with any additions the City added.

Mr. Bachman had not had that conversation but could talk to Laurie at ACHD to see how they might feel about that.

Council Member Buban-Vonder Haar was thinking for how much the City was over budget it made her nervous to spend a third of the whole contingency before the year even started. She would feel a lot more comfortable leasing for another year or working out a property swap.

Mayor Stear said if they did the property swap for the 3 acres he was talking about there were no services there and there wouldn't be any services there any time in the near future so the value of that 3 acres was much less than the value of the 3 acres with the shop on it. The credit on it would probably be \$15,000.00 maybe \$20,000.00 at best. They would still be looking at a substantial investment. He also did not know how selling 3 out of the 20 acres would work for the rest of the 20 acres. The easiest way out seemed to be to just purchase the property with the shop on it. The existing shop could be used for storage and a shop they could actually function in could be built.

Council Member Buban-Vonder Haar asked if they would be open to a lease to own or even a buying it over the course of a couple years.

Mr. Bachman had not talked to them about that.

Council President Cardoza suggested looking at some of ACHD's property on Deer Flat. They had discussed making it a park and ride but never came to an agreement on that.

Council Member McPherson asked if he was referring to the property by Ridley's.

Council President Cardoza responded west of Ridley's on Deer Flat.

Council Member McPherson said that property was not even an acre.

Council Member Jones asked if Mr. Bachman had looked at any of the property the City currently owned to see if any would be feasible to build a shop.

Mr. Bachman replied the biggest reason for the ACHD lot was the location. It was centrally located for anybody that broke anything. It had easy access. They had looked at some other properties and did not think there was anything right downtown. He did not see anywhere else they could use that had services to it and was centrally located. When they had the maintenance shop out at the treatment plant it was costing too much labor and lost time to drive out there to work on something that should be worked at right downtown.

Council Member Buban-Vonder Haar suggested talking to the Grange. The whole big back yard had not had pressure irrigation since the line got bent by a City truck.

They had to mow it constantly which was really difficult for the older members so it was not being used for anything. She figured since the City would already be in that area to run lines down to the splash pad it might be a perfect time to pipe anything else they might need there.

Mr. Bachman said he had looked at that but it was too small. It would need to accommodate much more than a shop; there was also gravel storage, equipment storage, sand storage, bark storage, top soils, and all that stuff and getting everything within a chain link fence. Instead of having to drive somewhere else to get that stuff they could keep an inventory. The big picture was to be more efficient.

Council Member Buban-Vonder Haar suggested he think about it. She had been a grange member for quite a long time and they never used it so she thought they would be open to it.

Mr. Bachman replied he would take a look at it to find out its size.

Council Member Jones stated there was obviously a need for this but he was curious what sort of time frame Mr. Bachman was looking to get this done in. He asked how soon the problem needed to be solved.

Mr. Bachman asked if he could take Council over there to show them what they were doing to accommodate their needs and how difficult it was. If they could buy another year they would figure it out but it was very tight corners. It was very organized but there was no room. They were getting some very nice equipment that should be stored indoors during the winter. They did have the lean-to that covered some of it but not all of it. If it were to be approved they would build it as soon as possible.

Council Member Jones was concerned about delaying the inevitable. He asked if they could buy the property that year and build the next year. They were looking at \$300,000.00 for the whole project.

Council Member Buban-Vonder Haar asked if the \$175,000.00 was just to purchase the land.

Council Member Jones said it was actually \$300,000.00 for the whole thing but \$175,000.00 was coming out of the General Fund.

Mr. Bachman said that was incorrect. There was \$160,000.00 allocated to purchase that property for FY 2017 and the additional money was to build the shop and the approach into it for the next budget. He budgeted \$350,000.00 to build the shop. They could reduce the size of the shop and build it to where they could add onto it over the years and use the existing shop to store equipment in the winter to save some money.

Council Member Jones summarized if they were to remove it from the next fiscal year they would only be removing the shop not the land purchase.

Mayor Stear added the property was being appraised.

Mr. Bachman said there was actually an even better location but he did not think it would be popular, the parking lot behind NAPA Auto Parts by the Senior Center.

Mayor Stear did not think they wanted to store City equipment right in the center of downtown. He thought it was better to stay on the outskirts.

Council President Cardoza asked if City Treasurer John Marsh was looking for any decisions on the budget that night.

Mr. Marsh explained there were 2 options; to set a tentative budget which would allow them to proceed with the public hearing on finalizing the budget in mid-August or set an additional budget workshop between that Council Meeting and the next.

Council President Cardoza asked if they were to go with everything on page 1 of General Fund FY 2018 and did the maximum taxation they would still have a deficit of \$237,000.00 and the Downtown would be an additional \$279,000.00 making the deficit \$516,000.00 not counting the COLA the Sheriff's department may request.

Mr. Marsh thought that was pretty accurate. He believed the entire \$270,000.00 for Downtown Revitalization would not be coming from the General Fund, only about \$111,000.00, so that made it closer to a \$400,000.00 deficit. That would reduce the projected contingency to from \$1.5 million to \$1.1 million.

Council President Cardoza asked if Council wanted to discuss it or have a special meeting.

Council Member Buban-Vonder Haar preferred to discuss it.

Mr. Marsh noted they had the additional funds to discuss after the General Fund but he did not expect them to be as difficult.

Council President Cardoza stated in the past they had taken the material expenses line by line. He asked if Council wanted to do that again or to pull out items of concern to discuss.

Mayor Stear suggested they go over the items they wished to discuss.

Council Member Buban-Vonder Haar inquired about the Economic Development Coordinator New Hire expenditures.

Mr. Marsh explained what the item entailed.

Council Member Buban-Vonder Haar asked if there were already dues and memberships the City already had that would apply to the position.

Mr. Marsh did not have those numbers.

Council Member Buban-Vonder Haar thought that, if they were paying the new hire \$80,000.00 a year, the City shouldn't have to send them to a bunch of training right away.

Mr. Marsh was looking it up to read it off.

Council Member Buban-Vonder Haar asked about the Comprehensive Plan Rewrite FY17 Unspent Carried Forward being listed as an expense.

Mr. Marsh replied they had budgeted \$160,000.00 in the current fiscal year for that. The total cost came in a little bit more than anticipated however, the project spanned 3 fiscal years. They projected what was going to be expended that year and took the rest of that budget out and transferred it to carryover and then budgeted the remainder into the next fiscal year.

Council Member Buban-Vonder Haar clarified they could look at it as funds rolling over from 2017 to 2018.

Council Member Jones clarified those funds were in the \$1.5 million starting number.

Mr. Marsh said that was correct; it was already factored in.

Council President Cardoza directed Council to look at section 3 of page 2 for an item they might want to substitute into section 2 and maybe take something out of section 2 to compensate for section 3.

Mr. Marsh read through the details of what was being budgeted for the Economic Development Coordinator position.

Council Member Jones asked Mr. Marsh about the City Hall Acquisition Reserve of \$24,443.00. Since they had not spent that for that year at that point and he was unaware of any plans to spend it he wanted to know if it was rolled into the \$1.5 million.

Mr. Marsh replied it was.

Council Member Jones wanted to use that line item for something. He did not want to keep carrying it over. He brought up the parks equipment idea again.

Mayor Stear replied they could talk to Parks Director Bobby Withrow about some ideas and bring it back to Council.

Council President Cardoza thought those funds were strictly for acquisition of land.

Mayor Stear explained the original discussion was to build up the contingency fund they had worn down by buying the building but they never came back with anything concrete on what to use the funds for.

Council Member Jones was not opposed to using it as a sinking fund; he just wanted to reassign it to a different description.

Council President Cardoza thought that Council Member Jones had previously suggested using it for land acquisition since that was what it was used for originally and so he thought it was for the ACHD property acquisition.

Council Member Jones said that could be the case but it was never officially decided; he was looking to do something official.

Council President Cardoza asked if Council Member Jones wanted to make a motion on where that money should go or if he wanted to discuss it further with Mayor Stear.

Council Member Jones said he was fine with either. If they were considering purchasing the ACHD property for that year he did not think they would need to use those funds for that purchase. Also the impact fee would help to make parks land acquisitions which was why he was thinking of doing something with parks that could not be done with the impact fee.

Mayor Stear thought that playground equipment for parks the impact fee wouldn't cover would be a good thing to use that money for if Council wanted.

Council Member Jones asked if any of the other Council members had any objections to that or if they wanted something different.

Council Member Buban-Vonder Haar was fine with that. In regards to reading the email from the Humane Society, she thought it made sense. Kuna accounted for 4% of the population the Humane Society served and had comprised of 4.3% – 5.4% of their service calls over the last 3 ½ years. Kuna's total portion of the contract payments was 3.5%. She was not sure if that 3.5% was pre or post \$5,000.00.

Mayor Stear thought \$5,000.00 was a random number they gave the City Treasurer spur of the moment over the phone so he could not say what percentage that actually was.

Council Member Buban-Vonder Haar thought the \$5,000.00 sounded reasonable if Kuna was actually paying for less of the contract than what Kuna comprised of their service calls. She asked to add that \$5,000.00 back in because she was concerned about saying no to it and then no longer having services. She suggested putting \$20,000.00 of the City Hall Acquisition Reserve for parks and using the rest to cover most of the Humane Society increase.

Council Member Jones had no problem with that. He did want to take the \$24,000.00 from the current fiscal year and spend it that year and then budget \$20,000.00 for playground equipment and the remaining balance for the Humane Society for the upcoming fiscal year.

Council Member Buban-Vonder Haar asked Parks Director Bobby Withrow if he could spend that much money before the end of the fiscal year.

Mr. Withrow replied they could do that.

Council President Cardoza thought Mayor Stear and Kuna Police Chief Jon McDaniel were not very happy with the services being provided by the Idaho Humane Society and asked if they were rewarding them with \$5,000.00 for their slow response. He thought more of Kuna's police officers were doing the Humane Society's work because of their inefficient service.

Mayor Stear responded Council Member Buban-Vonder Haar had a valid concern. He and Chief McDaniel had just started those discussions and had no idea where they were going so if Council wanted to add the \$5,000.00 they could and then they could be a bit more aggressive in trying to obtain the level of services needed in Kuna.

Chief McDaniel added that it would have been nice to have that conversation with the Humane Society. He briefly reviewed the month of service they had looked at closely. He thought it would be nice to have some sort of shared services cost.

Council Member Buban-Vonder Haar was supportive of that.

Council President Cardoza asked what the City was currently paying the Humane Society.

Mr. Marsh replied \$61,465.00 without the \$5,000.00.

Council Member Buban-Vonder Haar noted the Humane Society had different set ups with different cities so they could talk to them about modifying those sorts of things as well but she had to take their word regarding the contract payment portion being less than the portion of calls for service. She did not think Kuna could replicate the services they provided.

Council President Cardoza took issue with the lack of reports. He felt there should be some accountability.

Council Member Buban-Vonder Haar was not opposed to getting monthly reports.

Council President Cardoza was willing to work with the \$5,000.00 on the contingency they provide monthly reports to Council and any month they did not provide the report they should not get the \$5,000.00.

Council Member Buban-Vonder Haar disagreed. She did not think they had the luxury of not paying for services rendered if a report was not given. She thought that would lead to no animal services at all very quickly leaving the City scrambling to fill the gap.

Council President Cardoza felt the reports were necessary for accountability to tax payers.

Mayor Stear said the City could ask for reports. The budget was \$61,715.00 for animal control the previous year so the \$5,000.00 would bring it up to \$66,715.00.

Council President Cardoza asked if Council Member McPherson had any changes to the budget he wanted to make.

Council Member McPherson said not at that time.

Council Member Buban-Vonder Haar asked if the extra \$20,000.00 should go to already listed parks projects or if they wanted to use it for new stuff like playground equipment.

Council Member Jones asked Parks Director Bobby Withrow what he was forecasting to need over the next 5 years for the parks that don't have anything.

Mr. Withrow explained there were 3 parks that were really deficient and in the next 5 years he wanted to get something in those parks at approximately \$35,000.00 for each park.

Council President Cardoza asked if the \$25,000.00 was going to be spent at Farm Park.

Council Member Buban-Vonder Haar replied Mr. Withrow would be authorized to spend the \$24,400.00 for 2017 and the \$24,400.00 for 2018 they were discussing using \$4,400.00 for the Humane Society and the remaining \$20,000.00 would go to parks for additional playground equipment. She had noted there were 2 parks projects listed in the budget that added up to \$20,000.00 and was wondering if they should be put it towards those, used for playground equipment, or if they wanted to do both.

Council Member Jones voted both.

Council Member Buban-Vonder Haar was surprised by his willingness to spend money that year.

Council Member Jones replied as much as he would like to remove everything he did not think they had choices on others and they needed to get caught up. He felt they were going to have to take the foregone and the 3%.

Council Member Buban-Vonder Haar responded the Ada County Sheriff's increase was \$290,000.00 and the only way to keep up with that was to take the 3% and the foregone.

Council Member Jones and Council Member Buban-Vonder Haar agreed Kuna needed to get caught up on police.

Council President Cardoza asked Mr. Withrow what his intention was for the projected \$851,286.00 for Park Impact Fees.

Mr. Withrow explained the first thing they wanted to do was buy 10 – 20 acres of land in order to keep the required level of service.

Council President Cardoza asked how much surplus they intended to get to before spending the money.

Mr. Withrow replied that was up to the Park Impact Fee Committee. He had been trying to find some land options to present them in the next couple of meetings. It really depended on the price of land and who they negotiated with.

Mayor Stear added the Park Impact Fee Committee had not been able to meet for a while but with the new members approved that night they could start meeting again to have those discussions.

Council President Cardoza asked if those funds could be used to make soccer fields and a parking lot on the 20 at the bend going north out of town.

Mr. Withrow wanted to say yes because they only included the price of the land and none of the amenities. The problem with that was the lack of water, pressurized irrigation, and sewer.

Council President Cardoza thought the water was being redone by that storage facility.

There was discussion that potable water was available.

Council President Cardoza asked if it would be possible to put in a pump and use hand lines.

Mr. Withrow replied potentially yes but he preferred to do an underground system which they could basically do the same.

Mayor Stear suggested Mr. Withrow go over the properties he had been looking at with City Attorney Richard Roats.

Council Member Buban-Vonder Haar asked if Mr. Marsh had an estimate on how low they would want to drain their reserves.

Mr. Marsh responded he could get that number but he suggested not going any lower than what was in front of them. He would not go below \$1.1 million. The reserves needed to parallel the growth in Kuna.

Council Member Jones asked Mr. Bachman if the building of the shop could be split between 2 years.

Mr. Bachman said yes but asked that if they did do that he be allowed to build whatever he could with the first \$175,000.00 and then add on the second \$175,000.00 the following year.

Council Member Jones was fine with that.

Council Member Buban-Vonder Haar thought he was only asking for \$175,000.00 to begin with.

Council Member Jones explained it was actually \$350,000.00 split over all 4 funds and by splitting that between 2 years it decreased the amount coming out of all 4 funds.

Council Member Buban-Vonder Haar was concerned that might increase the cost of the building.

Mr. Bachman did not think that would be an issue. The only caveat would be the economy.

Council Member Jones stated technically the City Hall Acquisition Reserve Fund had \$39,800.00 of enterprise fund money that had not been reallocated. He suggested putting that money towards the building which would give Mr. Bachman about \$200,000.00.

Mr. Marsh replied that was a good suggestion. He explained how that suggestion would help.

Council President Cardoza asked Mr. Marsh, of the \$1,885,483.00 for the Sheriff, how much of that was payroll that would be hit with COLA.

Mr. Marsh replied the number he had for personnel cost was \$1,785,092.00. He assumed that was all labor and benefits so if that was multiplied by 2% it would be \$35,742.00.

Council President Cardoza clarified that would come out contingency.

Mr. Marsh confirmed that statement.

Council Member Buban-Vonder Haar asked if there were any other thoughts or if they were done with the General Fund. She recapped the changes that had been discussed.

Mr. Marsh asked about property tax.

Council Member Buban-Vonder Haar and Council Member Jones felt they needed to take the 3% and the Foregone.

Mr. Marsh reviewed the Capital Projects Fund and how it mimicked the General Fund. He moved on to the Grant Fund and its projected items including the funds that were donated for a recreation district. He explained that recreation district money could actually go back into the General Fund as long as it was used for recreation purposes.

Council Member Jones asked if that money wasn't needed for the splash pad.

Mr. Marsh responded it was not allocated for the splash pad. The monies allocated were strictly out of General Fund.

Council Member Buban-Vonder Haar added she did not think they realized they had it because the request came mid-year instead of at budget time.

Mr. Withrow stated those funds were included in the prices he had been giving Council because there was only \$160,000.00 out of the General Fund and the remaining \$79,000.00 or \$80,000.00 was supposed to come from the fund for the recreation project.

Mr. Marsh clarified down the road when Mr. Withrow got to that point that was money Council wanted to use for that so they would leave it where it was.

Mr. Marsh asked if there were any questions regarding the Grant Fund. There were none so he moved on to the Park Impact Fee and Capital Projects Fund. He explained what was in that fund and how long until those funds would sunset. Next

he reviewed the Water Fund projects. It was looking pretty healthy and had a pretty healthy reserve.

Mr. Marsh covered the Well Mitigation Fund and the litigation that created the fund. It would expire September 2, 2017 so there would be a resolution going before Council authorizing the funds that were accumulated in the Well Mitigation Fund over to the Water Fund.

Mr. Marsh reviewed the Sewer Fund and the projected deficit. The big item was the Orchard Regional Lift Station. He explained that item dropped from \$2 million to \$1.2 million which told him that item was fluid and the numbers could change. They would have to keep a close eye on it. He asked if there were any questions about the Sewer Fund.

Council Member Jones asked why there was such a substantial jump in Miscellaneous Income.

Mr. Marsh explained that was where they budgeted the transfers from the Late Comers Fee Fund; development reimbursements. That was an item they needed to get ahold of by the end of that fiscal year.

Mr. Marsh moved on to the Irrigation Fund. It was the same structure. He reviewed the deficit and the reserves. There was nothing to be concerned about with the Irrigation Fund from his stand point.

Mr. Marsh reviewed the Solid Waste Fund which was just transfer in and transfer out and explained there were not inflation rates factored in that year. He moved on to the Late Comers Fee Fund. He explained it listed out all the projected reimbursements sitting in the fund and how that worked. Lastly he covered the Agency Fund which was the City's trust fund where they housed money in the Bank of the Cascades for monies the City didn't own but were given to them by others to hold. He stood for questions.

Council Member Jones asked if Public Works Director Bob Bachman had any concerns about any of the funds.

Mr. Bachman did not, he felt very comfortable with where they were at.

Mr. Marsh said he would work up the tentative budget while they discussed the Downtown Revitalization item.

Mayor Stear brought the discussion back to item 7B; the presentation on the Downtown Bid and direction on that.

*(Timestamp 02:49:52)*

Council Member Buban-Vonder Haar appreciated everything Council Member Jones had stated earlier but she had concerns about spending another \$15,000.00 or so on engineering costs to modify a plan that was already thoroughly vetted and consensus had been achieved on, particularly if they were unsure of how much they would actually save by doing that. She asked if Council wanted to discuss saying no to Bid Alternate No. 1 but she knew that was something they had previously specifically approved. She did think that was nice aesthetically and her assumption was as they moved down the street all of the intersections would have all 4 so she did not want it to end up sticking out like a sore thumb. She was not happy about the increase and she understood it was a lot more than they intended to spend but she also appreciated that greater than 60% of the project costs were being borne by entities other than the City. Only 22% of the costs were coming from the actual General Fund. She did not think the pricing would get better by waiting. She felt it was worth considering JUB Engineers' Lisa Bachman's earlier statement that people comment there is always talk about doing something and then nothing ever happens. She hoped having something actually happen would spur excitement and interest in the rest of the project and in getting other things down in Kuna. Council Member Buban-Vonder Haar advocated for spending the full \$111,300.00 that was being requested.

Council Member Jones asked Mrs. Bachman if other downtown revitalizations she had been involved with or looked at provided benefits for the businesses along the area and did they see any increase.

Mrs. Bachman replied there were a lot of benefits related to economic development not just for the businesses but for the community as a whole because it created walkability and connectivity that did not currently exist; there was no shade or landscaping. Another thing was site selectors looking to locate away from downtown still used what downtown looked like and would they want to bring workers to live there as some of their main criteria. There were multiple economic development benefits.

Council Member Jones concurred with Council Member Buban-Vonder Haar's statement. There was not much of a choice. He hoped all the businesses on Main Street understood what that project would do for them and that they would come on board to do something to take advantage of it. He thought they were going to come out around \$1.25 million in contingency after doing everything. That was a little lower than he would like but he assumed the City would still be in a safe spot so he was alright with doing this.

Mrs. Bachman shared she could envision a possible ground breaking ceremony for Kuna Days. A lot of construction would begin shortly after that event and that would also help with a lot of the fundraising being done for art pieces and the different things that would draw more people downtown.

City Clerk Chris Engels asked that if that was Council's decision they make a motion to approve the \$111,300.00 out of contingency in the General Fund and \$167,700.00 out of the Public Works Funds of Water and Pressure Irrigation.

Council Member McPherson agreed with Council Members Buban-Vonder Haar and Jones. They had put a lot of effort into it already and to flush it at that point because building costs might go down would put them in the same boat as the movie theater. He suggested they drop the ball, kick it, and go with it.

Council President Cardoza stated he wanted to remain neutral on the issue at the moment because he was a downtown property owner.

Council Member Jones asked if the projected start date was August 7, 2017.

Brian Smith with JUB responded if they moved forward with this there were some steps in the contract of issuing the notice of award and then the contractor had 15 days to respond. He thought they would be right around that date.

Council Member Jones asked if there was a projected completion.

Mr. Smith replied the completion date in the contract he believed was right around the end of October or first of November.

Council Member Jones asked who business owners could contact if they had questions.

Ms. Engels responded that would be the City.

Council Member Jones asked a reminder be sent out to the affected businesses.

**Council Member Buban-Vonder Haar moved to approve the expenditure of \$111,300.00 out of contingency in the General Fund and \$167,700.00 out of the Public Works Funds of Water and Pressure Irrigation for the Downtown Revitalization Project and to approve the issuance of the Notice of Award and authorizing entering into a contract with Knife River. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.**

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

City Treasurer John Marsh provided the information needed to make a motion regarding the budget. Council returned to the Budget Workshop.

*(Timestamp 03:14:39)*

**Council Member Buban-Vonder Haar moved to adopt the following tentative budget for fiscal year ending September 2018:**

**GENERAL FUND: \$6,370,718.00**  
**CAPITAL PROJECTS FUND: \$443,110.00**  
**GRANT FUND: \$1,100,000.00**  
**PARK IMPACT FEE & CAPITAL PROJECTS FUND: \$851,286.00**  
**WATER FUND: \$6,184,524.00**  
**WELL MITIGATION FUND: \$0.00**  
**SEWER FUND: \$7,345,287.00**  
**IRRIGATION FUND: \$2,786,167.00**  
**SOLID WASTE FUND: \$1,858,827.00**  
**LATE COMERS FUND: \$1,763,609.00**  
**AGENCY FUND: \$384,170.00**  
**CITY GRAND TOTAL: \$29,087,698.00**

**With the public hearing set for 6:00 PM MDT on Tuesday, August 15, 2017 at Kuna City Hall. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.**

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

## **9. Ordinances:**

- A. Consideration to approve Ordinance No. 2017-11 Annexing Greyhawk 6 Subdivision into the Kuna Municipal Irrigation District**  
*(Timestamp 03:01:25)*

**AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE REAL PROPERTY DESCRIBED IN EXHIBIT A AND EXHIBIT B, AND COMMONLY REFERRED TO AS GREYHAWK 6 SUBDIVISION, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED 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 Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2017-11. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2017-11. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.**

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve the summary publication of Ordinance No. 2017-11. Seconded by Council Member McPherson. Motion carried 4-0.**

- B.** Consideration to approve Ordinance No. 2017-12 Annexing Patagonia 2 Subdivision into the Kuna Municipal Irrigation District  
(Timestamp 03:03:16)

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING THE REAL PROPERTY DESCRIBED IN EXHIBIT A AND EXHIBIT B, AND COMMONLY REFERRED TO AS PATAGONIA 2 SUBDIVISION, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT AND CHANGING THE BOUNDARIES THEREOF; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED 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 Member Buban-Vonder Haar moved to waive three readings of Ordinance No. 2017-12. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve Ordinance No. 2017-12. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar, and McPherson.**

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council Member Buban-Vonder Haar moved to approve the summary publication of Ordinance No. 2017-12. Seconded by Council Member McPherson. Motion carried 4-0.**

**10. Mayor/Council Announcements:**

*(Timestamp 03:04:53)*

Council Member Jones noted the opening of the new Idaho Central Credit Union branch.

Council Member Jones inquired for an update on the hole in Swan Falls Road.

Mayor Stear replied that looked like it would be completed at the end of August. He believed the new lid had to be manufactured and there were some depth issues that were going to be resolved at the same time.

Public Works Director Bob Bachman stated that was correct. As soon as the lid was in they would schedule some road closure and get it done.

Council Member Jones asked if that would resolve the problem.

Mr. Bachman responded that was the intent.

Mayor Stear shared an incident involving a City pickup clipping a trailer parked passed the fog line. There was some damage to the pickup and the trailer. He thought it may have also bumped another car.

Council Member Buban-Vonder Haar asked if the City had a minimum property damage value that triggered the employee that caused it to get drug tested.

Mayor Stear answered it was automatic with any accident.

Parks Director Bobby Withrow added the employee was taken in and he was clean. It was just an accident.

Council Member Buban-Vonder Haar shared a work related accident she had experienced when she worked at Costco.

Council Member Jones asked if it was a crime to leave the scene of an accident that involved the injury of an animal.

Kuna Police Chief Jon McDaniel believed the answer to that was no.

City Attorney Richard Roats added to that. *(unintelligible – not on mic)*

Council Member Buban-Vonder Haar thought it would qualify as property damage.

Chief McDaniel thought it was interpreted differently in Idaho State Code but he thought there was a special ordinance for livestock. It depended on open range versus herd district.

The issue was briefly discussed.

Council Member Jones wanted to have a discussion on it in the future.

Mayor Stear suggested looking into it.

City Treasurer John Marsh provided the information needed to make a motion regarding the budget. Council returned to the Budget Workshop.

*(Timestamp 03:14:39)*

**11. Executive Session:**

**12. Adjournment: 9:13 PM**

---

Joe L. Stear, Mayor

ATTEST:

---

Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk*

*Date Approved: CCM 08.01.2017*

City of Kuna

## Payment Approval Report - City Council Approval

Page: 1

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

## 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>2M COMPANY, INC.</b>												
1461	2M COMPANY, INC.	4119629-000	5839	<u>3 BX SPRINKLERS. FOR FARM REMODEL, J MORFIN, FARM, JUL 17</u>	07/17/2017	510.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1082	7/17		
Total 4119629-000:						510.00	.00					
Total 2M COMPANY, INC.:						510.00	.00					
<b>A COMPANY, INC.</b>												
1463	A COMPANY, INC.	B-279211		<u>RENTAL HITECH RESTROOM, SN#GT168, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, WINCHESTER PARK, EOW, PARKS, JUL 17</u>	07/23/2017	90.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	7/17		
Total B-279211:						90.50	.00					
1463	A COMPANY, INC.	B-279228		<u>RENTAL HITECH RESTROOM, SN#GT651, RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, SEGO PRAIRIE NICHOLSON PARK, EOW, PARKS, JUL 17</u>	07/23/2017	90.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	7/17		
Total B-279228:						90.50	.00					
1463	A COMPANY, INC.	B-279273		<u>RENTAL HITECH RESTROOM, SN#BBT416, RENTAL 10.00, SERVICE 88.00, DAMAGE WAIVER 7.50, SADIE CREEK PARK, WKLY, PARKS, JUL 17</u>	07/23/2017	105.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	7/17		
Total B-279273:						105.50	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 2

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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
1463	A COMPANY, INC.	B-279277		<u>HITECH RESTROOM RENTAL, SN#T273. RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, CITY FARM, EOW, JUL 17</u>	07/23/2017	90.50	.00	<u>21-6212 RENT- EQUIPMENT</u>	0	7/17		
Total B-279277:						90.50	.00					
1463	A COMPANY, INC.	B-279391		<u>RENTAL HITECH RESTROOM, SN#KG717. RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, EOW, ARBOR RIDGE PARK, PARKS, JUL 17</u>	07/23/2017	90.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	7/17		
Total B-279391:						90.50	.00					
1463	A COMPANY, INC.	B-279392		<u>RENTAL HITECH RESTROOM, SN#GT765. RENTAL 10.00, SERVICE 73.00, DAMAGE WAIVER 7.50, FARM PARK, EOW, PARKS, JUL 17</u>	07/23/2017	90.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	7/17		
Total B-279392:						90.50	.00					
1463	A COMPANY, INC.	B-279995		<u>HI TECH RESTROOM, SN#ADA508. RENTAL 10.00, SERVICE 170.00, DAMAGE AMERICAN DISABILITIES UNIT WAIVER 7.50, CITY HALL, JUL 17</u>	07/23/2017	187.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	1004	7/17		
Total B-279995:						187.50	.00					
Total A COMPANY, INC.:						745.50	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (RENT)</b>												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14355		<u>ACHD SHOP RENT FOR JULY, PARKS, JUL 17</u>	07/13/2017	148.50	.00	<u>01-6211 RENT- BUILDINGS &amp; LAND</u>	1004	7/17		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14355		<u>ACHD SHOP RENT FOR JULY, WATER, JUL 17</u>	07/13/2017	126.00	.00	<u>20-6211 RENT- BUILDINGS &amp; LAND</u>	0	7/17		

City of Kuna

Payment Approval Report - City Council Approval

Page: 3

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14355		<u>ACHD SHOP RENT FOR JULY, SEWER, JUL 17</u>	07/13/2017	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	7/17		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14355		<u>ACHD SHOP RENT FOR JULY, PI, JUL 17</u>	07/13/2017	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	7/17		
Total 14355:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	AUG 2017		<u>PROSECUTORIAL SERVICES AUG 17</u>	07/10/2017	4,232.81	.00	01-6203 PROSECUTORIAL SERVICES	0	7/17		
Total AUG 2017:						4,232.81	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,232.81	.00					
<b>ASSOCIATION OF IDAHO CITIES</b>												
8	ASSOCIATION OF IDAHO CITIES	200003054		<u>2017 IMA ANNUAL MEETING, R ROATS, JUL 17</u>	05/30/2017	21.45	.00	01-6155 MEETINGS/COMMITTEES	0	6/17		
8	ASSOCIATION OF IDAHO CITIES	200003054		<u>2017 IMA ANNUAL MEETING, R ROATS, JUL 17, WATER</u>	05/30/2017	17.55	.00	20-6155 MEETINGS/COMMITTEES	0	6/17		
8	ASSOCIATION OF IDAHO CITIES	200003054		<u>2017 IMA ANNUAL MEETING, R ROATS, JUL 17, SEWER</u>	05/30/2017	19.50	.00	21-6155 MEETINGS/COMMITTEES	0	6/17		
8	ASSOCIATION OF IDAHO CITIES	200003054		<u>2017 IMA ANNUAL MEETING, R ROATS, JUL 17, PI</u>	05/30/2017	6.50	.00	25-6155 MEETING/COMMITTEES	0	6/17		
Total 200003054:						65.00	.00					
8	ASSOCIATION OF IDAHO CITIES	8551		<u>FY 2018 AIC MEMBERSHIP DUES, JULY 17</u>	07/01/2017	7,160.80	.00	01-6075 DUES & MEMBERSHIPS	0	7/17		



City of Kuna

## Payment Approval Report - City Council Approval

Page: 5

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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
				PLANT, JUL 17	07/13/2017	54.22	.00	20-6165 OFFICE SUPPLIES	0	7/17		
1795	BUYWYZ LLC	105241	5842	2 CS 8X11 COPIER PAPER, 1 CS 11X17 COPIER PAPER, PLANT, JUL 17	07/13/2017	54.22	.00	21-6165 OFFICE SUPPLIES	0	7/17		
1795	BUYWYZ LLC	105241	5842	2 CS 8X11 COPIER PAPER, 1 CS 11X17 COPIER PAPER, PLANT, JUL 17	07/13/2017	20.65	.00	25-6165 OFFICE SUPPLIES	0	7/17		
1795	BUYWYZ LLC	105241	5842	FOR STOCK, UNIBALL BLUE PENS, NOTEBOOKS, POST IT TABS, EXPANDING FILE POCKET FOLDERS, BIC ROUND STIK PENS, 2 CS COPIER PAPER, SHARPIES, ADMIN, JUL 17	07/13/2017	82.18	.00	01-6165 OFFICE SUPPLIES	0	7/17		
1795	BUYWYZ LLC	105241	5842	FOR STOCK, UNIBALL BLUE PENS, NOTEBOOKS, POST IT TABS, EXPANDING FILE POCKET FOLDERS, BIC ROUND STIK PENS, 2 CS COPIER PAPER, SHARPIES, P&Z, JUL 17	07/13/2017	29.36	.00	01-6165 OFFICE SUPPLIES	1003	7/17		
1795	BUYWYZ LLC	105241	5842	FOR STOCK, UNIBALL BLUE PENS, NOTEBOOKS, POST IT TABS, EXPANDING FILE POCKET FOLDERS, BIC ROUND STIK PENS, 2 CS COPIER PAPER, SHARPIES, WATER, JUL 17	07/13/2017	76.33	.00	20-6165 OFFICE SUPPLIES	0	7/17		
1795	BUYWYZ LLC	105241	5842	FOR STOCK, UNIBALL BLUE PENS, NOTEBOOKS, POST IT TABS, EXPANDING FILE POCKET FOLDERS, BIC ROUND STIK PENS, 2 CS COPIER PAPER, SHARPIES, SEWER, JUL 17	07/13/2017	76.33	.00	21-6165 OFFICE SUPPLIES	0	7/17		
1795	BUYWYZ LLC	105241	5842	FOR STOCK, UNIBALL BLUE PENS, NOTEBOOKS, POST IT TABS, EXPANDING FILE POCKET FOLDERS, BIC ROUND STIK PENS, 2 CS COPIER PAPER, SHARPIES, PI, JUL 17	07/13/2017	29.36	.00	25-6165 OFFICE SUPPLIES	0	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 6

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 105241:						469.61	.00					
1795	BUYWYZ LLC	105241.1	5842	<u>BACK ORDER FROM INV #105241, BIC ROUND STIK BLACK PENS, JUL 17</u>	07/17/2017	6.97	.00	01-6165 OFFICE SUPPLIES	0	7/17		
Total 105241.1:						6.97	.00					
1795	BUYWYZ LLC	105584	5873	<u>6 EA SHARPIE MEAN STREAK MARKING STICKS TO MARK HYDRANTS, 6 WHITE, 6 YELLOW, WATER, JUL 17</u>	07/19/2017	70.92	.00	20-6165 OFFICE SUPPLIES	0	7/17		
Total 105584:						70.92	.00					
Total BUYWYZ LLC:						547.50	.00					
<b>CANYON HONDA</b>												
844	CANYON HONDA	1433338		<u>IGNITION SWITCH FOR TURE TENDER, PARKS, JUN 17</u>	06/19/2017	64.26	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/17		
Total 1433338:						64.26	.00					
Total CANYON HONDA:						64.26	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	7698	5880	<u>INSTALLED GENERATOR PLUG ON ATS AT MEMORY RANCH LIFT STATION, T.FLEMING, JUL.'17</u>	07/14/2017	92.44	.00	21-6150 M & R - SYSTEM	0	7/17		
Total 7698:						92.44	.00					
147	CUSTOM ELECTRIC, INC.	7699	5880	<u>INSTALLED WIRING FOR NEW DROP OUT CONTACTOR AT HUBBARD LIFT STATION, T.FLEMING, JUL.'17</u>	07/14/2017	255.00	.00	21-6150 M & R - SYSTEM	0	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 7

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 7699:						255.00	.00					
Total CUSTOM ELECTRIC, INC.:						347.44	.00					
<b>EDNETICS INC</b>												
1831	EDNETICS INC	80075		<u>MONTHLY INTERNET SERVICE CHARGES, JUL 17</u>	07/10/2017	95.00	.00	01-6052 <u>CONTRACT SERVICES</u>	0	7/17		
1831	EDNETICS INC	80075		<u>MONTHLY INTERNET SERVICE CHARGES, JUL 17, WATER</u>	07/10/2017	65.00	.00	20-6052 <u>CONTRACT SERVICES</u>	0	7/17		
1831	EDNETICS INC	80075		<u>MONTHLY INTERNET SERVICE CHARGES, JUL 17, SEWER</u>	07/10/2017	65.00	.00	21-6052 <u>CONTRACT SERVICES</u>	0	7/17		
1831	EDNETICS INC	80075		<u>MONTHLY INTERNET SERVICE CHARGES, JUL 17, PI</u>	07/10/2017	25.00	.00	25-6052 <u>CONTRACT SERVICES</u>	0	7/17		
Total 80075:						250.00	.00					
Total EDNETICS INC:						250.00	.00					
<b>ENERGY LABORATORIES, INC.</b>												
1677	ENERGY LABORATORIES, INC.	90548		<u>WATER SAMPLES, C DEYOUNG, WATER, JUL 17</u>	07/13/2017	352.00	.00	20-6152 M & R - <u>LABORATORY COSTS</u>	0	7/17		
Total 90548:						352.00	.00					
Total ENERGY LABORATORIES, INC.:						352.00	.00					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0662246		<u>SENSUS SUPPORT SOFTWARE COVERAGE FROM 9-7-17 TO 9-6-18, WATER, JUL 17</u>	07/19/2017	2,599.92	.00	20-1500 PREPAID <u>INSURANCE</u>	0	7/17		
Total 0662246:						2,599.92	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 8

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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
219	FERGUSON ENTERPRISES INC	5367684	5806	<u>REPAIR TOILET SUPPLIES FOR GREENBELT BATHROOM, J ADAMS, PARKS, JULY 17</u>	07/05/2017	34.04	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	7/17		
Total 5367684:						34.04	.00					
219	FERGUSON ENTERPRISES INC	PY0624925*2		<u>15 EA RETURNED CONNECTORS FOR PROSPECTOR PI, CREDIT MEMO, PI, JUL 17</u>	01/26/2016	-16.62	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	7/17		
Total PY0624925*2:						-16.62	.00					
Total FERGUSON ENTERPRISES INC:						2,617.34	.00					
<b>GEM STATE ELECTRIC</b>												
996	GEM STATE ELECTRIC	113929	5844	<u>HUBBARD PUMP STATION WORK, M.FISETTE, JUL.'17</u>	07/13/2017	231.82	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	7/17		
Total 113929:						231.82	.00					
Total GEM STATE ELECTRIC:						231.82	.00					
<b>HD SUPPLY WATERWORKS LTD</b>												
63	HD SUPPLY WATERWORKS LTD	G248111	5853	<u>20 5/8 REGISTERS FOR METERS, J COX, WATER, JUL17</u>	07/17/2017	1,848.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	7/17		
Total G248111:						1,848.00	.00					
63	HD SUPPLY WATERWORKS LTD	H374193	5828	<u>METERS FOR INSTALLS AND STOCK, C.DEYOUNG, JUL.'17</u>	07/10/2017	1,250.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	7/17		
Total H374193:						1,250.00	.00					
63	HD SUPPLY WATERWORKS LTD	H438884	5828	<u>METERS FOR INSTALLS AND STOCK, C.DEYOUNG, JUL.'17</u>	07/10/2017	10,704.85	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	7/17		



City of Kuna

## Payment Approval Report - City Council Approval

Page: 10

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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
				TO 6-30-17, JUN 17	07/13/2017	22.18	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, B&W COPIES, 6-1-17 TO 6-30-17, JUN 17, P&Z	07/13/2017	7.93	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, B&W COPIES, 6-1-17 TO 6-30-17, JUN 17, WATER	07/13/2017	20.61	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, B&W COPIES, 6-1-17 TO 6-30-17, JUN 17, SEWER	07/13/2017	20.61	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, B&W COPIES, 6-1-17 TO 6-30-17, JUN 17, PI	07/13/2017	7.93	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, COLOR COPIES, 6-1- 17 TO 6-30-17, JUN 17,	07/13/2017	61.55	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, COLOR COPIES, 6-1- 17 TO 6-30-17, JUN 17, P&Z	07/13/2017	22.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, COLOR COPIES, 6-1- 17 TO 6-30-17, JUN 17, WATER	07/13/2017	57.19	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, COLOR COPIES, 6-1- 17 TO 6-30-17, JUN 17, SEWER	07/13/2017	57.19	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		
1619	HOCOCHAN HOLDINGS, INC.	AR555441		MONTHLY COPYCARE, SHARP/MX411ON, SHARP/ MXM503N, COLOR COPIES, 6-1- 17 TO 6-30-17, JUN 17, PI	07/13/2017	22.00	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/17		

City of Kuna

Payment Approval Report - City Council Approval

Page: 11

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 AR555441:						299.19	.00					
Total HOCOCHAN HOLDINGS, INC.:						652.69	.00					
<b>IDAHO DEPARTMENT OF FISH AND GAME</b>												
1884	IDAHO DEPARTMENT OF FISH AND GAME	071817KRP		<u>MK NATURE CENTER. 40 STUDENTS AT \$1.75 PER STUDENT. PARKS. JUL 17</u>	07/19/2017	70.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1004	7/17		
Total 071817KRP:						70.00	.00					
Total IDAHO DEPARTMENT OF FISH AND GAME:						70.00	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	6/2017		<u>CONTRACT SERVICES, JUN 17</u>	06/01/2017	5,122.08	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	6/17		
Total 6/2017:						5,122.08	.00					
833	IDAHO HUMANE SOCIETY	7/2017		<u>CONTRACT SERVICES JUL 17</u>	07/01/2017	5,122.08	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	7/17		
Total 7/2017:						5,122.08	.00					
833	IDAHO HUMANE SOCIETY	8/2017		<u>CONTRAC SERVICES - AUG 17</u>	07/25/2017	5,122.08	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	7/17		
Total 8/2017:						5,122.08	.00					
Total IDAHO HUMANE SOCIETY:						15,366.24	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	07262017I		<u>ELECTRIC SERVICE FOR JULY 2017 - ADMIN</u>	07/26/2017	254.80	.00	<u>01-6290 UTILITIES</u>	0	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 7/14/2017-7/27/2017

Page: 12

Jul 27, 2017 04:39PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
38	IDAHO POWER CO	072620171		<u>ELECTRIC SERVICE FOR JULY 2017 - SENIOR CENTER</u>	07/26/2017	435.58	.00	<u>01-6290 UTILITIES</u>	1001	7/17		
38	IDAHO POWER CO	072620171		<u>ELECTRIC SERVICE FOR JULY 2017 - STREET LIGHTS</u>	07/26/2017	6,203.43	.00	<u>01-6290 UTILITIES</u>	1002	7/17		
38	IDAHO POWER CO	072620171		<u>ELECTRIC SERVICE FOR JULY 2017 - P &amp; Z</u>	07/26/2017	77.45	.00	<u>01-6290 UTILITIES</u>	1003	7/17		
38	IDAHO POWER CO	072620171		<u>ELECTRIC SERVICE FOR JULY 2017 - PARKS</u>	07/26/2017	984.55	.00	<u>01-6290 UTILITIES</u>	1004	7/17		
38	IDAHO POWER CO	072620171		<u>ELECTRIC SERVICE FOR JULY 2017 - WATER</u>	07/26/2017	12,196.31	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	7/17		
38	IDAHO POWER CO	072620171		<u>ELECTRIC SERVICE FOR JULY 2017 - SEWER</u>	07/26/2017	21,351.06	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	7/17		
38	IDAHO POWER CO	072620171		<u>ELECTRIC SERVICE FOR JULY 2017 - P.I</u>	07/26/2017	17,656.88	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	7/17		
38	IDAHO POWER CO	072620171		<u>ELECTRIC SERVICE FOR JULY 2017 - FARM</u>	07/26/2017	15,777.52	.00	<u>21-6090 FARM EXPENDITURES</u>	0	7/17		
Total 072620171:						74,937.58	.00					
Total IDAHO POWER CO:						74,937.58	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1061295		<u>AD#1647971, LEGAL NOTICE, ORDINANCE 2017-10 - JUL.'17 - P &amp; Z</u>	07/26/2017	67.90	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
1802	IDAHO PRESS TRIBUNE, LLC	1061295		<u>AD#1647981, LEGAL NOTICE, ORDINANCE 2017-11, ANNEXATION, JUL.'17 - P &amp; Z</u>	07/26/2017	53.10	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
1802	IDAHO PRESS TRIBUNE, LLC	1061295		<u>AD#1647991, LEGAL NOTICE, ORDINANCE 2017-12, ANNEXATION, JUL.'17 - P &amp; Z</u>	07/26/2017	53.10	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/17		
Total 1061295:						174.10	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 13

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total IDAHO PRESS TRIBUNE, LLC:						174.10	.00					
<b>IDAHO RURAL WATER ASSOC</b>												
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, B BACHMAN, JUL 17</u>	07/12/2017	27.50	.00	01-6265 TRAINING & SCH00LING	0	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, B BACHMAN, JUL 17, PARKS</u>	07/12/2017	60.50	.00	01-6265 TRAINING & SCH00LING	1004	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, BLDG INSP</u>	07/12/2017	11.00	.00	01-6265 TRAINING & SCH00LING	1005	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, WATER</u>	07/12/2017	4.40	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, SEWER</u>	07/12/2017	4.40	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, B BACHMAN, JUL 17, PI</u>	07/12/2017	2.20	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, D CROSSLEY, WATER</u>	07/12/2017	46.20	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, D CROSSLEY, SEWER</u>	07/12/2017	46.20	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, D CROSSLEY, PI</u>	07/12/2017	17.60	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, R JONES, WATER</u>	07/12/2017	88.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	7/17		
33	IDAHO RURAL WATER ASSOC	11403	5837	<u>WATER QUALITY MONITORING AND SAMPLING TIPS IN NOV.'17, FOR R JONES, PI</u>	07/12/2017	22.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 14

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 11403:						330.00	.00					
Total IDAHO RURAL WATER ASSOC:						330.00	.00					
<b>IDAHO STATE POLICE</b>												
1509	IDAHO STATE POLICE	S7090185		<u>FINGERPRINTS, NEW EMPLOYEE T STOCKDALE, JUN 17</u>	06/14/2017	34.80	.00	<u>01-6052 CONTRACT SERVICES</u>	0	6/17		
1509	IDAHO STATE POLICE	S7090185		<u>FINGERPRINTS, NEW EMPLOYEE T STOCKDALE, JUN 17, WATER</u>	06/14/2017	.88	.00	<u>20-6052 CONTRACT SERVICES</u>	0	6/17		
1509	IDAHO STATE POLICE	S7090185		<u>FINGERPRINTS, NEW EMPLOYEE T STOCKDALE, JUN 17, SEWER</u>	06/14/2017	.88	.00	<u>21-6052 CONTRACT SERVICES</u>	0	6/17		
1509	IDAHO STATE POLICE	S7090185		<u>FINGERPRINTS, NEW EMPLOYEE T STOCKDALE, JUN 17, PI</u>	06/14/2017	.44	.00	<u>25-6052 CONTRACT SERVICES</u>	0	6/17		
Total S7090185:						37.00	.00					
1509	IDAHO STATE POLICE	S7090186		<u>FINGERPRINTS FOR NEW EMPLOYEE B GILLOGLY, PARKS, JUN 17</u>	06/14/2017	37.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1004	6/17		
Total S7090186:						37.00	.00					
Total IDAHO STATE POLICE:						74.00	.00					
<b>IDAHO TOOL &amp; EQUIPMENT, INC.</b>												
1667	IDAHO TOOL & EQUIPMENT, INC.	1424069-0001-		<u>REPLACEMENT SANDER FOR BROKEN ONE, PARKS, B WITHROW, JUL 17</u>	07/21/2017	227.90	.00	<u>01-6175 SMALL TOOLS</u>	1004	7/17		
Total 1424069-0001-01:						227.90	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						227.90	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 15

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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
IDAHO TRACTOR INC												
34	IDAHO TRACTOR INC	PI10550		<u>CABLE FOR LAGOONS BACKHOE, SEWER, JUL 17</u>	07/21/2017	26.46	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17		
Total PI10550:						26.46	.00					
Total IDAHO TRACTOR INC:						26.46	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	100995		<u>REMOTELY CONNECTED TO SERVER TO INCREASE SEND AND REC. MESSAGE LIMIT FOR P&amp;Z. WORKED ON DAWNS FORWARDING PROBLEMS. P&amp;Z, JUL 17</u>	07/09/2017	44.00	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		<u>WORKED WITH J MARSH AND K RICE TO TROUBLESHOOT INTERNET ISSUES, JUL 17</u>	07/09/2017	11.00	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		<u>WORKED WITH J MARSH AND K RICE TO TROUBLESHOOT INTERNET ISSUES, WATER, JUL 17</u>	07/09/2017	14.52	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		<u>WORKED WITH J MARSH AND K RICE TO TROUBLESHOOT INTERNET ISSUES, SEWER, JUL 17</u>	07/09/2017	14.52	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		<u>WORKED WITH J MARSH AND K RICE TO TROUBLESHOOT INTERNET ISSUES, PI, JUL 17</u>	07/09/2017	3.96	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		<u>REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, JUL 17</u>	07/09/2017	3.30	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		<u>REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, WATER, JUL 17</u>	07/09/2017	4.36	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 16

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1595	INTEGRINET SOLUTIONS, INC.	100995		REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, SEWER, JUL 17	07/09/2017	4.36	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, PI, JUL 17	07/09/2017	1.18	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, JUL 17	07/09/2017	3.30	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, PARKS, JUL 17	07/09/2017	7.26	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, BI, JUL 17	07/09/2017	1.32	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1005	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, WATER, JUL 17	07/09/2017	.53	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, SEWER, JUL 17	07/09/2017	.53	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	100995		REMOTELY CONNECTED TO SERVER TO SET UP AND TEST ANTONIO'S EMAIL TO M BORZICK AND B BACHMAN, PI, JUL 17	07/09/2017	.26	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 17

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 100995:						114.40	.00					
1595	INTEGRINET SOLUTIONS, INC.	101098		<u>PRO ACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE &amp; STATUS MONITORING FOR TWO SERVERS, JUL 17</u>	07/15/2017	255.22	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	101098		<u>PRO ACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE &amp; STATUS MONITORING FOR TWO SERVERS, JUL 17, P&amp;Z</u>	07/15/2017	91.15	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	7/17		
1595	INTEGRINET SOLUTIONS, INC.	101098		<u>PRO ACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE &amp; STATUS MONITORING FOR TWO SERVERS, JUL 17, WATER</u>	07/15/2017	236.99	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	101098		<u>PRO ACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE &amp; STATUS MONITORING FOR TWO SERVERS, JUL 17, SEWER</u>	07/15/2017	236.99	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17		
1595	INTEGRINET SOLUTIONS, INC.	101098		<u>PRO ACTION SERVICE AND MAINTENANCE, SERVER PERFORMANCE &amp; STATUS MONITORING FOR TWO SERVERS, JUL 17, PI</u>	07/15/2017	91.15	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17		
Total 101098:						911.50	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,025.90	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482135196613		<u>NATURAL GAS CONSUMPTION 6-13-17 TO 7-11-17, SR CTR, JUL 17</u>	07/12/2017	51.48	51.48	<u>01-6290 UTILITIES</u>	1001	7/17	07/26/2017	
Total 4821351966131771117:						51.48	51.48					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 18

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
37	INTERMOUNTAIN GAS CO	482634665613		<u>NATURAL GAS CONSUMPTION 6-13-17 TO 7-11-17, CITY HALL, JUL 17</u>	07/12/2017	6.48	6.48	<u>01-6290 UTILITIES</u>	0	7/17	07/26/2017	
37	INTERMOUNTAIN GAS CO	482634665613		<u>NATURAL GAS CONSUMPTION 6-13-17 TO 7-11-17, CITY HALL, JUL 17, P&amp;Z</u>	07/12/2017	2.33	2.33	<u>01-6290 UTILITIES</u>	1003	7/17	07/26/2017	
37	INTERMOUNTAIN GAS CO	482634665613		<u>NATURAL GAS CONSUMPTION 6-13-17 TO 7-11-17, CITY HALL, JUL 17, WATER</u>	07/12/2017	6.05	6.05	<u>20-6290 UTILITIES EXPENSE</u>	0	7/17	07/26/2017	
37	INTERMOUNTAIN GAS CO	482634665613		<u>NATURAL GAS CONSUMPTION 6-13-17 TO 7-11-17, CITY HALL, JUL 17, SEWER</u>	07/12/2017	6.05	6.05	<u>21-6290 UTILITIES EXPENSE</u>	0	7/17	07/26/2017	
37	INTERMOUNTAIN GAS CO	482634665613		<u>NATURAL GAS CONSUMPTION 6-13-17 TO 7-11-17, CITY HALL, JUL 17, PI</u>	07/12/2017	2.33	2.33	<u>25-6290 UTILITIES EXPENSE</u>	0	7/17	07/26/2017	
Total 4826346656131771117:						23.24	23.24					
Total INTERMOUNTAIN GAS CO:						74.72	74.72					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	07072017-071		<u>SANITATION RECEIPT TRANSFER 07-07-17 TO 07-13- 17, JUL 17</u>	07/14/2017	57,645.03	57,645.03	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	7/17	07/14/2017	
230	J & M SANITATION, INC.	07072017-071		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE 07-07-17 TO 07-13-17, JUL 17</u>	07/14/2017	-5,695.32	-5,695.32	<u>01-4170 FRANCHISE FEES</u>	0	7/17	07/14/2017	
Total 07072017-07132017:						51,949.71	51,949.71					
230	J & M SANITATION, INC.	07142017-072		<u>SANITATION RECEIPT TRANSFER - 07-14-17 TO 7-20- 17, JULY17</u>	07/21/2017	52,792.56	52,792.56	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	7/17	07/21/2017	
230	J & M SANITATION, INC.	07142017-072		<u>SANITATION RECEIPT TRANSFER - LESS FRANCHISE FEE 07-14-17 TO 7-20-17, JULY17</u>	07/21/2017	-5,215.90	-5,215.90	<u>01-4170 FRANCHISE FEES</u>	0	7/17	07/21/2017	



City of Kuna

## Payment Approval Report - City Council Approval

Page: 20

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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
				BLDG, T SHAFFER, SEWER, JULY 17	07/12/2017	68.56	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	7/17		
Total Y727184:						68.56	.00					
Total KAMAN INDUSTRIAL TECHNOLOGIES:						68.56	.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	0000006-5		T-O ENGINEERS-KUNA SEWER MASTER PLAN, PROFESSIONAL SERVICES FROM 5-1-17 TO 5-31-17, MAY 17	06/14/2017	2,427.50	.00	21-6020_CAPITAL IMPROVEMENTS	1059	7/17		
Total 0000006-5:						2,427.50	.00					
Total KELLER ASSOCIATES, INC.:						2,427.50	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A91873	5831	HOSE ADAPTER, FOR CLEANING GRAFFITI OFF BRIDGES, J.CRUMPTON, JUL.'17 - PARKS	07/11/2017	3.59	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/17		
Total A91873:						3.59	.00					
499	KUNA LUMBER	A92021	5858	BOLTS AND WASHER FOR PICNIC TABLES, PARKS, JUL 17	07/17/2017	57.57	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/17		
Total A92021:						57.57	.00					
499	KUNA LUMBER	A92109	5883	SPRINKLER REPAIR PARTS, J.CRUMPTON, JUL.'17 - PARKS	07/21/2017	4.10	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 21

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 A92109:						4.10	.00					
499	KUNA LUMBER	A92122	5886	<u>STAIN FOR THE PICNIC TABLES, J.CRUMPTON, JUL.'17 - PARKS</u>	07/21/2017	105.27	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total A92122:						105.27	.00					
499	KUNA LUMBER	B102538	5830	<u>4-WAY WATER KEY TOOL TO TURN WATER ON AT BATHROOMS, J.CRUMPTON, JUL.'17 - PARKS</u>	07/11/2017	3.41	.00	<u>01-6175 SMALL TOOLS</u>	1004	7/17		
Total B102538:						3.41	.00					
499	KUNA LUMBER	B102630	5840	<u>PIPE TAPE, STOCK FOR SERVICE TRUCK, M.FISETTE, JUL.'17 - SEWER</u>	07/12/2017	4.46	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	7/17		
Total B102630:						4.46	.00					
499	KUNA LUMBER	B102636	5843	<u>KEYS FOR THE SEASONAL EMPLOYEES, B.WITHROW, JUL.'17</u>	07/13/2017	11.65	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total B102636:						11.65	.00					
499	KUNA LUMBER	B102686	5846	<u>GALVANIZED NIPPLE FOR 6" TRANS PUMP, A.COOK, JUL.'17 - SEWER</u>	07/13/2017	2.51	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17		
Total B102686:						2.51	.00					
499	KUNA LUMBER	B102849	5863	<u>GRAFITTI REMOVER AND HOSE CAP, CLEANING BRIDGE, J CRUMPTON, PARKS, JUL 17</u>	07/18/2017	13.03	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 22

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 B102849:						13.03	.00					
499	KUNA LUMBER	B102852	5864	<u>STENCIL AND TAPE FOR CROSSWALK FLAGS, B WITHROW, PARKS, JUL 17</u>	07/18/2017	7.27	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total B102852:						7.27	.00					
499	KUNA LUMBER	B102906	5869	<u>LUMBER FOR PICNIC TABLES, J.CRUMPTON, JUL.'17 - PARKS</u>	07/19/2017	125.95	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total B102906:						125.95	.00					
499	KUNA LUMBER	B102963	5881	<u>NUTS BOLTS AND SAND PAPER FOR PICNIC TABLES, J.CRUMPTON, JUL.'17 - PARKS</u>	07/20/2017	38.41	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total B102963:						38.41	.00					
499	KUNA LUMBER	B103090	5887	<u>PAINT BRUSHES FOR PICNIC TABLES, J.CRUMPTON, JUL.'17 - PARKS</u>	07/24/2017	14.36	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total B103090:						14.36	.00					
499	KUNA LUMBER	B103221	5903	<u>ALCOHOL, SPRAY BOTTLE FOR STREETLIGHTS, D CROSSLEY, JUL 17</u>	07/26/2017	5.46	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1002	7/17		
Total B103221:						5.46	.00					
499	KUNA LUMBER	E7730	5855	<u>KEYS FOR THE SEASONAL EMPLOYEES, B.WITHROW, JUL.'17</u>	07/14/2017	18.82	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		

City of Kuna

Payment Approval Report - City Council Approval

Page: 23

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 E7730:						18.82	.00					
499	KUNA LUMBER	E7751	5870	<u>WOOD FILLER FOR PICNIC TABLES, J.CRUMPTON, JUL.'17 - PARKS</u>	07/19/2017	3.76	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total E7751:						3.76	.00					
Total KUNA LUMBER:						419.62	.00					
<b>KUNA WELDING</b>												
46	KUNA WELDING	3534		<u>WELD STEEL MAIN LINE PIPE AT THE FARM, HEADER @ WEST WELL, T FLEMING, SEWER, JUL 17</u>	06/07/2017	52.50	.00	21-6090 <u>FARM EXPENDITURES</u>	0	6/17		
Total 3534:						52.50	.00					
Total KUNA WELDING:						52.50	.00					
<b>KWIK SILVER EMBROIDERY</b>												
1769	KWIK SILVER EMBROIDERY	0012859	5851	<u>SHIRTS, 5 EA 2300 GILDAN SAFETY GREEN SHORT SLEEVE, 3 GREEN LONG SLEEVE, 1 LONG SLEEVE DENIM, 11 CITY OF KUNA EMBROIDERY AND FRT CHARGES, FOR R.WARWICK, T.FLEMING, JUL.'17 - SEWER</u>	07/13/2017	135.74	.00	21-6285 <u>UNIFORMS EXPENSE</u>	0	7/17		
Total 0012859:						135.74	.00					
Total KWIK SILVER EMBROIDERY:						135.74	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800256077	5786	<u>TRK #10, BATTERY, B GILLOGLY, PARKS, JUN 17</u>	06/28/2017	80.00	.00	01-6305 <u>VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	6/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 24

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 12800256077:						80.00	.00					
Total LES SCHWAB TIRES:						80.00	.00					
<b>MATHESON TRI-GAS INC</b>												
1871	MATHESON TRI-GAS INC	15714445		<u>RENT FEE FOR GAS BOTTLE AT LAGOONS #7, T FLEMING, SEWER, JUL 17</u>	06/30/2017	26.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	6/17		
Total 15714445:						26.00	.00					
Total MATHESON TRI-GAS INC:						26.00	.00					
<b>MISCELLANEOUS VENDORS 2</b>												
1849	MISCELLANEOUS VENDORS 2	063017		<u>REIMBURSE R WARWICK FOR STEEL TOED WORKBOOTS, SEWER, JUN 17</u>	06/30/2017	150.00	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	7/17		
Total 063017:						150.00	.00					
Total MISCELLANEOUS VENDORS 2:						150.00	.00					
<b>NATHANIEL R. DAVIS</b>												
1528	NATHANIEL R. DAVIS	22	5857	<u>SADIE CREEK FENCE, DOG PARK, B.WITHROW, JUL.'17</u>	07/14/2017	13,225.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1081	7/17		
Total 22:						13,225.00	.00					
Total NATHANIEL R. DAVIS:						13,225.00	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	142679	5824	<u>BELT DRESSING AND ARMOR ALL WIPES. FOR FLEET. B.GILLOGLY, JUL.'17-ADMIN</u>	07/07/2017	4.34	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	7/17		
470	PARTS, INC.	142679	5824	<u>BELT DRESSING AND ARMOR ALL WIPES. FOR FLEET. B.GILLOGLY, JUL.'17-WATER</u>	07/07/2017	1.74	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	7/17		





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
				B.GILLOGLY, JUL.'17 - WATER	07/19/2017	18.00	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	7/17		
470	PARTS, INC.	143710	5872	OIL ABSORBANT, FOR FLEET, B.GILLOGLY, JUL.'17 - ADMIN	07/19/2017	4.30	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	7/17		
470	PARTS, INC.	143710	5872	OIL ABSORBANT, FOR FLEET, B.GILLOGLY, JUL.'17 - WATER	07/19/2017	1.72	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	7/17		
470	PARTS, INC.	143710	5872	OIL ABSORBANT, FOR FLEET, B.GILLOGLY, JUL.'17 - SEWER	07/19/2017	1.72	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	7/17		
470	PARTS, INC.	143710	5872	OIL ABSORBANT, FOR FLEET, B.GILLOGLY, JUL.'17 - P.I	07/19/2017	.86	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	7/17		
Total 143710:						147.71	.00					
Total PARTS, INC.:						403.45	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	821019		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 8/1/17-8/31/17 - WATER	07/14/2017	204.54	.00	20-6140 MAINT. & REPAIR BUILDING	0	8/17		
1021	PEAK ALARM COMPANY, INC	821019		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 8/1/17-8/31/17 - P.I	07/14/2017	51.14	.00	25-6140 MAINT & REPAIR BUILDING	0	8/17		
Total 821019:						255.68	.00					
Total PEAK ALARM COMPANY, INC:						255.68	.00					

RAIN FOR RENT

City of Kuna

## Payment Approval Report - City Council Approval

Page: 28

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
144	RAIN FOR RENT	1072035	5832	<u>VALVES, HOSES, AND FITTINGS FOR THE FARM, C.MCDANIEL, JUL.'17 - FARM</u>	07/11/2017	548.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	7/17		
Total 1072035:						548.00	.00					
Total RAIN FOR RENT:						548.00	.00					
<b>REXEL, INC.</b>												
1613	REXEL, INC.	N301081	5822	<u>PHOTOCELLS FOR STREET LIGHTS, B.GILLOGLY, JUL.'17</u>	07/10/2017	256.14	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1002	7/17		
Total N301081:						256.14	.00					
1613	REXEL, INC.	N459432	5814	<u>FUSES FOR WELL #6 AC UNIT, J.ADAMS, WATER, JUL.'17</u>	07/07/2017	45.83	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	7/17		
Total N459432:						45.83	.00					
Total REXEL, INC.:						301.97	.00					
<b>RIDGEWOOD ENTERPRISES, INC</b>												
1728	RIDGEWOOD ENTERPRISES, INC	099970032	5610	<u>WEED EATER STRING, B.WITHROW, MAY'</u>	05/15/2017	65.99	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total 099970032:						65.99	.00					
Total RIDGEWOOD ENTERPRISES, INC:						65.99	.00					
<b>SHARP ELECTRONICS CORP -LEASE</b>												
1734	SHARP ELECTRONICS CORP - LEASE	5004075124		<u>SHARP COPIER LEASE, 7/1/17- 8/31/17, MODEL #MX2615N - PARKS</u>	07/06/2017	34.65	34.65	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	7/17	07/26/2017	
1734	SHARP ELECTRONICS CORP - LEASE	5004075124		<u>SHARP COPIER LEASE, 7/1/17- 8/31/17, MODEL #MX2615N - WATER</u>	07/06/2017	55.83	55.83	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	7/17	07/26/2017	

City of Kuna

## Payment Approval Report - City Council Approval

Page: 29

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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
1734	SHARP ELECTRONICS CORP - LEASE	5004075124		<u>SHARP COPIER LEASE, 7/1/17- 8/31/17, MODEL #MX2615N - SEWER</u>	07/06/2017	69.31	69.31	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17	07/26/2017	
1734	SHARP ELECTRONICS CORP - LEASE	5004075124		<u>SHARP COPIER LEASE, 7/1/17- 8/31/17, MODEL #MX2615N - P.I</u>	07/06/2017	32.73	32.73	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	7/17	07/26/2017	
Total 5004075124:						192.52	192.52					
Total SHARP ELECTRONICS CORP -LEASE:						192.52	192.52					
<b>SIGNS NOW</b>												
1060	SIGNS NOW	40683	5859	<u>SADIE CREEK DOG PARK SIGNS, C.OSWALD, JUL.'17 - PARKS</u>	07/18/2017	198.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1081	7/17		
Total 40683:						198.00	.00					
Total SIGNS NOW:						198.00	.00					
<b>TATES RENTS, INC.</b>												
59	TATES RENTS, INC.	1020969-5	5884	<u>PIPE PULLER FOR SPRINKLER REPAIRS AT BERNIE FISHER PARK, B.WITHROW, JUL.'17</u>	07/21/2017	148.53	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	7/17		
Total 1020969-5:						148.53	.00					
Total TATES RENTS, INC.:						148.53	.00					
<b>T-O ENGINEERS INC</b>												
1836	T-O ENGINEERS INC	160146-9		<u>PROFESSIONAL SERVICES FROM 6/1/17-6/30-17 - SEWER MASTER PLAN</u>	07/13/2017	8,297.60	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1059	7/17		
Total 160146-9:						8,297.60	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 30

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 T-O ENGINEERS INC:						8,297.60	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	304901	5820	ALUM. CLIPBOARD WITH STORAGE BOX, D.CROSSLEY, JUL.'17 - WATER	07/07/2017	24.05	.00	20-6165 OFFICE SUPPLIES	0	7/17		
265	USA BLUE BOOK	304901	5820	ALUM. CLIPBOARD WITH STORAGE BOX, D.CROSSLEY, JUL.'17 - SEWER	07/07/2017	24.05	.00	21-6165 OFFICE SUPPLIES	0	7/17		
265	USA BLUE BOOK	304901		ALUM. CLIPBOARD WITH STORAGE BOX, D.CROSSLEY, JUL.'17 - P.I	07/07/2017	9.16	.00	25-6165 OFFICE SUPPLIES	0	7/17		
Total 304901:						57.26	.00					
265	USA BLUE BOOK	308553	5838	1 BLUEWHITE INLINE FLOWMETER, T.SHAFFER, JUL.'17 - SEWER	07/12/2017	670.82	.00	21-6150 M & R - SYSTEM	0	7/17		
Total 308553:						670.82	.00					
265	USA BLUE BOOK	308759	5838	20 EA 2 OZ. HAND SANITIZERS, JUL.'17 - SEWER	07/12/2017	47.11	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	7/17		
265	USA BLUE BOOK	308759	5838	1 PH BUFFER PACK, 4 PK RAYOVAC BATTERIES, T.SHAFFER, JUL.'17 - SEWER	07/12/2017	123.38	.00	21-6152 M & R - LABORATORY COSTS	0	7/17		
Total 308759:						170.49	.00					
265	USA BLUE BOOK	313452	5860	REPLACEMENT CHLORINE REFILLS, D.CROSSLEY, JUL.'17	07/17/2017	210.07	.00	20-6151 M & R - PROCESS CHEMICALS	0	7/17		
Total 313452:						210.07	.00					
Total USA BLUE BOOK:						1,108.64	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 31

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
UTILITY REFUNDS #3												
1863	UTILITY REFUNDS #3	10910.02A		<u>PETER PITTS, 326 E 3RD ST, UTILITY REFUND</u>	07/19/2015	2.19	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 10910.02A:						2.19	.00					
1863	UTILITY REFUNDS #3	121720.02		<u>ERIK SCHUFT, 1870 W SEGO PRAIRIE ST. UTILITY REFUND</u>	07/20/2017	87.77	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 121720.02:						87.77	.00					
1863	UTILITY REFUNDS #3	121765.02		<u>MARION VANCE, 863 N CORNFLOWER AVE. UTILITY REFUND</u>	07/14/2017	62.84	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 121765.02:						62.84	.00					
1863	UTILITY REFUNDS #3	131160.01		<u>MATTHEW DUNN, 1501 W RYEGRASS CT. UTILITY REFUND</u>	07/20/2017	70.62	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 131160.01:						70.62	.00					
1863	UTILITY REFUNDS #3	131310.04		<u>MICHAEL BESETTE, 574 N GREAT OAKS AVE. UTILITY REFUND</u>	07/14/2017	72.21	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 131310.04:						72.21	.00					
1863	UTILITY REFUNDS #3	173080.01		<u>SIMPLICITY HOMES, 1454 W KERF ST. UTILITY REFUND</u>	07/20/2017	24.70	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 173080.01:						24.70	.00					
1863	UTILITY REFUNDS #3	173245.01		<u>PLACERVILLE LAND, 442 S ROCKER AVE. UTILITY REFUND</u>	07/20/2017	101.06	.00	99-1075 Utility Cash Clearing	0	7/17		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 32

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 173245.01:						101.06	.00					
1863	UTILITY REFUNDS #3	175019.01		<u>CBH, 1527 W ARMAND ST. UTILITY REFUND</u>	07/20/2017	49.20	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 175019.01:						49.20	.00					
1863	UTILITY REFUNDS #3	240625.02		<u>TYSON DOWNS, 677 N SILTSTONE AVE, UTILITY REFUND</u>	07/20/2017	62.68	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 240625.02:						62.68	.00					
1863	UTILITY REFUNDS #3	250745.02		<u>BRYSON H LIND, 365 W STEPH ST, UTILITY REFUND</u>	07/20/2017	49.16	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 250745.02:						49.16	.00					
1863	UTILITY REFUNDS #3	265106.01		<u>RIVERWOOD HOMES, 2130 W BEIGE ST, UTILITY REFUND</u>	07/14/2017	50.53	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 265106.01:						50.53	.00					
1863	UTILITY REFUNDS #3	274825.03		<u>DANIEL PUTNAM, 3040 W GINGER GOLD DR, UTILITY REFUND</u>	07/14/2017	56.13	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 274825.03:						56.13	.00					
1863	UTILITY REFUNDS #3	310119.01		<u>TOLL BROS, 9344 S COPELAND WAY, UTILITY REFUND</u>	07/20/2017	53.74	.00	99-1075 Utility Cash Clearing	0	7/17		
Total 310119.01:						53.74	.00					
1863	UTILITY REFUNDS #3	91760.02		<u>ELIZABETH DOUGHTY, 1189 N PYRITE AVE, UTILITY REFUND</u>	07/14/2017	68.39	.00	99-1075 Utility Cash Clearing	0	7/17		

City of Kuna

Payment Approval Report - City Council Approval

Page: 33

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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 91760.02:						68.39	.00					
Total UTILITY REFUNDS #3:						811.22	.00					
<b>UTILITY TRAILER SALES OF IDAHO, INC.</b>												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10919		<u>TARP SYSTEM AND TARP FOR DUMP TRUCK, JUL.'17 - PARKS</u>	07/10/2017	501.56	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	7/17		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10919		<u>TARP SYSTEM AND TARP FOR DUMP TRUCK, JUL.'17 - WATER</u>	07/10/2017	662.07	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/17		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10919		<u>TARP SYSTEM AND TARP FOR DUMP TRUCK, JUL.'17 - SEWER</u>	07/10/2017	662.07	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/17		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	AI10919		<u>TARP SYSTEM AND TARP FOR DUMP TRUCK, JUL.'17 - P.I</u>	07/10/2017	180.56	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	7/17		
Total AI10919:						2,006.26	.00					
Total UTILITY TRAILER SALES OF IDAHO, INC.:						2,006.26	.00					
<b>WESTERN BUILDING MAINTENANCE, INC.</b>												
1499	WESTERN BUILDING MAINTENANCE, INC.	0101090-IN		<u>MONTHLY JANITORIAL SERVICES FOR JULY, SENIOR CENTER</u>	07/25/2017	330.33	.00	01-6025 JANITORIAL	1001	7/17		
Total 0101090-IN:						330.33	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0101091-IN		<u>MONTHLY JANITORIAL SERVICES FOR JULY, CITY HALL - ADMIN</u>	07/25/2017	84.93	.00	01-6025 JANITORIAL	0	7/17		
1499	WESTERN BUILDING MAINTENANCE, INC.	0101091-IN		<u>MONTHLY JANITORIAL SERVICES FOR JULY, CITY HALL - P &amp; Z</u>	07/25/2017	30.33	.00	01-6025 JANITORIAL	1003	7/17		
1499	WESTERN BUILDING MAINTENANCE, INC.	0101091-IN		<u>MONTHLY JANITORIAL SERVICES FOR JULY, CITY HALL - WATER</u>	07/25/2017	78.87	.00	20-6025 JANITORIAL	0	7/17		

City of Kuna

Payment Approval Report - City Council Approval

Page: 34

Report dates: 7/14/2017-7/27/2017

Jul 27, 2017 04:39PM

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
1499	WESTERN BUILDING MAINTENANCE, INC.	0101091-IN		MONTHLY JANITORIAL SERVICES FOR JULY, CITY HALL - SEWER	07/25/2017	78.87	.00	21-6025 JANITORIAL	0	7/17		
1499	WESTERN BUILDING MAINTENANCE, INC.	0101091-IN		MONTHLY JANITORIAL SERVICES FOR JULY, CITY HALL - P.I	07/25/2017	30.33	.00	25-6025 JANITORIAL	0	7/17		
Total 0101091-IN:						303.33	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0101092-IN		MONTHLY JANITORIAL SERVICES FOR JULY, TREATMENT PLANT - WATER	07/25/2017	31.50	.00	20-6025 JANITORIAL	0	7/17		
1499	WESTERN BUILDING MAINTENANCE, INC.	0101092-IN		MONTHLY JANITORIAL SERVICES FOR JULY, TREATMENT PLANT - SEWER	07/25/2017	31.50	.00	21-6025 JANITORIAL	0	7/17		
1499	WESTERN BUILDING MAINTENANCE, INC.	0101092-IN		MONTHLY JANITORIAL SERVICES FOR JULY, TREATMENT PLANT - P.I	07/25/2017	12.00	.00	25-6025 JANITORIAL	0	7/17		
Total 0101092-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						708.66	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0359596		RECORDS DESTRUCTION, 6/1/17-6/30/17, ADMIN	07/01/2017	34.30	34.30	01-6052 CONTRACT SERVICES	0	7/17	07/26/2017	
1633	WESTERN RECORDS DESTRUCTION, INC.	0359596		RECORDS DESTRUCTION, 6/1/17-6/30/17, P & Z	07/01/2017	11.03	11.03	01-6052 CONTRACT SERVICES	1003	7/17	07/26/2017	
1633	WESTERN RECORDS DESTRUCTION, INC.	0359596		RECORDS DESTRUCTION, 6/1/17-6/30/17, WATER	07/01/2017	32.46	32.46	20-6052 CONTRACT SERVICES	0	7/17	07/26/2017	
1633	WESTERN RECORDS DESTRUCTION, INC.	0359596		RECORDS DESTRUCTION, 6/1/17-6/30/17, SEWER	07/01/2017	32.46	32.46	21-6052 CONTRACT SERVICES	0	7/17	07/26/2017	

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 7/14/2017-7/27/2017

Page: 35

Jul 27, 2017 04:39PM

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.	0359596		<u>RECORDS DESTRUCTION, 6/1/17-6/30/17, P.1</u>	07/01/2017	12.25	12.25	<u>25-6052 CONTRACT SERVICES</u>	0	7/17	07/26/2017	
Total 0359596:						122.50	122.50					
Total WESTERN RECORDS DESTRUCTION, INC.:						122.50	122.50					
Grand Totals:						261,163.08	99,916.11					

Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R55-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE MAYOR'S SIGNATURE NUNC PRO TUNC ON DOCUMENT 00510 NOTICE OF AWARD FOR THE CITY OF KUNA, IDAHO DOWNTOWN REVITALIZATION PROJECT.**

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

The Mayor's signature is approved nunc pro tunc on the document titled **DOCUMENT 00510 NOTICE OF AWARD** for the City of Kuna, Idaho downtown revitalization project as attached hereto as EXHIBIT A.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 1<sup>st</sup> day of August, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 1<sup>st</sup> day of August, 2017.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**DOCUMENT 00510  
NOTICE OF AWARD**

KUNA DOWNTOWN REVITALIZATION  
(AVENUE E; 4TH ST TO MAIN ST, KUNA)  
J-U-B PROJECT NO. 10-16-080  
ICDBG PROJECT NO. ICDBG-16-III-18-ED  
ITD PROJECT NO. A020(063); KEY NO. 20063

Dated: July 20, 2017

PROJECT: KUNA DOWNTOWN REVITALIZATION

OWNER: CITY OF KUNA

CONTRACT: CITY OF KUNA DOWNTOWN REVITALIZATION PROJECT

BIDDER: KNIFE RIVER CORPORATION - NORTHWEST

ADDRESS: 5450 W GOWEN ROAD; BOISE, IDAHO 83709

You are notified that your Bid dated June 27, 2017 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Kuna Downtown Revitalization Project Base Bid Plus Bid Alternative No. 1 and other related and miscellaneous work.

The Contract Price of your Contract is: \$ 1,047,737.50

3 copies of each of the proposed Contract Documents accompany this Notice of Award.

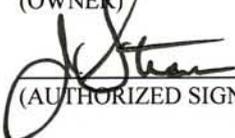
You must comply with the following conditions precedent within 10 calendar days of the date you receive this Notice of Award.

1. Deliver to the OWNER 3 fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), and General Conditions (paragraph 5.01).
3. Other conditions precedent: ICDBG provisions, TAP provisions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you two fully executed counterparts of the Contract Documents.

City of Kuna  
(OWNER)

By:   
(AUTHORIZED SIGNATURE)

Mayor  
(TITLE)



# City of Kuna

## Staff Memo

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

**To:** Kuna City Council

**Case Number:** 17-02-FP – Final Plat;  
Merlin Pointe No. 1  
Subdivision

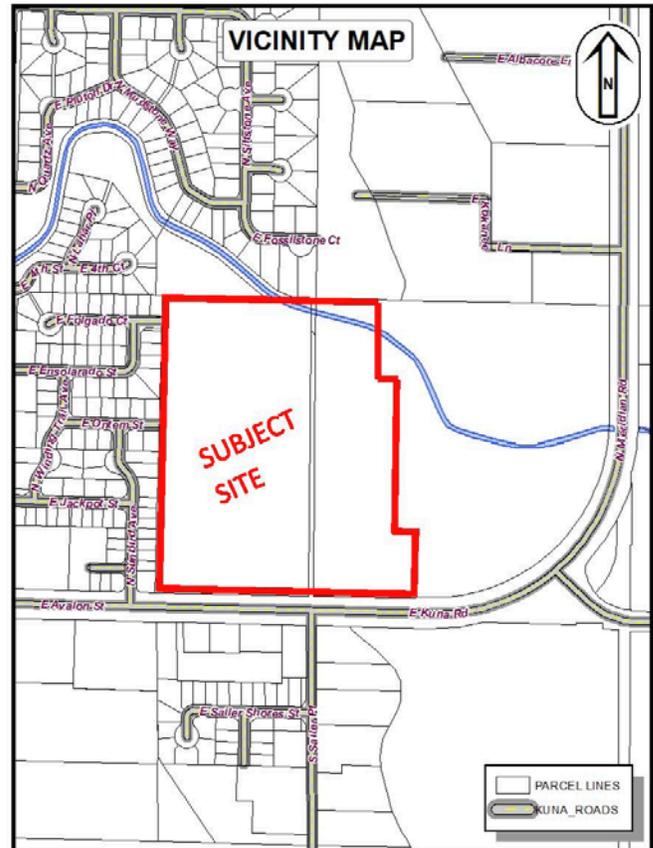
**Location:** 1380 East Kuna Road  
Kuna, Idaho 83634

**Planner:** Trevor Kesner, Planner II

**Meeting Date:** August 1, 2017

**Applicant:** Black Creek, LLP  
PO Box 690  
Meridian, ID 83680  
208.401.0977

**Representative:** A-Team Land Consultants  
Steve Arnold  
1785 Whisper Cove Avenue  
Boise, ID 83709  
208.321.0525  
[Steve@ateamboise.com](mailto:Steve@ateamboise.com)



### A. General Project Facts, Staff Analysis:

1. The applicant requests Final Plat approval for Merlin Pointe Subdivision No. 1. The final plat for Merlin Pointe Subdivision No. 1 proposes Fifty-two (52) residential townhome lots, Six (6) commercial lots and Eight (8) common lots.
2. In accordance with KCC Title 6 Subdivision Regulations, this application seeks final plat approval for the Merlin Pointe Subdivision No. 1. The submitted final plat is in substantial conformance with the approved preliminary plat.

### B. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.

### C. Site Location: 1380 East Kuna Road, Kuna, Idaho 83634 (refer to aerial map).



©COPYRIGHTED

**D. Staff Analysis:**

1. The proposed final plat appears to be in substantial conformance with the approved preliminary plat for the Merlin Pointe No. 1 subdivision. Applicant shall secure all signatures on the final plat check-off list prior to requesting City engineer's signature on the final plat Mylar.



**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

### Final Plat Checklist

A final plat application does not require a public hearing. It will be placed on the City Council agenda as a regular agenda item.

<b>Project name:</b> Merlin Pointe Subdivision No. 1	<b>Applicant:</b> A Team Land Consultants
---------------------------------------------------------	----------------------------------------------

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

Applicant (√)	Description	Staff (√)
✓	Completed and signed Commission & Council Review Application.	✓
✓	All pages of the proposed Final Plat.	✓
✓	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	✓ ←
✓	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	✓
✓	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	✓
N/A	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	✓
✓	A statement of conformance with the following information: ◇ The approved preliminary plat and meeting all requirements or conditions. ◇ The acceptable engineering practices and local standards.	✗
✓	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	✓
✓	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	✗ ✓

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

*JK.*

*This application shall not be considered complete (nor will a meeting date 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.*



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

**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

For Office Use Only	
File Number (s)	17-02-FP
Project name	
Date Received	RECEIVED 6-13-17
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>Black Creek LLP</u>	Phone Number: <u>871-2070</u>
Address: <u>PO Box 690</u>	E-Mail: <u>steve@ateamboise.com</u>
City, State, Zip: <u>Meridian ID, 83680</u>	Fax #: <u>401-0977</u>
Applicant (Developer): <u>A Team Land Conslts</u>	Phone Number: <u>321-0525</u>
Address: <u>1785 Whisper Cove Ave</u>	E-Mail: <u>steve@ateamboise.com</u>
City, State, Zip: <u>Boise, ID. 83709</u>	Fax #: <u>401-0977</u>
Engineer/Representative: <u>A Team Land Conslts</u>	Phone Number: <u>321-0525</u>
Address: <u>1785 Whisper Cove Ave.</u>	E-Mail: <u>steve@ateamboise.com</u>
City, State, Zip: <u>Boise ID. 83709</u>	Fax #: <u>401-0977</u>

#### Subject Property Information

Site Address: <u>1380 E. Kuna Road, Kuna ID. 83634</u>
Site Location (Cross Streets): <u>SH 69 and Avalon Street</u>
Parcel Number (s): <u>R0615254601, S1324449005</u>
Section, Township, Range: <u>Section 24, T.2N, R.1W, B.M.</u>
Property size : <u>27.27</u>
Current land use: <u>Agriculture</u> Proposed land use: <u>Commercial/Res.</u>
Current zoning district: <u>C-1</u> Proposed zoning district: <u>C-1</u>



**Project Description**

Project / subdivision name: Merlin Pointe Subdivision 1

General description of proposed project / request: This phase is 52 townhouse lots, 6 commercial lots, and 8 common lots.

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): Street buffers and Neighborhood Park

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: Outbuildings to be removed

Any existing buildings to remain?  Yes  No

Number of residential units: 52 Townhouse Number of building lots: 52

Number of common and/or other lots: 2

Type of dwellings proposed:

Single-Family \_\_\_\_\_

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

Multi-Family \_\_\_\_\_

Other \_\_\_\_\_

Minimum Square footage of structure (s): 1,200 s.f.

Gross density (DU/acre-total property): 8/acre Net density (DU/acre-excluding roads): 9/acre

Percentage of open space provided: 17% Acreage of open space: 4.6-acres

Type of open space provided (i.e. landscaping, public, common, etc.): Street & residential buffers  
Neighborhood Park

**Non-Residential Project Summary (if applicable)**

Number of building lots: 6 Other lots: 6 common/buffers

Gross floor area square footage: Unknown Existing (if applicable): N/A

Hours of operation (days & hours): Unknown Building height: 35-feet

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

Number and ages of students/children: N/A Seating capacity: N/A

Fencing type, size & location (proposed or existing to remain): Vinyl, and cinder block

Proposed Parking:

a. Handicapped spaces: N/A Dimensions: ----

b. Total Parking spaces: N/A Dimensions: ----

c. Width of driveway aisle: N/A

Proposed Lighting: Decorative street lighting.

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): Berms along SH 69 and all internal road will have buffers for the commercial roads.

Applicant's Signature:  Date: 6-8-17



June 8, 2017

RECEIVED  
6-13-17

Mr. Troy, Senior Planner  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

Dear Troy:

Subject: Modified Final Plat Merlin Pointe Subdivision No. 1

On behalf of Black Creek LLP, A Team Land Consultants presents to the City of Kuna a Final Plat application for the modified Merlin Pointe Subdivision No. 1. The subject property is located at the 1380 E. Kuna Road. The property contains approximately 27.27 total acres, with 52 townhouse lots, 8 common lots, and 6 commercial lots. This is a modification to the previously approved final plat which was 5 residential lots, 4 commercial lots, and 4 common lots. A time extension was approved on January 3, 2017 for this plat. The extension was requested due to a specific tenant was not sure on the lot size they were needing. That is still ongoing. The main reason for the modification is to bring on all the townhouse units to meet the current market demand.

The City Council approved the preliminary plat on November 6, 2013, with 56 townhouse lots and 20 commercial lots. This phase of the final plat substantially complies with the preliminary plat, is in conformance with all provisions of the UDC, and complies with all architectural, engineering, and surveying standards.

Please notify us as early as possible if you should need additional information regarding this application.

Sincerely,  
A Team Land Consultants

A handwritten signature in blue ink that reads 'Steve Arnold'.

Steve Arnold  
Project & Real Estate Manager

Cc: Tom Nicholson  
Scott Nicholson  
Linda Boots



ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=4 VICTORIA BAILEY  
THOMAS NICHOLSON

2015-103419  
11/10/2015 01:50 PM  
AMOUNT:\$19.00

RECEIVED  
6.13.17



WARRANTY DEED

TFI LIMITED PARTNERSHIP, Grantor, does hereby convey, grant and warrant to BLACK CREEK LIMITED PARTNERSHIP, an Idaho Limited Partnership, Grantee, whose current address is P.O. Box 690, Meridian, ID 83680-0690, all of the real property described in Exhibit A and B attached hereto, together with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments, appurtenances, reversions, and remainders appurtenant thereto.

SUBJECT, HOWEVER, to the following:

1. All easements and rights-of-way appearing on record or on the premises.
2. Mineral reservations appearing of record.
3. Covenants, restrictions and zoning regulations as appear of record or by use upon the premises.
4. Current real property taxes, irrigation assessments or other governmental assessments or charges.

SUBJECT TO taxes and assessments for the year 2015 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

The Grantors covenant to the Grantee that they are the owners of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that they will warrant and defend the same from all lawful claims.

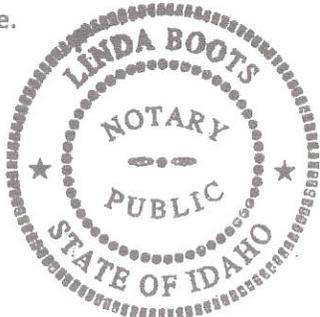
IN WITNESS WHEREOF, the Grantors has executed this instrument on this 9th day of November, 2015.

Thomas T. Nicholson  
Thomas T. Nicholson, General Partner

Scott R. Nicholson  
Scott R. Nicholson, General Partner

STATE OF IDAHO )  
                          ) ss  
COUNTY OF ADA )

On this 9th day of November, 2015, before me, Linda Boots, a Notary Public, personally appeared THOMAS T. NICHOLSON and SCOTT R. NICHOLSON, General Partners, known or identified to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.



Linda Boots  
Linda Boots, Notary Public for Idaho  
My Commission expires 5/31/19  
Residing in Boise, ID



## EXHIBIT A

Lots 1, 3, 5, and 7 in Block 15 of the Amended Plat of a part of the Avalon Orchard Tracts, according to the plat thereof, filed in Book 6 of Plats at Page 254, records of Ada County, Idaho.

EXCEPT that portion of said Lot 7 conveyed to the State of Idaho by deed recorded under Instrument No. 97051060.

All of Block 6 of the Amended Plat of a part of the Avalon Orchard Tracts according to the plat thereof, filed in Book 6 of Plats at Page 254, records of Ada County, Idaho, North and West of Teed Lateral.

EXCEPTING THEREFROM the following described parcel of land:

The Northeastern portion of Lot 1 in Block 6 of Avalon Orchard Tract, lying in the NW4NW4 of Section 30, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, between the North boundary of Lot 1 and the Teed Sublateral, more particularly described as follows:

Beginning at a point 25 feet South of the Northwest Corner of Section 30, Township 2 North, Range 1 East, Boise Meridian;

Thence East parallel to the Northern boundary of Section 30 Lot 1 in Block 6, 1037.6 feet to the REAL POINT OF BEGINNING;

Thence continuing East 151.6 feet to the Eastern boundary of Lot 1 in Block 6;

Thence South 201.5 feet along the Eastern boundary of Lot 1 in Block 6 to the Teed Sublateral;

Thence Westerly South 58°20' West 185 feet following the Teed Sublateral;

Thence North 297.5 feet to the REAL POINT OF BEGINNING.

AND EXCEPT that portion of said Block 6 conveyed to the State of Idaho by deed recorded under Instrument No. 97051068.

All of Block 9 of the Amended Plat of a part of the Avalon Orchard Tracts, according to the plat thereof, filed in Book 6 of Plats at Page 254, records of Ada County, Idaho, North and East of Teed Lateral.

EXCEPT that portion conveyed to the State of Idaho by deed recorded under Instrument No. 97051061.

Lot 4, South of Teed Lateral, Section 19, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT those portions conveyed to the State of Idaho by deed recorded under Instrument No's. 97051063 and 97051064.

The SE4SE4 Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho

EXCEPT right-of-way for Kuna Road.

AND EXCEPT that portion conveyed to the State of Idaho by deeds recorded under Instrument No. 97051066.

## EXHIBIT B

A parcel of land being a portion of the southeast 1/4 of the southeast 1/4 of Section 24, Township 2 North, Range 1 West, Boise Meridian and the southwest 1/4 of the southwest 1/4 of Section 19, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows to with:

Commence at the brass cap marking the southeast corner of said Section 24, Township 2 North, Range 1 West, Boise Meridian;

thence N 0°04'05" E a distance of 34.69 feet to the Northeasterly Right-of-Way of Kuna Mora Road, according to Federal Aid Project No. STR-3782(600), said point being a 5/8" rebar with an orange plastic cap marked "ITD" on a non-tangent curve and the POINT OF BEGINNING;

thence along a curve to the right, coincident with said Northeasterly Right-of-Way of Kuna Mora Road, a distance of 147.18 feet, having a radius of 202.80 feet, a chord bearing of N 60° 16'10" W a distance of 143.98 feet, and a central angle of 41°34'59" to the intersection of the Northwest Right-of-Way of the original SH-69, according to Federal Aid Project No. S356(1) and the Northeasterly Right-of-Way of Kuna Mora Road, according to Federal Aid Project No. STR-3782(600) said point being a 5/8" rebar with an orange plastic cap marked "ITD" on a non-tangent curve;

thence along a curve to the left, coincident with the said Northwest Right-of-Way of the original SH-69, a distance of 229.35 feet, having a radius of 268.61 feet, a chord bearing of N 24°31'44" E a distance of 222.44 feet, and a central angle of 48°55'19" to a 5/8" rebar with an orange plastic cap marked "ITD";

thence N 0°04'05" E, coincident with the said Northwesterly Right-of-Way of the original SH-69, a distance of 104.87 feet to a Right-of-Way monument, said monument being 74.00' right of station 63+48.19 and the Southeast Right-of-Way of the existing SH-69, according to Federal Aid Project No. S356(1) and STP-3782(101), said monument being a point of curvature of a tangent curve;

thence along a curve to the left, coincident with the said Southeasterly Right-of-Way of the existing SH-69, a distance of 170.08 feet, having a radius of 892.53 feet, a chord bearing of N 22°56'18" E a distance of 169.82 feet, and a central angle of 10°55'05" to a Right-of-Way monument, said monument being 74.00' right of station 65+04.18 and the East Right-of-Way of the original SH-69;

thence S 0°04'05" W, coincident with the said East Right-of-Way of the original SH-69, a distance of 261.34 feet to a 5/8" rebar with an orange plastic cap marked "ITD";

## EXHIBIT B (Continued)

Additional Remainder Parcel, a portion of the SE1/4 SE1/4 of Section 24, T2N, R1W, B.M. amd the SW1/4 SW1/4 of Section 19, T2N, R1E, B.M. SH-69, Kuna to Amity Rd.;

thence N 89°55'55" W, coincident with the said East Right-of-Way of the original SH-69. a distance of 8.00 feet to a 5/8" rebar with an orange plastic cap marked "ITD";

thence S 0°04'05" W, coincident with the said East Right-of-Way of the original SH-69, a distance of 276.06 feet to a Right-of-Way monument, said monument being 41.58 feet left of station 3+90.18 and stamped "3+90.20 41.47 LT" and the Northeasterly Right-of-Way of Kuna Mora Road, a non-tangent curve;

thence along a curve to the right, coincident with said Northeasterly Right-of-Way of Kuna Mora Road, a distance of 25.12 feet, having a radius of 202.80 feet, a chord bearing of N 84°36'36" W a distance 25.11 feet, and a central angle of 7°05'53" to the POINT OF BEGINNING;

the above described parcel contains approximately 0.8411 acres and is subject to all easements of record.



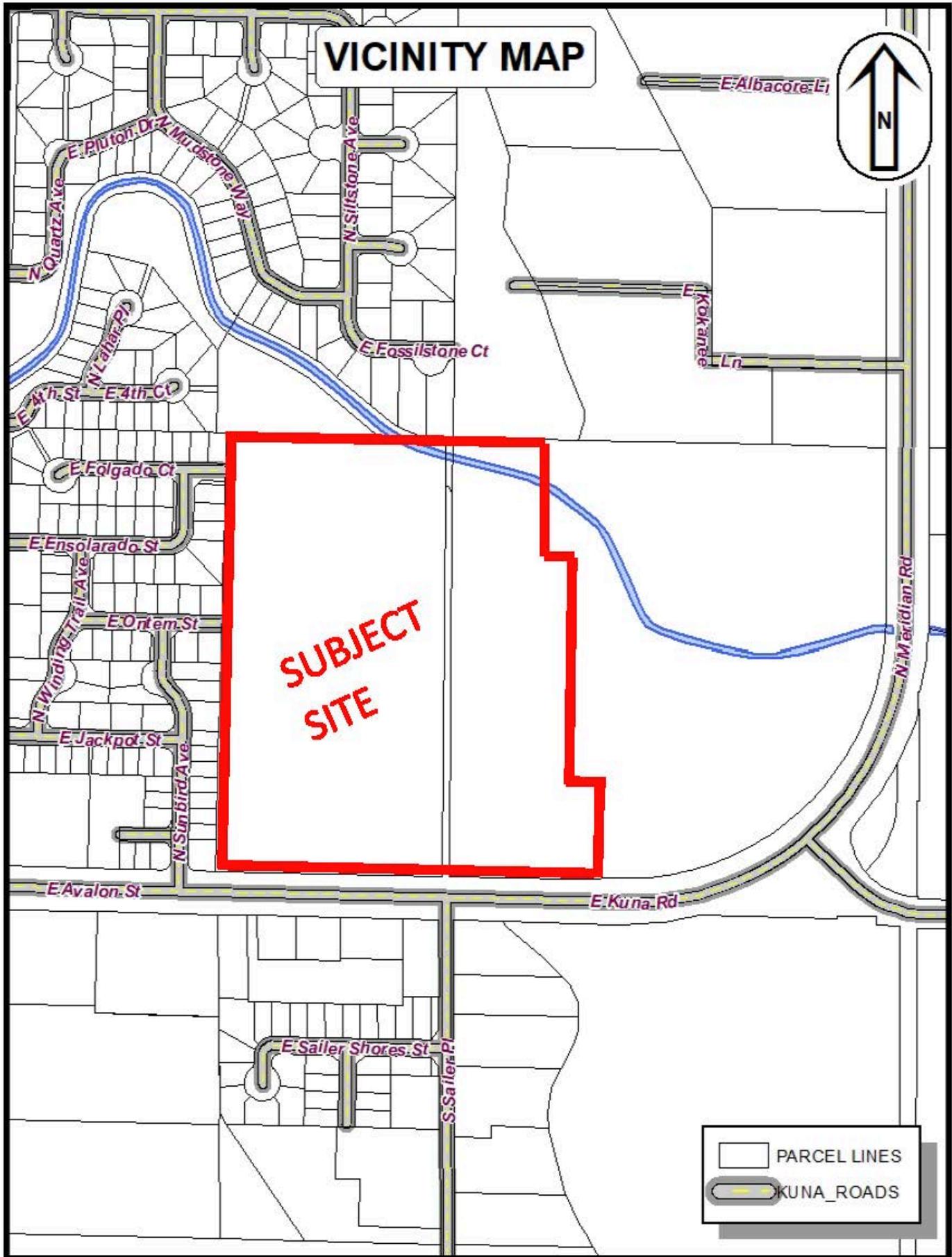
# AERIAL MAP



**SUBJECT  
SITE**

PARCEL LINES

KUNA\_ROADS



RECEIVED  
6-13-17

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**MERLIN POINTE SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by BLACK CREEK, LP, an Idaho Limited Partnership, hereafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as "the Properties," more particularly described as follows:

MERLIN POINTE SUBDIVISION NO. 1, according to the official plat thereof, recorded in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ and \_\_\_\_\_, as Instrument No. \_\_\_\_\_, recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WHEREAS, Declarant desires to subject the above described Properties, to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described, shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations, hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSESSMENT" shall mean a payment required of Association members, including Initiation, Annual, Special and Limited Assessments as provided for in this Declaration.

Section 2. "ASSOCIATION" shall mean and refer to Merlin Pointe Commercial Property Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon to be owned and maintained by the Association for the benefit of the Owners and their invitees. The Common Areas to be owned by the Association are described as follows:

Exhibit  
A-2F

Lots \_\_\_\_, Block \_\_\_\_, Merlin Pointe Subdivision No. 1

Section 4. “DECLARANT” shall mean and refer to BLACK CREEK, LP, an Idaho Limited Partnership, its successors and subject to the provisions of Article XIII, Section 4, its assigns.

Section 5. “DECLARATION” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as it may be amended or supplemented from time to time.

Section 6. “IMPROVEMENT” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 7. “LOT” or “LOTS” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties or portion thereof held in separate ownership.

Section 8. “OWNER” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. “PLAT” shall mean a final subdivision plat covering any real property in Merlin Pointe Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto. “PLAT” shall also mean a final subdivision plat covering any additional real property which may be annexed into the subdivision project described herein pursuant to the provisions of Article XII, below.

Section 10. “PROPERTIES” shall mean and refer to that certain real property hereinabove described.

Section 11. “SUBDIVISION” shall mean the Merlin Pointe Subdivision as shown on a final Subdivision Plat recorded in the Office of the County Recorder, Ada County, Idaho. “SUBDIVISION” shall also include any additional real property shown on a final plat which is annexed into the subject project described herein pursuant to the provisions of Article XII, below.

## ARTICLE II. RIGHTS RESERVED BY DECLARANT

Section 1. Notwithstanding anything to the contrary contained in this Declaration, the Declarant expressly reserves unto:

- (a) Itself, its employees, successors and assigns, its agents, representatives, contractors and their employees, all necessary or convenient easements and rights-of-way on, over, and across all or any part of the streets of the Subdivision for vehicular and pedestrian ingress and egress to and from any part of the Properties, or to and from any adjacent real property owned by Declarant, or its successors or assigns;
- (b) Itself, its successors and assigns (including any district, company or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), all necessary or convenient easements on, over, under, and across all or part of any Lot, together with the utility easements as provided on the Plat for the installation, use, maintenance, and repair of all lines, wires, pipes, and all other things necessary for all such services, provided that any such lines, wires, or pipes shall be underground and further provided that all work done in connection therewith shall be performed with reasonable care and that the surface of said easement areas shall, within thirty (30) days following the completion of such work, be restored to the level and condition that existed prior to the doing of such work; and
- (c) Itself, its employees, successors and their employees the right to use any Lot owned by it, where applicable, to facilitate and complete the development of the Properties, including without limitation the use thereof, where applicable for:
  - (1) Construction, excavation, grading, landscaping, parking, and/or storage;
  - (2) The maintenance and operation of a sales office for sales purposes;
  - (3) The showing to potential purchasers of any unsold Lot or Improvements within the Subdivision; and/or
  - (4) The display of signs to aid in the sale of any unsold Lots or all or part of the Subdivision.

Section 2. Right to Amend Declaration: Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XIII, Section 3, below.

Section 3. Reservation of Development Rights: No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Properties and to construct improvements thereon, nor Declarant's right to maintain construction, sales or leasing offices or similar facilities on any portion of the Properties, nor Declarant's right to post signs incidental to construction, sales or leasing. Any development plans or schemes for the Properties in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the Properties are to be developed or improved.

### ARTICLE III. ENJOYMENT OF COMMON AREA

Each Owner shall have a right and easement to enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of the Association to levy reasonable assessments as provided in Article IV, Section 3, below.
- B. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least two-thirds of the votes of the members of the Association who are voting in person or by proxy at a meeting duly held for this purpose, and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements to utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the consent of at least two-thirds of the vote of the members who are voting in person or by proxy at a meeting duly held for this purpose.
- D. The right of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of that Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, reasonable regulations and restrictions regarding vehicle parking.

### ARTICLE IV. PROPERTY OWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to this Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person

becoming such Owner and shall automatically terminate and lapse when such ownership in said Lot shall terminate or be transferred.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant and shall be entitled to the number of votes which is equal to the percentage of the number of square feet that the area of the Lot or Lots owned by each member bears to the total number of square feet of area contained in all Lots subject to this Declaration. By way of example, if a member owns a Lot containing 10,000 square feet and all of the Lots subject to this Declaration consists of a total of 100,000 square feet, that member is entitled to cast ten (10) votes, his Lot containing 10% of the number of square feet contained in all Lots subject to this Declaration. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall the vote cast with respect to any Lot be split. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be Declarant and shall be entitled to the number of votes which is equal to the percentage that the number of square feet of area in the Lot or Lots owned by Declarant bears to the total number of square feet of area contained in all Lots subject to this Declaration, multiplied by ten (10). The Class B membership shall be converted to Class A membership on the earlier of the date that all Lots owned by Declarant are occupied or title has transferred to a third party. The foregoing notwithstanding, in the event any additional real property owned by Declarant shall be annexed into the subdivision project described in this Declaration pursuant to the provisions of Article XII, below, the Class B membership shall not be deemed to have converted to Class A membership and the Class B membership shall remain in existence (or be deemed reinstated if previously converted to Class A membership) as it respects all Lots owned by Declarant.

Section 3. Assessments: Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Transfer Assessments, Annual Assessments, Special Assessments and Limited Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments: Upon the initial conveyance of each Lot by Declarant, the purchaser thereof shall pay an Initiation Assessment to the Association in the amount of \$\_\_\_\_\_.00. Upon each subsequent transfer of each Lot, the purchaser thereof shall pay a Transfer Assessment to the Association in the amount of \$\_\_\_\_\_.00.

B. Annual Assessments: The Annual Assessment levied by the Association shall be used for the operation, maintenance, repair and improvement of the Common Area and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, and for any other purpose

reasonably authorized by the Board of Directors of the Association. The Annual Assessments shall commence as to a Lot on the first day of the month following the initial conveyance of the said Lot by Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Prior to the first sale of a Lot in the Subdivision and not less than thirty (30) days before the end of each fiscal year, the Board of Directors of the Association shall prepare a budget for the Association for the coming year. In preparing its budget, the Board of Directors shall estimate the common expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. If, during the year, the budget proves to be inadequate for any reason, including non-payment of any Owner's assessment, the Board may prepare a supplemental budget for the remainder of the year. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be divided into equal installments to be paid monthly or quarterly, as determined by the Board of Directors. Subject to the exemptions set forth in Paragraph J, below, the Annual Assessments shall be assessed against the Lots in the same proportion as the number of votes assigned to each Lot as set forth in Section 2, above. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

C. Special Assessments: In addition to the Initiation, Transfer and Annual Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this paragraph above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Subject to the exemptions set forth in Paragraph J, below, the Special Assessments shall be assessed against the Lots in the same proportion as the number of votes assigned to each Lot as set forth in Section 2, above. Any Special Assessment shall be payable over such a period as the Board of Directors shall determine.

D. Limited Assessments: The Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement, for the repair of damage to the Common Area caused by the negligence or willful misconduct of an Owner or his family, guests, invitees, agents, employees, or contractors, or for the correction of any violation of this Declaration, if the responsible Owner has failed or refused to perform such maintenance or repair or to correct such violation after written notice of the necessity thereof has been delivered by the Board of Directors to the responsible Owner. The Board of Directors shall levy a Limited Assessment against the Owner

to reimburse the Association for the cost of such maintenance, repair or corrective action, together with any other cost or expense, including attorney's fees, arising out of or incident to such maintenance, repair or corrective action or the collection of the assessment therefore. Any such Limited Assessment shall be due within fifteen (15) days of the date written notice thereof is delivered to the responsible Owner. The notices required in this paragraph shall be delivered personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association.

E. Uniform Rate of Assessment: The Initiation and Transfer Assessments (but not Annual, Special and Limited Assessments) must be fixed at a uniform rate for non-exempt Lots.

F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Transfer, Annual, Special and Limited Assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs of collection and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

H. Reserved.

I. Certificate of Payment: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

J. Exempt Property: The following property, subject to this Declaration, shall be exempt from the Assessments created herein:

1. All Lots and other property expressly dedicated to and accepted by a local public authority;
2. All Lots and other property owned by the Association;
3. All Lots and other property owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

Section 4. Dissolution: The Association may not be dissolved nor may it be relieved of its maintenance responsibilities and obligations as contained herein without the prior approval of the City of Kuna.

#### ARTICLE V. EASEMENTS

Section 1. Signs: Declarant hereby reserves for the benefit of the Association and the Owners an easement or easements for the placement of common signs, monuments or structures to be owned and maintained by the Association in the locations described in Exhibit A attached hereto, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right to extend power thereto and the right from time to time to remove obstructions which may interfere with the use, occupation or enjoyment of the reserved easement and the use, operation and maintenance of the contemplated signs.

Section 2. Easement for Maintenance: Declarant and the Association shall have a permanent easement to go upon the privately owned property of Owners in the Subdivision to perform maintenance upon the Common Areas, including, but not limited to, snow removal, landscape maintenance, utility service, drainage system maintenance and irrigation water system maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement.

Section 3. Parking Cross Easement: Declarant hereby grants and reserves for the benefit of the Association, the Owners, and their invitees, a perpetual, non-exclusive cross easement for parking purposes on any and all parking areas located on each of the Lots subject to this Declaration as described and/or depicted in Exhibit B attached hereto. The parking rights granted hereby may not be terminated or extinguished without the written consent of all Owners, the Association, and any and all parties having an interest in any Lot in the Subdivision and the City of Kuna. Declarant reserves to itself and the Association the right to install, maintain, replace, and restore such parking lot improvements as may be deemed appropriate by the Declarant or the Association. Any such parking lot improvements shall be maintained in accordance with the provisions of Article VII below. The Association shall have the right to adopt reasonable rules and regulations regarding the use of parking areas by the Owners and their invitees, including but not limited to rules regarding the number and type of vehicles which may be kept on a Lot, the length of time any vehicles may be parked and the location where vehicles may be parked. No parking area located on any Lot shall be modified in size, shape, parking configuration or location without the prior written consent of the Board of Directors of the Association, and all Owners and other parties having any interest in any Lot affected thereby.

Section 4. Cross Access Easement: Declarant hereby grants and reserves, for the benefit of the Association, the Owners and their invitees, a perpetual and indefeasible easement

over and across each of the Lots subject to this Declaration, for the purpose of ingress to and egress from each of the Lots in the Subdivision, such easements being located as described and/or depicted in Exhibit C attached hereto. The perpetual right of ingress and egress over and across the said Lots in the said locations may not be terminated or extinguished, nor may the location thereof be changed, without the written consent of the Board of Directors of the Association, and all Owners and other parties having an interest in any Lot affected thereby. Declarant reserves to itself and the Association the right to install, maintain, replace, and restore such drive aisle improvements as may be deemed appropriate by the Declarant or the Association. Any such improvements shall be maintained in accordance with the provisions of Article VII, below.

#### ARTICLE VI: ACHD STORM WATER DRAINAGE AND RETENTION SYSTEM

Section 1. Ada County Highway District Storm Water and Drainage Easement: Lot \_\_, Block \_\_, and Lot \_\_, Block \_\_, are servient to and contain Ada County Highway District Storm Water Drainage System. These lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the Storm Water Drainage System are dedicated to the Ada County Highway District pursuant to Section 40-2302, Idaho Code. The Master Easement is for the operation and maintenance of the Storm Water Drainage System.

Section 2. Operation and Maintenance: Operation and maintenance of the storm water drainage facilities shall be governed by the Operation and Maintenance Manual of the Storm Water Drainage System in Merlin Pointe Subdivision, which manual may only be modified with the written approval of the Ada County Highway District.

Section 3. Inspection and Maintenance: The Ada County Highway District shall have the right at all times to inspect the storm water drainage facilities and perform any required maintenance and repairs.

Section 4. Assessment and Lien Rights: The Ada County Highway District shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage facilities and shall be entitled to a continuing lien against all Lots for such unpaid assessments for maintenance and repair to the storm water drainage facilities.

Section 5. Approval of Amendments: Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the manual referred to in Section 2, above, having any direct impact or affect on the Ada County Highway District's storm water drainage facilities shall be subject to prior review and approval by the Ada County Highway District.

Section 6. Grading: There shall be no interference with the established drainage pattern over any portion of the Properties, unless an adequate alternative provision is made for proper

drainage and is first approved in writing by the Architectural Control Committee and Ada County Highway District. For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Properties is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Control Committee and/or Ada County Highway District, which may include drainage from the Common Area over any Lot in the Properties.

#### ARTICLE VII. MAINTENANCE RESPONSIBILITY

Section 1. Association Responsibility: The Association shall provide maintenance to and be responsible for the Common Areas and all improvements located thereon, and all Ada County Highway District storm water drainage facilities located on any Lot subject to this Declaration. In addition, the Association shall maintain any common structures, monuments and signage on any Lot which is subject to this Declaration. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner or his invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner’s Lot is subject.

Section 2. Owner Responsibility: Each Owner shall be responsible for maintaining and keeping in good order and repair all buildings, parking lots, drive aisles, landscaping, sidewalks and drainage facilities associated with his buildings, and all other improvements located on such Owner’s Lot except those which are specifically identified herein to be maintained by the Association. Each Owner or occupant shall remove, at his own expense, any rubbish or trash of any character which may accumulate on its Lot and shall, prior to the construction of improvements thereon, be responsible to cut or otherwise control the weeds and other noxious plants on his Lots so as to avoid any unsightly condition or hazard or nuisance to other Lots. If an Owner fails to perform his maintenance responsibilities as set forth herein, the Association shall, upon fifteen (15) days prior written notice to the Owner, have the right to correct such condition, and to enter upon the Owner’s Lot for the purpose of doing so, and seek reimbursement for the cost thereof in accordance with the provisions of Article IV, Section 3, Paragraph D, above.

#### ARTICLE VIII. PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said Properties, or of any interest therein:

Section 1. Lot Use: No Lot shall be used except for such uses as are permitted pursuant to the ordinances of the City of Kuna and have been approved by the Architectural Control Committee as provided hereinbelow. All Lots and Improvements constructed thereon

must comply with all applicable governmental rules, ordinances, laws, statutes, regulations, permits and approvals.

Section 2. Garbage and Refuse Disposal: No part of the Properties shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the Properties except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition and must be maintained in accordance with all applicable laws, ordinances and regulations.

Section 3. Nuisance: No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Owners.

Section 4. Leasing Restrictions: Any lease between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease.

Section 5. Antennas/Satellite Dishes: No exposed radio or television antenna or satellite dishes shall be erected on the Properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion.

Section 6. Material Storage: No building material of any kind shall be placed or stored upon a Lot until the Owner or his builder is ready and able to commence construction and then such material shall be placed within the property setback lines of the Lot upon which the structure is to be erected. The Architectural Control Committee and/or the Association (through its agents) shall have the right to enter upon any vacant Lot for the purpose of burning or removing weeds, brush, growth, or refuse.

Section 7. Hazardous Materials: At no time shall any Owner permit the storage on any Lot of hazardous materials exceeding the amounts specified in the Uniform Building Code from time to time applicable to the Properties.

#### ARTICLE IX. BUILDING RESTRICTIONS

Section 1. Building Restrictions: No buildings shall be erected, altered, placed or permitted to remain on any Lot other than those which have been approved pursuant to the ordinances of the City of Kuna and which have been further approved by the Architectural Control Committee as provided for hereinbelow.

Section 2. Setbacks [and Building Envelopes?]: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as provided for by the ordinances of the City of Kuna [and any building envelopes established by the Architectural Control Committee].

Section 3. Permits: Each Owner shall be responsible to obtain, at his sole expense, such permits as may be required by any governmental authority having jurisdiction thereof for the Owner's proposed use. In addition, each Owner shall be responsible for all fees and charges of any description whatsoever imposed by any governmental authority as a result of the proposed use of the Owner's Lot.

Section 4. Exterior Lighting: Exterior building lighting shall be furnished, installed and maintained on each Lot by the Owner thereof as designated and approved by the Architectural Control Committee. Each Owner shall keep all such exterior lighting operational during all hours of darkness.

Section 5. Landscaping: No landscaping improvements shall be installed until the plans and specifications therefor have been submitted to and approved by the Architectural Control Committee in accordance the provisions of Article X, below. All landscaping improvements shall conform to the approved plans and specifications and guidelines promulgated by the Architectural Control Committee.

Section 6. Signs: No exterior signs shall be installed or maintained on any Lot (or any structure thereon) without first having been approved by the Architectural Control Committee as to the location, size, color, materials and design thereof. Each Owner desiring to install any exterior signage on any Lot (or any structure thereon) shall first submit plans and specification therefor to the Architectural Control Committee for its review and approval in accordance with the provisions of Article X, below.

Section 7. Parking: Each Owner shall be required to construct and install on such Owner's Lot all parking as is required under the ordinances of the City of Kuna or such additional parking as may be required by the Architectural Control Committee.

Section 8. Prosecution of Construction Work: The construction of all buildings and associated Improvements shall be prosecuted diligently and continuously from the time of the commencement thereof until such building and associated Improvements are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within nine (9) months from the date of the commencement of construction, unless prevented by causes beyond the control of the Owner or builder and then only for such extended time as that cause continues. Job sites are to be kept clean during construction. All dirt, nails, gravel and other building materials must be removed from the streets and sidewalks daily. Work vehicles shall not be parked in front of occupied buildings nor shall they block drive aisles. Dumpsters and portable toilets are the responsibility of the Owner or his contractor and shall be kept orderly at all times and shall be emptied on a timely basis. All contractors and subcontractors shall be prohibited from keeping dogs at the jobsite. Each Owner shall be responsible to repair any damage to any road, utility facility or other onsite or offsite improvement caused by the Owner or the Owner's agents or contractors during the construction of any improvements on the

Owner's Lot. In the event an Owner or his contractor shall fail or refuse to comply with the jobsite maintenance requirements of this Section, the Declarant or the Association shall take such remedial action as it deems appropriate, including but not limited to the clean-up of the Properties, the costs of which may be added to and become a part of the Assessment to which such Owner's Lot is subject.

#### ARTICLE X. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant for as long as Declarant shall own any Lot and thereafter by the Board of Directors of the Association at each annual meeting of the Board.

Section 2. Approvals Required: No Improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, nor shall any exterior addition, change or alteration of existing Improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, color, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such Improvements, or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed Improvements or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed Improvements or alteration is in harmony with the surroundings, the effect of the Improvement or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed Improvement or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

- A. Site Plan. A site plan showing the location of buildings and all other structures and Improvements, including parking areas, sidewalks, fences, and walls on the Lot, Lot drainage and all setbacks or other pertinent information related to the Improvements.
- B. Building Plan. A building plan shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicated, by sample, if required by the Architectural Control Committee, all exterior lighting, colors, material and finishes, including roof.
- C. Landscape Plan. A landscape and irrigation plan for that portion of the Lot to be landscaped which shall show the location, type, and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas, and walkways.
- D. Sign Plan. A signage plan showing the location, design, size, color, and material proposed for all exterior signs.

Section 4. Rules and Regulation/Design Guidelines: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such design guidelines as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations and design guidelines may be amended from time to time in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations and design guidelines shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as it permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of

the Ada County Recorder. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7. Waiver: The approval of any plans, drawings, or specifications for any structure, improvements, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee, or the respective members thereof, so long as the Architectural Control Committee, or the respective members thereof acted in good faith on the basis of information they then possessed.

Section 9. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said Improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the completion thereof, any Improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 10. Construction and Sales Period Exception: During the course of construction of any permitted Improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Lots; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale.

## ARTICLE XI: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

- A. A comprehensive policy of public liability insurance.
- B. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law, if applicable.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.
- B. Bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

- C. All policies shall be written by a company licensed to write insurance in the state of Idaho.

## ARTICLE XII: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property into the subdivision project described herein by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the Declarant with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots within the added land shall be the same as in the case of the original land, including, without limitation, the exercise of such voting rights as are set forth in Article IV, Section 2, above. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation: Any such real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of the County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

Section 3. De-Annexation: Declarant may delete all or a portion of the property described in this Declaration and any annexed property from the Properties and from coverage of

this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a notice of de-annexation is recorded in the official records of the County where this Declaration is recorded in the same manner as a notice of annexation. Members other than Declarant as described above, shall not be entitled to de-annex all or any portion of the Properties except on the favorable vote of all Members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Properties.

### ARTICLE XIII: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner or the owner of any recorded Mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the assessment to which such Owners Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted or reserved, may be amended at any time by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3) of the votes of membership; provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights or easements that were reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant may amend this Declaration at any time that Declarant owns real property subject hereto. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other person, corporation or other entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or other entity evidencing its

intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Subject to the foregoing assignment rights, all rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this \_\_\_ day of \_\_\_\_\_, 2017.

DECLARANT: BLACK CREEK, LP

By \_\_\_\_\_, its \_\_\_\_\_

STATE OF IDAHO )  
 : ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of BLACK CREEK, LP, the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

SIGN EASEMENT LOCATIONS

EXHIBIT B

CROSS PARKING AREAS

EXHIBIT C

CROSS ACCESS AREAS



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

**EXHIBIT A-5**

City Clerk  
City of Kuna  
P.O. Box 13  
Kuna, ID 83634

AUGUST 2, 2014

For Recording Purposes  
Do Not Write Above This Line

**TFI, LP (TOM NICHOLSON) ANNEXATION  
DEVELOPMENT AGREEMENT  
(CAR06-00054)**

**RECITALS**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this 11 day of September, 2014, by and between the **City of Kuna**, an Idaho municipal corporation "**City**", and **TFI, LP (Tom Nicholson)**, whose address is **PO Box 690, Meridian, Idaho 83680**, as "**Applicant**", the owner of the property described herein: R0615254601 and S1324449005, hereafter referred to as "**Developer**".

- A. Developer owns certain properties ("**Property**") located in Ada County, particularly, approximately 18.75 acres (R0615254601) and 32.58 acres (S1324449005), two parcels of land located at or near 1380 east Kuna Road, in Kuna, and more particularly described on Exhibit A, attached hereto.
- B. The Developer has applied to the City to rezone the above mentioned parcels, in order to enter the City corporate limits with said properties.
- C. In particular, Developer has submitted applications (Case No.s **13-01-AN, 13-01-DA and 13-01-S**) to annex the previously listed parcels into the corporate limits of the city of Kuna with a C-1 (Neighborhood Commercial District) zone for both parcels. This Agreement concerns the annexation and zone change of said properties.
- D. City and Developer desire to enter into this Agreement, which shall be recorded in the Office of the Ada County Recorder and shall take effect on the date last executed below.
- E. City, pursuant to Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14, has the authority to conditionally rezone the property and to enter into a Development Agreement for the purpose of allowing, by Agreement, annexation of said parcel for a specific purpose or use which is appropriate in the area, and this Agreement contains the conditions required by the City. This Agreement supersedes any conflicting terms and/or conditions in prior agreements or staff reports concerning the land as to obligations between the parties to this Agreement. This Agreement complies with all Kuna Idaho Municipal Code Title 5 zoning regulations and Title 6 subdivision regulations as they are applicable to these land use actions.

- F. The Kuna Planning and Zoning Commission and City Council have independently held public hearings on these land use matters as prescribed by law and have approved the application in accordance with the findings of fact, conclusions of law and conditions of approval set forth in its approval, and all such conditions are included in this Agreement. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code Title 5 and Title 6.
- G. The uses(s) allowed through this conditional annexation are those that are permitted or specially permitted, by way of a special use permit, in the C-1 (Neighborhood Commercial District) zone; or those agreed to, provided they are not in conflict with City code. At time of future development, the City and Developer shall amend this agreement to provide and allow for more aggressive development possibilities if necessary.
- H. The Councils Order of Decision for the annexation and land use zone classification, including all conditions of approval, is hereby made a part of this Agreement. In the event there is a discrepancy or conflict, the stricter condition shall apply unless specifically stated otherwise in this development agreement.

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements stated herein, and for other consideration, the sufficiency of which is hereby acknowledged, City and Developer agree as follows:

#### **1. ZONING ORDINANCE AMENDMENT.**

- 1.1: The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the Property to C-1 (Neighborhood Commercial District). The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of the Agreement. It is possible this Agreement could be modified to accommodate the Developer's future land use plans as they become known, based on the uses and development plans at that time. The Ordinance will become effective after its passage, approval, publication and the execution and recordation of this Agreement.

#### **2. PERMITTED USES.**

- 2.1: **Development According to the Conceptual Site Plan.** Developer agrees to modify this development agreement through public hearing processes and follow City code at the time of future development. The developer has provided a preliminary plat and landscape plan (both are dated 2.26.2013) and shall be relied upon and considered binding site plans. Substantial (as determined by the Director of planning services) modifications to either plan shall require the approval of the Kuna Planning and Zoning Commission and City Council through public hearing processes. However, minor site plan modifications may be approved administratively. The Director of planning services will determine if a change is of minor significance or necessitates legislative review.
- 2.2: **Uses.** Generally speaking, the property is approved for the uses typically associated with a C-1 zone.

- 2.3: **Modification of Allowed Uses.** The uses permitted within this Agreement shall not be modified without complying with the notice and hearing provisions of Idaho Code § 67-6509, provided, however, any specially permitted use(s) in the C-1 may be permitted on the property through issuance of a special use permit.

### 3. CONDITIONS ON DEVELOPMENT.

The following conditions shall apply to the property in the event of future development, expansion or enlargement, as determined by the Director of planning services:

- 3.1: **Bicycle Spaces.** Developer shall provide a minimum of 40 bicycle parking spaces evenly spaced within the project.
- 3.2: **Building Permits.** Developer shall acquire a building permit before construction of the facility. Developer shall comply with the C-1 zone's height and area performance standards found in Kuna City Code (KCC) 5-3-3. Specifically, they shall comply with the following C-1 zone standards:

Maximum Height-	35-feet
Minimum Lot Width	0'*
Front Setback (Local)	15'
Front Setback (Arterial)	0'
Rear Setback	5'
Interior Setback	0'
Street Side	10'
Maximum Lot Coverage	100% <i>(if permitted by other applicable obligations pursuant to this Agreement and the Kuna City Code) Design review will be required for all commercial buildings on site.</i>
Minimum Lot Area	2,000 square feet.

\* The commercial lot width shall be wide enough to accommodate a commercial driveway for the lot frontage accessing the public street where direct driveway access is permitted.

- 3.3: **Construction Etiquette.** Developer shall post and maintain a "rules and regulation sign" at the entryways to the site until construction is complete. The signs are intended for the subcontractors performing the work and should include: (1) no dogs permitted; (2) no loud music permitted; (3) no alcohol or drugs permitted; (4) no abusive language permitted; (5) dispose of personal trash and site debris; (6) clean up any mud and/or dirt that is deposited from the construction site onto the public street; (7) install temporary construction fence to keep debris from blowing off site; (8) no burning of construction or other debris on the property; (9) keep a watering truck on site and employed as necessary to keep dust under control; (10) Site construction shall be limited to the hours of 7:00 am to 7:00 pm daily.
- 3.4: **Curbs, Gutters, Sidewalks and Storm-Water Conveyances.** The use of drainage swales for storm water conveyance in lieu of curb and gutter is prohibited unless it's necessary

to preserve a historical drainage right that would be impeded by the swale's removal and such action is determined by the City engineer. There shall be no mixing of irrigation drainage water and road runoff water. All construction shall be in accordance with Idaho Standards for Public Construction Work (ISPCW) or other standards established by the City engineer.

**3.5: Design Review.**

3.5.1: Commercial development proposed on the Property is subject to the City's design review process.

3.5.2: Design review is required for all proposed new commercial building(s), landscaping, parking lots, entrances, monuments, common areas and/or signage uses.

3.5.3: Commercial buildings and their compositions are subject to design review pursuant to requirements in the Kuna City Code relative to usage of materials, woods, entrances, window arrangement and other considerations.

3.5.4: Any materials employed in the construction of fencing, wall and trash enclosures are subject to design review and/or J&M Sanitations review.

3.5.5: Any fencing and/or wall materials employed in the development are subject to design review pursuant to requirements in the Kuna City Code. See KCC 5-4- 1 thru 17.

**3.6: Driveways and other Approaches.**

3.6.1: Developer agrees future commercial areas and entrances to the site are subject to the Design Review Standards pursuant to requirements in the Kuna City Code (KCC) 5-4-2. The properties have a total of four deeded access points granted from the ITD; however, developer understands and agrees he may lose one-deeded access point in compliance with paragraph 3.6.3. The access points are depicted on the preliminary plat, date stamped 2.26.2013.

3.6.2: All curb returns throughout this development shall be constructed with **28-foot minimum curb return radius.**

3.6.3: Applicant shall change the proposed access point (RIRO - south west part of the site) to meet the ITD requirements or the access point will be eliminated.

3.6.4 If State Highway 69 (SH 69) is realigned so the intersection of Highway 69 and East Kuna Road meet at a four-way intersection, developer agrees to eliminate the conditionally approved curve access (at the developers' expense) to ensure a squared, 4-way intersection and developer will forever relinquish this access point on the curve.

- 3.6.5: When a signal is warranted either by ITD, or at the City's request or due to traffic conditions, it is required to be installed at that time (at developers' proportional expense).
- 3.6.6: Developer shall be allowed full access approaches into the site where East Ensolorado and North Sailer Avenue intersect SH 69 as depicted on the preliminary plat, date stamped 2.26.2013.
- 3.7: **Engineering Calculations/Drawings/Plans/Reports.**
- 3.7.1: At the time of construction, developer shall obtain a letter from the City engineer recommending engineering approval of construction drawings, drainage and storm-water plans.
- 3.7.2: At the time of construction plan submittal, developer shall provide the City engineer with fire flow, water distribution and wastewater calculations and acquire all necessary permits and pay all associated fees. The City engineer will review the water modeling results and provide comments or corrections.
- 3.7.3: At the time of construction plan submittal, a geotechnical report (if required) is subject to the City engineer's review and corrections.
- 3.7.4: Developer shall comply with the approved recommendations of the City Engineer as noted in the submitted memorandum dated August 23, 2013.
- 3.8: **Federal, State, Local and Special Purpose Standards.** Developer shall comply with all applicable federal, state, local and special purpose standards as they apply to the property's development.
- 3.9: **Fencing.** Developer shall construct and place fencing on site according to the City's zoning standards. Developer shall use the approved type of fencing allowed by City code and obtain a fence permit as outlined in City code.
- 3.10: **Fire.**
- 3.10.1: **Hydrants and Water Mains.** Adequate fire protection shall be required in accordance with the appropriate fire district standards. Developer shall meet the requirements of the Kuna Rural Fire District (KFD).
- 3.10.2: **Fire Safety.** Developer shall address fire safety compliance to the Kuna Fire District and City building inspector's satisfaction. The site landscaping shall be designed and maintained to provide fire protection around the building perimeters. The internal roads shall be designed to allow Kuna Rural Fire District access to each building. Developer will place fire hydrants on the property in locations determined by the Kuna Fire Marshall. Fire related signage shall be installed with guidance from the Kuna Fire Marshall. The water model results are to be reviewed and approved by the KFD.

- 3.10.3: Developer shall work with the City & KFD to provide an acceptable turn-around for streets longer than 250', which do not have an approved turn-around.
- 3.11: **Grading Plan.** Developer shall provide a grading plan identifying how the subject property will be graded and contoured. The grading plan shall be reviewed and approved by the City engineer for its compliance with City standards.
- 3.12: **Irrigation.**
- 3.12.1: Developer shall comply with Idaho Code §31-3805 relating to irrigation water use. Irrigation/drainage waters shall not be impeded by on-site construction. Developer shall comply with lawful requirements of the Boise Project Board of Control.
- 3.12.2: At the time of construction plan submittal, developer shall provide the City engineer an irrigation plan for review and approval; if developer uses the City water utility, developer shall acquire all permits and inspections necessary to connect the commercial facility's irrigation system to the City water utility; construct the irrigation system to the City's pressurized irrigation standards; and construct any off-site improvements necessary to connect into the City's water utility.
- 3.12.3: The use of potable water from the City utility shall not be employed for landscape irrigation purposes.
- 3.12.4: Submit a petition before final platting to the City 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 to the Kuna Municipal Pressure Irrigation system of the City.
- 3.13: **Land Use Requirements.**
- 3.13.1: Developer shall comply with the City's land use requirements for commercial zone development or, as modified by this Agreement.
- 3.13.2: Uses other than those existing at time of annexation, permitted, or specially permitted in the C-1 zone shall not be introduced on the property without further land use review or approvals.
- 3.13.3: Developer shall meet all requirements set forth in the City's zoning ordinance or, as modified by this agreement.
- 3.14: **Landscape.**
- 3.14.1: Site improvements will be subject to the City's landscape ordinance and design review processes depending on scope (note: the design review standards may differ from the City's landscape ordinance). The irrigation plan is subject to City engineer review and approval. An underground irrigation source shall be

required for all of the site's landscape elements in accordance with the provisions of **KCC 5-17-11**.

- 3.14.2: Developer has prepared for City review, a detailed landscape plan. The landscape plan is subject to the City's design review process. The landscape plan shall call out the method(s) of re-vegetating common open space and the periphery areas disturbed during any construction activities. The property's entire landscape scheme shall consist of organic materials. Accordingly, no hard-scape (*or gravel or rock*) materials shall be used for landscape purposes.
- 3.14.3: Employ vegetative buffers and landscape berming techniques along the property boundaries to minimize adverse land use impacts [compatibility issues] with the adjoining neighbors. The landscape and buffer techniques shall be detailed in a landscape plan.
- 3.14.4: Developer has submitted a landscape plan to the City forester for review and approval and will be considered a binding plan (date stamped 2.26.2013).
- 3.14.5: The landscape plan shall follow the landscape requirements and guidelines contained within **KCC 5-17-1 through 25**.
- 3.14.6: Developer shall place a landscape buffer along SH 69 a minimum width of 30 feet from the property line in accordance with **KCC 5-2A-7-C**.
- 3.14.7: 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.

3.15: **Outdoor Lighting.**

- 3.15.1: On-site lighting shall be designed and installed to minimize fugitive light and glare and installed so it does not unduly intrude on adjoining properties pursuant to requirements in the Kuna City Code.
- 3.15.2: A lighting plan shall be submitted to the City director of planning services for review and approval in accordance with **KCC 6-4-2-T**.
- 3.15.3: The site lighting plan shall follow the provisions of **KCC 6-4-2-T, and 5-9-5-B**.

3.16: **Parking and Loading Standards.**

- 3.16.1: The Property's parking areas shall be installed in accordance with City parking standards (**KCC 5-9-1 through 5**).
- 3.16.2: Developer shall design and construct the parking area(s) according to approved plans. The parking lot circulation pattern shall be designed so the patrons enter

and exit the parking lots in a forward motion consistent with the provisions of **KCC 5-9-2(G)**.

- 3.16.3: Developer shall pave the area allocated for parking purposes with an approved asphalt material. The parking lot construction and methods of storm drainage mitigation are subject to the City engineer's review and approval. Parking spaces shall be designed where the motorist can enter and exit the spaces without obstruction.
- 3.16.4: Developer shall provide a site plan graphically demonstrating the method of onsite traffic circulation, parking lot placement and loading facility location and satisfy onsite parking space requirements.
- 3.16.5: The site's traffic circulation pattern and parking placement are subject to the Director of planning services review, consistent with the other provisions of this Agreement.
- 3.17: **Permits and Applicable Fees.** Developer shall acquire all permits and pay all applicable fees.
- 3.18: **Plats/Deed.**
- 3.18.1: In the event of a lot line adjustment, lot split, or subdivision, developer shall provide City a recorded record of survey and deed, or recorded plat for the property changes.
- 3.18.2: The applicant's preliminary plat (date stamped 2.26.2013) shall be considered binding site plan, or as modified by Council.
- 3.19: **Sanitary Sewer.**
- 3.19.1: Developer shall connect the property to the City's sanitary sewer system according to City standards; provide the development's sanitary sewer design to the City engineer for review and approval; acquire all of the permits and inspections necessary to connect to the City's sewer utility; construct the sewer system to City standards and construct offsite improvements necessary to connect to the City's sewer utility.
- 3.19.2: Developer shall abandon and dismantle any onsite septic tank system and its component parts, according to City and Central District Health standards. The dismantling of a septic system requires collapsing and removing the lid, backfilling and compaction of the fill area.
- 3.19.3: A sewer study shall be conducted for this site, with consideration to the other TFI, LP properties in the area.

**3.20: Sidewalks and Pathways.**

3.20.1: In accordance with **KCC 6-4-2-Q**, developer shall provide ten-foot (10'), detached concrete sidewalks along the SH 69 Roads frontage. The detached concrete sidewalks shall be a minimum of fifteen-feet (15') from the rights-of-way line. All sidewalks shall be built in accordance with the American with Disabilities Act (**ADA**) accessibility guidelines, as well as to City engineer, ACHD and ITD (Idaho Transportation Department) standards and specifications. The accompanying landscape strip shall have an irrigation system and be reliant upon a non-potable water source. The landscaping elements shall consist solely of organic materials. Developer shall provide a public easement for any sidewalk placed outside public rights-of-way. The placement of the sidewalk outside the public rights-of-way requires City approval. Sidewalks constructed as part of a curb cut installation shall be designed to accommodate the additional loading impacts placed upon it by the weight of the vehicle.

3.20.2: Applicant shall add a trail to at least one side of the Teed Lateral through the site if it is not piped / titled, in conformance with the approved trails map, and City code (KCC 5-17-14).

3.20.2: Developer shall be responsible for snow removal along the sidewalks so they are pedestrian accessible within 24 hours of a snow event.

**3.21: Signage.**

3.21.1: No signs shall be placed on fences, buildings, or other structures unless approved through the City's design review process. Developer shall be in compliance with all signage requirements in place at the time developer seeks a sign permit. See KCC 5-10-1 thru 8.

3.21.2: All site signage and monument placement is subject to the City's design review process to include building identification signage. If site signage or monuments are lighted, they must be designed according to the City's outdoor lighting standards.

3.21.3: Temporary signage placed on the Property's fences, buildings, or other structures for advertising or promotion purposes shall be according to the City's signage placement provisions.

**3.22: Site Plans.** At the time developer applies for a building permit, developer shall provide an overall site/landscape plan, which shall be considered a binding site plan for purposes of the land use application.

**3.23: Storm-water and Drainage.**

3.23.1: The property is subject to the City's storm-water and drainage standards at time of development. Stormwater impacts resultant from the development shall be mitigated in accordance with the City's storm water management policy. The engineer of record shall provide storm-water calculations, which comply with

the City's storm-water policy requirements. The discharge of storm-water or drainage offsite requires written approval from the City and other agencies responsible for receiving the fugitive storm-waters.

3.23.2: Developer shall provide the City engineer with a storm-water management plan and a drainage design plan showing how drainage flows from impervious surfaces will be addressed in compliance with the City's drainage management guidelines. The drainage design plan shall also provide an erosion control plan for a 100-year event and shall depict all proposed site grading.

3.23.3: The City engineer shall approve a surface drainage run-off plan, which has been recommended by Central District Health Department (CDHD). The plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".

3.23.4: Developer shall not construct, grade, fill, clear or excavate the Property until the City engineer approves the storm water management plan and the drainage design plan. The drainage design plan shall include all proposed site grading.

3.23.5: Storm drainage and/or street runoff must be retained onsite.

3.23.6: Design the surface drainage system to minimize "ponding" issues to reduce mosquito breeding problems.

3.24: **Street and Alleys.**

3.24.1: All streets, driveways and alleys shall be constructed in accordance with the standards and specifications adopted by the City, ACHD and ITD. Street functionality shall be determined according to the City's Functional Classified Road Map. Widths for rights-of-way shall be according to the street typologies identified in **KCC 6-3-4-A through D**, or ACHD's standards, whichever standard is more stringent.

3.24.2: Developer shall enter into a license agreement with the transportation authority for landscape maintenance within the public rights-of-way, where applicable.

3.24.3: The following streets need rights-of-way to be dedicated at 51'; East Ontem, East Folgado, East Jackpot and North Olivine.

3.24.4: The following streets need rights-of-way to be dedicated at 61'; East Ensolorado, North Sailer and North Merlin Avenue.

3.24.5: Developer shall comply with City, ACHD and ITD road improvement requirements, the stricter standard shall apply.

3.24.6: Developer shall provide additional rights-of-way and/or easements necessary for utility and road widening purposes as required by the City and other agencies with jurisdiction. Developer shall record these easements with the Ada County Recorder's Office.

- 3.25: **Street Name and Other Street Traffic Signs.** Traffic signage shall be constructed and installed at appropriate street locations in accordance with City, ACHD and ITD standards as applicable.
- 3.26: **Trash Enclosures/Solid Waste.** The site's solid waste disposal strategy is subject to design review. Developer shall provide an enclosed or a sight obscuring structure(s) for all trash collection containers. The design shall be approved by the City and J&M Sanitation services.
- 3.27: **Trees.**
- 3.27.1: Developer shall retain mature trees with diameters exceeding six-inches (6") (if any exist), unless their removal is approved by City staff prior to their removal.
- 3.27.2: Developer shall provide a tree replacement strategy to compensate for tree removal, which provides no net tree loss (in terms of overall tree diameter reductions). Developer's tree removal and replanting strategy is subject to the City arborist and Design Review Committee's approval. Developer shall show the tree planting strategy and method of planting on the landscape plan(s) and provide for a year-round variety of trees that are compatible with the area.
- 3.28: **Underground Storage Tanks, Utilities, Wells or Septic Systems.**
- 3.28.1: Developer shall disconnect any onsite well(s) and septic systems and cap or remove them according to City and Health District standards.
- 3.28.2: If discontinued or impaired underground storage tanks are discovered during construction, they shall be removed or abandoned in accordance with federal, state and local agency requirements.
- 3.29: **Underground Utilities.**
- 3.29.1: Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services.
- 3.29.2: All public utilities shall be placed underground if possible, see **KCC 6-4-2-W**. A utility easement of sufficient width as determined by the City engineer shall be placed around the exterior subdivision boundary for utility and drainage easement purpose. Utilities that cannot be placed underground are subject to the City's design review process.
- 3.30: **Water.**
- 3.30.1: Developer shall connect the property to the City's water system at time of development. Developer shall provide the development's potable water design to the City engineer for review and possible corrections. Developer shall acquire all permits and inspections necessary to connect into the City's water utility.

- 3.30.2: The water lines, meter locations and waterline valves shall be reviewed by the City public works staff and constructed and placed according to City standards. Water lines are to be looped through the property. Developer is responsible for constructing any off-site improvements necessary to connect into the City's water utility.
- 3.31: **Water Rights.** Water rights appurtenant to a tract of land shall be dedicated to the City in sufficient water quantities to offset the development's potential water demands as determined by the City engineer. The land's water rights shall not be sold, abandoned or transferred outside the City or Area of City Impact (ACI). All water rights must be transferred to Kuna City through the adoption of a water rights annexation ordinance.
- 3.31.2: It shall be the responsibility of the developer to secure irrigation water rights prior to the KMID allowing you to connect to the PI system.
- 3.32: **Weeds.** Developer assumes responsibility for the control and removal of noxious weeds if present on the property until the development of the site is complete.
- 3.33: **Miscellaneous.**
- 3.33.1: Applicant shall follow the Highway Overlay District standards within Kuna City Code (KCC 5-2A-1).
- 3.34.1.1: A frontage road shall be placed at least 660' from the centerline of SH 69, in accordance with KCC5- 2A-5-E. This requires the proposed North Merlin Avenue to be moved westward.
- 3.34.1.2: This requires a thirty-foot (30') commercial landscape buffer and a ten-foot (10') sidewalk adjacent the SH 69 frontage, among other requirements listed in KCC 5-2A – 1 thru 8.
- 3.33.2: Applicant shall follow the zoning (KCC Title 5) and subdivision (KCC Title 6) regulations as listed in City code.
- 3.33.3: Land owner/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
- 3.33.4: Applicant shall indicate their intentions for either, piping and/or re-routing and using the Teed Lateral as an amenity, and show the new location of the lateral if being re-routed.
- 3.33.5: Developer shall comply with all current local State and Federal laws.

#### 4. DEFAULT, REMEDIES.

- 4.1: **Default.** If Developer fails to comply with the terms of this Agreement within forty-five (45) days after written notice from the other party specifying the particulars of such

failure, the complaining party may, without prejudice to any other rights or remedies, cure such default, enjoin such violation or otherwise enforce the commitments contained in this Agreement in any manner allowed by law; provided, however, if any failure to comply cannot with diligence be cured within such forty-five (45) day period, if the defaulting party shall commence to cure the same within such forty-five (45) day period and thereafter shall pursue the curing of same with diligence and continuity, then the time allowed to cure such failure may be extended for a period not to exceed 180 days.

- 4.2: **Consent to Rezone on Uncured Default.** In addition to other remedies set forth herein, if Developer fails to cure any material default within 120 days after written notice from City specifying the particulars of such material default, such failure shall be deemed consent to City to rezone the use to a suitable zone as determined by the City Council, pursuant to the requirements of applicable law.
- 4.3: **Waiver; Forbearance.** A waiver or forbearance by one party of any default by the other party of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the party or apply to any subsequent breach of other or future covenants and conditions.

## 5. ATTORNEY FEES.

- 5.1: In the event of any controversy, claim or legal action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party reasonable attorney fees, expenses, and costs incurred by the prevailing party, including fees and costs on any appeal. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

## 6. RECORDATION, EFFECTIVE DATE, AND BINDING EFFECT.

- 6.1: **Recordation.** After approval and execution by City through its authorized agents, developer shall record this Agreement, including all exhibits, against the Property in the real property records of Ada County, Idaho and provide City with a recorded copy of this Agreement.
- 6.2: **Effective Date.** This Agreement shall become effective upon the formal adoption and final publication of the zoning.
- 6.3: **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including the City's governing authority and their successors in office. This Agreement shall run with the land and be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

- 6.4: **Recordation of Termination.** Upon developer's completion of all of its obligations under this Agreement, City shall provide developer, upon request, recordable evidence of City's concurrence that Developer's obligations under this Agreement have been completed.

## 7. GENERAL PROVISIONS.

- 7.1: **Incorporation of Recitals.** The recitals above and the exhibits referenced in this Agreement and attached hereto are incorporated into the Agreement as if set out in full in the body of the Agreement. In the event of a conflict between any exhibit and the body of this Agreement, the Agreement shall control unless otherwise noted.
- 7.2: **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section §67-6509, as required by Kuna City Code, Title 5, Chapter 14.
- 7.2.1 It is anticipated this Agreement will be amended from time to time to accommodate the Developers development pursuits.
- 7.3: **Interpretation.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, and the word "including" shall be construed as if the words "but not limited to" appear immediately thereafter. The headings contained in this Agreement are for reference purposes only and shall not be construed or interpreted so as to limit or define the intent or the scope of any part of this Agreement. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by one of the parties, it being acknowledged that both parties have substantially and materially contributed to the preparation thereof. This Agreement and all rights and obligations of the parties shall be governed, construed, and interpreted under and pursuant to the laws of the state of Idaho.
- 7.4: **Final Agreement; Modifications.** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between developer and City relative to the subject matter hereof and there are no promises, agreements, conditions or understanding, oral or written, express or implied, between developer and City, other than as are stated herein. This Agreement contains all conditions required by the City and supersedes conditions specified in City staff reports and any conflicting terms and conditions in prior development agreements concerning the land as to obligations between the parties to this Agreement. Except as herein otherwise provided, no subsequent alteration, amendment, changes or additions to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.
- 7.5: **Notices.** All notice between the parties shall be deemed received when personally delivered or when deposited in the United States mail postage prepaid, registered or certified, with return receipt requested, or sent by telegram or mail-o-gram or by recognized courier delivery (e.g., Federal Express, Airborne, Burlington), addressed to

the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this Section:

**To City:** City of Kuna  
Greg Nelson, Mayor  
P.O. Box 13  
Kuna, ID 83634

**To Applicant / Developer:** Thomas Nicholson, TFI, LP  
P.O. Box 690  
Meridian, Idaho 83680

Either party shall give notice to the other party of any change of such party's address for the purpose of this section by giving written notice of such change to the other party in the manner herein provided.

- 7.5: **Time of the Essence.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
- 7.6: **Severability.** If any term or provision of this Agreement shall, to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

[end of text; signatures to follow]

The parties have executed this Agreement as of the date first set forth above.



Legal Description

## Merlin Pointe Subdivision – NW Property

A parcel located in the SE ¼ of Section 24 of Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said SE ¼, from which a Brass Cap monument marking the southwest corner of said SE ¼ bears N 88°38'59" W a distance of 2667.49 feet;

Thence N 0°04'29" E along the easterly boundary of said SE ¼ a distance of 1320.17 feet to a point marking the northeast corner of the SE ¼ of the SE ¼ of said Section 24;

Thence N 88°40'00" W along the northerly boundary of said SE ¼ of the SE ¼ a distance of 65.01 feet to a 5/8 inch diameter iron pin on the westerly right-of-way of S. Meridian Road and the **POINT OF BEGINNING**;

Thence S 0°04'29" W along said westerly right-of-way a distance of 484.59 feet to a 5/8 inch diameter iron pin;

Thence continuing along said westerly right-of-way a distance of 1200.47 feet along the arc of a 753.51 foot radius curve right, said curve having a central angle of 91°16'56" and a long chord bearing S 45°42'39" W a distance of 1077.48 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Kuna Road;

Thence S 89°25'45" W along said northerly right-of-way a distance of 149.15 feet to a 5/8 inch diameter iron pin;

Thence continuing along said northerly right-of-way N 88°38'59" W a distance of 348.53 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly right-of-way N 0°34'36" E a distance of 1259.56 feet to a 5/8 inch diameter iron pin on the northerly boundary of the S ½ of the SE ¼ of said Section 24;

Thence N 88°40'00" W along said northerly boundary a distance of 20.00 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly boundary S 0°34'36" W a distance of 1259.56 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Kuna Road;

Thence N 88°38'59" W along said northerly right-of-way a distance of 660.53 feet to a Brass Cap monument on the westerly boundary of Block 15 of the Amended Plat of Part of the Avalon Orchard Tracts as shown in Book 6 of Plats on Page 254, records of Ada County, Idaho;

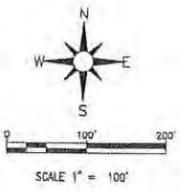
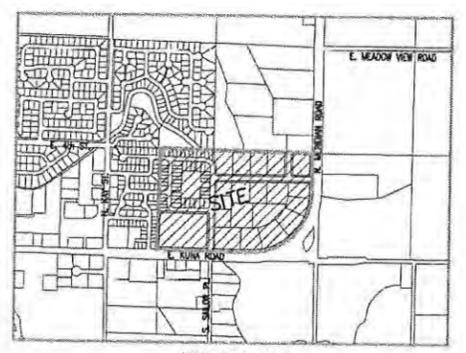
Thence N 1°17'30" E along said westerly boundary a distance of 1259.25 feet to a 5/8 inch diameter iron pin on the northerly boundary of said S ½ of the SE ¼;

Thence S 88°40'00" E along said northerly boundary a distance of 1921.98 feet to the **POINT OF BEGINNING**;

This parcel contains 52.34 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
January 2, 2013





- NOTES**
1. KUNA CITY WATER AND SEWER SERVICE SHALL BE EXTENDED TO ALL LOTS.
  2. SUBJECT PROPERTY DOES NOT FALL WITHIN ANY FEMA FLOOD HAZARD ZONE—REFERENCE FIRM PANEL 16001C0250J, DATED OCT. 2, 2003.
  3. ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO ANY PUBLIC STREET, EXCEPT FOR LOTS 4-8, BLOCK 1; LOTS 1-8, BLOCK 2; LOTS 1-13, BLOCK 3; AND LOTS 2-31, BLOCK 4, OR AS OTHERWISE SHOWN. THERE SHALL BE A 5 (FIVE) FOOT PUBLIC UTILITY, IRRIGATION AND LOT DRAINAGE EASEMENT ADJACENT TO ANY LOT LINE NOT ADJACENT TO A PUBLIC STREET.
  4. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE CITY OF KUNA AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
  5. THE DEVELOPER SHALL PROVIDE PRESSURIZED IRRIGATION WATER TO EACH LOT. ANNEXATION OF SURFACE WATER RIGHTS INTO THE KMD WILL BE REQUESTED.
  6. STORM DRAINAGE SHALL BE RETAINED ON SITE THROUGH SURFACE AND SUBSURFACE FACILITIES AS APPROVED BY ACHD.
  7. LOTS 1 & 3, BLOCK 1; LOT 14, BLOCK 3; LOT 1, BLOCK 4; LOTS 1 & 8, BLOCK 5; AND LOTS 1 & 3, BLOCK 6 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE MERLIN LOT OWNERS ASSOCIATION OR ITS ASSIGNS.

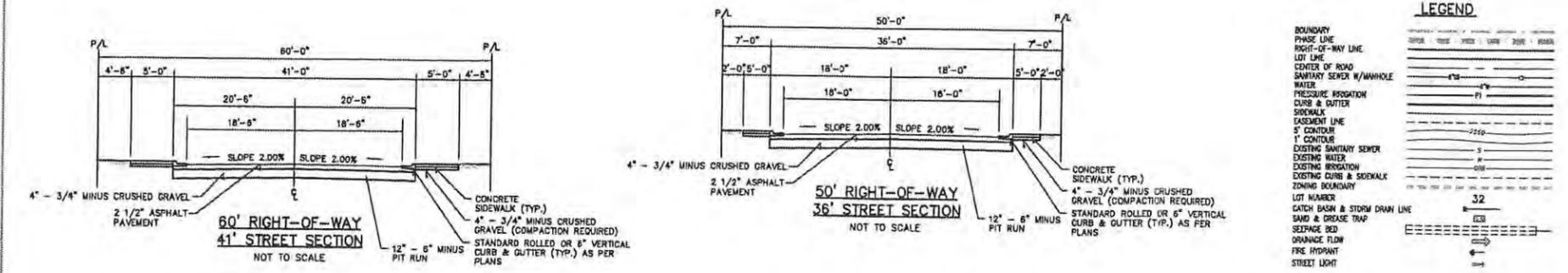
**PRELIMINARY DEVELOPMENT FEATURES**

TOTAL ACRES.....	52.92 ACRES
TOTAL LOTS.....	84
COMMON/OPEN SPACE LOTS.....	8
COMMERCIAL LOTS.....	20
RESIDENTIAL LOTS.....	56
RESIDENTIAL AREA.....	11.46 ACRES
RESIDENTIAL DENSITY.....	4.9 UNITS/Ac.
CURRENT ZONING.....	RUT
PROPOSED ZONING.....	C-1
OPEN SPACE LOTS:	
INTERIOR LANDSCAPE BUFFER AREA:	2.42 ACRES
ARTERIAL LANDSCAPE BUFFER AREA:	1.86 ACRES
PARK/TOT LOT:	2.22 ACRES
STREET CENTERLINE.....	4,444 L.F.

**DEVELOPER / OWNER**  
TFI LP  
P.O. BOX 690  
MERIDIAN, ID 83680

**SURVEYOR**  
LAND SOLUTIONS  
231 E. 5th ST.  
MERIDIAN, ID 83642  
(208) 288-2040

**PLANNER / CONTACT**  
STEVE ARNOLD  
A-TEAM LAND CONSULTANTS  
1785 WHISPER COVE AVE.  
BOISE, ID 83709  
208-871-7020



**APPROVED**  
KUNA PLANNING & ZONING DEPT.

OFFICIAL *Tracy B...* 11.19.13 DATE

**MERLIN SUBDIVISION**  
PRELIMINARY PLAT  
SECTION 24, T.2N., R.1W., B.M.  
CITY OF KUNA, ADA COUNTY, IDAHO

**A Team**  
Land Consultants  
Committed to You!

SHEET 1 OF 1  
DRAWN BY: BJS  
DATE: 02/29/13  
FILE: MERLIN\_PRELIM

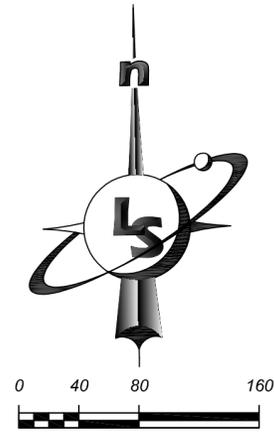
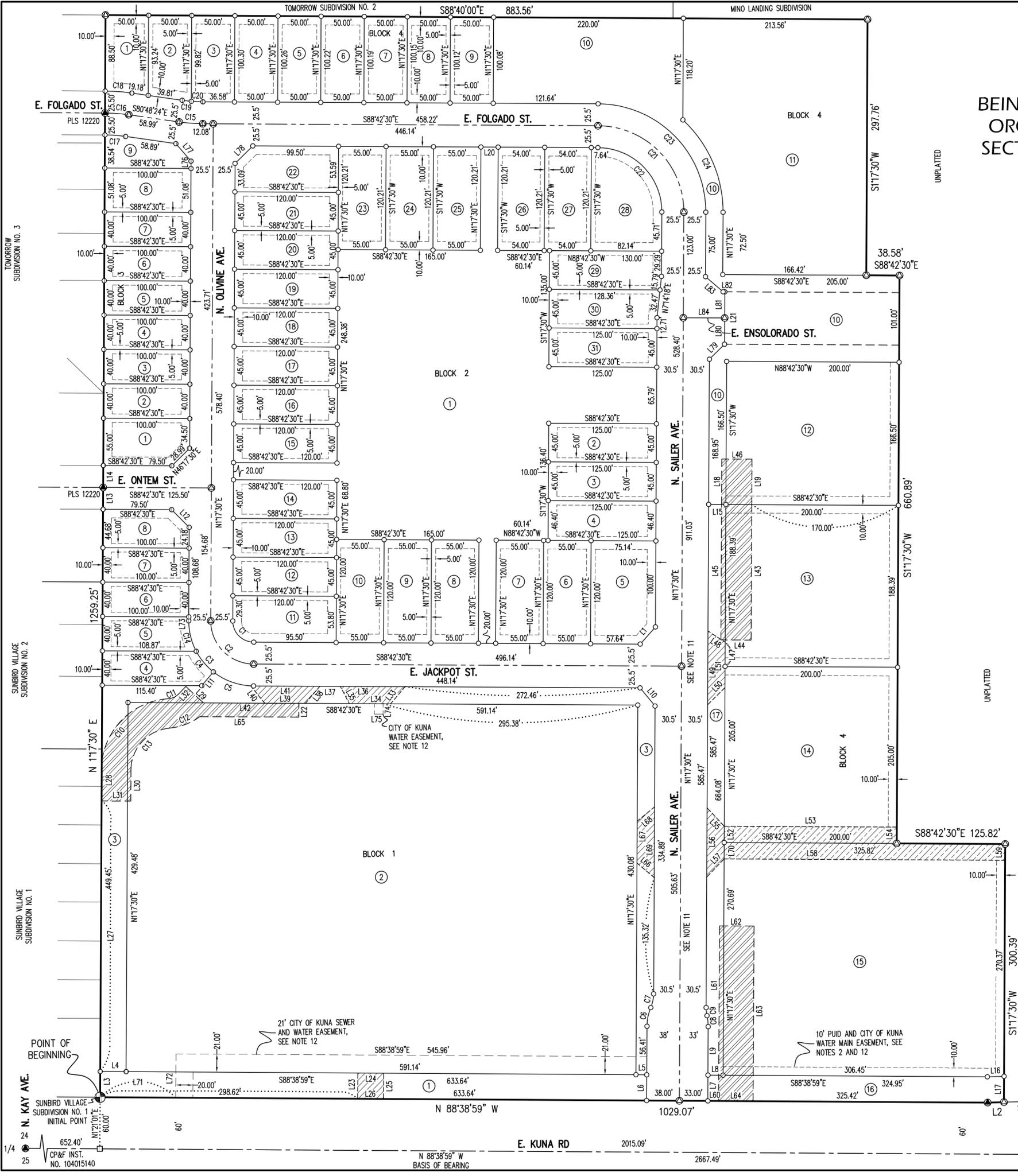




*Merlin Point | Kuna, Idaho*

# MERLIN POINTE SUBDIVISION NO. 1

BEING A PORTION OF LOTS 3, 5, AND 7 OF BLOCK 15 OF AVALON ORCHARD TRACTS SUBDIVISION AMENDED AND THE SE 1/4 OF SECTION 24, T2N, R1W, BM, CITY OF KUNA, ADA COUNTY, IDAHO 2017



- LEGEND**
- FOUND 5/8" IRON PIN WITH PLS 11118 PLASTIC CAP OR AS NOTED
  - SET 1/2" IRON PIN WITH PLS 11118 PLASTIC CAP
  - ⊙ SET 5/8" IRON PIN WITH PLS 11118 PLASTIC CAP
  - ⊕ FOUND BRASS CAP MONUMENT
  - CENTERLINE LINE
  - - - SECTION LINE
  - BOUNDARY LINE
  - PROPERTY LINE
  - ..... SURVEY TIE LINE
  - - - EASEMENT LINE AS NOTED
  - - - PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE EASEMENT - SEE NOTE 2.
  - ▨ ACHD EASEMENT - SEE NOTE 7
  - ▨ CROSS ACCESS EASEMENT - SEE NOTE 10
  - ▨ CROSS ACCESS, CITY OF KUNA SEWER AND WATER MAIN, PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE EASEMENT - SEE NOTES 2, 10, AND 12.

SEE SHEET 2 FOR NOTES, LINE TABLES, AND CURVE TABLES

CLINTON W. HANSEN PLS 11118

EXHIBIT A-4



## LandSolutions

Land Surveying and Consulting

231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
(208) 288-2040 fax (208) 288-2557  
www.landsolutions.biz

# MERLIN POINTE SUBDIVISION NO. 1

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

## CURVE TABLES

CURVE TABLE						CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD	CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	38.48'	24.50'	90°00'00"	S43°42'30"E	34.65'	C15	27.58'	200.00'	7°54'06"	S84°45'27"E	27.56'
C2	78.54'	50.00'	90°00'00"	S43°42'30"E	70.71'	C16	27.58'	200.00'	7°54'06"	N84°45'27"W	27.56'
C3	118.60'	75.50'	90°00'00"	S43°42'30"E	106.77'	C17	24.07'	174.50'	7°54'06"	N84°45'27"W	24.05'
C4	31.31'	75.50'	23°45'42"	N38°38'11"W	31.09'	C18	31.10'	225.50'	7°54'06"	N84°45'27"W	31.07'
C5	50.33'	75.50'	38°11'28"	N69°36'46"W	49.40'	C19	10.64'	174.50'	3°29'32"	S82°33'10"E	10.63'
C6	22.33'	57.00'	22°26'44"	N12°30'52"E	22.19'	C20	13.43'	174.50'	4°24'34"	S86°30'13"E	13.43'
C7	16.45'	42.00'	22°26'44"	N12°30'52"E	16.34'	C21	157.08'	100.00'	90°00'00"	N43°42'30"W	141.42'
C8	12.84'	57.00'	12°54'13"	N5°09'37"W	12.81'	C22	117.02'	74.50'	90°00'00"	N43°42'30"W	105.36'
C9	9.46'	42.00'	12°54'13"	N5°09'37"W	9.44'	C23	197.13'	125.50'	90°00'00"	N43°42'30"W	177.48'
C10	116.62'	83.34'	80°10'31"	S47°30'20"W	107.33'	C24	120.54'	145.50'	47°28'04"	N22°26'32"W	117.12'
C11	12.53'	16.66'	43°04'54"	N66°03'08"E	12.23'						
C12	36.75'	70.57'	29°50'16"	N69°39'22"E	36.34'						
C13	73.84'	49.06'	86°14'01"	S44°28'35"W	67.06'						
C14	36.86'	75.50'	28°02'50"	N12°41'48"W	36.50'						

## NOTES

- 1- LOTS 4 THRU 8 OF BLOCK 1, LOTS 2 THRU 31 OF BLOCK 2, LOTS 1 THRU 8 OF BLOCK 3, AND LOTS 1 THRU 9 OF BLOCK 4 ARE HEREBY DESIGNATED TO HAVE A TEN (10) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES AND LOT DRAINAGE ALONG THE LINES COMMON TO PUBLIC STREETS UNLESS OTHERWISE DIMENSIONED. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF PROPER HARD-SURFACED DRIVEWAYS AND WALKWAYS FOR ACCESS TO EACH INDIVIDUAL LOT.
- 2- LOTS 13, 14, AND 15 OF BLOCK 4 ARE HEREBY DESIGNATED AS HAVING A TEN (10) FOOT PERMANENT EASEMENT ON EACH SIDE OF THE INTERIOR LOT LINES AND LOT LINES CONTIGUOUS WITH THE SUBDIVISION BOUNDARY LINE FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. LOTS 4 THRU 8 OF BLOCK 1, LOTS 2 THRU 31 OF BLOCK 2, LOTS 1 THRU 8 OF BLOCK 3, AND LOTS 1 THRU 9 OF BLOCK 4 ARE HEREBY DESIGNATED AS HAVING A FIVE (5) FOOT PERMANENT EASEMENT ON EACH SIDE OF THE INTERIOR LOT LINES AND A TEN (10) FOOT PERMANENT EASEMENT CONTIGUOUS TO ALL REAR LOT LINES FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE. LOTS 1 AND 3 OF BLOCK 1 AND LOTS 10, 16 AND 17 OF BLOCK 2 ARE HEREBY DESIGNATED AS HAVING A BLANKET EASEMENT FOR PUBLIC UTILITIES AND PRESSURE IRRIGATION. ALL OTHER EASEMENTS ARE AS SHOWN.
- 3- MINIMUM BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA.
- 4- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE AMENDMENT OF THE DEVELOPMENT AGREEMENT.
- 5- IRRIGATION WATER HAS BEEN PROVIDED BY BOISE KUNA IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND INDIVIDUAL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS FROM THE APPLICABLE IRRIGATION ENTITIES TO BE PAID THROUGH FEES ASSESSED TO EACH BUILDABLE LOT.
- 6- LOTS 1 AND 3 OF BLOCK 1, LOT 1 OF BLOCK 2, LOT 9 OF BLOCK 3, AND LOTS 10, 16, AND 17 OF BLOCK 4, ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE SUBDIVISION OWNERS ASSOCIATION OR ITS ASSIGNS. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA. THE SUBDIVISION OWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS FOR THE COMMON AREA LOTS. IN THE EVENT THE SUBDIVISION OWNERS ASSOCIATION FAILS TO PAY ASSESSMENTS, EACH RESIDENTIAL OR COMMERCIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
- 7- LOTS 2, 3 AND 4 OF BLOCK 1, LOT 9 OF BLOCK 3, AND LOTS 10, 12, 13, AND 15 THRU 17 OF BLOCK 4 OR A PORTION OF SAID LOTS, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- 8- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- 9- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF ACHD LICENSE AGREEMENT INSTRUMENT NO. \_\_\_\_\_
- 10- LOTS 1 AND 3 OF BLOCK 1, AND LOTS 14, 15, AND 17 OF BLOCK 4 ARE SUBJECT TO A CROSS ACCESS SHARED EASEMENT AS SHOWN. THE RIGHTS, RESTRICTIONS, AND RESPONSIBILITIES FOR SAID EASEMENT SHALL BE DEFINED IN THE CC&R DOCUMENTS FOR THIS SUBDIVISION.
- 11- A PORTION OF N. SAILER AVE. WAS PREVIOUSLY DEDICATED AS RIGHT-OF-WAY AS SHOWN ON THE AMENDED PLAT OF AVALON ORCHARD TRACTS, AS SHOWN IN BOOK 6 OF PLATS ON PAGE 254, RECORDS OF ADA COUNTY, IDAHO.
- 12- LOT 2 OF BLOCK 1, AND LOTS 14 AND 15 OF BLOCK 4 ARE SUBJECT TO SEWER AND WATER MAIN EASEMENTS AS SHOWN FOR THE CITY OF KUNA.
- 13- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- 14- DIRECT LOT ACCESS TO E. KUNA ROAD IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF KUNA.

## LINE TABLES

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	26.58'	N42°28'39"E	L16	19.38'	N89°25'45"E	L31	33.80'	N88°42'30"W	L46	35.00'	S88°42'30"E	L61	203.66'	N1°17'30"E	L76	8.49'	S1°17'30"W
L2	18.90'	S89°25'45"W	L17	30.02'	N1°17'30"E	L32	12.31'	N44°30'42"E	L47	28.08'	N1°17'30"E	L62	40.00'	S88°42'30"E	L77	26.92'	S39°45'27"E
L3	30.00'	N1°17'30"E	L18	52.86'	N1°17'30"E	L33	26.06'	S41°10'10"W	L48	23.81'	N55°50'37"W	L63	203.71'	S1°17'30"W	L78	28.99'	N46°17'30"E
L4	30.00'	N88°38'59"W	L19	52.86'	S1°17'30"W	L34	47.72'	N88°42'30"W	L49	85.68'	N1°17'30"E	L64	40.00'	N88°38'54"W	L79	24.78'	N46°13'04"E
L5	12.50'	N88°39'07"W	L20	20.00'	S88°42'30"E	L35	22.66'	N26°43'45"W	L50	28.28'	S46°17'30"W	L65	114.68'	S88°42'30"E	L80	30.50'	N1°17'30"E
L6	30.00'	S1°17'30"W	L21	61.00'	N1°17'30"E	L36	75.07'	S88°42'30"E	L51	52.76'	S1°17'30"W	L66	26.06'	N48°49'50"W	L81	30.50'	N1°17'30"E
L7	30.00'	N1°17'30"E	L22	16.00'	S1°17'30"W	L37	23.69'	N88°42'30"W	L52	19.00'	N1°17'30"E	L67	48.72'	N1°17'30"E	L82	2.00'	N88°42'30"W
L8	18.50'	S88°38'59"E	L23	30.00'	N1°21'01"E	L38	26.06'	S41°10'10"W	L53	200.00'	S88°42'30"E	L68	26.06'	N51°24'50"E	L83	26.95'	N48°13'21"W
L9	56.48'	S1°17'30"W	L24	30.00'	S88°38'59"E	L39	47.07'	N88°42'30"W	L54	19.00'	S1°17'30"W	L69	82.14'	S1°17'30"W	L84	48.00'	S88°42'30"E
L10	27.34'	S38°30'50"E	L25	30.00'	S1°21'01"W	L40	26.05'	N38°16'38"W	L55	29.20'	S41°56'34"E	L70	19.00'	N1°17'30"E			
L11	21.01'	N40°59'50"E	L26	30.00'	N88°38'59"W	L41	76.92'	S88°42'30"E	L56	80.40'	N1°17'30"E	L71	87.63'	S88°39'07"E			
L12	28.99'	S43°42'30"E	L27	314.77'	N1°17'30"E	L42	110.69'	S88°42'30"E	L57	29.09'	N44°43'30"E	L72	51.00'	N1°21'01"E			
L13	25.50'	N1°17'30"E	L28	45.21'	N1°17'30"E	L43	157.60'	S1°17'30"W	L58	204.00'	S88°42'30"E	L73	4.50'	N1°17'30"E			
L14	25.50'	N1°17'30"E	L29	27.94'	S45°51'49"E	L44	35.00'	N88°42'30"W	L59	19.00'	S1°17'30"W	L74	12.00'	S1°17'30"W			
L15	20.00'	S88°42'30"E	L30	36.38'	S1°17'30"W	L45	157.60'	N1°17'30"E	L60	12.49'	S88°39'15"E	L75	10.00'	N88°42'30"W			

CLINTON W. HANSEN  
IDAHO NO. 11118



EXHIBIT A-4

**LandSolutions**  
Land Surveying and Consulting  
231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
(208) 288-2040 fax (208) 288-2557  
www.landsolutions.biz

# MERLIN POINTE SUBDIVISION NO. 1

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS MERLIN POINTE SUBDIVISION NO. 1;

A PARCEL BEING A PORTION OF LOTS 3, 5, AND 7 OF BLOCK 15 OF THE AMENDED PLAT OF AVALON ORCHARD TRACTS, AS SHOWN IN BOOK 6 OF PLATS ON PAGE 254, RECORDS OF ADA COUNTY, IDAHO, AND A PORTION OF THE SE 1/4 OF SECTION 24 OF TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SE 1/4, FROM WHICH A 5/8 INCH DIAMETER IRON PIN MARKING THE SOUTHWEST CORNER OF SAID SE 1/4 BEARS N 88°38'59" W A DISTANCE OF 2667.49 FEET;

THENCE N 88°38'59" W ALONG THE SOUTHERLY BOUNDARY OF SAID SE 1/4 A DISTANCE OF 2015.09 FEET TO A POINT;

THENCE LEAVING SAID SOUTHERLY BOUNDARY N 1°21'01" E A DISTANCE OF 60.00 FEET TO A BRASS CAP MONUMENT MARKING THE INITIAL POINT OF SUNBIRD VILLAGE SUBDIVISION NO. 1 AS SHOWN IN BOOK 70 OF PLATS ON PAGES 7232 AND 7233, RECORDS OF ADA COUNTY, IDAHO, AND THE POINT OF BEGINNING;

THENCE N 1°17'30" E ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 15 OF THE AMENDED PLAT OF AVALON ORCHARD TRACTS, ALSO BEING THE EASTERLY BOUNDARY OF SAID SUNBIRD VILLAGE SUBDIVISION NO. 1, THE EASTERLY BOUNDARY OF SUNBIRD VILLAGE SUBDIVISION NO. 2 AS SHOWN IN BOOK 89 OF PLATS ON PAGES 9407 AND 9408, RECORDS OF ADA COUNTY, IDAHO, AND THE EASTERLY BOUNDARY OF TOMORROW VILLAGE SUBDIVISION NO. 3 AS SHOWN IN BOOK 97 OF PLATS ON PAGES 12234 THRU 12236, RECORDS OF ADA COUNTY, IDAHO, A DISTANCE OF 1259.25 FEET TO A 5/8 INCH DIAMETER IRON PIN MARKING THE NORTHEAST CORNER OF SAID TOMORROW VILLAGE SUBDIVISION NO. 3;

THENCE S 88°40'00" E ALONG THE SOUTHERLY BOUNDARY OF TOMORROW SUBDIVISION NO. 2 AS SHOWN IN BOOK 91 OF PLATS ON PAGES 10745 THRU 10747, RECORDS OF ADA COUNTY, IDAHO, THE SOUTHERLY BOUNDARY OF MINO LANDING SUBDIVISION AS SHOWN IN BOOK 76 OF PLATS ON PAGES 7929 AND 7930, RECORDS OF ADA COUNTY, IDAHO, AND THE NORTHERLY BOUNDARY OF SAID BLOCK 15 OF THE AMENDED PLAT OF AVALON ORCHARD TRACTS A DISTANCE OF 883.56 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE LEAVING SAID BOUNDARY S 1°17'30" W A DISTANCE OF 297.76 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 88°42'30" E A DISTANCE OF 38.58 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 1°17'30" W A DISTANCE OF 660.89 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 88°42'30" E A DISTANCE OF 125.82 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 1°17'30" W A DISTANCE OF 300.39 FEET TO A 5/8 INCH DIAMETER IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF E. KUNA RD.;

THENCE S 89°25'45" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 18.90 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY N 88°38'59" W A DISTANCE OF 1029.07 FEET TO THE POINT OF BEGINNING;

THIS PARCEL CONTAINS 27.27 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA. THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BLACK CREEK LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP

\_\_\_\_\_  
BY THOMAS T. NICHOLSON, GENERAL PARTNER

## ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF ADA } S.S.

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED THOMAS T. NICHOLSON, KNOWN TO ME TO BE A GENERAL PARTNER OF BLACK CREEK LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP, THE PERSON WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID LIMITED PARTNERSHIP EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

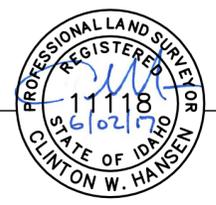
RESIDING AT \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IDAHO

## CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN  
IDAHO NO. 11118



231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
(208) 288-2040 fax (208) 288-2557  
www.landsolutions.biz

# MERLIN POINTE SUBDIVISION NO. 1

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

## HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

\_\_\_\_\_  
DISTRICT HEALTH DEPARTMENT, EHS      DATE

## APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

\_\_\_\_\_  
KUNA CITY CLERK

## APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

\_\_\_\_\_  
CITY ENGINEER

## APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ADA COUNTY HIGHWAY DISTRICT

BY: \_\_\_\_\_, PRESIDENT  
TRUSTEE OF EXISTING PUBLIC RIGHT-OF-WAY

## CERTIFICATE OF THE COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

\_\_\_\_\_  
ADA COUNTY SURVEYOR

## CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
COUNTY TREASURER

## CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }  
COUNTY OF ADA } S.S.      INSTRUMENT NO. \_\_\_\_\_

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C., AT \_\_\_\_ MINUTES PAST \_\_\_\_ O'CLOCK \_\_.M. ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN BOOK \_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_.

\_\_\_\_\_  
DEPUTY      EX-OFFICIO RECORDER

FEE: \_\_\_\_\_

CLINTON W. HANSEN      PLS 11118  


**LandSolutions**  
Land Surveying and Consulting  
231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
(208) 288-2040 fax (208) 288-2557  
www.landsolutions.biz



# CENTRAL DISTRICT HEALTH DEPARTMENT

## Environmental Health Division

- Return to:
- ACZ
  - Boise
  - Eagle
  - Garden City
  - Kuna
  - Meridian
  - Star

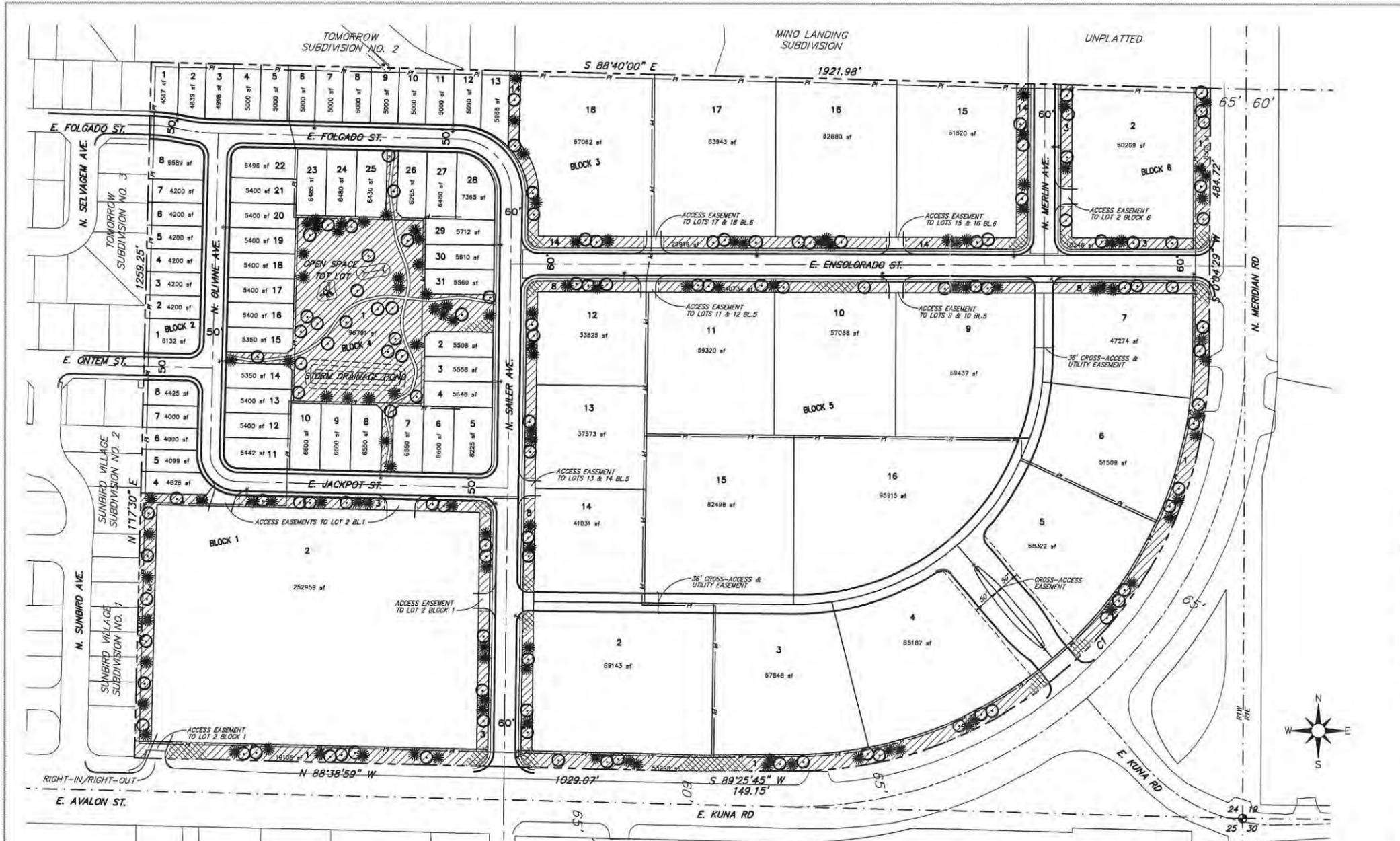
RECEIVED  
JUN 28 2017  
CITY OF

Rezone # \_\_\_\_\_  
 Conditional Use # \_\_\_\_\_  
 Preliminary  Final / Short Plat Merlin Point  
Merlin Point

- 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: Rowena J.  
 \_\_\_\_\_ Date: 6/23/17

Exhibit  
C-3



**PLANT SCHEDULE**

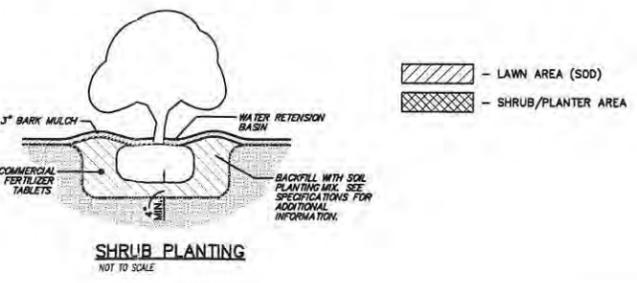
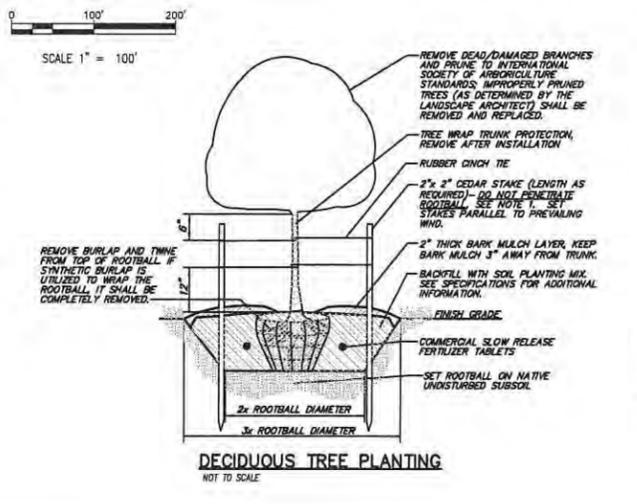
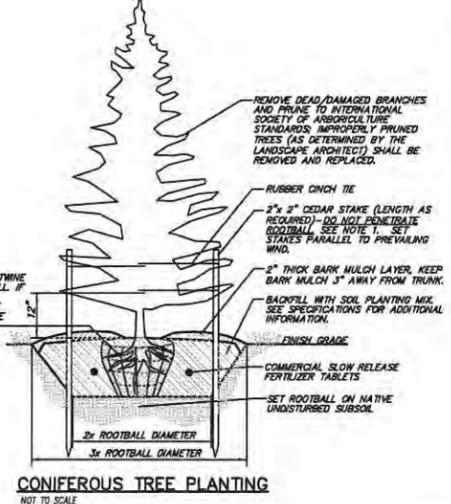
KEY	BOTANICAL NAME	COMMON NAME	SIZE
<b>DECIDUOUS SHADE TREES</b>			
AG	Acer glabrum 'Flora' Multi-stem	Flora Maple	2" CAL. B&B
AR	Acer rubrum 'Red Sunset'	Red Sunset Maple	2" CAL. B&B
A1	Acer glabrum x Acer platanoides	Hybrid Sunset Maple	2" CAL. B&B
BN	Betula nigra 'Heritage'	Heritage River Birch	2" CAL. B&B
CB	Carpinus betulus 'Fastigiata'	Pyramidal European Hornbeam	2" CAL. B&B
FA	Fraxinus americana 'Munstead'	Autumn Purple Ash	2" CAL. B&B
FP	Fraxinus pennsylvanica 'Ursula'	Lipsitch Ash	2" CAL. B&B
FR	Fraxinus pennsylvanica 'Palmara'	Palmara Ash	2" CAL. B&B
GT	Gleditsia triacanthos 'harrisii' 'Sioux'	Sioux Honeylocust	2" CAL. B&B
LS	Liquidambar styraciflua	Striped Tree	2" CAL. B&B
LT	Liquidambar styraciflua	Sweetgum	2" CAL. B&B
<b>ORNAMENTAL FLOWERING TREES</b>			
CC	Cercis canadensis	Eastern Redbud	2" CAL. B&B
ME	Malus 'Royaltee'	Rosehill Crabapple	2" CAL. B&B
MS	Malus 'Spring Snow'	Spring Snow Crabapple	2" CAL. B&B
PC	Pyrus calleryana 'Chantrelle'	Chantrelle Pear	2" CAL. B&B
PS	Prunus serrulata 'Royal Burgandy'	Royal Burgandy Cherry	2" CAL. B&B
<b>CONIFEROUS TREES</b>			
PK	Pinus strobus	Autumn Pine	6"-7" B&B
PI	Pinus strobus	Norway Spruce	6"-7" B&B
<b>SHRUBS/PERENNIALS/ORNAMENTAL GRASSES</b>			
BT	Berberis thunbergii 'atropurpurea' 'Olsen Peace'	Olsen Peace Barberry	#1
CA	Calamagrostis x scoulloni 'Yard Forester'	Forester's Feather Reed Grass	#1
Q	Quercus alba 'Boothii'	Henry Hole Dogwood	#1
CS	Cornus spicata 'Leprieux'	Kelley Dogwood	#1
CS	Coreopsis lanceolata 'Parsons Parasol'	Parsons Parasol Coneflower	4" HT. #1
OS	Oenothera biennis	Black Onions	#1
HB	Hesperis matronalis 'Color'	Beauty of Color Coral Bell	#1
HE	Hedera helix 'Fountain Blue' 'Spartan'	Spartan Ivy	#1
HS	Hemerocallis 'Stella de Oro' 'Dorothy'	Stella de Oro Day Lily	#1
HD	Hosta 'Patricia'	Patricia Plantain Lily	#1
MA	Mahonia repens	Crested Mahonia	#1
PA	Panicum stramonium 'Hameln'	Hameln Fountain Grass	#1
PM	Pinus mugo 'pumila'	Dwarf Mugo Pine	#1
RN	Rosa 'Noblesse'	Noblesse Rose	#1
RP	Rhododendron 'F.L.M.'	F.L.M. Rhododendron	#1
SE	Salix humilis 'Goldflame'	Goldflame Salix	#1
S	Thuja sargentii 'Casper's Brother'	Casper's Brother Shrub Juniper	#1
SN	Sambucus nigra 'aurea'	Black Beauty Elderberry	#1
TR	Tricuspidata 'Dorlandia'	Dorlandia	#1
WF	Waldia florida 'Variegata Kona'	Variegated Weigela	#1

**LANDSCAPE & IRRIGATION NOTES:**

- Contractor shall report to landscape architect of conditions which impair and/or prevent the proper execution of this work, prior to beginning work.
- Coordinate work schedule and observations with landscape architect prior to construction start-up.
- New control and drainage line plantings: see detail 8 and 9. Contractor shall stake all trees deemed necessary, i.e., from being blown over, planted with loose root ball, etc. Contractor's option.
- New shrub planting: See detail A/L1.0.
- All plant material shall conform to the American Nurseryman Standards for type and size shown. Plants will be rejected if not in a sound and healthy condition.
- All planting beds shall be covered with a minimum of 3" of small (1" minus) bark chips. Submit for approval.
- All plant material shall be sustained for a period of one year beginning at the date of acceptance by Owner. Replaces of plant material found dead or not in a healthy condition immediately with the same size and species at no cost to the Owner.
- Finish grades to be smooth and even gradients with positive drainage in accordance with site grading plan.
- In all planter bed and lawn areas, the top 8 inches of topsoil will be amended at a ratio of 3 cubic yards of organic matter per 1000 square feet. Topsoil shall be a minimum of 6 inches plus topsoil.
- Fertilize all trees and shrubs with "Agriform" planting tablets. Quantity per manufacturer's recommendations.
- All planting beds shall have a minimum of 18" of topsoil. Lawn areas shall have a minimum of 12" topsoil. Spread, compact and fine grade topsoil to a smooth and uniform grade 3" below surface of walks and curbs.
- In planting bed areas, 1 1/2" of seed lawn areas, and 1" of seed lawn areas.
- Properly aerate surface topsoil stockpiled on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Topsoil shall be a loose, friable, sandy loam, clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign material and a pH of 5.5 to 7.0. If on-site topsoil does not meet these minimum standards, contractors are responsible to either: a) provide approved imported topsoil, or b) improve on-site topsoil with methods approved by landscape architect. Supplement with imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps and other extraneous materials harmful to plant growth. If imported topsoil from off-site sources is required, provide new topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other filler, and free of roots, stumps, stones larger than 2 inches in any dimension, and other extraneous or toxic matter harmful to plant growth. a. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at project site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4 inches. b. Representative samples shall be tested for acidity, fertility and general texture by a recognized commercial or government agency and copies of the testing agency's findings and recommendations shall be furnished to the Architect's representative by the contractor. No topsoil shall be delivered in a frozen or muddy condition. Acidity shall range: pH 5.5 to 7.0.
- Immediately clean up any topsoil or other debris on the site created from landscape operations and dispose of properly off site.
- All landscaped areas shall have an automatic underground sprinkler system which insures complete coverage and properly zoned for required water uses. Each hydrozone is to be irrigated with separate individual stations.
- Planter beds and lawn areas are to have separate hydro-zones.
- Pop-up sprinkler heads shall have a minimum rise height of 4 inches at lawn areas and 18" at planter beds.
- Planter beds are to have drip irrigation systems or pop-up spray systems. Annuals, perennials ground covers or shrub mossings shall have a pop-up spray system.
- Electronic water distribution/ timing controllers are to be provided. Minimum controller requirements are as follows:  
-Precise individual station timing  
-Run time capabilities for extremes in precipitation rates  
-At least one program for each hydrozone  
-Sufficient multiple cycles to avoid water run-off  
-Power failure backup for all programmed individual valued watering stations will be designed and installed to provide water to respective hydro-zones.

**TREE PLANTING NOTES**

- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR A MINIMUM OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.
- REMOVAL OF BURLAP AND THINE FROM TOP OF ROOTBALL MAY BE POSTPONED FOR 90 DAYS AT CONTRACTOR'S OPTION.
- IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
- LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
- WRAP RUBBER CHINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
- DEEP SOAK TREE TWICE WITHIN THE FIRST 24 HOURS.
- IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

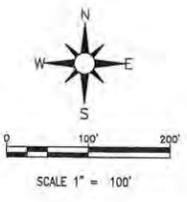
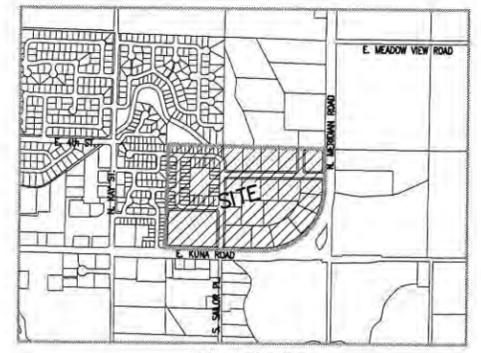
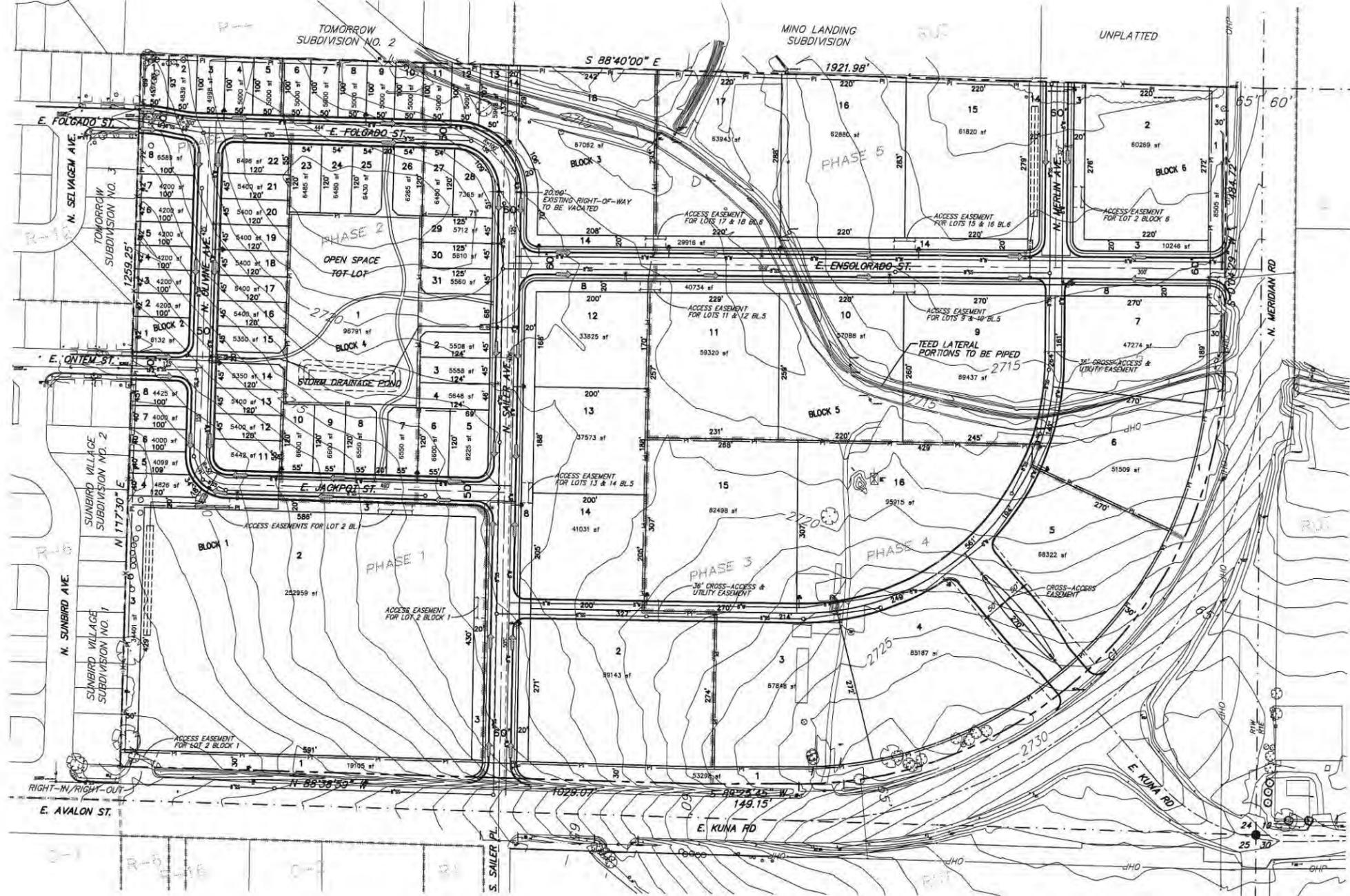


**APPROVED**  
 KUNA PLANNING & ZONING DEPT.  
 DATE: 11.19.13  
 OFFICIAL: [Signature]

<p><b>DEVELOPER / OWNER</b> TFI LP P.O. BOX 690 MERIDIAN, ID 83680</p>	<p><b>LANDSCAPE DESIGNER</b> POWER ENTERPRISES 16131 FRANKLIN BLVD. NAMP, ID 83709 (208) 461-4670</p>	<p><b>PLANNER / CONTACT</b> STEVE ARNOLD A-TEAM LAND CONSULTANTS 1785 WHISPER COVE AVE. BOISE, ID 83709 208-871-7020</p>	<p><b>MERLIN SUBDIVISION</b> PRELIMINARY LANDSCAPE PLAN SECTION 24, T.2N., R.1W., B.M. CITY OF KUNA, ADA COUNTY, IDAHO</p>
<p><b>LANDSCAPE DESIGNER</b> POWER ENTERPRISES 16131 FRANKLIN BLVD. NAMP, ID 83709 (208) 461-4670</p>			<p><b>PLANNER / CONTACT</b> STEVE ARNOLD A-TEAM LAND CONSULTANTS 1785 WHISPER COVE AVE. BOISE, ID 83709 208-871-7020</p>
<p><b>LANDSCAPE DESIGNER</b> POWER ENTERPRISES 16131 FRANKLIN BLVD. NAMP, ID 83709 (208) 461-4670</p>			<p><b>PLANNER / CONTACT</b> STEVE ARNOLD A-TEAM LAND CONSULTANTS 1785 WHISPER COVE AVE. BOISE, ID 83709 208-871-7020</p>
<p><b>LANDSCAPE DESIGNER</b> POWER ENTERPRISES 16131 FRANKLIN BLVD. NAMP, ID 83709 (208) 461-4670</p>			<p><b>PLANNER / CONTACT</b> STEVE ARNOLD A-TEAM LAND CONSULTANTS 1785 WHISPER COVE AVE. BOISE, ID 83709 208-871-7020</p>

**A Team**  
Land Consultants  
Committed to You!

SHEET 1 OF 1  
DRAWN BY: [Signature]  
DATE: 02/26/13  
FILE: MERLIN\_LND.DWG



- NOTES**
- KUNA CITY WATER AND SEWER SERVICE SHALL BE EXTENDED TO ALL LOTS.
  - SUBJECT PROPERTY DOES NOT FALL WITHIN ANY FEMA FLOOD HAZARD ZONE- REFERENCE FIRM PANEL 16001C0250J, DATED OCT. 2, 2003.
  - ALL LOT SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO ANY PUBLIC STREET. EXCEPT FOR LOTS 4-8, BLOCK 1; LOTS 1-8, BLOCK 2; LOTS 1-13, BLOCK 3; AND LOTS 2-31, BLOCK 4, OR AS OTHERWISE SHOWN, THERE SHALL BE A 5 (FIVE) FOOT PUBLIC UTILITY, IRRIGATION AND LOT DRAINAGE EASEMENT ADJACENT TO ANY LOT LINE NOT ADJACENT TO A PUBLIC STREET.
  - MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE CITY OF KUNA AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
  - THE DEVELOPER SHALL PROVIDE PRESSURIZED IRRIGATION WATER TO EACH LOT. ANNEXATION OF SURFACE WATER RIGHTS INTO THE KMD WILL BE REQUESTED.
  - STORM DRAINAGE SHALL BE RETAINED ON SITE THROUGH SURFACE AND SUBSURFACE FACILITIES AS APPROVED BY ACHD.
  - LOTS 1 & 3, BLOCK 1; LOT 14, BLOCK 3; LOT 1, BLOCK 4; LOTS 1 & 8, BLOCK 5; AND LOTS 1 & 3, BLOCK 6 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE MERLIN LOT OWNERS ASSOCIATION OR ITS ASSIGNS.

**PRELIMINARY DEVELOPMENT FEATURES**

TOTAL ACRES.....	52.92 ACRES
TOTAL LOTS.....	84
COMMON/OPEN SPACE LOTS.....	8
COMMERCIAL LOTS.....	20
RESIDENTIAL LOTS.....	56
RESIDENTIAL AREA.....	11.46 ACRES
RESIDENTIAL DENSITY.....	4.9 UNITS/Ac.
CURRENT ZONING.....	RUT
PROPOSED ZONING.....	C-1
OPEN SPACE LOTS:	
INTERIOR LANDSCAPE BUFFER AREA:	2.42 ACRES
ARTERIAL LANDSCAPE BUFFER AREA:	1.86 ACRES
PARK/TOT LOT:	2.22 ACRES
STREET CENTERLINE.....	4,444 L.F.

**DEVELOPER / OWNER**  
TFI LP  
P.O. BOX 690  
MERIDIAN, ID 83680

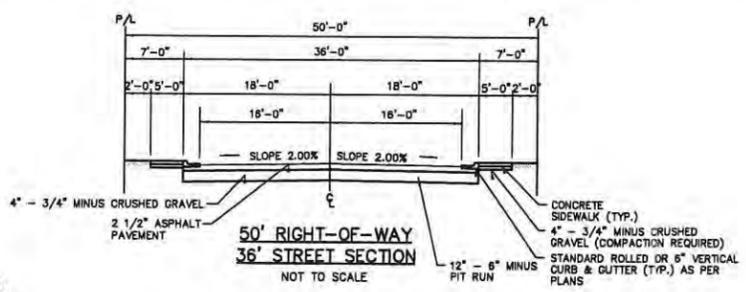
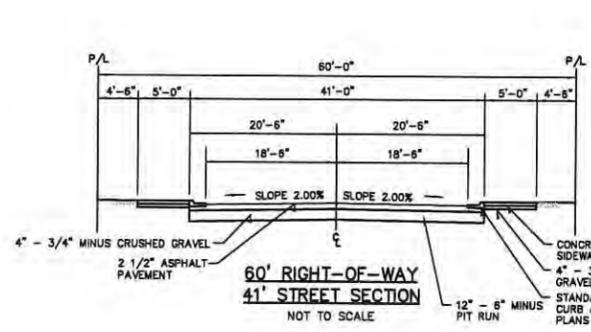
**SURVEYOR**  
LAND SOLUTIONS  
231 E. 5th ST.  
MERIDIAN, ID 83642  
(208) 288-2040

**PLANNER / CONTACT**  
STEVE ARNOLD  
A-TEAM LAND CONSULTANTS  
1785 WHISPER COVE AVE.  
BOISE, ID 83709  
208-871-7020

**MERLIN SUBDIVISION**  
PRELIMINARY PLAT  
SECTION 24, T.2N., R.1W., B.M.  
CITY OF KUNA, ADA COUNTY, IDAHO

**A Team**  
Land Consultants  
Committed to You!

SHEET 1 OF 1  
DRAWN BY: BKB  
DATE: 02/26/13  
FILE: MERLIN PRELIM



**LEGEND**

BOUNDARY	---
PHASE LINE	---
RIGHT-OF-WAY LINE	---
LOT LINE	---
CENTER OF ROAD	---
SANITARY SEWER W/ MANHOLE	---
WATER	---
PRESSURE IRRIGATION	---
CURB & GUTTER	---
SIDEWALK	---
EASEMENT LINE	---
5' CONTOUR	---
1' CONTOUR	---
EXISTING SANITARY SEWER	---
EXISTING WATER	---
EXISTING IRRIGATION	---
EXISTING CURB & SIDEWALK	---
ZONING BOUNDARY	---
LOT NUMBER	---
CATCH BASIN & STORM DRAIN LINE	---
SAND & GREASE TRAP	---
SEPTIC BED	---
DRAINAGE FLOW	---
FIRE HYDRANT	---
STREET LIGHT	---

**CURVE DATA**  
CURVE LENGTH 1200.47' RADIUS 753.51' CHORD 1077.48' BEARING N 45°42'39" E

**APPROVED**  
KUNA PLANNING & ZONING DEPT.

OFFICIAL *Way Belme* 11-19-13 DATE

**RESOLUTION NO. R57-2017  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN THE CONTRACT WITH J-U-B ENGINEERING, INC. TO PROVIDE CONFLICT CONTRACT ENGINEERING SUPPORT SERVICES TO THE CITY OF KUNA, IDAHO.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor is authorized to execute the contract with J-U-B ENGINEERING, INC. to provide conflict engineering support services to the City of Kuna, Idaho, attached hereto and made a part hereof as EXHIBIT A.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 1<sup>st</sup> day of August, 2017.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 1<sup>st</sup> day of August, 2017.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk



July 18, 2017

Mr. Bob Bachman  
Public Works Director  
City of Kuna  
PO Box 13  
Kuna, ID 83634-0013

**RE: REQUEST FOR QUALIFICATIONS | TEMPORARY ENGINEERING SERVICES**

Dear Bob:

Thank you for the opportunity to submit this statement of qualifications for providing the City of Kuna with on-call temporary civil engineering services. Our team members shown within this proposal were selected specifically based on their extensive experience, knowledge of the City of Kuna, and their commitment to meeting the City's needs as an extension of your staff.

Our team members' expertise include public works, land development, engineering, and land use planning. Several of our team members have also worked directly for local public works departments in the Treasure Valley or are currently acting as contracted City Engineers for smaller municipalities. We understand the unique challenges that face growing communities within our region and we believe this understanding coupled with our extensive engineering experience will translate to timely and cost effective plan reviews and on-call engineering services.

We have appreciated the opportunity to work with Kuna on many projects in the past and look forward to continuing our strong relationship with you and the City. Please feel free to call me if you have any questions or need additional information. We look forward to hearing from you soon.

Sincerely,

**J-U-B ENGINEERS, Inc.**

A handwritten signature in black ink that reads 'Brian D. Smith'.

Brian D. Smith, PE  
Area Manager



## Please detail your prior municipal engineering experience.

J-U-B ENGINEERS, Inc. (J-U-B) has completed hundreds of projects for municipalities in the Treasure Valley and throughout the State of Idaho. We have extensive experience working with local communities to address their infrastructure needs including:

- Contract City Engineer Services
- Water/Wastewater Distribution and Treatment Facilities
- Land Development
- Transportation Planning
- Urban and Rural Roadway Design
- Contract City Engineer Services
- Regulatory Permitting
- Pressurized Irrigation

### PROJECT EXPERIENCE

The following is a brief summary of recent, relative municipal engineering projects that J-U-B has successfully completed.

#### Pressure Irrigation and Water Extension | City of Kuna

J-U-B completed the final design and ACHD permitting for 1,200 LF of 12-inch pressure irrigation main.

#### Pressure Irrigation and Water Extension | City of Nampa

J-U-B prepared the PS&E submittal for the reconstruction of Idaho Center Boulevard between Achievement Drive and Cherry Lane. The project included roadway widening, water, pressure irrigation, culvert improvements, traffic control, and public involvement. The construction project was moved up two months to minimize traffic impacts to the local businesses over the summer months. A Joint 404 permit and Bureau of Reclamation approval was expedited to keep the project on schedule.

#### 11th Avenue Reconstruction | City of Nampa

This locally-funded project included 0.5 miles of urban/rural roadway improvements along 11th Avenue, including intersection improvements at Birch Lane and Cherry Lane. The project installed a new Rectangular Rapid Flashing Beacon and crosswalk next to Birch Elementary School and the intersection of Canterbury Lane along with incorporating a Recycled Asphalt Base Stabilization (RABS) that saved the project over \$100K in construction costs.

#### Canyon Street Reconstruction | City of Nampa

This FY15 City-funded project included roadway reconstruction, curb, gutter, and sidewalk, storm drain/drainage improvements, and pedestrian ramp upgrades to meet current ADA standards.

#### Downtown Revitalization | City of Wilder

J-U-B provided funding assistance, design and management services for sidewalk replacements, ADA facility upgrades, storm drain improvements, lighting, and landscaping beautification of a four-block segment of downtown Wilder.

#### Locust Grove Waterline Extension | City of Meridian

Design of nearly 5,000 LF of 12 inch and 16-inch piping water main from Blackrock to Reflection Ridge; easement negotiation; and USACE permitting.

Key members of our local team in Boise either currently serve a role as a contract "City Engineer" or have previously worked for public works departments for local municipalities in the area. Recent and past experience coupled with our many years of providing outstanding engineering services for our municipal clients will allow Kuna to rest assured that we have the background and capability to meet your municipal engineering and design review needs.

J-U-B was also the original author of the Idaho Standard for Public Works Construction (ISPWC) and we have provided multiple updates to the ISPWC over the last 15+ years based on input from the communities that rely on ISPWC standards.

**Well 19 Iron and Manganese Removal System | City of Meridian**

Pilot testing and equipment pre-procurement of a 10 foot by 17 foot horizontal pressure filter; re-alignment of well head piping; disinfection equipment upgrade; building rebuild; site grading/drainage; PER; final design; and construction assistance.

**East Iowa Sewer and Queens Lift Station Upgrades | City of Nampa**

Verification of CIP scopes and flows, PER, alternatives analysis, design of 1,100 LF relief 15-inch gravity sewer and lift station mechanical, electrical, and SCADA upgrades.

**Black Cat Trunk Sewer Extension | City of Meridian**

Evaluation of the City’s production capabilities of Class A reuse water with considerations for storage, reuse permit, CT requirements, diurnal supply, and distribution pumping requirements. Existing and future system InfoWater models were developed, determining existing, near-term, and future recycled water system requirements.

**Sewer Rehabilitation | City of Nampa**

Evaluation, final design, and construction services for CIPP rehabilitation in multiple asset management zones. The projects involved varying sizes of gravity sewer lines.



**Please describe your qualifications in subdivision preliminary plats and final plats.**

J-U-B’s Boise office has a staff of 14 people who are specifically dedicated to land development, survey, and planning. Over the last five (5) years, this group has completed more than 65 residential and commercial subdivision projects in the Treasure Valley ranging in size from less than 10 lots to master planned communities. This work has included preparation of preliminary and final plats in addition to construction plans for our development clients, providing our team a detailed understanding of local jurisdiction construction standards and requirements. This background will translate well to the City of Kuna for providing reviews of submitted subdivision construction documents from other consultants.

**KEY PERSONNEL PROPOSED FOR THE CITY OF KUNA**

**Scott Wonders, PE | Land Development Group Leader**

More than 20 years of experience managing land development projects.

**Brad Watson, PE | Boise Municipal Group Leader**

More than 23 years of experience in the planning, design, and construction of municipal projects. Brad spent 11 years working for the City of Meridian Public Works Department including 3 years serving as the public works director.

**Brian Smith, PE | Boise Area Manager**

More than 25 years of experience in local urban roadway and utility design and engineering projects. Currently serves as the contract city engineer for the City of Wilder providing engineering services and reviews of new development projects.

**Justin Bozovich, PE | Land Development Project Engineer**

More than 17 years of experience in managing, reviewing, and designing land development project.

**Michael Byrns, PLS | Survey Lead**

More than 29 years of experience primarily focused on land development projects including topographic surveys, boundary, and preliminary/final platting.

### Cody McCammon, PLS | Licensed Surveyor

More than 21 years of experience primarily focused on land development projects including topographic surveys, boundary, and preliminary/final platting.

## ADDITIONAL RESOURCES

In addition to the key personnel listed above, we are also supported by two professional land surveyors in our Twin Falls office who we regularly work with on a wide range of projects and that can provide back up support if needed during high work periods.

3

### Please detail your experience with the City of Kuna. What projects have you been involved in with the City?

J-U-B has appreciated the opportunity to work with the City of Kuna on multiple projects over the last several years. A brief summary of recent projects that J-U-B has completed for the City of Kuna is shown here.

#### City of Kuna Projects

- Wastewater Treatment Plant Reuse Analysis
- Wastewater Treatment Plant Blower Replacement
- Downtown Revitalization Plan and Funding Support
- Main Street, Phase I: Design and Grant Administration
- Main Street, Phase II: TAP Grant application
- 2014 Pressurized Irrigation and Water Extension Project
- Wastewater Treatment Plant Parking Lot Improvements
- Urban Renewal Legal Description and Survey Support

4

### What current projects do you have going on in the City of Kuna?

J-U-B is currently working on the following projects in the City of Kuna:

#### Downtown Revitalization Project, Phase I – Design

J-U-B has completed and continues to support planning, permitting, funding, and design engineering services for Phase I of the Downtown Revitalization Project.

#### Downtown Revitalization Project, Phase I – Grant Administration

J-U-B is currently under contract to provide grant administration for Phase I of the downtown revitalization project including administrative services for the Department of Commerce and Idaho Transportation Department.

#### Comprehensive Plan Update

J-U-B is working with Agnew Beck to complete the *Envision Kuna* Comprehensive Plan Update.

#### Ardell Pond Storage and Pump Station

J-U-B provided design services for construction of a new irrigation storage pond and pump station for the City of Kuna. The project is currently in the final stages of construction.

#### Winfield Subdivision

J-U-B is providing survey, platting, design, and construction engineering services for this subdivision located within the City of Kuna's jurisdiction.

#### Falcon Crest Subdivision

J-U-B is providing survey, platting, design, and construction engineering services for this subdivision that is proposed to be constructed within the City of Kuna's jurisdiction.

#### Kuna School District School Facilities

J-U-B is providing planning and engineering services for proposed school facilities for the Kuna School District.

5

**If selected, what would be your turnaround time for subdivision review?**

J-U-B staff will be readily available to respond to subdivision review needs. We have a few staff members who live in Kuna, allowing for frequent pick-ups and drop-offs. **J-U-B anticipates that our average turnaround time for subdivision review would be two (2) weeks.** The review time may vary depending on the complexity and size of the development that is proposed.

**2017 RATE SCHEDULE**

for

**J-U-B Engineers, Inc.****Effective January 1, 2017**

Confidential Information

<b>Name / Title</b>	<b>Hourly Rate</b>
Principal Engineer	\$198.00
Senior Project Manager	\$188.00
Project Manager	\$162.00
Public Facilitator-PM	\$162.00
Structural Engineer	\$165.00
Senior Engineer	\$148.00
Project Engineer	\$133.00
Design Engineer	\$95.00
Public Facilitator	\$100.00
Planner-Lead	\$136.00
Planner	\$87.00
Licensed Surveyor	\$136.00
Surveyor	\$90.00
Senior Designer	\$120.00
Designer	\$100.00
CADD Technician	\$86.00
Technician	\$75.00
Project Accountant	\$83.00
Clerical	\$50.00
GIS Specialist	\$100.00
Resident Engineer	\$125.00
Senior Construction Observer	\$105.00