

## OFFICIALS

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



## CITY OF KUNA

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

### City Council Meeting AGENDA Tuesday, April 3, 2018

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

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

#### 2. *Invocation:* Justin Sturgeon, New Beginnings Christian Church

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

#### 4. *Consent Agenda:*

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

#### A. City Council Meeting Minutes:

##### 1. Regular City Council Minutes, March 20, 2018

#### B. Accounts Payable Dated March 29, 2018 in the Amount of \$194,978.35

#### C. Alcohol Licenses:

1. Jacksons #26 330 W 3<sup>rd</sup> Street – Off Premise Beer & Off Premise Wine
2. Jacksons #160 150 W Deer Flat Road – Off Premise Beer & Off Premise Wine
3. Packwest Bars LLC dba Red Eye Saloon 414 W Main Street – On Premise Beer & Liquor-by-the-Drink
4. S&D Kuna Inc dba Idaho Pizza Company 331 N Avenue E – On Premise Beer & On Premise Wine

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

**D. Resolutions**

**1. Consideration to approve Resolution No. R24-2018**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE ADA COUNTY JUVENILE COURT SERVICES INDIVIDUAL PLACEMENT SITE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

**2. Consideration to approve Resolution No. R25-2018**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL PROPERTY LEASE AGREEMENT LEASING TO THE CITY, THE PROPERTY FOR THE KUNA! INTERACTIVE ART PIECE LOCATED AT THE CORNER OF W. MAIN STREET AND N. AVENUE E, KUNA, IDAHO.

**E. Final Plats**

**1. Consideration to approve Case No. 18-06-FP (Final Plat) for Deserthawk Subdivision No. 3**

**5. Community Reports or Requests: None**

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

**A. Public Hearing and Consideration to approve Resolution No. R26-2018, Ordinance No. 2018-14, and Resolution No. R27-2018 for the Kuna Rural Fire District Capital Improvement Plan – Richard Roats, City Attorney**

**1. Consideration to approve Resolution No. R26-2018**

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

- MAKING CERTAIN FINDINGS;
- ADOPTION OF THE CAPITAL IMPROVEMENTS PLAN;
- DIRECTING THE CITY CLERK;
- SETTING AN EFFECTIVE DATE.

**2. Consideration to approve Ordinance No. 2018-14**

AN ORDINANCE AMENDING TITLE 12 OF THE KUNA CITY CODE BY ADDING A NEW CHAPTER 2 PROVIDING FOR:

- FIRE DISTRICT DEVELOPMENT IMPACT FEES;

- APPLICABILITY, FINDINGS AND PURPOSE;
- DEFINITIONS;
- IMPOSITION OF FIRE DISTRICT IMPACT FEE;
- COLLECTION OF FIRE DISTRICT IMPACT FEES;
- EXEMPTIONS;
- PROCESS FOR INDIVIDUAL ASSESSMENT;
- DEVELOPER CREDITS AND REIMBURSEMENTS;
- METHODOLOGY FOR CALCULATION OF FIRE DISTRICT IMPACT FEES;
- EXTRAORDINARY IMPACTS;
- FEE PAYER REFUNDS;
- ESTABLISHMENT BY THE FIRE DISTRICT OF AN IMPACT FEE TRUST FUND AND ACCOUNTS;
- USE AND EXPENDITURE OF FIRE DISTRICT IMPACT FEES;
- APPEALS, PROTEST AND MEDIATION;
- PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN;
- A REPORT AS A PART OF THE FIRE DISTRICT ANNUAL AUDIT;
- THE JOINT DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE;
- ENFORCEMENT AND COLLECTION;
- THE CITY AND FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT;
- MISCELLANEOUS PROVISIONS;
- PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE;
- CONSTRUCTION OF ORDINANCE INTENT; and
- PROVIDING AN EFFECTIVE DATE AND PUBLICATION.

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

3. Consideration to approve Resolution No. R27-2018

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

- MAKING CERTAIN FINDINGS;
- APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT WITH THE KUNA RURAL FIRE DISTRICT ENTITLED THE CITY OF KUNA/KUNA RURAL FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS;
- DIRECTING THE CITY CLERK;
- SETTING AN EFFECTIVE DATE.

**7. Business Items:**

- A. Idaho Crime Victims' Rights Week Proclamation – Mayor Stear
- B. Kids to Parks Day Proclamation – Mayor Stear
- C. Consideration to approve 18-02-LLA (Lot line Adjustment) for The Housing Company – Troy Behunin, Planner III

The applicant seeks LLA approval to reduce the two parcels into a single parcel. The existing parcels are approximately 0.503 acres and 1.314 acres, and when combined will create a single parcel approximately 1.81 acres in size. This will facilitate a true in-fill project and provide duplex housing for families with lower incomes and fill a need for affordable housing to Kuna.

- D. Discussion on Proposed FYE 2019 Budget Setting Calendar – John Marsh, City Treasurer

**8. Ordinances: None**

**9. Mayor/Council Announcements:**

**10. Executive Session: None**

**11. Adjournment:**

**OFFICIALS**

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

**CITY OF KUNA**

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

**City Council Meeting  
 MINUTES  
 Tuesday, March 20, 2018**

**6:00 P.M. REGULAR CITY COUNCIL****1. Call to Order and Roll Call****COUNCIL MEMBERS PRESENT:**

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

**CITY STAFF PRESENT:**

Chris Engels, City Clerk  
 Bob Bachman, Public Works Director  
 Bobby Withrow, Parks Director  
 John Marsh, City Treasurer  
 Wendy Howell, Planning & Zoning Director  
 Richard Roats, City Attorney  
 Jace Hellman, Planner II

**2. Invocation:** None**3. Pledge of Allegiance:** Mayor Stear**4. Consent Agenda:**

*(Timestamp 00:00:46)*

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

**A. City Council Meeting Minutes:****1. Board of Corrections and Regular City Council Minutes, March 6, 2018**

**B.** Accounts Payable Dated March 15, 2018 in the Amount of \$469,675.80

**C.** Alcohol Licenses:

1. Conpaz INC dba Enrique's Mexican Restaurant 482 W Main Street – On Premise Beer, Off Premise Beer, & Liquor-by-the-Drink
2. Grantura LLC dba Kuna Event Center 321 W 4<sup>th</sup> Street – On Premise Beer, Off Premise Beer, & Liquor-by-the-Drink
3. Cuda LLC dba Big Mic's 459 W Main Street – On Premise Beer, Off Premise Beer, & Liquor-by-the-Drink
4. JK Vond LLC dba Super C 331 N Avenue D – Off Premise Beer & Off Premise Wine
5. New Big Smoke LLC dba Big Smoke #134 1031 E Kuna Rd Ste 150 – Off Premise Beer & Off Premise Wine

**D.** Resolutions

1. Consideration to approve Resolution No. R20-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PARK USE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC., PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

2. Consideration to approve Resolution No. R21-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEPARTMENT HEADER PACKAGE SALES FORM AGREEMENT WITH CIVIC PLUS.

**Council President 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, Buban-Vonder Haar, Christensen, and McPherson**

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

## **5. Community Reports or Requests: None**

- A. Farmers Market Presentation – Liz Edwards, President  
(Timestamp 00:01:26)

Farmers Market President Liz Edwards thanked Council for allowing the use of the park and wanted to continue to use it in the upcoming season. She provided the

proposed dates for the Farmers Market and asked for a fee reduction to \$250.00 in park fees which was the same as the last few years.

Council President Buban-Vonder Haar thanked Ms. Edwards for bringing the Market to the community.

**B. Update on Clean-up Date – Chad Gordon, J&M Sanitation**  
(Timestamp 00:03:16)

Chad Gordon of J&M Sanitation updated Council about the annual Kuna Clean up and that it would be May 5, 2018 at the J & M Sanitation on Swan Falls. Last year was the largest year for participation. He noted volunteers were important to the event and stood for questions.

Council President Buban-Vonder Haar thanked him for the service. She encouraged him to let the community know how much was brought in and that it's a free service.

Mr. Gordon said he would. He provided some thoughts on how to deal with growth and how to keep the event moving forward.

Mayor Stear encouraged Mr. Gordon to provide the information to the City to help share the information and the generosity of the free service.

**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. 2018-07**  
(Timestamp 00:08:21)

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO STRIKING IN ITS ENTIRETY, SECTION 8 OF TITLE 6, CHAPTER 3 TITLED EASEMENTS AND REPLACING A NEW SECTION THAT PROVIDES FOR THE LOCATION AND WIDTH OF CITY AND PUBLIC UTILITIES EASEMENTS, ENCROACHMENT LOCATIONS, VESTS THE FINAL DETERMINATION OF THE LOCATION OF EASEMENTS WITH THE CITY ENGINEER, RESTRICTS THE PLACEMENT OF ENCROACHMENTS WITHIN THE EASEMENT AND RESPONSIBILITIES FOR DAMAGE, REMOVAL AND DISPOSAL, ALLOWS FOR EASEMENT MODIFICATIONS FOR SIDE YARD EASEMENTS LOCATED ON PHASE BOUNDARIES, AND PROVIDES AN EFFECTIVE DATE.

City Attorney Richard Roats presented the details of Ordinance No. 2018-07.

Mayor Stear added this was a bit of cleanup and would make life easier for the City, developers, and private homeowners that want to build onto their properties.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

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

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-07. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-07. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-07. Seconded by Council Member McPherson. Motion carried 4-0.**

**B. Public Hearing and Consideration to approve Ordinance No. 2018-08**  
(Timestamp 00:14:07)

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO ADDING A NEW CHAPTER, CHAPTER 18 TO TITLE 5, TITLED PRIVATE ROADS THAT PROVIDES FOR THE ALLOWANCE OF PRIVATE ROADS IN CERTAIN LOCATIONS, SETS FORTH CONSTRUCTION AND DESIGN STANDARDS, SETS FORTH ACCESS AND MAINTENANCE REQUIREMENTS, ESTABLISHES GATED ROAD RESTRICTIONS, PROVIDES FOR PRIVATE ALLEYS, REQUIRES COMPLIANCE WITH THE COMPREHENSIVE PLAN, AND PROVIDES FOR A WAIVER OF STANDARDS BY THE CITY COUNCIL; AMENDING KCC 5-7-3- PLANNED UNIT DEVELOPMENT TO REFERENCE PRIVATE ROADS- KCC 5-18-1; AMENDING 6-3-3- PLANNED UNIT DEVELOPMENT TO STRIKE THAT PORTION ONLY ALLOWING PRIVATE ROADS IN PLANNED UNIT DEVELOPMENTS AND ADDING THE REFERENCE TO KCC 5-18-1; AMENDING KCC 6-5-2- PLANNED UNIT AND CONDOMINIUM SUBDIVISIONS TO PROVIDE FOR PRIVATE ROAD STANDARDS CONSTRUCTED TO ADA COUNTY HIGHWAY DISTRICT LOCAL ROAD STANDARDS AND REVIEW BY THE CITY ENGINEER; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Richard Roats presented the details of Ordinance No. 2018-08.

Council Member Cardoza indicated he had spoken with Mr. Roats about paragraph C1 on page 5 of 16. He was concerned about the funds being retained by the home owners association to replenish the road and whether they would take care of the road or not. He asked if the city would be responsible if they didn't.

Mr. Roats responded the City would not have responsibility. He provided that the HOA would have to monitor it and any dissolution of an HOA would have to be approved by the City.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

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

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-08. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-08. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-08. Seconded by Council Member McPherson. Motion carried 4-0.**

**7. Business Items:**

- A.** Fair Housing Month Proclamation – Mayor Stear  
(Timestamp 00:20:22)

Mayor Stear read the proclamation.

- B.** Consideration to approve Resolution No. R22-2018 – Richard Roats, City Attorney  
(Timestamp 00:22:30)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE 2018 LEASE AGREEMENT WITH THE KUNA FARMERS MARKET; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

City Attorney Richard Roats presented the Kuna Farmers Market Lease Agreement and stood for questions.

Council Member Cardoza asked what the fee had been the previous year.

Mr. Roats replied \$250.00.

Council President Buban-Vonder Haar reiterated her appreciation of the Farmers Market and that she felt it was needed.

Council Member Cardoza thought the City did not charge for Kuna Days other than permitting.

City Clerk Chris Engels explained the City charged Kuna Days a pass through cost for the extra staff time that was needed during the event as well as fees for electricity, above and beyond paper goods, park rental fees, and after-hours permits.

Council Member Cardoza asked how much the fees were.

Ms. Engels did not know off the top of her head.

Council Member Cardoza had no objection to foregoing the fee for the Farmers Market because of the beneficial aspects it brought to the entire community as long as each merchant took out a mobile vendor permit.

Ms. Engels responded the Farmers Market was exempt from mobile permitting in Kuna City Code.

Mayor Stear explained that was so it ran all under a single grouping and each individual vendor would not have to come in to set things up.

Ms. Engels added that Kuna Days vendors did not have to come in for Mobile Vendor licensing either because they were under the umbrella of the special event itself.

Council Member Cardoza restated his willingness to forego the fee completely for the Farmers Market.

Council Member Christensen felt the fees applied to Kuna Days would not apply to the Farmers Market. He agreed with Council Member Cardoza in regards to what the Farmers Market had to offer without taking into account the added costs associated with doing a park event.

Council President Buban-Vonder Haar asked what the fee would normally be if the City charged their regular fee for the entire season.

Ms. Engels replied in general it would be \$100.00 plus \$10.00 for electricity for each weekend so for the whole season it would be roughly \$1,400.00. The \$250.00 for the annual was originally put in place to assist with the cost of electricity and the market being on the grass.

Council President Buban-Vonder Haar felt the City had significantly discounted the rates and had done so for many years. She got nervous when discussing forgoing all charges. She asked how they would determine what deserves getting a free ride because it wasn't really a free ride. If they did it for one they would need to be prepared that others would come in with the same request. She wanted to be sure they were prepared to set that precedent.

Council Member Cardoza compared the \$1,300,000.00 spent on Downtown to benefit those merchants to charging farmers \$250.00 to come in and sell produce. He reiterated the benefits the Farmers Market brought to the community and keeping Kuna an agricultural city.

Mayor Stear agreed with Council Member Cardoza regarding the benefits to the community. The fee was just a matter of covering the City's costs. If someone was there for profit the City needed to cover those costs because they couldn't subsidize those things. Personally he had no problem with not charging them anything at all but Council President Buban-Vonder Haar was right regarding the City needing to cover costs.

Chad Gordon of J&M Sanitation reminded the Council of the similar conversation they had the previous year and that his father had offered to cover the costs for them. He offered to do that again and would do so for his lifetime. If that helped the Council make a decision they would gladly do this because they felt it was an important deal.

Council Member Cardoza thanked Mr. Gordon.

**Council President Buban-Vonder Haar moved to approve Resolution No. R22-2018. Seconded by Council Member McPherson. Motion carried 4-0.**

- C. Consideration to approve Resolution No. R23-2018 – Richard Roats, City Attorney  
(Timestamp 00:32:48)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE AGREEMENT BETWEEN THE CITY OF KUNA AND VERIZON WIRELESS FOR THE USE OF LICENSOR PROPERTY IN CONNECTION WITH THE OPERATION OF A WIRELESS NETWORK.

City Attorney Richard Roats requested to table the matter to no date certain in order to present the Council with the big picture.

**Council President Buban-Vonder Haar moved to table Resolution No. R23-2018 to no date certain. Seconded by Council Member McPherson. Motion carried 4-0.**

- D. Consideration to approve remaining Splash Pad funds – Bobby Withrow, Parks Director  
(Timestamp 00:35:38)

Parks Director Bobby Withrow made a request for \$65,000.00 from contingency to finish the project and presented the specifics of what the money was needed for.

Council Member Cardoza asked what the total cost would be.

Mr. Withrow said it would be approximately \$300,000.00 for the finished project.

Council Member Cardoza asked if the water would constantly be on.

Mr. Withrow explained there would be 2 activating pedestals and how they would work. It would only run when people were there.

Council Member Cardoza asked about a security fence.

Mr. Withrow replied there would be a rail.

**Council President Buban-Vonder Haar moved to approve up to \$65,000.00 from contingency to finish the Splash Pad. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

- E.** High Level Review of Financial Results YTD Month Ending February 28, 2018 –  
John Marsh, City Treasurer  
(Timestamp 00:41:03)

City Treasurer John Marsh reviewed the funds. The General Fund's bottom-line was \$881,555.00. The Water Fund was \$607,927.00. The Sewer Fund was \$695,853.00. The Irrigation Fund was \$208,491.00. He stood for questions.

Mayor Stear noted the City had not gotten into any capital projects at that point and there were still 2 wells that would have to be replaced. Those funds would be needed for capital improvement projects.

Council Member Cardoza asked if the \$65,000.00 for the Splash Pad could come out of the Park Impact Fees.

City Attorney Richard Roats advised against it due to the funding mechanism of the Park Impact Fee and the allocations.

Mayor Stear reviewed how the Park Impact Fees worked.

## **8. Ordinances:**

- A.** Consideration to approve Ordinance No. 2018-15  
(Timestamp 00:47:06)

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1312142304 OWNED BY TROY TODD, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Council President Buban-Vonder Haar reviewed the case.

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-15. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-15. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**  
**Absent: None**  
**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-15. Seconded by Council Member McPherson. Motion carried 4-0.**

- B.** Consideration to approve Ordinance No. 2018-16  
(Timestamp 00:49:00)

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1314233800 OWNED BY AP DEVELOPMENT LLC, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Council President Buban-Vonder Haar reviewed the case.

*Consideration to waive three readings of ordinance*  
*Consideration to approve ordinance*  
*Consideration to approve summary publication of ordinance.*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-16. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-16. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-16. Seconded by Council Member McPherson. Motion carried 4-0.**

- C.** Consideration to approve Ordinance No. 2018-17  
(Timestamp 00:50:36)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1326428020 OWNED BY OASIS PROPERTIES LLC FROM R-6 TO R-8;

SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Council President Buban-Vonder Haar reviewed the case.

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-17. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-17. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-17. Seconded by Council Member McPherson. Motion carried 4-0.**

- D.** Consideration to approve Ordinance No. 2018-18  
(Timestamp 00:52:10)

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NOS. S1418336401 AND S1418336332 OWNED BY JAPHETH LLC, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Council President Buban-Vonder Haar reviewed the case.

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-18. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-18. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-18. Seconded by Council Member McPherson. Motion carried 4-0.**

- E.** Consideration to approve Ordinance No. 2018-19  
(Timestamp 00:53:45)

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1322438400 OWNED BY N STAR FARM LLC, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Council President Buban-Vonder Haar reviewed the case.

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-19. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-19. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-19. Seconded by Council Member McPherson. Motion carried 4-0.**

- F.** Consideration to approve Ordinance No. 2018-20  
(Timestamp 00:55:15)

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1314325413 OWNED BY N STAR FARM LLC, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Council President Buban-Vonder Haar reviewed the case.

*Consideration to waive three readings of ordinance*

*Consideration to approve ordinance*

*Consideration to approve summary publication of ordinance*

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-20. Seconded by Council Member McPherson. Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-20. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

**Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-20. Seconded by Council Member McPherson. Motion carried 4-0.**

**9. Mayor/Council Announcements:**

(Timestamp 00:56:44)

Council President Buban-Vonder Haar asked Parks Director Bobby Withrow when the Splash Pad would be done.

Mr. Withrow replied they were hoping to be done by Memorial Day.

**10. Executive Session:**

- A. Adjourn to Executive Session Pursuant to Idaho Code 74-206(c) for the Purpose of Discussing a Land Acquisition Matter  
(Timestamp 00:57:26)

**Council President Buban-Vonder Haar moved to adjourn to Executive Session Pursuant to Idaho Code 74-206(c) for the Purpose of Discussing a Land Acquisition Matter. Seconded by Council Member McPherson. Approved by the following roll call vote:**

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

**Voting No: None**

**Absent: None**

**Motion carried 4-0.**

Information received. No Action was taken.

**Adjournment to Executive Session: 6:57 PM**

**Executive Session adjourned: 7:15 PM**

**11. Adjournment: 7:15 PM**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk*

*Date Approved: CCM 04.03.2018*

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## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>2M COMPANY, INC.</b>												
1461	2M COMPANY, INC.	4126370-000	6762	<u>SPRINKLER PARTS FOR GREENBELT REPAIRS. J.MORFIN, MAR.'18</u>	03/26/2018	191.42	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/18		
Total 4126370-000:						191.42	.00					
Total 2M COMPANY, INC.:						191.42	.00					
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0514623		<u>NAME PLATE FOR NEW HIRE F GIDDINGS, MAR 18</u>	03/13/2018	14.11	.00	01-6165 OFFICE SUPPLIES	0	3/18		
277	ABC STAMP, SIGNS & AWARDS	0514623		<u>NAME PLATE FOR NEW HIRE F GIDDINGS, MAR 18, WATER</u>	03/13/2018	.35	.00	20-6165 OFFICE SUPPLIES	0	3/18		
277	ABC STAMP, SIGNS & AWARDS	0514623		<u>NAME PLATE FOR NEW HIRE F GIDDINGS, MAR 18, SEWER</u>	03/13/2018	.35	.00	21-6165 OFFICE SUPPLIES	0	3/18		
277	ABC STAMP, SIGNS & AWARDS	0514623		<u>NAME PLATE FOR NEW HIRE F GIDDINGS, MAR 18, PI</u>	03/13/2018	.18	.00	25-6165 OFFICE SUPPLIES	0	3/18		
Total 0514623:						14.99	.00					
Total ABC STAMP, SIGNS & AWARDS:						14.99	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (RENT)</b>												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14785		<u>SHOP RENT FOR APRIL, MAR 18, PARKS</u>	03/15/2018	148.50	.00	01-6211 RENT- BUILDINGS & LAND	1004	3/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14785		<u>SHOP RENT FOR APRIL, MAR 18, WATER</u>	03/15/2018	126.00	.00	20-6211 RENT- BUILDINGS & LAND	0	3/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14785		<u>SHOP RENT FOR APRIL, MAR 18, SEWER</u>	03/15/2018	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	3/18		

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1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	14785		<u>SHOP RENT FOR APRIL, MAR 18, PI</u>	03/15/2018	54.00	.00	<u>25-6211 RENT - BUILDINGS &amp; LAND</u>	0	3/18		
Total 14785:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
<b>ADVANCED COMMUNICATIONS, INC.</b>												
1566	ADVANCED COMMUNICATIONS, INC.	17647		<u>QUARTERLY MAINTENANCE CHARGES PERIOD FROM 4-1-18 TO 6-30-18, MAR 18</u>	03/01/2018	94.08	.00	<u>01-6255 TELEPHONE</u>	0	3/18		
1566	ADVANCED COMMUNICATIONS, INC.	17647		<u>QUARTERLY MAINTENANCE CHARGES PERIOD FROM 4-1-18 TO 6-30-18, MAR 18, P&amp;Z</u>	03/01/2018	33.60	.00	<u>01-6255 TELEPHONE</u>	1003	3/18		
1566	ADVANCED COMMUNICATIONS, INC.	17647		<u>QUARTERLY MAINTENANCE CHARGES PERIOD FROM 4-1-18 TO 6-30-18, MAR 18, WATER</u>	03/01/2018	87.36	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	3/18		
1566	ADVANCED COMMUNICATIONS, INC.	17647		<u>QUARTERLY MAINTENANCE CHARGES PERIOD FROM 4-1-18 TO 6-30-18, MAR 18, SEWER</u>	03/01/2018	87.36	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	3/18		
1566	ADVANCED COMMUNICATIONS, INC.	17647		<u>QUARTERLY MAINTENANCE CHARGES PERIOD FROM 4-1-18 TO 6-30-18, MAR 18, PI</u>	03/01/2018	33.60	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	3/18		
Total 17647:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						336.00	.00					
<b>AGNEW BECK CONSULTING, INC.</b>												
1883	AGNEW BECK CONSULTING, INC.	7128		<u>CONSULTING FOR WORK COMPLETED FROM 2-1-18 TO 2-28-18, MAR 18</u>	03/13/2018	6,972.30	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	3/18		
Total 7128:						6,972.30	.00					
Total AGNEW BECK CONSULTING, INC.:						6,972.30	.00					





Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				S.HOWELL, MAR.'18	03/15/2018	171.91	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	3/18		
Total 1453286:						171.91	.00					
Total CANYON HONDA:						171.91	.00					
<b>CASSANDRA SARAH JOHNSTON</b>												
1924	CASSANDRA SARAH JOHNSTON	100	6736	MAYOR, COUNCIL, AND DIRECTORS PHOTOS, A.WELKER, MAR.'18	03/26/2018	112.50	.00	01-6155 MEETINGS/COMMITTEES	1032	3/18		
1924	CASSANDRA SARAH JOHNSTON	100	6736	MAYOR, COUNCIL, AND DIRECTORS PHOTOS, A.WELKER, MAR.'18, WATER	03/26/2018	112.50	.00	20-6155 MEETINGS/COMMITTEES	1032	3/18		
1924	CASSANDRA SARAH JOHNSTON	100	6736	MAYOR, COUNCIL, AND DIRECTORS PHOTOS, A.WELKER, MAR.'18, SEWER	03/26/2018	112.50	.00	21-6155 MEETINGS/COMMITTEES	1032	3/18		
1924	CASSANDRA SARAH JOHNSTON	100	6736	MAYOR, COUNCIL, AND DIRECTORS PHOTOS, A.WELKER, MAR.'18, PI	03/26/2018	112.50	.00	25-6155 MEETING/COMMITTEES	1032	3/18		
Total 100:						450.00	.00					
Total CASSANDRA SARAH JOHNSTON:						450.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208929179371		DEDICATED LINE TO ELEVATOR, 3-7-18 TO 4-6-18, MAR 18	03/16/2018	13.23	13.23	01-6255 TELEPHONE	0	3/18	03/16/2018	
62	CENTURYLINK	208929179371		DEDICATED LINE TO ELEVATOR, 3-7-18 TO 4-6-18, MAR 18, P&Z	03/16/2018	4.74	4.74	01-6255 TELEPHONE	1003	3/18	03/16/2018	
62	CENTURYLINK	208929179371		DEDICATED LINE TO ELEVATOR, 3-7-18 TO 4-6-18, MAR 18, WATER	03/16/2018	12.31	12.31	20-6255 TELEPHONE EXPENSE	0	3/18	03/16/2018	
62	CENTURYLINK	208929179371		DEDICATED LINE TO ELEVATOR, 3-7-18 TO 4-6-18, MAR 18, SEWER	03/16/2018	12.31	12.31	21-6255 TELEPHONE EXPENSE	0	3/18	03/16/2018	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
62	CENTURYLINK	208929179371		DEDICATED LINE TO ELEVATOR, 3-7-18 TO 4-6-18, MAR 18, P.I	03/16/2018	4.74	4.74	25-6255 TELEPHONE EXPENSE	0	3/18	03/16/2018	
Total 20892917937184618:						47.33	47.33					
Total CENTURYLINK:						47.33	47.33					
<b>CITY OF BOISE</b>												
571	CITY OF BOISE	03202018COB		EROSION AND SEDIMENT CONTROL CERT, M.MEADE & J.MORFIN, MAR.'18 - PARKS	03/20/2018	110.00	110.00	01-6265 TRAINING & SCHOOLING	1004	3/18	03/19/2018	
571	CITY OF BOISE	03202018COB		EROSION AND SEDIMENT CONTROL CERT, J.COX & J.WEBB, MAR.'18 - WATER	03/20/2018	88.00	88.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	3/18	03/19/2018	
571	CITY OF BOISE	03202018COB		EROSION AND SEDIMENT CONTROL CERT, J.COX & J.WEBB, MAR.'18 - P.I	03/20/2018	22.00	22.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	3/18	03/19/2018	
571	CITY OF BOISE	03202018COB		EROSION AND SEDIMENT CONTROL CERT, R.DAVILA & M. FISETTE, MAR.'18 - SEWER	03/20/2018	110.00	110.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	3/18	03/19/2018	
571	CITY OF BOISE	03202018COB		EROSION AND SEDIMENT CONTROL CERT, C.OSWALD, MAR.'18	03/20/2018	23.10	23.10	20-6265 TRAINING & SCHOOLING EXPENSE	0	3/18	03/19/2018	
571	CITY OF BOISE	03202018COB		EROSION AND SEDIMENT CONTROL CERT, C.OSWALD, MAR.'18	03/20/2018	23.10	23.10	21-6265 TRAINING & SCHOOLING EXPENSE	0	3/18	03/19/2018	
571	CITY OF BOISE	03202018COB		EROSION AND SEDIMENT CONTROL CERT, C.OSWALD, MAR.'18	03/20/2018	8.80	8.80	25-6265 TRAINING & SCHOOLING EXPENSE	0	3/18	03/19/2018	
Total 03202018COB:						385.00	385.00					
Total CITY OF BOISE:						385.00	385.00					

**CLOVERDALE NURSERY**

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725	CLOVERDALE NURSERY	173541	6730	<u>DIAMOND DUST FOR BALL FIELDS, J MORFIN, PARKS, MAR 18</u>	03/14/2018	2,325.00	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/18		
Total 173541:						2,325.00	.00					
Total CLOVERDALE NURSERY:						2,325.00	.00					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	1581894	6711	<u>MANHOLE RING, BLOW-OFF BOX, CONCRETE RING, LID, 2" WATER SERVICE TO COWGIRLS, MAR 18</u>	03/14/2018	2,852.27	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total 1581894:						2,852.27	.00					
Total CORE & MAIN LP:						2,852.27	.00					
<b>EVER-FRESH CARPET CLEANING</b>												
1730	EVER-FRESH CARPET CLEANING	1809		<u>CARPET CLEANING AT CITY HALL, MAR 18</u>	03/26/2018	100.80	.00	<u>01-6025 JANITORIAL</u>	0	3/18		
1730	EVER-FRESH CARPET CLEANING	1809		<u>CARPET CLEANING AT CITY HALL, MAR 18, P&amp;Z</u>	03/26/2018	36.00	.00	<u>01-6025 JANITORIAL</u>	1003	3/18		
1730	EVER-FRESH CARPET CLEANING	1809		<u>CARPET CLEANING AT CITY HALL, MAR 18, WATER</u>	03/26/2018	93.60	.00	<u>20-6025 JANITORIAL</u>	0	3/18		
1730	EVER-FRESH CARPET CLEANING	1809		<u>CARPET CLEANING AT CITY HALL, MAR 18, SEWER</u>	03/26/2018	93.60	.00	<u>21-6025 JANITORIAL</u>	0	3/18		
1730	EVER-FRESH CARPET CLEANING	1809		<u>CARPET CLEANING AT CITY HALL, MAR 18, PI</u>	03/26/2018	36.00	.00	<u>25-6025 JANITORIAL</u>	0	3/18		
Total 1809:						360.00	.00					
1730	EVER-FRESH CARPET CLEANING	1810		<u>CARPET CLEANING AT NWWTP, MAR 18, WATER</u>	03/26/2018	83.16	.00	<u>20-6025 JANITORIAL</u>	0	3/18		
1730	EVER-FRESH CARPET CLEANING	1810		<u>CARPET CLEANING AT NWWTP, MAR 18, SEWER</u>	03/26/2018	83.16	.00	<u>21-6025 JANITORIAL</u>	0	3/18		

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1730	EVER-FRESH CARPET CLEANING	1810		<u>CARPET CLEANING AT NWWTP. MAR 18, PI</u>	03/26/2018	31.68	.00	<u>25-6025 JANITORIAL</u>	0	3/18		
Total 1810:						198.00	.00					
Total EVER-FRESH CARPET CLEANING:						558.00	.00					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0678653	6705	<u>GASKETS AND COUPLERS, FOR FARM MAINLINE REPAIR, T.FLEMING, MAR.'18 - FARM</u>	03/14/2018	232.51	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/18		
Total 0678653:						232.51	.00					
Total FERGUSON ENTERPRISES INC:						232.51	.00					
<b>FLUID CONNECTOR PRODUCTS, INC.</b>												
1083	FLUID CONNECTOR PRODUCTS, INC.	6932762	6752	<u>2 1/4 IN ADAPTER VALVES FOR REPLACEMENT IN CHLORINATOR SENSOR, M NADEAU, SEWER, MAR 18</u>	03/23/2018	13.04	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	3/18		
Total 6932762:						13.04	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	6934295	6766	<u>REPLACE BROKEN GAUGE FOR EFFLUENT PUMP #3 THE FARM, T.FLEMING, MAR.'18</u>	03/27/2018	116.54	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total 6934295:						116.54	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						129.58	.00					
<b>GEM STATE ELECTRIC</b>												
996	GEM STATE ELECTRIC	114265	6772	<u>PUMPS REPAIRED AT HUBBARD LIFT STATION, T.FLEMING, MAR.'18</u>	03/15/2018	1,103.63	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total 114265:						1,103.63	.00					

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996	GEM STATE ELECTRIC	114266	6772	<u>PUMPS REPAIRED AT HUBBARD LIFT STATION, T.FLEMING, MAR.'18</u>	03/15/2018	650.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total 114266:						650.00	.00					
Total GEM STATE ELECTRIC:						1,753.63	.00					
<b>HACH COMPANY</b>												
157	HACH COMPANY	10882574	6733	<u>PHOSPHATES AND REAGENT FOR ANALYZER, T.SHAFFER, MAR.'18</u>	03/19/2018	1,040.29	.00	<u>21-6152 M &amp; R - LABORATORY COSTS</u>	0	3/18		
Total 10882574:						1,040.29	.00					
Total HACH COMPANY:						1,040.29	.00					
<b>HARBOR FREIGHT TOOLS</b>												
1312	HARBOR FREIGHT TOOLS	364908	6763	<u>COAX AND SHOVELS FOR PARKS VAN, J.MORFIN, MAR.'18</u>	03/26/2018	32.97	.00	<u>01-6175 SMALL TOOLS</u>	1004	3/18		
1312	HARBOR FREIGHT TOOLS	364908	6763	<u>MOVING BLANKET FOR KUNA SIGN, J.MORFIN, MAR.'18</u>	03/26/2018	149.98	.00	<u>40-6166 PP&amp;E PURCHASES OPERATIONS</u>	1127	3/18		
1312	HARBOR FREIGHT TOOLS	364908	6763	<u>COAX AND SHOVELS, J.MORFIN, MAR.'18</u>	03/26/2018	4.99	.00	<u>03-6381 EXP - DNTWN REVIT ART - TTV</u>	1004	3/18		
Total 364908:						187.94	.00					
1312	HARBOR FREIGHT TOOLS	364910	6763	<u>ADDITIONAL MOVING BLANKETS FOR KUNA SIGN, J.MORFIN, MAR.'18</u>	03/26/2018	14.97	.00	<u>03-6381 EXP - DNTWN REVIT ART - TTV</u>	0	3/18		
Total 364910:						14.97	.00					
Total HARBOR FREIGHT TOOLS:						202.91	.00					

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HOCOCHAN HOLDINGS, INC.												
1619	HOCOCHAN HOLDINGS, INC.	AR619601		<u>MONTHLY COPYCARE FOR SERVICES FROM 03-03-18 TO 04-02-17, MAR 18</u>	03/09/2018	77.28	.00	<u>01-6052 CONTRACT SERVICES</u>	0	3/18		
1619	HOCOCHAN HOLDINGS, INC.	AR619601		<u>MONTHLY COPYCARE FOR SERVICES FROM 03-03-18 TO 04-02-17, MAR 18, P&amp;Z</u>	03/09/2018	27.60	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	3/18		
1619	HOCOCHAN HOLDINGS, INC.	AR619601		<u>MONTHLY COPYCARE FOR SERVICES FROM 03-03-18 TO 04-02-17, MAR 18, WATER</u>	03/09/2018	71.76	.00	<u>20-6052 CONTRACT SERVICES</u>	0	3/18		
1619	HOCOCHAN HOLDINGS, INC.	AR619601		<u>MONTHLY COPYCARE FOR SERVICES FROM 03-03-18 TO 04-02-17, MAR 18, SEWER</u>	03/09/2018	71.76	.00	<u>21-6052 CONTRACT SERVICES</u>	0	3/18		
1619	HOCOCHAN HOLDINGS, INC.	AR619601		<u>MONTHLY COPYCARE FOR SERVICES FROM 03-03-18 TO 04-02-17, MAR 18, PI</u>	03/09/2018	27.60	.00	<u>25-6052 CONTRACT SERVICES</u>	0	3/18		
Total AR619601:						276.00	.00					
Total HOCOCHAN HOLDINGS, INC.:						276.00	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - ADMIN</u>	03/28/2018	449.98	.00	<u>01-6290 UTILITIES</u>	0	3/18		
38	IDAHO POWER CO	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - P &amp; Z</u>	03/28/2018	36.38	.00	<u>01-6290 UTILITIES</u>	1003	3/18		
38	IDAHO POWER CO	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - SR CENTER</u>	03/28/2018	283.73	.00	<u>01-6290 UTILITIES</u>	1001	3/18		
38	IDAHO POWER CO	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - ST LIGHTS</u>	03/28/2018	6,215.83	.00	<u>01-6290 UTILITIES</u>	1002	3/18		
38	IDAHO POWER CO	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - PARKS</u>	03/28/2018	780.47	.00	<u>01-6290 UTILITIES</u>	1004	3/18		
38	IDAHO POWER CO	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - WATER</u>	03/28/2018	8,943.04	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	3/18		

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	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - SEWER</u>	03/28/2018	17,346.11	.00	21-6290 UTILITIES EXPENSE	0	3/18		
38	IDAHO POWER CO	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - P.I</u>	03/28/2018	865.81	.00	25-6290 UTILITIES EXPENSE	0	3/18		
38	IDAHO POWER CO	03282018I		<u>ELECTRIC SERVICE FOR MARCH 2018 - FARM</u>	03/28/2018	1,696.40	.00	21-6090 FARM EXPENDITURES	0	3/18		
Total 03282018I:						36,617.75	.00					
Total IDAHO POWER CO:						36,617.75	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1098277-A	6688	<u>AD#1738775. PUBLIC HEARING NOTICE. KUNA RURAL FIRE DIST DEVELOPMENT IMPACT FEE ORDINANCE. C.ENGELS. MAR.'18</u>	03/22/2018	86.42	.00	01-6125 LEGAL PUBLICATIONS	0	3/18		
Total 1098277-A:						86.42	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1098277-B	6727	<u>AD#1741716. LEGAL NOTICE. REZONE WHISPER MEADOWS. T.BEHUNIN. MAR.'18</u>	03/22/2018	56.80	.00	01-6125 LEGAL PUBLICATIONS	1003	3/18		
Total 1098277-B:						56.80	.00					
Total IDAHO PRESS TRIBUNE, LLC:						143.22	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	106073		<u>MONITOR ADAPER FOR J HELLMAN. MAR 18. P&amp;Z</u>	03/10/2018	17.04	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1003	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106073		<u>MONITOR ADAPER FOR J HELLMAN. MAR 18. WATER</u>	03/10/2018	.84	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	1003	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106073		<u>MONITOR ADAPER FOR J HELLMAN. MAR 18. SEWER</u>	03/10/2018	.84	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	1003	3/18		

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1595	INTEGRINET SOLUTIONS, INC.	106073		<u>MONITOR ADAPER FOR J HELLMAN, MAR 18, PI</u>	03/10/2018	.28	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	1003	3/18		
Total 106073:						19.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	106108		<u>ASSISTED ROBIN WITH VPN SETUP, MAR 18</u>	03/11/2018	26.40	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	4000	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106108		<u>TESTED SCANNING TO ADA COUNTY TO VERIFY IT WAS WORKING. WORKED WITH J MARSH TO GET ADA COUNTY SCANNING WORKING. SET UP ZOOMING ON J MORFIN COMPUTER , MAR 18</u>	03/11/2018	88.70	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106108		<u>TESTED SCANNING TO ADA COUNTY TO VERIFY IT WAS WORKING. WORKED WITH J MARSH TO GET ADA COUNTY SCANNING WORKING. SET UP ZOOMING ON J MORFIN COMPUTER , MAR 18, P&amp;Z</u>	03/11/2018	31.68	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106108		<u>TESTED SCANNING TO ADA COUNTY TO VERIFY IT WAS WORKING. WORKED WITH J MARSH TO GET ADA COUNTY SCANNING WORKING. SET UP ZOOMING ON J MORFIN COMPUTER , MAR 18, WATER</u>	03/11/2018	82.37	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106108		<u>TESTED SCANNING TO ADA COUNTY TO VERIFY IT WAS WORKING. WORKED WITH J MARSH TO GET ADA COUNTY SCANNING WORKING. SET UP ZOOMING ON J MORFIN COMPUTER , MAR 18, SEWER</u>	03/11/2018	82.37	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106108		<u>TESTED SCANNING TO ADA COUNTY TO VERIFY IT WAS WORKING. WORKED WITH J MARSH TO GET ADA COUNTY SCANNING WORKING. SET UP ZOOMING ON J MORFIN COMPUTER , MAR 18, PI</u>	03/11/2018	31.68	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	3/18		

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 106108:						343.20	.00					
1595	INTEGRINET SOLUTIONS, INC.	106208		<u>PRO ACTION SERVICE AND MAINTENANCE FOR TWO SERVERS, MAR 18</u>	03/15/2018	285.62	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106208		<u>PRO ACTION SERVICE AND MAINTENANCE FOR TWO SERVERS, MAR 18, P&amp;Z</u>	03/15/2018	102.01	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106208		<u>PRO ACTION SERVICE AND MAINTENANCE FOR TWO SERVERS, MAR 18, WATER</u>	03/15/2018	265.23	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106208		<u>PRO ACTION SERVICE AND MAINTENANCE FOR TWO SERVERS, MAR 18, SEWER</u>	03/15/2018	265.23	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106208		<u>PRO ACTION SERVICE AND MAINTENANCE FOR TWO SERVERS, MAR 18, PI</u>	03/15/2018	102.01	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
Total 106208:						1,020.10	.00					
1595	INTEGRINET SOLUTIONS, INC.	106337		<u>TALKED WITH ADA COUNTY ABOUT SCANNING ISSUE. EMAIL ISSUE WITH MAYOR. MANUAL FOR NEW PRINTER. TESTED SCANNING TO ADA COUNTY. TRACKED DOWN EMAIL ISSUE. PERFORMED PRO ACTION MAINTENANCE. ADDED F GIDDINGS. CONFIRMED W HOWELL CAN SAVE TO PDF, MAR 18</u>	03/18/2018	110.88	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106337		<u>TALKED WITH ADA COUNTY ABOUT SCANNING ISSUE. EMAIL ISSUE WITH MAYOR. MANUAL FOR NEW PRINTER. TESTED SCANNING TO ADA COUNTY. TRACKED DOWN EMAIL ISSUE. PERFORMED PRO ACTION MAINTENANCE. ADDED F GIDDINGS. CONFIRMED W HOWELL CAN SAVE TO PDF, MAR 18, P&amp;Z</u>	03/18/2018	39.60	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	3/18		

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.	106337		TALKED WITH ADA COUNTY ABOUT SCANNING ISSUE. EMAIL ISSUE WITH MAYOR. MANUAL FOR NEW PRINTER. TESTED SCANNING TO ADA COUNTY. TRACKED DOWN EMAIL ISSUE. PERFORMED PRO ACTION MAINTENANCE. ADDED F GIDDINGS. CONFIRMED W HOWELL CAN SAVE TO PDF, MAR 18. WAT	03/18/2018	102.96	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106337		TALKED WITH ADA COUNTY ABOUT SCANNING ISSUE. EMAIL ISSUE WITH MAYOR. MANUAL FOR NEW PRINTER. TESTED SCANNING TO ADA COUNTY. TRACKED DOWN EMAIL ISSUE. PERFORMED PRO ACTION MAINTENANCE. ADDED F GIDDINGS. CONFIRMED W HOWELL CAN SAVE TO PDF, MAR 18. SEW	03/18/2018	102.96	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
1595	INTEGRINET SOLUTIONS, INC.	106337		TALKED WITH ADA COUNTY ABOUT SCANNING ISSUE. EMAIL ISSUE WITH MAYOR. MANUAL FOR NEW PRINTER. TESTED SCANNING TO ADA COUNTY. TRACKED DOWN EMAIL ISSUE. PERFORMED PRO ACTION MAINTENANCE. ADDED F GIDDINGS. CONFIRMED W HOWELL CAN SAVE TO PDF, MAR 18. PI	03/18/2018	39.60	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
Total 106337:						396.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,778.30	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482135196291		NATURAL GAS CONSUMPTION FOR SR CENTER, MAR 18	03/23/2018	545.75	545.75	01-6290 UTILITIES	1001	3/18	03/23/2018	
Total 482135196291831218:						545.75	545.75					

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37	INTERMOUNTAIN GAS CO	482634665209		<u>NATURAL GAS CONSUMPTION FOR CITY HALL, 2-9-18 TO 3-12- 18, MAR 18</u>	03/23/2018	136.16	136.16	<u>01-6290 UTILITIES</u>	0	3/18	03/23/2018	
37	INTERMOUNTAIN GAS CO	482634665209		<u>NATURAL GAS CONSUMPTION FOR CITY HALL, 2-9-18 TO 3-12- 18, MAR 18, P&amp;Z</u>	03/23/2018	48.63	48.63	<u>01-6290 UTILITIES</u>	1003	3/18	03/23/2018	
37	INTERMOUNTAIN GAS CO	482634665209		<u>NATURAL GAS CONSUMPTION FOR CITY HALL, 2-9-18 TO 3-12- 18, MAR 18, WATER</u>	03/23/2018	126.44	126.44	<u>20-6290 UTILITIES EXPENSE</u>	0	3/18	03/23/2018	
37	INTERMOUNTAIN GAS CO	482634665209		<u>NATURAL GAS CONSUMPTION FOR CITY HALL, 2-9-18 TO 3-12- 18, MAR 18, SEWER</u>	03/23/2018	126.44	126.44	<u>21-6290 UTILITIES EXPENSE</u>	0	3/18	03/23/2018	
37	INTERMOUNTAIN GAS CO	482634665209		<u>NATURAL GAS CONSUMPTION FOR CITY HALL, 2-9-18 TO 3-12- 18, MAR 18, PI</u>	03/23/2018	48.63	48.63	<u>25-6290 UTILITIES EXPENSE</u>	0	3/18	03/23/2018	
Total 4826346652091831218:						486.30	486.30					
Total INTERMOUNTAIN GAS CO:						1,032.05	1,032.05					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	03092018-031		<u>SANITATION RECEIPT TRANSFER, 03-09-18 TO 03-15- 18, MAR18</u>	03/16/2018	54,731.37	54,731.37	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	3/18	03/16/2018	
230	J & M SANITATION, INC.	03092018-031		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEE 03-09-18 TO 03-15-18, MAR18</u>	03/16/2018	-5,407.46	-5,407.46	<u>01-4170 FRANCHISE FEES</u>	0	3/18	03/16/2018	
Total 03092018-03152018:						49,323.91	49,323.91					
230	J & M SANITATION, INC.	03162018-032		<u>SANITATION RECEIPT TRANSFER, 03-16-18 TO 03-22- 18, MAR 18</u>	03/23/2018	32,351.60	32,351.60	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	3/18	03/23/2018	
230	J & M SANITATION, INC.	03162018-032		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEE, 03-16-18 TO 03-22-18, MAR 18</u>	03/23/2018	-3,196.33	-3,196.33	<u>01-4170 FRANCHISE FEES</u>	0	3/18	03/23/2018	

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Total 03162018-03222018:						29,155.27	29,155.27					
Total J & M SANITATION, INC.:						78,479.18	78,479.18					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	2806061		<u>BANK FEES, MAR 18</u>	02/28/2018	25.01	.00	01-6505 BANK FEES	0	3/18		
1328	JACK HENRY & ASSOCIATES, INC.	2806061		<u>BANK FEES, MAR 18, P&amp;Z</u>	02/28/2018	1.25	.00	01-6505 BANK FEES	1003	3/18		
1328	JACK HENRY & ASSOCIATES, INC.	2806061		<u>BANK FEES, MAR 18, WATER</u>	02/28/2018	41.28	.00	20-6505 BANK FEES	0	3/18		
1328	JACK HENRY & ASSOCIATES, INC.	2806061		<u>BANK FEES, MAR 18, SEWER</u>	02/28/2018	41.28	.00	21-6505 BANK FEES	0	3/18		
1328	JACK HENRY & ASSOCIATES, INC.	2806061		<u>BANK FEES, MAR 18, PI</u>	02/28/2018	16.26	.00	25-6505 BANK FEES	0	3/18		
Total 2806061:						125.08	.00					
Total JACK HENRY & ASSOCIATES, INC.:						125.08	.00					
<b>J-U-B ENGINEERS, INC.</b>												
1236	J-U-B ENGINEERS, INC.	0115051		<u>PROFESSIONAL SERVICES FROM NTP TO FEB 3, KUNA W 2ND STREET PARKING LOT, COMPASS CMI PARKING LOT, FEB 18</u>	02/26/2018	621.00	.00	03-6382 EXP-COMPASS CIM PARKING LOT	0	2/18		
Total 0115051:						621.00	.00					
Total J-U-B ENGINEERS, INC.:						621.00	.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	0000008-3		<u>PROFESSIONAL SERVICES 1-1-18 TO 2-28-18, ORCHARD REGIONAL LIFT STATION PROJECT (2017), SEWER, MAR 18</u>	03/07/2018	25,375.00	.00	21-6020 CAPITAL IMPROVEMENTS	1104	3/18		

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Total 0000008-3:						25,375.00	.00					
429	KELLER ASSOCIATES, INC.	214112-005		<u>PROFESSIONAL SERVICES FROM 2-1-18 TO 2-28-18, LAGOON NOS 3&amp;4 SEEPAGE TEST, SEWER, FEB 18</u>	03/13/2018	1,378.50	.00	21-6202 <u>PROFESSIONAL SERVICES</u>	0	2/18		
Total 214112-005:						1,378.50	.00					
Total KELLER ASSOCIATES, INC.:						26,753.50	.00					
<b>KUNA JT. SCHOOL DISTRICT NO. 3</b>												
199	KUNA JT. SCHOOL DISTRICT NO. 3	666		<u>FIBER OPTIC LEASE FOR MAR 18</u>	03/27/2018	84.00	.00	01-6255 <u>TELEPHONE</u>	0	3/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	666		<u>FIBER OPTIC LEASE FOR MAR 18, P&amp;Z</u>	03/27/2018	30.00	.00	01-6255 <u>TELEPHONE</u>	1003	3/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	666		<u>FIBER OPTIC LEASE FOR MAR 18, WATER</u>	03/27/2018	78.00	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	3/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	666		<u>FIBER OPTIC LEASE FOR MAR 18, SEWER</u>	03/27/2018	78.00	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	3/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	666		<u>FIBER OPTIC LEASE FOR MAR 18, PI</u>	03/27/2018	30.00	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	3/18		
Total 666:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A97202	6744	<u>2 EA 3/4 COUPLING, 1 90' 3/4 IN ELBOW, 4 EA 3'4 CONDUIT FOR ELECTRICAL PROJECT ON GREENBELT TO INSTALL ELECTRICAL AIR PUMP AT INDIAN CREEK STAIRS, M MEADE, PARKS, MAR 18</u>	03/21/2018	12.35	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/18		

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Total A97202:						12.35	.00					
499	KUNA LUMBER	A97363	6770	<u>1 IN HOSE CLAMPS FOR GREENBELT, M MEADE, PARKS, MAR 18</u>	03/28/2018	14.50	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/18		
Total A97363:						14.50	.00					
499	KUNA LUMBER	B110779	6732	<u>BUNGEE CORDS FOR THE VAC TRUCK, R.WARWICK, MAR.'18</u>	03/16/2018	9.84	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	3/18		
Total B110779:						9.84	.00					
499	KUNA LUMBER	B111173	6769	<u>2 TRASH CANS FOR BERNIE FISHER BATHROOMS, CLEANER DEGREASER, ORANGE CLEANER, M MEADE, PARKS, MAR 18</u>	03/28/2018	54.23	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	3/18		
Total B111173:						54.23	.00					
Total KUNA LUMBER:						90.92	.00					
<b>MISCELLANEOUS VENDORS 2</b>												
1849	MISCELLANEOUS VENDORS 2	013118		<u>REFUND OVERPAYMENT OF BUSINESS LICENSE FEE, MAR 18</u>	01/31/2018	10.00	.00	<u>01-4180 LICENSES / BUSINESS</u>	0	3/18		
Total 013118:						10.00	.00					
1849	MISCELLANEOUS VENDORS 2	031418		<u>REIMBURSE R JONES FOR PAYING OUT OF POCKET FOR RENEWAL OF DUD2-21486 LICENSE, MAR 18, WATER</u>	03/14/2018	30.00	.00	<u>20-6075 DUES &amp; MEMBERSHIPS</u>	0	3/18		
Total 031418:						30.00	.00					

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1849	MISCELLANEOUS VENDORS 2	4404		REIMBURSE OWNER AT 1978 W FELTSON ST FOR REPAIR ON MAINLINE REPAIR. TWO INVOICES #2881 AND #4404. MAR 18. SEWER	03/12/2018	360.00	360.00	21-6150 M & R - SYSTEM	0	3/18	03/27/2018	
Total 4404:						360.00	360.00					
1849	MISCELLANEOUS VENDORS 2	S8075345		REIMBURSE NEW HIRE S JONES FOR FINGER PRINTING SHE PAID FOR OUT OF POCKET, MAR 18, PARKS	03/07/2018	10.00	.00	01-6202 PROFESSIONAL SERVICES	1004	3/18		
Total S8075345:						10.00	.00					
Total MISCELLANEOUS VENDORS 2:						410.00	360.00					
<b>MUNICIPAL CODE CORPORATION</b>												
1488	MUNICIPAL CODE CORPORATION	00305779		18 SUPPLEMENT PAGES, 20 COPIES OF SUPPLEMENT NO50 TO CODE OF ORDINANCES, MAR 18	03/16/2018	95.07	.00	01-6202 PROFESSIONAL SERVICES	0	3/18		
1488	MUNICIPAL CODE CORPORATION	00305779		18 SUPPLEMENT PAGES, 20 COPIES OF SUPPLEMENT NO50 TO CODE OF ORDINANCES, MAR 18, P&Z	03/16/2018	33.96	.00	01-6202 PROFESSIONAL SERVICES	1003	3/18		
1488	MUNICIPAL CODE CORPORATION	00305779		18 SUPPLEMENT PAGES, 20 COPIES OF SUPPLEMENT NO50 TO CODE OF ORDINANCES, MAR 18, WATER	03/16/2018	88.29	.00	20-6202 PROFESSIONAL SERVICES	0	3/18		
1488	MUNICIPAL CODE CORPORATION	00305779		18 SUPPLEMENT PAGES, 20 COPIES OF SUPPLEMENT NO50 TO CODE OF ORDINANCES, MAR 18, SEWER	03/16/2018	88.29	.00	21-6202 PROFESSIONAL SERVICES	0	3/18		
1488	MUNICIPAL CODE CORPORATION	00305779		18 SUPPLEMENT PAGES, 20 COPIES OF SUPPLEMENT NO50 TO CODE OF ORDINANCES, MAR 18, PI	03/16/2018	33.96	.00	25-6202 PROFESSIONAL SERVICES	0	3/18		

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Total 00305779:						339.57	.00					
Total MUNICIPAL CODE CORPORATION:						339.57	.00					
<b>NORCO, INC.</b>												
222	NORCO, INC.	23171542		1 CYLINDER CARBON DIOXIDE, 11 LBS WIRE, 2 EA. QUICK TRIM, PLUS HANDLING CHARGE, FOR WELDING KUNA ART PROJECT, B.GILLOGLY, MAR.'18	02/27/2018	114.75	.00	03-6381 EXP - DNTWN REVIT ART - TTV	0	3/18		
Total 23171542:						114.75	.00					
Total NORCO, INC.:						114.75	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	161082	6728	2 EA GAS CANS, C.MCDANIELS, MAR.'18 - FARM	03/15/2018	31.98	.00	21-6090 FARM EXPENDITURES	0	3/18		
Total 161082:						31.98	.00					
470	PARTS, INC.	161401	6741	SHRINK TUBING TO FIX DUMP TRAILER, S.HOWELL, MAR.'18 - PARKS	03/20/2018	4.49	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/18		
470	PARTS, INC.	161401	6741	SHRINK TUBING TO FIX DUMP TRAILER, S.HOWELL, MAR.'18 - WATER	03/20/2018	5.92	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/18		
470	PARTS, INC.	161401	6741	SHRINK TUBING TO FIX DUMP TRAILER, S.HOWELL, MAR.'18 - SEWER	03/20/2018	5.92	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
470	PARTS, INC.	161401	6741	SHRINK TUBING TO FIX DUMP TRAILER, S.HOWELL, MAR.'18 - P.I	03/20/2018	1.61	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
Total 161401:						17.94	.00					

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470	PARTS, INC.	161589	6749	FUEL FILTER FOR SEWER PUMP, S.HOWELL, MAR.'18 - SEWER	03/22/2018	19.57	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
Total 161589:						19.57	.00					
470	PARTS, INC.	161590	6750	FUEL FILTER FOR SEWER TRANSFER PUMP, R.WARWICK, MAR.'18	03/22/2018	17.05	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/18		
Total 161590:						17.05	.00					
Total PARTS, INC.:						86.54	.00					
<b>PIONEER TITLE CO. OF ADA COUNTY INC</b>												
1926	PIONEER TITLE CO. OF ADA COUNTY INC	65952		TITLE SEARCH FOR PROPERTY AT THE END OF EAST GREENBELT, B.WITHROW, MAR.'18	03/21/2018	200.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/18		
Total 65952:						200.00	.00					
Total PIONEER TITLE CO. OF ADA COUNTY INC:						200.00	.00					
<b>RAIN FOR RENT</b>												
144	RAIN FOR RENT	1180114	6756	SUPPLIES FOR MAIN LINE REPAIRS, T.FLEMING, MAR.'18	03/23/2018	430.50	.00	21-6090 FARM EXPENDITURES	0	3/18		
Total 1180114:						430.50	.00					
Total RAIN FOR RENT:						430.50	.00					
<b>REXEL USA, INC.</b>												
1613	REXEL USA, INC.	P942655	6720	2 EA. VOLTAGE DETECTORS, T.SHAFFER, MAR.'18	03/15/2018	35.30	.00	21-6175 SMALL TOOLS	0	3/18		
Total P942655:						35.30	.00					

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Total REXEL USA, INC.:						35.30	.00					
<b>ROTO-ROOTER</b>												
344	ROTO-ROOTER	35169	6729	<u>REPAIRED BROKEN SERVICE LINE, 1978 FELTSON, T.FLEMING, MAR.'18</u>	03/15/2018	1,055.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total 35169:						1,055.00	.00					
Total ROTO-ROOTER:						1,055.00	.00					
<b>RUSCHMAN SAND &amp; GRAVEL, INC.</b>												
840	RUSCHMAN SAND & GRAVEL, INC.	319603		<u>GRAVEL FOR DRAIN ON W. GREENBELT, M.MEADE, MAR.'18</u>	03/27/2018	247.05	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1023	3/18		
Total 319603:						247.05	.00					
Total RUSCHMAN SAND & GRAVEL, INC.:						247.05	.00					
<b>SENTRY SECURITY MONITORING LLC</b>												
1860	SENTRY SECURITY MONITORING LLC	13933		<u>FIRE ALARM MONITORING AND CELLULAR COMMUNICATOR SERVICE, 4/1/18-9/30/18, CITY HALL - ADMIN</u>	03/01/2018	86.52	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	4/18		
1860	SENTRY SECURITY MONITORING LLC	13933		<u>FIRE ALARM MONITORING AND CELLULAR COMMUNICATOR SERVICE, 4/1/18-9/30/18, CITY HALL - P &amp; Z</u>	03/01/2018	30.90	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1003	4/18		
1860	SENTRY SECURITY MONITORING LLC	13933		<u>FIRE ALARM MONITORING AND CELLULAR COMMUNICATOR SERVICE, 4/1/18-9/30/18, CITY HALL - WATER</u>	03/01/2018	80.34	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	4/18		
1860	SENTRY SECURITY MONITORING LLC	13933		<u>FIRE ALARM MONITORING AND CELLULAR COMMUNICATOR SERVICE, 4/1/18-9/30/18, CITY HALL - SEWER</u>	03/01/2018	80.34	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	4/18		
1860	SENTRY SECURITY MONITORING LLC	13933		<u>FIRE ALARM MONITORING AND CELLULAR COMMUNICATOR SERVICE, 4/1/18-9/30/18, CITY HALL - P.I</u>	03/01/2018	30.90	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	4/18		

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Total 13933:						309.00	.00					
Total SENTRY SECURITY MONITORING LLC:						309.00	.00					
<b>SIMPLOT PARTNERS</b>												
491	SIMPLOT PARTNERS	216033687		<u>POND TREATMENT, B.WITHROW, PARKS</u>	02/05/2018	449.75	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	2/18		
Total 216033687:						449.75	.00					
Total SIMPLOT PARTNERS:						449.75	.00					
<b>SPECIALTY CONSTRUCTION SUPPLY</b>												
780	SPECIALTY CONSTRUCTION SUPPLY	0171329-IN	6765	<u>1 MEASURE WHEEL FOR TRUCK #23, T.FLEMING, MAR.'18</u>	03/27/2018	148.00	.00	<u>21-6175 SMALL TOOLS</u>	0	3/18		
Total 0171329-IN:						148.00	.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						148.00	.00					
<b>ST. LUKE'S REGIONAL MEDICAL CENTER</b>												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	424350109		<u>NEW EMPLOYEE DRUG SCREENING, S.JONES, MAR.'18 - PARKS</u>	03/07/2018	40.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1004	3/18		
Total 424350109:						40.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	424487331		<u>NEW EMPLOYEE DRUG SCREENING, F.GIDDINGS, MAR.'18</u>	03/09/2018	14.10	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	3/18		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	424487331		<u>NEW EMPLOYEE DRUG SCREENING, F.GIDDINGS, MAR.'18 - WATER</u>	03/09/2018	.36	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	3/18		

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1441	ST. LUKE'S REGIONAL MEDICAL CENTER	424487331		<u>NEW EMPLOYEE DRUG SCREENING, F.GIDDINGS, MAR.'18 - SEWER</u>	03/09/2018	.36	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	3/18		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	424487331		<u>NEW EMPLOYEE DRUG SCREENING, F.GIDDINGS, MAR.'18 - P.]</u>	03/09/2018	.18	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	3/18		
Total 424487331:						15.00	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						55.00	.00					
<b>THE HARTWELL CORP</b>												
1359	THE HARTWELL CORP	5808		<u>NOTARY FOR T BEHUNIN, MAR 18, P&amp;Z</u>	03/06/2018	50.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	0	3/18		
Total 5808:						50.00	.00					
Total THE HARTWELL CORP:						50.00	.00					
<b>TRANSACT TECHNOLOGIES, INC.</b>												
1070	TRANSACT TECHNOLOGIES, INC.	1304499	6691	<u>12 INK CARTRIDGES FOR ITHACA PRINTER, MAR 18</u>	03/12/2018	27.11	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/18		
1070	TRANSACT TECHNOLOGIES, INC.	1304499	6691	<u>12 INK CARTRIDGES FOR ITHACA PRINTER, MAR 18, P&amp;Z</u>	03/12/2018	9.69	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	3/18		
1070	TRANSACT TECHNOLOGIES, INC.	1304499	6691	<u>12 INK CARTRIDGES FOR ITHACA PRINTER, MAR 18, WATER</u>	03/12/2018	25.19	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	3/18		
1070	TRANSACT TECHNOLOGIES, INC.	1304499	6691	<u>12 INK CARTRIDGES FOR ITHACA PRINTER, MAR 18, SEWER</u>	03/12/2018	25.19	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	3/18		
1070	TRANSACT TECHNOLOGIES, INC.	1304499	6691	<u>12 INK CARTRIDGES FOR ITHACA PRINTER, MAR 18, PI</u>	03/12/2018	9.69	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	3/18		
Total 1304499:						96.87	.00					
Total TRANSACT TECHNOLOGIES, INC.:						96.87	.00					

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<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:05492445	6731	<u>4 EA. 5-GALLON BOTTLES OF WATER. CITY HALL, MAR.'18</u>	03/16/2018	21.80	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/18		
Total 2160:05492445:						21.80	.00					
992	TREASURE VALLEY COFFEE	2160:05501387		<u>4 EA. 5-GAL BOTTLES OF WATER. 3 EA. CANISTERS OF SUGAR. 1 BOX HOT CHOCOLATE PACKETS. FOR THE TREATMENT PLANT. D.CROSSLEY. MAR.'18 - WATER</u>	03/22/2018	17.43	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	3/18		
992	TREASURE VALLEY COFFEE	2160:05501387		<u>4 EA. 5-GAL BOTTLES OF WATER. 3 EA. CANISTERS OF SUGAR. 1 BOX HOT CHOCOLATE PACKETS. FOR THE TREATMENT PLANT. D.CROSSLEY. MAR.'18 - SEWER</u>	03/22/2018	17.43	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	3/18		
992	TREASURE VALLEY COFFEE	2160:05501387		<u>4 EA. 5-GAL BOTTLES OF WATER. 3 EA. CANISTERS OF SUGAR. 1 BOX HOT CHOCOLATE PACKETS. FOR THE TREATMENT PLANT. D.CROSSLEY. MAR.'18 - P.I</u>	03/22/2018	6.64	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	3/18		
Total 2160:05501387:						41.50	.00					
Total TREASURE VALLEY COFFEE:						63.30	.00					
<b>U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)</b>												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	353324015		<u>SERVICE CONTRACT. COPIERS AT CITY HALL. CONTRACT #500-0519539-000. MODEL #MPC4504EX. SERIAL #S: C737M540938 &amp; C737M540155, ADMIN</u>	03/16/2018	125.37	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	4/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	353324015		<u>SERVICE CONTRACT. COPIERS AT CITY HALL. CONTRACT #500-0519539-000. MODEL #MPC4504EX. SERIAL #S: C737M540938 &amp; C737M540155, P &amp; Z</u>	03/16/2018	44.77	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1003	4/18		

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1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	353324015		<u>SERVICE CONTRACT, COPIERS AT CITY HALL, CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #S: C737M540938 &amp; C737M540155, WATER</u>	03/16/2018	116.42	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	4/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	353324015		<u>SERVICE CONTRACT, COPIERS AT CITY HALL, CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #S: C737M540938 &amp; C737M540155, SEWER</u>	03/16/2018	116.42	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	4/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	353324015		<u>SERVICE CONTRACT, COPIERS AT CITY HALL, CONTRACT #500-0519539-000, MODEL #MPC4504EX, SERIAL #S: C737M540938 &amp; C737M540155, P.]</u>	03/16/2018	44.77	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	4/18		
Total 353324015:						447.75	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						447.75	.00					
<b>UNIVAR USA, INC.</b>												
1410	UNIVAR USA, INC.	NA593181	6695	<u>5400 LBS CITRIC ACID, T.SHAFFER, MAR.'18</u>	03/20/2018	3,353.40	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	3/18		
Total NA593181:						3,353.40	.00					
1410	UNIVAR USA, INC.	NA593243	6695	<u>2 CONTAINERS LIQUICHLOR AND 2 DRUMS SODIUM BISULFITE, T.SHAFFER, MAR.'18</u>	03/21/2018	1,553.40	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	3/18		
1410	UNIVAR USA, INC.	NA593243	6695	<u>4 RETURNABLE POLY CONTAINER DEPOSITS, T.SHAFFER, MAR.'18</u>	03/21/2018	1,480.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	3/18		
Total NA593243:						3,033.40	.00					

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1410	UNIVAR USA, INC.	NA593244	6694	<u>72 PAILS HYPOCHLORITE TABLETS, T.SHAFFER, MAR.'18</u>	03/21/2018	8,025.73	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	3/18		
Total NA593244:						8,025.73	.00					
1410	UNIVAR USA, INC.	NA593246	6695	<u>2 DRUMS SODIUM BISULFITE, T.SHAFFER, MAR.'18</u>	03/21/2018	319.20	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	3/18		
1410	UNIVAR USA, INC.	NA593246	6695	<u>2 RETURNABLE DRUM DEPOSITS, T.SHAFFER, MAR.'18</u>	03/21/2018	80.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	3/18		
Total NA593246:						399.20	.00					
Total UNIVAR USA, INC.:						14,811.73	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	517892	6725	<u>1 BOX TRASH BAGS, T.SHAFFER, MAR.'18</u>	03/15/2018	87.95	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	3/18		
265	USA BLUE BOOK	517892	6725	<u>2 PAIR DOUBLE DIPPED NITRILE XL GLOVES AND 2 PAIR DBL DIPPED LARGE GLOVES, T.SHAFFER, MAR.'18</u>	03/15/2018	60.20	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	3/18		
265	USA BLUE BOOK	517892	6725	<u>2 PAIR WIRE STRIPPERS FOR SERVICE TRUCK AND PLANT, T.SHAFFER, MAR.'18</u>	03/15/2018	33.18	.00	<u>21-6175 SMALL TOOLS</u>	0	3/18		
265	USA BLUE BOOK	517892	6725	<u>1 PKG CHLORINE BUFFER SOLUTION, 1 EA. 3-PACK PH BUFFER, T.SHAFFER, MAR.'18</u>	03/15/2018	132.25	.00	<u>21-6152 M &amp; R - LABORATORY COSTS</u>	0	3/18		
265	USA BLUE BOOK	517892	6725	<u>2 EA. ELECTRODE STORAGE SOLUTION, 2 PKGS TNT+COD ULR TESTS, 1 PK DPD INDICATOR SOLUTION, 2 PKGS REAGENT, T.SHAFFER, MAR.'18</u>	03/15/2018	299.65	.00	<u>21-6152 M &amp; R - LABORATORY COSTS</u>	0	3/18		
265	USA BLUE BOOK	517892		<u>4 EA. AVOCADO FLOAT SWITCHES, T.SHAFFER, MAR.'18</u>	03/15/2018	221.84	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	3/18		

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265	USA BLUE BOOK	517892		<u>SHIPPING FOR TRASHBAGS, T.SHAFFER, MAR.'18</u>	03/15/2018	7.34	.00	21-6140_MAINT & REPAIR BUILDING	0	3/18		
265	USA BLUE BOOK	517892		<u>SHIPPING FOR GLOVES, T.SHAFFER, MAR.'18</u>	03/15/2018	5.14	.00	01-6230_SAFETY TRAINING & EQUIPMENT	0	3/18		
265	USA BLUE BOOK	517892		<u>SHIPPING FOR WIRE CUTTERS, T.SHAFFER, MAR.'18</u>	03/15/2018	2.94	.00	21-6175_SMALL TOOLS	0	3/18		
265	USA BLUE BOOK	517892		<u>SHIPPING FOR CHEMICALS, T.SHAFFER, MAR.'18</u>	03/15/2018	38.17	.00	21-6152_M & R - LABORATORY COSTS	0	3/18		
265	USA BLUE BOOK	517892		<u>SHIPPING FOR FLOAT SWITCH, T.SHAFFER, MAR.'18</u>	03/15/2018	19.82	.00	21-6150_M & R - SYSTEM	0	3/18		
Total 517892:						908.48	.00					
265	USA BLUE BOOK	519052	6725	<u>LOCKING PLIERS SET, T.SHAFFER, MAR.'18</u>	03/15/2018	107.95	.00	21-6175_SMALL TOOLS	0	3/18		
Total 519052:						107.95	.00					
Total USA BLUE BOOK:						1,016.43	.00					
<b>UTILITY REFUND #5</b>												
1923	UTILITY REFUND #5	110540.03		<u>BRECKENRIDGE PROPERTY FUND, 667 N KATIE WAY - UTILITY REFUND</u>	03/21/2018	11.57	.00	99-1075_Utility Cash Clearing	0	3/18		
Total 110540.03:						11.57	.00					
1923	UTILITY REFUND #5	111740.04		<u>TYLER HICKS, 521 E ANDREA ST - UTILITY REFUND</u>	03/21/2018	11.50	.00	99-1075_Utility Cash Clearing	0	3/18		
Total 111740.04:						11.50	.00					
1923	UTILITY REFUND #5	150270.03		<u>SKYLAR MONTOYA, 696 W RAMS HILL ST - UTILITY REFUND</u>	03/21/2018	79.98	.00	99-1075_Utility Cash Clearing	0	3/18		

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Total 150270.03:						79.98	.00					
1923	UTILITY REFUND #5	174022.01A		<u>CBH HOMES, 1014 S RED SAND AVE - UTILITY REFUND</u>	03/21/2018	59.49	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 174022.01A:						59.49	.00					
1923	UTILITY REFUND #5	221435.01		<u>CBH HOMES, 1158 S RUMNEY AVE - UTILITY REFUND</u>	03/21/2018	47.06	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 221435.01:						47.06	.00					
1923	UTILITY REFUND #5	221745.03		<u>BARRY L &amp; TRACY L MERRITT, 946 S WISTON PL - UTILITY REFUND</u>	03/21/2018	24.88	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 221745.03:						24.88	.00					
1923	UTILITY REFUND #5	268006.01		<u>CBH HOMES, 1817 N THISTLE DR - UTILITY REFUND</u>	03/21/2018	60.48	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 268006.01:						60.48	.00					
1923	UTILITY REFUND #5	268033.01A		<u>CBH HOMES, 2783 W AQUAMARINE ST - UTILITY REFUND</u>	03/21/2018	59.67	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 268033.01A:						59.67	.00					
1923	UTILITY REFUND #5	268034.01A		<u>CBH HOMES, 2757 W AQUAMARINE ST - UTILITY REFUND</u>	03/21/2018	59.56	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 268034.01A:						59.56	.00					
1923	UTILITY REFUND #5	270030.02		<u>ERIC R CLAASSEN, 2121 W SOLDOTNA ST - UTILITY REFUND</u>	03/21/2018	64.39	.00	99-1075 Utility Cash Clearing	0	3/18		

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Total 270030.02:						64.39	.00					
1923	UTILITY REFUND #5	277010.01		<u>CBH HOMES, 2611 N HONEYSUCKLE WAY - UTILITY REFUND</u>	03/21/2018	67.55	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 277010.01:						67.55	.00					
1923	UTILITY REFUND #5	277022.01A		<u>CHALLENGER DEVELOPMENT, 2478 N HONEYSUCKLE WAY - UTILITY REFUND</u>	03/21/2018	59.49	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 277022.01A:						59.49	.00					
1923	UTILITY REFUND #5	278024.02		<u>DEREK BARHAM, 2832 W PEAR APPLE ST - UTILITY REFUND</u>	03/21/2018	13.21	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 278024.02:						13.21	.00					
1923	UTILITY REFUND #5	278140.01A		<u>CBH HOMES, 8929 S ROYAL GALA AVE - UTILITY REFUND</u>	03/21/2018	59.49	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 278140.01A:						59.49	.00					
1923	UTILITY REFUND #5	278142.01A		<u>CBH HOMES, 8957 S ROYAL GALA AVE - UTILITY REFUND</u>	03/21/2018	89.49	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 278142.01A:						89.49	.00					
1923	UTILITY REFUND #5	280065.01		<u>TRADITION CUSTOM HOMES, 1031 W TANZANITE DR - UTILITY REFUND</u>	03/21/2018	30.14	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 280065.01:						30.14	.00					

City of Kuna

## Payment Approval Report - City Council Approval

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Report dates: 3/16/2018-3/29/2018

Mar 29, 2018 04:15PM

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
1923	UTILITY REFUND #5	280515.01		<u>BILTMORE COMPANY, 2216 N FIRE OPAL AVE - UTILITY REFUND</u>	03/21/2018	153.81	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 280515.01:						153.81	.00					
1923	UTILITY REFUND #5	302004.01		<u>STACY CONSTRUCTION, 445 E MERINO ST - UTILITY REFUND</u>	03/21/2018	53.35	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 302004.01:						53.35	.00					
1923	UTILITY REFUND #5	302017.01		<u>KW HOMES, 550 E RAISON CT - UTILITY REFUND</u>	03/21/2018	73.69	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 302017.01:						73.69	.00					
1923	UTILITY REFUND #5	302020.01		<u>RIVERWOOD HOMES, 610 E RAISON CT - UTILITY REFUND</u>	03/21/2018	47.11	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 302020.01:						47.11	.00					
1923	UTILITY REFUND #5	310010.01		<u>TOLL BROS, 9475 S MACADAN WAY - UTILITY REFUND</u>	03/21/2018	61.49	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 310010.01:						61.49	.00					
1923	UTILITY REFUND #5	310214.01A		<u>TOLL BROS, 9414 S UPDALE AVE - UTILITY REFUND</u>	03/21/2018	59.49	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 310214.01A:						59.49	.00					
1923	UTILITY REFUND #5	310230.01		<u>TOLL BROS, 1429 W SOLDOTNA DR - UTILITY REFUND</u>	03/21/2018	69.11	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 310230.01:						69.11	.00					

City of Kuna

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Report dates: 3/16/2018-3/29/2018

Mar 29, 2018 04:15PM

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
1923	UTILITY REFUND #5	310231.01		<u>TOLL BROS, 1413 W SOLDOTNA DR - UTILITY REFUND</u>	03/21/2018	59.49	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 310231.01:						59.49	.00					
1923	UTILITY REFUND #5	50400.04		<u>JOAQUIN HERNANDEZ, 292 W BOISE ST - UTILITY REFUND</u>	03/21/2018	8.50	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 50400.04:						8.50	.00					
1923	UTILITY REFUND #5	80780.01		<u>ELITE PROPERTY MANAGEMENT, 170 E KENTER ST - UTILITY REFUND</u>	03/21/2018	80.12	.00	99-1075 Utility Cash Clearing	0	3/18		
Total 80780.01:						80.12	.00					
Total UTILITY REFUND #5:						1,464.11	.00					
<b>WENDY HOWELL</b>												
1597	WENDY HOWELL	030518		<u>REIMBURSE PARKING AND TRAVEL FOR HOUSING AND ECONOMIC DEVELOPMENT CONFERENCE W HOWELL, P&amp;Z, MAR 18</u>	03/05/2018	55.77	.00	01-6265 TRAINING & SCHOOLING	0	3/18		
Total 030518:						55.77	.00					
Total WENDY HOWELL:						55.77	.00					
<b>WESTERN BUILDING MAINTENANCE, INC.</b>												
1499	WESTERN BUILDING MAINTENANCE, INC.	0106446-IN		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, MAR.'18 - ADMIN</u>	03/23/2018	120.40	.00	01-6025 JANITORIAL	0	3/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0106446-IN		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, MAR.'18 - P &amp; Z</u>	03/23/2018	43.00	.00	01-6025 JANITORIAL	1003	3/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0106446-IN		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, MAR.'18 - WATER</u>	03/23/2018	111.80	.00	20-6025 JANITORIAL	0	3/18		

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.	0106446-IN		MONTHLY JANITORIAL SERVICES, CITY HALL, MAR.'18 - SEWER	03/23/2018	111.80	.00	21-6025 JANITORIAL	0	3/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0106446-IN		MONTHLY JANITORIAL SERVICES, CITY HALL, MAR.'18 - P.I	03/23/2018	43.00	.00	25-6025 JANITORIAL	0	3/18		
Total 0106446-IN:						430.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0106447-IN		MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, MAR.'18 - WATER	03/23/2018	31.50	.00	20-6025 JANITORIAL	0	3/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0106447-IN		MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, MAR.'18 - SEWER	03/23/2018	31.50	.00	21-6025 JANITORIAL	0	3/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0106447-IN		MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, MAR.'18 - P.I	03/23/2018	12.00	.00	25-6025 JANITORIAL	0	3/18		
Total 0106447-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						505.00	.00					
<b>WESTERN STATES CHEM</b>												
274	WESTERN STATES CHEM	180413		CLEANERS, SCRUB BRUSHES/BUCKET, AND DISPOSABLE GLOVES, FOR CLEANING BATHROOMS AT THE CITY PARKS, M.MEADE, MAR.'18 - PARKS	03/05/2018	752.84	.00	01-6025 JANITORIAL	1004	3/18		
Total 180413:						752.84	.00					
274	WESTERN STATES CHEM	180504	6748	10 BOXES L DISPOSABLE GLOVES, 6 BOXES XL DISPOSABLE GLOVES, T.SHAFFER, MAR.'18	03/14/2018	176.86	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	3/18		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 180504:						176.86	.00					
Total WESTERN STATES CHEM:						929.70	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN000599854	6700	<u>MAINTENANCE ON KATO SN#109007-0305, DANSKIN WELL, C.DEYOUNG, MAR.'18</u>	03/09/2018	295.68	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total IN000599854:						295.68	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000599857	6700	<u>MAINTENANCE ON KOHLER SN#2096630, WELL #6, C.DEYOUNG, MAR.'18</u>	03/09/2018	295.68	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total IN000599857:						295.68	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000599864	6700	<u>MAINTENANCE ON KOHLER S#339323, CEDAR WELL, T.FLEMING, MAR.'18</u>	03/09/2018	295.68	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total IN000599864:						295.68	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000599867	6700	<u>MAINTENANCE ON KOHLER SN#SGM32G7GK7, BUTLER WELL, C.DEYOUNG, MAR.'18</u>	03/09/2018	295.68	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total IN000599867:						295.68	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000599869	6699	<u>MAINTENANCE ON GNRC SN#2079103, DISCOVER LIFT STATION, T.FLEMING, MAR.'18</u>	03/09/2018	295.91	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total IN000599869:						295.91	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000599873	6699	<u>MAINTENANCE ON CAT SN#66D46582, TEN MILE LIFT STATION, T.FLEMING, MAR.'18</u>	03/09/2018	295.68	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	3/18		

City of Kuna

## Payment Approval Report - City Council Approval

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Mar 29, 2018 04:15PM

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 IN000599873:						295.68	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000599875	6699	<u>MAINTENANCE ON CAT SN#CBX00724, CRIMSON POINT LIFT STATION, T.FLEMING, MAR.'18</u>	03/09/2018	295.68	.00	21-6150 M & R - SYSTEM	0	3/18		
Total IN000599875:						295.68	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000599877	6699	<u>MAINTENANCE ON CAT SN#LC500741, PATAGONIA LIFT STATION, T.FLEMING, MAR.'18</u>	03/09/2018	295.68	.00	21-6150 M & R - SYSTEM	0	3/18		
Total IN000599877:						295.68	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000599879	6699	<u>MAINTENANCE ON CAT SN#NAT01767, DANSKIN LIFT STATION, T.FLEMING, MAR.'18</u>	03/09/2018	297.48	.00	21-6150 M & R - SYSTEM	0	3/18		
Total IN000599879:						297.48	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000602028	6709	<u>TROUBLE SHOOT AND REPAIRS ON CAT SN#NAT01767 - ALARM, CRIMSON LIFT STATION, T.FLEMING, MAR.'18</u>	03/13/2018	460.40	.00	21-6150 M & R - SYSTEM	0	3/18		
Total IN000602028:						460.40	.00					
98	WESTERN STATES EQUIPMENT CO.	IN000602029		<u>REPAIRS ON ENGINE COOLANT HEATER, GNRC SN#2096630, C.DEYOUNG, MAR.'18</u>	03/13/2018	427.60	.00	20-6150 M & R - SYSTEM	0	3/18		
Total IN000602029:						427.60	.00					
Total WESTERN STATES EQUIPMENT CO.:						3,551.15	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
XYLEM WATER SOLUTIONS U.S.A., INC.												
1623	XYLEM WATER SOLUTIONS U.S.A., INC.	400789671	6757	<u>12 STAINLESS STEEL GUIDE SLEEVES FOR MIXERS IN BASINS. T.SHAFFER, MAR.'18</u>	03/12/2018	577.33	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	3/18		
Total 400789671:						577.33	.00					
Total XYLEM WATER SOLUTIONS U.S.A., INC.:						577.33	.00					
<b>ZAMZOWS</b>												
66	ZAMZOWS	394027548	6754	<u>INSECT SPRAY FOR TREES AND SHRUBS. M.MEADE, MAR.'18</u>	03/23/2018	104.99	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	3/18		
Total 394027548:						104.99	.00					
Total ZAMZOWS:						104.99	.00					
Grand Totals:						<u>194,978.35</u>	<u>80,303.56</u>					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 3/16/2018-3/29/2018

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



**2018-2019**

RETAIL ALCOHOL BEVERAGE LICENSE

2019169

**ADA COUNTY, IDAHO**

STATE OF IDAHO

*This is to certify, that Jackson's Food Stores Inc.*

*dba: Jacksons Food Store # 26*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 330 W 3rd St., Kuna, ID 83634



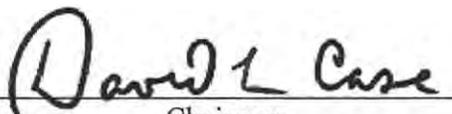
**License valid from May 1, 2018 to April 30, 2019**

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

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

APPROVED by the Board of County Commissioners this 13th day of March, 2018

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

  
 \_\_\_\_\_  
 Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

# State of Idaho

## Idaho State Police Retail Alcohol Beverage License

Cycle Tracking Number: 100557

License Year: 2019  
License Number: 1646

Premise Number: 1A-758

*This is to certify, that* Jackson's Food Stores Inc  
*doing business as:* Jackson's Food Store #26

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

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

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

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

JACKSON'S FOOD STORES INC  
 JACKSONS FOOD STORE #26  
 3450 COMMERCIAL CT  
  
 MERIDIAN, ID 83642  
*Mailing Address*

TOTAL FEE: \$150.00

License Valid: 05/01/2018 - 04/30/2019

**Expires: 04/30/2019**

Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



**2018-2019**

RETAIL ALCOHOL BEVERAGE LICENSE

2019210

**ADA COUNTY, IDAHO**

STATE OF IDAHO

*This is to certify, that Jackson's Food Stores Inc.*

*dba: Jackson's # 160*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 150 West Deer Flat Road, Kuna, ID 83634



**License valid from May 1, 2018 to April 30, 2019**

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

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 13th day of March, 2018

Christopher D. Rich, Clerk

David L. Case  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

# State of Idaho

## Idaho State Police

### Retail Alcohol Beverage License

Cycle Tracking Number: 100489

License Year: 2019  
License Number: 5286

Premise Number: 1A-956

*This is to certify, that* Jackson's Food Stores Inc  
*doing business as:* Jackson's #160

*is licensed to sell alcoholic beverages as stated below at:*  
150 West Deer Flat Road, Kuna, Ada County

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

Signature of Licensee, Corporate Officer, LLC Member or Partner

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

JACKSON'S FOOD STORES INC  
 JACKSON'S #160  
 3450 COMMERCIAL CT  
  
 MERIDIAN, ID 83642  
*Mailing Address*

TOTAL FEE: \$150.00

License Valid: 05/01/2018 - 04/30/2019

**Expires: 04/30/2019**

Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



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

**ALCOHOL LICENSE RENEWAL APPLICATION**

PacWest Bars LLC  
PO BOX 463  
KUNA ID 83634  
USA

Date: 02/05/2018

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

Please remember that your signed renewal application, copies of your 2018 State and County Alcohol Licenses along with all appropriate fees must be submitted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

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

March 1, 2018  
March 15, 2018  
March 29, 2018  
April 12, 2018  
April 26, 2018

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

March 6, 2018  
March 20, 2018  
April 3, 2018  
April 17, 2018  
May 1, 2018 (last meeting prior to expiration)

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

Sincerely,  
Chris Engels  
City Clerk

**All renewal applications must include a copy of the 2018 Idaho State License and the Ada County License.**

Business Name: PacWest Bars LLC  
Business Address: 414 W Main St  
Mailing Address: PO BOX 463 KUNA ID 83634  
Business Email: redeyebars414@gmail.com  
Owner Name: GARY PACKARD  
Owner Address: 2354 S BLACKCAT KUNA ID 83634  
State License #:

Acct #: 170018  
Business Phone: (208)922-9797  
Business Fax: (208)  
Owner Phone: (208) 922-4342  
State Tax ID:

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

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

Signature:

Date: 03/21/2018

\*\*\*\*\* OFFICE USE ONLY \*\*\*\*\*  
Date Fee Paid and Receipt #: 3/21/2018 11.002067 License #: 170018 / 1709A

2018-2019

RETAIL ALCOHOL BEVERAGE LICENSE

2019240

ADA COUNTY, IDAHO

STATE OF IDAHO

*This is to certify, that Pacwest Bars LLC*

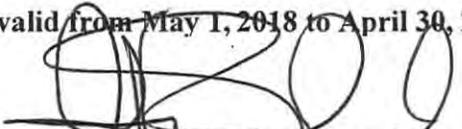
*dba: Red Eye Saloon*

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

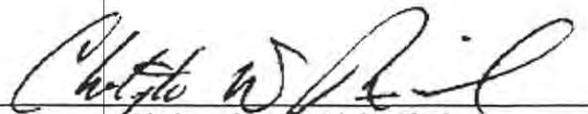


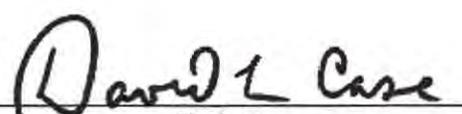
License valid from ~~May 1, 2018~~ to April 30, 2019

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

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

APPROVED by the Board of County Commissioners this 13th day of March, 2018

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

  
 \_\_\_\_\_  
 Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

# State of Idaho

## Idaho State Police

### Retail Alcohol Beverage License

Cycle Tracking Number: 100551  
ISLD ID: 6411

License Year: 2019  
License Number: 3540

Premise Number: 1A-239  
Incorporated City

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

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

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

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

Signature of Licensee, Corporate Officer, LLC Member or Partner

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

TOTAL FEE: \$800.00

License Valid: 05/01/2018 - 04/30/2019

**Expires: 04/30/2019**

Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



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

**ALCOHOL LICENSE RENEWAL APPLICATION**

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

Date: 02/05/2018

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

Please remember that your signed renewal application, copies of your 2018 State and County Alcohol Licenses along with all appropriate fees must be submitted to the Kuna City Clerk's Office by 5:00 PM on the Thursday prior to the City Council meeting, to have your alcohol license reviewed. The following are the dates for your convenience:

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

- March 1, 2018
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You may submit your renewal application with the required documents and full payment in person at 751 W 4th Street, or by mail to Kuna City Hall, PO Box 13, Kuna, ID 83634. Please contact us at (208) 387-7726 for any concerns or questions.

Sincerely,  
Chris Engels  
City Clerk

**All renewal applications must include a copy of the 2018 Idaho State License and the Ada County License.**

Business Name: S&D Kuna Inc	Acct #: 160028
Business Address: 331 Avenue E	Business Phone: (208)922-5032
Mailing Address: 1263 W Clarinda St MERIDIAN ID 83642	
Business Email: srowell@idahopizzacompany.com	Business Fax: (208)
Owner Name: SHELLY AND DANIEL ROWELL	Owner Phone: 208-850-2248
Owner Address: 1263 W CLARINDA MERIDIAN ID 83634	
State License #: 4808	State Tax ID:

<u>Billing Information</u>	<u>Description</u>	<u>Amount</u>
	On Premise Wine	\$ 200.00
	On Premise Beer	\$ 200.00

**Total License Fee(s) Due:\$ 400.00**

Signature: *Shelly Rowell* Date: 3-27-18

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

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

# State of Idaho

## Idaho State Police

### Retail Alcohol Beverage License

Cycle Tracking Number: 100418

License Year: 2019

License Number: 4808

Premise Number: 1A-850

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

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

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

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

TOTAL FEE: \$150.00

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

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

*License Valid:* 05/01/2018 - 04/30/2019

***Expires:* 04/30/2019**

Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

**2018-2019**

RETAIL ALCOHOL BEVERAGE LICENSE  
**ADA COUNTY, IDAHO**  
STATE OF IDAHO

2019248

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

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

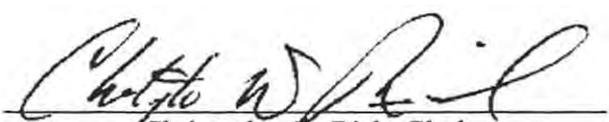


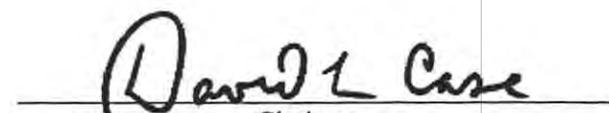
**License valid from May 1, 2018 to April 30, 2019**

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

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

APPROVED by the Board of County Commissioners this 13th day of March, 2018

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

  
\_\_\_\_\_  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

**RESOLUTION NO. R24-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE ADA COUNTY JUVENILE COURT SERVICES INDIVIDUAL PLACEMENT SITE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

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

Section 1. The ADA COUNTY JUVENILE COURT SERVICES INDIVIDUAL PLACEMENT SITE AGREEMENT, in substantially the form as attached hereto as EXHIBIT A is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute the Agreement on behalf of the City of Kuna, Idaho.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 3<sup>rd</sup> day of April, 2018.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 3<sup>rd</sup> day of April, 2018.

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

ATTEST:

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

# ACJCS INDIVIDUAL PLACEMENT SITE AGREEMENT

400 N Benjamin Lane, Suite 201, Boise, Idaho 83704 P 208.287.5600 F 208.287.5809

Samantha Johnson  
Community Service Specialist  
208.287.5611  
snjohnson@adaweb.net

Deonda Thompson  
Community Based Programming Supervisor  
208.287.5629  
dthompson@adaweb.net



Date:	03/21/2018
Coordinator's name:	Bobby Withrow, Jesse Morfin, Jake Lorentz
Company/Organization:	City of Kuna Parks and Rec
Address:	751 W. 4th St.
Contact number:	(208) 639-5349 (208) 639-5348
Email address:	bwithrow@cityofkuna.org
Website:	kunacity.id.gov
Hours of operation:	7-3, M-F

Tasks opportunities:

Park clean up, yard work, painting, graffiti cleanup,  
rock pick up, pulling weeds, sanding

Required tools, if any: Shovels, rakes, paintbrushes, electric sander, hammer

Disqualifying offenses: Sexual offenses

Age requirements, if any: 14 and up

Dress code: weather appropriate, long pants, closed toed shoes, no inappropriate clothing

Notes, including minimum hours, if applicable:  
No smoking while on site.

- Individual Placement
- Crew for special projects.

Roles and Responsibilities:

ACJCS Community Service Program	Site:
<ul style="list-style-type: none"> <li>Refer clients who <i>only</i> meet site preferences including age, hours, and acceptable offenses</li> <li>Hold Workman's Compensation</li> <li>Inform site of client's closed status, if needed</li> <li>Annual site visit and new agreement</li> <li>Provide client with official ACJCS Timesheet</li> </ul>	<ul style="list-style-type: none"> <li>Use only ACJCS Individual Placement Timesheet with official watermark</li> <li>Report any inappropriate behavior that would prevent client from completing hours</li> <li>Identify designated point of contact for client while on shift</li> <li>Sign off on accurate hours every time client works</li> </ul>

*\*If they have not been referred by ACJCS Community Service directly, we have no way of confirming they are covered under Workman's Compensation.*

Deonda Thompson Date: 03/21/2018  
ACJCS Representative

\_\_\_\_\_  
Site Coordinator/Supervisor

**RESOLUTION NO. R25-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL PROPERTY LEASE AGREEMENT LEASING TO THE CITY, THE PROPERTY FOR THE KUNA! INTERACTIVE ART PIECE LOCATED AT THE CORNER OF W. MAIN STREET AND N. AVENUE E, KUNA, IDAHO.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the SCHOOL PROPERTY LEASE AGREEMENT, by and between the City of Kuna and the Kuna Joint School District No. 3 to lease the property to the City for the Kuna for the Kuna! Interactive Art Piece located at the corner of W. Main Street and N. Avenue E, Kuna, Idaho. A copy of the lease is attached hereto and made a part hereof as **EXHIBIT A**.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 3<sup>rd</sup> day of April, 2018.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 3<sup>rd</sup> day of April, 2018.

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

ATTEST:

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

## SCHOOL PROPERTY LEASE AGREEMENT

A LEASE AGREEMENT RELATING TO THE USE OF SCHOOL PROPERTY BY THE CITY OF KUNA, IDAHO AT THE CORNER OF W. MAIN STREET AND N. AVENUE E, KUNA, IDAHO FOR THE PLACEMENT OF THE KUNA! INTERACTIVE ART PIECE.

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of April 2018, by and between the CITY OF KUNA, IDAHO (hereinafter called CITY) and the KUNA SCHOOL DISTRICT, (hereinafter called SCHOOL).

WHEREAS;

1. SCHOOL owns certain property as described in EXHIBIT A (Property), attached hereto; and
2. CITY desires to enter into a lease agreement with the SCHOOL to use said property for the location of the Kuna! Interactive Art Piece; and
3. The SCHOOL has agreed to allow the CITY to use the property; and
4. The SCHOOL and CITY desire to memorialize their understanding into this agreement.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The above recitals are contractual and are incorporated in this agreement by reference.
2. SCHOOL shall lease the Property to the CITY.
3. The initial term of this lease is for the period commencing on January 1, 2018 and ending January 1, 2028. This term can be extended for additional terms upon giving written notice of the same to the SCHOOL. Either party may terminate this agreement by giving sixty (60) days written notice to the other party at the address listed in this agreement. SCHOOL agrees to lease the Property to CITY for no charge.
4. CITY shall be responsible for all maintenance costs of the Property.
5. CITY shall maintain insurance on said Property.
6. CITY agrees to provide liability insurance; said coverage to include CITY's agents and employees, and cover all CITY activities upon the Property. CITY also agrees to name the SCHOOL as an additional insured on the CITY'S insurance policy.
7. SCHOOL shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.

8. The parties acknowledge that sufficient consideration has been given and received by both parties
9. CITY agrees to indemnify, defend, and hold harmless SCHOOL, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CITY, CITY'S agents, employees, or representatives under this Agreement.
10. CITY shall have the right to enter into a subsequent lease by giving written notice to the LESSOR by December 15<sup>th</sup> of the year that the lease expires. All terms shall be agreed by the parties in writing.
11. CITY will only use the property in a way that is in compliance with the terms of this lease. The CITY's use of the property shall not be changed without the consent of SCHOOL.
12. This is the entire agreement of the CITY and the SCHOOL and can only be modified or amended in writing by the parties.
13. Any notice may be served upon SCHOOL by certified mail to SCHOOL at:

Kuna School District Office  
711 E Porter  
Kuna, Idaho 83634

And any notice may be served upon CITY by certified mail to CITY at:

City of Kuna, Idaho  
Post Office Box 13  
Kuna, Idaho 83634;

Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SCHOOL:

CITY:

By \_\_\_\_\_

By \_\_\_\_\_

*Kuna School District*

*Joe L. Stear, Mayor  
City of Kuna, Idaho*

\_\_\_\_\_  
*(Print Name)*

Its \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Clerk of \_\_\_\_\_

Clerk of \_\_\_\_\_

R5070001380  
KUNA JOINT SCHOOL  
DISTRICT No. 3

N. AVENUE E AVE.

24'

38'

38'

22'

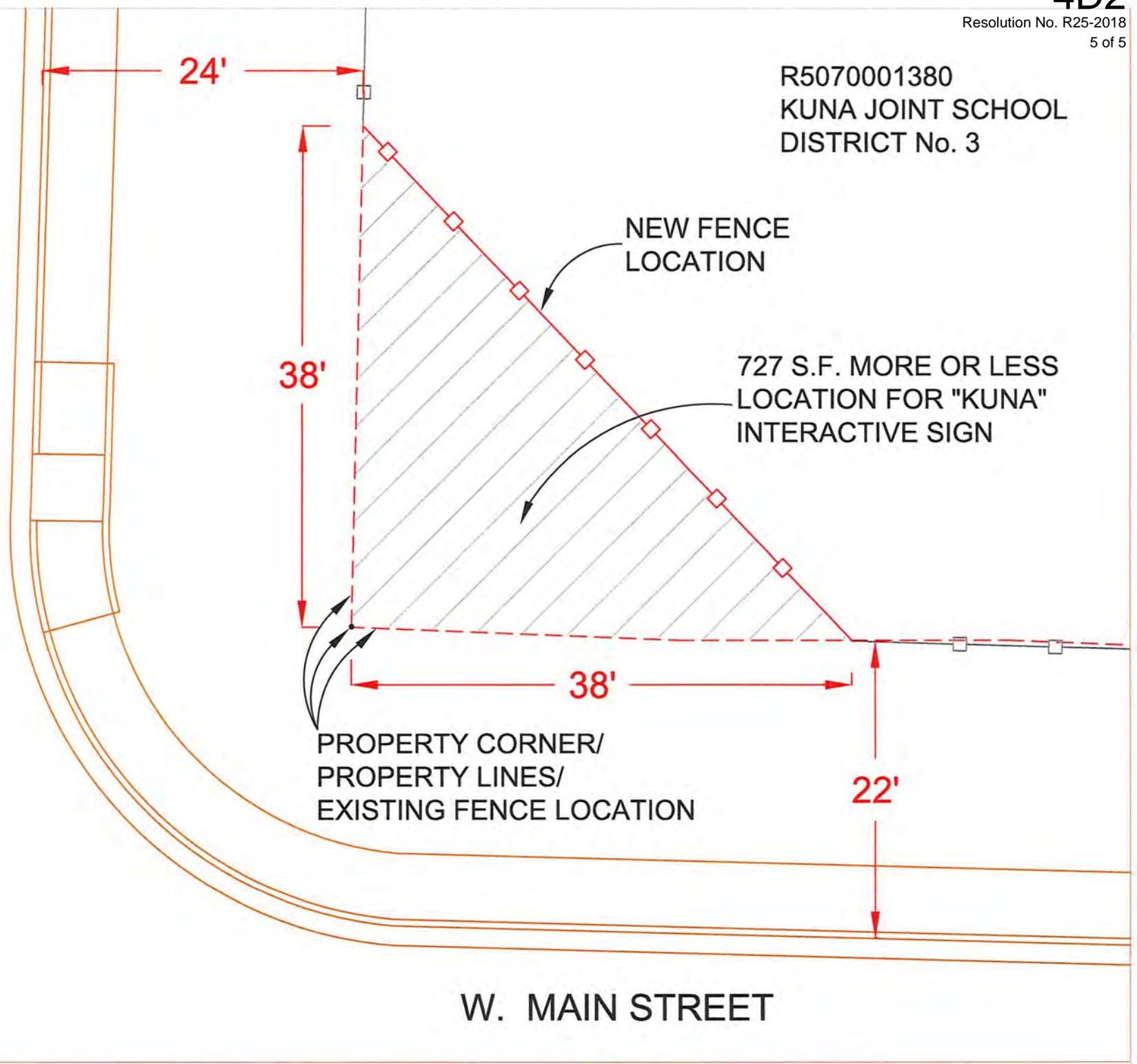
NEW FENCE  
LOCATION

727 S.F. MORE OR LESS  
LOCATION FOR "KUNA"  
INTERACTIVE SIGN

PROPERTY CORNER/  
PROPERTY LINES/  
EXISTING FENCE LOCATION

W. MAIN STREET

Exhibit A





# City of Kuna

## City Council 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: 18-06-FP (Final Plat) – Deserthawk No. 3

Location: South of W. Sunbeam St. & West of S. Ten Mile Rd., Kuna, ID 83634

Planner: Jace Hellman, Planner II

Meeting Date: April 3, 2018

Applicant/  
Owner: DB Development, LLC – Justin Blackstock

Representative: David Crawford, B&A Engineers, Inc.  
5505 W Franklin Rd  
Boise, ID 83705  
208-343-3381  
[dacrawford@baengineers.com](mailto:dacrawford@baengineers.com)



**A. General Project Facts:**

1. On behalf of DB Development, LLC, David Crawford with B&A Engineers, Inc is requesting final plat approval for Deserthawk Subdivision No. 3 which has thirty-three (33) residential building lots and three (3) common lots on a total of approximately 7.41 acres (Ada County Assessor Parcel No. R7321000610).

**B. Staff Analysis:**

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Deserthawk Subdivision No. 3.
2. Staff has determined that the proposed final plat for Deserthawk Subdivision No. 3 is in substantial conformance with the approved preliminary plat.

**C. Applicable Standards:**

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

**D. Conditions of Approval:**

1. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works Staff.
2. If any revisions are made, the applicant shall provide Planning and Zoning Staff with a revised copy of the final plat.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer’s signature on the final plat Mylar.



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> Desert Hawk Subdivision No. 3	<b>Applicant:</b> David Crawford, B&A Engineers, Inc.
---	--

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

Applicant (✓)	Description	Staff (✓)
X	Completed and signed Commission & Council Review Application.	X
X	All pages of the proposed Final Plat.	X
Under Construction	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	X
X	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	X
X	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.	X
X	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	X
X	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.	X
X	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	X
X	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	X

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

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

Exhibit  
A2



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)	18-06-FP
Project name	Desert hawk sub no. 3
Date Received	2/2/18
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>DB Development, LLC. Justin Blackstock- Manager</u>	Phone Number: _____
Address: <u>2228 W. Piazza St.</u>	E-Mail: _____
City, State, Zip: <u>Meridian, ID 83646</u>	Fax #: _____
Applicant (Developer): <u>David Crawford, B&amp;A Engineers, Inc.</u>	Phone Number: <u>208-343-3381</u>
Address: <u>5505 W. Franklin Rd.</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: _____
Engineer/Representative: <u>Joseph D. Canning B&amp;A Engineers, Inc</u>	Phone Number: _____
Address: <u>same as applicant</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____

#### Subject Property Information

Site Address: <u>811 S. Ten Mile Rd.</u>
Site Location (Cross Streets): <u>South of W. Sunbeam St. &amp; West of S. Ten Mile Rd.</u>
Parcel Number (s): <u>R7321000610</u>
Section, Township, Range: <u>Sec. 27 T2N R1W</u>
Property size : <u>7.41 ac</u>
Current land use: <u>N/A</u> Proposed land use: <u>Residential</u>
Current zoning district: <u>R-6</u> Proposed zoning district: <u>R-6</u>



**Project Description**

Project / subdivision name: Desert Hawk Subdivision No. 3

General description of proposed project / request: City approval & signature on final plat

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): \_\_\_\_\_

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: \_\_\_\_\_

Any existing buildings to remain?  Yes  No

Number of residential units: \_\_\_\_\_ Number of building lots: 33

Number of common and/or other lots: 3

Type of dwellings proposed:

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

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

Minimum Square footage of structure (s): \_\_\_\_\_

Gross density (DU/acre-total property): 4.45 u/ac Net density (DU/acre-excluding roads): \_\_\_\_\_

Percentage of open space provided: \_\_\_\_\_ Acreage of open space: \_\_\_\_\_

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

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

Number of building lots: \_\_\_\_\_ Other lots: \_\_\_\_\_

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

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

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

Number and ages of students/children: \_\_\_\_\_ Seating capacity: \_\_\_\_\_

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

Proposed Parking:

a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

b. Total Parking spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

c. Width of driveway aisle: \_\_\_\_\_

Proposed Lighting: \_\_\_\_\_

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

Applicant's Signature: [Signature] - B&A Engineers, Inc. Date: 1/16/18

**B & A Engineers, Inc.**

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

received  
2.2.18

January 30, 2018

**City of Kuna**

751 W. 4th St.  
Kuna, Idaho 83634

Subject: **Final Plat Approval Request for – Deserthawk Subdivision No. 3**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Deserthawk Subdivision No. 3.

This 3rd Phase of the development has been completed in substantial conformance with the approved preliminary plat.

Based on limited field observations and information provided by others, we believe that all construction has been completed in substantial conformance with the approved construction plans. The only items remaining are to finish paving, pacing collars, landscape and fencing. This effort is anticipated to occur within the next few weeks. Once complete we will provide the City with the final record drawings for the project.

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

Sincerely,



rd  
David Crawford  
B&A Engineers, Inc.

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO Pgs=4 NIKOLA OLSON  
FIDELITY NATIONAL TITLE - BOISE

2017-037908  
04/28/2017 04:17 PM  
\$19.00

### SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **South Farm LLC, an Idaho limited liability company** whose address is **1977 E Overland Rd, Meridian, ID 83642** (the "Grantor"), does hereby grant, bargain, sell and convey unto **DB Development LLC, a Delaware limited liability company**, whose address is **2228 W. Piazza St, Meridian, Idaho 83646**, (the "Grantee"), the following described premises (the "Premises"):

**See the attached Schedule I.**

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the Grantee, and its successors and assigns forever.

TOGETHER WITH all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above-described Premises with said improvements, hereditaments and appurtenances.

Grantee is relying solely upon Grantee's inspections as to the condition of the Premises. Grantor and Grantor's agents, employees and attorneys are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises, including, without limitation, the existence of hazardous waste, or the suitability of the Premises for Grantee's intended use. Grantee shall independently verify all information regarding any aspect or feature of the Premises provided by Grantor. Grantor does not guaranty the accuracy of any information provided by Grantor, its agents, employees or attorneys. Grantee is purchasing the Premises in "AS IS" "WHERE IS" condition, subject to all faults (whether they be physical, environmental or otherwise), including both latent and patent defects.

Grantor makes no covenants or warranties with respect to title, express or implied, other than as expressly stated hereinafter. Grantor is the owner of the Premises and has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the

execution of this instrument free from encumbrances caused, created, or suffered directly by Grantor.

In addition to the foregoing, Grantor warrants the Premises is free and clear of all liens and encumbrances. The scope of Grantor's obligation pursuant to the warranty in this paragraph shall be limited to any amounts received by Grantor pursuant to the policy of title insurance, if any, obtained by Grantor upon acquisition of the Premises. All costs of pursuing a claim under such policy of title insurance shall be borne by Grantee.

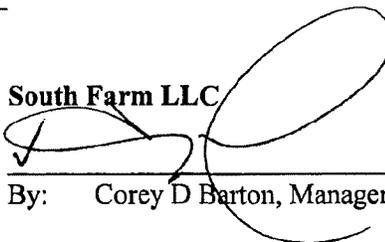
Grantor does also hereby assign to Grantee, as to the Premises, the warranty Grantor obtained upon acquisition of the Premises if any. Said assignment is without warranty.

Grantee, by execution of this Special Warranty Deed, acknowledges Grantee's acceptance of the conveyance herein in accordance with the terms hereof and agrees to be bound by the restrictions set out herein.

Effective Date: April 28<sup>th</sup>, 2017

**GRANTOR**

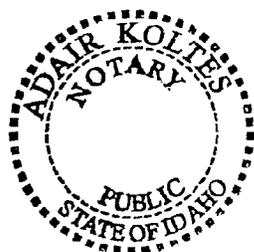
**South Farm LLC**

  
By: Corey D Barton, Manager

STATE OF IDAHO )  
                          ): ss.  
County of Ada     )

On the 28<sup>th</sup> day of April, 2017, before me, the undersigned notary public in and for said state, personally appeared Corey D Barton, known or identified to me to be the person whose name is subscribed to the within instrument as the Manager of South Farm LLC and acknowledged to me that he executed the same as such Manager.

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



Adair Koltjes  
Notary Public for State of Idaho  
Residing at Nampa, ID  
Commission expires: 6-05-22

GRANTEE

DB Development, LLC

*Justin Blackstock*  
By: Justin Blackstock  
Its: Manager

STATE OF IDAHO )  
  ): ss.  
County of Ada    )

On the 27<sup>th</sup> day of April, 2017, before me, the undersigned notary public in and for said state, personally appeared Justin Blackstock, known or identified to me to be the person whose name is subscribed to the within instrument as the Manager of DB Development, LLC and acknowledged to me that he executed the same as such Manager.

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



*Kimberly Yelm*  
Notary Public for State of Idaho  
Residing at Meridian, ID  
Commission expires: 6/13/2019.

## SCHEDULE I

Order No.: 34601702693

**For APN/Parcel ID(s): R7321000610**

---

A re-subdivision of a portion of Lots 9 & 10, in Rader and Kroeger's Subdivision as shown in Book 5 of Plats, at Page 205, Records of Ada County, Idaho, Being situate in the Northeast quarter of the Southeast quarter of Section 27, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 27; thence  
North  $00^{\circ}20'21''$  East, 2,669.67 feet along the Easterly boundary of the Southeast quarter of said Section 27 to the East quarter corner, which bears South  $89^{\circ}33'03''$  East, 2,679.49 feet from the center quarter corner of said Section 27; thence  
Returning South  $00^{\circ}20'21''$  West, 21.00 feet along the Easterly boundary of the Southeast quarter of said Section 27; thence  
North  $89^{\circ}33'03''$  West, 25.00 feet to the POINT OF BEGINNING.

thence

South  $00^{\circ}20'21''$  West, 637.17 feet along a line parallel to the Easterly boundary of the Southeast quarter of said Section 27;

thence

North  $74^{\circ}31'13''$  West, 706.93 feet to the Easterly boundary of Deserthawk Subdivision No. 1, as shown in Book 105 of Plats at Pages 14334-14338 Records of Ada County, Idaho;

thence

The following courses and distances along the Southerly boundary of said Deserthawk Subdivision No. 1;

North  $27^{\circ}13'41''$  East, 171.86 feet; North  $18^{\circ}00'55''$  East, 60.48 feet;  
North  $41^{\circ}24'41''$  East, 110.91 feet; North  $48^{\circ}15'09''$  West, 32.97 feet;  
North  $43^{\circ}24'15''$  East, 52.25 feet;

thence

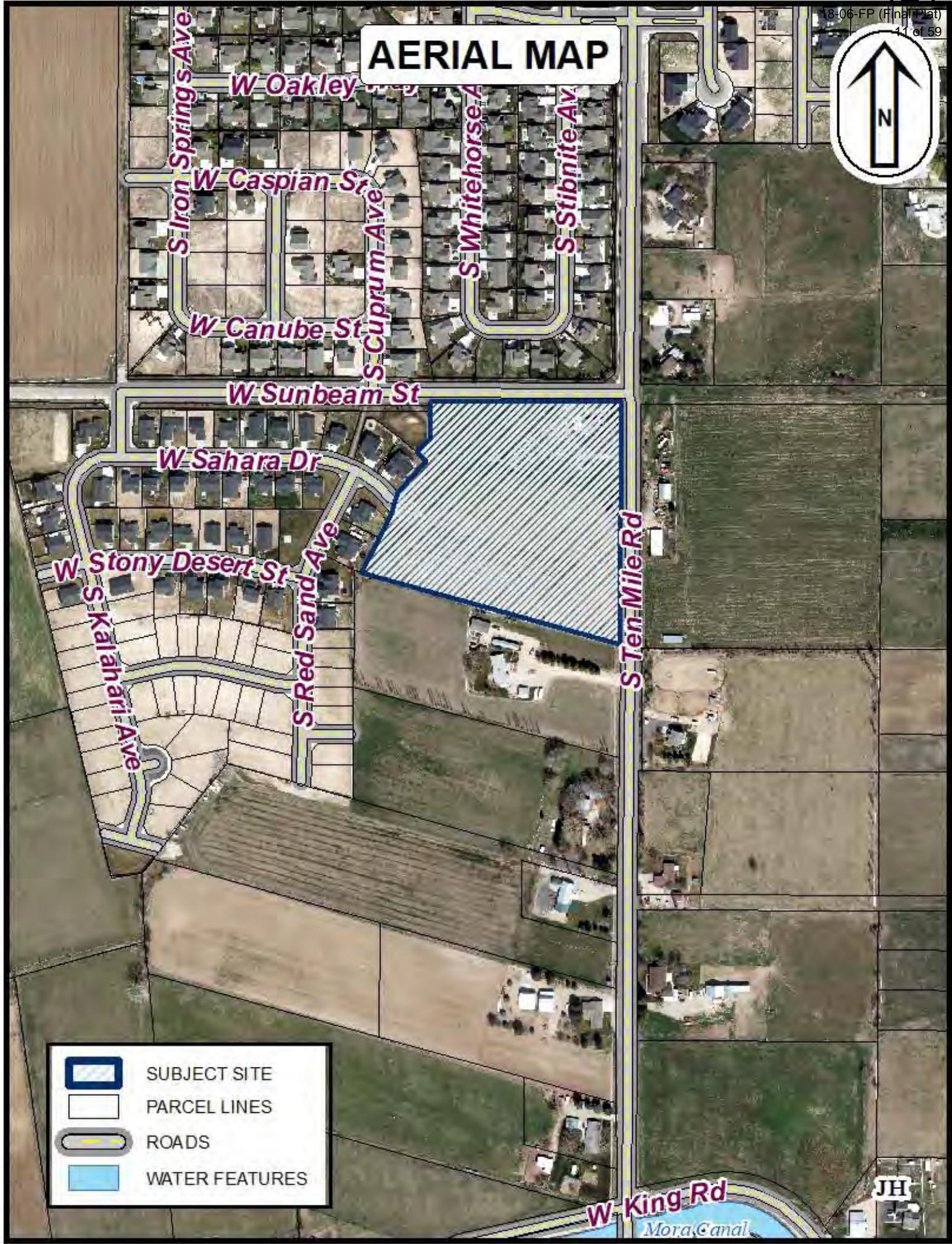
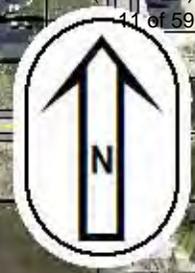
North  $00^{\circ}26'57''$  East, 99.00 feet to a point 21.00 feet Southerly of the Northerly boundary of the Southeast quarter of said Section 27;

thence

South  $89^{\circ}33'03''$  East, 502.29 feet along a line parallel to the Northerly boundary of said Section 27 to the POINT OF BEGINNING.

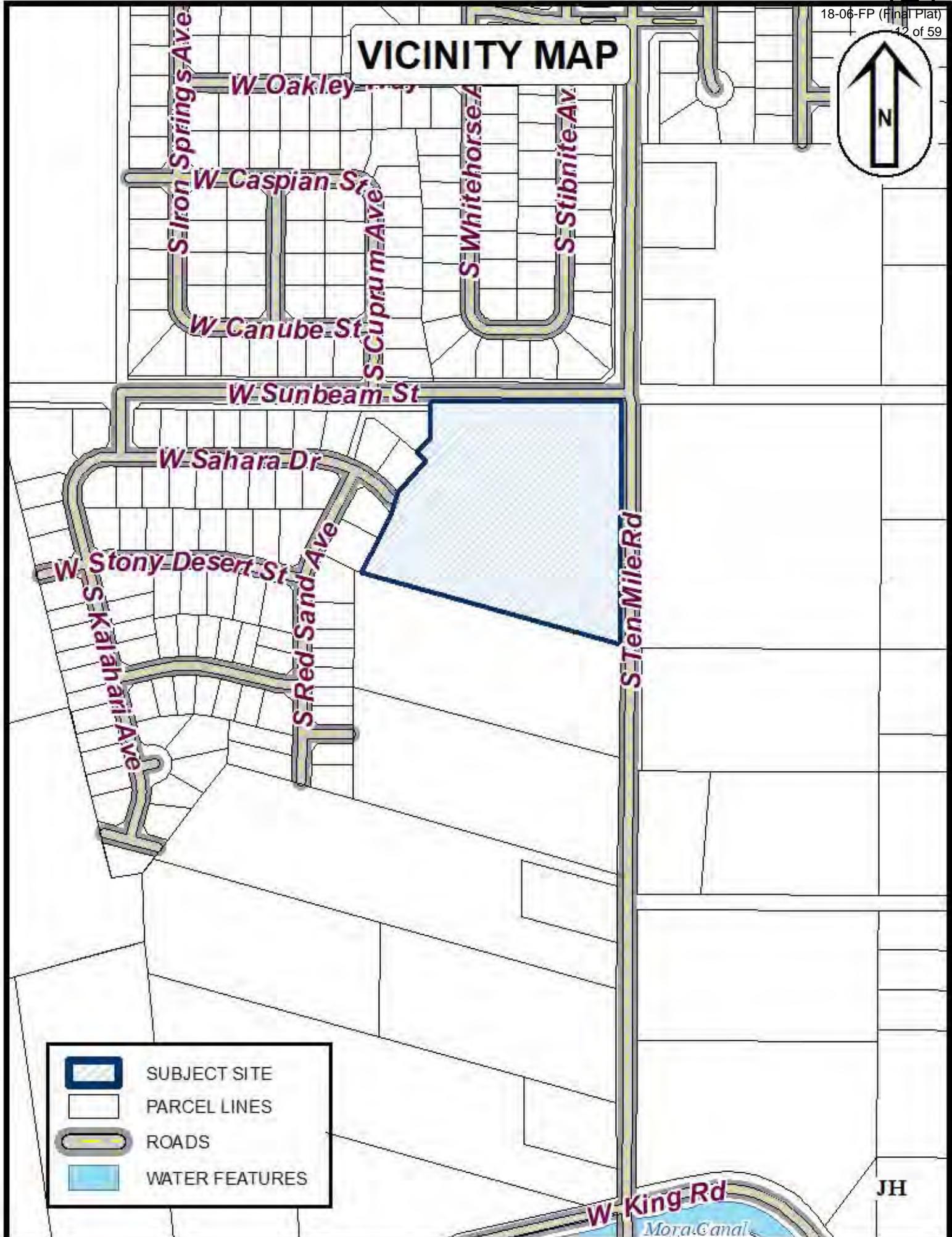
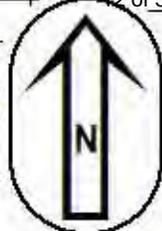


# AERIAL MAP



	SUBJECT SITE
	PARCEL LINES
	ROADS
	WATER FEATURES

# VICINITY MAP



	SUBJECT SITE
	PARCEL LINES
	ROADS
	WATER FEATURES



**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
DESERTHAWK SUBDIVISION**

THIS DECLARATION is made effective as of 6/19/13, by DAS Investments, LLC, an Idaho limited liability company ("Declarant" or "Owner" or "Grantor").

ARTICLE I: RECITALS

1.1 Declarant is the owner of all of the real property located in the County of Ada, State of Idaho (the "County"), described in the attached Exhibit A (the "Property"), which exhibit is incorporated herein by this reference.

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
SUBDIVISION - PAGE 1 OF 48**

Rev. 5/21/2013

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CC&R's:Deserthawk CC&R's (final) 052013 .docx

Exhibit

A2f

fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this Declaration to the "Association" shall apply to the particular Association designated to apply to that Annexed Tract.).

3.6 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of such rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.7 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.9 "Bylaws" shall mean the Bylaws of the Association.

3.10 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

3.11 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.12 "Deserthawk Subdivision" and the "Subdivision" shall each mean the Property.

3.13 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.14 "Grantor" shall mean, DAS Investments, LLC, an Idaho limited liability company and its successors-in-interest, and Affiliates (collectively, "DAS"), and any person or entity to whom DAS expressly transfers its Grantor rights, which transfer must

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
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shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.21 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee.

The following restrictions apply with respect to landscaping subject to increased requirements established by the Architectural Committee:

- A. Front Yard Landscaping: the front yard of all Building Lots must meet the following minimum requirements:

All landscaping is to be completed within thirty (30) days from actual occupancy;

It must be fully sodded within thirty (30) days from occupancy;

It must contain at least 2 trees with a minimum of 2" caliper;

It must contain at least five, one gallon plants/shrubs; and

An Automatic Sprinkler System (covering all of the yards) must be completed within thirty (30) days of occupancy.

- B. Back Yard and Side Yard Landscaping: All back and side yard landscaping must be completed within six (6) months of occupancy unless it is not fenced with approved fencing and in that case shall comply with Front Yard Landscaping completion date requirements.
- C. Fencing: All fencing shall be constructed of "white" vinyl material six feet (6') in height and approved in advance by the Architectural Committee. Fences at Subdivision boundaries or contiguous to

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
SUBDIVISION - PAGE 14 OF 48**

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properties with a use other than a residential building lot shall NOT be of wood or chain link.

4.22 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Declarant shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Deserthawk.

4.23 Commencement of Construction. Any owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction," as used in this Section 4.23, shall require beginning and ongoing physical construction of the dwelling structure upon such Building Lot. In the event any Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to ten (10) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed re-conveying said Building Lot, free and clear of all liens and encumbrances, which deed shall, by virtue of the notice provided hereby, be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.24 Exemption of Grantor and for Common Area. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be, and Improvements to the Common Areas by Grantor, or the Association are and shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section 4.24, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
SUBDIVISION - PAGE 15 OF 48**

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and other facilities associated with the provisions of lighting and services;

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities;

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

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

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

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development’s Common Area landscaping and open spaces, including temporary

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
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irrigation and furnishings located in all public rights-of-way;

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

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

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

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

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

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

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Subdivision, the Association, and/or any other property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided, however, that such taxes and assessments are paid or a bond insuring payment is posted prior to the

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
SUBDIVISION - PAGE 21 OF 48**

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A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association's Bylaws.

#### ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments.

6.1.2 The right of the Association to suspend the use of, or interest in, the Common Area (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

6.1.3 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

6.1.4 The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such

#### **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK SUBDIVISION - PAGE 25 OF 48**

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Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

#### ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

#### **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK SUBDIVISION - PAGE 26 OF 48**

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

company DAS Investments, LLC, an Idaho limited liability

*[Handwritten Signature]*

By: Timothy W. Eck  
Its: Manager

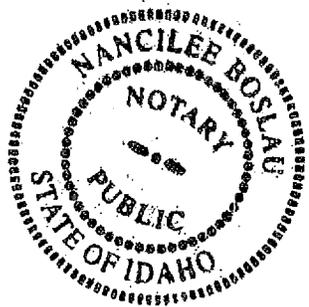
ACKNOWLEDGEMENT

State of Idaho )  
County of *Ada* )ss.

On this the 21 day of May, 2013, before me, the undersigned Notary Public in and for said state, personally appeared Timothy W. Eck, known by me to be a Manager of DAS Investments, LLC, an Idaho limited liability company, whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on its behalf.

*[Handwritten Signature]*

Notary Public  
Residing At:  
My Commission Expires: *Residing in Meridian, Idaho*  
*My Commission expires: 11-12-2016*



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK SUBDIVISION - PAGE 46 OF 48

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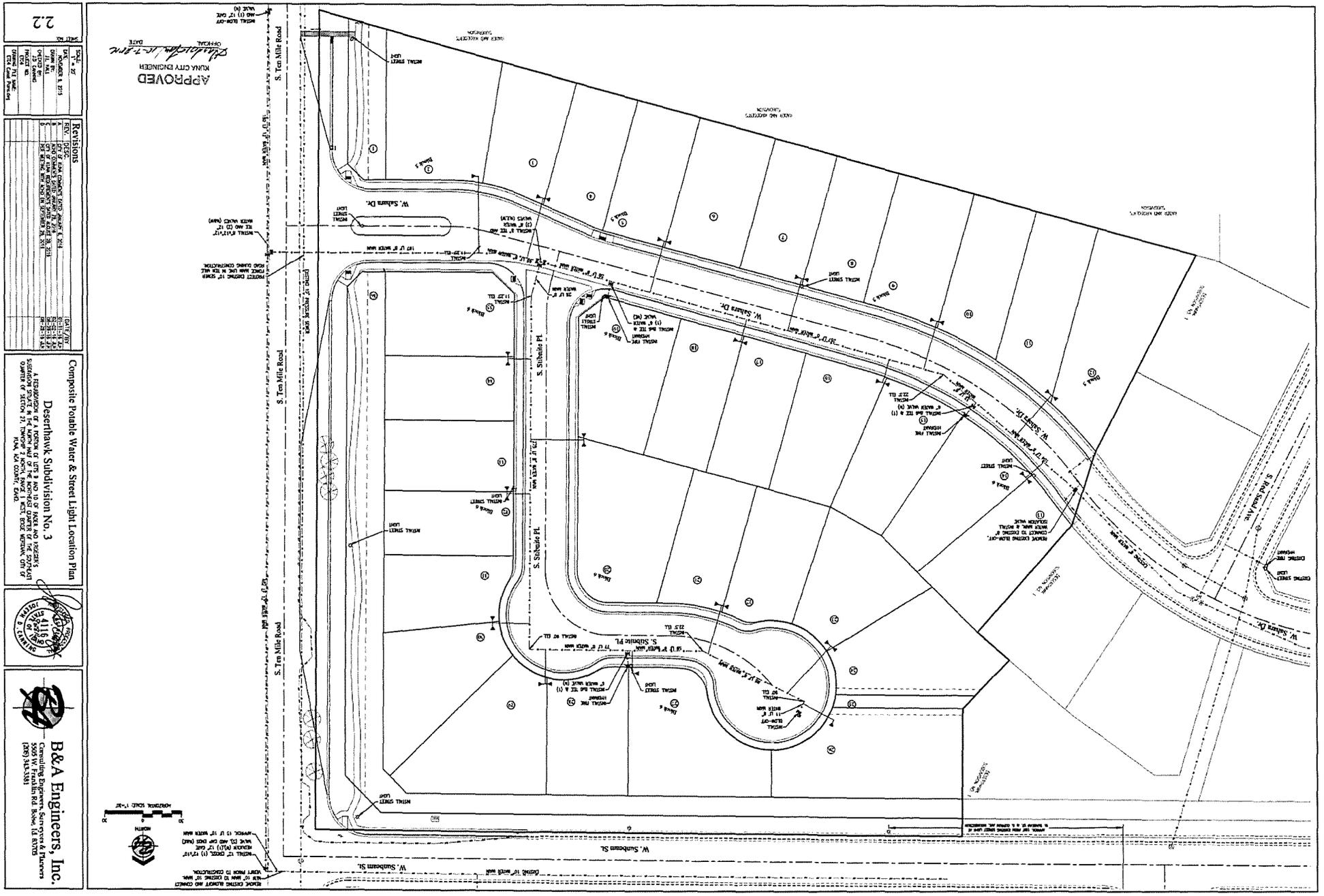
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APPROVED  
 KUNA CITY ENGINEER  
 DATE

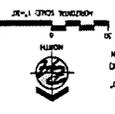
DATE	2.2
PROJECT NO.	18-06-FP
PROJECT NAME	DESERT HAWK SUBDIVISION NO. 3
ENGINEER	B&A ENGINEERS, INC.
CHECKED BY	[Signature]
DATE	1/11/18

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	1/11/18
2	REVISED PER COMMENTS	1/11/18
3	REVISED PER COMMENTS	1/11/18
4	REVISED PER COMMENTS	1/11/18
5	REVISED PER COMMENTS	1/11/18
6	REVISED PER COMMENTS	1/11/18
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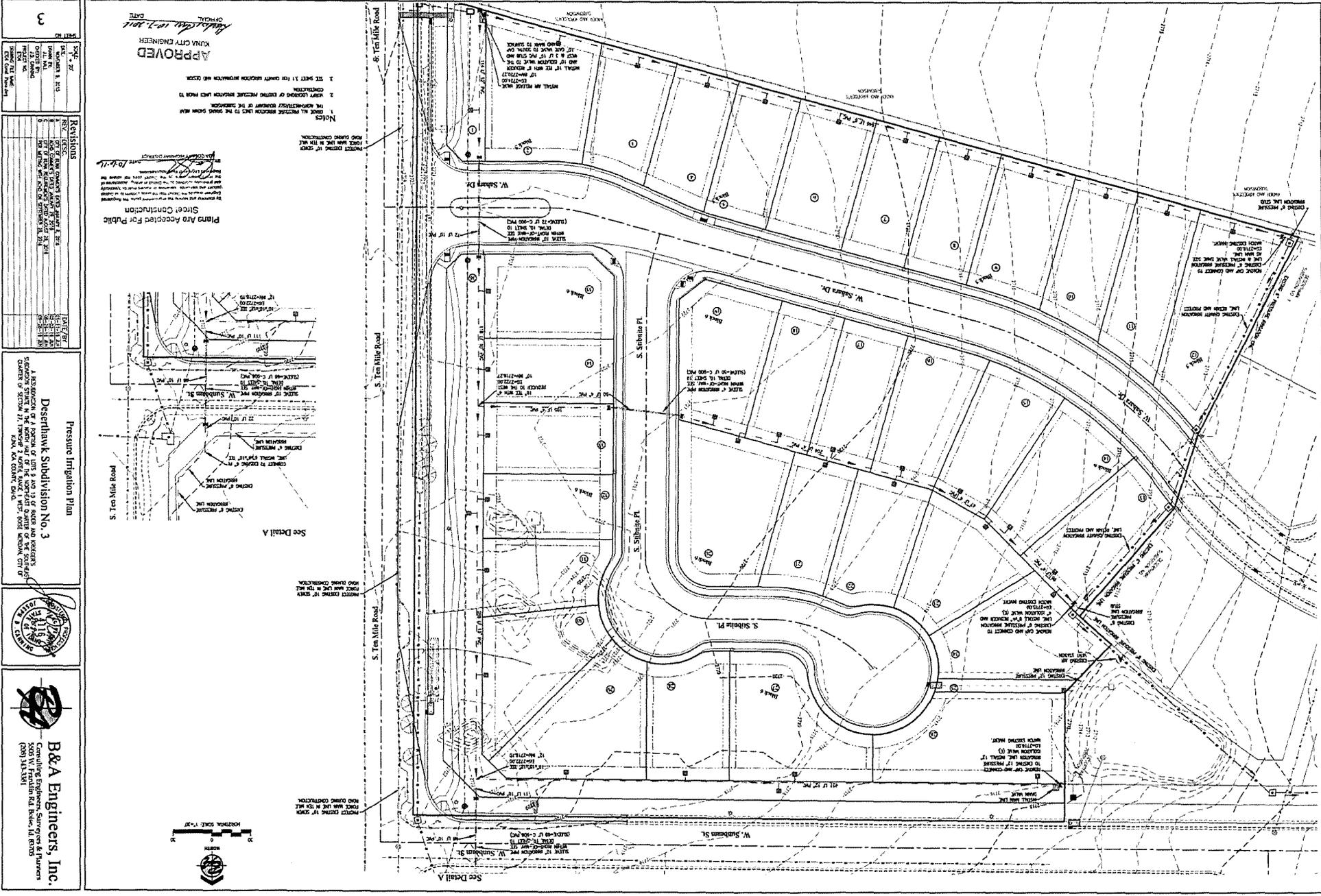
Composite Potable Water & Street Light Location Plan  
 Desert Hawk Subdivision No. 3  
 A RESUBDIVISION OF A PORTION OF LOTS 2 AND 10 OF RANGE AND TOWNSHIP  
 QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 WEST, BEING PART OF  
 KUNA, WA COUNTY, WASH.



**B&A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 5005 W. Franklin Rd. Suite 101, B200  
 (206) 344-3300



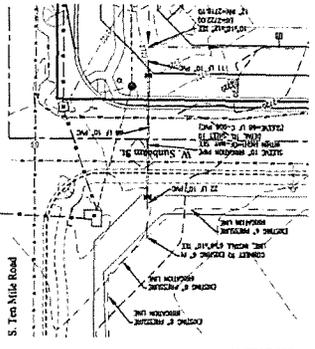
NOTE: ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.



APPROVED  
 KVM CTV ENGINEERS  
 DATE: 10/1/2011

- Notes
1. CHECK ALL PROPOSED SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC STREET CONSTRUCTION.
  2. VERIFY LOCATION OF EXISTING PROPOSED SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC STREET CONSTRUCTION.
  3. SEE SHEET 11 FOR GROUND PROPOSED SPECIFICATIONS AND NOTES.

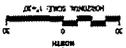
Plan Area Accepted For Public Street Construction  
 Approved by the City Engineer  
 10/1/11



See Detail A

PROPOSED EXISTING OF CENTER LINE SHALL BE IN THE FIELD

PROPOSED EXISTING OF CENTER LINE SHALL BE IN THE FIELD

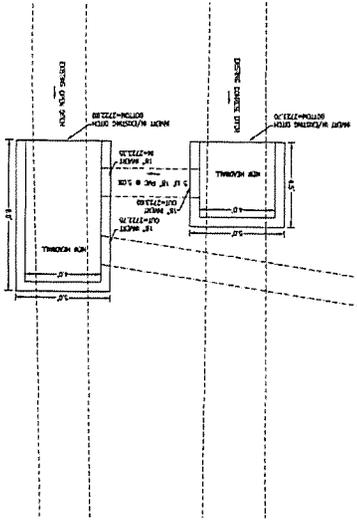
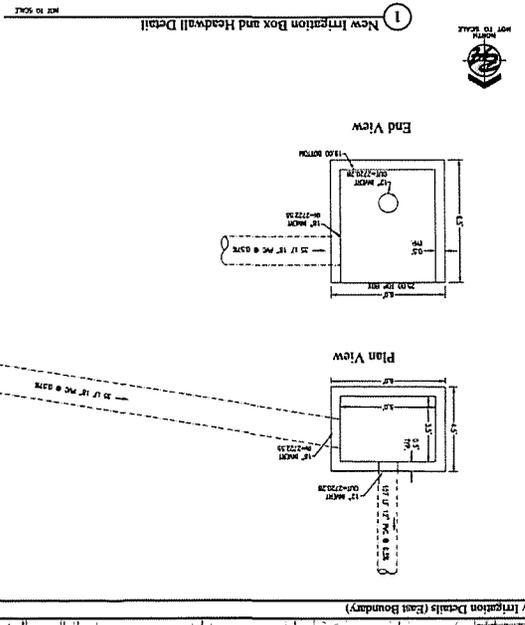
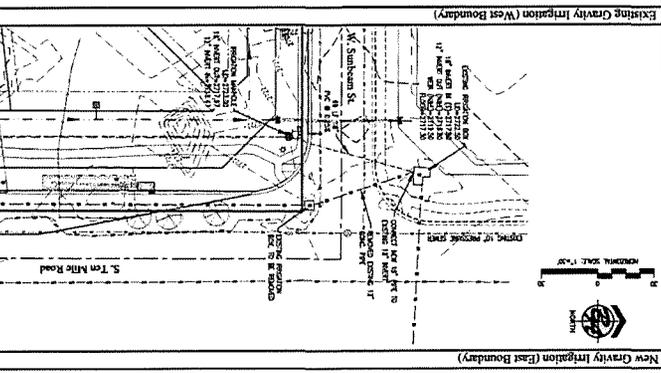
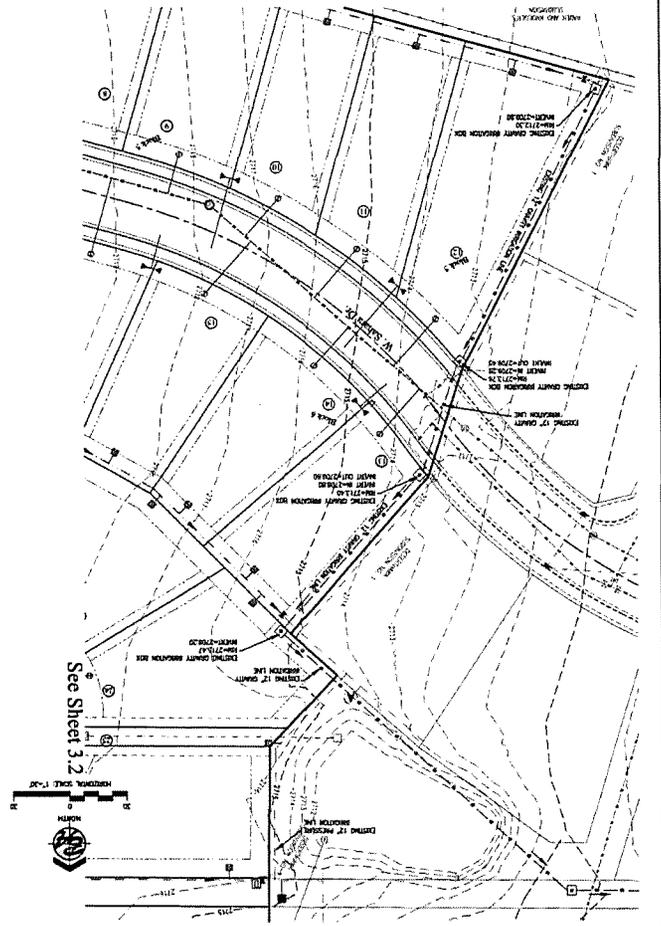


3	DATE: 10/1/2011
SCALE: AS SHOWN	DESIGNED BY: KVM
PROJECT: 18-06-FP	CHECKED BY: KVM
DATE: 10/1/2011	APPROVED BY: KVM

Pressure Irrigation Plan  
 Deserthawk Subdivision No. 3  
 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, APPROVED AND PASSED ON THE 21ST DAY OF SEPTEMBER, 2011, AUTHORIZING THE CITY OF SAN DIEGO TO CONVEY TO THE COUNTY OF SAN DIEGO, CALIFORNIA, THE RIGHT OF WAY FOR THE PRESSURE IRRIGATION SYSTEM FOR THE DESERTHAWK SUBDIVISION, PARCELS 1 THROUGH 100, AS SHOWN ON THE ATTACHED MAP.



**B & A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 5005 W. Franklin Rd., Suite 100, Escondido, CA 92029  
 (760) 744-3300



**APPROVED**  
 KIMM CITY ENGINEERS  
 DATE: 10-6-16

Plans Are Accepted For Public Street Construction

Revisions

NO.	DATE	DESCRIPTION
1	10-6-16	ISSUE FOR PERMIT
2	10-6-16	ISSUE FOR PERMIT
3	10-6-16	ISSUE FOR PERMIT
4	10-6-16	ISSUE FOR PERMIT
5	10-6-16	ISSUE FOR PERMIT
6	10-6-16	ISSUE FOR PERMIT
7	10-6-16	ISSUE FOR PERMIT
8	10-6-16	ISSUE FOR PERMIT
9	10-6-16	ISSUE FOR PERMIT
10	10-6-16	ISSUE FOR PERMIT

Gravity Irrigation Plan

**Deserthawk Subdivision No. 3**

A REVISION OF A PART OF LOT 3, AND 1/2 OF ROAD AND EXISTING IRRIGATION SYSTEM, BEING A PART OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, BEING SECTION 27, T17N, R10W, CO. 10, OKLAHOMA COUNTY, OKLAHOMA.

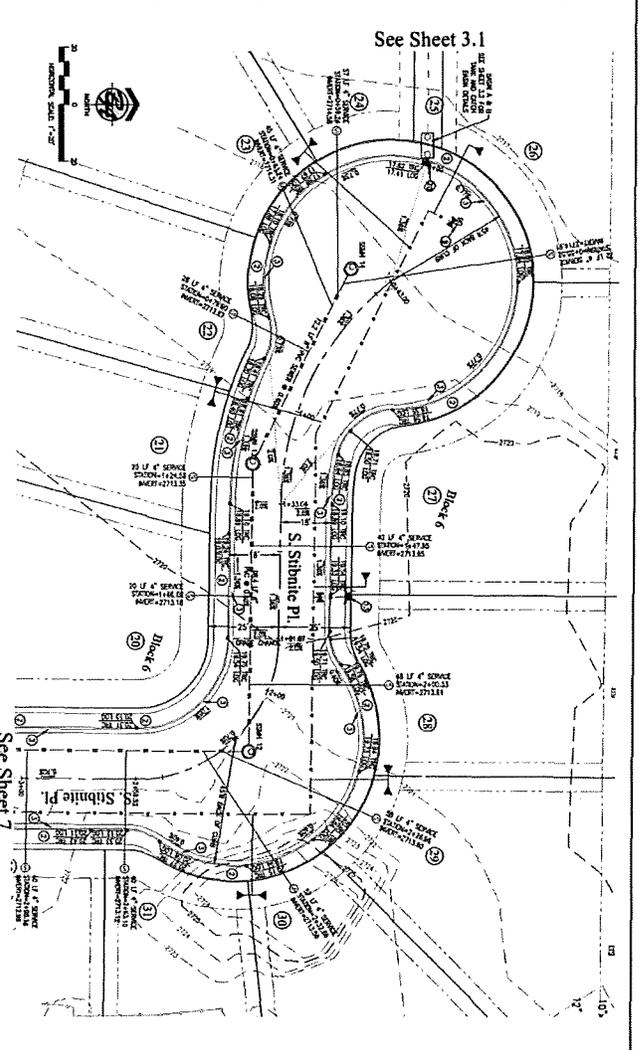
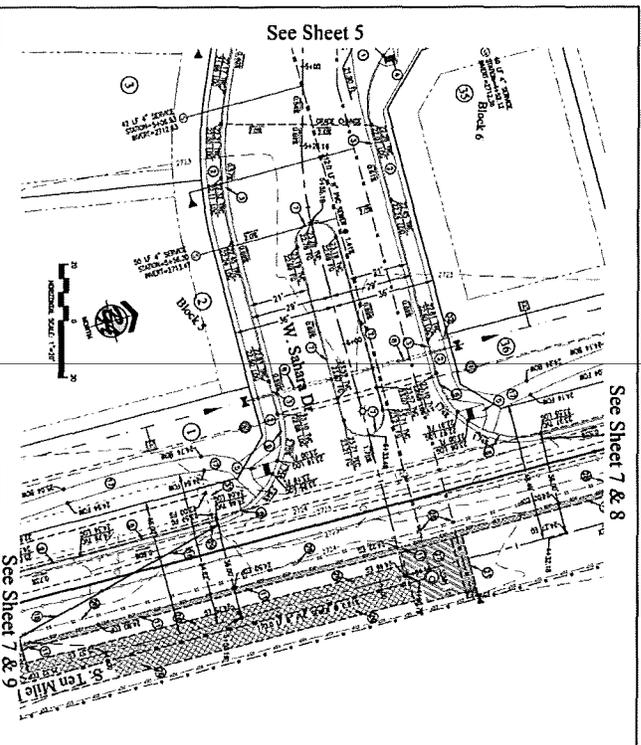
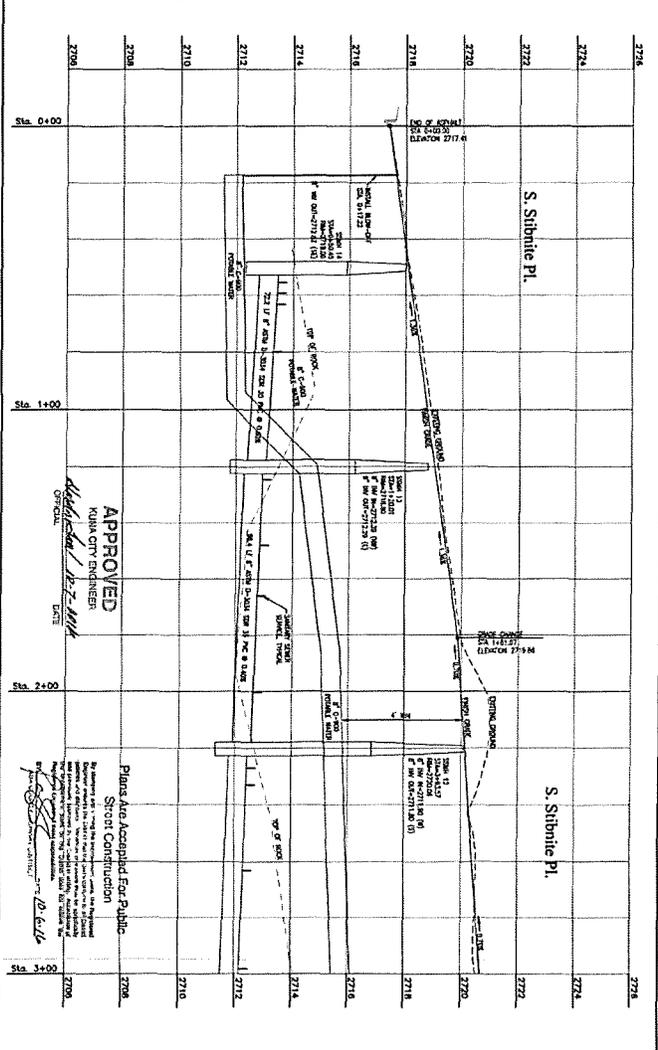
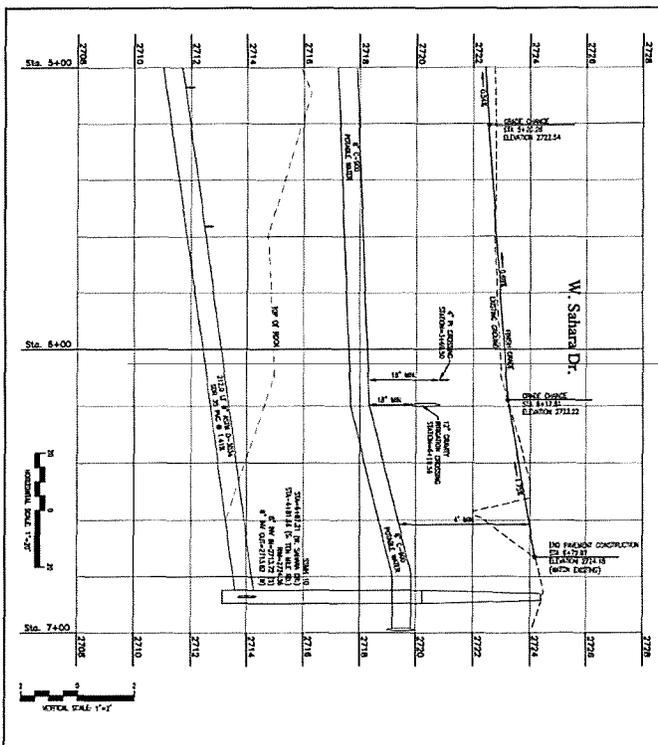


**B&A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 5006 W. Franklin Rd., Suite 101, Edmond, OK 73116  
 (405) 343-5381









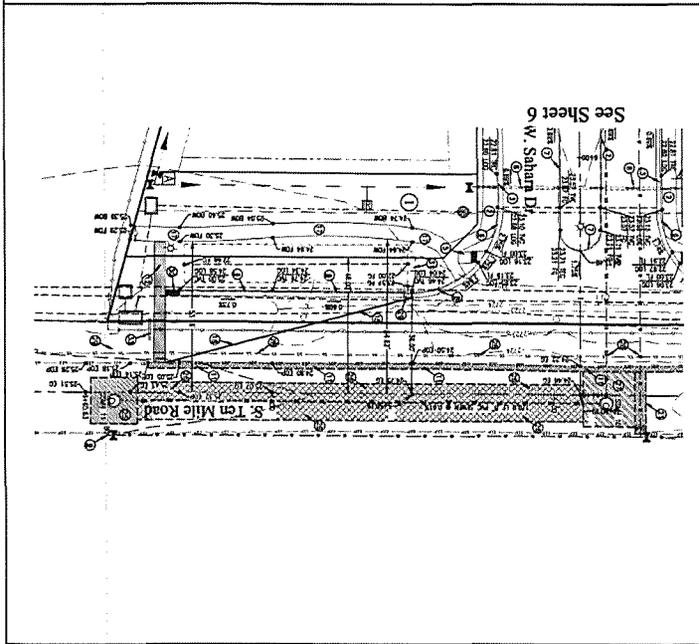
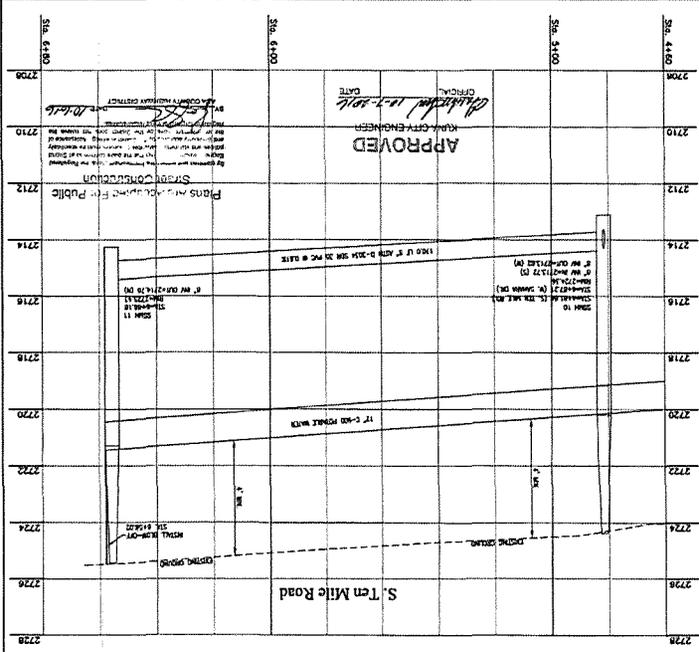
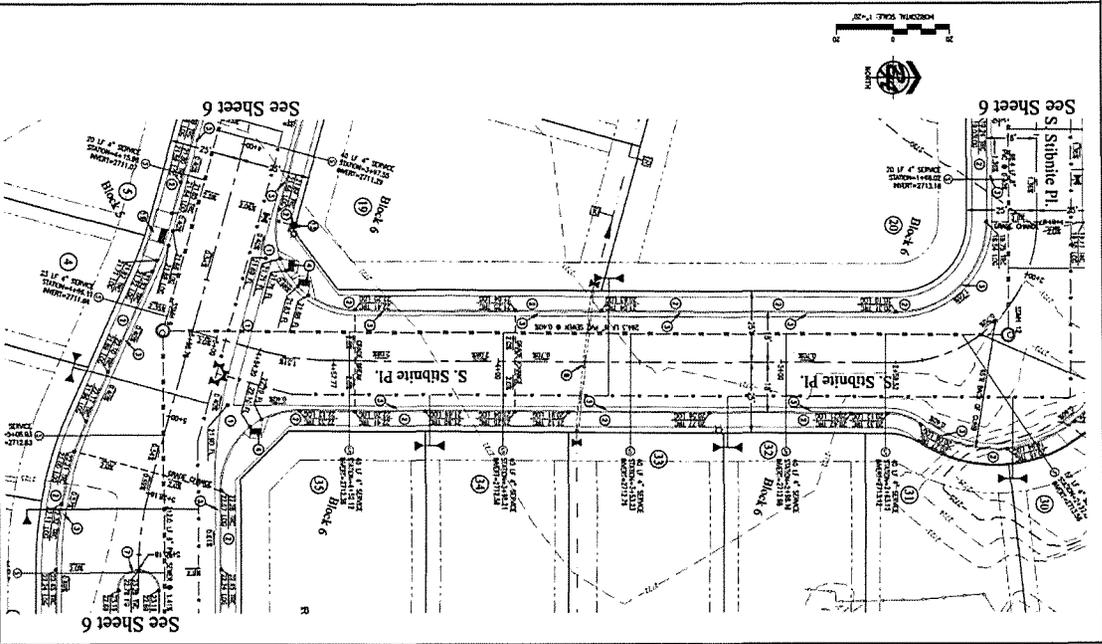
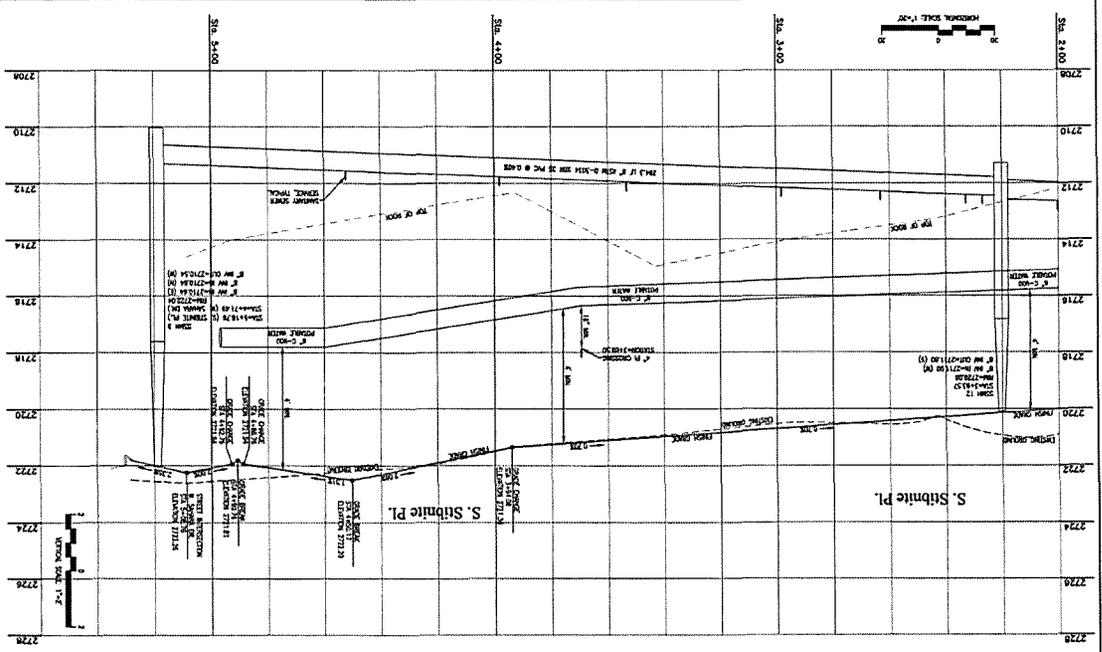
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DESIGNED BY: J. D. GIBSON	CHECKED BY: J. D. GIBSON
DRAWN BY: J. D. GIBSON	DATE: 12-7-11
PROJECT NO: 18-06-FP	
DRAWING FILE NAME: 18-06-FP.dwg	
CAD: J. D. GIBSON	

REV.	DATE	DESCRIPTION
1	12-7-11	ISSUE FOR PERMITS
2	12-7-11	ISSUE FOR PERMITS
3	12-7-11	ISSUE FOR PERMITS
4	12-7-11	ISSUE FOR PERMITS
5	12-7-11	ISSUE FOR PERMITS
6	12-7-11	ISSUE FOR PERMITS
7	12-7-11	ISSUE FOR PERMITS
8	12-7-11	ISSUE FOR PERMITS
9	12-7-11	ISSUE FOR PERMITS
10	12-7-11	ISSUE FOR PERMITS

Plan/Profile - West Sahara Drive & South Stibnite Place  
**Deserthawk Subdivision No. 3**  
 A RESURVEY OF A PORTION OF LOTS 9 AND 16 OF PAPER AND ADDITION'S SUBDIVISION PLAT IN THE NORTH HALF OF THE NE 1/4 QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF PLAMA, ADJ. COUNTY, IDAHO.



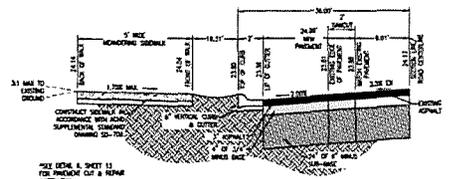
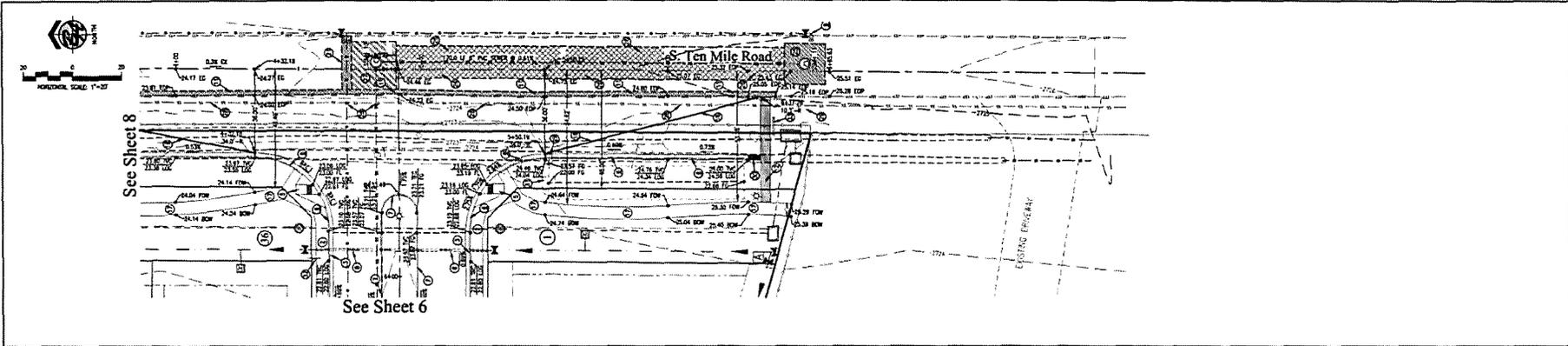
**B&A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 5505 W. Franklin Rd. Boise, ID 83705  
 (208) 343-3381



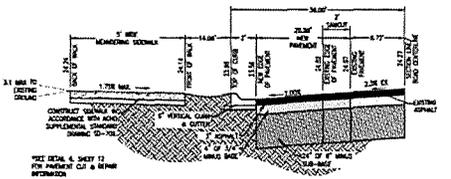
<p>DATE: 11/1/2016</p> <p>BY: [Signature]</p> <p>APPROVED: [Signature]</p> <p>KLING STUBBINS ENGINEERS</p>	<p>2708</p> <p>2710</p> <p>2712</p> <p>2714</p> <p>2716</p> <p>2718</p> <p>2720</p> <p>2722</p> <p>2724</p> <p>2726</p> <p>2728</p>	<p>Sta. 4400</p> <p>Sta. 4410</p> <p>Sta. 4420</p> <p>Sta. 4430</p>																	
	<p>Plan Profile - South Sibthie Place</p> <p>Deserthawk Subdivision No. 3</p> <p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11/1/2016</td> <td>ISSUE FOR PERMITS</td> </tr> <tr> <td>2</td> <td>11/1/2016</td> <td>REVISED PER COMMENTS</td> </tr> <tr> <td>3</td> <td>11/1/2016</td> <td>REVISED PER COMMENTS</td> </tr> <tr> <td>4</td> <td>11/1/2016</td> <td>REVISED PER COMMENTS</td> </tr> <tr> <td>5</td> <td>11/1/2016</td> <td>REVISED PER COMMENTS</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	11/1/2016	ISSUE FOR PERMITS	2	11/1/2016	REVISED PER COMMENTS	3	11/1/2016	REVISED PER COMMENTS	4	11/1/2016	REVISED PER COMMENTS	5	11/1/2016	REVISED PER COMMENTS
NO.	DATE	DESCRIPTION																	
1	11/1/2016	ISSUE FOR PERMITS																	
2	11/1/2016	REVISED PER COMMENTS																	
3	11/1/2016	REVISED PER COMMENTS																	
4	11/1/2016	REVISED PER COMMENTS																	
5	11/1/2016	REVISED PER COMMENTS																	

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5035 W. Franklin Rd. Boise, ID 83705  
(208) 353-5381

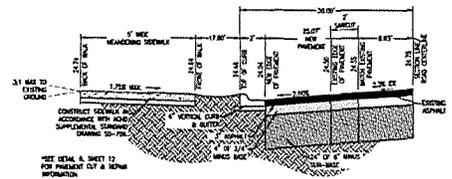




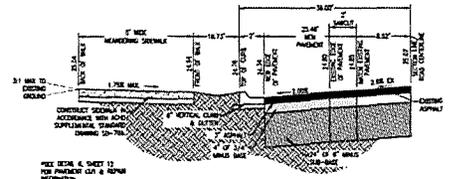
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NOT TO SCALE



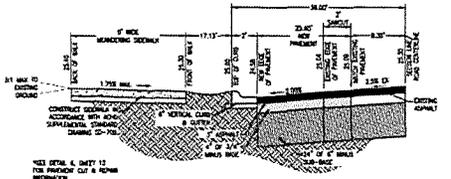
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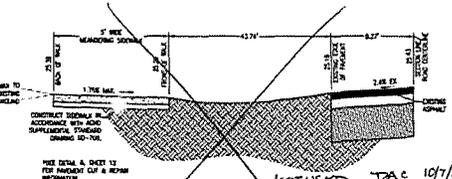
Meandering Sidewalk Section Sta. 5+50.19 - Looking North  
NOT TO SCALE



Meandering Sidewalk Section Sta. 6+00 - Looking North  
NOT TO SCALE



Meandering Sidewalk Section Sta. 6+32.76 - Looking North  
NOT TO SCALE



Meandering Sidewalk Section Sta. 6+50 - Looking North  
NOT TO SCALE

**APPROVED**  
KUNIA CITY ENGINEER  
*Richard J. ...* 12-7-2014  
OFFICIAL DATE

Plans Are Accepted For Public Street Construction  
By entering into signing the Permitment under the Permitment Engineer (under the "Signed" line) to permit the existing street permitment section to be used for the following: 24-INCHES OF ASPHALT, 4-INCHES OF 3/4-INCH BLENDED CRACKED AGGREGATE, 14-INCHES OF 1/2-INCH BLENDED CRACKED AGGREGATE, 3-INCHES OF ASPHALT, 4-INCHES OF 3/4-INCH BLENDED CRACKED AGGREGATE, 24-INCHES OF BLENDED HOT MIX (FOR WIDE MEDIAN STRIPS) OR WIDER PERMITMENT SECTION IS GREATER.

**B & A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
2000 Kalia Rd., Suite 100  
Honolulu, HI 96811  
(808) 944-3441

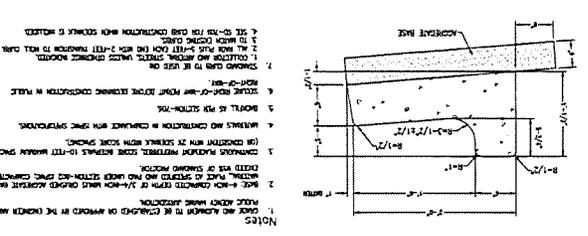


South Ten Mile Road Sidewalk Improvements & Striping Plan  
Deserthawk Subdivision No. 3  
A SUBDIVISION IN THE NORTH AND NORTH-EAST QUARTERS OF THE SOUTH-EAST QUARTER OF SECTION 27, TOWNSHIP 20N, RANGE 15E, HAWAIIAN ISLANDS, TERRITORY OF HAWAII.

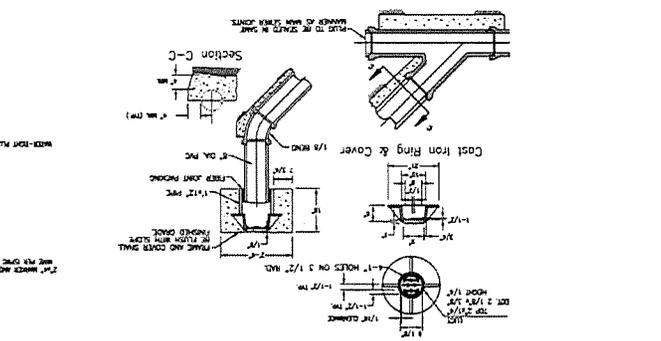
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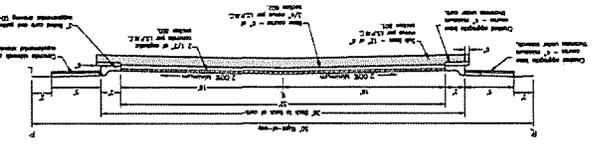
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NOT TO SCALE



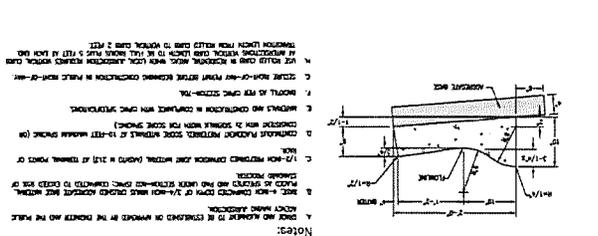
2 Typical Local Street Section  
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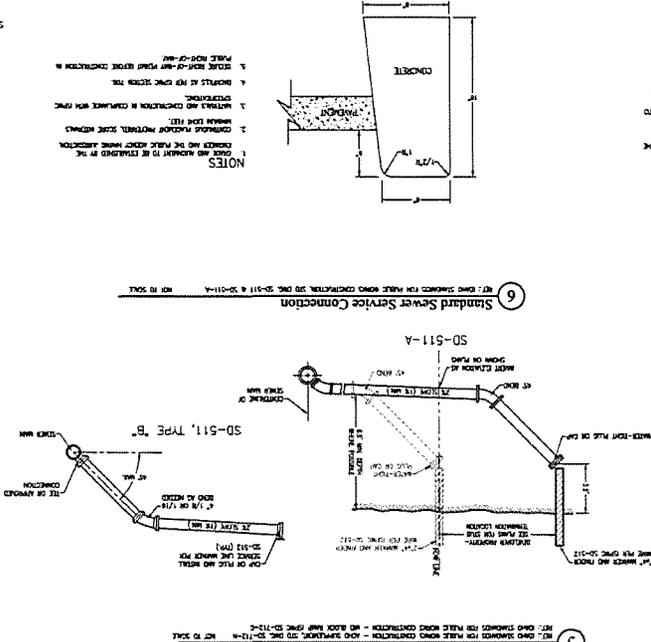
3 Standard Clean-out Detail  
NOT TO SCALE



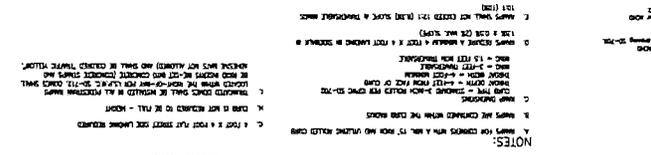
4 Typical 6\" Vertical Curb & Gutter  
NOT TO SCALE



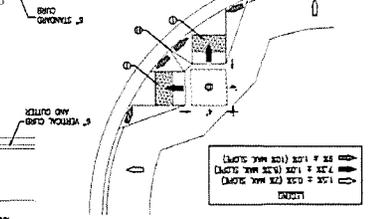
5 Pedestrian Ramp SD-712-H4 & Mid Block Ramp SD-712-G  
NOT TO SCALE



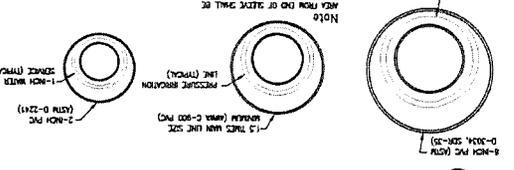
6 Standard Sewer Service Connection  
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7 6\" Vertical Curb (No Gutter)  
NOT TO SCALE



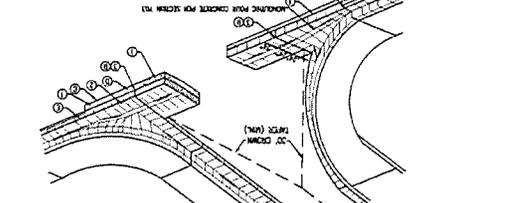
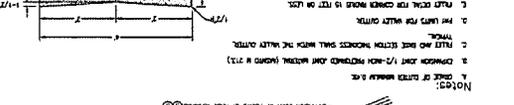
8 Typical Trench Detail  
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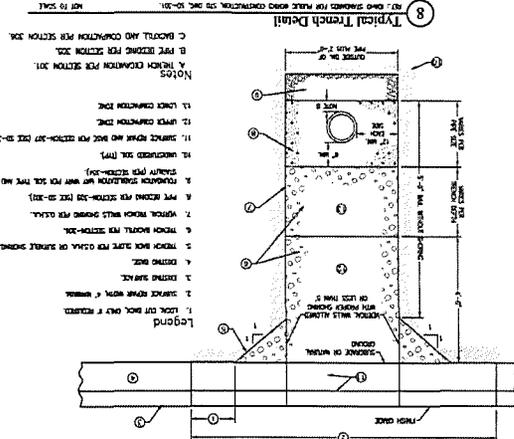
9 Typical Valley Gutter  
NOT TO SCALE



10 Pipe Sleeve Section Detail  
NOT TO SCALE



11 Plans Are Accepted For Public School Construction  
NOT TO SCALE



12 Plans Are Accepted For Public School Construction  
NOT TO SCALE

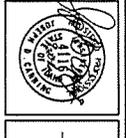


11

SCALE	AS SHOWN
DATE	10-6-16
DESIGNED BY	PHILIP J. HANCOCK
CHECKED BY	PHILIP J. HANCOCK
IN CHARGE	PHILIP J. HANCOCK
PROJECT NO.	18-06-FP
DATE	10-6-16

Revisions

NO.	DATE	DESCRIPTION



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Consulting Engineers, Surveyors & Planners  
(904) 363-3361

Desothank Subdivision No. 3  
A PORTION OF A PORTION OF LOTS 1 AND 2 OF BLOCK 10 AND THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 26N, RANGE 26W, COUSHATA PARISH, LOUISIANA.





# Deserthawk Subdivision No. 3

A re-subdivision of a portion of Lots 9 & 10, in Rader and Kroeger's subdivision as shown in Book 5 of Plats, at Page 205, records of Ada County, Idaho, being situated in the northeast quarter of the southeast quarter of Section 27, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho.



**Line Table**

Line	Bearing	Distance
L1	N60°30'00"W	25.00'
L2	N69°33'03"W	25.00'
L3	S07°26'37"W	21.00'
L4	S15°28'47"W	24.56'
L5	S44°49'50"E	17.00'
L6	N32°54'34"E	25.91'
L7	S44°49'50"E	24.17'
L8	N45°10'10"E	18.85'
L9	S44°36'21"E	26.43'
L10	S74°03'32"W	26.82'

**Curve Table**

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
C1	015°28'47"	100.00'	27.02'	S82°15'38"E	26.94'
C2	036°31'27"	300.00'	201.73'	S58°15'24"E	187.85'
C3	001°04'34"	300.00'	5.53'	N36°31'53"W	5.63'
C4	015°08'28"	100.00'	26.43'	N67°54'34"E	26.35'
C5	089°53'24"	50.00'	78.44'	N44°38'21"W	70.64'
C6	051°35'20"	100.00'	90.04'	S83°45'23"E	87.05'
C7	048°05'12"	50.00'	41.35'	S81°38'22"W	40.21'
C8	036°43'13"	50.00'	32.30'	N58°32'24"W	31.81'
C9	035°05'49"	50.00'	29.17'	N21°37'55"W	28.77'
C10	037°41'35"	50.00'	33.22'	N13°45'48"E	32.63'
C11	023°54'30"	136.00'	56.75'	S78°02'45"E	56.34'
C12	010°15'08"	136.00'	24.37'	S84°32'01"E	24.34'
C13	013°28'32"	136.00'	32.38'	S72°54'46"E	32.31'
C14	009°25'43"	100.00'	14.71'	N70°18'21"W	14.70'
C15	008°04'29"	100.00'	10.60'	N69°07'44"W	10.60'
C16	002°21'14"	100.00'	4.11'	N73°20'36"W	4.11'
C17	036°21'19"	325.00'	206.22'	S58°20'33"E	202.78'
C18	008°38'11"	325.00'	48.99'	S70°12'07"E	48.94'
C19	009°03'44"	325.00'	51.40'	S81°21'10"E	51.35'
C20	009°33'01"	325.00'	54.17'	S82°02'47"E	54.11'
C21	009°04'23"	325.00'	51.65'	S42°43'09"E	51.60'
C22	004°05'54"	325.00'	23.25'	N38°02'33"W	23.24'
C23	038°31'37"	275.00'	184.92'	S55°15'24"E	181.45'
C24	005°24'28"	275.00'	26.77'	S38°48'58"E	26.76'
C25	014°46'05"	275.00'	70.85'	S48°57'17"E	70.65'
C26	013°36'34"	275.00'	65.32'	S63°08'38"E	65.12'
C27	004°34'20"	275.00'	21.54'	S72°14'03"E	21.54'
C28	089°53'24"	25.00'	39.22'	N44°38'21"W	35.32'
C29	025°32'33"	125.00'	55.73'	S78°48'48"E	55.26'
C30	018°23'11"	125.00'	40.11'	S80°21'27"E	39.94'
C31	007°09'22"	125.00'	15.61'	S67°35'11"E	15.60'
C32	038°31'24"	20.00'	13.45'	N83°16'11"W	13.20'
C33	278°28'48"	50.00'	243.85'	S38°48'00"W	87.15'
C34	030°45'57"	50.00'	27.12'	S87°08'55"E	26.79'
C35	040°10'28"	50.00'	35.41'	S81°40'42"E	34.89'
C36	040°10'28"	50.00'	35.41'	S11°30'13"E	34.89'
C37	011°42'47"	50.00'	10.32'	S14°28'24"W	10.21'
C38	070°08'56"	50.00'	61.80'	S50°21'17"W	58.02'
C39	083°43'01"	50.00'	73.79'	N47°43'28"W	67.40'
C40	079°01'06"	20.00'	26.18'	S42°22'36"E	24.35'
C41	008°38'51"	75.00'	11.34'	S85°15'07"E	11.33'
C42	032°18'12"	20.00'	11.26'	N74°18'32"E	11.12'
C43	154°23'47"	50.00'	136.11'	N44°38'21"W	98.50'
C44	032°18'12"	20.00'	11.26'	S18°28'27"W	11.12'
C45	044°58'42"	50.00'	39.22'	N67°04'42"W	30.22'
C46	044°58'42"	50.00'	39.22'	N22°08'00"W	38.22'

- Legend**
- Subdivision boundary
  - Lot line
  - Section line
  - Street centerline
  - Water, sewer, drainage, and irrigation easement to benefit the City of Kuna, see note 10 for more information.
  - 5'-wide storm drain easement
  - 15'-wide sidewalk easement
  - Adjoining property line
  - Found monument, type noted
  - Found 1/2" pin
  - Found 5/8" pin
  - Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
  - Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
  - Calculated point, not set or found

- Reference Documents**
- Subdivision Plats
  - Rader & Kroeger's Subdivision (Book 5, Page 205)
  - Deserthawk Subdivision No. 1 (Book 105, Pages 14334-14338)



**B&A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 5505 W. Franklin Rd. Boise, Id. 83705  
 (208) 343-3381 Deserthawk Subdivision No. 3  
 Sheet 1 of 3

Exhibit  
 A 4

See Sheet 2 for Notes

Section Corner 27 26  
 Found Brass Cap  
 CP&F No. 9324556 34 35

# Deserthawk Subdivision No. 3

## Notes

1. Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights through New York Irrigation District, and will be obligated for assessments from the City of Kuna.
2. All references to Homeowners' Association hereon are to the Deserthawk Subdivision Homeowners' Association and the owners of the lots, within said subdivision, jointly.
3. Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision and may require amendment of the development agreement.
4. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Deserthawk Subdivision.
5. Lots shall not be reduced in size without prior approval from the health authority.
6. Lot 21, Block 5 and Lots 25 and 36, Block 6 are common area lots to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
7. No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
8. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
9. Public utility easement is hereby dedicated as follows:
  - \* 10-foot wide along public rights-of-ways.
10. Water, sewer, drainage, and irrigation easements are hereby dedicated to the City of Kuna for the installation and maintenance of lines as shown hereon (unless otherwise dimensioned).
  - \* 10-foot wide along public rights-of-ways, rear lot lines and the exterior boundary.
  - \* 10-foot wide centered on interior lot lines.
11. Direct lot access to S. Ten Mile Rd. or W. Sunbeam St. is prohibited unless specifically allowed by Ada County Highway District or the City of Kuna.
12. Maintenance of any irrigation, drainage pipe, or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
13. This development recognizes Idaho Code Section §22-4503, Right to Farm Act, which states: "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding non-agricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
14. Lots 24, 25, & 26, Block 6 is servient to and contains the ACHD storm water drainage system. This lot is encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement, recorded on November 10, 2015 as Instrument No. 2015-103256, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (The "MASTER EASEMENT"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
15. Lot 21, Block 5 and Lots 25 and 36, Block 6 are subject to a blanket public utility, drainage, and irrigation easement.
16. This development is subject to a License Agreement, Inst. No. \_\_\_\_\_ to benefit the Ada County Highway District.

## Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that it is the owner of a certain tract of land to be known as DESERTHAWK SUBDIVISION NO. 3, and that it intends to include the following described land in this plat:

A re-division of a portion of Lots 9 & 10, in Roder and Kroeger's subdivision as shown in Book 5 of Plats, at Page 205, records of Ada County, Idaho, being situate in the northeast quarter of the southeast quarter of Section 27, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southeast corner of said Section 27; thence N00°20'21"E, 2,689.67 feet along the easterly boundary of the southeast quarter of said Section 27 to the east quarter corner, which bears S89°33'03"E, 2,679.49 feet from the center quarter corner of said Section 27; thence returning S00°20'21"W, 21.00 feet along the easterly boundary of the southeast quarter of said section 27; thence N89°33'03"W, 25.00 feet to the Point of Beginning;

Thence S00°20'21"W, 637.17 feet along a line parallel to the easterly boundary of the southeast quarter of said Section 27;

Thence N74°31'13"W, 706.93 feet to the easterly boundary of Deserthawk Subdivision No. 1, as shown in Book 105 of Plats at Pages 14334-14338 records of Ada County, Idaho;

Thence the following courses and distances along the southerly boundary of said Deserthawk Subdivision No. 1:

N27°13'41"E, 171.86 feet;  
 N18°00'55"E, 60.48 feet;  
 N41°24'41"E, 110.91 feet;  
 N48°15'09"W, 32.97 feet;  
 N43°24'15"E, 52.25 feet;

Thence N00°26'57"E, 99.00 feet to a point 21.00 feet southerly of the northerly boundary of the southeast quarter of said Section 27;

Thence S89°33'03"E, 502.29 feet along a line parallel to the northerly boundary of said Section 27 to the Point of Beginning.

Comprising 7.41 acres, more or less.



**B&A Engineers, Inc.**

Consulting Engineers, Surveyors & Planners  
 5505 W. Franklin Rd. Boise, Id. 83705  
 (208) 343-3381 Deserthawk Subdivision No. 3  
 Sheet 2 of 3

# Deserthawk Subdivision No. 3

## Certificate of Owners Signature

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

IN WITNESS WHEREOF: I have hereunto set my hand on this 22 day of July, 2017

Justin Blackstock  
Justin Blackstock, Manager  
DB Development, LLC. Date

## Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of DESERTHAWK SUBDIVISION NO. 3, as described in the Certificate of Owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

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



## Approval of City Council

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

\_\_\_\_\_  
Kuna City Clerk

## Acknowledgment

State of Idaho)  
)ss.  
County of Ada)

On this 22 day of July in the year of 2017, before me the undersigned, a Notary Public in and for said state, personally appeared Justin Blackstock, known or identified to me to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

Emmel L. Hall  
Notary Public for Idaho  
Residing in Boise, Idaho  
My Commission Expires Jan 12, 2022



## Approval of Central District Health Department

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.



Joseph D. Canning 8/2/17  
Central District Health Department, EHS Date

## Certificate of 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 Date

## Certificate of County Treasurer

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

\_\_\_\_\_  
Ada County Treasurer Date

## Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Commission President  
Ada County Highway District

## Approval of City Engineer

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

\_\_\_\_\_  
Kuna City Engineer Date

## Certificate of County Recorder

State of Idaho)  
)ss. Instrument No. \_\_\_\_\_  
County of Ada)

I hereby certify that this instrument was filed at the request of \_\_\_\_\_  
at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
in my office, and was recorded in Book \_\_\_\_\_ of Plats  
at Pages \_\_\_\_\_ through \_\_\_\_\_  
Fee: \_\_\_\_\_

Ex-Officio Recorder: Christopher D. Rich

Deputy: \_\_\_\_\_



### B&A Engineers, Inc.

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



## City of Kuna

P.O. Box 13  
Kuna, ID 83634

Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: [www.cityofkuna.com](http://www.cityofkuna.com)

**To:** Kuna City Council

**Case Number(s):** 10-03-5 (Preliminary Plat)  
10-08-DR (Design Review)  
Deserthawk Subdivision  
Conditions of Approval Amendment

**Site location:** Southwest corner of West Sunbeam Street and South Ten Mile Road

**Planner:** Maranda C. Obray, Planner I

**Hearing date:** November 6, 2012

**Applicant:** Tim Eck  
6152 West Half Moon Lane  
Eagle, Idaho 83616  
(208) 286-0520  
[timothveck@me.com](mailto:timothveck@me.com)

**Property Owner:** Randy Hopkins  
Hopkins Growth Fund LLC  
910 West Carol Street  
Meridian, Idaho 83646  
(208) 467-5467  
[bethe@hopkinsfinancial.com](mailto:bethe@hopkinsfinancial.com)

### A. Course of Proceedings

1. An amendment to the conditions of approval in Kuna City Code (KCC) 1-14-3, a public hearing, with the City Council as the decision-making body. This land use action was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.
  - a. **Notifications**

i. 300' Property Owners	October 19, 2012
ii. Agencies	October 12, 2012
iii. Kuna Melba Newspaper	October 17, 2012
iv. Site Posted	October 26, 2012
2. An amendment to the conditions of approval in KCC 5-1A-2, as part of the public hearing process, the applicant conducted a Neighborhood Meeting on October 17, 2012; four (4) members of the public attended.
3. Fees accompanied with a request for an amendment to the conditions of approval under Resolution R22-2010 totals \$400.00; the applicant paid said fees on October 18, 2012 in full [Rpt#707977].







District and City Staff have considered the entire existing infrastructure as having commenced construction; however, since amendments to standards and policies were recently adopted, the applicant is working to bring the site into compliance.

**E. General Project Facts**

**1. Application Information:**

Parcel No./Size: R7321000609, approximately 5.006 acres  
 R7321000605, approximately 26.823999 acres  
 Site area: Approximately 31.82999 acres  
 Zone: R-6 (Medium Density Residential)  
 Proposed Use: R-6 (Medium Density Residential) Single-family dwelling

**2. Legal Description:** A legal description was not required with this application; however is included within the Deserthawk Subdivision file.

**3. Comprehensive Plan Designation:** The site is identified as "Medium Density Residential" on the Comprehensive Future Land Use Map. The use identified (residential) is consistent with this designation.

**4. Existing Site Conditions:**

**Surrounding Land Use and Zoning** Parcel #: S1324110150 / S1324110085

North	R-6 RUT	Medium Density Residential – Kuna City [Sutter's Mill Subdivision] Rural Urban Transition – Ada County
South	RUT	Rural Urban Transition – Ada County
East	A RUT	Agriculture – Kuna City Rural Urban Transition – Ada County
West	RUT	Rural Urban Transition – Ada County

**5. Existing Structures:**

As part of the original approvals, the original developer had obtained construction plan approval and proceeded with the installation of the infrastructure within Phase 1 of the development. The site also features a single-family home, septic system, well, driveway and accessory structures.

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

The site exhibits natural and/or agricultural vegetation, which shall be retained until development occurs.

**7. Transportation/Connectivity:** The parcels has frontage on West Sunbeam Street and South Ten Mile Road.

**8. Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts associated at these sites. The site's topography is relatively flat.

**9. Services:**

Fire Protection: Kuna Fire District  
 Police Protection: Kuna City Police (Ada County Sheriff's Office)  
 Sanitary Sewer: City of Kuna  
 Potable Water: City of Kuna



Irrigation District: New York Irrigation District  
 Pressurized Irrigation: City of Kuna (KMID)  
 Sanitation Services: J&M Sanitation

10. **Agency Responses:** The following agencies returned comments: Jon Tillman, Kuna Fire District; Boise-Kuna Irrigation District, Lauren Boehlke; and City Engineer, Gordon Law. The responding agency comments are included as exhibits or conversations noted within this report. [See Section G]

#### F. Staff Analysis

Based on the Staff's review of the application, Staff concludes that this application complies with Title 6 of Kuna City Code and the Comprehensive Plan as amended. Staff forwards the request to City Council for review and determination relative to the applicant's proposed amendments and Staff recommendations.

#### G. Proposed Findings of Fact for Consideration

*The following information is each of the applicant's requests for amendment of Conditions of Approval that was previously approved with the relative responses from ACHD and staff.*

##### 1. Proposed Amendments to the Conditions of Approval: [see Exhibit 5]

###### 1.1: Ten Mile Road Sidewalk Requirements:

###### Applicant's Request:

Reduce the 8-foot wide detached sidewalk section along Ten Mile Road to 5-foot in compliance with ACHD policies since a bike-lane is required within the road section of Ten Mile Road [§1:2.1.1.A: Bicycles Lanes].

###### Approved 2009 Conditions of Approval:

Page 18 of 45: §F. 1.: ACHD's Findings of Fact;

13. "Site Specific Conditions of Approval: Construct an 8-foot wide concrete sidewalk on Ten Mile Road located approximately 56-feet from the centerline abutting the site. Enter into a sidewalk easement with the District for any portion of the sidewalk located outside of ACHD right-of-way abutting the site."

Page 31 of 45: §1.2.: Subdivision; and

2.1.1.O. "Sidewalk: Arterial or collector streets shall feature 8-foot detached sidewalks on both sides of the street frontage regardless of subdivision lot widths." In addition, "...the plan identifies an 8-foot meandering sidewalk placed within the public right-of-way on South Ten Mile Road, and a substandard although acceptable."

Page 35 of 45: §1.3: Building:

3.13.1. "Sidewalks/Pathways: Provide an 8-foot paved sidewalk with the public rights-of-way along the frontage of South Ten Mile Road or place in a public easement if located within the common lot."

###### Staff Comments:

Under Kuna City Code (KCC) 5-17, 6-4-2 and Kuna's Comprehensive Land Use Plan (Comp Plan) all arterial and collector classified roadways are required to be improved with an 8-foot wide, detached concrete sidewalk. This requirement has been an improvement standard since 2010 when City Council adopted new language under Title 6: Subdivision



Regulations; and has since, enforced such improvements to all new development brought before the decision-makers. Staff recommends City Council deny the proposed amendment per KCC and Comp Plan language adopted.

**1.2: Perimeter Fencing Requirements:**

**Applicant's Request:**

Vacate the requirement for 3-foot offsets of parallel fencing every 250 feet.

**Approved 2009 Conditions of Approval:**

**Page 28 of 45: §1:2.1.1: D: Fencing:**

*"The fencing that is placed next to an arterial or collector road shall be punctuated with minimum three feet (3') of parallel fencing offset, every 250 linear feet (maximum) the monotony of the fence's façade."*

**Staff Comments:**

The language found within the report is KCC 6-4-2: E: Fencing code; however, City Council has the authority under KCC 6-1-9 to amend, supplement or repeal the regulations and provision found within Title 6: Subdivision Regulations. Staff recommends approval of this proposed amendment and requests direction from City Council to amend the language found within code changed to, "to be determined" based on the development before them.

**1.3: Ten Mile Road Right-of-Way Dedication:**

**Applicant's Request:**

Vacate the requirement to increase the Ten Mile right-of-way from 48 feet to 52 feet.

**Approved 2009 Conditions of Approval:**

**Page 32 of 45: §1:2.1.1: Streets and Alleys:**

*"The City's new development standards require the arterial roadway to feature a number of improvements; that will ultimately require South Ten Mile Road to feature 52-feet of right-of-way. The developer's plan identifies 48-feet of right-of-way for arterial development purposes. Thus, the Developer shall reconcile the 4-foot right-of-way difference in keeping with the City's street profile standards."*

**Staff Comments:**

In May 2009, ACHD adopted their Livable Street Design Guide book; this book is a tool used as a guideline for specific classified roadways providing a breakdown of the right-of-way and sections required for such roadway classifications. In December 2011, Kuna adopted, under the Landscape Regulations, language reflecting ACHD's adopted roadway designs and currently reviewing proposed text amendments under Title 6, Chapter 3: Design Standards for street types to match. Ten Mile Road is classified as a Major Arterial or Residential Arterial under ACHD's guidebook; requiring 97 feet of right-of-way.

**Residential Arterial Roadways (97-foot ROW/48.5-foot half-section ROW):** 8-foot detached sidewalk, 4 to 8-foot planter strip [6-foot in this case], 2-foot curb/gutter, 5-foot bike-lane, 11-foot thru-lane, 11-foot turn lane, 11-foot thru-lane, 5-foot bike-lane, 2-foot curb/gutter, 4 to 8-foot planter strip [6-foot in this case], and 8-foot detached sidewalk.

The Developer received approval for 8-foot detached sidewalk, meandering through the landscaped buffer in and outside of ACHD right-of-way. As part of the approval, former Director Steven Hasson required 4 feet of additional right-of-way on top of the proposed 48



feet; totaling 52 feet (half-section). Staff is unsure as to why Mr. Hasson required a 104-foot right-of-way for Ten Mile Road. However, if Council allows for the reduction of the approved 8-foot planter strip [§1.2.1.1:O] down to 6-foot [as described above], Staff believes the 97-foot right-of-way [or 48.5-foot half-section ROW] is sufficient and complies with City code and ACHD's adopted standards.

**1.4: Construction of West Sahara Drive for Traffic Circulation:**

**Applicant's Request:**

Vacate requirement to construct West Sahara Drive beyond the Phase 1 boundary to Ten Mile Road as part of Phase 1 construction.

**Approved 2009 Conditions of Approval:**

Page 32 of 45: §1.2.1.1: Q: Streets and Alleys:

*"According to the City's "Notes to the File" file dated August 21, 2009, Mike Smith, Hopkin's representative, was advised that West Sahara Drive would need to be improved to the city's local street standard and connect with South Ten Mile Road as part of phase one construction in order to provide full subdivision transportation circulation at the onset. Accordingly, this road extension and connection is a requirement of the first phase."*

**Staff Comments:**

Staff shall rely on Kuna Fire District's comments and requirements for this item; Assistant Chief, Jon Tillman informed Staff the two-lane access into the proposed subdivision off W. Sunbeam Street would be sufficient for the secondary access requirement for plats 30 or more lots. [Exhibit 10]

**1.5: One Tree per Buildable Lot Responsibility:**

**Applicant's Request:**

Provide that the tree requirement to place a tree on each subdivision lot become a requirement of the builder securing a building permit.

**Approved 2009 Conditions of Approval:**

Page 33 of 45: §1.2.1.1: T: Trees

*"A minimum of one live tree shall be planted by the subdivider on each subdivision lot and each tree shall have a minimum of two inch (2") caliper."*

**Staff Comments:**

The language cited above Kuna City code; specifically relates to KCC 6-4-2:V:Trees. The developer may enter into a contract with a builder and require them to be responsible for the tree at time of building permit. The agreement is between the builder and developer.

**1.6: Park Amenities:**

**Applicant's Request:**

Vacate the playground equipment, picnic table and concrete pad requirements.

**Approved 2009 Conditions of Approval:**

Page 35 of 45: §1.3.10.1: Designated Landscaped Areas;

*3.10.1.5: "The developer shall provide playground equipment similar to the illustration provided in the landscape plans dated 8/31/10. Designed by Thomas South of South Landscape Architecture, P.C., for the park site located on Lot 17 Block 3."*



3.10.1.6: *"The developer shall provide picnic tables on a concrete pad to be located on Lot 17 Block 3 according to the illustration provided in the landscape plans dated 8/31/10, designed by Thomas South of South Landscape Architecture, P.C."*

Page 40 of 45: §J.1. Final Plat and Final Conceptual Plan

14: *"Site Amenities: The Controller shall provide a park area on Lot 17 Block 3 to include City approved tot lot playground equipment and picnic tables located on a cement slab."*

**Staff Comments:**

These amenities were proposed as part of the application submittal by the original developer. Staff recommends denial of the proposed amendment regarding the playground equipment and picnic tables; however has no comment on the requirement for a concrete pad and seeks direction from to the Council.

**1.7: Existing Structures:**

**Applicant's Request:** Vacate this requirement.

**Approved 2009 Conditions of Approval:**

Page 37 of 45: §I.3.: General Requirements

3.18.7: *"Environmental: If underground storage tanks, underground utilities, wells or septic systems are discovered during construction, they shall be decommissioned then removed or abandoned in accordance with federal, state and local agency requirements. This site's single-family residential structure shall be removed along with supporting infrastructure, e.g. driveways, septic system, well, accessory dwellings prior to finalization of the first phase."*

**Staff Comment:**

Historically, all existing and abandoned infrastructure is to be removed before finalization of the first phase. The existing structures are abandoned; the home is falling apart, windows are broken and some boarded up, and the site is abounding with an overgrowth of weeds. Staff would recommend as part of Phase 1's development, the original requirement for the removal of existing infrastructure related to the single-family home still be upheld; however, recommends the language be amended to state the single-family dwelling shall be removed at time of second phase.

**H. Exhibits**

Exhibit 1	Staff Report
Exhibit 2	Commission and Council Review Application
Exhibit 3	Letter of Intent
Exhibit 4	Vicinity & Aerial Map
Exhibit 5	City Council Findings of Fact, Conclusions of Law Amendment
Exhibit 6	Boise-Kuna Irrigation District, Lauren Boehlke
Exhibit 7	City Engineer Comments, Gordon Law
Exhibit 8	Preliminary Plat (PP-1)
Exhibit 9	Landscape Plan (L-0 through L-5)
Exhibit 10	Fire District Comments, Jon Tillman

**I. Applicable Legal Standards**

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



**J. Findings of Fact**

Based on the evidence contained in File #10-03-S/10-08-DR Amendment:

- The Kuna City Council finds that File #10-03-S/10-08-DR Amendment complies with Kuna City code.
- The Kuna City Council finds that File #10-03-S/10-08-DR Amendment complies with the Kuna Comprehensive Plan.
- The City Council finds the proposed amendments are consistent with the goals and objectives enumerated in the City's Comprehensive Plan update with respect to zoning and subdivision activity.
- The City council finds this amendment action guides the appropriate use or development of land as a means to promote the public health, safety, morals and general welfare.

**K. Conclusions of Law**

- The proposed amendments are harmonious with the City's recently updated Comprehensive Land Use Plan.
- The proposed amendments will advance the public health, safety and welfare by further distinguishing and clarifying the role and purposes of the City's zoning districts.

**L. Order of Decision**

Based on the facts outlined in the staff report, public testimony and the supporting evidence the City Council approved the applicant's request for an amendment to the signed Conditions of Approval in relation to the approved design review and preliminary plat for Deserthawk Subdivision with the following conditions:

1. All previously approved conditions for Deserthawk Subdivision are still valid unless otherwise reflected in this report.
2. Vacate the requirement for a 3-foot offset of parallel perimeter fencing every 250-feet.
3. Reduce the 8-foot wide detached sidewalk section along Ten Mile Road to 5foot in compliance to ACHD's recommendations.
4. Vacate the requirement to construct West Sahara Drive beyond the Phase 1 boundary to Ten Mile Road.
5. Vacate the requirement to increase the Ten Mile Road right-of-way from 48 feet to 52 feet.
6. Provide that the tree requirement to place a tree on each subdivision lot become a requirement of the builder securing a building permit.
7. Vacate the playground equipment; however, still uphold the picnic table with concrete pad requirement.
8. Remove the language regarding the removal of the existing single-family home, septic system, well, driveway and accessory structures before finalization of Phase 1; encouraging the Fire District to remove as part a training exercise.

*Greg Nelson*  
 W. GREG NELSON, MAYOR  
 KUNA CITY

ATTEST

*Brenda Bingham*  
 BRENDA BINGHAM, CITY CLERK  
 KUNA CITY



EXHIBIT 1  
CC FoF, CL

File No. 10-03-S/10-08-DR Amendment  
Deserthawk Subdivision

Page 8 of 8  
11/08/12





**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.kunacity.id.gov](http://www.kunacity.id.gov)  
**Phone :** (208) 287-1727  
**Email :** pstevens@kunaid.gov

Paul A. Stevens, P.E.  
 Kuna City Engineer

## MEMORANDUM

**To:** Wendy Howell – Director of Planning and Zoning  
**From:** Bob Bachman - Public Works Director  
 Michael L. Borzick – GIS Manager/ Plan Review  
 Paul A. Stevens P.E. – City Engineer  
**RE:** Final Plat – **Deserthawk 3 Subdivision**  
**Date:** March 28, 2018

The Public Works Staff has reviewed the Deserthawk 3 Final Plat and recommends proceeding with the approval(s) and addressing any issues and conditions listed below during plan review. Public Works provides the following comments:

### 1. Record Drawings

- a. This projects' Record Drawings (As-builts) have been properly archived in the City's Map Room and digitally archived.
- b. For assistance in understanding issues associated with the Record Drawings, please contact the GIS Manager at 208-287-1726

### 2. Water Rights

- a) Water Rights have been annexed at the request of the owner/developer per Ord 2017-18.
- b) For further assistance in understanding issues associated with said Water Rights, Assessment(s), Ordinance(s) or the request to Annex, please contact the GIS Manager at 208-287-1726.

### 3. Final Plat

- a) The applicant's Final Plat adheres to the Preliminary Plat, Approved Construction Drawings, appropriate easements, and rights-of-way.
- b) For assistance in understanding issues associated with the Final Plat and related details, please contact the City Engineer at 208-287-1727

### 4. Public Works Inspection Fees and Plan Review Fees

- a) The inspection fees and/or the plan review fees have been paid on this project in full and there is no need to reserve bond nor any other holdings.
  - a. Sewer Inspection Fee - \$1,329.00
  - b. Water Inspection Fee - \$1,901.00
  - c. PI Inspection Fee - \$2,273.00
  - d. Record Drawing - \$200.00
  - e. Plan Review Fee - \$570.00

At this time, the Public Works Staff affirm that they see no need to hold off on the approval of the Deserthawk 3 Subdivision. The Final Plat will be signed by the City Engineer upon completion of the listed items. If we may be of further assistance, please contact me at 208-287-1727.

Sincerely,

*Paul A. Stevens, P.E.*

Paul A. Stevens, P.E.  
 Kuna City Engineer

**RESOLUTION NO. R26-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, IDAHO:**

- **MAKING CERTAIN FINDINGS;**
- **ADOPTION OF THE CAPITAL IMPROVEMENTS PLAN;**
- **DIRECTING THE CITY CLERK;**
- **SETTING AN EFFECTIVE DATE.**

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

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1** The Kuna Rural Fire District's (the "Fire District") duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 1.2** The Fire District's boundaries include all areas within the City limits of the City of Kuna ("City") and areas surrounding the City, and the Fire District provides fire and emergency services within the City; and
- 1.3** The City is experiencing and is affected by considerable growth and development; and
- 1.4** The *Idaho Development Impact Fee Act* (the "Act") codified at Chapter 82 of Title 67 Idaho Code provides for:
  - the imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and
  - the promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
  - minimum standards for the adoption of development impact fees ordinances by governmental entities which are authorized to adopt ordinances; and
  - The contents of a capital improvements plan and the process to be followed for the adoption of a capital improvements plan.

- 1.5 The City of Kuna is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 1.6 The Act provides at Idaho Code Section 67-8204A, that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 1.7 Idaho Code Section 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.8 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code Section 67-8205, the Joint Advisory Committee consisting of six members of the local community active in development, banking, real estate, insurance, and local commerce; and
- 1.9 On July 12, 2017, the Fire District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 1.10 On November 8, 2017, Galena Consulting submitted to the Board of Commissioners of the Fire District a draft Impact Fee Study and Capital Improvements Plan prepared in accordance with the requirements of I.C. § 67-8208 in consultation with the Joint Advisory Committee as provided in I.C. §§ 67-8205 and 67-8206(2) and which Capital Improvements Plan:
  - Adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects a 70% increase in the population of the Fire District between 2017 and 2026; and
  - Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
  - Projects an increase in Service Units within the boundaries of the District of 5,423 dwelling units and 1,200,717 square feet of nonresidential development over the next ten (10) years; and

- Projects that new growth within the City will require the Fire District to invest in System Improvements to its facilities to maintain its current level of service in the City; and
  - Projects that tax revenues alone will not be sufficient to allow the Fire District to acquire the necessary System Improvements to serve new growth; and
  - Projects that 90% of growth within the boundaries of the District will be residential development and 10% will be nonresidential development; and
  - Based on these projections, the Capital Improvements Plan calculates that an impact fee in the amount of \$701 for each dwelling unit and \$0.35 for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the District will acquire to serve new growth; and
- 1.11** On December 13, 2017, the Board of Commissioners of the Fire District approved the form and content of the Capital Improvements Plan and authorized Galena Consulting to present the Capital Improvements Plan to the City Council; and
- 1.12** On January 16, 2018, Galena Consulting presented the Capital Improvements Plan to the City Council; and
- 1.13** Prior to the adoption of the Capital Improvements Plan, the Fire District Board of Commissioners and the City Council, in accordance with Idaho Code Section 67-8206(3), have each published notice and the Fire District held a public hearing on the 14<sup>th</sup> day of March, 2018, and the City Council held its public hearing on the 20<sup>th</sup> day of March, 2018; and
- 1.14** The Capital Improvements Plan contains all the necessary contents as of a capital improvements plan as provided in the Act by Idaho Code Section 67-8208; and
- 1.15** The Fire District has concluded all the process for the adoption of the Capital Improvements Plan as required in the Act by Idaho Code Sections 67-8205 and 67-8206 (3) and adopted by Resolution No. 2018-04 the Capital Improvements Plan on March 14, 2018; and
- 1.16** It is in the best interests of the City and its patrons that the City Council adopt the Capital Improvements Plan.

## **Section 2: Action of adoption of the Capital Improvements Plan.**

- 2.1** The City Council does hereby adopt the Capital Improvements Plan and the Mayor and the Clerk of this City are hereby authorized, as the agents of this City, to execute the

Capital Improvements Plan, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein.

**Section 3: Direction to City Clerk.**

3.1 The City Clerk is hereby directed to retain this resolution in the official records of the City and to provide a certified copy of this resolution to the District Secretary of the Kuna Rural Fire Department, and provide a copy to the City’s attorney.

**Section 4: Effective Date.**

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

**PASSED BY THE CITY COUNCIL** of the City of Kuna, Ada County, State of Idaho, this 3<sup>rd</sup> day of April, 2018.

\_\_\_\_\_  
Joe Stear, *Mayor*

\_\_\_\_\_  
Briana Buban-Vonder Haar, *Council President*

\_\_\_\_\_  
Richard Cardoza, *Council Member*

\_\_\_\_\_  
Warren Christensen, *Council Member*

\_\_\_\_\_  
Greg McPherson, *Council Member*

**ATTEST:**

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



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FINAL REPORT

January 10, 2018

Kuna Rural Fire District  
Impact Fee Study and  
Capital Improvement Plan

Prepared By

Galena Consulting  
Anne Wescott  
1925 North Montclair Drive  
Boise, ID 83702



## Section I. Introduction

This report regarding impact fees for the Kuna Rural Fire District is organized into the following sections:

- An overview of the report's background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

### Background and Objectives

The Kuna Rural Fire District hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the District's demographic data and infrastructure costs before credit adjustment; calculates the District's monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

### Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as "... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development."<sup>1</sup>

Purpose of impact fees. The Impact Fee Act includes the legislative finding that "... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho."<sup>2</sup>

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.<sup>3</sup> Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;<sup>4</sup>
- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;<sup>5</sup>
- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;<sup>6</sup>
- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.<sup>7</sup>

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);<sup>8</sup>
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;<sup>9</sup>
- Identification of the growth-related portion of the District's Capital Improvement Plan;<sup>10</sup>
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;<sup>11</sup>
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;<sup>12</sup>
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;<sup>13</sup> and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.<sup>14</sup>

How should fees be calculated? State law requires the District to implement the Capital Improvement Plan methodology to calculate impact fees. The District can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the District to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.<sup>15</sup> Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.<sup>17</sup> Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a “proportionate share” of the cost of public facilities to serve that new growth. “Proportionate share” is defined as “. . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project.”<sup>19</sup> Practically, this concept requires the District to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are “earmarked” to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be “reasonable and fair.” Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the District to growth-related system improvements; and
- All other available sources of funding such system improvements.<sup>20</sup>

Through data analysis and interviews with the District and Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2017 to 2026. This is consistent with the Impact Fee Act.<sup>21</sup> Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is “a standard measure of consumption, use, generation or discharge attributable to an individual unit<sup>22</sup> of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement.”<sup>23</sup> The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.<sup>24</sup>
- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a “conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.”<sup>25</sup> In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

#### Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to “. . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years.”<sup>26</sup> The impact fee study team recommends a 10-year time period based on the District’s best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.<sup>27</sup> Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.<sup>28</sup> The total cost of improvements over the 10 years is referred to as the “CIP Value” throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the District includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the District to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

## Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the District?** This includes the number of residents as well as residential and nonresidential land uses.
2. **What is the current level of service provided by the District?** Since an important purpose of impact fees is to help the District *achieve* its planned level of service<sup>29</sup>, it is necessary to know the levels of service it is currently providing to the community.
3. **What current assets allow the District to provide this level of service?** This provides a current inventory of assets used by the District, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the District's current assets.
4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the District's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the District?** How many new residential households and nonresidential square footage will the District serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how many stations will be needed by the Kuna Rural Fire District Fire Department within the next ten years to achieve the planned level of service of the District?<sup>30</sup>
7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the District. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the District. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

## "GRUM" Analysis

In the District, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the District invests in capital projects, the study team conducted a "GRUM" analysis on all projects listed in each CIP:

- Growth. The “G” in GRUM stands for growth. To determine if a project is solely related to growth, we ask “Is this project designed to maintain the current level of service as growth occurs?” and “Would the District still need this capital project if it weren’t growing at all?” “G” projects are only necessary to maintain the District’s current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.
- Repair & Replacement. The “R” in GRUM stands for repair and replacement. We ask, “Is this project related only to fixing existing infrastructure?” and “Would the District still need it if it weren’t growing at all?” “R” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- Upgrade. The “U” in GRUM stands for upgrade. We ask, “Would this project improve the District’s current level of service?” and “Would the District still do it even if it weren’t growing at all?” “U” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- Mixed. The “M” in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. “M” projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be “mixed,” with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The District will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section VI of this report.

Exhibits found in Section III of this report detail all capital improvements planned for purchase over the next ten years by the District.

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<sup>1</sup> See Section 67-8203(9), Idaho Code. “System improvements” are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. See Sections 67-8203(3), (24) and (28), Idaho Code.

<sup>2</sup> See Section 67-8202, Idaho Code.

<sup>3</sup> As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of “rough proportionality.” Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. See *Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. District of Tigar*, 512 U.S. 374 (1994).

<sup>4</sup>

See Sections 67-8202(4) and 67-8203(29), Idaho Code.

<sup>5</sup> See Section 67-8210(4), Idaho Code.

<sup>6</sup> See Sections 67-8204(1) and 67-8207, Idaho Code.

<sup>7</sup> See Section 67-8210(1), Idaho Code

<sup>8</sup> See Section 67-8205, Idaho Code.

<sup>9</sup> See Section 67-8206(2), Idaho Code.

<sup>10</sup> See Section 67-8208, Idaho Code.

<sup>11</sup> See Section 67-8207, Idaho Code.

<sup>12</sup> See Sections 67-8209 and 67-8210, Idaho Code.

<sup>13</sup> See Section 67-8208, Idaho Code.

<sup>14</sup> See Sections 67-8204 and 67-8206, Idaho Code.

<sup>15</sup> As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the District's current level of service by quantifying the District's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

<sup>17</sup> See Section 67-8208, Idaho Code.

<sup>19</sup> See Section 67-8203(23), Idaho Code.

<sup>20</sup> See Section 67-8207, Idaho Code.

<sup>21</sup> The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. See Sections 67-8204(16), 67-8208(1(f) and 67-8208(1)(g), Idaho Code.

<sup>22</sup> See Section 67-8203(27), Idaho Code.

<sup>23</sup> See Section 67-8203(27), Idaho Code.

<sup>24</sup> The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

<sup>25</sup> See Section 67-8208(1)(e), Idaho Code.

<sup>26</sup> See Section 67-8208(1)(h).

<sup>27</sup> This assumes the planned levels of service do not exceed the current levels of service.

<sup>28</sup> The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. See Sections 67-8203(28) and 50-1703, Idaho Code.

<sup>29</sup> This assumes that the planned level of service does not exceed the current level of service.

<sup>30</sup> This assumes the planned level of service does not exceed the current level of service.

## Section II. Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2017 through 2026 for the District. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Kuna, regional real estate market reports, interviews with developers and recommendations from District Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the District's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The District serves the population of the City of Kuna, as well as portions of unincorporated Ada and Canyon Counties. As the following map indicates, the District's service area borders the Whitney Fire District to the east; Meridian Fire District to the north; and the Nampa Fire District to the west.

The following Exhibit II-1 presents the current and estimated future population for the District.

### **Exhibit II-1.**

#### **Current and Future Population within the boundaries of the Kuna Rural Fire District**

	2017	2026	Net Increase	Percent Increase
Population	24,789	42,141	17,352	70%

The District currently has approximately 24,789 persons residing within its service boundary. Current and future population estimates were derived by isolating the population within each Transportation Analysis Zone (TAZ) within the District's boundaries according to current COMPASS data. This data was compared to current population estimates from the City of Kuna, which is within the Fire District boundaries.

Over the next ten years, COMPASS models indicate the District to grow by approximately 17,352 people, or at an annual growth rate of 7 percent. While this growth rate seems high compared to the rates currently being experienced by Boise, Nampa and Caldwell, the cities of Eagle and Meridian grew at an annual rate of 8-11% between 2000-2016.

Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the District.

**Exhibit II-2.**  
**Current and Future Land Uses, Kuna Rural Fire District**

	2017	2026	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	24,789	42,141	17,352		
Residential (in units)	7,747	13,169	5,423	10,845,188	90%
Nonresidential (in square feet)	774,656	1,975,373	1,200,717	1,200,717	10%
Total				12,045,905	100%

As shown above, the Kuna Rural Fire District is expected to grow by approximately 5,423 residential units and 1,200,717 nonresidential square feet over the next ten years. Ninety percent of this growth is attributable to residential land uses, while the remaining ten percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the District.

A recent study prepared by the Kuna School District estimated at least 4,000 new residential units being built in the area over the next 10 years. However, the City of Kuna reports approximately 3,200 new residential units already platted or in process, and a recent survey by the Idaho Business Review indicated at least 5,600 units were planned or in process. Due to the strong building environment and availability of land, we are using a 7% annual growth rate for the purpose of this study.

Non-residential development (office, retail and industrial) is harder to predict. Generally, “retail follows rooftops” but it is unclear how quickly this development will occur over the next ten years. Other areas in the Treasure Valley have approximately 300 square feet of non-residential development per residential household. As Kuna is primarily a residential community, we estimated only 100 square feet of non-residential development per current households, increasing to only 150 square feet of non-residential development per household over 10 years of residential development.

## Section III. Impact Fee Calculation

In this section, we calculate impact fees for the Kuna Rural Fire District according to the seven - question method outlined in Section I of this report.

### 1. Who is currently served by the Kuna Rural Fire District?

As shown in Exhibit II-2, the District currently serves 7,747 residential units and approximately 774,656 square feet of nonresidential land use.

### 2. What is the current level of service provided by the Kuna Rural Fire District?

The Kuna Rural Fire District provides a level of service of a 90 percent fractile response time of between 4 minutes (in the urban area) to 6 minutes (in the rural portions of the District). As the population of the District grows, additional infrastructure and equipment will be needed to sustain this level of service. Based on conversations with District staff, it is our understanding that the planned level of service is equal to the current level of service.

### 3. What current assets allow the Kuna Rural Fire District to provide this level of service?

The following Exhibit III-1 displays the current assets of the Kuna Rural Fire District.

Exhibit III-1.

Current Assets – Kuna Rural Fire District

Type of Capital Asset	Replacement Value
<b>Facilities</b>	
Station #1	\$ 2,800,000
Station #2 - unstaffed	\$ 1,400,000
<b>Apparatus/Vehicles</b>	
2015 Pierce Engine	\$ 600,000
1993 Pierce Engine	\$ 600,000
Water Tender	\$ 250,000
2001 Brush Truck	\$ 340,000
2003 Brush Truck	\$ 340,000
2016 Ambulance	\$ 185,000
2012 Ambulance	\$ 185,000
2001 Ambulance	\$ 185,000
<b>Equipment</b>	
22 SCBAs	\$ 255,000
SCBA Compressor and Charging Station	\$ 60,000
<b>Total Assets</b>	<b>\$ 7,200,000</b>
<b>Plus Cost of Fee-Related Research</b>	
Impact Fee Study	\$ 6,000
<b>Grand Total</b>	<b>\$ 7,206,000</b>

As shown above, the District currently owns approximately \$7.2 million of eligible current assets. These assets are used to provide the District's current level of service.

#### 4. What is the current investment per residential unit and nonresidential square foot?

The Kuna Rural Fire District has already invested \$886 per residential unit and \$0.44 per nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the District's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future District residents will be paying for infrastructure at a level commensurate with what existing District residents have invested in infrastructure.

#### 5. What future growth is expected in the Kuna Rural Fire District?

As shown in Exhibit II-2, the Kuna Rural Fire District is expected to grow by approximately 5,423 residential units and 1.2 million square feet of nonresidential land use over the next ten years.

#### 6. What new infrastructure is required to serve future growth?

The following Exhibit III-2 displays the capital improvements planned for purchase by the Kuna Rural Fire District over the next ten years.

Exhibit III-2.  
Kuna Rural Fire District CIP 2018 to 2027

Type of Capital Infrastructure	CIP Value	Growth times	Portion equals	Amount to Include in Fees	Amount from Other Sources
<b>Facilities</b>					
Station #2	\$3,180,000	100%		\$3,180,000	\$0
Remodel and Expand Station #1	\$500,000	50%		\$250,000	\$250,000
<b>Vehicles</b>					
Ladder Truck for Station #2	\$1,200,000	50%		\$600,000	\$600,000
Additional Ambulance for Station #2	\$185,000	100%		\$185,000	\$0
Replace 2 Engines	\$1,200,000	0%		\$0	\$1,200,000
Replace 2 Brush Trucks	\$680,000	0%		\$0	\$680,000
Replace 3 Ambulances	\$555,000	0%		\$0	\$555,000
<b>Equipment</b>					
SCBAs - scheduled replacement	\$255,000	0%		\$0	\$255,000
Cardiac Monitors - scheduled replacement	\$100,000	0%		\$0	\$100,000
Mobile Radios - scheduled replacement	\$112,500	0%		\$0	\$112,500
Portable Radios - scheduled replacement	\$240,000	0%		\$0	\$240,000
<b>Total Infrastructure</b>	<b>\$8,207,500</b>			<b>\$4,215,000</b>	<b>\$3,992,500</b>
<b>Plus Cost of Fee-Related Research</b>					
Impact Fee Study	\$6,000	100%		\$6,000	
<b>Grand Total</b>	<b>\$8,213,500</b>			<b>\$4,221,000</b>	

As shown above, the District plans to purchase approximately \$8.2 million in capital improvements over the next ten years, \$4.2 million of which is impact fee eligible. These new assets will allow the District to achieve its planned level of service in the future. The acquisition of a ladder truck is partially necessitated by growth due to increasing height of development. This acquisition will improve the District's ISO rating which should positively impact the insurance premiums of property owners in the District. The commencement and completion dates for the District's growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining \$4.0 million is the price for the District to replace existing apparatus, vehicles and other equipment; and for the non-growth-related portion of the expansion of Station #1 and the ladder truck for Station #2. Replacement of existing capital and non-growth-related capital are not eligible for inclusion in the impact fee calculations. The District will therefore have to use other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h).

### 7. What impact fee is required to pay for the new capital improvements?

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Kuna Rural Fire District.

Exhibit III-3.

DRAFT Impact Fee Calculation, Kuna Rural Fire District

Amount to Include in Impact Fee Calculation	\$4,221,000
Percentage of Future Growth	
Residential	90%
Non Residential	10%
Amount Attributable to Future Growth	
Residential	\$ 3,800,257
Non Residential	\$ 420,743
Future Growth 2017-2026	
Residential (per unit)	5,423
Non Residential (per square foot)	1,200,717
Impact Fee	
Residential (per unit)	\$ 701
Non Residential (per square foot)	\$ 0.35

As shown above, we have calculated impact fees for the Kuna Rural Fire District at \$701 per residential unit and \$0.35 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the District have already invested \$886 per residential unit and \$0.44 per nonresidential square foot in the capital inventory necessary to provide today's level of service. The difference between the current investment and the impact fee per unit indicates current taxpayers have already built in some "capacity" for future development.

The District cannot assess fees greater than the amounts shown above. The District may assess fees lower than these amounts, but would then experience a decline in service levels unless the District used other revenues to make up the difference.

Because not all the capital improvements listed in the CIP are 100 percent growth-related, the District would assume the responsibility of paying for those portions of the capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

To arrive at this participation amount, the expected impact fee revenue needs to be subtracted from the total CIP value. Exhibit IV-3 divides the District's participation amount into two categories: the portion of purely non-growth-related improvements, and the portion of growth-related improvements that are attributable to repair, replacement, or upgrade, but are not impact fee eligible.

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The District can choose not to fund these capital improvements (although this could result in a decrease in the level of service if the deferred repairs or replacements were urgent). However, the non-growth-related portion of improvements that are impact fee eligible *must* be funded in order to maintain the integrity of the impact fee program.

Exhibit III-4.

Kuna Rural Fire District Participation Summary,  
2018-2027

	Required	Discretionary	Total
Fire	\$ 850,000	\$ 3,142,500	\$ 3,992,500

The total amount the District would be *required* to contribute over 10 years, should the District adopt fees at the calculated amount, is \$850,000 for the non-growth portion of the expansion to Station #1 and the non-growth portion of the ladder truck. The District could also choose to fund the discretionary infrastructure of \$3.1 million for apparatus and equipment replacement. While District has the option to fund these capital improvements over the 10-year period, these payments are not required.

## Section IV. Fee Analysis and Administrative Recommendations

A comparison of the calculated Fire impact fee to similar fees to that being assessed by Meridian, Nampa, Caldwell and Boise, as well as being considered by the Kuna Rural Fire District is provided in Exhibit IV-1:

Exhibit IV-1.  
DRAFT Impact Fee Comparison - Fire

	<u>Kuna Fire DRAFT</u>	<u>Star Fire DRAFT</u>	<u>Middleton Fire District</u>	<u>Eagle Fire Dist</u>	<u>City of Meridian</u>	<u>City of Caldwell</u>	<u>City of Boise</u>	<u>City of Nampa</u>
Fire								
per Residential Unit	\$ 701	\$ 794	\$ -	\$ -	\$ 551	\$ 517	\$ 511	\$ 185
per Non-Residential sf	\$ 0.35	\$ 0.38	\$ -	\$ -	\$ 0.29	\$ 0.10	\$ 0.27	\$ 0.12

The calculated impact fee for the Kuna Rural Fire District is higher than those currently being assessed by municipal fire departments in the valley for several reasons. First, these fire departments have been in service decades longer than the Kuna Rural Fire District, and have created capacity in their capital facilities and other assets with which to provide service to new growth. Second, growth in these areas has begun to become more dense and urban, which does not necessitate new stations being built to serve new growth as there are stations already appropriately located to serve this growth. Finally, these cities have cost sharing agreements with their corresponding fire districts and can offset some of their capital costs with their district contributions.

The Star Fire Protection District is currently pursuing the collection of the fire fee shown above. The Middleton and Eagle Fire Districts are currently in the process of developing their own impact fee analysis for adopting fire impact fees. The Nampa, Caldwell, Meridian, Whitney and North Ada County Fire Districts have signified their intent to study the adoption of impact fees as well.

Each of the comparison cities also assesses parks impact fees. A comparison of the calculated Fire impact fee and the City of Kuna's parks fee to fire and parks fees of these other jurisdictions is provided in Exhibit IV-2:

Exhibit IV-2.  
DRAFT Impact Fee Comparison – Fire and Parks

	<u>Kuna Fire DRAFT</u>	<u>Star Fire DRAFT</u>	<u>Middleton Districts</u>	<u>Eagle Fire Dist</u>	<u>City of Meridian</u>	<u>City of Caldwell</u>	<u>City of Boise</u>	<u>City of Nampa</u>
<b>Fire</b>								
per Residential Unit	\$ 701	\$ 794	\$ -	\$ -	\$ 551	\$ 517	\$ 511	\$ 185
per Non-Residential sf	\$ 0.35	\$ 0.38	\$ -	\$ -	\$ 0.29	\$ 0.10	\$ 0.27	\$ 0.12
<b>Parks</b>								
per residential unit	\$ 983	\$ 2,050	\$ 1,485	\$ 1,333	\$ 1,081	\$ 805	\$ 1,390	\$ 1,242
<b>TOTAL</b>								
per Residential Unit	\$ 1,684	\$ 2,844	\$ 1,485	\$ 1,333	\$ 1,768	\$ 1,419	\$ 2,138	\$ 1,426
per Non-Residential sf	\$ 0.35	\$ 0.38	\$ -	\$ -	\$ 0.36	\$ 0.12 ^	\$ 0.47	\$ 0.12
	also ACHD fees	also ACHD fees		also ACHD fees	also Police and ACHD fees	also Police fees and street exactions	also Police and ACHD fees	also Police and Streets fees

The cities of Meridian, Nampa, Caldwell and Boise also collect Police fees. All of the cities within Ada County collect streets impact fees for the Ada County Highway District. Nampa collects streets impact fees and Caldwell recovers the capital cost for new streets from developer exactions. The actual total impact fee a development will pay around the valley depends on the jurisdiction and the size of the development.

Some communities express concern that impact fees will stifle growth. Empirical data indicates this is not the case. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

On the positive side, an impact fee program will enable the District to plan for growth without decreasing its service levels (response time), which can decrease buyer satisfaction and cause property insurance premiums to increase. It will also allow the District to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

At the recommendation of the Development Impact Fee Advisory Committee, the Commission may wish to incorporate into its enacting resolution means for a development to seek an exemption from impact fees when it can be proven that this development will contribute significant benefits to the taxpayers of the District. This issue is discussed in more detail in the following section.

## Implementation Recommendations

The following implementation recommendations should be considered:

**Intergovernmental Agreements.** The Kuna Rural Fire District is enabled under Idaho Code as a governmental entity to adopt impact fees. However, because impact fees are paid upon building permit, and the District does not participate in this process, it needs another governmental entity to collect these fees on its behalf. Idaho Code 67-8204(a) authorizes the District to enter into an intergovernmental agreement with a city or county which can collect fire fees on their behalf. In the case of this District, which includes one municipality and two counties, three intergovernmental agreements for the collection of Fire District impact fees would have to be developed and adopted by the corresponding bodies.

Fire impact fees would be assessed on new developments by the appropriate building department and then distributed to the District on an agreed-upon schedule. It is customary for the District to pay a small administrative fee to the collecting entity for this service.

Although Ada County collects impact fees for the City of Boise and the Ada County Highway District, it does not currently collect fire fees for any jurisdiction within its boundaries. Canyon County does not currently collect impact fees for any jurisdictions within its boundaries. No cities in Ada or Canyon County currently collect fire impact fees for any fire district.

Pursuant to an ongoing effort to educate elected officials on the impacts of growth to various jurisdictions, fire chiefs around the valley have determined that the two county commissions and various municipalities may be prepared to consider collecting on the behalf of growth-related fire capital needs. If the Kuna Rural Fire District chooses to pursue fire impact fees, the Chief would join Galena Consulting and other fire agencies in a broad discussion about how to execute the required intergovernmental agreements.

**Capital Improvements Plan.** The District should formally adopt this Capital Improvement Plan. While not subject to the procedures of the Local Land Use Planning Act (LLUPA), the adoption of the Capital Improvement Plan would comply with the Act's requirements of other governmental entities to adopt capital improvement plans into a Comprehensive Plan as part of the adoption of impact fees.

**Impact Fee Ordinance.** Following adoption of the Capital Improvement Plan, the Commission should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

**Advisory Committee.** The Advisory Committee is in a unique position to work with and advise Commission and District staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

**Impact fee service area.** Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the District assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the District receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the District's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the District will either credit the donor or reimburse the donor for that portion of the impact fee.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.<sup>37</sup> This prevents "double dipping" by the District.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the District aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.<sup>38</sup>

Impact fee accounting. The District should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The District should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected to *partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The District is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the District invests in additional infrastructure beyond what is listed in this report, and/or as the District's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

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<sup>37</sup> See Section 67-8209(3), Idaho Code.

<sup>38</sup> See Section 67-8209(4), Idaho Code

**ORDINANCE NO. 2018-14  
CITY OF KUNA, IDAHO**

**AN ORDINANCE AMENDING TITLE 12 OF THE KUNA CITY CODE BY ADDING A NEW CHAPTER 2 PROVIDING FOR:**

- **FIRE DISTRICT DEVELOPMENT IMPACT FEES;**
- **APPLICABILITY, FINDINGS AND PURPOSE;**
- **DEFINITIONS;**
- **IMPOSITION OF FIRE DISTRICT IMPACT FEE;**
- **COLLECTION OF FIRE DISTRICT IMPACT FEES;**
- **EXEMPTIONS;**
- **PROCESS FOR INDIVIDUAL ASSESSMENT;**
- **DEVELOPER CREDITS AND REIMBURSEMENTS;**
- **METHODOLOGY FOR CALCULATION OF FIRE DISTRICT IMPACT FEES;**
- **EXTRAORDINARY IMPACTS;**
- **FEE PAYER REFUNDS;**
- **ESTABLISHMENT BY THE FIRE DISTRICT OF AN IMPACT FEE TRUST FUND AND ACCOUNTS;**
- **USE AND EXPENDITURE OF FIRE DISTRICT IMPACT FEES;**
- **APPEALS, PROTEST AND MEDIATION;**
- **PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN;**
- **A REPORT AS A PART OF THE FIRE DISTRICT ANNUAL AUDIT;**
- **THE JOINT DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE;**
- **ENFORCEMENT AND COLLECTION;**
- **THE CITY AND FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT;**
- **MISCELLANEOUS PROVISIONS;**
- **PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE;**
- **CONSTRUCTION OF ORDINANCE INTENT; and**
- **PROVIDING AN EFFECTIVE DATE AND PUBLICATION.**

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

**Section 1:** That Title 12 of the Kuna City Code be and the same is hereby amended by the addition thereto of a new Chapter 2 to read as follows:

**CHAPTER 2 - FIRE DISTRICT DEVELOPMENT IMPACT FEES**

**12-2-1: - SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE:**

- A. *Short title.* This chapter shall be known and may be cited as the *Kuna Rural Fire District Development Impact Fee Ordinance.*

- B. *Authority.* This ordinance is enacted pursuant to the City's general police powers, its authority to enact ordinances, and its authority as provided by the *Idaho Development Impact Fee Act* codified at Chapter 82 of Title 67, Idaho Code (the “Act”) and other applicable laws of the state of Idaho to impose development impact fees; and the City’s and the District’s Authority to enter into an Intergovernmental Agreement as provided for in IC § 67-8204A to impose, collect and expend development impact fees.
- C. *Applicability.* Except as otherwise exempted in section 12-2-3, these provisions shall apply to the Development of property located within the boundaries of the City of Kuna, Idaho.
- D. *Findings:*
1. The Kuna Rural Fire District, (the “District”) is a fire district organized and existing by virtue of the Fire Protection District Law Chapter 14 of Title 31, Idaho Code, and its boundaries include all areas within the City limits of the City and areas surrounding the City; and
  2. The District’s duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
  3. The City is experiencing considerable growth and Development; and
  4. The purposes of the Act [IC § 67-8202] are as follows:
    - Ensure that adequate public facilities are available to serve new growth and Development;
    - Promote orderly growth and Development by establishing uniform standards by which local governments, such as the City and the District, may require those who benefit from new growth and Development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and Development; and
    - Establish minimum standards for adoption of development impact fee ordinances by cities; and
    - Ensure that those who benefit from new growth and Development are required to pay no more than their proportionate share of the cost of public facilities needed to serve that new growth and Development and to prevent duplicate and ad hoc development requirements; and
    - To empower cities to adopt ordinances to impose development impact fees.
  5. *The Act:*
    - does not authorize the District to enact a development impact fee ordinance; and
    - does provide, pursuant to IC § 67-8204A, in circumstances where the City and the District are both affected by the considerable growth and Development as is occurring within the City, that the City and the District may enter into the

Intergovernmental Agreement for the purpose of agreeing to collect and expend development impact fees for System Improvements which provides for a new funding mechanism for those System Improvements Costs incurred by the District to meet the demand and growth occurring within the City and which promotes and accommodates orderly growth and development and protects the public health, safety and general welfare of the residences within the boundaries of the City.

6. New residential growth within the City imposes and will impose increasing and excessive demands upon the existing District Capital Facilities.
7. The tax revenues generated from new residential Development within the City often do not generate sufficient funds to provide the necessary improvements and expansion of existing District Capital Facilities to accommodate for that new growth.
8. New growth within the City is expected to continue, and will place ever-increasing demands on the District to provide and expand the District's Capital Facilities to serve that new growth.
9. Section 67-8204A of the Act authorizes the City to adopt an impact fee system and to enter into the Intergovernmental Agreement with the District to offset, recoup, or reimburse the portion of the costs of needed improvements to the District Capital Facilities caused by new growth and Development in the City.
10. The creation of an equitable impact fee system facilitated by the Intergovernmental Agreement with the District, will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate District Capital Facilities are available to serve new growth and Development; (b) promote orderly growth and Development by establishing uniform standards by which the City may require that those who benefit from new growth and Development pay a proportionate share of the cost of new District Capital Facilities needed to serve new growth and Development in the City; (c) establish minimum standards for the adoption of Fire District Impact Fees; (d) ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of District Capital Facilities needed to serve new growth and Development in the City; and (e) prevent duplicate and ad hoc Development requirements in the City.
11. The City and the District have formed the Joint Advisory Committee as required by IC § 67-8205, and the Committee has performed the duties required of it pursuant to IC §§ 67-8205 and 67-8206(2). The City and the District intend that the Committee will continue to exist and perform those duties identified in IC § 67-8205 that occur following the adoption of this *Kuna Rural Fire District Development Impact Fee Ordinance*.
12. The District has planned for the improvement of District Capital Facilities in the Capital Improvements Plan.
13. The creation of an equitable impact fee system would enable the City to accommodate new development, and would assist the District to implement the capital improvements element of the Capital Improvements Plan.

14. In order to implement an equitable impact fee system for the District's fire prevention and life preservation facilities, the City adopted by resolution dated April 3, 2018 and the District adopted by resolution dated March 14, 2018 the *Kuna Rural Fire District Impact Fee Study and Capital Improvements Plan* (the "Capital Improvements Plan"). Galena Consulting was hired by the District to assist the Joint Advisory Committee in the preparation of the Study.
15. The methodology used in the Capital Improvements Plan, as applied through this chapter, complies with all applicable provisions of Idaho law, including those set forth in IC §§ 67-8204(1), (2), (16) and (23), 67-8207 and 67-8209. The incorporation of the Capital Improvements Plan by reference satisfies the requirement in IC § 67-8204(16) for a detailed description of the methodology by which the Fire District Impact Fees were calculated, and the requirement in IC § 67-8204(24) for a description of acceptable levels of service for District System Improvements.
16. In determining the proportionate share of System Improvements Costs, the Capital Improvements Plan has considered: (a) the cost of the existing System Improvements; (b) the means by which the existing System Improvements have been financed; (c) the extent to which the new Development will contribute to System Improvements Costs through taxation, assessment, or developer or landowner contributions, or has previously contributed to System Improvements Costs through developer or landowner contributions; (d) the extent to which the new Development is required to contribute to System Improvements Costs in the future; (e) the extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area or areas; (f) Extraordinary Costs, if any, incurred in serving the new Development; (g) the time and price differential inherent in a fair comparison of fees paid at different times; and (h) the availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation and includes a plan for alternative sources of revenue.
17. The Capital Improvements Plan contains the Capital Improvements planned by the District during the term of the Capital Improvements Plan, and such element has been developed in conformance with the requirements Chapter 82 of Title 67, Idaho Code.
18. The Capital Improvements Plan sets forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the District Capital Facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development.
19. In accordance with Idaho Code, the Capital Improvements Plan was based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the Capital Improvements Plan uses a fee calculation methodology that is net of credits for the present value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers.

20. The Fire District Impact Fees established by this chapter are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the Fire District Impact Fees.
21. The District Capital Facilities included in the calculation of fees in the Capital Improvements Plan will benefit all new residential Development throughout the City, and it is therefore appropriate to treat all areas of the City as a single Service Area for purposes of calculating, collecting, and spending the Fire District Impact Fees collected from Developers.
22. There is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this chapter, the development impact fees assessment of such Development covered by this chapter, and the development impact fees that such Developer will be required to pay.
23. This chapter creates a system by which development impact fees paid by Developers will be used to finance, defray, or reimburse a portion of the costs incurred by the District to construct and/or purchase System Improvements in ways that benefit the Development for which each development impact fee was paid within a reasonable period of time after the development impact fee is paid, and in conformance with IC § 67-8210.
24. This chapter creates a system under which development impact fees shall not be used to correct existing deficiencies for any District Capital Facilities, or to replace or rehabilitate existing District Capital Facilities, or to pay for routine operation or maintenance of those facilities.
25. This chapter creates a system under which there shall be no double payment of development impact fees, in accordance with IC § 67-8204(19).
26. This chapter is consistent with all applicable provisions of the Act concerning development impact fee ordinances.

E. *Purpose.*

1. This chapter is adopted to be consistent with, and to help implement the Capital Improvements Plan.
2. The intent of this chapter is to ensure that new residential development bears a proportionate share of the cost of System Improvements; to ensure that such proportionate share does not exceed the cost of such System Improvements required to accommodate new Development; and to ensure that funds collected from new Development are actually used for System Improvements in accordance with the Act.
3. It is the further intent of this chapter to be consistent with those principles for allocating a fair share of the cost of System Improvements to new Development, and for adopting development impact fee ordinances, established by the Act.
4. It is not the intent of this chapter to collect any money from any new Development in excess of the actual amount necessary to offset new demands for System Improvements created by such new Development.

5. It is the intent of this chapter that any monies collected, as an imposed Fire District Impact Fee, are deposited in the Fire District Impact Fee account, are never commingled with monies from a different impact fee account, are never used for a development impact fee component different from that for which the fee was paid, are never used to correct current deficiencies in the District Capital Facilities, and are never used to replace, rehabilitate, maintain or operate any District Capital Facilities.

## 12-2-2: - DEFINITIONS:

As used in this chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended and words and terms appearing in the singular number includes the plural and the plural the singular:

*ACCOUNTS* shall mean any of one or more interest bearing accounts within the *Fire District Development Impact Fee Capital Projects Trust Fund* established in section 12-2-9 of this chapter.

*ACT* shall mean the Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.

*APPROPRIATE* shall mean to legally obligate by contract or otherwise commit to the expenditure of funds by appropriation or other official act of the Board of Commissioners.

*BOARD OF COMMISSIONERS* shall mean the Board of Commissioners of the Kuna Rural Fire District, which is its governing board.

*BUILDING PERMIT* shall mean the permit required for foundations, new construction and additions pursuant to KCC § 4-1-3.

*CITY* shall mean the City of Kuna.

*CITY COUNCIL* shall mean the City Council of the City of Kuna.

*CAPITAL IMPROVEMENTS* shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of District Capital Facilities.

*CAPITAL IMPROVEMENTS ELEMENT* shall mean a component of the Capital Improvements Plan identified as *Exhibit III-2 Kuna Rural Fire District CIP 2018-2027* adopted by the District and the City pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which component meets the requirements of the capital improvements plan required by the Act.

*CAPITAL IMPROVEMENTS PLAN* shall mean the *Kuna Rural Fire District Impact Fee Study and Capital Improvements Plan* recommended by the Joint Advisory Committee and adopted by the District and the City pursuant to the Act that identifies District Capital Facilities for which Fire District Impact Fees may be used as a funding source and attached to Ordinance No. 2018-14 as **Exhibit A**.

*JOINT ADVISORY COMMITTEE* shall mean the City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Committee formed and staffed by the City and the District pursuant to IC § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.

*DEVELOPER* shall mean any person or legal entity undertaking development including a Development that seeks an annexation into the City and/or undertakes the subdivision of property pursuant to IC §§ 50-1301 through 50-1334, as amended.

*DEVELOPMENT* shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the annexation into the City and/or subdivision of property that would permit any change in the use, character or appearance of land.

*DEVELOPMENT APPROVAL* shall mean any written duly authorized document from the City which authorizes the commencement of a Development.

*DEVELOPMENT REQUIREMENT* shall mean a requirement attached to a Developmental approval or other City governmental action approving or authorizing a particular Development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

*DISTRICT* shall mean the *Kuna Rural Fire District*, a fire district organized and existing by virtue of the Fire Protection District Law, Chapter 14 of Title 31, Idaho Code.

*DISTRICT ADMINISTRATOR* shall mean the Officer of Administration of the District, or her, or his designee.

*DISTRICT CAPITAL FACILITIES* shall mean District stations and equipment which is identified in Exhibit III-2 of the Capital Improvements Plan, and specifically including those related costs including System Improvements Costs, but not including maintenance, operations, or improvements that do not expand their capacity.

*EXTRAORDINARY COSTS* shall mean those costs incurred as result of an extraordinary impact.

*EXTRAORDINARY IMPACT* shall mean an impact which is reasonably determined by the District to: (i) result in the need for District system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by IC § 67-8214(2), as amended; or (ii) result in the need for District system improvements which are not identified in the capital improvements plan.

*FEE PAYER* shall mean the person who pays or is required to pay a Fire District Impact Fee. A fee payer may include a developer.

*FIRE DISTRICT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND")* shall mean the Fire District Trust Fund established by action of the Board of Commissioners of the District as set forth in Board of Commissioners Resolution No. 2018-07 codified as Chapter 3 of Title 27 *Kuna Rural Fire District Policy Code* and pursuant to § 12-2-9 of this chapter and pursuant to IC § 67-8210(1) into which all Fire District Impact Fees shall be deposited and maintained by the Fire District and a

copy of the provisions of Chapter 3 of Title 27 *Kuna Rural Fire District Policy Code* is attached to Ordinance No. 2018-14 as **Exhibit C**.

*FIRE DISTRICT IMPACT FEE* shall mean a payment of money imposed as condition of Development Approval to pay for a proportionate share of the costs of System Improvements needed to serve the Development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or
4. Amounts collected from a Developer in a transaction in which the District has incurred expenses in constructing Capital Improvements for the Development if the owner or developer has agreed to be financially responsible for the construction or installation of those Capital Improvements, unless a written agreement is made, pursuant to IC § 67-8209(3) as amended, for credit or reimbursement.

*INTERGOVERNMENTAL AGREEMENT* shall mean the *City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees For Fire District Systems Improvements* entered into by and between the City and the District pursuant to IC § 67-8204A for the collection and expenditure of Fire District Impact Fees established pursuant to this Chapter and attached to Ordinance No. 2018-14 as **Exhibit B**.

*KCC* shall mean the Kuna City Code, the official Code of Ordinances of the City.

*LAND USE ASSUMPTIONS* shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten (10) year period.

*LEVEL OF SERVICE* shall mean a measure of the relationship between service capacity and service demand for Public Facilities.

*MANUFACTURED/MOBILE HOME* shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

*MODULAR BUILDING* shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code, as adopted

or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

*PRESENT VALUE* shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

*PROJECT* shall mean a particular Development on an identified parcel of land.

*PROJECT IMPROVEMENTS*, in contrast to System Improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular Development project and that are necessary for the use and convenience of the occupants or users of the project.

*PROPORTIONATE SHARE* shall mean that portion of System Improvements Costs determined pursuant to IC § 67-8207 which reasonably relates to the service demands and needs of the Project.

*PUBLIC FACILITIES* shall mean land, buildings and equipment used for fire protection, emergency medical and rescue, and water supply production, storage and distribution facilities which have a useful life of ten (10) years or more.

*RECREATIONAL VEHICLE* shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

*SERVICE AREA* shall mean any defined geographic area within the City as identified by the District in which specific Public Facilities provide service to Development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this Ordinance, there shall be one Service Area encompassing all of the City of Kuna.

*SERVICE UNIT* shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements. As specifically used in this Ordinance, service units include dwelling units as defined in KCC § 5-1-6-2 and square feet of nonresidential Development.

*SYSTEM IMPROVEMENTS*, in contrast to Project Improvements, shall mean Capital Improvements to Public Facilities which are designed to provide service to a service area. For the purpose of this chapter, System Improvements are for District Capital Facilities.

*SYSTEM IMPROVEMENTS COSTS* shall mean costs incurred for construction or reconstruction of System Improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in IC § 50-1702(h), as amended, to provide additional Public Facilities needed to service new growth and Development. For clarification, System Improvements Costs do not include:

1. Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the Capital Improvements Plan;
2. Improvements, repair, operation or maintenance of existing or new capital;

3. Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing Development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing Capital Improvements to provide better service to existing Development;
5. Administrative and operating costs of the District and/or the City unless such costs are attributable to Development of the Capital Improvements Plan, as provided in IC § 67-8208, as amended; and
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the District to finance Capital Improvements identified in the Capital Improvements Plan.

### **12-2-3: – IMPOSITION OF FIRE DISTRICT IMPACT FEE:**

- A. *Imposition of Impact Fee.* A Fire District Impact Fee is hereby imposed on all new Development in the City of Kuna, Idaho.
- B. *Fee Schedule.* Fire District Impact Fees shall be calculated in accordance with the fee schedule set forth in Exhibit III-3 of the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the Development, unless (a) the Fee Payer requests an individual assessment pursuant to section 12-2-6 of this chapter; or (b) the City and the District find the Development will have an Extraordinary Impact pursuant to section 12-2-9 of this chapter. The methodology for determining the costs per service unit provided for in the fee schedule is set forth in the Capital Improvements Plan.
- C. *Developer's Election.* A Developer shall have the right to elect to pay a project's proportionate share of System Improvements Costs by payment of Fire District Impact Fee according to the fee schedule as full and complete payment of the Development project's proportionate share of System Improvements Costs, except as provided in IC § 67-8214(3), as amended.
- D. *Procedures:*
  1. *Building Permit.* Upon submittal of complete building permit plans for the Development to the City, the City shall calculate the Fire District Impact Fee for the Development within thirty (30) days of submittal unless the Fee Payer requests an individual assessment or the City determines that the Development may have Extraordinary Impact.
  2. *Exemption.* An exemption pursuant to section 12-2-5 of this chapter must be claimed by the Fee Payer upon application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer.

### **12-2-4: - COLLECTION OF FIRE DISTRICT IMPACT FEES:**

- A. *Certification.* After the Fire District Impact Fee due for a proposed Development have been calculated by the City pursuant to the fee schedule attached to the Capital Improvements Plan

- or by the District Administrator using the individual assessment process, the Fee Payer may request from the City or the District Administrator a certification of the amount of Fire District Impact Fee due for that Development. Within thirty (30) days after receiving such request, the City or the District Administrator shall issue a written certification of the amount of the Fire District Impact Fee due for the proposed Development. Such certification shall establish the Fire District Impact Fee so long as there is no material change to the particular project as identified in the individual assessment application, or the impact fee schedule attached to the Capital Improvements Plan. The certification shall include an explanation of the calculation of the Fire District Impact Fee including an explanation of factors considered under Idaho Code Section 67-8207 and shall also specify the System Improvement(s) for which the Fire District Impact Fee is intended to be used. If the Impact Fee is calculated by the City pursuant to the fee schedule, the City shall provide the certification to the Fee Payer and the District Administrator. If the Impact Fee is determined by the District Administrator following an individual assessment of the fee, the District Administrator shall provide the certification to the Fee Payer and the City.
- B. *Payment of Fees.* The Fire District Impact Fee shall be paid either to the City or to the District at the following times:
1. If a Building Permit or manufactured/mobile home installation permit is required, then at the time before the permit is issued;
  2. If no Building Permit or manufactured/mobile home installation permit is required, then at the time that construction commences; or
  3. At such other time as the Developer and the District have agreed upon in writing with notice to the City.
- C. In the event a Fire District Impact Fee is paid to the District, then the District Administrator shall immediately notify the City of said payment.
- D. All Fire District Impact Fees paid to the City shall then be delivered to the District Administrator on a once-a-month basis.

### **12-2-5: - EXEMPTIONS:**

- A. *Exemptions.* The provisions of this chapter shall not apply to the following:
1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;
  2. Remodeling or repairing a structure which does not increase the number of service units;
  3. Replacing a residential unit, including a manufactured/mobile home, with another residential unit on the same lot; provided that, the number of service units does not increase;
  4. Placing a temporary construction trailer or office on a lot;

5. Constructing an addition on a residential structure which does not increase the number of service units;
  6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of System Improvements; or
  7. The installation of a modular building, manufactured/mobile home or recreational vehicle if the Fee Payer can demonstrate by documentation such as utility bills and tax records that either: (a) a modular building, manufactured/mobile home or recreational vehicle was legally in place on the lot or space prior to the effective date of this chapter; or (b) a Fire District Impact Fee has been paid previously for the modular building, manufactured/mobile home or recreational vehicle on that same lot or space.
- B. *Exemption Claim Process:* An exemption from a Fire District Impact Fee must be claimed on the Application by the Developer (Fee Payer) upon submitting their application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer. Applications for exemption shall be determined by the City within ninety (90) days of receipt of the claim for exemption.

#### **12-2-6:- INDIVIDUAL ASSESSMENT PROCESS:**

- A. In lieu of calculating the amount of the Fire District Impact Fee by reference to the fee schedule attached to the Capital Improvements Plan, a Fee Payer may file a request with the City that the amount of the required Fire District Impact Fee be determined by the Fire District Administrator through an individual assessment for the proposed Development. A request for an individual assessment process shall involve consideration of studies, data, and any other relevant information submitted by the Fee Payer to adjust the amount of the Fire District Impact Fee. If a Fee Payer files a request for the use of an individual assessment, the Fee Payer shall be responsible for retaining a qualified professional to prepare the individual assessment that complies with the requirements of this chapter, at the Fee Payer's expense. The Fee Payer shall, at the Fee Payer's expense, bear the burden of proving by clear and convincing evidence that the resulting individual assessment complies with the requirements of this chapter. The Fee Payer shall bear the burden of proving by clear and convincing evidence that the resulting individual assessment is a more accurate measure of its proportionate share of the cost of System Improvements, based on the District's adopted Levels of Service, than the development impact fees that would otherwise be due pursuant to the fee schedule attached to the Capital Improvements Plan.
- B. Each individual assessment shall be based on the same level of service standards and unit costs for System Improvements used in the Capital Improvements Plan, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used.
- C. A request for an individual assessment shall be delivered and filed with the City at any time that the number of dwelling units in the proposed Development and the types and amounts of Development in each non-residential category identified in the fee schedule attached to the Capital Improvements Plan are known. Upon filing of a request for individual assessment, the City shall transmit the request to the District Administrator for review. The District Administrator shall issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the

Fee Payer, so as not to unreasonably delay the Developer's (Fee Payer's) subsequent applications to the City for Building Permits.

- D. Each individual assessment request delivered to the District Administrator may then be accepted, rejected, or accepted with modifications by the District Administrator as the basis for calculating the Fire District Impact Fee. The criteria for acceptance, rejection or acceptance with modifications shall be whether the individual assessment is a more accurate measure of demand for System Improvements element(s) created by the proposed Development, or the costs of those facilities, than the applicable fee shown in the fee schedule attached to the Capital Improvements Plan.
- E. The decision by the District Administrator on an application for an individual assessment shall include an explanation of the calculation of the Fire District Impact Fee, shall specify the System Improvement(s) for which the Fire District Impact Fee is intended to be used, and shall include an explanation of those factors identified in IC § 67-8207.
- F. If an individual assessment is accepted or accepted with modifications by the District Administrator then the Fire District Impact Fee due under this chapter for such Development shall be calculated according to such individual assessment.
- G. The District Administrator shall provide notice of final determination of an individual assessment to the Developer (Fee Payer) and the City.

#### **12-2-7: - DEVELOPER CREDITS AND REIMBURSEMENT:**

- A. *Credits to be Issued.* When a Developer or their predecessor in title or interest has constructed System Improvements of the same category as a District Capital Improvements Element, or contributed or dedicated land or money towards the completion of System Improvements of the same category as a District Capital Improvements Element, and the District has accepted such construction, contribution or dedication, the District shall issue a credit against the Fire District Impact Fees otherwise due for the same District Capital Improvements Element in connection with the proposed Development, as set forth in this section, credit shall be issued regardless of whether the contribution or dedication to System Improvements was required by the District as a condition of Development Approval or was offered by the Developer and accepted by the District in writing, and regardless of whether the contribution or dedication was contributed by the Developer or by a local improvement district controlled by the Developer.
- B. *Limitations.* Credits against a Fire District Impact Fee shall not be given for: (a) Project Improvements; or (b) any construction, contribution or dedication not agreed to in writing by the District prior to commencement of the construction, contribution, or dedication. Credits issued for one District Capital Improvements Element may not be used to reduce Fire District Impact fee due for a different capital improvement. No credits shall be issued for System Improvements contributed or dedicated prior to the effective date of this chapter.
- C. *Valuation of Credit at Present Value:*
  - 1. *Land.* Credit for qualifying land dedications shall, at the Fee Payer's option, be valued at the present value of: (a) one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor; or (b) that fair market value established by a private appraiser acceptable to the District in an appraisal paid for by the Fee Payer.

2. *Improvements.* Credit for qualifying acquisition or construction of System Improvements shall be valued by the District at the present value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the Fee Payer to the District. The District Administrator shall determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the District as a more accurate measure of the value of the offered System Improvements to the District.
- D. *When Credits Become Effective:*
1. *Land.* Approved credits for land dedications shall become effective when the land has been conveyed to the District in a form acceptable to the District, at no cost to the District, and has been accepted by the District. Upon request of the Fee Payer, the District shall issue a letter stating the amount of credit available.
  2. *Improvements.* Approved credits for acquisition or construction of System Improvements shall generally become effective when (a) all required construction has been completed and has been accepted by the District, (b) a suitable maintenance and warranty bond has been received and approved by the District, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the District and the state of Idaho. Upon request of the Fee Payer, the District shall issue a letter stating the amount of credit available.
- E. *Credit Request Procedures:*
1. *Request.* In order to obtain a credit against Fire District Impact Fee otherwise due, a Fee Payer shall submit to the City a written offer of request to dedicate to the District specific parcels of qualifying land or a written offer to contribute or construct specific System Improvements to the District Capital Facilities in accordance with all applicable State or City design and construction standards, and shall specifically request a credit against the type of Fire District Impact Fee for which the land dedication or System Improvements is offered. The City shall then deliver the written offer of request to the District Administrator.
  2. *Review.* After receipt of the written offer of request for credit, the District Administrator shall review the request and determine whether the land or System Improvements offered for credit will reduce the costs of providing District Capital Facilities by an amount at least equal to the value of the credit. If the District Administrator determines that the offered credit satisfies that criteria and will be acceptable to the Board of Commissioners, then the credit shall be issued. The District shall complete its review and determination of an application within thirty (30) days after receipt of an application for credit.
  3. *Credits Exceeding Fee Amounts Due.* If the credit due to a Fee Payer pursuant to sections, above, exceeds the Fire District Impact Fee that would otherwise be due from the Fee Payer pursuant to the chapter (whether calculated through the fee schedule attached to the Capital Improvement Plan or through an independent assessment), the Fee Payer may choose to receive such credit in the form of either: (a) a credit against future Fire District Impact Fee due for the same System Improvements; or (b) a reimbursement from Fire District Impact Fee paid by future Development that impacts

the System Improvements contributed or dedicated by the Fee Payer. Unless otherwise stated in an agreement with the Fee Payer, the District shall be under no obligation to use any District funds - other than Fire District Impact Fees paid by other Development for the same System Improvements - to reimburse the Fee Payer for any credit in excess of Fire District Impact Fee that are due.

4. *Written Agreement Required.* If credit or reimbursement is due to the Fee Payer pursuant to this section, the District shall enter into a written agreement with the Fee Payer, negotiated in good faith, prior to the contribution, dedication, or funding of the System Improvements giving rise to the credit. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement, and shall have a term not exceeding ten (10) years.
5. The District Administrator's determination on the written offer of request for credit shall be provided to the Fee Payer and the City.

## **12-2-8: - METHODOLOGY FOR THE CALCULATION OF FIRE DISTRICT IMPACT FEES:**

### *A. General Provisions.*

1. *Accounting Principles.* The calculation of the Fire District Impact Fee shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or Developers within the service area other than the Fee Payer.
2. *Levels of Service.* The Fire District Impact Fee shall be calculated on the basis of levels of service for Public Facilities adopted in this chapter that are applicable to existing Development as well as new growth and Development. The construction, improvement, expansion or enlargement of new or existing Public Facilities for which the Fire District Impact Fee is imposed must be attributable to the capacity demands generated by the new Development.

### *B. Methodology; Proportionate Methodology.* The Fire District Impact Fee shall not exceed a proportionate share of the cost of the System Improvements determined in accordance with IC § 67-8207, as amended. Fire District Impact Fees shall be based on actual System Improvements Costs or reasonable estimates of such costs. The amount of the Fire District Impact Fee shall be calculated using the methodology contained in the Capital Improvements Plan.

### *C. Proportionate Share Determination.*

1. Fire District Impact Fee shall be based on a reasonable and fair formula or method under which the Fire District Impact Fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the District in the provision of System Improvements to serve the new Development. The proportionate share is the costs attributable to the new Development after the District considers the following:
  - a. Any appropriate credit, offset or contribution of money, dedication of land or construction of System Improvements;

- b. Payments reasonably anticipated to be made by or as a result of a new Development in the form of user fees and debt service payments;
  - c. That portion of general tax or other revenues allocated by the District to System Improvements; and
  - d. All other available sources of funding such System Improvements.
2. In determining the proportionate share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered by the District and accounted for in the calculation of the Fire District Impact Fee:
- a. The costs of existing System Improvements within the Service area;
  - b. The means by which existing System Improvements have been financed;
  - c. The extent to which the new Development will contribute to System Improvements Costs through taxation, assessments, or developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions;
  - d. The extent to which the new development is required to contribute to the cost of existing System Improvements in the future;
  - e. The extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area;
  - f. Extraordinary costs, if any, incurred in serving the new Development;
  - g. The time and price differential inherent in a fair comparison of fees paid at different times; and
  - h. The availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers and special taxation.

### **12-2-9: - EXTRAORDINARY IMPACTS:**

- A. In the event the City makes an initial determination that Development may impose Extraordinary Impact, the City shall provide the Development application to the District Administrator along with the City's initial determination. The District Administrator shall then review and determine whether or not the Development application will impose Extraordinary Impact.
- B. If the District Administrator determines that a proposed Development generates Extraordinary Impact that will result in extraordinary Systems Improvements Costs, the District Administrator will notify the Fee Payer and the City of such Fire District Impact Fee determination within thirty (30) days after District Administrator's receipt from the City of the Development Application and the City's initial determination. Such notice shall include a statement that the potential impacts of such Development on System Improvements are not

- adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Fee Payer's expense will be required.
- B. Circumstances that may lead to a determination of Extraordinary Impact include, but are not limited to: (a) an indication the assumptions used in the Capital Improvements Plan underestimate the level of activity or impact on District Capital Facilities from the proposed Development or activity.
  - C. Within thirty (30) days following the designation of a Development with Extraordinary Impact, the District Administrator shall meet with the Fee Payer to discuss whether the Fee Payer wants to: (a) pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development; (b) modify the proposal to avoid generating Extraordinary Impact; or (c) withdraw the application for certification, Building Permit or Development approval.
  - D. If the Fee Payer agrees to pay for the supplemental study required to document the proposed development's proportionate share of System Improvements Costs, then the District and the Fee Payer shall jointly select an individual or organization acceptable to both to perform such study. The Fee Payer shall enter into a written agreement with such individual or organization to pay the costs of such study. Such agreement shall require the supplemental study to be completed within thirty (30) days of such written agreement, unless the Fee Payer agrees to a longer time.
  - E. Once the study has been completed, the Fee Payer may choose to: (a) pay the proportionate share of System Improvements Costs documented by the supplemental study; or (b) modify the proposed Development to reduce such costs; or (c) withdraw the application. If the Fee Payer agrees to pay the System Improvements Costs documented in the supplemental study, that agreement shall be reduced to writing between the District and the Fee Payer prior to review and consideration of any application for any Development approval or Building Permit related to the proposed Development.
  - F. Notwithstanding any agreement by the Fee Payer to pay the proportionate share of System Improvements Costs documented by the supplemental study, nothing in this ordinance shall obligate the City to approve Development that results in an Extraordinary Impact to the District.

### **12-2-10: - FEE PAYER REFUNDS:**

- A. *Duty to Refund:*
  - 1. Fire District Impact Fee shall be refunded to the Fee Payer, or to a successor in interest, in the following circumstances:
    - a. Service is available but never provided;
    - b. A Building Permit, or permit for installation of a manufactured home, is denied by the City or abandoned;
    - c. The Fee Payer pays a Fire District Impact Fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the District was entitled to receive;

- d. The Fire District has collected a Fire District Impact Fee and the Fire District has failed to Appropriate or expend the collected fees pursuant to section below; or
  - e. Failure of the Fire District to commence construction or encumber the fund in the Fire District Development Impact Fee Capital Projects Trust Fund.
2. Any Fire District Impact Fee paid shall be refunded if the District has failed to commence construction of System Improvements in accordance with this chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the District. Any refund due shall be paid to the owner of record of the parcel for which the Fire District Impact Fee was paid. The District may hold Fire District Impact Fees for longer than eight (8) years if the Fire District identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the District complies with the previous sentence, then any Fire District Impact Fees so identified shall be refunded to the Fee Payer if the Fire District has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.
  3. *No Refund Due for Subsequent Reduction in Size of Development or Service Units.* After a Fire District Impact Fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued by the City, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.
  4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in IC § 28-22-104 from the date on which the fee was originally paid.
  5. *Timing.* The District shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the District shall send the refund to the owner of record within ninety (90) days after the District determines that a refund is due.

## **12-2-10: - ESTABLISHMENT OF DISTRICT TRUST FUND AND ACCOUNTS:**

- A. The Trust Fund established by the District will be maintained by the District for the purpose of ensuring that all Fire District Impact Fees collected, pursuant to this chapter, are used to address impacts reasonably attributable to new Development for which the Fire District Impact Fees are paid. The Trust Fund shall be divided into the Accounts. All funds in all Accounts in the Trust Fund shall be maintained in an interest bearing account. The interest earned on each Account pursuant to I.C. § 67-8210(1) shall not be governed by IC § 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of funds as the Fire District Impact Fees on which the interest is generated.

- B. *Deposit of Fire District Impact Fees.* All monies paid by a Fee Payer, pursuant to this chapter, shall be identified as Fire District Impact Fees and shall be promptly deposited by the District Administrator in the appropriate account of the Trust Fund.
1. *First-in/First-out.* Monies in each account shall be spent in the order collected, on a first-in/first-out basis.
  2. *Maintenance of Records.* The Fire District shall maintain and keep accurate financial records for each Account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each Account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each Fire District Impact Fee Account showing the source and amount of all funds collected and the projects that were funded.

### **12-2-11: - EXPENDITURE OF FIRE DISTRICT IMPACT FEES:**

- A. Expenditures of Fire District Impact Fees collected and deposited in the Trust Fund shall be made only for System Improvements within the Service Area for which the Impact Fee was collected in accordance with the Capital Improvements Plan.
- B. Capital Improvements Plan Reimbursement; Surcharge. A portion of each Impact Fee collected shall be designated as a surcharge for reimbursement of the District for the cost of preparing the Capital Improvements Plan in accordance with IC § 67-8208. The surcharge shall not exceed the Development's proportionate share of the cost of preparing the Capital Improvements Plan.

### **12-2-12: - APPEALS, PROTEST AND MEDIATION:**

- A. *Appeals.* Any Fee Payer that is or may be obligated to pay a Fire District Impact Fee, or that claims a right to receive a refund, reimbursement, exemption or credit under this chapter, and who is dissatisfied with a decision made either by the City or by the District Administrator in applying this chapter, may appeal such decision as follows:
1. in the case of a decision made by the City to the City Council; and
  2. in the case of a decision made by the District Administrator to the Board of Commissioners.
- B. The Fee Payer shall have the burden on appeal of proving by clear and convincing evidence that the decision was in error.
- C. In order to pursue the appeal described in this subsection, the Fee Payer shall file a written notice of the appeal with the City within thirty (30) days after the date of the City's or the District Administrator's decision, or the date on which the Fee Payer submitted a payment of the Fire District Impact Fee under protest, whichever is later. Such written application shall include a statement describing why the Fee Payer believes that the appealed decision was in error, together with copies of any documents that the Fee Payer believes support the claim.
- D. Appeals of the District Administrator's decisions shall be delivered by the City to the District Administrator.

- E. The City Council or the Board of Commissioners, as the case may be, shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The Fee Payer shall have a right to be present and to present evidence in support of the appeal. The City or District Administrator who made the decision under appeal or his or her representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the City Council or by the Board of Commissioners in considering the appeal shall be whether: (a) the decision or interpretation made by the City or District Administrator; or (b) the alternative decision or interpretation offered by the Fee Payer, more accurately reflects the intent of this chapter that new development in the City pay its proportionate share of the costs of system improvements to District facilities necessary to serve new development and whether the chapter has been correctly applied. The City Council or Board of Commissioners, as the case may be, shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.
- F. *Payment Under Protest.* A Fee Payer may pay a Fire District Impact Fee under protest in order not to delay in the issuance of a Building Permit by the City. A Fee Payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such Fee Payer be estopped from receiving a refund of any amount deemed to have been illegally collected.
- G. *Mediation.*
1. Any Fee Payer that has a disagreement with the City or the District Administrator regarding a Fire District Impact Fee Determination that is or may be due for a proposed Development pursuant to this chapter, may enter into a voluntary agreement with the City or the District, as the case may be, to subject the disagreement to mediation by a qualified independent party acceptable to both the Fee Payer and the District.
  2. Mediation may take place at any time following the filing of a timely appeal pursuant to section 12-2-12(C), or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to section 12-2-12(C).
  3. Participation in mediation does not preclude the Fee Payer from pursuing other remedies provided for in this section.
  4. If mediation is requested, any related mediation costs shall be shared equally by the Fee Payer and the City or the District, as the case may be, and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.
  5. In the event that mediation does not resolve the issues between the District and the Fee Payer, the Fee Payer retains all rights to seek relief from a court of competent jurisdiction.

### **12-2-13: - PERIODIC REVIEWS:**

- A. *Review and Modification of Capital Improvements Plan.* Unless the Board of Commissioners deems some other period is appropriate, the Board of Commissioners shall, at least once every five (5) years, commencing from the date of the original adoption of the Capital Improvements

Plan, review the Development potential and update the Capital Improvements Plan in cooperation with the City and in accordance with the procedures set forth in IC § 67-8206, as amended. Each update shall be prepared by the District Administrator in consultation with the Joint Advisory Committee.

- B. *Annual review.* The District shall annually adopt a capital budget.

### **12-2-14: - AUDIT:**

As part of its annual audit process, the District shall prepare an annual report: (a) describing the amount of all Fire District Impact Fees collected, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Fire District Impact Fees collected, appropriated or spent for System Improvements during the preceding year by Systems Improvements category of District Capital Facilities.

### **12-2-15: - JOINT DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE:**

The City Council and the Board of Commissioners shall each consider the Joint Advisory Committee's recommended revision(s) to this chapter at least once every twelve (12) months. The Committee's recommendations and the City Council's and Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, in that the Fire District Impact Fee charged to the Development shall not exceed a proportionate share of System Improvements Costs, and that the procedures for administering Fire District Impact Fees remain efficient.

### **12-2-16: - ENFORCEMENT AND COLLECTION:**

- A. When any Fire District Impact Fee is due pursuant to this chapter, or pursuant to the terms of any written agreement between a Fee Payer and the District, and such Fire District Impact Fee has not been paid in a timely manner, the City, or District Administrator on behalf of the District, may exercise any or all of the following powers as applicable to their authority, in any combination, to enforce the collection of the Fire District Impact Fee:
1. Withhold Building Permits, manufactured home installation permits, or other City Development Approval related to the Development for which the Fire District Impact Fee is due until all Fire District Impact Fees due have been paid, and issue stop work orders, and revoke or suspend a Building Permit.
  2. Withhold utility services from the Development for which the Fire District Impact Fee is due until all Fire District Impact Fees due have been paid; and
  3. Add interest to the Fire District Impact Fee not paid in full at the legal rate provided for in IC § 28-22-104, as amended, plus five percent (5%) beginning on the date at which the payment of the Fire District Impact Fee was due until paid in full.
  4. Impose a penalty of five percent (5%) of the total Fire District Impact Fee (not merely the portion dishonored, late or not paid in full) per month beginning on the date at which the payment of the Fire District Impact Fee was due until paid in full.

5. Impose a lien pursuant to the authority of IC § 67-8213(4) for failure to timely pay a Fire District Impact Fee following the procedures contained in Idaho Code Title 45, Chapter 5.

### **12-2-16: - CITY / FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT:**

- A. The City is a governmental entity that is empowered by the Act to adopt development impact fee ordinances and as such is authorized, by IC § 67-8204A, to enter into the Intergovernmental Agreement with the District for the purpose of agreement to collect and expend Fire District Impact Fees for System Improvements as provided in this Chapter.
- B. The City and the District have entered into the Intergovernmental Agreement which is in full force and effect.
- C. The Intergovernmental Agreement complies with this Chapter and requires the District to be governed by and to fully abide by the provisions of this Chapter.
- D. Any amendments of the Intergovernmental Agreement shall be implemented by corresponding relevant amendments of this Chapter which amendments shall not apply to any Fire District Impact Fees then not expended and currently held in the Trust Fund.

### **12-2-17: - MISCELLANEOUS PROVISIONS:**

- A. Nothing in this chapter shall prevent the District from requiring a Developer to construct reasonable Project Improvements, as are required by the fire codes and other rules that are adopted by the state fire marshal, in conjunction with a Development.
- B. Nothing in this chapter shall be construed to prevent or prohibit private agreements between property owners or developers, the Idaho Transportation Department and governmental entities in regard to the construction or installation of System Improvements or providing for credits or reimbursements for System Improvements Costs incurred by a Developer including inter-project transfers of credits or providing for reimbursement for Project Improvements which are used or shared by more than one (1) Development project.
- C. Nothing in this chapter shall obligate the City to approve Development which results in an Extraordinary Impact.
- D. Nothing in this chapter shall obligate the District to approve any Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in this chapter.
- E. Nothing in this chapter shall be construed to create any additional right to develop real property or diminish the City in regulating the orderly development of real property within its boundaries.
- F. Nothing in this chapter shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.

- G. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of Project or System Improvements Costs required as a result of such voluntary annexation.
- H. The District shall develop a plan for alternative sources of revenue, which shall include but not necessarily be limited to plans generated during the District's annual budget process, lobbying efforts, tax increment financing, and implementation of user fees, administrative and regulatory fees and other forms of revenue.
- I. Notwithstanding any other provision of this chapter, that portion of a Project for which a complete application for a Building Permit has been received by the City, prior to the effective date of this chapter, shall not be subject to the Fire District impact Fee imposed by this chapter. If the resulting Building Permit is later revised or replaced after the effective date of the ordinance codified in this chapter, and the new Building Permit(s) reflects a development density, intensity, development size or number of units more than ten percent (10%) higher than that reflected in the original Building Permit, then the Fire District Impact Fee may be charged on the difference in density, intensity, development size or number of units between the original and the revised or replacement Building Permit.
- J. Any monies, including any accrued interest not assigned to specific System Improvements within such Capital Improvements Plan and not expended pursuant to section 12-2-11 or refunded pursuant to section 12-2-10 shall be retained in the same account until the next District fiscal year.
- K. If the District discovers an error in the Capital Improvements Plan that results in assessment or payment of more than a proportionate share of System Improvements Costs on any proposed Development, the District Administrator shall: (a) adjust the Fire District Impact Fee to collect no more than a proportionate share; or (b) discontinue the collection of any Fire District Impact Fees until the error is corrected by ordinance.
- L. If Fire District Impact Fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Fee Payer shall be refunded by the District within thirty (30) days after the District's acceptance of the recalculated amount, with interest at the legal rate provided for in IC § 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the Fee Payer shall be paid to the District within thirty (30) days after the District Administrator's acceptance of the recalculated amount, with interest at the legal rate provided for in IC § 28-22-104 from the date on which the fee was paid. In the case of an underpayment to the District, the Administrator may request the City and the City may withhold issuance of the Building Permits or Development Approval for the project for which the Fire District Impact Fee was paid until such underpayment is corrected, and if amounts owed to the District are not paid within such thirty-day period, the District Administrator may also ask the City to and the City may revoke any Building Permits or Development Approval issued in reliance on the previous payment of such Fire District Impact Fee and refund such fee to the Fee Payer.
- M. The Joint Advisory Committee established during the preparation of the Capital Improvements Plan shall continue in existence, and shall be composed of not fewer than five (5) members appointed by both the City Council and the Board of Commissioners, and two (2) or more members shall be active in the business of development, building, or real estate. The Committee shall serve in an advisory capacity and has been established to: (a) assist the District and the City in adopting land use assumptions; (b) review the Capital Improvements

Plan, and proposed amendments, and file written comments; (c) monitor and evaluate implementation of the Capital Improvements Plan; (d) file periodic reports, at least annually, with respect to the Capital Improvements Plan relevant to the Fire District Impact Fee and report to the City and the District any perceived inequities in implementing the plan or imposing the Fire District Impact Fees; and (e) advise the Fire District and the City of the need to update or revise the land use assumptions, the Capital Improvements Plan, and the Fire District Impact Fees.

**12-2-18: - PUNISHMENT:**

Any person who violates any provision of this chapter shall be guilty of a misdemeanor, punishable by up to one (1) year in the county jail, and/or a one thousand dollar (\$1,000.00) fine, or both. Knowingly furnishing false information to any official of the City or the District charged with the administration of this chapter, including without limitation, the furnishing of false information regarding the expected size, use or impacts from a proposed Development, shall be a violation of this chapter.

**12-2-19: - CONSTRUCTION OF INTENT:**

All provisions, terms, phrases and expressions contained in this chapter shall be liberally construed in order that the true intent and meaning of the Act and the City Council and the Board of Commissioners may be fully carried out.

**SECTION 2: DATE OF EFFECT AND PUBLICATION**

2.1 This ordinance shall become effective upon passage and publication as required by law.

ADOPTED this 3<sup>rd</sup> day of April, 2018.

CITY OF KUNA

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

ATTEST:

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

*W:\Work\K\Kuna Rural Fire District 19786\Impact Fees .020\Agreement with City of Kuna\City Ordinance - Fire District Impact Fees 3-02-18 2nd lh.docx*

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FINAL REPORT

January 10, 2018

Kuna Rural Fire District  
Impact Fee Study and  
Capital Improvement Plan

Prepared By

Galena Consulting  
Anne Wescott  
1925 North Montclair Drive  
Boise, ID 83702



## Section I. Introduction

This report regarding impact fees for the Kuna Rural Fire District is organized into the following sections:

- An overview of the report's background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

### Background and Objectives

The Kuna Rural Fire District hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the District's demographic data and infrastructure costs before credit adjustment; calculates the District's monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

### Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as "... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development."<sup>1</sup>

Purpose of impact fees. The Impact Fee Act includes the legislative finding that "... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho."<sup>2</sup>

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.<sup>3</sup> Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;<sup>4</sup>
- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;<sup>5</sup>
- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;<sup>6</sup>
- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.<sup>7</sup>

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);<sup>8</sup>
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;<sup>9</sup>
- Identification of the growth-related portion of the District's Capital Improvement Plan;<sup>10</sup>
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;<sup>11</sup>
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;<sup>12</sup>
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;<sup>13</sup> and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.<sup>14</sup>

How should fees be calculated? State law requires the District to implement the Capital Improvement Plan methodology to calculate impact fees. The District can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the District to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.<sup>15</sup> Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.<sup>17</sup> Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a “proportionate share” of the cost of public facilities to serve that new growth. “Proportionate share” is defined as “. . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project.”<sup>19</sup> Practically, this concept requires the District to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are “earmarked” to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be “reasonable and fair.” Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the District to growth-related system improvements; and
- All other available sources of funding such system improvements.<sup>20</sup>

Through data analysis and interviews with the District and Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2017 to 2026. This is consistent with the Impact Fee Act.<sup>21</sup> Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is “a standard measure of consumption, use, generation or discharge attributable to an individual unit<sup>22</sup> of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement.”<sup>23</sup> The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.<sup>24</sup>
- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a “conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.”<sup>25</sup> In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

#### Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to “. . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years.”<sup>26</sup> The impact fee study team recommends a 10-year time period based on the District’s best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.<sup>27</sup> Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.<sup>28</sup> The total cost of improvements over the 10 years is referred to as the “CIP Value” throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the District includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the District to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

## Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the District?** This includes the number of residents as well as residential and nonresidential land uses.
2. **What is the current level of service provided by the District?** Since an important purpose of impact fees is to help the District *achieve* its planned level of service<sup>29</sup>, it is necessary to know the levels of service it is currently providing to the community.
3. **What current assets allow the District to provide this level of service?** This provides a current inventory of assets used by the District, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the District's current assets.
4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the District's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the District?** How many new residential households and nonresidential square footage will the District serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how many stations will be needed by the Kuna Rural Fire District Fire Department within the next ten years to achieve the planned level of service of the District?<sup>30</sup>
7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the District. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the District. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

## "GRUM" Analysis

In the District, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the District invests in capital projects, the study team conducted a "GRUM" analysis on all projects listed in each CIP:

- Growth. The “G” in GRUM stands for growth. To determine if a project is solely related to growth, we ask “Is this project designed to maintain the current level of service as growth occurs?” and “Would the District still need this capital project if it weren’t growing at all?” “G” projects are only necessary to maintain the District’s current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.
- Repair & Replacement. The “R” in GRUM stands for repair and replacement. We ask, “Is this project related only to fixing existing infrastructure?” and “Would the District still need it if it weren’t growing at all?” “R” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- Upgrade. The “U” in GRUM stands for upgrade. We ask, “Would this project improve the District’s current level of service?” and “Would the District still do it even if it weren’t growing at all?” “U” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- Mixed. The “M” in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. “M” projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be “mixed,” with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The District will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section VI of this report.

Exhibits found in Section III of this report detail all capital improvements planned for purchase over the next ten years by the District.

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<sup>1</sup> See Section 67-8203(9), Idaho Code. “System improvements” are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. See Sections 67-8203(3), (24) and (28), Idaho Code.

<sup>2</sup> See Section 67-8202, Idaho Code.

<sup>3</sup> As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of “rough proportionality.” Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. See *Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. District of Tigar*, 512 U.S. 374 (1994).

See Sections 67-8202(4) and 67-8203(29), Idaho Code.

5

See Section 67-8210(4), Idaho Code.

6

See Sections 67-8204(1) and 67-8207, Idaho Code.

7

See Section 67-8210(1), Idaho Code

8

See Section 67-8205, Idaho Code.

9

See Section 67-8206(2), Idaho Code.

10

See Section 67-8208, Idaho Code.

11

See Section 67-8207, Idaho Code.

12

See Sections 67-8209 and 67-8210, Idaho Code.

13

See Section 67-8208, Idaho Code.

14

See Sections 67-8204 and 67-8206, Idaho Code.

15

As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the District's current level of service by quantifying the District's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

17

See Section 67-8208, Idaho Code.

19

See Section 67-8203(23), Idaho Code.

20

See Section 67-8207, Idaho Code.

21

The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. See Sections 67-8204(16), 67-8208(1(f) and 67-8208(1)(g), Idaho Code.

22

See Section 67-8203(27), Idaho Code.

23

See Section 67-8203(27), Idaho Code.

24

The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

25

See Section 67-8208(1)(e), Idaho Code.

26

See Section 67-8208(1)(h).

27

This assumes the planned levels of service do not exceed the current levels of service.

28

The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. See Sections 67- 8203(28) and 50-1703, Idaho Code.

29

This assumes that the planned level of service does not exceed the current level of service.

30

This assumes the planned level of service does not exceed the current level of service.

## Section II. Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2017 through 2026 for the District. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Kuna, regional real estate market reports, interviews with developers and recommendations from District Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the District's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The District serves the population of the City of Kuna, as well as portions of unincorporated Ada and Canyon Counties. As the following map indicates, the District's service area borders the Whitney Fire District to the east; Meridian Fire District to the north; and the Nampa Fire District to the west.

The following Exhibit II-1 presents the current and estimated future population for the District.

### **Exhibit II-1.**

#### **Current and Future Population within the boundaries of the Kuna Rural Fire District**

	2017	2026	Net Increase	Percent Increase
Population	24,789	42,141	17,352	70%

The District currently has approximately 24,789 persons residing within its service boundary. Current and future population estimates were derived by isolating the population within each Transportation Analysis Zone (TAZ) within the District's boundaries according to current COMPASS data. This data was compared to current population estimates from the City of Kuna, which is within the Fire District boundaries.

Over the next ten years, COMPASS models indicate the District to grow by approximately 17,352 people, or at an annual growth rate of 7 percent. While this growth rate seems high compared to the rates currently being experienced by Boise, Nampa and Caldwell, the cities of Eagle and Meridian grew at an annual rate of 8-11% between 2000-2016.

Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the District.

**Exhibit II-2.**  
**Current and Future Land Uses, Kuna Rural Fire District**

	2017	2026	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	24,789	42,141	17,352		
Residential (in units)	7,747	13,169	5,423	10,845,188	90%
Nonresidential (in square feet)	774,656	1,975,373	1,200,717	1,200,717	10%
Total				12,045,905	100%

As shown above, the Kuna Rural Fire District is expected to grow by approximately 5,423 residential units and 1,200,717 nonresidential square feet over the next ten years. Ninety percent of this growth is attributable to residential land uses, while the remaining ten percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the District.

A recent study prepared by the Kuna School District estimated at least 4,000 new residential units being built in the area over the next 10 years. However, the City of Kuna reports approximately 3,200 new residential units already platted or in process, and a recent survey by the Idaho Business Review indicated at least 5,600 units were planned or in process. Due to the strong building environment and availability of land, we are using a 7% annual growth rate for the purpose of this study.

Non-residential development (office, retail and industrial) is harder to predict. Generally, “retail follows rooftops” but it is unclear how quickly this development will occur over the next ten years. Other areas in the Treasure Valley have approximately 300 square feet of non-residential development per residential household. As Kuna is primarily a residential community, we estimated only 100 square feet of non-residential development per current households, increasing to only 150 square feet of non-residential development per household over 10 years of residential development.

## Section III. Impact Fee Calculation

In this section, we calculate impact fees for the Kuna Rural Fire District according to the seven - question method outlined in Section I of this report.

### 1. Who is currently served by the Kuna Rural Fire District?

As shown in Exhibit II-2, the District currently serves 7,747 residential units and approximately 774,656 square feet of nonresidential land use.

### 2. What is the current level of service provided by the Kuna Rural Fire District?

The Kuna Rural Fire District provides a level of service of a 90 percent fractile response time of between 4 minutes (in the urban area) to 6 minutes (in the rural portions of the District). As the population of the District grows, additional infrastructure and equipment will be needed to sustain this level of service. Based on conversations with District staff, it is our understanding that the planned level of service is equal to the current level of service.

### 3. What current assets allow the Kuna Rural Fire District to provide this level of service?

The following Exhibit III-1 displays the current assets of the Kuna Rural Fire District.

Exhibit III-1.

Current Assets – Kuna Rural Fire District

Type of Capital Asset	Replacement Value
<b>Facilities</b>	
Station #1	\$ 2,800,000
Station #2 - unstaffed	\$ 1,400,000
<b>Apparatus/Vehicles</b>	
2015 Pierce Engine	\$ 600,000
1993 Pierce Engine	\$ 600,000
Water Tender	\$ 250,000
2001 Brush Truck	\$ 340,000
2003 Brush Truck	\$ 340,000
2016 Ambulance	\$ 185,000
2012 Ambulance	\$ 185,000
2001 Ambulance	\$ 185,000
<b>Equipment</b>	
22 SCBAs	\$ 255,000
SCBA Compressor and Charging Station	\$ 60,000
<b>Total Assets</b>	<b>\$ 7,200,000</b>
<b>Plus Cost of Fee-Related Research</b>	
Impact Fee Study	\$ 6,000
<b>Grand Total</b>	<b>\$ 7,206,000</b>

As shown above, the District currently owns approximately \$7.2 million of eligible current assets. These assets are used to provide the District's current level of service.

#### 4. What is the current investment per residential unit and nonresidential square foot?

The Kuna Rural Fire District has already invested \$886 per residential unit and \$0.44 per nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the District's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future District residents will be paying for infrastructure at a level commensurate with what existing District residents have invested in infrastructure.

#### 5. What future growth is expected in the Kuna Rural Fire District?

As shown in Exhibit II-2, the Kuna Rural Fire District is expected to grow by approximately 5,423 residential units and 1.2 million square feet of nonresidential land use over the next ten years.

#### 6. What new infrastructure is required to serve future growth?

The following Exhibit III-2 displays the capital improvements planned for purchase by the Kuna Rural Fire District over the next ten years.

Exhibit III-2.  
Kuna Rural Fire District CIP 2018 to 2027

Type of Capital Infrastructure	CIP Value	Growth times	Portion equals	Amount to Include in Fees	Amount from Other Sources
<b>Facilities</b>					
Station #2	\$3,180,000	100%		\$3,180,000	\$0
Remodel and Expand Station #1	\$500,000	50%		\$250,000	\$250,000
<b>Vehicles</b>					
Ladder Truck for Station #2	\$1,200,000	50%		\$600,000	\$600,000
Additional Ambulance for Station #2	\$185,000	100%		\$185,000	\$0
Replace 2 Engines	\$1,200,000	0%		\$0	\$1,200,000
Replace 2 Brush Trucks	\$680,000	0%		\$0	\$680,000
Replace 3 Ambulances	\$555,000	0%		\$0	\$555,000
<b>Equipment</b>					
SCBAs - scheduled replacement	\$255,000	0%		\$0	\$255,000
Cardiac Monitors - scheduled replacement	\$100,000	0%		\$0	\$100,000
Mobile Radios - scheduled replacement	\$112,500	0%		\$0	\$112,500
Portable Radios - scheduled replacement	\$240,000	0%		\$0	\$240,000
<b>Total Infrastructure</b>	<b>\$8,207,500</b>			<b>\$4,215,000</b>	<b>\$3,992,500</b>
<b>Plus Cost of Fee-Related Research</b>					
Impact Fee Study	\$6,000	100%		\$6,000	
<b>Grand Total</b>	<b>\$8,213,500</b>			<b>\$4,221,000</b>	

As shown above, the District plans to purchase approximately \$8.2 million in capital improvements over the next ten years, \$4.2 million of which is impact fee eligible. These new assets will allow the District to achieve its planned level of service in the future. The acquisition of a ladder truck is partially necessitated by growth due to increasing height of development. This acquisition will improve the District’s ISO rating which should positively impact the insurance premiums of property owners in the District. The commencement and completion dates for the District’s growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining \$4.0 million is the price for the District to replace existing apparatus, vehicles and other equipment; and for the non-growth-related portion of the expansion of Station #1 and the ladder truck for Station #2. Replacement of existing capital and non-growth-related capital are not eligible for inclusion in the impact fee calculations. The District will therefore have to use other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h).

**7. What impact fee is required to pay for the new capital improvements?**

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Kuna Rural Fire District.

Exhibit III-3.  
DRAFT Impact Fee Calculation, Kuna Rural Fire District

Amount to Include in Impact Fee Calculation	\$4,221,000
Percentage of Future Growth	
Residential	90%
Non Residential	10%
Amount Attributable to Future Growth	
Residential	\$ 3,800,257
Non Residential	\$ 420,743
Future Growth 2017-2026	
Residential (per unit)	5,423
Non Residential (per square foot)	1,200,717
Impact Fee	
Residential (per unit)	\$ 701
Non Residential (per square foot)	\$ 0.35

As shown above, we have calculated impact fees for the Kuna Rural Fire District at \$701 per residential unit and \$0.35 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the District have already invested \$886 per residential unit and \$0.44 per nonresidential square foot in the capital inventory necessary to provide today’s level of service. The difference between the current investment and the impact fee per unit indicates current taxpayers have already built in some “capacity” for future development.

The District cannot assess fees greater than the amounts shown above. The District may assess fees lower than these amounts, but would then experience a decline in service levels unless the District used other revenues to make up the difference.

Because not all the capital improvements listed in the CIP are 100 percent growth-related, the District would assume the responsibility of paying for those portions of the capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

To arrive at this participation amount, the expected impact fee revenue needs to be subtracted from the total CIP value. Exhibit IV-3 divides the District's participation amount into two categories: the portion of purely non-growth-related improvements, and the portion of growth-related improvements that are attributable to repair, replacement, or upgrade, but are not impact fee eligible.

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The District can choose not to fund these capital improvements (although this could result in a decrease in the level of service if the deferred repairs or replacements were urgent). However, the non-growth-related portion of improvements that are impact fee eligible *must* be funded in order to maintain the integrity of the impact fee program.

Exhibit III-4.

Kuna Rural Fire District Participation Summary,  
2018-2027

	Required	Discretionary	Total
Fire	\$ 850,000	\$ 3,142,500	\$ 3,992,500

The total amount the District would be *required* to contribute over 10 years, should the District adopt fees at the calculated amount, is \$850,000 for the non-growth portion of the expansion to Station #1 and the non-growth portion of the ladder truck. The District could also choose to fund the discretionary infrastructure of \$3.1 million for apparatus and equipment replacement. While District has the option to fund these capital improvements over the 10-year period, these payments are not required.

## Section IV. Fee Analysis and Administrative Recommendations

A comparison of the calculated Fire impact fee to similar fees to that being assessed by Meridian, Nampa, Caldwell and Boise, as well as being considered by the Kuna Rural Fire District is provided in Exhibit IV-1:

Exhibit IV-1.  
DRAFT Impact Fee Comparison - Fire

	<u>Kuna Fire DRAFT</u>	<u>Star Fire DRAFT</u>	<u>Middleton Fire District</u>	<u>Eagle Fire Dist</u>	<u>City of Meridian</u>	<u>City of Caldwell</u>	<u>City of Boise</u>	<u>City of Nampa</u>
Fire								
per Residential Unit	\$ 701	\$ 794	\$ -	\$ -	\$ 551	\$ 517	\$ 511	\$ 185
per Non-Residential sf	\$ 0.35	\$ 0.38	\$ -	\$ -	\$ 0.29	\$ 0.10	\$ 0.27	\$ 0.12

The calculated impact fee for the Kuna Rural Fire District is higher than those currently being assessed by municipal fire departments in the valley for several reasons. First, these fire departments have been in service decades longer than the Kuna Rural Fire District, and have created capacity in their capital facilities and other assets with which to provide service to new growth. Second, growth in these areas has begun to become more dense and urban, which does not necessitate new stations being built to serve new growth as there are stations already appropriately located to serve this growth. Finally, these cities have cost sharing agreements with their corresponding fire districts and can offset some of their capital costs with their district contributions.

The Star Fire Protection District is currently pursuing the collection of the fire fee shown above. The Middleton and Eagle Fire Districts are currently in the process of developing their own impact fee analysis for adopting fire impact fees. The Nampa, Caldwell, Meridian, Whitney and North Ada County Fire Districts have signified their intent to study the adoption of impact fees as well.

Each of the comparison cities also assesses parks impact fees. A comparison of the calculated Fire impact fee and the City of Kuna's parks fee to fire and parks fees of these other jurisdictions is provided in Exhibit IV-2:

Exhibit IV-2.  
DRAFT Impact Fee Comparison – Fire and Parks

	<u>Kuna Fire DRAFT</u>	<u>Star Fire DRAFT</u>	<u>Middleton Districts</u>	<u>Eagle Fire Dist</u>	<u>City of Meridian</u>	<u>City of Caldwell</u>	<u>City of Boise</u>	<u>City of Nampa</u>
<b>Fire</b>								
per Residential Unit	\$ 701	\$ 794	\$ -	\$ -	\$ 551	\$ 517	\$ 511	\$ 185
per Non-Residential sf	\$ 0.35	\$ 0.38	\$ -	\$ -	\$ 0.29	\$ 0.10	\$ 0.27	\$ 0.12
<b>Parks</b>								
per residential unit	\$ 983	\$ 2,050	\$ 1,485	\$ 1,333	\$ 1,081	\$ 805	\$ 1,390	\$ 1,242
<b>TOTAL</b>								
per Residential Unit	\$ 1,684	\$ 2,844	\$ 1,485	\$ 1,333	\$ 1,768	\$ 1,419	\$ 2,138	\$ 1,426
per Non-Residential sf	\$ 0.35	\$ 0.38	\$ -	\$ -	\$ 0.36	\$ 0.12 ^	\$ 0.47	\$ 0.12
	also ACHD fees	also ACHD fees		also ACHD fees	also Police and ACHD fees	also Police fees and street exactions	also Police and ACHD fees	also Police and Streets fees

The cities of Meridian, Nampa, Caldwell and Boise also collect Police fees. All of the cities within Ada County collect streets impact fees for the Ada County Highway District. Nampa collects streets impact fees and Caldwell recovers the capital cost for new streets from developer exactions. The actual total impact fee a development will pay around the valley depends on the jurisdiction and the size of the development.

Some communities express concern that impact fees will stifle growth. Empirical data indicates this is not the case. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

On the positive side, an impact fee program will enable the District to plan for growth without decreasing its service levels (response time), which can decrease buyer satisfaction and cause property insurance premiums to increase. It will also allow the District to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

At the recommendation of the Development Impact Fee Advisory Committee, the Commission may wish to incorporate into its enacting resolution means for a development to seek an exemption from impact fees when it can be proven that this development will contribute significant benefits to the taxpayers of the District. This issue is discussed in more detail in the following section.

## Implementation Recommendations

The following implementation recommendations should be considered:

**Intergovernmental Agreements.** The Kuna Rural Fire District is enabled under Idaho Code as a governmental entity to adopt impact fees. However, because impact fees are paid upon building permit, and the District does not participate in this process, it needs another governmental entity to collect these fees on its behalf. Idaho Code 67-8204(a) authorizes the District to enter into an intergovernmental agreement with a city or county which can collect fire fees on their behalf. In the case of this District, which includes one municipality and two counties, three intergovernmental agreements for the collection of Fire District impact fees would have to be developed and adopted by the corresponding bodies.

Fire impact fees would be assessed on new developments by the appropriate building department and then distributed to the District on an agreed-upon schedule. It is customary for the District to pay a small administrative fee to the collecting entity for this service.

Although Ada County collects impact fees for the City of Boise and the Ada County Highway District, it does not currently collect fire fees for any jurisdiction within its boundaries. Canyon County does not currently collect impact fees for any jurisdictions within its boundaries. No cities in Ada or Canyon County currently collect fire impact fees for any fire district.

Pursuant to an ongoing effort to educate elected officials on the impacts of growth to various jurisdictions, fire chiefs around the valley have determined that the two county commissions and various municipalities may be prepared to consider collecting on the behalf of growth-related fire capital needs. If the Kuna Rural Fire District chooses to pursue fire impact fees, the Chief would join Galena Consulting and other fire agencies in a broad discussion about how to execute the required intergovernmental agreements.

**Capital Improvements Plan.** The District should formally adopt this Capital Improvement Plan. While not subject to the procedures of the Local Land Use Planning Act (LLUPA), the adoption of the Capital Improvement Plan would comply with the Act's requirements of other governmental entities to adopt capital improvement plans into a Comprehensive Plan as part of the adoption of impact fees.

**Impact Fee Ordinance.** Following adoption of the Capital Improvement Plan, the Commission should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

**Advisory Committee.** The Advisory Committee is in a unique position to work with and advise Commission and District staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

**Impact fee service area.** Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the District assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the District receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the District's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the District will either credit the donor or reimburse the donor for that portion of the impact fee.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.<sup>37</sup> This prevents "double dipping" by the District.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the District aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.<sup>38</sup>

Impact fee accounting. The District should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The District should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected to *partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The District is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the District invests in additional infrastructure beyond what is listed in this report, and/or as the District's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

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<sup>37</sup> See Section 67-8209(3), Idaho Code.

<sup>38</sup> See Section 67-8209(4), Idaho Code

COUNTERPART	1 of 2

**City of Kuna / Kuna Rural Fire District**

**INTERGOVERNMENTAL AGREEMENT TO COLLECT AND EXPEND  
DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS**

[Idaho Code § 67-8204A]

**Parties to the Agreement:**

City of Kuna	“City”	City Hall 751 W. 4 <sup>th</sup> Street Kuna, Idaho 83634
Kuna Rural Fire District	“District”	P.O. Box 607 Kuna, Idaho 83634

**THIS AGREEMENT** made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Parties as herein this Agreement defined.

**SECTION 1  
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Agreement:** means and refers to this *City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements*, which may be referred to and cited as the “Kuna Impact Fee Agreement” or “KIFA.”
- 1.2 COMPASS:** means the *Community Planning Association of Southwest Idaho*, an Idaho non-profit association that serves as the metropolitan planning association for Ada County and Canyon County.
- 1.3 Costs:** means and refers to the expense inclusive of attorney fees, publication costs, expert and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.4 Ordinance:** means and refers to the City’s *Kuna Rural Fire District Development Impact Fee Ordinance No. \_\_\_\_\_* approved on the 3<sup>rd</sup> day of April, 2018 and codified at Chapter 2 of Title 12, Kuna City Code, a true and correct copy of which is attached hereto and marked **Exhibit B** to this Agreement and by this reference incorporated herein this definition.

- 1.5 Party/Parties:** means and refers to the City and/or the District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.6 Trust Fund:** means and refers to the *Fire District Development Impact Fee Capital Projects Trust Fund* established by the District pursuant to § 12-2-9 of the Ordinance and pursuant to IC § 67-8210(1), a true and correct copy of which is attached hereto and marked as **Exhibit C** and by this reference incorporated herein this definition
- 1.7 All other definitions:** All other definitions of this Agreement are set forth in Section 12-2-2 of the Ordinance and are herein included as separate definitions as if the same are set forth herein.

## SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The City is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.2** Idaho Code Section 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.3** The District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 2.4** The District's boundaries include all areas within the City limits of the City and areas surrounding the City, and the District provides fire and emergency services within the City; and
- 2.5** The City is experiencing and is affected by considerable growth and development; and
- 2.6** The purposes of the Act [I.C. § 67-8202] are as follows:
- Ensure that adequate public facilities are available to serve new growth and development;
  - Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of

- the costs of new public facilities needed to serve that new growth and development;  
and
- Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.7 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the District, the Parties have established and appointed, pursuant to Idaho Code Section 67-8205, the Joint Advisory Committee consisting of six members of the local community active in development, banking, real estate, insurance, and local commerce; and
- 2.8 On July 12, 2017, the District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 2.9 On November 8, 2017, Galena Consulting submitted to the Board of Commissioners of the District a draft Impact Fee Study and Capital Improvements Plan prepared in accordance with the requirements of I.C. § 67-8208 in consultation with the Joint Advisory Committee as provided in I.C. §§ 67-8205 and 67-8206(2); and
- 2.10 On December 13, 2017, the Board of Commissioners approved the form and content of the Capital Improvements Plan and authorized Galena Consulting to present the Capital Improvements Plan to the City; and
- 2.11 On January 16, 2018, Galena Consulting presented the Capital Improvements Plan to the City Council; and
- 2.12 The Capital Improvements Plan adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects a 70% increase in the population of the District between 2017 and 2026; and
- 2.13 The Capital Improvements Plan establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
- 2.14 The Capital Improvements Plan projects an increase in Service Units within the boundaries of the District of 5,423 dwelling units and 1,200,717 square feet of nonresidential development over the next ten (10) years; and
- 2.15 The new growth projected by the Capital Improvements Plan will require the District to invest in System Improvements to its facilities to maintain its current level of service in the City; and
- 2.16 Tax revenues alone will not be sufficient to allow the District to acquire the necessary System Improvements to serve new growth; and

- 2.17 The Capital Improvements Plan projects that 90% of growth within the boundaries of the District will be residential development and 10% will be nonresidential development; and
- 2.18 Based on these projections, the Capital Improvements Plan calculates that an impact fee in the amount of \$701 for each dwelling unit and \$0.35 for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the District will acquire to serve new growth; and
- 2.19 Prior to the adoption of the Capital Improvements Plan, the District Board of Commissioners and the City Council, in accordance with Idaho Code Section 67-8206(3), each published notice and held public hearings; and
- 2.20 The Ordinance was drafted in accordance with the Capital Improvements Plan and the provisions of Idaho Code Section 67-8204 contingent upon the Parties entering into this Agreement; and
- 2.21 This Agreement facilitates the intent and purposes of the Capital Improvements Plan and the Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the boundaries of the City and the District; and
- 2.22 The Parties have determined it is necessary and desirable to enter into this Agreement.

### **SECTION 3 COVENANTS OF PERFORMANCE SPECIFIC TO THE DISTRICT**

The District shall at all times:

- 3.1 Abide by the terms and conditions required of the District as set forth in the Ordinance and any amendments to the same; and
- 3.2 Maintain and staff the position of District Administrator to manage and perform the duties and responsibilities of the District Administrator as set forth in the Ordinance; and
- 3.3 Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same; and
- 3.4 Pay the following costs:
  - 3.4.1 Costs associated with the City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Committee;
  - 3.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the District;

- 3.4.3 Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the District;
- 3.4.4 Costs associated with the District's performance of this Agreement;
- 3.4.5 Cost associated with an appeal of a claim of exemption;
- 3.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the District under the provisions of the Ordinance; and
- 3.5 Be solely responsible for the District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

#### **SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 4.1 Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 4.2 Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance; and
- 4.3 Maintain and staff the position of the City to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 4.4 Remit all Fire District Impact Fees collected by the City to the District for deposit in the Trust Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210; and
- 4.5 Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

#### **SECTION 5 ADMINISTRATIVE STAFFING**

- 5.1 The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk.
- 5.2 The administration and performance by the District of the Ordinance shall be under the direction of the Officer of Administration, who shall also serve as the District Administrator under the Ordinance.

## SECTION 6 NOTICE AND DELIVERY OF DOCUMENTS

**6.1** The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:

**6.1.1** By mail or hand delivery addressed to:

City of Kuna City Clerk  
Kuna City Hall  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

**6.1.2** By scanning, attaching and e-mailing to: *CityClerk@kunaid.gov*

**6.2** The contact information for purposes of notice to and/or the delivery of documents to the District is as follows:

**6.2.1** By mail or hand delivery addressed to:

District Administrator/Officer of Administration  
Station No. 1 – Kuna Rural Fire District  
P.O. Box 607  
Kuna, Idaho 83634.

**6.1.2** By scanning, attaching and e-mailing to: *robinward@cableone.net*

**6.3** In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as Appendix I] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

## SECTION 7 DELIVERY OF FIRE DISTRICT IMPACT FEES TO THE DISTRICT

**7.1** **Remittance of Fees to District.** Fire District Impact Fees collected by the City shall be delivered to the District on a monthly basis.

**7.2** **Administrative Fee.** The District agrees to pay the City an administrative fee for the calculation, collection and remittance of Fire District Impact Fees performed by City staff.

## **SECTION 8 AMENDMENT / TERMINATION**

- 8.1** Except as provided in Section 6.3, this Agreement may only be amended in accordance with the following process:
- 8.1.1** An amendment may be proposed by either Party or the result of an update of the Capital Improvements Plan.
  - 8.1.2** A proposed amendment must be in writing and include this entire Agreement as then existing, and shall therein include a strike-through of any language to be deleted and underlining of any new language of the proposed Amendment.
  - 8.1.3** A proposed Amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the Amendment), the Party to contact for information and the Amended and Reformed Agreement text and be accompanied by any accompanying proposed amendment of the Ordinance.
  - 8.1.4** The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement form in the event the proposed Amendment is approved.
  - 8.1.5** An approved Restated and Amended Agreement shall be executed by the District's Chairman of the Board of Commissioners and the Mayor of the City.
- 8.2** This Agreement may only be terminated in accordance with the following process:
- 8.2.1** Either party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section.
  - 8.2.2** A proposed termination shall contain a Statement of the Reasons (which shall include a statement of how the Parties will be affected by the termination.) Any proposal to terminate the Agreement must also include the proposal regarding the repeal of the Ordinance.
  - 8.2.3** No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.

## **SECTION 9 EFFECTIVE DATE**

- 9.1** This Agreement is effective simultaneously with the effective date of the Ordinance.

**SECTION 10  
GENERAL PROVISIONS**

- 10.1 Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.
- 10.2 Severability:** Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 10.3 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."
- 10.4 Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 10.5 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 10.6 Assignment:** No Party may assign this Agreement or any interest therein.

**IN WITNESS WHEREOF**, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this \_\_\_\_\_ day of April , 2018.

**DATED AND SIGNED** this \_\_\_\_\_ day of April, 2018.

**CITY OF KUNA**

By: \_\_\_\_\_  
**Mayor** \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_,  
\_\_\_\_\_, Clerk  
By City Council Resolution No. \_\_\_\_\_

DATED AND SIGNED this \_\_\_\_\_ day of April, 2018.

**KUNA RURAL FIRE DISTRICT**

By: \_\_\_\_\_  
**Chairman** \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

*W:\Work\K\Kuna Rural Fire District 19786\Impact Fees .020\Agreement with City of Kuna\Intergovernmental Agreement - 3-07-18 3rd lh.docx*

# EXHIBIT A

## CAPITAL IMPROVEMENTS PLAN

EXHIBIT B  
  
ORDINANCE

EXHIBIT C  
  
TRUST FUND

# APPENDIX 1

## *Notice of Contact Information Change*

FROM: \_\_\_\_\_  
TO: \_\_\_\_\_  
DATE: \_\_\_\_\_

NOTICE IS HEREBY GIVEN, pursuant to Section 6 of the **City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements [I.C. § 67-8204A]**, dated \_\_\_\_\_, of the following *CHANGE IN CONTACT INFORMATION*:

### ***New Contact Information is as follows:***

Name/Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
*Signature (Authorized Agent)*  
Title: \_\_\_\_\_

### ***Certificate of Service***

I, the undersigned, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or District  
Address  
City, State ZIP

- U.S. Mail
- Hand Delivery
- Facsimile
- Email

\_\_\_\_\_  
for *City or District*

Acknowledgement of Receipt by:

Name/Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF KUNA  
ORDINANCE No. 2018-14  
EXHIBIT C**

**KUNA RURAL FIRE DISTRICT  
ADA AND CANYON COUNTIES, STATE OF IDAHO**

**RESOLUTION 2018-07**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KUNA RURAL FIRE DISTRICT:**

- **Making Findings and Statement of Intent and Purpose; and**
- **Including the City of Kuna Fire District Impact Fee Ordinance and the Intergovernmental Agreement by and between the Fire District and the City of Kuna; and**
- **Amending the Kuna Rural Fire District Policy Code by the addition thereto of a new Title Chapter 27 Fire District Impact Fee providing for the Joint Development Impact Fee Advisory Committee, providing for the Fire District Development Impact Fee Capital Projects Trust Fund, providing for the District Administrator; and**
- **Amending Title 24 of the Kuna Rural Fire District Policy Code by the addition of a new Chapter 3 providing for the Joint Development Impact Fee Advisory Committee as a standing committee; and**
- **Directing the District Secretary and Attorney; and**
- **Setting an Effective Date.**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Kuna Rural Fire District, Ada and Canyon Counties, Idaho:

**Section 1: Amending the Kuna Rural Fire District Policy Code by the addition of a new Title 27 Fire District Impact Fee Policies.**

- 1.1** That the Kuna Rural Fire District Policy Code be amended by the addition thereto of a new Title 27 to read as follows:

**TITLE 27  
FIRE DISTRICT IMPACT FEE POLICIES  
Title 27 - Chapter 1 Findings/Intent/Purpose**

- 27.1.1** The Board of Commissioners makes these findings, statement of intent and purpose for the approval and enactment of this Resolution, to wit:

- 27.1.1.1** The Board of Commissioners is the governing board of this Fire District organized and existing by virtue of Chapter 14 of Title 31 Idaho Code.
- 27.1.1.2** The Board of Commissioners of the Kuna Rural Fire District has the following discretionary powers, as provided in Idaho Code Section 31-1417(5), to manage and conduct the business and affairs of the Fire District which include, among others, *“To adopt such rules and resolutions as may be necessary to carry out their duties and responsibilities”*.
- 27.1.1.3** The Board seeks to formalize these findings by including them in the District’s Policy Code as Chapter 1 of Title 27.
- 27.1.1.4** The Fire District’s duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 27.1.1.5** The Fire District’s boundaries include all areas within the City of Kuna (the “City”) City limits and areas surrounding the City; and
- 27.1.1.6** The City and the Fire District are experiencing and are affected by considerable growth and development; and
- 27.1.1.7** The City is a governmental entity as defined in the Idaho Development Impact Fee Act codified at Chapter 82 of Title 67 Idaho Code (the “Act”) at Idaho Code Section 67-8203 (14) and, as provided at Idaho Code Section 67-8202 (5), has ordinance authority to adopt a development impact fee ordinance, whereas this Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 27.1.1.8** Idaho Code Section 67-8204A, provides that a city, when affected by development, has the authority to enter into an intergovernmental agreement with a fire district for the purpose of agreeing to collect and expend development impact fees for payment of Fire District System Improvements costs incurred within the city; and
- 27.1.1.9** The purposes of the Idaho Development Impact Fee Act at Chapter 82 of Title 67 Idaho Code (the “Act”) as set forth in [I.C. § 67-8202] are as follows:
- Ensure that adequate public facilities are available to serve new growth and development;
  - Promote orderly growth and development by establishing uniform standards by which local governments may require those who benefit from new growth and development pay [development

impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and

- Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 27.1.10** The City Council of the City and the Commissioners of the Fire District have established and appointed, pursuant to Idaho Code Section 67-8205, the City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Committee (the “Joint Advisory Committee”); and
- 27.1.11** The Joint Advisory Committee has prepared a Capital Improvements Plan, as provided in Idaho Code Sections 67-8205 and 67-8206(2), and recommended the same to the Board of Commissioners of the Fire District and the City Council of the City as a basis for the adoption of a development impact fee ordinance establishing, collecting and expending Fire District impact fees; and
- 27.1.12** Prior to the adoption of the Capital Improvements Plan the City Council and the Board of Commissioners each, in accordance with Idaho Code Section 67-8206(3), published notice, and held public hearings; and
- 27.1.13** The City and the Fire District have, pursuant to I.C. § 67-8204A entered into the *City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements* (the “Agreement”) in order implement and facilitate the City Council’s enactment of Ordinance No. 2018-14, which is codified as Chapter 2 of Title 12 Kuna City Code (the “Ordinance”) which is intended to provide for the establishment, collection and expenditure of development impact fees for the Fire District; and
- 27.1.14** The Ordinance was drafted in accordance with the Capital Improvements Plan and the provisions of Idaho Code Section 67-8204 and adopted by the City Council; and
- 27.1.15** The Ordinance and the Agreement require that the Board of Commissioners establish and maintain the *Fire District Development Impact Fee Capital Trust Fund* (the “Trust Fund”) in order to receive, account for, maintain and expend Fire District Development Impact Fees collected pursuant to the Ordinance and the Agreement; and
- 27.1.16** The Ordinance and the Agreement require that the Board of Commissioners establish and maintain a Fire District agency position of *District Administrator* to facilitate the Fire District performance of the Ordinance and the Agreement; and

- 27.1.17 It is the intention of the Board of Commissioners by the adoption of this Resolution to comply with its duty and responsibilities under the Ordinance and the Agreement.

### **Title 27 – Chapter 2**

## **City of Kuna / Fire District Development Impact Fee Ordinance and the Intergovernmental Agreement**

- 27.2.1 In order to impose, collect and expend Fire District Impact Fees within the City of Kuna, pursuant to the laws of the state of Idaho as set forth in Idaho Code Section 67-8204A, the City of Kuna has enacted the “Kuna Rural Fire District Development Impact Fee Ordinance” codified as Chapter 2 of Title 12 of the Kuna City Code (the “Ordinance”).
- 27.2.2 Additionally in order to impose, collect and expend Fire District Impact Fees within the City of Kuna, the City of Kuna and this Fire District have entered into the “City of Kuna / Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements” (the “Intergovernmental Agreement”).
- 27.2.3 This Fire District, pursuant to the Intergovernmental Agreement, is required to abide by the terms and conditions required of it as set forth in the Ordinance and as set forth in the Intergovernmental Agreement.

### **Title 27 - Chapter 3**

## **Fire District Development Impact Fee Capital Trust Fund**

- 27.3.1 **Trust Fund Established:** The *Fire District Development Impact Fee Capital Trust Fund* (the “Trust Fund”) is hereby established as a custodial holding fund of the Fire District into which are deposited, maintained and expended Fire District Impact Fees which were collected pursuant to the Ordinance and the Agreement.
- 27.3.2 **Trust Fund not District Funds:** Funds, which are part of and accounted for by the Fire District as accounts of the Trust Fund are not Fire District funds and not a part of the Fire District budget or the financial statement of Fire District funds but are held in trust in accordance with the terms and conditions of the Ordinance and the Agreement and subject to appropriation and expenditure by the Fire District as provided by the Ordinance and Agreement.
- 27.3.3 **Trust Fund Administration:** The Fire District Administrator administers the Trust Fund in accordance with the following:

- 27.3.3.1** The Trust Fund shall be divided into separate accounts, one for each Fire District Impact Fee collected.
- 27.3.3.2** Each separate account shall be designated by the last two digits of the year, month and date the Fee was collected, the name of the Fee Payer and county assessor parcel number (i.e. 18/5/1-Smith - Ada Parcel No \_\_\_\_\_).
- 27.3.3.3** Each separate account shall be additionally designated, in the event it was paid under protest (i.e. UP) or is the subject of a claim for refund or reimbursement (i.e. CR).
- 27.3.3.4** All funds in all accounts in the Trust Fund shall be maintained in an interest bearing account. The interest earned on each Account pursuant to IC § 67-8210(1) shall not be governed by IC § 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of funds as the Fire District Impact Fees on which the interest is generated.
- 27.3.3.5** *First-in/First-out.* All funds in each account shall be spent in the order collected, on a first-in/first-out basis.
- 27.3.3.6** Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each Fire District Impact Fee Account showing the source and amount of all funds collected and the projects that were funded.
- 27.3.4 Expenditures from the Trust Fund:** The expenditure of Fire District Impact Fees collected and deposited to the Trust Fund shall be subject to approval by the Board of Commissioners and made in accordance with the following:
- 27.3.4.1** Accounts which are the subject of a Fee Payer protest or a claim for refund or reimbursement, or Accounts in which the payment was based upon miscalculation shall not be expended until resolution of the protest, claim, or miscalculation. Expenditures shall thereafter be made in accordance with the final action on the protest, claim, or miscalculation.

**27.3.4.2** Accounts are subject to a refund in the event the Fire District fails to commence construction of System Improvements in accordance with the Ordinance, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the Fire District. The District may hold Fire District Impact Fee for longer than eight (8) years if the Fire District identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the District complies with the previous sentence, then any Fire District Impact Fees so identified shall be refunded to the Fee Payer if the Fire District has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.

**27.3.4.2.1** Any refund due from these accounts shall be paid to the then owner of record of the parcel for which the Fire District Impact Fee was paid.

**27.3.4.3** In accordance with the First-In/First-Out basis, above stated, expenditures shall be made from accounts in payment to the Fire District for Systems Improvements Costs incurred by the Fire District for the category of System Improvements within or for the benefit of the Service Area within the City which were Capital Improvements Costs to create additional improvements to serve new growth.

**27.3.4.4** For each account a surcharge shall be imposed for the collection of Fire District Impact Fees, as identified in the Capital Improvements Plan, which surcharge does not exceed the Development's Proportionate Share of the cost of preparing the Capital Improvements Plan.

### **Title 27 - Chapter 4**

#### **Fire District Budget Process for Expenditure of Fire District Development Impact Fee Capital Trust Funds**

**27.4.1** In the event the Fire District intends to commence construction of System Improvements which are the subject of the Capital Improvements Plan and the Ordinance and the Fire District intends to use funds held in the Trust Fund to pay System Improvements Costs, it shall include in the fiscal year budget, as a separated income line item and expense appropriation, the anticipated amount of Trust Funds intended to be used for such construction.

## **Title 27 - Chapter 5 District Administrator**

**27.5.1** There is herein established the office of District Administrator, who shall be appointed by the Board of Commissioners at its first meeting in January and who shall perform the functions and duties of the office as provided in the Ordinance, the Agreement, and this Chapter.

**Section 2: Amending Title 24 of the Kuna Rural Fire District Policy Code by the addition of a new Chapter 3 establishing** The City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Committee as a standing committee of Fire District.

**2.1** That Title 24 of the Kuna Rural Fire District Policy Code be amended by the addition thereto of a new Chapter 3 to read as follows:

### **Title 24 - Chapter 3 Joint Development Impact Fee Advisory Standing Committee**

**24.3.1 Formation of a Joint Standing Committee:** A joint standing committee of the Board of Commissioners and the City Council of the City of Kuna is established as follows:

**24.3.2 Name:** The Joint Standing Committee is known and shall continue to be known and designated as the “City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Standing Committee” [hereinafter referred also as “Joint Advisory Committee” or “Committee”].

**24.3.3 Membership:** The members on the Committee shall be appointed by the Board of Commissioners and the City Council for a term of \_\_\_\_ years, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of the City of Kuna or the Kuna Rural Fire District.

**24.3.3.1** Any vacancy on the Committee shall be filled by the Board of Commissioners and the City Council.

**24.3.4 Charge:** The Joint Development Impact Fee Advisory Standing Committee shall serve as an advisory committee to the Kuna City Council and the Board of Commissioners of the Fire District and is charged with the following responsibilities:

**24.3.4.1** Assist the City and the Fire District in adopting land use assumptions; and

**24.3.4.2** Review the Capital Improvements Plan; and

- 24.3.4.3** Monitor and evaluate implementation of the Capital Improvements Plan;
- 24.3.4.4** File with the District Administrator and the City Clerk, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;
- 24.3.4.5** Advise the Board of Commissioners and the City Council of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and
- 24.3.4.6** The Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.
- 24.3.5** **City Council and Board of Commissioners Review of Committee's Reports and Recommendations:** The City Council and the Board of Commissioners shall each consider the Joint Advisory Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the City Council's and Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, in that the Fire District Impact Fee charged to the Development shall not exceed a Proportionate Share of System Improvements Costs, and that the procedures for administering Fire District Impact Fees remain efficient.
- 24.3.6** **Joint Advisory Committee Organization**
- 24.3.6.1** The District Administrator shall staff the Joint Advisory Committee in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].
- 24.3.6.2** The Joint Advisory Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.
- 24.3.6.3** The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.

- 24.3.6.4** The District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.
- 24.3.6.5** The Committee shall establish a regular meeting schedule.
- 24.3.6.6** The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the Board of Commissioners and the City Council.
- 24.3.6.7** Fifty percent (50%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.
- 24.3.6.8** A majority vote of those present at any meeting is sufficient to carry motions.

**24.3.7 Reporting:** The Joint Advisory Committee reports directly to the Board of Commissioners and to the City Council.

**Section 3: Amending Section 1 of Chapter 4 of Title 4 of the Kuna Rural Fire District Policy Code Board Treasurer.**

**3.1** That Section 1 of Chapter 4 of Title 4 of the Kuna Rural Fire District Policy Code be amended to read as follows:

**4.4.1 Election by Board:** The Board shall at its first meeting in January of each year nominate and appoint a Treasurer for a term of one year, unless a shorter term is designated. The office of Secretary, Treasurer, ~~and~~ Officer of Administration to the Board and District Administrator may be filled by the same person. A certified copy of the appointment under the hand of each of the Commissioners shall be forthwith filed by the Secretary with the Clerks of the Board of County Commissioners of Ada and Canyon Counties.

**Section 4: Amending Section 1 of Chapter 5 of Title 4 of the Kuna Rural Fire District Policy Code Officer of Administration to the Board.**

**4.1** That Section 1 of Chapter 5 of Title 4 of the Kuna Rural Fire District Policy Code be amended to read as follows:

- 4.5.1 Election by Board:** The Board shall at its first meeting in January of each year nominate and appoint an Officer of Administration for a term of one year, unless a shorter term is designated. The office of Secretary, Treasurer, ~~and~~ Officer of Administration to the Board and District Administrator may be filled by the same person.

**Section 5: Amending Section 1 of Chapter 3 of Title 17 of the Kuna Rural Fire District Policy Code Audit/Financial Statement.**

- 5.1** That Section 1 of Chapter 3 of Title 17 of the Kuna Rural Fire District Policy Code be amended to read as follows:

**17.3.1 Audit/Financial Statement:** The Board of Commissioners shall cause a full and complete audit of its financial statements to be made each fiscal year in compliance with the provisions of I.C. § 67-450B, or any amendments, or re-codifications thereof, to be performed by independent auditors in accordance with generally accepted governmental auditing standards, as defined by the United States general accounting office.

**17.3.1.1 Trust Fund Audit:** As part of the Fire District's annual audit process, it shall prepare an annual report: (a) describing the amount of all Fire District Impact Fees collected, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Fire District Impact Fees collected, appropriated or spent for System Improvements during the preceding fiscal year by Systems Improvements category of District Capital Facilities.

**Section 6: Directing the District Secretary**

- 6.1** The District Secretary is hereby directed to retain this resolution in the official records of the District and to certify a copy thereof and deliver the same to the City Clerk of the City of Kuna; and
- 6.2** The Fire District Attorney is hereby directed to include the changes in the Kuna Rural Fire District Policy Code herein enacted and provide to the Fire District Secretary a clean and final version of the Kuna Rural Fire District Policy Code as is herein adopted in both paper and electronic versions; and
- 6.3** The Fire District Secretary is herein directed to provide an electronic or paper copy of the Kuna Rural Fire District Policy Code to the Commissioners, the Fire Chief, the Treasurer, Attorney and any personnel of this Fire District who request it and to make said Policy Code available to all personnel.

## Section 7: Effective Date

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

**PASSED BY THE BOARD OF COMMISSIONERS** of the Kuna Rural Fire District, Ada and Canyon Counties, state of Idaho, this 14<sup>th</sup> day of March, 2018.

*W:\Work\K\Kuna Rural Fire District 19786\Impact Fees .020\Agreement with City of Kuna\Ordinance No. 2018-14 Exhibit C Resolution 2018-07 KRFD - New Title 27.docx*

**RESOLUTION NO. 27-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF KUNA, IDAHO:**

- **MAKING CERTAIN FINDINGS;**
- **APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT WITH THE KUNA RURAL FIRE DISTRICT ENTITLED THE CITY OF KUNA/KUNA RURAL FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS;**
- **DIRECTING THE CITY CLERK;**
- **SETTING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kuna, Ada County, State of Idaho:

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1 Due to considerable growth within the City of Kuna which has an impact upon the Kuna Rural Fire District's ability to service new growth and development within the City with the same level of service in reliance upon the Fire District's existing income sources; and
- 1.2 The City has been requested by and has negotiated with the Kuna Rural Fire District to use its ordinance authority to impose a development impact fee for the Fire District's Systems Improvements; and
- 1.3 As a necessary part of the process of establishing a Fire District development impact fee in addition to the approval of an Ordinance by the City, pursuant to Idaho Code Section 67-8204A, the Fire District and the City have negotiated the following agreement with the Kuna Rural Fire District: the *City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements* (the "Intergovernmental Agreement"); and
- 1.4 Section 2 "Recitals" of the Intergovernmental Agreement set forth the authority, intentions, purposes, consideration and reasons the Kuna Rural Fire District and this City for entering into the Intergovernmental Agreement and which Recitals are therefore by this reference incorporated herein as if set forth at length.

**Section 2: Action authorization of Mayor and City Clerk to execute the Intergovernmental Agreement.**

2.1 That the Mayor and the City Clerk of this City, are hereby authorized, as the agents of this City, to execute the Intergovernmental Agreement, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein and thereby fully bind this City to its terms and conditions upon the same being approved and executed by the Kuna Rural Fire District.

**Section 3: Direction to City Clerk.**

3.1 The City Clerk is hereby directed to retain this resolution in the official records of the City and to provide a certified copy of this resolution to the District Secretary of the Kuna Rural Fire Department, and provide a copy to the City’s attorney.

**Section 4: Effective Date.**

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

**PASSED BY THE CITY COUNCIL** of the City of Kuna, Ada County, State of Idaho, this 3<sup>rd</sup> day of April, 2018.

\_\_\_\_\_  
Joe Stear, *Mayor*

\_\_\_\_\_  
Briana Buban-Vonder Haar, *Council President*

\_\_\_\_\_  
Richard Cardoza, *Council Member*

\_\_\_\_\_  
Warren Christensen, *Council Member*

\_\_\_\_\_  
Greg McPherson, *Council Member*

**ATTEST:**

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



COUNTERPART	1 of 2

**City of Kuna / Kuna Rural Fire District**

**INTERGOVERNMENTAL AGREEMENT TO COLLECT AND EXPEND  
DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS**

[Idaho Code § 67-8204A]

**Parties to the Agreement:**

City of Kuna	“City”	City Hall 751 W. 4 <sup>th</sup> Street Kuna, Idaho 83634
Kuna Rural Fire District	“District”	P.O. Box 607 Kuna, Idaho 83634

**THIS AGREEMENT** made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Parties as herein this Agreement defined.

**SECTION 1  
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Agreement:** means and refers to this *City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements*, which may be referred to and cited as the “Kuna Impact Fee Agreement” or “KIFA.”
- 1.2 COMPASS:** means the *Community Planning Association of Southwest Idaho*, an Idaho non-profit association that serves as the metropolitan planning association for Ada County and Canyon County.
- 1.3 Costs:** means and refers to the expense inclusive of attorney fees, publication costs, expert and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.4 Ordinance:** means and refers to the City’s *Kuna Rural Fire District Development Impact Fee Ordinance No. \_\_\_\_\_* approved on the 3<sup>rd</sup> day of April, 2018 and codified at Chapter 2 of Title 12, Kuna City Code, a true and correct copy of which is attached hereto and marked **Exhibit B** to this Agreement and by this reference incorporated herein this definition.

- 1.5 Party/Parties:** means and refers to the City and/or the District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.6 Trust Fund:** means and refers to the *Fire District Development Impact Fee Capital Projects Trust Fund* established by the District pursuant to § 12-2-9 of the Ordinance and pursuant to IC § 67-8210(1), a true and correct copy of which is attached hereto and marked as **Exhibit C** and by this reference incorporated herein this definition
- 1.7 All other definitions:** All other definitions of this Agreement are set forth in Section 12-2-2 of the Ordinance and are herein included as separate definitions as if the same are set forth herein.

## SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The City is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.2** Idaho Code Section 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.3** The District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 2.4** The District's boundaries include all areas within the City limits of the City and areas surrounding the City, and the District provides fire and emergency services within the City; and
- 2.5** The City is experiencing and is affected by considerable growth and development; and
- 2.6** The purposes of the Act [I.C. § 67-8202] are as follows:
- Ensure that adequate public facilities are available to serve new growth and development;
  - Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of

the costs of new public facilities needed to serve that new growth and development;  
and

- Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.7 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the District, the Parties have established and appointed, pursuant to Idaho Code Section 67-8205, the Joint Advisory Committee consisting of six members of the local community active in development, banking, real estate, insurance, and local commerce; and
- 2.8 On July 12, 2017, the District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 2.9 On November 8, 2017, Galena Consulting submitted to the Board of Commissioners of the District a draft Impact Fee Study and Capital Improvements Plan prepared in accordance with the requirements of I.C. § 67-8208 in consultation with the Joint Advisory Committee as provided in I.C. §§ 67-8205 and 67-8206(2); and
- 2.10 On December 13, 2017, the Board of Commissioners approved the form and content of the Capital Improvements Plan and authorized Galena Consulting to present the Capital Improvements Plan to the City; and
- 2.11 On January 16, 2018, Galena Consulting presented the Capital Improvements Plan to the City Council; and
- 2.12 The Capital Improvements Plan adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects a 70% increase in the population of the District between 2017 and 2026; and
- 2.13 The Capital Improvements Plan establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
- 2.14 The Capital Improvements Plan projects an increase in Service Units within the boundaries of the District of 5,423 dwelling units and 1,200,717 square feet of nonresidential development over the next ten (10) years; and
- 2.15 The new growth projected by the Capital Improvements Plan will require the District to invest in System Improvements to its facilities to maintain its current level of service in the City; and
- 2.16 Tax revenues alone will not be sufficient to allow the District to acquire the necessary System Improvements to serve new growth; and

- 2.17 The Capital Improvements Plan projects that 90% of growth within the boundaries of the District will be residential development and 10% will be nonresidential development; and
- 2.18 Based on these projections, the Capital Improvements Plan calculates that an impact fee in the amount of \$701 for each dwelling unit and \$0.35 for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the District will acquire to serve new growth; and
- 2.19 Prior to the adoption of the Capital Improvements Plan, the District Board of Commissioners and the City Council, in accordance with Idaho Code Section 67-8206(3), each published notice and held public hearings; and
- 2.20 The Ordinance was drafted in accordance with the Capital Improvements Plan and the provisions of Idaho Code Section 67-8204 contingent upon the Parties entering into this Agreement; and
- 2.21 This Agreement facilitates the intent and purposes of the Capital Improvements Plan and the Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the boundaries of the City and the District; and
- 2.22 The Parties have determined it is necessary and desirable to enter into this Agreement.

**SECTION 3**  
**COVENANTS OF PERFORMANCE SPECIFIC TO THE DISTRICT**

The District shall at all times:

- 3.1 Abide by the terms and conditions required of the District as set forth in the Ordinance and any amendments to the same; and
- 3.2 Maintain and staff the position of District Administrator to manage and perform the duties and responsibilities of the District Administrator as set forth in the Ordinance; and
- 3.3 Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same; and
- 3.4 Pay the following costs:
  - 3.4.1 Costs associated with the City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Committee;
  - 3.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the District;

- 3.4.3 Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the District;
- 3.4.4 Costs associated with the District's performance of this Agreement;
- 3.4.5 Cost associated with an appeal of a claim of exemption;
- 3.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the District under the provisions of the Ordinance; and
- 3.5 Be solely responsible for the District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

#### **SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 4.1 Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 4.2 Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance; and
- 4.3 Maintain and staff the position of the City to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 4.4 Remit all Fire District Impact Fees collected by the City to the District for deposit in the Trust Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210; and
- 4.5 Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

#### **SECTION 5 ADMINISTRATIVE STAFFING**

- 5.1 The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk.
- 5.2 The administration and performance by the District of the Ordinance shall be under the direction of the Officer of Administration, who shall also serve as the District Administrator under the Ordinance.

## SECTION 6 NOTICE AND DELIVERY OF DOCUMENTS

**6.1** The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:

**6.1.1** By mail or hand delivery addressed to:

City of Kuna City Clerk  
Kuna City Hall  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

**6.1.2** By scanning, attaching and e-mailing to: *CityClerk@kunaid.gov*

**6.2** The contact information for purposes of notice to and/or the delivery of documents to the District is as follows:

**6.2.1** By mail or hand delivery addressed to:

District Administrator/Officer of Administration  
Station No. 1 – Kuna Rural Fire District  
P.O. Box 607  
Kuna, Idaho 83634.

**6.1.2** By scanning, attaching and e-mailing to: *robinward@cableone.net*

**6.3** In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as Appendix I] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

## SECTION 7 DELIVERY OF FIRE DISTRICT IMPACT FEES TO THE DISTRICT

**7.1** **Remittance of Fees to District.** Fire District Impact Fees collected by the City shall be delivered to the District on a monthly basis.

**7.2** **Administrative Fee.** The District agrees to pay the City an administrative fee for the calculation, collection and remittance of Fire District Impact Fees performed by City staff.

## SECTION 8 AMENDMENT / TERMINATION

- 8.1** Except as provided in Section 6.3, this Agreement may only be amended in accordance with the following process:
- 8.1.1** An amendment may be proposed by either Party or the result of an update of the Capital Improvements Plan.
  - 8.1.2** A proposed amendment must be in writing and include this entire Agreement as then existing, and shall therein include a strike-through of any language to be deleted and underlining of any new language of the proposed Amendment.
  - 8.1.3** A proposed Amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the Amendment), the Party to contact for information and the Amended and Reformed Agreement text and be accompanied by any accompanying proposed amendment of the Ordinance.
  - 8.1.4** The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement form in the event the proposed Amendment is approved.
  - 8.1.5** An approved Restated and Amended Agreement shall be executed by the District's Chairman of the Board of Commissioners and the Mayor of the City.
- 8.2** This Agreement may only be terminated in accordance with the following process:
- 8.2.1** Either party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section.
  - 8.2.2** A proposed termination shall contain a Statement of the Reasons (which shall include a statement of how the Parties will be affected by the termination.) Any proposal to terminate the Agreement must also include the proposal regarding the repeal of the Ordinance.
  - 8.2.3** No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.

## SECTION 9 EFFECTIVE DATE

- 9.1** This Agreement is effective simultaneously with the effective date of the Ordinance.

**SECTION 10  
GENERAL PROVISIONS**

- 10.1 Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.
- 10.2 Severability:** Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 10.3 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."
- 10.4 Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 10.5 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 10.6 Assignment:** No Party may assign this Agreement or any interest therein.

**IN WITNESS WHEREOF**, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this \_\_\_\_\_ day of April , 2018.

**DATED AND SIGNED** this \_\_\_\_\_ day of April, 2018.

**CITY OF KUNA**

By: \_\_\_\_\_  
**Mayor** \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_,  
\_\_\_\_\_, Clerk  
By City Council Resolution No. \_\_\_\_\_

**DATED AND SIGNED** this \_\_\_\_\_ day of April, 2018.

**KUNA RURAL FIRE DISTRICT**

By: \_\_\_\_\_  
**Chairman** \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

*W:\Work\K\Kuna Rural Fire District 19786\Impact Fees .020\Agreement with City of Kuna\Intergovernmental Agreement - 3-07-18 3rd lh.docx*

# EXHIBIT A

## CAPITAL IMPROVEMENTS PLAN

EXHIBIT B  
ORDINANCE

EXHIBIT C  
  
TRUST FUND

# APPENDIX 1

## *Notice of Contact Information Change*

FROM: \_\_\_\_\_  
TO: \_\_\_\_\_  
DATE: \_\_\_\_\_

NOTICE IS HEREBY GIVEN, pursuant to Section 6 of the **City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements [I.C. § 67-8204A]**, dated \_\_\_\_\_, of the following *CHANGE IN CONTACT INFORMATION*:

***New Contact Information is as follows:***

Name/Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
*Signature (Authorized Agent)*  
Title: \_\_\_\_\_

### ***Certificate of Service***

I, the undersigned, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or District  
Address  
City, State ZIP

- U.S. Mail
- Hand Delivery
- Facsimile
- Email

\_\_\_\_\_  
for *City or District*

Acknowledgement of Receipt by:

Name/Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# CITY OF KUNA

## State of Idaho *Proclamation*

### Idaho Crime Victims' Rights Week

**WHEREAS**, Idahoans are the victims of more than 17,000 crimes each year, affecting individuals, families and communities;

**WHEREAS**, providing victims with knowledge of their rights and available services further strengthens their ability to recover from crime and trauma and restores a sense of self-empowerment;

**WHEREAS**, victims who believe they have a voice, empathy and support are more likely to disclose their victimization, seek services, overcome the sense of isolation and distrust, and participate in the justice process;

**WHEREAS**, a multidisciplinary response, involving collaboration among victim service professionals, criminal justice officials, legal professionals, medical and mental health providers, and community leaders is essential to reach and serve all victims—especially those who are marginalized, have disabilities, or live in remote locations;

**WHEREAS**, Idaho Crime Victims' Rights Week, April 8-14, 2018, provides an opportunity to recommit to ensure that all victims of crime are afforded their rights;

**WHEREAS**, the numerous organizations that support and advocate for victims, including Idaho Victim Witness Coordinators, the Idaho Sheriff's Association, the Idaho Fraternal Order of Police, the Professional Firefighters of Idaho, Marsy's Law for Idaho and the City of Kuna, Idaho, remain committed to securing equal constitutional rights for all crime victims;

**WHEREAS**, the State of Idaho is dedicated to supporting and strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors.

**NOW, THEREFORE, BE IT RESOLVED** that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby proclaim April 8-14, 2018 to be IDAHO CRIME VICTIMS' RIGHTS WEEK in the City of Kuna/Ada County, State of Idaho.



IN WITNESS WHEREOF,  
I set my hand on this the 3<sup>rd</sup> day of April  
in the year of two thousand and eighteen.

---

**Joe L. Stear**  
Mayor of Kuna, Idaho

# CITY OF KUNA

## State of Idaho *Proclamation*

### **Kids to Parks Day**

**WHEREAS**, May 19th, 2018 is the eighth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

**WHEREAS**, it is important to introduce a new generation to our nation's parks; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

**NOW, THEREFORE, BE IT RESOLVED** that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, hereby proclaim to participate in Kids to Parks Day. I urge residents of the City of Kuna, Idaho to make time May 19th, 2018 to take the children in their lives to a neighborhood, state, or national park.

**IN WITNESS WHEREOF,  
I set my hand on this the 3<sup>rd</sup> day of April  
in the year of two thousand and eighteen.**



---

**Joe L. Stear  
Mayor of Kuna, Idaho**

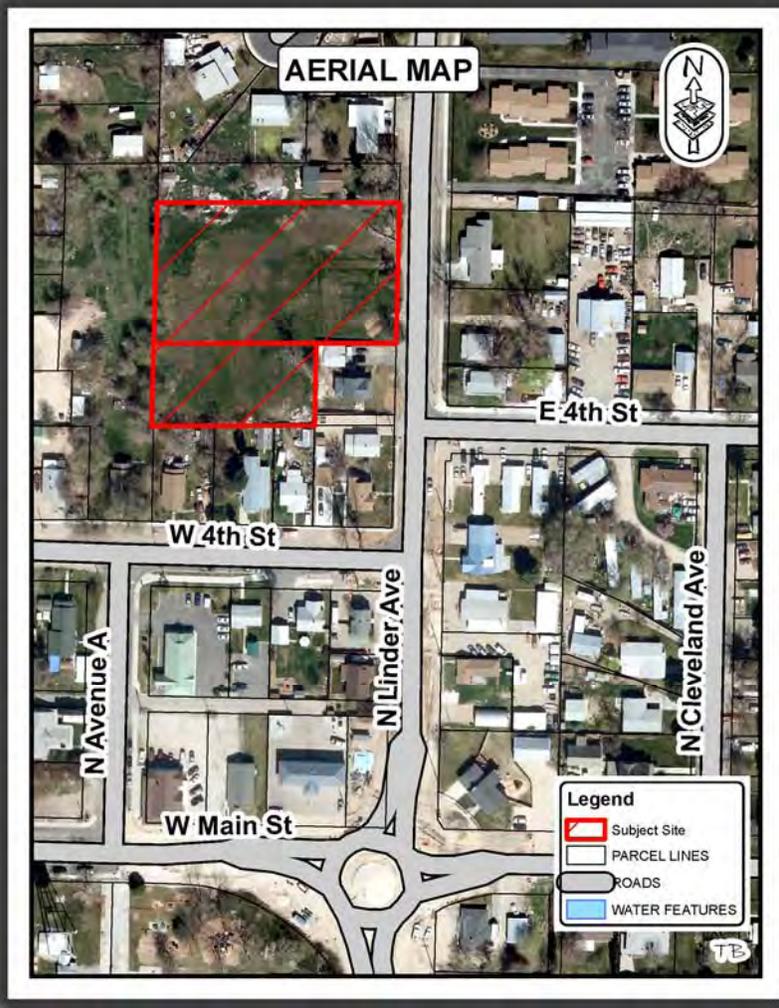


**B. Applicants Request:**

The applicant seeks LLA approval to reduce the two parcels into a single parcel. The existing parcels are approximately 0.503 acres and 1.314 acres, and when combined will create a single parcel approximately 1.81 acres in size. This will facilitate a true in-fill project and provide duplex housing for families with lower incomes and fill a need for affordable housing to Kuna.

1. The applicant has submitted all of the necessary documentation and materials for Councils consideration.

**C. Aerial Map:**



**D. History:**

The larger parcel had a residence on it for many years. Sometime near October of 2006, the residence was removed and these two parcels have remained vacant lots since. Staff is unaware of any other historic uses.

**E. General Project Facts:**

1. **Comprehensive Plan Designation:** The approved Comprehensive Plan Future Land Use map indicates a *Medium Density* designation for these parcels. Both subject parcels are currently zoned R-6 MDR. (Medium Density residential). In accordance with KCC 5-3-2, staff views this Lot Line Adjustment request to be consistent with the Future Land Use map.

2. **Surrounding Current Land Uses:**

Direction	Current Zoning	
<b>North</b>	R-6	Medium-Low Density Residential – Kuna City
<b>South</b>	R-6	Medium-Low Density Residential – Kuna City
<b>East</b>	R-6	Medium Density Residential – Kuna City
	R-20	High Density Residential – Kuna City
<b>West</b>	R-6	Medium-Low Density Residential – Kuna City

3. **Parcel Numbers:** S1323417298 and S1322111056.

4. **Parcel Sizes and Current Zoning:**

- 445 North Linder Road; 0.503 acres. R-6 (MDR)
- 483 North Linder Road; 1.314 acres. R-6 (MDR)

5. **Services:**

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

6. **Existing Structures, Vegetation and Natural Features:** The parcels are vacant of any structures and vegetation is present consistent with a vacant parcel. Both parcels' topography is generally flat.

7. **Transportation / Connectivity:** Access to both parcels is available via S. Linder Road.

8. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts associated with this application.

**F. Staff Analysis:**

These parcels have been vacant for many years. Combining these two vacant parcels will provide a better use in an orderly way to extend the City's utility networks, provide sidewalk on Linder and pave the way for a true in-fill development. Staff has no concerns about this land owner wanting to combine their two lots. Staff views this proposed action to be consistent with the surrounding uses and the approved Future Land Use Map designation. Staff forwards a recommendation of approval for Case No. 18-02-LLA to the Kuna City Council.

**G. Applicable Standards:**

1. City of Kuna Zoning Ordinance Title 5;
2. City of Kuna Special Developments Ordinance No. 2011-14
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

**H. Comprehensive Plan Analysis:**

The City Council may accept/deny the Comprehensive Plan components as described below:

1. The proposed Lot Line Adjustment for the site is consistent with the following Comprehensive Plan components:

**GOALS AND POLICY – Property Rights**

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

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

**GOALS AND POLICIES – Economic Development**

**Goal 1:** *Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community.*

**GOALS AND OBJECTIVES - Section 6 - Summary:**

*Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3, and Pg. 65 – 4.3 [CP]).*

**Comment:** *The requested LLA provides for quality housing opportunities and provides housing varieties to the City’s inventory for all types of lifestyles, ages and economic groups.*

**GOALS AND OBJECTIVES – HOUSING, Section 12 - Summary:**

*Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly development while discouraging development of land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – Obj. 1.1, Pg. 163 12.4 and Pg. 165 – 2.1 [CP]).*

**Comment:** *With the requested LLA, applicant proposes a future high quality development with dwelling types, densities, and price points for Kuna as encouraged by the Comp Plan. As a true In-Fill development, this project adds to the City’s utility, and sidewalk networks, therefore it complies with logical, orderly development and could avoid increased municipal services costs and sprawl.*

**I. Proposed Decision by the Council:**

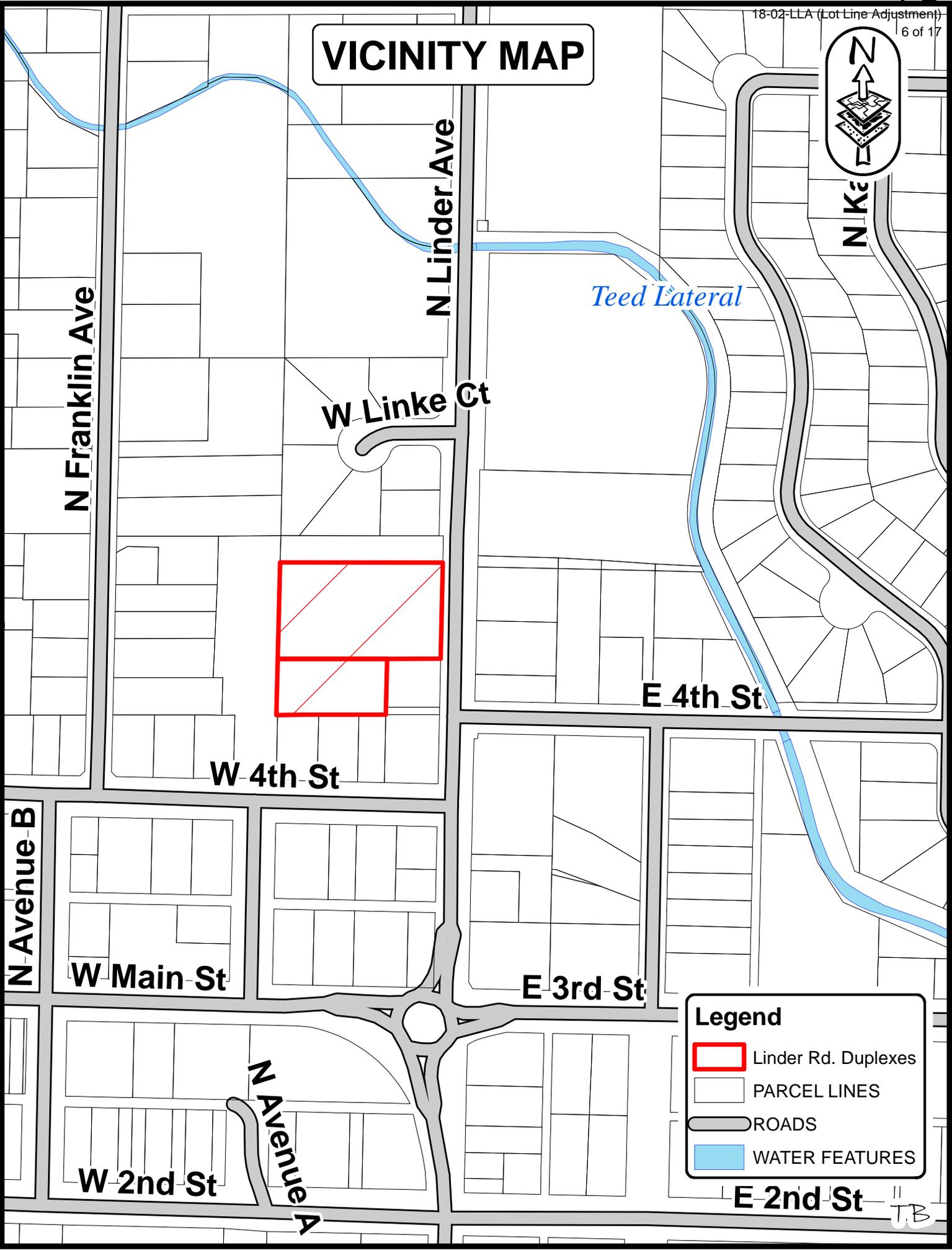
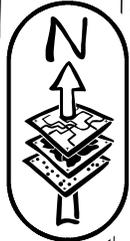
*Note: This proposed motion is for approval/conditional approval/denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in the staff report, those changes must be specified.*

Based on the facts outlined in staff’s report, the case file and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby approves/conditionally approves/denies Case No. 18-01-LLA, a Lot Line Adjustment request by Inaki Lete; with the following conditions of approval:

1. Have the applicant’s representative engineer-surveyor record the following documents:
  - a. Record of Survey,
  - b. Execute and record the necessary deeds to accomplish the property boundary adjustments as approved,
  - c. Provide copies of the **recorded** record of survey and recorded new deeds, to the Planning and Zoning Department as evidence of compliance.

2. Applicant and/or owners shall complete the aforementioned conditions **within one (1) year of the City Council's Order of Decision** for this application; otherwise any approvals will be considered null and void.
3. The applicant shall adhere to all agency and city staff recommendations.
4. Applicant shall work with Kuna and ACHD for Linder Road improvements.
5. The applicant shall comply with all federal, state and local laws.

# VICINITY MAP



**Legend**

-  Linder Rd. Duplexes
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

T.B.



Subject Site

Linder Rd.

4th St.

W Franklin Ave

W 4th St



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)	
Project name	
Date Received	
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>The Housing Company</u>	Phone Number: <u>208-331-4765</u>
Address: <u>PO Box 6943</u>	E-Mail: <u>blake.j@IHFA.org</u>
City, State, Zip: <u>Boise, ID 83707</u>	Fax #: _____
Applicant (Developer): <u>Same as above</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>Rob TeBeau</u>	Phone Number: <u>208-639-6407</u>
Address: <u>499 W. Main St.</u>	E-Mail: <u>rob@tao.idaho.com</u>
City, State, Zip: <u>Boise, ID 83702</u>	Fax #: _____

#### Subject Property Information

Site Address: <u>445 &amp; 483 N. Linder Road, Kuna, Idaho 83634</u>	
Site Location (Cross Streets): _____	
Parcel Number (s): <u>S1323417277 &amp; S1323417298</u>	
Section, Township, Range: <u>Section 23, Township 2 North, Range 1 West</u>	
Property size: <u>1.81 Acres</u>	
Current land use: <u>Open Land</u>	Proposed land use: <u>Single Family Residential</u>
Current zoning district: <u>R-6</u>	Proposed zoning district: <u>R-6</u>

**Project Description**

Project / subdivision name: Linder Duplexes

General description of proposed project / request: 5 duplexes including site & utility infrastructure

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): Trail, plantings, bus stop staging area, benches.

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: \_\_\_\_\_

Any existing buildings to remain?  Yes  No

Number of residential units: 10 Number of building lots: 1

Number of common and/or other lots: NA

Type of dwellings proposed:

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

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

Minimum Square footage of structure (s): 17,416 sqft for all buildings

Gross density (DU/acre-total property): 5.52 DU Net density (DU/acre-excluding roads): 6.53 du

Percentage of open space provided: 56% Acreage of open space: 1.01 Acres

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

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

Number of building lots: \_\_\_\_\_ Other lots: \_\_\_\_\_

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

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

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

Number and ages of students/children: \_\_\_\_\_ Seating capacity: \_\_\_\_\_

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

Proposed Parking:

a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

b. Total Parking spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

c. Width of driveway aisle: \_\_\_\_\_

Proposed Lighting: \_\_\_\_\_

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

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_







## Linder Duplexes LLA Submittal Letter

The subject property consists of 1.81 acres of land located in the City of Kuna. This site will accommodate the construction of 10 units of affordable housing. The project will be developed by The Housing Company and will continue to be managed by the organization after construction is complete.

The improvements will consist of 5 duplexes surrounding a private access road used for vehicle ingress and egress. The size of the site will allow for plenty of green space to remain which will create a buffer between the buildings and exterior fencing. A bus stop staging area will be provided near Linder Road in order for children to have a safe place to congregate while waiting for the bus. The development will include a relaxation trail where residents can enjoy a walk with family and friends. Each three-bedroom duplex home will be 1250 sq/ft and will include a single car garage. One of the units will be ADA accessible.

All of the homes will be governed by a regulatory agreement that only rental to low income households. The household incomes are not to exceed 80% AMI while more than half of the homes will be rented to those at or below 50% AMI. This project will provide much needed affordable housing to the community of Kuna.

The property is located in a neighborhood that is transitional between commercial and residential. Primary services and employment are located less than one mile from the site. Retail, banking, public schools, parks, and other personal services are within this radius. The site is ideal for this type of development. The City has expressed overwhelming approval for the project. The Housing Company is confident that this proposed community would be a great asset to the City of Kuna.

This lot line adjustment application is being presented with the desire to consolidate the two separate parcels owned by The Housing Company. This is necessary in order to meet the building code requirements that are in place. In order for this project to become a reality, this application must be approved.

The City of Kuna is growing at an exponential pace and providing the needed housing for this has proven difficult. It has been made clear by local municipalities that affordable housing is a missing attribute of the community. The Housing Company hopes that this development will be the first of many affordable housing projects that will help satisfy the overwhelming need that exists.

# City Engineer Comments

## Troy Behunin

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**From:** Paul Stevens  
**Sent:** Thursday, March 22, 2018 11:31 AM  
**To:** Troy Behunin  
**Cc:** Bob Bachman; Mike Borzick  
**Subject:** RE: Lot Line Adjustment - Linder Road Duplexes

**Categories:** Agency Comments

Troy:

The Kuna Engineering Department presents the following comments on Linder Road Duplexes proposed lot line adjustment.

- P.I. does not serve the site. We are working on creative alternatives to serve the site
- On the proposed revised lot, the 25' prescriptive easement is not shown. Unless the easement is vacated, it still exists.
- The duplex layout shows a common driveway with storm water retention basins. Please provide the calculations for the storm water retention so that adequacy can be confirmed

Please contact me if you have any questions.

*Paul A. Stevens, PE*  
City of Kuna - Engineer  
Phone 208-287-1727



751 W 4th St  
PO Box 13  
Kuna, ID 83634

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**From:** Troy Behunin  
**Sent:** Monday, March 19, 2018 4:49 PM  
**To:** Paul Stevens <PStevens@kunaid.gov>; Bob Bachman <bbachman@kunaid.gov>  
**Subject:** Lot Line Adjustment - Linder Road Duplexes

Paul,  
Afternoon Greetings!  
Please review the information included with this email and send back any relevant comments concerning the LLA request for the property. I have also included what Gordon has provided in the past. It is normally very minor in nature.

Is there sufficient time between now and the April 3<sup>rd</sup> Council meeting to get comments to me for a Lot Line Adjustment? I would need them by next Thursday morning? If that is too fast, please do not feel rushed to do so, it can go to Council on April 17. I just thought I would check with you before I tell the applicant what to expect.  
Thank you!

Troy

Troy Behunin  
Planner III  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, ID 83634  
[TBehunin@Kunald.Gov](mailto:TBehunin@Kunald.Gov)

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7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714 | P 208.898.0012

March 1, 2018  
The Housing Company  
483 N. Linder Avenue  
Parcel Consolidation Description  
Project No. 317-8035-001

## EXHIBIT A

A parcel of land located in the Northeast One Quarter of the Southeast One Quarter of Section 23, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the East One Quarter Corner of the said Section 23, thence following the easterly line of said Section 23, South  $1^{\circ}13'51''$  West a distance of 1,046.11 feet to the **POINT OF BEGINNING**;

Thence following said easterly line, South  $1^{\circ}13'51''$  West a distance of 178.23 feet;  
Thence leaving said easterly line, North  $88^{\circ}46'09''$  West a distance of 125.00 feet;  
Thence South  $1^{\circ}13'51''$  West a distance of 105.78 feet;  
Thence North  $89^{\circ}35'19''$  West a distance of 202.22 feet;  
Thence North  $1^{\circ}12'55''$  East a distance of 280.34 feet;  
Thence South  $89^{\circ}55'04''$  East a distance of 327.34 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 1.81 acres, more or less, subject to any existing easements or rights-of-way.



3/1/2018

**EXHIBIT MAP**  
 LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 23,  
 TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
 CITY OF KUNA, ADA COUNTY, IDAHO  
 2018

E 1/4 CORNER  
SECTION 23

S01°13'51"W  
1046.11'

S89°55'04"E 327.34'



**PARCEL I**  
 S1323417277  
 438 N. LINDER AVE.  
 1.31 ACRES±

25' PRESCRIPTIVE  
RIGHT-OF-WAY

**CONSOLIDATED PARCEL**  
 1.81 ACRES±

PARCEL LINE BEING  
CONSOLIDATED

3/1/2018

**PARCEL II**  
 S1323417298  
 445 N. LINDER AVE.  
 0.50 ACRES±

N88°46'09"W 125.00'

S01°13'51"W 105.78'

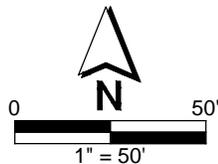
N01°13'51"E 103.99'

N. LINDER AVENUE

N01°12'55"E 280.34'

N89°35'19"W 202.22'

S 1/16 CORNER  
SECTION 23



PROJECT: 483 LINDER AVENUE

PARCEL CONSOLIDATION

DATE: MARCH 1, 2018

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
 P 208.898.0012  
 WWW.PARAMETRIX.COM

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**CITY OF KUNA**  
**PO BOX 13 KUNA, ID 83643 \* 751 W. 4<sup>TH</sup> STREET \* PH. 208.922.5546 \* FAX 208.922.5989**  
**\* JMARSH@KUNAID.GOV**

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**TO:** MAYOR STEAR AND MEMBERS OF KUNA CITY COUNCIL  
**FROM:** John Marsh – Kuna City Treasurer  
**SUBJECT:** **TENTATIVE CITY OF KUNA FYE 2019 BUDGET WORKSHOP CALENDAR**  
**DATE:** 3/29/2018

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The attached budget calendar is merely a suggestion and subject to revision based upon discussion by the City Council. The preliminary dates were placed as either a stand-alone workshop on select Mondays or during regularly scheduled City Council meetings.

The public hearing date (required to be communicated to Ada County) proposed for the FYE 2019 annual budget appropriation pursuant to Idaho Code 50-1002 is as follows:

- **Date:** Tuesday, September 4, 2018 (Regularly Scheduled City Council meeting)
- **Time:** 6:00 PM Mountain Daylight Time
- **Place:** Kuna City Council Chambers at 751 W. 4<sup>th</sup> Street, Kuna, Idaho 83634

Per Idaho Code Sections 50-1002 & 1007 & 63-803(3), the deadline for certification of the adopted budget to the Ada County Commissioners is Thursday, September 6, 2018 (the Thursday preceding the 2nd Monday in September). The budget must be adopted prior to this date.

If City Council would like to propose a different date for the public hearing, please open this item up for discussion. If no proposed changes, the aforementioned date will be relayed to Ada County for publication.

There is no action to be taken on this item other than a discussion of preferences. All necessary supporting documents will be provided prior to each budget workshop date.

Thank You,

John Marsh  
Kuna City Treasurer

# KUNA CITY BUDGET SETTING PLANNER FYE 2019

PROJECT/EVENT	FYE 2019 BUDGET WORKSHOPS
ORGANIZER	JOHN MARSH

All budget workshop dates below are subject to change during the course of the budget-setting process as needed. Stand-alone workshops were chosen to occur on Mondays but may be changed at the discretion of the City Council.

PROJECT PHASE	STARTING	ENDING	PROJECT PHASE	STARTING	ENDING
ADA COUNTY SHERIFF & PROSECUTOR (REGULAR CC MEETING)	6.5.2018	6.5.2018	PUBLIC HEARING & ADOPTION OF ANNUAL APPROPRIATION ORDINANCE	9.4.2018	9.4.2018
WORKSHOP (STAND-ALONE MEETING)	6.25.2018	6.25.2018	CERTIFICATION OF PROPERTY TAX LEVY TO ADA COUNTY COMMISSIONERS (DUE NO LATER THAN 9.6.18 - THURS. PRECEDING 2 <sup>ND</sup> MONDAY IN SEPT.)	9.6.2018	9.6.2018
WORKSHOP (CC MEETING - TIME PERMITTING - IF NEEDED)	7.3.2018	7.3.2018	PUBLISH ANNUAL APPROPRIATION ORDINANCE ONE TIME	9.7.2018	9.7.2018
WORKSHOP (STAND-ALONE MEETING)	7.23.2018	7.23.2018		[Select Date]	[Select Date]
WORKSHOP (CC MEETING) & CC ADOPTION OF TENTATIVE BUDGET	8.7.2018	8.7.2018		[Select Date]	[Select Date]
WORKSHOP (STAND-ALONE MEETING) & CC ADOPTION OF TENTATIVE BUDGET - IF NEEDED	8.13.2018	8.13.2018		[Select Date]	[Select Date]
PUBLISH PUBLIC HEARING NOTICE TWO CONSECUTIVE TIMES	8.17.2018	8.24.2018		[Select Date]	[Select Date]

MAY							JUNE							JULY							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4							1		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
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